List of Special Provisions

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Attachment 1: System Road Stabilization Typicals

C2.11# – TIMBER SUBJECT TO AGREEMENT (2/71). In addition, there is within Sale Area an unestimated quantity of **Sawtimber and Non-Sawtimber** that shall be Included Timber upon written agreement**(Unit 61A).**

C2.2# - UTILIZATION AND REMOVAL OF INCLUDED PRODUCTS (4/03). Unless otherwise agreed in writing, or as specified in C2.211# - Optional Removal of Non-sawtimber Products, Purchaser is required to pay for and remove the following products described in A2 of the contract:

Sawtimber is the boles of trees meeting Sawtimber Product specifications as listed in A2 of the contract.

Non-sawtimber is the boles of trees meeting Non-sawtimber Product specifications as listed in A2 of the contract, but that do not meet the minimum piece specifications for Sawtimber Products. Non-sawtimber removal is only required in Cutting Units **ALL**. Only the volume of non-sawtimber in the cutting units listed above is included in the estimated volume shown in A2. If the purchaser and the Forest Service agree to remove non-sawtimber from cutting units other than those listed above this non-sawtimber must be measured and paid for at the rates shown in A4.

C2.303# - DEAD TREES (10/04). Notwithstanding the designations for cutting in other provisions of this contract, dead **Ponderosa Pine, Western Larch, Western White Pine and Douglas-fir** standing trees over **ALL** in height and **ALL** diameter at breast height and dead **Ponderosa Pine, Western Larch, Western White Pine and Douglas-fir** standing trees meeting Utilization Standards stated in A2 will be left standing in Cutting Unit(s) **ALL**.
Upon agreement by the Forest Service, dead trees may be felled when necessary for safety under the State Safety Code. Unless otherwise agreed in writing, all dead trees which are required to be left standing and are felled for safety reasons shall be left on site.

C2.38# - SPECIES DESIGNATION (1/09). Within the cutting units shown below, listed species are designated for cutting when they (a) meet utilization standards and (b) are smaller than the stump diameter listed below and shown on the Sale Area Map:

Unit	Designated Species	Maximum Stump Diameter – (Inches)
51,55,56,61,*61A,68A,68B, 72,72A,73,74,75,76,77,77A	LP, ES, AF, GF DF	N/A 24”
63	LP, ES, AF, GF	N/A
57,58	LP, ES, AF, GF, DF, WL	N/A

***Timber Subject to Agreement C2.11#**

Stump diameter will be measured at **6** inches above ground level on the uphill side of the tree. A minimum stump height of **6** inches above ground level on the uphill side shall be left in the units listed above.

In addition, any trees within the cutting unit boundary that are wind thrown prior to Purchaser's logging in the immediate vicinity which meet Utilization Standards in amounts less than specified in B2.133 are designated for cutting.

Trees of the species listed above that are designated to be left standing are marked with a horizontal stripe of **ORANGE** paint at or above eye level, and a stump mark consisting of a horizontal stripe of **ORANGE** paint on the downhill side of the tree at ground level.

In addition to those species listed above, trees marked with a horizontal stripe of **N/A** paint at or above eye level, and a stump mark consisting of a horizontal stripe of **N/A** paint on the downhill side of the tree at ground level are also designated for cutting.

The boundaries of units are marked on three (3)sides of the cutting unit boundary trees with vertical stripes of **ORANGE** paint extending from diameter breast height (DBH) upwards approximately three (3) feet. The middle stripe of paint faces the cutting unit and the other two face on line with the cutting unit boundary. In addition, each boundary tree has a horizontal stump mark painted on the downhill side of the tree at ground level. Trees used for boundary designation are not to be cut.

Upon agreement with Forest Service, dead trees designated to be left standing may be felled when necessary for safety under the State Safety Code and other dead trees designated in their place.

C4.211 - DOWNPAYMENT (6/07). 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 (8/09). 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.

C4.228# - SLASH DISPOSAL DEPOSIT SCHEDULE (2/09). Purchaser shall make a cash deposit for slash disposal activities to be performed by the Forest Service.

Upon completion of skidding activities in each cutting unit, the Purchaser shall be billed for the amount(s) shown in the table below.

Cutting Unit Number	Required Deposits
51	**$1,289.54**
55	**$1,572.40**
56	**$604.88**
57	**$726.73**
58	**$81.23**
61	**$5,884.90**
63	**$484.49**
68A	**$604.88**
68B	**$645.50**
72	**$403.25**
72A	**$1,411.39**
73	**$1,531.79**
74	**$1,895.88**
75	**$523.65**
76	**$2,377.46**
77	**$120.40**
77A	**$201.63**
61A*	**$306.17**
Mandatory Unit Total	**$20,360.00**
***Timber Subject To Agreement Total**	**$306.17**

C4.4 - PAYMENTS NOT RECEIVED (8/12).

(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.

C5.113# - USE AGREEMENT BETWEEN FOREST SERVICE AND OWNER (7/85). Purchaser is authorized to use and perform Road Maintenance over and across **Plum Creek Timberlands L.P.**, roads **2906, 90813,** and **90859** in parts of **Section 1, T28N R25W, and in parts of Section 31, T29N, R25W PMM Flathead County, Montana**, subject to the terms and conditions of a **Special Use Permit** between Forest Service and **Plum Creek Timberlands L.P**. A copy of said permit is available for review in the office of the District Ranger, Kalispell, Montana and the Forest Supervisor Office Kalispell, Montana.

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:

Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
2906	McGovern Creek	0.00	End	A	Seasonal Closure
2910	East Side Griffin	0.00	Temp Gate At FS Boundary	A	Seasonal Closure
2910	East Side Griffin	Temp Gate At FS Boundary	End	A	Yearlong Closure
10305	Some Jump	Jct 2910	End	A	Seasonal Closure
10306	Lower McGovern	0.00	End	A	Seasonal Closure

C5.123# - ROAD USE, LIABILITY INSURANCE (3/90). Purchaser shall have in force public liability insurance covering: (a) property damage in the amount of $1,000,000 and (b) damage to persons in the minimum amount of $1,000,000 in the event of death or injury to more than one person. In the event of combined single limit insurance, the total minimum coverage shall be in the amount of $1,000,000 providing for at least $1,000,000 in the event of property damage and $1,000,000 in the event of death or injury. The coverage shall extend to commercial hauling activities on roads listed in this provision. The Purchaser shall send an authenticated copy of its insurance policy or provide the enclosed CERTIFICATE OF INSURANCE in lieu of the actual policy to the Forest Service prior to hauling. The Purchaser's policy will not be cancelled or its provisions changed or deleted before 30 days' written notice to the Contracting Officer, Flathead National Forest by the insurance company. Purchasers commercial hauling shall include hauling by Purchaser, Purchaser's employees, agents, contractors, subcontractors, their employees or agent on roads listed in this provision.

Failure to provide or maintain the liability insurance requirement will result in breach of contract under provision B9.3 Breach.

The following is a list of roads requiring liability insurance for commercial hauling:

Road Number	Road Name	Termini
2906	McGovern Creek	FS Boundary to MP 1.50
90813	Unknown	MP 0.00 to MP 2.73
90859	Unknown	MP 0.00 to FS Boundary

CERTIFICATE OF INSURANCE
_____ Timber Sale Contract
_____ (Contract Number)

This is to certify to the [7/]
FOREST SERVICE

that the INSUROR [8/]

has issued a policy of insurance on behalf of the PURCHASER

[9/]

and that, subject to the provisions of said policy of insurance, said policy of insurance will continue in full force and effect for the period ending **September 30, 2019**;

and that said policy of insurance provides coverage which complies with the insurance requirements of the TIMBER SALE CONTRACT issued to the PURCHASER on XXXXX, said requirements included in special provision C5.123#- Road Use, Liability Insurance (3/90) of said TIMBER SALE CONTRACT.

I hereby accept full responsibility for the consequences of such errors or omissions of information as may be contained herein.

SIGNED _____ _____
(PURCHASER) (DATE)

SIGNED _____ _____
(Authorized Representative of INSUROR) (DATE)

C5.13# – ROAD COMPLETION DATE (4/04). Construction of Specified Roads shall be completed no later than **October 14, 2016**; except for earlier construction completion dates for roads listed below:

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

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

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

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

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

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

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

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

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

(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.

C5.31# – ROAD MAINTENANCE REQUIREMENTS (7/01). Purchaser shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

Contract Road Maintenance Requirements Summary

	Termini			Applicable During Haul Road Maintenance Specifications								
Road	**From**	**To**	**Miles**	**T-101**	**T-103**	**T-301**	**T-310**	**T-506**	**T-507**	**T-618**	**T-619**	**T-710**
2910	0.00	0.05	0.05	P	P	P	D	D	D		D	D
2910	0.05	0.23	0.18	P	P	P	D	D	D			D
2910	0.23	0.71	0.48	P	P	P	D	D	D			D
2910	0.71	1.23	0.52	P	P	P	D	D	D			D
2910	1.23	1.71	0.48	P	P	P	D	D	D			D
2910	1.71	4.03	2.32	P	P	P	D	D	D			D
2910	4.03	4.82	0.79	P	P		D	D	D			D
2910A	0.00	0.25	0.25	P	P	P		D	D			D
2906	0.00	1.50	1.50	P	P	P	D	D	D			D
90813	0.00	2.73	2.73	P	P							D
90859	0.00	1.33	1.33	P	P							D
90859A	0.00	0.15	0.15	P	P	P	D	D	D			D
90859A	0.15	0.48	0.33	P	P	P	D	D	D			D
90859A	0.48	1.02	0.54	P	P	P	D	D	D			D
90859A	1.02	1.34	0.32	P	P	P	D	D	D			D
10305	0.00	1.37	1.37	P	P	P	D	D	D			D
10306	0.00	0.10	0.10	P	P	P	D	D	D		D	D
10306	0.10	0.46	0.36	P	P	P	D	D	D			D
10306	0.46	3.55	3.09	P	P	P	D	D	D			D
10306	3.55	3.83	0.28	P	P	P	D	D	D			D
538	16.16	17.57	1.41			P	D	D	D			D
538	17.57	21.60	4.03			P	D	D	D			D

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications								
	From	To		T-101	T-103	T-301	T-310	T-506	T-507	T-618	T-619	T-710
2910	0.00	0.05	0.05	P		P						
2910	0.05	0.23	0.18	P		P						
2910	0.23	0.71	0.48	P		P						
2910	0.71	1.23	0.52	P		P						
2910	1.23	1.71	0.48	P		P						
2910	1.71	4.03	2.32	P		P						
2910	4.03	4.82	0.79	P								
2910A	0.00	0.25	0.25	P		P						
2906	0.00	1.50	1.50	P		P						
90813	0.00	2.73	2.73	P								
90859	0.00	1.33	1.33	P								
90859A	0.00	0.15	0.15	P		P						
90859A	0.15	0.48	0.33	P		P						
90859A	0.48	1.02	0.54	P		P						
90859A	1.02	1.34	0.32	P		P						
10305	0.00	1.37	1.37	P		P						
10306	0.00	0.10	0.10	P		P						
10306	0.10	0.46	0.36	P		P						
10306	0.46	3.55	3.09	P		P						
10306	3.55	3.83	0.28	P		P						
538	16.16	17.57	1.41			P						
538	17.57	21.60	4.03			P						

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

SPECIFICATION T-101 SURFACE BLADING

DESCRIPTION

1.1 Surface blading is keeping the native or aggregate surfaced road in a condition to facilitate traffic, minimize additional future maintenance, reduce erosion, and provide proper drainage. It includes maintaining the crown, inslope or outslope of the traveled way and shoulders, drainage dips, leadoff ditches, berms, turnouts, removal of minor slides and slumps, and other irregularities that prevent normal runoff from the road surface.

REQUIREMENTS

3.1 Surface blading shall be performed as often as necessary and to the standards required to facilitate traffic and proper drainage.

3.2 The blading shall be performed in such a manner as to preserve the existing cross section and to conserve surface materials. On gravel surfaced roads, the base must not be disturbed and no surface material may be bladed into the ditch or over the road shoulders. Blading of native surface roads shall be performed so no base material under four (4) inches in the greatest dimension is lost. All ruts, holes, etc., shall be removed by scarifying and/or cutting to the bottom of any surface irregularities. Oversize material brought to the surface in the scarification process shall be removed from the roadway. Surface material which has been displaced to the shoulders, turnouts, outside of curves, etc., shall be brought back so as to leave a uniform depth on the traveled way at completion of blading. Water shall be applied during blading if sufficient moisture is not present to prevent segregation.

3.3 Roadside cutslopes or berms shall not be undercut.

3.4 At intersections, the roadbeds of side roads shall be graded for a reasonable distance to assure proper blending of the two riding surfaces.

3.5 Drainage dips and leadoff ditches shall be cleaned and continually maintained to conform reasonably to their original constructed lines, grade, and cross section.

3.6 Berms shall be repaired promptly by placing selected material as needed to restore the berm to its original condition.

3.7 Surface blading of native surface roads also includes ditch cleaning, which shall be done in accordance with T-301, Ditch Cleaning.

3.8 All blading operations shall be properly signed in accordance with B(T)6.33# and all applicable State Laws.

SPECIFICATION T-103 DUST ABATEMENT

DESCRIPTION

1.1 Dust abatement consists of road surface preparation and application of materials.

MATERIALS

2.1 Water, bituminous products, lignin sulfonates, chloride products, and other materials may be used for dust abatement. Materials other than water will require approval of the Forest Service and shall meet specifications furnished by the Forest Service.

REQUIREMENTS

3.1 Dust abatement materials shall be applied to the road surface as necessary to control surface loss and provide that vehicles are always intervisible within their stopping sight distance. The average user speed on the road shall be used to determine stopping sight distance. Preparation shall be in accordance with Specification T-101, Surface Blading.

3.2 The rate of application shall be such that the selected material will not run off the surface and cause pollution or unnecessary waste.

3.3 When water is the selected material, it shall be applied as often as necessary to abate dust from all Purchaser operations.

Dust abatement shall be maintained as needed throughout the duration of operations.

SPECIFICATION T-301 DITCH CLEANING

DESCRIPTION

1.1 Ditch cleaning is removing and disposing of all slough material from roadside ditches to provide an unobstructed waterway conforming reasonably to previous line, grade, and cross section.

REQUIREMENTS

3.1 Slough Material.

A. Native Surfaced Roads. Slough material from ditch cleaning, if suitable, may be placed and blended into the existing road surface or shoulders or placed in a designed berm during surface blading.

B. Aggregate Surface Roads. Slough material from ditch cleaning shall not be mixed with aggregate surfacing or left on the road surface unless otherwise agreed. Material shall be disposed of in an agreed manner at designated locations.

C. Asphalt Surfaced Roads. Equipment, methods, and timing shall be agreed to before start of ditch cleaning operations so as to protect the asphalt pavement. Material shall be disposed of in an agreed manner at designated locations.

SPECIFICATION T-310 MINOR DRAINAGE STRUCTURES

DESCRIPTION

1.1 Minor drainage structures are single passages with maximum waterway opening equivalent to a 78-inch round pipe (87- by 63-inch arch) or multiple passages with maximum, single waterway opening equivalent to a 60-inch round pipe (66- by 51-inch arch). They include overside drains. Maintenance is work performed on inlets, outlets, related channels, existing riprap, trash racks, and drop inlets.

MATERIALS

2.1 All materials used in the maintenance of minor drainage structures shall conform by type and specification to the material in the structure being maintained.

REQUIREMENTS

3.1 All minor drainage structures are to be maintained in accordance with these specifications in the spring following any significant runoff and prior to the beginning of winter storms.

3.2 Clear inlet and outlet channels, inlet trash racks, and drop inlets of loose material that could cause plugging or prevent the free flow of water. Debris shall be disposed of in agreed manner at designated locations.

3.3 If outlet riprap was originally placed to dissipate water energy, it shall be maintained in good condition including the replacement of riprap if necessary.

4.1 Make whatever minor repairs are necessary to ensure the proper functioning of the head walls, aprons, inlet assemblies, overside drains, riprap, trash racks, and other facilities related to the drainage structure.

SPECIFICATION T-506 CLEARING ROADWAY VEGETATION

DESCRIPTION

1.1 This work consists of cutting and disposing of all vegetative growth including trees from the road surface that reduces the operational capability of the road. Vegetation removal is required if the growth of the vegetation during the contract period causes unacceptable reduction of sight distance and operation capability.

REQUIREMENTS

3.1 Vegetative matter on the road surface which reduces sight distance, impedes vehicular travel, or interferes with road maintenance operations such as surface blading and ditch and culvert cleaning shall be removed. Downed timber meeting utilization standards shall be cut in appropriate lengths and decked along the roadside in locations where the traveled way or sight distance will not be impaired.

3.2 Low shrubs and brush which do not restrict sight distance, do not impede road maintenance, and reduce erosion need not be removed if the road surface can be adequately maintained without doing so. Vegetation and nonmerchantable timber removed shall be disposed of by scattering, chipping, hauling to designated disposal areas, or as otherwise agreed upon.

SPECIFICATION T-507 CUTTING ROADSIDE VEGETATION

DESCRIPTION

1.1 This work consists of cutting and disposing of all vegetative growth, including trees from within the roadway that reduce sight distance and operational capability of the road. Vegetation removal is required if the growth of the vegetation during the contract period causes unacceptable reduction of sight distance and operation capability.

REQUIREMENTS

3.1 Vegetative matter within the roadway which reduces sight distance, impedes vehicular travel, or interferes with road maintenance operations such as surface blading and ditch and culvert cleaning shall be removed. Downed timber meeting utilization standards shall be cut in appropriate lengths and decked along the roadside in locations where the traveled way or sight distance will not be impaired.

3.2 Low shrubs and brush which do not restrict sight distance, do not impede road maintenance, and reduce erosion shall not be removed. Vegetation removed shall be disposed of by scattering, chipping, hauling to designated disposal areas, or as otherwise agreed upon.

SPECIFICATION T-618 MAJOR DRAINAGE STRUCTURES

DESCRIPTION

1.1 Major drainage structures are culverts, bridges, and other structures with a minimum waterway opening equivalent to an 84-inch round pipe (95- by 67-inch arch) or multiple passages where the smallest single waterway opening is 66 inches (73- by 55-inch arch). All low water structures are major drainage structures.

Maintenance of these structures includes cleaning inlets, outlets, and related channels, trash racks, delineators, object markers, rails, timber or asphalt running surfaces, bridge inspections, and other work incidental to maintenance of the structure.

MATERIALS

2.1 All materials used in the maintenance of large drainage structures shall conform by type and specification to the material in the structure being maintained.

REQUIREMENTS

3.1 All major drainage structures and related channels except stream channels shall be maintained as early as possible in the spring following any significant runoff and prior to the beginning of winter storms.

3.2 The items listed below shall be accomplished within the scope of bridge maintenance and where applicable to the maintenance of other large drainage structures.

A. Ditch Cleaning, T-301, and Surface Blading, T-101, shall be performed to direct drainage away from the approaches to the structure.

B. Trash racks shall be cleaned, and any logs or drift lodged against piers and abutments shall be removed without causing damage to the structure. Vegetative debris removed shall be treated as agreed.

C. Debris shall be removed from the bridge deck, and deck drains shall be opened.

Loose bolts and nuts shall be tightened.

SPECIFICATION T-619 MISCELLANEOUS STRUCTURES

DESCRIPTION

1.1 Maintenance of miscellaneous structures include the maintenance of retaining walls, guard rails, cattleguards, fences, gates, and any other similar structures that have been previously installed to insure the safe and efficient operation of the road.

MATERIALS

2.1 Any materials needed in the maintenance of miscellaneous structures shall be similar in type and quality to the material in the structure being maintained.

REQUIREMENTS

3.1 Guard Rails. Anchors shall be tightened.

3.2 Cattleguards. Tie-in fences shall be sound and secured to the wings. Loose rails shall be welded or bolted back in place. Material deposited into the cattleguard well during operations shall be removed. Drainage into and out of cattleguards shall be maintained.

3.3 Fences. Wire fences shall be tightened if loose. Broken strands of wire or wood railings shall be replaced.

3.4 Gates. Gates shall be properly signed, kept in good repair and made to swing easily. Hinges or latches shall be repaired if not operating properly. Hinges shall be oiled.

SPECIFICATION T-710 TRAFFIC SERVICES

DESCRIPTION

1.1 Traffic service maintenance includes the maintenance of traffic-related regulatory, warning, and directional signs as well as devices such as roadside delineators or markers. It also includes restriping paved surfaces.

MATERIALS

2.1 All sign faces shall be retroreflective sheeting. Sign posts shall be treated. Materials for delineators and markers shall be similar to those in the devices being replaced unless in conflict with the Manual on Uniform Traffic Control Devices. Pavement striping shall be retroreflective and meet the material requirements of specification 634 in "Forest Service Standard Specifications for Construction of Roads and Bridges."

REQUIREMENTS

3.1 A minimum area six (6) feet in diameter around any traffic sign or device shall be kept free of weeds, brush, and limbs. Greater dimensions may be necessary depending on viewing direction.

3.2 Defaced signs shall be repaired using materials in accordance with the Manual on Uniform Traffic Control Devices.

3.3 All traffic control signs and devices that are replaced shall be installed in accordance with the Manual on Uniform Traffic Control Devices.

3.4 All pavement striping shall conform to attached specifications. Pavement striping shall be required when the existing striping is not readily visible both by day and night.

C5.316 - SNOW REMOVAL. (4/13) Snow removal shall be done in a manner to preserve and protect the roads, to insure safe and efficient transportation and to prevent unacceptable damage to roads, streams, and adjacent lands.

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

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

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

3. Maintenance of drainage so that the drainage system will function efficiently and prevent erosion damage.

B. Performance. Snow removal shall be kept current and performed as often as necessary to insure safeand efficient transportation. Work shall be done in accordance with the following minimum standards of performance.

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

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

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

4. Snow berms shall not be left on the running surface of the road. Berms left on the shoulder of road shall be removed and/or drainage holes shall be opened and maintained in

them. Drainage holes shall be spaced as needed to obtain satisfactory surface drainage without discharge on erodible fills.

5. Dozers or skidders shall not be used to plow snow on system roads without written approval of Forest Service. If approved, dozers and skidders must be equipped with shoes or runners to keep the plow blade a minimum of two inches above the road surface.

6. Snow removal must be done in such a way as to protect surface water drainage structures and the road surface. Any damage from, or as a result of, Purchaser's snow removal work shall be restored in a timely manner at Purchaser's expense.

C5.32# – ROAD MAINTENANCE DEPOSIT SCHEDULE (8/12). Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Purchaser's performance of road maintenance, Purchaser shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Purchaser's commensurate use of each road listed in the Road Maintenance Plan in C5.31#.

Purchaser and Forest Service may agree in writing on adjustment of such rates. If Purchaser uses roads under jurisdiction of Forest Service other than those listed in the Road Maintenance Plan, Forest Service shall establish rates commensurate with Purchaser's use of such roads.

The Required Deposits for Forest Service work in lieu of Purchaser performance are $**_0.86_ per 1/___TON__** for recurrent maintenance, and $_____ per 1/_____ for deferred maintenance.

The following table lists who Purchaser will make deposits for road maintenance to, and the rate per unit of measure of the deposit. The Road Maintenance Agreement is available for inspection at the Forest Supervisor's office.

Deposit Made To	**Rate**	**Unit of Measure**
Plum Creek Timberlands L.P.	**$11,775.00**	**Total**

C5.41# - CLOSURE TO USE BY OTHERS (3/07).

A. Closure of Roads During Period of Contract. Unless otherwise agreed in writing between Purchaser and Forest Service, Purchaser shall within 15 days of receipt of notice from Forest Service, install closure devices listed below and close them on roads designated "To Be Closed" on Sale Area Map and listed below to effectively block access to vehicle traffic except that constituting official use. Installation of closure devices shall follow closure details attached hereto and made a part hereof.

Official vehicle traffic shall constitute that use by Purchaser and his employees when engaged in timber sale activities. It shall also include administrative traffic by Forest Service, and other landowners for the administration of their lands. Purchaser shall close road as directed by Forest Service at the completion of daily activities or maintain closure after passage of each vehicle. Forest Service will monitor and administer closure activities.

CLOSURE DEVICES					
Road Number	Location	Furnished By	Closure Method	Closure Device Installed By	In Place
2910	MP 0.00	FS	Gate	N/A	Yes
10306	MP 0.00	FS	Gate	N/A	Yes

During the life of this contract, Purchaser shall install temporary barricades at locations designated "Temporary activity Barricade" on Sale Area Map and shown below. Temporary barricades shall be installed so that they may be readily opened by Purchaser or Forest Service for access to Sale Area in case of fire or other emergency. Official vehicle traffic shall also include administrative traffic by Forest Service and other landowners for the administration of their lands. Purchaser shall provide and post approved signs as authorized by Forest Service. Installation of Temporary Activity Barricades shall follow closure details attached hereto and made a part hereof.

During the period **January 1** to **December 31,** when Purchaser's Operations are in areas otherwise closed to motorized vehicles, Purchaser shall not be permitted to hunt, transport hunters, discharge firearms or transport big game animals with vehicles within the closed areas.

TEMPORARY ACTIVITY BARRICADES

Road Number	Location	Closure Method
2910	South boundary of Unit 61	Temporary Gate included in Specified Road Construction Package
90859A	South boundary of Unit 72	Temporary Gate included in Specified Road Construction Package
Any Temporary Roads accessed from yearlong and/or seasonal open roads	Junction with yearlong or seasonally open roads	Sign and install temporary gate if temporary road will be in place when public use of National Forest System Road is allowed. Sign and Gate or Berm if used for multiple seasons.

B. Closure of Roads at End of Purchaser's Use. Unless otherwise agreed in writing between Purchaser and Forest Service, upon completion of use, Purchaser shall effectively close to public use the following roads designated "To Be Closed" on Sale Area Map and listed below. Existing locking closure devices shall be closed and locked as directed by Forest Service. As an element of final road maintenance and environmental or resource protection, the designated closure shall be accomplished by using the methods required for each road as described below:

Closure Location(s)				
Road Number	Location	Closure Method	Furnished By	In Place
2910A	MP 0.00, Jct with Rd 2910	Berm	Purchaser	Yes
10305	MP 1.37/FS Boundary	Berm	Purchaser	Yes

C5.419# – SYSTEM ROAD STABILIZATION (3/07).

Roads listed below, shown on the Sale Area Map and used by Purchaser shall be stabilized after they have served the Purchaser's purpose, in accordance with details in the attached road logs and typical specifications.

ROAD LOG			
Road Number	**Mile Post**	**Description of Work**	**Typical Specification Number**
2910A	0.00 to Unit 56 Boundary	Install Type I Waterbar every 200' and/or as located by Forest Service	Type I Waterbar Installation
2910A	0.00 to Unit 56 Boundary	Erosion Control Seeding	C6.601# - Erosion Control Seeding

C6.10 - PREWORK CONFERENCE (10/04). Annually, prior to commencement of work, a prework conference will be held to discuss contract terms and work performance requirements. Also at this meeting such things as responsibility under OSHA, and procedures for how undesignated timber that may have to be added to the contract (including danger trees) shall be discussed and documented.

The Purchaser,or designated representative, will arrange for the meeting with the Contracting Officer.

C6.23 - PROTECTION OF LAND SURVEY MONUMENTS (10/04). Forest Service shall appropriately designate on the ground all known survey monuments including but not limited to horizontal control stations (Triangulation Stations), vertical control stations (Bench Marks), property corner monuments, and all Public Land Survey System monuments. This shall include reference monuments, corner accessories such as bearing trees, line trees and line posts. Identifying signs shall be posted by Forest Service on two sides of each known bearing tree and each line post shall be posted with a metal sign or decal. Line trees may be cut if designated under B2.3.

In authorized clearings such as Clearcutting Units and road construction clearings, and in other instances where damage to survey monuments, corners, corner accessories and survey of property line markers is unavoidable, Forest Service shall arrange protective or perpetuative action which does not cause unnecessary delay to Purchaser.

Purchaser shall protect all known survey monuments, witness corners, reference monuments, bearing trees and line markers against avoidable destruction, obliteration or damage during Purchaser's Operations. Additional monuments or objects discovered on the area shall be promptly reported to the other party and shall also be protected. If any known monuments, corners, corner accessories, and survey or property line markers are destroyed, obliterated or damaged during Purchaser's Operations, Purchaser shall employ a registered professional land surveyor to reestablish or restore at the same location the monuments, corners, corner accessories or line markers. Such surveyors shall use procedures and monumentation that accords with the Bureau of Land Management Manual of Instructions for the Survey of the Public Lands of the United States for General Land Office surveys and any applicable State statutes concerned with land surveys. Purchaser's agent shall record such surveys in accordance with state survey statutes.

C6.24# – SITE SPECIFIC SPECIAL PROTECTION MEASURES (4/04). Special protection measures needed to protect known areas identified on Sale Area Map or on the ground include:

Cultural Resource Protection Measures:

No known cultural resources.

Wildlife and Botanical Protection Measures:

If any of the following are found within or close to any vegetation management unit or road location, operations within that unit or on that road will cease until the wildlife biologist is notified, and activities are modified if necessary:

- **Active denning sites used by grizzly bears, wolves, lynx, fishers, or wolverines;**
- **Active nesting sites used by bald eagles, northern goshawks, black-backed woodpeckers, or flammulated owls;**
- **Active rendezvous (pup rearing) sites used by wolves.**

Purchaser and subcontractors shall comply with the terms and conditions of the Flathead National Forest Food/Wildlife Attractant Storage Special Order.

In the event Threatened, Endangered, or Sensitive plant species are detected within the Sale Area, activities may be modified to protect such plants.

Cave Resource Protection Measures:

No known cave resources.

C6.27# - NOXIOUS WEED TREATMENT (3/07). The roads shown in the table below and being used by the Purchaser shall be treated with herbicide to remove seed-bearing noxious weeds.

Purchaser shall:

A. Include a schedule for herbicide treatment of noxious weeds as part of the Annual Operating Schedule.

B. Treat roads or road segments required to have noxious weeds treated between **June 1 to July 15 and/or September 1 to September 30**, unless otherwise agreed in writing.

C. Follow the "TECHNICAL SPRAYING SPECIFICATIONS".

Treatment shall consist of spot applications that target those noxious weeds identified on the State of Montana Noxious weed list that occur from top of cut to bottom of fill slopes on the listed roads. Reasonable care shall be exercised to limit application so that spraying does not contact native forbs, grasses, herbs, and trees.

Road Number(s)	Road Termini MP to MP	Herbicide	Prehaul	Posthaul
538	16.16-21.60	See: Technical Spray Specs. Table below	Yes	Yes
2906	0.00-1.50	See Above	Yes	Yes
2910	0.00-4.82	See Above	Yes	Yes
2910A	0.00-0.25	See Above	Yes	Yes
10305	0.00-1.37	See Above	Yes	Yes
10306	0.00-3.83	See Above	Yes	Yes
90813	0.00-2.73	See Above	Yes	Yes
90859	0.00-1.33	See Above	Yes	Yes
90859A	0.00-1.34	See Above	Yes	Yes

C6.27# - NOXIOUS WEED TREATMENT - TECHNICAL SPRAYING SPECIFICATIONS
FLATHEAD NATIONAL FOREST

1. The Purchaser shall give the Forest Service a 48 hour notification prior to spraying.

2. Spraying will be done by a State of Montana licensed commercial applicator, and only by personnel under the direct supervision of the licensed applicator.

3. The following herbicides and application rates are approved for use, and are the only authorized methods of weed treatment under this contract provision. All use of herbicides and surfactants shall follow EPA label requirements.

Common Name	**Trade Name Examples** **(generic equivalents are acceptable)**	**Application Rate** **(lbs active ingredient/ acre or oz/ac)**
2,4-D amine	Clean Crop amine 4	1 Lbs. /20 gallons water/acre or 32oz./acre
Clopyralid	Transline	¼ Lbs./20 gallons water/acre or 11 oz./acre
Dicamba	Banvel	1 Lbs. /20 gallons water/acre or 32oz./acre
Picloram	Tordon 22K	¼ or ½ Lbs./20 gallons water/acre or 16 or 32 oz/ac
Aminopyralid	Milestone	0.13—0.18 lbs./20 gallons water/acre or 5-7 oz. per acre plus non-ionic surfactant at label rate.
Chlorsulfuron	Telar XP	0.09—0.14 lbs./20 gallons water/acre or 2-3 oz. per acre plus non-ionic surfactant at label rate

4. For treatments from **September 1 to September 30**, surfactants that cause herbicide to adhere to the plant (stickers) shall be applied with herbicides.

5. No spraying of **Picloram (Tordon 22K or equivalent)** will take place within **100** feet of open water and wet areas. Weed infestations within **100** feet of water can only be treated with **Aminopyralid, Chlorsulfuron, or aquatic labled 2,4-D Amine** unless otherwise approved in writing by the Forest Service. No spray shall come in contact with open water at any time.

6. **Use of Telar will be confined to areas infested with Dalmatian or Yellow (Common) Toadflax.** Telar will not be used in areas where these weeds are not present.

7. No spraying shall occur when rain is expected within six (6) hours of completion of the treatment.

8. Nozzles shall be made of stainless steel or ceramic material.

9. All equipment shall be in good mechanical condition and will be inspected prior to work. The spray pattern, application rates, and calibration shall also be checked before beginning the job and thereafter as deemed necessary by the Forest Service.

10. A tight-fitting lid on all spray tanks is mandatory.

11. Equipment used to draft water from creeks or rivers must be equipped with anti-back siphoning devices.

12. Weather conditions shall be monitored before and during all spraying projects. Spraying is NOT allowed when any of the following conditions exist:

Hand-held equipment: temperature greater than 95 degrees F.; humidity less than 20 percent, or wind greater than 5 MPH.

Truck-mounted equipment: temperature greater than 95 degrees F.; humidity less than 20 percent; or wind greater than 5 MPH.

13. Herbicides shall be transported daily to the project site with the following conditions: Transport only the quantity needed for that day's work; transport concentrate containers only in a manner that will prevent spills; and transport spray in a compartment that is isolated from food, clothing, and safety equipment.

14. Mixing shall only occur on site.

15. The Purchaser shall inspect equipment daily for leaks.

16. The Purchaser shall remove all herbicide containers from national forest land and dispose of them in accordance with all local, state, and federal requirements

17. Applicators will complete a daily pesticide application report as required by the Montana Department of Agriculture. **Applicators will use the daily pesticide application report form provided by the Forest Service** (paper or electronic forms will be made available). Check with Forest Service for the most updated form as **older versions of the daily application forms are not acceptable**. Daily application reports shall be submitted to the Forest Service within 10 days of application.

18. When spraying occurs prior to road reconstruction, road reconstruction will not begin for at least 10 days following herbicide application.

19. The Contractor shall include a schedule of herbicide treatment of noxious weeds as part of the Annual Operating Schedule.

20. Spraying should not occur **300** feet on either side of the furthest extent of sensitive plant location(s). See Contract Area Map for plant location(s).

C6.316# - LIMITED OPERATING PERIOD (5/05). Except when agreed otherwise in writing, Purchaser's operations shall be limited as follows:

In Units 72, 72A, 73, 74, 75, 76, 77 and 77A, all contract activities must be completed prior to August 1, 2018. These activities include, but are not limited to, timber harvest, hazard reduction, site preparation and associated road maintenance requirements. This timeline has been established to coincide with the termination date of the Special Use Permit received from Plum Creek Timberlands, L.P.

Individual temporary roads will be constructed and reclaimed within three years.

In accordance with a 124 Permit from the State of Montana, road construction or reconstruction activities within any flowing stream will be restricted to the period from July 15 through September 30.

Attachment B6.33
10/01
LOGGING AND MAINTENANCE OPERATIONS SIGNING STANDARDS

All signs must be manufactured & installed as specified in the FHWA "**Manual on Uniform Traffic Control Devices**" (MUTCD) & FS publication "**Standards for Forest Service Signs & Posters**"(EM 7100-15).

SIGN STANDARDS

SHAPE & COLOR: Generally, signs for logging and maintenance operations are either diamond-shaped or rectangular. All signs are ***reflective orange background with black legend and border*** unless shown otherwise. Handpainted, homemade signs are not legal. Fluorescent paint is not reflectorized.

SUBSTRATE: Sign substrate material may be High Density Overlay (HDO) Plywood, Aluminum, Fiberglass Reinforced Plastic, Corrugated Plastic or Roll-up Fabrics.

SIGN SIZE: Sign size is a factor of speed and MUTCD & FS standards. Where conditions of speed, volume, or special hazard require greater visibility or emphasis, larger signs should be used. Minimum sizes for the most common signs can be found in Figure 4. Refer to the EM-7100-15 for additional sign sizes.

LEGEND: All lettering shall be Series "C" alphabet, conforming to Standard Alphabets for Highway Signs. Letter size is also a function of speed - use letter size and word messages as specified in MUTCD and EM-7100-15.

SIGN PLACEMENT

Signs are to be installed in locations as agreed to in the traffic control plan. All signs are to be removed, covered, or folded when operations are not in progress or the sign message is not applicable. Signs should generally be located on the right-hand side of the roadway. When special emphasis is needed, signs may be placed on both the left and right sides of the road. Sign message shall be clearly visible to road users, mounted on posts or portable sign stands.

LATERAL CLEARANCE

From the edge of the road - 2 foot minimum, where slope limits to less than 6 feet. 6-12 foot preferred.

HEIGHT

Minimum of 7 feet, measured from the bottom of the sign to the near edge of the travelway. The height to the bottom of a supplemental sign mounted below the primary sign will be 6 feet.

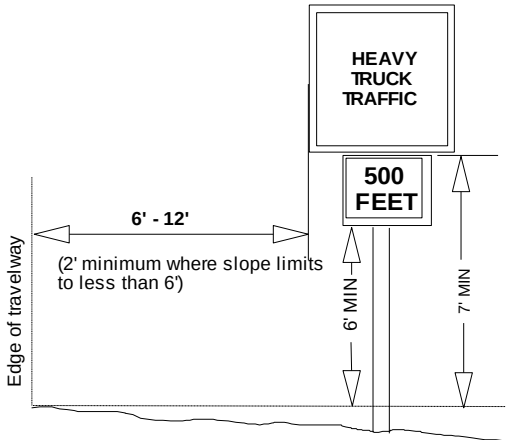


Figure 1: Sign Placement Dimensions

PLACEMENT DISTANCE

Signs must be located 100-500 feet prior to the activity, (both ends if a through road) and maintained at that distance. This distance is based on speed. Refer to Figure 2 , Table II-1, MUTCD, a portion of which is reproduced here, to determine correct placement distance.

Posted or 85 percentile speed MPH	Decelaration to listed advisory speed MPH				
	10	**20**	**30**	**40**	**50**
20	NA				
25	100				
30	150	100			
35	200	175			
40	275	250	175		
45	350	300	250		
50	425	400	325	225	
55	500	475	400	300	
60	575	550	500	400	300
65	650	625	575	500	375

Figure 2: A Portion of MUTCD TABLE II-1

SIGN SUPPORTS

POSTS: Signs are to be mounted on separate posts. Supplemental signs such as Speed Advisory plates are to be mounted on the same post as the primary sign. ***Do not mount signs on trees or other signs.*** Posts may be wood, metal, carsonite or similar material. Where sign supports cannot be sufficiently offset from the road edge, supports will meet breakaway standards. Single wood posts with less than 24 square inches do not require breakaway design.

TEMPORARY/PORTABLE SUPPORTS: Portable supports may be used for short-term, short-duration, and mobile conditions. MUTCD defines this time period as one work shift, 12 hours or less. All portable supports must meet MUTCD standards, including breakaway. These must be a minimum of 1 foot above the road surface or more if visibility requires it.

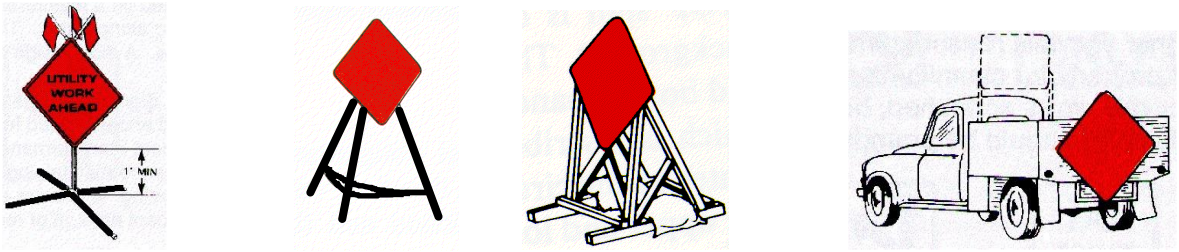


Figure 3: Examples of Temporary/Portable Supports

SIGNS

The following signs meet the intent of Timber Sale Contract Provision B6.33, SAFETY.
This is not a complete listing of signs that may be needed.

FG20-1-48*

FG20-2-48

FG20-3-42*

FG20-3a-42

FW22-3-30

FW20-1-30*

W21-3-30*

FW21-4a-30

FW11-7-24

W22-1-36*

FW8-6-24

FW11-9a-24

W7-3a-24*

W13-1-18**

W20-7aP-24*

BM-L-O

BM-R-O

Barricade Markers (See MUTCD for length and stripe size)

* Specify Distance

** Specify Speed

Figure 4: Commonly Used Construction and Maintenance Signs

C6.332 - SAFETY (TIMBER HAULING) (10/04). Purchaser shall secure all productstransported by truck with at least two chain or cable wrappers over the load, such wrappers being securely fastened to effectively contain every bolt or log in at least two places.

C6.339 – ACCIDENT AND INJURY NOTIFICATION (4/05). Purchaser shall notify Forest Service of any lost time personal injury accident or any accident or vandalism resulting in personal property damage over $400 in value that occurs as a result of or is associated with Purchaser's Operations.

Purchaser shall notify Forest Service within 8 hours of any personal injury accident. For vandalism and personal property accidents, Purchaser shall notify Forest Service at the same time notification is given to the state and local law enforcement authorities.

Purchaser shall take all reasonable measures after an accident or vandalism event to preserve the scene of the incident and provide information to facilitate a Forest Service investigation.

The method of notification shall be agreed to in writing at the prework conference required by provision C6.10.

C6.351 # – WASHING EQUIPMENT (7/07). In order to prevent the spread of noxious weeds into the Sale Area, Purchaser shall be required to clean all "Off-Road Equipment" prior to entry on to the Sale Area. This cleaning shall remove all soil, plant parts, seeds, vegetative matter, or other debris that could contain or hold seeds. Only logging and construction equipment so cleaned and inspected by the Forest Service will be allowed to operate within the Sale Area. All subsequent move-ins of equipment to the Sale Area shall be treated in the same manner as the initial move in. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

Purchaser shall employ whatever cleaning methods are necessary to ensure that Off-Road Equipment is free of noxious weeds. Equipment shall be considered free of soil, seed, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools is not required.

In order to prevent the spread of noxious weed species **N/A** the Sale Area, Purchaser shall be required to clean all off-road logging and construction equipment that operates in **N/A** prior to the equipment leaving **N/A**. Purchaser and Forest Service shall agree on methods of cleaning, locations for the cleaning, and control of off-site impacts, if any.

Unless otherwise agreed, Purchaser shall give the Forest Service at least 24 hours notice when equipment is ready for inspection. Notification will include an agreed upon location where the equipment will be available for inspection by the forest service.

New infestations of noxious weeds, of concern to Forest Service and identified by either Purchaser or Forest Service, on the Sale Area or on the haul route, shall be promptly reported to the other party. Purchaser and Forest Service shall agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found. A current list of noxious weeds of concern to Forest Service is available at each Forest Service office.

C6.4# - CONDUCT OF LOGGING (10/82). Unless otherwise agreed in writing, silvicultural prescriptions and land management objectives shall be conducted and accomplished by the following requirements, methods and procedures:

Cutting Unit	Conduct of Logging
All Units:	All mechanized fuels piling, landing piling, site preparation and fuels reduction work will be accomplished with excavators. Whole Trees shall be (skidded), (yarded) to the landings. Trees shall be felled, insofar as safety permits, to angle in the direction of skidding. All existing road beds, trails, railroad beds, and landings should be reused where possible. Avoid all wetlands with ground-disturbing activities, including lakes, ponds, marshes, fens and streams. All hardwoods will be retained unless they compromise safety. Skidding/yarding shall only occur during dry soil conditions as determined by the Forest Service. OR Skidding/yarding is allowed only over **10** inches of settled snow and/or frozen ground.
All Tractor Units:	Tractor skid roads will be located and approved in advance of falling. Logs shall be skidded with the leading end free of the ground.

	Tractor skid roads shall be no less than **75** feet apart, except where converging. Trees designated for cutting and/or logs will be left as rub trees along tractor skid roads as needed to protect young growth and leave trees.
All Skyline Units:	Skyline corridors shall be located on the ground and approved in advance of felling. Skyline corridors shall have only those trees cut that are necessary to allow the safe free passage of the carriage and turn of logs. Width of skyline corridors shall be kept to a practicable minimum consistent with the related silvicultural prescription. Except for lateral yarding, logs shall be yarded with the leading end free of the ground. Where topography will permit, skyline corridors shall be spaced not less than 75 feet apart and not more than N/A feet apart at the point of widest divergence within the cutting unit. The skyline logging system shall provide for lateral yarding up to **75** feet. The carriage must maintain a fixed position on the skyline while lateral yarding. During the lateral yarding phase, logs shall be yarded along a path which minimizes damage to residual trees.

C6.406# - SITE CONDITION (10/01). Unless otherwise agreed in writing, in Cutting Units **ALL**, the following site condition is required:

The objective for the Purchaser is to leave the largest diameter and longest length material within the following specifications for the down woody material requirements:

Purchaser will leave 32 pieces per acre of down woody material 9 inches to 20 inches in diameter on the large end; with a minimum length of 20 feet (multiple pieces 6 feet or greater in length that total 20 linear feet is acceptable) where available, and 15 pieces per acre of down woody material greater than 20 inches in diameter on the large end with a minimum length of 6 feet, where available. If the down woody material stated above is unavailable, down woody material greater than 6 inches diameter,where available,will be used to meet the down woody requirement with 32 pieces per acre and a minimum length of 20 feet (multiple pieces 6 feet or greater in length that total 20 linear feet in is acceptable). The down woody material where available will be evenly distributed on each acre.

If the minimum requirement is not met through normal logging operations, slash will be treated in accordance with specifications listed in the Hazard Reduction and Site Preparation Plan.

C6.409# - SCARIFICATION (1/86). Unless agreed otherwise in writing by Forest Service, Purchaser shall machine scarify in Cutting Units **51,57,58,73** in accordance with specifications listed below:

Purchaser shall scarify area by exposing mineral soil to promote regeneration. Target mineral soil exposure evenly distributed over 10-15% of the unit. (est. 400-600 3'x3' spots per acre, including skid trails). This material shall be removed in such a manner as to prevent/limit soil removal, displacement, or mixing. The area surrounding leave trees, for a distance of 10 feet from the tree stem, is excluded from the workable ground surface for scarification. Piling and scarification activities shall occur only when soil conditions are dry, or as determined by the Forest Service.

C6.6 - EROSION PREVENTION AND CONTROL (10/04). Unless otherwise agreed in writing, Purchaser shall complete erosion prevention and control work required in section B6.6, including Streamcourse protection, within 15 calendar days after completion of skidding and/or yarding operations for each landing.

Designation of on the ground work 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.

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

When operations are active outside the Normal Operating Season defined in A16, erosion control work will be kept current and will be completed as soon as practicable.

C6.601# - EROSION CONTROL SEEDING (3/07). Following completion of skidding and yarding operations in an area, Purchaser shall seed and fertilize all exposed areas of raw soil on skid trails, landings, firebreaks, slides, slumps, Temporary Roads and traveled ways of National Forest system roads scheduled for stabilization by Purchaser after operations. Special Provision C5.419# - SYSTEM ROAD STABILIZATION contains a list of the roads requiring seeding and fertilizing.

Soil on areas to be seeded shall be left in a roughened condition favorable to the retention and germination of the seed or as specified in Special Provision C6.633# - TEMPORARY ROAD, SKID TRAIL/SKID ROAD AND LANDING SCARIFICATION.

Seed and fertilizer shall be spread evenly at the rate of **24** pounds of seed and **N/A** pounds of fertilizer per acre. When fertilizer and seed are applied in separate operations, the second operation shall be carried out within 72 hours of the first.

Application shall be during the period **N/A** to **N/A** and under the above specified conditions unless otherwise approved.

The kinds and amounts of seed to be sown in terms of pure live seed (PLS) shall be:

Species of Seed	PLS Pounds per Acre
Blue Wildrye *Elymus glaucus*	5
Mountain Brome *Bromus marginatus*	9
Bluebunch Wheatgrass *Pseudoroegneria spicata*	4
Slender Wheatgrass *Elymus trachycaulus*	6
Seed Total	**24**

Purchaser shall provide to the Forest Service:

1. Blue tags, or copies of blue tags from each seed lot used in the specified mix**.** Only certified, blue-tagged seed shall be used. The blue tag represents a field certification and serves as evidence of the genetic purity and varietal identity of the seed contained in the seed lot .

2. Labels which indicate the percentage composition of the various species in the seed mix.
3. Copies of Seed Analysis Reports from a certified seed analyst for each seed lot used in the specified mix. Purchaser will obtain this report from the seed provider. Seed Analysis Reports must include at a minimum, content of any noxious weed seeds listed on the current "State of Montana Noxious Weeds List". Only after the Forest Service has

verified that this report indicates the seed does not contain any weeds on the current "State of Montana Noxious Weeds List", will the seed be accepted and used.

The following kinds and amounts of standard commercial fertilizer shall be used with guaranteed analysis of contents clearly marked on containers:

Type of Fertilizer	Pounds Per Acre
N/A	N/A

C6.632# - TEMPORARY ROAD AND TRACTOR ROAD OBLITERATION (2/02). Notwithstanding the provisions of B6.63 and B6.65, unless otherwise agreed, temporary roads accessing **ALL newly constructed temporary roads accessing ALL Cutting Units** and tractor roads **within All Units** constructed for use with this sale shall be obliterated after they have served the Purchaser's purpose. Obliteration shall consist of recontouring road prism including all cut and fill slopes to natural ground contour. Equipment will not be permitted to operate outside the clearing limits. In addition, from **5 to 12 tons per acre** tons per acre of clearing or logging slash, stumps or other woody debris shall be placed and scattered uniformly on the top of the recontoured corridor. **All temporary roads utilizing existing templates, will be required to have** logging slash, stumps or other woody debris placed and scattered uniformly on the top of the corridor.

C6.661 - CURRENT OPERATING AREAS (10/04). Unless waived in writing by Forest Service, Purchaser shall remove accumulations of slash and logging debris in operating areas from system roads prior to the end of Normal Operating Season. Slash and logging debris in excess of three (3) feet in length and three (3) inches in diameter shall not remain on backslope, in ditches, or on traveled way, shoulders or turnouts. Debris shall be scattered downslope from the roadbed, avoiding any concentrations. When weather permits operation after Normal Operating Season, Purchaser shall keep such work on any additional disturbed areas as current as practicable.

C6.7 - HAZARD REDUCTION AND SITE PREPARATION (3/89). Purchaser's timing of product removal, hazard reduction and site preparation shall not unnecessarily delay Forest Service slash disposal, site preparation or reforestation. Purchaser shall perform hazard reduction and site preparation work in accordance with the Hazard Reduction and Site Preparation Plan and Map which are attached hereto and made a part hereof. Such work is in addition to Required Deposits for slash disposal.

In cutting units in which logging is substantially completed by *September 30th* or any time outside the Normal Operating Season, purchaser's slash disposal responsibilities shall be completed within the first 30 days of the of them next Normal Operating Season.

Hazard Reduction and Site Preparation Plan C6.7	
All Units	**<u>Limb and Top Removal(Whole Tree Yarding):</u>** Purchaser shall leave tops and limbs of felled trees attached to Included Timber and yard them to landings within the entire cutting unit. Tops and limbs which are lost on the way to the landing site due to normal felling and skidding operations are not required to be yarded. **<u>Slash Throwback:</u>** Purchaser shall move all logging slash created by Purchaser's Operations that is outside of the unit boundary to locations within the boundaries of such units. **<u>Fell Damaged Residuals</u>:** Purchaser shall fell all species over _2_ feet in height not meeting minimum diameter specifications for Included Timber that are damaged beyond recovery by the Purchaser's Operations. Such trees shall be limbed to a stem diameter of approximately _2_ inches, at which point the top shall be cut from the remainder of the stem. These stems shall be bucked into lengths shorter than _8_ feet.
Units 51,55,56,57,58,61,61A*,68A,68B, 72,72A,73,74,75,76,77,77A	**<u>Slashing</u>:** Purchaser shall fell all live and dead submerchantable conifers, except PP, WL, and WP, over 2 feet in height and less than 4 inches dbh, unless otherwise designated to be left standing. **Leave all PP, WL, and WP**. Stump height shall not exceed **6** inches from ground surface as measured on the uphill side. **Trees that are felled or slashed shall be completely severed from the stump below lowest live limb.** ***Non-saw Timber Subject to Agreement in Unit 61A, meeting minimum non-saw specifications in A.2, that is not elected for removal, shall be**

	slashed according to the specifications above. Material to be slashed within 20 feet of the boundary of a unit shall be felled toward the center of the unit. Any material, which falls outside of the unit, shall be returned to a minimum of 30 feet inside of the boundary. All roads within these units shall be kept free of slashed material.
Unit 63	**<u>Slashing</u>:** Purchaser shall fell live and dead submerchantable conifers, except PP, WL, and WP, over 2 feet in height and less than 4 inches dbh, unless otherwise designated to be left standing. Slash un-merchantable conifers to a 15' x 15' foot spacing. **Leave all PP, WL, and WP**. Stump height shall not exceed **6** inches from ground surface as measured on the uphill side. **Trees that are felled or slashed shall be completely severed from the stump below lowest live limb.** Material to be slashed within 20 feet of the boundary of a unit shall be felled toward the center of the unit. Any material, which falls outside of the unit, shall be returned to a minimum of 30 feet inside of the boundary. All roads within these units shall be kept free of slashed material.
Units 51,55,56,57,58,61,61A*, 63,72,72A,73,74,77,77A	**<u>Excavator Slash Piling</u>:** Purchaser shall excavator pile all slash meeting the following specifications in cutting units shown on the Hazard Reduction and Site Preparation Map. Piles shall be compact, free of soil and of sufficient size to facilitate burning. Material in piles should be oriented parallel as much as practicable in order to facilitate burning. The crawler-type excavator shall be equipped with a grapple or a bucket with a thumb, or a combination of both. The machine must be capable of reaching 20 feet either side of the machine and be able to pile slash at least 15 feet in height. The grapple or bucket must be capable of grasping slash 2 inches to 30 inches in diameter. The excavator must be capable of operating on 45 percent side slopes. Purchaser shall pile all activity slash, slashed trees,

	and downed woody material larger than 2 inch in diameter on the large end and 4 feet or longer in length, that is not needed to meet the down woody requirement in C6.406# - SITE CONDITION (10/01). The piles shall be compact, free of soil and of sufficient size to facilitate burning. Piles will be a minimum height of 8 feet and shall be placed no closer than 100 feet from the outside perimeter of the unit, system roads, wet areas, Special Treatment Areas, or other areas designated on the ground by the Forest Service. Where possible no pile shall be closer than 30 feet from any standing reserve tree, in areas where reserve tree densities are to great to achieve the 30 feet spacing requirement the piles shall be located on skid trails or openings as designated on the ground by the Forest Service. All material extending more than 5 feet beyond the outside perimeter of the pile shall be severed and returned to the pile. Piling and scarification activities shall occur only when soil conditions are dry, or determined by the Forest Service.
All Units	**Landing Cleanup**: A landing is considered a place where logs or products are gathered for processing and loading. The piling of landings shall be done by an excavator based machine. Piles shall be reasonably compact, free of soil, and be a minimum of 10 feet high, to facilitate burning. Piles shall be of a size and location which will not impair road use or result in damage to residual timber. Piles shall be located at least 50 feet from residual timber and 100 feet from private property boundaries. All material, which extends more than 5 feet in any direction from the pile profile, will be cut off and returned to the pile. No dozer/skidder piling is allowed. Dozers/skidders shall not operate on piles.

***Timber Subject to Agreement C2.11#**

C6.71 - CHANGE IN SLASH TREATMENTS (3/90). Slash treatment measures required in accordance with the Hazard Reduction and Site Preparation Plan and Map may be changed upon written agreement. The Forest Service shall determine the current cost of performing the work to be deleted and the work to be added. When the cost of work deleted exceeds the cost of work added, the agreement shall provide for a lump sum payment to the Forest Service for the amount of the difference.

C6.711 - BURNING BY PURCHASER (10/79). Purchaser shall obtain a written permit from Forest Service before burning any camp refuse, brush, slash or construction debris at any time throughout the year. The terms of the permit will set forth:

A. Area or location where burning is permitted.

B. Material to be burned.

C. Safeguards, including help and equipment to control the fire.

D. Special precautions to be taken before burning.

A. Control action needed until the fire is out.

C6.753 - TEMPORARY ROAD CONSTRUCTION SLASH DISPOSAL (10/82). Unless agreed otherwise in writing, Temporary Road slash shall be disposed of or treated in accordance with the following:

A. All timber within the road clearing limits which contains a product meeting the minimum piece specifications stated in A2 shall be felled (not pushed over) and bucked in advance of road construction. All timber shall be felled within the clearing limits whenever it is feasible to do so.

B. Timber within the clearing limits not meeting minimum piece specifications in A2 and other debris from the clearing and grubbing operations more than three (3) inches in diameter and three (3) feet in length shall either be (a) utilized and removed from Sale Area, (b) burned within the right of way, (c) removed to designated locations shown on Sale Area Map for burying or later burning, (d) buried, (e) processed through a chipping machine, (f) scattered in such a manner as to avoid concentrations of slash and without damaging other trees or resource values, (g) decked, or (h) a combination thereof.

C. All material to be treated or disposed of shall be bucked into lengths not to exceed 8 feet before being piled or buried.

D. If debris is to be burned, burning shall be complete and shall be done at such times and in a manner approved in writing by Forest Service. Residual construction slash from burning shall be buried, scattered or removed to agreed locations.

E. Debris to be buried shall be placed in prepared holes, benches, or trenches at agreed locations and covered with not less than two (2) feet of native soil or rock. Slash and debris may be buried in the roadway providing hauling can be supported and providing there is little probability or hazard of slope failure.

F. If debris is to be chipped, the chips shall be spread over the surface of the ground in such a manner that their loose depth does not exceed six (6) inches. Chips may be mixed with soil within roadway.

G. Slash and debris may be scattered in those situations where the volume of slash or residual slash is relatively light and the adjacent stands of timber are sufficiently open to accommodate the scattering without damage.

B. If material is decked, logs not meeting Utilization Standards that are six (6) inches or more in diameter shall be bucked into lengths not to exceed 32 feet and piled at agreed locations.

C6.801 - SCALING (PULP LOGS) (10/04). A pulp log, as shown and specified in A2, shall be any log or portion of a tree, except western redcedar, dead or alive, not meeting sawlog specifications shown in A2 and containing at least 50 percent pulpable wood in terms of gross cubic volume. Normal sawlog scaling defects such as stain, shake, checks, crook, sweep, burls, knot clusters, pitch, worm holes, and firm rot are considered pulpable. Fire char is not considered pulpable. Defective logs that will break up under normal debarking operations are not considered pulpable.

Final piece, log, or load volume shall be in terms of gross cubic feet.

When pulp logs are manufactured and marketed in shorter minimum piece lengths than shown in A2, this shorter pulp log shall be considered as meeting Utilization Standards.

C6.822 - PRESENTATION FOR WEIGHT SCALING. (4/13) To facilitate the requirement of B6.82 that loads be presented so that they may be scaled in an economical and safe manner, and to aid in the accountability requirements of C6.840 or C6.848, Purchaser, unless otherwise agreed in writing, shall:

A. Utilize scales that meet the standard for commercial vehicle scales defined in the National Bureau of Standards Handbook 44, current edition.

B. Weigh all loads on scales currently certified by the State in which weighed. Scales must have a current inspection tag or seal posted which shows the date of the most recent test by the State weights and measures agency. No load shall be presented for weighing that weighs more than the certified capacity of the scales in use. Each load shall be weighed according to the *Instructions for Load Weighing and Accountability* posted at the weighing facility, with the gross

and tare weights stamped and recorded by an automatic recording device on the scales. Loads shall be weighed in sequence, with the gross weight obtained first and the tare weight printed within two (2) hours of unloading. In addition to the gross and tare weights, Purchaser shall record the following information on each weight slip:

a. Sale name
b. Load Removal Permit number
c. Date and time weighed

C. Maintain load accountability from the Sale Area to point of weighing. In so doing, the load of products shall remain intact while in transit. Products accidentally lost in transit shall be promptly identified by Load Removal Permit number and sale designation. Purchaser shall, within 48 hours, load out such lost products and present them for weighing or make other arrangements acceptable to Forest Service. Unless otherwise agreed, off-loaded logs will not be stored at State weigh station sites. Logs will be off-loaded onto an empty truck and will have a log load removal permit attached before proceeding from the weigh station. Purchaser is required to notify the Forest Service before off-loading of logs occurs. Off-loaded logs will be delivered immediately to the designated weight scales.

D. Clearly and legibly paint the last three digits of the Load Removal Permit number in **BLACK** paint on the back end of at least three (3) logs of every load transported from the Sale Area.

C6.823 - VOLUME DETERMINATION. (4/13) Volume determination shall be based on Weight Measurement unless otherwise agreed. Products shall be weighed on certified scales at locations approved by Forest Service. The weight slip, showing sale name, Load Removal Permit number, date and time weighed, and the gross and tare weights, shall be attached to the Scaler Permit and placed in the location(s) designated by the Forest Service.

In the event of weight scale equipment breakdown or suspension of use for other reasons, hauling shall be suspended until Purchaser and Contracting Officer agree to an alternate weighing location.

If Scaler Permits and/or weight slips are not provided for any reason, Forest Service shall use data from the records during the period in which loss occurred to determine weight of load(s). The weights of such load(s) shall be deemed equal to the load with the heaviest net weight presented during the payment period in which the loss occurred.

Payment for lost products may not be required if Forest Service determines that the weight of such lost products involved is small and justified by existing conditions.

C6.848 - WEIGHT ACCOUNTABILITY FOR SPLIT PRICING (3/12). Products sold on a basis other than single price for all products shall be accounted for as follows:

A. Requirements Applicable to Purchaser's Accountability Obligations:

a. Where Purchaser's product accountability responsibilities are concerned, all operations performed by Purchaser's employees, agents, contractors, subcontractors, their employees or agents, Purchaser's obligations shall be the same as if performance is by Purchaser.

b. Purchaser shall sort and deck separately the sawtimber and non-sawtimber products at the landing. The non-sawtimber products shall remain on the landing until released for hauling and weighing by the Sale Administrator.

B. Requirements Applicable to Product Removal Book:

1. Forest Service:

a. Forest Service will issue to Purchaser or designated representative(s) serially numbered Product Removal Permit Books for sawtimber products for use only on this sale. Product Removal Permit Books whether used or unused are accountable property of Forest Service and shall be returned to issuing Ranger District in accordance with instructions contained on the inside cover of each book.

b. The Product Removal Permits for non-sawtimber products will be issued by the sale administrator as needed to haul these products and are accountable property of the Forest Service. The non-sawtimber products will not be hauled until inspected and released by the sale administrator.

2. Purchaser shall require:

a. All permits be filled out in ink by an individual named in writing other than the truck driver and be attached to load before products are hauled from immediate vicinity of or adjacent to location where loading is done showing date loaded, brand, sale name, and destination where products will be weighed. Permits shall be attached in accordance with instructions on inside cover of Product Removal Permit Book.

b. Before Sawtimber products are hauled, truck driver will sign legal signature in ink on Woods Permit.

c. Purchaser's Representative or other designated representative will sign legal signature in ink on Woods Permit for non Sawtimber products at time the permits are issued by the sale administrator.

d. Purchaser shall assure that all used Scaler Permits are deposited in accordance with procedures established by the Forest Service.

C. Requirements Applicable to Weight Slips:

1. Purchaser shall assure that:

    a. All products removed are presented for weighing at agreed to locations and that gross and tare weights are obtained on certified scales.

    b. That weight slips are attached to proper Scaler Permit and deposited in accordance with procedures established by the Forest Service.

C6.849 - ROUTE OF HAUL. (4/13) As part of the annual Operating Schedule, Purchaser shall furnish Forest Service both a map and a written general plan for hauling Included Timber from Sale Area. The plan shall set forth:

A. Designated haul route(s).
B. Designated weight scales.

Such route of haul shall normally be the shortest, most economical haul route available between the points. Forest Service written approval of the haul route(s) and weight scales is required prior to commencement of Purchaser's hauling operations. The designated weight scales must meet the requirements contained in Standard Provision B6.814 at each weighing facility the Purchaser wishes to use.

Upon advance written request, other haul routes may be approved. All products removed from Sale Area shall be transported over the approved designated routes of haul. Purchaser shall notify Forest Service when a load of products, after leaving Sale Area, will be delayed for more than 12 hours in reaching weighing location. Such notification shall be made as soon as the Purchaser is aware of the delay and include the Load Removal Permit number, weighing destination and rationale for the delay.

Purchaser shall require truck drivers to stop, if requested by Forest Service, for accountability checks when products are in transit from Sale Area to the designated weighing location. Purchaser and Forest Service shall agree to locations for accountability checks in advance of haul. Such locations shall be established only in areas where it is safe to stop trucks. Forest Service shall notify Purchaser of the methods to be used to alert truck drivers of an impending stop.

C7.2 - NORMAL PRECAUTIONS (2/02). Specific fire precautionary measures are set forth below. Upon request of Forest Service, Purchaser shall permit and provide an individual to assist in periodic testing and inspection of required fire equipment. Purchaser shall promptly remedy deficiencies found through such inspecting and testing.

The following requirements shall apply during the period stated in A12 and during other such periods as specified by Forest Service.

A. Fire Extinguishers and Tools Required with Equipment. Each unit of powered equipment used in connection with this sale shall be equipped with serviceable tools and fire extinguishers acceptable to Forest Service as follows:

1. STATIONARY EQUIPMENT. Examples include yarders, log loaders, Hahn Harvester, stroke delimbers, roadside/landing based processors, whole tree chippers, rock crusher, asphalt plant, or other equipment working at fixed locations such as a landing or rock crushing site.

One - Fire extinguisher, dry chemical type of not less than 2.5-pound capacity with 4 B.C. or higher rating.

One - 5-gallon standard galvanized metal, fiber glass or rubberized backpack water container, with hand pump attached, to be filled at all times.

Weatherproofed tool box marked "FIRE ONLY," equipped with a hasp, kept sealed, and containing:

One - Axe, double bit, 3.5#

Two - Shovels (round point #0 lady or equal)

Two - Pulaskis

The tool box shall be mounted on equipment, if feasible, unless another location is agreed to in writing. The tool box shall be within 100 feet of the designated machine at all times when operating. Only one (1) tool box is required at each active fixed location site.

2. MOBILE EQUIPMENT. Examples include crawler tractors, rubber-tire skidders, soft-track skidders, forwarders, feller-bunchers, feller-processors, excavators, front-end loaders, back-hoes, scrapers, and motor graders.

One - Fire extinguisher, dry chemical type of not less than 2.5-pound capacity with a 4 B.C. or higher rating.

One - Shovel (round point #0 lady or equal). For equipping mobile equipment, an acceptable substitute is a "D-handle" round point shovel with a minimum 27-inch handle and a minimum 8- by 11-inch blade.

One - Axe, double bit, 3.5#, or one pulaski.

3. SUPPORT EQUIPMENT. Examples include trucks, low-boys, busses, pickups, panels, automobiles, service trucks, or similar equipment used in transporting logs, people, equipment, and/or materials.

One - Fire extinguisher, dry chemical type of not less than 2.5-pound capacity with 4 B.C. or higher rating

One - Shovel (round point #0 lady or equal)

One - Axe, 2# or over, 26-inch minimum length, or one pulaski

One - Bucket or similar water container (at least 1-gallon capacity)

4. POWER SAWS

One - Shovel (round point #0 lady or equal). Shovel shall be with gas containers and/or no more than 100 feet distance from where sawyer is working.

One - Fire extinguisher, containing not less than eight (8) ounces of extinguisher fluid or a dry chemical powder type of not less than one (1) pound capacity. The extinguisher shall be carried by the operator at all times.

Any fueling or refueling of a power saw shall only be done in an area which is free of or which has first been cleared of all material capable of carrying fire; such power saw shall be moved at least 10 feet from place of fueling before starting.

B. Fire Tools on Sale Area. Purchaser shall furnish and maintain in serviceable condition, in quantities and at locations to be designated by Forest Service, tool boxes, fire tools and other fire equipment to be used only for suppressing forest fires. Each tool box shall be weatherproofed and marked "TOOLS FOR FIRE ONLY" and kept sealed. These requirements are in addition to fire tool requirements for mobile, stationary, support or power saw equipment.

1. Special tool caches shall not be required when less than 20 people are employed on Sale Area, excluding logging truck drivers.

2. Operations employing more than 20 individuals on Sale Area, excluding truck drivers, shall furnish a tool cache with a minimum of one serviceable tool per person in the following configuration:

Axe, double bit, 3.5#, 10%

Shovels (round point #0 lady or equal), 45%

Pulaskis, 45%

C. Spark Arresters. Each internal combustion engine shall be provided with a spark arrester or spark arresting device approved by Forest Service. Exceptions where Forest Service may approve mufflers or other equipment in lieu of spark arresters qualified and rated under Forest Service standard 5100-1a are: (a) small multi-position engines, such as chain saws, shall meet Society of Automotive Engineers J335b standards, (b) passenger-carrying vehicles and light trucks may have baffle-type muffler with tail pipe, (c) heavy-duty trucks may have a vertical stack exhaust system with muffler, provided the exhaust stack extends above the cab of the vehicle, (d) an exhaust driven turbocharger is considered to be a satisfactory spark arrester. Internal

combustion engine exhaust systems, arresters and other devices shall be properly installed and maintained.

D. Blasting. Fuse or prima cord shall not be used unless authorized in writing by Forest Service, with special precautions stated.

E. Smoking. Smoking shall not be permitted within logging operations except on surfaced or dirt roads, at landings, within closed vehicles, in camps or at other posted places. Smoking shall not be permitted while working or traveling on foot, within or through Sale Area.

F. Precautions for Stoves. Stovepipes on all temporary buildings, trailers, and tents using wood-burning stoves shall be equipped with roof jacks and serviceable spark arresters of mesh with openings no larger than 5/8 inch. All stovepipes, inside and out, shall not be closer than two (2) feet from any wood or other flammable material or one (1) foot if the combustible material is protected by a metal or asbestos shield.

G. Debris Around Buildings. The grounds around buildings, tents and other structures shall be kept free of flammable material for a distance of at least 15 feet from the wall of such structures.

H. Storage of Petroleum and Other Highly Inflammable Products. Gasoline, oil, grease, or other highly flammable material shall be stored either in a separate building or at a site where all combustible debris and vegetation is cleared away within a radius of 25 feet. Fire extinguishers and/or sand barrels may be required at such locations specified by Forest Service when unusually hazardous conditions exist.

I. Debris Burning and Warming Fires. Burning permits shall be required throughout the year for all debris burning fires. Lunch and warming fires may be allowed in fireproofed areas during periods of low fire danger as specified in the fire plan. Such fires shall not be left unattended.

J. Cable Logging. All tail blocks and corner blocks shall be of an accepted haulback design which prevents line fouling and used with line guards. Such blocks shall be located to prevent cables from rubbing against trees, snags, down logs or rock when operating.

Areas adjacent to blocks shall be cleared of flammable material within a 5-foot radius. One (1) shovel and one (1) pulaski shall be maintained within 10 feet of each block.

K. Emergency Measures. Additional measures and/or other special requirements necessary during periods of critical fire-weather conditions shall be included in the fire prevention and presuppression plan.

L. Welding. Welding and use of cutting torches or cutoff saws will be permitted only in areas that have been cleared or are free of all material capable of carrying fire. Flammable debris and vegetation must be removed from within a minimum 10-foot radius of all welding and cutting

operations. A shovel and a 5-gallon standard backpack water container filled and with handpump attached shall be immediately available for use in the event of a fire start.

C7.21 - PUMP AND TRAILER (7/71). Purchaser shall provide at a location satisfactory to Forest Service, a serviceable truck or trailer equipped with a firefighting tanker unit to be kept ready for instant use for suppressing forest fires. The unit shall consist of a tank of not less than 100-gallon capacity upon which shall be mounted a live hose reel or live hose basket with 250 feet of a least 3/4-inch I.D. heavy-duty rubber hose; a portable or power takeoff pump with discharge capacity of at least 10 gallons per minute at 150 P.S.I. pressure. Gear type pumps shall be provided with a bypass or pressure relief valve so the hose nozzle may be shut while the pump is operating. Each tanker unit shall have a hose nozzle of the shut-off type, adjustable for straight stream, spray or fog, at least 12 feet of 1-inch suction hose with an intake screen, an additional 250 feet of 3/4-inch heavy-duty rubber hose or 1-inch cotton jacket rubber-lined or linen hose to be carried on the unit for use as needed. Tools, adapters, accessories and fuel necessary to operate the pump and truck or trailer shall be provided. If a trailer is used, a serviceable vehicle with the proper trailer tow hitch shall be located at a point satisfactory to Forest Service. Where water is available, a supply sufficient for rapidly filling the water tank shall be provided at one or more accessible points along or adjacent to the main truck roads.

C8.212 - MARKET-RELATED CONTRACT TERM ADDITION (11/08). 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# – USE OF TIMBER (Option 1) (4/04).

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

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

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

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

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

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

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

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

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

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

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

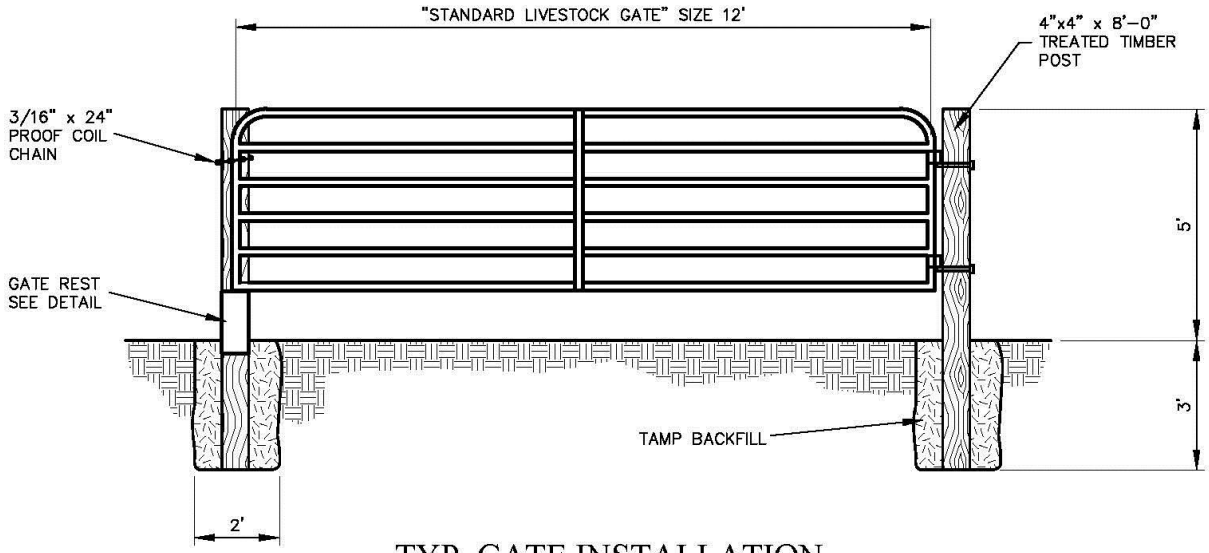
(iv) Require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and

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

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

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

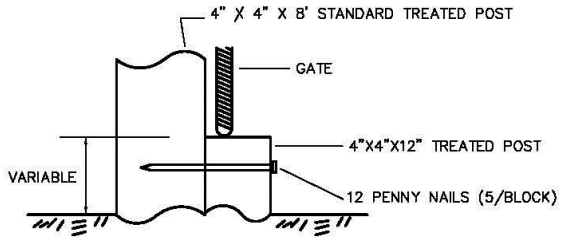
(i) For breach of this Section, Forest Service may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Section, Forest Service will not be liable for any Claim submitted by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



TYP. GATE INSTALLATION

NO SCALE

	MATERIAL LIST FOR GATE	
ITEM	DESCRIPTION	QUANTITY
CHAIN	3/16" PROOF COIL CHAIN 24" LONG	1 EA.
GATE	PRIEFERT ECONOMY R-GATE "RG12"	1 EA.
TREATED POST	4" X 4" X 8' TREATED POST	2 EA.
NAILS	20 PENNY- FOR GATE REST	5 EA.
TREATED POST	4" X 4" X 12" TREATED POST	1 EA.



GATE REST DETAIL

NO SCALE

NOTES:

PROVIDE AN "ECONOMY 6 RAIL" GATE, MANUFACTURED BY PRIEFERT, PRODUCT NO. "RG12. (WWW.PRIEFERT.COM) FABRICATE THE GATE FROM 1-⅝", 18 GAUGE STEEL TUBING. USE 1.05" O.D., 18 GAUGE STEEL TUBING FOR THE VERTICAL STAYS. POWDER COAT "FOREST GREEN".

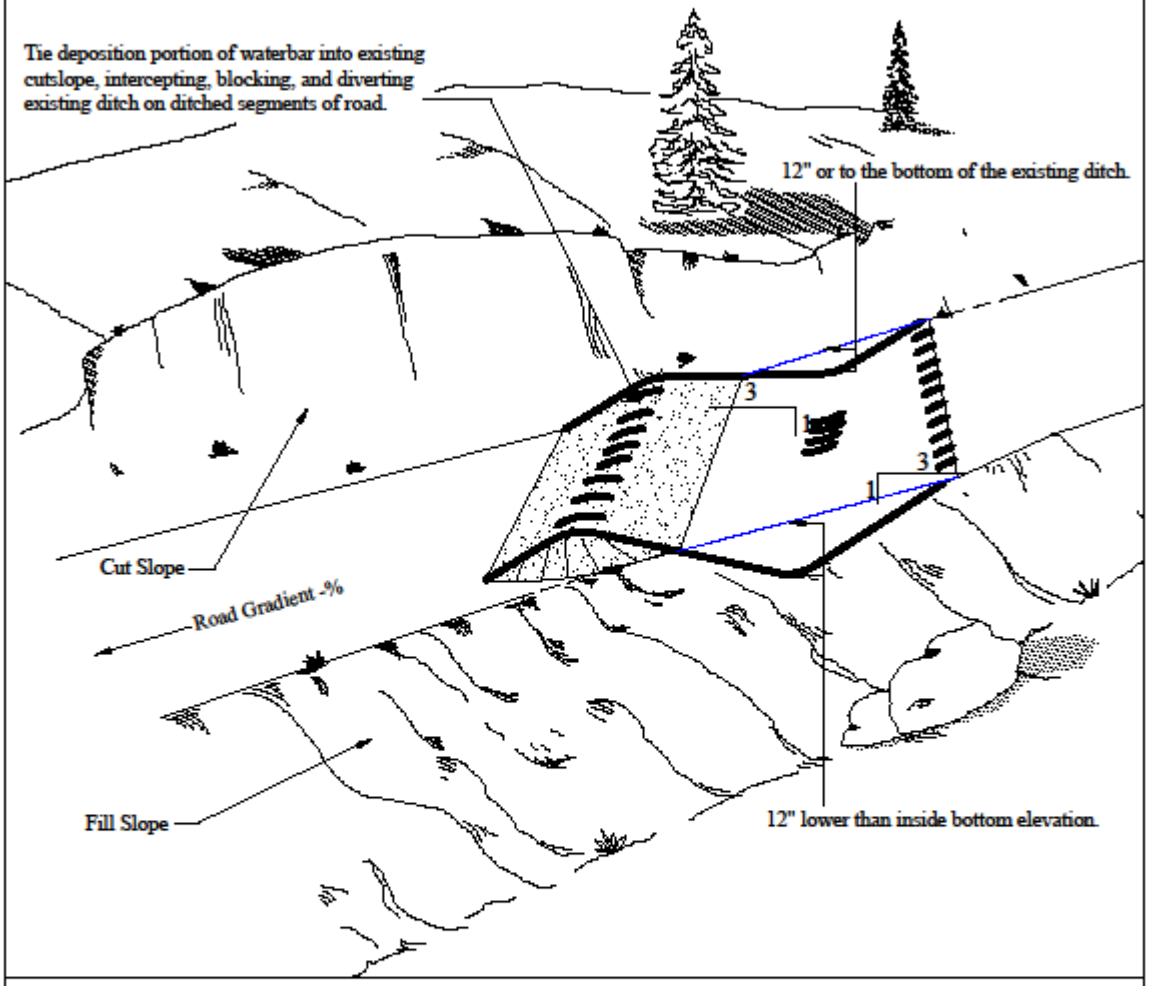
PROVIDE WASHERS AND NUTS FOR ALL BOLTS AND LAG BOLTS SHOWN.

TREAT WOODEN POSTS AND GATE REST WITH PENTACHLOROPHENAL, MINIMUM NET RETENTION OF 0.5# PER CUBIC FOOT (DRY CRYSTAL).

FURNISH AND INSTALL LAG SCREWS FOR HOLDING GATE AND CHAIN.

	Sheet	Total
Standard Livestock Gate		

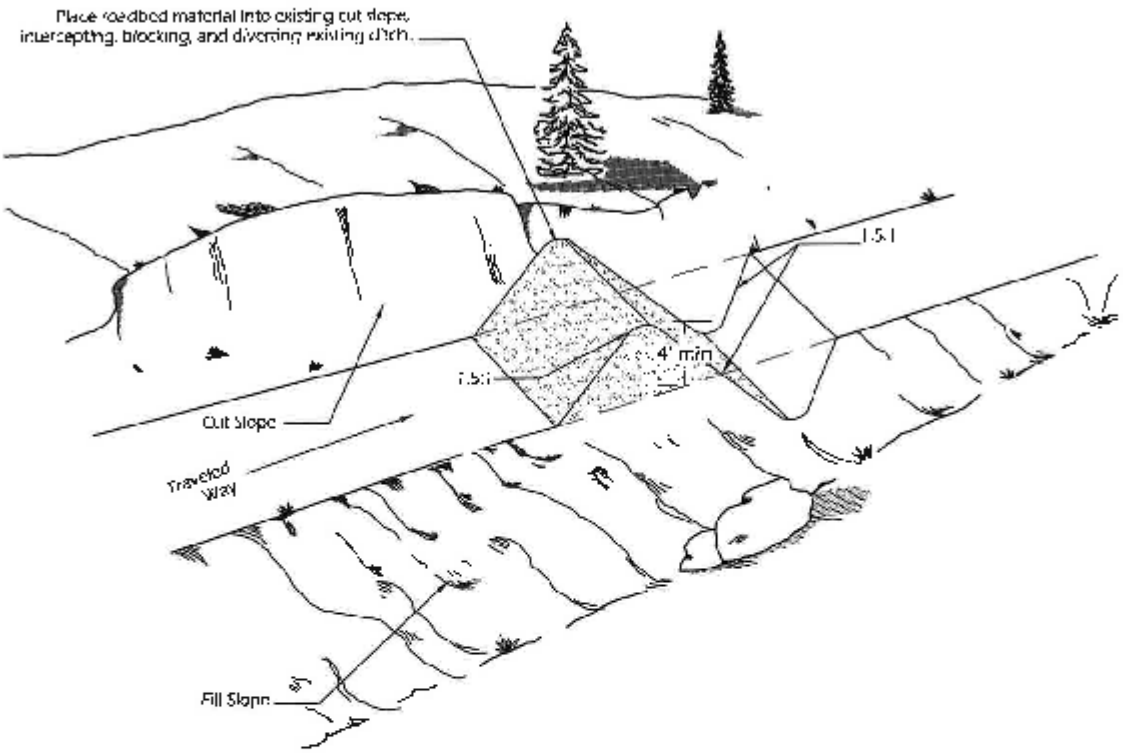
Type I Waterbar Installation



Notes:

1. Care shall be taken to not deposit any excavated material into existing fill slopes.
2. When built on ditched segments of road, construct waterbars to tie into the existing cut slope and to intercept, block, and drain the ditch across the road.
3. Seed and mulch all disturbed areas utilizing the appropriate materials.
4. When built on grades greater than 2% skew waterbars to facilitate drainage.
5. Grade changes over the length of the waterbar shall be smooth with no abrupt or sharp angle breaks..

Earth Berm Installation



Notes:

1. Care shall be taken to not deposit any excavated material onto existing fill slopes.

2. Earth berms shall be constructed to tie into the existing cut slope and to intercept, block and drain across the road when built on ditched segments of road.

3. Seed and mulch all disturbed areas utilizing the appropriate materials

4. Conserve any large rocks encountered in the excavation and place them along the roadside, adjacent to the berm, as directed by the Forest Service. Placement shall be in such manner to prevent traffic from driving around the berm.

5. Detail specifications and specific locations may be changed to fit local conditions.

Earth Berm