

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

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

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

K-C.3# - 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 Red Cockaded Woodpecker reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Reserve trees are identified by trees marked with 2 horizontal and parallel white paint bands located 4-6 feet above the ground level and shall be protected in accordance with K-G.3.2#. Units with reserve trees are shown on Contract Area Map.

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

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

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

Subdivision Boundary Designation Table

Subdivision	Paint Color	Designation
1	Orange	Boundary line trees are marked at eye level with three (3) horizontal slash marks and a spot at ground level with eye level marks facing into the interior of the Subdivision. Gravel roads that are used as a section of the subdivision boundary do not have boundary trees marked along them.

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K-C.3.5.1# - DESIGNATION BY SPACING (06/2012)

Subdivisions with Designation by Spacing are shown on Contract Area Map. The manner in which trees are to be cut or left is described as follows:

See Table K-C.3.5.1# - Designation by Spacing

Table K-C.2.351# - Designation by Spacing**Subdivisions – 1, 2, 3**

All live Southern Yellow Pine trees, except trees marked with orange paint or described below to be left uncut, that meet Utilization Standards and one or more of the following criteria are designated for cutting.

(a) The tree is within 13 feet of a live Southern Yellow Pine tree that has a larger stump diameter than it; and the larger tree is not designated for cutting. The required end-result spacing is a maximum average of 19 feet.

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

(c) The tree is marked with blue paint.

Distances are measured horizontal distance, outside bark stump height to outside bark stump height. Stump diameter is measured outside bark at in a horizontal plane at ground level on the high side of the stump.

All N/A trees shall be left as leave trees, unless marked with N/A paint. No tree greater than or equal to 19.5 inches stump diameter shall be cut, unless marked with blue paint. Unit boundaries and other trees that shall be left uncut are marked with orange paint.

Purchaser and Forest Service shall agree to skid trail location under B6.422. Skid trails shall be no greater than 14 feet wide with a 80 foot spacing. Quantities of trees located in skid trails are Included Timber under A2.

Subdivision - 4

All live Southern Yellow Pine trees, except trees marked with orange paint or described below to be left uncut, that meet Utilization Standards and one or more of the following criteria are designated for cutting.

(a) The tree is within 12 feet of a live Southern Yellow Pine tree that has a larger stump diameter than it; and the larger tree is not designated for cutting. The required end-result spacing is a maximum average of 17 feet.

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

(c) The tree is marked with blue paint.

Distances are measured horizontal distance, outside bark stump height to outside bark stump height. Stump diameter is measured outside bark at in a horizontal plane at ground level on the high side of the stump.

All N/A trees shall be left as leave trees, unless marked with N/A paint. No tree greater than or equal to 19.5 inches stump diameter shall be cut, unless marked with blue paint. Unit boundaries and other trees that shall be left uncut are marked with orange paint.

Purchaser and Forest Service shall agree to skid trail location under B6.422. Skid trails shall be no greater than 14 feet wide with a 80 foot spacing. Quantities of trees located in skid trails are Included Timber under A2.

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

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

The total amount to be deposited by Contractor for reconstruction related engineering services to be completed by Forest Service personnel or by public works contract is \$3,420.00. 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	To	Engineering Services Completion Date
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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.

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Pre-haul Road Maintenance Specifications												
	From	To														

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To		1030	1040	3020	4020	6020					
FS 170	0.0	0.63	0.63	D	D	D	D	D					
FS 229	0.0	0.7	0.7	D	D	D	D	D					
FS 251F	0.0	1.23	1.23	D	D	D	D	D					

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications												
	From	To														

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

- 1030 = Surface Blading (gravel)
- 1040 = Spot Surfacing (gravel)
- 3020 = Ditch Cleaning
- 4020 = Roadway Mowing and Cleaning
- 6020 = Miscellaneous Structures

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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: \$ \$.02 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
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N/A

K-G.2.2.3# - PROTECTION OF SPECIAL AREAS (09/2004)

The Contractor shall not conduct logging operations within the boundaries of the following areas: within 200 feet of any Red Cockaded Woodpecker cavity trees.

Logging shall be permitted in the following areas only during the following specified times: Within 200 feet of any Red Cockaded Woodpecker trees between April 1 to July 31 limit all mechanical operations other than between on hour after sunrise to one hour before sunset. This includes hauling unless it is along an existing gravel road.

The locations of these areas are shown on Contract Area Map and are marked on the ground by the following means: Each Red Cockaded Woodpecker cavity tree is marked with two horizontal and parallel white bands located 4-6 feet above the ground level.

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

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

Cultural Resource Protection Measures: All known cultural heritage sites within the subdivision boundaries are marked on the ground with a single band of white and/or orange paint at eye level on trees surrounding the sites. The areas within these marked sites are not to be entered with any logging equipment.

Wildlife and Botanical Protection Measures: Not Applicable

Cave Resource Protection Measures: Not Applicable

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 \$ \$500.00 for each Red Cockaded Woodpecker reserve tree and \$ Not Applicable for each Not Applicable reserve tree damaged or destroyed by Contractor's Operations, in addition to amounts payable under D.4.5 and D.4.6.

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

K-G.4.0.1# - CONDUCT OF LOGGING (09/2004)

Unless otherwise agreed in writing, the Contractor shall take the following measures to minimize breakage of logs and to protect residual trees and other National Forest resources:

Applicable Within Subdivision(s) 1, 2, 3, 4, the skidding pattern shall be approved by Forest Service in advance of felling and main skid roads/trails shall be located on the ground in advance of felling.

Applicable To avoid unnecessary turning of logs in Subdivision(s) 1, 2, 3, 4, the Contractor shall fell with the lead of the trees toward skid trails. The Contractor shall employ directional felling techniques such as wedging, jacking, cable winching, or other methods, as needed to direct the fall of the tree.

N/A Outside of clearcutting areas and authorized clearings, tractors shall be equipped with a winch to facilitate skidding. Products shall be winched (end-lined) as needed to protect resources or residual trees from unnecessary damage.

N/A In areas shown on Contract Area Map with the symbol W, all ground-based skidding equipment shall be confined to approved skid roads or trails and all Included Timber shall be winched to the skidder before transfer to the log landing. Winching may be required for distances up to N/A feet.

N/A In Subdivision(s) N/A, skidding of products greater than N/A feet in length is prohibited.

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

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

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

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

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

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

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

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

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

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

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

N/A Mulch at the rate of N/A pounds per acre shall be applied. The Forest Service will identify the areas where mulch is required in addition to those specified elsewhere in this contract. Hay, straw, pine straw or shredded bark or other mulch acceptable to the Forest Service may be used as mulching material.

N/A The Forest Service shall agree to the timing of the seeding operations.

N/A Seeding operations shall not begin without the presence of a Forest Service representative.

N/A Other revegetation specification: N/A

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

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

Re-vegetation Plan and Specification, Seeding Season Table

Seeding Season	From Date	To Date
Spring/Summer	April 16	Sept. 15
Fall	Sept. 16	April 15

Re-vegetation Plan and Specification, Fertilizer and Seed Table

Fertilizer	Pounds/Acre	Seed	Pounds/Acre
<u>Spring/Summer</u>			
10-10-10	300	Brown Top Millet	30
<u>Fall/Winter</u>			
10-10-10	300	Winter Wheat	30
		Annual Rye Grass	50

Re-vegetation Plan and Specification, Cooperative Deposit Table

Not Applicable

K-G.6.3.2# - TEMPORARY ROADS (09/2004)

Applicable Unless otherwise agreed in writing, Temporary Road construction shall not be scheduled to occur outside the seeding season(s) listed in K-G.6.0.1#.

N/A Unless otherwise agreed in writing, Temporary Road construction shall not be scheduled to occur outside the Normal Operating Season(s) listed in A.16.

The location and clearing widths of all Temporary Roads shall be agreed to and all timber within the clearing limits shall be paid for before construction is started. Temporary roads shall follow the general contour insofar as practical with maximum grades not to exceed N/A percent for lengths up to N/A feet. Construction shall include frequent broad-based dips or breaks in grade as necessary to remove runoff from the road. Clearing width shall not exceed that needed for safe and efficient operations, and the travel way shall not exceed 15 feet except at turnouts and landings. Crossings shall be located perpendicular to any stream or drainage.

Concurrent with Temporary Road construction, the Contractor shall install straw or hay bales, silt fence or brush/slash barriers at the base of the fill along Temporary Roads adjacent to Streamcourses and at other sensitive areas shown on Contract Area Map per the following requirements:

See Table K-G.6.3.2# - Temporary Roads, Silt Barrier Table

At Streamcourse crossings, cut and fill slopes and other disturbed areas within 25 feet slope distance of the Streamcourse shall be protected by seeding and mulching N/A

As necessary to attain stabilization of roadbed and cut and fill slopes of Temporary Roads, the Contractor shall employ such measures as outsloping, revegetation, mulching, drainage dips, water spreading ditches and silt barriers.

Unless otherwise agreed, cut banks and fill slopes shall be sufficiently sloped to facilitate revegetation.

The Contractor shall place and maintain the following depth of gravel or crushed stone on all Temporary Roads at the following locations:

See Table KT-GT.6.3.2# - Temporary Roads, Gravel Requirements Table

Contractor shall maintain all erosion control structures such as silt barriers, water-spreading ditches and broad based dips in a functional condition during Contractor's Operations. Contractor shall stabilize and close to vehicular traffic all Temporary Roads prior to periods of inactivity.

Except for Temporary Roads to remain open under G.6.3.1, after a Temporary Road has served Contractor's purpose, the Contractor shall give notice to the Forest Service and shall remove bridges and culverts, eliminate ditches, out-slope roadbed, remove ruts, remove outside berms by pulling the material back onto the road surface, effectively block the road to normal vehicular traffic, and build cross ditches and water bars as staked or otherwise marked on the ground by Forest Service unless agreed otherwise in writing. When bridges and culverts are removed, associated fills shall also be removed to the extent necessary to restore channel to natural size, slope and bottom, and to permit normal maximum flow of water and protection of adjacent resources.

Temporary Roads – Silt Barrier Table

Side Slope Percent	Distance From Streamcourse
NA	NA

Temporary Roads – Gravel Requirements Table

Location	Distance (feet)	Percent Grade	No. Inches of Gravel or Crushed Stone
Approaches to surfaced roads for a distance back from the surfaced road.	NA	Not Applicable	NA
Streamcourse crossings for a distance on either side of the Streamcourse.	NA	Not Applicable	NA
Steep grades of short distances	NA	Not Applicable	NA
Wet or erosive prone soils	NA	Not Applicable	NA
Dips, moist sites, erosive prone soils, and fills over culverts	NA	Not Applicable	NA

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

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

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

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

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

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

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

Applicable At or adjacent to log landings, delimiting areas, and similar areas of slash accumulation within Subdivisions 1 - 4, concentrations of slash greater than 2 feet in height and 8 feet in length, measured at greatest distances, shall be distributed throughout the subdivisions as it is generated, especially along lower primary skid trails to prevent rutting.

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

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

Slash Disposal Requirements Table

Map Symbol	Title	Treatment
S S S S	Slash Disposal	Scatter debris to within an average of 2 feet of the ground within 200 feet of highway 41 and highway 402. Scatter debris to within an average of 2 feet of the ground within 50 feet of the Palmetto Trail.

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

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

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

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

Stewardship Projects

INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

21. GENERAL.

- For information on this contract contact Mark Danaher at the Francis Marion District Office in Huger, SC at (843) 336-2222 (mdanaher@fs.fed.us).
 - Pre-op meeting will be held before any timber or service work is started.
 - The successful bidder will be required to register on the Central Contractors Register (CCR) at CCR.gov.
 - Other service contract bid items:
1. **Mechanical Mastication of midstory.** This activity requires the contractor to masticate pines and hardwoods < 6 inches in diameter on approximately 45 acres. The objective is to improve habitat for the federally endangered red-cockaded woodpecker and American chaffseed. (See **KT-GT.9 Project 1 for specifications**)

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

FAILURE TO FURNISH DEPOSIT WITH BID IN THE FORM AND AMOUNT SPECIFIED IN THE ADVERTISEMENT PRIOR TO BID OPENING WILL RESULT IN DISQUALIFICATION OF BID

KT-GT.9# (K-G.9#, HJS) - CONSERVATION PROJECTS. Performance of stewardship projects shall be in accordance with the following specifications:

Project Number 1 – Mechanical Mastication of midstory: January 1, 2010 – March 31, 2010 and/or August 1, 2010 – January 1, 2011

A. SCOPE OF CONTRACT

The purpose of this attachment is to establish objectives, standards, procedures and requirements for improving habitat of the federally endangered red-cockaded woodpecker (RCW) and American chaffseed on the Francis Marion National Forest, as part of the Stewardship Contract. This work requires the Contractor to furnish all equipment, labor, transportation, supervision, and perform all work required to conduct the mastication of woody

vegetation on approximately 46 acres within the boundaries of the Francis Marion National Forest. This work shall be completed in accordance with the specifications and provisions of the contract.

B. DESCRIPTION AND LOCATION

The contract areas are located within the boundaries of the Francis Marion National Forest in Berkeley County, South Carolina (Figure 1). There are three areas that will be masticated, which range in size from 1 to 27 +/- acres, and serve as habitat for the federally endangered red-cockaded woodpecker and American chaffseed (Figures 2 & 3). The primary objective is to reduce midstory vegetation and slash to within 6" of the ground in an effort to maintain and enhance RCW and American chaffseed habitat. Additionally, this contract will reduce fuel loads near major roads and urban areas, which will facilitate the reintroduction of prescribed fire. Actual acreage treated will be calculated via a global positioning system (GPS).

C. TECHNICAL SPECIFICATIONS

1. The Forest Service will have the authority to restrict when a specific treatment area can be entered. The Contracting Officer's Representative (COR) or the inspector will be present when equipment enters a treatment area for the first time, unless otherwise agreed upon by the COR.
2. Operating hours in active RCW clusters will be limited to one hour after sunrise and continuing to one hour before sunset.
3. All equipment will be cleaned and in sound working condition prior to entering Forest Service lands. Leaking hydraulic fluid or other equipment fluids will be fixed prior to entering Forest Service lands.
4. All equipment will be inspected prior to use on Forest Service lands by Forest Service personnel for noxious weed control.
5. The work to be performed involves severing midstory vegetation completely from the stump and grinding up the downed vegetation as well as pre-existing slash and logs.
6. All hardwoods and pines less than 6 inches diameter at breast height (dbh) shall be felled within treatment areas unless specified differently. Midstory vegetation treated will be severed from the stump within 6" of the ground. Stumps may be left higher if the cutter head must be raised to negotiate terrain features. If midstory vegetation cannot be felled/mulched without damage to a mature pine tree, then the vegetation will not be treated around said tree. The 1 acre wildlife opening shall be masticated according to the stated specifications. However, all vegetation and stumps located in this wildlife opening will be masticated to ground level and incorporated into the soil.
7. All slash, including tops, limbs, and vegetation cut in the above specification shall be mowed, mulched, shredded, or otherwise ground into small pieces. This shredded material shall be scattered over the treatment area and not piled.
8. All pre-existing slash (stumps, logs, limbs) will be reduced to within 6" of the ground and chipped to the above specifications.
8. Standing dead trees (i.e., snags) shall be left standing within treatment areas unless they present a safety hazard or have the potential to fall across roads or property lines.
9. All RCW cavity trees, sensitive areas and desired features will be delineated on the ground within treatment areas in order to prevent damage. All known RCW cavity trees within the treatment areas are marked with two white bands at approximately 4-6 feet above the ground and have one or more aluminum identification tags attached to the tree. Sensitive sites and desired features within treatment areas will be delineated on the ground with flagging. RCW cavity trees, sensitive areas and desired features will be identified and communicated to the contractor prior to the commencement of work.

10. No treatment will occur in streams, drains, bays, or low-lying areas without approval of the COR.
11. The Contractor shall take every precaution necessary to prevent digging, gouging, and moving soil. The Contractor shall prevent excessive rutting and compaction by operating the equipment only when suitable soil conditions exist, as determined by the COR. Mechanical chipping activities should be avoided after rainfall, in order to prevent damage to soils.
12. All supplies and equipment needed to complete this contract will be supplied by the Contractor.
13. No mechanical work is allowed in RCW clusters during the nesting season (April 1-July 31).
14. Prior to commencement of work, contractor shall schedule a meeting with Mark Danaher (843-336-2222) in order to review contract areas, provide contractor with maps and answer any questions contractor might have.
15. All hardwoods and pines less than 6 inches Dbh (diameter at breast height) shall be felled within treatment areas unless specified differently.
16. When possible, longleaf pine saplings will be left scattered throughout the treatment areas.
17. Mastication along property boundaries will consist of following the same specifications aforementioned. Mid-story vegetation will be masticated within a 120 foot wide swath, starting on the United States Forest Service (USFS) side of the property boundary and continuing across USFS property.

D. Desired Equipment Specifications

1. It is recommended that the equipment have a heavy-duty drum type cutter head that can be raised and lowered. The width of the cutter head should be equal to or greater than the width of the machine so that all trees in the path of the machine will be cut. The machine shall be capable of producing the desired finished conditions as outlined above.
2. The machine shall have a ground pressure of less than 8 psi and be on tracks. Rubber-tired machines are not acceptable.

E. GOVERNMENT FURNISHED PROPERTY

The Government shall make available to the Contractor the following material (hereinafter referred to as "Government-furnished property"):

- a. Treatment Area Maps
- b. Forest Map

F. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be performed by Forest Service personnel at such intervals to insure compliance with the contract specifications and provisions. Upon completion of work on an area, the Contractor shall notify the COR that work on the area is completed and the COR shall make an interim inspection of the work. If the work meets specifications, the Contractor may proceed with work on the next area. If the work does not meet specifications, the Contractor shall complete any remedial work required prior to commencing work on the next area. This interim inspection is not a final inspection and does not relieve the Contractor's responsibility until the final inspection is completed.

All acreage treated will be computed using a GPS. Payment will be determined by actual GPS'ed acres treated. Actual acreage may change prior to the beginning of work due to surveys for proposed, threatened, endangered, or sensitive plant species. As previously mentioned in section C. #9, these areas, as well as other sensitive areas, will be delineated on the ground and communicated to the Contractor prior to the commencement of work.

Payment will be made at the unit price for acres completed and accepted.

G. Basis of Payment

- 1) Contractor shall bid on treating approximately 45 acres as previously described, and will submit said bid on a total cost and per acre cost basis.
- 2) Upon satisfactorily treating all treatment areas, the Forest Service shall have at least 2 weeks to determine actual acreage treated via GPS. Once actual treatment acreage is determined, contractor will receive final payment based on the following formula:

Cost per acre X Actual treatment acreage = Final payment amount

- 3) Invoices must be submitted to the Supervisor's Office in Columbia, SC prior to payment.

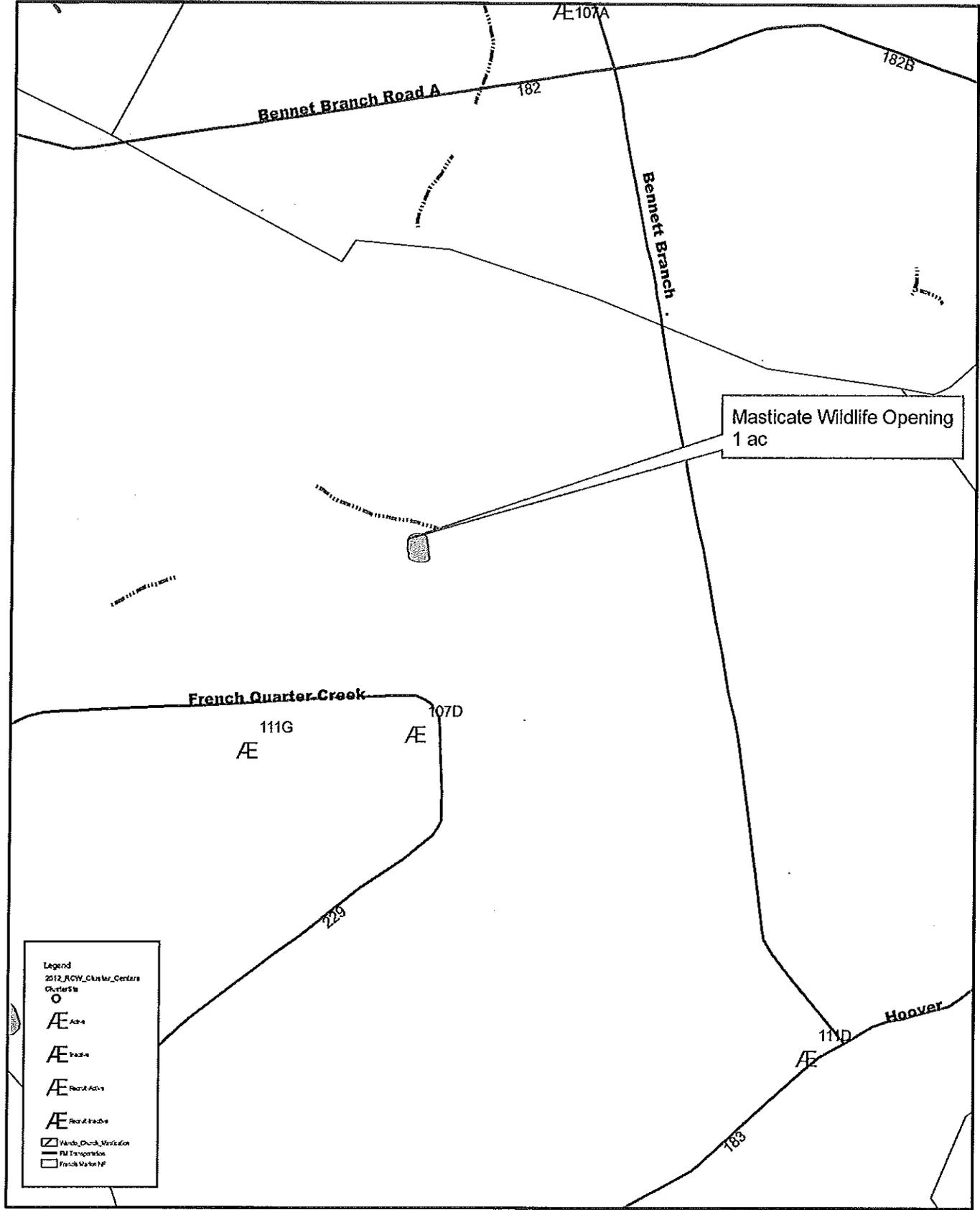


Figure 3. Wando Church Mastication Wildlife Opening Mastication

0 330 660 1,320 Feet



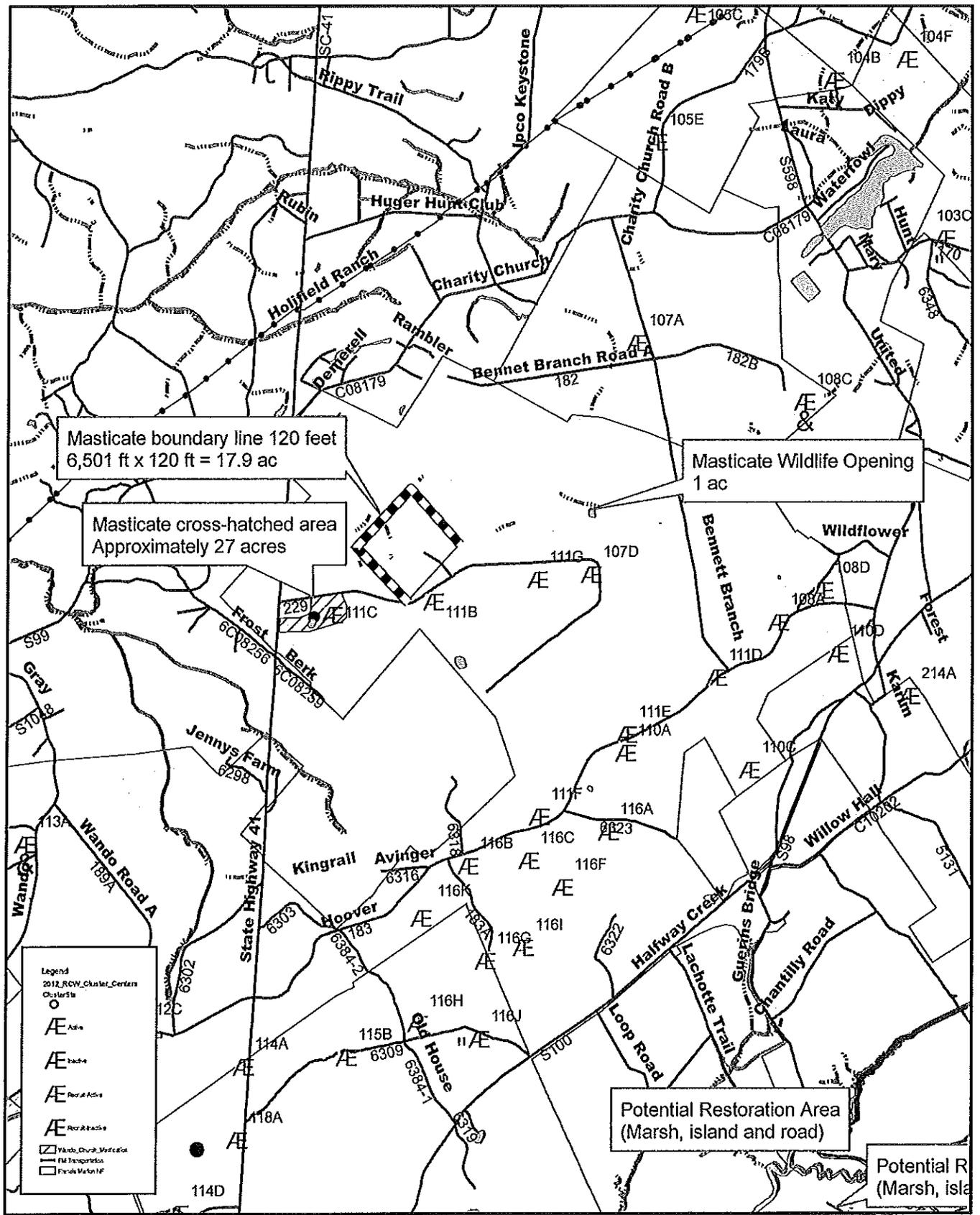


Figure 1. Wando Church Mastication
(Three areas, approx. 46 acres)

0 330 660 1,320 Feet



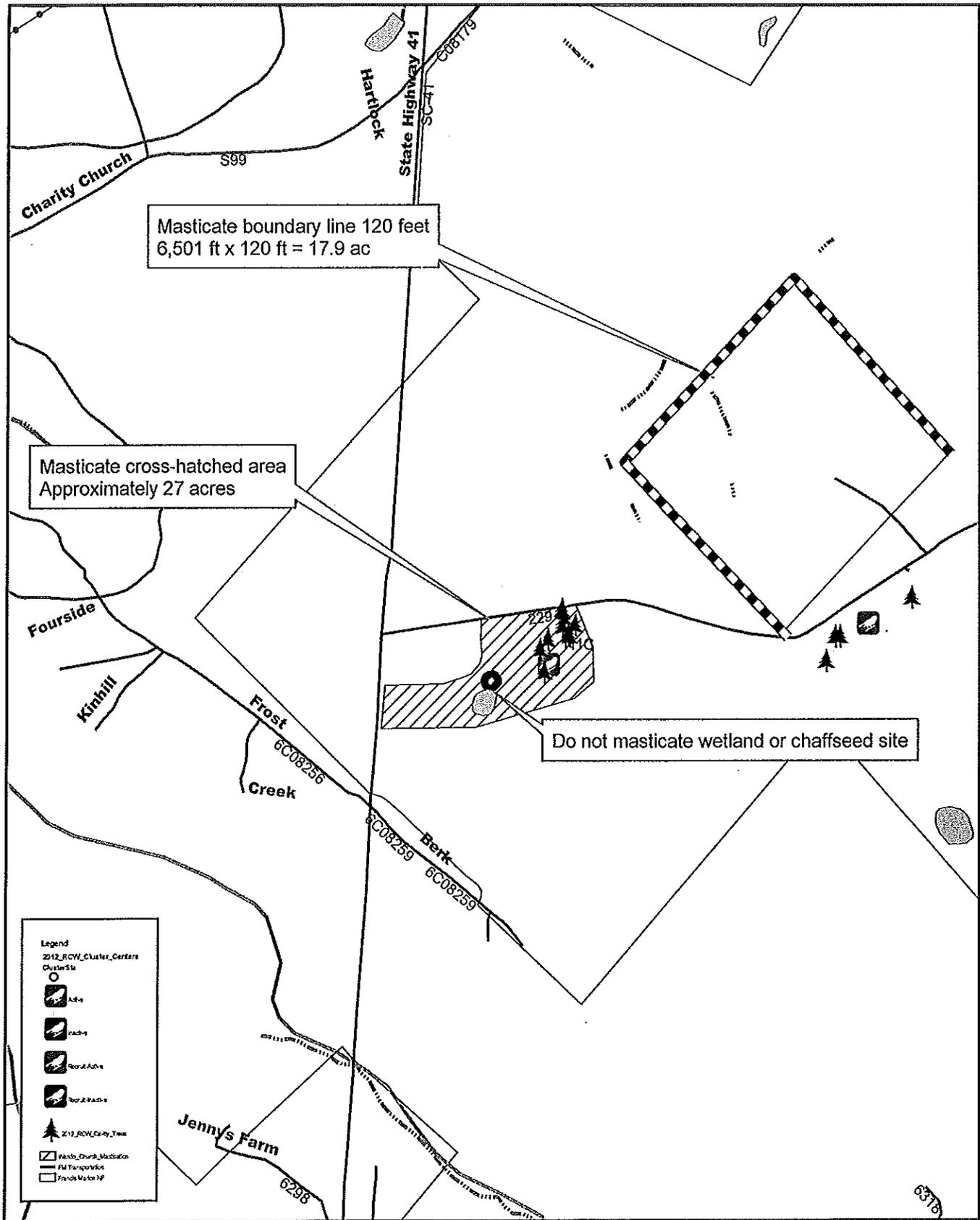
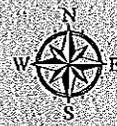


Figure 2. Wando Church Mastication
Boundary line & RCW/Chaffseed
Mastication Areas

0 330660 1,320 Feet



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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