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**WO-CT2.11#**

CT2.11# – TIMBER SUBJECT TO AGREEMENT. (6/72) In addition, there is within Sale Area an unestimated quantity of:

<b>Species</b>	<b>Product</b>

that shall be Included Timber upon written agreement.

***INSTRUCTIONS: Include in sales having timber subject to agreement.***

***Do not list BT2.11 as inapplicable in AT24.***

***Utilization standards and payment rates will be stated in AT2 and AT5 of the sample and final contracts. The entries in AT2 will be identified by the heading “Timber Subject to Agreement under CT2.11#.”***

***Such agreement should be made on an area basis and may be for the entire sale area or a portion, such as a payment unit.***

**WO-CT2.3#**

**CT2.3# – RESERVE TREES.** (4/04) Notwithstanding the designations for cutting under BT2.31, BT2.32, BT2.33, or BT2.34, live or dead 1/\_\_\_\_\_ reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Reserve trees are identified by 2/\_\_\_\_\_ and shall be protected in accordance with CT6.32#. Units with reserve trees are shown on Sale Area Map.

***INSTRUCTIONS: Include in sales where certain trees or groups of trees (such as trees reserved for wildlife, seed trees, superior trees, research trees, etc.) are not to be cut within clearcutting units, overstory removal units, understory removal units, road clearing limits, or other authorized clearings.***

***Include CT6.32# as a companion provision. Show units with reserve trees on the sale area map.***

***Do not list BT2.3 as inapplicable in AT18.***

***Reserve trees must be plainly identified prior to sale advertisement.***

***1/ Enter wildlife, superior tree, etc.***

***2/ Enter method.***

CT2.30# - CUTTING UNIT BOUNDARIES. (7/22) Notwithstanding BT2.3, the boundaries of cutting units, or portions of cutting units, are identified as shown on the Cutting Unit Boundary Designation Table below and the Sale Area Map.

**Cutting Unit Boundary Designation Table**

<b>Cutting Unit(s)</b> <sup>1/</sup>	<b>Paint Color</b> <sup>2/</sup>	<b>Designation Method</b> <sup>3/</sup>	<b>Description</b> <sup>4/</sup>

Marked boundary trees shall not be cut.

Discernable Boundaries are boundary locations that are readily identifiable features on the ground in locations shown on the Sale Area Map.

A Geo-Fence is a location on the ground corresponding to the boundary location shown on a mobile mapping device using a Global Positioning System (GPS) Receiver using the digital vector file/shapefile named <sup>5/</sup>\_\_\_\_\_ and dated <sup>6/</sup>\_\_\_\_\_. The digital vector file/shapefile will be provided to the Purchaser by the Forest Service. A digital list of the coordinates can be provided upon request.

Included Timber is located within and not past the boundary as shown on the mobile mapping device using the digital vector file/shapefile listed above. Purchaser is responsible for obtaining a GPS receiver(s) that is capable of determining the location of the true Geo-Fence within the contract tolerance. Allowable contract tolerance is <sup>7/</sup>\_\_\_\_\_ feet.

Forest Service inspection of cutting Included Timber to determine if cutting is within allowable contract tolerance, shall use the digital vector file/shapefile named and dated above using a GPS Receiver with a minimum, tested accuracy in a <sup>8/</sup>\_\_\_\_\_ canopy of <sup>9/</sup>\_\_\_\_\_ feet.

National Technology Development Program GPS Receiver accuracy reports by GPS manufacturer and model are available at: <https://www.fs.fed.us/database/gps/mtdcrept/accuracy/index.htm>. Forest Service determination of boundary location will be final.

As an operational convenience and subject to written agreement by the Forest Service, in advance of marking, Purchaser may mark Geo-Fence boundaries on the ground with Purchaser's non-tracer paint. Boundary trees shall not be identified with paint applied below stump height. Purchaser shall bear all costs associated with painting used to visually identify boundaries. Forest Service will not approve or accept the boundaries identified on the ground by the Purchaser in advance of cutting.

In case of a major disruption in GPS service, or lack of GPS coverage on the Sale Area beyond the control of the Purchaser, as determined by the Contracting Officer, the Purchaser's only remedy shall be Contract Term Adjustment under BT8.21. Qualification requirements are described in BT8.21. To resolve major disruption of GPS service, or lack of GPS coverage on the Sale Area, the Forest Service may elect to Mark Geo-Fence boundaries on the ground, in which case the Forest Service's determination of boundary location will be final.

Purchaser may request Forest Service Marking of Geo-Fence boundaries on the ground with paint at Purchaser's expense. Approval by the Contracting Officer is subject to agreement on cost under BT4.218 Cooperative Deposits and the availability of Forest Service personnel. If Purchaser's request is approved, Forest Service determination of boundary location will be final.

**INSTRUCTIONS:** For use in 2400-6T contracts. Geo-Fence boundary designation is only approved for use where the timber designation method is cut tree marking. Geo-Fence boundary designation methods should be described in the timber sale Prospectus general section, include a list of Cutting Units with Geo-Fence boundaries.

- 1/ List cutting unit number(s).
- 2/ Include the paint color (for example orange, pink or white).
- 3/ List the designation method as Marked, Discernable or Geo-Fence.
- 4/ For Marked designation method describe how the boundary trees are marked above and below stump height. For Discernable designation method list the discernable feature(s). For Geo-Fence designation method list as "See description below". Example:

Cutting Unit(s)	Paint Color	Designation Method	Description
1, 2, 3, 4, 5	Orange	Marked	Boundary trees are marked with three vertical stripes on three sides of the tree. Two stripes face the direction of adjacent boundary marked trees and extend from ground level to approximately eye level in height. A shorter stripe faces the area of cutting. Unit numbers are painted on approximately every 5th boundary tree.
4, 6		Discernable	Fence
5		Discernable	Fence and Road
2		Geo-Fence	See Description below

- 5/ List the electronic file name of the digital vector file or shapefile to be provided to the Purchaser.
- 6/ Modified date shown in the file properties for the digital vector file or shapefile shown in 5/.
- 7/ Allowable distance cutting may occur up to and past Forest Service determined boundary location. Distance listed is the allowable GPS accuracy error. Allowable distances should take into account value of resources at risk, impacts of treatments that may occur outside planned boundaries, impacts of treatments not occurring up to planned boundaries, social/economic factors and level of risk the responsible official is willing to take. Generally, the fill in tolerance should not exceed 30 feet or be less than 15 Feet. Enter whole numbers only. GPS accuracy errors by receiver type as established by Missoula Technology & Development Center.
- 8/ List open, light-medium or heavy-closed for manufacturer and receiver type used as shown at <https://www.fs.fed.us/database/gps/mtdcrept/accuracy/index.htm>
- 9/ List tested accuracy in feet for canopy type shown in meters at <https://www.fs.fed.us/database/gps/mtdcrept/accuracy/index.htm>

**WO-CT2.323**

**CT2.323 – CONSTRUCTION CLEARING.** (9/02) Purchaser shall not fell timber within the clearing limits of Specified Roads shown in sale advertisement nor shall products from such timber be removed until Forest Service notifies Purchaser in writing of location and availability. Such timber is Included Timber and that timber meeting Utilization Standards shall be removed by Purchaser at the earliest practicable time after access to products is authorized by Forest Service. Nothing in this Subsection shall be construed so as to prevent Purchaser from subcontracting logging of right-of-way timber from road contractor.

***INSTRUCTIONS: Include in contracts where a qualified small business purchaser elects Forest Service construction of specified roads shown in sale advertisement or where the sale requires construction of one or more specified roads to a higher standard than needed for the sale and the purchaser elects for the Forest Service to construct those higher standard roads.***

***Include CT4.12# and CT8.41 as companion provisions when a qualified small business purchaser elects Forest Service construction of specified roads.***

***Include CT4.12# as a companion provision when the purchaser elects for the Forest Service to construct higher standard roads.***

**WO-CT2.351#, 2400-6T**

**CT2.351# – DESIGNATION BY SPACING.** (7/22) Within Payment Unit(s) or cutting unit(s) as shown below and on Sale Area Map, trees that meet Utilization Standards and one or more of the following criteria below are designated for cutting. Other trees to be left uncut are described below.

**Payment Unit(s) or cutting units \_\_\_\_**

All 1/ \_\_\_\_\_ species trees, except trees Marked with 2/ \_\_\_\_\_ color paint or described below to be left uncut, and one or more of the following criteria are designated for cutting:

(a) The tree is within 3/ \_\_\_\_\_ feet of a 1/ \_\_\_\_\_ tree that has a larger diameter than it; and the larger tree is not designated for cutting.

(b) The tree is within 3/ \_\_\_\_\_ feet of a 1/ \_\_\_\_\_ tree greater than or equal to 4/ \_\_\_\_\_ inches in diameter; and this tree is not designated for cutting.

(c) The tree is Marked with 5/ \_\_\_\_\_ color paint.

**Payment Unit(s) or cutting units \_\_\_\_**

All 1/ \_\_\_\_\_ species trees, except trees Marked with 2/ \_\_\_\_\_ color paint or described below to be left uncut, and one or more of the following criteria are designated for cutting:

(a) The tree is within 3/ \_\_\_\_\_ feet of a 1/ \_\_\_\_\_ tree that has a larger diameter than it; and the larger tree is not designated for cutting.

(b) The tree is within 3/ \_\_\_\_\_ feet of a 1/ \_\_\_\_\_ tree greater than or equal to 4/ \_\_\_\_\_ inches in diameter; and this tree is not designated for cutting.

(c) The tree is Marked with 5/ \_\_\_\_\_ color paint.

Distances are measured horizontal distance, outside bark to outside bark, at the nearest point on each tree stem, at the stump heights specified below for diameter measurement.

All diameters are measured outside bark at 4/ \_\_\_\_\_ inches above ground on the uphill side of the tree. Diameters shall be measured using a “diameter equivalents of circumference” tape measure, caliper, electronic laser method or equivalent method by agreement.

All 1/ \_\_\_\_\_ trees shall be left as leave trees, unless Marked with 5/ \_\_\_\_\_ color paint. No tree greater than or equal to 4/ \_\_\_\_\_ inches in diameter shall be cut, unless Marked with 5/ \_\_\_\_\_ color paint. Other trees that shall be left uncut are Marked with 2/ \_\_\_\_\_ color paint.

***INSTRUCTIONS: For optional use on contracts that utilize spacing guidelines to designate trees to be cut and removed. Best application is for plantation thinning, thinning from below, or in uniform stands of relatively low value. Use DxSPA for sale area map symbol. Insert N/A for blanks not used.***

**The purpose of paragraph (b) is to allow wider spacing adjacent to large trees; therefore, the distance entered must be greater than the distance entered in paragraph (a). For example, if desired spacing is 16 feet in paragraph (a) and 20 foot spacing is desired adjacent to large trees, enter 10 feet.**

***1/ List tree species.***

***2/ State paint color for leave (ex. orange, white, pink) or N/A.***

3/ *Enter one-half of the desired spacing. State a specific distance to the whole foot. Do not show decimals, e.g., 10 feet for a desired spacing of at least 20 feet.*

4/ *State to the whole inch, to a height below stump height normally remaining after logging, based on local experience. Do not show decimals, e.g., 4 inches. Do not use maximum stump height shown in AT6.*

5/ *State paint color for cut (ex. blue, yellow, or green) or N/A.*



**WO-CT2.352#, 2400-6T**

CT2.352# – DESIGNATION BY SPECIES AND DIAMETER. (7/22) Trees that meet Utilization Standards are designated for cutting, as shown on the Tree Designation Table and Sale Area Map, except trees Marked with 3/\_\_\_\_\_ color paint or described to be left uncut.

**Tree Designation Table**

<b>Payment Unit(s) or Cutting Unit(s)</b>	<b>Designated Species <u>1/</u></b>	<b>More than Diameter (inches) <u>2/</u></b>	<b>Less than Diameter (inches) <u>2/</u></b>

Additional trees to be cut, if any, are Marked with 3/\_\_\_\_\_ paint.

All 1/\_\_\_\_\_ shall be left as leave trees, unless Marked with 3/\_\_\_\_\_ color paint. Other trees that shall be left uncut are Marked with 3/\_\_\_\_\_ color paint.

Diameters are measured outside bark at 2/\_\_\_\_\_ inches above ground on the uphill side of the tree. Diameters shall be measured using a “diameter equivalents of circumference” tape measure, caliper, electronic laser method or equivalent method by agreement.

***INSTRUCTIONS: For optional use on contracts that utilize tree species and diameter to designate trees to be cut and removed. Use DxSPD for sale area map symbol. This provision may be used for understory removal, overstory removal, or where a range of diameters is to be removed and it's not desired that all species meeting utilization standards need to be removed. Should only be used where there is a distinct break in diameters. Insert N/A for blanks not used.***

***1/ List tree species.***

***2/ State to the whole inch. Do not show decimals, e.g., 12 inches.***

***3/ State paint color for cut (ex. blue, yellow, or green) and/or leave (ex. orange, pink, or white) trees or N/A.***

**WO-CT2.353#, 2400-6T**

**CT2.353# – DESIGNATION BY DAMAGE CLASS.** (7/22) Within Payment Unit(s) or cutting unit(s) \_\_\_\_\_, as shown on Sale Area Map, trees and other products that meet Utilization Standards and the following criteria are designated for cutting and removal:

- (a) 1/ \_\_\_\_\_.
- (b) Additional trees to be cut, if any, are Marked with 2/ \_\_\_\_\_ color paint.
- (c) Other trees that shall be left uncut are Marked with 2/ \_\_\_\_\_ color paint.

***INSTRUCTIONS: For optional use on sales that utilize damage class to designate trees to be cut and removed. Use for damaged stands where the damaged trees can be identified after harvest is complete. Use Dx/DAM for sale area map symbol.***

***1/ Identify precise, unambiguous damage criteria, e.g., “Tree tops and pieces broken off from the stem and all trees lying on the ground.” Be sure that the damaged trees can be identified after harvest is complete. Consider using Individual Tree Marking as an alternative to designation by damage class in situations where it will be difficult to look at individual stumps to determine if a tree was authorized to be cut.***

***2/ State paint color for cut (ex. blue, yellow, or green) and/or leave (ex. orange, pink, or white) trees or N/A.***

**WO-CT.2354#, 2400-6T**

**CT2.354# – DESIGNATION BY ROW SPACING.** (7/22) Within Payment Unit(s) or cutting units(s) \_\_\_\_\_, as shown on Sale Area Map, all 1/\_\_\_\_\_ trees meeting Utilization Standards located in every 2/\_\_\_\_\_ row are designated for cutting. The first row to be cut and removed is designated 3/\_\_\_\_\_. Subsequent rows to be cut shall be established from the first row.

Additional trees to be cut, if any, are Marked with 4/\_\_\_\_\_ color paint.

Other trees that shall be left uncut are Marked with 4/\_\_\_\_\_ color paint.

***INSTRUCTIONS: For optional use on sales that utilize plantation rows to designate trees to be cut and removed. Use DxROW for sale area map symbol. Insert NA for blanks not used. To be used in the first thinning of a plantation.***

***1/ List species.***

***2/ List, which row from the starting row, can be cut.***

***3/ Describe how the starting point or starting row will be identified on the ground.***

***4/ State paint color for cut (ex. blue, yellow, or green) and/or leave (ex. orange, pink, or white) trees or N/A.***

WO-CT3.34

CT3.34 – EMERGENCY RATE REDETERMINATION. (5/09) 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 specified in the contract for Market-Related Contract Term Addition 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.

***INSTRUCTIONS: May be added by modification to existing contracts that do not include BT3.34 when requested by Purchaser. Do not use in any contract on contract form dated 4/04 or later or on stewardship contracts.***

**WO-CT3.35#**

**CT3.35# – SCHEDULED RATE REDETERMINATION.** (4/04) Contracting Officer shall redetermine rates to be made effective on 1/\_\_\_\_\_. Redetermined rates shall be used under BT3.1 for determination of Current Contract Rates. Rate redeterminations shall cover Included Timber in the entire sale. Base Indices and Required Deposits shall be redetermined.

If rates established by a scheduled rate redetermination result in lower than Current Contract Rates determined from Bid Rates and Base Indices stated in AT4, such lower rates shall become effective only after at least 2/\_\_\_\_\_ has been paid for and Released for Cutting. However, if the scheduled rate redetermination date is later than the beginning date of contract adjustment under BT8.21 or BT8.212, the rate redetermination shall be made as originally scheduled. If redetermined rates, plus Bid Premium Rates, are higher than rates in effect immediately prior to the rate redetermination date, the date on which the redetermined rates shall become effective shall be adjusted by the number of days of contract adjustment prior to the rate redetermination date. Rates and Required Deposits established under BT3.31, BT3.32, or BT3.33 shall be superseded by any subsequent scheduled rate redetermination.

In scheduled rate redeterminations, Contracting Officer may make modifications in minimum specifications for trees or products in AT2, road maintenance requirements or deposits in CT5.31 or CT5.32, logging methods in CT6.4, slash disposal in CT6.7, and fire precautionary measures in CT7.2 if, and to the extent that, such changes are reasonably necessary to protect the interest of the United States. Such modifications shall be limited to requirements generally being made in Forest Service timber sale contracts in the Region at the time of rate redetermination and with which Purchaser can reasonably comply. Such changes shall be reflected in the rate redetermination, but changes affecting rates shall not be implemented until the redetermined rates become effective.

***INSTRUCTIONS: Include in all sales with a contract term longer than 7 years. Follow the direction in FSH 2409.18, section 46.61.***

***1/ Enter a date that represents 5 years, plus the period allowed for the construction of specified roads, from the award date.***

***2/ Quantity and unit of measure.***

**WO-CT4.12#**

**CT4.12# – AMOUNT PAYABLE FOR TIMBER.** (7/01) The estimated cost of Specified Roads that Purchaser has elected to have Forest Service construct is \$1/\_\_\_\_\_. Notwithstanding BT3.1, BT3.3, BT4.1, and BT8.23 total payment for timber shall equal at least sum of (a) total value of timber at Current Contract Rates, plus (b) dollar amount shown above, plus (c) total value of Required Deposits, plus (d) payment for liquidated damages under BT3.45.

Forest Service will charge an additional \$2/\_\_\_\_\_ per 3/\_\_\_\_\_, over and above Current Contract Rates, until the above cost has been collected. Cash deposited for this purpose shall not be applied against other charges or refunded.

***INSTRUCTIONS: Include in contracts where a qualified small business purchaser elects Forest Service construction of specified roads shown in sale advertisement or where the sale requires construction of one or more specified roads to a higher standard than needed for the sale and the purchaser elects for the Forest Service to construct those higher standard roads.***

***When the small business road option is elected, revise AT9, AT10, AT11, and AT12 to show no specified road construction or reconstruction. When the purchaser elects for the Forest Service to construct those specified roads being built to a higher standard than needed for the sale, revise AT9, AT10, AT11, and AT12 to show the remaining amount of required specified road construction or reconstruction.***

***Include CT2.323 and CT8.41 as companion provisions when a qualified small business purchaser elects Forest Service construction of specified roads.***

***Include CT2.323 as a companion provision when the purchaser elects for the Forest Service to construct higher standard roads.***

***1/ Refer to the definitions in FSH 2409.18, sec. 40.5. Enter the construction cost determined as shown below:***

***a. If there are no roads being built to a higher standard than needed for the sale and a small business opts for Forest Service construction, enter the public works road construction cost of all roads.***

***b. If only the roads being built to a higher standard are opted, enter the road construction cost of those roads being built to a higher standard.***

***c. If a small business opts for Forest Service construction and some roads are being built to a higher standard than needed for the sale, enter the sum of the road construction cost for the roads being built to a higher standard than needed for the sale and the public works road construction cost for the remaining roads.***

***Note that, if the purchaser elects for Forest Service road construction, cash or cash value of materials under CT5.215# is not allowable.***

***2/ Enter the rate per unit of measure resulting from dividing the construction cost in 1/ above by 80 percent of the total sale volume.***

***3/ Enter appropriate unit of measure. Use same unit of measure as was used in the calculation of footnote 2/ and one that can be identified on the timber sale statement of account.***

**WO-CT4.211**

CT4.211 - DOWNPAYMENT. (7/22) The downpayment amount shown in AT15 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to BT9.4, transferred to other timber sales, or refunded until:

(a) stumpage value representing 25 percent of the total bid value of the timber sale is shown on Timber Sale Account to have been cut, removed, and paid for, or

(b) the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment, or

(c) if 36 CFR 223.49(e) is applicable, the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment.

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

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

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

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

***INSTRUCTIONS: Include in all new FS-2400-6T contracts. Add to existing contracts by modification when requested by purchaser.***

***List BT4.211 as inapplicable on AT18.***

## **WO – CT4.212**

CT4.212 - Temporary Reduction of Downpayment. (8/09) Notwithstanding BT4.211 or CT4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Purchaser's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

(1) Forest Service requests or orders Purchaser to delay or interrupt scheduled operations for reasons other than breach;

(2) Purchaser interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or

(3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, including a market-related contract term addition, or an urgent removal contract term extension under 36 CFR 223.53.

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

***INSTRUCTIONS: Include in all new FS-2400-6T contracts. Add to existing contracts by modification when requested by Purchaser.***



***WO-C4.213, 2400-6T***

CT4.213 – PERIODIC PAYMENT SCHEDULE. (7/22) Purchaser shall make periodic payments for stumpage value, as shown in AT16.

If Purchaser has not paid the amount(s) stated in AT16 as stumpage for quantity removed by the periodic payment determination date(s), Forest Service shall issue a bill for collection for the difference between the required amount and payments made by Purchaser. If payment(s) fall due on a date other than a normal billing date, the payment date shall be extended to coincide with the next Timber Sale Account billing date.

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

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

Periodic payment amount(s) shown in AT16 will be redetermined when periodic payment amounts have not been reached at time of rate redetermination under BT3.3. When shown in AT16, the initial periodic payment will be equal to 35 percent of the total redetermined contract value or 50 percent of the total bid premium amount, whichever is greater, plus the total value of timber shown on the timber sale statement of account as having been cut, removed and paid for. The additional periodic payment will be equal to 75 percent of the total redetermined contract value, plus the total value of timber shown on the timber sale statement of account as having been cut, removed and paid for.

Periodic payment determination date(s) that have not been reached shall be adjusted one day for each additional day of contract time granted, except when additional contract time is granted under CT8.212, periodic determination date(s) that have not been reached shall be delayed 1-month for each month added to the contract's term. Periodic payment determination date(s) shall not be adjusted for Contract Term Extension under B8.23.

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

***INSTRUCTIONS: Include in all new FS-2400-6T contracts. Add to existing contracts by modification when requested by Purchaser or at time of rate redetermination.***

***Make BT4.213 inapplicable by listing in AT18.***

**WO-CT4.219#**

**CT4.219# – COST SHARE ROAD DEPOSITS.** (4/20) Purchaser is authorized to use cooperative roads constructed under provisions of a cooperative agreement, dated 1/ \_\_\_\_\_, between 1/ \_\_\_\_\_, Cooperator, and Forest Service, and available for inspection at the Forest Supervisor's Office. Under the terms of this agreement, Purchaser will be required to make a lump sum payment of \$2/ \_\_\_\_\_ for use of cooperative roads. Purchaser shall make this deposit in advance of road use, unless Purchaser provides a payment bond under BT4.3. If a payment bond is provided, Purchaser shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. If payment falls due on a date other than a normal billing date, the payment date shall be extended to coincide with the next Timber Sale Account billing date. The amount of the required deposit will be shown as an associated charge on Purchaser's Timber Sale Account. If Purchaser is also the Cooperator under the agreement, the amount of the required deposit will be credited to the Cooperator as part of Forest Service's commensurate cost share.

***INSTRUCTIONS: Use this provision when sales contain cost share roads and payment is required. Existing contracts may be Modified to include this provision upon request of the purchaser when previous version of this provision was included.***

***1/ Enter the date of the agreement and the name of the cooperator.***

***2/ Enter the dollar amount that the Forest Service will be required to pay the cooperator under the agreement.***

**WO-CT4.3**

CT4.3 – PAYMENT GUARANTEED BY BOND. (08/21) To guarantee payment, Purchaser may furnish and maintain an acceptable surety bond. The penal sum of such surety bond shall be the maximum amount of the payment guaranteed. For payment purposes, penal sum of the surety bond shall be in lieu of the performance bond furnished under CT9.1.

***INSTRUCTIONS: Include in all new FS-2400-6T contracts.***

***List BT4.3 as inapplicable in AT18.***

**WO-CT4.31**

CT4.31 – BLANKET BOND. (08/21) If Purchaser furnishes an acceptable bond in accordance with CT4.3 to guarantee payment for timber from this and other timber sales within the same National Forest, the amount of such bond shall be allocated to such timber sales by Forest Service. When there is to be no timber cutting hereunder for 30 days or more and payment of current charges has been made, the allocation to this timber sale shall be reallocated to other timber sales at Purchaser's request. Purchaser shall not start cutting hereunder until this timber sale receives an allocation that will meet the obligation for payment guarantee.

***INSTRUCTIONS: Include in all new FS-2400-6T contracts.***

***List BT4.31 as inapplicable in AT18.***

**WO-CT4.33**

CT4.33 – PERFORMANCE BOND AS SECURITY FOR FELLED TIMBER. (4/04) To the extent of the penal sum of the performance bond provided under BT9.1, requirements for advance cash deposits under BT4.212 shall be waived for timber cut but not removed.

***INSTRUCTIONS: Use only in sales where this option was provided by notice in the prospectus and purchaser requests inclusion of this provision.***

***Guidelines for permitting and exercising this option are in FSM 2456.13.***

**FS-2400-6T**  
**WO-CT4.4**

**CT4.4 Payments Not Received.** (8/12) (a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection, Contracting Officer will suspend all or any part of Purchaser's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

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

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

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

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

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

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

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

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

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

***INSTRUCTIONS: Include in all new FS-2400-6T contracts.***

***Add to existing contracts by modification when requested by Purchaser.***

***List BT4.4 as inapplicable in AT18***

**WO-CT5.111#**

CT5.111# – RIGHT-OF-WAY REVERSION. (4/04) Rights-of-way will revert to the grantors unless the following roads are constructed prior to the dates shown:

<b>Road Number</b>	<b>Grantor</b>	<b>Reversion Date</b>

Purchaser may receive Contract Term Adjustment for failure to construct the roads prior to the reversion dates only when the failure is caused by circumstances that would qualify for Contract Term Adjustment.

***INSTRUCTIONS: Required on sales that must be offered with right-of-way reversion dates prior to termination date.***

***Include in modifications for extension when the extended termination date is later than reversion dates of unconstructed roads needed to log remaining timber.***

**WO-CT5.12#**

**CT5.12# – USE OF ROADS BY PURCHASER.** (6/99) Purchaser's use of existing roads identified on Sale Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

<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		

**INSTRUCTIONS:** *Include when limitation of road use is necessary for the reasons described in BT5.12.*

**Do not list BT5.12 as inapplicable in AT24.**

**Note reference to sale area map.**



**WO-CT5.13#**

**CT5.13# – ROAD COMPLETION DATE.** (4/04) Construction of Specified Roads shall be completed no later than 1/ \_\_\_\_\_; except for earlier construction completion dates for roads listed below:

Road Number	Road Name	Station		Completion Date
		From	To	
2/				

Completion date is binding on the party that constructs road, whether Purchaser or Forest Service. Contracting Officer shall modify the completion date in writing to conform to the approved Plan of Operations under BT6.311 at the request of Purchaser.

When Purchaser elects Forest Service construction of Specified Roads shown in sale 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 Purchaser on request. Promptly after the end of Normal Operating Season in which qualifying days occur, Forest Service shall give Purchaser 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, Purchaser 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 Sale 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 Purchaser 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 Purchaser desires to construct an alternate facility under BT5.26, Forest Service and Purchaser 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 Purchaser 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) Purchaser constructs Specified Roads and Forest Service furnishes Purchaser with written notice of acceptance under BT6.36 or
- (b) Forest Service constructs road and furnishes Purchaser with written notice authorizing use of road.

Notwithstanding BT5.1, Purchaser shall not use a road that Purchaser has elected for Forest Service to construct, until construction is completed and Forest Service furnishes Purchaser with written notice authorizing use of road.

***INSTRUCTIONS: Include in all new contracts when the estimated road construction cost is \$50,000 or more, where the sale requires construction of one or more specified roads to a higher standard than needed for the sale, or the road must be completed by a specific date to meet Forest Service management needs.***

***1/ Enter date stated in sale prospectus.***

***2/ Enter appropriate information for roads where completion will be required earlier than date specified in 1/. An earlier completion date shall be specified for a road only when (1) the earlier date is stated in the sale prospectus, and (2) the Public Works Contract will, upon election of Forest Service construction by purchaser, specify financial damages for contractor's failure to complete construction by the specified completion date. If there are no exceptions to the date entered in 1/, enter "None" under "Road Number."***

**WO-CT5.213#**

**CT5.213# – DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES.** (4/20) Purchaser shall make a cash deposit for engineering services (preconstruction and construction) provided by Forest Service for reconstruction of National Forest system roads necessary to accommodate Purchaser’s use under this contract, pursuant to 16 USC 537.

The total amount to be deposited by Purchaser for reconstruction related engineering services to be completed by Forest Service personnel or by public works contract is \$\_\_\_\_\_. Purchaser shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. If payment falls due on a date other than a normal billing date, the payment date shall be extended to coincide with the next Timber Sale Account billing date. In the event a different deposit schedule is agreed to, such deposit shall be due within 15 days after the date of issue indicated on the initial bill for collection, pursuant to BT4.4.

The amount of the required deposit will be shown as an associated charge on Purchaser’s Timber Sale Account. Forest Service shall retain any unexpended deposit for reconstruction related engineering services.

The deposit for reconstruction related engineering services shall be commensurate with project need and Purchaser’s road use. Forest Service shall complete reconstruction related engineering services on the following schedule unless a different completion schedule is agreed in writing:

Road or Facility No.	Termini		Engineering Services Completion Date
	From	To	

Reconstruction related engineering services may consist of some or all of the engineering work and expense of: preparing, setting out, controlling, inspecting, and measuring the reconstruction of a National Forest system road.

***INSTRUCTIONS: Use this provision in all timber sale contracts when Forest Service (either by force account or by contract) will perform pre-sale or post-sale engineering services on reconstruction listed in AT7. Do not use this provision: (1) on sales that are estimated to have base rate stumpage value at time of advertisement; or, (2) if the engineering services are so minor that the costs to make the collections would exceed the deposits. Include the engineering services deposit as part of the specified road construction cost in the timber sale appraisal.***

***Small business purchasers who elect to have the Forest Service reconstruct the roads pursuant to Section 14i of the National Forest Management Act are still required to make this deposit.***

***Reconstruction related engineering services may include: (1) Post NEPA preconstruction engineering, such as but not limited to: (a) preliminary engineering investigations and reconnaissance; (b) preliminary location surveys; (c) soils, foundations, and materials investigations, surveys and tests; (d) preliminary and final designs; (e) preliminary and final plans, drawings, specifications, estimates of quantities and cost; (f) final location surveys staked on ground; and (g) right-of-way surveys, plans, and descriptions; and (2) Construction engineering, such as but not limited to: (a) construction surveys to establish line and grade for the work, to control the work, and to measure quantities; and (b) redesigning, adjusting, and changing plans, specifications, etc., to meet encountered conditions. The following work must be done by the Forest Service, so no collection is***

*appropriate: (a) transportation planning; (b) preparation of the Government cost estimate; (c) inspecting and controlling operations for compliance with plans and specifications; (d) inspecting and testing materials to be installed; (e) inspecting and measuring completed work; and processing payments and accepting materials and work.*

*Existing contracts may be Modified to include this provision upon request of the purchaser when previous version of this provision was included.*

**WO-CT5.214#**

**CT5.214# – DEPOSIT FOR ACTUAL RECONSTRUCTION.** (4/20) Purchaser shall make a cash deposit for actual reconstruction of National Forest system roads necessary to accommodate Purchaser’s use under this contract, pursuant to 16 USC 537.

The total amount to be deposited by Purchaser for actual reconstruction work to be done by Forest Service is \$\_\_\_\_\_. Purchaser shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. If payment falls due on a date other than a normal billing date, the payment date shall be extended to coincide with the next Timber Sale Account billing date. In the event a different deposit schedule is agreed to, such deposit shall be due within 15 days after the date of issue indicated on the initial bill for collection, pursuant to BT4.4.

The amount of the required deposit will be shown as an associated charge on Purchaser’s Timber Sale Account. Forest Service shall retain any unexpended deposit for reconstruction related engineering services.

Actual reconstruction shall be commensurate with Purchaser’s use. Forest Service shall complete actual reconstruction on the following schedule unless a different completion schedule is agreed in writing:

Road or Facility No.	Termini		Reconstruction Completion Date
	From	To	

***INSTRUCTIONS: Use this provision when Forest Service (either by force account or by public works contract, except for Section 14i road options) will perform the actual road or bridge reconstruction work in lieu of the purchaser. Use of this provision requires Regional Forester approval. Do not use this provision: (1) on sales that are estimated to have base rate stumpage value at time of advertisement; or, (2) if the reconstruction work is so minor that the costs to make the collections would exceed the deposits. Include the reconstruction deposit as part of the specified road construction cost in the timber sale appraisal.***

***Use of this provision will normally involve merging deposits from several timber sales to reconstruct a facility needed by each of the sales. It is used when it has been determined that this method is the most efficient way of getting the reconstruction completed. Reconstruction by use of merged deposits requires pre-approval by the Regional Forester.***

***Existing contracts may be Modified to include this provision upon request of the purchaser when previous version of this provision was included.***

**WO-CT5.215#**

**CT5.215# – COOPERATIVE CONSTRUCTION.** (7/09) Purchaser and Forest Service agree to cooperate in the construction of the following listed roads in full accordance with Plans listed in AT7 and specifications attached hereto:

Forest Service agrees to contribute to construction in the manner and amounts described below:

Forest Service will contribute \$ \_\_\_\_\_ cash.

Forest Service will supplement cash for facility segments as follows:

Facility ID	Facility Name	Termini		Cash
		From	To	

Forest Service will contribute materials as follows:

Kind	Quantity	Cash Value

Forest Service will supplement materials for segments as follows:

Facility ID	Facility Name	Termini		Material		
		From	To	Kind	Quantity	Cash Value

**INSTRUCTIONS:** Use when Forest Service is inviting purchaser to cooperate in constructing a higher standard road or other facility than that needed for the sale only. Include this provision as an optional package attached to sample contract. If purchaser elects to cooperate, this provision will be included in the contract at time of execution.

**This provision is also approved for use when contributed funds or material are to be used. The actual amounts to be listed will be determined following bidding.**

**Include CT5.241 as a companion provision.**

**Include CT6.91 as a companion provision when American Recovery and Reinvestment Act (ARRA) funds are contributed.**

**WO-CT5.216#**

CT5.216# – COOPERATIVE RECONSTRUCTION. (7/09) Purchaser and Forest Service agree to cooperate in the reconstruction of the following listed roads in full accordance with Plans listed in AT7 and specifications attached hereto:

Forest Service agrees to contribute American Recovery and Reinvestment Act funds for reconstruction in the manner and amounts described below:

Forest Service will contribute \$\_\_\_\_\_ cash.

***INSTRUCTIONS: May be used when purchaser reconstruction requirements include elements of underperformed maintenance and the work will not result in roads being constructed to a higher standard than needed for the sale. Contributed funds may only be used for those portions of reconstruction attributed to past underperformed maintenance. The amount contributed shall not exceed 50% of the total cost of all specified road work or result in advertised rates higher than base rates. The amount contributed shall be from American Recovery and Reinvestment Act funds.***

***Include CT6.91 American Recovery and Reinvestment Act Reporting Requirements (7/09) as a companion provision.***

***Do not use CT5.216# in contracts when Forest Service is inviting purchaser to cooperate in constructing a higher standard road or other facility than that needed for the sale only or when contributing funds from sources other than the American Recovery and Reinvestment Act.***

***When pre-haul maintenance can be fully performed pursuant to the specifications listed in CT5.31# Road Maintenance Requirements, list CT5.31# in AT7.***

**WO-CT5.221#**

CT5.221# – MATERIAL SOURCES. (4/04) Sources of local materials are designated on Plans and Sale Area Map. Forest Service assumes responsibility for the quality and quantity of material in designated sources. Purchaser shall determine the equipment and work required to produce the specified product, including the selection of acceptable material that is reasonably available in the source that meets specifications. The designation of source includes the rights of Purchaser to use certain area(s) for plant site, stockpiles, and haul roads.

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

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

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

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

Source I \_\_\_\_\_, Source II \_\_\_\_\_, and Source III \_\_\_\_\_.

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

When material is appraised from non-National Forest designated sources, owner charges for the material in terms of unit cost for royalties, purchase of raw materials, or finished products shall be as follows until 1/ \_\_\_\_\_:

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

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

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

Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials shall be located to facilitate their prompt inspection. Sites on Forest Service administered land, approved by Forest Service, may be used for storage purposes and for the placing of Purchaser's plant



equipment. All storage sites provided by Forest Service shall be restored at Purchaser's expense. Purchaser shall be responsible for making arrangements for storage on other than Forest Service administered lands.

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

***INSTRUCTIONS: Include in all new contracts with specified roads when National Forest sources are available or when agreement as to price, quantity, and time material is available has been obtained from private or non-National Forest sources.***

***In paragraph 5 enter weight/volume relationship used in the design to determine estimated quantities. Enter N/A when weight measurement is not used.***

***In paragraph 7 enter N/A when designated source is on National Forest land. Complete the table when purchaser payments are required for a designated private or commercial source. Enter the closing date of the signed agreement with material supplies and the type of purchase, i.e., royalty, raw material, or finished product.***

***1/ Enter date.***

***When there are specified roads and this provision is omitted the following will be added to the prospectus:***

***The Forest Service has appraised local material source from (Location of Source). Forest Service has not obtained any commitment for price, quantity, or when, or if, such material would be available. Bidders must make their own determination of price, availability, quantity, and time material will be available.***

**WO-CT5.241**

CT5.241 – ESTIMATED COSTS FOR COOPERATIVE ROADS. (4/04) The estimated costs by construction phases for cooperative construction under CT5.215# are stated in the Schedule of Items.

In making rate redeterminations under BT3.3, Forest Service shall, for cooperative construction projects listed in CT5.215#, redetermine total estimated Specified Road construction costs in the Schedule of Items. Redetermination of Specified Road construction costs and Forest Service contributions for such roads shall be computed by a method consistent with the original computation.

***INSTRUCTIONS: Use when Forest Service is inviting purchaser to cooperate in constructing a higher standard road or other facility than that needed for the sale only. Include this provision as an optional package attached to sample contract. If purchaser elects to cooperate, this provision will be included in the contract at time of execution.***

***This provision is also approved for use when contributed funds or material are to be used. The actual amounts to be listed will be determined following bidding.***

***Include CT5.215# as a companion provision.***

**WO-CT5.31#**

**CT5.31# – ROAD MAINTENANCE REQUIREMENTS.** (7/01) Purchaser shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

**Contract Road Maintenance Requirements Summary**

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications										
	From	To												

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												

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												

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

**INSTRUCTIONS: Include in all new contracts requiring road maintenance work or road maintenance deposits.**

**FS-2400-6T**  
**WO-CT5.32#**

CT5.32# – ROAD MAINTENANCE DEPOSIT SCHEDULE. (8/12) Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Purchaser's performance of road maintenance, Purchaser shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Purchaser's commensurate use of each road listed in the Road Maintenance Plan in CT5.31#.

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

The Required Deposits for Forest Service work in lieu of Purchaser performance are \$\_\_\_\_\_per 1/\_\_\_\_\_ for recurrent maintenance, and \$\_\_\_\_\_per 1/\_\_\_\_\_ for deferred maintenance.

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

<b>Deposit Made To</b>	<b>Rate</b>	<b>Unit of Measure</b>
<u>2/</u>		

***INSTRUCTIONS: Include in all new contracts with road maintenance deposits.***

***Include CT5.31# as a companion provision.***

***1/ Enter the unit of measure.***

***2/ Enter "NA" when no deposits are to be made to a third party under the terms of a written Road Maintenance Agreement.***

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

**Special Measures Areas (SMA)**

<b>SMA Type <sup>1/</sup></b>	<b>Designation Method <sup>2/</sup></b>	<b>Special Protection Measure in Addition to BT6.24 <sup>3/</sup></b>

Designation methods:

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

<sup>4/</sup> Unless agreed otherwise, sale operations listed below are not permitted during the period(s) specified:

**Sale Limited Operating Period(s)**

<b>Payment Unit/ Cutting Unit/ Road <sup>5/</sup></b>	<b>Operation(s) Restricted <sup>6/</sup></b>	<b>Period Operations are Not Permitted <sup>7/</sup></b>

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

***INSTRUCTIONS: Include in all contracts that require special measures not described in BT6.24 and/or where such areas are not shown on the Sale Area Map. Do not list BT6.24 as inapplicable in AT21. This provision is used to identify how areas requiring protection under BT6.24 are identified when more than one method is used and to add restrictions not listed in BT6.24. Restrictions shown must be limited to those needed to protect Plants, Animals, Cultural and Cave Resources. Do not use this provision to add restrictions pertaining to other resources such as soil protection measures. If shown on Sale Area Map use symbol SMA (FSH 2409.18, sec.53.5). List all special protection measures required that are not fully addressed in BT6.24.***

***<sup>1/</sup> If contract includes multiple SMA's with different methods of designating them on the ground and/or multiple protection measures, list the individual types by adding the number to the map symbol, for example: SMA1, SMA2. Enter All in the first column if all SMA's are designated with the same method and include the same special protection measure. For example, if a limited operating period applies to the whole sale area. If one of the SMA types is a limited operating period display that in this table and fill in the appropriate information in the table below. Include areas where no special protection measures in addition to those in BT6.24 are needed to describe how those areas are designated in the second column.***

<sup>2/</sup> Show the designation method (a, b, or c) for each SMA type from the list below the table. Describe how the SMA boundaries are designated, for example: (color) paint marks on boundary trees, (color) flagging, yellow and black SMA signs. White is the standard paint color when SMA's are Marked (FSH 2409.12, ch. 70, sec. 71.21). Use option (c) when the special protection measure is a limited operating period.

<sup>3/</sup> Include the special protection measures that are in addition to those described in BT6.24. For example: Trees or portions of trees must be fully suspended above the ground when yarding across the SMA. For areas where no special protection measures are needed in addition to those stated in BT6.24, enter None.

<sup>4/</sup> Do not include the following part of the provision when printing contract if there are no limited operating periods.

<sup>5/</sup> List applicable payment units, cutting units or road numbers, such as Cutting Units 1 and 4. Display on Sale Area Map using the appropriate symbol for the SMA type in the first table.

<sup>6/</sup> List operation(s) restricted, such as: felling and yarding, hauling, road construction, road maintenance, brush disposal, erosion control, all mechanized, or All.

<sup>7/</sup> List the period operations are not permitted, such as April 1 – June 15, annually.

**WO-CT6.32#**

**CT6.32# – PROTECTION OF RESERVE TREES.** (4/04) Purchaser's damage or destruction of reserve trees described in CT2.3# will cause serious and substantial silvicultural or other damage to the National Forest. It will be difficult if not impossible to determine the amount of such damage. Therefore, Purchaser shall pay as fixed, agreed, and liquidated damages \$1/\_\_\_\_\_ for each 2/\_\_\_\_\_ reserve tree and \$1/\_\_\_\_\_ for each 2/\_\_\_\_\_ reserve tree damaged or destroyed by Purchaser's Operations, in addition to amounts payable under BT3.44 and BT3.45.

Damage, as used herein, includes any injury to the living crown, bole, or roots of reserve trees. If areas are marked on the ground around such reserve trees, operation of heavy equipment or skidding of products within the area shall be considered to be damage to the tree.

***INSTRUCTIONS: Include in sales where certain trees or groups of trees (such as trees reserved for wildlife, seed trees, superior trees, research trees, etc.) are not to be cut within clearcutting units, overstory removal units, understory removal units, road clearing limits, or other authorized clearings.***

***Include CT2.3# as a companion provision.***

***Do not list BT6.32 as inapplicable in AT18.***

***1/ The dollar entry should reasonably represent the special value or average investment in such trees.***

***2/ Enter the type of reserve tree or enter NA.***

***WO-CT6.341 , 2400-6T***

CT6.341 – PREVENTION OF OIL DISCHARGES. (7/22) ) If Purchaser maintains storage facilities for oil or oil products on Sale Area, Purchaser shall take appropriate preventative measures to ensure that any harmful discharge of such oil or oil products does not enter into or upon any navigable waters, adjoining shorelines, or other waters of the United States, as prescribed in 40 CFR 110. As soon as Purchaser has knowledge that measures, as described in BT6.34 fail to prevent a discharge into or upon navigable waters or adjoining shorelines of the United States, Purchaser shall notify the Forest Service Representative the National Response Center and any other appropriate State agencies. In accordance with 40 CFR 110.6, all harmful discharges that occur as a direct or indirect result of Purchaser's operations, regardless of whether such discharges are caused by Purchaser's employees, agents, Subcontractors, or their employees or agents, directly or indirectly, as a result of Purchaser's Operations must be reported.

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

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

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

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

***Instructions: Include in all contracts. Make BT6.341 inapplicable.***



**WO-CT6.62#**

CT6.62# – SITE SPECIFIC WETLANDS PROTECTION MEASURES. (7/01) Measures needed to protect wetlands identified on the Sale Area Map or on the ground include: 1/

***INSTRUCTIONS: Use in contracts where needed to protect wetlands, as defined in Executive Order 11990.***

***Do not list BT6.62 as inapplicable in AT24.***

***1/ List special protection measures needed. Protection measures shall conform to the direction in EO 11990 and FSM 2525, 2526, and 2527.***

***Streamcourses subject to BT6.5 are not wetlands, but those streamcourses may be within wetlands as defined by the Executive Order.***

**WO-CT6.81**

**CT6.81 – PRODUCT IDENTIFICATION.** (5/07) Unless Contracting Officer determines that circumstances warrant a written waiver or adjustment, Purchaser shall:

- (a) Before removal from Sale Area, hammer brand all products on each end.
- (b) Paint all products, except for Alaska yellow cedar, on each end with a spot of highway-yellow paint.
- (c) For all products, except Alaska Yellow Cedar, where the Regional Forester has approved shipment to the contiguous 48 States for processing, paint all such products on each end with a spot of highly-visible green paint. Both a highway-yellow and a highly-visible green spot shall be visible on these products.
- (d) For all products, except Alaska Yellow Cedar, where the Regional Forester has approved export to foreign markets, paint all such products on each end with a spot of highly-visible orange paint, completely covering any yellow paint spot.

Contracting Officer shall assign brands and Purchaser shall register them with the State of Alaska. Purchaser shall use assigned brand exclusively on logs from this sale until Contracting Officer releases brand.

Purchaser shall apply paint spots before removal from Sale Area, unless Contracting Officer approves product sorting after removal. Each paint spot must be not less than three (3) square inches in size. Purchaser will furnish and apply paint of a lasting quality (oil-base or equivalent). Highway-yellow, green, and orange paint are not to be applied to products from this timber sale for purposes other than those stated above.

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

***INSTRUCTIONS: Include in all new FS-2400-6T contracts in Region 10.***

***List BT6.81 as inapplicable on AT18.***

**WO-CT6.84, 2400-6T**

**CT6.84 – ACCOUNTABILITY (Option 1) (7/22).** Prior to hauling products from the Sale Area, products shall be accounted for as follows:

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

***INSTRUCTIONS: Include in all new contracts in regions 1-6. Use CT6.84 (Option 2) in all new contracts in regions 8-10 when product removal receipts are required.***

**WO-CT6.84, 2400-6T**

**CT6.84 – ACCOUNTABILITY (Option 2) (7/22).** Prior to hauling products from the Sale Area, products shall be accounted for as follows:

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

***INSTRUCTIONS: For use in all new contracts in regions 8-10 when product removal receipts are required.***

***WO-CT8.212***

CT8.212 - MARKET-RELATED CONTRACT TERM ADDITION. (11/08)The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in AT17. Purchaser will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Purchaser's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Purchaser's written request for a market-related contract term addition before the expiration of this contract.

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

- (i) The sale was awarded after December 31, 2006; and
- (ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

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

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

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

**INSTRUCTIONS:** Include in all new contracts except those where the primary management objective requires prompt removal of the timber, such as, timber is subject to rapid deterioration, timber is in a wildland-urban interface area, or hazard trees adjacent to developed sites. May be added to existing contracts awarded after December 31, 2006 when requested by purchaser.

Make B8.212 inapplicable by listing in AT18.

**WO-CT8.4**

CT8.4 – PERFORMANCE BY OTHER THAN PURCHASER. (4/04) This Section adds subparagraph (b)(iii) to BT8.4 as follows:

(iii) Specifically assumes in writing the obligations of Purchaser as listed in Small Business Certification executed by Purchaser and attached to and made a part of this contract.

***INSTRUCTIONS: Include in contracts for all SBA set-asides. This is an addition to BT8.4 subparagraph (b).***

***Include CT8.73 as a companion provision.***

***Do not list BT8.4 as inapplicable in AT18.***

**WO-CT8.41**

CT8.41 – LIMITATION OF PERFORMANCE BY OTHER THAN PURCHASER. (4/99) BT8.4 and CT8.4 notwithstanding, acquisition or assumption of Purchaser's rights or obligations under this contract by another party shall not be approved by Forest Service unless the party qualifies as a small business under the Small Business Act, as amended, and the regulations issued thereunder.

***INSTRUCTIONS: Include in contracts where a qualified small business purchaser elects Forest Service construction of specified roads shown in sale advertisement.***

***Provisions CT2.323 and CT4.12# are companion provisions and must be included in the contract.***

**CT8.64 Debarment and Suspension Certification (3/18).** Pursuant to 2 CFR 180 and 2 CFR 417, Purchaser shall certify and obtain certifications from its Subcontractors regarding debarment, suspension, ineligibility, and voluntary exclusion, including additional Subcontractors obtained after award of this contract. “Subcontractors” are participants in lower tier covered transactions.

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

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

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

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

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

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

*Instructions: Mandatory in all new contracts. Make BT8.64 inapplicable. Contracting Officers shall provide Purchaser with forms AD-1047 and AD-1048 upon award. Do not modify existing contracts to include this provision.*



**WO-CT8.66# (Option 1)**

**CT8.66# – USE OF TIMBER (Option 1).** (4/04) (a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, *et seq.*).

(b) Except for 1/\_\_\_\_\_ determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Purchaser or any person as defined in the Act (16 USC 620e).

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

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

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

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

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

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

(f) Prior to delivering unprocessed Included Timber to another party, Purchaser shall require each buyer, exchangee, or recipient to execute an acceptable agreement that will:

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

(iii) Require the execution of such agreements between the parties to any subsequent transactions involving the timber;

(iv) Require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and

(v) Otherwise comply with the requirements of the Act (16 USC 620d).

(g) No later than 10 days following the execution of any such agreement between Purchaser and another party, Purchaser shall furnish to Forest Service a copy of each such agreement. Purchaser shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.

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

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

***INSTRUCTIONS: Include this provision in all new contracts in Regions 1 through 6.***

***1/ If there is surplus volume enter either "Port Orford-cedar" or "Alaska yellow-cedar" in the blank.  
If there is no surplus volume, enter "NONE."***

**WO-CT8.66 (Option 2)**

CT8.66 – USE OF TIMBER (Option 2). (5/07) (a) Unprocessed timber on National Forest System lands in Alaska may not be exported from the United States or shipped to other States without prior approval of the Regional Forester. Unprocessed timber, that is approved for shipment to the contiguous 48 States, shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands pursuant to the prohibitions in the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620 et seq.).

(b) Except for western red cedar, timber manufactured into the following shall be considered processed: (i) lumber or construction timbers meeting current American Lumber Standards (ALS) grades or Pacific Lumber Inspection Bureau (PLIB) Export R or N list grades, sawn on four sides, not intended for remanufacture; (ii) lumber, construction timbers, or cants for remanufacture meeting current ALS grades or PLIB Export R or N list clear grades, sawn on four sides, not to exceed 12 inches (30.5 cm) thick; (iii) lumber, construction timbers, or cants for remanufacture that do not meet the grades referred to in (b)(ii) and are sawn of four sides, with wane less than 1/4 of any face, not exceeding 8-3/4 inches (22.2 cm) thick; (iv) chips, pulp, or pulp products; (v) veneer or plywood; (vi) poles, posts, or pilings cut or treated with preservatives for use as such; (vii) shakes or shingles; (viii) plywood bolts, not exceeding 100 inches (250 cm) in length; (ix) pulp logs or cull logs processed at domestic pulp mills, domestic chip plants, or other domestic operations for the purpose of conversion of logs into chips; or (x) spruce musicwood bolts, not exceeding 30 inches (75 cm) in length.

(c) Western red cedar timber manufactured into the following shall be considered processed: (i) lumber or construction timbers meeting current American Lumber Standards (ALS) grades of Number 3 dimension or better or Pacific Lumber Inspection Bureau (PLIB) Export R list grades, with a maximum cross section of 2,000 square centimeters (310 square inches) for any individual piece of processed western red cedar, regardless of grade; (ii) chips, pulp, or pulp products; (iii) veneer or plywood; (iv) poles, posts, or pilings cut or treated for use as such; or (v) shakes or shingles.

(d) Timber in the following forms shall be considered unprocessed: (i) trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use and (ii) lumber, construction timbers, pulpwood bolts, or cants intended for remanufacturing and not meeting the processed timber standards in paragraphs (b) or (c).

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

(f) Prior to beginning operations under this contract, Purchaser shall furnish to Contracting Officer, in writing, the names and addresses of the processing plants or other locations to which the timber is expected to be delivered. Prior to hauling or towing to any different locations, Purchaser shall furnish like information concerning the different locations.

(g) Prior to delivering unprocessed Included Timber to another party, Purchaser shall require each buyer, exchangee, or recipient to execute an acceptable agreement that shall: (i) identify the Federal origin of the timber; (ii) specify domestic processing for the timber involved; (iii) require the execution of such agreements between the parties to any subsequent transactions involving the timber; and (iv) require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable.

(h) No later than 10 days following the execution of any such agreement between Purchaser and another party, Purchaser shall furnish to Forest Service a copy of each such agreement. Purchaser shall retain, for 3 years from the Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.

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

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

***INSTRUCTIONS: Include in all new contracts in Region 10.***

**WO-CT8.71**

CT8.71 – TRIPARTITE LAND EXCHANGE. (4/99) Purchaser agrees that timber values for which cash payment is required under BT4.0 may be applied to any land exchange transaction authorized by law under which the owner of offered lands agrees to accept the money value of timber sold for the value of land granted to the United States.

***INSTRUCTIONS: Use in new contracts at time of execution (or later through contract modification) when the Forest Service has entered into a tripartite agreement to initiate a land exchange.***

**WO-CT8.72**

CT8.72 – BIPARTITE LAND EXCHANGE. (4/04) Purchaser has offered to exchange land owned by Purchaser, as described in a separate exchange agreement. When title to offered land has been accepted by the United States, Forest Service agrees that the value of the offered land is a land exchange credit and shall be applied to charges for timber in lieu of cash deposits under BT4.21. If Purchaser desires to cut timber prior to acceptance of title by the United States, cash deposits shall be refunded when title to an equivalent value of land is accepted, to the extent such deposits are not needed to satisfy other charges.

***INSTRUCTIONS: Use in new contracts at time of execution (or later through contract modification) where purchaser is the owner of land conveyed to the United States under a bipartite land exchange agreement.***

## **WO-CT8.73**

**CT8.73 – REQUIREMENT FOR SMALL BUSINESS PROCESSING.** (4/04) To meet the requirements of the small business timber sale set-aside program, Purchaser shall not sell, trade, exchange, or otherwise convey for processing more than 30 percent (50 percent in Alaska) of the advertised sawtimber volume of this sale to a concern that is not a small business within the meaning of the small business size regulations found in 13 CFR 121.507.

Purchaser shall, at the time of execution of this contract, complete the “Small Business Certification” (SBA form 723) and submit it to Contracting Officer. The completed certification together with its provisions pertaining to the disposition, manufacturing, and record keeping requirements of Included Timber by Purchaser and other small business concerns is hereby made a part of this contract.

Upon request of Contracting Officer or an officer of the Small Business Administration, Purchaser shall furnish all records sufficient to verify eligibility and compliance with the requirements of this program. Such records may include employee payroll records, disposition of Included Timber records, and other documents as necessary.

Failure to provide records upon request, filing false information, or making false statements relating to SBA size status or failing to comply with the disposition and manufacturing requirements of Included Timber shall be considered a breach of this Subsection and may result in termination of this contract pursuant to BT9.31.

***INSTRUCTIONS: Include in all contracts awarded under the Small Business Timber Sale Set-aside Program. Do not include for sales offered under the Special Salvage Timber Sale Program.***

***Include CT8.4 as a companion provision.***

#### **WO-CT8.74**

**CT8.74 – SSTS PROCESSING REQUIREMENTS AND RECORDS.** (4/04) To meet the requirements of the Special Salvage Timber Sale (SSTS) Program, established in conjunction with the Small Business Administration, and as found in 13 CFR 121.508, Purchaser agrees:

(a) If any part of Included Timber is to be resold, that, as an eligible logger, it will accomplish a significant portion of the logging operation, exclusive of hauling, with its own employees. “Significant portion” means that Purchaser uses its own employees to accomplish two or more of the following logging elements: (i) felling and bucking, (ii) skidding/yarding, and (iii) loading. Purchaser further agrees to subcontract such SSTS logging elements not accomplished with its own employees only to concerns eligible for preferential award of an SSTS.

(b) If Included Timber is not to be resold for manufacture into lumber and timbers, Purchaser will manufacture a significant portion of the logs with its own employees. “Manufacture of logs” means, at a minimum, a breakdown of a log into the rough cut of the finished product. Purchaser further agrees to accomplish the logging of SSTS timber, exclusive of hauling, with its own employees or to subcontract such logging only to concerns eligible for preferential award of an SSTS.

(c) Upon request of Contracting Officer or an officer of the Small Business Administration, Purchaser shall furnish all records sufficient to verify eligibility and compliance with the requirements of this program. Such records may include employee payroll records, subcontracting records, disposition of Included Timber records, and other documents as necessary.

Failure to provide records upon request, filing false information, or making false statements relating to SBA size status or failing to comply with the disposition and manufacturing requirements of Included Timber shall be considered a breach of this Subsection and may result in termination of this contract pursuant to BT9.3.

***INSTRUCTIONS: Include in all contracts advertised under the SSTS Program.***



***WO-CT9.1***

CT9.1 – PERFORMANCE BOND. (08/21) As a further guarantee of the faithful performance of the provisions of this contract, Purchaser delivers herewith and agrees to maintain a surety bond in the dollar amount stated in AT14, unless the amount is adjusted as provided in CT9.11 or BT9.13. In lieu of surety bond, Purchaser may deposit into a Federal Depository, as directed by Forest Service under BT4.21, and maintain therein, cash in the dollar amount stated in AT14.

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

***INSTRUCTIONS: Include in all new FS-2400-6T contracts.***

***List BT9.1 as inapplicable in AT18.***

**WO-CT9.11**

CT9.11 – BOND REDUCTION. (08/21) Upon Purchaser's written request, Contracting Officer shall redetermine the amount of Purchaser's performance bond to an amount not less than Purchaser's remaining obligations, including the value of Included Timber remaining on Sale Area, plus the estimated cost of uncompleted work required of Purchaser and any unpaid billings due on the timber sale. Contracting Officer shall provide written notice of the redetermined amount to Purchaser and to Purchaser's surety. Similarly, Contracting Officer shall report to Purchaser in writing the amount of deposited cash required thereafter if such deposits exist in lieu of a surety bond.

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

***INSTRUCTIONS: Include in all new FS-2400-6T contracts.***

***List BT9.11 as inapplicable in AT18.***