

K-C.2.1 - UTILIZATION AND REMOVAL OF INCLUDED TIMBER (09/2004)

C.2(b) notwithstanding, bucking lengths shall be varied to ensure that the maximum sawlog piece that may be left is 2 feet and that the maximum small roundwood piece that may be left is 5 feet.

Where cut trees are identified by paint, the Contractor shall leave stumps of a minimum height to avoid obliterating paint markings that indicate individual trees to be cut.

K-C.3.0# - SUBDIVISION BOUNDARIES (09/2004)

The boundaries of Subdivisions are designated as shown in the following table. The trees used for boundary designation are not to be cut.

See Table K-C.3.0# - Payment Unit Boundaries, Payment Unit Boundary Designation Table

K-C.3.0# - Subdivision Unit Boundaries The boundaries of Payment Units are designated as shown in the following table. The trees used for boundary designation are not to be cut.

Payment Unit	Paint Color	Designation
1	Orange	Boundary line trees are marked with three horizontal slash marks, facing to the interior of the Payment Unit, and a spot at ground level. Roads that are used as a section of the Payment Unit boundary do not have orange boundary trees marked along them.

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

Within Subdivisions or cutting unit(s) 1, as shown on Sale Area Map, all Southern Yellow Pine trees, except trees Marked with Orange 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 20 feet. The tree is within 12 feet of a live southern yellow pine tree that has a larger stump diameter than it; and the larger tree is not designated for cutting.

(b) The tree is within 15 feet of a live southern yellow pine tree greater than or equal to 19.5 inches stump diameter; and this tree is not designated for cutting.

(c) The tree is Marked with yellow paint.

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

All Oak and Hickory shall be left as leave trees, unless Marked with yellow paint. No tree greater than or equal to 19.5 inches stump diameter shall be cut, unless Marked with yellow paint. Cutting unit boundaries and other trees that shall be left uncut are Marked with orange paint.

Contractor and Forest Service shall agree to skid trail location under G.4.2.2. Skid trails shall be no greater than 14 feet wide with a 60 foot spacing.

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.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.

Table K-F.3.1# - Contract Road Maintenance Requirements Summary:

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications									
	From	To		1030	1040								

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To		1030	1040	1030	1040						
589A	0.0	0.5	0.5	D	D	P	P						
589B	0.0	0.5	0.5	D	D	P	P						
590	0.0	0.5	0.5	D	D	P	P						
590A	0.0	0.8	0.8	D	D	P	P						
591A	0.0	0.2	0.2	D	D	P	P						
591	0.0	1.0	1.0	D	D	P	P						
L355-1	0.0	0.8	0.8	D	D	P	P						
L356-1	0.0	0.3	0.3	D	D	P	P						
L259-1	0.0	0.25	0.25	D	D	P	P						
C24-589	0.0	1.0	1.0			P	P						
C19-595	0.0	0.50	0.50			P	P						
C41-665	0.0	0.50	0.50			P	P						

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications									
	From	To		1030									

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

- 1030 Surface Blading (Grader)
- 1040 Spot Surface Course Placement

K-F.3.2# - ROAD MAINTENANCE DEPOSIT SCHEDULE (09/2004)

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 and for deferred maintenance is: \$ \$.13 per Ton.

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

Deposit Made To	Rate	Unit of Measure
N/A		

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

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

Cultural Resource Protection Measures: Areas within the unit boundary that are marked out with three orange bands are to be avoided by equipment and falling trees.

Wildlife and Botanical Protection Measures: N/A

Cave Resource Protection Measures: N/A

K-G.6.0.1# - REVEGETATION PLAN AND SPECIFICATIONS (09/2004)

Where soil has been disturbed by Contractor's operations and vegetation is needed to minimize erosion, Contractor shall take appropriate measures according to the following specifications or other agreed stabilization measures:

Temporary road cuts, fill slopes, and shoulders shall be seeded and fertilized within 15 days of construction during the seeding season(s).

Temporary road surfaces, landings, and skid trails shall be seeded when not to be used for a period exceeding 60 days during the seeding season(s).

Temporary road cuts, fill slopes, and other soil disturbance within 25 feet slope distance of a streamcourse shall be seeded and mulched within 3 days of the disturbance.

Exposed soil on temporary roads, skid trails and landings no longer needed for the Contractor's operations shall be seeded and fertilized within 30 days of discontinued use during the seeding season(s). Soil tilling to cover seed may be required under dry site conditions.

Bare areas or roads with soil compaction will require harrowing, disking or ripping. Fertilizer shall be applied and mixed thoroughly with the soil prior to seeding. Due to compaction, it may be necessary to till the soil to a depth of 6 inches or more.

The seeding season(s) shall be during the inclusive listed below, unless otherwise agreed.

See K-G.6.0.1# - Revegetation Plan and Specifications, Seeding Season(s) Table

The following kinds and amounts per acre of seed and fertilizer shall be applied, unless otherwise agreed:

See K-G.6.0.1# - Revegetation Plan and Specifications, Fertilizer and Seed Table

Not Applicable Mulch at the rate of 0 pounds per acre shall be applied. The Forest Service will identify the areas where mulch is required in addition to those specified elsewhere in this contract. Hay, straw, pine straw or shredded bark or other mulch acceptable to the Forest Service may be used as mulching material.

Not Applicable The Forest Service shall agree to the timing of the seeding operations.

Not Applicable Seeding operations shall not begin without the presence of a Forest Service representative.

Applicable Other revegetation specification: Purchaser may be directed to construct erosion control structures as needed to control erosion as determined by the contracting officer or his designee.

If the Forest Service performs such work as provided under a written cooperative agreement (16 U.S.C. 572), the Contractor shall make the following deposit:

See KT-GT.6.0.1# - Revegetation Plan and Specifications, Cooperative Deposit Table

Table K-G.6.0.1# – Revegetation Plan and Specifications The seeding season(s) shall be during the inclusive dates listed below, unless otherwise agreed.

Seeding Season	2/From Date	3/ To Date
Spring	May 1	June 15
Fall	August 15	November 15

The following kinds and amounts per acre of seed and fertilizer shall be applied, unless otherwise agreed.

SPRING MIX

Fertilizer	Pounds/Acre	Seed	Pounds/Acre
17-17-17	300	Bahia Grass	40
		Brown Top Millet	60
		Kobe Lespedeza	20
		Common Bermuda (hulled)	5

FALL MIX

Fertilizer	Pounds/Acre	Seed	Pounds/Acre
17-17-17	300	Perennial Rye Grass	60
		Osceola or Will Clover	10
		Wheat	60
		Kobe Lespedeza (unhulled)	20

If the Forest Service performs such work as provided under a written cooperative agreement (16 U.S.C. 572), the Purchaser shall make the following deposit for **erosion control seeding**:

Lump Sum Amount
\$0.00

Amount Per Unit of Volume
N/A

If the Forest Service performs such work as provided under a written cooperative agreement (16 U.S.C. 572), the Purchaser shall make the following deposit for: **waterbar construction**:

Lump Sum Amount
\$869.57

Amount Per Unit of Volume
N/A

K-G.6.5.1 - SKID TRAILS AND FIRE LINES (09/2004)

At locations where terrain or other conditions prevent practicable construction of cross ditches and water-spreading ditches, the Forest Service may designate that ground debris consisting of root mat, humus, leaf and needle litter, or slash (as defined in GT.7#) existing in the immediate area be placed on skid trails or fire lines. At such locations, the Contractor shall place sufficient ground debris to slow and disperse runoff. At other locations the Forest Service and the Contractor may agree to use ground debris, singly or in combination with other methods, to control erosion.

K-G.7# - SLASH TREATMENT (09/2004)

Slash is defined as all vegetative debris resulting from the Contractor's operations, including limbs, tops, cull logs, bark, wood chunks, pushed-out stumps, damaged brush, and damaged residual trees. Tops from felled trees and all trees to be removed from roads, landings, or other construction clearings shall be completely felled and not left leaning or hanging in other trees. Slash associated with construction of Specified Roads is construction slash subject to treatment according to road construction specifications.

Other Ownership. The Contractor shall conduct operations so that slash does not enter non-National Forest System lands, as shown on Contract Area Map. In event slash is deposited on other ownership, the Contractor shall immediately remove such slash. The Contracting Officer may agree in writing to other treatment requirements if the Contractor provides a written slash disposal agreement between the Contractor and the landowner.

Roads and Other Clearings. Along roads available for public use the Contractor shall immediately remove slash from traveled surfaces, shoulders, and drainage facilities. Other slash along roads available for public use and all slash along roads not available for public use shall be removed from the clearing limits within four days after adjacent skidding or yarding to each landing is complete. In areas where skidding or yarding is delayed or interrupted, slash shall be removed within ten days after being created.

Trails open to public use shall be kept free of slash. Slash within the clearing limits of powerlines, telephone lines, pipelines, and similar clearings shall be removed within ten days after adjacent skidding or yarding to each landing is substantially complete.

Slash removed from roads and other clearings shall be scattered outside the clearing limits, or otherwise disposed of as agreed. The time requirements for completion of slash removal may be changed by written agreement, except where immediate removal is required.

Other Treatment Areas. The Contractor shall complete slash treatment in other areas as described below. The Forest Service and the Contractor shall jointly agree to a schedule for completion of such slash treatment, which shall be included in the Contractor's Annual Operating Schedule required under G.3.1.

Applicable At or adjacent to log landings, delimiting areas, and similar areas of slash accumulation within all payment units, concentrations of slash greater than 2 feet in height and 8 feet in length, measured at greatest distances, shall be slash from the log deck and limb gate area must be hauled back and scattered throughout the unit as operations progress. The deck must be pushed clean and debris scattered throughout the unit before the payment unit is accepted by the Forest Service.

Slash treatments described below are required at locations shown on the Contract Area Map by the following symbols:

See Table KT-GT.7# - Slash Disposal, Slash Disposal Requirements Table

K-G.7# Slash Treatment Table

Slash Disposal Requirements Table

Map Symbol	Title	Treatment
NA	NA	NA

K-G.8 - MEASURING (09/2004)

The estimated quantity of timber has been determined by tree measurement in accordance with the methods described in the Timber Cruising Handbook (FSH 2409.12), a copy of which may be examined in the Forest Supervisor's or the Ranger's Offices.

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

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

Stewardship Projects

Mandatory Stewardship Projects			
Project Number	Project Description	Unit of Measure	Quantity
M1	Wetland Expansion	Acres	70
M2	Gate Installation	Each	3

M1 – Wetland Expansion on 70 acres

Project Description

Contractor shall clear a 70-acre dove field of all existing woody debris and stumps. Woody debris and stumps shall be hauled away from the site or grinded with a tub grinder. If a tub grinder is used, the mulch is to be removed from the site or scattered within the field.

Scope of Work

This project is located on the 70-acre Saluda Dove Field, located in Saluda County on National Forest Land within the boundaries of the Sumter National Forest, Long Cane Ranger District.

Contractor shall furnish all equipment with operator, materials, supplies, supervision, transportation, repair, and maintenance to perform all work specified herein. The contractor shall be responsible for all costs associated with this project until it is completed.

Technical Specifications

Equipment requirements shall be determined by the contractor to meet the stated specifications of work.

Contractor will be expected to replace/repair equipment as needed.

Item 1 – Debris Pile Removal

All existing debris piles are to be broken apart, the dirt is to be scattered in a thin layer within the field (no piles) or used to fill stump holes, and the woody material is to be removed from the site or ground with a tub grinder. If a tub grinder is used, the mulch is to be removed from the site or scattered in a thin layer within the field (no piles).

There is existing woody material located along the east side of the field that shall be left untreated (do not grind, do not haul away) along the timber line. The Forest Service will identify this material prior to commencement of work.

Item 2 – Stump Removal

There are some stumps remaining in the field (exact number unknown). All stumps (6" or greater in diameter) are to be dug up and removed from the site or grinded with a tub grinder. If a tub grinder is used, the mulch is to be removed from the site or scattered in a thin layer within the field (no piles). Stump holes are to be filled with dirt, packed, and smoothed.

Inspection/Acceptance Procedure

Equipment shall be inspected by designated Forest Service COR prior to starting work.

Deviation from the specifications without prior approval from the Forest Service COR may require re-work.

M2 – Installation of 3 Gates

The requirement is to install new road closure gates at specified locations. New gates are "farm" style gates as illustrated in figure 1.

Gate installation specifications are provided in figure 1.

Gate signs per specification in figure 1 are provided by the Contactor. Sign product information and vendor contact information is provided in figure 1. Forest Service supplies stickers for Motor Vehicle Use sign.

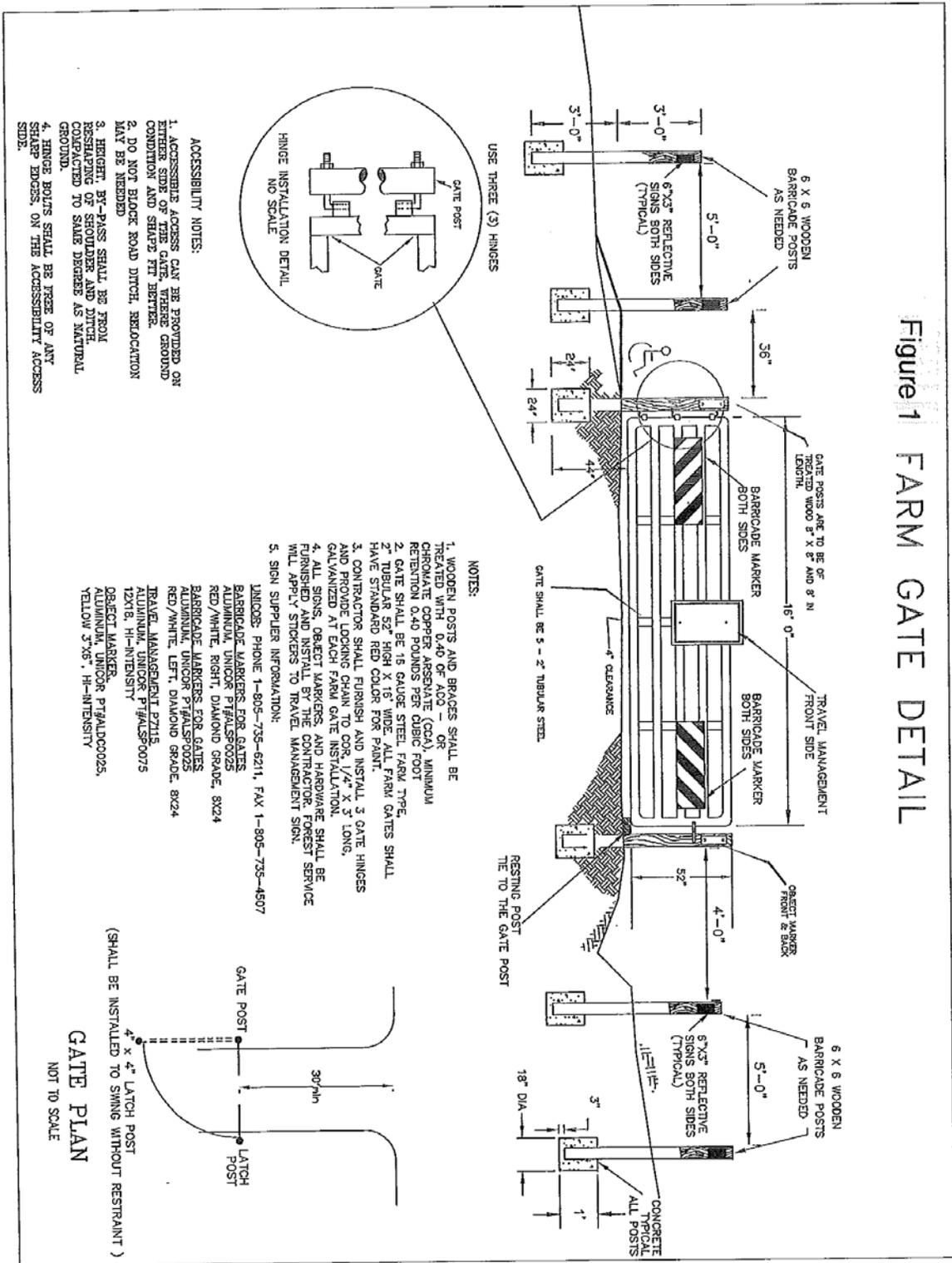
Gate installation locations are shown on the Contract Map.

Inspection/Acceptance Procedure

Installed gates will be inspected according to the specifications provided in figure 1.

Deviation from those specifications without prior approval from the Forest Service may require re-work.

Figure 1 FARM GATE DETAIL



K-H.2.0.1 - TRUCK, TRACTOR, AND POWER SAW MUFFLERS (09/2004)

Effective muffler systems installed by the manufacturer as standard equipment shall be maintained on exhausts of trucks, power saws and other internal combustion engines used in the Contractor's Operations.

K-H.2.0.2# - FIRE FIGHTING EQUIPMENT (09/2004)

When the Forest Service advises the Contractor that local fire weather conditions are becoming critical, the Contractor shall keep with gasoline chain saws at all times a dry chemical fire extinguisher or a rake and shovel and take precautionary measures requested by the Forest Service. The Contractor shall act as custodian of fire fighting equipment furnished by the Forest Service. Equipment shall be stored in sealed boxes provided for this purpose and shall be transported to locations in the immediate vicinity of current logging and milling operations on Contract Area. The Forest Service shall be reimbursed for any damage to or loss of fire fighting equipment furnished by the Forest Service, which occurs on Negligently-Caused Fires or as a result of using equipment for unauthorized purposes.

K-H.2.2.1 - EMERGENCY FIRE PRECAUTIONS (09/2004)

The Contractor shall limit or restrict operations in accordance with the Fire Danger Rating schedule shown below. The Forest Service will determine Fire danger ratings by using the National Fire Danger Rating System.

The Forest Service shall notify the Contractor of predicted fire danger that may limit or restrict operations. In all cases, the actual weather elements shall govern over the predicted weather elements in determining Fire Danger. Fire danger ratings are based on a severity index from A (low) to E (highest).

Fire Danger Rating:	Limitations or Restrictions on Contractor Operations:
A to C:	Normal fire precautionary operations
C+ to D (Very High)	Forest Service may suspend any or all of Contractor's operations.
E (Extreme)	In addition to above restrictions, internal combustion engines or other spark-producing equipment shall not be operated within any areas of the contract without specific written approval by the Forest Service.

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.