CT2.301# - CUTTING UNIT BOUNDARIES *(09/2001)*

The boundaries of cutting units are designated as shown in the following table. The trees used for boundary designation are not to be cut.

See Cutting Unit Boundary Designation Table

CT2.301# - CUTTING UNIT BOUNDARIES. (9/01)

Cutting Unit Boundary Designation Table

Cutting Unit	Paint Color	Designation
2	Orange	Boundaries flagged with blue ribbon and painted with an orange dot.

Sale Name: Gravel Pit Salvage Resale

CT2.355# - INDIVIDUAL TREES (CUT TREE MARKING) *(09/2001)*

Notwithstanding BT2.35, individual trees are designated for cutting only if marked above and below stump height as show in the table below:

See Cut Tree Marking Table

CT2.355# - INDIVIDUAL TREES (CUT TREE MARKING). (9/01)

Cut Tree Marking Table

Cutting Unit	Paint Color
2	Blue above and below stump height

CT4.211 - DOWNPAYMENT *(06/2007)*

The downpayment amount shown in AT15 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to BT9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale is shown on Timber Sale Account to have been cut, removed, and paid for, or (b) the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment, or (c) if 36 CFR 223.49(e) is applicable, the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpay-ment. For lump sum timber sales, the downpayment may be applied to payment for release of the single payment unit.

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).

CT4.212 - TEMPORARY REDUCTION OF DOWNPAYMENT *(08/2009)*

Notwithstanding BT4.211 or CT4.211, 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 scheduled 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.

CT4.4 - 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, 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 and road maintenance deposits;

(ii) Cooperative work at rates established by specific agreement under BT4.218;

(iii) Damages pursuant to BT9.4;

(iv) Road use fees;

(v) Restoration of downpayment pursuant to BT4.22;

(vi) Periodic payments pursuant to BT4.213;

(vii) Extension Deposits pursuant to BT4.217; 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 BT9.3. 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.

CT5.12# - 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.

CT5.12# - USE OF ROADS BY PURCHASER. (6/99)

Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
579	Stanley-Warm Lake	Sale Area	Highway 21	R	Hauling is restricted on and during the following holidays: July 4th, Memorial Day & Labor Day. Also on the opening day of general deer & elk hunting season. Additionally, hauling is restricted when road surface rutting exceeds one inch depth in 100 feet in length.
582	Clear Creek	Junction 579	Highway 21	P	Use not permitted unless contract modification occurs and road maintenance payment of $25.12/ccf is collected.

Sale Name: Gravel Pit Salvage Resale

CT5.34# - OBLITERATION OF TEMPORARY ROADS, SKID TRAILS AND LANDINGS *(03/2002)*

Unless otherwise agreed in writing, temporary roads, skid trails, and landings associated with the cutting unit(s) listed in the following table shall be obliterated using the method described below:

See Obliteration Table.

CT5.34# – OBLITERATION OF TEMPORARY ROADS, SKID TRAILS AND LANDINGS. (3/02)

Cutting Unit(s)	Type of Facility	Type of Facility
All	Skid Trails	Skid trails that may be accessible to motor vehicle traffic shall be closed by slash, earth berms, or rocks as determined by FS.

CT5.36# - SNOW REMOVAL *(09/2001)*

Snow removal shall be done in a manner to preserve and protect the roads to insure safe and efficient transportation and to prevent unacceptable erosion damage to roads, streams, and adjacent lands.

A. Description. Snow removal work by Purchaser shall include:

1. Removal of snow from entire road surface width including turnouts.

2. Removal of snow slides, minor earth slides, fallen timber and boulders that obstruct normal road surface width including turnouts.

3. Maintain drainage so that the drainage system will function efficiently.

B. Performance. All items of snow removal shall be done currently as necessary to insure safe, efficient transportation. Work shall be done in accordance with the following minimum standards of performance.

1. Removal of material. All debris, except snow and ice, that is removed from the road surface and ditches shall be deposited away from stream channels at agreed locations.

2. During snow removal operations, banks shall not be undercut nor shall gravel or other selected surfacing material be bladed off the roadway surface.

3. Ditches and culverts shall be kept functional during and following roadway use.

4. Snow berms shall not be left on the road surface. Berms left on the shoulder of road shall be removed and/or drainage holes shall be opened and maintained. Drainage holes shall be spaced as required to obtain satisfactory surface drainage without discharge on erodible fills.

5. Dozers and skidders shall not be used to plow snow on system roads without written approval of Forest Service. Upon approval, dozers and skidders must be equipped with shoes or runners to keep the plow blade a minimum of **6** inches above the road surface unless specifically removed from the requirements in writing.

6. Snow must not be removed to the road surface. A minimum **6** inch depth must be left to protect the roadway.

7. Purchaser's damage from, or as a result of, snow removal shall be restored in a timely manner.

CT6.24# - SITE SPECIFIC SPECIAL PROTECTION MEASURES *(04/2004)*

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

Cultural Resource Protection Measures: **N/A**
Wildlife and Botanical Protection Measures: **An appropriate spill kit and plan will be on site during the felling and removal of dead or imminently dead trees.**
Cave Resource Protection Measures: **N/A**

Sale Name: Gravel Pit Salvage Resale

CT6.312# - SALE OPERATION RESTRICTIONS *(11/2006)*

Unless otherwise agreed in writing, sale operations will be restricted as listed below:

See Sale Operation Restriction Schedule Table

CT6.312# - SALE OPERATION RESTRICTIONS. (11/06)

Sale Operation Restriction Schedule

Payment Unit / Cutting Unit	Restriction	Purpose
2	Heavy equipment use will be limited to three passes over the same area	Reduce detrimental soil disturbance
	No new landings will be constructed	Reduce detrimental soil disturbance
	All operations are restricted during the following holidays: July 4th, Memorial Day & Labor Day. Also on the opening day of general deer & elk hunting season.	Road Safety
	May 15 – Aug 10	Prior to felling operations a bird survey must be completed for active bird nests.
	No fuel or other toxicants shall be stored in RCAs. Refueling or servicing of vehicles or equipment shall not occur in RCAs. All equipment used in support of timber sale operations shall be in good repair and free of leakage of lubricants, fuels, coolants, and hydraulic fluid.	Protect aquatic habitat
	Vegetable oil must be used in lieu of bar oil when operating within 80' of a stream.	Protect aquatic habitat
	No piling of slash within one potential tree height of water features.	Protect soil and wetland plant habitats

CT6.341 - PREVENTION OF OIL SPILLS (IDAHO FORESTS) *(05/2006)*

If Purchaser maintains storage facilities for petroleum or petroleum products on Sale Area, Purchaser shall take appropriate preventive measures to ensure that any spill of such petroleum or petroleum products does not enter any stream or other waters of the United States or any of the individual States.

Petroleum or petroleum product storage containers with capacities of more than 200 gallons, stationary or mobile, shall be located no closer than 100 feet from stream, watercourse, or area of open water. Dikes, berms, or embankments shall be constructed to contain at least 110% of the volume of petroleum products stored within the containers. Diked areas shall be sufficiently impervious and of adequate capacity to contain spilled petroleum products.

If the total petroleum or petroleum products storage exceeds 1,320 gallons in containers of 55 gallons or greater, Purchaser shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40CFR 112), including certification by a registered professional engineer.

Purchaser shall notify Contracting Officer and appropriate agencies of all reportable (40CFR 110) spills of petroleum or petroleum products on or in the vicinity of Sale Area that are caused by Purchaser's employees, agents, contractors, subcontractors, or their employees or agents, directly or indirectly, as a result of Purchaser's operations. Purchaser will take whatever initial action that may be safely accomplished to contain all spills.

CT6.411# - FELLING AND BUCKING (SPECIAL OBJECTIVES) *(11/1998)*

Unless otherwise agreed in writing, silvicultural prescriptions and land management objectives shall be conducted and accomplished by the following requirements, methods and procedures:

See Felling and Bucking Table

CT6.411# - FELLING AND BUCKING (SPECIAL OBJECTIVES). (11/98)

Cutting Unit	Special Objectives
2	Felling shall not be performed until the location of all landings, skid roads, and skid trails have been flagged by the purchaser and agreed upon by the Forest Service. Trees shall be felled insofar as reproduction, topography and lean will permit with ends angled toward skid roads or skid trail in the direction of skidding. Trees shalll be skidded prior to limbing or topping (Whole Tree Yard), unless excessive damage, as determined by the Forest Service, results to residual stand. Fell trees away from Streamside Management Zones.

CT6.42# - SKIDDING AND YARDING (SPECIAL OBJECTIVES) *(11/1998)*

Unless otherwise agreed in writing, silvicultural prescriptions and land management objectives shall be conducted and accomplished by the following requirements, methods and procedures:

See Skidding and Yarding Table

CT6.42# - SKIDDING AND YARDING (SPECIAL OBJECTIVES). (11/98)

Cutting Unit	Special Objectives
2	Rubber tired skidder is required. Heavy equipment use will be limited to three passes over the same piece of ground unless agreed to in writing. Whole tree yard maximum product length may be limited to 45 feet unless agreed to in writing. Skid roads and/or skid trails will be flagged by the purchaser, approved by the Forest Service, and constructed in advance of felling. All skidding and yarding machinery will be required to stay on approved skid roads/trails unless agreed upon by the Forest Service. Skidding equipment must have a 100 foot minimum winching capability. Trees designated for cutting and/or logs will be left as rub trees along tractor skid road or trails as needed to protect young growth and leave trees. Logs shall be skidded with leading end free of the ground.

Sale Name: Gravel Pit Salvage Resale

CT6.50# - STREAMSIDE MANAGEMENT ZONES *(11/1998)*

A Streamside Management Zone (SMZ) is a zone that contains riparian vegetation and other special characteristics. Areas identified as Streamside Management Zones (SMZ's) are shown on the Sale Area Map and designated
with a 300 foot buffer on perennial and 150buffer on intermittent streams. .

Timber designation, conduct of logging, and/or slash treatment may differ in the SMZ from the rest of the unit. Unless otherwise agreed to in writing and notwithstanding the contract requirements otherwise applicable to each cutting unit, the following special requirements apply to the SMZ of the cutting units specified below:

See Streamside Management Zone Management Table

CT6.50# - STREAMSIDE MANAGEMENT ZONES. (11/98)

Streamside Management

Cutting Unit(s)	Zone Requirements
2	No mechanical activity can occur within 80 feet, from center of channel on either side, on intermittent streams. Road maintenance activities are allowed.
2	No mechanical activity can occur within 300 feet, from center of channel on either side, on perennial streams and 150 feet of intermittent streams. Road reconstruction and/or maintenance activities are allowed.

CT6.6# - EROSION PREVENTION AND CONTROL *(11/1998)*

A. Purchaser shall locate Temporary Roads on locations approved by the Forest Service. Such location shall include the marking of road centerline or grade-line and the setting of such construction stakes as are necessary to provide a suitable basis for economical construction and the protection of National Forest lands.

B. Skidding with tractors within 80 feet of live streams shall not be permitted except in places designated in advance by Forest Service, and in no event shall skid roads be located in live or intermittent streamcourses. Skid trails shall be located high enough out of draws, swales, and valley bottoms to permit diversion of runoff water to natural undisturbed forest ground cover.

C. Prior to periods of accelerated water runoff, especially during the spring runoff and periods of heavy rainfall, Purchaser shall inspect and open culverts and drainage structures, construct special cross ditches for road runoff, and take other reasonable measures needed to prevent soil erosion and siltation of streams.

D. Temporary Road surface width shall be limited to truck bunk width plus four (4) feet, except for needed turnouts which shall not exceed two (2) times the bunk width plus four (4) feet. If shovels or cranes with revolving carriage are used to skid or load, Temporary Road surface width equal to track width plus tail swing shall be permitted.

E. Unless otherwise agreed in writing, Purchaser shall keep erosion control work current with his operations under the sale and in any case not later than 15 days after completion of skidding on each payment unit or cutting unit.

CT6.7# - SLASH TREATMENT *(04/2003)*

Slash is defined as logs, tops, limbs, and other woody material, exclusive of stumps, which is created by the logging operation and remaining on the ground after logging. In areas where Purchaser-created slash is intermingled and inseparable with pre-existing slash, slash disposal requirements shall apply to the pre-existing slash as well as the Purchaser-created slash. Such areas are designated in the Purchaser Slash Responsibility Table herein.

Slash created in the construction of Specified Roads shall not be considered as logging slash in this Section.

Unless otherwise agreed in writing, Purchaser shall perform the following work described below and/or as shown on the Sale Area and Slash Disposal Map.

Forest Service and Purchaser shall jointly develop a schedule for completion of slash treatment on the various portions of the sale area.

See Purchaser's Slash Responsibility Table

CT6.7# - SLASH TREATMENT. (4/03)

Purchaser's Slash Responsibility Table

Description or Units	Type of Slash Disposal	Acres
All Landings	Pile Landing Slash - PLS (1)	2
All Units	Whole Tree Yard – WTY (3) (4)	2.3
All Units	Lop and Scatter – L&S (5)	As determined by the Forest Service, see L&S (5) below

Unit or Subunit Number	Total Acres or Number of Landings	Harvest System	Type of Slash Disposal
2	2.3	Tractor	WTY, L&S
All Landings	2	All Systems	PLS

L&S = Lop & Scatter
PLS = Pile Landing Slash
WTY = Whole Tree Yard

1. Pile Landing Slash (PLS)

A landing is considered a place where any logs or products are gathered for loading. Logs not meeting utilization standards accumulated at landings shall be decked at locations agreed to in writing by the Forest Service. Slash created from landing construction must be piled away from residual timber. All slash accumulated at landings shall be piled in locations pre-approved by the Forest Service.

Piles shall be reasonably compact and free of soil to facilitate burning. Piles will not be less than **10** feet in height. Piles shall be of a size and location that will not impair road use or result in damage to residual timber. Piles shall be located at least **50** feet from residual timber. Piles shall not be more than **50** feet long. All pieces that extend more than **4** feet in any direction from the windrow or pile profile will be cut off and returned to the windrow or pile. The piling of landings will be done by a grapple-type machine.

2. Clean System Roads

Purchaser shall dispose of all logging slash **1** inch in diameter on the long end and **1** foot in length which is created within the clearing limits of system roads. Slash shall be piled for later burning within the right-of-way clearing unless an alternate method of slash disposal is agreed to in writing. Piles shall be reasonably compact and free of soil to facilitate burning. Piles shall be of a size and location which will not impair road use. Piles shall be a minimum of twice their diameter from any residual timber. Piles can be made by machine or hand. Slash and debris may be scattered in those situations where the volume of slash or residual slash is relatively light and the adjacent stands of timber are sufficiently open to accommodate the scattering without damage as determined by the Forest Service.

3. Fell Damaged Residual

Purchaser shall fell all species over **4** feet in height not meeting minimum diameter specifications for Included Timber that are damaged beyond recovery by the Purchaser's Operations. Such trees shall be limbed to a top diameter of approximately **3** inch diameter inside bark, at which point the top shall be cut and severed from the remainder of the stem. Limbs shall be severed from the remaining top and all limbs cut from the top and boles shall be lopped to within **2** feet in height above the ground. Slash concentrations that cannot be bucked to within **2** feet off the ground, will be scattered so that no slash concentrations are greater than **1** feet off the ground. Remaining boles shall be bucked into lengths shorter than **8** feet.

4. Whole Tree Yarding (WTY)

Purchaser shall leave tops and limbs of felled trees attached to Included Timber and yard them to landings as shown on the Sale Area map.

Tops and limbs which are lost on the way to the landing site due to normal felling, skidding and/or yarding operations are not required to be yarded and will be lopped and scattered as described above in Item 2.

5. Lop and Scatter

Purchaser will lop and scatter according to the following specifications. Prior to yarding operations, the Purchaser may cut, where the tree falls, if damage during skidding occurs to the residual stand due to large limbs being left on the skidded trees of Included Timber. Such limbing shall be done to a top diameter of approximately **3** inches diameter inside bark, at which point the top will be cut and severed from the remainder of the stem. Limbs shall be severed from the remaining top and all limbs cut from the top and boles shall be lopped to within **1** foot in height above the ground. Slash concentrations that cannot be bucked to within **1** foot off the ground, will be scattered so that no slash concentrations are greater than **1** foot off the ground.

Tops and limbs which are lost on the way to the landing site due to normal felling, skidding and/or yarding operations are not required to be yarded and will be lopped or scattered to within **1** foot of the ground. Trees that shatter on impact, branches or sections of stems bucked out will be lopped or scattered so that all material is within **1** foot of the ground.

CT6.8# - MEASURING *(09/2003)*

The estimated quantity of timber in AT2 has been determined by standard procedures described in FSH 2409.12, Timber Cruising Handbook.

The following table describes the type of cruising method used to determine quantities:

See Cruising Method Table

Estimated quantities of timber subsequently included under BT2.13, BT2.14, BT.2.31, BT2.32, BT2.33, BT2.34, BT2.35 or BT2.37 not previously measured will be determined using standard cruise methods as described in FSH 2409.12, Timber Cruising Handbook, or, if attached, using the Additional Volume Calculation Table based on information generated from the timber sale cruise.

CT6.8# - MEASURING. (9/03)

Payment Unit/Cutting Unit	Cruising Method
2	3P

CT6.8# - MEASURING. (9/03)

Additional Volume Calculation Table
Gravel Pit Salvage TIMBER SALE

Unit #: 1 Date: 820/30/2013 Measured by: John Wallace - Forester, Idaho City RD

Note: Volumes in this table are taken from the Region 4 volume tables.
This table is not valid for any other sale.

Product	Diam. Class	Diameter Range	Net CF Volume Per Tree	Total # Trees in Diam. Class (DC)	Expanded DC Volume (# Trees x Tree Volume)	Tree Tally/Comments
Fuelwood (07)	7	7.0-7.9	1.9			
	8	8.0-8.9	4.4			
	9	9.0-9.9	6.8			
	10	10.0-10.9	9.6			
	11	11.0-11.9	15.0			
	12	12.0-12.9	19.0			
	13	13.0-13.9	22.4			
	14	14.0-14.9	31.7			
	15	15.0-15.9	35.0			
	16	16.0-16.9	39.6			
	17	17.0-17.9	45.8			
Total					N/A	

CT6.81# - ACCOUNTABILITY *(04/2009)*

The following requirements are applicable to Product Removal Permits:

1. Forest Service will issue to Purchaser or designated representative(s) serially numbered Product Removal Permit books for use only on this sale. Product Removal Permit books, whether used or unused, shall be accountable property of Forest Service and shall be returned to issuing Forest Service Office in accordance with instructions contained in each book. Each book which is not returned to the Forest Service will be considered a lost book and liquidated damages of $500 will be assessed.

2. Purchaser shall require all permits be completed in accordance with the instructions contained on the inside cover of each book.

3. Each load will have the last three digits of the load receipt number painted on both ends of three logs with **Red** paint. All loads that consist of a truck and pup(s) must have the last three digits of the load receipt painted on both ends of three logs on all subunits of the combination.

Purchaser shall require vehicles hauling Included Products to stop at agreed upon locations for purposes of monitoring accountability. The parties shall agree upon the haul route prior to operations.

CT7.2 - FIRE PRECAUTIONS *(04/1979)*

Specific fire precautions are as follows:

State Fire Laws. Where State laws provide specific requirements, these requirements must also be met.

Smoking and Lunch Fires. Purchaser shall prohibit smoking and the building of fires by persons engaged in Purchaser's Operations, except at established camps and shall enforce this prohibition by all means within Purchaser's power. Forest Service may, on written request of Purchaser, designate places where (1) campfires may be built for the purpose of heating lunches or (2) smoking may be permitted. Such designated places shall be cleared of flammable material to mineral soil prior to use.

Debris Around Structures. Purchaser shall clear and maintain an area free of flammable material for a distance not less than 15 feet from buildings, tents, and other structures connected with Purchaser's Operations.

Furnishing of Tools. Purchaser shall furnish sufficient fire tools of a kind and type satisfactory for fire suppression to equip persons engaged in Purchaser's Operations. Fire tools shall be used only for suppressing wildfires. Tools shall be stored in fireboxes provided by Purchaser and readily available to employees. Each toolbox shall be marked "Tools for Fire Only," painted red and kept sealed.

Fire Tools on Equipment. Each tractor, power skidder, power loader, and motor truck shall be equipped with one size 0, or larger, round-pointed shovel. Shovels shall be so placed on the machines that they can be readily obtained at all times.

Spark Arresters. Each gasoline or diesel internal combustion engine, except powersaws, shall be equipped with a spark-arresting device which has been approved by Forest Service. After installation, spark-arresting devices shall be kept in a satisfactory working condition.

Powersaws. Each gasoline powersaw shall have a spark arrester muffler affixed and in good working condition. Said spark arrester-muffler shall be of the construction and maintained to the standards approved by Forest Service. In addition, one chemical pressurized fire extinguisher of not less than 8-ounce capacity, by weight, and one size 0, or larger, round-pointed shovel shall also be provided.

The spark arrester-muffler, extinguisher, and shovel shall be maintained in good working condition at all times. The shovel and extinguisher shall be readily available.

Blasting. The use of fuses and detonating cord in blasting shall not be permitted.

During Fire Precautionary Period, blasting shall be permitted as follows:

A. When the predicted Condition Class reaches 3 (High), a watchman shall patrol the blasting area for at least 1 hour following blasting. The watchman shall have available for immediate use a standard fire shovel and a 5-gallon water filled backpack pump.

B. When the predicted Condition Class reaches 4 (Very High), blasting shall be restricted to cleared areas and terminated daily by 11 a.m. local time. The watchman requirements shall be as in item A above.

C. Blasting operations may be terminated when the predicted fire danger reaches extreme conditions.

Gasoline and Oil Storage. Gasoline, oil, grease, or other highly flammable material shall be stored in a separate building (or on site where all flammable debris has been cleared away within a radius of 25 feet). Storage buildings (or sites) shall be a minimum distance of 50 feet from other structures. A suitable shovel, and dry sand in a covered container of not less than 25-gallon capacity (or a fire extinguisher of not less than 2-quart capacity of a type approved by the Underwriter Laboratory for gasoline and oil

fires), shall be placed at each gasoline and oil shed, or other motor-fueling station. Mobile servicing units shall be equipped with a fire extinguisher of not less than 2-quart capacity of a type approved by the Underwriter Laboratory for gasoline and oil fires.

Camp Hazards. Stoves, stovepipes, chimneys, and electric wiring shall be located and maintained to the safety standards set forth in applicable sections of the Forest Service Health and Safety Code, dated March 1970, as revised.

Burning Plan. No slash burning shall be started by Purchaser without obtaining Forest Service approval of a written burning plan and also obtaining a burning permit from Forest Service.

CT8.66# (Option 1) - USE OF TIMBER *(04/2004)*

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

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

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

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

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

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

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

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

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

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

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

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

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

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

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

(i) For breach of this Subsection, 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 Subsection, Forest Service will not be liable for any Claim submitted by Purchaser relating to the termination.