

Contract Name: DMR Stewardship

KT-CT.1.1# - TIMBER SUBJECT TO AGREEMENT (09/2004)

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

Species	Product
<hr/>	
All Species Landing/grapple	PiGrn Bio Cv
All Species standing trees	Grn Bio Cv

that shall be Included Timber upon written agreement.

KT-CT.3.5.7# - INDIVIDUAL TREE DESIGNATION (OPTION 1) (06/2008)

All Sée Page 43A.

\_which meet the minimum tree diameter stated in AT.2 are designated for cutting. Additional timber to be cut, if any, will be designated for cutting in accordance with CT.3.7.

Leave trees, Marked with Orange, or identified by N/A, are not to be cut, unless designated by the Forest Service.

Table Pursuant to KT-CT.3.5.7# INDIVIDUAL TREE DESIGNATION (OPTION 1) (06/2008)

<u>Payment Units</u>	<u>Designation</u>	<u>Description of Included Timber</u>
4-26	LTM	ALL live trees less than 21.0 inches DBH not Marked with orange paint above and below stump height
27 and 28	DXD	All live lodgepole pines less than 21.0 inches DBH not Marked with orange paint above and below stump height, and all ponderosa pines Marked with blue paint above and below stump height
1 and 2	ITM	All trees Marked with blue paint above and below stump height
3	DXD	All trees Marked with blue paint above and below stump height, and any live lodgepole pines less than 21.0 inches DBH

**ALL GREEN TRACER PAINT SHALL BE INGORED**

Contract Name: DMR Stewardship

KT-ET.2.2 - CHANGES IN STEWARDSHIP CREDITS (06/2008)

The Contracting Officer may at any time, by written order, make changes within the general scope of this contract in any one or more of the following:

- (1) Specifications for Stewardship Projects listed in KT-GT.9#.
- (2) Quantities of Stewardship Projects listed in AT.4.4.
- (3) Prices for Stewardship Projects listed in AT.4.4.
- (4) Place of performance of the Stewardship Projects as shown on the Contract Area Map.

If a written change order causes an increase in the time required for performing any part of the work under this contract, the Contracting Officer shall make an adjustment in the Contract Termination Date and shall modify the contract accordingly.

The Contractor must assert their right to equitable adjustments under this provision within 30 days from receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before contract closure.

If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

Failure to agree to an adjustment under this provision shall be considered a dispute under JT.2. However, nothing in this provision shall excuse the Contractor from proceeding with the contract as changed.

In addition, by written modification of the contract, new Stewardship Projects may be added to KT-GT.9# and AT.4.4, with or without expanding the Contract Area, as long as they are within the general scope of this contract.

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.

Contract Name: DMR Stewardship

KT-FT.1.2# - USE OF ROADS BY CONTRACTOR (09/2004)

Contractor's use of existing roads identified on Contract Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

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

Roads coded A will be signed by 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:

**See Restricted Road List Table.**

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

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

Roads coded A will be signed by Forest Service to inform the public of use restrictions. 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		
All Roads	N/A	As Designated		R	All operations are restricted to Green Dot roads during the current restriction period described for the Walker Rim Cooperative Travel Management Area.

**Title and Date of Governing Road Rules Document:**

Deschutes National Forest  
Commercial Road Rules

June, 2009  
Effective Date

Contract Name: DMR Stewardship

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

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

**See Contract Road Maintenance Requirements Summary Table.**

KT-FT.3.1# - ROAD MAINTENANCE REQUIREMENTS. (9/04) Contractor shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

**Contract Road Maintenance Requirements Summary**

Road	Termini		Mile s	Applicable Prehaul Road Maintenance Specifications										
	From	To		T-803	T-811	T-831	T-832	T-834	T-836	T-838	T-839	T-851	T-854	T-891
9407	9407360	9768	2.11	P	P							P	P	P
9407360	9407	End	1.23	P		P		P			P		P	P
9407460	9407	Unit 25	0.48	P		P		P			P		P	P
9756200	9756270	9756260	0.25	P		P		P			P		P	P
9756260	9756200	9765	0.40	P		P	P	P		P			P	P
9756270	9756200	9765	0.90	P		P		P			P		P	P
9760	9765	9768	3.73	P	P							P	P	P
9760310	9760	9760	1.04	P		P		P			P		P	P
9760340	9760	Unit 17	1.39	P		P		P			P		P	P
9760360	9760	9760400	2.20	P		P	P	P		P			P	P
9760368	9760360	9768012	0.19	P		P		P			P		P	P
9765	Unit 24	9760	1.20	P	P							P	P	P
9765760	Unit 21	9768480	0.21	P		P		P			P		P	P
9768	US 97	9407	8.56	P	P							P	P	P
9768012	9768	9765	3.86	P		P	P	P		P			P	P
9768390	9768012	Unit 26	1.11	P		P		P			P		P	P
9768400	9768	9765	4.71	P		P	P	P	P				P	P
9768405	9768400	Unit 26	0.10	P		P		P			P		P	P
9768409	9768400	Unit 9	0.52	P		P		P			P		P	P
9768425	9768400	Unit 21	0.94	P		P		P			P		P	P
9768450	9768400	Unit 21	0.64	P		P		P			P		P	P
9768457	9768400	Unit 21	0.60	P		P		P			P		P	P
6768470	9768400	9768478	0.74	P		P	P	P		P			P	P
9768478	9768400	9768480	0.30	P		P		P			P		P	P
9768479	9768470	9768480	0.68	P		P		P			P		P	P
9768480	9768400	Unit 21	0.63	P		P		P			P		P	P
9768600	9768	9768650	0.65	P		P	P	P	P				P	P
9768650	9768600	9768600	1.50	P		P		P			P		P	P
9768700	9768	Unit 6	0.41	P		P		P			P		P	P
9768750	9768	Unit 5	0.27	P		P		P			P		P	P
9768900	9768	Unit 4	0.70	P		P		P			P		P	P
9768920	9768900	Unit 4	0.19	P		P		P			P		P	P
9768990	9768	Unit 3	0.31	P		P		P			P		P	P

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

Road	Termini		Mile s	Applicable During Haul Road Maintenance Specifications										
	From	To		T-803	T-811	T-812	T-831	T-832	T-834	T-836	T-838	T-839	T-851	T-891
9407	9407360	9768	2.11	P	P	P							P	P
9407360	9407	End	1.23	P		P	P		P			P		P
9407460	9407	Unit 25	0.48	P		P	P		P			P		P
9756200	9756270	9756260	0.25	P		P	P		P			P		P
9756260	9756200	9765	0.40	P		P	P	P	P		P			P
9756270	9756200	9765	0.90	P		P	P		P			P		P
9760	9765	9768	3.73	P	P	P							P	P
9760310	9760	9760	1.04	P		P	P		P			P		P
9760340	9760	Unit 17	1.39	P		P	P		P			P		P
9760360	9760	9760400	2.20	P		P	P	P	P		P			P
9760368	9760360	9768012	0.19	P		P	P		P			P		P
9765	Unit 24	9760	1.20	P	P	P							P	P
9765760	Unit 21	9768480	0.21	P		P	P		P			P		P
9768	US 97	9407	8.56	P	P	P							P	P
9768012	9768	9765	3.86	P		P	P	P	P		P			P
9768390	9768012	Unit 26	1.11	P		P	P		P			P		P
9768400	9768	9765	4.71	P		P	P	P	P	P				P
9768405	9768400	Unit 26	0.10	P		P	P		P			P		P
9768409	9768400	Unit 9	0.52	P		P	P		P			P		P
9768425	9768400	Unit 21	0.94	P		P	P		P			P		P
9768450	9768400	Unit 21	0.64	P		P	P		P			P		P
9768457	9768400	Unit 21	0.60	P		P	P		P			P		P
6768470	9768400	9768478	0.74	P		P	P	P	P		P			P
9768478	9768400	9768480	0.30	P		P	P		P			P		P
9768479	9768470	9768480	0.68	P		P	P		P			P		P
9768480	9768400	Unit 21	0.63	P		P	P		P			P		P
9768600	9768	9768650	0.65	P		P	P	P	P	P				P
9768650	9768600	9768600	1.50	P		P	P		P			P		P
9768700	9768	Unit 6	0.41	P		P	P		P			P		P
9768750	9768	Unit 5	0.27	P		P	P		P			P		P
9768900	9768	Unit 4	0.70	P		P	P		P			P		P
9768920	9768900	Unit 4	0.19	P		P	P		P			P		P
9768990	9768	Unit 3	0.31	P		P	P		P			P		P

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

Road	Termini		Mile s	Applicable Post Haul Road Maintenance Specifications								
	From	To		T-811	T-835	T-836	T-838	T-839	T-891			
9407	9407360	9768	2.11	P					P			
9407360	9407	End	1.23		P			P	P			
9407460	9407	Unit 25	0.48		P			P	P			
9756200	9756270	9756260	0.25		P			P	P			
9756260	9756200	9765	0.40				P		P			
9756270	9756200	9765	0.90		P			P	P			
9760	9765	9768	3.73	P					P			
9760310	9760	9760	1.04		P			P	P			
9760340	9760	Unit 17	1.39		P			P	P			
9760360	9760	9760400	2.20				P		P			
9760368	9760360	9768012	0.19		P			P	P			
9765	Unit 24	9760	1.20	P					P			
9765760	Unit 21	9768480	0.21		P			P	P			
9768	US 97	9407	8.56	P					P			
9768012	9768	9765	3.86				P		P			
9768390	9768012	Unit 26	1.11		P			P	P			
9768400	9768	9765	4.71			P			P			
9768405	9768400	Unit 26	0.10		P			P	P			
9768409	9768400	Unit 9	0.52		P			P	P			
9768425	9768400	Unit 21	0.94		P			P	P			
9768450	9768400	Unit 21	0.64		P			P	P			
9768457	9768400	Unit 21	0.60		P			P	P			
9768470	9768400	9768478	0.74				P		P			
9768478	9768400	9768480	0.30		P			P	P			
9768479	9768470	9768480	0.68		P			P	P			
9768480	9768400	Unit 21	0.63		P			P	P			
9768600	9768	9768650	0.65			P			P			
9768650	9768600	9768600	1.50		P			P	P			
9768700	9768	Unit 6	0.41		P			P	P			
9768750	9768	Unit 5	0.27		P			P	P			
9768900	9768	Unit 4	0.70		P			P	P			
9768920	9768900	Unit 4	0.19		P			P	P			
9768990	9768	Unit 3	0.31		P			P	P			

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

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION TABLE PURSUANT TO  
 KT-FT.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/2004)

1 Road No. and Termini	2 Special Project Specifi- cation	3 Travel Way		4 Brush And Log Out	5 Surfacing	6 Dust Abatement		7 Seasonal Mainte- nance	8 Snow Removal	9 Post Haul	
		Width	X Slope			Comp	Product			Rate	Width
9407 9407360 - 9768	T-803-01F T-812-01F T-891-01F	EX	AI	A	2 Ft. Lt. and Rt.	OPT		EX	TS		PR
9407360 9407 - End	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F				T-839	OPT		EX	TS	P	
9407460 9407 - Unit 25	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F				T-839	OPT		EX	TS	P	
9756200 9756270 - 9756260	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F				T-839	OPT		EX	TS		P
9756260 9756200 - 9765	T-803-01F T-812-01F T-832-01F T-834-01F T-891-01F				T-838	OPT		EX	TS		P
9756270 9756200 - 9765	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F				T-839	OPT		EX	TS	P	
9760 9765 - 9768	T-803-01F T-812-01F T-891-01F	EX	AI	A	2 Ft. Lt. and Rt.	OPT		EX	TS		P





ROAD MAINTENANCE REQUIREMENTS SPECIFICATION TABLE PURSUANT TO  
 KT-FT.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/2004)

1	2	3	4	5	6		7	8		9	
					Dust Abatement			Snow Removal	Post Haul		
Road No. and Termini	Special Project Specification	Travel Way X Width/Slope	Brush And Log Out	Surfacing	Product	Applic Rate	Width	Seasonal Maintenance	Snow Removal	Block	Treat
9758457 9758400 - Unit 21	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F		T-839		OPT		EX	W	TS	P	
9768470 9768400 - 9768478	T-803-01F T-812-01F T-832-01F T-834-01F T-891-01F		T-838		OPT		EX	W	TS		P
9768478 9768400 - 9768480	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F		T-839		OPT		EX	W	TS	P	
9768479 9768470 - 9768480	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F		T-839		OPT		EX	W	TS		P
9768480 9768400 - Unit 21	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F		T-839		OPT		EX	W	TS		P
9768600 9768 - 9768650	T-803-01F T-812-01F T-832-01F T-834-01F T-891-01F		T-836		OPT		EX	W	TS		P
9768650 9768600 - 9768600	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F		T-839		OPT		EX	W	TS	P	



ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO  
KT-FT.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/2004)

Column No.	Heading	Entry	Explanation
	Any	Blank	Except as otherwise described, no entry indicates Contractor is not authorized or required to perform the work item(s).
	Any	RC	This work requirement applies only when haul of project related construction materials occurs.
2	Special Project Specification	Number	Entry indicates Special Project Specification which applies.
3	Travel Way	EX	Contractor shall maintain the traveled way to the width existing upon entry, or at the completion of Specified Road work.
		Numbers	Contractor shall maintain the traveled way to the standard width indicated by the entry, plus curve widening, in accordance with Section T-811. If required, the road template shall be shaped to this width and to the designated cross slope before haul and during recurring maintenance.
		IS, C, OS, F, or AI	Cross slopes are designated as: IS (Inslope), C (Crown), OS (Outslope), F (Flat), AI (As Is).
		A or B	If compaction is required.
4	Brush and Log Out	Numeric & R and or L	Contractor shall remove brush for specified width on either or both the right (R) side or left (L) side of road.
		As Staked	Limits of brushing are as staked or marked in the field.
		OPT	Contractor may use hand or mechanical means of brushing.
		H	Only hand brushing may be used.

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO  
 KT-FT.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/2004)

Column No.	Heading	Entry	Explanation
5	Surfacing	Aggregate Grading	Contractor shall place surfacing on roads listed according to the grading indicated.
		D	Contractor is to make deposits for listed road maintenance, including surface rock replacement.
6	Dust Abatement	OPT	Product selection is Contractor's choice from those listed in Section T-812.
		Product Abbr.	Unless otherwise agreed, Contractor is restricted to product listed corresponding to the abbreviation shown in Section T-812; (i.e., LigS = Lignon Sulfonate) Application rates are estimated amounts.
		EX	Contractor shall abate dust on the existing width
		Numbers	Contractor shall abate dust to the width indicated by entry.
7	Seasonal Maintenance	W	Waterbars and/or crossditching shall be required prior to expected seasonal precipitation.
		B	Entrance barriers shall be installed by Contractor prior to nonuse periods.
8	Snow Removal	TS	Snowplowing authorized for Contractor's Operations without recreation access being provided per Section T-803 requirements.
		JU	Snowplowing authorized, but must provide for recreation joint use per Section T-803 requirements.
		Blank	Snowplowing is not authorized. Forest Service may authorize plowing by permit when not in conflict with other uses.
9	Post Haul	P	P denotes that work is Contractor's Responsibility to perform.

Contract Name: DMR Stewardship

KT-FT.3.2# - ROAD MAINTENANCE DEPOSIT SCHEDULE (09/2004)

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

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

The Required Deposits for Forest Service work in lieu of Contractor performance and for deferred maintenance is: \$.67 per CCF.

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.2.4# - SITE SPECIFIC SPECIAL PROTECTION MEASURES (09/2004)

Special protection measures needed to protect known areas identified on Sale Area Map or on the ground include:

Cultural Resource Protection Measures: No Logging Operations of any kind, No Hauling, No Pickup truck access is allowed in SMA areas. If there is a Forest Service System Road that is currently open it may be used for haul by agreement by the FS.

Wildlife and Botanical Protection Measures: No Logging Operations of any kind, No Hauling, No Pickup truck access is allowed in SMA areas. If there is a Forest Service System Road that is currently open it may be used for haul by agreement by the FS.

Unit 25 any constructed piles must be placed outside of the orange flagged Riparian vegetation. Riparian vegetation consists primarily of sedges and rushes.

Cave Resource Protection Measures: N/A

Contract Name: DMR Stewardship

KT-GT.3.1.5# - PROJECT OPERATION SCHEDULE (05/2005)

Unless otherwise agreed to between Contractor and Forest Service, Contractor's Operations shall be performed in accordance with the following schedule.

**See attached schedule.**

SCHEDULE PURSUANT TO KT-GT.3.1.5# - PROJECT OPERATION SCHEDULE.  
(05/2005)

<u>Payment Unit</u>	<u>Operating Conditions</u>	<u>Purpose</u>
6,13,14,15	No operations are permitted from May 1 through June 30.	To avoid disturbance to mule deer fawning and elk calving.
7	No operations permitted three (3) days prior to the Eastern Oregon Controlled Buck Deer Season and continuing until the termination of the Eastern Oregon Controlled Buck Deer Season as designated in the current Oregon Big Game Regulations	To avoid two week rifle season.
All	All operations are restricted to green dot roads during the Eastern Oregon controlled Buck deer Season as designated in the current Oregon Big Game Regulations	During deer rifle hunting season, all operations associated with timber harvest would honor agreements with the green dot system and access management restrictions for motorized vehicles

Waivers of the fawning/calving restriction may be possible if animals are not in the area. Contractor may request waivers by submitting a proposed annual operating schedule by April 1st, annually to allow the Forest Service to conduct required wildlife surveys and determine the results of the survey.

Contract Name: DMR Stewardship

KT-GT.4.0.5 - ALTERNATE REMOVAL OF INCLUDED TIMBER (05/2005)

Contractor and Forest Service may agree to alternate removal requirements of Included Timber contained in AT.2. Alternate removal requirements are to be set forth in an agreement signed by both Contractor and Contracting Officer. The terms of the agreement binds both parties and becomes part of the stewardship contract.

The development and execution of the agreement is based upon the determination by the Contracting Officer that removal of Included Timber is economically impractical if Contractor has no ready market for such logs in the tributary area. A tributary area is defined as the area in which the Contractor and competitors regularly deliver saw logs, or 200 miles from the Contract Area, whichever distance is greater.

The agreement for alternate removal requirements shall be executed prior to removing any timber from the Payment Units included in the agreement. Alternate removal requirements shall apply only to whole units and not to portions of units. All material meeting alternate removal specifications shall be cut and removed to locations designated in the agreement.

Volumes of material with alternate removal requirements will be determined from the National Cruise report for the project. Contractor will be charged for the following:

- a) stumpage value at current contract rates of the alternatively removed timber;
- b) plus the cost of other work required by the Forest Service to dispose of alternatively removed material;
- c) plus the difference between the appraised transportation cost of the Sawtimber and/or Nonsawtimber material involved and the appraised transportation cost of the alternative;
- d) minus any work required to be completed by the Contractor associated with alternate removal requirements.

Charges will be debited to the Contractor's Integrated Resource Account.

Upon acceptance of the alternate removal requirements, the Payment Unit will be removed from the Contract Area under GT.3.6.

Title to material included in the alternate removal agreement shall remain with the Forest Service.

KT-GT.4.1# - SPECIFIC REQUIREMENTS (05/2005)

Notwithstanding GT.4.1, GT.4.1.1, GT.5 and GT.6.1, felling objectives shall be accomplished by the type of felling methods and equipment listed herein. Methods or equipment other than those specified may be approved. For Payment Units shown in the following table, Contractor shall submit a cutting plan for Forest Service acceptance, prior to the start of felling operations.

**See attached Table.**

TABLE PURSUANT TO KT-GT.4.1# - SPECIFIC REQUIREMENTS (1/00)

<u>FELLING METHODS</u>	Payment Unit
If included in your Technical Proposal and accepted by the Forest Service, mechanized felling equipment will be allowed limited off trail operations, as approved by the Forest Service.	ALL
No mechanized harvest on slopes over 30%, unless the slope is less than 100 feet long, equipment will be allowed to make one pass out and one pass back to harvest.	ALL
If included in your Technical Proposal and accepted by the Forest Service, mechanized felling equipment will be limited to a boom shear or saw with a minimum 20 foot reach from equipment center point.	ALL

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KT-GT.4.2# - YARDING/SKIDDING REQUIREMENTS (05/2005)

Contractor shall submit for Forest Service approval a Yarding/Skidding Plan prior to the start of felling operations. Requirements other than those specified in the following table may be approved. When appropriate, such approval shall include adjustments in Current Contract Rates and revision of the Contract Area Map. In no such case shall the adjustments result in Current Contract Rates less than Base Rates.

Location of all skid roads and trails, tractor roads, skyline corridors, mechanized harvester trails, forwarder roads, and other log skidding facilities, shall be approved prior to their use or construction.

**See attached table for requirements.**

TABLE PURSUANT TO KT-GT.4.2# - YARDING/SKIDDING REQUIREMENTS (05/2005)

<u>Yarding &amp; Skidding Requirements</u>	Payment Unit
Ground based equipment required.	All
Leading end of log shall be suspended while skidding on skid roads/trails.	ALL
Skidding equipment is restricted to approved skid roads/trails.	ALL
Distance between skid roads/trails shall be an average of 100 feet apart.	ALL
No Logging Operations of any kind, No Hauling, No Pickup truck access is allowed in SMA areas identified on the ground and shown on the Contract Area Map. If there is a Forest Service System Road that is currently open it may be used for haul by agreement by the FS.	ALL
Use existing skid trails and landings when possible.	ALL

KT-GT.6.0# - EROSION CONTROL AND SOIL TREATMENT BY CONTRACTOR (04/2014)

Erosion prevention and control work required by GT.6, shall be completed within 15 calendar days after yarding/skidding operations related to each landing are substantially completed or after Forest Service designation on the ground of work where such designation is required hereunder. Said time limit shall be exclusive of full days lost in Contractor's Operations due to causes beyond Contractor's control. Such on the ground designation shall be done as promptly as feasible unless it is agreed that the location of such work can be established without marking on the ground. After September 15, and as long thereafter as operations continue, the work shall be done as promptly as practicable. Damage resulting from Contractor's Operations due to failure to perform required work shall be repaired by Contractor.

On slopes greater than 30 percent, erosion control measures will be done with methods other than mechanized equipment, unless otherwise agreed.

Where soil has been disturbed or displaced on Contract Area by Contractor's Operations and where measures described in GT.6 will not result in satisfactory erosion control or where subsoiling is shown on Contract Area Map, the following shall be performed. If applicable, timing of the work shall be coordinated with required scarification or subsoiling.

(a) Where staked or otherwise marked on the ground by Forest Service, seed, fertilizer, and mulch will be applied as indicated in the attached seeding, fertilizing, and mulching schedule. All applications shall be current and done during the period from March to November, unless otherwise agreed to. Applications shall be done only during favorable conditions. If Contractor and Forest Service agree, seed can be applied and covered within 10 days of ground disturbance, and may be done outside the required periods.

(b) Where shown on Contract Area Map, landings, Temporary Roads and/or skidtrails/roads shall be scarified to a depth of 20 inches to provide a seedbed for grass seed, fertilizer, and mulch. Seed, fertilizer, and mulch shall be spread evenly at the rates shown in the table. When the seed, fertilizer, and mulch are applied in separate operations, the second or third operations shall be within 10 days of the first or second.

(c) Where shown on Contract Area Map, landings, Temporary Roads, and skid trails/roads used by Contractor shall be subsoiled to a minimum depth of 20 inches, except that Forest Service may agree to lesser depths. Each subsoiler shank shall be equipped with a shoe and wings which has a total width of at least 18 inches. The design of the shank and wings will be such that the treated, compacted soil is slightly lifted and well-fractured rather than plowed, mixed, or displaced. The distance between subsoiler shank passes shall not exceed 36 inches. Treated areas shall span the total width of compaction. Subsoiling shall be kept reasonably current and shall be done during Normal Operating Season unless otherwise agreed.

(d) When agreed to, Contractor may use alternate methods of erosion control.

Seed shall meet current Forest Service requirements, with the additional requirement that no 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" publication will be used (commonly referred to as the "all states" noxious weed seed list). Seed shall be furnished separately or in mixture in standard containers clearly marked with: (1) seed name; (2) lot number; (3) net weight; (4) percentages of purity and of germination (in case of legumes, percentage of germination to include hard seed); (5) percentage of weed seed content; and (6) certification that no noxious weed seeds in excess of established state standards are present. The contractor shall 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 Analysis 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 date of application. This certificate shall include (1) name and address of

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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.

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 by the government.

(e) Contractor may be required to seed areas disturbed by harvest activities to prevent the spread of noxious weeds, or the establishment of new areas.

**See attached application schedule.**

APPLICATION SCHEDULE PURSUANT TO KT-GT.6.0# - EROSION CONTROL AND SOIL TREATMENT BY  
 CONTRACTOR (04/2014)

PAYMENT UNIT OR UNIT NUMBER	AREAS A) SKID TRAILS B) FIRELINES C) TEMP. ROADS D) LANDINGS E) OTHER	SEED		FERTILIZER		MULCH	
		APPLICATION		APPLICATION		APPLICATION	
		SPECIES <u>1/</u> MIXTURE	LBS/AC	TYPE <u>2/</u>	LBS/AC	TYPE <u>3/</u>	LBS/AC
All	A, D	Festuca Idahoensis	18				
		Elymus Elmoides	18				
		Achillea Millefoli um	18				

The Contractor will be required to pay a co-op deposit of \$0.04/CCF for the cultivation and harvest of replacement seed of native species for use on future contracts.

1/ For projects in Oregon, the seed shall meet the State certification specifications. Seed must be packaged in containers carrying official certification labels sewn in, glued to, or printed upon the container, with the following information:

1. Variety (if certified as to variety) and kind.
2. Quantity of seed (pounds or bushels).
3. Class of certified seed (blue tags for certified seed).
4. Inspection or lot number traceable to the certifying agency's records.

For projects in Washington, the seed shall be labeled as "Prohibited and Restricted Noxious Weed Free for the State of Washington." The Contractor shall furnish a copy of the seed analysis.

For state of California lands in Region 6, seed must be certified by the state of California, or by an independent agency or company that is approved by the state of California for "prohibited and restricted noxious weed free for the state of California."

For mixtures of seed, each ingredient in excess of 5 percent must be listed with its percentage by weight and its germination percentage.

Legumes must be inoculated with nitrogen fixing bacteria before planting. The label must show the expiration date of the inoculant.

All seed treated with a fungicide or pesticide must be labeled that it is "treated" giving the name of the chemical used, and an appropriate warning or a caution statement.

2/ Fertilizer shall be a standard commercial fertilizer with guaranteed analysis of contents clearly marked on containers.

3/ Mulch shall meet the appropriate State's certification specifications, with evidence of its certification traceable to the certifying agency's records.

KT-GT.7 - SLASH DISPOSAL (06/2008)

As used in the following Subsections, the term "slash" is vegetative debris including, but not limited to, cull logs, blasted or pushed-out stumps, chunks, broken tops, limbs, branches, rotten wood, damaged brush, damaged or destroyed reproduction, saplings or poles, resulting from Contractor's Operations, including construction of roads or other improvements under this contract. Slash resulting from the construction of Specified Roads shall be disposed of as provided for in Section 201 of the Standard and Special Specifications and as shown in Drawings.

Any burning of slash or refuse by Contractor is subject to KT-HT.2.0.1.

Forest Service may enter into a written agreement with Contractor for the Contractor to remove slash from landings, subject to DT.4.1. Brush disposal deposits paid by the Contractor for the Forest Service to burn landing piles will be credited to the Contractor's integrated resource account in the amount shown in the brush disposal plan, less the amount needed by the Forest Service for final cleanup of the landings following removal of the landing slash piles by the Contractor. The credit will be made following the final removal of all Included Timber, and slash piles, from the Contract Area.

KT-GT.7.4.2# - SLASH TREATMENT REQUIREMENTS (OPTION 2) (06/2010)

Contractor shall pile, burn, yard, construct firelines or otherwise treat slash defined in KT-GT.7, within designated areas. Work required of Contractor shall be in accordance with the following slash plan and specifications, and the Contract Area Map.

**See following slash plan and specifications.**

SPECIFICATIONS PURSUANT TO KT-GT.7.4.2# (OPTION 2) - SLASH TREATMENT  
REQUIREMENTS (06/2008)

**Slash Plans and Specifications for Piling Landings, Whole Tree Yarding,  
and Leave Tops Attached Yarding**

**1. Slash to be Piled and/or Decked**

- a. Slash resulting from the construction of landings and temporary roads, and slash accumulated on the landings from the logging operation shall be piled and/or decked. Partially pushed out stumps are considered to be included as pushed out stumps in the KT-GT.7 definition of Slash.
- b. Slash resulting from operations that accumulates throughout the cut area, when directed by the Forest Service (FS), shall be piled in the center of the skid trail by hand or mechanical grapple in locations designated by the FS, for burning by the FS. Use of a tractor or skidder for piling is not permitted unless approved in advance by the FS.
- c. All Pieces meeting Grn Bio Cv specifications and longer than 4.0 feet and a small end diameter of 3 inches shall be placed in separate pile(s). The pieces in the pile shall be placed parallel to each other similar to log decks, and placed where shifting and rolling will not occur. Unless otherwise agreed, these piles shall be no higher than 6 feet.
- d. Slash created in this operation which lies outside the posted cutting area is not required to be piled unless within a landing or temporary road. However, such slash shall be pulled inside the posted cutting area boundary.
- e. Chips created and not removed from chipping operations on the landings are to be scattered across the entire area of the landings to a depth of no more than 3".

**2. Construction and Location of Piles and/or Decks**

- a. Slash piles shall be located at least 25 feet from the crown or drip line of any dead or live tree or equal-distance between standing dead or live trees, whichever is greater. These piles shall be minimum of 6 feet in height and 12 feet in diameter, if sufficient slash is available.
- b. All piles shall be compact and free of dirt and rocks.
- c. All material extending beyond the general contour of the piled slash shall be trimmed off and added to the pile.
- d. Piles as defined in Section 1, Subsection C, shall be located in agreed upon openings near the landing area adjacent to the road system, and be located at least 20 feet away from the piles created in Section 2, Subsection A. These piles can be placed adjacent to standing trees.

**3. Equipment Requirements**

- a. Machines used for piling slash shall be approved by the Forest Service.

SPECIFICATIONS PURSUANT TO KT-GT.7.4.2# (OPTION 2) - SLASH TREATMENT  
REQUIREMENTS (06/2008)

Slash Plans and Specifications for Piling Landings, Whole Tree Yarding,  
and Leave Tops Attached Yarding

1. Whole Tree Yarding:

All trees meeting Utilization Standards which are less than 60 feet in length are required to be Whole Tree Yarded to the landing. Any portions of live trees which break during falling or yarding, and are 6 feet or more in length with a small end diameter of 3 inches shall be yarded to the landing.

2. Leave Top Attached Yarding:

All trees meeting Utilization Standards which are 60 feet in length and greater are required to have tops and limbs attached to the last log while being yarded to the landing. Any portions of live trees which break and/or cut during felling or yarding, and are 6 feet or more in length shall be yarded to the landing.

3. Disposal of Yarded Material

Tops and branches yarded to the landing shall be considered landir slash and piled accordingly.

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KT-GT.8 - MEASURING (05/2005)

The estimated quantity of timber in AT.2 was determined in advance of advertisement. Any timber subsequently added or deleted under CT.1.3, CT.1.4, CT.1.5, CT.3.1, CT.3.2, CT.3.3, CT.3.4, CT.3.5, or CT.3.7 will be measured by the Forest Service and formulated using Forest Service Handbook 2409.12, Timber Cruising Handbook Standards, unless otherwise agreed to in writing.

KT-GT.8.1.1 - ACCOUNTABILITY (05/2005)

The following requirements are applicable to product removal permits:

1. Forest Service will issue to Contractor or designated representative(s) serially numbered Product Removal Permit Books for use only on this contract. Product Removal Permit Books, whether used or unused, shall be returned to issuing Forest Service Office in accordance with instructions contained on cover of each book.

2. All permits shall be completed and attached to load by an individual named in writing, other than the truck driver in accordance with the instructions on the inside cover of the Product Removal Permit Book. Product Removal Permit will be attached prior to removal from the immediate vicinity where loading is done. The permit will remain attached until the load is decked at the delivery point.

3. Contractor shall require truck drivers to stop when requested by Forest Service for purposes of monitoring accountability when products are in transit. Methods to be used to alert drivers of an impending stop shall be agreed to in advance of hauling products.

KT-GT.8.4 - USE OF PAINT BY CONTRACTOR (OPTION 1) (06/2006)

Notwithstanding GT.8.1, use of paint by the Contractor within the Contract Area in the same color(s) as used by the Forest Service in the preparation of the sale and administration of the contract will be by written approval of the Forest Service.

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

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

**Stewardship Projects**

**ATTACHMENT A**

**Project 001: Mistletoe Tree Removal, Thinning, and Slash Treatment**

**End Result:** Improve stand health by reducing the number of mistletoe trees. Also, treat activity created slash and existing slash to meet 5-9 Tons/acre fuel loading.

**Project Location:** The locations of the work sites are shown on the Contract Area Map. This project work will occur within the boundaries of Payment Units: **5,9,12,15,17,20,21,23,24**

**Thinning Specifications**

**Technical Specifications:**

Remove all dwarf mistletoe-infected trees greater than 6 inches tall and less than the utilization standards stated in AT.2. All cut trees shall be treated to meet required fuel loading.

Thin all remaining trees greater than 6 inches tall and less than the utilization standards stated in AT.2 to a 14 foot average spacing for lodgepole pine, and an 18 foot average spacing for all other species. Species preference is healthy ponderosa pine, sugar pine, Douglas-fir, white fir, and lodgepole pine. All cut trees shall be treated to meet required fuel loading.

**Tree condition/Vigor**

Leave the largest, healthiest, most vigorous, least defective trees available. These are trees with more than 30 percent live crown ratio, dark green foliage, and long needles, with low branch/twig mortality, and the least stem defect (crooks, forks, etc.)

**Cutting Methods**

Listed tree spacing requirements are stand averages. Spacing between individual trees may be plus or minus 50% stated spacing in order to select the best tree. For example an 18 foot average spacing may have individual trees spaced between 12 and 24 feet apart.

All trees other than leave trees shall be cut below the lowest live limb, except when prevented by natural obstacles, in which case live limbs below the cutting point, including those limbs that originated from below the natural ground line, shall be removed.

Trees shall be completely severed from the stump.

Stump height shall not exceed 4 inches above ground level or above natural obstacles. Stumps shall be cut at a 30 degree angle or less.

Cut trees shall be felled away from unit boundaries, roads, established land corners, and other public and private improvements.

Removal of felled trees 4 feet from roads shall be accomplished daily before leaving the work area.

No cut tree shall be left suspended in or leaning against a leave tree or tree outside the unit boundary.

**Upon mutual agreement, slash material may be removed by contractor.**

**Mastication will not be a permitted method in this project.**

**Project Number 002: Wildlife Snag Creation**

**End Result:** Provide habitat for woodpeckers by topping identified Ponderosa Pine wildlife trees.

Payment Unit	Snags to be Created
11	14
12	17
13	20
14	5
15	14
21	3
23	10

**Project Location:** The locations of the work sites are shown on the Contract Area Map. This project work will occur within the boundaries of **Payment Units 11, 12, 13, 14, 15, 21, and 23.**

**Technical Specifications:** Trees marked with double orange bands will be cut as high as safely possible, but below the last live limb. The resulting top shall remain in place and not removed.

**Project Number 003: Aspen Enhancement & Pre-Commercial Thinning, and Slash Treatment**

**End Result:** Remove all small diameter noncommercial sized trees in group openings to enhance aspen regeneration and thin small diameter non-commercial sized trees. Treat activity created slash and existing slash to meet 5-9 Tons/acre fuel loading.

**Project Location:** The locations of the work sites are shown on the Contract Area Map. This project work will occur only within the boundaries of **Payment Unit 6**

**Technical Specifications for Aspen Enhancement group openings only inside Payment Unit 6:** In group openings (4 openings totaling 8 acres) flagged in orange ribbon, remove all conifer species from 6 inches tall and less than utilization standards stated in AT.2.

**Technical Specifications for the area outside the group openings in Payment Unit 6:**

In the remainder of the unit, thin all remaining trees greater than 6 inches tall and less than the utilization standards stated in AT.2 to a 14 foot average spacing for lodgepole pine, and an 18 foot average spacing for all other species.

Tree condition/Vigor

Leave the largest, healthiest, most vigorous, least defective trees available. These are trees with more than 30 percent live crown ratio, dark green foliage, and long needles, with low branch/twig mortality and the least stem defect (crooks, forks, etc.)

Species Composition

Leave healthy trees with a species preference of healthy ponderosa pine, sugar pine, Douglas-fir, white fir, and lodgepole pine.

Cutting Methods

Listed tree spacing requirements are stand averages. Spacing between individual trees may be plus or minus 50% of stated spacing in order to select the best tree. For example, an 18 foot average spacing may have individual trees spaced between 12 and 24 feet apart.

All trees other than leave trees shall be cut below the lowest live limb, except when prevented by natural obstacle which case live limbs below the cutting point, including those limbs that originated from below the natural ground shall be removed.

Trees shall be completely severed from the stump.

Stump height shall not exceed 4 inches above ground level or above natural obstacles. Stumps shall be cut at a 30 degree angle or less.

Cut trees shall be felled away from unit boundaries, roads, established land corners, and other public and private improvements.

Removal of felled trees 4 feet from roads shall be accomplished daily before leaving the work area.

No cut tree shall be left suspended in or leaning against a leave tree or tree outside the unit boundary.

**Upon mutual agreement, slash material may be removed by contractor.**

#### **Optional Project 004: Pre-Commercial Thinning & Slash Treatment**

**End Result:** Thin pre-commercial material according to the following specifications. Also, treat activity created slash and existing slash to meet 5-9 Tons/acre fuel loading.

**Project Location:** The locations of the work sites are shown on the Contract Area Map. This project work will occur within the boundaries of harvest Payment Units **1,2,3,4,7,8,10,11,13,14,16,18,19,22,25,26,27,28**

**Project Location:** The locations of the work sites are shown on the Contract Area Map. This project work will occur within the boundaries of Optional Service Units **29,34,35,36,37,38**

#### **Technical Specifications:**

##### Tree condition/Vigor

Leave the largest, healthiest, most vigorous, least defective trees available. These are trees with more than 30 percent live crown ratio, dark green foliage, and long needles, with low branch/twig mortality and the least stem defect (crooks, forks, etc.)

##### Species Composition

Unless otherwise defined, leave healthy trees with a species preference of healthy ponderosa pine, sugar pine, Douglas-fir, white fir, and then lodgepole pine.

##### Cutting Methods

Listed tree spacing requirements are stand averages. Spacing between individual trees may be plus or minus 50% of stated spacing in order to select the best tree. For example an 18 foot average spacing may have individual trees spaced between 12 and 24 feet apart.

All trees other than leave trees shall be cut below the lowest live limb, except when prevented by natural obstacles, in which case live limbs below the cutting point, including those limbs that originated from below the natural ground line, shall be removed.

Trees shall be completely severed from the stump.

Stump height shall not exceed 4 inches above ground level or above natural obstacles. Stumps shall be cut at a 30 degree angle or less.

Cut trees shall be felled away from unit boundaries, roads, established land corners, and other public and private improvements.

Removal of felled trees 4 feet from roads shall be accomplished daily before leaving the work area.

No cut tree shall be left suspended in or leaning against a leave tree or tree outside the unit boundary.

**Upon mutual agreement, slash material may be removed by contractor.**

**Payment Units: 1, 2, 3, 4, 7, 8, 10, 11, and 16** Pre-commercially thin using a 20 foot spacing. Species preference is healthy ponderosa pine, sugar pine, Douglas-fir, white fir, and then lodgepole pine.

**Payment Units 13 (15 Acres), 14 (10 Acres), 18 (3 Acres) and 19 (5 Acres):** Pre-commercially thin using a 16 foot spacing in Connectivity Corridors as shown on Contract Area Map and 20 foot spacing in the rest of the unit. Connectivity Corridors will be identified/flagged by fs prior to treatment.

**Payment Unit 25:** Remove all Lodgepole pine over riparian vegetation (in this area riparian vegetation consists primarily of sedges and rushes). Thin remaining trees on a 14 foot spacing and pile outside of riparian vegetation (areas dominated by bitterbrush). If slash is to be piled it shall be placed outside of riparian vegetation. Riparian areas will be identified/flagged by fs prior to treatment

**Payment Unit 26:** Pre-commercially thin using a 20 foot spacing for ponderosa pine and a 14 foot spacing for lodgepole pine. Connectivity Corridors will be identified/flagged by fs prior to treatment.

**Payment Unit 27:** 20 foot spacing for ponderosa pine. Within the connectivity corridor, use a 16 foot spacing for ponderosa pine and 14 foot spacing for Lodgepole pine throughout the unit. Connectivity Corridors (**16 Acres**) will be identified/flagged by fs prior to treatment.

**Optional Service Unit 29:** Pre-commercially thin using a 20 foot spacing favoring ponderosa pine with a 7 inch DBH cut limit.

**Optional Service Units 34, 35, 36, 37, and 38:** Pre-commercially thin using a 20 foot spacing favoring ponderosa pine. In lodgepole dominated areas, thin to a 14 foot spacing using a 6.99 inch DBH cut limit for lodgepole pine and a 8.99 cut limit for ponderosa pine.

**Optional Project 005: Pre-Commercial Thinning & Hand Piling**

**End Result:** Thin trees between 6 inches tall and 5.9 inches DBH according to the following specifications. Also, treat by hand piling activity created slash to meet 5-9 Tons/acre fuel loading.

**Project Location:** The locations of the work sites are shown on the Contract Area Map. This project work will occur within the boundaries of Optional Service Units **39 and 40**

**Technical Specifications:**

Thin trees to a 20 foot spacing. Only trees less than 6 inches D.B.H. shall be thinned.

Tree condition/Vigor

Leave the largest, healthiest, most vigorous, least defective trees available. These are trees with more than 30 percent live crown ratio, dark green foliage, and long needles, with low branch/twig mortality and the least stem defect (crooks, forks, etc.)

Species Composition

Leave healthy trees with a species preference of healthy ponderosa pine, sugar pine, Douglas-fir, white fir, and then lodgepole pine.

Cutting Methods

Listed tree spacing requirements are stand averages. Spacing between individual trees may be plus or minus 50% of stated spacing in order to select the best tree. For example an 18 foot average spacing may have individual trees spaced between 12 and 24 feet apart.

All trees other than leave trees shall be cut below the lowest live limb, except when prevented by natural obstacles, in which case live limbs below the cutting point, including those limbs that originated from below the natural ground line, shall be removed.

Trees shall be completely severed from the stump.

Stump height shall not exceed 4 inches above ground level or above natural obstacles. Stumps shall be cut at a 30 degree angle or less.

Cut trees shall be felled away from unit boundaries, roads, established land corners, and other public and private improvements.

Removal of felled trees 4 feet from roads shall be accomplished daily before leaving the work area.

No cut tree shall be left suspended in or leaning against a leave tree or tree outside the unit boundary.

**Upon mutual agreement, slash material may be removed by contractor.**

**Optional Project 006: Ladder Fuel Reduction and Slash treatment**

**End Result:** Reduce Ladder Fuels by Pruning trees. Also, treat activity created slash to meet 5-9 Tons/acre fuel loading.

**Project Location:** The locations of the work sites are shown on the Contract Area Map. This project work will occur within the boundaries of Optional Service Units **39 and 40**

**Technical Specifications:**

All live and dead limbs shall be completely severed from the tree as close to the bole as possible without cutting into the branch collar (the basal enlargement of a branch). All live and dead limbs must be severed so as to leave a flat cut surface. Pruning height is measured to the lowest part of the lowest remaining branch from the high side of the tree.

**Optional Service Units 39 and 40:** Prune every leave tree to 8 feet in height measured on the uphill side of tree leaving no less than 50 percent of the live crown. Contractor is required to hand pile resulting slash to meet 5-9 Tons/acre fuel loading

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KT-HT.1 - PLANS (05/2005)

The plan shall state how Contractor's representative or alternates will be contacted in a fire emergency, both during periods of operation and at other times such as evenings or weekends. Contractor shall certify compliance with specific fire precautionary measures included as Subsections under KT-HT.2 - Specific Fire Precautions, before beginning operations during Fire Precautionary Period (closed season) and shall update such certification when operations change.

If helicopter yarding is required, the plan shall include a schedule of rates mutually agreed to for computing Contractor costs incurred toward meeting Contractor's obligations under AT.14, or for paying for helicopters controlled by Contractor and used under Forest Service direction for suppressing Operations Fires or other fires on Contract Area, excluding Negligent Fires.

KT-HT.2 - SPECIFIC FIRE PRECAUTIONS (05/2005)

When the industrial fire precaution level is I or higher, unless waiver is granted under KT-HT.2.2, specific required fire precautionary measures are as follows:

## A. Fire Security.

Contractor shall designate in writing a person or persons who shall perform fire security services listed below on Contract Area and vicinity. The designated person will be capable of operating Contractor's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of Contractor's personnel on Forest fires. Such person must report any fire detected to Forest Service within 15 minutes of detection. In lieu of having the designated person perform the required supervisory duties, Contractor may provide another person meeting the qualifications stated above to direct the activities of Contractor's personnel and equipment during all fire fighting activities.

Services described shall be for at least 1 hour from the time Contractor's Operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to Contract Area.

Contractor shall furnish fire security services based on the predicted industrial precaution level, obtained by Contractor from the appropriate Ranger District Headquarters. If predictions made after 6:00 p.m. local time, are significantly different than originally estimated, Forest Service will inform Contractor when changes in fire security services are indicated.

## B. Fire Extinguisher and Equipment (on Trucks, Tractors, Power Saws, etc.).

(a) Each yarder or loader equipped with an internal combustion engine or other spark emitting source shall be equipped with a readily accessible fire extinguisher, with an Underwriter's Laboratory (UL) Rating of at least 5 B,C.

(b) All power-driven equipment operated by Contractor on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C and one "D" handled or long handled round point shovel, size O or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

(c) Equipment required in (a) and (b) shall be kept in a serviceable condition and shall be readily available.

(d) Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long handled round point shovel, size O or larger, except at a landing where a suitable fire extinguisher and shovel are immediately available. The extinguisher will be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

(e) Each helicopter shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C mounted inside the aircraft within reach of the pilot's operating position.

(f) One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on Contract Area that is protected and readily available.

(g) At each area where helicopters are being serviced or supplied, a carbon dioxide fire extinguisher with a UL rating of at least 20 B,C will be provided on the site and placed where it is available for immediate use.

C. Spark arresters and mufflers.

Each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard 5100-1a as shown in the National Wildfire Coordination Group Spark Arrester Guide, 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 power saws which must meet the performance levels set forth in the Society of Automotive Engineers (SAE) "multi-positioned small engine exhaust fire ignition standard, SAE recommended practice J335B" as now or hereafter amended.

(c) A passenger carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory designed muffler complete with baffles and an exhaust system in good working condition.

(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 constantly maintained in serviceable condition.

D. Fire Tools.

Contractor shall furnish serviceable fire fighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters at least 1 inch high. It shall contain a minimum of:

(a) Two axes or Pulaskis with a 32 inch handle.

(b) Three adze eye hoes. One Pulaski may be substituted for one adze eye hoe.

(c) Three long handled, round point shovels, size 0 or larger.

E. Tank Truck.

Contractor shall provide a tank truck or trailer, containing not less than 300 gallons of water, during yarding, skidding, loading, land clearing, right-of-way clearing, mechanical falling, and mechanical treatment of slash. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each operating side during Fire Precautionary Period (closed season), except as provided under HT.2.1.

The tank truck or trailer shall be equipped with a pump capable of discharging 20 gallons of water per minute, using a 1/4 inch nozzle tip, through a 50 foot length of poly or rubber lined hose. In addition, 500 feet of serviceable hard rubber poly or rubber lined or FJRL hose of not less than 1 inch outside diameter, fitted with a nozzle capable of discharging a straight stream of 1/4 inch diameter and a spray pattern shall be immediately available for use. The tank, pump, nozzle and at least 250 feet, of the total 500 feet of hose, shall be connected and ready for use at all times. Synthetic hose may be used by

agreement.

If a trailer is used, it shall be equipped with a hitch to facilitate prompt movement. A serviceable tow vehicle shall be immediately available for attachment to the trailer and must meet the time requirements stated above. Such truck or trailer shall be equipped to operate for a minimum of 8 hours.

Where designated on Contract Area Map, Contractor shall provide a tank trailer or water source and pumping equipment, including accessories, which can be lifted and transported by the yarding system. The component parts shall meet all specifications above. The tank trailer or water supply and pumping accessories shall be deliverable to a fire, in area of operations, within 15 minutes of detection.

In lieu of the above tank trailer or water supply for helicopter operations, Contractor may provide a suitable helicopter water bucket with a 300 gallon capacity. When Contractor provides a water bucket, a water source shall be provided within 5 minutes round trip flight time from operating side.

#### F. Communications.

During Contractor's Operations, excluding powersaw falling and bucking, Contractor shall provide adequate two-way communication facilities to report a fire to Forest Service within 15 minutes of detection. Citizen Band radios (CB's) are not considered adequate two-way communications because FCC Regulations prohibit commercial use.

#### G. Smoking and Open Fire Restrictions.

Smoking and fires shall be permitted only at the option of Contractor. Contractor shall not permit open fires on Contract Area without advance permission in writing from Forest Service.

#### H. Blasting.

Blasting shall be permitted only for road construction purposes unless advance permission is obtained from Forest Service.

Whenever the Industrial Fire Precaution Level is II or greater, a fire security person equipped with a long handled round point No. 0 or larger shovel and a 5 gallon backpack pump can filled with water, will stay at location of blast for 1 hour after blasting is done. Blasting may be suspended by Forest Service, in areas of high rate of spread and resistance to control.

Fuses shall not be used for blasting. Explosive cords shall not be used without permission of Forest Service, which may specify conditions under which such explosives may be used and precautions to be taken.

#### I. Compliance with State Fire Laws.

Listing of specific fire precautionary measures in the foregoing Subsections is not intended to relieve Contractor in any way from compliance with State fire laws covering fire prevention and suppression equipment, applicable to Contractor's Operations.

#### J. Aircraft Communications.

Every aircraft used in conjunction with Contractor's Operations shall be equipped with an operable radio system. The radio system shall be capable of transmitting and receiving on VHF frequency 122.85 Megahertz (MHz) with a minimum output of 5 watts at the transmitter. The system shall be located and installed so that the pilot can operate it while flying. A shielded all-weather broad-band antenna shall be part of the system. Radio and antenna shall be properly installed and maintained.

Upon discovery or notification of a fire on Contract Area, all aircraft pilots controlled by Contractor

shall monitor VHF frequency 122.85 MHz when within 5 miles of a fire and broadcast their intentions.

K. Logging Block Equipment.

Contractor shall provide a serviceable 5 gallon backpack pump full of water, one axe, and one long handled round point shovel, size 0 or larger, at each haulback block through which a running line passes.

The area below such blocks must be kept clear of all flammable debris under 4 inches in diameter for a distance of 6 feet in all directions. Material larger than 4 inches that poses a fire risk, such as punky logs, must also be removed.

Contractor shall avoid line-rub on rocks or woody material which may result in sparks or sufficient heat to cause ignition of fire.

KT-HT.2.0.1 - BURNING BY CONTRACTOR (06/2006)

Notwithstanding the Fire Precautionary Period limitation of HT.2, Contractor is required to obtain written permission from Forest Service prior to any burning on the National Forest Lands.

KT-HT.2.2 - EMERGENCY FIRE PRECAUTIONS (05/2005)

Contractor shall restrict operations in accordance with the Industrial Fire Precaution Levels attached. Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to Contractor, the revised Industrial Fire Precaution Levels will supersede the attached levels.

## LEVEL INDUSTRIAL FIRE PRECAUTION

I. Closed Season - Fire precaution requirements are in effect. A Fire Watch/Fire Security is required at this and all higher levels unless otherwise waived.

II. Partial Hootowl - The following may operate only between the hours of 8 p.m. and 1 p.m. local time:

power saws, except at loading sites;  
cable yarding;  
blasting;  
welding or cutting of metal.

III. Partial shutdown - The following are prohibited:

cable yarding - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m. local time when all blocks and moving lines are 10 feet or more above the ground, excluding the line between the carriage and the choker.

power saws - except at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m. local time.

In addition, the following are permitted between the hours of 8 p.m. and 1 p.m. local time:

tractor, skidder, feller-buncher, forwarder, or shovel logging operations where tractors, skidders or other equipment with a blade capable of constructing fireline are immediately available to quickly reach and effectively attack a fire start;  
mechanized loading and hauling;  
blasting;  
welding or cutting of metal;  
any other spark-emitting operation not specifically mentioned.

IV. General Shutdown - All operations are prohibited.

The following definitions shall apply to these Industrial Fire Precaution Levels:

Cable yarding systems: A yarding system employing cables and winches in a fixed position.

Closed Season (Fire Precautionary Period): That time period each year when a fire hazard exists and as described in AT.12.

Hauling: Where hauling involves transit through more than one shutdown zone/regulated use area, the precaution level at the woods site shall govern the level of haul restrictions, unless prohibited by other than the Industrial Fire Precaution Level system.

Loading sites/woods site: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

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Advance written waiver of the above precautions may be issued by the Contracting Officer or Forest Service Representative.

Such waiver, or substitute precautions under HT.2.1, shall prescribe measures to be taken by Contractor to reduce the risk of ignition, and/or the spread of fire. The Contracting Officer or Forest Service Representative shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. Contractor shall assure that all conditions of such waivers or substitute precautions are met.

Contractor shall obtain the predicted Industrial Fire Precaution Level from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than originally estimated, Forest Service will inform Contractor when changes in restrictions or industrial precautions are indicated.

KT-HT.3.1 - ADDITIONAL AREA OF FIRE RESPONSIBILITY (05/2005)

The area within 200 feet slope distance of the center line of any road constructed or reconstructed under this contract on National Forest lands outside of Contract Area shall be considered as a part of Contract Area in connection with responsibilities under HT.3 and HT.4 until the road has been accepted in writing by Forest Service.

KT-IT.1.0 - DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTY (05/2005)

Contractor and Forest Service hereby agree, acknowledge, and accept that there is no expressed or implied warranty provided by the Forest Service that guarantees the Contractor will be allowed to complete the removal of products sold under the terms of the contract. Upon execution of the contract, Contractor hereby acknowledges the acceptance of the risk that this contract is subject to interruption or termination as a result of litigation associated with the environmental analysis process used by the Forest Service in the planning of this project. If such interruption or termination occurs due to litigation, Contractor agrees to accept as full compensation for such interruption remedies pursuant to IT.3.3, or for termination remedies pursuant to IT.3.4.

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KT-IT.6.8#(Option 1) - USE OF TIMBER (09/2004)

(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 None 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.