

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE INTEGRATED RESOURCE CONTRACT (Applicable to Contracts with Measurement after Harvest)		Name of Contractor	
National Forest Tahoe	Ranger District Sierraville	Region Pacific S-West	Contract Number
Contract Name Castle Stewardship Reoffer		Award Date	Termination Date 10/15/2019

The parties to this contract are The United States of America, acting through the Forest Service, United States Department of Agriculture, hereinafter called Forest Service, and _____ hereinafter called Contractor.

Unless provided otherwise herein, Forest Service agrees to sell and permit Contractor to cut and remove Included Timber and Contractor agrees to purchase, cut, and remove Included Timber and complete required stewardship projects.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the award date.

UNITED STATES OF AMERICA

Two Witnesses: 2/

By: _____
 Contracting Officer

 (Name)

 (Title)

 (Address)

 (Contractor) 3/

By: _____

 (Name)

 (Title)

 (Address)

 (Title)

 (Business Address)

I, 4/ _____, certify that I am the _____
 Secretary of the corporation named as Contractor herein; that _____
 who signed this contract on behalf of Contractor, was then _____
 of the corporation; that the contract was duly signed for and in behalf of the corporation by authority of its governing body, and is
 within the scope of its corporate powers.

**CORPORATE
 SEAL 5/**

INSTRUCTIONS:

1/ If Contractor is a corporation, state a "corporation organized and existing under the laws of the State of _____" and specify the State; if Contractor is a partnership, state a "partnership consisting of _____" and specify the names of each partner; and if Contractor is a sole proprietor doing business under an assumed name, state "(n) individual doing business under the name of _____ City of _____, State of _____."

2/ The signatures and addresses of two witnesses are required if Contractor is other than a corporation.

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

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

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

EXAMPLE 1/

Subcontractor Certification
Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Contract Name: _____
National Forest: _____

The prospective subcontractor (participants in lower tier covered transactions) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency.

Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.

Name of Subcontractor: _____
Business Address: _____

_____ Date _____ Signature

1/ It is the Contractor's responsibility to have subcontractors complete this certification and to maintain a file of completed certifications. This certification does not need to be returned to the Forest Service, except at the written request of the Contracting Officer.

A.0 - SPECIFIC CONDITIONS. The following conditions apply to the indicated portions.

A.1 - Location and Area, applicable to B.1

This Contract Area of 1325 acres more or less is located in: Portions of Sections 2 and 24, T.18N., R.13E.; portions of Sections 18, and 20, T.18N., R.14E.; portions of Sections 10, T.19N., R.12E.; and portions of Sections 10, 14, 22, 26, 30, 32 and 34, T.19N., R.13E.; MDM.

A.2 - Volume Estimate and Utilization Standards, applicable to C.1, C.2, C.4, and G.4

Species	Product	Estimated Quantity	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Merch. Factor 1/
Combined Softwood	Sawtimber	55,248.00	Ton	10.0	1	10	6.0	12

Timber Subject to Agreement under K-C.1.1#								
Other Softwood	Grn Bio Cv	unestimated	Ton	6.0	1	10	1.0	16
Total Quantity		55,248.00	Ton					

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

A.3- Timber Designations, applicable to C.3; acres are approximate:

	<u>Number</u>	<u>Acres</u>
Clearcutting Units (C.3.1)	_____	_____
Specified Road Clearing (C.3.2)	_____	_____
Overstory Removal Units (C.3.3)	_____	_____
Understory Removal Units (C.3.4)	_____	_____
Individual Trees (C.3.5)	_____	689.7
Incompletely Marked Timber (C.3.6)	_____	_____

A.4 - Timber Payment Rates, applicable to D.1 and E.0

A.4.1 - Escalated Rates, applicable for Species and Products to be Paid for at Rates Escalated under D.2

Species	Product	Unit of Measure	Rates per Unit of Measure				Required Deposits Slash Disposal \$	Base Index
			Base \$	Advertised \$	Bid Premium \$	Bid (Tentative) \$		
Not Applicable								

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

Species	Product	Unit of Measure	Rates per Unit of Measure				Required Deposits Slash Disposal \$
			Base \$	Advertised \$	Bid Premium \$	Bid (Flat) \$	
Combined Softwood	Sawtimber	Ton	2.73	12.66			2.18
Timber Subject to Agreement under K-C.1.1#							
Other Softwood	Grn Bio Cv	Ton	.10	.10			.00

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

A.4.3 - Stewardship Credits, applicable E.2.2 and K-G.9#

Mandatory Stewardship Projects					
Project Number	Project Description	Units of Measure	Quantity	Bid Rate \$	Total Credits
001	Thinning: Mechanical Thinning & Removal (Trees 6.0" to 9.9" DBH) See K.G.9#	Acres	588.20		
002	Group Selection: Mechanical Cut & Remove (Trees 6.0" to 9.9" DBH) See K.G.9#	Acres	23.70		
003	Aspen Restoration: Cut & Remove (Trees 6.0" to 9.9" DBH) See K.G.9#	Acres	77.80		

Optional Stewardship Projects						
Priority	Project Number	Project Description	Units of Measure	Quantity	Bid Rate \$	Total Credits
		Not Applicable				

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

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

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

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

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

Required Deposits are deposits that Contractor may be required to pay for slash disposal (16 USC 490), road maintenance (16 USC 537), and contract scaling (1994 Appropriations Act). Required Deposits may be adjusted as part of a rate redetermination or a Contract Term Extension. The table shows only Required Deposits for slash disposal; road maintenance deposits, if any, are given in K-F.3.2#; and contract scaling deposits, if any, are given in K-G.8.1.6#.

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

A.5 - Indices Used in Quarterly Adjustment, applicable to D.2

Species	Index Name and Date
Not Applicable	

A.6 - High Stumps, applicable to G.4.1.2

Species	Product	Maximum Stump Height * (inches)
All	All	6

* Minimum 3 inch stump height all trees; Maximum 12 inch stump height for hand felled trees.

A.7 - Specified Roads, applicable to F.2

Name and Date of Governing Road Specifications: Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects(2003)-english

Project		Design Class	Appro. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Construction Staking 1/
0088-009	BALD RIDGE SPUR (R) (segment 0 to .96)	Single Lane - 5 mph	.96 / 1.54	10-11 08/12/2016	FS	FS	Purchaser BC
0956-010	FINDLEY (R) (segment 0 to .45)	Single Lane - 5 mph	.45 / .72	13 08/12/2016	FS	FS	Purchaser BC
0070-020	FRENCH KNOB (R) (segment 2.14 to 2.37)	Single Lane - 5 mph	.23 / .37	4 08/12/2016	FS	FS	Purchaser BC
0086-070-01-20	LACEY CREEK SPUR (R) (segment 0 to .46)	Single Lane - 5 mph	.46 / .74	9 08/12/2016	FS	FS	Purchaser BC
0843-029	MEADOW LAKE SPUR (R) (segment 0 to .49)	Single Lane - 5 mph	.49 / .79	12 08/12/2016	FS	FS	Purchaser BC
0070-040	MOSCOVE (R) (segment 1.4 to 2.87)	Single Lane - 5 mph	1.47 / 2.37	6-7 08/12/2016	FS	FS	Purchaser BC
0070-040-50	MOSCOVE SPUR (R) (segment .18 to .47)	Single Lane - 5 mph	.29 / .47	8 08/12/2016	FS	FS	Purchaser BC
0070-030	PASS CREEK LOOP SPUR (R) (segment .38 to .75)	Single Lane - 5 mph	.37 / .6	5 08/12/2016	FS	FS	Purchaser BC

1/ Indicate timing, i.e., before clearing (BC) or after clearing (AC). Applicable to F.2.1.2.

A.8 - Forest Service Engineering Completion Schedule, applicable to F.2.1

Road No.	Road Name	Type of Work	Completion Date
0070-040-50	MOSCOVE SPUR (R) (segment .18 to .47)	Survey and Design	08/11/2016
0070-030	PASS CREEK LOOP SPUR (R) (segment .38 to .75)	Survey and Design	08/11/2016
0070-020	FRENCH KNOB (R) (segment 2.14 to 2.37)	Survey and Design	08/11/2016
0956-010	FINDLEY (R) (segment 0 to .45)	Survey and Design	08/11/2016

0843-029	MEADOW LAKE SPUR (R) (segment 0 to .49)	Survey and Design	08/11/2016
0088-009	BALD RIDGE SPUR (R) (segment 0 to .96)	Survey and Design	08/11/2016
0086-070-01-20	LACEY CREEK SPUR (R) (segment 0 to .46)	Survey and Design	08/11/2016
0070-040	MOSCOVE (R) (segment 1.4 to 2.87)	Survey and Design	08/11/2016

A.9 - Scaling Instructions and Specifications, applicable to G.8

Name and Date of Governing Instructions: National Forest Cubic Scaling Handbook, FSH 2409.11a. as amended. Cubic Taper 4 as authorized by Regional Forester, February 2001.

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

A.10 - Scaling Services, applicable to G.8.1

Species	Product	Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit \$
All	All	Ton	Intersection of Highway 89 and Fiberboard (07) Road	Total (100%) Weight Scale	.00

A.11 - Minimum Scaling Volumes, applicable to G.8.1

Minimum volume for Continuous Scaling Services in two-week period N/A Ton per scaler

Minimum volume for Intermittent Scaling Services N/A Ton on a N/A basis

A.12 - Fire Precautionary Period, applicable to H.2

April 01 to December 31 , inclusive

A.13 - Contractor's Responsibility to Furnish Crews and Equipment for:

Initial Fire Suppression, applicable to H.3

Within 25 road miles

Fire Suppression Reinforcement, applicable to H.3.1.2 and H.3.1.3

Within 100 road miles

A.14 - Contractor's Obligation per Operations Fire, applicable to H.4.1
Maximum Amount: \$ \$34,000.00

A.15 - Termination Date, applicable to 1.2
October 15, 2019

A.16 - Normal Operating Season, applicable to G.3.1, G.6.6, 1.2.1 and J.3

First Period: July 01 to October 15, inclusive
Second Period: _____ to _____, inclusive

A.17 - Performance Bond Amount, applicable to J.1
Performance Bond Amount: _____

A.18 - Downpayment, applicable to E.2.1.1
Downpayment Amount: Not Applicable

A.19 - Periodic Payment Amount, applicable to E.2.1.3

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

A.20 - Market-Related Contract Term Addition Producer Price Index, applicable to 1.2.1.2

Index Name: Softwood Lumber **Index Number:** 0811

A.21 - Inapplicable Provisions

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

-
- E.2.1.5 DEPOSITS WHEN PAYMENT GUARANTEED
 - E.4 PAYMENTS NOT RECEIVED
 - I.2.1 CONTRACT TERM ADJUSTMENT
 - I.2.1.2 MARKET-RELATED CONTRACT TERM ADDITION

A.22 - List of Special Provisions in Part K

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

-
- K-C.1.1# TIMBER SUBJECT TO AGREEMENT (09/2004)
 - K-C.3.5# DESIGNATION OF TIMBER, CUTTING UNIT BOUNDARIES, AND SUDIVISION/PAYMENT UNIT BOUNDARIES (06/2012)
 - K-C.3.5.1# DESIGNATION BY SPACING (09/2004)
 - K-E.2.1.1 TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)
 - K-E.2.1.5 DEPOSITS WHEN PAYMENT GUARANTEED (05/2010)
 - K-E.4 PAYMENTS NOT RECEIVED (08/2012)
 - K-F.1.2# USE OF ROADS BY CONTRACTOR (09/2004)
 - K-F.1.2.5# SHARE COST ROAD LIABILITY INSURANCE (02/2005)
 - K-F.1.3# ROAD COMPLETION DATE (09/2004)
 - K-F.2.1.3# DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES (09/2004)
 - K-F.3.1# ROAD MAINTENANCE REQUIREMENTS (09/2004)
 - K-F.3.2# ROAD MAINTENANCE DEPOSIT SCHEDULE (08/2012)

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

K-F.3.5#	ROAD AND WATER SUPPLY USE (05/2008)
K-G.2.4#	SITE SPECIFIC SPECIAL PROTECTION MEASURES (09/2004)
K-G.3.1.5#	PROJECT OPERATIONS SCHEDULE (12/2006)
K-G.3.3.1	LOG TRUCKING (02/2005)
K-G.3.7	SUBSTITUTE METHODS (02/2005)
K-G.4.1#	FELLING, BUCKING, AND LIMBING (08/2007)
K-G.4.2#	GROUND BASED SKIDDING (12/2006)
K-G.5	STREAMCOURSE PROTECTION (02/2005)
K-G.6#	EROSION PREVENTION AND CONTROL (05/2008)
K-G.6.2#	SITE SPECIFIC WETLANDS PROTECTION MEASURES (09/2004)
K-G.7#	SLASH TREATMENT (12/2006)
K-G.8.1.5	THIRD PARTY SCALING SERVICES (09/2004)
K-G.9#	STEWARDSHIP PROJECTS (09/2004)
K-H.2#	SPECIFIED FIRE PRECAUTIONS (06/2012)
K-H.2.2#	EMERGENCY PRECAUTIONS (06/2012)
K-I.2.1	CONTRACT TERM ADJUSTMENT (07/2016)
K-I.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)
K-I.6.8# (Option 1)	USE OF TIMBER (09/2004)

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

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

Species	Product
Other Softwood	Grn Bio Cv

that shall be Included Timber upon written agreement.

K-C.3.5# - DESIGNATION OF TIMBER, CUTTING UNIT BOUNDARIES, AND SUBDIVISION/PAYMENT UNIT BOUNDARIES (06/2012)

Trees are designated for cutting under B.3.5# only if designated as shown in the Timber Designation table below. The boundaries of Subdivisions/Payment Units and Cutting Units are designated as shown in the Boundary Designation table below. Trees used for boundary designation are not to be cut.

SPECIFICATIONS PURSUANT TO K-C.3.5# - DESIGNATION OF TIMBER, CUTTING UNIT BOUNDARIES, AND SUBDIVISION/PAYMENT UNIT BOUNDARIES

SPECIFICATIONS PURSUANT TO K-C.3.5# - DESIGNATION OF TIMBER, CUTTING UNIT BOUNDARIES, AND SUBDIVISION/PAYMENT UNIT BOUNDARIES

Timber Designation Table

Subdivision	Tree Paint Color	Designation or Specification
ALL	BLUE	<u>Hazard Tree</u> . Notwithstanding B.3.2 all dead and unstable live trees which are leaning towards a road or are otherwise hazardous to a road, and are sufficiently tall to reach Contractor's landings or the roadbed of National Forest System roads within Contract Area, shall be felled by Contractor when Marked in the specified paint color above and below stump height by Forest Service in advance of felling any other timber in the vicinity. Pieces meeting Utilization Standards from such dead and unstable live trees shall be removed unless Contractor is notified in writing that removal would cause unacceptable damage to areas requiring special protection such as residual timber, roads, administrative sites, streamside management zones, and areas identified on Contract Area Map or on the ground.
Thinning: 1, 3, 5, 7, 8, 10, 11, 12, 15, 16, 18, 19, 20, 21, 22, 23, 24, 29, 32, 33, 34, 35, 36, 37, 38, 40, 42, 43, 44, 45, 46, 48, 50, 51, and 52	BLUE	<u>Individual Tree Mark</u> . Individual trees <u>conifer trees 10.0 – 29.9 inches DBH (dead conifer trees larger than 20.9 inches DBH are not to be cut unless marked)</u> are designated for cutting only if Marked above and below stump height with the specified paint color. Dead trees (snags) larger than 15.0 inches DBH are not to be cut unless marked or designated as a hazard tree.
Group Selection: 6-1, 6-2, and 16-1	WHITE	<u>Leave Tree Mark</u> . All live and <u>dead conifer trees 6.0 – 29.9 inches DBH</u> are designated for cutting unless Marked as leave trees. Leave trees are Marked above and below stump height with the specified paint color. Sale Area Map indicates areas plainly identified on the ground where leave trees are Marked to be left uncut.
Group Selection: 1-1, 1-2, 2-1, 2-2, 3-1, 4-1 thru 4-5, 8-1 thru 8-4, 10-1, 10-2, 12-1 thru 12-4, 20-1, 24-1, 31-1, 31-2, 31-3, 32-1, 32-3, 33-1, 34-1, 37-1, 38-1, 38-2, 40-1, 43-1, 45-1, 45-2, 46-1, 46-2, 46-3, 51-1, and 52-1. Aspen: 22-1, 23-1, 23-2, 25, 32-2, 39, 41, 42-1, 44-1, 47, 49, 53, 54, 55, 56, and 57	ORANGE	<u>Leave Tree Mark</u> . All live and <u>dead conifer trees 6.0 – 29.9 inches DBH</u> are designated for cutting unless Marked as leave trees. Leave trees are Marked above and below stump height with the specified paint color. Sale Area Map indicates areas plainly identified on the ground where leave trees are Marked to be left uncut.
ALL	WHITE or Orange	<u>Wildlife Trees</u> . Notwithstanding the designation for cutting under B.3.1, B.3.3, B.3.4, or B.3.5, trees which are identified by standard Forest Service metal wildlife tree sign or painted with the specified paint color on the uphill and downhill side, shall be left uncut. In event such trees are destroyed in Contractor's Operations, Forest Service may designate alternate trees to be saved.
ALL	GREEN or BLACK	<u>Marked Out Trees</u> . When it is necessary to delete previously marked trees, an unique tree marking paint color will be Marked over or adjacent to the original mark, but will not obscure the original marking. Trees Marked with the original marking paint color and the unique tree marking paint color are not Included Timber.

SPECIFICATIONS PURSUANT TO K-C.3.5# - DESIGNATION OF TIMBER, CUTTING UNIT BOUNDARIES, AND SUBDIVISION/PAYMENT UNIT BOUNDARIES

Timber Designation Table (Continued)

Subdivision	Tree Paint Color	Designation or Specification
Thinning: 1, 3, 5, 7, 8, 10, 11, 12, 15, 16, 18, 19, 20, 21, 22, 23, 24, 29, 32, 33, 34, 35, 36, 37, 38, 40, 42, 43, 44, 45, 46, 48, 50, 51, and 52		<u>Designation by Spacing K-C.3.5.1#</u>

Subdivision/Payment Unit and Cutting Unit Boundary Designation Table

Subdivision/Payment Unit	Boundary Paint Color	Boundary Designation
ALL	Orange	Subdivision Boundaries, as shown on Contract Area Map, are designated with ORANGE painted stump marks and ORANGE boundary tags – two tags facing into the Subdivision and single tags facing along the Subdivision boundary line. Signs with sale name and Subdivision number are posted at corners and along the Subdivision boundary line.

K-C.3.5.1# - DESIGNATION BY SPACING (09/2004)

Within Subdivisions or cutting unit(s) 01, 3, 5, 7, 8, 10, 11, 12, 15, 16, 18, 19, 20, 21, 22, 23, 24, 29, 32, 33, 34, 35, 36, 37, 38, 40, 42, 43, 44, 45, 46, 48, 50, 51, and 52, as shown on Sale Area Map, all live and dead conifer (PP/JP, WF/RF, SP, and LP: 6.0 - 9.9 inches DBH) trees, except trees Marked with ORANGE or WHITE paint or described to be left uncut, that meet Utilization Standards and one or more of the following criteria are designated for cutting.

(a) The required spacing is a maximum average of 17.0 feet. The tree is within 10.0 feet of a live conifer tree that has a larger stump diameter than it; and the larger tree is not designated for cutting.

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

(c) The tree is Marked with BLUE paint.

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

All live conifer trees greater than 10.0 inches DBH and dead conifer trees (snags) greater than 21.0 inches DBH shall be left as leave trees, unless Marked with BLUE paint. No tree greater than or equal to 14.0 inches stump diameter shall be cut, unless Marked with BLUE paint. Cutting unit boundaries and other trees that shall be left uncut are Marked with ORANGE (boundary and leave marked trees) and WHITE (leave marked trees) paint.

Contractor and Forest Service shall agree to skid trail location under G.4.2.2. Skid trails shall be no greater than 12.0 feet wide with a 75.0 foot spacing.

K-E.2.1.1 - TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)

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

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

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

K-E.2.1.5 - DEPOSITS WHEN PAYMENT GUARANTEED (05/2010)

To the extent payment guarantee is provided under E.3, requirements for advance cash deposits under E.2.1.2 shall be waived for the value of Included Timber removed except for:

- (a) Base Rates,
- (b) associated charges, and
- (c) the value of Included Timber exceeding the sum of stewardship credits that have not been established under E.2.2 for mandatory stewardship projects listed in A.4.3 plus optional stewardship projects listed in A.4.3 authorized by Contracting Officer.

Charges for (a), (b) and (c) shall be waived for not more than a monthly billing period, subject to the provisions of E.4.

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.

K-F.1.2# – USE OF ROADS BY CONTRACTOR - Restricted Road List Table

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
07	Fibreboard Road	State Highway 89	Pass Creek Loop Road (70) West	R	<p>Use of Road Restricted 11/15 to 4/30 (Winter Recreational Road Use - see K-G.3.1.5# - Project Operations Schedule)</p>
88	Bald Ridge Loop Road	07	End of Sub. 21 Boundary	R	
86	Meadow Lake Road	301	843	R	
70	Pass Creek Loop Road	07 East	301 West	R	
SIE301	Hennes Pass Road	07	86	R	
SIE301	Hennes Pass Road	70 West	End of Sub. 51 Boundary	R	
NEV843	Tollhouse Lake Road	86	843-15	R	
NEV843	Tollhouse Lake Road	843-27	956	R	
NEV956	Graniteville Road	301	843	R	
ALL including Temporary Roads	All roads used by Purchaser for the removal of Included Products.	Multiple	Multiple	R	

K-F.1.2.5# - SHARE COST ROAD LIABILITY INSURANCE (02/2005)

Contractor is authorized to use cooperative roads constructed under provisions of Sierra Pacific Industries, Cooperator, and Forest Service, and subsequent easements, supplements, and agreements thereto, available for inspection at the Forest Supervisor's Office, Nevada City, California, and subject to the following liability insurance requirements.

Contractor shall provide a satisfactory certificate of insurance covering Contractor's and all subcontractor's operations on cost share roads referred to above.

Contractor shall present the certificate of insurance to Forest Service prior to use of cost share roads.

Insurance shall be of the following form and limits:

Comprehensive Automobile Bodily Injury/Property Damage Liability Insurance covering all owned, leased, hired and non-owned automobiles.

Minimum limits: \$1,000,000 per person bodily injury or death
\$1,000,000 per occurrence bodily injury or death
and \$1,000,000 per occurrence property damage or a
combined single limit of \$2,000,000

- In addition to above, Contractor and Contractor's assigns shall carry the following limits of insurance for the purpose of covering fire suppression expense, property damage to timber land due to fire, and property damage to non-owned automobiles and equipment due to fire.

Comprehensive General Liability Bodily Injury/Property Damage Insurance for minimum limits of:
\$1,000,000 per person bodily injury or death
\$1,000,000 per occurrence bodily injury or death
and \$1,000,000 per occurrence property damage or a
combined single limit of \$2,000,000

- Such Comprehensive General Liability policy shall include an endorsement covering fire suppression expense, property damage to timber land due to fire, and property damage to non-owned automobiles and equipment due to fire. Said endorsement shall have minimum property damage limits of \$2,000,000 and be designated separately on the Certificate of Insurance.

The Certificate of Insurance shall require insurance carrier to notify Cooperator by mail ten (10) days prior to cancellation or expiration of above coverage. The Certificate of Insurance shall also name Sierra Pacific Industries as additionally insured solely as respects operations conducted by or on behalf of the Contractor involving use of the cost shared roads referred to above.

K-F.1.3# - ROAD COMPLETION DATE (09/2004)

Construction of Specified Roads shall be completed no later than 10/15/2017 ; except for earlier construction completion dates for roads listed below:

Road Number	Road Name	Station		Completion Date
		From	To	

N/A

Completion date is binding on the party that constructs road, whether Contractor or Forest Service. Contracting Officer may modify the completion date in writing to conform to the Technical Proposal under G.3.1.1 at the request of Contractor.

When Contractor elects Forest Service construction of Specified Roads shown in contract advertisement, Forest Service may adjust construction completion date when road construction is delayed or interrupted for causes that qualify for an adjustment of the completion date of Forest Service's road construction contract. When qualifying delays or interruptions of road construction occur, Forest Service shall evaluate such occurrences and document any findings. The current status of any adjustment shall be available to Contractor on request. Promptly after the end of Normal Operating Season in which qualifying days occur, Forest Service shall give Contractor written notice of (a) number of qualifying days claimed, and (b) new construction completion dates. After all road construction is complete, Forest Service shall grant Contract Term Adjustment. Such adjustment shall be limited to road completion date delays that occurred during Normal Operating Season.

If Forest Service is responsible for road construction and the actual date of road completion is 1 year or more after the completion date stated above, Contractor may request a rate redetermination under D.3 for remaining volume. Such request must be made within 30 days of notification that road construction has been completed. Upon receipt of such request, Forest Service shall redetermine rates using standard methods in effect on the completion date of road construction. Rates to be established shall apply to all timber removed from Contract Area after the effective date of the rate redetermination.

Forest Service shall in no way be responsible for any delay or damage caused by road contractor in performing the road construction, except such delay as may be the fault or negligence of Forest Service.

When Contractor constructs Specified Roads and requests Contract Term Adjustment, completion dates shall be adjusted by number of days that qualify for such adjustment, provided such qualifying days occur before specified construction completion date. When Contractor desires to construct an alternate facility under F.2.6, Forest Service and Contractor shall agree, in writing, on a construction completion date for alternate facility. Contract Term Adjustment as noted above will apply. Completion date shall be adjusted where a Design Change or physical changes necessitate a modification of Specified Road construction work that increases the scope or magnitude of the required work.

If Contractor fails to complete construction of any or all Specified Roads by applicable completion date, as adjusted, Contract Term Extension shall not be granted.

As used in this provision, construction of a road is completed when:

(a) Contractor constructs Specified Roads and Forest Service furnishes Contractor with written notice of acceptance under G.3.6 or

(b) Forest Service constructs road and furnishes Contractor with written notice authorizing use of road.

Notwithstanding F.1, Contractor shall not use a road that Contractor has elected for Forest Service to construct, until construction is completed and Forest Service furnishes Contractor with written notice authorizing use of road.

K-F.2.1.3# - DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES (09/2004)

Contractor shall make a cash deposit for engineering services (preconstruction and construction) provided by Forest Service for reconstruction of National Forest system roads necessary to accommodate Contractor's use under this contract, pursuant to 16 USC 537.

The total amount to be deposited by Contractor for reconstruction related engineering services to be completed by Forest Service personnel or by public works contract is \$ \$3,522.36 . Contractor shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. In the event a different deposit schedule is agreed to, such deposit shall be due within 15 days after the date of issue indicated on the initial bill for collection, pursuant to E.4.

The amount of the required deposit will be shown as an associated charge on Contractor's Integrated Resource Account. Forest Service shall retain any unexpended deposit for reconstruction related engineering services.

The deposit for reconstruction related engineering services shall be commensurate with project need and Contractor's road use. Forest Service shall complete reconstruction related engineering services on the following schedule unless a different completion schedule is agreed in writing:

Road or Facility No.	Termini		Engineering Services Completion Date
	From	To	
Road-0070-020	2.14	2.37	08/11/2016
Road-0070-030	.38	.75	08/11/2016
Road-0070-040	1.4	2.87	08/11/2016
Road-0070-040-50	.18	.47	08/11/2016
Road-0086-070-01-20	0	.46	08/11/2016
Road-0088-009	0	.96	08/11/2016
Road-0843-029	0	.49	08/11/2016
Road-0956-010	0	.45	08/11/2016

Reconstruction related engineering services may consist of some or all of the engineering work and expense of: preparing, setting out, controlling, inspecting, and measuring the reconstruction of a National Forest system road.

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.

SAMPLE

SPECIFICATIONS PURSUANT TO K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications									
	From	To		T801	T802	T803	T804	T805	T806	T807	T808	T809	T810
07	07-97 Road	SIE 310	15.1										
70	70-50 Road	07 Road	4.4			P				P			
70-20	Sub. 32	70 Road	2.8			P	P			P	P		
70-30	Sub. 38	70 Road	0.7			P				P	P		
70-40	Sub. 54	Sec11	5.5			P				P	P		
70-40-50	Sub. 55	70-40 Road	0.6			P				P	P		
70-40-60	Sub. 56	70-40 Road	0.5			P				P	P		
70-50	Sub. 34	70 Road	1.4			P				P			
86	86-70 Road	SIE 301	6.1			P							
86-70	Sec. 20	86 Road	2.7			P	P	P		P			
86-70-01	86-70-01-20	86-70 Road	0.7			P				P			
86-70-01-10	Sub. 8	86-70-01 Road	0.2			P				P			
86-70-01-20	Sub-unit 6-1	86-70-01 Road	0.4										
88	Sub. 21	07 Road	2.8			P							
88-09	Sub. 45	88 Road	1.0										
88-10	Sub. 44	88 Road	0.3			P		P		P			
843-29	Sub. 24	NEV 843	0.6										
956-10	Middle of Sec. 30	NEV 956	0.4										
301-35	Sub. 11	SIE 301	0.4			P				P			
SIE301	Sub. 51	Jackson Mdws Res.	5.5										
NEV843	NEV843	86 Road	1.3										
NEV843	Sub. 25	NEV956	2.5										
NEV956	956-10	SIE301	2.3										

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

SPECIFICATIONS PURSUANT TO K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To		T801	T802	T803	T804	T805	T806	T807	T808	T809	T810
07	07-97 Road	SIE 310	15.1										
70	70-50 Road	07 Road	4.4			P			P	P			
70-20	Sub. 32	70 Road	2.8			P			P	P			
70-30	Sub. 38	70 Road	0.7			P			P	P			
70-40	Sub. 54	Sec11	5.5			P			P	P			
70-40-50	Sub. 55	70-40 Road	0.6		P	P		P	P	P			
70-40-60	Sub. 56	70-40 Road	0.5			P		P	P	P			
70-50	Sub. 34	70 Road	1.4			P			P	P			
86	86-70 Road	SIE 301	6.1			P		P	P				
86-70	Sec. 20	86 Road	2.7			P		P	P	P			
86-70-01	86-70-01-20	86-70 Road	0.7			P			P	P			
86-70-01-10	Sub. 8	86-70-01 Road	0.2			P			P				
86-70-01-20	Sub. 6-1	86-70-01 Road	0.4			P		P	P	P			
88	Sub. 21	07 Road	2.8		P	P			P				
88-09	Sub. 45	88 Road	1.0		P	P		P	P	P			
88-10	Sub. 44	88 Road	0.3			P		P	P	P			
843-29	Sub. 24	NEV 843	0.6			P		P	P	P			
956-10	Middle of Sec. 30	NEV 956	0.4			P		P	P	P			
301-35	Sub. 11	SIE 301	0.4			P			P	P			
SIE301	Sub. 51	Jackson Mdws Res.	5.5						P				
NEV843	NEV843	86 Road	1.3						P				
NEV843	Sub. 25	NEV956	2.5						P				
NEV956	956-10	SIE301	2.3						P				

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

SPECIFICATIONS PURSUANT TO K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications									
	From	To		T801	T802	T803	T804	T805	T806	T807	T808	T809	T810
07	07-97 Road	SIE 310	15.1										
70	70-50 Road	07 Road	4.4			P							
70-20	Sub. 32	70 Road	2.8			P						P	
70-30	Sub. 38	70 Road	0.7			P						P	
70-40	Sub. 54	Sec11	5.5			P		P				P	
70-40-50	Sub. 55	70-40 Road	0.6			P		P				P	P
70-40-60	Sub. 56	70-40 Road	0.5			P		P				P	P
70-50	Sub. 34	70 Road	1.4			P						P	P
86	86-70 Road	SIE 301	6.1			P		P					
86-70	Sec. 20	86 Road	2.7			P		P					
86-70-01	86-70-01-20	86-70 Road	0.7			P							
86-70-01-10	Sub. 8	86-70-01 Road	0.2			P							
86-70-01-20	Sub. 6-1	86-70-01 Road	0.4			P		P				P	
88	Sub. 21	07 Road	2.8		P	P							
88-09	Sub. 45	88 Road	1.0		P	P		P					P
88-10	Sub. 44	88 Road	0.3			P		P					
843-29	Sub. 24	NEV 843	0.6			P		P				P	P
956-10	Middle of Sec. 30	NEV 956	0.4			P		P				P	
301-35	Sub. 11	SIE 301	0.4			P						P	
SIE301	Sub. 51	Jackson Mdws Res.	5.5										
NEV843	NEV843	86 Road	1.3										
NEV843	Sub. 25	NEV956	2.5										
NEV956	956-10	SIE301	2.3										

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

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 \$1.06 per Ton for recurrent maintenance, and \$.35 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-F.3.5# - ROAD AND WATER SUPPLY USE (05/2008)

National Forest water supply locations, access, method of filling trucks, period of water availability and procedures designed to maintain water quality at each location shall be agreed in advance of use. Such use shall at no time reduce water supplies to the level that further use may be detrimental to aquatic resources or other established use. Waterholes and other improvements relating to said water supplies shall be put into condition, prior to expected seasonal periods of precipitation or runoff, to avoid resource damage.

Damage to resources at such locations caused by Contractor's Operations, other than fire suppression activities, shall be repaired by Contractor in a timely and agreed manner to the extent practicable to restore and prevent further resource damage.

Unless otherwise agreed, Contractor's use of roads and other water supply requirements shall conform to the following table.

See Table A.

SPECIFICATIONS PURSUANT TO K-F.3.5# - REQUIREMENTS OF ROAD AND WATER SUPPLY USE

<p>Load Limitations</p>	<p>Contractor shall notify Forest Service in writing of the planned size and load distribution for equipment which exceeds the State of California Vehicle Code legal size and weight, and the National Forest System roads to be used. Such notice may be part of plan of operation under G.3.1.1. Within 15 days after receipt of the written notice Forest Service shall notify Contractor in writing of any regulations or restrictions that may be needed to protect National Forest Transportation Facilities.</p> <p>A written permit shall be required for moving any vehicle which is in excess of the established legal size and weight which is not listed in the above plan, except as may be authorized in prior written agreements.</p>																				
<p>Existing Non-National Forest System Roads</p>	<p>Roads not shown on Contract Area Map may be used as Temporary Roads if there is agreement before use is started.</p>																				
<p>Snow Removal</p>	<p>If Contractor removes snow from roads, such work shall be done with Forest Service approval and in a manner that will protect roads and adjacent resources.</p> <p>Snow berms shall be removed or placed to avoid accumulation of melt water on the road and prevent water concentration on erosive slopes or soils.</p> <p>Snow must not be removed to the road surface. A minimum 6.0 inch snow depth must be left to protect the roadway. If the road surface is damaged, Contractor shall replace lost surface material and repair structures damaged in blading operations prior to hauling, unless climatic conditions prevent necessary work from being accomplished or as otherwise agreed in writing.</p> <p>Single lane roads shall be plowed full width including turnouts. In event double lane roads are not plowed to full width, warning signs shall be required and plowing shall be no less than single lane (12 feet) with intervisible turnouts.</p>																				
<p>Water Supply Deposits</p>	<p>If Contractor utilizes the water site located N/A, for any listed activity, Contractor shall make deposit with Forest Service for that activity at the time and in the amount shown in the Water Supply Deposit Schedule table below.</p> <p style="text-align: center;">WATER SUPPLY DEPOSIT SCHEDULE</p> <table border="1" data-bbox="418 1243 1429 1449"> <thead> <tr> <th data-bbox="418 1243 620 1318">Activity</th> <th data-bbox="620 1243 821 1318">Unit of Payment</th> <th data-bbox="821 1243 1023 1318">Unit Cost</th> <th data-bbox="1023 1243 1224 1318">Total Cost</th> <th data-bbox="1224 1243 1429 1318">Time of Payment</th> </tr> </thead> <tbody> <tr> <td data-bbox="418 1318 620 1360">N/A</td> <td data-bbox="620 1318 821 1360"></td> <td data-bbox="821 1318 1023 1360"></td> <td data-bbox="1023 1318 1224 1360"></td> <td data-bbox="1224 1318 1429 1360"></td> </tr> <tr> <td data-bbox="418 1360 620 1402"></td> <td data-bbox="620 1360 821 1402"></td> <td data-bbox="821 1360 1023 1402"></td> <td data-bbox="1023 1360 1224 1402"></td> <td data-bbox="1224 1360 1429 1402"></td> </tr> <tr> <td data-bbox="418 1402 620 1449"></td> <td data-bbox="620 1402 821 1449"></td> <td data-bbox="821 1402 1023 1449"></td> <td data-bbox="1023 1402 1224 1449"></td> <td data-bbox="1224 1402 1429 1449"></td> </tr> </tbody> </table>	Activity	Unit of Payment	Unit Cost	Total Cost	Time of Payment	N/A														
Activity	Unit of Payment	Unit Cost	Total Cost	Time of Payment																	
N/A																					

SPECIFICATIONS PURSUANT TO K-F.3.5# - REQUIREMENTS OF ROAD AND WATER SUPPLY USE (CONTINUED)

Surface Replacement Deposits	Contractor shall make Required Deposits for deferred surface replacement (16 U.S.C. 537) for use of existing surfaced roads. If applicable, such deposits shall be based upon the volume and distance hauled on the roads and at the applicable rates listed in the table below titled Surface Replacement Deposit Schedule. If Contractor uses surfaced roads under jurisdiction of Forest Service other than those listed, Forest Service may establish applicable rates for such surfaced roads.				
	SURFACE REPLACEMENT DEPOSIT SCHEDULE				
	Road No.	From	To	Miles	Rate
	07	07-97 Road	SIE 310	15.1	\$1.85 Per Green Ton Deposited to Fund Code # FSSR01
	70	70-50 Road	07 Road	4.4	
	70-20	Sub. 32	70 Road	2.8	
	70-30	Sub. 38	70 Road	0.7	
	70-40	Sub. 54	Sec11	2.1	
	70-40-50	Sub. 55	70-40 Road	0.3	
	70-40-60	Sub. 56	70-40 Road	0.5	
	70-50	Sub. 34	70 Road	1.4	
	86	86-70 Road	SIE 301	6.1	
	86-70	Sec. 20	86 Road	2.7	
	86-70-01	86-70-01-20	86-70 Road	0.7	
	86-70-01-10	Sub. 8	86-70-01 Road	0.2	
	86-70-01-20	Sub. 6-1	86-70-01 Road	0.4	
	88	Sub. 21	07 Road	2.8	
	88-09	Sub. 45	88 Road	1.0	
	88-10	Sub. 44	88 Road	0.3	
	301-35	Sub. 11	SIE 301	0.4	
843-15	Sec. 11	NEV 843	1.3		
843-29	Sub. 24	NEV 843	0.6		
956-10	Middle of Sec. 30	NEV 956	0.4		
Contract Area Average Rate: \$ <u>1.85</u> / Ton					

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: SITE LOCATIONS ARE NOT SHOWN ON SALE AREA MAP - No operations, equipment, or disturbance permitted within Cultural Resource Area site boundaries; directional fell away from site(s); no slash to be deposited within site boundaries. Boundaries of site(s) are flagged with Blue and Black striped flagging, and/or Yellow Equipment Keep Out signs. Aspen trees with historic carvings are to be protected during all operations (falling, skidding, yarding, etc.). Aspen trees with carvings that are to be protected during operations are flagged with Blue and Black striped flagging tied around the tree bole. A separate confidential map of the Cultural Resource site locations is available for review by Purchaser at the Sierraville Ranger District Office.

Wildlife and Botanical Protection Measures: Wildlife - Limited Operating Periods (LOP); see K-G.3.1.5# - Sale Operations Schedule, for specific LOP dates and affected subdivisions or operations affected. Large stick nests (hawks, eagles, owls, or osprey) discovered during operations will be protected and reported to the Forest Service. If upon determination by the District Wildlife Biologist that the nest is active; a LOP may be instituted to protect nesting birds. Sierra Mountain Yellow Legged Frog - a LOP may be instituted to protect adult frogs or tadpoles if discovered. See K-G.3.1.5# for water drafting requirements.

Botanical Sites (Controlled Areas) - No operations, equipment or disturbance permitted within Controlled Area; directional fell away from Controlled Areas; no slash to be deposited within Controlled Area boundaries. Boundaries of Controlled Areas are designated on the ground with Orange and White striped flagging printed with "Special Treatment Zone" and/or Yellow Equipment Keep Out signs.

Cave Resource Protection Measures: N/A

K-G.3.1.5# - PROJECT OPERATIONS SCHEDULE (12/2006)

Unless otherwise agreed in writing, Contractor's Operations shall be performed in accordance with the following schedule:

See Table A.

SCHEDULE PURSUANT TO K-G.3.1.5# - PROJECT OPERATIONS SCHEDULE (12/2006)

Table A

Subdivision/ Area/Unit	Conditions of Operation	Purpose
<p>ALL Except 22-1, 23-1 thru 23-2, 25, 32-2, 39, 41, 42-1, 44-1, 47, 49, 53, 54, 55, 56, and 57</p>	<p>For operations approved outside of the Normal Operating Season (October 16 to July 1, inclusive), Purchaser's operations shall be conducted per the requirements of the Tahoe National Forest "Outside Normal Operating Season Standards".</p>	<p>Reduce soil compaction, disturbance and protect water quality.</p>
<p>22-1, 23-1 thru 23-2, 25, 32-2, 39, 41, 42-1, 44-1, 47, 49, 53, 54, 55, 56, and 57</p>	<p>No winter (over the snow) timber sale operations will be approved by the Forest Service outside of the Normal Operating Season (October 16 to July 1, inclusive).</p>	<p>Sensitive soils and water quality.</p>
<p>ALL</p>	<p>Utilize pre-existing landing locations where possible. Locate all new landings off of main public travel corridors and outside of Riparian Habitat Conservation Areas (RHCAs). Landing locations, or necessary expansion of pre-existing landings to accommodate deck or piling of non-saw material, shall be carefully planned to minimize the number needed and will consider site-specific factors such as topography, watershed and other resource protection concerns, safety, and contract operational needs. Where site-specific resource protection concerns are not otherwise limiting, the number of landings should not exceed 1 landing per 30 acres. To minimize the number of landings, utilize roads for skidding unless site conditions rule this out due to possible safety or resource protection concerns. For landings that service more than 15 acres of harvest, stage-logging by felling, skidding and removing Included Timber in two or more separate operations may be required where landing size is limited.</p>	<p>Reduce soil compaction, disturbance and protect water quality.</p>
<p>ALL except 10, 53, 54, 55, 56, and 57</p>	<p>Harvesting operations will be confined to designated main skid roads until soil conditions are dry. Dry soil is defined as soil when sampled from a specified depth below the surface and placed in the hand and squeezed, the hand shows no significant moisture stains. When soil is dry, Purchaser may use additional skid trails agreed upon by Forest Service and Purchaser.</p> <p>Specific harvesting equipment restrictions relating to dry soil are as follows:</p> <ol style="list-style-type: none"> 1) Equipment rated as low-ground-pressure, which is defined as equipment applying an average ground pressure of 8.0 or less pounds per square inch design load, is restricted to main skid roads until the soil is dry to a depth of 4 inches. 2) Equipment rated as high-ground-pressure equipment which is defined as equipment applying an average ground pressure of 8.0 or greater pounds per square inch design load, is restricted to main skid roads until the soil is dry to a depth of 10 inches and while minimizing damage to residual trees. 	<p>Reduce soil compaction, disturbance and protect water quality.</p>

SCHEDULE PURSUANT TO K-G.3.1.5# - PROJECT OPERATIONS SCHEDULE (12/2006)

Table A (continued)

<p>ALL</p>	<p>Within a subdivision/unit boundary, unless otherwise agreed in writing, Equipment Exclusion Zones are shown on sale area map and/or identified on the ground by equipment and vehicle prohibited signs.</p> <p>Skid trails shall be located no less than 60 feet from the high-water mark of stream courses identified on the sale area map. Skidding equipment shall not operate within the 60 foot buffer strip.</p> <p>Feller-buncher equipment is permitted to operate within the RHCA and reach into buffer strip to cut and remove designated timber unless otherwise stated. The feller-buncher shall remove designated timber to approved skid trails. Feller-buncher operators are to minimize turning to prevent excessive soil disturbance. Equipment will back out of areas within the RHCA.</p> <p>All equipment shall operate perpendicular to the streamcourse or gradient where small drainages to be avoided are flagged or where multi-channeled conditions (Controlled Equipment Access Areas) have been identified on the Sale Area Map.</p>	<p>Reduce soil compaction, disturbance and protect water quality.</p>
<p>10 and 53</p>	<p>ALL equipment, including feller-bunchers, is restricted to main skid roads until the soil is dry to a depth of 10 inches and while minimizing damage to residual trees, unless earlier entry is determined to be appropriate after an on-site inspection by the soil scientist or hydrologist in coordination with the timber sale administrator and Purchaser.</p>	<p>Reduce soil compaction, disturbance and protect water quality.</p>
<p>54, 55, 56, and 57</p>	<p>The operation of feller-buncher equipment within stream and meadow buffer zones (located outside of equipment exclusion zones) shall only be allowed when soils are dry to 10 inches. Exceptions will be allowed in specific locations, in which the Forest Service after an on-site inspection, by the soil scientist or hydrologist in coordination with the timber sale administrator and Purchaser, determines that equipment access when soils are dry to less than 10 inches would not cause resource damage.</p>	<p>Reduce soil compaction, disturbance and protect water quality.</p>
<p>ALL</p>	<p>Special Erosion Prevention Measures K-G.6# - On designated areas, implement mulching of skid trails using slash, rice straw or wood chips, whichever is available. On skid trails located on soils with a very high Erosion Hazard Rating (EHR) and on skid trail crossing in RHCAs (designated skid trails and ephemeral and intermittent stream crossings) and on endline drag channels that exceed 4 inches depth on greater than 5% slopes in RHCAs and 10% slopes on adjacent uplands where endlining is required. This requirement may be modified by the Forest Service after an on-site inspection by the soil scientist or hydrologist in coordination with the timber sale administrator and fuels officer.</p> <p>Mulch used for erosion control will be spread to a maximum depth of 4.0 inches on skidtrails. Existing slash adjacent to skidtrails will be utilized, if available, before slash from landings.</p>	<p>Reduce soil compaction, disturbance and protect water quality.</p>

SCHEDULE PURSUANT TO K-G.3.1.5# - PROJECT OPERATIONS SCHEDULE (12/2006)

Table A (continued)

<p>ALL LANDINGS</p>	<p>After completion of landing operations, which includes chipping, any concentrations of chips remaining on the landing shall be pulled away from residual timber on the perimeter of the landing. To protect the residual timber, as a method of treatment, Purchaser may be required to hand rake chips away from the boles. Chips shall be scattered on the landing to a depth of no more than 4.0 inches.</p> <p>Concentrations of landing slash shall be pulled away from residual timber on the perimeter of the landing and machine piled into the landing slash pile as required in <u>K-G.7# - Slash Treatment</u>. Landing slash shall not be transported outside the landing perimeter without authorization from the Forest Service.</p>	<p>Erosion control and fuels reduction.</p>
<p>ALL</p>	<p>Ground skidding equipment will be used on slopes no greater than 30% slope with short pitches up to 200 feet up to 35%. Short pitches over 35% may be agreed to on a site-specific basis as approved by the Forest Service. All skid trails over 30% will be mulched.</p> <p>Mulch (limb slash, wood chips, etc.) where agreed to be used for erosion control, will be spread to a maximum depth of 4.0 inches on skidtrails. Existing slash adjacent to skidtrails will be utilized, if available, before slash from landings.</p>	<p>Reduce soil compaction, disturbance and protect water quality.</p>
<p>ALL</p>	<p>Within RHCAs, equipment should be limited to slopes $\leq 20\%$ if the slope is directly above and runs continuously down to a stream channel. If the slope is $> 20\%$, but does not slope directly into the creek, the 30% rule with no operations on short pitches to 35% will be permitted. Do not track up and down drainage pathways and minimize all equipment movement through swales. When equipment is operating inside RHCAs, minimize ground disturbance with short perpendicular entries into the RHCA. Backblade any berms created by equipment that could concentrate water.</p>	<p>Reduce soil compaction, disturbance and protect water quality.</p>
<p>1, 8, 22, 35, 39, 41, 42, 47, 53, 55, 56, and 57</p>	<p>In <u>Controlled Equipment Access Areas</u> designated on the Sale Area Map, skidding and harvesting equipment is to stay to designated skid trails and access points as approved by the Forest Service to minimize soil disturbance and protect water quality. These areas are designated with white signs with black lettering stating "Controlled Equipment Access Behind This Sign".</p>	<p>Reduce soil compaction, disturbance and protect water quality.</p>
<p>53</p>	<p>Within this subdivision operations cannot meet the 25 foot equipment exclusion due to the gullied and multi-channeled inherent characteristics of this unit. In this unit, equipment operation on the upland between drainages will be favored over working perpendicular to the drainages. <u>Skidding equipment</u> will back up to bundles to minimize turning.</p>	<p>Reduce soil compaction, disturbance and protect water quality.</p>
<p>54</p>	<p>On the drainage on west side of subdivision, crossing of the drainage would occur on the existing crossing at the upper end of the unit.</p>	<p>Protect water quality.</p>

SCHEDULE PURSUANT TO K-G.3.1.5# - PROJECT OPERATIONS SCHEDULE (12/2006)

Table A (continued)

55 and 56	Seasonal wet areas: Open, grassy areas in these subdivisions will not be entered by feller-buncher or skidding equipment. An on-site inspection by the soil scientist or hydrologist in coordination with the timber sale administrator and Purchaser will be required before skid trail layout is approved.	Reduce soil disturbance and protect meadow habitat.
16	Crossing 1 (see Contract Map for location) The planned streamcourse crossing is located as designated on Contract Area Map. Type and design of crossing (will likely require installation of a temporary culvert or logs) and location of the temporary road will be subject to Forest Service approval. All materials and debris associated with the temporary crossing shall be removed after completion of skidding operations and the stream channel crossing will be rehabilitated back to its original condition. The approaches to the stream crossing shall be stabilized with weed free mulch and/or slash after use. Any non-native materials used for crossing will be removed from National Forest Lands by Purchaser. Temporary crossing will be removed the same season of installation and removal/stabilization will occur no later than October 15 of the season of installation.	Protect water quality.
ALL	All operations shall fully comply with the requirements of the Lahontan and/or Central Valley Regional Water Quality Board "Timber Waiver" covering activities conducted under this contract.	Protection of water quality.
ALL	<p><u>Road Dust Abatement</u></p> <ul style="list-style-type: none"> • Water and road palliatives (including magnesium chloride) will be used on roads for dust abatement. Water will be preferred except on roads where distance limits practical application of water. When using road palliatives other than water, application will include a 25 foot buffer from flowing water. <p><u>Temporary Roads</u></p> <ul style="list-style-type: none"> • Limit the amount of temporary road construction by maximizing the skidding distance. • Minimize the length and width of the roads. • Avoid unstable areas where there is potential for mass soil erosion. • Decommission all temporary roads. <p><u>System Roads</u></p> <ul style="list-style-type: none"> • Require a dust palliative on all primary system roads. • Water may be used to reactivate dust palliatives on all roads. • Where streams are the sole water source, drafting would be allowed until stream flows reach 2 cubic feet per second (CFS). Below 2 CFS, drafting would only be allowed in previously developed off-site water impoundments as approved by the Forest Service. 	Reduce soil disturbance, protect water quality and maintain road surfaces.
ALL	Purchaser shall deck Sawtimber and Non-Sawtimber separately in the landing. Sawtimber removed from each landing prior to any removal of Non-Sawtimber. Forest Service shall inspect and approve utilization and removal of Sawtimber products prior to the initiation of Non-Sawtimber product removal on a landing-by-landing basis.	Accountability for sales having two products with different pricing.
ALL	All Included Products felled in the woods must be removed within 30 days of cutting from June 1 through and including September 30 . Outside of this time period, felling shall be limited to the amount of Included Products that can be removed from the Sale Area within 4 weeks.	Fuels reduction during period of high fire danger.

SCHEDULE PURSUANT TO K-G.3.1.5# - PROJECT OPERATIONS SCHEDULE (12/2006)

Table A (continued)

<p>33, 33-1, 35, 36, 37, 37-1, 43, 43-1, 44, 44-1, 45, 45-1, 45-2, 46, 46-1, 46-2, 46-3, 48, 49, and 50</p>	<p>A Limited Operating Period (LOP) will be in effect for these Subdivisions from February 15 through and including September 15 for a northern goshawk protected activity center (PAC). No operations allowed in listed subdivisions during the LOP. This LOP maybe modified by the Forest Service, if surveys determine nesting periods have differed from the one listed or nesting will not be affected within a ¼ mile of harvesting activities.</p> <p>Within these subdivisions minimize the length and width of temporary road construction, and if landing construction cannot be avoided, minimize the size of landings to reduce impacts on the adjacent northern goshawk PAC. This requirement maybe modified by the Forest Service, if surveys determine nesting periods have differed from the one listed or nesting will not be affected within a ¼ mile of harvesting activities.</p>	<p>Protection of endangered or threatened species.</p>
<p>03, 3-1, 4-1, 4-2, 4-3, 4-4, 4-5, 24, 24-1, 36, 46, 46-1, 46-2, and 46-3</p>	<p>A Limited Operating Period (LOP) will be in effect for this Subdivision from May 1 through and including August 1 to protect potential denning sites for the American marten. No operations allowed in listed subdivision during the LOP. The LOP maybe modified by the Forest Service, if surveys determine denning will not be negatively affected for that season of operation.</p>	<p>Protection of endangered or threatened species.</p>
<p>ALL</p>	<p>If detection of a wolverine or Sierra Nevada red fox is verified, the Forest Service will determine if activities within 5 miles of the detection have a potential to affect the species. If necessary, a Limited Operating Period (LOP) will be implemented from January 1 through and including June 30, to avoid adverse impacts to potential breeding. No operations allowed in listed subdivisions during the LOP, if implemented.</p>	<p>Protection of endangered or threatened species.</p>
<p>ALL</p>	<p>If large stick nests or signs of active denning are observed in or near trees that are designated for removal or in down logs, the occurrence and location should be reported to a wildlife biologist to determine the need for further review.</p>	<p>Protection of endangered or threatened species.</p>
<p>ALL</p>	<p>In all Subdivisions avoid the felling of trees greater than 30 inches DBH during the location of new road construction, temporary roads, skid trails and landings, to maintain large tree wildlife habitat. The timber sale administrator and Purchaser will coordinate with the district wildlife biologist, if trees larger than 30 inches DBH need to be cut for operational or safety reasons.</p>	<p>Protection of endangered or threatened species.</p>
<p>ALL</p>	<p>If a new Threatened, Endangered, or Sensitive (TES) species is listed or discovered, or a nesting TES species is found within 0.25 miles of project activities, a limited operating period appropriate for the TES species will be implemented for the effected subdivisions based on the recommendation by a qualified wildlife or fisheries biologist.</p>	<p>Protection of endangered or threatened species.</p>

SCHEDULE PURSUANT TO K-G.3.1.5# - PROJECT OPERATIONS SCHEDULE (12/2006)

Table A (continued)

<p>DRAFTING SITES</p>	<p>For the protection of the Mountain Yellow-legged frog (MYLF) the following drafting mitigation measures may be required under the direction of the Sale Administrator and fisheries biologist:</p> <ul style="list-style-type: none"> • Drafting hose will have a suction strainer with holes 2 millimeters or less in size. • The end of the drafting hose will be placed in a clean plastic 5 gallon bucket to avoid disturbing the sediment in the stream channel. • Drafting will occur in the deepest portion of the stream channel. • Drafting equipment shall be secured to prevent equipment from drifting down stream. <p>An on-site inspection by the Sale Administrator and contractor in coordination with the fisheries biologist will be required before any drafting site is approved for use by the Forest Service.</p>	<p>Protection of endangered or threatened species.</p>
<p>ALL</p>	<p>A Limited Operating Period (LOP) for Over the Snow Vehicle (OSV) use will be in effect from November 15 through and including April 30 to avoid conflicts and ensure public safety during winter sports use on designated snowmobile routes on 07 (Fiberboard), 70 (Pass Creek Loop), 86 (Meadow Lake), 88 (Bald Ridge Loop), 301 (Hennes Pass), 843 (Tollhouse Lake) and 956 (Graniteville) Roads. Snow plowing or removal will not be permitted unless approved by the Forest Service. Snow plowing or removal shall be conducted per the requirements of the Tahoe National Forest "Outside Normal Operating Season Standards".</p>	<p>Winter recreational road use and public safety.</p>

K-G.3.3.1 - LOG TRUCKING (02/2005)

To promote safe operations on National Forest roads and on Specified Roads, loads shall be safely secured before trucks move from the landing or loading location.

K-G.3.7 - SUBSTITUTE METHODS (02/2005)

Notwithstanding other provisions herein, for minor changes such as changes in logging systems for areas smaller than 5 acres, Contractor and Forest Service may agree in writing that use of substitute methods or equipment will achieve Forest Service objectives under this contract and may be used in lieu of those specified for Contractor's Operations.

K-G.4.1# - FELLING, BUCKING, AND LIMBING (08/2007)

Unless otherwise agreed in writing, Contractor's felling, bucking, and limbing operations shall be conducted as specified in the table below.

See Table A.

SPECIFICATIONS AND TREATMENTS PURSUANT TO K-G.4.1# - FELLING, BUCKING AND LIMBING

Treatment Method	Felling, Bucking and Limbing Specifications
Limbing	Outside of construction clearings, Clearcutting Units and regeneration units, unless otherwise provided by G.4.1.4, Purchaser shall, prior to skidding/yarding operations, cut exposed limbs from products which are to be skidded/yarded. Such limbing of stems shall be done to a top diameter of approximately N/A inches, at which point the top shall be cut from the remainder of the stem.
No Lop "No Lop"	Within units or subdivisions designated NO LOP on Contract Area Map, trees shall be skidded/yarded to agreed landing locations prior to lopping.
Whole Tree Yarding "Whole"	Notwithstanding the requirements above, within units or subdivisions designated "Whole" on Contract Area Map, trees smaller than 24 inches DBH shall be skidded/yarded to agreed landing locations prior to limbing, bucking, and lopping. Trees larger than or equal to 24 inches DBH shall be bucked into two or more pieces with the butt portion being no longer than 41 feet prior to skidding/yarding. The butt log shall be limbed prior to skidding/yarding.
Directional Felling	Within areas designated DF on Contract Area Map, Included Timber shall be directionally felled away from <u>Streamcourses, Springs, Meadows, Seasonal Wet Areas, Fens, Cultural Resource Sites, Improvements, Property Boundaries, Section Corners and Controlled Areas</u> with the use of specialized equipment. Such directional felling shall not be required when in the faller's judgment it is unsafe to do so, and shall be left standing.
Treatment of Stumps	<p>Within areas shown on Contract Area Map, Contractor shall treat stumps of all live conifer trees equal to or greater than 14.0 inches stump diameter, (measured inside bark) unless otherwise agreed in writing. Treatment shall be with a borate compound registered by EPA in the State of California for prevention of annosus root disease.</p> <p>Treatment shall consist of removal of sawdust and other loose debris from the cut surface of the stump and application of a thin layer of the borate compound uniformly over the entire cut surface, including exposed wood surfaces on the stump sides, at the rate specified on the product label. Any surface irregularities on the stump preventing application of a uniform layer of borate compound shall be cut level prior to treatment. Unless waived in writing, Contractor shall also apply an approved colorant mixed with the borax to insure complete coverage. Treatment should be done as soon as possible but shall be completed no later than 4 hours after felling, otherwise stumps shall be re-cut and treated.</p> <p>Contractor shall not apply borate compound during heavy rain fall or when such precipitation rate is predicted within 8 hours of application to cause borate compound to be flushed off the stump and become ineffective, in that case treatment shall be reapplied. Application shall be completed within 24 hours of the precipitation having ceased. Borate compound also shall not be applied to stumps located within 25 feet of live streamcourses and meadows/wetlands shown on Contract Area Map and/or 25 feet of sensitive plant location boundaries as flagged on the ground.</p> <p>Contractor shall provide the borate compound and colorant and apply it in compliance with the State of California laws and regulations pertaining to pesticides and pest control operations. Borate compound storage shall be located such that any spillage will not contaminate water. All spills shall be promptly cleaned up and spilled material disposed of according to the product label. All spills occurring in water or over 1 pound shall be reported to Forest Service within 4 hours.</p> <p>Contractor shall submit at the end of each month a "Monthly Summary of Pesticide Use Reports" to the appropriate County Agricultural Commissioner with a copy to the District Ranger.</p>

SPECIFICATIONS AND TREATMENTS PURSUANT TO K-G.4.1# - FELLING, BUCKING AND LIMBING
(CONTINUED)

<p>Maximum Log Length</p>	<p>Cut trees shall be bucked prior to skidding so that resulting logs shall not exceed the maximum log length including trim allowance shown in following table:</p> <table border="1" data-bbox="573 361 1408 541"> <thead> <tr> <th data-bbox="573 361 954 407">Unit Number</th> <th colspan="2" data-bbox="954 361 1408 407">Maximum Log Length</th> </tr> </thead> <tbody> <tr> <td data-bbox="573 407 954 453">N/A</td> <td colspan="2" data-bbox="954 407 1408 453"></td> </tr> <tr> <td data-bbox="573 453 954 499"></td> <td colspan="2" data-bbox="954 453 1408 499"></td> </tr> <tr> <td data-bbox="573 499 954 541"></td> <td colspan="2" data-bbox="954 499 1408 541"></td> </tr> </tbody> </table>			Unit Number	Maximum Log Length		N/A											
Unit Number	Maximum Log Length																	
N/A																		
<p>Minimum Stump Height</p>	<table border="1" data-bbox="573 630 1408 936"> <thead> <tr> <th data-bbox="573 630 854 701">Unit/Subdivision</th> <th data-bbox="854 630 1135 701">Minimum Stump Height (inches)</th> <th data-bbox="1135 630 1408 701">Purpose or Reason</th> </tr> </thead> <tbody> <tr> <td data-bbox="573 701 854 802">ALL</td> <td data-bbox="854 701 1135 802">3.0</td> <td data-bbox="1135 701 1408 802">Timber accountability/ Fire precaution/Stump treatment</td> </tr> <tr> <td data-bbox="573 802 854 848"></td> <td data-bbox="854 802 1135 848"></td> <td data-bbox="1135 802 1408 848"></td> </tr> <tr> <td data-bbox="573 848 854 894"></td> <td data-bbox="854 848 1135 894"></td> <td data-bbox="1135 848 1408 894"></td> </tr> <tr> <td data-bbox="573 894 854 936"></td> <td data-bbox="854 894 1135 936"></td> <td data-bbox="1135 894 1408 936"></td> </tr> </tbody> </table>			Unit/Subdivision	Minimum Stump Height (inches)	Purpose or Reason	ALL	3.0	Timber accountability/ Fire precaution/Stump treatment									
Unit/Subdivision	Minimum Stump Height (inches)	Purpose or Reason																
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SAMPLE

K-G.4.2# - GROUND BASED SKIDDING (12/2006)

Unless otherwise agreed in writing, the method of skidding Included Timber shall be as shown on the Contract Area Map, by areas, with symbols defined in the following table:

See Table A.

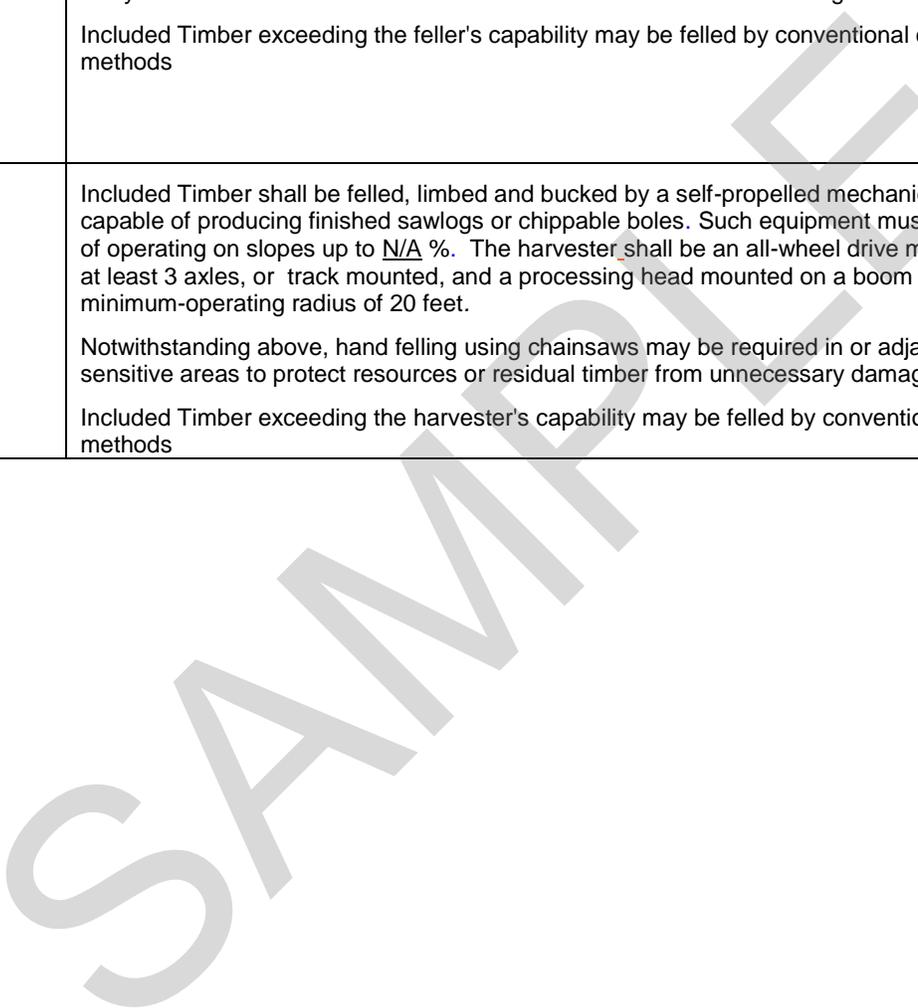
SAMPLE

Ground-Based Skidding Table A - K-G.4.2#

Map Symbol	Requirements
TRAC	<p>Skid road pattern shall be agreed in advance of felling and main skid roads shall be flagged on the ground in advance of felling. Contractor shall stage-log by felling and skidding Included Timber in two or more separate operations when necessary to prevent undue damage to the resources or residual stand. Needed tractor trails shall be constructed in advance of skidding.</p> <p>Products shall be end-lined as needed to protect resources or residual timber from unnecessary damage. The number of chokers shall be limited as necessary to avoid unnecessary damage to resources or residual timber. By agreement, tractors may be used to separate products to prevent stain.</p>
SUSP	<p>Products shall be skidded with leading end clear of ground.</p>
SPACE	<p>Skid roads will average 75 feet from center to center, except where converging.</p>
ENDL	<p>Endlining shall not be required for distances in excess of 75 feet uphill, and 100 feet downhill.</p>
MAX	<p>Tractors used for skidding outside Clearcutting Units, regeneration units or other authorized clearings, shall be of the type (rubber-tired or track-laying) shown on the Contract Area Map and shall not exceed the overall width designated on Contract Area Map.</p>
MH	<p>Contractor shall cut Included Timber and move it to designated skid trails using equipment with a boom having an operating radius of at least 20 feet for bunching trees, capable of severing, lowering and placing trees up to 24 inches diameter at stump height on the ground prior to skidding. Such equipment must be capable of operating on slopes up to 35 %.</p> <p>Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources from unnecessary damage.</p> <p>Trees which exceed capability of specified equipment may be felled, bucked and skidded in a manner consistent with the requirements of G.4.1 - Felling and Bucking, K-G.4.1# - Felling, Bucking, and Limbing Requirements and the above "TRAC", "SUSP", "SPACE", "ENDL", and "MAX" requirements.</p>
CTL	<p>Included Timber shall be felled, limbed and bucked by a self-propelled mechanical harvester capable of producing finished sawlogs or chippable boles. Limbs of Included Timber shall be placed evenly in the machinery skid trail prior to product removal. The harvester shall be an all-wheel drive machine with at least 3 axles and a processing head mounted on a boom having a minimum-operating radius of 20 feet.</p> <p>Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources or residual timber from unnecessary damage.</p> <p>All Products shall be removed by an all-wheel drive forwarder with at least 3 axles capable of self-loading and unloading. The forwarder shall carry all products free of the ground during removal. The loading crane shall have a minimum-operating radius of 15 feet. Log landings and transfer points shall be agreed in advance of harvesting.</p> <p>Included Timber exceeding the harvester's capability may be felled by conventional chainsaw methods, forwarded to nearest skid trail and processed into a finished Product with harvester or chainsaw, consistent with the requirements G.6.1 - Meadow Protection, G.4.1 - Felling and Bucking, K-G.4.1# - Felling, Bucking, and Limbing and the above "TRAC", "SUSP", "SPACE", "ENDL", and "MAX" requirements.</p>

Ground-Based Skidding Table A - K-G.4.2# (continued)

<p>PB</p>	<p>Contractor shall cut Included Timber and move trees to pre-approved skyline corridors to facilitate skyline yarding using equipment with a boom having an operating radius of at least <u>N/A</u> feet for bunching trees, capable of severing, lowering and placing trees up to <u>N/A</u> inches diameter at stump height on the ground prior to yarding. Such equipment must be capable of operating on slopes up to <u>N/A</u> %. Bundles shall not exceed yarder capability or cause unnecessary damage to residual stand.</p> <p>Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources from unnecessary damage. Such trees shall be felled away from the corridor in a manner that minimizes residual stand damage during yarding.</p> <p>Included Timber exceeding the feller's capability may be felled by conventional chainsaw methods</p>
<p>HCTL</p>	<p>Included Timber shall be felled, limbed and bucked by a self-propelled mechanical harvester capable of producing finished sawlogs or chippable boles. Such equipment must be capable of operating on slopes up to <u>N/A</u> %. The harvester shall be an all-wheel drive machine with at least 3 axles, or track mounted, and a processing head mounted on a boom having a minimum-operating radius of 20 feet.</p> <p>Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources or residual timber from unnecessary damage.</p> <p>Included Timber exceeding the harvester's capability may be felled by conventional chainsaw methods</p>



K-G.5 - STREAMCOURSE PROTECTION (02/2005)

Unless otherwise agreed in writing, wheel or track laying equipment shall not operate within "Buffer Strips" except as necessary for fire suppression activities. "Buffer Strips" are areas marked on the ground or are within the distances identified on the Contract Area Map measured from the apparent high water mark of streamcourses. Boundaries of Buffer Strips may be modified by agreement in writing to meet unforeseen operating conditions.

Culverts, bridges, or other suitable structures shall be required on skid roads and trails only at points where it is necessary to protect Stream courses. The type of crossing structures, method of installation and removal shall be determined by agreement. Contractor in accordance with K-G.6# - Erosion Prevention and Control, shall remove such structures and associated fills.

Damage to Stream course or Buffer Strips caused by unauthorized Contractor's Operations shall be repaired by Contractor in a timely and agreed manner to the extent practical as determined by Forest Service to restore and prevent further damage to Stream courses.

K-G.6# - EROSION PREVENTION AND CONTROL (05/2008)

Erosion prevention and control work, including Streamcourse protection, required by K-G.5 and G.6 shall be completed within 15 calendar days after 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.

Notwithstanding other provisions in this contract and unless otherwise agreed in writing, any hay, straw, or mulch used in this contract shall be State of California certified weed free.

Additional erosion control requirements of this contract are listed in the following table.

See Table A.

SPECIFICATIONS PURSUANT TO K- G.6# - EROSION PREVENTION AND CONTROL

Table A

<u>Vegetative Soil Stabilization</u> N/A		
<p><u>Special Erosion Prevention Measures</u> Contractor shall give adequate treatment by spreading slash or wood chips or by agreement giving other treatment to portion of tractor roads, skid trails, landings, cable yarding corridors, tractor-end lined corridors and Temporary Road fills where necessary to supplement other erosion prevention measures required elsewhere in this contract. In no event shall Purchaser be required to treat more acres than that shown in the legend of Contract Area Map. The specific locations to be treated shall be designated on the ground by Forest Service. These special erosion prevention measures are to be done within the same date and time periods as stated above.</p>		
<u>Soil Scarification</u> . N/A		
<p><u>Backblading</u> Within recreation development sites and public use areas designated on Contract Area Map, Purchaser shall, at Forest Service request, backblade skid trails in lieu of cross ditching.</p>		
<u>Tillage</u> N/A		
Areas to Till	Tillage Depth (Inches)	Maximum Acres to Treat
Landings	N/A	
Main Skid Roads and Tractor Roads designated by Forest Service		
Temporary Roads		

K-G.6.2# - SITE SPECIFIC WETLANDS PROTECTION MEASURES (09/2004)

Measures needed to protect wetlands identified on the Sale Area Map or on the ground include:

protect springs, fens, wet meadows, and other wet areas by directional felling of trees away from these features; equipment exclusion; and minimizing disturbance during skidding and yarding operations

K-G.7# - SLASH TREATMENT (12/2006)

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

All vegetative debris associated with construction of Specified Roads such as unutilized timber, brush and grubbed stumps is Construction Slash. Measures to be taken by Contractor for treatment of Construction Slash are set forth in the attached road construction specifications and in the attached slash treatment specifications.

Vegetative debris larger than 1 inch in diameter outside bark and 3 feet long resulting from Contractor's Operations, other than Construction Slash, is Logging Slash. Measures to be taken by Contractor for treatment of Logging Slash are set forth below unless otherwise agreed in writing.

Forest Service and Contractor shall jointly develop a schedule for completion of slash treatment on the various portions of Project Area prior to Contractor's Operations.

Removing may be substituted for treatment of any other specified method.

By agreement in writing, certain slash may be left for fuelwood. When the specified treatment is by a combination of methods, Logging Slash not treated by one of the methods shall be treated by the other(s).

See the slash treatment specification table below.

See Table A.

SPECIFICATIONS PURSUANT TO K- G.7# - SLASH TREATMENT

Specified slash treatment methods shall be shown on Contract Area Map or listed in the following tables by the following symbols:

Slash Treatment Methods – Table A

<u>Symbol</u>	<u>Method</u>	<u>Definition</u>
Buck-L	"Bucking Large Logging Slash"	Tops and limbs over 4 inches diameter outside bark (d.o.b.), not to be otherwise treated, shall be bucked into lengths not to exceed 6 feet, unless agreed otherwise.
Buck-P	"Bucking and Piling"	Logging Slash smaller than N/A inches and larger than 4 inches in large end d.o.b. shall be bucked into lengths not to exceed N/A feet and left in place. Logging Slash 4 inches and smaller in large end d.o.b. shall be hand Piled within Required Disposal Strip for Forest Service disposal.
Bury	"Burying"	Logging Slash shall be buried where agreed in borrow areas, pits, trenches, or other locations reasonably near the area of origin. Logging Slash shall be matted down in layers and shall be covered with at least 2 feet of rock and soil so that the final surface is sloped to drain and relatively smooth.
Chip	"Chipping"	Chippable Logging Slash up to 4 inches in d.o.b. shall be processed through a chipping machine. Chips shall be scattered to a loose depth not exceeding 6 inches.
Deck	"Decking" large material	Logging Slash N/A inches or larger in large end d.o.b. and N/A feet or more in length shall be Decked for disposal by Forest Service by piling pieces parallel to each other.
Mach	"Machine Piling"	Concentrations of Logging Slash, excluding scattered individual pieces, shall be Machine Piled by tractor equipped with brush rake for disposal by Forest Service.
Pile	"Piling" small material	Logging Slash smaller than N/A inches in large end d.o.b. and N/A feet long shall be hand Piled for disposal by Forest Service.
Remove	"Removing"	Logging Slash shall be moved or hauled to locations shown on Contract Area Map and designated on the ground where it shall be piled for disposal by Forest Service.
Scat 18" Scat 30"	"Scattering"	Logging Slash shall be scattered to reduce slash concentrations with slash being generally left within 18 or 30 inches of the ground as shown on Contract Area Map. Logging Slash shall be scattered into openings away from and without unnecessary damage to residual trees. All scattered logs shall be limbed, placed away from trees and positioned so they will not roll. When Scattering is specified, another method may be used by agreement.
Stack	"Stacking" small material	Logging Slash N/A inches or smaller in large end d.o.b. and N/A feet or more in length shall be stacked for disposal by Forest Service by piling pieces parallel to each other.

Slash Treatment Methods – Table A (continued)

View	“Visible Slash Treatment”	Designated on Contract Area Map with boundaries posted on the ground are N/A with distance limitations for visible slash treatment. Within such units and the area of visible Logging Slash adjacent thereto, Logging Slash shall be treated by Contractor. Primary treatment shall be by Removing, Burying, Chipping, Piling, Machine Piling, or a combination of these means unless a method is specified or prohibited on Contract Area Map. Logging Slash not readily treated by the selected or specified method shall be removed to designated areas or treated as agreed.						
YUMD	“Yarding Unutilized Material-Decking”	<p>All unutilized material developed by Contractor's Operations shall be treated by the d.o.b. and length specifications as shown in the unit specification table. All unutilized material shall be Yarded to landings and Decked. Where this is impractical, or other reasons, other locations shall be agreed upon.</p> <table border="1" data-bbox="751 701 1393 816"> <thead> <tr> <th>Unit</th> <th>Large End d.o.b. (in)</th> <th>Length (feet)</th> </tr> </thead> <tbody> <tr> <td>All Subdivisions</td> <td>8.0</td> <td>10.0</td> </tr> </tbody> </table>	Unit	Large End d.o.b. (in)	Length (feet)	All Subdivisions	8.0	10.0
Unit	Large End d.o.b. (in)	Length (feet)						
All Subdivisions	8.0	10.0						
YUME	“Yarding Unutilized Material-Exterior Boundary”	<p>All unutilized material developed by Contractor's Operations shall be treated by the d.o.b. and length specifications as shown in the unit specification table. All unutilized material shall be yarded to locations a minimum of 50 feet slope distance within the exterior boundaries of such units and positioned so the yarded material will not roll.</p> <table border="1" data-bbox="751 1037 1393 1152"> <thead> <tr> <th>Unit</th> <th>Large End d.o.b. (in)</th> <th>Length (feet)</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td></td> <td></td> </tr> </tbody> </table>	Unit	Large End d.o.b. (in)	Length (feet)	N/A		
Unit	Large End d.o.b. (in)	Length (feet)						
N/A								
YUML	“Yarding Unutilized Material-Landing”	<p>All unutilized material developed by Contractor's Operations shall be treated by the d.o.b. and length specifications as shown in the unit specification table. All unutilized shall be yarded to locations within 100 feet slope distance of landing. Where this is impractical, or other reasons, other locations shall be agreed upon.</p> <table border="1" data-bbox="751 1344 1393 1459"> <thead> <tr> <th>Unit</th> <th>Large End d.o.b. (in)</th> <th>Length (feet)</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td></td> <td></td> </tr> </tbody> </table>	Unit	Large End d.o.b. (in)	Length (feet)	N/A		
Unit	Large End d.o.b. (in)	Length (feet)						
N/A								
YUMR	“Yarding Unutilized Material-Removal”	<p>All unutilized material developed by Contractor's Operations shall be treated by the d.o.b. and length specifications as shown in the unit specification table. All unutilized shall be removed to locations shown on Contract Area Map and designated on the ground, or other agreed locations, and Decked.</p> <table border="1" data-bbox="751 1654 1393 1766"> <thead> <tr> <th>Unit</th> <th>Large End d.o.b. (in)</th> <th>Length (feet)</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td></td> <td></td> </tr> </tbody> </table>	Unit	Large End d.o.b. (in)	Length (feet)	N/A		
Unit	Large End d.o.b. (in)	Length (feet)						
N/A								

Slash Treatment Methods – Table A (continued)

<p>Cover</p>	<p>“Covering Piles”</p>	<p>All piles shall be covered with a durable waterproof covering as approved by Forest Service. The material shall be at least six feet in width. Piles shall not be less than fifty percent covered, with the covering extending not less than half way down all sides. Pieces of burnable material shall be placed on top of the durable waterproof covering to keep the covering from blowing off the pile.</p>
<p>Fell</p>	<p>“Damaged Small Trees”</p>	<p>Unless treated under other provisions, all trees smaller than the minimum d.b.h. in A.2, over <u>n/a</u> feet in height, and damaged beyond recovery by Contractor's Operations shall be felled. Such trees shall be limbed to a stem diameter outside bark of approximately <u>n/a</u> inches, at which point the top shall be cut from the remainder of the stem, and shall be bucked into lengths not exceeding 20 feet.</p>
<p>Fire-L</p>	<p>“Firelines”</p>	<p>Shown on Contract Area Map and to be flagged on ground after logging by Forest Service are firelines to be constructed by Contractor unless otherwise agreed in writing. Contractor shall construct not more than N/A chains of fireline by hand and not more than <> chains of fireline by tractor.</p> <p>Firelines constructed by hand shall be cleared of all vegetative debris larger than one inch in d.o.b. and three feet long. The width of firelines shall be at least N/A feet, except across the top of cutting units where the width shall be at least N/A feet. At least N/A feet shall be scraped to mineral soil. In areas where there is potential for burning material to roll, the fireline shall be constructed in a trenched manner on the downhill side.</p> <p>Tractor lines shall be cleared of all vegetative debris, larger than one inch in diameter and three feet long, to a width of at least N/A feet, with at least N/A feet to mineral soil. No slash, brush, or other vegetative debris shall be buried in or under berms created in the construction of firelines. All limbs overhanging into the fireline, shall be removed to a minimum height of 8 feet.</p> <p>Firelines shall be completed on each unit in accordance with G.3.1.1 unless otherwise agreed in writing.</p> <p>In subdivisions N/A and shown on Contractor Area Map, Logging Slash shall be scattered within <> feet slope distance of the inside edge of firelines.</p>
<p>Fuel-B</p>	<p>“Fuelbreaks”</p>	<p>Shown on Contract Area Map, with boundaries designated on the ground, are “Fuelbreaks” of varying width. Within such Fuelbreaks all Logging slash and Construction slash shall be treated by Contractor. Primary treatment shall be by Removing, Burying, Chipping, Piling, Machine Piling, or a combination of these methods unless a method is specified or prohibited on Contract Area Map. Slash larger than treatment size requirements of selected or specified methods shall be scattered outside Fuelbreak, or treated as agreed.</p>

Slash Treatment Methods – Table A (continued)

PILING SPECIFICATIONS. All piles shall be reasonably compact and free of soil to facilitate burning and shall be constructed of such size and at such distance from trees so that burning shall not result in unnecessary damage to residual timber. Such Logging Slash shall be bucked into lengths not exceeding ten feet prior to piling. Maximum width of tractor, with brush rake attached, shall not exceed **144** inches. Machine Piling is not required on areas where use of tractors would cause undue damage to residual timber or where slopes exceed **30** percent. Piles shall be located a distance of at least twice their height in feet from the outer edge of tree crowns or snags. Piles shall be no less than four feet in height or greater than **12** feet in height. Material extending three feet or more outside the edge of a pile shall be trimmed. An **eight** foot fuelbreak shall be cleared of all but fine material around each Machine Pile and an **18** inch wide fireline **shall be cleared to mineral soil around the outer ring** of the fuelbreak. For hand piles, Contractor shall construct a fireline cleared to mineral soil and at least 3 feet wide around each pile. In areas where there is a potential for burning material to roll, firelines, including those for Machine Piles, shall be trenched on the downhill side of each pile to adequately prevent material from crossing firelines. Trenches shall be constructed by hand unless otherwise agreed.

UNIT AND SUBDIVISION.SLASH TREATMENT SPECIFICATIONS.

SLASH TREATMENT		
Subdivision or Unit No	Specified Method	Prohibited Method
N/A	N/A	N/A

LANDINGS AND DISPOSAL SITES. Unutilized logs accumulated at landings and disposal sites shall be Decked by Contractor for disposal by Forest Service. The maximum height of decks is shown in the following table. Other slash accumulated at landings and disposal sites shall be kept separate from unutilized logs and treated by the method shown in the following table.

		SLASH TREATMENT	
	Subdivision or Unit No.	Specified Method	Maximum Height of Decks
Landings	All	MACH – machine piling landing slash	30 feet
	All	COVER – cover landing slash piles	N/A
	All	YUMD – deck unutilized material	8 feet
Disposal Sites	N/A	N/A	N/A

Slash Treatment Methods – Table A (continued)

TREATMENT ALONG PERMANENT ROADS. Permanent roads that require roadside slash treatment are listed in the attached table and shown on Contract Area Map. All Logging and Construction Slash within Required Disposal Strips shall be treated by Contractor. "Required Disposal Strips" are those areas adjacent to permanent roads where slash treatment is required for resource objectives. The width of Required Disposal Strips is shown in the attached table and is measured in slope distance from Roadbed edges of permanent roads. By agreement, in Clearcutting Units and regeneration units slash from Required Disposal Strips may be treated with other Logging Slash. By agreement the location of Required Disposal Strips may be adjusted from side to side without materially changing the total work required.

Slash treatment in Required Disposal Strips shall be accomplished without affecting the proper functioning of channels leading to and from drainage structures.

Logging Slash larger than treatment size requirements of the specified method shall either be Scattered outside Required Disposal Strip, within Required Disposal Strip or Decked at agreed locations as shown in the attached table.

			SLASH TREATMENT	
Road No.	Subdivision and/ or Unit No. or Road Juncitons (From To)	Width of Required Disposal Strip	Specified Method	Slash Larger Than Treatment Size Requirements of Specified Method
N/A	N/A	N/A	N/A	N/A

TREATMENT ALONG TEMPORARY ROADS. Outside of Clearcutting Units or regeneration units, all trees felled or pushed over and trees damaged beyond recovery by Temporary Road construction shall be felled, limbed to a stem d.o.b. of approximately 3 inches, at which point the top shall be cut from the remainder of the stem, and stem shall be bucked into lengths not exceeding 10 feet. Such slash shall be Scattered free of soil to reduce concentrations unless treatment is required by another specified method.

ADDITIONAL SLASH TREATMENT REQUIREMENTS. Within areas shown on Contract Area Map, Contractor shall perform work according to the specifications in the attached Table, unless otherwise agreed in writing.

Subdivision, Payment Units, Roads and or Road Segments	Additional Slash Treatment Requirements
ALL SUBDIVISIONS	Yard all stem material to a top d.o.b. of 1 inch, from timber designated for cutting, with the following exception: broken portions of logs and tops less than 10 feet in length need not be yarded.
ALL SUBDIVISIONS	Broken ends of merchantable logs shall not be bucked off in the units.
ALL SUBDIVISIONS	Slash and Substandard Material accumulated at the landings shall be Decked or Machined Piled, in accordance with specifications above.
ALL SUBDIVISIONS	Material accumulated at landings shall be considered as Timber Subject to Agreement under K-C.1.1#, described as Substandard Material and may be removed and paid for at Contractor's option.

K-G.8.1.5 - THIRD PARTY SCALING SERVICES (09/2004)

Notwithstanding the requirement for Forest Service or parties under contract to Forest Service to provide Scaling services under G.8.1, Scaling designated in A.10 shall be conducted by a third party Scaling organization approved by Forest Service. Scaling shall be done in accordance with A.9 and Contractor shall bear costs for Scaling service.

In the event third party Scaling service is suspended for causes such as strikes, termination of third party's approval to Scale National Forest logs by Forest Service, or Contractor's failure to pay third party Scaling costs, hauling operations shall be suspended until agreed alternate Scaling services are provided or service by third party is resumed.

When an approved alternate Scaling location pursuant to G.8.1.1 does not have an approved third party scaling organization as a commonly used Scaling services provider, Forest Service or parties under contract to Forest Service shall provide Scaling services at the approved alternate location. In such an event, the cost of waived third party Scaling listed in A.10 shall be charged to Integrated Resource Account.

If Forest Service and Contractor agree in writing that another party under contract to Forest Service will perform Scaling, the contract will be modified to include K-G.8.1.6 and Integrated Resource Account will be charged for such Scaling.

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)

The Castle Stewardship Project includes Mandatory Stewardship Work consisting of cutting and removing small conifer trees 6.0 to 9.9 inches DBH to landings or other approved disposal sites: **A. Non-sawtimber Tree Thinning Subdivisions, B. Group Selection Subdivisions, and C. Aspen Restoration Areas.**

No Optional Stewardship Work is included in the Castle Stewardship Project.

Mandatory Stewardship Work

A. Project Number 001 (Mandatory Stewardship Project) – Non-sawtimber Tree Thinning and Removal within Thinning Subdivisions (Cut and Remove Conifers to Landing).

Contractor shall mechanically cut (fellerbuncher), whole tree yard to designated landings (YUMD), and machine pile (MACH) or deck (YUMD) per the requirements of K-G.7# - SLASH TREATMENT (LANDINGS AND DISPOSAL SITES) as shown in the table below, all material from live and dead conifer trees 6.0 inches to 9.9 inches D.B.H. not selected or designated as Leave Trees under K-C.3.5.1# - Designation by Spacing. Forest Service may dispose of this decked or piled material at a later date if removal is not agreed to under K-C.1.1# - Timber Subject to Agreement.

Stewardship Schedule of Work Items

Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)
001	Mandatory Work Item - Thinning Subdivisions: Mechanical Thinning and Removal of Trees 6.0 inches to 9.9 inches DBH - See K.G.9# - A. Project Number 001	Total Acres	604.10
001a	Subdivision 1: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	24.5
001b	Subdivision 3: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	11.7
001c	Subdivision 5: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	5.3
001d	Subdivision 7: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	13.4
001e	Subdivision 8: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	35.8
001f	Subdivision 10: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	14.4
001g	Subdivision 11: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	2.3
001h	Subdivision 12: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	42.2
001i	Subdivision 15: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	9.6
001j	Subdivision 16: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	7.1
001k	Subdivision 18: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	8.0
001l	Subdivision 19: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	6.8
001m	Subdivision 20: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	10.0
001n	Subdivision 21: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	11.3
001o	Subdivision 22: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	5.2
001p	Subdivision 23: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	3.4
001q	Subdivision 24: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	14.6

001r	Subdivision 29: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	3.0
001s	Subdivision 32: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	29.9
001t	Subdivision 33: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	7.0
001u	Subdivision 34: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	14.6
001v	Subdivision 35: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	34.2
001w	Subdivision 36: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	12.0
001x	Subdivision 37: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	10.1
001y	Subdivision 38: Cut and Remove Conifers 6.0" to 9.9 inches DBH to landing; Deck	Acres	14.8
001z	Subdivision 40: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	9.4
001aa	Subdivision 42: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	13.9
001ab	Subdivision 43: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	41.5
001ac	Subdivision 44: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	77.6
001ad	Subdivision 45: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	17.6
001ae	Subdivision 46: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	21.1
001af	Subdivision 48: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	21.8
001ag	Subdivision 50: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	13.7
001ah	Subdivision 51: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	10.4
001ai	Subdivision 52: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	10.1

SPECIFICATIONS:

1. Within **Thinning Subdivisions - 1, 3, 5, 7, 8, 10, 11, 12, 15, 16, 18, 19, 20, 21, 22, 23, 24, 29, 32, 33, 34, 35, 36, 37, 38, 40, 42, 43, 44, 45, 46, 48, 50, 51, and 52**; Contractor shall select leave trees using the following specifications:
 - a. Unless otherwise agreed in writing, the contractor shall cut and remove all conifer trees greater than or equal to 6.0 – 9.9 inches DBH (8.0 inches stump diameter and less than 13.0 inches stump diameter) not selected or designated as leave trees per contract provision K-C.3.5.1# - Designation by Spacing. Spacing shall take into account all residual conifers (trees greater than 10 inches DBH without **BLUE** paint or marked as leave trees with **WHITE** or **ORANGE** paint). **Unless otherwise agreed, the small tree thinning requirements shall be completed concurrently with the sawlog cutting and removal operations.**
 - b. Contractor shall select leave trees to retain a average 17 foot X 17 foot spacing between all conifer leave trees, taking into account all sawlog size leave trees (trees with diameter greater than or equal to 10.0 inches DBH). Spacing may be varied up to 25 percent to select the best leave tree. See K-C.3.5.1# - Designation by Spacing for specific contract requirements.
 - c. Favor conifer trees with greater than 40% live crown ratio, generally in a dominant or co-dominant crown position, and those of tallest height, largest crown, and straightest boles that are free of damage due to insects, disease, physical and mechanical causes. For selection characteristics of leave trees, refer to the table below.

Characteristics of Acceptable Leave Tree	Characteristics of Cut Trees
1. Dominance - Trees are taller than others of same age class.	1. Suppressed trees, shorter than others, live crown less than 40%.
2. Foliage - Dark green color, thick over entire tree.	2. Tree crown has yellow or reddish color sparse foliage.
3. Straight Bole,	3. Bent, crook or fork.
4. Single branch terminal.	4. Two or more leaders of approximately equal length.
5. Free from physical damage.	5. Physical damage caused by wind, falling trees, frost cracks, animals.
6. Free from insect or disease damage as indicated by color of foliage.	6. Damage caused by insect or disease, and trees with notable signs of decline.

- d. If no healthy undamaged conifer tree exists at the required spacing interval, leave the best tree with minor damage.
- e. Species in order of preference when choosing conifer leave trees are: Sugar pine/Western white pine, Ponderosa pine/Jeffery Pine, Incense cedar, Red fir/White fir, and Lodgepole pine.
- f. Within **All Subdivisions** - maximum stump heights shall be 6 inches or less measured on the uphill side, or 6 inches above natural obstacles (i.e. logs, rocks). A minimum stump height of at least 3.0 inches is required.
- g. Unless otherwise agreed in writing, all material from non-sawtimber conifer trees required to be cut, shall be whole tree yarded to landings per K-G.4.1# - FELLING, BUCKING AND LIMBING (WHOLE). Yarding of non-sawtimber material shall meet the specifications of K-G.7# - Slash Treatment – Additional Slash Treatment Requirements (ASTR).
- h. Unmerchantable (cull) sawtimber and non-sawtimber trees (biomass) not removed under K-C.1.1# shall be machine piled or decked as identified in the table; per the contract specifications under K-G.7# - Slash Treatment – Landings and Disposal Sites. Use of heel-boom loader or excavator with a grapple attachment is preferred to facilitate piling and decking of material in the landing. If material is decked on the landing, slash plies shall be kept separated on the landing from decks such that the slash pile can be burned separately from the decked material.

B. Project Number 002 (Mandatory Stewardship Project) – Non-sawtimber Cutting and Removal within Group Selection Subdivisions (Cut and Remove Conifers to Landing).

Contractor shall mechanically cut (fellerbuncher), whole tree yard to designated landings (YUMD), and machine pile (MACH) or deck (YUMD) per the requirements of K-G.7# - SLASH TREATMENT (LANDINGS AND DISPOSAL SITES) as shown in the table below, all material from live and dead conifer trees 6.0 inches to 9.9 inches D.B.H. not selected or designated as Leave Trees under K-C.3.5.1# - Designation by Spacing. Forest Service may dispose of this decked or piled material at a later date if removal is not agreed to under K-C.1.1# - Timber Subject to Agreement.

Stewardship Schedule of Work Items

Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)
002	Mandatory Work Item - Group Selection Subdivisions: Cutting and Removal of Trees 6.0" to 9.9" DBH - See K.G.9# - B. Project Number 002	Total Acres	23.70
002a	Subdivision 1-1 and 1-2: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	0.8
002b	Subdivisions 2-1 and 2-2: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	1.3
002c	Subdivision 3-1: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	0.6
002d	Subdivision 4-1 thru 4-5: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	2.6
002e	Subdivision 6-1 and 6-2: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	1.9
002f	Subdivisions 8-1 thru 8-4: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	2.9

002g	Subdivisions 10-1 and 10-2: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	0.8
002h	Subdivisions 12-1 thru 12-4: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	2.2
002i	Subdivision 16-1: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	0.5
002j	Subdivision 20-1: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	0.3
002k	Subdivision 24-1: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	0.6
002l	Subdivision 31-1 thru 31-3: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	1.1
002m	Subdivision 32-3: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	0.8
002n	Subdivision 33-1: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	0.4
002o	Subdivision 34-1: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	0.4
002p	Subdivision 37-1: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	0.6
002q	Subdivision 38-1 and 38-2: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	1.0
002r	Subdivision 40-1: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	0.5
002s	Subdivision 43-1: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	0.8
002t	Subdivision 45-1 and 45-2: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	1.1
002u	Subdivision 46-1 thru 46-3: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	1.7
002v	Subdivision 51-1: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	0.4
002w	Subdivision 52-1: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	0.4

SPECIFICATIONS:

1. Within **Group Selection Subdivisions: 1-1, 1-2, 2-1, 2-2, 3-1, 4-1, 4-2, 4-3, 4-4, 4-5, 6-1, 6-2, 8-1, 8-2, 8-3, 8-4, 10-1, 10-2, 12-1, 12-2, 12-3, 12-4, 16-1, 20-1, 24-1, 31-1, 31-2, 31-3, 32-3, 33-1, 34-1, 37-1, 38-1, 38-2, 40-1, 43-1, 45-1, 45-2, 46-1, 46-2, 46-3, 51-1, 52-1**, all live and dead conifers greater than or equal to 6.0 – 9.9 inches DBH (8 inches stump diameter and less than 13 inches stump diameter) shall be cut and removed to designated landings, unless marked as leave trees. Within **All Subdivisions** - maximum stump heights shall be 6 inches or less measured on the up-hill side, or 6 inches above natural obstacles (i.e. logs, rocks). A minimum stump height of at least 3.0 inches is required. **Unless otherwise agreed, the small tree cutting requirements shall be completed concurrently with the sawlog cutting and removal operations.**

- a. No aspens or willows shall be cut unless cutting is necessary for equipment accessibility.
- b. Unless otherwise agreed in writing, all material from non-sawtimber conifer trees required to be cut, shall be whole tree yarded to landings per K-G.4.1# - FELLING, BUCKING AND LIMBING (WHOLE). Yarding of non-sawtimber material shall meet the specifications of K-G.7# - Slash Treatment – Additional Slash Treatment Requirements (ASTR).
- c. Unmerchantable (cull) sawtimber and non-sawtimber trees (biomass) not removed under K-C.1.1# shall be machine piled or decked as identified in the table; per the contract specifications under K-G.7# - Slash Treatment – Landings and Disposal Sites. Use of heel-boom loader or excavator with a grapple attachment is preferred to facilitate piling and decking of material in the landing. If material is decked on the landing, slash plies shall be kept separated on the landing from decks such that the slash pile can be burned separately from the decked material.

C. Project Number 003 (Mandatory Stewardship Project) – Non-sawtimber Cutting and Removal within Aspen Restoration Subdivisions (Cut and Remove Conifers to Landing).

Contractor shall mechanically cut (fellerbuncher), whole tree yard to designated landings (YUMD), and machine pile (MACH) or deck (YUMD) per the requirements of K-G.7# - SLASH TREATMENT (LANDINGS AND DISPOSAL SITES) as shown in the table below, all material from live and dead conifer trees 6.0 inches to 9.9 inches D.B.H. not selected or designated as Leave Trees under K-C.3.5.1# - Designation by Spacing. Forest Service may dispose of this decked or piled material at a later date if removal is not agreed to under K-C.1.1# - Timber Subject to Agreement.

Stewardship Schedule of Work Items

Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)
003	Mandatory Work Item - Aspen Restoration Subdivisions: Cutting and Removal of Trees 6.0 inches to 9.9 inches DBH - See K.G.9# - C. Project Number 003	Total Acres	77.80
003a	Subdivision 22-1: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	1.7
003b	Subdivision 23-1and 23-2: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	0.8
003c	Subdivision 25: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	15.8
003d	Subdivision 32-1 and 32-2: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	1.5
003e	Subdivision 39: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	6.4
003f	Subdivision 41: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	11.6
003g	Subdivision 42-1: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	1.9
003h	Subdivision 44-1: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	0.2
003i	Subdivision 47: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	3.9
003j	Subdivision 49: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Deck	Acres	3.9
003k	Subdivision 53: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	5.1
003l	Subdivision 54: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	3.6
003m	Subdivision 55: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	6.3
003n	Subdivision 56: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	9.4
003o	Subdivision 57: Cut and Remove Conifers 6.0 to 9.9 inches DBH to landing; Machine Pile	Acres	5.7

SPECIFICATIONS:

1. Within **Aspen Restoration Subdivisions: 22-1, 23-1, 23-2, 25, 32-1, 32-2, 39, 41, 42-1, 44-1, 47, 49, 53, 54, 55, 56, and 57**, all live and dead conifers greater than or equal to 6.0 – 9.9 inches DBH (8 inches stump diameter and less than 13 inches stump diameter) shall be cut and removed to designated landings, unless marked as leave trees. Within **All Subdivisions** - stump heights shall be 6 inches or less measured on the up-hill side, or 6 inches above natural obstacles (i.e. logs, rocks). A minimum stump height of at least 3.0 inches is required. **Unless otherwise agreed, the small tree cutting requirements shall be completed concurrently with the sawlog cutting and removal operations.**

- a. No aspens or willows shall be cut unless cutting is necessary for equipment accessibility.
- b. Unless otherwise agreed in writing, all material from non-sawtimber conifer trees required to be cut, shall be whole tree yarded to landings per K-G.4.1# - FELLING, BUCKING AND LIMBING (WHOLE). Yarding of non-sawtimber material shall meet the specifications of K-G.7# - Slash Treatment – Additional Slash Treatment Requirements (ASTR).

- c. Unmerchantable (cull) sawtimber and non-sawtimber trees (biomass) not removed under K-C.1.1# shall be machine piled or decked as identified in the table; per the contract specifications under K-G.7# - Slash Treatment – Landings and Disposal Sites. Use of heel-boom loader or excavator with a grapple attachment is preferred to facilitate piling and decking of material in the landing. If material is decked on the landing, slash plies shall be kept separated on the landing from decks such that the slash pile can be burned separately from the decked material.

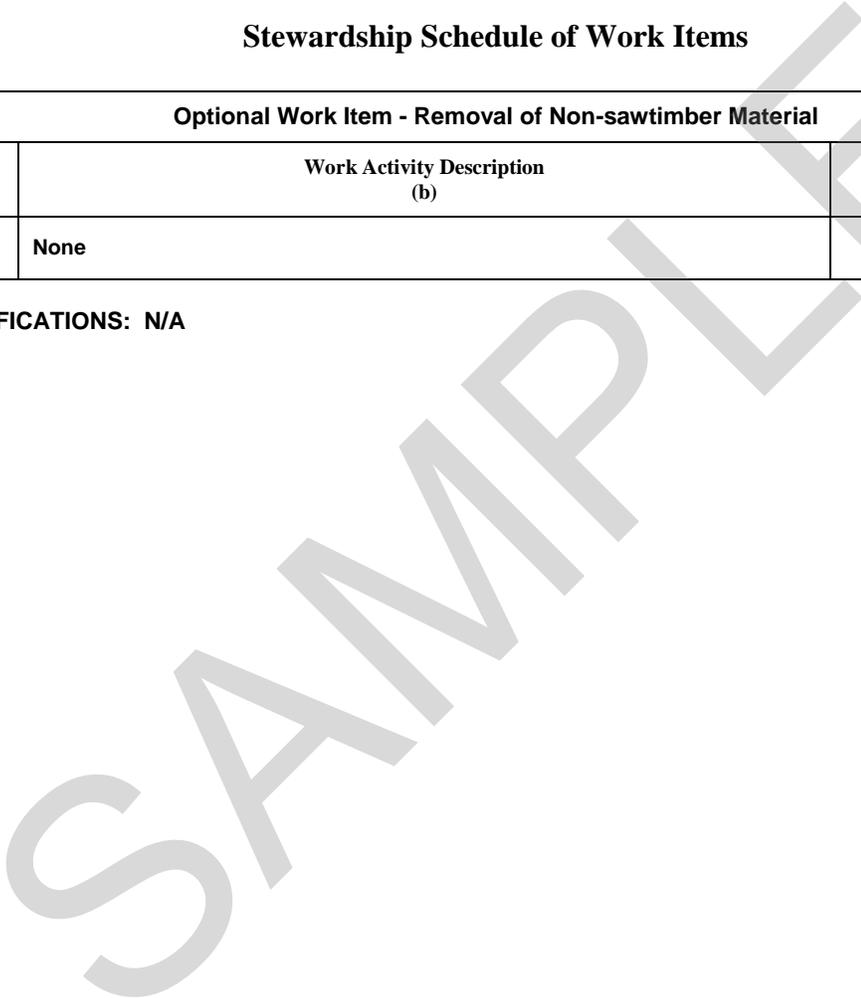
Optional Stewardship Work

No Optional Stewardship Work is included in the Castle Stewardship Project.

Stewardship Schedule of Work Items

Optional Work Item - Removal of Non-sawtimber Material			
Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)
N/A	None	N/A	N/A

SPECIFICATIONS: N/A



F. Definitions

1. **Aggregation** - A pocket of densely packed trees distinct from adjacent areas within a project unit. It is characteristic for trees within aggregations to have a higher percent of phenotypic defects (see definition) due to competition for resources in close proximity to others.
2. **Conifer** - A cone-bearing tree with needles or leaf scales (e.g. pine, fir, cedar).
3. **Co-dominant Tree** - A tree with the crown forming the general level of the crown cover and receiving full light from above, but comparatively little from the sides.
4. **Leave Tree** - A tree without excessive mechanical damage (see definition), phenotypic defects (see definition) and insect or disease infestation (see definitions) and which has a tree live crown ratio (see definition) 30% or greater.
5. **DBH** - Diameter at breast height; the diameter of a tree measured at a point 4-1/2 feet above the ground on the uphill side of the tree.
6. **Excess Tree** - A tree that is left but should have been cut to meet spacing standards or trees per acre requirements.
7. **Hardwood** - A tree with broad leaves rather than needles (e. g., oak, madrone, aspen, cottonwood, dogwood).
8. **Insect Infested or Diseased Trees** - Insect Signs: A tree pitching sap from the bark in multiple spots on the bole, dead tops, single trees or a group fading from yellow to red. Disease Signs: For all conifers, fading, loss of foliage and the presence of conks on the bole are most likely signs of a Root Disease. Leafless yellow-green mistletoe shoots (approx. 3-8 inches long) and stem cankers appear on trees infected with Dwarf Mistletoe. On ponderosa pine, small to large pear shaped galls on branches or stems is a sign of Western Gall Rust. On sugar pine, stem / branch cankers, yellow to red flagging of branches and tops are signs of White Pine Blister Rust
9. **Live Crown Ratio** - The percentage of the live limbs in relation to the total tree height.
10. **Meadows and wetland areas** - Areas of moist low lying and usually level grasslands. Generally, the water table is just below the surface of the soil and the most abundant vegetation is usually favored by wet but not constantly flooded soil.
11. **Mechanical Damage** - This applies to trees greater than 8 feet tall with a diameter less than 10 inches at DBH with one or more of the following injuries:
 - a. For aspen, pines, Douglas-fir, and incense cedar mechanical damage is considered excessive when the cambium is exposed from greater than 25% of circumference of the tree.
 - b. For true fir (white fir & red fir), mechanical damage is considered excessive when any of the cambium is exposed.
 - c. Any tree that has a broken top
 - d. Any tree that has had 25% or more of the live limbs or branches broken or removed by mechanical operations.
12. **Phenotypic Defects** - Referring to inherited defects or deficiencies caused by local environmental conditions. Examples: Trees with flat top shapes having under 4 inches of leader growth (measure of previous year); forked or multiple tops; twisting in the limbs; bole and trees with sweeping, leaning or drooping forms.
13. **Roadways** - The travelways of all specified roads and designated trails shown on the Contract Map
14. **Slash** - All woody debris resulting from harvesting operations including stems, limbs, and tops of trees.
15. **Snag** - A dead tree.
16. **Riparian Habitat Conservation Area (RHCA)** – streamside management areas where operations may be restricted to provide for protection of aquatic resources and water quality. Width of RHCA may be 100 to 150 feet (ephemeral and intermittent stream courses), up to 300 feet wide (perennial stream courses), as measured from apparent high watermark or edge of riparian vegetation; on either side of the stream channel. Includes riparian, meadow, wetland, spring, fen, or streamcourse areas identified on maps to be protected and/or posted or flagged on the ground. Includes areas within and adjacent to aspen stands.

17. **Suppressed Tree** - Any tree with less than 30% of its total height in live green crown or with less than 4 inches of current leader growth.
18. **Thinning** - The cutting of trees to meet a short term desired stand condition (i.e. species composition and stocking level).
19. **True fir** - This classification refers to the conifer species red fir & white fir.
20. **Whole Tree Yarding** - Cut trees that are skidded to landing locations prior to limbing, bucking, and lopping.

G. Safety

In addition to the requirements of G.3.3 – Safety, warning signs shall be located 200' from the intersection of the road and Subdivision boundary at each edge of the Subdivision. Signs shall be posted whenever working to alert oncoming traffic of the safety hazards associated with the operation. Signs shall include phrases similar to "**Caution Falling Ahead**" or "**Caution Timber Falling**". All signs shall comply with Manual of Uniform Traffic Control Devices (MUTCD) standards and requirements.

H. Restrictions on Stewardship Work

All Stewardship work described in this section shall follow all contract requirements and conditions.

1. **Limited Operating Periods (LOP) for protection of resources**- see K-G.3.1.5# Table A.
2. **Restrictions and Requirements in Schedule of Operations** - see K-G.3.1.5# Table A.
3. **Fire Precautions** – see K-H.2# and K-H.2.2#.
4. **Road Use Restrictions** – see K-F.1.2# and K-G.3.1.5#.
5. **Contract Map designations and requirements.**

I. Designated Non-Work Areas

The following features or areas shall be protected during Contractor's operations.

1. **Meadow and wetland areas.** This includes any areas with wet soils or vegetation indicating the presence of wet soils. Equipment operation shall be prohibited and the areas shall not be disturbed in any way. Meadows and wetlands within treatment Subdivisions are not included in acreage calculations for stewardship work.
2. **Survey Monuments and Bearing Trees** shall be protected and not damaged in any way .
3. **Controlled Areas.** Protect all sites in accordance with K-G.2.4# - Site Specific Special Protection Measures. Controlled areas within treatment Subdivisions are not included in acreage calculations for stewardship work.
4. **Roads.** System roads shall be maintained during use. Any disturbance to roads shall be repaired by Contractor. Roads shall be kept open and free of debris resulting from operations. Roads running through treatment Subdivisions are not included in acreage calculations for stewardship work. Roads maybe use for skidding with approval of the Forest Service.

J. Contractor-Furnished Equipment

1. Equipment shall be furnished on a fully-operational basis, in good operating condition, with a competent, fully qualified operator. Equipment of a low ground pressure type, not exceeding a ground pressure of 8 psi, is preferred.
1. The Contractor shall furnish all fuel, lubricants, and personnel necessary for the operation of the equipment. All repairs, service and replacements are the responsibility of the Contractor and shall be at the Contractor's expense. If, during the contract period, the equipment requires repairs before operations can continue, it shall be the responsibility of the Contractor to complete such repairs.

II. INSPECTION AND ACCEPTANCE

A. Inspection

Inspection (General). Government inspections are for the purpose of satisfying the Government that the services are acceptable and do not relieve the Contractor of the responsibility for maintaining quality control. The Contractor shall conduct inspections on all Subdivisions in accordance with Contractor's Quality Control Plan included in the Contractor's technical proposal which is made a part of this contract.

Government Inspections. The Forest Service Representative, Project Administrator or designated inspector will conduct all inspections. The Contractor (or designated representative) is encouraged to be present to observe inspections. Inspections will be a walk-through visual examination of the Subdivision(s). Refer to G.3.6 Acceptance of Work.

B. Measurement for Stewardship Credit:

Acreage of mandatory stewardship projects was measured on a horizontal plane using a Global Positioning System (GPS). Unless otherwise indicated by this contract, the contractor may request re-measurement of any quantities. The request must be made in writing and must be made within 10 calendar days of completing work on the Subdivision in question. If re-measurement indicates a variance of five percent or less from the stated quantity, the Government may deduct Stewardship Credits to the Contractor equal to the cost of this re-measurement. If re-measurement indicates a variance of more than five percent from the stated quantity, Stewardship Credits will be based on the re-measured quantity, and the Contractor will not be liable for the costs of re-measurement. All re-measurements will be done by the Government. Re-measurement of acreage will be done using a Global Positioning System.

K-H.2# - SPECIFIED FIRE PRECAUTIONS (06/2012)

Contractor or a designated Contractor's Representative shall certify compliance with specific Contract and California Public Resources Code (CPRC) fire precautionary measures in H.1 Plans, K-H.2# and K-H.2.2#. Certification shall be provided prior to starting operations during Fire Precautionary Period and shall be updated as needed.

Listing of specific fire precautionary measures in the following 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.

Upon request of Forest Service, Purchaser shall permit and assist in periodic testing and inspection of required fire equipment.

The following definitions shall apply to H.2# and K-H.2.2#:

Active Landing: A location Contractor is skidding logs into, or performing other operations such as delimiting, log manufacturing, and chipping logs. Except for EV and E days, loading logs or stockpiled chips only on a cleared landing does not constitute an Active Landing.

Hot Saw: A harvesting system that employs a high-speed (>1100 rpm) rotating felling head (i.e., full rotation lateral tilt head).

Mechanical Operations: The process of felling, skidding, chipping, shredding, piling, log processing and/or yarding which requires the use of motorized power which includes, chainsaws, chippers, motorized carriages, masticators, stroke delimiters, skidders etc.

Specific equipment requirements and fire precautionary measures are shown in the following table and in K-H.2.2#:

Table A

SPECIFICATIONS PURSUANT TO K-H.2# - SPECIFIED FIRE PRECAUTIONS.

Table A

<p>A. <u>Fire Tools and Equipment</u></p>	<p>Contractor shall meet applicable parts of Section 4428 of the CPRC.</p> <p>Unless agreed otherwise, Fire tools kept at each Active Landing shall be sufficient to equip all employees in the felling, yarding, loading, chipping, and material processing operations associated with each landing. Fire equipment shall include two tractor headlights for each tractor dozer used in Contractor's Operations. Tractor headlights shall be attachable to each tractor and served by an adequate power source. Fire tools shall be kept in a sealed fire tool box adjacent to the Active Landing and readily accessible in event of fire.</p> <p>Where cable yarding is used, Contractor shall provide a size 0 or larger shovel with an overall length of not less than 46 inches and a serviceable 5 gallon backpack pump filled with water or a fire extinguisher bearing a label showing at least a 4-A rating must be within 25 feet of each tail and corner block.</p> <p>Trucks, tractors/skidders, pickups and other similar mobile equipment shall be equipped with and carry at all times a size 0 or larger shovel with an overall length of not less than 46 inches and a 2-1/2 pound axe or larger with an overall length of not less than 28 inches.</p> <p>All required fire tools shall be maintained in suitable and serviceable condition for fire fighting purposes.</p>
<p>B. <u>Fire Extinguishers</u></p>	<p>Contractor shall equip each internal combustion yarder, fuel truck, and loader with a (4-A:60-B:C) fire extinguisher for oil and grease fires.</p> <p>Skidders and tractors shall be equipped with a minimum 5-BC fire extinguisher.</p> <p>Fire extinguishers shall be mounted, readily accessible, properly maintained and fully charged.</p> <p>Contractor shall equip all mechanized harvesting machines and log processors with hydraulic systems, powered by an internal combustion engine (e.g. masticator, chipper, feller/buncher, harvester, forwarder, Hot Saw, stroke delimeter, etc), with at least two 4-A:60-B:C fire extinguishers or an acceptable CAFS substitute identified in Section K.</p>
<p>C. <u>Spark Arresters and Mufflers</u></p>	<p>Except for tractors and other equipment with exhaust-operated turbochargers, Contractor shall equip each operating tractor and any other internal combustion engine with an approved spark arrester. There shall be no exhaust bypass on any system.</p> <p>Spark Arresters shall be a model tested and approved under Forest Service Standard 5100-1a as shown in the National Wildfire Coordinating Group Spark Arrester Guide, Volumes 1 and 2, and shall be properly mounted and maintained according to manufacturer's specifications.</p> <p>Every motor vehicle subject to registration shall at all times be equipped with an adequate exhaust system meeting the requirements of the California Vehicle Code.</p>
<p>D. <u>Power Saws</u></p>	<p>Each power saw shall be equipped with a spark arrester approved and maintained in effective working order as identified in the Spark Arrester Guide in Section C. above and according to applicable parts of CPRC Section 4442 or 4443. An Underwriters Laboratories (UL) approved fire extinguisher containing a minimum 14 ounces of fire retardant shall be kept with each operating saw.</p> <p>A size 0 or larger shovel with an overall length of not less than 38 inches shall be kept with each gas can, but not more than 300 feet from each power saw when used off cleared landing areas.</p>

SPECIFICATIONS PURSUANT TO K-H.2# - SPECIFIED FIRE PRECAUTIONS CONTINUED

Table A (continued)

<p>E. <u>Fire Supervisor & Fire Patrolperson</u></p>	<p>Contractor shall designate in the fire plan required by H.1 and furnish on Contract Area during operating hours a fire supervisor, named in writing and authorized to act on behalf of Contractor in fire prevention and suppression matters.</p> <p>Unless agreed otherwise, Contractor shall furnish and designate in writing, a Fire Patrolperson each operating day when Project Activity Level C or higher is in effect. When on duty, the Fire Patrolperson is required to patrol the operation for the prevention and detection of fires, to take suppression action where necessary and to notify Forest Service as required under Sections I. <u>Reporting Fires</u> and L. <u>Communications</u>. This Fire Patrol is required on foot, unless otherwise agreed.</p> <p>By written agreement, one Fire Patrolperson may provide patrol on this and adjacent projects or sales. No Fire Patrolperson shall be required on Specified Road construction jobs except during clearing operations unless otherwise specified.</p>						
<p>F. <u>Seasonal Permits</u></p>	<p>Contractor shall obtain written permits from Forest Service before allowing welding, warming fires or burning, subject to K-H.2.2# – Emergency Precautions.</p>						
<p>G. <u>Clearing of Fuels</u></p>	<p>Contractor shall clear away, and keep clear, fuels and logging debris as follows:</p> <table border="1" data-bbox="493 1016 1487 1444"> <tr> <td data-bbox="493 1016 883 1241"> <p>Welding equipment and stationary log loaders, yarders and other equipment listed in California State Law:</p> </td> <td data-bbox="883 1016 1487 1241"> <p>10 feet slope radius</p> </td> </tr> <tr> <td data-bbox="493 1241 883 1339"> <p>Tail or corner haulback blocks:</p> </td> <td data-bbox="883 1241 1487 1339"> <p>All running blocks on a cable yarding operation shall be located in the center of an area that is cleared to mineral soil at least 15 feet in diameter.</p> </td> </tr> <tr> <td data-bbox="493 1339 883 1444"> <p>Lines near, between or above blocks:</p> </td> <td data-bbox="883 1339 1487 1444"> <p>Sufficient clearing to prevent line from rubbing on snags, down logs and other dead woody material.</p> </td> </tr> </table>	<p>Welding equipment and stationary log loaders, yarders and other equipment listed in California State Law:</p>	<p>10 feet slope radius</p>	<p>Tail or corner haulback blocks:</p>	<p>All running blocks on a cable yarding operation shall be located in the center of an area that is cleared to mineral soil at least 15 feet in diameter.</p>	<p>Lines near, between or above blocks:</p>	<p>Sufficient clearing to prevent line from rubbing on snags, down logs and other dead woody material.</p>
<p>Welding equipment and stationary log loaders, yarders and other equipment listed in California State Law:</p>	<p>10 feet slope radius</p>						
<p>Tail or corner haulback blocks:</p>	<p>All running blocks on a cable yarding operation shall be located in the center of an area that is cleared to mineral soil at least 15 feet in diameter.</p>						
<p>Lines near, between or above blocks:</p>	<p>Sufficient clearing to prevent line from rubbing on snags, down logs and other dead woody material.</p>						
<p>H. <u>Smoking</u></p>	<p>All smoking shall be confined within a car, truck, crew rig or other enclosed cab after 1:00 PM on Ev days and all hours on E days (K-H.2.2#). At other times, any smoking shall be done while sitting in an area at least 3 feet in diameter, cleared of flammable materials. Burning tobacco and matches shall be extinguished before they are properly disposed.</p>						
<p>I. <u>Reporting Fires</u></p>	<p>As soon as feasible, but no later than 15 minutes after discovery, Contractor shall notify Forest Service of any fires on Contract Area or along roads used by Contractor.</p>						

SPECIFICATIONS PURSUANT TO K-H.2# - SPECIFIED FIRE PRECAUTIONS CONTINUED

Table A (continued)

J. Tank Truck

Contractor shall provide a water tank truck or trailer on or in proximity to Contract Area during Contractor's Operations hereunder during Fire Precautionary Period unless otherwise agreed.

Tank truck or trailer shall contain at least 300 gallons of water and comply with the following requirements:

(1) Pump, which at sea level, can deliver 23 gallons per minute at 175 pounds per square inch measured at the pump outlet. Pumps shall be tested on Contract Area by Forest Service using a 5/16 inch orifice with a one inch in line test kit and shall meet or exceed the pressure values identified in the following table for nearest temperature and elevation:

Temp	Sea Level		1000 Feet		2000 Feet		3000 Feet		4000 Feet		5000 Feet		6000 Feet		7000 Feet		8000 Feet		9000 Feet		10000 Feet		
	55	70	85	100	179	175	171	168	164	23	23	23	23	23	23	23	23	23	23	23	23	23	
	179	23	174	23	169	23	165	22	161	22	157	22	153	22	150	21	146	21	142	21	139	21	
	70	175	23	171	23	166	22	162	22	158	22	154	22	150	21	147	21	143	21	139	21	136	20
	85	171	23	168	23	163	22	159	22	155	22	151	21	147	21	144	21	140	21	136	20	133	20
	100	168	23	164	23	159	22	155	22	152	22	148	21	144	21	141	21	137	20	133	20	131	20
	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P
	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S
	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I

The pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread. A bypass or pressure relief valve shall be provided for other than centrifugal pumps.

(2) 300 feet of 3/4-inch inside diameter rubber-covered high-pressure hose mounted on live reel attached to pump with no segments longer than 50 feet, when measured to the extreme ends of the couplings. Hose shall have reusable compression wedge type 1-inch brass or lightweight couplings (aluminum or plastic). One end of hose shall be equipped with a coupling female section and the other end with a coupling male section. The hose shall, with the nozzle closed, be capable of withstanding 200 PSI pump pressure without leaking, distortions, slipping of couplings, or other failures.

(3) A shut-off combination nozzle that meets the following minimum performance standards when measured at 100 P.S.I. at the nozzle:

	G.P.M.	Horizontal Range
Straight Stream	10	38 feet
Fog Spray	6 - 20	N/A

(4) Sufficient fuel to run pump at least 2 hours and necessary service accessories to facilitate efficient operation of the pump.

(5) When Contractor is using Hot Saws or Masticators an additional 250 feet of light weight hose, approved by Forest Service, shall be immediately available for use and be capable of connecting to the 300 feet of hose and appurturances in (2) and (3) above.

(6) This equipment and accessories shall be deliverable to a fire in the area of operations and is subject to the requirements for each specific activity level identified in K-H.2.2#.

SPECIFICATIONS PURSUANT TO K-H.2# - SPECIFIED FIRE PRECAUTIONS CONTINUED

Table A (continued)

<p>K. <u>Compressed Air Foam System (CAFS)</u></p>	<p>A fire suppression system where compressed air is added to water and a foaming agent. By agreement, Contractor may substitute a CAFS or functional equivalent in lieu of the tank truck, trailer or fire extinguishers, provided it meets or exceeds the following specifications and requirements:</p> <ol style="list-style-type: none"> 1. Variable foam expansion ratio – 10:1 to 20:1. 2. Units shall be kept fully charged with air; water and foam concentrate as recommended by the manufacturer and have the appropriate tools to service the system. 3. The unit shall contain enough energy to empty tank and clear hose prior to exhausting propellant. 4. The unit shall be capable of being completely recharged within 10 minutes. 5. When used on cable yarding landings, the unit shall be outfitted for immediate attachment to carriage and transported without damage to the unit. <p>Fire extinguishers required for Hot Saws, Masticators and similar equipment identified in Section B. above may be substituted with a 3 gallon CAFS.</p> <p>Tank truck, trailer or equivalent may be substituted with a 30 Gallon CAFS with at least 550 feet of one inch hose and an adjustable nozzle with enough water, air and foam concentrate for at least one recharge.</p> <p>This equipment and accessories shall also be deliverable to a fire in the area of operations and subject to the requirements for each specific activity level identified in K-H.2.2#.</p>
<p>L. <u>Communications</u></p>	<p>Contractor shall furnish a serviceable communications system such as a telephone, radio-telephone, radio system or satellite phone connecting each operating side within the Contract Area with Contractor's headquarters, and capable of notifying Forest Service within 15 minutes of discovery of any fires on the Contract Area or along Contractor's haul route. When such headquarters is at a location which makes communication to it clearly impractical, Forest Service may agree to a reasonable alternative notification method.</p> <p>A Citizen's Band (CB)radio is not acceptable communications.</p>
<p>M. <u>Cable Yarding Tank Unit</u></p>	<p>When all or part of Included Timber will be harvested by a long span (over 1,500 feet)cable yarding operation, Contractor shall provide at each active cable yarding landing a tank truck, trailer or acceptable CAFS substitute which can be lifted and transported by the carriage.</p> <p>The unit shall meet the same requirements as specified for the tank truck, trailer or approved CAFS substitute.</p>

SPECIFICATIONS PURSUANT TO K-H.2# - SPECIFIED FIRE PRECAUTIONS CONTINUED

Table A (continued)

<p>N. <u>Helicopter Yarding Fire Precautions</u></p>	<p>Contractor shall provide and maintain fire equipment as follows:</p> <ol style="list-style-type: none"> 1. The fire tool box required under this provision shall be equipped for attachment to the helicopter long line so that it may be hauled to needed locations. Such attachment device shall not interfere with access to fire tools. Unless agreed otherwise, the fire tool box shall be located at the Active Landing ready for immediate dispatch. 2. An external helibucket readily attachable to the helicopter, with a capacity of at least 500 gallons, and having a remote control door mechanism adequate for rapid dropping of water. The helibucket shall be located at the helicopter service landing and shall be filled with water ready for immediate dispatch unless otherwise agreed. 3. All aircraft used in conjunction with Contractor's Operations shall be equipped with an operable radio system capable of meeting Region Five avionics requirements. 4. For protection of fuel servicing operations, fire extinguishers which have the following ratings based on the open hose discharge capacity, i.e., "broken hose," of the aircraft fueling system shall be readily available: <ol style="list-style-type: none"> a. Where said capacity does not exceed 200 gallons per minute, at least one approved extinguisher having a minimum rating of 20-B; b. Where said capacity is in excess of 200 gallons per minute, but not over 350 gallons per minute, one approved extinguisher having a minimum rating of 80-B; c. Where said capacity is in excess of 350 gallons per minute, two approved extinguishers, each having a minimum rating of 80-B. 5. By agreement, a suitable CAFS may also be used in lieu of the above extinguishers. 6. Extinguishers of over 50 pounds gross weight shall be of wheeled type or be mounted on carts to provide mobility and ease of handling.
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K-H.2.2# - EMERGENCY PRECAUTIONS (06/2012)

Contractor's Operations shall conform to the limitations or requirements in the Project Activity Level (PAL) table below. Unless otherwise agreed in writing, Project Activity Levels applicable to this project shall be the predicted levels for the Fire Danger Rating Area(s), or fire weather station(s) stated in the Contract Area Map legend.

Forest Service, in its sole discretion, may change the predicted activity level if the current fire suppression situation, weather and vegetation conditions warrant an adjustment. If practicable, Forest Service will determine the following day's activity level by 6:00 PM. Contractor shall obtain the predicted Project Activity Level from the appropriate Ranger District Office before starting work each day. Forest Service may change the Project Activity Level Table to other values upon revision of the National Fire Danger Rating System. When Contractor is notified, the revised Project Activity Levels will supersede the levels in the Project Activity Level Table below.

PROJECT ACTIVITY LEVEL (PAL) - K-H.2.2# - EMERGENCY PRECAUTIONS

SAMPLE

REQUIREMENTS AND RESTRICTIONS PURSUANT TO PROJECT ACTIVITY LEVEL (PAL) – K-H.2.2# - EMERGENCY PRECAUTIONS

PROJECT ACTIVITY LEVEL TABLE

Level	Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.
A	Minimum required by K-H.2#.
B	1. Tank truck, trailer, or approved CAFS substitute shall be on or adjacent to the Active Landing.
C	1. When Hot Saws or Masticators are operating, a tank truck, trailer, or approved CAFS substitute shall be within ¼ mile of these operations. Effective communications shall exist between the operator and the Active Landing. 2. Immediately after Mechanical Operations cease, Fire Patrol is required for two hours.
D	1. Immediately after Hot Saw or Masticator operations cease, Fire patrol is required for three hours. 2. No Dead Tree felling after 1:00 PM, except recently dead. 3. No Welding or cutting of metal after 1:00 PM, except by special permit.
Ev	<p>1. The following activities may operate all day:</p> <ul style="list-style-type: none"> a) Loading and hauling logs decked at approved landings. b) Loading and hauling chips stockpiled at approved landings. c) Servicing equipment at approved sites. d) Dust abatement, road maintenance (Chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stock pile loading and installation (does not include pit or quarry development). e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings. <p>2. Hot Saws or Masticators may operate until 1:00 PM; provided that:</p> <ul style="list-style-type: none"> a) A tractor or other equipment with a blade capable of constructing fireline is on or adjacent to the active landing or within ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the Hot Saw or Masticator. b) Any additional restrictions specified by the Forest. <p>3. All other conventional Mechanical Operations are permitted until 1:00 PM.</p> <p>4. Some operations may be permitted after 1:00 PM, on a case-by-case basis, under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are:</p> <ul style="list-style-type: none"> • Rubber Tire Skidding • Chipping on Landings • Helicopter Yarding • Fire Salvage <p>When approved by a Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by the Contracting Officer for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Contractor's equipment for prevention and suppression readiness, type of operation and social and community considerations etc. (See attached Project Activity Level Variance Agreement).</p>
E	<p>The following activities may operate all day:</p> <ol style="list-style-type: none"> 1. Loading and hauling logs decked at approved landings. 2. Loading and hauling chips stockpiled at approved landings. 3. Servicing Equipment at approved sites. 4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development). 5. Chainsaw operation associated with loading at approved landings. <p>All other activities are prohibited.</p>

SPECIFICATIONS PURSUANT TO K-H.2.2# – EMERGENCY PRECAUTIONS

Region 5 Project Activity Level (PAL) Ev Variance Application/Agreement

Project Name: _____
 Contract Number: _____
 Purchaser/Contractor Name: _____
 Request #__, for period: _____
 Units/Subdivisions Affected: _____

Location of operation:	
Slope	
Aspect	
Elevation	
Fuels on site	
Fuels in surrounding area	
7 Day PAL Outlook	
Short range predictions (Red Flags)	
<i>Fuel Moistures</i>	
Response time of suppression resources	
Potential for ignition	
RAWS location	
Current Fire Situation:	
Draw down information	
National Readiness Level	
Contractual considerations:	
Normal Operating Season	
Frequency of recent contract fires in area	
Type of operation	
Purchaser/Contractors past/current performance & equipment readiness	
Other site specific mitigation or precaution (i.e. Purchaser/Contractors proposals)	
Social & Community Considerations:	
Proximity of high value resources	
Sensitivity of location	
Remarks:	

SPECIFICATIONS PURSUANT TO K-H.2.2# – EMERGENCY PRECAUTIONS CONTINUED

Region 5 Project Activity Level (PAL) Ev Variance Application/Agreement

Ev Proposed Actions

- Rubber Tired Skidding
- Chipping on Landings
- Helicopter Yarding
- Fire Salvage

Description of Mitigation Measures

Fire Management Officer Concurrence

Date

Line Officer Approval

Date

I have considered the above request and determined the specified mitigation measures or actions must be implemented to continue operations in Project Activity Level Ev. Unless extended, the approval remains in effect for ten (10) calendar days unless cancelled sooner or extended by the Forest Service for an additional ten (10) days. At the sole discretion of the Forest Service, this variance can be modified and/or cancelled at no cost to the government.

Contracting Officer

Date

Purchaser/Contractor Rep.

Date

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.2.1.2 - MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in A.20. Contractor will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Contractor's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Contractor's written request for a market-related contract term addition before the expiration of this contract.

No more than 3 years shall be added to a contract's term by market-related contract term addition unless the following conditions are met:

(i) The contract was awarded after December 31, 2006; and

(ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

For each qualifying quarter meeting the criteria in paragraphs (i) and (ii) of this provision, the Forest Service will, upon the Contractor's written request, add an additional 3 months during the normal operating season to the contract, except no single 3-month addition shall extend the term of a contract by more than 1 year.

In no event shall a revised contract term exceed 10 years as a result of market-related contract term addition.

Additional contract time may not be granted for those portions of the contract that have a required completion date or for those portions of the contract where Contracting Officer determines that the timber is in need of urgent removal or that timber deterioration or resource damage may result from delay.

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 N/A 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.