

Contract Name: Cana Stewardship

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

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

Species	Product
<u>All Species Landing Decks</u>	<u>Grn Bio Cv</u>

that shall be Included Timber upon written agreement.

KT-CT.3# - RESERVE TREES (09/2004)

Notwithstanding the designations for cutting under CT.3.1, CT.3.2, CT.3.3, or CT.3.4, live or dead genetic reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Such Reserve trees are identified by orange paint above and below stump height and a sign reading "Selected Tree for Genetics" and shall be protected in accordance with KT-GT.3.2#. Units with reserve trees are shown on Contract Area Map.

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

All live trees as described in table on 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 tracer paint above and below stump height, or identified by blue cutting unit boundary tags, are not to be cut, unless designated by the Forest Service.

Table Pursuant to KT-CT.3.5.7# - Individual Tree Designation (Option 1)

Cutting Unit	Designation	Description of Included Timber (See Definitions/Clarifications)
60, 61, 69, 70, 77, 78 and 79	ITM	All live trees less than 21.0 inches in DBH Marked with blue paint above and below stump height.
64, 65, 66, 106 and 114	ITM	All live trees Marked with blue paint above and below stump height.
67, 68, 80, 84, 85, 108, 109, 112 and 113	DXD w/ Supplemental Marking	All trees marked with blue paint above and below stump height and All white fir, Douglas-fir and lodgepole pine less than 21.0 inches in DBH <u>not</u> <u>Marked</u> with orange paint that meet minimum contract specifications and 8.0 inches and greater in stump diameter.
62, 81, 82, 83, 107, 110 and 111	DXD w/ Supplemental Marking	All trees marked with blue paint above and below stump height and All white fir and lodgepole pine trees less than 21.0 inches in DBH <u>not</u> <u>Marked</u> with orange paint that meet minimum contract specifications and 8.0 inches and greater in stump diameter.

Definitions/Clarifications:

1. DXD: Designation by Description.
2. Stump diameter measurements will be at 4 inches on the uphill side of the tree and perpendicular to the bole.
3. All trees 21.0 inches to 23.0 inches in DBH were marked with orange paint within DXD cutting units to facilitate harvest operations.

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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.

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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.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.

TABLE PURSUANT TO KT-FT.1.2# - USE OF ROADS BY CONTRACTOR (06/1999)

Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
All Roads				N/A	Restrict commercial timber haul on the following holidays: Memorial Day, 4 th of July, Labor Day and during the weekends of deer rifle hunting season. Restriction applies on the holiday date and/or the weekend from Friday noon through Monday noon.
All Native Surface Roads				N/A	Dry season/frozen haul conditions required on native surface roads to reduce road damage. If road surface is rutted 2 inches or deeper or ditch water is muddy, commercial timber haul shall be suspended.
All Roads with Bridges				42 road at Wolf Cr. X-ing	A USDA Forest Service bridge overload permit is required for all loads over 80,000 lbs.

Title and Date of Governing Road Rules Document:

Ochoco National Forest
Commercial Road Rules

June 2009

Effective Date

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KT-FT.1.3# - ROAD COMPLETION DATE (09/2004)

Construction of Specified Roads shall be completed no later than 10/31/2016; except for earlier construction completion dates for roads listed below:

Road Number	Road Name	Station		Completion Date
		From	To	

N/A

Completion date is binding on the party that constructs road, whether Contractor or Forest Service. Contracting Officer may modify the completion date in writing to conform to the Technical Proposal under GT.3.1.1 at the request of Contractor.

When Contractor elects Forest Service construction of Specified Roads shown in contract advertisement, Forest Service may adjust construction completion date when road construction is delayed or interrupted for causes that qualify for an adjustment of the completion date of Forest Service's road construction contract. When qualifying delays or interruptions of road construction occur, Forest Service shall evaluate such occurrences and document any findings. The current status of any adjustment shall be available to Contractor on request. Promptly after the end of Normal Operating Season in which qualifying days occur, Forest Service shall give Contractor written notice of (a) number of qualifying days claimed, and (b) new construction completion dates. After all road construction is complete, Forest Service shall grant Contract Term Adjustment. Such adjustment shall be limited to road completion date delays that occurred during Normal Operating Season.

If Forest Service is responsible for road construction and the actual date of road completion is 1 year or more after the completion date stated above, Contractor may request a rate redetermination under DT.3 for remaining volume. Such request must be made within 30 days of notification that road construction has been completed. Upon receipt of such request, Forest Service shall redetermine rates using standard methods in effect on the completion date of road construction. Rates to be established shall apply to all timber removed from Contract Area after the effective date of the rate redetermination.

Forest Service shall in no way be responsible for any delay or damage caused by road contractor in performing the road construction, except such delay as may be the fault or negligence of Forest Service.

When Contractor constructs Specified Roads and requests Contract Term Adjustment, completion dates shall be adjusted by number of days that qualify for such adjustment, provided such qualifying days occur before specified construction completion date. When Contractor desires to construct an alternate facility under FT.2.6, Forest Service and Contractor shall agree, in writing, on a construction completion date for alternate facility. Contract Term Adjustment as noted above will apply. Completion date shall be adjusted where a Design Change or physical changes necessitate a modification of Specified Road construction work that increases the scope or magnitude of the required work.

If Contractor fails to complete construction of any or all Specified Roads by applicable completion date, as adjusted, Contract Term Extension shall not be granted.

As used in this Subsection, construction of a road is completed when:

(a) Contractor constructs Specified Roads and Forest Service furnishes Contractor with written notice of acceptance under GT.3.6 or

(b) Forest Service constructs road and furnishes Contractor with written notice authorizing use of road.

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Notwithstanding FT.1, Contractor shall not use a road that Contractor has elected for Forest Service to construct, until construction is completed and Forest Service furnishes Contractor with written notice authorizing use of road.

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 \$ \$2,553.44. 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.

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KT-FT.2.2.1# - MATERIAL SOURCES (09/2004)

Sources of local materials are designated on Plans and Contract Area Map. Forest Service assumes responsibility for the quality and quantity of material in designated sources. Contractor shall determine the equipment and work required to produce the specified product, including the selection of acceptable material that is reasonably available in the source that meets specifications. The designation of source includes the rights of Contractor to use certain area(s) for plant site, stockpiles, and haul roads.

Should the designated source, due to causes beyond the control of Contractor, contain insufficient acceptable material, Forest Service will provide another source with adjustment in accordance with FT.2.5.3.

When Contractor elects not to use designated sources, Contractor shall furnish the specified product with no adjustment in unit rates. Quality testing shall be the responsibility of Contractor. Test results shall be furnished to Forest Service.

When Contractor elects not to use designated sources and Schedule of Items lists pit development separately, cost allowance will be reduced under FT.2.5.3 when Forest Service determines the work will not be required.

When materials are subject to a weight measurement, the specific gravity or weight/volume relationship used as a basis for determination of estimated quantities shall be:

Source I none, Source II none, and Source III none.

Contractor may, when agreed in writing, use on the project such suitable stone, gravel, and sand, or other material found in the excavation, and will earn a cost allowance for the excavation of such materials at the corresponding contract unit price and for the pay items for which the excavated material is used. Contractor shall replace, without additional cost allowance, sufficient suitable materials to complete the portion of the work, which was originally contemplated to be constructed with such material. Contractor shall not excavate or remove any material, except that which is within the excavation limits, without written authorization from Forest Service.

When material is appraised from non-National Forest designated sources, owner charges for the material in terms of unit cost for royalties, purchase of raw materials, or finished products shall be as follows until N/A:

See Material Source Table.

Should quantity vary from that estimated, payment to owners shall be for units actually obtained. Contractor shall make arrangements with owner(s) for measurement and payment for royalties, purchase of raw materials, or finished products, as shown above.

Materials produced or processed from National Forest lands in excess of the quantities required for performance of this contract are the property of Forest Service, unless prior written agreement has been obtained to use excess material on other National Forest contracts. Forest Service is not obligated to reimburse Contractor for the cost of their production.

Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials shall be located to facilitate their prompt inspection. Sites on Forest Service administered land, approved by Forest Service, may be used for storage purposes and for the placing of Contractor's plant equipment. All storage sites provided by Forest Service shall be restored at Contractor's expense.

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Contractor shall be responsible for making arrangements for storage on other than Forest Service administered lands.

When the construction of the portion of the project for which Temporary Roads used for hauling materials is completed, all such Temporary Roads shall be restored as nearly as practicable to their original ground profile, unless otherwise agreed in writing.

MATERIAL SOURCE TABLE PURSUANT TO KT-FT.2.2.1# - MATERIAL SOURCES (04/2004)

Material	Type of Purchase	Owner(s)	Unit of Measure	Unit Price	Estimated Quantity	Total
N/A						

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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.

CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO
KT-FT.3.1# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

Road	Termini		Miles	Maint. Level	Applicable Pre-Haul Road Maintenance Specifications										
	From	To			T-803	T-811	T-831	T-832	T-834	T-838	T-839	T-842	T-851	T-854	T-891
12	1250040	4290	1.9	3	p	p	p		p			p	p	p	p
1250	38	EOU 85	1.2	2	p	p	p		p			p	p	p	p
1250040	12	EOU 106	0.1	2	p		p	p	p	p				p	p
38	3810	1250	1.5	2	p		p		p				p	p	
38	12	3810	2.0	2	p	p	p		p			p	p	p	p
3800020	38	EOU 108	1.0	1	p		p		p		p			p	p
3800024	3800020	EOU 111	0.1	1	p		p		p		p			p	p
3800025	38	3800020	0.6	1	p		p		p		p			p	p
3800030	38	EOU 82	0.5	1	p		p		p		p			p	p
3800070	38	EOU 81	1.1	1	p		p		p		p			p	p
3800080	38	3810507	1.3	1	p		p		p		p			p	p
3810	38	42	6.8	2	p	p	p		p			p	p	p	p
3810507	3800080	EOU 62	4.0	1	p		p		p		p			p	p
42	4290	Fst Bdy	7.2	4	p		p		p				p	p	
4290	42	12	0.03	2	p	p	p	p		p			p	p	p

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

OPT = Optional, SPS = Special Project Specification, EOU = End Of Unit

Description of work required by the above listed T-specs is shown in the following ROAD MAINTENANCE REQUIREMENTS SPECIFICATION table, and included in the timber sale contract.

CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO
KT-FI.3.1# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

Road	Termini		Miles	Maint. Level	Applicable During-Haul Road Maintenance Specifications											
	From	To			T-803	T-811	T-812	T-831	T-832	T-834	T-838	T-839	T-851	T-854	T-891	
12	1250040	4290	1.9	3	p	p	p	p			p			p	p	p
1250	38	EOU 85	1.2	2	p	p	p	p			p			p	p	p
1250040	12	EOU 106	0.1	2	p		p	p	p	p	p				p	p
38	3810	1250	1.5	2	p			p			p			p	p	
38	12	3810	2.0	2	p	p	p	p			p			p	p	p
3800020	38	EOU 108	1.0	1	p		p	p			p		p		p	p
3800024	3800020	EOU 111	0.1	1	p		p	p			p		p		p	p
3800025	38	3800020	0.6	1	p		p	p			p		p		p	p
3800030	38	EOU 82	0.5	1	p		p	p			p		p		p	p
3800070	38	EOU 81	1.1	1	p		p	p			p		p		p	p
3800080	38	3810507	1.3	1	p		p	p			p		p		p	p
3810	38	42	6.8	2	p	p	p	p			p			p	p	p
3810507	3800080	EOU 62	4.0	1	p		p	p			p		p		p	p
42	4290	Fst Bdy	7.2	4	p			p			p			p	p	
4290	42	12	0.03	2	p	p	p	p			p			p	p	p

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CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO
KT-FT.3.1# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

Road	Termini		Miles	Maint. Level	Applicable Post-Haul Road Maintenance Specifications									
	From	To			T-811	T-831	T-834	T-835	T-838	T-839	T-891			
12	1250040	4290	1.9	3	p	p	p				p			
1250	38	EOU 85	1.2	2	p	p	p				p			
1250040	12	EOU 106	0.1	2		p	p		p		p			
38	3810	1250	1.5	2		p	p							
38	12	3810	2.0	2	p	p	p				p			
3800020	38	EOU 108	1.0	1		p	p	p		p	p			
3800024	3800020	EOU 111	0.1	1		p	p	p		p	p			
3800025	38	3800020	0.6	1		p	p	p		p	p			
3800030	38	EOU 82	0.5	1		p	p	p		p	p			
3800070	38	EOU 81	1.1	1		p	p	p		p	p			
3800080	38	3810507	1.3	1		p	p	p		p	p			
3810	38	42	6.8	2	p	p	p				p			
3810507	3800080	EOU 62	4.0	1		p	p	p		p	p			
42	4290	Fst Bdy	7.2	4		p	p							
4290	42	12	0.03	2	p	p	p	p		p			p	p

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ROAD MAINTENANCE REQUIREMENTS SPECIFICATION TABLE PURSUANT TO
KT-FT.3.1# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

1 Road No. and Termini	2 Special Project Specification	3 Travel Way			4 Brushing and Log Out	5 Surfacing	6 Dust Abatement			7 Seasonal Mainte nance	8 Snow Removal	9 Post Haul	
		Width	X Slope	Comp			Application					Block	Treat
							Product	Rate	Width				
12 1250040 to 4290	T-803-01F T-812-01F T-832-01F T-834-01F T-891-01F	EX	AI	A	2' Lt & Rt	SRR Deposit See KT-FT.3.2#	OPT		EX		TS		
1250 38 to EOU 85	T-803-01F T-812-01F T-832-01F T-834-01F T-891-01F	EX	AI	A	2' Lt & Rt	SRR Deposit See KT-FT.3.2#	OPT		EX		TS		
1250040 12 to EOU 106	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F				T-838		OPT		EX	W	TS		PR
38 3810 to 1250	T-803-01F T-812-01F T-834-01F T-891-01F				2' Lt & Rt	Ashpalt Deposit See KT-FT.3.2#					JU		
38 12 to 3810	T-803-01F T-812-01F T-832-01F T-834-01F T-891-01F	EX	AI	A	2' Lt & Rt	SRR Deposit See KT-FT.3.2#	OPT		EX		TS		
3800020 38 to EOU 108	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F				T-839		OPT		EX	W & B	TS	PR	PR
3800024 3800020 to EOU 111	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F				T-839		OPT		EX	W & B	TS	PR	PR
3800025 38 to 3800020	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F				T-839		OPT		EX	W & B	TS	PR	PR
3800030 38 to EOU 82	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F				T-839		OPT		EX	W & B	TS	PR	PR
3800070 38 to EOU 81	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F				T-839		OPT		EX	W & B	TS	PR	PR

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION TABLE PURSUANT TO
KT-FT.3.1# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

1 Road No. and Termini	2 Special Project Specification	3 Travel Way			4 Brushing and Log Out	5 Surfacing	6 Dust Abatement			7 Seasonal Mainte nance	8 Snow Removal	9 Post Haul	
		Width	X Slope	Comp			Product	Applicat Rate	Width			Block	Treat
3800080 38 to 3810507	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F				T-839		OPT		EX	W & B	TS	PR	PR
3810 38 to 42	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F	EX	AI	A	2' Lt & Rt	SRR Deposit See KT-FT.3.2#	OPT		EX		TS		
3810507 3800080 to EOU 62	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F				T-839		OPT		EX	W & B	TS	PR	PR
42 4290 to Fst Bdy	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F				2' Lt & Rt	Ashpalt Deposit See KT-FT.3.2#					JU		
4290 42 to 12	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F	EX	AI	A	2' Lt & Rt	SRR Deposit See KT-FT.3.2#	OPT		EX		TS		

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO
KT-FT.3.1# - ROAD MAINTENANCE REQUIREMENTS (7/01)

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 sale 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 (7/01)

Column No.	Heading	Entry	Explanation
5	Surfacing	Aggregate Grading	Contractor shall place surfacing on roads listed according to the grading indicated.
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: Cana 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: \$2.72 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.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
(06/1994)

Payment Units	Operating Conditions	Purpose
All	Green Dot road closures apply to all roads in Contract Area except for Forest roads 3810, 38, 1250, 080 and 12 from 3 days prior to Buck deer rifle season and extends through the November Rocky Mtn. standard antlerless elk season. Forest Service shall provide maps and permits.	Provide hunting experience.

Contract Name: Cana Stewardship

KT-GT.3.2# - PROTECTION OF RESERVE TREES (09/2004)

Contractor's damage or destruction of reserve trees described in KT-CT.3# will cause serious and substantial silvicultural or other damage to the National Forest. It will be difficult if not impossible to determine the amount of such damage. Therefore, Contractor shall pay as fixed, agreed, and liquidated damages \$ 300.00 for each genetic reserve tree and \$ N/A for each N/A reserve tree damaged or destroyed by Contractor's Operations, in addition to amounts payable under DT.4.4 and DT.4.5.

Damage, as used herein, includes any injury to the living crown, bole, or roots of reserve trees. If areas are marked on the ground around such reserve trees, operation of heavy equipment or skidding of products within the area shall be considered to be damage to the tree.

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.

Contract Name: Cana Stewardship

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 (01/2000)

<u>FELLING METHODS</u>	<u>Payment Units</u>
Harvest timber shall be felled away from designated streamcourses and wet areas. Direction of felled trees shall also be to the lead to facilitate the yarding operation and minimize soil impact. Exceptions to these objectives apply only where safety, or protecting improvements, terrain features or felling within Payment Unit boundaries preclude felling to the lead.	All
If timber felling is completed by other than handfelling as described in Technical Proposal, and approved by Forest Service, the following mechanized felling methods shall apply.	All
Mechanized felling equipment shall operate in a manner which will minimize detrimental soil disturbance and residual stand damage.	All
Mechanized felling equipment is prohibited on slopes greater than 35 percent.	All
Metal tracks and cleats are prohibited on paved roads.	All
Vehicles and equipment are prohibited off road in locations of invasive species as shown on the Contract Area Map.	All
 <u>FELLING EQUIPMENT</u>	 <u>Payment Units</u>
As included in your Technical Proposal and accepted by the Forest Service.	ALL

Contract Name: Cana Stewardship

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
(06/2010)

<u>YARDING/SKIDDING REQUIREMENTS</u>	<u>Payment Units</u>
Mechanized skidding equipment is prohibited on slopes greater than 35%.	All
Spacing between skid trails shall be an average of 100 feet except where trails converge at the landing.	All
Leading end of all logs must be suspended above the ground during skidding.	All
All yarding equipment shall be confined to designated skid trails and landings.	All
Metal tracks and cleats are prohibited on paved roads.	All
During winter logging operations, ground-based equipment shall operate only when ground conditions are dry or meet at least one of the follow criteria; 1) six inches of frozen ground, 2) four inches of frozen ground with one foot of snow, or 3) over 24 inches of snow.	All
Vehicles and equipment are prohibited off road in locatio o of invasive species as shown on Contract Area Map.	All

Contract Name: Cana Stewardship

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 35 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 October 1 to November 15, 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

Contract Name: Cana Stewardship

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 NUMBER	AREAS A) SKID TRAILS B) FIRELINES C) TEMP. ROADS D) LANDINGS E) OTHER	SEED		FERTILIZER		MULCH	
		APPLICATION		APPLICATION		APPLICATION	
		SPECIES ^{1/} MIXTURE	LBS/AC	TYPE ^{2/} C	LBS/A	TYPE ^{3/} C	LBS/A
All	A*, C, D	Ochoco Grass Seed Mix (Provided By Forest Service)	15 lbs + 10%	N/A	N/A	N/A	N/A

*300 feet of the skid trails from the landings will be seeded.

Scarification is required on landings, temporary roads, and 300' of the skid trails from the landings. Scarification depth shall be 6" - 12". This supersedes (b) on page 62.

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 sales 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 sales 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.

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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# - SLASH TREATMENT REQUIREMENTS
(02/02)

Slash Plans and Specifications for Piling and/or Decking Slash on Landings
and
Temporary Roads (Pursuant to KT-GT.7 and KT-GT.7.4.2#)

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 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.
- c. 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".

For safe and efficient operations at landings, to keep landing size small and to keep piles from burning too long and hot, any pieces meeting Grn Bio Cv specifications and longer than 6.0 feet and a small end diameter of 3 inches 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.

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

3. Equipment Requirements

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

SLASH PLANS AND SPECIFICATIONS
FOR WHOLE TREE YARDING AND LEAVE TOPS ATTACHED YARDING
(Pursuant to KT-GT.7 and KT-GT.7.4.2#)

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 required to be removed, which break during falling or yarding, and are 8 feet or more in length shall be yarded to the landing.

3. Disposal of Yarded Material

Tops yarded to the landing that do not meet merchantability specifications, as defined in AT.2, shall be considered landing slash and shall be disposed of as such.

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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

MANDATORY PROJECTS

Project 001- Large Tree Placement in Streamcourse. See attached project description and specifications.

Project 002- Cut, Skid and Deck Non-Commercial Thinning, Slash Treatment. See attached project description and specifications.

Project 003- Non-Commercial Thinning, Slash Treatment. See attached project description and specifications.

Project 004- Aspen Buck and Pole Fence Construction. See attached project description and specifications.

OPTIONAL PROJECTS

Project 005- Non-Commercial Thinning, Slash Treatment. See attached project description and specifications.

ATTACHMENT A

Mandatory Service Projects

Project 001: Large Tree Placement in Streamcourse - 4 Trees

End Result: Place whole trees in the banks of streams as 'structures' to mimic small naturally occurring log jams to improve stream dynamics and fish habitat.

Project Location: Trees are identified on the ground with yellow paint and are located adjacent to Cutting Unit 66 and shown on Contract Area Map as Project 001.

Project Specifications:

Cutting Unit	Number of Trees
66	4

Whole trees, with branches and root wads attached are preferred. The goal would be to get the majority of the tree available into the stream/stream banks. Some selected trees are only long enough for the tip (top 10 feet) to reach the channel and others are long enough for half of the tree to be placed across the channel. Where single trees are designated, outside of clumps, a perpendicular or slightly upstream orientation is preferred. The preferred method for accomplishing this tree placement is uprooting the whole tree including the root wad. Other methods can include felling and/or moving into the streamcourse.

Project 002: Cut, Skid, and Deck Non-Commercial Thinning, Slash Treatment - 231 Acres

End Result: Improve health and vigor of large trees by removing smaller diameter competing trees, and improve forest health by removing mistletoe infected trees.

Work Activity: All non-commercial trees 6.0 to 8.0 inches stump diameter when measured 4.0 inches above the ground on the uphill side of the tree and all non-old growth western junipers within 6.0 inches stump diameter and less than 16.0 inches DBH, are to be cut according to the thinning specifications below and moved to the landing and decked. Decks shall be organized to facilitate removal of main stem.

All designated trees 1.0 foot tall up to less than 6.0 inches in stump diameter shall be cut, lopped and scattered according to thinning specifications stated below.

Project Location: This project work will occur within commercial Cutting Unit boundaries stated below and as shown on the Contract Area Map.

Project Specifications:

Cutting Unit	Thinning Specifications
64	Cut all grand fir, lodgepole pine and mistletoe-infected trees. Also cut all small trees within 20 feet of a ponderosa pine that is 2.0 inches DBH and greater or a mountain mahogany that is 6 feet tall or taller. No thinning in leave area. Thin remaining trees to a 20 foot average spacing.
65	Cut all grand fir and all mistletoe-infected trees. Also cut all small diameter trees within 20 feet of a 21.0 inch DBH and greater Ponderosa Pine. Thin remaining trees to a 20 foot average spacing.
66	Cut all grand fir and all Douglas-fir with any mistletoe infection. Also cut all trees within 20 feet of a 21.0 inch DBH and greater Ponderosa Pine. No thinning within 10 feet of Class IV stream channel. Thin remaining trees to a 20 foot average spacing.
106	Cut all grand fir and mistletoe-infected Douglas-fir. Also cut all small trees within 20 feet of a ponderosa pine that is 21.0 inches DBH and greater or a mountain mahogany that is 6 feet tall or taller. Also cut all trees within 50 feet of a live aspen sprout. Do not cut within the leave area along the swale in the south center of the unit (25 foot either side extending up approximately 100 feet from the road). Thin remaining trees to an 18 foot average spacing.
113	Retain four 1/10 acre leave areas in the connective corridor portion of unit (to the west of the spring complex) and do not thin within them. Select areas of dense cover and avoid areas of old ponderosa pine. Cut all grand fir and all mistletoe-infected trees. Thin remaining trees to an 18 foot average spacing.
114	Cut all grand fir, lodgepole pine and mistletoe-infected trees. Also cut all small trees within 20 feet of a ponderosa pine that is 21 inches DBH and greater. Also cut all trees with 75 feet of a live aspen stem that is 3 inches DBH and greater. Thin remaining trees to a 20 foot average spacing.

Project 003: Non-Commercial Thinning and Slash Treatment - 74 Acres

End Result: Enhance growth and vigor of Aspen by removing competing vegetation, improve health and vigor of large trees by removing smaller diameter competing trees, and improve forest health by removing mistletoe infected trees.

Work Activity: All designated trees less than 8.0 inches stump diameter, when measured 4 inches above the ground on the uphill side of the tree, and all non-old growth western juniper less than 16.0 inches DBH shall be cut, lopped and scattered according to thinning specifications stated below.

Project Location: This project work will occur within commercial Cutting Unit boundaries stated below and as shown on the Contract Area Map.

Project Specifications:

Cutting Unit	Thinning Specifications
62	Cut all grand fir, western larch and Douglas-fir with dwarf mistletoe. Thin remaining trees to an 18 foot average spacing.
80	Retain 5% of this unit in unthinned leave areas of about 1/10 acre in size (2 acres in total leave areas). Flag areas prior to thinning. Place areas where there is abundant down wood, snags, or dense cover. Avoid areas near old ponderosa pine. Outside of leave areas, cut all grand fir and mistletoe-infected Douglas-fir. Thin remaining trees to an average 20 foot spacing.
84	Cut all grand fir and all mistletoe-infected trees. Thin remaining trees to an 18 foot average spacing.

Project 004: Aspen Buck and Pole Fence Construction - 750 feet

End Result: This fence shall be constructed around a small aspen stand and shall be effective in excluding big game and domestic cattle.

Project Location: This project consists of constructing approximately 750 feet of buck and pole fence around an aspen stand within cutting unit 106.

Project Specifications:

Bucks (posts): Buck logs will be cut to 6' lengths and not less than 5 inches in diameter on the small end.

Poles (rails): Poles will be cut to 12' lengths and no less than 3 inches in diameter on the small end. Ends will be notched not more than 1/3 of the diameter of that end and approximately 10" from end.

Ties or cross pieces: Reinforcing ties will be cut to 6' lengths and not less than 2" on the small end.

Nails: 60d and 70d will be used.

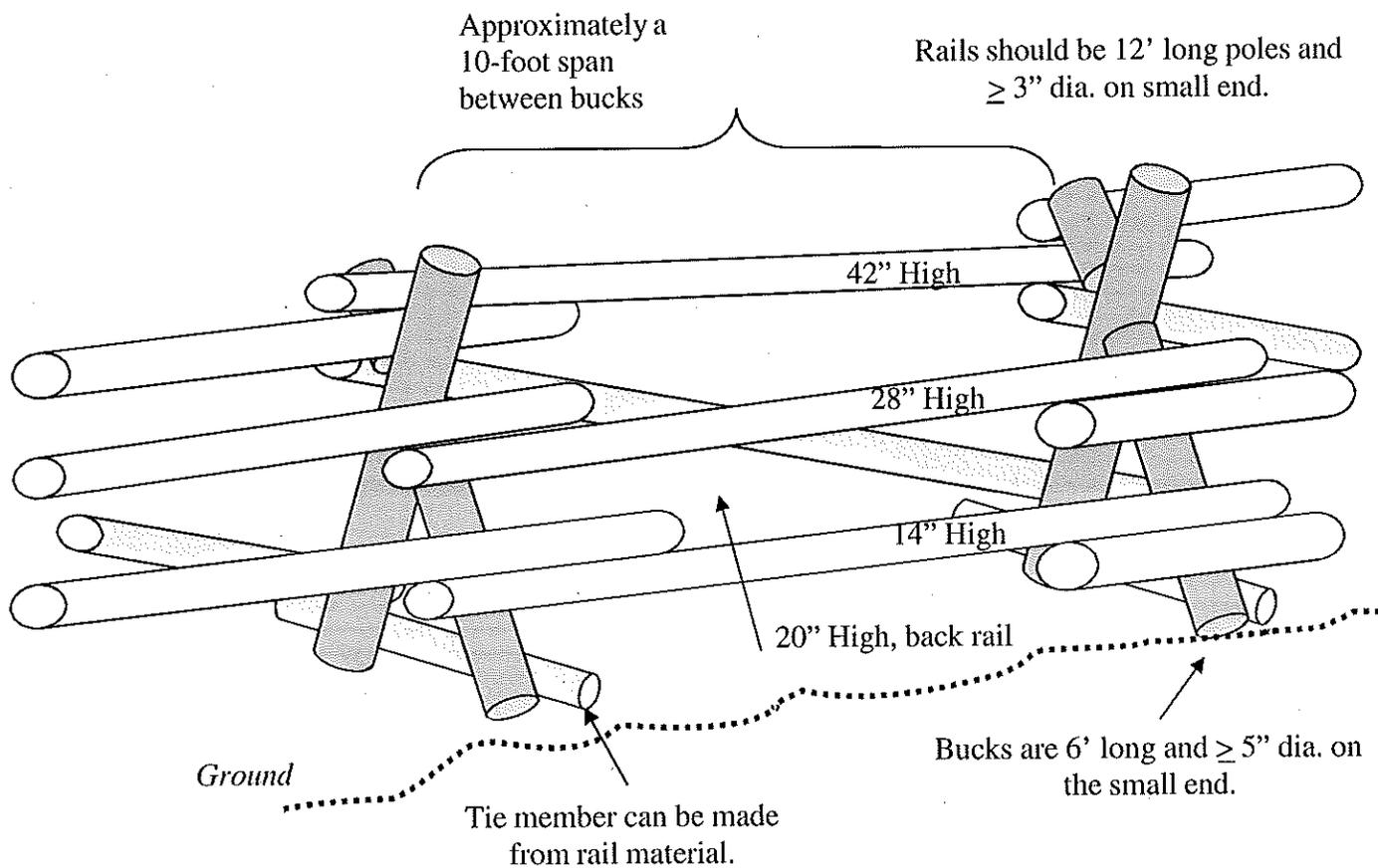
Construction of A-frames: A-frames are constructed by laying 2 posts (bucks) on the pattern, crossing at the top at an angle of 60 degrees, with 1-foot of each post extending above the apex of the A-frame (see Figure 1). Make 2 shallow cuts on the bottom post, placing each cut along and parallel to, either side of the top post. Make similar cuts on the underside of the top post. These cuts delineate the notch zones. Remove the posts from the pattern and roll them such that the notch zones are on top. Make parallel cuts, approximately 3 inches deep and 1 inch apart within the notch zone. Next take a hammer and knock out the slats to form the notch (figure 2). Keep posts together in their matched pairs or they may not fit together.

Assembling the A-frames: Figure 3 shows a side view of a buck and pole fence, giving the dimensions of the A-frames and placement of the rails. To construct the A-frames, lay one post at a 60-degree angle, on top of the other post, and lock the notches together. Drive a single 7-or 8-inch spike through the center of the intersecting posts. Take a 6-foot pole and attach it to the bottom of the A-frame, about 8 inches from the bottom of each post, using 60D nails. The crosspiece should extend approximately 6 to 8 inches beyond the posts, on the outside of the frame. The lowest fence rail will be placed on top of this crosspiece extension.

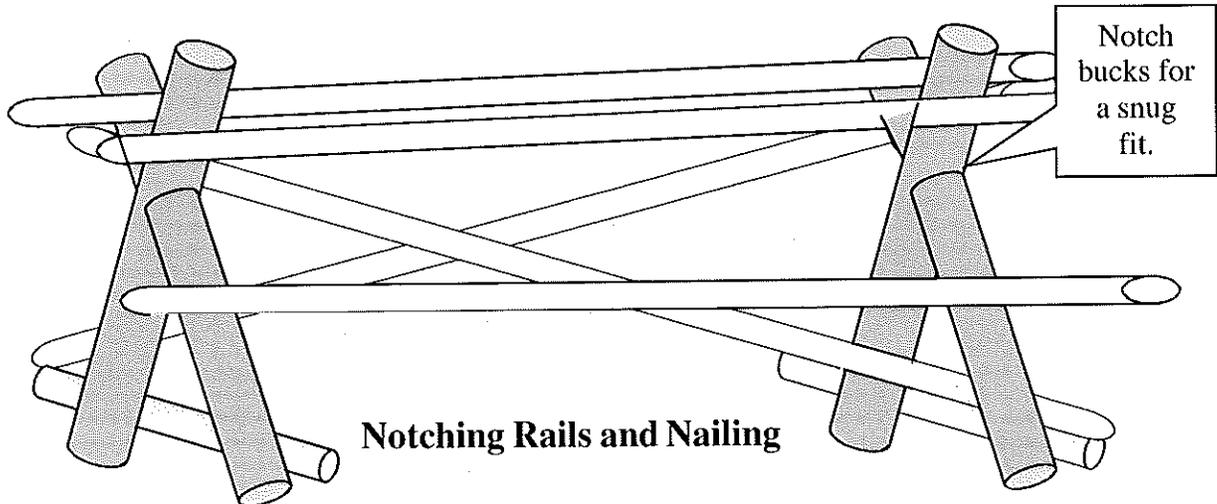
A-frame erection: Join two A-frames together by placing the top rail between the forks of the two A-frames and attaching to the posts. Select the proper spike size by allowing for a minimum of 2-inches of nail penetration through the rail and into the post. The rails should overhang the A-frames by 10-12 inches, especially on corners and curves. After the top rail is attached, nail on the bottom rail. This rail sits on top of the 6-foot crosspieces attached to the bottom of the A-frames. If using the back rail, attach it now. A back rail shall be placed on every other section. The back rail shall be placed on top of the crosspieces.

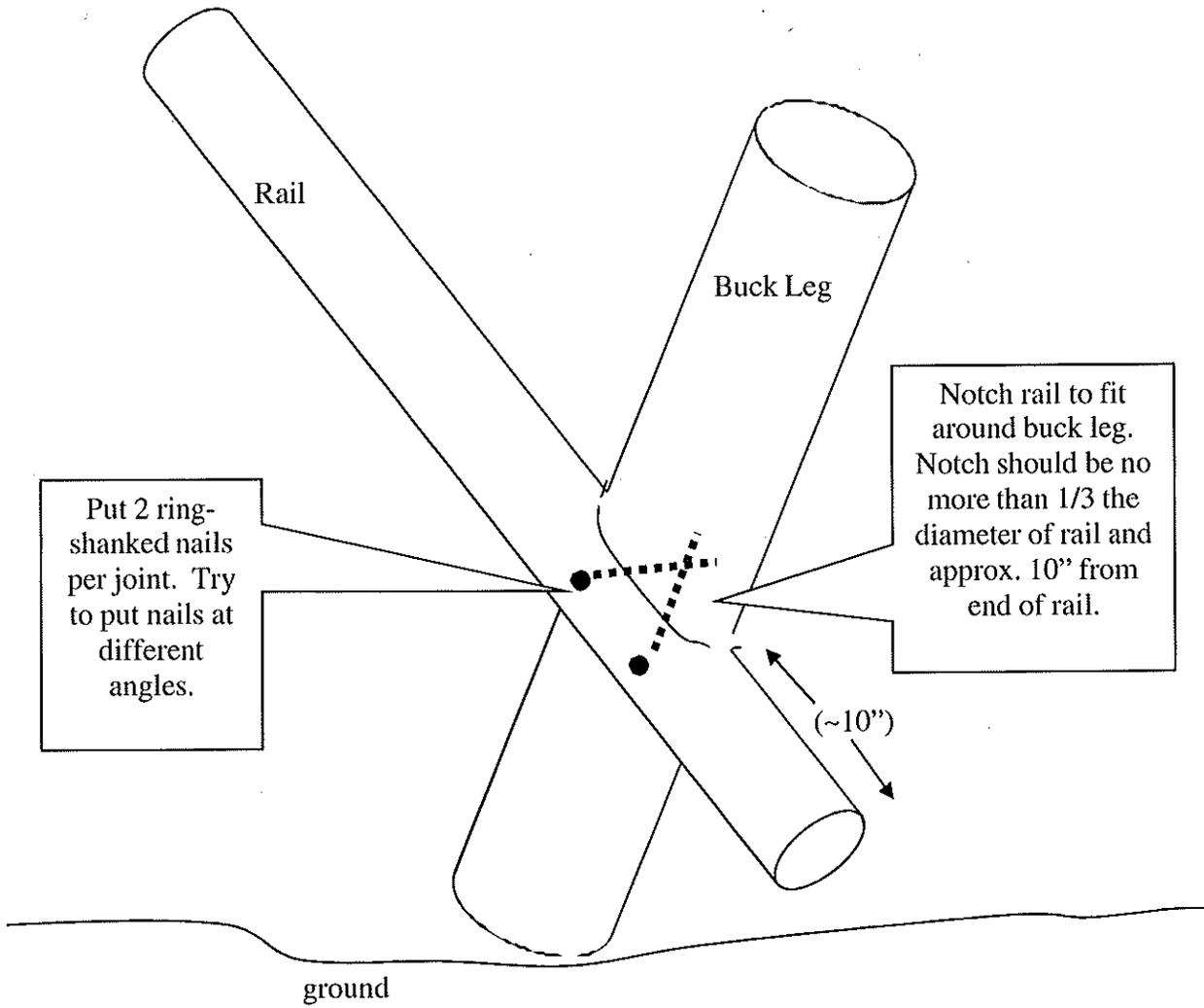
Rail attachment: After the A-frames are up, place the remaining 4 rails between the top and bottom rails, no more than 10 inches apart, where possible.

Buck & Pole Configuration



Buck section with a Double X Brace. Put one Double X Brace for every fifth buck sections.





Optional Service Projects

Project 005: Non-Commercial Thinning and Slash Treatment - 246 Acres

End Result: Enhance growth and vigor of Aspen by removing competing vegetation, improve health and vigor of large trees by removing smaller diameter competing trees, and improve forest health by removing mistletoe infected trees.

Work Activity: All designated trees less than 6.0 inches in stump diameter, when measured 4 inches above the ground on the uphill side of the tree, and all non-old growth western juniper less than 16.0 inches DBH shall be cut, lopped and scattered according to thinning specifications stated below.

Project Location: This project work will occur within commercial Cutting Unit boundaries stated below and as shown on the Contract Area Map.

Cutting Unit	Thinning Specifications
67	Cut all small diameter trees within 30 feet of a 21.0 inch DBH and greater Ponderosa Pine and thin remaining trees to a 20 foot average spacing.
68	Cut all grand fir and mistletoe-infected trees. Thin remaining trees to an average 20 foot spacing.
69	Retain 10% of the southern 400 feet of this unit in unthinned leave areas ranging from 1/10 to 1/4 acre in size (6 acres total leave area). Flag leave areas prior to thinning. Select areas of dense small tree cover and avoid areas with old ponderosa pine. Outside of leave areas, cut all grand fir and all mistletoe infected trees. Also cut all trees within 25 feet of a 21.0 inch DBH and greater ponderosa pine. Thin remaining trees to an average 20 foot spacing.
70	Cut all grand fir and mistletoe-infected Douglas-fir. Also cut all small trees within 25 feet of a ponderosa pine that is 21.0 inch DBH and greater or a mountain mahogany that is 6 feet tall or taller. Thin remaining trees to a 20 foot average spacing.
81, 82, 83, 107, 108, 110	Cut all grand fir and all trees within 30 feet of a 21.0 inch DBH and greater ponderosa pine. Thin remaining trees to an 18 foot average spacing.
111	Cut all grand fir and mistletoe-infected trees. Thin remaining trees to a 18' average spacing .
112	Retain three 1/10 acre leave areas in the northern 300 feet of the unit. Flag leave areas prior to thinning and do not cut within them. Select leave areas of dense understory cover and avoid areas within 60 feet of 21.0" DBH and greater ponderosa pines. Cut all grand fir and all mistletoe-infected trees. Thin remaining trees to a 18' average spacing .
85	Cut all grand fir and Douglas-fir. Thin remaining trees to 20 foot average spacing.

GENERAL NON-COMMERCIAL THINNING AND SLASH SPECIFICATIONS

SELECTION OF LEAVE TREES

Leave trees as described herein and on the Detailed Information Sheets for individual units, shall be determined by the Contractor and shall be the best, crop-suitable trees available to meet average spacing requirements.

(A) Species Preference - The preference for leave tree species is the following order, unless specified differently on an individual unit basis:

1. Western larch
2. Ponderosa pine
3. Douglas-fir
4. Lodgepole pine

It is preferred, for example, to leave a smaller healthy ponderosa pine or western larch before leaving a larger Douglas-fir.

(B) Spacing - the desired average spacing between leave trees. To reduce the incidence of insect and disease problems in thinning units, the spacing guidelines may be or may not be met. The average spacing will be varied by plus or minus 25 percent to ensure retention of the best trees.

(C) Leave Tree Selection - The Contractor shall select leave trees based on the species preference (listed above) and/or on the unit specific information and then the criteria listed below. The contract definition and specifications also help in determining leave tree selection. The Government may mark individual leave trees and/or groups of leave trees prior to thinning. The general concepts of leave tree selection are as follows:

(1) First, leave the most dominant trees, with at least 30 percent live crown, good color and form, free of insects, disease, and free of damage or defect.

(2) Second, leave co-dominant trees, with at least 30 percent live crown, good color and form, free of insects and disease, and free of damage or defect.

(D) Thinning in Riparian Habitat Conservation Areas (RHCAS), along streams, near springs, seeps, ponds, and reservoirs. - The thinning prescription may be modified when cutting trees near these bodies of water and dry streambeds. Generally, a leave area is specified for a specific distance along both sides of a stream where no thinning is done. In other cases, the desired spacing between leave trees near creeks may be closer. See unit specific instructions for treatments along creeks. Known streams and springs are shown on the unit maps, additional water features may be found by the contractor. The locations of these water features on the unit maps are approximate.

(E) Old Growth Juniper - old growth juniper trees are defined as trees with rounded tree crowns, regardless of diameter and are designated to be left standing. These old trees could also be described as having a flat top crown, or exhibit a dead spike top, or may have declining crown foliage. They may have holes in the tree bole that function as nest cavities as well indicated heart rot. The younger juniper trees that are designated to be cut usually have a pointed tree crown and are typically conical (cone-shaped crown).

(F) Mountain-Mahogany Patches - Some units will have small inclusions of mountain-mahogany patches that are densely grown with juniper growing within the patch. All mountain-mahogany is designated to be left standing, and due to the density of the

mahogany the juniper growing in these areas that is designated to be removed, can be girdled instead of felled.

CUT TREE EXECUTION

All trees 1 foot tall or taller up to the minimum merchantability specifications shall be considered for cutting using the following:

(1) All live excess trees not needed to meet average spacing requirements, or not otherwise designated as a leave tree or a reserve tree.

(2) All cull trees.

(3) All Western Juniper trees over 1 foot tall and up 16 inch DBH (unless it has old growth characteristics) and all grand from over 1 foot tall and up to the minimum merchantability size.

(A) Cutting specifications:

(1) Trees shall be cut below the lowest live limb. Stump height of cut trees shall be no higher than 8 inches above ground level.

(2) Trees shall be completely severed from the stump. A cut tree which is not completely severed from its stump will be counted as an excess tree on the inspection summary.

(3) Trees shall be felled away from roads open for travel, established trails, fence lines, aspen, mountain-mahogany patches, etc. Trees shall be felled onto skid trails, closed roads and temporary roads when available.

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

(5) No girdling of western juniper will occur within 35 feet of any open road, trail, fence or dispersed camp.

(6) Trees shall be felled into or towards stream channels when present.

TREATMENT OF SLASH

All units in this contract shall incorporate the treatment of slash as part of the required work. Slash specifications for individual units are listed.

(1) No thinning slash shall be allowed outside the contract boundary, unless otherwise approved.

(2) Contractor shall remove and scatter (pullback) all thinning slash from roads, fences, and trails to keep them passable at all times.

(a) Roads and fences: Remove all activity-created slash from any open road surface, and within 10 feet of any open road surface or fence line. Approximate fence locations are shown on the unit maps.

(b) Trails: Remove all activity-created slash from the surface of, and within 10 feet of any designated hiking trail, horse trail, OHV trail, snowmobile trail, ski trail, etc. Approximate trail locations are shown on the unit maps. The 10 foot

clearing requirement for ski trails is determined as 10 feet from the centerline of the trail.

(c) Firelines: Remove all activity created slash within 5 feet of each side of the fireline.

(3) Slash shall be lopped and scattered so that it lies no higher than 18 inches above the ground or as stated otherwise in the unit specific instructions.

(4) Bucking - All thinning slash shall be bucked to lengths not to exceed 10 feet. Tree holes shall be in contact with the ground.

(5) Slash Pull Back around Trees 21 Inch DBH and Greater and Snags - No thinning slash will remain within 6 feet of the bole of live trees that are 21 inch DBH (and larger), or snags 16 inch DBH (and larger) that are least 13 feet tall. This can be achieved by falling cut trees away from these large trees and snags, and by additional pulling back of the slash that is within 6 feet of the tree bole.

DEFINITIONS

Thinning - The cutting and killing of trees in excess of those to be left for future management.

Girdling - The removal of all the bark and cambium around the tree bole for a minimum height of 12 inches. The girdled area should be a minimum of three feet above the ground. There shall be no live limbs left below the girdling point.

Average Spacing - The distance in feet between leave trees as defined in the unit specific information.

DBH (Diameter at Breast Height) Outside diameter of the tree stem at a point 4 ½ feet above ground level, measured from the high side of the base of the tree.

Leave Tree - Leave trees are those trees left uncut to meet the contract requirements and all trees over the maximum cut size. Other leave trees include the following, which are not included in the spacing requirements:

- (1) Engelmann spruce
- (2) Deciduous trees and shrubs (for example willow, chokecherry, aspen)
- (3) Mountain mahogany and bitterbrush
- (4) Dead trees (i.e. snags)
- (5) Any tree, regardless of size, that is marked with an orange band of paint and/or metal sign shall not be cut or damaged.
- (6) Any tree, regardless of size that is marked with a red band of paint and metal signs.

Cut trees - Generally all trees 12 inches tall or taller which do not meet the minimum merchantability limit and all western juniper (except old growth) up to 16.0 inches DBH that are not selected as leave trees. Cut trees include diseased, damaged, defective trees and undesirable species (or as specified on the Detailed Information Sheets). Grand fir is not an acceptable leave tree unless otherwise stated in the unit specific information.

Diseased Trees

- (1) Douglas-fir and lodgepole pine with any dwarf mistletoe and ponderosa pine and western larch with dwarf mistletoe infections in the top 1/3 of the live crown.

Mistletoe infected branches on ponderosa pine and western larch may be pruned within ½ inch of the tree bole if the result eliminates the infection and the tree otherwise meets leave tree specifications.

(2) Lodgepole pine with western gall rust bole infections or branch infections within 6 inches of the tree bole.

(3) Other diseases and/or ratings may be specified in the unit specific information.

Damaged Trees and/or Defective Trees

(1) Trees with crook, sweep, or snow bend (damaged) - (up to 12 inches DBH). Crooks or bends in the main bole which are less than 13 feet from the ground and offset more than 45 degrees from the longitudinal axis.

(2) Leaner Trees - (up to 12 inches DBH) Leaner trees are those where the main bole is offset more than 45 degrees from the longitudinal axis.

(3) Damaged Trees (up to 12 inches DBH)

(a) Trees that have been severely scarred or cut through the cambium for ¼ or greater the circumference of the tree.

(b) Trees with broken boles up to 13 feet high or more than two thirds of the live limbs are broken or missing.

(c) Trees that have been pushed over or are partially uprooted.

(d) Trees with top kill exceeding 30% of the total tree height.

(4) Undesirable Species - As listed below, unless otherwise specified on the Detailed Information Sheets:

(a) Western juniper, 12 inches tall and up to 16.0 inches DBH (unless it has old growth characteristics).

Excess Trees

(1) All uncut trees not needed to meet the average spacing requirements and those trees defined as damaged or defective or of undesirable species.

(2) Trees suspended in or leaning into leave trees.

(3) Trees not completely severed from the stump.

(4) Trees not cut below the lowest live limb.

(5) Stumps more than 8 inches above the ground.

(6) Trees not girdled to specifications.

Deficient Trees - Those trees cut that should have been left to maintain average spacing requirements.

Lopping and Scattering - The cutting of branches from the tree bole and the moving and/or rearranging of slash to meet a specified slash height.

Bucking - The cutting of tree boles to a designated length. Bucking needs to saw completely through the tree bole. The objective of bucking is to ensure that the tree bole lies on the ground and to facilitate meeting the average slash depth meets the required depth of 18 inch.

Handpiling - Hand placement of thinning slash into compact piles.

Slash - The term "slash" means all vegetative material including cull logs, blasted or pushed out stumps, chunks, broken tops, limbs, branches, rotten wood, damaged brush, damaged or destroyed reproduction, saplings or poles which were created or disturbed by any type of vegetative cutting, clearing, construction, or cultural treatment. Any portions of trees or snags that were previously felled are considered to be part of the slash.

Riparian Habitat Conservation Areas (RHCAS)

- **Class I and II RHCAS** (generally utilized by fish) - 300 feet from the edge of the stream channel. Also referred to as year-round streams.
- **Class III RHCAS** (generally streams which flow year-round, but not used by fish, also includes wetlands, lakes, and ponds greater than one acre). - 150 feet from the edge of the stream channel.
- **Class IV RHCAS** (generally streams with defined channels that do not flow year-round and are not utilized by fish, includes seeps, springs, and wetlands less than one acre). 50 feet from the edge of the stream channel. Also referred to as intermittent streams.

Roadside Clearing: All 2 digit roads (i.e. 42, 12, 58) and 4 digit roads (i.e. 5870, 4250, 4254) will have roadside clearing performed as part of the thinning when the unit boundary is the road or directly adjacent to the road. This work involves cutting of all non-merchantable trees within 10 feet from the edge of the road.

Cana IRTC Technical Specifics is Cheatsheet

For all noncommercial thinning the species preference for retention in priority is WL, PP, DF unless otherwise stated. All western juniper less than 16" DBH is to be cut unless it has old growth characteristics. All DF with any dwarf mistletoe infections are to be cut. All PP and WL with mistletoe in the top 1/3 of the crown are to be cut. Favor mistletoe-free DF over infected PP. These specifications apply to all conifer trees 12" tall or taller up to the minimum merchantability size.

Unit	Acres	Project #	Mandatory Project 001 # of Trees to Place in Stream	Technical Specifications
62	16	3		Cut all grand fir and all western larch or Douglas-fir with dwarf mistletoe. Thin remaining trees to a 18' average spacing.
64	78	2		Cut all grand fir, lodgepole pine and mistletoe-infected trees. Also cut all small trees within 20 feet of a ponderosa pine that is 21"+ DBH or a mountain mahogany that is 6 feet tall or taller. No thinning in leave area. Thin remaining trees to a 20' average spacing.
65	27	2		Cut all grand fir and all mistletoe-infected trees. Also cut all small diameter trees within 20 feet of a 21"+ DBH Ponderosa Pine. Thin remaining trees to a 20' average spacing.
66	27	2	4	Cut all grand fir and all Douglas-fir with any mistletoe infection. Also cut all trees within 20 feet of a 21"+ DBH Ponderosa Pine. No thinning within 10 feet of Class IV stream channel. Thin remaining trees to a 20' average spacing.
67	10	5		Cut all grand fir. Also cut trees within 25 feet of a ponderosa pine that is 21"+ DBH or a mountain mahogany that is 6 feet tall or taller. Thin remaining trees to a 20' average spacing.
68	28	5		Cut all GF and mistletoe-infected trees. Thin remaining trees to an average 20' spacing.
69	31	5		Retain 10% of the southern 400 feet of this unit in unthinned leave areas ranging from 1/10 to 1/4 acre in size (6/10 acre total leave area). Flag leave areas prior to thinning. Select areas of dense small tree cover and avoid areas with old ponderosa pine. Outside of leave areas, cut all grand fir and all mistletoe infected trees. Also cut all trees within 25 feet of a 21"+ DBH ponderosa pine. Thin remaining trees to an average 20' spacing.
70	19	5		Cut all grand fir and mistletoe-infected Douglas-fir. Also cut all small trees within 25 feet of a ponderosa pine that is 21"+ DBH or a mountain mahogany that is 6 feet tall or taller. Thin remaining trees to a 20' average spacing.
80	42	3		Retain 5% of this unit in unthinned leave areas of about 1/10 acre in size (2 acres total leave area). Flag areas prior to thinning. Place areas where there is abundant down wood, snags, or dense cover. Avoid areas near old ponderosa pine. Outside of leave areas, cut all grand fir and mistletoe-infected Douglas-fir. Thin remaining trees to an average 20' spacing.
81	17	5		Cut all grand fir and all mistletoe-infected trees. Thin remaining trees to a 18' average spacing. No thinning in leave area in SE tip of unit (25 feet from stream channel).
82	37	5		Cut all grand fir and all mistletoe-infected trees. Thin remaining trees to a 18' average spacing.
83	13	5		Cut all grand fir and all mistletoe-infected trees. Thin remaining trees to a 18' average spacing.
84	16	3		Cut all grand fir and mistletoe-infected trees. Also cut all small trees within 25 feet of a ponderosa pine that is 21"+ DBH or a mountain mahogany that is 6 feet tall or taller. Thin remaining trees to a 20' average spacing.
85	8	5		Cut all grand fir and all mistletoe-infected trees. Thin remaining trees to a 18' average spacing.
106	29	2 & 4		Cut all grand fir and mistletoe-infected Douglas-fir. Also cut all small trees within 20 feet of a ponderosa pine that is 21"+ DBH or a mountain mahogany that is 6 feet tall or taller. Also cut all trees within 50 feet of a live aspen sprout. Do not cut within the leave area along the swale in the south center of the unit (25 foot either side extending up approx. 100 feet from the road). Thin remaining trees to a 18' average spacing.
107	34	5		Cut all grand fir and all mistletoe-infected trees. Thin remaining trees to a 18' average spacing.
108	19	5		Cut all grand fir and all mistletoe-infected trees. Thin remaining trees to a 18' average spacing.
110	6	5		Cut all grand fir and all mistletoe-infected trees. Thin remaining trees to a 18' average spacing.
111	9	5		Cut all grand fir and all mistletoe-infected trees. Thin remaining trees to a 18' average spacing.
112	15	5		Retain three 1/10 acre leave areas in the northern 300 feet of the unit. Flag leave areas prior to thinning and do not cut within them. Select leave areas of dense understory cover and avoid areas within 60 feet of 21"+ DBH ponderosa pines. Cut all grand fir and all mistletoe-infected trees. Thin remaining trees to a 18' average spacing.
113	43	2		Retain four 1/10 acre leave areas in the connective corridor portion of unit (to the west of the spring complex) and do not thin within them. Select areas of dense cover and avoid areas of old ponderosa. Cut all grand fir and all mistletoe-infected trees. Thin remaining trees to a 18' average spacing.
114	27	2		Cut all grand fir, lodgepole pine and mistletoe-infected trees. Also cut all small trees within 20 feet of a ponderosa pine that is 21"+ DBH. Also cut all trees with 75 feet of a live aspen stem 3"+DBH. Thin remaining trees to a 20' average spacing.

Listed tree spacing requirements are stand averages. Spacing between individual trees may be plus or minus 25% of stated spacing in order to select the best tree. For example a 20 foot average spacing may have individual trees spaced between 15 and 25 feet apart. All trees, including those of merchantable size, are to be considered when determining spacing.

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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.

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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 0 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 0 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.

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(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

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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

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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.

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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.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.

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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.