AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
J	1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
-02	Sep 15, 2008		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
U. S. Forest Service, Alaska Region 648 Mission Street Ketchikan AK 99901	0109	same	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NO.
	☒	AG-0109-S-08-9002
		9B. DATED *(SEE ITEM 11)* Aug. 22, 2008
	☐	10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED *(SEE ITEM 13)*
CODE / FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;

or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.*

SEE PAGE TWO

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		John M. Inman, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

The solicitation AG-0109-S-08-9002 and amendment -01 are replaced in their entirety by the attached solicitation AG-0109-S-08-9002-02. This amended solicitation (with the -02 suffix on all pages) shall be used instead of the previous version.

Summary of major changes--

(a) Solicitation:

- The Schedule of Services B.1. is changed from a single lump-sum price to a price for each payment unit. This will allow payment units to be priced differently, based on differing work conditions, and will allow each payment unit to be fully paid when work is complete.
- Addenda Item No. 1, Project Description, is amended to include information discussed at the pre-proposal conference.
- Addenda Item No. 6, Commencement, Prosecution, and Completion of Work, is amended to remove text related to task order contracting and to clarify that work in each payment unit must be started and completed within the same field season.
- Addenda Item No. 11, Stewardship Credits, is amended to clarify that credits may be earned on partial completion of a payment unit.
- Addenda Item No. 46, Clauses Incorporated by Reference, is amended to allow for facsimile proposals.

(b) Attachment 5:

- The Roads Information attachment is amended to clearly indicate the roads work is required, rather than elective.
- The specification text and drawings are added for the gate to be installed on the half-mile temporary road.

SOLICITATION/CONTRACT/ORDER COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30			1. REQUISITION NUMBER	PAGE 1 OF 26
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER AG-0109-S-08-9002-01	6. SOLICIATION ISSUE DATE Aug. 22, 2008
7. FOR SOLICITATION INFORMATION CALL:	a. NAME John M. Inman, Contracting Officer		b. TELEPHONE NUMBER(No collect calls) 907.228.6231	8. OFFER DUE DATE/ LOCAL TIME Sep. 22, 2008, 2pm

9. ISSUED BY CODE 0109

U. S. Forest Service, Alaska Region
648 Mission Street
Ketchikan AK 99901

10. THIS ACQUISITON IS
- ☐ UNRESTRICTED
- ☒ SET ASIDE: 100 % FOR
- ☒ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ 8(A)

NAICS: 113310
SIZE STANDARD: 500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- ☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE

16. ADMINISTERED BY CODE
see 9. above

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE N0.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE
Albuquerque Service Center

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
☒ SEE ADDENDUM

19. ITEM N0.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Schedule of Services ..... 2 Terms & Conditions ..... 3 Addenda ..... 6 Solicitation Provisions..... 21 Reps & Certs ..... 22 (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.2124. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

☐ 29. AWARD OF CONTRACT: REF. OFFER DATED .. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. Amount
B.1.	**LAND MANAGEMENT ACTIVITIES/Timber Harvest:**				
0001	Harvesting and Yarding of Second Growth Timber in twelve cutting units as described in the attachments, including preparation and construction of any roads or landings needed for operations.				
0001A	Harris Unit 1	ACRE	5	$_____	$_____
0001B	Harris Unit 2	ACRE	7	$_____	$_____
0001C	Harris Unit 4	ACRE	5	$_____	$_____
0001D	Harris Unit 5	ACRE	3	$_____	$_____
0001E	Maybeso Unit 1	ACRE	7	$_____	$_____
0001F	Maybeso Unit 2	ACRE	6	$_____	$_____
0001G	Maybeso Unit 3	ACRE	9	$_____	$_____
0001H	Maybeso Unit 4	ACRE	4	$_____	$_____
0001J	Naukati Unit 2	ACRE	5	$_____	$_____
0001K	Naukati Unit 3	ACRE	5	$_____	$_____
0001L	Naukati Unit 4	ACRE	5	$_____	$_____
0001M	Naukati Unit 5	ACRE	5	$_____	$_____

B.2. TIMBER PURCHASE:

Values of timber products removed to be applied at Flat Rates

SPECIES	PRODUCT	QUANTITY	UNIT OF MEASURE	OFFER (FLAT)	TOTAL OFFER
Sitka Spruce	Sawlog	924	MBF	$_____	$_____
Western Hemlock	Sawlog	278	MBF	$_____	$_____

See Timber Removal Project Terms and Specifications in the attachments.

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

_____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELPHONE NUMBER OF AUTHORZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECTFOR	36. PAYMENT	37. CHECK NUMBER
|PARTIAL | |FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41 c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE RECD (YY/MM/DD)	42d. TOTAL CONTAINERS

TERMS AND CONDITIONS

FAR 52.212-5 Contract Terms And Conditions Required To Implement Statutes Or Executive Orders—Commercial Items (Apr 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

_X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

__ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

__ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (4) [Reserved]

_X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alt. I (Oct 1995) of 52.219-6.

__ (iii) Alt. II (Mar 2004) of 52.219-6.

__ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alt. I (Oct 1995) of 52.219-7.

__ (iii) Alt. II (Mar 2004) of 52.219-7.

_X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

__ (8)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4).

__ (ii) Alt. I (Oct 2001) of 52.219-9.

__ (iii) Alt. II (Oct 2001) of 52.219-9.

_X (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

__ (10) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).

__ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alt. I (June 2003) of 52.219-23.

__ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

__ (15) 52.219-28, Post Award Small Business Program Representation (Jun 2007)(15 U.S.C. 632(g)(2)).

_X (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

_X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

_X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

_X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

_X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

_X (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

_X (24)(i)52.222-50, Combating Trafficking in Persons (Aug 2007)(Applies to all contracts)

__ (ii) Alt. I (Aug 2007) of 52.220-50

__ (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

__ (ii) Alt. I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

__ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007)(42 U.S.C. 8259b).

__ (27)(i) 52.223-16, IEEE 1680 Standard for Environmental Assessment of Personal Computer Products (Dec 2007)(E.O. 13423)

__ (ii) Alt. I (Dec 2007) of 52.223-16

__ (28) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

__ (29)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286), 109-53, and 109-169).

__ (ii) Alt. I (Jan 2004) of 52.225-3.

__ (iii) Alt. II (Jan 2004) of 52.225-3.

__ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

_X (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007)(42 U.S.C. 5150).

__ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).

__ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

__ (37) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

__ (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

__ (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alt. I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[*Contracting Officer check as appropriate.*]

_X (1) 52.222-41, Service Contract Act of 1965, as Amended (Nov 2007) (41 U.S.C. 351, *et seq*.).

_X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq*.).

_X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq*.).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq*.).

(5) 52.222-51, Exemption from Application of Service Contract Act to Contracts for Maintenance, Calibration or Repair of Certain Equipment—Requirements (Nov 2007)(41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007)(41 U.S.C. 351, et. Seq.).

(7) 52.237-11, Accepting and Dispensing of $1 Coin (Aug 2007)(31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract If

this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq*.).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007)(22 U.S.C. 7104(g)). Flow down required in accordance with Paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007)(41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007)(41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

ADDENDA

1. PROJECT DESCRIPTION

(a) **Description of Work**. This solicitation and any resultant contract is a stewardship project in accordance with Section 323 of Public Law 108-7 (16 U.S.C. 2104 Note, as revised February 28, 2003 to reflect sec. 323 of J.J. Res. 2 as enrolled), the Consolidated Appropriations Resolution, 2003, amending Public Law 105-277, sec. 347. This is a commercial item acquisition that has been tailored to fit the Government's method of trading goods for services. Work includes—

(1) B.1., Land Management Services. This project consists of harvesting and yarding of selected young-growth timber by a contractor to allow the Forest Service to evaluate the feasibility and effects of commercial thinning in even-aged Western Hemlock and Sitka Spruce second-growth stands, including resource values, biodiversity, deer forage, habitat quality, and soil conditions. The harvesting will involve 66 acres in twelve cutting units; the yarding will involve use of ground-based yarding systems provided by the contractor. The project area located in three separate replicate locations each containing five units of different treatment prescriptions made up of approximately 5 acre each. The areas to be studied encompass approximately 84 acres with approximately 66 acres of active treatment. Approximately 18 acres will be untreated control areas.

(2) B.2., Timber Sale. The merchantable timber harvested in B.1. (Land Management Services) will be sold to the Contractor in B.2. The value of the forest products removed from Forest Service lands will be an offset against the prices the Government will pay for the services in B.1.

(3) Unless otherwise provided in this contract, the contractor shall furnish all labor, material, equipment, tools, transportation, and supplies necessary to complete the work according to the contract. Payment for contract work will be made only for and under those items included in Section B. All other work and materials will be considered as incidental to and included in the payment for items shown.

(b) **Location**. The Prince of Wales Commercial Thinning Study is on Prince of Wales Island in Southeast Alaska's Alexander Archipelago. The project consists of three study areas located at the Maybeso Experimental Forest Replicate, the Harris River Replicate near the Harris River Trail, and the Naukati Replicate about two miles from Naukati. The Inter-island Ferry Authority services Prince of Wales Island with service between Ketchikan and Hollis and between Coffman Cove and Petersburg/Wrangell. Commercial tug and barge services are also available.

(c) **Right-of-Way Timber**. Merchantable timber in road rights-of-way outside cutting units is not included in the B.2. timber sale. The Contractor shall deck such timber at locations as instructed by the contracting officer. In the Maybeso replicate, right-of-way timber from spur segments 5 and 6 shall be decked on the north side of segment 5 outside the study units and separate from study unit volume. In the Naukati replicate, right-of-way timber from spur segment 7, incised unit 1 and outside the other units, shall be decked to the south end of the 2060131 road and separate from study unit volume.

(d) **Slash**. Slash materials shall not be left on the road prism, road ditches, landings, or stream courses. The Contractor may remove submerchantable slash (up to 8.9 inch DBH) from a cutting unit for its own use only if it does so in a similar manner in each replicate's mirror unit.

(e) **Silviculture Prescriptions**.

(1) Harris Unit 1. The entire unit is designed for ground-based yarding. Volume must be yarded to a landing outside of the unit to the east where truck haul would occur via short spur to the Hollis highway. The landing and spur are on State of Alaska land. No streams are present in the unit. A steep backline to the unit may cause special soil protection measures or soil rehabilitation where detrimental soil damage has occurred. The silvicultural activity assigned to this unit is defined as commercial thinning with individual tree selection (ITS). The timber sale designation is Cut Tree Marking (CTM) with cut trees marked with blue paint. Boundaries are marked with orange paint and orange tags. The marking objective is for crown thinning (thinning of codominants). Approximately 105 trees per acre equal to or greater then 9.0" DBH should be left with approximately 20 foot spacing. Commercial Thinning (ITS) per the Silvicultural Prescription.

(2) Harris Unit 2. The entire unit is designed for ground-based yarding. Volume must be yarded to a large landing in the western corner of the unit where spur segments 1 & 2 meet. Segment 1 is an old existing spur road, recently upgraded for accommodating truck haul to the Hollis highway. Spur road segment #2, also an existing old spur road recently upgraded, will serve as a skid road for a portion of unit 2 east of the landing as well as other units to the east and south. There are no fish streams present in the unit. The silvicultural activity

is defined as strip cuts (even-aged management – all trees equal to or greater then 3" DBH will be cut) in a herringbone pattern (45 degree angles) with individual tree selection (ITS) between the strips. The timber sale designation is Leave Tree Marking (LTM) with leave trees marked with orange paint. Boundaries are marked with orange paint and orange tags. The marking objective is to simulate cable yarding. However, ground-based equipment only will be allowed. Strip cuts will be 25' wide and roughly 50' leave strips with ITS. Cut strips could serve as skid roads. Strip cuts (even-aged management) with ITS in leave strips per the Silvicultural Prescription.

(3) Harris Unit 4. The entire unit is designed for ground-based yarding. Volume must be yarded to a large landing in the western corner of the unit 2. Logs could be decked on the spur but access will be required to unit 5. Spur road segment #2 will also serve as a skid road for a portion of unit 5 to the east. The silvicultural activity assigned to this unit is defined as commercial thinning with individual tree selection (ITS). The timber sale designation is Leave Tree Marking (LTM) with leave trees marked with orange paint. Boundaries are marked with orange paint and orange tags. The marking objective is for low thinning (thinning of the suppressed, intermediate and codominants). Trees equal to or greater then 3.0" DBH and less than 9.0" DBH shall be felled. On the average this unit contains approximately 26 trees per acre in the 3-8" DBH class. Additionally, approximately 85 trees per acre equal to or greater then 9.0" DBH should be left with approximately 23 foot spacing. Commercial Thinning (ITS) per the Silvicultural Prescription.

(4) Harris Unit 5. The entire unit is designed for ground-based yarding. Volume must be yarded to the landing in unit 2 via the skid road segments 2 & 3. Then hauled to the Hollis highway. No streams are present in the unit. However, a class I stream, bordering the western boundary, can be forded at the crossing structure on the spur outside the western corner of the unit. The silvicultural activity assigned to this unit is defined as commercial thinning with individual tree selection (ITS). The timber sale designation is Cut Tree Marking (CTM) with cut trees marked with blue paint. Boundaries are marked with orange paint and orange tags. The marking objective is for thinning of the dominant trees. Approximately 221 trees per acre equal to or greater then 9.0" DBH should be left with approximately 14 foot spacing. Commercial Thinning (ITS) per the Silvicultural Prescription.

(5) Maybeso Unit 1. The entire unit is designed for ground-based yarding. Volume may be yarded to a landing on the 300 rd or decking may occur along spur segments 5 or 6. Haul would then occur to the Hollis highway. No streams are present in the unit. However, several rolling dips, armored with rock, will need to be constructed along spur segment 5 adjacent to units 2 & 3. Spur segment 5 requires clearing and grubbing and ditching. Grading off the organic layer prior to chip capping (estimated 2' depth required) or skidding may reduce mud accumulation. Protected research plots to the east would prevent any yarding of materials to the spur to the east. The silvicultural activity assigned to this unit is defined as commercial thinning with individual tree selection (ITS). The timber sale designation is Cut Tree Marking (CTM) with cut trees marked with blue paint. Boundaries are marked with orange paint and orange tags. The marking objective is for crown thinning (thinning of codominants). Approximately 147 trees per acre equal to or greater then 9.0" DBH should be left with approximately 17 foot spacing. Commercial Thinning (ITS) per the Silvicultural Prescription.

(6) Maybeso Unit 2. The entire unit is designed for ground-based yarding. Volume may be yarded to the landing at the end of spur 6, decked on the spur or decked along spur segment 5. Segment 6 is an old existing spur road to be tested without any additional capping of wood chips or shot-rock. It will be used only for skidding purposes. Grading off the organic layer prior to skidding may reduce mud accumulation. Volume from there will then hauled to the Hollis highway. No fish streams are present in the unit. However, several rolling dips, armored with rock, will need to be constructed along spur segment 5 adjacent to units 2 & 3. Spur segment 5 requires clearing and grubbing and ditching. Grading off the organic layer prior to chip capping (estimated 2' depth required) or skidding may reduce mud accumulation. The silvicultural activity assigned to this unit is defined as commercial thinning with individual tree selection (ITS). The timber sale designation is Cut Tree Marking (CTM) with cut trees marked with blue paint. Boundaries are marked with orange paint and orange tags. The marking objective is for thinning of the dominant trees. Approximately 254 trees per acre equal to or greater then 9.0" DBH should be left with approximately 13 foot spacing. Commercial Thinning (ITS) per the Silvicultural Prescription.

(7) Maybeso Unit 3. The entire unit is designed for ground-based yarding. Volume must be yarded to spur segment 5.a large landing in the western corner of the unit 2. Logs could be decked on the spur. No fish streams are present in the unit. However, several rolling dips, armored with rock, will need to be constructed along spur segment 5 adjacent to units 2 & 3. Wet areas within the unit should be avoided or may require mitigation measures for protection from detrimental soil disturbance. Spur segment 5 requires clearing and grubbing and

ditching. Grading off the organic layer prior to chip capping (estimated 2' depth required) or skidding may reduce mud accumulation. The silvicultural activity assigned to this unit is defined as commercial thinning with individual tree selection (ITS). The timber sale designation is Leave Tree Marking (LTM) with leave trees marked with orange paint. Boundaries are marked with orange paint and orange tags. The marking objective is for low thinning (thinning of the suppressed, intermediate and codominants). Trees equal to or greater then 3.0" DBH and less than 9.0" DBH shall be felled. On the average this unit contains approximately 67 trees per acre in the 3-8" DBH class. Additionally, approximately 63 trees per acre equal to or greater then 9.0" DBH should be left with approximately 26 foot spacing. Commercial Thinning (ITS) per the Silvicultural Prescription.

(8) Maybeso Unit 4. The entire unit is designed for ground-based yarding. Volume must be yarded to a landing at the end of spur road segment 6. Volume may be decked on this spur. Segment 6 is an old existing spur road to be tested without any additional capping of wood chips or shot-rock. It will be used only for skidding purposes. Grading off the organic layer prior to skidding may reduce mud accumulation. There are no fish streams present in the unit. Protected research plots to the north and east would prevent any yarding of materials to the spur to the east. The silvicultural activity is defined as strip cuts (even-aged management – all trees equal to or greater then 3" DBH will be cut) in a herringbone pattern (45 degree angles) with individual tree selection (ITS) between the strips. The timber sale designation is Leave Tree Marking (LTM) with leave trees marked with orange paint. Boundaries are marked with orange paint and orange tags. The marking objective is to simulate cable yarding. However, ground-based equipment only will be allowed. Strip cuts will be 25' wide and roughly 50' leave strips with ITS. Cut strips could serve as skid roads. Strip cuts (even-aged management) with (ITS) in leave strips per the Silvicultural Prescription.

(9) Naukati Unit 2. The entire unit is designed for ground-based yarding. Volume must be yarded to a landing on the main road # 2060131 via spur segment 9. Segment 8 is a non-existent optional skid trail that would be about the least impacting option for yarding through unit 1 if spur 9 in too steep. Unit 1 is a control unit and care must be taken to not disturb study plots in this unit. The skid trail needs to be of minimal width and as far south as possible in Unit 1. Volume may also be decked on the main road. There are no fish streams present in the unit. Thin soiled ridge-tops characteristic of karst and epi-karst should be avoided. The silvicultural activity is defined as strip cuts (even-aged management – all trees equal to or greater then 3" DBH will be cut) in a herringbone pattern (45 degree angles) with individual tree selection (ITS) between the strips. The timber sale designation is Leave Tree Marking (LTM) with leave trees marked with orange paint. Boundaries are marked with orange paint and orange tags. The marking objective is to simulate cable yarding. However, ground-based equipment only will be allowed. Strip cuts will be 25' wide and roughly 50' leave strips with ITS. Cut strips could serve as skid roads. Strip cuts (even-aged management) with (ITS) in leave strips per the Silvicultural Prescription.

(10) Naukati Unit 3. The entire unit is designed for ground-based yarding. Volume may be yarded to the landing at the beginning of spur 7 on the main road # 2060131. Spur segment 7 is an existing corduroy spur which will require puncheon or matting and capping with wood chips (estimated 2' depth) and used as the main skid/forwarder trail for units 3, 4 and 5. No fish streams are present in the unit. Thin soiled ridge-tops characteristic of karst and epi-karst formations and wet bottoms should be avoided or protected from yarding activities. The silvicultural activity assigned to this unit is defined as commercial thinning with individual tree selection (ITS). The timber sale designation is Cut Tree Marking (CTM) with cut trees marked with blue paint. Boundaries are marked with orange paint and orange tags. The marking objective is for thinning of the dominant trees. Approximately 255 trees per acre equal to or greater then 9.0" DBH should be left with approximately 13 foot spacing. Commercial Thinning (ITS) per the Silvicultural Prescription.

(11) Naukati Unit 4. The entire unit is designed for ground-based yarding. Volume must be yarded to spur segment 7 and skidded/forwarded to a landing at the beginning of the spur. No fish streams are present in the unit. Thin soiled ridge-tops characteristic of karst and epi-karst formations and wet bottoms should be avoided or protected from yarding activities. Steep areas/backlines may require mitigation measures for protection from detrimental soil disturbance. The silvicultural activity assigned to this unit is defined as commercial thinning with individual tree selection (ITS). The timber sale designation is Leave Tree Marking (LTM) with leave trees marked with orange paint. Boundaries are marked with orange paint and orange tags. The marking objective is for low thinning (thinning of the suppressed, intermediate and codominants). Trees equal to or greater then 3.0" DBH and less than 9.0" DBH shall be felled. On the average this unit contains approximately 52 trees per acre in the 3-8" DBH class. Additionally, approximately 61 trees per acre equal to or greater then 9.0" DBH should be left with approximately 27 foot spacing. Commercial Thinning (ITS) per the Silvicultural Prescription.

(12) Naukati Unit 5. The entire unit is designed for ground-based yarding. Volume must be yarded to spur segment 7 and skidded/forwarded to a landing at the beginning of the spur. No fish streams are present in the unit. Thin soiled ridge-tops characteristic of karst and epi-karst formations and wet bottoms will require avoidance or protection from yarding activities. Steep areas/backlines may require mitigation measures for protection from detrimental soil disturbance. The silvicultural activity assigned to this unit is defined as commercial thinning with individual tree selection (ITS). The timber sale designation is Cut Tree Marking (CTM) with cut trees marked with blue paint. Boundaries are marked with orange paint and orange tags. The marking objective is for crown thinning (thinning of codominants). Approximately 108 trees per acre equal to or greater then 9.0" DBH should be left with approximately 20 foot spacing. Commercial Thinning (ITS) per the Silvicultural Prescription.

2. SPECIFICATIONS

Specifications for the work are found in the attachments.

3. CONTRACTOR QUALITY CONTROL INSPECTION SYSTEM

The Contractor shall identify the quality control inspection system it will use to ensure that contract specifications will be achieved. At no time shall the contractor rely upon Government inspections to provide notification of unsatisfactory performance. The Contractor shall produce written inspection records in a format and at times and places satisfactory to the Contracting Officer. Inspection records shall be made available upon request of the Contracting Officer and be maintained until the date of contract closure. The Contracting Officer may observe the Contractor's inspection at any time and shall otherwise have unlimited access to the inspection data.

4. ACCEPTANCE

The Forest Service shall perform an inspection upon Contractor's written request and assurance that work has been completed. Request shall be for a reasonable portion of work. Acceptance may be made for all or portions of work.

5. GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN

Measurable performance standards include:

Condition of residual trees;
Height of stumps after cutting;
Condition of soil after yarding; and
Utilization/removal of designated material.

The Forest Service will conduct visual inspections to determine compliance with work specifications. When work appears satisfactory, it will be accepted. When work appears unsatisfactory, the contractor will be responsible for rework to correct deficiencies. The Forest Service may suspend operations if it is apparent that the contractor is cutting trees not meeting specifications or not meeting yarding objectives.

6. FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after receipt of Notice to Proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than October 31, 2010. The time stated for completion shall include final cleanup of the premises.

Timber Removal activities shall be scheduled and carried out in accordance with the Timber Removal Specifications in the attachments and as approved by the Contracting Officer.

The contract provides for two field seasons (approx. May 1 - October 31 of 2009 and 2010). To preserve the study date integrity, all work by the Contractor within each replicate (Harris, Maybeso, and Naukati) shall be started and completed within one field season. The Contractor may determine which replicate(s) to clear in each of the two field seasons.

7. Reserved.

8. Reserved.

9. Reserved.

10. PAYMENT

It is anticipated that funds will be exchanged in the performance of this contract because the value of the timber will not completely offset the value of the work to be performed. When payment is made to the contractor for work performed, it will be made in accordance with FAR 52.232-1.

The value of work completed and timber removed will be documented in an Integrated Resource Statement of Account produced by Timber Sale Accounting (TSA) monthly when harvesting operations are underway.

11. STEWARDSHIP CREDITS

Stewardship Credits are credits that are earned and established when work listed in the B.1 Schedule of Supplies/Services has been performed and accepted. Stewardship credits shall be earned at the rate as shown in the Schedule. Earned credits may be used to pay for timber value included in Schedule B.2. Unless otherwise indicated in the Schedules, credits will be earned based upon Actual Quantities accomplished and accepted.

Stewardship credits may be earned for partial completion of payment units shown in B.1., when requested by the Contractor. In such a case, the amount shall be based on a percentage of completion estimate agreed to by the Contractor and the contracting officer.

12. ESTABLISHMENT OF STEWARDSHIP CREDITS

Notwithstanding references to payments in "Payment" clauses or provisions of this contract, payment for Stewardship Activities will be made with Stewardship Credits as indicated in the award document.

Stewardship Credits will be established on a monthly basis (or less frequently), as requested by the Contractor. Stewardship credits will be established for the number of units of each activity that have been completed and accepted. Acceptance may be for all, or a reasonable portion of, any specific activity.

Stewardship credits will not be established for work that is in progress that has not been accepted by the Forest Service. No credits will be established for work performed under terms of Schedule B.2 and the Timber Removal Specification.

13. CONTRACTOR CERTIFICATION

Monthly, as Stewardship Credits are established, the Contractor shall furnish the following certification (Contractor Certification - Earned Stewardship Credits) or credit will not be received.

CONTRACTOR CERTIFICATION - EARNED STEWARDSHIP CREDITS
PRINCE OF WALES COMMERCIAL THINNING STEWARDSHIP PROJECT

I hereby certify, to the best of my knowledge and belief, that—

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made, and timely payments will be made for the work activities covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments/credits does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

_____
(*Name*)

_____
(*Title*)

_____
(Date)

14. TIMBER PAYMENT GUARANTEE

(1) General—(a) To guarantee payment for timber scheduled for removal under the IRSC, Contractor may earn Stewardship Credits in advance of removal, or provide a Timber Payment Guarantee in the form of an acceptable surety payment bond, cash payment, or a deposit in a Federal Depository negotiable securities of the United States.

(b) Any earned Stewardship Credits and alternate Timber Payment Guarantee together will maintain a minimum unobligated balance equal to the outstanding charges for payment units released for cutting, or equal to the total value of timber that has not been paid for.

(c) Securities shall be deposited through the Contracting Officer accompanied by a power of attorney and agreement authorizing the bond-approving officer to sell or collect such securities if payment is not made within 15 days of billing by Forest Service. The penal sum of such surety bond or the market value at time of deposit of such negotiable securities shall be the maximum amount of the payment guaranteed.

(2) A Timber Payment Guarantee for a single contract shall be provided utilizing FS Form 6500-12.

(3) Blanket Surety Bond—(a) Contractor may furnish an acceptable bond, or deposits securities, to guarantee payment for timber from multiple contracts. Contractor shall not start cutting hereunder until this contract receives an allocation that will meet the obligation for payment guarantee.

(b) The amount of such bond or deposited securities shall be allocated to such contracts by the Forest Service. The Contractor will provide the contact information for the Forest Service representative administering the Blanket Surety Bond.

(c) When there is to be no timber cutting hereunder for 30 days or more and payment of current charges has been made, the allocation to this contract shall be reallocated to other contracts at Contractor's request.

(d) A Timber Payment Guarantee for multiple contracts (Blanket Guarantee) shall be provided utilizing FS Form 6500-12a.

(4) Letters of Credit for Payment Bond—Contractor may use letters of credit in lieu of a surety bond for payment bond purposes when approved by Contracting Officer.

15. EXCESS STEWARDSHIP CREDITS

In the event there are excess (unused) established Stewardship Credits when all of the included timber has been cut and removed the Forest Service, at its option, shall either add more timber or make cash payment for the unused credits.

16. EXCESS TIMBER VALUE

In the event the value of the included timber exceeds the total value of all of the mandatory activities plus the ordered elective activities, the Contractor shall make cash payment for the excess timber value.

17. REFUND OF EXCESS CASH

If at any time the credit balance of the Integrated Resource Statement of Account exceeds the charges for timber removed to date and for timber that the Forest Service estimates will be cut within the next 60 calendar days, any portion of such excess from cash in the account shall be refunded if requested by Contractor. If no timber removal is planned within the next 60 calendar days, refund of the entire unencumbered cash balance may be made. After a refund, deposits shall be made to meet the requirements of the clause entitled, "TIMBER PAYMENT GUARANTEE" before additional timber may be cut.

18. FINAL PAYMENT - RELEASE OF CLAIMS

The Government shall pay the amount due the Contractor under this contract after—

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release.

19. AGAR 452.215-73 POST AWARD CONFERENCE (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within 30 days after the date of contract award. The conference will be held at the Craig Ranger District, and will include discussion of contract terms and work performance requirements, work progress schedule and fire prevention/suppression and safety plans.

20. Reserved.

21. AGAR 452.236-72 USE OF PREMISES (NOV 1996)

(a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.

(b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the work force at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

22. Reserved.

23. FSAR 4G52.222-701 EMPLOYMENT OF ELIGIBLE WORKERS (DEC 1999)

Section 274A of the Immigration and Nationality Act (8 USC 1324a) makes it unlawful for an employer to hire unauthorized aliens. The Immigration and Naturalization Service (INS) has established the Form I-9, Employment Eligibility Verification Form, as the document to be used for employment eligibility verification (see 8 CFR 274a).

The contractor is required to (1) have all employees complete and sign the I-9 Form to certify that they are eligible for employment; (2) examine documents presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the form, and complete the certification portion of the form; (4) retain the form for three years, or one year past the end of employment of the individual, whichever is longer.

It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status.

Compliance with Section 274A of the Immigration and Nationality Act (8 U.S.C. 1324a) is a material condition of the contract. If the contractor employs unauthorized workers during contract performance in violation of section 274A, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

For further information on the requirements of the Act, contractors should contact the Employer and Labor Relations Officer of their local INS office.

24. FSAR 4G52.222-702 LABOR STANDARDS FOR CONTRACTS INVOLVING MIGRANT AND SEASONAL AGRICULTURAL WORKERS (DEC 1999)

(a) *General.* This contract is subject to the Migrant and Seasonal Agricultural Workers Protection Act (MSPA) (29 U.S.C 1801-1872) and to Department of Labor regulations implementing MSPA (see 29 CFR 500). The purpose of MSPA is to eliminate activities that are detrimental to migrant and seasonal agricultural workers, to require registration of farm labor contractors, and to assure necessary protections for the workers. In addition to traditional farm labor activities, the Act applies to predominately manual forestry work including, but not limited to, tree planting, release, precommercial thinning, and site preparation and wildland fire fighting.

(b) *Definitions.*

"Migrant Agricultural Worker" and "Seasonal Agricultural Worker", as used in this clause, mean individuals employed in agricultural (including forestry) work on a seasonal or temporary basis. A worker who moves from

one seasonal activity to another is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year. Migrant workers are required to be absent overnight from their permanent place of residence. Seasonal workers are not required to be absent overnight from their permanent place of residence. Members of the contractor's immediate family are not considered to be either migrant or seasonal workers. "Immediate family" includes only (1) spouse; (2) children, stepchildren, or foster children; (3) parents, stepparents, or foster parents; and (4) brothers and sisters.

"Farm Labor Contractor", as used in this clause, means an individual who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

(c) *Registration Requirement.* Any contractor who provides or hires migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Certificate of Registration from the Department of Labor or an authorized State agency. The contractor shall carry the Certificate at all times while engaged in contract performance, and shall display it upon request. Any of the contractor's employees who also perform any one or more of the activities defined for a "Farm Labor Contractor" in paragraph (b) must have their own Farm Labor Contractor Employee Certificate.

(d) *Worker Protections.* The contractor shall comply with the following protections and standards related to wage disclosure, recordkeeping, vehicle safety, and housing:

(1) The contractor shall display and maintain at the place of employment the MSPA poster provided by the Department of Labor.

(2) Wage and Payroll Standards

(i) The contractor shall disclose in writing to each worker in a language common to the worker the full terms of their employment, including workers compensation information, at the time they are recruited or hired. The Department of Labor provides an optional form WH-516 for contractor's use in disclosure.

(ii) The contractor must keep the following payroll records for each employee: name, address, social security number, basis for wages (i.e. per hour, per tree, per acre), number of units earned if paid on a per unit basis, hours worked, total pay, withholdings and purpose for each, and net pay. Payroll records shall be retained for three years.

(iii) Payments must be made no less frequently than every two weeks or semi-monthly. At the time of each payment, the contractor shall provide to the employee a written itemization of the information listed above and which shall include the employer's tax identification number.

(iv) If paid on a piece rate basis, the employee's wage must be at least equivalent to the required hourly wage for the hours worked, including overtime differential for time in excess of 40 hours per week.

(3) Motor Vehicle Safety

(i) The contractor must be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. The authorization to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is still applicable. Any driver who transports workers for a fee or at the direction of the contractor must be registered as a farm labor contractor or a farm labor contractor employee.

(ii) Any vehicle under the ownership or control of the contractor shall comply with safety standards applicable to that vehicle. Generally passenger vehicles or station wagons must comply with Department of Labor regulations at 29 CFR 500.104. Vehicles other than passenger vehicles or station wagons which are driven more than 75 miles must comply with Department of Transportation Regulations at 29 CFR 500.105. All drivers must have a current, valid State driver's license.

(iii) Each vehicle under the ownership or control of the contractor which is used to transport any migrant or seasonal agricultural worker shall be covered by vehicle insurance of $100,000 per seat (maximum $5,000,000). A workers compensation policy which covers the workers while being transported plus an additional property damage policy for $50,000 for loss or damage in any one accident to the property of others may be substituted for the vehicle insurance requirement.

(4) Housing

(i) The contractor shall house workers only in a commercial establishment or a facility that has been certified by a health authority or other appropriate agency. The contractor must post the certificate of occupancy at the housing site.

(ii) The authorization to furnish housing, other than commercial lodging, must appear on the contractor's certificate.

(iii) If the contractor is not furnishing worker housing:

Workers on this contract may obtain housing only in a residential accommodation, including a commercial establishment such as a hotel or motel, which meets all applicable state and federal standards for employee housing.

Within 10 days after award, and prior to the issuance of Notice to Proceed, the contractor must notify the Contracting Officer of the planned worker housing site.

If the housing site is located on a National Forest, the Contractor must obtain a permit from the District Ranger for the District on which the housing site is located and the facilities established for the workers must meet the applicable U.S. Department of Labor (USDOL) MSPA standards for such sites.

If the housing site is not located on a National Forest, the site must meet the applicable housing standards in MSPA.

If an exemption from the permit requirement is claimed, the contractor must provide a written statement identifying the law authorizing the exemption, stating the facts constituting an exemption under that law, and identifying a USDOL employee or official who stated or concurred that the accommodations were exempt, citing name, date, and means of communication.

If the housing site is changed after approval by the Contracting Officer, the contractor must provide a new Permit or exemption statement. The above requirements are material conditions of this contract. If the contractor fails to comply, the Government may terminate the contract. In addition, other remedies or penalties prescribed by law may apply

Field Sanitation. In accordance with US Department of Labor Fact Sheet No. ESA 97-28 "Field Sanitation Standards" (Ref. 29CFR 1928.110), employers must provide:

Potable drinking water, suitably cool and in sufficient amounts, dispensed in single-use cups or by fountains, located so as to be readily accessible to employees.

Facilities maintained in accordance with public health sanitation practices include upkeep of water quality through daily change or more often if necessary.

Notification to each employee of the location of the water and allowance of reasonable opportunities during the workday to use them. The employer also must inform the employee of the relevant health hazards in the field and the practices necessary to minimize them.

Employees cannot be made to bear the costs incurred by the employer for providing required facilities.

(e) For further information on the requirements of the Act, contractors should contact their local Wage and Hour Division of the Department of Labor.

25. FSAR 4G52.222-703 MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT REGISTRATION (DEC 1999)

The Migrant and Seasonal Agricultural Worker Protection Act (MSPA) (29 U.S.C. 1801-1872) and implementing regulations issued by the Department of Labor (29 CFR 500), require any employer who hires or anticipates hiring employees subject to MSPA to obtain an MSPA registration number.

If the contractor employs or anticipates hiring employees subject to MSPA, the contractor shall provide a valid U.S. Department of Labor MSPA Registration Number to the Contracting Officer within 10 days after notification of award of the contract.

The Government may demand that the contractor display MSPA registration at any time during contract performance if it appears that the contractor is employing workers subject to MSPA. On demand, the contractor shall display its MSPA registration or state why it is exempt from MSPA.

Compliance with MSPA is a material condition of the contract. If the contractor fails to provide a valid MSPA number in accordance with this clause, or falsely states that it is exempt from the MSPA, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

26. PROTECTION MEASURES NEEDED FOR PLANTS, ANIMALS, CULTURAL RESOURCES, AND CAVE RESOURCES

Locations of known areas needing special measures for the protection of plants, animals, cultural resources, and/or cave resources may be shown on the maps in the contract's drawings/maps attachment and/or identified on the ground. Special protection measures needed to protect such known areas are identified.

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

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

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

Forest Service has exercised due diligence and followed established protocols in identifying known areas needing special protection measures. Nevertheless, nothing in this provision shall be interpreted as creating any warranty that all locations and special measures for the protection of plants, animals, cultural resources, and cave resources have been described herein, elsewhere in the contract, or designated on the ground.

27. EROSION PREVENTION AND CONTROL

Contractor's Operations shall be conducted reasonably to minimize soil erosion. Equipment shall not be operated when ground conditions are such that excessive damage will result. The kinds and intensity of erosion control work done by Contractor shall be adjusted to ground and weather conditions and the need for controlling runoff. Erosion control work shall be kept current immediately preceding expected seasonal periods of precipitation or runoff.

If Contractor fails to do seasonal erosion control work prior to any seasonal period of precipitation or runoff, Forest Service may temporarily assume responsibility for the work and any unencumbered deposits hereunder may be used by Forest Service to do the work. If needed for such work, Contractor shall make additional deposits on request by Forest Service. Any money deposited or used for this purpose shall be treated as cooperative deposits.

28. PROTECTION OF LAND SURVEY MONUMENTS

Forest Service shall appropriately designate on the ground all known survey monuments including but not limited to horizontal control stations (Triangulation Stations), vertical control stations (Bench Marks), property corner monuments, and all Public Land Survey System monuments. This shall include reference monuments, corner accessories such as bearing trees, line trees and line posts. Identifying signs shall be posted by Forest Service on two sides of each known bearing tree, and each line post shall be posted with a metal sign or decal. Line trees may be cut if designated by the Government.

In authorized clearings such as Clearcutting Units and road construction clearings, and in other instances where damage to survey monuments, corners, corner accessories and survey of property line markers is unavoidable, Forest Service shall arrange protective or perpetuative action which does not cause unnecessary delay to Contractor.

Contractor shall protect all known survey monuments, witness corners, reference monuments, bearing trees and line markers against avoidable destruction, obliteration or damage during Contractor's operations. Additional

monuments or objects discovered on the area shall be promptly reported to the other party and shall also be protected. If any known monuments, corners, corner accessories, and survey or property line markers are destroyed, obliterated or damaged during Contractor's operations, Contractor shall employ a registered professional land surveyor to reestablish or restore at the same location the monuments, corners, corner accessories or line markers. Such surveyors shall use procedures and monumentation that accords with the Bureau of Land Management Manual of Instructions for the Survey of the Public Lands of the United States for General Land Office surveys and any applicable State statutes concerned with land surveys. Contractor's agent shall record such surveys in accordance with state survey statutes.

29. PROTECTION OF RESIDUAL TREES

Contractor's Operations shall not unnecessarily damage young growth or other trees to be reserved.

30. SANITATION AND SERVICING

Contractor shall take all reasonable precautions to prevent pollution of air, soil, and water by Contractor's Operations. If facilities for employees are established on Contract Area, they shall be operated in a sanitary manner. Contractor shall not service tractors, trucks, or other equipment on National Forest lands where servicing is likely to result in pollution to soil or water. Contractor shall remove from National Forest lands all refuse resulting from use, servicing, repair, or abandonment of equipment. In the event that Contractor's Operations or servicing of equipment result in pollution to soil or water, Contractor shall conduct cleanup to restore the polluted site to the satisfaction of Forest Service.

31. PREVENTION OF OIL SPILLS

If Contractor maintains storage facilities for oil or oil products on Contract Area, Contractor shall take appropriate preventive measures to insure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States.

If the total oil or oil products storage exceeds 1,320 gallons or if any single container exceeds a capacity of 660 gallons, Contractor shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112) including certification by a registered professional engineer.

32. Reserved.

33. MEADOW PROTECTION

Reasonable care shall be taken to avoid damage to the cover, soil, and water in meadows shown on the maps in the contract's drawings/maps attachment. Vehicular or skidding equipment shall not be used on meadows, except where roads, landings, and tractor roads are approved. Unless otherwise agreed, trees felled into meadows shall be removed by endlining. Resulting logging slash shall be removed where necessary to protect cover, soil, and water.

34. WETLANDS PROTECTION

Wetlands requiring protection under Executive Order 11990 may be shown on the maps in the contract's drawings/maps attachment. Vehicular or skidding equipment shall not be used in such wetlands, except where roads, landings, and tractor roads are approved by the Contracting Officer. Additional measures needed to protect such areas are provided elsewhere herein.

35. Reserved.

36. Reserved.

37. REQUIREMENTS OF RIGHTS-OF-WAY

Contractor's road construction and use on rights-of-way shall be confined to said rights-of-way and limited by the related easements and stipulations, if any, unless Contractor makes other arrangements that will not infringe upon or adversely affect the grantee's rights. Said easements or right-of-way documents are available in the offices of the Forest Supervisor and District Ranger.

38. USE OF ROADS BY CONTRACTOR

Contractor is authorized to maintain roads, bridges, and other transportation facilities, as needed for harvesting Included Timber on National Forest and other lands where Forest Service has such authority. The location and clearing widths of all Temporary Roads or facilities shall be agreed to before construction is started. Contractor is authorized to cut and use for construction without charge construction timber designated by agreement.

Except as provided herein, Contractor is authorized to use existing National Forest roads and Specified Roads, when such use will not cause damage to the roads or National Forest resources and when hauling can be done safely. If Contractor's use of an existing temporary or National Forest system road cannot be satisfactorily accommodated without reconstruction, Contractor shall be authorized to use such road upon agreement as to the minimum reconstruction work that Contractor shall perform before hauling.

The maps in the attachments may show existing temporary or permanent roads that for such reasons as limitations in structural capacity, safety, and protection of soil, water, and roads:

(a) Cannot be used for log hauling or

(b) May be used only under the restrictive limitations stated therein.

Contractor's use of existing roads identified on the maps in the contract's drawings/maps attachment by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

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

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

Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
					NO ROAD RESTRICTIONS

39. Reserved.

40. USE BY OTHERS

Forest Service shall have the right to use any road constructed by Contractor under this contract for any and all purposes in connection with the protection and administration of the National Forest. Other parties, in connection with the logging of tributary National Forest timber, may use roads constructed by Contractor hereunder when such use will not materially interfere with Contractor's Operations. Such third party use shall be contingent upon the third party paying a fair share of maintenance cost commensurate with such commercial use. Unless otherwise provided, Forest Service shall authorize other uses of roads constructed by Contractor hereunder only if:

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

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

Where Contractor reconstructs a road having established use, the use during reconstruction and thereafter by Contractor shall be such as to reasonably accommodate such established use. Contractor shall have the right to use such reconstructed road without material additional interference from other users.

41. INCIDENTAL PAYMENT ITEMS

The intent of the contract is to provide for the complete performance of the project described in the contract. Unless otherwise provided, the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies and perform all work required to complete the project in accordance with drawings, specifications, and provisions of the contract. Payment for contract work will be made only for and under those pay items included in the Schedule of Items. All other work and materials will be considered as incidental to and included in the payment for items shown.

42. Reserved.

43. PERSONAL PROTECTIVE EQUIPMENT

(1) The contractor will train in the safe operation and use of equipment to all workers using such equipment.

(2) Personal protective equipment, including personal protective equipment for eyes, face, head, and extremities shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes encountered in a manner capable of causing injury or impairment in the function of any part of the body.

(3) Defective or damaged personal protective equipment shall not be used.

(4) The contractor shall provide each employee who operates a chain saw, chain saw chaps at no cost to the employee, and assure the chaps are worn during saw operations. These chaps must be approved by Underwriters Laboratory or meet Forest Service specification 6170-47. The chaps shall cover the full length of the thigh to the top of the boot on each leg.

(5) The contractor shall assure that each employee wears foot protection that provides adequate traction and ankle support. Employees operating chain saws shall wear foot protection that is constructed with cut-resistant material which will protect the employee against contact with a running chain saw.

(6) The contractor shall provide, at no cost to the employee, a hard hat and assure that each employee who works in an area where there is potential for head injury from falling objects or flying objects wears a hard hat that meets the minimum requirements of American National Standards Institute (ANSI) standard Z89.1-1997.

(7) The contractor shall provide, at no cost to the employee, eye protection where there is potential for eye injury due to flying objects. This eye protection must meet the minimum requirements of ANSI standard Z87.1-2003.

(8) The contractor shall provide, at no cost to the employee, hearing protection where there is a potential for hearing loss due to high intensity noise e.g., chain saw operation.

44. CAMPING PROVISIONS FOR LABOR INTENSIVE CONTRACTS

The following provisions apply to all camping on National Forest lands during performance of this contract:

(1) These provisions are in addition to those contained in, or provided for, in the clause titled “Use of Premises”, in this contract.

(2) Every structure used as shelter shall provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect workers from the cold. Firewood may be cut only after obtaining a District Firewood Permit.

(3) The campsite will not encroach beyond the boundaries designated by the Forest Service. The campsite shall be located so as to minimize impacts on streams, lakes, and other bodies of water. No camping shall be permitted within developed recreation sites or along primary recreation roads.

(4) The campsite shall have a clean appearance at all times.

(5) Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. If the contractor fails to remove all structures or improvements within the 10 calendar days, they shall become the property of the United States, but that will not relieve the contractor of liability for the cost of their removal and restoration of the site.

(6) Unless otherwise designated by the Contracting Officer, the use of this area is not exclusive, and may be granted to other Permittees, contractors, or recreating public. Disorderly conduct is not permitted.

(7) Damaging or removing any natural feature or other property of the Forest Service is prohibited.

(8) Servicing of equipment in the campsite is not permitted, unless the campsite is within the project area.

(9) Sanitary facilities shall be provided for storing food. Ice chests or coolers, with ice supply made from potable water and replenished as necessary, shall be provided and sufficient for the storage of perishable food items.

(10) An adequate and convenient potable water supply shall be provided in each camp for drinking and cooking purposes.

(11) Toilet facilities adequate for the capacity of the camp shall be provided and supplied with adequate toilet paper. Such facilities shall be serviced and maintained in a sanitary condition.

(12) Garbage shall be collected, stored, and disposed of in such a manner as to prevent scattering by the wind, minimize attraction of flies, and discourage access by rodants.

(13) Basic first aid supplies shall be maintained, available and under the charge of a person trained to administer first aid. The supplies shall include:

(a) Gauze pads (at least 4x4 inches)
(b) Two large gauze pads (at least 8x10 inches)
(c) Box adhesive bandages (band-aids)
(d) One package of gauze roller bandage at least 2 inches wide
(e) Two triangular bandages
(f) Scissors
(g) At least one blanket
(h) Tweezers
(i) Adhesive tape
(j) Latex gloves
(k) Resuscitation device such as resuscitation bag, airway, or pocket mask

(14) Any washing of laundry shall be done in such a way as to provide for washing and rinsing without polluting lakes, streams, or other flowing water.

(15) Waste water must be disposed of away from living and eating areas and in a fashion that minimizes pollution to lakes, streams, and other flowing water.

(16) The contractor shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.

(17) The contractor shall comply with the following fire regulations during fire season:

(a) A shovel, axe or pulaski, 10 quart pail which is full of water for immediate use and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required during the fire season.

(b) All fire rings or outside fireplaces will be approved by the Forest Service representative. The area will be cleared down to mineral soil for a distance of 1 foot outside of the ring or fireplace and it will not have any overhanging material. Fire rings will be dismantled and material disposed prior to leaving the site.

(c) All generators and other internal combustion engines will be equipped with USFS approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in (b).

(d) All fuel will be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.

(18) Any violation of these conditions constitutes a breach of contract, and may result in revocation of camping approval.

(19) The Forest Service reserves the right to terminate a camping permit at any time.

45. REIMBURSEMENT FOR BOND PREMIUMS

The Contract Price includes the total amount for premiums that the Contractor attributes to the furnishing of the performance and/or payment bonds required by the contract. Reimbursement for bond premiums may be made in stewardship credits or cash.

46. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically a this/these address(es):

http://www.arnet.gov/far
http://www.usda.gov/procurement/policy/agar.html

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.215-5	Facsimile Proposals (OCT 1997)
	(c) 907.228.6254
52.228-2	Additional Bond Security (OCT 1997)
52.228-11	Pledges of Assets (FEB 1992)
52.228-14	Irrevocable Letter Of Credit (DEC 1999)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)

47. EQUIVALENT RATES

In accordance **with FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**, the following information is provided:
This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage	Fringe Benefits
Heavy Equipment Operator WG-8	$15.13/hr	*
Crew Leader GS-5	$10.52/hr	*
Forestry Tech GS-5	$10.52/hr	*
Laborer GS-3 or GS-4	$8.37 or $9.40/hr	*

*FRINGE BENEFITS: Life, Accident and Health Insurance and Sick Leave Programs - 5.1 percent of basic hourly rate.
Paid Holidays - 10 per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.
Vacation - 13 days paid vacation per year up to 3 years of service, 20 days after 3 years of service, and 26 after 15 years of service. Retirement - 7 percent basic hourly rate.

48. UNDERSTANDINGS

(a) Within this contract and its attachments, the terms "Contractor" and "Timber Sale Purchaser" (or "Purchaser") have identical meanings.

(b) This is a firm-fixed-price contract. Textual requirements in this contract and its attachments for the Contractor to obtain Forest Service approval, permission, or agreement before taking an action merely serve to remind the Contractor of its responsibility to seek and obtain that approval, permission, or agreement. A Forest Service decision not to grant a requested approval, permission, or agreement neither relieves the Contractor of its duty to perform the contract nor serves as the basis for changing the contract's price.

(c) When sentences in this contract and its attachments use the imperative mood, *"the Contractor"* is implied.

49. LIST OF ATTACHMENTS

The following attachments are made a part of this solicitation and any resultant contract.

Attachment 1. Wage Determination, 4 pages.
Attachment 2. Stewardship Contract Timber Removal Specifications, 10 pages.
Attachment 3. Additional CT Provisions, 14 pages.
Attachment 4. Forest Service Specifications for Maintenance of Roads In Timber Sales, 10 pages.
Attachment 5. Roads Information, 4 pages.
Attachment 6. Drawings/Maps, 7 pages (1 Cover Page + 6 Drawings/Maps).

SOLICITATION PROVISIONS

1. FAR 52.212-2 Evaluation—Commercial Items (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(1) FACTOR 1—PRICE. This factor provides an assessment that the price proposed by an offeror and to be paid by the Government (for the service work in B.1.) or to the Government (for the merchantable timber in B.2.) is fair and reasonable and most advantageous to the Government. It may include an assessment of risk associated with the proposed prices.

(2) FACTOR 2—PAST PERFORMANCE. This factor provides an assessment of the Government's confidence in an offeror's ability to fulfill the contract requirements while meeting schedule, budget, and performance quality expectations, based on the offeror's demonstrated record of performance in similar or relevant efforts and its approaches to minimizing risk in the work of this contract.

(3) FACTOR 3—LOCAL RESOURCES. This factor provides an assessment of the offeror's utilization of Southeast Alaska resources, including employees and subcontracts, in the performance of the work of the contract.

(4) FACTOR 4—DOMESTIC PROCESSING. This factor provides an assessment of the offeror's use of Southeast Alaska timber processing resources for the merchantable timber removed from Forest Service lands.

Of the evaluation factors above, Factor 1 is most important and Factors 2, 3, and 4 combined are approximately equal to price. Factors 2, 3, and 4 are of equal importance among themselves.

Technical and past performance, when combined, are approximately equal to price.

(b) *Options*. n/a.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

2. Pre-Proposal Conference

The Government will host a pre-proposal conference on Friday, September 12, 2008, at the Craig Ranger District Office in Craig, Alaska, at 8:00am to accept and answer questions regarding this solicitation. However, questions to the contracting officer BEFORE the conference are encouraged and will be answered at the conference. Minutes of the meeting and answers to questions will be posted for information purposes on the FedBizOpps website.

3. Proposal Instructions

To assist in the evaluation of proposals, an offeror shall submit with its proposal the following narratives—

(a) PAST PERFORMANCE. An offeror shall describe its performance on projects similar to this Prince of Wales Commercial Thinning project, with explanations of the similarities between previous projects and this effort. For each similar project, the offeror shall provide a narrative description of the project and the offeror's role in the project, the dollar value of the project, the dates of the project, information on problems encountered during performance and the offeror's corrective solutions, a list of current persons not affiliated with the offeror who may be contacted as references. The offeror may provide the same information for its partners or subcontractors. The offeror's descriptions should include its past performance in complying with subcontracting plan goals for small disadvantaged businesses. This narrative shall not exceed two pages.

(b) LOCAL RESOURCES. An offeror shall describe its intended utilization of Southeast Alaska resources, including employees and subcontracts, in the performance of the construction and service work of the contract. This narrative shall not exceed two pages.

(c) DOMESTIC PROCESSING. An offeror shall describe its intended use of Southeast Alaska timber processing resources for the merchantable timber removed from Forest Service lands. This narrative shall not exceed two pages.

REPRESENTATIONS AND CERTIFICATIONS

FAR 52.212-3 Offeror Representations and Certifications—Commercial Items (SEP 2007)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

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

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;
(2) Federal Supply Group (FSG) 87, Agricultural Supplies;
(3) FSG 88, Live Animals;
(4) FSG 89, Food and Related Consumables;
(5) FSC 9410, Crude Grades of Plant Materials;
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) FSC 9610, Ores;
(9) FSC 9620, Minerals, Natural and Synthetic; and
(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

 TIN: _____.

 TIN has been applied for.

 TIN is not required because:

 Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

 Offeror is an agency or instrumentality of a foreign government;

 Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

 Sole proprietorship;

 Partnership;

 Corporate entity (not tax-exempt);

 Corporate entity (tax-exempt);

 Government entity (Federal, State, or local);

 Foreign government;

 International organization per 26 CFR 1.6049-4;

 Other _____.

(5) *Common parent.*

 Offeror is not owned or controlled by a common parent;

 Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it is, is not a small business concern.

(2) *Veteran-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

_____

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [*Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation*.]

(i) [*Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs)*.] The offeror represents as part of its offer that it □ is, □ is not an emerging small business.

(ii) [*Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs)*.] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). (*Check one of the following*):

	Number of Employees	Average Annual Gross Revenues
__	50 or fewer	$1 million or less
__	51–100	$1,000,001–$2 million
__	101–250	$2,000,001–$3.5 million
__	251–500	$3,500,001–$5 million
__	501–750	$5,000,001–$10 million
__	751–1,000	$10,000,001–$17 million
__	Over 1,000	Over $17 million

(9) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status*.]

(i) *General*. The offeror represents that either—

(A) It □ is, □ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It □ has, □ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) □ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:* _____.]

(10) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, as part of its offer, that—

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns

that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture*: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It □ has, □ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It □ has, □ has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It □ has developed and has on file, □ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed $100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit with its offer, OMB Standard Forms LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[*List as necessary*]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[*List as necessary*]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free

Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[*List as necessary*]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

_____

_____

[*List as necessary*]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[*List as necessary*]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689*). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state

antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[*Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

ADDENDUM TO FAR 52.212-3 Offeror Representations and Certifications—Commercial Items:

1. MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT

In accordance with the Migrant Seasonal and Agricultural Worker Protection Act (MSWPA) (29 USC 1801-1872) the offeror states that it:

☐ Has applied for a MSWPA Registration Number
☐ Has been issued MSWPA Registration Number
☐ Has not applied for a number
☐ Will not apply because it does not currently have employees and does not plan to hire employees.

An employer who anticipates hiring employees and who anticipates the possibility of bidding on a federal contract in the future should submit an application to obtain the Registration Number.

Applications for registration numbers should be made on Form WH-510 which is available at your State Employment Service Offices. Questions concerning application should be directed to the State Employment Office or to:

Completed forms should be mailed to the appropriate U.S. Department of Labor Office above.

A valid U.S. Department of Labor Registration Number must be supplied to the Contracting Officer prior to issuance of a Notice to Proceed with the work. Failure to provide such number within 30 days of award is grounds for termination of your contract.

2. Alaska Native or Indian-Owned Business

(a) General. This provision is used to assess the level of procurement opportunities made available to Alaska Native or Indian-Owned Businesses in Region 10 of the USDA-Forest Service. Status as an Alaska Native or Indian-Owned Business is collected for general statistical purposes.

(b) Definitions. As used in this provision—

"Indian" means a person who is a member of an Indian tribe.

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, nation, or other organized group or community, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians."

“ANCSA Corporation” means any Alaska Native village, urban, or Regional Corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act.

(c) Representation. The Offeror represents itself, as part of this offer, that it is an:

[ ] (1) Indian or Alaska Native
[ ] (2) Indian or Alaska Native Organization
[ ] (3) Indian-Owned or Alaska Native-Owned Economic Enterprise
[ ] (4) Indian or Alaska Native Tribe
[ ] (5) ANCSA Corporation

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 1996-0372
Revision No.: 20
Date Of Last Revision: 05/29/2008

State: Alaska
Area: Alaska Statewide

Fringe Benefits Required Follow the Occupational Listing

Forestry Industry

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
08010 - Brush/Precommercial Thinner	12.46
08040 - Choker Setter	17.06
08070 - Faller/Bucker	19.64
08100 - Fire Lookout	12.46
08130 - Forestry Equipment Operator	21.21
08160 - Forestry/Logging Heavy Equipment Operator	23.37
08190 - Forestry Technician	23.37
08200 - Forestry Truck Driver	23.37
08250 - General Forestry Laborer	15.78
08280 - Nursery Specialist	17.28
08310 - Slash Piler/Burner	12.46
08340 - Tree Climber	13.95
08370 - Tree Planter	12.16
08400 - Tree Planter, Mechanical	12.16

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.24 per hour or $129.60 per week or $561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such

conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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ATTACHMENT 2
STEWARDSHIP CONTRACT TIMBER REMOVAL SPECIFICATIONS

BT.0 CONTRACT AREA
BT.1 Contract Area Map
BT.2 Claims
CT.0 TIMBER SPECIFICATIONS
CT.1 Included Timber
CT.1.1 Standard Timber
CT.1.2 Substandard Timber
CT.1.3 Damaged Timber
CT.1.3.1 Damaged by Contractor
CT.1.3.2 Negligent or Willful Damage
CT.1.3.4 Minor Damage by Natural Causes
CT.1.4 Unintentionally Cut Timber
CT.1.5 Construction Timber
CT.1.6 Other Material
CT.2 Utilization and Removal of Included Timber
CT.3 Timber Designations
CT 3.2 Construction Clearing
CT 3.2.1 Road Clearings
CT 3.2.2 Other Authorized Clearings
CT.3.7 Minor Changes
CT.4 Volume Estimate
DT.0 RATES OF PAYMENT
DT.1 Current Contract Rates
DT.4 Other Payment Rates
DT.4.1 Material and Quantities Not in Division AT
DT.4.2 Timber Cut Through Mistake
DT.4.2.1 Designated Timber Cut But Not Removed
DT.4.3 Undesignated Timber Damaged Without Negligence
DT.4.4 Undesignated Timber Unnecessarily Damaged or Negligently or Willfully Cut
DT.4.5 Liquidated Damages
ET.0 PAYMENTS
ET.1 Amount Payable for Timber
ET.2 Integrated Resource Account
GT.0 OPERATIONS
GT.4 Conduct of Logging
GT.4.1 Felling and Bucking
GT.4.1.1 Felling in Clearings
GT.4.1.2 Stump Heights
GT.4.1.3 Limbing
GT.4.2 Skidding and Yarding
GT.4.2.1 Rigging
GT.4.2.2 Landings and Skid Trails
GT.4.2.3 Skidding on Roads
GT.4.2.4 Arches and Dozer Blades
GT.6.3 Temporary Roads
GT.6.4 Landings
GT.6.5 Skid Trails and Fire Lines
GT.6.6 Current Operating Areas
GT.6.7 Erosion Control Structure Maintenance
GT.7 Slash Disposal
GT 8 Measuring
GT.8.1 Product Identification
IT.0 OTHER CONDITIONS
IT.1 Title and Liability
IT.1.1 Title Passage
IT.1.2 Liability for Loss
IT.5 Sale of Other Materials
WO-KT-GT.8.4.2 Product Identification (9/04)
WO-KT-IT.6.8 Use of Timber (Option 1) (9/04)
WO-KT-IT.6.8 Use of Timber (Option 2) (9/04)

DIVISION AT

Location and Area:

Total Contract Area of	74	acres more or less is located in:	T.74S. , R.83 E. Sections 9,10,15,16; T.69S. R.79E.
	Sections 11,12,13,14; T.73S., R.84E. Sections29,30,31,32, Copper River Meridian		

Volume Estimate and Utilization Standards

				Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
Species Group	**Product**	**Estimated Quantity ***	**Unit of Measure**	**Diameter Breast High (d.b.h.)** *(inches)*	**Number of Minimum Pieces per Tree**	**Length** *(feet)*	**Diameter Inside Bark at Small End** *(inches)*	1/
Sitka Spruce	Sawtimber	924	MBF	9.0	1	12	6	33 1/3
Western Hemlock	Sawtimber	278	MBF	9.0	1	12	6	33 1/3
Timber Subject to Agreement								
N/A								
Total Quantity		1202						

1/ Enter Merchantability Factor (Merch. Factor) or Net Scale in % of Gross Scale, whichever is appropriate.

Timber Designations, acres are approximate:

	Number	Acres
Clearcutting Units (BT2.31)		
Specified Road Clearing (BT2.32)		
Overstory Removal Units (BT2.33)		
Understory Removal Units (BT2.34)		
Individual Trees (BT2.35)		66.6
Incompletely Measured Payment Units (BT2.36)		

High Stumps

Species	Product	Maximum Stump Height *(inches)*
All	All	12” or 1/3 Stump Diameter

Roads

Name and Date of Governing Road Specifications:_____.

Project

Road Number	Name	Design Class	Approx. Length *(mi./km.)*	Sheet Numbers and Approval Date	Performance Responsibility		
					Survey	Design	Const. Staking 1/
N/A							

Schedule of Payment Units

Payment Unit Number	Approx. Acres		To be Paid for at Flat Rates			Total Flat Rate Payment $	Total Required Deposits for Slash Disposal $
		Species	Product	Quantity	Unit of Measure		
1	20	Western Hemlock	Sawtimber	104	MBF		N/A
		Sitka Spruce	Sawtimber	180	MBF		"
		PU Total		284		$	
2	26	Western Hemlock	Sawtimber	116	MBF		N/A
		Sitka Spruce	Sawtimber	477	MBF		"
		PU Total		593		$	
3	20	Western Hemlock	Sawtimber	58	MBF		N/A
		Sitka Spruce	Sawtimber	267	MBF		"
		PU Total		325		$	
Total	66			1,202	MBF	$	

UNITED STATES DEPARTMENT OF AGRICULTURE
Forest Service
TIMBER REMOVAL SPECIFICATIONS
CLAUSES FOR TREE MEASUREMENT TIMBER REMOVAL CONTRACTS
(Applicable to Contracts to be Measured Before Felling**)**

This Division is organized into Parts, Sections, Subsections, and Items. These are numbered in accordance with the following scheme: Part BTl.0, Section BTl.1, Subsection BTl.11, and Item BTl.111. References to a Part include all Sections, Subsections, and Items within that Part; references to a Section include all Subsections and Items within that Section; and references to a Subsection include all Items within that Subsection. Cross references within this contract cite the reference number of the applicable Division, Part, Section, Subsection, and Item. Descriptive headings used are not to be considered in determining the rights and obligations of the parties hereunder. The Standard Clauses in this Division are subject to Specific Conditions of the contract stated in Division AT. Wherever appropriate, Specific Conditions established in Division AT are herein cited by reference number. References to Standard Clauses also apply to Special KT Clauses with the same numbers. These clauses are applicable only to the timber removal portion of the *Prince of Wales Commercial Thinning* Stewardship Contract except where otherwise specifically referenced.

BT.0—CONTRACT AREA
BT.1 Contract Area Map. The boundaries of "Payment Units" and any cutting units thereof, are as shown on the maps in the contract's drawings/maps attachment were designated on the ground by Forest Service to meet the anticipated needs of the parties. The location of the Payment Units and its approximate acreage are stated in Division AT. Payment Units may be revised and additional ones may be established only by written agreement. Where applicable, the following are also identified on these maps:

(a) Identified claims limiting Contractor's rights;
(b) Payment Units defined where timber is to be Measured or Marked after date of advertisement;
(c) Boundaries of cutting units;
(d) Areas where leave trees are Marked to be left uncut;
(e) Roads listed
(f) Sources of base course, rock riprap and surface rock;
(g) Roads where log hauling is prohibited or restricted;
(h) Roads and trails to be kept open;
(i) Improvements to be protected;
(j) Locations of known historical sites;
(k) Maximum stump heights when more than one height is listed by areas;
(l) Skidding or yarding methods specified;
(m) Streamcourses to be protected; and
(n) Other features required by Division AT - KT.

BT.2 Claims. Valid claims are excluded from Contract Area, except those on which timber cutting is authorized in writing by the claimant and except mining claims on which cutting is authorized by the Act of July 23, 1955 (30 USC 614). Claims that limit Contractor's rights to operate under this contract and that Forest Service has been able to identify may be shown on Contract Area Map. Contractor is not obligated to operate contrary to existing claim limitations. Forest Service shall designate boundaries of claims on the ground to the extent necessary to identify Included Timber.

CT.0—TIMBER SPECIFICATIONS

CT.1 Included Timber. "Included Timber" consists of:

CT.1.1 Standard Timber. Live and dead trees and portions thereof that meet Utilization Standards and are designated for cutting.

CT.1.2 Substandard Timber. Live and dead trees that:
(a) Do not meet Utilization Standards and
(b) Are located in Clearcutting Units or construction clearings or are otherwise designated for cutting.

CT.1.3 Damaged Timber.

CT.1.3.1 Damaged by Contractor. Undesignated live trees meeting Utilization Standards (a) within 200 feet slope distance from centerline of roads constructed hereunder which are damaged by Contractor's construction to the extent that considerable deterioration or mortality is imminent and are designated by Forest Service for felling before the nearest road segment is substantially completed; or (b) which are damaged by Contractor in logging and are subsequently Marked before Contractor has completed skidding or yarding operations in the immediate area. By agreement, such trees may be left without charge if their removal would cause undue damage or be grossly uneconomic.

CT.1.3.2 Negligent or Willful Damage. Undesignated timber meeting Utilization Standards and unnecessarily damaged or negligently or willfully cut by Contractor, if included by Forest Service.

CT.1.3.4 Minor Damage by Natural Causes. Undesignated trees within Contract Area and meeting Utilization Standards, that become insect infested, windthrown, suffer serious damage, or die, as designated by agreement.

CT.1.4 Unintentionally Cut Timber. Live trees, within or immediately adjacent to Contract Area or to road construction or other authorized clearing outside Contract Area, not designated for cutting but that are cut through mistake by Contractor, when included by Forest Service.

CT.1.5 Construction Timber. Trees to be used for construction under this contract.

CT.1.6 Other Material. Species or products not listed in the contract, upon written approval of Forest Service.

CT.2 Utilization and Removal of Included Timber. "Utilization Standards" for trees and minimum pieces are stated in Division AT. To meet minimum tree specifications, trees must equal or exceed tree diameters listed in Division AT and contain at least one minimum piece. Except for timber required or authorized to be left, Contractor shall fell and buck such trees and shall remove from Contract Area all pieces that (a) Meet minimum piece standards in Division AT; or (b) Do not meet such standards, but would have qualified as part of minimum pieces if bucking lengths were varied to include such material.

CT.3 Timber Designations. Timber designated for cutting shall be confined to Payment Units, except as otherwise provided. Contract Area Map indicates subdivisions, if any, where Marking is to be done after advertisement, except for construction clearing, minor changes, and damaged timber. The boundaries of cutting units were plainly marked on ground before advertisement and are shown on Contract Area Map. The number of units and approximate acreage of timber designations are stated in Division AT.

CT.3.1 Deleted.

CT.3.2 Construction Clearing. All timber is designated for cutting that is within the clearing limits of roads constructed hereunder or is in other authorized clearings. All dead or unstable live trees are designated for cutting that are sufficiently tall to reach Contractor's landings, work areas, or the roadbed of Specified and Temporary Roads when Marked in advance of work in the immediate area. Pieces meeting Utilization Standards from such dead or unstable live trees shall be removed, unless there is agreement that to do so could damage the road. Such designation may be revised as part of agreed changes in road location.

CT.3.2.1 Road Clearings. Timber within the clearing limits of Roads is within separate Payment Units, as shown on Contract Area Map, and the quantities are in Division AT. The quantities of dead or unstable trees designated outside the clearing limits are not included in Division AT.

CT.3.2.2 Other Authorized Clearings. Timber within authorized clearings for Temporary Roads, landings, or other construction clearings is designated for cutting. Quantities of such timber are not included in Division AT.

CT.3.3 Deleted.

CT.3.4 Deleted.

CT.3.5 Individual Trees. All trees to be cut, other than in the units described in CT.3.1, CT.3.2, CT.3.3, and CT.3.4, are Marked or designated by description. Trees are "Marked" when individually designated by Forest Service with paint marks above and below stump height.
Contract Area Map indicates areas plainly identified on the ground where leave trees are Marked to be left uncut.

CT.37 Minor Changes. Within Contract Area, minor adjustments may be made in boundaries of cutting units or in the timber individually Marked for cutting when acceptable to Contractor and Forest Service.

CT.4 Volume Estimate. The estimated volumes of timber by species designated for cutting and expected to be cut under Utilization Standards are listed in Division AT. The estimated volumes stated are not to be construed as guarantees or limitations of the timber volumes to be designated for cutting under the terms of this contract.

DT.0—RATES OF PAYMENT

DT.1 Current Contract Rates. Included Timber that is Released for Cutting shall be paid for at Current Contract Rates determined under this Section. "Current Contract Rates" shall be Flat Rates. Flat Rates shall be those listed in Division AT and B2 of the Schedule of Items. In the event contract time is adjusted, Current Contract Rates shall be continued in the same manner as immediately prior to the adjustment period.

DT.4 Other Payment Rates.

DT.4.1 Material and Quantities Not in Division AT. Incidental amounts of products or portions of trees of species that do not meet Utilization Standards may be removed without charge. Such material from Clearcutting Units and construction clearings may be purposely removed in more than incidental amounts without charge subject to agreement on deposits for road maintenance and use. Such material from other than Clearcutting Units and construction clearings may be purposely removed in more than incidental amounts without charge upon written approval of Contracting Officer, and subject to agreement on deposits if needed for road maintenance and use. Other species or products not listed may, upon written approval of Contracting Officer, be cut and removed without charge other than Required Deposits established by agreement. Timber for which the quantity is not included in the estimate, shall be paid for at Current Contract Rates and Required Deposits.

DT.4.2 Timber Cut Through Mistake. Undesignated timber meeting Utilization Standards, cut by Contractor through mistake and included by the Forest Service, shall be removed and paid for at Current Contract Rates, unless such material is not listed. In such event, Forest Service, in accord with standard Forest Service methods, shall establish rates to be paid.

DT.4.2.1 Designated Timber Cut But Not Removed. Standard timber shall be removed prior to acceptance of a Payment Unit for completion of logging. There shall be no charge when (a) leaving the incidental material is justified under existing conditions, or (b) Cut timber is left by option or requirement.

DT.4.3 Undesignated Timber Damaged Without Negligence. Undesignated timber meeting Utilization Standards, damaged without negligence by Contractor and designated by Forest Service, shall be cut, removed, and paid for at Current Contract Rates.

DT.4.4 Undesignated Timber Unnecessarily Damaged or Negligently or Willfully Cut. Undesignated timber meeting Utilization Standards and unnecessarily damaged or negligently or willfully cut by Contractor, if included by Forest Service shall be cut, removed, and paid for at Current Contract Rates that are in addition to liquidated damages. If such timber is of a species or size not listed in Division AT or is of a quality different from designated timber, Contracting Officer shall establish payment rates in accord with standard Forest Service methods.

DT.4.5 Liquidated Damages. Unnecessary damage to or negligent or willful cutting of undesignated timber, on portions of Contract Area cut over under this contract is likely to cause substantial silvicultural or other damage to the National Forest. It will be difficult, if not impossible, to determine the amount of such damage. Therefore, Contractor shall pay as fixed, agreed, and liquidated damages an amount equivalent to the amount payable at Current Contract Rates. If designated by the Forest Service, Contractor shall remove such damaged timber.

ET.0—PAYMENTS

ET.1 Amount Payable for Timber. Current Contract Rates and Required Deposits in effect when a Payment Unit is Released for cutting shall be applied to the timber quantities to determine the amount Contractor shall pay. Payment shall be in the form of Stewardship Credits or cash.

ET.2 Integrated Resource Account. "Integrated Resource Account" is an account of all Contractor's deposits, credits, payment guarantees, and the charges for:

(a) Timber at Current Contract Rates,
(b) Slash disposal and road maintenance at Required Deposit rates,
(c) Cooperative work at rates established by specific agreement,
(d) Other charges provided in this contract.

Cash deposits and Stewardship Credits shall be recorded currently in such account. Charges for timber cut shall be made when Forest Service prepares and furnishes to Contractor periodic statements of quantity and value of such timber. Charges against Stewardship Credits shall be limited to timber value in excess of Required Deposits.

GT.0—OPERATIONS

GT.4 Conduct of Logging. Unless otherwise specifically provided herein, Contractor shall fell trees designated for cutting

and shall remove the portions which meet Utilization Standards, except for occasional trees inadvertently not cut or trees or pieces not removed for good reason, including possible damage to forest resources or gross economic impracticability at the time of removal of other timber. Logging shall be conducted in accordance with the following, unless other clauses set forth requirements to meet special or unusual logging conditions.

GT.4.1 Felling and Bucking. Felling shall be done to minimize breakage of Included Timber and damage to residual timber. Unless agreed otherwise, felling shall be done by saws or shears. Bucking shall be done to permit removal of all minimum pieces set forth in Division AT. Contractor may buck out cull material when necessary to produce pieces meeting Utilization Standards. Such bucked out material shall contain a minimum amount of sound wood, not in excess of the net Measure in percentage of gross Measure, or based on the merchantability factor, whichever is stated in Division AT. If necessary to assess extent of defect, Contractor shall make sample saw cuts or wedges.

GT.4.1.1 Felling in Clearings. Insofar as ground conditions, tree lean and shape of clearings permit, trees shall be felled so that their tops do not extend outside construction clearings and areas of regeneration cutting.

GT.4.1.2 Stump Heights. Stumps shall not exceed, on the side adjacent to the highest ground, the maximum heights set forth in Division AT, except that occasional stumps of greater heights shall be acceptable when necessary for safe and efficient conduct of logging. Except for acceptable high stumps stated above, Contractor shall re-cut high stumps so they will not exceed heights specified in Division AT and shall dispose of severed portions in the same manner as other logging debris or as otherwise agreed. The stump heights shown in Division AT were selected with the objective of maximum reasonable utilization of the timber unless Contract Area Map shows special areas where stump heights are lower for aesthetic, land treatment or silvicultural reasons.

GT.4.1.3 Limbing. When Forest Service determines it is necessary to minimize damage to the residual stand during skidding, Contractor shall cut exposed limbs from products prior to skidding. Contractor may leave uncut those limbs that cannot be cut with reasonable safety.

GT.4.2 Skidding and Yarding. Methods of skidding or yarding specified for particular areas, if any, are indicated on Contract Area Map. Outside Clearcutting Units and construction clearings, insofar as ground conditions permit, products shall not be skidded against reserve trees or groups of reproduction and tractors shall be equipped with a winch to facilitate skidding.

GT.4.2.1 Rigging. Insofar as practicable, needed rigging shall be slung on stumps or trees designated for cutting.

GT.4.2.2 Landings and Skid Trails. Location of all landings, tractor roads, and skid trails shall be agreed upon prior to their construction. The cleared or excavated size of landings shall not exceed that needed for efficient skidding and loading operations.

GT.4.2.3 Skidding on Roads. Products may be skidded on permanent roads authorized for hauling only by prior written agreement.

GT.4.2.4 Arches and Dozer Blades. Skidding tractors equipped with pull-type arches or dozer blades wider than tractor width or C-frame width, whichever is greater, shall not be used in residual timber outside Clearcutting Units and other authorized clearings, except on constructed tractor roads or landings, unless there is written agreement that residual timber will not be damaged materially by such use.

GT.6.3 Temporary Roads. As necessary to attain stabilization of roadbed and fill slopes of Temporary Roads, Contractor shall employ such measures as outsloping, drainage dips, and water-spreading ditches.

After a Temporary Road has served Contractor's purpose, Contractor shall give notice to Forest Service and shall remove bridges and culverts, eliminate ditches, outslope roadbed, remove ruts and berms, effectively block the road to normal vehicular traffic where feasible under existing terrain conditions, and build cross ditches and water bars, as staked or otherwise marked on the ground by Forest Service. When bridges and culverts are removed, associated fills shall also be removed to the extent necessary to permit normal maximum flow of water.

GT.6.4 Landings. After landings have served Contractor's purpose, Contractor shall ditch and slope them to permit water to drain or spread. Unless agreed otherwise, cut and fill banks around landings shall be sloped to remove overhangs and otherwise minimize erosion.

GT.6.5 Skid Trails and Fire Lines. Contractor shall construct cross ditches and water-spreading ditches on tractor roads and skid trails, where staked or otherwise marked on the ground by Forest Service. Forest Service shall designate cross ditching on Contractor-built fire lines prior to or during construction. By agreement, Contractor may use other comparable erosion control measures, such as backblading skid trails, in lieu of cross ditching.

GT.6.6 Current Operating Areas. Where logging, road construction, or other stewardship project work is in progress but not

completed, unless agreed otherwise, Contractor shall, before operations cease annually, remove all temporary log culverts and construct temporary cross drains, drainage ditches, dips, berms, culverts, or other facilities needed to control erosion.

Such protection shall be provided, prior to end of ***October 31*** for all disturbed, unprotected ground that is not to be disturbed further prior to end of operations each year, including roads and associated fills, tractor roads, skid trails, and fire lines. When weather permits operations during ***November 31–April 30*** , Contractor shall keep such work on any additional disturbed areas as up to date as practicable.

GT.6.7 Erosion Control Structure Maintenance. During the period of this contract, Contractor shall provide maintenance of soil erosion control structures constructed by Contractor until they become stabilized, but not for more than 1 year after their construction. Contractor shall not be responsible for repair of such structures damaged by other National Forest users whose activities are not a part of Contractor's Operations.

GT.7 Slash Disposal. Contractor's timing of product removal and preparatory work shall not unnecessarily delay slash disposal. Specific slash disposal measures to be employed by Contractor are stated in KT-GT.7 and are in addition to Required Deposits for slash disposal.

GT.8 Measuring. "Measuring" is the estimation of timber quantities using certain dimensions and applicable volume tables or formulae to determine the contents of trees or stands in a standard manner. Sampling may be on an individual tree or area basis. Examples of standard procedures are tree measurement, sample tree measurement, and area estimate. The quantity of timber designated or to be designated for cutting has been or shall be Measured, as specified in this contract

GT.8.1 Product Identification. For contracts west of the 100th meridian, before removal from Contract Area, unless Contracting Officer determines that circumstances warrant a written waiver or adjustment, Contractor shall:

(a) Hammer brand all products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter

(b) Paint with a spot of highway-yellow paint all domestic processing products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter. Each paint spot must be not less than three (3) square inches in size.

Contracting Officer shall assign brands and, if Contract Area is within a State that maintains a log brand register, brands shall be registered with the State. Contractor shall use assigned brand exclusively on logs from this contract until Contracting Officer releases brand. Contractor will furnish and apply highway-yellow paint of a lasting quality (oil-base or equivalent).

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

IT.0—OTHER CONDITIONS

IT.1 Title and Liability.

IT.1.1 Title Passage. All right, title, and interest in and to any Included Timber shall remain in Forest Service until it has been cut, removed from Contract Area or other authorized cutting area, and paid for, at which time title shall vest in Contractor. Timber cut under the terms of clause Timber Payment Guarantee, Section G of PART I, shall be considered to be paid for. Title to any Included Timber that has been cut, scaled and paid for, but not removed from Contract Area or other authorized cutting area by Contractor on or prior to contract termination, shall remain in Forest Service.

IT.1.2 Liability for Loss. If Included Timber is destroyed or damaged by an unexpected event that significantly changes the nature of the Included Timber, such as fire, wind, flood, insects, disease, or similar cause, the party holding title shall bear the timber value loss resulting from such destruction or damage; except that such losses caused by insect or disease after felling of timber shall be borne by Contractor, unless Contractor is prevented from removing such timber by the Forest Service. Deterioration or loss of value of salvage timber is not an unexpected event. In the event Included Timber to which Forest Service holds title is destroyed, Contractor will not be obligated to remove and pay for such timber. In the event Included Timber to which Forest Service holds title is damaged, Contracting Officer shall make an appraisal to determine for each species the difference between the appraised unit value of Included Timber immediately prior to the value loss and the appraised unit value of timber after the loss. Current Contract Rates in effect at the time of the value loss shall be adjusted by said differences to become the redetermined rates.

There shall be no obligation for Forest Service to supply, or for Contractor to accept and pay for, other timber in lieu of that destroyed or damaged. This Subsection shall not be construed to relieve either party of liability for negligence.

IT.5 Sale of Other Materials. Forest Service reserves the right to sell from Contract Area during the period of this contract any materials or products not subject to its terms, but shall not permit removal, possession or use thereof which will materially interfere with Contractor's Operations. Contractor shall not be obligated to do any work made necessary by the action of others.

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.

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 **Western Red Cedar** 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.

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.

Additional CT Provisions

CT2.35 (OPTION 1) - LEAVE TREE MARKING - LEAVE DEAD STANDING (7/06). In cutting unit (s) **Harris Units 2 and 4; Maybeso Units 3 and 4; Naukati Units 2 and 4,** all live trees meeting minimum tree diameter specifications on **Division AT** are designated for cutting except where Leave Trees are individually marked by the Forest Service. Leave unmarked dead trees standing except where felling is necessary to comply with fire and safety precautionary measures. Do not cut Leave Trees marked with orange paint above and below the stump. The boundaries of areas where leave trees are marked are identified by orange paint. Do not cut designated boundary trees.

CT2.35 (OPTION 2) - CUT TREE MARKING - LEAVE UNMARKED DEAD STANDING (7/06). In cutting unit(s) **Harris River Units 1 and 5; Maybeso Units 1 and 2; Naukati Units 3 and 5**, blue paint marks above and below stump height designate individual trees (live and dead) to be cut. Leave unmarked dead trees standing except where felling is necessary to comply with fire and safety precautionary measures. The maps in the contract's drawings/maps attachment indicate units that are individually tree marked. Orange paint identifies the boundaries of areas where cut trees are marked. Do not cut designated boundary trees.

CT5.2 - FOREST SERVICE SPECIFICATIONS FOR TIMBER SALE ROADS (7/06). Applicable Special Project Specifications contained in STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS FP-03 CUSTOMARY UNITS are binding on the parties signing this contract and become part of this contract.

CT5.206 - TEMPORARY ROAD CONSTRUCTION (8/01). In addition to the requirements of BT5.1 and BT6.62, Purchaser and Forest Service will agree to the design, construction, maintenance, closure, and obliteration of all Temporary Roads.

Construction of Temporary Roads in sensitive areas as shown on the maps in in the contract's drawings/maps attachment shall be in accordance to the attached plans or criteria.

Rock for temporary Roads, landings, or other temporary uses shall be obtained from Forest Service designated or approved sources.

Temporary Road Plans and/or criteria are on pages N/A of the contract.

CT5.222 - MATERIALS DELIVERY (2/81). Unless otherwise specifically provided in this contract, all materials and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this contract, reference to any material, article, or patented process, by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the Purchaser may, at his option, use any equipment, material, article, or process, which, in the judgment of Contracting Officer, is equal to that named. When required by this contract, or when called for by Contracting Officer, Purchaser shall furnish Contracting Officer for approval full information concerning the material, or articles which he contemplates incorporating into the work. When so directed, samples shall be submitted for approval at the Purchaser's expense, with all shipping charges prepaid. Material and articles installed or used without required approval shall be at the risk of subsequent rejection.

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		T-803	T-813								
2060131	0.00	0.56	.56	P	P								

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To		T-803	T-831	T-834	T-835	T-836	T-838	T-839	T-841	T-845	
2024300				P	P	P	P	P	P	P	P		
2060130				"	"	"	"	"	"	"	"		
2060100				"	"	"	"	"	"	"	"		
2060000				"	"	"	"	"	"	"	"		
LTF												P	

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications									
	From	To											

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

SURFACE ROCK REPLACEMENT DEPOSITS CT5.32

Road	Termini		Surface Rock
	From	To	
N/A			

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

CT5.311 - FOREST SERVICE SPECIFICATIONS FOR MAINTENANCE OF ROADS IN TIMBER SALES (7/06). The specific road maintenance requirements (T–SPECIFICATIONS) listed in Special Contract Provision CT5.31 are contained in the attached titled FOREST SERVICE SPECIFICATIONS FOR MAINTENANCE OF ROADS IN TIMBER SALES. Special Project Specifications referenced within applicable T-Specifications can be found in the document "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS FP-03 CUSTOMARY UNITS. The above referenced specifications are binding on the parties signing this contract and become part of this contract.

CT6.343 - MAINTENANCE AND FUELING OPERATIONS, SITE REQUIREMENTS (8/01). All maintenance and fixed point fueling operations on National Forest lands shall require an impervious floor arrangement and containment system, with a drainage system that cycles all liquids through an oil\water separator. Both the fuel tanks and the area where actual fueling operations take place shall have impervious floor protection and containment. Also, all areas where maintenance\repair of equipment occurs shall have similar impervious protection. The intent of this provision is to reduce or prevent on site contamination from oil and fuel.

Purchaser shall submit a written plan to the Forest Service Representative for approval prior to any construction. Plan shall identify all materials and the design to be used. Purchaser shall comply with all applicable state and federal laws and regulations in design, construction, and operation of the fueling and maintenance sites.

This containment requirement does not relieve the Purchaser of cleanup responsibility for contamination caused by their operations.

As used in this provision, "Impervious" means impervious to petroleum products and distillates.

CT6.412 - STUMP HEIGHT (6/04). Notwithstanding the maximum stump height listed in Division AT the maximum stump height shall be no higher than 1/3 of the stump diameter with a minimum of 12 inches.

CT6.51 - STREAMCOURSE PROTECTION (6/04). Streamcourses which are subject to this provision include 3 categories:

a. Class I streams and Class II streams which flow directly into Class I streams.

b. Class II streams which do not flow directly into Class I streams, and Class III streams having characteristics of instability and sediment production.

c. Other Streams and V notches designated for soil and water quality protection.

Streamcourses that are in the categories of a, b, and c are designated by Forest Service, shown on the maps in the contract's drawings/maps attachment and marked on the ground in conjunction with marking of units and related roads.

Purchaser's operations shall be conducted according to Best Management Practices as shown in Forest Service Handbook 2509.22. The following measures shall be observed to protect Streamcourses.

a. Class I streams and Class II streams that flow directly into a Class I streams are marked with blue and white striped flagging and will be protected in the following manner:

- Timber harvest units shall not be within a minimum buffer zone of 100 feet (30 meters) on either side of Class I streams and Class II stream which flow directly into Class I streams.
- Prior to any operations within a buffer zone of 100 feet (30 meters), a Streamcourse Protection Plan will be developed for that buffer zone. This plan will specify which timber, if any, may be removed within the buffer zone and become Included Timber.
- Except as provided in CT6.42 or Streamcourse Protection Plan developed herein there will be no yarding corridors, tailholds, temporary road crossings or logging activity within the buffer designated on either side of Streamcourse.

b. Class II streams which do not flow directly into Class I streams, and Class III streams having chararcteristics of instability and sediment production are marked with orange and white striped flagging and will be protected in the following manner unless agreed otherwise in writing:

- Trees shall be felled in such a manner so that the direction of fall is away from Streamcourses. These trees may be wedged, jacked, lined, or otherwise pulled when necessary to meet this requirement. Unless the Forest Service provides a written waiver, felled trees that inadvertently enter or cross Streamcourses shall not be bucked or limbed until clear of Streamcourses unless limbing or bucking would reduce damage to the riparian vegetation or stream banks. Trees or products shall not be hauled or yarded across Streamcourses unless fully suspended. Debris in Streamcourses resulting from falling or yarding Included Timber shall be removed immediately to a stable location above high water mark. Existing natural stable debris shall be left undisturbed. The Forest Service may require individual felled, or portions of felled trees that have entered Streamcourses to be left unyarded. Trees or portions of trees to be left shall be clearly marked by the Forest Service prior to yarding.

c. Other Streams and V notches designated for soil and water quality protection are marked with green and white striped flagging and will be protected in the following manner unless agreed otherwise in writing:

- In so far as practical, trees shall be felled and yarded away from Streamcourses. The trees that cannot be felled away from Streamcourses shall be felled to bridge the stream providing these trees will be yarded during the same operating season. Trees felled to bridge Streamcourses shall be bucked, limbed, and topped clear of Streamcourse and its banks. Debris consisting of large unmerchantable pieces, root wads, or large accumulations of slash resulting from falling or yarding Included Timber, which restrict natural water flow, adversely affect water quality or have potential for debris flow, shall be removed to a stable location above high water mark before the yarder leaves the unit or upon completion of seasonal logging activities in the unit, whichever comes first.

In addition, the following measures shall be observed to protect Streamcourses, unless otherwise agreed in writing:

- Purchaser's operations shall be conducted to prevent debris from entering Streamcourses, except as authorized under this provision. When removing debris Purchaser shall remove such debris in an agreed manner that will cause the least disturbance to Streamcourses.
- Culverts or bridges shall be required on Temporary Roads at all points where it is necessary to cross Streamcourses. Such facilities shall be of sufficient size and design and installed in a manner to provide unobstructed flow of water and to minimize damage to Streamcourses.
- Wheeled or track-laying equipment shall not be operated in Streamcourses unless approved by Forest Service except at crossing designated by Forest Service, or as essential to construction or removal of culverts and bridges.
- Flow in Streamcourses may be temporarily diverted only if such diversion is necessary for Purchaser's planned construction and Forest Service gives written authorization. Such flow shall be restored to natural course as soon as practicable and in any event prior to a major storm runoff period or runoff season

CT6.6 - EROSION CONTROL REVEGETATION (7/06). Purchaser shall revegetate areas bared by Purchaser's Operations (cut and fill slopes, waste and spoil areas susceptible to erosion on or along roads and skid trails constructed or used by Purchaser) by seeding or planting with grass, shrubs or trees as designated by Forest Service. Work may include fertilizing and mulching.

Purchaser shall not use seed containing any noxious weed seed in excess of established state limitations as listed in the current "State Noxious Weed Requirements Recognized in the Administration of the Federal Seed Act" ("all states" noxious weed seed list). Purchaser shall furnish seed separately or in mixture in standard containers marked with: (1) seed name; (2) lot number; (3) net weight; (4) percentages of purity and of germination; (5) percentage of weed seed content; and (6) certification that no noxious weed seeds in excess of established state standards are present.

Purchaser shall furnish a certificate, signed by a Registered Seed Technologist or Seed Analyst (certified through the Association of Official Seed Analysis or the Society of Commercial Seed Technologists), certifying each seed lot tested within 12 months before application date. This certificate shall include (1) name and address of laboratory, (2) date of test, (3) lot number for each kind of seed, (4) name of seed, (5) percentage of germination, (6) percentage of purity, (7) percentage of weed seed content, and (8) certification that no noxious weed seeds in excess of established state limitations are present in any kind of seed.

Seed mixture shall contain no more than 0.01% other seed, whether identified or not. If either Boreal red fescue or Arctared fescue are unavailable, Purchaser may substitute Fawn Tall fescue. If Fawn Tall Fescue unavailable, Purchaser may adjust the amounts of Annual ryegrass and Boreal red fescue or Arctared fescue to total 100%.

Purchaser shall not apply seed without prior written approval by the Forest Service.

Seed mixture applied at 25 lbs/acre between **April 15** and **September 15):**

- 40% Annual ryegrass (*Lolium perenne* ssp. *multiflorum* (Lam.) Husnot)
- 40% Boreal red fescue (*Festuca rubra*, Boreal variety)
- 20% Arctared fescue (*Festuca rubra*, Arctared variety)

Fertilizer applied at 300 lbs/acre:

- 10-20-10 (10% Nitrogen, 20% Phosphorus, and 10% Potassium): 200 lbs/acre
- 46-0-0 (Nitrogen Urea): 100 lbs/acre

CT6.63 - TEMPORARY ROADS (1/02). Timber authorized for cutting for construction clearing for Temporary Roads is designated as 5 feet (1.5 meters) beyond the top of cut slope and 5 feet (1.5 meters) below the toe of the fill slope measured on slope distance.

Unless otherwise agreed in writing and staked on-the-ground by Forest Service, road fill placed by Purchaser shall not cover, encroach on, or alter permanent or intermittent waterways.

Purchaser shall install culverts in or bridge all permanent or intermittent water channels. Metal culverts shall be 18 inches (450 millimeters) minimum diameter. Wood or log culverts shall be 24 inches (600 millimeters) minimum end size. Unless waived, culvert or bridge spans in excess of five feet shall be installed to have a minimum 5-foot (1.5 meters) vertical clearance above high water. All wooden log culverts will be covered with a woven or polypropylene fabric blanket prior to depositing embankment material.

Bridge approach fill placed within five feet of high water line shall be rock riprap. When embankment material is used for decking on native log bridges, side logs, wood chinking, and a woven or polypropylene fabric blanket shall be installed prior to depositing embankment materials.

CT6.71 - SLASH DISPOSAL ON RIGHTS-OF-WAY (8/01). Purchaser shall remove from road surfaces, cut banks, and drainage ditches all slash (limbs, stumps, tops, cull logs and other debris) resulting from Purchaser's Operation. Existing debris shall be considered slash under this contract, where disposal of such debris is necessary to adequately treat sale generated slash. All such materials shall be moved to a place and disposed of as designated by the Forest Service.

CT6.8 - MEASURING (6/04). The estimated quantity of timber in AT2 was determined by tree measurement in advance of advertisement. The quantity of any timber subsequently designated by the Forest Service as Included Timber shall be determined by tree measurement procedures described in FSH 2409.12, Timber Cruising Handbook, or scaled by National Forest Log Scaling procedures , or a combination of the two methods.

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.

CT6.84 - ACCOUNTABILITY (6/07). Purchaser agrees to a log accountability plan, jointly prepared, and approved by the Contracting Officer. Purchaser also agrees to provide Forest Service with the location of log manufacture and permits Forest Service access to those facilities.

(a) Purchaser shall plainly mark or otherwise identify products prior to transporting from the harvest unit.

(b) Purchaser shall obtain load and/or raft/barge removal permits or receipts furnished by Forest Service and provide other records required by Forest Service to account for logs in transit and storage.

(c) Purchaser shall assign a competent individual at the log transfer facility to: (1) attach numbered tags to each bundle or individual log as described in the approved log accountability plan; (2) complete bundle registers; and (3) issue raft or barge receipts for products removed from Sale Area. Prior to each shipment, Purchaser shall furnish the Forest Service with a completed 2400-21 Raft/Barge receipt, which identifies the location to which logs will be shipped.

(d) Purchaser shall attach numbered log tags to each log to be shipped outside of Alaska, and provide the Forest Service with acceptable scale certificates, by log tag, for all logs prior to shipment.

(e) The Purchaser must give the Forest Service 48 hours prior notice before towing any raft/barge from its place of loading.

(f) When products are in transit by water, the tow boat captain shall keep a copy of the permit/receipt in their possession and show it upon request or display it as evidence of authority to move products.

(g) Log rafts/barges shall be identified with two legible weatherproof signboards. One will be attached to each end of the raft/barge.

(h) Raft/barge signboards will be a minimum of 16" x 16" and will display the last 4 digits of the raft/barge receipt number, the Sale Name and Contract Number.

(i) Raft/barge receipt numbers will be a minimum of 4" in height and will be placed at the top center of the raft/barge signboard.

(j) If requested by the Forest Service, purchaser agrees to provide Forest Service, at monthly intervals, statements showing the identification and location of logs in storage or in transit and log rafts/barges which have been consumed during this period.

CT6.9 - RECORDS (09/05). Upon request by the contracting officer, Purchaser shall provide quarterly product sales information and terms of product sales applicable to appraising timber obtained from Federal sources in the Alaska Region. Product sales information shall include revenues by species-product and volumes of species-product from all sources and ownerships. Quarterly sales data is defined by the date of forest products sales in a calendar quarter.

Annual and quarterly sales and cost collection data must also include all sources and ownerships.

In addition to the requirements of CT6.84, Purchaser agrees to record the cutting unit number on all load receipts and on stubs (inside ticket book). Purchaser will store all returned load receipts for two years or until the Regional Office cost collection team has reviewed and recorded all necessary information from the load receipts.

CT7.1 - PLANS (7/06). The plan shall state how Purchaser's representative or alternates will be contacted in a fire emergency, both while operating and at other times such as evenings or weekends.

CT7.2 - FIRE PRECAUTIONS (7/06). Specific fire precautionary measures that are required per the terms of BT7.2 - Fire Precautions are as follows: CT7.2a, CT7.2b, CT7.2c, CT7.2d, CT7.2e, CT7.2f, CT7.2g, CT7.2i, h, j, n.

CT7.2a - SMOKING AND LUNCH FIRE RESTRICTIONS (7/06). In Purchaser's operations, Purchaser shall prohibit smoking and building of any fires except at established camps and other safe locations. Smoking and fires shall be permitted at such locations only at the option of Purchaser.

CT7.22 - EMERGENCY FIRE PRECAUTIONS (7/06). Purchaser shall restrict operations in accordance with the Emergency Fire Precautions Schedule.

Purchaser shall obtain the predicted Fire Precautions Class from the appropriate Forest Supervisor Office. If predictions made after 1800 local time are significantly different than originally estimated, Forest Service will inform Purchaser when changes in restrictions or fire precautions are indicated.

Emergency Fire Precautions Schedule

Forest Service may change the fire danger values to other essentially equivalent values, when the Fire Danger Rating System is revised. In this event a new Emergency Fire Precaution Schedule will be prepared. When sent to Purchaser it will supersede the Schedule here.

Fire Precaution Class	*Fire Precautions*
M.A.C. I & M.A.C. II	Normal fire precautions only. Spark arresters installed, 100 gal. (370 liters) water and 4 large buckets at each yarder. Where required, 300 gal. (1,100 liters) tank truck filled with water at site if currently logging. Necessary fire equipment at each side or on equipment. Ground around yarders cleared. Communications available.
M.A.C. III	All prior fire precautions required. No warming or lunch fires permitted. Power saw operators required to carry fire extinguishers. Smoking materials permitted only in designated areas. Clear 10 feet (3 meters) radius around tail blocks. One 5 gal. (19 liters) backpack pump with water, a shovel and pulaski at each corner or tail block. On third consecutive day of M.A.C. III Forest Service may suspend felling, cable yarding system*, blasting, welding, and metal cutting operations from 1200 (12 p.m. until 1800 (6 p.m.). Other operations such as loading, hauling and road construction, including use of power saws at loading sites, are permitted. Fireman services required for this and all higher classes.
M.A.C. IV	All prior fire precautions required. Shutdown all power saws, cable yarding systems*, blasting, welding and metal cutting operations, helicopter yarding system, tractor operations, and loading from 1200 (12 p.m.) until 2000 (8 p.m.) local time. Loading outside of slash or high hazard areas, use of power saws at loading sites, hauling, road earthwork, watering, grading, ground surfacing, rock crushing, and road maintenance may continue with Forest Service permission.
M.A.C. V	Shutdown all operations. Watering and grading may continue with Forest Service permission. Logging and road construction areas patrolled from 1200 (12 p.m.) until 2000 (8 p.m.) local time.

*Cable yarding systems are defined as those systems using corner blocks, and/or having ground line friction points.

CT7.2b - FIRE TOOLS (7/06). Purchaser shall furnish fire tools to equip all of the men/women employed in Purchaser's operations at each separate work site. Tools shall be in serviceable condition and kept in one or more weather tight fire toolboxes. Fire toolboxes shall be painted red, marked "Tools for Fire Only" with letters at least 3 inches (7.5 centimeters) high, and kept sealed. A list of the contents shall be posted inside each fire toolbox so it is visible when opened. Sharpened edges of tools shall be protected from rusting in a manner acceptable to Forest Service.

Fire toolboxes shall contain numbers and kinds of tools as follows:

Kind of Tool	Number of Men/Women Working in Area			
	1-4	5-9	10-15	16-20
Axe, d.b., chopping, 32" (800mm) min. handle	1	1	2	3
Shovels, L.H., R.P. #0 or larger	1	3	6	7
Pulaski, 32" (80cm) min. handle	2	3	7	10
File, 10" (25cm) mil bastard	1	1	1	2
Pumps, backpack cans, 5 gal. (19 liters) filled with water	1	2	2	3

Backpack cans shall be located inside or immediately adjacent to the tool box in a safe, readily available area.

Fire tool boxes shall be placed at the following locations:

a. Each operating landing or site.

b. Each operating road construction job unless finish grading or surfacing is the only road work in progress and sufficient fire tools are available on equipment for use by all construction personnel.

c. For helicopter logging, tool boxes, including the backpack pump at the landing, will have a sling arrangement for immediate transportation to the vicinity of any fire within Sale Area.

A minimum of 100 gallons (370 liters) of water and four large buckets shall be provided at each landing where a stationary yarder is operated.

CT7.2c - SPARK ARRESTERS AND MUFFLERS (7/06). Each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA - Forest Service, Standard 5100-1, unless it is:

a. Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.

b. A multi-position engine, such as on chainsaws, which is equipped with a screen arrester, as described in Forest Service Spark Arrester Guide. A spark arrester, which does not meet the requirements in this Guide, may be approved upon submission of acceptable proof that the arrester is at least 80 percent efficient in retention, attrition or destruction of carbon particles. Such arrester may be required to meet higher standards as improvements in design and efficiency are discovered.

c. A passenger-carrying vehicle or light truck intended primarily for use on roads, and equipped with a factory designed muffler and exhaust system.

d. A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this subsection, including spark arresters and mufflers, shall be properly installed and consequently maintained in serviceable condition.

CT7.2d - FIRE EXTINGUISHERS AND EQUIPMENT OF TRUCKS, TRACTORS, AND POWER SAWS (7/06). Each internal combustion loader, yarder, grader, truck, and tractor, shall be provided with chemical fire extinguishers meeting one of the following specifications:

1 each 2-1/2 pound (1 kilograms) size or larger extinguisher of dry chemical type, or 1 each 4 pound (1.8 kilograms) size or larger extinguisher of the carbon dioxide type.

Purchaser shall test or check each extinguisher for proper functioning prior to the beginning of Fire Precautionary Period. Each grader, truck and tractor shall be provided with one serviceable round-pointed shovel. Extinguishers and shovels shall be so mounted as to be readily available.

Each gasoline power saw shall be provided with 1 chemical-pressurized fire extinguisher of not less than 8-ounce (0.23 kilograms) capacity by weight. The extinguisher shall be maintained in good working order at all times.

During periods of critical fire danger, additional precautionary measures, such as a round-pointed shovel, may be required when such saws are used. Any fueling of a power saw shall be done in an area which has first been cleared of material which will carry fire; such power saw shall be moved at least 10 feet (3 meters) from the place of fueling before starting.

One refill for each type or one extra extinguisher sufficient to replace each size extinguisher except for those on a helicopter shall be safely stored in the fire tool box or other agreed upon place on Sale Area that is protected and readily available.

At each area where helicopters are being serviced or supplied, a carbon dioxide fire extinguisher with a UL rating of at least 10 B.C. will be provided on the site and placed where they are available for immediate use.

CT7.2e - FIREPERSONS (7/06). Purchaser will designate a fireperson who shall perform the services listed below on Sale Area and vicinity. The person will be physically capable, alert, and have adequate experience and training necessary to perform the duties assigned. The fireperson will be capable of operating Purchaser's fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of Purchaser's men on forest fires. The fireperson will be provided adequate transportation and fire fighting equipment. When communications are required on operating sides, and such system consists of telephone, radios or radio telephones, the fireperson shall be provided with such communications.

With the exception of work in item (b) below, fireperson services described shall be for at least three hours or until 8:00 p.m., whichever is later, from the time falling, logging, construction, or welding equipment is shut down. For the purpose of this provision, personnel and service vehicles are excluded as equipment.

Fireperson services shall consist of moving throughout the operation area or areas with fireperson constantly on the lookout for fires and taking suppression action on any fires detected. In helicopter operations, the fireperson, where possible, shall observe inaccessible portions of the operating area from vantage points within or adjacent to Sale Area.

Purchaser shall furnish fireperson services as stipulated below. Purchaser shall obtain the predicted Precautionary Class from the appropriate Forest Supervisor Headquarters.

On the third consecutive day of M.A.C. III or at other times as the Forest Supervisor requires:

(a) Provide fireperson services to both tractor and cable yarding and loading operation areas, and to power saw operations, including right-of-way clearing.

(b) After each cable road line change, the fireperson, or an employee in conjunction with his regular duties, shall check line locations and report friction points to logging supervisor or foremen. Such supervisor or foremen shall take action as is reasonably necessary to prevent fires at these points.

(c) Provide fireperson services to road construction, road maintenance, and rock pit operation areas, truck hauling routes through Sale Area, and other areas where Purchaser's men have worked on or with power-driven equipment.

If vehicle travel time with available transportation exceeds ten minutes from any area requiring fireperson services to any other area requiring such service, Forest Service may require a second fireperson.

Forest Service may, by written notice to Purchaser, revise the numerical Fire Precautions Class Values to other numerical, but essentially equivalent values upon revision of Forest Fire-Danger Rating System.

CT7.2f - BURNING OF REFUSE (7/06). No camp refuse, or brush, slash or debris such as that resulting from clearing around camps or on rights-of-way, shall be burned without the written approval of Forest Service.

CT7.2g - POWERED PORTABLE PUMP (7/06). Purchaser shall furnish portable power pump equipped with at least 1,500 feet (450 meters) of serviceable 1-1/2 inch (40 millimeters) hose rated at 300 lbs. (2,070 Kilopascals) pressure. Forest Service shall approve hose as serviceable and may require sample tests if hose appears to be unserviceable. A nozzle with 1/4 inch (6.35 millimeters), 5/16 inch (8 millimeters), and 3/8 inch (9.5 millimeters) tips shall be provided. The pump shall develop pressure sufficient to discharge 20.5 gallons (75 liters) per minute through a 50 foot (15 meters) length of 1-1/2 inch (40 millimeters) rubber-lined hose using a 1/4 inch (6.35 millimeters) nozzle tip, at pump level. For helicopter logging, the portable pump will be equipped with a sling arrangement, which allows for immediate transport to the sale area.

List of necessary accessories which are required to be with the pump are as follows:

- Sufficient fuel to operate pump 8 hours.
- 8 feet (2.5 meters) (approx.) suction hose with strainer suitable to
- fit pump intake.
- 1 Gun, grease, if pump is the type that requires periodic greasing.
- The grease gun will be filled with grease.
- 1 Pliers, 6" (150 millimeters) slip joint.

- 2 Quarts (2 liters) oil, crankcase, if engine is type that requires
- crankcase oil.
- 2 Rope starters.
- Sufficient extra spark plugs to replace all spark plugs in the engine.
- 12 washers for each size hose supplied.
- 1 Screwdriver, 4" (100 millimeters).
- 1 tank and hose line (gas).
- 1 Valve, check 1-1/2" (40 millimeters).
- Wrench, Crescent, 10" (250 millimeters).
- 1 or more Wrench, spanner, 1-1/2" (40 millimeters) and other sizes
- suitable to fit hoses supplied with pump.
- 1 valve, Siamese, 1-1/2" (40 millimeters).

These accessories should be stored in the pump box or other suitable container near the pump. A list of contents shall be posted inside the box so as to be visible when the box is open.

Pump(s) with accessories will be located at a place mutually agreed upon by Purchaser and Forest Service.

CT7.2h - TANK TRUCK (7/06). Purchaser shall provide a truck or trailer equipped with a water tank containing not less than 300 gallons (1,100 liters) of water. The pump may be a portable power pump or a suitable power takeoff pump. If the pump is of the gear type, a by-pass or pressure relief valve shall be provided. The pump shall develop pressure sufficient to discharge 20.5 gallons (75 liters) per minute through a 50 foot (15 meters) length of 1 inch (25 millimeters) or 1-1/2 inch (40 millimeters) rubber-lined hose, using a 1/4 inch (6.35 millimeters) nozzle tip at pump level. The tank truck or trailer shall be equipped with a live reel containing from 250 feet (75 meters) to 300 feet (100 meters) of 1 inch (25 millimeters) fabric-jacketed rubber-lined hose. The hose shall be charged with water and then wound on the reel so that it is "alive". While full 1 inch (25 millimeters) FJRL hose is preferred because of lesser friction loss, 1 inch (25 millimeters) hard rubber hose will be acceptable on the live reel provided the inside diameter of the hose is not less than 3/4 inch (20 millimeters).

In addition to the hose on the live reel, 250 feet (75 meters) of 1 inch (25 millimeters) FJRL hose shall be carried on the tank truck or trailer. The necessary fittings to connect at least 500 feet (150 meters) of hose together shall be provided. The nozzle shall be of a shut-off type. It shall have a capability of projecting a 1/4 inch (6.35 millimeters) stream or its equivalent in water output and distance. It shall also contain a spray pattern orifice.

A water supply sufficient for rapidly filling the tank shall be provided where practicable at one or more accessible points along or adjacent to the truck roads.

List of necessary accessories which are required to be with the tank truck or trailer is as follows:

- Sufficient fuel to operate pump for 8 hours.
- 1 reducer, 1-1/2" (40 millimeters) and 1" (25 millimeters) if both 1-1/2" (40 millimeters) and 1" (25 millimeters) hoses are supplied on the sale. The reducer shall be suited for joining the two sizes of hose.
- 1 or more wrench, spanner, suitable to fit hose supplied.
- 1 suction screen suitable to fit suction hose.
- 24 feet (7 meters) (approx.) suction hose suitable to fit pump intake.
- 12 washers for each size hose supplied on the sale.

The following accessories are required if the pump is operated by a separate engine:

- Sufficient extra spark plugs to replace all spark plugs in the engine.
- 1 wrench, crescent, 10" (250 millimeters).
- 1 wrench, spark plug, unless the crescent wrench is suitable for use on the spark plugs.
- 1 pliers, 6" (150 millimeters), slip joint.
- 2 quarts (2 liters) oil, crankcase, if engine is the type that requires crankcase oil.

- 1 screwdriver, 4" (100 millimeters).
- 2 rope starters, if engine is started with a rope.
- 1 gun, grease, if the pump is the type that requires periodic greasing.
- The grease gun will be filled with grease.

These accessories shall be stored on or near the pump in a suitable compartment or box. A list of contents should be posted inside the compartment or box so as to be visible when the storage place is open.

The tank truck or trailer with accessories shall be placed at a readily available location as close as possible to logging equipment.

The following safety items are required with tank truck or trailer:

- Rearview mirror
- Parking brake
- Foot brake
- Muffler
- ** Spare tire w/lug wrench and jack
- * Safety chains (trailers only)
- Flares, 1 set of 3 (if vehicle used ½ hour after sunset to ½ hour before sunrise)
- Headlights
- **Taillights
- ** Stop lights
- *Reflectors (Rear-2 red; Side Rear-2 red)All tires must have a tread of at least 1/4 inch (6.35 millimeters) deep.

*Required on Trailers.
** The lug wrench and jack with the truck type vehicle for pulling trailers will suffice if of adequate size.

Muffler and exhaust system and properly mounted shovel, and extinguisher are required as for other internal combustion engine operated machines.

In the event a water trailer is used, the truck-type vehicle for pulling trailer must meet the same requirements as the tank truck. In addition, the vehicle must be attached to the trailer on the third consecutive day of M.A.C. III or at other such time as the Forest Supervisor requires, including the fireman services.

CT7.2i - COMMUNICATIONS (7/06). Unless relieved in writing by Forest Service, purchaser shall provide and maintain, in serviceable condition, a satisfactory radio or telephone system with a commercial network, during the Fire Precautionary Period. Purchaser will maintain a standby schedule as set forth in Plan under CT7.l.

CT7.2j - CLEARING - LANDINGS (7/06). The ground shall be cleared of all material which would readily ignite and cause fire to spread for a radius of 50 feet (15 meters) around each stationary internal combustion yarding or loading engine in advance of setting up and shall be kept reasonably clear of accumulations of such material during operations.

A stationary internal combustion engine is defined as any such engine, which is operated in one place for more than two consecutive days.

CT7.2n - AMOUNT OF PORTABLE PUMPS AND/OR TANKERS (7/06). Purchaser shall provide the following number of portable pumps or tank trucks which meet the criteria listed in CT7.2g and CT7.2h:

Equipment	Sale Size	Number of Operating Sides/Landings
		1 2 3 4 5 6 7 8 9 10
Portable Gasoline Power Pumps	9.9 MMBF (20,216 CCF) or less	2 2 2 2 3 3 3 3 3 3
Portable Gasoline Power Pumps	10 MMBF (20,420 CCF) or larger	1 1 1 1 2 2 3 3 4 4
Tank Trucks or Trailers		1 1 1 1 1 1 1 1 2 2

Purchaser at his option may provide a combination of portable gasoline power pumps and/or tank trucks or trailers which meet the above minimum combination provided that on sales of less than 10 MMBF (20,420 CCF) there are at least two portable gasoline powered pumps and on sales greater than 10 MMBF (20,420 CCF) there is a minimum of 1 portable gasoline power pump and 1 tank truck.

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.

CT8.661 - INTERSTATE SHIPMENT OF UNPROCESSED TIMBER (6/07). Under the conditions listed below, the Regional Forester has approved limited shipment of unprocessed timber to the contiguous 48 States. Exceptions to these conditions require Regional Forester approval.

1. Purchaser may ship the following:
   a. Spruce and hemlock sawlogs equal to or less than 14 inches scaling diameter and not longer than 40 feet scaling length, and all spruce and hemlock grade #3 and #4 sawlogs. These logs were appraised for shipment to the contiguous 48 States for processing.
   b. All utility grade logs.

2. Purchaser will not receive a rate adjustment for processing any of the above spruce or hemlock logs within Alaska.

3. The total volume of all unprocessed sawlogs from this timber sale that may be shipped from Alaska, including Western Red Cedar and Alaska Cedar, is 600 MBF.

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ATTACHMENT 4
FOREST SERVICE SPECIFICATIONS FOR MAINTENANCE OF ROADS IN TIMBER SALES

In accordance with Special Provision CT5.311 - Forest Service Specification for Maintenance of Roads in Timber Sales this attachment contains a copy of each Road Maintenance Specification, **as indicated by an X**, that was referred to in Special Provision CT5.31 - Road Maintenance Requirements. Specifications are applicable to:

		National Forest	Tongass
		Ranger District	Craig/Thorne Bay
		Sale Name	POW Commercial Thinning Study
INCLUDE SPEC.	SPEC. NUMBER	SPECIFICATION TITLE	EFFECTIVE DATE
X	T-803	Snow Removal	04/02
	T-811	Blading	04/02
	T-812	Dust Abatement	04/02
	T-813	Surfacing	04/02
X	T-831	Ditch Maintenance	04/02
	T-832	Remove and End Haul Materials	04/02
X	T-834	Drainage Structure Maintenance	04/02
X	T-835	Post Haul Roadway Drainage Structure Maintenance	04/02
X	T-836	Maintenance for Limited Use	04/02
X	T-838	Maintenance for High Clearance Vehicle Use	04/02
X	T-839	Maintenance for Project Use	04/02
	T-840	Special Maintenance Requirements	04/02
X	T-841	Vegetation Establishment	04/02
	T-842	Cutting Roadway Vegetation	04/02
X	T-845	LTF Operations, Maintenance, and Monitoring	04/02
	T-851	Logging Out	04/02
	T-858	Bridge Wearing Surface Maintenance	04/02
	T-891	Water Supply and Watering	04/02

T-803 SNOW REMOVAL (04/02)

803.01 Description
This Section provides for removal of snow from roads to facilitate logging operations and safe use.

803.02 Maintenance Requirements
A. The Purchaser Traffic Control Plan per the term of B(T)6.33–Safety will be amended as needed for snow removal operations under B(9)(a) or (b) below.
B. If Purchaser elects to remove snow, meet the following requirements:
(1) Erect signs required by the amended Purchaser Traffic Control Plan per the term of B(T)6.33—Safety.
(2) Perform work in a manner to preserve and protect roads and appurtenances, and to prevent erosion damage to roads, streams, and other Forest values.
(3) Do not undercut banks or blade gravel or other surfacing material off the road.
(4) Keep roadbed drainage ditches, drain dips, and culverts functional when needed during operations and upon completion of operations.
(5) Control snow removal to identify the usable traveled way having roadbed support. Reshape over-width plowing as necessary to define the usable width.
(6) Space, construct, and maintain drainage holes in the dike of snow or berm caused by snow removal operations. Place drain holes to obtain surface drainage without discharging on erodible fills.

(7) Close roads to wheeled vehicles at times and in the manner specified in C(T)5.12 or the Road Rules document.

(8) Upon seasonal completion of Purchaser's Operations, effectively block the road by a snow barricade, unless otherwise agreed.

(9) Remove snow for either public access or project use as established in C(T)5.31 - Road Maintenance Requirements and meet the following requirements:

(a) Removal for Public Access (Method JU) - Remove snow from all of the traveled way, including turnouts, for safe and efficient use for both timber transportation and the public. Remove intruding windfalls, debris, or slough and slide material for the full width of the traveled way and deposit out of drainages at agreed upon locations.

(b) Removal for Project Use (Method TS) - Remove snow from all or part of the traveled way, including sufficient turnouts for safe and efficient use for timber transportation and to protect the road. Remove intruding windfalls, debris or slough and slide material and dispose of only as necessary to provide passage for timber transportation. Removed materials may be deposited off the traveled way or outside the traveled way at agreed upon locations.

(10) Upon notice replace in kind, within sixty (60) days after the start of Normal Operating Season, any surfacing material which has been bladed off the road, unless otherwiseagreed. Forest Service will notify Purchaser in writing as to the cubic meter equivalent of bladed off material by the start of the normal operating season.

803.03 Equipment

Purchaser may use any type of equipment to remove snow, providing:

A. Type or use of equipment is not restricted in C(T)5.12 or Road Rules document.

B. Equipment is of the size and type commonly used to remove snow and will not cause damage to the road.

C. The use of plows or dozers to remove snow requires written Forest Service approval. Equip plows or dozers with shoes or runners to keep the dozer blade a minimum of 50 mm above the road surface unless agreed otherwise.

803.04 Ice Control

Ice control may be performed by Purchaser when approved by Forest Service in writing. Such approval will include ice control materials, application rates, and any specific requirements of use.

T-831 DITCH MAINTENANCE (04/02)

831.01 Description

This Section provides for routine maintenance of various types of ditches to provide a waterway which is unobstructed, as shown on the road listing or marked on the ground.

831.02 Maintenance Requirements

A. Mechanical maintenance of ditches by removing rock, soil, wood, and other materials. Upon completion the maintained ditch shall be of the same character as abutting segments that were not required to be maintained.

B. Undercutting back slopes by blade or bucket during removal operations is not permitted. Maintain a stable slope.

C. Suitable material up to 100 mm in greatest dimension removed from the ditches may be blended into existing native road surface and shoulder.

D. Do not blend material from ditch cleaning operations into aggregate surfaced roads. Do not blade material across aggregate or bituminous surfaced roads, unless approved in writing by the Government.

E. Haul material in excess of 831.02 D or subject to 831.02 E to a designated waste area under Section T-832. Remove excess materials temporarily stored on the ditch slope or edge of the shoulder daily.

F. Remove limbs and wood chunks in excess of 300 mm in length or 75 mm in diameter from ditches and place outside the roadway.

G. Clean paved surfaces of all materials resulting from ditch maintenance work.

H. Shape lead-off ditches to drain away from the traveled way.
I. Minimize disturbance, require seeding where disturbed.
J. Use appropriate equipment for task.

T-834 DRAINAGE STRUCTURE MAINTENANCE (04/02)

834.01 Description
This work consists of cleaning and reconditioning culverts and other drainage structure maintenance.

834.02 Materials
A. Materials will be Government-furnished when stated in SPECIAL PROJECT SPECIFICATIONS. Materials shall be obtained from sources SHOWN ON THE DRAWINGS or DESIGNATED on the ground.
B. Materials furnished by the Purchaser shall conform to the gradation requirements shown in the SPECIAL PROJECT SPECIFICATIONS and the quality requirements of Section 703 and 705 of the Forest Service Specifications for Construction of Roads and Bridges, 1996.

834.03 General Maintenance Requirements Applicable to All Drainage Structures
A. Clean drainage structures, inlet structures, culverts, catch basins, and outlet channels specified in the SPECIAL PROJECT SPECIFICATIONS. Clean catch basins by removing the material within the area SHOWN ON THE DRAWINGS.
B. Clean the transition from the ditch line to the catch basin a distance of 3 meters from the catch basin. Clean outlet channels and lead-off ditches a distance of 3 meters. Remove and place debris and vegetation so as to not enter the channel or ditch, or obstruct traffic. Haul debris and vegetation to a designated disposal area in accordance with Section T-832.
C. Hydraulic flushing of drainage structures is not allowed if runoff will reach a live stream.
D. Cleaning and reconditioning are limited to the first 1 meter of inlet and outlet, determined along the top of the structure. Recondition culvert inlet and outlet by field methods such as jacking out or cutting away damaged metal which obstructs flow. Treat cut edges with a zinc rich coating, complying with subsection 707.15 of Forest Service Standard Specifications for Construction of Roads and Bridges.

834.04 Additional Maintenance Requirements Applicable to Drainage Structures Designated to Pass Fish
A. Drainage structures on streams identified on the the maps in the contract's drawings/maps attachment, in the SPECIAL PROJECT SPECIFICATIONS, or THE DRAWINGS as "Class 1", "Class 2", "Fish Stream" are designated to pass fish. Drainage structures signed with a fish symbol are also designated to pass fish.
B. Restore and maintain conditions of inlets, outlets, pools, and weirs to maintain function of the drainage structure to provide fish passage through normal waterway flows for conditions listed in the SPECIAL PROJECT SPECIFICATIONS.
C. Outlets of designated fish culverts that are no longer bedded because of scour will be brought up to grade as specified in the SPECIAL PROJECT SPECIFICATIONS. Blend outlet channel with natural streambed as SHOWN ON THE DRAWINGS.

T-835 POST HAUL ROADWAY DRAINAGE STRUCTURE MAINTENANCE (04/02)

835.01 Description
This work consists of providing post haul drainage on designated roads that have been physically closed to traffic.

835.02 Maintenance Requirements

A. Drainage
1. Upon completion of work, shape the roadway to provide for the removal of surface water. The roadway need not be passable to vehicles. Repair and reinstall waterbars, barriers or berms existing

prior to the Purchaser's operation. Areas where water is ponded by existing centerline profile sags in through cuts may be left untreated.

2. Continuous blade shaping of the roadbed is not required under this specification.

3. Work to be done at staked locations shall be as indicated on the stake and/or stated in SPECIAL PROJECT SPECIFICATIONS:

4. Any of the following methods are acceptable for use at eroded or rutted locations:

(a) Method A: Outsloping the roadbed at not less than 40 mm per meter.

(b) Method B: Insloping the roadbed at not less than 40 mm per meter of width where there is a ditch present.

(c) Method C: Crown the roadbed at not less that 40 mm per meter of width where ditch is present or on fill sections.

5. Water bar all closed roads. Water bar roadbed at locations staked on the ground and construct as SHOWN ON THE DRAWINGS or as included in SPECIAL PROJECT SPECIFICATIONS.

6. Drainage structures located in through fills and natural watercourses shall be fully functional without obstructions, including inlet and outlet channel within 6 meters of the structure.

7. Either clean culverts and other fabricated structures to provide drainage from road ditches and make the ditch functional or provide waterbar(s) across the roadbed. Removed structures shall become Purchaser's property to be removed from Government land. Remove and replace any purchaser-installed temporary drainage structures with a water bar.

B. Slides, Slumps and Slough

1. Slides and slough may be left in place, provided they do not potentially impound water or divert water from watercourses. As necessary, reshape the various surfaces to provide drainage.

2. Provide drainage to effectively decrease or eliminate the entry of surface water into slides, slumps, and roadbed surface cracks. Place berms, waterbars or ditches as needed to intercept and remove runoff water from the roadbed.

C. Closure Devices

Upon completion of work, replace closure devices to effectively eliminate access by motorized vehicles having four (4) wheels and a width in excess of 1.3 m.

D. Seeding

Seed and fertilize all disturbed areas in accordance with requirements set forth in Section T-841.

T-836 - MAINTENANCE FOR LIMITED USE (04/02)

836.01 Description

This work consists of making limited use roads passable for joint use by Purchaser and high clearance vehicles, and providing drainage from the traveled way and roadbed.

836.02 Maintenance Requirements

A. Traveled Way. Purchaser may smooth or fill existing cross ditches and waterbars and by agreement modify existing road junctions to enable vehicle access. Prior to beginning haul and resumption of haul after an extended stoppage:

1. Remove brush, fallen trees, rocks, and other debris from traveled way, including turnouts, turnarounds, and other locations that interfere with needed maintenance as follows:

a. No object extending over 100 mm above the road surface shall remain within the 3.6 m usable traveled way and 3 m turnout widths. Center the usable width on the roadbed or position away from the fill slope.

b. Cut and remove standing or down trees, logs, brush, and limbs from within the area described in 1 (a) above. Remove encroaching limbs to a height of 4.2 m above the traveled way surface. Scatter material not meeting utilization standards outside and below the roadbed on the fill side. Limb and remove timber which meets utilization standards or deck at agreed locations.

c. Place all removed materials away from drainages.

d. During use, maintain drainage structures, including dips, ditches and culverts in a useable condition.

2. Clean and recondition drainage facilities in accordance with: Section T-831 and T-834.

B. Slough and Slides

1. Slough and slides may be left in place, provided surface drainage is provided and at least 3.6 m of width is available for vehicle passage.

2. Purchaser may reposition or ramp over slides and slough when the traveled way is less than 3.6 m providing the material is capable of supporting vehicles. Limit outslope to no more than six percent.

3. Reposition slough or slide materials on the roadbed which are not capable of supporting a vehicle to provide the 3.6 m width. When directed by Forest Service, slough or slide material will be removed under Section T-832.

C. Slumps and Washouts

1. Drain the roadbed immediately upgrade of slumps and longitudinal cracks to prevent water from entering slump area.

2. Slumps and longitudinal cracks at the edge of the roadbed shall not be considered a part of the usable width. Usable width may be reduced to 3.6 m in the area of the slump.

3. Unless Forest Service agrees to material being placed on slumps, ramp the slumps on both ends into undisturbed roadbed to provide at least 3.6 m usable width. Use removed materials to guide vehicles to the ramp location or to aid in draining the area.

4. Washouts may be filled with suitable material.

D. Post haul. At the end of hauling or prior to entering into seasonal shutdowns or a period of extended inactivity:

1. Shape the traveled way and disturbed roadbed to provide functional drainage.

2. Reinstall removed cross ditches and waterbars and provide any additional drainage structures necessary to offset changes caused through use and maintenance.

3. Leave roads useable only for high clearance vehicles. Remove or reshape purchaser modifications at road junctions to leave the entrance as it was before use, or as agreed at the time of change.

T-838 MAINTENANCE FOR HIGH CLEARANCE VEHICLE USE (04/02)

838.01 Description

This work consists of making limited use roads passable for project use by Purchaser and providing drainage from the traveled way and roadbed.

838.02 Maintenance Requirements

A. Traveled Way. Purchaser may smooth or fill existing cross ditches and waterbars and by agreement modify existing road junction to enable vehicle access. Prior to beginning haul and resumption of haul after an extended stoppage:

1. Remove brush, fallen trees, rocks, and other debris from traveled way, including turnouts, turnarounds, and other locations that interfere with needed maintenance as follows:

a. No object extending over 100 mm above the road surface shall remain within the 3.6 m usable traveled way. Center the usable width on the roadbed or position away from the fill slope.

b. Cut and remove standing or down trees, logs, brush, and limbs from within the area described in 1(a). Remove encroaching limbs to a height of 4.2 m above the traveled way surface. Scatter material not meeting utilization standards outside and below the roadbed on the fill side. Limb and remove timber which meets utilization standards or deck at agreed locations.

c. Place all removed materials away from drainages.

d. During use, maintain drainage structures including dips, ditches and culverts in a usable condition.

2. Clean and recondition drainage facilities in accordance with Section T-831 and T-834.

B. Slough and Slides

1. Slough and slides may be left in place, provided surface drainage is provided and at least 3.6 m of width is available for vehicle passage.

2. Purchaser may reposition or ramp over slides and slough when the traveled way is less than 3.6 m, providing the material is capable of supporting vehicles. Limit outslope to no more than six percent.

3. Reposition slough or slide materials, which are not capable of supporting a vehicle, on the roadbed to provide the 3.6 m width. When directed by Forest Service, slough or slide material will be removed under Section T-832.

C. Slumps and Washouts

1. Drain the roadbed immediately upgrade of slumps and longitudinal cracks to prevent water from entering slump area.

2. Slumps and longitudinal cracks at the edge of the roadbed shall not be considered a part of the usable width. Usable width may be reduced to 3.6 m in the area of the slump.

3. Unless Forest Service agrees to material being placed on slumps, ramp the slumps on both ends into undisturbed roadbed to provide at least 3.6 m usable width. Use removed materials to guide vehicles to the ramp location or to aid in draining the area.

4. Washouts may be filled with suitable material (gravel, rock).

D. Post Haul. At the end of hauling or prior to entering into seasonal shutdowns or a period of extended inactivity:

1. Shape the traveled way and disturbed roadbed to provide functional drainage.

2. Reinstall removed cross ditches and waterbars and provide any additional drainage structures necessary to offset changes caused through use and maintenance.

3. Leave roads useable for high clearance vehicles. Remove or reshape purchaser modifications at road junctions to leave the entrance as it was before use, or as agreed at the time of change.

T-839 MAINTENANCE FOR PROJECT USE (04/02)

839.01 Description

Work consists of providing minimum access required for Purchaser's Operations and associated Forest Service contract administration and preventing unacceptable resource or road damage.

839.02 Maintenance Requirements

A. Purchaser is authorized to perform the following maintenance to provide vehicle passage and drainage:

1. Removing log, earth, and rock barriers and/or improving existing road junctions to enable vehicle access as mutually agreed.

2. Smoothing or filling existing cross ditches and waterbars.

3. Installing Purchaser-furnished culverts or other agreed temporary drainage structures for shallow stream crossings.

4. Removing brush, fallen trees, rocks, and other materials from the traveled way and other locations that interfere with needed maintenance:

a. Place all removed materials away from drainages.

b. Limb and remove timber which meets utilization standards or deck at agreed locations. Scatter other woody materials, including limbs, off of and below the roadbed without creating concentrations.

5. Clean and recondition drainage structures in accordance with Section T-831 and Section T-834.

6. Reposition or ramp over slough and slides to provide adequate width of traveled way material.

7. Provide traveled way drainage above slumps and seal cracks in slump area.

Unless Forest Service agrees to material being placed on slumps, ramp the slumps on both ends into undisturbed roadbed to provide usable width.

B. During use, the traveled way shall not channel water along the road. Prior to seasonal periods of anticipated rains and runoff, additionally perform the following work:

1. Shape the traveled way and roadbed to drain.

2. Reinstall removed cross ditches and waterbars and provide any additional drainage structures necessary to offset changes through use and maintenance.

3. Perform work outlined in 839.02 A (5), (6), and (7).

4. During periods of nonuse, replace original barrier or provide and maintain standard MUTCD, Type 3 barricades unless alternate type barriers are approved.

A. Unless otherwise provided in SPECIAL PROJECT SPECIFICATIONS or the Road Listing, upon completion of project use, perform such work as needed to reasonably conform to the character of the existing road prior to Purchaser's maintenance for project use. Work shall be in addition to requirements of 839.02 B and in accordance with 839.03 B and C.

B. Roads designated in C(T)5.31 to be blocked shall conform to at least the minimum requirements of Section T-835. Unless otherwise agreed, remove Purchaser-installed temporary structures from National Forest land. Associated commercially-obtained materials shall remain the property of the Purchaser. The Forest Service shall provide the purchaser a schedule of Forest Service owned structures to be removed. Bridges, metal pipe or other structures to be removed, shall be dismantled without damage. Steel members shall be match marked and a drawing prepared showing match marking with the structural location of each member. The removed structures, along with the commercially obtained materials, shall be stockpiled as directed by the Forest Service. All materials shall remain the property of the Forest Service.

C. Remove or reshape Purchaser changes at road junctions, as agreed at the time of change.

T-841 VEGETATION ESTABLISHMENT (04/02)

841.01 Description

This work consists of applying seed, fertilizer, mulch, and planting containerized or bare root plant stock singularly or in specified combinations to roadways and disposal areas. Work area may be limited to designated portions of the roadway and roadside or include treatment of the entire area bounded by the outer limits of the roadsides.

841.02 Materials and Application Rates

Provide the following listed materials:

A. Fertilizer: Fertilizer shall be a standard commercial grade and provide the minimum percentage of available nutrients designated. Furnish fertilizer in sealed containers with the composition, weight, and guaranteed analysis of contents clearly marked. Apply at the rate of kilograms per hectare.

Type	Lbs./Acre
10-20-10 (10% Nitrogen, 20% Phosphorus, 10% Potassium)	200
46-0-0 Nitrogen Urea	100

B. Seed:

1. This work consists of furnishing and placing required seed mix on all areas disturbed under this contract and on any other areas specified.

2. Apply the seed in the following amounts and mixtures:

Species	Pounds/Acre	% Mixture	% Pure Live
Arctared fescue	5	20	100
Boreal red fescue	10	40	100
Annual Ryegrass	10	40	100

3. Use hand-operated seeding devices, or other devices approved by the Government, to apply seed.

4. Meet the direction of Executive Order 13112 to prevent and control the introduction and spread of invasive species. The Federal Highway Administration developed some guidance for implementing the executive order, and recently published two handbooks: Roadside Use of Native Plants, and Roadsides and Invasive Species. Furnish seed separately or in mixture in standard containers with (1) see name; (2) lot number; (3) net weight; (4) percentage of purity and of germination (in case of legumes, percentage of germination to include hard seed), and (5) percentage of maximum weed seed content clearly marked for each kind of seed; (6) certification that the seed lot meets applicable State and Federal laws with regard to prohibited and restricted noxious weeds clearly marked for each kind of seed. Furnish the Government duplicate signed copies of a certificate signed by a Registered Seed Technologist or Seed Analyst (certified through either the Association of Official Seed Analysts or the Society of Commercial Seed Technologists) certifying that each lot of seed has been tested in accordance with the Association of Official Seed Analysts standards within 12 months prior to the date of application. This certification shall include: (1) name and address of laboratory, (2) date of test, (3) lot number for each kind of seed, (4) name of seed, (5) percentage of germination, (6) percentage of purity, (7) percentage of weed content, (8) certification that the seed lot meets applicable State and Federal laws with regard to prohibited and restricted noxious weeds, and (9) in the case of a mixture, the proportions of each kind of seed. Legume seed shall be inoculated with approved cultures in accordance with the instructions of the manufacturer. No seed may be applied without prior written approval.

C. Mulch: Apply mulch materials as follows:

Mulch Type	Application Rate
N/A	

D. Plant Stock: Furnish the following listed plant materials:

Stock: **N/A**	Size:	Bare Root:	Containerized:

841.03 Schedules and Applications

A. Schedule

1. To control erosion, apply seed to disturbed soil and slopes within 30 days of disturbance. If the road has not been completed and accepted apply seed by the dry method as an interim erosion control measure. Complete seeding as soon as other ground-disturbing work is accepted, unless a specific seeding season is listed below.

Seeding season: **April 15 to. September 15**

2. Do not apply the treatment when the ground is frozen or excessively wet. Terminate application during periods when there is too much wind to allow consistent treatment rates and control of the treatment area to the designated limits.

B. Roadside and Slope Treatment

1. Roadsides will not require advance preparation unless required in the SPECIAL PROJECT SPECIFICATIONS or as SHOWN ON THE DRAWINGS.

2. Apply the designated treatment by hand operated machine. When both roadbed (under 841.03C) and slopes are shown in the SPECIAL PROJECT SPECIFICATIONS for treatment, application may be done at the same time.

3. The Contractor will not be required to operate self-propelled equipment beyond the defined roadbed. Do not apply treatment materials to the foreslope of ditches unless roadbed treatment (841.03C) is also required.

C. Roadbed Treatment

1. Scarify portions of the roadbed not previously disturbed and left loose under Section T-835 to a minimum depth of 100 mm unless bedrock is encountered at a lesser depth. The maximum distance between furrows formed by scarification is 300 mm.

2. Treat barrier mounds placed under Section T-835 while in a roughened condition.

D. Planting

1. Plant designated woody plant materials at the staked locations or designated spacing.

2. Place containerized plant stock in an appropriately sized hole formed by a dibble or other device to place the roots at the proper depth.

3. Place bare root plant stock in a slotted cut formed by a mattocks, pulaski, or other edged tool. Place the crown at ground level. Do not bend or break the roots.

4. Compress the area adjacent to the hole by foot or special tool to form a depression up and down slope from the stem and force the soil against the container or roots with no air voids.

5. Hold the plantings firmly in place by the soil. When checked by pulling upward on the top 12 mm of the plant stem, the planting shall either break at the hold point or the area compressed against the roots show evidence of movement. Remove and replace with fresh stock plantings that are not held firmly by the soil.

841.04 Government Provided Materials

The Government will provide the following listed materials. At least ten (10) calendar days notice must be given to the government prior to actual date material will be picked up.

Materials will be provided at: N/A.

T-845 LTF OPERATIONS, MAINTENANCE AND MONITORING (04/02)

845.01 Description

This Section provides for routine maintenance of various types log transfer facilities and monitoring by COE 404 permit, EPA NPDES 402 permit and ADNR tideland permit or lease.

Log transfer facilities include the government furnished equipment, structures, access ramps, docks, floats, access road, and adjacent areas used for storing, scaling, watering, handling, or sorting logs.

The work includes all efforts needed to comply with pollution prevention plans established for the site for all state and federal permits.

845.02 Pre-Use Maintenance Requirements

A. Perform maintenance work itemized in Schedule T-845 prior to operation of the log transfer facility for transferring logs. Assure conditions conform to the pollution prevention plan and permits for the site.

B. Assure settling ponds, when included in the pollution prevention plan for the site, are clean and drainage is operating to settle solids.

C. Place removed materials in a permitted location where fine materials and leachates will not flow directly into streams. The Alaska Department of Environmental Conservation requires that wood waste and other solid waste from LTFs and associated facilities be deposited in a permitted location.

845.03 Operation and Maintenance

A. Maintain log transfer facilities, equipment, and appurtenances such as ramps, docks, and floats to a condition achieved by pre-use maintenance. Operate and maintain the LTF, related structures and facilities according to pollution prevention plans to prevent erosion, pollution and structural displacement. Follow manufacturers recommendations concerning maintenance of equipment.

B. Maintain the area free of solid wastes, including wood and bark. Remove wood wastes and other solid wastes, and dispose them at a permitted location.

C. Maintain drainage from facilities to filter strips or settling ponds and utilize the best practicable procedures for keeping sediments and leachates from running into streams.

D. Perform water barring, drainage cleaning, and clear any settling ponds of accumulations before leaving the site at the end of each season and the end of the timber sale.

E. Any damage done to the log transfer facility or appurtenances during the purchaser's operation or site occupancy shall be repaired by the purchaser.

F. Comply with all stipulations and requirements found in permits and leases associated with the Log Transfer Facility.

845.04 Monitoring

A. Monitor bark accumulations, oil sheen, and surface runoff associated with the operation of log transfer facilities, according to the conditions contained in permits issued under sections 404 or 402 of the Clean Water Act.

B. Maintain a copy of applicable 404 and 402 permits at the log transfer site with the pollution prevention plans. Assure that the operator of the log transfer equipment has read the permit requirements.

C. Monitor bark accumulation in the waters near the log transfer facility at the end of each operating season. Monitor accumulations of bark following the final use of the site for the timber sale.

1. Use the same permanent transects established for prior monitoring. Additional transects may be established if the bark spreads outside existing transects.

2. Measure area, thickness, and percentage coverage of bark debris between mean higher high water and depths as specified in permits. In the absence of specific depths in permits measure to 19 m depth, mean low water.

D. Monitor the waters in the vicinity of the log transfer facility for visible oil sheen during operation. Record the operations when observed. (Observation of a oil sheen under log transfer facility operation is under the terms of a NPDES permit. As such, the observation is exempt from reporting to the Coast Guard as an oil spill.)

E. Annually report to the Contracting Officer the following information:

- The starting and ending dates of the operating season (from first bundle handled to the last bundle handled).
- The number of days operated per year (days on which logs were handled).
- The gross volume of timber handled at the site.
- The name and address of the person or firm handling/transferring logs, if different than the purchaser.
- The number of days when an oil sheen was observed.
- The results of bark accumulation monitoring (dives)

SCHEDULE T-845— PRE-USE WORK REQUIRED BEFORE LOG TRANSFER

POW CT
ROADS INFORMATION

As allowed elsewhere in the contract and attachments, the Contractor may use existing Government roads and will find it necessary to construct temporary roads. The information below describes the major work which the Contractor shall perform. The price for any needed roads work is included in the price in Schedule Item B.1.

Maybeso Roads

Rd 2024300 – 0.9 miles of existing road from the Hollis highway to the jct. of temp roads. Only needs maintenance of road commensurate with use.

Temp roads – 0.50 miles of existing temp road that can be used with the following minimal work:

- Shot Rock (or wood chips) (of a depth appropriate to minimize resource damage)
- Rock Drain dips -4each
- Remove Earth Barrier m.p.0.00
- Install Gate

Harris Roads/Units

Because ground-based yarding is required, a temporary road and landing will need to be constructed into Unit 1.The temporary road is approximately 140' in length with a landing 75' x 75'. The Contractor shall obtain needed permits, such as a driveway permit from the State of Alaska.

Naukati Replicate

Prehaul Maintenance – Rd 2060131 - 0.56 miles. Shot rock (min. 80 CY) is required. The Contractor may elect to use rock from pit on 2060100 road.

2060100 –Maintenance commensurate with use.

2060000 – Maintenance commensurate with use whichever way haul is, to LTF or to Highway at Coffman Jct.

SRR – Maintenance commensurate with use.

TEMP road - 1134 feet over existing puncheon. A capped lift (of rock, hogged fuel, or wood chips, or a depth appropriate to minimize resourcve damage) is required for skidder trail only, 12 feet wide. The Contractor may elect to reclaim rock on existing spur roads as marked on the unit map.

650 - Road Closure Devices

650.00_nat_us_06_28_2007

Description

650.01 Work. Furnish and install, or install only, road closure devices using fabricated gates and accessories, combination post and rail barriers, concrete barriers, earth mound barriers, and other devices.

Materials

650.02 Requirements. Furnish materials to be used in fabricating gates and barriers. Ensure that all hardware is galvanized in accordance with AASHTO M 232 and meets the requirements of ASTM A 307. Furnish plain or cut washers that are American Standard Washers.

Furnish timber posts, rails, and lumber that meet the requirements of AASHTO M 168. Provide timber of the species and type, and rate of preservative treatment.

Furnish concrete that meets the requirements of Subsection 601.03, method B or C.

Construct earth mound barriers from excavated material adjacent to the barrier location, or from other designated locations.

Construction

650.03 Performance. Place road closure devices at designated locations. Construct all devices to the required dimensions. In assembling gates, perform required welding in accordance with the best modern practice and the applicable requirements of AWS D1.1.

After assembly, clean non-galvanized steel pipe gates and paint them with one coat of zinc-rich primer and two coats of exterior enamel of the required type and color.

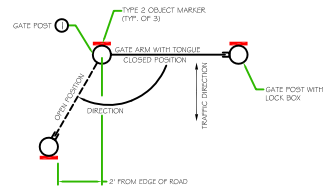
Set all posts vertically and embed them to the required depth. Place concrete for embedment against undisturbed earth within an excavation sized to achieve the embedment dimensions. Compact the backfill in 6 inch layers to finished grade.

Furnish and install all signs and/or reflective warning markers accessory to the road closure device.

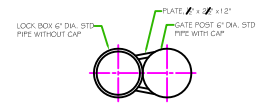
650.04 Acceptance. Construction of road closure devices will be evaluated under Subsections 106.02 and 106.04.

Solicitation AG-0109-S-08-9002-02
Prince of Wales Commercial Thinning Stewardship

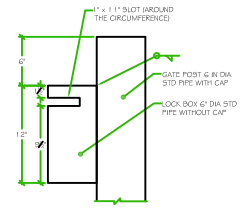
GATE SCHEDULE				
GATE ID. #	EXISTING/REMOVED		INSTALL/NEW	
	STATION	OFFSET	STATION	OFFSET
1	STA. 39+74	19.26' L	STA. 40+00	11.26' L



GATE POST LOCATIONS
NOT TO SCALE

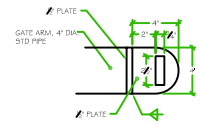


PLAN VIEW



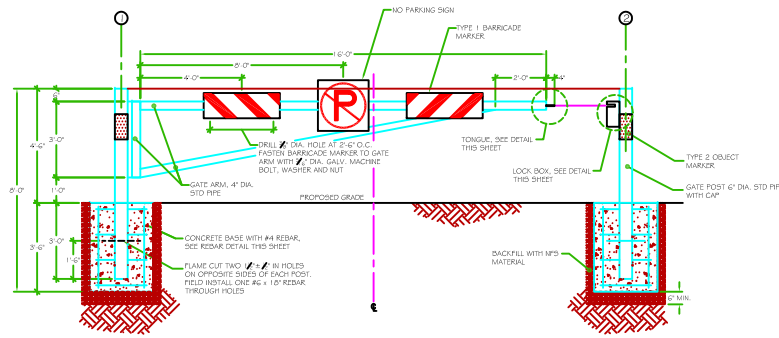
ELEVATION VIEW

REBAR DETAIL
NOT TO SCALE



TONGUE DETAIL
NOT TO SCALE

LOCK BOX
NOT TO SCALE



1 GATE DETAIL
1/2" = 1'-0"

STATE OF ALASKA 49th — CORPORATE SEAL — REGISTERED PROFESSIONAL ENGINEER
SEAL

Michael L. Foster & Associates, Inc.
Architecture • Engineering • Planning
General Contracting - Surveying
130 N Old Ulster Highway, Suite C19
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Phone: (907) 886-4200
Fax: (907) 886-4202

TONGASS
ENGINEERING & RECREATION

DRAWING INFORMATION		REVISIONS		
DRAWING SCALE: NOT TO SCALE		DATE:	REVISION:	BY:
DESIGNED: GES	DATE: JAN 2008			
DRAWN: AM	DATE: JAN 2008			
REVIEWED: GES	DATE: JAN 2008			
REFERENCES				

HARBOR MOUNTAIN ROAD IMPROVEMENTS

USDA FOREST SERVICE - TONGASS NATIONAL FOREST

R-10 - ALASKA REGION

SWING GATE DETAILS

GATE DETAIL.dwg | SH. 11 of 26

CULVERT NOTES

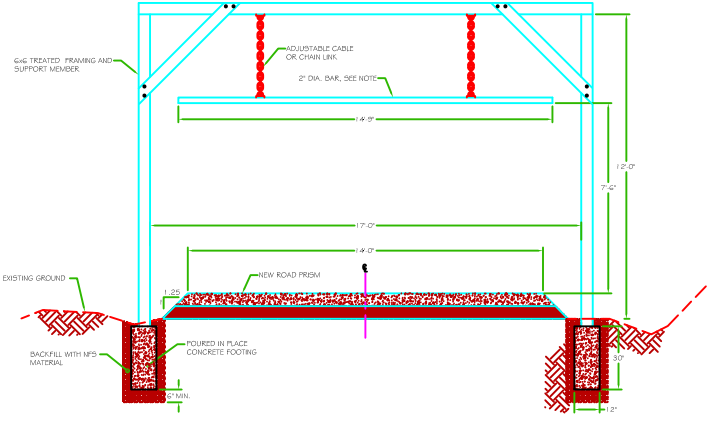
1. DITCH BERM IDENTIFIED ON PLAN SHEETS SHALL BE PLACED AT THE DOWNSTREAM SIDE OF THE CULVERT INLET AND WITHIN THE DITCH SECTION. THIS WILL DIRECT STORM RUNOFF TO THE SPECIFIED CULVERT INLET AND LIMIT CONVEYANCE OF STORM WATER DOWNSTATION.

2. DITCH BOTTOM LOWERING FOR INLET SHALL BE AS FOLLOWS;
   18"Ø CULVERT - 4 FEET MINIMUM
   24"Ø CULVERT - 5 FEET MINIMUM
   28"Ø CULVERT - 12 FEET MINIMUM
   36"Ø CULVERT - 16 FEET MINIMUM

3. DITCH BOTTOM LOWERING FOR OUTLET SHALL BE AS FOLLOWS;
   18"Ø CULVERT - 2 FEET MINIMUM
   24"Ø CULVERT - 4 FEET MINIMUM
   28"Ø CULVERT - 6 FEET MINIMUM
   36"Ø CULVERT - 8 FEET MINIMUM

4. TYPICAL SECTIONS 2, 3, 4 AND 5 ARE SPECIFIC TO THE OUTLET INVERT IN A CUT LOCATION.

NOTE: OVERHEAD RESTRICTION BAR SHALL BE PAINTED YELLOW WITH 2" BLACK STRIPS PLACED 12" O.C.



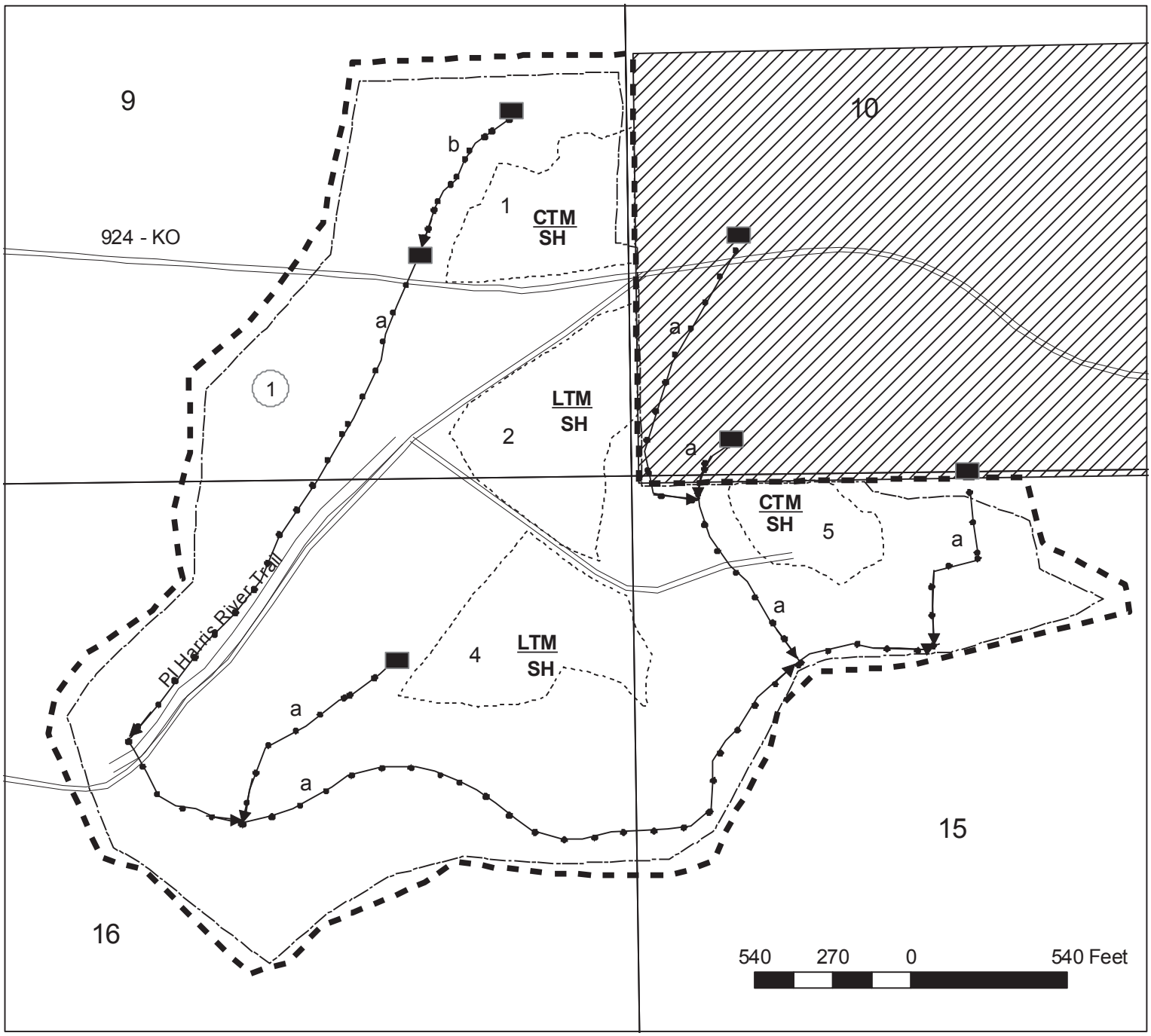
1 GATE DETAIL
EX.X 1/2" = 1'-0"

POW COMMERCIAL THINNING STEWARDSHIP
MAPS/DRAWINGS COVER PAGE

The following maps/drawings are included—

1. **Harris River Area Map, 1 page**
2. **Harris River Unit Plan Map, 1 page**
3. **Naukati Area Map, 1 page**
4. **Naukati Unit Plan Map, 1 page**
5. **Maybeso Area Map, 1 page**
6. **Maybeso Unit Plan Map, 1 page**

POW Commercial Thinning Study Harris River Area Map
Craig Ranger District Tongass National Forest
T74S, R83E, Sections 9,10,15,16 CRM



Legend

- Protect Improvement, Harris River Trail, BT1
- Existing Road, BT5.12
- Section Lines
- Streamcourse Protection a Level, CT6.61
- Streamcourse Protection b Level, CT6.51
- Sale Area Boundary BT1.1
- Other Ownership B1.1

- 1 Cutting Unit, BT2.3
- Payment Unit Boundary, BT1.1
- LTM Leave Tree Marking (Orange Paint), CT2.35
- SH Shovel Yarding Specified, BT6.42#
- CTM Cut Tree Marking (Blue Paint), CT3.5
- 1 Payment Units, BT1.1
- a,b,c Level of Streamcourse Protection, CT6.51
- 2050-KO Keep Road Open, BT6.22

Payment Unit # 1

Map 1 of 3

N

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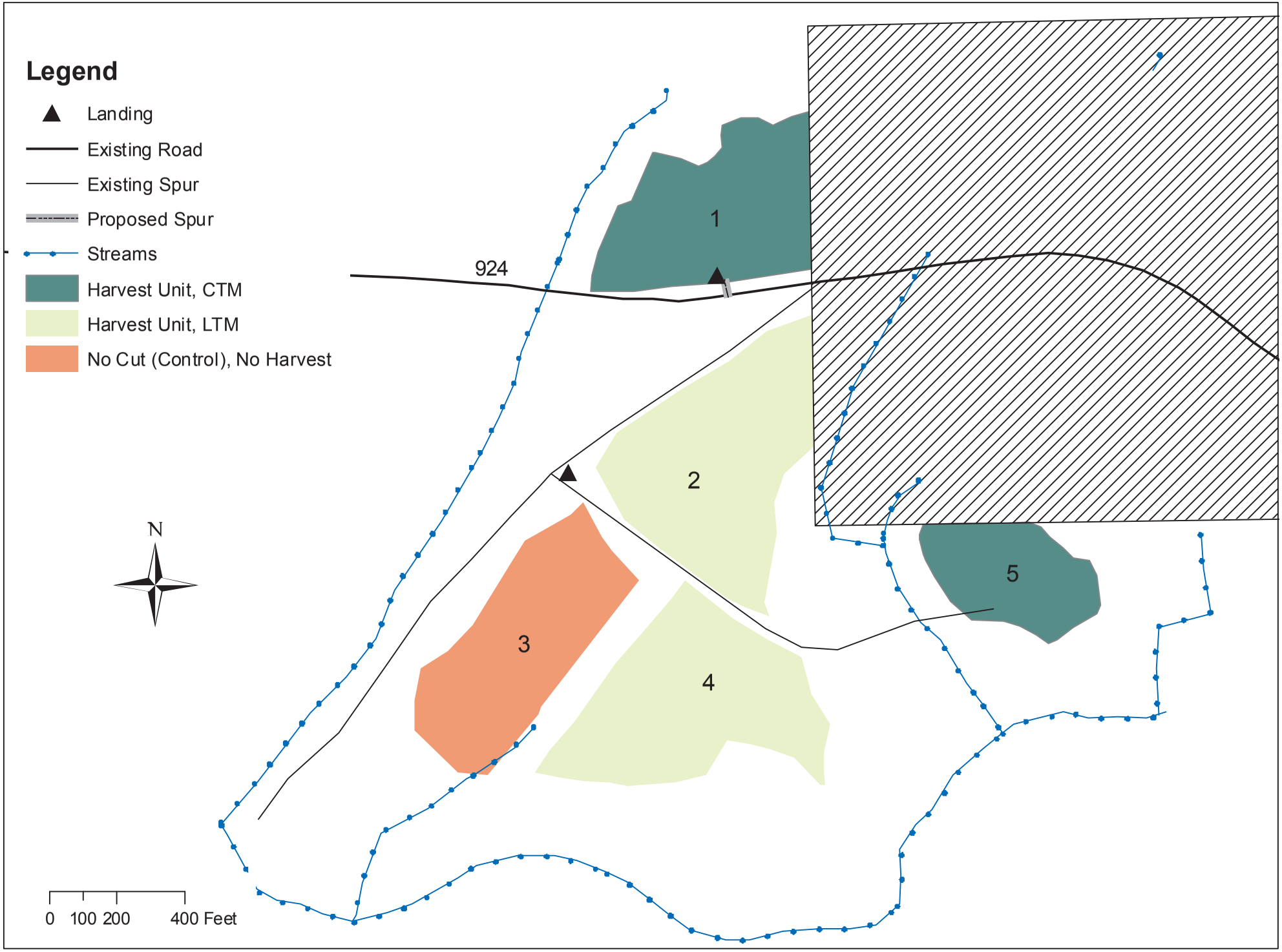
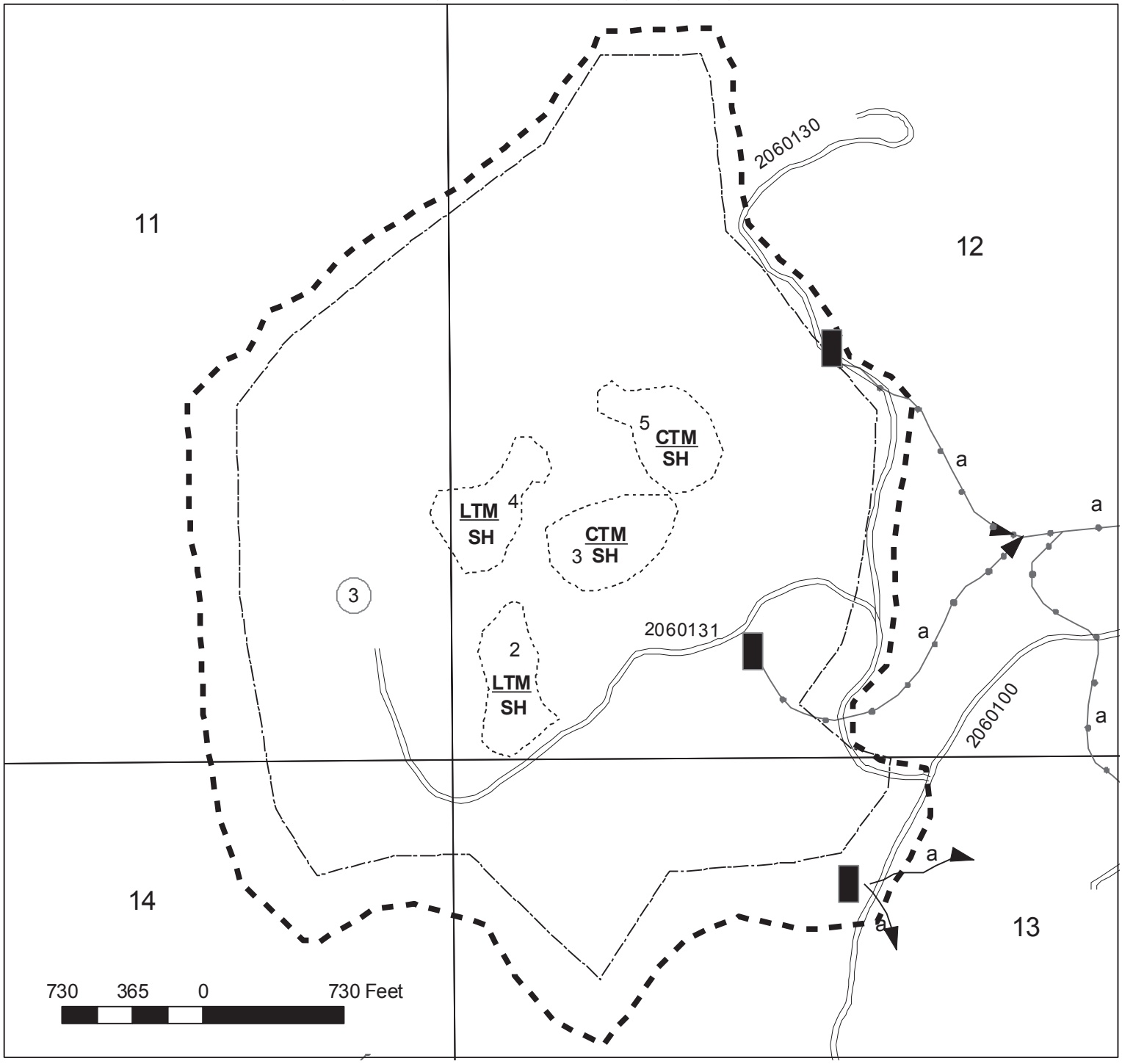
8-13-2008

POW Commercial Thinning Study Harris River Unit Plan Map



Atch 6, No. 2

POW Commercial Thinning Study Naukati Area Map
Thorne Bay Ranger DistrictTongass National Forest
T69S, R79E, Sections 11, 12, 13, 14 CRM



Legend

Payment Unit 3

Map 3 of 3

- Existing Road, BT5.12
- Stream Class a Protection CT6.51
- Section Lines
- Sale Area Boundary BT1.1
- 1 Cutting Unit, BT2.3
- Payment Unit Boundary, BT1.1
- LTM Leave Tree Marking (Orange Paint), CT2.35
- SH Shovel Yarding Specified, BT6.42#
- CTM Cut Tree Marking (Blue Paint) CT3.5
- 3 Payment Units, BT1.1
- 2050-KO Keep Road Open, BT6.22
- a,b,c Level of Streamcourse Protection, CT6.51

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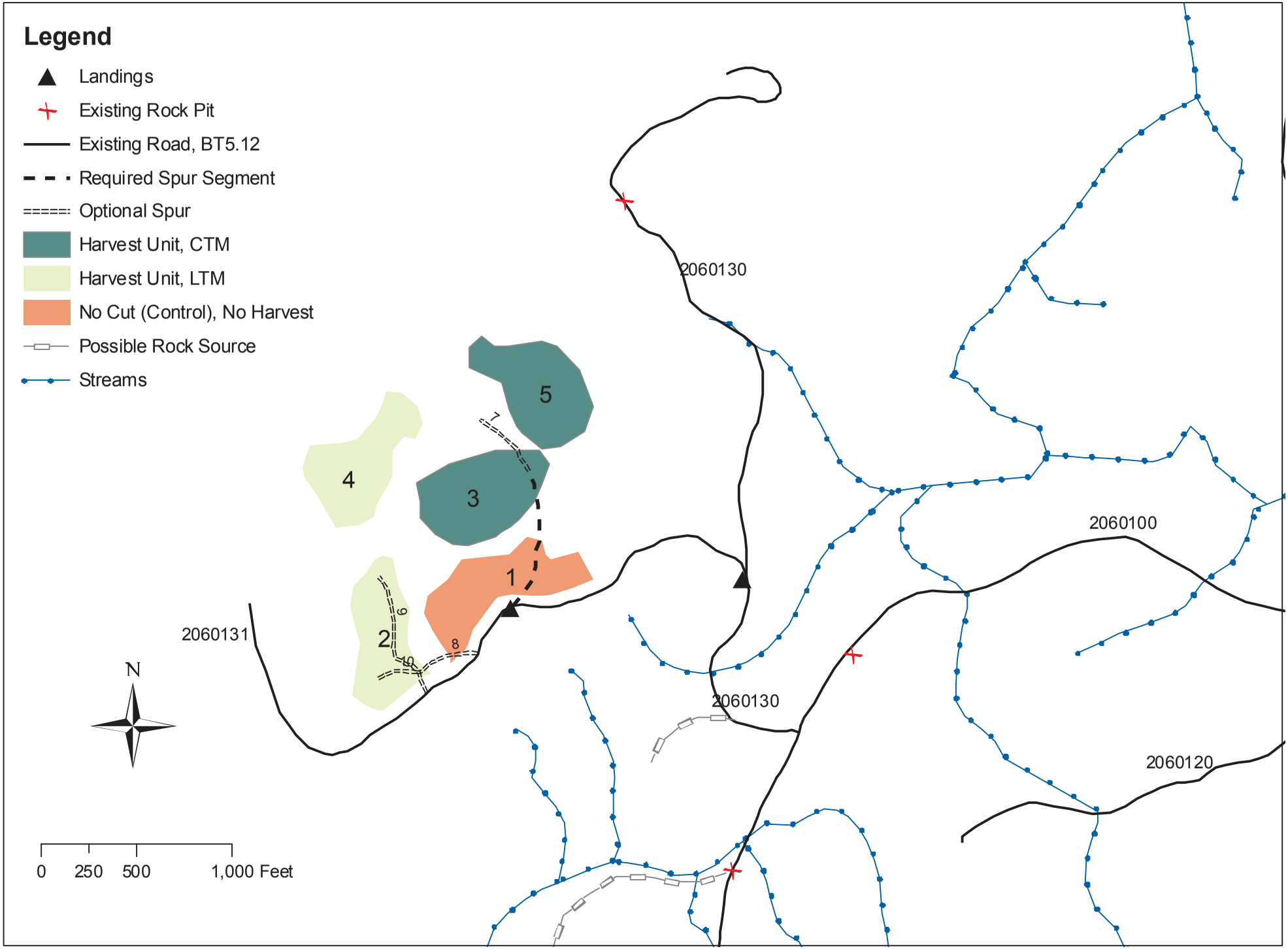
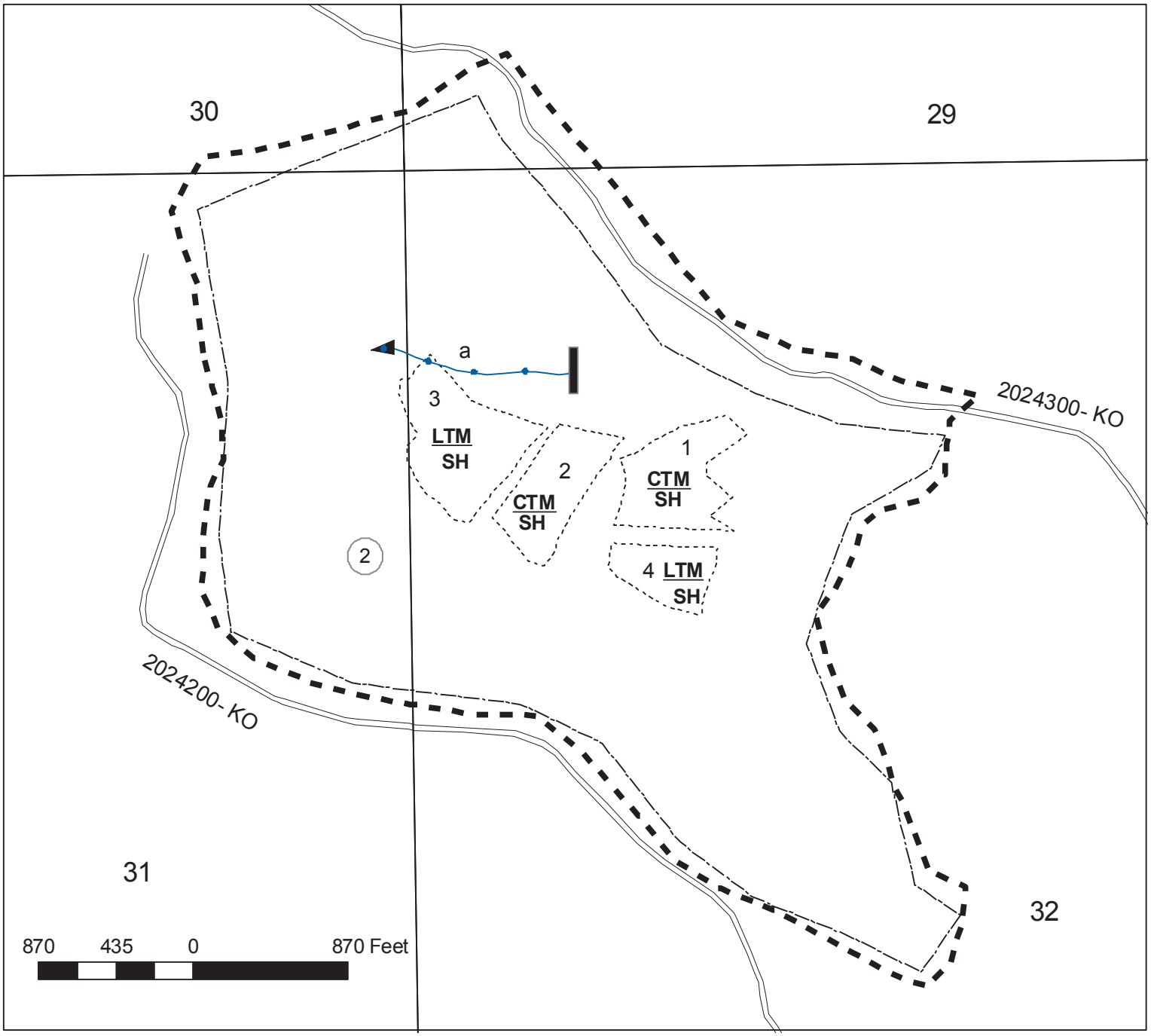
8-13-2008

POW Commercial Thinning Study Naukati Unit Plan Map



Atch 6, No. 4

POW Commercial Thinning Study Maybeso Area Map
Craig Ranger District Tongass National Forest
T73S, R84E, Sections 29, 30, 31, 32 CRM



Legend

- Stream Class a Protection CT6.51
- Section Lines
- Existing Road, BT5.12
- Sale Area Boundary, BT1.1
- 2050-KO Keep Road Open, BT6.22
- 3 Cutting Unit, BT2.3
- Payment Unit Boundary, BT1.1
- LTM Leave Tree Marking (Orange Paint), CT2.35
- SH Shovel Yarding Specified, BT6.42#
- CTM Cut Tree Marking (Blue Paint), CT3.5
- 2 Payment Units, BT1.1
- a,b,c Level of Streamcourse Protection, CT6.51

Payment Unit 2
Map 2 of 3

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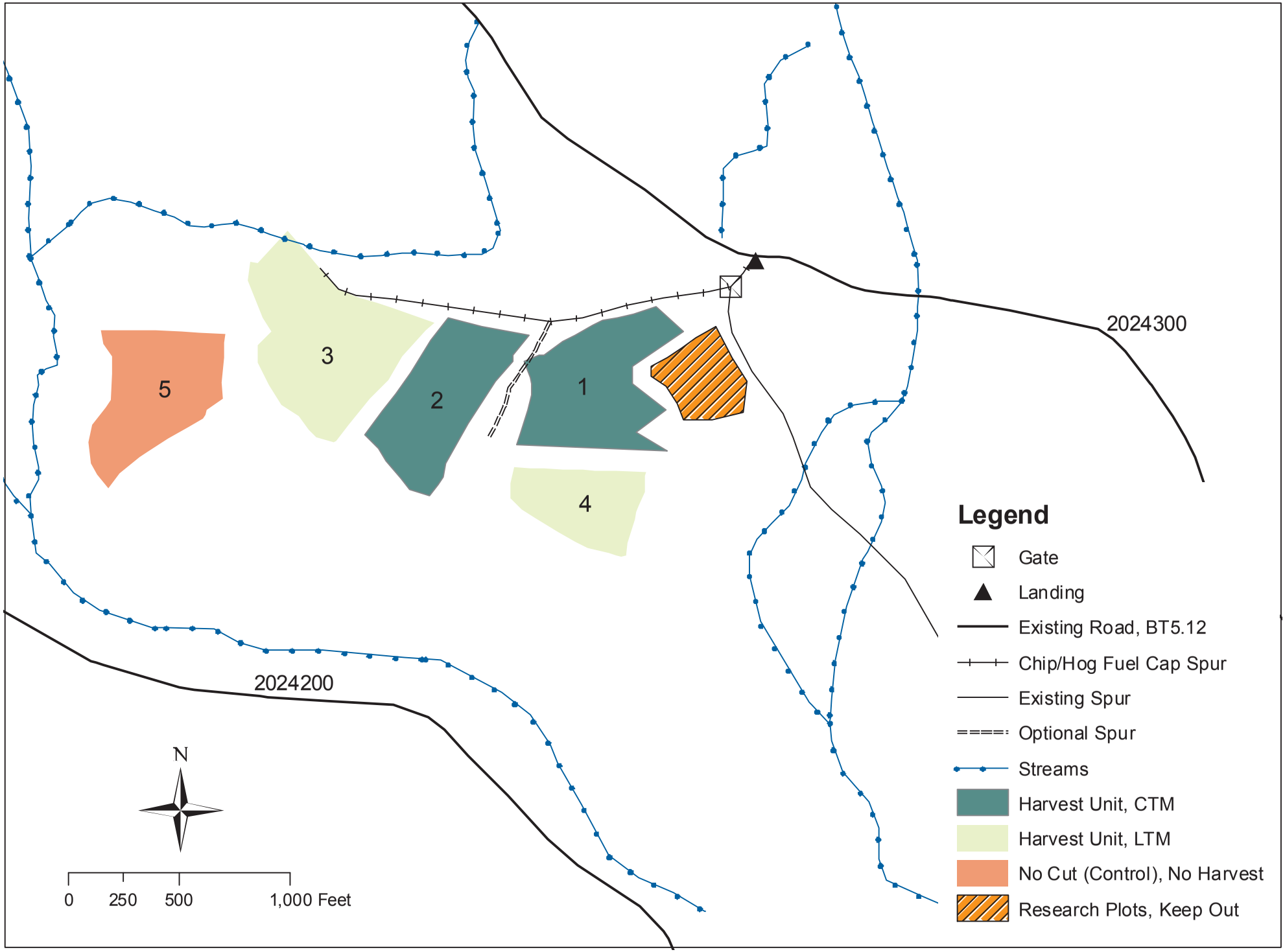
8-13-2008

POW Commercial Thinning Study Maybeso Unit Plan Map