U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE **TIMBER SALE CONTRACT** (Applicable to Sales to be Scaled after Felling)		**Name of Purchaser**	
National Forest Tahoe	**Ranger District** American River Ranger District	**Region** Pacific S-West	**Contract Number**
Sale Name Deadwood Fire Salvage and Roadside Hazard		**Award Date**	**Termination Date** 10/15/2015

The parties to this contract are The United States of America, acting through the Forest Service, United States Department of Agriculture, hereinafter called Forest Service, and _____ hereinafter called Purchaser.

Forest Service having advertised a sale at which either (1) Purchaser, whose required bid deposit is now held by Forest Service as an initial deposit, was the successful bidder, or (2) no bids were received and Purchaser having subsequently offered at least the minimum advertised price and made an initial deposit in the same amount as the bid deposit specified in the sale advertisement; and the parties hereto desiring to record their agreement; now therefore,

Unless provided otherwise herein, Forest Service agrees to sell and permit Purchaser to cut and remove Included Timber and Purchaser agrees to purchase, cut, and remove Included Timber.

This contract consists of three Divisions: A - Specific Conditions, B - Standard Provisions, and C - Special Provisions, together with Sale Area Map, Plans and specifications for developments (if any), and such attachments as may be provided for in Division C. Specific Conditions are numbered and apply to the Part, Section, Subsection, or Item of the Standard Provisions, as indicated hereunder. Other conditions of this contract are stated in Division C - Special Provisions.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the award date.

UNITED STATES OF AMERICA

Two Witnesses: 1/

By: _____
Contracting Officer

_____
(Name)

_____
(Title)

_____
(Address)

_____
(Purchaser) 2/

_____
(Name)

By: _____

_____
(Address)

_____
(Title)

_____
(Business Address)

I, 3/ _____, certify that I am the _____

Secretary of the corporation named as Purchaser herein; that _____

who signed this contract on behalf of Purchaser, was then _____

of the corporation; that the contract was duly signed for and in behalf of the corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ **CORPORATE SEAL** 4/

*SAMPLE

INSTRUCTIONS:

1/ The signatures and addresses of two witnesses are required if Purchaser is other than a corporation.

2/ If Purchaser is a co-partnership, the signatures should be: XYZ Company, by John Doe, a member of the firm. If Purchaser is a corporation, form of signature should be: XYZ Company, by John Doe, President (or other officer or agent) and the seal of the corporation must be impressed or indicated.

3/ The certificate must be completed if Purchaser is a corporation.

4/ If the corporation has no corporate seal that fact shall be stated, in which case a scroll or adhesive seal shall follow the corporate name.

EXAMPLE 1/

Subcontractor Certification
Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Timber Sale Name: _____
National Forest: _____

The prospective subcontractor (participants in lower tier covered transactions) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this timber sale by any Federal department or agency.

Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.

Name of Subcontractor: _____
Business Address: _____
_____

_____ _____
Date Signature

1/ It is the Purchaser's responsibility to have subcontractors complete this certification and to maintain a file of completed certifications. This certification does not need to be returned to the Forest Service, except at the written request of the Contracting Officer.

* SAMPLE *

The following conditions apply to the indicated portions of Division B - Standard Provisions issued June 2006.

A1 - Location and Area, applicable to B1.1

This Sale Area of 3952.2 acres more or less is located in:

portions of: Sections 5 and 6, T.14N., R.12E., and Sections 2, 3, 10, 11, 19, 20, 29, 30, and 32, T.15N., R.12E., MDBM

A2 - Volume Estimate and Utilization Standards, applicable to B2.1, B2.2, B2.4, and B6.4

Species	Product	Estimated Quantity	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Merch. Factor
Douglas Fir	Sawtimber	2,344.81	MBF	12.0	1	10	8.0	25
Incense Cedar	Sawtimber	1,940.20	MBF	12.0	1	10	8.0	25
Ponderosa Pine	Sawtimber	3,118.35	MBF	12.0	1	10	8.0	25
Sugar Pine	Sawtimber	1,581.55	MBF	12.0	1	10	8.0	25
White Fir	Sawtimber	6,768.45	MBF	12.0	1	10	8.0	25
Timber Subject to Agreement under C2.11#								
Combined Hardwood	Non-Saw	unestimated	MBF	N/A	1	N/A	N/A	N/A
Combined Softwood	Cull Logs	unestimated	MBF	N/A	1	N/A	N/A	N/A
Total Quantity		15,753.36	MBF					

A3- Timber Designations, applicable to B2.3; acres are approximate:

	Number	Acres
Clearcutting Units (B2.31)		
Specified Road Clearing (B2.32)		
Overstory Removal Units (B2.33)		
Understory Removal Units (B2.34)		
Individual Trees (B2.35)		1,001.6
Incompletely Marked Timber (B2.36)		

* SAMPLE *

A4 - Timber Payment Rates, applicable to B3.1 and B4.0

A4a - For Species and Products to be Paid for at Rates Escalated under B3.2

Not Applicable

A4b - For Species and Products to be Paid for at Flat Rates

Species	Product	Unit of Measure	Rates per Unit of Measure				
			Base $	Advertised $	Bid Premium $	Bid (Flat) $	Required Deposits Slash Disposal $
Douglas Fir	Sawtimber	MBF	6.00	107.50			1.21
Incense Cedar	Sawtimber	MBF	10.00	144.05			1.21
Ponderosa Pine	Sawtimber	MBF	10.00	68.66			1.21
Sugar Pine	Sawtimber	MBF	10.00	65.86			1.21
White Fir	Sawtimber	MBF	6.00	102.16			1.21
Timber Subject to Agreement under C2.11#							
Combined Hardwood	Non-Saw	MBF	1.00	12.50			1.21
Combined Softwood	Cull Logs	MBF	1.00	1.00			1.21

For purposes of convenience in collection and bookkeeping, Bid Rates stated in A4 include payment of deposits for sale area betterment required pursuant to 16 USC 576b. Such deposits are not included as Required Deposits defined hereunder.

* SAMPLE *

The following definitions are established for the terms used in A4:

Base Rates are the lowest rates of payment for timber that are authorized by this contract. Base Rates remain constant throughout the life of this contract and are not subject to change by rate redetermination, except for reduction under B3.31, B3.32, or B3.33.

Advertised Rates are the minimum acceptable Bid Rates for timber, exclusive of Required Deposits. These rates are those indicated by appraisal, with a cost allowance made for construction of Specified Roads listed in A7, but are never less than Base Rates.

Bid Premium Rates are the amounts by which Purchaser's bid is in excess of Advertised Rates. The Bid Premium Rates are constant during this contract, except as provided in B3.31, B3.32, and B3.33.

Bid Rates are the rates bid by Purchaser (exclusive of Required Deposits for slash disposal, road maintenance, and contract scaling) and are the sum of Advertised Rates and Bid Premium Rates. Until a rate redetermination becomes effective, the Bid Rate for species and products in A4a is the Tentative Rate that is subject to quarterly adjustment under B3.2; for species and products in A4b, the Bid Rate is the Flat Rate.

Required Deposits are deposits that Purchaser may be required to pay for slash disposal (16 USC 490), road maintenance (16 USC 537), and contract scaling (1994 Appropriations Act). Required Deposits may be adjusted as part of a rate redetermination or a Contract Term Extension. The table shows only Required Deposits for slash disposal; road maintenance deposits, if any, are given in C5.32#; and contract scaling deposits, if any, are given in C6.816#.

Base Index is the specified average of the lumber or other product selling value index used as the basis for computing adjustment in rates for variance in product selling value, as provided in B3.2.

A5 - Indices Used in Quarterly Adjustment, applicable to B3.2

Not Applicable

A6 - High Stumps, applicable to B6.412

Species	Product	Maximum Stump Height * (Inches)
All	Sawtimber	12

* *Maximum of 8" stump height within 50 feet of the Western States Trail. Maximum stump height for hand falling is 1/3 stump diameter, unless greater stump height is necessary for safety.

* SAMPLE *

A7 - Specified Roads, applicable to B5.2

Name and Date of Governing Road Specifications: Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects(2003)-english

Project		Design Class	Appro. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Construction Staking 1/
6149-015-04	BRANCH SPUR (R) (segment 0 to .19)	Single Lane - 5 mph	.19 / .31	7 06/19/2014	FS	FS	Purchaser BC
6149-026-04	DEADWOOD CUTOFF SPUR (R) (segment 0 to .49)	Single Lane - 5 mph	.49 / .79	8 06/19/2014	FS	FS	Purchaser BC
6149-010	HERMAN MINE (R) (segment 1.06 to 1.74)	Single Lane - 5 mph	.68 / 1.09	5-6 06/19/2014	FS	FS	Purchaser BC
0088-026	MACEDON (R) (segment 2.5 to 3.1)	Single Lane - 5 mph	.6 / .97	4 06/19/2014	FS	FS	Purchaser BC

1/ Indicate timing, i.e., before clearing (BC) or after clearing (AC). Applicable to B5.212.

A8 - Forest Service Engineering Completion Schedule, applicable to B5.21

Road No.	Road Name	Type of Work	Completion Date
	NOT APPLICABLE		

A9 - Scaling Instructions and Specifications, applicable to B6.8

Name and Date of Governing Instructions: National Forest Scaling Handbook, FSH 2409.11, as amended. R5 Taper Rules as authorized by Regional Forester, R5 Supplement 2409.11-2007-01.

Scaling Specifications					
Species	Product	Maximum Scaling Length (feet)	Trim Allowance		
			Diameter Range (inches)	Length Range (feet)	Trim Allowance (inches)
All	*Sawtimber*	*20*	*ALL*	*ALL*	*6*

* SAMPLE *

A10 - Scaling Services, applicable to B6.81

Species	Product	Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit $
All	Sawtimber	MBF	Foresthill Seed Orchard	Conventional (100%) Log Scale	.00

A11 - Minimum Scaling Volumes, applicable to B6.81

Minimum volume for Continuous Scaling Services in two-week period N/A MBF per scaler

Minimum volume for Intermittent Scaling Services N/A MBF on a N/A basis

A12 - Fire Precautionary Period, applicable to B7.2

April 01 to December 01, inclusive

A13 - Purchaser Responsibility to Furnish Crews and Equipment for:

Initial Fire Supression, applicable to B7.3

Within 25 road miles

Fire Suppression Reinforcement, applicable to B7.312 and B 7.313

Within 100 road miles

A14 - Purchaser's Obligation per Operations Fire, applicable to B7.41

Maximum Amount: $ $62,600.00

A15 - Termination Date, applicable to B8.2

October 15, 2015

A16 - Normal Operating Season, applicable to B6.31, B6.66, B8.21 and B9.3

First Period: June 01 to October 15, inclusive

Second Period: _____ to _____, inclusive

A17 - Performance Bond Amount, applicable to B9.1

_____

A18 - Downpayment, applicable to B4.211

Downpayment Amount: _____

A19 - Periodic Payment Amount, applicable to B4.213

	Periodic Payment Determination Date	Amount
Initial Payment:	April 24, 2015	_____
Additional Payment:	_____	_____

A20 - Market-Related Contract Term Addition Producer Price Index, applicable to B8.212

Index Name: Softwood Lumber **Index Number:** 0811

SAMPLE

A21 - Inapplicable Standard Provisions

The following listed Sections, Subsections, or Items of Division B-Standard Provisions - are hereby made inapplicable. (Instructions: List by reference number and title.)

B4.211	DOWNPAYMENT
B4.4	PAYMENTS NOT RECEIVED
B8.212	MARKET-RELATED CONTRACT TERM ADDITION

A22 - List of Special Provisions

The following listed special provisions are attached to and made a part of this contract as Division C. Provisions with reference numbers followed by # contain blanks into which data have been entered for this sale. (Instructions: List by reference number, title, and date.)

C2.11#	TIMBER SUBJECT TO AGREEMENT (02/1971)
C2.2#	MINIMUM PIECE SIZE FOR SAWTIMBER (02/2009)
C2.3#	RESERVE TREES (04/2004)
C2.35#	DESIGNATION OF TIMBER, CUTTING UNIT BOUNDARIES, AND SUBDIVISION/PAYMENT UNIT BOUNDARIES (06/2012)
C4.211	DOWNPAYMENT (06/2007)
C4.212	TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)
C4.4	PAYMENTS NOT RECEIVED (08/2012)
C5.12#	USE OF ROADS BY PURCHASER (06/1999)
C5.13#	ROAD COMPLETION DATE (04/2004)
C5.213#	DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES (04/2004)
C5.221#	MATERIAL SOURCES (04/2004)
C5.31#	ROAD MAINTENANCE REQUIREMENTS (07/2001)
C5.32#	ROAD MAINTENANCE DEPOSIT SCHEDULE (07/2001)
C5.35#	ROAD AND WATER SUPPLY USE (05/2008)
C6.22#	PROTECTION OF IMPROVEMENTS (05/2008)
C6.24#	SITE SPECIFIC PROTECTION MEASURES (04/2004)
C6.315#	SALE OPERATIONS SCHEDULE (08/2006)
C6.32#	PROTECTION OF RESERVE TREES (04/2004)
C6.331	LOG TRUCKING (08/2006)
C6.37	SUBSTITUTE METHODS (08/2006)
C6.41#	FELLING, BUCKING, AND LIMBING (08/2007)
C6.42#	GROUND BASED SKIDDING (08/2006)
C6.425	CABLE AND SKYLINE YARDING (08/2007)
C6.5	STREAMCOURSE PROTECTION (08/2006)
C6.6#	EROSION PREVENTION AND CONTROL (05/2008)
C6.7#	SLASH TREATMENT (08/2006)
C6.815	THIRD PARTY SCALING SERVICES (04/2004)
C6.849	PRODUCT ACCOUNTABILITY (08/2006)
C7.2#	SPECIFIED FIRE PRECAUTIONS (06/2012)
C7.22#	EMERGENCY PRECAUTIONS (06/2012)
C8.212	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)
C8.66# (Option 1)	USE OF TIMBER (04/2004)

* SAMPLE *

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

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

Species	Product
Combined Hardwood	Non-Saw
Combined Softwood	Cull Logs

that shall be Included Timber upon written agreement.

C2.2# - MINIMUM PIECE SIZE FOR SAWTIMBER *(02/2009)*

Purchaser is not required to pay for or remove minimum sawtimber pieces as described in A2 if said pieces have a net scale of less than 20 board feet.

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

Notwithstanding the designations for cutting under B2.31, B2.32, B2.33, or B2.34, live or dead Rust Resistant Sugar Pine (RRSP) reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Reserve trees are identified by metal collars (bands) and identification tags and shall be protected in accordance with C6.32#. Units with reserve trees are shown on Sale Area Map.

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

SAMPLE

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

Timber Designation Table

Subdivision/Area	Tree Paint Color	Designation or Specification
Sale Area	Blue	Hazard Tree. 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.
Subdivisions 400, 401, 402, 403, 404	Blue	Individual Tree Mark. Individual trees are designated for cutting only if Marked above and below stump height with the specified paint color.
Subdivisions 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 16, 17, 20, 21, 22, 23, 105,	White	Leave Tree Mark. All < **conifers over 11.9" dbh** > 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.
Subdivisions 4, 11, 16, and 23	White (W)	Wildlife Trees. 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.
All Subdivisions	Black	Marked Out Trees. When it is necessary to delete previously marked trees, an 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.
N/A		Designation by Spacing C2.351#
N/A		Designation by Species and Diameter, C2.352#
N/A		Designation by Damage Class, C2.353#
N/A		Designation by Row Spacing, C2.354#

* SAMPLE *

Subdivision/Payment Unit and Cutting Unit Boundary Designation Table

Subdivision	Boundary Paint Color	Boundary Designation
Subdivisions 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 16, 17, 20, 21, 22, 23, 105	Orange	Boundaries are designated with 2 ORANGE vertical dots facing into the subdivision and a single dot on each side directionally facing along the subdivision line and orange paint below stump height. Where existing roads are used as boundary lines, paint is not used.
Subdivisions 400, 401, 402, 403, 404	Orange	Boundaries along the ends of subdivisions perpendicular to the roads are designated with 2 orange vertical dots facing into the subdivision and a single dot on each side directionally facing along the subdivision line and orange paint below stump height. Although not painted, boundaries extend no more than 200 feet from each side of the road.

* S A M P L E *

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.

* SAMPLE *

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.

SAMPLE

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

Purchaser's use of existing roads identified on Sale Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

Code	Use Limitations
X	Hauling prohibited
R	Hauling restricted
U	Unsuitable for hauling prior to completion of agreed reconstruction
P	Use prohibited
A	Public use restriction
W	Regulation waiver

Roads coded A will be signed by the Forest Service to inform the public of use restrictions. Purchaser's use of roads coded R, A, or W shall be in accordance with the following restrictions:

See Restricted Road List Table.

* S A M P L E *

Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
88-26	All roads required to be used by Purchaser for the removal of Included Products.	MP 0.00	MP 3.10	R	**Use of Road Restricted** (See requirements of the Tahoe National Forest Winter Season Operating Standards.)
88-26-02	"	MP 0.00	MP 1.15	R	"
88-26-02-01	"	MP 0.00	MP 0.32	R	"
88-26-03	"	MP 0.00	MP 1.21	R	"
6149-10	"	MP 0.00	MP 1.74	R	"
6149-10-06	"	MP 0.00	MP 0.18	R	"
6149-15	"	MP 0.00	MP 1.03	R	"
6149-15-04	"	MP 0.00	MP 0.19	R	"
6149-26	"	MP 0.00	MP 1.82	R	"
6149-26-04	"	MP 0.00	MP 0.48	R	"

* S A M P L E *

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

Construction of Specified Roads shall be completed no later than 11/01/2014 ; except for earlier construction completion dates for roads listed below:

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

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

When Purchaser elects Forest Service construction of Specified Roads shown in sale advertisement, Forest Service may adjust construction completion date when road construction is delayed or interrupted for causes that qualify for an adjustment of the completion date of Forest Service's road construction contract. When qualifying delays or interruptions of road construction occur, Forest Service shall evaluate such occurrences and document any findings. The current status of any adjustment shall be available to Purchaser on request. Promptly after the end of Normal Operating Season in which qualifying days occur, Forest Service shall give Purchaser written notice of (a) number of qualifying days claimed, and (b) new construction completion dates. After all road construction is complete, Forest Service shall grant Contract Term Adjustment. Such adjustment shall be limited to road completion date delays that occurred during Normal Operating Season.

If Forest Service is responsible for road construction and the actual date of road completion is 1 year or more after the completion date stated above, Purchaser may request a rate redetermination under B3.3 for remaining volume. Such request must be made within 30 days of notification that road construction has been completed. Upon receipt of such request, Forest Service shall redetermine rates using standard methods in effect on the completion date of road construction. Rates to be established shall apply to all timber removed from Sale Area after the effective date of the rate redetermination.

Forest Service shall in no way be responsible for any delay or damage caused by road contractor in performing the road construction, except such delay as may be the fault or negligence of Forest Service.

When Purchaser constructs Specified Roads and requests Contract Term Adjustment, completion dates shall be adjusted by number of days that qualify for such adjustment, provided such qualifying days occur before specified construction completion date. When Purchaser desires to construct an alternate facility under B5.26, Forest Service and Purchaser shall agree, in writing, on a construction completion date for alternate facility. Contract Term Adjustment as noted above will apply. Completion date shall be adjusted where a Design Change or physical changes necessitate a modification of Specified Road construction work that increases the scope or magnitude of the required work.

If Purchaser fails to complete construction of any or all Specified Roads by applicable completion date, as adjusted, Contract Term Extension shall not be granted.

As used in this Subsection, construction of a road is completed when:

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

SAMPLE

(b) Forest Service constructs road and furnishes Purchaser with written notice authorizing use of road.

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

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

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

The total amount to be deposited by Purchaser for reconstruction related engineering services to be completed by Forest Service personnel or by public works contract is $ $14,425.48 . Purchaser shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. In the event a different deposit schedule is agreed to, such deposit shall be due within 15 days after the date of issue indicated on the initial bill for collection, pursuant to B4.4.

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

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

Road or Facility No.	Termini From	Termini To	Engineering Services Completion Date
Road-0088-026	2.5	3.1	11/01/2014
Road-6149-010	1.06	1.74	11/01/2014
Road-6149-015-0	0	.19	11/01/2014
Road-6149-026-0	0	.49	11/01/2014

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

SAMPLE

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

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

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

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

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

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

Source I **1.80** , Source II **N/A** , and Source III **N/A** .

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

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

See Material Source Table.

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

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

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

SAMPLE

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

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

* SAMPLE *

Material Source Table

Material	Type of Purchase	Owner(s)	Unit of Measure	Unit Price	Estimated Quantity	Total
Crushed Aggregate	Finished Product	Ridge Rock Quarry, North San Juan	Ton	None Obtained		

* SAMPLE *

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.

* S A M P L E *

Contract Road Maintenance Requirements Summary Table

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications									
	From	To		T801	T802	T803	T804	T805	T806	T807	T808	T809	T810
88-26	MP 0.00	MP 2.50	2.50	P	P	P				P			
88-26(II)	MP 2.50	MP3.10	0.60										
88-26-02	MP 0.00	MP 1.15	1.15	P	P	P				P			
88-26-02-01	MP 0.00	MP 0.32	0.32	P	P	P				P			
88-26-03	MP 0.00	MP 1.21	1.21	P	P	P				P			
6149-10	MP 0.00	MP 1.09	1.09	P	P	P				P			
6149-10 (II)	MP 1.09	MP1.74	0.64										
6149-10-06	MP 0.00	MP 0.18	.18	P	P	P				P			
6149-15	MP 0.00	MP1.03	1.03	P	P	P				P			
6149-15-04	MP 0.00	MP 0.19	0.19										
6149-26	MP 0.00	MP 1.82	1.82	P	P	P				P			
6149-26-04	MP 0.00	MP 0.48	0.48										

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To		T801	T802	T803	T804	T805	T806	T807	T808	T809	T810
88-26	MP 0.00	MP 2.50	2.50	P	P	P		P	P	P			
88-26(II)	MP 2.50	MP3.10	0.60	P	P	P		P	P	P			
88-26-02	MP 0.00	MP 1.15	1.15	P	P	P		P	P	P			
88-26-02-01	MP 0.00	MP 0.32	0.32	P	P	P		P	P	P			
88-26-03	MP 0.00	MP 1.21	1.21	P	P	P		P	P	P			
6149-10	MP 0.00	MP 1.09	1.09	P	P	P		P	P	P			
6149-10 (II)	MP 1.09	MP1.74	0.64										
6149-10-06	MP 0.00	MP 0.18	.18	P	P	P		P	P	P			
6149-15	MP 0.00	MP1.03	1.03	P	P	P		P	P	P			
6149-15-04	MP 0.00	MP 0.19	0.19	P	P	P		P	P	P			
6149-26	MP 0.00	MP 1.82	1.82	P	P	P		P	P	P			
6149-26-04	MP 0.00	MP 0.48	0.48	P	P	P		P	P	P			

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications									
	From	To		T801	T802	T803	T804	T805	T806	T807	T808	T809	T810
88-26	MP 0.00	MP 2.50	2.50		P	P		P			P	P	
88-26(II)	MP 2.50	MP3.10	0.60		P	P		P			P	P	
88-26-02	MP 0.00	MP 1.15	1.15		P	P		P			P	P	
88-26-02-01	MP 0.00	MP 0.32	0.32		P	P		P			P	P	
88-26-03	MP 0.00	MP 1.21	1.21		P	P		P			P	P	
6149-10	MP 0.00	MP 1.09	1.09		P	P		P			P	P	
6149-10 (II)	MP 1.09	MP1.74	0.64		P	P		P			P	P	
6149-10-06	MP 0.00	MP 0.18	.18		P	P		P			P	P	
6149-15	MP 0.00	MP1.03	1.03		P	P		P			P	P	
6149-15-04	MP 0.00	MP 0.19	0.19		P	P		P			P	P	
6149-26	MP 0.00	MP 1.82	1.82		P	P		P			P	P	
6149-26-04	MP 0.00	MP 0.48	0.48		P	P		P			P	P	

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

SAMPLE*

C5.32# - ROAD MAINTENANCE DEPOSIT SCHEDULE. (8/12) 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 $0.56 per MBF for recurrent maintenance, and $0.05 per MBF 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		

SAMPLE

C5.35# - ROAD AND WATER SUPPLY USE. (5/2008) 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

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

Load Limitations	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. 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.
Existing Non-National Forest System Roads	Roads not shown on Sale Area Map may be used as Temporary Roads if there is agreement before use is started.
Snow Removal	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. 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. Snow must not be removed to the road surface. A minimum **6.0** 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. 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.
Water Supply Deposits	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.

WATER SUPPLY DEPOSIT SCHEDULE

Activity	Unit of Payment	Unit Cost	Total Cost	Time of Payment
N/A				

SAMPLE

Surface Replacement Deposits

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.

SURFACE REPLACEMENT DEPOSIT SCHEDULE

Road No.	From	To	Miles	Rate
88-26	MP 0.00	MP 3.10	3.10	$1.09/MBF Deposited to FSSR01
88-26-02	MP 0.00	MP 1.15	1.15	
88-26-02-01	MP 0.00	MP 0.32	0.32	
88-26-03	MP 0.00	MP 1.21	1.21	
6149-10	MP 0.00	MP 1.74	1.74	
6149-10-06	MP 0.00	MP 0.18	0.18	
6149-15	MP 0.00	MP 1.03	1.03	
6149-15-04	MP 0.00	MP 0.19	0.19	
6149-26	MP 0.00	MP 1.82	1.82	
6149-26-04	MP 0.00	MP 0.48	0.48	

Sale Area Average Rate: $ 1.09 /MBF

* SAMPLE *

C6.22# - PROTECTION OF IMPROVEMENTS *(05/2008)*

Purchaser shall notify Forest Service at least 10 days prior to any operations in the vicinity of improvements identified on Sale Area Map. Purchaser shall protect such improvements from damage and shall be responsible for their timely restoration if damaged by Purchaser's Operations. If relocation or removal of said improvements is necessary to avoid foreseeable damage by Purchaser's Operations, work and cost shall be borne by the party listed in the table below. If Purchaser is required to move or relocate the improvements, they shall move or relocate the improvements listed in the following table to locations and in a manner as specified in drawings or in specifications attached hereto. Improvements shall be returned to their original locations following Purchaser's Operations.

See table below for improvements to be protected.

See Table A

* SAMPLE *

SPECIFICATIONS PURSUANT TO C6.22# - PROTECTION OF IMPROVEMENTS.

Improvement	Owner's or Permittee's Name	Timing	Specifications	Work and Cost of Removal or Relocation Borne by
Road Signs	USFS/COUNTY	10 Days	Protect or Replace	Purchaser
Other Signs	USFS	10 Days	Protect or Remove and Replace	Purchaser
Gates or Barricades	USFS	10 Days	Protect or Remove and Replace	Purchaser

* SAMPLE *

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: All sites shall be protected during Purchaser's Operations. All controlled areas shall have no activities (e.g. ground disturbing activities such as logging equipment, falling, skidding, construction of landings and/or skid trails) within identified controlled area. All sites have been identified on the ground with blue and black flagging around the boundary. Included Timber shall be directionally felled parallel to or away from Heritage Resources.
If a skid trail needs to cross a linear heritage feature use existing breaches, if possible. If new breaches are necessary, breaches shall be approved by the Timber Sale Administrator in conjunction with the District Archaeologist. Prior to the start of harvest operations, the Purchaser and/or Representatives will review on the ground all the heritage sites with the Timber Sale Administrator and District Archaeologist.
Hazard trees within heritage resource boundaries may be removed if:
1. Trees may be limbed or topped to prevent soil gouging during skidding.
2. Written approval must be obtained from the Forest Heritage Program Manager (HPM) prior to any activities within Heritage Resource boundaries.
3. An Archaeologist must be present during felling and removal of trees within Heritage Resource boundaries.
4. Trees will be fully suspended while being removed from the site. Removal of trees inside of Heritage Resources is limited to hand bucking and carrying, rubber tired loader, use of crane/self- loader, and helicopter, or other non-disturbing HPM approved methods.
5. Prior to the felling and removal of Included Timber, the equipment operators will be briefed on the need to minimize ground disturbance.
Wildlife and Botanical Protection Measures: For botanical protection: All sites shall be protected during Purchaser's Operations. All controlled areas shall have no activities (e.g. ground disturbing activities such as logging equipment, falling, skidding, construction of landings and/or skid trails) within identified controlled area. All rare plant sites have been identified on the ground with orange and white candy stripped flagging labeled with SPECIAL TREATMENT ZONE text around the boundary. All noxious weed sites have been identified on the ground with orange flagging labeled with NOXIOUS WEEDS text.

For protection of aquatic species: When drafting water, use Forest Service approved suction strainer (FGM 5161) or other check valves with screens having openings less than 2mm in size at the end of drafting hoses. The suction strainer shall be inserted close to the substrate in the deepest water available; the suction strainer shall be placed on a shovel, over plastic sheeting, or in a canvas bucket to avoid suctioning up substrate and amphibians.
Cave Resource Protection Measures: N/A

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

* SAMPLE *

SCHEDULE PURSUANT TO C6.315# - SALE OPERATIONS SCHEDULE (8/2006)

Subdivision / Area/Unit	Conditions of Operation	Purpose
Sale Area	Foresthill Road will not be plowed between December 15th and April 1st, and all OSV routes shall be completely available by December 15th of each year unless otherwise agreed with the Forest Service.	Over the Snow Vehicle Recreation Access
Portions of Subdivisions 4, 6, 7, 9, 10, 16, 17, 20, 23, 400, 401, 402, 403, and 404	No operations within 300 feet of suitable habitat (e.g. intermittent or perennial streams, ponds, springs, and seeps) for California red-legged frog during the wet season, defined as starting with the first frontal rain system that deposits a minimum of 0.25 inches of rain after October 15 and ending April 15.	California Red-Legged Frog Protection
Foresthill Road/Placer County 88	No operations adjacent to the designated route and no operations/keep open within the designated area on June 27th - June 29th, August 8th - August 10th & August 23rd, unless otherwise agreed with the Forest Service.	Western States Endurance Run, Tevis Cup & Global Biorhythms Endurance Ride Participant Safety
All Subdivisions	Allow mechanical operations only when soil moisture conditions are such that compaction, gullying, and/or rutting will be minimal. Equipment may operate on designated skid trails when soils are dry to a minimum of 4 inches. Low-ground-pressure equipment may operate off of designated skid trails when soils are dry to a depth of 4 inches. High-ground-pressure equipment may operate off of designated skid trails when soils are dry to a minimum depth of 8 inches. Off of designated skid trails, limit all equipment passes over the same piece of ground to reduce the potential for adverse soil compaction. Outside normal operating season (NOS) or during wet periods within the NOS, utilize the TNF Wet Weather Operations Guidelines.	Watershed and Soil Protection

SAMPLE

ALL	Management of Heritage Resources: Protect all archaeological sites with flagged controlled areas. The controlled areas are designated with blue and black striped flagging around the perimeter. Included Timber shall be directionally felled away from archaeological sites. Prior to the start of harvest operations the Purchaser and/or Representatives will review on the ground all the archaeological sites with the Timber Sale Administrator and District Archaeologist.	Protection of Heritage Resources
ALL	Management of Linear Heritage Resources: Included Timber shall be directionally felled parallel to or away from linear Heritage Resources (trails, ditches, roads, etc.) If a skid trail needs to cross a linear feature use existing breaches, if possible. If new breaches are necessary, breaches shall be approved by the Timber Sale Administrator in conjunction with the District Archaeologist. Isolated trees inside linear features maybe felled on a case-by-case basis with on the ground approval from the Timber Sale Administrator with concurrence from the District Archaeologist.	Protection of Heritage Resources
ALL	Removal of Hazard Trees with in Heritage Resource Sites: Trees may be limbed or topped to prevent soil gouging during felling. Written approval must be obtained from the Forest Heritage Program Manager (HPM) prior to any activities within Heritage Resource boundaries. An Archaeologist must be present during felling and removal of trees. Trees will be fully suspended while being removed from the site. Removal of trees inside of Heritage Resources is limited to hand bucking and carrying, rubber tired loader, use of crane/self-loader, a helicopter, or other non-disturbing HPM approved methods. Prior to the felling and removal of Included Timber, the equipment operators will be briefed on the need to minimize ground disturbance.	Protection of Heritage Resources
Sale Area or Proposed Location of Logging Camp	Proposed logging camps and other staging areas need to be approved by the Timber Sale Administrator and agreed upon with the District Archaeologist prior to use.	Protection of Heritage Resources

SAMPLE

ALL	All equipment that operates off roads shall be cleaned before entering the Sale Area, if the equipment has previously operated in areas infested with non-native invasive plants (NNIPs). Any equipment that operates in an infested area shall be cleaned before the equipment moves on to another area (within or outside the current Sale Area). If NNIPs infestations are found during harvesting operations avoid soil disturbance to areas by buffering the infested area by 50 feet until the Forest Service makes a determination that the infestation has been eradicated or is not a concern.	Prevention of Invasion of Non-native Plants
ALL	If rare plants (TEP, sensitive, or watchlist) are discovered buffer the location from disturbance by 50 feet or by the recommended distance as determined by the Forest Service after an on-the-ground site visit.	Protection of rare and endangered plant species.
ALL	All sensitive plant occurrences are flagged with white with orange polka dotted flagging. Sensitive plant occurrences are designated with a 50 foot buffer.	Protection of rare and endangered plant species.
ALL	Hazard or any other trees that have been felled into peatlands, fens, streamcourse buffer zones or other wet areas shall remain in place and not be removed unless agreed upon by the Forest Service.	Protection of rare and endangered plant species and water quality.
Recreation Areas and Facilities	Recreation facilities shall not be used by the Purchaser for camping, parking, staging, trash disposal, or restroom use unless agreed to in advance by Forest Service.	Limitation of impact on recreation facilities.
Recreation Areas and Facilities	All improvements including but not limited to winter and summer trails, directional and informational signs, barriers, etc. shall be protected. If any barriers including boulders or improvements are damaged during Purchaser's Operations, they must be replaced and re-installed in the same location and manner immediately following completion of Purchaser's Operations.	Protection of recreation improvements.

* SAMPLE *

Recreation Areas and Facilities	Recreation areas and facilities (designated roads, trails, trailheads, staging areas, dispersed camp sites, etc.) may be temporarily closed to provide for public safety during harvesting operations. These temporary closures are not to exceed 30 minutes. Closing and opening of these areas shall be coordinated between the Timber Sale Administrator, Recreation Officer, Trails Manager, and Purchaser.	Public Safety
Recreation Areas and Facilities	When recreation sites, including access roads, trails, parking areas, dispersed camping areas, staging areas, or areas associated with special use permits (Devils Thumb, Last Chance Townsite, Deadwood Well, etc.) are proposed for landings or slash disposal sites, specific mitigation measures shall be developed by the Public Services Officer, Recreation Officer, or Trails Manager in advance of use in coordination with the Timber Sale Administrator.	Protection of recreation improvements.
Portions of Subdivisions: 01, 02, 04, 10, 11, 400, 401, and 404	Roadside stumps that are visible within 50 feet of the Western States Trail and trailheads (Last Chance Townsite and Devils Thumb) should be cut to within eight inches of the ground (or as low as possible considering obstacles and safety) and the cut should slope away from travelway. In order to meet the 8 inch maximum stump height requirement the Purchaser may be required to re-cut stumps.	Protection of visual quality and public safety.
Portions of Subdivisions: 01, 02, 04, 10, 11, 400, 401, and 404	Trails: No landings will be approved in the immediate vicinity of Western States Trail and FSR 6149-26 (Devils Thumb).	Visual quality.
403	Golden Barr Mine - Purchaser is not to use mine related road or landing area. Human hazards are present. Protect mining claim and any associated improvements i.e. gate posts, etc. Mine has been identified on the Sale Area Map.	Purchaser Safety and protection of mining claim and associated improvements.

SAMPLE

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 $ **2,584.55** for each **Rust Resistant Sugar Pine (RRSP)** 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.

C6.331 - 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.

C6.37 - 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

* SAMPLE *

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

Treatment Method and Applicable Map Symbol	Felling, Bucking and Limbing Specifications
Limbing	Outside of construction clearings, Clearcutting Units and regeneration units, unless otherwise provided by B6.414, Purchaser shall, prior to skidding/yarding operations, cut exposed limbs from products which are to be skidded/yarded. Such limbing of stems shall be done to a top diameter of approximately **8.0** inches, at which point the top shall be cut from the remainder of the stem.
No Lop "No Lop"	N/A
Whole Tree Yarding "Whole"	N/A
Directional Felling "DF"	Within areas designated DF on Sale Area Map, Included Timber shall be directionally felled away from **reserve trees, streamcourses, springs, gates, barricades, structures, signs, survey monuments, improvements, private property, canals, and controlled areas** 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 "TS"	Within areas shown on Sale Area Map, Purchaser shall treat stumps of all live **conifer** trees equal to or greater than **14** inches stump diameter, (measured inside bark) **and all dead conifer trees equal to or greater than 18 inches stump diameter**, unless otherwise agreed in writing. Treatment shall be with a borate compound registered by EPA in the State of California for prevention of annosus root disease. Treatment shall consist of removal of sawdust and other loose debris from the cut surface of the stump and application of a thin layer of the borate compound uniformly over the entire cut surface, including exposed wood surfaces on the stump sides, at the rate specified on the product label. Any surface irregularities on the stump preventing application of a uniform layer of borate compound shall be cut level prior to treatment. Unless waived in writing, Purchaser shall also apply an approved colorant mixed with the borate compound to insure complete coverage. Treatment should be done as soon as possible but shall be completed no later than 4 hours after felling, otherwise stumps shall be re-cut and treated.

* SAMPLE *

	Purchaser shall not apply borate compound during heavy rain fall or when such precipitation rate is predicted within 24 hours of application to cause borate compound to be flushed off the stump and become ineffective, in that case treatment shall be reapplied. Application shall be completed within 24 hours of the precipitation having ceased. Borate compound also shall not be applied to stumps located within 300 feet of live streamcourses and meadows/wetlands shown on Sale Area Map and/or 10 feet of sensitive plant location boundaries as flagged on the ground. Purchaser shall provide the borate compound and colorant and apply it in compliance with the State of California laws and regulations pertaining to pesticides and pest control operations. Borate compound storage shall be located such that any spillage will not contaminate water. All spills shall be promptly cleaned up and spilled material disposed of according to the product label. All spills occurring in water or over 1/2 pounds shall be reported to Forest Service within 3 hours. Purchaser shall submit at the end of each month a "Monthly Summary of Pesticide Use Reports" to the appropriate County Agricultural Commissioner with a copy to the District Ranger.
Maximum Log Length	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: Unit Number: Sale Area — Maximum Log Length: 41 feet
Minimum Stump Height	Unit/Subdivision: Sale Area — Minimum Stump Height (inches): 3 inches — Purpose or Reason: Timber Accountability

* SAMPLE *

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

* S A M P L E *

Ground-Based Skidding Table - C6.42#

Map Symbol	Requirements
TRAC	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. 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.
SUSP	Products shall be skidded with leading end clear of ground.
SPACE	Skid roads will average 75 feet from center to center, except where converging.
ENDL	Endlining shall not be required for distances in excess of 75 feet uphill, and 100 feet downhill.
MAX	Tractors used for skidding outside Clearcutting Units, regeneration units or other authorized clearings, shall be of the type (rubber-tired or track-laying) shown on the Sale Area Map and shall not exceed the overall width designated on Sale Area Map.
MH	Purchaser shall cut Included Timber and move it to designated skid trails using equipment with a boom having an operating radius of at least 20 feet for bunching trees, capable of severing, lowering and placing trees up to 24 inches diameter at stump height on the ground prior to skidding. Such equipment must be capable of operating on slopes up to 30 %. Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources from unnecessary damage. 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 Requirements and the above "TRAC", "SUSP", "SPACE", "ENDL", and "MAX" requirements.
CTL	N/A
PB	N/A
HCTL	N/A

SAMPLE

C6.425 - CABLE AND SKYLINE YARDING *(08/2007)*

Unless otherwise agreed in writing, requirements for cable and skyline yarding equipment are shown on Sale Area Map, by areas, with the following symbols:

CS - Cable yarding specified.

CR - Be capable of yarding from roadway with additional landing excavation to accommodate the yarder held to a minimum consistent with safe yarding operations.

CW - Meet all of above requirements using a swing-boom type yarder.

SY - All yarding except lateral yarding, shall be accomplished by a skyline system, which supports products clear of the ground across Buffer Strips and in other areas yard with one product end suspended.

SL - Meet all of above requirements, have lateral yarding capability to hold skyline carriage stationary until products are yarded to skyline corridor.

SR - Meet all of above requirements and be capable of yarding from roadway with additional landing excavation to accommodate the yarder held to a minimum consistent with safe yarding operations.

SW - Meet all of above requirements using a swing-boom type yarder.

For SL, SR, and SW areas, locations of all skyline corridors shall be by agreement and designated on the ground. Such agreement shall be prior to felling unless ground and timber conditions otherwise justify. Width of said skyline corridors shall be kept to a practicable minimum consistent with the related silvicultural prescription.

For all yarding methods, if rigging must be slung on undesignated live trees, these trees shall be protected from damage by special steel plates, nylon tail-hold slings or similar effective protective devices.

Swing Yarding. In areas designated with the following labels on the Sale Area Map, the following requirements are included, unless otherwise agreed in writing:

"Tractor Swing" - all Included Timber shall be tractor skidded from yarder landing to loading areas shown on Sale Area Map or other agreed locations.

"Skyline Swing" - all Included Timber shall be skyline yarded from tractor skidded area to a skyline yarding landing. Location of tractor and skyline landings shall be agreed upon prior to skidding and yarding operations.

* S A M P L E *

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

* SAMPLE *

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

Vegetative Soil Stabilization N/A

Special Erosion Prevention Measures 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.

Soil Scarification. N/A

Backblading N/A

Tillage In addition to meeting the requirements of B6.64, unless otherwise agreed in writing, tillage shall be required on the areas listed in the following table.

Tillage shall be accomplished by equipment that will lift and fracture the soil by vertical and lateral shattering, leaving soil loosened through the full width and depth of the compacted layer with the topsoil remaining substantially in place rather than being inverted.

Tillage depth is shown in the following table. Agreement in writing may be made to a lesser depth if rocks or other limiting site conditions are encountered.

Tillage shall be limited to periods when soil dryness will result in crumbled soil, avoiding the formation of large clods. Purchaser and Forest Service shall agree in writing on the timing of completion of such work to coordinate with desirable soil moisture conditions.

Areas to Till	Tillage Depth (Inches)	Maximum Acres to Treat
Landings	24	20
Main Skid Roads and Tractor Roads designated by Forest Service	24	10
Temporary Roads	24	5

SAMPLE

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.

* S A M P L E *

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

Symbol	Method	Definition
Buck-L	"Bucking Large Logging Slash"	Tops and limbs over **4.0** inches diameter outside bark (d.o.b.), not to be otherwise treated, shall be bucked into lengths not to exceed 6 feet, unless agreed otherwise.
Buck-P	"Bucking and Piling"	Logging Slash smaller than < **N/A** > inches and larger than 4 inches in large end d.o.b. shall be bucked into lengths not to exceed < **N/A** > feet and left in place. Logging Slash 4 inches and smaller in large end d.o.b. shall be hand Piled within Required Disposal Strip for Forest Service disposal.
Bury	"Burying"	Logging Slash shall be buried where agreed in borrow areas, pits, trenches, or other locations reasonably near the area of origin. Logging Slash shall be matted down in layers and shall be covered with at least 2 feet of rock and soil so that the final surface is sloped to drain and relatively smooth.
Chip	"Chipping"	Chippable Logging Slash up to 4 inches in d.o.b. shall be processed through a chipping machine. Chips shall be scattered to a loose depth not exceeding 6 inches.
Deck	"Decking" large material	Logging Slash < **10** > inches or larger in large end d.o.b. and < **10** > feet or more in length shall be Decked for disposal by Forest Service by piling pieces parallel to each other.
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.
Pile	"Piling" small material	Logging Slash smaller than < **N/A** > inches in large end d.o.b. and < **N/A** > feet long shall be hand Piled for disposal by Forest Service.
Remove	"Removing"	Logging Slash shall be moved or hauled to locations shown on Sale Area Map and designated on the ground where it shall be piled for disposal by Forest Service.

* SAMPLE *

Scat 18"	"Scattering"	Logging Slash shall be scattered to reduce slash concentrations with slash being generally left within 18 or 30 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 < **N/A** > inches or smaller in large end d.o.b. and < **N/A** > feet or more in length shall be stacked for disposal by Forest Service by piling pieces parallel to each other.
View	"Visible Slash Treatment"	Designated on Sale Area Map with boundaries posted on the ground are < **N/A** > with distance limitations for visible slash treatment. Within such units and the area of visible Logging Slash adjacent thereto, Logging Slash shall be treated by Purchaser. Primary treatment shall be by Removing, Burying, Chipping, Piling, Machine Piling, or a combination of these means unless a method is specified or prohibited on Sale Area Map. Logging Slash not readily treated by the selected or specified method shall be removed to designated areas or treated as agreed.
YUMD	"Yarding Unutilized Material-Decking"	All unutilized material developed by Purchaser's Operations shall be treated by the d.o.b. and length specifications as shown in the unit specification table. All unutilized material shall be Yarded to landings and Decked. Where this is impractical, or other reasons, other locations shall be agreed upon.

Unit	Large End d.o.b. (in)	Length (feet)
N/A	N/A	N/A

YUME	"Yarding Unutilized Material-Exterior Boundary"	All unutilized material developed by Purchaser's Operations shall be treated by the d.o.b. and length specifications as shown in the unit specification table. All unutilized material shall be yarded to locations a minimum of 50 feet slope distance within the exterior boundaries of such units and positioned so the yarded material will not roll.

Unit	Large End d.o.b. (in)	Length (feet)

* SAMPLE *

N/A	N/A	N/A All

YUML "Yarding Unutilized Material-Landing"

unutilized material developed by Purchaser's Operations shall be treated by the d.o.b. and length specifications as shown in the unit specification table. All unutilized shall be yarded to locations within 100 feet slope distance of landing. Where this is impractical, or other reasons, other locations shall be agreed upon.

Unit	Large End d.o.b. (in)	Length (feet)
N/A	N/A	N/A

YUMR "Yarding Unutilized Material-Removal"

All unutilized material developed by Purchaser's Operations shall be treated by the d.o.b. and length specifications as shown in the unit specification table. All unutilized shall be removed to locations shown on Sale Area Map and designated on the ground, or other agreed locations, and Decked.

Unit	Large End d.o.b. (in)	Length (feet)
N/A	N/A	N/A

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.

* SAMPLE *

Fire-L "Firelines"

Shown on Sale Area Map and to be flagged on ground after logging by Forest Service are firelines to be constructed by Purchaser unless otherwise agreed in writing. Purchaser shall construct not more than < **N/A** > chains of fireline by hand and not more than < **N/A** > chains of fireline by tractor.

Firelines constructed by hand shall be cleared of all vegetative debris larger than one inch in d.o.b. and three feet long. The width of firelines shall be at least < **N/A** > feet, except across the top of cutting units where the width shall be at least < **N/A** > feet. At least < **N/A** > feet shall be scraped to mineral soil. In areas where there is potential for burning material to roll, the fireline shall be constructed in a trenched manner on the downhill side.

Tractor lines shall be cleared of all vegetative debris, larger than one inch in diameter and three feet long, to a width of at least < **N/A** > feet, with at least < **N/A** > feet to mineral soil. No slash, brush, or other vegetative debris shall be buried in or under berms created in the construction of firelines. All limbs overhanging into the fireline, shall be removed to a minimum height of 8 feet.

Firelines shall be completed on each unit in accordance with B6.311 unless otherwise agreed in writing.

In subdivisions < **N/A** > and shown on Sale Area Map, Logging Slash shall be scattered within < **N/A** > feet slope distance of the inside edge of firelines.

Fuel-B "Fuelbreaks"

Shown on Sale Area Map, with boundaries designated on the ground, are "Fuelbreaks" of varying width. Within such Fuelbreaks all Logging slash and Construction slash shall be treated by Purchaser. Primary treatment shall be by Removing, Burying, Chipping, Piling, Machine Piling, or a combination of these methods unless a method is specified or prohibited on Sale Area Map.

Slash larger than treatment size requirements of selected or specified methods shall be scattered outside Fuelbreak, or treated as agreed.

* SAMPLE *

PILING SPECIFICATIONS. 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 ten feet prior to piling. Maximum width of tractor, with brush rake attached, shall not exceed 72 inches. Machine Piling is not required on areas where use of tractors would cause undue damage to residual timber or where slopes exceed 30 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 20 feet in height. Material extending three feet or more outside the edge of a pile shall be trimmed. An eight 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 Subdivisions	SCAT 18"	All Other

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 Subdivisions	COVER, DECK, MACH Cover piles with 5'x 5' piece of covering on 3 different sides of pile.	20'
Disposal Sites	N/A	N/A	N/A

TREATMENT ALONG PERMANENT ROADS Permanent roads that require roadside slash treatment are listed in the attached table and shown on Sale Area Map. All Logging and Construction Slash within Required Disposal Strips shall be treated by Purchaser. "Required Disposal Strips" are those areas adjacent to permanent roads where slash treatment is required for resource objectives. The width of Required Disposal Strips is shown in the attached table and is measured in slope distance from Roadbed edges of permanent roads. By agreement, in Clearcutting Units and regeneration units slash from Required Disposal Strips may be treated with other Logging Slash. By agreement the location of Required Disposal Strips may be adjusted from side to side without materially changing the total work required.

SAMPLE

Slash treatment in Required Disposal Strips shall be accomplished without affecting the proper functioning of channels leading to and from drainage structures.

Logging Slash larger than treatment size requirements of the specified method shall either be Scattered outside Required Disposal Strip, within Required Disposal Strip or Decked at agreed locations as shown in the attached table.

			SLASH TREATMENT	
Road No.	***Subdivision and/ or Unit No. or Road Junctions (From To)***	***Width of Required Disposal Strip***	***Specified Method***	***Slash Larger Than Treatment Size Requirements of Specified Method***
N/A	N/A	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, and stem shall be bucked into lengths not exceeding < 6 > feet. Such slash shall be Scattered free of soil to reduce concentrations unless treatment is required by another specified method.

ADDITIONAL SLASH TREATMENT REQUIREMENTS. Within areas shown on Sale Area Map, Purchaser shall perform work according to the specifications in the attached Table, unless otherwise agreed in writing.

Subdivision, Payment Units, Roads and or Road Segments	Additional Slash Treatment Requirements
N/A	N/A

ASSISTANCE IN SLASH BURNING. If Forest Service requests, Purchaser shall furnish equipment and equipment operators to assist in preparation for slash burning at agreed times prior to the normal slash burning season in the area.

Purchaser shall furnish equipment and equipment operators for burning and mop-up when requested. The amount and kind of equipment requested shall be that normally used in slash treatment work and reasonably available under the existing equipment organization of Purchaser. Forest Service shall reimburse Purchaser for such work at rates common in the area or at previously agreed rates.

SAMPLE

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.

* S A M P L E *

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 delimbing, 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 delimbers, skidders etc.

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

Table A

* SAMPLE *

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 delimber, etc), with at least two 4-A:60-B:C fire extinguishers or an acceptable CAFS substitute identified in Section K.

SAMPLE

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 Arrestor Guide in Section C. above and according to applicable parts of CPRC Section 4442 or 4443. An Underwriters Labortories (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.

* SAMPLE *

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

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

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.

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.

* SAMPLE *

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	
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
	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM

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#.

SAMPLE

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.

* SAMPLE *

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.

* SAMPLE *

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

* S A M P L E *

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

PROJECT ACTIVITY LEVEL TABLE

Level	*Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.*
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. 3. All other conventional Mechanical Operations are permitted until 1:00 PM. **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:** • **Rubber Tire Skidding** • **Chipping on Landings** • **Helicopter Yarding**

* SAMPLE *

	• **Fire Salvage** 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).
E	The following activities may operate all day: 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. All other activities are prohibited.

* SAMPLE *

Fire Danger Rating Area/Fire Weather Station for Project TNF Westside

Phone Number or Website to obtain Predicted Activity Levels: 530-478-2654 ext. 4

Project Activity Level Climatology

Fire Danger Rating Area/Weather Station	TNF Westside				Years Analyzed		2002 - 2012	
	A		C	D	E		Days	
Month	Expected Days per Month at Each PAL Value						Analyzed	
May	13.7	7.5	9.8	0.0	0.0	0.0	337	31
June	4.3	8.6	14.7	1.9	0.5	0.0	304	30
July	0.1	2.4	17.6	8.0	2.8	0.0	306	31
August	0.2	1.5	8.7	12.4	7.5	0.7	308	31
September	0.4	2.2	7.3	9.2	5.8	5.0	299	30
October	5.7	5.5	11.7	6.3	1.9	0.0	307	31

* S A M P L E *

SPECIFICATIONS PURSUANT TO C7.22# - EMERGENCY PRECAUTIONS. (10/2010)

Region 5 Project Activity Level (PAL) Ev Variance Application/Agreement

Project Name: _____
Contract Number: _____
Purchaser/Contractor Name: _____
Request #__, for period: _____
Units/Subdivisions Affected: _____

Location of operation:	
Slope	
Aspect	
Elevation	
Fuels on site	
Fuels in surrounding area	
7 Day PAL Outlook	
Short range predictions (Red Flags)	
Fuel Moistures	
Response time of suppression resources	
Potential for ignition	
RAWS location	
Current Fire Situation:	
Draw down information	
National Readiness Level	
Contractual considerations:	
Normal Operating Season	
Frequency of recent contract fires in area	
Type of operation	
Purchaser/Contractors past/current performance & equipment readiness	
Other site specific mitigation or precaution (i.e. Purchaser/Contractors proposals)	
Social & Community Considerations:	
Proximity of high value resources	
Sensitivity of location	
Remarks:	

SAMPLE

Ev Proposed Actions

- [ ] **Rubber Tired Skidding**
- [ ] **Chipping on Landings**
- [ ] **Helicopter Yarding**
- [ ] **Fire Salvage**

Description of Mitigation Measures

Fire Management Officer Concurrence _____ Date _____

Line Officer Approval _____ Date _____

I have considered the above request and determined the specified mitigation measures or actions must be implemented to continue operations in Project Activity Level Ev. Unless extended, the approval remains in effect for ten (10) calendar days unless cancelled sooner or extended by the Forest Service for an additional ten (10) days. At the sole discretion of the Forest Service, this variance can be modified and/or cancelled at no cost to the government.

Contracting Officer _____ Date _____

Purchaser/Contractor Rep. _____ Date _____

SAMPLE

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

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

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

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

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

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

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

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

* SAMPLE *

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 **NONE** determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Purchaser or any person as defined in the Act (16 USC 620e).

(c) Timber in the following form will be considered unprocessed:

(i) Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use;

(ii) Lumber, construction timbers, or cants intended for remanufacturing not meeting standards defined in the Act (16 USC 620e); and

(iii) Aspen or other pulpwood bolts exceeding 100 inches in length.

(d) Unless otherwise agreed in writing, unprocessed Included Timber shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export.

(e) Prior to award, during the life of this contract, and for a period of 3 years from Termination Date, Purchaser shall furnish to Forest Service, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Purchaser or affiliates.

(f) Prior to delivering unprocessed Included Timber to another party, Purchaser shall require each buyer, 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 ac-tion 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.

* S A M P L E *