

Region: Pacific N-West
 National Forest: Deschutes
 Ranger District: Bend/Ft Rock

U.S. DEPARTMENT OF AGRICULTURE - FOREST SERVICE Page 1, FS-2400-4 (04/2012)
 FOREST PRODUCT CONTRACT and CASH RECEIPT OMB No. 0596-0085
 (Ref. FSM 2430, FSH 2409.18, and FSH 6509.17)

Purchaser's Name and Complete Address:	TSA Contract No.	Sale Name: Waterline Decks		
		Payment Method:		
	Award Date	Termination Date	Total Sale Acres	Acres to be Cut
		11/30/2016	1	1
	Type of Sale: Premeasured		Sale Condition: Regular	
	Load Ticket Numbers: From:		Thru:	
Purchaser's Tax Identification Number:	Sale Area Description: T18S., R11E., Section 3; W.M., Surveyed, Deschutes County, Oregon			
Vehicle Information:		Remarks:		
Year:	License Plate:			
Make:	State:			
Color:	Model:			
Performance Bond Amount: \$				
Original Contract: Yes	Modification No:			

INCLUDED PRODUCTS

Species	Product	Unit of Measure	Estimated Quantity	\$ Rate per Products	\$ UOM Assoc. Charges	\$ Total Products	\$ Total Assoc. Charges
Ponderosa Pine and Other Coniferous Species	Fuelwood	CCF	46.00				
Total Quantity			46.00		Total		\$.00

UTILIZATION STANDARDS

Species	Product	Unit of Measure	Minimum Specifications					
			DBH (Inches)	No. of Min. Pieces per Tree	Piece Required to be Removed			Maximum Stump Height
					Length (Feet)	D.I.B. at small end (Inches)	Net Scale in % of Gross Scale	
Ponderosa Pine and Other Coniferous Species	Fuelwood	CCF	5.0	1	8	3.0	N/A	12

GENERAL CONDITIONS

The Purchaser, by signing Page 1, binds the Purchaser and the Forest Service, acting through the Contracting Officer, to the contract terms.

1. The boundaries of the sale area, payment unit, and any cutting or harvesting areas are as shown on the attached sale area map, which is made a part of this contract. All sale area map detail indicating location is approximate; therefore, actual locations, as the Forest Service has designated on the ground, take precedence over the sale area map. The location of the sale area and its estimated acreage are shown on Page 1.

Valid claims are excluded from the sale area, unless the claimant authorizes, in writing, timber cutting or product harvesting on the claim, except for valid claims on which timber cutting or product harvesting is authorized under the Act of July 23, 1955 (30 USC 612, 613, and 614).

2. The Purchaser's failure to execute and return this contract in conformance with the terms, conditions, and requirements contained in the Contracting Officer's letter of award shall constitute repudiation of the Purchaser's bid and breach of this contract. The Purchaser agrees that the Purchaser's bid guarantee, if required in the advertisement, shall be retained by the Contracting Officer to be applied toward damages due the United States.

3. The Purchaser shall complete all requirements of this contract prior to the termination date. A time extension may be granted at the discretion of the Contracting Officer if the Purchaser has operated in a diligent manner.

4. The Forest Service has determined the estimated quantities of included products listed on Page 1 prior to award of this contract. The Contracting Officer or designee will determine any additional designated products prior to felling or harvesting during the term of the contract. The Forest Service makes no representation, warranty, or guarantee of the accuracy of the estimate.

5. This contract is non-transferable.

6. No Congress Member or Resident Commissioner shall benefit from this contract unless made with a corporation for its general benefit (18 USC 431,433).

7. The conditions of this contract are completely set forth, and none of its terms can be varied or modified, except by written agreement between the Purchaser and the Contracting Officer approving the contract, or the Contracting Officer's successor, or superior officer, and in accordance with the regulations of the Secretary of Agriculture.

8. No Purchaser, contractor, subcontractor, agent, or employee shall discriminate in performance of this contract against any person on account of race, color, religion, age, sex, or national origin.

9. The Forest Service agrees to sell and the Purchaser agrees to purchase, cut or harvest, and remove all included products described on Page 1. Designation(s) for cutting is (are) shown in Other Conditions. Title to all timber or forest products included in this contract shall remain with the United States until its estimated quantities have been determined by the Contracting Officer or designee and paid for and removed from the sale area by the Purchaser. The Purchaser shall not cut or harvest any timber or forest products until the Contracting Officer or designee has determined the estimated quantities and the timber or forest products has been paid for by the Purchaser.

The Purchaser shall cut or harvest and remove included products in strict accordance with the conditions on Page 1, the General Conditions, and with all conditions and requirements in the attached Other Conditions,

which are hereby made a part of this contract, and with the regulations prescribed by the Secretary of Agriculture.

The Contracting Officer or designee may designate additional timber products, if included products is timber, not included in the original volume estimate for cutting within the sale area, as needed to utilize damaged trees, trees to be removed in authorized clearings, or trees unnecessarily damaged or cut by the Purchaser. The Purchaser shall pay for additional timber at rate per products and associated charges per unit of measure listed on Page 1, in addition to any payments for liquidated damages under General Condition 15 and/or in Other Conditions. The additional timber will become included products when designated by the Contracting Officer or designee.

The Contracting Officer or designee and the Purchaser may agree in writing to make minor adjustments in boundaries of cutting units or in the timber individually marked for cutting.

10. As a further guarantee of the faithful performance of the provisions of this contract, the Purchaser shall maintain a cash performance bond in the amount listed on Page 1.

11. The Purchaser shall pay to the USDA Forest Service by the time the contract is required to be executed and returned by the Purchaser, the total sale value for total products and total associated charges stated on Page 1, for product values which includes sale area betterment funds (Act of June 9, 1930, 16 USC 576b), slash disposal funds (Act of April 24, 1950, 16 USC 490), and road maintenance deposits, if any.

12. The Contracting Officer or designee may, in writing, suspend operations on the sale area, including removal of included products, if the Purchaser violates contract requirements, or the Contracting Officer may terminate this contract for the Purchaser's serious or continued violations of its terms.

The Purchaser agrees to interrupt or delay operations under this contract, in whole or in part, upon the written request of the Contracting Officer: (a) to prevent serious environmental degradation or resource damage that may require termination of the contract, (b) to comply with a court order, or (c) upon determination of the appropriate Regional Forester, that conditions existing on this contract area are the same as, or nearly the same as, conditions existing on contract(s) named in such an order as described in paragraph (b).

13. The Contracting Officer may terminate this contract, without liability to the Government, to prevent serious environmental degradation, to comply with a court order, or for the convenience of the Government.

14. All monies paid under the contract shall, upon the Purchaser's failure to fulfill the terms of the contract, be retained by the Contracting Officer to be applied toward completion of Purchaser's uncompleted work or damages due the United States.

15. The Purchaser shall pay for unnecessary damage to or negligent or willful cutting of merchantable timber, if timber is an included product, meeting utilization standards on Page 1 at an amount equivalent to the bid rate. In view of the difficulty in determining the actual damage to the United States, the amounts specified above shall be considered liquidated damages; provided, that, if such damage involves small amounts of material, and in the judgment of the Contracting Officer or designee, is justified by existing conditions, the payments may not be required. In addition to liquidated damages, if designated for removal by the Contracting Officer or designee under General Condition 9, the Purchaser shall make payments at the rate per products listed on Page 1 for timber meeting utilization standards and for associated charges for the total quantity of material involved.

The Contracting Officer or designee shall determine rates for products per unit of measure for standing timber or other forest products if they are not included products using standard Forest Service appraisal methods.

The right, title, and interest to any product for which payment of liquidated damages has been made or which has been regularly paid for, cut, but not removed, shall remain in or revert to the United States, if not removed from the sale area at the expiration or termination of this contract.

16. This contract is subject to The Contract Disputes Act of 1978 (Pub. L. 95-563). Purchaser claims under this contract shall be submitted in writing to the Contracting Officer not later than 60 days after receipt of the Contracting Officer's written notice to the Purchaser that the sale is closed.

17. The Purchaser shall obtain certifications from its lower tier participants regarding debarment, suspension, ineligibility, and voluntary exclusion (7 CFR 3017.510). The Purchaser shall provide a copy of such certifications to the Contracting Officer at the Contracting Officer's written request.

18. The Contracting Officer may designate in writing a Forest Service Representative to: (a) receive notices in regard to performance under this contract, (b) take action in relation to this contract, and (c) be readily available to the area of harvest operations.

The Contracting Officer or the Forest Service Representative may designate other Forest Service on-the-ground representatives. The Contracting Officer or Forest Service Representative shall name these persons in writing along with their specific contractual responsibilities and authority and the Contracting Officer shall provide a copy to the Purchaser. The Contracting Officer shall make these delegations within 30 days of award of the contract.

19. The Purchaser shall buck harvested trees, if trees are included products, to use the entire merchantable stem, cut stumps no higher than the maximum specified on Page 1 when measured on the uphill side, and use material to the minimum utilization standards listed on Page 1.

20. The Purchaser and Purchaser's employees shall take reasonable action to prevent and suppress forest fire. Further, the Purchaser, in all phases of logging or harvesting operations, shall protect insofar as practicable: all land survey corners, telephone lines, ditches, fences, and other improvements. If the Purchaser's operations damage such improvements under this contract, the Purchaser shall restore these improvements immediately to the condition existing immediately prior to operations. The Purchaser shall handle slash and other refuse as listed in Other Conditions. The Purchaser shall pay for road maintenance commensurate with the Purchaser's use. The Purchaser shall promptly restore roads or trails damaged through such use. Specific road maintenance requirements are listed in Other Conditions and costs are included in associated charges listed on Page 1.

The Purchaser's use of existing roads may be restricted, as indicated on the sale area map and in the Other Conditions.

The Purchaser shall comply with the rules and regulations governing operation on premises that are occupied, and the Purchaser shall perform the contract in a manner that will not interrupt or interfere with the conduct of Forest Service business.

TRAFFIC CONTROL PLAN AND SPECIFICATIONS PURSUANT TO GENERAL CONDITION 20

Unless otherwise agreed, the following measures are required to provide adequate warning of hazards for users of roads and trails adjacent to Purchaser's Operations.

Part I. Signing and Other Warning Methods:

(a) Signs. The following signs are required when Purchaser's Operations are in progress adjacent to or on Forest Service controlled roads and trails:

<u>MINIMUM LETTER SIZE AND LEGEND</u>	<u>MINIMUM SIZE AND SHAPE</u>	<u>WHEN AND WHERE REQUIRED</u>
1. LOGGING OPERATIONS NEXT <> MILES (4" letters)	24" (rectangle) 36"	Min. 100 ft. outside of any continuous work areas.
2. LOGGING OPERATIONS (3" letters)	24" (diamond) 24"	To be used in conjunction with "Logging Operations Next <> Miles" and where work area is not continuous.
3. FOR LOGGING USE ONLY (3" letters)	24" (diamond) 24"	Install a cross ditch to discourage use when sign is covered or removed for extended periods.
4. TRUCKS (4" letters)	24" (diamond) 24"	At critical intersections on roads when traffic is heavy or otherwise exceeds volumes stated in Part II below. Remove or cover when the sign is not applicable.
5. END LOGGING OPERATIONS (4" letters)	24" (rectangle) 36"	Use in conjunction with "Logging Operations Next <> Miles" and "Logging Operations."
6. TREE FELLING AHEAD (3" letters)	24" (diamond) 24"	Required 200 feet in advance of danger area where timber is being felled adjacent to all roads, including temporary roads, and trails.
7. ROAD MACHINERY AHEAD (3" letters)	24" (diamond) 24"	Required at least 200 feet in advance of Purchaser road maintenance operations.

TRAFFIC CONTROL PLAN AND SPECIFICATIONS - GENERAL CONDITIONS 20
(continued)

All signs shall meet requirements as specified in Parts I and VI of the Manual of Uniform Traffic Control Devices (MUTCD).

Sign borders and lettering shall be black. Borders are 1/2 inch wide, inset 1/2 inch from outside edge of sign. All sign backgrounds shall be orange, except signs #1 and 5 which shall be reflectorized orange.

Signs shall be installed on posts, with a 5 foot minimum ground clearance, or on temporary supports complying with MUTCD standards.

All signs are to be removed or covered when operations are interrupted for seasonal nonuse or other extended periods.

Purchaser shall furnish State-certified flag personnel and advance warning signs when cable or helicopter logging above roads or trails, felling adjacent to roads or trails, where logs being bucked may roll into roads or trails, and in areas where fallout from blasting may occur. Except as identified in Part II, Purchaser may temporarily block roads and temporary roads in lieu of furnishing flag personnel. On roads controlled by other jurisdictional authorities, Purchaser shall receive approval from that authority for Purchaser's safety measures and traffic control plans before commencement of operations.

(b) Barricades. If Purchaser's Operations cause the traveled way or road shoulders to be constricted overnight, or longer, by such obstructions as decked logs, parked equipment, or piled slash, Purchaser shall place barricades on both sides of the encroaching obstruction to safely channel traffic around such obstructions. Barricades shall remain in place until the obstruction is removed.

Barricades shall be Type II and meet specifications in MUTCD, Part VI. Barricades must be at least 3 feet high. Rails must be at least 2 feet long. Striping shall be alternating orange and white, sloping at a 45 degree angle, and reflectorized. For rails 2 feet to 3 feet long, striping shall be 4 inches wide. For rails longer than 3 feet, striping shall be 6 inches wide. Two rails, 8-12 inches in width, must face each direction.

Barricades shall be equipped with warning lights which shall be Type A low intensity flashing and shall be maintained so as to be capable of being visible on a clear night from a distance of 3,000 feet.

(c) Other Traffic Control Methods. The posting of CB channel signs may be authorized.

Purchaser may be authorized to install temporary gates,

barricades (except cables), or natural barriers. The devices must be installed with the necessary hazard markers, be reasonably passable by Forest Service, and be removed prior to acceptance of the subdivision being served by the road.

TRAFFIC CONTROL PLAN AND SPECIFICATIONS - GENERAL CONDITION 20
(continued)

Part II. *Specific Requirements: None*

_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

Sale Name: Waterline Decks

1# - PRODUCT DESIGNATION (07/1998)

The Forest Service designated timber or forest products for cutting or harvesting prior to award of this contract. The designated timber or forest products is confined to the sale area and has been designated in the following manner: Log Deck

3 - LOAD TICKETS (07/1998)

The Purchaser shall complete and return assigned load tickets according to the Contracting Officer or designee's written instructions. Unused load tickets shall be returned to the Contracting Officer or designee at termination date.

4 - PRODUCT IDENTIFICATION (11/1999)

Before removal from the sale area, unless the Contracting Officer determines that circumstances warrant a written waiver or adjustment, (a) all products 8 feet or more in length and 1/3 or more sound shall be hammer branded on each end that is 7 inches or more in diameter and (b) all domestic processing products 8 feet or more in length and 1/3 or more sound shall be painted with a spot of highway-yellow paint on each end that is 7 inches or more in diameter. Each paint spot must be not less than 3 square inches in size.

The Contracting Officer shall assign brands and brands shall be registered with the State, if the sale area is within a State that maintains a log brand register. The Purchaser 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. If the identifying marks are lost, removed, or become unreadable, they shall be replaced. The Purchaser 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 re-branded with the assigned sale brand and repainted with highway-yellow paint, unless otherwise agreed to in writing by the Contracting Officer. For such remanufactured products, the Contracting Officer may approve use of a brand to be used exclusively as a catch brand, in lieu of the assigned sale brand.

Sale Name: Waterline Decks

10# - USE OF ROADS BY PURCHASER (06/1999)

The Purchaser's use of existing roads identified on the sale area map by the following codes is prohibited or subject to restrictive limitations, unless the Contracting Officer or designee agrees in writing otherwise:

- Code Use Limitations
X Hauling prohibited
R Hauling restricted
P Use prohibited
A Public use restriction
W Regulation waiver

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

See Table A

**TABLE A PURSUANT TO OTHER CONDITION 10# - USE OF ROADS BY PURCHASER.
(06/1999)**

Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
All Roads	N/A	N/A	N/A	N/A	N/A

Title and Date of Governing Road Rules Document:

Deschutes N.F., Road Rules for
Commercial Users

June 2009

Date Commercial Road Rules

Sale Name: Waterline Decks

14 - EQUIPMENT CLEANING (07/2000)

Unless the entire sale area is already infected with noxious weeds, the Purchaser shall ensure that, prior to moving on to the sale area, all off-road equipment, which last operated in areas known by the Forest Service to be infected with noxious weeds, is free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds. The Purchaser shall certify in writing that off-road equipment is free of noxious weeds prior to each start-up of timber sale operations and for subsequent moves of equipment to sale area. Measures taken to ensure that off-road equipment is free of noxious weeds will be identified. 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. A current list of noxious weeds of concern to the Forest Service is available at the Forest Supervisor's Office.

The Purchaser must clean off-road equipment prior to moving between cutting units on this timber sale that are known to be infested with noxious weeds and other units, if any, that are free of such weeds. Sale area map shows areas, known by the Forest Service prior to timber sale advertisement, that are free of specific noxious weeds species of concern.

The Purchaser shall employ whatever cleaning methods are necessary to ensure that off-road equipment is free of noxious weeds. Equipment shall be considered free of soil, seeds, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools are not required.

The Purchaser shall notify the Forest Service at least 5 working days prior to moving each piece of off-road equipment on to the sale area, unless otherwise agreed. Notification will include identifying the location of the equipment's most recent operations. If the prior location of the off-road equipment cannot be identified, the Forest Service may assume that it was infested with noxious weed seeds. Upon request of the Forest Service, the Purchaser must arrange for the Forest Service to inspect each piece of off-road equipment prior to it being placed in service.

If the Purchaser desires to clean off-road equipment on National Forest land, such as at the end of a project or prior to moving to a new unit that is free of noxious weeds, the Purchaser and the Forest Service shall agree on methods of cleaning, locations for the cleaning, and control of off-site impacts, if any.

New infestations of noxious weeds, of concern to the Forest Service and identified by either the Purchaser or the Forest Service, on the sale area or on the haul route, shall be promptly reported to the other party. The Purchaser and the Forest Service shall agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found.

20# - SLASH DISPOSAL (05/2002)

As used in this contract, the term slash is vegetative debris, including, but not limited to, cull logs, broken tops, limbs, branches, rotten wood, damaged brush, damaged or destroyed reproduction, saplings, or poles resulting from Purchaser's Operations under this contract, including construction of temporary roads or other improvements. Slash disposal requirements and specifications are as follows:

See attached table for specifications

SPECIFICATIONS PURSUANT TO 20# - SLASH DISPOSAL (05/2002)

1. Slash to be Piled and/or Decked

- a. Slash resulting from the construction of landings and temporary roads, and slash accumulated on the landings from the logging operation shall be piled and/or decked. Partially pushed out stumps are considered to be included as pushed out stumps in the 20# definition of Slash.
- b. Slash created in this operation which lies outside the posted cutting area is not required to be piled unless within a landing or temporary road. However, such slash shall be pulled inside the posted cutting area boundary.
- c. Chips created and not removed from chipping operations on the landings are to be scattered across the entire area of the landings to a depth of no more than 3".

2. Construction and Location of Piles and/or Decks

- a. Slash piles shall be located at least 25 feet from the crown or drip line of any dead or live tree or equal-distance between standing dead or live trees, whichever is greater. These piles shall be minimum of 6 feet in height and 12 feet in diameter, if sufficient slash is available.
- b. All piles shall be compact and free of dirt and rocks.
- c. All material extending beyond the general contour of the piled slash shall be trimmed off and added to the pile

3. Equipment Requirements

Machines used for piling slash shall be equipped with brush blades, detachable rake fronts or grapples.

SPECIFICATIONS PURSUANT TO 20# - SLASH DISPOSAL (05/2002)

1. Whole Tree Yarding:

All trees meeting Utilization Standards which are less than 60 feet in length are required to be Whole Tree Yarded to the landing. Any portions of live trees required to be removed, which break during falling or yarding, and are 8 feet or more in length shall be yarded to the landing.

2. Leave Top Attached Yarding:

All trees meeting Utilization Standards which are 60 feet in length and greater are required to have tops and limbs attached to the last log while being yarded to the landing. Any portions of live trees required to be removed, which break during felling or yarding, and are 8 feet or more in length shall be yarded to the landing.

3. Applicable Area

Purchaser shall yard and dispose of slash, in accordance with specifications, where shown on the Sale Area and Slash Disposal Map in the following Payment Units: 1

4. Disposal of Yarded Material

Tops yarded to the landing, as defined in 20#, shall be considered landing slash and shall be disposed of as such.

Sale Name: Waterline Decks

21 - EMERGENCY FIRE PRECAUTIONS (09/2002)

Purchaser shall comply with State fire laws, covering fire prevention and suppression equipment, applicable to Purchaser's Operations under this contract. Purchaser shall certify compliance with the Fire Precautionary Measures and specific fire precautions included in this contract.

FIRE PRECAUTIONARY MEASURES. Purchaser shall restrict operations in accordance with the following Industrial Fire Precaution Levels. Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to Purchaser, the revised Industrial Fire Precaution Levels will supersede the following levels. Adherence to these Fire Precautionary Measures shall be from April through October 31.

LEVEL INDUSTRIAL FIRE PRECAUTION

I. Closed Season - Fire precaution requirements are in effect.
A Fire Watch/Fire Security is required at this and all higher levels unless otherwise waived.

II. Partial Hootowl - The following may operate only between the hours of 8 p.m. and 1 p.m. local time:
power saws, except at loading sites;
cable yarding;
blasting;
welding or cutting of metal.

III. Partial shutdown - The following are prohibited:
cable yarding - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m. local time when all blocks and moving lines are 10 feet or more above the ground, excluding the line between the carriage and the choker.

power saws - except at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m. local time.

In addition, the following are permitted between the hours of 8 p.m. and 1 p.m. local time:

tractor, skidder, feller-buncher, forwarder, or shovel logging operations where tractors, skidders or other equipment with a blade capable of constructing fireline are immediately available to quickly reach and effectively attack a fire start;
mechanized loading and hauling;
blasting;
welding or cutting of metal;
any other spark-emitting operation not specifically mentioned.

IV. General shutdown - All operations are prohibited.

The following definitions shall apply to these Industrial Fire Precaution Levels:

Cable yarding systems: A yarding system employing cables and winches in a fixed position.

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Closed Season (Fire Precaution Period): That season of the year when a fire hazard exists.

Hauling: Where hauling involves transit through more than one shutdown zone/regulated use area, the precaution level at the woods site shall govern the level of haul restrictions, unless prohibited by other than the Industrial Fire Precaution Level system.

Loading sites/woods site: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

Advance written waiver of the above precautions may be issued by the Contracting Officer or Forest Service Representative.

Such waiver, or substitute precautions, shall prescribe measures to be taken by Purchaser to reduce the risk of ignition, and/or the spread of fire. The Contracting Officer or Forest Service Representative shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. Purchaser shall assure that all conditions of such waivers or substitute precautions are met.

Purchaser shall obtain the predicted Industrial Fire Precautionary Level from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than originally estimated, Forest Service will inform Purchaser when changes in restrictions or industrial precautions are indicated.

SPECIFIC FIRE PRECAUTIONS. Specific required fire precautionary measures are as follows:

A. Fire Security.

When the industrial fire precaution level is I or higher, Purchaser shall designate in writing a person who shall perform fire security services listed below on Sale Area and vicinity. The designated person will be capable of operating Purchaser's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of Purchaser's personnel on Forest fires. Such person must report any fire detected to Forest Service within 15 minutes of detection. In lieu of having the designated person perform the required supervisory duties, Purchaser may provide another person meeting the qualifications stated above to direct the activities of Purchaser's personnel and equipment during all fire fighting activities.

Services described shall be for at least 1 hour from the time Purchaser's Operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to Sale Area.

Purchaser shall furnish fire security services based on the predicted industrial precaution level, obtained by Purchaser from the appropriate Ranger District Headquarters. If predictions made after 6:00 p.m. local time, are significantly different than originally estimated, Forest Service will inform Purchaser when changes in fire security services are indicated.

B. Fire Extinguishers and Equipment (on Trucks, Tractors Power Saws, etc.)

(a) Each yarder or loader equipped with an internal combustion engine or other spark emitting source shall be equipped with a readily accessible fire extinguisher, with an Underwriter's Laboratory (UL) Rating

Sale Name: Waterline Decks

of at least 5 B,C.

(b) All power-driven equipment operated by Purchaser on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C and one "D" handled or long handled round point shovel, size O or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

(c) Equipment required in (a) and (b) shall be kept in a serviceable condition and shall be readily available.

(d) Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long handled round point shovel, size O or larger, except at a landing where a suitable fire extinguisher and shovel are immediately available. The extinguisher will be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

(e) Each helicopter shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C mounted inside the aircraft within reach of the pilot's operating position.

(f) One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on Sale Area that is protected and readily available.

(g) At each area where helicopters are being serviced or supplied, a carbon dioxide fire extinguisher with a UL rating of at least 20 B,C will be provided on the site and placed where it is available for immediate use.

C. Spark Arresters and Mufflers.

Each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard 5100-1a as shown in the National Wildfire Coordination Group Spark Arrester Guide, unless it is:

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

(b) A multi-position engine, such as on power saws which must meet the performance levels set forth in the Society of Automotive Engineers (SAE) "multi-positioned small engine exhaust fire ignition standard, SAE recommended practice J335B" as now or hereafter amended.

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

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

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

D. Fire Tools.

Purchaser shall furnish serviceable fire fighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or

Sale Name: Waterline Decks

sealed. The box shall be red and marked "Fire Tools" in letters at least 1 inch high. It shall contain a minimum of:

- (a) Two axes or Pulaskis with a 32 inch handle.
- (b) Three adze eye hoes. One Pulaski may be substituted for one adze eye hoe.
- (c) Three long handled, round point shovels, size 0 or larger.

E. Tank Truck

Purchaser shall provide a tank truck or trailer, containing not less than 300 gallons of water, during yarding, skidding, loading, land clearing, right-of-way clearing, mechanical falling, and mechanical treatment of slash. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each operating side during Fire Precautionary Period (closed season).

The tank truck or trailer shall be equipped with a pump capable of discharging 20 gallons of water per minute, using a 1/4 inch nozzle tip, through a 50 foot length of rubber or poly lined hose. In addition, 500 feet of serviceable hard rubber poly or rubber lined or FJRL hose of not less than 1 inch outside diameter, fitted with a nozzle capable of discharging a straight stream of 1/4 inch diameter and a spray pattern shall be immediately available for use. The tank, pump, nozzle and at least 250 feet, of the total 500 feet of hose, shall be connected and ready for use at all times. Synthetic hoses may be used by agreement.

If a trailer is used, it shall be equipped with a hitch to facilitate prompt movement. A serviceable tow vehicle shall be immediately available for attachment to the trailer and must meet the time requirements stated above. Such truck or trailer shall be equipped to operate for a minimum of 8 hours.

Where designated on Sale Area Map, Purchaser shall provide a tank trailer or water source and pumping equipment, including accessories, which can be lifted and transported by the yarding system. The component parts shall meet all specifications above. The tank trailer or water supply and pumping accessories shall be deliverable to a fire, in area of operations, within 15 minutes of detection.

In lieu of the above tank trailer or water supply for helicopter operations, Purchaser may provide a suitable helicopter water bucket with a 300 gallon capacity. When Purchaser provides a water bucket, a water source shall be provided within 5 minutes round trip flight time from operating side.

F. Communications.

During Purchaser's Operations, excluding powersaw falling and bucking, Purchaser shall provide adequate two-way communication facilities to report a fire to Forest Service within 15 minutes of detection. Citizen band radios (CB's) are not considered adequate two-way communications because FCC Regulations prohibit commercial use.

G. Smoking and Open Fire Restrictions.

Smoking and fires shall be permitted only at the option of Purchaser. Purchaser shall not permit open fires on Sale Area without advance permission in writing from Forest Service.

H. Blasting.

Blasting shall be permitted only for road construction purposes unless advance permission is obtained from Forest Service.

Whenever the Industrial Fire Precaution Level is II or greater, a fire security person equipped with a long

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handled round point No. 0 or larger shovel and a 5 gallon backpack pump can filled with water, will stay at location of blast for 1 hour after blasting is done. Blasting may be suspended by Forest Service in areas of high rate of spread and resistance to control.

Fuses shall not be used for blasting. Explosive cords shall not be used without permission of Forest Service, which may specify conditions under which such explosives may be used and precautions to be taken.

I. Compliance with State Fire Laws.

Listing of specific fire precautionary measures in the foregoing Subsections is not intended to relieve Purchaser in any way from compliance with State fire laws covering fire prevention and suppression equipment, applicable to Purchaser's Operations.

J. Aircraft Communications.

Every aircraft used in conjunction with Purchaser'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 Sale Area, all aircraft pilots controlled by Purchaser shall monitor VHF frequency 122.85 MHz when within 5 miles of a fire and broadcast their intentions.

K. Logging Block Equipment.

Purchaser shall provide a serviceable 5 gallon backpack pump full of water, one axe, and one long handled round point shovel, size 0 or larger, at each haulback block through which a running line passes.

The area below such blocks must be kept clear of all flammable debris under 4 inches in diameter for a distance of 6 feet in all directions. Material larger than 4 inches that poses a fire risk, such as punky logs, must also be removed.

Purchaser shall avoid line-rub on rocks or woody material which may result in sparks or sufficient heat to cause ignition of fire.