

Contract Name: Gooch Track

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

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

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

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

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

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

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

Payment Unit	Paint Color	Designation
ALL	Orange	Boundary lines are marked on undesignated trees with three vertical slashes facing into the payment and stump marked at ground level.

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KT-CT.3.5.1# - DESIGNATION BY SPACING (06/2012)

Payment Units with Designation by Spacing are shown on Contract Area Map. The manner in which trees are to be cut or left is described as follows:

See Table KT-CT.3.5.1# - Designation by Spacing

KT - CT.3.5.1# - DESIGNATION BY SPACING (06/2012)

Payment Units with Designation by Spacing are shown on Sale Area Map. The manner as to which trees are to be cut or left is described as follows:

Payment Units: 1, 2, 3, 5, 7, 10, 11 & 13

All live pine and hardwood trees, except trees marked with orange paint or described below to be left uncut, that meet Utilization Standards and one or more of the following criteria are designated for cutting.

- (a) The tree is within 11 feet of a live pine that has a larger stump diameter than it; and the larger tree is not designated for cutting. The required end-result spacing is a maximum average of 17 feet.
- (b) The tree is within 11 feet of a live pine or hardwood tree greater than or equal to 21.0 inches stump diameter; and this tree is not designated for cutting.
- (c) The tree is marked with blue, green or yellow paint.

Distances are measured horizontal distance, outside bark stump height to outside bark stump height. Stump diameter is measured outside bark on a horizontal plane at ground level on the high side of the stump.

All oak, hickory, and dogwood trees greater than 5 inches DBH shall be left as leave trees, unless marked with yellow, blue or green paint. No tree greater than or equal to 21 inches stump diameter shall be cut, unless marked with yellow, blue, or green paint. Unit boundaries and other trees that shall be left uncut are marked with orange paint.

Purchaser and Forest Service shall agree to skid trail location under BT6.422. Skid trails shall be no greater than 14 feet wide with a 70 foot spacing. Quantities of trees located in skid trails are Included Timber under AT2.

Payment Units: 6 & 15

All live pine and hardwood trees, except trees marked with orange paint or described below to be left uncut, that meet Utilization Standards and one or more of the following criteria are designated for cutting.

- (a) The tree is within 12 feet of a live pine that has a larger stump diameter than it; and the larger tree is not designated for cutting. The required end-result spacing is a maximum average of 18 feet.
- (b) The tree is within 12 feet of a live pine or hardwood tree greater than or equal to 21.0 inches stump diameter; and this tree is not designated for cutting.
- (c) The tree is marked with blue, green or yellow paint.

Distances are measured horizontal distance, outside bark stump height to outside bark stump height. Stump diameter is measured outside bark on a horizontal plane at ground level on the high side of the stump.

All oak, hickory, and dogwood trees greater than 5 inches DBH shall be left as leave trees, unless marked with yellow, blue or green paint. No tree greater than or equal to 21 inches stump diameter shall be cut, unless marked with yellow, blue, or green paint. Unit boundaries and other trees that shall be left uncut are marked with orange paint.

Purchaser and Forest Service shall agree to skid trail location under BT6.422. Skid trails shall be no greater than 14 feet wide with a 70 foot spacing. Quantities of trees located in skid trails are Included Timber under AT2.

Payment Units 9, 12 & 16

All live pine and hardwood trees, except trees marked with orange paint or described below to be left uncut, that meet Utilization Standards and one or more of the following criteria are designated for cutting.

- (a) The tree is within 13 feet of a live pine tree that has a larger stump diameter than it; and the larger tree is not designated for cutting. The required end-result spacing is a maximum average of 19 feet.

- (b) The tree is within 13 feet of a live pine or hardwood tree greater than or equal to 21.0 inches stump diameter; and this tree is not designated for cutting.
- (c) The tree is marked with blue, green or yellow paint.

Distances are measured horizontal distance, outside bark stump height to outside bark stump height. Stump diameter is measured outside bark on a horizontal plane at ground level on the high side of the stump.

All oak, hickory, and dogwood trees greater than 5 inches DBH shall be left as leave trees, unless marked with yellow, blue or green paint. No tree greater than or equal to 21 inches stump diameter shall be cut, unless marked with yellow, blue, or green paint. Unit boundaries and other trees that shall be left uncut are marked with orange paint.

Purchaser and Forest Service shall agree to skid trail location under BT6.422. Skid trails shall be no greater than 14 feet wide with a 70 foot spacing. Quantities of trees located in skid trails are Included Timber under AT2.

Payment Units: 4 & 14

All live pine trees, except trees Marked with orange paint or described below to be left uncut, that meet Utilization Standards and one or more of the following criteria are designated for cutting.

- (a) The tree is within 14 feet of a live pine tree that has a larger stump diameter than it; and the larger tree is not designated for cutting. The required end-result spacing is a maximum average of 21 feet.
- (c) The tree is within 14 feet of a live pine or hardwood tree greater than or equal to 21.0 inches stump diameter; and this tree is not designated for cutting.
- (c) The tree is marked with blue, green or yellow paint.

Distances are measured horizontal distance, outside bark stump height to outside bark stump height. Stump diameter is measured outside bark on a horizontal plane at ground level on the high side of the stump.

All oak, hickory, and dogwood trees greater than 5 inches DBH shall be left as leave trees, unless marked with yellow, blue or green paint. No tree greater than or equal to 21 inches stump diameter shall be cut, unless marked with yellow, blue, or green paint. Unit boundaries and other trees that shall be left uncut are marked with orange paint.

Purchaser and Forest Service shall agree to skid trail location under BT6.422. Skid trails shall be no greater than 14 feet wide with a 70 foot spacing. Quantities of trees located in skid trails are Included Timber under AT2.

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

(a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection, Contracting Officer will suspend all or any part of Contractor's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

- (i) Slash disposal and road maintenance deposits;
- (ii) Cooperative work at rates established by specific agreement under ET.2.1.8;
- (iii) Damages pursuant to JT.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to ET.2.2;
- (vi) Periodic payments pursuant to ET.2.1.3;
- (vii) Extension Deposits pursuant to ET.2.1.7; and
- (viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under JT.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

(c) Pursuant to the Debt Collection Improvement Act of 1996, as amended, if payment is not received by Forest Service within 15 days after the date of issue indicated on the bill for collection:

(i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.

(ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.

(iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).

(iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.

(d) Forest Service remedies for Contractor's failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Contractor's Operations, and administrative offset, shall be stayed for so long as:

- (i) A bona fide dispute exists as to Contractor's obligation to make such payment and
- (ii) Contractor files and prosecutes a timely Claim.

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

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

See Contract Road Maintenance Requirements Summary Table.

KT - FT.3.1# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

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

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Pre-Haul Road Maintenance Specifications														
	From	To		1030	1040													

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications														
	From	To		1030	1040													
FS 1078	Highway 300	Termini	0.50	P	P													
FS 1082	Martin Mill Road	Termini	0.58	P	P													
FS 1104	Highway 300	Termini	0.40	P	P													

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications														
	From	To		1030	1040													
FS 1078	Highway 300	Termini	0.50	P	P													
FS 1082	Martin Mill Road	Termini	0.58	P	P													
FS 1104	Highway 300	Termini	0.40	P	P													

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

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

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

Cultural Resource Protection Measures: Boundaries of protected sites are marked with white paint (white triangles and/ or vertical slashes). No equipment is permitted within these boundaries. Timber within these boundaries is not included in AT.4.2/ AT.4.3 provisions.

Wildlife and Botanical Protection Measures: N/A

Cave Resource Protection Measures: N/A

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

Unless otherwise agreed in writing, no more than 2 Payment Units may be operated at one time. Upon completion of all contract requirements in a Payment Unit, an additional Payment Unit may be released for cutting if by such release the maximum number of Payment Units specified above, which may be operated at one time, is not exceeded.

The sequence for cutting Payment Units shall be: This sale consist of four different Designation of Spacing averages within the sale. The first set of Payment Units to cut are Payment Units 1, 2, 3, 7, 10, 11 & 13 with 11 foot spacing and an average of 17 feet. Payment Units 6 & 15 will follow with 12 foot spacing and an average of 18 feet. Next Payment Units are 9, 12 & 16 with 13 foot spacing and an average 19 feet. Lastly, Payment Units 4 & 14 will be cut with 14 foot spacing with an average of 21 feet.

Payment Units with similar spacing and average will be cut constantly together with other units with the same average and spacing. Purchaser will not be allowed to enter into a different set of units with a set of spacing?s/averages. Moving between Payment Units will be mutually agreeable with the Forest Service and the Purchaser.

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KT-GT.4.0.1# - CONDUCT OF LOGGING (09/2004)

Unless otherwise agreed in writing, the Contractor shall take the following measures to minimize breakage of logs and to protect residual trees and other National Forest resources:

Applicable Within Payment Unit(s) 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15 and 16, the skidding pattern shall be approved by Forest Service in advance of felling and main skid roads/trails shall be located on the ground in advance of felling.

N/A To avoid unnecessary turning of logs in Payment Unit(s) N/A, the Contractor shall fell with the lead of the trees toward skid trails. The Contractor shall employ directional felling techniques such as wedging, jacking, cable winching, or other methods, as needed to direct the fall of the tree.

Applicable Outside of clearcutting areas and authorized clearings, tractors shall be equipped with a winch to facilitate skidding. Products shall be winched (end-lined) as needed to protect resources or residual trees from unnecessary damage.

N/A In areas shown on Contract Area Map with the symbol W, all ground-based skidding equipment shall be confined to approved skid roads or trails and all Included Timber shall be winched to the skidder before transfer to the log landing. Winching may be required for distances up to N/A feet.

N/A In Payment Unit(s) N/A, skidding of products greater than N/A feet in length is prohibited.

KT-GT.5# - STREAMCOURSE PROTECTION (09/2004)

The following are required in addition to the Standard Provisions under GT.5:

Applicable Fords may be permitted with written authorization in locations containing rock or rock-fragment bottoms or where streams can be protected with corduroy or gravel.

N/A All vehicles are prohibited within a N/A Marked boundary along either side of Streamcourses that are shown on the Contract Area Map. Vehicles will be allowed to cross Streamcourses only at locations designated by the Forest Service or as essential to construction or removal of culverts or bridges.

KT - GT.6.0.1# - REVEGETATION PLAN AND SPECIFICATIONS (08/2006) *The seeding season(s) shall be during the inclusive dates listed below, unless otherwise agreed.*

Revegetation Plan and Specifications, Seeding Season(s) Table

Seeding Season	<u>Z/ From Date</u>	<u>Z/ To Date</u>
Spring	April 15 th	June 15 th
Fall	September 1 st	November 1 st

***Dates could change if agreed upon by the Forest Service.**

Revegetation Plan and Specifications, Fertilizer and Seed Table

Seed shall be planted between 1/8to ¼ inch deep.

Spring Season – April 15th – June 15th*

Fertilizer	Pounds/Acre	Seed	Pounds/Acre
N/A	N/A	Brown top Millet ¹	10+
		Switchgrass 'Alamo' ²	4
		Big bluestem 'KY ecotype' or 'Kaw' ²	4
		Indiangrass 'Americus' or 'KY ecotype' ²	4

¹ Spring Oats may also be used at 30 pounds per acre

² Can use locally collected seed

Fall Season – September 1st – November 1st*

Fertilizer	Pounds/Acre	Seed	Pounds/Acre
10-10-10 or equivalent	500	Crimson Clover	15
		Hairy Vetch	15
		Wheat	60

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

Revegetation Plan and Specifications, Cooperative Deposit Table

Lump Sum Amount	Amount Per Unit of Volume
N/A	N/A

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

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

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

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

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

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

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

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

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

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

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

Applicable Mulch at the rate of 3,000 pounds per acre shall be applied. The Forest Service will identify the areas where mulch is required in addition to those specified elsewhere in this contract. Hay, straw, pine straw or shredded bark or other mulch acceptable to the Forest Service may be used as mulching material.

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

Applicable Seeding operations shall not begin without the presence of a Forest Service representative.

Applicable Other revegetation specification: any mulch such as hay, straw, pine straw or shredded bark, shall be certified WEED FREE.

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

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

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KT-GT.6.3.2# - TEMPORARY ROADS (09/2004)

Applicable Unless otherwise agreed in writing, Temporary Road construction shall not be scheduled to occur outside the seeding season(s) listed in KT-GT.6.0.1#.

Applicable Unless otherwise agreed in writing, Temporary Road construction shall not be scheduled to occur outside the Normal Operating Season(s) listed in AT.13.

The location and clearing widths of all Temporary Roads shall be agreed to and all timber within the clearing limits shall be paid for before construction is started. Temporary roads shall follow the general contour insofar as practical with maximum grades not to exceed 15 percent for lengths up to 100 feet. Construction shall include frequent broad-based dips or breaks in grade as necessary to remove runoff from the road. Clearing width shall not exceed that needed for safe and efficient operations, and the travel way shall not exceed 12 feet except at turnouts and landings. Crossings shall be located perpendicular to any stream or drainage.

Concurrent with Temporary Road construction, the Contractor shall install straw or hay bales, silt fence or brush/slash barriers at the base of the fill along Temporary Roads adjacent to Streamcourses and at other sensitive areas shown on Contract Area Map per the following requirements:

See Table KT-GT.6.3.2# - Temporary Roads, Silt Barrier Table

At Streamcourse crossings, cut and fill slopes and other disturbed areas within 25 feet slope distance of the Streamcourse shall be protected by seeding and mulching within one day the construction occurs.

As necessary to attain stabilization of roadbed and cut and fill slopes of Temporary Roads, the Contractor shall employ such measures as outsloping, revegetation, mulching, drainage dips, water spreading ditches and silt barriers.

Unless otherwise agreed, cut banks and fill slopes shall be sufficiently sloped to facilitate revegetation.

The Contractor shall place and maintain the following depth of gravel or crushed stone on all Temporary Roads at the following locations:

See Table KT-GT.6.3.2# - Temporary Roads, Gravel Requirements Table

Contractor shall maintain all erosion control structures such as silt barriers, water-spreading ditches and broad based dips in a functional condition during Contractor's Operations. Contractor shall stabilize and close to vehicular traffic all Temporary Roads prior to periods of inactivity.

Except for Temporary Roads to remain open under GT.6.3.1, after a Temporary Road has served Contractor's purpose, the Contractor shall give notice to the Forest Service and shall remove bridges and culverts, eliminate ditches, out-slope roadbed, remove ruts, remove outside berms by pulling the material back onto the road surface, effectively block the road to normal vehicular traffic, and build cross ditches and water bars as staked or otherwise marked on the ground by Forest Service unless agreed otherwise in writing. When bridges and culverts are removed, associated fills shall also be removed to the extent necessary to restore channel to natural size, slope and bottom, and to permit normal maximum flow of water and protection of adjacent resources.

KT - GT.6.3.2# - TEMPORARY ROADS (08/2004)

Temporary Roads, Silt Barrier Table

Side Slope Percent	Distance From Stream course
0 - 20	75

Table KT - GT.6.3.2# - Temporary Roads, Gravel Requirements Table

Location	Distance (feet)	Percent Grade	# Inches of Gravel or Crushed Stone
Approaches to surfaced roads	75	Not Applicable	3 inches, #4 Stone
Stream crossing (distance either side of Stream course)	Not Applicable	Not Applicable	Not Applicable
Steep grades of short distance	Not Applicable	Not Applicable	Not Applicable
Wet or erosive prone soils	30	Not Applicable	3 inches, #4 Stone
Dips, moist sites, erosive prone soils, and fills over culverts	30	Not Applicable	3 inches, #4 Stone

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

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

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

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

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

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

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

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

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

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

KT - GT.7# - SLASH TREATMENT (08/2004)

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

Map Symbols	Title	Treatment
SS	Slash Treatment Zone	Adjacent to roads within the Sale Area marked with the map symbol, the Purchaser shall lop and scatter all slash to lie within 3 feet of the ground for a distance of 50 feet measured from the edge of the clearing limit.

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

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

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

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

Stewardship Projects

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

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

Steward Projects Summary

Item #	Descriptions	Unit of Measure	Quantity
Mandatory Work			
1	Gate Installation	Each	5
2	Culvert Replacement	Each	1
3	Rehab of Wildlife Openings	Acres	20
Optional Work			
4	Mid-Story Control	Acres	254
5	NNIS Treatment	Acres	254
6	RCW Artificial Nest Inserts	Each	4
7	RCW Cavity Maintenance	Each	84

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

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

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

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

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

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

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

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

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KT-IT.2.1.2 - 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.

KT-IT.2.3.1# - ADDITION OF NET GROWTH (09/2004)

In event of Contract Term Extension, net growth shall be added to all uncut designated timber, except on the partially cut Payment Units exempt from redetermined rates under DT.1. On the partially cut Payment Units to which redetermined rates apply under DT.1, the Forest Service shall determine the approximate percentages of area remaining uncut. These percentages shall be applied to the original estimates of timber quantity in each Payment Unit to determine the approximate quantity of designated timber remaining in each Payment Unit. The growth percentages listed herein shall be applied to these estimated remaining quantities to obtain total net growth of uncut timber in the partially cut Payment Units. For both un-entered and partially cut Payment Units, the determination of volume subject to addition of growth shall be made as of 45 days prior to the original Termination Date shown in AT.12 with no adjustment for any timber subsequently Released for Cutting or cut and removed prior the effective date of Contract Term Extension. Growth shall be calculated on the basis of total number of full growing seasons from September 30, 2013 until the Termination Date, including any Contract Term Adjustment.

Applicable annual growth percents by species or species groups and products are:

See Table KT-IT.2.3.1# - Addition of Net Growth, Percent Growth Table

Payment for the additional growth in partially cut Payment Units for which growth is applicable shall be made prior to the effective date of Contract Term Extension.

Table KT - IT.2.3.1# - Addition of Net Growth, Percent Growth: Payment for the additional growth in partially cut Payment Units for which growth is applicable shall be made prior to the effective date of Contract Term Extension.

Applicable annual growth percent by species or species groups and products are:

Species or Species Group	Product	Annual Growth Percent
Southern Yellow Pine	Sawtimber	4
Hardwood	Sawtimber	4
Southern Yellow Pine	Non-Sawtimber	5
Hardwood	Pulpwood	7

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (9/04)

Contract Name: Gooch Stewardship

SECTION 1. GENERAL

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

The Contractor shall maintain roads, commensurate with the Contractor's use, in accordance with the Road Maintenance Requirements Summary and Road Maintenance Specifications. Performance of road maintenance work by the Contractor may be required prior to, during, or after each period of use. The timing of work accomplishment shall be based on the Contractor's operating schedule under Standard Provision GT.3.1.

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

Unless the Contracting Officer or designee agrees in writing otherwise, prehaul maintenance shall be completed on any portion of road prior to hauling on that portion.

The Contractor shall attend to the following situations as they occur and concurrently with sale operations: remove slides, fallen timber and other obstructions and overhanging brush obstructing road sight distance. Excess material resulting from any maintenance activity shall not be placed at locations where it will wash into streams.

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

SECTION 2. ROAD MAINTENANCE DEFINITIONS

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

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

Berm. Curb or dike constructed to prevent Roadway runoff water from discharging onto embankment slope.

Borrow. Select Material taken from designated borrow sites.

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

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (9/04)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Waterbar. A dip in the Roadbed which intercepts surface runoff and diverts the water off the Roadway. A Waterbar is not designed to be traversable by logging trucks.

ROAD MAINTENANCE REQUIREMENTS
FS-2400-13T Contracts (9/04)

SECTION 3. ROAD MAINTENANCE REQUIREMENTS SCHEDULE

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications									
	From	To											
N/A													

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To		1030	1040								
FS1078	S - 300	Termini	0.50	P	P								
FS 1082	C - 29	Termini	0.58	P	P								
FS 1104	S - 300	Termini	0.40	P	P								

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications									
	From	To		1030	1040								
FS 1078	S - 300	Termini	0.50	P	P								
FS 1082	C - 29	Termini	0.58	P	P								
FS 1104	S - 300	Termini	0.40	P	P								

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

SECTION 4. ROAD MAINTENANCE ACTIVITY SPECIFICATIONS

INCLUDED SPECIFICATIONS

<u>Activity No.</u>	<u>Activity Specification Title</u>
1030	Surface Blading (Grader)
1040	Spot Surface Course Placement

ROAD MAINTENANCE REQUIREMENTS
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ACTIVITY 1010 - SLIDE AND SLUMP REPAIR

DESCRIPTION

1.1 Slide removal is the removal from Roadway and disposal of any material, such as soil, rock, and vegetation that cannot be routinely handled by a motor grader during Ditch Cleaning, Activity 3020 and Surface Blading (Grader), Activity 1030.

Slump repair is the filling of depressions or washouts in Roadway which cannot be routinely filled by a motor grader during Surface Blading.

Slide removal and Slump repair includes excavation, loading, hauling, placing, and compacting of waste or replacement Material and the development of disposal or borrow areas.

REQUIREMENTS

3.1 Slide Material, including soil, rock and vegetative matter which encroaches into the Roadway, shall be removed. The slope which generated the Slide Material shall be reshaped during the removal of the Slide Material. Slide Material deposited on the fillslope and below the Traveled Way will not be removed unless needed for slope stability or to protect adjacent resources.

Existing Surface and Base Course Material shall be conserved during Slide removal operations. Removed Slide Material shall be uniformly placed on fill slopes unless agreed otherwise.

3.2 When filling Slumps, Borrow shall be obtained from agreed locations, placed in layers, and compacted by operating the hauling and spreading equipment uniformly over the full width of each layer.

Existing Surface and Base Course Material shall be salvaged when practical and re-laid after depressions have been filled.

The repaired areas of the Slump shall conform to the cross-section of the adjacent undisturbed Roadway.

ACTIVITY 1030 - SURFACE BLADING (GRADER)

DESCRIPTION

1.1 Surface blading is keeping a native or aggregate surfaced Roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the Crown, Inslope or Outslope of the Traveled Way, Turnouts, and Shoulder; repairing Berms; blending approach road intersections; and cleaning bridge decks, Drainage Dips, and Lead-off Ditches. This work shall be completed with a motor grader.

REQUIREMENTS

3.1 Surface blading shall be performed before, during, and after Contractor's use as often as necessary to facilitate traffic and proper drainage.

3.2 The surface blading shall preserve the existing cross-section. Surface irregularities shall be eliminated and the surface left in a free-draining state and to a smoothness needed to facilitate traffic. Surface Course Material which has been displaced to the Shoulders or Turnouts shall be

ROAD MAINTENANCE REQUIREMENTS

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returned to the Traveled Way. The blading operation shall be conducted to conserve surface Material and to provide for a thorough mixing of the Material being worked.

3.3 On native surfaced roads, Material generated from backslope Sloughing, and ditch cleaning may be blended with the surface Material being worked. On aggregate surfaced roads this Material shall not be blended with Surface or Base Course Material unless agreed otherwise.

3.4 Roadway backslopes shall not be undercut.

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

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

3.7 Rocks or other Material remaining on the Traveled Way after the final pass that are 4 inches in diameter or larger shall be removed. The unsuitable Material shall be disposed of by sidecasting unless agreed otherwise.

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

3.9 Material resulting from this activity, plus any accumulated debris, shall be removed from bridge decks and the deck drains opened.

ACTIVITY 1040 - SPOT SURFACE COURSE PLACEMENT

DESCRIPTION

1.1 Spot surface course placement includes subgrade preparation, furnishing, spreading and shaping Materials in accordance with the Requirements.

MATERIALS

2.1 Surface course Material will be in accordance with the Requirements, 3.2.

REQUIREMENTS

3.1 Subgrade Preparation. Prepare subgrade to receive surface course Material at locations as designated on-the-ground by the Forest Service on roads listed below. Prepare the subgrade by shaping the Roadbed to approximately the original cross-section and consistent with adjacent sections.

3.2 Furnish and spread Material at spot locations designated on the ground by the Forest Service as follows.

Road Number	Road Name	During Haul	Post Haul	Type Material
FS 1078	Turkey	40 tons	40 tons	#4 Stone
FS 1082	Pearson Branch	20 tons	40 tons	#4 Stone
FS 1104	Pipeline	20 tons	40 tons	#4 Stone

3.3 Variations. The Contractor will be required to furnish weight or volume tickets to the Forest Service for the amount of surface course material placed. When it is mutually agreed that all or part of the surface course Material is not needed, the estimated cost of surfacing not placed shall be charged to the Integrated Resource Account in accordance with IT.3.1.