

C2.11# - TIMBER SUBJECT TO AGREEMENT (09/2004)

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

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

that shall be Included Timber upon written agreement.

C2.3# - RESERVE TREES (09/2004)

Notwithstanding the designations for cutting under B2.31, B2.32, B2.33, or B2.34, live or dead Genetic reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Reserve trees are identified by band of orange paint and/or metallic tags and shall be protected in accordance with C6.32#. Units with reserve trees are shown on Contract Area Map.

C2.355# - DESIGNATION BY PRESCRIPTION (05/2015)

Within Subdivision(s) or Cutting Unit(s) 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17 & 18 (All Subdivisions), as shown on Contract Area Map, the following criteria shall be used by Contractor to designate trees and other products for cutting and removal:

- (a) 1/ See description on the following pages. (b) Additional trees to be cut, if any, are marked by Forest Service with 2/ Green tracer paint.
- (c) Cutting unit boundaries and other trees that shall be left uncut are marked by Forest Service with 2/ Orange tracer paint.

Contractor may select cut trees in cutting unit(s) 3/ 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17 & 18 (All Subdivisions) without pre-harvest marking in accordance with the criteria in (a). If specified in (a), Contractor shall mark leave trees in cutting unit(s) 4/ N/A with Contractor's non-tracer 2/ N/A paint for inspection and approval by Forest Service prior to cutting.

Prescriptive Criteria/Associated Cutting Units

Definitions

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

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

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

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

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

Healthy Tree: A tree with a minimum of 30% live crown, with little to no evidence of insects, or disease, a full complement of needles, and dark green foliage, appropriate for the species.

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

Mature Tree: Tree appearing to be over 150 years old. See Figures 1-3.

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

Suppressed Tree: Trees with dying branches (flagging), faded or sparse foliage, small crowns (less than 30% live crown), dead tops or dwarf mistletoe ratings greater than 3

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

All live conifer trees except western juniper and incense cedar within the unit, including boundary trees, greater than or equal to minimum DBH in A.2 count towards residual stocking.

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

Subdivisions: 1, 3, 4, 7, 10, 11, 12, 13, 14, 15, 16, 17, 18 – Ponderosa Pine

End Result: After treatment these subdivisions will have an average stand density of **50 ft² and 60 ft² per acre of basal area**, and shall have increased variability in the structure and spatial arrangement of the residual trees in the form of clumps, openings, and retention patches. Post treatment, subdivisions shall have an increase in its mean diameter, a reduction in ladder fuels, as well as a shift in composition and structure towards mature trees, fire-adapted conifers, other desirable species, and larger trees. The individual tree target should result in about 30 to 35% of all trees as individual trees. Only small clumps consisting of 2-4 trees need to be created during contract implementation, because medium and large clumps are marked to leave with orange paint by the Forest Service.

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

Residual stocking objectives: Perform these in order; subsequent items do not override any item preceding it.

1. Retain all mature trees, sugar pine, incense cedar, and orange-marked trees.
2. In Subdivisions 1, 3, 4, 7, 10, 11, 13, 14, 16, 17, and 18 retain all conifer trees 27" diameter stump height and greater within 600 feet of meadows as shown on the Contract Area Map.
3. Cut all lodgepole pine trees. Cut all white fir trees unless healthy and needed for minimum stocking. Do not create an opening greater than 2 acres in size or over 10% of the subdivision area.
4. Cut all trees underneath the drip line or within 25 feet of healthy mature ponderosa pine trees, whichever distance is greater. Healthy trees can be retained within the drip line if mature trees are unhealthy.
5. Within 50 feet of an aspen clump, cut all conifers less than 18" diameter stump height.
6. The northeast corner of subdivision 1, and the eastern portion of subdivision 12 are under Eastside Screens direction. Within those areas, which are shown on Contract Area Map, retain all conifer trees 26" DSH, and greater.
7. **Basal area retention standards are as follows:**
 - a. Subdivisions 1, 3, 4, 7, 10, 11, 12, 13, 14, 16, 17, 18: Thin to a range of 50 to 70 square feet per acre of basal area with an **average target of 60** square feet per acre in the Subdivision.
 - b. Subdivision 15: Thin to a range of 40 to 60 square feet per acre, with an **average basal area target of 50** square feet per acre in the subdivision.

Tree selection objectives:

1. Leave trees shall be the largest and healthiest trees.
2. The individual tree target is 30% to 35% of all residual trees retained as individual trees. The acceptable individual tree target is 20-40% of residual trees per acre. **See Table 1 for an example of how individual trees should be retained.**
3. Leave remaining residual trees as clumps consisting of 2 to 4 ponderosa pine, sugar pine, incense cedar, or Douglas-fir trees throughout the unit. **See Table 1 for an example of how clumps of trees should be retained.**
4. Do not leave trees with one-sided crowns. When two or more trees have developed one-sided crowns due to proximity, either cut or retain all to meet the desired stocking level.

Subdivisions: 2, 5, 6, 8 – Mixed Conifer

End Result: After treatment these subdivisions will have an average stand density of **60 ft² per acre of basal area**, and increased variability in the structure and spatial arrangement of the residual trees in the form of individual trees, clumps, openings, and retention patches. Post treatment, subdivisions shall have an increase in mean diameter, a reduction in ladder fuels, and a shift in composition and structure toward mature trees, fire-adapted conifers, other desirable species, and larger trees. The individual tree target is 30 to 40% of all trees retained as individual trees. Only small clumps consisting of 2-4 trees need to be created during contract implementation, because medium and large clumps are marked to leave with orange paint by the Forest Service.

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

Residual stocking objectives: Perform these in order; subsequent items do not override any item preceding it.

1. Retain all mature trees, incense cedar, and orange-marked trees.
2. In Subdivisions 2, 5, 6, and 8 retain all conifer trees 27" diameter stump height and greater, within 600 feet of meadows as shown on the Contract Area Map.

3. Cut all lodgepole pine trees.
4. Cut all trees within the drip line or within 25 feet of a healthy mature ponderosa pine trees, whichever distance is greater. Healthy trees can be retained within the drip line if mature trees are unhealthy.
5. Within 50 feet of an aspen clump, cut all conifers less than 18" diameter stump height.
6. Thin to a range of 50-70 square feet per acre of basal area, with an **average target of 60** square feet per acre in the unit. Retain a mix of species where present.

Tree selection objectives:

1. Cut trees shall be selected by thinning from below so that the residual stand will be comprised of healthy dominant and codominant trees in a mix of species where available. Dominant residual species shall consist of ponderosa pine, Douglas-fir, sugar pine, and incense cedar. Cut all white fir trees unless healthy and needed for minimum stocking.
2. The individual tree target is 30 to 40% of all residual trees retained as individual trees. The acceptable individual tree target is 20-45% of residual trees per acre. **See Table 1 for an example of how individual trees should be retained.**
3. Leave remaining residual trees as clumps consisting of 2 to 4 ponderosa pine, sugar pine, incense cedar, or Douglas-fir trees throughout the unit. Healthy white fir trees may be included in clumps. **See Table 1 for an example of how clumps of trees should be retained.**
4. Do not leave trees with one-sided crowns. When two or more trees have developed one-sided crowns due to proximity, either cut or retain all to meet the desired stocking level.

Table 1. Preferences for individual trees and small clumps of trees.



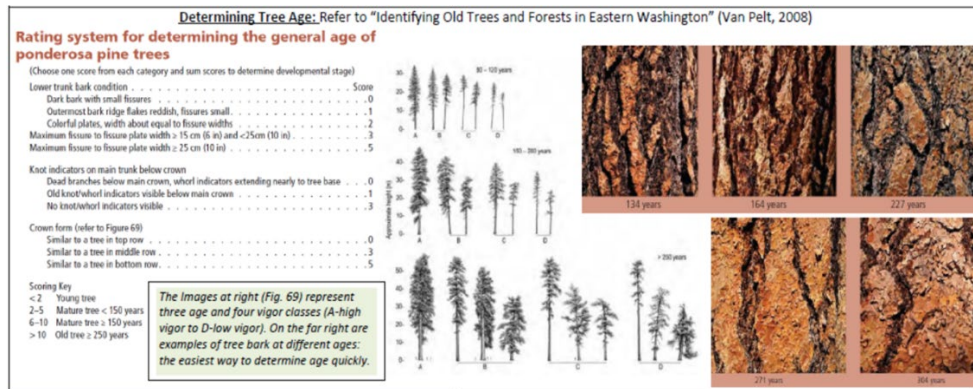
<p style="text-align: center;"><u>Individual Tree</u></p> <p>Single tree - 20 feet away, or more, from others</p>	<p style="text-align: center;"><u>Small Clump</u></p> <p>2 to 4 trees within 20 feet of each other</p>
<p>Created by releasing large and/or mature trees (ponderosa or sugar pine only) where available, or desirable young trees where they are not.</p>	<p>Created by releasing existing large and/or mature trees (ponderosa or sugar pine only) where available or using desirable young trees where they are not.</p>
	

Figure 1. Visual characteristics for mature ponderosa pine tree greater than 150 years old determination (taken from VanPelt Guide).



DESCRIPTION PURSUANT TO C2.355# - DESIGNATION BY PRESCRIPTION (05/2015)

Figure 2. Visual characteristics for mature Douglas-fir tree greater than 150 years old determination (taken from VanPelt Guide).

Rating system for determining the general age of Douglas fir trees

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

Bark condition, lower one-third of tree		Score
Hard, bony bark with small fissures	.....	.0
Hard bark with moderately deep fissures (4-10 cm - 2-4 in)	.....	.1
Deep fissures present (> 10 cm - 4 in)	.....	.3
Knot indicators, lower one-third of tree		
Branch stubs present	.....	.0
Old knot/whorl indicators visible	.....	.1
No knot/whorl indicators visible	.....	.3
Lower crown indicators		
No epicormic branches	.....	.0
Small epicormic branches present	.....	.1
Large and/or gnarly epicormic branches present	.....	.3
Crown form (refer to Figure 109)		
Similar to a tree in top row	.....	.0
Similar to a tree in middle row	.....	.3
Similar to a tree in bottom row	.....	.5

Scoring Key
 < 3 Young tree
 3-6 Mature tree < 150 years
 7-10 Mature tree ≥ 150 years
 > 11 Old tree ≥ 250 years

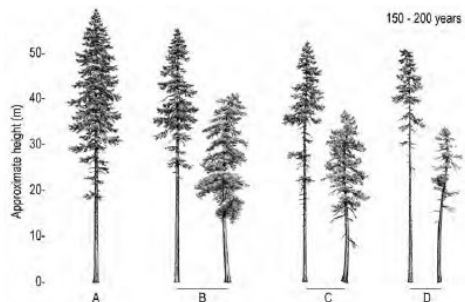
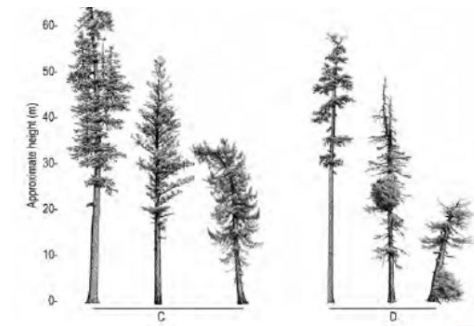
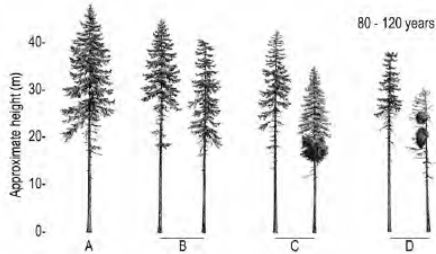
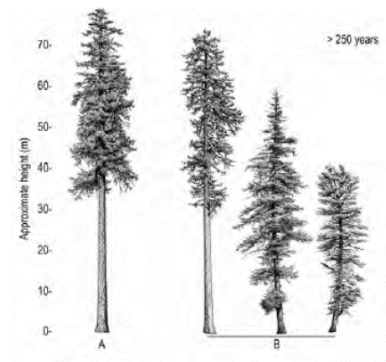


Figure 3. Visual characteristics for mature white fir tree greater than 150 years old determination.

Young or immature trees shall have intact canopies, bark fissures less than 2 inches deep, and numerous fine branches less than 1/16 inch in diameter near the ground.

Mature trees have bark fissures more than 2 inches deep, no fine branches near the ground, and may have multiple tops or extensive mortality in the upper canopy/crown.

Immature White Fir



Mature (>150 yrs) White fir



DESCRIPTION PURSUANT TO C2.355# - DESIGNATION BY PRESCRIPTION (05/2015)

Crown Condition of older White Fir Trees



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

Unless otherwise agreed, felled timber meeting Utilization Standards shall be removed by Contractor pursuant to B2.2 and shall be presented for Scaling within the time period indicated in the following removal schedule. The number of days shown are consecutive calendar days.

Failure to remove and present such timber for Scaling within the required time limits will be considered abnormal delay, subject to B3.47.

See attached removal schedule.

REMOVAL SCHEDULE PURSUANT TO C3.47# - ABNORMAL DELAY (05/2005)

<u>Included Timber</u>	<u>Time Limits</u>
ALL.	60 days after felling is started.
All timber decked during construction clearing.	N/A days after felling on each Specified Road constructed by Contractor is initiated.
Timber decked during road construction.	N/A days after Forest Service authorizes Contractor to use roads pursuant to F.2.

C4.22 - CHANGES IN STEWARDSHIP CREDITS (06/2008)

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

- (1) Specifications for Stewardship Projects listed in C6.9#.
- (2) Quantities of Stewardship Projects listed in A4c.
- (3) Prices for Stewardship Projects listed in A4c.
- (4) Place of performance of the Stewardship Projects as shown on the Contract Area Map.

In addition, by written agreement, new Stewardship Projects may be added to C6.9# and A4c if they are within the general scope of this contract. Contract Area may be expanded to add new stewardship projects.

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

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

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

Failure to agree to an adjustment under this provision shall be considered a dispute under B9.2. However, nothing in this provision shall excuse the Contractor from proceeding with the contract as changed.

In addition, by written modification of the contract, new Stewardship Projects may be added to C6.9# and A4c, with or without expanding the Contract Area, if they are within the general scope of this contract.

C4.4 - 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 for receipt of payment, Contracting Officer will suspend all or any part of Contractor's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

- (i) Slash disposal, road maintenance, and contract scaling deposits;
- (ii) Cooperative work at rates established by specific agreement under B4.218;
- (iii) Damages pursuant to B9.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to B4.22;
- (vi) Periodic payments pursuant to B4.213;
- (vii) Extension Deposits pursuant to B4.217; and
- (viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection for receipt of payment shall be considered a breach under B9.3. 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.

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

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

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

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

See attached Plans and/or Criteria.

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

Plans and/or Criteria for GVR DXP IRTC Stewardship will be agreed to by the Forest Service and Contractor.

At the time of temporary road closure, road intersections at the entrance to temporary roads shall be obscured for a distance of approximately 100-150', necessary to make the road as indiscernable as possible from the intersecting road. This shall be accomplished by scarifying the roadbed, removing the road prism, and placing the available soil, rock, brush, and debris to obscure the road entrance. The ditch line of the intersecting, connecting road shall be restored.

C5.12# - USE OF ROADS BY CONTRACTOR (09/2004)

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

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

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

See Restricted Road List Table.

TABLE PURSUANT TO C5.12# - USE OF ROADS BY PURCHASER (09/2004)

Restricted Road List

Road Number	Termini		Map Legend	Description of Restrictions
	From	To		
N/A	N/A	N/A	R	N/A

Title and Date of Governing Road Rules Document:

Commercial Road Rules Fremont-Winema National Forests	June 15, 2006
<u>Commercial Road Rules</u>	<u>Effective Date</u>

C5.31# - ROAD MAINTENANCE REQUIREMENTS (09/2004)

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

See Contract Road Maintenance Requirements Summary Table.

Contract Name: GVR DxP IRTC Stewardship

C5.31# - ROAD MAINTENANCE REQUIREMENTS. (9/04) Contractor shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO

C5.31# - ROAD MAINTENANCE REQUIREMENTS (09/04)

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications								
	From	To		T 803	T 811	T 831	T 834	T 838	T 839	T 842	T 851	T 854
5806000	Jct w/5810000	Jct w/5809000	1.17	P	P					P		P
5808060	Jct w/5808	Jct w/5808062	2.38	P	P					P		P
5808060	Jct w/5808062	N edge Unit 1	0.06	P	P					P		P
5808062	Jct w/5808060	Jct w/5809180	1.03	P	P					P		P
5808062	Jct w/5809180	Jct w/5809000	0.37	P				P				P
5808063	Jct w/5808062	Jct w/5809180	0.50	P					P			P
5809000	Jct w/5806000	end aggregate (@W edge Unit 5)	3.62	P	P					P		P
5809000	end aggregate (@W edge Unit 5)	W edge Unit 4	0.22	P	P					P		P
5809180	Jct w/5809000	begin reconstruction	0.53	P	P					P		P
5809180	begin reconstruction	end reconstruction	0.32	P	P					P		P
5809180	end reconstruction	Jct w/5808062	0.24	P	P					P		P
5809190	Jct w/5809000	SW edge Unit 10	0.70	P	P					P		P
5809190	Jct w/5809198	end of road	0.32	P	P					P		P
5809198	Jct w/5809340	Jct w/5809190	0.20	P	P					P		P
5809199	Jct w/5809190	end of road	0.30	P					P			P
5809250	Jct w/5809000	end of road	0.24	P				P				P
5809340	Jct w/5809000	Jct w/5809198	0.70	P	P					P		P

Contract Name: GVR DxP IRTC Stewardship

C5.31# - ROAD MAINTENANCE REQUIREMENTS. (9/04) Contractor shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO
C5.31# - ROAD MAINTENANCE REQUIREMENTS (09/04)

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications								
	From	To		T 803	T 811	T 831	T 834	T 838	T 839	T 842	T 851	T 854
5809340	Jct w/5809198	N edge Unit 14	0.10	P	P					P		P
5809440	Jct w/5809000	end of road	1.00	P	P					P		P
5809441	Jct w/5809440	end of road	0.60	P					P			P
5810000	End of pavement/end county maintenance	Jct w/5806000	1.92	P	P	P	P			P		P

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

Contract Name: GVR DXP IRTC Stewardship

C5.31# - ROAD MAINTENANCE REQUIREMENTS. (9/04) Contractor shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO

C5.31# - ROAD MAINTENANCE REQUIREMENTS (09/04)

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications				
	From	To		T 803	T 811	T 812	T 838	T 839
5806000	Jct w/5810000	Jct w/5809000	1.17	P	P			
5808060	Jct w/5808000	Jct w/5808062	2.38	P				P
5808060	Jct w/5808062	N edge Unit 1	0.06	P				P
5808062	Jct w/5808060	Jct w/5809180	1.03	P				P
5808062	Jct w/5809180	Jct w/5809000	0.37	P				P
5808063	Jct w/5808062	Jct w/5809180	0.50	P				P
5809000	Jct w/5806000	end aggregate (@W edge Unit 5)	3.62	P	P			
5809000	end aggregate (@W edge Unit 5)	W edge Unit 4	0.22	P				P
5809180	Jct w/5809000	begin reconstruction	0.53	P				P
5809180	begin reconstruction	end reconstruction	0.32	P				P
5809180	end reconstruction	Jct w/5808062	0.24	P				P
5809190	Jct w/5809000	SW edge Unit 10	0.70	P				P
5809190	Jct w/5809198	end of road	0.32	P				P
5809198	Jct w/5809340	Jct w/5809190	0.20	P				P
5809199	Jct w/5809190	end of road	0.30	P				P
5809250	Jct w/5809000	end of road	0.24	P				P
5809340	Jct w/5809000	Jct w/5809198	0.70	P				P
5809340	Jct w/5809198	N edge Unit 14	0.10	P				P
5809440	Jct w/5809000	end of road	1.00	P				P
5809441	Jct w/5809440	end of road	0.60	P				P
5810000	End of pavement/end	Jct w/5806000	1.92	P	P			

Contract Name: GVR DXP IRTC Stewardship

C5.31# - ROAD MAINTENANCE REQUIREMENTS. (9/04) Contractor shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO

C5.31# - ROAD MAINTENANCE REQUIREMENTS (09/04)

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications			
	From	To		T 811	T 838	T 839	
5806000	Jct w/5810000	Jct w/5809000	1.17	P			
5808060	Jct w/5808000	Jct w/5808062	2.38			P	
5808060	Jct w/5808062	N edge Unit 1	0.06		P		
5808062	Jct w/5808060	Jct w/5809180	1.03		P		
5808062	Jct w/5809180	Jct w/5809000	0.37			P	
5808063	Jct w/5808062	Jct w/5809180	0.50			P	
5809000	Jct w/5806000	end aggregate (@W edge Unit 5)	3.62	P			
5809000	end aggregate (@W edge Unit 5)	W edge Unit 4	0.22		P		
5809180	Jct w/5809000	begin reconstruction	0.53		P		
5809180	begin reconstruction	end reconstruction	0.32			P	
5809180	end reconstruction	Jct w/5808062	0.24			P	
5809190	Jct w/5809000	SW edge Unit 10	0.70		P		
5809190	Jct w/5809198	end of road	0.32		P		
5809198	Jct w/5809340	Jct w/5809190	0.20		P		
5809199	Jct w/5809190	end of road	0.30			P	
5809250	Jct w/5809000	end of road	0.24			P	
5809340	Jct w/5809000	Jct w/5809198	0.70		P		
5809340	Jct w/5809198	N edge Unit 14	0.10			P	
5809440	Jct w/5809000	end of road	1.00		P		
5809441	Jct w/5809440	end of road	0.60			P	
5810000	End of pavement/end	Jct w/5806000	1.92	P			

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION TABLE PURSUANT TO
 C5.31# - ROAD MAINTENANCE REQUIREMENTS (09/04)

Road No.	1		2 Special Project Specifi- cation	3			4 Brush and Log Out	5 Surfacing	6			7 Seasonal Mainte- nance	8 Snow Removal	9	
	Termini			Travel Way					Dust Abatement					Post Haul	
	From	To		Width	X Slope	Comp			Product	Applic Rate	Width				Block	Treat
5806000	Jct w/5810000	Jct w/5809000	T891-02F T812.03- 02F	EX	AI		2 ft. R&L, OPT					TS		P	
5808060	Jct w/5808000	Jct w/5808062	T891-02F T812.03- 02F	12'	AI		0 ft. R&L, OPT				W, B	TS		P	
5808060	Jct w/5808062	N edge of Unit 1	T891-02F T812.03- 02F	12'	AI		0 ft. R&L, OPT					TS		P	
5808062	Jct w/5808060	Jct w/5809180	T891-02F T812.03- 02F	12'	AI		0 ft. R&L, OPT					TS		P	
5808062	Jct w/5809180	Jct w/5809000	T891-02F T812.03- 02F	12'	AI		0 ft. R&L, OPT				W, B	TS		P	
5808063	Jct w/5808062	Jct w/5809180	T891-02F T812.03- 02F	12'	AI		0 ft. R&L, OPT				W, B	TS	P	P	
5809000	Jct w/5806000	end aggregate (@W edge Unit 5)	T891-02F T812.03- 02F	EX	AI		2 ft. R&L, OPT					TS		P	
5809000	end aggregate (@W edge Unit 5)	W edge Unit 4	T891-02F T812.03- 02F	12'	AI		0 ft. R&L, OPT					TS		P	
5809180	Jct w/5809000	begin recon- struction	T891-02F T812.03- 02F	12'	AI		0 ft. R&L, OPT					TS		P	

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION TABLE PURSUANT TO

C5.31# - ROAD MAINTENANCE REQUIREMENTS (09/04)

Road No.	1		2 Special Project Specifi- cation	3			4 Brush and Log Out	5 Surfacing	6			7 Seasonal Mainte- nance	8 Snow Removal	9	
	Termini			Travel Way					Dust Abatement					Post Haul	
	From	To		Width	X Slope	Comp			Product	Applic Rate	Width				Block	Treat
5809180	begin recon- struction	end recon- struction	T891-02F T812.03- 02F	12'	AI		0 ft. R&L, OPT					W, B	TS	P	P
5809180	end recon- struction	Jct w/5808062	T891-02F T812.03- 02F	12'	AI		0 ft. R&L, OPT					W, B	TS		P
5809190	Jct w/5809000	SW edge Unit 10	T891-02F T812.03-	12'	AI		0 ft. R&L,						TS		P
5809190	Jct w/5809198	end of road	T891-02F T812.03- 02F	12'	AI		0 ft. R&L, OPT						TS		P
5809198	Jct w/5809340	Jct w/5809190	T891-02F T812.03- 02F	12'	AI		0 ft. R&L, OPT						TS		P
5809199	Jct w/5809190	end of road	T891-02F T812.03- 02F	12'	AI		0 ft. R&L, OPT					W, B	TS	P	P
5809250	Jct w/5809000	end of road	T891-02F T812.03- 02F	12'	AI		0 ft. R&L, OPT					W, B	TS	P	P
5809340	Jct w/5809000	Jct w/5809198	T891-02F T812.03- 02F	12'	AI		0 ft. R&L, OPT						TS		P
5809340	Jct w/5809198	N edge Unit 14	T891-02F T812.03- 02F	12'	AI		0 ft. R&L, OPT						TS		P
5809440	Jct w/5809000	end of road	T891-02F T812.03- 02F	12'	AI		0 ft. R&L, OPT						TS		P

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION TABLE PURSUANT TO
C5.31# - ROAD MAINTENANCE REQUIREMENTS (09/04)

Road No.	1 Termini		2 Special Project Specification	3 Travel Way			4 Brush and Log Out	5 Surfacing	6 Dust Abatement			7 Seasonal Maintenance	8 Snow Removal	9 Post Haul	
	From	To		Width	X Slope	Comp			Product	Applic Rate	Width			Block	Treat
5809441	Jct w/5809440	end of road	T891-02F T812.03-02F	12'	AI		0 ft. R&L, OPT				W, B	TS	P	P	
5810000	End of pavement/end county maintenance	Jct w/5806000	T891-02F T812.03-02F	EX	AI		4 ft. R&L, OPT					TS		P	

ROAD MAINTENANCE SPECIFICATION CODES TABLE PURSUANT TO
C5.31# - ROAD MAINTENANCE REQUIREMENTS (09/04)

Column No.	Heading	Entry	Explanation
	Any	Blank	Except as otherwise described, no entry indicates Contractor is not authorized or required to perform the work item(s).
	Any	RC	This work requirement applies only when haul of project related construction materials occurs.
2	Special Project Specification	Number	Entry indicates Special Project Specification which applies.
3	Travel Way	EX	Contractor shall maintain the traveled way to the width existing upon entry, or at the completion of Specified Road work.
		Numbers	Contractor shall maintain the traveled way to the standard width indicated by the entry, plus curve widening, in accordance with Section T-811. If required, the road template shall be shaped to this width and to the designated cross slope before haul and during recurring maintenance.
		IS, C, OS, F, or AI	Cross slopes are designated as: IS (Inslope), C (Crown), OS (Outslope), F (Flat), AI (As Is).
		A or B	If compaction is required.
4	Brush and Log Out	Numeric & R and or L	Contractor shall remove brush for specified width on either or both the right (R) side or left (L) side of road.
		As Staked	Limits of brushing are as staked or marked in the field.
		OPT	Contractor may use hand or mechanical means of brushing.
		H	Only hand brushing may be used.
5	Surfacing	Aggregate Grading	Contractor shall place surfacing on roads listed according to the grading indicated.
6	Dust abatement	OPT	Product selection is Contractor's choice from those listed in Section T-812.
		Product Abbr.	Unless otherwise agreed, Contractor is restricted to product listed corresponding to the abbreviation shown in Section T-812; (i.e., LigS = Lignon Sulfonate) Application rates are estimated amounts.
		EX	Contractor shall abate dust on the existing width
		Numbers	Contractor shall abate dust to the width indicated by entry.
7	Seasonal Maintenance	W	Waterbars and/or crossditching shall be required prior to expected seasonal precipitation.
		B	Entrance barriers shall be installed by Purchaser prior to nonuse periods.

Contract Name: GVR DxP IRTC Stewardship

ROAD MAINTENANCE SPECIFICATION CODES TABLE PURSUANT TO
C5.31# - ROAD MAINTENANCE REQUIREMENTS (09/04)

Column No.	Heading	Entry	Explanation
8	Snow Removal	TS	Snowplowing authorized for Contractor's Operations without recreation access being provided per Section T-803 requirements.
		JU	Snowplowing authorized, but must provide for recreation joint use per Section T-803 requirements.
		Blank	Snowplowing is not authorized. Forest Service may authorize plowing by permit when not in conflict with other uses.
9	Post Haul	P	P denotes that work is Contractor's Responsibility to perform.

C6.24# - SITE SPECIFIC SPECIAL PROTECTION MEASURES (09/2004)

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

Cultural Resource Protection Measures: Areas to Protect boundaries (ATP) are designated with orange paint above and below stump height, blue tags that face into the unit/away from the cultural area and blue and/or black and orange candy-striped flagging. Cultural Resources are no entry areas to all operations and activities.

Within, or abutting any identified Areas to Protect, no grading, snow-plowing, or any other activity may occur outside of the road prism; nor will cleanup operations affect the undisturbed natural ground outside the traveled way.

Wildlife and Botanical Protection Measures: Areas to Protect (ATP) are no entry areas to all operations and activities. In Subdivisions: 1, 2, 3, 5, 6, 8, 10, 11, 12, 13, 14, 15, 16 & 18 , virtual boundaries are used for Areas to Protect, wildlife areas.

Cave Resource Protection Measures: N/A

C6.315# - PROJECT OPERATION SCHEDULE (05/2005)

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

See attached schedule.

SCHEDULE PURSUANT TO C6.315# - PROJECT OPERATION SCHEDULE (05/2005)

Subdivision	Operation Conditions	Purpose
Portions of Subdivisions: 1, 3, 4, 5, 6, 7, 8, 10, 11, 13, 14, 16 & 17	No operations within portions of subdivisions, shown on the Contract Area Map. March 1-July 31.	Great Grey Owl

C6.32# - PROTECTION OF RESERVE TREES (09/2004)

Contractor's damage or destruction of reserve trees described in C2.3# will cause serious and substantial silvicultural or other damage to the National Forest. It will be difficult if not impossible to determine the amount of such damage. Therefore, Contractor shall pay as fixed, agreed, and liquidated damages \$ 300 for each Genetic reserve tree and \$ 300 for each Genetic reserve tree damaged or destroyed by Contractor's Operations, in addition to amounts payable under B3.45 and B3.46.

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

C6.36# - ACCEPTANCE OF WORK (03/2018)

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

See attached table.

FOREST SERVICE INSPECTIONS METHOD(S) PURSUANT TO C6.36# - ACCEPTANCE OF WORK (03/2018)

C6.36# - ACCEPTANCE OF WORK. (04/18) Upon Contractor’s written request and assurance that cutting or marking of leave trees in a cutting unit has been completed in accordance with C2.355# Designation by Prescription, the Forest Service shall perform an inspection within 5 days, excluding weekends and federal holidays, so as not to unnecessarily delay progress of Contractor’s operations. Unless otherwise agreed in writing, procedures to be completed by the Forest Service for inspecting Contractor cutting or marking of leave trees under C2.355# are listed on the following page(s). Once cutting or marking in a cutting unit is completed and accepted by Forest Service, no additional leave trees shall be cut by Contractor without prior authorization from Forest Service.

Forest Service Inspections Method(s) Pursuant to C6.36# Acceptance of Work (04/2018)

Subdivision(s)	Inspection Method(s)
ALL	Inspecting Contractor cutting will be done by variable plot (point sampling), with at least one plot per three acres. Each cutting unit will have at least three plots. Plot locations will be random and determined by a non-biased method. A basal area factor of 10 will be used to evaluate the basal area ranges and targets contained in the DXP specifications. Each subdivision will be evaluated and approved separately. In addition to inspecting the basal area of leave trees, the inspection will also evaluate compliance with prescription requirements pertaining to selection of species, quality of leave trees, and spacing or juxtaposition standards for these units included in provision C2.355#.

All general sale inspection methodology will follow the Pacific Northwest Timber Product Accountability Action Plan and the 2017 Fremont-Winema Timber Accountability Action Plan unless otherwise agreed to by the Forest Service.

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

Contractor and Forest Service may agree to alternate removal requirements of Included Timber contained in A2. Alternate removal requirements are to be set forth in an agreement signed by both Contractor and Contracting Officer. The terms of the agreement binds both parties and becomes part of the stewardship contract.

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

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

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

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

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

Upon acceptance of the alternate removal requirements, the Subdivision will be removed from the Contract Area under B6.36.

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

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

Notwithstanding B6.41, B6.411, B6.5 and B6.61, felling objectives shall be accomplished by the type of felling methods and equipment listed herein. Methods or equipment other than those specified may be approved. For Subdivisions shown in the following table, Contractor shall submit a cutting plan for Forest Service acceptance, prior to the start of felling operations.

See attached Table.

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

FELLING METHODS

SUBDIVISIONS

Cutting lanes to be used should average 40 feet apart.

ALL

Leave a minimum stump height of 4 inches on the high side of the stump.

ALL

FELLING EQUIPMENT

SUBDIVISIONS

As accepted by the Forest Service.

ALL

If included in your Technical Proposal and accepted by the Forest Service, mechanized felling equipment will operate in a manner which will minimize detrimental soil disturbance to less than 20% of the subdivision area.

ALL

C6.418# - TREATMENT OF STUMPS (OPTION 2A) (05/2005)

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

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

LIQUID APPLICATION - A 10 percent aqueous solution can be used for treatment. Apply the solution by brush, or spray, to the stump until the surface is thoroughly wet (approximately 1 gallon per 40 square feet of exposed wood surface). Apply the material to all exposed wood surfaces. A liquid dye shall be added to the borax solution as an aid to insure complete coverage.

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

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

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

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

See attached table for requirements.

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

Yarding/Skidding Requirements

Subdivisions

<p>All trees shall be yarded to the landing with the top attached to the last log. All limbing must be done on the landing area.</p>	<p>ALL</p>
<p>One end suspension required</p>	<p>ALL</p>
<p>If included in your Technical Proposal and accepted by the Forest Service, mechanized yarding/skidding equipment will operate in a manner which will minimize detrimental soil disturbance to less than 20% Of the subdivision area.</p>	<p>ALL</p>

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

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

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

(a) Where staked or otherwise marked on the ground by Forest Service, seed and mulch will be applied as indicated in the attached seeding and mulching schedule. All applications shall be current and done during the period from N/A to N/A, unless otherwise agreed to. Applications shall be done only during favorable conditions. If Contractor and Forest Service agree, seed can be applied and covered within 10 days of ground disturbance, and may be done outside the required periods.

(b) Where shown on Contract Area Map, landings, Temporary Roads and/or skidtrails/roads shall be scarified to a depth of 8 inches to provide a seedbed for grass seed and mulch. Seed and mulch shall be spread evenly at the rates shown in the table. When the seed and mulch are applied in separate operations, the second or third operations shall be within 10 days of the first or second.

(c) Where shown on Contract Area Map, landings, Temporary Roads, and skid trails/roads used by Contractor shall be subsoiled to a minimum depth of N/A inches, except that Forest Service may agree to lesser depths. Each subsoiler shank shall be equipped with a shoe and wings which has a total width of at least N/A inches. The design of the shank and wings will be such that the treated, compacted soil is slightly lifted and well-fractured rather than plowed, mixed, or displaced. The distance between subsoiler shank passes shall not exceed N/A inches. Treated areas shall span the total width of compaction. Subsoiling shall be kept reasonably current and shall be done during Normal Operating Season unless otherwise agreed.

(d) When agreed to, Contractor may use alternate methods of erosion control. Seed shall meet current Forest Service requirements, with the additional requirement that no seed containing any noxious weed seed in excess of established state limitations as listed in the current "State Noxious Weed Requirements Recognized in the Administration of the Federal Seed Act" publication will be used (commonly referred to as the "all states" noxious weed seed list). Seed shall be furnished separately or in mixture in standard containers clearly marked with: (1) seed name; (2) lot number; (3) net weight; (4) percentages of purity and of germination (in case of legumes, percentage of germination to include hard seed); (5) percentage of weed seed content; and (6) certification that no noxious weed seeds in excess of established state standards are present. The Contractor shall furnish the Government duplicate signed copies of a certificate, signed by a Registered Seed Technologist or Seed Analyst (certified through either the Association of Official Seed Analysis or the Society of Commercial Seed Technologists), certifying that each lot of seed has been tested in accordance with the Association of Official Seed Analysts Standards within 12 months prior to date of application. This certificate shall include (1) name and address of laboratory, (2) date of test, (3) lot number for each kind of seed, (4) name of seed, (5) percentage of germination, (6) percentage of purity, (7) percentage of weed seed content, and (8) certification that no noxious weed seeds in excess of established state limitations are present in any kind of seed.

Legume seed shall be inoculated with approved cultures in accordance with the instructions of the

manufacturer.

No seed may be applied without prior written approval by the government.

(e) Contractor may be required to seed areas disturbed by harvest activities to prevent the spread of noxious weeds, or the establishment of new areas.

See attached application schedule.

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

PAYMENT UNIT OR UNIT NUMBER	AREAS A) SKID TRAILS B) FIRELINES C) TEMP. ROADS D) LANDINGS E) OTHER <u>4/</u>	SEED		FERTILIZER		MULCH	
		APPLICATION		APPLICATION		APPLICATION	
		SPECIES <u>1/</u> MIXTURE	LBS/AC	TYPE <u>2/</u>	LBS/AC	TYPE <u>3/</u>	LBS/AC
N/A	N/A						

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

Grass seed will be provided by Forest Service

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

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

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

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

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

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

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

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

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

C6.7 - SLASH DISPOSAL (03/2017)

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

Any burning of slash or refuse by Contractor is subject to C7.201.

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

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

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

Contractor shall pile, burn, yard, construct firelines or otherwise treat slash defined in C6.7, within designated areas. Work required of Contractor shall be in accordance with the following slash plan and specifications, and the Contract Area Map.

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

See following specifications.

SPECIFICATIONS PURSUANT TO C6.74# - SLASH TREATMENT REQUIREMENTS (OPTION 2) (06/2008)

I. General Specifications

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

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

Contractor shall construct a fire line around each slash pile.

II. Detailed Specifications

A. Landing and Decking Area Slash

1. Machine pile all slash (except for slash that is too small to be effectively piled), this would be defined as at least three inches diameter, that is on the cleared landing, or any slash pushed up along the edge or off the landing during skidding and decking operations.
2. Unless otherwise agreed, slash piles shall be located at least (25) feet from the crown, or drip line of any dead or live tree or equal distance between standing dead or live trees, whichever is greater. Piles will be a minimum of (8) feet in height and (12) feet in diameter, where practicable and as compact as possible. Piles shall be reasonably free of dirt and rocks.
3. Do not include stumps from landing construction, or any other stumps in the landing and decking area. Stumps will be yarded back into the unit in locations approved by the Forest Service.
4. All material extending beyond the general contour of the piled slash shall be trimmed off and added to the pile.

B. Equipment for Piling Landings

The equipment used by the contractor to pile landing slash is included in the technical proposal.

C. Yard Top Attached

All trees shall be yarded with the top attached to the last log, to the landing. All limbing, long-butting, etc. must be done on the landing and decking areas. This will occur in ALL SUBDIVISIONS.

D. A fireline to mineral shall be constructed around piles. The minimum width to mineral soil is four feet. The maximum width of 8 feet, or the length of the dozer blade.

C6.815 - THIRD PARTY SCALING SERVICES (09/2004)

Notwithstanding the requirement for Forest Service or parties under contract to Forest Service to provide Scaling services under B6.81, Scaling designated in A10 shall be conducted by a third party Scaling organization approved by Forest Service. Scaling shall be done in accordance with A9 and Contractor shall bear costs for Scaling service.

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

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

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

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

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

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

Contractor shall present all loads for weighing and shall furnish a weight ticket for each load pursuant to a weighing services agreement. Any load for which a weight ticket is not provided, or the weight ticket is incomplete or unreadable, or does not include the Forest Service load receipt number, shall be considered a lost sample load with a net weight equal to the load with the heaviest net weight presented during the billing period, as established by the Forest Service.

C6.9# - STEWARDSHIP PROJECTS (09/2004)

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

Stewardship Projects

C6.9# - STEWARDSHIP PROJECTS. (9/04) Performance of stewardship contracts shall be in accordance with the following specifications.

LIST OF STEARDSHIP PROJECTS PURSUANT TO C6.9# - STEWARDSHIP PROJECTS. (9/04) Performance of stewardship contracts shall be in accordance with the following specifications.

MANDATORY PROJECTS

Project Number 001 - Mastication

Project Number 002 - Cut, Skid, and Deck of Conifers

OPTIONAL PROJECTS

Project Number 003 - Mastication

Project Number 004 - Cut, Skid, and Deck of Conifers

PROJECT 001 - MANDATORY - Mastication

Project Location - Subdivisions: 7, 11 & 14 (231 acres)

End Results - Mastication of brush. Soil resource shall be protected.

Project Description - Brush will be masticated to ground level unless prevented by natural obstacles. All slash created under this contract will be masticated so that it does not exceed 12" in height. All existing logs will be left. Trees shall be cut below lowest live limb.

Technical Specifications - The contractor shall furnish all personnel, supervision, equipment, materials/supplies and transportation to complete this project.

Identification and Selection of leave trees:

Leave all hardwood trees (quaking aspen, serviceberry, willows, etc.).

Leave all trees greater than 4.0 inches DBH.

Leave all dead trees, unless they pose a hazard to contract employees.

Leave all trees with orange paint.

Contractor shall use equipment that protects the soil resource and the residual stand. To minimize impact to the soil, equipment shall be capable of accomplishing work without making multiple passes in the same area. Soil damage and or displacement caused by turning shall be mitigated. Equipment shall meet the following:

- (a) Have a power driven rotary head with capabilities of chopping, chewing, or grinding wood fiber.
 - (b) The rotary head needs to be able to articulate.
 - (c) Minimum of 25 foot horizontal arm reach.
 - (d) Operator's cab and arm shall be capable of turning 360 degrees while tracks remain stationary.
 - (e) Shall be tracked machine with a maximum ground pressure of 7.0 pounds per square inch
 - (f) Climbing ability up to and including 30 percent slope.
-

PROJECT NUMBER 002 - MANDATORY - Cut, Skid and Deck of Conifers

Project Location - Subdivisions: 1 & 3 (321 acres)

End Results - Reduce conifer encroachment and competition in dry mixed conifer stand. Understory will be thinned to reduce density and fuels in the stand. Spatial pattern of residual trees will be variable, with a mixture of individuals and clumps of 2-20 trees. Trees should generally be spaced 15 feet away from mature overstory trees. All western juniper under 150 years old will be cut and skidded to approved landings.

Thin conifers greater than or equal to 2" DBH, up to A.2. specifications, to a variable spacing ranging from 10 X 10 to 25 X 25 feet, leaving a mixture of clumps and individuals. Leave trees should be the largest, healthiest trees in the area. Cut trees shall be completely severed below the lowest live limb unless prevented by natural obstacles. Stump shall be cut flat and height shall not exceed 6 inches unless natural obstacles prevent cutting. When thinning follow species preference for retention in descending order: sugar pine, ponderosa pine, incense cedar. Cut all white fir, lodgepole pine and western juniper.

PROJECT NUMBER 003 - OPTIONAL - Mastication

Project Location - Subdivisions: 8, 15 & 16 (257 acres)

End Results - Mastication of brush. Soil resource shall be protected.

Project Description - Brush will be masticated to ground level unless prevented by natural obstacles. All slash created under this contract will be masticated so that it does not exceed 12" in height. All existing logs will be left. Trees shall be cut below lowest live limb.

Technical Specifications - The contractor shall furnish all personnel, supervision, equipment, materials/supplies and transportation to complete this project.

Identification and Selection of leave trees:

Leave all hardwood trees (quaking aspen, serviceberry, willows, etc.).

Leave all trees greater than 4.0 inches DBH.

Leave all dead trees, unless they pose a hazard to contract employees.

Leave all trees with orange paint.

Contractor shall use equipment that protects the soil resource and the residual stand. To minimize impact to the soil, equipment shall be capable of accomplishing work without making multiple passes in the same area. Soil damage and or displacement caused by turning shall be mitigated. Equipment shall meet the following:

- (a) Have a power driven rotary head with capabilities of chopping, chewing, or grinding wood fiber.
- (b) The rotary head needs to be able to articulate.
- (c) Minimum of 25 foot horizontal arm reach.
- (d) Operator's cab and arm shall be capable of turning 360 degrees while tracks remain stationary.
- (e) Shall be tracked machine with a maximum ground pressure of 7.0 pounds per square inch
- (f) Climbing ability up to and including 30 percent slope.

PROJECT NUMBER 004 - OPTIONAL - Cut, Skid and Deck of Conifers

Project Location - Subdivisions: 7, 10, 14 & 17 (187 acres)

End Results - Reduce conifer encroachment and competition in dry mixed conifer stand. Understory will be thinned to reduce density and fuels in the stand. Spatial pattern of residual trees will be variable, with a mixture of individuals and clumps of 2-20 trees. Trees should generally be spaced 15 feet away from mature overstory trees. All western juniper under 150 years old will be cut and skidded to approved landings.

Thin conifers greater than or equal to 2" DBH, up to A.2. specifications, to a variable spacing ranging from 10 X 10 to 25 X 25 feet, leaving a mixture of clumps and individuals. Leave trees should be the largest, healthiest trees in the area. Cut trees shall be completely severed below the lowest live limb unless prevented by natural obstacles. Stump shall be cut flat and height shall not exceed 6 inches unless natural obstacles prevent cutting. When thinning follow species preference for retention in descending order: sugar pine, ponderosa pine, incense cedar. Cut all white fir, lodgepole pine and western juniper.

C7.1 - PLANS (05/2005)

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

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

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

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

C7.2 - SPECIFIC FIRE PRECAUTIONS (05/2005)

When the industrial fire precaution level is I or higher, unless waiver is granted under C7.22, specific required fire precautionary measures are as follows:

A. Fire Security.

Contractor shall designate in writing a person or persons who shall perform fire security services listed below on Contract Area and vicinity. The designated person will be capable of operating Contractor's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of Contractor's personnel on Forest fires. Such person must report any fire detected to Forest Service within 15 minutes of detection. In lieu of having the designated person perform the required supervisory duties, Contractor may provide another person meeting the qualifications stated above to direct the activities of Contractor's personnel and equipment during all fire fighting activities.

Services described shall be for at least 1 hour from the time Contractor's Operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to Contract Area.

Contractor shall furnish fire security services based on the predicted industrial precaution level, obtained by Contractor from the appropriate Ranger District Headquarters. If predictions made after 6:00 p.m. local time, are significantly different than originally estimated, Forest Service will inform Contractor when changes in fire security services are indicated.

B. Fire Extinguisher and Equipment (on Trucks, Tractors, Power Saws, etc.).

(a) Each yarder or loader equipped with an internal combustion engine or other spark emitting source shall be equipped with a readily accessible fire extinguisher, with an Underwriter's Laboratory (UL) Rating of at least 5 B,C.

(b) All power-driven equipment operated by Contractor on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C and one "D" handled or long handled round point shovel, size 0 or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

(c) Equipment required in (a) and (b) shall be kept in a serviceable condition and shall be readily available.

(d) Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long handled round point shovel, size 0 or larger, except at a landing where a suitable fire extinguisher and shovel are immediately available. The extinguisher will be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

(e) Each helicopter shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C mounted inside the aircraft within reach of the pilot's operating position.

(f) One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on Contract Area that is protected and readily available.

(g) At each area where helicopters are being serviced or supplied, a carbon dioxide fire extinguisher with a UL rating of at least 20 B,C will be provided on the site and placed where it is available for immediate use.

C. Spark arresters and mufflers.

Each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard 5100-1a as shown in the National Wildfire Coordination Group Spark Arrester Guide, unless it is:

(a) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.

(b) A multi-position engine, such as on power saws which must meet the performance levels set forth in the Society of Automotive Engineers (SAE) "multi-positioned small engine exhaust fire ignition standard, SAE recommended practice J335B" as now or hereafter amended.

(c) A passenger carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory designed muffler complete with baffles and an exhaust system in good working condition.

(d) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this Subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

D. Fire Tools.

Contractor shall furnish serviceable fire fighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters at least 1 inch high. It shall contain a minimum of:

(a) Two axes or Pulaskis with a 32 inch handle.

(b) Three adze eye hoes. One Pulaski may be substituted for one adze eye hoe.

(c) Three long handled, round point shovels, size 0 or larger.

E. Tank Truck.

Contractor shall provide a tank truck or trailer, containing not less than 300 gallons of water, during yarding, skidding, loading, land clearing, right-of-way clearing, mechanical falling, and mechanical treatment of slash. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each operating side during Fire Precautionary Period (closed season), except as provided under B7.21.

The tank truck or trailer shall be equipped with a pump capable of discharging 20 gallons of water per minute, using a 1/4 inch nozzle tip, through a 50 foot length of poly or rubber lined hose. In addition, 500 feet of serviceable hard rubber poly or rubber lined or FJRL hose of not less than 1 inch outside diameter, fitted with a nozzle capable of discharging a straight stream of 1/4 inch diameter and a spray pattern shall be immediately available for use. The tank, pump, nozzle and at least 250 feet, of the total 500 feet of hose, shall be connected and ready for use at all times. Synthetic hose may be used by agreement.

If a trailer is used, it shall be equipped with a hitch to facilitate prompt movement. A serviceable tow vehicle shall be immediately available for attachment to the trailer and must meet the time requirements stated above. Such truck or trailer shall be equipped to operate for a minimum of 8 hours.

Where designated on Contract Area Map, Contractor shall provide a tank trailer or water source and pumping equipment, including accessories, which can be lifted and transported by the yarding system. The component parts shall meet all specifications above. The tank trailer or water supply and pumping accessories shall be deliverable to a fire, in area of operations, within 15 minutes of detection.

In lieu of the above tank trailer or water supply for helicopter operations, Contractor may provide a suitable helicopter water bucket with a 300 gallon capacity. When Contractor provides a water bucket, a water source shall be provided within 5 minutes round trip flight time from operating side.

F. Communications.

During Contractor's Operations, excluding powersaw falling and bucking, Contractor shall provide adequate two-way communication facilities to report a fire to Forest Service within 15 minutes of detection. Citizen Band radios (CB's) are not considered adequate two-way communications because FCC Regulations prohibit commercial use.

G. Smoking and Open Fire Restrictions.

Smoking and fires shall be permitted only at the option of Contractor. Contractor shall not permit open fires on Contract Area without advance permission in writing from Forest Service.

H. Blasting.

Blasting shall be permitted only for road construction purposes unless advance permission is obtained from Forest Service.

Whenever the Industrial Fire Precaution Level is II or greater, a fire security person equipped with a long handled round point No. 0 or larger shovel and a 5 gallon backpack pump can filled with water, will stay at location of blast for 1 hour after blasting is done. Blasting may be suspended by Forest Service, in areas of high rate of spread and resistance to control.

Fuses shall not be used for blasting. Explosive cords shall not be used without permission of Forest Service, which may specify conditions under which such explosives may be used and precautions to be taken.

I. Compliance with State Fire Laws.

Listing of specific fire precautionary measures in the foregoing 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.

J. Aircraft Communications.

Every aircraft used in conjunction with Contractor's Operations shall be equipped with an operable radio system. The radio system shall be capable of transmitting and receiving on VHF frequency 122.85 Megahertz (MHz) with a minimum output of 5 watts at the transmitter. The system shall be located and installed so that the pilot can operate it while flying. A shielded all-weather broad-band antenna shall be part of the system. Radio and antenna shall be properly installed and maintained.

Upon discovery or notification of a fire on Contract Area, all aircraft pilots controlled by Contractor shall monitor VHF frequency 122.85 MHz when within 5 miles of a fire and broadcast their intentions.

K. Logging Block Equipment.

Contractor shall provide a serviceable 5 gallon backpack pump full of water, one axe, and one long handled round point shovel, size 0 or larger, at each haulback block through which a running line passes.

The area below such blocks must be kept clear of all flammable debris under 4 inches in diameter for a distance of 6 feet in all directions. Material larger than 4 inches that poses a fire risk, such as punky logs, must also be removed.

Contractor shall avoid line-rub on rocks or woody material which may result in sparks or sufficient heat to cause ignition of fire.

C7.201 - BURNING BY CONTRACTOR (06/2006)

Notwithstanding the Fire Precautionary Period limitation of B7.2, Contractor is required to obtain written permission from Forest Service prior to any burning on the National Forest Lands.

C7.22 - EMERGENCY FIRE PRECAUTIONS (06/2018)

Contractor shall restrict operations in accordance with the Industrial Fire Precaution Levels attached. Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to Contractor, the revised Industrial Fire Precaution Levels will supersede the attached levels.

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

LEVEL I. FIRE SEASON

Fire season requirements are in effect. In addition to other fire prevention measures, a Firewatch is required at this and all higher levels unless otherwise waived

LEVEL II. LIMITED SHUTDOWN

The following may operate only between the hours of 8 P.M. and 1 P.M.:

- Power saws except at loading sites;
- Feller-bunchers with rotary head saws;
- Cable yarding;
- Blasting;
- Welding, cutting, or grinding of metal.

LEVEL III. RESTRICTED SHUTDOWN

Cable yarding is prohibited except that gravity operated logging systems employing non-motorized carriages or approved motorized carriages (defined below), may operate between 8 P.M. and 1 P.M. when all blocks and moving lines are suspended 10 feet above the ground except the line between the carriage and the chokers and during rigging.

The following are permitted to operate between the hours of 8 P.M. and 1 P.M. where mechanized equipment capable of constructing fire line is immediately available to quickly reach and effectively attack a fire start:

- Ground-based operations (defined below);
- Power saws on ground-based operations;
- Rotary head saw feller-bunchers with a continuous Firewatch;
- Non-rotary head saw feller-bunchers;
- Tethered logging systems (defined below).

The following are permitted to operate between the hours of 8 P.M. and 1 P.M.:

- Power saws at loading sites;
- Loading or hauling of any product or material;
- Blasting;
- Welding, cutting, or grinding of metal;
- Any other spark emitting operation not specifically mentioned.

LEVEL IV. COMPLETE SHUTDOWN

All operations are prohibited.

NOTE: Where hauling involves transit through more than one shutdown/regulated use area, the precaution level at the woods loading site shall govern the level of haul restriction, unless otherwise prohibited by other than the IFPL system. Under IFPL III, all trucks must be loaded and leaving the loading site no later than 1 P.M.

Waivers:

Advance written waiver of the above precautions may be issued by the Contracting Officer or Forest Service Representative for any and all activities. Activities for which waivers may be issued include, but are not limited to:

>Mechanized loading and hauling.

>Road maintenance such as sprinkling, graveling, grading and paving.

>Cable yarding using gravity systems or suspended lines and blocks, or other yarding systems where extra prevention measures will significantly reduce the risk of fire.

>Power saws at loading sites or in felling and bucking where extra prevention measures will significantly reduce the risk of fire.

>Maintenance of equipment (other than metal cutting and welding) or improvements such as structures, fences and powerlines.

Contractor shall submit written waiver, or substitute precautions under B7.21, with specific measures to be taken by Contractor to reduce the risk of ignition, and/or the spread of fire. The Contracting Officer or Forest Service Representative shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. Contractor shall assure that all conditions of such waivers or substitute precautions are met.

Forest Service will inform Contractor when changes in restrictions or industrial precautions are indicated.

IFPL Definitions:

>Approved motorized carriage: a cable yarding system employing a motorized carriage with two fire extinguishers, each with at least a 2A:10BC rating, mounted securely on opposite sides of the carriage, an emergency motor cutoff, and an approved exhaust system.

>Cable yarding system: a yarding system employing cables, and winches in a fixed position.

>Fire Season: that season of the year when a fire hazard exists as declared by the responsible agency official.

>Ground-based operations: mobile and stationary equipment operations other than cable yarding systems, including but not limited to tractor/skidder, feller-buncher, forwarder, processor, and shovel operations.

>Loading sites: a place where any product or material (including, but not limited to logs, firewood, slash, soil, rock, poles, etc.) is placed in or upon a truck or other vehicle. Loading site shall govern the level of haul restriction, unless otherwise prohibited by other than the industrial precaution level system.

>Tethered logging system: winch-assisted, cable-assisted, traction-assisted, etc., which enable ground-based timber harvesting machines to operate on steep slopes.

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

Contractor and Forest Service hereby agree, acknowledge, and accept that there is no expressed or implied warranty provided by the Forest Service that guarantees the Contractor will be allowed to complete the removal of products sold under the terms of the contract. Upon execution of the contract, Contractor hereby acknowledges the acceptance of the risk that this contract is subject to interruption or termination as a result of litigation associated with the environmental analysis process used by the Forest Service in the planning of this project. If such interruption or termination occurs due to litigation, Contractor agrees to accept as full compensation for such interruption remedies pursuant to B8.33, or for termination remedies pursuant to B8.34.

C8.21 - 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 B6.31 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 A4c.

(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 B4.4 or B9.3; 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 B8.23, 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.

C8.212 - 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 A20. 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.

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

Contract changes involving volumes and/or values will use a weight ratio of 3.0671 to convert net CCF cruise volumes to Tons.

C8.64 - 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.

C8.66# (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 N/A determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Contractor or any person as defined in the Act (16 USC 620e).

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

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

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

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

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

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

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

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

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

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

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

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

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

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