

K-C.1.1# - TIMBER SUBJECT TO AGREEMENT (09/2004)

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

Species	Product
Sitka Spruce	Sawtimber
Noble Fir	Sawtimber
Grand Fir	Sawtimber
All species	Grn Bio Cv

that shall be Included Timber upon written agreement.

K-C.3# - RESERVE TREES (09/2004)

Notwithstanding the designations for cutting under C.3.1, C.3.2, C.3.3, or C.3.4, live or dead genetic reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Reserve trees are identified by a band of orange paint above stump height and/or metallic tags and shall be protected in accordance with K-G.3.2#. Units with reserve trees are shown on Contract Area Map.

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

Within Subdivision(s) or Cutting Unit(s) 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, and 13, 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/ See Attached Prescription page 45a (b) Additional trees to be cut, if any, are marked by Forest Service with 2/ green 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

Marking Prescription Pursuant to K-C.3.5.5# - Designation by
Prescription (09/2004)

Definitions

Aspen clump - at least 5 live aspen trees at least 5 feet tall within 30 feet of each other. Distance from clump is measured from edge of clump.

Clump - a grouping of at least 2 trees spaced no more than 20 feet from each other.

DSH (Diameter at Stump Height) - diameter of a tree measured outside bark 4 inches above the ground on the uphill side of the tree.

Healthy tree - relative to neighboring trees, healthy trees have fuller, darker green crowns and straighter stems without broken, dead or forked tops and free of insect damage or mistletoe.

Mature ponderosa pine - ponderosa pine with reddish-orange bark, wide plates, and deep wide fissures.

Mountain mahogany clump - at least 5 live mountain mahogany stems at least 3 feet tall within 30 feet of each other. Distance from clump is measured from edge of clump.

Distances are measured slope distance to face of the tree at the stump.

A basal area factor of 10 will be used to determine stocking compliance.

All live trees within the subdivision meeting A.2 specifications plus incense-cedar, western white pine, and sugar pine trees greater than 7.0 inches dbh count towards residual basal area. Existing openings, understocked portions, and overstocked portions due to trees required for retention or cutting will not factor into stocking compliance.

Designation by Prescription for Subdivisions 1, 2, 3, 6, 10, and 11

End result: Stand density will be reduced and mean diameter will increase by having increased growing space and reduced fuel loadings surrounding leave trees. Leave trees will be the best trees available by species preference and will be predominately ponderosa pine. Lodgepole pine will be reduced significantly. Conifer encroachment on aspen, mountain mahogany, and meadows will be reduced. Spacing of trees should be non-uniform. There will be unthinned patches for mule deer cover and habitat diversity across the landscape.

Retain approximately 10 percent of each subdivision in unthinned patches. See table following for total unthinned acres in each subdivision. Unthinned patches will be irregular in shape and range in size from 1/8 to 2 acres. Appropriate areas for unthinned patches include patches of denser forest, sites that offer habitat diversity, such as snags and concentrations of woody debris, rocky outcrops, and moist or wet microsites. Unthinned patches should be dispersed across the subdivision.

Marking Prescription Pursuant to K-C.3.5.5# - Designation by Prescription (09/2004)

Subdivision	Approximate Unthinned Acres
1	53
2	22
3	13
6	21
10	1
11	12
TOTAL	122 acres

Residual stocking objectives (perform these in order; subsequent items do not override any item preceding it unless explicitly specified):

1. Retain ALL trees greater than 26.9 inches DSH. Retain all western white pine, sugar pine, incense-cedar and snags regardless of size.
2. Cut all trees within 60 feet of edge of an aspen clump or mountain mahogany clump.
3. Within Meadow Treatment Areas as shown on Contract Area Map, Special Treatment Areas are designated on the ground with orange paint and red Special Treatment Area tags. Thin to 10 square feet of basal area (BA) per acre and retain all mature ponderosa pine. This is not an area average.
4. Thin all lodgepole pine and white fir within 35 feet of the face of a ponderosa pine tree with a live crown ratio greater than 30 percent and greater than 26.9 inches DSH.
5. Thin the subdivision to an average of 50 square feet of basal area per acre, ranging from 40 to 60 square feet of BA per acre. Leave clumps of 2 to 6 ponderosa pine trees throughout subdivision. Approximately 50 percent of trees should be in clumps.

Tree selection objectives:

- In order, the following species preference takes priority over preferred tree characteristics:
 1. mature ponderosa pine
 2. ponderosa pine
 3. white fir
 4. lodgepole pine

Preferred tree characteristics:

- Leave trees should be the largest and healthiest trees. The irregular spatial arrangement resulting from selecting the best available trees for retention is desired. Ninety (90) percent of residual trees will be well formed trees (good trees). The remaining 10 percent will be trees with decay, crooks, or forks for wildlife purposes and future snags.

Marking Prescription Pursuant to K-C.3.5.5# - Designation by
Prescription (09/2004)

- When possible, do not leave trees with one-sided crowns. When two or more trees have developed one-sided crowns due to proximity, either cut or retain all to meet the desired stocking level.

Designation by prescription for Subdivisions 4 and 12

End result: Reduce crowding around large ponderosa pine, release understory ponderosa pine from lodgepole pine overstory, reduce density of lodgepole pine, and enhance meadow habitat by removing conifer encroachment. Focus on removing lodgepole pine in the vicinity of ponderosa pine. Spacing should be non-uniform.

In subdivision 4, retain 10 percent of subdivision (2 acres) in unthinned patches. Unthinned patches will be irregular in shape and range in size from 1/8 to 1/2 acres. Appropriate areas for unthinned patches include patches of denser forest, sites that offer habitat diversity, such as snags and concentrations of woody debris, rocky outcrops, and moist or wet microsites. Unthinned patches should be dispersed across the subdivision.

Residual stocking objectives (perform these in order; subsequent items do not override any item preceding it unless explicitly specified):

1. Retain ALL trees greater than 26.9 inches DSH. Retain all western white pine, sugar pine, incense-cedar and snags regardless of size.
2. In subdivision 4 and 12, Cut all trees within 60 feet of edge of an aspen clump or mountain mahogany clump.
3. In subdivision 4, within 50 feet of Meadow edge as shown on Contract Area Map, thin to 10 square feet per acre. This is not an area average.
4. In subdivision 12, within 30 feet of Meadow edge shown on Contract Area Map, thin all lodgepole pine. Thin to 10 square feet per acre. This is not an area average.
5. In subdivision 4 and 12, Thin all lodgepole pine and white fir within 35 feet of the face of a ponderosa pine tree with a live crown ratio greater than 30 percent and greater than 26.9 inches DSH.
6. In subdivision 4 and 12, Thin the subdivision to an average of 70 square feet of BA per acre, range of 60 to 90 square feet of BA per acre. Leave clumps of 2 to 9 ponderosa pine trees throughout subdivision.

Tree selection objectives:

- In order, the following species preference takes priority over preferred tree characteristics:
 1. ponderosa pine
 2. lodgepole pine

Marking Prescription Pursuant to K-C.3.5.5# - Designation by
Prescription (09/2004)

Preferred tree characteristics:

- Leave trees should be the largest and healthiest trees. The irregular spatial arrangement resulting from selecting the best available trees for retention is desired. 90 percent of residual trees will be well formed trees (good trees). The remaining 10 percent will be trees with decay, crooks, or forks for wildlife purposes and future snags.
- When possible, do not leave trees with one-sided crowns. When two or more trees have developed one-sided crowns due to proximity, either cut or retain all to meet the desired stocking level.

Designation by Prescription for Subdivisions 5, 7, and 9

End result: Create a multi-age lodgepole stand by creating openings. Reduce conifer encroachment on aspen stands and meadows to enhance habitat diversity.

Residual stocking objectives (perform these in order; subsequent items do not override any item preceding it unless explicitly specified):

1. Retain ALL trees greater than 26.9 inches DSH. Retain all western white pine, sugar pine, incense-cedar and snags regardless of size.
2. Within Aspen Restoration subdivisions cut all trees within Special Treatment Areas as shown on Contract Area Map. Special Treatment Areas are designated on the ground with orange paint and red Special Treatment Area tags.
3. For subdivision 7 and 9: Cut all trees, except ponderosa pine, within 132 feet of face of double-banded blue painted tree, including the painted tree. Locations of these painted trees are shown on Contract Area Map.
4. Within 100 feet of Meadow boundaries as shown on Contract Area Map, thin to 10 square feet per acre. Prefer ponderosa pine for retention. Retain the largest and healthiest trees. This is not an area average.

Designation by Prescription for Subdivision 13

End result: Reduce conifer encroachment on meadows by reducing density of conifers significantly. Spacing will be non-uniform.

Residual stocking objectives (perform these in order; subsequent items do not override any item preceding it unless explicitly specified):

1. Retain ALL trees greater than 26.9 inches DSH. Retain all western white pine, sugar pine, incense-cedar and snags regardless of size.
2. Cut all lodgepole pine. Thin to an average of 30 square feet of BA per acre, range of 20 to 40 square feet of BA per acre. Retain the largest and healthiest trees.

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)

<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.

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.

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.

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.

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

Restricted Road List

Road Number	Road Name	Map Legend	Description of Restrictions
NA	NA		

Title and Date of Governing Road Rules Document:

Fremont-Winema National Forests

Commercial Road Rules

June 15, 2006

Effective Date

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.

Contract Name: Spot Stewardship IRTC

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

Contract Road Maintenance Requirements Summary

Road	Termini		Mile s	Applicable Prehaul Road Maintenance Specifications							
	From	To		T-803	T-811	T-838	T-839	T-842	T-851	T-831	T-854
3462000	Cnty Rd 1193	Jct. 3462028	3.55	P	P				P		P
3462028	Jct. 3462000	Jct. 3462030	4.18	P		P			P	P	P
3462029	Jct. 3462341	SE Bndy Unit 11	0.75	P		P			P		P
3462030	Jct. 3462031	NW Bndy Unit 2	1.47	P		P			P		P
3462031	Jct. 3462030	Jct. 3462328	0.74	P		P			P		P
3462032 seg 1	Jct. 3462088	MP 0.44 ML1 ML2 Break	0.44	P			P		P		P
3462032 seg 2	MP 0.44 ML1 ML2 Break	N Bndy Unit 1	1.17	P		P			P		P
3462032 seg 3	Jct. 3462327	NE Bndy Unit 1	1.28	P		P			P		P
3462048	Jct. 3462029	W Bndy Unit 3	0.30	P			P		P		P
3462087	Jct. 3462328	NW Bndy Unit 1	0.26	P			P		P		P
3462088	Jct. 3462032	Jct. 3462053	0.57	P			P		P		P
3462090	Jct. 3462328	Jct. 3462053	0.23	P			P		P		P
3462194	Jct. 3462033	Jct. 3462028	1.00	P		P			P		P
3462195	Jct. 3462028	Jct. 3462028	0.42	P			P		P		P
3462294	Jct. 3462033	S Bndy Unit 6	0.25	P			P		P		P
3462296	Jct. 3462309	S Bndy Unit 6	0.25	P			P		P		P
3462300	Jct. 3462194	Jct. 3462194	0.72	P			P		P		P
3462309	Jct. 3462033	E Bndy Unit 6	0.27	P			P		P		P
3462327	Jct. 3462032	E Bndy Unit 1	0.22	P		P			P		P

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

Contract Name: Spot Stewardship IRTC

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

Contract Road Maintenance Requirements Summary

Road	Termini		Mile s	Applicable Prehaul Road Maintenance Specifications							
	From	To		T- 803	T- 811	T- 838	T- 839	T- 842	T- 851	T- 831	T- 854
3462087	Jct. 3462328	NW Bndy Unit 1	0.26	P			P		p		P
3462088	Jct. 3462032	Jct. 3462053	0.57	P			P		p		P
3462090	Jct. 3462328	Jct. 3462053	0.23	P			P		p		P
3462194	Jct. 3462033	Jct. 3462028	1.00	P		P			p		P
3462195	Jct. 3462028	Jct. 3462028	0.42	P			P		p		P
3462294	Jct. 3462033	S Bndy Unit 6	0.25	P			P		p		P
3462296	Jct. 3462309	S Bndy Unit 6	0.25	P			P		p		P
3462300	Jct. 3462194	Jct. 3462194	0.72	P			P		p		P
3462309	Jct. 3462033	E Bndy Unit 6	0.27	P			P		p		P
3462327	Jct. 3462032	E Bndy Unit 1	0.22	P		P			p		P
3462328 seg 1	Jct. 3462030	E Bndy Unit 1	1.51	P		P		p	p		P
3462328 seg 2	Jct. 3462334	E Bndy Unit 1	0.95	P		P			p		P
3462334	Jct. 3462328	Jct. 3462053	0.39	P			P		p		P
3462337	Jct. 3462328	Unit 1	0.15	P			P		p		P
3462338	Jct. 3462341	Jct. 3462028	1.17	P		P			p		P
3462339	Jct. 3462030	Jct. 3462338	0.22	P			P		p		P
3462341 Seg 1	N Bndy Unit 11	S Bndy Unit 13	0.62	P		P			p		P
3462341 Seg 2	Jct. 3462028	N Bndy Unit 12	0.24	P		P			p		P
3462342 Seg 1	Jct. 3462029	E Bndy Unit 3	0.50	P			P		p		P
3462342 Seg 2	Jct. 3462341	S Bndy Unit 11	0.42	P			P		p		P
3462348	Jct. 3462032	E Bndy Unit 1	0.12	P		P			p		P
3462463	Jct. 3462338	Jct. 3462338	0.30	P			P		p		P

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

Contract Name: Spot Stewardship IRTC

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

Contract Road Maintenance Requirements Summary

Contract Road Maintenance Requirements Summary										
Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications						
	From	To		T-803	T-811	T-838	T-839	T-854		
3462000	Cnty Rd 1193	Jct. 3462028	3.55	P	P			p		
3462028	Jct. 3462000	Jct. 3462030	4.18	P		P		p		
3462029	Jct. 3462341	SE Bndy Unit 11	0.75	P				p		
3462030	Jct. 3462031	NW Bndy Unit 2	1.47	P		P		p		
3462031	Jct. 3462030	Jct. 3462328	0.74	P		P		p		
3462032 seg 1	Jct. 3462088	MP 0.44 ML1 ML2 Break	0.44	P				p		
3462032 seg 2	MP 0.44 ML1 ML2 Break	N Bndy Unit 1	1.17	P				p		
3462032 seg 3	Jct. 3462327	NE Bndy Unit 1	1.28	P				p		
3462048	Jct. 3462029	W Bndy Unit 3	0.30	P				p		
3462053	Jct. 3462032	Jct. 3462334	1.18	P				p		
3462054	Jct. 3462032	Jct. 3462053	0.26	P				p		
3462087	Jct. 3462328	NW Bndy Unit 1	0.26	P				p		
3462088	Jct. 3462032	Jct. 3462053	0.57	P				p		
3462090	Jct. 3462328	Jct. 3462053	0.23	P				p		
3462194	Jct. 3462033	Jct. 3462028	1.00	P				p		
3462195	Jct. 3462028	Jct. 3462028	0.42	P				p		
3462294	Jct. 3462033	S Bndy Unit 6	0.25	P				p		
3462296	Jct. 3462309	S Bndy Unit 6	0.25	P				p		
3462300	Jct. 3462194	Jct. 3462194	0.72	P				p		
3462309	Jct. 3462033	E Bndy Unit 6	0.27	P				p		

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Contract Name: Spot Stewardship IRTC

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

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications						
	From	To		T-803	T-811	T-838	T-839	T-854		
3462327	Jct. 3462032	E Bndy Unit 1	0.22	P				P		
3462328 seg 1	Jct. 3462030	E Bndy Unit 1	1.51	P		P		P		
3462328 seg 2	Jct. 3462334	E Bndy Unit 1	0.95	P				P		
3462334	Jct. 3462328	Jct. 3462053	0.39	P				P		
3462337	Jct. 3462328	Unit 1	0.15	P				P		
3462338	Jct. 3462341	Jct. 3462028	1.17	P				P		
3462339	Jct. 3462030	Jct. 3462338	0.22	P				P		
3462341 Seg 1	N Bndy Unit 11	S Bndy Unit 13	0.62	P				P		
3462341 Seg 2	Jct. 3462028	N Bndy Unit 12	0.24	P				P		
3462342 Seg 1	Jct. 3462029	E Bndy Unit 3	0.50	P				P		
3462342 Seg 2	Jct. 3462341	S Bndy Unit 11	0.42	P				P		
3462348	Jct. 3462032	E Bndy Unit 1	0.12	P				P		
3462463	Jct. 3462338	Jct. 3462338	0.30	P				P		

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Description of work required by the above T-specs is shown in the following ROAD MAINTENANCE SPECIFICATION table, and included in the stewardship contract.

Contract Name: Spot Stewardship IRTC

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

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications								
	From	To		T-811	T-838	T-839						
3462000	Cnty Rd 1193	Jct. 3462028	3.55	P								
3462028	Jct. 3462000	Jct. 3462030	4.18	P								
3462029	Jct. 3462341	SE Bndy Unit 11	0.75									
3462030	Jct. 3462031	NW Bndy Unit 2	1.47	P								
3462031	Jct. 3462030	Jct. 3462328	0.74									
3462032 seg 1	Jct. 3462088	MP 0.44 ML1 ML2 Break	0.44									
3462032 seg 2	MP 0.44 ML1 ML2 Break	N Bndy Unit 1	1.17									
3462032 seg 3	Jct. 3462327	NE Bndy Unit 1	1.28									
3462048	Jct. 3462029	W Bndy Unit 3	0.30									
3462053	Jct. 3462032	Jct. 3462334	1.18									
3462054	Jct. 3462032	Jct. 3462053	0.26									
3462087	Jct. 3462328	NW Bndy Unit 1	0.26									
3462088	Jct. 3462032	Jct. 3462053	0.57									
3462090	Jct. 3462328	Jct. 3462053	0.23									
3462194	Jct. 3462033	Jct. 3462028	1.00									
3462195	Jct. 3462028	Jct. 3462028	0.42									
3462294	Jct. 3462033	S Bndy Unit 6	0.25									

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

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications						
	From	To		T-811	T-838	T-839				
3462296	Jct. 3462309	S Bndy Unit 6	0.25							
3462300	Jct. 3462194	Jct. 3462194	0.72							
3462309	Jct. 3462033	E Bndy Unit 6	0.27							
3462327	Jct. 3462032	E Bndy Unit 1	0.22							
3462328 seg 1	Jct. 3462030	E Bndy Unit 1	1.51							
3462341 Seg 1	N Bndy Unit 11	S Bndy Unit 13	0.62							
3462341 Seg 2	Jct. 3462028	N Bndy Unit 12	0.24							
3462342 Seg 1	Jct. 3462029	E Bndy Unit 3	0.50							
3462342 Seg 2	Jct. 3462341	S Bndy Unit 11	0.42							
3462348	Jct. 3462032	E Bndy Unit 1	0.12							
3462463	Jct. 3462338	Jct. 3462338	0.30							

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

Description of work required by the above T-specs is shown in the following ROAD MAINTENANCE SPECIFICATION table, and included in the stewardship contract.

Contract Name: Spot Stewardship IRTC

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

1			2	3			4	5	6			7	8	9	
Road No.	Termini		Special Project Specification	Travel Way			Brush and Log Out	Surfacing	Dust Abatement			Seasonal Maintenance	Snow Removal	Post Haul	
				Width	X Slope	Comp			Product	Applic Rate	Width			Block	Treat
3462000	Cnty Rd 1193	Jct. 34620 28	T891-02F T812.03-02F	EX	AI		OPT						TS		
3462028	Jct. 34620 00	Jct. 34620 30	T891-02F T812.03-02F	EX	AI		OPT						TS		
3462029	Jct. 34623 41	SE Bndy Unit 11	T891-02F T812.03-02F	EX	AI		OPT						TS		
3462030	Jct. 34620 31	NW Bndy Unit 1	T891-02F T812.03-02F	EX	AI		OPT						TS		
3462031	Jct. 34620 30	Jct. 34623 28	T891-02F T812.03-02F	EX	AI		OPT						TS		
3462032 seg 1	Jct. 34620 88	MP 0.44 ML1 ML2 Break	T891-02F T812.03-02F	EX	AI		OPT				W		TS		

Contract Name: Spot Stewardship IRTC

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

1		2	3			4	5	6			7	8	9		
Road No.	Termini		Special Project Specification	Travel Way			Brush and Log Out	Surf - acin g	Dust Abatement			Seasonal Maintenance	Snow Removal	Post Haul	
				Wid -th	X Slop e	Co - mp			Pro duc t	App lic Rate	Wid th			Blo c-k	Tre a-t
34620 32 seg 2	MP 0.44 ML1 ML2 Break	N Bndy Unit 1	T891- 02F T812.03 -02F	EX	AI		OPT					TS			
34620 32 seg 3	Jct. 34623 27	NE Bndy Unit 1	T891- 02F T812.03 -02F	EX	AI		OPT					TS			
34620 33	Jct. 34621 71	Jct.346 2030	T891- 02F T812.03 -02F	EX	AI		OPT					TS			
34620 48	Jct. 34620 29	W Bndy Unit 3	T891- 02F T812.03 -02F	EX	AI		OPT				W	TS			
34620 53	Jct. 34620 32	Jct. 3462334	T891- 02F T812.03 -02F	EX	AI		OPT				W	TS			
34620 54	Jct. 34620 32	Jct. 3462053	T891-02F T812.03- 02F	EX	AI		OPT				W	TS			
34622 94	Jct. 34620 33	S Bndy Unit 6	T891-02F T812.03- 02F	EX	AI		OPT				W	TS			

Contract Name: Spot Stewardship IRTC

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

1		2	3			4	5	6			7	8	9		
Road No.	Termini		Special Project Specification	Travel Way			Brush and Log Out	Surfa-cing	Dust Abatement			Seasonal Maintenance	Snow Removal	Post Haul	
				Width	X Slope	C omp			Produ ct	Appl -ic Rate	Wid th			Blo ck	Tre at
3462296	Jct. 3462309	S Bndy Unit 6	T891-02F T812.03-02F	EX	AI		OPT				W	TS			
3462300	Jct. 3462194	Jct. 3462194	T891-02F T812.03-02F	EX	AI		OPT				W	TS			
3462309	Jct. 3462033	E Bndy Unit 6	T891-02F T812.03-02F	EX	AI		OPT				W	TS			
3462327	Jct. 3462032	E Bndy Unit 1	T891-02F T812.03-02F	EX	AI		OPT					TS			
3462328 seg 1	Jct. 3462030	E Bndy Unit 1	T891-02F T812.03-02F	EX	AI		OPT					TS			
3462328 seg 2	Jct. 3462334	E Bndy Unit 1	T891-02F T812.03-02F	EX	AI		OPT					TS			
3462334	Jct. 3462328	Jct. 3462053	T891-02F T812.03-02F	EX	AI		OPT				W	TS			

Contract Name: Spot Stewardship IRTC

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

1			2	3			4	5	6			7	8	9	
Road No.	Termini		Special Project Specification	Travel Way			Brush and Log Out	Surfacing	Dust Abatement			Seasonal Maintenance	Snow Removal	Post Haul	
	Width	X Slope		Comp	Product	Applic Rate			Width	Block	Treat				
34623 37	Jct. 34623 28	Unit 1	T891-02F T812.03- 02F	EX	AI		OPT					W	TS		
34623 38	Jct. 34623 41	Jct. 34620 28	T891-02F T812.03- 02F	EX	AI		OPT						TS		
34623 39	Jct. 34620 30	Jct. 34623 38	T891-02F T812.03- 02F	EX	AI		OPT					W	TS		
34623 41 Seg 1	N Bndy Unit 11	S Bndy Unit 13	T891-02F T812.03- 02F	EX	AI		OPT						TS		
34623 41 Seg 2	Jct. 34620 28	N Bndy Unit 12	T891-02F T812.03- 02F	EX	AI		OPT						TS		
34623 42 Seg 1	Jct. 34620 29	E Bndy Unit 3	T891-02F T812.03- 02F	EX	AI		OPT					W	TS		
34623 42 Seg 2	Jct. 34623 41	S Bndy Unit 11	T891-02F T812.03- 02F	EX	AI		OPT					W	TS		

Contract Name: Spot Stewardship IRTC

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

1			2	3			4	5	6			7	8	9	
Road No.	Termini		Special Project Specification	Travel Way			Brush and Log Out	Surfacing	Dust Abatement			Seasonal Maintenance	Snow Removal	Post Haul	
				Width	X Slope	Comp			Product	Applic Rate	Width			Block	Treat
34623 48	Jct. 34620 32	E Bndy Unit 1	T891-02F T812.03- 02F	EX	AI		OPT						TS		
34624 63	Jct. 34623 38	Jct. 34623 38	T891-02F T812.03- 02F	EX	AI		OPT					W	TS		

Contract Name: Spot Stewardship IRTC

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.

Contract Name: Spot Stewardship IRTC

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

5	Surfacing	Aggregate Grading	Contractor shall place surfacing on roads listed according to the grading indicated.
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 Purchaser 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.

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 N/A per Ton for recurrent maintenance, and \$.25 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.

Deposit Made To	Rate	Unit of Measure
N/A		

K-G.2.4# - SITE SPECIFIC SPECIAL PROTECTION MEASURES (09/2004)

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

Cultural Resource Protection Measures: All contract activities will avoid known and/or identified sites. Culture boundaries are designated with orange paint above and below stump height, blue tags that face into the unit/away from the cultural area and blue flagging. Cultural Resources Areas are not entry areas. Commercial activities and Post Treatment Activities are prohibited from entering Cultural Areas. Known Cultural Resource Areas are identified on the Contract Area Map as Area to Protect (ATP).

Wildlife and Botanical Protection Measures: All contract activities will avoid known and /or identified sites unless agreed upon by the Forest Service. Wildlife Retention Area boundaries as shown on the Contract Area Map are designated with orange paint above and below stump height, blue tags that face into the unit/away from the retention area, and blue flagging.

Cave Resource Protection Measures: N/A

K-G.3.2# - PROTECTION OF RESERVE TREES (09/2004)

Contractor's damage or destruction of reserve trees described in K-C.3# will cause serious and substantial silvicultural or other damage to the National Forest. It will be difficult if not impossible to determine the amount of such damage. Therefore, Contractor shall pay as fixed, agreed, and liquidated damages \$ \$100.00 for each genetic reserve tree and \$ N/A for each N/A reserve tree damaged or destroyed by Contractor's Operations, in addition to amounts payable under D.4.5 and D.4.6.

Damage, as used herein, includes any injury to the living crown, bole, or roots of reserve trees. If areas are marked on the ground around such reserve trees, operation of heavy equipment or skidding of products within the area shall be considered to be damage to the tree.

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)

FELLING METHODS

SUBDIVISIONS

If included in your technical proposal and accepted by the Forest Service, mechanized felling equipment will operate in a manner which will minimize detrimental soil disturbance to at or less than 20% of the subdivision area. Detrimental displacement is the removal of more than 50 percent of the A horizon from an area greater than 100 square feet, which is at least 5 feet in width.

ALL

If included in your technical proposal and accepted by the Forest Service, on protected soils as shown on the Contract Area Map, mechanized felling equipment will operate in a manner which will occur on dry soils. Dry soils are defined when soil moisture is $\leq 15\%$ as indicated when soil moisture by feel and appearance does not allow for a consolidated ball to be formed. Unacceptable conditions include excessive soil displacement, puddling, and/or rutting to a depth greater than 2 inches for 50 feet.

2, 3, 5, 6, 7, 10 and 12

Utilize existing and acceptable skidtrails and landings as much as possible. Aim to retain a spacing of 100 feet between main trails.

5,7 and 12

No temporary road construction.

5,7 and 12

Trees shall be directionally felled away from private land, property lines, improvements, land survey monuments, protected stream courses, springs, and meadows.

All

Felling Equipment

As included in your Technical Proposal and accepted by the Forest Service.

All

K-G.4.1.8# - TREATMENT OF STUMPS (OPTION 2A) (05/2005)

Unless otherwise agreed to in writing, in areas shown on Contract Area Map, Contractor shall treat the stumps of all live Ponderosa pine trees cut by Contractor that have a stump diameter larger than 18 inches.

Treatment should be done as soon after tree felling as practical, preferably within 1 or 2 hours, but no later than 24 hours. Treatment shall consist of removing sawdust and other loose debris from the cut surface of the stump including exposed wood surfaces on all sides, and apply powder or liquid borax according to the following instructions:

POWDER APPLICATION - Apply enough borax to lightly cover stump surface including exposed wood surfaces on all sides (approximately 1 pound borax per 50 square feet of exposed wood surface). Apply the material to all exposed wood surfaces. Stumps should be level and have no splinters for most effective use. Best method of application is to sprinkle the material salt shaker style on the freshly cut stump surface. Care should be used during application to minimize off-site application of this material. A powder dye red shall be added to the borax as an aid to insure complete coverage.

LIQUID APPLICATION - A 10 percent aqueous solution can be used for treatment. Apply the solution by brush, or spray, to the stump until the surface is thoroughly wet (approximately 1 gallon per 40 square feet of exposed wood surface). Apply the material to all exposed wood surfaces. A liquid dye shall be added to the borax solution as an aid to insure complete coverage.

Contractor shall only use material registered by the Environmental Protection Agency (EPA) for annosus root disease control and follow all applicable label instructions.

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

If included in your technical proposal and accepted by the Forest Service, mechanized yarding/skidding equipment will operate in a manner which will minimize detrimental soil disturbance at or less than 20% of the subdivision area. Detrimental displacement is the removal of more than 50 percent of the A horizon from an area greater than 100 square feet, which is at least 5 feet in width. Soil moisture must be less than 15% to operate equipment off of main skid trails.

ALL

If included in your technical proposal and accepted by the Forest Service, on protected soils as shown on the Contract Area Map, mechanized felling equipment will operate in a manner which will occur on dry soils. Dry soils are defined when soil moisture is ≤15% as indicated when soil moisture by feel and appearance does not allow for a consolidated ball to be formed. Unacceptable conditions include excessive soil displacement, puddling, and/or rutting to a depth greater than 2 inches for 50 feet.

2, 3, 5, 6, 7, 10 and 12

If use of ground-based skidding equipment is included in your technical proposal and accepted by the Forest Service, products shall not be skidded against reserve trees or groups of reproduction and tractors shall be equipped with an operational winch to facilitate skidding with 50 feet of bull line.

All

Utilize existing and acceptable skidtrails and landings as much as possible. Aim to retain a spacing of 100 feet between main trails.

5,7 and 12

No temporary roads construction.

5,7 and 12

No cutting of commercial sized trees within 10 feet of protected stream course as shown on the Contract Area Map. No ground-based equipment is to operate within 30 feet of protected stream course as shown on the contract area map. Temporary roads will not cross perennial streams. Perennial streams may only be crossed at designated sites. Ephemeral channels, scabrock flats and meadows may be crossed when accepted by the Forest Service.

All

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)

PAYMENT UNIT OR UNIT NUMBER	AREAS	SEED		FERTILIZER		MULCH	
	A) SKID TRAILS B) FIRELINES C) TEMP. ROADS D) LANDINGS E) OTHER	APPLICATION		APPLICATION		APPLICATION	
		SPECIES ^{1/} MIXTURE	LBS/AC	TYPE ^{2/}	LBS/AC	TYPE ^{3/}	LBS/AC
	N/A						

The Contractor will be required to pay a co-op deposit of \$.02/Ton for the cultivation and harvest of replacement seed of native species for use on future contracts.

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

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

For 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.

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.

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

Specifications

The slash treatment method for each Subdivision is to be accomplished by the Contractor in accordance with specifications listed herein. Equipment used to pile slash shall be approved by the Forest Service.

A. Landing and Decking Area Slash

1. Machine pile all slash that is on the landing or any slash pushed up along the edge or off the landing during skidding and decking operations.
2. Unless otherwise agreed, decks and piles shall not be closer than twenty (20) feet from the edge of the drip line of any residual tree. Piles will be a minimum of six (6) feet in height and twelve (12) feet in diameter where practicable, and as compact as possible. Piles shall be reasonably free from dirt and rocks.
3. A fireline to mineral soil will be constructed around landing piles. The minimum width to mineral soil is three feet. The maximum width of the fireline, including mineral soil, is eight feet, or the width of a dozer blade.

B. Roadway Slash

All slash from the Contractor's operations will be removed from the road surfaces, ditchline, culverts, and other drainage structures. Slash is to be scattered outside the clearing limits of roadways or beyond the top of cutbanks and the bottom of fill slopes, unless otherwise agreed.

C. All trees shall be yarded with the top attached to the last log. All bucking, limbing, long-butting, etc. must be done on the landing and decking areas.

D. Other methods of slash disposal may be agreed to by the Forest Service.

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 (09/2004)

Project Number 001 - Aspen Enhancement. **See attached requirements and specifications.**

Project Number 002 - Meadow Enhancement. **See attached requirements and specifications.**

Project Number 003 - Small Tree thinning. **See attached requirements and specifications.**

Project Number 004 - Plantation Thinning. **See attached requirements and specifications.**

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

Project Number 001 - Aspen Enhancement

End result: Remove all conifers to increase growing space for aspen.

Project Location

Special Treatment Areas (STA) in subdivisions 5 and 7 as shown on Contract Area Map. Locations of STA are listed below in priority order for treatment.

<u>Location</u>	<u>Acres</u>
STA Aspen 5.1	36
STA Aspen 5.2	14
STA Aspen 7.1	13
STA Aspen 5.3	5
STA Aspen 5.4	4
TOTAL	72

Definitions

Slash - material cut or otherwise downed resulting from work performed under this project.

Technical Specifications

Cut Specifications

1. Cut all conifers, except ponderosa pine, from 1 foot in height up to 6.9 inches dbh.
2. Cut all ponderosa pine from 1 foot in height up to 8.9 inches dbh.
3. Cut trees shall be completely severed. Cutting shall be below the lowest live limb unless prevented by natural obstacles.
4. Stumps shall be cut flat and height shall not exceed six inches, unless natural obstacles obstruct cutting.

Slash Treatment Specifications

1. Unless otherwise agreed, whole-tree yard trees that are 4.0 inches or greater dbh to approved landing locations and pile. Pile size and arrangement will be agreed to and approved by Forest Service. See K-G.7.4.2#.

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

2. Lop and scatter all slash remaining to a height of no greater than 18 inches from the ground. Buck all slash pieces into lengths no greater than six feet.
3. Pull back slash at least 10 feet away from genetic trees, geological markers, forest improvements including culverts, fences, bearing trees, and roads. Minimize slash accumulation adjacent to quaking aspen.

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

Project Number 002 - Meadow Enhancement

End result: Conifers are encroaching upon meadows. Reduce density of conifers.

Project Location

Special Treatment Areas (STA) as shown on Contract Area Map. Locations of STA are listed below in priority for treatment. Special Treatment Areas are marked on the ground with red tags and orange paint.

<u>Location</u>	<u>Acres</u>
STA Meadow 3	34
STA Meadow 11	51
STA Meadow 2	34
STA Meadow 1	35
TOTAL	154

The areas where meadow edges are designated by prescription in K-C.3.5.5# are listed in the table below. Locations are listed by priority for treatment.

<u>Location</u>	<u>Acres</u>
Meadow 5	31
Meadow 12	4
Meadow 4	5
Meadow 7	11
Meadow 6	9
Meadow 1	9
Meadow 10	1
Meadow 9	2
TOTAL	72

Definitions

Healthy tree - relative to neighboring trees, healthy trees have fuller, darker green crowns and straighter stems without broken, dead or forked tops and free of insect damage or mistletoe.

Slash - material cut or otherwise downed resulting from work performed under this project.

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

Technical Specifications

Cut Specifications

Residual stocking objectives (perform in order):

1. Cut all young, western juniper trees at least 1 foot in height. Retain old character western juniper trees. They display a combination of the following:
 - a. Broad non-symmetrical tops
 - b. Deeply furrowed, often more cinnamon-colored bark
 - c. Twisted trunks or branches
 - d. Dead branches and spike tops
 - e. Large lower limbs
 - f. Trunks containing narrow strips of cambium
 - g. Hollow trunks
 - h. Large trunk diameters relative to tree height
 - i. Branches covered with bright yellow-green lichen
2. Cut all lodgepole pine (1 foot in height to 3.9 inches dbh).
3. Cut all lodgepole pine and white fir (at least 1 foot in height up to 6.9 inches dbh) within 20 feet of a ponderosa pine at least 4.0 inches dbh.
4. Cut lodgepole pine and white fir (4.0 to 6.9 inches dbh), and ponderosa pine (4.0 to 8.9 inches dbh) leaving 10 trees per acre.

Tree selection objectives

- In order, the following species preference takes priority over preferred tree characteristics: ponderosa pine, white fir, lodgepole pine.
- Leave trees should be the largest and healthiest trees. The irregular spatial arrangement resulting from selecting the best available trees for retention is desired.
- When possible, do not leave trees with one-sided crowns. When two or more trees have developed one-sided crowns due to proximity, either cut or retain all to meet the desired stocking level.

Preferred tree characteristics:

- Leave trees should be the largest and healthiest trees. The irregular spatial arrangement resulting from selecting the best available trees for retention is desired. 90 percent of residual trees will be well formed trees (good trees). The remaining 10 percent will be trees with decay, crooks, or forks for wildlife purposes and future snags.

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

- When possible, do not leave trees with one-sided crowns. When two or more trees have developed one-sided crowns due to proximity, either cut or retain all to meet the desired stocking level.

Cut trees shall be completely severed. Cutting shall be below the lowest live limb unless prevented by natural obstacles.

Stumps shall be cut flat and height shall not exceed six inches, unless natural obstacles obstruct cutting.

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

Slash Treatment Specifications

1. Whole-tree yard trees that are 4.0 inches or greater dbh to approved landing locations and pile. Pile size and arrangement will be agreed to and approved by Forest Service. See K-G.7.4.2#.
2. Lop and scatter all slash remaining to a height of no greater than 18 inches from the ground. Buck all slash pieces into lengths no greater than six feet.
3. Pull back slash at least 10 feet away from quaking aspen groups, mountain mahogany groups, genetic trees, geological markers, forest improvements including culverts, fences, bearing trees, and roads.

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

Project Number 003 - Small Tree Thinning

End result: Reduce stocking levels in small conifer trees to reach the prescribed density for the total stand to improve forest health, relocate biomass material to landings to reduce existing treatment fuels in the stand, and retain areas for diversity across the landscape.

The small tree thinning will be from below and will reduce crown density, raise crown base height and move composition toward shade intolerant (early seral), fire resistant species. Residual densities will be specified in terms of trees per acre over a specified diameter range. The emphasis is to remove non-old character western juniper, lodgepole pine, white fir, while retaining ponderosa pine and five-needle pines.

Project Location

Priority of subdivisions: 11, 3, 4, 12, 6, 1, 2, 10, 13

Definitions

Aspen clump - at least 5 live aspen trees at least 5 feet tall within 30 feet of each other. Distance from clump is measured from edge of clump.

Clump - a grouping of at least 2 trees spaced no more than 20 feet from each other.

Healthy tree - relative to neighboring trees, healthy trees have fuller, darker green crowns and straighter stems without broken, dead or forked tops and free of insect damage or mistletoe.

Mountain mahogany clump - at least 5 live mountain mahogany stems at least 3 feet tall within 30 feet of each other. Distance from clump is measured from edge of clump.

Old character western juniper is defined as a juniper tree having two or more of the attributes below:

- Broad non-symmetrical tops
- Deeply furrowed, often more cinnamon-colored bark
- Twisted trunks or branches
- Dead branches and spike tops
- Large lower limbs
- Trunks containing narrow strips of cambium
- Hollow trunks
- Large trunk diameters relative to tree height
- Branches covered with bright yellow-green lichen

Distances are measured slope distance to face of the tree at the stump. Contract

Technical Specifications

Cut Specifications

Species	Minimum dbh (inches)	Maximum dbh (inches)
Western juniper	4.0	N/A
Lodgepole pine, white fir	4.0	6.9
Ponderosa pine	4.0	8.9

Residual stocking objectives (perform in order; subsequent items do not override any item preceding it unless explicitly specified):

1. Retain ALL trees greater than 8.9 inches dbh. Retain all sugar pine, western white pine, incense-cedar, hardwoods, old character western juniper, and snags.
2. Cut all non-old character western juniper trees.
3. Cut all trees within 60 feet of edge of an aspen clump or mountain mahogany clump.
4. Cut all lodgepole pine and white fir within 35 feet of the face of a ponderosa pine greater than 26.9 inches dsh.
5. Cut all lodgepole pine and white fir within 20 feet of a ponderosa pine at least 5 feet in height.
6. Thin remaining trees to a stocking target of 30 trees per acre using variable density thinning. Avoid retaining trees near overstory or midstory ponderosa pine, except the occasional young thrifty ponderosa. Clump ponderosa pine trees where possible. Only trees meeting specifications in table above count towards residual stocking.

Tree selection objectives:

- In order, the following species preference takes priority over preferred tree characteristics: ponderosa pine, white fir, lodgepole pine.
- Leave trees should be the largest and healthiest trees. The irregular spatial arrangement resulting from selecting the best available trees for retention is desired.
- When possible, do not leave trees with one-sided crowns. When two or more trees have developed one-sided crowns due to proximity, either cut or retain all to meet the desired stocking level.

Stumps shall be cut flat and height shall not exceed six inches, unless natural obstacles obstruct cutting.

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

Slash Treatment Specifications

1. Whole-tree yard all trees 4.0 inches or greater dbh to approved landing locations and pile. Pile size and arrangement will be agreed to and approved by Forest Service.

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

Project Number 004 - Plantation Thinning

End result: Reduce density of trees in plantations. Prefer ponderosa pine for leave tree. Spacing should be non-uniform.

Project Location

Areas listed below are listed in priority for treatment.

<u>Location</u>	<u>Acres</u>
Plantation 2	21
Plantation 3	8
Plantation 5	14
Plantation 8	15
Plantation 6	21
Plantation 1	14
Plantation 7	17
Plantation 4	13
TOTAL	123

Definitions

Healthy tree - relative to neighboring trees, healthy trees have fuller, darker green crowns and straighter stems without broken, dead or forked tops and free of insect damage or mistletoe.

Old character western juniper is defined as a juniper tree having two or more of the attributes below:

- Broad non-symmetrical tops
- Deeply furrowed, often more cinnamon-colored bark
- Twisted trunks or branches
- Dead branches and spike tops
- Large lower limbs
- Trunks containing narrow strips of cambium
- Hollow trunks
- Large trunk diameters relative to tree height
- Branches covered with bright yellow-green lichen

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

Technical Specifications

Cut Specifications

Species	Minimum dbh (inches)	Maximum dbh (inches)
Western juniper, lodgepole pine, white fir, ponderosa pine	4.0	N/A

Residual stocking objectives (perform in order):

1. Cut all non-old character western juniper trees.
2. Cut all white fir.
3. Cut to 50 trees per acre. Clump ponderosa pine trees where possible. Only trees meeting specifications in table above count towards residual stocking.

Tree selection objectives:

- In order, the following species preference takes priority over preferred tree characteristics: ponderosa pine, lodgepole pine.
- Leave trees should be the largest and healthiest trees. The irregular spatial arrangement resulting from selecting the best available trees for retention is desired.
- When possible, do not leave trees with one-sided crowns. When two or more trees have developed one-sided crowns due to proximity, either cut or retain all to meet the desired stocking level.

Stumps shall be cut flat and height shall not exceed six inches, unless natural obstacles obstruct cutting.

Slash Treatment Specifications

- Whole-tree yard all trees 4.0 inches or greater dbh to approved landing locations and pile. Pile size and arrangement will be agreed to and approved by Forest Service.

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 0 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 0 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.

(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

agreement.

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

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

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

F. Communications.

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

G. Smoking and Open Fire Restrictions.

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

H. Blasting.

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

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

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

I. Compliance with State Fire Laws.

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

J. Aircraft Communications.

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

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

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

K. Logging Block Equipment.

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

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

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

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.

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,

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.

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 3.3370 to convert net CCF cruise volumes to Tons.

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.