

KT-CT.3.0.1# - PROTECTED AREAS (06/2009)

Notwithstanding the designations for cutting under CT.3.1, CT.3.3, CT.3.4, and CT.3.5, trees within the area to be protected in Payment Unit 01 shall be left uncut. Boundary trees along the perimeter of Protected Areas have been identified by ORANGE painted boundary consisting of three vertical spots facing out of the Protected Area, a vertical stripe on two sides of the bole facing the direction of the boundary and a stump mark. Boundary trees are not to be cut. Contract Area Map indicates with the symbol "PA" units within which Protected Areas are identified on the ground and are to be left uncut.

KT-CT.3.5.5# - INDIVIDUAL TREES, CUT TREE MARKING (06/2009)

Individual trees to be cut are Marked with indicated color above and below stump height in all or parts of the following Payment Units. Areas of Cut Tree Marking are shown on the Contract Area Map with the symbol "CTM."

PAYMENT UNIT(S)

PAINT COLOR

Contract Name: Red Extra Stewardship

KT-CT.3.5.5#, Individual Trees, Cut Tree Marking (CTM)

Paint Color Table

Payment Unit(s)	Paint Color
01, 02, 03, 04, 05, 06, 07 and 08	Blue
50	Yellow

- Exterior boundaries for payment units are designated with three vertical spots facing into unit, a vertical line on each side of the bole facing the direction of the boundary and a stump mark with ORANGE paint.
- Protected Area and No-Cut boundaries are designated with three vertical spots facing out of the area, a vertical line on each side of the bole facing the direction of the boundary and a stump mark with ORANGE paint.
- Payment Unit-50 (Road Right of Way) boundary is the extent of the YELLOW paint.

KT-ET.2.1.1 - TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)

Notwithstanding ET.2.1.1, upon the Contractor's written request Forest Service may temporarily reduce the downpayment when Contractor's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

- (1) Forest Service requests or orders Contractor to delay or interrupt operations for reasons other than breach;
- (2) Contractor interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or
- (3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, including a market-related contract term addition, or an urgent removal contract term extension under 36 CFR 223.53.

When Contractor is not cutting or removing timber under contract during a qualifying period of delay, interruption, or extension listed above the downpayment may be reduced to \$1000 or 2 percent of the downpayment amount stated in the contract, whichever is greater. The Contractor must restore the downpayment to the full amount stated in the contract within 15 days from receipt of the bill for collection and written notice from the Contracting Officer that the basis for temporarily reducing the downpayment no longer exists. Contractor shall not cut or remove timber on a contract where the downpayment has been temporarily reduced until the downpayment amount stated in the contract is fully restored.

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: Red Extra 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.

Contract Name: Red Extra Stewardship

KF-FT.1.2#, Use of Roads by Contractor

Restricted Road Use Table

Road #	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
3369	Iroquois	Entire Length		R	*Road is a designated snowmobile trail and may not be used for hauling between December 1 and April 1.
3151	Tower	Entire Length		R	*Road is a designated snowmobile trail and may not be used for hauling between December 1 and April 1.

* If operations occur during the winter season, roads crossing snowmobile trails will require banks to be sloped at intersections, beginnings and ends and will require warning signs to warn snowmobile operators where snowplowing begins and ends. Type of signs and locations will be agreed upon with Forest Service Representative as part of the Traffic Control Plan required in GT.6.3.3.

Contract Name: Red Extra Stewardship

KT-FT.2.1.3# - DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES (09/2004)

Contractor shall make a cash deposit for engineering services (preconstruction and construction) provided by Forest Service for reconstruction of National Forest system roads necessary to accommodate Contractor's use under this contract, pursuant to 16 USC 537.

The total amount to be deposited by Contractor for reconstruction related engineering services to be completed by Forest Service personnel or by public works contract is \$ \$2,267.00 . Contractor shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. In the event a different deposit schedule is agreed to, such deposit shall be due within 15 days after the date of issue indicated on the initial bill for collection, pursuant to ET.4.

The amount of the required deposit will be shown as an associated charge on Contractor's Integrated Resource Account. Forest Service shall retain any unexpended deposit for reconstruction related engineering services.

The deposit for reconstruction related engineering services shall be commensurate with project need and Contractor's road use. Forest Service shall complete reconstruction related engineering services on the following schedule unless a different completion schedule is agreed in writing:

Road or Facility No.	Termini		Engineering Services Completion Date
	From	To	

N/A

Reconstruction related engineering services may consist of some or all of the engineering work and expense of: preparing, setting out, controlling, inspecting, and measuring the reconstruction of a National Forest system road.

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

Sections 1, 2 and 4 of the Road Maintenance Requirements are attached at the back of contract.

SECTION 3. ROAD MAINTENANCE REQUIREMENTS SCHEDULE

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Pre-Haul Road Maintenance Specification			
	From	To		T-8360			
3677	3151	3677A	0.32	P			
3675	3151	SE corner of PU-06	1.2	P			
3369	3151	SW Corner of PU-05	1.1	P			
3184	3369	East boundary of PU-01	0.3	P			
3183	3369	NE corner of PU-03	0.3	P			
3181	3369	NE corner of PU-05	0.5	P			
3181	3675	NW corner of PU-06 and SW corner of PU-07	0.25	P			

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

Road	Termini		Miles	Applicable During-Haul Road Maintenance Specification			
	From	To		T-8360			
3181D	3181	End to PU-06 SW boundary	0.35	P			
3677A	3677	End	0.3	P			
3677	3151	3677A	0.32	P			
3675	3151	SE corner of PU-06	1.2	P			
3369	3151	SW Corner of PU-05	1.1	P			
3184	3369	East boundary of PU-01	0.3	P			
3183	3369	NE corner of PU-03	0.3	P			
3181	3369	NE corner of PU-05	0.5	P			
3181	3675	NW corner of PU-06 and SW corner of PU-07	0.25	P			

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

Road	Termini		Miles	Applicable Post-Haul Road Maintenance Specification			
	From	To		T-8360			
3181D	3181	End to PU-06 SW boundary	0.35	P			
3677A	3677	End	0.3	P			
3677	3151	3677A	0.32	P			
3675	3151	SE corner of PU-06	1.2	P			
3369	3151	SW Corner of PU-05	1.1	P			
3184	3369	East boundary of PU-01	0.3	P			
3183	3369	NE corner of PU-03	0.3	P			
3181	3369	NE corner of PU-05	0.5	P			
3181	3675	NW corner of PU-06 and SW corner of PU-07	0.25	P			

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

KT-FT.3.1#, Road Maintenance Requirements

SECTION 1. GENERAL

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

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

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

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

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

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

KT-FT.3.1#, Road Maintenance Requirements

SECTION 2. ROAD MAINTENANCE DEFINITIONS

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

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

Borrow. Select Material taken from designated borrow sites.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

KT-FT.3.1#, Road Maintenance Requirements

SECTION 2. ROAD MAINTENANCE DEFINITIONS (CONTINUED)

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

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

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

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

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

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

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

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

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

KT-FT.3.1#, Road Maintenance Requirements

SECTION 4. ROAD MAINTENANCE SPECIFICATIONS

INCLUDED SPECIFICATIONS

<u>Specification No.</u>	<u>Specification Title</u>
T-8360	Composite High Clearance Road Maintenance

CT5.31#, Road Maintenance Requirements

T-8360 Composite High Clearance Road Maintenance

DESCRIPTION

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

REQUIREMENTS

3.1 Traveled Way

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

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

3.3 Slough and Slides

1. Slough and Slides may be left in place provided surface drainage is adequately provided and at least 12 feet of width is available for vehicle passage.
2. Purchaser may reposition or ramp over Slides and Slough when the Traveled Way is less than 12 feet providing the material is capable of supporting vehicles. Limit Outslope to no more than six percent.
3. Reposition Slough or Slide materials, which are not capable of supporting a vehicle, on the roadbed to provide the 12 feet width. When directed by Forest Service, Slough or Slide material will be removed under Section T-8320 Slide, Slump, and Erosion Repair.

CT5.31#, Road Maintenance Requirements

T-8360 Composite High Clearance Road Maintenance (continued)

3.4 Slumps, Eroded areas, and Washouts

1. Drain the roadbed immediately upgrade of Slumps and longitudinal cracks to prevent water from entering Slump area.
2. Slumps and longitudinal cracks at the edge of the roadbed shall not be considered a part of the usable width. Usable width may be reduced to ten feet in the area of the Slump.
3. Unless Forest Service agrees to material being placed on Slumps, ramp the Slumps on both ends into undisturbed roadbed to provide at least ten feet usable width. Use removed materials to guide vehicles to the ramp location or to aid in draining the area.
4. Eroded areas/washouts may be filled with suitable material and compacted by operating equipment over the fill area.

3.5 Posthaul

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

1. Shape the traveled way and disturbed roadbed to provide functional drainage.
2. Reinstall removed cross ditches and waterbars and provide any additional drainage structures necessary to offset changes caused through use and maintenance.
3. Leave roads useable for high clearance vehicles. Remove or reshape Purchaser modifications at road junctions to leave the entrance as it was before use, or as agreed at the time of improvement.
4. Close all roads which were closed previously, using prior existing methodology.

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: \$.62 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
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N/A

KT-FT.3.3# - SNOW REMOVAL (06/2009)

Snow removal shall be done in a manner that will preserve and protect roads, provide for safe and efficient transport of timber, and prevent erosion damage to streams and adjacent lands. In performing snow removal, Contractor shall adhere to the following performance standards, unless otherwise agreed:

Blade will be equipped with skid shoes to prevent loss of surfacing and damage to the road bed. On gravel and native surface roads, a minimum 1-inch depth compacted snow mat shall be maintained on the roadbed during blading.

Snow shall be removed from the entire road width, including turnouts.

Snow berms shall be reduced at road intersections where plowed road segments join unplowed road segments. Reduce the piled snow in the roadway to create a smooth transition from plowed road to normal snow depth.

Openings shall be created in snow berms as needed for proper drainage. Remove snow, ice, and debris from culverts and other drainage structures as needed to ensure efficient flow of water.

Tracked or clefted vehicles shall not be used for snow removal without prior written approval of Forest Service Representative.

Contract Name: Red Extra Stewardship

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

Unless changed by written agreement, only 3, in addition to the Road Right of Way unit (PU-50) Payment Units may be released for operations at one time, and the sequence of cutting Payment Units shall be : at the option of the Contractor.

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

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

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

Restricted operations/activities:

Within all Payment Units, operations may need to be halted during spring thaw and rainy periods to prevent excessive rutting and compaction. Operations may need to be halted during drought periods, as soils are vulnerable to erosion.

Logging operations are not permitted from April 15th through July 15th (inclusive) to mitigate the transmission of Oak Wilt disease within Payment Units 02, 06, 07 and 08.

Within all Payment Units windrowing of slash is to be avoided and all slash resulting from Contractor's operations shall lay within four feet of the ground.

Prohibited operations/activities:

No decking is allowed within 70-feet of FR3151.

Windrowing of slash is to be avoided; and slash shall lay no higher than four feet throughout all units.

KT-GT.3.3.1 - SAFETY (06/2009)

In addition to requirements in GT.3.3, when Contractor's Operations are in progress adjacent to or within recreation zones as shown on Contract Area Map, Contractor shall, unless relieved in writing by Forest Service, post warning signs in the zone and maintain a watchman whose sole duty shall be to warn and advise the public of any hazards caused by Contractor's Operations.

KT-GT.4.1.2 - STUMP MARKS (06/2009)

Trees designated for cutting under CT.3.5 have been marked with paint at breast height and below stump height. Trees shall be felled so as to leave paint on stump.

Contract Name: Red Extra Stewardship

KT-GT.4.2# - SKIDDING AND YARDING REQUIREMENTS (06/2009)

As used in this provision, skidding equipment includes rubber-tire and track-mounted skidders, forwarders, bunchers, processors, and any other mechanized equipment that is used off of landings and roads.

Within Payment Unit(s), as shown on Contract Area Map with symbol "SYR": 01, 02, 03, 04, 05, 06, 07 and 08 unless agreed upon in writing, the overall width of the skidding equipment, including blade, shall not exceed 9.5 feet.

Within portions of Payment Unit(s), as shown on Contract Area Map with symbol "SYR" and cross-hatching:
n/a

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

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

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

Other specific slash disposal requirements are as follows:

Within 25-feet of the cleared edge (tree line) of FR3151, all slash from Contractor's operations shall be removed.

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

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

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

Stewardship Projects

KT-GT.9# – CONSERVATION PROJECTS:

Project Number M1 – Opening Maintenance (see sample photographs in Appendix 1)

Vegetation (mainly jack pine, aspen, and maple) should be cut up to about a 5-inch diameter size class, and resulting stumps should be within about 6-inches of ground. All cut vegetation shall be left on site, not in windrows, and lay within four feet of the ground.

Where overstory does not restrict equipment access, understory vegetation should be cut. There are some areas within the unit where overstory would restrict equipment access, and these areas would be reserved from cutting.

Do not cut oak or white pine. All dead trees should remain uncut and remain standing.

No work can be completed between May 1st and August 31st.

Contractor will be given a GPS with the area file loaded onto it by the COR.

Standard Provisions including but not limited to the following apply to this Conservation Project:

- GT.2.2 Protection of Improvements
- GT.2.3 Protection of Land Survey Monuments
- GT.3.3 Safety
- GT.3.4 Sanitation and Servicing
- GT.3.5 Equipment Cleaning
- GT.2.4 Protection Measures Needed for Plants, Animals, Cultural Resources, and Cave Resources
- GT.6 Erosion Prevention and Control

Project Number M2 – Site Preparation For Natural Regeneration Unit 02

Project Number M3 – Site Preparation For Natural Regeneration Unit 06

Project Number M4 – Site Preparation For Natural Regeneration Unit 07

Project Number M5 – Site Preparation For Natural Regeneration Unit 08

For all Site Preparation for Natural Regeneration Projects (see Appendix 1 for definitions, evaluation methods and a diagram):

TECHNICAL SPECIFICATIONS – SITE PREPARATION

In these units, canopy gaps will be created through the removal of designated, merchantable trees within Payment Units (KT-CT.3.5.5#). Canopy gaps are defined as a space greater than 30 feet in diameter created by the removal of one or more trees from the main stand creating a hole in the canopy that will allow for the regeneration of less shade tolerant species. Such gaps are measured from the edge of the crown to edge of the crown. They are generally created at a rate of approximately 2 to 6 per acre, but density and rate are dependent upon individual stand characteristics and how trees were designated for removal. Gap size will generally be 30 to 40 feet in diameter with some 80 feet in diameter gaps per unit. Canopy gaps to be cleaned are not explicitly identified on the ground. The contractor will identify these canopy gaps during or post-harvest and perform the following work within these gaps:

In gaps that **CONTAIN** good quality advanced **conifer** regeneration:

- Fell all sub-merchantable hardwood trees 2 to 6 inches DBH whose crowns will impede the gap.
- Fell any low quality conifer tree that will not likely make a future crop tree.
- Fell any trees damaged by harvesting between 0.5 and 2 inches in diameter.

In gaps that **DO NOT** contain good quality advanced conifer regeneration:

- Fell all sub-merchantable or low quality trees 2 to 6 inches DBH, regardless of species whose crowns will impede the gap.
- Fell any trees damaged by harvesting between 0.5 and 2 inches in diameter.

Follow the specifications below for cutting and felling during gap cleaning.

1. Resulting stumps should be within 6 inches of the ground.
2. All trees required to be cut shall be cut below the lowest live limb except when prevented by natural obstacles. All live limbs below the cutting point, including those which may originate below ground level, shall be removed.
3. Trees required to be cut shall be completely severed from the stump.
4. All hang-up trees shall be pulled down and be made to lie on the ground.

Standard Provisions including but not limited to the following apply to this Conservation Project:

- GT.2.2 Protection of Improvements
- GT.2.2.1 Protection of Improvements Not Owned by Forest Service
- GT.2.2.2 Protection of Property
- GT.2.3 Protection of Land Survey Monuments

- GT.2.4 Protection Measures Needed for Plants, Animals, Cultural Resources, and Cave Resources
- GT.3.3 Safety
- GT.3.4 Sanitation and Servicing
- GT.3.5 Equipment Cleaning
- GT.6 Erosion Prevention and Control
- KT-GT.3.1.4 Operating Restrictions
- KT-GT.7# Slash Disposal Measures

Project Number M6 – Sweiger Creek Culvert Replacement (see Appendix 2)

Sweiger Creek Culvert Replacement includes replacing the existing culvert on FR3132 with a 16' span, 6' rise, 40' long concrete box culvert with wingwalls. A 300' long section of the road will be reconstructed; the finished pavement will be asphalt. Erosion control measures used include silt fence, temporary diversion of the stream channel, cofferdams, riprap, geotextile, topsoil, seeding & mulching, sod, and erosion control blanket.

The entire construction project is located on National Forest Land in Chippewa Country, Kinross Township 45N, R4W, Section 18. There is private land crossed by Sweiger Creek in the area; starting approximately 450' upstream and 1100' downstream.

A permit has been approved with the Michigan Department of Environmental Quality (MDEQ) for all construction activities related to the removal and replacement of the Sweiger Creek culvert. Permit Number 13-17-0033-P expires on 07/15/2018. Every effort shall be taken to complete all culvert replacement construction prior to the expiration of the permit.

Culvert replacement must be completed between June 1 and September 30 and must be completed in a single season.

Appendix 2 includes the following:

- Special Project Specifications 45N4W18-001 Sweiger Creek on FR3132
- Joint Permit Application (U.S. Army Corps of Engineers and Michigan Department of Environmental Quality)
- Davis-Bacon Act Construction Wage Rate Requirements.
- Warranty of Construction.
- Sweiger Creek Specifications Set (Drawings)
 - 1_G-001 COVER Sweiger Ck
 - 2_G-002 NOTES & LEGEND
 - 3_C-101 TYPICAL SECTIONS & DETAILS
 - 4_C-102 MAINTAINING TRAFFIC
 - 5_C-103 SESC PLAN
 - 6_C-104 GEN PLAN SITE
 - 7_C-105 GRADING PLAN

- 8_C-301 ROAD CROSS SECTIONS
- 9_C-401 SOIL BORINGS
- 10_S-101 GEN PLAN STRUCT

Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects FP-03 is incorporated by reference and available online at: <http://flh.fhwa.dot.gov/resources/pse/specs/fp-03/fp-03usc.pdf>

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

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

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

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

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

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

(i) The 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.