

GUIDELINES FOR OPERATIONS

The following Guidelines for Operations apply to activities under this Stewardship Agreement, when relevant to the project. These guidelines are intended to clarify the expectations of the parties related to these specific areas of operations.

1. **Stewardship Project Area Map (Map).** The boundary of the Stewardship Project Area as shown in Appendix C. Individual operational units will be designated on the ground by the Forest Service to meet the anticipated needs of the parties and the in general following should be identified on unit maps when applicable:
 - a) Identified patented claims.
 - b) Boundaries of all harvest and stewardship treatment units.
 - c) Diameter limits for overstory and understory removal units.
 - d) Areas where leave trees are marked to be left uncut.
 - e) Specified roads.
 - f) Sources of base course, surface rock, and rock riprap listed in the Schedule of Items.
 - g) Roads where log hauling or use is prohibited or restricted.
 - h) Roads and trails to be kept open.
 - i) Improvements to be protected.
 - j) Locations of known wildlife or plant habitat and cave resources to be protected.
 - k) Locations of areas known to be infested with specific invasive species of concern.
 - l) Maximum stump heights when more than one height is listed by areas.
 - m) Skidding or yarding methods.
 - n) Streamcourses to be protected.
 - o) Locations of meadows requiring protection.
 - p) Locations of wetlands requiring protection.
 - q) Locations of temporary roads to be kept open.
 - r) Payment units, if required.
2. **Use of Roads by the Partner.** WBI/WBI subcontractor(s) is/are authorized to use existing National Forest system roads and specified roads. The Parties will determine that such use will not cause damage to the roads or National Forest resources.
3. **Plan of Operations for Roads.** Annually, prior to start of operations, WBI/WBI subcontractor(s) will prepare a supplement to the Technical Proposal that shall include a schedule of proposed maintenance and construction progress and a description of planned measures to be taken to provide erosion control for work in progress, including special measures to be taken on any segments of construction not substantially completed prior to periods of seasonal precipitation or runoff. WBI/WBI subcontractor(s) shall submit a revised schedule when they propose a significant deviation from the progress schedule. Prior to beginning construction on any portion of specified roads identified as sensitive on plans, the parties shall agree on the proposed method of construction and maintenance.
4. **Protection of Residual Trees.** WBI/WBI subcontractor(s)'s operations shall not unnecessarily damage young growth or other trees to be reserved.

5. **Safety.** WBI/WBI subcontractor(s)'s operations shall facilitate the Forest Service's safe and practical inspection of WBI/WBI subcontractor(s)'s operations and conduct of other official duties on the Stewardship Project Area. WBI has/have all responsibility for compliance with safety requirements for WBI/WBI subcontractor(s)'s employees.

When operations are in progress adjacent or on Forest Service controlled roads and trails open to public travel, WBI/WBI subcontractor(s) shall furnish, install, and maintain all temporary traffic controls that provide the user with adequate warning of hazardous or potentially hazardous conditions associated with operations occurring in the area. The parties shall agree to a specific traffic control plan prior to commencement of work. Devices shall be appropriate to current conditions and shall be covered or removed when not needed.

During periods of general recreation activity within Stewardship Project Area or vicinity, the Forest Service may restrict road construction, timber cutting, yarding, and other harvesting operations to days other than Saturdays, Sundays, and holidays.

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.

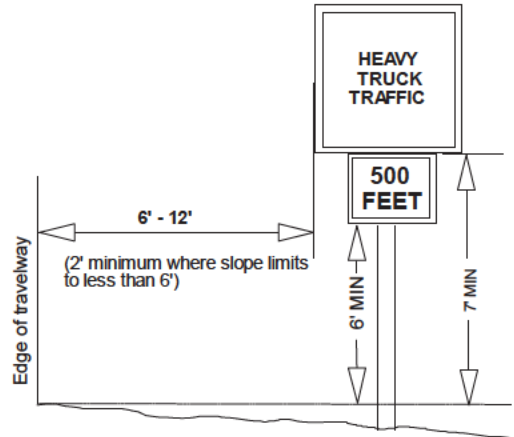


Figure 1: Sign Placement

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.

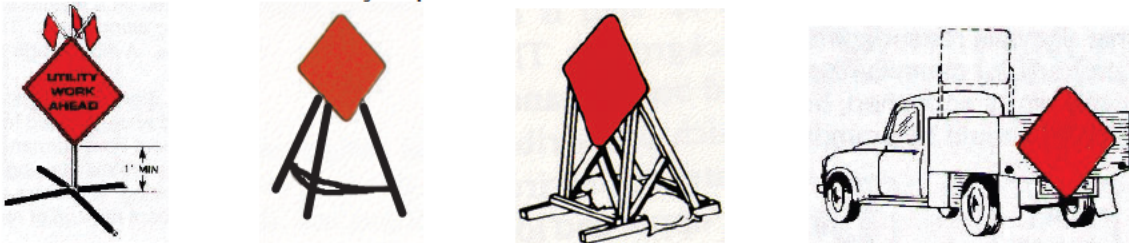


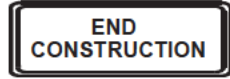
Figure 3: Examples of Temporary/Portable Supports

SIGNS

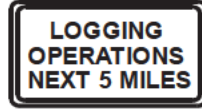
The following signs meet the intent of the Safety standard. *This is not a complete listing of signs that may be needed.*



FG20-1-48*
FW22-3-30



FG20-2-48



FG20-3-42*



FG20-3a-42



FW20-1-30*



W21-3-30*



FW21-4a-30



FW11-7-24

W22-1-36*



FW20-1-30*



FW8-6-24
24*



FW11-9a-24



W7-3a-24*



W13-1-18**

W20-7aP-

* Specify Distance

Speed

** Specify



BM-L-O



BM-R-O

Barricade Markers (See MUTCD for length and stripe size)

6. **Safety (Timber Hauling).** WBI/WBI subcontractor(s) 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.

7. **Accident and Injury Notification.** WBI/WBI subcontractor(s) 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 WBI/WBI subcontractor(s)'s Operations.

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

WBI 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.

8. **Sanitation and Servicing.** WBI/WBI subcontractor(s) shall take all reasonable precautions to prevent pollution of air, soil, and water by WBI/WBI subcontractor(s)'s operations. Precautions shall include if facilities for employees are established on the Stewardship Project Area, they shall be operated in a sanitary manner. The parties shall agree to the cleanup and restoration of a polluted site. WBI/WBI subcontractor(s) shall maintain all equipment operating on Stewardship Project Area in good repair and free of abnormal leakage of lubricants, fuel, coolants, and hydraulic fluid. WBI/WBI subcontractor(s) shall not service tractors, trucks, or other equipment on National Forest lands where servicing is likely to result in pollution to soil or water. WBI/WBI subcontractor(s) shall furnish oil-absorbing mats for use under all stationary equipment or equipment being serviced to prevent leaking or spilled petroleum-based products from contaminating soil and water resources. WBI/WBI subcontractor(s) shall remove from National Forest lands all contaminated soil, vegetation, debris, vehicle oil filters (drained of free-flowing oil), batteries, oily rags, and waste oil resulting from use, servicing, repair, or abandonment of equipment.
9. **Prevention of Oil Spills.** If WBI/WBI subcontractor(s) maintain(s) storage facilities for oil or oil products on the Stewardship Project Area, WBI/WBI subcontractor(s) shall take appropriate preventive measures to ensure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States. If the total oil or oil products storage exceeds 1,320 gallons in containers of 55 gallons or greater, WBI/WBI subcontractor(s) shall prepare a Spill Prevention Control and Countermeasures Plan. Such plan shall meet applicable EPA requirements (40 CFR 112), including certification by a registered professional engineer. WBI/WBI subcontractor(s) shall notify the Forest Service and appropriate agencies of all reportable (40 CFR 110) spills of oil or oil products on or in the vicinity of the Stewardship Project Area that are caused by WBI/WBI subcontractor(s)'s employees, agents, contractors or their employees or agents, directly or indirectly, as a result of WBI's operations. WBI/WBI subcontractor(s) will take whatever initial action may be safely accomplished to contain all spills.
10. **Hazardous Substances.** WBI/WBI subcontractor(s) shall notify the National Response Center and Forest Service principal contact of all releases of reportable quantities of hazardous substances on or in the vicinity of the Stewardship Project Area that are caused by

WBI/WBI subcontractor(s)'s employees, agents, contractors or their employees or agents, directly or indirectly, as a result of WBI/WBI subcontractor(s)'s operations, in accordance with 40 CFR 302.

11. **Washing Equipment.** In order to prevent the spread of noxious weeds into the Stewardship Project Area, WBI/WBI subcontractor(s) shall be required to clean all off-road logging and construction equipment **prior** to entry on to the Stewardship Project 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 WBI/WBI subcontractor(s) will be allowed to operate within the Stewardship Project Area. All subsequent move-ins of equipment to the Stewardship Project 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.

WBI/WBI subcontractor(s) 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.

As agreed upon, WBI/WBI subcontractor(s) shall inspect equipment at cleaning location, and provide documentation of inspection to the Forest Service.

New infestations of noxious weeds, of concern to Forest Service and identified by either WBI or Forest Service, on the Stewardship Project Area or on the haul route, shall be promptly reported to the other party. WBI/WBI subcontractor(s) 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.

12. **Conduct of Logging.** Unless otherwise specifically provided herein, WBI/WBI subcontractor(s) shall fell trees designated for cutting and shall remove the portions that meet Utilization Standards, prior to acceptance of work for completion of logging and stewardship projects. Forest Service may make exceptions for occasional trees inadvertently not cut or trees or pieces not removed for good reason, including possible damage to forest resources or gross economic impracticability at the time of removal of other timber.
13. **Felling and Bucking.** Felling shall be done to minimize breakage of included timber and damage to residual timber. Unless agreed otherwise, felling shall be done by saws or shears. Bucking shall be done to permit removal of all minimum pieces. WBI/WBI subcontractor(s) may buck out cull material when necessary to produce pieces meeting utilization standards. Such bucked out material shall contain a minimum amount of sound wood, not in excess of the net scale in percentage of gross scale, or based on the merchantability factor. If necessary to assess extent of defect, WBI shall make sample saw cuts or wedges.

14. **Felling in Clearings.** Insofar as ground conditions, tree lean, and shape of clearings permit, trees shall be felled so that their tops do not extend outside clearcutting units, construction clearings, and areas of regeneration cutting.
15. **Stump Heights.** Stumps shall not exceed, on the side adjacent to the highest ground, the maximum heights set forth in Appendix E except that occasional stumps of greater heights are acceptable when WBI/WBI subcontractor(s) determine(s) that they are necessary for safe and efficient conduct of logging. Unless otherwise agreed, WBI/WBI subcontractor(s) shall re-cut high stumps so they will not exceed heights specified in F-14 and shall dispose of severed portions in the same manner as other logging debris. The stump heights shown in Appendix F were selected with the objective of maximum reasonable utilization of the timber, unless the Map shows special areas where stump heights are lower for aesthetic, land treatment, or silvicultural reasons.
16. **Bucking Lengths.** Trees shall be bucked in various lengths to obtain the greatest utilization of material meeting utilization standards.
17. **Limbing.** WBI/WBI subcontractor(s) shall cut exposed limbs from products prior to skidding, as necessary to minimize damage to the residual stand during skidding. WBI/WBI subcontractor(s) may leave uncut those limbs that cannot be cut with reasonable safety.
18. **Skidding and Yarding.** Methods of skidding or yarding specified for particular areas, if any, are indicated on the Map. Outside clearcutting units and construction clearings, insofar as ground conditions permit, products shall not be skidded against reserve trees or groups of reproduction and tractors shall be equipped with a winch to facilitate skidding.
19. **Rigging.** Insofar as practicable, needed rigging shall be slung on stumps or trees designated for cutting.
20. **Landings and Skid Trails.** Location of all landings, tractor roads, and skid trails shall be agreed upon prior to their construction. The cleared or excavated size of landings shall not exceed that needed for efficient skidding and loading operations.
21. **Arches and Dozer Blades.** Skidding tractors equipped with pull-type arches or dozer blades wider than tractor width or C-frame width, whichever is greater, shall not be used in residual timber outside clearcutting units and other authorized clearings, except on constructed tractor roads or landings, unless there is written agreement that residual timber will not be damaged materially by such use.
22. **Protection of Streamcourses.** WBI/WBI subcontractor(s)'s Operations shall be conducted to prevent debris from entering streamcourses, except as may be authorized under paragraph (d). In event WBI cause(s) debris to enter streamcourses in amounts that may adversely affect the natural flow of the stream, water quality, or fishery resource, WBI/WBI subcontractor(s) shall remove such debris as soon as practicable, but not to exceed 2 days, and in an agreed manner that will cause the least disturbance to streamcourses.

- a) Culverts or bridges shall be required on Temporary Roads at all points where it is necessary to cross Streamcourses. Such facilities shall be of sufficient size and design and installed in a manner to provide unobstructed flow of water and to minimize damage to streamcourses. Trees or products shall not be otherwise hauled or yarded across streamcourses unless fully suspended.
- b) Wheeled or track-laying equipment shall not be operated in streamcourses, except at crossings agreed to by WBI/WBI subcontractor(s) and the Forest Service or as essential to construction or removal of culverts and bridges.
- c) Flow in streamcourses may be temporarily diverted only if such diversion is necessary for WBI/WBI subcontractor(s)'s planned construction and Forest Service gives written authorization. Such flow shall be restored to the natural course as soon as practicable and, in any event, prior to a major storm runoff period or runoff season.

23. Erosion Prevention and Control. WBI/WBI subcontractor(s)'s operations shall be conducted reasonably to minimize soil erosion. Equipment shall not be operated when ground conditions are such that excessive damage will result. WBI/WBI subcontractor(s) shall adjust the kinds and intensity of erosion control work done, to ground conditions and weather conditions and the need for controlling runoff. Erosion control work shall be kept current immediately preceding expected seasonal periods of precipitation or runoff.

Prior to periods of accelerated water runoff, especially during the spring runoff and periods of heavy rainfall, WBI/WBI subcontractor(s) 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.

Unless otherwise agreed in writing, WBI/WBI subcontractor(s) shall complete erosion prevention and control work, 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, WBI/WBI subcontractor(s) 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, erosion control work will be kept current and will be completed as soon as practicable.

24. Protection of Improvements. So far as practicable, WBI/WBI subcontractor(s) shall protect specified roads and other improvements (such as roads, trails, telephone lines, ditches, and fences):

- a) Existing in the operating area,
- b) Determined to have a continuing need or use, and
- c) Designated on the Map.

WBI/WBI subcontractor(s) shall keep roads and trails needed for fire protection or other purposes and designated on the Map reasonably free of equipment and products, slash, and debris resulting from WBI/WBI subcontractor(s)'s operations. WBI/WBI subcontractor(s) shall make timely restoration of any such improvements damaged by WBI's operations and, when necessary because of such operations, shall move such improvements.

25. **Meadow Protection.** Reasonable care shall be taken to avoid damage to the cover, soil, and water in meadows shown on the Map. Vehicular or skidding equipment shall not be used on meadows, except where roads, landings, and tractor roads are approved. Unless otherwise agreed, trees felled into meadows shall be removed by endlining. Resulting logging slash shall be removed where necessary to protect cover, soil, and water.
26. **Wetlands Protection.** Wetlands requiring protection under Executive Order 11990 are shown on the Map. Vehicular or skidding equipment shall not be used in such wetlands, except where roads, landings, and tractor roads are approved.
27. **Temporary Roads.** As necessary to attain stabilization of roadbed and fill slopes of temporary roads, WBI/WBI subcontractor(s) shall employ such measures as outcropping, drainage dips, and water-spreading ditches. After a temporary road has served WBI/WBI subcontractor(s)'s purpose, WBI/WBI subcontractor(s) shall give notice to the Forest Service and shall remove bridges and culverts, eliminate ditches, outcropped roadbed, remove ruts and berms, effectively block the road to normal vehicular traffic where feasible under existing terrain conditions, and build cross ditches and water bars, as staked or otherwise agreed to. When bridges and culverts are removed, associated fills shall also be removed to the extent necessary to permit normal maximum flow of water.
28. **Temporary Roads to Remain Open.** All bridges and culverts shall remain in place and ditches shall not be eliminated on Temporary Roads, shown as "Remained Open on the Map." All drainage structures shall be left in functional condition.
29. **Landings.** After landings have served WBI/WBI subcontractor(s)'s purpose, WBI/WBI subcontractor(s) shall ditch and slope them to permit water to drain or spread. Unless agreed to otherwise, cut and fill banks around landings shall be sloped to remove overhangs and otherwise minimize erosion.
30. **Skid Trails and Fire Lines.** WBI/WBI subcontractor(s) shall construct cross ditches and water-spreading ditches on tractor roads and skid trails, where needed to prevent erosion. By agreement, WBI/WBI subcontractor(s) may use other comparable erosion control measures, such as backblading skid trails, in lieu of cross ditching.
31. **Current Operating Areas.** Where logging, road construction, or other stewardship project work is in progress but not completed, unless agreed to otherwise, WBI/WBI subcontractor(s) shall, before operations cease annually, remove all temporary log culverts and construct temporary cross drains, drainage ditches, dips, berms, culverts, or other facilities needed to control erosion. Such protection shall be provided, for all disturbed,

unprotected ground that is not to be disturbed further prior to end of operations each year, including roads and associated fills, tractor roads, skid trails, and fire lines. When weather permits operations, WBI/WBI subcontractor(s) shall keep such work on any additional disturbed areas as up to date as practicable.

32. **Erosion Control Structure Maintenance.** During the period of this Stewardship Agreement, WBI/WBI subcontractor(s) shall provide maintenance of soil erosion control structures constructed by WBI until they become stabilized, but not for more than one year after their construction.
33. **Slash Disposal.** WBI/WBI subcontractor(s)'s timing of product removal and preparatory work shall not unnecessarily delay slash disposal. Specific slash disposal measures to be employed by WBI are stated in Appendix E.
34. **Scaling.** Scaling includes:
- a) Various volume determination methods, such as log rule, sampling, measuring, linear measuring, counting, weighing, or another method or combination of methods;
 - b) Various sites, such as truck Scaling stations, rollways, weighing stations, woods landings, water Scaling stations, or other sites.
 - c) Various geographic locations.
35. **Scaling Services.** Scaling services shall be performed by Forest Service personnel or parties under contract to Forest Service, except that weighing services may be performed by personnel or parties approved by the Forest Service. Scaling shall be provided in accordance with the instructions and specifications in Appendix F. Scalers shall be currently certified to perform accurate Scaling services. The scaling services provided shall be selected exclusively by the Forest Service. Scaling services may be continuous, intermittent, or extended.
- a) Continuous scaling services is scaling at one site five (5) 8-hour shifts a week, exclusive of Sundays and Federal holidays.
 - b) Intermittent scaling services are non-continuous scaling services.
 - c) Extended scaling services are scaling services exceeding continuous scaling services and may include Sundays and designated Federal holidays.

As mutually agreed to by the parties, the Forest Service may provide other services, such as but not limited to grading, tagging, or marking of Scaled logs.

36. **Scaling Location.** The Forest Service shall provide scaling services at the scaling site(s) shown in Appendix F. The Scaling site(s) shown in Appendix F normally will be a non-exclusive site where more than one National Forest WBI/WBI subcontractor(s) may be served. WBI/WBI subcontractor(s) may request, in writing, an alternate scaling site, such as at a private mill yard, private truck ramp, or a privately operated log transfer facility. The Forest Service may approve an alternate scaling site, when the Forest Service determines that scaling conditions at an alternate site are acceptable. Such conditions shall include at a minimum:

- a) Scaler safety and comfort,
- b) Product accountability and security,
- c) Facilities and practices conducive to accurate and independent Scaling, and
- d) The ability to provide for remote check Scaling.

Upon approval of an alternate scaling site, the Forest Service and WBI/WBI subcontractor(s) shall enter into a written memorandum of agreement governing Scaling at that alternate location. WBI/WBI subcontractor(s) agree(s) that Forest Service personnel or persons under contract with the Forest Service shall perform scaling services at an alternative scaling site. In no instance shall WBI/WBI subcontractor(s) perform scaling services.

37. Scaling Adjustments. The Forest Service shall check the accuracy of the scaling performed on National Forest logs. Scaling will be satisfactory if performed within the accuracy standards in governing instructions identified in Appendix F. In the event the Forest Service check scale(s) shows a variance in net scale in excess of the allowable variance, an adjustment to volume reported scaled may be made by the Forest Service. Such adjustment will be based on the difference between Forest Service check Scale(s) and original Scale for Stewardship Agreement volume Scaled within the adjustment period. The volume to which this difference will be applied will be:

- a) One-half of the volume Scaled between the last satisfactory check Scale and the first unsatisfactory check Scale or, if a period of 120 days or more occurs without Scaling National Forest timber for stumpage, the adjustment will be applied to 100 percent of the volume Scaled after this period and
- b) 100 percent of the volume Scaled between unsatisfactory check Scales and
- c) One-half of the volume Scaled between the last unsatisfactory check Scale and the next satisfactory check Scale, or if no satisfactory check Scale is completed and a period of 120 days or more occurs without Scaling of National Forest timber for stumpage, the adjustment will be applied to 100 percent of the volume Scaled since the last unsatisfactory check Scale.

Adjustments may increase or decrease the original Scaled volume. Adjustments will be applied to Integrated Resource Account to correct charges for Included Timber, plus deposits, Scaled during the adjustment period.

38. Weighing Services. Weighing services for stumpage payment purposes may be provided by either public or privately owned and operated weighing facilities. A “Weighing Services Agreement,” approved by the Forest Supervisor, must be executed at each weighing facility providing weighing services.

Scales used to weigh National Forest products for payment purposes must be a currently certified scale in accordance with State law and be capable of weighing the entire load of logs in a single operation. The weighing of less than the entire load or weighing two loads at once is prohibited. Unless otherwise agreed, the minimum sized weighing facility shall be a 60-ton capacity scale with a 10 foot by 70 foot platform or larger. The weighmaster must work in a position where it is possible to verify that the truck wheels are on or off the scales. Weighing facilities shall meet the following minimum requirements:

- a) Be an electronic design,

- b) Use electronic load cells or have a fully enclosed and sealed weigh-beam,
- c) Have digital weight meters sealed with a seal approved by the State,
- d) Have a zero interlocking device on the printer,
- e) Have an automatic zero-setting mechanism,
- f) Have an automatic motion-detecting device,
- g) Be shielded against radio or electromagnetic interference, and
- h) Have a date and time stamp and gross and tare weights that print electronically with each weighing. The Forest Service may waive electronic printing for public or third party weighing facilities. WBI/WBI subcontractor(s) shall bear all charges or fees for weighing services.

39. **Presentation for Scaling.** WBI/WBI subcontractor(s) shall present products so that they may be Scaled in an eco-nomical and safe manner.

40. **Accountability.** When Scaling is performed away from Stewardship Project Area, products shall be accounted for in accordance with Forest Service written instructions, as follows:

- a) WBI/WBI subcontractor(s) shall plainly mark or otherwise identify products prior to hauling;
- b) Forest Service shall issue removal receipts to WBI/WBI subcontractor(s);
- c) WBI/WBI subcontractor(s) shall assign a competent individual at the landing to complete removal receipts and attach them to each load of products removed from Stewardship Project Area;
- d) Removal receipts shall be returned to Forest Service at periodic intervals;
- e) When products are in transit, the truck driver shall possess or display removal receipt and show it upon request as evidence of authority to move products;
- f) The scaler's portion of removal receipt shall be surrendered at point of Scaling, the unloading point, or as requested by Forest Service; and
- g) WBI/WBI subcontractor(s) shall notify Forest Service of lost or off-loaded logs and their location within 12 hours of such loss. WBI/WBI subcontractor(s) shall not place products in storage for deferred Scaling until an accountability system has been agreed to in writing for a stated period.

41. **Route of Haul.** As part of the annual Operating Schedule, WBI/WBI subcontractor(s) shall furnish a map showing the route of haul over which unscaled products will be transported from the Stewardship Project Area to the approved Scaling location. Such route of haul shall be the shortest, most economical haul route available between the points.

Upon advance written agreement, other routes may be approved. All unscaled products removed from Stewardship Project Area shall be transported over the designated routes of haul. WBI/WBI subcontractor(s) shall notify Forest Service when a load of products, after leaving Stewardship Project Area, will be delayed for more than 12 hours in reaching Scaling location.

WBI shall require truck drivers to stop, if requested by Forest Service, for the following reasons:

- a) For accountability checks when products are in transit from Stewardship Project Area to the designated Scaling location or

- b) For a remote check Scale when products are in transit after being truck Scaled at the designated Scaling location.

WBI/WBI subcontractor(s) and Forest Service shall agree to locations for accountability checks and remote check Scales in advance of haul. Such locations shall be established only in areas where it is safe to stop trucks. The Forest Service shall notify WBI/WBI subcontractor(s) of the methods to be used to alert truck drivers of an impending stop.

42. **Product Identification.** Before removal from the Stewardship Project Area, unless the Forest Service determines that circumstances warrant a written waiver or adjustment, WBI shall:

- a) Hammer brand all products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter.
- b) West of the 100th meridian, paint with a spot of highway-yellow paint all domestic processing products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter. Each paint spot must be not less than three (3) square inches in size.

The Forest Service shall assign brands and, if the Stewardship Project Area is within a State that maintains a log brand register, brands shall be registered with the State. WBI/WBI subcontractor(s) shall use assigned brand exclusively on logs under this Stewardship Agreement until Forest Service releases brand. WBI/WBI subcontractor(s) will furnish and apply highway-yellow paint of a lasting quality (oil-base or equivalent).

All hammer brands and/or highway-yellow paint must remain on logs until they are domestically processed. WBI/WBI subcontractor(s) shall replace identifying marks if they are lost, removed, or become unreadable. WBI/WBI subcontractor(s) may remanufacture products into different log lengths. Except for logs remanufactured as part of the mill infeed process immediately before processing, remanufactured products must be rebranded with the assigned Stewardship Agreement brand and repainted with highway-yellow paint, unless otherwise agreed to in writing by the Forest Service Representative. For such remanufactured products, Forest Service may approve use of a brand to be used exclusively as a catch brand, in lieu of the assigned Stewardship Agreement brand.

43. **Scaling Lost Products.** The volume of lost products shall be determined by the best methods currently available, using data from the records for the period in which the loss occurred or the most applicable period if loss should occur substantially after cutting. In the absence of specific information indicating size or species of lost products, species distribution and volume for entire truckloads shall be assumed to be the same as the average volume Scaled per truck during the report period, and for individual products it shall be assumed that the volume and species were the average volume of the highest priced species Scaled during the report period.

44. **Scaling Lost Sample Loads.** If Scaling is being done by sampling loads of logs, WBI/WBI subcontractor(s) shall present such sample loads for Scaling by Forest Service. If loads of logs selected to be sample Scaled are placed in the decks before they are Scaled, they will be considered as lost sample loads. It will be difficult, if not impossible, to determine the

volume and species contained in such loads for payment purposes. Therefore, lost sample loads will be deemed to have a Scale volume and species composition equal to that of the highest value load Scaled during the sampling period, as established by Forest Service. If no sample loads were Scaled during the period, the Scale data for the high valued load will be taken from the most current preceding sampling period with Scale. Sample loads lost as a result of Forest Service actions shall be treated as non-Scaled loads.

45. **Scale Reports.** The Forest Service shall provide WBI/WBI subcontractor(s) a copy of Forest Service scaler's record, if requested in writing.

46. Fire Precautions and Control.

- a) **Plans.** Prior to initiating WBI/WBI subcontractor(s)'s operations during Fire Precautionary Period, WBI/WBI subcontractor(s) shall file with Forest Service a Fire Prevention and Control Plan providing for the prevention and control of fires on the Stewardship Project Area and other areas of WBI/WBI subcontractor(s)'s Operations. Such plan shall include a detailed list of personnel and equipment at WBI disposal for implementing the plan.
- b) **Fire Precautions.** Specific fire precautionary measures listed in this Appendix shall be applicable during WBI/WBI subcontractor(s) s Operations in "Fire Precautionary Period" described. The dates of Fire Precautionary Period may be changed by agreement, if justified by unusual weather or other conditions. Required tools and equipment shall be kept in serviceable condition and immediately available for fire fighting at all times during WBI/WBI subcontractor(s)'s operations in Fire Precautionary Period.
- c) **Substitute Precautions.** The Forest Service may authorize substitute measures or equipment, or waive specific requirements by written notice, if substitute measures or equipment will afford equal protection or some of the required measures and equipment are unnecessary.
- d) **Emergency Precautions.** The Forest Service may require the necessary shutting down of equipment on portions of WBI/WBI subcontractor(s)'s Operations, as specified by the emergency fire precautions schedule. Under such conditions, after WBI/WBI subcontractor(s) cease(s) active operations, WBI shall release for hire by Forest Service, if needed, WBI/WBI subcontractor(s)'s shutdown equipment for fire standby on the Stewardship Project Area or other areas of WBI/WBI subcontractor(s)'s Operations and personnel for fire standby or fire patrol, when such personnel and equipment are not needed by WBI/WBI subcontractor(s) for other fire fighting or protection from fire. Equipment shall be paid for at fire fighting equipment rates common in the area or at prior agreed rates and, if WBI request(s), shall be operated only by personnel approved by WBI/WBI subcontractor(s). Personnel so hired shall be subject to direction and control by Forest Service and shall be paid by Forest Service at fire fighting rates common in the area or at prior agreed rates.

- e) **Fire Precautionary Period and Fire Precautions.** Specific fire precautionary measures are set forth below. Upon request of Forest Service, WBI/WBI subcontractor(s) shall permit and provide an individual to assist in periodic testing and inspection of required fire equipment. WBI/WBI subcontractor(s) shall promptly remedy deficiencies found through such inspecting and testing.

1. The following requirements shall apply during the period **(March 1- December 1)** and during other such periods as specified by Forest Service.
2. The most up to date Fire Plan will be provided to WBI.

47. **Fire Control.** WBI/WBI subcontractor(s) shall, both independently and in cooperation with Forest Service, take all reasonable and practicable action to prevent and suppress fires resulting from WBI/WBI subcontractor(s)'s Operations and to suppress any forest fire on current operating units within the Stewardship Project Area. WBI/WBI subcontractor(s)'s independent initial fire suppression action on such fires shall be immediate and shall include the use of all necessary personnel and equipment at WBI/WBI subcontractor(s)'s disposal on Stewardship Project Area or within the distance of Stewardship Project Area: **(Initial fire suppression within 25 road miles, and fire suppression re-enforcement within 100 miles).**

- a) **The Partner's Reinforcement Obligations.** Whenever an Operations Fire or Negligent Fire, whether on or off Stewardship Project Area or any other forest fire on Stewardship Project Area, has not been suppressed by initial action and appreciable reinforcement strength is required, Forest Service may require further actions by WBI/WBI subcontractor(s) until such fire is controlled and mopped up to a point of safety. Such actions may include any or all of the following as necessary to fight such fire:
- b) **Suspend Operations.** To suspend any or all of WBI/WBI subcontractor(s)'s Operations.
- c) **Personnel.** To release for employment by Forest Service any or all of WBI/WBI subcontractor(s)'s personnel engaged in WBI/WBI subcontractor(s)'s Operations or timber processing within the distance of Stewardship Project Area: ***(25 road miles)***. Any organized crew so hired shall include WBI/WBI subcontractor(s)'s supervisor, if any. Personnel so employed shall be paid at Forest Service standard emergency fire fighting rates.
- d) **Equipment.** To make available for Forest Service rental at fire fighting equipment rates common in the area or at prior agreed rates any or all of WBI/WBI subcontractor(s)'s equipment suitable for fire fighting and currently engaged in WBI/WBI subcontractor(s)'s Operations within the distance of Stewardship Project Area: ***(100 road miles)***. Equipment shall be operated only by personnel approved by WBI/WBI subcontractor(s), if so requested by WBI.

48. **Temporary Roads and Skid Trails.** WBI/WBI subcontractor(s) shall locate Temporary Roads and Skid Trails on locations approved by the Forest Service. Such location shall

include the marking of road centerline or grade-line and the setting of such construction stakes as are necessary to provide a suitable basis for economical construction and the protection of National Forest lands.

Temporary road surface width shall be limited to truck bunk width plus four (4) feet, except for needed turnouts which shall not exceed two (2) times the bunk width plus four (4) feet. If shovels or cranes with revolving carriage are used to skid or load, temporary road surface width equal to track width plus tail swing shall be permitted.

As necessary to attain stabilization of roadbed and fill slopes of Temporary Roads, WBI/WBI subcontractor(s) shall employ such measures as outsloping, drainage dips, and water-spreading ditches.