U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE **TIMBER SALE CONTRACT** (Applicable to Sales to be Scaled after Felling)		**Name of Purchaser**	
National Forest Willamette	**Ranger District** Sweet Home	**Region** Pacific N-West	**Contract Number**
Sale Name NTLJ		**Award Date**	**Termination Date** 12/31/2018

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

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

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

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

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

UNITED STATES OF AMERICA

Two Witnesses: 1/

By: _____
Contracting Officer

_____
(Name)

_____
(Title)

_____
(Address)

_____
(Purchaser) 2/

_____
(Name)

By: _____

_____
(Address)

_____
(Title)

_____
(Business Address)

I,3/ _____ , certify that I am the _____
Secretary of the corporation named as Purchaser herein; that _____
who signed this contract on behalf of Purchaser, was then _____
of the corporation; that the contract was duly signed for and in behalf of the corporation by authority of its governing body, and is within the scope of its corporate powers.

_____

CORPORATE SEAL 4/

INSTRUCTIONS:

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

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

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

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

EXAMPLE 1/

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

Timber Sale Name: _____
National Forest: _____

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

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

Name of Subcontractor: _____
Business Address: _____
_____

_____ _____
Date Signature

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

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

A1 - Location and Area, applicable to B1.1

This Sale Area of 2530 acres more or less is located in:

T. 13 S., R. 5 E., Sections 33, 34, 35, 36. T. 14 S., R. 5 E., Sections 1, 2, 3, 4. Willamette Meridian. Surveyed, Linn County, Oregon

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

Species	Product	Estimated Quantity	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Scale in % of Gross Scale
Douglas-fir and other coniferous species except Pacific yew	Sawtimber	27,194.00	Ton	7.0	1	8	6.0	40
Timber Subject to Agreement under C2.11#								
Douglas-fir	Grn Bio Cv	unestimated	Ton	N/A	N/A	N/A	N/A	N/A
Total Quantity		27,194.00	Ton					

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

	Number	Acres
Clearcutting Units (B2.31)		
Specified Road Clearing (B2.32)		
Overstory Removal Units (B2.33)		
Understory Removal Units (B2.34)	33	317
Individual Trees (B2.35)		
Incompletely Marked Timber (B2.36)		

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

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

Not Applicable

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

Species	Product	Unit of Measure	Rates per Unit of Measure				
			Base $	Advertised $	Bid Premium $	Bid (Flat) $	Required Deposits Slash Disposal $
Douglas-fir and other coniferous species except Pacific yew	Sawtimber	Ton	.99	9.19			2.26
Timber Subject to Agreement under C2.11#							
Douglas-fir	Grn Bio Cv	Ton	.01	.01			.00

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

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

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

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

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

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

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

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

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

Not Applicable

A6 - High Stumps, applicable to B6.412

Species	Product	Maximum Stump Height (inches)
All	All	12

A7 - Specified Roads, applicable to B5.2

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

Project		Design Class	Appro. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Construction Staking 1/
2000245	BURNSIDE RD (R) (segment 0 to 3.15)	Single Lane - 15 mph	3.15 / 5.07	10 09/13/2016	FS	FS	FS BC
2000035	IRON MTN RD (R) (segment 0 to 1.19)	Single Lane - 15 mph	1.19 / 1.92	7 09/13/2017	FS	FS	FS BC
2000033	No Name (R) (segment 0 to .43)	Single Lane - 15 mph	.43 / .69	6 03/20/2015	FS	FS	FS BC
2000037	No Name (R) (segment 0 to 1.65)	Single Lane - 15 mph	1.65 / 2.66	8 09/13/2020	FS	FS	FS BC
2000030	SHEEP RIDGE RD (R) (segment 0 to 1.04)	Single Lane - 15 mph	1.04 / 1.67	4 10/31/2020	FS	FS	FS BC

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

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

Road No.	Road Name	Type of Work	Completion Date
2000030	SHEEP RIDGE RD (R) (segment 0 to 1.04)	Construction Staking	10/31/2016
2000033	No Name (R) (segment 0 to .43)	Construction Staking	10/31/2016
2000035	IRON MTN RD (R) (segment 0 to 1.19)	Construction Staking	10/31/2016
2000037	No Name (R) (segment 0 to 1.65)	Construction Staking	10/31/2016
2000245	BURNSIDE RD (R) (segment 0 to 3.15)	Construction Staking	10/31/2016

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

Name and Date of Governing Instructions: FSH 2409.11A, National Forest Cubic Log Scaling Handbook, as amended and supplemented. Fiber scaling rules apply to nonsawtimber products. Check scaling will be performed on individual scaling locations.

Scaling Specifications					
Species	Product	Maximum Scaling Length (feet)	Trim Allowance		
			Diameter Range (inches)	Length Range (feet)	Trim Allowance (inches)
Douglas-fir and other coniferous species except Pacific yew	*Sawtimber*	*20*	*ALL*	*ALL*	*6*

A10 - Scaling Services, applicable to B6.81

Species	Product	Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit $
All	All	Ton	Purchaser shall request a scaling site per B6.811	Total (100%) Weight Scale	.00

A11 - Minimum Scaling Volumes, applicable to B6.81

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

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

A12 - Fire Precautionary Period, applicable to B7.2

April 01 to October 31 , inclusive

A13 - Purchaser Responsibility to Furnish Crews and Equipment for:

Initial Fire Supression, applicable to B7.3

Within 5 road miles

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

Within 100 road miles

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

Maximum Amount: $ $300,000.00

A15 - Termination Date, applicable to B8.2

December 31, 2018

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

First Period: June 01 to October 31 , inclusive

Second Period: _____ to _____ , inclusive

A17 - Performance Bond Amount, applicable to B9.1

_____

A18 - Downpayment, applicable to B4.211

Downpayment Amount: _____

A19 - Periodic Payment Amount, applicable to B4.213

	Periodic Payment Determination Date	Amount
Initial Payment:	December 01, 2017	_____
Additional Payment:	August 16, 2018	_____

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

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

A21 - Inapplicable Standard Provisions

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

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

A22 - List of Special Provisions

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

C2.11#	TIMBER SUBJECT TO AGREEMENT (02/1971)
C2.35# (OPTION 1)	INDIVIDUAL TREE DESIGNATION (06/2008)
C3.47#	ABNORMAL DELAY (09/2004)
C4.211	DOWNPAYMENT (06/2007)
C4.212	TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)
C4.4	PAYMENTS NOT RECEIVED (08/2012)
C5.1# (OPTION 1)	TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008)
C5.12#	USE OF ROADS BY PURCHASER (06/1999)
C5.13#	ROAD COMPLETION DATE (04/2004)
C5.213#	DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES (04/2004)
C5.221#	MATERIAL SOURCES (04/2004)
C5.31#	ROAD MAINTENANCE REQUIREMENTS (07/2001)
C5.32#	ROAD MAINTENANCE DEPOSIT SCHEDULE (07/2001)
C6.24#	SITE SPECIFIC PROTECTION MEASURES (04/2004)
C6.29#	PROTECTION OF HABITAT OF NESTING NON-THREATENED, ENDANGERED AND SENSITIVE RAPTORS (09/2004)
C6.315#	SALE OPERATION SCHEDULE (06/1994)
C6.405	ALTERNATE REMOVAL OF INCLUDED TIMBER (05/2005)
C6.41#	SPECIFIC REQUIREMENTS (01/2000)
C6.42#	YARDING/SKIDDING REQUIREMENTS (04/2003)
C6.6#	EROSION CONTROL AND SOIL TREATMENT BY PURCHASER (04/2014)
C6.7	SLASH DISPOSAL (06/2008)
C6.74#	SLASH TREATMENT REQUIREMENTS (02/2002)
C6.84 (OPTION 1)	USE OF PAINT BY PURCHASER (05/2005)
C6.840	ACCOUNTABILITY (04/2014)
C6.851	WEIGHT OF LOST LOADS (04/2014)
C7.1	PLANS (09/2004)
C7.2	SPECIFIC FIRE PRECAUTIONS (09/2002)
C7.201	BURNING BY PURCHASER (01/1993)
C7.22	EMERGENCY FIRE PRECAUTIONS (09/2004)
C8.13	DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTY (09/2004)
C8.212	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)
C8.66# (Option 1)	USE OF TIMBER (04/2004)
C8.71	TRIPARTITE LAND EXCHANGE (04/1999)

Sale Name: NTLJ

TRAFFIC CONTROL PLAN AND SPECIFICATIONS PURSUANT TO B6.33 SAFETY

Unless otherwise agreed, the following measures are required to provide adequate warning of hazards for users of roads and trails adjacent to Purchaser's Operations.

Part I. Signing and Other Warning Methods:

(a) Signs. The following signs are required when Purchaser's Operations are in progress adjacent to or on Forest Service controlled roads and trails:

MINIMUM LETTER SIZE AND LEGEND	MINIMUM SIZE AND SHAPE	WHEN AND WHERE REQUIRED
1. LOGGING OPERATIONS NEXT <> MILES (4" letters)	24" (rectangle) 36"	Min. 100 ft. outside of any continuous work areas, on roads listed in C5.31# and trails listed in Part II.
2. LOGGING OPERATIONS (3" letters)	24" (diamond) 24"	To be used in conjunction with "Logging Operations Next <> Miles" and where work area is not continuous.
3. FOR LOGGING USE ONLY (3" letters)	24" (diamond) 24"	Required where roads listed in C5.31# and temporary roads intersect with C5.31# roads. Install a cross ditch to discourage use when sign is covered or removed for extended periods.
4. TRUCKS (4" letters)	24" (diamond) 24"	At critical intersections on roads listed in C5.31# when traffic is heavy or otherwise exceeds volumes stated in Part II below. Remove or cover when the sign is not applicable.
5. END LOGGING OPERATIONS (4" letters)	24" (rectangle) 36"	Use in conjunction with "Logging Operations Next <> Miles" and "Logging Operations."
6. TREE FELLING AHEAD (3" letters)	24" (diamond) 24"	Required 200 feet in advance of danger area where timber is being felled adjacent to all roads, including temporary roads, and trails.
7. ROAD MACHINERY AHEAD (3" letters)	24" (diamond) 24"	Required at least 200 feet in advance of Purchaser road maintenance operations on roads listed in Schedule C5.31#.

Sale Name: NTLJ

TRAFFIC CONTROL PLAN AND SPECIFICATIONS - B6.33 Safety (continued)

All signs shall meet requirements as specified in Parts I and VI of the Manual of Uniform Traffic Control Devices (MUTCD).

Sign borders and lettering shall be black. Borders are 1/2 inch wide, inset 1/2 inch from outside edge of sign. All sign backgrounds shall be orange, except signs #1 and 5 which shall be reflectorized orange.

Signs shall be installed on posts, with a 5 foot minimum ground clearance, or on temporary supports complying with MUTCD standards.

All signs are to be removed or covered when operations are interrupted for seasonal nonuse or other extended periods.

Purchaser shall furnish flag personnel and advance warning signs when cable or helicopter logging above roads or trails, felling adjacent to roads or trails, where logs being bucked may roll into roads or trails, and in areas where fallout from blasting may occur. On roads listed in C5.31# and temporary roads, Purchaser may temporarily block the road in lieu of furnishing flag personnel.

(b) Barricades. On roads listed in CT5.31#, if Purchaser's Operations cause the traveled way or road shoulders to be constricted overnight, or longer, by such obstructions as decked logs, parked equipment, or piled slash, Purchaser shall place barricades on both sides of the encroaching obstruction to safely channel traffic around such obstructions. Barricades shall remain in place until the obstruction is removed.

Barricades shall be Type II and meet specifications in MUTCD, Part VI. Barricades must be at least 3 feet high. Rails must be at least 2 feet long. Striping shall be alternating orange and white, sloping at a 45 degree angle, and reflectorized. For rails 2 feet to 3 feet long, striping shall be 4 inches wide. For rails longer than 3 feet, striping shall be 6 inches wide. Two rails, 8-12 inches in width, must face each direction.

Barricades shall be equipped with warning lights which shall be Type A low intensity flashing and shall be maintained so as to be capable of being visible on a clear night from a distance of 3,000 feet.

(c) Other Traffic Control Methods. The posting of CB channel signs may be authorized.

On roads listed in C5.31#, Purchaser may be authorized to install temporary gates, barricades (except cables), or natural barriers. The devices must be installed with the necessary hazard markers, be reasonably passable by Forest Service, and be removed prior to acceptance of the subdivision being served by the road.

Sale Name: NTLJ

TRAFFIC CONTROL PLAN AND SPECIFICATIONS - B6.33 SAFETY (continued)

Part II. No operations are 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.

No operations are permitted during the opening weekends of elk rifle season, which is usually the third weekend in October, and deer rifle hunting season, which usually begins the first weekend in October.

1. Purchaser and Forest Service agree to the above stated requirements of the Traffic Control Plan:

Name	Name
Title	Title
Date	Date

Sale Name: NTLJ

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

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

Species	Product
Douglas-fir	**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.

'3.47# - 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 (6/2008)

27, 27a, 27b, 27c, 28, 28a, 29, 30, 32, 34, 37, 51, 51a, 67, 67a	14'	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. 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.
66, 66a, 66b, 74, 74a	16'	Douglas-fir and other coniferous species within 16 feet of a live boundary tree of 8 inches or greater in diameter at D x D stump height. Douglas-fir and other coniferous species within 16 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.
29h, 29i, 29j, 30h, 32h, 37h	18'	Douglas-fir and other coniferous species within 18 feet of a live boundary tree of 8 inches or greater in diameter at D x D stump height. 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 D x D stump diameter are designated for cutting. All live trees with a larger stump diameter will remain standing after logging is complete.
29, 29h, 29i, 29j, 30, 30h, 32, 32h, 34, 37, 37h, 73	N/A	All trees greater than 23.9 inches diameter at stump height will remain standing. These trees will be included in spacing. If felled for operational purposes, they will remain in place.
27, 27a, 27b, 27c, 28, 28a, 50, 51, 51a, 54, 54a, 54b, 55, 66, 66a, 66b, 67, 67a, 74, 74a, 800	N/A	All trees greater than 31.9 inches at diameter stump height will remain standing. These trees will be included in spacing. If fell for operational purposes they remain in place.

Table Pursuant to C2.35# (OPTION 1) - Individual Tree Designation (6/2008)

30, 34, 67, 67a,	DTR	Douglas-fir and other coniferous species within 40' of a tree with two bands of white paint within the posted unit boundary will be removed.
30h	DTR	Douglas-fir and other coniferous species within 66' of a tree with two bands of white paint within the posted unit boundary will be removed.
28, 28a, 74, 74a	DTR	Douglas-fir and other coniferous species within 90' of a tree with two bands of white paint within the posted unit boundary will be removed.
54, 54a, 54b, 55	LTM	All trees not marked above and below stump height with orange tracer paint will be removed.
50, 73, 800	ITM	All trees marked above and below stump height with blue tracer paint will be removed.
All	N/A	Leave all western red cedar, incense cedar, sugar pine, western white pine and Pacific yew. These trees will be included in spacing. If fell for operational purposes they remain in place.

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.

Table Pursuant to C2.35# (OPTION 1) - Individual Tree Designation (6/2008)

LTM: Leave Tree Marked.

ITM: Individual 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.

C4.211 - DOWNPAYMENT *(06/2007)*

The downpayment amount shown in A18 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to B9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale has been charged and paid for, or (b) the estimated value of the unscaled timber is equal to or less than the amount of the downpayment, or (c) if 36 CFR 223.49(e) is applicable, the estimated value of the unscaled timber is equal to or less than the amount of the downpayment.

If Forest Service makes a determination that this contract should not have been included under increased downpayment requirements (36 CFR 223.49(e)), the downpayment shall be revised and applied in accordance with 36 CFR 223.49(f).

C4.212 - TEMPORARY REDUCTION OF DOWNPAYMENT *(08/2009)*

Notwithstanding B4.211 or C4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Purchaser's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

(1) Forest Service requests or orders Purchaser to delay or interrupt operations for reasons other than breach;

(2) Purchaser interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or

(3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, including a market-related contract term addition, or an urgent removal contract term extension under 36 CFR 223.53.

When Purchaser is not cutting or removing timber under contract during a qualifying period of delay, interruption, or extension listed above the downpayment may be reduced to $1000 or 2 percent of the downpayment amount stated in the contract, whichever is greater. The Purchaser must restore the downpayment to the full amount stated in the contract within 15 days from receipt of the bill for collection and written notice from the Contracting Officer that the basis for temporarily reducing the downpayment no longer exists. Purchaser shall not cut or remove timber on a contract where the downpayment has been temporarily reduced until the downpayment amount stated in the contract is fully restored.

C4.4 - PAYMENTS NOT RECEIVED *(08/2012)*

(a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection for, Contracting Officer will suspend all or any part of Purchaser's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

(i) Slash disposal, road maintenance, and contract Scaling deposits;

(ii) Cooperative work at rates established by specific agreement under B4.218;

(iii) Damages pursuant to B9.4;

(iv) Road use fees;

(v) Restoration of downpayment pursuant to B4.22;

(vi) Periodic payments pursuant to B4.213;

(vii) Extension Deposits pursuant to B4.217; and

(viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under B9.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

(c) Pursuant to the Debt Collection Improvement Act of 1996, as amended, if payment is not received by Forest Service within 15 days after the date of issue indicated on the bill for collection:

(i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.

(ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.

(iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).

(iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.

(d) Forest Service remedies for Purchaser's failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Purchaser's Operations, and administrative offset, shall be stayed for so long as:

(i) A bona fide dispute exists as to Purchaser's obligation to make such payment and

(ii) Purchaser files and prosecutes a timely Claim.

C5.1# (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/OR CRITERIA PURSUANT TO C5.1# (OPTION 1) - TEMPORARY ROAD AND LANDING CONSTRUCTION *(06/2008)*

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:

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 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		
2000030	SHEEP RIDGE	0.00	1.04	R	*
2000033	NO NAME	0.00	0.43	R	*
2000035	IRON MTN	0.00	1.00	R	"No Commercial Vehicle Use" on legal holidays or weekends (Friday 6:00 pm through Sunday midnight) from Memorial Day through Labor Day.
2000035	IRON MTN	0.00	1.19	R	*
2000037	NO NAME	0.00	1.65	R	*
2000047	LOWER SNOW CREEK	0.00	0.40	R	*
2000245	BURNSIDE	0.00	3.15	R	*
2000362	NO NAME	0.00	0.44	R	*
2000363	NO NAME	0.00	0.90	R	*

* Roads have limited structural strength and haul may be restricted during wet weather conditions.

The following should be use as guidelines for determining if operations should be limited:

a. Resource damage or sediment laden water reaching live streams.
b. Road damage indicators not correctable with immediate normal maintenance which include any of the following:
   i. Mud slurry layer > ½-inches, that results in subgrade degradation and affects traction.

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:

ii. Rutting > ½ of the surface gravel depth or pumping which contaminates the aggregate.
iii. Failure to maintain or destruction of road prism, ditches, base and surfacing.
iv. Potholes on > 15% of the road length.
v. Permanent asphalt deformation or distress.

Title and Date of Governing Road Rules Document:

Road Rules for Commercial Haul Willamette National Forest	Jan 1992
Commercial Road Rules	**Effective Date**

Sale Name: NTLJ

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

Construction of Specified Roads shall be completed no later than **10/31/2016** ; except for earlier construction completion dates for roads listed below:

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

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

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

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

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

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

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

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

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

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

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

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

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

The total amount to be deposited by Purchaser for reconstruction related engineering services to be completed by Forest Service personnel or by public works contract is $ **$17,582.00** . Purchaser shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. In the event a different deposit schedule is agreed to, such deposit shall be due within 15 days after the date of issue indicated on the initial bill for collection, pursuant to B4.4.

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

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

Road or Facility No.	Termini From	Termini To	Engineering Services Completion Date
Road-2000030	0	1.04	10/31/2016
Road-2000033	0	.43	10/31/2016
Road-2000035	0	1.19	10/31/2016
Road-2000037	0	1.65	10/31/2016
Road-2000245	0	3.15	10/31/2016

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

Sale Name: NTLJ

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

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

See Material Source Table.

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

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

Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials shall be located to facilitate their prompt inspection. Sites on Forest Service administered `and, approved by Forest Service, may be used for storage purposes and for the placing of Purchaser's plant quipment. 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.

Table Pursuant to C5.221# -- Material Sources (4/04)

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

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

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

See Contract Road Maintenance Requirements Summary Table.

Sale Name: NTLJ

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	T891	
2000030	0.00	1.02	1.02	P	P	P						P	P	P	P	
2000033	0.00	0.41	0.41	P	P	P						P	P	P	P	
2000035	0.00	0.88	0.88	P									P	P		
2000037	0.00	1.56	1.56	P	P	P						P	P	P	P	
2000047	0.00	0.40	0.40	P	P	P						P	P	P	P	
2000245	0.00	3.47	3.47	P	P	P					P		P	P	P	
2000362	0.00	0.44	0.44	P	P	P					P		P	P	P	
2000363	0.00	0.90	0.90	P	P	P					P		P	P	P	

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	T891	
2000030	0.00	1.02	1.02	P	P	P						P	P	P	P	
2000033	0.00	0.41	0.41	P	P	P						P	P	P	P	
2000035	0.00	0.88	0.88	P	D						D		P	P	D	
2000037	0.00	1.56	1.56	P	P	P						P	P	P	P	
2000047	0.00	0.40	0.40	P	P	P						P	P	P	P	
2000245	0.00	3.47	3.47	P	P	P					P		P	P	P	
2000362	0.00	0.44	0.44	P	P	P					P		P	P	P	
2000363	0.00	0.90	0.90	P	P	P					P		P	P	P	

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	T891	
2000030	0.00	1.02	1.02		P	P						P				
2000033	0.00	0.41	0.41		P	P						P				
2000035	0.00	0.88	0.88		D						D					
2000037	0.00	1.56	1.56		P	P						P				
2000047	0.00	0.40	0.40		P	P						P				
2000245	0.00	3.47	3.47		P	P					P					
2000362	0.00	0.44	0.44		P	P					P					
2000363	0.00	0.90	0.90		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.

Sale Name: NTLJ

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

	1		2	3			4		5	6			7	8	9	
				Travel Way			Brushing and Log Out			Dust Abatement					Post Haul	
Road No.	Termini		Special Spec's	Width	X Slope	Comp			Surfacing	Product	Applic . Rate	Width	Seasonal Maintenance	Snow Removal	Block	Treat
2000030	0.00	1.02		EX	AI	B	10L	10R	40 CY 2" Minus							PR
2000033	0.00	0.41		EX	AI	B	10L	10R	20 CY 2" Minus							PR
2000035	0.00	0.88					10L	10R								
2000037	0.00	1.56		EX	AI	B	10L	10R	50 CY 2" Minus							PR
2000047	0.00	0.40		EX	AI	B	10L	10R	30 CY 2" Minus							PR
2000245	0.00	3.47		EX	AI	B	10L	10R	140 CY 2" Minus							PR
2000362	0.00	0.44		EX	AI	B	10L	10R	30 CY 2" Minus							PR
2000363	0.00	0.90		EX	AI	B	10L	10R	40 CY 2" 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.

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

Column No.	Heading	Entry	Explanation
5	Surfacing	Aggregate Grading	Purchaser shall place surfacing on roads listed according to the grading indicated.
6	Dust Abatement	OPT	Product selection is Purchaser's choice from those listed in Section T-812.
		Product Abbr.	Unless otherwise agreed, Purchaser is restricted to product listed corresponding to the abbreviation shown in Section T-812; (i.e., LigS = Lignon Sulfonate) Application rates are estimated amounts.
		EX	Purchaser shall abate dust on the existing width
		Numbers	Purchaser shall abate dust to the width indicated by entry.
7	Seasonal Maintenance	W	Waterbars and/or crossditching shall be required prior to expected seasonal precipitation.
		B	Entrance barriers shall be installed by Purchaser prior to nonuse periods.
8	Snow Removal	TS	Snowplowing authorized for Purchaser's Operations without recreation access being provided per Section T-803 requirements.
		JU	Snowplowing authorized, but must provide for recreation joint use per Section T-803 requirements.
		Blank	Snowplowing is not authorized. Forest Service may authorize plowing by permit when not in conflict with other uses.
9	Post Haul	PR	PR denotes that work is Purchaser's Responsibility to perform.

Sale Name: NTLJ

C5.32# - 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
Harter Mountain CSA	$.06	Ton

C6.24# - SITE SPECIFIC PROTECTION MEASURES *(04/2004)*

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

Cultural Resource Protection Measures: **To protect heritage resources, avoid placement of any operations at the 035 and 037 junction, directly adjacent to subdivision 27 and along the Santiam Wagon Road within subdivision 30. These 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 ATP.**
Wildlife and Botanical Protection Measures: **To protect sensitive species in subdivisions 27, 27a, 27c, 29, 29h, 29i, 29j, 30, 32, 34 and 37, are shown as an Area To Protect on the sale area map. Avoid placement of equipment, landings, skyline corridors, temporary roads and designated skid roads within the ATP.**
Cave Resource Protection Measures: **N/A**

Sale Name: NTLJ

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
27, 27c, 30, 32, 34, 37, 51, 66, 74	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.
27, 27c, 28, 28a, 30, 30h, 32, 34, 37, 37h, 50, 51, 73, 74	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.
All subdivisions accessed by road 035	No commerical vehicle use 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 road and recreations areas.
74	No landing use from June 1st to July 31st.	To minimize congestion on major arterial road and allow the public access to the Iron Mountain trailhead.
All subdivisions accessed by road 035	No snow plowing from November 1st to March 31st.	To ensure proper base of snow for winter recreation activities. If plowing was to occur after March 31st, place appropriate signing to warn users of truck traffic, road conditions and ensure proper turn around where plowing ends.

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

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 mimimize congestion on major arterial roads.

C6.405 - 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.

C6.41# - 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)

FELLING METHODS	SUBDIVISIONS
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).	27, 27a, 27c, 28a, 29, 29h, 29i, 29j, 30, 32, 34, 37
4. Flesh cut stumps to approximately 4" within 100 feet of Highway 20.	54, 54a, 54b, 55, 66, 74, 73
5. Directionally fell away from private land.	n/a
6. If a processor is used for felling, processor roads will be a minimum of 40 feet apart.	ALL

FELLING EQUIPMENT	SUBDIVISIONS
1. Any method that will meet all requirements.	All

C6.42# - 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
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.	27, 27c, 28, 28a, 30, 30h, 32, 34, 37, 37h, 50, 51, 73, 74
2. 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.	
3. 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.	
4. If processor felling occurs, processor roads will be spaced at least 40 feet apart and processor will travel on slash.	
5. No staging within Area to Protect (ATP).	27, 27c, 28a, 34, 37
6. No skidding on the Santiam Wagon Road. Skid roads or yarding operations should be parallel to the road and approved by the Forest Service prior to implementation. This is shown as a Area to Protect (ATP) on the sale area map.	30

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

Skyline Yarding Requirements	SUBDIVISION
1. All skyline corridors will be approved by the Forest Service.	27a, 27b, 27c, 29, 29h, 29i, 29j, 32, 32h, 34, 37, 37h, 51, 51a, 54, 54a, 54b, 55, 66, 66a, 66b, 67, 67a, 73, 74, 74a, 800
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.	
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.	27a, 27c, 29, 29h, 32, 34, 37,

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

10. Yard tops attached (YTA) in skyline portion of subdivisions.	27a, 27b, 27c, 29, 29h, 29i, 29j, 32, 32h, 34, 37, 37h, 51, 51a, 66, 66a, 66b, 67, 67a, 73, 74, 74a, 800
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.	27a, 27b, 27c, 29, 29h, 29i, 29j, 32, 32h, 34, 37, 37h, 51, 51a, 55, 66, 66a, 66b

C6.6# - 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

germination, (6) percentage of purity, (7) percentage of weed seed content, and (8) certification that no 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 activites 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 *(04/2014)*

	AREAS	***SEED***		***FERTILIZER***		***MULCH***	
SUB-DIVISION OR UNIT NUMBER	***A) SKID TRAILS B) FIRELINES C) TEMP. ROADS D) LANDINGS E) OTHER***	***APPLICATION***		***APPLICATION***		***APPLICATION***	
		SPECIES MIXTURE 1/	***LBS/AC***	***TYPE 2/***	***LBS/AC***	***TYPE 3/***	***LBS/AC***
All	A, C, D	FS provided	20	n/a	n/a	n/a	n/a

The Purchaser will be required to pay a co-op deposit of $0.04/CCF for the cultivation and harvest of replacement seed of native species for use on future contracts.

1/ For sales in Oregon, the seed shall meet the State 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).
4. Inspection or lot number traceable to the certifying agency's records.

For sales in Washington, the seed shall be labeled as "Prohibited and Restricted Noxious Weed Free for the State of Washington." The purchaser shall furnish a copy of the seed analysis.

For state of California lands in Region 6, seed must be certified by the state of California, or by an independent agency or company that is approved by the state of California for "prohibited and restricted noxious weed free for the state of California."

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

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

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.

2/ Fertilizer shall be a standard commercial fertilizer with guaranteed analysis of contents clearly marked on containers.

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

C6.7 - 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 (02/15)

DETAILED SLASH DISPOSAL PLAN
Timber Sale
Willamette National Forest

The following is the detailed Slash Disposal Plan and Specifications:

I. Landing, Temporary Road and Road Surface Piling

All landing slash will be piled. Subdivisions 27a, 27b, 29, 29h, 29i, 29j, 32h, 51a, 66, 66a, 66b, 67a, & 800 will have only the landings piled.

Temporary road slash from Subdivisions 27, 27c, 30, 32, 37, 51, 66, & 74 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 road 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 27, 28, 28a, 30, 30h, & 50	Grapple pile entire subdivision.
Subdivision 27c, 32, 34, 37, 37h, 51, 73, &74	Grapple pile slash in ground base portion of the subdivision.

SPECIFICATIONS PURSUANT TO C6.74# - SLASH TREATMENT REQUIREMENTS (02/15)

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

Purchaser is responsible for not more than 0.6 miles of standard fire line construction in the following subdivisions:

Subdivisions 54b & 55	Subdivisions shall have approximately 800 feet of fire line constructed. Fire line construction shall begin/end within Payment Unit as shown on Sale Area Map.
Subdivision 67	Subdivision shall have approximately 2200 feet of fire line constructed. Fire line construction shall begin/end continuing around the outside boundary of Payment Unit as shown on Sale Area Map.

A. Fireline Construction

1. Hand firelines shall be cleared of all brush and debris for a width of not less than 5 feet each side of centerline.Debri created from clearing shall be scattered inside the subdivision to reduce the creation of windrow of slash along the fireline. A continous fire line, minimum of 12" wide, shall be dug to mineral soil.

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.

C6.840 - ACCOUNTABILITY *(04/2014)*

Notwithstanding B6.84, when Weight scaled contracts offer products at different rates in A4, each product must be completely removed from a landing or decking area before another product can be removed, unless otherwise agreed to in writing by the Contracting Officer.

C6.851 - WEIGHT OF LOST LOADS *(04/2014)*

Purchaser shall present all loads for weighing and shall furnish a weight ticket for each load pursuant to a weighing services agreement. Any load for which a weight ticket is not provided, or the weight ticket is incomplete or unreadable, or does not include the Forest Sevice load receipt number, shall be considered a lost sample load with a net weight equal to the load with the heaviest net weight presented during the billing period, as established by 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.

C7.2 - 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.

(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-la 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.

'xhaust equipment described in this Subsection, including spark arresters and mufflers, shall be properly ıstalled and constantly maintained in serviceable condition.

D. 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 ıttern shall be immediately available for use. The tank, pump, nozzle and at least 250 feet, of the total)0 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

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.

C7.22 - 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.

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

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

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

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

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

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

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

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

C8.66# (Option 1) - USE OF TIMBER *(04/2004)*

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

(b) Except for **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 ac-tion as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Section, Forest Service will not be liable for any Claim submitted by Purchaser relating to the termination.

C8.71 - 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.