

CT2.30# - CUTTING UNIT BOUNDARIES. (07/2022)

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.

**See Cutting Unit Boundary Designation Table.**

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 N/A and dated N/A. 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 N/A 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 N/A canopy of N/A feet.

National Technology Development Program GPS Receiver accuracy reports by GPS manufacturer and model are available at: <https://www.fs.usda.gov/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.

**CT2.30#, CUTTING UNIT BOUNDARIES**

**Cutting Unit Boundary Designation Table**

Cutting Unit(s)	Paint Color	Designation Method	Description
1, 2, 3, 4, 5, 6, 7, 8, 9	Orange	Marked	Boundary trees are marked with two diagonal slashes facing into the payment unit. Sharp changes in the boundary direction are indicated with three slashes instead of two.
1		Discernable	Western boundary is <b>176<sup>th</sup> Avenue</b>
2		Discernable	Northern boundary is <b>Jefferson Road</b> Eastern boundary is <b>176<sup>th</sup> Avenue</b>
3		Discernable	Southern boundary is <b>Madison Road</b>
4 & 6		Discernable	Eastern Boundary is <b>176<sup>th</sup> Avenue</b> Southern boundary is <b>Monroe Road</b>
5		Discernable	Northern boundary is <b>Monroe Road</b>
7 & 8		Discernable	Northern boundary is <b>Madison Road</b> Eastern boundary is <b>176<sup>th</sup> Avenue</b>
10 (specified road units)		Discernable	Unit boundary is the specified road clearing limits as staked and described in road specifications package.

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

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

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

Individual trees to be cut are Marked with indicated color above and below stump height in all or parts of the following Payment Unit(s). Areas of cut tree marking are shown on the Sale Area Map with the symbol "CTM."

PAYMENT UNIT(S)

PAINT COLOR

**CT2.356# - INDIVIDUAL TREES, LEAVE TREE MARKING**

Individual trees which are NOT TO BE CUT are Marked with indicated color above and below stump height in all or parts of the following Payment Unit(s).

Payment Unit(s)	Paint Color
6 and 9	Orange

CT2.356# - INDIVIDUAL TREES, LEAVE TREE MARKING (06/2009)

Individual trees which are NOT TO BE CUT are Marked with indicated color above and below stump height in all or parts of the following Payment Unit(s). Areas of leave tree marking are shown on the Sale Area Map with the symbol "LTM."

Payment Unit	Paint Color
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CT2.355#, INDIVIDUAL TREES, CUT TREE MARKING (CTM)

Paint Color Table

Payment Unit(s)	Paint Color
4, 5, 7, 8	Blue
1, 2, 3	Blue and Green <sup>1</sup>
10	Green <sup>2</sup>

1) Green trees are marked skid trails.

2) Payment Unit 10 Trees are painted with double green dots facing toward road entry.

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

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

CT4.211 - DOWNPAYMENT (07/2022)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Periodic payment amount(s) shown in AT16 will be revised when periodic payment amount(s) have not been reached at time of rate redetermination under BT3.3. When shown in AT16, the initial payment amount will be equal to 1) or 2), whichever is greater:

1) 35 percent of the sum of:

a) the Current Contract Value following the rate redetermination; and

b) the total value of timber shown on the timber sale statement of account as having been cut, removed, and paid for prior to establishing redetermined rates. Or

2) 50 percent of the sum of estimated quantities at bid premium rates.

When shown in AT16, the additional payment amount will be equal to 75 percent of the sum of:

1) the Current Contract Value following the rate redetermination; and

2) the total value of timber shown on the timber sale statement of account as having been cut, removed, and paid for prior to establishing redetermined rates.

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

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

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

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

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

If Purchaser furnishes an acceptable bond in accordance with CT4.3 to guarantee payment for timber from this and other timber sales within the same National Forest or geographic area as listed below, the amount of such bond shall be allocated to such timber sales by Forest Service. When there is to be no timber cutting hereunder for 30 days or more and payment of current charges has been made, the allocation to this timber sale shall be reallocated to other timber sales at Purchaser's request. Purchaser shall not start cutting hereunder until this timber sale receives an allocation that will meet the unobligated balance needed on Timber Sale Account for payment guarantee under BT4.212.

A geographic area as stated in this provision contains the following National Forests: N/A

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

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

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

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

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

- (i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.
- (ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.
- (iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).
- (iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.
- (d) Forest Service remedies for Purchaser's failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Purchaser's Operations, and administrative offset, shall be stayed for so long as:
  - (i) A bona fide dispute exists as to Purchaser's obligation to make such payment and
  - (ii) Purchaser files and prosecutes a timely Claim.

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

Purchaser shall apply and maintain 6 inches of MI23A, MI21AA, or equivalent on all Temporary Road approaches to surfaced roads for a distance of 50 feet back from the surfaced road. Surfaced roads include those with asphalt and/or gravel .

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

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

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

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

**See Restricted Road List Table.**

**CT5.12# - USE OF ROADS BY PURCHASER**

**Restricted Road List**

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
N/A	Tall Timber Dr	Tall Timber Dr	FR 6094	X	Hauling Prohibited

Construction of Specified Roads shall be completed no later than 04/30/2027; except for earlier construction completion dates for roads listed below:

Road Number	Road Name	Station From	To	Completion Date
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N/A

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.

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

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

**See Contract Road Maintenance Requirements Summary Table.**

## CT5.31# ROAD MAINTENANCE REQUIREMENTS

### SECTION 1. GENERAL

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

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

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

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

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

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

### SECTION 2. ROAD MAINTENANCE DEFINITIONS

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

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

Borrow. Select Material taken from designated borrow sites.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CT5.31# Road maintenance Requirements**

*Sections 1, 2, and 4, of the Road Maintenance Requirements are attached at the end of this provision.*

**SECTION 3. ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE**

Road	Termini		Miles	Applicable Pre-haul Road Maintenance Specifications	
	From	To		T-8110	T-8130
N/A	N/A	N/A	N/A	N/A	N/A

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications	
	From	To		T-8110	T-8130
FR 6090	Madison Rd	PU 7 Landing or Turnaround	0.5	P	N/A
FR 6093	176 <sup>th</sup> Ave	PU 7 Landing or Turnaround	0.6	P	N/A
FR 6094	176 <sup>th</sup> Ave	Tall Timber Dr	0.25	P	P
FR 6095	176 <sup>th</sup> Ave	PU 2 Landing or Turnaround	0.3	P	N/A

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		T-8110	T-8130
FR 6090	Madison Rd	PU 7 Landing or Turnaround	0.5	P	N/A
FR 6093	176 <sup>th</sup> Ave	PU 7 Landing or Turnaround	0.6	P	N/A
FR 6094	176 <sup>th</sup> Ave	Tall Timber Dr	0.25	P	P
FR 6095	176 <sup>th</sup> Ave	PU 2 Landing or Turnaround	0.3	P	N/A

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

## **SECTION 4. ROAD MAINTENANCE SPECIFICATIONS**

### **INCLUDED SPECIFICATIONS**

<u>Specification No.</u>	<u>Specification Title</u>
T-8110	Maintenance Blading/Grading
T-8130	Spot Surface Course Placement/Replenishment

#### **T-8110 Maintenance Blading/Grading**

### **DESCRIPTION**

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

### **EQUIPMENT**

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

<b>Road Number</b>	<b>Road Termini - From</b>	<b>Road Termini - To</b>	<b>Equipment Description</b>
FR 6090	Madison Rd	PU 7 Landing or Turnaround	Motor Grader or equivalent
FR 6093	176 <sup>th</sup> Ave	PU 7 Landing or Turnaround	Motor Grader or equivalent
FR 6094	176 <sup>th</sup> Ave	Tall Timber Dr	Motor Grader or equivalent
FR 6095	176 <sup>th</sup> Ave	PU 2 Landing or Turnaround	Motor Grader or equivalent

### **REQUIREMENTS**

- 3.1 Maintenance Blading/Grading shall be performed to facilitate traffic and proper drainage before, during, or after Purchaser's use as required by Section 3. Road Maintenance Requirements Schedule.
- 3.2 The surface blading shall preserve the existing cross-section. Surface irregularities shall be eliminated and the surface left in a smooth, free-draining state needed to facilitate traffic. Surface Course Material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to conserve Surface Material and to provide for a thorough mixing of the Material being worked.
- 3.3 On aggregate surfaced roads Material generated from back slope Sloughing and ditch cleaning shall not be blended with Surface or Base Course Material unless agreed otherwise
- 3.4 Roadway back slopes shall not be undercut.
- 3.5 Drainage Dips and Lead-off Ditches shall be cleaned and maintained to retain the

existing line, grade, and cross-section.

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

## **T-8130 Spot Surface Course Placement/Replenishment**

### **DESCRIPTION**

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

### **MATERIALS**

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

### **REQUIREMENTS**

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

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

<b>Road Number</b>	<b>Type Material</b>	<b>Finished Compacted Thickness Specified</b>	<b>Total Quantity (Tons or cu.yds.)</b>	<b>Compaction Method</b>
FR 6090, 6093, 6094, and 6095 (Specific locations will be agreed upon during road maintenance, by Forest Service personnel)	MI23A MI21AA, or equivalent	Thickness to be specified by Forest Service during road maintenance activities	30 cu yards	Motor Grader or Equivalent

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

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

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

1. Blade will be equipped with skid shoes to prevent loss of surfacing and damage to the road bed. On gravel and native surface roads, a minimum one -inch depth compacted snow mat will be maintained on the roadbed during blading.
2. Snow shall be removed from the entire road width, including turnouts.
3. Snow berms will be reduced at road intersections where plowed road segments join unplowed road segments. Reduce the piled snow in the roadway to create a smooth transition from plowed road to normal snow depth.
4. Openings will be created in snow berms as needed for proper drainage. Remove snow, ice, and debris from culverts and other drainage structures as needed to ensure efficient flow of water.
5. Tracked or cleated vehicles will not be used for snow removal without prior written approval of Forest Service Representative.

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

Unless agreed otherwise, the following special protection measures apply:

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

Designation methods:

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

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

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

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

**CT6.24#, SITE SPECIFIC SPECIAL PROTECTION MEASURES**

**Special Measures Areas (SMA)**

<b>SMA Type</b>	<b>Designation Method</b>	<b>Special Protection Measure in Addition to BT6.24</b>
SMA1	(b) SMA is shown on SAM and is designated by painted orange boundary.	All logging operations and equipment are prohibited within the SMA area.

**Sale Limited Operating Period(s)**

<b>Payment Unit</b>	<b>Operation(s) Restricted</b>	<b>Period Operations are Not Permitted</b>
N/A	N/A	N/A

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

Unless changed by written agreement, only **four, not including PU 10 (Specified Road Payment Unit)** Payment Units may be released at one time, and the sequence of cutting Payment Units shall be: **PU 6 before PU 4**.

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

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

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

Restricted operations/activities:

Within Payment Unit 1, all felling and skidding operations will be restricted between March 15 and September 15, inclusive annually, due to oak wilt restrictions and wildlife operating restrictions.

Within Payment Units 2, 3, and 4, all felling and skidding operations will be restricted between April 15 and August 30, inclusive annually, due to oak wilt restrictions and wildlife operating restrictions.

Within Payment Units 5, 7, 8, and 10, all felling and skidding operations will be restricted between April 15 and July 15, inclusive annually, due to oak wilt restriction.

Within Payment Units 6 and 9, all felling and skidding operations will be restricted between April 1 and September 30, inclusive annually, due to oak wilt restrictions, wildlife operating restrictions, and aspen regeneration.

Within ALL Payment Units, retain snags greater than 5 inches in diameter unless they are a safety hazard.

Within All Payment Units, retain all tip-wood (treetops less than 4 inches in diameter).

Within Payment Unit 10 (Specified Road Payment Unit), stumps may be removed within 24 hours in lieu of herbicide treatment. Refer to CT6.41# - Treatment of Stumps for additional requirements.

To prevent the spread of non-native invasive plants, equipment must be cleaned prior to moving onto this sale and the following equipment cleaning schedule will be followed:

Cleaning Required		To									
	Payment Unit	1	2	3	4	5	6	7	8	9	10
From	1	X	NO	NO	Required	Required	Required	Required	Required	Required	Required
	2	Required	X	NO	Required	Required	Required	Required	Required	Required	Required
	3	Required	NO	X	Required	Required	Required	Required	Required	Required	Required
	4	Required	Required	Required	X	Required	Required	Required	Required	Required	Required
	5	NO	NO	NO	Required	X	Required	NO	NO	NO	Required
	6	NO	NO	NO	NO	NO	X	NO	NO	NO	Required
	7	NO	NO	NO	Required	NO	Required	X	NO	NO	Required
	8	NO	NO	NO	Required	NO	Required	NO	X	NO	Required
	9	NO	NO	NO	Required	NO	Required	NO	NO	X	Required
	10	Required	Required	Required	Required	Required	Required	Required	Required	Required	X

Equipment can be moved from PU 6 into any other PU without being cleaned.

Equipment can be moved among PUs 5, 7, 8, and 9 without being cleaned.

Equipment can be moved from PUs 5, 7, 8, and 9 into PUs 1, 2, or 3 without being cleaned.

Equipment from PU 1 can be moved into PUs 2 or 3 without being cleaned.

Equipment may be moved among PUs 2 or 3 without being cleaned.

Equipment from PU 4 must be cleaned before moving into any other PU, except for designated skidding/landing in PU6.

Equipment from PU 10 (Specified Road Unit) must be cleaned before moving into any other PU.

Prohibited operations/activities:

N/A

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

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

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

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

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

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

CT6.41# - TREATMENT OF STUMPS (08/2018)

Unless otherwise agreed to in writing, in Cutting Units ALL, Purchaser shall treat the stumps of all live conifer trees cut by Purchaser between March 1 - December 31, inclusively, that have a stump diameter larger than one inches. Treatment should be done as soon after tree felling as practical, preferably within 1 or 2 hours, but no later than 24 hours. Treatment shall consist of removing sawdust and other loose debris from the cut surface of the stump including exposed wood surfaces on all sides, and apply powder or liquid products registered to prevent Heterobasidion annosum according to the manufacturers directions and the following instructions:

POWDER APPLICATION - Apply enough powder to lightly cover stump surface including exposed wood surfaces on all sides (approximately 1 pound per 50 square feet of exposed wood surface). Stumps should be level and have no splinters for most effective use. Best method of application is to sprinkle the material salt shaker style on the freshly cut stump surface. Care should be used during application to minimize off-site applications of material. A powder dye shall be added as an aid to insure complete coverage.

LIQUID APPLICATION - Apply the solution, mixed according to the manufacturers directions, by brush, or spray, to the stump until the surface is thoroughly wet (use rates specified by applicable label instructions). Apply the solution to all exposed wood surfaces. A liquid dye shall be added to the solution as an aid to insure complete coverage.

Purchaser shall only use material registered by the Environmental Protection Agency (EPA) for Heterobasidion annosus root disease control and follow all applicable label instructions. Purchaser shall follow all applicable OSHA requirements for use of pesticides and dyes.

CT6.412 - STUMP MARKS (06/2009)

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

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

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

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

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

Other specific slash disposal requirements are as follows:

SDZ1: Slash resulting from Purchaser's operations within 25 feet of private property shall be lopped and scattered to lie within 24 inches of the ground.

SDZ2: Along roads: 6090, 6093, 6094, 6095, 176th, Madison, Monroe, and Jefferson all purchaser generated slash shall be removed from the cleared right of way and all purchaser generated slash within 100ft of the cleared ROW shall be lopped and scattered to lie within 24 inches of the ground.

CT7.2 - FIRE PRECAUTIONS (06/2009)

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

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

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

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

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

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

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

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

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

Additional contract time may not be granted for those portions of the contract that have a required completion date or for those portions of the contract where Contracting Officer determines that the timber is in need of urgent removal or that timber deterioration or resource damage may result from delay, or where timber is designated by diameter and delay may change the treatment as a result of trees growing into or out of the specified diameter range(s).

CT8.4 - PERFORMANCE BY OTHER THAN PURCHASER (04/2004)

This provision 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.

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

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

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

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

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

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

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

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

CT8.73 - REQUIREMENT FOR SMALL BUSINESS PROCESSING (04/2004)

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.

CT9.1 - PERFORMANCE BOND (08/2021)

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

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

CT9.11 - BOND REDUCTION (08/2021)

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

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