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WO-KT-CT.1.1#

KT-CT.1.1# – TIMBER SUBJECT TO AGREEMENT. (9/04) In addition, there is within Contract Area an unestimated quantity of:

Species	Product

that shall be Included Timber upon written agreement.

INSTRUCTIONS: Include in contracts having timber subject to agreement.

Do not list CT.1.1 as inapplicable in AT.18.

Utilization standards and payment rates will be stated in AT.2 and AT.4 of the sample and final contracts. The entries in AT.2 will be identified by the heading "Timber Subject to Agreement under KT-CT.1.1#."

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

WO-KT-CT.3#

KT-CT.3# – RESERVE TREES. (9/04) Notwithstanding the designations for cutting under CT.3.1, CT.3.2, CT.3.3, or CT.3.4, 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 KT-GT.3.2#. Units with reserve trees are shown on Contract Area Map.

INSTRUCTIONS: Include in contracts 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 KT-GT.3.2# as a companion provision. Show units with reserve trees on the contract area map.

Do not list CT.3 as inapplicable in AT.18.

Reserve trees must be plainly identified prior to contract advertisement.

1/ Enter wildlife, superior tree, etc.
2/ Enter method.

WO-KT-CT.3.2.3

KT-CT.3.2.3 – CONSTRUCTION CLEARING. (9/04) Contractor shall not fell timber within the clearing limits of Specified Roads shown in contract advertisement nor shall products from such timber be removed until Forest Service notifies Contractor in writing of location and availability. Such timber is Included Timber and that timber meeting Utilization Standards shall be removed by Contractor 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 Contractor from subcontracting logging of right-of-way timber from road contractor.

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

Include KT-ET.1.2# and KT-IT.4.1 as companion provisions when a qualified small business contractor elects Forest Service construction of specified roads.

Include KT-ET.1.2# as a companion provision when the contractor elects for the Forest Service to construct higher standard roads.

WO-KT-CT.3.5.1#

KT-CT.3.5.1# – DESIGNATION BY SPACING. (9/04) Within Payment Unit(s) _____, as shown on Contract Area Map, all 1/_____ trees, except trees Marked with 4/_____ paint or described to be left uncut, that meet Utilization Standards and one or more of the following criteria are designated for cutting.

(a) The required spacing is a maximum average of 2/_____ feet. The tree is within 3/_____ feet of a 1/_____ tree that has a larger stump 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 stump diameter; and this tree is not designated for cutting.

(c) The tree is Marked with 5/_____ paint.

Distances are measured horizontal distance, outside bark stump height to outside bark stump height. Stump diameter is measured outside bark at stump height in a horizontal plane and is the average of a measurement across the short axis through the true center of the stump and a second measurement at right angles to the short axis.

All 1/_____ shall be left as leave trees, unless Marked with 5/_____ paint. No tree greater than or equal to 4/_____ inches stump diameter shall be cut, unless Marked with 5/_____ paint. Cutting unit boundaries and other trees that shall be left uncut are Marked with 5/_____ paint.

Contractor and Forest Service shall agree to skid trail location under GT.4.2.2. Skid trails shall be no greater than _____ feet wide with a _____ foot spacing. Quantities of trees located in skid trails (are) (are not) Included Timber under AT.2.

INSTRUCTIONS: For optional use on contracts that utilize spacing guidelines to designate trees to be cut and removed. Use for plantation thinnings, thinnings from below, or in uniform stands of relatively low value. Use DxSPA for contract area map symbol. Insert NA 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 live trees or dead trees and/or species, or enter NA if all trees that meet the criteria are included timber.
2/ State a specific distance to the whole foot. Do not show decimals, e.g., 10 feet.
3/ Enter one-half of the desired spacing. State a specific distance to the whole foot. Do not show decimals, e.g., 10 feet.
4/ State to the whole inch. Do not show decimals, e.g., 12 inches.
5/ State paint color for cut (blue, yellow, or green) and/or leave or cutting unit boundary (orange) trees.

WO-KT-CT.3.5.2#

KT-CT.3.5.2# – DESIGNATION BY SPECIES AND DIAMETER. (9/04) Trees that meet Utilization Standards are designated for cutting, as shown on the Tree Designation Table and Contract Area Map, except trees Marked with 4/_____ paint or described to be left uncut.

Tree Designation Table

Payment Unit(s)	Designated Species 1/	More than Stump Diameter (inches) 2/	Less than Stump Diameter (inches) 2/

Additional trees to be cut, if any, are Marked with 4/_____ paint.

All 1/_____ shall be left as leave trees, unless Marked with 4/_____ paint. Leave 1/_____ trees of the designated cut species, 2/_____ inches stump diameter or greater, to avoid leave tree spacing greater than 3/_____ feet. Cutting unit boundaries and other trees that shall be left uncut are Marked with 4/_____ paint.

Distances are measured horizontal distance, outside bark stump height to outside bark stump height. Stump diameter is measured outside bark at stump height in a horizontal plane and is the average of a measurement across the short axis through the true center of the stump and a second measurement at right angles to the short axis.

Contractor and Forest Service shall agree to skid trail location under GT.4.2.2. Skid trails shall be no greater than _____ feet wide with a _____ foot spacing. Quantities of trees located in skid trails (are) (are not) Included Timber under AT.2.

INSTRUCTIONS: For optional use on contracts that utilize tree species and diameter to designate trees to be cut and removed. Use DxSPP for contract area map symbol. This provision may be used for understory removal, overstory removal, or where a range of diameters is to be removed. Insert NA for blanks not used. Where stands contain a definite diameter break, such as large ponderosa pine over small Douglas fir, use CT.3.3 or CT.3.4.

1/ List live or dead and/or species.
2/ State to the whole inch. Do not show decimals, e.g., 12 inches.
3/ State a specific distance to the whole foot. Do not show decimals, e.g., 20 feet.
4/ State paint color for cut (blue, yellow, or green) and/or leave or cutting unit boundary (orange) trees.

WO-KT-CT.3.5.3#

KT-CT.3.5.3# – DESIGNATION BY DAMAGE CLASS. (9/04) Within Payment Unit(s) _____, as shown on Contract Area Map, the following criteria are used to designate trees and other products for cutting and removal:

(a) 1/_____.

(b) Additional trees to be cut, if any, are Marked with 2/_____ paint.

(c) Cutting unit boundaries and other trees that shall be left uncut are Marked with 2/_____ paint.

INSTRUCTIONS: For optional use on contracts 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 DxDAM for contract 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" or "Trees with 100 percent brown or red foliage." Be sure that the damaged trees can be identified after harvest is complete.
2/ State paint color for cut (blue, yellow, or green) and/or leave or payment unit boundary (orange) trees.

WO-KT-CT.3.5.4#

KT-CT.3.5.4# – DESIGNATION BY ROW SPACING. (9/04) Within Payment Unit(s) _____, as shown on Contract 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/_____ paint. Cutting unit boundaries and other trees that shall be left uncut are Marked with 4/_____ paint.

INSTRUCTIONS: For optional use on contracts that utilize plantation rows to designate trees to be cut and removed. Use DxROW for contract 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 (blue, yellow, or green) and/or leave or payment unit boundary (orange) trees.

WO-KT-DT.3#

KT-DT.3# – RATE REDETERMINATION FOR CONTRACT TERM EXTENSION AFTER STUMPAGE RATE MODIFICATION. (9/04) Notwithstanding the provisions of DT.3, rates shall be adjusted by the before/after difference of (+ or -) $_____, applied to redetermined rates, plus Bid Premium Rates, provided that in no case shall such adjustment result in Current Contract Rates less than the cost of essential reforestation or 25 cents per hundred cubic feet or equivalent, whichever is larger, under DT.3.1 or DT.3.3 or 25 cents per hundred cubic feet or equivalent under DT.3.2.

INSTRUCTIONS: Add this provision when modifying contracts to reflect rate adjustments under DT.3.1, DT.3.2, or DT.3.3, unless the modification is prior to a scheduled rate redetermination. The provision identifies the amount by which subsequent rate redeterminations must be adjusted to reflect the prior rate redetermination under DT.3.1, DT.3.2, or DT.3.3.

1/ Insert the rate adjustment per unit of measure for each species group, as indicated by the before and after modification appraisals.

WO-KT-DT.3.5#

KT-DT.3.5# – SCHEDULED RATE REDETERMINATION. (9/04) Contracting Officer shall redetermine rates for Included Timber to be made effective on 1/_____. Redetermined rates for Included Timber shall be used under DT.1 for determination of Current Contract Rates. Rate redeterminations shall cover Included Timber in the entire contract. Base Indices and Required Deposits shall be redetermined. At the time of each rate redetermination, Forest Service shall also determine cost changes for stewardship projects not yet completed. Stewardship project costs shall be adjusted by cost changes to establish a revised AT.4.4.

If rates established by a scheduled rate redetermination result in lower than Current Contract Rates determined from Bid Rates and Base Indices stated in AT.4, such lower rates shall become effective only after at least 2/_____ has been cut and Scaled. However, if the scheduled rate redetermination date is later than the beginning date of contract adjustment under IT.2.1 or IT.2.1T.2, 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 DT.3.1, DT.3.2, or DT.3.3 shall be superceded by any subsequent scheduled rate redetermination.

In scheduled rate redeterminations, Contracting Officer may make modifications in minimum specifications for trees or products in AT.2, road maintenance requirements or deposits in FT.3.1 or FT.3.2, logging methods in GT.4, slash disposal in GT.7, and fire precautionary measures in HT.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 contracts in the Region at the time of rate redetermination and with which Contractor 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 contracts with a contract term longer than 5 years.

1/ Enter a date that represents 3 years, plus the period allowed for the construction of specified roads, from the award date.
2/ Quantity and unit of measure.

WO-KT-ET.1.2#

KT-ET.1.2# – AMOUNT PAYABLE FOR TIMBER. (9/04) The estimated cost of Specified Roads that Contractor has elected to have Forest Service construct is $1/_____. Notwithstanding DT.1, DT.3, ET.1, and IT.2.3 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 DT.4.5.

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 contractor elects Forest Service construction of specified roads shown in contract advertisement or where the contract requires construction of one or more specified roads to a higher standard than needed for the contract and the contractor elects for the Forest Service to construct those higher standard roads.

When the small business road option is elected, revise AT.7 and the Schedule of Items to show no specified road construction or reconstruction. When the contractor elects for the Forest Service to construct those specified roads being built to a higher standard than needed for the contract, revise AT.7 and Schedule of Items to show the remaining amount of required specified road construction or reconstruction.

Include KT-CT.3.2.3 and KT-IT.4.1 as companion provisions when a qualified small business contractor elects Forest Service construction of specified roads.

Include KT-CT.3.2.3 as a companion provision when the contractor 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 contract 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 contract, enter the sum of the road construction cost for the roads being built to a higher standard than needed for the contract and the public works road construction cost for the remaining roads.

Note that, if the contractor elects for Forest Service road construction, cash or cash value of materials under KT-FT.2.1.5# 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 contract 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 contract statement of account.

WO-KT-ET.2.1.9#

KT-ET.2.1.9# – COST SHARE ROAD DEPOSITS. (9/04) Contractor 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, Contractor will be required to make a lump sum payment of $2/_____ for use of cooperative roads. Contractor shall make this deposit in advance of road use, unless Contractor provides a payment bond under ET.3. If a payment bond is provided, Contractor shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. The amount of the Required Deposit will be shown as an associated charge on Contractor's Integrated Resource Account. If Contractor 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 contracts contain cost share roads and payment is required.

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-KT-ET.3.3

KT-ET.3.3 – PERFORMANCE BOND AS SECURITY FOR FELLED TIMBER. (9/04) To the extent of the penal sum of the performance bond provided under JT.1, requirements for advance cash deposits under ET.2.1.2 shall be waived for timber cut but not removed.

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

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

WO-KT-FT.1.1.1#

KT-FT.1.1.1# – RIGHT-OF-WAY REVERSION. (9/04) Rights-of-way will revert to the grantors unless the following roads are constructed prior to the dates shown:

Road Number	**Grantor**	**Reversion Date**

Contractor 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 contracts 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-KT-FT.1.2#

KT-FT.1.2# – USE OF ROADS BY CONTRACTOR. (9/04) Contractor's use of existing roads identified on Contract Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

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

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

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 FT.1.2.

Do not list FT.1.2 as inapplicable in AT.18.

Note reference to contract area map.

WO-KT-FT.1.3#

KT-FT.1.3# – ROAD COMPLETION DATE. (9/04) 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 Contractor or Forest Service. Contracting Officer may modify the completion date in writing to conform to the Technical Proposal under GT.3.1.1 at the request of Contractor.

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

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

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

When Contractor constructs Specified Roads and requests Contract Term Adjustment, completion dates shall be adjusted by number of days that qualify for such adjustment, provided such qualifying days occur before specified construction completion date. When Contractor desires to construct an alternate facility under FT.2.6, Forest Service and Contractor shall agree, in writing, on a construction completion date for alternate facility. Contract Term Adjustment as noted above will apply. Completion date shall be adjusted where a Design Change or physical changes necessitate a modification of Specified Road construction work that increases the scope or magnitude of the required work.

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

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

(a) Contractor constructs Specified Roads and Forest Service furnishes Contractor with written notice of acceptance under GT.3.6 or

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

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

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

1/ Enter date stated in contract 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 contract prospectus, and (2) the Public Works Contract will, upon election of Forest Service construction by contractor, 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-KT-FT.2.1.3#

KT-FT.2.1.3# – DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES. (9/04) Contractor 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 Contractor's use under this contract, pursuant to 16 USC 537.

The total amount to be deposited by Contractor for reconstruction related engineering services to be completed by Forest Service personnel or by public works contract is $_____. Contractor shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. 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 ET.4.

The amount of the required deposit will be shown as an associated charge on Contractor's Integrated Resource 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 Contractor'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 contracts when Forest Service (either by force account or by contract) will perform pre-contract or post-contract engineering services on reconstruction listed in AT.7. Do not use this provision: (1) on contracts 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 contract appraisal.

Small business contractors 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.

WO-KT-FT.2.1.4#

KT-FT.2.1.4# – DEPOSIT FOR ACTUAL RECONSTRUCTION. (9/04) Contractor shall make a cash deposit for actual reconstruction of National Forest system roads necessary to accommodate Contractor's use under this contract, pursuant to 16 USC 537.

The total amount to be deposited by Contractor for actual reconstruction work to be done by Forest Service is $_____. Contractor shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. 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 ET.4.

The amount of the required deposit will be shown as an associated charge on Contractor's Integrated Resource Account. Forest Service shall retain any unexpended deposit for reconstruction related engineering services.

Actual reconstruction shall be commensurate with Contractor'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 contractor. Use of this provision requires Regional Forester approval. Do not use this provision: (1) on contracts 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 contract appraisal.

Use of this provision will normally involve merging deposits from several contracts to reconstruct a facility needed by each of the contracts. 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.

WO-KT-FT.2.1.5#

KT-FT.2.1.5# – COOPERATIVE CONSTRUCTION. (9/04) Contractor and Forest Service agree to cooperate in the construction of the following listed roads in full accordance with Plans listed in AT.7, 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: When Forest Service is inviting contractor to cooperate in constructing a higher standard road or other facility than necessary for the contract only, this provision will be included in an optional package attached to sample contract. If contractor 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 materials are to be used. The actual amounts to be listed will be determined following bidding.

Include KT-FT.2.4.1 as a companion provision.

WO-KT-FT.2.2.1#

KT-FT.2.2.1# – MATERIAL SOURCES. (9/04) Sources of local materials are designated on Plans and Contract Area Map. Forest Service assumes responsibility for the quality and quantity of material in designated sources. Contractor shall determine the equipment and work required to produce the specified product, including the selection of acceptable material that is reasonably available in the source that meets specifications. The designation of source includes the rights of Contractor to use certain area(s) for plant site, stockpiles, and haul roads.

Should the designated source, due to causes beyond the control of Contractor, contain insufficient acceptable material, Forest Service will provide another source with adjustment in accordance with FT.2.5.3.

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

When Contractor elects not to use designated sources and Schedule of Items lists pit development separately, cost allowance will be reduced under FT.2.5.3 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 _____.

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

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

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

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

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

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

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

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 contractor 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-KT-FT.2.4.1

KT-FT.2.4.1 – ESTIMATED COSTS FOR COOPERATIVE ROADS. (9/04) The estimated costs by construction phases for cooperative construction under KT-FT.2.1.5# are stated in the Schedule of Items.

In making rate redeterminations under DT.3, Forest Service shall, for cooperative construction projects listed in KT-FT.2.1.5#, 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 contractor to cooperate in constructing a higher standard road or other facility than that needed for the contract only. Include this provision as an optional package attached to sample contract. If contractor 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 KT-FT.2.1.5# as a companion provision.

WO-KT-FT.3.1#

KT-FT.3.1# – ROAD MAINTENANCE REQUIREMENTS. (9/04) Contractor 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 = Contractor Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To											

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications									
	From	To											

P = Contractor 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.

WO-KT-FT.3.2#

KT-FT.3.2# – ROAD MAINTENANCE DEPOSIT SCHEDULET. (9/04) Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Contractor's performance of road maintenance, Contractor shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Contractor's commensurate use of each road listed in the Road Maintenance Plan in KT-FT.3.1#.

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

The Required Deposits for Forest Service work in lieu of Contractor performance and for deferred maintenance is: $_____ per 1/_____.

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

Deposit Made To	Rate	Unit of Measure
2/		

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

Include KT-FT.3.1# 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.

WO-KT-GT.2.4#

KT-GT.2.4# – SITE SPECIFIC SPECIAL PROTECTION MEASURES. (9/04) Special protection measures needed to protect known areas identified on Contract Area Map or on the ground include: 1/

Cultural Resource Protection Measures:

Wildlife and Botanical Protection Measures:

Cave Resource Protection Measures:

INSTRUCTIONS: Include in all contracts where special protection measures have been identified on the contract area map or on the ground. Use different symbols for biological and cave resources. Do not show cultural resources on the contract area map. Cultural resources should be marked on the ground and the contractor may be provided a separate cultural resource map that is exempt from disclosure under the Freedom of Information Act.

Do not list GT.2.4 as inapplicable in AT.18.

1/ List special protection measures needed.

WO-KT-GT.3.2#

KT-GT.3.2# – PROTECTION OF RESERVE TREES. (9/04) Contractor's damage or destruction of reserve trees described in KT-CT.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, Contractor 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 Contractor's Operations, in addition to amounts payable under DT.4.4 and DT.4.5.

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 contracts 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 KT-CT.3# as a companion provision.

Do not list GT.3.2 as inapplicable in AT.18.

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-KT-GT.6.2#

KT-GT.6.2# – SITE SPECIFIC WETLANDS PROTECTION MEASURES. (9/04) Measures needed to protect wetlands identified on Contract 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 GT.6.2 as inapplicable in AT.18.

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 GT.5 are not wetlands, but those streamcourses may be within wetlands as defined by the Executive Order.

WO-KT-GT.8.1

KT-GT.8.1 – PRODUCT IDENTIFICATION. (9/04) Unless Contracting Officer determines that circumstances warrant a written waiver or adjustment, Contractor shall:

(a) Before removal from Contract 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 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 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 Contractor shall register them with the State of Alaska. Contractor shall use assigned brand exclusively on logs from this contract until Contracting Officer releases brand.

Contractor shall apply paint spots before removal from Contract Area, unless Contracting Officer approves product sorting after removal. Each paint spot must be not less than three (3) square inches in size. Contractor 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 contract for purposes other than those stated above.

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

INSTRUCTIONS: Include in all new FS-2400-13T contracts in Region 10.

List GT.8.1 as inapplicable on AT.18.

WO-KT-GT.9#

KT-GT.9# – CONSERVATION PROJECTS. (9/04) Performance of stewardship projects shall be in accordance with the following specifications.

Project Number 001 - (Project Description)

Project Number 002 - (Project Description)

Project Number 003 - (Project Description)

INSTRUCTIONS: Include in all Integrated Resource Contracts. Project numbers and project descriptions must match exactly the numbers and descriptions shown in AT.4.4. For each project describe in detail all specifications for performing the project. Make clear reference to any attached maps, details, etc. that are necessary to clearly describe the work. Include standards for performing the work including acceptable tolerances. If necessary describe how the work will be measured. This must be consistent with the unit of measure shown in AT.4.4. Establish the priority, quantity, rate and total credits in AT.4.4.

WO-KT-IT.4.1

KT-IT.4.1 – LIMITATION OF PERFORMANCE BY OTHER THAN CONTRACTOR. (9/04) IT.4 and KT-IT.4 notwithstanding, acquisition or assumption of Contractor'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 contractor elects Forest Service construction of specified roads shown in contract advertisement.

Provisions KT-CT.3.2.3 and KT-ET.1.2# are companion provisions and must be included in the contract.

WO-KT-IT.6.8# (Option 1)

KT-IT.6.8# – USE OF TIMBER. (9/04) (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 Contractor 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, Contractor 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 Contractor or affiliates.

(f) Prior to delivering unprocessed Included Timber to another party, Contractor 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 Contractor and another party, Contractor shall furnish to Forest Service a copy of each such agreement. Contractor 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 Contractor 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 "NONET."

WO-KT-IT.6.8 (Option 2)

KT-IT.6.8 – USE OF TIMBER (Option 2). (9/04) (a) Unprocessed timber for 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.

(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, Contractor 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, Contractor shall furnish like information concerning the different locations.

(g) Prior to delivering unprocessed Included Timber to another party, Contractor 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 Contractor and another party, Contractor shall furnish to Forest Service a copy of each such agreement. Contractor shall retain, for 3 years from 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 Contractor relating to the termination.

INSTRUCTIONS: Include in all new FS-2400-13T contracts in Region 10.

Include KT-GT.8.1 as a companion provision on AT.19.