C2.2 - UTILISATION AND REMOVAL OF INCLUDED TIMBER (05/2003)

B2.2 notwithstanding, up to 2 feet of a sawlog piece may be left and up to 5 feet of a small roundwood piece may be left.

Where cut trees are identified by paint, the Purchaser shall leave stumps of a minimum height to avoid obliterating paint markings that indicate individual trees to be cut.

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

Notwithstanding the designations for cutting under B2.31, B2.32, B2.33, or B2.34, live or dead reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Reserve trees are identified by **2 white bands at eye level** and shall be protected in accordance with C6.32#. Units with reserve trees are shown on Sale Area Map.

C2.302# - CUTTING UNIT BOUNDARIES (09/2004)

The boundaries of Cutting Unit(s) are designated as shown in the following table. The trees used for boundary designation are not to be cut.

See Table C2.302# - Cutting Unit Boundaries, Cutting Unit Boundary Designation Table
### Cutting Unit Boundary Designation Table

<table>
<thead>
<tr>
<th>Cutting Unit(s)</th>
<th>Boundary Color</th>
<th>Boundary Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Orange</td>
<td>Boundary line trees are marked at eye level with 3 orange horizontal slash marks facing into the unit and a spot ground level. Recognizable features such as roads or streams are designated as the unit boundary in the absence of a marked line. Yellow boundary posters with the sale name and Subdivision number are stapled to boundary trees and face outwards at locations where the Subdivisions intersects roads or other features.</td>
</tr>
</tbody>
</table>
Within Subdivision(s) or Cutting Unit(s) All, 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/ [a] Retain all standing green trees unless otherwise designated by a Forest Official. Cut and remove all damaged trees. Damaged trees are described as:

1. All pine and hardwood trees meeting Utilization Specifications in A2 that are lying on the ground with the stump still attached.
2. Damaged trees attached to a stump where damage is visible below stump height measured from the high side of the tree.
3. Any pieces or parts of trees completely broken off from the stump and lying on the ground are designated for removal.
4. The standing portion of any trees that do not meet the criteria for Damage above are Included Timber, but must be designated with paint by a Forest Officer before removal.

Trees that meet the criteria for Damage above, but are inaccessible or economically impractical to remove may be left. The determination of inaccessible or economically impractical shall be made by the Forest Official.

All harvest operations shall take place outside of protected areas.

(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/ N/A 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
Within Subdivision 1, the Prescription is as follows:

**Area Condition Description**
Salvage Areas- Can be described as areas where most of the trees have been damaged due to the wind event creating hazardous fuel conditions. Logging practices will remove as much of the fuels on site as possible. A regeneration plan will most likely be put into place.

Sanitation Areas- Can be described as areas where 50% of the trees have been damaged due to the wind event. Logging practices will remove hazardous fuels on site that are accessible and do not damage the residual stand. A regeneration plan may be put in place if necessary.

Outlier Areas- Can be described as areas where small portions of the stands are damaged. Removal of the debris will be allowed if accessible and it does not damage the residual stand. A regeneration plan will most likely not be put in place.

**Desired Future Conditions (density, stocking, species composition, growth objectives, etc.):**

**Short Term:** Conduct salvage activities that will reduce hazardous fuels and provide opportunities for native community habitat restoration. Old Growth patches with more than 3 tons per acre may be treated for hazardous fuel reduction.

**Long Term:** The objective is to restore native community habitat to areas affected by the wind event. The stands will be maintained as their respective native communities by management practices that promote health and vigor. Stands in old growth patches will be managed for old growth attributes.
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).

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.
(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.
C6.2224 - PROTECTION OF SPECIAL AREAS (05/2003)

The Purchaser shall not conduct logging operations within the boundaries of the following areas: Pitcher plant bogs and Gopher habitat areas.

No equipment will be allowed to enter a bog, but timber may be removed by winching or other methods that do not result in equipment entering the bog.

Within the Sale Area where Louisiana Pinesnake have been known to occur, Purchaser shall implement, to the maximum extent practicable, avoidance and minimization measures described below:

- Do not intentionally kill, harm, or capture any snakes;
- Avoid pocket gopher mound complexes identified by Forest Service personnel;
- Limit the number of vehicles in the work area to only those necessary to complete the work.

Logging shall be permitted in the following areas only during the following specified times: Within 50' of a protected stream, as shown on the Sale Area Map, logging may only be conducted when ground conditions are such that equipment will not cause excessive rutting. No landings or skid trails parallel to the stream will be allowed in this area. Unless otherwise agreed, no cutting of trees or vegetation within 5' of the streambank will be allowed. If more than 10% of mineral soil is exposed in this area, appropriate erosion control measures will be implemented.

The locations of these areas are shown on the Sale Area Map and are marked on the ground by the following means: The approximate location of bogs are shown on the Sale Area Map with the symbol SA. Actual location on the ground shall be determined by the District Biologist or other Forest Official as logging commences in the area.

The District Biologist shall locate and flag pocket gopher complexes that shall be avoided during harvesting operations.

Protected streams are shown on the Sale Area Map with the symbol .

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: N/A

Wildlife and Botanical Protection Measures: There are RCW trees within the sale area, where the logging season will be restricted within 200' of the cavity trees to the period outside of the nesting season, which is March 1-July 31, unless the birds have fledged or there is no activity, in which case a Forest official may waive this requirement. RCW cavity trees shall be protected from damage during harvesting operations. Damage is considered damage to the crown, bole, or roots of the tree.

Cave Resource Protection Measures: N/A
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 $1,000 for each ROW CAVITY trees reserve tree and $N/A for each N/A 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.

C6.31 - SAFETY - CONTAMINATED LANDS (05/2003)

Lands included in this contract were formerly used by the Department of Defense as an impact area of an artillery (bombing, machine gun, mortar, etc.) range, and were contaminated by unexploded and dangerous bombs, shells, rockets, mines, charges, or other explosives on or below the surface thereof.

The United States is unable to certify that these lands are completely decontaminated of dangerous explosives, and is unable to state whether or not the lands are safe for use.

The Purchaser assumes full obligation for any and all liabilities for damage to life or property arising from the operations on, and the occupancy or use of the National Forest lands under this contract; and shall waive and hold the United States harmless from any and all claims for damages by third parties resulting from such operations, occupancy or use.
C6.361# - ACCEPTANCE OF PURCHASER CUTTING (06/2016)

Upon purchaser's written request and assurance that cutting to prescription has been completed in a cutting unit in accordance with C2.355#, 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. Unless otherwise agreed in writing, procedures for inspecting purchaser cutting under C 2.355# are as follows:

Upon purchaser's written request and assurance that cutting to prescription has been completed in a Subdivision or cutting unit in accordance with C2.355#, 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. Unless otherwise agreed in writing, procedures for inspecting purchaser cutting under C 2.355# are as follows:

1/ Within Subdivision 1 as shown on Sale Area Map, the following criteria shall be used by the Forest Service to evaluate compliance and determine if purchaser's tree selection under C2.355# is acceptable.

a) In Subdivision 1, inspections shall be taken on a systematic grid across the cutting area. Using 1/10 acre fixed plots, the following information shall be taken:

- Number of stumps from clay-rooted or blown-over trees
- From examination of the cut stump, determine where there was damage to the tree
- Number of stumps marked with green paint
- Any cut stumps that do not meet the above criteria and are not marked with green paint

b) There will be at least one plot measured for every 10 acres in each Subdivision or Cutting Unit with a minimum of 20 plots and a maximum of 50 plots being measured. The inspector will distribute plots across the Subdivision or Cutting Unit in a systematic manner with a random starting point.

c) The Forest Service will conduct final inspections with acceptance based on compliance to the Description of Damage as described in C2.355#. Inspection Criteria of cutting are as follows:

(CONTINUES NEXT PAGE)

C6.402# - LOGGING EQUIPMENT RESTRICTIONS (09/2004)

Unless otherwise agreed in writing, purchaser shall take the following measures to minimize breakage of logs and to protect residual trees and other National Forest resources:

Not applicable Tractors used for shearing, felling/bunching, or skidding shall not exceed the overall width and shall be of the type designated below:

See Table C6.402# - Logging Equipment Restrictions

Applicable In Subdivision(s) All, logging shall be conducted with Mechanical Feller-Buncher.

Not Applicable In Subdivision(s) N/A the following equipment shall be prohibited; N/A
Damaged Trees Meeting the Criteria:

1. Forest Service inspector will use 1/10 acre fixed radius plots as a method of determining if cut trees met the criteria for damage under C2.555 or were marked with green paint.

2. The desired end-result is for damaged trees that are accessible to be removed.

3. Cut trees will be scored based on the following criteria:
   
   i. If a stump that falls within the plot has the roots or root-wad partially or completely pulled out of the ground, the tree was designated for removal.
   
   ii. If a stump that falls within the plot has visible splits, cracks, or ripped bark, the tree was designated for removal.
   
   iii. If the stump that falls within the plot has been marked with green paint, the tree was designated for removal.

4. Any trees that meet the designation criteria in C2.355, but are inaccessible or are economically impractical to remove, may be left. Inaccessibility is determined as no viable stream crossing or having to build more than ¼ mile of temporary road; economic impracticability is described as fewer than 10 trees/acre.

   d) Stumps that meet the criteria in c) shall be given a score of 1; any stumps that do not meet the criteria in c) shall be given a score of 0. Trees that meet the criteria in c), but have not been removed shall be considered as having a stump score of 0.

   e) The overall Damage Criteria score for the Subdivision or Cutting Unit shall be 75% or greater to be in compliance. The overall Damage Criteria score will be determined using the following formula: 

   \[
   \text{Damage Criteria Score} = \left( \frac{\text{sum of scores for stumps}}{\text{total # stumps scored in all plots}} \right) \times 100.
   \]
**C6.402#LOGGING EQUIPMENT RESTRICTIONS**

<table>
<thead>
<tr>
<th>TYPE OF EQUIPMENT</th>
<th>WIDTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
The Department of Defense used lands included in this contract as an impact area for a wide range of weapons. Included Timber within Subdivision(s): ALL may be contaminated with bullets, shrapnel or other ordnance associated with various military maneuvers, hereinafter collectively referred to as metal fragments.

For the purposes of this provision, metal contamination includes but is not limited to, a metal fragment or fragments that are attached to or imbedded within a tree. Excessive metal contamination is contamination with metal fragments of sufficient size and dispersion so as to render the entire tree or a minimum piece (as defined in A2) thereof unable to meet minimum utilization standards in A2.

The United States is unable to certify that lands included in this contract are completely decontaminated of dangerous explosives, and is unable to state whether the lands are safe for use.

The Purchaser assumes full obligation for any and all liabilities for damage to life, limb, or property arising from the operations on, and the occupancy or use of, the National Forest lands under this contract; and shall save and hold the United States harmless from any and all claims for damages by third parties resulting from such operations, occupancy or use.

The Purchaser shall determine, subject to Forest Service concurrence, whether Included Timber is contaminated with metal fragments by either making a visual inspection of the Included Timber or by using a metal detector to be supplied by the Purchaser.

The Purchaser is not required to harvest and remove Included Timber with excessive metal contamination. B2.2(b) and C2.2 notwithstanding, sections of trees or logs with metal fragments may be bucked out and left in place. However, the Purchaser must remove pieces remaining after the bucking operation that meet minimum utilization standards ("minimum piece" as defined in A2). If bucking out contaminated sections would cause the remaining piece(s) or tree to not meet minimum utilization standards, no bucking is required and the piece(s) or tree may be left in place.

Upon mutual agreement, areas of the Subdivision in which at least 50% of the Included Timber is affected by excessive metal contamination may be adjusted by revising the subdivision boundary.

The Forest Service is under no obligation to supply replacement timber for timber contaminated with metal fragments.

C6.58 - STREAMCOURSE PROTECTION (05/2003)

The following are required in addition to the Standard Provisions under B6.5:

Applicable:

Fords may be permitted with written authorization in locations containing rock or rock-fragment bottoms or where streams can be protected with corduroy or gravel.

N/A: All vehicles are prohibited within a N/A Marked boundary along either side of Streamcourses that are shown on the Sale Area Map. Vehicles will be allowed to cross Streamcourses only at locations designated by the Forest Service or as essential to construction or removal of culverts or bridges.
Where soil has been disturbed by Purchaser's operations and vegetation is needed to minimize erosion, Purchaser shall take appropriate measures according to the following specifications or other agreed stabilization measures:

Temporary road cuts, fill slopes, and shoulders shall be seeded and fertilized within 15 days of construction during the seeding season(s).

Temporary road surfaces, landings, and skid trails shall be seeded when not to be used for a period exceeding 60 days during the seeding season(s).

Temporary road cuts, fill slopes, and other soil disturbance within 25 feet slope distance of a streamcourse shall be seeded and mulched within 3 days of the disturbance.

Exposed soil on temporary roads, skid trails and landings no longer needed for the Purchaser's operations shall be seeded and fertilized within 30 days of discontinued use during the seeding season(s). Soil tilling to cover seed may be required under dry site conditions.

Fresh areas or roads with soil compaction will require harrowing, diskng or ripping. Fertilizer shall be applied and mixed thoroughly with the soil prior to seeding. Due to compaction, it may be necessary to till the soil to a depth of 6 inches or more.

The seeding season(s) shall be during the inclusive listed below, unless otherwise agreed.

See C6.601# - Revegetation Plan and Specifications, Seeding Season(s) Table

The following kinds and amounts per acre of seed and fertilizer shall be applied, unless otherwise agreed.

See C6.601# - Revegetation Plan and Specifications, Fertilizer and Seed Table

N/A Mulch at the rate of N/A pounds per acre shall be applied. The Forest Service will identify the areas where mulch is required in addition to those specified elsewhere in this contract. Hay, straw, pine straw or shredded bark or other mulch acceptable to the Forest Service may be used as mulching material.

N/A The Forest Service shall agree to the timing of the seeding operations.

N/A Seeding operations shall not begin without the presence of a Forest Service representative.

N/A Other revegetation specification: N/A

If the Forest Service performs such work as provided under a written cooperative agreement (16 U.S.C. 571), the Purchaser shall make the following deposit:

See C6.601# - Revegetation Plan and Specifications, Cooperative Deposit Table
### Table 1

<table>
<thead>
<tr>
<th>Summer (April-Sept)</th>
<th>Bulk rate in lbs./acre (PLS)**</th>
<th>Mixed rate in lbs./acre</th>
<th>Winter (Oct-Mar)</th>
<th>Bulk rate in lbs./acre (PLS)**</th>
<th>Mixed rate in lbs./acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>brown top millet</td>
<td>35-45</td>
<td>10</td>
<td>australian winter peas†</td>
<td>30</td>
<td>4.5</td>
</tr>
<tr>
<td>common carpet grass</td>
<td>25-35</td>
<td>2.5</td>
<td>cereal rye</td>
<td>90-120</td>
<td>9</td>
</tr>
<tr>
<td>cow peas - var. iron and Clay†</td>
<td>25-35</td>
<td>5</td>
<td>cow peas - var. iron and Clay†</td>
<td>25-35</td>
<td>2.5</td>
</tr>
<tr>
<td>grain sorghum</td>
<td>20</td>
<td>3</td>
<td>oats</td>
<td>100-120</td>
<td>20</td>
</tr>
<tr>
<td>partridge pea</td>
<td>10-13</td>
<td>3</td>
<td>wheat</td>
<td>60-120</td>
<td>20</td>
</tr>
<tr>
<td>pearl millet</td>
<td>25-30</td>
<td>5</td>
<td>white clover (oscelea or durana)†</td>
<td>3-5</td>
<td>2</td>
</tr>
</tbody>
</table>

### Table 2

<table>
<thead>
<tr>
<th>Critical Erosion Areas (areas of concern due to slope)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Summer/Winter</td>
</tr>
<tr>
<td>----------------</td>
</tr>
<tr>
<td>Bahiagrass</td>
</tr>
<tr>
<td>Bermudagrass</td>
</tr>
<tr>
<td>brown top millet</td>
</tr>
<tr>
<td>common carpet grass</td>
</tr>
<tr>
<td>ryegrass (annual)</td>
</tr>
<tr>
<td>white clover (oscelea or durana)†</td>
</tr>
</tbody>
</table>

†Inoculate all legumes and clovers (except for Partridge Pea)

‡‡ PLS = pure live seed

For ryegrass and clovers, prefer to be top seeded and cover very lightly

### Table 3 – Cooperative Deposit

| $2091.29 Lump Sum |
C6.65 - SKID TRAILS AND FIRE LINES (05/2003)

At locations where terrain or other conditions prevent practicable construction of cross ditches and waterspreading ditches, the Forest Service may designate that ground debris consisting of root mat, humus, leaf and needle litter, or slash (as defined in C6.78) existing in the immediate area be placed on skid trails or fire lines. At such locations, the Purchaser shall place sufficient ground debris to slow and disperse runoff. At other locations the Forest Service and the Purchaser may agree to use ground debris, singly or in combination with other methods, to control erosion.

C6.78 - SLASH TREATMENT (08/2004)

Slash is defined as all vegetative debris resulting from the Purchaser's operations, including limbs, tops, cull logs, bark, wood chunks, pushed-out stumps, damaged brush, and damaged residual trees. Tops from felled trees and all trees to be removed from roads, landings, or other construction clearings shall be completely felled and not left leaning or hanging in other trees. Slash associated with construction of Specified Roads is construction slash subject to treatment according to road construction specifications.

Other Ownership. The Purchaser shall conduct operations so that slash does not enter non-National Forest System lands, as shown on Sale Area Map. In event slash is deposited on other ownership, the Purchaser shall immediately remove such slash. The Contracting Officer may agree in writing to other treatment requirements if the Purchaser provides a written slash disposal agreement between the Purchaser and the landowner.

Roads and Other Clearings. Along roads available for public use the Purchaser shall immediately remove slash from traveled surfaces, shoulders, and drainage facilities. Other slash along roads available for public use and all slash along roads not available for public use shall be removed from the clearing limits within four days after adjacent skidding or yarding to each landing is complete. In areas where skidding or yarding is delayed or interrupted, slash shall be removed within ten days after being created.

Trails open to public use shall be kept free of slash. Slash within the clearing limits of powerlines, telephone lines, pipelines, and similar clearings shall be removed within ten days after adjacent skidding or yarding to each landing is substantially complete.

Slash removed from roads and other clearings shall be scattered outside the clearing limits, or otherwise disposed of as agreed. The time requirements for completion of slash removal may be changed by written agreement, except where immediate removal is required.

Other Treatment Areas. The Purchaser shall complete slash treatment in other areas as described below. The Forest Service and the Purchaser shall jointly agree to a schedule for completion of such slash treatment, which shall be included in the Purchaser's Annual Operating Schedule required under R6.31.

Applicable At or adjacent to log landings, delimming areas, and similar areas of slash accumulation within Sale Area, concentrations of slash greater than 2 ft feet in height and 5 feet in length, measured at greatest distances, shall be Lopped and scattered to lie within 2 ft f of the ground.

Slash treatments described below are required at locations shown on the Sale Area Map by the following symbols:

See Table C6.78 - Slash Disposal, Slash Disposal Requirements Table.
<table>
<thead>
<tr>
<th>Map Symbol</th>
<th>Title</th>
<th>Treatment</th>
</tr>
</thead>
<tbody>
<tr>
<td>RCW</td>
<td>Red-cockaded Woodpecker Cavity Trees</td>
<td>Within the designated Payment Units, all slash within 15 feet of Red-cockaded Woodpecker (RCW) cavity trees shall be removed and then lopped and scattered to lie within 2 feet of the ground. RCW cavity trees are identified under C6.32.</td>
</tr>
</tbody>
</table>
Effective muffler systems installed by the manufacturer as standard equipment shall be maintained on exhausts of trucks, power saws and other internal combustion engines used in the Purchaser's Operations.

C7.202 - FIRE FIGHTING EQUIPMENT (05/2003)

When the Forest Service advises the Purchaser that local fire weather conditions are becoming critical, the Purchaser shall keep with gasoline chain saws at all times long handled shovel and take precautionary measures requested by the Forest Service. The Purchaser shall act as custodian of fire fighting equipment furnished by the Forest Service. Equipment shall be stored in sealed boxes provided for this purpose and shall be transported to locations in the immediate vicinity of current logging and milling operations or Sale Area. The Forest Service shall be reimbursed for any damage to or loss of fire fighting equipment furnished by the Forest Service, which occurs on Negligently-Caused Fires or as a result of using equipment for unauthorized purposes.

C7.22 - EMERGENCY FIRE PRECAUTIONS (05/2003)

The Purchaser shall limit or restrict operations in accordance with the Fire Danger Rating schedule shown below. The Forest Service will determine Fire danger ratings by using the National Fire Danger Rating System.

The Forest Service shall notify the Purchaser of predicted fire danger that may limit or restrict operations. In all cases, the actual weather elements shall govern over the predicted weather elements in determining Fire Danger. Fire danger ratings are based on a severity index from A (low) to E (highest).

<table>
<thead>
<tr>
<th>Fire Danger Rating</th>
<th>Limitations or Restrictions on Purchaser Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>A to C</td>
<td>Normal fire precautionary operations</td>
</tr>
<tr>
<td>C+ to D (Very High)</td>
<td>Forest Service may suspend any or all of Purchaser's operations.</td>
</tr>
<tr>
<td>E (Extreme)</td>
<td>In addition to above restrictions, internal combustion engines or other spark-producing equipment shall not be operated within any areas of the timber sale without specific written approval by the Forest Service.</td>
</tr>
</tbody>
</table>
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.