

Contract Name: Low Pole Stew

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

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

| Species       | Product    |
|---------------|------------|
| Miscellaneous | Sawtimber  |
| Miscellaneous | Grn Bio Cv |
| Fuelwood      | 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 and wildlife reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Reserve trees are identified by genetic trees are identified with wide bands of orange paint at diameter breast height and are posted with yellow metal tags( R6-24-11) "Selected Tree For Genetics" and shall be protected in accordance with K-G.3.2#. Units with reserve trees are shown on Contract Area Map.

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

Within Subdivision(s) or cutting unit(s) 21, 22 and 23, 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 Low Pole DxPre Specifications, Attachment B.
- (b) Additional trees to be cut, if any, are Marked by Forest Service with Green or blue tracer paint.
- (c) Cutting unit boundaries and other trees that shall be left uncut are Marked by Forest Service with Orange tracer paint.

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

All trees Not painted with orange paint above and below stump height in all LTM Subdivisions 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, or identified by, NA, are not to be cut, unless designated by the Forest Service.

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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 (5/05)

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.2.1.9# - COST SHARE ROAD DEPOSITS (09/2004)

Contractor is authorized to use cooperative roads constructed under provisions of a cooperative agreement, dated 06/28/1989, between Longview Fibre Company, Cooperator, and Forest Service, and available for inspection at the Forest Supervisor's Office. Under the terms of this agreement, Contractor will be required to make a lump sum payment of \$ \$5,192.00 for use of cooperative roads. Contractor shall make this deposit in advance of road use, unless Contractor provides a payment bond under E.3. If a payment bond is provided, Contractor shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. The amount of the Required Deposit will be shown as an associated charge on Contractor's Integrated Resource Account. If Contractor is also the Cooperator under the agreement, the amount of the Required Deposit will be credited to the Cooperator as part of Forest Service's commensurate cost share.

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.

K-F.1.0.1# - TEMPORARY ROAD AND LANDING CONSTRUCTION (OPTION 1) (06/2010)

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) (06/08).

LANDINGS

Landings will not be constructed in Riparian Reserves unless other practicable locations outside the Riparian Reserve are not available. If landings are constructed in Riparian Reserves, suitable erosion control measures such as silt fences or other retention methods will be installed prior to landing construction and will remain in place during the harvest operations.

TEMPORARY ROADS

In addition to the erosion control and stabilization requirements of G.6.3, all temporary roads constructed pursuant to F.1 shall be decommissioned in accordance with the following specifications:

Description - The work shall consist of decommissioning roads and landings and restoring drainage facilities to the original hydrological function. Specific work activities are listed below.

Contractor supplied equipment and materials - Contractor is responsible for providing equipment (a self drafting winged subsoiler to subsoil the road or an excavator to scarify the road surface.

The Forest Service must authorize all work. Work must be completed to a standard sufficient to meet objectives before acceptance will be made.

Specific Work Activities

1. Clearing and Slash Treatment - Clearing of trees and slash may be necessary. The work shall consist of removing vegetation from fill slope, road surface, ditch lines and back slope as necessary prior to sub soiling of the road surface and excavation and placement of excavated material. When clearing is needed, it shall be accomplished as follows:
  - a. Materials generated will not need to be limbed and lopped.
  - b. Slash will be machine piled in areas designated by Forest Service.
  - c. Materials shall be positioned in a stable position to prevent rolling.
  - d. Generated materials that create such a deep or thick mat that they will prevent seeding, ripping, or other ground surface treatments called for shall be further scattered or moved off disturbed areas.

2. Drainage - The work shall consist of filling and removing ditches and shaping the road surface to drain. Eliminate all ruts and low spots that could hold water.
3. Subsoiling - The work shall consist of using a self drafting winged subsoiler to loosen 100% of the soil across the entire width of the existing roadbed or landing surface area to a minimum depth of 20 inches. Equipment shall not be operated on sub-soiled areas.
4. Removal of Culverts - The work involves removing all culverts or drainage structures and associated fills. Channels, following removal of drainage structures, shall be reshaped. Excavation limits shall be as follows:
  - a. The width of the excavated channel shall match the width of the natural stream valley or channel, whichever is wider.
  - b. The elevation of the excavated channel shall approximate the average channel gradient of the natural stream upstream and downstream of the site.
  - c. Stream banks shall be sloped to match the natural stream bank contours adjacent to the site upstream and downstream. Rocks over 12 inches may be placed along edges of channel for erosion control, but shall not narrow the required width of the channel. Finish slopes to provide gradual transitions in slope adjustments without noticeable breaks.
5. Waste Areas - Excavated material shall be placed on cut sections of the road prism against back slopes along the roadbed near the excavation area. Waste areas shall be treated as follows:
  - a. Any road segment or surface area where embankment is to be placed shall be decompacted prior to placement.
  - b. Excavated material shall be shaped to drain in a manner that precludes sediment from entering the stream and left in an uncompacted condition.
  - c. Keep excavated material within the original construction limits.
6. Disposal of Culverts - All removed culverts shall become property of the Contractor and shall be removed from national forest lands.
7. Road Closure Barriers - Road Closure Barriers shall be constructed at locations specified by Forest Service. Cover at least 100 ft. of the sub-soiled road surface beyond the barrier with slash and cleared material to screen the decommissioned road.
8. Seeding - Seed shall be applied to all areas disturbed under this contract pursuant to K-G 6.0#.

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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 (9/04)

Restricted Road List

| Road Number | Road Name    | Termini |     | Map Legend | Description of Restrictions |
|-------------|--------------|---------|-----|------------|-----------------------------|
|             |              | From    | To  |            |                             |
| 6300        | Meadow Creek | 0.0     | 2.0 | R          | No winter log haul          |
| 6305        | Pole Ridge   | 0.0     | 2.2 | R          | No Winter log haul          |
|             |              |         |     |            |                             |

Title and Date of Governing Road Rules Document:

Wenatchee National Forest Road Use  
Rules

July 1, 2010

Commercial Road Rules

Effective Date

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

Construction of Specified Roads shall be completed no later than 03/15/2017 ; except for earlier construction completion dates for roads listed below:

| Road<br>Number | Road Name | Station |    | Completion<br>Date |
|----------------|-----------|---------|----|--------------------|
|                |           | From    | To |                    |

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.3.1.1.1 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 acceptance under G.3.6 or

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

Notwithstanding F.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.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.

TABLE PURSUANT TO K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

Contract Road Maintenance Requirements Summary

| Road    | Termini           |                        | Miles | Applicable Pre-haul Road Maintenance Specifications |       |       |       |       |       |       |       |       |       |   |   |   |   |
|---------|-------------------|------------------------|-------|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|---|---|---|---|
|         | From              | To                     |       | T-803   | T-812 | T-831 | T-834 | T-835 | T-836 | T-839 | T-842 | T-851 | T-891 |   |   |   |   |
| 6200000 | End of County Rd. | Jct. w/6300000         | 2.43  |   |       | P     | P     |       |       |       |       |       |       |   |   |   |   |
| 6202000 | Jct. w/6200000    | Jct. w/6202135         | 0.87  | P   |       |       |       |       | P     |       |       |       |       |   |   |   |   |
| 6202135 | Jct. w/6202000    | End of rd.             | 0.19  | P   |       |       |       |       |       |       | P     |       |       |   |   |   |   |
| 6202140 | Jct. w/6202000    | End of rd.             | 0.32  | P   |       |       |       |       |       |       |       | P     |       |   |   |   |   |
| 6300000 | Jct. w/6200000    | Jct. w/6305000         | 2.24  |   |       | P     | P     |       |       |       |       |       |       |   |   |   |   |
| 6300131 | Jct. w/6300000    | Unit 13                | 0.51  |   |       |       |       |       |       |       |       |       |       |   |   |   |   |
| 6300135 | Jct. w/6300131    | End of rd.             | 0.34  |   |       |       |       |       |       |       |       |       |       | P | P | P |   |
| 6300137 | Jct. w/6300135    | End of rd.             | 0.03  |   |       |       |       |       |       |       |       |       |       |   | P | P |   |
| 6300140 | Jct. w/6300000    | N edge of Unit 02      | 0.27  |   |       |       |       |       |       |       |       |       |       |   |   |   |   |
| 6305000 | Jct. w/6300000    | Jct. w/6305311         | 2.05  |   |       | P     | P     |       |       |       |       |       |       |   | P | P | P |
| 6305311 | Jct. w/6305000    | End of road            | 0.53  |   |       |       |       |       |       |       |       |       |       |   |   |   |   |
| 6305315 | Jct. w/6305311    | E edge of Unit 12      | 0.05  |   |       |       |       |       |       |       |       |       |       |   |   |   |   |
| 6305331 | Jct. w/6305000    | W edge of Unit 03      | 0.63  |   |       |       |       |       |       |       |       |       |       |   |   |   |   |
| 6601000 | Jct. w/River Road | Jct. w/6601210         | 1.73  | P   |       |       |       |       |       |       |       | P     |       |   |   |   |   |
| 6601210 | Jct. w/6601000    | 2nd Helicopter landing | 1.30  | P   |       |       |       |       |       |       |       |       |       |   |   | P |   |
| 6602000 | Jct. w/River Road | Jct. w/6602100         | 1.40  | P   |       |       |       |       |       |       |       |       |       |   | P |   |   |
| 6602100 | Jct. w/6602000    | 2nd Helicopter landing | 0.70  | P   |       |       |       |       |       |       |       |       |       |   | P |   |   |
| 6604000 | Jct. w/Hwy. 207   | Jct. w/6604111         | 0.07  | P   |       |       |       |       |       |       |       |       |       |   |   |   |   |
| 6604111 | Jct. w/6604000    | Helicopter Landing     | 0.26  | P   |       |       |       |       |       |       |       |       |       |   |   |   |   |
| 6604114 | Jct. w/6604111    | Helicopter Landing     | 0.35  | P   |       |       |       |       |       |       |       |       |       |   |   |   |   |

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







ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO  
K-F.3.1# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

| Column No. | Heading                       | Entry                | Explanation   |
|------------|-------------------------------|----------------------|---|
|            | Any                           | Blank                | Except as otherwise described, no entry indicates Purchaser 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                   | Purchaser shall maintain the traveled way to the width existing upon entry, or at the completion of Specified Road work.  |
|            |                               | Numbers              | Purchaser 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:<br>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 | Purchaser 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                  | Purchaser 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 (07/2001)

| Column No. | Heading              | Entry             | Explanation   |
|------------|----------------------|-------------------|---|
| 5          | Surfacing            | Aggregate Grading | Purchaser shall place surfacing on roads listed according to the grading indicated.   |
|            |                      | D                 | Purchaser is to make deposits for listed road maintenance, including surface rock replacement.  |
| 6          | Dust abatement       | OPT               | Product selection is Purchaser's choice from those listed in Section T-812.   |
|            |                      | Product Abbr.     | Unless otherwise agreed, Purchaser 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                | Purchaser shall abate dust on the existing width  |
|            |                      | Numbers           | Purchaser 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 Purchaser prior to nonuse periods.  |
| 8          | Snow Removal         | TS                | Snowplowing authorized for Purchaser'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            | PR                | PR denotes that work is Purchaser's Responsibility to perform.  |

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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: \$ \$.19 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.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 (5/05)

| <u>Subdivisions</u>          | <u>Operation Conditions</u>   | <u>Purpose</u>              |
|------------------------------|---|-----------------------------|
| 1,2,3,4,5,7,8,<br>9,10,11,12 | No harvest operations from<br>April 15 to June 1.   | Sap Flow Restriction        |
| 21,22                        | No Helicopter logging within ½<br>mile of residences before 7:00 AM<br>on weekdays or 8:00 AM on<br>weekends.   | Reduce noise                |
| 21,22                        | Helicopter logging prohibited<br>within ½ mile from residences on<br>River Road on Memorial Day, 4 <sup>th</sup> of<br>July, Labor Day, Thanksgiving,<br>Christmas and New Years. |                             |
| 23                           | No Helicopter logging within ¼<br>mile of nest site from March 1<br>until August 31. If nesting has<br>not occurred by April 15<br>restriction can be waived.                     | Protect Nesting<br>Goshawk. |
| 14,15,16,17,<br>18,19        | No helicopter operations from<br>February 1 through August 31.  | Protect Nesting Eagle       |

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 \$ 500.00 for each wildlife reserve tree damaged or destroyed by Contractor's Operations, in addition to amounts payable under D.4.5 and D.4.6.

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

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

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

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

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

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

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

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

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

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

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

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

See attached Table.

TABLE PURSUANT TO K-G.4.1# - SPECIFIC REQUIREMENTS (5/05)

| <u>FELLING METHODS</u>   | <u>SUBDIVISIONS</u>           |
|--|-------------------------------|
| Directionally fall trees away from private land.   | 11,12,13,14,15<br>16,17,18,19 |
| Directionally fall timber away from streamcourses designated on the Contract Area Map for streamcourse protection. | 14,15,16,17,18<br>19          |
| Directionally fall trees away from Area to Protect (ATP) on the Contract Area Map.                                 | 6,8                           |
| Directional fall trees away from sensitive plant sites.  | 23                            |
| Directionally fall timber to angle in the direction of skidding and yarding.                                       | 1,2,3,4,5,6,7,8,9,10<br>11,12 |
| <br><u>FELLING EQUIPMENT</u>   | <br><u>SUBDIVISIONS</u>       |
| As included in the Contractor's Technical Proposal and accepted by the Forest Service.                             | All                           |

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

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

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

See attached table for requirements.

TABLE PURSUANT TO K-G.4.2# - YARDING/SKIDDING REQUIREMENTS (5/05)

YARDING/SKIDDING REQUIREMENTS

Subdivision's

Skid trails will be pre located to minimize damage to soil and residual trees. Skid trails will generally be 100 feet apart except where they converge at a landing. Skid trail locations will be pre-approved by the Forest Service before tree cutting begins. Contractor is to use old skid trails as much as possible before designating new ones.

1,2,3,5,8,9,12

The dropline underneath the helicopter used to haul trees to the landing shall be at least 200 feet in length.

13,14,15,16,17,  
18,19,20,21,22  
23

Break all logs free of their beds vertically and suspend logs above ground during inhaul portion of the flying cycle in a manner that prevents damage to residual timber stand and other resources.

13,14,15,16,17,18  
19,20,21,22

Yard tops with limbs attached to logs.

1,2,3,4,5,7,8,9,  
10,11,12

K-G.6.0# - EROSION CONTROL AND SOIL TREATMENT BY CONTRACTOR (07/2008)

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 15 to October 31 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 NA 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

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laboratory, (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.

See attached application schedule.

APPLICATION SCHEDULE PURSUANT TO K-G.6.0# - EROSION CONTROL AND SOIL TREATMENT BY CONTRACTOR (5/05)

| PAYMENT UNIT OR UNIT NUMBER | AREAS  | SEED                     |        | FERTILIZER        |        | MULCH             |        |
|-----------------------------|--|--------------------------|--------|-------------------|--------|-------------------|--------|
|                             | A) SKID TRAILS<br>B) FIRELINES<br>C) TEMP. ROADS | APPLICATION              |        | APPLICATION       |        | APPLICATION       |        |
|                             | D) LANDINGS<br>E) CORRIDORS                      | SPECIES<br>1/<br>MIXTURE | LBS/AC | TYPE 2/<br>LBS/AC | LBS/AC | TYPE 3/<br>LBS/AC | LBS/AC |
| ALL                         | A, C, D, E                                       | SEED TO BE SUPPLIED      |        | NA                | NA     | NA                | NA     |

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See following specifications.

SPECIFICATIONS PURSUANT TO K-G.7.4.2#-SLASH TREATMENT REQUIREMENTS  
(OPTION 2) (6/2010)

**MACHINE PILING OF LANDING SLASH, ALL UNITS**

Only material less than 4 feet in length and 2 inches in diameter at the small end of the piece shall remain unpiled on the landing.

Piles are to be reasonably free of soil and noncombustible material.

Size and location of the pile shall not impair road use or result in damage to residual timber.

Compact piles with no piece extending 6 feet beyond the edge of the pile.

**PILING OF TEMPORARY ROAD SLASH, UNIT 1,4,5,7,9**

Piling of temporary road slash will be done in the same manner as for machine piling of landing slash.

**Contractor Hand Pile Logging Slash** within 100 feet of Private Property in Units 11,12,13,14,15,16,17,18,19.

Material from 1 inch up to 4 inches in diameter having a minimum length of 2 feet will be piled.

Locate piles so that burning will cause minimum damage to standing live trees or physical improvements.

Construct piles as compactly as possible, material will be bucked to less than 5 feet with long axis straight up and down hill, piles should be constructed so as not to topple over. Keep piles to a practical size to burn. Cover piles with waterproof material, material will be approved by the Forest Service. Waterproof material shall be placed on the pile and secured with combustible material so the pile will be protected from rain and snow. Place material as a continuous piece from ground surface on one side of the pile to ground surface on the other side covering 95% of the pile, width of covering shall be at least 4 feet.

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.9# - STEWARDSHIP PROJECTS (09/2004)

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

**Stewardship Projects**

K-G.8.5.1 - WEIGHT OF LOST LOADS (06/13)

If weight (TON) is the unit of measure for payment purposes, 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 no weight ticket is furnished shall be considered a lost sample load with a weight equal to the weight of the heaviest load presented during the billing period, as established by the Forest Service.

**K-G.9# STEWARDSHIP PROJECTS. (9/04)**

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

**MANDATORY PROJECTS**

Project Number 001 - Tree Marking D x Pre. See Attachment A

Project Number 002 - 6300140 Road Decommission. See Attachment A

**OPTIONAL PROJECTS**

Project Number 003 - Tree Marking D x Pre. See Attachment A

Project Number 004 - 6601210 Road Decommission. See Attachment A

Project Number 005 - 6122921 Road Decommission. See Attachment A

Project Number 006 - 6602100 Road Decommission. See Attachment A

Project Number 007 - 6305315 Road Decommission. See Attachment A

Project Number 008 - 6604113 Road Decommission. See Attachment A

Project Number 009 - 6305331 Road Decommission. See Attachment A

Project Number 010 - 6300137 Road Decommission. See Attachment A

Project Number 011 - 6300135 Road Decommission. See Attachment A

Project Number 012 - 6202135 Road Decommission. See Attachment A

Project Number 013 - 6202140 Road Decommission. See Attachment A

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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.

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

C. Spark arresters and mufflers.

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

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

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

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

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

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

D. Fire Tools.

Contractor shall furnish serviceable fire fighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters at least 1 inch high. It shall contain a minimum of:

(a) Two axes or Pulaskis with a 32 inch handle.

(b) Three adze eye hoes. One Pulaski may be substituted for one adze eye hoe.

(c) Three long handled, round point shovels, size 0 or larger.

E. Tank Truck.

Contractor shall provide a tank truck or trailer, containing not less than 300 gallons of water, during yarding, skidding, loading, land clearing, right-of-way clearing, mechanical falling, and mechanical treatment of slash. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each operating side during Fire Precautionary Period (closed season), except as provided under H.2.1.

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

agreement.

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

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

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

#### F. Communications.

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

#### G. Smoking and Open Fire Restrictions.

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

#### H. Blasting.

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

Whenever the Industrial Fire Precaution Level is II or greater, a fire security person equipped with a long handled round point No. 0 or larger shovel and a 5 gallon backpack pump can filled with water, will stay at location of blast for 1 hour after blasting is done. Blasting may be suspended by Forest Service, in areas of high rate of spread and resistance to control.

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

#### I. Compliance with State Fire Laws.

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

#### J. Aircraft Communications.

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

Upon discovery or notification of a fire on Contract Area, all aircraft pilots controlled by Contractor

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

K. Logging Block Equipment.

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

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

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

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

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

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

Contractor shall restrict operations in accordance with the Industrial Fire Precaution Levels attached. Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to Contractor, the revised Industrial Fire Precaution Levels will supersede the attached levels.

## INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

## LEVEL INDUSTRIAL FIRE PRECAUTION

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

II. Partial Hootowl - The following may operate only between the hours of 8 p.m. and 1 p.m. local time:

power saws, except at loading sites;  
cable yarding;  
blasting;  
welding or cutting of metal.

III. Partial shutdown - The following are prohibited:

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

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

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

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

IV. General shutdown - All operations are prohibited.

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

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

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

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

Loading sites/woods site: A place where any product or material (including but not limited to logs,

firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

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

Such waiver, or substitute precautions under H.2.1, shall prescribe measures to be taken by Contractor to reduce the risk of ignition, and/or the spread of fire. The Contracting Officer or Forest Service Representative shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. Contractor shall assure that all conditions of such waivers or substitute precautions are met.

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

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

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

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

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

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 3.2696 to convert net CCF cruise volumes to Tons.

Contract Name: Low Pole Stew

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.