

Contract Name: Nina Stewardship

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

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

Species	Product
All Species Landing/Grapple	PiGrn Bio Cv
All Species Grn Bio Cv	(StandiGrn Bio Cv

that shall be Included Timber upon written agreement.

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

Within Subdivision(s) or cutting unit(s) 1, 2, 3, 8, 18, 38, 39, 40, 41, 42, 43, 44, as shown on Contract Area Map, the following criteria shall be used by Contractor to designate trees and other products for cutting and removal. Contractor shall Mark leave trees with Contractor's non-tracer Orange paint. Forest Service shall inspect and approve Marking prior to cutting.

(a) Contractor shall be paid only for the first five acres of marking in one subdivision each operating season, but may be required to mark all acres as approved by the Forest Service

The following criteria are presented in the order of precedence

1. Do not cut any trees 21.0 inches DBH and Larger or trees of any size that exhibit Old Growth Characteristics
2. Do not cut any trees marked with orange paint
3. Do not cut any sugar pine
4. Remove all lodgepole pine
5. Thin from below removing from the remaining trees less than 21.0inches DBH to achieve an average of 60 square feet of total basal area per acre, with an acceptable range at any point of 40 to 80.

Basal Area will be determined using a basal area factor of 10.

Trees over 21.0 inches will be included in the determination of basal area up to the maximum allowable range (80 sqft). In areas where only trees over 21.0 inches remain and they are in excess of the maximum allowable range, these excess trees will not be included in the stand average.

Old Growth characteristics defined as trees with orange/yellow bark with maximum fissure to fissure plate width greater than 6 inches and no knot/whorl indicators visible below main crown. For more information see Van Pelt, 2008 Identifying Old Trees and Forests in eastern Washington. Washington state Department of Natural Resources, Olympia, WA 166 p .

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

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

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

All Live trees less than 21.0 inches DBH not Marked with Orange paint above and below stump height in subdivisions: 4, 5, 6, 17, 19, 22, 23, 24, 25, 26, 33, 37, 45, 46 which meet the minimum tree diameter stated in A.2 are designated for cutting. Additional timber to be cut, if any, will be designated for cutting in accordance with C.3.7.

Leave trees, Marked with Orange, or identified by, N/A, are not to be cut, unless designated by the Forest Service.

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

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

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

See attached removal schedule.

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

<u>Included Timber</u>	<u>Time Limits</u>
ALL.	60 days after felling has started

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

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

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

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

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

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

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

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

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

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

(a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection, Contracting Officer will suspend all or any part of Contractor's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

- (i) Slash disposal, road maintenance, and contract scaling deposits;
- (ii) Cooperative work at rates established by specific agreement under E.2.1.8;
- (iii) Damages pursuant to J.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to E.2.2;
- (vi) Periodic payments pursuant to E.2.1.3;
- (vii) Extension Deposits pursuant to E.2.1.7; and
- (viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under J.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

(c) Pursuant to the Debt Collection Improvement Act of 1996, as amended, if payment is not received by Forest Service within 15 days after the date of issue indicated on the bill for collection:

(i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.

(ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.

(iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c) (i) and (c) (ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c) (i) and (c) (ii).

(iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.

(d) Forest Service remedies for Contractor's failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Contractor's Operations, and administrative offset, shall be stayed for so long as:

- (i) A bona fide dispute exists as to Contractor's obligation to make such payment and
- (ii) Contractor files and prosecutes a timely Claim.

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

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

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

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

See Restricted Road List Table.

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

Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
9751100	N/A	Unit 19	Unit 5	P	No Haul - Gas Line Crossing

Title and Date of Governing Road Rules Document:

Deschutes National Forest
Commercial Road Rules

June, 2009
Effective Date

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

Construction of Specified Roads shall be completed no later than 12/31/2014; except for earlier construction completion dates for roads listed below:

Road Number	Road Name	Station		Completion Date
		From	To	
Road-9751000	N/A	0	1.13	12/13/2014

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

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

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

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

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

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

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

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

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(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 \$ \$1,478.00 . 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		Engineering Services Completion Date
	From	To	
Road-9751000	0	1.13	07/01/2013

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.

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

1	2	3		4	5	6		7	8	9			
		Special Project Specification	Travel Way X Width			Slope	Comp			Brush And Log Out	Surfacing	Dust Abatement Product	Rate
9751 US 97 - Unit 44	T-803-01F T-812-01F T-891-01F	EX	AI	A	4 Ft. Lt. and Rt.	OPT		EX			TS		PR
9751012 9751910 - Unit 37	T-803-01F T-812-01F T-832-01F T-834-01F T-891-01F				T-838	OPT		EX	W		TS		PR
9751014 9751050 - 9751502	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F				T-839	OPT		EX	W		TS	PR	
9751014 Unit 41 - Unit 42	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F				T-839	OPT		EX	W		TS	PR	
9751050 9751 - 9751	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F				T-839	OPT		EX	W		TS	PR	
9751100-w 9751 - Unit 19	T-803-01F T-812-01F T-832-01F T-834-01F T-891-01F				T-838	OPT		EX	W		TS		PR
9751100-e 9751 - Unit 5	T-803-01F T-812-01F T-832-01F T-834-01F T-891-01F				T-838	OPT		EX	W		TS		PR

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

1 Road No. and Termini	2 Special Project Specifi- cation	3 Travel Way		4 Brush And Log Out	5 Surfacing	6 Dust Abatement		7 Seasonal Mainte- nance	8 Snow Removal	9 Post Haul	
		Width	X Slope			Product	Rate			Block	Treat
9751500 9751 - 9751700	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F			T-839		OPT	EX	W	TS	PR	
9751502 9751500 - 9751014	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F			T-839		OPT	EX	W	TS	PR	
9751505 9751500 - 9751014	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F			T-839		OPT	EX	W	TS	PR	
9751700 9751 - 9751014	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F			T-839		OPT	EX	W	TS	PR	
9751800 9751 - Unit 43	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F			T-839		OPT	EX	W	TS	PR	
9751810 9751800 - 9751	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F			T-839		OPT	EX	W	TS	PR	
9751900 9751 - Unit 44	T-803-01F T-812-01F T-834-01F T-835-01F T-891-01F			T-839		OPT	EX	W	TS	PR	

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

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

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

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

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

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

See attached schedule.

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

<u>Subdivision</u>	<u>Operating Conditions</u>	<u>Purpose</u>
22, 38	No operations are permitted from May 1 st through June 30 th	To avoid disturbance to mule deer fawning and elk calving.
22	No operations permitted from March 1 st through August 31 st	To avoid disturbance to nesting raptors.

Waivers of the above mentioned restriction may be possible if nesting/roosting is not occurring. Purchaser may request waivers by submitting a proposed annual operating schedule by April 1st, annually to allow the Forest Service to conduct required wildlife surveys and determine the results of the survey.

Table of Restricted Operating Periods Applicable to Timber Removal.

Restriction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
1/												
Red tail hawk Subdivision 22			X	X	X	X	X	X				
Deer/Elk Subdivision 22 38					X	X						

1/ Refer to contract provisions KT-GT.2.4# and KT-GT.3.1.5# in the sample contract for specific dates and restrictions.

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

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

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

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

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

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

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

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

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

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

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

See attached Table.

TABLE PURSUANT TO K-G.4.1# - SPECIFIC REQUIREMENTS (1/00)

<u>FELLING METHODS</u>	Subdivision
Mechanized felling equipment will be allowed limited off trail operations, as approved by the Forest Service.	<u>ALL</u>
Mechanized felling equipment will operate in a manner which will minimize detrimental soil disturbance and minimize damage to residual trees and reproduction.	<u>ALL</u>
No mechanized harvest on slopes over 30%, unless the slope is less than 100 feet long, equipment will be allowed to make one pass out and one pass back to harvest.	<u>ALL</u>

<u>FELLING EQUIPMENT</u>	Subdivision
Mechanized felling equipment will be limited to a boom shear or saw with a minimum 20 foot reach from equipment center point.	<u>ALL</u>
Mechanized felling equipment will be allowed limited off trail operations, as approved by the Forest Service.	<u>ALL</u>

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

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

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

See attached table for requirements.

TABLE PURSUANT TO K-G.4.2# - YARDING/SKIDDING REQUIREMENTS (06/2010)

<u>Yarding & skidding requirements</u>	<u>Subdivision</u>
Ground based equipment required.	<u>All</u>
Leading end of log shall be suspended while skidding on skid roads/trails.	<u>ALL</u>
Skidding equipment is restricted to approved skid roads/trails.	<u>ALL</u>
Distance between skid roads/trails shall be an average of 100 feet apart.	<u>ALL</u>
No skidding or landings allowed in SMA areas identified on the ground and shown on the sale area map.	<u>ALL</u>
Use existing skid trails and landings when possible.	<u>ALL</u>

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

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

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

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

K-G.7.4.2# - SLASH TREATMENT REQUIREMENTS (OPTION 2) (06/2008)

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

Unless otherwise agreed, or shown in the attached slash plan or specifications, when Included Timber is removed during Normal Operating Season, required slash work shall be completed within 30 days of removal of approximately three-quarters of the volume in the unit. When Included Timber is removed outside Normal Operating Season, required work will be completed within 30 days of the beginning of the next Normal Operating Season.

See following specifications.

SPECIFICATIONS PURSUANT TO K-G.7.4.2# - SLASH TREATMENT REQUIREMENTS (02/02)Slash Plans and Specifications for Piling and/or Decking Slash on Landings and Temporary Roads (Pursuant to K-G.7 and K-G.7.4.2#)1. Slash to be Piled and/or Decked

- a. Slash resulting from the construction of landings and temporary roads, and slash accumulated on the landings from the logging operation shall be piled and/or decked. Partially pushed out stumps are considered to be included as pushed out stumps in the CT6.7 definition of Slash.
- b. Slash resulting from skidding operations that accumulates throughout the cut area, when directed by the Forest Service (FS), shall be piled in the center of the skid trail by hand or mechanical grapple in locations designated by the FS, for burning by the FS. Use of a tractor or skidder for piling is not permitted unless approved in advance by the FS.
- c. All Pieces meeting Grn Bio Cv specifications and longer than 12 feet shall be placed in separate pile(s). The pieces in the pile shall be placed parallel to each other similar to log decks, and placed where shifting and rolling will not occur. Unless otherwise agreed, these piles shall be no higher than 6 feet.
- d. Slash created in this operation which lies outside the posted cutting area is not required to be piled unless within a landing or temporary road. However, such slash shall be pulled inside the posted cutting area boundary.
- e. Chips created and not removed from chipping operations on the landings are to be scattered across the entire area of the landings to a depth of no more than 3".

2. Construction and Location of Piles and/or Decks

- a. Slash piles shall be located at least 25 feet from the crown or drip line of any dead or live tree or equal-distance between standing dead or live trees, whichever is greater. These piles shall be minimum of 6 feet in height and 12 feet in diameter, if sufficient slash is available.
- b. All piles shall be compact and free of dirt and rocks.
- c. All material extending beyond the general contour of the piled slash shall be trimmed off and added to the pile.
- d. Piles as defined in Section 1, Subsection C, shall be located in agreed upon openings near the landing area adjacent to the road system, and be located at least 20 feet away from the piles created in Section 2, Subsection A. These piles can be placed adjacent to standing trees.

3. Equipment Requirements

- a. Machines used for piling slash shall be equipped with brush blades, detachable rake fronts or grapples.

SPECIFICATIONS PURSUANT TO K-G.7.4.2# - SLASH TREATMENT REQUIREMENTS (02/02)

SLASH PLANS AND SPECIFICATIONS
FOR WHOLE TREE YARDING AND LEAVE TOPS ATTACHED YARDING
(Pursuant to K-G.7 and K-G.7.4.2#)

1. Whole Tree Yarding:

All trees meeting Utilization Standards which are less than 60 feet in length are required to be Whole Tree Yarded to the landing. Any portions of live trees which break during falling or yarding, and are 6 feet or more in length shall be yarded to the landing.

2. Leave Top Attached Yarding:

All trees meeting Utilization Standards which are 60 feet in length and greater are required to have tops and limbs attached to the last log while being yarded to the landing. Any portions of live trees which break and/or cut during felling or yarding, and are 6 feet or more in length shall be yarded to the landing.

3. Applicable Area

Purchaser shall yard and dispose of slash, in accordance with specifications, where shown on the Contract Area and Slash Disposal Map in the following Subdivisions: ALL

4. Disposal of Yarded Material

Tops yarded to the landing, as defined in K-G.7, shall be considered landing slash and shall be disposed of as such.

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

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