

Contract Name: Texas Stewardship

K-C.1.1.1# - TIMBER SUBJECT TO AGREEMENT (09/2004)

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

Species	Product
<hr/>	
All Species	Landing Piles and Grn Bio Cv
All Species	5.0 inches D.B.H. Grn Bio Cv

that shall be Included Timber upon written agreement.

K-C.3.5.5# - DESIGNATION BY PRESCRIPTION (05/2015)

Within Subdivision(s) or Cutting Unit(s) 2, 10, 11, 14, 15, as shown on Contract Area Map, the following criteria shall be used by Contractor to designate trees and other products for cutting and removal:

- (a) 1/ Refer to the following pages for end results and other requirements for Designation by Prescription
- (b) Additional trees to be cut, if any, are marked by Forest Service with 2/ Blue tracer paint.
- (c) Cutting unit boundaries and other trees that shall be left uncut are marked by Forest Service with 2/ Orange tracer paint.

Contractor may select cut trees in cutting unit(s) 3/ N/A without pre-harvest marking in accordance with the criteria in (a). If specified in (a), Contractor shall mark leave trees in cutting unit(s) 4/ N/A with Contractor's non-tracer 2/ N/A paint for inspection and approval by Forest Service prior to cutting.

**Prescriptive Criteria/Associated Cutting Units**

DESCRIPTION PURSUANT TO K-C.3.5.5# DESIGNATION BY PRESCRIPTION (05/2015)

**Maximum Stump Diameters (inches)**

Species	Maximum
True Fir	26.7
Lodgepole Pine	25.5
Ponderosa Pine	25.8
Douglas-fir	27.9

**DXPre Subdivisions: 2, 11, 14, 15**

**End Result:** Improve white headed woodpecker habitat and increase resistance to bark beetles and fire by thinning commercial sized trees meeting A.2 specifications and less than maximum stump diameter stated in K-C.3.5.5

Prior to operations beginning each season, Contractor shall cut approximately five acres of a subdivision to demonstrate their understanding of the prescription and end results. Forest Service shall inspect and approve cutting of this test area prior to continuation. If the Contractor fails to demonstrate their ability to effectively implement the prescription, leave tree marking throughout the Subdivision will be required at the Contractor's expense. Biomass sized trees will be thinned to a spacing as outlined in Mandatory Project 002 and Optional project 003, and are not required to be Marked. Definition: Biomass trees are trees less than the minimum specifications stated in A.2 in the contract.

If at any time the Forest Service determines the Contractor failed to demonstrate their ability to effectively implement the prescription, the Contractor shall be required to Leave Tree Mark the entire subdivision before cutting. Forest Service shall inspect marking prior to cutting. Any additional marking will be at Contractor's expense.

The following criteria are presented in the order of importance:

1. Do not cut trees, regardless of size, that exhibit Old Growth Characteristics **(1/)**.
2. Do not cut trees greater than the maximum stump diameter **(2/)** (see table above).
3. Do not cut any trees Marked with orange paint.
4. Do not cut any Sugar Pine.
5. Cut all Live Lodgepole Pine less than 25.5 inches stump diameter **(2/)**.
6. In the remaining stand, thin live trees from below **(3/)** to achieve an average of **60** square feet of total basal area per acre **(4/)** (with an acceptable range at any point of **40** to **80** square feet of total basal area per acre), using a cut preference of: True Firs, Douglas-fir, and Ponderosa Pine.

**1/** Old Growth characteristics: Defined as ponderosa pine trees with orange/yellow bark with maximum fissure to fissure plate width greater than 6 inches and no knot/whorl indicators visible below main crown. For more information see Van Pelt, R. 2008 Identifying Old Trees and Forests in eastern Washington. Washington State Department of Natural Resources, Olympia, WA. 166 p.

**2/** Stump Diameter: Stump diameter is measured 4 inches above ground on the uphill side of the tree.

**3/** Thin from below: In general, the smallest trees will be removed first, leaving the largest most vigorous trees. Vigorous trees are indicated by dominate and co-dominate crown positions, crown ratios greater than 30%, and if dwarf mistletoe is present it must be restricted to the lower half of the crown. Use a cut preference of: True Firs, Douglas-fir, and Ponderosa Pine.

**4/** Basal Area Determination: Basal Area will be determined using a basal area factor of 10. Trees over 21.0 inches DBH will be included in the determination of basal area up to the maximum allowable range of 80 square feet. In areas where only trees over 21.0 inches DBH remain and they are in excess of the maximum allowable range, these excess trees will not be included in the stand average.

## DESCRIPTION PURSUANT TO K-C.3.5.5# DESIGNATION BY PRESCRIPTION (05/2015)

**Maximum Stump Diameters (inches)**

Species	Maximum
True Fir	26.7
Lodgepole Pine	25.5
Ponderosa Pine	25.8
Douglas-fir	27.9

DXPre Subdivision: 10

**End Result:** Improve white headed woodpecker habitat and increase resistance to bark beetles and fire by thinning commercial sized trees meeting A.2 specifications and less than maximum stump diameter stated in K-C.3.5.5

Prior to operations beginning each season, Contractor shall cut approximately five acres of a subdivision to demonstrate their understanding of the prescription and end results. Forest Service shall inspect and approve cutting of this test area prior to continuation. If the Contractor fails to demonstrate their ability to effectively implement the prescription, leave tree marking throughout the subdivision will be required at the Contractor's expense. Biomass sized trees will be thinned to a spacing as outlined in Mandatory Project 002 and Optional project 003, and are not required to be Marked. Definition: Biomass trees are trees less than the minimum specifications stated in A.2 in the contract.

If at any time the Forest Service determines the Contractor failed to demonstrate their ability to effectively implement the prescription, the Contractor shall be required to Leave Tree Mark the entire subdivision before cutting. Forest Service shall inspect marking prior to cutting. Any additional marking will be at Contractor's expense.

The following criteria are presented in the order of importance:

1. Do not cut trees, regardless of size, that exhibit Old Growth Characteristics **(1/)**.
2. Do not cut trees greater than the maximum stump diameter **(2/)** (see table above).
3. Do not cut any trees Marked with orange paint.
4. Do not cut any Sugar Pine.
5. Cut all Live Lodgepole Pine less than 25.5 inches stump diameter **(2/)**.
6. In the remaining stand, thin live trees from below **(3/)** to achieve an average of **50** square feet of total basal area per acre **(4/)** (with an acceptable range at any point of **30** to **70** square feet of total basal area per acre), using a cut preference of: True Firs, Douglas-fir, and Ponderosa Pine.

**1/** Old Growth characteristics: Defined as ponderosa pine trees with orange/yellow bark with maximum fissure to fissure plate width greater than 6 inches and no knot/whorl indicators visible below main crown. For more information see Van Pelt, R. 2008 Identifying Old Trees and Forests in eastern Washington. Washington State Department of Natural Resources, Olympia, WA. 166 p.

**2/** Stump Diameter: Stump diameter is measured 4 inches above ground on the uphill side of the tree.

**3/** Thin from below: In general, the smallest trees will be removed first, leaving the largest most vigorous trees. Vigorous trees are indicated by dominate and co-dominate crown positions, crown ratios greater than 30%, and if dwarf mistletoe is present it must be restricted to the lower half of the crown. Use a cut preference of: True Firs, Douglas-fir, and Ponderosa Pine.

**4/** Basal Area Determination: Basal Area will be determined using a basal area factor of 10. Trees over 21.0 inches DBH will be included in the determination of basal area up to the maximum allowable range of 80 square feet. In areas where only trees over 21.0 inches DBH remain and they are in excess of the maximum allowable range, these excess trees will not be included in the stand average.

Contract Name: Texas Stewardship

K-C.3.5.7# - INDIVIDUAL TREE DESIGNATION (OPTION 1) (06/2008)

All live trees not Marked with orange paint above and below stump height in Subdivisions: 1, 3, 13, and 16.  
All trees Marked with blue paint above and below stump height in Subdivisions: 4, 6, 7, 8, 9, 12, and 17.  
All live Lodgepole pine trees not Marked with orange paint above and below stump height, and All Ponderosa Pine Marked with blue paint above and below stump height in Subdivision: 5 which meet the minimum tree diameter stated in A.2 are designated for cutting. Additional timber to be cut, if any, will be designated for cutting in accordance with C.3.7.

Leave trees, Marked with Orange, or identified by, Blue Tags, are not to be cut, unless designated by the Forest Service.

K-D.4.7# - ABNORMAL DELAY (05/2005)

Unless otherwise agreed, felled timber meeting Utilization Standards shall be removed by Contractor pursuant to C.2 and shall be presented for Scaling within the time period indicated in the following removal schedule. The number of days shown are consecutive calendar days.

Failure to remove and present such timber for Scaling within the required time limits will be considered abnormal delay, subject to D.4.7.

**See attached removal schedule.**

REMOVAL SCHEDULE PURSUANT TO K-D.4.7# - ABNORMAL DELAY (05/2005)

REMOVAL SCHEDULE

<u>Included Timber</u>	<u>Time Limits</u>
ALL.	60 days after felling is started.
All timber decked during construction clearing.	N/A days after felling on each Specified Road constructed by Contractor is initiated.
Timber decked during road construction.	N/A days after Forest Service authorizes Contractor to use roads pursuant to F.2.

Contract Name: Texas Stewardship

K-E.2.2 - CHANGES IN STEWARDSHIP CREDITS (06/2008)

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

- (1) Specifications for Stewardship Projects listed in K-G.9#.
- (2) Quantities of Stewardship Projects listed in A.4.3.
- (3) Prices for Stewardship Projects listed in A.4.3.
- (4) Place of performance of the Stewardship Projects as shown on the Contract Area Map.

In addition, by written agreement, new Stewardship Projects may be added to K-G.9# and A.4.3 as long as they are within the general scope of this contract. Contract Area may be expanded to add new stewardship projects.

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

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

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

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

In addition, by written modification of the contract, new Stewardship Projects may be added to K-G.9# and A.4.3, with or without expanding the Contract Area, as long as they are within the general scope of this contract.

Contract Name: Texas Stewardship

K-E.4 - PAYMENTS NOT RECEIVED (08/2012)

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

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

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

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

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

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

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

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

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

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

Contract Name: Texas Stewardship

K-F.1.2# - USE OF ROADS BY CONTRACTOR (09/2004)

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

Code	Use Limitations
X	Hauling prohibited
R	Hauling restricted
U	Unsuitable for hauling prior to completion of agreed reconstruction
P	Use prohibited
A	Public use restriction
W	Regulation waiver

Roads coded A will be signed by Forest Service to inform the public of use restrictions. Contractor's use of roads coded R, A, or W shall be in accordance with the following restrictions:

**See Restricted Road List Table.**

K-F.1.2# - USE OF ROADS BY CONTRACTOR. (9/04)

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

<u>Code</u>	<u>Use Limitations</u>
X	Hauling prohibited
R	Hauling restricted
U	Unsuitable for hauling prior to completion of agreed reconstruction
P	Use prohibited
A	Public use restriction
W	Regulation waiver

Roads coded A will be signed by Forest Service to inform the public of use restrictions. Contractor's use of roads coded R, A, or W Shall be in accordance with the following restrictions:

**Restricted Road List**

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
All Roads	N/A	As Designated		R	All operations are restricted to green dot roads and Subdivision(s) adjacent to green dot roads, three (3) days prior to opening of Controlled Buck Deer Season and continuing until the termination of the Controlled Buck Deer Season as designated in the current Oregon Big Game Regulations and Walker Rim Cooperative Travel Management Area.

**Title and Date of Governing Road Rules Document:**

Deschutes National Forest  
Commercial Road Rules

June 2009  
Effective Date

Contract Name: Texas Stewardship

K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/2004)

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

**See Contract Road Maintenance Requirements Summary Table.**

K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS. (9/04) Contractor shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

Road	Termini		Miles	Applicable <b>Pre-Haul</b> Road Maintenance Specifications									
	From	To		T-803	T-811	T-831	T-832	T-834	T-838	T-839	T-851	T-854	T-891
9400000	Hwy 97	9755000	1.01	P	P	P	P	P			P	P	P
9400050	9400000	9753000	0.23	P	P	P	P	P			P	P	P
9400060	9400000	9400070	1.77	P		P		P		P		P	P
9400070	9400060	9400060	1.24	P		P		P		P		P	P
9753000	9755000	9400050	5.01	P	P	P	P	P			P	P	P
9753600 N	9755000	Unit 7	0.06	P		P		P		P		P	P
9753600 S	9753620	9753950	0.66	P		P		P		P		P	P
9753620	9753000	9753600	0.31	P		P	P	P	P			P	P
9753900	9753620	9755000	2.09	P		P		P		P		P	P
9753945	9753900	9753600	0.29	P		P		P		P		P	P
9753950	9753900	9753600	1.40	P		P		P		P		P	P
9753990	9753900	9755600	0.84	P		P		P		P		P	P
9753997	9753900	End Rd.	0.06	P		P		P		P		P	P
9755000	Hwy 97	9400000	8.57	P	P	P	P	P			P	P	P
9755012	9755000	Unit 3	2.10	P		P	P	P	P			P	P
9755050 N	9755000	9755054	0.63	P		P		P		P		P	P
9755050 S	9755000	9753900	0.24	P		P		P		P		P	P
9755054	9755050	9755050	0.68	P		P		P		P		P	P
9755150	9755000	End Rd.	2.35	P		P	P	P	P			P	P
9755200	9755000	End Rd.	2.00	P		P		P		P		P	P
9755560	9755000	9756100	0.34	P		P		P		P		P	P
9755600	9755000	9753990	0.32	P		P		P		P		P	P
9755700	9755000	9755710	0.17	P		P		P		P		P	P
9755710	9755700	End Rd.	0.22	P		P		P		P		P	P
9755800	9755000	9755950	0.52	P		P		P		P		P	P
9756100	9755560	Unit 7	0.24	P		P		P		P		P	P

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

Road	Termini		Miles	Applicable <u>During Haul</u> Road Maintenance Specifications									
	From	To		T-803	T-811	T-812	T-831	T-832	T-834	T-838	T-839	T-851	T-891
9400000	Hwy 97	9755000	1.01	P	P	P	P	P	P			P	P
9400050	9400000	9753000	0.23	P	P	P	P	P	P			P	P
9400060	9400000	9400070	1.77	P		P	P		P		P		P
9400070	9400060	9400060	1.24	P		P	P		P		P		P
9753000	9755000	9400050	5.01	P	P	P	P	P	P			P	P
9753600 N	9755000	Unit 7	0.06	P		P	P		P		P		P
9753600 S	9753620	9753950	0.66	P		P	P		P		P		P
9753620	9753000	9753600	0.31	P		P	P	P	P	P			P
9753900	9753620	9755000	2.09	P		P	P		P		P		P
9753945	9753900	9753600	0.29	P		P	P		P		P		P
9753950	9753900	9753600	1.40	P		P	P		P		P		P
9753990	9753900	9755600	0.84	P		P	P		P		P		P
9753997	9753900	End Rd.	0.06	P		P	P		P		P		P
9755000	Hwy 97	9400000	8.57	P	P	P	P	P	P			P	P
9755012	9755000	Unit 3	2.10	P		P	P	P	P	P			P
9755050 N	9755000	9755054	0.63	P		P	P		P		P		P
9755050 S	9755000	9753900	0.24	P		P	P		P		P		P
9755054	9755050	9755050	0.68	P		P	P		P		P		P
9755150	9755000	End Rd.	2.35	P		P	P	P	P	P			P
9755200	9755000	End Rd.	2.00	P		P	P		P		P		P
9755560	9755000	9756100	0.34	P		P	P		P		P		P
9755600	9755000	9753990	0.32	P		P	P		P		P		P
9755700	9755000	9755710	0.17	P		P	P		P		P		P
9755710	9755700	End Rd.	0.22	P		P	P		P		P		P
9755800	9755000	9755950	0.52	P		P	P		P		P		P
9756100	9755560	Unit 7	0.24	P		P	P		P		P		P

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

Road	Termini		Miles	Applicable <u>Post Haul</u> Road Maintenance Specifications											
	From	To		T-811	T-835	T-838	T-839	T-891							
9400000	Hwy 97	9755000	1.01	P				P							
9400050	9400000	9753000	0.23	P				P							
9400060	9400000	9400070	1.77		P			P	P						
9400070	9400060	9400060	1.24		P			P	P						
9753000	9755000	9400050	5.01	P					P						
9753600 N	9755000	Unit 7	0.06		P			P	P						
9753600 S	9753620	9753950	0.66		P			P	P						
9753620	9753000	9753600	0.31				P		P						
9753900	9753620	9755000	2.09		P			P	P						
9753945	9753900	9753600	0.29		P			P	P						
9753950	9753900	9753600	1.40		P			P	P						
9753990	9753900	9755600	0.84		P			P	P						
9753997	9753900	End Rd.	0.06		P			P	P						
9755000	Hwy 97	9400000	8.57	P					P						
9755012	9755000	Unit 3	2.10				P		P						
9755050 N	9755000	9755054	0.63		P			P	P						
9755050 S	9755000	9753900	0.24		P			P	P						
9755054	9755050	9755050	0.68		P			P	P						
9755150	9755000	End Rd.	2.35				P		P						
9755200	9755000	End Rd.	2.00		P			P	P						
9755560	9755000	9756100	0.34		P			P	P						
9755600	9755000	9753990	0.32		P			P	P						
9755700	9755000	9755710	0.17		P			P	P						
9755710	9755700	End Rd.	0.22		P			P	P						
9755800	9755000	9755950	0.52		P			P	P						
9756100	9755560	Unit 7	0.24		P			P	P						

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

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION TABLE PURSUANT TO  
K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/2004)

1 Road No. and Termini	2 Special Project Specifi- cation	3 Travel Way		4 Brush And Log Out	5 Surfacing	6 Dust Abatement Application		7 Seasonal Mainte- nance	8 Snow Removal		9 Post Haul	
		Width	Slope			Product	Rate		Block	Treat		
												Comp
94 US 97 to 9755000	T-803-01F			4 Ft. Lt. and Rt.	<b>Surface Rock Deposit, See K- F.3.2#</b>			W	TS		P	
	T-812-01F	EX	C			A	EX					
	T-832-01F						OPT					
	T-834-01F											
	T-891-01F											
9400050 94 to 9753	T-803-01F			4 Ft. Lt. and Rt.				W	TS		P	
	T-812-01F	EX	C			A	EX					
	T-832-01F						OPT					
	T-834-01F											
	T-891-01F											
9400060 94 to 9400070	T-803-01F			T-839				W	TS		P	
	T-812-01F						EX					
	T-834-01F						OPT					
	T-835-01F											
	T-891-01F											
9400070 9400060 to 9400060	T-803-01F			T-839				W	TS		P	
	T-812-01F						EX					
	T-834-01F						OPT					
	T-835-01F											
	T-891-01F											
9753 9755 to 9400050	T-803-01F			4 Ft. Lt. and Rt.				W	TS		P	
	T-812-01F	EX	C			A	EX					
	T-832-01F						OPT					
	T-834-01F											
	T-891-01F											
9753600 N 9755 to Unit 7	T-803-01F			T-839				W	TS		P	
	T-812-01F						EX					
	T-834-01F						OPT					
	T-835-01F											
	T-891-01F											









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

Column No.	Heading	Entry	Explanation
	Any	Blank	Except as otherwise described, no entry indicates Contractor is not authorized or required to perform the work item(s).
	Any	RC	This work requirement applies only when haul of project related construction materials occurs.
2	Special Project Specification	Number	Entry indicates Special Project Specification which applies.
3	Travel Way	EX	Contractor Shall maintain the traveled way to the width existing upon entry, or at the completion of Specified Road work.
		Numbers	Contractor Shall maintain the traveled way to the standard width indicated by the entry, plus curve widening, in accordance with Section T-811. If required, the road template Shall be shaped to this width and to the designated cross slope before haul and during recurring maintenance.
		IS, C, OS, F, or AI	Cross slopes are designated as: IS (Inslope), C (Crown), OS (Outslope), F (Flat), AI (As Is).
		A or B	If compaction is required.
4	Brush and Log Out	Numeric & R and or L	Contractor Shall remove brush for specified width on either or both the right (R) side or left (L) side of road.
		As Staked	Limits of brushing are as staked or Marked in the field.
		OPT	Contractor may use hand or mechanical means of brushing.
		H	Only hand brushing may be used.

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

Column No.	Heading	Entry	Explanation
5	Surfacing	Aggregate Grading	Contractor Shall place surfacing on roads listed according to the grading indicated.
		D	Contractor is to make deposits for listed road maintenance, including surface rock replacement.
6	Dust Abatement	OPT	Product selection is Contractor's choice from those listed in Section T-812.
		Product Abbr.	Unless otherwise agreed, Contractor is restricted to product listed corresponding to the abbreviation shown in Section T-812; (i.e., LigS = Lignon Sulfonate) Application rates are estimated amounts.
		EX	Contractor Shall abate dust on the existing width
		Numbers	Contractor Shall abate dust to the width indicated by entry.
7	Seasonal Maintenance	W	Waterbars and/or crossditching Shall be required prior to expected seasonal precipitation.
		B	Entrance barriers Shall be installed by Contractor prior to nonuse periods.
8	Snow Removal	TS	Snowplowing authorized for Contractor's Operations without recreation access being provided per Section T-803 requirements.
		JU	Snowplowing authorized, but must provide for recreation joint use per Section T-803 requirements.
		Blank	Snowplowing is not authorized. Forest Service may authorize plowing by permit when not in conflict with other uses.
9	Post Haul	P	P denotes that work is Contractor's Responsibility to perform.

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K-F.3.2# - ROAD MAINTENANCE DEPOSIT SCHEDULE (08/2012)

Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Contractor's performance of road maintenance, Contractor shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Contractor's commensurate use of each road listed in the Road Maintenance Plan in K-F.3.1#.

Contractor and Forest Service may agree in writing on adjustment of such rates. If Contractor uses roads under jurisdiction of Forest Service other than those listed in the Road Maintenance Plan, Forest Service shall establish rates commensurate with Contractor's use of such roads.

The Required Deposits for Forest Service work in lieu of Contractor performance are \$.08 per Ton for recurrent maintenance, and N/A per Ton for deferred maintenance.

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

<b>Deposit Made To</b>	<b>Rate</b>	<b>Unit of Measure</b>
N/A		

K-G.3.1.5# - PROJECT OPERATION SCHEDULE (05/2005)

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

**See attached schedule.**

SCHEDULE PURSUANT TO K-G.3.1.5# PROJECT OPERATION SCHEDULE. (05/2005)

Subdivisions	Operating Conditions	Purpose
9	No operations permitted from May 1 through June 30.	To avoid disturbance to mule deer fawning and elk calving.*
3, 4, and 21	No operations permitted from March 1 through August 31.	To avoid disturbance to nesting raptors.*
All	All operations are restricted to green dot roads and Subdivision(s) adjacent to green dot roads, three (3) days prior to opening of Controlled Buck Deer Season and continuing until the termination of the Controlled Buck Deer Season as designated in the current Oregon Big Game Regulations and Walker Rim Cooperative Travel Management Area.	During deer rifle hunting season, all operations associated with timber harvest would honor agreements with the green dot system and access management restrictions for motorized vehicles.

\* Waivers of the fawning/calving and raptor restriction may be possible if animals are not in the area. Contractor may request a waiver, in writing, no later than April 1 annually.

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K-G.4.0.5 - ALTERNATE REMOVAL OF INCLUDED TIMBER (05/2005)

Contractor and Forest Service may agree to alternate removal requirements of Included Timber contained in A.2. Alternate removal requirements are to be set forth in an agreement signed by both Contractor and Contracting Officer. The terms of the agreement binds both parties and becomes part of the stewardship contract.

The development and execution of the agreement is based upon the determination by the Contracting Officer that removal of Included Timber is economically impractical if Contractor has no ready market for such logs in the tributary area. A tributary area is defined as the area in which the Contractor and competitors regularly deliver saw logs, or 200 miles from the Contract Area, whichever distance is greater.

The agreement for alternate removal requirements shall be executed prior to removing any timber from the Subdivisions included in the agreement. Alternate removal requirements shall apply only to whole units and not to portions of units. All material meeting alternate removal specifications shall be cut and removed to locations designated in the agreement.

Volumes of material with alternate removal requirements will be determined from the National Cruise report for the project. Contractor will be charged for the following:

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

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

Upon acceptance of the alternate removal requirements, the Subdivision will be removed from the Contract Area under G.3.6.

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

K-G.4.1# - SPECIFIC REQUIREMENTS (05/2005)

Notwithstanding G.4.1, G.4.1.1, G.5 and G.6.1, felling objectives shall be accomplished by the type of felling methods and equipment listed herein. Methods or equipment other than those specified may be approved. For Subdivisions shown in the following table, Contractor shall submit a cutting plan for Forest Service acceptance, prior to the start of felling operations.

**See attached Table.**

TABLE PURSUANT TO K-G.4.1# SPECIFIC REQUIREMENTS (05/2005)

<u>FELLING METHODS</u>	<u>SUBDIVISIONS</u>
If included in Technical Proposal and accepted by the Forest Service, mechanized felling equipment will be allowed a single pass out and back from main skid trail.	ALL
Minimum four (4) inch stump height on uphill side of tree	2,10,11,14, and 15

<u>FELLING EQUIPMENT</u>	<u>SUBDIVISIONS</u>
As included in Technical Proposal and accepted by the Forest Service.	ALL

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K-G.4.2# - YARDING/SKIDDING REQUIREMENTS (05/2005)

Contractor shall submit for Forest Service approval a Yarding/Skidding Plan prior to the start of felling operations. Requirements other than those specified in the following table may be approved. When appropriate, such approval shall include adjustments in Current Contract Rates and revision of the Contract Area Map. In no such case shall the adjustments result in Current Contract Rates less than Base Rates.

Location of all skid roads and trails, tractor roads, skyline corridors, mechanized harvester trails, forwarder roads, and other log skidding facilities, shall be approved prior to their use or construction.

**See attached table for requirements.**

TABLE PURSUANT TO K-G.4.2# YARDING/SKIDDING REQUIREMENTS (05/2005)

Yarding & Skidding Requirements	Subdivisions
Ground based equipment required.	All
Leading end of log shall be suspended while skidding on skid roads/trails.	ALL
Skidding equipment is restricted to approved skid roads/trails.	ALL
Distance between skid roads/trails shall be an average of 100 feet apart, unless otherwise agreed to in writing.	ALL
Use existing skid trails and landings when feasible.	ALL

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K-G.6.0# - EROSION CONTROL AND SOIL TREATMENT BY CONTRACTOR (04/2014)

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

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

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

(a) Where staked or otherwise marked on the ground by Forest Service, seed, fertilizer, and mulch will be applied as indicated in the attached seeding, fertilizing, and mulching schedule. All applications shall be current and done during the period from N/A to N/A, unless otherwise agreed to. Applications shall be done only during favorable conditions. If Contractor and Forest Service agree, seed can be applied and covered within 10 days of ground disturbance, and may be done outside the required periods.

(b) Where shown on Contract Area Map, landings, Temporary Roads and/or skidtrails/roads shall be scarified to a depth of 20 inches to provide a seedbed for grass seed, fertilizer, and mulch. Seed, fertilizer, and mulch shall be spread evenly at the rates shown in the table. When the seed, fertilizer, and mulch are applied in separate operations, the second or third operations shall be within 10 days of the first or second.

(c) Where shown on Contract Area Map, landings, Temporary Roads, and skid trails/roads used by Contractor shall be subsoiled to a minimum depth of 20 inches, except that Forest Service may agree to lesser depths. Each subsoiler shank shall be equipped with a shoe and wings which has a total width of at least 18 inches. The design of the shank and wings will be such that the treated, compacted soil is slightly lifted and well-fractured rather than plowed, mixed, or displaced. The distance between subsoiler shank passes shall not exceed 36 inches. Treated areas shall span the total width of compaction. Subsoiling shall be kept reasonably current and shall be done during Normal Operating Season unless otherwise agreed.

(d) When agreed to, Contractor may use alternate methods of erosion control.

Seed shall meet current Forest Service requirements, with the additional requirement that no seed containing any noxious weed seed in excess of established state limitations as listed in the current "State Noxious Weed Requirements Recognized in the Administration of the Federal Seed Act" publication will be used (commonly referred to as the "all states" noxious weed seed list). Seed shall be furnished separately or in mixture in standard containers clearly marked with: (1) seed name; (2) lot number; (3) net weight; (4) percentages of purity and of germination (in case of legumes, percentage of germination to include hard seed); (5) percentage of weed seed content; and (6) certification that no noxious weed seeds in excess of established state standards are present. The contractor shall furnish the Government duplicate signed copies of a certificate, signed by a Registered Seed Technologist or Seed Analyst (certified through either the Association of Official Seed Analysis or the Society of Commercial Seed Technologists), certifying that each lot of seed has been tested in accordance with the Association of Official Seed Analysts Standards within 12 months prior to date of application. This certificate shall include (1) name and address of laboratory, (2) date of test, (3) lot number for each kind of seed, (4) name of seed, (5) percentage of

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germination, (6) percentage of purity, (7) percentage of weed seed content, and (8) certification that no noxious weed seeds in excess of established state limitations are present in any kind of seed.

Legume seed shall be inoculated with approved cultures in accordance with the instructions of the manufacturer.

No seed may be applied without prior written approval by the government.

(e) Contractor may be required to seed areas disturbed by harvest activities to prevent the spread of noxious weeds, or the establishment of new areas.

**See attached application schedule.**

APPLICATION SCHEDULE PURSUANT TO K-G.6.0# EROSION CONTROL AND SOIL TREATMENT BY CONTRACTOR (04/2014)

SUBDIVISIONS	AREAS	SEED		FERTILIZER		MULCH	
	A) SKID TRAILS B) FIRELINES C) TEMP. ROADS D) LANDINGS E) OTHER	APPLICATION		APPLICATION		APPLICATION	
		SPECIES <u>1</u> / MIXTURE	LBS/AC	TYPE <u>2</u> / LBS/AC	LBS/AC	TYPE <u>3</u> / LBS/AC	LBS/AC
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

The Contractor will be required to pay a co-op deposit of \$0.02/Ton for the cultivation and harvest of replacement seed of native species for use on future contracts. Seed for erosion control and soil treatment purposes N/A be provided to the contractor.

1/ For projects in Oregon, the seed shall meet the State certification specifications. Seed must be packaged in containers carrying official certification labels sewn in, glued to, or printed upon the container, with the following information:

1. Variety (if certified as to variety) and kind.
2. Quantity of seed (pounds or bushels).
3. Class of certified seed (blue tags for certified seed).
4. Inspection or lot number traceable to the certifying agency's records.

For projects in Washington, the seed shall be labeled as "Prohibited and Restricted Noxious Weed Free for the State of Washington." The Contractor shall furnish a copy of the seed analysis.

For state of California lands in Region 6, seed must be certified by the state of California, or by an independent agency or company that is approved by the state of California for "prohibited and restricted noxious weed free for the state of California."

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

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

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

2/ Fertilizer shall be a standard commercial fertilizer with guaranteed analysis of contents clearly marked on containers.

3/ Mulch shall meet the appropriate State's certification specifications, with evidence of its certification traceable to the certifying agency's records.

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K-G.7 - SLASH DISPOSAL (06/2008)

As used in the following Subsections, the term "slash" is vegetative debris including, but not limited to, cull logs, blasted or pushed-out stumps, chunks, broken tops, limbs, branches, rotten wood, damaged brush, damaged or destroyed reproduction, saplings or poles, resulting from Contractor's Operations, including construction of roads or other improvements under this contract. Slash resulting from the construction of Specified Roads shall be disposed of as provided for in Section 201 of the Standard and Special Specifications and as shown in Drawings.

Any burning of slash or refuse by Contractor is subject to K-H.2.0.1.

Forest Service may enter into a written agreement with Contractor for the Contractor to remove slash from landings, subject to D.4.1. Brush disposal deposits paid by the Contractor for the Forest Service to burn landing piles will be credited to the Contractor's integrated resource account in the amount shown in the brush disposal plan, less the amount needed by the Forest Service for final cleanup of the landings following removal of the landing slash piles by the Contractor. The credit will be made following the final removal of all Included Timber, and slash piles, from the Contract Area.

K-G.7.4.2# - SLASH TREATMENT REQUIREMENTS (OPTION 2) (06/2008)

Contractor shall pile, burn, yard, construct firelines or otherwise treat slash defined in K-G.7, within designated areas. Work required of Contractor shall be in accordance with the following slash plan and specifications, and the Contract Area Map.

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

**See following specifications.**

SPECIFICATIONS PURSUANT TO K-G.7.4.2# (OPTION 2) SLASH TREATMENT REQUIREMENTS  
(06/2008)

Slash Plans and Specifications for Piling Landings, Whole Tree Yarding, and Leave Tops  
Attached Yarding

1. Slash to be Piled and/or Decked

- A. Slash resulting from the construction of landings and temporary roads, and slash accumulated on landings from operations shall be piled and/or decked. Partially pushed out stumps are considered to be included as pushed out stumps in the K-G.7 definition of Slash.
- B. Slash created as a result of operations which lies outside the posted cutting area is not required to be piled unless within a landing or temporary road. However, such slash shall be pulled inside the posted cutting area boundary.
- C. Chips created and not removed from chipping operations on the landings are to be scattered across the entire area of the landings to a depth of no more than three inches. If residue/slash cannot be spread less than three inches of depth over the landing area, it shall be piled on the landing site.
- D. Material that is planned to be utilized (i.e. chips) shall be piled on the landing site, or at location designated by the Forest Service, in accordance with construction guidelines listed below in Item #2.
- E. For safe and efficient operations at landings, to keep landing size small, and to keep piles from burning too long and hot, any pieces NOT meeting A.2 specifications and longer than 6.0 feet shall be placed in separate pile(s). The pieces in the pile shall be placed parallel to each other similar to log decks, and placed where shifting and rolling will not occur. Unless otherwise agreed, these piles shall be no higher than 6 feet.

2. Construction and Location of Piles and/or Decks

- A. Slash piles shall be located at least 25 feet from the crown or drip line of any dead or live tree or equal-distance between standing dead or live trees, whichever is greater. These piles shall be a minimum of 10 feet in height and 12 feet in diameter, if sufficient slash is available.
- B. All piles shall be compact and free of dirt and rocks.
- C. All material extending beyond the general contour of the piled slash shall be trimmed off and added to the pile.
- D. Stumps will be placed on top of piles.
- E. Piles as defined in Item 1 part E, shall be located in agreed upon locations near the landing site. These piles can be placed adjacent to standing trees.

3. Equipment Requirements

- a. Machines used for piling slash shall be approved by the Forest Service.
- b. Chipping operations are prohibited except at locations designated by Forest Service. Roads within the contract area shall not be altered to allow chippers and chip vans access.

4. Whole Tree Yarding:

All trees meeting Utilization Standards which are less than 60 feet in length are required to be Whole Tree Yarded to the landing. Any portions of live trees which break and/or cut during felling or yarding, and are 6 feet or more in length shall be yarded to the landing.

SPECIFICATIONS PURSUANT TO K-G.7.4.2# (OPTION 2) SLASH TREATMENT REQUIREMENTS  
(06/2008)

Slash Plans and Specifications for Piling Landings, Whole Tree Yarding, and Leave Tops  
Attached Yarding Continued

5. Leave Top Attached Yarding:

All trees meeting Utilization Standards which are 60 feet in length and greater are required to have tops and limbs attached to the last log while being yarded to the landing. Any portions of live trees which break and/or cut during felling or yarding, and are 6 feet or more in length shall be yarded to the landing.

6. Applicable Area:

Contractor shall yard and dispose of slash, in accordance with specifications, where shown on the Contractor Area Map and Slash Disposal Map in the following Subdivisions: ALL

7. Disposal of Tops:

Tops yarded to the landing, as defined in K-G.7, shall be considered landing slash and shall be disposed of as such.

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K-G.8.4 - USE OF PAINT BY CONTRACTOR (OPTION 1) (06/2006)

Notwithstanding G.8.4.2, use of paint by the Contractor within the Contract Area in the same color(s) used by the Forest Service in the preparation and administration of the contract will be by written approval of the Forest Service.

K-G.8.5.1 - WEIGHT OF LOST LOADS (04/2014)

Contractor shall present all loads for weighing and shall furnish a weight ticket for each load pursuant to a weighing services agreement. Any load for which a weight ticket is not provided, or the weight ticket is incomplete or unreadable, or does not include the Forest Service load receipt number, shall be considered a lost sample load with a net weight equal to the load with the heaviest net weight presented during the billing period, as established by the Forest Service.

K-G.9# - STEWARDSHIP PROJECTS (09/2004)

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

**Stewardship Projects**

K-G.9# STEWARDSHIP PROJECTS. (9/04)

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

Mandatory Project Number 001 - Wildlife Snag Creation. See attached requirements and specifications.

Mandatory Project Number 002 - Pre-Commercial Thinning and Slash Treatment. See attached requirements and specifications.

Optional Project Number 003 - Pre-Commercial Thinning and Slash Treatment. See attached requirements and specifications.

**ATTACHMENT A**

**Mandatory Project 001: Wildlife Snag Creation**

**End Result:** Provide habitat for woodpeckers by topping identified Ponderosa Pine wildlife trees. **\*Subdivision 6 has 1 White Fir Wildlife snag to be created.**

<b>Subdivision</b>	<b>Snags to be Created (PP)</b>
2	24
3	25
4	14
<b>6*</b>	<b>27 + 1 White Fir</b>
7	91
8	44
9	123
10	55
11	11
12	13
14	15
15	76
Total	519

**Project Location:** The locations of the work sites are shown on the Contract Area Map. This project work will occur within the boundaries of Subdivisions: **2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 14, and 15.**

**Technical Specifications for Mandatory Project 001:** Trees marked with double orange bands will be cut as high as safely possible, but below the last live limb. The resulting top shall remain in place and not removed.

**Mandatory Project 002: Pre-Commercial Thinning and Slash Treatment**

**End Result:** Improve white headed woodpecker habitat and increase resistance to bark beetles and fire by thinning small diameter non-commercial sized trees greater than 12 inches tall and less than the minimum specifications stated in A.2. Treat all activity created slash. Treat down wood less than 8 inches in diameter at the small end in pure Lodgepole pine stands, and less than 9 inches in diameter at the small end in all other stands, to achieve less than 9 Tons/acre fuel loading in the above stated diameter size classes.

**Project Location:** The locations of the work sites are shown on the Contract Area Map. This project work will occur only within the boundaries of Subdivisions 1, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17.

**Technical Specifications for Mandatory Project 002:**

Listed tree spacing requirements are stand averages. Spacing between individual trees may be plus or minus 50% of stated spacing in order to select the best tree. For example, an 18 foot average spacing may have individual trees spaced between 9 and 27 feet apart.

Tree condition/Vigor

Leave the largest, healthiest, most vigorous, least defective trees available. These are trees with more than 30 percent live crown ratio, dark green foliage, and long needles, with low branch/twig mortality, and the least stem defect (crooks, forks, etc.).

Species Composition

Leave tree species preference is healthy ponderosa pine, sugar pine, Douglas-fir, white fir, then lodgepole pine.

Cutting Methods for service work projects

All trees, other than leave trees, shall be cut below the lowest live limb, except when prevented by natural obstacles, in which case live limbs below the cutting point, including those limbs that originated from below the natural ground line, shall be removed.

Trees shall be completely severed from the stump.

Stump height shall not exceed 4 inches above ground level or above natural obstacles. Stumps shall be cut at a 30 degree angle or less.

Cut trees shall be felled away from Subdivision boundaries, roads, established land corners, and other public and private improvements.

Removal of felled trees 4 feet from roads shall be accomplished daily before leaving the work area.

No cut tree shall be left suspended in or leaning against a leave tree or tree outside the Subdivision(s) boundary.

**Technical Specifications for Mandatory Project 002 (Continued):****Soil Disturbance Minimization**

Pre-commercial thinning activities shall be implemented to minimize soil disturbance as follows:

- When using a tracked machine with boom-mounted implement, operator shall plan off-trail travel paths to make full use of the machine's capability (e.g., using the full boom reach of the machine) to limit ground disturbance and minimize the number of off-trail passes needed to achieve treatment objectives.
- When using a machine with a fixed drive-to-tree implement (e.g. drum masticator), work in long, linear swaths to the extent practicable to avoid unnecessary pivoting and turning which results in soil displacement damage.
- Operator should not allow masticating heads to make contact with the soil surface, which can result in detrimental churning and mixing of the soil.
- Machines shall make no more than two passes over any piece of ground (when not on primary skid trails or landings).
- Detrimental soil impacts (away from primary skid trails and landings) resulting from mastication or other pre-commercial vegetation treatment shall be isolated and infrequent. Detrimental soil impacts include total removal of surface organics and topsoil, churning/mixing of topsoil with subsoil, rutting greater than six inches deep, and heavy compaction.

Piling treatments to reduce slash and downed wood loadings shall be implemented to minimize soil disturbance as follows:

- Where accepted as part of technical proposal, restrict grapple piling machinery to designated routes used for harvest operations where fuel loads are moderate or low. Where fuel loads are high, limit off-trail machine travel to no more than two passes on any piece of ground.
- Where feasible, turns and pivots should be constrained to primary skid trails to limit soil displacement.
- Operators shall plan travel paths to make full use of the machine's capability (e.g., using full boom reach of machine) to limit ground disturbance and minimize number of off-trail passes needed to achieve treatment objectives.
- Where feasible, pile fuels (both hand and machine piles) on logging facilities (i.e. skid trails and landings) in order to minimize additional detrimental soil impacts from burning.
- Detrimental soil impacts resulting from machine piling shall be isolated and infrequent. Detrimental impacts include total removal of surface organics and topsoil, churning/mixing of topsoil with subsoil, rutting greater than six inches deep, and heavy compaction.

**Pre-Commercial Thinning Specifications for Mandatory Project 002****Average Spacing for Subdivisions 1, 11, and 12**

20 ft. X 20 ft. average spacing.

**Species Composition**

Leave healthy trees with a species leave preference of healthy ponderosa pine, sugar pine, Douglas-fir, white fir, and then lodgepole pine.

**Average Spacing for Subdivisions 5, 13, 14, and 16**

Thin to 14 ft. X 14 ft. average spacing for LP, and 20 ft. X 20 ft. average spacing for PP and all other species.

**Species Composition**

Leave healthy trees with a species leave preference of healthy ponderosa pine, sugar pine, Douglas-fir, white fir, and then lodgepole pine.

**Average Spacing for Subdivisions 8, 9, 10, and 15**

Remove all small diameter non-commercial sized trees greater than 12 inches tall and less than the minimum specifications stated in A.2 from within 20 feet of a commercial leave tree.

Species Composition

Leave healthy trees with a species leave preference of healthy ponderosa pine, sugar pine, Douglas-fir, white fir, and then lodgepole pine.

**Pre-Commercial Thinning Specifications for Mandatory Project 002 (Continued)**

**Average Spacing for Subdivisions 17**

14 ft. X 14 ft. average spacing.

Species Composition

Leave healthy trees with a species leave preference of healthy ponderosa pine, sugar pine, Douglas-fir, white fir, and then lodgepole pine.

**Average Spacing for Subdivision 6**

18 ft. X 18 ft. average spacing.

Species Composition

Leave healthy trees with a species leave preference of healthy sugar pine, Ponderosa pine, and then white fir.

**Optional Project Number 003: Pre-Commercial Thinning and Slash Treatment**

**End Result:** Improve white headed woodpecker habitat and increase resistance to bark beetles and fire by thinning small diameter non-commercial sized trees greater than 12 inches tall and less than the minimum specifications stated in A.2. Treat all activity created slash. Treat down wood less than 8 inches in diameter at the small end in pure Lodgepole pine stands, and less than 9 inches in diameter at the small end in all other stands, to achieve less than 9 Tons/acre fuel loading in the above stated diameter size classes.

**Project Location:** The locations of the work sites are shown on the Contract Area Map. This project work will occur only within the boundaries of Subdivisions: 18, 19, 20, 21, 22, 23, 24, 25 and 26.

**Technical Specifications for Optional Project Number 003:**

Listed tree spacing requirements are stand averages. Spacing between individual trees may be plus or minus 50% of stated spacing in order to select the best tree. For example, an 18 foot average spacing may have individual trees spaced between 9 and 27 feet apart.

Tree condition/Vigor

Leave the largest, healthiest, most vigorous, least defective trees available. These are trees with more than 30 percent live crown ratio, dark green foliage, and long needles, with low branch/twig mortality, and the least stem defect (crooks, forks, etc.).

Species Composition

Species preference is healthy ponderosa pine, sugar pine, Douglas-fir, white fir, then lodgepole pine.

Cutting Methods for service work projects

All trees, other than leave trees, shall be cut below the lowest live limb, except when prevented by natural obstacles, in which case live limbs below the cutting point, including those limbs that originated from below the natural ground line, shall be removed.

Trees shall be completely severed from the stump.

Stump height shall not exceed 4 inches above ground level or above natural obstacles. Stumps shall be cut at a 30 degree angle or less.

Cut trees shall be felled away from Subdivision(s) boundaries, roads, established land corners, and other public and private improvements.

Removal of felled trees 4 feet from roads shall be accomplished daily before leaving the work area.

No cut tree shall be left suspended in or leaning against a leave tree or tree outside the Subdivision(s) boundary.

**Technical Specifications for Optional Project Number 003 (Continued):**

Soil Disturbance Minimization

Pre-commercial thinning activities shall be implemented to minimize soil disturbance as follows:

- When using a tracked machine with boom-mounted implement, operator shall plan off-Trail travel paths to make full use of the machine's capability (e.g., using the full boom reach of the machine) to limit ground disturbance and minimize the number of off-trail passes needed to achieve treatment objectives.
- When using a machine with a fixed drive-to-tree implement (e.g. drum masticator), work in long, linear swaths to the extent practicable to avoid unnecessary pivoting and turning, which results in soil displacement damage.
- Operator should not allow masticating heads to make contact with the soil surface, which can result in detrimental churning and mixing of the soil.
- Machines shall make no more than two passes over any piece of ground (when not on primary skid trails or landings).
- Detrimental soil impacts (away from primary skid trails and landings) resulting from mastication or other pre-commercial vegetation treatment shall be isolated and infrequent. Detrimental soil impacts include total removal of surface organics and topsoil, churning/mixing of topsoil with subsoil, rutting greater than six inches deep, and heavy compaction.

Piling treatments to reduce slash and downed wood loadings shall be implemented to minimize soil disturbance as follows:

- Where accepted as part of technical proposal, restrict grapple piling machinery to designated routes used for harvest operations where fuel loads are moderate or low. Where fuel loads are high, limit off-trail machine travel to no more than two passes on any piece of ground.
- Where feasible, turns and pivots should be constrained to primary skid trails to limit soil displacement.
- Operators shall plan travel paths to make full use of the machine's capability (e.g., using full boom reach of machine) to limit ground disturbance and minimize number of off-trail passes needed to achieve treatment objectives.
- Where feasible, pile fuels (both hand and machine piles) on logging facilities (i.e. skid trails and landings) in order to minimize additional detrimental soil impacts from burning.
- Detrimental soil impacts resulting from machine piling shall be isolated and infrequent. Detrimental impacts include total removal of surface organics and topsoil, churning/mixing of topsoil with subsoil, rutting greater than six inches deep, and heavy compaction.

**Pre-Commercial Thinning Specifications Optional Project Number 003**

**Average Spacing for Subdivisions 20, 21, 22, 23, 24, and 25**

14 ft. X 14 ft. average spacing.

Species Composition

Leave healthy trees with a species leave preference of healthy ponderosa pine, sugar pine, Douglas-fir, white fir, and then lodgepole pine.

**Average Spacing for Subdivisions 18, 19, and 26**

Within 46 feet of highway fog line (1/), cut all small diameter non-commercial sized trees greater than 12 inches tall and less than 8 inches D.B.H.. In remainder of Subdivision, thin to 14 ft. X 14 ft. average spacing for LP, and 20 ft. X 20 ft. average spacing for PP and all other species.

Species Composition

Leave healthy trees with a species leave preference of healthy ponderosa pine, sugar pine, Douglas-fir, white fir, and then lodgepole pine.

1/Highway fog line: Defined as continuous white line near edge of pavement which delineates travel way.

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K-H.1 - PLANS (05/2005)

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

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

K-H.2 - SPECIFIC FIRE PRECAUTIONS (05/2005)

When the industrial fire precaution level is I or higher, unless waiver is granted under K-H.2.2, specific required fire precautionary measures are as follows:

A. Fire Security.

Contractor shall designate in writing a person or persons who shall perform fire security services listed below on Contract Area and vicinity. The designated person will be capable of operating Contractor's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of Contractor's personnel on Forest fires. Such person must report any fire detected to Forest Service within 15 minutes of detection. In lieu of having the designated person perform the required supervisory duties, Contractor may provide another person meeting the qualifications stated above to direct the activities of Contractor's personnel and equipment during all fire fighting activities.

Services described shall be for at least 1 hour from the time Contractor's Operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to Contract Area.

Contractor shall furnish fire security services based on the predicted industrial precaution level, obtained by Contractor from the appropriate Ranger District Headquarters. If predictions made after 6:00 p.m. local time, are significantly different than originally estimated, Forest Service will inform Contractor when changes in fire security services are indicated.

B. Fire Extinguisher and Equipment (on Trucks, Tractors, Power Saws, etc.).

(a) Each yarder or loader equipped with an internal combustion engine or other spark emitting source shall be equipped with a readily accessible fire extinguisher, with an Underwriter's Laboratory (UL) Rating of at least 5 B,C.

(b) All power-driven equipment operated by Contractor on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C and one "D" handled or long handled round point shovel, size O or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

(c) Equipment required in (a) and (b) shall be kept in a serviceable condition and shall be readily available.

(d) Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long handled round point shovel, size O or larger, except at a landing where a suitable fire extinguisher and shovel are immediately available. The extinguisher will be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

(e) Each helicopter shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C mounted inside the aircraft within reach of the pilot's operating position.

(f) One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on Contract Area that is protected and readily available.

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(g) At each area where helicopters are being serviced or supplied, a carbon dioxide fire extinguisher with a UL rating of at least 20 B,C will be provided on the site and placed where it is available for immediate use.

C. Spark arresters and mufflers.

Each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard 5100-1a as shown in the National Wildfire Coordination Group Spark Arrester Guide, unless it is:

(a) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.

(b) A multi-position engine, such as on power saws which must meet the performance levels set forth in the Society of Automotive Engineers (SAE) "multi-positioned small engine exhaust fire ignition standard, SAE recommended practice J335B" as now or hereafter amended.

(c) A passenger carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory designed muffler complete with baffles and an exhaust system in good working condition.

(d) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this Subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

D. Fire Tools.

Contractor shall furnish serviceable fire fighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters at least 1 inch high. It shall contain a minimum of:

- (a) Two axes or Pulaskis with a 32 inch handle.
- (b) Three adze eye hoes. One Pulaski may be substituted for one adze eye hoe.
- (c) Three long handled, round point shovels, size 0 or larger.

E. Tank Truck.

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

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

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agreement.

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

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

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

F. Communications.

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

G. Smoking and Open Fire Restrictions.

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

H. Blasting.

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

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

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

I. Compliance with State Fire Laws.

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

J. Aircraft Communications.

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

Upon discovery or notification of a fire on Contract Area, all aircraft pilots controlled by Contractor

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shall monitor VHF frequency 122.85 MHz when within 5 miles of a fire and broadcast their intentions.

K. Logging Block Equipment.

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

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

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

K-H.2.0.1 - BURNING BY CONTRACTOR (06/2006)

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

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K-H.2.2 - EMERGENCY FIRE PRECAUTIONS (05/2005)

Contractor shall restrict operations in accordance with the Industrial Fire Precaution Levels attached. Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to Contractor, the revised Industrial Fire Precaution Levels will supersede the attached levels.

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

LEVEL INDUSTRIAL FIRE PRECAUTION

I. Closed Season - Fire precaution requirements are in effect. A Fire Watch/Fire Security is required at this and all higher levels unless otherwise waived.

II. Partial Hootowl - The following may operate only between the hours of 8 p.m. and 1 p.m. local time:

- power saws, except at loading sites;
- cable yarding;
- blasting;
- welding or cutting of metal.

III. Partial shutdown - The following are prohibited:

cable yarding - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m. local time when all blocks and moving lines are 10 feet or more above the ground, excluding the line between the carriage and the choker.

power saws - except at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m. local time.

In addition, the following are permitted between the hours of 8 p.m. and 1 p.m. local time:

- tractor, skidder, feller-buncher, forwarder, or shovel logging operations where tractors, skidders or other equipment with a blade capable of constructing fireline are immediately available to quickly reach and effectively attack a fire start;
- mechanized loading and hauling;
- blasting;
- welding or cutting of metal;
- any other spark-emitting operation not specifically mentioned.

IV. General shutdown - All operations are prohibited.

The following definitions shall apply to these Industrial Fire Precaution Levels:

Cable yarding systems: A yarding system employing cables and winches in a fixed position.

Closed Season (Fire Precautionary Period): That time period each year when a fire hazard exists and as described in A.12.

Hauling: Where hauling involves transit through more than one shutdown zone/regulated use area, the precaution level at the woods site shall govern the level of haul restrictions, unless prohibited by other than the Industrial Fire Precaution Level system.

Loading sites/woods site: A place where any product or material (including but not limited to logs,

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firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

Advance written waiver of the above precautions may be issued by the Contracting Officer or Forest Service Representative.

Such waiver, or substitute precautions under H.2.1, shall prescribe measures to be taken by Contractor to reduce the risk of ignition, and/or the spread of fire. The Contracting Officer or Forest Service Representative shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. Contractor shall assure that all conditions of such waivers or substitute precautions are met.

Contractor shall obtain the predicted Industrial Fire Precaution Level from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than originally estimated, Forest Service will inform Contractor when changes in restrictions or industrial precautions are indicated.

K-H.3.1 - ADDITIONAL AREA OF FIRE RESPONSIBILITY (05/2005)

The area within 200 feet slope distance of the center line of any road constructed or reconstructed under this contract on National Forest lands outside of Contract Area shall be considered as a part of Contract Area in connection with responsibilities under H.3 and H.4 until the road has been accepted in writing by Forest Service.

K-I.1.0 - DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTY (05/2005)

Contractor and Forest Service hereby agree, acknowledge, and accept that there is no expressed or implied warranty provided by the Forest Service that guarantees the Contractor will be allowed to complete the removal of products sold under the terms of the contract. Upon execution of the contract, Contractor hereby acknowledges the acceptance of the risk that this contract is subject to interruption or termination as a result of litigation associated with the environmental analysis process used by the Forest Service in the planning of this project. If such interruption or termination occurs due to litigation, Contractor agrees to accept as full compensation for such interruption remedies pursuant to I.3.3, or for termination remedies pursuant to I.3.4.

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K-I.2.1 - CONTRACT TERM ADJUSTMENT (07/2016)

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

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

(1) Contractor experiences delay in starting operations scheduled under G.3.1 or interruptions in active operations, either of which stops such operations for 10 or more consecutive days during a normal operating season due to causes beyond the contractor's control, including, but not limited to, acts of God, acts of the public enemy, acts of the Government, labor disputes, fires, insurrections, or floods. Operations subject to these causes include:

(i) Removal of the included timber from contract area through curtailment in felling and bucking, yarding, skidding, loading, hauling, or road construction; or

(ii) Performance of stewardship projects shown in A.4.3.

(2) Causes described in paragraph (1) substantially affect the disposition or processing of included timber during the normal operating season through their effects on primary timber processing facilities, with a resulting delay of 60 days or more in use of such facilities. In such event, the CTA shall not extend for more than 12 consecutive months.

(3) (i) Contracting officer requests the contractor, in writing, to delay or interrupt operations during the normal operating season for any purpose other than suspension under E.4 or J.3; or

(ii) Contractor suffers a delay or interruption of the contractor's operations described in paragraph (1)(i) or (ii) because of a fire emergency closure ordered by Forest Service (or another agency on its behalf), and the total of such lost time is 10 or more days during any normal operating season.

If the termination date is adjusted, as described in this subsection, and later extended under I.2.3, the appraisal for the extension shall be made as of the unadjusted termination date, but the date on which the new rates become effective, if higher than current contract rates immediately prior to the termination date, shall be the adjusted termination date.

K-I.3.1# - CONTRACT CHANGES (OPTION 1) (05/2005)

Contract changes involving volumes and/or values will use a weight ratio of 3.3339 to convert net CCF cruise volumes to Tons.

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K-I.6.8# (Option 1) - USE OF TIMBER (09/2004)

(a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.).

(b) Except for None determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Contractor or any person as defined in the Act (16 USC 620e).

(c) Timber in the following form will be considered unprocessed:

(i) Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use;

(ii) Lumber, construction timbers, or cants intended for remanufacturing not meeting standards defined in the Act (16 USC 620e); and

(iii) Aspen or other pulpwood bolts exceeding 100 inches in length.

(d) Unless otherwise agreed in writing, unprocessed Included Timber shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export.

(e) Prior to award, during the life of this contract, and for a period of 3 years from Termination Date, Contractor shall furnish to Forest Service, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Contractor or affiliates.

(f) Prior to delivering unprocessed Included Timber to another party, Contractor shall require each buyer, exchangee, or recipient to execute an acceptable agreement that will:

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

(iii) Require the execution of such agreements between the parties to any subsequent transactions involving the timber;

(iv) Require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and

(v) Otherwise comply with the requirements of the Act (16 USC 620d).

(g) No later than 10 days following the execution of any such agreement between Contractor and another party, Contractor shall furnish to Forest Service a copy of each such agreement. Contractor shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.

(h) Upon request, all records dealing with origin and disposition of Included Timber shall be made available to Contracting Officer.

(i) For breach of this Section, 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 Section, Forest Service will not be liable for any Claim submitted by Contractor relating to the termination.