

KT-CT.2.1 - UTILIZATION AND REMOVAL OF INCLUDED TIMBER (09/2004)

CT.2(b) notwithstanding, bucking lengths shall be varied to ensure that the maximum sawlog piece that may be left is 2 feet and that the maximum small roundwood piece that may be left is 5 feet.

Where cut trees are identified by paint, the Contractor shall leave stumps of a minimum height to avoid obliterating paint markings that indicate individual trees to be cut.

KT-CT.3.0# - PAYMENT UNIT BOUNDARIES (09/2004)

The boundaries of Payment Units are designated as shown in the following table. The trees used for boundary designation are not to be cut.

**See Table KT-CT.3.0# - Payment Unit Boundaries, Payment Unit Boundary Designation Table**

KT-CT.3.0# - PAYMENT UNIT BOUNDARIES. (9/04) The boundaries of Payment Units are designated as shown in the following table. The trees used for boundary designation are not to be cut.

Payment Unit Boundary Designation Table

<u>Payment Unit</u>	<u>Paint Color</u>	<u>Designation</u>
All	Orange	<p><i>Boundary line trees are marked at level with three (3) horizontal slash and a spot at ground level with the level marks facing into the interior Payment Unit</i></p> <p><i>-Yellow boundary posters with contract name and Payment Unit are stapled to boundary trees and face outward at locations where the Payment Unit boundary intersects or coincides with roads.</i></p>

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KT-CT.3.5.5# - INDIVIDUAL TREES (09/2004)

CT.3.5 notwithstanding, the following individual trees are Marked with paint above and below stump height:

Cut Tree Marking. Individual trees to be cut are Marked in all or parts of the following Payment Units. Areas of cut tree marking are shown on the Contract Area Map with the symbol CTM.

**See Table KT-CT.3.5.5# - Individual Trees, Cut Tree Marking**

Leave Tree Marking. Individual trees to be left uncut are Marked in all or parts of the following Payment Units. Unmarked trees meeting Utilization Standards in AT.2 shall be cut. Areas of leave tree marking are shown on the Contract Area Map with the symbol LTM.

**See Table KT-CT.3.5.5# - Individual Trees, Leave Tree Marking**

KT-CT.3.5.5# - INDIVIDUAL TREES.(09/04) CT.3.5 notwithstanding, the following individual trees are Marked with paint above and below stump height:

Cut Tree Marking. Individual trees to be cut are Marked in all or parts of the following Payment Units. Areas of cut tree marking are shown on the Contract Area Map with the symbol CTM.

<sup>1/</sup> Payment Unit(s)
1A, 1B, 1C
1D
2A
2B, 2C
3

<sup>2/</sup> Paint Color
Blue
Yellow
Green
Blue
Blue

Leave Tree Marking. Individual trees to be left uncut are Marked in all or parts of the following Payment Units. Unmarked trees meeting Utilization Standards in AT.2 shall be cut. Areas of leave tree marking are shown on the Contract Area Map with the symbol LTM.

<sup>1/</sup> Payment Unit(s)

<sup>2/</sup> Paint Color

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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.

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

**ROAD MAINTENANCE REQUIREMENTS SCHEDULE**

**Contract Road Maintenance Requirements Summary**

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications									
	From	To		1020	1040	3050	4020	4050					
316	C110	East unit 2B bndry	1	P	P								
170	C110	Termini	0.7	P	P		P						

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To		1020	1040	3050	4020	4050					
316	C110	East unit 2B bndry	1	P	P								
170	C110	Termini	0.7	P	P								

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications									
	From	To		1020	1040	3050	4020	4050					
316	C110	East unit 2B bndry	1	P	P	P		P					
170	C110	Termini	0.7	P	P	P		P					

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

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KT-GT.3# - SCHEDULE FOR RELEASE OF PAYMENT UNITS (09/2004)

Unless otherwise agreed in writing, no more than 1 Payment Units may be operated at one time. Upon completion of all contract requirements in a Payment Unit, an additional Payment Unit may be released for cutting if by such release the maximum number of Payment Units specified above, which may be operated at one time, is not exceeded.

The sequence for cutting Payment Units shall be: N/A

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KT-GT.6.0.1# - REVEGETATION PLAN AND SPECIFICATIONS (09/2004)

Where soil has been disturbed by Contractor's operations and vegetation is needed to minimize erosion, Contractor shall take appropriate measures according to the following specifications or other agreed stabilization measures:

Temporary road cuts, fill slopes, and shoulders shall be seeded and fertilized within 15 days of construction during the seeding season(s).

Temporary road surfaces, landings, and skid trails shall be seeded when not to be used for a period exceeding 60 days during the seeding season(s).

Temporary road cuts, fill slopes, and other soil disturbance within 25 feet slope distance of a streamcourse shall be seeded and mulched within 3 days of the disturbance.

Exposed soil on temporary roads, skid trails and landings no longer needed for the Contractor's operations shall be seeded and fertilized within 30 days of discontinued use during the seeding season(s). Soil tilling to cover seed may be required under dry site conditions.

Bare areas or roads with soil compaction will require harrowing, disking or ripping. Fertilizer shall be applied and mixed thoroughly with the soil prior to seeding. Due to compaction, it may be necessary to till the soil to a depth of 6 inches or more.

The seeding season(s) shall be during the inclusive listed below, unless otherwise agreed.

**See KT-GT.6.0.1# - Revegetation Plan and Specifications, Seeding Season(s) Table**

The following kinds and amounts per acre of seed and fertilizer shall be applied, unless otherwise agreed:

**See KT-GT.6.0.1# - Revegetation Plan and Specifications, Fertilizer and Seed Table**

Applicable Mulch at the rate of 3000 pounds per acre shall be applied. The Forest Service will identify the areas where mulch is required in addition to those specified elsewhere in this contract. Hay, straw, pine straw or shredded bark or other mulch acceptable to the Forest Service may be used as mulching material.

Applicable The Forest Service shall agree to the timing of the seeding operations.

N/A Seeding operations shall not begin without the presence of a Forest Service representative.

N/A Other revegetation specification: N/A

If the Forest Service performs such work as provided under a written cooperative agreement (16 U.S.C. 572), the Contractor shall make the following deposit:

**See KT-GT.6.0.1# - Revegetation Plan and Specifications, Cooperative Deposit Table**

KT-GT.6.0.1# - REVEGETATION PLAN AND SPECIFICATIONS TABLES

<b>Seeding Season</b>	<b><sup>2/</sup> From Date</b>	<b><sup>2/</sup> To Date</b>
<b>Fall</b>	September 15	November 15
<b>Spring</b>	February 15	April 15
<b>Summer</b>	April 16	June 30

The following kinds and amounts per acre of seed and fertilizer shall be applied, unless otherwise agreed:

<b><u>3/</u> Fertilizer</b>	<b><u>4/</u> Pounds/Acre</b>	<b><u>5/</u> Seed</b>	<b><u>4/</u> Pounds/Acre</b>
10-10-10	800	<b>(Fall).</b> Virginia Wild Rye; Wheat; Oats; White ladino Clover	(10 lbs/ac); (15 lbs/ac);(10 lbs/ac) (5 lbs/ac)
		<b>(Spring).</b> Wheat; Oats; Annual Rye Grass; White ladino Clover	(15 lbs/ac); (10 lbs/ac); (10 lbs/ac); (5 lbs/ac)
		<b>(Summer).</b> Browntop Millet; iron clay; sorghum	(25lbs/ac);(25lbs/ac); (10 lbs/ac)

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KT-GT.7# - SLASH TREATMENT (09/2004)

Slash is defined as all vegetative debris resulting from the Contractor's operations, including limbs, tops, cull logs, bark, wood chunks, pushed-out stumps, damaged brush, and damaged residual trees. Tops from felled trees and all trees to be removed from roads, landings, or other construction clearings shall be completely felled and not left leaning or hanging in other trees. Slash associated with construction of Specified Roads is construction slash subject to treatment according to road construction specifications.

Other Ownership. The Contractor shall conduct operations so that slash does not enter non-National Forest System lands, as shown on Contract Area Map. In event slash is deposited on other ownership, the Contractor shall immediately remove such slash. The Contracting Officer may agree in writing to other treatment requirements if the Contractor provides a written slash disposal agreement between the Contractor and the landowner.

Roads and Other Clearings. Along roads available for public use the Contractor shall immediately remove slash from traveled surfaces, shoulders, and drainage facilities. Other slash along roads available for public use and all slash along roads not available for public use shall be removed from the clearing limits within four days after adjacent skidding or yarding to each landing is complete. In areas where skidding or yarding is delayed or interrupted, slash shall be removed within ten days after being created.

Trails open to public use shall be kept free of slash. Slash within the clearing limits of powerlines, telephone lines, pipelines, and similar clearings shall be removed within ten days after adjacent skidding or yarding to each landing is substantially complete.

Slash removed from roads and other clearings shall be scattered outside the clearing limits, or otherwise disposed of as agreed. The time requirements for completion of slash removal may be changed by written agreement, except where immediate removal is required.

Other Treatment Areas. The Contractor shall complete slash treatment in other areas as described below. The Forest Service and the Contractor shall jointly agree to a schedule for completion of such slash treatment, which shall be included in the Contractor's Annual Operating Schedule required under GT.3.1.

Applicable At or adjacent to log landings, delimiting areas, and similar areas of slash accumulation within All Payment Units, concentrations of slash greater than 3 feet in height and 20 feet in length, measured at greatest distances, shall be lopped and scattered concurrent with operations.

Slash treatments described below are required at locations shown on the Contract Area Map by the following symbols:

See Table KT-GT.7# - Slash Disposal, Slash Disposal Requirements Table

KT-GT.7# - SLASH TREATMENT TABLE.

<b>Map Symbol</b>	<b>Title</b>	<b>Treatment</b>
s s s s	<b>Slash Treatment Zone</b>	Within areas along roads and trails, the Contractor shall lop and scatter all slash to lie within 3 feet of the ground. The boundary of said treatment zone is designated on the ground, or in the absence of such designation, shall be 50 feet measured from the edge of the clearing limit or other feature.

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KT-GT.8 - MEASURING (09/2004)

The estimated quantity of timber has been determined by tree measurement in accordance with the methods described in the Timber Cruising Handbook (FSH 2409.12), a copy of which may be examined in the Forest Supervisor's or the Ranger's Offices.

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

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

**Stewardship Projects**

KT-GT.9# - STEWARDSHIP PROJECTS (9/04):

**SCHEDULE OF ITEMS:**

Item #	Description	Unit of Measure	Quantity	Unit Price \$	Total \$
<b>Mandatory Projects</b>					
1	Smooth Coneflower Herbicide Treatments (Over 2 years)	Acres	16.15		
2	NNIS Herbicide Treatments (Over 2 years)	Acres	9.55		
3	Rehabilitation of Wildlife Openings	Acres	7.5		
<b>Optional Projects</b>					
4	Davidson and Mill Creek Marking and Cruising Contract	Acres	332		
5	Rehabilitation of Wildlife Openings	Acres	17.5		

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KT-HT.2.0.1 - TRUCK, TRACTOR, AND POWER SAW MUFFLERS (09/2004)

Effective muffler systems installed by the manufacturer as standard equipment shall be maintained on exhausts of trucks, power saws and other internal combustion engines used in the Contractor's Operations.

KT-HT.2.0.2# - FIRE FIGHTING EQUIPMENT (09/2004)

When the Forest Service advises the Contractor that local fire weather conditions are becoming critical, the Contractor shall keep with gasoline chain saws at all times a shovel/ fire rake and fully-charged fire extinguisher and take precautionary measures requested by the Forest Service. The Contractor shall act as custodian of fire fighting equipment furnished by the Forest Service. Equipment shall be stored in sealed boxes provided for this purpose and shall be transported to locations in the immediate vicinity of current logging and milling operations on Contract Area. The Forest Service shall be reimbursed for any damage to or loss of fire fighting equipment furnished by the Forest Service, which occurs on Negligently-Caused Fires or as a result of using equipment for unauthorized purposes.

KT-HT.2.2.1 - EMERGENCY FIRE PRECAUTIONS (09/2004)

The Contractor shall limit or restrict operations in accordance with the Fire Danger Rating schedule shown below. The Forest Service will determine Fire danger ratings by using the National Fire Danger Rating System.

The Forest Service shall notify the Contractor of predicted fire danger that may limit or restrict operations. In all cases, the actual weather elements shall govern over the predicted weather elements in determining Fire Danger. Fire danger ratings are based on a severity index from A (low) to E (highest).

Fire Danger Rating:	Limitations or Restrictions on Contractor Operations:
A to C:	Normal fire precautionary operations
C+ to D (Very High)	Forest Service may suspend any or all of Contractor's operations.
E (Extreme)	In addition to above restrictions, internal combustion engines or other spark-producing equipment shall not be operated within any areas of the timber sale without specific written approval by the Forest Service.

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KT-IT.2.1.1.2 - 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 contract was awarded after December 31, 2006; and

(ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

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

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

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