APPENDIX B - TREE MEASUREMENT

STEWARDSHIP CONTRACT TIMBER REMOVAL SPECIFICATIONS

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CT8.66# Use of Timber (Option 1) (9/04)

Division AT

AT.1 Location and Area:

This Contract Area of **309 acres is more or less located in T18S R12E Sec. 25,36 / T18S R13E Sec. 30,31 / T18S R12E Sec. 13 ,24 / T18S R13E Sec. 18, 19 – New Mexico Prime Meridian.**

AT.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 (d.b.h.)** *(inches)*	**Number of Minimum Pieces per Tree**	**Length** *(feet)*	**Diameter Inside Bark at Small End** *(inches)*	**Net Scale in % Gross Scale** 1/
Douglas Fir, White Fir, Ponderosa Pine, Southwestern White Pine	Non-Saw (08)	2,004	CCF	9	1	10	6	6.67
Timber Subject to Agreement								
Total Quantity		2,004						

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

AT.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)	ALL	237
Designation by Description or Prescription (C2.351-C2.355)		

AT.4 RESERVED
AT.5 RESERVED

AT.6 High Stumps

Species	**Product**	**Maximum Stump Height** *(inches)*
PP	Non-Saw	12

AT.7 Roads

Name and Date of Governing Road Specifications: **N/A**

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

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

Schedule of Payment Units

Payment Unit Number	Approx. Acres	To be Paid for at Flat Rates			Unit of Measure	Total Flat Rate Payment $	Total Required Deposits For Slash Disposal $
		Species	Products	Quantity			
1	54	Douglas Fir, Ponderosa Pine, White Fir, SW White Pine	Non-Sawtimber	407	CCF		N/A
2	36	Douglas Fir, Ponderosa Pine, White Fir, SW White Pine	Non-Sawtimber	270	CCF		N/A
3	28	Douglas Fir, Ponderosa Pine, White Fir, SW White Pine	Non-Sawtimber	205	CCF		N/A
4	28	Douglas Fir, Ponderosa Pine, White Fir, SW White Pine	Non-Sawtimber	211	CCF		N/A
5	43	Douglas Fir, Ponderosa Pine, White Fir, SW White Pine	Non-Sawtimber	429	CCF		N/A
6	48	Douglas Fir, Ponderosa Pine, White Fir, SW White Pine	Non-Sawtimber	482	CCF		N/A

APPLICABLE REGIONAL CLAUSES MAY BE ADDED
UNITED STATES DEPARTMENT OF AGRICULTURE
Forest Service
TIMBER REMOVAL SPECIFICATIONS
CLAUSES FOR TREE MEASUREMENT TIMBER REMOVAL CONTRACTS
(Applicable to Contracts to be Measured Before Felling**)**

This Division is organized into Parts, Sections, Subsections, and Items. These are numbered in accordance with the following scheme: Part BTl.0, Section BTl.1, Subsection BTl.11, and Item BTl.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 AT. Wherever appropriate, Specific Conditions established in Division AT are herein cited by reference number. References to Standard Clauses also apply to Special CT Clauses with the same numbers. These clauses are applicable only to the timber removal portion of the Round 1 Stewardship Contract except where otherwise specifically referenced. “Timber” when used in this appendix includes timber and other products.

BT1.0—CONTRACT AREA

BT1.1 Contract Area Map. The boundaries of “Contract Area” and any Payment Unit 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 AT. Payment Units may be revised and additional ones may be established only by written agreement. Upon Contractor’s request, Forest Service shall subdivide Payment Units to reduce them to a size that can be logged within 60 days at Contractor’s normal rate of logging.

Where applicable, the following are also identified on Contract Area Map:
(a) Identified claims limiting Contractor’s rights under BT1.2.
(b) Payment Units where timber is to be Measured or Marked after date of contract solicitation and approximate location of sample Marked timber under BT2.4.
(c) Boundaries of Clearcutting Units, Overstory Removal Units, and Understory Removal Units under BT2.3.
(d) Diameter limits for Overstory Removal Units and Understory Removal Units under BT2.33 and BT2.34.
(e) Areas where leave trees are Marked to be left un-cut under BT2.35.
(f) Specified 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 AT under BT6.412.
(n) Skidding or yarding methods specified under BT6.42.
(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 BT or CT.

BT1.2 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.

BT2.0—TIMBER SPECIFICATIONS

BT2.1 Included Timber. "Included Timber" consists of:

BT2.11 Standard Timber. Live and dead trees and portions thereof that meet Utilization Standards under BT2.2 and are designated for cutting under BT2.3.

BT2.12 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.

BT2.13 Damaged Timber.

BT2.131 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.

BT2.132 Negligent or Willful Damage. Undesignated timber meeting Utilization Standards and unnecessarily damaged or negligently or willfully cut by Contractor, if included by Contracting Officer.

BT2.134 Minor Damage by Natural Causes. Undesignated trees within Contract Area and meeting Utilization Standards, in amounts that become insect infested, windthrown, suffer serious damage, or die, as designated by agreement**.**

BT2.14 Unintentionally Cut Timber. Trees within or immediately adjacent to Contract Area or to road construction or other authorized clearing outside Contract Area, not designated for cutting under BT2.3 but that are cut through mistake by Contractor, when included by Contracting Officer.

BT2.15 Construction Timber. Trees to be used for construction under this contract.

BT2.16 Other Material. Species or products not listed in the contract, upon written approval of Forest Service.

BT2.2 Utilization and Removal of Included Timber. "Utilization Standards" for trees and minimum pieces are stated in Division AT. To meet minimum tree specifications, trees must equal or exceed tree diameters listed in

Division A 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 all pieces that:

(a) Meet minimum piece standards in Division AT 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.

BT2.3 Timber Designations. Timber designated for cutting shall be confined to Contract Area, except as otherwise provided in BT2.131, BT2.14, BT2.15, and BT2.32. Contract Area Map indicates Payment Units, if any, where Marking under BT2.35 is to be done after contract advertisement, except for construction clearing under BT2.23, designation changes under BT2.37, 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. Such units where Measuring is to be completed after date of contract advertisement are also shown. The number of units and approximate acreage of timber designations are stated in Division AT.

BT2.31 Clearcutting Units. All trees that meet Utilization Standards within "Clearcutting Units" are designated for cutting.

BT2.32 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 Specified and 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.

BT2.321 Specified Road Clearings. Timber within the clearing limits of Specified Roads is within separate Payment Units, as shown on Contract Area Map, and the quantities are in Division AT. These Payment Units are subject to revision, as specified in BT2.37. The quantities of dead or unstable trees designated outside the clearing limits are not included in Division AT.

BT2.322 Other Authorized Clearings. Timber within authorized clearings for Temporary Roads, landings, or other construction clearings is designated for cutting. Quantities of such timber are not included in Division AT.

BT2.33 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.

BT2.34 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.

BT2.35 Individual Trees. All trees to be cut, other than in the units described in BT2.31, BT2.32, BT2.33, and BT2.34, 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.

BT2.37 Designation 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.

BT2.4 Quantity Estimate. The estimated quantities of timber by species designated for cutting under BT2.3 and expected to be cut under Utilization Standards are listed in Division AT. Estimated quantity in Division AT does not include the following:
(a) Damaged timber under BT2.13.
(b) Unintentionally cut timber under BT2.14.
(c) Construction timber under BT2.15 cut outside of Payment Units and removed from construction use for utilization by Contractor.
(d) Timber within clearing limits of Temporary Roads or other authorized clearings and that is not designated under BT2.31, BT2.33, BT2.34, or BT2.35; or
(e) Dead or unstable live trees that are sufficiently tall to reach Contractor's landings, work areas, or the roadbed of Specified Roads under BT2.32.

Estimated quantities for such timber not included in Division AT shall be determined as stated herein.

If Contract Area Map shows Payment Units where Marking or Measuring is to be completed after date of con-tract advertisement, the objective of Forest Service shall be to designate for cutting in such Payment Units sufficient timber so that Contract Area shall yield the approximate estimated quantities by species or species groups stated in Division AT. However, the estimated quantities stated in Division AT are not to be construed as guarantees or limitations of the timber quantities to be designated for cutting under the terms of this contract.

BT3.0—RATES OF PAYMENT

BT3.1 Current Contract Rates. Included Timber that is Released for Cutting 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 Division AT or B2 of the Schedule of Items. In the event contract time is adjusted, Current Contract Rates shall be continued in the same manner as immediately prior to the adjustment period.

BT3.4 Other Payment Rates.

BT3.41 Material and Quantities Not in Division AT. 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.

BT3.42 Timber Cut Through Mistake. Undesignated timber meeting Utilization Standards, cut by Contractor through mistake and included by Contracting Officer under BT2.14, shall be removed and paid for at Current Contract Rates and Required Deposits, unless such material is not listed in Division AT. In such event, Contracting Officer, in accord with standard Forest Service methods, shall establish rates to be paid.

BT3.44 Undesignated Timber Damaged Without Negligence. Undesignated timber meeting Utilization Standards, damaged without negligence by Contractor and designated by Forest Service under BT2.131, shall be cut, removed, and paid for at Current Contract Rates and Required Deposits.

BT3.45 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 under BT2.132, shall be cut, removed, and paid for at Current Contract Rates and Required Deposits that are in addition to liquidated damages under BT3.46. If such timber is of a species or size not listed in

Division AT or is of a quality different from designated timber, Contracting Officer shall establish payment rates in accord with standard Forest Service methods.

BT3.46 Liquidated Damages. Unnecessary damage to or negligent or willful cutting of undesignated timber, as described in BT3.45, 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 dam-aged or cut timber and pay for it at Current Contract Rates.

BT4.0—PAYMENTS

BT4.1 Amount Payable for Timber. Except as provided in BT3.1, Current Contract Rates and Required Deposits in effect when a Payment Unit is Released for Cutting shall be applied to the timber quantities to determine the amount Contractor shall pay. A "Payment Unit" is a portion of Contract Area established for payment purposes**.**

BT4.2 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 and road maintenance at Required Deposit rates.
(c) Stewardship Credits established; and
(e) Other charges provided in this contract.

Cash deposits and Stewardship Credits earned shall be recorded currently in such account. Charges for Payment Units Released for Cutting shall be made when Forest Service prepares and furnishes to Contractor periodic statements of quantity and value of such timber. Charges shall be made according to BT3.4 when trees are subsequently Marked or designated for cutting.

BT4.215 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.

BT6.0—OPERATIONS

BT6.3 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 required 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.
"Release for Cutting" is written authorization to Contractor to begin cutting in a Payment Unit. Upon Contractor's request for release of a Payment Unit, Forest Service shall either:

(a) Give tentative approval and bill Contractor as necessary or
(b) Reject the request, stating reasons for rejection.

When payment or payment guarantee has been confirmed, Forest Service shall issue Release for Cutting within 10 days. Contractor shall not cut timber in any Payment Unit until it is Released for Cutting.

BT6.33 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 Ser-vice 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.

BT6.341 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.

BT6.342 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.

BT6.36 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.

BT6.4 Conduct of Logging. Unless otherwise specifically provided herein, Contractor shall fell trees designated for cutting and shall remove the portions that meet Utilization Standards, as provided in BT2.2, prior to acceptance of Payment Unit for completion of logging. Forest Service may make exceptions 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:

BT6.41 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 AT. 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 Measure in percentage of gross Measure, or based on the merchantability factor, whichever is stated in Division AT. If necessary to assess extent of defect, Contractor shall make sample saw cuts or wedges.

BT6.411 Felling in Clearings. Insofar as ground conditions, tree lean, and shape of clearings permit, trees shall be felled so that their tops do not extend outside Clearcutting Units, construction clearings, and areas of regeneration cutting.

BT6.412 Stump Heights. Stumps shall not exceed, on the side adjacent to the highest ground, the maximum heights set forth in Division AT 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 AT and shall dispose of severed portions in the same manner as other logging debris. The stump heights shown in Division AT 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.

BT6.414 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 un-cut those limbs that cannot be cut with reasonable safety.

BT6.42 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.

BT6.421 Rigging. Insofar as practicable, needed rigging shall be slung on stumps or trees designated for cutting.

BT6.422 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.

BT6.433 Skidding on Roads. Products may be skidded on permanent roads authorized for hauling only by prior written agreement.

BT6.424 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.

BT6.63 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, out-slope 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.

BT6.64 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.

BT6.65 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.

BT6.66 Current Operating Areas. Where logging, road construction, or other stewardship project work is in progress but not completed, unless agreed otherwise, Contractor shall, before operations cease annually, remove

all temporary log culverts and construct temporary cross drains, drainage ditches, dips, berms, culverts, or other facilities needed to control erosion.

Such protection shall be provided, prior to end of October 31st, all disturbed, unprotected ground that is not to be disturbed further prior to end of operations each year, including roads and associated fills, tractor roads, skid trails, and fire lines. When weather permits operations during November 1st – February 28th Contractor shall keep such work on any additional disturbed areas as up to date as practicable.

BT6.67 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.

BT6.7 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 elsewhere herein and are in addition to Required Deposits for slash disposal.

BT6.8 Measuring. "Measuring" is the estimation of timber quantities using certain dimensions and applicable volume tables or formulae to determine the contents of trees or stands in a standard manner. Sampling may be on an individual tree or area basis. Examples of standard procedures are tree measurement, sample tree measurement, and area estimate. The quantity of timber designated or to be designated for cutting has been or shall be Measured, as specified in this contract

BT6.842 Product Identification. For contracts west of the 100th meridian, 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 not less than three (3) square inches in size.

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, re-moved, 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.

BT8.0—OTHER CONDITIONS

BT8.1 Title and Liability.

BT8.11 Title Passage. All right, title, and interest in and to any Included Timber shall remain in Forest Service until it has been Measured, 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 Product Payment Guarantee, shall be considered to have been paid for. Title to any Included Timber that has been Measured 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.

BT8.12 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 caused by insect or disease after felling of timber shall be borne by Contractor, unless Contractor is prevented from removing such timber for reasons by the Forest Service. 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.

BT8.5 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.

CT2.357# INDIVIDUAL TREES (LEAVE TREE MARKING) (9/15)

In payment unit(s) ALL shown on the Sale Area Map all live trees meeting minimum tree diameter specifications of AT.2 are designated for cutting except trees reserved from cutting. Trees reserved from cutting have been Marked with ORANGE paint. The boundaries of areas where leave trees are Marked are identified by Three Diagonal Slashes Facing Into Cutting Unit. Trees used for boundary designation are not to be cut.

CT5.12# – 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		
NM 130	Cox Canyon Rd / Hwy 130	MM 0	MM 17	X	Transport of large machinery such as log trucks, loaders, low-boys etc. is prohibited due to narrow lanes and tight curves. Passenger sized vehicles are allowed.

When not adequately protected from erosion by treatments such as out-sloping and cross draining or grass seeding, place lopped slash and logging debris in temporary roads, landings and skid trails.

CT6.4# - CONDUCT OF LOGGING (7/09)

Unless otherwise agreed in writing, silvicultural prescriptions and land management objectives shall be conducted and accomplished by the requirements, methods and procedures in accordance with the following table.

CT 6.4# - CONDUCT OF LOGGING	
TABLE-A	
Cutting Units	***Conduct of Logging***
ALL	Contractor shall remove Included Timber from National Forest Administered Lands within **30 Calander days** after falling, unless waived in writing from Contracting Officer.
ALL	Contractors shall equip fallers with and they shall use as necessary falling wedges and a driving tool for the purposes of controlling the direction of which the tree falls.
ALL	Trees shall be felled, insofar as safety permits, to angle base of tree in direction of skidding.
ALL	Whole trees may be skidded to the Landing.
ALL	Skid patterns shall be approved by Forest Service in advance of felling and skidding operations.
ALL	Skid Trails shall be no less than 150 feet apart, except where trails converge towards Landing or Decking locations.
ALL	An annually revised Operations Plan and Schedule shall be submitted and agreed upon in writing between Contracting Officer and Contractor.
ALL	Operator shall refrain from creating slash piles within 50ft of Roads and Trails.
ALL	Contractors' machine piling methods shall be agreed upon and approved in writing by Contracting Officer prior to Machine Piling operations begin. Agreed Machine Piling Methods shall be stated in the annually revised Operations Plan.

CT6.6 - EROSION PREVENTION AND CONTROL (5/08)

Unless waived in writing, erosion prevention and control work, required by CT6.6 shall be completed within 15 calendar days after skidding operations related to each landing are completed or after Forest Service designation on the ground of work where such designation is required hereunder. Said time limit shall be exclusive of full days lost in Contractor's Operations due to causes beyond Contractor's control. Damage resulting from Contractor's operations, due to failure to perform required work, shall be repaired by Contractor.

CT7.2 - SPECIFIC FIRE PRECAUTIONARY MEASURES (3/91)

Contractor shall provide the personnel, tools and equipment to take the following precautionary measures:

SMOKING AND LUNCH FIRE RESTRICTIONS

Contractor shall prohibit smoking and building of camp and lunch fires by persons engaged in Contractor's operations, except at established camps or in areas that Forest Service may designate. Smoking may be permitted at these designated areas only after all flammable material has been cleared to mineral soil. All fires

and smoking materials shall be completely extinguished at end of lunch or smoking period.

FIRE TOOLS

Contractor shall furnish and maintain; i.e., cutting edges sharp, handles sanded and tightly fitted, clean of rust and foreign material; fires tools to be used only for suppressing forest fires. Each logging operation shall be provided with one firefighting tool per man to equip 100 percent of the personnel engaged in Contractor's operations. Approved firefighting tools are: double-bit axe; brushhook; pulaski; McLeod; and round-pointed, size 0 or larger lady shovel. The proper tool mix will be stipulated in the Timber Sale Fire Plan. These tools are required separate from, and in addition to, the tools required in the section, "Fire Tools on Equipment," and in CT7.21 Fire Guards. Fire tools for firefighting purposes for use of personnel engaged in all phases of the logging operations shall be located in the active operating area of the sale or as stated in the fire plan.

BURNING OF REFUSE

No camp refuse of slash or other debris, such as that resulting from clearing around camps or on right-of-way, shall be burned without the written consent of the Forest Service.

SPARK ARRESTERS AND MUFFLERS

Each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard (Spark Arrester Guide) 5100-1a or the latest revision of Society of Automotive Engineers "medium size engine, SAE recommended practice J350" unless it is:

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

(b) A multi-position engine, such as on power saws purchased after 6/30/77 which must meet the performance levels set forth in the Society of Automotive Engineers "multi-positioned small engine exhaust fire ignition standard, SAE recommended practice J335B" as now or hereafter amended. Those purchased prior to the above date shall be equipped with an approved spark arrester/muffler containing a 0.023 inch mesh screen in good condition.

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

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

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

POWERSAWS

During periods of use, each powersaw operator shall have readily available for use one long-handled round-pointed shovel and one chemical-pressurized fire extinguisher of not less than 8-ounce capacity by weight.

Muffler, extinguisher, and shovel shall be maintained in good working order at all times. Any fueling or refueling of a powersaw shall be done in an area which has been cleared of material which will carry fire.

Powersaws shall be moved at least 10 feet from the place of fueling or refueling before starting.

FIRE TOOLS ON EQUIPMENT

Each internal combustion fuel carrying truck, loader, skidder, heavy truck, and tractor shall be provided with one long-handled round-pointed shovel, and one 5-pound capacity ABC dry chemical fire extinguisher. Passenger carrying vehicles, including light pickup trucks shall be equipped with one (1) long-handled round-pointed shovel and one (1) ABC chemical fire extinguisher not less than 2 1/2 pounds capacity. Shovels and fire extinguishers shall be so mounted as to be readily reached from the ground.

INSPECTION REQUIREMENTS FOR INTERNAL-COMBUSTION ENGINES

Each internal-Combustion motor vehicle or item of equipment shall be inspected and approved in advance of use by Forest Service.

Contractor shall require that all persons engaged in Contractor's operations submit all internal-combustion motors and equipment for inspection and approval prior to use in Contractor's operations on National Forest lands. Vehicles and equipment not approved for use shall be repaired to meet existing standards, reinspected, and approved by Forest Service prior to use.

BLASTING

Use of fuses in blasting shall not be permitted. A long-handled round-pointed shovel and 5-gallon backpack pump with attached handpump filled with water shall be available at all times. During periods when Fire Precaution Plan B or C is in effect, a fire guard shall remain on duty for at least one hour after blasting is finished and shall be equipped with a shovel and backpack. Blasting is prohibited under Fire Precaution Plan D - Attachment 8.

TRACTOR LIGHTS

All crawler tractors and rubber-tired skidders suitable for fire suppression work, and with power source, shall be equipped with two (2) factory type headlights and one (1) backup light, or brackets mounted for portable self-contained battery operated lights. These portable lights shall be furnished and maintained by the Contractor at a location agreed by the Forest Service.

CABLE YARDING

Tail and corner blocks shall be located to prevent cables from rubbing against trees, snags, and down logs. Areas adjacent to tail and corner blocks shall be cleared of flammable material within a 5-foot radius. One 5-gallon standard backpack water container (filled at all times and with handpump attached), one shovel, and one pulaski, shall be maintained within 10 feet of each block.

GAS AND OIL STORAGE AND SERVICE AREAS

The location of equipment service areas and gas and oil storage areas shall be approved in writing by Contracting Officer. All areas shall be cleared of brush, litter, grass or other flammable debris for a radius of 50 feet.

WELDING

An area within a 10 foot radius shall be cleared down to mineral soil before welding operations are started. Prior to welding, Contractor shall have available a round-pointed long-handled shovel, a 5-gallon backpack pump filled with water with attached hand pump, and a 5-pound fire extinguisher at each welding site. A fire guard will remain on duty for at least one (1) hour after welding is completed during periods when Fire

Precaution Plan B or C is in effect. Welding is prohibited under Fire Precaution Plan D.

CT7.21 - FIRE GUARDS (11/75)

Contractor shall designate at least one representative to train and supervise each woodsworking group of men in fire prevention, detection, and suppression. Each such representative shall be named in the fire plan.

To prevent, detect, and suppress fire, Contractor shall provide a trained fire guard at each operating area where power-driven equipment has been operated during the day. The fire guards shall constantly perform their duties during operating hours and for three (3) hours after the woods work stops for the day, when the Fire Precaution Plan is Plan B, C, or D as described in Attachment 8.

Fire guard service on one operating area shall satisfy the requirements on adjacent areas if the travel time with available transportation is not in excess of ten (10) minutes to any of the other areas requiring such service.

Each fire guard shall be physically able, vigilant, and trained to prevent, detect, and report any fires and to promptly and efficiently take suppression action with available required firefighting equipment and men on any fire that starts on Sale Area. Each fire guard shall be equipped with a vehicle and a fire tool cache consisting of a cache box, 2 four-to-five gallon backpack pumps filled with water, 2 size 0 shovels, 2 Pulaskis, and 2 McLeod tools maintained in serviceable condition.

CT8.66# – USE OF TIMBER (Option 1) (9/04)

(a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, *et seq.*).

(b) Except for 1/ **N/A** determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Contractor or any person as defined in the Act (16 USC 620e).

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

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

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

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

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

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

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

(i) Identify the Federal origin of the timber.

(ii) Specify domestic processing for the timber involved.

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

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

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

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

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

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