

Contract Name: PB Stewardship

K-C.1.1# - TIMBER SUBJECT TO AGREEMENT (09/2004)

In addition, there is within Contract Area an unestimated quantity of:

Species	Product
All Species	Grn Bio Cv

that shall be Included Timber upon written agreement.

K-C.3# - RESERVE TREES (09/2004)

Notwithstanding the designations for cutting under C.3.1, C.3.2, C.3.3, or C.3.4, live or dead Genetic reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Reserve trees are identified by orange paint above and below stump height and shall be protected in accordance with K-G.3.2#. Units with reserve trees are shown on Contract Area Map.

K-C.3.5.7# - INDIVIDUAL TREE DESIGNATION (OPTION 1) (06/2008)

All live trees as described in the attached table which meet the minimum tree diameter stated in A.2 are designated for cutting. Additional timber to be cut, if any, will be designated for cutting in accordance with C.3.7.

Leave trees, Marked with orange paint, or identified by, see attached table, are not to be cut, unless designated by the Forest Service.

K-D.4.7# - ABNORMAL DELAY (05/2005)

Unless otherwise agreed, felled timber meeting Utilization Standards shall be removed by Contractor pursuant to C.2 and shall be presented for Scaling within the time period indicated in the following removal schedule. The number of days shown are consecutive calendar days.

Failure to remove and present such timber for Scaling within the required time limits will be considered abnormal delay, subject to D.4.7.

See attached removal schedule.

Description Pursuant to K-C.3.5.7# - Individual Tree Designation (Option 1)
(06/2008)

Definition:

drc - diameter root collar - Diameter of a tree measured outside bark at the root collar on the uphill side of the tree.

Subdivisions	Designation by Prescription
19, 28	<p>PB Stewardship Contract Individual Tree</p> <p>Category A: The following trees shall be left and are expressly not designated for cutting and/or removal:</p> <ol style="list-style-type: none"> 1. All trees 27.0 inches in drc or larger. 2. White fir trees greater than 27.0 inches in drc, unless the exception described in Category B (#6). 3. Dead trees, unless designated to be cut. 4. Trees marked with orange paint. 5. Old growth juniper (deep furrows, rounded crown - ignore for leave BA target). <p>Thin from below to a range of 40-60 ft² BA/ac using variable density thinning while achieving an average BA/ac of 50ft². Leave clumps of 2-7 desirable ponderosa pine trees throughout subdivision. Retain older clumps of trees (e.g. those with similar bark characteristics #1 below). Create openings 1/4 to 1 acre in size on approximately 10% of each unit to introduce heterogeneity into the stand.</p> <p>Category B: Leave trees will be the *healthiest trees with the fullest crown. Leave trees will be selected in order of priority as follows.</p> <ol style="list-style-type: none"> 1. Ponderosa pine with reddish-orange bark, wide plates, and deep wide fissures 2. Ponderosa pine 3. Sugar pine 4. Incense-cedar 5. White fir 6. White fir greater than 27.0 inches drc can be cut when in direct competition (within 2x the radius of the dripline) of either a ponderosa pine with reddish-orange bark, wide plates, and deep wide fissures or sugar pine greater than 27.0 inch drc <p>Remove all trees meeting A2 contract specifications, other than Category A trees, within 60 feet of live aspen clump (considered to be 5 aspen trees at least 5 feet tall within 30 feet of each other) and mountain mahogany (considered to be 5 mountain mahogany plants at least 3 feet tall within 30 feet of each other).</p> <p>*A healthy tree is one with 30% or more of live crown ratio, a conical shape, little or no sign of insect, disease or mechanical damage, evidence of recent height growth, no dead tops.</p>

Subdivisions	Designation by Prescription
6, 7, 8, 10	<p>PB Stewardship Contract Individual Tree</p> <p>Category A: The following trees shall be left and are expressly not designated for cutting and/or removal:</p> <ol style="list-style-type: none"> 1. All trees 27.0 inches in drc or larger. 2. White fir trees greater than 27.0 inches in drc unless the exception described in Category B (#5). 3. Sugar pine. 4. Dead trees, unless designated to be cut. 5. Trees marked with orange paint. 6. Old growth juniper (deep furrows, rounded crown - ignore for leave BA target). <p>Thin from below to a range of 30-50 ft² BA/ac using variable density thinning. Leave clumps of 2-7 desirable trees throughout subdivision. Retain older clumps of trees (e.g. those with similar bark characteristics #1 below). Create openings 1/4 to 1 acre in size to introduce heterogeneity into the stand.</p> <p>Category B: Leave trees will be the *healthiest trees with the fullest crown. Leave trees will be selected in order of priority as follows.</p> <ol style="list-style-type: none"> 1. Ponderosa pine with reddish-orange bark, wide plates, and deep wide fissures. 2. Ponderosa pine 3. Incense-cedar 4. White fir 5. White fir greater than 27.0 inches drc can be cut when in direct competition (within 2x the radius of the dripline) of either a ponderosa pine with reddish-orange bark, wide plates, and deep wide fissures or sugar pine greater than 27.0 inch drc <p>Remove all trees meeting A.2 contract specifications, other than Category A trees, within 60 feet of live aspen clump (considered to be 5 aspen trees at least 5 feet tall within 30 feet of each other) and mountain mahogany (considered to be 5 mountain mahogany plants at least 3 feet tall within 30 feet of each other).</p> <p>*A healthy tree is one with 30% or more of live crown ratio, a conical shape, little or no sign of insect, disease or mechanical damage, evidence of recent height growth, no dead tops.</p>

Subdivisions	Designation by Prescription
<p>1, 2, 3, 4, 30</p>	<p>PB Stewardship Contract Individual Tree</p> <p>Category A: The following trees shall be left and are expressly not designated for cutting and/or removal:</p> <ol style="list-style-type: none"> 1. All trees 27.0 inches in drc or larger. 2. White fir trees greater than 27.0 inches in drc unless the exception described in Category B (#5). 3. Sugar pine. 4. Dead trees, unless designated to be cut. 5. Trees marked with orange paint. 6. Old growth juniper (deep furrows, rounded crown - ignore for leave BA target). <p>Thin from below to range of 30-50 ft² BA/ac using variable density thinning. Leave clumps of 2-7 desirable trees throughout subdivision. Retain older clumps of trees (e.g. those with similar bark characteristics #1 below). Create openings 1/4 to 1 acre in size to introduce heterogeneity into the stand.</p> <p>Category B: Leave trees will be the *healthiest trees with the fullest crown. Leave trees will be selected in order of priority as follows.</p> <ol style="list-style-type: none"> 1. Ponderosa pine with reddish-orange bark, wide plates, and deep wide fissures. 2. Ponderosa pine 3. Incense-cedar 4. White fir 5. White fir greater than 27.0 inches drc can be cut when in direct competition (within 2x the radius of the dripline) of either a ponderosa pine with reddish-orange bark, wide plates, and deep wide fissures or sugar pine greater than 27.0 inch drc <p>Remove all trees meeting A.2 contract specifications, other than Category A trees, within 60 feet of live aspen clump (considered to be 5 aspen trees at least 5 feet tall within 30 feet of each other) and mountain mahogany (considered to be 5 mountain mahogany plants at least 3 feet tall within 30 feet of each other).</p> <p>*A healthy tree is one with 30% or more of live crown ratio, a conical shape, little or no sign of insect, disease or mechanical damage, evidence of recent height growth, no dead tops.</p>

Subdivisions	Designation by Prescription
<p>5, 9, 11, 14, 15, 16, 17, 18, 23, 24, 25, 26, 27, 29, 32, 33, 34, 35, 36, 87, 89</p>	<p>PB Stewardship Contract Individual Tree</p> <p>Category A: The following trees shall be left and are expressly not designated for cutting and/or removal:</p> <ol style="list-style-type: none"> 1. All trees 27.0 inches in drc or larger. 2. White fir trees greater than 27.0 inches in drc unless the exception described in Category B (#6). 3. Dead trees, unless designated to be cut. 4. Trees marked with orange paint. 5. Old growth juniper (deep furrows, rounded crown - ignore for leave BA target). <p>Thin from below to 50-70 ft² BA/ac using variable density thinning while achieving an average BA/ac of 60ft². If subdivision is heavy to ponderosa pine vs. white fir, it is acceptable to have BA/ac at 40 ft². Leave clumps of 2-7 desirable ponderosa pine trees throughout subdivision. Retain older clumps of trees (e.g. those with similar bark characteristics #1 below). Create openings 1/4 to 1 acre in size on approximately 10% of each unit to introduce heterogeneity into the stand.</p> <p>Category B: Leave trees will be the *healthiest trees with the fullest crown. Leave trees will be selected in order of priority as follows.</p> <ol style="list-style-type: none"> 1. Ponderosa pine with reddish-orange bark, wide plates, and deep wide fissures 2. Ponderosa pine 3. Sugar pine 4. Incense-cedar 5. White fir 6. White fir greater than 27.0 inches drc can be cut when in direct competition (within 2x the radius of the dripline) of either a ponderosa pine with reddish-orange bark, wide plates, and deep wide fissures or sugar pine greater than 27.0 inch drc <p>Remove all trees meeting A.2 contract specifications, other than Category A trees, within 60 feet of live aspen clump (considered to be 5 aspen trees at least 5 feet tall within 30 feet of each other) and mountain mahogany (considered to be 5 mountain mahogany plants at least 3 feet tall within 30 feet of each other). Cut all non-old growth junipers.</p> <p>*A healthy tree is one with 30% or more of live crown ratio, a conical shape, little or no sign of insect, disease or mechanical damage, evidence of recent height growth, no dead tops.</p>

Subdivisions	Designation by Prescription
12	<p>PB Stewardship Contract Individual Tree</p> <p>Category A: The following trees shall be left and are expressly not designated for cutting and/or removal:</p> <ol style="list-style-type: none"> 1. All trees 27.0 inches in drc or larger. 2. White fir trees greater than 27.0 inches in drc unless the exception described in Category B (#6). 3. Dead trees, unless designated to be cut. 4. Trees marked with orange paint. 5. Old growth juniper (deep furrows, rounded crown - ignore for leave BA target). <p>Retain all trees within 10 feet of the stream channel. No ground based equipment is to operate within 30 feet of the stream channel. Cut all trees less than 27.0 inches in drc (with the exception of white fir which can be cut over 27.0 inches in drc) within 60 feet of the stream channel. Thin remaining subdivision to 30ft² BA/ac using variable density thinning.</p> <p>Category B: Leave trees will be the *healthiest trees with the fullest crown. Leave trees will be selected in order of priority as follows.</p> <ol style="list-style-type: none"> 1. Ponderosa pine with reddish-orange bark, wide plates, and deep wide fissures 2. Ponderosa pine 3. Incense-cedar 4. White fir 5. White fir greater than 27.0 inches drc can be cut when in direct competition (within 2x the radius of the dripline) of either a ponderosa pine with reddish-orange bark, wide plates, and deep wide fissures or sugar pine greater than 27.0 inch drc <p>Remove all trees meeting A.2 contract specifications, other than Category A trees, within 60 feet of live aspen clump (considered to be 5 aspen trees at least 5 feet tall within 30 feet of each other) and mountain mahogany (considered to be 5 mountain mahogany plants at least 3 feet tall within 30 feet of each other). Cut all non-old growth junipers.</p> <p>*A healthy tree is one with 30% or more of live crown ratio, a conical shape, little or no sign of insect, disease or mechanical damage, evidence of recent height growth, no dead tops.</p>

REMOVAL SCHEDULE PURSUANT TO K-D.4.7# - ABNORMAL DELAY (05/2005)

<u>Included Timber</u>	<u>Time Limits</u>
ALL.	60 days after felling is started.
All timber decked during construction clearing.	N/A days after felling on each Specified Road constructed by Contractor is initiated.
Timber decked during road construction.	N/A days after Forest Service authorizes Contractor to use roads pursuant to F.2.

K-E.2.2 - CHANGES IN STEWARDSHIP CREDITS (06/2008)

The Contracting Officer may at any time, by written order, make changes within the general scope of this contract in any one or more of the following:

- (1) Specifications for Stewardship Projects listed in K-G.9#.
- (2) Quantities of Stewardship Projects listed in A.4.3.
- (3) Prices for Stewardship Projects listed in A.4.3.
- (4) Place of performance of the Stewardship Projects as shown on the Contract Area Map.

In addition, by written agreement, new Stewardship Projects may be added to K-G.9# and A.4.3 as long as they are within the general scope of this contract. Contract Area may be expanded to add new stewardship projects.

If a written change order causes an increase in the time required for performing any part of the work under this contract, the Contracting Officer shall make an adjustment in the Contract Termination Date and shall modify the contract accordingly.

The Contractor must assert their right to equitable adjustments under this provision within 30 days from receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before contract closure.

If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

Failure to agree to an adjustment under this provision shall be considered a dispute under J.2. However, nothing in this provision shall excuse the Contractor from proceeding with the contract as changed.

In addition, by written modification of the contract, new Stewardship Projects may be added to K-G.9# and A.4.3, with or without expanding the Contract Area, as long as they are within the general scope of this contract.

K-E.4 - PAYMENTS NOT RECEIVED (08/2012)

(a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection, Contracting Officer will suspend all or any part of Contractor's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

- (i) Slash disposal, road maintenance, and contract scaling deposits;
- (ii) Cooperative work at rates established by specific agreement under E.2.1.8;
- (iii) Damages pursuant to J.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to E.2.2;
- (vi) Periodic payments pursuant to E.2.1.3;
- (vii) Extension Deposits pursuant to E.2.1.7; and
- (viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under J.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

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

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

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

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

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

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

- (i) A bona fide dispute exists as to Contractor's obligation to make such payment and
- (ii) Contractor files and prosecutes a timely Claim.

Contract Name: PB Stewardship

K-F.1.2# - USE OF ROADS BY CONTRACTOR (09/2004)

Contractor's use of existing roads identified on Contract Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

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

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

See Restricted Road List Table.

TABLE PURSUANT TO K-F.1.2# - USE OF ROADS BY PURCHASER (09/2004)

Restricted Road List

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

Title and Date of Governing Road Rules Document:

Commercial Road Rules
Fremont-Winema National Forests

June 15, 2006

Commercial Road Rules

Effective Date

Contract Name: PB Stewardship

K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/2004)

Contractor shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

See Contract Road Maintenance Requirements Summary Table.

K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS. (9/04) Contractor shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO
K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/04)

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications							
	From	To		T-803	T-811	T-838	T-839	T-842	T-851		
3445000	CTY RD 4242	3445169	3.20	P		P					
3445169	RD 3445	W. Bndy Unit 4	2.93	P		P		P	P		
3445182	RD 3445	RD 3450	0.76	P			P				
3445204	3445229	W. Bndy Unit 23	0.37	P			P				
3445228	3445169	W. Bndy Unit 4	0.40	P			P				
3445229	3445169	3445204	0.25	P			P				
3450000	RD 3445	E. Bndy Unit 8	0.62	P		P					
3462000	CTY RD 1193	3462037	0.85	P	P						
3462025	3462026	N. Bndy Unit 17	0.37	P		P		P	P		
3462026	RD 3445	3462025	6.17	P		P		P	P		
3462037	RD 3462	3462160	1.24	P		P		P			
3462124 seg 1	3462026	W. Bndy Unit 32	0.07	P			P				
3462124 seg 2	3462441	S. Bndy Unit 19	0.52	P		P					
3462124 seg 3	3462026	S. Bndy Unit 6	0.43	P		P					
3462125	3462026	S. Bndy Unit 2	0.35	P			P				
3462138 seg 1	3462026	E. Bndy Unit 89	2.74	P		P		P	P		
3462138 seg 2	3445169	N. Bndy Unit 23	0.28	P			P		P		
3462154	3462138	N. Bndy Unit 36	1.12	P			P				
3462160	3462037	3462160 MP 1.12	1.12	P		P		P			
3462441	3462026	3462124	0.18	P			P				
3462442	3462138	W. Bndy Unit 25	0.28	P			P				
3462443	3462154	W. Bndy Unit 24	0.30	P			P				
3462444	3462026	W. Bndy Unit 17	0.47	P		P		P			
3462446	3462026	S. Bndy Unit 19	0.19	P			P				
3462457	3462462	3445169	1.25	P		P					
3462462	3462026	E. Bndy Unit 10	0.35	P		P					
3462509	3462026	N. Bndy Unit 1	0.80	P			P				
3462511	3462026	End of Road	0.84	P			P				
3462512	3462511	3462509	1.07	P			P				
3462513	3462512	3462457	0.30	P			P				
3462517	3462026	End of Road	0.33	P			P				

P = Partner Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS. (9/04) Contractor shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO
K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/04)

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications							
	From	To		T-803	T-811	T-838	T-839	T-854			
3445000	CTY RD 4242	3445169	3.20	P	P	P		P			
3445169	RD 3445	W. Bndy Unit 4	2.93	P		P		P			
3445182	RD 3445	RD 3450	0.76	P			P	P			
3445204	3445229	W. Bndy Unit 23	0.37	P			P	P			
3445228	3445169	W. Bndy Unit 4	0.40	P			P	P			
3445229	3445169	3445204	0.25	P			P	P			
3450000	RD 3445	E. Bndy Unit 8	0.62	P		P		P			
3462000	CTY RD 1193	3462037	0.85	P				P			
3462025	3462026	N. Bndy Unit 17	0.37	P		P		P			
3462026	RD 3445	3462025	6.17	P	P	P		P			
3462037	RD 3462	3462160	1.24	P		P		P			
3462124 seg 1	3462026	W. Bndy Unit 32	0.07	P			P	P			
3462124 seg 2	3462441	S. Bndy Unit 19	0.52	P		P		P			
3462124 seg 3	3462026	S. Bndy Unit 6	0.43	P				P			
3462125	3462026	S. Bndy Unit 2	0.35	P			P	P			
3462138 seg 1	3462026	E. Bndy Unit 89	2.74	P	P	P		P			
3462138 seg 2	3445169	N. Bndy Unit 23	0.28	P			P	P			
3462154	3462138	N. Bndy Unit 36	1.12	P			P	P			
3462160	3462037	3462160 MP 1.12	1.12	P		P		P			
3462441	3462026	3462124	0.18	P			P	P			
3462442	3462138	W. Bndy Unit 25	0.28	P			P	P			
3462443	3462154	W. Bndy Unit 24	0.30	P			P	P			
3462444	3462026	W. Bndy Unit 17	0.47	P		P		P			
3462446	3462026	S. Bndy Unit 19	0.19	P			P	P			
3462457	3462462	3445169	1.25	P		P		P			
3462462	3462026	E. Bndy Unit 10	0.35	P		P		P			
3462509	3462026	N. Bndy Unit 1	0.80	P			P	P			
3462511	3462026	End of Road	0.84	P			P	P			
3462512	3462511	3462509	1.07	P			P	P			
3462513	3462512	3462457	0.30	P			P	P			
3462517	3462026	End of Road	0.33	P			P	P			

P = Partner Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS. (9/04) Contractor shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO
K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/04)

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications								
	From	To		T-803	T-811	T-838	T-839					
3445000	CTY RD 4242	3445169	3.20		P	P						
3445169	RD 3445	W. Bndy Unit 4	2.93			P						
3445182	RD 3445	RD 3450	0.76				P					
3445204	3445229	W. Bndy Unit 23	0.37				P					
3445228	3445169	W. Bndy Unit 4	0.40				P					
3445229	3445169	3445204	0.25				P					
3450000	RD 3445	E. Bndy Unit 8	0.62			P						
3462000	CTY RD 1193	3462037	0.85									
3462025	3462026	N. Bndy Unit 17	0.37			P						
3462026	RD 3445	3462025	6.17			P						
3462037	RD 3462	3462160	1.24			P						
3462124 seg 1	3462026	W. Bndy Unit 32	0.07				P					
3462124 seg 2	3462441	S. Bndy Unit 19	0.52			P						
3462124 seg 3	3462026	S. Bndy Unit 6	0.43			P						
3462125	3462026	S. Bndy Unit 2	0.35				P					
3462138 seg 1	3462026	E. Bndy Unit 89	2.74			P						
3462138 seg 2	3445169	N. Bndy Unit 23	0.28				P					
3462154	3462138	N. Bndy Unit 36	1.12				P					
3462160	3462037	3462160 MP 1.12	1.12			P						
3462441	3462026	3462124	0.18				P					
3462442	3462138	W. Bndy Unit 25	0.28				P					
3462443	3462154	W. Bndy Unit 24	0.30				P					
3462444	3462026	W. Bndy Unit 17	0.47			P						
3462446	3462026	S. Bndy Unit 19	0.19				P					
3462457	3462462	3445169	1.25			P						
3462462	3462026	E. Bndy Unit 10	0.35			P						
3462509	3462026	N. Bndy Unit 1	0.80				P					
3462511	3462026	End of Road	0.84				P					
3462512	3462511	3462509	1.07				P					
3462513	3462512	3462457	0.30				P					
3462517	3462026	End of Road	0.33				P					

P = Partner Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION TABLE PURSUANT TO
K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/04)

Road No.	Termini	Special Project Specifici	Travel Way			Brush And Log Out	Surfacing	Dust Abatement			Seasonal Maintenance	Snow Removal	Post Haul	
			Width	Slope	Comp			Product	Applic Rate	Width			Block	Treat
3445000	CTY RD 4242	3445169	EX	AI								TS		P
3445169	RD 3445	W. Bndy Unit 4	EX	AI		OPT					W	TS		P
3445182	RD 3445	RD 3450	EX	AI							W	TS		P
3445204	3445229	W. Bndy Unit 23	EX	AI							W	TS		P
3445228	3445169	W. Bndy Unit 4	EX	AI							W	TS		P
3445229	3445169	3445204	EX	AI							W	TS	P	P
3450000	RD 3445	E. Bndy Unit 8	EX	AI							W	TS		P
3462000	CTY RD 1193	3462037	EX	AI								TS		
3462025	3462026	N. Bndy Unit 17	EX	AI		OPT					W	TS		P
3462026	RD 3445	3462025	EX	AI		OPT					W	TS		P

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION TABLE PURSUANT TO
K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/04)

Road No.	Termini	Special Project Specifici- cation	Travel Way			Brush And Log Out	Surfacing	Dust Abatement			Seasonal Mainte- nance	Snow Removal	Post	
			Width	Slope	Comp			Product	Applic Rate	Width			Haul	Treat
3462037	RD 3462	T891-02F T812.03 -02F	EX	AI		OPT					W	TS	P	P
3462124 seg 1	3462026	T891-02F T812.03 -02F	EX	AI							W	TS	P	P
3462124 seg 2	3462441	T891-02F T812.03 -02F	EX	AI							W	TS	P	P
3462124 seg 3	3462026	T891-02F T812.03 -02F	EX	AI							W	TS	P	P
3462125	3462026	T891-02F T812.03 -02F	EX	AI							W	TS	P	P
3462138 seg 1	3462026	T891-02F T812.03 -02F	EX	AI		OPT					W	TS	P	P
3462138 seg 2	3445169	T891-02F T812.03 -02F	EX	AI		OPT					W	TS	P	P
3462154	3462138	T891-02F T812.03 -02F	EX	AI							W	TS	P	P
3462160	3462037	T891-02F T812.03 -02F	EX	AI		OPT					W	TS	P	P
3462441	3462026	T891-02F T812.03 -02F	EX	AI							W	TS	P	P
3462442	3462138	T891-02F T812.03 -02F	EX	AI							W	TS	P	P

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO
K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/2004)

Column No.	Heading	Entry	Explanation
	Any	Blank	Except as otherwise described, no entry indicates Partner is not authorized or required to perform the work item(s).
	Any	RC	This work requirement applies only when haul of project related construction materials occurs.
2	Special Project Specification	Number	Entry indicates Special Project Specification which applies.
3	Travel Way	EX	Partner shall maintain the traveled way to the width existing upon entry, or at the completion of Specified Road work.
		Numbers	Partner shall maintain the traveled way to the standard width indicated by the entry, plus curve widening, in accordance with Section T-811. If required, the road template shall be shaped to this width and to the designated cross slope before haul and during recurring maintenance.
		IS, C, OS, F, or AI	Cross slopes are designated as: IS (Inslope), C (Crown), OS (Outslope), F (Flat), AI (As Is).
		A or B	If compaction is required.
4	Brush and Log Out	Numeric & R and or L	Partner shall remove brush for specified width on either or both the right (R) side or left (L) side of road.
		As Staked	Limits of brushing are as staked or marked in the field.
		OPT	Partner may use hand or mechanical means of brushing.
		H	Only hand brushing may be used.
5	Surfacing	Aggregate Grading	Partner shall place surfacing on roads listed according to the grading indicated.

6	Dust abatement	OPT Product Abbr. EX Numbers	Product selection is Partner's choice from those listed in Section T-812. Unless otherwise agreed, Partner is restricted to product listed corresponding to the abbreviation shown in Section T-812; (i.e., LigS = Lignon Sulfonate) Application rates are estimated amounts. Partner shall abate dust on the existing width Partner shall abate dust to the width indicated by entry.
7	Seasonal Maintenance	W B	Waterbars and/or crossditching shall be required prior to expected seasonal precipitation. Entrance barriers shall be installed by Partner prior to nonuse periods.
8	Snow Removal	TS JU Blank	Snowplowing authorized for Partner's Operations without recreation access being provided per Section T-803 requirements. Snowplowing authorized, but must provide for recreation joint use per Section T-803 requirements. Snowplowing is not authorized. Forest Service may authorize plowing by permit when not in conflict with other uses.
9	Post Haul	P	P denotes that work is Partner's Responsibility to perform.

Contract Name: PB Stewardship

K-G.3.1.5# - PROJECT OPERATION SCHEDULE (05/2005)

Unless otherwise agreed to between Contractor and Forest Service, Contractor's Operations shall be performed in accordance with the following schedule.

See attached schedule.

SCHEDULE PURSUANT TO K-G.3.1.5# - PROJECT OPERATION SCHEDULE (05/2005)

<u>Subdivision</u>	<u>Operation Conditions</u>	<u>Purpose</u>
	N/A	

K-G.3.2# - PROTECTION OF RESERVE TREES (09/2004)

Contractor's damage or destruction of reserve trees described in K-C.3# will cause serious and substantial silvicultural or other damage to the National Forest. It will be difficult if not impossible to determine the amount of such damage. Therefore, Contractor shall pay as fixed, agreed, and liquidated damages \$ 300 for each Genetic reserve tree and \$ n/a for each n/a reserve tree damaged or destroyed by Contractor's Operations, in addition to amounts payable under D.4.5 and D.4.6.

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

K-G.4.0.5 - ALTERNATE REMOVAL OF INCLUDED TIMBER (05/2005)

Contractor and Forest Service may agree to alternate removal requirements of Included Timber contained in A.2. Alternate removal requirements are to be set forth in an agreement signed by both Contractor and Contracting Officer. The terms of the agreement binds both parties and becomes part of the stewardship contract.

The development and execution of the agreement is based upon the determination by the Contracting Officer that removal of Included Timber is economically impractical if Contractor has no ready market for such logs in the tributary area. A tributary area is defined as the area in which the Contractor and competitors regularly deliver saw logs, or 200 miles from the Contract Area, whichever distance is greater.

The agreement for alternate removal requirements shall be executed prior to removing any timber from the Subdivisions included in the agreement. Alternate removal requirements shall apply only to whole units and not to portions of units. All material meeting alternate removal specifications shall be cut and removed to locations designated in the agreement.

Volumes of material with alternate removal requirements will be determined from the National Cruise report for the project. Contractor will be charged for the following:

- a) stumpage value at current contract rates of the alternatively removed timber;
- b) plus the cost of other work required by the Forest Service to dispose of alternatively removed material;
- c) plus the difference between the appraised transportation cost of the Sawtimber and/or Nonsawtimber material involved and the appraised transportation cost of the alternative;
- d) minus any work required to be completed by the Contractor associated with alternate removal requirements.

Charges will be debited to the Contractor's Integrated Resource Account.

Upon acceptance of the alternate removal requirements, the Subdivision will be removed from the Contract Area under G.3.6.

Title to material included in the alternate removal agreement shall remain with the Forest Service.

K-G.4.1# - SPECIFIC REQUIREMENTS (05/2005)

Notwithstanding G.4.1, G.4.1.1, G.5 and G.6.1, felling objectives shall be accomplished by the type of felling methods and equipment listed herein. Methods or equipment other than those specified may be approved. For Subdivisions shown in the following table, Contractor shall submit a cutting plan for Forest Service acceptance, prior to the start of felling operations.

See attached Table.

TABLE PURSUANT TO K-G.4.1# - SPECIFIC REQUIREMENTS (05/2005)

FELLING METHODS

SUBDIVISIONS

The number of acres of compacted or displaced or disturbed soils following operations is to be 20% or less of the treatment unit acreage.

All

Not more than 5 percent of the residual stand may be damaged by Contractor's Operations. Damage is defined as scarring of boles that exceed 16 square inches of cambium exposure "root sprung" trees or trees with broken tops.

All

FELLING EQUIPMENT

SUBDIVISIONS

As accepted by the Forest Service.

All

K-G.4.1.8# - TREATMENT OF STUMPS (OPTION 2A) (05/2005)

Unless otherwise agreed to in writing, in areas shown on Contract Area Map, Contractor shall treat the stumps of all live ponderosa pine and white fir trees cut by Contractor that have a stump diameter larger than 18 inches. Treatment should be done as soon after tree felling as practical, preferably within 1 or 2 hours, but no later than 24 hours. Treatment shall consist of removing sawdust and other loose debris from the cut surface of the stump including exposed wood surfaces on all sides, and apply powder or liquid borax according to the following instructions:

POWDER APPLICATION - Apply enough borax to lightly cover stump surface including exposed wood surfaces on all sides (approximately 1 pound borax per 50 square feet of exposed wood surface). Apply the material to all exposed wood surfaces. Stumps should be level and have no splinters for most effective use. Best method of application is to sprinkle the material salt shaker style on the freshly cut stump surface. Care should be used during application to minimize off-site application of this material. A powder dye red shall be added to the borax as an aid to insure complete coverage.

LIQUID APPLICATION - A 10 percent aqueous solution can be used for treatment. Apply the solution by brush, or spray, to the stump until the surface is thoroughly wet (approximately 1 gallon per 40 square feet of exposed wood surface). Apply the material to all exposed wood surfaces. A liquid dye shall be added to the borax solution as an aid to insure complete coverage.

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

K-G.4.2# - YARDING/SKIDDING REQUIREMENTS (05/2005)

Contractor shall submit for Forest Service approval a Yarding/Skidding Plan prior to the start of felling operations. Requirements other than those specified in the following table may be approved. When appropriate, such approval shall include adjustments in Current Contract Rates and revision of the Contract Area Map. In no such case shall the adjustments result in Current Contract Rates less than Base Rates.

Location of all skid roads and trails, tractor roads, skyline corridors, mechanized harvester trails, forwarder roads, and other log skidding facilities, shall be approved prior to their use or construction.

See attached table for requirements.

TABLE PURSUANT TO K-G.4.2# - YARDING/SKIDDING REQUIREMENTS (05/2005)

YARDING/SKIDDING REQUIREMENTS

SUBDIVISIONS

The number of acres of compacted or displaced or disturbed soils following operations is to be 20% or less of the treatment unit acreage.

All

Not more than 5 percent of the residual stand may be damaged by Contractor's Operations. Damage is defined as scarring of boles that exceed 16 square inches of cambium exposure "root sprung" trees or trees with broken tops.

All

K-G.6.0# - EROSION CONTROL AND SOIL TREATMENT BY CONTRACTOR (04/2014)

Erosion prevention and control work required by G.6, shall be completed within 15 calendar days after yarding/skidding operations related to each landing are substantially completed or after Forest Service designation on the ground of work where such designation is required hereunder. Said time limit shall be exclusive of full days lost in Contractor's Operations due to causes beyond Contractor's control. Such on the ground designation shall be done as promptly as feasible unless it is agreed that the location of such work can be established without marking on the ground. After September 15, and as long thereafter as operations continue, the work shall be done as promptly as practicable. Damage resulting from Contractor's Operations due to failure to perform required work shall be repaired by Contractor.

On slopes greater than n/a percent, erosion control measures will be done with methods other than mechanized equipment, unless otherwise agreed.

Where soil has been disturbed or displaced on Contract Area by Contractor's Operations and where measures described in G.6 will not result in satisfactory erosion control or where subsoiling is shown on Contract Area Map, the following shall be performed. If applicable, timing of the work shall be coordinated with required scarification or subsoiling.

(a) Where staked or otherwise marked on the ground by Forest Service, seed, fertilizer, and mulch will be applied as indicated in the attached seeding, fertilizing, and mulching schedule. All applications shall be current and done during the period from n/a to n/a, unless otherwise agreed to. Applications shall be done only during favorable conditions. If Contractor and Forest Service agree, seed can be applied and covered within 10 days of ground disturbance, and may be done outside the required periods.

(b) Where shown on Contract Area Map, landings, Temporary Roads and/or skidtrails/roads shall be scarified to a depth of 20 inches to provide a seedbed for grass seed, fertilizer, and mulch. Seed, fertilizer, and mulch shall be spread evenly at the rates shown in the table. When the seed, fertilizer, and mulch are applied in separate operations, the second or third operations shall be within 10 days of the first or second.

(c) Where shown on Contract Area Map, landings, Temporary Roads, and skid trails/roads used by Contractor shall be subsoiled to a minimum depth of 20 inches, except that Forest Service may agree to lesser depths. Each subsoiler shank shall be equipped with a shoe and wings which has a total width of at least 18 inches. The design of the shank and wings will be such that the treated, compacted soil is slightly lifted and well-fractured rather than plowed, mixed, or displaced. The distance between subsoiler shank passes shall not exceed 36 inches. Treated areas shall span the total width of compaction. Subsoiling shall be kept reasonably current and shall be done during Normal Operating Season unless otherwise agreed.

(d) When agreed to, Contractor may use alternate methods of erosion control.

Seed shall meet current Forest Service requirements, with the additional requirement that no seed containing any noxious weed seed in excess of established state limitations as listed in the current "State Noxious Weed Requirements Recognized in the Administration of the Federal Seed Act" publication will be used (commonly referred to as the "all states" noxious weed seed list). Seed shall be furnished separately or in mixture in standard containers clearly marked with: (1) seed name; (2) lot number; (3) net weight; (4) percentages of purity and of germination (in case of legumes, percentage of germination to include hard seed); (5) percentage of weed seed content; and (6) certification that no noxious weed seeds in excess of established state standards are present. The contractor shall furnish the Government duplicate signed copies of a certificate, signed by a Registered Seed Technologist or Seed Analyst (certified through either the Association of Official Seed Analysis or the Society of Commercial Seed Technologists), certifying that each lot of seed has been tested in accordance with the Association of Official Seed Analysts Standards within 12 months prior to date of application. This certificate shall include (1) name and address of laboratory, (2) date of test, (3) lot number for each kind of seed, (4) name of seed, (5) percentage of

Contract Name: PB Stewardship

germination, (6) percentage of purity, (7) percentage of weed seed content, and (8) certification that no noxious weed seeds in excess of established state limitations are present in any kind of seed.

Legume seed shall be inoculated with approved cultures in accordance with the instructions of the manufacturer.

No seed may be applied without prior written approval by the government.

(e) Contractor may be required to seed areas disturbed by harvest activities to prevent the spread of noxious weeds, or the establishment of new areas.

See attached application schedule.

APPLICATION SCHEDULE PURSUANT TO K-G.6.0# - EROSION CONTROL AND SOIL TREATMENT BY CONTRACTOR (04/2014)

SUBDIVISION OR UNIT NUMBER	AREAS A) SKID TRAILS B) FIRELINES C) TEMP. ROADS D) LANDINGS E) OTHER	SEED		FERTILIZER		MULCH	
		APPLICATION		APPLICATION		APPLICATION	
		SPECIES <u>1</u> / MIXTURE	LBS/AC	TYPE <u>2</u> / LBS/AC	LBS/AC	TYPE <u>3</u> / LBS/AC	LBS/AC
N/A							
N/A							

The Contractor will be required to pay a co-op deposit of \$.02/Ton for the cultivation and harvest of replacement seed of native species for use on future contracts.

1/ For projects in Oregon, the seed shall meet the State certification specifications. Seed must be packaged in containers carrying official certification labels sewn in, glued to, or printed upon the container, with the following information:

1. Variety (if certified as to variety) and kind.
2. Quantity of seed (pounds or bushels).
3. Class of certified seed (blue tags for certified seed).
4. Inspection or lot number traceable to the certifying agency's records.

For projects in Washington, the seed shall be labeled as "Prohibited and Restricted Noxious Weed Free for the State of Washington." The Contractor shall furnish a copy of the seed analysis.

For state of California lands in Region 6, seed must be certified by the state of California, or by an independent agency or company that is approved by the state of California for "prohibited and restricted noxious weed free for the state of California."

For mixtures of seed, each ingredient in excess of 5 percent must be listed with its percentage by weight and its germination percentage.

Legumes must be inoculated with nitrogen fixing bacteria before planting. The label must show the expiration date of the inoculant.

All seed treated with a fungicide or pesticide must be labeled that it is "treated" giving the name of the chemical used, and an appropriate warning or a caution statement.

2/ Fertilizer shall be a standard commercial fertilizer with guaranteed analysis of contents clearly marked on containers.

3/ Mulch shall meet the appropriate State's certification specifications, with evidence of its certification traceable to the certifying agency's records.

K-G.7 - SLASH DISPOSAL (06/2008)

As used in the following Subsections, the term "slash" is vegetative debris including, but not limited to, cull logs, blasted or pushed-out stumps, chunks, broken tops, limbs, branches, rotten wood, damaged brush, damaged or destroyed reproduction, saplings or poles, resulting from Contractor's Operations, including construction of roads or other improvements under this contract. Slash resulting from the construction of Specified Roads shall be disposed of as provided for in Section 201 of the Standard and Special Specifications and as shown in Drawings.

Any burning of slash or refuse by Contractor is subject to K-H.2.0.1.

Forest Service may enter into a written agreement with Contractor for the Contractor to remove slash from landings, subject to D.4.1. Brush disposal deposits paid by the Contractor for the Forest Service to burn landing piles will be credited to the Contractor's integrated resource account in the amount shown in the brush disposal plan, less the amount needed by the Forest Service for final cleanup of the landings following removal of the landing slash piles by the Contractor. The credit will be made following the final removal of all Included Timber, and slash piles, from the Contract Area.

K-G.7.4.2# - SLASH TREATMENT REQUIREMENTS (OPTION 2) (06/2008)

Contractor shall pile, burn, yard, construct firelines or otherwise treat slash defined in K-G.7, within designated areas. Work required of Contractor shall be in accordance with the following slash plan and specifications, and the Contract Area Map.

Unless otherwise agreed, or shown in the attached slash plan or specifications, when Included Timber is removed during Normal Operating Season, required slash work shall be completed within 30 days of removal of approximately three-quarters of the volume in the unit. When Included Timber is removed outside Normal Operating Season, required work will be completed within 30 days of the beginning of the next Normal Operating Season.

See following specifications.

Specifications Pursuant to K-G.7.4.2# - Slash Treatment Requirements
(Option 2) (06/2008)

Detailed Slash Plan and Specifications for PB Stewardship

I. General Specifications

The slash treatment method for each Subdivision is to be accomplished by the Contractor in accordance with specifications listed herein.

The Contract Area Map, Timber Designation, and Specifications identifies location of Contractor's work.

All slash work will be kept current with product removal unless other timing is agreed to by the Forest Service.

II Specific Specifications

A. Landing and Decking Area Slash

1. Machine pile all slash that is on the cleared landing or any slash pushed up along the edge or off the landing during skidding and decking operations.
2. Unless otherwise agreed, decks and piles shall not be closer than ten feet from the edge of decked material on the landing, or ten feet from the dripline of any residual tree. Piles will be a minimum of six feet in height and twelve feet in diameter where practicable, and as compact as possible. Piles shall be reasonably free of dirt and rocks.
3. Construct fireline around the slash piles. Line is to be at least 8 feet wide with a minimum of 3 feet width to mineral soil.

B. Equipment for Piling Landings

The equipment used by the contractor to pile landing slash is to be approved by the Forest Service.

C. On site chipping

Any chipping on National Forest land must be agreed to by the Forest Service.

D. Whole Tree Yarding

All trees shall be whole tree yarded to the landing. All bucking, limbing, long-butting, etc. must be done on the landing and decking areas.

K-G.8.4 - USE OF PAINT BY CONTRACTOR (OPTION 1) (06/2006)

Notwithstanding G.8.4.2, use of paint by the Contractor within the Contract Area in the same color(s) used by the Forest Service in the preparation and administration of the contract will be by written approval of the Forest Service.

K-G.8.4.0 - ACCOUNTABILITY (04/2014)

Notwithstanding G.8.4, when Weight scaled contracts offer products at different rates in A.4.2, each product must be completely removed from a landing or decking area before another product can be removed, unless otherwise agreed to in writing by the Contracting Officer.

K-G.8.5.1 - WEIGHT OF LOST LOADS (04/2014)

Contractor shall present all loads for weighing and shall furnish a weight ticket for each load pursuant to a weighing services agreement. Any load for which a weight ticket is not provided, or the weight ticket is incomplete or unreadable, or does not include the Forest Service load receipt number, shall be considered a lost sample load with a net weight equal to the load with the heaviest net weight presented during the billing period, as established by the Forest Service.

K-G.9# - STEWARDSHIP PROJECTS (09/2004)

Performance of stewardship projects shall be in accordance with the following specifications.

Stewardship Projects

SPECIFICATIONS PURSUANT TO K-G.9# - STEWARDSHIP PROJECTS

Stewardship Project 001 - Mandatory Cut, skid, and deck small trees

End Result: The desired outcome is to reduce stand densities below mountain pine beetle infestation thresholds and to increase forest health by reallocating growth and vigor to individual trees.

Project Location: Subdivision 5, 7, 8, 23, 24, 25, 26, 27, 28, 29, 32, 34, 35, 36 (663 Acres).

This project will occur on acres where the contractor is harvesting and removing sawtimber material under A.2. K-G.4.1# and K-G.4.2# specifications apply.

Technical Specifications:

a) Cut trees shall be yarded with tops attached to landings approved by the Forest Service, and piled. Pile size and arrangement will be agreed to and approved by the Forest Service. See K-G.7.4.2#.

b) Thin from below to 70 TPA or 25 foot spacing. Acceptable range is 50-109 TPA or 20-30 foot spacing. Thin trees between 4.0 to 8.9 inches dbh for ponderosa pine, and 4.0 to 6.9 inches dbh for all other species within harvest units. Thin Western juniper greater than 4.0 inches dbh and that do not meet the definition of Old growth (deep furrows, rounded crown).

Following are LEAVE tree preference listed by priority.

1. Leave in order of preference - ponderosa pine, sugar pine, incense-cedar, white fir, lodgepole pine.
2. Cut all non-OG juniper those whose bark is thick and fibrous, with developed vertical furrows.
3. Leave trees will be the healthiest trees with the fullest crown.

c) In areas of at least 5 aspen trees at least 5 feet tall within 30 feet of each other, cut all conifers 4.0 inches DBH to 8.9 inches dbh for a slope distance of 60 feet.

Retention Areas - Subdivisions 5, 23, 24, 25, 26, 27, 28, 29, 32, 34, 35, and 36. Retain 10-15% of each treatment unit in retention areas to provide for mule deer cover and habitat diversity across the landscape. Retention areas would be approximately 1/2 acre in size and be at least 30 feet from large tree clumps and/or single dominant ponderosa pine. Appropriate areas for retention include patches of denser forest (multi-layered preferred), sites that offer habitat diversity, such as snags and concentrations of woody debris, rocky outcrops, and moist or wet microsites.

Other Requirements:

1. Cut trees shall be completely severed. Cutting shall be below the lowest live limb unless prevented by natural obstacles.
2. Stump height shall not exceed 6 inches in height on the uphill side unless cutting is obstructed by natural obstacles. Stumps shall be horizontal as possible to avoid sharp spikes.

SPECIFICATIONS PURSUANT TO K-G.9# - STEWARDSHIP PROJECTS

3. No cut trees shall be permitted to suspend above the ground by a leave tree.
4. If operations cause damage to any posted monuments, fences or other improvements, the contract administrator will be notified immediately. Contractor will be responsible for restoration or replacement cost.
5. Operations will be conducted to avoid damage to leave trees and other resources.

K-H.1 - PLANS (05/2005)

The plan shall state how Contractor's representative or alternates will be contacted in a fire emergency, both during periods of operation and at other times such as evenings or weekends. Contractor shall certify compliance with specific fire precautionary measures included as Subsections under K-H.2 - Specific Fire Precautions, before beginning operations during Fire Precautionary Period (closed season) and shall update such certification when operations change.

If helicopter yarding is required, the plan shall include a schedule of rates mutually agreed to for computing Contractor costs incurred toward meeting Contractor's obligations under A.14, or for paying for helicopters controlled by Contractor and used under Forest Service direction for suppressing Operations Fires or other fires on Contract Area, excluding Negligent Fires.

K-H.2 - SPECIFIC FIRE PRECAUTIONS (05/2005)

When the industrial fire precaution level is I or higher, unless waiver is granted under K-H.2.2, specific required fire precautionary measures are as follows:

A. Fire Security.

Contractor shall designate in writing a person or persons who shall perform fire security services listed below on Contract Area and vicinity. The designated person will be capable of operating Contractor's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of Contractor'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, Contractor may provide another person meeting the qualifications stated above to direct the activities of Contractor's personnel and equipment during all fire fighting activities.

Services described shall be for at least 1 hour from the time Contractor'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 Contract Area.

Contractor shall furnish fire security services based on the predicted industrial precaution level, obtained by Contractor 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 Contractor when changes in fire security services are indicated.

B. Fire Extinguisher 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 of at least 5 B,C.

(b) All power-driven equipment operated by Contractor 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 0 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 0 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 Contract 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.

Contractor 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 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.

Contractor 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), except as provided under H.2.1.

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 poly or rubber 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 hose 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 Contract Area Map, Contractor 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, Contractor may provide a suitable helicopter water bucket with a 300 gallon capacity. When Contractor provides a water bucket, a water source shall be provided within 5 minutes round trip flight time from operating side.

F. Communications.

During Contractor's Operations, excluding powersaw falling and bucking, Contractor 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 Contractor. Contractor shall not permit open fires on Contract 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 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 Contractor in any way from compliance with State fire laws covering fire prevention and suppression equipment, applicable to Contractor's Operations.

J. Aircraft Communications.

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 Contract Area, all aircraft pilots controlled by Contractor

shall monitor VHF frequency 122.85 MHz when within 5 miles of a fire and broadcast their intentions.

K. Logging Block Equipment.

Contractor 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.

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

K-H.2.0.1 - BURNING BY CONTRACTOR (06/2006)

Notwithstanding the Fire Precautionary Period limitation of H.2, Contractor is required to obtain written permission from Forest Service prior to any burning on the National Forest Lands.

K-H.2.2 - EMERGENCY FIRE PRECAUTIONS (05/2005)

Contractor shall restrict operations in accordance with the Industrial Fire Precaution Levels attached. 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 Contractor, the revised Industrial Fire Precaution Levels will supersede the attached levels.

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

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.

Closed Season (Fire Precautionary Period): That time period each year when a fire hazard exists and as described in A.12.

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 under H.2.1, shall prescribe measures to be taken by Contractor 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. Contractor shall assure that all conditions of such waivers or substitute precautions are met.

Contractor shall obtain the predicted Industrial Fire Precaution 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 Contractor when changes in restrictions or industrial precautions are indicated.

K-H.3.1 - ADDITIONAL AREA OF FIRE RESPONSIBILITY (05/2005)

The area within 200 feet slope distance of the center line of any road constructed or reconstructed under this contract on National Forest lands outside of Contract Area shall be considered as a part of Contract Area in connection with responsibilities under H.3 and H.4 until the road has been accepted in writing by Forest Service.

K-I.1.0 - DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTY (05/2005)

Contractor and Forest Service hereby agree, acknowledge, and accept that there is no expressed or implied warranty provided by the Forest Service that guarantees the Contractor will be allowed to complete the removal of products sold under the terms of the contract. Upon execution of the contract, Contractor hereby acknowledges the acceptance of the risk that this contract is subject to interruption or termination as a result of litigation associated with the environmental analysis process used by the Forest Service in the planning of this project. If such interruption or termination occurs due to litigation, Contractor agrees to accept as full compensation for such interruption remedies pursuant to I.3.3, or for termination remedies pursuant to I.3.4.

Contract Name: PB Stewardship

K-I.2.1.2 - MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in A.20. Contractor will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Contractor's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Contractor's written request for a market-related contract term addition before the expiration of this contract.

No more than 3 years shall be added to a contract's term by market-related contract term addition unless the following conditions are met:

(i) The contract was awarded after December 31, 2006; and

(ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

For each qualifying quarter meeting the criteria in paragraphs (i) and (ii) of this provision, the Forest Service will, upon the Contractor's written request, add an additional 3 months during the normal operating season to the contract, except no single 3-month addition shall extend the term of a contract by more than 1 year.

In no event shall a revised contract term exceed 10 years as a result of market-related contract term addition.

Additional contract time may not be granted for those portions of the contract that have a required completion date or for those portions of the contract where Contracting Officer determines that the timber is in need of urgent removal or that timber deterioration or resource damage may result from delay.

K-I.3.1# - CONTRACT CHANGES (OPTION 1) (05/2005)

Contract changes involving volumes and/or values will use a weight ratio of 3.5383 to convert net CCF cruise volumes to Tons.

K-I.6.8# (Option 1) - USE OF TIMBER (09/2004)

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

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

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

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

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

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

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

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

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

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

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

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

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

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

(i) For breach of this Section, 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 Section, Forest Service will not be liable for any Claim submitted by Contractor relating to the termination.