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

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

Species	**Product**
Combined Softwoods	**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 **Rust Resistant Sugar Pines and Superior** reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Reserve trees are identified by **5 inch by 8 inch yellow aluminum sign attached to each tree at eye level on the superior trees. Rust Resistant sugar pines are identified with a yellow band 6 inches wide at eye level** 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# - DESIGNATION OF TIMBER AND SUBDIVISION/PAYMENT UNIT BOUNDARIES *(08/2007)*

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

See Table A.

Table A - K-C.3.5# - Designation of Timber and Subdivision/Payment Unit Boundaries (08/2007)

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

Timber Designation Table

Unit/Subdivision/Area/Payment Unit	Tree Paint Color	Designation
All Units	Blue or Green	Roadside Hazard Tree. Notwithstanding C.3.2, all dead and unstable live trees which are leaning towards a road or are otherwise hazardous to a road, and are sufficiently tall to reach Contractor's landings or the roadbed of National Forest System roads within Contract Area, shall be felled by Contractor when Marked in the specified paint color above and below stump height by Forest Service in advance of felling any other timber in the vicinity. Pieces meeting Utilization Standards from such dead and unstable live trees shall be removed unless Contractor is notified in writing that removal would cause unacceptable damage to areas requiring special protection such as residual timber, roads, administrative sites, streamside management zones, and areas identified on Contract Area Map or on the ground.
All Units	Blue or Green	Individual Tree Mark. Individual trees are designated for cutting only if Marked above and below stump height with the specified paint color. Trees designated with blue dots and/or black paint over the blue dots, above and below stump height, are not designated for cutting.
N/A		Leave Tree Mark. All live trees are designated for cutting unless Marked as leave trees. Leave trees are Marked above and below stump height with the specified paint color. Contract Area Map indicates areas plainly identified on the ground where leave trees are Marked to be left uncut.
N/A		Salvage Area. In addition to Roadside Hazard Trees, other dead and dying timber standing or down that meets the size specification in A.2, may be designated for cutting in Salvage Areas shown on the Contract Area Map when Marked with the specified paint color in advance of felling other timber in the vicinity.
Contract Area or All Units	N/A	Wildlife Trees. Not withstanding the designation for cutting under C.3.l, C.3.3, C.3.4, or C.3.5, trees which are identified by standard Forest Service metal wildlife tree sign or painted with the specified paint color on the uphill and downhill side, shall be left uncut. In event such trees are destroyed in Contractor's Operations, Forest Service may designate alternate trees to be saved.
N/A		Designation by Spacing K-C.3.5.1#
N/A		Designation by Species and Diameter, K-C.3.5.2#
N/A		Designation by Damage Class, K-C.3.5.3#
N/A		Designation by Row Spacing, K-C.3.5.4#

Subdivision/Payment Unit Boundary Designation Table

Subdivision/Payment Unit	Boundary Paint Color	Boundary Designation
All Units	Orange	3 orange paint stripes facing into the unit on boundary trees and an orange mark below stump height

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

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

(1) Forest Service requests or orders Contractor to delay or interrupt operations for reasons other than breach;

(2) Contractor interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or

(3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, including a market-related contract term addition, or an urgent removal contract term extension under 36 CFR 223.53.

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

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

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

(a) Base Rates,

(b) associated charges, and

(c) the value of Included Timber exceeding the sum of stewardship credits that have not been established under E.2.2 for mandatory stewardship projects listed in A.4.3 plus optional stewardship projects listed in A.4.3 authorized by Contracting Officer.

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

K-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 A - K-F.1.2# - Use of Roads by Contractor (09/04)

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

Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
9NY20A	Junction Spur	0.00	End	P	Within Wildlife Area.
10N46H	Voss Cabin	0.00	0.65	R	Hauling permitted only when conditions are dry.
10N46L	Voss Ridge	0.00	0.35	R	Hauling permitted only when conditions are dry.
As Shown on Contract Area Map and Table				A	Public Use Prohibited

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

Construction of Specified Roads shall be completed no later than **10/15/2013** ; except for earlier construction completion dates for roads listed below:

Road Number	Road Name	Station From	Station To	Completion Date

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

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

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

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

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

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

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

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

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

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

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

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

The total amount to be deposited by Contractor for reconstruction related engineering services to be completed by Forest Service personnel or by public works contract is $ **$32,500.00** . Contractor shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. In the event a different deposit schedule is agreed to, such deposit shall be due within 15 days after the date of issue indicated on the initial bill for collection, pursuant to E.4.

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

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

Road or Facility No.	Termini From	Termini To	Engineering Services Completion Date
N/A			

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

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

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

See Contract Road Maintenance Requirements Summary Table.

Table A - K-F.3.1# - Road Maintenance Requirements. (09/04)

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications									
	From	To											
N/A													

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To		809	810	811*	812	831	834				
All Native or Aggregate Surface Roads						P	P						
All Chip Seal/Paved Surface Roads					P								

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications									
	From	To		809	810	811*	815*	816	838				
09N16	0	3.77	3.77	P	P	P							
09N16B	0	0.77	0.77	P	P	P							
09N16D	0	1.56	1.56	P	P	P							
09N28	0	1.76	1.76	P	P	P							
09N29	0	0.63	0.63	P	P	P							
09N30	0	13.73	13.73		P		P	P					
09N30E	0	0.04	0.04	P	P	P							
09N30X	0	0.06	0.06	P	P	P							
09N33	0	1.86	1.86	P	P	P							
09N74	0	0.55	0.55	P	P	P							
09N97	0	1.84	1.84	P	P	P							
09NY01	0	1.55	1.55	P	P	P							
09Y01A	0	0.2	0.2	P	P	P							
09NY02	0	1.47	1.47	P	P	P							
09NY03	0	0.95	0.95	P	P	P							
09NY04	0	1.37	1.37	P	P	P							
09NY20	0	0.23	0.23	P	P	P							
09NY23	0	3.89	3.89	P	P	P							
09NY41	0	2.40	2.40	P	P	P							
09NY42	0	1.92	1.92	P	P	P							
10N46	0	2.87	2.87	P	P	P							
10N46H	0	0.65	0.65	P	P	P							
10N46J	0	0.87	0.87	P	P	P							
10N46K	0	0.58	0.58	P	P	P							
10N46L	0	0.35	0.35	P	P	P							
10N83G	0	1.34	1.34	P	P	P							
09N27	0	0.58	0.58	P	P	P							
09N27A	0	0.26	0.26	P	P	P							
Any other roads used by Contractor									P				

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

* Specification 812, 831, 832, and 834 are also included on all roads, as applicable, incidental to blading and surface cleaning

Maximum 20 cubic yards slide and slump repair

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: $ **$.05** 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-F.3.5# - ROAD AND WATER SUPPLY USE *(05/2008)*

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

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

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

See Table A.

Table A - K-F.3.5# – ROAD AND WATER SUPPLY USE. (5/2008)

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

Load Limitations	Contractor shall notify Forest Service in writing of the planned size and load distribution for equipment which exceeds the State of California Vehicle Code legal size and weight, and the National Forest System roads to be used. Such notice may be part of plan of operation under G.3.1.1. Within I5 days after receipt of the written notice Forest Service shall notify Contractor in writing of any regulations or restrictions that may be needed to protect National Forest Transportation Facilities. A written permit shall be required for moving any vehicle which is in excess of the established legal size and weight which is not listed in the above plan, except as may be authorized in prior written agreements.
Existing Non-National Forest System Roads	Roads not shown on Contract Area Map may be used as Temporary Roads if there is agreement before use is started.
Snow Removal	If Contractor removes snow from roads, such work shall be done with Forest Service approval and in a manner that will protect roads and adjacent resources. Snow berms shall be removed or placed to avoid accumulation of melt water on the road and prevent water concentration on erosive slopes or soils. Snow must not be removed to the road surface. A minimum 6 inch snow depth must be left to protect the roadway. If the road surface is damaged, Contractor shall replace lost surface material and repair structures damaged in blading operations prior to hauling, unless climatic conditions prevent necessary work from being accomplished or as otherwise agreed in writing. Single lane roads shall be plowed full width including turnouts. In event double lane roads are not plowed to full width, warning signs shall be required and plowing shall be no less than single lane (12 feet) with intervisible turnouts.
Water Supply Deposits	N/A
Surface Replacement Deposits	Contractor shall make Required Deposits for deferred surface replacement (16 U.S.C. 537) for use of existing surfaced roads. If applicable, such deposits shall be based upon the volume and distance hauled on the roads and at the applicable rates listed in the table below titled Surface Replacement Deposit Schedule. If Contractor uses surfaced roads under jurisdiction of Forest Service other than those listed, Forest Service may establish applicable rates for such surfaced roads.

SURFACE REPLACEMENT DEPOSIT SCHEDULE

Road No.	From	To	Miles	Rate/Ton/Mile
10N83	0	1.3	1.3	0.086

Contract Area Average Rate: $0.11 /Ton

K-G.2.2# - PROTECTION OF IMPROVEMENTS *(05/2008)*

Contractor shall notify Forest Service at least 15 days prior to any operations in the vicinity of improvements identified on Contract Area Map. Contractor shall protect such improvements from damage and shall be responsible for their timely restoration if damaged by Contractor's Operations. If relocation or removal of said improvements is necessary to avoid foreseeable damage by Contractor's Operations, work and cost shall be borne by the party listed in the table below. If Contractor is required to move or relocate the improvements, they shall move or relocate the improvements listed in the following table to locations and in a manner as specified in drawings or in specifications attached hereto. Improvements shall be returned to their original locations following Contractor's Operations.

See table below for improvements to be protected.

See Table A.

Table A - K-G.2.2# - Protection of Improvements (05/2008)

SPECIFICATIONS PURSUANT TO K-G.2.2# – PROTECTION OF IMPROVEMENTS.

Improvement	Owner's or Permittee's Name	Timing	Specifications	Work and Cost of Removal or Relocation Borne by
Gates, signs and property boundary signs.	Forest Service	15 Days	Repair or replace to its original condition	Contractor

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: **CA-1 No operations permitted within zones flagged in pink and/or pink and black checkered flagging, site boundaries posted with "Tractor Prohibited" signs or a combination thereof, unless otherwise agreed. Any trees marked with blue or green paint within flagged boundaries are not designated for cutting.**
Wildlife and Botanical Protection Measures: **CA-2 No operations permitted within zones flagged in pink and green flagging.**

CA-3 Invasive Species - No operations, parking, or staging, is permitted within zones flagged in orange flagging having "Noxious Weed" printed on the orange flagging.
Cave Resource Protection Measures: **N/A**

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

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

See Table A.

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

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

Subdivision/ Area/Unit	Conditions of Operation	Purpose
Portions of Units 147, 234 and 248 (See Contract Area Map for locations)	Off-road ground disturbing activities are prohibited during the period March 1 –August 15, inclusive, each year unless otherwise agreed. Harvest and stewardship work activities are prohibited. Road use, reconstruction and maintenance shall be permitted.	To protect spotted owl.
All of Unit 301 and portions of Units 188,197, 207, 234 and 302 (See Contract Area Map for locations)	Off-road ground disturbing activities are prohibited during the period February 15 – Sepember 15, inclusive, each year unless otherwise agreed. Harvest and stewardship work activities are prohibited. Road use, reconstruction and maintenance shall be permitted.	To protect goshawk.
Entire Project Area	Contractor shall give Forest Service 10 calendar days notice annually prior to drafting water from any water source. Screen covered drafting boxes or other devices approved by Forest Service are required for waterholes.	To survey water sources for aquatic species.
All Protected Streamcourse Buffers	No endlining permitted.	To protect streamcourses.
Protected Areas shown on Contract Area Map	No tree removal or comercial harvest activities permitted.	To protect wildlife habitat.

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 $ **2,928** for each **Rust Resistant Sugar Pine** reserve tree and $ **500** for each **Superior** 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.3.3.1 - LOG TRUCKING *(02/2005)*

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

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

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

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

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

See Table A.

Table A - K-G.4.1# - Felling, Bucking and Limbing. (8/2007)

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

Treatment Method	Felling, Bucking and Limbing Specifications
Limbing	Outside of construction clearings, Clearcutting Units and regeneration units, unless otherwise provided by G.4.1.4, Contractor shall, prior to skidding/yarding operations, cut exposed limbs from products which are to be skidded/yarded. Such limbing of stems shall be done to a top diameter of approximately N/A inches, at which point the top shall be cut from the remainder of the stem.
No Lop "No Lop"	N/A
Whole Tree Yarding "Whole"	Notwithstanding the requirements above, within units or subdivisions designated "Whole" on Contract Area Map, trees smaller than 24 inches DBH shall be skidded/yarded to agreed landing locations prior to limbing, bucking, and lopping. Trees larger than or equal to 24 inches DBH shall be bucked into two or more pieces with the butt portion being no longer than 41 feet prior to skidding/yarding. The butt log shall be limbed prior to skidding/yarding.
Directional Felling	Within areas designated DF on Contract Area Map, Included Timber shall be directionally felled away from private land, property lines, protected streamcourses, controlled areas, gates, waterholes, leave islands, reserve trees, OHV trails, bridge and land survey monuments with the use of specialized equipment. Such directional felling shall not be required when in the faller's judgment it is unsafe to do so, and shall be left standing.
Treatment of Stumps	Within areas shown on Contract Area Map, Contractor shall treat stumps of all live white fir trees equal to or greater than 14 inches stump diameter, (measured inside bark) unless otherwise agreed in writing. Treatment shall be with a borate compound registered by EPA in the State of California for prevention of annosus root disease. Treatment shall consist of removal of sawdust and other loose debris from the cut surface of the stump and application of a thin layer of the borate compound uniformly over the entire cut surface, including exposed wood surfaces on the stump sides, at the rate specified on the product label. Any surface irregularities on the stump preventing application of a uniform layer of borate compound shall be cut level prior to treatment. Unless waived in writing, Contractor shall also apply an approved colorant mixed with the borax to insure complete coverage. Treatment should be done as soon as possible but shall be completed no later than 24 hours after felling, otherwise stumps shall be re-cut and treated. Contractor shall not apply borate compound during heavy rain fall or when such precipitation rate is predicted within 24 hours of application to cause borate compound to be flushed off the stump and become ineffective, in that case treatment shall be reapplied. Application shall be completed within 24 hours of the precipitation having ceased. Borate compound also shall not be applied to stumps located within100 feet of live streamcourses and meadows/wetlands shown on Contract Area Map and/or 50 feet of sensitive plant location boundaries as flagged on the ground.

<table>
<tr><td></td><td>Contractor shall provide the borate compound and colorant and apply it in compliance with the State of California laws and regulations pertaining to pesticides and pest control operations. Borate compound storage shall be located such that any spillage will not contaminate water. All spills shall be promptly cleaned up and spilled material disposed of according to the product label. All spills accuring in water or over 5 pounds shall be reported to Forest Service within 24 hours.

Contractor shall submit at the end of each month a "Monthly Summary of Pesticide Use Reports" to the appropriate County Agricultural Commissioner with a copy to the District Ranger.</td></tr>
<tr><td>Maximum Log Length</td><td>N/A</td></tr>
<tr><td>Minimum Stump Height</td><td>
<table>
<tr><th>Unit/Subdivision</th><th>Minimum Stump Height (inches)</th><th>Purpose or Reason</th></tr>
<tr><td>All Units</td><td>Sawtimber shall have a minimum of 3 inch stump height .</td><td>To retain stump marks in sawtimber trees designated for cutting .</td></tr>
<tr><td></td><td></td><td></td></tr>
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K-G.4.2# - GROUND BASED SKIDDING *(12/2006)*

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

See Table A.

Table A - K-G.4.2# - Ground Based Skidding. (12/2006)

Map Symbol	Requirements
TRAC	Skid road pattern shall be agreed in advance of felling and main skid roads shall be flagged on the ground in advance of felling. Contractor shall stage-log by felling and skidding Included Timber in two or more separate operations when necessary to prevent undue damage to the resources or residual stand. Needed tractor trails shall be constructed in advance of skidding. Products shall be end-lined as needed to protect resources or residual timber from unnecessary damage. The number of chokers shall be limited as necessary to avoid unnecessary damage to resources or residual timber. By agreement, tractors may be used to separate products to prevent stain.
SUSP	Products shall be skidded with leading end clear of ground.
SPACE	Skid roads will average 100 feet from center to center, except where converging.
ENDL	Endlining shall not be required for distances in excess of 60 feet uphill, and 120 feet downhill.
MAX	Tractors used for skidding outside Clearcutting Units, regeneration units or other authorized clearings, shall be of the type (rubber-tired or track-laying) shown on the Contract Area Map and shall not exceed the overall width designated on Contract Area Map.
MH	Contractor shall cut Included Timber and move it to designated skid trails using equipment with a boom having an operating radius of at least 20 feet for bunching trees, capable of severing, lowering and placing trees up to 24 inches diameter at stump height on the ground prior to skidding. Such equipment must be capable of operating on slopes up to 35 %. Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources from unnecessary damage. Trees which exceed capability of specified equipment may be felled, bucked and skidded in a manner consistent with requirements of G.4.1. Felling and Bucking, K-G.4.1# - Felling, Bucking, and Limbing Requirements and the above "TRAC", "SUSP", "SPACE", "ENDL", and "MAX" requirements.
CTL	Included Timber shall be felled, limbed and bucked by a self-propelled mechanical harvester capable of producing finished sawlogs or chippable boles. Limbs of Included Timber shall be placed evenly in the machinery skid trail prior to product removal. The harvester shall be an all-wheel drive machine with at least 3 axles and a processing head mounted on a boom having a minimum-operating radius of 20 feet. Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources or residual timber from unnecessary damage. All Products shall be removed by an all-wheel drive forwarder with at least 3 axles capable of self-loading and unloading. The forwarder shall carry all products free of the ground during removal. The loading crane shall have a minimum-operating radius of 15 feet. Log landings and transfer points shall be agreed in advance of harvesting. Included Timber exceeding the harvester's capability may be felled by conventional chainsaw methods, forwarded to nearest skid trail and processed into a finished Product with harvester or chainsaw, consistent with the requirements G.6.1 - Meadow Protection,

	G.4.1 - Felling and Bucking, K-G.4.1# - Felling, Bucking, and Limbing and the above "TRAC", "SUSP", "SPACE", "ENDL", and "MAX" requirements.
PB	Contractor shall cut Included Timber and move trees to pre-approved skyline corridors to facilitate skyline yarding using equipment with a boom having an operating radius of at least N/A feet for bunching trees, capable of severing, lowering and placing trees up to N/A inches diameter at stump height on the ground prior to yarding. Such equipment must be capable of operating on slopes up to N/A %. Bundles shall not exceed yarder capablity or cause unnecessary damage to residual stand. Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources from unnecessary damage. Such trees shall be felled away from the corridor in a manner that minimizes residual stand damage during yarding. Included Timber exceeding the feller's capability may be felled by conventional chainsaw methods
HCTL	Included Timber shall be felled, limbed and bucked by a self-propelled mechanical harvester capable of producing finished sawlogs or chippable boles. Such equipment must be capable of operating on slopes up to NA %. The harvester shall be an all-wheel drive machine with at least 3 axles, or track mounted, and a processing head mounted on a boom having a minimum-operating radius of 20 feet. Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources or residual timber from unnecessary damage. Included Timber exceeding the harvester's capability may be felled by conventional chainsaw methods

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

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

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

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

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

Erosion prevention and control work, including Streamcourse protection, required by K-G.5 and G.6 shall be completed within 15 calendar days after skidding operations related to each landing are substantially completed or after Forest Service designation on the ground of work where such designation is required hereunder. Said time limit shall be exclusive of full days lost in Contractor's Operations due to causes beyond Contractor's control. Such on the ground designation shall be done as promptly as feasible unless it is agreed that the location of such work can be established without marking on the ground. After September 15 and as long thereafter as operations continue the work shall be done as promptly as practicable. Damage resulting from Contractor's Operations due to failure to perform required work shall be repaired by Contractor.

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

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

See Table A.

Table A - K-G.6# – Erosion Prevention and Control. (5/2008)

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

Vegetative Soil Stabilization N/A

Special Erosion Prevention Measures Contractor shall give adequate treatment by spreading slash or wood chips or by agreement giving other treatment to portion of tractor roads, skid trails, landings, cable yarding corridors, tractor-end lined corridors and Temporary Road fills where necessary to supplement other erosion prevention measures required elsewhere in this contract. In no event shall Purchaser be required to treat more acres than that shown in the legend of Contract Area Map. The specific locations to be treated shall be designated on the ground by Forest Service. These special erosion prevention measures are to be done within the same date and time periods as stated above.

Soil Scarification. In addition to meeting the requirements of G.6.3 and G.6.4, Contractor shall scarify the following areas; unless otherwise agreed:

(a) Traveled Way of National Forest System roads used by Contractor and listed in the legend of Contract Area Map.

(b) Roadbeds of any Temporary Roads used for log hauling by Contractor.

(c) Landings or portions thereof located outside Roadbed limits of National Forest System roads not designated for scarification.

Scarification shall be to a depth of 6 inches, with intervals between striations not to exceed l2 inches, unless otherwise agreed.

Backblading N/A

Tillage N/A

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

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

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

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

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

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

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

See the slash treatment specification table below.

See Table A.

Table A - K-G.7# - Slash Treatment. (12/2006)

SPECIFICATIONS PURSUANT TO K-G.7# - SLASH TREATMENT *(12/2006)*

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

Slash Treatment Methods

Symbol	Method	Definition
Buck-L	"Bucking Large Logging Slash"	Tops and limbs over 4 inches diameter outside bark (d.o.b.), not to be otherwise treated, shall be bucked into lengths not to exceed 6 feet, unless agreed otherwise.
Buck-P	"Bucking and Piling"	Logging Slash smaller than <NA> inches and larger than 4 inches in large end d.o.b. shall be bucked into lengths not to exceed <N/A> feet and left in place. Logging Slash 4 inches and smaller in large end d.o.b. shall be hand Piled within Required Disposal Strip for Forest Service disposal.
Bury	"Burying"	Logging Slash shall be buried where agreed in borrow areas, pits, trenches, or other locations reasonably near the area of origin. Logging Slash shall be matted down in layers and shall be covered with at least 2 feet of rock and soil so that the final surface is sloped to drain and relatively smooth.
Chip	"Chipping"	Chippable Logging Slash up to 4 inches in large end d.o.b. shall be processed through a chipping machine. Chips shall be scattered to a loose depth not exceeding 6 inches.
Deck	"Decking" large material	Logging Slash 10 inches or larger in large end d.o.b. and 10 feet or more in length shall be Decked for disposal by Forest Service by piling pieces parallel to each other.
Mach	"Machine Piling"	Concentrations of Logging Slash, excluding scattered individual pieces, shall be Machine Piled by tractor equipped with brush rake for disposal by Forest Service.
Pile	"Piling" small material	Logging Slash smaller than 12 inches in large end d.o.b. and N/A feet long shall be hand Piled for disposal by Forest Service.
Remove	"Removing"	Logging Slash shall be moved or hauled to locations shown on Contract Area Map and designated on the ground where it shall be piled for disposal by Forest Service.
Scat 18" Scat 30"	"Scattering"	Logging Slash shall be scattered to reduce slash concentrations with slash being generally left within 18 or 30 inches of the ground as shown on Contract Area Map. Logging Slash shall be scattered into openings away from and without unnecessary damage to residual trees. All scattered logs shall be limbed, placed away from trees and positioned

so they will not roll. When Scattering is specified, another method may be used by agreement.

Stack "Stacking" small material

Logging Slash N/A inches or smaller in large end d.o.b. and N/A feet or more in length shall be stacked for disposal by Forest Service by piling pieces parallel to each other.

View "Visible Slash Treatment"

Designated on Contract Area Map with boundaries posted on the ground are N/A with distance limitations for visible slash treatment. Within such units and the area of visible Logging Slash adjacent thereto, Logging Slash shall be treated by Contractor. Primary treatment shall be by Removing, Burying, Chipping, Piling, Machine Piling, or a combination of these means unless a method is specified or prohibited on Contract Area Map. Logging Slash not readily treated by the selected or specified method shall be removed to designated areas or treated as agreed.

YUMD "Yarding Unutilized Material-Decking"

All unutilized material developed by Contractor's Operations shall be treated by the d.o.b. and length specifications as shown in the unit specification table. All unutilized material shall be Yarded to landings and Decked. Where this is impractical, or other reasons, other locations shall be agreed upon.

Unit	Large End d.o.b. (in)	Length (feet)
N/A		

YUME "Yarding Unutilized Material-Exterior Boundary"

All unutilized material developed by Contractor's Operations shall be treated by the d.o.b. and length specifications as shown in the unit specification table. All unutilized material shall be yarded to locations a minimum of 50 feet slope distance within the exterior boundaries of such units and positioned so the yarded material will not roll.

Unit	Large End d.o.b. (in)	Length (feet)
N/A		

YUML "Yarding Unutilized Material-Landing"

All unutilized material developed by Contractor's Operations shall be treated by the d.o.b. and length specifications as shown in the unit specification table. All unutilized shall be yarded to locations within 100 feet slope distance of landing. Where this is impractical, or other reasons, other locations shall be agreed upon.

Unit	**Large End d.o.b. (in)**	**Length (feet)**
N/A		

YUMR "Yarding Unutilized Material-Removal"

All unutilized material developed by Contractor's Operations shall be treated by the d.o.b. and length specifications as shown in the unit specification table. All unutilized shall be removed to locations shown on Contract Area Map and designated on the ground, or other agreed locations, and Decked.

Unit	Large End d.o.b. (in)	Length (feet)
N/A		

Cover "Covering Piles"

All piles shall be covered with a durable waterproof covering as approved by Forest Service. The material shall be at least six feet in width. Piles shall not be less than fifty percent covered, with the covering extending not less than half way down all sides. Pieces of burnable material shall be placed on top of the durable waterproof covering to keep the covering from blowing off the pile.

Fell "Damaged Small Trees"

Unless treated under other provisions, all trees smaller than the minimum d.b.h. in A.2, over 5 feet in height, and damaged beyond recovery by Contractor's Operations shall be felled. Such trees shall be limbed to a stem diameter outside bark of approximately 3 inches, at which point the top shall be cut from the remainder of the stem, and shall be bucked into lengths not exceeding 20 feet.

Fire-L "Firelines"

Shown on Contract Area Map and to be flagged on ground after logging by Forest Service are firelines to be constructed by Contractor unless otherwise agreed in writing. Contractor shall construct not more than N/A chains of fireline by hand and not more than N/A chains of fireline by tractor.

Firelines constructed by hand shall be cleared of all vegetative debris larger than one inch in d.o.b. and three feet long. The width of firelines shall be at least N/A feet, except across the top of cutting units where the width shall be at least N/A feet. At least N/A feet shall be scraped to mineral soil. In areas where there is potential for burning material to roll, the fireline shall be constructed in a trenched manner on the downhill side.

Tractor lines shall be cleared of all vegetative debris, larger than one inch in diameter and three feet long, to a width of at least 8 feet, with at least 3 feet to mineral soil. No slash, brush, or other vegetative debris shall be buried in or under berms created in the construction of firelines. All limbs overhanging into the fireline, shall be removed to a minimum height of 8 feet.

Firelines shall be completed on each unit in accordance with G.3.1.1 unless otherwise agreed in writing.

In subdivisions N/A and shown on Contractor Area Map, Logging Slash shall be scattered within N/A feet slope distance of the inside edge of firelines.

Fuel-B "Fuelbreaks"

Shown on Contract Area Map, with boundaries designated on the ground, are "Fuelbreaks" of varying width. Within such

Fuelbreaks all Logging slash and Construction slash shall be treated by Contractor. Primary treatment shall be by Removing, Burying, Chipping, Piling, Machine Piling, or a combination of these methods unless a method is specified or prohibited on Contract Area Map. Slash larger than treatment size requirements of selected or specified methods shall be scattered outside Fuelbreak, or treated as agreed.

PILING SPECIFICATIONS. All piles shall be reasonably compact and free of soil to facilitate burning and shall be constructed of such size and at such distance from trees so that burning shall not result in unnecessary damage to residual timber. Such Logging Slash shall be bucked into lengths not exceeding ten feet prior to piling. Maximum width of tractor, with brush rake attached, shall not exceed 138 inches. Machine Piling is not required on areas where use of tractors would cause undue damage to residual timber or where slopes exceed 35 percent. Piles shall be located a distance of at least twice their height in feet from the outer edge of tree crowns or snags. Piles shall be no less than four feet in height or greater than 15 feet in height. Material extending three feet or more outside the edge of a pile shall be trimmed. An eight foot fuelbreak shall be cleared of all but fine material around each Machine Pile and an 18 inch wide fireline shall be cleared to mineral soil around the outer ring of the fuelbreak. For hand piles, Contractor shall construct a fireline cleared to mineral soil and at least 3 feet wide around each pile. In areas where there is a potential for burning material to roll, firelines, including those for Machine Piles, shall be trenched on the downhill side of each pile to adequately prevent material from crossing firelines. Trenches shall be constructed by hand unless otherwise agreed.

UNIT AND SUBDIVISION SLASH TREATMENT SPECIFICATIONS.

	SLASH TREATMENT	
Subdivision or Unit No.	**Specified Method**	**Prohibited Method**
See Contract Area Map		

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

		SLASH TREATMENT	
	Subdivision or Unit No.	Specified Method	Maximum Height of Decks
Landings			
Unutilized Logs	All Units	DECK	10 feet
Other landing slash and debris	All Units	MACH	N/A
Disposal Sites			
Unutilized Logs	All Units	DECK	10 feet
Other landing slash and debris	All Units	MACH	N/A

TREATMENT ALONG PERMANENT ROADS Permanent roads that require roadside slash treatment are listed in the attached table and shown on Contract Area Map. All Logging and Construction Slash within Required Disposal Strips shall be treated by Contractor. "Required Disposal Strips" are those areas adjacent to permanent roads

where slash treatment is required for resource objectives. The width of Required Disposal Strips is shown in the attached table and is measured in slope distance from Roadbed edges of permanent roads. By agreement, in Clearcutting Units and regeneration units slash from Required Disposal Strips may be treated with other Logging Slash. By agreement the location of Required Disposal Strips may be adjusted from side to side without materially changing the total work required.

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

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

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

TREATMENT ALONG TEMPORARY ROADS. Outside of Clearcutting Units or regeneration units, all trees felled or pushed over and trees damaged beyond recovery by Temporary Road construction shall be felled, limbed to a stem d.o.b. of approximately 3 inches, at which point the top shall be cut from the remainder of the stem, and stem shall be bucked into lengths not exceeding 20 feet. Such slash shall be Scattered free of soil to reduce concentrations unless treatment is required by another specified method.

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

Subdivision, Payment Units, Roads and or Road Segments	**Additional Slash Treatment Requirements**
N/A	Yard all stem material to a top d.o.b. of 1 inch, from timber designated for cutting, with the following exception: broken portions of logs and tops less than 4 feet in length need not be yarded. Broken ends of merchantable logs shall not be bucked off in the units. Slash and Substandard Material accumulated at the landings shall be Decked or Machined Piled, in accordance with specifications above. Material accumulated at landings shall be considered as Timber Subject to Agreement under K-C.1.1#, described as Substandard Material and may be removed and paid for at Contractor's option.

K-G.8.4.9 - PRODUCT ACCOUNTABILITY *(02/2005)*

Unscaled products from Included Timber shall not be hauled or presented for scaling on Sundays, Holidays, or after normal scaling hours at the designated scaling location without the written approval of the Contracting Officer.

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

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

Stewardship Projects

K-G.9# – STEWARDSHIP PROJECTS. (9/04) Performance of stewardship projects shall be in accordance with the following specifications.

1. **SPECIFICATIONS:** The Raintree 1 Forest Health Stewardship Project includes small tree thinning/removal. The table below identifies the specification applicable to each unit.

RAINTREE 1 FOREST HEALTH STEWARDSHIP PROJECT SPECIFICATION TABLE

Unit	Acres*	Logging System MH**	Project #1 Mandatory Small Tree Thinning & Removal*
2	26	MH	0
142	44	MH	44
145	60	MH	60
146	32	MH	32
147	47	MH	47
152	30	MH	30
153	25	MH	25
178	31	MH	0
179	19	MH	0
181	16	MH	0
182	14	MH	0
183	26	MH	0
187	31	MH	31
188	25	MH	25
189	11	MH	11
190	51	MH	51
191	42	MH	42
193	11	MH	11
197	39	MH	39
198	24	MH	24
199	21	MH	21
200	13	MH	13
201	8	MH	8
204	7	MH	7
207	25	MH	25
221	55	MH	55
223	13	MH	13
224	26	MH	26
225	18	MH	18
226	23	MH	23
227	67	MH	67
228	105	MH	105
233	22	MH	22
234	127	MH	127
235	24	MH	24
236	68	MH	68
237	88	MH	88
238	26	MH	26
239	35	MH	35
241	65	MH	65
242	12	MH	12
243	92	MH	92
244	21	MH	21
247	91	MH	91
248	73	MH	73

Unit	Acres*	Logging System MH**	Project #1 Mandatory Small Tree Thinning & Removal*
253	6	MH	6
254	28	MH	28
255	22	MH	22
301	33	MH	33
302	97	MH	97
303	10	MH	10
637	8	MH	8
800	24	MH	24
Totals	1,957		1,825

***acres have been adjusted to delete streamcourse buffer strips, low site and steep ground ≥ 35% slope based on GIS mapping.**
****MH: Mechanized Harvesting (K-G.4.2#, K-G.4.1.7#)**

Only one Option below will be selected by the Forest Service at contract award

OPTION A: Project # 1 - SMALL TREE THINNING AND REMOVAL ***(refer to Specification table above and A.4.3.)***

1. Unless otherwise agreed, in all units designated for project #1, the contractor shall cut all conifer trees greater than or equal to **5" stump diameter** and less than or equal to 12" stump diameter not selected as leave trees. Unless otherwise agreed, Small Tree Thinning requirements shall be done concurrently with the logging activities. Unless otherwise agreed, no small tree thinning shall occur within streamcourse buffer strips, within 100 feet of 9N30, or leave islands shown on Contract Area Map.

2. Unless otherwise agreed, in all units designated for Project #1, all non-sawlog bole material greater than or equal to 10 feet in length from all conifer trees required to be cut shall be removed to landings or agreed upon disposal sites within the units and machine piled or decked in accordance with K-G.7# - Slash Treatment.

3. Contractor shall select leave trees less than or equal to 12" stump diameter using the following specifications:

    a. Contractor shall select leave trees less than or equal to 12" stump diameter to retain a 20-25 feet spacing between leave trees, taking into account all merchantable leave trees (trees with stump diameter greater than or equal to 12 inches without blue paint). Hardwood trees are to be ignored in terms of determining conifer tree spacing. For selection of leave trees refer to the table included in this section.

    b. No Pacific Yews, Black Oaks, Dogwoods, Elderberries, and California Nutmegs shall be cut unless cutting is necessary for equipment accessibility.

    c. All stump heights, including trees and brush shall be 3 inches or less on the up-hill side.

    d. Species in order of preference when choosing leave trees are ponderosa pine, sugar pine, Douglas fir, white fir, and incense cedar.

4. Forest Service, or Contractor by agreement, shall identify small groups (1/8 acre or less) of conifer saplings to be left uncut to meet wildlife cover objectives. Approximately 1 group per 10 acres shall be identified to be left uncut.

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

OPTION B: Project # 1 - SMALL TREE THINNING AND REMOVAL ***(refer to Specification table above and A.4.3.)***

1. Unless otherwise agreed, in all units designated for project #1, the contractor shall cut all conifer trees greater than or equal to **3" stump diameter** and less than or equal to 12" stump diameter not selected as leave trees. Unless otherwise agreed, Small Tree Thinning requirements shall be done concurrently with the logging activities. Unless otherwise agreed, no small tree thinning shall occur within streamcourse buffer strips, within 100 feet of 9N30, or leave islands shown on Contract Area Map.

2. Unless otherwise agreed, in all units designated for project #1, all non-sawlog bole material greater than or equal to **6" large end diameter** and 10 feet in length from all conifer trees required to be cut shall be removed to landings or agreed upon disposal sites within the units and machine piled or decked in accordance with K-G.7# - Slash Treatment.

   In addition, at least 50 percent of all non-sawlog bole material greater than or equal to 3" and less than 6" large end diameter, and greater than or equal to 10 feet in length, from all conifer trees required to be cut shall be removed to landings or agreed upon disposal sites within units and machine piled or decked in accordance with K-G.7# - Slash Treatment.

3. Contractor shall select leave trees less than or equal to 12" stump diameter using the following specifications:

   a. Contractor shall select leave trees less than or equal to 12" stump diameter to retain a 20-25 feet spacing between leave trees, taking into account all merchantable leave trees (trees with stump diameter greater than or equal to 12 inches without blue paint). Hardwood trees are to be ignored in terms of determining conifer tree spacing. For selection of leave trees refer to the table included in this section.

   b. No Pacific Yews, Black Oaks, Dogwoods, Elderberries, and California Nutmegs shall be cut unless cutting is necessary for equipment accessibility.

   c. All stump heights, including trees and brush shall be 3 inches or less on the up-hill side.

   d. Species in order of preference when choosing leave trees are ponderosa pine, sugar pine, Douglas fir, white fir, and incense cedar.

4. Forest Service, or Contractor by agreement, shall identify small groups (1/8 acre or less) of conifer saplings to be left uncut to meet wildlife cover objectives. Approximately 1 group per 10 acres shall be identified to be left uncut.

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

II. INSPECTION AND ACCEPTANCE

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

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

Measurement for Stewardship Credit. Acreage was measured on a horizontal plane using a Global Positioning System. Unless otherwise indicated by this contract, the contractor may request remeasurement of any quantities. The request must be made in writing and must be made within 10 calendar days of completing work on the unit in question. If remeasurement indicates a variance of five percent or less from the stated quantity, the Forest Service may deduct Stewardship Credits to the Contractor equal to the cost of this remeasurement. If remeasurement indicates a variance of more than five percent from the stated quantity, Stewardship Credits will be based on the remeasured quantity, and the Contractor will not be liable for the costs of remeasurement. All remeasurements will be done by the Forest Service.

The Forest Service may remeasure quantities of completed stewardship project work at its discretion. Forest Service will bear all costs for discretionary remeasurement. Remeasured quantities will be the basis for awarding Stewardship Credits.

Remeasurement of acreage will be done using a Global Positioning System.

K-H.2# - SPECIFIED FIRE PRECAUTIONS *(10/2010)*

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

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

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

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

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

All Terrain Tank Truck or Equivalent: An all terrain fire vehicle or trailer that is capable of traversing same terrain as the Hot Saw Technology or masticator and meets all Item L - Tank Truck specifications. A towed sled is not equivalent.

Approved Motorized Carriage: A cable yarding system employing a motorized carriage with two fire extinguishers, with a minimum rating of 5 BC, mounted on opposite sides of the carriage, with an emergency motor shut-off, and an approved exhaust system.

Cable Yarding Systems: A yarding system that takes logs from the stump area to a landing using an overhead system of winch-driven cables to which logs are attached with chokers or grapples.

Compressed Air Foam System (CAFS): A fire suppression system where compressed air is added to water and a foaming agent (See K-H.2# Item M. for requirements).

Fire Patrolperson: A named individual that is required to patrol the operating areas of the contract area and report any fire starts (See Item E. for requirements).

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

Immediate Vicinity: Contractor's required fire suppression equipment is capable of containing a 20 by 20-foot fire within five minutes of detection.

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

Shutdown Threshold: Unless a Variance is provided, specific equipment or activities are suspended from operating past this point.

Variance: A Forest Service approved action that may provide the Contractor with an opportunity to continue to operate when conditions reach "Shutdown Threshold" on a PAL Ev afternoon.

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

See the following table.

Table A - K-H.2# - Specified Fire Precautions. (10/2010)

Specific Equipment Requirements and Fire Precautionary Measures Table – K-H.2# Table

Version 10/2010

A. Fire Tools and Equipment	Contractor shall meet applicable parts of Section 4428 of the California Public Resources Code (CPRC). Unless agreed otherwise, Fire tools kept at each Active Landing shall be sufficient to equip all employees in the felling, yarding, loading, chipping, and material processing operations associated with each landing. Fire equipment shall include two tractor headlights for each tractor dozer used in Contractor's Operations. Tractor headlights shall be attachable to each tractor and served by an adequate power source. Fire tools shall be kept in a sealed weather proof fire tool box adjacent to the Active Landing and readily accessible in event of fire. The tool box shall be painted red and have "Fire Tools" written on the box in 3-4 inch letters. Where cable yarding is used, Contractor shall provide a size 0 or larger shovel with an overall length of not less than 46 inches and a serviceable 5 gallon packpack pump filled with water or a fire extinguisher bearing a label showing at least a 4-A rating must be within 25 feet of each tail and corner block. Trucks, tractors/skidders, pickups and other similar mobile equipment shall be equipped with and carry at all times a size 0 or larger shovel with an overall length of not less than 46 inches and a 2-1/2 pound axe or larger with an overall length of not less than 28 inches. The fire patrol vehicle shall be equipped to fight fire with the following: 1) a serviceable 5 gallon packpack pump filled with water, 2) a shovel or McLeod fire tool, 3)either a double bit ax or serviceable chainsaw with a minimum 20-inch bar, and 4) serviceable communications equipment (K-H.2# Item O). All required fire tools shall be maintained in suitable and serviceable condition for fire fighting purposes.
B. Fire Extinguishers	Contractor shall equip each internal combustion yarder, fuel truck, and loader with a (4-A:60-B:C) fire extinguisher for oil and grease fires. Log trucks, pickups and other similar mobile equipment, including skidders and tractors, shall be equipped with a minimum 5-BC fire extinguisher. Fire extinguishers shall be mounted, readily accessible, properly maintained and fully charged. Contractor shall equip all mechanized harvesting machines and log processors with hydraulic systems, powered by an internal combustion engine (e.g. masticator, chipper, feller/buncher, harvester, forwarder, Hot Saw, stroke delimber, etc), with at least two 4-A:60-B:C fire extinguishers or equivalent. **(K-H.2# Item M)**
C. Spark Arresters and Mufflers	Except for tractors and other equipment with exhaust-operated turbochargers, Contractor shall equip each operating tractor and any other internal combustion engine with an approved spark arrester. There shall be no exhaust bypass on any system. Spark Arresters shall be a model tested and approved under Forest Service Standard 5100-1a as shown in the National Wildfire Coordinating Group Spark Arrester Guide, Volumes 1 and 2, and shall be properly mounted and maintained according to manufacturer's specifications. Every motor vehicle subject to registration shall at all times be equipped with an adequate exhaust system meeting the requirements of the California Vehicle Code.
D. Power Saws	Each power saw shall be equipped with a spark arrester approved and maintained in effective working order as identified in the Spark Arrestor Guide in C above and according to applicable parts of CPRC Section 4442 or 4443. An Underwriters Labortories (UL) approved fire extinguisher containing a minimum 14 ounces of fire retardant shall be kept with each

	operating saw, unless provided otherwise in CPRC Section 4431. A size 0 or larger shovel with an overall length of not less than 38 inches shall be kept with each gas can, but not more than 300 feet from each power saw when used off cleared landing areas.
E. Fire Supervisor & Fire Patrolperson	Contractor shall designate in the fire plan required by H.1 and furnish on Contract Area during operating hours a fire supervisor, named in writing and authorized to act on behalf of Contractor in fire prevention and suppression matters. Unless agreed otherwise, Contractor shall furnish and designate in writing, a Fire Patrolperson each operating day when Project Activity Level B or higher is in effect. When on duty, the Fire Patrolperson is required to patrol the operation for the prevention and detection of fires, to take suppression action where necessary, to document the areas covered during the patrol with approximate times of the coverage in each area, and to notify the Forest Service as required under Items K. Reporting Fires and N. Communications. By written agreement, one Fire Patrolperson may provide patrol on this and adjacent projects or sales. No Fire Patrolperson shall be required on Specified Road construction jobs except during clearing operations unless otherwise specified. On operations utilizing mechanized harvesters with High Speed Rotary Saws (Hot saws) or Masticators, the patrol will conduct inspections using an approach capable of detecting small smoldering fires. The patrol must cover, on foot, the area worked that day. The patrol's vehicle shall be parked within or as closely as possible to the area being patrolled. The patrol shall carry a round point shovel with an overall length of at least 46 inches during the patrol.
F. Seasonal Permits	Contractor shall obtain written permits from Forest Service before allowing attended warming fires, burning, or blasting, subject to K-H.2.2# – Emergency Precautions. In addition, Contractor shall obtain necessary Explosives Permits as required by California Health and Safety Code, Section 12101.
G. Blasting	Contractor shall use electric caps only unless otherwise agreed in writing. When blasting is necessary in slash areas, a watchperson equipped with a size 0 or larger shovel with an overall length of not less than 46 inches and a filled backpack can (4 or 5 gallon) with hand pump shall remain in the immediate area for an hour after blasting has been completed.

<table>
<tr><td>H. Clearing of Fuels</td><td>Contractor shall clear away, and keep clear, fuels and logging debris as follows:

<table>
<tr><td>Welding equipment and stationary log loaders, yarders and other equipment listed in California State Law:</td><td>10 feet slope radius</td></tr>
<tr><td>Tail or corner haulback blocks:</td><td>During the period when burning permits are required, all tail and side blocks on a cable setting shall be located in the the center of an area that is either cleared to mineral soil or covered with a fireproof blanket that is at least 15 feet in diameter.</td></tr>
<tr><td>Lines near, between or above blocks:</td><td>Sufficient clearing to prevent line from rubbing on snags, down logs and other dead woody material.</td></tr>
<tr><td>Skidders, Harvesters, Chippers, Masticators and other similar equipment:</td><td>Remove concentrations of wood dust and debris from such equipment daily.</td></tr>
<tr><td>Mechanized harvesters with High Speed Rotary Saws (Hot Saws)</td><td>Equipment operators are required to assure that if wood debris or chips are accumulating in the cutting head, they clean out the blade guard no less frequently than every two hours during operations.</td></tr>
</table></td></tr>
<tr><td>I. Oil Filters and Glass Jugs</td><td>Contractor shall remove from National Forest lands oily rags and used oil filters and shall prohibit use of glass bottles and jugs in Contractor's Operations.</td></tr>
<tr><td>J. Smoking</td><td>All smoking shall be confined within a car, truck, crew rig or other enclosed cab after 1:00 PM on Ev days and all hours on E days (K-H.2.2#). At other times, any smoking shall be done while sitting in an area at least 3 feet in diameter, cleared of flammable materials.

Burning tobacco and matches shall be extinguished before they are properly disposed.</td></tr>
<tr><td>K. Reporting Fires</td><td>As soon as feasible, but no later than 15 minutes after discovery, Contractor shall notify Forest Service of any fires on Contract Area or along roads used by Contractor.</td></tr>
<tr><td>L. Tank Truck</td><td>Contractor shall meet minimum requirements of Section 4430 of the CPRC.

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

When Project Activity Level B or higher is in effect, a tank truck or trailer shall be on or within ten (10) roundtrip minutes to each Active Landing unless otherwise excepted when Hot Saw or masticator is being used. See K-H.2.2# for specific contract requirements.

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

(1) Pump, which at sea level, can deliver 23 gallons per minute at 175 pounds per square inch measured at the pump outlet. Pumps shall be tested on Contract Area using a 5/16 inch orifice in the Forester One Inch In-Line Gauge test kit or an equivalent water flow test kit. Pump shall meet or exceed the pressure value in the following table for nearest temperature</td></tr>
</table>

and elevation:

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

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

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

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

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

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

(5) Ample power and hitch shall be readily accessible for promptly and safely moving tank truck or trailer over roads serving Contract Area or terrain traveled by Hotsaws or masticators.

(6) When Contractor is using Mechanized harvesters with High Speed Rotary Saws (Hot Saws) or Masticators, an additional 250 feet of comparable hose shall be immediately available for use and be capable of connecting to the 300 feet of hose and appurturances in (2) and (3) above. Additional hose lengths shall not exceed 100 feet in length.

M. Compressed Air Foam System (CAFS)	By agreement, Contractor may substitute a CAFS or functional equivalent in lieu of the tank truck, trailer or fire extinguishers, provided it meets or exceeds the following specifications and requirements: 1. Variable foam expansion ratio – 10:1 to 20:1. 2. Units shall be kept fully charged with air; water and foam concentrate as recommended by the manufacturer and have the appropriate tools to service the system. 3. The unit shall contain enough energy to empty tank and clear hose prior to exhausting propellent. 4. The unit shall be capable of being completely recharged within 10 minutes. 5. When used on yarder landings, the unit shall be outfitted for immediate attachment to carriage and transported without damage to the unit. Fire extinguishers required for Hot Saws, masticators and similar equipment identified in B. above may be substituted with a CAFS that provides a minimum of 3 gallons of water and has a minimum discharge range of 20 feet. The system must have enough water, air and foam concentrate to recharge the system once. Tank truck, trailer, All Terrain Tank Truck or Equivalent may be substituted with a CAFS. Systems shall provide a minimum of 60 gallons stored energy with 500 feet of one inch hose, an adjustable one inch nozzle providing a minimum discharge range of 70 feet and must have enough water; air and foam concentrate for a minimum of two recharges or a system that provides a minimum of 30 gallons stored energy with enough water; air and foam concentrate for a minimum of five recharges. Systems shall be mobile, readily accessible and equipped so that it can be moved safely over Contract Area roads or terrain traveled by Hot Saws or masticators. If, in the opinion of the Contracting Officer, it becomes apparent that this equipment cannot provide fire protection equal to the tank truck or trailer listed above, the Contracting Officer will rescind this substitution of requirements.
N. Portable Fire Tank	By agreement, Contractor may substitute a Portable Fire Tank in lieu of the tank truck or trailer. A portable water tank, pump and accessories that meets all K-H.2# Tank Truck minimum specifications, with the exception of the live reel, plus a charged hose lay within 200 feet of operations and enough additional hose on site to complete the hose lay to where the Hotsaw or masticator is working.
O. Communications	Contractor shall furnish a serviceable communications system such as a telephone, radio-telephone, radio system or satellite phone connecting each operating side within the Contract Area with Contractor's headquarters, and capable of notifying Forest Service within 15 minutes of discovery of any fires on the Contract Area or along Contractor's haul route. When such headquarters is at a location which makes communication to it clearly impractical, Forest Service may agree to a reasonable alternative notification method. The communication system shall provide prompt and reliable communications during all hours of operations, including fire patrol person, between Contractors headquarters or the agreed to alternative notification method and Forest Service during the Fire Precautionary Period. A Citizen's Band (CB)radio is not acceptable communication for timber sale operations as FCC Regulations prohibit commercial use.
P. Skyline Tank Unit	When all or part of Included Timber will be yarded by a long span (over 1,500 feet) skyline, Contractor shall provide at each active skyline landing a suitable tank trailer, or tank unit or CAFS which can be lifted and transported by the skyline carriage. The unit shall meet the same requirements as specified for the water tank truck or trailer or approved substitute. The CAFS shall be located and outfitted for immediate use at the landing, and equipped for undamaged delivery to any portion of the operation by use of the rigging system.

	The tank unit or CAFS shall be deliverable to a fire, in the area of skyline operations, within 15 minutes of detection.
Q. Helicopter Yarding Fire Precautions	Contractor shall provide and maintain fire equipment as follows: 1. The fire tool box required under this provision shall be equipped for attachment to the helicopter long line so that it may be hauled to needed locations. Such attachment device shall not interfere with access to fire tools. Unless agreed otherwise, the fire tool box shall be located at the Active Landing ready for immediate dispatch. 2. An external helibucket readily attachable to the helicopter, with a capacity of at least 500 gallons, and having a remote control door mechanism adequate for rapid dropping of water. The helibucket shall be located at the helicopter service landing and shall be filled with water ready for immediate dispatch unless otherwise agreed. 3. All aircraft used in conjunction with Contractor's Operations shall be equipped with an operable radio system capable of meeting Region Five avionics requirements. 4. For protection of fuel servicing operations, fire extinguishers which have the following ratings based on the open hose discharge capacity, i.e., "broken hose," of the aircraft fueling system shall be readily available: a. Where said capacity does not exceed 200 gallons per minute, at least one approved extinguisher having a minimum rating of 20-B; b. Where said capacity is in excess of 200 gallons per minute, but not over 350 gallons per minute, one approved extinguisher having a minimum rating of 80-B; c. Where said capacity is in excess of 350 gallons per minute, two approved extinguishers, each having a minimum rating of 80-B. 5. By agreement, a suitable CAFS may also be used in lieu of the above extinguishers. 6. Extinguishers of over 50 pounds gross weight shall be of wheeled type or be mounted on carts to provide mobility and ease of handling.

K-H.2.2# - EMERGENCY PRECAUTIONS *(10/2010)*

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

The Forest Service, in its sole discretion, may change the predicted activity level if the current fire suppression situation, weather and vegetation conditions warrant an adjustment of the PAL activity level. If practicable, Forest Service will determine the following day's activity level by 6:00 PM. Contractor shall obtain the predicted Project Activity Level from the appropriate Ranger District Office before starting work each day.

Forest Service may change the Project Activity Level Table to other values upon revision of the National Fire Danger Rating System. When sent to Contractor, the revised Project Activity Levels will supersede the levels in the Project Activity Level Table below.

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

PROJECT ACTIVITY LEVEL TABLE

Table A - K-H.2.2# - Emergency Precautions. (10/2010)

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

PROJECT ACTIVITY LEVEL TABLE

Level	***Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.***
A	Minimum required by K-H.2#.
B	1. Fire Patrolperson is required for at least one hour after operations cease, the Fire Patrolperson(s) must walk and visually inspect all areas operated that day.(K-H.2#) 2. Tank truck, trailer, or comparable CAFS, shall be on or within 10 roundtrip minutes road travel to each Active Landing. (K-H.2#) 3. Mechanized harvesters with High Speed Rotary Saws (Hot Saws) and Masticators: A. Fire patrol is required throughout the first two hours after cessation of felling, the Fire Patrolperson(s) must walk and visually inspect all areas operated that day (K-H.2#). B. Equipment operating within one quarter mile of the Active Landing. 1) All Terrain Tank Truck, trailer or comparable CAFS shall be on or within ten (10) roundtrip minutes to each Active Landing. 2) Serviceable Communications shall exist between the equipment operators, landing personnel, and designated Fire Supervisor. C. Equipment operating beyond one quarter mile of the Active Landing. 1) In addition to the above requirements, an approved CAFS with minimum requirements of 20 gallons stored energy, 100 feet of 1 inch hose and adjustable 1 inch nozzle, minimum discharge range of 60 feet(K-H.2#,Item M) or equivalent within the Immediate Vicinity of the equipment is required. D. Equipment operating independently without an Active Landing. 1) All Terrain Tank Truck or Equivalent shall be within the Immediate Vicinity of the equipment. 2) Serviceable Communications shall exist between the equipment operators, Contractor's main office and designated Fire Supervisor (K-H.2#, Item O).
C	The following operations are prohibited from 1:00 PM until 8:00 PM except as noted: 1. Mechanized harvesters with High Speed Rotary Saws (Hot Saws) and Masticators – except that Hot Saws and masticators may operate between 1:00 PM and 8:00 PM provided that an All Terrain Tank Truck or Equivalent or comparable CAFS shall be within the Immediate Vicinity of the equipment. 2. Blasting 3. Dead tree felling, except recently dead.
D	The following restrictions apply: 1. The following activities may operate when a Fire Patrolperson(s) walks all areas operated that day, starting at 1:00 PM, at least once per hour until sunset: a) Track-laying equipment in skidding, erosion control, felling, and piling operations. b) Chipping outside of approved landings and roadbeds. c) Cable Yarding with Approved Motorized Carriages. Carriage shall remain a minimum of ten feet above the ground at all times, except while at the landing. d) Mechanical limbing and log manufacturing outside of approved landings and roadbeds. e) Ripping roads and landings, sub soiling and water barring. f) Chainsaw operations outside of approved landings and roadbeds. 2. Mechanized harvesters with High Speed Rotary Saws (Hot Saws) and Masticators may operate; provided that:

	a) An All Terrain Tank Truck or Equivalent shall be within the Immediate Vicinity of the equipment. b) Within the first hour of mechanized harvester operation and at least once per hour until sunset, the Fire Patrolperson(s) must walk and visually inspect all areas operated that day. 3. No blasting after 10:00 AM. 4. Welding or cutting of metal only by special permit. 5. No burning.
Ev	1. The following operations are prohibited: a) Blasting. b) Welding or cutting metal. c) Burning. d) Smoking outside a vehicle. 2. The following activities may operate all day: a) Loading and hauling logs decked at approved landings. b) Loading and hauling chips stockpiled at approved landings. c) Servicing equipment at approved sites. d) Dust abatement, road maintenance (Chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stock pile loading and installation (does not include pit or quarry development). e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings. 3. Mechanized harvesters with High Speed Rotary Saws (Hot Saws) or Masticators may operate until 1:00 PM; provided that: a) An All Terrain Tank Truck or Equivalent shall be within the Immediate Vicinity of the equipment b) Within the first hour of mechanized harvester operation and at least once per hour until sunset, the Fire Patrolperson(s) must walk and visually inspect all areas operated that day. 4. All other Mechanical Operations are permitted until 1:00 PM when a Fire Patrolperson(s) walks all areas operated that day, starting at 9:00 AM, at least once per hour and continues until at least two hours after Mechanical Operations cease. 5. Some operations, on a case-by-case basis, may be permitted after 1:00 PM under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are limited to the following operations: • Rubber tire skidding • Chipping on Landings • Helicopter Yarding. When approved by a Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by the Contracting Officer for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of the Forest Service. Variance approval is contingent on the 10-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Contractor's equipment for prevention and suppression readiness, type of operation and social and community considerations etc. (See attached Project Activity Level Variance Agreement).
E	The following activities may operate all day. All other activities are prohibited. 1. Loading and hauling logs decked at approved landings. 2. Loading and hauling chips stockpiled at approved landings. 3. Servicing Equipment at approved sites. 4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development). 5. Chainsaw operation associated with loading at approved landings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

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

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

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

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

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

(i) For breach of this Section, Forest Service may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Section, Forest Service will not be liable for any Claim submitted by Contractor relating to the termination.