

WO-2450-CT (10/12)

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WO-CT2.11#

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

Species	Product

that shall be Included Timber upon written agreement.

INSTRUCTIONS: Include in sales having timber subject to agreement.

Do not list BT2.11 as inapplicable in AT24.

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

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

WO-CT2.3#

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

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

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

Do not list BT2.3 as inapplicable in AT18.

Reserve trees must be plainly identified prior to sale advertisement.

1/ Enter wildlife, superior tree, etc.

2/ Enter method.

WO-CT2.323

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

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

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

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

WO-CT2.351#

CT2.351# – DESIGNATION BY SPACING. (4/04) Within Payment Unit(s) _____, as shown on Sale 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.

Purchaser and Forest Service shall agree to skid trail location under BT6.422. 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 AT2.

INSTRUCTIONS: For optional use on sales 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 sale 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-CT2.352#

CT2.352# – DESIGNATION BY SPECIES AND DIAMETER. (4/04) Trees that meet Utilization Standards are designated for cutting, as shown on the Tree Designation Table and Sale Area Map, except trees Marked with 4/_____ paint or described to be left uncut.

Tree Designation Table

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

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 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.

Purchaser and Forest Service shall agree to skid trail location under BT6.422. 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 AT2.

INSTRUCTIONS: For optional use on sales that utilize tree species and diameter to designate trees to be cut and removed. Use DxSPP for sale area map symbol. This provision may be used for understory removal, overstory removal, or where a range of diameters is to be removed. Insert NA for blanks not used. Where stands contain a definite diameter break, such as large ponderosa pine over small Douglas fir, use BT2.33 or BT2.34.

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-CT2.353#

CT2.353# – DESIGNATION BY DAMAGE CLASS. (4/04) Within Payment Unit(s) _____, as shown on Sale 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 sales that utilize damage class to designate trees to be cut and removed. Use for damaged stands where the damaged trees can be identified after harvest is complete. Use Dx/DAM for sale area map symbol.

1/ Identify precise, unambiguous damage criteria, e.g., “Tree tops and pieces broken off from the stem and all trees lying on the ground” 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-CT2.354#

CT2.354# – DESIGNATION BY ROW SPACING. (4/04) Within Payment Unit(s) _____, as shown on Sale Area Map, all 1/_____ trees meeting Utilization Standards located in every 2/_____ row are designated for cutting. The first row to be cut and removed is designated 3/_____. Subsequent rows to be cut shall be established from the first row.

Additional trees to be cut, if any, are Marked with 4/_____ paint. Cutting unit boundaries and other trees that shall be left uncut are Marked with 4/_____ paint.

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

1/ List species.

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

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

4/ State paint color for cut (blue, yellow, or green) and/or leave or payment unit boundary (orange) trees.

WO-CT3.3#

CT3.3# – RATE REDETERMINATION FOR CONTRACT TERM EXTENSION AFTER STUMPAGE RATE MODIFICATION. (4/04) Notwithstanding the provisions of BT3.3, 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 BT3.31 or BT3.33 or 25 cents per hundred cubic feet or equivalent under BT3.32.

INSTRUCTIONS: Add this provision when modifying contracts to reflect rate adjustments under BT3.31, BT3.32, or BT3.33, 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 BT3.31, BT3.32, or BT3.33.

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

WO-CT3.34

CT3.34 – EMERGENCY RATE REDETERMINATION. (5/09) Forest Service shall redetermine rates if, upon Purchaser's application, Forest Service determines that, because of changes in the timber market since the award date or the last rate redetermination under this provision, the Producer Price Index specified in the contract for Market-Related Contract Term Addition has declined by 25 percent. Rates shall be redetermined under BT3.3 and shall be considered established under BT3.1 for Payment Units described therein at the time of Purchaser's application. This provision shall not apply during Contract Term Extension.

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

WO-CT3.35#

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

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

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

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

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

2/ Quantity and unit of measure.

WO-CT4.12#

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

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

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

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

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

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

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

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

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

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

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

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

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

WO-CT4.211

CT4.211 - DOWNPAYMENT. (6/07) 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).

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

List BT4.211 as inapplicable on AT18.

WO – CT4.212

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

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

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

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

WO-CT4.219#

CT4.219# – COST SHARE ROAD DEPOSITS. (4/04) Purchaser is authorized to use cooperative roads constructed under provisions of a cooperative agreement, dated 1/_____, between 1/_____, Cooperator, and Forest Service, and available for inspection at the Forest Supervisor's Office. Under the terms of this agreement, Purchaser will be required to make a lump sum payment of \$2/_____ for use of cooperative roads. Purchaser shall make this deposit in advance of road use, unless Purchaser provides a payment bond under BT4.3. If a payment bond is provided, Purchaser shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. The amount of the required deposit will be shown as an associated charge on Purchaser's Timber Sale Account. If Purchaser is also the Cooperator under the agreement, the amount of the required deposit will be credited to the Cooperator as part of Forest Service's commensurate cost share.

INSTRUCTIONS: Use this provision when sales contain cost share roads and payment is required.

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

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

WO-CT4.25#

CT4.25# – TRANSFER OF PURCHASER CREDIT. (4/04) The amount of purchaser credit that may be transferred into this contract is limited to \$1/_____. This limit may be adjusted pursuant to BT8.3. Any such adjustment shall be calculated using the same method as when the timber sale was sold.

Purchaser credit transferred to this contract from other contracts may be used to meet charges for timber subject to BT4.2. Transfer of purchaser credit to or from Timber Sale Account shall be made monthly or at longer intervals, as requested by Purchaser.

Charges against transferred-in purchaser credit shall be limited to timber value in excess of Base Rates, except transferred-in purchaser credit shall be considered equivalent to cash for advance deposits.

INSTRUCTIONS: Include this provision as an optional package attached to sample contract. Include this provision in the contract at time of execution when the purchaser has unused purchaser credit on other sales on the same National Forest and the calculation has a value greater than zero.

1/ Calculate the amount to enter with the following formula (36 CFR 223.43):

Current contract value at award date
minus K-V needs at award date
minus Salvage Fund needs at award date
Transfer-in Limit

WO-CT4.33

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add to existing contracts by modification when requested by Purchaser.

List BT4.4 as inapplicable in AT18

WO-CT5.111#

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

Road Number	Grantor	Reversion Date

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

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

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

WO-CT5.12#

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

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

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

Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		

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

Do not list BT5.12 as inapplicable in AT24.

Note reference to sale area map.

WO-CT5.13#

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

Road Number	Road Name	Station		Completion Date
		From	To	
<u>2/</u>				

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

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

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

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

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

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

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

- (a) Purchaser constructs Specified Roads and Forest Service furnishes Purchaser with written notice of acceptance under BT6.36 or
- (b) Forest Service constructs road and furnishes Purchaser with written notice authorizing use of road.

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

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

1/ Enter date stated in sale prospectus.

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

WO-CT5.213#

CT5.213# – DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES. (4/04) Purchaser shall make a cash deposit for engineering services (preconstruction and construction) provided by Forest Service for reconstruction of National Forest system roads necessary to accommodate Purchaser's use under this contract, pursuant to 16 USC 537.

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

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

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

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

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

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

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

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

WO-CT5.214#

CT5.214# – DEPOSIT FOR ACTUAL RECONSTRUCTION. (4/04) Purchaser shall make a cash deposit for actual reconstruction of National Forest system roads necessary to accommodate Purchaser's use under this contract, pursuant to 16 USC 537.

The total amount to be deposited by Purchaser for actual reconstruction work to be done by Forest Service is \$_____. Purchaser shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. In the event a different deposit schedule is agreed to, such deposit shall be due within 15 days after the date of issue indicated on the initial bill for collection, pursuant to BT4.4.

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

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

Road or Facility No.	Termini		Reconstruction Completion Date
	From	To	

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

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

WO-CT5.215#

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

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

Forest Service will contribute \$_____ cash.

Forest Service will supplement cash for facility segments as follows:

Facility ID	Facility Name	Termini		Cash
		From	To	

Forest Service will contribute materials as follows:

Kind	Quantity	Cash Value

Forest Service will supplement materials for segments as follows:

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

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

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

Include CT5.241 as a companion provision.

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

WO-CT5.216#

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

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

Forest Service will contribute \$_____ cash.

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

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

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

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

WO-CT5.221#

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

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

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

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

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

Source I _____, Source II _____, and Source III _____.

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

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

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. Purchaser shall make arrangements with owner(s) for measurement and payment for royalties, purchase of raw materials, or finished products, as shown above.

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

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

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

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

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

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

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

1/ Enter date.

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

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

WO-CT5.241

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

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

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

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

Include CT5.215# as a companion provision.

WO-CT5.31#

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

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications													
	From	To															

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications													
	From	To															

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications													
	From	To															

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

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

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WO-CT5.32#

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

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

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

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

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

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

Include CT5.31# as a companion provision.

1/ Enter the unit of measure.

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

WO-CT6.24#

CT6.24# – SITE SPECIFIC SPECIAL PROTECTION MEASURES. (4/04) Special protection measures needed to protect known areas identified on Sale 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 sale area map or on the ground. Use the symbol in FSH 2409.18, sec.53.44 for biological and cave resources. Do not show cultural resources on the sale area map. Cultural resources should be marked on the ground and the purchaser may be provided a separate cultural resource map that is exempt from disclosure under the Freedom of Information Act.

Do not list BT6.24 as inapplicable in AT18.

1/ List special protection measures needed.

WO-CT6.32#

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

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

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

Include CT2.3# as a companion provision.

Do not list BT6.32 as inapplicable in AT18.

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

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

WO-CT6.62#

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

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

Do not list BT6.62 as inapplicable in AT24.

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

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

WO-CT6.81

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

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

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

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

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

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

List BT6.81 as inapplicable on AT18.

CT6.91 - AMERICAN RECOVERY AND REINVESTMENT ACT REPORTING REQUIREMENTS. (7/09)

This contract is funded in part with American Recovery and Reinvestment Act (Recovery Act) funds.

(a) *Definitions.* As used in this provision—

“Contract”, means a mutually binding legal relationship obligating the contractor to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing.

“First-tier subcontract” means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

“Jobs created” means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the Recovery Act. This definition covers only prime contractor positions established in the United States. The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“Jobs retained” means an estimate of those previously existing filled positions that are retained as a result of funding by the Recovery Act. This definition covers only prime contractor positions established in the United States. The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“Total compensation” means the cash and noncash dollar value earned by the executive during the contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) *Earnings for services under non-equity incentive plans.* Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) *Other compensation.* For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(b) This contract requires the contractor to provide products and/or services that are funded under the Recovery Act. Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(d) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov.

- (1) The Government contract and order number, as applicable.
- (2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.
- (3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.
- (4) Program or project title, if any.
- (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.
- (6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.
- (7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—
 - (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition above). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
 - (ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.
- (8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—
 - (i) In the Contractor's preceding fiscal year, the Contractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986.
- (9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.
- (10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:
 - (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
 - (ii) Name of the subcontractor.
 - (iii) Amount of the subcontract award.
 - (iv) Date of the subcontract award.
 - (v) The applicable North American Industry Classification System (NAICS) code.
 - (vi) Funding agency.
 - (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
 - (viii) Subcontract number (the contract number assigned by the prime contractor).
 - (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—

(A) In the subcontractor's preceding fiscal year, the subcontractor received—

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986.

Purchaser will be required to obtain a DUNS number prior to receiving any ARRA funds.

INSTRUCTIONS: Include in all new contracts when American Recovery and Reinvestment Act (Recovery Act) funds are contributed under CT5.215# or CT5.216#.

WO-CT8.212

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

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

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

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

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

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

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

Make B8.212 inapplicable by listing in AT18.

WO-CT8.4

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

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

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

Include CT8.73 as a companion provision.

Do not list BT8.4 as inapplicable in AT18.

WO-CT8.41

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

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

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

WO-CT8.66# (Option 1)

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

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

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

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

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

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

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

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

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

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

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

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

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

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

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

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

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

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

WO-CT8.66 (Option 2)

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

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

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

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

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

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

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

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

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

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

INSTRUCTIONS: Include in all new contracts in Region 10.

WO-CT8.71

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

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

WO-CT8.72

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

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

WO-CT8.73

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

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

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

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

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

Include CT8.4 as a companion provision.

WO-CT8.74

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

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

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

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

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

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