

C1.21 – UNPATENTED MINING CLAIMS (10/04). Purchaser's Operations under this contract shall not endanger or materially interfere with mining operations on unpatented mining claims.

Purchaser shall preserve any claim corners, boundary markings, roads, mine workings, geochemical sample locations, surface improvements, water ditches, or other mining improvements and equipment. Any improvements that are damaged or destroyed by Purchaser's operations shall be repaired or replaced by Purchaser unless a waiver is received from the mining claim owner.

C2.11# – TIMBER SUBJECT TO AGREEMENT. (2/71) In addition, there is within Sale Area an unestimated quantity of:

Species	Product
<u>Combined Softwood</u>	<u>Nonsaw</u>

that shall be Included Timber upon written agreement.

C2.2# - UTILIZATION AND REMOVAL OF INCLUDED PRODUCTS (3/21). Unless otherwise agreed in writing, or as specified in C2.211# - Optional Removal of Non-sawtimber Products, Purchaser is required to pay for and remove the following products described in this provision and listed in A2 of the contract:

Sawtimber is defined as:

- (a) Boles of trees meeting and exceeding Minimum Specifications for Sawtimber as listed in A2 of the contract. Boles of trees is defined as the main stem of the tree including the top.

Downed Non-sawtimber is included in A2 volume for units: **N/A.**

In **Cutting Units:****N/A** - Non-sawtimber material includes:

- 1) Portions of boles from Sawtimber trees not meeting Minimum Specifications for Sawtimber,
- 2) Topwood from Sawtimber trees that meet Non-sawtimber Utilization Standards.

Only the volume of Non-sawtimber in the cutting units listed above is included in the estimated volume shown in A2. If Purchaser and Forest Service agree to remove Non-sawtimber from cutting units other than those listed above this Non-sawtimber must be measured and paid for at the rates shown in A4.

C2.38# – SPECIES DESIGNATION (7/20). Within the cutting units shown below, listed species are designated for cutting when they (a) meet utilization standards and (b) are smaller than the stump diameter listed below and shown on the Sale Area Map:

Unit #	Designated Species	Maximum Stump Diameter - (Inches)
64	GF, WH, ES, LP	N/A
	DF	24"
	WRC, AF, WL, WP, PP	LEAVE ALL
64A	GF, WH, ES, LP	N/A
	DF	27"
	WRC, AF, WL, WP, PP	LEAVE ALL
65	WH, ES, AF, LP	N/A
	DF	29"
	GF	24"
	WRC	28"
	WL, WP, PP	LEAVE ALL
68	WRC, ES, LP	N/A
	DF	21"
	GF	31"
	WH	28"
	WL, WP, PP, AF	LEAVE ALL
72	WH, AF, ES, LP	N/A
	DF	19"
	WRC	17"
	GF	31"
	WL, WP, PP	LEAVE ALL
74A	AF, ES, LP	N/A
	WRC	35"
	DF	33"
	GF	41"
	WH	39"
	WL, WP, PP	LEAVE ALL
75A	AF, ES, LP, DF, WH, GF	N/A
	WRC, WL, WP, PP	LEAVE ALL

76	AF, ES, LP	N/A
	WRC	21"
	DF	19"
	GF	31"
	WH	28"
	WL, WP, PP	LEAVE ALL
81	AF, ES, LP	N/A
	WRC	28"
	DF	24"
	GF	37"
	WH	34"
	WL, WP, PP	LEAVE ALL
83	AF, ES, LP	N/A
	DF	19"
	WRC	17"
	GF	37"
	WH	34"
	WL, WP, PP	LEAVE ALL
84	AF, ES, LP	N/A
	WRC	28"
	DF	24"
	GF	31"
	WH	34"
	WL, WP, PP	LEAVE ALL
85	AF, ES, LP	N/A
	WRC	28"
	DF	24"
	GF	37"
	WH	34"
	WL, WP, PP	LEAVE ALL
88	AF, ES, LP	N/A
	DF	24"
	GF	31"
	WH	34"
	WRC, WL, WP, PP	LEAVE ALL

94	AF, ES, LP	N/A
	WRC	34"
	DF	29"
	GF	37"
	WH	34"
	WL, WP, PP	LEAVE ALL

Stump diameter will be measured at **12 inches for skyline units and for ground based 6** inches above ground level on the uphill side of the tree, outside of bark. A minimum stump height of **12 inches for skyline units and for ground based 6** inches above ground level on the uphill side shall be left in the units listed above.

In addition, any trees within the cutting unit boundary that are wind thrown prior to Purchaser's logging in the immediate vicinity which meet Utilization Standards in amounts less than specified in B2.133 are designated for cutting.

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

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

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

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

C3.34 – EMERGENCY RATE REDETERMINATION. (6/22) Forest Service shall redetermine rates for each species if, upon Purchaser's application, Forest Service determines that, because of changes in the timber market since the award date or the last rate redetermination under this provision, the Producer Price Index identified in A20 has declined by 25 percent or more. Rates shall be redetermined under B3.3 and for species where the rates declined, shall be considered established under B3.1 for timber Scaled after Purchaser's application. Increases in

species rates will not be considered. This provision shall not apply during the period of a Contract Term Extension.

C4.211 – DOWNPAYMENT (6/07). The downpayment amount shown in A18 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to B9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale has been charged and paid for, or (b) the estimated value of the unscaled timber is equal to or less than the amount of the downpayment, or (c) if 36 CFR 223.49(e) is applicable, the estimated value of the unscaled timber is equal to or less than the amount of the downpayment.

If Forest Service makes a determination that this contract should not have been included under increased downpayment requirements (36 CFR 223.49(e)), the downpayment shall be revised and applied in accordance with 36 CFR 223.49(f).

C4.212 – TEMPORARY REDUCTION OF DOWNPAYMENT (8/09). Notwithstanding B4.211 or C4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Purchaser's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

- (1) Forest Service requests or orders Purchaser to delay or interrupt operations for reasons other than breach;
- (2) Purchaser interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or
- (3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, including a market-related contract term addition, or an urgent removal contract term extension under 36 CFR 223.53.

When Purchaser is not cutting or removing timber under contract during a qualifying period of delay, interruption, or extension listed above the downpayment may be reduced to \$1000 or 2 percent of the downpayment amount stated in the contract, whichever is greater. The Purchaser must restore the downpayment to the full amount stated in the contract within 15 days from receipt of the bill for collection and written notice from the Contracting Officer that the basis for temporarily reducing the downpayment no longer exists. Purchaser shall not cut or remove timber on a contract where the downpayment has been temporarily reduced until the downpayment amount stated in the contract is fully restored.

C4.3 – PAYMENT GUARANTEED BY BOND. (8/21) To guarantee payment, Purchaser may furnish and maintain an acceptable surety bond. The penal sum of such surety bond shall be the maximum amount of the payment guaranteed. For payment purposes, penal sum of the surety bond

shall be in lieu of the performance bond furnished under C9.1.

C4.31 – BLANKET BOND. (8/21) If Purchaser furnishes an acceptable bond in accordance with C4.3 to guarantee payment for timber from this and other timber sales within the same National Forest, the amount of such bond shall be allocated to such timber sales by Forest Service. When there is to be no timber cutting hereunder for 30 days or more and payment of current charges has been made, the allocation to this timber sale shall be reallocated to other timber sales at Purchaser's request. Purchaser shall not start cutting hereunder until this timber sale receives an allocation that will meet the obligation for payment guarantee.

C4.4 – PAYMENTS NOT RECEIVED (8/12). (a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection for, Contracting Officer will suspend all or any part of Purchaser'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 B4.218;
- (iii) Damages pursuant to B9.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to B4.22;
- (vi) Periodic payments pursuant to B4.213;
- (vii) Extension Deposits pursuant to B4.217; 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 B9.3. 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 Purchaser'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 Purchaser's Operations, and administrative offset, shall be stayed for so long as:

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

C5.102# – CONSTRUCTION OF TEMPORARY ROADS (2/97). Unless otherwise agreed in writing, temporary roads as shown on the Sale Area Map and as designated on the ground, shall be constructed and closed in accordance with the attached plans and specifications. Location has been designated by **ORANGE FLAGGING ON THE CENTERLINE AT START OF ROAD.**

Purchaser and Forest Service agree that if the Purchaser elects not to build the road, or minor changes in locations or designs are mutually agreed to, there will be no adjustment in costs allowances as extra skid costs or mitigation measures would offset cost differences.

Notwithstanding B2.4, timber within the clearing limits of these temporary roads have been included in the quantity estimate in A2.

Earth Barrier Construction

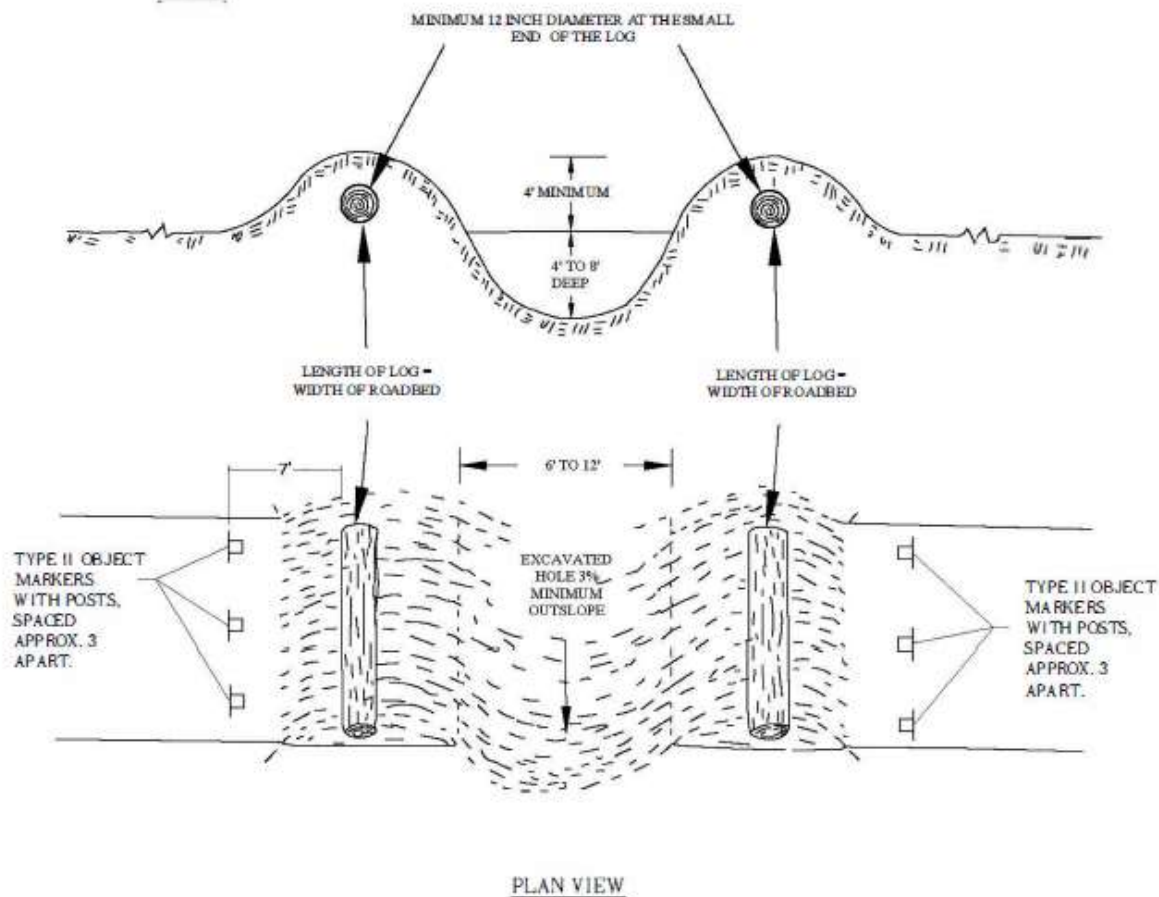
Cedar Creek Salvage

Closure of Temporary Roads- C5.102# on roads:

620UK (2 locations), 620UP, 620BUC, 620AUA(2 locations), 620EUA, & 620UB

NOTES:

1. PLACE TWO EARTH BARRIERS CONSECUTIVELY ACROSS THE ROAD.
2. LOCATIONS OF THE CLOSURE SHALL BE APPROVED BY THE FOREST SERVICE PRIOR TO CONSTRUCTION.
3. LOGS SHALL BE OBTAINED LOCALLY AS DESIGNATED BY THE FOREST SERVICE.
4. MATERIAL FOR EARTH BARRIERS SHALL BE OBTAINED LOCALLY FROM ADJACENT CUT SLOPES, EXISTING ROADBED, OR OTHER SOURCES UPON APPROVAL OF THE FOREST SERVICE.
5. SEEDING OF THE EARTH BARRIERS SHALL BE IN ACCORDANCE WITH C6.602# - EROSION CONTROL SEEDING.



C5.12# – USE OF ROADS BY PURCHASER (6/99). Purchaser's use of existing roads identified on Sale 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. Purchaser's use of roads coded R, A, or W shall be in accordance with the following restrictions:

Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
620	Character Ridge	0.00	10.35	R	No hauling on weekends or from 5:00 PM on the day preceding Memorial day, Fourth of July, Labor Day, and or Thanksgiving day holiday to midnight of that holiday.
				A	Temporary closures will be used during agreed to working hours M-F, excluding holidays, when Purchaser's Operations impede public use. Purchaser will furnish signs located at each end of operations as agreed to by the Forest Service.

6634	Cinnabar Angle	0.00	2.23	R	No hauling on weekends or from 5:00 PM on the day preceding Memorial day, Fourth of July, Labor Day, and or Thanksgiving day holiday to midnight of that holiday.
				A	Road closed to the Public.
6633	Upper Cinnabar	0.00	1.00	R	No hauling on weekends or from 5:00 PM on the day preceding Memorial day, Fourth of July, Labor Day, and or Thanksgiving day holiday to midnight of that holiday.
				A	Road closed to the Public.
620	Character Ridge	10.35	10.73	U	Unsuitable for hauling prior to completion of agreed reconstruction.
946	Montgomery-Moon Ridge	0.00	10.41	U	Unsuitable for hauling prior to completion of agreed reconstruction.
2361	Cedar Creek	Intersection with 620	White Creek Saddle	U	Unsuitable for hauling prior to completion of agreed reconstruction.

C5.13# – ROAD COMPLETION DATE (4/04). Construction of Specified Roads shall be completed no later than **October 31, 2023**; except for earlier construction completion dates for roads listed below:

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

Completion date is binding on the party that constructs road, whether Purchaser or Forest Service. Contracting Officer shall modify the completion date in writing to conform to the approved Plan of Operations under B6.311 at the request of Purchaser.

When Purchaser elects Forest Service construction of Specified Roads shown in sale 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 Purchaser on request. Promptly after

the end of Normal Operating Season in which qualifying days occur, Forest Service shall give Purchaser 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, Purchaser may request a rate redetermination under B3.3 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 Sale 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 Purchaser 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 Purchaser desires to construct an alternate facility under B5.26, Forest Service and Purchaser 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 Purchaser 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 Subsection, construction of a road is completed when:

- (a) Purchaser constructs Specified Roads and Forest Service furnishes Purchaser with written notice of acceptance under B6.36 or
- (b) Forest Service constructs road and furnishes Purchaser with written notice authorizing use of road.

Notwithstanding B5.1, Purchaser shall not use a road that Purchaser has elected for Forest Service to construct, until construction is completed and Forest Service furnishes Purchaser with written notice authorizing use of road.

C5.31# – ROAD MAINTENANCE REQUIREMENTS (7/01). Purchaser shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To		T-101	T-103	T-108	T-301	T-310	T-506	T-619			
620	0.00	10.35	10.35	P	P	P	P	P	P				
6633	0.00	1.00	1.00	P	P	P	P	P	P	P			
6634	0.00	2.23	2.23	P	P	P	P	P	P	P			

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications									
	From	To		T-101	T-103	T-108	T-301	T-310	T-506	T-619			
620	0.00	10.35	10.35	P		P	P	P					
6633	0.00	1.00	1.00	P		P	P	P		P			
6634	0.00	2.23	2.23	P		P	P	P		P			

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

SPECIFICATION T-101 SURFACE BLADING

DESCRIPTION

1.1 Surface blading is keeping the native or aggregate surfaced road in a condition to facilitate traffic, minimize additional future maintenance, reduce erosion, and provide proper drainage. It includes maintaining the crown, inslope or outslope of the traveled way and shoulders, drainage dips, leadoff ditches, berms, turnouts, removal of minor slides and slumps, and other irregularities that prevent normal runoff from the road surface.

REQUIREMENTS

3.1 Surface blading shall be performed as often as necessary and to the standards required to facilitate traffic and proper drainage.

3.2 The blading shall be performed in such a manner as to preserve the existing cross section and to conserve surface materials. On gravel surfaced roads, the base must not be disturbed and no surface material may be bladed into the ditch or over the road shoulders. Blading of native surface roads shall be performed so no base material under four (4) inches in the greatest dimension is lost. All ruts, holes, etc., shall be removed by scarifying and/or cutting to the bottom of any surface irregularities. Oversize material brought to the surface in the scarification process shall be removed from the roadway. Surface material which has been displaced to the shoulders, turnouts, outside of curves, etc., shall be brought back so as to leave a uniform depth on the traveled way at completion of blading. Water shall be applied during blading if sufficient moisture is not present to prevent segregation.

3.3 Roadside cut slopes or berms shall not be undercut.

3.4 At intersections, the roadbeds of sideroads shall be graded for a reasonable distance to assure proper blending of the two riding surfaces.

3.5 Drainage dips and leadoff ditches shall be cleaned and continually maintained to conform reasonably to their original constructed lines, grade, and cross section.

3.6 Berms shall be repaired promptly by placing selected material as needed to restore the berm to its original condition.

3.7 Surface blading of native surface roads also includes ditch cleaning, which shall be done in accordance with T-301, Ditch Cleaning.

3.8 All blading operations shall be properly signed in accordance with B6.33# and all applicable State Laws.

SPECIFICATION T-103 DUST ABATEMENT

DESCRIPTION

1.1 Dust abatement consists of road surface preparation and application of materials.

MATERIALS

2.1 Water, bituminous products, lignin sulfonates, chloride products, and other materials may be used for dust abatement. Materials other than water will require approval of the Forest Service and shall meet specifications furnished by the Forest Service.

REQUIREMENTS

3.1 Dust abatement materials shall be applied to the road surface as necessary to control surface loss and provide that vehicles are always intervisible within their stopping sight distance. The average user speed on the road shall be used to determine stopping sight distance. Preparation shall be in accordance with Specification T-101, Surface Blading.

3.2 The rate of application shall be such that the selected material will not run off the surface and cause pollution or unnecessary waste.

3.3 When water is the selected material, it shall be applied as often as necessary to abate dust from all Purchaser operations.

Dust abatement shall be maintained as needed throughout the duration of operations.

SPECIFICATION T-108 SLIDE REMOVAL AND SLUMP REPAIR

DESCRIPTION

1.1 Slide removal and slump repair consists of all work necessary to restore the road to its original cross section as necessary to facilitate use and provide drainage. This work is such that it cannot be handled by a grader during surface blading and ditch cleaning operations.

Slump repair is the filling with selected material of depressions or washouts in roadway which cannot be routinely filled by a motor grader.

Slide removal and slump repair includes excavation, loading, hauling, placing, and compacting of replacement material and the removal and disposal of waste material. This includes the development of disposal or borrow areas at locations approved by the Forest Service.

REQUIREMENTS

3.1 Purchaser shall deposit slide material in an approved manner at designated locations.

Material shall not be disposed of on road fills unless otherwise agreed.

The slope which contributed the slide material shall be reshaped as practicable to reduce future sliding unless otherwise agreed.

3.2 When filling slumps and depressions, select material shall be used, placed in layers, and compacted to conform with or exceed the density of existing subgrade.

Existing aggregate surfacing shall be salvaged and relayed or replaced after slumps have been filled.

Damaged aggregate base, aggregate surfacing, and asphalt surfacing shall be repaired under Specification T-113, Surfacing Repair.

3.3 Following slide removal, roadway shall be shaped so as to reasonably conform to its original subgrade template.

3.4 Slump, waste, and borrow areas shall be seeded as required under T-508.

SPECIFICATION T-301 DITCH CLEANING

DESCRIPTION

1.1 Ditch cleaning is removing and disposing of all slough material from roadside ditches to provide an unobstructed waterway conforming reasonably to previous line, grade, and cross section.

REQUIREMENTS

3.1 Slough Material.

A. Native Surfaced Roads. Slough material from ditch cleaning, if suitable, may be placed and blended into the existing road surface or shoulders or placed in a designed berm during surface blading.

B. Aggregate Surface Roads. Slough material from ditch cleaning shall not be mixed with aggregate surfacing or left on the road surface unless otherwise agreed. Material shall be disposed of in an agreed manner at designated locations.

C. Asphalt Surfaced Roads. Equipment, methods, and timing shall be agreed to before start of ditch cleaning operations so as to protect the asphalt pavement. Material shall be disposed of in an agreed manner at designated locations.

SPECIFICATION T-310 MINOR DRAINAGE STRUCTURES

DESCRIPTION

1.1 Minor drainage structures are single passages with maximum waterway opening equivalent to a 78-inch round pipe (87- by 63-inch arch) or multiple passages with maximum, single waterway opening equivalent to a 60-inch round pipe (66- by 51-inch arch). They include overside drains. Maintenance is work performed on inlets, outlets, related channels, existing riprap, trash racks, and drop inlets.

MATERIALS

2.1 All materials used in the maintenance of minor drainage structures shall conform by type and specification to the material in the structure being maintained.

REQUIREMENTS

3.1 All minor drainage structures are to be maintained in accordance with these specifications in the spring following any significant runoff and prior to the beginning of winter storms.

3.2 Clear inlet and outlet channels, inlet trash racks, and drop inlets of loose material that could cause plugging or prevent the free flow of water. Debris shall be disposed of in agreed manner at designated locations.

3.3 If outlet riprap was originally placed to dissipate water energy, it shall be maintained in good condition including the replacement of riprap if necessary.

4.1 Make whatever minor repairs are necessary to ensure the proper functioning of the head walls, aprons, inlet assemblies, overside drains, riprap, trash racks, and other facilities related to the drainage structure.

SPECIFICATION T-506 CLEARING ROADWAY VEGETATION

DESCRIPTION

1.1 This work consists of cutting and disposing of all vegetative growth including trees from the road surface that reduces the operational capability of the road. Vegetation removal is required if the growth of the vegetation during the contract period causes unacceptable reduction of sight distance and operation capability.

REQUIREMENTS

3.1 Vegetative matter on the road surface which reduces sight distance, impedes vehicular travel, or interferes with road maintenance operations such as surface blading and ditch and culvert cleaning shall be removed. Downed timber meeting utilization standards shall be cut in appropriate lengths and decked along the roadside in locations where the traveled way or sight distance will not be impaired.

3.2 Low shrubs and brush which do not restrict sight distance, do not impede road maintenance, and reduce erosion need not be removed if the road surface can be adequately maintained without doing so. Vegetation and nonmerchantable timber removed shall be disposed of by scattering, chipping, hauling to designated disposal areas, or as otherwise agreed upon.

SPECIFICATION T-619 MISCELLANEOUS STRUCTURES

DESCRIPTION

1.1 Maintenance of miscellaneous structures include the maintenance of retaining walls, guard rails, cattleguards, fences, gates, and any other similar structures that have been previously installed to insure the safe and efficient operation of the road.

MATERIALS

2.1 Any materials needed in the maintenance of miscellaneous structures shall be similar in type and quality to the material in the structure being maintained.

REQUIREMENTS

3.1 Guard Rails. Anchors shall be tightened.

3.2 Cattleguards. Tie-in fences shall be sound and secured to the wings. Loose rails shall be welded or bolted back in place. Material deposited into the cattleguard well during operations shall be removed. Drainage into and out of cattleguards shall be maintained.

3.3 Fences. Wire fences shall be tightened if loose. Broken strands of wire or wood railings shall be replaced.

3.4 Gates. Gates shall be properly signed, kept in good repair and made to swing easily. Hinges or latches shall be repaired if not operating properly. Hinges shall be oiled.

C5.316 – SNOW REMOVAL (4/13). Snow removal shall be done in a manner to preserve and protect the roads, to insure safe and efficient transportation and to prevent unacceptable damage to roads, streams, and adjacent lands.

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

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

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

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

C5.41# – CLOSURE TO USE BY OTHERS (3/07).

A. Closure of Roads During Period of Contract. Unless otherwise agreed in writing between Purchaser and Forest Service, Purchaser shall within 15 days of receipt of notice from Forest Service, install closure devices listed below and close them on roads designated "To Be Closed" on Sale Area Map and listed below to effectively block access to vehicle traffic except that

constituting official use. Installation of closure devices shall follow closure details attached hereto and made a part hereof.

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

CLOSURE DEVICES					
Road Number	Location	Furnished By	Closure Method	Closure Device Installed By	In Place
6633	MP 0.02	FS	Type IV Gate	FS	Yes
6634	MP 0.03	FS	Type IV Gate	FS	Yes

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

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

TEMPORARY ACTIVITY BARRICADES

Road Number	Location	Closure Method
620UB	MP 0.01	C5.102# Construction of Temporary Roads
620AUA	MP 2.62 along the 620, at the northern intersection with the 620AUA	C5.102# Construction of Temporary Roads
620AUA	MP 3.94 along the 620, at the southern intersection with the 620AUA	C5.102# Construction of Temporary Roads
620UEA	MP 0.01	C5.102# Construction of Temporary Roads
620BUC	MP 0.01	C5.102# Construction of Temporary Roads
620UK	MP 7.74 along the 620, at the northern intersection with the 620UK	C5.102# Construction of Temporary Roads
620UK	MP 9.31 along the 620, at the southern intersection with the 620UK	C5.102# Construction of Temporary Roads
620UP	MP 0.01	C5.102# Construction of Temporary Roads

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

Closure Location(s)				
Road Number	Location	Closure Method	Furnished By	In Place
6633	MP 0.02	Type IV Gate	FS	Yes
6634	MP 0.03	Type IV Gate	FS	Yes

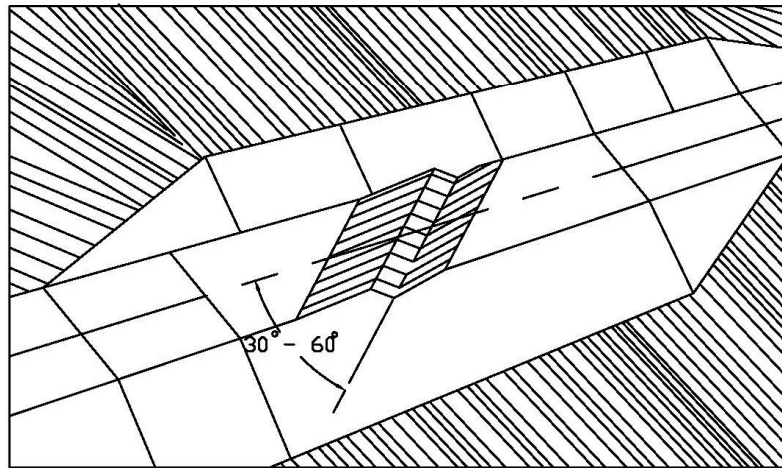
C5.419# – SYSTEM ROAD STABILIZATION (3/07). Roads listed below, shown on the Sale Area Map and used by Purchaser shall be stabilized after they have served the Purchaser's purpose, in accordance with details in the attached road logs and typical specifications.

<u>ROAD LOG</u>

Road Number	Mile Post	Description of Work	Typical Specification Number
6633	Entire Road	Construct water bars as identified by Forest Service and Seed under C6.602#	N/A
6634	Entire Road	Construct water bars as identified by Forest Service and Seed under C6.602#	N/A

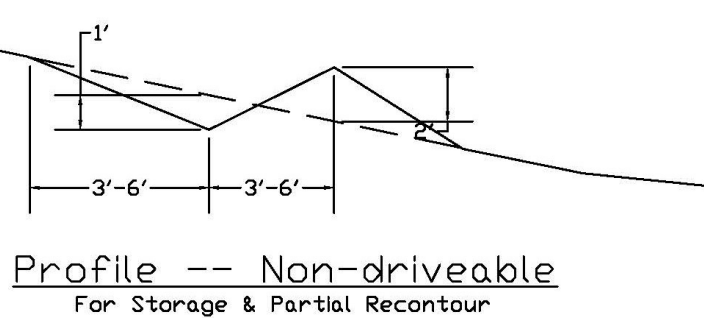
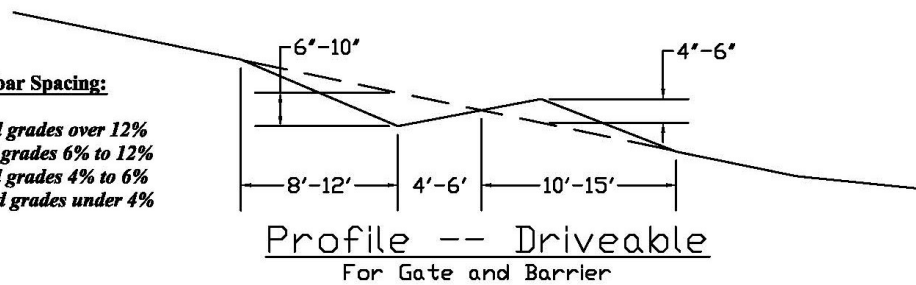
Water Bar Construction Detail

C5.419# - System Road Stabilization



Perspective View

Water bar Spacing:
100' for road grades over 12%
150' for road grades 6% to 12%
300' for road grades 4% to 6%
1000' for road grades under 4%



C6.10 – PREWORK CONFERENCE (10/04). Annually, prior to commencement of work, a prework conference will be held to discuss contract terms and work performance requirements. Also at this meeting such things as responsibility under OSHA, and procedures for how undesignated timber that may have to be added to the contract (including danger trees) shall be discussed and documented.

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

C6.23 – PROTECTION OF LAND SURVEY MONUMENTS (10/04). Forest Service shall appropriately designate on the ground all known survey monuments including but not limited to horizontal control stations (Triangulation Stations), vertical control stations (Bench Marks), property corner monuments, and all Public Land Survey System monuments. This shall include reference monuments, corner accessories such as bearing trees, line trees and line posts. Identifying signs shall be posted by Forest Service on two sides of each known bearing tree and each line post shall be posted with a metal sign or decal. Line trees may be cut if designated under B2.3.

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

Purchaser shall protect all known survey monuments, witness corners, reference monuments, bearing trees and line markers against avoidable destruction, obliteration or damage during Purchaser's Operations. Additional monuments or objects discovered on the area shall be promptly reported to the other party and shall also be protected. If any known monuments, corners, corner accessories, and survey or property line markers are destroyed, obliterated or damaged during Purchaser's Operations, Purchaser shall employ a registered professional land surveyor to reestablish or restore at the same location the monuments, corners, corner accessories or line markers. Such surveyors shall use procedures and monumentation that accords with the Bureau of Land Management Manual of Instructions for the Survey of the Public Lands of the United States for General Land Office surveys and any applicable State statutes concerned with land surveys. Purchaser's agent shall record such surveys in accordance with state survey statutes.

C6.316# – LIMITED OPERATING PERIOD (5/05). Except when agreed otherwise in writing, Purchaser's operations shall be limited as follows:

- Felled timber meeting utilization specifications in A.2 including clearings from road construction and/or reconstruction shall be hauled within 90 days of felling.
- All harvest activities in ground based harvest units will occur when soil profile is dry or frozen. To determine when the soil is dry a test pit should be dug to an 8 inch depth. The

soil at the bottom of the pit should crumble in your hand (if the soil is moist, it will clump together). During winter logging activities, ground based equipment shall operate on a snow layer of 12 inches of settled snow or when the ground is frozen.

Attachment B6.33

10/01

LOGGING AND MAINTENANCE OPERATIONS SIGNING STANDARDS

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

SIGN STANDARDS

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

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

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

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

SIGN PLACEMENT

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

LATERAL CLEARANCE

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

HEIGHT

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

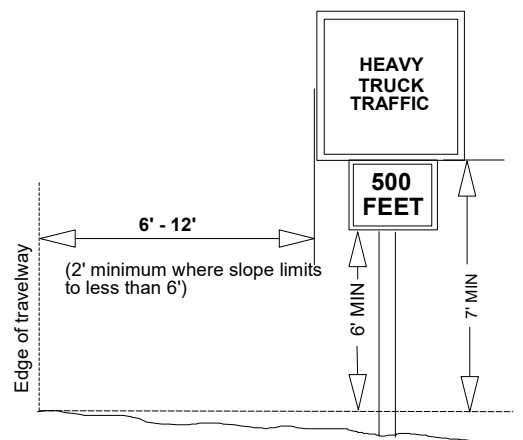


Figure 1: Sign Placement Dimensions

PLACEMENT DISTANCE

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

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

Figure 2: A Portion of MUTCD TABLE II-1

SIGN SUPPORTS

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

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

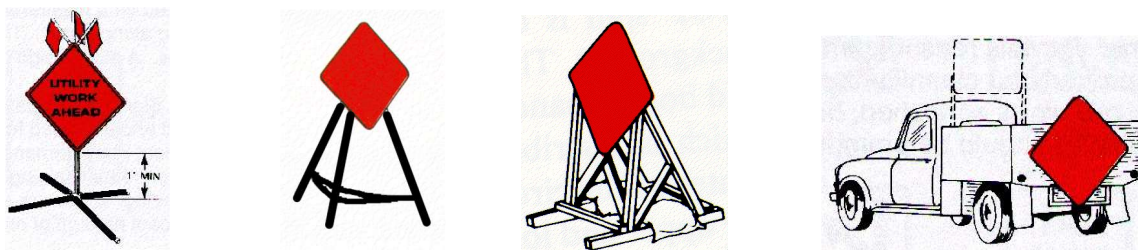


Figure 3: Examples of Temporary/Portable Supports

SIGNS

The following signs meet the intent of Timber Sale Contract Provision B6.33, SAFETY.

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



FG20-1-48*



FG20-2-48



FG20-3-42*



FG20-3a-42



FW22-3-30



FW20-1-30*



W21-3-30*



FW21-4a-30



FW11-7-24



W22-1-36*



FW8-6-24



FW11-9a-24



W7-3a-24*



W13-1-18**



W20-7aP-24*

* Specify Distance

** Specify Speed



BM-L-O



BM-R-O

Barricade Markers (See MUTCD for length and stripe size)

C6.332 – SAFETY (TIMBER HAULING) (1/18). Purchaser 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, unless State Code safety standard specifies otherwise.

C6.338 – SAFETY (POWER LINE). (04 /01/ 2005) The following practices shall be followed when operating under or adjacent to the high voltage power transmission line.

1. Trees located under conductors shall be evaluated by the Purchaser on a tree-by-tree basis to determine the safest direction of fall.
2. Trees located near the edge of the right-of-way are to be felled away from the closest conductor.
3. Log decking is not allowed on the right-of-way.
4. Log trucks and equipment are not to be loaded or parked on the right-of-way.
5. Slash and debris burning is not allowed on the right-of-way.
6. Fueling of vehicles or equipment is not allowed on the right-of-way. If a vehicle or equipment is on the right-of-way and cannot be moved for fueling, the vehicle or equipment must be positioned at least 70 feet horizontal distance from the conductor, and a jumper wire must be attached between the fuel supply source and the vehicle being fueled.
7. Road and skid trail locations must be at least 50 feet from the legs of steel transmission line structures, and least 25 feet from wood pole transmission line structures.
8. No equipment or personnel shall be over 14 feet above the ground when below the transmission line. An exception to this may be made when passing under a line that is spanning across a canyon where the line is obviously several times higher than the normal spans.
9. BPA does not recommend that anyone attempt to calculate how close he or she can come to a transmission line.
10. High lead or skyline yarding across the right-of-way is not allowed.
11. Personnel or equipment shall not come in contact with the conductor if the conductor is on the ground.
12. Purchaser shall keep timber sale roads reasonably free of equipment, products, and debris. The Bonneville Power Administration (BPA) and Avista Corporation may need to have road access for emergencies. Reasonably free means that the road can be cleared

within one hour of notice and roads will be left clear and passable when Purchaser or contractors leave the area for more than an hour at a time.

13. Any swing trail that is constructed shall be closed in the same operating season.
14. Haul roads shall remain a minimum of 50 feet from the point where steel lattice tower legs enter the earth. If this clearance cannot be met, use of road may be permitted if adequate protection for BPA structures from vehicles is provided by the use of guard devices (guard rails, posts, Jersey-type barriers, etc.). If guard devices are used, their location and design must be approved by the BPA.
15. Yarders used near the power line shall be grounded with copper wire attached to a copper rod pounded six to eight feet into the ground. Skyline cables shall be grounded at the tail hold as described above. Chokers shall be allowed to hit the ground before they are touched. Track mounted equipment is recommended near transmission lines to drain off induced voltage. If rubber mounted machines are used, a chain shall be dragged behind on the ground to drain off voltage. Maintain a minimum separation of 20 feet between equipment and transmission line conductors.
16. Flammable materials shall not be stored on the right-of-way
17. Power lines sag on warm days or when they are weighed down by snow or heavy frost. Lines that span long distances have greater potential to sag. The distance between equipment and power line cables in the same place can be different with different conditions.
18. Log trucks shall not be loaded to a height greater than 14 feet above the roadbed. If a tree comes in contact with the transmission line, do not attempt to remove it. Contact BPA Dittmer Dispatcher or the Avista Corporation immediately.
19. For extreme safety hazard trees near the transmission line, and with advance notification, BPA or the Avista Corporation may be able to provide personnel to assist at the work site.
20. If a tree comes in contact with the transmission line and remains in the line, do not attempt to remove the tree. Contact the BPA Dittmer Dispatcher immediately.
21. If a wildfire occurs on the right-of-way contact the BPA Dittmer Dispatcher immediately.
22. If any cable logging system intended for use will be paralleling the transmission line, contact BPA Dittmer Dispatcher or the Avista Corporation.
23. If needed, BPA or the Avista Corporation will provide an on-the-ground liaison to address site-specific problems or questions.
24. Contact BPA and the Avista Corporation (24 hours a day, 7 days a week) for emergency

and non-emergency matters at the following location:

FHI: Robert Zeller (509) 631-0056

FI: Loren Cummins (509) 413-7941 OR

NRS: Craig Fackrell (509) 571-7994

Bonneville Power Administration

Dittmer Dispatcher

Vancouver, Washington

Telephone: (800) 392-0816 or

(360) 693-4703

Avista Representatives:

Hanna Hensley (Manager of Electric Ops) (509) 844-4960

Derek Petersen (Line Crew Foreman) (208) 290-5256

Kevin Robb (Kellogg Area Serviceman) (208) 661-4852

Jackson Denham (Transmission System Forester) (509) 315-6558

C6.339 – ACCIDENT AND INJURY NOTIFICATION (4/05). Purchaser 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 Purchaser's Operations.

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

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

The method of notification shall be agreed to in writing at the prework conference required by provision C6.10.

C6.351# – WASHING EQUIPMENT (1/18). In order to prevent the spread of noxious weeds into the Sale Area, Purchaser shall be required to clean all logging equipment and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks and cars prior to entry on to the Sale Area. This cleaning shall remove all soil, plant parts, seeds, vegetative matter, or other debris that could contain or hold seeds. Only logging and construction equipment so cleaned and inspected by the Forest Service will be allowed to operate within the Sale Area. All subsequent move-ins of equipment to the Sale Area shall be treated in the same manner as the initial move in.

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

In order to prevent the spread of noxious weed species N/A the Sale Area, Purchaser shall be required to clean all logging and construction equipment that operates in N/A prior to the

equipment leaving N/A. Purchaser and Forest Service shall agree on methods of cleaning, locations for the cleaning, and control of off-site impacts, if any.

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

New infestations of noxious weeds, of concern to Forest Service and identified by either Purchaser or Forest Service, on the Sale Area or on the haul route, shall be promptly reported to the other party. Purchaser 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.

C6.4# – CONDUCT OF LOGGING (1/18). Unless otherwise agreed in writing, silvicultural prescriptions and land management objectives shall be conducted and accomplished by the following requirements, methods and procedures:

<u>Cutting Unit</u>	<u>Conduct of Logging</u>
<u>All</u>	Equipment used in the operations of the timber sale or stewardship contract shall meet approved industry safety standards as required by OSHA.
<u>All</u>	Trees shall be felled, insofar as safety permits, to angle in the direction of skidding.
<u>All</u>	Purchaser and Forest Service will agree on felling lead at the time of approval of tractor roads, skid trails and skyline corridors (all skidding and yarding methods).
<u>All</u>	Trees designated for cutting and/or logs will be left as rub trees along skid trails (all skidding and yarding methods) as needed to protect young growth and leave trees.
	<i>Tractor Units</i>
<u>All Tractor Units</u>	The location of tractor skid trails shall be designated on the ground by Purchaser and approved by Forest Service in advance of falling.
<u>All Tractor Units</u>	Tractor skid trails shall be constructed in advance of falling the adjacent timber within the cutting unit.
<u>All Tractor Units</u>	Logs shall be tractor skidded with the leading end free of the ground.
<u>All Tractor Units</u>	Tractors shall be restricted to approved tractor roads and skid trails.

<u>All Tractor Units</u>	Tractor roads and tractor skid trails shall be no less than <u>100</u> feet apart, except where converging.
<u>All Tractor Units</u>	Skidding shall only occur during dry soil conditions as determined by the Forest Service. OR Tractor Skidding is allowed only over <u>12</u> inches of settled snow or frozen ground.
	<i>Cable/Skyline Units</i>
<u>All Skyline Units</u>	The location of all skyline corridors shall be designated on the ground by Purchaser and approved by Forest Service in advance of falling.
<u>All Skyline Units</u>	Skyline corridors shall be constructed in advance of falling the adjacent timber within the cutting unit.
<u>All Skyline Units</u>	Where topography will permit, skyline corridors shall be spaced not less than <u>75</u> feet apart nor more than <u>150</u> feet apart at the point of widest divergence within the cutting unit.
<u>All Skyline Units</u>	Except for lateral yarding, logs shall be yarded with the leading end free of the ground.
<u>All Skyline Units</u>	Skyline corridors shall have only those trees cut that are necessary to allow the safe free passage of the carriage and turn of logs.
<u>All Skyline Units</u>	When rigging is attached to residual trees, tree plates or similar protective devices shall be used and removed when rigging is removed.
	<i>Mobile Tailholds</i>
<u>All Skyline Units</u>	The location of machine trails (excavated or overland) needed to access mobile tailhold locations shall be designated on the ground by Purchaser and approved by Forest Service in advance of construction or use.

C6.41# – SPECIAL FELLING REQUIREMENTS (10/04). Unless otherwise agreed in writing, the following special requirements shall be met in felling timber designated for cutting:

Cutting Unit	Item or Area to be protected	Protection Measure

All	Soils	Mechanized felling and skidding, shall be approved in advance and will only be approved on slopes under 40 percent. Where slopes within an activity area contain short pitches greater than 40% but less than 150 ft in length, ground based equipment may be allowed, as designated by Timber Sale Administrator.
All	Fire Reduction	Directional felling is required to avoid slash falling outside of the units.
Units 72, 74A, 88	Soils	<p>Cable assisted equipment can include a variety of machines (skidder, feller-buncher, harvester, forwarder) and refers to the mechanized winch that maintains consistent tension to increase machine stability and operability. Use of cable-assisted harvesting, also known as tethered harvest, is permissible within the Character Salvage project with limitation. The following units have been vetted by the forest soil scientist for disturbance and mass failure concerns and cleared for cable assisted logging systems: Units 72, 74A, 88</p> <p>Use of cable assisted harvest systems may be implemented in other salvage units only after agreements between the purchaser and the Contracting Officer. Cable assisted systems are not proposed as a required system in any unit.</p>

C6.6 – EROSION PREVENTION AND CONTROL (10/04). Unless otherwise agreed in writing, Purchaser shall complete erosion prevention and control work required in section B6.6, including Streamcourse protection, within 15 calendar days after completion of skidding and/or yarding operations for each landing.

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

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

When operations are active outside the Normal Operating Season defined in A16, erosion control work will be kept current and will be completed as soon as practicable.

C6.602# - EROSION CONTROL SEEDING (04/02/18). Following completion of skidding and yarding operations in an area, Purchaser shall seed and fertilize all exposed areas of raw soil on skid trails, landings, firebreaks, slides, slumps, Temporary Roads and traveled ways of National Forest system roads scheduled for stabilization by Purchaser after operations. Special Provision CT5.419# - SYSTEM ROAD STABILIZATION contains a list of the roads requiring seeding and fertilizing. Forest Service is responsible for supplying grass seed to purchaser upon written request.

Soil on areas to be seeded shall be left in a roughened condition favorable to the retention and germination of the seed or as specified in Special Provision CT6.633# - TEMPORARY ROAD, SKID TRAIL/SKID ROAD AND LANDING SCARIFICATION.

Seed and fertilizer shall be spread evenly at the rate of 20 pounds of seed and N/A pounds of fertilizer per acre. When fertilizer and seed are applied in separate operations, the second operation shall be carried out within 72 hours of the first.

Application shall be during the period April 15 to June 15 and under the above specified conditions unless otherwise approved.

The kinds and amounts of seed to be used is listed in the following table:

Species of Seed	Pounds per Acre
PROVIDED BY FOREST SERVICE	20

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

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

Upon receipt of written request, Forest Service shall supply grass seed to purchaser within 5 days excluding weekends and Federal holidays. Amount of seed requested shall be in 50lb increments and only for areas that require erosion control seeding and Specified Road segments that require soil stabilization as approved by the Forest Service.

C6.632# – TEMPORARY ROAD AND TRACTOR ROAD OBLITERATION (2/02). Notwithstanding the provisions of B6.63 and B6.65, unless otherwise agreed, temporary roads accessing n/a or Cutting Unit(s) 68 and tractor roads within All Units or Cutting Unit(s) N/A constructed for use with this sale shall be obliterated after they have served the Purchaser's purpose. Obliteration shall consist of recontouring road prism including all cut and fill slopes to natural ground contour. Equipment will not be permitted to operate outside the clearing limits. In addition, from 10 to 20 tons per acre of clearing or logging slash, stumps or other woody debris shall be placed and scattered uniformly on the top of the recontoured corridor.

C6.633# – TEMPORARY ROAD, SKID TRAIL/SKID ROAD AND LANDING SCARIFICATION (2/02). Unless waived in writing by the Forest Service on specific roads, skid trails/skid roads or landings, all landings, skid trails/skid roads, and Temporary Roads constructed or used by Purchaser shall be scarified by the Purchaser following use.

Scarification shall span the width of the compacted areas and shall be done to a depth of not less than 6 inches, but not to exceed a depth of 14 inches, and must effectively prepare the ground for seeding.

Scarification shall be done during the period N/A to N/A unless otherwise approved. No scarification work shall be done during wet weather or when the ground is frozen or otherwise unsuitable.

C6.661 – CURRENT OPERATING AREAS (10/04). Unless waived in writing by Forest Service, Purchaser shall remove accumulations of slash and logging debris in operating areas from system roads prior to the end of Normal Operating Season. Slash and logging debris in excess of three (3) feet in length and three (3) inches in diameter shall not remain on backslope, in ditches, or on traveled way, shoulders or turnouts. Debris shall be scattered downslope from the roadbed, avoiding any concentrations. When weather permits operation after Normal Operating Season, Purchaser shall keep such work on any additional disturbed areas as current as practicable.

C6.7# - HAZARD REDUCTION AND SITE PREPARATION (4/21). Purchaser's timing of product removal, hazard reduction and site preparation shall not unnecessarily delay Forest Service slash disposal, site preparation or reforestation. Purchaser shall perform hazard reduction and site preparation work in accordance with the Hazard Reduction and Site Preparation Plan and Map which are attached hereto and made a part hereof. Such work is in addition to Required Deposits for slash disposal.

**HAZARD REDUCTION AND
SITE PREPARATION PLAN**

GENERAL

Unless otherwise stated below, “Logging Slash” consists of material created by Purchaser’s Operations directly related to the removal of included timber.

Slash disposal shall be kept current and completed in each cutting unit as stated below, unless otherwise agreed to in writing.

Annually, prior to start of logging, Purchaser shall submit a supplement to the Plan of Operations for Forest Service approval that shall include a schedule for completion of slash treatment on the various portions of the sale area. This schedule may be included as part of the annual Operating Schedule. Purchaser shall submit a revised schedule when Purchaser proposes a significant deviation from the progress schedule.

UNIT SPECIFIC

Slash Treatment Methods:	Specifications:
<u>Slash Throwback Cutting Units All Units</u>	Purchaser shall move all logging slash <u>3</u> inches diameter or larger at the large end created outside of the cutting unit boundary by Purchaser’s operations to locations at least <u>50</u> feet within the boundaries of the cutting units.
<u>Landing Cleanup Cutting Units : All Units</u>	<p>A landing is considered a place where any logs or products are gathered for processing and/or loading. Unless otherwise agreed, all slash accumulated at landings shall be piled. Piles shall be reasonably compact and free of soil to facilitate burning. Piles shall be of a size and location which will not impair road use or result in damage to residual timber. The piling of landings will be done by a grapple-type loader, excavator or as otherwise agreed to by Forest Service.</p> <p>Piles shall be located at least <u>25 feet</u> from residual timber. Piles shall range from <u>15 feet</u> to <u>40 feet</u> in diameter with <u>8 feet</u> to <u>20 feet</u> height. All objects which extend more than <u>5 feet</u> in any direction from the pile profile will be cut off and returned to the pile.</p>
<u>Whole Tree Yarding Cutting Units All Units</u>	Whole trees shall be skidded or yarded to landings. Purchaser shall leave tops and limbs of felled trees attached to Included Timber.

C6.71 – CHANGE IN SLASH TREATMENTS (3/90). Slash treatment measures required in accordance with the Hazard Reduction and Site Preparation Plan and Map may be changed upon written agreement. The Forest Service shall determine the current cost of performing the work to be deleted and the work to be added. When the cost of work deleted exceeds the cost of work added, the agreement shall provide for a lump sum payment to the Forest Service for the amount of the difference.

C6.753 – TEMPORARY ROAD CONSTRUCTION SLASH DISPOSAL (10/82). Unless agreed otherwise in writing, Temporary Road slash shall be disposed of or treated in accordance with the following:

- A. All timber within the road clearing limits which contains a product meeting the minimum piece specifications stated in A2 shall be felled (not pushed over) and bucked in advance of road construction. All timber shall be felled within the clearing limits whenever it is feasible to do so.
- B. Timber within the clearing limits not meeting minimum piece specifications in A2 and other debris from the clearing and grubbing operations more than three (3) inches in diameter and three (3) feet in length shall either be (a) utilized and removed from Sale Area, (b) burned within the right of way, (c) removed to designated locations shown on Sale Area Map for burying or later burning, (d) buried, (e) processed through a chipping machine, (f) scattered in such a manner as to avoid concentrations of slash and without damaging other trees or resource values, (g) decked, or (h) a combination thereof.
- C. All material to be treated or disposed of shall be bucked into lengths not to exceed 20 feet before being piled or buried.
- D. If debris is to be burned, burning shall be complete and shall be done at such times and in a manner approved in writing by Forest Service. Residual construction slash from burning shall be buried, scattered or removed to agreed locations.
- E. Debris to be buried shall be placed in prepared holes, benches, or trenches at agreed locations and covered with not less than two (2) feet of native soil or rock. Slash and debris may be buried in the roadway providing hauling can be supported and providing there is little probability or hazard of slope failure.
- F. If debris is to be chipped, the chips shall be spread over the surface of the ground in such a manner that their loose depth does not exceed six (6) inches. Chips may be mixed with soil within roadway.
- G. Slash and debris may be scattered in those situations where the volume of slash or residual slash is relatively light and the adjacent stands of timber are sufficiently open to accommodate the scattering without damage.

H. If material is decked, logs not meeting Utilization Standards that are six (6) inches or more in diameter shall be bucked into lengths not to exceed 32 feet and piled at agreed locations.

C6.801 - SCALING (NON-SAWTIMBER) (7/20). A Non-sawtimber log, is a log meeting or exceeding minimum specifications in A2 for Non-sawtimber and shall be any log or portion of a tree, except western red cedar, dead or alive, not meeting Sawtimber Product specifications shown in A2 and either:

- 1) Contain at least 50 percent pulpable wood in terms of gross cubic volume. Normal Sawtimber scaling defects such as stain, shake, checks, crook, sweep, burls, knot clusters, pitch, worm holes, and firm rot are considered pulpable. Fire char is not considered pulpable. Defective logs that will break up under normal debarking operations are not considered pulpable.
- 2) Can be converted into other products such as fuelwood, posts, poles, rails and house logs. Defective logs that will break up under normal delimbing and loading operations and that cannot be hauled using industry standard log truck configurations are not considered merchantable.

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

When Non-sawtimber logs are manufactured and marketed in shorter minimum piece lengths than shown in A2, this shorter log shall be considered as meeting Utilization Standards.

C6.822 – PRESENTATION FOR WEIGHT SCALING (4/13). To facilitate the requirement of B6.82 that loads be presented so that they may be scaled in an economical and safe manner, and to aid in the accountability requirements of C6.840 or C6.848, Purchaser, unless otherwise agreed in writing, shall:

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

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

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

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

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

C6.823 – VOLUME DETERMINATION (4/13). Volume determination shall be based on Weight Measurement unless otherwise agreed. Products shall be weighed on certified scales at locations approved by Forest Service. The weight slip, showing sale name, Load Removal Permit number, date and time weighed, and the gross and tare weights, shall be attached to the Scaler Permit and placed in the location(s) designated by the Forest Service.

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

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

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

C6.840 – WEIGHT ACCOUNTABILITY (3/12). Products shall be accounted for as follows:

A. Requirements Applicable to Purchaser's Accountability Obligations:

- a. Where Purchaser's product accountability responsibilities are concerned, all operations performed by Purchaser's employees, agents, contractors, subcontractors, their employees or agents, Purchaser's obligations shall be the same as if performance is by Purchaser.

B. Requirements Applicable to Product Removal Book:

1. Forest Service:

- a. Forest Service will issue to Purchaser or designated representative(s) serially numbered Product Removal Permit Books for use only on this sale. Product Removal Permit Books whether used or unused are accountable property of Forest Service and shall be returned to issuing Ranger District in accordance with instructions contained on the inside cover of each book.

2. Purchaser shall require:

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

C. Requirements Applicable to Weight Slips:

1. Purchaser shall assure that:

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

C6.849 – ROUTE OF HAUL (4/13). As part of the annual Operating Schedule, Purchaser shall furnish Forest Service both a map and a written general plan for hauling Included Timber from Sale Area. The plan shall set forth:

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

Such route of haul shall normally be the shortest, most economical haul route available between the points. Forest Service written approval of the haul route(s) and weight scales is required prior to commencement of Purchaser's hauling operations. The designated weight scales must meet the

requirements contained in Standard Provision B6.814 at each weighing facility the Purchaser wishes to use.

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

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

C7.2 - NORMAL PRECAUTIONS (3/21). Specific fire precautionary measures are set forth below. Upon request of Forest Service, Purchaser shall permit and provide an individual to assist in periodic testing and inspection of required fire equipment. Purchaser shall promptly remedy deficiencies found through such inspecting and testing.

The following requirements specified by the state of Idaho shall apply during the period stated in A12 and during other such periods as specified by Forest Service.

Idaho STATE OF IDAHO REQUIREMENTS INCORPORATION BY REFERENCE.

Spark Arrester Guide – General Purpose and Locomotive (GP/Loco), Volume 1, September 2012, 1251 1809-SDTDC as revised and updated.

Spark Arrester Guide – Multiposition Small Engine (MSE), Volume 2, August 2012, 1251 1808- SDTDC as revised and updated.

Spark Arrester Guide – Off- Highway Vehicles (OHV), Volume 3, April 2012, 1251 1805-SDTDC as revised and updated.

2. DEFINITIONS

Block: A piece of logging equipment where steel rope or cable is actively turning the block's pulley and used as part of a cable logging/yarding system for the specific purposes of establishing tail hold anchor points, intermediate support of main lines, or carriage haul-back capability for the purposes of yarding or hauling of logs to a log landing for transportation to a mill or processing facility.

Cable or Cable Assisted Logging: A harvest system for felling or yarding of forest product materials consisting of the use of a cable assisted harvester or the use of a yarder, spar tree, or

intermediate support with motorized or non-motorized carriage to transport logs to the landing for further processing purposes.

Metal Tracked Harvester: Any machine with metal tracks used to fall, bunch or process trees into forest products at the stump.

Serviceable: In good working order and fully functioning to perform the primary job intended for extended periods of time.

3. SPARK ARRESTERS.

Requirements. Steam or internal combustion engines must be equipped with properly installed, maintained, and effectively working spark arresters that comply with the standards set forth in the San Dimas Technology and Development Center's "Spark Arrester Guide(s).")

Exemptions. The following are exempt from the requirements:

- a. Turbo-charged internal combustion engines in which one hundred percent (100%) of the exhaust gases pass through the turbo-charger.
- b. Engines of passenger-carrying vehicles and light trucks, equipped with baffle-type muffler and tailpipe through which all exhaust gasses pass, that are kept in good repair.
- c. Engines of heavy-duty trucks equipped with a vertical exhaust stack and muffler extending above the cab of the vehicle.
- d. Engines of water pumping equipment used in firefighting.
- e. Engines of helicopters and other aircraft.

4. FIRE TOOLS AND FIRE EXTINGUISHERS.

Basic Fire Cache. Purchaser will have available for firefighting purposes the number of tools and tool boxes set forth in Table 1. Purchaser's Operations having more than ten (10) people must use multiples of any of the columns in the table to arrive at a tool distribution equal to or in excess of the number of people in the Purchaser's Operations

TABLE 1

People in Operation	2 - 5	6 - 8	9 - 10
Tool Box	1	1	1
Shovels	2	4	5
Pulaskis	2	4	4

5 gallon pump cans or bladder bags	1	1	2
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a. The tool boxes must be clearly marked “FOR FIRE USE ONLY”; and the tools required must be in a location immediately accessible for firefighting purposes, maintained in a serviceable condition and be fully functional at the time of deployment.

b. Warming Fires or Campfires. Except when in designated developed campgrounds or when traveling as a pedestrian, all persons or parties igniting warming fires or campfires will be equipped with the following:

- i. One (1) serviceable shovel at least twenty-four (24) inches in overall length with six (6) inch or wider blade.
- ii. One (1) water container, capacity one (1) gallon or more.

c. Power Equipment. Each unit of mobile or stationary power equipment other than portable power saws, trail bikes, motorcycles, all-terrain vehicles and similar type vehicles operating must be equipped with a minimum of one (1) chemical fire extinguisher rated by the Underwriters Laboratory as not less than 4-BC and a minimum capacity of 2.5 lbs.

d. Portable Power Saw. Any person using a portable power saw must have the following immediately available for the prevention and suppression of fire:

- i. A fully charged operable fire extinguisher of at least eight (8) ounce minimum capacity.
- ii. A serviceable round-pointed size zero (0) or larger shovel.

5. WATER SUPPLY AND EQUIPMENT.

Purchaser’s Operations using a cable logging system or a metal tracked harvester during the period of July 1st through September 30th annually must provide the following water supply and fire suppression equipment in the Sale Area at an agreed to location.

a. Water Supply.

- i. The water supply must consist of a self-propelled motor vehicle or trailer equipped with a water tank containing not less than two hundred (200) gallons of water.
- ii. Trailers used for this purpose will be equipped with a functional hitch attachment and have a serviceable tow vehicle immediately available to provide for timely fire suppression response.

b. Water Delivery.

- i. Water pump. The size and capacity of the water pump must be sufficient to provide a discharge of not less than twenty (20) gallons per minute when pumping through fifty (50) feet of hose of not less than three quarter ($\frac{3}{4}$) inch inside diameter with an adjustable nozzle at pump level.
- ii. Hose and nozzle. At least five hundred (500) feet of serviceable hose of not less than three quarter ($\frac{3}{4}$) inch inside diameter and a nozzle.

c. Readiness.

- i. All hose, motor vehicles, trailers, tanks, nozzles and pumps will be kept ready for immediate use during active operations, including fire watch service as set forth in this provision.
- ii. The water supply, pump, a minimum of two hundred (200) feet of hose packaged in a suitable manner for immediate deployment, and the nozzle will be maintained as a connected, operating unit ready for immediate use.

6. FIRE WATCH SERVICE.

Purchaser's Operations that are conducted within a Stage 2 proclamation area must provide Fire Watch Service on the Sale Area.

a. Duties and Requirements. Fire Watch Service consists of at least one (1) person who:

- i. Is constantly on duty for three (3) hours after all power-operated equipment has been shut down for the day.
- ii. Visually observes the operating area where Purchaser's Operations occurred during the day.
- iii. Has adequate equipment for transportation and communications to summon fire-fighting assistance in a timely manner; and
- iv. Immediately responds to fires as required in B7.3 Fire Control, and to initiate such fire suppression actions to suppress the fire within the scope of their knowledge, skills and abilities.

7. CABLE OR CABLE ASSISTED LOGGING.

The following practices and equipment are required when conducting cable logging operations.

- a. Clear the ground of all flammable debris for not less than ten (10) feet slope distance from the point directly below any block.

- b. Prevent moving lines from rubbing on rock or woody material in such a way to cause sparks or sufficient heat that may cause fuel ignition.
- c. Provide a water supply that complies with the capacity, pump, hose, nozzle and readiness requirements set forth in item 5. Water Supply and Equipment.
- d. Provide at each block:
 - i. One (1) pump equipped can or bladder containing not less than five (5) gallons of water; and
 - ii. One (1) round pointed size zero (0) or larger shovel in a serviceable condition

8. BLASTING.

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

9. SMOKING.

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

10. PRECAUTIONS FOR WOOD STOVES

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

11. DEBRIS AROUND BUILDINGS

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

12. STORAGE OF PETROLEUM AND OTHER HIGHLY INFLAMMABLE PRODUCTS

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

13. EMERGENCY MEASURES

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

14. WELDING.

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

C8.64 – DEBARMENT AND SUSPENSION CERTIFICATION (3/18). Pursuant to 2 CFR 180 and 2 CFR 417, Purchaser shall certify and obtain certifications from its Subcontractors regarding debarment, suspension, ineligibility, and voluntary exclusion, including additional Subcontractors obtained after award of this contract. “Subcontractors” are participants in lower tier covered transactions.

Purchaser may rely upon a certification of a prospective Subcontractor that it is not proposed for debarment under 48 CFR 9.4, debarred, suspended, ineligible, or voluntarily excluded from participating in covered transactions or timber sales, unless Purchaser knows that the certification is erroneous.

Purchaser shall keep the certifications of its Subcontractors on file until timber sale Termination Date and any extensions thereof, and will provide a copy at the written request of Contracting Officer. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Subsection. The knowledge and information of Purchaser is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If Purchaser knowingly enters into a timber sale transaction with a person who is proposed for debarment under 48 CFR 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in covered transactions or timber sales, in addition to other remedies available to the Government, Forest Service may pursue available remedies, including suspension and/or debarment.

Contracting Officer shall provide a copy of Forms AD-1047 *Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions* and AD-1048 *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions* to the Purchaser.

Purchaser shall complete form AD-1047 and provide to the Contracting Officer upon request.

Purchaser shall require each subcontractor to complete form AD-1048 and provide to the Contracting Officer upon request.

C8.66# – USE OF TIMBER (OPTION 1) (4/04).

(a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.).

(b) Except for **NONE** determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Purchaser 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, Purchaser 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 Purchaser or affiliates.

(f) Prior to delivering unprocessed Included Timber to another party, Purchaser shall require each buyer, exchange, 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 Purchaser and another party, Purchaser shall furnish to Forest Service a copy of each such agreement. Purchaser 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 Purchaser relating to the termination.

C9.1 – PERFORMANCE BOND. (8/21) As a further guarantee of the faithful performance of the provisions of this contract, Purchaser delivers herewith and agrees to maintain a surety bond in the dollar amount stated in A17, unless the amount is adjusted as provided in C9.11 or B9.13. In lieu of surety bond, Purchaser may deposit into a Federal Depository, as directed by Forest Service under B4.21, and maintain therein, cash in the dollar amount stated in A17.

Any adjustment or extension of time for completion of this contract beyond 1 year may be granted only with the consent of surety on bond or delivery of a new bond. Should the sureties on the bond delivered herewith, or any bond delivered hereafter in connection with this contract, become unsatisfactory to Forest Service, Purchaser shall, within 30 days of receipt of demand, furnish a new bond with surety satisfactory to Forest Service.

C9.11 – BOND REDUCTION. (8/21) Upon Purchaser's written request, Contracting Officer shall redetermine the amount of Purchaser's performance bond to an amount not less than Purchaser's remaining obligations, including the value of Included Timber remaining on Sale Area, plus the estimated cost of uncompleted work required of Purchaser and any unpaid billings due on the timber sale. Contracting Officer shall provide written notice of the redetermined amount to Purchaser and to Purchaser's surety. Similarly, Contracting Officer shall report to Purchaser in writing the amount of deposited cash required thereafter if such deposits exist in lieu of a surety bond.

As soon as security for the performance of this contract or the settlement of Claims incident thereto is no longer necessary, appropriate notice shall be given to surety or deposits that may have been made in lieu of surety bond shall be returned to Purchaser, subject to the conditions in B9.5.