

Sale Name: Deer Thin

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

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

Species	Product
<hr/>	
Douglas-fir and other conifero	Grn Bio Cv

that shall be Included Timber upon written agreement.

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

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

Leave trees, Marked with N/A, or identified by N/A are not to be cut, unless designated by the Forest Service.

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

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

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

See attached removal schedule.

Table Pursuant to C2.35# (OPTION 1) - Individual Tree Designation

<p>38, 41, 41a, 42, 42a, 42b, 42c</p>	<p>14'</p>	<p>Douglas-fir and other coniferous species within 14 feet of a live boundary tree of 8 inches or greater in diameter at D x D stump height.</p> <p>Douglas-fir and other coniferous species within 14 feet of a live Douglas-fir, noble fir, true fir or western hemlock tree with a larger D x D stump diameter are designated for cutting. All live trees with a larger stump diameter will remain standing after logging is complete.</p>
<p>39, 40, 43, 43a, 44, 44a</p>	<p>14'</p>	<p>Douglas-fir and other coniferous species within 14 feet of a live boundary tree of 8 inches or greater in diameter at D x D stump height.</p> <p>Douglas-fir and other coniferous species within 14 feet of a live Douglas-fir, noble fir, true fir or western hemlock tree with a larger D x D stump diameter are designated for cutting. All live trees with a larger stump diameter will remain standing after logging is complete.</p>
<p>45</p>	<p>14'</p>	<p>Douglas-fir and other coniferous species within 15 feet of a live boundary tree of 8 inches or greater in diameter at D x D stump height.</p> <p>Douglas-fir and other coniferous species within 14 feet of a live Douglas-fir, noble fir, true fir or western hemlock tree with a larger D x D stump diameter are designated for cutting. All live trees with a larger stump diameter will remain standing after logging is complete.</p>
<p>39h, 40h, 41h, 43h, 44h</p>	<p>18'</p>	<p>Douglas-fir and other coniferous species within 18 feet of a live boundary tree of 8 inches or greater in diameter at Dx D stump height.</p> <p>Douglas-fir and other coniferous species within 18 feet of a live Douglas-fir, noble fir, true fir or western hemlock tree with a larger DXD stump diameter are designated for cutting. All live trees with a larger stump diameter will remain standing after logging is complete.</p>
<p>38, 41, 41a, 42, 42a, 42b, 42c</p>	<p>DTR</p>	<p>Douglas-fir within 40' of a tree with two bands of white paint within the posted unit boundary will be removed.</p>
<p>45</p>	<p>DTR</p>	<p>Douglas-fir within 66' of a tree with two bands of white paint within the posted unit boundary will be removed.</p>

All	N/A	All trees greater than 23.9 inches diameter at stump height will remain standing. These trees will be included in spacing.
All	N/A	Leave all hardwoods, western red cedar, incense cedar, sugar pine, western white pine and Pacific yew. Do not include in spacing.

Definitions:

D x D: Designation by description.

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

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

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

DTR: Dominate tree release.

LTM: Leave Tree Marked.

All leave trees will remain standing.

Down tree: a) An entire tree lying on the ground with an attached root wad; b) a root sprung tree with broken and exposed roots showing above the ground (root sprung trees must remain identifiable after logging).

Boundary tree: Live trees marked with blue boundary partial cut cards and orange paint above and below stump height.

REMOVAL SCHEDULE PURSUANT TO C3.47# - ABNORMAL DELAY (9/04)

Included Timber

Time Limits

All	60 days after felling is started
All timber decked during construction clearing	N/A days felling on each Specified Road constructed by Purchaser is initiated
Timber decked during road construction	N/A days after Forest Service authorizes Purchaser to use roads pursuant to B5.2.

.4.211 - 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.

B4.4 - 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.

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

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

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

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

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

C5.12# - 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.

PLANS AND CRITERIA PURSUANT TO C5.1# (OPTION 1) -
TEMPORARY ROAD AND LANDING CONSTRUCTION (07/2001)

1. Rock use for landings, surface rock replacement or spot rocking of temporary roads will come from a weed free rock source.
2. Temporary operator's spur roads will be agreed to by the Forest Service prior to use or construction.
3. All temporary roads will be bermed, water barred, scarified and seeded with native seeds following operations, unless otherwise agreed in writing.

C5.12# – USE OF ROADS BY PURCHASER. (6/99) Purchaser's use of existing roads identified on Sale Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

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

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

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

Restricted Road List Table

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
1500050	SQUAW FLAT	0.00	0.48	R	*
1500070	BROWDER FLAT	0.00	0.73	R	*
1595000	NO NAME	0.00	1.47	R	*
1595000	NO NAME	2.50	2.86	R	*
1595340	NO NAME	0.00	1.23	R	*
1595351	NO NAME	0.00	1.23	R	*
1595460	NO NAME	0.00	0.23	R	*

* Roads have limited structural strength and haul is restricted during wet weather.

ALL ALTERNATE HAUL ROUTES ARE CONSIDERED UNSUITABLE (U) UNTIL REVIEWED BY THE DISTRICT ZONE ENGINEER, WITH 30 DAYS PRIOR NOTICE, ON A CASE-BY-CASE BASIS.

Title and Date of Governing Road Rules Document:

Road Rules for Commercial Haul
 Willamette National Forest
 Commercial Road Rules

January 1992
 Effective Date

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

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

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

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

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

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

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

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

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

See Material Source Table.

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

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

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

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

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

WO-C5.221#

C5.221# – MATERIAL SOURCES. (4/04) Sources of local materials are designated on Plans and Sale Area Map. Forest Service assumes responsibility for the quality and quantity of material in designated sources. Purchaser shall determine the equipment and work required to produce the specified product, including the selection of acceptable material that is reasonably available in the source that meets specifications. The designation of source includes the rights of Purchaser to use certain area(s) for plant site, stockpiles, and haul roads.

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

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

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

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

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

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

When material is appraised from non-National Forest designated sources, owner charges for the material in terms of unit cost for royalties, purchase of raw materials, or finished products shall be as follows until 1/ N/A :

Material	Type of Purchase	Owner(s)	Unit of Measure	Unit Price	Estimated Quantity	Total
		N/A				

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 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.

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5.31# - 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.

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TABLE PURSUANT TO C5.31# – ROAD MAINTENANCE REQUIREMENTS (07/2001)

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

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications										
	From	To		T803	T811	T813	T831	T832	T834	T835	T836	T838	T842	T854
1500000	0.00	4.57	4.57	P			D	D	D				P	P
1500050	0.00	0.48	0.48	P	P	P						P	P	P
1500070	0.00	0.73	0.73	P	P	P						P	P	P
1595000	0.00	1.47	1.47	P	P	P					P		P	P
1595000	2.50	2.86	0.36	P	P	P					P		P	P
1595340	0.00	1.23	1.23	P	P	P					P		P	P
1595351	0.00	1.28	1.28	P	P	P					P		P	P
1595460	0.00	0.39	0.39	P	P	P					P		P	P

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

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications										
	From	To		T803	T811	T813	T831	T832	T834	T835	T836	T838	T842	T854
1500000	0.00	4.57	4.57	P			D	D	D				P	P
1500050	0.00	0.48	0.48	P	P	P						P	P	P
1500070	0.00	0.73	0.73	P	P	P						P	P	P
1595000	0.00	1.47	1.47	P	P	P					P		P	P
1595000	2.50	2.86	0.36	P	P	P					P		P	P
1595340	0.00	1.23	1.23	P	P	P					P		P	P
1595351	0.00	1.28	1.28	P	P	P					P		P	P
1595460	0.00	0.39	0.39	P	P	P					P		P	P

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

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications										
	From	To		T803	T811	T813	T831	T832	T834	T835	T836	T838	T842	T854
1500000	0.00	4.57	4.57				D	D	D					
1500050	0.00	0.48	0.48		P							P		P
1500070	0.00	0.73	0.73		P							P		P
1595000	0.00	1.47	1.47		P						P			P
1595000	2.50	2.86	0.36		P						P			P
1595340	0.00	1.23	1.23		P						P			P
1595351	0.00	1.28	1.28		P						P			P
1595460	0.00	0.39	0.39		P						P			P

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

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

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

Road No.	1 Termini		2 Special Spec's	3 Travel Way			4 Brushing and Log Out		5 Surfacing	6 Dust Abatement			7 Seasonal Maintenance	8 Snow Removal	9 Post Haul	
				Width	X Slope	Comp	10L	10R		Product	Applic Rate	Width			Block	Treat
1500000	0.00	4.57					10L	10R								
1500050	0.00	0.48		EX	AI	B	10L	10R	20 CY 1 ½" minus							PR
1500070	0.00	0.73		EX	AI	B	10L	10R	20 CY 1 ½" minus						PR	
1595000	0.00	1.47		EX	AI	B	10L	10R	40 CY 1 ½" minus							PR
1595000	2.50	2.86		EX	AI	B	10L	10R	10 CY 1 ½" minus							
1595340	0.00	1.23		EX	AI	B	10L	10R	20 CY 1 ½" minus							PR
1595351	0.00	1.28		EX	AI	B	10L	10R	20 CY 1 ½" minus							
1595460	0.00	0.39		EX	AI	B	10L	10R	10 CY 1 ½" minus							PR

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

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

STANDARD ROAD MAINTENANCE SPECIFICATIONS
Pacific Northwest Region

Road Maintenance T-Specifications

for

Deer Thin Timber Sale

4-2-2014

STANDARD ROAD MAINTENANCE SPECIFICATIONS

Pacific Northwest Region

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STANDARD ROAD MAINTENANCE SPECIFICATIONS

Pacific Northwest Region

T - 800 SPECIFICATION DEFINITIONS

Wherever the following terms or pronouns are used in Specification T-800 the intent and meaning shall be interpreted as follows:

800-1.1 Agreement: Maintenance projects require a mutually acceptable method to resolve the problems which arise when incompatible situations arise between drawings and specifications and actual conditions on the ground to allow orderly and satisfactory progress of the maintenance.

These specifications have been developed in anticipation of those problem areas and have provided that such changes will be by Agreement.

It is intended that drawings and specifications will govern unless "on-the-ground" conditions warrant otherwise, when specifications call for "Agreement", "agreed", or "approval" such Agreement or approval shall be promptly confirmed in writing.

800-1.2 Annual Road Maintenance Plan: A plan prepared by various users of one or several roads. The plan is an Agreement on maintenance responsibilities to be performed for the coming year.

800-1.3 Base Course: Material used to reinforce subgrade or, as shown on drawings, placed on subgrade to distribute wheel loads.

800-1.4 Berm: Curb or dike constructed to prevent Roadway runoff water from discharging onto embankment slope.

800-1.5 Borrow: Select Material taken from designated borrow sites.

800-1.6 Crown, Inslope, and Outslope: The cross slope of the Traveled Way to aid in drainage and traffic maneuverability.

800-1.7 Culverts: A conduit or passageway under a road, trail, or other obstruction. A culvert differs from a bridge in that it is usually entirely below the elevation of the Traveled Way.

800-1.8 Drainage Dip: A dip in the Traveled Way which intercepts surface runoff and diverts the water off the Traveled Way. A Drainage Dip does not block the movement of traffic.

800-1.9 Drainage Structures: Manufactured structures which control the runoff of water from the Roadway including Inslope, overside drains, aprons, flumes, down drains, downpipes, and the like.

800-1.10 Dust Abatement Plan: A table which lists the road, dust palliative, application rates, and estimated number of subsequent applications.

800-1.11 Lead-off Ditches: A ditch used to transmit water from a Drainage Structure or Drainage Dip outlet to the natural drainage area.

800-1.12 Material: Any substances specified for use in the performance of the work.

800-1.13 Prehaul Maintenance: Road maintenance work which the Purchaser determines must be accomplished to maintain the roads to a satisfactory condition commensurate with the Purchaser's use provided Purchaser's Operations do not damage improvements under B6.22 or National Forest resources and hauling can be done safely. This work will be shown in the Annual Road Maintenance Plan as provided in C/CT5.4.

STANDARD ROAD MAINTENANCE SPECIFICATIONS Pacific Northwest Region

- Prehaul Maintenance work the Purchaser elects to perform will be in compliance with the Road Maintenance T-Specifications.
- 800-1.14 Roadbed: The portion of a road between the intersection of Subgrade and side slopes, excluding that portion of the ditch below Subgrade.
- 800-1.15 Road Maintenance Plan: A table which shows applicable road maintenance specifications to be performed by Purchaser on specific roads.
- 800-1.16 Roadside: A general term denoting the area adjoining the outer edge of the Roadway.
- 800-1.17 Roadway: The portion of a road within the limits of excavation and embankment.
- 800-1.18 Shoulder: That portion of Roadway contiguous with Traveled Way for accommodation of stopped vehicles, for emergency use, and lateral support of base and Surface Course, if any.
- 800-1.19 Slide: A concentrated deposit of Materials from above or on back slope extending onto the Traveled Way or Shoulders, whether caused by mass land movements or accumulated raveling.
- 800-1.20 Slough: Material eroded from the back slope which partially or completely blocks the ditch, but does not encroach on the Traveled Way so as to block passage of traffic.
- 800-1.21 – Slump: A localized portion of the Roadbed which has slipped or otherwise become lower than that of the adjacent Roadbed and constitutes a hazard to traffic.
- 800-1.22 Special Project Specifications: Specifications which detail conditions and requirements peculiar to the individual project.
- 800-1.23 Subgrade: Top surface of Roadbed upon which Base Course or Surface Course is constructed. For roads without Base Course or Surface Course, that portion of Roadbed prepared as the finished wearing surface.
- 800-1.24 Surface Course: The Material placed on Base Course or Subgrade primarily to resist abrasion and the effects of climate. Surface Course may be referred to as surfacing.
- 800-1.25 Surface Treatment Plan: A table which lists the roads and surface treatments to be applied.
- 800-1.26 Traveled Way: That portion of Roadway, excluding Shoulders, used for the movement of vehicles.
- 800-1.27 Turnouts: That portion of the Traveled Way constructed as additional width on single lane roads to allow for safe passing of vehicles.
- 800-1.28 Water Source: A place designated on the Road Maintenance Map for acquiring water for road maintenance purposes.
- 800-1.29 Water bar: A dip in the Roadbed which intercepts surface runoff and diverts the water off the Roadway. A Water bar is not designed to be traversable by logging trucks.

STANDARD ROAD MAINTENANCE SPECIFICATIONS

Pacific Northwest Region

T-803 - SNOW REMOVAL (05/07)

803.01 Description

This Section provides for removal of snow from roads to facilitate logging operations and safe use.

803.02 Maintenance Requirements

- (1) Erect signs required by the Sign Plan in the SUPPLEMENTAL SPECIFICATIONS.
- (2) Perform work in a manner to preserve and protect roads and appurtenances, and prevent erosion damage to roads, streams, and other Forest values.
- (3) Do not undercut banks. Do not blade gravel or other surfacing material off the road.
- (4) Keep roadbed drainage ditches, drain dips, and culverts functional when needed during operations and upon completion of operations.
- (5) Control snow removal to identify the usable traveled way having roadbed support. Reshape over-width plowing as necessary to define the usable width.
- (6) Space, construct, and maintain drainage holes in the dike of snow or berm caused by snow removal operations. Place drain holes to obtain surface drainage without discharging on erodible fills.
- (7) Close roads to wheeled vehicles at times and in the manner specified in C(T)5.12 or the Road Rules document.
- (8) Upon seasonal completion of Purchaser's Operations, effectively block the road by a snow barricade, unless otherwise approved by the Contracting Officer.
- (9) Remove snow for either public access or project use as established in the SUPPLEMENTAL SPECIFICATIONS and meet the following requirements:
 - (a) Removal for Public Access (Method JU) - Remove snow from all of the traveled way, including turnouts, for safe and efficient use for both timber transportation and the public. Remove intruding windfalls, debris, or slough and slide material for the full width of the traveled way and deposit out of drainage's at locations designated by the Contracting Officer.
 - (b) Removal for Project Use (Method TS) - Remove snow from all or part of the traveled way, including sufficient turnouts for safe and efficient use for timber transportation and to protect the road. Remove intruding windfalls, debris or slough and slide material and dispose of only as necessary to provide passage for timber transportation. Removed materials may be deposited off the traveled way or outside the traveled way at locations designated by the Contracting Officer.
- (10) When directed by the Contracting Officer, replace in kind, within sixty (60) days after the start of Normal Operating Season, any surfacing material which has been bladed off the road, unless otherwise agreed. Contracting Officer will notify Purchaser in writing as to the cubic yard equivalent of bladed off material by the start of the normal operating season.

STANDARD ROAD MAINTENANCE SPECIFICATIONS Pacific Northwest Region

803.03 Equipment

Purchaser may use any type of equipment to remove snow, providing:

- a. Type or use of equipment is not restricted in C(T)5.12 or Road Rules document.
- b. Equipment is of the size and type commonly used to remove snow and will not cause damage to the road.
- c. The use of plows or dozers to remove snow requires written approval by the Contracting Officer. Equip plows or dozers with shoes or runners to keep the dozer blade a minimum of 2 inches above the road surface unless otherwise approved by the Contractor Officer.

803.04 Ice Control

Ice control may be performed by Purchaser when approved by the Contracting Officer in writing. Such approval will include ice control materials, application rates, and any specific requirements of use.

STANDARD ROAD MAINTENANCE SPECIFICATIONS
Pacific Northwest Region

T - 811 BLADING (10/07)

811.01 Description

This work consists of surface blading the traveled way to a condition that facilitates traffic and provides proper drainage. Blading includes shaping the crown or slope of travel way, berms, and drainage dips in accordance with this specification. Compaction is required when shown on the ROAD LISTING.

811.02 Maintenance Requirements

- A. Timing - Perform surface blading during the contract period as often as needed to provide conditions stated for the maintenance level of the road.
- B. General
 - 1. Blade and shape the existing traveled way and shoulders, including turnouts, to produce a surface which is uniform, consistent to grade, and crowned or cross-sloped as indicated by the character of the existing surface, unless otherwise shown in the ROAD LISTING, to at least ½ inch per 1 foot of width, but not more than ¾ inch per 1 foot of width. Thoroughly loosen surfacing material to no less than 2 inches depth or the depth of potholes or corrugations. Scarification to facilitate cutting to the full depth of potholes or corrugations may be elected, but will be considered incidental to blading. Do not scarify to a depth that will cause contamination of the surfacing.
 - 2. Apply water during blading when sufficient moisture is not present to prevent segregation. Supply, haul, and apply water in accordance with Section T-891.
 - 3. Shape existing native rock or aggregate surfaced drainage dips to divert surface runoff to existing outlet devices, ditches, or discharge locations.
 - 4. Establish a blading pattern which provides a uniform driving surface, retains the surfacing on the roadbed, and provides a thorough mixing of the materials within the completed surface width. Upon final blading, no disturbed rock shall protrude more than 2 inches above the adjacent surface unless otherwise provided in the contract. Remove and place outside the roadbed, material not meeting this dimension so as not to obstruct drainage ways or structures. This material may be scattered off the roadbed if there is free drainage.
 - 5. Where DESIGNATED ON THE GROUND, included in the ROAD LISTING, SHOWN ON THE DRAWINGS or as ordered by the Contracting Officer invasive species of concern prevention practices shall be followed as listed below.

Invasive Species of Concern Prevention Practices
NA

C. Routine Blading

- 1. Conform to the dimensions SHOWN ON THE DRAWINGS or designated in the SUPPLEMENTAL SPECIFICATIONS upon completion of blading.

STANDARD ROAD MAINTENANCE SPECIFICATIONS

Pacific Northwest Region

2. Shape roadbed width in excess of the dimensions shown only as needed to provide drainage away from the traveled way. Do not remove established grasses and other vegetation from the excess width except as incidental to providing drainage or unless otherwise provided in the contract.
- D. Compaction
- 1 Roads requiring compaction will be included in the ROAD LISTING.
 2. Unless Compaction Method B is designated in the ROAD LISTING, all traveled ways requiring compaction may be compacted by Method A. Compaction shall commence immediately following blading.

Compaction methods are:

Compaction Method A: Breaking track while operating equipment on the traveled way.

Compaction Method B: 7-10 ton pneumatic, steel, or equivalent vibratory roller, operated to cover the full width two (2) times.

- E. Undercutting - Undercutting roadway back slope is not permitted.
- F. Intersections

At intersections, blade the roadbeds of side roads which are not closed or restricted from vehicular use to ensure smooth transitions.

Signing, cross ditching in the road surface (traveled way), earth berms, or other devices placed to discourage or eliminate use by passenger cars, are field evidence of road closure or restriction. Roads listed for work under Sections T-835, T-836, T-838, and T-839 shall be considered restricted.

Side roads listed for work under this Section are not restricted.

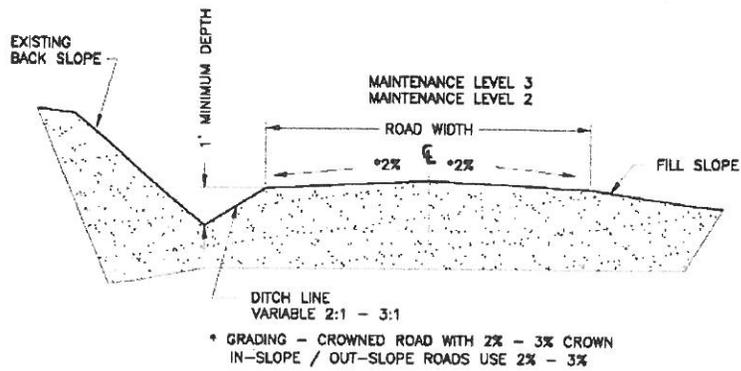
- G. Cleaning of Structures - Do not allow materials resulting from work under this Section to remain on or in structures, such as bridges, culverts, cattle guards, or drainage dips.
- H. Berms - Maintain existing berms to the condition of adjacent segments. Do not create new berms.
- I. Smooth Blading - Smooth blading may be used as an interim measure to remove loose surfacing material from the wheel paths, and store removed materials in a recoverable windrow, until blade processing as described in this section is feasible.

Watering will not be required for smooth blading. Accomplish smooth blading without distorting the existing cross-slope or crown of the traveled way.

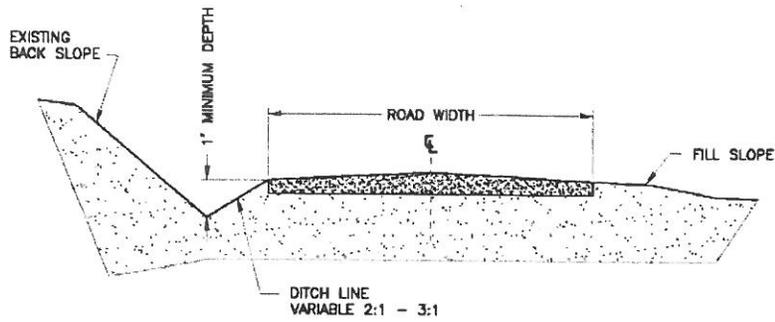
Move and store loose surfacing materials on the high side of super-elevated curves and sections with uniform inslope or outslope. In crowned sections, store the material on either or both sides as elected. Windrow and place stored materials to provide not less than 12 feet of smooth traveled way on one-lane segments, or 20 feet of smooth traveled way on two-lane segments, or segments with turnouts. Cut holes through windrows, which may collect water on the road, for drainage at least every 500 feet.

STANDARD ROAD MAINTENANCE SPECIFICATIONS
Pacific Northwest Region

DRAWING T-811 BLADING & T-831 DITCH MAINTENANCE



FOR AGGREGATE / CINDER / PIT RUN AND NATIVE
SURFACED ROADS



PAVED ROADS AND CHIP SEAL SURFACED ROADS

T-811 BLADING & T-831 DITCH MAINTENANCE

STANDARD ROAD MAINTENANCE SPECIFICATIONS

Pacific Northwest Region

T - 813 SURFACING (10/07)

813.01 Description

This work consists of placing surface aggregate as DESIGNATED ON THE GROUND, or as ordered by the Contracting Officer. It includes preparing the area, furnishing, hauling, and placing all necessary materials and other work necessary to blend with the adjacent road cross section.

813.02 Materials

Materials will be Government-furnished when stated in the supplemental specifications.

Materials furnished by the Purchaser shall conform to the gradation and quality requirements of Section 703 of the "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects FP-03 U.S. Customary Units" and FS supplements to the FP-03.

All materials transported onto National Forest System land shall be free of invasive species of concern. Written documentation of methods used to determine the invasive species of concern free status of any and all materials furnished by the Purchaser shall be submitted to the Contracting Officer before transport of any materials onto National Forest System land.

The Contracting Officer shall have 5 days, excluding weekends and Federal holidays, to review the methods and inspect the materials after the required written documentation is provided by the Purchaser. After satisfactory review and inspection or after such 5 day period, the Purchaser may transport the material onto National Forest System land.

Material or methods appropriate for establishing invasive species of concern free status for the particular invasive species of concern are listed below.

Invasive Species of Concern and Acceptable Methods specific to this project:

Invasive Species of Concern	Acceptable Methods
NA	NA

813.03 Maintenance Requirements

- A. Thoroughly loosen the area to be surfaced to a minimum depth of 1 inch prior to placement of aggregate.
- B. Mixing and Placing

When scheduled coincidentally with work under Section T-811, and included in the SUPPLEMENTAL SPECIFICATIONS, mix surfacing and existing aggregate with water until a uniform mixture is obtained prior to final shaping and compaction.

Otherwise, spread the material on the prepared area in layers no more than 4 inches in depth. When more than one (1) layer is required, shape and compact each layer before the succeeding layer is placed. Upon completion, the surfacing shall reasonably conform to the adjacent cross section and provide smooth transitions in the road profile.

STANDARD ROAD MAINTENANCE SPECIFICATIONS Pacific Northwest Region

Compaction Methods

Compaction Method A: Breaking track while operating equipment on the traveled way.

Compaction Method B: 7-10 ton pneumatic, steel, or equivalent vibratory roller, operated to cover the full width two (2) times.

Either Method A or B may be used unless Method B is designated in the ROAD LISTING.

STANDARD ROAD MAINTENANCE SPECIFICATIONS
Pacific Northwest Region

T - 831 DITCH MAINTENANCE (10/07)

831.01 Description

This Section provides for routine maintenance of various types of ditches to provide a waterway which is unobstructed, as shown on the ROAD LISTING or DESIGNATED ON THE GROUND.

831.02 Maintenance Requirements

- A. Maintain ditches by removing rock, soil, wood, and other materials. Maintained ditches shall function to meet the intent of the original design.
- B. Undercutting back slopes during removal operations is not permitted.
- C. Suitable material up to 4 inches in greatest dimension removed from the ditches may be blended into existing native road surface and shoulder or placed in designated berm.
- D. Do not blend material from ditch cleaning operations into aggregate surfaced roads. Do not blade material across aggregate or bituminous surfaced roads, unless approved in writing by the Contracting Officer.
- E. Haul material in excess of 831.02 D or subject to 831.02 E to a designated waste area under Section T-832. Remove excess materials temporarily stored on the ditch slope or edge of the shoulder daily.
- F. Remove limbs and wood chunks in excess of 12 inches in length or 3 inches in diameter from ditches and place outside the roadway.
- G. Clean paved surfaces of all materials resulting from ditch maintenance work.

Shape lead-off ditches to drain away from the traveled way.

Where DESIGNATED ON THE GROUND, included in the ROAD LISTING, SHOWN ON THE DRAWINGS or as ordered by the Contracting Officer invasive species of concern prevention practices shall be followed as listed below.

Invasive Species of Concern Prevention Practices
NA

STANDARD ROAD MAINTENANCE SPECIFICATIONS

Pacific Northwest Region

T - 832 REMOVE AND END HAUL MATERIALS (05/07)

832.01 Description

Work consists of loading, hauling, and placing of slide, slough, or excess materials such as rock, soil, vegetation, and other materials to designated disposal sites.

832.02 Maintenance Requirements

- A. Remove, end haul, and dispose of excess materials generated by work under other Sections of this contract.
- B. Remove the slide and slough materials in the area extending approximately 6 feet vertically above the road surface and not more than 3 feet down slope from the roadbed. Dispose of material at designated sites as SHOWN ON THE DRAWINGS, identified in SUPPLEMENTAL SPECIFICATIONS, or as ordered by the Contracting Officer.

Reshape the slope which generated the slide material as nearly as practical to its original condition by equipment operating from road surface. Reshaping of roadside ditches in slide area shall be in accordance with Section T-831.
- C. When approved by the Contracting Officer, fill slumps by compacting selected materials into roadway depressions. Compaction is by Method 2.
- D. Place all materials in disposal sites as specified in the SUPPLEMENTAL SPECIFICATIONS, as SHOWN ON THE DRAWINGS, or as ordered by the Contracting Officer.
 - 1. Method 1 - Side Casting and End Dumping. Material may be placed by side casting and end dumping. Where materials include large rocks, provide a solid fill by working smaller pieces and fines into voids. Shape the finished surfaces to drain.
 - 2. Method 2 Layer Placement - Step or roughen surfaces on which materials are to be placed prior to placing any material. Place materials in approximately horizontal layers no more than 12 inches thick. Compact each layer by operating hauling and spreading equipment over the full width of each layer.
- E. Repair any damage to existing aggregate or pavement surfaces.

STANDARD ROAD MAINTENANCE SPECIFICATIONS
Pacific Northwest Region

T - 834 DRAINAGE STRUCTURE MAINTENANCE (10/07)

834.01 Description

This work consists of cleaning and reconditioning culverts and other drainage structures.

834.02 Maintenance Requirements

- A. Clean drainage structures, inlet structures, culverts, catch basins, and outlet channels specified in the SUPPLEMENTAL SPECIFICATIONS. Clean catch basins by removing the material within the area SHOWN ON THE DRAWINGS.
- B. Clean the transition from the ditch line to the catch basin a distance of 10 feet from the catch basin. Clean outlet channels and lead-off ditches a distance of 6 feet. Remove and place debris and vegetation so as to not enter the channel or ditch, or obstruct traffic. Haul debris and vegetation to a designated disposal area in accordance with Section T-832.
- C. Hydraulic flushing of drainage structures is not allowed unless provided for in the SUPPLEMENTAL SPECIFICATIONS.

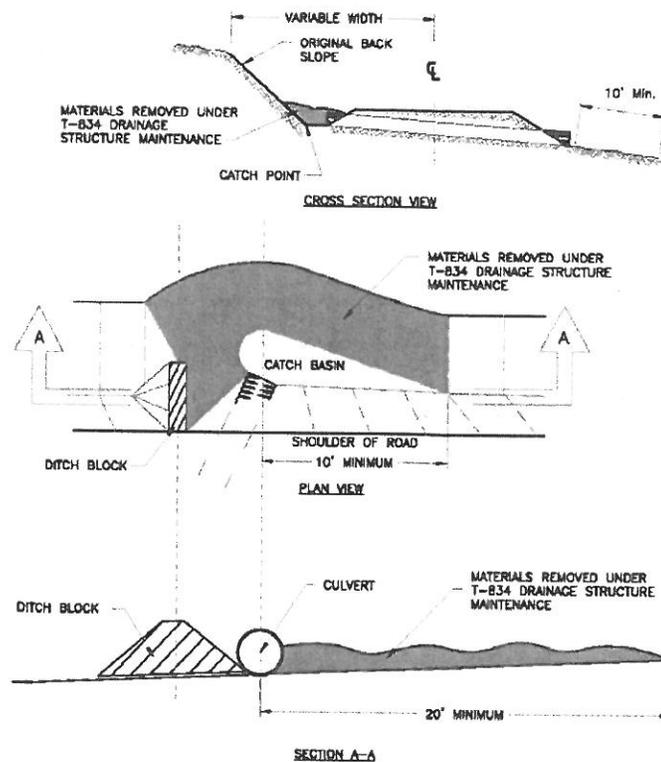
Cleaning and reconditioning are limited to the first 3 feet of inlet and outlet, determined along the top of the structure. Recondition culvert inlet and outlet by field methods such as jacking out or cutting away damaged metal which obstructs flow. Treat cut edges with a zinc rich coating, in accordance with AASHTO M 36M and ASTM A 849.

- E. Where DESIGNATED ON THE GROUND, included in the ROAD LISTING, SHOWN ON THE DRAWINGS or as ordered by the Contracting Officer invasive species of concern prevention practices shall be followed as listed below.

Invasive Species of Concern Prevention Practices
NA

STANDARD ROAD MAINTENANCE SPECIFICATIONS Pacific Northwest Region

DRAWING T-834 - CLEANING OF DITCH RELIEF, CATCH BASIN & TRANSITION



T-834 CLEANING OF DITCH RELIEF - CATCH BASIN AND TRANSITION

STANDARD ROAD MAINTENANCE SPECIFICATIONS

Pacific Northwest Region

T - 835 ROADWAY DRAINAGE MAINTENANCE (05/07)

835.01 Description

This work consists of providing post haul drainage on roads.

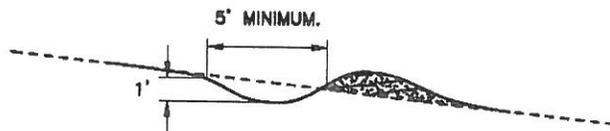
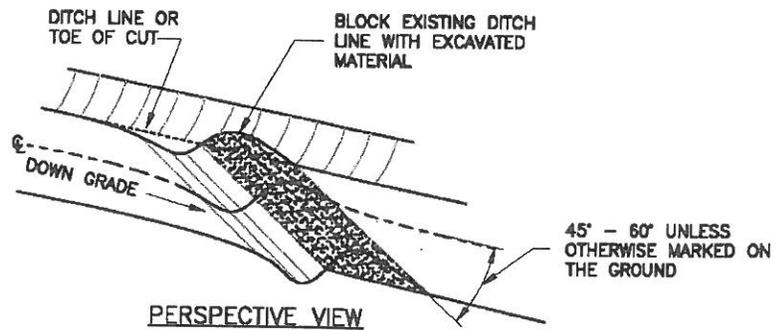
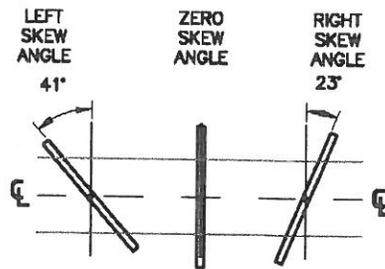
835.02 Maintenance Requirements

A. Drainage

1. Upon completion of work, shape the roadway to provide for the removal of surface water. The roadway need not be passable to vehicles. Repair and reinstall water bars, barriers or berms existing prior to the Purchaser's operation. Areas where water is ponded by existing centerline profile sags in through cuts may be left untreated.
2. Continuous blade shaping of the roadbed is not required under this specification.
3. Work to be done at staked locations shall be as indicated on the stake and/or stated in SUPPLEMENTAL SPECIFICATIONS:
4. Any of the following methods are acceptable for use at eroded or rutted locations:
 - Method A: Out-sloping the roadbed at not less than $\frac{1}{2}$ inch per yard of width.
 - Method B: In-sloping the roadbed at not less than $\frac{1}{2}$ inch per yard of width.
 - Method C: Water bar roadbed at locations staked on the ground and construct as SHOWN ON THE DRAWINGS or as included in SUPPLEMENTAL SPECIFICATIONS.
5. Drainage structures located in through fills and natural watercourses shall be fully functional without obstructions, including inlet and outlet channel within 20 feet of the structure.

STANDARD ROAD MAINTENANCE SPECIFICATIONS Pacific Northwest Region

DRAWING T-835 - WATER BAR



NOTE:

1. CONSTRUCT WATER BARS AT LOCATIONS SHOWN ON THE SPECIAL PROJECT SPECIFICATIONS OR AS MARKED ON THE GROUND.
2. INLET OF WATER BARS SHALL BE TO BOTTOM OF DITCH LINE OR A MINIMUM OF 12" BELOW THE EXISTING ROAD ELEVATION.
3. GRADE OF WATER BARS SHALL BE OUT-SLOPE A MINIMUM OF 6% OR 2% MORE THAN THE ROAD GRADE, WHICHEVER IS GREATER.

T-835 WATER BAR

STANDARD ROAD MAINTENANCE SPECIFICATIONS

Pacific Northwest Region

T - 836 MAINTENANCE FOR LIMITED USE (05/07)

836.01 Description

This work consists of making limited use roads passable for joint use by Purchaser and high clearance vehicles, and providing drainage from the traveled way and roadbed.

836.02 Maintenance Requirements

A. Traveled Way

Purchaser may smooth or fill existing cross ditches and water bars and by agreement modify existing road junctions to enable vehicle access. Prior to beginning haul and resumption of haul after an extended stoppage:

1. Remove brush, fallen trees, rocks, and other debris from traveled way, including turnouts, turnarounds, and other locations that interfere with needed maintenance as follows:
 - a. No object extending over 4 inches above the road surface shall remain within the 12 feet usable traveled way and 10 feet turnout widths. Center the usable width on the roadbed or position away from the fill slope.
 - b. Cut and remove standing or down trees, logs, brush, and limbs from within the area described in 1 a. above. Remove all encroaching limbs to a height of 14 feet above the traveled way surface. Scatter material not meeting utilization standards outside and below the roadbed on the fill side. Limb and remove timber which meets utilization standards or deck at agreed locations.
 - c. Place all removed materials away from drainages.
 - d. During use, maintain drainage structures, including dips, ditches and culverts in a useable condition.
2. Clean and recondition drainage facilities in accordance with: Section T-831 and T-834.

B. Slough and Slides

1. Slough and slides may be left in place, provided surface drainage is provided and at least 12 feet of width is available for vehicle passage.
2. Purchaser may reposition or ramp over slides and slough when the traveled way width is less than 12 feet providing the material is capable of supporting vehicles. Limit out slope to no more than six percent.
3. Reposition slough or slide materials on the roadbed which are not capable of supporting a vehicle to provide the 12 foot width. When directed by the Contracting Officer, slough or slide material will be removed under Section T-832.

C. Slumps and Washouts

1. Drain the roadbed immediately upgrade of slumps and longitudinal cracks to prevent water from entering slump area.
2. Slumps and longitudinal cracks at the edge of the roadbed shall not be considered a part of the usable width. Usable width may be reduced to 10 feet in the area of the slump.

STANDARD ROAD MAINTENANCE SPECIFICATIONS Pacific Northwest Region

3. Unless the Contractor Officer agrees to material being placed on slumps, ramp the slumps on both ends into undisturbed roadbed to provide at least 10 feet usable width. Use removed materials to guide vehicles to the ramp location or to aid in draining the area.
4. Washouts may be filled with suitable material.

D. Post haul

At the end of hauling or prior to entering into seasonal shutdowns or a period of extended inactivity:

1. Shape the traveled way and disturbed roadbed to provide functional drainage.
2. Reinstall removed cross ditches and water bars and provide any additional drainage structures necessary to offset changes caused through use and maintenance.
3. Leave roads useable for high clearance vehicles. Remove or reshape purchaser modifications at road junctions to leave the entrance as it was before use, or as agreed at the time of improvement.

STANDARD ROAD MAINTENANCE SPECIFICATIONS

Pacific Northwest Region

T - 838 MAINTENANCE FOR HIGH CLEARANCE VEHICLE USE (05/07)

838.01 Description

This work consists of making limited use roads passable for project use by Purchaser and providing drainage from the traveled way and roadbed.

838.02 Maintenance Requirements

A. Traveled Way

Purchaser may smooth or fill existing cross ditches and water bars and as approved by the Contracting Officer modify existing road junctions to enable vehicle access. The Purchaser may perform the following work prior to beginning haul and resumption of haul after an extended stoppage:

1. Remove brush, fallen trees, rocks, and other debris from traveled way, including turnouts, turnarounds, and other locations that interfere with needed maintenance as follows:
 - a. No object extending over 4 inches above the road surface shall remain within the 12 feet usable traveled way. Center the usable width on the roadbed or position away from the fill slope.
 - b. Cut and remove standing or down trees, logs, brush, and limbs from within the area described in 1(a). Remove all encroaching limbs to a height of 14 feet above the traveled way surface. Scatter material not meeting utilization standards outside and below the roadbed on the fill side. Limb and remove timber that meets utilization standards or deck at locations approved by the Contracting Officer.
 - c. Place all removed materials away from drainages.
 - d. During use, maintain drainage structures including dips, ditches and culverts in a usable condition.
2. Clean and recondition drainage facilities in accordance with Section T-831 and T-834.

B. Slough and Slides

1. Slough and slides may be left in place, provided surface drainage is provided and at least 12 feet of width is available for vehicle passage.
2. Purchaser may reposition or ramp over slides and slough when the traveled way width is less than 12 feet providing the material is capable of supporting vehicles. Limit out slope to no more than six percent.
3. Reposition slough or slide materials, which are not capable of supporting a vehicle, on the roadbed to provide the 12 feet width. When directed by the Contracting Officer, slough or slide material will be removed under Section T-832.

C. Slumps and Washouts

1. Drain the roadbed immediately upgrade of slumps and longitudinal cracks to prevent water from entering slump area.
2. Slumps and longitudinal cracks at the edge of the roadbed shall not be considered a part of the usable width. Usable width may be reduced to 10 feet in the area of the slump.

STANDARD ROAD MAINTENANCE SPECIFICATIONS Pacific Northwest Region

3. Unless the Contracting Officer approves material being placed on slumps, ramp the slumps on both ends into undisturbed roadbed to provide at least 10 feet usable width. Use removed materials to guide vehicles to the ramp location or to aid in draining the area.
4. Washouts may be filled with suitable material.

D. Post haul

At the end of hauling or prior to entering into seasonal shutdowns or a period of extended inactivity:

1. Shape the traveled way and disturbed roadbed to provide functional drainage.
2. Reinstall removed cross ditches and water bars and provide any additional drainage structures necessary to offset changes caused through use and maintenance.
3. Leave roads useable for high clearance vehicles. Remove or reshape purchaser modifications at road junctions to leave the entrance as it was before use, or as agreed at the time of improvement.

STANDARD ROAD MAINTENANCE SPECIFICATIONS

Pacific Northwest Region

T - 842 CUTTING ROADWAY VEGETATION (10/07)

842.01 Description

This work consists of cutting all vegetative growth, including trees and other vegetation less than 4 inches in diameter measured 6 inches above the ground, on roadway surfaces and roadsides.

842.02 Maintenance Requirements

A. General

1. Cut brush, trees, and other vegetation within each area treated to a maximum height of 6 inches above the ground surface or obstruction such as rocks or existing stumps. When work is performed under this Section, remove all limbs which extend into the treated area, or over the roadbed, to a height of 14 feet above the traveled way surface elevation.
2. Items to remain will be DESIGNATED ON THE GROUND.
3. Work may be performed either by hand or mechanically unless specifically shown in the Road Listing. Self-propelled equipment is not allowed on cut and fill slopes or in ditches.
4. Correct damage to trunks of standing trees caused by Purchaser's operation either by treatment with a commercial nursery sealer or by removing the tree as directed by the Contracting Officer.
5. Limb trees within the cutting limits which are over 4 inches -measured at 6 inches above the ground in lieu of cutting.
6. When trees are limbed, cut limbs within 4 inches of the trunk.

B. Cutting Side Vegetation

1. Show the width of vegetation to be removed in the Road Listing.
2. Unless otherwise included in the SUPPLEMENTAL SPECIFICATIONS or DESIGNATED ON THE GROUND:
 - a. Commence work at the edge of the traveled way and proceed away from the road centerline.
 - b. Roads without a defined traveled way: The starting point for cutting will be marked on the ground or defined in the SUPPLEMENTAL SPECIFICATIONS.
3. The points for establishing cutting limits are as follows:
 - a. Fill and day lighted (wide roadbed) section cutting commences at the edge of the traveled way and proceeds away from the road center line.
 - b. Drainage ditched section cutting commences at the bottom of the existing ditch and proceeds away from the road center line. Cutting on ditch fore slopes is not required.
 - c. Non-ditched cut section cutting commences at the intersection of the cut bank and the roadbed and proceeds away from center line.
4. Provide transitions between differing increments of cutting width. Accomplish transitions in a taper length of not less than 50 feet or more than 70 feet.

STANDARD ROAD MAINTENANCE SPECIFICATIONS

Pacific Northwest Region

C. Debris

1. Materials resulting from the cutting operation in excess of 12 inches in length or 3 inches in diameter are not allowed to remain on roadway slopes within the treated area, in ditches, or within water courses.
2. Remove limbs and chunks in excess of 3 inches in any dimension from the traveled way and shoulders.
3. Materials may be scattered down slope from the roadbed, outside of the work area and drainages unless otherwise listed in D. Invasive Species of Concern.

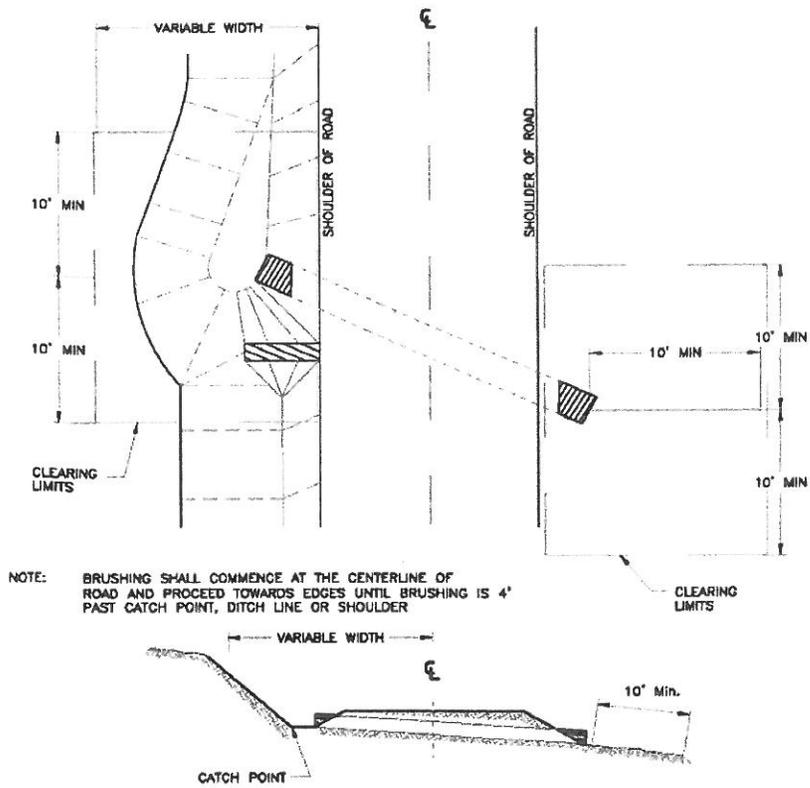
Invasive Species of Concern

Where DESIGNATED ON THE GROUND, included in the ROAD LISTING, SHOWN ON THE DRAWINGS or as ordered by the Contracting Officer invasive species of concern prevention practices shall be followed as listed below.

Invasive Species of Concern Prevention Practices
NA

STANDARD ROAD MAINTENANCE SPECIFICATIONS
Pacific Northwest Region

DRAWING T-842 CUTTING CULVERT VEGETATION



T-842 CUTTING ROADWAY VEGETATION

STANDARD ROAD MAINTENANCE SPECIFICATIONS

Pacific Northwest Region

T - 854 TREATMENT AND DISPOSAL OF DANGER TREES (5/07)

854.01 Description

This work consists of felling and disposal of designated live or dead danger trees sufficiently tall to reach roads used by the Purchaser. Any removal of logs is subject to prior agreement between the Contractor Officer and the Purchaser.

854.02 Requirements

A. Designation of danger trees.

Danger trees to be felled will be designated in advance by the Contracting Officer. Trees to be removed will be marked.

B. Falling, bucking and treatment for disposal.

Use controlled felling to ensure the direction of fall and prevent damage to property, structures, roadway, residual trees, and traffic. Stump heights, measured on the side adjacent to the highest ground, must not exceed 12 inches or 1/3 of the stump diameter, whichever is greater. Higher stump heights are permitted when necessary for safety.

Felled snags and trees, which are not marked for removal, will be left in a stable condition such that they will not roll or slide. Position logs away from standing trees so they will not roll, are not on top of one another, and are located out of roadway and drainage structures.

Fell, limb and, remove trees, which are marked for removal, that equal or exceed the utilization standards as listed in the Timber Sale contract or SUPPLEMENTAL SPECIFICATIONS. Dispose of merchantable timber designated for removal in accordance with B/BT2.32 Construction Clearing, of the Timber Sale Contract, or as described in SUPPLEMENTAL SPECIFICATIONS.

C. Slash treatment.

Within the roadway, remove limbs, chunks, and debris in excess of 12 inches in length and 3 inches in diameter, and concentrations that may plug ditches or culverts, and water courses.

Dispose of slash by scattering outside the roadway limits without damaging trees, or improvements.

Large accumulations of slash may be ordered hauled under T-832.

STANDARD ROAD MAINTENANCE SPECIFICATIONS

Pacific Northwest Region

T - 891 WATER SUPPLY AND WATERING (5/07)

891.01 Description

This work consists of providing facilities to furnish an adequate water supply, hauling and applying water.

891.02 Materials

If the Purchaser elects to provide water from other than designated sources, the Purchaser is responsible to obtain the right to use the water, including any cost for royalties involved.

Suitable and adequate water sources available for Purchaser's use under this contract are designated as follows:

All water sources are designated by the Timber Sale Administrator

891.03 Equipment

- A. Positive control of water application is required. Equipment shall provide uniform application of water without ponding or washing.
- B. An air gap or positive anti-siphon device shall be provided between the water source and the vehicle being loaded if the vehicle has been used for other than water haul, if the source is a domestic potable water supply, or the water is used for tank mixing with any other materials.
- C. The designated water sources may require some work prior to their use. Such work may include cleaning ponded areas, installing temporary weirs or sandbags, pipe repair, pump installation or other items appropriate to the Purchaser's operations. Flowing streams may be temporarily sandbagged or a weir placed to pond water, provided a minimum flow of 10 cu. ft/sec is maintained. Obtain approval from the Contracting Officer on improvements for sandbags or weirs prior to placement.

Sale Name: Deer Thin

5.32# - ROAD MAINTENANCE DEPOSIT SCHEDULE (07/2001)

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 and for deferred maintenance is: \$.00 per Ton.

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
Latiwi Creek CSA	\$1.19	Ton

C6.22# - PROTECTION OF IMPROVEMENTS (07/2001)

Unless otherwise agreed to in writing, Purchaser shall move or relocate the improvements listed in the following table to locations 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 attached table of improvements to be moved.

TABLE PURSUANT TO C6.22# - PROTECT AND IMPROVEMENT (01/2000)

REQUIRMENTS

SUBDIVISIONS

1. The Jump-off Joe Trail is designated as a protect and improvement. Directionally fell away and avoid placement of equipment, skidding, staging or other operations along the trail.	45
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Sale Name: Deer Thin

6.24# - 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: To protect heritage resources, avoid placement of any operations within subdivision 45 along the Jump-off Joe trail, shown as a Protect and Improvement on the sale area map.

Wildlife and Botanical Protection Measures: To protect sensitive species in subdivisions 39, 39h, 40, 40h, 41, 41h, 42, 42c, 43, 43a, 43h and 44, are shown as an Area to Protect (ATP) on the sale area map. Avoid placement of equipment, landings, skyline corridors, temporary roads and designated skid roads within the Area to Protect (ATP).

Cave Resource Protection Measures: N/A

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

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

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

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

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

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

See attached schedule.

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

Subdivision	Operating Conditions	Purpose
38, 40, 41, 41a, 43, 44, 45	No haul, construction or re-opening of temporary roads November 1 through April 30, unless otherwise agreed to by Forest Service	To minimize sediment loading in streams and minimize soil erosion.
All	Instream operations, such as culvert replacement permitted from July 15 to August 31.	To minimize sediment loading in streams.
38, 39, 39h, 40, 40h, 41, 41a, 41h, 42b, 42a, 42, 42c, 43, 43a, 43h, 45	No ground based operations from November 1 through April 30, unless otherwise agreed to by Forest Service	To protect soils during periods of high moisture content.
38, 45	No operations permitted during weekends beginning Memorial Day through Labor Day or on Independence Day. Weekends are defined as 4PM Friday through Midnight Monday, Independence Day is defined as 4PM the day before until midnight of the holiday.	To minimize congestion on major arterial roads and recreations areas.
All	No operations are permitted during the opening weekends of cascade elk season, usually the third weekend in October, and Western Oregon deer season, which is usually the first weekend in October.	To avoid conflicts with hunters.
All	No haul is permitted during holiday weekends beginning Memorial Day through Labor Day or on Independence Day. Weekends are defined as 4PM Friday through Midnight Monday, Independence Day is defined as 4PM the day before until midnight of the holiday.	To minimize congestion on major arterial roads.

Sale Name: Deer Thin

B6.405 - ALTERNATE REMOVAL OF INCLUDED TIMBER (05/2005)

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

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

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

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

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

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

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

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

B6.41# - SPECIFIC REQUIREMENTS (01/2000)

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

See attached table.

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

<u>FELLING METHODS</u>	<u>SUBDIVISIONS</u>
1. Snags fell for safety will be left.	All
2. Directionally fell away from steams and subdivision boundaries. Any trees fell within riparian buffers for operational purposes shall be left in place.	All
3. Directional fall trees away from Areas To Protect (ATP).	39, 39h, 40, 40h, 41, 41h, 42, 42c, 43, 43a, 43h, 44, 45
4. Directionally fell away from private land.	42a, 42c, 43,
5. If a processor is used for felling, processor roads will be a minimum of 40 feet apart.	ALL

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

Sale Name: Deer Thin

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

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

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

See attached table for requirements.

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

Ground Based Yarding Requirements

SUBDIVISION

<p>1. Included timber on slopes less than 30 percent shall be carried with one end free of the ground by a low ground pressure tractor. Stumps shall not be grubbed from forwarder roads except for portions requiring excavation for safety. Ground skidding equipment will not operate on slopes greater than 30 percent.</p>	
<p>2. Locations for ground skidding roads and landing will be approved by the Forest Service prior to beginning felling operations.</p>	<p>38, 39, 39h, 40,</p>
<p>3. To protect residual trees and minimize soil disturbance, skidding roads will not be more than 15 feet in width and, where practical, the skidder should travel on slash. Spacing of skidding roads will be a minimum of 100 feet apart center to center where parallel roads are used.</p>	<p>40h, 41, 41a, 41h, 42, 42a, 42b, 42c, 43, 43a, 43h, 45</p>
<p>4. All ground based equipment is to stay on designated skid roads, and all ground skid roads will be agreed to by the Forest Service prior to use.</p>	
<p>5. If processor felling occurs, processor roads will be spaced at least 40 feet apart and processor will travel on slash.</p>	
<p>6. No staging within Area to Protect (ATP).</p>	<p>39, 39h, 40, 40h, 41, 41h, 42, 42c, 43, 43a, 43h, 44, 45</p>
<p>7. No skidding on the Jump-off Joe trailhead or trail. Skid roads or yarding operations should be parallel to the trail and approved by the Forest Service prior to implementation. This is shown as a Protect and Improvement on the sale area map.</p>	<p>45</p>

Skyline Yarding RequirementsSUBDIVISION

1. All skyline corridors and landings will be approved by the Forest Service prior to beginning felling operations.	
2. Except during lateral yarding, the yarding system must keep one end of the log suspended above the ground during the in-haul.	
3. Ground-lead yarding is permitted within 50 feet of subdivision boundaries and 50 feet of the tower position, and where necessary when crossing an intermediate support.	
4. Skyline roads will be spaced no closer together than 100 feet center to center at a point half-way to the end of the road when radial roads are used, and 150 feet center to center where parallel roads are used.	
5. Skyline corridors shall initially be made as narrow as practical, with the corridor being only wide enough to allow free passage of the carriage and turn of logs. The corridor shall normally not exceed 12 feet in width after yarding is completed.	38, 40, 41, 43, 44, 44a, 44h, 45
6. When the haulback line is used in areas of residual trees, haulback blocks shall be used to keep the haulback line as close to the ground as possible, reducing vertical line movement in the haulback line.	
7. The haulback line that is attached to the carriage shall be positioned, so that it remains within the skyline corridor. The objective is to protect residual trees by reducing lateral movement in the skyline.	
8. A slackpulling carriage capable of maintaining a fixed position on the skyline during lateral yarding and be able to pass over intermediate supports is required. The carriage must be capable of lateral yarding up to 75' from the skyline.	
9. Skyline corridors and tailholds shall not enter Areas to Protect (ATP) designated areas. Yard away from ATP's.	40, 41, 43, 44, 45
10. Yard tops attached (YTA) in skyline portion of subdivisions.	40, 41, 43, 44, 44a, 44h, 45
11. Yard tops attached (YTA) in skyline portion of subdivision only west of the 070 road.	38
12. Pre bunching of logs is permitted under the following conditions: slopes are less than 45%, other resource objectives are met and pre-approval is obtained prior to pre-bunching.	40, 41, 43, 44, 45

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

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

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

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

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

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

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

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

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

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mination, (6) percentage of purity, (7) percentage of weed seed content, and (8) certification that noxious weed seeds in excess of established state limitations are present in any kind of seed.

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

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

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

See attached application schedule.

APPLICATION SCHEDULE PURSUANT TO C6.6# - EROSION CONTROL AND SOIL TREATMENT BY PURCHASER (7/01)

SUB-DIVISION	AREAS A) SKID AND FORWARDER ROADS B) FIRELINES C) TEMP. ROADS D) LANDINGS E) OTHER	GRASS		MULCH	
		APPLICATION		APPLICATION	
		SPECIES <u>1/</u> MIXTURE	LBS/AC	TYPE <u>3/</u>	LBS/AC
All	A, C, D	Blue Wild Rye	20	n/a	n/a

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

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

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

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

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

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

Sale Name: Deer Thin

.6.7 - SLASH DISPOSAL (06/2008)

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

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

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

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

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

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

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

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

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

See attached specifications.

SPECIFICATIONS PURSUANT TO C6.74# - SLASH TREATMENT REQUIREMENTS

DETAILED SLASH DISPOSAL PLAN

Timber Sale

Willamette National Forest

I. Landing, Temporary Road and Road Surface Piling

All landing slash will be piled. Subdivisions 38, 44, 44a & 44h will have only the landings piled.

Temporary road slash from Subdivisions 38, 40, 41, 41a, 43, 44, & 45 will be piled at landings.

A. Slash to be Yarded and/or Piled

1. All bark, limbs and other logging debris shall be removed from road surfaces and ditches.
2. All landing slash that is between 1 and 6 inches in diameter and between 2 and 8 feet in length shall be piled. Slash between 1 and 6 inches in diameter and over 8 feet in length shall also be piled.
3. Slash that is greater than 6 inches in diameter and greater than 8 feet in length should be left as is or sorted for firewood, unless otherwise agreed to in writing by the Forest Service.
4. Stumps excavated from temporary road construction will be scattered and shall not be piled. All other slash will be grapple piled along temporary roads utilizing future landings and natural openings.

B. Location of Piles

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

C. Construction of Piles

1. All sale generated slash that is between 1 and 6 inches in diameter, and between 2 and 8 feet in length, shall be piled in a dome or haystack shape. Slash between 1 and 6 inches in diameter and over 8 feet in length shall also be piled.
2. Piles shall be as compact as possible with the tops and other large pieces stacked parallel with each other, and perpendicular to the slope whenever possible.
3. Piles shall contain minimal soil and non-burnable material. Pile sizes shall range from 12 to 20 feet in height and 12 to 20 feet in diameter. The area around each pile shall be cleared a minimum of 6 feet. Piles should not be wider than they are tall.
4. After the pile is formed, pole ends protruding from the pile shall be bucked off to aid in water shedding the pile when covered.

D. Covering Piles

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

II. Grapple and Roadside Grapple Piling

Purchaser is responsible for Grapple piling slash in the following subdivisions:

Subdivision 39, 39h, 40h, 41a, 41h, 42, 42a, 42b, 42c, 43a & 43h	Grapple pile entire subdivision.
Subdivision 40, 41, 43 & 45	Grapple pile slash in ground base portion of the subdivision.

A. Slash to be Piled

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

B. Location of Piles

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

C. Construction of Piles

1. Piles shall be as compact as possible with pile material placed parallel to each other.
2. Piles shall contain minimal soil and other non-burnable material. Pile sizes shall range from 8 to 15 feet in height and 8 to 15 feet in diameter. The area around each pile shall be cleared a minimum of 6 feet. Piles should not be wider than they are tall.
3. Slash throughout the units and along the designated roads will be grapple piled with a "lift and pile" mechanism rather than a "push and pile" mechanism.
4. After the pile is formed, pole ends protruding from the pile shall be bucked off to aid in water shedding the pile when covered.

D. Covering Piles

1. All piles shall be covered with a 100 square foot sheet of black polyethylene plastic film .004 inches thick. The sheeting shall be placed on the upper third of the pile to create a dry location necessary to achieve rapid ignition and combustion. The intent is to generate enough heat in the covered area to propagate combustion throughout the pile. Air flow and sheltering should be taken into consideration when determining location of the covering. The pile shall be covered immediately after the pile has been constructed.

Edges of polyethylene plastic film shall be firmly secured to pile with combustible material in a manner which avoids wind and rain displacement, as well as pooling from rain.

E. Acceptable Equipment

1. In the areas designated for grapple piling, a tracked machine will be required. Machine size should be such that it will not cause damage to the standing green trees when operating. Additionally, grapple type machinery which reduces or eliminates the presence of soil in piles should be used.

III. Firelines

In Unit 38 purchaser shall construct not more than 0.55 miles of standard fireline.

1. Firelines constructed by hand shall be cleared of all brush and debris for a width of not less than 5 feet each side of centerline and in the center of a continuous line not less than 12" wide shall be cut to mineral soil.
2. Firelines will be constructed on the southern and northern perimeters of Unit 38 spanning from the 1500 road to the 070 road.

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B6.815 - THIRD PARTY SCALING SERVICES (04/2004)

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

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

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

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

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

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

C7.1 - PLANS (09/2004)

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

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

7.2 - SPECIFIC FIRE PRECAUTIONS (09/2002)

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

A. Fire Security.

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

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

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

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

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

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

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

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

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

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

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

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

C. Spark Arrestors and Mufflers.

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

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

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

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

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

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

. Fire Tools.

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

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

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

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

E. Tank Truck.

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

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

agreement.

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

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

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

F. Communications.

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

G. Smoking and Open Fire Restrictions.

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

H. Blasting.

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

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

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

I. Compliance with State Fire Laws.

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

J. Aircraft Communications.

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

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

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

K. Logging Block Equipment.

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

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

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

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

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

7.22 - EMERGENCY FIRE PRECAUTIONS (09/2004)

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

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

LEVEL INDUSTRIAL FIRE PRECAUTION

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

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

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

III. Partial shutdown - The following are prohibited:

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

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

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

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

IV. General shutdown - All operations are prohibited.

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

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

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

described in A12.

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

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

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

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

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

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

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

.8.212 - 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.

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

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

(b) Except for Alaska Yellow Cedar determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Purchaser or any person as defined in the Act (16 USC 620e).

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

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

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

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

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

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

(f) Prior to delivering unprocessed Included Timber to another party, Purchaser shall require each buyer, exchangee, or recipient to execute an acceptable agreement that will:

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

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

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

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

(g) No later than 10 days following the execution of any such agreement between Purchaser and another party, Purchaser shall furnish to Forest Service a copy of each such agreement. Purchaser shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.

(h) Upon request, all records dealing with origin and disposition of Included Timber shall be made available to Contracting Officer.

(i) For breach of this Section, Forest Service may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Section, Forest Service will not be liable for any Claim submitted by Purchaser relating to the termination.

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

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