# Name of Contractor U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE INTEGRATED RESOURCE CONTRACT (Applicable to Contracts with Measurement before Harvest) **National Forest Ranger District Contract Number** Region Pacific N-West Wallowa-Whitman Eagle Cap **Contract Name Termination Date Award Date** 02/28/2023 Lostine Public Safety Stewardship Reoffer The parties to this contract are The United States of America, acting through the Forest Service, United States Department of Agriculture, hereinafter called Forest Service, and hereinafter called Contractor. Unless provided otherwise herein, Forest Service agrees to sell and permit Contractor to cut and remove Included Timber and Contractor agrees to purchase, cut, and remove Included Timber and complete required stewardship projects. IN WITNESS WHEREOF, the parties hereto have executed this contract as of the award date. UNITED STATES OF AMERICA Two Witnesses: 2/ **Contracting Officer** (Title) (Name) (Contractor) $\frac{3}{}$ By: (Address) (Name) (Title) (Address) (Business Address) 1.4/ \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as Contractor herein; that who signed this contract on behalf of Contractor, was then

CORPORATE SEAL 5/

of the corporation; that the contract was duly signed for and in behalf of the corporation by authority of its governing body, and is

within the scope of its corporate powers.

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## **INSTRUCTIONS:**

1/ If Contractor is a corporation, state a "corporation organia"	zed and existing under the laws	of the State of	" and
specify the State; if Contractor is a partnership, state a "part	nership consisting of		and specify the
names of each partner; and if Contractor is a sole proprieto	r doing business under an assu	med name, state "(n) indivi	idual doing
business under the name of	City of	, State of	"
2/ The signatures and addresses of two witnesses are requi	red if Contractor is other than a	corporation.	

3/ If Contractor is a co-partnership, the signatures should be: XYZ Company, by John Doe, a member of the firm. If Contractor is a corporation, form of signature should be: XYZ Company, by John Doe, President (or other officer or agent) and the seal of the corporation must be impressed or indicated.

4/ The certificate must be completed if Contractor is a corporation.

5/ For companies incorporated in States that require a corporate seal, if the corporation has no corporate seal that fact shall be stated, in which case a scroll or adhesive seal shall follow the corporate name.

EXAMPLE 1/
Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Contract Name:National Forest:
The prospective subcontractor (participants in lower tier covered transactions) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared neligible, or voluntarily excluded from participation in this contract by any Federal department or agency.
Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.
Name of Subcontractor: Business Address:
Date Signature
1/ It is Contractor's responsibility to have subcontractors complete this certification and to maintain a file of completed certifications. This certification does not need to be returned to the Forest Service, except at the written request of the Contracting Officer.

**AT.0 - SPECIFIC CONDITIONS.** The following conditions apply to the indicated portions of Division BT - Standard Provisions issued September 2004.

#### AT.1 - Location and Area, applicable to BT.1

This Contract Area of 2110 acres more or less is located in:

T.2S., R.43E., Sections 15, 22, 26, 27, 34 and 35; T.3S., R.43E., Sections 2, 11, 13, 14, 23, 24, 25, and 36; Willamette Meridian

AT.2 - Volume Estimate and Utilization Standards, applicable to CT.1, CT.2, CT.4, and GT.4

				Minimum Specifications					
				Merchant	able Tree	ble Tree Piece Required		red to be Removed	
Species	Product	Estimated Quantity *	Unit of Measure	Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Scale in % of Gross Scale	
Douglas-fir & Western larch	Sawtimber	698.00	CCF	7.0	1	8	5.0	40	
Lodgepole Pine	Sawtimber	767.00	CCF	7.0	1	8	5.0	40	
White Fir & Other Coniferous Species	Sawtimber	4,211.00	CCF	7.0	1	8	5.0	40	
White Fir & Other Coniferous Species	Grn Bio Cv	1,335.00	CCF	5.0	1	12	3.0	N/A	
Total Quan	tity	7,011.00	CCF						

<sup>\*</sup> Quantities not included here are described in CT.4.

#### **AT.3- Timber Designations,** applicable to CT.3; acres are approximate:

	Number	Acres
Clearcutting Units (CT.3.1) Specified Road Clearing (CT.3.2)		
Overstory Removal Units (CT.3.3)		
Understory Removal Units (CT.3.4)		
Individual Trees (CT.3.5)		278
Incompletely Measured Payment Units (CT.3.6)		
	•	•

## AT.4 - Timber Payment Rates, applicable to DT.1 and ET.0

#### AT.4.1 - Escalated Rates, applicable for Species and Products to be Paid for at Rates Escalated under DT.2

				Rates p	er Unit of Me	asure		
Species	Product	Unit of Measure	Base \$	Advertised	Bid Premium \$	Bid (Tentative)	Required Deposits Slash Disposal \$	Base Index
Douglas-fir & Western larch	Sawtimber	CCF	N/A	31.81			.00	212.02
Lodgepole Pine	Sawtimber	CCF	N/A	18.77			.00	210.82
White Fir & Other Coniferous Species	Sawtimber	CCF	N/A	33.77			.00	203.48

#### AT.4.2- Flat Rates, applicable for Species and Products to be Paid for at Flat Rates

			Rates per Unit of Measure					
Species	Product	Unit of Measure	Base \$	Advertised	Bid Premium \$	Bid (Flat) \$	Required Deposits Slash Disposal \$	
White Fir & Other Coniferous Species	Grn Bio Cv	CCF	N/A	.25			.00	

For purposes of convenience in collection and bookkeeping, Bid Rates stated in AT.4 include payment of deposits for contract area betterment required pursuant to 16 USC 576b. Such deposits are not included as Required Deposits defined hereunder.

## **Contract No:**

# AT.4.3 - Schedule of Payment Units

		To be E	Escalated unde	er AT.4.1			To be Paid f	or at Flat Rate	s under AT	.4.2	Total	Total Required
Pay- ment Unit No.	App rox. Acres	Species	Product	Qty	UOM	Total Tentative Payment \$	Species	Product	Qty	UOM	Flat Rate Payment \$	Deposits for Slash Disposal
002		Douglas-fir & Western larch Lodgepole Pine White Fir & Other	Sawtimber Sawtimber Sawtimber	8	2.00 CCF 3.00 CCF 3.00 CCF							.00
		Coniferous Species					White Fir & Other Coniferous Species	Grn Bio Cv	19.00	) CCF		
		Total PU Quant	tity And Value	93	3.00 CCF		Total PU Quantity	And Value	19.0	0 CCF		-
004		Douglas-fir & Western larch Lodgepole Pine White Fir & Other Coniferous	Sawtimber Sawtimber Sawtimber	16	6.00 CCF 6.00 CCF 7.00 CCF							.00
		Species					White Fir & Other Coniferous Species	Grn Bio Cv	39.00	CCF		
		Total PU Quant	tity And Value	187	.00 CCF		Total PU Quantity	And Value	39.0	0 CCF		
005		Douglas-fir & Western larch Lodgepole Pine White Fir & Other Coniferous Species	Sawtimber Sawtimber Sawtimber	68	8.00 CCF 8.00 CCF 2.00 CCF							.00
							White Fir & Other Coniferous Species	Grn Bio Cv	170.00	) CCF		
		Total PU Quant	tity And Value	815	5.00 CCF		Total PU Quantity	And Value	170.0	0 CCF		
006		Douglas-fir & Western larch Lodgepole Pine White Fir & Other Coniferous Species	Sawtimber Sawtimber Sawtimber	23	3.00 CCF 3.00 CCF 0.00 CCF							.00
		<b>O</b> P00.00					White Fir & Other Coniferous Species	Grn Bio Cv	58.00	) CCF		
		Total PU Quant	tity And Value	279	0.00 CCF		Total PU Quantity	And Value	58.0	0 CCF		
007	J	Douglas-fir & Western larch Lodgepole Pine White Fir & Other Coniferous Species	Sawtimber Sawtimber Sawtimber	16	6.00 CCF 7.00 CCF							.00
							White Fir & Other Coniferous Species	Grn Bio Cv	39.00	) CCF		
- 1		Total PU Quant	ity And Value	187	.00 CCF		Total PU Quantity	And Value	39.0	0 CCF		

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Pay- ment	App	To be Escalated under A	AT.4.1	Total Tentative	To be Paid for at Flat Rates	under AT.4.2	Total Flat Rate	Total Required Deposits for Slash
Unit No.	rox. Acres			Payment \$			Payment \$	Disposal \$
800	7	Douglas-fir & Sawtimber	2.00 CCF					.00
		Western larch Lodgepole Pine Sawtimber	43.00 CCF					
		White Fir & Sawtimber Other Coniferous	2.00 CCF					
		Species			White Fir & Other Grn Bio Cv Coniferous Species	29.00 CCF		
		Total PU Quantity And Value	47.00 CCF		Total PU Quantity And Value	29.00 CCF		
009	8	Douglas-fir & Sawtimber Western larch Lodgepole Pine Sawtimber	2.00 CCF 50.00 CCF					.00
		White Fir & Sawtimber Other Coniferous	3.00 CCF					
		Species			White Fir & Other Grn Bio Cv Coniferous Species	33.00 CCF		
		Total PU Quantity And Value	55.00 CCF		Total PU Quantity And Value	33.00 CCF		
010	5	Douglas-fir & Sawtimber	1.00 CCF					.00
		Western larch Lodgepole Pine Sawtimber	31.00 CCF					
		White Fir & Sawtimber Other	2.00 CCF					
		Coniferous						
		Species			White Fir & Other Grn Bio Cv	21.00 CCF		
					Coniferous Species			
		Total PU Quantity And Value	34.00 CCF		Total PU Quantity And Value	21.00 CCF		
011	3	Douglas-fir & Sawtimber Western larch	1.00 CCF					.00
		Lodgepole Pine Sawtimber	19.00 CCF					
		White Fir & Sawtimber Other Coniferous	1.00 CCF					
		Species			White Fir & Other Grn Bio Cv Coniferous Species	12.00 CCF		
		Total PU Quantity And Value	21.00 CCF		Total PU Quantity And Value	12.00 CCF		
04A	8	Douglas-fir & Sawtimber Western larch	24.00 CCF					.00
		Lodgepole Pine Sawtimber	16.00 CCF					
		White Fir & Sawtimber Other Coniferous	147.00 CCF					
		Species			White Fir & Other Grn Bio Cv Coniferous Species	39.00 CCF		
		Total PU Quantity And Value	187.00 CCF		Total PU Quantity And Value	39.00 CCF		
		Total PU Quantity And Value	187.00 CCF		Total PU Quantity And Value	39.00 CCF		

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PPDX. Erres  2 Douglas-fir & Western larch Lodgepole Pine White Fir & Other Coniferous Species  Total PU Quanta Western larch Lodgepole Pine White Fir & Other Coniferous Species	Sawtimber  tity And Value  Sawtimber	47.00 CCF 47.00 CCF 37.00 CCF 39.00 CCF 25.00 CCF 239.00 CCF	Total Tentative Payment \$	White Fir & Other Grn Bio Cv Coniferous Species  Total PU Quantity And Value	10.00 CCF	Total Flat Rate Payment \$	Total Required Deposits for Slash Disposal \$
2 Douglas-fir & Western larch Lodgepole Pine White Fir & Other Coniferous Species  Total PU Quant Western larch Lodgepole Pine White Fir & Other Coniferous	Sawtimber Sawtimber  tity And Value Sawtimber Sawtimber	4.00 CCF 37.00 CCF 47.00 CCF 39.00 CCF 25.00 CCF		Coniferous Species			<b>\$</b>
Western larch Lodgepole Pine White Fir & Other Coniferous Species  Total PU Quant  13 Douglas-fir & Western larch Lodgepole Pine White Fir & Other Coniferous	Sawtimber Sawtimber  tity And Value Sawtimber Sawtimber	4.00 CCF 37.00 CCF 47.00 CCF 39.00 CCF 25.00 CCF		Coniferous Species			.00
White Fir & Other Coniferous Species  Total PU Quant  Douglas-fir & Western larch Lodgepole Pine White Fir & Other Coniferous	tity And Value Sawtimber Sawtimber	47.00 CCF 47.00 CCF 39.00 CCF 25.00 CCF		Coniferous Species			
Other Coniferous Species  Total PU Quant Douglas-fir & Western larch Lodgepole Pine White Fir & Other Coniferous	tity And Value Sawtimber Sawtimber	39.00 CCF		Coniferous Species			
Total PU Quant  Douglas-fir & Western larch Lodgepole Pine White Fir & Other Coniferous	Sawtimber Sawtimber	39.00 CCF		Coniferous Species			
Douglas-fir & Western larch Lodgepole Pine White Fir & Other Coniferous	Sawtimber Sawtimber	39.00 CCF		Total PU Quantity And Value			_
Western larch Lodgepole Pine White Fir & Other Coniferous	Sawtimber	25.00 CCF			10.00 CCF		
White Fir & Other Coniferous							.00
Species							
				White Fir & Other Grn Bio Cv Coniferous Species	63.00 CCF		_
Total PU Quan	-	303.00 CCF		Total PU Quantity And Value	63.00 CCF		
2 Douglas-fir & Western larch	Sawtimber	2.00 CCF					.00
Other	Gawanibor	10.00 001					
Species							
				White Fir & Other Grn Bio Cv Coniferous Species	14.00 CCF		_
Total PU Quan	tity And Value	38.00 CCF		Total PU Quantity And Value	14.00 CCF		
2 Douglas-fir & Western larch	Sawtimber	2.00 CCF					.00
Lodgepole Pine		17.00 CCF					
Other Coniferous	Sawtimber	19.00 CCF					
Species				White Fir & Other Grn Bio Cv Coniferous Species	14.00 CCF		
Total PU Quan	tity And Value	38.00 CCF		Total PU Quantity And Value	14.00 CCF		
2 Douglas-fir & Western larch	Sawtimber	2.00 CCF					.00
Lodgepole Pine		17.00 CCF					
Other Coniferous	Sawtimber	19.00 CCF					
Species				White Fir & Other Grn Bio Cv Coniferous Species	14.00 CCF		_
Total PU Quan	tity And Value	38.00 CCF		Total PU Quantity And Value	14.00 CCF		
2	Western larch Lodgepole Pine White Fir & Other Coniferous Species  Total PU Quant Douglas-fir & Western larch Lodgepole Pine White Fir & Other Coniferous Species  Total PU Quant  Douglas-fir & Western larch Lodgepole Pine White Fir & Other Coniferous Species	Western larch Lodgepole Pine Sawtimber White Fir & Sawtimber Other Coniferous Species  Total PU Quantity And Value  Douglas-fir & Sawtimber Western larch Lodgepole Pine Sawtimber White Fir & Sawtimber Coniferous Species  Total PU Quantity And Value  Douglas-fir & Sawtimber Lodgepole Pine Sawtimber White Fir & Sawtimber Western larch Lodgepole Pine Sawtimber White Fir & Sawtimber White Fir & Sawtimber Other Coniferous	Western larch Lodgepole Pine Sawtimber White Fir & Sawtimber Other Coniferous Species  Total PU Quantity And Value  Douglas-fir & Sawtimber Lodgepole Pine Sawtimber White Fir & Sawtimber Other Coniferous Species  Total PU Quantity And Value  38.00 CCF  ### 17.00 CCF White Fir & Sawtimber 17.00 CCF White Fir & Sawtimber Coniferous Species  Total PU Quantity And Value  Bouglas-fir & Sawtimber Coniferous Species  Total PU Quantity And Value  17.00 CCF Western larch Lodgepole Pine Sawtimber Western larch Lodgepole Pine Sawtimber White Fir & Sawtimber Coniferous Species	Western larch Lodgepole Pine Sawtimber 17.00 CCF White Fir & Sawtimber 19.00 CCF Other Coniferous Species  Total PU Quantity And Value 38.00 CCF  Douglas-fir & Sawtimber 2.00 CCF Western larch Lodgepole Pine Sawtimber 17.00 CCF White Fir & Sawtimber 19.00 CCF Other Coniferous Species  Total PU Quantity And Value 38.00 CCF  Douglas-fir & Sawtimber 2.00 CCF Western larch Lodgepole Pine Sawtimber 2.00 CCF Western larch Lodgepole Pine Sawtimber 17.00 CCF White Fir & Sawtimber 17.00 CCF White Fir & Sawtimber 19.00 CCF Other Coniferous Species	Western larch Lodgepole Pine Sawtimber White Fir & Sawtimber Other Coniferous Species  Total PU Quantity And Value  Douglas-fir & Sawtimber Coniferous Species  Total PU Quantity And Value  Douglas-fir & Sawtimber Western larch Lodgepole Pine Sawtimber Coniferous Species  Total PU Quantity And Value  17.00 CCF White Fir & Sawtimber 19.00 CCF White Fir & Sawtimber Coniferous Species  Total PU Quantity And Value  Douglas-fir & Sawtimber 2.00 CCF Western larch Lodgepole Pine Sawtimber 17.00 CCF Western larch Lodgepole Pine Sawtimber 17.00 CCF White Fir & Sawtimber 17.00 CCF Western larch Lodgepole Pine Sawtimber 17.00 CCF White Fir & Other Grn Bio Cv Coniferous Species  White Fir & Other Grn Bio Cv Coniferous Species	Western larch Lodgepole Pine Sawtimber Unite Fir & Sawtimber Other Coniferous Species  Total PU Quantity And Value  38.00 CCF  Total PU Quantity And Value  38.00 CCF  Total PU Quantity And Value  14.00 CCF  Western larch Lodgepole Pine Sawtimber Coniferous Species  Total PU Quantity And Value  38.00 CCF  White Fir & Other Grn Bio Cv Coniferous Species  White Fir & Other Grn Bio Cv Coniferous Species  White Fir & Other Grn Bio Cv Coniferous Species  Total PU Quantity And Value  38.00 CCF  Total PU Quantity And Value  38.00 CCF  Total PU Quantity And Value  14.00 CCF  Western larch Lodgepole Pine Sawtimber Lodgepole Pine Sawtimber Species  White Fir & Other Grn Bio Cv Coniferous Species  White Fir & Other Grn Bio Cv Coniferous Species  White Fir & Other Grn Bio Cv Coniferous Species  White Fir & Other Grn Bio Cv Coniferous Species  White Fir & Other Grn Bio Cv Coniferous Species  White Fir & Other Grn Bio Cv Coniferous Species  White Fir & Other Grn Bio Cv Coniferous Species  White Fir & Other Grn Bio Cv Coniferous Species	Western larch Lodgepole Pine Sawtimber Unite Fir & Sawtimber Other Coniferous Species  Total PU Quantity And Value  Douglas-fir & Sawtimber Other Coniferous Species  Total PU Quantity And Value  17.00 CCF White Fir & Other Grn Bio Cv Coniferous Species  Total PU Quantity And Value  14.00 CCF  Total PU Quantity And Value  17.00 CCF White Fir & Sawtimber Coniferous Species  White Fir & Other Grn Bio Cv Coniferous Species  White Fir & Other Grn Bio Cv Coniferous Species  Total PU Quantity And Value  38.00 CCF  Total PU Quantity And Value  14.00 CCF Coniferous Species  Total PU Quantity And Value  14.00 CCF  White Fir & Sawtimber  17.00 CCF White Fir & Sawtimber 17.00 CCF White Fir & Sawtimber 17.00 CCF White Fir & Sawtimber 17.00 CCF White Fir & Sawtimber 17.00 CCF White Fir & Sawtimber 17.00 CCF White Fir & Other Grn Bio Cv Coniferous Species  White Fir & Other Grn Bio Cv 14.00 CCF  White Fir & Other Grn Bio Cv Other Coniferous Species  White Fir & Other Grn Bio Cv Other Coniferous Species

1		Ime: Lostine Public Sate	•	1	1			
Pay- ment Unit No.	App rox. Acres	To be Escalated	l under AT.4.1	Total Tentative Payment \$	To be Paid for at Flat Rates	under AT.4.2	Total Flat Rate Payment \$	Total Required Deposits for Slash Disposal
							Ť	
11A		Douglas-fir & Sawtimi Western larch		CCF				.00
		Lodgepole Pine Sawtimi White Fir & Sawtimi Other Coniferous						
		Species			White Fir & Other Grn Bio Cv Coniferous Species	14.00 CCF		
		Total PU Quantity And	/alue 38.00	CCF	Total PU Quantity And Value	14.00 CCF		
11B		Douglas-fir & Sawtimi Western larch	per 2.00	CCF				.00
		Lodgepole Pine Sawtimi White Fir & Sawtimi Other Coniferous		ļ.				
		Species			White Fir & Other Grn Bio Cv Coniferous Species	14.00 CCF		_
		Total PU Quantity And	/alue 38.00	CCF	Total PU Quantity And Value	14.00 CCF		
11C		Douglas-fir & Sawtimi Western larch Lodgepole Pine Sawtimi White Fir & Sawtimi Other Coniferous	per 43.00	CCF CCF CCF				.00
		Species			White Fir & Other Grn Bio Cv Coniferous Species	29.00 CCF		-
		Total PU Quantity And	<b>/alue</b> 47.00	CCF	Total PU Quantity And Value	29.00 CCF		
13		Douglas-fir & Sawtimi Western larch Lodgepole Pine Sawtimi White Fir & Sawtimi Other Coniferous Species	per 6.00	CCF CCF CCF				.00
		Cposico			White Fir & Other Grn Bio Cv Coniferous Species	15.00 CCF		
		Total PU Quantity And	/alue 70.00	CCF	Total PU Quantity And Value	15.00 CCF		
13B		Douglas-fir & Sawtimi Western larch Lodgepole Pine Sawtimi White Fir & Sawtimi Other Coniferous Species	per 4.00	CCF CCF CCF				.00
		Species			White Fir & Other Grn Bio Cv Coniferous Species	10.00 CCF		
		Total PU Quantity And	/alue 47.00	CCE	Total PU Quantity And Value	10.00 CCF		

		Name: Lostine Public Safety Stewardship Reoffer				Total		
Pay-	<b>.</b>	To be Escalated under	AT.4.1	Total	To be Paid for at Flat Rates	under AT.4.2	Total Flat	Total Required Deposits
Unit	App rox. Acres			Tentative Payment \$			Rate Payment \$	for Slash Disposal \$
14		Douglas-fir & Sawtimber	30.00 CCF					.00
		Western larch Lodgepole Pine Sawtimber White Fir & Sawtimber Other	19.00 CCF 183.00 CCF					
		Coniferous Species			White Fir & Other Grn Bio Cv Coniferous Species	49.00 CCF		
		Total PU Quantity And Value	232.00 CCF		Total PU Quantity And Value	49.00 CCF		-
15	-	Douglas-fir & Sawtimber Western larch Lodgepole Pine Sawtimber	45.00 CCF					.00
		White Fir & Sawtimber Other Coniferous	275.00 CCF					
		Species			White Fir & Other Grn Bio Cv Coniferous Species	73.00 CCF		
		Total PU Quantity And Value	349.00 CCF		Total PU Quantity And Value	73.00 CCF		
17		Douglas-fir & Sawtimber Western larch Lodgepole Pine Sawtimber White Fir & Sawtimber Other Coniferous	75.00 CCF 49.00 CCF 459.00 CCF					.00
		Species			White Fir & Other Grn Bio Cv Coniferous Species	122.00 CCF		_
		Total PU Quantity And Value	583.00 CCF		Total PU Quantity And Value	122.00 CCF		
17A	_	Douglas-fir & Sawtimber Western larch Lodgepole Pine Sawtimber White Fir & Sawtimber Other Coniferous Species	2.00 CCF 17.00 CCF 19.00 CCF					.00
		<b>G</b> PCGGG			White Fir & Other Grn Bio Cv Coniferous Species	14.00 CCF		
		Total PU Quantity And Value	38.00 CCF		Total PU Quantity And Value	14.00 CCF		
18		Douglas-fir & Sawtimber Western larch Lodgepole Pine Sawtimber White Fir & Sawtimber Other Coniferous	18.00 CCF 12.00 CCF 110.00 CCF					.00
		Species			White Fir & Other Grn Bio Cv Coniferous Species	29.00 CCF		
- 1		Total PU Quantity And Value	140.00 CCF		Total PU Quantity And Value	29.00 CCF		

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	I	T. I F	AT 4.4		To be Bold for at Flat Batter	AT 4.0		Total
Pay- ment Unit No.	App rox. Acres	To be Escalated under	A1.4.1	Total Tentative Payment \$	To be Paid for at Flat Rates	under A1.4.2	Total Flat Rate Payment \$	Required Deposits for Slash Disposal
18A		Douglas-fir & Sawtimber Western larch Lodgepole Pine Sawtimber White Fir & Sawtimber Other Coniferous Species	2.00 CCF 17.00 CCF 19.00 CCF		White Fir & Other Grn Bio Cv	14.00 CCF		.00
					Coniferous Species			_
18C	45	Total PU Quantity And Value  Douglas-fir & Sawtimber	38.00 CCF 45.00 CCF		Total PU Quantity And Value	14.00 CCF		.00
100		Western larch Lodgepole Pine Sawtimber White Fir & Sawtimber Other Coniferous Species	29.00 CCF 275.00 CCF					.00
					White Fir & Other Grn Bio Cv Coniferous Species	73.00 CCF		
		Total PU Quantity And Value	349.00 CCF		Total PU Quantity And Value	73.00 CCF		
19		Douglas-fir & Sawtimber Western larch Lodgepole Pine Sawtimber White Fir & Sawtimber Other Coniferous Species	33.00 CCF 21.00 CCF 202.00 CCF					.00
					White Fir & Other Grn Bio Cv Coniferous Species	53.00 CCF		_
		Total PU Quantity And Value	256.00 CCF		Total PU Quantity And Value	53.00 CCF		
19A		Douglas-fir & Sawtimber Western larch Lodgepole Pine Sawtimber White Fir & Sawtimber Other Coniferous Species	2.00 CCF 17.00 CCF 19.00 CCF					.00
					White Fir & Other Grn Bio Cv Coniferous Species	14.00 CCF		_
		Total PU Quantity And Value	38.00 CCF		Total PU Quantity And Value	14.00 CCF		
19B	3	Douglas-fir & Sawtimber Western larch Lodgepole Pine Sawtimber White Fir & Sawtimber Other Coniferous Species	9.00 CCF 6.00 CCF 55.00 CCF					.00
		<b>G</b>			White Fir & Other Grn Bio Cv Coniferous Species	15.00 CCF		_
		Total PU Quantity And Value	70.00 CCF		Total PU Quantity And Value	15.00 CCF		

	1	t Name: Lostine Public Safety Stewardship Reoffer			Contract No:				
Pay- ment Unit	rox.	To be Escalated under	AT.4.1	Total Tentative Payment	To be Paid for at Flat Rates	s under AT.4.2	Total Flat Rate Payment	Total Required Deposits for Slash Disposal	
No.	Acres			\$			\$	\$	
20	22	Douglas-fir & Sawtimber Western larch Lodgepole Pine Sawtimber White Fir & Sawtimber Other Coniferous Species	66.00 CCF 43.00 CCF 403.00 CCF		White Fir & Other Grn Bio Cv Coniferous	107.00 CCF		.0(	
		Total DII Quantity And Value	540.00.005		Species Total BU Overtity And Value	407.00.005		-	
04		Total PU Quantity And Value	512.00 CCF		Total PU Quantity And Value	107.00 CCF		0/	
21	10	Douglas-fir & Sawtimber Western larch Lodgepole Pine Sawtimber White Fir & Sawtimber Other Coniferous Species	30.00 CCF 19.00 CCF 183.00 CCF					.00	
		•			White Fir & Other Grn Bio Cv Coniferous Species	49.00 CCF			
		Total PU Quantity And Value	232.00 CCF		Total PU Quantity And Value	49.00 CCF			
21A	1	Douglas-fir & Sawtimber Western larch Lodgepole Pine Sawtimber White Fir & Sawtimber Other Coniferous Species	3.00 CCF 2.00 CCF 19.00 CCF		White Fir & Other Grn Bio Cv Coniferous	5.00 CCF		.00	
		Total BII Quantity And Value	04.00.005		Species Total BU Quantity And Value	5.00,005		-	
22		Total PU Quantity And Value  Douglas-fir & Sawtimber	24.00 CCF		Total PU Quantity And Value	5.00 CCF		.00	
22	7	Western larch Lodgepole Pine Sawtimber White Fir & Sawtimber Other Coniferous Species	21.00 CCF 14.00 CCF 128.00 CCF		White Fir & Other Grn Bio Cv Coniferous Species	34.00 CCF		.00	
		Total PU Quantity And Value	163.00 CCF		Total PU Quantity And Value	34.00 CCF		-	
25	1	Douglas-fir & Sawtimber Western larch Lodgepole Pine Sawtimber White Fir & Sawtimber Other Coniferous Species	1.00 CCF 1.00 CCF 2.00 CCF		White Fir & Other Grn Bio Cv Coniferous	2.00 CCF		.00	
					Species			_	
		Total PU Quantity And Value	4.00 CCF		Total PU Quantity And Value	2.00 CCF			
		Total I O quality And Value	4.00 00F		Total I O Quantity And Valde	2.00 GGF			

Unit		To be Escalated under A		Total Tentative	To be Paid for at Flat Rates u	···· <del>·</del>	Total Flat Rate	Required Deposits
26				Payment \$			Payment \$	for Slash Disposal \$
		Lodgepole Pine Sawtimber White Fir & Sawtimber Other Coniferous Species	2.00 CCF 1.00 CCF					.00
					White Fir & Other Grn Bio Cv Coniferous Species	1.00 CCF		_
1 1		Total PU Quantity And Value	3.00 CCF		Total PU Quantity And Value	1.00 CCF		
27	1	Lodgepole Pine Sawtimber	2.00 CCF		White Fir & Other Grn Bio Cv Coniferous Species	1.00 CCF		.00
		Total PU Quantity And Value	2.00 CCF		Total PU Quantity And Value	1.00 CCF		
29		Lodgepole Pine Sawtimber White Fir & Sawtimber Other Coniferous Species	4.00 CCF 1.00 CCF		White Fir & Other Grn Bio Cv Coniferous	3.00 CCF		.00
					Species			-
31		Total PU Quantity And Value  Lodgepole Pine Sawtimber	5.00 CCF		Total PU Quantity And Value	3.00 CCF		-
31		White Fir & Sawtimber Other Coniferous Species	3.00 CCF 1.00 CCF		White Fir & Other Grn Bio Cv Coniferous Species	3.00 CCF		.00
		Total PU Quantity And Value	4.00 CCF		Total PU Quantity And Value	3.00 CCF		-
35	1	Lodgepole Pine Sawtimber	2.00 CCF		White Fir & Other Grn Bio Cv Coniferous Species	2.00 CCF		.00
		Total PU Quantity And Value	2.00 CCF		Total PU Quantity And Value	2.00 CCF		
36		Douglas-fir & Sawtimber Western larch	8.00 CCF					.00
		White Fir & Sawtimber Other Coniferous Species	1.00 CCF					
					White Fir & Other Grn Bio Cv Coniferous Species	8.00 CCF		_
		Total PU Quantity And Value	9.00 CCF		Total PU Quantity And Value	8.00 CCF		
38		Douglas-fir & Sawtimber Western larch	3.00 CCF					.00
		Lodgepole Pine Sawtimber	1.00 CCF		White Fir & Other Grn Bio Cv Coniferous Species	4.00 CCF		_
		Total PU Quantity And Value	4.00 CCF		Total PU Quantity And Value	4.00 CCF		

Contract Name: Lostine Public Safety Stewardship Reoffer

Cont	ract Na	ame: Lostine Public Safety Stewar	Public Safety Stewardship Reoffer Contract No:			Contract No:		
Pay- ment		To be Escalated under A	T.4.1	Total	To be Paid for at Flat Rate	s under AT.4.2	Total Flat	Total Required Deposits
Unit No.	App rox. Acres			Tentative Payment \$			Rate Payment \$	for Slash Disposal \$
43		Douglas-fir & Sawtimber Western larch Lodgepole Pine Sawtimber White Fir & Sawtimber Other Coniferous Species	2.00 CCF 1.00 CCF 7.00 CCF		White Fir & Other Grn Bio Cv	4.00 CCF		.00
					Coniferous Species			-
		Total PU Quantity And Value	10.00 CCF		Total PU Quantity And Value	4.00 CCF		

# AT.4.4 - Stewardship Credits, applicable to ET.2.2 and KT-GT.9#

	Mandatory Stewardship Projects							
Project Number	Project Description	Units of Measure	Quantity	Bid Rate \$	Total Credits			
001	Oversized danger tree felling	Trees	74.00					
002	Re-decking Lake Creek bridge	Each	1.00					
003	Helispot construction	Each	1.00					
004	Boulder collecting and boulder barrier creation	Ln Ft	1,000.00					
005	Forwarding and decking of dead lodgepole	CCF	38.00					
006	Hand thinning of sub-merch material	Acres	7.00					
007	Hand pile and cover generated slash	Acres	7.00					
008	Elimination of group select fuels	Acres	10.00					
009	Thin and pile or mastication of existing and generated slash. See Ex 4	Acres	35.00					
010	Thin and pile or mastication of existing and generated slash.	Acres	39.00					

		Optional Stewardship Proj	ects		1	
Priority	Project Number	Project Description	Units of Measure	Quantity	Bid Rate \$	Total Credits
2	011	Mastication of Group Select fuels	Acres	32.00		
3	012	Thin and pile or mastication of existing and generated slash.	Acres	20.00		
4	013	Thin and pile or mastication of existing and generated slash.	Acres	29.00		
5	014	Thin and pile or mastication of existing and generated slash.	Acres	104.00		

The following definitions are established for the terms used in AT.4:

**Base Rates** are the lowest rates of payment for timber that are authorized by this contract. Base Rates remain constant throughout the life of this contract and are not subject to change by rate redetermination, except for reduction under DT.3.1, DT.3.2, or DT.3.3.

**Advertised Rates** are the minimum acceptable Bid Rates for timber, exclusive of Required Deposits. These rates are those indicated by appraisal, with a cost allowance made for construction of Specified Roads listed in AT.7, but are never less than Base Rates.

**Bid Premium Rates** are the amounts by which Contractor's bid is in excess of Advertised Rates. The Bid Premium Rates are constant during this contract, except as provided in DT.3.1, DT.3.2, and DT.3.3.

**Bid Rates** are the rates bid by Contractor (exclusive of Required Deposits for slash disposal and road maintenance) and are the sum of Advertised Rates and Bid Premium Rates. Until a rate redetermination becomes effective, the Bid Rate for species and products in AT.4.1 is the Tentative Rate that is subject to quarterly adjustment under DT.2; for species and products in AT.4.2, the Bid Rate is the Flat Rate.

**Required Deposits** are deposits that Contractor may be required to pay for slash disposal (16 USC 490) and road maintenance (16 USC 537). Required Deposits may be adjusted as part of a rate redetermination or a Contract Term Extension. The table shows only Required Deposits for slash disposal; road maintenance deposits, if any, are given in KT-FT.3.2#.

**Base Index** is the specified average of the lumber or other product selling value index used as the basis for computing adjustment in rates for variance in product selling value, as provided in DT.2.

#### AT.5 - Indices Used in Quarterly Adjustment, applicable to DT.2

Species	Index Name and Date
Douglas-fir & Western larch	WWPA, Inland Douglas Fir-Larch (12-13 Basis), (WWPAC)
Lodgepole Pine	WWPA, Inland White Woods (12-13 Basis), (WWPAC)
White Fir & Other Coniferous Species	WWPA, Inland White Fir (Hem-Fir) (12-13 Basis), (WWPAC)

#### AT.6 - High Stumps, applicable to GT.4.1.2

Species	Product	Maximum Stump Height * (inches)
All	All	12
		* Maximum stump height is 4-inches in payment units 17A and 21A.

## AT.7 - Specified Roads, applicable to FT.2

Name and Date of Governing Road Specifications:

	Project		Approx.	Sheet Numbers	Performance Responsibility		
Road No.	Name	Design Class	Length (mi./km.)	and Approval Date	Survey	Design	Construction Staking 1/
	Not Applicable						

<sup>&</sup>lt;sup>1/</sup> Indicate timing, i.e., before clearing (BC) or after clearing (AC). Applicable to FT.2.1.2

## AT.8 - Forest Service Engineering Completion Schedule, applicable to FT.2.1

Road No.	Road Name	Type of Work	Completion Date
	Not Applicable		
	Not Applicable		

AT.9 - Fire Precautionary Period, applicable to HT.2
April 01 to October 31 , inclusive
AT.10 - Contractor Responsibility to Furnish Crews and Equipment for:
Initial Fire Supression, applicable to HT.3
Within5 road miles
Fire Suppression Reinforcement, applicable to HT.3.1.2 and HT.3.1.3
Within road miles
AT.11 - Contractor's Obligation per Operations Fire, applicable to HT.4.1
Maximum Amount: \$ \$300,000
AT.12 - Termination Date, applicable to IT.2
February 28, 2023
AT.13 - Normal Operating Season, applicable to GT.3.1, GT.6.6, IT.2.1, and JT.3

June 01 to October 31, inclusive

Second Period: December 01 to February 28 , inclusive

**First Period:** 

#### AT.14 - Performance Bond, applicable to JT.1

Performance Bond Amount: \_\_\_\_\_

#### AT.15 - Downpayment, applicable to E.T.2.1.1

**Downpayment Amount:** Not Applicable

#### AT.16 - Periodic Payment Amount, applicable to ET.2.1.3

	Periodic Payment Determination Date	<u>Amount</u>
Initial Payment:	N/A	N/A
<b>Additional Payment:</b>	<u>N/A</u>	N/A

#### AT.17 - Market-Related Contract Term Addition Producer Price Index, applicable to IT.2.1.2

Index Name: Softwood Lumber Index Number: 0811

#### AT.18 - Inapplicable Provisions

KT-CT.3#

The following listed provisions are hereby made inapplicable. (Instructions: List by reference number and title.)

ET.4	PAYMENTS NOT RECEIVED
IT.2.1	CONTRACT TERM ADJUSTMENT

IT.2.1.2 MARKET-RELATED CONTRACT TERM ADDITION
IT.6.4 DEBARMENT AND SUSPENSION CERTIFICATION

RESERVE TREES (09/2004)

#### AT.19 - List of Special Provisions in Part KT

The following listed special provisions are attached to and made a part of this contract. Provisions with reference numbers followed by # contain blanks into which data have been entered for this contract. (Instructions: List by reference number, title, and date.)

	(44,-44,)
KT-CT.3.5.7#	INDIVIDUAL TREE DESIGNATION (OPTION 1) (06/2008)
KT-ET.2.1.1	TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)
KT-ET.2.2	CHANGES IN STEWARDSHIP CREDITS (06/2008)
KT-ET.4	PAYMENTS NOT RECEIVED (08/2012)
KT-FT.1.0.1#	TEMPORARY ROAD AND LANDING CONSTRUCTION (OPTION 1) (06/2010)
KT-FT.1.2#	USE OF ROADS BY CONTRACTOR (09/2004)
KT-FT.3.1#	ROAD MAINTENANCE REQUIREMENTS (09/2004)
KT-FT.3.2#	ROAD MAINTENANCE DEPOSIT SCHEDULE (08/2012)
KT-GT.2.2#	PROTECTION OF IMPROVEMENTS (05/2005)
KT-GT.3.1.5#	PROJECT OPERATION SCHEDULE (05/2005)
KT-GT.3.2#	PROTECTION OF RESERVE TREES (09/2004)
KT-GT.4.0.5	ALTERNATE REMOVAL OF INCLUDED TIMBER (05/2005)
KT-GT.4.1#	SPECIFIC REQUIREMENTS (05/2005)
KT-GT.4.2#	YARDING/SKIDDING REQUIREMENTS (05/2005)
KT-GT.6.0#	EROSION CONTROL AND SOIL TREATMENT BY CONTRACTOR (03/2017)
KT-GT.7	SLASH DISPOSAL (03/2017)
KT-GT.7.4.2#	SLASH TREATMENT REQUIREMENTS (OPTION 2) (06/2010)
KT-GT.8	MEASURING (05/2005)
KT-GT.8.1.1	ACCOUNTABILITY (05/2005)
KT-GT.8.4	USE OF PAINT BY CONTRACTOR (OPTION 1) (06/2006)
KT-GT.9#	STEWARDSHIP PROJECTS (09/2004)

KT-IT.6.8#(Option 1)

KT-HT.1	PLANS (05/2005)
KT-HT.2	SPECIFIC FIRE PRECAUTIONS (05/2005)
KT-HT.2.0.1	BURNING BY CONTRACTOR (06/2006)
KT-HT.2.2	EMERGENCY FIRE PRECAUTIONS (06/2018)
KT-HT.3.1	ADDITIONAL AREA OF FIRE RESPONSIBILITY (05/2005)
KT-IT.1.0	DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTY (05/2005)
KT-IT.2.1	CONTRACT TERM ADJUSTMENT (07/2016)
KT-IT.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)
KT-IT.6.4	DEBARMENT AND SUSPENSION CERTIFICATION (03/2018)

USE OF TIMBER (09/2004)

#### KT-CT.3# - RESERVE TREES. (9/04)

Notwithstanding the designations for cutting under CT.3.1, CT.3.2, CT.3.3, or CT.3.4, live or dead genetic, wildlife and other reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Reserve trees are identified by orange painted band at DBH, stump, metal tag and/or orange W painted at DBH, and all trees with a metal tag referencing a survey monument shall be protected in accordance with KT-GT.3.2#. Payment units with reserve trees are shown on Contract Area Map.

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

All <u>see table below</u> which meet the minimum tree diameter stated in AT.2 are designated for cutting. Additional trees, if any, will be designated for cutting in accordance with CT.3.7.

Leave trees, marked with <u>orange tracer paint</u>, or cutting unit boundary trees identified by <u>orange tracer</u> <u>paint and blue cutting unit tags</u>, are not to be cut, unless designated by the Forest Service.

# <u>DESCRIPTION PURSUANT TO KT-CT.3.5.7# – INDIVIDUAL TREE DESIGNATION (OPTION 1)</u> (06/2008)

Payment Unit(s)	Sawtimber and Grn Bio Cv
	5.00 to less than 20.99 inches DBH Thinning
	Specifications
	Biomass
2, 4, 4A, 5, 6, 6A, 7, 7A, 13,	Remove all coniferous species that are not marked with
13B, 15, 17, 17A, 18, 18A,	orange paint above and below stump height.
18C, 19, 19A, 19B, 20, 21,	
21A, and 22	
<u> </u>	
8, 8A, 9, 9A, 10, 10A, 11, 11A,	Remove all coniferous species that are not marked with
11B, 11C, and 14	orange paint above and below stump height.
	Remove all dead standing and down Lodgepole pine that are sound enough to be yarded, decked and loaded onto a truck <b>NOT</b> marked with orange paint and less than 12" DBH and in excess of estimated 38 ccf listed in KT-GT.9#. Project #6.
26, 27, 39, 31, 35, 36, 38, and 43	Remove all coniferous species that are marked with blue paint above and below stump height.
43	paint above and below stump neight.

#### KT-ET.2.1.1 - Temporary Reduction of Downpayment. (8/09)

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

(1) Forest Service requests or orders Contractor to delay or interrupt operations for reasons other than breach;

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

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

#### KT-ET.2.2 - CHANGES IN STEWARDSHIP CREDITS. (6/08)

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

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

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

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

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

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

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

#### KT-ET.4 – PAYMENTS NOT RECEIVED. (8/12)

- (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 allowed in the bill for collection for receipt of payment, 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 allowed in the bill for collection for receipt of payment 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 allowed 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.

#### KT-FT.1.0.1# - TEMPORARY ROAD AND LANDING CONSTRUCTION (OPTION 1). (6/08)

In addition to the requirements of BT5.1 and BT6.63, Purchaser and Forest Service will agree to the design, construction, maintenance, closure, and obliteration of all Temporary Roads.

Construction of Temporary Roads in areas shown on Sale Area Map shall be in accordance with the attached plans or criteria.

Unless otherwise agreed, if Purchaser's Operations require more than 40 cubic yards of rock for Temporary Roads, landings, or other temporary uses, such rock shall be obtained from commercial sources.

PLANS AND/OR CRITERIA PURSUANT TO CT5.1# (OPTION 1) - TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008)

#### All Units:

- Any temporary roads crossing live streams or wet areas shall have a written plan for the crossing approved in writing by the Engineering Representative prior to construction.
- All temporary roads constructed with cuts and fills will have fill material pulled back and outsloped on the road prism. To the extent practicable such placement will reestablish the original ground line (re-contouring). Slash and/or weed free straw will be distributed over the reclaimed cut and fill areas. When performing this work, machinery used will not be allowed outside the clearing limits of the temporary road. Prior to re-contouring temporary roads with cuts and fills and all other temporary roads, the compacted running surface will be scarified to a depth of 6-12 inches.
- At junctions with other roads, the entrance of the temporary road shall be obscured for a minimum distance (minimum 100 feet) necessary to make the road as indiscernible as possible from the intersecting road. This shall be accomplished by scarifying the roadbed, removing the road prism, and placing available soil, rock, brush and debris to obscure the road entrance. The ditch line of the intersecting road shall be restored. All temporary culverts shall be removed and disposed of off National Forest Land, and the associated stream banks shall be laid back to the original contours. Any fill used in the installation of the temporary culverts may be removed and disposed of on the temporary roadbed.
- All temporary roads will be closed using existing slash and logs when logging is completed.
- All decks and landings shall be agreed to in writing in advance between Contractor and Forest Service.

#### KT-FT.1.2# - USE OF ROADS BY CONTRACTOR. (9/04)

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

#### 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 Forest Service to inform the public of use restrictions. Purchaser's use of roads coded R, A, or W shall be in accordance with the following restrictions:

#### Restricted Road List

Road	Road Name	Teri	mini	Мар	Description of
Number		From	То	Legend	Restrictions
	All Roads Listed in KT-FT.3.1#			R	Hauling prohibited during weekends (6 pm Friday to midnight on Sunday) and the following Federal holidays: Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. Road use shall not be conducted when conditions are such that excessive damage will result. Forest Service road and bridge permits are required for all vehicles that exceed ODOT weight, height or width limitations.
8210-2 Lake Cr. Bridge to Two Pan Trailhead					Hauling prohibited from July 1 through September 30th. Limited hauling may be allowed by agreement with Forest Service to limit impacts to Recreational visitors.
	All Roads Listed in KT- FS.3.1#				Reference below

Title and date of governing road rules document:

Wallowa-Whitman NF Commercial Road Use

Rules and Road Use Permit Requirements

2016 or Current Version

Commercial Road Rules

**Effective Date** 

Commercial Road Use Rules and Applications for Overload Permits may be found at the office of the Forest Supervisor, or at the following website:

http://www.fs.usda.gov/Internet/FSE DOCUMENTS/stelprdb5420174.pdf

#### KT-FT.3.1# – ROAD MAINTENANCE REQUIREMENTS. (9/04)

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

# Contract Road Maintenance Requirements Summary

	Te	ermini		Applicable Pre-Haul Road Maintenance Specifications											
Road	From	То	Miles	T-803	T-811	T-813	T-832	T-834	Т-842	T-851	T-854	T-891			
8210-1	Co Rd 551	Lake Cr. Bridge	4.95		Р		P	Р	Р	P	Р	P			
8210-2	Lake Cr. Bridge	Two Pan Trail Head	6.13		P	P	Р	P	Р	P	P	P			
8210010	8210	EOR	0.03		P				P	Р	Р	P			
8210030	8210	EOR	0.26		P				P	P	P	P			
8210050	8210	EOR	0.17		P				P	P	P	P			
8210051	8210	8210050	0.03		Р				Р	P	P	P			
8210081	8210	EOR	0.13		Р				Р	P	P	P			
8210140	8210	8210	0.19		P				P	P	Р	P			

	Te	ermini			Appl	icabl	e Duri	ng-Hau	ıl Roa	d Mair	tenan	ce Spe	cifica	tions	
Road	From	То	Miles	T-803	T-811		T-813	T-832	T-834	T-843	T-842	T-851	T-854	T-891	
8210-1	Co Rd 551	Lake Cr. Bridge	4.95	Р	P			P	P			P	P	P	
8210-2	Lake Cr. Bridge	Two Pan Trail Head	6.13	Р	Р			P	P			P	P	Р	
8210010	8210	EOR	0.03	P	Р							Р	P	P	
8210030	8210	EOR	0.26	P	Р							Р	P	P	
8210050	8210	EOR	0.17	P	P							P	P	P	
8210051	8210	8210050	0.03	P	Р							Р	P	Р	
8210081	8210	EOR	0.13	Р	Р							Р	P	P	
8210140	8210	8210	0.19	P	P							P	P	Р	

	Te	ermini			App	licabl	e Pos	t-Hau	l Road	Maint	enance	e Spec	ificat	ions	
Road	From	То	Miles	T-803	T-811		T-813	T-832	T-834	T-843	T-842	T-851	T-854	T-891	
8210-1	Co Rd 551	Lake Cr. Bridge	4.95		P			P	P					P	
8210-2	Lake Cr. Bridge	Two Pan Trail Head	6.13		P			P	P					P	
8210010	8210	EOR	0.03		P					P				P	
8210030	8210	EOR	0.26		P					P				P	
8210050	8210	EOR	0.17		P					P				P	
8210051	8210	8210050	0.03		P					P				P	
8210081	8210	EOR	0.13		P					Р				Р	
8210140	8210	8210	0.19		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, COU = Center of Unit, EOR = End of Road

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.

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

1	2		3		4	5		6		7	8	9	
	Special							Dust				Ро	
Road No.	Project	Tr	ravel V	lay	Brushing			atement		Seasonal		На	ul
and Termini	Specifi- cation	™; d+b	X Slope	Comp	And Log Out	Surfacing	Product	Applic Rate	Width	Mainte- nance	Snow Removal	Block	Treat
			C			Surfacing	FIOGUCE	Nate	WIGCII			BIOCK	ITEAL
8210-1 Co Rd 551 to Lake Cr. Bridge	T-803 T-811 T-813 T-832 T-834 T-842F T-851F T-854F T-891	EX	C	В	5'L, 5'R OPT					W	TS		
8210-2 Lake Cr. Bridge to Two Pan Trailhead	T-851F T-854F T-803 T-811 T-813 T-832 T-834 T-842F T-851F T-854F T-891	EX	AI	В	5'L, 5'R OPT	60 CY 3" jaw run Commercial Source 120 CY 3/4 minus Commercial Source				W	TS		
8210010	T-803 T-811 T-842 T-843 T-851 T-854 T-891	EX	Al	В	5'L, 5'R OPT					W	TS		
8210030	T-803 T-811 T-842 T-843 T-851 T-854 T-891	EX	Al	В	5'L, 5'R OPT					W	TS		
8210050	T-803 T-811 T-842 T-843 T-851 T-854 T-891	EX	Al	В	5'L, 5'R OPT					W	TS		

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

1	2		3		4	5		6		7	8	(	9
_ ,	Special	_		_	_ , ,			Dust					st
Road No.	Project Specifi-	'I' r	ravel V	Vay	Brushing And		Aba	atement Applic		Seasonal Mainte-	Snow	На	u⊥ 
Termini	cation	Width	Slope	Comp	Log Out	Surfacing	Product	Rate	Width	nance	Removal	Block	Treat
8210051	T-803	EX	Al	В	5'L, 5'R					W	TS		
	T-811				OPT								
	T-842												
	T-843												
	T-851												
	T-854												
	T-891												
8210081	T-803	EX	Al	В	5'L, 5'R					W	TS		
	T-811				OPT								
	T-842												
	T-843												
	T-851												
	T-854												
	T-891												
8210140	T-803	EX	Al	В	5'L, 5'R					w	TS		
	T-811				OPT								
	T-842												
	T-843												
	T-851												
	T-854												
	T-891												

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

Column No.	Heading	Entry	Explanation
	Any	Blank	Except as otherwise described, no entry indicates Purchaser 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	Purchaser shall maintain the traveled way to the width existing upon entry, or at the completion of Specified Road work.
		Numbers	Purchaser 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	Purchaser 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	Purchaser may use hand or mechanical means of brushing.
		Н	Only hand brushing may be used.
5	Surfacing	Aggregate Grading	Purchaser shall place surfacing on roads listed according to the grading indicated.

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

6	Dust Abatement	OPT	The use of LIG S or MG CL2 is Purchasers choice. Include application rate and width if selected.
		All	Any method may be used, see T1812F, section 812.03 Methods. If the Purchaser uses LIG S, or MG CL2, the application rate and width shall be agreed to in writing prior to applying.
		Product Abbr.	Unless otherwise agreed, Purchaser 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	Purchaser shall abate dust on the existing width
		Numbers	Purchaser 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.
		В	Entrance barriers shall be installed by Purchaser prior to nonuse periods.
8	Snow Removal	TS	Snowplowing authorized for Purchaser'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	PR	PR denotes that work is Purchaser's Responsibility to perform.

## T-803F SNOW REMOVAL

# 803.01 Description

This Section provides for removal of snow from roads to facilitate logging operations and safe use.

## 803.02 Maintenance Requirements

- A. If Contractor elects to remove snow, meet the following requirements:
  - (1) Contractor shall erect signs during periods when snowplowing takes place to meet the intent of GT.3.3.
  - (2) Perform work in a manner to preserve and protect roads and appurtenances, and to prevent erosion damage to roads, streams, and other Forest values.
  - (3) Do not undercut banks or blade gravel or other surfacing material off the road.
  - (4) Keep roadbed drainage ditches, drain dips, and culverts functional when needed during operations and upon completion of operations.
  - (5) Control snow removal to identify the usable traveled way having roadbed support. Reshape over-width plowing as necessary to define the usable width.
  - (6) Space, construct, and maintain drainage holes in the dike of snow or berm caused by snow removal operations. Place drain holes to obtain surface drainage without discharging on erodible fills.
  - (7) Close roads to wheeled vehicles at times and in the manner specified in KT-FT.1.2# or the Road Rules document.
  - (8) Upon seasonal completion of Contractor's Operations, effectively block the road by a snow barricade, unless otherwise agreed.
  - (9) Remove snow for either public access or project use as established in KT-FT.3.1# and meet the following requirements:
    - (a) Removal for Public Access (Method JU) Remove snow from all of the traveled way, including turnouts, for safe and efficient use for both timber transportation and the public. Remove intruding windfalls, debris, or slough and slide material for the full width of the traveled way and deposit out of drainage's at agreed upon locations.

- (b) Removal for Project Use (Method TS) Remove snow from all or part of the traveled way, including sufficient turnouts for safe and efficient use for timber transportation and to protect the road. Remove intruding windfalls, debris or slough and slide material and dispose of only as necessary to provide passage for timber transportation. Removed materials may be deposited off the traveled way or outside the traveled way at agreed upon locations.
- (c) Upon notice replace in kind, within sixty (60) days after the start of Normal Operating Season, any surfacing material which has been bladed off the road, unless otherwise agreed. Forest Service will notify Contractor in writing as to the cubic meter equivalent of bladed off material by the start of the normal operating season.

## 803.03 Equipment

Contractor may use any type of equipment to remove snow, providing:

- a. Type or use of equipment is not restricted in KT-FT.1.2# or Road Rules document.
- b. Equipment is of the size and type commonly used to remove snow and will not cause damage to the road.
- c. The use of plows or dozers to remove snow requires written Forest Service approval. Equip plows or dozers with shoes or runners to keep the dozer blade a minimum of 50 mm (2 inches) above the road surface unless agreed otherwise.

#### 803.04 Ice Control

Ice control may be performed by Contractor when approved by Forest Service in writing. Such approval will include ice control materials, application rates, and any specific requirements of use.

# T-811F BLADING

## 811.01 Description -

This work consists of surface blading the traveled way to a condition to facilitate traffic and provide proper drainage. Blading includes shaping the crown or slope of traveled way, berms, and drainage dips in accordance with this specification. Compaction is required when shown on the Road Listing.

## 811.02 Maintenance Requirements

A. Timing - Perform surface blading during the contract period as often as needed to provide conditions stated for the maintenance level of the road.

#### B. General -

- 1. Blade and shape the existing traveled way and shoulders, including turnouts, to produce a surface which is uniform, consistent to grade, and crowned or cross-sloped as indicated by the character of the existing surface, unless otherwise shown in the Road Listing, to at least 13 mm (½ inch) per .305 meter (1 foot) of width, but not more than 19 mm (¾ inch) per .305 meter (1 foot) of width. Thoroughly loosen surfacing material to no less than 50 mm (2 inches) depth or the depth of potholes or corrugations. Scarification to facilitate cutting to the full depth of potholes or corrugations may be elected, but will be considered incidental to blading. Do not scarify deep enough to cause contamination of the surfacing.
- 2. Apply water during blading when sufficient moisture is not present to prevent segregation. Supply, haul, and apply water in accordance with Section T-891F.
- 3. Shape existing native rock or aggregate surfaced drainage dips to divert surface runoff to existing outlet devices, ditches, or discharge locations.
- 4. Establish a blading pattern which provides a uniform driving surface, retains the surfacing on the roadbed, and provides a thorough mixing of the materials within the completed surface width. Upon final blading, no disturbed rock shall protrude more than 50 mm (2 inches) above the adjacent surface unless otherwise provided in the contract. Remove and place outside the roadbed material not meeting this dimension so as not to obstruct drainageways or structures. This material may be scattered off the roadbed if there is free drainage.

# C. Routine Blading -

- 1. Conform to the dimensions SHOWN IN CONTRACT PROVISION KT-FT.3.1#.
- 2. Shape roadbed width in excess of the dimensions shown only as needed to provide drainage away from the traveled way. Do not remove established grasses and other vegetation from the excess width except as incidental to providing drainage or unless otherwise provided in the contract.

## D. Compaction -

When compaction is required, the method of compaction will be as shown in the Road Listing [KT-FT.3.1#]. Compaction shall commence immediately following blading.

## Compaction methods are:

**Compaction Method A**: By breaking track while operating equipment on the traveled way.

**Compaction Method B**: 7-9 metric ton (7-10 ton) pneumatic, steel, or equivalent vibratory roller, operated to cover the full width two (2) times.

E. Undercutting - Undercutting roadway back slope is not permitted.

#### F. Intersections

- 1. At intersections, blade the roadbeds of side roads which are not closed or restricted from vehicular use to ensure smooth transitions. Maximum distance not to exceed 15 m (50 feet) onto adjacent roads.
- 2. Blading shall not be required of intersecting roads if roads are listed under KT-FT.3.1# Sections T-838F, or T-839F. This includes any roads with signing, cross ditching in the road surface (traveled way), earth berms, or other devices placed to discourage or eliminate use.
- G. Cleaning of Structures Do not allow materials resulting from work under this Section to remain on or in structures, such as bridges, culverts, cattle guards, or drainage dips.

- H. Berms Maintain existing berms to the condition of adjacent segments. Do not create new berms (windrows).
- I. Smooth blading Smooth blading may be used as an interim measure to remove loose surfacing material from the wheel paths, and store removed materials in a recoverable windrow, until blade processing as described in this section is feasible. Watering will not be required for smooth blading. Accomplish smooth blading without distorting the existing cross-slope or crown of the traveled way.

Move and store loose surfacing materials on the high side of super-elevated curves and sections with uniform inslope or outslope. In crowned sections, store the material on either or both sides as elected. Windrow and place stored materials to provide not less than 3.6 meters (12 feet) of smooth traveled way on one-lane segments, or 6 meters (20 feet) of smooth traveled way on two-lane segments, or segments with turnouts. Cut holes through windrows, which may collect water on the road, for drainage at least every 150 meters (500 feet).

J. Where conditions warrant, Utah Dips or other surface cross drains may be removed and or installed/ reinstalled as agreed to in writing by the Forest Service.

# T-813F SURFACING

# 813.01 Description

This work consists of placing surface aggregate as staked on the ground, or designated by the Government. It includes preparing the area, furnishing, hauling, and placing all necessary materials and other work necessary to blend with the adjacent road cross section.

## 813.02 Materials

A. Materials will be Government-furnished unless otherwise stated in KT-FT.3.1#. The codes shown in the road listing will be defined as follows:

GFM: government furnished material. Material Source is located:\_\_\_\_\_
N/A Commercial Source

- P: Contractor is required to place this gradation of rock, obtained from a commercial source.
- D: Contractor is required to pay deposits to the Forest Service in lieu of placement of surfacing.
- D3: Contractor is required to pay deposits to a third party in lieu of placement of surfacing.
- B. Materials furnished by the Contractor shall reasonably conform to the gradation shown in KT-FT.3.1# and Section 703 of the "Forest Service Standard Specifications for Construction of Roads and Bridges," EM-7700-100, August 1996. Material shall be approved in writing by the Forest Service prior to placement.
- C. Quantities shown in KT-FT.3.1# are measured in place.

## 813.03 Maintenance Requirements

A. Thoroughly loosen the area to be surfaced to a minimum depth of 25 mm (1 inch) prior to placement of aggregate.

## B. Mixing and Placing

- 1. Mix surfacing and existing aggregate. Apply water in accordance with Section T-891F during blading when sufficient moisture is not present to prevent segregation. Uniformly mix-aggregate prior to final shaping and compaction.
- 2. Spread the material on the prepared area in layers no more than 100 mm (4 inches) in depth. When more than one (1) layer is required, shape and compact each layer before the succeeding layer is placed. Upon completion, the surfacing shall reasonably conform to the adjacent cross section and provide smooth transitions in the road profile.
- 3. Accomplish compaction by one of the following methods, as shown in KT-FT.3.1#:

Compaction Method A: By breaking track while operating equipment on the traveled way.

Compaction Method B: 7-9 metric ton (7-10 ton) pneumatic, steel, or equivalent vibratory roller, operated to cover the full width two (2) times.

### T-831F DITCH MAINTENANCE

### 831.01 Description

This Section provides for routine maintenance of various types of ditches to provide a waterway which is unobstructed, as shown on the road listing or marked on the ground.

### 831.02 Maintenance Requirements

- A. Maintain ditches by removing rock, soil, wood, and other materials. Maintained ditches shall function to meet the intent of the original design.
- B. Undercutting backslopes during removal operations is not permitted.
- C. Suitable material up to 100 mm (4 inches) in greatest dimension removed from the ditches may be blended into existing native road surface and shoulder or placed in designated berm.
- D. Do not blend material from ditch cleaning operations into aggregate surfaced roads. Do not blade material across aggregate or bituminous surfaced roads, unless approved in writing by the Government.
- E. Haul material in excess of 831.02 D or subject to 831.02 E to a designated waste area under Section T-832F. Remove excess materials temporarily stored on the ditch slope or edge of the shoulder daily.
- F. Remove limbs and wood chunks in excess of 300 mm (12 inches) in length or 75 mm (3 inches) in diameter from ditches and place outside the roadway.
- G. Clean paved surfaces of all materials resulting from ditch maintenance work.
- H. Shape lead-off ditches to drain away from the traveled way.

### T-832F REMOVE AND END HAUL MATERIALS

### 832.01 Description

Work consists of loading, hauling, and placing of slide, slough, or excess materials such as rock, soil, vegetation, and other materials to designated disposal sites.

### 832.02 Maintenance Requirements

- A. Remove, end haul, and dispose of excess materials generated by work under other Sections of this contract.
- B. Remove the slide and slough materials in the area extending approximately 2 meters (6 feet) vertically above the road surface and not more than 1 meter (3 feet) downslope from the roadbed.

Disposal locations for material generated under this specification shall be staked on the ground by the Forest Service, unless otherwise shown below:

Disposal Site(s):	<u>as agreed t</u>	<u>to b</u>	<u>y the Forest Service</u>	
Material shall be placed	by Method	1 .	as listed in D.	

Reshape the slope which generated the slide material as nearly as practical to its original condition by equipment operating from road surface. Reshaping of roadside ditches in slide area shall be in accordance with Section T-831F.

- C. When approved by the Government, fill slumps by compacting selected materials into roadway depressions. Compaction is by Method 2.
- D. Disposal methods are listed below:
  - 1. Method 1 Side Casting and End Dumping. Material may be placed by side casting and end dumping. Where materials include large rocks, provide a solid fill by working smaller pieces and fines into voids. Shape the finished surfaces to drain.
  - 2. Method 2 Layer Placement Step or roughen surfaces on which materials are to be placed prior to placing any material. Place materials in approximately horizontal layers no more than 300 mm (12 inches) thick. Compact each layer by operating hauling and spreading equipment over the full width of each layer.
- E. Repair any damage to existing aggregate or pavement surfaces.

### T-834F DRAINAGE STRUCTURE MAINTENANCE

### 834.01 Description

This work consists of cleaning and reconditioning culverts and other drainage structures.

### 834.02 Maintenance Requirements

A. Clean drainage structures, inlet/outlet structures, culverts, catch basins, and outlet channels when there are obvious obstructions, impediments, or diversions to water flow. Material shall be removed from catch basins in accordance with

Drawing #CB-1. All removed material shall be disposed of in accordance with T-832F.

- B. Clean the transition from the ditch line to the catch basin a distance of 3 meters (10 feet) from the catch basin. Clean outlet channels and lead-off ditches a distance of 2 meters (6 feet). Remove and place debris and vegetation so as to not enter the channel or ditch, or obstruct traffic. Haul debris and vegetation to a designated disposal area in accordance with Section T-832F.
- C. Hydraulic flushing of drainage structures is not allowed unless approved in writing by the Forest Service.
- D. Cleaning and reconditioning are limited to the first 1 meter (3 feet) of inlet and outlet, determined along the top of the structure. Recondition culvert inlet and outlet by field methods such as jacking out or cutting away damaged metal which obstructs flow. Treat cut edges with a zinc rich coating to reduce or eliminate rusting, in accordance with manufacturer's recommendations.

E.	Specific drainage maintenance requirements are shown on the Drainage Maintenance Listing (DML):			
	DML Attached			
	No DML Attached			

<sup>\*</sup> Performance of the maintenance shown the DML, <u>unless specifically stated</u>, does not relieve the contractor of the requirement to perform maintenance as shown in A, above.

### T-834F DRAINAGE STRUCTURE MAINTENANCE

### 834.01 Description

This work consists of cleaning and reconditioning culverts and other drainage structures.

### 834.02 Maintenance Requirements

- A. Clean drainage structures, inlet/outlet structures, culverts, catch basins, and outlet channels when there are obvious obstructions, impediments, or diversions to water flow. Material shall be removed from catch basins in accordance with Drawing #CB-1. All removed material shall be disposed of in accordance with T-832F.
- B. Clean the transition from the ditch line to the catch basin a distance of 3 meters (10 feet) from the catch basin. Clean outlet channels and lead-off ditches a distance of 2 meters (6 feet). Remove and place debris and vegetation so as to not enter the channel or ditch, or obstruct traffic. Haul debris and vegetation to a designated disposal area in accordance with Section T-832F.
- C. Hydraulic flushing of drainage structures is not allowed unless approved in writing by the Forest Service.
- D. Cleaning and reconditioning are limited to the first 1 meter (3 feet) of inlet and outlet, determined along the top of the structure. Recondition culvert inlet and outlet by field methods such as jacking out or cutting away damaged metal which obstructs flow. Treat cut edges with a zinc rich coating to reduce or eliminate rusting, in accordance with manufacturer's recommendations.

E.	Specific drainage maintenand Maintenance Listing (DML):	ce requirements are shown on the Drainage
	DMI Attacked	_

DML Attached	
No DML Attached	<b>✓</b>

<sup>\*</sup> Performance of the maintenance shown the DML, <u>unless specifically stated</u>, does not relieve the contractor of the requirement to perform maintenance as shown in A, above.

### T-842F CUTTING ROADWAY VEGETATION

### 842.01 Description

This work consists of cutting all vegetative growth, including trees and other vegetation less than 100 mm (4 inches) in diameter measured 150 mm (6 inches) above the ground, on roadway surfaces and roadsides.

### 842.02 Maintenance Requirements

### A. General

- 1. Cut brush, trees, and other vegetation within each area treated to a maximum height of 150 mm (6 inches) above the ground surface or obstruction such as rocks or existing stumps. When work is performed under this Section, remove all limbs which extend into the treated area (shown in the Road Listing, KT-FT.3.1#), or over the roadbed, to a height of 4 m (14 feet) above the traveled way surface elevation.
  - a. When approved in advance by the Forest Service, a limited number of larger (greater than (4 inches) in diameter measured 150 mm (6 inches) above the ground) may be designated for cutting. If these trees meet utilization standards, they will be limbed and decked in areas designated by the Forest Service.
- 2. Items to remain will be marked on the ground.
- 3. Work may be performed either by hand or mechanically unless specifically shown in the Road Listing. Self-propelled equipment is not allowed on cut and fill slopes or in ditches.
- 4. Correct damage to trunks of standing trees caused by Contractor's operation as directed by the Government.
- 5. Limb trees within the cutting limits which are over 100 mm (4 inches) -measured at 150 mm (6 inches) above the ground in lieu of cutting, unless otherwise designated by the Forest Service.
- 6. When trees are limbed, cut limbs flush with the trunk.

### B. Cutting Side Vegetation

1. Show the width of vegetation to be removed in the Road Listing.

- 2. Unless otherwise approved or marked on the ground, commence work at the edge of the traveled way and proceed away from the road centerline.
- 3. The points for establishing cutting limits are as follows:
  - a. Fill and daylighted (wide roadbed) section cutting commences at the edge of the traveled way and proceeds away from the road center line.
  - b. Drainage ditched section cutting commences at the edge of the traveled way and proceeds away from the road center line.
  - c. Unditched cut section cutting commences at the intersection of the cutbank and the roadbed and proceeds away from center line.

### C. Debris

- 1. Materials resulting from the cutting operation in excess of 300 mm (12 inches) in length or seventy-five (75) mm (3 inches) in diameter is not allowed to remain on roadway, slopes within the treated area, in ditches, or within water courses.
- 2. Remove limbs and chunks in excess of seventy-five (75) mm (3 inches) in any dimension from the traveled way and shoulders.
- 3. Materials shall be scattered downslope from the roadbed, outside of the work area and drainages.

### T-851F LOGGING OUT

### 851.01 Description

This work consists of removal of fallen trees and snags which encroach into the roadway.

### 851.02 Maintenance Requirements

- A. Limb and remove timber which meets Utilization Standards, or deck at agreed locations.
- B. For material within 1 meter (3 feet) of the traveled way which does not meet utilization standards, cut into lengths suitable for handling and scatter outside of the traveled way on the fill slope side (without damaging trees, or improvements), unless otherwise shown below.

Road No.	Disposal Method		ut Distance houlder
		Left	Right
All Roads Listed in KT-FT.3.1#	Scatter	6'	6'

.

- C. Notwithstanding CT.3, blowdown timber outside Sale Area required to be removed, which meets Utilization Standards in AT.2, when agreed is Included Timber subject to requirements of CT.2.
- D. Do not leave woody debris and slash in concentrations which may plug ditches or culverts, drainage channels, or on traveled way, shoulders, or turnouts.

### T-854F TREATMENT AND DISPOSAL OF DANGER TREES

### 854.01 Description

This work consists of felling and disposal of designated live or dead danger trees sufficiently tall to reach roads used (including temporary roads) by the Contractor. Any removal of logs is subject to prior agreement between the Forest Service and the Contractor.

Road use for Contractor's operations and haul is contingent upon the required treatment of all danger trees regardless of when identified or marked for treatment.

### 854.02 Requirements

### A. Designation of danger trees.

Danger trees to be felled will be designated in advance of commercial operations commencing. Identification of these trees may be made by the Contractor and/or the Forest Service. Marking of the designated trees shall be conducted by the Forest Service.

### B. Falling, bucking and treatment for disposal.

Use controlled felling to ensure the direction of fall and prevent damage to property, structures, roadway, residual trees, and traffic. Stump heights, measured on the side adjacent to the highest ground, must not exceed 12 inches or 1/3 of the stump diameter, whichever is greater. Higher stump heights are permitted when necessary for safety.

Felled snags and trees, which are not designated for removal, will be left in a stable condition such that they will not roll or slide. Position logs away from standing trees so they will not roll, are not on top of one another, and are located out of roadway and drainage structures.

Fell, limb and, remove trees, which are Marked for removal, that equal or exceed the utilization standards as listed in the Timber Sale contract or Special Project Specifications. Dispose of merchantable timber designated for removal in accordance with CT.3.2 Construction Clearing, of the Timber Sale Contract, or as described in Special Project Specifications.

### C. Slash treatment.

Within the roadway, remove limbs, chunks, and debris in excess of 12 inches in length and 3 inches in diameter, and concentrations that may plug ditches or culverts, and water courses. Dispose of slash by scattering outside the roadway limits without damaging trees, or improvements.

### WALLOWA-WHITMAN SPECIAL PROJECT SPECIFICATION (2/06)

### T-891F WATER SUPPLY AND WATERING

### 891.01 Description

This work consists of providing facilities to furnish an adequate water supply, hauling and applying water.

### 891.02 Materials

If the Contractor elects to provide water from other than designated sources, the Contractor is responsible to obtain the right to use the water, including any cost for royalties involved.

Suitable and adequate water sources designated available for Contractor's use under this contract are as follows:

<u>Мар</u>	<u>Location</u>	<u>Location</u>	<u>Use</u>
Key No.	<u>Road</u>	<u>Milepost</u>	Restrictions
W	8210020 at Lostine R	(Pole Bridge)	* See below
W	8210 at Lake Creek	4.95	* See below

### 891.03 Equipment

- A. Positive control of water application is required. Equipment shall provide uniform application of water without ponding or washing.
- B. An air gap or positive anti-siphon device shall be provided between the water source and the vehicle being loaded if the vehicle has been used for other than water haul, if the source is a domestic potable water supply, or the water is used for tank mixing with any other materials.
- C. The designated water sources may require some work prior to their use. Such work may include cleaning ponded areas, installing temporary weirs or sandbags, pipe repair, pump installation, or other items appropriate to the Contractor's operations. Flowing streams may be temporarily sandbagged or a weir placed to pond water, provided a minimum flow of N/A cu.m/s (cu. ft/sec) is maintained. Obtain approval on improvements for sandbags or weirs prior to placement.

### KT-FT.3.2# – ROAD MAINTENANCE DEPOSIT SCHEDULE. (8/12)

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 are \$\frac{\\$N/A}{A}\$ per/CCF for recurrent maintenance, and \$\frac{\\$2.30}{A}\$ per/CCF for deferred maintenance.

The following table lists who Contractor will make deposits for road maintenance to, and the rate per unit of measure of the deposit. The Road Maintenance Agreement is available for inspection at the Forest Supervisor's Office.

	Deposit Made To	Rate	Unit of Measure
N/A			

### KT-GT.2.2# - PROTECTION OF IMPROVEMENTS. (5/05)

Unless otherwise agreed to in writing, Contractor shall move or relocate the improvements listed in the following table to locations and in a manner as specified in drawings or in specifications attached hereto. Improvements shall be returned to their original locations following Contractor's operations. See attached table for replacement costs.

Replacement costs for items damaged under KT-GT.2.2# – PROTECTION OF IMPROVEMENTS

	Replacement
<u>Improvement</u>	<u>Cost</u>
Canyon forest Camp	
Entry Sign	\$2,500.00
Single Old-Style Toilet	\$30,000.00
Information Board	\$5,000.00
Picnic Table	\$2,000
Fire Ring	\$250.00
Shady Campground	
Entry Sign	\$2,500.00
Single CXT Toilet	\$30,000.00
Compacted gravel	
approach pad	\$1,000.00
Information Board	\$8,000.00
Fee Tube	\$1,000.00
Picnic Table	\$2,000

Fire Ring	\$250.00
Maxwell Lake Trailhead	
Entry Sign	\$2,500.00
Information Board	\$5,000.00
Picnic Table	\$2,000
Fire Ring	\$250.00
Dispersed Sites	
Picnic Table	\$2,000
Fire Ring	\$250.00

### KT-GT.3.1.5# - PROJECT OPERATION SCHEDULE. (5/05)

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

See attached schedule.

Payment Unit	Operation Conditions	<u>Purpose</u>
2, 4, 4A, 5, 6, 6A, 7, 7A, 8, 8A, 14, 15, 17, 18A, 18C, 19, 19A, 20, 21A, 35, 36, 38, and 43	Winter conditions required – 4 inches of frozen ground or 12 inches of settled snow	Invasive species, threatened and sensitive species.
6, 6A, 7, 7A,17, 17A, 18, 18A, and 18C	Operations are permitted from 9/1 – 2/28	To protect raptor nesting.
5, 9, 9A, 10, 10A, 14, 15, and 27	Operations are permitted from 9/16 – 6/30	To reduce noise and traffic impacts to visitors.
15, 17,17A, and 21A	All operations must be completed in one operating season	To limit disruptions to trailheads, campgrounds, and dispersed sites.

### KT-GT.3.2# - PROTECTION OF RESERVE TREES. (9/04)

Contractor's damage or destruction of reserve trees 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 **\$500.00** for each genetic, wildlife, and other reserve tree and **\$250.00** for each survey monument 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. (5/05)

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 contract. Contractor will be charged for the following:

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

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

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

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

### KT-GT.4.1# - SPECIFIC REQUIREMENTS. (5/05)

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.

FELLING METHODS	PAYMENT UNITS
Trees should be felled in such a manner as to prevent damage to risidual trees.	ALL
Mechanized Felling equipment shall operate on existing skid trails where possible.	ALL
In the event a new category 4 stream or wetland is found the district hydrologist will be notified to determine required buffers prior to any felling operations	ALL
Mechanized Felling operations require dry or winter conditions.	9, 9A, 10, 10A, 11, 11A, 11B, 11C, 13, 13B, 17A, 18, 19B, 21, 22, 25, 26, 27, 29, and 31
Mechanized Felling operations require winter conditions.	2, 4, 4A, 5, 6, 6A, 7, 7A, 8, 8A, 14, 15,17, 18A, 18C, 19, 19A, 20, 21A, 35, 36, 38, and 43
Mechanized felling equipment is restricted to operating on slopes less than 35%. Hand felling is required on slopes greater than 35%.	ALL
Mechanized equipment shall not be fueled or serviced within 100 feet of seeps, springs, or category 1, 2, or 4 streams.	ALL

FELLING EQUIPMENT	PAYMENT UNITS
Except for manually felled trees which exceed the harvesters capability, included Timber shall be felled, limbed, bucked, and prebunched by a self-propelled mechanical harvester. The harvester shall place unmerchantable tops and limbs evenly in the forwarder road as it proceeds. Wherever residual trees require protection, forwarder roads shall not be more than 12 feet in width, nor less than 75 feet apart. The harvester is limited to a single pass between forwarder roads. Log landings and transfer points shall be limited to existing roads and turnouts, unless otherwise agreed to in writing.	2, 4, 4A, 5, 6, 6A, 7, 7A, 8, 8A, 9, 9A, 10, 10A, 11, 11A, 11B, 11C, 13, 13B, 14, 15, 17, 17A, 18, 18A, 18C, 19, 19A, 19B, 20, 21, 21A, and 22

### KT-GT.4.2# - YARDING/SKIDDING REQUIREMENTS. (5/05)

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.

YARDING/SKIDDING REQUIREMENTS	PAYMENT UNITS
Products shall be processed in payment units and forwarded to landings.	2, 4, 4A, 5, 6, 6A, 7, 7A, 8, 8A, 9, 9A, 10, 10A, 11, 11A, 11B, 11C, 13, 13B, 14, 15, 17, 17A, 18, 18A, 18C, 19, 19A, 19B, 20, 21, 21A, 22, 29, 31, and 43
Forwarder road locations shall be agreed to in advance by contractor and Forest Service before felling operations occur.	ALL
Forwarder roads shall be, to the extent practicable, located on pre-existing Skid roads, trails and landings.	ALL
Forwarder roads shall average 75 feet from center to center, except where converging.	2, 4, 4A, 5, 6, 6A, 7, 7A, 8, 8A, 9, 9A, 10, 10A, 11, 11A, 11B, 11C, 13, 13B, 14, 15, 17, 17A, 18, 18A, 18C, 19, 19A, 19B, 20, 21, 21A, 22, 29, 31, and 43
Ground forwarding operations require winter conditions.	2, 4, 4A, 5, 6, 6A, 7, 7A, 8, 8A, 14, 15,17, 18A, 18C, 19, 19A, 20, 21A, 35, 36, 38, and 43
In the event a new category 4 stream or wetland is found the district hydrologist will be notified to determine required buffers.	ALL
Process trees on skid trails to create slash mats where possible.	2, 4, 4A, 5, 6, 6A, 7, 7A, 8, 8A, 9, 9A, 10, 10A, 11, 11A, 11B, 11C, 13, 13B, 14, 15, 17, 17A, 18, 18A, 18C, 19, 19A, 19B, 20, 21, 21A, 22, 29, 31, and 43
Mechanized equipment shall not be fueled or serviced within 100 feet of seeps, springs, or category 1, 2, or 4 streams.	ALL
Landing construction and skidding shall avoid areas where noxious weed infestations exist.	ALL
Included Timber on slopes less than 35 percent shall be carried free of the ground by a Log Forwarder as Less than or equal to 35 feet or shorter logs. The Log Forwarder shall be all wheel drive, capable of self-loading and unloading, and have rear tires or track type tractive devices greater than 144 inches in overall width. Log forwarders with GVW's greater than 15,000 pounds shall have a minimum of three load bearing axles. Stumps shall not be grubbed from forwarder roads except for portions requiring excavation for safety. All excavation, and any supplemental forwarding of Included timber shall be flagged and preapproved in writing prior to commencing such activity.  Mechanized Felling operations require winter conditions.	2, 4, 4A, 5, 6, 6A, 7, 7A, 8, 8A, 9, 9A, 10, 10A, 11, 11A, 11B, 11C, 13, 13B, 14, 15, 17, 17A, 18, 18A, 18C, 19, 19A, 19B, 20, 21, 21A, 22, 29, and 31.  2, 4, 4A, 5, 6, 6A, 7, 7A, 8, 8A, 14, 15,17, 18A, 18C, 19, 19A, 20, 21A, 35, 36, 38, and 43
No landings allowed in unit or campground.	21A

### KT-GT.6.0# - EROSION CONTROL AND SOIL TREATMENT BY CONTRACTOR. (3/17)

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

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

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

- (a) Where staked or otherwise marked on the ground by Forest Service, seed, fertilizer, and mulch will be applied as indicated in the attached seeding, fertilizing, and mulching schedule. All applications shall be current and done during the period from <u>NA to NA</u> 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 forwarder/roads shall be scarified to a depth of <u>NA</u> 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 <u>20 inches</u>, 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 <u>36 inches</u>. 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 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 (03/2017)

	AREAS	SEED FERTILIZER		MULCH				
PAYMENT UNIT	,		APPLICATION		APPLICATION		APPLICATION	
NUMBER	JMBER É) OTHER	SPECIES 1/ MIXTURE	LBS/AC	TYPE 2/	LBS/AC	TYPE 3/	LBS/AC	
ALL	A, C, D, E	Mt. Brome	8	N/A	N/A	N/A	N/A	
		Idaho Fescue	2					
		Blue Wildrye	2					
		Bluebunch Wheatgrass	2					
		Prairie Junegrass	3					

Grass seed will be provided by the Forest Service.

The Contractor will be required to pay a co-op deposit of **\$.04/CCF**. For the cultivation and harvest of replacement seed of native species for use on future contracts.

- 1/ For projects in Oregon, the seed shall meet the State certification specifications. Seed must be packaged in containers carrying official certification labels sewn in, glued to, or printed upon the container, with the following information:
  - 1. Variety (if certified as to variety) and kind.
  - 2. Quantity of seed (pounds or bushels).
  - 3. Class of certified seed (blue tags for certified seed).
  - 4. Inspection or lot number traceable to the certifying agency's records.

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

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

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

- 2/ Fertilizer shall be a standard commercial fertilizer with guaranteed analysis of contents clearly marked on containers.
- 3/ Mulch shall meet the appropriate State's certification specifications, with evidence of its certification traceable to the certifying agency's records.

### KT-GT.7 - SLASH DISPOSAL. (3/17)

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 agree to substitute methods of slash disposal if such substitute methods will give equally satisfactory results.

Forest Service may waive specific slash treatment requirements of the Contractor. Contractor's Integrated Resource Account will be charged for any slash treatment requirements waived. The amount of such charges will be determined by Forest Service prior to felling operations in each Payment Unit.

### KT-GT.7.4.2# - SLASH TREATMENT REQUIREMENTS (OPTION 2). (6/10)

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.

Unless otherwise agreed, or shown in the attached slash plan or specifications, when Included Timber is removed during Normal Operating Season, required slash work shall be completed within 30 days of removal of approximately three-quarters of the volume in the unit. When Included Timber is removed outside Normal Operating Season, required work will be completed within 30 days of the beginning of the next Normal Operating Season.

See following specifications.

### SPECIFICATIONS PURSUANT TO KT-GT.7.4.2# - SLASH TREATMENT REQUIREMENTS (OPTION 2) (6/10)

Commercial slash generated in Payment unit # 21A will be bucked and piled by the Forest Service for public camp fire use in camp ground.

Machine (Grapple) Pile Construction and Covering Units: 2, 4, 4A, 5, 6, 6A, 7, 7A, 8, 13, 13B, 15, 17, 18, 18A, 18C, 19, 19A, 19B, 20, 21, 22, 29, 31, and 43.

- 1.) Activity and natural woody debris shall be piled and covered for burning within 30 days after completion of skidding or forwarding in each payment unit. If payment units are harvested over snow, these activity fuels shall be piled within 30 days of notification from the Authorized Forest Service official of conditions that are dry enough for machine piling.
- 2.) A track mounted hydraulic excavator or a forwarder shall be used to pile activity and natural woody debris. The excavator and/or forwarder shall be equipped with a hydraulic thumb or a rotating controllable grapple head. The machine used shall have a minimum reach of twenty-five (25) feet.
- 3.) In the payment units away from roads, the machine used shall be required to operate on a slash mat to reduce soil displacement and compaction. No more than one pass over the same ground shall be permitted. When possible, slash shall be piled in skid trails and as far away as possible from green reserve trees marked in orange paint, culverts, SMA's as identified on the Sale Map, and unit boundaries.
- 4.) All activity fuels between two (2) inches and twelve (12) inches in diameter on the large end, having a minimum length of three feet shall be piled.
- 5.) Machine piles shall not exceed a maximum diameter of fourteen (14) feet, or a maximum height of ten (10) feet.
- 6.) Machine piles shall not be piled on down logs greater than twenty (20) inches in diameter on the large end, having a minimum length of eight (8) feet.
- 7.) Machine pile shall be kept free of dirt and other non-woody debris and constructed as compactly as possible. There should be an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels, and the completed piles shall be free of projecting limbs or slash which would interfere with the adequate covering of the piles.
- 8.) Upon completion of the machine piles, all piles shall be covered with four (4) millimeter polyethylene plastic to cover at least 75 percent of the surface of each pile. The plastic shall be held in place with woody debris and tied with combustible cord. The plastic must be secured so that it is held in place during strong wind conditions and maintains coverage for at least one year. The Purchaser is required to furnish the covering materials. Covering shall be completed within 30 days of completion of piling or as directed by the Authorized Forest Service official.
- 9.) Activity fuels shall not be piled in designated recreation sites. Slash generated within these recreation sites shall be forwarded and piled in areas approved by the Authorized Forest Service official. Units: 21A and the Maxwell Lake Trailhead recreation site unit 21.

### KT-GT.8 - MEASURING. (5/05)

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. (5/05)

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). (6/06)

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

### KT-GT.9# - CONSERVATION PROJECTS. (9/04)

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

### **Mandatory Project Items**

**Project Item #001** – **Oversized danger tree felling**: Seventy four (74) danger trees marked in blue paint will be hand-felled prior to logging activities. These danger trees are within or just adjacent to payment units: 2, 4, 4A, 5, 6, 6A, 7 and 7A. Merchantable portions of these trees may be removed.

**Project Item #002 – Re-decking Lake Creek Bridge**: Re-decking must be completed prior to logging activities in units south of the Lostine Guard station. See Exhibit 1 and Exhibit 1.1.

**Project Item #003** – **Helispot construction**: In payment units 17 and 17A create a twenty (20) foot by twenty (20) foot, relatively level (five percent out-sloped), and one foot elevated landing pad and temporary road to the landing pad as shown in Exhibit 2 and as directed by the Authorized Forest Service official. The temporary road shall be lightly scarified with a drag chain or rippers to facilitate successful grass re-seeding upon completion of harvest in Unit 17 and 17A. The start of this temporary road shall be blocked with three removable steel bollards in accordance with Exhibit 2.2.

**Project Item #004** – **Boulder collecting and boulder barrier creation** - *along the 8210000 (north of junction with the 8210081 road), the north side of the 8210081 road.* Boulders may be collected from within payment units and/or from other areas within the project area as approved by the Authorized Forest Service official and transported for construction of the boulder barrier. Boulders used shall be at least twenty four (24) inches when measured in the smallest section. Areas where boulders are to be placed shall be excavated to a depth of twelve (12) inches. Boulders will be placed in these holes and shall extend vertically at least eighteen (18) inches above ground level. Backfill exposed crevices and cavities with excavated soil. Boulders will be placed no closer than two (2) feet from the edge of the road prism and shall be spaced no further than thirty-six (36) inches from each other in a linear fashion. See Exhibit 2 and 2.1.

Project Item #005 - Forwarding and decking of dead lodgepole: All dead standing and down Lodgepole sound enough to forward and deck 5.0"-12.0" DBH in payment units 8, 8A, 9, 9A, 10, 10A 11, 11A, 11B, 11C, and 14 (approximately 50 acres). Forward and deck an estimated 38 ccf of dead lodgepole pine logs for public fuelwood utilization. Decks shall be created as close to the 8210 road as possible. No heavy equipment shall be used outside of unit boundaries to deck this material. Deck locations shall be approved by the Authorized Forest Service official prior to their creation. See Exhibit 3 for approximate decking locations.

**Project Item #006 – Hand thinning of sub-merch material.** Payment units: 25, 26, 27, 35, 36, and 38. Remove conifer trees 2.0"- 6.9" DBH, and between five (5) and thirty (30) feet in height. Remove all small

diameter trees within ten (10) feet of the edge of the road prism. Retain all ponderosa, western larch and mountain hemlock trees, except when they are within ten feet of the road prism. Retain approximately 20-25 understory (< 5" DBH) trees per acre (40-50 foot spacing) of the best trees. After reserving those species that shall all be retained, species retention shall be prioritized as follows: 1) Douglas-fir, 2) Engelmann spruce, 3) grand fir, 4) subalpine fir, and 5) lodgepole pine. Understory reserve trees shall not be within the drip line of reserved overstory trees marked in orange. Any slash generated from this activity will be treated in accordance with KT-GT.7.4.2#

**Project Item #007 - Hand pile and cover generated slash.** Payment units 25, 26, 27, 35, 36, and 38. 1) Piles shall be built more than 10 feet apart. 2) Piles shall be located away from stumps, logs or rocks greater than 2 feet in diameter. 3) Piles shall be placed no closer than 10 feet from the bole of any standing tree. 4) Piles shall be placed no closer than 10 feet from unit boundary or any improvements such as road signs. 5) Piles shall not be placed on any roads or trails. 6) Piles shall not be more than 6 feet tall, 8 feet wide and 8 feet long. 7) Piles shall contain a core of kindling consisting of at least one cubic foot of woody material not larger than 1 inch diameter as a part of the bottom pile layer. 8) All Piled material will be horizontal and aligned parallel and aligned tightly. 9) All piles shall be covered with four (4) millimeter polyethylene plastic and a maximum of 10 X 10 Sq. Ft. 10) Any protruding material more than 1 foot beyond the piles general contour shall be trimmed. Any slash generated from this activity will be treated in accordance with KT-GT.7.4.2#.

**Project Item #008** – **Elimination of Group Select fuels.** Payment units 8A, 9A, 10A, 11A, 11B, and 17A (approximately 10 acres). Remove or pulverize natural down material up to 8-inches in diameter, logging slash, and conifer trees 2"- 5.0" DBH, and between five (5) and thirty (30) feet in height. Retain all ponderosa, western larch and mountain hemlock trees. Retain approximately 20-25 understory (< 5" DBH) trees per acre (40-50 foot spacing) of the best trees. After reserving those species that shall all be retained, species retention shall be prioritized as follows: 1) Douglas-fir, 2) Engelmann spruce, 3) grand fir, 4) subalpine fir, and 5) lodgepole pine. Understory reserve trees shall not be within the drip line of reserved overstory trees marked in orange. Fuels to be removed or pulverized shall not be greater than two (2) feet in length and fuel bed depth shall not exceed six (6) inches.

**Project Item #009 – Thin and pile or mastication of existing and generated fuels** *- within 100 feet of the 8210 road as shown in* Exhibit 4. Payment units: 4, 4A, 5, 6, 7, 7A, 8, 13B, 18, 18C, 19, 19B, 20, 21, and 22. Remove conifer trees 2.0"- 6.9" DBH, and between five (5) and thirty (30) feet in height. Remove all small diameter trees within ten (10) feet of the edge of the road prism. Retain all ponderosa, western larch and mountain hemlock trees, except when they are within ten feet of the road prism. Retain approximately 20-25 understory (< 5" DBH) trees per acre (40-50 foot spacing) of the best trees. After reserving those species that shall all be retained, species retention shall be prioritized as follows: 1) Douglas-fir, 2) Engelmann spruce, 3) grand fir, 4) subalpine fir, and 5) lodgepole pine. Retain clumps of understory trees where they exist in canopy openings and are at least ten (10) feet from the nearest reserve tree's drip line that is marked in orange paint. Do not leave clumps of small diameter conifers within twenty-five feet of any unit boundaries. Understory clump retention shall not exceed ten percent of the Unit's total area. Understory reserve trees shall not be within the drip line of reserved overstory trees marked in orange. Piled material generated from this activity will be treated in accordance with KT-GT.7.4.2#.

**Project Item #010 – Thin and pile or mastication of existing and generated slash** *- within the entire unit.* Payment units: 2, 6A, 13, 17 (N. of 081 rd.) 18A, 19A, 29, 31 and 43. Remove conifer trees 2.0"- 6.9" DBH, and between five (5) and thirty (30) feet in height. Remove all small diameter trees within ten (10) feet of the edge of the road prism. Retain all ponderosa, western larch and mountain hemlock trees, except when they are within ten feet of the road prism. Retain approximately 20-25 understory (< 5" DBH) trees per acre (40-50 foot spacing) of the best trees. After reserving those species that shall all be retained, species retention shall be prioritized as follows: 1) Douglas-fir, 2)

Engelmann spruce, 3) grand fir, 4) subalpine fir, and 5) lodgepole pine. Retain clumps of understory trees where they exist in canopy openings and are at least ten (10) feet from the nearest reserve tree's drip line that is marked in orange paint. Do not leave clumps of small diameter conifers within twenty-five feet of any unit boundaries. Understory clump retention shall not exceed ten percent of the Unit's total area. Understory reserve trees shall not be within the drip line of reserved overstory trees marked in orange. Piled material generated from this activity will be treated in accordance with KT-GT.7.4.2#.

### **Optional Project Items**

**Project Item #011** – **Mastication of Group Select fuels.** Payment units 9, 10, 11,11C, and 14 (32 acres). Remove or pulverize natural down material up to 8-inches in diameter, logging slash, and conifer trees 2"- 5.0" DBH, and between five (5) and thirty (30) feet in height. Retain all ponderosa, western larch and mountain hemlock trees. Retain approximately 20-25 understory (< 5" DBH) trees per acre (40-50 foot spacing) of the best trees. After reserving those species that shall all be retained, species retention shall be prioritized as follows: 1) Douglas-fir, 2) Engelmann spruce, 3) grand fir, 4) subalpine fir, and 5) lodgepole pine. Understory reserve trees shall not be within the drip line of reserved overstory trees marked in orange. Fuels to be removed or pulverized shall not be greater than two (2) feet in length and fuel bed depth shall not exceed six (6) inches.

**Project Item #012 – Thin and pile or mastication of existing and generated slash** *- within the entire unit.* Payment units 15 and 17 (South of 081 road); 20 acres. Remove conifer trees 2.0"- 6.9" DBH, and between five (5) and thirty (30) feet in height. Retain all ponderosa, western larch and mountain hemlock trees. Retain approximately 20-25 understory (< 5" DBH) trees per acre (40-50 foot spacing) of the best trees. After reserving those species that shall all be retained, species retention shall be prioritized as follows: 1) Douglas-fir, 2) Engelmann spruce, 3) grand fir, 4) subalpine fir, and 5) lodgepole pine. Retain clumps of understory trees where they exist in canopy openings and are at least ten (10) feet from the nearest reserve tree's drip line that is marked in orange paint. Do not leave clumps of small diameter conifers within twenty-five feet of any unit boundaries. Understory clump retention shall not exceed ten percent of the Unit's total area. Understory reserve trees shall not be within the drip line of reserved overstory trees marked in orange. Piled material generated from this activity will be treated in accordance with KT-GT.7.4.2#.

**Project Item #013 – Thin and pile or mastication existing and generated slash** *- within the remainder of the unit that was not treated under work item #009.* Payment units: 7A, 19, and 21 (29 acres). Remove conifer trees 2.0"- 6.9" DBH, and between five (5) and thirty (30) feet in height. Retain all ponderosa, western larch and mountain hemlock trees. Retain approximately 20-25 understory (< 5" DBH) trees per acre (40-50 foot spacing) of the best trees. After reserving those species that shall all be retained, species retention shall be prioritized as follows: 1) Douglas-fir, 2) Engelmann spruce, 3) grand fir, 4) subalpine fir, and 5) lodgepole pine. Retain clumps of understory trees where they exist in canopy openings and are at least ten (10) feet from the nearest reserve tree's drip line that is marked in orange paint. Do not leave clumps of small diameter conifers within twenty-five feet of any unit boundaries. Understory clump retention shall not exceed ten percent of the Unit's total area. Understory reserve trees shall not be within the drip line of reserved overstory trees marked in orange. Piled material generated from this activity will be treated in accordance with KT-GT.7.4.2#.

**Project Item #014 – Thin and pile or mastication of existing and generated slash** *- within the remainder of the unit that was not treated under work item #009.* Payment units: 4, 4A, 5, 6, 7, 8, 13B, 18C, 19B, 20, and 22 (104 acres). Remove conifer trees 2.0"- 6.9" DBH, and between five (5) and thirty (30) feet in height. Retain all ponderosa, western larch and mountain hemlock trees. Retain approximately 20-25 understory (< 5" DBH) trees per acre (40-50 foot spacing) of the best trees. After reserving those species that shall all be retained, species retention shall be prioritized as follows: 1) Douglas-fir, 2) Engelmann spruce, 3) grand fir, 4) subalpine fir, and 5) lodgepole pine. Retain clumps of understory trees where they exist in canopy openings and are at least ten (10) feet from the nearest reserve tree's drip line that is marked in orange paint. Do not leave clumps of small diameter conifers

within twenty-five feet of any unit boundaries. Understory clump retention shall not exceed ten percent of the Unit's total area. Understory reserve trees shall not be within the drip line of reserved overstory trees marked in orange. Piled material generated from this activity will be treated in accordance with KT-GT.7.4.2#.

### KT-HT.1 - PLANS. (5/05)

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

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

### KT-HT.2 - SPECIFIC FIRE PRECAUTIONS. (5/05)

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. <u>Fire Security.</u> 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 firefighting 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 firefighting 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 BC.

- (b) All power-driven equipment operated by Contractor on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C and one "D" handled or long handled round point shovel, size O or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.
- (d) Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long handled round point shovel, size O or larger, except at a landing where a suitable fire extinguisher and shovel are immediately available. The extinguisher will be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.
- (e) Each helicopter shall be equipped with one fire extinguisher having a UL rating of at least 5 BC mounted inside the aircraft within reach of the pilot's operating position.
- (f) One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on Contract Area that is protected and readily available.
- (g) At each area where helicopters are being serviced or supplied, a carbon dioxide fire extinguisher with a UL rating of at least 20 BC 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-la 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 firefighting 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 Pulaski's with a 32 inch handle.
- (b) Three adze eye hoes. One Pulaski may be substituted for one adze eye hoe.
- (c) Three long handled, round point shovels, size 0 or larger.

### E. Tank Truck.

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

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

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

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

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

### F. Communications.

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

### G. Smoking and Open Fire Restrictions.

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

### H. Blasting.

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

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

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

### I. Compliance with State Fire Laws.

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

### J. Aircraft Communications.

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

Upon discovery or notification of a fire on Contract Area, all aircraft pilots controlled by Contractor shall monitor VHF frequency 122.85 MHz when within 5 miles of a fire and broadcast their intentions.

### K. Logging Block Equipment.

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

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

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

### KT-HT.2.0.1 - BURNING BY CONTRACTOR. (6/06)

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

### KT-HT.2.2 - EMERGENCY FIRE PRECAUTIONS (06/2018)

Purchaser 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 Purchaser, the revised Industrial Fire Precaution Levels will supersede the attached levels.

### INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

LEVEL I. FIRE SEASON Fire season requirements are in effect. In addition to other fire prevention measures, a Firewatch is required at this and all higher levels unless otherwise waived.

LEVEL II. LIMITED SHUTDOWN The following may operate only between the hours of 8 P.M. and 1 P.M.:

Power saws except at loading sites;

Feller-bunchers with rotary head saws;

Cable varding:

Blasting; Welding, cutting, or grinding of metal.

LEVEL III. RESTRICTED SHUTDOWN Cable yarding is prohibited except that gravity operated logging systems employing non-motorized carriages or approved motorized carriages (defined below), may operate between 8 P.M. and 1 P.M. when all blocks and moving lines are suspended 10 feet above the ground except the line between the carriage and the chokers and during rigging.

The following are permitted to operate between the hours of 8 P.M. and 1 P.M. where mechanized equipment capable of constructing fire line is immediately available to quickly reach and effectively attack a fire start:

Ground-based operations (defined below);

Power saws on ground-based operations;

Rotary head saw feller-bunchers with a continuous Firewatch;

Non-rotary head saw feller-bunchers;

Tethered logging systems (defined below).

The following are permitted to operate between the hours of 8 P.M. and 1 P.M.:

Power saws at loading sites;

Loading or hauling of any product or material;

Blasting;

Welding, cutting, or grinding of metal;

Any other spark emitting operation not specifically mentioned.

### LEVEL IV. COMPLETE SHUTDOWN

All operations are prohibited.

NOTE: Where hauling involves transit through more than one shutdown/regulated use area, the precaution level at the woods loading site shall govern the level of haul restriction, unless otherwise prohibited by other than the IFPL system. Under IFPL III, all trucks must be loaded and leaving the loading site no later than 1 P.M. IFPL Definitions:

- >Approved motorized carriage: a cable yarding system employing a motorized carriage with two fire extinguishers, each with at least a 2A:10BC rating, mounted securely on opposite sides of the carriage, an emergency motor cutoff, and an approved exhaust system.
- >Cable yarding system: a yarding system employing cables, and winches in a fixed position.
- >Fire Season: that season of the year when a fire hazard exists as declared by the responsible agency official.
- >Ground-based operations: mobile and stationary equipment operations other than cable yarding systems, including but not limited to tractor/skidder, feller-buncher, forwarder, processor, and shovel operations.
- >Loading sites: a place where any product or material (including, but not limited to logs, firewood, slash, soil, rock, poles, etc.) is placed in or upon a truck or other vehicle. Loading site shall govern the level of haul restriction, unless otherwise prohibited by other than the industrial precaution level system.
- >Tethered logging system: winch-assisted, cable-assisted, traction-assisted, etc., which enable ground-based timber harvesting machines to operate on steep slopes.

### Waivers:

Advance written waiver of the above precautions may be issued by the Contracting Officer or Forest Service Representative for any and all activities. Activities for which waivers may be issued include, but are not limited to:

- >Mechanized loading and hauling.
- >Road maintenance such as sprinkling, graveling, grading and paving.
- >Cable yarding using gravity systems or suspended lines and blocks, or other yarding systems where extra prevention measures will significantly reduce the risk of fire.
- >Power saws at loading sites or in felling and bucking where extra prevention measures will significantly reduce the risk of fire.
- >Maintenance of equipment (other than metal cutting and welding) or improvements such as structures, fences and powerlines.

Purchaser shall submit written waiver, or substitute precautions under HT.2.1, with specific measures to be taken by Purchaser 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. Purchaser shall assure that all conditions of such waivers or substitute precautions are met.

Forest Service will inform Purchaser when changes in restrictions or industrial precautions are indicated.

### KT-HT-.3.1 - ADDITIONAL AREA OF FIRES 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 the Forest Service.

### KT-IT.1.0 - DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTY. (5/05)

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 contract. If such interruption or termination occurs due to litigation, Contractor agrees to accept as full compensation for such interruption remedies pursuant to IT.3.4.

### KT-IT.2.1 - CONTRACT TERM ADJUSTMENT. (07/2016)

"Contract Term Adjustment" (CTA) means adjustment only as provided for in the three circumstances described in this subsection. Under these circumstances, the contract term shall be adjusted in writing to include additional calendar days in one or more normal operating seasons equal to the actual time lost, except as limited by paragraph (2) in this subsection.

To qualify for such adjustment, contractor shall give written notice of the lost time not later than 30 days after the end of the normal operating season in which time was lost and at least 10 days before termination date. Contracting officer shall make prompt written acknowledgment of such notice, indicating concurrence with the number of days in the notice or the number of days the Forest Service considers as qualifying for the adjustment. Lost parts of days shall be disregarded in computing time lost. The three circumstances qualifying for a CTA are:

- (1) Contractor experiences delay in starting operations scheduled under GT.3.1 or interruptions in active operations, either of which stops such operations for 10 or more consecutive days during a normal operating season due to causes beyond the contractor's control, including, but not limited to, acts of God, acts of the public enemy, acts of the Government, labor disputes, fires, insurrections, or floods. Operations subject to these causes include:
- (i) Removal of the included timber from contract area through curtailment in felling and bucking, yarding, skidding, loading, hauling, or road construction; or
  - (ii) Performance of stewardship projects shown in AT.4.4.
- (2) Causes described in paragraph (1) substantially affect the disposition or processing of included timber during the normal operating season through their effects on primary timber processing facilities, with a resulting de-lay of 60 days or more in use of such facilities. In such event, the CTA shall not extend for more than 12 consecutive months.
- (3) (i) Contracting officer requests the contractor, in writing, to delay or interrupt operations during the normal operating season for any purpose other than suspension under ET.4 or JT.3 or—
- (ii) Contractor suffers a delay or interruption of the contractor's operations described in paragraph (1)(i) or
- (ii) because of a fire emergency closure ordered by Forest Service (or another agency on its behalf), and the total of such lost time is 10 or more days during any normal operating season. If the termination date is adjusted, as described in this subsection, and later extended under IT.2.3, the appraisal for the extension shall be made as of the unadjusted termination date, but the date on which the new rates become effective, if higher than current contract rates immediately prior to the termination date, shall be the adjusted termination date.

### KT-IT.2.1.2 - MARKET-RELATED CONTRACT TERM ADDITION. (11/08)

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.6.4 - Debarment and Suspension Certification. (03/18)

Pursuant to 2 CFR 180 and 2 CFR 417, Contractor shall certify and obtain certifications from its Subcontractors regarding debarment, suspension, ineligibility, and voluntary exclusion, including additional Subcontractors obtained after award of this contract. "Subcontractors" are participants in lower tier covered transactions. Contractor may rely upon a certification of a prospective Subcontractor that it is not proposed for debarment under 48 CFR 9.4, debarred, suspended, ineligible, or voluntarily excluded from participating in covered transactions or contracts, unless Contractor knows that the certification is erroneous.

Contractor shall keep the certifications of its Subcontractors on file until contract Termination Date and any extensions thereof, and will provide a copy at the written request of Contracting Officer. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Subsection. The knowledge and information of Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If Contractor knowingly enters into a contract transaction with a person who is proposed for debarment under 48 CFR 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in covered transactions or contracts, in addition to other remedies available to the Government, Forest Service may pursue available remedies, including suspension and/or debarment.

Contracting Officer shall provide a copy of Forms AD-1047 Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions and AD-1048 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions to the Contractor.

Contractor shall complete form AD-1047 and provide to the Contracting Officer upon request.

Contractor shall require each subcontractor to complete form AD-1048 and provide to the Contracting Officer upon request.

### KT-IT.6.8# - USE OF TIMBER. (9/04)

- (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.

Exhibit #1 and #1.1



United States Department of Agriculture Forest Service - Region Six Wallowa-Whitman National Forest Eagle Cap Ranger District



Drawings for LOSTINE STEWARDSHIP

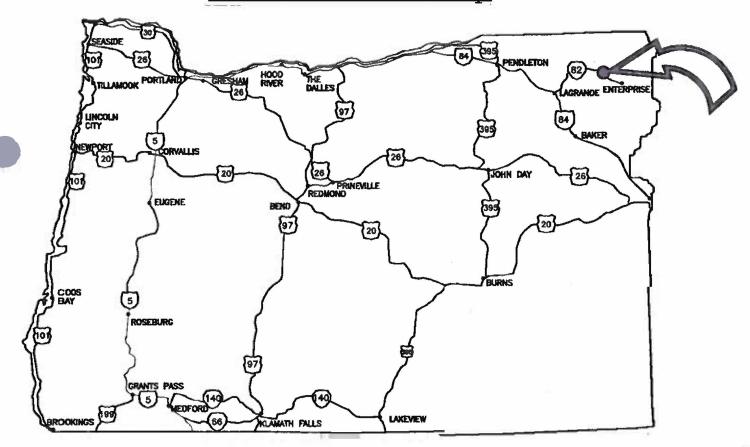
SHEET LIST TABLE

TITLE SHEET

VICINITY MAP

BRIDGE DECK & CURB REPLACEMENT

# Area Location Map



KEY MAP OF OREGON SHOWING LOCATION OF PROJECT

ROAD # LENGTH (MI.) RECONST./CONST.

8210 0.005 RECONSTRUCTION

RECONSTRUCTION LISTING

APPROVED BY

CERTIFIED TECHNICALLY ADEQUATE

DAVID PLUMMER, FOREST ENGINEER

TITLE SHEET

Scale NTS

1 OF 3

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE

WALLOWA-WHITMAN NATIONAL FOREST EAGLE CAP DISTRICT

LOSTINE STEWARDSHIP

R-6 PACIFIC NORTHWEST REGION

WALLOWA COUNTY

VICINITY MAP



PACIFIC NORTHWEST REGION

V.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE

R-6

Eagle Cap Ranger District WALLOWA-WHITMAN NATIONAL FOREST

T. ARMON
T. ARMON
D. TAYLOR
J. CARNAHAN

FSR 8210 MP 4.90 LOSTINE STEWARDSHIP

T. 3 S. T. 4 S. T. 2 S. R. 42 E. Streams
District Boundary Legend 1.80,000 0.5 Lake Creek Bridge Replace Deck and Curbs FSR 8210 MP 4.90 Walla Walla Forest Campground Williamson Campground Iron Dyke Forest Campground R. 43 E. Campground R. 43 E. Arrow Forest Campground Bowman Creek 0128 Foeline: 7 Miles 0128 Lostine Comidor Campground Lostine River Shady Campground **Turkey Flat Forest Camp** R. 44 E. R. 44 E. T. 4 S. T. 3 S. T. 2 S.

Sheet Title
VICINITY MAP

Sheet Number 2 OF 3

NTS

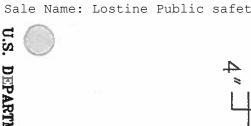
Plan View

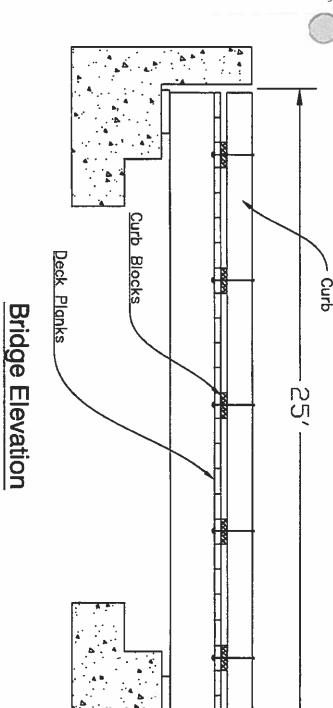
Side Views

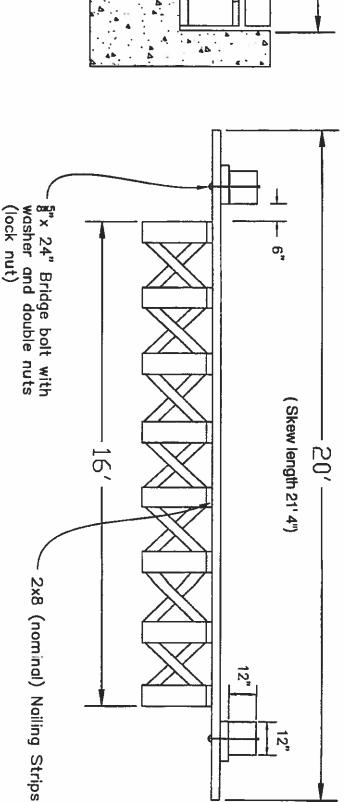
Deck Plank Detail

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE PACIFIC NORTHWEST REGION **₹**-6

5







# Not Shown in Skew (20.55°)

Bridge

Cross Section

2

10" galvanized spikes 3" in diameter, driven into pre-drilled holes that are 1" smaller than the spike diameter. Place planks snugly against each other and center the lengths across the width of the bridge. Drive 2 spikes through each plank at the center of every stringer. Place spikes no closer than 2 inches to any edge of plank. Fabricate new curb blocks using 4" x 10" rectangular steel tubing with a 16" minimum wall thickness. Provide 1" diameter drilled drain openings at the center of the and dispose off site. loose material. Do n Remove existing curbs, curb blocks, deck planks, and nailing strips including fasteners and dispose off site. Clean and sweep stringers to remove wood chips, soil or other Install new 2"x8" all materials and incidental items. Install new 4"x12" 30—lb. roofing felt over each nailing strip. Do not allow material to fall (nominal) No. (nominal) No. 1 Douglas fi 1 Douglas fir Place deck planks heart side up and fasten with into creek. r deck planks 21'4" in length. Furnish nailing strips with a 10" wide strip of

Çī through curb, curb blocks, and deck with washer and lock nuts on bottom using pre-drilled holes. install new 12"x12" bottom of each side of the block. (actual) exterior grade glued laminated curbs 25' in length. Bolt

# Curb Block Replacement Details

WALLOWA-WHITMAN NATIONAL FOREST Eagle Cap Ranger District

> D. TAYLOR J. CARNAHAN T. ARMON T. ARMON

FSR 8210 MP 4.90 LOSTINE STEWARDSHIP

> PRU THINK Bridge Decking

Sheet Number 3 OF Ŋ

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## Preface

Preface\_wo\_11\_08\_2018

### Delete all but the first paragraph and add the following:

The Forest Service, US Department of Agriculture has adopted FP-14 for construction of National Forest System Roads.

### 101 - Terms, Format, and Definitions

101.01 National 11 8 2018

### Add the following paragraph to Subsection 101.01:

### 101.01 Meaning of Terms.

Delete all references to the TAR (Transportation Acquisition Regulations) in the specifications.

101.01\_National\_11\_8\_2018

### Add the following paragraph to Subsection 101.01:

### 101.01 Meaning of Terms.

Delete all references to the FAR (Federal Acquisition Regulations) in the specifications when incorporating into 2400-6(T) Timber Sale or 2400-13(T) Stewardship contracts.

101.03\_National\_11\_8\_2018

### Add the following to Subsection 101.03:

### 101.03 Abbreviations.

### (a) Acronyms.

AGAR — Agriculture Acquisition Regulations

AFPA — American Forest and Paper Association

FSAR — Forest Service Acquisition Regulations

MSHA — Mine Safety and Health Administration

NESC — National Electrical Safety Code

WCLIB — West Coast Lumber Inspection Bureau

### (f) Miscellaneous unit abbreviations.

MP	_	milepost	location
ppm	_	parts per million	volume
STA		station	location

101.04\_National\_11\_8\_2018

### Make the following changes to Subsection 101.04:

### 101.04 Definitions.

### Delete these definitions and replace the following:

**Bid Schedule** — The Schedule of Items.

**Bridge** — A structure, including supports, erected over a depression or an obstruction such as water along a road, a trail, or a railway and having a deck for carrying traffic or other loads.

**Contractor** — The individual or legal entity contracting with the Government for performance of prescribed work. In a timber sale contract, the contractor is the "Purchaser".

**Culvert** — Any structure with a bottom, regardless of fill depth, depth of invert burial, or presence of horizontal driving surface, or any bottomless (natural channel) structure with footings that will not have wheel loads in direct contact with the top of the structure.

**Drawings** — (Public Works Contracts) Design sheets or fabrication, erection, or construction details submitted to the CO by the Contractor according to FAR Clause 52.236-21 Specifications and Drawings for Construction. Also refers to submissions and submittals.

**Notice to Proceed** — (Public Works Contracts) Written notice to the Contractor to begin the contract work.

**Right-of-Way** — A general term denoting (1) the privilege to pass over land in some particular line (including easement, lease, permit, or license to occupy, use, or traverse public or private lands), or (2) Real property necessary for the project, including roadway, buffer areas, access, and drainage areas.

**Solicitation**—(Public Works Contracts) The complete assembly of documents (whether attached or incorporated by reference) furnished to prospective bidders.

### Add the following definitions:

**Adjustment in Contract Price** — "Equitable adjustment," as used in the Federal Acquisition Regulations, or "construction cost adjustment," as used in the Timber Sale Contract, as applicable.

**Change** — "Change" means "change order" as used in the Federal Acquisition Regulations, or "design change" as used in the Timber Sale Contract.

**Forest Service** — The United States of America, acting through the Forest Service, U.S. Department of Agriculture.

**Neat Line** — A line defining the proposed or specified limits of an excavation or structure.

**Pioneer Road** — Temporary construction access built along the route of the project.

**Purchaser** — The individual, partnership, joint venture, or corporation contracting with the Government under the terms of a Timber Sale Contract and acting independently or through agents, employees, or subcontractors.

**Protected Streamcourse** — A drainage shown on the plans or timber sale area map that requires designated mitigation measures.

**Road Order** — An order affecting and controlling traffic on roads under Forest Service jurisdiction. Road Orders are issued by a designated Forest Officer under the authorities of 36 CFR, part 260.

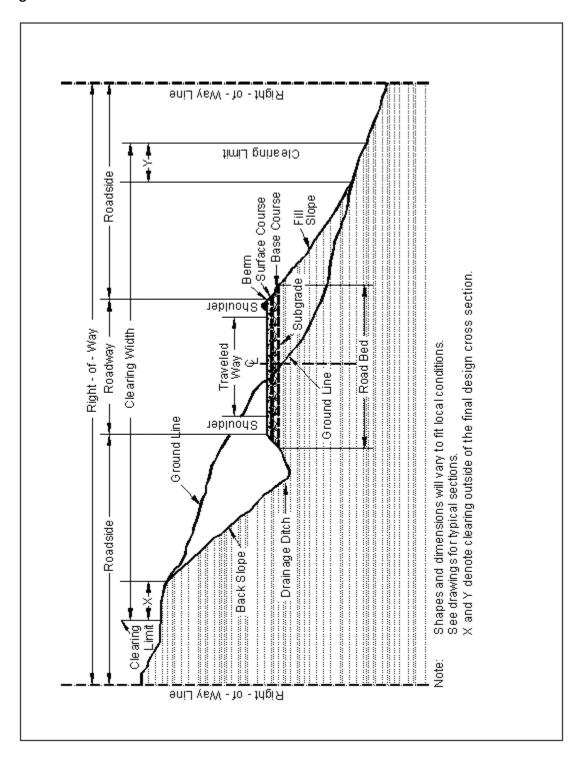
**Shop Drawings** — (Timber and Stewardship Contracts) Referred to as "Drawings" in FP-14, include drawings, diagrams, layouts, schematics, descriptive literature, illustrations, lists or tables, performance and test data, and similar materials furnished by Purchaser to explain in detail specific portions of the work required by the contract.

### Utilization Standards —

The minimum size and percent soundness of trees described in Public Works contract specifications or Timber Sale and IRTC contract provisions to determine merchantable timber.

### Add Figure 101-1—Illustration of road structure terms:

Figure 101-1—Illustration of road structure terms.



# 102 - Bid, Award, and Execution of Contract

102.00\_National\_11\_8\_2018

### Delete Section 102 in its entirety.

Delete Section 102.

# 103 - Scope of Work

103.00\_National\_11\_8\_2018

# Delete all of Section 103 except Subsection 103.01 Intent of Contract.

Delete Subsections 103.02, 103.03, 103.04, 103.05.

### 104 - Control of Work

104.00\_National\_11\_8\_2018

### Delete Subsections 104.01, 104.02, and 104.04.

Delete Subsections 104.01, 104.02, 104.04.

104.03\_National\_11\_8\_2018

### Delete Subsection 104.03 and replace with the following:

104.03 Specifications and Drawings.

Refer to B(T) 5.211 in the 2400-6(T)) or F(T).2.1.1 in the 2400-13(T) contracts for requirements under this subsection.

104.06\_National\_11\_8\_2018

### Add the following to Subsection 104.06:

### 104.06 Use of Roads by Contractor.

The Contractor is authorized to use roads under the jurisdiction of the Forest Service for all activities necessary to complete this contract, subject to the limitations and authorizations designated in the Road Order(s) or described in the contract, when such use will not damage the roads or national forest resources, and when traffic can be accommodated safely.

# 106 - Acceptance of Work

106.01 National 11 8 2018

### Delete Subsection 106.01 and replace with the following:

### 106.01 Conformity with Contract Requirements.

Follow the requirements of FAR Clause 52.246-12 Inspection of Construction.

References to standard test methods of AASHTO, ASTM, GSA, and other recognized standard authorities refer to the methods in effect on the date of solicitation for bids.

Perform all work to the lines, grades, cross-sections, dimensions, and processes or material requirements shown on the plans or specified in the contract.

Incorporate manufactured materials into the work according to the manufacturer's recommendations or to these specifications, whichever is more strict.

Plan dimensions and contract specification values are the values to be strived for and complied with as the design values from which any deviations are allowed. Perform work and provide material that is uniform in character and reasonably close to the prescribed value or within the specified tolerance range. The purpose of a tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons.

When standard manufactured items are specified (such as fence, wire, plates, rolled shapes, pipe conduits, etc., that are identified by gauge, unit mass, section dimensions, etc.), the identification will be considered to be nominal masses or dimensions. Unless specific contract tolerances are noted, established manufacturing tolerances will be accepted.

The Government may inspect, sample, or test all work at any time before final acceptance of the project. When the Government tests work, copies of test reports are furnished to the Contractor upon request. Government tests may or may not be performed at the work site. If Contractor testing and inspection is verified by the Government, the Contractor's results may be used by the Government to evaluate work for acceptance. Do not rely on the availability of Government test results for process control.

Acceptable work conforming to the contract will be paid for at the contract unit bid price. Four methods of determining conformity and accepting work are described in Subsections 106.02 to 106.05 inclusive. The primary method of acceptance is specified in each Section of work. However, work may be rejected at any time it is found by any of the methods not to comply with the contract.

Remove, repair, or replace work that does not conform to the contract, or to prevailing industry standards where no specific contract requirements are noted. Removing, repairing, or replacing work; providing temporary traffic control; and any other related work to accomplish conformity will be at no cost to the Government.

(a) Disputing Government test results. If the accuracy of Government test results is disputed, promptly inform the CO. If the dispute is unresolved after reasonable steps are taken to resolve the dispute, further evaluation may be obtained by written request. Include a narrative describing the dispute and a proposed resolution protocol that addresses the following:

- 1. Sampling method;
- 2. Number of samples;
- 3. Sample transport;
- 4. Test procedures;
- 5. Testing laboratories;
- 6. Reporting;
- 7. Estimated time and costs; and
- 8. Validation process.

If the evaluation requires additional sampling or testing be performed, mutually agree with the Government on witnessing procedures and on sampling and testing by a third party laboratory. Use a third party laboratory accredited by the AASHTO accreditation program. Provide proof of the laboratory's accreditation for the test procedures to be used. Do not use the same laboratory that produced the disputed Government test results or that produced the test results used as a basis for the dispute.

The CO will review the proposed resolution protocol and may modify it before final approval and execution.

The Government will use the approved resolution protocol test results to determine the validity of the disputed testing. If the Government test results are validated, the Contractor will be responsible for all costs associated with developing and performing the resolution protocol. If the Government test results are not validated, the Government will be responsible for all costs associated with developing and performing the resolution protocol. If the validity of the Government test results cannot be determined, the Contractor and Government will equally share all costs associated with developing and carrying out the resolution protocol.

- **(b)** Alternatives to removing and replacing non-conforming work. As an alternative to removal and replacement, the Contractor may submit a written request to:
  - 1. Have the work accepted at a reduced price; or
  - 2. Be given permission to perform corrective measures to bring the work into conformity.

The request must contain supporting rationale and documentation. Include references or data justifying the proposal based on an evaluation of test results, effect on service life, value of material or work, quality, aesthetics, and other tangible engineering basis. The CO will determine disposition of the nonconforming work.

106.02\_National\_11\_8\_2018

### 106.02 Visual Inspection.

Acceptance is based on visual inspection of the work for compliance with the specific contract requirements. Use prevailing industry standards in the absence of specific contract requirements or tolerances.

106.07\_National\_11\_8\_2018

### Delete Subsection 106.07.

106.07 Partial and Final Acceptance.

# 107 - Legal Relations and Responsibility to the Public

107.05\_National\_11\_8\_2018

### **Delete Subsection 107.05.**

Delete Subsection 107.05.

 $107.08\_National\_11\_8\_2018$ 

### Delete Subsection 107.08 and replace with the following:

107.08 Sanitation, Health, and Safety.

Refer to specific provisions under B(T) 6.0 in the 2400-6(T) or G(T).0 in the 2400-13(T) contracts for requirements under this subsection.

# 108 - Prosecution and Progress

 $108.00\_National\_11\_8\_2018$ 

# Delete Section 108 in its entirety.

Delete Section 108.

# 109 - Measurement and Payment

109.00\_National\_11\_8\_2018

### Delete Subsections 109.06, 109.07, 109.08, and 109.09:

Delete Subsections 109.06, 109.07, 109.08, 109.09.

109.02\_National\_11\_8\_2018

### Add the following sentence to Subsection 109.02(b):

109.02 Measurement Terms and Definitions.

### (b) Contract quantity.

Contract quantities will be adjusted only when there are errors in the original design of 15% or more.

# 153 - Contractor Quality Control

153.02 National 11 8 2018

### Delete Subsection 153.02 and replace with the following:

### 153.02 Qualifications.

Submit the following for approval with the quality control plan:

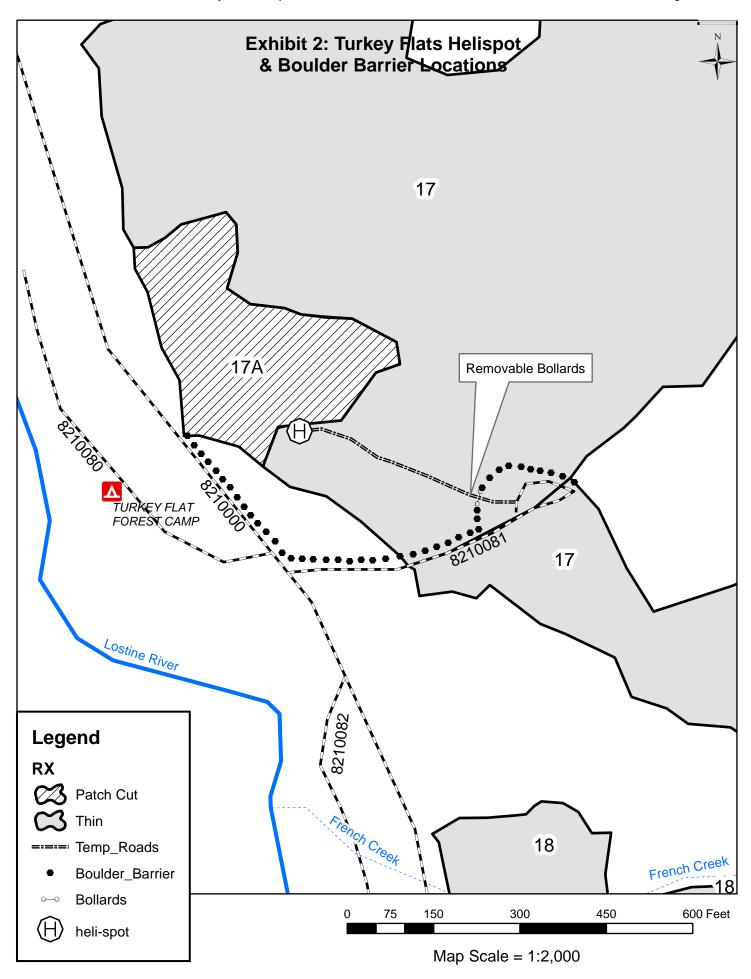
- (a) Quality control manager (QCM). Furnish a QCM who has at least 2 years' experience in construction, inspector, quality control and material testing on construction projects of similar type and scope.
- **(b) Testers.** Provide testers with at least one year experience in the type of sampling and testing required, and with one of the following for the type of sampling and testing performed:
  - (1) NICET Level II certification in highway material or equivalent state or industry certification;
  - (2) Certification by a regional certification program (such as Western Alliance for Quality Transportation Construction (WAQTC), Northeast Transportation Technician Certification Program (NETTCP), Southeast Task Force for Technician Training and Qualification (STFTTQ), or Multi Regional Training and Certification (M-TRAC)); or
  - (3) At least one year employment by an AASHTO accredited laboratory performing equivalent sampling and testing.

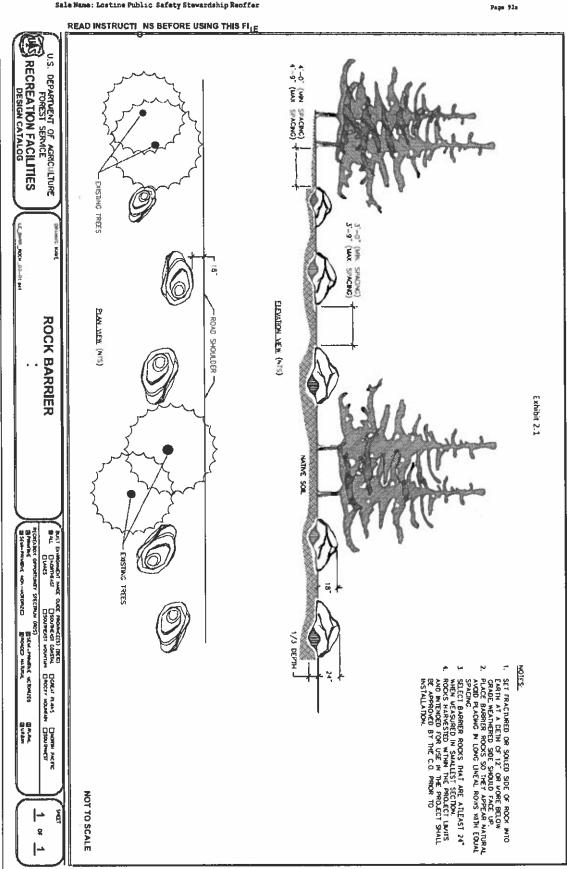
# 155 - Schedules for Construction Contracts

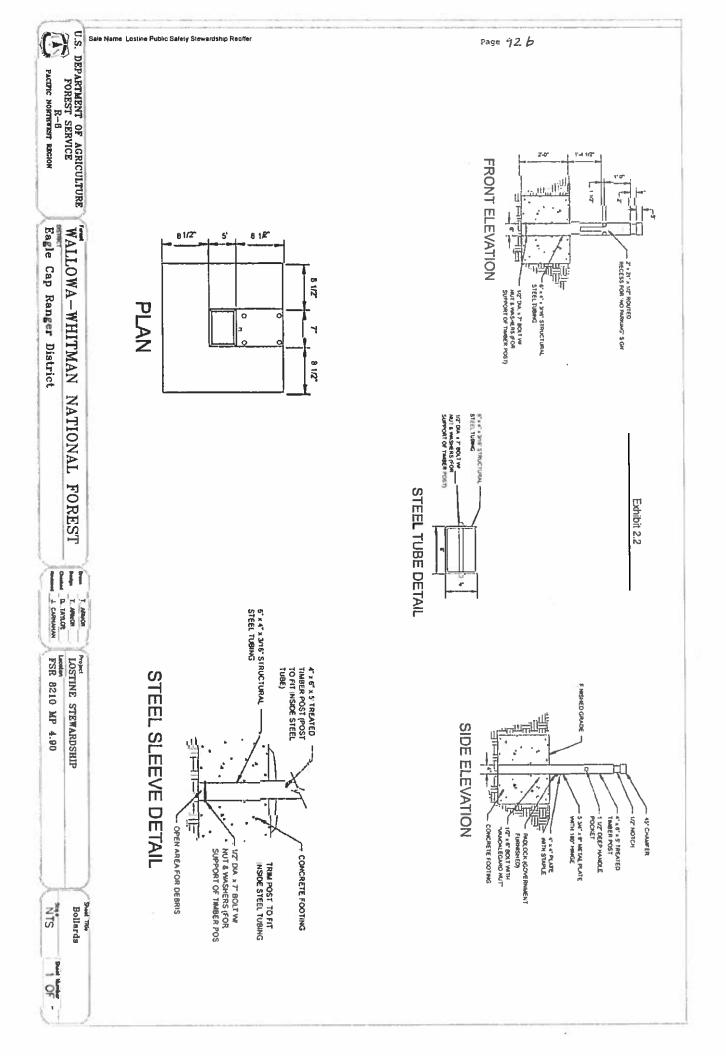
155.00\_National\_11\_8\_2018

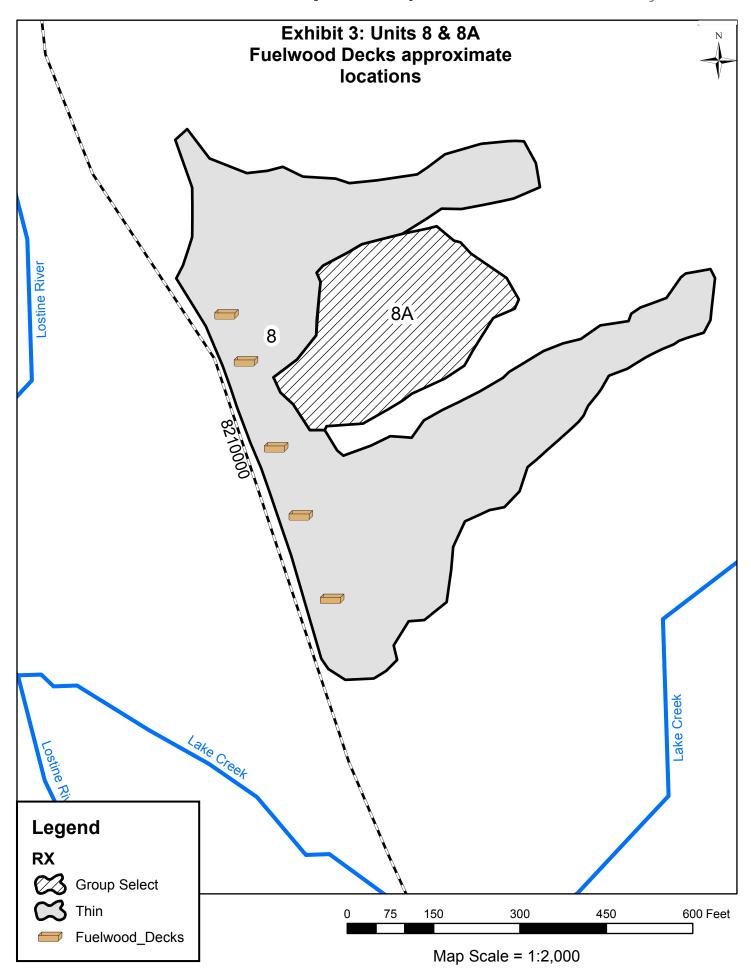
# Delete Section 155 in its entirety.

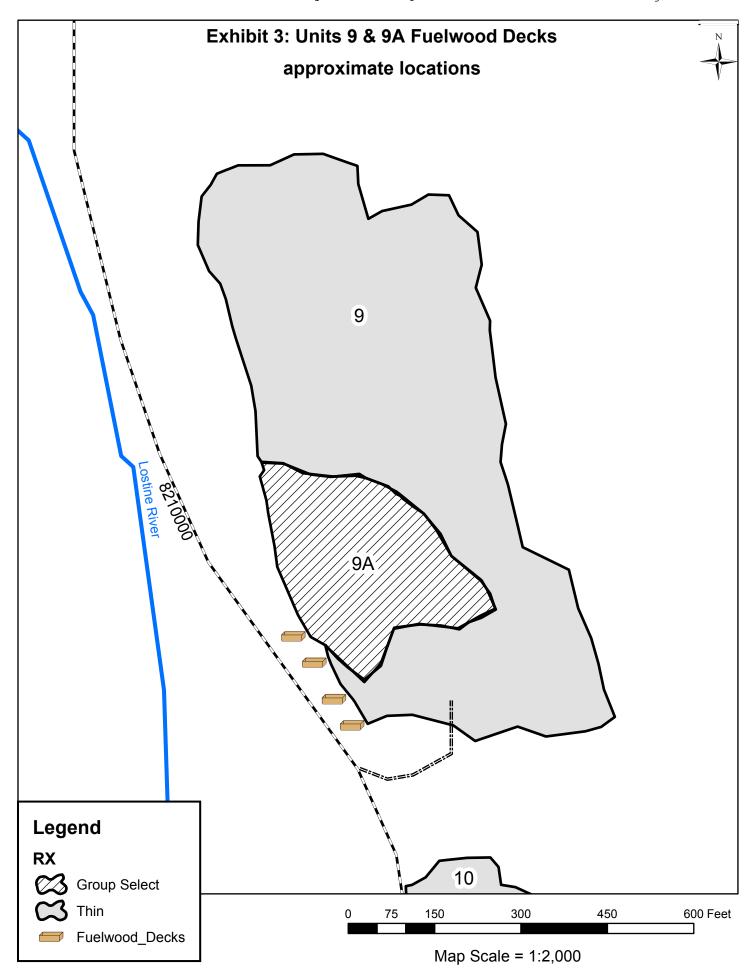
Delete Section 155.

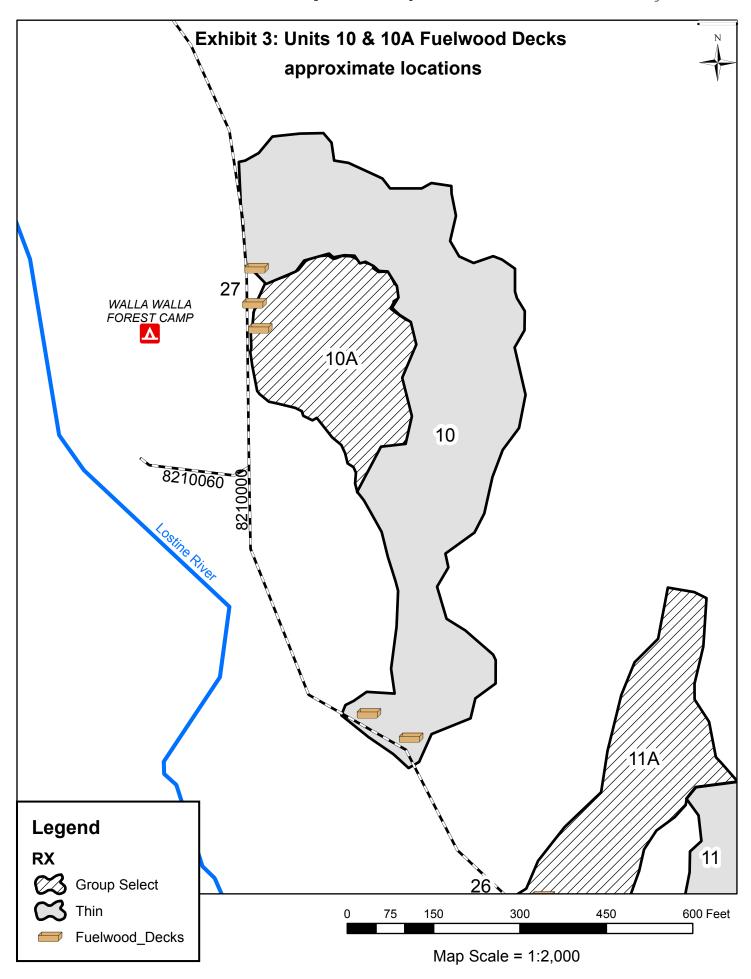


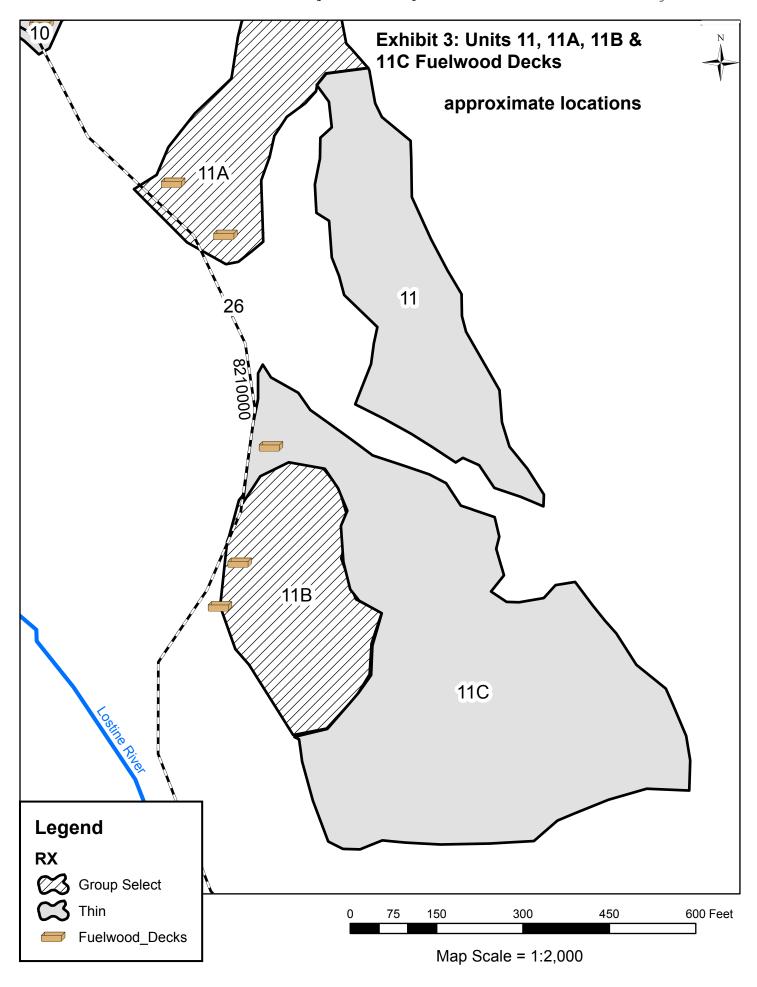


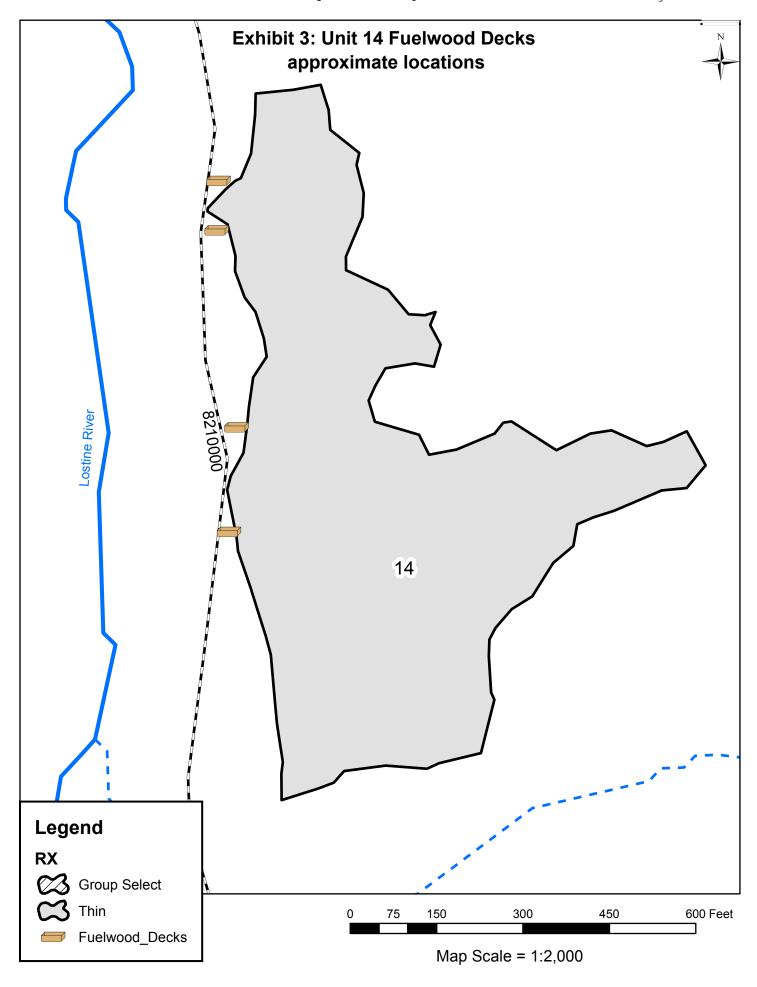


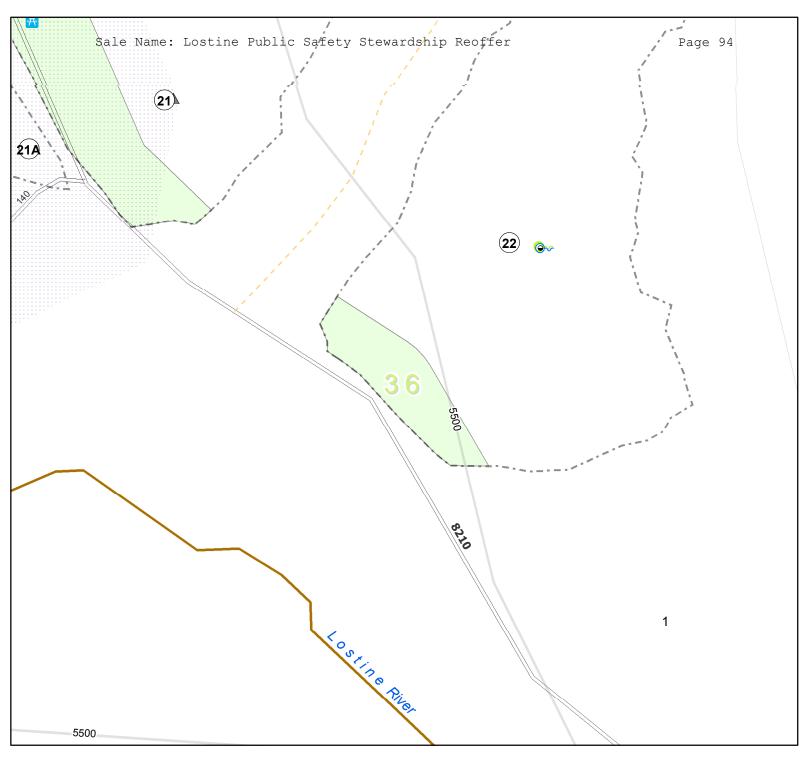












- ▲ Special Management Area (SMA), GT.2.4
- Spring; G.6.2 Wetlands Protection.
- Picnic Table

Protect Streamcourse; G.5

Category 1

--- Category 4

Manditory Stewardship Item: Project Number 9

Payment Unit; BT.1

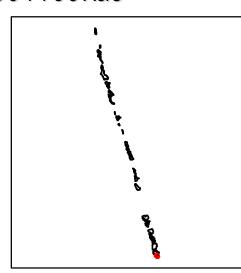
ATA (Areas to Avoid) Noxious Weeds; GT.3.5

# Exhibit #4

Page Number 1

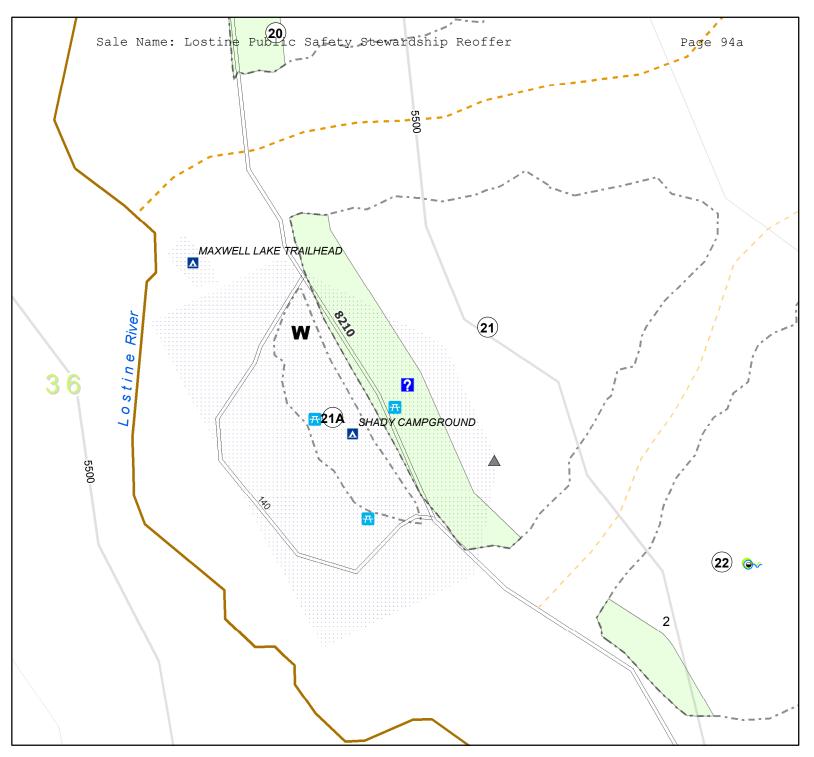
**Unit 022** 

# 0.504169 Acre





1 inch equals 0.03 miles





Winter conditions Required; KT-GT.3.1.5#

▲ Special Management Area (SMA), GT.2.4

Spring; G.6.2 Wetlands Protection.

Information Station

Picnic Table

Protect Streamcourse; G.5

Category 1

- - Category 2

- Category 4

Manditory Stewardship Item: Project Number 9

Payment Unit; BT.1

ATA (Areas to Avoid) Noxious Weeds; GT.3.5  $\,$ 

# Exhibit #4

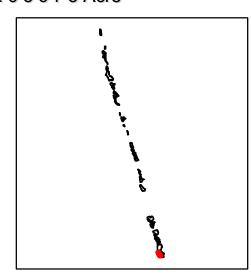
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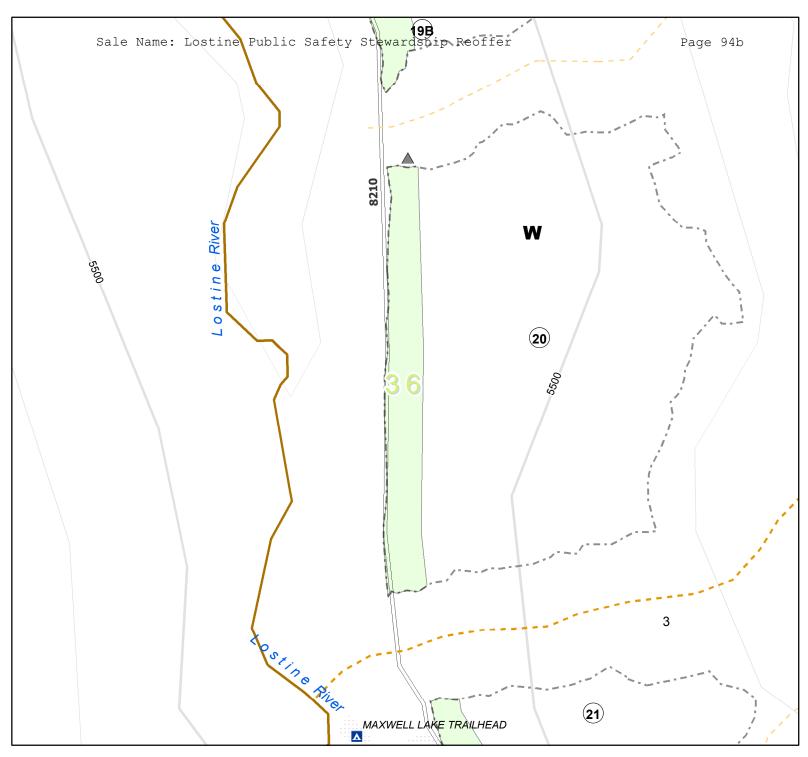
**Unit 021** 



1 inch equals 0.04 miles

# 1.95673 Acre





W Winter conditions Required; KT-GT.3.1.5#

▲ Special Management Area (SMA), GT.2.4

Protect Streamcourse; G.5

Category 1

--- Category 2

--- Category 4

Manditory Stewardship Item: Project Number 9

Payment Unit; BT.1

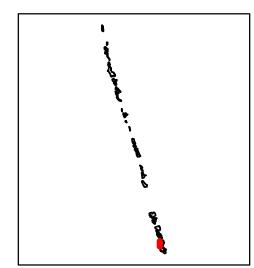
ATA (Areas to Avoid) Noxious Weeds; GT.3.5

# Exhibit #4

Page Number 3

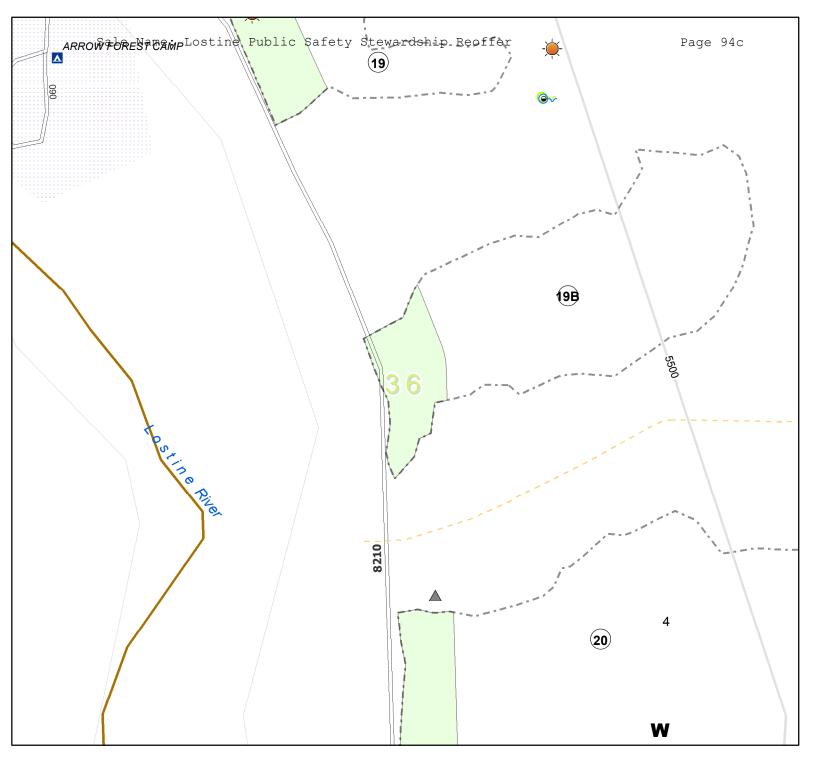
**Unit 020** 

# 2.648023 Acre





1 inch equals 0.05 miles



W Winter conditions Required; KT-GT.3.1.5#

▲ Special Management Area (SMA), GT.2.4

Seep; G.6.2 Wetlands Protection.

Spring; G.6.2 Wetlands Protection.

Protect Streamcourse; G.5

Category 1

Category 4

Manditory Stewardship Item: Project Number 9

Payment Unit; BT.1

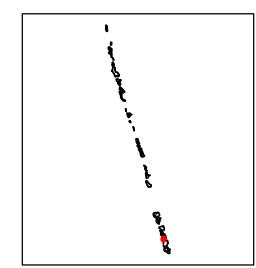
ATA (Areas to Avoid) Noxious Weeds; GT.3.5

# Exhibit #4

Page Number 4

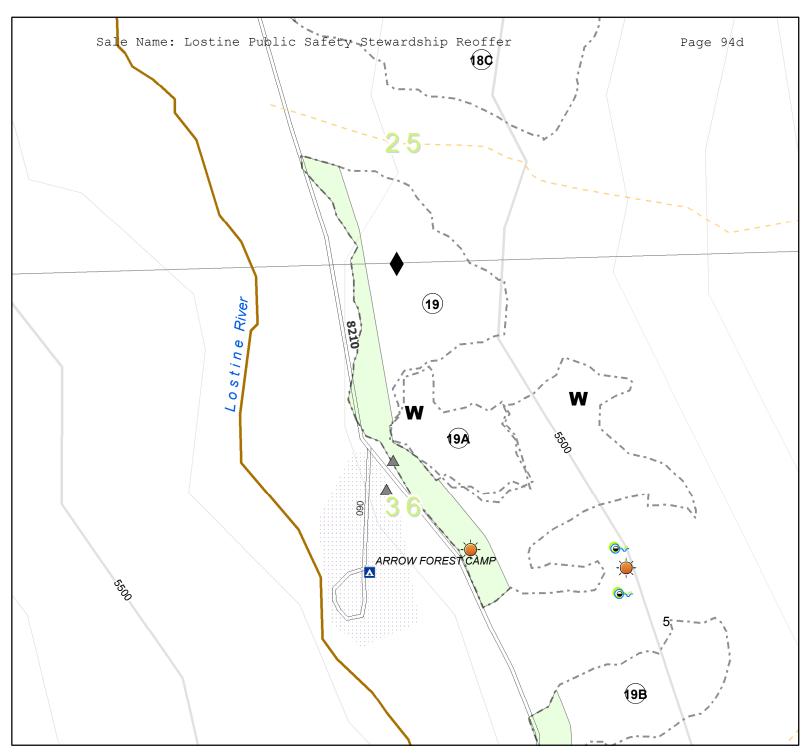
**Unit 019B** 

### 0.454449 Acre





1 inch equals 0.03 miles



Winter conditions Required; KT-GT.3.1.5#

▲ Special Management Area (SMA), GT.2.4

Protect Known Survey Marker; G.2.3

Seep; G.6.2 Wetlands Protection.

Spring; G.6.2 Wetlands Protection.

Protect Streamcourse; G.5

Category 1

Category 4

Manditory Stewardship Item: Project Number 9

Payment Unit; BT.1

ATA (Areas to Avoid) Noxious Weeds; GT.3.5

# Exhibit #4

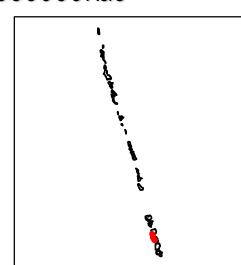
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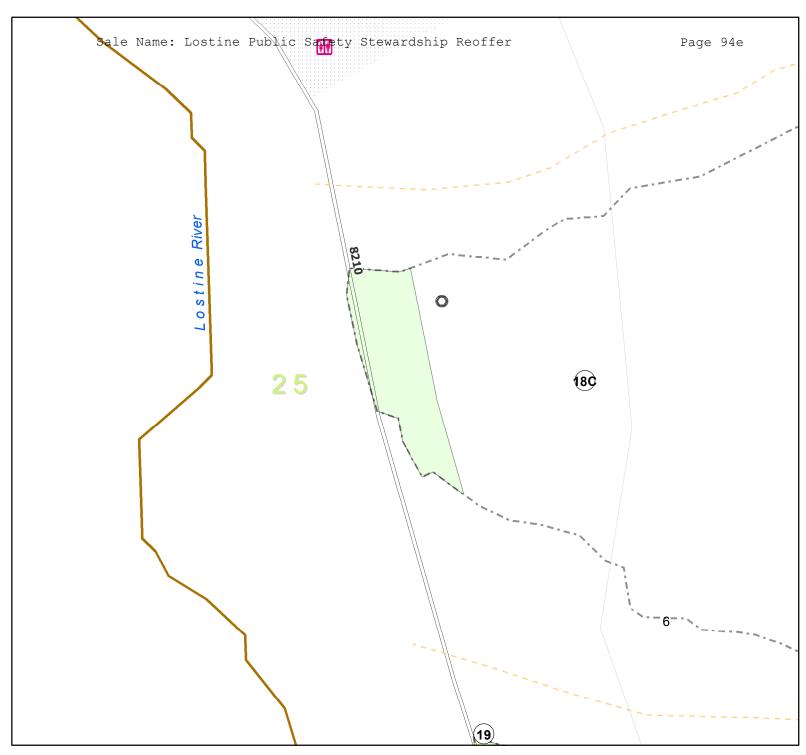
**Unit 019** 

# $\wedge$

1 inch equals 0.05 miles

# 2.383953 Acre





Special Management Area (SMA), GT.2.4

Out House; Outhouse/Tent Pad

Protect Streamcourse; G.5

Category 1

Category 4

Manditory Stewardship Item: Project Number 9

Payment Unit; BT.1

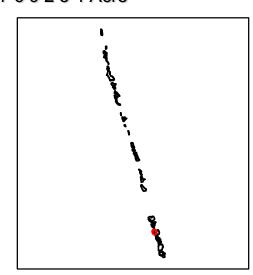
ATA (Areas to Avoid) Noxious Weeds; GT.3.5

# Exhibit #4

Page Number 6

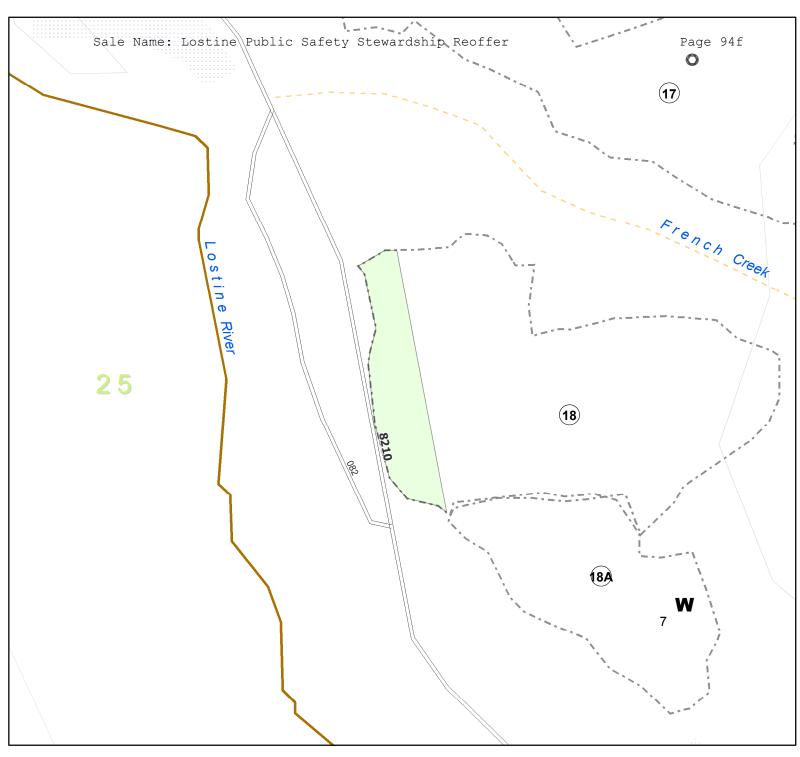
**Unit 018C** 

# 0.769254 Acre





1 inch equals 0.03 miles



- Winter conditions Required; KT-GT.3.1.5#
- Special Management Area (SMA), GT.2.4

Protect Streamcourse; G.5

Category 1

Category 4

Manditory Stewardship Item: Project Number 9

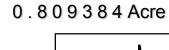
Payment Unit; BT.1

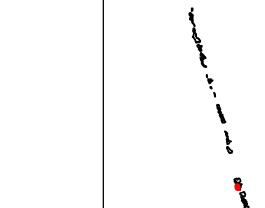
ATA (Areas to Avoid) Noxious Weeds; GT.3.5

# Exhibit #4

Page Number 7

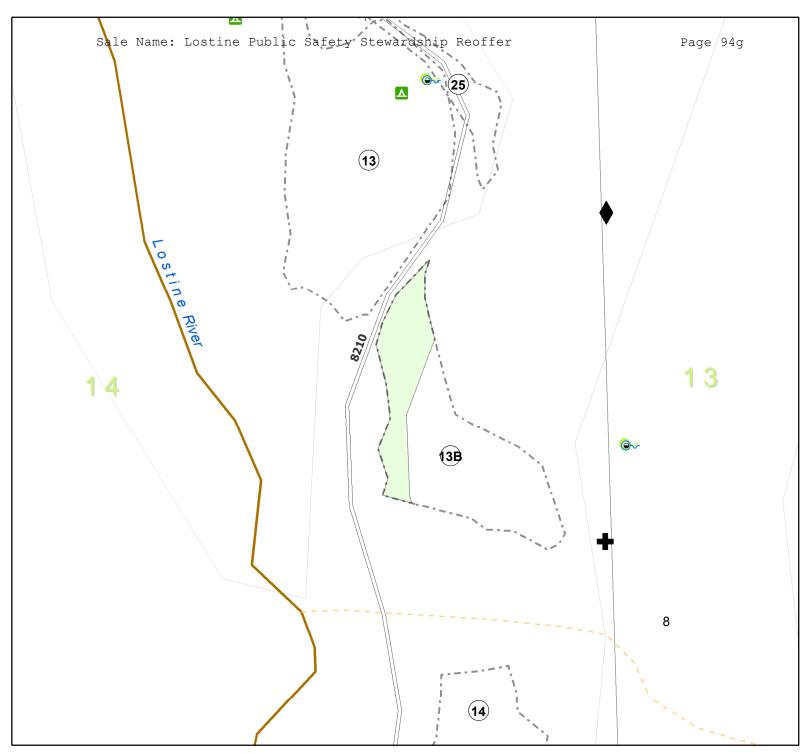
**Unit 018** 







1 inch equals 0.03 miles





Protect

Protect Known Survey Marker; G.2.3

Seep; G.6.2 Wetlands Protection.

Spring; G.6.2 Wetlands Protection.

Dispersed Camp Site

Protect Streamcourse; G.5

Category 1

Category 4

Manditory Stewardship Item: Project Number 9

Payment Unit; BT.1

ATA (Areas to Avoid) Noxious Weeds; GT.3.5

# Exhibit #4

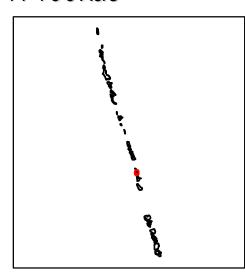
Page Number 8

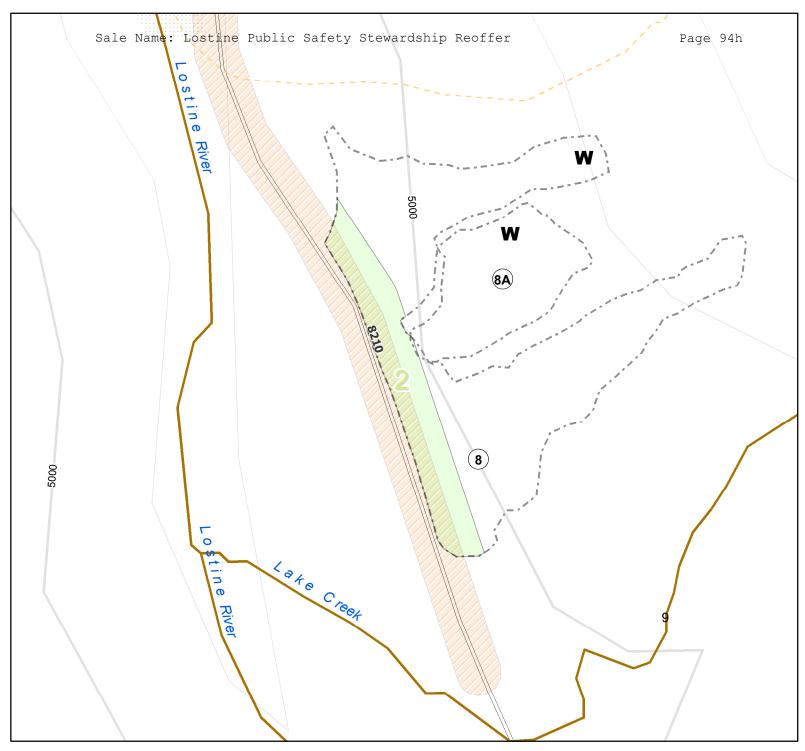
Unit 013B



1 inch equals 0.03 miles

# 0.47466 Acre





W Winter conditions Required; KT-GT.3.1.5# Protect Streamcourse; G.5

Onto manual

Category 1

Category 4

Manditory Stewardship Item: Project Number 9

Payment Unit; BT.1

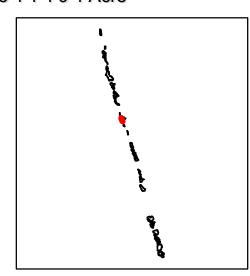
ATA (Areas to Avoid) Noxious Weeds; GT.3.5

# Exhibit #4

Page Number 9

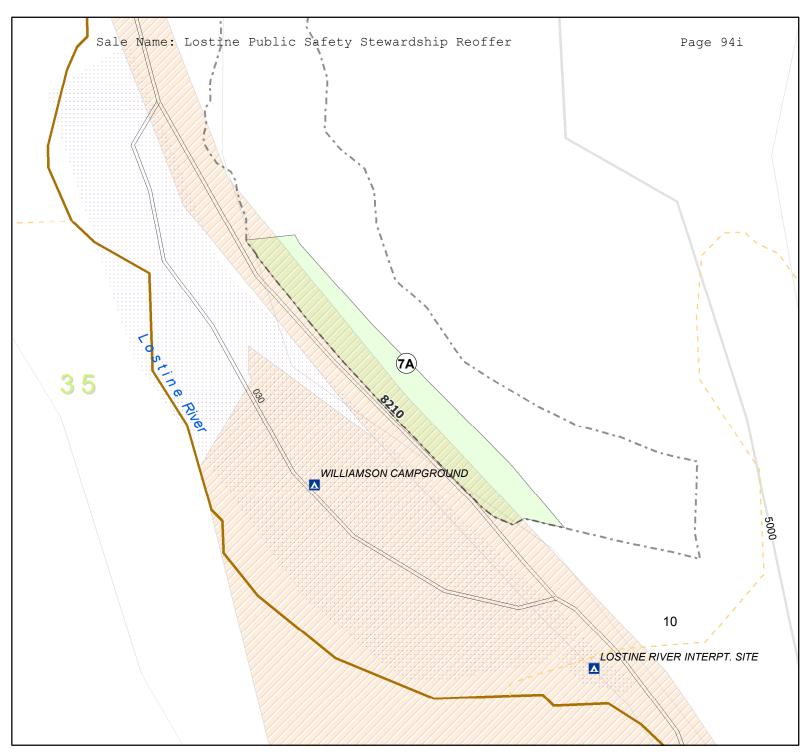
**Unit 008** 

# 1.541494 Acre





1 inch equals 0.04 miles



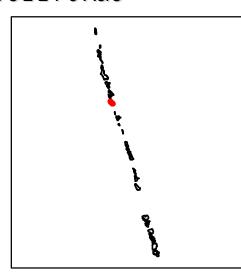
# Protect Streamcourse; G.5 Category 1 Category 4 Manditory Stewardship Item: Project Number 9 Payment Unit; BT.1 ATA (Areas to Avoid) Noxious Weeds; GT.3.5

# Exhibit #4

Page Number 10

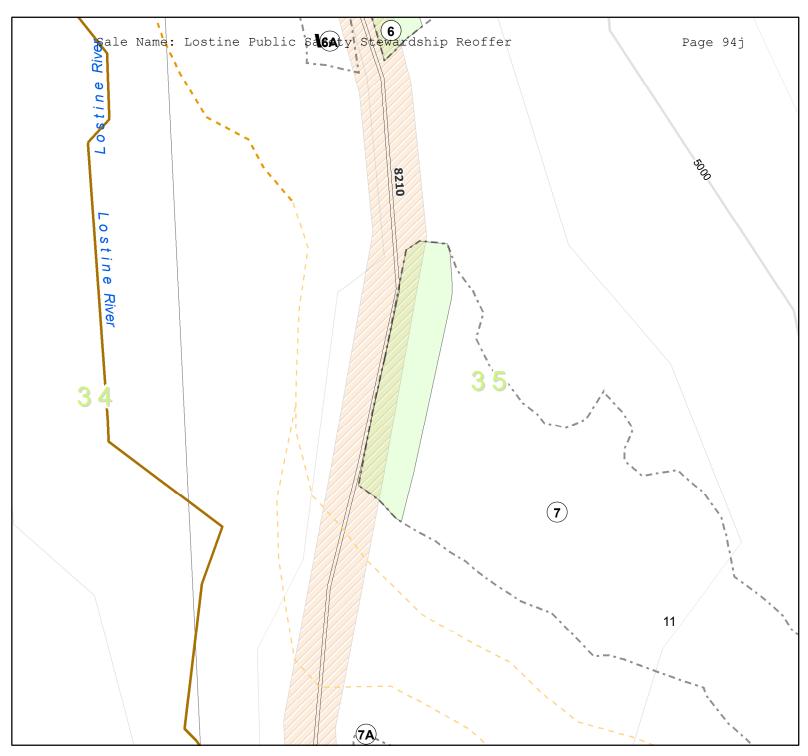
Unit 007A

# 1.482279 Acre





1 inch equals 0.03 miles



W Winter conditions Required; KT-GT.3.1.5#

Protect Streamcourse; G.5

Category 1

--- Category 2

--- Category 4

Manditory Stewardship Item: Project Number 9

Payment Unit; BT.1

ATA (Areas to Avoid) Noxious Weeds; GT.3.5

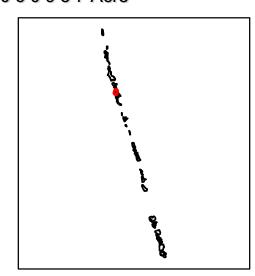
# Exhibit #4

Page Number 11

**Unit 007** 

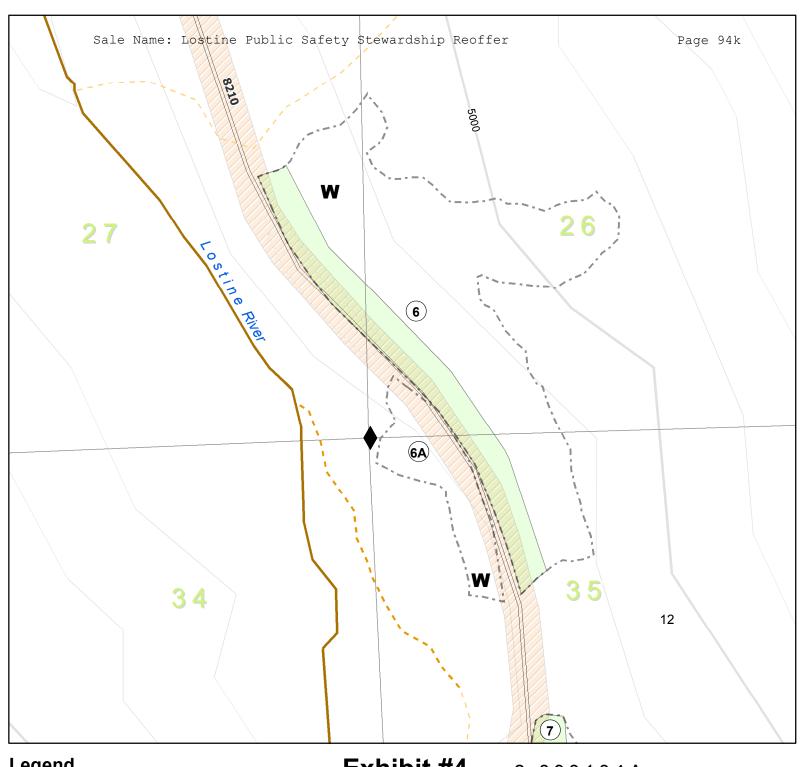
### ,

# 1.060957 Acre





1 inch equals 0.03 miles



Winter conditions Required; KT-GT.3.1.5#

Protect Known Survey Marker; G.2.3 Protect Streamcourse; G.5

Category 1

Category 2

Category 4

Manditory Stewardship Item: Project Number 9

Payment Unit; BT.1

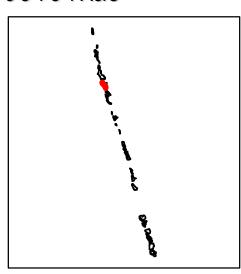
ATA (Areas to Avoid) Noxious Weeds; GT.3.5

# Exhibit #4

Page Number 12

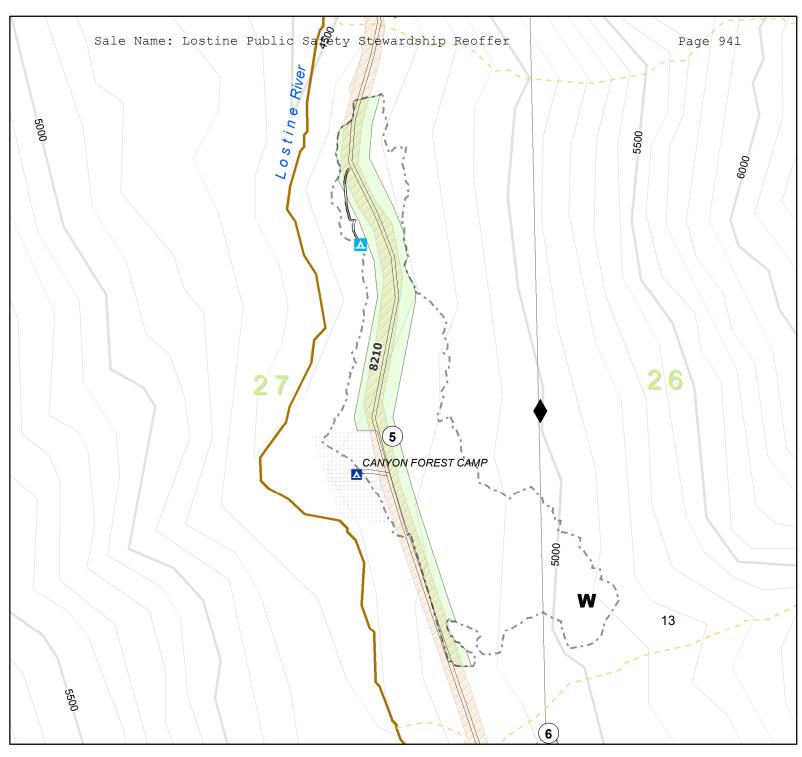
**Unit 006** 

# 2.893134 Acre





1 inch equals 0.05 miles



W Winter conditions Required; KT-GT.3.1.5#

Protect Known Survey Marker; G.2.3

Camp Site

Protect Streamcourse; G.5

—— Category 1

--- Category 4

Manditory Stewardship Item: Project Number 9

Payment Unit; BT.1

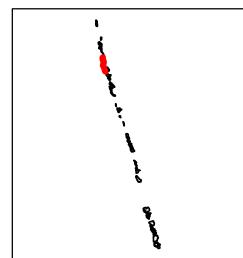
ATA (Areas to Avoid) Noxious Weeds; GT.3.5

# Exhibit #4

Page Number 13

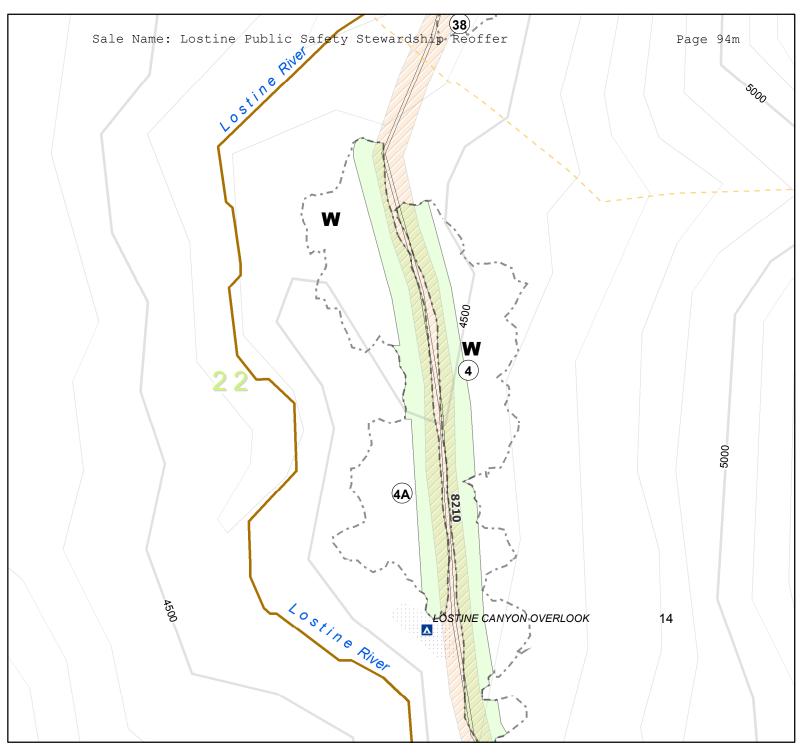
**Unit 005** 

# 10.443272 Acre





1 inch equals 0.1 miles



Winter conditions Required; KT-GT.3.1.5# Protect Streamcourse; G.5

Category 1

Category 4

Manditory Stewardship Item: Project Number 9

Payment Unit; BT.1

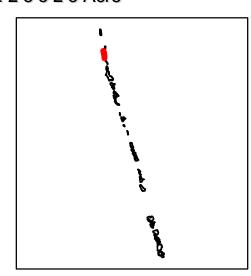
ATA (Areas to Avoid) Noxious Weeds; GT.3.5

# Exhibit #4

Page Number 14

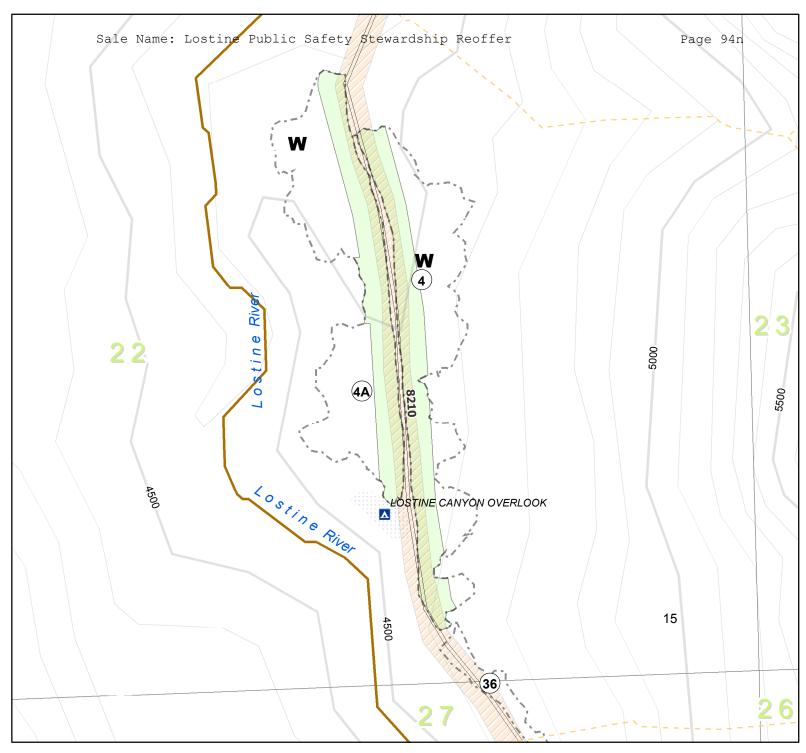
Unit 004A

# 3.28323 Acre





1 inch equals 0.06 miles



W Winter conditions Required; KT-GT.3.1.5#

Protect Streamcourse; G.5

Category 1

Category 4

Manditory Stewardship Item: Project Number 9

Payment Unit; BT.1

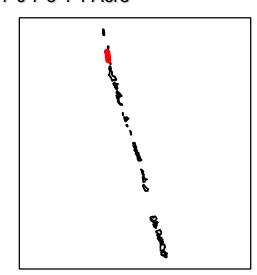
ATA (Areas to Avoid) Noxious Weeds; GT.3.5

# Exhibit #4

Page Number 15

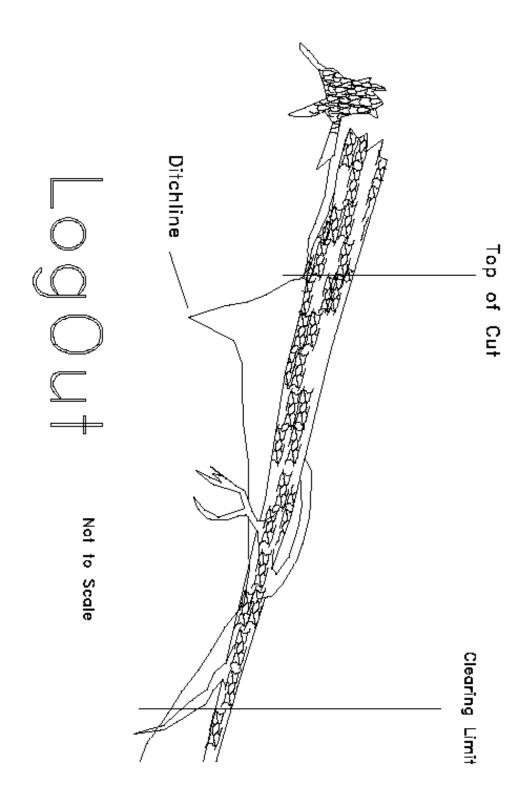
# **Unit 004**

# 3.707344 Acre

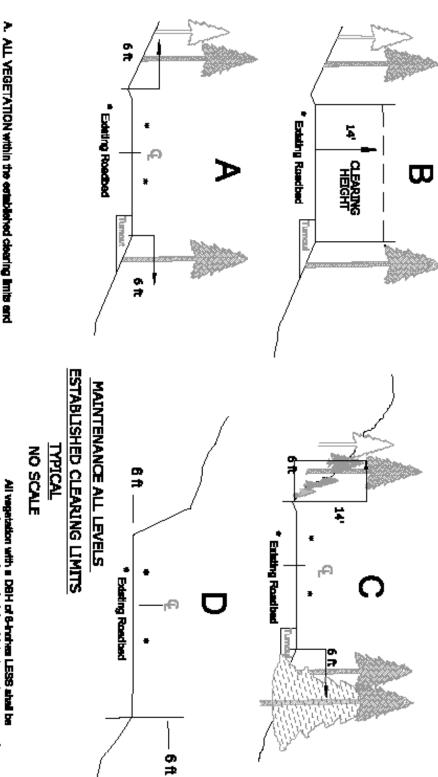




1 inch equals 0.07 miles



6-feet (horizontally) from the bottom of the distributor large point



p ဂ Branches on remaining contiens shall be trimmed from ground level to a dearing height limit to 14-feet (vertically) above the madded. shall be removed when it interferes with the flow of traffic, obscures signs, Impedies flow of weier, or diverts water from drainage structures.

ALL limbs on vegetation within the clearing limits shall be cut to within

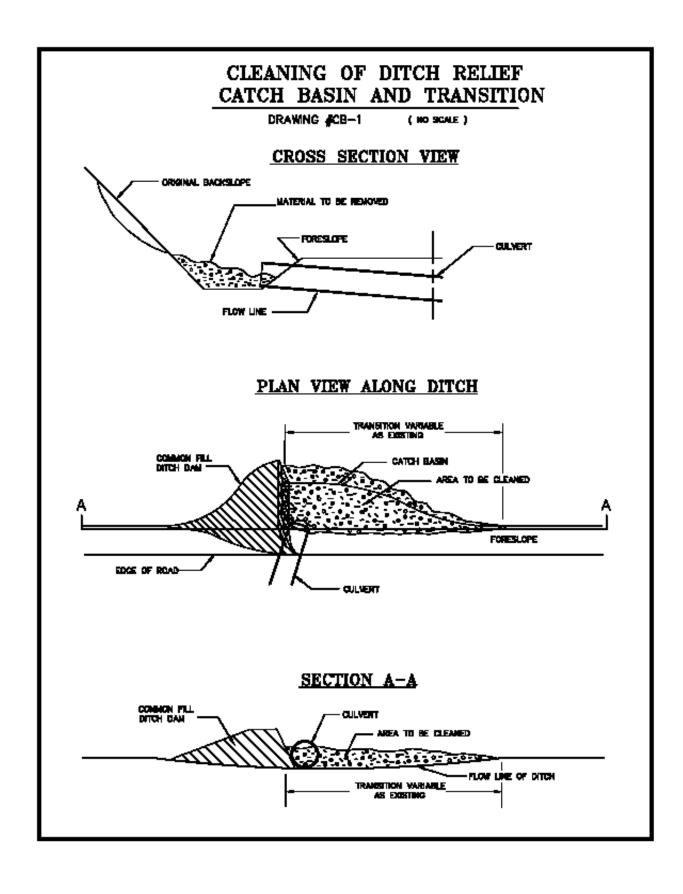
he tunk of the tree. The exception is heavy chands where stems are Trees that have vegetation trimmed for clearing shall be trimmed ensured Within 2-least of each other.

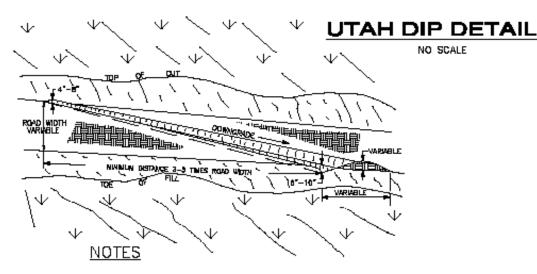
> removed to a maximum height of 6-inches above ground All vegetation with a DBH of 6-hohes LESS shall be surface. Remove the lowest live imbon alcut stams.

Trees with DBH 8-hotes or MORE size be limbed according to

D. When the road edge is not defined on roads the tracked area for double lane shall be 18' from both eides of cembrilhe; Single lane shall be increased by 8". with turnouts shall be 18' both sides from centerine; turnout area

CLEARING LIMITS TYPICAL February 2009





- ALL UTAH DIPS SHALL BEGIN AT THE INTERSECTION OF THE ROADBED AND CUT SLOPE AND RUN ACROSS THE ENTIRE WIDTH OF THE ROADBED.
- 2. ALL UTAH DIPS SHALL HAVE FREE FLOWING DUTLETS.
- 3. WHEN STAKES ARE USED, THEY SHALL DESIGNATE THE OUTLET LOCATION.
- UNLESS LOCATIONS ARE STAKED BY THREFOREST SERVICE, FOLLOWING TABLE SHALL BE USED AS A QUIDE.

### DRAINAGE SPACING TABLE

SPACING ALONG Ö(BASED ON SOIL ERDSION GROUP 3)

I	DOWN GRADE	UNSURFACED	_1_/SURFACED	_2_/ SURFACED/UNSURFACED
	(IN %)	(IN SMU*)	(IN SMU*)	(OUTSIDE SMU*)
	2 4 8 10 12 14 15 18 >20	년 다.다.다.다.다.다.다.다.다.다.다.다.다.다.다.다.다.다.다.	160 FT. 140 FT. 125 FT. 115 FT. 100 FT. 85 FT. 70 FT. 45 FT. 30 FT.	USE ENGINEERING SPACING GUIDE (BUT IN NO PLACE MORE THAN 500 FT. ALONG 8), OR AS STAKED BY THE FOREST SERVICE
ı	_1_PIT RUN OR CRID ROLLED		ROLLED _2_(CRUSHED ROC	K, PIT RUN, DR
	> 255 FINES		GRO ROLLED (	W∕ < SON FINES

### \* SMU = STREAMSIDE MANAGEMENT UNIT:

SMU WIDTH

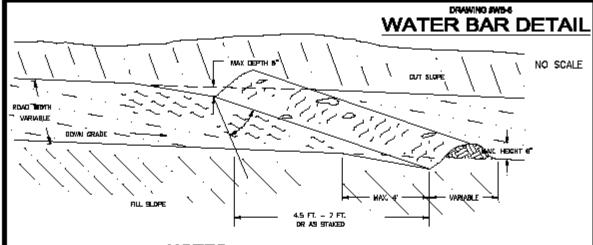
Class I through IV Streams 150 Ft. each side for sideslopes <30% 200 Ft. each side for sideslopes >30%

SMU GUIDELINES

When a road is within 25 Ft. of a stream and parallels stream for more than 300 feet, decrease epacing by 25%

Where a road is grading dawn towards a stream, locate the last cross—drain at about 10—30 Ft. from stream (depending upon filtering capability at the outlet); place the next cross—drain upgrade at 75% of the spacing guide value.

If road has drainage ditch, extend cross-drains to intercept the runoff.



### **NOTES**

- ALL WATER BARS SHALL BEGIN AT THE INTERSECTION OF THE ROADBED AND CUT SLOPE AND RUN ACROSS THE ENTIRE WIDTH OF THE ROADBED.
- 2. ALL WATER BARS SHALL HAVE FREE FLOWING DUTLETS.
- 3. WHEN STAKES ARE USED, THEY SHALL DESIGNATE THE DUTLET LOCATION.
- UNLESS LOCATIONS ARE STAKED BY THE FOREST SERVICE, THE FOLLOWING TABLE SHALL BE USED AS A GUIDE.

# DRAINAGE SPACING TABLE SPACING ALONG DEBASED ON SOIL EROSION GROUP 3)

DOWN GRADE (IN %)	UNSURFACED (IN SMU*)	_1_/\$URFACED (IN SMU*)	_2_/ SURFACED/UNSURFACED (OUTSIDE SMU*)
2 4 8 10 12 14 16 18 >20	105 FT. 90 FT. 80 FT. 75 FT. 65 FT. 55 FT. 35 FT. 30 FT. 30 FT.	1BD FT. 14D FT. 125 FT. 115 FT. 1DD FT. 85 FT. 70 FT. 55 FT. 45 FT. 30 FT.	USE ENGINEERING SPACING GUIDE (BUT IN NO PLACE MORE THAN 5DD FT. ALONG 8), OR AS STAKED BY THE FOREST SERVICE
	_1_/PIT RUM OR ORD ROLLED > 25% FINES		CK, PIT PUIN, OR W/ < 25% FINES

### \* SMU = STREAMSIDE MANAGEMENT UNIT:

SMU WIDTH

Class I through IV Streams 150 Ft. each alds for sideslopes < 30% 200 Ft. each alds for sideslopes > 30%

SMU GUIDELINES

When a road is within 25 Ft. of a stream and parallels stream for more than 3DD feet, decrease spacing by 25%.

Where a road is grading down towards a stream, locate the last cross—drain at about 10—30 Ft. from stream (depending upon filtering capability at the outlet); place the next cross—drain upgrade at 75% of the spacing guide value.

If road has drainage ditch, extend cross—drains to intercept the runoff.

