

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE  <b>INTEGRATED RESOURCE CONTRACT</b> (Applicable to Contracts with Measurement after Harvest)		<b>Name of Contractor</b>	
<b>National Forest</b> Tahoe	<b>Ranger District</b> American River Ranger District	<b>Region</b> Pacific S-West	<b>Contract Number</b>
<b>Contract Name</b> Biggie Stewardship IRTC		<b>Award Date</b>	<b>Termination Date</b> 07/31/2020

The parties to this contract are The United States of America, acting through the Forest Service, United States Department of Agriculture, hereinafter called Forest Service, and \_\_\_\_\_ hereinafter called Contractor.

Unless provided otherwise herein, Forest Service agrees to sell and permit Contractor to cut and remove Included Timber and Contractor agrees to purchase, cut, and remove Included Timber and complete required stewardship projects.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the award date.

**UNITED STATES OF AMERICA**

Two Witnesses: 2/

By: \_\_\_\_\_  
 Contracting Officer

\_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Address)

\_\_\_\_\_  
 (Contractor) 3/

\_\_\_\_\_  
 (Name)

By: \_\_\_\_\_

\_\_\_\_\_  
 (Address)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Business Address)

I, 4/ \_\_\_\_\_, certify that I am the \_\_\_\_\_  
 Secretary of the corporation named as Contractor herein; that \_\_\_\_\_  
 who signed this contract on behalf of Contractor, was then \_\_\_\_\_  
 of the corporation; that the contract was duly signed for and in behalf of the corporation by authority of its governing body, and is  
 within the scope of its corporate powers.

**CORPORATE  
 SEAL 5/**

**INSTRUCTIONS:**

1/ If Contractor is a corporation, state a "corporation organized and existing under the laws of the State of \_\_\_\_\_" and specify the State; if Contractor is a partnership, state a "partnership consisting of \_\_\_\_\_" and specify the names of each partner; and if Contractor is a sole proprietor doing business under an assumed name, state "(n) individual doing business under the name of \_\_\_\_\_ City of \_\_\_\_\_, State of \_\_\_\_\_."

2/ The signatures and addresses of two witnesses are required if Contractor is other than a corporation.

3/ If Contractor is a co-partnership, the signatures should be: XYZ Company, by John Doe, a member of the firm. If Contractor is a corporation, form of signature should be: XYZ Company, by John Doe, President (or other officer or agent) and the seal of the corporation must be impressed or indicated.

4/ The certificate must be completed if Contractor is a corporation.

5/ For companies incorporated in States that require a corporation seal, if the corporation has no corporate seal that fact shall be stated, in which case a scroll or adhesive seal shall follow the corporate name.

**EXAMPLE 1/**

Subcontractor Certification  
Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Contract Name: \_\_\_\_\_  
National Forest: \_\_\_\_\_

The prospective subcontractor (participants in lower tier covered transactions) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency.

Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.

Name of Subcontractor: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Signature

1/ It is the Contractor's responsibility to have subcontractors complete this certification and to maintain a file of completed certifications. This certification does not need to be returned to the Forest Service, except at the written request of the Contracting Officer.

**A.0 - SPECIFIC CONDITIONS.** The following conditions apply to the indicated portions.

**A.1 - Location and Area,** applicable to B.1

This Contract Area of 931 acres more or less is located in: T.14N., R.12E., Sections 13,15, 22, 23, 24, and 25; T.14N., R13E. Sections 7, 8, 17, 18, 19 and 20. MDM, Placer County, California

**A.2 - Volume Estimate and Utilization Standards,** applicable to C.1, C.2, C.4, and G.4

Species	Product	Estimated Quantity	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Merch. Factor 1/
Combined Softwood	Sawtimber	42,492.00	Ton	10.0	1	10	6.0	12

Timber Subject to Agreement under K-C.1.1#								
Combined Softwood	Grn Bio Cv	unestimated	Ton	1.0	1	1	1.0	16
<b>Total Quantity</b>		42,492.00	Ton					

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

**A.3- Timber Designations,** applicable to C.3; acres are approximate:

	<u>Number</u>	<u>Acres</u>
Clearcutting Units (C.3.1)		
Specified Road Clearing (C.3.2)	<input type="text"/>	<input type="text"/>
Overstory Removal Units (C.3.3)	<input type="text"/>	<input type="text"/>
Understory Removal Units (C.3.4)	<input type="text"/>	<input type="text"/>
Individual Trees (C.3.5)	<input type="text"/>	449
Incompletely Marked Timber (C.3.6)	<input type="text"/>	<input type="text"/>

**A.4 - Timber Payment Rates**, applicable to D.1 and E.0

**A.4.1 - Escalated Rates**, applicable for Species and Products to be Paid for at Rates Escalated under D.2

Species	Product	Unit of Measure	Rates per Unit of Measure				Required Deposits Slash Disposal \$	Base Index
			Base \$	Advertised \$	Bid Premium \$	Bid (Tentative) \$		
Not Applicable								

**A.4.2 - Flat Rates**, applicable for Species and Products to be Paid for at Flat Rates

Species	Product	Unit of Measure	Rates per Unit of Measure				Required Deposits Slash Disposal \$
			Base \$	Advertised \$	Bid Premium \$	Bid (Flat) \$	
Combined Softwood	Sawtimber	Ton	1.00	13.23			2.17
<b>Timber Subject to Agreement under K-C.1.1#</b>							
Combined Softwood	Grn Bio Cv	Ton	.10	.10			

For purposes of convenience in collection and bookkeeping, Bid Rates stated in A.4 include payment of deposits for contract area betterment required pursuant to 16 USC 576b. Such deposits are not included as Required Deposits defined hereunder.

**A.4.3 - Stewardship Credits**, applicable E.2.2 and K-G.9#

Mandatory Stewardship Projects					
Project Number	Project Description	Units of Measure	Quantity	Bid Rate \$	Total Credits
001	Reduce fuel loading within roadside fuel break	Acres	100.00		
				*	

Optional Stewardship Projects						
Priority	Project Number	Project Description	Units of Measure	Quantity	Bid Rate \$	Total Credits
		Not Applicable				
	*					

The following definitions are established for the terms used in A.4:

**Base Rates** are the lowest rates of payment for timber that are authorized by this contract. Base Rates remain constant throughout the life of this contract and are not subject to change by rate redetermination, except for reduction under D.3.1, D.3.2, or D.3.3.

**Advertised Rates** are the minimum acceptable Bid Rates for timber, exclusive of Required Deposits. These rates are those indicated by appraisal, with a cost allowance made for construction of Specified Roads listed in A.7, but are never less than Base Rates.

**Bid Premium Rates** are the amounts by which Contractor's bid is in excess of Advertised Rates. The Bid Premium Rates are constant during this contract, except as provided in D.3.1, D.3.2, and D.3.3.

**Bid Rates** are the rates bid by Contractor (exclusive of Required Deposits for slash disposal, road maintenance, and contract scaling) and are the sum of Advertised Rates and Bid Premium Rates. Until a rate redetermination becomes effective, the Bid Rate for species and products in A.4.1 is the Tentative Rate that is subject to quarterly adjustment under D.2; for species and products in A.4.2, the Bid Rate is the Flat Rate.

**Required Deposits** are deposits that Contractor may be required to pay for slash disposal (16 USC 490), road maintenance (16 USC 537), and contract scaling (1994 Appropriations Act). Required Deposits may be adjusted as part of a rate redetermination or a Contract Term Extension. The table shows only Required Deposits for slash disposal; road maintenance deposits, if any, are given in K-F.3.2#; and contract scaling deposits, if any, are given in K-G.8.1.6#.

**Base Index** is the specified average of the lumber or other product selling value index used as the basis for computing adjustment in rates for variance in product selling value, as provided in D.2.

**A.5 - Indices Used in Quarterly Adjustment**, applicable to D.2

Species	Index Name and Date
<b>Not Applicable</b>	

**A.6 - High Stumps**, applicable to G.4.1.2

* Species	Product	Maximum Stump Height * (inches)
Combined Softwood	Sawtimber	12

\* 1/3 stump diameter with a maximum of 12" in general. Within 50' of Mosquito Ridge Rd. (FS 96) stumps shall be cut to 8" with an angled cut that slopes away from road.

**A.7 - Specified Roads**, applicable to F.2

Name and Date of Governing Road Specifications: Federal Highway Administration Standard Specifications for Construction of Roads & Bridges on Federal Highway Projects, as amended and supplemented (english)

Project		Design Class	Appro. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Construction Staking 1/
96-38	Ford (R) (segment 1.4 to 2.2)	Single Lane - 5 mph	.8 / 1.29	6 06/07/2017	FS	FS	Purchaser BC
16-46-08	Jack Robinson (R) (segment 0 to 1.05)	Single Lane - 5 mph	1.05 / 1.69	5 06/07/2017	FS	FS	Purchaser BC
16-46	Pine Nut (R) (segment .54 to 1.99)	Single Lane - 5 mph	1.45 / 2.33	4 06/07/2017	FS	FS	Purchaser BC

1/ Indicate timing, i.e., before clearing (BC) or after clearing (AC). Applicable to F.2.1.2.

**A.8 - Forest Service Engineering Completion Schedule**, applicable to F.2.1

Road No.	Road Name	Type of Work	Completion Date
16-46	Pine Nut (R) (segment .54 to 1.99)	Survey and Design	06/15/2017
16-46-08	Jack Robinson (R) (segment 0 to 1.05)	Survey and Design	06/15/2017
96-38	Ford (R) (segment 1.4 to 2.2)	Survey and Design	06/15/2017

**A.9 - Scaling Instructions and Specifications**, applicable to G.8

Name and Date of Governing Instructions: National Forest Cubic Scaling Handbook, FSH 2409.11a, as amended. Cubic Taper 4 as authorized by Regional Forester, February 2001.

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

**A.10 - Scaling Services**, applicable to G.8.1

Species	Product	Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit \$
Combined Softwood	Sawtimber	Ton	N/A	Total (100%) Weight Scale	.00
				*	

**A.11 - Minimum Scaling Volumes**, applicable to G.8.1

Minimum volume for Continuous Scaling Services in two-week period N/A Ton per scaler

Minimum volume for Intermittent Scaling Services N/A Ton on a N/A basis

**A.12 - Fire Precautionary Period**, applicable to H.2

April 01 to December 31, inclusive

**A.13 - Contractor's Responsibility to Furnish Crews and Equipment for:**

**Initial Fire Suppression**, applicable to H.3

Within 25 road miles

**Fire Suppression Reinforcement**, applicable to H.3.1.2 and H.3.1.3

Within 100 road miles

**A.14 - Contractor's Obligation per Operations Fire**, applicable to H.4.1

Maximum Amount: \$ \$35,000.00

**A.15 - Termination Date**, applicable to 1.2

July 31, 2020

**A.16 - Normal Operating Season**, applicable to G.3.1, G.6.6, 1.2.1 and J.3

First Period: June 15 to October 15, inclusive

Second Period: \_\_\_\_\_ to \_\_\_\_\_, inclusive

**A.17 - Performance Bond Amount**, applicable to J.1

Performance Bond Amount: N/A

**A.18 - Downpayment**, applicable to E.2.1.1

Downpayment Amount: Not Applicable

**A.19 - Periodic Payment Amount**, applicable to E.2.1.3

	Periodic Payment Determination Date	Amount
Initial Payment:	<u>N/A</u>	<u>N/A</u>
Additional Payment:	<u>N/A</u>	<u>N/A</u>

**A.20 - Market-Related Contract Term Addition Producer Price Index**, applicable to 1.2.1.2

Index Name: Softwood Lumber Index Number: 0811



**A.21 - Inapplicable Provisions**

The following listed provisions - are hereby made inapplicable. (Instructions: List by reference number and title.)

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E.4	PAYMENTS NOT RECEIVED
I.2.1	CONTRACT TERM ADJUSTMENT
I.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION

**A.22 - List of Special Provisions in Part K**

The following listed special provisions are attached to and made a part of this contract. Provisions with reference numbers followed by # contain blanks into which data have been entered for this contract. (Instructions: List by reference number, title, and date.)

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K-C.1.1#	TIMBER SUBJECT TO AGREEMENT (09/2004)
K-C.3#	RESERVE TREES (09/2004)
K-C.3.5#	DESIGNATION OF TIMBER, CUTTING UNIT BOUNDARIES, AND SUDIVISION/PAYMENT UNIT BOUNDARIES (06/2012)
K-E.2.1.1	TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)
K-E.4	PAYMENTS NOT RECEIVED (08/2012)
K-F.1.3#	ROAD COMPLETION DATE (09/2004)
K-F.2.1.3#	DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES (09/2004)
K-F.2.2.1#	MATERIAL SOURCES (09/2004)
K-F.3.1#	ROAD MAINTENANCE REQUIREMENTS (09/2004)
K-F.3.2#	ROAD MAINTENANCE DEPOSIT SCHEDULE (08/2012)
K-F.3.5#	ROAD AND WATER SUPPLY USE (05/2008)
K-G.3.1.5#	PROJECT OPERATIONS SCHEDULE (12/2006)
K-G.3.2#	PROTECTION OF RESERVE TREES (09/2004)
K-G.3.3.1	LOG TRUCKING (02/2005)
K-G.3.7	SUBSTITUTE METHODS (02/2005)
K-G.4.1#	FELLING, BUCKING, AND LIMBING (08/2007)
K-G.5	STREAMCOURSE PROTECTION (02/2005)
K-G.6#	EROSION PREVENTION AND CONTROL (05/2008)
K-G.7#	SLASH TREATMENT (12/2006)
K-G.8.1.5	THIRD PARTY SCALING SERVICES (09/2004)
K-G.9#	STEWARDSHIP PROJECTS (09/2004)
K-H.2#	SPECIFIED FIRE PRECAUTIONS (06/2012)
K-H.2.2#	EMERGENCY PRECAUTIONS (06/2012)
K-I.2.1	CONTRACT TERM ADJUSTMENT (07/2016)
K-I.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)
K-I.6.8# (Option 1)	USE OF TIMBER (09/2004)

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

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

Species	Product
Combined Softwood	Grn Bio Cv

that shall be Included Timber upon written agreement.

K-C.3# - RESERVE TREES (09/2004)

Notwithstanding the designations for cutting under C.3.1, C.3.2, C.3.3, or C.3.4, live or dead Rust Resistant Sugar Pine reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Reserve trees are identified by a yellow tag with the identification number of the tree or a metal band around the bole and red or orange painted number on the tree. and shall be protected in accordance with K-G.3.2#. Units with reserve trees are shown on Contract Area Map.

K-C.3.5# - DESIGNATION OF TIMBER, CUTTING UNIT BOUNDARIES, AND SUBDIVISION/PAYMENT UNIT BOUNDARIES (06/2012)

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

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

Timber Designation Table

Cutting Unit/ Subdivision/Area/ Payment Unit	Tree Paint Color	Designation or Specification
Roadside strips within units 1, 3, 4 and 8	Blue	<u>Hazard Tree</u> . Notwithstanding C.1.3 all dead and unstable live trees which are leaning towards a road or are otherwise hazardous to a road, and are sufficiently tall to reach Contractor's landings or the roadbed of National Forest System roads within Contract Area, shall be felled by Contractor when Marked in the specified paint color above and below stump height by Forest Service in advance of felling any other timber in the vicinity. Pieces meeting Utilization Standards from such dead and unstable live trees shall be removed unless Contractor is notified in writing that removal would cause unacceptable damage to areas requiring special protection such as residual timber, roads, administrative sites, streamside management zones, and areas identified on Contract Area Map or on the ground.
2, 5, 63, and 65	Blue	<u>Individual Tree Mark</u> . Individual trees are designated for cutting only if Marked above and below stump height with the specified paint color.
1, 3, 4, 7, 8, 10, 14, 16, 17, 40, 43, 64, 67, 74, 81	Orange	<u>Leave Tree Mark</u> . All live conifers are designated for cutting unless Marked as leave trees. Leave trees are Marked above and below stump height with the specified paint color. Contract Area Map indicates areas plainly identified on the ground where leave trees are Marked to be left uncut.
N/A		<u>Wildlife Trees</u> . Notwithstanding the designation for cutting under C.3.1, C.3.2, C.3.3, or C.3.4, trees which are identified by standard Forest Service metal wildlife tree sign or painted with the specified paint color on the uphill and downhill side, shall be left uncut. In event such trees are destroyed in Contractor's Operations, Forest Service may designate alternate trees to be saved.

All	Black	Marked Out Trees. When it is necessary to delete previously marked trees, a unique tree marking paint color will be Marked over or adjacent to the original mark, but will not obscure the original marking. Trees Marked with the original marking paint color and the unique tree marking paint color are not Included Timber.
		Designation by Spacing K-C.3.5.1#
		Designation by Species and Diameter, K-C.3.5.2#
		Designation by Damage Class, K-C.3.5.3#
		Designation by Row Spacing, K-C.3.5.4#

Subdivision/Payment Unit and Cutting Unit Boundary Designation Table

<u>Subdivision/Payment Unit</u>	<u>Boundary Paint Color</u>	<u>Boundary Designation</u>
N/A		
<u>Cutting Unit</u>	<u>Boundary Paint Color</u>	<u>Boundary Designation</u>
All	Orange	Boundaries are marked with <b>2 ORANGE</b> vertical spots facing into the subdivision and/or a single spot facing along the subdivision line and <b>ORANGE</b> paint below stump height. Where existing roads are used as subdivision boundaries, these are not painted.

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

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

- (1) Forest Service requests or orders Contractor to delay or interrupt operations for reasons other than breach;
- (2) Contractor interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or
- (3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, including a market-related contract term addition, or an urgent removal contract term extension under 36 CFR 223.53.

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

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

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

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

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

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

- (i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.
- (ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.
- (iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).
- (iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.

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

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

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

Construction of Specified Roads shall be completed no later than 10/15/2018 ; except for earlier construction completion dates for roads listed below:

Road Number	Road Name	Station		Completion Date
		From	To	

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N/A

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

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

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

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

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

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

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

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

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

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

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

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

The total amount to be deposited by Contractor for reconstruction related engineering services to be completed by Forest Service personnel or by public works contract is \$ \$13,028.49. Contractor shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. In the event a different deposit schedule is agreed to, such deposit shall be due within 15 days after the date of issue indicated on the initial bill for collection, pursuant to E.4.

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

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

Road or Facility No.	Termini		Engineering Services Completion Date
	From	To	
Road-16-46	.54	1.99	06/15/2017
Road-16-46-08	0	1.05	06/15/2017
Road-96-38	1.4	2.2	06/15/2017

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



K-F.2.2.1# - MATERIAL SOURCES (09/2004)

Sources of local materials are designated on Plans and Contract Area Map. Forest Service assumes responsibility for the quality and quantity of material in designated sources. Contractor shall determine the equipment and work required to produce the specified product, including the selection of acceptable material that is reasonably available in the source that meets specifications. The designation of source includes the rights of Contractor to use certain area(s) for plant site, stockpiles, and haul roads.

Should the designated source, due to causes beyond the control of Contractor, contain insufficient acceptable material, Forest Service will provide another source with adjustment in accordance with F.2.5.3.

When Contractor elects not to use designated sources, Contractor shall furnish the specified product with no adjustment in unit rates. Quality testing shall be the responsibility of Contractor. Test results shall be furnished to Forest Service.

When Contractor elects not to use designated sources and the Schedule of Items lists pit development separately, cost allowance will be reduced under F.2.5.3 when Forest Service determines the work will not be required.

When materials are subject to a weight measurement, the specific gravity or weight/volume relationship used as a basis for determination of estimated quantities shall be:

Source I 1.80 , Source II N/A , and Source III N/A .

Contractor may, when agreed in writing, use on the project such suitable stone, gravel, and sand, or other material found in the excavation, and will earn a cost allowance for the excavation of such materials at the corresponding contract unit price and for the pay items for which the excavated material is used. Contractor shall replace, without additional cost allowance, sufficient suitable materials to complete the portion of the work that was originally contemplated to be constructed with such material. Contractor shall not excavate or remove any material, except that which is within the excavation limits, without written authorization from Forest Service.

When material is appraised from non-National Forest designated sources, owner charges for the material in terms of unit cost for royalties, purchase of raw materials, or finished products shall be as follows until N/A :

**See Material Source Table.**

Should quantity vary from that estimated, payment to owners shall be for units actually obtained. Contractor shall make arrangements with owner(s) for measurement and payment for royalties, purchase of raw materials, or finished products, as shown above.

Materials produced or processed from National Forest lands in excess of the quantities required for performance of this contract are the property of Forest Service, unless prior written agreement has been obtained to use excess material on other National Forest contracts. Forest Service is not obligated to reimburse Contractor for the cost of their production.

Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials shall be located to facilitate their prompt inspection. Sites on Forest Service administered land, approved by Forest Service, may be used for storage purposes and for the placing of Contractor's

plant equipment. All storage sites provided by Forest Service shall be restored at Contractor's expense. Contractor shall be responsible for making arrangements for storage on other than Forest Service administered lands.

When the construction of the portion of the project for which Temporary Roads used for hauling materials is completed, all such Temporary Roads shall be restored as nearly as practicable to their original ground profile, unless otherwise agreed in writing.

\* SAMPLE \*

<b>Material</b>	<b>Type of Purchase</b>	<b>Owner(s)</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Total</b>
CRUSHED	FINISHED	Teichert Aggregates	Ton	None		
AGGREGATE	PRODUCT	Cool		Obtained		

\* SAMPLE \*

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

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

See Contract Road Maintenance Requirements Summary Table.

\* SAMPLE \*

K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS. (9/04) Contractor shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

**Contract Road Maintenance Requirements Summary**

Road	Termini MP		Miles	Applicable Pre-haul Road Maintenance Specifications									
	From	To		T801	T802	T803	T804	T805	T806	T807	T808	T809	
16	0.00	6.59	6.59	P	P	P					P		
16-10	0.00	0.25	0.25	P	P	P					P		
16-33	0.00	0.32	0.32	P	P	P					P		
16-46	0.00	1.99	1.99	P	P	P					P		
16-46-08	0.00	1.05	1.05	P	P						P		
96	1.66	25.55	25.55	P	P						P		
96-15	0.00	0.21	0.21	P	P	P					P		
96-17	0.00	0.10	0.10	P	P						P		
96-18	0.00	0.10	0.10	P	P	P					P		
96-21	0.00	0.38	0.38	P	P	P					P		
96-22	0.00	0.25	0.25	P	P	P					P		
96-38	1.40	2.20	0.80	P	P						P		

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

Road	Termini MP		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To		T801	T802	T803	T804	T805	T806	T807	T808	T809	
16	00.0	6.59	6.59	P	P	P		P	P	P			
16-10	00.0	0.25	0.25	P	P	P		P	P	P			
16-33	00.0	0.32	0.32	P	P	P		P	P	P			
16-46	00.0	1.99	1.99	P	P	P		P	P	P			
16-46-08	00.0	1.05	1.05	P	P			P		P			
96	1.66	25.55	25.55	P	P			P		P			
96-15	0.00	0.21	0.21	P	P	P		P	P	P			
96-17	0.00	0.10	0.10	P	P			P		P			
96-18	0.00	0.10	0.10	P	P	P		P	P	P			
96-21	0.00	0.38	0.38	P	P	P		P	P	P			
96-22	0.00	0.25	0.25	P	P	P		P	P	P			
96-38	1.40	2.20	0.80	P	P			P		P			

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

Road	Termini MP		Miles	Applicable Post Haul Road Maintenance Specifications									
	From	To		T801	T802	T803	T804	T805	T806	T807	T808	T809	
16	00.0	6.59	6.59		P	P		P			P	P	
16-10	00.0	0.25	0.25		P	P		P			P	P	
16-33	00.0	0.32	0.32		P	P		P			P	P	
16-46	00.0	1.99	1.99		P	P		P			P	P	
16-46-08	00.0	1.05	1.05		P						P		
96	1.66	25.55	25.55		P						P		
96-15	0.00	0.21	0.21		P	P		P			P	P	
96-17	0.00	0.10	0.10		P						P		
96-18	0.00	0.10	0.10		P	P		P			P	P	
96-21	0.00	0.38	0.38		P	P		P			P	P	
96-22	0.00	0.25	0.25		P	P		P			P	P	
96-38	1.40	2.20	0.80		P						P		

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

\*SAMPLE\*

K-F.3.2# - ROAD MAINTENANCE DEPOSIT SCHEDULE (08/2012)

Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Contractor's performance of road maintenance, Contractor shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Contractor's commensurate use of each road listed in the Road Maintenance Plan in K-F.3.1#.

Contractor and Forest Service may agree in writing on adjustment of such rates. If Contractor uses roads under jurisdiction of Forest Service other than those listed in the Road Maintenance Plan, Forest Service shall establish rates commensurate with Contractor's use of such roads.

The Required Deposits for Forest Service work in lieu of Contractor performance are \$1.41 per Ton for recurrent maintenance, and \$1.18 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
-----------------	------	-----------------

N/A

K-F.3.5# - ROAD AND WATER SUPPLY USE (05/2008)

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

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

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

See Table A.

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

<p>Load Limitations</p>	<p>Contractor shall notify Forest Service in writing of the planned size and load distribution for equipment which exceeds the State of California Vehicle Code legal size and weight, and the National Forest System roads to be used. Such notice may be part of plan of operation under G.3.1.1. Within 15 days after receipt of the written notice Forest Service shall notify Contractor in writing of any regulations or restrictions that may be needed to protect National Forest Transportation Facilities.</p> <p>A written permit shall be required for moving any vehicle which is in excess of the established legal size and weight which is not listed in the above plan, except as may be authorized in prior written agreements.</p>
<p>Existing Non-National Forest System Roads</p>	<p>Roads not shown on Contract Area Map may be used as Temporary Roads if there is agreement before use is started.</p>
<p>Snow Removal</p>	<p>If Contractor removes snow from roads, such work shall be done with Forest Service approval and in a manner that will protect roads and adjacent resources.</p> <p>Snow berms shall be removed or placed to avoid accumulation of melt water on the road and prevent water concentration on erosive slopes or soils.</p> <p>Snow must not be removed to the road surface. A minimum 6" inch snow depth must be left to protect the roadway. If the road surface is damaged, Contractor shall replace lost surface material and repair structures damaged in blading operations prior to hauling, unless climatic conditions prevent necessary work from being accomplished or as otherwise agreed in writing.</p> <p>Single lane roads shall be plowed full width including turnouts. In event double lane roads are not plowed to full width, warning signs shall be required and plowing shall be no less than single lane (12 feet) with intervisible turnouts.</p>



<p>Water Supply Deposits</p>	<p>If Contractor utilizes the water site located &lt; &gt;, for any listed activity, Contractor shall make deposit with Forest Service for that activity at the time and in the amount shown in the Water Supply Deposit Schedule table below.</p> <p style="text-align: center;">WATER SUPPLY DEPOSIT SCHEDULE</p> <table border="1" data-bbox="431 468 1416 686"> <thead> <tr> <th data-bbox="431 468 630 543">Activity</th> <th data-bbox="630 468 826 543">Unit of Payment</th> <th data-bbox="826 468 1023 543">Unit Cost</th> <th data-bbox="1023 468 1219 543">Total Cost</th> <th data-bbox="1219 468 1416 543">Time of Payment</th> </tr> </thead> <tbody> <tr> <td data-bbox="431 543 630 590">N/A</td> <td data-bbox="630 543 826 590"></td> <td data-bbox="826 543 1023 590"></td> <td data-bbox="1023 543 1219 590"></td> <td data-bbox="1219 543 1416 590"></td> </tr> <tr> <td data-bbox="431 590 630 636"></td> <td data-bbox="630 590 826 636"></td> <td data-bbox="826 590 1023 636"></td> <td data-bbox="1023 590 1219 636"></td> <td data-bbox="1219 590 1416 636"></td> </tr> <tr> <td data-bbox="431 636 630 682"></td> <td data-bbox="630 636 826 682"></td> <td data-bbox="826 636 1023 682"></td> <td data-bbox="1023 636 1219 682"></td> <td data-bbox="1219 636 1416 682"></td> </tr> </tbody> </table>	Activity	Unit of Payment	Unit Cost	Total Cost	Time of Payment	N/A														
Activity	Unit of Payment	Unit Cost	Total Cost	Time of Payment																	
N/A																					
<p>Surface Replacement Deposits</p>	<p>Contractor shall make Required Deposits for deferred surface replacement (16 U.S.C. 537) for use of existing surfaced roads. If applicable, such deposits shall be based upon the volume and distance hauled on the roads and at the applicable rates listed in the table below titled Surface Replacement Deposit Schedule. If Contractor uses surfaced roads under jurisdiction of Forest Service other than those listed, Forest Service may establish applicable rates for such surfaced roads.</p> <p style="text-align: center;">SURFACE REPLACEMENT DEPOSIT SCHEDULE</p> <table border="1" data-bbox="431 1087 1416 1276"> <thead> <tr> <th data-bbox="431 1087 630 1134">Road No.</th> <th data-bbox="630 1087 826 1134">From</th> <th data-bbox="826 1087 1023 1134">To</th> <th data-bbox="1023 1087 1219 1134">Miles</th> <th data-bbox="1219 1087 1416 1134">Rate</th> </tr> </thead> <tbody> <tr> <td data-bbox="431 1134 630 1180">ALL</td> <td data-bbox="630 1134 826 1180"></td> <td data-bbox="826 1134 1023 1180"></td> <td data-bbox="1023 1134 1219 1180"></td> <td data-bbox="1219 1134 1416 1180">\$2.39 / Ton</td> </tr> <tr> <td data-bbox="431 1180 630 1226"></td> <td data-bbox="630 1180 826 1226"></td> <td data-bbox="826 1180 1023 1226"></td> <td data-bbox="1023 1180 1219 1226"></td> <td data-bbox="1219 1180 1416 1226"></td> </tr> <tr> <td data-bbox="431 1226 630 1272"></td> <td data-bbox="630 1226 826 1272"></td> <td data-bbox="826 1226 1023 1272"></td> <td data-bbox="1023 1226 1219 1272"></td> <td data-bbox="1219 1226 1416 1272"></td> </tr> </tbody> </table> <p style="text-align: center;">Contract Area Average Rate:    <b>\$2.39 / Ton</b></p>	Road No.	From	To	Miles	Rate	ALL				\$2.39 / Ton										
Road No.	From	To	Miles	Rate																	
ALL				\$2.39 / Ton																	

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

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

**See Table A.**

\* SAMPLE \*

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

<u>Subdivision/ Area/Unit</u>	<u>Conditions of Operation</u>	<u>Purpose</u>
Units 1, 2, 3, 4, 5, 16, 81, 102 (adjacent to FS 96-26)	No operations from March 1 <sup>st</sup> through August 15 <sup>th</sup> .	To protect the California Spotted Owl
102 (that portion along the FS 16-48 rd.)	No operations from Feb 15 <sup>th</sup> through September 15 <sup>th</sup> .	To protect the Northern Goshawk
All	Skidding operations will only be permitted when soil moisture conditions are such that compaction, gullyng, and/or rutting will be minimal. Equipment may operate on designated skid trails when soils are dry to a minimum of 4 inches. Low-ground pressure equipment may operate off of designated skid trails when soils are dry to a depth of 4 inches. High-ground pressure equipment may operate off of designated skid trails when soils are dry to a depth of 8 inches. Off of designated skid trails, limit all equipment passes over the same piece of ground to reduce the potential for adverse soil compaction. Outside Normal Operating Season (NOS) or during wet periods within the NOS, utilize the TNF Wet Weather Operations Guidelines.	To protect soil from compaction, gullyng and rutting.  Outside Normal Operating Season Oct. 16 through June 14.

K-G.3.2# - PROTECTION OF RESERVE TREES (09/2004)

Contractor's damage or destruction of reserve trees described in K-C.3# will cause serious and substantial silvicultural or other damage to the National Forest. It will be difficult if not impossible to determine the amount of such damage. Therefore, Contractor shall pay as fixed, agreed, and liquidated damages \$ 4990.00 for each Rust Resistant Sugar Pine reserve tree and \$ N/A for each N/A reserve tree damaged or destroyed by Contractor's Operations, in addition to amounts payable under D.4.5 and D.4.6.

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

K-G.3.3.1 - LOG TRUCKING (02/2005)

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

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

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

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

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

See Table A.

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

Treatment Method	Felling, Bucking and Limbing Specifications
Limbing	<p>Outside of construction clearings, Clearcutting Units and regeneration units, unless otherwise provided by G.4.1.4, Purchaser shall, prior to skidding/yarding operations, cut exposed limbs from products which are to be skidded/yarded. Such limbing of stems shall be done to a top diameter of approximately &lt; &gt; inches, at which point the top shall be cut from the remainder of the stem.</p> <p style="text-align: center;"><b>N/A</b></p>
<p>No Lop "No Lop"</p>	<p>Within units or subdivisions designated NO LOP on Contract Area Map, <b>trees shall be skidded/yarded to agreed landing locations prior to lopping.</b></p>
<p>Whole Tree Yarding "Whole"</p>	<p>Notwithstanding the requirements above, within units or subdivisions designated "Whole" on Contract Area Map, trees smaller than <b>24</b> inches DBH shall be skidded/yarded to agreed landing locations prior to limbing, bucking, and lopping. Trees larger than or equal to <b>24</b> inches DBH shall be bucked into two or more pieces with the butt portion being no longer than <b>41</b> feet prior to skidding/yarding. The <b>butt log shall not be limbed prior to skidding/yarding.</b></p>
Directional Felling	<p>Within areas designated DF on Contract Area Map, Included Timber shall be directionally felled away from stream courses, structures, survey monuments, private property, and controlled areas with the use of specialized equipment. Such directional felling shall not be required when in the faller's judgment it is unsafe to do so, and shall be left standing.</p>
Treatment of Stumps	<p>Within areas shown on Contract Area Map, Contractor shall treat stumps of all live Conifer trees equal to or greater than <b>14</b> inches stump diameter, (measured inside bark) unless otherwise agreed in writing. Treatment shall be with a borate compound registered by EPA in the State of California for prevention of annosus root disease.</p> <p>Treatment shall consist of removal of sawdust and other loose debris from the cut surface of the stump and application of a thin layer of the borate compound uniformly over the entire cut surface, including</p>

Treatment Method	Felling, Bucking and Limbing Specifications								
	<p>exposed wood surfaces on the stump sides, at the rate specified on the product label. Any surface irregularities on the stump preventing application of a uniform layer of borate compound shall be cut level prior to treatment. Unless waived in writing, Contractor shall also apply an approved colorant mixed with the borax to insure complete coverage. Treatment should be done as soon as possible but shall be completed no later than <b>4</b> hours after felling, otherwise stumps shall be re-cut and treated.</p> <p>Contractor shall not apply borate compound during heavy rain fall or when such precipitation rate is predicted within <b>24</b> hours of application to cause borate compound to be flushed off the stump and become ineffective, in that case treatment shall be reapplied. Application shall be completed within 24 hours of the precipitation having ceased. Borate compound also <b>shall not be applied to stumps located within 25 feet of live streamcourses and meadows/wetlands shown on Contract Area Map and/or 10 feet of sensitive plant location boundaries as flagged on the ground.</b></p> <p>Contractor shall provide the borate compound and colorant and apply it in compliance with the State of California laws and regulations pertaining to pesticides and pest control operations. Borate compound storage shall be located such that any spillage will not contaminate water. All spills shall be promptly cleaned up and spilled material disposed of according to the product label. All spills occurring in water or over 1/2 pound shall be reported to Forest Service within 3 hours.</p> <p>Contractor shall submit at the end of each month a "Monthly Summary of Pesticide Use Reports" to the appropriate County Agricultural Commissioner with a <b>copy to the District Ranger.</b></p>								
Maximum Log Length	<p>Cut trees shall be bucked prior to skidding so that resulting logs shall not exceed the maximum log length including trim allowance shown in following table:</p> <table border="1" data-bbox="586 1528 1422 1717"> <thead> <tr> <th data-bbox="586 1528 967 1577">Unit Number</th> <th data-bbox="967 1528 1422 1577">Maximum Log Length</th> </tr> </thead> <tbody> <tr> <td data-bbox="586 1577 967 1625">All</td> <td data-bbox="967 1577 1422 1625">41 feet</td> </tr> <tr> <td data-bbox="586 1625 967 1673"></td> <td data-bbox="967 1625 1422 1673"></td> </tr> <tr> <td data-bbox="586 1673 967 1717"></td> <td data-bbox="967 1673 1422 1717"></td> </tr> </tbody> </table>	Unit Number	Maximum Log Length	All	41 feet				
Unit Number	Maximum Log Length								
All	41 feet								

Minimum Stump Height	Unit/Subdivision	Minimum Stump Height (inches)	Purpose or Reason
	All	3 inches	Facilitate Timber accountability

\* SAMPLE \*

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

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

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

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

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

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

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

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

See Table A.



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

Vegetative Soil Stabilization N/A

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

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

- (a) Traveled Way of National Forest System roads used by Contractor and listed in the legend of Contract Area Map.
- (b) Roadbeds of any Temporary Roads used for log hauling by Contractor.
- (c) Landings or portions thereof located outside Roadbed limits of National Forest System roads not designated for scarification.

Scarification shall be to a depth of 6 inches, with intervals between striations not to exceed 12 inches, unless otherwise agreed.

Backblading N/A

Tillage In addition to meeting the requirements of G.6.4, unless otherwise agreed in writing, tillage shall be required on the areas listed in the following table.

Tillage shall be accomplished by equipment that will lift and fracture the soil by vertical and lateral shattering, leaving soil loosened through the full width and depth of the compacted layer with the topsoil remaining substantially in place rather than being inverted.

Tillage depth is shown in the following table. Agreement in writing may be made to a lesser depth if rocks or other limiting site conditions are encountered.

Tillage shall be limited to periods when soil dryness will result in crumbled soil, avoiding the formation of large clods. Contractor and Forest Service shall agree in writing on the timing of completion of such work to coordinate with desirable soil moisture conditions.

Areas to Till	Tillage Depth (Inches)	Maximum Acres to Treat
Landings	24	18
Main Skid Roads and Tractor Roads designated by Forest Service	24	30
Temporary Roads	24	29

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

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

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

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

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

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

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

See the slash treatment specification table below.

See Table A.

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

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

Slash Treatment Methods

<u>Symbol</u>	<u>Method</u>	<u>Definition</u>
Buck-L	"Bucking Large Logging Slash"	Tops and limbs over N/A inches diameter outside bark (d.o.b.), not to be otherwise treated, shall be bucked into lengths not to exceed 6 feet, unless agreed otherwise.
Buck-P	"Bucking and Piling"	Logging Slash smaller than N/A inches and larger than N/A inches in large end d.o.b. shall be bucked into lengths not to exceed N/A feet and left in place. Logging Slash N/A inches and smaller in large end d.o.b. shall be hand Piled within Required Disposal Strip for Forest Service disposal.
Bury	"Burying"	Logging Slash shall be buried where agreed in borrow areas, pits, trenches, or other locations reasonably near the area of origin. Logging Slash shall be matted down in layers and shall be covered with at least N/A feet of rock and soil so that the final surface is sloped to drain and relatively smooth.
Chip	"Chipping"	Chippable Logging Slash up to N/A inches in d.o.b. shall be processed through a chipping machine. Chips shall be scattered to a loose depth not exceeding N/A inches.
Deck	"Decking" large material	Logging Slash N/A inches or larger in large end d.o.b. and N/A feet or more in length shall be Decked for disposal by Forest Service by piling pieces parallel to each other.
Mach	"Machine Piling"	Concentrations of Logging Slash, excluding scattered individual pieces, shall be Machine Piled by tractor equipped with brush rake for disposal by Forest Service.
Pile	"Piling" small material	Logging Slash smaller than N/A inches in large end d.o.b. and N/A feet long shall be hand Piled for disposal by Forest Service.
Remove	"Removing"	Logging Slash shall be moved or hauled to locations shown on Contract Area Map and

designated on the ground where it shall be piled for disposal by Forest Service.

Scat 18" "Scattering"  
Scat 30"

Logging Slash shall be scattered to reduce slash concentrations with slash being generally left within 18 or 30 inches off the ground as shown on Contract Area Map. Logging Slash shall be scattered into openings away from and without unnecessary damage to residual trees. All scattered logs shall be limbed, placed away from trees and positioned so they will not roll. When Scattering is specified, another method may be used by agreement.

Stack "Stacking" small material

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

View "Visible Slash Treatment"

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

YUMD "Yarding Unutilized Material-Decking"

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

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

YUME "Yarding Unutilized Material-Exterior Boundary"

All unutilized material developed by Contractor's Operations shall be treated by the d.o.b. and length specifications as shown in the unit specification table. All unutilized material shall be yarded to locations a minimum of 50 feet slope distance within the exterior boundaries

of such units and positioned so the yarded material will not roll.

YUML "Yarding Unutilized Material-Landing"

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

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

YUMR "Yarding Unutilized Material-Removal"

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

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

Cover "Covering Piles"

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

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

Fell "Damaged Small Trees"

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

Fire-L "Firelines"

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

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

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

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

Fuel-B "Fuelbreaks"

In subdivisions N/A and shown on Contractor Area Map, Logging Slash shall be scattered within N/A feet slope distance of the inside edge of firelines. Shown on Contract Area Map, with boundaries designated on the ground, are "Fuelbreaks" of varying width. Within such Fuelbreaks all Logging slash and Construction slash shall be treated by Contractor. Primary treatment shall be by Removing, Burying, Chipping, Piling, Machine Piling, or a combination of these methods unless a method is specified or prohibited on Contract Area Map. Slash larger than treatment size requirements of selected or specified methods shall be scattered outside Fuelbreak, or treated as agreed.

PILING SPECIFICATIONS. All piles shall be reasonably compact and free of soil to facilitate burning and shall be constructed of such size and at such distance from trees so that burning shall not result in unnecessary damage to residual timber. Such Logging Slash shall be bucked into lengths not exceeding ten feet prior to piling. Maximum width of tractor, with brush rake attached, shall not exceed 130 inches. Machine Piling is not required on areas where use of tractors would cause undue damage to residual timber or where slopes exceed 30 percent. Piles shall be located a distance of at least twice their height in feet from the outer edge of tree crowns or snags. Piles shall be no less than four feet in height or greater than 20 feet in height. Material extending three feet or more outside the edge of a pile shall be trimmed. An eight foot fuelbreak shall be cleared of all but fine material around each Machine Pile and an 18 inch wide fireline shall be cleared to mineral soil around the outer ring of the fuelbreak. For hand piles, Contractor shall construct a fireline cleared to mineral soil and at least 3 feet wide around each pile. In areas where there is a potential for burning material to roll, firelines, including those for Machine Piles, shall be trenched on the downhill side of each pile to adequately prevent material from crossing firelines. Trenches shall be constructed by hand unless otherwise agreed.

UNIT AND SUBDIVISION.SLASH TREATMENT SPECIFICATIONS.

<b>SLASH TREATMENT</b>		
<b>Subdivision or Unit No</b>	<b>Specified Method</b>	<b>Prohibited Method</b>
N/A		

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

<b>SLASH TREATMENT</b>			
	<b>Subdivision or Unit No.</b>	<b>Specified Method</b>	<b>Maximum Height of Decks</b>
<b><u>Landings</u></b>	<b>ALL</b>	<b>Cover, Deck, Mach, TILL</b>	<b>20 feet</b>
<b><u>Disposal Sites</u></b>	<b>N/A</b>		

TREATMENT ALONG PERMANENT ROADS Permanent roads that require roadside slash treatment are listed in the attached table and shown on Contract Area Map. All Logging and Construction Slash within Required Disposal Strips shall be treated by Contractor. "Required Disposal Strips" are those areas adjacent to permanent roads where slash treatment is required for resource objectives. The width of Required Disposal Strips is shown in the attached table and is measured in slope distance from Roadbed edges of permanent roads.

By agreement the location of Required Disposal Strips may be adjusted from side to side without materially changing the total work required.

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

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

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

TREATMENT ALONG TEMPORARY ROADS. Outside of Clearcutting Units or regeneration units, all trees felled or pushed over and trees damaged beyond recovery by Temporary Road construction shall be felled, limbed to a stem d.o.b. of approximately 3 inches, at which point the top shall be cut from the remainder of the stem, and stem shall be bucked into lengths not exceeding 10 feet. Such slash shall be Scattered free of soil to reduce concentrations unless treatment is required by another specified method.

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

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



K-G.8.1.5 - THIRD PARTY SCALING SERVICES (09/2004)

Notwithstanding the requirement for Forest Service or parties under contract to Forest Service to provide Scaling services under G.8.1, Scaling designated in A.10 shall be conducted by a third party Scaling organization approved by Forest Service. Scaling shall be done in accordance with A.9 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 G.8.1.1 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 A.10 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 K-G.8.1.6 and Integrated Resource Account will be charged for such Scaling.

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

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

**Stewardship Projects**

**MANDATORY PROJECT 001 - Reduce Fuel Loading within Fuelbreak**

**QUANTITY:**

SUBDIVISION	ACRES
101	86
102	14
<b>TOTAL</b>	<b>100</b>

1. **Project Description** - Hand thinning and cutting of trees and brush with chainsaws and hand piling of cut trees, cut brush, and existing slash in fuelbreak as measured 150 feet slope distance from the edge of National Forest System Roads (FS) 96 and 16-48.
2. **Project Location** - The locations of the worksites are shown on the Contract Area Map. This project work will be done within the boundaries of all subdivisions.
3. **Technical Specifications:**

Contractor shall thin trees and brush, and hand pile the cut material according to the following specifications unless otherwise agreed in writing:

1. Tree thinning:

- Contractor shall cut and hand pile undesirable and excess trees 1.0" to 9.9" dbh within Subdivision 101 and 1.0" to 5.9" within Subdivision 102 to achieve an average space between crowns of 20 feet x 20 feet.
- Contractor shall cut and hand pile conifers within 10 to 15 feet of drip line of Oak hardwood species.
- Contractor shall select leave trees from healthy undamaged conifers as necessary. Spacing may be varied up to 25 percent to select the most desirable tree. In cases where an overstory of large conifers and hardwoods exist, the Contractor will not be selecting leave trees but rather cutting trees between 1.0" to 9.9" dbh within Subdivision 101 and 1.0" to 5.9" within Subdivision 102.
- Leave trees shall generally be those of the tallest height, largest crown, and straightest boles that are free of damage due to insects, disease, physical and mechanical causes.
- No Oak hardwood species will be cut.
- If no healthy, undamaged tree exists at the required spacing interval, leave tree with minor damage.
- Species preference for conifer leave trees, in order:
  1. Sugar Pine
  2. Ponderosa Pine
  3. Douglas-fir
  4. Incense Cedar
  5. White Fir / Red Fir

- Stump heights shall be no more than 4 inches high as measured on the uphill side of the tree or 4 inches above natural obstacles (i.e. logs, rocks). Stump cuts shall be cut flush with no angle cuts.

2. Treatment of brush and slash:

- Contractor shall cut and hand pile live and dead brush greater than 12 inches in height.
- All cut brush stumps shall be no more than 4.0 inches high as measured on the uphill side or 4.0 inches above natural obstacles (i.e. logs, rocks). Stump cuts shall be cut flush with no angle cuts.

3. Piling of cut material and existing slash:

- All cut material and existing slash (eg. green tree tops, limbs, boles, snags, live and dead brush) measuring 1 inch in diameter to 10 inches in diameter on the small end and 3 feet in length, shall be piled.
- Piles shall be compact with a maximum diameter of 10 feet and maximum height of 6 feet. The minimum diameter shall be at least 4 feet and shall be at least 4 feet high. No one piece shall extend more than 2 feet from the pile.
- Piles shall be located at least 10 feet from the dripline of leave trees and snags. Piles will not be constructed in such a way as to cause damage to overhanging branches.
- Each pile shall be 50% covered (measured on the horizontal plane) with 4 mil or higher rated plastic supplied by the Contractor. Plastic shall be placed over the top of pile at  $\frac{3}{4}$  of the height of the pile, and secured with the remaining  $\frac{1}{4}$  of the pile.
- All piles shall be built at least 25 feet away from existing structures and protected improvements.
- Piles shall not be placed within the 100 foot buffer strip of perennial streams, 50 foot buffer strip of intermittent streams, or within the stream channel of ephemeral streams as identified on the Contract Area Map or flagged on the ground. All material will be carried and piled outside these buffer strips.

**4. Operation Schedule:**

No operations will occur in Subdivision 102 adjacent to FS 96-26 from March 1 through August 15. No operations will occur in Subdivision 102 adjacent to FS 16-48 from February 15 through September 15.

**5. Contractor's Obligations:**

The Contractor shall furnish materials, labor, supervision, transportation, and all supplies for this project.

**6. Inspection:**

A. Inspection Procedure

- 1) The Contractor shall make periodic inspections of the project work that has been completed and shall take corrective action, if necessary.
- 2) The Forest Service will make periodic inspections visually or on a plot basis to verify that the Contractor is meeting contract specifications. The Contractor or his representative is encouraged to observe the inspection and will receive inspection summaries upon request. Inspections shall be performed in a manner that will not unduly delay work.

B. Unsatisfactory Thinning, Brush and Slash Treatment

When inspection results are below 95 percent and excess trees contribute significantly to the lower inspection percentage, acceptance will not be made until the excess tree deficiency has been corrected. Reinspections after rework will be made in the same manner as the first inspection but on a different pattern.

C. Inspection of Piling Treatment

Acceptance will be determined by comprehensive visual inspection to the areas requiring treatment and will be based on adherence to the requirements stated in the Technical Specifications. Nonconformance with any of the Specifications will classify the treatment as unsatisfactory and rework will be required to bring the treatment up to Specification standards.

**7. Measurement And Stewardship Credit:**

A. Measurement

The acreages were measured on the horizontal plane within the established boundaries.

B. Remeasurement

- \*1) The Contractor may at any time after award request remeasurement of any treatment area. This request must be made in writing.
- 2) If remeasurement indicates a variance greater than 5 percent, the Quantity stated in A.4.3 will be modified based on the remeasured acreage and the Forest Service will pay for the remeasurement.

C. Determining Stewardship Credits

1) Calculation of Stewardship Credits for Accepted Work - Plot Inspection

- a. After inspection of completed acreage, the Forest Service will calculate the Stewardship Credits.

- b. When the percent of satisfactory project work is 95 percent or greater, Stewardship Credits will be earned at the bid rate price per acre.

\* SAMPLE \*

K-H.2# - SPECIFIED FIRE PRECAUTIONS (06/2012)

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

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

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

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

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

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

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

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

**Table A**

A. Fire Tools and Equipment

Contractor shall meet applicable parts of Section 4428 of the CPRC.

Unless agreed otherwise, Fire tools kept at each Active Landing shall be sufficient to equip all employees in the felling, yarding, loading, chipping, and material processing operations associated with each landing. Fire equipment shall include two tractor headlights for each tractor dozer used in Contractor's Operations. Tractor headlights shall be attachable to each tractor and served by an adequate power source. Fire tools shall be kept in a sealed fire tool box adjacent to the Active Landing and readily accessible in event of fire.

Where cable yarding is used, Contractor shall provide a size 0 or larger shovel with an overall length of not less than 46 inches and a serviceable 5 gallon backpack pump filled with water or a fire extinguisher bearing a label showing at least a 4-A rating must be within 25 feet of each tail and corner block.

Trucks, tractors/skidlers, pickups and other similar mobile equipment shall be equipped with and carry at all times a size 0 or larger shovel with an overall length of not less than 46 inches and a 2-1/2 pound axe or larger with an overall length of not less than 28 inches.

All required fire tools shall be maintained in suitable and serviceable condition for fire fighting purposes.

B. Fire Extinguishers

Contractor shall equip each internal combustion yarder, fuel truck, and loader with a (4-A:60-B:C) fire extinguisher for oil and grease fires.

Skidders and tractors shall be equipped with a minimum 5-BC fire extinguisher.

Fire extinguishers shall be mounted, readily accessible, properly maintained and fully charged.

Contractor shall equip all mechanized harvesting machines and log processors with hydraulic systems, powered by an internal combustion engine (e.g. masticator, chipper, feller/buncher, harvester, forwarder, Hot Saw, stroke delimeter, etc), with at least two 4-A:60-B:C fire extinguishers or an acceptable CAFS substitute identified in Section K.

C. Spark Arresters and Mufflers

Except for tractors and other equipment with exhaust-operated turbochargers, Contractor shall equip each operating tractor and any other internal combustion engine with an approved spark arrester. There shall be no exhaust bypass on any system.

Spark Arresters shall be a model tested and approved under Forest Service Standard 5100-1a as shown in the National Wildfire Coordinating Group Spark Arrester Guide, Volumes 1 and 2, and shall be properly mounted and maintained according to manufacturer's specifications.

Every motor vehicle subject to registration shall at all times be equipped with an adequate exhaust system meeting the requirements of the California Vehicle Code.

D. Power Saws

Each power saw shall be equipped with a spark arrester approved and maintained in effective working order as identified in the Spark Arrestor Guide in Section C. above and according to applicable parts of CPRC Section 4442 or 4443. An Underwriters Laboratories (UL) approved fire extinguisher containing a minimum 14 ounces of fire retardant shall be kept with each operating saw.

A size 0 or larger shovel with an overall length of not less than 38 inches shall be kept with each gas can, but not more than 300 feet from each power saw when used off cleared landing areas.

E. Fire Supervisor & Fire Patrolperson

Contractor shall designate in the fire plan required by H.1 and furnish on Contract Area during operating hours a fire supervisor, named in writing and authorized to act on behalf of Contractor in fire prevention and suppression matters. Unless agreed otherwise, Contractor shall furnish and designate in writing, a Fire Patrolperson each operating day when Project Activity Level C or higher is in effect. When on duty, the Fire Patrolperson is required to patrol the operation for the prevention and detection of fires, to take suppression action where necessary and to notify Forest Service as required under Sections I. Reporting Fires and L. Communications. This Fire Patrol is required on foot, unless otherwise agreed. By written agreement, one Fire Patrolperson may provide patrol on this and adjacent projects or sales. No Fire Patrolperson shall be required on Specified Road construction jobs except during clearing operations unless otherwise specified.

F. Seasonal Permits

Contractor shall obtain written permits from Forest Service before allowing welding, warming fires or burning, subject to K-H.2.2# - Emergency Precautions.

G. Clearing of Fuels

Contractor shall clear away, and keep clear, fuels and logging debris as follows:

Welding equipment and stationary log loaders, yarders and other equipment listed in California State Law:	10 feet slope radius
Tail or corner haulback blocks:	All running blocks on a cable yarding operation shall be located in the center of an area that is cleared to mineral soil at least 15 feet in diameter.



Lines near, between or above blocks:	Sufficient clearing to prevent line from rubbing on snags, down logs and other dead woody material.
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H. Smoking

All smoking shall be confined within a car, truck, crew rig or other enclosed cab after 1:00 PM on Ev days and all hours on E days (K-H.2.2#). At other times, any smoking shall be done while sitting in an area at least 3 feet in diameter, cleared of flammable materials. Burning tobacco and matches shall be extinguished before they are properly disposed.

I. Reporting Fires

As soon as feasible, but no later than **15 minutes** after discovery, Contractor shall notify Forest Service of any fires on Contract Area or along roads used by Contractor.

J. Tank Truck

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

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

(1) Pump, which at sea level, can deliver 23 gallons per minute at 175 pounds per square inch measured at the pump outlet. Pumps shall be tested on Contract Area by Forest Service using a 5/16 inch orifice with a one inch in line test kit and shall meet or exceed the pressure values identified in the following table for nearest temperature and elevation:

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

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

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

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

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

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

(5) When Contractor is using Hot Saws or Masticators an additional 250 feet of light weight hose, approved by Forest Service, shall be immediately available for use and be capable of connecting to the 300 feet of hose and appurturances in (2) and (3) above.

(6) This equipment and accessories shall be deliverable to a fire in the area of operations and is subject to the requirements for each specific activity level identified in K-H.2.2#.

L. Communications Contractor shall furnish a serviceable communications system such as a telephone, radio-telephone, radio system or satellite phone connecting each operating side within the Contract Area with Contractor's headquarters, and capable of notifying Forest Service within **15 minutes** of discovery of any fires on the Contract Area or along Contractor's haul route. When such headquarters is at a location which makes communication to it clearly impractical, Forest Service may agree to a reasonable alternative notification method.

A Citizen's Band (CB) radio is not acceptable communications.

M. Cable Yarding  
Tank Unit

When all or part of Included Timber will be harvested by a long span (over 1,500 feet)cable yarding operation, Contractor shall provide at each active cable yarding landing a tank truck, trailer or acceptable CAFS substitute which can be lifted and transported by the carriage.

The unit shall meet the same requirements as specified for the tank truck, trailer or approved CAFS substitute.

N. Helicopter  
Yarding Fire  
Precautions

Contractor shall provide and maintain fire equipment as follows:

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

K-H.2.2# - EMERGENCY PRECAUTIONS (06/2012)

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

Forest Service, in its sole discretion, may change the predicted activity level if the current fire suppression situation, weather and vegetation conditions warrant an adjustment. If practicable, Forest Service will determine the following day's activity level by 6:00 PM. Contractor shall obtain the predicted Project Activity Level from the appropriate Ranger District Office before starting work each day. Forest Service may change the Project Activity Level Table to other values upon revision of the National Fire Danger Rating System. When Contractor is notified, the revised Project Activity Levels will supersede the levels in the Project Activity Level Table below.

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

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\*SAMPLE\*

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

**PROJECT ACTIVITY LEVEL TABLE**

<b>Level</b>	<b>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</b>
<b>A</b>	Minimum required by K-H.2#.
<b>B</b>	1. Tank truck, trailer, or approved CAFS substitute shall be on or adjacent to the Active Landing.
<b>C</b>	1. When Hot Saws or Masticators are operating, a tank truck, trailer or approved CAFS substitute shall be within ¼ mile of these operations. Effective communications shall exist between the operator and the Active Landing. 2. Immediately after Mechanical Operations cease, Fire Patrol is required for two hours.
<b>D</b>	1. Immediately after Hot Saw or Masticator operations cease, Fire patrol is required for three hours. 2. No Dead Tree felling after 1:00 PM, except recently dead. 3. No Welding or cutting of metal after 1:00 PM, except by special permit.
<b>Ev</b>	1. The following activities may operate all day: <ul style="list-style-type: none"> <li>a) Loading and hauling logs decked at approved landings.</li> <li>b) Loading and hauling chips stockpiled at approved landings.</li> <li>c) Servicing equipment at approved sites.</li> <li>d) Dust abatement, road maintenance (Chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stock pile loading and installation (does not include pit or quarry development).</li> <li>e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings.</li> </ul> 2. Hot Saws or Masticators may operate until 1:00 PM; provided that: <ul style="list-style-type: none"> <li>a) A tractor or other equipment with a blade capable of constructing fireline is on or adjacent to the active landing or within ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the Hot Saw or Masticator.</li> <li>b) Any additional restrictions specified by the Forest.</li> </ul> 3. All other conventional Mechanical Operations are permitted until 1:00 PM. 4. <b>Some operations may be permitted after 1:00 PM, on a case-by-case basis, under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are:</b> <ul style="list-style-type: none"> <li>• Rubber Tire Skidding</li> <li>• Chipping on Landings</li> <li>• Helicopter Yarding</li> <li>• Fire Salvage</li> </ul>



K-I.2.1 - CONTRACT TERM ADJUSTMENT (07/2016)

"Contract Term Adjustment" (CTA) means adjustment only as provided for in the three circumstances described in this subsection. Under these circumstances, the contract term shall be adjusted in writing to include additional calendar days in one or more normal operating seasons equal to the actual time lost, except as limited by paragraph (2) in this subsection.

To qualify for such adjustment, contractor shall give written notice of the lost time not later than 30 days after the end of the normal operating season in which time was lost and at least 10 days before termination date. Contracting officer shall make prompt written acknowledgment of such notice, indicating concurrence with the number of days in the notice or the number of days the Forest Service considers as qualifying for the adjustment. Lost parts of days shall be disregarded in computing time lost. The three circumstances qualifying for a CTA are:

(1) Contractor experiences delay in starting operations scheduled under G.3.1 or interruptions in active operations, either of which stops such operations for 10 or more consecutive days during a normal operating season due to causes beyond the contractor's control, including, but not limited to, acts of God, acts of the public enemy, acts of the Government, labor disputes, fires, insurrections, or floods. Operations subject to these causes include:

(i) Removal of the included timber from contract area through curtailment in felling and bucking, yarding, skidding, loading, hauling, or road construction; or

(ii) Performance of stewardship projects shown in A.4.3.

(2) Causes described in paragraph (1) substantially affect the disposition or processing of included timber during the normal operating season through their effects on primary timber processing facilities, with a resulting delay of 60 days or more in use of such facilities. In such event, the CTA shall not extend for more than 12 consecutive months.

(3) (i) Contracting officer requests the contractor, in writing, to delay or interrupt operations during the normal operating season for any purpose other than suspension under E.4 or J.3; or

(ii) Contractor suffers a delay or interruption of the contractor's operations described in paragraph (1)(i) or (ii) because of a fire emergency closure ordered by Forest Service (or another agency on its behalf), and the total of such lost time is 10 or more days during any normal operating season.

If the termination date is adjusted, as described in this subsection, and later extended under I.2.3, the appraisal for the extension shall be made as of the unadjusted termination date, but the date on which the new rates become effective, if higher than current contract rates immediately prior to the termination date, shall be the adjusted termination date.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

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

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

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

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

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

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