

**KT-CT.1.1# – TIMBER SUBJECT TO AGREEMENT. (9/04)**

In addition, there is within Contract Area an unestimated quantity of:

<b>Species</b>	<b>Product</b>
Mixed Conifer	Pulpwood
Mixed Hardwood	Pulpwood
Red Pine	Sawtimber
Jack Pine	Sawtimber
Spruce	Sawtimber
Mixed Conifer	Biomass
Mixed Hardwood	Biomass

that shall be Included Timber upon written agreement

**KT-CT.3.0.1# - PROTECTED AREAS (02/2008)**

Notwithstanding the designations for cutting under CT.3.1, CT.3.3, CT.3.4, and CT.3.5, trees within the area to be protected in Payment Unit **4, 5, 6, and 8** shall be left uncut. Boundary trees along the perimeter of Protected Areas have been identified by **orange paint**. Boundary trees are not to be cut. Contract Area Map indicates units within which Protected Areas are identified on the ground and are to be left uncut.

**KT-CT.3.5.1# – DESIGNATION BY SPACING (9/2004)**

## Window Stewardship

Within Payment Unit(s) 3 and 7, as shown on Contract Area Map, all red pine, jack pine, spruce, paper birch, and aspen trees, except trees Marked with N/A paint or described to be left uncut, that meet Utilization Standards and one or more of the following criteria are designated for cutting.

(a) The required spacing is a maximum average of 15 feet. The tree is within 10 feet of a red pine, jack pine, spruce, paper birch, and aspen tree that has a larger stump diameter than it; and the larger tree is not designated for cutting.

(b) The tree is within N/A feet of a N/A tree greater than or equal to N/A inches stump diameter; and this tree is not designated for cutting.

(c) The tree is Marked with N/A paint.

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

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

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

**KT-CT.3.5.2#- DESIGNATION BY SPECIES AND DIAMETER (9/2004)**

Trees that meet Utilization Standards are designated for cutting, as shown on the Tree Designation Table and Contract Area Map, except trees Marked with **orange** paint or described to be left uncut.

**Tree Designation Table**

Payment Unit(s)	Designated Species	More than Stump Diameter (inches)	Less than Stump Diameter (inches)
1, 5	spruce, jack pine, paper birch, aspen	6	N/A
2, 4, 6, 8, 9	spruce, balsam fir, jack pine, paper birch, aspen	6	N/A

Additional trees to be cut, if any, are Marked with **N/A** paint.

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

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

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

## Window Stewardship

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

- (i) Slash disposal and road maintenance deposits;
- (ii) Cooperative work at rates established by specific agreement under ET.2.1.8;
- (iii) Damages pursuant to JT.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to ET.2.2;
- (vi) Periodic payments pursuant to ET.2.1.3;
- (vii) Extension Deposits pursuant to ET.2.1.7; and
- (viii) Other mandatory deposits.

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

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

- (i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.
- (ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.
- (iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill

for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).

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

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

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

**KT-FT.3.1# – ROAD MAINTENANCE REQUIREMENTS (09/2004)**

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

**Contract Road Maintenance Requirements Summary**

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications					
	From	To		T-8130	T-8420	T-8360	T8340	T-8030	T8620
FR174R	FR174	FR369	0.4		P	P			
FR174	PU2	FR369	0.4		P	P			
FR174Q	PU3	FR174R	0.7	C	P	P	P	P	
FR175A	PU7	FR369	0.7		P	P			P

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications			
	From	To		T-8360	T-8110	T-8030	
FR369	FR174R	LCRt7	8.0		D		
FR174R	FR174	FR369	0.4	P			
FR174	PU2	FR369	0.4	P			
FR174Q	PU3	FR174R	0.7	P			
FR175A	PU7	FR369	0.7	P			

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications			
	From	To		T-8360	T-8620	T-8340	T8110
FR174Q	PU3	FR174R	0.7	P	P		
FR175A	PU7	FR369	0.7	P	P		
FR174R	FR174	FR369	0.4	P			
FR174	PU2	FR369	0.4	P			

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

**SECTION 1. GENERAL**

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

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

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

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

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

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

## **SECTION 2. ROAD MAINTENANCE DEFINITIONS**

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

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

Borrow. Select Material taken from designated borrow sites.

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

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

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

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

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

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

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

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

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

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

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

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

## Window Stewardship

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

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

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

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

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

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

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

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

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

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

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

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



## **T-8030 Snow Removal**

### DESCRIPTION

- 1.1 This Section provides for removal of snow from roads to facilitate logging operations and safe use. 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 locations designated by the Forest Service Representative (FSR). Snow may also be compacted as needed to freeze down soft areas or wet areas. This work is considered part of this specification. Equipment used for this work shall be in accordance with this specification and approved in advance by the FSR.

### EQUIPMENT

- 2.1 Contractor may use any type of equipment to remove snow, providing:
- a. Type or use of equipment is not restricted in CT5.12# or Schedule document.
  - b. Equipment is of the size and type commonly used to remove snow and will not cause damage to the road. Tracked or cleated vehicles shall not be used unless approved in writing by the FSR.
  - c. The Blade will be equipped with skid shoes to prevent loss of surfacing and damage to the road bed. On gravel and native surface roads, a minimum 1 -inch depth compacted snow mat will be maintained on the roadbed during blading.

### REQUIREMENTS

- 3.1 Erect signs required by the Sign Plan in the SUPPLEMENTAL SPECIFICATIONS or as shown on the Section 3. Road Maintenance Requirements Schedule. Perform work in a manner to preserve and protect roads and appurtenances, and prevent erosion damage to roads, streams, and other forest values.
- 3.2 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.
- 3.3 Upon seasonal completion of Contractor's Operations, effectively block the road by a snow barricade, unless otherwise approved by the Contracting Officer.
- 3.4 Ice control may be performed by Contractor when approved by the FSR in writing. Such approval will include ice control materials, application rates, and any specific requirements of use.
- 3.5 Snow berms will be reduced at road intersections where plowed road segments join unplowed road segments. Reduce the piled snow in the roadway to create a smooth transition from plowed road to normal snow depth.

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

**DESCRIPTION**

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

**MATERIALS**

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

**REQUIREMENTS**

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

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

<b>Road Number</b>	<b>Type Material</b>	<b>Finished Compacted Thickness Specified</b>	<b>Total Quantity (Tons or cu.yds.)</b>	<b>Compaction Method</b>
FR374Q	Pit Run	N/A	20 cu. Yds.	N/A

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

**T-8340 Drainage Structure Maintenance**

DESCRIPTION

1.1 This work consists of maintaining and/or installation/removal of Drainage Structures and related items such as: inlet and outlet channels, existing riprap, trash racks, necessary geotextiles, pipes, and drop-inlets.

MATERIALS

2.1 All Materials used in the maintenance and/or installation/removal of Drainage Structures shall conform by type and specification to the Material in the structure being maintained or as indicated in the subsection 3.3 below.

REQUIREMENTS

3.1 Drainage Structures and related items shall be cleared of all foreign Material deposited above the bottom of the structure and all vegetative growth which interferes with the water flow. Material removed that cannot be incorporated into maintenance work shall be uniformly placed on fill slopes unless agreed otherwise.

3.2 Perform maintenance to insure the proper functioning of the head walls, aprons, inlet assemblies, riprap, trash racks and other facilities related to the Drainage Structure.

3.3 Install/remove ditches, drainage dips, rock crossings and/or culverts as shown below, and as marked on the ground. Installation of structures shall not begin without the presence of a FSR unless agreed to in writing by the FSR.

<b>Road Number</b>	<b>Location</b>	<b>Remove/Install</b>	<b>Type of Structure</b>	<b>Size</b>	<b>Quantity</b>
FR174Q	MP 0.13	Install	corrugated	20" by 28" elliptical, 14 GA (or 24" Round)	1

3.4 Installation shall be in accordance with construction industry standards and practices.

3.5 Culverts designated for removal/disposal shall become the property of the Contractor and shall be disposed of properly.

3.2 Temporary culverts provided by the USFS shall remain the property of the government.

3.7 Bridges. Any miscellaneous parts needing repair or replacement during normal use of any bridge during haul shall be considered maintenance. This includes minor items such as object markers, running planks that have loosened or cracked deck boards, or drainage structures which may become plugged. Bridge decks that are dirt and dust covered shall be cleaned to allow for proper drainage and for safety of the user.

**T-8360 Composite High Clearance Road Maintenance**

DESCRIPTION

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

MATERIALS

2.1 Required materials are listed in subsection 3.2.

REQUIREMENTS

3.1 Traveled Way

A. Contractor 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. No object extending over 4 inches above the road surface shall remain within the 12 feet usable traveled way.
2. Center the usable width of the roadbed or position away from the fill slope.
3. Cut and remove standing or down trees, logs, brush, and limbs from within the 12 feet usable traveled way. Remove encroaching limbs to a height of 14 feet above the traveled way surface. Scatter material not meeting utilization standards outside and below the roadbed on the fill side. Limb and remove designated timber which meets utilization standards or deck at agreed locations.
4. Place all removed material away from drainages and in locations previously agreed to in writing by the FSR.
5. During use, maintain drainage structures including dips, ditches and culverts in a usable condition and surface in a flat, Insloped or Outsloped, or Crowned usable condition.

3.2 Drainage Facilities. Clean and recondition drainage facilities in accordance with T-8310 Ditch Cleaning and T-8340 Drainage Structure Maintenance.

<b>Road Number</b>	<b>Location/length</b>	<b>Remove/Install</b>	<b>Type of Work/Drainage Structure</b>	<b>Size</b>	<b>Quantity</b>

3.3 Slough and Slides

1. Slough and Slides may be left in place provided surface drainage is adequately provided and at least 12 feet of width is available for vehicle passage.

2. Contractor may reposition or ramp over Slides and Slough when the Traveled Way is less than 12 feet 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 12 feet width. When directed by Forest Service, Slough or Slide material will be removed under Section T-8320 Slide, Slump, and Erosion Repair.

#### 3.4 Slumps, Eroded areas, 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 ten feet 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 ten feet usable width. Use removed materials to guide vehicles to the ramp location or to aid in draining the area.
4. Eroded areas/washouts may be filled with suitable material and compacted by operating equipment over the fill area.

#### 3.5 Posthaul

- A. 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 Contractor modifications at road junctions to leave the entrance as it was before use, or as agreed at the time of improvement.
  4. Close all roads which were closed previously, using prior existing methodology.

**T-8420      Cutting Roadway Vegetation**

DESCRIPTION

- 1.1 This work includes removal of brush, trees and other vegetative growth from within the clearing limits. This may include brush mowing of shoulders to prevent larger growth which would inhibit travel in the future.

EQUIPMENT

- 2.1 Equipment use may include farm tractor mounted mowing or brushing equipment. If brushing equipment is required it must be of a size and power to cut off and masticate stems up to four inches in diameter. Larger growth may require hand clearing with a chainsaw or mechanized equipment able to handle larger trees.

REQUIREMENTS

- 3.1 Vegetative matter within the Roadway which impedes vehicular travel, and/or interferes with road maintenance operations, such as surface blading and ditch and culvert cleaning shall be removed. Downed timber meeting utilization standards shall be cut in appropriate lengths and decked in locations where agreed upon and the Traveled Way or sight distances will not be impaired.
- 3.2 Vegetative matter removed from the clearing limits shall be scattered outside the clearing limits at least 6 feet perpendicular to the road surface.
- 3.3 Trim tree branches that extend over the road surface and shoulders to attain a clear height of 14 feet. Trim branches flush with the tree or as close as possible without causing damage or scarring to the bole. Area shall be left neatly trimmed.
- 3.4 Any stump removed shall be placed in an upright position out of the clearing limits.
- 3.5 Area shall not be left in an unsightly condition. The FSR shall have the final say over how the area is left.

**T-8620      Miscellaneous Maintenance**

**DESCRIPTION**

1.1 Maintenance of miscellaneous structures includes cattle guards, gates (this includes all types of closure devices such as logs, rocks, dirt berms, dirt and slash berms, metal gates, etc), signs, and other similar structures that have been previously installed to insure safe and efficient operation of the road.

**MATERIALS**

2.1 Any Materials needed in the maintenance of miscellaneous structures shall be similar in type and quality to the Material in the structure being maintained.

**REQUIREMENTS**

3.1 Cattle guards. Loose rails shall be welded or bolted back in place.

Excess Material carried into the cattle guard shall be removed when drainage is blocked or when it reaches six inches from the bottom of the cattle guard frame. Drainage into and from the cattle guard shall be kept open.

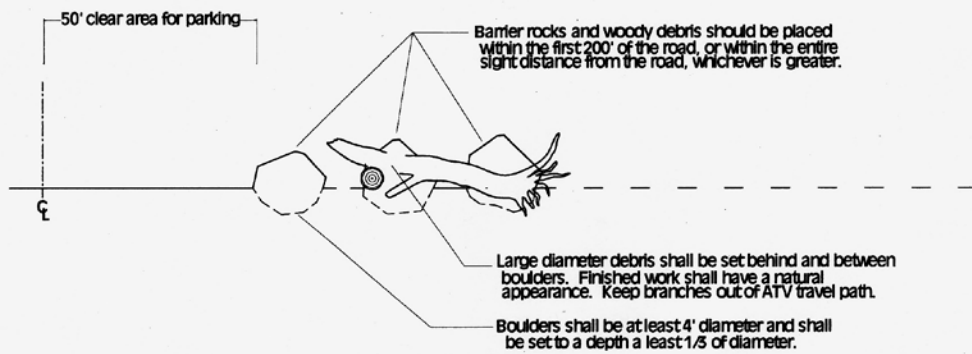
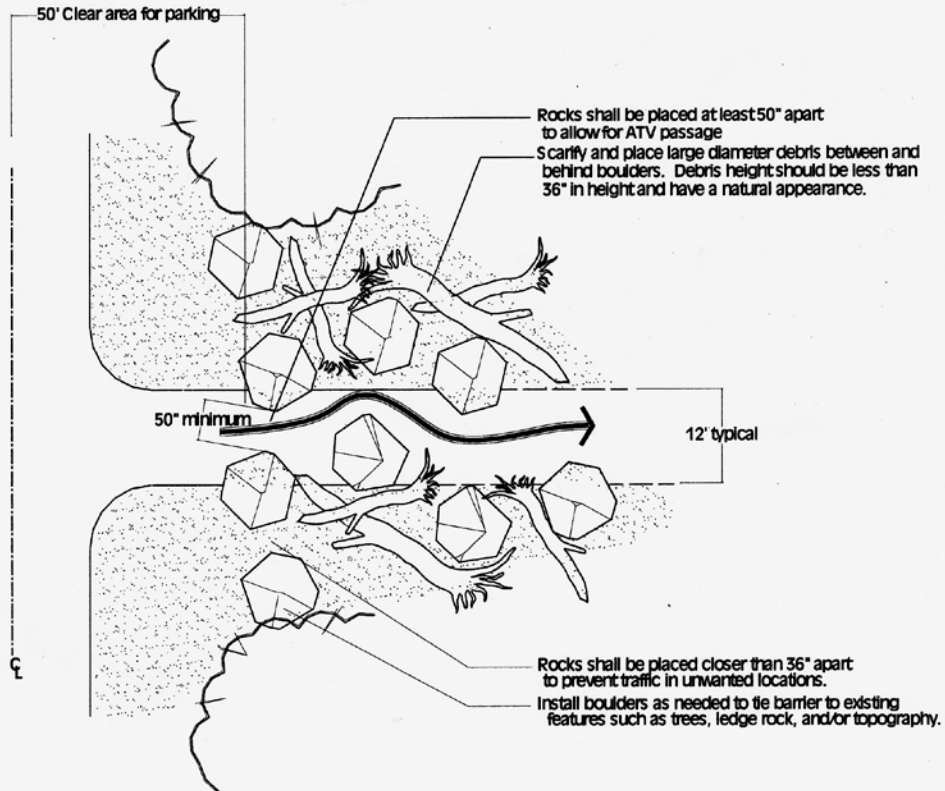
3.2 Gates (and other closure devices). Gates shall be kept in good repair and made to swing easily. Hinges or latches shall be repaired if not operating properly. Brush and debris shall be removed from within the swinging radius. Weathered berms or wood piles shall be reconstructed to a height which discourages use and blocks the road.

3.3 Signs. Any signs needing repair or replacement shall be installed per sign placement detail or MUTCD direction. All roads shall have legible sign numbers. ML 3-5 roads shall have horizontal numbering and ML 1-2 roads shall have vertical numbers. The material used shall be as directed by the Forest Service Representative. All new signs must meet retro reflectivity requirements.

<b>Road Number</b>	<b>Road Name</b>	<b>Location</b>	<b>Remove/Install</b>	<b>Type of Item</b>	<b>Size</b>	<b>Quantity</b>
FR174Q	Dumbell Lake Spur Q	MP 0.13	Install	ATV Closure	N/A	1
FR175A	Silver Island Lake Spur A	MP 0.05	Install	ATV Closure	N/A	1

**ATV road closure for FR175A and FR174Q**

**TYPICAL PLAN VIEW**



**TYPICAL SECTION VIEW**



**KT-FT.3.2# - ROAD MAINTENANCE DEPOSIT SCHEDULE (08/2012)**

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

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

The Required Deposits for Forest Service work in lieu of Contractor performance are **\$1.15** per **CCF** for recurrent maintenance, and **N/A** per **CCF** for deferred maintenance.

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

<b>Deposit Made To</b>	<b>Rate</b>	<b>Unit of Measure</b>
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N/A

**KT-GT.3.1.3# - CUTTING SCHEDULE (06/2009)**

Unless changed by written agreement, only **4** Payment Units may be released for operations at one time, and the sequence of cutting Payment Units shall be: **jointly determined between the Forest Service and the Contractor.**

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

**KT-GT.3.1.4# - OPERATING RESTRICTIONS (06/2009)**

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

Restricted operations/activities:

**1/ In Payment Unit 4, 5, 6, and 9 there will be no harvesting and hauling operations during the period of April 1 thru November 30 due to lowland soil conditions.**

**2/ In Payment Unit 8 there will be no harvesting and hauling operations during the period of April 1 thru June 30 and September 15 thru December 1 due to lowland soil conditions.**

Prohibited operations/activities:

**No decking along FR369**

**KT-GT.6.3# - TEMPORARY ROAD CLOSURE (06/2009)**

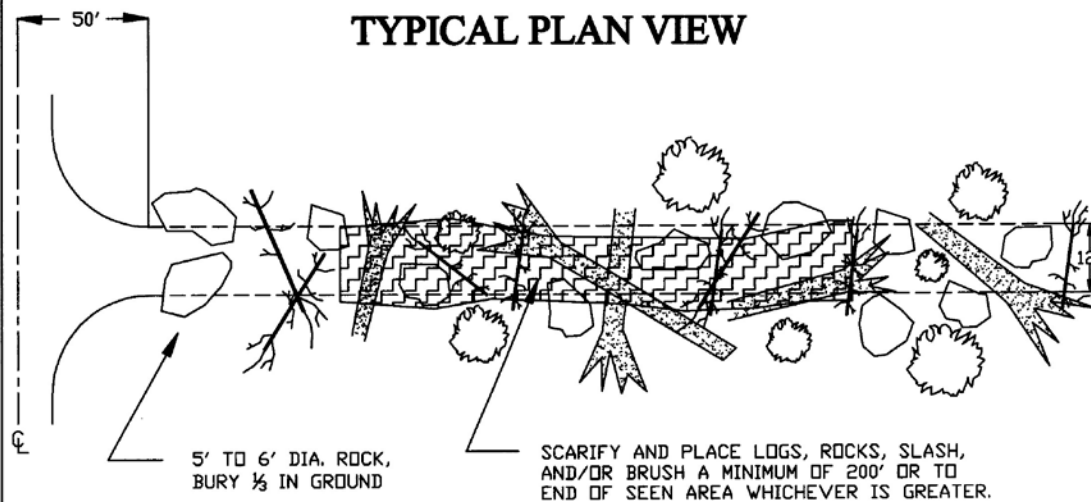
Notwithstanding Standard Provision BT6.63, measures to effectively block temporary roads to normal vehicular traffic shall consist of the following:

**Temporary roads used to access all Payment Units will not be left open and the Contractor shall notify the Forest Service when it is anticipated that they will not be used for more than one year for hauling, harvesting, or mechanical site preparation operations. Upon notification, the Forest Service will temporarily close the roads with a barricade. Within one year, all temporary roads used to access all Payment Units after hauling, harvesting, and mechanical site preparation operations are complete, will be scarified and effectively closed (see diagram on following page) by the Contractor with rocks (embedded 1/3 of their depth), stumps, small balsam and spruce where available nearby (transplanted into road bed), and/or slash randomly placed 50 feet from the road entrance for a minimum distance of 200 feet or to the end of the seen area to ensure that passage does not seem feasible and is not attempted.**

# Road Closure

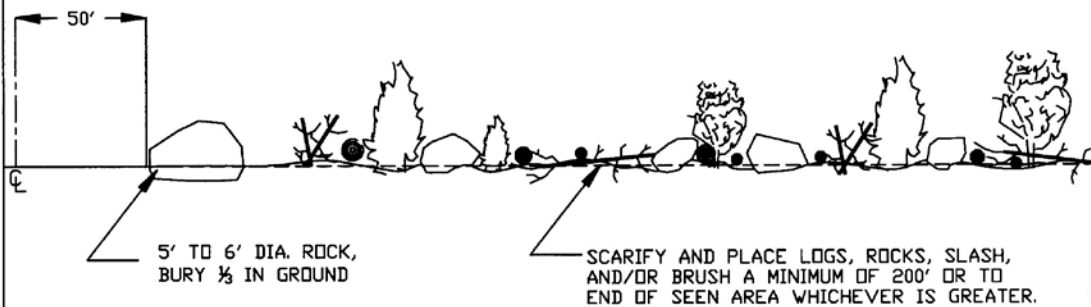
Typical Sections and Details for Temporary Roads that access all **Payment Units**

50' CLEAR AREA  
FOR PARKING



## TYPICAL CROSS SECTION

50' CLEAR AREA  
FOR PARKING



**KT-GT.7# - SLASH DISPOSAL MEASURES (06/2009)**

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

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

Other specific slash disposal requirements are as follows:

1. **In Payment Units 1, 2, 3, 4, 7, 8, and 9 as much as mechanically feasible, all slash generated by the Contractor's operations will be lopped, scattered, and evenly distributed throughout the Payment Unit to a depth not to exceed 3 ft. As much as mechanically feasible, all slash generated by the Contractor's operations will be removed 25 ft from FR 369.**
2. **In Payment Units 5 and 6, concurrent with operations, more than half of the Contractor's slash will be left in compact piles reasonably dirt-free to maximize clean and complete burning, each surrounded by an 8-foot-wide area that has as much of the slash removed as mechanically feasible. Slash piles will be 25 ft away from any standing live trees greater than 5 inches in diameter, unless agreed to by SA. The remaining Contractor's slash will be less than three ft in depth.**

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

**KT-GT.9# - STEWARDSHIP PROJECTS (09/2004)**

Performance of stewardship projects shall be in accordance with the following specifications.

**Stewardship Projects**

N/A

**KT-HT.2 - FIRE PRECAUTIONS (06/2009)**

Unless other methods are agreed to in writing between the Contractor and the Contracting Officer, the following specific precautionary measures are applicable during Contractor's Operations in Fire Precautionary Period as indicated in AT.9:

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

**KT-IT.2.1 - CONTRACT TERM ADJUSTMENT (07/2016)**

"Contract Term Adjustment" (CTA) means adjustment only as provided for in the three circumstances described in this subsection. Under these circumstances, the contract term shall be adjusted in writing to include additional calendar days in one or more normal operating seasons equal to the actual time lost, except as limited by paragraph (2) in this subsection.

To qualify for such adjustment, contractor shall give written notice of the lost time not later than 30 days after the end of the normal operating season in which time was lost and at least 10 days before termination date. Contracting officer shall make prompt written acknowledgment of such notice, indicating concurrence with the number of days in the notice or the number of days the Forest Service considers as qualifying for the adjustment. Lost parts of days shall be disregarded in computing time lost. The three circumstances qualifying for a CTA are:

(1) Contractor experiences delay in starting operations scheduled under GT.3.1 or interruptions in active operations, either of which stops such operations for 10 or more consecutive days during a normal operating season due to causes beyond the contractor's control, including, but not limited to, acts of God, acts of the public enemy, acts of the Government, labor disputes, fires, insurrections, or floods. Operations subject to these causes include:

(i) Removal of the included timber from contract area through curtailment in felling and bucking, yarding, skidding, loading, hauling, or road construction; or

(ii) Performance of stewardship projects shown in AT.4.4.

(2) Causes described in paragraph (1) substantially affect the disposition or processing of included timber during the normal operating season through their effects on primary timber processing facilities, with a resulting delay of 60 days or more in use of such facilities. In such event, the CTA shall not extend for more than 12 consecutive months.

(3) (i) Contracting officer requests the contractor, in writing, to delay or interrupt operations during the normal operating season for any purpose other than suspension under ET.4 or JT.3; or

(ii) Contractor suffers a delay or interruption of the contractor's operations described in paragraph (1) (i) or (ii) because of a fire emergency closure ordered by Forest Service (or another agency on its behalf), and the total of such lost time is 10 or more days during any normal operating season.

If the termination date is adjusted, as described in this subsection, and later extended under IT.2.3, the appraisal for the extension shall be made as of the unadjusted termination date, but the date on which the new rates become effective, if higher than current contract rates immediately prior to the termination date, shall be the adjusted termination date.

**KT-IT.2.1.2 - MARKET-RELATED CONTRACT TERM ADDITION (11/2008)**

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in AT.17. Contractor will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Contractor's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Contractor's written request for a market-related contract term addition before the expiration of this contract.

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

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

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

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

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