APPENDIX B - SCALED

STEWARDSHIP CONTRACT - TIMBER REMOVAL SPECIFICATIONS

GENERAL INSTRUCTIONS: **The following is a complete list of standard clauses that may be used for the IRSC. Do Not Delete any of these standard clauses. The clause marked with '**' is mandatory for Forests west of the 100th meridian and may be deleted if not applicable.**

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C2.30# Cutting Unit Boundaries (2/21)
WO-C2.355# Designation by Prescription (7/22)
WO-C5.12# Use of Roads by Contractor (9/04)
C5.34# - Obliteration of Temporary Roads, Skid Trails, and Landings (11/06)
C5.36# - Snow Removal (11/06)
C6.36# - Acceptance of Work (8/23)
C6.42# - Skidding and Yarding (Special Objectives) (11/06)
C6.6# - Erosion Prevention and Control (11/06)
C6.601# - Erosion Control Seeding (11/06)
C6.7# - Slash Treatment (11/06)
C6.72# - Temporary Road Construction Slash Disposal (11/06)
C6.825# - Scaling as Presented (Sales by Load Count) (01/08)

C6.84# - Accountability (7/25)
C6.841 – Route of Haul (Option 1 (7/22)
C6.853 – Loads Altered in Route (11/06)
WO-C8.66# Use of Timber (Option 1) (9/04)

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

A.1 Location and Area:

This Contract Area of 1,140 acres is located approximately 3.75 miles SE of Divide, CO in: T 13 S, R 69 W, 6th PM, Sections 10, 15, 19, 20, 28, 29, 30, 32, and 33 and T 14 S, R 69 W, Sections 4 and 5, 6th PM, Teller County, Colorado, on the Pike San-Isabel National Forest, administered by the Pikes Peak Ranger District. A contract map showing project location and access, a brief location description, and other information regarding specific items is available.

A.2 Volume Estimate and Utilization Standards

				Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
Species Group	**Product**	**Estimated Quantity**	**Unit of Measure**	**Diameter Breast High (DBH)** *(inches)*	**Number of Minimum Pieces per Tree**	**Length** *(feet)*	**Diameter Inside Bark at Small End** *(inches)*	**Merch. Factor** 1/
Engelmann Spruce	Sawtimber LIVE	613	CCF	8.0	1	8.0	6.0	10.67
Limber Pine		82		9.0				
Engelmann Spruce	Sawtimber DEAD	219		8.0				
Limber Pine		67		9.0				
Engelmann Spruce	Non-sawtimber LIVE	98		5.0	1	6.5	4.0	8.0
Engelmann Spruce	Non-sawtimber DEAD	43		5.0				
Aspen		13		5.0				
Timber Subject to Agreement								
All	Biomass	N/A	Green Ton					
Total Quantity		1,135						

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

A.3 Timber Designations, acres are approximate:

	Number	Acres
Clearcutting Units (B2.31)		
Overstory Removal Units (B2.33)		
Understory Removal Units (B2.34)		
Individual Trees (B2.35)		
Designation by Description or Prescription (C2.351-C2.355)	2b, 2d, 9b	71

A.4 RESERVED
A.5 RESERVED
A.6 High Stumps

Species	Product	Maximum Stump Height *(inches)*
All	All	6.0

A.7 Roads

Name and Date of Governing Road Specifications: _____

Project		Design Class	Approx. Length *(mi./km.)*	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Const. Staking[1/]

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

A.8 RESERVED

A.9 Scaling Instructions and Specifications

Name and Date of Governing Instructions: FSH 2409.11a National Cubic Scaling (5/91) as amended.

Scaling Specifications

Species	Product	Maximum Scaling Length *(feet)*	Trim Allowance		
			Diameter Range *(inches)*	Length Range *(feet)*	Trim Allowance *(inches)*
All	All	20	All	All	6.0

A.10 Scaling Services

Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit $
CCF	Forest Service agreed-to location	Load Count Scale	N/A

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 ***Raspberry Crags*** Stewardship Contract except where otherwise specifically referenced. “Timber” when used in this appendix includes timber and other products.

B1.0—CONTRACT AREA

B1.1 Contract Area Map.

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

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

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

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

B2.0—TIMBER SPECIFICATIONS

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

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

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

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

B2.13 Damaged Timber.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B3.0—RATES OF PAYMENT

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

B3.4 Other Payment Rates.

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

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

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

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

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

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

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

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

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

B4.0—PAYMENTS

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

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

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

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

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

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

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

B4.218 Cooperative Deposits. On a basis of cooperation or assistance (16 USC 572) and by a written agreement, Forest Service shall perform all or portions of the work that Contractor is obligated to perform under this contract, as well as furnish other Services in connection with activities under this contract. When Forest Service is to perform such

work, Contractor shall make one or more deposits to cover the estimated cost of the work. On request of Contractor, Forest Service shall render monthly accounts, as may be specified in such agreement.

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

B4.4 Payments Not Received. (a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection for receipt of payment, Contracting Officer will suspend all or any part of Contractor's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

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

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

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

(i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial 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 ***December 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 ***January 1st – May 31st inclusive*** 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.

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

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

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

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

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

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

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

B9.0—PERFORMANCE AND SETTLEMENT

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

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

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

Species	Product
All	Biomass

that shall be Included Timber upon written agreement.

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 1/	**Paint Color** 2/	**Designation Method** 3/	**Description** 4/
1, 2b, 6a, 6b, 8, 9a, 10	Orange	Marked	Orange streaks of paint on three sides of the cutting unit boundary tree at a height of **4** feet or more and about **3** feet long. The middle streak of paint faces the area to be cut, while the outside stripes indicate the direction of the next boundary tree. Stump marks on the low side of the tree stump.
3, 4	N/A	Discernable	The portions of the cutting units' boundaries directly adjacent to NFSR 383 are not painted and are defined as the roads edge.
5	N/A	Discernable	The portions of the cutting units' boundaries directly adjacent to NFSR 383-spur are not painted and are defined as the roads edge.
1, 2a, 2b, 2c, 2d, 3, 4, 5, 6a, 6b, 7, 8, 9a, 9b, 10	N/A	Geo-fence	See Description Below

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 5/ Raspberry_Crags_GIS_Units.shp and dated 6/_1/28/2025__. The digital vector file/shapefile will be provided to the Contractor by the Forest Service. A digital list of the coordinates can be provided upon request.

Included Timber is located within and not past the boundary as shown on the mobile mapping device using the digital vector file/shapefile listed above. Contractor is responsible for obtaining a GPS receiver(s) that is capable of determining the location of the true Geo-Fence within the contract tolerance. Allowable contract tolerance is 7/__20___ 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 8/_Heavy___ canopy of 9/__13.75___ 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.

C2.355# – DESIGNATION BY PRESCRIPTION. (7/22) Within Subdivision(s) or cutting unit(s) _2b, 2d, and 9b_, 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) 1/
1. Retain live conifers in a 10-15 foot spacing pattern from bole to bole.
   a. Favor retention of Limber pine over 7 inches DSH over all other conifers.
   b. Favor retention of larger trees over smaller, suppressed trees. Favor retention of trees with good form and vigor.
2. Retain all live conifers 21 inches DSH and above unless marked for removal.
3. Retain all live conifers 7 inches DSH and above within 10 feet from the waters edge of the Protected Streamcourse, as identified on the CAM.
4. Retain all Aspen unless necessary to gain access to conifers for removal.
5. Retain 2 – 3 largest available hard snags per acre above 12 inches DSH.
6. Retain all standing dead 28 inches DSH and above.

(b) Additional trees to be cut, if any, are Marked by Forest Service with 2/_Yellow__ tracer paint.
   a. Cut all conifers 21 inches DSH and below within 30 feet of any tree with Yellow tracer paint.

(c) Other trees that shall be left uncut are Marked with 2/_Orange__ tracer paint.

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

As an operational convenience and upon approval of the Contracting Officer, Contractor may mark leave trees and/or cut trees Contractor identifies in criteria (a). Leave trees may be marked with Contractor's non-tracer 2/__N/A___ paint. Cut trees may be marked with Contractor's non-tracer 2/__N/A___ paint. Cut trees shall not be marked with paint applied below stump height. Contractor shall bear all costs associated with such marking.

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

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		
383	N/A	Hwy 67	END	R	No hauling will be allowed on weekends from Friday at 5:00 PM until Monday 6:00 AM.
399	Cantiberry Rd	Hwy 67	Private Gate	R	No hauling will be allowed on weekends from Friday at 5:00 PM until Monday 6:00 AM.
CR 28	Edlowe Rd	Hwy 24	Catamount Rd	R	No hauling will be allowed on weekends from Friday at 5:00 PM until Monday 6:00 AM.

C5.34# – OBLITERATION OF TEMPORARY ROADS, SKID TRAILS, AND LANDINGS. (11/06)

Unless otherwise agreed to in writing, temporary roads, skid trails, and landings associated with the cutting unit(s) listed in the following table shall be obliterated using the methods described.

OBLITERATION TABLE		
UNIT	TYPE OF FACILITY	CLOSURE METHOD

All	Temporary Roads	Return temporary and unclassified road corridors to the original shape and contour prior to disturbance. Retain Sufficient slash to impede vehicle traffic but allow for proper vegetation establishment. Seed in accordance with C6.601#, below. Landings adjacent to roads shall be made inaccessible to vehicular traffic.
	Designated Unclassified Roads	
	Skid Trails	
	Landings	

C5.36# - SNOW REMOVAL *(11/2006)*

Snow removal shall be done in a manner to preserve and protect the roads to insure safe and efficient transportation and to prevent unacceptable erosion damage to roads, streams, and adjacent lands.

A. Description. Snow removal work by Contractor shall include:

1. Removal of snow from entire road surface width including turnouts.

2. Removal of snow slides, minor earth slides, fallen timber and boulders that obstruct normal road surface width including turnouts.

3. Maintain drainage so that the drainage system will function efficiently.

B. Performance. All items of snow removal shall be done currently as necessary to ensure safe, efficient transportation. Work shall be done in accordance with the following minimum standards of performance.

1. Removal of material. All debris, except snow and ice, that is removed from the road surface and ditches shall be deposited away from stream channels at agreed locations.

2. During snow removal operations, banks shall not be undercut nor shall gravel or other selected surfacing material be bladed off the roadway surface.

3. Ditches and culverts shall be kept functional during and following roadway use.

4. Snow berms shall not be left on the road surface. Berms left on the shoulder of road shall be removed and/or drainage holes shall be opened and maintained. Drainage holes shall be spaced as required to obtain satisfactory surface drainage without discharge on erodible fills.

5. Dozers and skidders shall not be used to plow snow on system roads without written approval of Forest Service. Upon approval, dozers and skidders must be equipped with shoes or runners to keep the plow blade a minimum of **four** inches above the road surface unless specifically removed from the requirements in writing.

6. Snow must not be removed to the road surface. A minimum **four-inch** depth must be left to protect the roadway.

7. Contractor's damage from, or as a result of, snow removal shall be restored in a timely manner.

C6.36# - ACCEPTANCE OF WORK. (08/23)

Within the subdivision(s) or cutting unit(s) shown below and as shown on the Contract Area Map, the following inspection procedures will be used to determine compliance and acceptance of work. Inspections will be conducted during and after harvest operations in each subdivision/treatment unit.
For those subdivision(s)/treatment unit(s) listed below, if prior completion of harvesting in a subdivision/treatment unit, inspections made by Forest Service find that contractor cutting is not in compliance with criteria shown below and describing the desired end results shown in C2.355#, contractor will be required to adjust cutting as needed to achieve the desired end result. Unless otherwise agreed in writing, procedures for inspecting contractor compliance under C2.355# are as follows:

Subdivision(s) or Treatment Unit(s)	Inspection Procedures and Acceptance Criteria
2b, 2d, 9b	The method of inspecting Contractor cutting per Designation by Prescription C2.355# by the Forest Service will be accomplished through a combination of visual observations and 1/20th acre fixed plots. Plot locations will be random and determined by a non-biased method. The residual stand should average 9.7 trees per 1/20th acre plot with an acceptable limit of 6 - 14 trees per plot. Stumps meeting specs in Division A with a diameter outside bark of 7 inches or greater will be considered merchantable trees. The presence or absence of these stumps will be used to determine if pre-harvest stocking was already below acceptable trees per plot. If it is evident that pre-harvest stocking was the reason for low trees per plot on an inspection plot, that plot will not be used in determining average trees per plot for the unit. Compliance is judged at the unit level. To confirm Contractor, Leave Tree selections are meeting specifications in C2.355#, Forest Service will periodically observe felling operations. Spacing will be judged by observation and confirmed by inspection plots. Any plots that fall within 30' of a designated yellow marked tree/stump will not be considered for the acceptance criteria. Any plots that fall within 15' of Streamcourses will not be considered for the acceptance criteria.

C6.42# - SKIDDING AND YARDING (SPECIAL OBJECTIVES) *(11/06)*

Unless otherwise agreed to in writing, silvicultural prescriptions and land management objectives shall be conducted and accomplished by the following requirements, methods, and procedures:

Felling and Yarding Table

Cutting Unit	Special Objectives
2b, 2d, 9b	All skid roads/skid trails will be located, approved, and constructed in advance of felling operations.
	Whole tree skidding required. Slash shall be returned to the skid trail, with skidder, with each turn to keep landing size down and redistribute slash onto skid trails to function as organic waterbars, dissipate overland flow energy, and discourage off road travel.
	Avoid skidding down ephemeral draws.
	Limit ground-based skidding equipment to slopes less than 30%, except steep pitches less than 40% or more for less than **100** feet.
	Avoid skidding when soil moisture is sufficient to cause rutting and compaction.
	Logs will be tractor skidded with the leading end free of the ground.

C6.6# - EROSION PREVENTION AND CONTROL (11/06)

A. Contractor shall locate Temporary Roads on locations approved by the Forest Service. Such location shall include the marking of road centerline or grade-line and the setting of such construction stakes as are necessary to provide a suitable basis for economical construction and the protection of National Forest lands.

B. Skidding with tractors within **100** feet of live streams shall not be permitted except in places designated in advance by Forest Service, and in no event shall skid roads be located in live or intermittent stream courses. Skid trails shall be located high enough out of draws, swales, and valley bottoms to permit diversion of runoff water to natural undisturbed forest ground cover.

C. Prior to periods of accelerated water runoff, especially during the spring runoff and periods of heavy rainfall, Contractor shall inspect and open culverts and drainage structures, construct special cross ditches for road runoff, and take other reasonable measures needed to prevent soil erosion and siltation of streams.

D. Temporary Road surface width shall be limited to truck bunk width plus four (4) feet, except for needed turnouts which shall not exceed two (2) times the bunk width plus four (4) feet. If shovels or cranes with revolving carriage are used to skid or load, Temporary Road surface width equal to track width plus tail swing shall be permitted.

E. Unless otherwise agreed in writing, Contractor shall keep erosion control work current with his operations under the sale and in any case not later than 15 days after completion of skidding on each payment unit or cutting unit.

C6.601# - EROSION CONTROL SEEDING *(11/06)*
Following completion of skidding and yarding operations in an area, Contractor shall seed and fertilize all exposed areas of raw soil as designated by the Forest Service on skid trails, landings, firebreaks, slides, slumps, Temporary Roads and traveled ways of Specified Roads N/A following closure specified in C5.41#.
Soil on areas to be seeded shall be left in a roughened condition favorable to the retention and germination of the seed. Scarification of traveled ways on Specified Roads listed above shall be to a minimum depth of N/A inches and a maximum depth of N/A inches.
Seed shall be spread evenly at the rate of 10.0 pounds of seed and N/A pounds of fertilizer per acre.

Seeding shall be done during the period November 1 to April 1 and under the above specified conditions unless otherwise approved.

The kinds and amounts of seed to be sown in terms of pure live seed (PLS) shall be:

Seed Application Table

PURE LIVE SEED (PLS)				
SPECIES	**COMMON NAME**	**VARIETY** *(Table 6: PMTN 59)*	**% IN MIX**	**RATE** *(PLS lb./acre)*
Elymus elymoides	Bottlebrush Squirreltail	Toe Jam Creek TBD	28	2.8
Bromus marginatus	Mountain Brome	Garnet	25	2.5
Pascopyrum smithii	Western Wheatgrass	Arriba	22	2.2
Festuca arizonica	Arizona Fescue	Redondo	12	1.2
Muhlenbergia montana	Mountain Muhly		6	.6
Koeleria macrantha	Junegrass		5	.5

Poa fendleriana	Muttongrass		2	.2
TOTALS			**100**	**10**

All seed purchased will be certified to be free of the noxious weed seeds from weeds listed on the current "All States Noxious Weeds List." Test results from a certified seed analyst and seed analysis labels attached to the bags will be provided to the Forest Service.

C6.7# - SLASH TREATMENT. (11/06)

Slash is defined as logs, tops, limbs, and other woody material, exclusive of stumps, which is created by the logging operation and remaining on the ground after logging. In areas where Contractor-created slash is intermingled and inseparable from pre-existing slash, slash disposal requirements shall apply to the pre-existing slash as well as the Contractor-created slash. Such areas are designated in the Contractor Slash Responsibility Table herein.

Slash created in the construction of Specified Roads shall not be considered as logging slash in this Section.

Unless otherwise agreed in writing, Contractor shall perform the following work described below and/or as shown on the Contract Area Map and/or Slash Disposal Map.

Forest Service and Contractor shall jointly develop a schedule for completion of slash treatment on the various portions of the Contract Area.

See Contractor's Slash Responsibility Table:

Contractor's Slash Responsibility Table

CONTRACTOR'S SLASH RESPONSIBILITY	
UNITS	**TYPE OF SLASH DISPOSAL**
2b, 2d, 9b	Landing Clean-up
2b, 2d, 9b	Lop and Scatter (Incidental amounts)
2b, 2d, 9b	Limbing
2b, 2d, 9b	Whole Tree Logging
2b, 2d, 9b	Fall Leaners and Broken Tops

(a) No thinning and/or logging slash shall be allowed outside the contract boundary, unless otherwise approved by the CO.
(b) Contractor shall remove all thinning and/or logging slash from:
  (1) Roads – NFSR 385 shall be kept free of slash;
  (2) Land Survey Monuments – lop and scatter pullback **10** feet, and;
  (3) Roads, Trails, and Ditches – pullback **60** feet;
(c) Tops and limbs which are lost on the way to the landing due to normal, felling, skidding and/or yarding operations, are not required to be yarded. Lost material is required to be lopped and scattered to lie within **18** inches of the ground; and
(d) Trees which must be cut for landings, skid trails, or other approved clearings will have the same slash treatment requirements as existing cut trees.

LANDING CLEAN-UP

A landing is considered a place where any logs or products are gathered for loading. Logs not meeting utilization standards shall be piled in accordance to Appendix A, Section 2 (Work Items), #2 and #3).

LOP AND SCATTER (INCIDENTAL AMOUNTS)

Incidental Slash includes occasional pieces that fall out of the skidder or broken tops. Incidental slash shall be scattered away from the bole and without damage to residual trees. All scattered pieces shall be limbed and positioned so they will

not roll. Incidental slash shall be scattered to reduce concentrations and be left generally within **18** inches of the ground and not in piles. Jackstrawed bole wood **6** inches diameter or greater must be scattered and fully in contact with the ground. Individual boles of **6** inches or greater diameter can be left unbucked. Incidental slash shall be removed from the stream channel of perennial and intermittent streams.
*In mechanical units, biomass trees **1** foot tall or **4.9** inches DBH (and anything in between), tops and limbs which are lost on the way to the landing from skidding operations, can be lopped and scattered to lie within **18** inches of the ground. This material may also be used for erosion control measures and closeouts of skid trails and landings.

LIMBING

Prior to skidding operations, Contractor shall cut all exposed limbs from Included Timber. Such topping and limbing shall be done to the top diameter of the utilization standards listed in Appendix B, Division A. All slash shall be generally within **18** inches of the ground and not in piles.

WHOLE TREE LOGGING

Whole tree logging includes cutting and removing the entire tree, including tops and branches, to the landing.

FALL LEANERS AND BROKEN TOPS

Contractor shall fall any damaged tree not meeting utilization standards set forth in Division A. A damaged tree is one that is larger than **2** feet in height, and has the top knocked out, is leaning more than **10** degrees, has less than one half of its original limbs, or has approximately **50** percent of bark removed from the circumference of the bole.

Trees over **2** feet or more in height after being pulled over in the felling or yarding/skidding operation shall be severed from the stump.

C6.72# - TEMPORARY ROAD CONSTRUCTION SLASH DISPOSAL *(11/06)*

Slash treatment methods of Temporary Road slash shall be agreed to in writing prior to construction. Temporary Road slash shall be treated in accordance with the following:

All timber within the road clearing limits which contains a product meeting the minimum piece specifications stated in A.2 shall be felled (not pushed over) and bucked in advance of road construction. All timber shall be felled within the clearing limits whenever it is feasible to do so.

A. Timber within the clearing limits not meeting minimum piece specifications in A.2 and other debris from the clearing and grubbing operations more than 2 inches in diameter and 4 feet in length shall either be (a) utilized and removed from Contract Area, (b) burned within the right-of-way, (c) removed to designated locations shown on Contract Area Map for burying or later burning, (d) buried, (e) processed through a chipping machine, (f) scattered in such a manner as to avoid concentrations of slash and without damaging other trees or resource values, (g) windrowed (h) decked, or (i) a combination thereof.

B. All material to be treated or disposed of shall be bucked into lengths not to exceed 8 feet before being piled or buried.

C. If debris is to be burned, burning shall be complete and shall be done at such times and in a manner approved in writing by Forest Service. Residual construction slash from burning shall be buried, scattered, or removed to agreed locations.

D. Debris to be buried shall be placed in prepared holes, benches, or trenches at agreed locations and covered with not less than N/A feet of native soil or rock. Slash and debris may be buried in the roadway providing hauling can be supported and providing there is little probability or hazard of slope failure.

E. If debris is to be chipped, the chips shall be spread over the surface of the ground in such a manner that their loose depth does not exceed 6 inches. Chips may be mixed with soil within roadway.

F. Slash and debris may be scattered in those situations where the volume of slash or residual slash is relatively light, and the adjacent stands of timber are sufficiently open to accommodate the scattering without damage.

G. When slash is to be windrowed, the windrow area shall be cleared. Windrows shall be placed parallel to and along the embankment toe. Windrows shall not be placed against trees.

If material is decked, logs not meeting Utilization Standards that are 4 inches or more in diameter shall be bucked into lengths not to exceed 8 feet and piled at agreed locations.

C6.825# - SCALING AS PRESENTED (SALES BY LOAD COUNT) *(01/08)*

Unless otherwise agreed to in writing, notwithstanding criteria in B6.82, volume for all material will be paid for at rates listed in Division A on a predetermined conversion factor of 8.03 (Sawtimber and Non-sawtimber) CCF for 85,000-pound loads.

Unless otherwise agreed to in writing, log trucks are restricted to a maximum gross vehicle weight of **85,000** pounds.

C6.84# - ACCOUNTABILITY. (07/25) In addition to the requirements in B6.84, the following requirements are applicable to Removal Receipts:

(a) Forest Service will issue to Contractor or designated representative(s) serially numbered Removal Receipt books for use only on this contract. Removal Receipt books, whether used or unused, shall be accountable property of Forest Service and shall be returned to issuing Ranger District in accordance with the instructions contained on the cover of each book. Each Removal Receipt which is not returned may be considered a lost load and charged for as described in B6.85 or B6.851.

(b) All Removal Receipts shall be filled out in ink, and otherwise completed, by an individual named in writing, showing the date loaded, sale brand, contract name, and destination where products will be unloaded. On the Removal Receipt, the month, day, and time the truck is loaded shall be punched out. Each Removal Receipt will then be attached to the load in accordance with instructions on the inside cover of the Removal Receipt book. Products will not be hauled from the Contract Area without the Removal Receipt attached to the load.

(c) Before products are hauled, the truck driver must sign the Woods Receipt in ink using legal signature.

(d) Each load will have the last three digits of the removal receipt number painted on both ends of three logs with 1/ **black** paint. All loads that consist of a truck and pup(s) must have the last three digits of the removal receipt painted on both ends of three logs on all subunits of the combination.

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

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

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

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

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

C6.853 - LOADS ALTERED IN ROUTE (11/2006)

Loads of logs which are altered as a result of compliance with State Department of Transportation weight laws will be considered a non-verified load unless a Forest Service representative can verify the overweight load was totally delivered to the scaling site. If the load is verified by the Forest Service it may be processed through the normal sample selection process.

Unless otherwise agreed to, off-loaded logs will not be stored at the weigh station site. Off-loaded logs will be delivered immediately to the designated scaling site.

Logs will be off-loaded onto an empty truck and will have a log load removal receipt attached before proceeding from the weigh station. If logs are off-loaded onto another load of logs, both loads will be considered non-verified loads.

Since non-verified loads will be larger than the largest load in the sample in any given billing period, Contractor agrees to pay an amount equivalent to and in addition to the amount payable at Current Contract Rates.

Contractor is required to notify the Forest Service before off-loading of logs occurs.

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 1/_____ 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.