

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

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

Species	Product
Other Softwood	Sawtimber

that shall be Included Timber upon written agreement.

C2.35# - DESIGNATION OF TIMBER, CUTTING UNIT BOUNDARIES, AND SUBDIVISION/PAYMENT UNIT BOUNDARIES (06/2012)

Trees are designated for cutting under B2.35 only if designated as shown in the Timber Designation table below. The boundaries of Subdivisions/Payment Units and Cutting Units are designated as shown in the Boundary Designation table below. Trees used for boundary designation are not to be cut.

SPECIFICATIONS PURSUANT TO C2.35# - DESIGNATION OF TIMBER. CUTTING UNIT BOUNDARIES, AND SUBDIVISION/PAYMENT UNIT BOUNDARIES

Timber Designation Table

Unit/Subdivision /Area/Payment Unit	Tree Paint Color	Designation or Specification
Sale Area	GREEN	<u>Roadside Hazard Tree.</u> Notwithstanding B2.32 all dead and unstable live trees which are leaning towards a road or are otherwise hazardous to a road, and are sufficiently tall to reach Purchaser's landings or the roadbed of National Forest System roads within Sale Area, shall be felled by Purchaser when Marked in the specified paint color above and below stump height by Forest Service in advance of felling any other timber in the vicinity. Pieces meeting Utilization Standards from such dead and unstable live trees shall be removed unless Purchaser is notified in writing that removal would cause unacceptable damage to areas requiring special protection such as residual timber, roads, administrative sites, streamside management zones, and areas identified on Sale Area Map or on the ground.
Units: 2-3a, 5-32, 33a-36, 38-40, 42, 44- 45, 47-50, 52, 61, 65-66, 304	BLUE	<u>Individual Tree Mark.</u> Individual trees are designated for cutting only if Marked above and below stump height with the specified paint color.
N/A	N/A	<u>Leave Tree Mark.</u> All live trees are designated for cutting unless Marked as leave trees. Leave trees are Marked above and below stump height with the specified paint color. Sale Area Map indicates areas plainly identified on the ground where leave trees are Marked to be left uncut.
N/A	N/A	<u>Wildlife Trees.</u> Notwithstanding the designation for cutting under B2.31, B2.33, B2.34, or B2.35, trees which are identified by standard Forest Service metal wildlife tree sign or painted with the specified paint color on the uphill and downhill side, shall be left uncut. In event such trees are destroyed in Purchaser's Operations, Forest Service may designate alternate trees to be saved.
Sale Area	BLACK	<u>Marked Out Trees.</u> When it is necessary to delete previously marked trees, a unique tree marking paint color will be Marked over or adjacent to the original mark, but will not obscure the original marking. Trees Marked with the original marking paint color and the unique tree marking paint color are not Included Timber.

Unit/Subdivision /Area/Payment Unit	Tree Paint Color	Designation or Specification
N/A		<u>Designation by Spacing C2.351#</u>
N/A		<u>Designation by Species and Diameter, C2.352#</u>
N/A		<u>Designation by Damage Class, C2.353#</u>
N/A		<u>Designation by Row Spacing, C2.354#</u>
Units: 33, 41, 46, 51, 60		<u>Designation by Prescription, C2.355#</u>

Subdivision/Payment Unit Boundary Designation Table

<u>Subdivision/ Payment Unit</u>	<u>Boundary Paint Color</u>	<u>Boundary Designation</u>
All Units	ORANGE	Treatment unit boundaries have been designated with solid BLUE flagging, ORANGE flashers and ORANGE paint above and below stump height. Boundary trees are painted with a stump mark and three diagonal stripes facing into the treatment unit and one stripe on each side of the tree indicating the direction the treatment unit boundary line travels. Boundary trees too small to have three vertical stripes are painted with one vertical stripe. Boundaries are not painted along existing roads.

<p>Equipment Restriction Zones within Riparian Reserves, Units: 3, 3a, 5-6, 10-11, 17, 21, 24-30, 32, 38-42, 45-48, 51-52, 61</p>	<p>N/A</p>	<p>Riparian Reserves are measured from the stream channel to 160 feet slope distance: 0 to 80 feet inner zone; 80 to 160 feet outer zone/equipment restriction zone.</p> <p>Inner Zone: is a no treatment buffer measured from stream channel to 80 feet. Operations are prohibited from entering the inner zone. The inner zone is designated at the unit boundary with solid BLUE flagging, ORANGE flashers, and ORANGE paint (same as described above for unit boundary).</p> <p>Outer Zone/Equipment Restriction Zone: Mechanical Harvesting (MH) and Special Erosion Protection Measures (SEPM) will be required within the outer zone measured from the inner zone at 80 feet to 160 feet from the stream channel. The outer zone is designated with BLUE/WHITE stripe flagging and YELLOW tags facing into the unit labelled "ERZ".</p>
---	------------	--

C2.355# - DESIGNATION BY PRESCRIPTION (05/2015)

Within Subdivision(s) or Cutting Unit(s) 33, 41, 46, 51, 60, as shown on the Sale Area Map, the following criteria shall be used by Purchaser to designate trees and other products for cutting and removal:

- (a) 1/ See next page for Prescription and Prescription Criteria - Table A.
- (b) Additional trees to be cut, if any, are marked by Forest Service with 2/ GREEN tracer paint.
- (c) Cutting unit boundaries and other trees that shall be left uncut are marked by Forest Service with 2/ ORANGE tracer paint.

Purchaser may select cut trees in cutting units 3/ 33, 41, 46, 51, 60 without pre-harvest marking in accordance with the criteria in section (a). If specified in section (a), Purchaser shall mark leave trees in cutting units 4/ N/A with Purchaser's non-tracer 2/ N/A paint for inspection and approval by Forest Service prior to cutting.

Prescription/Associated Cutting Unit #s

Prescription and Associated Cutting Units

Table A

Objectives:

The long-term objective for treatment within this sale is to encourage stand resiliency, accelerate development of late-successional habitat characteristics making the stands less susceptible to large-scale disturbances, such as insects, disease and wildfire.

Designation by Prescription (DxP) within Plantation Units:

Unit Number	Designated Cut Tree Species	Average Basal Area Retention per Acre	Acceptable Range of Basal Area (BA) Retention per Acre	Leave Tree Species Preference	Upper Diameter Limit
33	WF, PP, IC, DF	70 ft ²	60 ft ² -80 ft ²	None	None
41	WF, PP, IC, DF	130 ft ²	120 ft ² -140 ft ²	1.SP 2.DF 3.WF 4.PP 5.IC	≥30" DBH
46	WF, PP, IC, DF	70 ft ²	60 ft ² -80 ft ²	1.SP 2.DF 3.WF 4.PP 5.IC	≥30" DBH
51	PP	70 ft ²	60 ft ² -80 ft ²	1.SP 2.DF 3.WF 4.IC 5.PP	None
60	WF, PP, IC, DF	150 ft ²	140 ft ² -160 ft ²	1.SP 2.PP 3.DF 4.WF 5.IC	None

Sample Mark:

There are 1.0 acre sample marks within units: 41, 51, and 60 that have been marked with ORANGE paint and will be used as a demonstration of the implementation of the prescription. The Prescription Criteria below were developed to guide achievement of these objectives.

Prescription Criteria:

Using a 20 Basal Area Factor (BAF) Leave/Retain trees meeting the average ft² Basal Area as shown in Table 1. Accomplish this by varying the leave tree retention within the ft² basal area range as shown in the Acceptable Range of Basal Area Retention column of Table 1. Conifer trees of merchantable size, as listed in A2, will be counted towards desired basal area retention. Cut trees will comply with the specifications as listed in A2.

Basal Area will be measured at Diameter at Breast Height (DBH). DBH is measured at 4.5 feet above the natural forest floor on the high or

uphill side of the tree at a right angle to the lean of the tree.

1. Retain all predominate trees - all species. These may or may not exist in all plantations.
2. Upper Diameter Limits (UDL): units 41 and 46 have a 30" DBH UDL, trees equal to or greater than 30" DBH are prohibited to be cut within these units.
3. Leave trees should be selected from the largest and healthiest live trees in order of species preference.
4. If two or more trees in close proximity are equal in DBH retain the tree with the largest healthiest crown.
5. All conifer leave trees should have Live Crown Ratio $\geq 30\%$.
 - a. Live Crown Ratio (LCR) is the portion of the tree which is occupied by live healthy crown, expressed as a percent of the total height of the tree. Example; 30% LCR means a 100-foot-tall tree has 30 feet of live crown.

In areas with a large hardwood component the conifer density may be lower than the desired acceptable leave tree BA ranges the overall BA may exceed the Acceptable Range of Basal Area Retention per Acre column of Table 1.

1. Retain ALL Madrone, Black oak and White oak.
2. If needed to meet Acceptable Range of Basal Area Retention, count the largest and healthiest hardwoods greater than 12 inches.
 - a. Two to three (2-3) hardwoods may be counted towards BA retention when swinging a BA plot with a 20 BAF. This would account for 40ft² to 60ft² basal area and will count towards the desired ft² basal area average.
 - b. Hardwood leave trees counted towards the desired basal area retention must have a Live Crown Ratio $\geq 20\%$, root systems must appear to be stable, and trees should be relatively upright (less than 20 degrees lean from vertical between base and highest point).

Inspection plots within areas of hardwood that result in residual conifer BA below the desired range per acre will not count against the desired range listed in the column Average Basal Area Retention per Acre in Table 1.

The area occupied by skid trails will be included in the plots measuring desired BA retention. In order to account for the loss of trees to skid trail construction, tighten the spacing of leave trees within close proximity to ensure that the average range of square feet basal area per acre is maintained. Average BA per acre is determined on a unit as a whole, not on a plot per plot basis.

The Purchaser is responsible for meeting the above Table 1 - Prescription and Prescription Criteria. The leave tree and cut tree selection will be closely monitored by the Timber Sale Administrator. This monitoring will take place during the felling operation.

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.

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.

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.

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

Contract Road Maintenance Requirements Summary

TABLE A

Road No.	Termini		Miles	Applicable PreHaul Road Maintenance Specifications										
	From	To		T801	T802	T803	T804	T805	T806	T807	T808	T809	T810	T811
2S08 XI	MP 0.00	MP 0.37	0.37				P	P		P		P		
2S08 X	MP 0.37	MP 1.26	0.89		P		P	P		P		P		
2S08 IX	MP 1.26	MP 1.85	0.59		P		P	P		P		P		
2S08 VIII	MP 1.85	MP 2.50	0.65		P		P	P		P				
2S08 VII	MP 2.50	MP 2.95	0.45		P		P	P		P		P		
2S08 VI	MP 2.95	MP 4.31	1.36		P		P	P		P		P		
2S08 V	MP 4.31	MP 5.44	1.13		P			P		P		P		
2S08 IV	MP 5.44	MP 6.51	1.07		P			P		P		P		
2S08 III	MP 6.51	MP 7.52	1.01		P			P		P		P		
2S08 II	MP 7.52	MP 8.42	0.90		P			P		P		P		
2S08 I	MP 8.42	MP 8.97	0.55		P			P		P		P		
2S08A	MP 0.00	MP 0.25	0.25			P		P		P		P		
2S08D	MP 0.00	MP 0.06	0.06		P	P		P		P		P		
2S08E	MP 0.00	MP 0.28	0.28			P		P		P		P		
2S08G	MP 0.00	MP 0.68	0.68			P		P		P		P		
2S08H	MP 0.00	MP 0.27	0.27			P		P		P		P		
2S08U	MP 0.00	MP 0.43	0.43			P		P		P		P		
2S08V	MP 0.00	MP 0.33	0.33		P	P		P		P		P		
2S09	MP 0.00	MP 0.74	0.74		P	P		P		P		P		
2S17	MP 0.00	MP 0.20	0.20		P	P		P		P		P		
2S19	MP 0.00	MP 0.36	0.36		P	P		P		P		P		
2S24	MP 0.00	MP 0.59	0.59			P		P		P		P		
2S60	MP 0.00	MP 0.56	0.56			P		P		P		P	P	
2S62	MP 0.00	MP 0.14	0.14			P		P		P		P		
2S81	MP 0.00	MP 0.15	0.15			P		P		P		P		
3S14	MP 0.00	MP 1.20	1.20			P		P		P		P		
3S18 I	MP 0.39	MP 0.75	0.36			P		P		P		P		
3S18 II	MP 0.17	MP 0.39	0.22			P		P		P		P		
3S18 III	MP 0.00	MP 0.17	0.17		P	P		P		P		P		
3S18F	MP 0.00	MP 0.26	0.26			P		P		P		P	P	
3S20	MP 0.00	MP 0.23	0.23			P		P		P		P		
3S26 I	MP 1.20	MP 1.60	0.40			P		P		P		P		
3S26 II	MP 0.99	MP 1.20	0.21		P	P		P		P		P		
3S26 III	MP 0.00	MP 0.99	0.99		P	P		P		P		P		
3S26A	MP 0.00	MP 0.19	0.19			P		P		P		P		
3S37 I	MP 0.12	MP 0.91	0.79		P	P		P		P		P		
3S37 II	MP 0.00	MP 0.12	0.12			P		P		P		P		
3S41	MP 0.00	MP 0.68	0.68			P		P		P		P		
3S42	MP 0.00	MP 0.37	0.37		P	P		P		P		P		
3S47 I	MP 0.00	MP 0.10	0.10			P		P		P		P		
3S47 II	MP 0.10	MP 0.40	0.30			P		P		P		P		
3S47A	MP 0.00	MP 0.40	0.40			P		P		P		P	P	

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

Contract Road Maintenance Requirements Summary

TABLE A

Road No.	Termini		Miles	Applicable During Haul Road Maintenance Specifications										
	From	To		T801	T802	T803	T804	T805	T806	T807	T808	T809	T810	T811
2S08 XI	MP 0.00	MP 0.37	0.37					P		P		P		
2S08 X	MP 0.37	MP 1.26	0.89		P			P		P		P		
2S08 IX	MP 1.26	MP 1.85	0.59		P			P		P		P		
2S08 VIII	MP 1.85	MP 2.50	0.65		P			P		P				
2S08 VII	MP 2.50	MP 2.95	0.45		P			P		P		P		
2S08 VI	MP 2.95	MP 4.31	1.36		P			P		P		P		
2S08 V	MP 4.31	MP 5.44	1.13		P			P		P		P		
2S08 IV	MP 5.44	MP 6.51	1.07		P			P		P		P		
2S08 III	MP 6.51	MP 7.52	1.01		P			P		P		P		
2S08 II	MP 7.52	MP 8.42	0.90		P			P		P		P		
2S08 I	MP 8.42	MP 8.97	0.55		P			P	P	P		P		
2S08A	MP 0.00	MP 0.25	0.25			P		P	P	P		P		
2S08D	MP 0.00	MP 0.06	0.06		P	P		P	P	P		P		
2S08E	MP 0.00	MP 0.28	0.28			P		P	P	P		P		
2S08G	MP 0.00	MP 0.68	0.68			P		P	P	P		P		
2S08H	MP 0.00	MP 0.27	0.27			P		P	P	P		P		
2S08U	MP 0.00	MP 0.43	0.43			P		P	P	P		P		
2S08V	MP 0.00	MP 0.33	0.33		P	P		P	P	P		P		
2S09	MP 0.00	MP 0.74	0.74		P	P		P	P	P		P		
2S17	MP 0.00	MP 0.20	0.20		P	P		P	P	P		P		
2S19	MP 0.00	MP 0.36	0.36		P	P		P	P	P		P		
2S24	MP 0.00	MP 0.59	0.59			P		P	P	P		P		
2S60	MP 0.00	MP 0.56	0.56			P		P	P	P		P		
2S62	MP 0.00	MP 0.14	0.14			P		P	P	P		P		
2S81	MP 0.00	MP 0.15	0.15			P		P	P	P		P		
3S14	MP 0.00	MP 1.20	1.20			P		P	P	P		P		
3S18 I	MP 0.39	MP 0.75	0.36			P		P	P	P		P		
3S18 II	MP 0.17	MP 0.39	0.22			P		P	P	P		P		
3S18 III	MP 0.00	MP 0.17	0.17		P	P		P	P	P		P		
3S18F	MP 0.00	MP 0.26	0.26			P		P	P	P		P		
3S20	MP 0.00	MP 0.23	0.23			P		P	P	P		P		
3S26 I	MP 1.20	MP 1.60	0.40			P		P	P	P		P		
3S26 II	MP 0.99	MP 1.20	0.21		P	P		P	P	P		P		
3S26 III	MP 0.00	MP 0.99	0.99		P	P		P	P	P		P		
3S26A	MP 0.00	MP 0.19	0.19			P		P	P	P		P		
3S37 I	MP 0.12	MP 0.91	0.79		P	P		P	P	P		P		
3S37 II	MP 0.00	MP 0.12	0.12			P		P	P	P		P		
3S41	MP 0.00	MP 0.68	0.68			P		P	P	P		P		
3S42	MP 0.00	MP 0.37	0.37		P	P		P	P	P		P		
3S47 I	MP 0.00	MP 0.10	0.10			P		P	P	P		P		
3S47 II	MP 0.10	MP 0.40	0.30			P		P	P	P		P		
3S47A	MP 0.00	MP 0.40	0.40			P		P	P	P		P		

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

Contract Road Maintenance Requirements Summary

TABLE A

Road No.	Termini		Miles	Applicable Post Haul Road Maintenance Specifications										
	From	To		T801	T802	T803	T804	T805	T806	T807	T808	T809	T810	T811
2S08 XI	MP 0.00	MP 0.37	0.37					P				P		
2S08 X	MP 0.37	MP 1.26	0.89		P			P				P		
2S08 IX	MP 1.26	MP 1.85	0.59		P			P				P		
2S08 VIII	MP 1.85	MP 2.50	0.65		P			P						
2S08 VII	MP 2.50	MP 2.95	0.45		P			P				P		
2S08 VI	MP 2.95	MP 4.31	1.36		P			P				P		
2S08 V	MP 4.31	MP 5.44	1.13		P			P				P		
2S08 IV	MP 5.44	MP 6.51	1.07		P			P				P		
2S08 III	MP 6.51	MP 7.52	1.01		P			P				P		
2S08 II	MP 7.52	MP 8.42	0.90		P			P				P		
2S08 I	MP 8.42	MP 8.97	0.55		P			P				P		
2S08A	MP 0.00	MP 0.25	0.25			P		P				P		
2S08D	MP 0.00	MP 0.06	0.06		P	P		P				P		
2S08E	MP 0.00	MP 0.28	0.28			P		P				P		
2S08G	MP 0.00	MP 0.68	0.68			P		P				P		
2S08H	MP 0.00	MP 0.27	0.27			P		P				P		
2S08U	MP 0.00	MP 0.43	0.43			P		P				P		
2S08V	MP 0.00	MP 0.33	0.33		P	P		P				P		
2S09	MP 0.00	MP 0.74	0.74		P	P		P				P		
2S17	MP 0.00	MP 0.20	0.20		P	P		P				P		
2S19	MP 0.00	MP 0.36	0.36		P	P		P				P		
2S24	MP 0.00	MP 0.59	0.59			P		P				P		
2S60	MP 0.00	MP 0.56	0.56			P		P				P	P	
2S62	MP 0.00	MP 0.14	0.14			P		P				P		
2S81	MP 0.00	MP 0.15	0.15			P		P				P		
3S14	MP 0.00	MP 1.20	1.20			P		P				P		
3S18 I	MP 0.39	MP 0.75	0.36			P		P				P		
3S18 II	MP 0.17	MP 0.39	0.22			P		P				P		
3S18 III	MP 0.00	MP 0.17	0.17		P	P		P				P		
3S18F	MP 0.00	MP 0.26	0.26			P		P				P	P	
3S20	MP 0.00	MP 0.23	0.23			P		P				P		
3S26 I	MP 1.20	MP 1.60	0.40			P		P				P		
3S26 II	MP 0.99	MP 1.20	0.21		P	P		P				P		
3S26 III	MP 0.00	MP 0.99	0.99		P	P		P				P		
3S26A	MP 0.00	MP 0.19	0.19			P		P				P		
3S37 I	MP 0.12	MP 0.91	0.79		P	P		P				P		
3S37 II	MP 0.00	MP 0.12	0.12			P		P				P		
3S41	MP 0.00	MP 0.68	0.68			P		P				P		
3S42	MP 0.00	MP 0.37	0.37		P	P		P				P		
3S47 I	MP 0.00	MP 0.10	0.10			P		P				P		
3S47 II	MP 0.10	MP 0.40	0.30			P		P				P		
3S47A	MP 0.00	MP 0.40	0.40			P		P				P	P	

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

C5.32# - ROAD MAINTENANCE DEPOSIT SCHEDULE (08/2012)

Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Purchaser's performance of road maintenance, Purchaser shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Purchaser's commensurate use of each road listed in the Road Maintenance Plan in C5.31#.

Purchaser and Forest Service may agree in writing on adjustment of such rates. If Purchaser uses roads under jurisdiction of Forest Service other than those listed in the Road Maintenance Plan, Forest Service shall establish rates commensurate with Purchaser's use of such roads.

The Required Deposits for Forest Service work in lieu of Purchaser performance are N/A per Ton for recurrent maintenance, and \$.30 per Ton for deferred maintenance.

The following table lists who Purchaser will make deposits for road maintenance to, and the rate per unit of measure of the deposit. The Road Maintenance Agreement is available for inspection at the Forest Supervisor's office.

Deposit Made To	Rate	Unit of Measure
N/A		

C5.35# - ROAD AND WATER SUPPLY USE (05/2008)

National Forest water supply locations, access, method of filling trucks, period of water availability and procedures designed to maintain water quality at each location shall be agreed in advance of use. Such use shall at no time reduce water supplies to the level that further use may be detrimental to aquatic resources or other established use. Waterholes and other improvements relating to said water supplies shall be put into condition, prior to expected seasonal periods of precipitation or runoff, to avoid resource damage.

Damage to resources at such locations caused by Purchaser's Operations, other than fire suppression activities, shall be repaired by Purchaser in a timely and agreed manner to the extent practicable to restore and prevent further resource damage.

Unless otherwise agreed, Purchaser's use of roads and other water supply requirements shall conform to the following table.

See Table A

C5.35# - REQUIREMENTS OF ROAD AND WATER SUPPLY USE

Table A

<p>Load Limitations</p>	<p>Purchaser shall notify Forest Service in writing of the planned size and load distribution for equipment which exceeds the State of California Vehicle Code legal size and weight, and the National Forest System roads to be used. Such notice may be part of plan of operation under B6.311. Within 15 days after receipt of the written notice Forest Service shall notify Purchaser in writing of any regulations or restrictions that may be needed to protect National Forest Transportation Facilities.</p> <p>A written permit shall be required for moving any vehicle which is in excess of the established legal size and weight which is not listed in the above plan, except as may be authorized in prior written agreements.</p>
<p>Existing Non-National Forest System Roads</p>	<p>Roads not shown on Sale Area Map may be used as Temporary Roads if there is agreement before use is started.</p>
<p>Snow Removal</p>	<p>If Purchaser removes snow from roads, such work shall be done with Forest Service approval and in a manner that will protect roads and adjacent resources.</p> <p>Snow berms shall be removed or placed to avoid accumulation of melt water on the road and prevent water concentration on erosive slopes or soils.</p> <p>Snow must not be removed to the road surface. A minimum 4 inch snow depth must be left to protect the roadway. If the road surface is damaged, Purchaser shall replace lost surface material and repair structures damaged in blading operations prior to hauling, unless climatic conditions prevent necessary work from being accomplished or as otherwise agreed in writing.</p> <p>Single lane roads shall be plowed full width including turnouts. In event double lane roads are not plowed to full width, warning signs shall be required and plowing shall be no less than single lane (12 feet) with intervisible turnouts.</p>

Water Supply Deposits	<p>If Purchaser utilizes the water site located N/A for any listed activity, Purchaser shall make deposit with Forest Service for that activity at the time and in the amount shown in the Water Supply Deposit Schedule table below.</p> <p style="text-align: center;">WATER SUPPLY DEPOSIT SCHEDULE</p> <table border="1" data-bbox="418 394 1427 590"> <thead> <tr> <th data-bbox="418 394 621 506">Activity</th> <th data-bbox="621 394 824 506">Unit of Payment</th> <th data-bbox="824 394 1027 506">Unit Cost</th> <th data-bbox="1027 394 1230 506">Total Cost</th> <th data-bbox="1230 394 1427 506">Time of Payment</th> </tr> </thead> <tbody> <tr> <td data-bbox="418 506 621 590">N/A</td> <td data-bbox="621 506 824 590"></td> <td data-bbox="824 506 1027 590"></td> <td data-bbox="1027 506 1230 590"></td> <td data-bbox="1230 506 1427 590"></td> </tr> </tbody> </table>	Activity	Unit of Payment	Unit Cost	Total Cost	Time of Payment	N/A																																																						
Activity	Unit of Payment	Unit Cost	Total Cost	Time of Payment																																																									
N/A																																																													
Surface Replacement Deposits	<p>Purchaser shall make Required Deposits for deferred surface replacement (16 U.S.C. 537) for use of existing surfaced roads. If applicable, such deposits shall be based upon the volume and distance hauled on the roads and at the applicable rates listed in the table below titled Surface Replacement Deposit Schedule. If Purchaser uses surfaced roads under jurisdiction of Forest Service other than those listed, Forest Service may establish applicable rates for such surfaced roads.</p> <p style="text-align: center;">SURFACE REPLACEMENT DEPOSIT SCHEDULE</p> <table border="1" data-bbox="418 1031 1427 1770"> <thead> <tr> <th data-bbox="418 1031 621 1108">Road No.</th> <th data-bbox="621 1031 824 1108">From</th> <th data-bbox="824 1031 1027 1108">To</th> <th data-bbox="1027 1031 1230 1108">Miles</th> <th data-bbox="1230 1031 1427 1108">Rate/Ton</th> </tr> </thead> <tbody> <tr> <td data-bbox="418 1108 621 1171">2S08 XI</td> <td data-bbox="621 1108 824 1171">MP 0.0</td> <td data-bbox="824 1108 1027 1171">MP 0.37</td> <td data-bbox="1027 1108 1230 1171">0.37</td> <td data-bbox="1230 1108 1427 1171">\$0.04/TON</td> </tr> <tr> <td data-bbox="418 1171 621 1234">2S08 X</td> <td data-bbox="621 1171 824 1234">MP 0.37</td> <td data-bbox="824 1171 1027 1234">MP 1.26</td> <td data-bbox="1027 1171 1230 1234">0.89</td> <td data-bbox="1230 1171 1427 1234">\$0.10/TON</td> </tr> <tr> <td data-bbox="418 1234 621 1297">2S08 IX</td> <td data-bbox="621 1234 824 1297">MP 1.26</td> <td data-bbox="824 1234 1027 1297">MP 1.85</td> <td data-bbox="1027 1234 1230 1297">0.59</td> <td data-bbox="1230 1234 1427 1297">\$0.05/TON</td> </tr> <tr> <td data-bbox="418 1297 621 1360">2S08 VIII</td> <td data-bbox="621 1297 824 1360">MP 1.85</td> <td data-bbox="824 1297 1027 1360">MP 2.5</td> <td data-bbox="1027 1297 1230 1360">0.65</td> <td data-bbox="1230 1297 1427 1360">\$0.05/TON</td> </tr> <tr> <td data-bbox="418 1360 621 1423">2S08 VII</td> <td data-bbox="621 1360 824 1423">MP 2.5</td> <td data-bbox="824 1360 1027 1423">MP 2.95</td> <td data-bbox="1027 1360 1230 1423">0.45</td> <td data-bbox="1230 1360 1427 1423">\$0.03/TON</td> </tr> <tr> <td data-bbox="418 1423 621 1486">2S08 VI</td> <td data-bbox="621 1423 824 1486">MP 2.95</td> <td data-bbox="824 1423 1027 1486">MP 4.31</td> <td data-bbox="1027 1423 1230 1486">1.36</td> <td data-bbox="1230 1423 1427 1486">\$0.08/TON</td> </tr> <tr> <td data-bbox="418 1486 621 1549">2S08 V</td> <td data-bbox="621 1486 824 1549">MP 4.31</td> <td data-bbox="824 1486 1027 1549">MP 5.44</td> <td data-bbox="1027 1486 1230 1549">1.13</td> <td data-bbox="1230 1486 1427 1549">\$0.05/TON</td> </tr> <tr> <td data-bbox="418 1549 621 1612">2S08 IV</td> <td data-bbox="621 1549 824 1612">MP 5.44</td> <td data-bbox="824 1549 1027 1612">MP 6.51</td> <td data-bbox="1027 1549 1230 1612">1.07</td> <td data-bbox="1230 1549 1427 1612">\$0.03/TON</td> </tr> <tr> <td data-bbox="418 1612 621 1675">2S08 III</td> <td data-bbox="621 1612 824 1675">MP 6.51</td> <td data-bbox="824 1612 1027 1675">MP 7.52</td> <td data-bbox="1027 1612 1230 1675">1.01</td> <td data-bbox="1230 1612 1427 1675">\$0.01/TON</td> </tr> <tr> <td data-bbox="418 1675 621 1738">2S08 II</td> <td data-bbox="621 1675 824 1738">MP 7.52</td> <td data-bbox="824 1675 1027 1738">MP 8.42</td> <td data-bbox="1027 1675 1230 1738">0.90</td> <td data-bbox="1230 1675 1427 1738">\$0.00/TON</td> </tr> <tr> <td data-bbox="418 1738 621 1770">2S08 I</td> <td data-bbox="621 1738 824 1770">MP 8.42</td> <td data-bbox="824 1738 1027 1770">MP 8.97</td> <td data-bbox="1027 1738 1230 1770">0.55</td> <td data-bbox="1230 1738 1427 1770">\$0.00/TON</td> </tr> </tbody> </table>	Road No.	From	To	Miles	Rate/Ton	2S08 XI	MP 0.0	MP 0.37	0.37	\$0.04/TON	2S08 X	MP 0.37	MP 1.26	0.89	\$0.10/TON	2S08 IX	MP 1.26	MP 1.85	0.59	\$0.05/TON	2S08 VIII	MP 1.85	MP 2.5	0.65	\$0.05/TON	2S08 VII	MP 2.5	MP 2.95	0.45	\$0.03/TON	2S08 VI	MP 2.95	MP 4.31	1.36	\$0.08/TON	2S08 V	MP 4.31	MP 5.44	1.13	\$0.05/TON	2S08 IV	MP 5.44	MP 6.51	1.07	\$0.03/TON	2S08 III	MP 6.51	MP 7.52	1.01	\$0.01/TON	2S08 II	MP 7.52	MP 8.42	0.90	\$0.00/TON	2S08 I	MP 8.42	MP 8.97	0.55	\$0.00/TON
Road No.	From	To	Miles	Rate/Ton																																																									
2S08 XI	MP 0.0	MP 0.37	0.37	\$0.04/TON																																																									
2S08 X	MP 0.37	MP 1.26	0.89	\$0.10/TON																																																									
2S08 IX	MP 1.26	MP 1.85	0.59	\$0.05/TON																																																									
2S08 VIII	MP 1.85	MP 2.5	0.65	\$0.05/TON																																																									
2S08 VII	MP 2.5	MP 2.95	0.45	\$0.03/TON																																																									
2S08 VI	MP 2.95	MP 4.31	1.36	\$0.08/TON																																																									
2S08 V	MP 4.31	MP 5.44	1.13	\$0.05/TON																																																									
2S08 IV	MP 5.44	MP 6.51	1.07	\$0.03/TON																																																									
2S08 III	MP 6.51	MP 7.52	1.01	\$0.01/TON																																																									
2S08 II	MP 7.52	MP 8.42	0.90	\$0.00/TON																																																									
2S08 I	MP 8.42	MP 8.97	0.55	\$0.00/TON																																																									

2S08A	MP 0.0	MP 0.25	0.25	\$0.00/TON
2S08D	MP 0.0	MP 0.06	0.06	\$0.00/TON
2S08E	MP 0.0	MP 0.28	0.28	\$0.00/TON
2S08G	MP 0.0	MP 0.68	0.68	\$0.00/TON
2S08H	MP 0.0	MP 0.27	0.27	\$0.00/TON
2S08U	MP 0.0	MP 0.43	0.43	\$0.00/TON
2S08V	MP 0.0	MP 0.33	0.33	\$0.00/TON
2S09	MP 0.0	MP 0.74	0.74	\$0.00/TON
2S17	MP 0.0	MP 0.2	0.20	\$0.00/TON
2S19	MP 0.0	MP 0.36	0.36	\$0.00/TON
2S24	MP 0.0	MP 0.59	0.59	\$0.00/TON
2S60	MP 0.0	MP 0.56	0.56	\$0.00/TON
2S62	MP 0.0	MP 0.14	0.14	\$0.00/TON
2S81	MP 0.0	MP 0.15	0.15	\$0.00/TON
3S14	MP 0.0	MP 1.20	1.20	\$0.00/TON
3S18 I	MP 0.39	MP 0.75	0.36	\$0.00/TON
3S18 II	MP 0.17	MP 0.39	0.22	\$0.00/TON
3S18 III	MP 0.0	MP 0.17	0.17	\$0.00/TON
3S18F	MP 0.0	MP 0.26	0.26	\$0.00/TON
3S20	MP 0.0	MP 0.23	0.23	\$0.00/TON
3S26 I	MP 1.20	MP 1.60	0.40	\$0.00/TON
3S26 II	MP 0.99	MP 1.20	0.21	\$0.01/TON
3S26 III	MP 0.0	MP 0.99	0.99	\$0.00/TON
3S26A	MP 0.0	MP 0.19	0.19	\$0.00/TON
3S37 I	MP 0.12	MP 0.91	0.79	\$0.00/TON
3S37 II	MP 0.0	MP 0.12	0.12	\$0.00/TON

	3S41	MP 0.0	MP 0.68	0.68	\$0.00/TON
	3S42	MP 0.0	MP 0.37	0.37	\$0.00/TON
	3S47 I	MP 0.0	MP 0.10	0.10	\$0.00/TON
	3S47 II	MP 0.10	MP 0.40	0.30	\$0.00/TON
	3S47A	MP 0.0	MP 0.40	0.40	\$0.00/TON
Sale Area Average Rate: \$0.46 / TON					

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 Resource Control Areas (CA1). Operations are prohibited within all Control Areas. Directional felling away from Control Areas will be required. Control Areas are designated with YELLOW/WHITE stripe flagging and YELLOW/BLACK signs labelled "SENSITIVE AREA Equipment Prohibited behind this sign" at or above DBH facing into the treatment unit. A Cultural Resource map is available for review upon request and can be signed out by the Purchaser. Upon completion of the timber sale the Purchaser must return the Cultural Resource map to the office from which it was assigned.

Wildlife and Botanical Protection Measures: Botanical Protection Control Areas (CA2). Equipment is prohibited from operating within Control Areas. Directional felling away from Control Areas will be required. Control Areas for Sensitive Plant Species are identified with ORANGE/WHITE stripe flagging, YELLOW/BLACK signs labelled "SENSITIVE AREA Equipment PROHIBITED behind this sign", and wooden stakes with YELLOW flashers attached. Control Areas for Noxious Weeds are identified with solid ORANGE flagging labelled "NOXIOUS WEEDS", YELLOW/BLACK signs labelled "SENSITIVE AREA Equipment PROHIBITED behind this sign", and wooden stakes with YELLOW flashers attached.

Landing (shared landing #39) within units: 25, 26, and 33; avoid or blade the identified Noxious Weeds to a location on the edge of the landing, out of the way of operations. Avoid Noxious Weeds identified near landing.

Cleaning of equipment will be required prior to leaving units: 25, 26, 33 (after use of landing location #39), and units 27, 28, 29, 32, and 40.

Road Maintenance Blading:

Avoid Noxious Weeds identified along the haul route FS road 2S08, 3S14, 3S26, 3S41, 3S47: Road blading and inboard ditch/culvert cleaning operations for Pre/During/Post Haul Road Maintenance, if possible, should avoid sites on road segments located adjacent to identified Noxious Weeds. If areas of road maintenance blading and inboard ditch/culvert cleaning is needed and completed within the areas identified as Noxious Weeds then road maintenance equipment will need to be washed prior to leaving the respective areas within that section of road.

-
Cave Resource Protection Measures: N/A

C6.241 - TIMBER SALE SPECIFIC WILDLIFE SURVEY NEEDS (08/2018)

Notwithstanding C(T)6.315#, when agreed to in writing Purchaser may request a waiver of operating restrictions. If granting such a request requires on the ground surveys prior to approval or denial, the Forest Service will have 10 days to commence such surveys following the acceptance of Purchaser's request by the Contracting Officer. If the Forest Service cannot proceed with these surveys, the Purchaser may request that a qualified wildlife biologist selected by the Purchaser, and approved by the Contracting Officer, be allowed to conduct the survey based on protocol provided by the Contracting Officer. The Biologist may be an employee of the Purchaser. The survey of the biologist will be conducted at no cost to the Forest Service. All surveys shall document survey methodology, locations, time and dates, personnel and results. The Contracting Officer shall have 5 working days to determine whether a waiver is granted after the results are presented. If no decision is made by the Contracting Officer, the waiver is considered denied. The waiver is only granted for the operating season in which the surveys were performed.

C6.315# - SALE OPERATIONS SCHEDULE (08/2006)

Unless otherwise agreed in writing, Purchaser's Operations shall be performed in accordance with the following schedule:

See Table A

SPECIFICATIONS PURSUANT TO C6.315# - SALE OPERATIONS SCHEDULE. (08/2006)

Table A

Subdivision/Area /Unit	Conditions of Operation	Purpose
Sale Area	Purchaser shall complete falling and substantially complete removal of included products in one subdivision before entering another subdivision, unless otherwise agreed in writing.	To improve control of operations.

C6.331 - LOG TRUCKING (08/2006)

To promote safe operations on National Forest roads and on Specified Roads, loads shall be safely secured before trucks move from the landing or loading location.

C6.36 - ACCEPTANCE OF WORK (07/2020)

Upon Purchaser's written request and assurance that Designation by Prescription (DxP) end results has been completed in a unit in accordance with C2.355# - DESIGNATION BY PRESCRIPTION (5/15), the Forest Service shall perform an inspection within 5 days, excluding weekends and federal holidays, so as not to delay unnecessarily the progress of purchaser's operations. Such a request will be for acceptance of end results of Purchaser's marking and/or cutting operations. Within 2 days of inspection, excluding weekends and Federal holidays, Forest Service will furnish Purchaser with written notice of either of acceptance or of work remaining to be done. Forest Service may perform such inspections without request from Purchaser. Unless otherwise agreed in writing, procedures for inspecting Purchaser work under C2.355# - DESIGNATION BY PRESCRIPTION (5/15) are as follows:

DxP Units: 33, 41, 46, 51, 60

The method used by the Forest Service for inspecting Purchaser's tree selection shall be done by 20 BAF variable radius plot sampling.

1. Units will be inspected on a unit per unit basis. Inspection will be completed as soon as safety of inspection personnel around logging operations will allow. DxP inspections will be documented on a R5 2400-181.

2. The following factors will be the inspection criteria:

- a. Average remaining basal area per acre of leave/retained conifers greater than 8 inches at DBH. This will be used to determine the average residual conifer basal area per acre for each treatment unit.
- b. Adherence to the prescription for species preference, size and condition of residual trees in the general stand to the limits indicated in the prescription. This item will be considered pass or fail on each plot.

3. A random starting point will be selected for the first plot location and spaced appropriately to sample approximately 5 percent of the unit acreage or to achieve a minimum of 5 plots per unit. If a unit should not pass after the initial inspection, the sampling area will be increased to 10 percent of the area.

4. Plots will be completed as logging progresses in all DxP units.

5. Plot centers will be marked on the ground and above DBH with a YELLOW flag with the plot number written on the flagging. GPS coordinates will be recorded for future reference.

6. Plots that fall within pockets of dead and dying trees, natural openings or existing areas of low stocking (primarily in areas with dense oak component) will not be counted in determining average desired BA per acre for the inspection unit, but will be counted for all other inspection criteria. Areas cleared for skid trails will be counted and used in determining the average desired BA per acre.

7. Evaluation of plot elements by inspection unit are as follows:

- a. Average BA sq. feet retention per acre
 - i. Units: 33, 46, 51(60 sq. feet -80 sq. feet)
 - ii. Unit 41: (120 sq. feet -140 sq. feet)
 - iii. Unit 60: (140 sq. feet -160sq. feet)
- b. Tree Selection - priority species and condition
- c. Large conifer retention

In order to achieve a satisfactory result for an inspection unit, element 7a tree retention must be within the above described BA per acre per unit and elements 7b and 7c must be at least 90 percent correct. Unless otherwise agreed to in writing, if inspection results show unsatisfactory compliance with the requirements of C2.355#, Purchaser shall be given 5 practicable working days to remedy the unsatisfactory work.

Failure to provide a satisfactory remedy shall be considered a Breach under B9.3.

C6.37 - SUBSTITUTE METHODS (08/2006)

Notwithstanding other provisions herein, for minor changes such as changes in logging systems for areas smaller than 5 acres, Purchaser and Forest Service may agree in writing that use of substitute methods or equipment will achieve Forest Service objectives under this contract and may be used in lieu of those specified for Purchaser's Operations.

C6.41# - FELLING, BUCKING, AND LIMBING (08/2007)

Unless otherwise agreed in writing, Purchaser's felling, bucking, and limbing operations shall be conducted as specified in the table below.

See Table A

SPECIFICATIONS AND TREATMENTS PURSUANT TO C6.41# - FELLING, BUCKING AND LIMBING

Table A

Treatment Method and Applicable Map Symbol	Felling, Bucking and Limbing Specifications								
Limbing	N/A								
No Lop	N/A								
Whole Tree Yarding "WHOLE"	Notwithstanding the requirements above, within units or subdivisions designated "Whole" on Sale Area Map, trees smaller than <u>20</u> inches DBH shall be skidded/yarded to agreed landing locations prior to limbing, bucking, and lopping. Trees larger than or equal to <u>20</u> inches DBH shall be bucked into two or more pieces with the butt portion being no longer than <u>41</u> feet prior to skidding/yarding. The butt log shall be limbed prior to skidding/yarding.								
Directional Felling "DF"	Within areas designated DF on Sale Area Map, Included Timber shall be directionally felled away from Roads, Streamcourses, Wetlands, Riparian Reserves, Inner Zones, Other Ownership, Survey Monuments, Control Areas, and Improvements with the use of specialized equipment. Such directional felling shall not be required when in the faller's judgment it is unsafe to do so, and shall be left standing.								
Treatment of Stumps	N/A								
Maximum Log Length	<p>Cut trees shall be bucked prior to skidding so that resulting logs shall not exceed the maximum log length including trim allowance shown in following table:</p> <table border="1" data-bbox="574 1339 1386 1465"> <thead> <tr> <th data-bbox="574 1339 943 1371">Unit Number</th> <th data-bbox="943 1339 1386 1371">Maximum Log Length</th> </tr> </thead> <tbody> <tr> <td data-bbox="574 1371 943 1402"></td> <td data-bbox="943 1371 1386 1402"></td> </tr> <tr> <td data-bbox="574 1402 943 1434">N/A</td> <td data-bbox="943 1402 1386 1434"></td> </tr> <tr> <td data-bbox="574 1434 943 1465"></td> <td data-bbox="943 1434 1386 1465"></td> </tr> </tbody> </table>	Unit Number	Maximum Log Length			N/A			
Unit Number	Maximum Log Length								
N/A									

Minimum Stump Height "MIN"	Unit/Subdivision	Minimum Stump Height (inches)	Purpose or Reason
	All Units	3 inches	1) facilitate timber accountability, 2) lessen the risk of fire starting from the cutting saw operating in the duff and creating sparks when rocks are struck.

C6.42# - GROUND BASED SKIDDING (08/2006)

Unless otherwise agreed in writing, the method of skidding Included Timber shall be as shown on the Sale Area Map, by areas, with symbols defined in the following table:

See Table A

C6.42# - GROUND BASED SKIDDING (8/2006)

Table A

Map Symbol	Requirements
TRAC	<p>Skid road pattern shall be agreed in advance of felling and main skid roads shall be flagged on the ground in advance of felling. Purchaser shall stage-log by felling and skidding Included Timber in two or more separate operations when necessary to prevent undue damage to the resources or residual stand. Needed tractor trails shall be constructed in advance of skidding.</p> <p>Products shall be end-lined as needed to protect resources or residual timber from unnecessary damage. The number of chokers shall be limited as necessary to avoid unnecessary damage to resources or residual timber. By agreement, tractors may be used to separate products to prevent stain.</p>
SUSP	<p>Products shall be skidded with leading end clear of ground.</p>
ENDL	<p>Endlining shall not be required for distances in excess of <u>60</u> feet uphill, and <u>120</u> feet downhill.</p>
MH	<p>Purchaser shall cut Included Timber and move it to designated skid trails using equipment with a boom having an operating radius of at least <u>15</u> feet for bunching trees, capable of severing, lowering and placing trees up to <u>20</u> inches diameter at stump height on the ground prior to skidding. Such equipment must be capable of operating on slopes up to <u>35</u> %.</p> <p>Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources from unnecessary damage.</p> <p>Trees which exceed capability of specified equipment may be felled, bucked, and skidded in a manner consistent with the requirements of B6.41 - Felling and Bucking, C6.41# - Felling, Bucking, and Limbing and the above "TRAC", "SUSP", and "ENDL" requirements.</p>

C6.5 - STREAMCOURSE PROTECTION (08/2006)

Unless otherwise agreed in writing, wheel or track laying equipment shall not operate within "Buffer Strips" except as necessary for fire suppression activities. "Buffer Strips" are areas marked on the ground or are within the distances identified on the Sale Area Map measured from the apparent high water mark of streamcourses. Boundaries of Buffer Strips may be modified by agreement in writing to meet unforeseen operating conditions.

Culverts, bridges, or other suitable structures shall be required on skid roads and trails only at points where it is necessary to protect Stream courses. The type of crossing structures, method of installation and removal shall be determined by agreement. Purchaser in accordance with C6.6 - Erosion Prevention and Control, shall remove such structures and associated fills.

Damage to Stream course or Buffer Strips caused by unauthorized Purchaser's Operations shall be repaired by Purchaser in a timely and agreed manner to the extent practical as determined by Forest Service to restore and prevent further damage to Stream courses.

C6.6# - EROSION PREVENTION AND CONTROL (05/2008)

Erosion prevention and control work, including Streamcourse protection, required by C6.5 and B6.6 shall be completed within 15 calendar days after 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.

Notwithstanding other provisions in this contract and unless otherwise agreed in writing, any hay, straw, or mulch used in this contract shall be State of California certified weed free.

Additional erosion control requirements of this contract are listed in the following table.

See Table A

SPECIFICATIONS PURSUANT TO C6.6# - EROSION PREVENTION AND CONTROL.

Table A

<u>Vegetative Soil Stabilization</u>		
N/A		
<u>Special Erosion Prevention Measures</u>		
<p>Purchaser shall give adequate treatment by spreading slash or wood chips or by agreement giving other treatment to portion of tractor roads, skid trails, landings, cable yarding corridors, tractor-end lined corridors and Temporary Road fills where necessary to supplement other erosion prevention measures required elsewhere in this contract. In no event shall Purchaser be required to treat more acres than that shown in the legend of Sale Area Map. The specific locations to be treated shall be designated on the ground by Forest Service. These special erosion prevention measures are to be done within the same date and time periods as stated above.</p> <p>Riparian Reserve outer zones identified as SEPM on the Sale Area Map will require Feller-bunchers to minimize turning and skid equipment will not be allowed to turn around within, skid equipment must back into the Riparian Reserve and skid material straight out.</p>		
<u>Soil Scarification</u>		
<p>In addition to meeting the requirements of B6.63 and B6.64, Purchaser shall scarify the following areas: unless otherwise agreed:</p> <p>(a) Traveled Way of National Forest System roads used by Purchaser and listed in the legend of the Sale Area Map.</p> <p>(b) Roadbeds of any Temporary Roads used for log hauling by Purchaser.</p> <p>(c) Landings or portions of thereof located outside Roadbed limits of National Forest System roads not designated for scarification.</p> <p>Scarification shall be to a depth of 6 inches, with intervals between striations not to exceed 12 inches, unless otherwise agreed.</p>		
<u>Areas to Scarify</u>	<u>Scarify Depth (Inches)</u>	<u>Maximum Acres to Treat</u>
Landings used in conjunction of temporary roads used for haul.	6	9.0 acres
Main Skid Roads and Tractor Roads designated by Forest Service	N/A	N/A
Temporary Roads	6	1.0 acres (0.5 miles)
<u>Backblading</u>		
N/A		
<u>Tillage</u>		
N/A		

C6.62# - SITE SPECIFIC WETLANDS PROTECTION MEASURES (07/2001)

Measures needed to protect wetlands identified on the Sale Area Map or on the ground include:

No operations will be allowed within 25 feet of winter-wetted perimeter of springs or wetlands. Known springs and wetlands are buffered at 25 feet with solid BLUE flagging and BLUE/WHITE stripe flagging, YELLOW/BLACK signs labelled "SENSITIVE AREA Equipment PROHIBITED behind this sign", and ORANGE boundary paint above and below stump height. Springs or wetlands identified during logging operations will require a 25 foot no treatment buffer measured from the high water mark/winter-wetted perimeter.

C6.7# - SLASH TREATMENT (08/2006)

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

All vegetative debris associated with construction of Specified Roads such as unutilized timber, brush and grubbed stumps is Construction Slash. Measures to be taken by Purchaser for treatment of Construction Slash are set forth in the attached road construction specifications and in the attached slash treatment specifications.

Vegetative debris larger than 1 inch in diameter outside bark and 3 feet long resulting from Purchaser's Operations, other than Construction Slash, is Logging Slash. Measures to be taken by Purchaser for treatment of Logging Slash are set forth below unless otherwise agreed in writing.

Forest Service and Purchaser shall jointly develop a schedule for completion of slash treatment on the various portions of Sale Area prior to Purchaser's Operations.

Removing may be substituted for treatment of any other specified method.

By agreement in writing, certain slash may be left for fuelwood. When the specified treatment is by a combination of methods, Logging Slash not treated by one of the methods shall be treated by the other(s).

See the slash treatment specification table below.

See Table A.

SPECIFICATIONS PURSUANT TO C6.7# - SLASH TREATMENT (8/2006)

Specified slash treatment methods shall be shown on Sale Area Map or listed in the following tables by the following symbols:

Slash Treatment Methods

<u>Symbol</u>	<u>Method</u>	<u>Definition</u>
MACH	"Machine Piling"	Concentrations of Logging Slash, excluding scattered individual pieces, shall be Machine Piled by tractor equipped with brush rake for disposal by Forest Service.
SCAT 18"	"Scattering"	Logging Slash shall be scattered to reduce slash concentrations with slash being generally left within 18 inches of the ground as shown on Sale Area Map. Logging Slash shall be scattered into openings away from and without unnecessary damage to residual trees. All scattered logs shall be limbed, placed away from trees and positioned so they will not roll. When Scattering is specified, another method may be used by agreement.
STACK	"Stacking" small material	Logging slash 8 inches or smaller in large end d.o.b. and 10 feet or more in length shall be stacked for disposal by Forest Service by piling pieces parallel to each other.
COVER	"Covering Piles"	All piles shall be covered with a durable waterproof covering as approved by Forest Service. The material shall be at least six feet in width. Piles shall not be less than fifty percent covered, with the covering extending not less than half way down all sides. Pieces of burnable material shall be placed on top of the durable waterproof covering to keep the covering from blowing off the pile.
FELL	"Damaged Small Trees"	Unless treated under other provisions, all trees smaller than the minimum d.b.h. in A2, over 5 feet in height, and damaged beyond recovery by Purchaser's Operations shall be felled. Such trees shall be limbed to a stem diameter outside bark of approximately 3 inches, at which point the top shall be cut from the remainder of the stem, and shall be bucked into lengths not exceeding 20 feet.

MACHINE PILING SPECIFICATIONS (MACH). All piles shall be reasonably compact and free of soil to facilitate burning and shall be constructed of such size and at such distance from trees so that burning shall not result in unnecessary damage to residual timber. Such Logging Slash shall be bucked into lengths not exceeding **10** feet prior to piling. Maximum width of tractor, with brush rake attached, shall not exceed **120** inches. Machine Piling is not required on areas where use of tractors would cause undue damage to residual timber or where slopes exceed **35** percent. Piles shall be located a distance of at least twice their height in feet from the outer edge of tree crowns or snags. Piles shall be no less than four feet in height or greater than **16** feet in height. Material extending three feet or more outside the edge of a pile shall be trimmed. An **8** foot fuelbreak shall be cleared of all but fine material around each Machine Pile and an **18** inch wide fireline shall be cleared to mineral soil around the outer ring of the fuelbreak. For hand piles, Purchaser shall construct a fireline cleared to mineral soil and at least **3** feet wide around each pile. In areas where there is a potential for burning material to roll, firelines, including those for Machine Piles, shall be trenched on the downhill side of each pile to adequately prevent material from crossing firelines. Trenches shall be constructed by hand unless otherwise agreed.

UNIT AND SUBDIVISION.SLASH TREATMENT SPECIFICATIONS.

	SLASH TREATMENT	
Subdivision or Unit No	Specified Method	Prohibited Method
All Units	FELL, SCAT 18"	NONE

LANDINGS AND DISPOSAL SITES. Unutilized logs accumulated at landings and disposal sites shall be Decked by Purchaser for disposal by Forest Service. The maximum height of decks is shown in the following table. Other slash accumulated at landings and disposal sites shall be kept separate from unutilized logs and treated by the method shown in the following table.

	SLASH TREATMENT		
Subdivision or Unit No.	Specified Method	Maximum Height of Decks	
Landings	ALL	MACH, STACK, COVER	16'
Disposal Sites	N/A	N/A	N/A

TREATMENT ALONG TEMPORARY ROADS. Outside of Clearcutting Units or regeneration units, all trees felled or pushed over and trees damaged beyond recovery by

Temporary Road construction shall be felled, limbed to a stem d.o.b. of approximately 3 inches, at which point the top shall be cut from the remainder of the stem, stem shall be bucked into lengths not exceeding 10 feet, and generally left within 18 inches of the ground. Such slash shall be Scattered free of soil to reduce concentrations unless treatment is required by another specified method.

	SLASH TREATMENT	
Temporary Roads	Specified Method	Prohibited Method
All Temporary Roads	SCAT 18"	NONE

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.

C6.849 - PRODUCT ACCOUNTABILITY (08/2006)

Unscaled products from Included Timber shall not be hauled or presented for scaling on Sundays, Holidays, or after normal scaling hours at the designated scaling location without the written approval of the Contracting Officer.

C7.2# - SPECIFIED FIRE PRECAUTIONS (06/2012)

Purchaser or a designated Purchaser's Representative shall certify compliance with specific Timber Sale Contract and California Public Resources Code (CPRC) fire precautionary measures in B7.1 Plans, C7.2# and C7.22#. Certification shall be provided prior to starting operations during Fire Precautionary Period and shall be updated as needed.

Listing of specific fire precautionary measures in the following 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.

Upon request of Forest Service, Purchaser shall permit and assist in periodic testing and inspection of required fire equipment.

The following definitions shall apply to C7.2# and C7.22#:

Active Landing: A location Purchaser is skidding logs into, or performing other operations such as delimiting, log manufacturing, and chipping logs. Except for EV and E days, loading logs or stockpiled chips only on a cleared landing does not constitute an Active Landing.

Hot Saw: A harvesting system that employs a high-speed (>1100 rpm) rotating felling head (i.e., full rotation lateral tilt head).

Mechanical Operations: The process of felling, skidding, chipping, shredding, piling, log processing and/or yarding which requires the use of motorized power which includes, chainsaws, chippers, motorized carriages, masticators, stroke delimiters, skidders etc.

Specific equipment requirements and fire precautionary measures are shown in the following table and in C7.22#:

Table A

Specific equipment requirements and fire precautionary measures are shown in the following table and in C7.22#:

A. Fire Tools and Equipment Purchaser shall meet applicable parts of Section 4428 of the CPRC.

Unless agreed otherwise, Fire tools kept at each Active Landing shall be sufficient to equip all employees in the felling, yarding, loading, chipping, and material processing operations associated with each landing. Fire equipment shall include two tractor headlights for each tractor dozer used in Purchaser's Operations. Tractor headlights shall be attachable to each tractor and served by an adequate power source. Fire tools shall be kept in a sealed fire tool box adjacent to the Active Landing and readily accessible in event of fire.

Where cable yarding is used, Purchaser shall provide a size 0 or larger shovel with an overall length of not less than 46 inches and a serviceable 5 gallon backpack pump filled with water or a fire extinguisher bearing a label showing at least a 4-A rating must be within 25 feet of each tail and corner block.

Trucks, tractors/skidders, pickups and other similar mobile equipment shall be equipped with and carry at all times a size 0 or larger shovel with an overall length of not less than 46 inches and a 2-1/2 pound axe or larger with an overall length of not less than 28 inches.

All required fire tools shall be maintained in suitable and serviceable condition for fire fighting purposes.

B. Fire Extinguishers Purchaser shall equip each internal combustion yarder, fuel truck, and loader with a (4-A:60-B:C) fire extinguisher for oil and grease fires.

Skidders and tractors shall be equipped with a minimum 5-BC fire extinguisher.

Fire extinguishers shall be mounted, readily accessible, properly maintained and fully charged.

Purchaser shall equip all mechanized harvesting machines and log processors with hydraulic systems, powered by an internal combustion engine (e.g. masticator, chipper, feller/buncher, harvester, forwarder, Hot Saw, stroke delimeter, etc), with at least two 4-A:60-B:C fire extinguishers or an acceptable CAFS substitute identified in Section K.

C. Spark Arresters and Mufflers Except for tractors and other equipment with exhaust-operated turbochargers, Purchaser shall equip each operating tractor and any other internal combustion engine with an approved spark arrester. There shall be no exhaust bypass on any system.

Spark Arresters shall be a model tested and approved under Forest Service Standard 5100-1a as shown in the National Wildfire Coordinating Group Spark Arrester Guide, Volumes 1 and 2, and

shall be properly mounted and maintained according to manufacturer's specifications.

Every motor vehicle subject to registration shall at all times be equipped with an adequate exhaust system meeting the requirements of the California Vehicle Code.

D. Power Saws

Each power saw shall be equipped with a spark arrester approved and maintained in effective working order as identified in the Spark Arrester Guide in Section C. above and according to applicable parts of CPRC Section 4442 or 4443. An Underwriters Laboratories (UL) approved fire extinguisher containing a minimum 14 ounces of fire retardant shall be kept with each operating saw.

A size 0 or larger shovel with an overall length of not less than 38 inches shall be kept with each gas can, but not more than 300 feet from each power saw when used off cleared landing areas.

E. Fire Supervisor & Fire Patrolperson

Purchaser shall designate in the fire plan required by B7.1 and furnish on Sale Area during operating hours a fire supervisor, named in writing and authorized to act on behalf of Purchaser in fire prevention and suppression matters.

Unless agreed otherwise, Purchaser shall furnish and designate in writing, a Fire Patrolperson each operating day when Project Activity Level C or higher is in effect. When on duty, the Fire Patrolperson is required to patrol the operation for the prevention and detection of fires, to take suppression action where necessary and to notify Forest Service as required under Sections I. Reporting Fires and L. Communications. This Fire Patrol is required on foot, unless otherwise agreed.

By written agreement, one Fire Patrolperson may provide patrol on this and adjacent projects or sales. No Fire Patrolperson shall be required on Specified Road construction jobs except during clearing operations unless otherwise specified.

F. Seasonal Permits

Purchaser shall obtain written permits from Forest Service before allowing welding, warming fires or burning, subject to C7.22# - Emergency Precautions.

G. Clearing of Fuels

Welding equipment and stationary log loaders, yarders and other equipment listed in California State Law:	10 feet slope radius
---	----------------------

Tail or corner haulback blocks:	All running blocks on a cable yarding operation shall be located in the center of an area that is cleared to mineral soil at least 15 feet in diameter.
Lines near, between or above blocks:	Sufficient clearing to prevent line from rubbing on snags, down logs and other dead woody material.

Purchaser shall clear away, and keep clear, fuels and logging debris as follows:

H. Smoking

All smoking shall be confined within a car, truck, crew rig or other enclosed cab after 1:00 PM on Ev days and all hours on E days (C7.22#). At other times, any smoking shall be done while sitting in an area at least 3 feet in diameter, cleared of flammable materials. Burning tobacco and matches shall be extinguished before they are properly disposed.

I. Reporting Fires

As soon as feasible, but no later than **15 minutes** after discovery, Purchaser shall notify Forest Service of any fires on Sale Area or along roads used by Purchaser.

J. Tank Truck

Purchaser shall provide a water tank truck or trailer on or in proximity to Sale Area during Purchaser's Operations hereunder during Fire Precautionary Period unless otherwise agreed.

Tank truck or trailer shall contain at least 300 gallons of water and comply with the following requirements:

(1) Pump, which at sea level, can deliver 23 gallons per minute at 175 pounds per square inch measured at the pump outlet. Pumps shall be tested on Sale Area by Forest Service using a 5/16 inch orifice with a one inch in line test kit and shall meet or exceed the pressure values identified in the following table for nearest temperature and elevation:

Temp	Sea Level		1000 Feet		2000 Feet		3000 Feet		4000 Feet		5000 Feet		6000 Feet		7000 Feet		8000 Feet		9000 Feet		10000 Feet	
	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G
55	179	23	174	23	169	23	165	22	161	22	157	22	153	22	150	21	146	21	142	21	139	21
70	175	23	171	23	166	22	162	22	158	22	154	22	150	21	147	21	143	21	139	21	136	20
85	171	23	168	23	163	22	159	22	155	22	151	21	147	21	144	21	140	21	136	20	133	20
100	168	23	164	23	159	22	155	22	152	22	148	21	144	21	141	21	137	20	133	20	131	20
	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G
	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P
	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M

The pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread. A bypass or pressure relief valve shall be provided for other than centrifugal pumps.

(2) 300 feet of 3/4-inch inside diameter rubber-covered high-pressure hose mounted on live reel attached to pump with no segments longer than 50 feet, when measured to the extreme ends of the couplings. Hose shall have reusable compression wedge type 1-inch brass or lightweight couplings (aluminum or plastic). One end of hose shall be equipped with a coupling female section and the other end with a coupling male section. The hose shall, with the nozzle closed, be capable of withstanding 200 PSI pump pressure without leaking, distortions, slipping of couplings, or other failures.

(3) A shut-off combination nozzle that meets the following minimum performance standards when measured at 100 P.S.I. at the nozzle:

	G.P.M.	Horizontal Range
Straight Stream	10	38 feet
Fog Spray	6 - 20	N/A

(4) Sufficient fuel to run pump at least 2 hours and necessary service accessories to facilitate efficient operation of the pump.

(5) When Purchaser is using Hot Saws or Masticators an additional 250 feet of light weight hose, approved by Forest Service, shall be immediately available for use and be capable of connecting to the 300 feet of hose and appurturances in (2) and (3) above.

(6) This equipment and accessories shall be deliverable to a fire in the area of operations and is subject to the requirements for each specific activity level identified in C7.22#.

K. Compressed Air
Foam System
(CAFS)

A fire suppression system where compressed air is added to water and a foaming agent. By agreement, Purchaser may substitute a CAFS or functional equivalent in lieu of the tank truck, trailer or fire extinguishers, provided it meets or exceeds the following specifications and requirements:

1. Variable foam expansion ratio - 10:1 to 20:1.
2. Units shall be kept fully charged with air; water and foam concentrate as recommended by the manufacturer and have the appropriate tools to service the system.
3. The unit shall contain enough energy to empty tank and clear hose prior to exhausting propellent.
4. The unit shall be capable of being completely recharged within 10 minutes.

5. When used on cable yarding landings, the unit shall be outfitted for immediate attachment to carriage and transported without damage to the unit.

Fire extinguishers required for Hot Saws, Masticators and similar equipment identified in Section B. above may be substituted with a 3 gallon CAFS.

Tank truck, trailer or equivalent may be substituted with a 30 Gallon CAFS with at least 550 feet of one inch hose and an adjustable nozzle with enough water, air and foam concentrate for at least one recharge.

This equipment and accessories shall also be deliverable to a fire in the area of operations and subject to the requirements for each specific activity level identified in C7.22#.

L. Communications Purchaser shall furnish a serviceable communications system such as a telephone, radio-telephone, radio system or satellite phone connecting each operating side within the Sale Area with Purchaser's headquarters, and capable of notifying Forest Service within **15 minutes** of discovery of any fires on the Sale Area or along Purchaser's haul route. When such headquarters is at a location which makes communication to it clearly impractical, Forest Service may agree to a reasonable alternative notification method.

A Citizen's Band (CB) radio is not acceptable communications.

M. Cable Yarding Tank Unit When all or part of Included Timber will be harvested by a long span (over 1,500 feet) cable yarding operation, Purchaser shall provide at each active cable yarding landing a tank truck, trailer or acceptable CAFS substitute which can be lifted and transported by the carriage.

The unit shall meet the same requirements as specified for the tank truck, trailer or approved CAFS substitute.

N. Helicopter Yarding Fire Precautions Purchaser shall provide and maintain fire equipment as follows:

1. The fire tool box required under this provision shall be equipped for attachment to the helicopter long line so that it may be hauled to needed locations. Such attachment device shall not interfere with access to fire tools. Unless agreed otherwise, the fire tool box shall be located at the Active Landing ready for immediate dispatch.
2. An external helibucket readily attachable to the helicopter, with a capacity of at least 500 gallons, and having a remote control door mechanism adequate for rapid dropping of water. The helibucket shall be located at the helicopter service landing and shall be filled with water ready for immediate dispatch unless otherwise agreed.
3. All aircraft used in conjunction with Purchaser's Operations shall be equipped with an operable radio system capable of meeting Region Five avionics requirements.

4. For protection of fuel servicing operations, fire extinguishers which have the following ratings based on the open hose discharge capacity, i.e., "broken hose," of the aircraft fueling system shall be readily available:
 - a. Where said capacity does not exceed 200 gallons per minute, at least one approved extinguisher having a minimum rating of 20-B;
 - b. Where said capacity is in excess of 200 gallons per minute, but not over 350 gallons per minute, one approved extinguisher having a minimum rating of 80-B;
 - c. Where said capacity is in excess of 350 gallons per minute, two approved extinguishers, each having a minimum rating of 80-B.
5. By agreement, a suitable CAFS may also be used in lieu of the above extinguishers.
6. Extinguishers of over 50 pounds gross weight shall be of wheeled type or be mounted on carts to provide mobility and ease of handling.

C7.22# - EMERGENCY PRECAUTIONS (06/2012)

Purchaser's Operations shall conform to the limitations or requirements in the Project Activity Level (PAL) table below. Unless otherwise agreed in writing, Project Activity Levels applicable to this project shall be the predicted levels for the Fire Danger Rating Area(s), or fire weather station(s) stated in the Sale Area Map legend.

Forest Service, in its sole discretion, may change the predicted activity level if the current fire suppression situation, weather and vegetation conditions warrant an adjustment. If practicable, Forest Service will determine the following day's activity level by 6:00 PM. Purchaser shall obtain the predicted Project Activity Level from the appropriate Ranger District Office before starting work each day.

Forest Service may change the Project Activity Level Table to other values upon revision of the National Fire Danger Rating System. When Purchaser is notified, the revised Project Activity Levels will supersede the levels in the Project Activity Level Table below.

PROJECT ACTIVITY LEVEL (PAL) - C7.22# - EMERGENCY PRECAUTIONS

PROJECT ACTIVITY LEVEL (PAL) - C7.22# - EMERGENCY PRECAUTIONS (6/2012)

PROJECT ACTIVITY LEVEL TABLE

Level	<i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i>
A	Minimum required by C7.2#.
B	1. Tank truck, trailer, or approved CAFS substitute shall be on or adjacent to the Active Landing.
C	1. When Hot Saws or Masticators are operating, a tank truck, trailer or approved CAFS substitute shall be within ¼ mile of these operations. Effective communications shall exist between the operator and the Active Landing. 2. Immediately after Mechanical Operations cease, Fire Patrol is required for two hours.
D	1. Immediately after Hot Saw or Masticator operations cease, Fire patrol is required for three hours. 2. No Dead Tree felling after 1:00 PM, except recently dead. 3. No Welding or cutting of metal after 1:00 PM, except by special permit.
Ev	1. The following activities may operate all day: a) Loading and hauling logs decked at approved landings. b) Loading and hauling chips stockpiled at approved landings. c) Servicing equipment at approved sites. d) Dust abatement, road maintenance (Chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stock pile loading and installation (does not include pit or quarry development). e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings. 2. Hot Saws or Masticators may operate until 1:00 PM; provided that: a) A tractor or other equipment with a blade capable of constructing fireline is on or adjacent to the active landing or within ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the Hot Saw or Masticator. b) Any additional restrictions specified by the Forest.

	<p>3. All other conventional Mechanical Operations are permitted until 1:00 PM.</p> <p>4. Some operations may be permitted after 1:00 PM, on a case-by-case basis, under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are:</p> <ul style="list-style-type: none"> • Rubber Tire Skidding • Chipping on Landings • Helicopter Yarding • Fire Salvage <p>When approved by a Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by the Contracting Officer for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Purchaser's equipment for prevention and suppression readiness, type of operation and social and community considerations etc. (See attached Project Activity Level Variance Agreement).</p>
<p>E</p>	<p>The following activities may operate all day:</p> <ol style="list-style-type: none"> 1. Loading and hauling logs decked at approved landings. 2. Loading and hauling chips stockpiled at approved landings. 3. Servicing Equipment at approved sites. 4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development). 5. Chainsaw operation associated with loading at approved landings. <p>All other activities are prohibited.</p>

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.

C8.64 - DEBARMENT AND SUSPENSION CERTIFICATION (03/2018)

Pursuant to 2 CFR 180 and 2 CFR 417, Purchaser shall certify and obtain certifications from its Subcontractors regarding debarment, suspension, ineligibility, and voluntary exclusion, including additional Subcontractors obtained after award of this contract. 'Subcontractors' are participants in lower tier covered transactions.

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

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

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

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

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

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

C8.66# (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 N/A 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.