

Deadwood Stewardship

CONTRACT NUMBER
REGISTRATION NUMBER

1. This Contract is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Forestry and Fire Protection

CONTRACTOR'S NAME

2. The term of this Contract is: Upon Approval through October 31, 2023



3. The maximum amount of this Contract is: \$0.00 - **Update after award**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Contract:

Exhibit A – Timber Sale Contract	50 page(s)
Request for Proposal	20 pages
Appendix A – Service Work Technical Specifications	7 page(s)
Attachment 1 – Map	1 page(s)
Attachment 2 – Additional Project Design Features	7 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Contract as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		Exempt per: _____
AGENCY NAME		
Department of Forestry and Fire Protection		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		

**EXHIBIT A
(Scope of Work)**

Scope of Work

1. The State of California, Department of Forestry and Fire Protection (CAL FIRE) hereinafter called the STATE agrees to sell to [Contractor name] of [address], hereinafter called the CONTRACTOR and the CONTRACTOR agrees to purchase from the STATE, all the live timber designated for cutting as described in this Contract, and merchantable as hereinafter defined at the rate and in strict conformity with the requirements and conditions hereinafter set forth for sawlogs and other merchantable material; the CONTRACTOR further agrees to do other work as hereinspecified.
2. Shasta Valley Resource Conservation District (SVRCD) will act on behalf of the STATE.

CONTRACTOR shall provide all materials, labor, equipment, tools, permits, taxes and fees described herein and in strict conformity with the requirements and conditions hereinafter set forth for sawlogs and other merchantable material.

3. Timber Sale Location.

All live timber designated for cutting by CAL FIRE and merchantable as hereinafter defined, on an area of about 382 acres, designated on the ground by the STATE's assigned Timber Sale Officer prior to cutting in parts of the Township 46 North, Range 8 West, Sections 22, 23, 24, 25, 26, 36; Township 45 North, Range 8 West, Section 1-8; Township 46 North, Range 7 West, Sections 30, and 31; Mt. Diablo Meridian and as designated on the attached map (Attachment 1) which hereby is made part of this Contract.

Description of Work – The Craggy Vegetation Management Project is located on the Scott River Ranger District of the Klamath National Forest encompassing the area indicated on the Sale Area Map. The Deadwood Stewardship Timber Sale Contract is a part of the larger Craggy Vegetation Management Project. Restoration objectives for the project area are summarized as follows:

- Improve fire resiliency on National Forest System land by reducing fuels and stand density within strategic areas and within the wildland urban interface (WUI) on National Forest lands. Increase defensibility to wildfire to the nearby communities of Yreka and Hawkinsville, California. Reduce fuels within designated State of California Tier 2 High Hazard Zone.
- Improve forest health by reducing stand density to increase stand resistance to insects, disease, and high intensity fires. Improve fire resiliency for late-successional habitat and dependent species.
- Improve soil and aquatic conditions – Provide for soil and riparian function and productivity. Provide timely soil erosion control measures and restorative work.
- Utilize Timber or other products – Provide wood resource to forest product industry.
- Improve Road Management – Provide reconstruction and maintenance on legacy road sediment source sites within the Forest transportation system roads.

To accomplish these objectives, the contract includes the following components: stand cleaning/thinning, fuels reduction piling and/or decking, timber or other products removal, erosion mitigations, and road work.

4. Sale Harvest Boundary.

The boundaries of the sale area are depicted on the attached map (GIS shapefiles can be provided upon request) and have been examined by the CONTRACTOR. All trees marked or described for cutting, whether merchantable or not, shall be felled by the CONTRACTOR, unless specifically reviewed and waived by the Timber Sale Officer. No dead standing conifer trees or hardwood trees shall be felled except as provided for elsewhere in this Contract. The CONTRACTOR agrees to log the merchantable conifer and hardwood timber designated for cutting as described in this Contract. The STATE does not guarantee the amount of timber designated in the estimate. Where applicable, the following are also identified on the Sale Area Map:

- (a) Identified claims limiting Contractor's rights;
- (b) Boundaries of cutting units;
- (c) Areas where leave trees are marked to be left uncut;
- (d) Roads listed
- (e) Sources of base course, rock riprap and surface rock;
- (f) Roads where log hauling is prohibited or restricted;

**EXHIBIT A
(Scope of Work)**

- (g) Roads and trails to be kept open;
- (h) Improvements to be protected;
- (i) Locations of known historical sites;
- (j) Maximum stump heights when more than one height is listed by areas;
- (k) Skidding or yarding methods specified;
- (l) Streamcourses to be protected;
- (m) Other features required; and
- (n) Boundaries of stewardship work activities.

5. Specifications.

Specifications for each Service Activity individually described by an item number can be found in Appendix A. Timber removal specifications can be found in Section 15 and 16 of this Contract. Road Maintenance plans and specifications can be found in Section 18 of this Contract.

6. Good Faith Performance.

By having submitted his or her bid and entering into this Contract, the CONTRACTOR hereby declares the intention to timely harvest and removal of the timber designated for cutting within the harvest area described herein.

- a. This contract includes work to be done as mitigation for the effects of timber operations. This work can include activities in direct mitigation, off site mitigation, or compensation for the impacts of timber operations. In addition to the terms of this Timber Sale Contract, the project design features stated in Attachment 2 will be required to be met by the Contractor during all operations under this Timber Sale Contract. Project Design Features are designed to ensure that timber operations and associated service work do not result in significant effects on the environment.
- b. The merchantable species and estimated net merchantable amount are as follows:

**EXHIBIT A
 (Scope of Work)**

SPECIES	PRODUCT	QUANTITY	UNIT OF MEASURE	MINIMUM ACCEPTABLE OFFER	OFFER (FLAT)	TOTAL OFFER
*CS	Sawtimber	7,700	TON	N/A	\$	\$ 0
Timber Subject to Agreement						
*CS	Sawtimber	Unestimated	TON	N/A	\$	\$ 0
*CS	Grn Bio Cv	Unestimated	TON	N/A	\$	\$ 0
Total – All Products						\$ 0
* These schedules are for timber reporting purposes. Mandatory work activities should include scaling of timber removed (stewardship goods for services shall cover the value of the timber to Contractor)						

- c. All timber removed by reason of this sale shall be 100 percent weight scaled sale by the ton by a recognized, independent, third party scaling organization at the CONTRACTOR's expense. Additional provisions governing scaling appear elsewhere in this Contract.

7. Scheduling

a. PRODUCTION RATE/PAYMENT SCHEDULE

Unless written extension of time is granted by the Director of Forestry and Fire Protection, all merchantable timber designated for cutting shall be felled and reported on or before June 30, 2023. This date may be extended or the required volume may be adjusted mutually by the STATE and the CONTRACTOR due to unforeseen circumstances. All merchantable timber designated for cutting must be removed, and all other timber operations must be completed by September 30, 2023. This Contract shall terminate on October 31, 2023, by which date all requirements of the Contract must be completed.

The STATE may grant an extension of operating time to complete operations on terms and conditions as may be specified by the STATE. No extension of the specified payment schedule shall be granted unless the CONTRACTOR pays, in advance, an interest payment on the outstanding timber value owed the STATE under the contract. Interest shall be payable at 0.47 percent per annum, prorated for the term of the extension. The "outstanding timber value" shall be the original contract timber value established by cruise estimate, or specified portion thereof, less the sum of payments received by the STATE as of the applicable designated payment date. Upon completion of harvesting operations, the STATE shall recalculate the interest due based upon the actual value of timber removed and the actual monthly unpaid balance during the term of the extension and adjust the final payment accordingly. Operating time extensions granted under this provision shall not alter any scheduled progress payments required above. Operating time extensions shall not be granted if said scheduled progress payments have not been received by the STATE, or if any other contractual requirements have not been met by the CONTRACTOR.

Once timber harvesting operations have commenced, the CONTRACTOR agrees to continue operations at a normal production level until all contractual provisions are completed unless shutdowns are required by wet soil conditions, hazardous fire conditions, or are otherwise approved by the Timber Sale Officer.

b. PRIOR APPROVAL FOR CONDUCTING BUSINESS ON WEEKENDS/HOLIDAYS

The CONTRACTOR shall notify and obtain approval from the STATE in advance on each occasion of conducting timber operations in the sale area on weekends or State and holidays. No Hauling on National Forest roads shall occur on the following weekends during the recreation season: Memorial Day weekend, July 4th weekend, and Labor Day weekend.

**EXHIBIT A
 (Scope of Work)**

8. The Project Representatives during the term of this Contract will be:

State Representative: Shasta Valley Resource Conservation District	Contractor:
Name: Dan Blessing, Forester	Name:
Phone: 805-458-2684	Phone:
Fax:	Fax:
Email: dblessing@svrcd.org	Email:

Direct all inquiries to:

State Representative: Shasta Valley Resource Conservation District	Contractor:
Section/Unit: Business Services – Acquisition Unit	Section/Unit:
Attention: Dan Blessing, Forester	Attention:
Address: 215 Executive Court Suite A, Yreka, Ca	Address:
Phone: 805-458-2684	Phone:
Fax:	Fax:
Email: dblessing@svrcd.org	Email:

9. Contractor's Representative Availability.

At all times, when construction or logging operations are in progress, the CONTRACTOR shall have a representative readily available to the area of such operations, who shall be authorized to receive, on behalf of the CONTRACTOR, any notices and instructions given by the STATE in regard to performance under this Contract, and to take such action thereon as is required by the terms of this Contract.

10. Contract Amendment.

a. Extensions.

CONTRACTOR is obligated to satisfactorily complete the work on or before the contract's expiration date. If the work called for under the contract is not completed within the time specified, CAL FIRE shall have the right to extend this Contract for 1 year by amendment at the same terms, conditions and cost or not extend the time limit for its completion as may best serve the interest of the State.

b. Services Quantity.

The Contract may be amended to increase or decrease services at the rate(s) specified in Section B of the Request for Proposal.

c. Changes.

i. If any conflict arises between provisions of the plans, specifications, scope of work, and any such law, then the CONTRACTOR shall notify the STATE at once.

EXHIBIT A
(Scope of Work)

- ii. Whenever the necessity for a change arises either at the request of the Contractor or at the request of the State, either party shall prepare a full and completely detailed estimate of cost and time for the change at the direction of the State.
- iii. Changes in the work made necessary due to unexpected or unforeseen site conditions, discovery of errors in plans, specifications, or scope of work requiring immediate clarification in order to avoid a serious work stoppage, or changes of a kind where the extent cannot be determined until completed are types of emergency changes which may be authorized by the STATE.

11. Domestic Processing of Timber.

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

- a. Except for _____NONE_____ determined pursuant to public hearing to be surplus, unprocessed timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber
- b. 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
- d. Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use;
- e. Lumber, construction timbers, or cants intended for remanufacturing not meeting standards defined in the Act (16 USC 620e); and
- f. Aspen or other pulpwood bolts exceeding 100 inches in length.
- g. Unless otherwise agreed in writing, unprocessed timber shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export.
- h. Prior to award, during the life of this contract, and for a period of 3 years from Termination Date, Contractor shall furnish to STATE, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Contractor or affiliates.
- i. Prior to delivering unprocessed 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).
- h. No later than 10 days following the execution of any such agreement between Contractor and another party, Contractor shall furnish to STATE 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 timber.
- i. Upon request, all records dealing with origin and disposition of timber shall be made available to STATE.
- j. For breach of this Section, STATE 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 STATE under this Section, STATE will not be liable for any Claim submitted by Contractor relating to the termination.

12. Log Branding and Load Receipts.

The Contractor as required by the Timber Sale Officer shall identify all timber by making a mark with a brand provided by the U.S. Forest Service in a conspicuous place on each log by hammer branding and painting a 3 square inch in size spot of highway yellow paint prior to removal from the sale area on either end of all logs with a diameter (inside bark) equal to or greater than 10". No logs require brands or paint on both ends. For loads composed entirely of logs less than 10" diameter, paint the assigned sale brand on each side of load. Painted brand shall be at least 3 feet by 3 feet in highway yellow paint. Paint the brand with the same assigned brand characters and configuration. Paint the three largest logs on the rear end of the load with the assigned brand. Paint other than bunk logs near the bottom and middle of load.

**EXHIBIT A
(Scope of Work)**

The STATE shall provide the Contractor with a sufficient supply of U.S. Forest Service load receipts to identify each load of forest products removed. Contractor shall follow the following Load Permit process.

- A. At time of issue:
1. Issue all permits in sequence by permit number.
 2. A Designated individual named in writing shall completely fill out all permits in ink and remove the area within the circle for date and time (use a hole punch) on the Scaler Permit. The designation and scaling location may be abbreviated when approved by the Forest Service.
 3. Before leaving the loading area, the truck driver shall sign a legal signature in ink at the appropriate place on the Woods Permit.
 4. Before leaving the loading area, detach the Load and Scaler permit from the permit book and staple them to the bunk or wing log at the front of the load on the driver's side using construction type staples with 3/8-1/2 inch legs. Staples shall be placed where you find the word STAPLE on permits.
- B. Trucker and Contractor Permit are for Contractor Use.
- C. Definitions:
1. Destination is the location where the truck will be unloaded.
 2. Scaling Location is the U.S. Forest Service approved location where the load is required to be scaled.
- D. Truck-Trailer "mule train" loads shall require a load and Scaler Permit to be attached to the front of load, driver's side.
- E. Product Removal Permit Books shall be returned to the STATE when all Load Permits and Scaler Permits have been used, at sale completion, during seasonal shutdown, and upon request by the Timber Sale Officer.

Contractor shall furnish a map showing the route of haul over which unscaled products will be transported from Sale Area to the approved Scaling location. Such route of haul shall be the shortest, most economical haul route available between the points.

Upon advance written agreement, other routes may be approved. All unscaled products removed from Sale Area shall be transported over the designated routes of haul. Contractor shall notify STATE when a load of products, after leaving Sale Area, will be delayed for more than 12 hours in reaching Scaling location.

Contractor shall require truck drivers to stop, if requested by STATE, for the following reasons:

- For accountability checks when products are in transit from Sale Area to the designated Scaling location or
- For a remote check Scale when products are in transit after being truck Scaled at the designated Scaling location.

Contractor and STATE shall agree to locations for accountability checks. Such locations shall be established only in areas where it is safe to stop trucks.

STATE shall notify Contractor of the methods to be used to alert truck drivers of an impending stop.

**EXHIBIT A
 (Scope of Work)**

13. General Utilization Standards.

The minimum log dimensions for utilization purposes are defined in the table below:

Volume Estimate and Utilization Standards				Minimum Specifications				
Species Group	Product	Estimated Quantity *	Unit of Measure	Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	*Merch Factor
Combined Softwood	Sawtimber	7,700.00	TON	10.0	1	10.0	6	25%
Timber Subject to Agreement								
Combined Softwoods	Sawtimber	Un-estimated	TON	10.0	1	10.0	N/A	25%
Combined Softwoods	Grn Bio Cv	Un-estimated	TON	3.0	1	6.0	N/A	0%
Total Quantity		7,700.00						

*Merch Factor is defined as having a minimum of 25% sound material.....

14. Scaling Specifications.

The forest products made and all timber removed by reason of this sale shall be scaled by a log scaler certified by a recognized scaling organization agreeable to the STATE. Logs will be scaled as presented and results of said scales shall be conclusive and binding upon the Contractor and the STATE unless otherwise contested through check scale procedures. Procedures required by the STATE for implementation of certified log scaler scale shall be as follows:

Weighing Services. Weighing services for stumpage reporting purposes may be provided by either public or privately owned and operated weighing facilities. A "Weighing Services Agreement," approved by the STATE, must be executed at each weighing facility providing weighing services. Scales used to weigh National Forest products for reporting 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. STATE may waive electronic printing for public or third party weighing facilities.
- Contractor shall bear all charges or fees for weighing services.

15. Utilization Standards and Practices.

EXHIBIT A
(Scope of Work)

The Contractor agrees to the following utilization standards and practices:

- a. Only that merchantable downed timber that is designated by the Timber Sale Officer shall be removed, and it shall be scaled the same as timber felled under this Contract. Other downed timber, whether merchantable or not, shall be left in place, except where it occurs within the clearing limits for construction of truck roads and landings. Snags, whether merchantable or not, shall be left standing unless they must be felled for road or landing construction, for cable corridors, for safety reasons, or for fire protection purposes as designated or by the Sale Officer.
- b. Stumps shall be cut as low as possible and in no case shall be over 12 inches on the uphill side except where more height is needed to save timber or insure safe working conditions. Stumps which are not cut in accordance herewith and which should have been so cut in the judgment of the Timber Sale Officer shall, at the STATE's option, be either recut to 12 inches or less, or paid for at the rate of \$15.00 each. Such payments shall be regarded as liquidated damages in view of the difficulty of determining the actual damage to the STATE through wastage of the quantity and quality of the material involved.
- c. All merchantable conifer trees felled by the Contractor shall be utilized to the fullest extent practicable, and at least to a top diameter inside bark of six inches. Maximum log length, including trim, shall be 41 feet unless longer lengths are approved in writing by the STATE.
- d. The Contractor shall make every effort to conduct the felling operations to prevent careless or unnecessary breakage of timber. All trees designated for cutting shall be felled within the timber harvesting plan boundaries to the fullest extent practicable, considering locations of streamcourse, felling damage, yarding method, and damage to leave trees. No trees shall be felled across the National Forest property line. When topography, lean of tree, regeneration and residual timber, location of roads, landings, watercourses, utility lines and buildings permit, all trees shall be felled in line with skidding direction. Gulch bottoms and other areas of heavy stands of timber as designated by the Timber Sale Officer shall be felled and logged in two or more stages in order to minimize blocked layouts and breakage.
- e. Cable tree-pulling methods shall be used where needed to prevent unnecessary breakage to all trees having volumes in excess of 1,500 board feet, to prevent felling of trees into or across watercourses, or to control felling direction near utility lines, public roads and property lines. Where poor volume recovery is expected because of anticipated breakage, the Timber Sale Officer may specify that individual trees otherwise designated for cutting shall be left standing.
- f. All fallers shall be equipped with falling wedges at all times. Fallers working in the streamcourse shall have ready access to and be knowledgeable in the use of tree-falling jacks and shall use them as necessary to direct the fall of trees away from watercourses.
- g. Timber wasted in tops, timber wasted by careless or improper bucking, timber broken in careless felling, and any timber merchantable according to the terms of this Contract which is cut and not removed from any portion of the cutting area when operations on such portions are completed, or before this Contract expires or is otherwise terminated, unless such wastage or nonremoval involves small amounts, and in the judgment of the Timber Sale Officer, is justified by existing conditions, shall be paid for at double the stumpage price in this Contract. The amounts herein specified shall be regarded as liquidated damages as it will be impractical or extremely difficult to fix the actual damage.
- h. All right, title, and interest in and to any included timber shall remain in U.S. Forest Service with the STATE acting on behalf of the U.S. Forest Service under this Good Neighbor Authority contract, until it has been cut, Scaled, removed from Sale Area or other authorized cutting area, at which time title shall vest in Contractor. Title to any included timber that has been cut, Scaled, but not removed from sale area or other authorized cutting area by Contractor on or prior to termination date, shall remain in U.S. Forest Service.
- i. Cull logs or conifer species not merchantable as defined in the Contract, removed in separate truck loads from the sale area at the request of the Contractor and with the prior written approval of the STATE, shall

**EXHIBIT A
 (Scope of Work)**

be reported by the Contractor at the scaling option set forth in Section B of the Request for Proposal: B.2.1 MANDATORY WORK ACTIVITIES: Item 2A. "Payment Schedule".

j.
 16. Operations on Deadwood Stewardship Sale Area

- a. The Contractor shall perform this contract according to the following restrictions. Additional restrictions may also be found throughout this Timber Sale Contract.

Contract Item or Area Description	Description of Restriction
Sale Area	No hauling on Forest Service Roads during the following holidays including weekends: July 4 th , Memorial Day, and Labor Day

- b. Operating conditions and specifications shall be modified as required to comply with changes in the legal status of, or in the laws pertaining to protection measures for, any species under the federal Endangered Species Act. Such modifications shall be agreed upon mutually by the STATE and the Contractor.
- c. Timber operations required under CONTRACT shall be conducted by a Licensed Timber Operator (LTO). On completion of timber operations satisfactory to the Timber Sale Officer on that portion of the sale area for which each LTO is responsible, the LTO shall certify by letter to the STATE that all operations are complete and that they comply with the Timber Sale Contract. The STATE may prepare annual partial completion reports when it is in the STATE's interest to do so.
- d. The following shall be required:
 - i. A pre-work conference to be attended by representatives of the STATE, the CONTRACTOR, and all timber operations LTO's and subcontractors is required before any timber harvesting activities may begin. A detailed logging plan for the sale area shall be prepared and submitted by the CONTRACTOR to the Timber Sale Officer for approval at least two working days prior to the pre-work conference. The logging plan shall include the locations of any proposed new landings and roads; a schedule of road re-construction, road maintenance, felling, logging, slash treatment, service work, and other operations within the sale area; and the number, types and special requirements of the equipment to be used in the sale area.
 - ii. Also required are pre-work conferences for any other projects associated with this Contract, with attendance by representatives of the STATE, the CONTRACTOR, and all project subcontractors. The CONTRACTOR is responsible for ensuring that all contractors are provided with relevant portions of any applicable documents including the Timber Sale Contract, and permits from other agencies.
 - iii. The CONTRACTOR shall notify the Timber Sale Officer of any changes in the numbers or types of logging equipment or personnel assigned to the sale area that may affect productivity.
 - iv. All logging operations shall be in an efficient, orderly, and progressive manner, unless otherwise approved by the Timber Sale Officer. The STATE may designate the sequence in which the units are to be logged.
 - v. Any method of yarding not specified on the sale area map shall be approved by the Timber Sale Officer, and under such conditions and restrictions as may be required. Equipment used for skidding logs shall be equipped with winches and fair-leads. All yarding or skidding other than endlining requires one end suspension.

**EXHIBIT A
 (Scope of Work)**

- vi. The locations of all existing skid trails to be reused and new skid trails to be constructed shall be flagged in pink flagging by the LTO at least two weeks prior to their intended use, failure to do so by the LTO may result in unnecessary delay in harvesting. Timber Sale Officer will be notified when an area has been flagged for skid trails and landings and location approval by the Timber Sale Officer is required prior to use. Heavy equipment shall not be operated within cable areas, equipment exclusion zones, or equipment limitation zones unless their use is in compliance with the Timber Sale Contract and approved by the Sale Officer.
- vii. The width of tractors or other equipment used for skidding purposes shall not exceed 12 feet without written permission of the Sale Officer. Rubber-tired equipment shall not be operated off of approved skid trails and truck roads.
- viii. Within units specified for mechanical harvesting the Contractor shall cut Included Timber using equipment with a boom having an operating radius of at least 25 feet for bunching trees, capable of severing, lowering and placing trees up to 24 inches diameter at stump height on the ground prior to skidding. Such equipment must be capable of operating on slopes up to 35%. Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources from unnecessary damage. Trees which exceed capability of specified equipment may be felled by hand using chainsaws.
- ix. Minimum distance permitted between new skid trails will be 120 feet measured along the surface of the ground unless specifically waived in each case by the Sale Officer.
- x. Tractors shall not be used to forward logs on well-established truck roads (bed and grade established) unless specifically approved by the Timber Sale Officer.
- xi. Erosion prevention and control work, including Streamcourse protection, shall be completed within 15 calendar days after skidding operations related to each landing are substantially completed or after STATE designation on the ground of work where such designation is required hereunder. Such on the ground designation shall be done as promptly as feasible unless it is agreed that the location of such work can be established without marking on the ground. After September 15 and as long thereafter as operations continue the work shall be done as promptly as practicable. Damage resulting from Contractor's Operations due to failure to perform required work shall be repaired by Contractor.

Unless otherwise agreed in writing, any hay, straw, or mulch used in this contract shall be State of California certified weed free.

The erosion hazard rating for this sale ranges from low to high and the following table shall be used to determine waterbar spacing. Unit specific erosion hazard ratings will be provided.

EROSION HAZARD RATING CHART

SKID TRAIL % SLOPE	LOW EROSION HAZARD RATING (FEET)	MEDIUM EROSION HAZARD RATING (FEET)	HIGH EROSION HAZARD RATING (FEET)
10 - 14	200	175	150
15 – 20	150	120	90
21 – 40	90	70	50
41 - 60	50	40	25

EXHIBIT A
(Scope of Work)

- xii. The Timber Sale Officer may suspend timber operations in whole or in part when environmental damage may result from the operation of equipment in logging or hauling the timber included in this Contract. Operations shall not resume until approval is given by the Timber Sale Officer.
 - xiii. No unnecessary damage shall be done to regeneration, hardwoods, and leave trees. To the greatest extent feasible, leave trees greater than 10 inches DBH shall not have bark torn back from the bole of the tree by log skidding equipment, whether by ground-based or skyline yarding equipment. Leave trees damaged in logging as described below shall be cut and paid for, if so required by the Timber Sale Officer. A damaged tree is described for ponderosa pine, sugar pine, Douglas-fir, lodgepole pine and incense cedar is 50% or more bole damage and white fir and red fir is 25% or more bole damage. Trees specifically marked for leave, and all unmarked trees in watercourse and lake protection zones, shall be protected to the fullest extent feasible.
 - xiv. Each merchantable tree that is conventionally felled shall be bucked to the following specifications: For whole tree yarding, trees smaller than 21 DBH shall be skidded to the landing prior to limbing, bucking and lopping. Trees larger than 21 DBH shall be bucked into two or more pieces with the butt portion being no larger than 41' prior to skidding. The butt log shall be limbed prior to skidding.
- e. Slash Treatment
- i. Contractor shall pile, scatter, yard, construct firelines or otherwise treat slash defined in specifications below, within designated areas. Work required of Contractor shall be in accordance with the following slash plan and specifications, and the Sale Area Map.
 - ii. All vegetative debris associated with road re-construction such as unutilized timber, brush and grubbed stumps is Construction Slash. Measures to be taken by Contractor for treatment of Construction Slash are set forth in the attached road re-construction specifications and in the attached slash treatment specifications.
 - iii. Vegetative debris larger than 1 inch in diameter outside bark and 3 feet long resulting from Contractors Operations, other than Construction Slash, is Logging Slash. Measures to be taken by Contractor for treatment of Logging Slash are set forth below unless otherwise agreed in writing.
 - iv. STATE and Contractor shall jointly develop a schedule for completion of slash treatment on the various portions of Project Area prior to Contractor's Operations.
 - v. Removing may be substituted for treatment of any other specified method.
 - vi. By agreement in writing, certain slash may be left for fuelwood. When the specified treatment is by a combination of methods, Logging Slash not treated by one of the methods shall be treated by the other(s).
 - vii. See the slash treatment specification table below.

**EXHIBIT A
 (Scope of Work)**

SPECIFICATIONS PURSUANT TO SLASH TREATMENT

Specified slash treatment methods shall be shown on Sale Area Map or listed in the following tables by the following symbols:

Slash Treatment Methods

<u>Symbol</u>	<u>Method</u>	<u>Definition</u>
Deck	"Decking" large material	Logging Slash 6 inches or larger in large end d.o.b. and 10 feet or more in length shall be Decked for disposal by STATE by piling pieces parallel to each other.
Mach	"Machine Piling"	Concentrations of Logging Slash, excluding scattered individual pieces, shall be Machine Piled by tractor equipped with brush rake for disposal by STATE.
Pile	"Piling" small material	Logging Slash smaller than 6 inches in large end d.o.b. and 10 feet long shall be hand Piled for disposal by STATE.
Fell	"Damaged Small Tress"	Unless treated under other provisions, all trees smaller than the minimum d.b.h. (10 inches) over 5 feet in height, and damaged beyond recovery by Contractor's Operations shall be felled. Such trees shall be limbed to a stem diameter outside bark of approximately 3 inches, at which point the top shall be cut from the remainder of the stem, and shall be bucked into lengths not exceeding 20 feet.
Stack	"Stacking" small material	Logging slash 8 inches or smaller in large end d.o.b. and 10 feet or more in length shall be delimbed and stacked for disposal by STATE by piling pieces parallel to each other

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

UNIT AND SUBDIVISION.SLASH TREATMENT SPECIFICATIONS.

**EXHIBIT A
 (Scope of Work)**

SLASH TREATMENT		
Subdivision or Unit No	Specified Method	Prohibited Method
21T	PILE	
18T, 22T, 57T	DECK, MACH	

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

SLASH TREATMENT			
	Subdivision or Unit No.	Specified Method	Maximum Height of Decks
<u>Landings</u>	All Units	MACH, DECK	10

TREATMENT ALONG PERMANENT ROADS Permanent roads that require roadside slash treatment are listed in the attached table and shown on Sale Area Map. All Logging and Construction Slash within Required Disposal Strips shall be treated by Contractor. "Required Disposal Strips" are those areas adjacent to permanent roads where slash treatment is required for resource objectives. The width of Required Disposal Strips is shown in the attached table and is measured in slope distance from Roadbed edges of permanent roads. By agreement, in Clearcutting Units and regeneration units slash from Required Disposal Strips may be treated with other Logging Slash. By agreement the location of Required Disposal Strips may be adjusted from side to side without materially changing the total work required.

Slash treatment in Required Disposal Strips shall be accomplished without affecting the proper functioning of channels leading to and from drainage structures.

Logging Slash larger than treatment size requirements of the specified method shall either be Scattered outside Required Disposal Strip, within Required Disposal Strip or Decked at agreed locations as shown in the attached table.

SLASH TREATMENT				
Road No.	Subdivision and/ or Unit No. or Road Junctions (From To)	Width of Required Disposal Strip	Specified Method	Slash Larger Than Treatment Size Requirements of Specified Method
N/A				

- f. Section corners, quarter section corners, meander posts and bench marks shall not be destroyed, defaced or removed to another place, nor shall any witness trees be cut or scarred. Should corners, meander posts or bench marks be accidentally destroyed, the CONTRACTOR shall be responsible for

**EXHIBIT A
(Scope of Work)**

their replacement by a licensed land surveyor, and all notes, plates or records shall be delivered to the STATE for its approval and files.

- g. Timber to be harvested in the area designated for cable logging on the attached timber sale map (Exhibit A, Attachment 2) shall be yarded using a standing, live or running skyline or SYYS system which meets the following requirements:
- i. Holds the skyline carriage stationary until logs are yarded laterally to the skyline corridor.
 - ii. Can yard laterally a distance of at least 75 feet perpendicular to the skyline corridor.
 - iii. Supports logs clear of the ground as the carriage moves along the skyline when logs are above streamcourse' s (perennial streams) to avoid unnecessary damage to riparian soil and vegetation.
 - iv. Is capable of yarding for a slope distance of approximately 1,000 feet from the landing, and which can reach a slope distance of approximately 1,200 feet to the tailhold.
 - v. Can be used to pull trees against their lean.
 - vi. The practice of tight-lining to move yarder lines to their next position shall not be used.
 - vii. The locations of all cable corridors shall be flagged pink flagging and mapped by the LTO for approval by the Timber Sale Officer prior to rigging. The distance between corridors shall not be less than 150 feet at the back of the cable road without approval of the Timber Sale Officer. Specific approval from the Timber Sale Officer is required for backside yarding across any designated watercourse.
 - viii. Except in the streamcourse, unmarked trees within approved yarder cable corridors may be felled within 6 feet of the centerline of the entire corridor from the yarder location to the tailhold, or wider if approved in advance in each case by the Sale Officer. Within the streamcourse, only those trees which directly interfere with the movement and safe operation of yarding cables may be cut. Trees may not be cut within a perennial watercourse. The Timber Sale Officer may specify that such corridor trees felled within the streamcourse be left on the ground, and if provided for in the Timber Sale Contract, that they be felled towards or across the watercourse. Trees leaning into or over the corridor may be felled only if they jeopardize the safety of the operation. Those trees and trees pulled over during cable logging operations shall be designated by the Timber Sale Officer and bucked to log lengths, with the roots and tops removed before yarding.
 - ix. All rigging shall be slung on stumps as far as practical. With the advance approval of the Sale Officer, leave trees may be used as spar trees or felled to provide suitable stumps for rigging purposes, provided that the merchantable timber in such trees shall be paid for by the CONTRACTOR in full at the rate set forth in Section 1. Spar trees shall be felled following their use as spar trees except where not required by the Sale Officer. With advance approval, the CONTRACTOR may utilize fabric straps on standing trees in lieu of cable straps for tail hold, guy anchor, or spar tree rigging, where such use of standing trees is in compliance with applicable safety regulations.
 - x. The CONTRACTOR may be required to rig tail trees or lift trees to overcome difficult deflection situations.
 - xi. Any use of tractors in the area designated for skyline yarding shall have prior written approval by the Timber Sale Officer.
- h. The CONTRACTOR and CONTRACTOR's LTO's and subcontractors may post temporary signs in order to display on-site messages (e.g. haul route mile posts, CB channel, etc.). Signs shall be removed once their function is completed, and in all cases before the term of this Contract. No messages are to be painted on any tree, rock, stump, or other permanent feature.

**EXHIBIT A
(Scope of Work)**

- i. Unless otherwise agreed in writing, when CONTRACTORs operations are in progress adjacent to or on U.S. Forest Service controlled roads and trails open to public travel, CONTRACTOR shall furnish, install, and maintain all temporary traffic control that provide the user with adequate warning of hazardous or potentially hazardous conditions associated with CONTRACTORs operations. CONTRACTOR and STATE 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, Sale Area Map, Traffic Control Plan, or in specifications attached.
- j. Any flagging used by the CONTRACTOR in the sale are shall correspond to the following table of flagging colors in this Timber Sale Contract:

Flagging Color	Designation
Solid Blue and White	Timber harvest boundaries
Orange and White Stripe	Control Area
Blue and White Stripe	Streamcourse
White and Red Polk Dotted	Wildlife Protection Area
Orange and Black Stripe	Non-Commercial Thinning Boundaries
Skid Trails	Pink
Cable Corridors	Pink

- k. At any time that cable lines cross any Forest road, including roads within the sale area, the CONTRACTOR shall place warning signs to notify traffic of the location of the lines, and shall block the road or shall have a person stationed on the road to control traffic when lines are being raised or lowered, or when cable road changes are being made. As directed by the Timber Sale Officer, when such roads might be used by other than the CONTRACTOR or the Sale Officer, the CONTRACTOR shall either block the road from both sides or provide a flag- person for traffic control.
- l. The CONTRACTOR'S shall be responsible for maintenance of erosion controls on all skid trails and truck roads used by that LTO until the work completion report has been approved by the Timber Sale Officer. 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.
- m. As called for by Timber Sale Contract within Streamcourses, the CONTRACTOR shall provide and apply seed and certified weed free straw or slash mulch for erosion control purposes. In addition, bare soil associated with equipment disturbance within and Streamcourses that exceed 100 square feet are to be mulched to achieve at least 95% coverage to a minimum depth of four inches.
- n. The CONTRACTOR shall provide and use trash cans for papers, cans, oil filters and other debris. Broken chokers, wire rope and other debris shall be removed and all trash shall be disposed of at a public disposal facility.
- o. Within 100 feet of any truck road or log landing, human waste shall be buried immediately at a depth of at least 12 inches. Human waste shall not be deposited within any streamcourse.
- p. Protection Measures Needed for Plants Animals, Cultural Resources, and Cave Resources

**EXHIBIT A
 (Scope of Work)**

- i. Areas, known by STATE prior to contract solicitation, needing special measures for the protection of plants, animals, cultural resources, and/or cave resources are shown on Sale Area Map and/or identified on the ground, and shall be treated as follows:
- ii. Unless agreed otherwise, wheeled or track laying equipment shall not be operated in areas identified as needing special measures except on roads, landings, tractor roads, or skid trails. Contractor may be required to backblade skid trails and other ground disturbed by Contractor's Operations within such areas in lieu of cross ditching.
- iii. Unless agreed otherwise, trees will not be felled into areas identified as needing special measures.
- iv. Contractor shall conduct operations in a manner that does not damage or disturb identified areas. In the event that protective measures identified by the STATE are for any reason inadequate, Timber Sale Officer may delay or interrupt Contractor's operations, under this Contract, and/or modify this Contract.
- v. Contractor shall immediately notify the STATE if its operations disturb or damage any area identified as needing special protection, and shall immediately halt its operations in the vicinity of such area until the STATE authorizes continued operations. In the event that Contractor's operations disturb or damage an area identified as needing special protection, then Contractor shall reimburse the STATE for the full cost and expense of any evaluative and remedial measures undertaken by the STATE in connection with such disturbance or damage. Such payment shall not relieve Contractor from civil or criminal liability under applicable law.
- vi. Nothing contained in this provision shall establish, or be deemed to establish any express or implied warranty on the part of the STATE that the STATE has identified all areas within the Sale Area requiring special protection, or that measures prescribed by the STATE for protection of such areas are adequate.
- vii. Following contract solicitation, additional areas needing special measures for protection may be discovered or identified; protective measures may be revised or newly prescribed; and, additional species of plants and/or animals may be added to federal lists of protected species. In such event, Contracting Officer may delay or interrupt Contractor's operations, under this Contract, and/or modify this Contract.
- viii. Discovery, by either the Contractor or the STATE, of additional areas, resources, species, or members of species needing special protection shall be promptly reported to the other party.

Label on Sale Area Map	Restrictions
N/A	Control Areas are identified on a separate map that will be provided to the Contractor. Areas are flagged with orange and white striped flagging. No activities are allowed within these flagged areas.

- q. **Prevention of Oil Spills.** If Contractor maintains storage facilities for oil or oil products on Sale Area, Contractor shall take appropriate preventive measures to ensure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States.

If the total oil or oil products storage exceeds 1,320 gallons in containers of 55 gallons or greater, Contractor shall prepare a Spill Prevention Control and Countermeasures Plan. Such plan shall meet applicable EPA requirements (40 CFR 112), including certification by a registered professional engineer.

Contractor shall notify STATE and appropriate agencies of all reportable (40 CFR 110) spills of oil or oil products on or in the vicinity of Sale Area that are caused by Contractor's employees agents, contractors, Subcontractors, or their employees or agents, directly or indirectly, as a result of Contractor's Operations. Contractor will take whatever initial action may be safely accomplished to contain all spills.

**EXHIBIT A
(Scope of Work)**





- r. Hazardous Substances. Contractor shall notify the National Response Center and STATE of all releases of reportable quantities of hazardous substances on or in the vicinity of Sale Area that are caused by Contractor's employees, agents, contractors, Subcontractors, or their employees or agents, directly or indirectly, as a result of Contractor's Operations, in accordance with 40 CFR 302.
- s. Equipment Cleaning. Areas known prior to timber sale advertisement that are infested with invasive species of concern are shown on Sale Area Map. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles. Contractor shall adhere to the following requirements with regard to cleaning "Off-Road Equipment":

Prior to moving Off-Road Equipment onto the Sale Area, Contractor shall identify the location of the equipment's most recent operation. Contractor shall not move any Off-Road Equipment that last operated in an area infested with one or more invasive species of concern onto Sale Area without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and having notified STATE. If the location of prior operation cannot be identified, then Contractor shall assume that the location is infested with invasive species of concern.

Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Contractor shall advise STATE of its cleaning measures and make the equipment available for inspection. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. Contractor shall not be required to disassemble equipment unless so directed by the STATE after inspection.

- t. The parties shall promptly communicate with one another with respect to description or designation of additional locations; discovery of locations of new species or new infestation; and, addition of species to the list of invasive species of concern.
- u. Streamcourse Protection
 - i. "Streamcourses" that are subject to provisions of this Section are shown on Contract Map. Unless otherwise agreed, the following measures shall be observed to protect Streamcourses:
 - ii. Contractors 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.
 - iii. 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.
 - iv. Wheeled or track-laying equipment shall not be operated in Streamcourses, except at crossings designated by STATE or as essential to construction or removal of culverts and bridges.
 - v. Flow in Streamcourses may be temporarily diverted only if such diversion is necessary for Contractors planned construction and STATE 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.

**EXHIBIT A
 (Scope of Work)**

Label on Sale Area Map	Restrictions
<p>50ft</p>  <p>75ft</p>  <p>100 ft</p>  <p>150 ft</p> 	<p>The Streamcourses are shown on the Sale Area Map and designated on the ground with white and blue striped flagging. Buffer distances are identified on the Sale Area Map.</p>

- v. Meadow Protection. Reasonable care shall be taken to avoid damage to the cover, soil, and water in meadows shown on Sale Area Map. Vehicular or skidding equipment shall not be used on meadows, except where roads, landings, and tractor roads are approved. Unless otherwise agreed, trees felled into meadows shall be removed by endlining. Resulting logging slash shall be removed where necessary to protect cover, soil, and water.
- w. Wetlands Protection. Wetlands requiring protection under Executive Order 11990 are shown on Sale Area Map. Vehicular or skidding equipment shall not be used in such wetlands, except where roads, landings, and tractor roads are approved.
- x. Harvest Only Designated Trees.
 - i. The CONTRACTOR shall cut all and only those trees designated for cutting.
 - ii. Merchantable timber designated for cutting by the Timber Sale Officer for the construction of landings, bridges, or roads, or for the reconstruction, rehabilitation, or improvement thereof, or for development of rock quarries, within the sale area or for access thereto, shall be paid for at the current contract rates agreed upon by the STATE.
- y. Liability/Damages Payment Rate.
 - i. It is agreed that because of the effect upon the National Forest land as a whole and upon its future productivity and because of the nature of the case, it will be extremely difficult and impractical to fix the actual injury to the STATE or U.S. Forest Service by the following type of breaches of this Contract will be charged double stumpage by the CONTRACTOR:
 - ii. The failure to remove all merchantable material designated for cutting as agreed herein; and
 - iii. The loss of merchantable timber from fire, or from other injury caused by the CONTRACTOR or which the CONTRACTOR might have prevented and by the terms of this Contract the CONTRACTOR is required to prevent; and
 - iv. The cutting or severely damaging by logging of leave trees as agreed herein.

**EXHIBIT A
(Scope of Work)**

- v. And it is further agreed that by reason of such extreme difficulty and impracticability the CONTRACTOR shall pay to the STATE or U.S. Forest Service for such merchantable material the CONTRACTOR so fails to remove, and for merchantable material so lost or damaged, at double the rate hereinbefore set forth, provided that such payments shall not release the CONTRACTOR from liability for any damage suffered by the STATE or U.S. Forest Service in addition to the value of said trees so not removed or lost or cut or damaged as aforesaid shall be regarded as liquidated damages. In cases of occasional injury as described above and involving small amounts of material only, the Timber Sale Officer will use discretion and judgment in determining whether any breach of contract has occurred within the meaning of this paragraph.

- z. Protection of National Forest Infrastructure.
 - i. All telephone lines, ditches, pipelines, water developments, power lines, and fences; and all structures, and improvements located within or immediately outside the exterior boundaries of the sale area, shall be protected so far as possible in logging operations, and if damaged, shall be repaired immediately by the CONTRACTOR at CONTRACTOR's expense; and the Timber Sale Officer may, when it is necessary, require the CONTRACTOR to move or cause to have moved, any such lines or fence from one location to another.

 - ii. Protection of Improvements Not Owned by U.S. Forest Service: STATE will notify all utility companies, or other parties affected, and make arrangements for all necessary adjustments of the public utility fixtures, pipelines, and other appurtenances likely to be affected by Contractor's Operations.

 - iii. When Contractor's Operations are adjacent to properties of railway, telephone, or power companies, or other property, work shall not begin until Contractor has identified actions necessary to prevent damage.

 - iv. Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and/or rearrangement operations in order that these operations may progress in a reasonable manner, utility duplication or rearrangement work may be reduced to a minimum, and services shall not be unnecessarily interrupted.

 - v. In the event of interruption to utility services because of accidental breakage or as a result of lines being exposed or unsupported, Contractor shall promptly notify the proper authority and shall cooperate with that authority in the restoration of service until the service is restored.

 - vi. When materials are to be hauled across the tracks of any railway, STATE will make arrangements with the railroad for the use of any existing crossing or for any new crossing required. Contractor shall make arrangements for use of alternate crossings. All construction work to be performed by Contractor on the railroad right-of-way shall not damage Railroad Company's property.

 - vii. Roads shall at all times be kept free of logs, slash and debris resulting from the CONTRACTOR'S operations hereunder. Any road used by the CONTRACTOR in connection with this sale that is damaged through such use shall promptly be restored by the CONTRACTOR to its original or better condition at the CONTRACTOR's expense.

- aa. Logging Camp

**EXHIBIT A
(Scope of Work)**

- i. No permanent structures shall be allowed. Temporary structures shall be kept to a minimum necessary for logging operations and shall be maintained at CONTRACTOR's expense. They shall be located and operated as may be required by the Timber Sale Office to prevent the pollution of the water in any stream. Portable toilets and garbage shall be maintained so as to prevent the breeding of flies or the development of unsanitary conditions. All structures shall be removed when cutting is completed or prior to the winter period, and the grounds cleaned up to the satisfaction of the Timber Sale Office.
 - ii. The CONTRACTOR, his/her employees, agents, contractors, subcontractors, and employees of contractors and subcontractors desiring temporary camping on the Forest shall only be allowed to camp at a mutually agreed upon location approved by the Timber Sale Officer. Failure to maintain the campsite to the satisfaction of the Timber Sale Officer shall result in the termination of the use of the campground for temporary living quarters.
- ab. Forest Roads and Landings.
- i. Logging roads, skid trails, bridges, watercourse crossings, and landings shall be constructed in a manner consistent with the goals of good forest management. Operations in or near sensitive or critical areas will be reviewed and approved by the Timber Sale Officer. The Timber Sale Officer will use whatever means are necessary to insure that operations conform to the approved specifications.
 - iii. 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.
 - iv. After a Temporary Road has served Contractor's purpose, Contractor shall give notice to STATE 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 STATE. When bridges and culverts are re-moved, associated fills shall also be removed to the extent necessary to permit normal maximum flow of water.
 - v. The locations and extent of all new landings shall be approved in advance by the Timber Sale Officer.
 - vi. Prior to excavation for new road or landing construction, trees and other live woody vegetation greater than two inches dbh within the designated right-of-way shall be felled. Any tree boles or portions thereof six inches in diameter and eight feet in length, or larger shall be limbed, cut to lengths not exceeding the maximum log length allowed in this Contract, and removed to landings or to other disposal sites approved by the Timber Sale Officer. Remaining limbs, tops, slash and other woody debris shall not be mixed with or buried by excavated material, but may be windrowed below the toe of the fill or sidecast slope.
 - vii. All inlets and outlets of existing and installed culverts on any roads used or constructed by the CONTRACTOR shall be kept open to their full capacity at all times. The CONTRACTOR shall replace or repair any culverts, downspouts, or culvert location stakes lost, damaged, or destroyed by the CONTRACTOR's operations. All old culvert and debris resulting from culvert replacement shall be crushed and disposed of by the CONTRACTOR at a public disposal site.
 - viii. The CONTRACTOR shall protect existing watercourse crossing structures from any damage that might be caused by CONTRACTOR's equipment and/or loads in the performance of this Contract. Any bridge or culvert used by the CONTRACTOR in connection with this sale that is damaged or injured through such use shall promptly be restored by the CONTRACTOR to its original condition at the CONTRACTOR's expense. Bridges and culverts are designed for highway loads unless load signs are posted.

**EXHIBIT A
(Scope of Work)**

- ix. All Forest roads and landings which are used by the CONTRACTOR for decking, loading or hauling logs or for other operations conducted under this Contract, including roads used by timber fallers or rigging crew, and roads used for hauling rock or water for use on the sale area, shall be maintained by the CONTRACTOR in serviceable condition during and immediately following periods of use at the CONTRACTOR's expense.
- x. Road or landing use shall be discontinued if firm, stable road and landing surfaces acceptable to the Timber Sale Officer cannot be maintained, or if trucks cannot operate under their own power, and the CONTRACTOR shall take measures necessary to improve the condition of the road or landing. These measures may include stabilizing the road or landing surface with rock and geotextile fabric, or postponing further use of the road or landing until a period of drying allows the surface to become firm and stable. Saturated loose material and fines that accumulate on the road or landing surface shall not be bladed off to permit hauling without specific approval from the Timber Sale Officer in each case. Such material must be bladed back onto the road or landing after it has dried. Additional wet weather road use restrictions appear in the Timber Sale Contract.
- xi. Maintenance work shall also be done within 15 days of the end of hauling operations on each road each season, and immediately on completion of hauling on any road. Maintenance shall include outsloping or installation or improvement of waterbars, rolling dips, or other road surface drainage facilities as specified by the Sale Officer; final watering and grading to remove ruts and other irregularities that would prevent adequate drainage of the road surface; removal or breaching of berms; and a final clearing of drainage ditches and culvert inlets and outlets as necessary to insure proper functioning of the road drainage system.
- xii. Roads shall at all times be kept free of slash and debris resulting from the CONTRACTOR'S operations hereunder. Any Road used by the CONTRACTOR in connection with this sale that is damaged through such use shall promptly be restored by the CONTRACTOR to its original or better condition at the CONTRACTOR'S expense. Rocked portions of roads where skidding occurs shall be graded for drainage and re-rocked upon completion of operations and at a time frame applicable with the Timber Sale Contract.

ac. Dust Control

- i. Truck roads shall be treated for dust control in one or a combination of the following ways:
- ii. Truck roads will be watered daily and graded as necessary to maintain a good road surface as designated by the Timber Sale Officer. Watering shall be done in the evening or early morning so that water penetrates the road surface before hauling begins, and shall be repeated during the day if necessary to maintain a stable road surface.
- iii. The water sources that the CONTRACTOR may use for road watering are shown on the Sale Area Map or as directed by the Timber Sale Officer.
- iv. Truck roads may be treated using lignin or other surfacing chemicals approved by the Timber Sale Officer. Treatment must be in accordance with manufacturer's specifications and reapplied as necessary to maintain a dust-free environment. Any ruts or chuck holes that develop on said roads after surfacing shall be immediately removed by grading or patching. If the CONTRACTOR is unable to maintain a good road surface by this method, the Timber Sale Officer by written notice may require the CONTRACTOR to maintain the roads in accordance with paragraph 18.g.(1) of this Contract.

ad. Forest Fire Suppression.

EXHIBIT A
(Scope of Work)

- i. Contractor shall, both independently and in cooperation with STATE, take all reasonable and practicable action to prevent and suppress fires resulting from Contractor's Operations and to suppress any forest fire on Sale Area. Contractor's independent initial fire suppression action on such fires shall be immediate and shall include the use of all necessary personnel and equipment at Contractor's disposal on Sale Area.
- ii. An "Operations Fire" is a fire caused by Contractor's Operations other than a Negligent Fire.
- iii. Contractor agrees to reimburse U.S. Forest Service for such cost for each Operations Fire, subject to a maximum of \$27,960.00. The cost of Contractor's actions, supplies, and equipment on any such fire provided, or otherwise at the request of STATE, shall be credited toward such maximum. If Contractor's actual cost exceeds Contractor's obligation stated above, U.S. Forest Service shall reimburse Contractor for the excess.
- iv. A "Negligent Fire" is a fire caused by negligence or fault of Contractor's Operations, including, but not limited to, one caused by smoking by persons engaged in Contractor's Operations during the course of their employment, or during rest or lunch periods; or if Contractor's failure to comply with the requirements listed in this subsection, results in a fire starting or permits a fire to spread. Damages and the cost of suppressing Negligent Fires shall be borne by Contractor.
- v. STATE shall pay Contractor, at firefighting rates common in the area or at prior agreed rates, for equipment or personnel furnished by Contractor, or otherwise at the request of STATE, on any fire on Sale Area other than an Operations Fire or a Negligent Fire.

ae. Specified Fire Precautions

- i. Contractor shall certify compliance with the specific Timber Sale Contract and California Public Resources Code (CPRC) fire precautionary measures. Certification shall be provided prior to starting operations during Fire Precautionary Period, May 1 to December 1 inclusive.
- ii. Listing of specific fire precautionary measures in the following subsections is not intended to relieve Contractor in any way from compliance with State fire laws covering fire prevention and suppression equipment applicable to Contractor's Operations.
- iii. Upon request of STATE, Contractor shall permit and assist in periodic testing and inspection of required fire equipment.
- iv. The following definitions shall apply:

Active Landing: A location Contractor is skidding logs into, or performing other operations such as delimiting, log manufacturing, and chipping logs. Except for EV and E days, loading logs or stockpiled chips only on a cleared landing does not constitute an Active Landing.

Hot Saw: A harvesting system that employs a high-speed (>1100 rpm) rotating felling head (i.e., full rotation lateral tilt head).

Mechanical Operations: The process of felling, skidding, chipping, shredding, piling, log processing and/or yarding which requires the use of motorized power which includes, chainsaws, chippers, motorized carriages, masticators, stroke delimiters, skidders etc.

- v. Specific equipment requirements and fire precautionary measures are shown in the following table and in Emergency Precautions:

**EXHIBIT A
(Scope of Work)**

**A. Fire
Tools and
Equipment**

Contractor shall meet applicable parts of Section 4428 of the CPRC.

Unless agreed otherwise, Fire tools kept at each Active Landing shall be sufficient to equip all employees in the felling, yarding, loading, chipping, and material processing operations associated with each landing. Fire equipment shall include two tractor headlights for each tractor dozer used in Contractor's Operations. Tractor headlights shall be attachable to each tractor and served by an adequate power source. Fire tools shall be kept in a sealed fire tool box adjacent to the Active Landing and readily accessible in event of fire.

Where cable yarding is used, Contractor shall provide a size 0 or larger shovel with an overall length of not less than 46 inches and a serviceable 5 gallon backpack pump filled with water or a fire extinguisher bearing a label showing at least a 4-A rating must be within 25 feet of each tail and corner block.

Trucks, tractors/skidders, pickups and other similar mobile equipment shall be equipped with and carry at all times a size 0 or larger shovel with an overall length of not less than 46 inches and a 2-1/2 pound axe or larger with an overall length of not less than 28 inches.

All required fire tools shall be maintained in suitable and serviceable condition for fire fighting purposes.

**B. Fire
Extinguishers**

Contractor shall equip each internal combustion yarder, fuel truck, and loader with a (4-A:60-B:C) fire extinguisher for oil and grease fires.

Skidders and tractors shall be equipped with a minimum 5-BC fire extinguisher.

Fire extinguishers shall be mounted, readily accessible, properly maintained and fully charged.

Contractor shall equip all mechanized harvesting machines and log processors with hydraulic systems, powered by an internal combustion engine (e.g. masticator, chipper, feller/buncher, harvester, forwarder, Hot Saw, stroke delimber, etc), with at least two 4-A:60-B:C fire extinguishers or an acceptable CAFS substitute identified in Section K.

**C. Spark
Arresters and
Mufflers**

Except for tractors and other equipment with exhaust-operated turbochargers, Contractor shall equip each operating tractor and any other internal combustion engine with an approved spark arrester. There shall be no exhaust bypass on any system.

Spark Arresters shall be a model tested and approved under U.S. Forest Service Standard 5100-1a as shown in the National Wildfire Coordinating Group Spark Arrester Guide, Volumes 1 and 2, and shall be properly mounted and maintained according to manufacturer's specifications.

Every motor vehicle subject to registration shall at all times be equipped with an adequate exhaust system meeting the requirements of the California Vehicle Code.

**D. Power
Saws**

Each power saw shall be equipped with a spark arrester approved and maintained in effective working order as identified in the Spark Arrester Guide in Section C. above and according to applicable parts of CPRC Section 4442 or 4443. An Underwriters Laboratories (UL) approved fire extinguisher containing a minimum 14 ounces of fire retardant shall be kept with each operating saw.

A size 0 or larger shovel with an overall length of not less than 38 inches shall be kept with each gas can, but not more than 300 feet from each power saw when used off cleared landing areas.

**E. Fire
Supervisor &
Fire
Patrolperson**

Contractor shall designate and furnish on Sale Area during operating hours a fire supervisor, named in writing and authorized to act on behalf of Contractor in fire prevention and suppression matters.

Unless agreed otherwise, Contractor shall furnish and designate in writing, a Fire Patrolperson each operating day when Project Activity Level C or higher is in effect. When on duty, the Fire Patrolperson is required to patrol the operation for the prevention and detection of fires, to take suppression action where necessary and to notify STATE as required under Sections I. Reporting Fires and L. Communications. This Fire Patrol is required on foot, unless otherwise agreed.

By written agreement, one Fire Patrolperson may provide patrol on this and adjacent projects or sales. No

**EXHIBIT A
 (Scope of Work)**

Fire Patrolperson shall be required on Specified Road construction jobs except during clearing operations unless otherwise specified.

F. Seasonal Permits Contractor shall obtain written permits from STATE before allowing welding, warming fires or burning, subject to Emergency Precautions.

G. Clearing of Fuels Contractor shall clear away, and keep clear, fuels and logging debris as follows:

Welding equipment and stationary log loaders, yarders and other equipment listed in California State Law:	10 feet slope radius
Tail or corner haulback blocks:	All running blocks on a cable yarding operation shall be located in the center of an area that is cleared to mineral soil at least 15 feet in diameter.
Lines near, between or above blocks:	Sufficient clearing to prevent line from rubbing on snags, down logs and other dead woody material.

H. Smoking All smoking shall be confined within a car, truck, crew rig or other enclosed cab after 1:00 PM on Ev days and all hours on E days (Emergency Precautions). At other times, any smoking shall be done while sitting in an area at least 3 feet in diameter, cleared of flammable materials. Burning tobacco and matches shall be extinguished before they are properly disposed.

I. Reporting Fires As soon as feasible, but no later than **15 minutes** after discovery, Contractor shall notify STATE of any fires on Sale Area or along roads used by Contractor.

J. Tank Truck Contractor shall provide a water tank truck or trailer on or in proximity to Sale Area during Contractor's Operations hereunder during Fire Precautionary Period unless otherwise agreed.

Tank truck or trailer shall contain at least 300 gallons of water and comply with the following requirements:

(1) Pump, which at sea level, can deliver 23 gallons per minute at 175 pounds per square inch measured at the pump outlet. Pumps shall be tested on Sale Area by the State using a 5/16 inch orifice with a one inch in line test kit and shall meet or exceed the pressure values identified in the following table for nearest temperature and elevation:

Temp	Sea Level	1000 Feet	2000 Feet	3000 Feet	4000 Feet	5000 Feet	6000 Feet	7000 Feet	8000 Feet	9000 Feet	10000 Feet
55	179 23	174 23	169 23	165 22	161 22	157 22	153 22	150 21	146 21	142 21	139 21
70	175 23	171 23	166 22	162 22	158 22	154 22	150 21	147 21	143 21	139 21	136 20

**EXHIBIT A
 (Scope of Work)**

85	171	23	168	23	163	22	159	22	155	22	151	21	147	21	144	21	140	21	136	20	133	20
100	168	23	164	23	159	22	155	22	152	22	148	21	144	21	141	21	137	20	133	20	131	20
	P SI	GP M	P SI	G P M	P SI	GP M	P SI	GP M	P SI	GP M	P SI	GP M	P SI	GP M	P SI	GP M	P SI	GP M	P SI	GP M	P SI	GP M

The pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread. A bypass or pressure relief valve shall be provided for other than centrifugal pumps.

(2) 300 feet of 3/4-inch inside diameter rubber-covered high-pressure hose mounted on live reel attached to pump with no segments longer than 50 feet, when measured to the extreme ends of the couplings. Hose shall have reusable compression wedge type 1-inch brass or lightweight couplings (aluminum or plastic). One end of hose shall be equipped with a coupling female section and the other end with a coupling male section. The hose shall, with the nozzle closed, be capable of withstanding 200 PSI pump pressure without leaking, distortions, slipping of couplings, or other failures.

(3) A shut-off combination nozzle that meets the following minimum performance standards when measured at 100 P.S.I. at the nozzle:

	G.P.M.	Horizontal Range
Straight Stream	10	38 feet
Fog Spray	6 - 20	N/A

(4) Sufficient fuel to run pump at least 2 hours and necessary service accessories to facilitate efficient operation of the pump.

(5) When Contractor is using Hot Saws or Masticators an additional 250 feet of light weight hose, approved by STATE, shall be immediately available for use and be capable of connecting to the 300 feet of hose and appurturances in (2) and (3) above.

(6) This equipment and accessories shall be deliverable to a fire in the area of operations and is subject to the requirements for each specific activity level identified in Emergency Precautions.

K. Compressed Air Foam System (CAFS)

A fire suppression system where compressed air is added to water and a foaming agent. By agreement, Contractor may substitute a CAFS or functional equivalent in lieu of the tank truck, trailer or fire extinguishers, provided it meets or exceeds the following specifications and requirements:

1. Variable foam expansion ratio – 10:1 to 20:1.
2. Units shall be kept fully charged with air; water and foam concentrate as recommended by the manufacturer and have the appropriate tools to service the system.
3. The unit shall contain enough energy to empty tank and clear hose prior to exhausting propellant.
4. The unit shall be capable of being completely recharged within 10 minutes.
5. When used on cable yarding landings, the unit shall be outfitted for immediate attachment to carriage and transported without damage to the unit.

Fire extinguishers required for Hot Saws, Masticators and similar equipment identified in Section B. above may be substituted with a 3 gallon CAFS.

Tank truck, trailer or equivalent may be substituted with a 30 Gallon CAFS with at least 550 feet of one inch hose and an adjustable nozzle with enough water, air and foam concentrate for at least one recharge.

This equipment and accessories shall also be deliverable to a fire in the area of operations and subject to the requirements for each specific activity level identified in Emergency Precautions.

L. Contractor shall furnish a serviceable communications system such as a telephone, radio-telephone, radio

**EXHIBIT A
(Scope of Work)**

Communications

system or satellite phone connecting each operating side within the Sale Area with Contractor's headquarters, and capable of notifying STATE within **15 minutes** of discovery of any fires on the Sale Area or along Contractor's haul route. When such headquarters is at a location which makes communication to it clearly impractical, STATE may agree to a reasonable alternative notification method.

A Citizen's Band (CB)radio is not acceptable communications.

M. Cable Yarding Tank Unit

When all or part of merchantable timber will be harvested by a long span (over 1,500 feet) cable yarding operation, Contractor shall provide at each active cable yarding landing a tank truck, trailer or acceptable CAFS substitute which can be lifted and transported by the carriage.

The unit shall meet the same requirements as specified for the tank truck, trailer or approved CAFS substitute.

N. Helicopter Yarding Fire Precautions

Contractor shall provide and maintain fire equipment as follows:

1. The fire tool box required under this provision shall be equipped for attachment to the helicopter long line so that it may be hauled to needed locations. Such attachment device shall not interfere with access to fire tools. Unless agreed otherwise, the fire tool box shall be located at the Active Landing ready for immediate dispatch.
2. An external helibucket readily attachable to the helicopter, with a capacity of at least 500 gallons, and having a remote control door mechanism adequate for rapid dropping of water. The helibucket shall be located at the helicopter service landing and shall be filled with water ready for immediate dispatch unless otherwise agreed.
3. All aircraft used in conjunction with Contractor's Operations shall be equipped with an operable radio system capable of meeting Region Five avionics requirements.
4. For protection of fuel servicing operations, fire extinguishers which have the following ratings based on the open hose discharge capacity, i.e., "broken hose," of the aircraft fueling system shall be readily available:
 - a. Where said capacity does not exceed 200 gallons per minute, at least one approved extinguisher having a minimum rating of 20-B;
 - b. Where said capacity is in excess of 200 gallons per minute, but not over 350 gallons per minute, one approved extinguisher having a minimum rating of 80-B;
 - c. Where said capacity is in excess of 350 gallons per minute, two approved extinguishers, each having a minimum rating of 80-B.
5. By agreement, a suitable CAFS may also be used in lieu of the above extinguishers.
6. Extinguishers of over 50 pounds gross weight shall be of wheeled type or be mounted on carts to provide mobility and ease of handling.

a. Emergency Precautions

- i. Contractor's Operations shall conform to the limitations or requirements in the Project Activity Level (PAL) table below. Unless otherwise agreed in writing, Project Activity Levels applicable to this project shall be the predicted levels for the Fire Danger Rating Area(s), or fire weather station(s) stated in the Sale Area Map legend.
- ii. U.S. Forest Service, in its sole discretion, may change the predicted activity level if the current fire suppression situation, weather and vegetation conditions warrant an adjustment. If practicable, U.S. Forest Service will determine the following day's activity level by 6:00 PM. Contractor shall obtain the predicted Project Activity Level from the appropriate Ranger District Office before starting work each day.

**EXHIBIT A
 (Scope of Work)**

- iii. U.S. Forest Service may change the Project Activity Level Table to other values upon revision of the National Fire Danger Rating System. When Contractor is notified, the revised Project Activity Levels will supersede the levels in the Project Activity Level Table below.

PROJECT ACTIVITY LEVEL (PAL) - EMERGENCY PRECAUTIONS

PROJECT ACTIVITY LEVEL TABLE

Level	<i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i>
A	Minimum required by Specified Fire Precautions.
B	1. Tank truck, trailer, or approved CAFS substitute shall be on or adjacent to the Active Landing.
C	1. When Hot Saws or Masticators are operating, a tank truck, trailer or approved CAFS substitute shall be within ¼ mile of these operations. Effective communications shall exist between the LTO and the Active Landing. 2. Immediately after Mechanical Operations cease, Fire Patrol is required for two hours.
D	1. Immediately after Hot Saw or Masticator operations cease, Fire patrol is required for three hours. 2. No Dead Tree felling after 1:00 PM, except recently dead. 3. No Welding or cutting of metal after 1:00 PM, except by special permit.
Ev	1. The following activities may operate all day: <ul style="list-style-type: none"> a) Loading and hauling logs decked at approved landings. b) Loading and hauling chips stockpiled at approved landings. c) Servicing equipment at approved sites. d) Dust abatement, road maintenance (Chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stock pile loading and installation (does not include pit or quarry development). e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings. 2. Hot Saws or Masticators may operate until 1:00 PM; provided that: <ul style="list-style-type: none"> a) A tractor or other equipment with a blade capable of constructing fireline is on or adjacent to the active landing or within ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the Hot Saw or Masticator. b) Any additional restrictions specified by the U.S. Forest Service. 3. All other conventional Mechanical Operations are permitted until 1:00 PM. 4. Some operations may be permitted after 1:00 PM, on a case-by-case basis, under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are: <ul style="list-style-type: none"> • Rubber Tire Skidding • Chipping on Landings • Helicopter Yarding • Fire Salvage

EXHIBIT A
(Scope of Work)

	<p>When approved by a U.S. Forest Service, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by the U.S. Forest Service for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of U.S. Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Contractor's equipment for prevention and suppression readiness, type of operation and social and community considerations etc. (See attached Project Activity Level Variance Agreement).</p>
E	<p>The following activities may operate all day:</p> <ol style="list-style-type: none">1. Loading and hauling logs decked at approved landings.2. Loading and hauling chips stockpiled at approved landings.3. Servicing Equipment at approved sites.4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development).5. Chainsaw operation associated with loading at approved landings. <p>All other activities are prohibited.</p>

**EXHIBIT A
 (Scope of Work)**

Region 5 Project Activity Level (PAL) Ev Variance Application/Agreement

Project Name: _____
 Contract Number: _____
 Contractor Name: _____
 Request #__, for period: _____
 Units/Subdivisions Affected: _____

Location of operation:	
Slope	
Aspect	
Elevation	
Fuels on site	
Fuels in surrounding area	
7 Day PAL Outlook	
Short range predictions (Red Flags)	
Fuel Moistures	
Response time of suppression resources	
Potential for ignition	
RAWS location	
Current Fire Situation:	
Draw down information	
National Readiness Level	
Contractual considerations:	
Normal Operating Season	
Frequency of recent contract fires in area	
Type of operation	
Contractor past/current performance & equipment readiness	
Other site specific mitigation or precaution (i.e. Contractor proposals)	
Social & Community Considerations:	
Proximity of high value resources	
Sensitivity of location	
Remarks:	

**EXHIBIT A
 (Scope of Work)**

17. Timber Federal Property Until Paid In Full.

- a. If merchantable 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 sale area, but before scaling, shall be borne by Contractor at rates and required deposits. Deterioration or loss of value of salvage timber is not an unexpected event.
- b. In the event merchantable timber to which U.S. Forest Service holds title is destroyed, Contractor will not be obligated to remove and pay for such timber. There shall be no obligation for U.S. Forest Service or The State to supply, or for Contractor to accept and pay for, other timber in lieu of that destroyed or damaged. This shall not be construed to relieve either party of liability for negligence.

18. Road Maintenance

a. Road Maintenance T-Specifications

Applicable T-Spec.	No.	Specification Title
X	T-800	Definitions
	T-801	Slide and Slump Repair
	T-802	Ditch Cleaning
X	T-803	Surface Blading
	T-804	Surfacing Repair
	T-805	Drainage Structures
X	T-806	Dust Abatement
	T-807	Roadway Vegetation
	T-808	Miscellaneous Structures
	T-809	Waterbars
	T-810	Barriers
	T-811	Surface Treatment

b. Specification T-800 Definitions

Wherever the following terms or pronouns are used in Specifications T-801 through T-811, the intent and

EXHIBIT A
(Scope of Work)

meaning shall be interpreted as follows:

800-1.1 - Agreement. Maintenance projects require a mutually acceptable method to resolve the problems which arise when incompatible situations arise between drawings and specifications and actual conditions on the ground to allow orderly and satisfactory progress of the maintenance.

These specifications have been developed in anticipation of those problem areas and have provided that such changes will be by Agreement.

It is intended that drawings and specifications will govern unless "on-the-ground" conditions warrant otherwise, when specifications call for "Agreement", "agreed", or "approval" such Agreement or approval shall be promptly confirmed in writing.

800-1.2 - Annual Road Maintenance Plan. A plan prepared by various users of one or several roads. The plan is an Agreement on maintenance responsibilities to be performed for the coming year.

800-1.3 - Base Course. Material used to reinforce Subgrade or, as shown on drawings, placed on Subgrade to distribute wheel loads.

800-1.4 - Berm. Curb or dike constructed to prevent Roadway runoff water from discharging onto embankment slope.

800-1.5 - Borrow. Select Material taken from designated borrow sites.

800-1.6 - Crown, Inslope, and Outslope. The cross slope of the Traveled Way to aid in drainage and traffic maneuverability.

800-1.7 - Culverts. A conduit or passageway under a road, trail, or other obstruction. A culvert differs from a bridge in that it is usually entirely below the elevation of the Traveled Way.

800-1.8 - Drainage Dip. A dip in the Traveled Way which intercepts surface runoff and diverts the water off the Traveled Way. A Drainage Dip does not block the movement of traffic.

800-1.9 - Drainage Structures. Manufactured structures which control the runoff of water from the Roadway including Inslope, overside drains, aprons, flumes, downdrains, downpipes, and the like.

800-1.10 - Dust Abatement Plan. A table which lists the road, dust palliative, application rates, and estimated number of subsequent applications.

800-1.11 - Lead-off Ditches. A ditch used to transmit water from a Drainage Structure or Drainage Dip outlet to the natural drainage area.

800-1.12 - Material. Any substances specified for use in the performance of the work.

800-1.13 - Prehaul Maintenance. Road maintenance work which the Contractor determines must be accomplished to maintain the roads to a satisfactory condition commensurate with the Contractor's use, provided Contractor's Operations do not damage improvements or National Forest resources and hauling can be done safely. This work will be shown in the Annual Road Maintenance Plan.

Prehaul Maintenance work the Contractor elects to perform will be in compliance with the Road Maintenance T- Specifications.

800-1.14 - Roadbed. The portion of a road between the intersection of Subgrade and sideslopes, excluding that portion of the ditch below Subgrade.

**EXHIBIT A
(Scope of Work)**

800-1.15 - Road Maintenance Plan. A table which shows applicable road maintenance specifications to be performed by Contractor on specific roads.

800-1.16 - Roadside. A general term denoting the area adjoining the outer edge of the Roadway.

800-1.17 - Roadway. The portion of a road within the limits of excavation and embankment.

800-1.18 - Shoulder. That portion of Roadway contiguous with Traveled Way for accommodation of stopped vehicles, for emergency use, and lateral support of base and Surface Course, if any.

800-1.19 - Slide. A concentrated deposit of Materials from above or on backslope extending onto the Traveled Way or Shoulders, whether caused by mass land movements or accumulated ravelling.

800-1.20 - Slough. Material eroded from the backslope which partially or completely blocks the ditch, but does not encroach on the Traveled Way so as to block passage of traffic.

800-1.21 - Slump. A localized portion of the Roadbed which has slipped or otherwise become lower than that of the adjacent Roadbed and constitutes a hazard to traffic.

800-1.22 - Special Project Specifications. Specifications which detail conditions and requirements peculiar to the individual project.

800-1.23 - Subgrade. Top surface of Roadbed upon which Base Course or Surface Course is constructed. For roads without Base Course or Surface Course, that portion of Roadbed prepared as the finished wearing surface.

800-1.24 - Surface Course. The Material placed on Base Course or Subgrade primarily to resist abrasion and the effects of climate. Surface Course may be referred to as surfacing.

800-1.25 - Surface Treatment Plan. A table which lists the roads and surface treatments to be applied.

800-1.26 - Traveled Way. That portion of Roadway, excluding Shoulders, used for the movement of vehicles.

800-1.27 - Turnouts. That portion of the Traveled Way constructed as additional width on single lane roads to allow for safe passing of vehicles.

800-1.28 - Water Source. A place designated on the Road Maintenance Map for acquiring water for road maintenance purposes.

800-1.29 - Waterbar. A dip in the Roadbed which intercepts surface runoff and diverts the water off the Roadway. A Waterbar is not designed to be traversable by logging trucks.

c. Specification T-803 Surface Blading

DESCRIPTION

1.1 Surface blading is keeping a native or aggregate Roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the Crown, Inslope or Outslope of the Traveled Way, Turnouts, and Shoulder; repairing Berms; blending approach road intersections; and cleaning bridge decks, Drainage Dips, and Lead-off Ditches.

REQUIREMENTS

3.1 Surface blading shall be performed before, during, and after Contractor's use as often as necessary to facilitate traffic and proper drainage.

**EXHIBIT A
(Scope of Work)**

3.2 The surface blading shall preserve the existing cross-section. Surface irregularities shall be eliminated and the surface left in a free-draining state and to a smoothness needed to facilitate traffic. Surface Material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to prevent the loss of surface Material and to provide for a thorough mixing of the Material being worked.

3.3 Water, taken from Water Sources designated on Contract Area Map, shall be applied during blading if sufficient moisture is not present to cut, mix, or compact the surface Material.

3.4 On native surfaced roads, Material generated from backslope Sloughing, and ditch cleaning may be blended with the surface Material being worked. On aggregate surfaced roads this Material shall not be blended with Surface or Base Course Material unless agreed otherwise.

3.5 Roadway backslopes or Berms shall not be undercut, nor shall new Berms be established unless agreed otherwise.

Berms shall be repaired by placing Material, as needed to restore the Berm, to reasonably blend with existing line, grade, and cross-section.

3.6 Drainage Dips and Lead-off Ditches shall be cleaned and maintained to reasonably blend with existing line, grade, and cross-section.

3.7 Intersecting roads shall be bladed for a distance of 50 feet to assure proper blending of the two riding surfaces.

3.8 Rocks or other Material remaining on the Traveled Way after the final pass that are larger than 4 inches in diameter or are larger than the maximum size of imported surfacing shall be removed from the Traveled Way. The oversized Material shall be disposed of by sidecasting, unless shown otherwise on Contract Area Map. Sidecasting into streams, lakes, or water courses will not be permitted.

3.9 Material resulting from work under this specification shall not remain on or in structures, such as Culverts, overside drains, cattleguards, ditches, Drainage Dips, and the like.

3.10 Material resulting from work under this specification, plus any accumulated debris, shall be removed from bridge decks and the deck drains opened.

d. Specification T-806 Dust Abatement

DESCRIPTION

1.1 This work shall consist of preparing Traveled Way and furnishing and applying Materials to abate dust.

MATERIALS

2.1 The roads requiring dust abatement, type of dust abatement Material to be used, the rates of application, and frequency of applications will be shown on Dust Abatement Plan. The Dust Abatement Plan may be changed by written Agreement.

2.2 Water. The locations of Water Sources are shown on Contract Area Map.

Operating Guidelines for fish bearing streams:

1. Pumping rate shall not exceed 350 gallons per minute.
2. The pumping rate shall not exceed ten percent of the stream flow.
3. Seek streams and pools where water is deep and flowing, as opposed to streams with low flow and small isolated pools.

**EXHIBIT A
(Scope of Work)**

4. Pumping shall be terminated when the tank is full. The effect of single pumping operations, or multiple pumping operations at the same location, shall not result in obvious draw-down of either upstream or downstream pools.
5. Each pumping operations shall use a fish screen. The screen face should be oriented parallel to flow for best screening performance. The screen shall be designed and used such that it can be submerged with at least one-screen-height clearance above and below the screen.
6. LTOs shall keep a log on the truck containing the following information:
 - a. LTO's Name
 - b. Date
 - c. Time
 - d. Pump Rate
 - e. Filling Time
 - f. Screen Cleaned (Y or N)
 - g. Screen condition
 - h. Comments

Screen Construction Criteria:

1. Surface Area:
 - a. The total (unobstructed) surface area of the screen shall be at least 2.5 square feet, based on the upper limit of pumping of 350 gpm. Larger surface areas are recommended where debris buildup is anticipated, and where stream depth is adequate to keep the screen submerged at approximately middepth.
2. Screen Mesh:
 - a. Screen Mesh must be in good repair and present a sealed, positive barrier effectively preventing entry of the "design fish" into the intake. The design fish in this case is an immature (20-30mm) salmon or steelhead fry.
 - b. The screen mesh size shall be: round openings – maximum 3/32 inch diameter (.09 inch)
 - c. Square openings – maximum 3/32 inch diagonal (.09 inch)
 - d. Slotted openings – maximum 1/16 inch width (.07 inch)
3. Screen Design:
 - a. Water drafting screens may be off-the-shelf products, but they are often custom-made devices appropriate to the scale and duration of pumping operation. To keep the screen supported and correctly positioned in the water column, adjustable support legs are advised. Screen geometry can be configured either as rectangular or cylindrical, e.e. as a shallow "box-shape" or tubular.
 - b. The intake structure shall be designed to promote uniform velocity distribution at all external mesh surfaces. This can be accomplished with a simple internal baffle devise that distributes the flow evenly across the entire surface of the screen. In order to accomplish this, the designer needs to understand the hydraulic characteristics of these devices. There is a tendency for most of the intake water to enter the screen near the hose end, so a typical internal baffle would consist of a pipe (or manifolded set of pipes) which have variable porosity holes at predetermine spacing. We recommend starting near the hose end with approximately 5 – 10% average open area, and gradually increasing the porosity toward the length of the screen. At a point where screen length exceeds three times the diameter of the suction hose, the baffling effect tends to diminish rapidly. At this point the baffle porosity may approach 100%. A successful baffle system will functionally distribute flow to all areas of the screen. A poorly designed screen may result in high-velocity "hot spots", which could lead to fish impingement on the screen face.
 - c. Hydraulic testing of prototype screen designs is recommended where the application is on-going and extensive.
4. Screen Structure:
 - a. The screen frame must be strong enough to withstand the hydraulic forces it will experience. However, the structural frames, braces, and other elements that block the flow, change flow direction, or otherwise decrease the screen surface area should be minimized.
5. Screen Cleaning:

**EXHIBIT A
(Scope of Work)**

- a. The screen shall be cleaned as often as necessary to prevent approach velocity from exceeding 0.33 feet per second. LTOs should withdraw the screen and clean it after each use, or as necessary to keep screen face free of debris. Pumping should stop of screen cleaning when approximately fifteen percent or more of the screen area is occluded by debris. A suitable brush shall be on board the truck for this cleaning operation.
- b. If the LTO notes (1) impingement of any juvenile fish on the screen face or (2) entrainment of any fish through the screen mesh, he/she should stop operations and notify the Department of Fish & Game and/or NMFS hydraulic engineering staff:

National Marine Fisheries Service Engineering Section
777 Sonoma Avenue, Suite 325 Santa Rosa, CA
95404
(707) 575-6050

6. Non-Fish bearing waters:

- a. Drafting rate should not exceed 350 gallons per minute for stream flow greater than or equal to 2.0 cfs.
- b. Drafting rate should not exceed 50 percent of surface flow.
- c. Drafting should cease from when bypass surface flow drops below 10 gallons per minute.

Water drafting sites located in non-fish-bearing waters only may include minor instream modification, such as fine sediment removal and building of board/plastic dams, at the discretion of the project fish biologist or hydrologist. All boards and plastic will be removed after use. Approaches may be rocked.

Water drafting sites located within fish-bearing stream segments may not be modified, except rocking the approach to prevent sedimentation.

2.3 Dust abatement Materials shall meet the requirements of the following subsections of Forest Service Specifications for Construction of Roads and Bridges or attached Special Project Specifications.

Emulsified Asphalt	702
Blotter Material	703.12
Magnesium or Calcium Chloride Brine	723.01
Calcium Chloride Flake	723.02
Lignin Sulfonate	723.03

2.4 Testing of Materials. Certification and sampling of bituminous Materials lignin sulfonate, and magnesium chloride shall be in accordance with subsections 105.04 or 723.04 of Forest Service Specifications for Construction of Roads and Bridges.

REQUIREMENTS

3.1 General. Dust abatement Materials shall be applied to the road surface as necessary to control road surface loss, provide for road user safety, and minimize damage to adjacent resources.

3.2 Compaction. When the methods listed below specify compaction, Traveled Way shall be compacted by an 8 to 10 ton pneumatic, steel-wheeled or equivalent vibrating roller making 2 passes over the full Traveled Way and Shoulder width, unless compaction is not required on the Dust Abatement Plan.

3.3 Preparation to Dust Abatement Materials Other Than Water. The following applies to all methods of preparation:

Bituminous residue shall be scarified and pulverized to produce loosened Material not exceeding 4 inches in greatest dimension.

Traveled Way shall be bladed in accordance with T-803.

Prior to applying DO-6BA, DO-6PA, or DO-8, the top 2 inches of Traveled Way shall contain not less than 80

**EXHIBIT A
(Scope of Work)**

percent nor more than 120 percent of optimum moisture as determined by AASHTO T-99, Method C. Prior to applying other bituminous Material, Traveled Way shall have a moisture content between 1 and 3 percent. If surface dusting prevents the bituminous Material from penetrating, a light application of water shall be applied just prior to applying the bituminous Material.

Lignin Sulfonate and magnesium chloride shall be applied when the top 1 inch of Traveled Way contains not less than 3 percent moisture, nor more than 120 percent of optimum moisture as determined by AASHTO T-99, Method C.

Moisture content will be determined in accordance with AASHTO T-217 OR T-239.

One or more of the following methods shall be used, as specified in the Dust Abatement Plan.

Method 1. Compact Traveled Way and apply the dust abatement Material.

Method 2. Develop a layer of loose Material approximately 1 inch in depth for the full width of Traveled Way. Apply the dust abatement Material to this loose Material and compact after penetration. If traffic makes maintenance of the loose Material difficult, 1 inch of the Material may be bladed into a windrow along the Shoulder. The specified moisture content shall be maintained in the windrow and the top 1 inch of Traveled Way. The windrow shall be bladed to a uniform Material. When the dust abatement Material has penetrated, Traveled Way shall be compacted.

Method 3. Blade 1 inch of Material from Traveled Way into a windrow along the Shoulder. Maintain the specified moisture content in the windrow and the top inch of Traveled Way. Apply half the dust abatement Material. When the dust abatement Material has penetrated, the windrow shall be bladed to a uniform depth across dust abatement Traveled Way, and the remaining dust abatement Material shall be applied. Traveled Way shall be compacted.

Method 4. Develop a layer of loose Material approximately 2 inches in depth for the full width of Traveled Way. Apply half the dust abatement Material to the loose Material. Blade the top 2 inches into a windrow along the Shoulder. Apply the remaining dust abatement Material to Traveled Way and the Berm. Spread the Berm evenly across Traveled Way and compact.

3.4 Preparation for Dust Abatement with Water. Traveled Way shall be prepared in accordance with Specification T-803 Surface Blading when required.

3.5 Application Tolerance. Dust abatement Materials other than water shall be applied within 0.05 gallons per square yard of the rate specified.

3.6 Mixing Requirements. DO-6BA, DO-6PA, and DO-8 shall be thoroughly circulated in the distributor within 1 hour of application.

3.7 Weather Limitations. Dust abatement Materials shall not be applied when it is raining. Bituminous Material shall be applied when the surface temperature of Traveled Way is 50 degrees Fahrenheit or higher.

Lignin sulfonate and magnesium chloride shall be applied when the atmospheric temperature is 40 degrees Fahrenheit or higher.

3.8 Blotter Material. Blotter Material shall be spread in a sufficient quantity to prevent tire pickup.

**EXHIBIT A
(Scope of Work)**

e. Dust Abatement Plan

Material Type: WATER, Magnesium Chloride or Approved Alternate

Frequency of application:

Abate dust to promote safe use of road and to prevent excessive loss of road material (fines). Dust abatement is required throughout the day while hauling is in progress near residents, camping areas, or the like. Dust abatement is required as shown below when dust is present during haul:

1. Complete, thorough watering is required once per day over full traveled width of road surface when truck volume is 10 round trips per day or less. example: 1 truck makes 10 round trips, or 10 trucks make 1 round trip each. **Regardless of production rates however, roads will be watered sufficiently to facilitate safe inspection by Forest Service personnel, public travel and to protect the natural resources and roads.**
2. Complete, thorough watering is required throughout the day over full traveled width of road surface when truck volume exceeds 10 round trips per day.
3. Dust abatement other than water must be approved by the Forest Service prior to use.(magnesium chloride or other approved alternate)

Preparation Method: Compaction not required.

All roads listed shall be abated with water.

Road Segment

46N22-seg1

46N30-seg1

46N22-seg2

**EXHIBIT A
(Scope of Work)**

wet season. If detrimental effects to the transportation system, water quality, or soil resources are encountered by either party, immediate notification of designated site personnel by either the Contractor or STATE shall occur. The Contractor and STATE will work together to develop actions necessary to alleviate these effects.

* BMP guidelines dictate that no sediment/contaminant flow into stream courses from any facility used by the Contractor, including B. Roads, C. Skid Trails, Cableways, or Harvest Areas, D. Landings, and E. Fueling Locations, will be permitted at any time. BMP measurable thresholds, listed in paragraph "2)" under the major headings below (*BMP indicators that operations should be curtailed and/or corrective actions implemented*), warn the Contractor and the STATE that BMP violations are possible if action is not taken. Expression of any of these BMP indicators does not necessarily indicate BMP violation(s) and degradation of water quality has occurred.

b. Roads:

i. General - Hauling/Access Use:

* Required road work for prehaul must be accomplished prior to the wet season or periods of precipitation. Saturated road surfaces should not be graded. At least 2" of snow should remain on the road surface after snow plowing. Road surfaces must be at a standard and maintenance level that will support the impacts of wet weather operations. This includes the following:

ii. Actions that augment BMP compliance:

Wet Conditions

* Drainage structures and erosion/sediment prevention actions will be in place and functioning prior to expected precipitation events.

* Roads will be properly graded and ditched or outsloped.

* Portions of roads that lie within Streamside Management Zones (SMZs) and road locations where eroded material is likely to enter channels will be rocked to Forest Service specifications and geotextile fabric used when appropriate, unless otherwise agreed, with input from a resource specialist and an engineer.

* Operations will be scheduled to use roads in order to avoid the risk of rutting during "precipitation events."

* By agreement, use of the variable tire pressure option can be used to reduce surface replacement and will reduce Contractor road maintenance costs.

Snow Conditions

* Snow will be removed without disturbing the road surface, cut bank, fill slope, or drainage structures. No soil or aggregate should be intermixed with the sidecast snow during plowing or grading. At least 2" of snow should remain on the road surface after snow plowing.

* Snow berms must be breached, except in sensitive areas, to allow proper road drainage. These outlets must be spaced so as not to concentrate road surface flows (usually spaced no more than 200 feet apart). Erosion control structures (straw bales or filter fence) may be required at the outlets to collect road generated sediment.

Frozen Conditions

* If the road surface freezes, the road surface segments must remain completely frozen and must be able to support the weight of any vehicle that will be driven on it. If the road thaws, see below...

* When any part of the active road length thaws and mitigations, such as rocking, cannot be implemented to

**EXHIBIT A
(Scope of Work)**

ensure water quality protection, the road will not be used. This will preclude the use of the road by **all** vehicles (including administrative) unless the activity can be restricted to that portion of the road that remains frozen.

iii. BMP indicators that operations should be curtailed and/or corrective action implemented:

CULVERTS:

[1] Sediment and/or debris is blocking 30% of inlet or outlet.

[2] More than 10% of the flow passes beneath or around culvert, or noticeable piping erosion evident, unless crossing is designed to do so (e.g., coarse material rock fill)

EROSION:

[3] Scour and/or sediment deposition evident, and extending more than 20 feet below outlet of cross drain or other drainage structure (e.g., culvert, rolling dip, waterbar).

[4] Scour &/or sediment movement into SMZ or drainageway from road surface, cut slope, or fill slope.

[5] Material sidecast within 25 feet of a channel, ditch or drainageway, or onto slopes vegetated for erosion control.

PONDING:

[6] Ponding present on road surface that is causing fill subsidence or otherwise threatening integrity of fill.

RUTS/RILLS:

[7] More than 10% of road segment length has rills or ruts more than 2 inches deep and 20 feet in length which continue off road surface, with potential to deliver sediment to stream channel.

[8] Ruts formed that can channel water past erosion control structures.

[9] Numerous rills present at stream crossing (>1 rill per lineal 5 ft), apparently active or enlarging, evidence of some sediment delivery to stream.

iv. Operating Requirements & Remedies:

* If more than 10 percent of the road segment length is rutted 2 inches in depth or greater, Contractor's use of the road will be suspended. (Percentage will be determined in one mile increments if road is longer than one mile). If the road is to remain closed, it must have a barrier of some type installed to keep out all vehicular traffic and signed to keep traffic off road surface.

* If the roadway dries and can support vehicles without causing rutting, soil displacement, damage to drainage structures, and with no off-site sediment movement, it can be used. If not, it should remain unused.

* Roads damaged by Contractor's Operations and associated damage will be repaired at the Contractor's expense. A remedy plan will be prepared and implemented. Repair work shall be accomplished immediately when conditions are such that additional damage to the resources will not occur or when designated by the STATE.

Native Surfaced Roads and Other Roads Identified for Special Hauling Requirements

* The native surfaced roads and other roads listed below are located in sensitive soils that are prone to road surface damage during wet weather use. There shall be no log hauling on these roads during precipitation events. The timber sale LTO shall allow an adequate drying period after a rain occurrence prior to resumption of hauling (normally 1 day depending on soil type and/or as determined by Contractor and STATE).

Road Number Termini - Termini

**EXHIBIT A
(Scope of Work)**

N/A

Rocking Roads

* Locations where road rocking is required to harden the road surface for wet weather haul will be designated in writing and flagged on-the-ground by the Timber Sale Officer or designee. Minimum depth of rock that meets engineering specifications will be established in writing and inspected by the STATE prior to use of the road for hauling outside the NOS.

c. Skid Trails/Cableways/Harvest Areas:

Skid trails will be flagged by the Contractor and approved by the STATE in **advance** of falling.

i. Actions that augment BMP compliance:

General

* No more than 15% of the activity area (includes temporary roads, landings, skid trails, and cableways [cable corridors]) should be subjected to detrimental ground-disturbing activities. Ground-disturbing activities produce adverse changes in soil porosity (compaction), soil cover, and soil organic matter.

Snow/Frozen Conditions

* Snow can act as a cushion to protect wet soils. Unless otherwise agreed, within the operating area, a minimum of 6 inches of machine compacted snow with a minimum water content of 2 inches is required for over-the-snow logging or the soil should be frozen to a depth of 6 inches for logging operations to occur (frozen soil occurs primarily on the Goosenest District). When the snow depth approaches this minimum, snow conditions must be monitored on a daily basis to verify snow depth is sufficient to start or continue operations. Approval to operate on snow less than indicated above must include an evaluation by a soil scientist or hydrologist. At least 90% of the skidding surfaces must meet the above snow cover standard at all times. If snow cover falls below 90%, see section 2) below for "bare ground" standards.

Wet Conditions

Skyline - No Specified pre-conditions.

Cut-to-Length System - Processing of material on the designated skid trails by a harvester may occur when soils are dry to a depth of 4 inches. Limit harvester to 1 or 2 passes over the same piece of ground. The forwarder will stay on designated skid trails covered with a minimum of 6 inches of slash.

Feller/Buncher System - Movement of material to the designated skid trails by a track laying feller/buncher may occur when soils are dry to a depth 4 inches. Feller/buncher will be limited to 1 or 2 passes over the same piece of ground. Skidding equipment will stay on designated skid trails until soils are dry to a depth of 10 inches.

Traditional Tractor Logging - Skidding may occur by conventional high-ground-pressure equipment when soils are dry to a depth of 4 inches. Equipment is restricted to the designated skid trails. Endlining will be used to move material to the designated skid trails until soils are dry to a depth of 10 inches. Equipment may, by agreement, leave designated skid trails when soils are dry to a depth of 10 inches.

ii. BMP indicators that operations should be curtailed and/or corrective actions implemented:

[10] More than 20% of skid trail or cableway surface lengths have rills present that are over 2 inches deep and more than 10 feet in length.

**EXHIBIT A
(Scope of Work)**

[11] More than 10% of skid trail surface length has ruts greater than 2 inches deep.

[12] Rills and/or sediment deposition extends more than 20 feet below waterbar outlet.

[13] More than 10% of waterbars fail to divert flow off skid trails or cableways.

[14] Erosion within or sediment movement into SMZ.

[15] Presence of gullies (erosional features greater than 4" deep and 6" wide).

iii. Operating Requirements & Remedies:

* Skid trails, cableways and harvest areas damaged by Contractor's Operations and associated damage will be repaired at the Contractor's expense. A remedy plan will be prepared and implemented. Repair work shall be accomplished immediately when conditions are such that additional damage to the resources will not occur or when designated by the STATE. See the Wet Weather Operation Field Guide for a list of potential remedies.

d. Landings:

Landings will be agreed to by Contractor and designated sale administrative personnel prior to their construction and/or use. Landings will not be located within SMZs or Riparian Reserves unless a resource specialist (hydrologist, geologist, fisheries biologist) is consulted.

i. Actions that augment BMP compliance:

* Landings will be constructed to ensure proper drainage, compaction and stability. Landings will be monitored to ensure that drainage is effective. For example, landings will not create a depression which cannot be properly drained; upslope runoff will be diverted, to an appropriate location, around the activity.

* If rocking is required for wet weather operations, landings should be rocked before the surface becomes saturated.

* Landings should be identified well in advance of logging activities. This would allow construction be complete within the NOS. But if unavoidable and as a preventative measure, all landing fill slopes constructed outside of the Normal Operating Period should be mulched. Mulch material can consist of wood chips, certified weed-free straw, or any other STATE approved material which will provide slope protection against erosion and rilling. In addition, downslope perimeter erosion control will be required if a potential threat to water quality exists as determined by an earth scientist.

* The use of a heel boom loader may be required to minimize landing size and reduce excavation of the site.

ii. BMP indicators that operations should be curtailed and/or corrective actions implemented:

[16] Rills (greater than 1/2" deep and 10' in length) and/or sediment deposition has extended more than 20 feet below the toe of the landing fill slope.

[17] More than 1 cubic yard of material (from erosion or slope failure) has moved into SMZ.

iii. Operating Requirements & Remedies:

* Landings damaged by Contractor's Operations and associated damage will be repaired at the Contractor's expense. Repair work shall be accomplished immediately when conditions are such that additional damage to

**EXHIBIT A
(Scope of Work)**

the resources will not occur or when designated by the STATE.

e. Fueling Sites:

i. Action that augment BMP compliance:

* Contractor shall take additional appropriate measures documented in a wet weather fuel storage plan to prevent any oil or oil product spill from entering any stream or drainageway.

ii. BMP indicators that operations should be curtailed and/or corrective measures implemented:

* Evidence of more than 10 gallons of fuel or oil products outside bermed containment area.

iii. Operating Requirements & Remedies:

* Fueling sites damaged by Contractor's Operations and associated damage will be repaired at the Contractor's expense. Repair work shall be accomplished immediately when conditions are such that additional damage to the resources will not occur or when designated by the STATE.

The STATE retains the authority to suspend any or all of Contractor's operations as needed.

20. Yield Tax Payment

- a. The CONTRACTOR shall be solely responsible for filing reports with the State Board of Equalization and payment of the timber yield tax levied on timber cut under this Contract as provided by the Z'Berg-Warren-Keene-Collier Forest Taxation Reform Act, Statutes of 1976, Chapter 176. The CONTRACTOR'S yield tax payments shall not be credited in any way for timber cut or other obligations of this Contract.
- b. The CONTRACTOR further agrees to furnish the STATE copies of the Timber Yield Tax calculations and reporting forms submitted to the Board of Equalization for timber harvested pursuant to this Contract. Yield tax information shall be provided no later than January 31 for timber harvested during the previous calendar year.
- c. By signing this Contract, the CONTRACTOR swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the CONTRACTOR within the immediately preceding two-year period because of the CONTRACTOR'S failure to comply with an order of a federal court which orders compliance with an order of the National Labor Relations Board.

21. Special Terms and Conditions

a. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Contract. California may pay any applicable sales and use tax imposed by another state.

b. Settlement of Disputes

In the event of a dispute, within ten (10) days of discovery of the problem Contractor shall file a "Notice of Dispute" with:

Department of Forestry and Fire Protection

**EXHIBIT A
(Scope of Work)**

Attention: Acquisitions Manager
P.O. Box 944246
Sacramento, CA 94244-
2460

Within ten (10) days of STATE receiving Contractor's notice, the contracts manager or designee shall advise Contractor of the findings and recommend a method to resolve the dispute. Decision of the contracts manager or designee shall be final.

In the event of a dispute, the language contained within this Contract shall prevail over any other language including that of the bid proposal.

c. Right to Terminate (SCM 7.85)

The State reserves the right to terminate this Contract immediately if any of the performance criteria are not met. (Refer to GTC, Exhibit C, and Item 7. Termination for Cause)

Contractor may submit a written request to terminate this Contract only if the State should substantially fail to perform its responsibilities as provided herein.

SUSPENSION OR TERMINATION The STATE has the authority to suspend and/or terminate this Contract if a court order is issued or to comply with National Environmental Policy Act (NEPA) or other legal sanction without compensation to the Contractor.

d. Potential Subcontractors

Nothing contained in this Contract or otherwise, shall create any contractual relation between the STATE and any subcontractors, and no subcontract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its subcontractors is an independent obligation from the STATE'S obligation to make payments to the Contractor. As a result, the STATE shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

e. Evaluation of Contractor

Performance of the Contractor under this Contract will be evaluated. The evaluation shall be prepared on Contract/ Evaluation Sheet (STD 4), and maintained in the Contract file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

f. Agency Liability

The Contractor warrants by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

g. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

**EXHIBIT A
(Scope of Work)**

h. Contractor Name Change

Contractor shall provide a written notice to the State at least thirty (30) days prior to any changes to the Contractor's current legal name.

i. Debarment and Suspension Certification

Pursuant to 7 CFR Part 3017, Contractor shall obtain certifications from its Subcontractors regarding debarment, suspension, ineligibility, and voluntary exclusion, including additional Subcontractors obtained after award of this contract. "Subcontractors" are participants in lower tier covered transactions. Contractor may rely upon a certification of a prospective Subcontractor that it is not proposed for debarment under 48 CFR 9.4, debarred, suspended, ineligible, or voluntarily excluded from participating in covered transactions or timber sales, unless Contractor knows that the certification is erroneous.

Contractor shall keep the certifications of its Subcontractors on file until timber sale Termination Date and any extensions thereof, and will provide a copy at the written request of STATE. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Subsection. The knowledge and information of Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If Contractor knowingly enters into a timber sale transaction with a person who is proposed for debarment under 48 CFR 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in covered transactions or timber sales, in addition to other remedies available to the Government, STATE may pursue available remedies, including suspension and/or debarment.

The Subcontractor for a timber sale shall complete a "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion."

j. Nondiscrimination in Employment

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, with-out regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by STATE setting forth the provisions of this Subsection.

Contractor shall comply with all provisions of Executive Order No. 11246, as amended by Executive Order No. 11375 and Executive Order No. 12086, and the rules, regulations, and relevant orders of the Secretary of Labor.

k. Conviction

The Contractor and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

That the Contractor and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above paragraph.

That the Contractor and its principals have not within a 3-year period preceding this bid had one or more public

**EXHIBIT A
(Scope of Work)**

transactions (Federal, State or local) terminated for breach or default of a timber or forest product contract.

22. Additional Provisions

a. Insurance Requirements.

i. General Provisions Applying to All Policies.

- 1) Primary Clause - Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 2) Endorsements - Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 3) The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.
- 4) When Contractor submits a signed contract to the State, Contractor shall furnish to the State a certificate of insurance stating that all required insurance is in effect for the Contractor.

ii. General and Commercial Liability Insurance.

Contractor shall provide commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined in effect for the Contractor.

The certificate of insurance will include provisions 1, and 2, in their entirety:

- 1) That the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
- 2) That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

b. Worker's Compensation Insurance.

Contractor shall provide Worker's Compensation Insurance with Waiver of Subrogation in favor of the State of California. Employer's liability shall be not less than \$1,000,000.00. The following clause should be included: "Waiver of Subrogation in favor of the State of California or in favor of CAL FIRE:" By signing this Contract, the Contractor hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Contract. If Staff provided by the Contractor is defined as independent Contractors, this clause does not apply.

c. Commercial Automobile Insurance on Owned, Hired, and/or Non-Owned vehicles.

Contractor shall provide Commercial Automobile Insurance on Owned, Hired, and/or Non-Owned vehicles of

**EXHIBIT A
(Scope of Work)**

not less than \$1,000,000.00 policy.

d. Regulations.

- i. Contractor shall observe and comply with all federal, state, city, and county laws, rules or regulations affecting the work. Any work done that does not comply with any laws, rules, or regulations will be remedied at the Contractor's expense.
- ii. Contractor shall cooperate with the Department of Forestry and Fire Protection (CAL FIRE) authorities and shall observe and comply with all regulations presently in force on Department of Forestry and Fire Protection grounds.
- iii. The CONTRACTOR, in all activities under or pursuant to this Contract, as well as in handling, reselling or otherwise dealing with respect to the timber and other material realized by the CONTRACTOR by reason of this Contract, whether such timber and other material is in its original form or in a changed form, agrees to comply in all respects with all lawful acts, rules, regulations and directions of any legislative, executive, administrative or judicial body or officer exercising any power of regulation or supervision with respect to such matters and whether arising out of the provisions of this Contract or otherwise.
- iv. The CONTRACTOR shall comply with all applicable State Safety Orders, Title 8, California Code of Regulations.
- v. The CONTRACTOR and CONTRACTOR's employees, agents, Contractors and subcontractors shall comply with the attached Digest of Laws Related to Association with Prison Inmates, Exhibit F.
- vi. No provision of this Contract shall authorize the CONTRACTOR or CONTRACTOR's agents or servants to act as an officer, agent, or employee of the STATE.
- vii. If the CONTRACTOR breaches any of the provisions of this Contract, the STATE may serve written notice of such breach upon the CONTRACTOR, and thereupon the STATE may suspend the operations of the CONTRACTOR hereunder until such time as such breach is remedied, and if such breach is not remedied within ten days, the STATE may, at its option, without further notice, terminate this Contract.

23. License and Permits.

- a. The Contractor shall be an individual or firm currently licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- b. If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the California Department of Forestry and Fire Protection Contracts Unit a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that State.

24. Performance Bond.

As further guarantee of a faithful performance of the conditions of this Contract, the CONTRACTOR delivers herewith a faithful performance bond, or approved alternate form of security, satisfactory to the STATE in the sum of \$50,000. Upon satisfactory completion of all timber harvesting activities, the CONTRACTOR may request a one-time reduction of this security to an amount determined by the STATE to be sufficient to cover all remaining provisions of this

**EXHIBIT A
(Scope of Work)**

Contract.

Alternate forms of security in lieu of a performance bond are:

- a. Certificate of deposit with the California Department of Forestry and Fire Protection as payee, issued by a bank or similar financial institution which is a member of the Federal Reserve System or is insured by the Federal Deposit Insurance Corporation.
- b. Irrevocable letter of credit issued by a bank or financial institution which is a member of the Federal Reserve System or is insured by the Federal Deposit Insurance Corporation.

All bonds, letters of credit, or certificates of deposit, must be in a form acceptable to the STATE.

The CONTRACTOR agrees that all monies deposited and the faithful performance bond, or security, delivered under this Contract may, upon failure on the CONTRACTOR's part to fulfill all and singular the requirements herein set forth or made a part hereof, may be retained by the STATE to be applied as far as may be to the satisfaction of the CONTRACTOR's obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the STATE. As soon as the STATE determines that security for the performance of the terms of this Contract or provisions for the settlement of claims or for damages incident thereto is no longer necessary to be retained or made, any balance of the initial deposit that may be left after applying it to any payment due or owing will be returned to the CONTRACTOR.

Digest of Laws Related to Association with Prison Inmates

Inmates from the Deadwood Conservation Camp may be working on the Craggy Project during the period of the timber sale. All persons working in the vicinity of Deadwood Conservation Camp Crews are to be familiar with the following:

1. It is a felony for anyone to assist inmates to escape. Bringing firearms, deadly weapons, explosives, or tear gas onto prison grounds, or giving inmates firearms, weapons, explosives, liquor, cocaine or other narcotics, or any kind of drugs, including marijuana, is a felony.
2. Giving letters to inmates or taking letters out for inmates is a misdemeanor. Additionally, do not accept from, nor deliver to, an inmate any message or package.
3. Giving gifts or presents to inmates, or accepting gifts or presents from inmates, is a misdemeanor.
4. Do not permit former inmates or persons of disreputable character to associate with inmates.
5. Do not allow any inmate to use a telephone or other communications device.
6. Do not allow any person not associated with the camp program or work project to associate with inmates or interfere with inmate activity. Visitors must conform to rules stipulated by the person in charge of custody.
7. Do not in any way contact or communicate with families or known associates of inmates for any purpose.
8. No person shall strike or lay hands on an inmate unless it be in defense of himself or unless it be necessary to prevent serious injury to person or property.
9. All persons should avoid becoming involved in the personal affairs of inmates or former inmates.
10. Do not photograph nor allow anyone to photograph inmates, unless permission is obtained in accordance with the Department of Corrections procedures.
11. Refusal of visitors to submit to search and inspection of their person and of vehicles may be cause for denial of access.