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DIVISION A- Specific Conditions. The following conditions apply to the indicated portions.

A.1 Location and Area:

This Contract Area of 3,875 acres is located near the town of Bly, OR in T36S R16-17E and T37S R16-17E. Willamette Meridian, Lake County, OR.

A.2 Volume Estimate and Utilization Standards

Species Group	Product	Estimated Quantity	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (DBH) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Scale in % Gross Scale ^{1/}
Ponderosa pine	Sawtimber	3,059	Tons	9.0	1	16	6.0	40
White fir and other coniferous species	Sawtimber	132,699	Tons	7.0	1	8	6.0	40
Timber Subject to Agreement								
Combined Softwood	Green Bio CV	Unestimated	Tons	NA	NA	NA	NA	NA
Combined Softwood	Sawtimber	Unestimated	Tons	NA	NA	NA	NA	NA
Total Quantity		135,758						

^{1/} Enter Merchantability Factor (Merch. Factor) or Net Scale in % of Gross Scale, whichever is appropriate.

A.3 Timber Designations, acres are approximate:

	Number	Acres
Clearcutting Units (B2.31)		
Overstory Removal Units (B2.33)		
Understory Removal Units (B2.34)		
Individual Trees (B2.35)		
Designation by Description or Prescription (C2.351-C2.355)	25	3,875

A.4 RESERVED

A.5 RESERVED

A.6 High Stumps

Species	Product	Maximum Stump Height (inches)
All	All	12

A.7 Roads

Name and Date of Governing Road Specifications: *FP-14 Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects*, as amended and supplemented.

Project		Design Class	Approx. Length (mi./km.)	Sheet Numbers and Approval Dates	Performance Responsibility		
Road No.	Name				Survey	Design	Const. Staking
N/A							

A.8 RESERVED

A.9 Scaling Instructions and Specifications

Name and Date of Governing Instructions: FSH 2409.11a, National Forest Cubic Log Scaling Handbook, as amended and supplemented. Purchaser agrees to provide conditions suitable for remote check scaling by the Forest Service. Check scaling will be performed at individual scaling locations.

Scaling Specifications

Species	Product	Maximum Scaling Length (feet)	Trim Allowance		
			Diameter Range (inches)	Length Range (feet)	Trim Allowance (inches)
All	Sawtimber	20	ALL	ALL	6

A.10 Scaling Services

Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit \$
Ton	Requested by the Contractor, agreed to by the Forest Service	Total (100%) Weight Scale	.00

APPLICABLE REGIONAL CLAUSES MAY BE ADDED

UNITED STATES DEPARTMENT OF AGRICULTURE
Forest Service

TIMBER REMOVAL SPECIFICATIONS

CLAUSES FOR SCALED TIMBER REMOVAL CONTRACTS
(Applicable to Contracts to be Measured After Felling)

This Division is organized into Parts, Sections, Subsections, and Items. These are numbered in accordance with the following scheme: Part B1.0, Section B1.1, Subsection B1.11, and Item B1.111. References to a Part include all Sections, Subsections, and Items within that Part; references to a Section include all Subsections and Items within that Section; and references to a Subsection include all Items within that Subsection. Cross-references within this contract cite the reference number of the applicable Division, Part, Section, Subsection, and Item. Descriptive headings used are not to be considered in determining the rights and obligations of the parties hereunder.

The Standard Clauses in this Division are subject to Specific Conditions of the contract stated in Division A. Wherever appropriate, Specific Conditions established in Division A are herein cited by reference number. References to Standard Clauses also apply to Special C Clauses with the same numbers. These clauses are applicable only to the timber removal portion of the Corral G to Z IRSC Stewardship Contract except where otherwise specifically referenced. “Timber” when used in this appendix includes timber and other products.

B1.0—CONTRACT AREA

B1.1 Contract Area Map.

The boundaries of “Contract Area” and any subdivision thereof, are as shown on the attached “Contract Area Map” that is made a part hereof, and were, before contract solicitation, designated on the ground by Forest Service to meet the anticipated needs of the parties. The location of Contract Area and its approximate acreage are stated in Division A. Subdivisions may be revised and additional ones may be established only by written agreement.

Where applicable, the following are also identified on Contract Area Map:

- (a) Identified claims limiting Contractor’s rights under B1.2
- (b) Subdivisions defined in B2.3 where timber is to be Marked after date of contract solicitation
- (c) Boundaries of Clearcutting Units, Overstory Removal Units, and Understory Removal Units under B2.3
- (d) Diameter limits for Overstory Removal Units and Understory Removal Units under B2.33 and B2.34
- (e) Areas where leave trees are Marked to be left uncut under B2.35
- (f) Roads
- (g) Sources of base course, surface rock, and rock riprap listed in the Schedule of Items
- (h) Roads where log hauling or use is prohibited or restricted
- (i) Roads and trails to be kept open
- (j) Improvements to be protected
- (k) Locations of known wildlife or plant habitat and cave resources to be protected
- (l) Locations of areas known to be infested with specific invasive species of concern
- (m) Maximum stump heights when more than one height is listed by areas in Division A6 under B6.412
- (n) Skidding or yarding methods specified under B6.42
- (o) Streamcourses to be protected

- (p) Locations of meadows requiring protection
- (q) Locations of wetlands requiring protection
- (r) Locations of temporary roads to be kept open; and
- (s) Other features required by Division B or C.

B1.2 Claims. Valid claims are excluded from Contract Area, except those on which timber cutting is authorized in writing by the claimant and except mining claims on which cutting is authorized by the Act of July 23, 1955 (30 USC 614). Claims that limit Contractor's rights to operate under this contract and that Forest Service has been able to identify are shown on Contract Area Map. Contractor is not obligated to operate contrary to existing claim limitations. Forest Service shall designate boundaries of claims on the ground to the extent necessary to identify Included Timber.

B2.0—TIMBER SPECIFICATIONS

B2.1 Included Timber. "Included Timber" consists of:

B2.11 Standard Timber Live and dead trees and portions thereof that meet Utilization Standards under B2.2 and are designated for cutting under B2.3.

B2.12 Substandard Timber. Live and dead trees that:

- (a) Do not meet Utilization Standards and
- (b) Are located in Clearcutting Units or construction clearings or are otherwise designated for cutting.

B2.13 Damaged Timber.

B2.131 Damaged by Contractor. Undesignated live trees meeting Utilization Standards:

- (a) Within 200 feet slope distance from centerline of roads constructed hereunder that are damaged by Contractor's construction to the extent that considerable deterioration or mortality is imminent and are designated by Forest Service for felling before the nearest road segment is Substantially Completed or
- (b) That are damaged by Contractor in logging or stewardship project operations and are subsequently Marked before Contractor has completed work in the immediate area.

By agreement, such trees may be left without charge if their removal would cause undue damage or be grossly uneconomic.

B2.132 Negligent or Willful Damage. Undesignated timber meeting Utilization Standards and unnecessarily damaged or negligently or willfully cut by Contractor, if included by Contracting Officer.

B2.134 Minor Damage by Natural Causes. Undesignated trees within Contract Area and meeting Utilization Standards, that become insect infested, wind-thrown, suffer serious damage, or die, as designated by agreement.

B2.14 Unintentionally Cut Timber. Trees, within or immediately adjacent to Contract Area or other authorized clearing outside Contract Area, not designated for cutting under B2.3 but that are cut through mistake by Contractor, when included by Contracting Officer.

B2.15 Construction Timber. Trees to be used for construction under this contract.

B2.16 Other Material. Species or products not listed in the contract, upon written approval of Forest Service.

B2.2 Utilization and Removal of Included Timber. “Utilization Standards” for trees and minimum pieces are stated in Division A2. To meet minimum tree specifications, trees must equal or exceed tree diameters listed in Division A2 and contain at least one minimum piece. Except for timber required or authorized to be left Contractor shall fell and buck such trees and shall remove from Contract Area and present for Scaling all pieces that:

- (a) Meet minimum piece standards in Division A2 or
- (b) Do not meet such standards but would have qualified as part of minimum pieces if bucking lengths were varied to include such material.

B2.3 Timber Designations. Timber designated for cutting shall be confined to Contract Area, except as otherwise provided. Contract Area Map indicates subdivisions, if any, where Marking is to be done after contract solicitation, except for construction clearing, minor changes, and damaged timber. The boundaries of Clearcutting Units, Overstory Removal Units and Understory Removal Units were plainly Marked on ground before contract advertisement and are shown on Contract Area Map. Boundary trees shall not be cut. The number of units and approximate acreage of timber designations are stated in Division A3.

B2.31 Clearcutting Units. All trees that meet Utilization Standards within “Clearcutting Units” are designated for cutting.

B2.32 Construction Clearing. All timber is designated for cutting that is within the clearing limits of roads constructed hereunder or is in other authorized clearings. All dead or unstable live trees are designated for cutting that are sufficiently tall to reach Contractor’s landings, work areas, or the roadbed of Temporary Roads when Marked in advance of work in the immediate area. Pieces meeting Utilization Standards from such dead or unstable live trees shall be removed unless there is agreement that to do so could damage the road. Such designation may be revised as part of agreed changes in road locations.

B2.33 Overstory Removal Units. All trees within “Overstory Removal Units” are designated for cutting when they meet Utilization Standards and equal or exceed the diameter limits shown on Contract Area Map.

B2.34 Understory Removal Units. All trees within “Understory Removal Units” are designated for cutting when they meet Utilization Standards and are smaller than the diameter limits shown on Contract Area Map.

B2.35 Individual Trees. All trees to be cut, other than in the units described in B2.31, B2.32, B2.33, and B2.34, are Marked or designated by description. Trees are “Marked” when individually designated by Forest Service with paint marks above and below stump height. Contract Area Map indicates areas plainly identified on the ground where leave trees are Marked to be left uncut.

B2.37 Minor Changes. Within Contract Area, minor adjustments may be made in boundaries of cutting units or in the timber individually Marked for cutting when acceptable to Contractor and Forest Service.

B2.4 Volume Estimate. The estimated volumes of timber by species designated for cutting under B2.3 and expected to be cut under Utilization Standards are listed in Division A2. If Contract Area Map indicates that there are incompletely Marked subdivisions, the objective of Forest Service shall be to designate for cutting in such subdivisions sufficient timber so that Contract Area shall yield the approximate estimated volume by species or species groups stated in Division A2. However, the estimated volumes stated in Division A2 are not to be construed as guarantees or limitations of the timber volumes to be designated for cutting under the terms of this contract.

B3.0—RATES OF PAYMENT

B3.1 Current Contract Rates. Included Timber that is removed by Contractor and presented for Scaling in the product form stated in Division A2 shall be paid for at Current Contract Rates determined under this Section. “Current Contract Rates” shall be Flat Rates. Flat Rates shall be those listed in the Schedule of Items – Timber/Product Removal Price Schedule. In the event contract time is adjusted, Current Contract Rates shall be continued in the same manner as immediately prior to the adjustment period. In addition, Required Deposits, if applicable, shall be made as listed in C5.32# and C6.816#.

B3.4 Other Payment Rates.

B3.41 Material Not in Division A2. Incidental amounts of products or portions of trees of species that do not meet Utilization Standards may be removed without charge. Such material may be purposely removed in more than incidental amounts without charge upon written approval of Contracting Officer, and subject to agreement on deposits if needed for road maintenance and use. Other species or products not listed may be cut and removed upon written approval of Contracting Officer and subject to agreement on rates of payment. Timber for which the quantity is not included in the estimate, shall be paid for at Current Contract Rates and Required Deposits.

B3.42 Timber Cut Through Mistake. Undesignated timber meeting Utilization Standards, cut by Contractor through mistake and included by Contracting Officer under B2.14, shall be removed and paid for at Current Contract Rates and Required Deposits, unless such material is not listed in Division A2. In such event, Contracting Officer, in accord with standard Forest Service methods, shall establish rates to be paid.

B3.43 Designated Timber Cut But Not Removed. Standard timber shall be removed, as provided in B2.2, prior to acceptance of a subdivision. There shall be no charge when:

- (a) The leaving of incidental material is justified under existing conditions, or
- (b) Cut timber is left by option or requirement.

B3.44 Undesignated Timber Damaged Without Negligence. Undesignated timber meeting Utilization Standards, damaged without negligence by Contractor and designated by Forest Service under B2.131, shall be cut, removed, and paid for at Current Contract Rates and Required Deposits.

B3.45 Undesignated Timber Unnecessarily Damaged or Negligently or Willfully Cut. Undesignated timber meeting Utilization Standards and unnecessarily damaged or negligently or willfully cut by Contractor, if included by Forest Service, shall be cut, removed, and paid for at Current Contract Rates and Required Deposits that are in addition to liquidated damages under B3.46.

If such timber is of a species or size not listed in Division A2 or is of a quality different from designated timber, Contracting Officer shall establish payment rates in accord with standard Forest Service methods.

B3.46 Liquidated Damages. Unnecessary damage to or negligent or willful cutting of undesignated timber, as described in B3.45, on portions of Contract Area cut over under this contract is likely to cause 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 an amount equivalent to the amount payable at Current Contract Rates. If designated by Contracting Officer, Contractor shall remove such damaged or cut timber and pay for it at Current Contract Rates.

B3.47 Defect Caused by Abnormal Delay. Scaling deductions made for rot, check, or other defect resulting from abnormal delay in Scaling caused by Contractor shall be recorded separately and charged to Integrated Resource Account at Current Contract Rates and applicable deposits.

B4.0—PAYMENTS

B4.1 Amount Payable for Timber. Current Contract Rates and Required Deposits in effect when the timber is Scaled shall be applied to the Scaled volume to determine the amount Contractor shall pay.

B4.2 Integrated Resource Account. “Integrated Resource Account” is an account maintained by Forest Service of all Contractor’s deposits, credits, payment guarantees, and the charges for:

- (a) Timber at Current Contract Rates
- (b) Slash disposal, road maintenance at Required Deposit rates
- (c) Stewardship Credits established
- (d) Contract Scaling Deposits, and
- (e) Other charges provided in this contract.

Cash deposits and Stewardship Credits earned shall be recorded currently in such account.

Charges for timber cut shall be made when Forest Service prepares and furnishes to Contractor periodic statements of volume and value of such timber cut and Scaled. Charges against Stewardship Credits shall be limited to timber value in excess of Required Deposits. Required Deposits, and Other Charges shall be paid in cash.

B4.21 Cash Deposits. Within the limitations of this Subsection, Contractor shall make cash deposits to meet Contractor’s obligations within 15 days of billing by Forest Service. Deposits shall be made to Forest Service, U.S.D.A., by mail or delivery to the address to be furnished by Forest Service. Forest Service shall explain the bill at the time it requests each deposit.

B4.215 Deposits When Payment Guaranteed. To the extent payment guarantee is provided under Clause entitled, “PRODUCT PAYMENT GUARANTEE” requirements for advance cash deposits shall be waived for the value of Product on contract area that is cut, but not removed, and for the value of Products removed from contract area, up to limit of remaining stewardship credits to be earned and exchanged for value of included product except for Required Deposits and Associated Charges. Associated charges shall be waived for not more than one monthly billing period.

B4.218 Cooperative Deposits. On a basis of cooperation or assistance (16 USC 572) and by a written agreement, Forest Service shall perform all or portions of the work that Contractor is obligated to perform under this contract, as well as furnish other Services in connection with activities under this contract. When Forest Service is to perform such work, Contractor shall make one or more deposits to cover the estimated cost of the work. On request of Contractor, Forest Service shall render monthly accounts, as may be specified in such agreement.

B4.24 Refund after Scaling Completed. Any cash deposit, in excess of that required to meet charges under B4.2, shall be refunded or transferred within 15 days of Contractor’s request after Scaling is completed, except for amounts estimated to be required under B9.5.

B4.4 Payments Not Received. (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 for receipt of payment, 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 B4.218; and
- (iii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection for receipt of payment shall be considered non-compliance. The non-compliance shall be remedied within 30-days which begins 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 non-compliance. 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.

B5.0—TRANSPORTATION FACILITIES

B5.1 Authorization. Contractor is authorized to construct and maintain roads, bridges, and other transportation facilities, as needed for harvesting Included Timber and completing stewardship service items on National Forest and other lands where Forest Service has such authority. Maintenance shall be governed by Appendix C. Road reconstruction shall be governed by Appendix D. The location and clearing widths of all Temporary Roads or facilities shall be agreed to in writing before construction is started. "Temporary Roads" are roads other than roads listed in Appendix D that are constructed by Contractor for the purpose of harvesting Included Timber or completing stewardship service items. Contractor is authorized to cut and use for construction, without charge, construction timber designated by agreement.

B5.12 Use of Roads by Contractor. Except as provided herein, Contractor is authorized to use existing National Forest system roads when Forest Service determines that such use will not cause damage to the roads or National

Forest resources. C5.12# lists existing roads shown on Contract Area Map that for such reasons as limitations in structural capacity, safety, and protection of soil, water, and roads:

- (a) Cannot be used for log hauling or
- (b) May be used only under the restrictive limitations stated therein.

B6.0—OPERATIONS

B6.3 Control of Operations. Under this contract, “Contractor’s Operations” shall include activities of or use of equipment of Contractor, Contractor’s employees, agents, Subcontractors, or their employees or agents, acting in the course of their employment in operations hereunder on National Forest lands or within Forest Service protection boundary (unless acting under the immediate supervision of Forest Service).

Contractor’s Operations shall be conducted in a workmanlike and orderly manner. The timing of re- quired Forest Service designation of work on the ground and the performance of other Forest Service work shall not be such as to cause unnecessary delay to Contractor.

B6.33 Safety. Contractor’s Operations shall facilitate Forest Service’s safe and practical inspection of Contractor’s Operations and conduct of other official duties on Contract Area. Contractor has all responsibility for compliance with safety requirements for Contractor’s employees.

In the event that Contracting Officer identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract shall be modified and Contractor may request an adjustment in Current Contract Rates to compensate for the changed conditions.

Unless otherwise agreed in writing, when Contractor’s Operations are in progress adjacent to or on Forest Service controlled roads and trails open to public travel, Contractor shall furnish, install, and maintain all temporary traffic controls that provide the user with adequate warning of hazardous or potentially hazardous conditions associated with Contractor’s Operations. Contractor and Forest Service shall agree to a specific Traffic Control Plan for each individual project prior to commencing operations. Devices shall be appropriate to current conditions and shall be covered or removed when not needed. Except as otherwise agreed, flagmen and devices shall be as specified in the “Manual on Uniform Traffic Control Devices for Streets and Highways” (MUTCD) and as shown on Plans, Contract Area Map, Traffic Control Plan, or in specifications attached hereto.

B6.341 Prevention Of Oil Discharges. If Contractor maintains storage facilities for oil or oil products on Contract Area, Contractor shall take appropriate preventative measures to ensure that any harmful discharge of such oil or oil products does not enter into or upon any navigable waters, adjoining shorelines, or other waters of the United States, as prescribed in 40 CFR 110. As soon as Contractor has knowledge that measures, as described in the Sanitation and Servicing clause fail to prevent a discharge into or upon navigable waters or adjoining shorelines of the United States, Contractor shall notify the Contract Officer or Contract Officer Representative, the National Response Center and any other appropriate State agencies. In accordance with 40 CFR 110.6, all harmful discharges that occur as a direct or indirect result of Contractor’s operations, regardless of whether such discharges are caused by Contractor’s employees, agents, Subcontractors, or their employees or agents, directly or indirectly, as a result of Contractor’s Operations must be reported.

Harmful discharges of oil are those that violate applicable State water quality standards, cause a film or sheen on the water’s surface, or leave sludge or emulsion beneath the surface of the water or adjoining shorelines regardless of the amount of material discharged (40 CFR 110.3). As such reporting is not triggered by the amount of the discharge but by the presence of the criteria prescribed in 40 CFR 110.3. Harmful discharges meeting the criteria in 40 CFR 110 must be reported by Contractor. Contractor shall take whatever initial action may be safely

accomplished to control all reportable discharges. Appropriate actions include but are not limited to containment, sorbents or dispersants as needed or as prescribed by the Spill Prevention Control and Countermeasures Plan pursuant to 40 CFR 112. Contractor shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan pursuant to EPA requirements as stated in 40 CFR 112 when the following conditions are met:

(a) Contractor maintains above ground storage facilities, including mobile storage, for oil or oil products on the Contract Area and the total storage capacity for these products exceeds 1,320 gallons in either a single container of greater than 1,320 gallons, or in multiple containers of 55 gallons or greater, and

(b) there is a reasonable expectation that a harmful discharge could reach navigable waters of the United States, adjoining shorelines or other waters as prescribed in 40 CFR 112.

Reasonable expectation for a discharge reaching navigable waters is based on the location of the storage facility to streams, ditches, gullies, or permanent water bodies that could be impacted as well as drainage patterns, soil conditions, precipitation runoff and the volume of material potentially spilled. The SPCC Plan shall outline measures which will prevent discharges from reaching navigable waters, adjoining shorelines, or other waters of the United States. According to §112.1(d)(1)(i), the determination of reasonable expectation for a harmful discharge must be based solely upon consideration of the geographical and locational aspects of the facility. If a Contractor makes a determination that, due to the location, the facility cannot reasonably be expected to discharge oil as described in §112.1(b), Contractor should be prepared to provide the rationale and any supporting documentation, if requested by the Contracting Officer, that explains why the facility does not have an SPCC Plan.

B6.342 Hazardous Substances. Contractor shall notify the National Response Center and Contracting Officer of all releases of reportable quantities of hazardous substances on or in the vicinity of Contract Area that are caused by Contractor's employees, agents, Subcontractors or their employees or agents, directly or indirectly, as a result of Contractor's Operations, in accordance with 40 CFR 302.

B6.36 Acceptance of Work. Upon Contractor's written request and assurance that work has been completed, Forest Service shall perform an inspection within 5 days, excluding weekends and Federal holidays, so as not to delay unnecessarily the progress of Contractor's Operations. Such a request may be for acceptance of:

(a) Specific requirements on a subdivision of Contract Area (such as logging, slash disposal, erosion control, or snag felling); or

(b) All contract requirements on a subdivision of Contract Area.

Forest Service may perform such inspections without request from Contractor.

Within 2 days of inspection, excluding weekends and Federal holidays, Forest Service shall furnish Contractor with written notice either of acceptance or of work remaining to be done.

In the event that Forest Service is unable to make such inspection within 5 days of Contractor's request, Contractor shall be notified in writing of necessity for postponement and time when inspection can be made.

B6.4 Conduct of Logging. Unless otherwise specifically provided herein, Contractor shall fell trees designated for cutting and shall remove the portions which meet Utilization Standards, except for occasional trees inadvertently not cut or trees or pieces not removed for good reason, including possible damage to forest resources or gross economic impracticability at the time of removal of other timber. Logging shall be conducted in accordance with the following, unless other clauses set forth requirements to meet special or unusual logging conditions:

B6.41 Felling and Bucking. Felling shall be done to minimize breakage of Included Timber and damage to residual timber. Unless agreed otherwise, felling shall be done by saws or shears. Bucking shall be done to permit removal of all minimum pieces set forth in Division A2. Contractor may buck out cull material when necessary to produce pieces meeting Utilization Standards. Such bucked out material shall contain a minimum amount of sound wood, not in excess of the net scale in percentage of gross scale, or based on the merchantability factor, whichever is

stated in Division A2. If necessary to assess the extent of defect, Contractor shall make sample saw cuts or wedges.

B6.411 Felling in Clearings. Insofar as ground conditions, tree lean, and shape of clearings permit, trees shall be felled so that their tops do not extend outside Clearcutting Units, construction clearings, and areas of regeneration cutting.

B6.412 Stump Heights. Stumps shall not exceed, on the side adjacent to the highest ground, the maximum heights set forth in Division A6, except that occasional stumps of greater heights are acceptable when Contractor determines that they are necessary for safe and efficient conduct of logging. Unless otherwise agreed, Contractor shall re-cut high stumps so they will not exceed heights specified in Division A6 and shall dispose of severed portions in the same manner as other logging debris. The stump heights shown in Division A6 were selected with the objective of maximum reasonable utilization of the timber, unless Contract Area Map shows special areas where stump heights are lower for aesthetic, land treatment, or silvicultural reasons.

B6.413 Bucking Lengths. Trees shall be bucked in various lengths to obtain the greatest utilization of material meeting Utilization Standards.

B6.414 Limbing. When Forest Service determines it is necessary to minimize damage to the residual stand during skidding, Contractor shall cut exposed limbs from products prior to skidding. Contractor may leave uncut those limbs that cannot be cut with reasonable safety.

B6.42 Skidding and Yarding. Methods of skidding or yarding specified for particular areas, if any, are indicated on Contract Area Map. Outside Clearcutting Units and construction clearings, insofar as ground conditions permit, products shall not be skidded against reserve trees or groups of reproduction and tractors shall be equipped with a winch to facilitate skidding.

B6.421 Rigging. Insofar as practicable, needed rigging shall be slung on stumps or trees designated for cutting.

B6.422 Landings and Skid Trails. Location of all landings, tractor roads, and skid trails shall be agreed upon prior to their construction. The cleared or excavated size of landings shall not exceed that needed for efficient skidding and loading operations.

B6.423 Skidding on Roads. Products may be skidded on permanent roads authorized for hauling only by prior written agreement.

B6.424 Arches and Dozer Blades. Skidding tractors equipped with pull-type arches or dozer blades wider than tractor width or C-frame width, whichever is greater, shall not be used in residual timber outside Clearcutting Units and other authorized clearings, except on constructed tractor roads or landings, unless there is written agreement that residual timber will not be damaged materially by such use.

B6.63 Temporary Roads. As necessary to attain stabilization of roadbed and fill slopes of Temporary Roads, Contractor shall employ such measures as out-sloping, drainage dips, and water-spreading ditches.

After a Temporary Road has served Contractor's purpose, Contractor shall give notice to Forest Service and shall remove bridges and culverts, eliminate ditches, outslope roadbed, remove ruts and berms, effectively block the road to normal vehicular traffic where feasible under existing terrain conditions, and build cross ditches and water bars, as staked or otherwise marked on the ground by Forest Service. When bridges and culverts are removed, associated fills shall also be removed to the extent necessary to permit normal maximum flow of water.

B6.64 Landings. After landings have served Contractor's purpose, Contractor shall ditch and slope them to permit water to drain or spread. Unless agreed otherwise, cut and fill banks around landings shall be sloped to remove overhangs and otherwise minimize erosion.

B6.65 Skid Trails and Fire Lines. Contractor shall construct cross ditches and water-spreading ditches on tractor roads and skid trails, where staked or otherwise marked on the ground by Forest Service. Forest Service shall designate cross ditching on Contractor-built fire lines prior to or during construction. By agreement, Contractor may use other comparable erosion control measures, such as backblading skid trails, in lieu of cross ditching.

B6.66 Current Operating Areas. Where logging, road construction, or other stewardship project work is in progress but not completed, unless agreed otherwise, Contractor shall, before operations cease annually, remove all temporary log culverts and construct temporary cross drains, drainage ditches, dips, berms, culverts, or other facilities needed to control erosion.

Such protection shall be provided, prior to end of Oct. 31, for all disturbed, unprotected ground that is not to be disturbed further prior to end of operations each year, including roads and associated fills, tractor roads, skid trails, and fire lines. When weather permits, operations during Nov. 1 – Apr. 1, Contractor shall keep such work on any additional disturbed areas as up to date as practicable.

B6.67 Erosion Control Structure Maintenance. During the period of this contract, Contractor shall provide maintenance of soil erosion control structures constructed by Contractor until they become stabilized, but not for more than 1 year after their construction. Contractor shall not be responsible for repair of such structures damaged by other National Forest users whose activities are not a part of Contractor's Operations.

B6.7 Slash Disposal. Contractor's timing of product removal and preparatory work shall not unnecessarily delay slash disposal. Specific slash disposal measures to be employed by Contractor are stated in elsewhere herein and are in addition to Required Deposits for slash disposal.

B6.8 Scaling. "Scaling," as used herein, involves:

- (a) Various volume determination methods, such as log rule, sampling, measuring, linear measuring,
- (b) Various sites, such as truck Scaling stations, rollways, weighing stations, woods landings, water Scaling stations, or other sites; and
- (c) Various geographic locations.

B6.81 Scaling Services. Scaling services shall be performed by Forest Service personnel or parties under contract to Forest Service, except that weighing services may be performed by personnel or parties approved by Forest Service. Scaling shall be provided in accordance with the instructions and specifications in Division A9. Scalers shall be currently certified to perform accurate Scaling services. The Scaling services provided shall be selected exclusively by Forest Service.

Scaling services may be Continuous, Intermittent, or Extended. "Continuous Scaling Services" is Scaling at one site five (5) 8-hour shifts a week, exclusive of Sundays and Federal holidays. "Intermittent Scaling Services" are non-continuous Scaling services. "Extended Scaling Services" are Scaling services exceeding Continuous Scaling Services and may include Sundays and designated Federal holidays.

Upon written request of Contractor and approval of Contracting Officer, Forest Service may provide other services, such as but not limited to grading, tagging, or marking of Scaled logs.

B6.811 Scaling Location. Forest Service shall provide Scaling services at the Scaling site(s) shown in Division

A10. The Scaling site(s) shown in Division A10 normally will be a non-exclusive site where more than one National Forest contractor may be served.

Contractor may request, in writing, an alternate Scaling site, such as at a private mill yard, private truck ramp, or a privately operated log transfer facility. Contracting Officer may approve an alternate Scaling site, when Contracting Officer determines that Scaling conditions at an alternate site are acceptable. Such conditions shall include at a minimum:

- (a) Scaler safety and comfort,
- (b) Product accountability and security,
- (c) Facilities and practices conducive to accurate and independent Scaling, and
- (d) The ability to provide for remote check Scaling. Upon approval of an alternate Scaling site, Forest Service and Contractor shall enter into a written memorandum of agreement governing Scaling at that alternate location. Contractor agrees that Forest Service personnel or persons under contract with Forest Service shall perform Scaling services at an alternative Scaling site. In no instance shall Contractor or employees of Contractor perform Scaling services.

B6.812 Scaling Adjustments. Forest Service shall check the accuracy of the Scaling performed on National Forest logs. Scaling will be satisfactory if performed within the accuracy standards stated in governing instructions identified in Division A9. In the event Forest Service check Scale(s) shows a variance in net Scale in excess of the allowable variance, an adjustment to volume reported Scaled may be made by Forest Service.

Such adjustment will be based on the difference between Forest Service check Scale(s) and original Scale for contract volume Scaled within the adjustment period. The volume to which this difference will be applied will be:

- (a) One-half of the volume Scaled between the last satisfactory check Scale and the first unsatisfactory check Scale or, if a period of 120 days or more occurs without Scaling National Forest timber for stumpage, the adjustment will be applied to 100 percent of the volume Scaled after this period and
- (b) 100 percent of the volume Scaled between unsatisfactory check Scales and
- (c) One-half of the volume Scaled between the last unsatisfactory check Scale and the next satisfactory check Scale, or if no satisfactory check Scale is completed and a period of 120 days or more occurs without Scaling of National Forest timber for stumpage, the adjustment will be applied to 100 percent of the volume Scaled since the last unsatisfactory check Scale.

Adjustments may increase or decrease the original Scaled volume. Adjustments will be applied to Integrated Resource Account to correct charges for Included Timber, plus deposits, Scaled during the adjustment period.

B6.813 Delayed or Interrupted Scaling Services. In the event Scaling services are delayed or interrupted, Contractor shall discontinue hauling. Contractor further agrees that no logs will be presented for Scaling outside agreed upon Scaling services schedule.

B6.814 Weighing Services. Weighing services for stumpage payment purposes may be provided by either public or privately owned and operated weighing facilities. A "Weighing Services Agreement," approved by the Forest Supervisor, must be executed at each weighing facility providing weighing services.

Scales used to weigh National Forest products for payment purposes must be a currently certified scale in accordance with State law and be capable of weighing the entire load of logs in a single operation. The weighing of less than the entire load or weighing two loads at once is prohibited. Unless otherwise agreed, the minimum sized weighing facility shall be a 60-ton capacity scale with a 10-foot by 70-foot platform or larger. The weighmaster must work in a position where it is possible to verify that the truck wheels are on or off the scales.

Weighing facilities shall meet the following minimum requirements:

- (a) Be an electronic design,
- (b) Use electronic load cells or have a fully enclosed and sealed weigh-beam,
- (c) Have digital weight meters sealed with a seal approved by the State,
- (d) Have a zero-interlocking device on the printer,
- (e) Have an automatic zero-setting mechanism,
- (f) Have an automatic motion-detecting device,
- (g) Be shielded against radio or electromagnetic interference, and
- (h) Have a date and time stamp and gross and tare weights that print electronically with each weighing.

Contracting Officer may waive electronic printing for public or third-party weighing facilities.

Contractor shall bear all charges or fees for weighing services.

B6.82 Presentation for Scaling. Contractor shall present products so that they may be Scaled in an economical and safe manner. If prior to Scaling, Included Timber is to be mixed with other timber, Contractor shall, prior to mixing, provide for distinguishing, by means approved by Forest Service, each product included in this contract.

Trees or pieces presented for Scaling that have not been bucked to separate material meeting minimum piece standards from material not meeting minimum piece standards due to diameter, shall be Scaled as though such bucking had been done.

Deductions made for rot, check, or other defects resulting from abnormal delay in Scaling caused by Contractor shall be recorded separately and charged to Integrated Resource Account under B3.47.

Any timber that has been removed from Contract Area during the period of this contract, but remains unscaled after the Period of Performance Date, shall be Scaled at the earliest reasonable date.

B6.83 Scaling Other Products. The Scaled volume of material presented for Scaling in forms other than those stated in Division A2, when appropriate, shall be converted to the Division A2 unit of measure by the application of standard converting factors and procedures in effect at the time the contract was sold. Other converting factors may be used by written agreement.

B6.84 Accountability. When Scaling is performed away from Contract Area, products shall be accounted for in accordance with Forest Service written instructions or an Accountability Agreement between Forest Service and Contractor and as follows:

- (a) Contractor shall plainly mark or otherwise identify products prior to hauling in accordance with B6.842.
- (b) Forest Service shall issue removal receipts to Contractor.
- (c) Contractor shall assign a competent individual at the landing to complete removal receipts and attach them to each load of products removed from Contract Area.
- (d) Removal receipts shall be returned to Forest Service at periodic intervals.
- (e) When products are in transit, the truck driver shall possess or display removal receipt and show it upon request as evidence of authority to move products.
- (f) The scaler's portion of removal receipt shall be surrendered at point of Scaling, the unloading point, or as requested by Forest Service; and
- (g) Contractor shall notify Forest Service of lost or off-loaded logs and their location within 12 hours of such loss.

Contractor shall not place products in storage for deferred Scaling until an accountability system has been agreed to in writing for a stated period.

B6.841 Route of Haul. As part of the annual Operating Schedule, Contractor shall furnish a map showing and designating the route of haul over which unscaled products will be transported from Contract Area to the approved Scaling location. A written description of the haul route will not be accepted as a substitute for a map. Such designated route of haul shall be the most economical haul route available between the points. The estimated average haul time from the Contract Area to the approved scaling location shall be documented on the map showing the route of haul.

Upon advance written agreement, other routes may be approved. All unscaled products removed from Contract Area shall be transported over the designated routes of haul.

Contractor shall notify Forest Service when a load of products, after leaving Contract Area, will be delayed in reaching Scaling location by more than 12 hours past the estimated average haul time documented on the map showing the route of haul.

Contractor shall require truck drivers to stop, if requested by Forest Service, for accountability checks when products are in transit from Contract Area to the designated Scaling location.

Contractor and Forest Service shall agree to locations for accountability checks in advance of haul. Such locations shall be established only in areas where it is safe to stop trucks. Forest Service shall notify Contractor of the methods to be used to alert truck drivers of an impending stop.

B6.842 Product Identification. Before removal from Contract Area, unless Contracting Officer determines that circumstances warrant a written waiver or adjustment, Contractor shall:

- (a) Hammer brand all products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter.
- (b) West of the 100th meridian, paint with a spot of highway-yellow paint all domestic processing products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter. Each paint spot must be no less than three (3) square inches in size.
- (c) Contracting Officer shall assign brands and, if Contract Area is within a State that maintains a log brand register, brands shall be registered with the State. Contractor shall use assigned brand exclusively on logs from this contract until Contracting Officer releases brand. Contractor will furnish and apply highway-yellow paint of a lasting quality (oil-base or equivalent).

All hammer brands and/or highway-yellow paint must remain on logs until they are domestically processed. Contractor shall replace identifying marks if they are lost, removed, or become unreadable. Contractor may remanufacture products into different log lengths. Except for logs remanufactured as part of the mill in-feed process immediately before processing, remanufactured products must be rebranded with the assigned contract brand and repainted with highway-yellow paint, unless otherwise agreed to in writing by Contracting Officer. For such remanufactured products, Contracting Officer may approve use of a brand to be used exclusively as a catch brand, in lieu of the assigned contract brand.

B6.85 Scaling Lost Products. The volume of lost products shall be determined by the best methods currently available, using data from the records for the period in which the loss occurred or the most applicable period if loss should occur substantially after cutting. In the absence of specific information indicating size or species of lost products, species distribution and volume for entire truckloads shall be assumed to be the same as the average volume Scaled per truck during the report period, and for individual products it shall be assumed that the volume and species were the average volume of the highest priced species Scaled during the report period.

B6.851 Scaling Lost Sample Loads. If Scaling is being done by sampling loads of logs, Contractor shall present such sample loads for Scaling by Forest Service. If loads of logs selected to be sample Scaled are placed in the decks before they are Scaled, they will be considered as lost sample loads. It will be difficult, if not impossible, to determine the volume and species contained in such loads for payment purposes. Therefore, lost sample loads will be deemed to have a Scale volume and species composition equal to that of the highest value load Scaled during the sampling period, as established by Forest Service. If no sample loads were Scaled during the period, the Scale data for the high valued load will be taken from the most current preceding sampling period with Scale. Sample loads lost as a result of Forest Service actions shall be treated as non-Scaled loads.

B6.86 Scale Reports. Forest Service shall provide Contractor a copy of Forest Service scaler's record, if requested in writing.

B8.0—OTHER CONDITIONS

B8.1 Title and Liability.

B8.11 Title Passage. All right, title, and interest in and to any Included Timber shall remain in Forest Service until it has been cut, Scaled, removed from Contract Area or other authorized cutting area, and paid for, at which time title shall vest in Contractor. Timber cut under the terms of clause titled Product Payment Guarantee, shall be considered to be paid for. Title to any Included Timber that has been cut, scaled and paid for, but not removed from Contract Area or other authorized cutting area by Contractor on or prior to contract termination, shall remain in Forest Service.

B8.12 Liability for Loss. If Included Timber is destroyed or damaged by an unexpected event that significantly changes the nature of Included Timber, such as fire, wind, flood, insects, disease, or similar cause, the party holding title shall bear the timber value loss resulting from such destruction or damage; except that such losses after removal of timber from Contract Area, but before Scaling, shall be borne by Contractor at Current Contract Rates and Required Deposits. Deterioration or loss of value of salvage timber is not an unexpected event.

In the event Included Timber to which Forest Service holds title is destroyed, Contractor will not be obligated to remove and pay for such timber. In the event Included Timber to which Forest Service holds title is damaged, Contracting Officer shall make an appraisal to determine for each species the difference between the appraised unit value of Included Timber immediately prior to the value loss and the appraised unit value of timber after the loss. Current Contract Rates in effect at the time of the value loss shall be adjusted by differences to become the redetermined rates.

There shall be no obligation for Forest Service to supply, or for Contractor to accept and pay for, other timber in lieu of that destroyed or damaged. This Subsection shall not be construed to relieve either party of liability for negligence.

B8.32 Modification for Catastrophe. In event of Catastrophic Damage, Forest Service, in consultation with Contractor, shall outline on Contract Area Map:

- (a) Any areas of catastrophe-affected live and dead timber meeting Utilization Standards and having undesignated timber so situated that it should be logged with the designated timber;
 - (b) If needed, any such areas where the damaged undesignated timber can reasonably be logged separately; and
 - (c) Areas of affected or unaffected timber that are to be eliminated from Contract Area.
- Forest Service shall locate and post the boundaries of all such areas, as needed.

After Contract Area Map has been outlined under this Subsection, Forest Service may propose contract modification to permit the harvest of catastrophe-affected timber. If Contractor accepts Forest Service proposed modifications, this contract shall be modified per FAR 52.212-4 and other related revisions as necessary, such as revision of Operating Schedule to ensure prompt removal of affected timber when necessary to avoid further loss and provision for additional contract time, if needed.

B8.5 Sale of Other Materials. Forest Service reserves the right to sell from Contract Area during the period of this contract any materials or products not subject to its terms, but shall not permit removal, possession, or use thereof that will materially interfere with Contractor's Operations. Contractor shall not be obligated to do any work made necessary by the action of others.

B9.0—PERFORMANCE AND SETTLEMENT

B9.5 Settlement. If obligations of Contractor have not been fully discharged by Period of Performance, any money advanced or deposited hereunder shall be retained and applied toward unfulfilled obligations of Contractor without prejudice to any other rights or remedies of Forest Service. Such funds may be treated as cooperative deposits under B4.218 for uncompleted work 30 days after receipt of written notice from Contracting Officer to Contractor of work to be done and Contractor's failure to deny the obligation or to do the work.

B9.6 Contract Closure. Contracting Officer shall give appropriate written notice to Contractor when Contractor has complied with the terms of this contract. Contractor shall be paid refunds due from Integrated Resource Account under B4.24 and excess cooperative deposits under B4.218.

C2.11# – TIMBER SUBJECT TO AGREEMENT. (9/04) In addition, there is within Contract Area an un-estimated quantity of:

Species	Product
Softwood, Other	Green Bio CV
Softwood, Other	Sawtimber

that shall be Included Timber upon written agreement.

Note: Subdivisions C1-C32 in the Corral Project Area may contain sawtimber subject to Agreement. See Optional Item 10 in Appendix A for more information. Sawtimber Subject to Agreement is solicited as an unestimated quantity. Removal may be negotiated after award and added through bi-lateral modification at the awarded contract timber rate for Corral Project Area.

C2.3# – RESERVE TREES. (9/04) Notwithstanding the designations for cutting under B2.31, B2.32, B2.33, or B2.34, live or dead 1/ genetic and survey reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Reserve trees are identified by 2/ metal plates and shall be protected in accordance with C6.32# Units with reserve trees are shown on Contract Area Map.

C2.30# - CUTTING UNIT BOUNDARIES (10/2020)

Notwithstanding B2.3, the boundaries of cutting units, or portions of cutting units, are identified as shown on the Cutting Unit Boundary Designation Table below and the Contract Area Map.

Cutting Unit Boundary Designation Table			
Subdivisions	Paint Color	Designation Method	Description
All Subdivisions	N/A	Geo-Fence	See description below.
1, 11, 12, 14, 15, 17, 18, 19, 20, 21, 23, 24	Orange	Marked	Boundary trees are marked with three vertical stripes on three sides of the tree. Two stripes face the direction of adjacent boundary marked trees, and one stripe faces the area of cutting. Subdivision numbers are on every tag that face the area of cutting.
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25	N/A	Discernible Boundary	See description below.

Marked boundary trees shall not be cut.

Discernible Boundaries are boundary locations that are readily identifiable features on the ground in locations shown on the Contract Area Map.

A Geo-Fence is a location on the ground corresponding to the boundary location shown on a mobile mapping device using a Global Positioning System (GPS) Receiver using the digital vector file/shapefile named Corral_5_26_26.shp. The digital vector file/shapefile will be provided to the Contractor by the Forest Service. A digital list of the coordinates can be provided upon request.

Included Timber is located within and not past the boundary as shown on the mobile mapping device using the digital vector file/shapefile listed above. Contractor is responsible for obtaining a GPS receiver(s) that is capable of determining the location of the true Geo-Fence within the contract tolerance. Allowable contract tolerance is 40 feet.

Forest Service inspection of cutting Included Timber to determine if cutting is within allowable contract tolerance, shall use the digital vector file/shapefile named and dated above using a GPS Receiver with a minimum, tested accuracy in a Light-Medium canopy of 20 feet.

National Technology Development Program GPS Receiver accuracy reports by GPS manufacturer and model are available at: <https://www.fs.fed.us/database/gps/mtdcrept/accuracy/index.htm>. Forest Service determination of boundary location will be final.

As an operational convenience and subject to written agreement by the Forest Service, in advance of marking, Contractor may mark Geo-Fence boundaries on the ground with Contractor's non-tracer paint. Boundary trees shall not be identified with paint applied below stump height. Contractor shall bear all costs associated with painting used to visually identify boundaries. Forest Service will not approve or accept the boundaries identified on the ground by the Contractor in advance of cutting.

In case of a major disruption in GPS service, or lack of GPS coverage on the Contract Area beyond the control of the Contractor, as determined by the Contracting Officer, extension of time may be granted by Contracting Officer when requested in writing by Contractor in accordance with 52.212-4 (f) Excusable Delays. To resolve major disruption of GPS service, or lack of GPS coverage on the Contract Area, the Forest Service may elect to Mark Geo-Fence boundaries on the ground, in which case the Forest Service's determination of boundary location will be final.

Contractor may request Forest Service Marking of Geo-Fence boundaries on the ground with paint at Contractor's expense. Approval by the Contracting Officer is subject to agreement based on negotiated cost considerations and the availability of Forest Service personnel. If Contractor's request is approved, Forest Service determination of boundary location will be final.

2.355# – DESIGNATION BY PRESCRIPTION. (7/22) Within Subdivision(s) or cutting unit(s) 1 through 25 (all Subdivisions), as shown on Contract Area Map, the following criteria describing the desired end results shall be used by Contractor to designate trees and other products for cutting and removal that meet Utilization Standards:

- (a) See prescription starting on page 23.
- (b) Additional trees to be cut, if any, are Marked by Forest Service with blue tracer paint.
- (c) Other trees that shall be left uncut are Marked with orange tracer paint.

Contractor is not required to mark cut or leave trees meeting the criteria in (a) in advance of felling.

As an operational convenience and upon approval of the Contracting Officer, Contractor may mark leave trees and/or cut trees Contractor identifies in criteria (a). Leave trees may be marked with Contractor's non-tracer N/A paint. Cut trees may be marked with Contractor's non-tracer N/A paint. Cut trees shall not be marked with paint applied below stump height. Contractor shall bear all costs associated with such marking.

Forest Service will not approve or accept Contractor's tree marking in advance of cutting.

DESCRIPTION PURSUANT TO C2.355# - DESIGNATION BY PRESCRIPTION. (7/22)

Definitions: For all trees that meet A.2 log removal specifications

Aspen Clump: At least 5 healthy (white bark with little to no evidence of disease or damage) live aspen trees at least 5 feet tall. Trees are members of the same clump if they are within 30 feet of at least one other tree in the clump.

Clump: a grouping of 2 or more merchantable trees with interacting crowns. Trees are members of the same clump if they are within 20 feet (measured face-to-face) of at least one other tree in the clump.

Individual Tree: A tree that has no other merchantable tree within 20 feet of its bole.

Codominant/Dominant Tree: Trees that form, or extend above, the general level of the main canopy (from the Dictionary of Forestry, Society of America Foresters).

Diameter at Stump Height (DSH): Diameter of a tree measured perpendicular to the stem outside of the bark at 4 inches on the uphill side of the tree.

Diameter at Breast Height (DBH): Diameter of a tree measured at 4.5 feet above the ground on the uphill side of the tree.

Drip Line: The dripline of a tree is defined as the area located directly under the outer circumference of its branches.

Healthy Tree: live tree with little evidence of insects or disease (Dwarf Mistletoe Rating less than 3, few to no insect pitch tubes), with full crowns (at least 30% live crown ratio) and healthy foliage (not thinning or yellowing). Tree is vigorous, meaning the tree is growing, as can be seen by pointy tops and observable internodes.

- See Dwarf Mistletoe Rating diagram (Figure 5).

Unhealthy Tree: An unhealthy tree will generally have some combination of the following characteristics: small crown (less than 30 percent crown ratio), dead top, multiple dead branches in the crown, sparse crown (reduced needle retention giving a tufted appearance), fading coloration of the crown, dwarf mistletoe in upper and middle thirds of the crown, multiple pitch tubes and/or large patches of missing bark.

Suppressed Tree: A tree whose crown is completely overtopped by the crowns of one or more neighboring trees (Dictionary of Forestry, Society of American Foresters). Suppressed trees often have a low crown ratio (less than 30 percent).

Distances are measured slope distance to face of the tree at DSH.

All live conifer trees within the subdivision, including boundary trees, greater than or equal to minimum DBH in A.2 count towards residual stocking.

These specifications apply only to trees that meet the minimum tree diameter stated in A.2.

**For all trees that meet A.2 log removal specifications
All Subdivisions (1-25)**

End Result: After treatment, these areas will have an average stand density **40 ft²** per acre of basal area (excluding ponderosa pine $\geq 21"$ DBH and 26" DSH) and increased variability in the structure and spatial arrangement of the residual trees in the form of individual trees, clumps, openings, and retention patches. The residual area will have an increase in its mean diameter, a reduction in ladder fuels, as well as a shift in composition and structure towards mature trees, larger trees, fire-adapted conifers, and other desirable species.

A basal area factor of 10 will be used to determine stocking compliance.

Residual stocking objectives: Perform these in order; subsequent objectives do not override any before them:

1. Retain all five-needled pine, hardwoods, orange-marked trees, mature trees (see figures below), and ponderosa pine greater than or equal to 21" DBH and 26" DSH. Because this is the first objective in this list, no other objective can override this requirement.
2. Remove all western juniper.
3. Within 30 feet of healthy ponderosa pine and five-needled pine, cut all lodgepole pine $<21"$ DBH or 26" DSH, and all white fir.
4. Within 50 feet of an aspen clump, thin to 30 ft² per acre basal area, with an acceptable range of 20-40 ft² per acre. Five-needled pine and ponderosa pine $\geq 21"$ DBH and 26" DSH count towards residual BA within these buffers.
5. Where timber units overlap with Cut, Skid, Deck – Control Features, thin stand to a residual BA of 40 ft² per acre, with an acceptable range from 30-50 ft² per acre. Five-needled pine and ponderosa pine $\geq 21"$ DBH and 26" DSH count towards residual BA within Control Features.
6. Where current conditions are at ≤ 20 square feet per acre basal area of $\geq 21"$ DBH and 26" DSH ponderosa pine, thin stand to a target basal area of **50** square feet per acre with an acceptable range of 30-70 square feet per acre, **not counting $\geq 21"$ DBH and 26" DSH ponderosa pine towards target basal area.** Where current conditions are at ≥ 30 square feet per acre BA of $\geq 21"$ DBH and 26" DSH ponderosa pine, thin stand to a target basal area of **30** square feet per acre with an acceptable range of 20-50 square feet per acre, **not counting $\geq 21"$ DBH and 26" DSH ponderosa pine towards target basal area.** Because this is the last objective in this list, previous objectives can override this requirement.

Tree selection objectives:

1. Cut trees shall be selected by thinning from below so that the residual stand will be comprised of healthy dominant and codominant trees. Species preference for leave trees from highest priority to lowest is five-needled pine, ponderosa pine, incense-cedar, white fir, and lodgepole pine.
2. Do not leave trees with one-sided crowns. When two or more trees have developed one-sided crowns due to proximity, either cut or retain all to meet the desired stocking level.

3. Select leave trees that can be expected to remain alive for the next 10 years at a minimum. Trees selected for retention should be healthy/vigorous, not suppressed, deformed, or show signs of insect or disease such as mountain pine beetle. Leave trees should be at least 9" DBH for ponderosa pine, and 7" DBH for all other species.
4. 30% of all residual trees shall be individual trees. Acceptable individual tree target is 20-40% of residual trees per acre.
5. Leave remaining residual trees as clumps consisting of healthy ponderosa pine, or the most-preferred species available, throughout the subdivision. Leave tree selection shall be prioritize tree health over species.

Identification Guide: visual characteristics for juniper greater than 150 years old (Miller et al. 2005) - Old Growth Juniper characteristics are identified by a rounded top with thick, deeply furrowed and fibrous bark along with one or more of the following: Spreading canopy that may be sparse, open round/flat-topped or asymmetrical crown with dead limbs or spike tops; limited terminal leader growth in upper 25% of the tree canopy (generally no leader growth greater than two (2) inches in length), apparent hollows or cavities on the bole, yellow lichens on large dead branches, twisted trunks or branches, dead cambium around portions of the tree trunk, and large diameter lower limbs. Trees with these characteristics or combinations of these characteristics are likely to be 150 years or older. Younger trees typically have an inverted-cone-shape, scaly bark with shallow or no furrows, terminal branch leader growth ranging between 2-6 inches in upper portion of the canopy.

Figure 16. Bark characteristics of three different aged trees: At 75 years, bark is thin and flaky; at 152 years, bark layer is thickening and beginning to develop vertical furrows; and at 270 years, bark is thick, fibrous with well-developed furrows.



Figure 16a. A 75-year-old tree.



Figure 16b. A 152-year-old tree.



Figure 16c. A 270-year-old tree.

Figure 1. Development of old-growth bark characteristics across several age classes (Miller et al. 2005).



Figure 2. Old growth juniper with rounded asymmetrical top and dead spike top, large low diameter limbs, twisted limbs, lichen, and portions of dead cambium. Warner Mountains, Fremont-Winema NF.



Image 1: Immature white fir

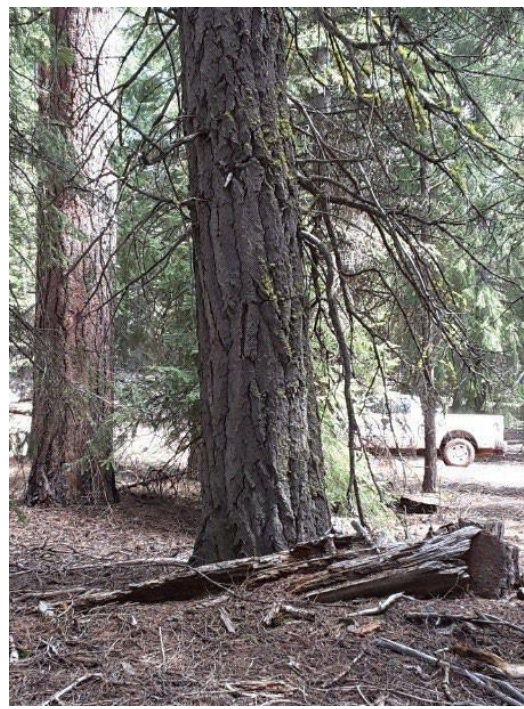


Image 2: Mature (>150 yrs) white fir

Figure 3. Visual characteristics for White Fir tree greater than 150 years old determination. Young or immature trees shall have intact canopies, bark fissures less than 2 inches deep, and numerous fine branches less than 1/16 inch in diameter near the ground. Mature trees have bark fissures more than 2 inches deep, no fine branches near the ground, and may have multiple tops or extensive mortality in the upper canopy/crown.



Figure 4: Crown conditions of older white fir trees

Instructions			Example
Step 1	Divide live crown into thirds.		
Step 2	Rate each third separately. Each third should be given a rating of 0, 1, or 2 as described below: (0) no visible infections (1) light infection (1/2 or less of total number of branches in the third infected) (2) heavy infection (more than 1/2 total number of branches in the third infected).		If this third has no visible infections, its rating is (0). — If this third is lightly infected, its rating is (1). — If this third is heavily infected, its rating is (2).
Step 3	Add ratings of thirds to obtain rating for total tree.		The tree in this example gets a rating of: $0 + 1 + 2 = 3$.

Figure 5. Dwarf mistletoe rating guide.

Determining Tree Age: Refer to "Identifying Old Trees and Forests in Eastern Washington" (Van Pelt, 2008)

Rating system for determining the general age of ponderosa pine trees

(Choose one score from each category and sum scores to determine developmental stage)

Lower trunk bark condition	Score
Dark bark with small fissures	0
Outermost bark ridge flakes reddish, fissures small	1
Colorful plates, width about equal to fissure widths	2
Maximum fissure to fissure plate width ≥ 15 cm (6 in) and <25 cm (10 in)	3
Maximum fissure to fissure plate width ≥ 25 cm (10 in)	5

Knot indicators on main trunk below crown

Dead branches below main crown, whorl indicators extending nearly to tree base	0
Old knot/whorl indicators visible below main crown	1
No knot/whorl indicators visible	3

Crown form (refer to Figure 69)

Similar to a tree in top row	0
Similar to a tree in middle row	3
Similar to a tree in bottom row	5

Scoring Key

< 2	Young tree
2-5	Mature tree < 150 years
6-10	Mature tree ≥ 150 years
> 10	Old tree ≥ 250 years

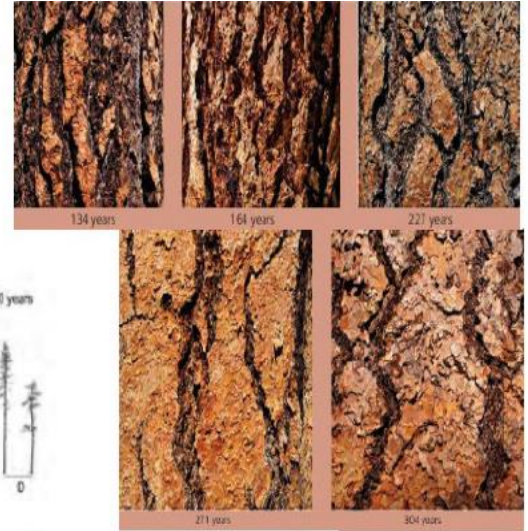
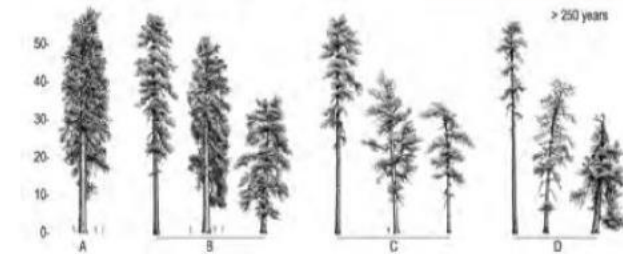
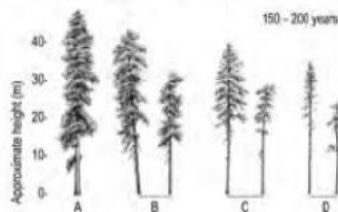
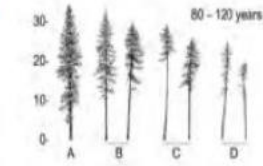


Figure 6. Van Pelt guide for identifying old (>150 year-old) ponderosa pine.

C3.47# - ABNORMAL DELAY (05/2005)

Unless otherwise agreed, felled timber meeting Utilization Standards shall be removed by Contractor pursuant to B2.2 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 B3.47. See attached removal schedule.

Included Timber	Time Limits	
ALL	60	Days after felling is started

C5.1# - TEMPORARY ROAD AND LANDING CONSTRUCTION (OPTION 1) (06/2010)

In addition to the requirements of B5.1 and B6.63, Contractor and Forest Service will agree to the design, construction, maintenance, closure, and obliteration of all Temporary Roads.

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

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

CRITERIA PURSUANT TO C5.1# - TEMPORARY ROAD AND LANDING CONSTRUCTION (OPTION 1) (06/2010)

Criteria for Corral G - Z will be agreed to by the Forest Service and Contractor.

- 1) No landings shall be constructed in Riparian Habitat Conservation Areas (RHCAs) as shown on Contract Area Map, except on infrequent occasions as agreed to by the Forest Service.
- 2) All temporary roads shall be built to a low standard, used only for a short duration, and shall be decommissioned after completion of project activities.
- 3) Existing landings will be used to the maximum extent possible to avoid creation of additional openings and/or fragmentation of habitat.
- 4) At the time of temporary road closure, road intersections at the entrance to temporary roads shall be obscured for a distance of approximately 100-150', necessary to make the road as indiscernible as possible from the intersecting road. This shall be accomplished by scarifying the roadbed, removing the road prism, and placing the available soil, rock, brush, and debris to obscure the road entrance. The ditch line of the intersecting, connecting road shall be restored.

C5.32# - ROAD MAINTENANCE DEPOSIT SCHEDULE. (8/12)

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 C5.31#.

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 are **N/A** for recurrent maintenance, and **\$0.77 per ton** for deferred maintenance.

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
NA		

C6.22# - PROTECTION OF IMPROVEMENTS (05/2008)

Unless otherwise agreed to in writing, Contractor 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 attached table for improvements to be moved.

TABLE PURSUANT TO C6.22# - PROTECTION OF IMPROVEMENTS (05/2008)

Type of improvement	Protection required
Fence line Subdivisions 2, 3, 4, 5, and 6	Cut fence as needed for operations. Fence shall be repaired by Contractor following operations and agreed to by Forest Service. If any fencing in a subdivision is in nonfunctional condition prior to the beginning of operations, report immediately to Forest Service. Contractor will be exempt from installing new fencing in such cases.

C6.24# - SITE SPECIFIC SPECIAL PROTECTION MEASURES. (07/2022)

Unless agreed otherwise, the following special protection measures apply:

See Special Measures Areas (SMA) Table.

SMA Type	Designation Method	Special Protection Measure in Addition to B6.24
1	b	SMA Type 1 (SMA1) are no entry areas to all operations and activities. No skidding will be permitted. Within, or abutting any SMA1, no grading, snowplowing, or any other activity that may occur outside of the road prism; nor will cleanup operations affect the undisturbed natural ground outside the traveled way.
2	a	SMA Type 2 (SMA2) are no entry areas to all operations and activities.

Subdivision	Operation(s)Restricted	Period Operations are Not Permitted
7, 9, 10, 11, 20	No harvest activity (except hauling) within seasonally restricted area 1 (SRA1) marked on map	March 1 to August 31

Designation methods:

- (a) SMA boundary designated by **geo-fence virtual boundaries**.
- (b) SMA is shown on Contract Area Map and SMA boundary designated by **blue-and-white flagging around the perimeter of the area.**
- (c) SMA is only shown on Contract Area Map.

Unless agreed otherwise, sale operations listed below are not permitted during the period(s) specified:

See Contract Limited Operating Period(s) Table

Areas subject to limited operating periods are not subject to special protection measures listed in B6.24(a)(i)-(iv) except where such areas overlap.

C6.36# - ACCEPTANCE OF WORK (04/2023)

Upon Contractor's written request and assurance that cutting within Subdivision(s) or cutting unit(s) has been completed in accordance with C2.355# - Designation by Prescription, the Forest Service shall perform an inspection within 5 days, excluding weekends and federal holidays, so as not to unnecessarily delay progress of Contractor's operations. Unless otherwise agreed in writing, procedures to be completed by the Forest Service for inspecting Contractor cutting under C2.355# are listed on the following page(s). Once cutting in a Subdivision(s) or cutting unit(s) is completed and accepted by Forest Service, no additional trees shall be cut by Contractor without prior authorization from Forest Service. See attached table.

Subdivision(s)	Inspection Method(s)
ALL	The COR, or designated inspector, will determine compliance with contract specifications through informal visual inspections. In the event visual inspection indicates work to be in non-compliance with specifications, prompt corrective action and/or rework shall be required. In the event formal inspection is needed, inspection of Contractor cutting will be done by variable plot (point sampling), with at least one plot per ten acres. Each subdivision will have at least three plots. Plot locations will be random and determined by a non-biased method. A basal area factor of 10 will be used to evaluate the basal area ranges and targets contained in the DxP specifications. Each subdivision will be evaluated and approved separately. In addition to inspecting the basal area of leave trees,

	the inspection will also evaluate compliance with prescription requirements pertaining to selection of species, quality of leave trees, and spacing or juxtaposition standards for these subdivisions included in provision C2.355#.
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Inspections will occur on at least 10% of the subdivision acreage in the sale.

Plot Intensity Table:

Subdivision Size	Minimum Intensity	Minimum Plots/Unit
1-20 acres	1 plot per 2 acres	5
21-50	1 plot per 5 acres	5
51-100	1 plot per 10 acres	5
101+	Variable	10

Inspection plots require at a minimum recording for each in-tree of its (1) species, (2) DBH, (3) height, and (4) clump status (Individual, Small Clump, Medium Clump, Large Clump, N/A). Refer to C2.355# for definitions. All general sale inspection methodology will follow the Pacific Northwest Timber Product Accountability Action Plan and the 2022 Fremont-Winema Timber Accountability Action Plan unless otherwise agreed to by the Forest Service.

C6.405 - ALTERNATE REMOVAL OF INCLUDED TIMBER (05/2005)

Contractor and Forest Service may agree to alternate removal requirements of Included Timber contained in A2. Alternate removal requirements are to be set forth in an agreement signed by both Contractor and Contracting Officer. The terms of the agreement bind 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 B6.36.

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

C6.41# - SPECIFIC REQUIREMENTS (05/2005)

Notwithstanding B6.41, B6.411, B6.5 and B6.61, 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 C6.41# - SPECIFIC REQUIREMENTS (05/2005)

FELLING METHODS	SUBDIVISIONS
All harvest equipment must maintain 100 feet or greater spacing of primary skid trails, except when converging to landing. Skid trail width will not exceed 14 feet. Cutting lanes must be 30 feet or greater apart.	ALL
Leave a minimum stump height of 4 inches on the high side of the stump.	ALL
Mechanical equipment travel is excluded from within 50 feet of intermittent streams and 100 feet of perennial streams.	ALL
Within streamcourse protection zones shown on contract area map, trees may be hand-felled and removed with an extending boom, provided no tracking of equipment enters these zones.	ALL
Ground-based equipment is limited to slopes less than 35%. Short pitches (defined as up to 200 feet) of 35- 50% slope will be allowed but will not exceed 10% of the treatment activity area, as agreed to by the Forest Service.	ALL
Existing snags will only be felled for safety reasons. If felled, large snags (20 inch diameter at breast height) shall be left on site for downed wood.	ALL
Service work on Sensitive Soils (see Appendix A for definition) shall be accomplished through hand treatments wherever possible.	ALL

No felling of trees greater than 10-inch DBH in perennial stream RHCAs, except for non-old growth juniper trees.	ALL
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C6.412# (OPTION 2A) - TREATMENT OF STUMPS (05/2005)

Unless otherwise agreed to in writing, in areas shown on Contract Area Map, Contractor shall treat the stumps of all live **white fir** trees cut by Contractor that have a stump diameter larger than 18 inches. Treatment shall be done as soon after tree felling as practical, preferably within 1 or 2 hours, but no later than 24 hours. Treatment shall consist of removing sawdust and other loose debris from the cut surface of the stump including exposed wood surfaces on all sides, and apply powder or liquid borax according to the following instructions:

POWDER APPLICATION - Apply enough borax to lightly cover stump surface including exposed wood surfaces on all sides (approximately 1 pound borax per 50 square feet of exposed wood surface). Apply the material to all exposed wood surfaces. Stumps should be level and have no splinters for most effective use. Best method of application is to sprinkle the material salt shaker style on the freshly cut stump surface. Care should be used during application to minimize off-site application of this material. A powder dye **Red, or otherwise agreed to** shall be added to the borax as an aid to insure complete coverage.

LIQUID APPLICATION - A 10 percent aqueous solution can be used for treatment. Apply the solution by brush, or spray, to the stump until the surface is thoroughly wet (approximately 1 gallon per 40 square feet of exposed wood surface).

Apply the material to all exposed wood surfaces. A liquid dye shall be added to the borax solution as an aid to insure complete coverage.

Contractor shall only use material registered by the Environmental Protection Agency (EPA) for annosus root disease control and follow all applicable label instructions.

C6.42# - 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 C6.42# - YARDING/SKIDDING REQUIREMENTS (05/2005)

YARDING/SKIDDING REQUIREMENTS	SUBDIVISIONS
All trees shall be yarded to the landing with the top attached to the last log. All limbing must be done at the landing area.	ALL
One-end suspension required.	ALL
Skidding equipment shall operate in a manner which will minimize detrimental soil disturbance to less than 20% of the subdivision area.	ALL

Ground-based equipment will generally be limited to slopes less than 35%. Short pitches (defined as up to 200 feet) of 35- 50% slope will be allowed but will not exceed 10% of the treatment activity area.	ALL
No skid trails or roads are to be constructed in ephemeral streams. Crossings must be kept to a minimum and always kept at a right angle. Use brush mats to minimize disturbance and rehabilitate crossing after use.	ALL
Mechanical equipment travel is excluded from within 50 feet of intermittent streams and 100 feet of perennial streams.	ALL
Skidding shall be avoided in retention patches or connectivity corridors except on infrequent occasions as agreed to by Forest Service.	ALL
Avoid operations when greater than 6- inch ruts from machine tracks or tires occur in 100 continuous feet.	ALL
Snag loss during logging operations will be avoided to the extent possible by placing skid trails and landings away from snag clumps. Snags considered operational danger trees will be avoided as much as possible and included in retention areas as individual snags or snag clumps. Snags over 20" DBH felled for safety reasons will be left in the unit as large downed wood.	ALL

C6.6# - EROSION CONTROL AND SOIL TREATMENT BY CONTRACTOR (03/2017)

Erosion prevention and control work required by B6.6, shall be completed within 15 calendar days after yarding/skidding operations related to each landing are substantially completed or after Forest Service designation on the ground of work where such designation is required hereunder. Said time limit shall be exclusive of full days lost in Contractor's Operations due to causes beyond Contractor's control. Such on the ground designation shall be done as promptly as feasible unless it is agreed that the location of such work can be established without marking on the ground. After September 15, and as long thereafter as operations continue, the work shall be done as promptly as practicable. Damage resulting from Contractor's Operations due to failure to perform required work shall be repaired by Contractor.

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

Where soil has been disturbed or displaced on Contract Area by Contractor's Operations and where measures described in B6.6 will not result in satisfactory erosion control or where subsoiling is shown on Contract Area Map, the following shall be performed. If applicable, timing of the work shall be coordinated with required scarification or subsoiling.

- (a) Where staked or otherwise marked on the ground by Forest Service, seed and mulch will be applied as indicated in the attached seeding and mulching schedule. All applications shall be current and done during the period from **N/A** and/or **N/A**, unless otherwise agreed to. Applications shall be done only during favorable conditions. If Contractor and Forest Service agree, seed can be applied and covered within 10 days of ground disturbance, and may be done outside the required periods.
- (b) Where shown on Contract Area Map, landings, Temporary Roads and/or skidtrails/roads shall be scarified to a depth of **approximately 8** inches to provide a seedbed for grass seed and mulch. Seed and mulch shall be spread evenly at the rates shown in the table. When the seed and mulch are applied in separate operations, the second or third operations shall be within 10 days of the first or second.
- (c) Where shown on Contract Area Map, landings, Temporary Roads, and skid trails/roads used by Contractor shall be subsoiled to a minimum depth of **N/A** inches, except that Forest Service may agree to lesser depths. Each subsoiler shank shall be equipped with a shoe and wings which has a total width of at least **N/A** inches. The design of the shank and wings will be such that the treated, compacted soil is slightly lifted and well-fractured rather than plowed, mixed, or displaced. The distance between subsoiler shank passes shall not exceed **N/A** inches. Treated areas shall span the total width of compaction. Subsoiling shall be kept reasonably current and shall be done during Normal Operating Season unless otherwise agreed.
- (d) When agreed to, Contractor may use alternate methods of erosion control. Seed shall meet current Forest Service requirements, with the additional requirement that no seed containing any noxious weed seed in excess of established state limitations as listed in the current "State Noxious Weed Requirements Recognized in the Administration of the Federal Seed Act" publication will be used (commonly referred to as the "all states" noxious weed seed list). Seed shall be furnished separately or in mixture in standard containers clearly marked with: (1) seed name; (2) lot number; (3) net weight; (4) percentages of purity and of germination (in case of legumes, percentage of germination to include hard seed); (5) percentage of weed seed content; and (6) certification that no noxious weed seeds in excess of established state standards are present. The Contractor shall furnish the Government duplicate signed copies of a certificate, signed by a Registered Seed Technologist or Seed Analyst (certified through either the Association of Official Seed Analysis or the Society of Commercial Seed Technologists), certifying that each lot of seed has been tested in accordance with the Association of Official Seed Analysts Standards within 12 months prior to date of application. This certificate shall include (1) name and address of laboratory, (2) date of test, (3) lot number for each kind of seed, (4) name of seed, (5) percentage of germination, (6) percentage of purity, (7) percentage of weed seed content, and (8) certification that no noxious weed seeds in excess of established state limitations are present in any kind of seed. Legume seed shall be inoculated with approved cultures in accordance with the instructions of the manufacturer. No seed may be applied without prior written approval by the government.
- (e) Contractor may be required to seed areas disturbed by harvest activities to prevent the spread of noxious weeds, or the establishment of new areas.

See attached application schedule.

APPLICATION SCHEDULE PURSUANT TO C6.6# - EROSION CONTROL AND SOIL TREATMENT BY CONTRACTOR (03/2017)

	Area	Seed		Fertilizer		Mulch	
Payment Unit or Unit Number	a) Skid Trails b) Fireline c) Temp. Roads d) Landings e) Other	Application		Application		Application	
		Species Mixture	Lbs/ac	Type	Lbs/ac	Type	Lbs/ac
N/A	N/A						

Contractor will be responsible for purchasing the above listed seed species mixture for required erosion control seeding and/or seeding of other areas to minimize the spread of noxious weeds as directed by the Forest Service. Grass seed will be provided by Forest Service

The Contractor will be required to pay a co-op deposit of \$.02/Ton for the cultivation and harvest of replacement seed of native species for use on future contracts.

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

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

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

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

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

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

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

Areas coded as 'E' in the table will be designated by the Forest Service for application of seed by the contractor.

C6.7 - SLASH DISPOSAL (03/2017)

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 C7.201.

Forest Service may agree to substitute methods of slash disposal if such substitute methods will give equally satisfactory results.

Forest Service may waive specific slash treatment requirements of the Contractor. Contractor's Integrated Resource Account will be charged for any slash treatment requirements waived. The amount of such charges will be determined by Forest Service prior to felling operations in each Subdivision.

C6.74# (Option 2) - SLASH TREATMENT REQUIREMENTS (06/2008)

Contractor shall pile, burn, yard, construct firelines or otherwise treat slash defined in C6.7, 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 C6.74# - SLASH TREATMENT REQUIREMENTS (OPTION 2) (06/2008)

I. General Specifications

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

Landings area slash will be prepared for burning by machine piling unless substitute methods are permitted by the Forest Service prior to commencing work.

All landings shall be located on a Forest System or temporary road.

II. Detailed Specifications

a. Landing Area Slash

- i. Machine pile all cut trees and slash that is at least three inches diameter, and three feet in length, on the cleared landing. Machine pile any slash pushed up along the edge or off the landing during skidding and decking operations.
 - ii. Landings shall be located along existing or temporary roads, for Forest Service access. No piles shall be made within the Subdivision not accessible by road.
 - iii. Unless otherwise agreed, slash piles shall be located at least 100 feet from the bold of any live tree. Piles will be a minimum of 8 feet in height and 12 feet in diameter, where practicable and as compact as possible. Piles shall be reasonably free of dirt and rocks.
 - iv. Do not include stumps from landing construction, or any other stumps in the landing and decking area. Yard stumps back into the subdivision to locations approved by the Forest Service.
 - v. All material extending beyond the general contour of the piled slash shall be trimmed off and added to the pile.
- b. Construct a fireline to mineral soil around piles 8 feet wide, down to bare mineral soil.

C6.815 – THIRD PARTY SCALING SERVICES. (9/04) Notwithstanding the requirement for Forest Service or parties under contract to Forest Service to provide Scaling services under B6.81, Scaling designated in Division A10 shall be conducted by a third-party Scaling organization approved by Forest Service. Scaling shall be done in accordance with Division A9 and Contractor shall bear costs for Scaling service.

In the event third party Scaling service is suspended for causes such as strikes, termination of third party's approval to Scale National Forest logs by Forest Service, or Contractor's failure to pay third party Scaling costs, hauling operations shall be suspended until agreed alternate Scaling services are provided or service by third party is resumed.

When an approved alternate Scaling location pursuant to B6.811 does not have an approved third-party scaling organization as a commonly used Scaling services provider, Forest Service, or parties under contract to Forest Service shall provide Scaling services at the approved alternate location. In such an event, the cost of waived third-party Scaling listed in Division A10 shall be charged to Integrated Resource Account.

If Forest Service and Contractor agree in writing that another party under contract to Forest Service will perform Scaling, the contract will be modified to include C6.816# and Integrated Resource Account will be charged for such Scaling.

C6.841 - Route of Haul (Option 1). (7/22)

As part of the annual Operating Schedule, Contractor shall furnish a map showing and designating the route of haul over which unscaled products will be transported from Contract Area to the approved Scaling location. A written description of the haul route will not be accepted as a substitute for a map. Such designated route of haul shall be the most economical haul route available between the points. The estimated average haul time from the Contract Area to the approved scaling location shall be documented on the map showing the route of haul.

Upon advance written agreement, other routes may be approved. All unscaled products removed from Contract Area shall be transported over the designated routes of haul.

Contractor shall notify Forest Service when a load of products, after leaving Contract Area, will be delayed in reaching Scaling location by more than 12 hours past the estimated average haul time documented on the map showing the route of haul.

Contractor shall require truck drivers to stop, if requested by Forest Service, for accountability checks when products are in transit from Contract Area to the designated Scaling location.

Contractor and Forest Service shall agree to locations for accountability checks in advance of haul. Such locations shall be established only in areas where it is safe to stop trucks. Forest Service shall notify Contractor of the methods to be used to alert truck drivers of an impending stop.

C6.842 (Option 1) - USE OF PAINT BY CONTRACTOR (06/2006)

Notwithstanding B6.842, use of paint by the Contractor within the Contract Area in the same color(s) used by the Forest Service in the preparation and administration of the contract will be by written approval of the Forest Service.

C6.851 - WEIGHT OF LOST LOADS (04/2014)

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 a weight ticket is not provided, or the weight ticket is incomplete or unreadable, or does not include the Forest Service load receipt number, shall be considered a lost sample load with a net weight equal to the load with the heaviest net weight presented during the billing period, as established by the Forest Service.

C7.1 - PLANS (05/2005)

The plan shall state how Contractor's representative or alternates will be contacted in a fire emergency, both during periods of operation and at other times such as evenings or weekends. Contractor shall certify compliance with specific fire precautionary measures included as Subsections under C7.2 - Specific Fire Precautions, before beginning operations during Fire Precautionary Period (closed season) and shall update such certification when operations change.

If helicopter yarding is required, the plan shall include a schedule of rates mutually agreed to for computing Contractor costs incurred toward meeting Contractor's obligations under A14, or for paying for helicopters controlled by Contractor and used under Forest Service direction for suppressing Operations Fires or other fires on Contract Area, excluding Negligent Fires.

C7.11 - ADDITIONAL AREA OF FIRE RESPONSIBILITY (05/2005)

The area within 200 feet slope distance of the center line of any road constructed or reconstructed under this contract on National Forest lands outside of Contract Area shall be considered as a part of Contract Area in connection with responsibilities under B7.3 and B7.4 until the road has been accepted in writing by Forest Service.

C8.10 - DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTY (05/2005)

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

termination remedies pursuant to FAR 52.212-4 – CONTRACT TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND SERVICES (DEVIATION NOV 2025)

C8.3# - CONTRACT CHANGES (OPTION1) (05/2005)

Contract changes involving volumes and/or values will use a weight ratio of **3.7993** to convert net CCF cruise volumes to Tons within the subdivisions or units.

C8.66# – USE OF TIMBER (Option 1). (9/04)

(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 Subsection, 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 Subsection, Forest Service will not be liable for any Claim submitted by Contractor relating to the termination.