

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> Blue Eyes Stewardship IRTC		<b>Award Date</b>	<b>Termination Date</b> 10/15/2021

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.

<b>EXAMPLE 1/</b>	
<p><u>Subcontractor Certification</u>  <u>Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion</u></p>	
<p>Contract Name: _____                      National Forest: _____</p>	
<p>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.</p>	
<p>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.</p>	
<p>Name of Subcontractor: _____                      Business Address: _____                      _____</p>	
<p>_____</p> <p>Date</p>	<p>_____</p> <p>Signature</p>
<p>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.</p>	

**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 700 acres more or less is located in: T14N, R13E Sec 4, 5 and 8. T15N R13E Sec 26, 27, 32, 33 and 34, MDM

**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	38,496.00	Ton	10.0	1	10	6.0	12

Timber Subject to Agreement under K-C.1.1#								
Other Softwood	Grn Bio Cv	unestimated	Ton	4.0	1	6	1.0	16
<b>Total Quantity</b>		38,496.00	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)	_____	_____
Overstory Removal Units (C.3.3)	_____	_____
Understory Removal Units (C.3.4)	_____	_____
Individual Trees (C.3.5)	_____	389
Incompletely Marked Timber (C.3.6)	_____	_____

**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) \$		
<b>Not Applicable</b>								

**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	.00	3.19			.94
<b>Timber Subject to Agreement under K-C.1.1#</b>							
Other Softwood	Grn Bio Cv	Ton	.10	.10			.00

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
1	Water Source Improvement	Each	1.00		
2	Small Tree Thinning	Acres	204.00		
3	Rehabilitate Unclassified Feature - Unit 20	Each	1.00		
4	Cut and Leave Hazard Trees	Each	50.00		
				*	

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), Units 22,28 and 29, stumps shall be cut to 8" with an angled cut that slopes away from the 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/
0096-054	Lower Glen Mine (R) (segment 0 to 1.8)	Single Lane - 5 mph	1.8 / 2.9	10 11/27/2018	FS	FS	Purchaser BC
0096-054-15	Lower Glen Spur (R) (segment 0 to .14)	Single Lane - 5 mph	.14 / .23	11 11/27/2018	FS	FS	Purchaser BC
0096-049	Upper Glen Mine (R) (segment 0 to 2.5)	Single Lane - 5 mph	2.5 / 4.02	6-7 11/27/2018	FS	FS	Purchaser BC
0096-049-08	Upper Glen Spur (R) (segment 0 to .3)	Single Lane - 5 mph	.3 / .48	8 11/27/2018	FS	FS	Purchaser BC
0096-049-12	Upper Glen Spur (R) (segment 0 to .73)	Single Lane - 5 mph	.73 / 1.17	9 11/27/2018	FS	FS	Purchaser BC
0096-046	Yellow Jacket (R) (segment 0 to 1.39)	Single Lane - 5 mph	1.39 / 2.24	3-4 11/27/2018	FS	FS	Purchaser BC
0096-046-10	Yellow Jacket Spur (R) (segment 0 to .22)	Single Lane - 5 mph	.22 / .35	5 11/27/2018	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
0096-046	Yellow Jacket (R) (segment 0 to 1.39)	Survey and Design	11/20/2018
0096-046-10	Yellow Jacket Spur (R) (segment 0 to .22)	Survey and Design	11/20/2018
0096-049	Upper Glen Mine (R) (segment 0 to 2.5)	Survey and Design	11/20/2018
0096-049-08	Upper Glen Spur (R) (segment 0 to .3)	Survey and Design	11/20/2018
0096-049-12	Upper Glen Spur (R) (segment 0 to .73)	Survey and Design	11/20/2018
0096-054	Lower Glen Mine (R) (segment 0 to 1.8)	Survey and Design	11/20/2018
0096-054-15	Lower Glen Spur (R) (segment 0 to .14)	Survey and Design	11/20/2018

**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	Forest Service approved locations	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

October 15, 2021

**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.2.1.5	DEPOSITS WHEN PAYMENT GUARANTEED
E.4	PAYMENTS NOT RECEIVED
I.2.1	CONTRACT TERM ADJUSTMENT
I.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION
I.6.4	DEBARMENT AND SUSPENSION CERTIFICATION

**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.3.5#	DESIGNATION OF TIMBER, CUTTING UNIT BOUNDARIES, AND SUDIVISION/PAYMENT UNIT BOUNDARIES (06/2012)
K-E.2.1.5	DEPOSITS WHEN PAYMENT GUARANTEED (05/2010)
K-E.4	PAYMENTS NOT RECEIVED (08/2012)
K-F.1.2#	USE OF ROADS BY CONTRACTOR (09/2004)
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.2.2#	PROTECTION OF IMPROVEMENTS (05/2008)
K-G.2.4#	SITE SPECIFIC SPECIAL PROTECTION MEASURES (09/2004)
K-G.3.1.5#	PROJECT OPERATIONS SCHEDULE (12/2006)
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.4.2#	GROUND BASED SKIDDING (12/2006)
K-G.4.2.5	CABLE AND SKYLINE YARDING (08/2007)
K-G.4.2.8	LANDINGS (02/2005)
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.6.4	DEBARMENT AND SUSPENSION CERTIFICATION (03/2018)
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:

<b>Species</b>	<b>Product</b>
<b>Other Softwood</b>	<b>Grn Bio Cv</b>

that shall be Included Timber upon written agreement.

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	Green	<p><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.</p>
N/A		<p><u>Individual Tree Mark.</u> Individual trees are designated for cutting only if Marked above and below stump height with the specified paint color.</p>
All	Orange	<p><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.</p>
N/A		<p><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.</p>

All	Black	Marked Out Trees. When it is necessary to delete previously marked trees, an 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.
		Designator by Spacing K-C.3.5.1#
		Designator by Species and Diameter, K-C.3.5.2#
		Designator by Damage Class, K-C.3.5.3#
		Designator 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.2.1.5 - DEPOSITS WHEN PAYMENT GUARANTEED (05/2010)

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

- (a) Base Rates,
- (b) associated charges, and
- (c) the value of Included Timber exceeding the sum of stewardship credits that have not been established under E.2.2 for mandatory stewardship projects listed in A.4.3 plus optional stewardship projects listed in A.4.3 authorized by Contracting Officer.

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

\* SAMPLE \*

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

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

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

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

**See Restricted Road List Table.**

\*SAMPLE\*

National Forest: Tahoe

Blue Eyes Stewardship IRTC

Use of Roads by Contractor (K-F.1.2#)

Road/ Bridge Number	From	To	Map Legend	Regulation
96	MP 1.66	MP 31.62	29.96	Keep cattle gate closed A Public use restriction during operations A Public use restriction during operations
96-38	MP 0.00	MP 0.22	0.22	
96-38-04	MP 0.00	MP 0.20	0.20	
96-46	MP 0.00	MP 1.39	1.39	
96-46-10	MP 0.00	MP 0.22	0.22	
96-49	MP 0.00	MP 2.50	2.50	
96-49-08	MP 0.00	MP 0.30	0.30	
96-49-12	MP 0.00	MP 0.73	0.73	
96-54	MP 0.00	MP 1.80	1.80	
96-54-15	MP 0.00	MP 0.14	0.14	
96-46-02	MP 0.00	MP 0.10	0.10	

\*SAMPLE\*



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

Construction of Specified Roads shall be completed no later than 10/15/2019 ; except for earlier construction completion dates for roads listed below:

Road Number	Road Name	Station		Completion Date
		From	To	

---

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 \$ **\$14,538.83** . 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-0096-046	0	1.39	11/20/2018
Road-0096-046-1	0	.22	11/20/2018
Road-0096-049	0	2.5	11/20/2018
Road-0096-049-0	0	.3	11/20/2018
Road-0096-049-1	0	.73	11/20/2018
Road-0096-054	0	1.8	11/20/2018
Road-0096-054-1	0	.14	11/20/2018

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 **Teichert Aggregates** , 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 **2018** :

**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\*

Material Sources Table K-F.2.2.1#

<b>Material</b>	<b>Type of Purchase</b>	<b>Owner</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Estimated Quantity</b>	<b>Total</b>
705.02 Class 1 Rip Rap		Teichert Aggregates	TON		10	

\*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\*

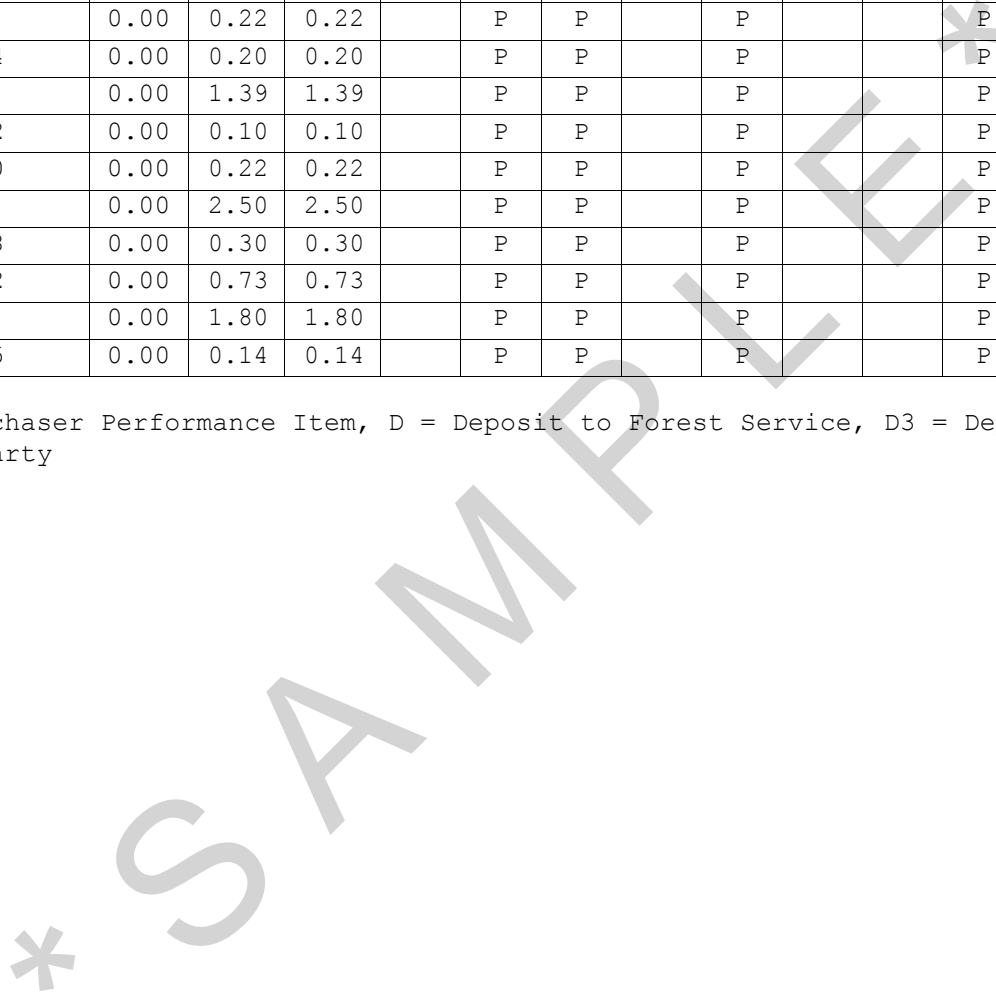
K-F.3.1# - CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY (7/2001)

Road	Termini		Miles	Applicable Pre Haul Road Maintenance Specifications									
	From	To		T801	T802	T803	T804	T805	T806	T807	T808	T809	T810
96a	1.66	26.06	24.40		P					P			
96b	26.06	28.24	2.18		P					P			
96c	28.24	30.71	2.47		P					P			
96d	30.71	31.62	0.91		P					P			
96-38	0.00	0.22	0.22	P	P	P				P			
96-38-04	0.00	0.20	0.20	P	P	P				P			
96-46	0.00	1.39	1.39										
96-46-02	0.00	0.10	0.10										
96-46-10	0.00	0.22	0.22										
96-49	0.00	2.50	2.50										
96-49-08	0.00	0.30	0.30										
96-49-12	0.00	0.73	0.73										
96-54	0.00	1.80	1.80										
96-46-15	0.00	0.14	0.14										

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To		T801	T802	T803	T804	T805	T806	T807	T808	T809	T810
96a	1.66	26.06	24.40	P	P			P		P			
96b	26.06	28.24	2.18	P	P			P		P			
96c	28.24	30.71	2.47	P	P			P		P			
96d	30.71	31.62	0.91	P	P			P		P			
96-38	0.00	0.22	0.22	P	P	P		P	P	P			
96-38-04	0.00	0.20	0.20	P	P	P		P	P	P			
96-46	0.00	1.39	1.39	P	P	P		P	P	P			
96-46-02	0.00	0.10	0.10	P	P	P		P	P	P			
96-46-10	0.00	0.22	0.22	P	P	P		P	P	P			
96-49	0.00	2.50	2.50	P	P	P		P	P	P			
96-49-08	0.00	0.30	0.30	P	P	P		P	P	P			
96-49-12	0.00	0.73	0.73	P	P	P		P	P	P			
96-54	0.00	1.80	1.80	P	P	P		P	P	P			
96-46-15	0.00	0.14	0.14	P	P	P		P	P	P			

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications									
	From	To		T801	T802	T803	T804	T805	T806	T807	T808	T809	T810
96a	1.66	26.06	24.40		P						P		
96b	26.06	28.24	2.18		P						P		
96c	28.24	30.71	2.47		P						P		
96d	30.71	31.62	0.91		P						P		
96-38	0.00	0.22	0.22		P	P		P			P	P	
96-38-04	0.00	0.20	0.20		P	P		P			P	P	
96-46	0.00	1.39	1.39		P	P		P			P	P	
96-46-02	0.00	0.10	0.10		P	P		P			P	P	
96-46-10	0.00	0.22	0.22		P	P		P			P	P	
96-49	0.00	2.50	2.50		P	P		P			P	P	
96-49-08	0.00	0.30	0.30		P	P		P			P	P	
96-49-12	0.00	0.73	0.73		P	P		P			P	P	
96-54	0.00	1.80	1.80		P	P		P			P	P	
96-46-15	0.00	0.14	0.14		P	P		P			P	P	

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





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 \$1.63 per Ton for recurrent maintenance, and \$1.54 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.

<u>Deposit Made To</u>	<u>Rate</u>	<u>Unit of Measure</u>
<u>N/A</u>		

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>Purchaser 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 B6.311. Within 15 days after receipt of the written notice Forest Service shall notify Purchaser 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 Purchaser 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, Purchaser 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 inter-visible turnouts.</p>										
<p>Surface Replacement Deposits</p>	<p>Purchaser 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 Purchaser 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;"><b>SURFACE REPLACEMENT DEPOSIT SCHEDULE</b></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Road No.</th> <th>From</th> <th>To</th> <th>Miles</th> <th>Rate-GT</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="text-align: center;">See Road Maintenance Plan</td> <td style="text-align: center;">\$3.00</td> </tr> </tbody> </table> <p><b>Contract area Average Rate: <u>\$3.00/Green Ton</u>      <u>Job Code; FSSR01</u></b></p>	Road No.	From	To	Miles	Rate-GT	See Road Maintenance Plan				\$3.00
Road No.	From	To	Miles	Rate-GT							
See Road Maintenance Plan				\$3.00							

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

Contractor shall notify Forest Service at least 10 days prior to any operations in the vicinity of improvements identified on Contract Area Map. Contractor shall protect such improvements from damage and shall be responsible for their timely restoration if damaged by Contractor's Operations. If relocation or removal of said improvements is necessary to avoid foreseeable damage by Contractor's Operations, work and cost shall be borne by the party listed in the table below. If Contractor is required to move or relocate the improvements, they shall move or relocate the improvements listed in the following table to locations and in a manner as specified in drawings or in specifications attached hereto. Improvements shall be returned to their original locations following Contractor's Operations.

See table below for improvements to be protected.

**See Table A.**

\*SAMPLE\*

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

<u>Improvement</u>	<u>Owner or Permittee Name</u>	<u>Timing</u>	<u>Specifications</u>	<u>Work and Cost of Removal or Relocation Borne by</u>
Cattle: Barbed wire fencing bisects Unit 20	Machado	Spring through Fall	Protect Fence. Fencing may be dropped temporarily but must be re-attached when operations cease daily.	Purchaser *
Cattle Gate <b>Road 46</b>	USFS	Spring through Fall	Protect Gate from damage. Cattle gate must be opened / closed at each entry / exit.	Purchaser
Gate <b>Road 54</b>	USFS	During operations	Protect Gate from damage	Purchaser

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

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

**Cultural Resource Protection Measures:**

No operations permitted within zone flagged with Blue/Black candy striped flagging. Trees to be felled away from flagged zone. No equipment will be allowed within the boundaries. Slash will not be deposited within the Controlled Area.

Directionally fall timber away from linear features. By agreement, use existing breaches during skidding operations. If there are none, cross at right angles and far enough apart so that the linear feature can be traced after skidding operations. Do not cross at points of origin, terminals, junctions and rock wall features.

Locations of Cultural Resources and additional information will be available to the successful bidder after award of contract.

**Wildlife and Botanical Protection Measures:**

As shown on the Contract Area Map - "B": No operations are permitted within zone flagged with Orange/White candy striped flagging with "Special Treatment Zone" or Orange with "Noxious Weeds" in black letters. Trees to be felled away from flagged zone.

For the protection of aquatic species, before use, it is also required that intake pumps or pipes shall be fitted with a fish screens meeting the "fry size" criteria of CDFW and the National Marine Fisheries Service before water is drafted. Round openings in the screen shall not exceed 3/32" diameter, square openings shall not exceed 3/32" measured diagonally, and slotted openings shall not exceed 0.069 inches in width. Exclusion devices (e.g., nests and screens) shall be in place and maintained in working order at all times water is being drafted.

Operators shall regularly inspect all screening devices to verify that they are effectively protecting amphibians, salmonids and other fish species.

There is potential that stream flows would be below 2 cubic feet per second (cfs) during the time frame period for drafting water. Stream flow may need to be measured when flows are below 2 cfs but not reduced below 1 cfs. Operators shall work with the Sale Administrator to monitor this flow rate.

**Cave Resource Protection Measures: N/A**

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

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

See Table A.

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

Subdivision/ Area/Unit	Conditions of Operation	Purpose
24 and 27	No Operating activity from March 1 through August 15.	To protect the CA Spotted Owl
20	Complete Timber Harvest in unit 20 prior to completing Stewardship Project #3 Road Decommissioning. This is an old road that bisects unit 20 from the top of the unit down to the 46 road.	May be used as a skid trail during operations. No skidding or crossings, etc. after decommission work is complete.
All Units	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/or rutting.

\* S A M P L E

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 align="center"><b>N/A</b></p>
No Lop "No Lop"	<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>
Whole Tree Yarding "Whole"	<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. <b>The 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 <u>live</u> 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 1530 1421 1719"> <thead> <tr> <th data-bbox="586 1530 967 1577">Unit Number</th> <th data-bbox="967 1530 1421 1577">Maximum Log Length</th> </tr> </thead> <tbody> <tr> <td data-bbox="586 1577 967 1623">All</td> <td data-bbox="967 1577 1421 1623">41 feet</td> </tr> <tr> <td data-bbox="586 1623 967 1669"></td> <td data-bbox="967 1623 1421 1669"></td> </tr> <tr> <td data-bbox="586 1669 967 1719"></td> <td data-bbox="967 1669 1421 1719"></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.4.2# - GROUND BASED SKIDDING (12/2006)

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

**See Table A.**

\*SAMPLE\*

Ground-Based Skidding Table - K-G.4.2#

Map Symbol	Requirements
<b>TRAC</b>	<p>Skid road pattern shall be agreed in advance of felling and main skid roads shall be flagged on the ground in advance of felling. Purchaser shall stage-log by felling and skidding Included Timber in two or more separate operations when necessary to prevent undue damage to the resources or residual stand. Needed tractor trails shall be constructed in advance of skidding.</p> <p>Products shall be end-lined as needed to protect resources or residual timber from unnecessary damage. The number of chokers shall be limited as necessary to avoid unnecessary damage to resources or residual timber. By agreement, tractors may be used to separate products to prevent stain</p>
<b>SUSP</b>	<p>Products shall be skidded with leading end clear of ground.</p>
<b>SPACE</b>	<p>Skid roads will average 75 feet from center to center, except where converging.</p>
<b>ENDL</b>	<p>Endlining shall not be required for distances in excess of 75 feet uphill, and 100 feet downhill.</p>
<b>MAX</b>	<p>Tractors used for skidding outside Clearcutting Units, regeneration units or other authorized clearings, shall be of the type (rubber-tired or track-laying) shown on the Contract area Map and shall not exceed the overall width designated on Contract area Map.</p>
<b>MH</b>	<p>Purchaser shall cut Included Timber and move it to designated skid trails using equipment with a boom having an operating radius of at least <b>20</b> feet for bunching trees, capable of severing, lowering and placing trees up to <b>24</b> inches diameter at stump height on the ground prior to skidding. Such equipment must be capable of operating on slopes up to <b>30%</b>.</p> <p>Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources from unnecessary damage.</p> <p>Trees which exceed capability of specified equipment may be felled, bucked and skidded in a manner consistent with the requirements of G.4.1 - Felling and Bucking, K-G.4.1# - Felling, Bucking, and Limbing Requirements and the above "TRAC", "SUSP", "SPACE", "ENDL", and "MAX" requirements.</p>
<b>CTL</b>	<b>N/A</b>
<b>PB</b>	<b>N/A</b>
<b>HCTL</b>	<b>N/A</b>

K-G.4.2.5 - CABLE AND SKYLINE YARDING (08/2007)

Unless otherwise agreed in writing, requirements for cable and skyline yarding equipment are shown on Contract Area Map, by areas, with the following symbols:

CS - Cable yarding specified.

CR - Be capable of yarding from roadway with additional landing excavation to accommodate the yarder held to a minimum consistent with safe yarding operations.

CW - Meet all of above requirements using a swing-boom type yarder.

SY - All yarding except lateral yarding, shall be accomplished by a skyline system, which supports products clear of the ground across Buffer Strips and in other areas yard with one product end suspended.

SL - Meet all of above requirements, have lateral yarding capability hold skyline carriage stationary until products are yarded to skyline corridor.

SR - Meet all of above requirements and be capable of yarding from roadway with additional landing excavation to accommodate the yarder held to a minimum consistent with safe yarding operations.

SW - Meet all of above requirements using a swing-boom type yarder.

For SL, SR, and SW areas, locations of all skyline corridors shall be by agreement and designated on the ground. Such agreement shall be prior to felling unless ground and timber conditions otherwise justify. Width of said skyline corridors shall be kept to a practicable minimum consistent with the related silvicultural prescription.

For all yarding methods, if rigging must be slung on undesignated live trees, these trees shall be protected from damage by special steel plates, nylon tail-hold slings or similar effective protective devices.

Swing Yarding. In areas designated with the following labels on the Contract Area Map, the following requirements are included, unless otherwise agreed in writing:

"Tractor Swing" - all Included Timber shall be tractor skidded from yarder landing to loading areas shown on Contract Area Map or other agreed locations.

"Skyline Swing" - all Included Timber shall be skyline yarded from tractor skidded area to a skyline yarding landing. Location of tractor and skyline landings shall be agreed upon prior to skidding and yarding operations.

K-G.4.2.8 - LANDINGS (02/2005)

Unless otherwise agreed in writing, on areas designated on Contract Area Map, landings shall be restricted to a size that will require use of a shovel or heel boom loader. Landing size shall be kept to a minimum consistent with safe yarding and loading operations.

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 Within recreation development sites and public use areas designated on Contract Area Map, Purchaser shall, at Forest Service request, backblade skid trails in lieu of cross ditching.

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	15
Main Skid Roads and Tractor Roads designated by Forest Service	24	20
Temporary Roads	24	5

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

Symbol	Method	Definition
Buck-L	"Bucking Large Logging Slash"	Tops and limbs over 4 inches diameter outside bark (d.o.b.), not to be otherwise treated, shall be bucked into lengths not to exceed 6 feet, unless agreed otherwise.
Buck-P	"Bucking and Piling"	Logging Slash smaller than <b>&lt;N/A&gt;</b> inches and larger than 4 inches in large end d.o.b. shall be bucked into lengths not to exceed <b>&lt;N/A&gt;</b> feet and left in place. Logging Slash 4 inches and smaller in large end d.o.b. shall be hand Piled within Required Disposal Strip for Forest Service disposal.
Bury	"Burying"	Logging Slash shall be buried where agreed in borrow areas, pits, trenches, or other locations reasonably near the area of origin. Logging Slash shall be matted down in layers and shall be covered with at least 2 feet of rock and soil so that the final surface is sloped to drain and relatively smooth.
Chip	"Chipping"	Chippable Logging Slash up to 4 inches in d.o.b. shall be processed through a chipping machine. Chips shall be scattered to a loose depth not exceeding 6 inches.
Deck	"Decking Large material"	Logging Slash 10 inches or larger in large end d.o.b. and 10 feet or more in length shall be Decked for disposal by Forest Service by piling pieces parallel to each other.
Mach	"Machine Piling"	Concentrations of Logging Slash, excluding scattered individual pieces, shall be Machine Piled by tractor equipped with brush rake for disposal by Forest Service.
Pile	"Piling Small Material"	Logging Slash smaller than 10 inches in large end d.o.b. and 10 feet long shall be hand Piled for disposal by Forest Service.
Remove	"Removing"	Logging Slash shall be moved or hauled to locations shown on Contract area Map and designated on the ground where it shall be piled for disposal by Forest Service.
Scat 18" Scat 30"	"Scattering"	Logging Slash shall be scattered to reduce slash concentrations with slash being generally left within 18 or 30 inches of the ground as shown on Contract area Map. Logging Slash shall be scattered into openings away from and without unnecessary damage to residual trees. All scattered logs shall be limbed, placed away from trees and positioned so they will not roll. When Scattering is specified, another method may be used by agreement.
Stack	"Stacking Small material"	Logging Slash 10 inches or smaller in large end d.o.b. and 8 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 Purchaser. 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 Purchaser'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)
<b>N/A</b>		

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

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

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

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

YUMR "Yarding Unutilized Material-Removal" All unutilized material developed by Purchaser's Operations shall be treated by the d.o.b. and length specifications as shown in the unit specification table. All unutilized shall be removed to locations shown on Contract area Map and designated on the ground, or other agreed locations, and Decked.

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

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

Fell "Damaged Small Trees" Unless treated under other provisions, all trees smaller than the minimum d.b.h. in A2, over 5 feet in height, and damaged beyond recovery by Purchaser'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 Purchaser unless otherwise agreed in writing. Purchaser shall construct not more than <N/A> chains of fireline by hand and not more than <N/A> chains of fireline by tractor. Firelines constructed by hand shall be cleared of all vegetative debris larger than one inch in d.o.b. and three feet long.

The width of firelines shall be at least <N/A> feet, except across the top of cutting units where the width shall be at least <N/A> feet. At least <N/A> feet shall be scraped to mineral soil. In areas where there is potential for burning material to roll, the fireline shall be constructed in a trenched manner on the downhill side. Tractor lines shall be cleared of all vegetative debris, larger than one inch in diameter and three feet long, to a width of at least <N/A> feet, with at least <N/A> feet to mineral soil. No slash, brush, or other vegetative debris shall be buried in or under berms created in the construction of firelines.

All limbs overhanging into the fireline, shall be removed to a minimum height of 8 feet.

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

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

Fuel-B "Fuelbreaks" Shown on Contract area Map, with boundaries designated on the ground, are "Fuelbreaks" of varying width. Within such Fuelbreaks all Logging slash and Construction slash shall be treated by Purchaser. 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 72 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, Purchaser 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

Subdivision or Unit No	SLASH TREATMENT	
	Specified Method	Prohibited Method
All Mechanical All Skyline	Scat-18" <b>Up to 24 acres</b> (where needed) in all Ground Based Mechanical units. <b>As designated by SA.</b> <b>ALL 150 acres of skyline</b> units.	All Other

LANDINGS AND DISPOSAL SITES. Unutilized logs accumulated at landings and disposal sites shall be Decked by Purchaser 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.

	Subdivision or Unit No.	SLASH TREATMENT	
		Specified Method	Maximum Height of Decks
Landings	ALL Ground Based Units	Mach pile, Cover, Deck	10
Landings	All Skyline Units	Mach pile, Cover, Deck	10
Disposal Sites	N/A		

TREATMENT ALONG PERMANENT ROADS Permanent roads that require roadside slash treatment are listed in the attached table and shown on Contract area Map. All Logging and Construction Slash within Required Disposal Strips shall be treated by Purchaser. "Required Disposal Strips" are those areas adjacent to permanent roads where slash treatment is required for resource objectives. The width of Required Disposal Strips is shown in the attached table and is measured in slope distance from Roadbed edges of permanent roads. By agreement, in Clearcutting Units and regeneration units slash from Required Disposal Strips may be treated with other Logging Slash. By agreement the location of Required Disposal Strips may be adjusted from side to side without materially changing the total work required.

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

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

Road No.	Road Junctions (From To)	Width of Required Disposal Strip	SLASH TREATMENT	
			Specified Method	Slash Larger Than Treatment Size Requirements of Specified Method

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 <6> 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, Purchaser shall perform work according to the specifications in the attached Table, unless otherwise agreed in writing.

Subdivision	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. 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>

ASSISTANCE IN SLASH BURNING. If Forest Service requests, Purchaser shall furnish equipment and equipment operators to assist in preparation for slash burning at agreed times prior to the normal slash burning season in the area.

Purchaser shall furnish equipment and equipment operators for burning and mop-up when requested. The amount and kind of equipment requested shall be that normally used in slash treatment work and reasonably available under the existing equipment organization of Purchaser. Forest Service shall reimburse Purchaser for such work at rates common in the area or at previously agreed rates.

\*SAMPLE\*

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**

## Item 1. Water Source Improvement

The designated water source for this project is Duncan Creek. Protective measures are needed to allow direct drafting from stream channel. The following protection measures are required before use of this site for drafting:

- 1 stop log approximately 20-25 feet in length. Placement of a log to prevent bank erosion along Duncan Creek and minimize sedimentation into the stream. See examples below for what this would look like. Tree species that are more resistant to decomposition would be preferred (e.g., cedars).
- Install 40 feet of weed free straw waddles or similar materials to capture fine sediments from entering the stream. The waddles would need to be re-installed on a yearly basis before use.
- 10 tons of 705.02 Class 1 Rip rap to be dumped and spread site.



Duncan Creek Before Improvements



Diagram showing log placement and rocks

### Additional Specifications:

1. Before use, it is also required that intake pumps or pipes shall be fitted with a fish screens meeting the “fry size” criteria of CDFW and the National Marine Fisheries Service before water is drafted. Round openings in the screen shall not exceed 3/32” diameter, square openings shall not exceed 3/32” measured diagonally, and slotted openings shall not exceed 0.069 inches in width. Exclusion devices (e.g., nests and screens) shall be in place and maintained in working order at all times water is being drafted.
2. Operators shall regularly inspect all screening devices to verify that they are effectively protecting amphibians, salmonids and other fish species.
3. There is potential that stream flows would be below 2 cubic feet per second (cfs) during the timeframe period for drafting water. Stream flow may need to be measured when flows are below 2 cfs but not reduced below 1 cfs. Operators shall work with the COR to monitor this flow rate.

### Measurable Performance Standards for Inspection:

- Compliance with specifications, requirements and diagram shown above.

**Item 2. Small Tree Thinning includes cutting, felling and yarding of material 4"-9.9" with tops and limbs attached to landings**

<b>Included Units</b>	<b>Estimated Quantity Tons / Tot.Acres</b>
20	1475 / 85
22	92 / 5
23A	355 / 20
24	456 / 26
28	270 / 16
29	84 / 5
76	146 / 8
77	453 / 77
78	219 / 13
<b>Total</b>	<b>3550 tons / 204 Acres</b>

These units can be harvested utilizing ground based techniques.

The Contractor shall cut, yard with top and limbs attached, and remove to the landing all sub-merchantable conifer trees 4 inches in diameter breast height (DBH) to 9.9 inches DBH according to the following specifications:

- Favor healthy, full-crowned, damage-free trees for retention.
- Species preference for leave trees in order of more desirable to less desirable: SP, PP, DF, IC, WF. Do not cut any Giant Sequoia and ignore it for spacing purposes.
- Retain trees at a crown spacing of 15 feet (+/-25%).
- Remove biomass material from within 25 feet of the dripline of hardwoods greater than 10" DBH.
- Unless otherwise agreed, stumps must not exceed 6 inches in height and cut no shorter than 3 inches in height.
- Include overstory trees greater than 10" DBH towards the residual spacing if they are healthy and vigorous, do not allow for crowns to overlap.
- Contractor shall work in a manner that will not damage the residual leave trees.
- Small trees 4" to 9.9" DBH damaged beyond recovery by the contractor's operations will be cut and removed.

Measurable Performance Standards for Inspection.

- Selection and condition of leave trees
- Spacing of leave trees
- Amount of material left uncut that meets the cutting specifications
- Height of stumps after cutting
- Compliance with specifications and provisions above

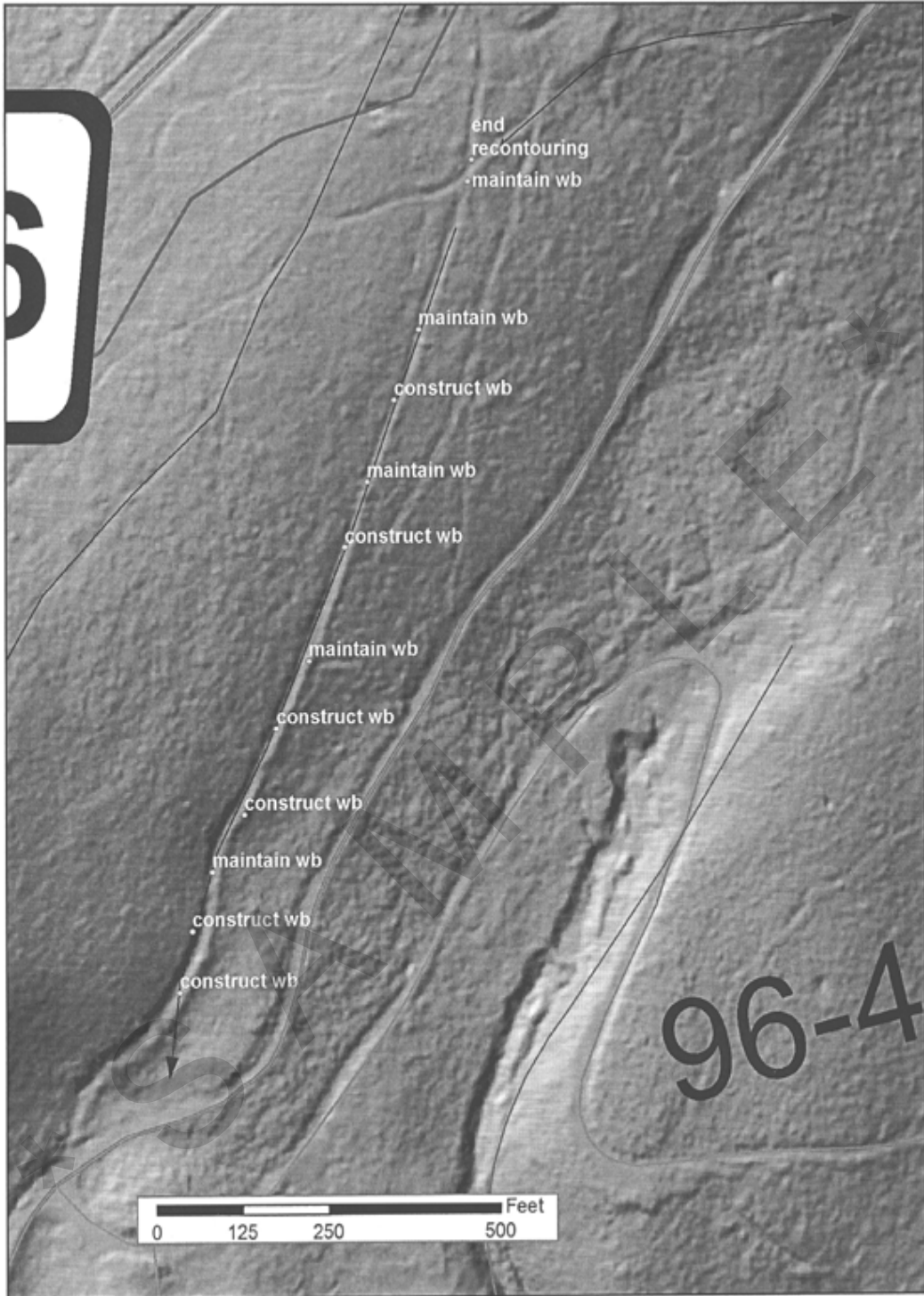


**Item 3. Rehabilitate Unclassified Feature – Unit 20**

Contractor will rehabilitate the unclassified feature identified on the Contract Area Map. The intent of this work is to remove evidence of the feature and return the area to a healthy, productive forested landscape using a combination of the following items as specified:

Begin work at the junction of the 96-46 and the 96-46-06 roads. The portion to be rehabilitated is uphill above the junction and goes through unit 20 as shown on the Contract Area Map.

1. Block with earthen berm.
2. Begin subsoiling to a depth of 18” using a machine with winged rippers the entire length while constructing 6 waterbars and maintaining 5 waterbars at the specified spacing as shown in the table below and in the following diagram.
3. Waterbar Construction
  - a) Angle of waterbar will be slope of skid trail plus five degrees.
  - b) Waterbars will be constructed to a compacted height of 18 to 24 inches.
  - c) Depth of waterbar excavation should be constructed so that the bottom of the ditch is cut 6 inches into natural soil.
  - d) Waterbars will be constructed in locations where water will be channeled freely onto undisturbed ground.
  - e) Waterbars outlets need to be clean, with minimal additional disturbance to drain. Open outlets by hand, as necessary, to minimize soil disturbance and risk of damage to residual stand. Waterbars will not be opened by tractors pushing dirt off skid trails.
4. While subsoiling, and **where possible**, outslope (re-contour to natural cross slope) using an excavator type of machine. Some fill slopes may not be possible to re-contour due to the presence of large trees and roots. Feature shall be outsloped by pulling the fill shoulder towards the cutbank. Excavated material shall be spread over the feature forming a more natural contour in line with the surrounding area.
5. Place slash and other material over the entire segment so that at least 70 percent of segment is covered.
6. If needed, as designated by Sale Administrator, construct earthen berm at end. The project “End” is at the top of Unit 20.



Unit 20		Rehabilitate Unclassified Feature in Unit 20 after product removal	
Start Feet	End Feet	Start (mi)	
		0.00	0096-046
0	0	0.00	Block, begin subsoiling to 18" and begin recontouring, begin add 70% effective soil cover*
265	265	0.05	Construct waterbar
115	380	0.07	Construct waterbar
85	465	0.09	Maintain waterbar
95	560	0.11	Construct waterbar
115	675	0.13	Construct waterbar
105	780	0.15	Maintain waterbar
155	935	0.18	Construct waterbar
100	1035	0.20	Maintain waterbar
120	1155	0.22	Construct waterbar
100	1255	0.24	Maintain waterbar
210	1465	0.28	Maintain waterbar
25	1490	0.28	End subsoiling, recontouring, and slashing, block if necessary
<p>* Effective soil cover includes all materials that will dissipate the energy of falling raindrops. Included are plant litter and forest duff, woody material in contact with the soil, living vegetation, and rock fragments with a diameter of ½ to 3 inches.</p>			

Measurable Performance Standards for Inspection:

- Compliance with specifications, requirements, diagram and table as designated on Pages 73B-73D.

**Item 4. Cut and Leave Hazard Trees**

Cut and leave up to 50 hazard trees identified by the Forest Service that do not meet utilization standards in A.2. Hazard trees to be felled shall be marked with tracer paint prior to cutting.

\*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 Arrester 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
	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P
	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M

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**

\* 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>

	<p>When approved by a Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by the Contracting Officer for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Contractor's equipment for prevention and suppression readiness, type of operation and social and community considerations etc. (See attached Project Activity Level Variance Agreement).</p>
<p><b>E</b></p>	<p>The following activities may operate all day:</p> <ol style="list-style-type: none"> <li>1. Loading and hauling logs decked at approved landings.</li> <li>2. Loading and hauling chips stockpiled at approved landings.</li> <li>3. Servicing Equipment at approved sites.</li> <li>4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development).</li> <li>5. Chainsaw operation associated with loading at approved landings.</li> </ol> <p>All other activities are prohibited.</p>

This Project utilizes "The Project Activity Level" (PAL), an industrial operation's fire precaution system. The following Climatology Chart indicates the Historic Activity Levels for the Project Fire Danger Rating Area or Fire Weather Station utilized on this Project. This is only a historical average of the Activity Levels for the identified Fire Danger Rating Area or Weather Station.

Project Activity Level Climatology								
Fire Danger Rating Area/Weather Station	TNF Westside Group				Years Analyzed		1996-2016	
	A	B	C	D	Ev	E	Days	
Month	Expected Days per Month at Each PAL Value						Days	Analyzed
May	12.7	7.4	10.6	0.3	0.0	0.0	333	31
June	3.6	7.4	16.3	2.2	0.4	0.0	403	30
July	0.1	2.0	18.5	7.8	2.7	0.0	430	31
August	0.3	1.8	7.8	11.4	9.1	0.6	431	31
September	1.2	2.6	8.2	8.7	5.7	3.6	419	30
October	4.4	4.7	10.9	8.0	2.9	0.0	406	31
November	11.5	9.0	8.4	1.0	0.0	0.0	292	31

SPECIFICATIONS PURSUANT TO K-H.2.2# - EMERGENCY PRECAUTIONS. (10/2010)

**Region 5 Project Activity Level (PAL) Ev Variance Application/Agreement**

Project Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Purchaser/Contractor Name: \_\_\_\_\_

Request # , for period: \_\_\_\_\_

Units/Subdivisions Affected: \_\_\_\_\_

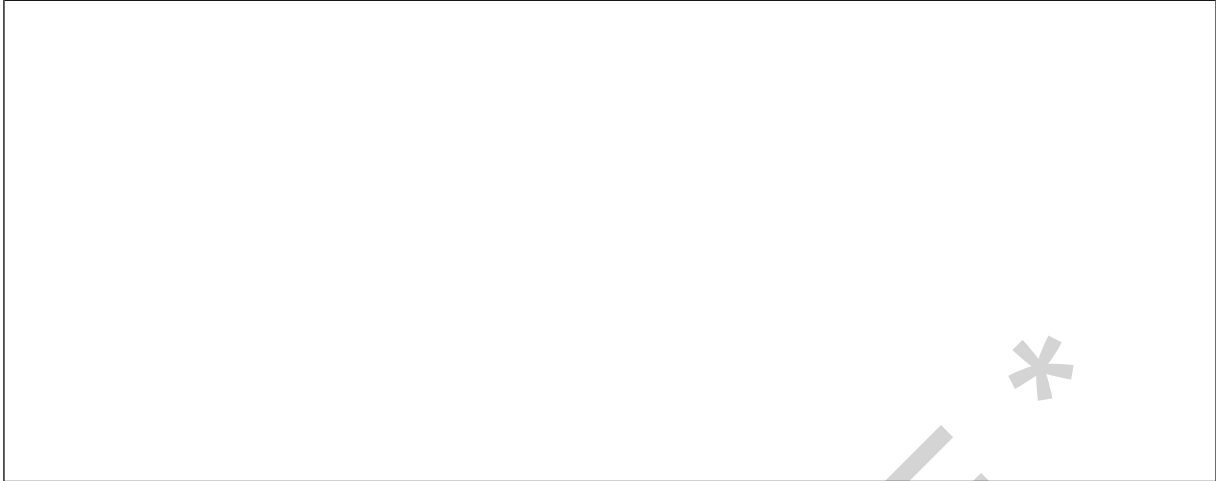
<b>Location of operation:</b>	
Slope	
Aspect	
Elevation	
Fuels on site	
Fuels in surrounding area	
7 Day PAL Outlook	
Short range predictions (Red Flags)	
Fuel Moistures	
Response time of suppression resources	
Potential for ignition	
RAWS location	
<b>Current Fire Situation:</b>	
Draw down information	
National Readiness Level	
<b>Contractual considerations:</b>	
Normal Operating Season	

Frequency of recent contract fires in area	
Type of operation	
Purchaser/Contractors past/current performance & equipment readiness	
Other site specific mitigation or precaution (i.e. Purchaser/Contractors proposals)	
<b>Social &amp; Community Considerations:</b>	
Proximity of high value resources	
Sensitivity of location	
<b>Remarks:</b>	

**Ev Proposed Actions**

- Rubber Tired Skidding
- Chipping on Landings
- Helicopter Yarding
- Fire Salvage

**Description of Mitigation Measures**



\_\_\_\_\_  
Fire Management Officer Concurrence

\_\_\_\_\_  
Date

\_\_\_\_\_  
Line Officer Approval

\_\_\_\_\_  
Date

I have considered the above request and determined the specified mitigation measures or actions must be implemented to continue operations in Project Activity Level Ev. Unless extended, the approval remains in effect for ten (10) calendar days unless cancelled sooner or extended by the Forest Service for an additional ten (10) days. At the sole discretion of the Forest Service, this variance can be modified and/or cancelled at no cost to the government.

\_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser/Contractor Rep.

\_\_\_\_\_  
Date



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.6.4 - DEBARMENT AND SUSPENSION CERTIFICATION (03/2018)

Pursuant to 2 CFR 180 and 2 CFR 417, Contractor shall certify and obtain certifications from its Subcontractors regarding debarment, suspension, ineligibility, and voluntary exclusion, including additional Subcontractors obtained after award of this contract. 'Subcontractors' are participants in lower tier covered transactions.

Contractor may rely upon a certification of a prospective Subcontractor that it is not proposed for debarment under 48 CFR 9.4, debarred, suspended, ineligible, or voluntarily excluded from participating in covered transactions or contracts, unless Contractor knows that the certification is erroneous.

Contractor shall keep the certifications of its Subcontractors on file until contract Termination Date and any extensions thereof, and will provide a copy at the written request of Contracting Officer. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Subsection. The knowledge and information of Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If Contractor knowingly enters into a contract transaction with a person who is proposed for debarment under 48 CFR 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in covered transactions or contracts, in addition to other remedies available to the Government, Forest Service may pursue available remedies, including suspension and/or debarment.

Contracting Officer shall provide a copy of Forms AD-1047, Certification Regarding Debarment, Suspension and Other Responsibility Matters-Primary Covered Transactions, and AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions to the Contractor.

Contractor shall complete form AD-1047 and provide to the Contracting Officer upon request.

Contractor shall require each Subcontractor to complete form AD-1048 and provide to the Contracting Officer upon request.

## 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.