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

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

Species	Product
Miscellaneous	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 Superior reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Reserve trees are identified by a wide metal band and a square metal identification tag and shall be protected in accordance with K-G.3.2#. Units with reserve trees are shown on Contract Area Map.

C.3.5.5# - DESIGNATION BY PRESCRIPTION *(09/2004)*

Within Subdivision(s) or cutting unit(s) 2, 5, 6, 7, 8, 12, 18, 21, 22, 23, 24, 25, 26, 27, 30, 31, 32, 33, 34, 36, 37, 38, 55, 64, 65, 69, 72, 98, 370, as shown on Contract Area Map, the following criteria shall be used by Contractor to designate trees and other products for cutting and removal. Contractor shall Mark leave trees with Contractor's non-tracer Orange paint. Forest Service shall inspect and approve Marking prior to cutting.

(a) See Specifications for K-C.3.5.5# Designation by Prescription in Attachment A.

(b) Additional trees to be cut, if any, are Marked by Forest Service with Green tracer paint.

(c) Cutting unit boundaries and other trees that shall be left uncut are Marked by Forest Service with Orange/Yellow tracer paint.

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

All live and recently dead coniferous species not marked in Orange tracer paint above and below stump height within cutting units designated 'LTM' on the Contract Area Map, and all trees marked by Forest Service with Blue Tracer paint in subdivision 35 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/Yellow Tracer paint, or identified by, N/A, are not to be cut, unless designated by the Forest Service.

Contract Name: East Wedge Stewardship

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.

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

Included Timber	Time Limits
ALL.	180 days after felling is started.
All timber decked during construction clearing.	180 days after felling on each Specified Road constructed by Contractor is initiated.
Timber decked during road construction.	180 days after Forest Service authorizes Contractor to use roads pursuant to F.2.

K-E.2.1.5 - DEPOSITS WHEN PAYMENT GUARANTEED *(05/2010)*

To the extent payment guarantee is provided under E.3, requirements for advance cash deposits under E.2.1.2 shall be waived for the value of Included Timber removed except for:

(a) Base Rates,

(b) associated charges, and

(c) the value of Included Timber exceeding the sum of stewardship credits that have not been established under E.2.2 for mandatory stewardship projects listed in A.4.3 plus optional stewardship projects listed in A.4.3 authorized by Contracting Officer.

Charges for (a), (b) and (c) shall be waived for not more than a monthly billing period, subject to the provisions of E.4.

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: *East Wedge Stewardship*

K-F.1.0.1~~3~~ - TEMPORARY ROAD AND LANDING CONSTRUCTION (OPTION 1) *(05/2010)*

In addition to the requirements of F.1 and G.6.3, Contractor and Forest Service will agree to the design, construction, maintenance, closure, and obliteration of all Temporary Roads.

Construction of Temporary Roads in areas shown on Contract Area Map shall be in accordance with the attached plans or criteria.

Unless otherwise agreed, if Contractor's Operations require more than N/A cubic yards of rock for Temporary Roads, landings, or other temporary uses, such rock shall be obtained from commercial sources.

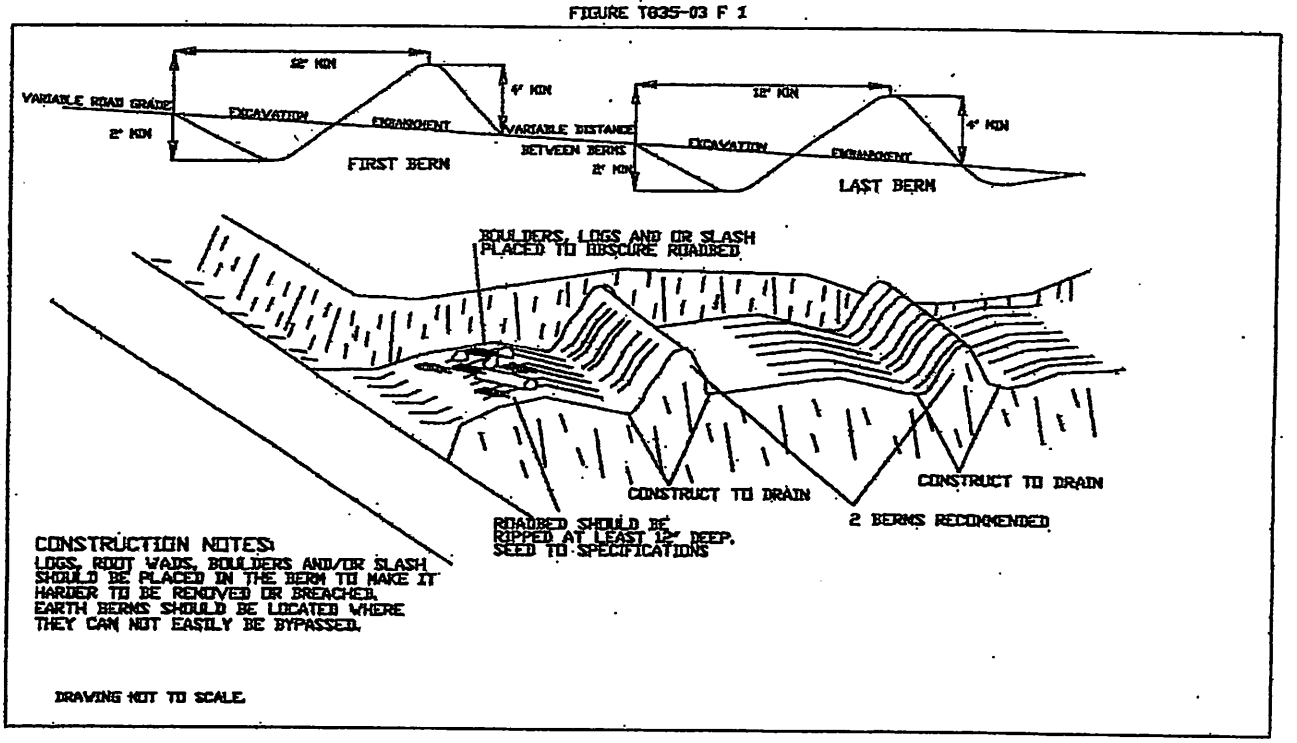
See attached Plans and/or Criteria.

PLANS AND/OR CRITERIA PURSUANT TO K-F.1.0.1# - TEMPORARY ROAD AND LANDING CONSTRUCTION (OPTION 1) *(06/2010)*

NOTE 1: Tractor Road Obliteration. Unless otherwise agreed, tractor roads constructed for use with this contract shall be obliterated after they have served their purpose. Obliteration shall consist of recontouring excavated prism including all cut and fill slopes to natural ground contour. In addition, from _1_ to _5_ tons per acre of clearing or logging slash, stumps or other woody debris shall be placed and scattered on top of the recontoured corridor.

NOTE 2: Temporary Road Obliteration. Unless otherwise agreed, temporary roads constructed for use with this contract shall be obliterated after they have served their purpose. After, or during scarification process, fill material will be returned to cut slope, and all excavated soil returned to original locations as much as feasible. Original land profiles will be re-estatblished to the maximum extent possible. All stumps, slash, and vegetative debris from construction will be returned to the the obliterated road surface. Special attention will be given to road entrances to prevent any further use of road. Exra debris, imported stumps, earth berm and/or slash piles, rocks, or recontouring entrance as approved by Forest Service will be used to effectively prevent any future use of the roads. Following obliteration, all areas of exposed soil not effectively covered by slash and debris will be seeded as requireed by K-G.6.0#. To the extenet possible, given terrain features, treatments to close unit access roads should camouflage the entrance of the unit access road from existing system roads so they are not obvious and are not accessible by OHV's.

FIGURE T035-03 F 1



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 CONTRACTOR *(09/2004)*

Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
ALL		0.0	End	R	No hauling on Memorial Day, 4th of July to include the 3rd and 5th of July, and Labor Day.

Title and Date of Governing Road Rules Document:

Colville National Forest	May 2010
Commercial Road Rules	Effective Date

A written permit is required for movement of road construction and logging equipment that exceeds Washington State legal loading.

K-P.1.3# - ROAD COMPLETION DATE *(09/2004)*

Construction of Specified Roads shall be completed no later than 10/31/2016 ; except for earlier construction completion dates for roads listed below:

Road Number	Road Name	Station From	Station To	Completion Date
N/A				

Completion date is binding on the party that constructs road, whether Contractor or Forest Service. Contracting Officer may modify the completion date in writing to conform to the Technical Proposal under G.3.1.1 at the request of Contractor.

When Contractor elects Forest Service construction of Specified Roads shown in contract advertisement, Forest Service may adjust construction completion date when road construction is delayed or interrupted for causes that qualify for an adjustment of the completion date of Forest Service's road construction contract. When qualifying delays or interruptions of road construction occur, Forest Service shall evaluate such occurrences and document any findings. The current status of any adjustment shall be available to Contractor on request. Promptly after the end of Normal Operating Season in which qualifying days occur, Forest Service shall give Contractor written notice of (a) number of qualifying days claimed, and (b) new construction completion dates. After all road construction is complete, Forest Service shall grant Contract Term Adjustment. Such adjustment shall be limited to road completion date delays that occurred during Normal Operating Season.

If Forest Service is responsible for road construction and the actual date of road completion is 1 year or more after the completion date stated above, Contractor may request a rate redetermination under D.3 for remaining volume. Such request must be made within 30 days of notification that road construction has been completed. Upon receipt of such request, Forest Service shall redetermine rates using standard methods in effect on the completion date of road construction. Rates to be established shall apply to all timber removed from Contract Area after the effective date of the rate redetermination.

Forest Service shall in no way be responsible for any delay or damage caused by road contractor in performing the road construction, except such delay as may be the fault or negligence of Forest Service.

When Contractor constructs Specified Roads and requests Contract Term Adjustment, completion dates shall be adjusted by number of days that qualify for such adjustment, provided such qualifying days occur before specified construction completion date. When Contractor desires to construct an alternate facility under F.2.6, Forest Service and Contractor shall agree, in writing, on a construction completion date for alternate facility. Contract Term Adjustment as noted above will apply. Completion date shall be adjusted where a Design Change or physical changes necessitate a modification of Specified Road construction work that increases the scope or magnitude of the required work.

If Contractor fails to complete construction of any or all Specified Roads by applicable completion date, as adjusted, Contract Term Extension shall not be granted.

As used in this provision, construction of a road is completed when:

(a) Contractor constructs Specified Roads and Forest Service furnishes Contractor with written notice of accep-tance under G.3.6 or

(b) Forest Service constructs road and furnishes Contractor with written notice authorizing use of road.

Notwithstanding E.1, Contractor shall not use a road that Contractor has elected for Forest Service to construct, until construction is completed and Forest Service furnishes Contractor with written notice authorizing use of road.

K-F.2.1.3# - DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES *(09/2004)*

Contractor shall make a cash deposit for engineering services (preconstruction and construction) provided by Forest Service for reconstruction of National Forest system roads necessary to accommodate Contractor¿s use under this contract, pursuant to 16 USC 537.

The total amount to be deposited by Contractor for reconstruction related engineering services to be completed by Forest Service personnel or by public works contract is $ $23,250.00 . Contractor shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. In the event a different deposit schedule is agreed to, such deposit shall be due within 15 days after the date of issue indicated on the initial bill for collection, pursuant to B.4.

The amount of the required deposit will be shown as an associated charge on Contractor¿s Integrated Resource Account. Forest Service shall retain any unexpended deposit for reconstruction related engineering services.

The deposit for reconstruction related engineering services shall be commensurate with project need and Contractor¿s road use. Forest Service shall complete reconstruction related engineering services on the following schedule unless a different completion schedule is agreed in writing:

Road or Facility No.	Termini From	Termini To	Engineering Services Completion Date
Road-1500150	0	1.5	06/01/2015
Road-1500160	0	.5	06/01/2015
Road-1500162	0	.48	06/01/2015
Road-1500172	0	.62	06/01/2015
Road-1500175	0	.13	06/01/2015
Road-1500190	.77	1.93	06/01/2015
Road-1500198	0	1.19	06/01/2015
Road-1500200	0	.35	06/01/2015
Road-1500208	0	.54	06/01/2015
Road-1500210	0	2.02	06/01/2015
Road-1500240	0	.45	06/01/2015
Road-1500270	0	.32	06/01/2015
Road-1500294	0	.51	06/01/2015
Road-1500308	0	.09	06/01/2015
Road-1500310	0	.23	06/01/2015
Road-1500312	0	.55	06/01/2015
Road-1500340	0	.25	06/01/2015
Road-1500371	0	.71	06/01/2015
Road-1500400	0	.95	06/01/2015
Road-1500404	0	1.1	06/01/2015
Road-1500405	0	.14	06/01/2015
Road-1500406	0	.68	06/01/2015
Road-1520020	0	1.95	06/01/2015
Road-1520022	0	.51	06/01/2015
Road-1520024	0	.37	06/01/2015
Road-1520026	0	.56	06/01/2015
Road-1520028	0	.56	06/01/2015
Road-1520036	0	.03	06/01/2015
Road-1520060	0	2.51	06/01/2015
Road-1520150	0	.35	06/01/2015

Reconstruction related engineering services may consist of some or all of the engineering work and expense of: preparing, setting out, controlling, inspecting, and measuring the reconstruction of a National Forest system road.

K-F.2.2.1# - MATERIAL SOURCES (09/2004)

Sources of local materials are designated on Plans and Contract Area Map. Forest Service assumes responsibility for the quality and quantity of material in designated sources. Contractor shall determine the equipment and work required to produce the specified product, including the selection of acceptable material that is reasonably available in the source that meets specifications. The designation of source includes the rights of Contractor to use certain area(s) for plant site, stockpiles, and haul roads.

Should the designated source, due to causes beyond the control of Contractor, contain insufficient acceptable material, Forest Service will provide another source with adjustment in accordance with F.2.5.3.

When Contractor elects not to use designated sources, Contractor shall furnish the specified product with no adjustment in unit rates. Quality testing shall be the responsibility of Contractor. Test results shall be furnished to Forest Service.

When Contractor elects not to use designated sources and the Schedule of Items lists pit development separately, cost allowance will be reduced under F.2.5.3 when Forest Service determines the work will not be required.

When materials are subject to a weight measurement, the specific gravity or weight/volume relationship used as a basis for determination of estimated quantities shall be:

Source I NA , Source II NA , and Source III NA .

Contractor may, when agreed in writing, use on the project such suitable stone, gravel, and sand, or other material found in the excavation, and will earn a cost allowance for the excavation of such materials at the corresponding contract unit price and for the pay items for which the excavated material is used. Contractor shall replace, without additional cost allowance, sufficient suitable materials to complete the portion of the work that was originally contemplated to be constructed with such material. Contractor shall not excavate or remove any material, except that which is within the excavation limits, without written authorization from Forest Service.

When material is appraised from non-National Forest designated sources, owner charges for the material in terms of unit cost for royalties, purchase of raw materials, or finished products shall be as follows until NA :

See Material Source Table.

Should quantity vary from that estimated, payment to owners shall be for units actually obtained. Contractor shall make arrangements with owner(s) for measurement and payment for royalties, purchase of raw materials, or finished products, as shown above.

Materials produced or processed from National Forest lands in excess of the quantities required for performance of this contract are the property of Forest Service, unless prior written agreement has been obtained to use excess material on other National Forest contracts. Forest Service is not obligated to reimburse Contractor for the cost of their production.

Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials shall be located to facilitate their prompt inspection. Sites on Forest Service administered land, approved by Forest Service, may be used for storage purposes and for the placing of Contractor's

plant equipment. All storage sites provided by Forest Service shall be restored at Contractor's expense. Contractor shall be responsible for making arrangements for storage on other than Forest Service administered lands.

When the construction of the portion of the project for which Temporary Roads used for hauling materials is completed, all such Temporary Roads shall be restored as nearly as practicable to their original ground profile, unless otherwise agreed in writing.

TABLE PURSUANT TO K-F:2.2.1# - MATERIAL SOURCES *(09/2004)*

Material	Type of Purchase	Owner(s)	Unit of Measure	Unit Price	Estimated Quantity	Total
N/A						

K-7.3.1# - 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

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications						
	From	To		T-838	T-839	T-842	T-851	T-854		
1500000	C4160	FS BDRY	7.5				P	P		
1500030	C4160	1500180	5.97				P	P		
1500080	C4160	M.P. 0.1	0.1				P	P		
1500150	C4160	MP 1.5	1.5				P	P		
1500156	1500000	M.P.0.02	0.02				P	P		
1500157	1500156	MP 0.20	0.20		P		P	P		
1500160	1500000	1500162	0.50				P	P		
1500162	1500160	end	0.48				P	P		
1500172	1500000	1520020	0.62				P	P		
1500175	1500000	1520020	0.13				P	P		
1500180	1500180	1500030	5.57	P		P	P	P		
1500190S1	1500180	M.P. 0.77	0.77	P		P	P	P		
1500190S2	M.P. 0.77	1500210	1.16				P	P		
1500194	1500190	M.P. 1.5	1.5	P		P	P	P		
1500195	1500194	M.P. 0.46	0.46	P		P	P	P		
1500198	1500190	1500208	0.82				P	P		
1500200	1500198	M.P. 0.35	0.35				P	P		
1500208	1500198	M.P. 0.54	0.54				P	P		
1500210	1500190	M.P. 2.02	2.02				P	P		
1500240	1500180	M.P. 0.45	0.45				P	P		
1500242	1500240	M.P. 0.19	0.19	P		P	P	P		
1500270	1500000	M.P. 0.32	0.32				P	P		
1500280	1500000	1500290	0.93	P		P	P	P		
1500290	1500000	M.P. 3.25	3.25	P		P	P	P		
1500291	1500290	M.P. 0.52	0.52				P	P		
1500294	1500290	M.P. 0.51	0.51				P	P		
1500308	1500291	M.P.0.09	0.09				P	P		
1500310	MP 0.57	1500294	0.23				P	P		
1500312	1500291	M.P. 0.55	0.55				P	P		
1500340	1500290	M.P. 0.25	0.25				P	P		
1500371	1500000	end	0.71				P	P		
1500400	1500000	M.P. 0.95	0.95				P	P		
1500404	1500000	end	1.10				P	P		
1500405	1500400	M.P. 0.14	0.14				P	P		
1500406	1500400	1500404	0.68				P	P		
1520020S1	C4160	M.P.1.04	1.04				P	P		
1520020S2	M.P. 1.07	C4160	0.91				P	P		
1520022	1520020	M.P. 0.51	0.51				P	P		
1520024	1520020	M.P. 0.37	0.37				P	P		
1520026	1520020	M.P. 0.56	0.56				P	P		
1520028S1	1520020	M.P. 0.32	0.32	P		P	P	P		
1520028S2	M.P. 0.32	1520020	0.24				P	P		
1520036	C4160	M.P. 0.03	0.03				P	P		
1520060S1	C4160	M.P.1.8	1.8				P	P		
1520060S2	M.P. 1.8	C4160	0.82				P	P		
1520062	1520060	M.P.0.1	0.1		P	P	P	P		
1520150	1500000	M.P. 0.27	0.27				P	P		

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications						
	From	To		T-803	T-811	T-812	T-838	T-839	T-854	T-891
1500000	C4160	FS BDRY	7.5	P	P	P			P	P
1500030	C4160	1500180	5.97	P			P		P	
1500080	C4160	M.P. 0.1	0.1	P			P		P	
1500150	C4160	M.P. 1.5	1.5	P				P	P	
1500156	1500000	M.P.	0.02	P				P	P	
1500157	1500156	MP 0.20	0.20	P				P	P	
1500160	1500000	1500162	0.50	P				P	P	
1500162	1500160	end	0.48	P				P	P	
1500172	1500000	1520020	0.62	P				P	P	
1500175	1500000	1520020	0.13	P			P		P	
1500180	1500180	1500030	5.57	P		P	P		P	P
150019DS1	1500180	M.P. 0.77	0.77	P			P		P	
150019DS2	M.P. 0.77	1500210	1.16	P			P		P	
1500194	1500190	M.P. 1.5	1.5	P			P		P	
1500195	1500194	M.P. 0.46	0.46	P			P		P	
1500198	1500190	1500208	0.82	P				P	P	
1500200	1500198	M.P. 0.35	0.35	P				P	P	
1500208	1500198	M.P. 0.54	0.54	P				P	P	
1500210	1500190	M.P. 2.02	2.02	P			P		P	
1500240	1500180	M.P. 0.45	0.45	P			P		P	
1500242	1500240	M.P. 0.19	0.19	P			P		P	
1500270	1500000	M.P. 0.32	0.32	P				P	P	
1500280	1500000	1500290	0.93	P			P		P	
1500290	1500000	M.P. 3.25	3.25	P			P		P	
1500291	1500290	M.P. 0.52	0.52	P			P		P	
1500294	1500290	M.P. 0.51	0.51	P				P	P	
1500308	1500291	M.P.0.09	0.09	P				P	P	
1500310	MP 0.57	1500294	0.23	P				P	P	
1500312	1500291	M.P. 0.55	0.55	P			P		P	
1500340	1500290	M.P. 0.25	0.25	P			P		P	
1500371	1500000	end	0.71	P				P	P	
1500400	1500000	M.P. 0.95	0.95	P				P	P	
1500404	1500000	end	1.10	P				P	P	
1500405	1500400	M.P. 0.14	0.14	P				P	P	
1500406	1500400	1500404	0.68	P				P	P	
1520020S1	C4160	M.P.1.04	1.04	P				P	P	
1520020S2	M.P. 1.07	C4160	0.91	P			P		P	
1520022	1520020	M.P. 0.51	0.51	P				P	P	
1520024	1520020	M.P. 0.37	0.37	P				P	P	
1520026	1520020	M.P. 0.56	0.56	P				P	P	
1520028S1	1520020	M.P. 0.32	0.32	P			P		P	
1520028S2	M.P. 0.32	1520020	0.24	P				P	P	
1520036	C4160	M.P. 0.03	0.03	P				P	P	
1520060S1	C4160	M.P.1.8	1.8	P			P		P	
1520060S2	M.P. 1.8	C4160	0.82	P				P	P	
1520062	1520060	M.P.0.1	0.1	P				P	P	
1520150	1500000	M.P. 0.27	0.27	P				P	P	

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications					
	From	To		T-831	T-834	T-835	T-838	T-839	T-841
1500000	C4160	FS BDRY	7.5	P	P	P			P
1500030	C4160	1500180	5.97		P		P		P
1500080	C4160	M.P.0.1	0.1		P		P		P
1500150	C4160	MP 1.5	1.5		P			P	P
1500156	1500000	M.P.0.02	0.02		P			P	P
1500157	1500156	MP 0.20	0.20		P			P	P
1500160	1500000	1500162	0.50		P			P	P
1500162	1500160	end	0.48		P			P	P
1500172	1500000	1520020	0.62		P			P	P
1500175	1500000	1520020	0.13		P		P		P
1500180	1500180	1500030	5.57		P		P		P
1500190S1	1500180	M.P. 0.77	0.77		P		P		P
1500190S2	M.P. 0.77	1500210	1.16		P		P		P
1500194	1500190	M.P. 1.5	1.5		P		P		P
1500195	1500194	M.P. 0.46	0.46		P		P		P
1500198	1500190	1500208	0.82		P			P	P
1500200	1500198	M.P. 0.35	0.35		P			P	P
1500208	1500198	M.P. 0.54	0.54		P			P	P
1500210	1500190	M.P. 2.02	2.02		P		P		P
1500240	1500180	M.P. 0.45	0.45		P		P		P
1500242	1500240	M.P. 0.19	0.19		P		P		P
1500270	1500000	M.P. 0.32	0.32		P			P	P
1500280	1500000	1500290	0.93		P		P		P
1500290	1500000	M.P. 3.25	3.25	P	P	P	P		P
1500291	1500290	M.P. 0.52	0.52	P	P	P	P		P
1500294	1500290	M.P. 0.51	0.51		P			P	P
1500308	1500291	M.P.0.09	0.09		P			P	P
1500310	MP 0.57	1500294	0.23		P			P	P
1500312	1500291	M.P. 0.55	0.55		P		P		P
1500340	1500290	M.P. 0.25	0.25		P		P		P
1500371	1500000	end	0.71		P			P	P
1500400	1500000	M.P. 0.95	0.95		P			P	P
1500404	1500000	end	1.10		P			P	P
1500405	1500400	M.P. 0.14	0.14		P			P	P
1500406	1500400	1500404	0.68		P			P	P
1520020S1	C4160	M.P.1.04	1.04		P			P	P
1520020S2	M.P. 1.07	C4160	0.91		P		P		P
1520022	1520020	M.P. 0.51	0.51		P			P	P
1520024	1520020	M.P. 0.37	0.37		P			P	P
1520026	1520020	M.P. 0.56	0.56		P			P	P
1520028S1	1520020	M.P. 0.32	0.32		P		P		P
1520028S2	M.P. 0.32	1520020	0.24		P			P	P
1520036	C4160	M.P. 0.03	0.03		P			P	P
1520060S1	C4160	M.P.1.8	1.8		P		P		P
1520060S2	M.P. 1.8	C4160	0.82		P			P	P
1520062	1520060	M.P.0.1	0.1		P			P	P
1520150	1500000	M.P. 0.27	0.27		P			P	P

P = Contractor 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

1	2	3			4	5	6			7	8	9	
Road No. and Termini	Special Project Specification	Travel Way			Brush And Log Out	Surfacing	Dust Abatement			Seasonal Maintenance	Snow Removal	Post Haul	
		Width	X Slope	Comp			Product	Applic Rate	Width			Block	Treat
1500000 C4160 TO FS BNDRY		EX	AI		OPT		OPT		EX		TS		P
1500030 C4160 TO 1500180		EX	AI		OPT		OPT		EX		TS		P
1500080 C4160 TO M.P. 0.1		EX	AI		OPT		OPT		EX	W	TS		P
1500150 1500000 to MP 1.5	T-835-03 F Figure T-835-03-F1	EX	AI		OPT		OPT		EX	W	TS	P	P
1500156 1500000 TO M.P. 0.02		EX	AI		OPT		OPT		EX	W	TS		P
1500157 1500156 to MP 0.20	T-835-03 F Figure T-835-03-F1	EX	AI		OPT		OPT		EX	W	TS	P	P
1500160 1500000 to MP 0.5	T-835-03 F Figure T-835-03-F1	EX	AI		OPT		OPT		EX	W	TS	P	P
1500162 1500160 to MP 0.48		EX	AI		OPT		OPT		EX	W	TS		P
1500172 1500000 to MP 0.62	T-835-03 F Figure T-835-03-F1	EX	AI		OPT		OPT		EX	W	TS	P	P

Road No. and Termini	Special Project Specification	Travel Way			Brushing And Log Out	Surfacing	Dust Abatement			Seasonal Maintenance	Snow Removal	Post Haul	
		Width	% Slope	Comp			Product	Applic Rate	Width			Block	Treat
1500175 1500000 to MP 0.13		EX	AI		OPT		OPT		EX	W	TS		P
1500180 1500000 to 1500030		EX	AI		OPT		OPT		EX	W	TS		P
1500190 1500180 to 1500210		EX	AI		OPT		OPT		EX	W	TS		P
1500194 1500190 to MP 1.5		EX	AI		OPT		OPT		EX	W	TS		P
1500195 1500194 to MP 0.46		EX	AI		OPT		OPT		EX	W	TS		P
1500198 1500190 to 1500208	T-835-03 F Figure T-835-03-F1	EX	AI		OPT		OPT		EX	W	TS	P	P
1500200 1500198 to MP 0.35		EX	AI		OPT		OPT		EX	W	TS		P
1500208 1500198 to MP 0.54		EX	AI		OPT		OPT		EX	W	TS		P
1500210 1500190 to MP 2.02		EX	AI		OPT		OPT		EX	W	TS		P

Road No. and Termini	Special Project Specification	Travel Way			Brushing And Log Out	Surfacing	Dust Abatement			Seasonal Maintenance	Snow Removal	Post Haul	
		Width	X Slope	Comp			Product	Applic Rate	Width			Block	Treat
1500240 1500180 to MP 0.45		EX	AI		OPT		OPT		EX	W	TS		P
1500242 1500240 to MP 0.19		EX	AI		OPT		OPT		EX	W	TS		P
1500270 1500000 to MP 0.32	T-835-03 F Figure T-835-03-F1	EX	AI		OPT		OPT		EX	W	TS	P	P
1500280 1500000 to 1500290		EX	AI		OPT		OPT		EX	W	TS		P
1500290 1500000 to MP 3.25		EX	AI		OPT		OPT		EX	W	TS		P
1500291 1500290 to MP 0.52		EX	AI		OPT		OPT		EX	W	TS		P
1500294 1500290 to MP 0.51	T-835-03 F Figure T-835-03-F1	EX	AI		OPT		OPT		EX	W	TS	P	P
1500308 1500291 to MP 0.09	T-835-03 F Figure T-835-03-F1	EX	AI		OPT		OPT		EX	W	TS	P	P

Road No. and Termini	Special Project Specification	Travel Way			Brush And Log Out	Surfacing	Dust Abatement			Seasonal Maintenance	Snow Removal	Post Haul	
		Width	X Slope	Comp			Product	Applic Rate	Width			Block	Treat
1500310 MP 0.57 to 1500294		EX	AI		OPT		OPT		EX	W	TS		P
1500312 1500291 to MP 0.55		EX	AI		OPT		OPT		EX	W	TS		P
1500340 1500290 to MP 0.25		EX	AI		OPT		OPT		EX	W	TS		P
1500371 1500000 to MP 0.71	T-835-03 F Figure T-835-03-F1	EX	AI		OPT		OPT		EX	W	TS	P	P
1500400 1500000 to MP 0.95		EX	AI		OPT		OPT		EX	W	TS		P
1500404 1500000 to MP 1.10	T-835-03 F Figure T-835-03-F1	EX	AI		OPT		OPT		EX	W	TS	P	P
1500405 1500400 to MP 0.14		EX	AI		OPT		OPT		EX	W	TS		P

Road No. and Termini	Special Project Specification	Travel Way			Brush And Log Out	Surfacing	Dust Abatement			Seasonal Maintenance	Snow Removal	Post Haul	
		Width	X Slope	Comp			Product	Applic Rate	Width			Block	Treat
1500406 1500400 to MP 0.68		EX	AI		OPT		OPT		EX	W	TS		P
1520000 C4160 to C4181		EX	AI		OPT		OPT		EX	W	TS		P
1520020 C4160 to C4160	T-835-03 F Figure T-835-03-F1	EX	AI		OPT		OPT		EX	W	TS	P	P
1520022 1520020 to MP 0.51		EX	AI		OPT		OPT		EX	W	TS		P
1520024 1520020 to MP 0.37		EX	AI		OPT		OPT		EX	W	TS		P
1520026 1520020 to MP 0.56		EX	AI		OPT		OPT		EX	W	TS		P
1520028 1520020 to 1520020	T-835-03 F Figure T-835-03-F1	EX	AI		OPT		OPT		EX	W	TS	P	P
1520036 C4160 to MP 0.10		EX	AI		OPT		OPT		EX	W	TS		P

Road No. and Termini	Special Project Specification	Travel Way			Brush And Log Out	Surfacing	Dust Abatement			Seasonal Maintenance	Snow Removal	Post Haul	
		Width	X Slope	Comp			Product	Applic Rate	Width			Block	Treat
1520060 C4160 to C4160	T-835-03 F Figure T-835-03-F1	EX	AI		OPT		OPT		EX	W	TS	P	R
1520062 1520060 to MP 0.10		EX	AI		OPT		OPT		EX	W	TS		P
1520150 1500000 to MP 0.35	T-835-03 F Figure T-835-03-F1	EX	AI		OPT		OPT		EX	W	TS	P	P

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS (7/2001)

Column No.	Heading	Entry	Explanation
	Any	Blank	Except as otherwise described, no entry indicates Contractor is not authorized or required to perform the work item(s).
	Any	RC	This work requirement applies only when haul of sale related construction materials occurs.
2	Special Project Specification	Number	Entry indicates Special Project Specification which applies.
3	Travel Way	EX	Contractor shall maintain the traveled way to the width existing upon entry, or at the completion of Specified Road work.
		Numbers	Contractor 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	Contractor 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	Contractor may use hand or mechanical means of brushing.
		H	Only hand brushing may be used.

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS (7/2001)

Column No.	Heading	Entry	Explanation
5	Surfacing	Aggregate Grading	Contractor shall place surfacing on roads listed according to the grading indicated.
6	Dust Abatement	QPT	Product selection is Contractor's choice from those listed in Section T-812.
		Product Abbr.	Unless otherwise agreed, Contractor is restricted to product Listed corresponding to the abbreviation shown in Section T-812; (i.e., LigS = Lignon Sulfonate) Application rates are estimated amounts.
		EX	Contractor shall abate dust on the existing width
		Numbers	Contractor shall abate dust to the width indicated by entry.
7	Seasonal Maintenance	W	Waterbars and/or crossditching shall be required prior to expected seasonal precipitation.
		B	Entrance barriers shall be installed by Contractor prior to nonuse periods.
8	Snow Removal	TS	Snowplowing authorized for Contractor's Operations without recreation access being provided per Section T-803 requirements.
		JU	Snowplowing authorized, but must provide for recreation joint use per Section T-803 requirements.
		Blank	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 Contractor's Responsibility to perform.

K-F.3.2# - ROAD MAINTENANCE DEPOSIT SCHEDULE *(09/2004)*

Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Contractor's performance of road maintenance, Contractor shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Contractor's commensurate use of each road listed in the Road Maintenance Plan in K-F.3.1#.

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

The Required Deposits for Forest Service work in lieu of Contractor performance and for deferred maintenance is: $ $.27 per Ton .

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

Deposit Made To	Rate	Unit of Measure
N/A		

K-G.2.2# - PROTECTION OF IMPROVEMENTS *(05/2008)*

Unless otherwise agreed to in writing, Contractor shall move or relocate the improvements listed in the following table to locations and in a manner as specified in drawings or in specifications attached hereto. Improvements shall be returned to their original locations following Contractor's operations.

See attached table for improvements to be moved.

TABLE PURSUANT TO K-G.2.2# - PROTECTION OF IMPROVEMENTS *(05/2008)*

Type of Improvement	Move or Relocate to
Barb wire fence line in Subdivision 64	Cut fence as needed for operations. Fence will be repaired by Contractor at their expense following operations. Contractor shall leave fence in existing condition as found prior to operations.
Wooden post fences in Subdivisions 23,35	Cut fence as needed for operations. Fence will be repaired by Contractor at their expense following operations. Contractor shall leave fence in existing condition as found prior to operations.
Dispersed Campsite Subdivision 7	Dispersed Campsite will not be utilized for mechanized uses or as a landing.
Cattle guard/Gates	Gates next to Cattle Guards left open if open. Close if found closed.

Contract Name: East Wedge Stewardship

K-G.2.4# - SITE SPECIFIC SPECIAL PROTECTION MEASURES (09/2004)

Special protection measures needed to protect known areas identified on Sale Area Map or on the ground include:

Cultural Resource Protection Measures: Special Measures Areas (SMA) have been marked with Orange tracer paint and blue boundary tags. No timber felling or mechanical operations are permitted with these areas. Directionally fell designated trees away from all SMA's.
Wildlife and Botanical Protection Measures: N/A
Cave Resource Protection Measures: N/A

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)

Subdivision	Operation Conditions	Purpose
All	All Douglas-fir, Ponderosa Pine, Grand fir, and Lodgepole pine beetle infested logs cut in one season shall be removed from national forest lands prior to April of the following year.	Prevent insect infestations
2,15,18	Falling and yarding operations on 8 inches of compact snow and/or frozen ground. Or Cut-to-length/Forwarder system on uncompacted slash mat of 8 inches.	Protect soils
3,38,50,69	Falling and yarding operations on 8 inches of compact snow, or 8 inches of compact snow and/or frozen ground.	Protect soils
All	No harvest or equipment moving can occur on the following weekends: Memorial Day, July 3-5th, and Labor Day.	Recreation conflict
19 and 20	Machine fireline is to be completed within the same operating season after harvest to allow for concurrent treatment of Contractor created activity fuels.	Fuel Treatment
24, 25, 26	Machine fireline is to be completed within the same operating season after harvest to allow for concurrent treatment of Contractor created activity fuels.	Fuel Treatment
27, 28	Machine fireline is to be completed within the same operating season after harvest to allow for concurrent treatment of Contractor created activity fuels.	Fuel Treatment
69, 70, 71	Machine fireline is to be completed within the same operating season after harvest to allow for concurrent treatment of Contractor created activity fuels.	Fuel Treatment

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 $ $500.00 for each Genetic reserve tree and $ NA for each NA 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.

Contract Name: East Wedge Stewardship

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
If snags need to be felled for operational safety cut snag as high as possible, at a safe height. The cut portion of the snag is to be left on the ground.	All
All falling will be directed away from wetlands, streamcourses, Special Measure Areas's (SMA's), fence-lines, gates, survey monuments, other improvements, and state and private land.	All
Directionally fell timber in the direction to best facilitate skidding and yarding.	All
If cutting danger trees between a road and a creek, the tree is to remain on site and dropped perpendicular to the stream, if practicable.	All

FELLING EQUIPMENT	SUBDIVISIONS
Cut-To-Length (CTL) system is required.	12
The processor shall place unmerchantable tops and limbs evenly in the forwarder trail as it proceeds and must operate on that slash. The slash mat created by the processor should be at an uncompacted depth of 8 inches or more. Operations are allowed on slopes up to 40%, except for pitches up to 150 feet on steeper ground.	Subdivisions where the Contractor will use a Cut-To-Length system, or a Cut-To-Length/Forwarder system, as approved by the Forest Service.
The mechanical felling equipment is permitted to operate off designated skid trails for limited passes and will be confined to slopes that are 35% or less, except for pitches up to 150 feet on steeper ground.	Subdivisions where Contractor will use other than mechanical felling equipment, as approved by the Forest Service.

K-G.4.2# - YARDING/SKIDDING REQUIREMENTS *(05/2009)*

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 harvestor 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
Minimum skid trail spacing requirement is 100 feet, except where trails converge, or when avoiding obstacles. Skidding equipment is not allowed off designated trails. Skid trails will be located on old skid trails, wherever possible. Adequate rub trees that are Included Timber will be used to protect leave trees. They are to be left standing until other Included Timber has been skidded. Skidding operations are confined to slopes that are up to 35%, except for pitches of up to 150 feet on steeper ground. Keep leading end of log suspended during skidding.	All subdivisiions where the Contractor proposes Trackor skidding in their Technical Proposal, as accepted by the Forest Service
Forwarder required. Forwarder trails will be at least 40 feet apart and operate on at least 8 inches of uncompacted slash. Operations are allowed on slopes upto 40% or less except for pitches of 150 feet or less on steeper ground. The Forwarder is not allowed off of designated trails. Forwarder trails will be located on old skid trails, wherever possible.	12 12, and other units where the Contractor proposes Forwarder skidding in their Technical Proposal, and is accepted by the Forest Service.
Cable logging corridor locations shall be approved in advance of felling operations. Cable corridors will be no more than 12 feet wide and no closer than 120 feet at the far end. Keep the entire length of logs fully suspended above the ground 50 feet each side of the streamcourse during inhaul when yarding across streamcourses when cable yarding. When cable logging, one end suspension is required during inhaul. When cable logging, no more than 20 percent of the canopy will be removed in any given 1,000-foot reach of stream when passing through riparian buffers.	1, 18, and 370, and other units where the Contractor proposes cable logging in their Technical Proposal, and is accepted by the Forest Service.

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 35 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 April 1 to Nov 30 , 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

aboratory, (2) date of test, (3) lot number for each kind of seed, (4) name of seed, (5) percentage of 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 activites 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)*

	AREAS	SEED		FERTILIZER		MULCH	
SUBDIVISION OR UNIT NUMBER	A) SKID TRAILS B) FIRELINES C) TEMP. ROADS D) LANDINGS E) OTHER	APPLICATION		APPLICATION		APPLICATION	
		SPECIES 1/ MIXTURE	LBS/AC	TYPE 2/	LBS/AC	TYPE 3/	LBS/AC
All	A,C,D and E (other incidental bare areas identified by the Forest Service)	Sheep Fescue Streambank Wheatgrass Intermediate Wheatgrass	7 4 7	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. Seed will not be provided by the Forest Service.

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 innoculated with nitrogen fixing bacteria before planting. The label must show the expiration date of the innoculant.

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.6.2# - SITE SPECIFIC WETLANDS PROTECTION MEASURES *(09/2004)*

Measures needed to protect wetlands identified on the Sale Area Map or on the ground include:

No operations shall take place within a wetland. Trees will be directionally felled away from all wetlands.

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) *(06/2010)*

Landing Cleanup, All Subdivisions
Contractor shall pile all slash accumulated at landing that is a minimum of 4 feet in length and 2 inches in diameter. Piles shall be reasonably compact and free of soil and noncombustible material to facilitate burning. Piles shall be of a size and location which will not impair road use or result in damage to residual timber. All objects which extend more than 6 feet in any direction from the pile profile will be cut off and returned to the pile.

Slash Pullback, All Subdivisions
Contractor shall remove all logging slash created by Contractor's Operations that is outside of the unit boundary. It shall be pulled back into the unit from which it originated. This is to be accomplished concurrently with yarding operations.

Machine Fireline, Subdivisions: 19,20,24,25,26,27,28,29,50,54,69,70,71,72,98
Contractor shall construct, where identified on the Contract Area Map (CAM), approximately 8.5 miles of machine fireline. Machine constructed fireline shall be cleared of all brush and slash greater than 2 inches in diameter small end and 6 feet in length or longer. Machine fireline shall have a minimum width of 15 feet and a maximum width of 20 feet with an 18 to 36 inch wide scape exposing mineral soil.

Slash and brush shall be evenly distributed into the cutting unit and not concentrated along the cleared area of the fire line. A line scratched down to mineral soil will be constructed 5 feet from the outside edge of the cleared area. Mineral soil scrape width shall be between 18 to 36 inches with a depth not to exceed 2 to 3 inches below the mineral soil surface.

Machines used to construct machine fireline shall be an excavator type machine with a boom that can reach a minimum of 15 feet and shall be equipped with a grapple or bucket not exceeding 36 inches in width with a thumb.

K-G.8.1.5 - THIRD PARTY SCALING SERVICES *(09/2004)*

Notwithstanding the requirement for Forest Service or parties under contract to Forest Service to provide Scaling services under G.8.1, Scaling designated in A.10 shall be conducted by a third party Scaling organization approved by Forest Service. Scaling shall be done in accordance with A.9 and Contractor shall bear costs for Scaling service.

In the event third party Scaling service is suspended for causes such as strikes, termination of third party's approval to Scale National Forest logs by Forest Service, or Contractor's failure to pay third party Scaling costs, hauling operations shall be suspended until agreed alternate Scaling services are provided or service by third party is resumed.

When an approved alternate Scaling location pursuant to G.8.1.1 does not have an approved third party scaling organization as a commonly used Scaling services provider, Forest Service or parties under contract to Forest Service shall provide Scaling services at the approved alternate location. In such an event, the cost of waived third party Scaling listed in A.10 shall be charged to Integrated Resource Account.

If Forest Service and Contractor agree in writing that another party under contract to Forest Service will perform Scaling, the contract will be modified to include K-G.8.1.6 and Integrated Resource Account will be charged for such Scaling.

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 Sevice 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.

Contract Name: East Wedge Stewardship

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

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

Stewardship Projects

Mandatory Projects

Project Number 001 - Additional Marking to Meet Prescription - See attached project description and specifications.

Project Number 002 - Subsoiling - See attached project description and specifications.

Project Number 003 - Mastication Mechanical Understory Thinning - See attached project description and specifications.

Project Number 004- Site Prep Understory Thinning - See attached project description and specifications.

Project Number 005- Chainsaw Hand Understory Thinning - See attached project description and specifications.

Descriptions and specifications are found in Attachment A.

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 Naticnal 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 tending 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 ttern shall be immediately available for use. The tank, pump, nozzle and at least 250 feet, of the total 0 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-B.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.

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 3.1076 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 NONE determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Contractor or any person as defined in the Act (16 USC 620e).

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

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

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

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

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

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

(f) Prior to delivering unprocessed Included Timber to another party, Contractor shall require each buyer, 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.