APPENDIX B (Marble Mountain Area) **- SCALED**

STEWARDSHIP CONTRACT - TIMBER REMOVAL SPECIFICATIONS

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WO-C8.66# Use of Timber (Option 1) (9/04)

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***Division A and Special C Provisions are not final. Appendix B may undergo modifications if Optional Item 36a and b are awarded.**

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

A.1 Location and Area:

This Contract Area of 4,644 acres is more or less located in: T2N R17E, Sec 3-9, 16-18, 20; T3N R17E, Sec 33-34; MDBM.

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*A.2 Volume Estimate and Utilization Standards

Species Group	Product	Estimated Quantity	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (DBH) *(inches)*	Number of Minimum Pieces per Tree	Length *(feet)*	Diameter Inside Bark at Small End *(inches)*	Net Scale in % Gross Scale 1/
Combined Softwood	Sawtimber	TBD	Ton	10.0	1	10	6	12
Timber Subject to Agreement								
Combined Softwood	Grn Bio 2/	TBD	Ton	3.0	1	6	1	16
Combined Softwood	Cull Logs	TBD	Ton	12.0	1	16	8	16
Total Quantity		TBD						

1/ Enter Merchantability Factor (Merch. Factor) or Net Scale in % of Gross Scale, whichever is appropriate.
2/ Includes small trees, topwood, and YUMD volume.

*A.3 Timber Designations, acres are approximate:

	Number	Acres
Clearcutting Units (B2.31)		
Overstory Removal Units (B2.33)		
Understory Removal Units (B2.34)		
Individual Trees (B2.35)		
Designation by Description or Prescription (C2.351-C2.355)	78*	1,764*

A.4 RESERVED

A.5 RESERVED

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A.6 High Stumps

Species	Product	Maximum Stump Height *(inches)*
Combined Softwoods	All	1/3 stump diameter not to exceed 12 inches

A.7 Roads

Name and Date of Governing Road Specifications: FP-24 Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, as amended and supplemented (English)

Project		Design	Approx. Length	Sheet Numbers and	Performance Responsibility		
Road No.	Name	Class	*(mi./km.)*	Approval Date	Survey	Design	Const. Staking[1/]
2N05Y		Single Lane – 10 mph	0.45	C-01	FS	FS	Purchaser BC
2N05YA		Single Lane – 10 mph	0.10	C-02	FS	FS	Purchaser BC
2N06		Single Lane – 10 mph	0.12	C-03	FS	FS	Purchaser BC
2N07		Single Lane – 10 mph	2.63	C-04, C-05	FS	FS	Purchaser BC
2N14Y		Single Lane – 10 mph	1.91	C-06	FS	FS	Purchaser BC
2N14YA		Single Lane – 10 mph	0.53	C-07	FS	FS	Purchaser BC
2N17		Single Lane – 10 mph	1.80	C-08	FS	FS	Purchaser BC
2N50		Single Lane – 10 mph	0.66	C-09	FS	FS	Purchaser BC
2N55		Single Lane – 10 mph	0.38	C-10	FS	FS	Purchaser BC
2N91		Single Lane – 10 mph	0.43	C-11	FS	FS	Purchaser BC
2N98Y		Single Lane – 10 mph	1.45	C-12	FS	FS	Purchaser BC
3N07		Single Lane – 10 mph	1.94	C-13, C-14, C-15, C-16	FS	FS	Purchaser BC
3N07C		Single Lane – 10 mph	0.73	C-17	FS	FS	Purchaser BC
3N08		Single Lane – 10 mph	3.27	C-18	FS	FS	Purchaser BC
3N40Y		Single Lane – 10 mph	0.22	C-19	FS	FS	Purchaser BC
3N42Y		Single Lane – 10 mph	1.04	C-20	FS	FS	Purchaser BC
3N42YA		Single Lane – 10 mph	0.54	C-21	FS	FS	Purchaser BC
3N42YB		Single Lane – 10 mph	0.28	C-22	FS	FS	Purchaser BC
3N79		Single Lane – 10 mph	0.10	C-23	FS	FS	Purchaser BC

[1/] Indicate timing, i.e., before clearing (BC) or after clearing (AC).
Specification sheets with itemized construction codes also attached

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A.8 RESERVED

A.9 Scaling Instructions and Specifications

Name and Date of Governing Instructions: FSH2409.11a–National Forest Scaling Handbook, Amendment No. 2409.11a-91-1, May 22, 1991, Cubic Taper 4 as authorized by Regional Forester, February 2001, as amended and supplemented.

Scaling Specifications

Species	Product	Maximum Scaling Length *(feet)*	Trim Allowance		
			Diameter Range *(inches)*	Length Range *(feet)*	Trim Allowance *(inches)*
Combined Softwoods	All	20	06-99	10-20	6

A.10 Scaling Services

Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit $
Ton	As agreed to by Forest Service	Total (100%) Weight Scale	0.00

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APPLICABLE REGIONAL CLAUSES MAY BE ADDED

UNITED STATES DEPARTMENT OF AGRICULTURE
Forest Service
TIMBER REMOVAL SPECIFICATIONS
CLAUSES FOR SCALED TIMBER REMOVAL CONTRACTS
(Applicable to Contracts to be Measured After Felling**)**

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

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

B1.0—CONTRACT AREA

B1.1 Contract Area Map.

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

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

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

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

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B2.0—TIMBER SPECIFICATIONS

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

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

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

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

B2.13 Damaged Timber.

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

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

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

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

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

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

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

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

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

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

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

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

B2.32 Construction Clearing. All timber is designated for cutting that is within the clearing limits of roads constructed hereunder or is in other authorized clearings. All dead or unstable live trees are designated for cutting that are sufficiently tall to reach Contractor's landings, work areas, or the roadbed of Temporary Roads when Marked in advance of work in the immediate area. Pieces meeting Utilization Standards from such dead or unstable live trees shall be removed unless

there is agreement that to do so could damage the road. Such designation may be revised as part of agreed changes in road locations.

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

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

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

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

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

B3.0—RATES OF PAYMENT

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

B3.4 Other Payment Rates.

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

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

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

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

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

B3.45 Undesignated Timber Unnecessarily Damaged or Negligently or Willfully Cut. Undesignated timber meeting Utilization Standards and unnecessarily damaged or negligently or willfully cut by Contractor, if included by Forest

Service, shall be cut, removed, and paid for at Current Contract Rates and Required Deposits that are in addition to liquidated damages under B3.46.

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

B3.46 Liquidated Damages. Unnecessary damage to or negligent or willful cutting of undesignated timber, as described in B3.45, on portions of Contract Area cut over under this contract is likely to cause substantial silvicultural or other damage to the National Forest. It will be difficult, if not impossible, to determine the amount of such damage. Therefore, Contractor shall pay as fixed, agreed, and liquidated damages an amount equivalent to the amount payable at Current Contract Rates. If designated by Contracting Officer, Contractor shall remove such damaged or cut timber and pay for it at Current Contract Rates.

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

B4.0—PAYMENTS

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

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

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

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

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

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

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

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

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

B4.4 Payments Not Received. (a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service

by the date specified in the bill for collection for receipt of payment, Contracting Officer will suspend all or any part of Contractor's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

(i) Slash disposal, road maintenance, and contract Scaling deposits;
(ii) Cooperative work at rates established by specific agreement under B4.218; and
(iii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection for receipt of payment shall be considered non-compliance. The non-compliance shall be remedied within 30-days which begins to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of non-compliance. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

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

(i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial billfor 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 thebill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).

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

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

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

B5.0—TRANSPORTATION FACILITIES

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

B5.12 Use of Roads by Contractor. Except as provided herein, Contractor is authorized to use existing National Forest system roads when Forest Service determines that such use will not cause damage to the roads or National Forest resources. C5.12# lists existing roads shown on Contract Area Map that for such reasons as limitations in structural capacity, safety, and protection of soil, water, and roads:

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

B6.0—OPERATIONS

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

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

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

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

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

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

Harmful discharges of oil are those that violate applicable State water quality standards, cause a film or sheen on the water's surface, or leave sludge or emulsion beneath the surface of the water or adjoining shorelines regardless of the amount of material discharged (40 CFR 110.3). As such reporting is not triggered by the amount of the discharge but by the presence of the criteria prescribed in 40 CFR 110.3. Harmful discharges meeting the criteria in 40 CFR 110 must be reported by Contractor. Contractor shall take whatever initial action may be safely accomplished to control all reportable discharges. Appropriate actions include but are not limited to containment, sorbents or dispersants as needed or as prescribed by the Spill Prevention Control and Countermeasures Plan pursuant to 40 CFR 112. Contractor shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan pursuant to EPA requirements as stated in 40 CFR 112 when the following conditions are met:

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

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

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

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

B6.36 Acceptance of Work. Upon Contractor's written request and assurance that work has been completed, Forest Service shall perform an inspection within 5 days, excluding weekends and Federal holidays, so as not to delay

unnecessarily the progress of Contractor's Operations. Such a request may be for acceptance of:

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

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

Forest Service may perform such inspections without request from Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B6.811 Scaling Location. Forest Service shall provide Scaling services at the Scaling site(s) shown in Division A10. The Scaling site(s) shown in Division A10 normally will be a non-exclusive site where more than one National Forest contractor may be served.

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

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

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

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

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

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

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

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

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

Weighing facilities shall meet the following minimum requirements:

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

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

Contractor shall bear all charges or fees for weighing services.

B6.82 Presentation for Scaling. Contractor shall present products so that they may be Scaled in an economical and safe

manner. If prior to Scaling, Included Timber is to be mixed with other timber, Contractor shall, prior to mixing, provide for distinguishing, by means approved by Forest Service, each product included in this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Hammer brand all products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter.
(b) West of the 100th meridian, paint with a spot of highway-yellow paint all domestic processing products that are

eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter. Each paint spot must be no less than three (3) square inches in size.

(c) Contracting Officer shall assign brands and, if Contract Area is within a State that maintains a log brand register, brands shall be registered with the State. Contractor shall use assigned brand exclusively on logs from this contract until Contracting Officer releases brand. Contractor will furnish and apply highway-yellow paint of a lasting quality (oil-base or equivalent).

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

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

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

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

B8.0—OTHER CONDITIONS

B8.1 Title and Liability.

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

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

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

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

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

(a) Any areas of catastrophe-affected live and dead timber meeting Utilization Standards and having undesignated timber so situated that it should be logged with the designated timber;

(b) If needed, any such areas where the damaged undesignated timber can reasonably be logged separately; and

(c) Areas of affected or unaffected timber that are to be eliminated from Contract Area.

Forest Service shall locate and post the boundaries of all such areas, as needed.

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

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

B9.0—PERFORMANCE AND SETTLEMENT

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

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

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*C2.30# - CUTTING UNIT BOUNDARIES. (10/20) Notwithstanding B2.3, the boundaries of cutting units, or portions of cutting units, are identified as shown on the Cutting Unit Boundary Designation Table below and the Contract Area Map.

Cutting Unit Boundary Designation Table

Cutting Units	Paint Color	Designation Method	Description
All		Geo-Fence	
All units *except* 200, 201, 208, 216, 248, 249, 355, 259, 317, 331, 333, 345, 365, 367		Discernable	System roads, distribution lines, and perennial streams as shown on the Contract Area Map.
345, 347, 349, 335, 337	Pink	Marked	Cutting unit boundaries are designated with tracer painted vertical lines facing direction of the boundary line and two vertical dots facing into the unit. A "V" is also painted facing the direction of a virtual boundary at it's start/end.

Marked boundary trees shall not be cut.

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

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

Included Timber is located within and not past the boundary as shown on the mobile mapping device using the digital vector file/shapefile listed above. Contractor is responsible for obtaining a GPS receiver(s) that is capable of determining the location of the true Geo-Fence within the contract tolerance. Allowable contract tolerance is **30** feet.

Forest Service inspection of cutting Included Timber to determine if cutting is within allowable contract tolerance, shall use the digital vector file/shapefile named and dated above using a GPS Receiver with a minimum, tested accuracy in a **Light-Medium** canopy of **18** feet. National Technology Development Program GPS Receiver accuracy reports by GPS manufacturer and model are available at: https://www.fs.usda.gov/database/gps/mtdcrept/accuracy/index.htm. Forest Service determination of boundary location will be final.

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

accept the boundaries identified on the ground by the Contractor in advance of cutting.

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

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

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*C2.35# - DESIGNATION OF TIMBER, CUTTING UNIT BOUNDARIES, AND SUDIVISION/PAYMENT UNIT BOUNDARIES *(06/2012)* Trees are designated for cutting under B2.35 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 C2.35# - 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
Contract Area	**Blue**	**Hazard Tree**. Notwithstanding B2.32 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.
		Individual Tree Mark**.** Individual trees are designated for cutting only if Marked above and below stump height with the specified paint color.
		Leave Tree Mark. All live < > 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.
		Wildlife Trees. Notwithstanding the designation for cutting under B2.31, B2.33, B2.34,or B2.35, 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.
Contract Area	**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.

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Cutting Unit/ Subdivision/Area/ Payment Unit	Tree Paint Color	Designation or Specification
		Designation by Spacing C2.351#
		Designation by Species and Diameter, C2.352#
		Designation by Damage Class, C2.353#
		Designation by Row Spacing, C2.354#
All Units		**Designation by Prescription, C2.355#**

Subdivision/Payment Unit and Cutting Unit Boundary Designation Table

Subdivision/Payment Unit	Boundary Paint Color	Boundary Designation
Cutting Units 345, 347, 349, 335, 337	**Pink**	See C2.30#

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C2.355# – DESIGNATION BY PRESCRIPTION. (7/22) Within Subdivision(s) or cutting unit(s) **200 through 367**, as shown on Contract Area Map, the following criteria describing the desired end results shall be used by Contractor to designate trees and other products for cutting and removal that meet Utilization Standards:

(a) **See Tables Below.**

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

(c) Other trees that shall be left uncut are Marked with **pink** tracer paint.

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

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

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

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Plantation Units (General Forest)
203, 205, 206, 207, 208, 209, 212, 213, 214, 215, 216, 217, 218, 219, 223, 224, 225, 226, 227, 229, 230, 231, 235, 236, 237, 241, 242, 243, 245, 247, 248, 249, 311, 313, 323, 347, 351, 353, 355, 357, 358, 359, 361, 363

Do Not Cut:

- Conifers greater than 30 inches DBH.
- Healthy SP's of any size without evidence of blister rust or bark beetle attack.
- Trees designated as leave trees.

Cut Tree *(meeting minimum utilization standards)* Criteria:

1) Within 60 feet of trees marked with a blue painted double band, create a designated opening by removing all conifers to the maximum diameter limit.
2) Within 25 feet of the bole of healthy black oak greater than or equal to 12 inches DBH, remove all WF and IC to the maximum diameter limit, and all pine and DF less than 24 inches DBH; when able to remove without causing extensive damage to the oak crown.
3) Remove all suppressed conifers to the maximum diameter limit whose tip is directly underneath the branches of a leave tree.
4) Thin live conifers to the cut distances in the table shown below within X feet of a live conifer that has a larger stump diameter than it; and the larger tree is not designated for cutting.

Unit	Cut Distance *(feet)*	Unit	Cut Distance *(feet*	Unit	Cut Distance *(feet)*
203	TBD	224	TBD	248	TBD
205	TBD	225	TBD	249	TBD
206	TBD	226	TBD	311	TBD
207	TBD	227	TBD	313	TBD
208	TBD	229	TBD	323	TBD
209	TBD	230	TBD	347	TBD
212	TBD	231	TBD	351	TBD
213	TBD	235	TBD	353	TBD
214	TBD	236	TBD	355	TBD
215	TBD	237	TBD	357	TBD
216	TBD	241	TBD	358	TBD
217	TBD	242	TBD	359	TBD
218	TBD	243	TBD	361	TBD
219	TBD	245	TBD	363	TBD
223	TBD	247	TBD		

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Plantation Units (Territory)
239, 251, 253, 255, 325, 327, 329, 338, 339, 340, 341, 365, 367

Do Not Cut:

- Pine or DF greater than 24 inches DBH.
- IC or WF greater than 30 inches DBH.
- Healthy SP's of any size without evidence of blister rust or bark beetle attack.
- Trees designated as leave trees.

Cut Tree *(meeting minimum utilization standards)* Criteria:

5) Within 60 feet of trees marked with a blue painted double band, create a designated opening by removing all conifers to the maximum diameter limit.
6) Within 25 feet of the bole of healthy black oak greater than or equal to 12 inches DBH, remove all WF and IC to the maximum diameter limit, and all pine and DF less than 24 inches DBH; when able to remove without causing extensive damage to the oak crown.
7) Remove all suppressed conifers to the maximum diameter limit whose tip is directly underneath the branches of a leave tree.
8) Thin live conifers to the cut distances in the table shown below within X feet of a live conifer that has a larger stump diameter than it; and the larger tree is not designated for cutting.

Unit	**Cut Distance** *(feet)*	**Unit**	**Cut Distance** *(feet*
239	TBD	338	TBD
251	TBD	339	TBD
253	TBD	340	TBD
255	TBD	341	TBD
325	TBD	365	TBD
327	TBD	367	TBD
329	TBD		

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General Forest Units *(Natural)*
200, 201, 211, 221, 303, 305, 315, 319, 345, 349

Do Not Cut:

- Trees greater than or equal to 30 inches DBH.
    - Exception: 5c below.
- Healthy SP's of any size without evidence of blister rust or bark beetle attack.
- Trees designated as leave trees.

Cut Trees *(meeting minimum sawtimber utilization standards)* Criteria:

1) Within 60 feet of trees marked with a blue painted double band, remove all conifers less than 30 inches DBH.
2) Within 25 feet of the bole of healthy black oak greater than or equal to 12 inches DBH, remove all WF and IC less than 30 inches DBH, when able to remove without causing extensive damage to the oak crown.
3) Within 25 feet of the bole of healthy pine or DF greater than or equal to 24 inches DBH, remove all WF and IC less than 30 inches DBH.
4) Remove all suppressed conifers less than 30 inches DBH whose tip is directly underneath the branches of a leave tree.
5) When average basal area target is not met after implementation of the above criteria, continue to remove conifers within diameter limits to the desired residual basal area (RBA) using the below criteria and table. In areas within 50 feet of designated openings, remove conifers to half the RBA shown in table below.
    a) Remove unhealthy trees prior to healthy trees.
    b) Species preference of healthy cut trees: IC, WF, PP, JP, DF.
    c) WF and IC less than 34 inches DBH may be removed if a PP/JP, SP, or DF greater than 30 inches DBH is left within one tree height of the pine or DF retained.

Unit	**RBA** (ft^2)	**Unit**	**RBA** (ft^2)
200	TBD	305	TBD
201	TBD	315	TBD
211	TBD	319	TBD
221	TBD	345	TBD
303	TBD	349	TBD

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***Territory Units** (Natural)*
257, 301, 309, 317, 331, 335, 343

Do Not Cut:

- Any pine or DF greater than or equal to 24 inches DBH
- Any WF or IC greater than 30 inches DBH.
- Healthy SP's of any size without evidence of blister rust or bark beetle attack.
- Trees designated as leave trees.

Cut Tree *(meeting minimum sawtimber utilization standards)* Criteria:

1) Within 60 feet of trees marked with a blue painted double band, remove all conifers to their maximum diameter limits.
2) Within 25 feet of the bole of healthy black oak greater than or equal to 12 inches DBH, remove all WF and IC to their maximum diameter limits, when able to remove without causing extensive damage to the oak crown.
3) Within 25 feet of the bole of healthy pine or DF greater than or equal to 24 inches DBH, remove all WF and IC to their maximum diameter limits.
4) Remove all suppressed conifers to their maximum diameter limit whose tip is directly underneath the branches of a leave tree.
5) When average basal area target is not met after implementation of the above criteria, continue to remove conifers within diameter limits to the desired residual basal area (RBA) using the below criteria and table. In areas within 50 feet of designated openings, remove conifers to half the RBA shown in table below.
    - Remove unhealthy trees prior to healthy trees.
    - Species preference of healthy cut trees: IC, WF, PP, JP, DF.

Unit	RBA (ft^2)
257	TBD
301	TBD
309	TBD
317	TBD
331	TBD
335	TBD
343	TBD

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PAC Units
259, 261, 333, 337

Do Not Cut:

- Trees greater than or equal to 20 inches DBH.
- Healthy SP's of any size without evidence of blister rust or bark beetle attack.
- Trees designated as leave trees.

Cut Tree *(meeting minimum sawtimber utilization standards)* Criteria:

1) Within 25 feet of the bole of healthy black oak greater than or equal to 12 inches DBH, remove all WF and IC the maximum diameter limit, when able to remove without causing extensive damage to the oak crown.
2) Within 25 feet of the bole of healthy pine and DF greater than 24 inches DBH, remove all WF and IC to the maximum diameter limit.
3) Remove all suppressed conifers less than 20 inches DBH whose tip is directly underneath the branches of a leave tree.
4) When an average basal area of 160 ft^2 is not met after implementation of the above criteria, continue to remove conifers within diameter limits to the desired residual basal area of 160 ft^2 using the below criteria.
    - Remove unhealthy trees prior to healthy trees.
    - Species preference of healthy cut trees: IC, WF, PP, JP, DF.

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DEFINITIONS

Conifer: trees with needles or scale-like foliage that bare seeds in cones (e.g. ponderosa pine (PP), Jeffrey pine (JP), sugar pine (SP), lodgepole pine (LP), incense cedar (IC), white fir (WF), red fir (RF), Douglas fir (DF)).

Designated Opening: an opening to be created in the canopy based off a cut distance from an aspen stand, a double-banded center tree, a large PP/SP/DF, or a healthy black oak.

Hardwood: trees with broad, flat leaves (e.g. oaks, maples, dogwoods, aspens, cottonwood, etc.).

Healthy tree: tree with a live crown ratio greater than 30%; no signs of insect activity (such as bark beetle pitch tubes), no mistletoe, and no signs of disease (such as multiple flagging branches in sugar pine).

Unhealthy tree: a tree exhibiting any of the following symptoms: live crown ratio less than 30%; signs of pests (root rot, white pine blister rust, mistletoe, bark beetles, etc.).

Crown Class: a category of tree based on its crown position relative to those of adjacent trees.

- Dominant (DO) – Tree crowns receive full light from above and partly on the sides. Crowns extend above the general level of the crown cover of others of the same stratum and are not physically restricted from above, although possibly somewhat crowded by other trees on the sides. In even-aged stands, dominant trees rise somewhat above the general canopy.
- Codominant (CO) – Tree crowns receive full light from above, but comparatively little from the sides. Crowns form a general level of crown stratum, are not physically restricted from above and are crowded by other trees from the sides. In even-aged stands, codominants form the general canopy.
- Intermediate (IN) – Tree crowns occupy a definitely subordinate position and are subject to strong lateral competition from crowns of dominants and codominants. They receive little direct light from above through small holes in the canopy, but no light from the sides.
- Suppressed/Overtopped (OV) – Tree crowns receive no light whose tip is below the canopy of adjacent larger trees.

Live Crown Ratio - The percent as the length of the live crown divided by tree height. Live crown length is accessed from the uppermost live leader or branch to the lowest live branch. Visually adjust large openings in the crown or lopsided crowns by transferring lower branches to fill in the holes. Compressing the live crown length because the crown appears “sparse” or contains “unhealthy” foliage is not appropriate. Crown ratio is the portion of the tree bole supporting live, healthy foliage and is expressed as a percent of the actual tree height. The distance between A and B is the existing crown length.

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C5.12# – USE OF ROADS BY CONTRACTOR. (9/04) 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:

Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
2N05Y		0.00	0.45	U	Unsuitable for Hauling prior to completion of agreed reconstruction
2N05YA		0.00	0.10	U	Unsuitable for Hauling prior to completion of agreed reconstruction
2N06		0.00	0.12	U	Unsuitable for Hauling prior to completion of agreed reconstruction
2N07		0.00	2.63	U	Unsuitable for Hauling prior to completion of agreed reconstruction
2N14Y		0.00	1.91	U	Unsuitable for Hauling prior to completion of agreed reconstruction
2N14YA		0.00	0.53	U	Unsuitable for Hauling prior to completion of agreed reconstruction
2N17		0.00	1.80	U	Unsuitable for Hauling prior to completion of agreed reconstruction
2N50		0.00	0.66	U	Unsuitable for Hauling prior to completion of agreed reconstruction
2N55		0.00	0.38	U	Unsuitable for Hauling prior to completion of agreed reconstruction
2N91		0.00	0.43	U	Unsuitable for Hauling prior to completion of agreed reconstruction
2N98Y		0.00	1.45	U	Unsuitable for Hauling prior to completion of agreed reconstruction
3N07		0.00	1.94	U	Unsuitable for Hauling prior to completion of agreed reconstruction
3N07C		0.00	0.73	U	Unsuitable for Hauling prior to completion of agreed reconstruction
3N08		0.00	3.27	U	Unsuitable for Hauling prior to completion of agreed reconstruction
3N40Y		0.00	0.22	U	Unsuitable for Hauling prior to completion of agreed reconstruction
3N40Y		0.00	0.22	A	Public use restriction
3N42Y		0.00	1.04	U	Unsuitable for Hauling prior to completion of agreed reconstruction
3N42YA		0.00	0.54	U	Unsuitable for Hauling prior to completion of agreed reconstruction
3N42YB		0.00	0.28	U	Unsuitable for Hauling prior to completion of agreed reconstruction
3N79		0.00	0.10	U	Unsuitable for Hauling prior to completion of agreed reconstruction

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C5.35# – ROAD AND WATER SUPPLY USE. (5/2008) 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.

SPECIFICATIONS PURSUANT TO C5.35# - REQUIREMENTS OF ROAD AND WATER SUPPLY USE

Load Limitations	Contractor shall notify Forest Service in writing of the planned size and load distribution for equipment which exceeds the State of California Vehicle Code legal size and weight, and the National Forest System roads to be used. Such notice may be part of plan of operation under Clause #21. Within 15 days after receipt of the written notice Forest Service shall notify Contractor in writing of any regulations or restrictions that may be needed to protect National Forest Transportation Facilities. 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.
Existing Non-National Forest System Roads	Roads not shown on Contract Area Map may be used as Temporary Roads if there is agreement before use is started.
Snow Removal	If Contractor removes snow from roads, such work shall be done with Forest Service approval and in a manner that will protect roads and adjacent resources. 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. Snow must not be removed to the road surface. A minimum **4** inch snow depth must be left to protect the roadway. If the road surface is damaged, Contractor shall replace lost surface material and repair structures damaged in blading operations prior to hauling, unless climatic conditions prevent necessary work from being accomplished or as otherwise agreed in writing. Single lane roads shall be plowed full width including turnouts. In event double lane roads are not plowed to full width, warning signs shall be required and plowing shall be no less than single lane (12 feet) with intervisible turnouts.
Water Supply Deposits	N/A
Surface Replacement Deposits	N/A

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C6.241 - SITE SPECIFIC SPECIAL WILDLIFE SURVEY MEASURES. (05/2020) Notwithstanding C6.315#, when agreed to in writing Contractor may request a waiver of operating restrictions. If granting such a request requires on the ground surveys prior to approval or denial, the Forest Service will have 10 days to commence such surveys following the acceptance of Contractor's request by the Contracting Officer. If the Forest Service cannot proceed with these surveys, the Contractor may request that a qualified wildlife biologist selected by the Contractor, and approved by the Contracting Officer, be allowed to conduct the survey based on protocol provided by the Contracting Officer. The biologist may be an employee of the Contractor. The survey of the biologist will be conducted at no cost to the Forest Service. All surveys will document survey methodology, locations, time and dates, personnel and results. The Contracting Officer will have 5 working days to determine whether a waiver is granted after the results are presented. If no decision is made by the Contracting Officer, the waiver is considered denied. The waiver is only granted for the operating season in which the surveys were performed.

C6.315# - PROJECT OPERATIONS SCHEDULE. (12/2006) Unless otherwise agreed in writing, Contractor's Operations shall be performed in accordance with the following schedule:

SCHEDULE PURSUANT TO C6.315# - PROJECT OPERATIONS SCHEDULE (12/2006)

Subdivision/ Area/Unit	**Conditions of Operation**	**Purpose**
Contract Area	Hazard trees must be felled prior to hauling operations.	Safety
All Units	All sawtimber must be presented for scaling within 30 days of cutting from June 1st to October 15th.	Ensure weight scale is completed without abnormal delay per B6.82 – Presentation for Scaling.

C6.331 - 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.

C6.36# - ACCEPTANCE OF WORK. (3/13/2025). Upon Contractor's written request and assurance that Designation by Prescription (DxP) end results has been completed in a unit in accordance with C2.355# - DESIGNATION BY PRESCRIPTION (5/15), the Forest Service shall perform an inspection within 5 days, excluding weekends and federal holidays, so as not to delay unnecessarily the progress of Contractor's operations. Such a request will be for acceptance of end results of Contractor's operations. Within 2 days of inspection, excluding weekends and Federal holidays, Forest Service will furnish Contractor with written notice of either of acceptance or of work remaining to be done. Forest Service may perform such inspections without request from Contractor. Unless otherwise agreed in writing, procedures for inspecting Contractor cutting under C2.355# are as follows:

Sampling (Government's inspection system)

The method of inspecting Contractor's cutting of Designation by Prescription by the Forest Service shall be done by nested plots consisting of fixed circular 1/10-acre sampling and variable radius sampling, when applicable, using a 20 BAF.

1) Inspections will be based on completion of a Subdivision or Cutting Unit within the Subdivision. No acceptance will be given on partially completed Cutting Units. Contractor shall submit a written request to Forest Service for the final inspection of that Subdivision or Cutting Unit. Such a request for acceptance of Contractor's cutting operations will be deemed acceptable when the quality percentage is at least 80 percent.

2) A random starting point will be selected for the first plot location and plots will be spaced to achieve at least one plot per 10 acres, cutting unit will have a minimum of 3 plots. Plots will be distributed on a systematic grid with the spacing measured in horizontal distance and cardinal directions as designated on a map. Plots may be located using GPS coordinates.

3) Plot centers will be marked on the ground and at eye level with a pink flag with the plot number written on the flagging. GPS coordinates will be recorded for future reference. The same plot center will be used for both the variable and fixed plots.

4) Plots may be completed as logging progresses in any inspection unit.

5) Trees inside Control Areas will be counted as part of the RBA if the Control Area is within the unit. Plots falling within the clearing limits of designated openings, large pine/DF, and black oaks will not be checked for a low desired RBA.

6) All trees and stumps within plots will be compared to meet criteria set forth in C2.355# - Designation By Prescription. If any trees or stumps are found not meeting criteria, the plot fails.

   - Measurements taken for compliance of cutting distances shall be rounded to the nearest 5-foot class (i.e., greater than 32.5 and less than 37.5 rounds to 35).

   - Stump diameter measurements shall be rounded to the nearest odd or even numbered 2-inch class (i.e., 34.0 inches to 35.9 inches rounds to 35. And 35.0 inches to 36.9 inches rounds to 36). Rounded stump diameters will have 5 inches (6 inches for IC) subtracted to determine DBH.

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- DBH measurements shall be rounded to the nearest odd or even numbered 2-inch class (i.e., 24.0 inches to 25.9 inches rounds to 25. And 25.0 inches to 26.9 inches rounds to 26). Industry standard DBH measurement rules for deformity or forking.
- Variable plots will have a +/- 20 ft2 tolerance when measuring desired residual basal area (RBA).

Specific Inspection Procedures

Each nested plot will be given equal weight, and a final percentage will be determined from plot results for the following treatment standards.

Inspection Calculation

Upon inspection of all plots for a unit, the quality shall be calculated as follows:

# of passing plots

---------- X 100 = Quality %

# of total plots

CONTRACTOR QUALITY CONTROL PLAN

The Contractor shall conduct inspections on all units in accordance with his/her Quality Control Plan (QCP). The Contractor's Quality Control Plan shall be submitted and accepted by the Government prior to any work starting. Government inspections are for the purpose of satisfying the Government that the services are acceptable and do not relieve the Contractor of the responsibility for maintaining quality control.

When inspection results show unsatisfactory compliance with the requirements ofC2.355#, Contractor will be allowed 5 working days to correct unsatisfactory work, unless otherwise agreed in writing. Failure to provide a satisfactory remedy shall be considered a Notice of Non-Compliance.

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C6.37 - SUBSTITUTE METHODS. (2/2005) 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.

C6.41# - FELLING, BUCKING, AND LIMBING. (8/2007) Unless otherwise agreed in writing, Contractor's felling, bucking, and limbing operations shall be conducted as specified in the table below.

SPECIFICATIONS AND TREATMENTS PURSUANT TO C6.41# - FELLING, BUCKING AND LIMBING

Treatment Method	Felling, Bucking and Limbing Specifications
Limbing	n/a
No Lop	n/a
Whole Tree Yarding "Whole"	Notwithstanding the requirements above, within units or subdivisions designated "Whole" on Contract Area Map, trees smaller than **24** inches DBH shall be skidded/yarded to agreed landing locations prior to limbing, bucking, and lopping. Trees larger than or equal to **24** inches DBH shall be bucked into two or more pieces with the butt portion being no longer than **41** feet prior to skidding/yarding. The butt log **shall** be limbed prior to skidding/yarding.
Directional Felling "DF"	Within areas designated DF on Contract Area Map, Included Timber shall be directionally felled away from **boundary trees, gates, fences, cattle guards, survey monuments, controlled areas, noxious weeds, streamcourses, meadows, springs, seeps, healthy SP, lava caps, powerlines, improvements, other ownership, roads, trails, signs** 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.
Treatment of Stumps "TOS"	Within areas shown on Contract Area Map, Contractor shall treat stumps of all live **conifer** trees equal to or greater than **14** 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. 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 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 **24** hours after felling, otherwise stumps shall be re-cut and treated. Contractor shall not apply borate compound during heavy rain fall or when such precipiation rate is predicted within **24** 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 shall not be applied to stumps located within **15** feet of live streamcourses and meadows/wetlands shown on Contract Area Map and/or **5** feet of sensitive plant location boundaries as flagged on the ground.

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Treatment Method	Felling, Bucking and Limbing Specifications
	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 occuring in water or over **2** pounds shall be reported to Forest Service within **4** hours. Contractor shall submit at the end of each month a "Monthly Summary of Pesticide Use Reports" to the appropriate County Agricultural Commissioner with a copy to the District Ranger.
Maximum Log Length	n/a
Minimum Stump Height	Unit/Subdivision: All; Minimum Stump Height (inches): 1; Purpose or Reason: Accountability

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C6.42# - 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:

Ground-Based Skidding Table - C6.42#

Map Symbol	Requirements
TRAC	Skid road pattern shall be agreed in advance of felling and main skid roads shall be flagged on the ground in advance of felling. Contractor 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. 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.
SUSP	Products shall be skidded with leading end clear of ground.
SPACE	Skid roads will average **132** feet from center to center, except where converging.
ENDL	Endlining shall not be required for distances in excess of **50** feet uphill, and **75** feet downhill.
MAX	Tractors used for skidding outside Clearcutting Units, regeneration units or other authorized clearings, shall be of the type (rubber-tired or tracklaying) shown on the Contract Area Map and shall not exceed the overall width designated on Contract Area Map.
MH	Contractor shall cut Included Timber and move it to designated skid trails using equipment with a boom having an operating radius of at least **20** feet for bunching trees, capable of severing, lowering, and placing trees up to **24** inches diameter at stump height on the ground prior to skidding. Such equipment must be capable of operating on slopes up to **45** %. Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources from unnecessary damage. Trees which exceed capability of specified equipment may be felled, bucked, and skidded in a manner consistent with the requirements of B6.41 - Felling and Bucking, C6.41# - Felling, Bucking, and Limbing Requirements and the above “TRAC”, “SUSP”, “SPACE”, “ENDL”, and “MAX” requirements.
CTL n/a	Included Timber shall be felled, limbed and bucked by a self-propelled mechanical harvester capable of producing finished sawlogs or chippable boles. Limbs of Included Timber shall be placed evenly in the machinery skid trail prior to product removal. The harvester shall be an all-wheel drive machine with at least 3 axles and a processing head mounted on a boom having a minimum-operating radius of 20 feet. Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources or residual timber from unnecessary damage. All Products shall be removed by an all-wheel drive forwarder with at least 3 axles capable of self-loading and unloading. The forwarder shall carry all products free of

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Map Symbol	Requirements
	the ground during removal. The loading crane shall have a minimum-operating radius of 15 feet. Log landings and transfer points shall be agreed in advance of harvesting. Included Timber exceeding the harvester's capability may be felled by conventional chainsaw methods, forwarded to nearest skid trail and processed into a finished Product with harvester or chainsaw, consistent with the requirements of #32 of the solicitation. - Meadow Protection, B6.41 - Felling and Bucking, C6.41# - Felling, Bucking, and Limbing and the above “TRAC”, “SUSP”, “SPACE”, “ENDL”, and “MAX” requirements.
PB n/a	Contractor shall cut Included Timber and move trees to pre-approved skyline corridors to facilitate skyline yarding using equipment with a boom having an operating radius of at least ___ feet for bunching trees, capable of severing, lowering and placing trees up to _____ inches diameter at stump height on the ground prior to yarding. Such equipment must be capable of operating on slopes up to __ %. Bundles shall not exceed yarder capability or cause unnecessary damage to residual stand. Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources from unnecessary damage. Such trees shall be felled away from the corridor in a manner that minimizes residual stand damage during yarding. Included Timber exceeding the feller's capability may be felled by conventional chainsaw methods.
HCTL n/a	Included Timber shall be felled, limbed and bucked by a self-propelled mechanical harvester capable of producing finished sawlogs or chippable boles. Such equipment must be capable of operating on slopes up to ___ %. The harvester shall be an all-wheel drive machine with at least 3 axles, or track mounted, and a processing head mounted on a boom having a minimum-operating radius of 20 feet. Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources or residual timber from unnecessary damage. Included Timber exceeding the harvester's capability may be felled by conventional chainsaw methods

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*C6.6# - EROSION PREVENTION AND CONTROL. (5/2008) Erosion prevention and control work, including Streamcourse protection, required by H.17 of the Solicitation, shall be completed within l5 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.

SPECIFICATIONS PURSUANT TO C6.6# - EROSION PREVENTION AND CONTROL.

Vegetative Soil Stabilization n/a

Special Erosion Prevention Measures n/a

Soil Scarification n/a

Tillage In addition to meeting the requirements of B6.64, 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**	**TBD**
Main Skid Roads and Tractor Roads designated by Forest Service	**18**	**TBD**
Temporary Roads	**24**	**TBD**

C6.7# - 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.

SPECIFICATIONS PURSUANT TO C6.7# - 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 < > inches and larger than 4 inches in large end d.o.b. shall be bucked into lengths not to exceed <> 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.

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Symbol	Method	Definition
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 **8** 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 <> inches in large end d.o.b. and <> 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 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 **13** inches or smaller in large end d.o.b. and **10** 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 <> with distance limitations for visible slash treatment. Within such units and the area of visible Logging Slash adjacent thereto, Logging Slash shall be treated by Contractor. Primary treatment shall be by Removing, Burying, Chipping, Piling, Machine Piling, or a combination of these means unless a method is specified or prohibited on Contract Area Map. Logging Slash not readily treated by the selected or specified method shall be removed to designated areas or treated as

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Symbol	Method	Definition
		agreed.
YUMD	**"Yarding Unutilized Material-Decking"**	All unutilized material developed by Contractor's Operations shall be treated by the d.o.b. and length specifications as shown in the unit specification table. All unutilized material shall be Yarded to landings and Decked. Where this is impractical, or other reasons, other locations shall be agreed upon.

Unit	Large End d.o.b. (in)	Length (feet)
All	**8**	**10**

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

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

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

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

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

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

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Symbol	Method	Definition
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 Contractor's Operations shall be felled. Such trees shall be limbed to a stem diameter outside bark of approximately 3 inches, at which point the top shall be cut from the remainder of the stem, and shall be bucked into lengths not exceeding 20 feet.
Fire-L	"Firelines"	Shown on Contract Area Map and to be flagged on ground after logging by Forest Service are firelines to be constructed by Contractor unless otherwise agreed in writing. Contractor shall construct not more than <> chains of fireline by hand and not more than <> chains of fireline by tractor. Firelines constructed by hand shall be cleared of all vegetative debris larger than one inch in d.o.b. and three feet long. The width of firelines shall be at least <> feet, except across the top of cutting units where the width shall be at least <> feet. At least <> feet shall be scraped to mineral soil. In areas where there is potential for burning material to roll, the fireline shall be constructed in a trenched manner on the downhill side. Tractor lines shall be cleared of all vegetative debris, larger than one inch in diameter and three feet long, to a width of at least <> feet, with at least <> feet to mineral soil. No slash, brush, or other vegetative debris shall be buried in or under berms created in the construction of firelines. All limbs overhanging into the fireline, shall be removed to a minimum height of 8 feet. In subdivisions <> and shown on Contractor Area Map, Logging Slash shall be scattered within <> 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

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width. Within such Fuelbreaks all Logging slash and Construction slash shall be treated by Contractor. Primary treatment shall be by Removing, Burying, Chipping, Piling, Machine Piling, or a combination of these methods unless a method is specified or prohibited on Contract Area Map. Slash larger than treatment size requirements of selected or specified methods shall be scattered outside Fuelbreak, or treated as agreed.

PILING SPECIFICATIONS. All piles shall be reasonably compact and free of soil to facilitate burning and shall be constructed of such size and at such distance from trees so that burning shall not result in unnecessary damage to residual timber. Such Logging Slash shall be bucked into lengths not exceeding ten feet prior to piling. Maximum width of tractor, with brush rake attached, shall not exceed **144** inches. Machine Piling is not required on areas where use of tractors would cause undue damage to residual timber or where slopes exceed **25** percent. Piles shall be located a distance of at least twice their height in feet from the outer edge of tree crowns or snags. Piles shall be no less than four feet in height or greater than **20** feet in height. Material extending three feet or more outside the edge of a pile shall be trimmed. An eight foot fuelbreak shall be cleared of all but fine material around each Machine Pile and an 18 inch wide fireline shall be cleared to mineral soil around the outer ring of the fuelbreak. For hand piles, Contractor shall construct a fireline cleared to mineral soil and at least 3 feet wide around each pile. In areas where there is a potential for burning material to roll, firelines, including those for Machine Piles, shall be trenched on the downhill side of each pile to adequately prevent material from crossing firelines. Trenches shall be constructed by hand unless otherwise agreed.

UNIT AND SUBDIVISION.SLASH TREATMENT SPECIFICATIONS.

	SLASH TREATMENT	
Subdivision or Unit No	***Specified Method***	***Prohibited Method***
Entire Contract Areas	**Fell**	
All Units	**YUMD**	

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

		SLASH TREATMENT	
	Subdivision or Unit No.	***Specified Method***	***Maximum Height of Decks***
Landings	*All*	*MACH / STACK / DECK*	*20*
Disposal Sites	*All*	*MACH / STACK / DECK*	*20*

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

			SLASH TREATMENT	
Road No.	*Subdivision and/ or Unit No. or Road Juncitons (From To)*	*Width of Required Disposal Strip*	*Specified Method*	*Slash Larger Than Treatment Size Requirements of Specified Method*
n/a				

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

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

Subdivision, Payment Units, Roads and or Road Segments	Additional Slash Treatment Requirements
n/a	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. Slash and Substandard Material accumulated at the landings shall be Decked or Machined Piled, in accordance with specifications above. Material accumulated at landings shall be considered as Timber Subject to Agreement under C2.11#, described as Substandard Material and may be removed and paid for at Contractor's option.

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

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

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

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

C6.841 - Route of Haul (Option 1)**.** (7/22) As part of the annual Operating Schedule, Contractor shall furnish a map showing and designating the route of haul over which unscaled products will be transported from Contract Area to the approved Scaling location. A written description of the haul route will not be accepted as a substitute for a map. Such designated route of haul shall be the most economical haul route available between the points. The estimated average haul time from the Contract Area to the approved scaling location shall be documented on the map showing the route of haul.

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

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

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

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

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C8.66# – USE OF TIMBER (Option 1). (9/04) (a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, *et seq.*).

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

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

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

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

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

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

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

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

(i) Identify the Federal origin of the timber.

(ii) Specify domestic processing for the timber involved.

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

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

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

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

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

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

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