

APPENDIX B

STEWARDSHIP CONTRACT TIMBER REMOVAL SPECIFICATIONS

GENERAL INSTRUCTIONS; The following is a complete list of standard clauses that maybe used for the IRSC scaled contract. Eliminate all those that do not apply. As an example; if there is no sample load scaling needed for the contract, eliminate G.8.5.1 Scaling Lost Sample Loads 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.**

*B.0 CONTRACT AREA	*G.4.2.2 Landings and Skid Trails
*B.2 Claims	*G.4.2.3 Skidding on Roads
*C.0 TIMBER SPECIFICATIONS	G.4.2.4 Arches and Dozer Blades
*C.1 Included Timber	*G.6.3 Temporary Roads
*C.1.1 Standard Timber	*G.6.4 Landings
*C.1.2 Substandard Timber	*G.6.5 Skid Trails and Fire Lines
*C.1.3 Damaged Timber	*G.6.6 Current Operating Areas
*C.1.3.1 Damaged by Contractor	*G.6.7 Erosion Control Structure Maintenance
*C.1.3.2 Negligent or Willful Damage	*G.7 Slash Disposal
*C.1.3.4 Minor Damage by Natural Causes	*G.8 Scaling
*C.1.4 Unintentionally Cut Timber	*G.8.1 Scaling Services
C.1.5 Construction Timber	*G.8.1.1 Sclaing Location
*C.1.6 Other Material	*G.8.1.2 Scaling Adjustments
*C.2 Utilization and Removal of Included Timber	*G.8.1.3 Delayed or Interrupted Scaling Services
*C.3 Timber Designations	*G.8.1.4 Weighing Services
C.3.1 Clearcutting Units	*G.8.2 Presentation for Scaling
C.3.2 Construction Clearing	*G.8.3 Scaling Other Products
*C.3.2.2 Other Authorized Clearings	*G.8.4 Accountability
C.3.3 Overstory Removal Units	*G.8.4.1 Route of Haul
C.3.4 Understory Removal Units	**G.8.4.2 Product Identification
C.3.5 Individual Trees	G.8.5 Scaling Lost Products
*C.3.7 Minor Changes	G.8.5.1 Scaling Lost Sample Loads
*C.4 Volume Estimate	G.8.6 Scale Reports
*D.0 RATES OF PAYMENT	I.0 OTHER CONDITIONS
*D.1 Current Contract Rates	*I.1 Title and Liability
*D.4 Other Payment Rates	*I.1.1 Title Passage
*D.4.1 Material and Quantities Not in Division A	*I.1.2 Liability for Loss
*D.4.2 Timber Cut Through Mistake	*I.5 Sale of Other Materials
*D.4.2.1 Designated Timber Cut But Not Removed	
*D.4.3 Undesignated Timber Damaged Without Negligence	WO-K-C.3.0.1# Cutting Unit Boundaries (11/2006)
*D.4.4 Undesignated Timber Unnecessarily Damaged or Negligently or Willfully Cut	WO-K-C.3.5.1# Designation by Spacing (9/04)
*D.4.5 Liquidated Damages	WO-K-C.3.5.7# Individual Trees (Cut Tree Marking) (11/06)
*D.4.7 Defect Caused by Abnormal Delay	WO-K-G.2.2.3# Protection of Fences (11/2006)
*E.0 PAYMENTS	WO-K-G.3.1.2# Contract Operations Restrictions (11/06)
*E.1 Amount Payable for Timber	WO-K-G.6# Erosion Prevention and Control (11/06)
*E.2 Integrated Resource Account	WO-K-G.6.0.1# Erosion Control Seeding (11/06)
*E.3 Deposits When Payment Guaranteed	WO-K-G.6.7# Slash Treatment (11/06)
*G.0 OPERATIONS	WO-K-G.7.1 Change in Slash Treatments (11/06)
*G.4 Conduct of Logging	WO-K-G.7.2# Temporary Road Construction Slash Disposal (11/06)
*G.4.1 Felling and Bucking	WO-K-G.8.2.5# Scaling as Presented (Sales by Load Count) (01/08)
*G.4.1.1 Felling in Clearings	WO-K-G.8.3 Product Accountability (11/06)
*G.4.1.2 Stump Heights	WO-K-G.8.5.3 Loads Altered in Route (11/06)
*G.4.1.3 Bucking Lengths	WO-K-H.2 Fire Precautions (11/06)
*G.4.1.4 Limbing	WO-K-I.6.8# Use of Timber (Option 1) (9/04)
*G.4.2 Skidding and Yarding	
G.4.2.1 Rigging	

Division A								
Location and Area:								
This Contract Area of	3,730	acres more or less is located in:	T53N, R89W, SEC 1,2 T53N, R88W, SEC 4,5,6 T54N, R88W, SEC 29,30,31,32,33,34 T54N, R89W, SEC 35,36					
Volume Estimate and Utilization Standards								
Species Group	Product	Estimated Quantity*	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	<u>1/</u>
Lodgepole Pine and other Conifer Species (Live and Dead)	Sawtimber	2,352	CCF	7.0	1	8.0	6.0	
Lodgepole Pine and other Conifer Species (Live and Dead)	Misc.-Conv.	410	CCF	5.0	1	8.0	4.0	
Timber Subject to Agreement								
Total Quantity		2,762						
<u>1/</u> Enter Merchantability Factor (Merch. Factor) or Net Scale in % of Gross Scale, whichever is appropriate.								
Timber Designations, acres are approximate:								
				Number		Acres		
Clearcutting Units (C.3.1)								
Overstory Removal Units (C.3.3)								
Understory Removal Units (C.3.4)								
Individual Trees (C.3.5)				2 units		212		
Incompletely Measured (C.3)								
Designation by Description or Prescription (K-C.3.5.1)				5 units		61		
High Stumps								
Species	Product	Maximum Stump Height (inches)						
ALL	ALL	12						
Roads								

Name and Date of Governing Road Specifications:	Federal Highway Administration Standard Specification for Construction of Road and Bridges on Federal Highway Projects (2003) - english
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Project		Design Class	Approx. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Const. Staking ^{1/}
244	Granite	Double Lane – 20 mph	1.1 mi	60 of 69 2/23/2016	FS	FS	FS AC
245	Johnson Burn Branch #1	Single Lane – 20 mph	0.5 mi	61 of 69 2/ 23/2016	FS	FS	FS AC

^{1/} Indicate timing, i.e., before clearing (BC) or after clearing (AC).

Specification sheets with itemized construction codes also attached

Scaling Instructions and Specifications

Name and Date of Governing Instructions:	National Forest Cubic Scaling Handbook (FSH 2409.11a) May 1991 as Amended.
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Scaling Specifications

Species	Product	Maximum Scaling Length (feet)	Trim Allowance		
			Diameter Range (inches)	Length Range (feet)	Trim Allowance (inches)
ALL	ALL	20	ALL	ALL	6

Scaling Services

Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit \$
CCF	Per Written Agreement	Load Count	\$0

UNITED STATES DEPARTMENT OF AGRICULTURE
Forest Service

TIMBER REMOVAL SPECIFICATIONS

CLAUSES FOR SCALED TIMBER REMOVAL CONTRACTS
(Applicable to Contracts to be Measured After Felling)

This Division is organized into Parts, Sections, Subsections, and Items. These are numbered in accordance with the following scheme: Part B1.0, Section B1.1, Subsection B1.11, and Item B1.111. 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 A. Wherever appropriate, Specific Conditions established in Division A are herein cited by reference number. References to Standard Clauses also apply to Special K Clauses with the same numbers. These clauses are applicable only to the timber removal portion of the Bitmore Stewardship Contract except where otherwise specifically referenced. "Timber" when used in this appendix includes timber and other products.

B.0—CONTRACT AREA

B.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.

C.0—TIMBER SPECIFICATIONS

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

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

C.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.

C.1.3 Damaged Timber.

C.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.

C.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.

C.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.

C.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.

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

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

C.2 Utilization and Removal of Included Timber. “Utilization Standards” for trees and minimum pieces are stated in Division A. To meet minimum tree specifications, trees must equal or exceed tree diameters listed in Division A 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 A 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.

C.3 Timber Designations. Timber designated for cutting shall be confined to Contract Area, except as otherwise provided. Contract Area Map indicates subdivisions, 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 A.

C.3.1 Clearcutting Units. All trees that meet Utilization Standards within “Clearcutting Units” are designated for cutting.

C.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 un-stable 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 locations.

C.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 A.

C.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.

C.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.

C.3.5 Individual Trees. All trees to be cut, other than in the units described in C.3.1, C.3.2, C.3.3, and C.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.

C.3.7 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.

C.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 A. 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.

D.0—RATES OF PAYMENT

D.1 Current Contract Rates. Included Timber that is removed by Contractor and presented for scaling 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.

D.4 Other Payment Rates.

D.4.1 Material and Quantities Not in Division A. 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 subject to agreement on rates of payment. Timber for which the quantity is not included in the estimate, shall be paid for at Current Contract Rates and Required Deposits.

D.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.

D.4.2.1 Designated Timber Cut But Not Removed. Standard timber shall be removed prior to acceptance of a Subdivision for completion of logging. There shall be no charge when (a) leaving the incidental material is justified under existing conditions, or (b) Cut timber is left by option or requirement.

D.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.

D.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 A or is of a quality different from designated timber, Contracting Officer shall establish payment rates in accord with standard Forest Service methods.

D.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.

D.4.7 Defect Caused by Abnormal Delay. Scaling deductions made for rot, check, or other defect resulting from abnormal delay in Scaling caused by Contractor shall be recorded separately and charged to Integrated Resource Account at Current Contract Rates and applicable deposits.

E.0—PAYMENTS

E.1 Amount Payable for Timber. Current Contract Rates and Required Deposits in effect when the timber is Scaled shall be applied to the Scaled volume to determine the amount Contractor shall pay.

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.

G.0—OPERATIONS

G.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:

G.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 A. 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 A. If necessary to assess extent of defect, Contractor shall make sample saw cuts or wedges.

G.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.

G.4.1.2 Stump Heights. Stumps shall not exceed, on the side adjacent to the highest ground, the maximum heights set forth in Division A, 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 A and shall dispose of severed portions in the same manner as other logging debris or as otherwise agreed. The stump heights shown in Division A 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.

G.4.1.3 Bucking Lengths. Trees shall be bucked in various lengths to obtain the greatest utilization of material meeting Utilization Standards.

G.4.1.4 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.

G.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.

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

G.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.

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

G.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.

G.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.

G.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.

G.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.

G.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 November 15, 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 July 1 through November 15. Contractor shall keep such work on any additional disturbed areas as up to date as practicable.

G.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.

G.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 elsewhere herein and are in addition to Required Deposits for slash disposal.

G.8 Scaling. "Scaling," as used herein, involves:

- (a) Various volume determination methods, such as log rule, sampling, measuring, linear measuring, counting, weighing, or another method or combination of methods;
- (b) Various sites, such as truck Scaling stations, rollways, weighing stations, woods landings, water Scaling stations, or other sites; and
- (c) Various geographic locations.

G.8.1 Scaling Services. Scaling services shall be performed by Forest Service personnel or parties under contract to Forest Service, except that weighing services may be performed by personnel or parties approved by Forest Service. Scaling shall be provided in accordance with the instructions and specifications in Division A. Scalers shall be currently certified to perform accurate Scaling services. The Scaling services provided shall be selected exclusively by Forest Service. Scaling services may be Continuous, Intermittent, or Extended. "Continuous Scaling Services" is Scaling at one site five (5) 8-hour shifts a week, exclusive of Sundays and Federal holidays. "Intermittent Scaling Services" are non-continuous Scaling services. "Extended Scaling Services" are Scaling services exceeding Continuous Scaling Services and may include Sundays and designated Federal holidays. Upon written request of Contractor and approval of Contracting Officer, Forest Service may provide other services, such as but not limited to grading, tagging, or marking of Scaled logs.

G.8.1.1 Scaling Location. Forest Service shall provide Scaling services at the Scaling site(s) shown in Division A. The Scaling site(s) shown in Division A normally will be a non-exclusive site where more than one National Forest contractor may be served. Contractor may request, in writing, an alternate Scaling site, such as at a private mill yard, private truck ramp, or a privately operated log transfer facility. Contracting Officer may approve an alternate Scaling site, when Contracting Officer determines that Scaling conditions at an alternate site are acceptable. Such conditions shall include at a minimum: (a) Scaler safety and comfort, (b) Product accountability and security, (c) Facilities and practices conducive to accurate and independent Scaling, and (d) The ability to provide for remote check Scaling. Upon approval of an alternate Scaling site, Forest Service and Contractor shall enter into a written memorandum of agreement governing Scaling at that alternate location. Contractor agrees that Forest Service personnel or persons under contract with Forest Service shall perform Scaling services at an alternative Scaling site. In no instance shall Contractor or employees of Contractor perform Scaling services.

G.8.1.2 Scaling Adjustments. Forest Service shall check the accuracy of the Scaling performed on National Forest logs. Scaling will be satisfactory if performed within the accuracy standards stated in governing instructions identified in Division A. In the event Forest Service check Scale(s) shows a variance in net Scale in excess of the allowable variance, an adjustment to volume reported Scaled may be made by Forest Service. Such adjustment will be based on the difference between Forest Service check Scale(s) and original Scale for contract volume Scaled within the adjustment period. The volume to which

this difference will be applied will be: (a) One-half of the volume Scaled between the last satisfactory check Scale and the first unsatisfactory check Scale or, if a period of 120 days or more occurs without Scaling National Forest timber for stumpage, the adjustment will be applied to 100 percent of the volume Scaled after this period and (b) 100 percent of the volume Scaled between unsatisfactory check Scales and (c) One-half of the volume Scaled between the last unsatisfactory check Scale and the next satisfactory check Scale, or if no satisfactory check Scale is completed and a period of 120 days or more occurs without Scaling of National Forest timber for stumpage, the adjustment will be applied to 100 percent of the volume Scaled since the last unsatisfactory check Scale. Adjustments may increase or decrease the original Scaled volume. Adjustments will be applied to Integrated Re-source Account to correct charges for Included Timber, plus deposits, Scaled during the adjustment period.

G.8.1.3 Delayed or Interrupted Scaling Services. In the event Scaling services are delayed or interrupted, Contractor shall discontinue hauling. Contractor further agrees that no logs will be presented for Scaling outside agreed upon Scaling services schedule.

G.8.1.4 Weighing Services. Weighing services for stumpage payment purposes may be provided by either public or privately owned and operated weighing facilities. A "Weighing Services Agreement," approved by the Forest Supervisor, must be executed at each weighing facility providing weighing services. Scales used to weigh National Forest products for payment purposes must be a currently certified scale in accordance with State law and be capable of weighing the entire load of logs in a single operation. The weighing of less than the entire load or weighing two loads at once is prohibited. Unless otherwise agreed, the minimum sized weighing facility shall be a 60-ton capacity scale with a 10 foot by 70 foot platform or larger. The weighmaster must work in a position where it is possible to verify that the truck wheels are on or off the scales.

Weighing facilities shall meet the following minimum requirements:

- (a) Be an electronic design,
- (b) Use electronic load cells or have a fully enclosed and sealed weigh-beam,
- (c) Have digital weight meters sealed with a seal approved by the State,
- (d) Have a zero interlocking device on the printer,
- (e) Have an automatic zero-setting mechanism,
- (f) Have an automatic motion-detecting device,
- (g) Be shielded against radio or electromagnetic interference, and
- (h) Have a date and time stamp and gross and tare weights that print electronically with each weighing. Contracting Officer may waive electronic printing for public or third party weighing facilities.

Contractor shall bear all charges or fees for weighing services.

G.8.2 Presentation for Scaling. Contractor shall present products so that they may be Scaled in an economical and safe manner. If prior to Scaling, Included Timber is to be mixed with other timber, Contractor shall, prior to mixing, provide for distinguishing, by means approved by Forest Service, each product included in this contract.

Trees or pieces presented for Scaling that have not been bucked to separate material meeting minimum piece standards from material not meeting minimum piece standards due to diameter, shall be Scaled as though such bucking had been done.

Deductions made for rot, check, or other defects resulting from abnormal delay in Scaling caused by Contractor shall be recorded separately and charged to Integrated Resource Account under D.4.7.

Any timber that has been removed from Contract Area during the period of this contract, but remains unscaled after contract termination, shall be Scaled at the earliest reasonable date.

G.8.3 Scaling Other Products. The Scaled volume of material presented for Scaling in forms other than those stated in Division A., when appropriate, shall be converted to the Division A unit of measure by the application of standard converting factors and procedures in effect at the time the contract was sold. Other converting factors may be used by written agreement.

G.8.4 Accountability. When Scaling is performed away from Contract Area, products shall be accounted for in accordance with Forest Service written instructions or an Accountability Agreement between Forest Service and Contractor and as follows:

- (a) Contractor shall plainly mark or otherwise identify products prior to hauling in accordance with G.8.4.2;
- (b) Forest Service shall issue removal receipts to Contractor;
- (c) Contractor shall assign a competent individual at the landing to complete removal receipts and attach them to each load of products removed from Contract Area;
- (d) Removal receipts shall be returned to Forest Service at periodic intervals;
- (e) When products are in transit, the truck driver shall possess or display removal receipt and show it upon request as evidence of authority to move products;
- (f) The scaler's portion of removal receipt shall be surrendered at point of Scaling, the unloading point, or as requested by Forest Service; and
- (g) Contractor shall notify Forest Service of lost or off-loaded logs and their location within 12 hours of such loss.

Contractor shall not place products in storage for deferred Scaling until an accountability system has been agreed to in writing for a stated period.

G.8.4.1 Route of Haul. Contractor shall furnish a map showing the route of haul over which unscaled products will be transported from Contract Area to the approved Scaling location. Such route of haul shall be the shortest, most economical haul route available between the points.

Upon advance written agreement, other routes may be approved. All unscaled products removed from Contract Area shall be transported over the designated routes of haul. Contractor shall notify Forest Service when a load of products, after leaving Contract Area, will be delayed for more than 12 hours in reaching Scaling location.

Contractor shall require truck drivers to stop, if requested by Forest Service, for the following reasons:

- (a) For accountability checks when products are in transit from Contract Area to the designated Scaling location or

(b) For a remote check Scale when products are in transit after being truck Scaled at the designated Scaling location.

Contractor and Forest Service shall agree to locations for accountability checks and remote check Scales in advance of haul. Such locations shall be established only in areas where it is safe to stop trucks.

Forest Service shall notify Contractor of the methods to be used to alert truck drivers of an impending stop.

G.8.4.2 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) West of the 100th meridian, 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 shall 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.

G.8.5 Scaling Lost Products. The volume of lost products shall be determined by the best methods currently available, using data from the records for the period in which the loss occurred or the most applicable period if loss should occur substantially after cutting. In the absence of specific information indicating size or species of lost products, species distribution and volume for entire truckloads shall be assumed to be the same as the average volume scaled per truck during the report period, and for individual products it shall be assumed that the volume and species were the average volume of the highest priced species Scaled during the report period.

G.8.5.1 Scaling Lost Sample Loads. If Scaling is being done by sampling loads of logs, Contractor shall present such sample loads for Scaling by Forest Service. If loads of logs selected to be sample Scaled are placed in the decks before they are Scaled, they will be considered as lost sample loads. It will be difficult, if not impossible, to determine the volume and species contained in such loads for payment purposes. Therefore, lost sample loads will be deemed to have a Scale volume and species composition equal to that of the highest value load Scaled during the sampling period, as established by Forest Service. If no sample loads were Scaled during the period, the Scale data for the high valued load

will be taken from the most current preceding sampling period with Scale. Sample loads lost as a result of Forest Service actions shall be treated as non-Scaled loads.

G.8.6 Scale Reports. Forest Service shall provide Contractor a copy of Forest Service scaler's record, if requested in writing.

I.0—OTHER CONDITIONS

I.1 Title and Liability.

I.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, scaled, and 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 titled Product Payment Guarantee, shall be considered to be paid for. Title to any Included Timber that has been cut, scaled and 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.

I.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.

I.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.

K-C.3.0.1# - CUTTING UNIT BOUNDARIES (11/2006) The boundaries of cutting units are designated as shown in the following table. The trees used for boundary designation are not to be cut.

See Cutting Unit Boundary Designation Table Below

Cutting Unit Boundary Designation Table		
Cutting Unit	Paint Color	Designation
All	ORANGE or YELLOW	ORANGE or YELLOW stripes of paint on three sides of the cutting unit boundary tree.
		The middle stripe of paint faces the area to be cut.

K-C.3.5.1# – DESIGNATION BY SPACING. (9/04) Within Subdivision(s) or cutting unit(s) 2, 3, 4, 5, as shown on Contract Area Map, all **Live and Dead** trees, except trees Marked with **ORANGE or Yellow** 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 17 feet. The tree is within 8 feet of a **live** tree that has a larger stump diameter than it; and the larger tree is not designated for cutting.

(c) The tree is Marked with **ORANGE or Yellow** 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 **ASPEN** shall be left as leave trees, unless Marked with **N/A** paint. No tree greater than or equal to **N/A** inches stump diameter shall be cut, unless Marked with **N/A** paint. Cutting unit boundaries and other trees that shall be left uncut are Marked with **ORANGE or Yellow** paint. Contractor and Forest Service shall agree to skid trail location. Skid trails shall be no greater than 12 feet wide with a 50 foot spacing.

K-C.3.5.7# - INDIVIDUAL TREES (CUT TREE MARKING) (11/2006) *Notwithstanding* C.3.5, individual trees are designated for cutting only if marked above and below stump height as show in the table below:

See Cut Tree Marking Table

Cut Tree Marking Table	
Cutting Units	Paint Color
1, 101, 102	BLUE or GREEN

K-G.2.2.3 - PROTECTION OF FENCES (11/2006) Unless otherwise agreed to in writing, all fences, as designated on Contract Area Map, which are required to be cut because of temporary road construction, skid road construction, or other logging activities, shall not be cut until the fence has first been "line braced" or "fence braced," to prevent loss of tension, on both sides of the wire span or series of short spans to be cut. The Contractor shall install temporary cattleguards in accordance with attached plans at each location where the fence is cut for temporary road access unless otherwise approved in writing by Forest Service. All fences will be restored promptly after logging to the condition existing immediately prior to logging. Fence repair will be kept current with logging operations.

K-G.3.1.2# - CONTRACT OPERATION RESTRICTIONS (11/2006) Unless otherwise agreed to in writing, contract operations will be restricted as listed below:

See Contract Operation Restriction Schedule

Contract Operation Restriction Schedule	
Cutting Unit	Completion Date and/or Sequence of Cutting
Units 101 and 102	November 15 th – March 31 st : Hauling prohibited for snowmobile grooming season.
Units 1-5	November 15 th -March 31 st . Operations prohibited for winter use area.
Bridge on FSR 244	Weight limit: Truck-38.45 tons, Truck and Pup-41.72 tons
Antelope Butte Parking	No overnight parking in Antelope Butte Resort parking lot unless coordinated with them.

K-G.6# - EROSION PREVENTION AND CONTROL (11/2006)

A. Contractor shall locate Temporary Roads on locations approved by the Forest Service. Such location shall include the marking of road centerline or grade-line and the setting of such construction stakes as are necessary to provide a suitable basis for economical construction and the protection of National Forest lands.

B. Skidding with tractors within **100** feet of live streams shall not be permitted except in places designated in advance by Forest Service, and in no event shall skid roads be located in live or intermittent Streamcourses. Skid trails shall be located high enough out of draws, swales, and valley bottoms to permit diversion of runoff water to natural undisturbed forest ground cover.

C. Prior to periods of accelerated water runoff, especially during the spring runoff and periods of heavy rainfall, Contractor shall inspect and open culverts and drainage structures, construct special cross ditches for road runoff, and take other reasonable measures needed to prevent soil erosion and siltation of streams.

D. Temporary Road surface width shall be limited to truck bunk width plus four (4) feet, except for needed turnouts which shall not exceed two (2) times the bunk width plus four (4) feet. If shovels or cranes with revolving carriage are used to skid or load, Temporary Road surface width equal to track width plus tail swing shall be permitted.

E. Unless otherwise agreed in writing, Contractor shall keep erosion control work current with his operations under the sale and in any case not later than 15 days after completion of skidding on each payment unit or cutting unit.

K-G.6.0.1# - EROSION CONTROL SEEDING (11/2006) Following completion of skidding and yarding operations in an area, Contractor shall seed and fertilize all exposed areas of raw soil as designated by the Forest Service on skid trails, landings, firebreaks, slides, slumps, Temporary Roads and traveled ways of Specified Roads N/A following closure specified in K-F.4.1#. Soil on areas to be seeded shall be left in a roughened condition favorable to the retention and germination of the seed. Scarification of traveled ways on Specified Roads listed above shall be to a minimum depth of **2** inches and a maximum depth of **4** inches.

Seed and fertilizer shall be spread evenly at the rate of **18** pounds of seed and N/A pounds of fertilizer per acre.

When fertilizer and seed are applied in separate operations, the second operation shall be carried out within **72** hours of the first.

Seeding shall be done during the period **September 1 to June15** and under the above specified conditions unless otherwise approved.

The kinds and amounts of seed to be sown in terms of pure live seed (PLS) shall be:

See Seed Application Table

Common Name	Species/Variety	% of Mix by Species	Recommended Mix LB PLS/Acre
Mountain brome	<i>Bromus marginatus</i> var. Bromar	55	10
Slender wheatgrass	<i>Agropyron trachycaulum</i> var. Pryor	28	5
Idaho fescue	<i>Festuca idahoensis</i>	17	3
Total		100%	18
*Double the seed rate if seed is broadcast rather than drilled ** PLS = pure live seed			

All seed purchased will be certified to be free of the noxious weed seeds from weeds listed on the current US Department of Agriculture (<http://www.plants.usda.gov/java/noxComposite>), Wyoming state, and County Noxious Weeds Lists (<http://www.wyoweed.org/weeds/state-designated-weeds>). Test results from a certified seed analyst and seed analysis labels attached to the bags will be provided to the Forest Service.

The following kinds and amounts of standard commercial fertilizer shall be used with guaranteed analysis of contents clearly marked on containers: N/A

K-G.6.7# - SLASH TREATMENT (11/2006) Slash is defined as any debris such as limbs, tree tops, boles, and other wood fiber pieces that are present and/or created as a result of violent storms, logging operations, thinning operations, or by the contractor’s activities. In areas where Contractor-created slash is intermingled and inseparable from pre-existing slash, slash disposal requirements shall apply to the pre-existing slash as well as the Contractor-created slash. Such areas are designated in the Contractor Slash Responsibility Table herein.

Slash created in the construction of Specified Roads shall not be considered as logging slash in this Section.

Unless otherwise agreed in writing, Contractor shall perform the following work described below and/or as shown on the Contract Area Map and/or Slash Disposal Map. Forest Service and Contractor shall jointly develop a schedule for completion of slash treatment on the various portions of the Contract Area.

See Contractor's Slash Responsibility Table

Contractor's Slash Responsibility Table	
Description of Unit(s)	Type of Slash Disposal
All	Landing Cleanup
All	Fell Damaged Residual
All	Scatter
1,2,3,4,5	Whole tree skidding and yarding required.

Contractor's Slash Responsibility Table	
Description of Unit(s)	Type of Slash Disposal
	Tops must remain intact with felled, INCLUDED timber until skidded and processed at landing locations.

1. Landing Cleanup

A landing is considered a place where any logs or products are gathered for loading. Logs not meeting utilization standards accumulated at landings shall be decked. All slash accumulated at landings shall be piled except if the woody debris will be used for road closures.

Piles shall be reasonably compact and free of soil to facilitate burning. Piles will not be less than **10** feet in height. Piles shall be of a size and location which will not impair road use or result in damage to residual timber. Generally, the distance from residual will need to be at least three times the pile height.

2. Fell Damaged Residual

Contractor shall fell all species over **4** feet in height not meeting minimum diameter specifications for Included Timber that are damaged beyond recovery by the Contractor's Operations. Such trees shall be limbed to a stem diameter of approximately **3** inches, at which point the top shall be cut from the remainder of the stem. These stems shall be bucked into lengths shorter than **12** feet.

3. Scatter

Logging slash shall be scattered to reduce slash concentrations with slash being generally left within **18** inches of the ground.

K-G.7.2# - TEMPORARY ROAD CONSTRUCTION SLASH DISPOSAL (11/2006) Slash treatment methods of Temporary Road slash shall be agreed to in writing prior to construction. Temporary Road slash shall be treated in accordance with the following:

- A. All timber within the road clearing limits which contains a product meeting the minimum piece specifications stated in A.2 shall be felled (not pushed over) and bucked in advance of road construction. All timber shall be felled within the clearing limits whenever it is feasible to do so.
- B. Timber within the clearing limits not meeting minimum piece specifications in A.2 and other debris from the clearing and grubbing operations more than **3** inches in diameter and **6** feet in length shall either be (a) utilized and removed from Contract Area, (b) burned within the right-of-way, (c) removed to designated locations shown on Contract Area Map for burying or later burning, (d) buried, (e) processed through a chipping machine, (f) scattered in such a manner as to avoid concentrations of slash and without damaging other trees or resource values, (g) windrowed (h) decked, or (i) a combination thereof.
- C. All material to be treated or disposed of shall be bucked into lengths not to exceed **6** feet before being piled or buried.

D. If debris is to be burned, burning shall be complete and shall be done at such times and in a manner approved in writing by Forest Service. Residual construction slash from burning shall be buried, scattered or removed to agreed locations.

E. Debris to be buried shall be placed in prepared holes, benches, or trenches at agreed locations and covered with not less than **N/A** feet of native soil or rock. Slash and debris may be buried in the roadway providing hauling can be supported and providing there is little probability or hazard of slope failure.

F. If debris is to be chipped, the chips shall be spread over the surface of the ground in such a manner that their loose depth does not exceed **4** inches. Chips may be mixed with soil within roadway.

G. Slash and debris may be scattered in those situations where the volume of slash or residual slash is relatively light and the adjacent stands of timber are sufficiently open to accommodate the scattering without damage.

H. When slash is to be windrowed, the windrow area shall be cleared. Windrows shall be placed parallel to and along the embankment toe. Windrows shall not be placed against trees.

I. If material is decked, logs not meeting Utilization Standards that are **5** inches or more in diameter shall be bucked into lengths not to exceed **16** feet and piled at agreed locations.

K-G.8.2.5# - SCALING AS PRESENTED (SALES BY LOAD COUNT) (01/2008) Unless otherwise agreed to in writing, notwithstanding criteria in G.8.2, volume for all material will be paid for at rates listed in A4 with a predetermined conversion factor of; **10.61 CCF per load, 85% sawtimber and 15% misc conv for a 5 axle log truck; 12.51 CCF per load, 85% sawtimber and 15% misc conv for a "North Dakota Self Loader" truck; 16.21 CCF per load, 85% sawtimber and 15% misc conv for a log truck and pup** times the total loads counted.

Unless otherwise agreed to in writing, log trucks are restricted to a maximum gross vehicle weight of; **80,000 pounds for a 5 axle log truck; 105,000 for a "North Dakota Self Loader" truck; 105,000 for a log truck and pup,** as well as State limits for width and height.

K-G.8.3# - PRODUCT ACCOUNTABILITY (11/2006)

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 sale. Product Removal Permit books, whether used or unused, shall be accountable property of Forest Service and shall be returned to issuing Ranger District in accordance with the instructions contained on the cover of each book. Each Product Removal Permit which is not returned will be considered a lost load and charged for as described in G.8.5 or G.8.5.1, as appropriate.
2. Contractor shall require all permits be filled out in ink, and otherwise completed, by an individual named in writing, showing the date loaded, sale brand, sale name, and destination where products will be unloaded. On the Load Permit, the month, day, and time the truck is loaded shall be punched out. Each permit will then be attached to the load in accordance with instructions on the inside cover of the Product Removal

Permit book. Products will not be hauled from the Contract Area without the Load Permit attached to the load.

3. Before products are hauled, the truck driver must sign the Woods Permit in ink using legal signature.

4. Each load will have the last three digits of the load receipt number painted on both ends of three logs with **RED** paint. All loads that consist of a truck and pup(s) must have the last three digits of the load receipt painted on both ends of three logs on all subunits of the combination.

K-G.8.5.3 - LOADS ALTERED IN ROUTE (11/2006) Loads of logs which are altered as a result of compliance with State Department of Transportation weight laws will be considered a non-verified load unless a Forest Service representative can verify the overweight load was totally delivered to the scaling site. If the load is verified by the Forest Service it may be processed through the normal sample selection process. Unless otherwise agreed to, off-loaded logs will not be stored at the weigh station site. Off-loaded logs will be delivered immediately to the designated scaling site. Logs will be off-loaded onto an empty truck and will have a log load removal receipt attached before proceeding from the weigh station. If logs are off-loaded onto another load of logs, both loads will be considered non-verified loads. Since non-verified loads will be larger than the largest load in the sample in any given billing period, Contractor agrees to pay an amount equivalent to and in addition to the amount payable at Current Contract Rates. Contractor is required to notify the Forest Service before off-loading of logs occurs.

K-I.6.8# – USE OF TIMBER (Option 1). (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.