

## **ATTACHMENT 2 - APPENDIX B (SCALED)**

### **STEWARDSHIP CONTRACT - TIMBER REMOVAL SPECIFICATIONS**

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WO-C5.12#	Use of Roads by Contractor (9/04)
R1-C5.316	Snow Removal (4/13)
WO-C5.32#	Road Maintenance Deposit Schedule (8/12)
R1-C6.10	Pework Conference (10/04)
R1-C6.23	Protection of Land Survey Monument (10/04)
R1-C6.316#	Limited Operating Period (5/05)
R1-C6.331	Safety (Helicopter Operations) (10/04)
R1-C6.332	Safety (Timber Hauling) (1/18)
R1-C6.339	Accident And Injury Notification (4/05)
WO-C6.341	Prevention of Oil Discharges (7/22)
R1-C6.351#	Washing Equipment. (1/18)
R1-C6.4#	Conduct of Logging (1/18)
R1-C6.422	Helicopter Landing Location and Construction (5/76)
R1-C6.6	Erosion Prevention and Control (10/04)
R1-C6.7#	Hazard Reduction and Site Preparation (4/21)
R1-C6.71	Change in Slash Treatment (3/90)
R1-C6.822	Presentation for Weight Scaling (4/13)
R1-C6.823	Volume Determination )4/13)
WO-C6.841	Route of Haul (Option 1) (7/22)
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WO-C8.66#	Use of Timber (Option 1) (9/04)

Division A

## Location and Area:

This Contract Area of 1909 acres is more or less located in T30N R4E

## Volume Estimate and Utilization Standards

Species Group	Product	Estimated Quantity	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (DBH) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Scale in % Gross Scale <u>1/</u>
Douglas-fir and Others	Sawlog	32,178.00	Tons	7	1	8	5.6	10.67
<b>Timber Subject to Agreement</b>								
<b>Total Quantity</b>		32,178.00						

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

## Timber Designations, acres are approximate:

	Number	Acres
Clearcutting Units (B2.31)		
Overstory Removal Units (B2.33)		
Understory Removal Units (B2.34)		
Individual Trees (B2.35)		
Designation by Description or Prescription (C2.351-C2.355)		332

## High Stumps

Species	Product	Maximum Stump Height (inches)
All	All	12

## Roads

Name and Date of Governing Road Specifications: \_\_\_\_\_

Project		Design Class	Approx. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
					Survey	Design	Const. Staking <sup>1/</sup>
N/A							

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

## Scaling Instructions and Specifications

Name and Date of Governing Instructions: \_\_\_\_\_

### Scaling Specifications

Species	Product	Maximum Scaling Length (feet)	Trim Allowance		
			Diameter Range (inches)	Length Range (feet)	Trim Allowance (inches)
All	All	20	All	All	6

### Scaling Services

Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit \$
All	Forest Service Approved Locations with Certified Scales	Total (100%) Weight Scale	.00

## APPLICABLE REGIONAL CLAUSES MAY BE ADDED

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

This Division is organized into Parts, Sections, Subsections, and Items. These are numbered in accordance with the following scheme: Part BI.0, Section BI.1, Subsection BI.11, and Item BI.111. References to a Part include all Sections, Subsections, and Items within that Part; references to a Section include all Subsections and Items within that Section; and references to a Subsection include all Items within that Subsection. Cross references within this contract cite the reference number of the applicable Division, Part, Section, Subsection, and Item. Descriptive headings used are not to be considered in determining the rights and obligations of the parties hereunder. The Standard Clauses in this Division are subject to Specific Conditions of the contract stated in Division A. Wherever appropriate, Specific Conditions established in Division A are herein cited by reference number. References to Standard Clauses also apply to Special C Clauses with the same numbers. These clauses are applicable only to the timber removal portion of the **Black Helicopters** Stewardship Contract except where otherwise specifically referenced. "Timber" when used in this appendix includes timber and other products.

### B1.0—CONTRACT AREA

#### B1.1 Contract Area Map.

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

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

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

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

## **B2.0—TIMBER SPECIFICATIONS**

**B2.1 Included Timber.** “Included Timber” consists of:

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

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

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

**B2.13 Damaged Timber.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **B3.0—RATES OF PAYMENT**

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

#### **B3.4 Other Payment Rates.**

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

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

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

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

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

**B3.45 Undesignated Timber Unnecessarily Damaged or Negligently or Willfully Cut.** Undesignated timber meeting Utilization Standards and unnecessarily damaged or negligently or willfully cut by Contractor, if included by Forest Service, shall be cut, removed, and paid for at Current Contract Rates and Required Deposits that are in addition to liquidated damages under B3.46. If such timber is of a species or size not listed in Division A or is of a quality different from designated timber, Contracting Officer shall establish payment rates in accord with standard Forest Service methods.

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

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

#### **B4.0—PAYMENTS**

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

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

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

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

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

Contractor shall make cash deposits to meet Contractor's obligations within 15 days of billing by the Forest Service. Deposits shall be made to Forest Service, USDA, by mail or delivery to the address shown on the bill for collection.

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

#### **B6.0—OPERATIONS**

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

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

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

**B6.4 Conduct of Logging.** Unless otherwise specifically provided herein, Contractor shall fell trees designated for cutting and shall remove the portions which meet Utilization Standards, except for occasional trees inadvertently not cut or trees or pieces not removed for good reason, including possible damage to forest resources or gross economic impracticability



at the time of removal of other timber. Logging shall be conducted in accordance with the following, unless other clauses set forth requirements to meet special or unusual logging conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Such protection shall be provided, prior to end of 10/15, for all disturbed, unprotected ground that is not to be disturbed further prior to end of operations each year, including roads and associated fills, tractor roads, skid trails, and fire lines. When weather permits, operations during 10/15-6/15 Contractor shall keep such work on any additional disturbed areas as up to date as practicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Weighing facilities shall meet the following minimum requirements:

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

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

Contractor shall bear all charges or fees for weighing services.

**B6.82 Presentation for Scaling.** Contractor shall present products so that they may be Scaled in an economical and safe manner. If prior to Scaling, Included Timber is to be mixed with other timber, Contractor shall, prior to mixing, provide for distinguishing, by means approved by Forest Service, each product included in this contract.

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

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

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

**B6.83 Scaling Other Products.** The Scaled volume of material presented for Scaling in forms other than those stated in

Division A, when appropriate, shall be converted to the Division A unit of measure by the application of standard converting factors and procedures in effect at the time the contract was sold. Other converting factors may be used by written agreement.

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

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

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

**B6.841 Route of Haul.** As part of the annual Operating Schedule, Contractor shall furnish a map showing the route of haul over which unscaled products will be transported from Contract 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 Contract Area shall be transported over the designated routes of haul. Contractor shall notify Forest Service when a load of products, after leaving Contract Area, will be delayed for more than 12 hours in reaching Scaling location.

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

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

Contractor and Forest Service shall agree to locations for accountability checks and remote check Scales in advance of haul. Such locations shall be established only in areas where it is safe to stop trucks.

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

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

- (a) Hammer brand all products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter.
- (b) West of the 100th meridian, paint with a spot of highway-yellow paint all domestic processing products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter. Each paint spot must be no less than three (3) square inches in size.
- (c) Contracting Officer shall assign brands and, if Contract Area is within a State that maintains a log brand register, brands shall be registered with the State. Contractor shall use assigned brand exclusively on logs from this contract until Contracting Officer releases brand. Contractor will furnish and apply highway-yellow paint of a lasting quality (oil-base or equivalent).

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

**B6.85 Scaling Lost Products.** The volume of lost products shall be determined by the best methods currently available, using data from the records for the period in which the loss occurred or the most applicable period if loss should occur substantially after cutting. In the absence of specific information indicating size or species of lost products, species

distribution and volume for entire truckloads shall be assumed to be the same as the average volume Scaled per truck during the report period, and for individual products it shall be assumed that the volume and species were the average volume of the highest priced species Scaled during the report period.

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

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

## **B8.0—OTHER CONDITIONS**

### **B8.1 Title and Liability.**

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

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

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

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

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

**NOTE TO CO – THERE ARE A LOT OF REFERENCES TO OTHER CLAUSES IN THE NEXT SECTION. IF YOU USE ANY OF THESE CLAUSES, BE SURE TO CHECK THE REFERENCES TO ENSURE YOU ARE NOT REFERENCING CLAUSES THAT SHOULD BE EXCLUDED.**

***INSERT WO AND REGIONAL C CLAUSES AS NEEDED AND NOT IN CONFLICT WITH OTHER SECTIONS OF THIS CONTRACT.***

**C1.21 - UNPATENTED MINING CLAIMS (10/04).** Contractor's Operations under this contract shall not endanger or materially interfere with mining operations on unpatented mining claims.

Contractor shall preserve any claim corners, boundary markings, roads, mine workings, geochemical sample locations, surface improvements, water ditches, or other mining improvements and equipment. Any improvements that are damaged or destroyed by Contractor's Operations shall be repaired or replaced by Contractor unless a waiver is received from the mining claim owner.

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

Sawtimber is defined as:

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

**C2.303# - DEAD TREES (10/04).** Notwithstanding the designations for cutting in other provisions of this contract, dead All standing trees over N/A in height and N/A diameter at breast height and dead standing trees meeting Utilization Standards stated in A2 will be left standing in Cutting Unit(s) All.

Upon agreement by the Forest Service, dead trees may be felled when necessary for safety under the State Safety Code. Unless otherwise agreed in writing, all dead trees which are required to be left standing and are felled for safety reasons shall be left on site.

**C2.357# – LEAVE TREE DESIGNATION BY SPECIES, DIAMETER AND SPACING. (2/2/2016).**

Within Cutting Unit(s) **All** as shown in the Leave Tree Designation Table and on the Sale Area Map, the following trees are reserved:

**Leave Tree Designation (LTD) Table**

<b>Subdivision(s) or Cutting Unit(s)</b>	<b>Designated Leave Tree Species</b>	<b>Equal to or More than Stump Diameter (Inches)</b>	<b>Less than Stump Diameter (Inches)</b>
All	All except GF	34" LIVE	NA

**Leave Tree Spacing Criteria:** In the remaining portion of the unit, leave the largest diameter, **LIVE: WL, PP, DF, ES,** tree, in that order of preference, to achieve a tree spacing of **25-30** feet. These trees shall be spaced off of leave trees as designated in the Table above, when encountered. All other trees, **LIVE,** that meet Utilization Standards are designated to be cut and removed. In addition, all trees Marked with **Yellow** paint are reserved from cutting.

Distances are measured horizontal distance, outside bark stump height to outside bark at stump height. Stump diameter is measured outside bark at **12** inches above ground level on the uphill side of the tree and is the average of a measurement across the short axis through the true center of the stump and a second measurement at right angles to the short axis. A minimum stump height of **12** inches above ground level on the uphill side shall be left in the units listed above.

The boundaries of units are marked on three (3) sides of the cutting unit boundary trees with vertical stripes of **ORANGE** paint extending from diameter breast height (DBH) upwards approximately three (3) feet. The middle stripe of paint faces the cutting unit and the other two stripes face on line with the cutting unit boundary. In addition, each boundary tree has a horizontal stump mark painted on the downhill side of the tree at ground level. Trees used for boundary designation are not to be cut.

**C4.3 – PAYMENT GUARANTEED BY BOND. (8/21)** To guarantee payment, Contractor may furnish and maintain an acceptable surety bond. The penal sum of such surety bond shall be the maximum amount of the payment guaranteed. For payment purposes, penal sum of the surety bond shall be in lieu of the performance bond furnished under C9.1.

**C4.31 – BLANKET BOND. (8/21)** If Contractor furnishes an acceptable bond in accordance with C4.3 to guarantee payment for timber from this and other timber sales within the same National Forest, the amount of such bond shall be allocated to such timber sales by Forest Service. When there is to be no timber cutting hereunder for 30 days or more and payment of current charges has been made, the allocation to this timber sale shall be reallocated to other timber sales at Contractor's request. Contractor shall not start cutting hereunder until this timber sale receives an allocation that will meet the obligation for payment guarantee.

**C5.12# – USE OF ROADS BY CONTRACTOR (9/04).** Contractor's use of existing roads identified on Contract Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

<u>Code</u>	<u>Use Limitations</u>
X	Hauling prohibited
R	Hauling restricted
U	Unsuitable for hauling prior to completion of agreed reconstruction
P	Use prohibited
A	Public use restriction
W	Regulation waiver

Roads coded A will be signed by Forest Service to inform the public of use restrictions. Contractor's use of roads coded R, A, or W shall be in accordance with the following restrictions:

#### **Restricted Road List**

<b>Road Number</b>	<b>Road Name</b>	<b>Termini</b>		<b>Map Legend</b>	<b>Description of Restrictions</b>
		<b>From</b>	<b>To</b>		
451	Blacktail	0	End	A	Prohibit Public Motor Vehicle Use 12/1-6/15
475	Downey Creek	0	End	X	



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

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

1. Removal of snow from entire width of road surface including turnouts.
2. Removal of snow slides, minor earth slides, fallen timber and boulders that obstruct normal road surface width including turnouts.
3. Maintenance of drainage so that the drainage system will function efficiently and prevent erosion damage.

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

1. All debris, except snow and ice, that is removed from the road surface and ditches shall be deposited away from stream channels at agreed locations.
2. During snow removal operations, banks shall not be undercut nor shall gravel or other surfacing material be bladed off the roadway surface.
3. Ditches and culverts shall be kept functional during and following road use.
4. Snow berms shall not be left on the running surface of the road. Berms left on the shoulder of road shall be removed and/or drainage holes shall be opened and maintained in them. Drainage holes shall be spaced as needed to obtain satisfactory surface drainage without discharge on erodible fills.
5. Dozers or skidders shall not be used to plow snow on system roads without written approval of Forest Service. If approved, dozers and skidders must be equipped with shoes or runners to keep the plow blade a minimum of two inches above the road surface.
6. Snow removal must be done in such a way as to protect surface water drainage structures and the road surface. Any damage from, or as a result of, Contractor's snow removal work shall be restored in a timely manner at Contractor's expense.

**C5.32# – ROAD MAINTENANCE DEPOSIT SCHEDULE (8/12).** Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Contractor's performance of road maintenance, Contractor shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Contractor's commensurate use of each road listed in the Road Maintenance Plan in C5.31#.

Contractor and Forest Service may agree in writing on adjustment of such rates. If Contractor uses roads under jurisdiction of Forest Service other than those listed in the Road Maintenance Plan, Forest Service shall establish rates commensurate with Contractor's use of such roads.

The Required Deposits for Forest Service work in lieu of Contractor performance are \$ N/A per N/A for recurrent maintenance, and \$ 1.85 per Ton for deferred maintenance.

The following table lists who Contractor will make deposits for road maintenance to, and the rate per unit of measure of the deposit. The Road Maintenance Agreement is available for inspection at the Forest Supervisor's Office.

**C6.10 - PREWORK CONFERENCE (10/04).** Annually, prior to commencement of work, a prework conference will be held to discuss contract terms and work performance requirements. Also at this meeting such things as responsibility under OSHA, and procedures for how undesigned timber that may have to be added to the contract (including danger trees) shall be discussed and documented.

The Contractor, or designated representative, will arrange for the meeting with the Contracting Officer.

**C6.23 - PROTECTION OF LAND SURVEY MONUMENTS (10/04).** Forest Service shall appropriately designate on the ground all known survey monuments including but not limited to horizontal control stations (Triangulation Stations), vertical control stations (Bench Marks), property corner monuments, and all Public Land Survey System monuments. This shall include reference monuments, corner accessories such as bearing trees, line trees and line posts. Identifying signs shall be posted by Forest Service on two sides of each known bearing tree and each line post shall be posted with a metal sign or decal. Line trees may be cut if designated under B2.3.

In authorized clearings such as Clearcutting Units and road construction clearings, and in other instances where damage to survey monuments, corners, corner accessories and survey of property line markers is unavoidable, Forest Service shall arrange protective or perpetuative action which does not cause unnecessary delay to Contractor.

Contractor shall protect all known survey monuments, witness corners, reference monuments, bearing trees and line markers against avoidable destruction, obliteration or damage during Contractor's Operations. Additional monuments or objects discovered on the area shall be promptly reported to the other party and shall also be protected. If any known monuments, corners, corner accessories, and survey or property line markers are destroyed, obliterated or damaged during Contractor's Operations, Contractor shall employ a registered professional land surveyor to reestablish or restore at the same location the monuments, corners, corner accessories or line markers. Such surveyors shall use procedures and monumentation that accords with the Bureau of Land Management Manual of Instructions for the Survey of the Public Lands of the United States for

General Land Office surveys and any applicable State statutes concerned with land surveys. Contractor's agent shall record such surveys in accordance with state survey statutes.

**C6.316# - LIMITED OPERATING PERIOD (5/05).** Except when agreed otherwise in writing, Contractor's Operations shall be limited as follows:

**No work shall be completed within the Sale Area from 11/15-3/15 annually to minimize disturbance to elk winter range.**

**Closures are expected on Mount Idaho Grade from approximately 4/1/2023-9/30/2023 due to Grangeville Hwy District repaving. Access and/or log haul may be prohibited during that time.**

**No log haul will be allowed on FSR244 and FSR451 until specified road work has been completed. The work is currently under a Good Neighbor Authority contract with the state. Work is expected to be completed by 9/23.**

**Felled timber meeting utilization specifications in A2 shall be hauled within 90 days of felling.**

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

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

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

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

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

**C6.339 - ACCIDENT AND INJURY NOTIFICATION (4/05).** Contractor shall notify Forest Service of any lost time personal injury accident or any accident or vandalism resulting in personal property damage over \$400 in value that occurs as a result of or is associated with Contractor's Operations.

Contractor shall notify Forest Service within 8 hours of any personal injury accident. For vandalism and personal property accidents, Contractor shall notify Forest Service at the same time notification is given to the state and local law enforcement authorities.

Contractor shall take all reasonable measures after an accident or vandalism event to preserve the scene of the incident and provide information to facilitate a Forest Service investigation.

The method of notification shall be agreed to in writing at the prework conference required by provision C6.10.

**C6.341 – PREVENTION OF OIL DISCHARGES. (7/22)** If Contractor maintains storage facilities for oil or oil products on Contract Area, Contractor shall take appropriate preventative measures to ensure that any harmful discharge of such oil or oil products does not enter into or upon any navigable waters, adjoining shorelines, or other waters of the United States, as prescribed in 40 CFR 110. As soon as Contractor has knowledge that measures, as described in BT6.34 fail to prevent a discharge into or upon navigable waters or adjoining shorelines of the United States, Contractor shall notify the Forest Service Representative the National Response Center and any other appropriate State agencies. In accordance with 40 CFR 110.6, all harmful discharges that occur as a direct or indirect result of Contractor's operations, regardless of whether such discharges are caused by Contractor's employees, agents, Subcontractors, or their employees or agents, directly or indirectly, as a result of Contractor's Operations must be reported.

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

- (a) Contractor maintains above ground storage facilities, including mobile storage, for oil or oil products on the Contract Area and the total storage capacity for these products exceeds 1,320 gallons in either a single container of greater than 1,320 gallons, or in multiple containers of 55 gallons or greater, and
- (b) there is a reasonable expectation that a harmful discharge could reach navigable waters of the United States, adjoining shorelines or other waters as prescribed in 40 CFR 112.

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

**C6.351# - WASHING EQUIPMENT (1/18).** In order to prevent the spread of noxious weeds into the Contract Area, Contractor shall be required to clean all logging equipment and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks and cars prior to entry on to the Contract Area. This cleaning shall remove all soil, plant parts, seeds, vegetative matter, or other debris that could contain or hold seeds. Only logging and construction equipment so cleaned and inspected by the Forest Service will be allowed to operate within the Contract Area. All subsequent move-ins of equipment to the Contract Area shall be treated in the same manner as the initial move in.

Contractor shall employ whatever cleaning methods are necessary to ensure that all logging and construction equipment is free of noxious weeds. Equipment shall be considered free of soil, seed, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools is not required.

In order to prevent the spread of noxious weed species N/A the Contract Area, Contractor shall be required to clean all logging and construction equipment that operates in N/A prior to the equipment leaving N/A. Contractor and Forest Service shall agree on methods of cleaning, locations for the cleaning, and control of off-site impacts, if any.

Unless otherwise agreed, Contractor shall give the Forest Service at least 24 hours' notice when equipment is ready for inspection. Notification will include an agreed upon location where the equipment will be available for inspection by the forest service.

New infestations of noxious weeds, of concern to Forest Service and identified by either Contractor or Forest Service, on the Contract Area or on the haul route, shall be promptly reported to the other party. Contractor and Forest Service shall agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found. A current list of noxious weeds of concern to Forest Service is available at each Forest Service office.

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

<b><u>Cutting Unit</u></b>	<b><u>Conduct of Logging</u></b>
All	Equipment used in the operations of the timber sale or stewardship contract shall meet approved industry safety standards as required by OSHA.
All	No mechanized felling of timber shall be permitted in cutting units <b><u>ALL</u></b> . All included timber shall be felled by hand.
All	Helicopter yarding is required.

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

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

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

- A. The location and extent of landing area are staked on the ground. The extent or limits shall include the total area of excavation and fill, if any.
- B. The clearing needed outside the constructed landing area needed for takeoffs and landings are flagged or otherwise designated.
- C. Plans are made to dispose of clearing and landing construction slash and debris.

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

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

Designation of on the ground work shall be done as promptly as feasible unless it is agreed that the location of such work can be established without marking on the ground.

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

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

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

**HAZARD REDUCTION AND  
SITE PREPARATION PLAN**

## GENERAL

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

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

## UNIT SPECIFIC

<b>Slash Treatment Methods:</b>	<b>Specifications:</b>
<b><u>Landing Cleanup Cutting Units ALL</u></b>	A landing is considered a place where any logs or products are gathered for processing and/or loading . Unless otherwise agreed, all slash accumulated at landings shall be piled. Piles shall be reasonably compact and free of soil to facilitate burning. Piles shall be of a size and location which will not impair road use or result in damage to residual timber. The piling of landings will be done by a grapple-type loader, excavator or as otherwise agreed to by Forest Service.
<b><u>Whole Tree Yarding Cutting Units ALL</u></b>	Whole trees shall be skidded or yarded to landings. Contractor shall leave tops and limbs of felled trees attached to Included Timber.
<b><u>Fell Damaged Residual Cutting Units ALL</u></b>	Contractor shall fell all species over <u>2</u> feet in height not meeting minimum diameter specifications for Included Timber and damaged beyond recovery by Contractor's Operations. Such trees shall be limbed, and stems bucked into lengths shorter than <u>15</u> feet. Stumps shall not exceed <u>6</u> inches in height from ground surface as measured on the uphill side and shall be cut flat. Trees shall be completely severed from the stump leaving no live limbs on the stump. Tops, stems and limbs will not extend over <u>24</u> inches in height above the ground.

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

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

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

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

- a. Sale name
- b. Load Removal Permit number
- c. Date and time weighed

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

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

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

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

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



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

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

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

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

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

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

**C7.2 - NORMAL PRECAUTIONS (3/21).** Specific fire precautionary measures are set forth below. Upon request of Forest Service, Contractor shall permit and provide an individual to assist in periodic testing and inspection of required fire equipment. Contractor shall promptly remedy deficiencies found through such inspecting and testing.

The following requirements specified by the state of **Idaho** shall apply during the period stated in A12 and during other such periods as specified by Forest Service.

## **STATE OF IDAHO REQUIREMENTS**

### **1. INCORPORATION BY REFERENCE.**

Spark Arrester Guide – General Purpose and Locomotive (GP/Loco), Volume 1, September 2012, 1251 1809-SDTDC as revised and updated.

Spark Arrester Guide – Multiposition Small Engine (MSE), Volume 2, August 2012, 1251 1808- SDTDC as revised and updated.

Spark Arrester Guide – Off- Highway Vehicles (OHV), Volume 3, April 2012, 1251 1805-SDTDC as revised and updated.

## 2. DEFINITIONS

**Block:** A piece of logging equipment where steel rope or cable is actively turning the block's pulley and used as part of a cable logging/yarding system for the specific purposes of establishing tail hold anchor points, intermediate support of main lines, or carriage haul-back capability for the purposes of yarding or hauling of logs to a log landing for transportation to a mill or processing facility.

**Cable or Cable Assisted Logging:** A harvest system for felling or yarding of forest product materials consisting of the use of a cable assisted harvester or the use of a yarder, spar tree, or intermediate support with motorized or non-motorized carriage to transport logs to the landing for further processing purposes.

**Metal Tracked Harvester:** Any machine with metal tracks used to fall, bunch or process trees into forest products at the stump.

**Serviceable:** In good working order and fully functioning to perform the primary job intended for extended periods of time.

## 3. SPARK ARRESTERS.

Requirements. Steam or internal combustion engines must be equipped with properly installed, maintained, and effectively working spark arresters that comply with the standards set forth in the San Dimas Technology and Development Center's "Spark Arrester Guide(s).")

Exemptions. The following are exempt from the requirements:

- a. Turbo-charged internal combustion engines in which one hundred percent (100%) of the exhaust gases pass through the turbo-charger.
- b. Engines of passenger-carrying vehicles and light trucks, equipped with baffle-type muffler and tailpipe through which all exhaust gasses pass, that are kept in good repair.
- c. Engines of heavy-duty trucks equipped with a vertical exhaust stack and muffler extending above the cab of the vehicle.
- d. Engines of water pumping equipment used in firefighting.
- e. Engines of helicopters and other aircraft.

## 4. FIRE TOOLS AND FIRE EXTINGUISHERS.

Basic Fire Cache. Contractor will have available for firefighting purposes the number of tools and tool boxes set forth in Table 1. Contractor's Operations having more than ten (10) people must use multiples of any of the columns in the table to arrive at a tool distribution equal to or in excess of the number of people in the Contractor's Operations

TABLE 1

People in Operation	2 - 5	6 - 8	9 - 10
Tool Box	1	1	1
Shovels	2	4	5
Pulaskis	2	4	4
5 gallon pump cans or bladder bags	1	1	2

- a. The tool boxes must be clearly marked “FOR FIRE USE ONLY”; and the tools required must be in a location immediately accessible for firefighting purposes, maintained in a serviceable condition and be fully functional at the time of deployment.
- b. Warming Fires or Campfires. Except when in designated developed campgrounds or when traveling as a pedestrian, all persons or parties igniting warming fires or campfires will be equipped with the following:
- One (1) serviceable shovel at least twenty-four (24) inches in overall length with six (6) inch or wider blade.
  - One (1) water container, capacity one (1) gallon or more.
- c. Power Equipment. Each unit of mobile or stationary power equipment other than portable power saws, trail bikes, motorcycles, all-terrain vehicles and similar type vehicles operating must be equipped with a minimum of one (1) chemical fire extinguisher rated by the Underwriters Laboratory as not less than 4-BC and a minimum capacity of 2.5 lbs.
- d. Portable Power Saw. Any person using a portable power saw must have the following immediately available for the prevention and suppression of fire:
- A fully charged operable fire extinguisher of at least eight (8) ounce minimum capacity.
  - A serviceable round-pointed size zero (0) or larger shovel.

5. WATER SUPPLY AND EQUIPMENT.

Contractor’s Operations using a cable logging system or a metal tracked harvester during the period of July 1st through September 30th annually must provide the following water supply and fire suppression equipment in the Sale Area at an agreed to location.

- a. Water Supply.
- The water supply must consist of a self-propelled motor vehicle or trailer equipped with a water tank containing not less than two hundred (200) gallons of water.

- ii. Trailers used for this purpose will be equipped with a functional hitch attachment and have a serviceable tow vehicle immediately available to provide for timely fire suppression response.

b. Water Delivery.

- i. Water pump. The size and capacity of the water pump must be sufficient to provide a discharge of not less than twenty (20) gallons per minute when pumping through fifty (50) feet of hose of not less than three quarter ( $\frac{3}{4}$ ) inch inside diameter with an adjustable nozzle at pump level.
- ii. Hose and nozzle. At least five hundred (500) feet of serviceable hose of not less than three quarter ( $\frac{3}{4}$ ) inch inside diameter and a nozzle.

c. Readiness.

- i. All hose, motor vehicles, trailers, tanks, nozzles and pumps will be kept ready for immediate use during active operations, including fire watch service as set forth in this provision.
- ii. The water supply, pump, a minimum of two hundred (200) feet of hose packaged in a suitable manner for immediate deployment, and the nozzle will be maintained as a connected, operating unit ready for immediate use.

6. FIRE WATCH SERVICE.

Contractor's Operations that are conducted within a Stage 2 proclamation area must provide Fire Watch Service on the Sale Area.

a. Duties and Requirements. Fire Watch Service consists of at least one (1) person who:

- i. Is constantly on duty for three (3) hours after all power-operated equipment has been shut down for the day.
- ii. Visually observes the operating area where Contractor's Operations occurred during the day.
- iii. Has adequate equipment for transportation and communications to summon fire-fighting assistance in a timely manner; and
- iv. Immediately responds to fires as required in B7.3 Fire Control, and to initiate such fire suppression actions to suppress the fire within the scope of their knowledge, skills and abilities.

7. CABLE OR CABLE ASSISTED LOGGING.

The following practices and equipment are required when conducting cable logging operations.

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- a. Clear the ground of all flammable debris for not less than ten (10) feet slope distance from the point directly below any block.
- b. Prevent moving lines from rubbing on rock or woody material in such a way to cause sparks or sufficient heat that may cause fuel ignition.
- c. Provide a water supply that complies with the capacity, pump, hose, nozzle and readiness requirements set forth in item 5. Water Supply and Equipment.
- d. Provide at each block:
  - i. One (1) pump equipped can or bladder containing not less than five (5) gallons of water; and
  - ii. One (1) round pointed size zero (0) or larger shovel in a serviceable condition

8. BLASTING.

Fuse or prima cord shall not be used unless authorized in writing by Forest Service, with special precautions stated.

9. SMOKING.

Smoking shall not be permitted within logging operations except on surfaced or dirt roads, at landings, within closed vehicles, in camps or at other posted places. Smoking shall not be permitted while working or traveling on foot, within or through Sale Area.

10. PRECAUTIONS FOR WOOD STOVES

Stovepipes on all temporary buildings, trailers, and tents using wood-burning stoves shall be equipped with roof jacks and serviceable spark arresters of mesh with openings no larger than 5/8 inch. All stovepipes, inside and out, shall not be closer than two (2) feet from any wood or other flammable material or one (1) foot if the combustible material is protected by a metal or asbestos shield.

11. DEBRIS AROUND BUILDINGS

The grounds around buildings, tents and other structures shall be kept free of flammable material for a distance of at least 15 feet from the wall of such structures.

12. STORAGE OF PETROLEUM AND OTHER HIGHLY INFLAMMABLE PRODUCTS

Gasoline, oil, grease, or other highly flammable material shall be stored either in a separate building or at a site where all combustible debris and vegetation is cleared away within a radius of 25 feet. Fire extinguishers and/or sand barrels may be required at such locations specified by Forest Service when unusually hazardous conditions exist.

### 13. EMERGENCY MEASURES

Additional measures and/or other special requirements necessary during periods of critical fire-weather conditions shall be included in the fire prevention and presuppression plan.

### 14. WELDING.

Welding and use of cutting torches or cutoff saws will be permitted only in areas that have been cleared or are free of all material capable of carrying fire. Flammable debris and vegetation must be removed from within a minimum 10-foot radius of all welding and cutting operations. A shovel and a 5-gallon standard backpack water container filled and with handpump attached shall be immediately available for use in the event of a fire start.

**C7.201 - FIRE PRECAUTIONS (HELICOPTER) (2/05).** In addition to Normal Precautions provided for in C7.2, Contractor shall provide or take the following precautions or actions where helicopter yarding is specified or permitted.

A. Fire tools, including backpack pump and tool boxes, required at landings shall have a sling arrangement for immediate helicopter transportation of the tools to the vicinity of any fire within Contract Area. The sling arrangement shall not impede access to the tools.

B. Notify Forest Service immediately upon discovery of any fire in or adjacent to the operating area.

C. Store inflammable liquids (fuel) only in tank trucks or trailers specifically designed for storing and transporting liquid fuel or in stationary tanks securely bedded on skids or frames to prevent rolling or tipping. Fuel storage area shall be adequately diked with dirt to prevent fuel spillage or leakage from spreading beyond the diked area. Mobile fuel tanks (trailers or trucks) shall also be parked within a diked area.

Polyethylene, rubber or other flexible type fuel storage facilities will not be permitted on National Forest land.

D. Provide at 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:

1. Where said capacity does not exceed 200 gallons per minute, at least one (1) approved extinguisher having a minimum rating of 20-B,

2. Where said capacity is in excess of 200 gallons per minute, but not over 350 gallons per minute, one (1) approved extinguisher having a minimum rating of 80-B,
3. Where said capacity is in excess of 350 gallons per minute, two (2) approved extinguishers, each having a minimum rating of 80-B.

Extinguishers of over 50 pounds gross weight shall be of the large diameter wheel type or be mounted on carts to provide mobility and ease of handling.

E. Provide a suitable helicopter water bucket which can be readily lifted and transported by the yarding helicopter to deliver water to a fire by dropping the water from the bucket by a remote gate release. The bucket shall be of a size capable of holding water equal in weight to 60 percent of the helicopter's external gross load as indicated in the Flight Operation Manual accompanying the helicopter and as approved by the Federal Aviation Administration for a standard day.

The bucket shall be located at the landing to which the helicopter is yarding logs and be ready for immediate use with a maximum hookup and get-away time of five (5) minutes. The bucket will either be kept full of water or retardant to the lift capacity of the aircraft at expected temperatures or a system provided acceptable to Forest Service, which has the capacity to fill the bucket within the 5-minute maximum hookup and get-away time.

Contractor shall develop or provide a water source from which the required bucket can be hoverfilled at least three (3) times without resupply. The water source, natural or artificial, shall be within five (5) minutes, round trip, by helicopter from Contract Area.

At least once a month the water bucket will be checked by making at least one (1) hookup and drop to assure that it is in operating condition.

F. Every aircraft used in conjunction with Contractor's Operations shall be equipped with an operable radio system. The radio system shall be capable of transmitting and receiving on VHF frequency 122.85 Megahertz (MHz) with a minimum output of 5 watts at the transmitter. The system shall be located and installed so that the pilot can operate it while flying. A shielded all-weather broad-band antenna shall be part of the system. Radio and antenna shall be properly installed and maintained.

Upon discovery or notification of a fire on the Contract Area, all aircraft pilots controlled by the Contractor shall monitor VHF frequency 122.85 MHz within 5 miles of the fire and broadcast their intentions.

#### **C8.66# – USE OF TIMBER (Option 1) (9/04).**

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

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

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

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

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

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

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

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

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

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

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

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

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

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

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

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