

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

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

Species	Product
Landing Piles and Decks	Grn Bio Cv

that shall be Included Timber upon written agreement.

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

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

K-C.3.5.5# - DESIGNATION BY PRESCRIPTION (09/2004)

Within Subdivision(s) or cutting unit(s) 4,7,18,20,28,29,30,31,32,33,34,40,41,44., as shown on Contract Area Map, the following criteria shall be used by Contractor to designate trees and other products for cutting and removal. Contractor shall Mark leave trees with Contractor's non-tracer N/A paint. Forest Service shall inspect and approve Marking prior to cutting.

(a) See Attached Marking Prescription.

(b) Additional trees to be cut, if any, are Marked by Forest Service with Green paint above and below stump height tracer paint.

(c) Cutting unit boundaries and other trees that shall be left uncut are Marked by Forest Service with Orange tracer paint.

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

All trees marked above and below stump height with Blue Tracer paint in Subdivisions 1,2A,2B,5,8A,8B,9,10,46,47 which meet the minimum tree diameter stated in A.2 are designated for cutting. Additional timber to be cut, if any, will be designated for cutting in accordance with C.3.7.

Leave trees, Marked with orange paint above and below stump height, or identified by, N/A, are not to be cut, unless designated by the Forest Service.

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

End Results - The treatments to be applied will result in retaining the largest, best quality, and most healthy trees of desired species.

**A. Definitions**

Clumps - Two or more trees spaced closer than 20 feet apart.

Variable Density Thinning - Retaining leave trees within a stand at various stocking levels in patterns that would have occurred historically.

Aspen Patch - Ten or more aspen stems at least 5 feet tall within a 10 foot spacing distance.

**B. Subdivisions 4, 7, 18, 20, 28, 29, 30, 31, 32, 33, 34, 40, 41, 44**

Tree Selection

1. The overall treatment to be applied is a variable density thinning from below to retain the largest and best quality trees of desired species.
2. Leave all trees greater than or equal to 30" DBH regardless of stocking levels, damage, insects, or disease. Residual stocking may exceed the target basal area per acre range with trees larger than 30 inches DBH.
3. After leaving all trees greater than or equal to 30 inches DBH, make up the remainder of the desired residual stocking by retaining the best available leave trees.
4. Leave the largest, healthiest, most vigorous, least defective trees available from mainly the dominant and co-dominant crown classes. Retain all old growth trees as described by Van Pelt's guide "Identifying Old Trees and Forests". Leave intermediate and suppressed trees if they cannot be removed without damaging the leave trees.
5. Species preference takes priority over preferred tree characteristics. Ponderosa pine (PP), Douglas-fir (DF), sugar pine (SP) and incense cedar (IC) are preferred species for retention in order of preference. White fir (WF) and lodgepole pine (LP) are targeted for removal.
6. Favor DF, SP, and IC for retention over PP when these species are a minor component. Leave WF and LP where needed for stocking.

Spatial Arrangement of Leave Trees

1. Leave trees will be retained in a variable and irregular spatial arrangement by favoring the largest, most vigorous trees, by leaving clumps of desirable trees, and by removing undesirable conifers around large ponderosa pine and other desired species.

2. Leave single trees, or clumps of 2 or more desirable trees and create small openings to introduce heterogeneity into the stand. Leave WF and LP in clumps when desirable species are not available.
3. Look for natural arrangements of trees from which to build clumps similar to what you might find in historic old growth clumps. Use the largest trees in any particular location as the focal point for building clumps of trees. Create separation between clumps by deliberately removing less desirable conifers between clumps to create small openings.
4. Leave two or more trees together when their crowns complement each other rather than leaving trees with one sided crowns. When two or more trees are growing too close together to remove one without damaging the other, either cut or retain the whole clump.
5. Culture around large old PP, SP, IC, and DF by removing competing WF and LP within a diameter plus 10 foot radius . The exception to this would be when the large old tree is in poor condition and does not appear that it will survive very long.

Density of Leave Trees

1. Basal area in square feet per acre will be used to determine residual stocking for trees greater than 10 inches DBH. The desired residual basal area is on a sliding scale and will fluctuate throughout the thinning of the units due to stand variability with more basal area left when leave trees are large and less when leave trees are small. See table below for ponderosa pine dominated stands.

Average Residual DBH	Desired Residual BA/Acre
10" - 12"	50-60
14" - 16"	70-80
18" - 20"	90-100
22" - 24"	110-120
26" - 28"	130-140

2. For smaller trees (less than 10" DBH), use average variable spacing while still leaving the best quality trees. Average variable spacing can range from 20 to 30 feet depending on the size of the leave trees.
3. Occasional small trees less than 4" DBH and having good form can be left as singles or in clumps to meet irregular spatial arrangement objectives of clumps and variable densities and to retain both vertical and horizontal structure.

**C. Subdivisions 7, 28, 33**

These stands are a mixture of PP and LP. The objective is to reduce LP and increase the percentage of PP.

1. Favor PP for leave over LP.
2. Where PP is available for residual stocking, follow the thinning guidelines as described above for subdivisions  
4, 7, 18, 20, 28, 29, 30, 31, 32, 33, 34, 40, 41, 44

3. Where there is little or no PP available, leave the largest/best quality LP at an average leave basal area of 40 square feet per acre as individuals and clumps.
4. Leave smaller good quality PP and cut larger mature LP.

**D. Subdivisions Units 18, 20**

The objective is to retain a legacy of large diameter structure and introduce heterogeneity as the next stand develops from natural regeneration.

1. Leave 30-40 square feet of basal area per acre of the best available LP as individual trees, clumps, and patches. Openings up to 2 acres may be created to remove low quality LP.
2. There usually are not many high quality trees per acre in a LP stand, so leave the best available.

**E. Snags/Replacement Snags**

1. Green cull trees should be retained when needed for snag replacement trees. Green tree replacements expected to die within 10 years do not count toward leave basal area.
2. All snags 10.0" DBH and larger will be retained unless determined to be a hazard during the logging operation. Extra trees may be left next to high quality snags.

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

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

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

**See attached removal schedule.**

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection, Contracting Officer will suspend all or any part of Contractor's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:
- (i) Slash disposal, road maintenance, and contract scaling deposits;
  - (ii) Cooperative work at rates established by specific agreement under E.2.1.8;
  - (iii) Damages pursuant to J.4;
  - (iv) Road use fees;
  - (v) Restoration of downpayment pursuant to E.2.2;
  - (vi) Periodic payments pursuant to E.2.1.3;
  - (vii) Extension Deposits pursuant to E.2.1.7; and
  - (viii) Other mandatory deposits.
- (b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under J.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.
- (c) Pursuant to the Debt Collection Improvement Act of 1996, as amended, if payment is not received by Forest Service within 15 days after the date of issue indicated on the bill for collection:
- (i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.
  - (ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.
  - (iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).
  - (iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.
- (d) Forest Service remedies for Contractor's failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Contractor's Operations, and administrative offset, shall be stayed for so long as:
- (i) A bona fide dispute exists as to Contractor's obligation to make such payment and
  - (ii) Contractor files and prosecutes a timely Claim.

Contract Name: Fort II Stewardship

K-F.1.0.1j - TEMPORARY ROAD AND LANDING CONSTRUCTION (OPTION 1) (06/2010)

In addition to the requirements of F.1 and G.6.2, Contractor and Forest Service will agree to the design, construction, maintenance, closure, and obliteration of all Temporary Roads.

Construction of Temporary Roads in areas shown on Contract Area Map shall be in accordance with the attached plans or criteria.

Unless otherwise agreed, if Contractor's Operations require more than N/A cubic yards of rock for Temporary Roads, landings, or other temporary uses, such rock shall be obtained from commercial sources.

**See attached Plans and/or Criteria.**

PLANS AND/OR CRITERIA PURSUANT TO K-F.1.0.1# - TEMPORARY ROAD AND  
LANDING CONSTRUCTION (OPTION 1) (06/2010)

- After final use by the contractor, temporary roads will be decommissioned. The first 150 feet scarified to an 8 inch depth, and then blocked with native materials (e.g. boulder, logs, root wads) to prevent further vehicle access.

Contract Name: Fort II Stewardship

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

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

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

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

**See Restricted Road List Table.**

TABLE PURSUANT TO K-F.i.2# - USE OF ROADS BY CONTRACTOR (09/2004)

**Restricted Road List**

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
6210000 Seg 1		State Highway 62	M.P. 0.19	P	Use prohibited until NEPA Decision mitigation of specified road reconstruction is completed under Fort Stewardship.

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

Commercial Road Rules  
 Fremont-Winema National Forests  
Commercial Road Rules

June 15, 2006  
Effective Date

Contract Name: Fort II Stewardship

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

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

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

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

**CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO  
K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/04)**

**Contract Road Maintenance Requirements Summary**

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications						
	From	To		T803	T838	T839	T851	T854		
2300960	Sun Mountain Road	2300982	0.09	P						
2300980	Sun Mountain Road	End of road	0.37	P		P				
2300982	2300980	2300960	0.28	P		P				
2300990	Sun Mountain Road	M.P. 0.60	0.6	P	P					
2300991	2300990	End of road	0.76	P		P				
2300995	2300990	End of road	0.62	P	P					
6200560	Hwy 62	M.P. 0.12	0.12	P		P				
6210000 Seg 1	Hwy 62	M.P. 0.19	0.19	P	P					
6210000 Seg 2	M.P. 0.19	6210510	4.98	P	P					
6210020	6210000	E. Bndy Unit 9	0.83	P	P					
6210023	6210020	End of road	0.36	P		P				
6210026	6210020	End of road	0.27	P		P				
6210400	6210000	6210430	1.58	P	P					
6210406	6210400	End of road	0.74	P		P				
6210408	6210406	End of road	0.42	P		P				
6210430	6210000	6214314	1.47	P	P					
6210470	6210000	End of road	0.33	P		P				
6210510	6210000	FS Bndy	0.39	P	P					
6214000	6210000	6214400	4.21	P	P					
6214170	6214000	End of road	0.26	P	P					
6214174	6214170	End of road	0.15	P		P				
6214310	6214000	N. Bndy Unit 44	1.06	P	P					
6214312	6214310	M.P 0.12	0.12	P		P				
6214313	6214310	6214314	0.33	P		P	P			
6214314	6214310	6210430	1.31	P	P					
6214380 Seg 1	6214000	M.P. 0.99	0.99	P	P		P			
6214380 Seg 2	M.P. 0.99	End of road	0.21	P		P				
6214382	6215000	W. Bndy Unit 20	0.32	P		P				
6214386	6214382	W. Bndy Unit 41	0.47	P		P				
6214400	6214000	6214000	0.7	P		P				
6214406	6214400	End of road	0.26	P		P				
6215000	6210000	6214000	4.04	P	P					
6215180	6215000	End of road	0.78	P		P	P			

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

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

CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO  
K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/04)

**Contract Road Maintenance Requirements Summary**

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications						
	From	To		T803	T812	T838	T839	T854		
2300960	Sun Mountain Road	2300982	0.09	P				P		
2300980	Sun Mountain Road	End of road	0.37	P			P	P		
2300982	2300980	2300960	0.28	P			P	P		
2300990	Sun Mountain Road	M.P. 0.60	0.6	P		P		P		
2300991	2300990	End of road	0.76	P			P	P		
2300995	2300990	End of road	0.62	P		P		P		
6200560	Hwy 62	M.P. 0.12	0.12	P			P	P		
6210000 Seg 1	Hwy 62	M.P. 0.19	0.19	P	P	P		P		
6210000 Seg 2	M.P. 0.19	6210510	4.98	P		P		P		
6210020	6210000	E. Bndy Unit 9	0.83	P		P		P		
6210023	6210020	End of road	0.36	P			P	P		
6210026	6210020	End of road	0.27	P			P	P		
6210400	6210000	6210430	1.58	P		P		P		
6210406	6210400	End of road	0.74	P			P	P		
6210408	6210406	End of road	0.42	P			P	P		
6210430	6210000	6214314	1.47	P		P		P		
6210470	6210000	End of road	0.33	P			P	P		
6210510	6210000	FS Bndy	0.39	P		P		P		
6214000	6210000	6214400	4.21	P		P		P		
6214170	6214000	End of road	0.26	P		P		P		
6214174	6214170	End of road	0.15	P			P	P		
6214310	6214000	N. Bndy Unit 44	1.06	P		P		P		
6214312	6214310	M.P 0.12	0.12	P			P	P		
6214313	6214310	6214314	0.33	P			P	P		
6214314	6214310	6210430	1.31	P		P		P		
6214380 Seg 1	6214000	M.P. 0.99	0.99	P		P		P		
6214380 Seg 2	M.P. 0.99	End of road	0.21	P			P	P		
6214382	6215000	W. Bndy Unit 20	0.32	P			P	P		
6214386	6214382	W. Bndy Unit 41	0.47	P			P	P		
6214400	6214000	6214000	0.7	P			P	P		
6214406	6214400	End of road	0.26	P			P	P		
6215000	6210000	6214000	4.04	P		P		P		
6215180	6215000	End of road	0.78	P			P	P		

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

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

CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO  
K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/04)

**Contract Road Maintenance Requirements Summary**

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications								
	From	To		T811	T839	T854						
2300960	Sun Mountain Road	2300982	0.09			P						
2300980	Sun Mountain Road	End of road	0.37			P						
2300982	2300980	2300960	0.28			P						
2300990	Sun Mountain Road	M.P. 0.60	0.6			P						
2300991	2300990	End of road	0.76			P						
2300995	2300990	End of road	0.62			P						
6200560	Hwy 62	M.P. 0.12	0.12			P						
6210000 Seg 1	Hwy 62	M.P. 0.19	0.19	P		P						
6210000 Seg 2	M.P. 0.19	6210510	4.98	P		P						
6210020	6210000	E. Bndy Unit 9	0.83			P						
6210023	6210020	End of road	0.36			P						
6210026	6210020	End of road	0.27			P						
6210400	6210000	6210430	1.58			P						
6210406	6210400	End of road	0.74			P						
6210408	6210406	End of road	0.42			P						
6210430	6210000	6214314	1.47			P						
6210470	6210000	End of road	0.33			P						
6210510	6210000	FS Bndy	0.39			P						
6214000	6210000	6214400	4.21	P		P						
6214170	6214000	End of road	0.26			P						
6214174	6214170	End of road	0.15		P	P						
6214310	6214000	N. Bndy Unit 44	1.06			P						
6214312	6214310	M.P 0.12	0.12		P	P						
6214313	6214310	6214314	0.33			P						
6214314	6214310	6210430	1.31			P						
6214380 Seg 1	6214000	M.P. 0.99	0.99			P						
6214380 Seg 2	M.P. 0.99	End of road	0.21		P	P						
6214382	6215000	W. Bndy Unit 20	0.32			P						
6214386	6214382	W. Bndy Unit 41	0.47		P	P						
6214400	6214000	6214000	0.7		P	P						
6214406	6214400	End of road	0.26		P	P						
6215000	6210000	6214000	4.04	P		P						
6215180	6215000	End of road	0.78			P						

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ROAD MAINTENANCE REQUIREMENTS SPECIFICATION TABLE PURSUANT TO  
K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/04)

Road No.	1		2		3		4		5		6		7		8		9				
	From	Termini To	Special Project Specification	Travel Way	Width	Slope	Comp	Brush And	Log Out	Surfacing	Product	Abatement	Rate	Width	Seasonal Maintenance	Snow Removal	Block	Post Haul	Treat		
2300960	Sun Mountain Road	2300982																			
2300980	Sun Mountain Road	End of road	812.03-02F	EX	AI									W	TS				PR		
2300982	2300980	2300960	812.03-02F	EX	AI									W	TS				PR		
2300990	Sun Mountain Road	M.P. 0.60	812.03-02F	EX	AI		4 ft. R and L OPT													PR	
2300991	2300990	End of road	812.03-02F	EX	AI									W	TS					PR	
2300995	2300990	End of road	812.03-02F	EX	AI		4 ft. R and L OPT													PR	
6200560	Hwy 62	M.P. 0.12	812.03-02F	EX	AI									W	TS					PR	
6210000	Hwy 62	M.P. 0.19	812.03-02F	EX	AI					MgCl <sub>2</sub>	0.6 gal./ yard <sup>2</sup>	1.4 ft.								PR	
6210000	M.P. 0.19	6210510	812.03-02F	EX	AI															PR	
6210020	6210000	E. Bndy Unit 9	812.03-02F	EX	AI															PR	
6210023	6210020	End of road	812.03-02F	EX	AI									W	TS					PR	
6210026	6210020	End of road	812.03-02F	EX	AI									W	TS					PR	
6210400	6210000	6210430	812.03-02F	EX	AI		4 ft. R and L OPT													PR	
6210406	6210400	End of road	812.03-02F	EX	AI									W	TS					PR	
6210408	6210406	End of road	812.03-02F	EX	AI									W	TS					PR	
6210430	6210000	6214314	812.03-02F	EX	AI															PR	
6210470	6210000	End of road	812.03-02F	EX	AI									W	TS					PR	
6210510	6210000	FS Bndy	812.03-02F	EX	AI															PR	
6214000	6210000	6214400	812.03-02F	EX	AI		4 ft. R and L OPT														PR
6214170	6214000	End of road	812.03-02F	EX	AI		4 ft. R and L OPT														PR
6214174	6214170	End of road	812.03-02F	EX	AI									W	TS					PR	



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

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

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

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

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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: N/A

Wildlife and Botanical Protection Measures: Wildlife Retention Area boundaries are designated with orange paint above and below stump height, blue tags that face into the unit/away from the retention area, and yellow flagging. Wildlife Retention Areas are no entry areas.

Cave Resource Protection Measures: N/A

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

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

See attached schedule.

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

Subdivision unit	Operation Conditions	Purpose
Merritt Plantation unit 2, Unit 5	No operations permitted between March 1 - August 31. Protection zone ¼ mile	To avoid disturbance to nesting/roosting barred owls.
8A, 8B, 9	No operations permitted between November 15- July 15.	To avoid disturbance to wintering big game.
10	No operations permitted between January 1 - August 31. Protection zone ¼ mile	To avoid disturbance to nesting/roosting bald eagles.

Units 5, 10, Merritt Plantation-Each nest is assumed to be active until June 1. If monitoring shows no nesting attempt has been initiated or an attempt has failed by June 1, the nest site will be considered inactive and nest site restrictions may be waived. Restrictions may be lifted for an active nest site before the end of the nesting season if it is determined that fledgling dispersal outside of the protection zone has occurred. Monitoring will be supervised and evaluated by a qualified FS wildlife biologist.

Units 8A, 8B, 9-November 15- July 15, to avoid disturbance with Big Game Winter Range. Restrictions may be lifted for accessing the closure area if activities will not conflict with wintering or fawning of Mule deer. Monitoring will be supervised and evaluated by a qualified FS wildlife biologist.

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

Contractor's damage or destruction of reserve trees described in K-C.3# will cause serious and substantial silvicultural or other damage to the National Forest. It will be difficult if not impossible to determine the amount of such damage. Therefore, Contractor shall pay as fixed, agreed, and liquidated damages \$ 100 for each genetic reserve tree and \$ N/A for each N/A reserve tree damaged or destroyed by Contractor's Operations, in addition to amounts payable under D.4.5 and D.4.6.

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

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

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

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

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

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

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

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

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

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

K-G.3.2# - PROTECTION OF RESERVE TREES. (9/04) Contractor's damage or destruction of reserve trees described in K-C.3# will cause serious and substantial silvicultural or other damage to the National Forest. It will be difficult if not impossible to determine the amount of such damage. Therefore, Contractor shall pay as fixed, agreed, and liquidated damages \$100.00 for each genetic reserve tree and \$N/A for each N/A reserve tree damaged or destroyed by Contractor's Operations, in addition to amounts payable under D.4.5 and D.4.6.

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

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

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

**See attached Table.**

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

FELLING METHODS

SUBDIVISIONS

If included in your technical proposal and accepted by the Forest Service, mechanized felling equipment will operate in a manner which will minimize detrimental soil disturbance and minimize damage to residual trees and reproduction.

All subdivisions

Where slopes exceed 35% mechanized felling equipment is prohibited.

All

No mechanized equipment allowed in in Special Measures Area (SMA)

Subdivisions 2A

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

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

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

See attached table for requirements.

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

<u>YARDING/SKIDDING REQUIREMENTS</u>	<u>SUBDIVISIONS</u>
Landings will be located as to not be visible from Hwy 62 road and Sun Mountain Pass Road	All
Special Measures Area (SMA) commercial size tree(s) will be pulled/winched outside the SMA area.	2A

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

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

On slopes greater than 35 percent, erosion control measures will be done with methods other than mechanized equipment, unless otherwise agreed.

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

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

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

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

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

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

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laboratory, (2) date of test, (3) lot number for each kind of seed, (4) name of seed, (5) percentage of germination, (6) percentage of purity, (7) percentage of weed seed content, and (8) certification that no noxious weed seeds in excess of established state limitations are present in any kind of seed.

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

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

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

**See attached application schedule.**

APPLICATION SCHEDULE PURSUANT TO K-G.6.0# - EROSION CONTROL AND SOIL TREATMENT BY CONTRACTOR (07/2008)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K-G.7.4.1# - SLASH TREATMENT REQUIREMENTS (OPTION 1) (06/2008)

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

See following slash plan and specifications.

SPECIFICATION PURSUANT TO K-G.7.4.1# -SLASH TREATMENT REQUIREMENTS (Option 1) (06/2010)

Specifications

The slash treatment method for each Subdivision is to be accomplished by the Contractor in accordance with specifications listed herein.

- A. Landing and Decking Area Slash
  - 1. Machine pile all slash that is on the landing or any slash pushed up along the edge or off the landing during skidding and decking operations.
  - 2. Unless otherwise agreed, decks and piles shall not be closer than ten (10) feet from the edge of decked material on the landing or the drip line of any residual tree. Piles will be a minimum of six (6) feet in height and twelve (12) feet in diameter where practicable, and as compact as possible. Piles shall be reasonable free from dirt and rocks. Rollout of slash is required where excess dirt or rocks are in the pile.
- B. Roadway Slash

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

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

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

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

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

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

**Stewardship Projects**

K-G.8.5.1 - WEIGHT OF LOST LOADS (06/13)

If weight (TON) is the unit of measure for payment purposes, Contractor shall present all loads for weighing and shall furnish a weight ticket for each load pursuant to a weighing services agreement. Any load for which no weight ticket is furnished shall be considered a lost sample load with a weight equal to the weight of the heaviest load presented during the billing period, as established by the Forest Service.

K-G.9# - Stewardships Projects (09/2004)

MANDATORY PROJECTS

Project Number 001 - Cut, Skid and Deck. See attached requirements and specifications.

OPTIONAL PROJECTS

Project Number 002 - Hand Thinning. See attached requirements and specifications.

Project Number 003 - Machine Piling of Slash. See attached requirements and specifications.

Project Number 004 - Mastication of Conifer Plantations < 8.0". See attached requirements and specifications.

Project Number 005 - Mastication of Brush, Natural Fuels, and Trees < 3.9". See attached requirements and specifications.

Project Number 006- Mastication of < 8.0"

SPECIFICATIONS PURSUANT TO K-G.9# - STEWARDSHIP PROJECTS

Project 001 - Mandatory Cut, Skid, Deck

End Results - Reduction of Fuel Material to Desired Levels

Project Description:

- Lodgepole and White fir trees cut, skid and deck 4.0 - 6.9 inch DBH Material.
- Ponderosa Pine trees cut, skid and deck 4.0-8.9 inch DBH Material.

Project Location: Subdivisions 1 (109 acres), 2A (151 acres), 2B (84 acres), 4 (68 acres), 5 (77 acres), 7 (128 acres), 8A (20 acres), 8B (21 acres), 9 (169 acres), 10 (11 acres) 18 (48 acres), 20 (33 acres), 28 (114 acres), 29 (29 acres), 30 (57 acres), 31 (75 acres), 32 (63 acres), 33 (62 acres), 34 (36 acres), 40 (26 acres), 41 (7 acres), 44 (7 acres), 46 (26 acres), 47 (16 acres).

1,437 acres - Contract Area Map shows individual unit acres.

Technical Specifications:

- Lodgepole and White Fir trees 4.0 inches DBH up to 6.99 inches DBH not designated to be retained by the prescription shall be cut, skidded to agreed upon landings and decked.
- Ponderosa Pine trees 4.0 inches DBH up to 8.99 inches DBH not designated to be retained by the prescription shall be cut, skidded to agreed upon landings and decked.

OPERATING RESTRICTIONS THAT LIMIT WORK AND TRAVEL IN THE AREA:

Unit 5 - No work permitted from March 1- August 31, to avoid disturbance to nesting/roosting barred owl. The protection zone is 1/4 mile.

Unit 10 - No work permitted from January 1 - August 31, to avoid disturbance to nesting/roosting bald eagles. The protection zone is 1/4 mile.

Wildlife restrictions are due to proximity of raptor nest sites. Each nest is assumed to be active until June 1. If monitoring shows no nesting attempt has been initiated or an attempt has failed by June 1, the nest site will be considered inactive and nest site restrictions may be waived. Restrictions may be lifted for an active nest site before the end of the nesting season if it is determined that fledgling dispersal outside of the protections zone has occurred. Monitoring will be supervised and evaluated by a qualified FS wildlife biologist.

Unit 8A, 8B, 9 - No work permitted from November 15- July 15, to avoid disturbance with Big Game Winter Range. Restrictions may be lifted for accessing the closure area if activities will not conflict with wintering or fawning of Mule deer. Monitoring will be supervised and evaluated by a qualified FS wildlife biologist.

SPECIFICATIONS PURSUANT TO K-G.9# - STEWARDSHIP PROJECTS

Project 002 - OPTIONAL Hand Thinning

End Results - Reduction of Fuel Material to Desired Levels

Project Description: Hand thinning of trees greater than 2.0 feet in height to a maximum DBH of 4.0 inches and Sectioning woody debris to facilitate machine piling.

Project Location: Subdivisions 4 (68 acres), 5 (77 acres), 7 (128 acres), 18 (48 acres), 20 (33 acres), 28 (114 acres), 29 (29 acres), 30 (57 acres), 31 (75 acres), 32 (63 acres), 33 (62 acres), 34 (36 acres), 40 (26 acres), 41 (7 acres), 44 (7 acres), 46 (26 acres), 47 (16 acres).

872 acres- Contract Area Map shows individual subdivision acres.

OPERATING RESTRICTIONS THAT LIMIT WORK AND TRAVEL IN THE AREA:

Unit 5 - No work permitted from March 1- August 31, to avoid disturbance to nesting/roosting barred owl. The protection zone is 1/4 mile.

Definitions:

*Crown* - The living branches of a tree.

*Crown Ratio* - The portion of the tree that supports live green foliage that is effectively contributing to tree growth, expressed as a percentage of the total height of the tree.

*Damaged Tree* - Any tree during work on this contract that is scraped or barked so that wood is exposed or a tree that has been pushed over, leaning or partially uprooted.

*DBH* - Diameter breast height measured at 4 1/2 feet from the uphill side of the tree.

*Excess Trees* - Trees in excess of stocking level requirements, trees not cut below lowest live limb or completely severed from the stump, high stumps, and hang-up trees.

*Hang-Up Trees* - Cut trees left suspended in standing trees.

*Lopping* - The removal of branches attached to cut slash.

*Sectioning*-Cutting the boles of small trees (24" in height to 10" diameter) or woody debris into specified lengths (less than 8 feet) to facilitate machine piling.

*Slash* - The residue, tree tops, branches left on the ground after logging or accumulating as a result of storm, fire, girdling, or delimiting.

*Vigor* - The general appearance of a healthy tree. Compared to the neighboring trees, it has a crown with more needles, greater leader growth, and needles usually of a darker shade.

*Clumps* - Two or more trees spaced closer than 20 feet together.

*Woody debris* - Limbs and boles of trees that have died and fallen on the ground. This also includes logging slash.

Technical Specifications: This project is hand thinning of pre-commercial size trees using a chainsaw. The Contractor shall furnish all personnel, supervision, equipment, materials/supplies, and transportation to complete this project.

#### Identification and Selection of Leave Trees

- (a) Leave all hardwood trees (quaking aspen, service berries, willows, etc.).
- (b) Leave all trees that are outside of the specified cut limits.
- (c) Leave trees less than 4.0 inches DBH on an average of 20 feet variable spacing while retaining the largest and best quality trees of preferred species. Trees may be left as singles or in clumps.

#### Contractor Selection of Leave Trees

1. Species order of preference is Ponderosa Pine, Douglas-fir, Sugar Pine, Incense Cedar, White fir, Lodgepole pine.
2. Retain the largest, tallest, straightest and most vigorous tree free of damage. A tree of a more preferred species may be selected over a larger or taller less preferred species.
  - a. Ignore the following trees for spacing and selection purposes:
    - i. Damaged or diseased trees greater than the maximum cut limit of 4.0 inches with a crown ratio of less than 30%.
    - ii. Standing dead trees
  - b. Cut all trees below the lowest live limb except when prevented by natural obstacles.

Cut trees completely from the stump. Do not exceed a 6 inch stump height above ground level or 4 inches above natural obstacles. Do not leave hang-up trees.

SPECIFICATIONS PURSUANT TO K-G.9# - STEWARDSHIP PROJECTS

Project 003 - OPTIONAL Machine Piling of Slash

End Results - Reduction of Fuel Material to Desired Levels

Project Description: Machine Piling of Slash

Project Location: Subdivisions 4 (68 acres), 5 (77 acres), 7 (128 acres), 18 (48 acres), 20 (33 acres), 28 (114 acres), 29 (29 acres), 30 (57 acres), 31 (75 acres), 32 (63 acres), 33 (62 acres), 34 (36 acres), 40 (26 acres), 41 (7 acres), 44 (7 acres), 46 (26 acres), 47 (16 acres).

872 acres-Contract Area Map shows individual subdivision acres.

**OPERATING RESTRICTIONS THAT LIMIT WORK AND TRAVEL IN THE AREA:**

Unit 5 - No work permitted from March 1- August 31, to avoid disturbance to nesting/roosting barred owl. The protection zone is 1/4 mile.

Definitions

*Damaged Tree* - Any tree during work on this contract that is scraped or barked so that wood is exposed, or a tree that has been pushed over, leaning or partially uprooted.

*Slash* - The residue, tree tops, branches left on the ground after logging (up to 10" DBH) or accumulating as a result of storm, fire, girdling, or delimiting. This also includes logging slash.

*Woody debris* - Limbs and boles of trees that have died and fallen on the ground. This also includes logging slash.

Technical Specifications:

The objective of this project is to pile slash from whipfalling, thinning, logging operations and woody debris up to 10" DBH. The Contractor shall furnish all personnel, supervision, equipment, materials/supplies, and transportation to complete this project.

Slash Pile Specifications:

Slash piles shall meet the following specifications

1. Piles will be constructed so as not to harm standing leave trees.

2. Piles must not be closer than 15 ft. from the crown drip line of any leave tree. Forest Service will designate pile locations and will direct the contractor to create an opening by removing identified trees.
3. Piles must not exceed the size of 16 ft. in diameter and no more than 10 ft. tall.
4. Piles shall be located a minimum of 10 feet from unit boundaries, physical improvements, (such as roads and ditches designated recreational trails and stream courses
5. Piles shall be placed so they are not on top of logs, stumps, fire lines, or channel bottoms.
6. Dead and down coarse woody debris less than 10 inches DBH will be sectioned into 8 foot lengths and machine piled. Larger diameter material will be left on site.

SPECIFICATIONS PURSUANT TO K-G.9# - STEWARDSHIP PROJECTS

Project 004 - **OPTIONAL** Mastication of Conifer Plantations <8.0"

End Results - Reduction of Fuel Material to Desired Levels

Project Description: Mastication of brush and trees less than 8.0 inches DBH

Project Location: Subdivisions Merritt Plantations 2 (12 acres), 3 (35 acres), 6 (26 acres), 7 (30 acres).

102-acres-Contract Area Map shows individual subdivision acres.

**OPERATING RESTRICTIONS THAT LIMIT WORK AND TRAVEL IN THE AREA:**

Unit 2 - No work permitted from March 1 - August 31, to avoid disturbance to nesting/roosting barred owl. The protection zone is 1/4 mile.

Wildlife restrictions are due to proximity of raptor nest sites. Each nest is assumed to be active until June 1. If monitoring shows no nesting attempt has been initiated or an attempt has failed by June 1, the nest site will be considered inactive and nest site restrictions may be waived. Restrictions may be lifted for an active nest site before the end of the nesting season if it is determined that fledgling dispersal outside of the protection zone has occurred. Monitoring will be supervised and evaluated by a qualified FS wildlife biologist.

Technical Specifications: The Contractor shall furnish all personnel, supervision, equipment, materials/supplies, and transportation to complete this project.

Identification and Selection of Leave Trees:

- (a) Leave all hardwood trees (quaking aspen, service berries, willows, etc.).
- (b) Leave all trees greater than 8 inches DBH.
- (d) Leave all dead trees unless they pose a hazard to contractor's employees.
- (e) Leave all trees designated with unit boundary tags.

Contractor Selection of Leave Trees

1. Leave approximately 90 trees per acre of the best quality trees available on average of 22 by 22 foot variable spacing.
2. A variable spacing will be used to retain the best trees. Trees may be retained in clumps of 2-10 trees and as individuals to introduce heterogeneity into the stand.

3. Species order of preference is Ponderosa Pine, Douglas-fir, Sugar Pine, Incense Cedar, White fir, Lodgepole pine.
4. Retain the largest, tallest, straightest and most vigorous tree free of damage. A tree of a more preferred species may be selected over a larger or taller less preferred species.
  - a. Ignore the following trees for spacing and selection purposes:
    - a. Damaged or diseased trees greater than the maximum cut limit of 7.99 inches with a crown ratio of less than 30%.
    - b. Standing dead trees.
    - c. Cut all trees below the lowest live limb except when prevented by natural obstacles.
5. Remove brush and trees to ground level.

SPECIFICATIONS PURSUANT TO K-G.9# - STEWARDSHIP PROJECTS

Project 005 - **OPTIONAL** Mastication of Brush, Natural Fuels, and Trees <3.9"

End Results - Reduction of Fuel Material to Desired Levels

Project Description: Mastication of brush and trees less than 3.9 inches DBH

Project Location: Subdivisions 1 (109 acres), 2A (151 acres), 2B (84 acres), 8A (20 acres), 8B (21 acres), 9 (169 acres), 10 (11 acres).

565- acres - Contract Area Map shows individual subdivision acres.

OPERATING RESTRICTIONS THAT LIMIT WORK AND TRAVEL IN THE AREA:

Unit 8A, 8B, 9 - No work permitted from November 15 - July 15, to avoid disturbance with Big Game Winter Range. Restrictions may be lifted for accessing the closure area if activities will not conflict with wintering or fawning of Mule deer. Monitoring will be supervised and evaluated by a qualified FS wildlife biologist.

Unit 10 - No work permitted from January 1 - August 31, to avoid disturbance to nesting/roosting bald eagles. The protection zone is 1/4 mile.

Wildlife restrictions are due to proximity of raptor nest sites. Each nest is assumed to be active until June 1. If monitoring shows no nesting attempt has been initiated or an attempt has failed by June 1, the nest site will be considered inactive and nest site restrictions may be waived. Restrictions may be lifted for an active nest site before the end of the nesting season if it is determined that fledgling dispersal outside of the protections zone has occurred. Monitoring will be supervised and evaluated by a qualified FS wildlife biologist.

Technical Specifications: The Contractor shall furnish all personnel, supervision, equipment, materials/supplies, and transportation to complete this project.

Identification and Selection of Leave Trees:

- (a) Leave all hardwood trees (quaking aspen, service berries, willows, etc.).
- (b) Leave all trees greater than 3.9 inches DBH.
- (c) Remove all Lodgepole pine and White Fir tree less than 3.9 inches.
- (d) Remove Ponderosa Pine trees less than 3.9 inches on a 20 feet variable spacing while retaining the largest and best quality trees of preferred species. Trees may be left as singles or in clumps.
- (e) Leave all dead trees unless they pose a hazard to contractor's employees.
- (f) Leave all trees designated with unit boundary tags and orange paint.

1. Retain the largest, tallest, straightest and most vigorous tree free of damage. A tree of a more preferred species may be selected over a larger or taller less preferred species.
- a. Ignore the following trees for spacing and selection purposes:
  - i. Damaged or diseased trees greater than the maximum cut limit of 3.9 inches with a crown ratio of less than 30%.
  - ii. Standing dead trees
  - iii. Cut all trees below the lowest live limb except when prevented by natural obstacles.
2. Remove manzanita, ceonothus and trees to ground level.
3. Remove Bitterbrush in a mosaic design leaving 30 percent when available in each acre.

SPECIFICATIONS PURSUANT TO K-G.9# - STEWARDSHIP PROJECTS

Project 006 - OPTIONAL Mastication of < 8.0"

End Results - Reduction of Fuel Material to Desired Levels

Project Description: Mastication of brush, natural fuels, and trees less than 8.0 inches DBH

Project Location: Subdivision 19 (16 acres)

**OPERATING RESTRICTIONS THAT LIMIT WORK AND TRAVEL IN THE AREA:**

Unit 19 - No work permitted from January 1 - August 31, to avoid disturbance to nesting/roosting bald eagles. The protection zone is 1/4 mile.

Wildlife restrictions are due to proximity of raptor nest sites. Each nest is assumed to be active until June 1. If monitoring shows no nesting attempt has been initiated or an attempt has failed by June 1, the nest site will be considered inactive and nest site restrictions may be waived. Restrictions may be lifted for an active nest site before the end of the nesting season if it is determined that fledgling dispersal outside of the protection zone has occurred. Monitoring will be supervised and evaluated by a qualified FS wildlife biologist.

Technical Specifications: The Contractor shall furnish all personnel, supervision, equipment, materials/supplies, and transportation to complete this project.

Identification and Selection of Leave Trees

- (a) Leave all hardwood trees (quaking aspen, service berries, willows, ect.)
- (b) Leave all trees greater than 8 inches DBH.
- (d) Leave all dead trees unless they pose a hazard to contract employees.
- (e) Leave all trees designated with unit boundary tags.

Contractor Selection of Leave Trees:

1. Species order of preference is ponderosa pine, doug-fir, sugar pine, incense cedar, white fir, lodgepole pine.
2. Retain the largest, tallest, straightest and most vigorous tree free of damage. A tree of a more preferred species may be selected over a larger or taller less preferred species.
  - a. Ignore the following trees for spacing and selection purposes:

- a. Damaged or diseased white fir trees greater than the maximum cut limit of 7.99 inches with a crown ratio of less than 30%.
  - b) Standing dead trees
    - i. Cut all trees below the lowest live limb except when prevented by natural obstacles.
3. Mow brush and trees to ground level.

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

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

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

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

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

## A. Fire Security.

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

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

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

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

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

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

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

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

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

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

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

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

C. Spark arresters and mufflers.

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

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

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

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

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

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

D. Fire Tools.

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

(a) Two axes or Pulaskis with a 32 inch handle.

(b) Three adze eye hoes. One Pulaski may be substituted for one adze eye hoe.

(c) Three long handled, round point shovels, size 0 or larger.

E. Tank Truck.

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

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

agreement.

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

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

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

#### F. Communications.

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

#### G. Smoking and Open Fire Restrictions.

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

#### H. Blasting.

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

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

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

#### I. Compliance with State Fire Laws.

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

#### J. Aircraft Communications.

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

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

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

K. Logging Block Equipment.

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

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

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

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

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

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

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

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

LEVEL INDUSTRIAL FIRE PRECAUTION

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

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

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

III. Partial shutdown - The following are prohibited:

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

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

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

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

IV. General shutdown - All operations are prohibited.

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

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

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

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

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

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

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

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

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

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

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

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

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

K-1.3.1# - CONTRACT CHANGES (OPTION 1) (05/2005)

Contract changes involving volumes and/or values will use a weight ratio of 3.2194 to convert net CCF cruise volumes to Tons.

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

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

(b) Except for 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, exchange, 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.