

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

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

Species	Product
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 **1, 2, 3, and 14** 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.3.5.2#– 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	balsam fir, spruce, paper birch, aspen	6	N/A
2	balsam fir, spruce, paper birch, aspen, maple	6	N/A
3, 4, 5, 6, 7, 8, 9, 12,	balsam fir, spruce, paper birch, aspen, jack pine	6	N/A
13, 14	balsam fir, spruce, paper birch, aspen, jack pine, maple	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.

KT-CT.3.5.5# - Individual Trees, Cut Tree Marking (06/2009)

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

Payment Unit(s)	Paint Color
10 and 11	Yellow

KT-ET.4 - PAYMENTS NOT RECEIVED (08/2012)

(a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection, Contracting Officer will suspend all or any part of 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-8110		
FR332	MP 3.2	CCRt4	3.2	P	D		

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications			
	From	To		T-8110			
FR332	MP 3.2	CCRt4	3.2	D			

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications			
	From	To		T-8110			
FR332	MP 3.2	CCRt4	3.2	D			

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

SECTION 1. GENERAL

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

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

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

Vat Stewardship

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

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

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

SECTION 2. ROAD MAINTENANCE DEFINITIONS

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

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

Borrow. Select Material taken from designated borrow sites.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

T-8110 Maintenance Blading/Grading

DESCRIPTION

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

EQUIPMENT

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

Road Number	Road Termini - From	Road Termini - To	Equipment Description
FR332	MP 3.2	CCRt4	Motor Grader

REQUIREMENTS

3.1 Maintenance Blading/Grading shall be performed to facilitate traffic and proper drainage before, during, or after Purchaser's use as required by Section 3. Road Maintenance Requirements Schedule.

3.2 The surface blading shall preserve the existing cross-section. Surface irregularities shall be eliminated and the surface left in a smooth, free-draining state needed to facilitate traffic. Surface Course Material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to conserve Surface Material and to provide for a thorough mixing of the Material being worked.

3.3 On aggregate surfaced roads Material generated from back slope Sloughing and ditch cleaning shall not be blended with Surface or Base Course Material unless agreed otherwise

3.4 Roadway back slopes shall not be undercut.

3.5 Drainage Dips and Lead-off Ditches shall be cleaned and maintained to retain the existing line, grade, and cross-section.

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

3.2 Rocks or other Material remaining on the Traveled Way after the final pass that are 4 inches in diameter or larger shall be removed. The unsuitable Material shall be disposed of by side casting unless agreed otherwise. Side casting into streams, lakes, or water courses will not be permitted.

3.3 Material resulting from this activity shall not remain on or in structures, such as Culverts, cattle guards, ditches, bridges, and Drainage Dips.

3.4 Material resulting from this activity, plus any accumulated debris, shall be removed from roadway structures, such as concrete low-water crossings or fords.

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.

Road Number	Type Material	Finished Compacted Thickness Specified	Total Quantity (Tons or cu.yds.)	Compaction Method
FR332	Crushed Aggregate	N/A	200 cu. Yds.	N/A

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

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 **\$0.42 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.

Deposit Made To	Rate	Unit of Measure
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 all Payment Units there will be no harvesting and hauling operations during the period of October 1 thru June 30.

Prohibited operations/activities:

N/A

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, except Payment Unit RD1 and 14, 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, except Payment Unit RD1 and 14, after hauling, harvesting, and piling of slash, 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.

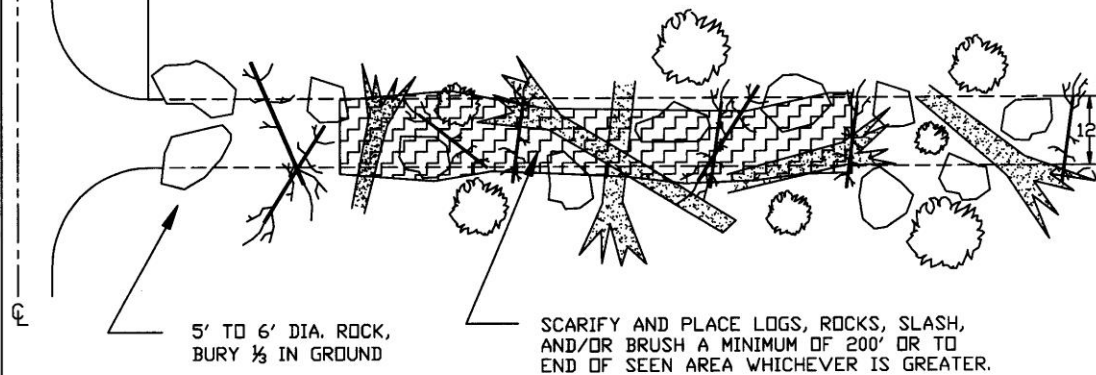
Road Closure

Typical Sections and Details for Temporary Roads that access all Payment Units except RD1 and 14.

50' CLEAR AREA FOR PARKING

50'

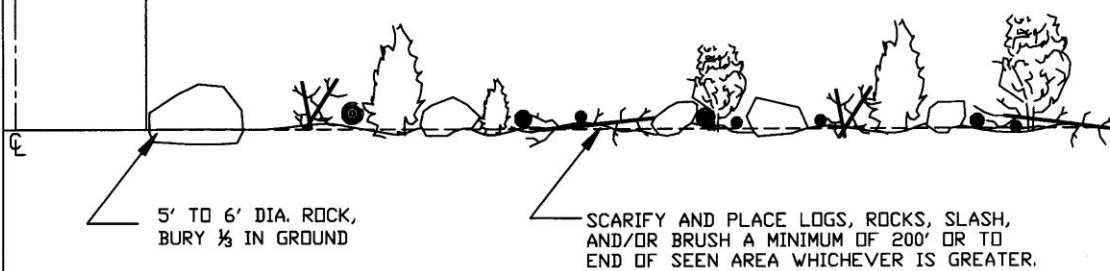
TYPICAL PLAN VIEW



TYPICAL CROSS SECTION

50' CLEAR AREA FOR PARKING

50'



PAGE ____ OF ____

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. All slash left on the landings of Payment Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, concurrent with operations, will be piled in compact piles reasonably dirt-free to maximize clean and complete burning. Piles shall be surrounded by an 8-foot-wide area that has as much of the slash removed as mechanically feasible. Slash piles will be 25 feet away from any standing live trees greater than 5 inches in diameter. Outside of the landings, Contractors slash will be lopped and scattered to a depth not to exceed 3 feet. As much as mechanically feasible, all slash generated by the Contractors operations shall be removed 25 ft away from the snowmobile trails or crushed to a depth of 1 foot or less.**

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.

MANDATORY PROJECTS

The Mandatory Stewardship Projects (MSP1) consists of the following specifications;

Project Number MSP1 (Fuels Reduction/Piling Slash)

Concurrent with harvest operations, more than 90% of the Contractor's slash from harvest 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 area consists of approximately 74.3 acres. The remaining Contractor's slash will be less than three ft in depth.

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.2.1.2 - 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.

Vat Stewardship

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.