

List of Special Provisions

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K-C.2# - UTILIZATION AND REMOVAL OF INCLUDED PRODUCTS (4/03) Unless otherwise agreed in writing, or as specified in K-C.2.1.1# - Optional Removal of Non-sawtimber Products, Contractor is required to pay for and remove the following products described in A.2 of the contract:

Sawtimber is the boles of trees meeting Sawtimber Product specifications as listed in A.2 of the contract.

Non-sawtimber is the boles of trees meeting Non-sawtimber Product specifications as listed in A.2 of the contract, but that do not meet the minimum piece specifications for Sawtimber Products. Non-sawtimber removal is only required in Cutting Units **ALL**. Only the volume of non-sawtimber in the cutting units listed above is included in the estimated volume shown in A.2. If the Contractor and the Forest Service agree to remove non-sawtimber from cutting units other than those listed above this non-sawtimber must be measured and paid for at the rates shown in A.4.

K-C.3.0.3# - DEAD TREES. (10/04) Notwithstanding the designations for cutting in other provisions of this contract, dead **DF, WL and PP** standing trees over **10 feet** in height and **12”** diameter at breast height, meeting Utilization Standards stated in A.2 will be left standing in **ALL Cutting Unit(s)**.

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

K-C.3.5.8# - INDIVIDUAL TREES (LEAVE TREE MARKING) (2/09). In Cutting Unit **11**, all trees (live and dead) meeting minimum merchantable tree specifications of A2 are designated for cutting except trees reserved from cutting. Trees reserved from cutting have been marked with a horizontal stripe of **Orange** paint at or above eye level, and a stump mark consisting of a horizontal stripe of **Orange** paint on the downhill side of the tree at ground level.

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

K-C.3.5.9# - INDIVIDUAL TREES (CUT TREE MARKING) (2/09). In Cutting Unit **10**, individual trees to be cut have been Marked with a horizontal stripe of **Blue** paint at or above eye level, and a stump mark consisting of a horizontal stripe of **Blue** paint on the downhill side of the tree at ground level.

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

K-C.3.8# - SPECIES DESIGNATION (2/09). Within the following cutting units shown below, listed species are designated for cutting when they meet (a) utilization standards and (b) are smaller than the stump diameter listed below and shown on the Contract Area Map:

Unit	Designated Species	Maximum Stump Diameter – (Inches)
12, 20	LP	N/A

Stump diameter will be measured at 6 inches above ground level on the uphill side of the tree. A minimum stump height of 6 inches above ground level on the uphill side shall be left in the units listed above.

In addition, any trees within the cutting unit boundary that are windthrown prior to Contractor’s logging in the immediate vicinity which meet Utilization Standards in amounts less than specified in C1.3.3 are designated for cutting.

Trees of the species listed above that are designated to be left standing are marked with a horizontal stripe of **Orange** paint at or above eye level, and a stump mark consisting of a horizontal stripe of **Orange** paint on the downhill side of the tree at ground level.

In addition to those species listed above, trees marked with a horizontal stripe of **Blue** paint at or above eye level, and a stump mark consisting of a horizontal stripe of **Blue** paint on the downhill side of the tree at ground level are also designated for cutting.

The boundaries of units are marked on three (3)sides of the cutting unit boundary trees with vertical stripes of **Orange** paint extending from diameter breast height (DBH) upwards approximately three (3) feet. The middle stripe of paint faces the cutting unit and the other two face on line with the cutting unit boundary. In addition, each boundary tree has a horizontal

stump mark painted on the downhill side of the tree at ground level. Trees used for boundary designation are not to be cut.

Upon agreement with Forest Service, dead trees designated to be left standing may be felled when necessary for safety under the State Safety Code and other dead trees designated in their place.

K-E.2.1.5 - Deposits When Payment Guaranteed. (05/10) 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.4 - PAYMENTS NOT RECEIVED (8/12). (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.

K-F.1.1.3# - USE AGREEMENT BETWEEN FOREST SERVICE AND OWNER (7/85).

Contractor is authorized to **Haul equipment and otherwise use Antler Ridge Road, Elk Ridge Road, and the property of Mike Frost to access Unit 8,** subject to the terms and conditions of a **Temporary Land Use Agreement** between Forest Service and **Mike Frost and Elk Horn Home Owners Association.** A copy of said **Temporary Land Use Agreement** is available for review in the office of the District Ranger, **Kalispell, Montana** and the Forest Supervisor **Chip Weber**.

K-F.3.1.6 - SNOW REMOVAL. (4/13) Snow removal shall be done in a manner to preserve and protect the roads, to insure safe and efficient transportation and to prevent unacceptable damage to roads, streams, and adjacent lands.

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

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

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

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

K-F.4.1# - CLOSURE TO USE BY OTHERS (3/07).

A. Closure of Roads During Period of Contract. Unless otherwise agreed in writing between Contractor and Forest Service, Contractor shall within 15 days of receipt of notice from Forest Service, install closure devices listed below and close them on roads designated "To Be Closed" on Contract Area Map and listed below to effectively block access to vehicle traffic except that constituting official use. Installation of closure devices shall follow closure details attached hereto and made a part hereof.

Official vehicle traffic shall constitute that use by Contractor and his employees when engaged in contract activities. It shall also include administrative traffic by Forest Service, and other landowners for the administration of their lands. Contractor shall close road as directed by Forest Service at the completion of daily activities or maintain closure after passage of each vehicle. Forest Service will monitor and administer closure activities.

CLOSURE DEVICES					
Road Number	Location	Furnished By	Closure Method	Closure Device Installed By	In Place
N/A					

During the life of this contract, Contractor shall install temporary barricades at locations designated "Temporary activity Barricade" on Contract Area Map and shown below. Temporary barricades shall be installed so that they may be readily opened by Contractor or Forest Service for access to Contract Area in case of fire or other emergency. Official vehicle traffic shall also include administrative traffic by Forest Service and other landowners for the administration of their lands. Contractor shall provide and post approved signs as authorized by Forest Service. Installation of Temporary Activity Barricades shall follow closure details attached hereto and made a part hereof.

During the period January 1 to December 31 when Contractor's Operations are in areas otherwise closed to motorized vehicles, Contractor shall not be permitted to hunt, transport hunters, discharge firearms or transport big game animals with vehicles within the closed areas.

TEMPORARY ACTIVITY BARRICADES

Road Number	Location	Closure Method
FS 11299	Junction of Beaver Lake Road	Powder River Gate

B. Closure of Roads at End of Contractor's Use. Unless otherwise agreed in writing between Contractor and Forest Service, upon completion of use, Contractor shall effectively close to public use the following roads designated "To Be Closed" on Contract Area Map and listed below. Existing locking closure devices shall be closed and locked as directed by Forest Service. As an element of final road maintenance and environmental or resource protection, the designated closure shall be accomplished by using the methods required for each road as described below:

Closure Location(s)				
Road Number	Location	Closure Method	Furnished By	In Place
N/A				

K-G.1.0 - PREWORK CONFERENCE. (10/04) Annually, prior to commencement of work, a prework conference will be held to discuss contract terms and work performance requirements. Also at this meeting such things as responsibility under OSHA, and procedures for how undesigned timber that may have to be added to the contract (including danger trees) shall be discussed and documented.

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

K-G.2.3 - PROTECTION OF LAND SURVEY MONUMENTS. (10/04) Forest Service shall appropriately designate on the ground all known survey monuments including but not limited to horizontal control stations (Triangulation Stations), vertical control stations (Bench Marks), property corner monuments, and all Public Land Survey System monuments. This shall include reference monuments, corner accessories such as bearing trees, line trees and line posts. Identifying signs shall be posted by Forest Service on two sides of each known bearing tree and each line post shall be posted with a metal sign or decal. Line trees may be cut if designated under C.3.

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

Contractor shall protect all known survey monuments, witness corners, reference monuments, bearing trees and line markers against avoidable destruction, obliteration or damage during Contractor's Operations. Additional monuments or objects discovered on the area shall be promptly reported to the other party and shall also be protected. If any known monuments,

corners, corner accessories, and survey or property line markers are destroyed, obliterated or damaged during Contractor's Operations, Contractor shall employ a registered professional land surveyor to reestablish or restore at the same location the monuments, corners, corner accessories or line markers. Such surveyors shall use procedures and monumentation that accords with the Bureau of Land Management Manual of Instructions for the Survey of the Public Lands of the United States for General Land Office surveys and any applicable State statutes concerned with land surveys. Contractor's agent shall record such surveys in accordance with state survey statutes.

K-G.2.4# – SITE SPECIFIC SPECIAL PROTECTION MEASURES. (9/04) Special protection measures needed to protect known areas identified on Contract Area Map or on the ground include:

Cultural Resource Protection Measures:
No known cultural resources.

Wildlife and Botanical Protection Measures:
Purchaser and subcontractors shall comply with the terms and conditions of the Flathead National Forest Food/Wildlife Attractant Storage Special Order.

Cave Resource Protection Measures:
No known cave resources.

K-G.3.3 –SAFETY ATTACHMENT-LOGGING AND MAINTENANCE OPERATIONS SIGNING STANDARDS (10/01).

LOGGING AND MAINTENANCE OPERATIONS SIGNING STANDARDS

All signs must be manufactured & installed as specified in the FHWA "Manual on Uniform Traffic Control Devices" (MUTCD) & FS publication "Standards for Forest Service Signs & Posters"(EM 7100-15).

SIGN STANDARDS

SHAPE & COLOR: Generally, signs for logging and maintenance operations are either diamond-shaped or rectangular. All signs are ***reflective orange background with black legend and border*** unless shown otherwise. Handpainted, homemade signs are not legal. Fluorescent paint is not reflectorized.

SUBSTRATE: Sign substrate material may be High Density Overlay (HDO) Plywood, Aluminum, Fiberglass Reinforced Plastic, Corrugated Plastic or Roll-up Fabrics.

SIGN SIZE: Sign size is a factor of speed and MUTCD & FS standards. Where conditions of speed, volume, or special hazard require greater visibility or emphasis, larger signs should be used. Minimum sizes for the most common signs can be found in Figure 4. Refer to the EM-7100-15 for additional sign sizes.

LEGEND: All lettering shall be Series "C" alphabet, conforming to Standard Alphabets for Highway Signs. Letter size is also a function of speed - use letter size and word messages as specified in MUTCD and EM-7100-15.

SIGN PLACEMENT

Signs are to be installed in locations as agreed to in the traffic control plan. All signs are to be removed, covered, or folded when operations are not in progress or the sign message is not applicable. Signs should generally be located on the right-hand side of the roadway. When special emphasis is needed, signs may be placed on both the left and right sides of the road. Sign message shall be clearly visible to road users, mounted on posts or portable sign stands.

LATERAL CLEARANCE

From the edge of the road - 2 foot minimum, where slope limits to less than 6 feet. 6-12 foot preferred.

HEIGHT

Minimum of 7 feet, measured from the bottom of the sign to the near edge of the travelway. The height to the bottom of a supplemental sign mounted below the primary sign will be 6 feet.

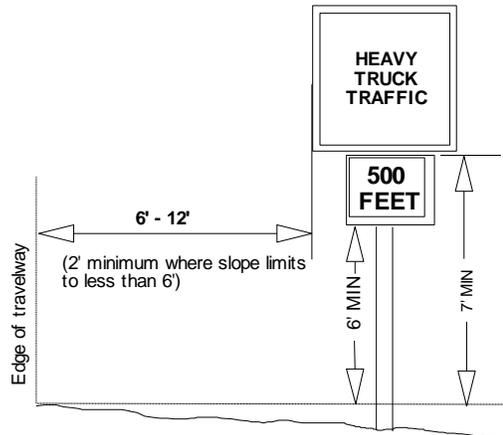


Figure 1: Sign Placement Dimensions

PLACEMENT DISTANCE

Signs must be located 100-500 feet prior to the activity, (both ends if a through road) and maintained at that distance. This distance is based on speed. Refer to Figure 2, Table II-1, MUTCD, a portion of which is reproduced here, to determine correct placement distance.

Posted or 85 percentile speed MPH	Deceleration to listed advisory speed MPH					
	10	20	30	40	50	
20		NA				
25		100				
30		150	100			
35		200	175			
40		275	250	175		
45		350	300	250		
50		425	400	325	225	
55		500	475	400	300	
60		575	550	500	400	300
65		650	625	575	500	375

Figure 2: A Portion of MUTCD TABLE II-1

SIGN SUPPORTS

POSTS: Signs are to be mounted on separate posts. Supplemental signs such as Speed Advisory plates are to be mounted on the same post as the primary sign. **Do not mount signs on trees or other signs.** Posts may be wood, metal, carsonite or similar material. Where sign supports cannot be sufficiently offset from the road edge, supports will meet breakaway standards. Single wood posts with less than 24 square inches do not require breakaway design.

TEMPORARY/PORTABLE SUPPORTS: Portable supports may be used for short-term, short-duration, and mobile conditions. MUTCD defines this time period as one work shift, 12 hours or less. All portable supports must meet MUTCD standards, including breakaway. These must be a minimum of 1 foot above the road surface or more if visibility requires it.

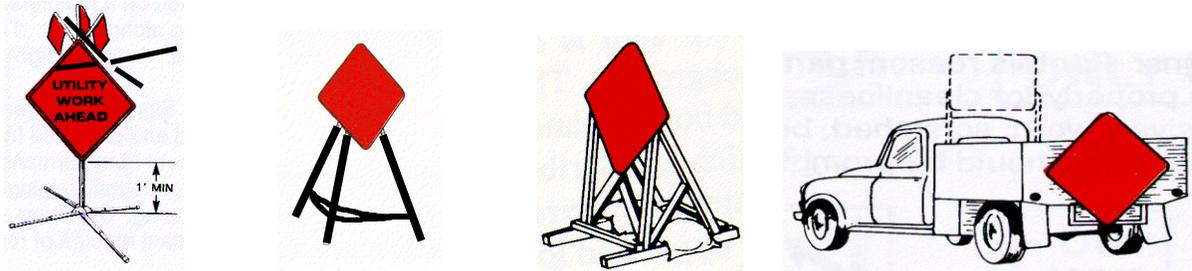
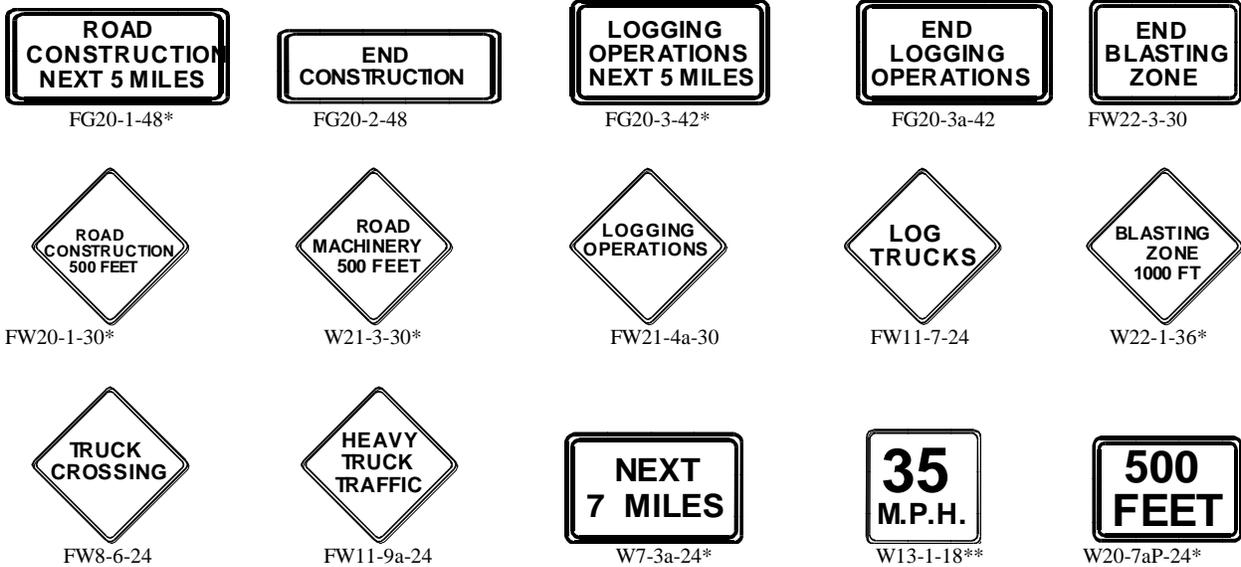


Figure 3: Examples of Temporary/Portable Supports

SIGNS

The following signs meet the intent of Timber Sale Contract Provision CT6.33, SAFETY.

This is not a complete listing of signs that may be needed.



* Specify Distance

** Specify Speed



Barricade Markers (See MUTCD for length and stripe size)
Figure 4: Commonly used Construction & Maintenance Signs

K-G.3.3.2 - SAFETY (TIMBER HAULING). (10/04) Contractor shall secure all products transported by truck with at least two chain or cable wrappers over the load, such wrappers being securely fastened to effectively contain every bolt or log in at least two places.

K-G.3.3.9 - ACCIDENT AND INJURY NOTIFICATION (4/05) Contractor shall notify Forest Service of any lost time personal injury accident or any accident or vandalism resulting in personal property damage over \$400 in value that occurs as a result of or is associated with Contractor's Operations.

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

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

The method of notification shall be agreed to in writing at the prework conference required by provision K-G.1.0.

K-G.3.5.1# - WASHING EQUIPMENT. (7/07) In order to prevent the spread of noxious weeds into the Contract Area, Contractor shall be required to clean all off-road logging and construction equipment prior to entry on to the Contract Area. This cleaning shall remove all soil, plant parts, seeds, vegetative matter, or other debris that could contain or hold seeds. Only logging and construction equipment so cleaned and inspected by the Forest Service will be allowed to operate within the Contract Area. All subsequent move-ins of equipment to the Contract Area shall be treated in the same manner as the initial move in. "Off-road equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

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

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

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

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

K-G.4# - CONDUCT OF LOGGING. (10/82) Unless otherwise agreed in writing, silvicultural prescriptions and land management objectives shall be conducted and accomplished by the following requirements, methods and procedures:

Cutting Unit	Conduct of Logging
Units 10,11,12,20	<p>Trees shall be felled, insofar as safety permits, to angle in the direction of skidding.</p> <p>Trees designated for cutting and/or logs will be left as rub trees along tractor skid roads/skyline corridors as needed to protect leave trees.</p> <p>Skidding shall only occur during dry soil conditions as determined by the Forest Service.</p> <p>or</p> <p>Skidding is allowed only over <u>10</u> inches of settled snow or frozen ground</p>
Units 10,11,12,20	<p>Tractor skid roads will be located, approved in advance of falling.</p> <p>Logs shall be tractor skidded with the leading end free of the ground</p> <p>Tractor skid roads shall be no less than 75 feet apart, except where converging.</p> <p>Bucking of windfalls and down material across skid road location is required in advance of construction</p>

K-G.4.0.9# - SCARIFICATION (1/86). Unless agreed otherwise in writing by Forest Service, Contractor shall machine scarify in Cutting Units **12, 20** in accordance with specifications listed below:

Scarification shall consist of 400 spots per acre uniformly distributed over the unit. A spot shall consist of a minimum 3-foot by 3-foot area of bare mineral topsoil, which is free of any vegetation, duff, slash, or litter. This material shall be removed in such a manner as to prevent/limit soil removal, displacement, or mixing. If the required amount of scarification cannot be accomplished due to the amount of slash or debris, then the piling of the slash or debris shall be required. The area surrounding leave trees, for a distance of 10 feet from the tree stem, is excluded from the workable ground surface for scarification. Scarification activities shall occur only when soil moisture content is 25 percent or less.

K-G.4.1# - SPECIAL FELLING REQUIREMENTS. (10/04) Unless otherwise agreed in writing, the following special requirements shall be met in felling timber designated for cutting:

Cutting Unit	Item or Area to be protected	Protection Measure
10,12,20	Adjacent Private Property	Directional Felling

K-G.6 - EROSION PREVENTION AND CONTROL. (10/04)

Unless otherwise agreed in writing, Contractor shall complete erosion prevention and control work required in section G.6, including Streamcourse protection, within 15 calendar days after completion of skidding and/or yarding operations for each landing.

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

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

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

K-G.6.0.1# - EROSION CONTROL SEEDING. (3/07) Following completion of skidding and yarding operations in an area, Contractor shall seed and fertilize all exposed areas of raw soil on skid trails, landings, firebreaks, slides, slumps, Temporary Roads and traveled ways of National Forest system roads scheduled for stabilization by Purchaser after operations. Special Provision K-F.4.1.9# - SYSTEM ROAD STABILIZATION contains a list of the roads requiring seeding and fertilizing.

Soil on areas to be seeded shall be left in a roughened condition favorable to the retention and germination of the seed or as specified in Special Provision K-G.6.3.3# - TEMPORARY ROAD, SKID TRAIL/SKID ROAD AND LANDING SCARIFICATION.

Seed and fertilizer shall be spread evenly at the rate of **24 pounds** of seed and **N/A pounds** of fertilizer per acre. When fertilizer and seed are applied in separate operations, the second operation shall be carried out within 72 hours of the first.

Application shall be during the period **N/A** to **N/A** and under the above specified conditions unless otherwise approved.

The kinds and amounts of seed to be sown in terms of pure live seed (PLS) shall be:

Species of Seed	PLS Pounds per Acre
Slender wheatgrass (<i>Elymus trachycaulus</i>)	6
Mountain brome (<i>Bromus marginatus</i>)	9
Bluebunch wheatgrass (<i>Pseudoroegneria spicata</i>)	4
Blue wildrye (<i>Elymus glaucus</i>)	5

Contractor shall provide to the Forest Service:

1. Blue tags, or copies of blue tags from each seed lot used in the specified mix. Only certified, blue-tagged seed shall be used. The blue tag represents a field certification and serves as evidence of the genetic purity and varietal identity of the seed contained in the seed lot .
2. Labels which indicate the percentage composition of the various species in the seed mix.
3. Copies of Seed Analysis Reports from a certified seed analyst for each seed lot used in the specified mix. Contractor will obtain this report from the seed provider. Seed Analysis Reports must include at a minimum, content of any noxious weed seeds listed on the current “State of Montana Noxious Weeds List”. Only after the Forest Service has verified that this report indicates the seed does not contain any weeds on the current “State of Montana Noxious Weeds List”, will the seed be accepted and used.

The following kinds and amounts of standard commercial fertilizer shall be used with guaranteed analysis of contents clearly marked on containers:

Type of Fertilizer	Pounds Per Acre
N/A	N/A

K-G.6.6.1 - CURRENT OPERATING AREAS. (10/04) Unless waived in writing by Forest Service, Contractor shall remove accumulations of slash and logging debris in operating areas from system roads prior to the end of Normal Operating Season. Slash and logging debris in excess of three (3) feet in length and three (3) inches in diameter shall not remain on backslope, in ditches, or on traveled way, shoulders or turnouts. Debris shall be scattered downslope from the roadbed, avoiding any concentrations. When weather permits operation after Normal Operating Season, Contractor shall keep such work on any additional disturbed areas as current as practicable.

K-G.7 - HAZARD REDUCTION AND SITE PREPARATION. (3/89) Contractor's timing of product removal, hazard reduction and site preparation shall not unnecessarily delay Forest Service slash disposal, site preparation or reforestation. Contractor shall perform hazard reduction and site preparation work in accordance with the Hazard Reduction and Site Preparation Plan and Map which are attached hereto and made a part hereof. Such work is in addition to Required Deposits for slash disposal.

Slash work will be completed by the end of the Normal Operating Season after logging/stewardship activities have been completed. Slash work may begin once forest service representative determines that soils are dry enough to commence work. See K-G.9 Stewardship Projects, for additional fuels reduction and site preparation requirements.

HAZARD REDUCTION AND SITE PREPARATION PLAN

(1) Landing Slash Disposal

Units 10,11,12,20

A landing is considered a place where any logs or products are gathered for loading or processing. All slash accumulated at landings shall be piled or removed from National Forest lands.

Piles shall be reasonably compact and free of soil to facilitate burning. Piles will not be less than 6 feet in height. Piles shall be of a size and location, which will not impair road use or result in damage to residual timber. Piles shall be located at least 50 feet from any residual timber and the outside perimeter of the unit adjacent to private landholdings. Piles shall not be more than 50 feet long. All objects, which extend more than 10 feet in

any direction from the windrow or pile profile, will be cut off and returned to the windrow or pile.

(2) Slash Throwback

Units 10,11,12,20

Purchaser shall move all logging slash created by Purchaser's Operations that is outside of the unit boundary to locations within the boundaries of such units.

(3) Fell Damaged Residual, Units

Units 10,11,12,20

Purchaser shall fell all species over 2 feet in height not meeting minimum diameter specifications for Included Timber that are damaged beyond recovery by the Purchaser's Operations. Such trees shall be limbed to a stem diameter of approximately 4 inches, at which point the top shall be cut from the remainder of the stem. These stems shall be bucked into lengths shorter than 4 feet.

(4) Excavator Slash Piling

Unit 12,20

The crawler-type excavator shall be equipped with a grapple or a bucket with a thumb, or a combination of both. The machine must be capable of reaching 20 feet either side of the machine and be able to pile slash at least 15 feet in height. The grapple or bucket must be capable of grasping slash 2 inches to 30 inches in diameter. The excavator must be capable of operating on 45 percent side slopes.

Purchaser shall machine pile all slash meeting the following specifications in cutting units or portions of cutting units as shown on the Hazard Reduction and Site Preparation Map. Purchaser shall pile all slash larger than 2 inches in diameter on the large end and 4 feet or longer in length, that is not needed to meet the down woody requirement stated below. The piles shall be compact, free of soil and of sufficient size to facilitate burning. Piles will be a minimum height of 6 feet and shall be placed no closer than 50 feet from the outside perimeter of the unit, system roads, wet areas, Special Treatment Areas, or other areas designated on the ground by the Forest Service. Where possible no pile shall be closer than 30 feet from any standing reserve tree, in areas where reserve tree densities are too great to achieve the 30 foot spacing requirement the piles shall be located on skid trails or openings as designated on the ground by the Forest Service. All material extending more than 10 feet beyond the outside perimeter of the pile shall be severed and returned to the pile. Piling activities shall occur only when soil moisture content is 25 percent or less.

Down woody material requirement:

Units 20

The objective for the Purchaser is to leave the largest diameter and longest length material in place, where available and not otherwise designated for removal.

The Purchaser will pile all materials, including all slashed materials, that are in excess of the following:

- **32 pieces per acre of down woody material 9 inches to 20 inches in diameter on the large end and at least 20 feet long, and**
- **15 pieces per acre of down woody material greater than 20 inches in diameter on the large end and at least 20 feet long.**

If the down woody material stated above is unavailable, then the requirements for individual pieces can be met by:

- **Down woody material greater than 6 inches in diameter, and**
- **Multiple pieces at least 6 feet long that total 20 linear feet.**

K-G.7.1 - CHANGE IN SLASH TREATMENTS. (3/90) Slash treatment measures required in accordance with the Hazard Reduction and Site Preparation Plan and Map may be changed upon written agreement. The Forest Service shall determine the current cost of performing the work to be deleted and the work to be added. When the cost of work deleted exceeds the cost of work added, the agreement shall provide for a lump sum payment to the Forest Service for the amount of the difference.

K-G.7.1.1 - BURNING BY CONTRACTOR. (10/79) Contractor shall obtain a written permit from Forest Service before burning any camp refuse, brush, slash or construction debris at any time throughout the year. The terms of the permit will set forth:

- A. Area or location where burning is permitted.
- B. Material to be burned.
- C. Safeguards, including help and equipment to control the fire.
 - 1) Special precautions to be taken before burning.
 - 2) Control action needed until the fire is out.

K-G.8.0.1 - SCALING (PULP LOGS). (10/04) A pulp log, as shown and specified in A.2, shall be any log or portion of a tree, except western redcedar, dead or alive, not meeting sawlog specifications shown in A.2 and containing at least 50 percent pulpable wood in terms of gross cubic volume. Normal sawlog scaling defects such as stain, shake, checks, crook, sweep, burls, knot clusters, pitch, worm holes, and firm rot are considered pulpable. Fire char is not considered pulpable. Defective logs that will break up under normal debarking operations are not considered pulpable.

Final piece, log, or load volume shall be in terms of gross cubic feet.

When pulp logs are manufactured and marketed in shorter minimum piece lengths than shown in A.2, this shorter pulp log shall be considered as meeting Utilization Standards.

K-G.8.2.2 - PRESENTATION FOR WEIGHT SCALING. (4/13) To facilitate the requirement of G.8.2 that loads be presented so that they may be scaled in an economical and safe manner, and to aid in the accountability requirements of K-G.8.4.0 or K-G.8.4.8, Contractor, unless otherwise agreed in writing, shall:

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

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

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

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

before proceeding from the weigh station. Purchaser is required to notify the Forest Service before off-loading of logs occurs. Off-loaded logs will be delivered immediately to the designated weight scales.

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

K-G.8.2.3 - VOLUME DETERMINATION. (4/13) Volume determination shall be based on Weight Measurement unless otherwise agreed. Products shall be weighed on certified scales at locations approved by Forest Service. The weight slip, showing sale name, Load Removal Permit number, date and time weighed, and the gross and tare weights, shall be attached to the Scaler Permit and placed in the location(s) designated by the Forest Service.

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

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

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

K-G.8.4.8 - WEIGHT ACCOUNTABILITY FOR SPLIT PRICING (3/12).

Products sold on a basis other than single price for all products shall be accounted for as follows:

- A. Requirements Applicable to Contractor's Accountability Obligations:
 - a. Where Contractor's product accountability responsibilities are concerned, all operations performed by Contractor's employees, agents, contractors, subcontractors, their employees or agents, Contractor's obligations shall be the same as if performance is by Contractor.
 - b. Contractor shall sort and deck separately the sawtimber and non-sawtimber products at the landing. The non-sawtimber products shall remain on the landing until released for hauling and weighing by the Sale Administrator.

B. Requirements Applicable to Product Removal Book:

1. Forest Service:

- a. Forest Service will issue to Contractor or designated representative(s) serially numbered Product Removal Permit Books for sawtimber products for use only on this sale. Product Removal Permit Books whether used or unused are accountable property of Forest Service and shall be returned to issuing Ranger District in accordance with instructions contained on the inside cover of each book.
- b. The Product Removal Permits for non-sawtimber products will be issued by the sale administrator as needed to haul these products and are accountable property of the Forest Service. The non-sawtimber products will not be hauled until inspected and released by the sale administrator.

2. Contractor shall require:

- a. All permits be filled out in ink by an individual named in writing other than the truck driver and be attached to load before products are hauled from immediate vicinity of or adjacent to location where loading is done showing date loaded, brand, sale name, and destination where products will be weighed. Permits shall be attached in accordance with instructions on inside cover of Product Removal Permit Book.
- b. Before Sawtimber products are hauled, truck driver will sign legal signature in ink on Woods Permit.
- c. Contractor's Representative or other designated representative will sign legal signature in ink on Woods Permit for non Sawtimber products at time the permits are issued by the sale administrator.
- d. Contractor shall assure that all used Scaler Permits are deposited in accordance with procedures established by the Forest Service.

C. Requirements Applicable to Weight Slips:

1. Contractor shall assure that:

- a. All products removed are presented for weighing at agreed to locations and that gross and tare weights are obtained on certified scales.
- b. That weight slips are attached to proper Scaler Permit and deposited in accordance with procedures established by the Forest Service.

K-G.8.4.9 - ROUTE OF HAUL. (4/13) As part of the annual Operating Schedule, Contractor shall furnish Forest Service both a map and a written general plan for hauling Included Timber from Contract Area. The plan shall set forth:

- A. Designated haul route(s).
- B. Designated weight scales.

Such route of haul shall normally be the shortest, most economical haul route available between the points. Forest Service written approval of the haul route(s) and weight scales is required prior to commencement of Contractor's hauling operations. The designated weight scales must meet the requirements contained in Standard Provision G.8.1.4 at each weighing facility the Contractor wishes to use.

Upon advance written request, other haul routes may be approved. All products removed from Contract Area shall be transported over the approved designated routes of haul. Contractor shall notify Forest Service when a load of products, after leaving Contract Area, will be delayed for more than 12 hours in reaching weighing location. Such notification shall be made as soon as the Contractor is aware of the delay and include the Load Removal Permit number, weighing destination and rationale for the delay.

Contractor shall require truck drivers to stop, if requested by Forest Service, for accountability checks when products are in transit from Contract Area to the designated weighing location. Purchaser and Forest Service shall agree to locations for accountability checks in advance of haul. Such locations shall be established only in areas where it is safe to stop trucks. Forest Service shall notify Contractor of the methods to be used to alert truck drivers of an impending stop.

K-G.9# – STEWARDSHIP PROJECTS. (9/04) Performance of stewardship projects shall be in accordance with the following specifications.

Project Number 001 – Mechanized Fuels Reduction and Slash Treatment

UOM: Acres Estimated Quantity: 16 acres

The cutting units shown on the table below and on the Contract Area Map shall have fuel loading reduced and slash treated.

Contractor shall:

1. Include a schedule for fuels reduction and slash treatment as part of the annual Operating Schedule.

2. This project only addresses material not included in A2 as Sawtimber and Non-sawtimber products. Activity slash, pre-existing down woody material and damaged residual slashed (K-G.7) will be treated as specified in this project. Treatment shall consist of:

- a) Activity slash generated by logging operations shall be treated either through removal from National Forest System lands, excavator piling, chipping or some other form of disposal.
- b) Downed woody debris amounts in excess of that described in Project Technical Specifications, shall be treated either through removal from National Forest System lands, excavator piling, chipping, or some other form of disposal.

3. Follow guidelines outlined in the technical specifications for the unit listed in the table below.

Table 1 - Unit Acres

Unit	Acres
10	16
Total Unit Acres: 16	

FUELS REDUCTIONS AND SLASH TREATMENT - TECHNICAL SPECIFICATIONS

- I. Activity slash, in excess of 2 tons per acre, generated by logging operations, shall be treated either through removal from National Forest System lands, excavator piling, chipping, or some other form of disposal. No slash shall remain outside cutting unit boundaries.
 - a. The preferred methods of treatment are removal from the Contract Area, excavator piling, and chipping in that order.
 - b. Mechanized fuel reduction will require excavators and/or low ground pressure chipping machinery. Mechanized equipment shall only be used during dry soil conditions.
 - c. If chipping/masticating is conducted, woody material may not exceed a loose depth of 1 foot.
 - d. If piling is used for treatment either within the cutting units or at the landing sites, only excavator/grapple piling is acceptable. No dozer piling is allowed. Piles shall be of minimal size and located away from leave

trees. Piles within cutting units shall be located at least 50 feet from cutting unit boundaries. Leave trees shall not be cut when piling. The intent is to maintain the desired leave tree spacing and for piles not to damage the residual stand when they are burned.

e. No slash shall remain outside cutting unit boundaries.

- II. Hardwood trees and shrubs are not designated for removal. There are no restrictions on the amount of **undamaged** hardwoods or shrubs that may remain in the cutting unit after treatment. Hardwood trees over 2 feet in height that are **damaged** beyond recovery, i.e. the tree will die as a result of the damage, will be removed or otherwise disposed of by the Contractor, in accordance with K-G.7.
- III. Advanced Regeneration must be protected from unnecessary damage incurred during fuel reduction activities.
- IV. Downed woody material remaining in the cutting units after treatment will consist of the following:

Where ever present, leave at least 32 downed logs 9-20” in diameter and 20’ long, and at least 15 down logs per acre greater than 20” in diameter and 6’ long distributed across the units. If there are too few large enough logs, substitute logs 6-9” in diameter to reach this number of pieces. Only down woody material that existed prior to treatment may be left, i.e. all slash generated by logging and fuels reduction activities during the Contactor's operations must be treated either by removal, chipping, excavator piling or some other form of disposal. In areas that currently do not have the above specified number of pieces, all existing down woody material will be left and no additional material will be added. Decaying or partially decomposed downed woody material that existed prior to fuel treatment activities may be left in place and included in the final desired amount of downed woody material. Downed woody material will be as evenly distributed across the unit as possible. Depth of woody material shall not exceed 1 foot on average over each acre.

Project Number 002 – Mechanized Fuels Reduction and Slash Treatment

UOM: Acres

Estimated Quantity: 14 acres

The cutting units shown on the table below and on the Contract Area Map shall have fuel loading reduced and slash treated.

Contractor shall:

1. Include a schedule for fuels reduction and slash treatment as part of the annual Operating Schedule.
2. This project only addresses material not included in A2 as Sawtimber and Non-sawtimber products. Activity slash, pre-existing down woody material and damaged residual slashed (K-G.7) will be treated as specified in this project. Treatment shall consist of:
 - a) Activity slash generated by logging operations shall be treated either through removal from National Forest System lands, excavator piling, chipping, or some other form of disposal.
 - b) Downed woody debris amounts in excess of that described in Project Technical Specifications, shall be treated either through removal from National Forest System lands, excavator piling, chipping, or some other form of disposal.
3. Follow guidelines outlined in the technical specifications for the unit listed in the table below.

Table 1 - Unit Acres

Unit	Acres
11	14
Total Unit Acres: 14	

FUELS REDUCTIONS AND SLASH TREATMENT - TECHNICAL SPECIFICATIONS

- I. Activity slash, in excess of 2 tons per acre, generated by logging operations shall be treated either through removal from National Forest System lands, excavator piling, chipping, or some other form of disposal. No slash shall remain outside cutting unit boundaries.
 - a. The preferred methods of treatment are removal from the Contract Area, excavator piling, and chipping in that order.
 - b. Mechanized fuel reduction will require excavators and/or low ground pressure chipping machinery. Mechanized equipment shall only be used during dry soil conditions.
 - c. If chipping/masticating is conducted, woody material may not exceed a loose depth of 1 foot.

- d. If piling is used for treatment either within the cutting units or at the landing sites, only excavator/grapple piling is acceptable. No dozer piling is allowed. Piles shall be of minimal size and located away from leave trees. Piles within cutting units shall be located at least 50 feet from cutting unit boundaries. Leave trees shall not be cut when piling. The intent is to maintain the desired leave tree spacing and for piles not to damage the residual stand when they are burned.
 - e. No slash shall remain outside cutting unit boundaries.
- II. Hardwood trees and shrubs are not designated for removal. There are no restrictions on the amount of **undamaged** hardwoods or shrubs that may remain in the cutting unit after treatment. Hardwood trees over 2 feet in height that are **damaged** beyond recovery, i.e. the tree will die as a result of the damage, will be removed or otherwise disposed of by the Contractor, in accordance with K-G.7.
- III. Advanced Regeneration must be protected from unnecessary damage incurred during fuel reduction activities.
- IV. Downed woody material remaining in the cutting units after treatment will consist of the following:

Where ever present, leave at least 32 downed logs 9-20" in diameter and 20' long, and at least 15 down logs per acre greater than 20" in diameter and 6' long distributed across the units. If there are too few large enough logs, substitute logs 6-9" in diameter to reach this number of pieces. Only down woody material that existed prior to treatment may be left, i.e. all slash generated by logging and fuels reduction activities during the Contactor's operations must be treated either by removal, chipping, excavator piling or some other form of disposal. In areas that currently do not have the above specified number of pieces, all existing down woody material will be left and no additional material will be added. Decaying or partially decomposed downed woody material that existed prior to fuel treatment activities may be left in place and included in the final desired amount of downed woody material. Downed woody material will be as evenly distributed across the unit as possible. Depth of woody material shall not exceed 1 foot on average over each acre.

Project 003 - Mastication/Chipping

UOM: Acres

Estimated Quantity: 14

The treatment unit shown on the table below and on the Contract Area Map shall have fuel loading reduced. The boundary of the unit is marked on three (3) sides of the cutting unit boundary trees with vertical stripes of **Orange** paint extending from diameter breast height (DBH) upwards approximately three (3) feet. The middle stripe of paint faces the cutting unit and the other two face on line with the cutting unit boundary. In addition, each boundary tree has a horizontal stump mark painted on the downhill side of the tree at ground level. Trees used for boundary designation are not to be cut.

Contractor shall:

1. Include a schedule for fuels reduction and slash treatment as part of the annual Operating Schedule.
2. This project only addresses pre-existing downed woody material. Treatment shall consist of:
 - a) Mastication/Chipping of pre-existing downed woody material.
3. Follow guidelines outlined in the technical specifications for the unit listed in the table below.

Table 1 - Unit Acres

Unit	Acres
8	14
Total	14

FUELS REDUCTIONS - TECHNICAL SPECIFICATIONS

- I. Masticate/chip all down woody debris greater than 3” in diameter and less than 15” in diameter. Pieces less than 3” in diameter must be placed on the ground to speed decomposition. Root wads are not be required to be masticated/chipped.
 - a. Masticated/chipped material shall not exceed 1’ in length or a loose depth of 1’, on average.
 - b. Downed woody debris shall be bucked as close to the root wad as possible prior to mastication/chipping.

- c. Mechanized equipment shall only be used during dry soil conditions, as determined by the Forest Service.

- II. Downed woody material remaining in the treatment unit after treatment will consist of the following:

Leave all downed wood that is 15" Diameter and greater, leaving pieces as long as possible.

- III. Advanced regeneration and saplings must be protected from unnecessary damage incurred during fuel reduction activities. Saplings/trees over 2 feet in height that are **damaged** beyond recovery, i.e. the tree will die as a result of the damage, will be slashed and masticated/chipped.

K-H.2 - NORMAL PRECAUTIONS. (2/02) Specific fire precautionary measures are set forth below. Upon request of Forest Service, Contractor shall permit and provide an individual to assist in periodic testing and inspection of required fire equipment. Contractor shall promptly remedy deficiencies found through such inspecting and testing.

The following requirements shall apply during the period stated in A.12 and during other such periods as specified by Forest Service.

A. Fire Extinguishers and Tools Required with Equipment. Each unit of powered equipment used in connection with this contract shall be equipped with serviceable tools and fire extinguishers acceptable to Forest Service as follows:

1. STATIONARY EQUIPMENT. Examples include yarders, log loaders, Hahn Harvester, stroke delimiters, roadside/landing based processors, whole tree chippers, rock crusher, asphalt plant, or other equipment working at fixed locations such as a landing or rock crushing site.

One - Fire extinguisher, dry chemical type of not less than 2.5-pound capacity with 4 B.C. or higher rating.

One - 5-gallon standard galvanized metal, fiber glass or rubberized backpack water container, with hand pump attached, to be filled at all times.

Weatherproofed tool box marked "FIRE ONLY," equipped with a hasp, kept sealed, and containing:

One - Axe, double bit, 3.5#

Two - Shovels (round point #0 lady or equal)

Two - Pulaskis

The tool box shall be mounted on equipment, if feasible, unless another location is agreed to in writing. The tool box shall be within 100 feet of the designated machine at all times when operating. Only one (1) tool box is required at each active fixed location site.

2. MOBILE EQUIPMENT. Examples include crawler tractors, rubber-tire skidders, soft-track skidders, forwarders, feller-bunchers, feller-processors, excavators, front-end loaders, back-hoes, scrapers, and motor graders.

One - Fire extinguisher, dry chemical type of not less than 2.5-pound capacity with a 4 B.C. or higher rating.

One - Shovel (round point #0 lady or equal). For equipping mobile equipment, an acceptable substitute is a "D-handle" round point shovel with a minimum 27-inch handle and a minimum 8- by 11-inch blade.

One - Axe, double bit, 3.5#, or one pulaski.

3. SUPPORT EQUIPMENT. Examples include trucks, low-boys, busses, pickups, panels, automobiles, service trucks, or similar equipment used in transporting logs, people, equipment, and/or materials.

One - Fire extinguisher, dry chemical type of not less than 2.5-pound capacity with 4 B.C. or higher rating

One - Shovel (round point #0 lady or equal)

One - Axe, 2# or over, 26-inch minimum length, or one pulaski

One - Bucket or similar water container (at least 1-gallon capacity)

4. POWER SAWS

One - Shovel (round point #0 lady or equal). Shovel shall be with gas containers and/or no more than 100 feet distance from where sawyer is working.

One - Fire extinguisher, containing not less than eight (8) ounces of extinguisher fluid or a dry chemical powder type of not less than one (1) pound capacity. The extinguisher shall be carried by the operator at all times.

Any fueling or refueling of a power saw shall only be done in an area which is free of or which has first been cleared of all material capable of carrying fire; such power saw shall be moved at least 10 feet from place of fueling before starting.

B. Fire Tools on Contract Area. Contractor shall furnish and maintain in serviceable condition, in quantities and at locations to be designated by Forest Service, tool boxes, fire tools and other fire equipment to be used only for suppressing forest fires. Each tool box shall be weatherproofed and marked "TOOLS FOR FIRE ONLY" and kept sealed. These requirements are in addition to fire tool requirements for mobile, stationary, support or power saw equipment.

1. Special tool caches shall not be required when less than 20 people are employed on Contract Area, excluding logging truck drivers.

2. Operations employing more than 20 individuals on Contract Area, excluding truck drivers, shall furnish a tool cache with a minimum of one serviceable tool per person in the following configuration:

Axe, double bit, 3.5#, 10%

Shovels (round point #0 lady or equal), 45%

Pulaskis, 45%

C. Spark Arresters. Each internal combustion engine shall be provided with a spark arrester or spark arresting device approved by Forest Service. Exceptions where Forest Service may approve mufflers or other equipment in lieu of spark arresters qualified and rated under Forest Service standard 5100-1a are: (a) small multi-position engines, such as chain saws, shall meet Society of Automotive Engineers J335b standards, (b) passenger-carrying vehicles and light trucks may have baffle-type muffler with tail pipe, (c) heavy-duty trucks may have a vertical stack exhaust system with muffler, provided the exhaust stack extends above the cab of the vehicle, (d) an exhaust driven turbocharger is considered to be a satisfactory spark arrester. Internal combustion engine exhaust systems, arresters and other devices shall be properly installed and maintained.

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

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

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

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

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

I. Debris Burning and Warming Fires. Burning permits shall be required throughout the year for all debris burning fires. Lunch and warming fires may be allowed in fireproofed areas during periods of low fire danger as specified in the fire plan. Such fires shall not be left unattended.

J. Cable Logging. All tail blocks and corner blocks shall be of an accepted haulback design which prevents line fouling and used with line guards. Such blocks shall be located to prevent cables from rubbing against trees, snags, down logs or rock when operating.

Areas adjacent to blocks shall be cleared of flammable material within a 5-foot radius. One (1) shovel and one (1) pulaski shall be maintained within 10 feet of each block.

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

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

K-H.2.1 - PUMP AND TRAILER. (7/71) Contractor shall provide at a location satisfactory to Forest Service, a serviceable truck or trailer equipped with a firefighting tanker unit to be kept ready for instant use for suppressing forest fires. The unit shall consist of a tank of not less than 100-gallon capacity upon which shall be mounted a live hose reel or live hose basket with 250 feet of a least 3/4-inch I.D. heavy-duty rubber hose; a portable or power takeoff pump with discharge capacity of at least 10 gallons per minute at 150 P.S.I. pressure. Gear type pumps shall be provided with a bypass or pressure relief valve so the hose nozzle may be shut while the pump is operating. Each tanker unit shall have a hose nozzle of the shut-off type, adjustable for straight stream, spray or fog, at least 12 feet of 1-inch suction hose with an intake screen, an additional 250 feet of 3/4-inch heavy-duty rubber hose or 1-inch cotton jacket rubber-lined or linen hose to be carried on the unit for use as needed. Tools, adapters, accessories and fuel necessary to operate the pump and truck or trailer shall be provided. If a trailer is used, a serviceable vehicle with the proper trailer tow hitch shall be located at a point satisfactory to Forest Service. Where water is available, a supply sufficient for rapidly filling the water tank shall be provided at one or more accessible points along or adjacent to the main truck roads.

K-I.2.1.2 - MARKET-RELATED CONTRACT TERM ADDITION (11/08). 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.6.8# – USE OF TIMBER (Option 1). (9/04) (a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, *et seq.*).

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

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

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

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

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

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

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

(f) Prior to delivering unprocessed Included Timber to another party, Contractor shall require each buyer, 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 Subsection, Forest Service may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Subsection, Forest Service will not be liable for any Claim submitted by Contractor relating to the termination.