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APPENDIX B - SCALED

STEWARDSHIP CONTRACT - TIMBER REMOVAL SPECIFICATIONS

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C5.41 Closure To Use By Others (3/07).
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C6.27# –Noxious Weed Treatment (6/23).
C6.32# – Protection Of Reserve Trees. (9/04)
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C6.6 - Erosion Prevention And Control (10/04).
C6.601 - Erosion Control Seeding (7/20).
C6.632 - Temporary Road And Tractor Road Obliteration (2/02).
C6.633 - Temporary Road, Skid Trail/Skid Road And Landing Scarification (2/02).
C6.661 - Current Operating Areas (10/04).
C6.7 - Hazard Reduction And Site Preparation (4/21)
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DIVISION A- Specific Conditions. The following conditions apply to the indicated portions.

A.1 Location and Area:

This Contract Area of **145,000** acres is located on the Stevensville and Darby/Sula Ranger Districts of the Bitterroot National Forest located in Ravalli County, State of Montana, PMM.

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)***	**Net Scale in % Gross Scale**
Douglas-fir & Others	Sawtimber	94,024	Ton	7	1	8	5.6	10.7
Ponderosa pine	Sawtimber	9,985	Ton	7	1	8	5.6	10.7
Combined Softwood	Non-Saw (Topwood)	2,086	Ton	N/A	1	16	3.0	50%
Timber Subject to Agreement								
Douglas-fir and Others	Sawtimber	unestimated	Ton	7	1	8	5.6	N/A
Combined Softwood	Non-Saw (Primary)	unestimated	Ton	7	1	16	5.6	N/A
Combined Softwood	Non-Saw (Topwood)	unestimated	Ton	N/A	1	16	3.0	N/A
Total Quantity								

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

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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)		2,140
Designation by Description or Prescription (C2.351-C2.355) (McCalla-Larson Subdivision):	1-8, 9a, 9b, 10-24, 28, 28a, 32-34, 34a, 36, 37, 37a, 40, 41, 41a, 41b, 42, 43, 43a, 43b, 43c	840

A.6 High Stumps

Species	**Product**	**Maximum Stump Height *(inches)***
All	All	12

A.7 Roads

Name and Date of Governing Road Specifications: FP-14 Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, as amended and supplemented (English)

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

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TBD TBD TBD	(FDR) McCalla-Larson Square Tin Spoon McCoy	Single Lane- 15 MPH	1.65/ 2.66	1 thru 9 00/00/0000	FS	FS	FS (BC)

[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 Forest Cubic Log Scaling Handbook, as amended and supplemented. Governing instructions for products contained in C(T) Provisions follow: C6.801, C6.822, C6.823, C6.841.

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

A.10 Scaling Services

Unit of Measure	Site and Geographic Location	Method	Standard Estimate Cost per Unit $
Ton	Forest Service Approved, State Certified Scale	Total (100%) Weight Scale	.00

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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 ***BITTERROOT FRONT LONGTERM*** 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.

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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.

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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.

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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 willbe made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

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

(i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.

(ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.

(iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).

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

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

(i) A bona fide dispute exists as to Contractor's obligation to make such payment and

(ii) Contractor files and prosecutes a timely Claim.

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 notextend 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.

B6.5 Streamcourse Protection. "Streamcourses" that are subject to provisions of this Section are shown on Contract Area Map. Unless otherwise agreed, the following measures shall be observed to protect Streamcourses:

(a) Contractor's Operations shall be conducted to prevent debris from entering Streamcourses, except as may be authorized under paragraph (d). In event Contractor causes debris to enter Streamcourses in amounts that may adversely affect the natural flow of the stream, water quality, or fishery resource, Contractor shall remove such debris as soon as practicable, but not to exceed 2 days, and in an agreed manner that will cause the least disturbance to Streamcourses.

(b) Culverts or bridges shall be required on Temporary Roads at all points where it is necessary to cross Streamcourses. Such facilities shall be of sufficient size and design and installed in a manner to provide unobstructed flow of water and to minimize damage to Streamcourses. Trees or products shall not be otherwise hauled or yarded across Streamcourses unless fully suspended.

(c) Wheeled or track-laying equipment shall not be operated in Streamcourses, except at crossings designated by Forest Service or as essential to construction or removal of culverts and bridges.

(d) Flow in Streamcourses may be temporarily diverted only if such diversion is necessary for Contractor's

planned construction and Forest Service gives written authorization. Such flow shall be restored to the natural course as soon as practicable and, in any event, prior to a major storm runoff period or runoff season.

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 ***10/15***, 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 ***Nov 1 thru May 15, 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.

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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.

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:

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

Species	Product
Douglas-fir & Others	Sawtimber
Combined Softwood	Non-Saw (Primary)
Combined Softwood	Non-Saw (Topwood)

that shall be Included Timber upon written agreement.

C2.2# - UTILIZATION AND REMOVAL OF INCLUDED PRODUCTS (3/21). Unless otherwise agreed in writing, or as specified in C2.211# - Optional Removal of Non-sawtimber Products, Contractor is required to pay for and remove the following products described in this provision and listed in A2 of the contract:

Sawtimber is defined as:

(a) Boles of trees meeting and exceeding Minimum Specifications for Sawtimber as listed in A2 of the contract. Boles of trees is defined as the main stem of the tree including the top.

Non-sawtimber is defined as:

(a) Portions of boles from Sawtimber trees not meeting Minimum Specifications for Sawtimber.

(b) Topwood from Sawtimber trees that meet Non-sawtimber Utilization Standards.

(c) Boles of trees meeting Utilization Standards for Non-sawtimber.

Downed Non-sawtimber is included in A2 volume for units: **N/A.** Non-sawtimber is Included Timber and required for removal in the following Cutting Units:

In Cutting Units: **ALL** - Non-sawtimber material includes:

1) Topwood from Sawtimber trees that meets Non-sawtimber Utilization Standards.

Only the volume of Non-sawtimber in the cutting units listed above is included in the estimated volume shown in A2. If Contractor and Forest Service agree to remove Non-sawtimber from cutting units other than those listed above this Non-sawtimber must be measured and paid for at the rates shown in A4.

C2.3 - RESERVE TREES (9/04). Notwithstanding the designations for cutting under B2.31, B2.32, B2.33, or B2.34, live or dead Wildlife reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Reserve trees are identified by "Wildlife Tree" plastic or metal tag and shall be protected in accordance with C6.32#. Units with reserve trees are shown on Contract Area Map.

C2.30# - CUTTING UNIT BOUNDARIES. (2/21) 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

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Cutting Unit(s)	Paint Color	Designation Method	Description
All Mandatory Units except Fred Burr Unit 1A	Orange	Marked	The boundaries of units where leave trees are marked, are marked on three (3)sides of the cutting unit boundary trees with vertical stripes of **ORANGE** paint extending from diameter breast height (DBH) upwards approximately three (3) feet, except where the boundaries coincide with existing roads or other discernible features as shown on Contract Area Map. The middle stripe of paint faces the cutting unit and the other two face on line with the cutting unit boundary. In addition, each boundary tree has a horizontal stump mark painted on the downhill side of the tree at ground level. Trees used for boundary designation are not to be cut. All hardwood trees are not to be cut.
Fred Burr, Unit 1A		Black and yellow paper Sign	The boundaries of units where individual trees are marked are identified on (3) sides of the cutting unit boundary trees with **BLACK & YELLOW boundary signs**. The middle sign faces into the cutting unit and the other two signs face online with the cutting unit boundary. In addition, each boundary tree has a horizontal stump mark painted on the downhill side of the tree at ground level. Trees used for boundary designation are not to be cut. All hardwood trees are not to be cut.
Optional Units	N/A	Geo-Fence	See description below
Optional Units	N/A	Discernable	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 Sale 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 (**To be determined)** and dated **(To be determined)**. 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 **40** feet.

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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 **20** feet.

National Technology Development Program GPS Receiver accuracy reports by GPS manufacturer and model are available at: https://www.fs.fed.us/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 Sale Area beyond the control of the Contractor, as determined by the Contracting Officer, the Contractor's only remedy shall be Contract Term Adjustment under B8.21.Qualification requirements are described in B8.21. To resolve major disruption of GPS service, or lack of GPS coverage on the Sale 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 on cost under B4.218 Cooperative Deposits and the availability of Forest Service personnel. If Contractor's request is approved, Forest Service determination of boundary location will be final.

C2.351# – DESIGNATION BY SPACING. (7/22) Within Subdivision(s) or cutting unit(s) as shown below and on Contract Area Map, trees that meet Utilization Standards and one or more of the following criteria below are designated for cutting. Other trees to be left uncut are described below.

Subdivision(s) Spoon McCoy, cutting unit 54

All **Live** species trees, except trees Marked with **Orange** color paint or described below to be left uncut, and one or more of the following criteria are designated for cutting:

(a) The tree is within **13** feet of a **Live Ponderosa pine or Douglas-fir** tree that has a larger diameter than it; and the larger tree is not designated for cutting.

(b) The tree is within **N/A** feet of a **N/A** tree greater than or equal to **N/A** inches in diameter; and this tree is not designated for cutting.

(c) The tree is Marked with **Blue** color paint.

Subdivision(s) or cutting units Spoon Mcoy, cutting unit **59**

All **Live** species trees, except trees Marked with **Orange** color paint or described below to be left uncut, and one or more of the following criteria are designated for cutting:

(a) The tree is within **14** feet of a **Live Ponderosa pine or Douglas-fir** tree that has a larger diameter than it; and the larger tree is not designated for cutting.

(b) The tree is within **N/A** feet of a **N/A** tree greater than or equal to **N/A** inches in diameter; and this tree is not designated for cutting.

(c) The tree is Marked with **Blue** color paint.

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Distances are measured horizontal distance, outside bark to outside bark, at the nearest point on each tree stem, at the stump heights specified below for diameter measurement.

All diameters are measured outside bark at **4.0** inches above ground on the uphill side of the tree. Diameters shall be measured using a "diameter equivalents of circumference" tape measure, caliper, electronic laser method or equivalent method by agreement.

All **N/A** shall be left as leave trees, unless Marked with **N/A** color paint. No tree greater than or equal to **N/A** inches stump diameter shall be cut, unless Marked with **N/A** color paint. Other trees that shall be left uncut are Marked with **N/A** color paint.

C2.355# – DESIGNATION BY PRESCRIPTION. (7/22) Within Subdivision(s) or cutting unit(s) McCalla-Larson, Units: 1-8, 9a, 9b,10-24, 28, 28a, 32-34, 34a, 36, 37, 37a, 40, 41, 41a, 41b, 42, 43, 43a, 43b, 43c 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 Table 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 **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 **ORANGE** paint. Cut trees may be marked with Contractor's non-tracer **BLUE** 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.

Sub-division	Designated Leave Tree Species[1]	Leave Tree Species Preference[2]	Target Average Leave Tree Basal Area[3] (Square Ft / Ac)	Acceptable Range in Leave Tree Basal Area[3] (Square Ft / Ac)	Max Dwarf Mistletoe Rating of Leave Trees[4]	Min DBH of Leave Trees	Designated Cut Tree Species[5]	Max Stump Diameter of Cut Trees[6]
SAMPLE McCalla-Larson	WBP, WL	PP, DF	50	40-60	0	7.0"	GF, AF, ES, LP	Ponderosa Pine: 30"

[1] Species for which all trees will be left, regardless of basal area or other prescription criteria.
[2] Species to be left, in order of descending preference and according to the prescription criteria, as needed to meet basal area.
[3] Forest Service to inspect basal area using a **20 Basal Area Factor (BAF)** in accordance with C6.36# Acceptance of Work.
[4] Refer to Figure 1 for an explanation of Dwarf Mistletoe Rating.
[5] Species for which all trees will be cut, regardless of basal area or other prescription criteria.

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[6] Leave all trees of the specified species and stump diameter, regardless of basal area or other prescription criteria. Stump diameter is defined as six inches above ground level on the uphill side of the tree. A minimum stump height of 6" will be left in units with a Maximum Stump Diameter requirement.

Prescription Objectives and End Results:

End Results – achieve the average desired basal area listed under 'Average Leave Tree Basal Area', varying the basal area within the 'Acceptable Range in Leave Tree Basal Area'. Select individual leave trees according to the Prescription Summary Table and the Prescription Criteria.

Objective – to favor the dominance and/or establishment of large, fire-tolerant species, while reducing the impacts and presence of insects and disease, specifically western larch dwarf mistletoe in the residual stand, and improving growth and vigor by providing adequate growing space to leave trees.

Prescription Criteria:

1. Selected **Leave** trees should meet the **desired leave tree criteria** whenever possible:
    - Good live crown ratio (30% or greater)
    - A-shaped crown (pointy top)
    - Abundant foliage with good color
    - Good form (straight, without sweep, crook, forks, etc)
    - Large diameter and height relative to nearby trees
    - Relatively free of diseases (galls, cankers, mistletoe, rusts, etc).
    - Refer to Figure 2 for a visual aid on ponderosa pine crown health. The concepts of crown health (crown ratio, fullness, and general vigor) can be applied to other species.
2. **Leave** trees shall be the largest diameter available of the preferred species, unless it does not meet the desired leave tree criteria above.
3. All **Leave** trees shall have a maximum dwarf mistletoe rating as described in Table 1. A maximum of '0' means that leave trees should be completely free of mistletoe. Epicormic branching from the bole of western larch or Douglas-fir is acceptable and does not indicate dwarf mistletoe infection.
4. **Leave** tree basal area shall be varied, within the acceptable range, to select for the most preferred species available, while still achieving the desired average leave tree basal area across the unit.
    a. **Leave** tree species preference takes priority over diameter, provided **leave** trees meet the minimum diameter acceptable in Table 1.
5. The 'Maximum Dwarf Mistletoe Rating of Leave Trees' and 'Designated Cut Tree Species' requirements take priority over basal area and may result in locations within the unit that fall below the 'Acceptable Range in Leave Tree Basal Area'.

Figure 1. Dwarf Mistletoe Rating System

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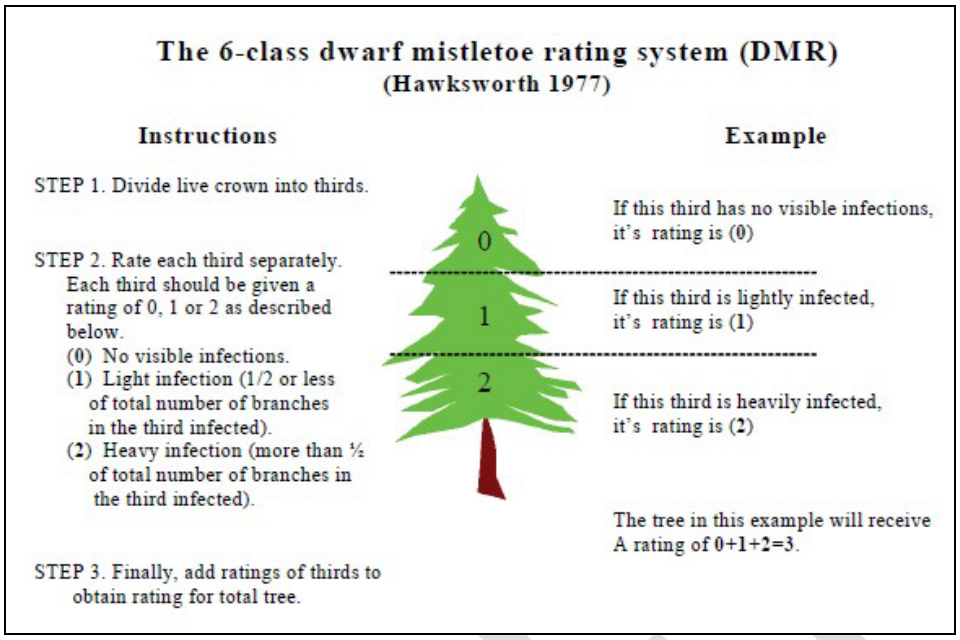

Figure 2. Keen's Vigor Classes for Ponderosa Pine. The illustrated concepts of crown health (crown ratio, fullness, and general vigor) can be applied to other species also.

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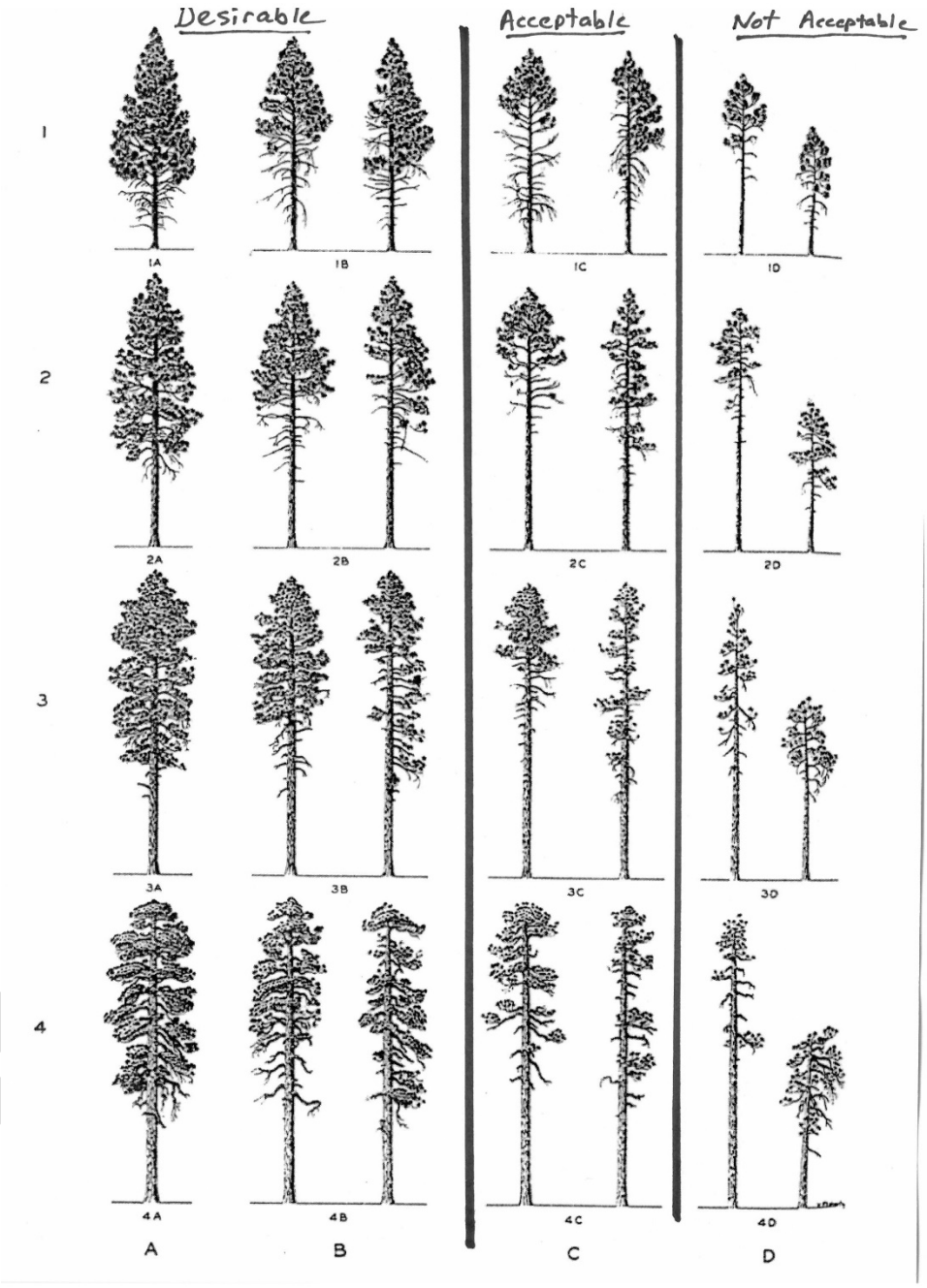

C2.358# – INDIVIDUAL TREES (LEAVE TREE MARKING) (7/20). McCalla-Larson Subdivision, Units 24a, 24b, 25, 28b, 30, 31, 34, all trees (live and dead) meeting minimum merchantable tree specifications of A2 are designated for cutting except trees reserved from cutting. Trees reserved from cutting have been marked with a horizontal stripe of Orange paint at or above eye level, and a stump mark consisting of a horizontal stripe of Orange paint on the downhill side of the tree at ground level. The boundaries of units where leave trees are marked, are marked on three (3)sides of the cutting unit boundary trees with vertical stripes of Orange paint extending from diameter breast height (DBH) upwards approximately three (3) feet, except where the boundaries coincide with existing roads or other discernible features as shown on Sale Area Map. The middle stripe of paint faces the cutting unit and the other two face on line with the cutting unit boundary. In addition, each boundary tree has a horizontal

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stump mark painted on the downhill side of the tree at ground level. Trees used for boundary designation are not to be cut. All hardwood trees are not to be cut.

C2.38# - SPECIES DESIGNATION (7/20). Within the following cutting units shown below, listed species are designated for cutting when they meet (a) utilization standards and (b) are smaller than the stump diameter listed below and shown on the Contract Area Map:

Subdivision/Unit	Designated Species	Maximum Stump Diameter – (Inches)
Sharrott Salvage: Units: ALL	DF,LP,AF, ES	N/A
McCalla-Larson: Units 26, 27, 27a	DF,LP,AF, ES	N/A
Fred Burr: Units: ALL	DF,LP,AF, ES	N/A
Square Tin: Units: ALL	DF,LP,AF, ES	N/A
Spoon McCoy: Units: ALL except 54, 59	DF,LP,AF, ES	N/A

Stump diameter will be measured at **4.0** inches above ground level on the uphill side of the tree, outside of bark. A minimum stump height of **4.0** inches above ground level on the uphill side shall be left in the units listed above.

In addition, any trees within the cutting unit boundary that are windthrown prior to Contractor's logging in the immediate vicinity which meet Utilization Standards in amounts less than specified in B2.133 are designated for cutting.

Trees of the species listed above that are designated to be left standing are Marked with a horizontal stripe of **ORANGE** paint at or above eye level, and a stump mark consisting of a horizontal stripe of **ORANGE** paint on the downhill side of the tree at ground level.

In addition to those species listed above, trees Marked with a horizontal stripe of **BLUE** paint at or above eye level, and a stump mark consisting of a horizontal stripe of **BLUE** paint on the downhill side of the tree at ground level are also designated for cutting.

The boundaries of boundaries of species designated units are Marked on three (3)sides of the cutting unit boundary trees with vertical stripes of **ORANGE** paint extending from diameter breast height (DBH) upwards approximately three (3) feet, except where the boundaries coincide with existing roads or other discernible features as shown on Contract Area Map. The middle stripe of paint faces the cutting unit and the other two face on line with the cutting unit boundary. In addition, each boundary tree has a horizontal stump mark painted on the downhill side of the tree at ground level. Trees used for boundary designation are not to be cut.

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Upon agreement with Forest Service, dead trees designated to be left standing may be felled when necessary for safety under the State Safety Code and other dead trees designated in their place.

C5.102# - CONSTRUCTION OF TEMPORARY ROADS (2/97). Unless otherwise agreed in writing, temporary roads as shown on the Contract Area Map and as designated on the ground, shall be constructed and closed in accordance with the attached plans and specifications. Location has been designated by Existing Road Prism.

Contractor and Forest Service agree that if the Contractor elects not to build the road, or minor changes in locations or designs are mutually agreed to, there will be no adjustment in costs allowances as extra skid costs or mitigation measures would offset cost differences.

Notwithstanding B2.4, timber within the clearing limits of these temporary roads have been included in the quantity estimate in A2.

Subdivision/ Unit	Mile Post	Work Description
SAMPLE	0.00	Begin Reconstruction for Temporary Road on Historic Roads Template.
McCalla-Sharrott/	1.1	End temporary road reconstruction

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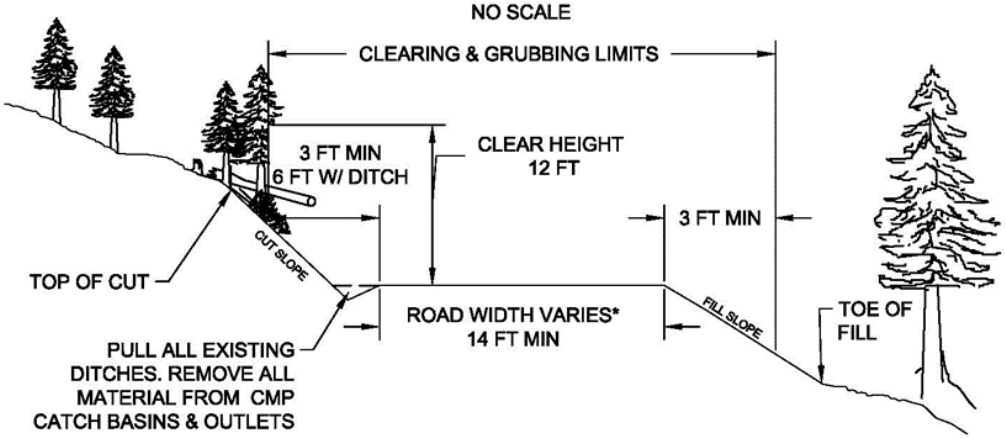
TYPICAL RECONSTRUCTION FOR TEMPORARY ROAD ON HISTORIC ROAD TEMPLATE

NO SCALE



* EXISTING WIDTHS INCLUDE TURNOUTS AND ALL AS BUILT CURVE AND FILL WIDENING. EDGE OF ROAD WHERE DITCH IS NOT PRESENT EXTENDS TO THE TOE OF THE CUT SLOPE.

NOTES:

CLEARING & GRUBBING OF ROADWAY VEGETATION:

ONLY GRUB TREES WITHIN THE ROADBED AND IN THE DITCH LINE. DO NOT GRUB TREES ON THE CUT AND FILL SLOPES.GRUBBING INCLUDES REMOVAL OF ALL EXISTING STUMPS AND ROOTS FROM CURRENT AND PREVIOUS BRUSHING/ CLEARING ACTIVITIES.

WINDROW SLASH ALONG THE TOE OF THE FILL FOR FUTURE USE IN ROAD RECLAMATION. WHEN APPLICABLE BURY STUMPS IN DESIGNATED LOCATIONS

ROAD RECONSTRUCTION:

RECONSTRUCTION WORK INCLUDES REMOVAL OF ALL SLIDE MATERIAL, SEDIMENT, VEGETATION(BRUSHING), AND OTHER DEBRIS FROM THE EXISTING DITCHES AND CULVERT INLETS AND OUTLETS.

MAINTAIN EXISTING INSLOPE, OUTSLOPE, AND CROWN ROADWAY CONFIGURATION UNLESS OTHERWISE SPECIFIED. OUTSLOPE ALL VERTICAL SAG CURVES TO ACHIEVE POSITIVE DRAINAGE

WIDTH SHOWN IS MINIMUM, EXCAVATION MAY BE REQUIRED TO ACHIEVE MINIMUM ROAD WIDTH. RECONSTRUCT ENTIRE WIDTH OF SUBGRADE (INCLUDING TURNOUTS). EXISTING WIDTHS INCLUDE TURNOUTS, SLOUGH WIDENING, & CURVE WIDENING. GRADE TO MAINTAIN ALL EXISTING CROSS SLOPES.EDGE OF ROAD WHERE DITCH IS NOT PRESENT EXTENDS TO THE TOE OF THE CUT SLOPE,

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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		
All	All	All	All	U	Items required in road package.

C5.312# - RECONDITIONING OF EXISTING ROADS (10/04). Existing roads listed below and shown on the Contract Area Map will be included in the annual Operating schedule pursuant to the Contract Operations Schedule provision in the solicitation. Such roads shall be reconditioned by Contractor prior to use in accordance with road logs which are attached hereto and made a part thereof. For the roads listed below, the Contractor shall perform the following maintenance work as required:

A. Remove log or earth barricades.

B. Fill and level waterbars.

C. Clear trees and brush, remove down timber and debris from ditches and roadway. Remove bank slough that interferes with ditches and roadway and deposit on fill slopes or at locations staked on the ground.

D. General road blading and ditch maintenance pursuant to C5.31#.

E. Construct drain dips as per attached drawing on Roads # **TBD**, **TBD** and **TBD**. Locations are staked on the ground.

Notwithstanding B2.3, down timber required to be moved under item C above shall become Included Timber subject to the requirements of B2.2 when (a) it meets Utilization Standards in A2 and (b) is designated by agreement. Other material and brush or debris removed from the ditches or road surface shall be scattered outside cleared right of way or piled at designated sites for later disposal by the Forest Service as indicated below for each road. Once reconditioned, such roads shall be maintained pursuant to Appendix C-C5.31#; however, such maintenance shall only be to the standard to which the road is reconditioned.

Road Number	Approximate Length	Termini	Disposal Option
13109	.61	MP 0.0 to 0.61	Scatter

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TBD	---	---	---

C5.316 - SNOW REMOVAL. (4/13) Snow removal shall be done in a manner to preserve and protect the roads, to insure safe and efficient transportation and to prevent unacceptable damage to roads, streams, and adjacent lands.

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

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

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

3. Maintenance of drainage so that the drainage system will function efficiently and prevent erosion damage.

B. Performance. Snow removal shall be kept current and performed as often as necessary to insure safe and efficient transportation. Work shall be done in accordance with the following minimum standards of performance.

1. 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 surfacing material be bladed off the roadway surface.

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

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

5. Dozers or skidders shall not be used to plow snow on system roads without written approval of Forest Service. If approved, dozers and skidders must be equipped with shoes or runners to keep the plow blade a minimum of two inches above the road surface.

6. Snow removal must be done in such a way as to protect surface water drainage structures and the road surface. Any damage from, or as a result of, Contractor's snow removal work shall be restored in a timely manner at Contractor’s expense.

C5.41# - CLOSURE TO USE BY OTHERS (3/07).

A. Closure of Roads During Period of Contract. Unless otherwise agreed in writing between Contractor and Forest Service, Contractor shall within 15 days of receipt of notice from Forest Service, install closure devices listed below and close them on roads designated "To Be Closed" on Contract Area Map and listed below to effectively block access to vehicle traffic except that constituting official use. Installation of closure devices shall follow closure details attached hereto and made a part hereof.

Official vehicle traffic shall constitute that use by Contractor and his employees when engaged in contract activities. It shall also include administrative traffic by Forest Service, and other landowners for the administration

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of their lands. Contractor shall close road as directed by Forest Service at the completion of daily activities or maintain closure after passage of each vehicle. Forest Service will monitor and administer closure activities.

CLOSURE DEVICES (Mandatory Subdivisions)					
Road Number	**Location**	**Furnished By**	**Closure Method**	**Closure Device Installed By**	**In Place**
739A	(1) MP 0.1 & (2) MP 5.1	N/A	Gate	N/A	Yes
*639	MP 8.3	N/A	Gate	N/A	Yes
13107	MP 0.1	N/A	Gate	N/A	Yes
13225	MP 0.1	N/A	Gate	N/A	Yes
*734	MP 0.3	N/A	Gate	N/A	Yes
62895	MP 0.1	N/A	Gate	N/A	Yes
	To be designated on the ground by USFS at Fred Burr Trailhead.	FS	Gate	Contractor, in accordance with Gate Typical (below)	No

***Seasonal closure. Open 6/15-10/15.**

CLOSURE DEVICES (Optional Subdivisions)					
Road Number	**Location**	**Furnished By**	**Closure Method**	**Closure Device Installed By**	**In Place**
*1316	MP 3.3	N/A	Gate	N/A	Yes
*1136	MP 2.3	N/A	Gate	N/A	Yes
*13103	MP 0.2	N/A	Gate	N/A	Yes
*62067	MP 0.1	N/A	Gate	N/A	Yes
1327	MP 2.3	N/A	Gate	N/A	Yes
13104	MP 0.1	N/A	Gate	N/A	Yes

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*438	MP 0.7	N/A	Gate	N/A	Yes
74967	MP 0.1	N/A	Gate	N/A	Yes
62933	(1) MP 0.1, (2) MP 3.9	N/A	Gate	N/A	Yes
13290	MP 0.2	N/A	Gate	N/A	Yes
*5623	MP 0.1	N/A	Gate	N/A	Yes
*550a	MP 1.4	N/A	Gate	N/A	Yes
*62874	(1) MP 0.1, (2) MP 1.5	N/A	Gate	N/A	Yes
*62866	MP 0.1	N/A	Gate	N/A	Yes

***Seasonal gate closure. Open 6/15-10/15.**

During the life of this contract, Contractor shall install temporary barricades at locations designated "Temporary activity Barricade" on Contract Area Map and shown below. Temporary barricades shall be installed so that they may be readily opened by Contractor or Forest Service for access to Contract Area in case of fire or other emergency. Official vehicle traffic shall also include administrative traffic by Forest Service and other landowners for the administration of their lands. Contractor shall provide and post approved signs as authorized by Forest Service. Installation of Temporary Activity Barricades shall follow closure details attached hereto and made a part hereof.

During the period **January 1** to **December 31** when Contractor's Operations are in areas otherwise closed to motorized vehicles, Contractor shall not be permitted to hunt, transport hunters, discharge firearms or transport big game animals with vehicles within the closed areas.

TEMPORARY ACTIVITY BARRICADES

Road Number	Location	Closure Method
All Temp Roads with Public Access (not behind an existing gate)	ALL	Gate

B. Closure of Roads at End of Contractor's Use. Unless otherwise agreed in writing between Contractor and Forest Service, upon completion of use, Contractor shall effectively close to public use the following roads designated "To Be Closed" on Contract Area Map and listed below. Existing locking closure devices shall be closed and locked as directed by Forest Service. As an element of final road maintenance and environmental or resource protection, the designated closure shall be accomplished by using the methods required for each road as described below:

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Closure Location(s)				
Road Number	**Location**	**Closure Method**	**Furnished By**	**In Place**
TBD				

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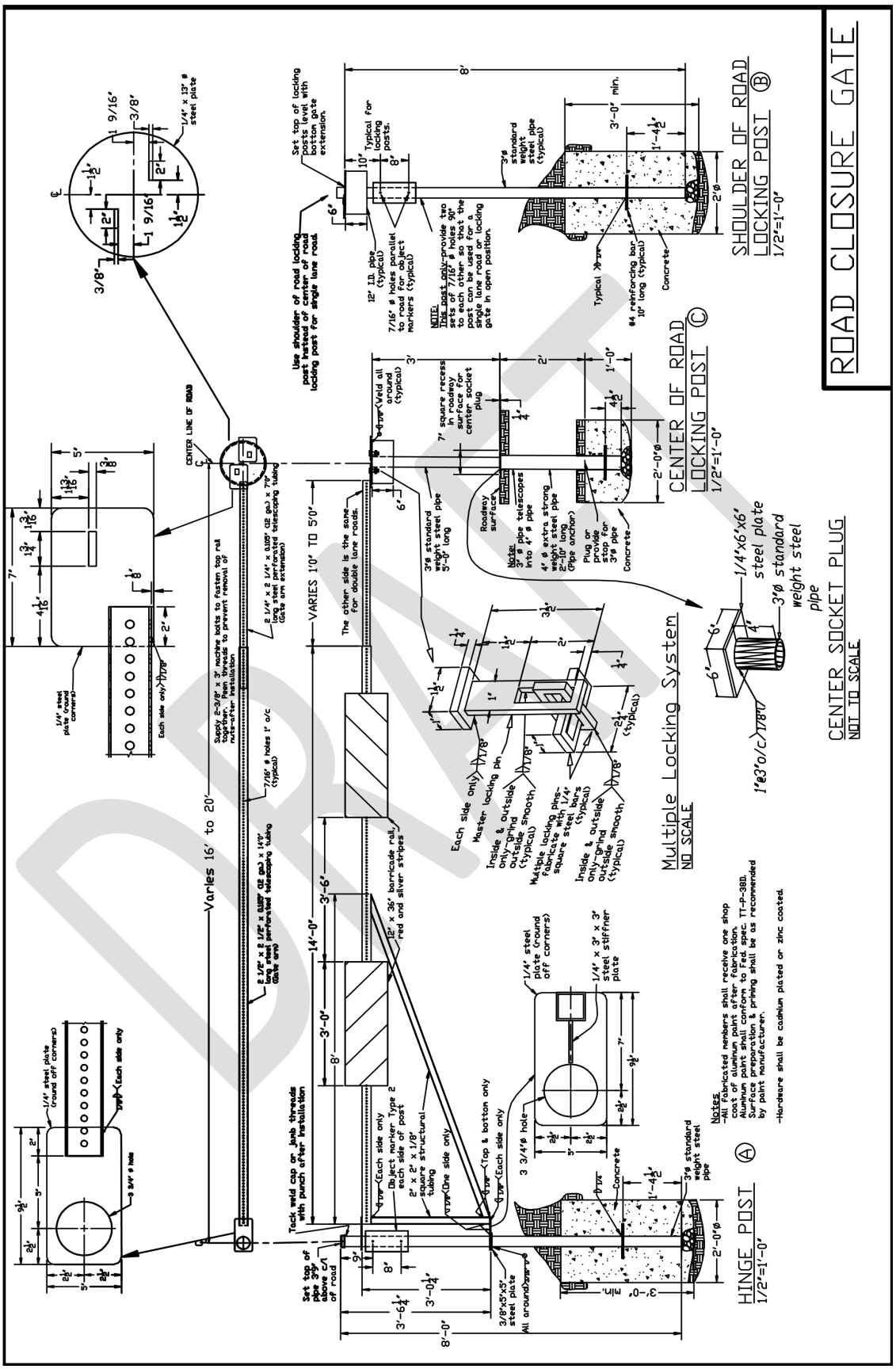

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C5.419# – SYSTEM ROAD STABILIZATION (3/07). Roads listed below, shown on the Sale Area Map and used by Contractor shall be stabilized after they have served the Contractor's purpose, in accordance with details in the attached road logs and typical specifications.

ROAD LOG			
Road Number	**Mile Post**	**Description of Work**	**Typical Specification Number**
TBD	---	---	---

C6.27# – NOXIOUS WEED TREATMENT (6/23). The roads shown in the table below and being used by the Contractor shall be treated with herbicide to remove seed-bearing noxious weeds.

Unless otherwise agreed, Contractor shall:

A. Include a schedule for herbicide treatment of noxious weeds as part of the Annual Operating Schedule.

B. Treat roads or road segments required to have noxious weeds treated between **May 15** and **October 31.**

C. Follow the "TECHNICAL SPRAYING SPECIFICATIONS".

Treatment shall consist of spot applications that target those noxious weeds identified on the State of **Montana**Noxious weed list that occur **From the toe of the fill to the top of the cut, including the running surface and turnouts.** on the listed roads. Reasonable care shall be exercised to limit application so that spraying does not contact native forbs, grasses, herbs, and trees.

Table 1

Road Number(s)	**Road Termini MP to MP**	**Herbicide**	**Reconstruction**	**Prehaul**	**Posthaul**
ALL Haul Roads	Portions that are hauled on	Milestone and/or Escort	XXXX	Yes	Yes

NOXIOUS WEED TREATMENT – TECHNICAL SPRAYING SPECIFICATIONS

BITTERROOT NATIONAL FOREST (6/23)

1. The contactor shall give the Forest Service a 48 hour notification prior to spraying.

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2. Spraying will be done by a State of **Montana** licensed commercial applicator, and only by personnel under the direct supervision of the licensed applicator.
3. A **blue** water-based dye shall be used to further identify target species that have been sprayed.
4. The following herbicides, dye and application rates are approved for use, and are the only authorized methods of weed treatment under this contract provision. All use of herbicides, dyes and surfactants shall follow EPA label requirements.

Common Name	**Trade name(s)**	**Application Rate (lbs active ingredient/ acre or oz/ac)**
Milestone	Aminopyrilid	7oz/ac
Escort	Metsulfuron	1oz/ac

5. For treatments from **September 1** to **October 31**,surfactants that cause herbicide to adhere to the plant (stickers) shall be applied with herbicides.
6. No spraying of **Escort** or **Milestone** will take place within **RHCA** as shown on Contract Area Map. No spray shall come in contact with open water at any time.
7. No spraying shall occur when rain is expected within six (6) hours of completion of the treatment.
8. Nozzles shall be made of stainless steel or ceramic material.
9. All equipment shall be in good mechanical condition and will be inspected prior to work. The spray pattern, application rates, and calibration shall also be checked before beginning the job and thereafter as deemed necessary by the Forest Service.
10. A tight-fitting lid on all spray tanks is mandatory.
11. Mixing, loading, and equipment cleaning shall be done more than 200 feet from private land or open water. Mixing and cleaning water shall come from public or cooperator supplies, and shall be transported to the site in labeled containers separate from water used for other purposes. On-site locations for water drafting must be approved in advance by the Forest Service. Equipment used to draft water from creeks or rivers must be equipped with anti back siphoning devices.
12. Weather conditions shall be monitored before and during all spraying projects. Spraying is NOT allowed when any of the following conditions exist:

    Hand-held equipment: temperature greater than 95 degrees F.; humidity less than 20 percent, or wind greater than 5 MPH.

    Truck-mounted equipment: temperature greater than 95 degrees F.; humidity less than 20 percent; or wind greater than 5 MPH.

13. Herbicides shall be transported daily to the project site with the following conditions: Transport only the quantity needed for that day's work; transport concentrate containers only in a manner that will prevent spills; and transport spray in a compartment that is isolated from food, clothing, and safety equipment.
14. Mixing shall only occur on site.
15. The Contractor shall inspect equipment daily for leaks.

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16. The Contractor shall remove all herbicide containers from national forest land and dispose of them in accordance with all local, state, and federal requirements
17. Applicators will complete a daily pesticide application report as required by the **Montana** Department of **Agriculture**. Applicators will use the daily pesticide application report form provided by the Forest Service. Daily application reports shall be submitted to the Forest Service within 10 days of application.
18. Spraying shall occur as specified in Table 1 prior to road reconstruction and pre haul maintenance. Road reconstruction and pre haul maintenance shall not begin for at least 10 days following herbicide application.
19. The wilting, curling, discoloration or killing of target plants shall be used as a measure of application effectiveness and performance acceptability under B6.36

C6.32# – PROTECTION OF RESERVE TREES. (9/04) Contractor's damage or destruction of reserve trees described in C2.3# will cause serious and substantial silvicultural or other damage to the National Forest. It will be difficult if not impossible to determine the amount of such damage. Therefore, Contractor shall pay as fixed, agreed, and liquidated damages $500 for each Wildlife tagged reserve tree and $N/A for each N/A reserve tree damaged or destroyed by Contractor's Operations, in addition to amounts payable under B3.45 and B3.46.

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

C6.331 - SAFETY (HELICOPTER OPERATIONS) (10/04). Where helicopter yarding operations are being conducted over or in close proximity to roads and trails shown on Contract Area Map, Contractor shall furnish and post flaggers during active yarding operations to prevent the passage of vehicular or pedestrian traffic beneath such yarding operations.

Contractor shall provide radio communications between helicopter yarding operations and the flaggers.

Traffic shall be allowed to pass through operation areas at time intervals not to exceed thirty minutes unless otherwise authorized in writing by Forest Service.

Contractor shall provide and place at locations specified by Forest Service signs warning potential users of roads and trails in the helicopter operating area that traffic delays can be expected during operating hours. Sign size, wording, and construction shall be in accordance with standard warning signs specified in the Manual of Uniform Traffic Control Devices.

C6.332 - SAFETY (TIMBER HAULING) (1/18). Contractor shall secure all products transported by truck with at least two chain or cable wrappers over the load, such wrappers being securely fastened to effectively contain every bolt or log in at least two places, unless State Code safety standard specifies otherwise.

C6.36# - ACCEPTANCE OF WORK (9/22) Upon Contractor's written request and assurance that cutting to prescription has been completed in a cutting unit in accordance with C2.355# - DESIGNATION BY PRESCRIPTION (7/22), 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. Unless otherwise agreed in writing, procedures for inspecting cutting units listed in C2.355# are as follows:

Inspection Standards applicable to all harvest units Acceptance of cutting requirements will be determined based on results of inspections performed using a combination of fixed radius plots, and walkthrough observations of Leave Tree Criteria described in C2.355# - DESIGNATION BY PRESCRIPTION.

2. Forest Service inspector will use fixed radius plots as a method of determining the trees per acre left

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within the cutting unit. A 1/10th acre (37.2-foot radius) plot will be used. Plots will be performed at a minimum sampling rate of at least one plot per **20** acres.

3. Placement of plots shall be in a systematically random distribution where plot spacing is measured in a horizontal distance and Azimuth as designated on a map or GIS. Plot location may be determined by GPS coordinates.
4. Verify plot location by recording GPS coordinates and establish firm plot center as described in FSH 2409.12 chapter 30. Plot center will be identified with hi-glo orange ribbon with plot numbers, sale administration initials and date documented on ribbon.
5. A planned map of plot location with coordinates will be requirement of timber sale package (Timber Sale Report, (TSR).
6. Document all trees to be considered "IN" trees in the designated fixed plot radius.
7. Record plot information on the Timber Sale Inspection Report.
8. Plot measurement technique (how to), for Sale Administrators and Harvest Inspectors, will be provided by a certified advanced or check cruiser to assure proper measurements and sampling.
9. Stump diameter will be determined by measuring stump diameter at ground level on the uphill side.
10. Each cutting unit will be evaluated and approved separately.
11. If the Contractor does not meet the requirements of C2.355#, as determined by more than one inspection within a cutting unit, Contractor and Forest Service shall jointly develop and agree to a written plan that ensures designated leave trees requirements in C2.355# will be met.

At a minimum the number of inspection plots not meeting the prescription must represent at least 25% of the cutting unit acres (e.g. A 40 acre unit must have at least 2 plots not meeting C2.355#).

C6.4 - CONDUCT OF LOGGING (1/18). Unless otherwise agreed in writing, silvicultural prescriptions and land management objectives shall be conducted and accomplished by the following requirements, methods and procedures:

Subdivision/Cutting Unit	**Conduct of Logging**
Cutting Units: All	Contractor shall be allowed to operate in not more than **2**, Subdivisions) at any time, unless waived in writing by FS.
	Contractor's Operations in a Subdivision shall be completed and accepted prior to entry into the next Subdivision.
	The sequence of logging Subdivisions or Cutting Units shall be **Sharrott-Salvage, McCalla-Larson**. Operations on each Subdivision or Cutting Unit shall be completed and accepted prior to entry into the next Payment Unit (or Cutting Unit).

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Subdivision/Cutting Unit	**Conduct of Logging**
	Trees designated for cutting and/or logs will be left as rub trees along skid trails (all skidding and yarding methods) as needed to protect young growth and leave trees.
	Bucking of windfalls and down material across skid trails (all skidding and yarding methods) location is required in advance of construction.
	Equipment used in the operations of the timber sale or stewardship contract shall meet approved industry safety standards as required by OSHA.
Tractor Cutting Units: ALL	Trees shall be felled, insofar as safety permits, to angle in the direction of skidding.
	Contractor and Forest Service will agree on felling lead at the time of approval of tractor roads, skid trails and skyline corridors (all skidding and yarding methods).
	No mechanized felling of timber shall be permitted in cutting units **XXX, XXX**. All included timber shall be felled by hand.
	The location of tractor skid trails shall be designated on the ground by Contractor and approved by Forest Service in advance of falling.
	Logs shall be tractor skidded with the leading end free of the ground.
	Tractors shall be restricted to approved tractor roads and skid trails.
	Tractor roads and tractor skid trails shall be no less than **75** feet apart, except where converging.
	Skidding shall only occur during dry soil conditions as determined by the Forest Service. **OR** Tractor Skidding is allowed only over **10** inches of settled snow or **4** inches of frozen ground.
	Prior to skidding operations, any snow on approved tractor skid trail locations shall be removed or compacted to allow soil to freeze. Once the soil is frozen, skidding can begin and continue as long as the soil remains frozen sufficient to support equipment and rutting does not occur.
	The location of all skyline corridors shall be designated on the ground by Contractor and approved by Forest Service in advance of falling.
	Skyline corridors shall be constructed in advance of falling the adjacent timber within the cutting unit.
	Where topography will permit, skyline corridors shall be spaced not less than **75** feet

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Subdivision/Cutting Unit	**Conduct of Logging**
Cable/Skyline Cutting Units: ALL	apart nor more than **150** feet apart at the point of widest divergence within the cutting unit.
	Except for lateral yarding, logs shall be yarded with the leading end free of the ground.
	Skyline corridors shall have only those trees cut that are necessary to allow the safe free passage of the carriage and turn of logs.
	All machines utilizing cable winching and skyline machines shall be restricted to approved road systems.
	Notwithstanding other designations for cutting, all trees used to support multispan jacks shall be left uncut.
	The location of machine trails (excavated or overland) needed to access mobile tailhold locations shall be designated on the ground by Contractor and approved by Forest Service in advance of construction or use.
SPECIAL TREATMENT AREA (STA)	
	The boundaries of Special Treatment areas are designated by **Sensitive Plant Flagging**.
	No equipment is allowed to operate within the special treatment area.
	No equipment is allowed to operate within the special treatment area. All merchantable products meeting A2 specifications shall be cut and removed from the special treatment area. Contractor shall treat slash within the area as specified in C6.7#.
Helicopter (Optional)Units: ALL	Helicopters shall be equipped with a main rotor system consisting of more than 2 blades.

C6.412# - TREATMENT OF STUMPS (7/20). Unless otherwise agreed in writing, in areas shown on Contract Area Map, Contractor shall treat the stumps of Live Ponderosa pine trees cut by Contractor that have a stump diameter larger than 14 inches. Treatment should be done as soon after tree felling as practical, preferably within one (1) or two (2) hours, but no later than 24 hours for powder application and within 72 hours for liquid application. Treatment shall consist of removing sawdust and other loose debris from the cut surface of the stump including exposed wood surfaces on all sides and application of borate product according to the following instructions:

POWDER APPLICATION - Apply enough borate to lightly cover stump surface including exposed wood surfaces on all sides (approximately one (1) pound borate per 50 square feet of exposed wood surface). Apply the material to

all exposed wood surfaces. Stumps should be level and have no splinters for most effective use. Best method of application is to sprinkle the material salt shaker style on the freshly cut stump surface. Care should be used during application to minimize off-site application of this material. A blue powder dye shall be added to the borate as an aid to insure complete coverage.

LIQUID APPLICATION – Dilute solid product into water at manufacturers suggested dilution rate to control Heterobasidion root disease. Apply the solution to the stump by brush or spray until the surface is thoroughly wet (approximately one (1) gallon per 200 square feet of exposed wood surface). Apply the material to all exposed wood surfaces. A blue liquid dye shall be added to the solution as an aid to insure complete coverage. To prevent solution from freezing during cold weather, substitute some or all of the water with the appropriate amount of propylene glycol based antifreeze that is non-toxic to animals.

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

C6.422 - HELICOPTER LANDING LOCATION AND CONSTRUCTION (5/76). All helispots, heliports, support areas, and other helicopter landing areas shall be located and constructed only as approved by Forest Service in writing.

Those specified landing and service areas shown on Contract Area Map are approved and shall be constructed in accordance with plans and specifications attached hereto.

Landing areas other than those specified on Contract Area Map will be considered for approval under the following conditions:

A. The location and extent of landing area are staked on the ground. The extent or limits shall include the total area of excavation and fill, if any.

B. The clearing needed outside the constructed landing area needed for takeoffs and landings are flagged or otherwise designated.

C. Plans are made to dispose of clearing and landing construction slash and debris.

Landing areas shall be constructed and rock surfaced, if necessary, in such a manner that helicopters, log handling equipment, and service or support equipment are fully supported during Normal Operating Season.

C6.44# - OPTIONAL TETHERED OR CABLE ASSISTED HARVESTING (06/24).

In Cutting Unit(s) **ALL** designated as Skyline yarding method on the Sale Area Map and listed in C6.4# or in C6.43#, tethered harvesting may be agreed to upon receipt of Contractor's written request and Forest Service approval notwithstanding requirements in C6.4#, subject to the following conditions unless otherwise agreed to in writing.

1) The following tethered or cable assisted machinery may be used for felling, yarding, and skidding up to the maximum slope shown in the Tethered Harvest Activity Table:

Tethered Harvest Activity Table

Tethered Harvest Activity	Maximum Slope %
Felling	**60**
Skidding	**60**
XXXX	**XX**

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2) Tethered or cable assisted machinery must be designed, constructed, and strictly used for tethered harvesting applications. Operators will use tension limiting controls to maintain desired tension. Winch cable tension and machine travel will be synchronized.

3) Felled trees may be yarded with a traditional style skyline machine on slopes exceeding values listed in the Tethered Harvest Activity Table.

4) Prior to tethered or cable assisted operations beginning, Contractor and Forest Service will agree in writing to a felling and yarding plan in each unit, or portion(s) of unit(s). The plan will identify portions of units that are not approved for tethered, or cable assisted machinery which will require felling and skyline yarding as designated in C6.4#.

5) Felling corridors, yarding trails, and skid trails, will be designated on the ground by Contractor and approved in advance of felling. Unless otherwise agreed, corridors and trails shall be spaced not less than **75** feet apart.

6) Tethered or cable assisted machinery shall operate in a fashion to prevent excessive soil disturbance. Cross slope travel will be avoided as much as practical.

7) Contractor shall rehabilitate areas of excessive soil disturbance as prescribed by Forest Service Sale Administration personnel. Examples of excessive soil disturbance include but are not limited to; excessive rutting, cutting into side slopes, and/or excessive soil displacement caused by turning of mechanized machinery.

8) To the extent practical, tethered/cable assisted machinery will use sub merchantable trees cut in felling corridors, that do not meet utilization specifications in A2, as a slash mat to travel on.

If tethered or cable assisted operations cannot meet the requirements of this provision, operations will be discontinued in part or whole as identified by Forest Service. Contractor shall use the skidding and yarding method identified in C6.4# and on the Sale Area Map where operations have been discontinued.

C6.6 - EROSION PREVENTION AND CONTROL (10/04). Unless otherwise agreed in writing, Contractor shall complete erosion prevention and control work required in section B6.6, including Streamcourse protection, within 15 calendar days after completion of skidding and/or yarding operations for each landing.

Designation of on the ground work 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.

During 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.

When operations are active outside the Normal Operating Season defined in A.16, erosion control work will be kept current and will be completed as soon as practicable.

C6.601# - EROSION CONTROL SEEDING (7/20). Following completion of skidding and yarding operations in an area, Contractor shall seed and fertilize all exposed areas of raw soil on skid trails, landings, firebreaks, slides, slumps, Temporary Roads and traveled ways of National Forest system roads scheduled for stabilization by Contractor after operations. Special Provision C5.419# - SYSTEM ROAD STABILIZATION contains a list of the roads requiring seeding and fertilizing.

Soil on areas to be seeded shall be left in a roughened condition favorable to the retention and germination of the seed or as specified in Special Provision **C6.633# - TEMPORARY ROAD, SKID TRAIL/SKID ROAD AND LANDING SCARIFICATION**.

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Seed and fertilizer shall be spread evenly at the rate of **24** pounds of seed and **240** pounds of fertilizer per acre. When fertilizer and seed are applied in separate operations, the second operation shall be carried out within 72 hours of the first.

Application shall be during the period **May 1** to **June 15**, and/or **September 1** to **October 15** and under the above specified conditions unless otherwise approved.

Unless otherwise agreed, the kinds and amounts of seed to be sown in terms of pure live seed (PLS) shall be:

Species of Seed	PLS Pounds per Acre
Provided by USFS	24

Unless otherwise agreed, the following kinds and amounts of standard commercial fertilizer shall be used with guaranteed analysis of contents clearly marked on containers:

Type of Fertilizer	Pounds Per Acre
Nitrogen, N	6-8%
Phosphorus, P2O5	2-4%
Potassium, K	3-4%

C6.632# - TEMPORARY ROAD AND TRACTOR ROAD OBLITERATION (2/02). Notwithstanding the provisions of B6.63 and B6.65, unless otherwise agreed, temporary roads accessing All Units and tractor roads within All Units constructed for use with this sale shall be obliterated after they have served the Contractor's purpose. Obliteration shall consist of recontouring road prism including all cut and fill slopes to natural ground contour. Equipment will not be permitted to operate outside the clearing limits. In addition, from 10 to 20 tons per acre of clearing or logging slash, stumps or other woody debris shall be placed and scattered uniformly on the top of the recontoured corridor.

C6.633# - TEMPORARY ROAD, SKID TRAIL/SKID ROAD AND LANDING SCARIFICATION (2/02). Unless waived in writing by the Forest Service on specific roads, skid trails/skid roads or landings, all landings, skid trails/skid roads, and Temporary Roads constructed or used by Contractor shall be scarified by the Contractor following use.

Scarification shall span the width of the compacted areas and shall be done to a depth of not less than **4** inches, but not to exceed a depth of 14 inches, and must effectively prepare the ground for seeding.

Scarification shall be done during the period **May 1** to **Oct 15** unless otherwise approved. No scarification work shall be done during wet weather or when the ground is frozen or otherwise unsuitable.

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C6.661 - CURRENT OPERATING AREAS (10/04). Unless waived in writing by Forest Service, Contractor shall remove accumulations of slash and logging debris in operating areas from system roads prior to the end of Normal Operating Season. Slash and logging debris in excess of three (3) feet in length and three (3) inches in diameter shall not remain on backslope, in ditches, or on traveled way, shoulders or turnouts. Debris shall be scattered downslope from the roadbed, avoiding any concentrations. When weather permits operation after Normal Operating Season, Contractor shall keep such work on any additional disturbed areas as current as practicable.

C6.7# - HAZARD REDUCTION AND SITE PREPARATION (4/21). Contractor's timing of product removal, hazard reduction and site preparation shall not unnecessarily delay Forest Service slash disposal, site preparation or reforestation. Contractor shall perform hazard reduction and site preparation work in accordance with the Hazard Reduction and Site Preparation Plan and Map which are attached hereto and made a part hereof. Such work is in addition to Required Deposits for slash disposal.

HAZARD REDUCTION AND SITE PREPARATION PLAN

GENERAL

Unless otherwise stated below, "Logging Slash" consists of material created by Contractor's Operations directly related to the removal of included timber.

Slash disposal shall be kept current and completed in each cutting unit as stated below, unless otherwise agreed to in writing.

Annually, prior to start of logging, Contractor shall submit a supplement to the Plan of Operations for Forest Service approval that shall include a schedule for completion of slash treatment on the various portions of the sale area. This schedule may be included as part of the annual Operating Schedule. Contractor shall submit a revised schedule when Contractor proposes a significant deviation from the progress schedule.

In cutting units in which utilization is accepted between July 16th and September 30th, slash disposal work including all specified slashing shall be completed by October 31st of the same year.

In cutting units in which utilization is accepted between October 1 of the previous year and July 15th of the current year, slash disposal work shall be completed by October 31st of the current year. However, any specified slashing shall be completed by July 31st of the current year.

UNIT SPECIFIC

Slash Treatment Methods:	**Specifications:**
Slash Throwback Cutting Units: **ALL**	Contractor shall move all logging slash **4.0** inches diameter or larger at the large end created outside of the cutting unit boundary by Contractor's operations to locations at least **25** feet within the boundaries of the cutting units.

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Clean System Roads Cutting Units: **ALL**	Contractor shall dispose of all logging slash created within the clearing limits of system roads. Slash shall be piled for later burning within the right-of-way clearing unless an alternate method of slash disposal is agreed to in writing. Piles shall be reasonably compact and free of soil to facilitate burning. Piles shall be of a size and location which will not impair road use.
Landing Cleanup Cutting Units**: ALL**	A landing is considered a place where any logs or products are gathered for processing and/or loading. Unless otherwise agreed, all slash accumulated at landings shall be piled. Piles shall be reasonably compact and free of soil to facilitate burning. Piles shall be of a size and location which will not impair road use or result in damage to residual timber. The piling of landings will be done by a grapple-type loader, excavator or as otherwise agreed to by Forest Service.
Cutting Units: **ALL**	Piles shall be located at least **50** feet from residual timber. Piles shall range from **10** to **Any** feet in diameter and **10** to **Any** feet in height. All objects which extend more than **10** feet in any direction from the pile profile will be cut off and returned to the pile.
Fell Damaged Residual Cutting Units: **ALL**	Contractor shall fell all species over **2** feet in height not meeting minimum diameter specifications for Included Timber and damaged beyond recovery by Contractor's Operations. Such trees shall be limbed, and stems bucked into lengths shorter than **3** feet. Stumps shall not exceed **6** inches in height from ground surface as measured on the uphill side and shall be cut flat. Trees shall be completely severed from the stump leaving no live limbs on the stump. Tops, stems and limbs will not extend over **12** inches in height above the ground.
Whole Tree Yarding Cutting Units**: ALL**	Whole trees shall be skidded or yarded to landings. Contractor shall leave tops and limbs of felled trees attached to Included Timber.

C6.71 - CHANGE IN SLASH TREATMENTS (3/90). Slash treatment measures required in accordance with the Hazard Reduction and Site Preparation Plan and Map may be changed upon written agreement. The Forest Service shall determine the current cost of performing the work to be deleted and the work to be added. When the cost of work deleted exceeds the cost of work added, the agreement shall provide for a lump sum payment to the Forest Service for the amount of the difference.

C6.711 - BURNING BY CONTRACTOR (10/79). Contractor shall obtain a written permit from Forest Service before burning any camp refuse, brush, slash or construction debris at any time throughout the year. The terms of the permit will set forth:

A. Area or location where burning is permitted.

B. Material to be burned.

C. Safeguards, including help and equipment to control the fire.

Special precautions to be taken before burning.

1. Control action needed until the fire is out.

C6.753 - TEMPORARY ROAD CONSTRUCTION SLASH DISPOSAL (10/82). Unless agreed otherwise in writing, Temporary Road slash shall be disposed of or treated in accordance with the following:

A. All timber within the road clearing limits which contains a product meeting the minimum piece specifications stated in A2 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.

B. Timber within the clearing limits not meeting minimum piece specifications in A.2 and other debris from the clearing and grubbing operations more than three (3) inches in diameter and three (3) 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) decked, or (h) a combination thereof.

C. All material to be treated or disposed of shall be bucked into lengths not to exceed 20 feet before being piled or buried.

D. 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.

E. Debris to be buried shall be placed in prepared holes, benches, or trenches at agreed locations and covered with not less than two (2) 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.

F. 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 six (6) inches. Chips may be mixed with soil within roadway.

G. 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.

H. If material is decked, logs not meeting Utilization Standards that are six (6) inches or more in diameter shall be bucked into lengths not to exceed 32 feet and piled at agreed locations.

C6.801 - SCALING (NON-SAWTIMBER) (7/20). A Non-sawtimber log, is a log meeting or exceeding minimum specifications in A2 for Non-sawtimber and shall be any log or portion of a tree, except western red cedar, dead or alive, not meeting Sawtimber Product specifications shown in A2 and either:

1) Contain at least 50 percent pulpable wood in terms of gross cubic volume. Normal Sawtimber scaling defects such as stain, shake, checks, crook, sweep, burls, knot clusters, pitch, worm holes, and firm rot are considered pulpable. Fire char is not considered pulpable. Defective logs that will break up under normal debarking operations are not considered pulpable.

2) Can be converted into other products such as fuelwood, posts, poles, rails and house logs. Defective logs that will break up under normal delimbing and loading operations and that cannot be hauled using industry standard log truck configurations are not considered merchantable.

Final piece, log, or load volume shall be in terms of gross cubic feet.

When Non-sawtimber logs are manufactured and marketed in shorter minimum piece lengths than shown in A2, this shorter log shall be considered as meeting Utilization Standards.

C6.822 - PRESENTATION FOR WEIGHT SCALING. (4/13) To facilitate the requirement of B6.82 that loads be presented so that they may be scaled in an economical and safe manner, and to aid in the accountability requirements of C6.840 or C6.848, Contractor, unless otherwise agreed in writing, shall:

A. Utilize scales that meet the standard for commercial vehicle scales defined in the National Bureau of Standards Handbook 44, current edition.

B. Weigh all loads on scales currently certified by the State in which weighed. Scales must have a current inspection tag or seal posted which shows the date of the most recent test by the State weights and measures agency. No load shall be presented for weighing that weighs more than the certified capacity of the scales in use. Each load shall be weighed according to the *Instructions for Load Weighing and Accountability* posted at the weighing facility, with the gross and tare weights stamped and recorded by an automatic recording device on the scales. Loads shall be weighed in sequence, with the gross weight obtained first and the tare weight printed within two (2) hours of unloading. In addition to the gross and tare weights, Contractor shall record the following information on each weight slip:

a. Sale name

b. Load Removal Permit number

c. Date and time weighed

C. Maintain load accountability from the Sale Area to point of weighing. In so doing, the load of products shall remain intact while in transit. Products accidentally lost in transit shall be promptly identified by Load Removal Permit number and sale designation. Contractor shall, within 48 hours, load out such lost products and present them for weighing or make other arrangements acceptable to Forest Service. Products off-loaded at State weigh stations to reduce overloading shall not be considered accidentally lost products. Unless otherwise agreed, off-loaded logs will not be stored at State weigh station sites. Logs will be off-loaded onto an empty truck and will have a log load removal permit attached before proceeding from the weigh station. Contractor is required to notify the Forest Service before off-loading of logs occurs. Off-loaded logs will be delivered immediately to the designated weight scales.

D. Clearly and legibly paint the last three digits of the Load Removal Permit number in **BLACK** paint on the back end of at least three (3) logs of every load transported from the Sale Area.

C6.823 - VOLUME DETERMINATION. (4/13) Volume determination shall be based on Weight Measurement unless otherwise agreed. Products shall be weighed on certified scales at locations approved by Forest Service. The weight slip, showing sale name, Load Removal Permit number, date and time weighed, and the gross and tare weights, shall be attached to the Scaler Permit and placed in the location(s) designated by the Forest Service.

In the event of weight scale equipment breakdown or suspension of use for other reasons, hauling shall be suspended until Contractor and Contracting Officer agree to an alternate weighing location.

If Scaler Permits and/or weight slips are not provided for any reason, Forest Service shall use data from the records during the period in which loss occurred to determine weight of load(s). The weights of such load(s) shall be deemed equal to the load with the heaviest net weight presented during the payment period in which the loss occurred.

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Payment for lost products may not be required if Forest Service determines that the weight of such lost products involved is small and justified by existing conditions.

C6.840 - WEIGHT ACCOUNTABILITY (3/12).

Products shall be accounted for as follows:

A. Requirements Applicable to Contractor's Accountability Obligations:

   a. Where Contractor's product accountability responsibilities are concerned, all operations performed by Contractor's employees, agents, contractors, subcontractors, their employees or agents, Contractor's obligations shall be the same as if performance is by Contractor.

B. Requirements Applicable to Product Removal Book:

1. Forest Service:

   a. Forest Service will issue to Contractor or designated representative(s) serially numbered Product Removal Permit Books for use only on this sale. Product Removal Permit Books whether used or unused are accountable property of Forest Service and shall be returned to issuing Ranger District in accordance with instructions contained on the inside cover of each book.

2. Contractor shall require:

   a. All permits be filled out in ink by an individual named in writing other than the truck driver and be attached to load before products are hauled from immediate vicinity of or adjacent to location where loading is done showing date loaded, brand, sale name, and destination where products will be weighed. Permits shall be attached in accordance with instructions on inside cover of Product Removal Permit Book.

   b. Before products are hauled, truck driver will sign legal signature in ink on Woods Permit.

   c. Contractor shall assure that all used Scaler Permits are deposited in accordance with procedures established by the Forest Service.

C. Requirements Applicable to Weight Slips:

1. Contractor shall assure that:

   a. All products removed are presented for weighing at agreed to locations and that gross and tare weights are obtained on certified scales.

   b. That weight slips are attached to proper Scaler Permit and deposited in accordance with procedures established by the Forest Service.

C6.841 – ROUTE OF HAUL. (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.

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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.

C6.842 – PRODUCT IDENTIFICATION. (9/04) Unless Contracting Officer determines that circumstances warrant a written waiver or adjustment, Contractor shall:

(a) Before removal from Contract Area, hammer brand all products on each end.

(b) Paint all products, except for Alaska yellow cedar, on each end with a spot of highway-yellow paint.

(c) For all products where the Regional Forester has approved shipment to the contiguous 48 States for processing, paint all such products on each end with a spot of highly visible green paint. Both a highway-yellow and a highly visible green spot shall be visible on these products.

(d) For all products where the Regional Forester has approved export to foreign markets, paint all such products on each end with a spot of highly visible orange paint, completely covering any yellow paint spot.

Contracting Officer shall assign brands and Contractor shall register them with the State of Alaska. Contractor shall use assigned brand exclusively on logs from this contract until Contracting Officer releases brand.

Contractor shall apply paint spots before removal from Contract Area, unless Contracting Officer approves product sorting after removal. Each paint spot must be not less than three (3) square inches in size. Contractor will furnish and apply paint of a lasting quality (oil-base or equivalent). Highway-yellow, green, and orange paint are not to be applied to products from this contract for purposes other than those stated above.

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, 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.

C6.848 - WEIGHT ACCOUNTABILITY FOR SPLIT PRICING (3/12).

Products sold on a basis other than single price for all products shall be accounted for as follows:

A. Requirements Applicable to Contractor's Accountability Obligations:

   a. Where Contractor's product accountability responsibilities are concerned, all operations performed by Contractor's employees, agents, contractors, subcontractors, their employees or agents, Contractor's obligations shall be the same as if performance is by Contractor.

   b. Contractor shall sort and deck separately the sawtimber and non-sawtimber products at the landing. The non-sawtimber products shall remain on the landing until released for hauling and weighing by the Sale Administrator.

B. Requirements Applicable to Product Removal Book:

1. Forest Service:

   a. Forest Service will issue to Contractor or designated representative(s) serially numbered Product Removal Permit Books for sawtimber products for use only on this sale. Product Removal Permit Books whether used or unused are accountable property of Forest Service and shall be returned to issuing Ranger District in accordance with instructions contained on the inside cover of each book.

   b. The Product Removal Permits for non-sawtimber products will be issued by the sale administrator as needed to haul these products and are accountable property of the Forest Service. The non-sawtimber products will not be hauled until inspected and released by the sale administrator.

2. Contractor shall require:

   a. All permits be filled out in ink by an individual named in writing other than the truck driver and be attached to load before products are hauled from immediate vicinity of or adjacent to location where loading is done showing date loaded, brand, sale name, and destination where products will be weighed. Permits shall be attached in accordance with instructions on inside cover of Product Removal Permit Book.

   b. Before Sawtimber products are hauled, truck driver will sign legal signature in ink on Woods Permit.

   c. Contractor's Representative or other designated representative will sign legal signature in ink on Woods Permit for non Sawtimber products at time the permits are issued by the sale administrator.

   d. Contractor shall assure that all used Scaler Permits are deposited in accordance with procedures established by the Forest Service.

C.Requirements Applicable to Weight Slips:

1. Contractor shall assure that:

   a. All products removed are presented for weighing at agreed to locations and that gross and tare weights are obtained on certified scales.

   b. That weight slips are attached to proper Scaler Permit and deposited in accordance with procedures established by the Forest Service.

C8.66# – USE OF TIMBER. (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.

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(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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