APPENDIX B

STEWARDSHIP CONTRACT TIMBER REMOVAL SPECIFICATIONS

GENERAL INSTRUCTIONS; The following is a complete list of standard clauses that maybe used for the IRSC. Eliminate all those that do not apply. As an example; if there is no Overstory Removal Units, eliminate CT.3.3 Overstory Removal Units from the list and remove the clause. CLAUSES MARKED WITH AN '*' ARE MANDATORY AND MAY NOT BE DELETED The clause marked with "**" is *mandatory for forests west of the 100th meridian.*

*BT.0 CONTRACT AREA
*BT.2 Claims
*CT.0 TIMBER SPECIFICATIONS
*CT.1 Included Timber
*CT.1.1 Standard Timber
*CT.1.2 Substandard Timber
*CT.1.3 Damaged Timber
*CT.1.3.1 Damaged by Contractor
*CT.1.3.2 Negligent or Willful Damage
*CT.1.3.4 Minor Damage by Natural Causes
*CT.1.4 Unintentionally Cut Timber
CT.1.5 Construction Timber
*CT.1.6 Other Material
*CT.2 Utilization and Removal of Included Timber
*CT.3 Timber Designations
CT.3.1 Clearcutting Units
CT 3.2 Construction Clearing
CT 3.2.1 Road Clearings
*CT 3.2.2 Other Authorized Clearings
CT.3.3 Overstory Removal Units
CT.3.4 Understory Removal Units
CT.3.5 Individual Trees
*CT.3.7 Minor Changes
*CT.4 Volume Estimate
*DT.0 RATES OF PAYMENT
*DT.1 Current Contract Rates
*DT.4 Other Payment Rates
*DT.4.1 Material and Quantities Not in Division AT
*DT.4.2 Timber Cut Through Mistake
*DT.4.2.1 Designated Timber Cut But Not Removed
*DT.4.3 Undesignated Timber Damaged Without Negligence
*DT.4.4 Undesignated Timber Unnecessarily Damaged or Negligently or Willfully Cut
*DT.4.5 Liquidated Damages
ET.0 PAYMENTS
*ET.1 Amount Payable for Timber
*ET.2 Integrated Resource Account
*ET.3 Deposits When Payment Guaranteed
GT.0 OPERATIONS
*GT.4 Conduct of Logging
*GT.4.1 Felling and Bucking
*GT.4.1.1 Felling in Clearings
*GT.4.1.2 Stump Heights
*GT.4.1.3 Limbing
*GT.4.2 Skidding and Yarding
GT.4.2.1 Rigging
*GT.4.2.2 Landings and Skid Trails
*GT.4.2.3 Skidding on Roads
GT.4.2.4 Arches and Dozer Blades
*GT.6.3 Temporary Roads
*GT.6.4 Landings
*GT.6.5 Skid Trails and Fire Lines
*GT.6.6 Current Operating Areas
*GT.6.7 Erosion Control Structure Maintenance
*GT.7 Slash Disposal
*GT 8 Measuring
**GT.8.1 Product Identification
IT.0 OTHER CONDITIONS
*IT.1 Title and Liability
*IT.1.1 Title Passage
*IT.1.2 Liability for Loss
*IT.5 Sale of Other Materials

THE FOLLOWING IS A COMPLETE LIST OF WO KT CLAUSES THAT CAN BE USED FOR THE TREE MEASUREMENT VERSION OF THE IRSC. LIST ONLY WO OR REGIONAL K CLAUSES THAT ARE DEEMED APPLICABLE AND NOT IN CONFLICT WITH SECTIONS IN PART I.

WO-KT-CT.1.1# Timber Subject to Agreement (9/04)
WO-KT-CT.3# Reserve Trees (9/04)
WO-KT-CT.3.5.1# Designation by Spacing (9/04)
WO-KT-CT.3.5.2# Designation by Species and Diameter (9/04)
WO-KT-CT.3.5.3# Designation by Damage Class (9/04)
WO-KT-CT.3.5.4# Designation by Row Spacing (9/04)
WO-KT-GT.3.2# Protection of Reserve Trees (9/04)
WO-KT-GT.8.4.2 Product Identification (9/04)
WO-KT-IT.6.8# Use of Timber (Option 1) (9/04)
WO-KT-IT.6.8 Use of Timber (Option 2) (9/04)

Division AT

Location and Area:

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

Volume Estimate and Utilization Standards

				Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
Species Group	**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)***	1/
Timber Subject to Agreement								
Total Quantity								

1/ Enter Merchantability Factor (Merch. Factor) or Net Scale in % of Gross Scale, whichever is appropriate.

Timber Designations, acres are approximate:

	Number	Acres
Clearcutting Units (CT.3.1)		
Overstory Removal Units (CT.3.3)		
Understory Removal Units (CT.3.4)		
Individual Trees (CT.3.5)		
Incompletely Measured (CT.3)		
Designation by Description or Prescription (KT-CT.3)		

High Stumps

Species	**Product**	**Maximum Stump Height** ***(inches)***

Roads

Name and Date of Governing Road Specifications: _____

_____

Project		Design Class	Approx. Length *(mi./km.)*	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	**Name**				**Survey**	**Design**	**Const. Staking[1/]**

[1/] Indicate timing, i.e., before clearing (BC) or after clearing (AC).
Specification sheets with itemized construction codes also attached

Schedule of Payment Units							
		To be Paid for at Flat Rates					
Payment Unit Number	**Approx. Acres**	**Species**	**Products**	**Quantity**	**Unit of Measure**	**Total Flat Rate Payment $**	**Total Required Deposits For Slash Disposal $**

APPLICABLE REGIONAL CLAUSES MAY BE ADDED

UNITED STATES DEPARTMENT OF AGRICULTURE
Forest Service
TIMBER REMOVAL SPECIFICATIONS
CLAUSES FOR TREE MEASUREMENT TIMBER REMOVAL CONTRACTS
(Applicable to Contracts to be Measured Before Felling**)**

This Division is organized into Parts, Sections, Subsections, and Items. These are numbered in accordance with the following scheme: Part BTl.0, Section BTl.1, Subsection BTl.11, and Item BTl.111. References to a Part include all Sections, Subsections, and Items within that Part; references to a Section include all Subsections and Items within that Section; and references to a Subsection include all Items within that Subsection. Cross references within this contract cite the reference number of the applicable Division, Part, Section, Subsection, and Item. Descriptive headings used are not to be considered in determining the rights and obligations of the parties hereunder. The Standard Clauses in this Division are subject to Specific Conditions of the contract stated in Division AT. Wherever appropriate, Specific Conditions established in Division AT are herein cited by reference number. References to Standard Clauses also apply to Special KT Clauses with the same numbers. These clauses are applicable only to the timber removal portion of the ***Name*** Stewardship Contract except where otherwise specifically referenced. "Timber" when used in this appendix includes timber and other products.

Comment [m1]: Add project name.

BT.0—CONTRACT AREA

BT.2 Claims. Valid claims are excluded from Contract Area, except those on which timber cutting is authorized in writing by the claimant and except mining claims on which cutting is authorized by the Act of July 23, 1955 (30 USC 614). Claims that limit Contractor's rights to operate under this contract and that Forest Service has been able to identify are shown on Contract Area Map. Contractor is not obligated to operate contrary to existing claim limitations. Forest Service shall designate boundaries of claims on the ground to the extent necessary to identify Included Timber.

CT.0—TIMBER SPECIFICATIONS

CT.1 Included Timber. "Included Timber" consists of:

CT.1.1 Standard Timber. Live and dead trees and portions thereof that meet Utilization Standards and are designated for cutting.

CT.1.2 Substandard Timber. Live and dead trees that:
(a) Do not meet Utilization Standards and
(b) Are located in Clearcutting Units or construction clearings or are otherwise designated for cutting.

CT.1.3 Damaged Timber.

CT.1.3.1 Damaged by Contractor. Undesignated live trees meeting Utilization Standards (a) within 200 feet slope distance from centerline of roads constructed hereunder which are damaged by Contractor's construction to the extent that considerable deterioration or mortality is imminent and are designated by Forest Service for felling before the nearest road segment is substantially completed; or (b) which are damaged by Contractor in logging and are subsequently Marked before Contractor has completed skidding or yarding operations in the immediate area. By agreement, such trees may be left without charge if their removal would cause undue damage or be grossly uneconomic.

CT.1.3.2 Negligent or Willful Damage. Undesignated timber meeting Utilization Standards and unnecessarily damaged or negligently or willfully cut by Contractor, if included by Forest Service.

CT.1.3.4 Minor Damage by Natural Causes. Undesignated trees within Contract Area and meeting Utilization Standards, that become insect infested, windthrown, suffer serious damage, or die, as designated by agreement.

CT.1.4 Unintentionally Cut Timber. Trees within or immediately adjacent to Contract Area or to road construction or other authorized clearing outside Contract Area, not designated for cutting but that are cut through mistake by Contractor, when included by Forest Service.

CT.1.5 Construction Timber. Trees to be used for construction under this contract.

CT.1.6 Other Material. Species or products not listed in the contract, upon written approval of Forest Service.

CT.2 Utilization and Removal of Included Timber. "Utilization Standards" for trees and minimum pieces are stated in Division AT. To meet minimum tree specifications, trees must equal or exceed tree diameters listed in Division AT and contain at least one minimum piece. Except for timber required or authorized to be left, Contractor shall fell and buck such trees and shall remove from Contract Area all pieces that:
(a) Meet minimum piece standards in Division AT or
(b) Do not meet such standards, but would have qualified as part of minimum pieces if bucking lengths were varied to include such material.

CT.3 Timber Designations. Timber designated for cutting shall be confined to Contract Area, except as otherwise provided. Contract Area Map indicates Payment Units, if any, where Marking is to be done after solicitation, except for construction clearing, minor changes, and damaged timber. The boundaries of cutting units were plainly marked on ground before solicitation and are shown on Contract Area Map. The number of units and approximate acreage of timber designations are stated in Division AT.

CT.3.1 Clearcutting Units. All trees that meet Utilization Standards within "Clearcutting Units" are designated for cutting.

CT.3.2 Construction Clearing. All timber is designated for cutting that is within the clearing limits of roads constructed hereunder or is in other authorized clearings. All dead or unstable live trees are designated for cutting that are sufficiently tall to reach Contractor's landings, work areas, or the roadbed of Specified and Temporary Roads when Marked in advance of work in the immediate area. Pieces meeting Utilization Standards from such dead or unstable live trees shall be removed, unless there is agreement that to do so could damage the road. Such designation may be revised as part of agreed changes in road location.

CT.3.2.1 Road Clearings. Timber within the clearing limits of Roads is within separate Payment Units, as shown on Contract Area Map, and the quantities are in Division AT. The quantities of dead or unstable trees designated outside the clearing limits are not included in Division AT.

CT.3.2.2 Other Authorized Clearings. Timber within authorized clearings for Temporary Roads, landings, or other construction clearings is designated for cutting. Quantities of such timber are not included in Division AT.

CT.3.3 Overstory Removal Units. All trees within "Overstory Removal Units" are designated for cutting when they meet Utilization Standards and equal or exceed the diameter limits shown on Contract Area Map.

CT.3.4 Understory Removal Units. All trees within "Understory Removal Units" are designated for cutting when they meet Utilization Standards and are smaller than the diameter limits shown on Contract Area Map.

CT.3.5 Individual Trees. All trees to be cut, other than in the units described in CT.3.1, CT.3.2, CT.3.3, and CT.3.4, are Marked or designated by description. Trees are "Marked" when individually designated by Forest Service with paint marks above and below stump height. Contract Area Map indicates areas plainly identified on the ground where leave trees are Marked to be left uncut.

CT.37 Minor Changes. Within Contract Area, minor adjustments may be made in boundaries of cutting units or in the timber individually Marked for cutting when acceptable to Contractor and Forest Service.

CT.4 Volume Estimate. The estimated volumes of timber by species designated for cutting and expected to be cut under Utilization Standards are listed in Division AT. The estimated volumes stated are not to be construed as guarantees or limitations of the timber volumes to be designated for cutting under the terms of this contract.

DT.0—RATES OF PAYMENT

DT.1 Current Contract Rates. Included Timber that is Released for Cutting shall be paid for at Current Contract Rates determined under this Section. "Current Contract Rates" shall be Flat Rates. Flat Rates shall be those listed in Division AT or B2 of the Schedule of Items. In the event contract time is adjusted, Current Contract Rates shall be continued in the same manner as immediately prior to the adjustment period.

DT.4 Other Payment Rates.

DT.4.1 Material and Quantities Not in Division AT. Incidental amounts of products or portions of trees of species that do not meet Utilization Standards may be removed without charge. Such material from Clearcutting Units and construction clearings may be purposely removed in more than incidental amounts without charge subject to agreement on deposits for road maintenance and use. Such material from other than Clearcutting Units and construction clearings may be purposely removed in more than incidental amounts without charge upon written approval of Contracting Officer, and subject to agreement on deposits if needed for road maintenance and use. Other species or products not listed may, upon written approval of Contracting Officer, be cut and removed without charge other than Required Deposits established by agreement. Timber for which the quantity is not included in the estimate, shall be paid for at Current Contract Rates and Required Deposits.

DT.4.2 Timber Cut Through Mistake. Undesignated timber meeting Utilization Standards, cut by Contractor through mistake and included by the Forest Service, shall be removed and paid for at Current Contract Rates and Required Deposits, unless such material is not listed. In such event, Forest Service, in accord with standard Forest Service methods, shall establish rates to be paid.

DT.4.3 Undesignated Timber Damaged Without Negligence. Undesignated timber meeting Utilization Standards, damaged without negligence by Contractor and designated by Forest Service, shall be cut, removed, and paid for at Current Contract Rates and Required Deposits.

DT.4.4 Undesignated Timber Unnecessarily Damaged or Negligently or Willfully Cut. Undesignated timber meeting Utilization Standards and unnecessarily damaged or negligently or willfully cut by Contractor, if included by Forest Service shall be cut, removed, and paid for at Current Contract Rates and Required Deposits that are in addition to liquidated damages. If such timber is of a species or size not listed in Division AT or is of a quality different from designated timber, Contracting Officer shall establish payment rates in accord with standard Forest Service methods.

DT.4.5 Liquidated Damages. Unnecessary damage to or negligent or willful cutting of undesignated timber, on portions of Contract Area cut over under this contract is likely to cause 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 an amount equivalent to the amount payable at Current Contract Rates. If designated by the Forest Service, Contractor shall remove such damaged timber.

ET.0—PAYMENTS

ET.1 Amount Payable for Timber. Current Contract Rates and Required Deposits in effect when a Payment Unit is Released for cutting shall be applied to the timber quantities to determine the amount Contractor shall pay. Payment shall be in the form of Stewardship Credits or cash.

E.2 Stewardship Account

"Stewardship Account" is an account of all Contractor's deposits, credits, Payment Guarantees, and the charges for:

a. Timber, or other Products at rates specified in contract
b. Slash disposal and road maintenance at Required Deposit rates,
c. Stewardship Credits established,
d. Contract Scaling Deposits, and
e. Other Charges provided in this contract.

Cash deposits and Stewardship Credits earned shall be recorded currently in such account.
Charges for timber cut shall be made when Forest Service prepares and furnishes to Contractor periodic statements of volume and value of such timber cut and scaled. Charges against Stewardship Credits shall be limited to timber value in excess of Required Deposits. Required Deposits and Other Charges shall be paid in cash.

Contractor shall make cash deposits to meet Contractor's obligations within 15 days of billing by the Forest Service. Deposits shall be made to Forest Service, USDA, by mail or delivery to the address shown on the bill for collection.

ET.3 - Deposits When Payment Guaranteed. (05/10) To the extent payment guarantee is provided under Clause entitled, "PRODUCT PAYMENT GUARANTEE" requirements for advance cash deposits shall be waived for the value of Product on contract area that is cut, but not removed, and for the value of Products removed from contract area, up to limit of remaining stewardship credits to be earned and exchanged for value of included product except for Required Deposits and Associated Charges. Associated charges shall be waived for not more than one monthly billing period.

GT.0—OPERATIONS

GT.4 Conduct of Logging. Unless otherwise specifically provided herein, Contractor shall fell trees designated for cutting and shall remove the portions which meet Utilization Standards, except for occasional trees inadvertently not cut or trees or pieces not removed for good reason, including possible damage to forest resources or gross economic impracticability at the time of removal of other timber. Logging shall be conducted in accordance with the following, unless other clauses set forth requirements to meet special or unusual logging conditions:

GT.4.1 Felling and Bucking. Felling shall be done to minimize breakage of Included Timber and damage to residual timber. Unless agreed otherwise, felling shall be done by saws or shears. Bucking shall be done to permit removal of all minimum pieces set forth in Division AT. Contractor may buck out cull material when necessary to produce pieces meeting Utilization Standards. Such bucked out material shall contain a minimum amount of sound wood, not in excess of the net Measure in percentage of gross Measure, or based

on the merchantability factor, whichever is stated in Division AT. If necessary to assess extent of defect, Contractor shall make sample saw cuts or wedges.

GT.4.1.1 Felling in Clearings. Insofar as ground conditions, tree lean and shape of clearings permit, trees shall be felled so that their tops do not extend outside construction clearings and areas of regeneration cutting.

GT.4.1.2 Stump Heights. Stumps shall not exceed, on the side adjacent to the highest ground, the maximum heights set forth in Division AT, except that occasional stumps of greater heights shall be acceptable when necessary for safe and efficient conduct of logging. Except for acceptable high stumps stated above, Contractor shall re-cut high stumps so they will not exceed heights specified in Division AT and shall dispose of severed portions in the same manner as other logging debris or as otherwise agreed. The stump heights shown in Division AT were selected with the objective of maximum reasonable utilization of the timber unless Contract Area Map shows special areas where stump heights are lower for aesthetic, land treatment or silvicultural reasons.

GT.4.1.3 Limbing. When Forest Service determines it is necessary to minimize damage to the residual stand during skidding, Contractor shall cut exposed limbs from products prior to skidding. Contractor may leave uncut those limbs that cannot be cut with reasonable safety.

GT.4.2 Skidding and Yarding. Methods of skidding or yarding specified for particular areas, if any, are indicated on Contract Area Map. Outside Clearcutting Units and construction clearings, insofar as ground conditions permit, products shall not be skidded against reserve trees or groups of reproduction and tractors shall be equipped with a winch to facilitate skidding.

GT.4.2.1 Rigging. Insofar as practicable, needed rigging shall be slung on stumps or trees designated for cutting.

GT.4.2.2 Landings and Skid Trails. Location of all landings, tractor roads, and skid trails shall be agreed upon prior to their construction. The cleared or excavated size of landings shall not exceed that needed for efficient skidding and loading operations.

GT.4.2.3 Skidding on Roads. Products may be skidded on permanent roads authorized for hauling only by prior written agreement.

GT.4.2.4 Arches and Dozer Blades. Skidding tractors equipped with pull-type arches or dozer blades wider than tractor width or C-frame width, whichever is greater, shall not be used in residual timber outside Clearcutting Units and other authorized clearings, except on constructed tractor roads or landings, unless there is written agreement that residual timber will not be damaged materially by such use.

GT.6.3 Temporary Roads. As necessary to attain stabilization of roadbed and fill slopes of Temporary Roads, Contractor shall employ such measures as outsloping, drainage dips, and water-spreading ditches.
After a Temporary Road has served Contractor's purpose, Contractor shall give notice to Forest Service and shall remove bridges and culverts, eliminate ditches, outslope roadbed, remove ruts and berms, effectively block the road to normal vehicular traffic where feasible under existing terrain conditions, and build cross ditches and water bars, as staked or otherwise marked on the ground by Forest Service. When bridges and culverts are removed, associated fills shall also be removed to the extent necessary to permit normal maximum flow of water.

GT.6.4 Landings. After landings have served Contractor's purpose, Contractor shall ditch and slope them to permit water to drain or spread. Unless agreed otherwise, cut and fill banks around landings shall be sloped to remove overhangs and otherwise minimize erosion.

GT.6.5 Skid Trails and Fire Lines. Contractor shall construct cross ditches and water-spreading ditches on tractor roads and skid trails, where staked or otherwise marked on the ground by Forest Service. Forest Service shall designate cross ditching on Contractor-built fire lines prior to or during construction. By agreement, Contractor may use other comparable erosion control measures, such as backblading skid trails, in lieu of cross ditching.

GT.6.6 Current Operating Areas. Where logging, road construction, or other stewardship project work is in progress but not completed, unless agreed otherwise, Contractor shall, before operations cease annually, remove all temporary log culverts and construct temporary cross drains, drainage ditches, dips, berms, culverts, or other facilities needed to control erosion.
Such protection shall be provided, prior to end of ***INSERT DATE OF LAST DAY OF FOREST/DISTRICT TYPICAL WORK SEASON*** , for all disturbed, unprotected ground that is not to be disturbed further prior to end of operations each year, including roads and associated fills, tractor roads, skid trails, and fire lines. When weather permits operations during ***INSERT DATES OF PERIOD OUTSIDE TYPICAL WORK SEASON i.e.; Nov. 1 – March 30*** , Contractor shall keep such work on any additional disturbed areas as up to date as practicable.

GT.6.7 Erosion Control Structure Maintenance. During the period of this contract, Contractor shall provide maintenance of soil erosion control structures constructed by Contractor until they become stabilized, but not for more than 1 year after their construction.

Contractor shall not be responsible for repair of such structures damaged by other National Forest users whose activities are not a part of Contractor's Operations.

GT.7 Slash Disposal. Contractor's timing of product removal and preparatory work shall not unnecessarily delay slash disposal. Specific slash disposal measures to be employed by Contractor are stated in elsewhere herein and are in addition to Required Deposits for slash disposal.

GT.8 Measuring. "Measuring" is the estimation of timber quantities using certain dimensions and applicable volume tables or formulae to determine the contents of trees or stands in a standard manner. Sampling may be on an individual tree or area basis. Examples of standard procedures are tree measurement, sample tree measurement, and area estimate. The quantity of timber designated or to be designated for cutting has been or shall be Measured, as specified in this contract

GT.8.1 Product Identification. For contracts west of the 100th meridian, before removal from Contract Area, unless Contracting Officer determines that circumstances warrant a written waiver or adjustment, Contractor shall:
(a) Hammer brand all products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter
(b) Paint with a spot of highway-yellow paint all domestic processing products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter. Each paint spot must be not less than three (3) square inches in size.
Contracting Officer shall assign brands and, if Contract Area is within a State that maintains a log brand register, brands shall be registered with the State. Contractor shall use assigned brand exclusively on logs from this contract until Contracting Officer releases brand. Contractor will furnish and apply highway-yellow paint of a lasting quality (oil-base or equivalent).
All hammer brands and/or highway-yellow paint must remain on logs until they are domestically processed. Contractor shall replace identifying marks if they are lost, removed, or become unreadable. Contractor may remanufacture products into different log lengths. Except for logs remanufactured as part of the mill in-feed process immediately before processing, remanufactured products must be rebranded with the assigned contract brand and repainted with highway-yellow paint, unless otherwise agreed to in writing by Contracting Officer. For such remanufactured products, Contracting Officer may approve use of a brand to be used exclusively as a catch brand, in lieu of the assigned contract brand.

IT.0—OTHER CONDITIONS

IT.1 Title and Liability.

IT.1.1 Title Passage. All right, title, and interest in and to any Included Timber shall remain in Forest Service until it has been cut, removed from Contract Area or other authorized cutting area, and paid for, at which time title shall vest in Contractor. Timber cut under the terms of clause Product Payment Guarantee, shall be considered to be paid for. Title to any Included Timber that has been cutand paid for, but not removed from Contract Area or other authorized cutting area by Contractor on or prior to contract termination, shall remain in Forest Service.

IT.1.2 Liability for Loss. If Included Timber is destroyed or damaged by an unexpected event that significantly changes the nature of the Included Timber, such as fire, wind, flood, insects, disease, or similar cause, the party holding title shall bear the timber value loss resulting from such destruction or damage; except that such losses caused by insect or disease after felling of timber shall be borne by Contractor, unless Contractor is prevented from removing such timber by the Forest Service. Deterioration or loss of value of salvage timber is not an unexpected event. In the event Included Timber to which Forest Service holds title is destroyed, Contractor will not be obligated to remove and pay for such timber. In the event Included Timber to which Forest Service holds title is damaged, Contracting Officer shall make an appraisal to determine for each species the difference between the appraised unit value of Included Timber immediately prior to the value loss and the appraised unit value of timber after the loss. Current Contract Rates in effect at the time of the value loss shall be adjusted by said differences to become the redetermined rates.
There shall be no obligation for Forest Service to supply, or for Contractor to accept and pay for, other timber in lieu of that destroyed or damaged. This Subsection shall not be construed to relieve either party of liability for negligence.

IT.5 Sale of Other Materials. Forest Service reserves the right to sell from Contract Area during the period of this contract any materials or products not subject to its terms, but shall not permit removal, possession or use thereof which will materially interfere with Contractor's Operations. Contractor shall not be obligated to do any work made necessary by the action of others.

NOTE TO CO – THERE ARE A LOT OF REFERENCES TO OTHER CLAUSES IN THIS NEXT SECTION. IF YOU USE ANY OF THESE CLAUSES BE SURE TO CHECK THE REFERENCES TO ENSURE YOU AREN'T REFERENCING CLAUSES THAT ARE NOT INCLUDED!

INSERT WO AND REGIONAL KT CLAUSES AS NEEDED AND NOT IN CONFLICT WITH OTHER SECTIONS OF THIS CONTRACT.

WO-KT-CT.1.1#

KT-CT.1.1# – TIMBER SUBJECT TO AGREEMENT. (9/04) In addition, there is within Contract Area an unestimated quantity of:

Species	Product

that shall be Included Timber upon written agreement.

INSTRUCTIONS: Include in contracts having timber subject to agreement.
Do not list CT.1.1 as inapplicable in AT.18.
Utilization standards and payment rates will be stated in AT.2 and AT.4 of the sample and final contracts. The entries in AT.2 will be identified by the heading "Timber Subject to Agreement under KT-CT.1.1#."
Such agreement should be made on an area basis and may be for the entire contract area or a portion, such as a payment unit.

WO-KT-CT.3#

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 1/_____ reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Reserve trees are identified by 2/_____ and shall be protected. Units with reserve trees are shown on Contract Area Map.

INSTRUCTIONS: Include in contracts where certain trees or groups of trees (such as trees reserved for wildlife, seed trees, superior trees, research trees, etc.) are not to be cut within clearcutting units, overstory removal units, understory removal units, road clearing limits, or other authorized clearings.
Include KT-GT.3.2# as a companion clause. Show units with reserve trees on the contract area map.
Do not list CT.3 as inapplicable in AT.18.
Reserve trees must be plainly identified prior to contract solicitation.
1/ Enter wildlife, superior tree, etc.
2/ Enter method.

WO-KT-CT.3.5.1#

KT-CT.3.5.1# – DESIGNATION BY SPACING. (9/04) Within Payment Unit(s) _____, as shown on Contract Area Map, all 1/_____ trees, except trees Marked with 4/_____ paint or described to be left uncut, that meet Utilization Standards and one or more of the following criteria are designated for cutting.

(a) The required spacing is a maximum average of 2/_____ feet. The tree is within 3/_____ feet of a 1/_____ tree that has a larger stump diameter than it; and the larger tree is not designated for cutting.

(b) The tree is within 3/_____ feet of a 1/_____ tree greater than or equal to 4/_____ inches stump diameter; and this tree is not designated for cutting.

(c) The tree is Marked with 5/_____ paint.

Distances are measured horizontal distance, outside bark stump height to outside bark stump height. Stump diameter is measured outside bark at stump height in a horizontal plane and is the average of a measurement across the short axis through the true center of the stump and a second measurement at right angles to the short axis.

All 1/_____ shall be left as leave trees, unless Marked with 5/_____ paint. No tree greater than or equal to 4/_____ inches stump diameter shall be cut, unless Marked with 5/_____ paint. Cutting unit boundaries and other trees that shall be left uncut are Marked with 5/_____ paint.

Contractor and Forest Service shall agree to skid trail location. Skid trails shall be no greater than _____ feet wide with a _____ foot spacing. Quantities of trees located in skid trails (are) (are not) Included Timber under AT.

INSTRUCTIONS: For optional use on contracts that utilize spacing guidelines to designate trees to be cut and removed. Use for plantation thinnings, thinnings from below, or in uniform stands of relatively low value. Use DxSPA for contract area map symbol. Insert NA for blanks not used.

The purpose of paragraph (b) is to allow wider spacing adjacent to large trees; therefore, the distance entered must be greater than the distance entered in paragraph (a). For example, if desired spacing is 16 feet in paragraph
(a) and 20 foot spacing is desired adjacent to large trees, enter 10 feet.

1/ List live trees or dead trees and/or species, or enter NA if all trees that meet the criteria are included timber.

2/ State a specific distance to the whole foot. Do not show decimals, e.g., 10 feet.
3/ Enter one-half of the desired spacing. State a specific distance to the whole foot. Do not show decimals, e.g., 10 feet.
4/ State to the whole inch. Do not show decimals, e.g., 12 inches.
5/ State paint color for cut (blue, yellow, or green) and/or leave or cutting unit boundary (orange) trees.
WO-KT-CT.3.5.2#
KT-CT.3.5.2# – DESIGNATION BY SPECIES AND DIAMETER. (9/04) Trees that meet Utilization Standards are designated
for cutting, as shown on the Tree Designation Table and Contract Area Map, except trees Marked with 4/_____ paint or described to be left uncut.

Tree Designation Table

Payment Unit(s)	**Designated Species 1/**	**More than Stump Diameter (inches) 2/**	**Less than Stump Diameter (inches) 2/**

Additional trees to be cut, if any, are Marked with 4/_____ paint.
All 1/_____ shall be left as leave trees, unless Marked with 4/_____ paint. Leave 1/_____ trees of the designated cut species, 2/_____ inches stump diameter or greater, to avoid leave tree spacing greater than 3/_____ feet. Cutting unit boundaries and other trees that shall be left uncut are Marked with 4/_____ paint. Distances are measured horizontal distance, outside bark stump height to outside bark stump height. Stump diameter is measured outside bark at stump height in a horizontal plane and is the average of a measurement across the short axis through the true center of the stump and a second measurement at right angles to the short axis. Contractor and Forest Service shall agree to skid trail location. Skid trails shall be no greater than _____ feet wide with a _____ foot spacing. Quantities of trees located in skid trails (are) (are not) Included Timber under AT.
INSTRUCTIONS: For optional use on contracts that utilize tree species and diameter to designate trees to be cut and removed. Use DxSPP for contract area map symbol. This clause may be used for understory removal, overstory removal, or where a range of diameters is to be removed. Insert NA for blanks not used.
Where stands contain a definite diameter break, such as large ponderosa pine over small Douglas fir, use CT.3.3 or CT.3.4.
1/ List live or dead and/or species.
2/ State to the whole inch. Do not show decimals, e.g., 12 inches.
3/ State a specific distance to the whole foot. Do not show decimals, e.g., 20 feet.
4/ State paint color for cut (blue, yellow, or green) and/or leave or cutting unit boundary (orange) trees.
WO-KT-CT.3.5.3#
KT-CT.3.5.3# – DESIGNATION BY DAMAGE CLASS. (9/04) Within Payment Unit(s) _____, as shown on Contract Area Map, the following criteria are used to designate trees and other products for cutting and removal:
(a) 1/_____.
(b) Additional trees to be cut, if any, are Marked with 2/_____ paint.
(c) Cutting unit boundaries and other trees that shall be left uncut are Marked with 2/_____ paint.
INSTRUCTIONS: For optional use on contracts that utilize damage class to designate trees to be cut and removed.
Use for damaged stands where the damaged trees can be identified after harvest is complete. Use DxDAM for contract area map symbol.
1/ Identify precise, unambiguous damage criteria, e.g., "Tree tops and pieces broken off from the stem and all trees lying on the ground" or "Trees with 100 percent brown or red foliage." Be sure that the damaged trees can be identified after harvest is complete.
2/ State paint color for cut (blue, yellow, or green) and/or leave or payment unit boundary (orange) trees.
WO-KT-CT.3.5.4#
KT-CT.3.5.4# – DESIGNATION BY ROW SPACING. (9/04) Within Payment Unit(s) _____, as shown on Contract Area Map, all 1/_____ trees meeting Utilization Standards located in every 2/_____ row are designated for cutting.

The first row to be cut and removed is designated 3/_____. Subsequent rows to be cut shall be established from the first row. Additional trees to be cut, if any, are Marked with 4/_____ paint. Cutting unit boundaries and other trees that shall
be left uncut are Marked with 4/_____ paint.

INSTRUCTIONS: For optional use on contracts that utilize plantation rows to designate trees to be cut and removed. Use DxROW for contract area map symbol. Insert NA for blanks not used. To be used in the first thinning of a plantation.

1/ List species.

2/ List, which row from the starting row, can be cut.

3/ Describe how the starting point or starting row will be identified on the ground.

4/ State paint color for cut (blue, yellow, or green) and/or leave or payment unit boundary (orange) trees.

WO-KT-GT.3.2#

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 $1/_____ for each 2/_____ reserve tree and $1/_____ for each 2/_____ 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.

INSTRUCTIONS: Include in contracts where certain trees or groups of trees (such as trees reserved for wildlife, seed trees, superior trees, research trees, etc.) are not to be cut within clearcutting units, overstory removal units, understory removal units, road clearing limits, or other authorized clearings.

Include KT-CT.3# as a companion clause.

Do not list GT.3.2 as inapplicable in AT.18.

1/ The dollar entry should reasonably represent the special value or average investment in such trees.

2/ Enter the type of reserve tree or enter NA.

KT-GT.8.1 – PRODUCT IDENTIFICATION. (9/04) Unless Contracting Officer determines that circumstances warrant a written waiver or adjustment, Contractor shall:

(a) Before removal from Contract Area, hammer brand all products on each end.

(b) Paint all products, except for Alaska yellow cedar, on each end with a spot of highway-yellow paint.

(c) For all products where the Regional Forester has approved shipment to the contiguous 48 States for processing, paint all such products on each end with a spot of highly-visible green paint. Both a highway-yellow and a highly-visible green spot shall be visible on these products.

(d) For all products where the Regional Forester has approved export to foreign markets, paint all such products on each end with a spot of highly-visible orange paint, completely covering any yellow paint spot. Contracting Officer shall assign brands and Contractor shall register them with the State of Alaska. Contractor shall use assigned brand exclusively on logs from this contract until Contracting Officer releases brand. Contractor shall apply paint spots before removal from Contract Area, unless Contracting Officer approves product sorting after removal. Each paint spot must be not less than three (3) square inches in size. Contractor will furnish and apply paint of a lasting quality (oil-base or equivalent). Highway-yellow, green, and orange paint are not to be applied to products from this contract for purposes other than those stated above.

Contractor shall replace identifying marks if they are lost, removed, or become unreadable. Contractor may remanufacture products into different log lengths. Except for logs remanufactured as part of the mill in-feed process immediately before processing, remanufactured products must be rebranded with the assigned contract brand and repainted, unless otherwise agreed to in writing by Contracting Officer. For such remanufactured products, Contracting Officer may approve use of a brand to be used exclusively as a catch brand, in lieu of the assigned contract brand.

INSTRUCTIONS: Include in all new FS-2400-13T contracts in Region 10.

List GT.8.1 as inapplicable on AT.18.

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 1/_____ 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.
INSTRUCTIONS: Include this clause in all new contracts in Regions 1 through 6.
1/ If there is surplus volume enter either "Port Orford-cedar" or "Alaska yellow-cedar" in the blank. If there is no surplus volume, enter "NONET."
WO-KT-IT.6.8 (Option 2)
KT-IT.6.8 – USE OF TIMBER (Option 2). (9/04) (a) Unprocessed timber for National Forest System lands in Alaska may not be exported from the United States or shipped to other States without prior approval of the Regional Forester.
(b) Except for western red cedar, timber manufactured into the following shall be considered processed: (i) lumber or construction timbers meeting current American Lumber Standards (ALS) grades or Pacific Lumber Inspection Bureau (PLIB) Export R or N list grades, sawn on four sides, not intended for remanufacture; (ii) lumber, construction timbers, or cants for remanufacture meeting current ALS grades or PLIB Export R or N list clear grades, sawn on four sides, not to exceed 12 inches (30.5 cm) thick; (iii) lumber, construction timbers, or cants for remanufacture that do not meet the grades referred to in (b)(ii) and are sawn of four sides, with wane less than 1/4 of any face, not exceeding 8-3/4 inches (22.2 cm) thick; (iv) chips, pulp, or pulp products; (v) veneer or plywood; (vi) poles, posts, or pilings cut or treated with preservatives for use as such; (vii) shakes or shingles; (viii) plywood bolts, not exceeding 100 inches (250 cm) in length; (ix) pulp logs or cull logs processed at domestic pulp mills, domestic chip plants, or other domestic operations for the purpose of conversion of logs into chips; or (x) spruce musicwood bolts, not exceeding 30 inches (75 cm) in length.
(c) Western red cedar timber manufactured into the following shall be considered processed: (i) lumber or construction timbers meeting current American Lumber Standards (ALS) grades of Number 3 dimension or better or Pacific Lumber Inspection Bureau (PLIB) Export R list grades, with a maximum cross section of 2,000 square centimeters (310 square inches) for any individual piece of processed western red cedar, regardless of grade; (ii) chips, pulp, or pulp products; (iii) veneer or plywood; (iv) poles, posts, or pilings cut or treated for use as such; or (v) shakes or shingles.
(d) Timber in the following forms shall be considered unprocessed: (i) trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use and (ii) lumber, construction timbers, pulpwood bolts, or cants intended for remanufacturing and not meeting the processed timber standards in paragraphs (b) or (c).
(e) 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.
(f) Prior to beginning operations under this contract, Contractor shall furnish to Contracting Officer, in writing, the names and addresses of the processing plants or other locations to which the timber is expected to be delivered.

Prior to hauling or towing to any different locations, Contractor shall furnish like information concerning the different locations.
(g) Prior to delivering unprocessed Included Timber to another party, Contractor shall require each buyer, exchangee, or recipient to execute an acceptable agreement that shall: (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; and (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.
(h) 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.
(i) Upon request, all records dealing with origin and disposition of Included Timber shall be made available to Contracting Officer.
(j) 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.
INSTRUCTIONS: Include in all new FS-2400-13T contracts in Region 10.
Include KT-GT.8.1 as a companion clause on AT.19.