

Sale Name: KettBT

C2.11# - TIMBER SUBJECT TO AGREEMENT (02/1971)

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

Species	Product
DF&O	Grn Bio Cv

that shall be Included Timber upon written agreement.

C2.3# - RESERVE TREES (04/2004)

Notwithstanding the designations for cutting under B2.31, B2.32, B2.33, or B2.34, live or dead DTR and LTM reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Reserve trees are identified by two horizontal bands of white tree marking paint and shall be protected in accordance with C6.32#. Units with reserve trees are shown on Sale Area Map.

C2.35# (OPTION 1) - INDIVIDUAL TREE DESIGNATION (06/2008)

All trees meeting the attached designation by description table, which meet the minimum tree diameter stated in A2 are designated for cutting. Additional timber to be cut, if any, will be designated for cutting in accordance with B2.37.

Leave trees, Marked with two horizontal bands of white tree marking paint, or identified by N/A are not to be cut, unless designated by the Forest Service.

C3.47# - ABNORMAL DELAY (09/2004)

Unless otherwise agreed, felled timber meeting Utilization Standards shall be removed by Purchaser pursuant to B2.2 and shall be presented for Scaling within the time period indicated in the following removal schedule. The number of days shown are consecutive calendar days.

Failure to remove and present such timber for Scaling within the required time limits will be considered abnormal delay, subject to B3.47.

See attached removal schedule.

DESCRIPTION PURSUANT TO C2.35# (OPTION 1) - INDIVIDUAL TREE DESIGNATION (06/2010)

	<u>SUBDIVISION(S)</u>	<u>DxD SPACING</u>	<u>DESCRIPTION OF INCLUDED TIMBER</u>
1	23, 23a, 23b, 24, 24a	18'	Live Douglas-fir, true fir and hemlock within 18 feet of a live Douglas-fir, true fir, or hemlock with a larger DxD stump diameter are designated for cutting. All live trees with a larger stump diameter will remain standing after logging is complete.
2	25, 26, 27, 27a, 27b	16'	Live Douglas-fir, true fir and hemlock within 16 feet of a live Douglas-fir, true fir or hemlock with a larger DxD stump diameter are designated for cutting. All live trees with a larger stump diameter will remain standing after logging is complete.
3	28, 28a	14'	Live Douglas-fir, true fir and hemlock within 14 feet of a live Douglas-fir, true fir or hemlock with a larger DxD stump diameter are designated for cutting. All live trees with a larger stump diameter will remain standing after logging is complete.
4	25g, 25h, 25i, 25j, 26g, 26h	LTM	All live Douglas-fir, true fir and hemlock 7 inches and greater at DBH not marked with two horizontal bands of white tree marking paint above and below stump height are designated for cutting.
5	23, 23a, 28, 28a	DTR	All live Douglas-fir, true fir and hemlock 7 inches and greater at DBH within 90 feet slope distance, measured stump to stump, of tree marked with two horizontal bands of white paint and within the posted unit boundary will be removed.
6	All Units	N/A	Live Douglas-fir, true fir and hemlock within the specified DxD spacing for that subdivision of a live boundary tree of 8 inches or greater in diameter at DxD stump height.
7	All Units	N/A	Leave all western red cedar, incense cedar, sugar pine, western white pine and all hardwoods. These trees will not be included in the spacing. If felled for operational purposes these trees will remain in place unless otherwise agreed to in writing by the Forest Service.
8	All Units	N/A	Leave all trees greater than 38 inches in diameter at DxD stump height and include in spacing. If felled for operational purposes these trees will remain in place unless otherwise agreed to in writing by the Forest Service.

Other Requirements:

9. Down timber from adjacent private land shall be left on site.
10. Wind-thrown or down trees are not included timber within or outside of subdivision boundary.
11. Trees that are determined to be safety hazards shall be felled and left in place unless otherwise agreed to in writing by the Forest Service.
12. All existing orange tree marking paint, within subdivisions, from previous timber sales is not a designation for leave trees or reserve trees. See instructions in C2.3# for specifics for reserve trees.
13. Boundary trees are designated with orange tree marking paint. Boundary trees on subdivision corners are designated with orange tree marking paint and blue boundary cards.
14. Boundary trees shall not be cut, B2.3 Timber Designations, unless otherwise agreed to in writing by the Forest Service.
15. Trees within stream buffers that need to be cut to accommodate a corridor shall be directionally felled into the channel if possible and left in place.
16. Orange painted boundary trees along streams that need to be cut to accommodate yarding corridors shall be directionally felled into the channel if possible and left in place.
17. White painted trees within Group selects (LTM - Gaps) will not be included timber and shall remain standing after logging is complete.
18. White painted trees within Dominant Tree Release (DTR) will not be included timber and shall remain standing after logging is complete.
19. If purchaser premarks units, trees within 50 feet of Forest roads will be marked on the back side of the tree facing away from road, unless otherwise agreed to in writing by the Forest Service.
20. All existing coarse woody debris (≥ 10 " DBH snags, ≥ 6 " diameter down wood) should be retained and protected from disturbance unless removal is required during logging operations to meet safety requirements.

Definitions:

D x D: Designation by description.

D x D Stump Height: Measure at 4" above the ground on the uphill side of the tree. Minimum stump height left for inspection purposes will be 4 inches.

D x D Diameter: Measured at 4" stump height outside the bark of the tree with a diameter tape that is perpendicular to the bole of the tree. Stumps missing all or part of their bark will be measured as presented. Measure to the nearest tenth of an inch.

D x D Spacing: Is measured slope distance at 4" above the ground from the closest point between trees. This does not need to be measured on the uphill side of the tree.

ITM: Individual Tree Mark.

LTM: Leave Tree Mark.

DTR: Dominant Tree Release.

Boundary Tree: A tree with orange paint above and below stump height or a tree with orange paint above and below stump height **and** blue boundary card.

REMOVAL SCHEDULE PURSUANT TO C3.47# - ABNORMAL DELAY (9/2004)

<u>INCLUDED TIMBER</u>	<u>TIME LIMITS</u>
All	60 days after felling is started
All timber decked during construction clearing	60 days after each specified road constructed by Purchaser is initiated
All timber decked during road construction	60 days after Forest Service authorizes Purchaser to use roads pursuant to B5.2

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C4.21# (OPTION 1) - TRANSFER OF PURCHASER CREDIT (07/2001)

The amount of Purchaser Credit earned on National Forest lands which may be transferred to this contract is limited to _____ and from other revested lands within the Forest boundary _____. This limit may be adjusted pursuant to B8.3. Any such adjustment shall be calculated in a manner consistent with the limit computation at time of sale.

Purchaser credit transferred to this contract from other contracts may be used to meet charges for timber subject to B4.2. Transfer of purchaser credit to or from Timber Sale Account shall be made monthly, or at longer intervals, as requested by Purchaser.

C4.211 - DOWNPAYMENT (06/2007)

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 (08/2009)

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.

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C4.4 - PAYMENTS NOT RECEIVED (08/2012)

(a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection 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.

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C5.1# (OPTION 1) - TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008)

In addition to the requirements of B5.1 and B6.63, Purchaser and Forest Service will agree to the design, construction, maintenance, closure, and obliteration of all Temporary Roads.

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

Unless otherwise agreed, if Purchaser's Operations require more than 0 cubic yards of rock for Temporary Roads, landings, or other temporary uses, such rock shall be obtained from commercial sources.

PLANS AND/OR CRITERIA PURSUANT TO C5.1# (OPTION 1) - TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008) See table on following page.

C5.11# - LAND USE AGREEMENTS (07/2001)

Purchaser shall adhere to all requirements and stipulations contained in the agreement(s) in the attached table;

See attached table of agreement(s).

PLANS AND CRITERIA PURSUANT TO C5.1# (OPTION 1) -
TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008)

1	The Forest Service and Purchaser shall agree to temporary road locations and clearing limits prior to construction.
2	Construction or reconstruction of temporary roads shall occur between <u>May 1 and October 31</u> unless otherwise agreed to in writing by the Forest Service. If live streams are present, see C5.1# (Option 1) item number 14.
3	Temporary roads and landings shall be constructed to a minimum width to accommodate logging equipment and to minimize the amount of exposed soil, number of trees cut and the extent of ground impacted by construction.
4	Construction, reconstruction and maintenance of temporary roads and landings should not be done when soils are saturated or runoff occurs. Temporary roads and landings will be maintained in stable condition.
5	All trees to be cut by the purchaser shall be identified and designated for cutting by the Forest Service prior to cutting.
6	On native running surfaces, hauling shall be restricted to when dry conditions exist. Restricted from <u>November 1 thru April 30</u> unless otherwise agreed to in writing by the forest service. Temporary roads used outside the standard operating season may need to be rocked, snow covered or frozen to reduce the potential for offsite erosion.
7	Clearing and grubbing debris shall be scattered in areas designated on the ground by the Forest Service.
8	Straw bales or other agreed upon erosion control devices shall be placed in ditches, as needed, to prevent sediment from entering stream courses. All straw bales will be certified weed free.
9	At the end of each season or prior to extended periods of wet weather, the purchaser shall install drivable drain dips and water bars with a clear outlet on the downhill side <u>and</u> close the road to normal vehicular traffic, B6.63, C6.6#.
10	When a temporary road is no longer needed or before the termination of the contract, the purchaser shall close the temporary road by removing all installed structures, effectively block the road to wheeled motorized vehicles, B6.63, subsoil as necessary and seed with certified seed, C6.6#, and place limbs and woody debris on exposed soil where practical to reduce off site erosion.
11	Methods of closure shall be determined based on existing terrain conditions and needs at the time of closure.
12	Other erosion control measures to stabilize the road and prevent erosion on slopes over 8%, may require a structure approximately every 100 feet. Seed and fertilizer for the road will be in accordance with C6.6#.
13	Culverts shall be placed in all stream courses, along/across temporary roads. Culverts shall be made of corrugated pipe and shall not be less than 18 inches in diameter.
14	Culvert installation in live streams shall take place between <u>June 1 and August 31</u> , C6.315#. During culvert installation in live streams, the streams will be temporarily diverted around the site and biodegradable geotextile cloth will be placed downstream from the site to minimize transport of sediment, unless other methods are agreed to in writing by the Forest Service.
15	Any culverts replaced shall be removed and disposed of by Purchaser off of National Forest lands.

PLANS AND CRITERIA PURSUANT TO C5.1# (OPTION 1) -
 TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008)
 (continued)

16	When a landing is no longer needed or before the termination of the contract, the purchaser shall close the landing by removing all installed structures, effectively block the landing to wheeled motorized vehicles, B6.63, subsoil as necessary and seed with certified seed, C6.6#, and place limbs and woody debris on exposed soil where practical to reduce off site erosion.
17	Landings shall be designed in accordance to B6.422, shall be as small as operationally feasible, and shall be agreed to in writing by the Forest Service.
18	All landings will be designed to provide adequate drainage to protect the adjacent resources.
19	When landings will be vacated but reused within the same year, the purchaser shall install and maintain suitable temporary erosion control and stabilization measures.
20	Do not locate landings on pavement.
21	Existing dispersed camping sites used as landings shall be restored to preexisting conditions after logging operations are complete.
22	Areas to be covered with fill material shall be cleared of logs and cull woody material over 4 inches in diameter and/or 8 feet long.
23	Where <u>side slopes exceed 45 percent</u> , waste material shall be end-hauled to locations authorized in writing by the Forest Service.
24	Fill material and rock used for landings and temporary roads shall come from a weed free rock source.
25	Placement of rock ballast shall not take place unless mutually agreed to in writing by the Forest Service.
26	Rock ballast shall not exceed 4 inches in depth, unless mutually agreed to in writing by the Forest Service. Landing cut and fill slopes shall be left at no steeper than 1 ½ to 1 upon completion of sale operations.
27	All disturbed sites related to the construction, reconstruction and maintenance of temporary roads and landings will require erosion control methods.

TABLE PURSUANT TO C5.11# - LAND USE AGREEMENTS (07/2001)

<u>TYPE OF AGREEMENT</u>	<u>GRANTOR</u>	<u>PURPOSE</u>
Easement	Idanha Lumber Co.	Allow hauling over privately owned portion of Forest Service road 2234-000. Easement includes 33 feet from centerline of road on either side for a total of 66 feet in width.
Easement	Idanha Lumber Co.	Allow hauling over privately owned portion of Forest Service road 2234-280. Easement includes 33 feet from centerline of road on either side for a total of 66 feet in width.

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C5.12# - USE OF ROADS BY PURCHASER (06/1999)

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 the 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:

See Restricted Road List Table.

TABLE PURSUANT TO C5.12# - USE OF ROADS BY PURCHASER (06/1999)

Restricted Road List Table

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
11	Straight Creek	Entire length		R	2
11	Straight Creek	48.92	48.94	R	4
2234	Bruno Meadows	14.77	16.45	U,R	2,3
2234	Bruno Meadows	16.42	16.44	R	4
2234-280		0.00	2.71	U,R	1,3
2234-283		0.00	0.08	U,R	1,3
2234-285		0.00	0.29	U,R	1,3
2234-286		0.00	0.80	U,R	1,3

1. These roads have limited strength and are likely to be damaged if used when adverse weather conditions exist. Use of these roads may occur if additional aggregate or other damage and erosion control mitigating measures are implemented at the expense of the purchaser. Prior to implementation and upon request by the purchaser, the Forest Service will conduct an engineering analysis to determine what additional measures will be required by the purchaser. Purchaser is required to monitor road conditions and erosion control measures and is responsible for performing additional mitigation work if needed. If necessary, haul shall be suspended during periods of heavy rainfall to prevent sedimentation, rutting, ponding, failure of drainage structures or other actions that increase sediment delivery to protected stream courses.
2. "No Commercial Use" on legal holidays or weekends (Friday 6:00 pm through Sunday midnight) from Memorial Day through Labor Day.
3. Unsuitable for haul prior to completion and acceptance of reconstruction and pre-haul maintenance requirements, C5.31.
4. Bridges located at MP 16.42 on Road 2234 and MP 48.92 on Road 11 - Use of Roads by commercial users with loads exceeding Oregon state legal loading for an STP (Single Trip Permit) and that will cross bridges under Forest Service jurisdiction shall apply for a Bridge Overload Use Permit (FSM 7736.05). A state highway overload permit (issued by ODOT, WSDOT) is not a valid permit for crossing Forest Service bridges.

Title and Date of Governing Road Rules Document:

Willamette NF Road Rules
Commercial Road Rules

1992
Effective Date

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C5.13# - ROAD COMPLETION DATE (04/2004)

Construction of Specified Roads shall be completed no later than 10/31/2017; except for earlier construction completion dates for roads listed below:

Road Number	Road Name	Station		Completion Date
		From	To	

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

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(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.

C5.213# - DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES (04/2004)

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

The total amount to be deposited by Purchaser for reconstruction related engineering services to be completed by Forest Service personnel or by public works contract is \$ \$19,548.00. Purchaser shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. In the event a different deposit schedule is agreed to, such deposit shall be due within 15 days after the date of issue indicated on the initial bill for collection, pursuant to B4.4.

The amount of the required deposit will be shown as an associated charge on Purchaser's Timber Sale Account. Forest Service shall retain any unexpended deposit for reconstruction related engineering services.

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

Road or Facility No.	Termini		Engineering Services Completion Date
	From	To	
Road-2234-000	14.77	16.45	10/31/2017
Road-2234-280	0	2.71	10/31/2017

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

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C5.221# - MATERIAL SOURCES (04/2004)

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

Should the designated source, due to causes beyond the control of Purchaser, contain insufficient acceptable material, Forest Service will provide another source with adjustment in accordance with B5.253.

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

When Purchaser elects not to use designated sources and the Schedule of Items lists pit development separately, cost allowance will be reduced under B5.253 when Forest Service determines the work will not be required.

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

Source I N/A, Source II N/A, and Source III N/A.

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

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

See Material Source Table.

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

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

Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials shall be located to facilitate their prompt inspection. Sites on Forest Service administered land, approved by Forest Service, may be used for storage purposes and for the placing of Purchaser's plant equipment. All storage sites provided by Forest Service shall be restored at Purchaser's expense. Purchaser

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shall be responsible for making arrangements for storage on other than Forest Service administered lands.

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

TABLE PURSUANT TO C5.221# - MATERIAL SOURCES

Material	Type of Purchase	Owner(s)	Unit of Measure	Unit Price	Estimated Quantity	Total
		NA				

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C5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

Purchaser shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

See Contract Road Maintenance Requirements Summary Table.

TABLE PURSUANT TO C5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)
 Purchaser shall maintain roads in accordance with the following
 Contract Road Maintenance Requirements Summary:

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications										
	From	To		T803	T811	T813	T831	T834	T836	T838	T839	T842	T854	T891
2234	14.77	16.45	1.68	P					P				P	
2234-280	0.00	2.71	2.71	P		P			P				P	P
2234-283	0.00	0.08	0.08	P	P	P				P		P	P	P
2234-285	0.00	0.29	0.29	P	P	P				P		P	P	P
2234-286	0.00	3.81	3.81	P	P	P				P		P	P	P

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications										
	From	To		T803	T811	T813	T831	T834	T836	T838	T839	T842	T854	T891
2234	14.77	16.45	1.68	P					P				P	
2234-280	0.00	2.71	2.71	P	P	P			P				P	P
2234-283	0.00	0.08	0.08	P	P	P				P			P	P
2234-285	0.00	0.29	0.29	P	P	P				P			P	P
2234-286	0.00	3.81	3.81	P	P	P				P			P	P

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications										
	From	To		T803	T811	T813	T831	T834	T836	T838	T839	T842	T854	T891
2234	14.77	16.45	1.68						P					
2234-280	0.00	2.71	2.71		P	P			P					P
2234-283	0.00	0.08	0.08		P	P				P				P
2234-285	0.00	0.29	0.29		P	P				P				P
2234-286	0.00	3.81	3.81		P	P				P				P

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

Description of work required by the above listed T-specs is shown in the following
 ROAD MAINTENANCE REQUIREMENTS SPECIFICATION table,
 and included in the timber sale contract.

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO C5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

Column No.	Heading	Entry	Explanation
	Any	Blank	Except as otherwise described, no entry indicates Purchaser is not authorized or required to perform the work item(s).
	Any	RC	This work requirement applies only when haul of sale related construction materials occurs.
2	Special Project Specification	Number	Entry indicates Special Project Specification which applies.
3	Travel Way	EX	Purchaser shall maintain the traveled way to the width existing upon entry, or at the completion of Specified Road work.
		Numbers	Purchaser shall maintain the traveled way to the standard width indicated by the entry, plus curve widening, in accordance with Section T-811. If required, the road template shall be shaped to this width and to the designated cross slope before haul and during recurring maintenance.
		IS, C, OS, F, or AI	Cross slopes are designated as: IS (Inslope), C (Crown), OS (Outslope), F (Flat), AI (As Is).
		A or B	If compaction is required.
4	Brush and Log Out	Numeric & R and or L	Purchaser shall remove brush for specified width on either or both the right (R) side or left (L) side of road.
		As Staked	Limits of brushing are as staked or marked in the field.
		OPT	Purchaser may use hand or mechanical means of brushing.
		H	Only hand brushing may be used.

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO C5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

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

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION TABLE PURSUANT TO
C5.31# - ROAD MAINTENANCE REQUIREMENTS (7/01)

Road No	1		2	3			4	5	6			7	8	9						
	Termini			Specification	Travel Way				Brushing and Log Out	Surfacing (CY)	Dust Abatement			Seasonal Maintenance	Snow Removal	Post Haul				
	Width	X Slope			Comp	Product					Applic. Rate					Width	Block	Treat		
2234	14.77	16.45											TS							
2234-280	0.00	2.71		EX	AI			300*					TS							
2234-283	0.00	0.08		EX	AI		5 ft L & R from road edges OPT	20*				W**, B**	TS	PR**	PR***					
2234-285	0.00	0.29		EX	AI		5 ft L & R from road edges OPT	30*				W**, B**	TS	PR**	PR***					
2234-286	0.00	3.81		EX	AI		5 ft L & R from road edges OPT	100*				W**, B**	TS	PR**	PR***					

* Obtain all surfacing material from commercial source or obtain mineral permit from Detroit Ranger Station. Supply surfacing material that matches the size on the road being placed on or as directed by Contracting Officer.

** Construct road closure berm as staked by Contracting Officer.

*** Construct water bars as staked by Contracting Officer.

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C6.24# - SITE SPECIFIC PROTECTION MEASURES (04/2004)

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

Cultural Resource Protection Measures: Cultural resources may or may not exist in this sale. No equipment shall be used within, and directional felling away from all Special Measures Areas (SMA) as shown on sale area map is required.

Wildlife and Botanical Protection Measures: Wildlife resources may or may not exist in this sale. No equipment shall be used within, and directional felling away from all Special Measures Areas (SMA) as shown on the sale area map is required.

Cave Resource Protection Measures: Cave resources may or may not exist in this sale. No equipment shall be used within, and directional felling away from all Special Measures Areas (SMA) as shown on the sale area map is required.

C6.29# - PROTECTION OF HABITAT OF NESTING NON-THREATENED, ENDANGERED AND SENSITIVE RAPTORS (09/2004)

Location of areas needing special measures for protection of nesting non-TE&S raptors, colony nesting birds, and species with designated protection outlined in the ROD for Amendments to Forest Service and Bureau of Land Management Planning Documents Within the Range of the Northern Spotted Owl (1994), are shown on the Sale Area Map and identified on the ground. Measures needed to protect such areas have been included elsewhere in this contract or as follows: N/A

If protection measures prove inadequate or if other such areas are discovered, Forest Service may either terminate the sale under B8.34 or unilaterally modify this contract to provide additional protection regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

In the events of contract modification under this Subsection, Purchaser shall be reimbursed for any additional protection required by the modification, provided that any work or extra protection required shall be subject to prior approval by Forest Service. Amount of reimbursement shall be determined by Forest Service using standard Forest Service rate redetermination methods in effect at time of agreed change and shall be in the form of a reduction in Current Contract Rates unless agreed otherwise in writing. However, in no event may Current Contract Rates be reduced below Base Rates.

C6.315# - SALE OPERATION SCHEDULE (06/1994)

Unless otherwise agreed to between Purchaser and Forest Service, Purchaser's Operations shall be performed in accordance with the following schedule.

See attached schedule.

SCHEDULE PURSUANT TO C6.315# - SALE OPERATION SCHEDULE (06/1994)

	<u>SUBDIVISION</u>	<u>OPERATING CONDITIONS</u>	<u>PURPOSE</u>
1	All	No ground based operations allowed during wet soil conditions. The wet season is typically November 1 through April 30. Operations may be allowed if agreed to in writing by the Forest Service.	To minimize damage to soil resources and residual trees.
2	All	No instream operations, such as culvert replacement and construction of temporary crossings, from September 1 through April 30 unless otherwise agreed to in writing by the Forest Service.	To protect water quality, fish, other aquatic species and habitat.
3	All	No instream operations in perennial streams, such as culvert replacement and construction of temporary crossings, from September 1 through May 31 unless otherwise agreed to in writing by the Forest Service.	To protect water quality, fish, other aquatic species and habitat.
4	All	No construction, re-opening, or hauling on native surface spurs November 1 through April 30, unless otherwise agreed to in writing by the Forest Service.	To protect soil and water quality.
5	All	No road maintenance activities 1000 feet from the North Santiam River on Forest Service roads 1100-000 and 2234-000 from November 1 through April 30 unless otherwise agreed to in writing by the Forest Service.	To protect water quality.
6	All	No hauling Memorial Day through Labor Day weekends Friday 6pm through Sunday midnight. No hauling on Memorial Day, 4 th of July, and Labor Day holidays.	To minimize impacts to recreationists.
7	All	No operations or hauling during the opening weekends of the Cascade Buck/General Cascade Bull Elk rifle seasons. Utilize the current years big game regulations for specific dates.	To prevent disruption of hunters.
8	All	No rock source blasting at the 1168366 and 1168315 pits from March 1 through July 15.	To prevent disruption of nesting spotted owls.
9	24, 24a, 25, 25g, 25h, 25i, 25j, 26g, 26h, 27, 27b, 28, 28a	Consult with Timber Sale Administrator prior to any subsoiling activities.	To allow district archaeologist to conduct surveys.

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C6.32# - PROTECTION OF RESERVE TREES (04/2004)

Purchaser's damage or destruction of reserve trees described in C2.3# will cause serious and substantial silvicultural or other damage to the National Forest. It will be difficult if not impossible to determine the amount of such damage. Therefore, Purchaser shall pay as fixed, agreed, and liquidated damages \$ 500.00 for each dominant tree reserve tree and \$ 500.00 for each LTM reserve tree damaged or destroyed by Purchaser's Operations, in addition to amounts payable under B3.45 and B3.46.

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

C6.405 - ALTERNATE REMOVAL OF INCLUDED TIMBER (05/2005)

Purchaser and Forest Service may agree to alternate removal requirements of Included Timber contained in A2. Alternate removal requirements are to be set forth in an agreement signed by both Purchaser and Contracting Officer. The terms of the agreement binds both parties and becomes part of the timber sale contract.

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

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

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

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

Charges will be debited to the Purchaser's timber sale account.

Upon acceptance of the alternate removal requirements, the Subdivision will be removed from the Sale Area under B6.36.

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

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C6.41# - SPECIFIC REQUIREMENTS (01/2000)

Notwithstanding B6.41, B6.411, B6.5 and B6.61, felling objectives shall be accomplished by the type of felling methods and equipment listed herein. Methods or equipment other than those specified may be approved. For Subdivisions shown in the following table, Purchaser shall submit a cutting plan for Forest Service acceptance, prior to the start of felling operations.

See attached table.

TABLE PURSUANT TO C6.41# - SPECIFIC REQUIREMENTS (01/2000)

	<u>FELLING METHODS</u>	<u>SUBDIVISIONS</u>
1	Snags fell for safety will be left.	All
2	Directionally fell included timber away from streams and subdivision boundaries. Any tree or part of tree felled within a no harvest buffer must be left where felled.	All
3	Orange painted boundary trees along streams that need to be cut to accommodate yarding corridors shall be directionally felled into the channel if possible and left where felled.	All
4	Trees within stream buffers that need to be cut to accommodate a corridor shall be directionally felled into the channel if possible and left where felled.	All
5	Directionally fell included timber away from Special Measures Area (SMA) as shown on Sale Area Map. Any tree or part of tree felled within an SMA must be left where felled.	23b, 27, 27a, 28

	<u>FELLING EQUIPMENT</u>	<u>SUBDIVISIONS</u>
1	Any equipment that will meet all requirements.	All

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C6.42# - YARDING/SKIDDING REQUIREMENTS (04/2003)

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

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

See attached table for requirements.

TABLE PURSUANT TO C6.42# - YARDING/SKIDDING METHODS (04/03)

	<u>GROUND BASED YARDING REQUIREMENTS</u>	<u>SUBDIVISION</u>
1	A ground based yarding system capable of transporting logs 1,800 feet, utilizes an arch or equivalent system for elevating the lead end of the log and a cable drum system with at least 60 feet of bull line.	
2	Ground based yarding equipment shall not operate on slopes greater than 30 percent unless otherwise approved in writing by the Forest Service.	
3	Locations for all ground skidding trails will be approved by Forest Service prior to beginning felling operations.	
4	To protect residual trees and minimize soil disturbance, skid trails shall not be more than 15 feet in width and no closer than 120 feet apart. Where practical, yarding or skidding equipment should travel on slash.	
5	If processor felling occurs, processor will travel on slash.	
6	All ground based yarding equipment shall stay on designated skid trails. All skid trails will be agreed to by the Forest Service prior to use.	23, 23a, 24, 24a, 25, 25g, 25h, 25i, 25j, 26g, 26h, 27,
7	All equipment is prohibited inside of Special Measures Areas (SMA).	27b, 28, 28a
8	All equipment is prohibited within 50 feet from all streams.	
9	Minimize areas of soil disturbance where possible.	
10	All existing coarse woody debris (≥10" DBH snags, ≥6" diameter down wood) should be retained and protected from disturbance unless removal is required during logging operations to meet safety requirements.	
11	In areas having exposed soil, limbs and woody debris may be used in lieu of mulch to cover exposed soil where practical to reduce off site erosion.	
12	At the completion of harvest activities, skid trails shall be waterbarred, subsoiled and seeded with certified seed where practical. Waterbars should have a clear outlet on the downhill side.	
13	Units 23 and 23a can be ground based logged. Included timber in these units will then have to be skyline yarded through unit 23b to the landing on the spur off of Forest Service road 2234-286.	23, 23a
14	When constructing a temporary stream crossing, the purchaser shall: <ul style="list-style-type: none"> • Place bunk logs and slash mats in channel to protect the stream bed and stream banks. • Operate during the dry season. • Remove logs and re-establish stream channel when operations are complete, before the onset of wet weather conditions or at the end of the operating season. • Sub-soil skid trail approaches for a distance of 25 feet on both sides of crossings and spread slash over de-compacted soil when operations are complete or before the onset of wet weather. • Construct water bars at the outer end of de-compacted temporary stream crossing approaches when operations are complete or before the onset of wet weather. 	23, 23a, 24, 28a

TABLE PURSUANT TO C6.42# - YARDING/SKIDDING METHODS (continued) (04/03)

	SKYLINE YARDING REQUIREMENTS	SUBDIVISION
1	A skyline yarding system capable of transporting logs 1500 feet slope distance while achieving one end suspension above the ground, full suspension over waterways and full suspension over stream buffers where possible.	
2	Ground-lead yarding is permitted during lateral yarding, within 100 feet of the tower position and tail tree, and where necessary when crossing an intermediate support. Other locations of ground-lead yarding shall be approved in writing by the Forest Service.	
3	All skyline corridors must be approved by the Forest Service prior to timber felling.	
4	Skyline roads will be spaced no closer together than 100 feet center to center at a point half-way to the end of the road when radial roads are used, and 150 feet center to center where parallel roads are used.	
5	Skyline corridors shall initially be made as narrow as practical, with the corridor being only wide enough to allow free passage of the carriage and turn of logs. Spacing should be set to minimize damage to standing timber as well as the underlying vegetation and soil. The corridor shall normally not exceed 12 feet in width after yarding is complete.	
6	When the haulback line is used in areas of residual trees, haulback blocks shall be used to keep the haulback line as close to the ground as possible, reducing vertical line movement in the haulback line.	23a, 23b, 24a, 26, 27, 27a
7	The haulback line that is attached to the carriage shall be positioned, so that it remains within the skyline corridor. The objective is to protect residual trees by reducing lateral movement in the skyline.	
8	A slackpulling carriage capable of maintaining a fixed position on the skyline during lateral yarding and be able to pass over intermediate supports is required. The carriage must be capable of lateral yarding up to 75' from the skyline.	
9	All equipment is prohibited inside of Special Measures Areas (SMA).	
10	All equipment is prohibited within 50 feet from all streams.	
11	Minimize areas of soil disturbance where possible.	
12	All existing coarse woody debris (≥ 10 " DBH snags, ≥ 6 " diameter down wood) should be retained and protected from disturbance unless removal is required during logging operations to meet safety requirements.	
13	In areas having exposed soil, limbs and woody debris may be used in lieu of mulch to cover exposed soil where practical to reduce off site erosion.	
14	Units 23 and 23a can be ground based logged. Included timber in these units will then have to be skyline yarded through unit 23b to the landing on the spur off of Forest Service road 2234-286.	23, 23a
15	Yard tops attached in skyline portion of subdivision.	24a
16	No prebunching in skyline portion of unit.	27, 27a
17	Prebunching is allowed on slopes less than 30 percent.	23, 23a, 23b, 24, 24a, 26
18	Pre-bunched log piles will be a minimum of 50 feet from ephemeral swales and all stream channels. Feller-buncher and/or processor crossings will be perpendicular to ephemeral swales and channels.	23, 23a, 23b, 24, 24a, 26

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C6.6# - EROSION CONTROL AND SOIL TREATMENT BY PURCHASER (04/2014)

Erosion prevention and control work required by B6.6, shall be completed within 15 calendar days after yarding/skidding operations related to each landing are substantially completed or after Forest Service designation on the ground of work where such designation is required hereunder. Said time limit shall be exclusive of full days lost in Purchaser's Operations due to causes beyond Purchaser's control. Such on the ground designation shall be done as promptly as feasible unless it is agreed that the location of such work can be established without marking on the ground. After September 15, and as long thereafter as operations continue, the work shall be done as promptly as practicable. Damage resulting from Purchaser's Operations due to failure to perform required work shall be repaired by Purchaser.

On slopes greater than 30 percent, erosion control measures will be done with methods other than mechanized equipment, unless otherwise agreed.

Where soil has been disturbed or displaced on Sale Area by Purchaser's Operations and where measures described in B6.6 will not result in satisfactory erosion control or where subsoiling is shown on Sale Area Map, the following shall be performed. If applicable, timing of the work shall be coordinated with required scarification or subsoiling.

(a) Where staked or otherwise marked on the ground by Forest Service, seed, fertilizer, and mulch will be applied as indicated below in the seeding, fertilizing, and mulching schedule. All applications shall be current and done during the period from March 1 - June 1 to September 1 - October 31, unless otherwise agreed to. Applications shall be done only during favorable conditions. If Purchaser and Forest Service agree, seed can be applied and covered within 10 days of ground disturbance, and may be done outside the required periods.

(b) Where shown on Sale Area Map, landings, Temporary Roads and/or skidtrails/roads shall be scarified to a depth of 20 inches to provide a seedbed for grass seed, fertilizer, and mulch. Seed, fertilizer, and mulch shall be spread evenly at the rates shown in the table. When the seed, fertilizer, and mulch are applied in separate operations, the second or third operations shall be within 10 days of the first or second.

(c) Where shown on Sale Area Map, landings, Temporary Roads, and skid trails/roads used by Purchaser shall be subsoiled to a minimum depth of 20 inches, except that Forest Service may agree to lesser depths. Each subsoiler shank shall be equipped with a shoe and wings which has a total width of at least 18 inches. The design of the shank and wings will be such that the treated, compacted soil is slightly lifted and well-fractured rather than plowed, mixed, or displaced. The distance between subsoiler shank passes shall not exceed 36 inches. Treated areas shall span the total width of compaction. Subsoiling shall be kept reasonably current and shall be done during Normal Operating Season unless otherwise agreed.

(d) When agreed to, Purchaser may use alternate methods of erosion control.

Seed shall meet current Forest Service requirements, with the additional requirement that no seed containing any noxious weed seed in excess of established state limitations as listed in the current "State Noxious Weed Requirements Recognized in the Administration of the Federal Seed Act" publication will be used (commonly referred to as the "all states" noxious weed seed list). Seed shall be furnished separately or in mixture in standard containers clearly marked with: (1) seed name; (2) lot number; (3) net weight; (4) percentages of purity and of germination (in case of legumes, percentage of germination to include hard seed); (5) percentage of weed seed content; and (6) certification that no noxious weed seeds in excess of established state standards are present. The contractor shall furnish the Government duplicate signed copies of a certificate, signed by a Registered Seed Technologist or Seed Analyst (certified through either the Association of Official Seed Analysis or the Society of Commercial Seed Technologists), certifying that each lot of seed has been tested in accordance with the Association of Official Seed Analysts Standards within 12 months prior to date of application. This certificate shall include (1) name and address of laboratory, (2) date of test, (3) lot number for each kind of seed, (4) name of seed, (5) percentage of

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germination, (6) percentage of purity, (7) percentage of weed seed content, and (8) certification that no noxious weed seeds in excess of established state limitations are present in any kind of seed.

Legume seed shall be inoculated with approved cultures in accordance with the instructions of the manufacturer.

No seed may be applied without prior written approval by the government.

(e) Purchaser may be required to seed areas disturbed by harvest activities to prevent the spread of noxious weeds, or the establishment of new areas.

See attached application schedule.

APPLICATION SCHEDULE PURSUANT TO C6.6# - EROSION CONTROL AND SOIL TREATMENT BY PURCHASER (04/2014)

SUBDIVISION OR UNIT NUMBER	AREAS A) SKID TRAILS B) FIRELINES C) TEMP. ROADS D) LANDINGS E) OTHER	SEED		FERTILIZER		MULCH	
		APPLICATION		APPLICATION		APPLICATION	
		SPECIES <u>1</u> / MIXTURE	LBS/AC	TYPE <u>2</u> / LBS/AC	LBS/AC	TYPE <u>3</u> / LBS/AC	LBS/AC
All	A, C, D	FS Provided	20	N/A	N/A	N/A	N/A

The Purchaser will be required to pay a co-op deposit of \$.02/Ton for the cultivation and harvest of replacement seed of native species for use on future contracts.

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

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

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

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

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

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

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

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

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

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C6.7 - SLASH DISPOSAL (06/2008)

As used in the following Subsections, the term "slash" is vegetative debris including, but not limited to, cull logs, blasted or pushed-out stumps, chunks, broken tops, limbs, branches, rotten wood, damaged brush, damaged or destroyed reproduction, saplings or poles, resulting from Purchaser's Operations.

Any burning of slash or refuse by Purchaser is subject to C7.201.

Forest Service may agree to substitute methods of slash disposal if such substitute methods will give equally satisfactory results.

Forest Service may waive specific slash treatment requirements. Purchaser's Timber Sale Account will be charged for any slash treatment requirements waived or for work taken over by Forest Service. The amount of such charges will be determined by Forest Service if Purchaser has not begun felling operations. If felling operations have begun, charges will be determined by mutual agreement.

Forest Service may enter into a written agreement with the Purchaser for the Purchaser to complete slash disposal work originally scheduled to be done by the Forest Service. The agreement will describe the work to be completed by the Purchaser, and the value of such work. Value of the work to be done will be based upon the slash disposal plan in which the cooperative deposits were calculated, and will include Forest Service overhead. Any deposits paid by the Purchaser for this work will be credited to the Purchaser's timber sale account. This work is in addition to that required by C6.74#.

Forest Service may also enter into a written agreement with Purchaser for the Purchaser to remove slash from landings, subject to B3.41. Brush disposal deposits paid by the Purchaser for the Forest Service to burn landing piles will be credited to the Purchaser's timber sale account in the amount shown in the brush disposal plan, less the amount needed by the Forest Service for final cleanup of the landings following removal of the landing slash piles by the Purchaser. The credit will be made following the final removal by the Purchaser of all Included Timber, and slash piles, from the Sale Area.

C6.74# - SLASH TREATMENT REQUIREMENTS (02/2002)

Purchaser shall pile, burn, yard, construct firelines or otherwise treat slash defined in C6.7, within designated areas. Work required of Purchaser shall be in accordance with the attached slash plan, specifications, and Sale Area Map.

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

See attached specifications.

SPECIFICATIONS PURSUANT TO C6.74# - SLASH TREATMENT REQUIREMENTS

DETAILED SLASH DISPOSAL PLAN
Kett BT Timber Sale
Willamette National Forest

The following is the detailed Slash Disposal Plan and Specifications:

I. Landing, Temporary Road and Road Surface Piling

All purchaser generated landing slash will be piled. Subdivisions 23, 23a, 23b & 27a will have only the landings piled.

Temporary road slash from Subdivisions 23b, 25, 27, and 28 will be piled at landings.

A. Slash to be Yarded and/or Piled

1. All bark, limbs and other purchaser generated logging debris shall be removed from road surfaces and ditches.
2. All landing slash that is between 1 and 6 inches in diameter and over 2 feet in length shall be piled.
3. Tops and other unutilized material that is greater than 6 inches in diameter and greater than 2 feet in length should be left as is. If material meeting this specification is yarded to a landing, it will be sorted and piled separately of the slash unless otherwise agreed to in writing by the Forest Service.
4. Stumps excavated from temporary road construction will be scattered and shall not be piled. All other slash will be grapple piled along temporary road utilizing future landings and natural openings.

B. Location of Piles

1. Landing slash and other unutilized material will be piled at the landing or other areas agreed to in writing by the Forest Service.
2. Slash piles will be located at least 10 feet from adjacent piles, sort piles and any live tree drip line whenever possible. Piles shall not be built on tree stumps, heat sinks or traveled road surfaces. Piles shall not be located in the bottom of draws, streams, or ditches.

C. Construction of Piles

1. All purchaser generated slash that is between 1 and 6 inches in diameter, and over 2 feet in length, shall be piled in a dome or haystack shape.
2. Piles shall be as compact as possible with the tops and other large pieces stacked parallel with each other, and perpendicular to the slope whenever possible.
3. Piles shall contain minimal soil and non-burnable material. Pile sizes shall range from 12 to 20 feet in height and 12 to 20 feet in diameter. The area around each pile shall be cleared a minimum of 6 feet where possible. Piles should not be wider than they are tall.
4. Slash on landings will be piled with a "lift and pile" technique rather than a "push and pile" technique.

5. After the pile is formed, pole ends protruding from the pile shall be bucked off to aid in water shedding the pile when covered.
6. For safe and efficient operations at landings, to keep landing size small and keep piles from burning too long and hot, besides the top material, any additional larger unutilized material (over 6 inches diameter outside bark on the small end, and at least 5 feet in length) shall be stacked in a parallel position in or besides the same pile as the larger top material, unless otherwise agreed to in writing by the Forest Service.

D. Covering Piles

1. All piles shall be covered with a 100 square foot sheet of black polyethylene plastic film .004 inches thick. The sheeting shall be placed on the upper third of the pile to create a dry location necessary to achieve rapid ignition and combustion. The intent is to generate enough heat in the covered area to propagate combustion throughout the pile. Air flow and sheltering should be taken into consideration when determining location of the covering. The pile shall be covered immediately after the pile has been constructed. Edges of polyethylene plastic film shall be firmly secured to pile with combustible material in a manner which avoids wind and rain displacement, as well as pooling from rain.

II. Grapple Piling

Purchaser is responsible for grapple piling purchaser generated slash in the following subdivisions:

Subdivision 24, 25, 27b, 28, & 28a	Grapple pile entire subdivision.
Subdivision 24a & 27	Grapple pile slash in ground base portion of the subdivision.

A. Slash to be Piled

1. All purchaser generated slash that is between 1 and 6 inches in diameter, and over 2 feet in length, shall be piled in a dome or haystack shape.
2. Slash that is greater than 6 inches in diameter and greater than 8 feet in length should be left as is, unless otherwise agreed to in writing by the Forest Service.

B. Location of Piles

1. All bark, limbs and logging debris from road surfaces and ditches will be scattered on fill slopes below shoulder of road.
2. Slash piles will be located at least 10 feet from adjacent piles, sort piles and any live tree drip line whenever possible. Piles shall not be built on tree stumps, heat sinks or traveled road surfaces. Piles shall not be located in the bottom of draws, streams, or ditches.

C. Construction of Piles

1. Piles shall be as compact as possible with pile material placed parallel to each other.
2. Piles shall contain minimal soil and other non-burnable material. Pile sizes shall range from 8 to 15 feet in height and 8 to 15 feet in diameter. The area around each

pile shall be cleared a minimum of 6 feet. Piles should not be wider than they are tall.

3. Slash throughout the units and along the designated roads will be grapple piled with a "lift and pile" technique rather than a "push and pile" technique.
4. After the pile is formed, pole ends protruding from the pile shall be bucked off to aid in water shedding the pile when covered.

D. Covering Piles

1. All piles shall be covered with a 100 square foot sheet of black polyethylene plastic film .004 inches thick. The sheeting shall be placed on the upper third of the pile to create a dry location necessary to achieve rapid ignition and combustion. The intent is to generate enough heat in the covered area to propagate combustion throughout the pile. Air flow and sheltering should be taken into consideration when determining location of the covering. The pile shall be covered immediately after the pile has been constructed. Edges of polyethylene plastic film shall be firmly secured to pile with combustible material in a manner which avoids wind and rain displacement, as well as pooling from rain.

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C6.815 - THIRD PARTY SCALING SERVICES (04/2004)

Notwithstanding the requirement for Forest Service or parties under contract to Forest Service to provide Scaling services under B6.81, Scaling designated in A10 shall be conducted by a third party Scaling organization approved by Forest Service. Scaling shall be done in accordance with A9 and Purchaser shall bear costs for Scaling service.

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

When an approved alternate Scaling location pursuant to B6.811 does not have an approved third party scaling organization as a commonly used Scaling services provider, Forest Service or parties under contract to Forest Service shall provide Scaling services at the approved alternate location. In such an event, the cost of waived third party Scaling listed in A10 shall be charged to Timber Sale Account.

If Forest Service and Purchaser agree in writing that another party under contract to Forest Service will perform Scaling, the contract will be modified to include C6.816 and Timber Sale Account will be charged for such Scaling.

C6.84 (OPTION 1) - USE OF PAINT BY PURCHASER (05/2005)

Notwithstanding B6.842, use of paint by the Purchaser within the Sale Area in the color(s) used by the Forest Service in the preparation of the sale and administration of the contract will be by written approval of the Forest Service.

C6.840 - ACCOUNTABILITY (04/2014)

Notwithstanding B6.84, when Weight scaled contracts offer products at different rates in A4, each product must be completely removed from a landing or decking area before another product can be removed, unless otherwise agreed to in writing by the Contracting Officer.

C6.851 - WEIGHT OF LOST LOADS (04/2014)

Purchaser shall present all loads for weighing and shall furnish a weight ticket for each load pursuant to a weighing services agreement. Any load for which a weight ticket is not provided, or the weight ticket is incomplete or unreadable, or does not include the Forest Service load receipt number, shall be considered a lost sample load with a net weight equal to the load with the heaviest net weight presented during the billing period, as established by the Forest Service.

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C7.1 - PLANS (09/2004)

The plan shall state how Purchaser's representative or alternates will be contacted in a fire emergency, both during periods of operation and at other times such as evenings or weekends. Purchaser shall certify compliance with specific fire precautionary measures included as Subsections under C7.2 - Specific Fire Precautions, before beginning operations during Fire Precautionary Period (closed season) and shall update such certification when operations change.

If helicopter yarding is required, the plan shall include a schedule of rates mutually agreed to for computing Purchaser costs incurred toward meeting Purchaser's obligations under A14, or for paying for helicopters controlled by Purchaser and used under Forest Service direction for suppressing Operations Fires or other fires on Sale Area, excluding Negligent Fires.

C7.11 - ADDITIONAL AREA OF FIRE RESPONSIBILITY (03/1989)

The area within 200 feet slope distance of the center line of any road constructed or reconstructed under this contract on National Forest lands outside of Sale Area shall be considered as a part of Sale Area in connection with responsibilities under B7.3 and B7.4 until the road has been accepted in writing by Forest Service.

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C7.2 - SPECIFIC FIRE PRECAUTIONS (09/2002)

When the industrial fire precautions level is I or higher, unless waiver is granted under C7.22, specific required fire precautionary measures are as follows:

A. Fire Security.

Purchaser will designate in writing a person or persons who shall perform fire security services listed below on Sale Area and vicinity. The designated person will be capable of operating Purchaser's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of Purchaser's personnel on Forest fires. Such person must report any fire detected to Forest Service within 15 minutes of detection. In lieu of having the designated person perform the required supervisory duties, Purchaser may provide another person meeting the qualifications stated above to direct the activities of Purchaser's personnel and equipment during all fire fighting activities.

Services described shall be for at least 1 hour from the time Purchaser's Operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to Sale Area.

Purchaser shall furnish fire security services based on the predicted industrial precaution level, obtained by Purchaser from the appropriate Ranger District Headquarters. If predictions made after 6:00 p.m. local time, are significantly different than originally estimated, Forest Service will inform Purchaser when changes in fire security services are indicated.

B. Fire Extinguisher and Equipment (on Trucks, Tractors, Power Saws, etc.).

(a) Each yarder or loader equipped with an internal combustion engine or other spark emitting source shall be equipped with a readily accessible fire extinguisher, with an Underwriter's Laboratory (UL) Rating of at least 5 B,C.

(b) All power-driven equipment operated by Purchaser on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C and one "D" handled or long handled round point shovel, size O or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

(c) Equipment required in (a) and (b) shall be kept in a serviceable condition and shall be readily available.

(d) Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long handled round point shovel, size O or larger, except at a landing where a suitable fire extinguisher and shovel are immediately available. The extinguisher will be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

(e) Each helicopter shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C mounted inside the aircraft within reach of the pilot's operating position.

(f) One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on Sale Area that is protected and readily available.

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

C. Spark Arrestors and Mufflers.

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

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

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

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

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

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

D. Fire Tools.

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

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

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

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

E. Tank Truck.

Purchaser shall provide a tank truck or trailer, containing not less than 300 gallons of water, during yarding, skidding, loading, land clearing, right-of-way clearing, mechanical falling, and mechanical treatment of slash. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each operating side during Fire Precautionary Period (closed season), except as provided under B7.21.

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

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agreement.

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

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

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

F. Communications.

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

G. Smoking and Open Fire Restrictions.

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

H. Blasting.

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

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

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

I. Compliance with State Fire Laws.

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

J. Aircraft Communications.

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

Upon discovery or notification of a fire on Sale Area, all aircraft pilots controlled by Purchaser shall

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

K. Logging Block Equipment.

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

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

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

C7.201 - BURNING BY PURCHASER (01/1993)

Notwithstanding the Fire Precautionary Period limitation of B7.2, Purchaser is required to obtain written permission from Forest Service prior to any burning on the National Forest Lands.

C7.22 - EMERGENCY FIRE PRECAUTIONS (09/2004)

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

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

LEVEL INDUSTRIAL FIRE PRECAUTION

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

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

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

III. Partial shutdown - The following are prohibited:

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

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

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

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

IV. General shutdown - All operations are prohibited.

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

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

Closed Season (Fire Precautionary Period): That time period each year when a fire hazard exists as

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described in A12.

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

Loading sites/woods site: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

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

Such waiver, or substitute precautions under B7.21, shall prescribe measures to be taken by Purchaser to reduce the risk of ignition, and/or the spread of fire. The Contracting Officer or Forest Service Representative shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. Purchaser shall assure that all conditions of such waivers or substitute precautions are met.

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

C8.13 - DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTY (09/2004)

Purchaser and Forest Service hereby agree, acknowledge, and accept that there is no expressed or implied warranty provided by the Forest Service that guarantees the Purchaser will be allowed to complete the removal of products sold under the terms of the contract. Upon execution of the contract, Purchaser hereby acknowledges the acceptance of the risk that this contract is subject to interruption or termination as a result of litigation associated with the environmental analysis process used by the Forest Service in the planning of this timber sale. If such interruption or termination occurs due to litigation, Purchaser agrees to accept as full compensation for such interruption remedies pursuant to B8.33, or for termination remedies pursuant to B8.34.

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C8.212 - MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in A20. Purchaser will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Purchaser's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Purchaser's written request for a market-related contract term addition before the expiration of this contract.

No more than 3 years shall be added to a contract's term by market-related contract term addition unless the following conditions are met:

(i) The sale was awarded after December 31, 2006; and

(ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

For each qualifying quarter meeting the criteria in paragraphs (i) and (ii) of this provision, the Forest Service will, upon the Purchaser's written request, add an additional 3 months during the normal operating season to the contract, except no single 3-month addition shall extend the term of a contract by more than 1 year.

In no event shall a revised contract term exceed 10 years as a result of market-related contract term addition.

Additional contract time may not be granted for those portions of the contract that have a required completion date or for those portions of the contract where Contracting Officer determines that the timber is in need of urgent removal or that timber deterioration or resource damage may result from delay.

C8.3# (OPTION 1) - CONTRACT CHANGES (06/2004)

Contract changes involving volumes and/or values will use a weightratio of 3.0334 to convert net CCF cruise volumes to TONS.

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C8.66# (Option 1) - USE OF TIMBER (04/2004)

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

(b) Except for Alaska yellow-cedar 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, exchangee, or recipient to execute an acceptable agreement that will:

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

(iii) Require the execution of such agreements between the parties to any subsequent transactions involving the timber;

(iv) Require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and

(v) Otherwise comply with the requirements of the Act (16 USC 620d).

(g) No later than 10 days following the execution of any such agreement between 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.

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C8.71 - TRIPARTITE LAND EXCHANGE (04/1999)

Purchaser agrees that timber values for which cash payment is required under B4.0 may be applied to any land exchange transaction authorized by law under which the owner of offered lands agrees to accept the money value of timber sold for the value of land granted to the United States.