U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE **TIMBER SALE CONTRACT** (Applicable to Sales to be Measured before Felling)		**Name of Purchaser**	
National Forest Plumas	**Ranger District** Mt. Hough	**Region** Pacific S-West	**Contract Number**
Sale Name Canyon Dam MP		**Award Date**	**Termination Date** 12/31/2013

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

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

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

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

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

UNITED STATES OF AMERICA

By: _____
Contracting Officer

_____
(Title)

Two Witnesses:[1/]

_____
(Name)

_____
(Address)

_____
(Name)

_____
(Address)

By: _____
(Purchaser) [2/]

_____

_____
(Title)

_____
(Business Address)

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

_____

CORPORATE SEAL [4/]

SAMPLE

INSTRUCTIONS:

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

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

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

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

EXAMPLE 1/

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

Timber Sale Name: _____
National Forest: _____

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

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

Name of Subcontractor: _____
Business Address: _____
_____

_____ _____
Date Signature

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

SAMPLE

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

AT1 - Location and Area, applicable to BT1.1

This Sale Area of 803 acres more or less is located in:

Sections 14, 15, 22,26, 27, 28, 33 and 34 of T. 27 N., R. 8 E., MDM

AT2 - Volume Estimate and Utilization Standards, applicable to BT2.1, BT2.2, BT2.4, and BT6.4

Species	Product	Estimated Quantity *	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Merch. Factor
Douglas Fir	Sawtimber	583.90	CCF	10.0	1	10	6.0	12
Incense Cedar	Sawtimber	482.40	CCF	10.0	1	10	6.0	12
Ponderosa Pine	Sawtimber	651.00	CCF	10.0	1	10	6.0	12
Sugar Pine	Sawtimber	149.40	CCF	10.0	1	10	6.0	12
White Fir	Sawtimber	1,443.50	CCF	10.0	1	10	6.0	12
Combined Softwood	Grn Bio Cv	2,691.20	CCF	3.0	1	6	1.0	16
Total Quantity		6,001.40	CCF					

* Quantities not included here are described in BT2.4.

AT3- Timber Designations, applicable to BT2.3; acres are approximate:

	Number	Acres
Clearcutting Units (BT2.31)		
Specified Road Clearing (BT2.32)		
Overstory Removal Units (BT2.33)		
Understory Removal Units (BT2.34)		
Individual Trees (BT2.35)		487.5
Incompletely Measured Payment Units (BT2.36)		

SAMPLE

AT4 - Timber Payment Rates, applicable to BT3.1 and BT4.0

AT4a - For Species and Products to be Paid for at Rates Escalated under BT3.2

Not Applicable

AT4b- For Species and Products to be Paid for at Flat Rates

Species	Product	Unit of Measure	Rates per Unit of Measure				
			Base $	Advertised $	Bid Premium $	Bid (Flat) $	Required Deposits Slash Disposal $
Douglas Fir	Sawtimber	CCF	1.00	62.73			.49
Incense Cedar	Sawtimber	CCF	5.00	84.31			.49
Ponderosa Pine	Sawtimber	CCF	1.00	7.25			.49
Sugar Pine	Sawtimber	CCF	1.00	12.02			.49
White Fir	Sawtimber	CCF	1.00	35.09			.49
Combined Softwood	Grn Bio Cv	CCF	.25	12.57			.49

For purposes of convenience in collection and bookkeeping, Bid Rates stated in AT4 include payment of deposits for sale area betterment required pursuant to 16 USC 576b. Such deposits are not included as Required Deposits defined hereunder.

SAMPLE

AT4c - Schedule of Payment Units

Payment Unit No.	Approx. Acres	Quantity of Species and Products to be Escalated under AT4a	Total Tentative Payment $	Quantity of Species and Products to be Paid for at Flat Rates under AT4b				Total Flat Rate Payment $	Total Required Deposits for Slash Disposal $
1	25			Douglas Fir	Sawtimber	29.90	CCF		150.77
				Incense Cedar	Sawtimber	24.70	CCF		
				Ponderosa Pine	Sawtimber	33.40	CCF		
				Sugar Pine	Sawtimber	7.70	CCF		
				White Fir	Sawtimber	74.00	CCF		
				Combined Softwood	Grn Bio Cv	138.00	CCF		
				Total PU Quantity And Value		307.70	CCF		
2	45.3			Douglas Fir	Sawtimber	54.30	CCF		273.27
				Incense Cedar	Sawtimber	44.80	CCF		
				Ponderosa Pine	Sawtimber	60.50	CCF		
				Sugar Pine	Sawtimber	13.90	CCF		
				White Fir	Sawtimber	134.10	CCF		
				Combined Softwood	Grn Bio Cv	250.10	CCF		
				Total PU Quantity And Value		557.70	CCF		
3	85.6			Douglas Fir	Sawtimber	102.50	CCF		516.31
				Incense Cedar	Sawtimber	84.70	CCF		
				Ponderosa Pine	Sawtimber	114.30	CCF		
				Sugar Pine	Sawtimber	26.20	CCF		
				White Fir	Sawtimber	253.50	CCF		
				Combined Softwood	Grn Bio Cv	472.50	CCF		
				Total PU Quantity And Value		1,053.70	CCF		
4	26.7			Douglas Fir	Sawtimber	32.00	CCF		161.11
				Incense Cedar	Sawtimber	26.40	CCF		
				Ponderosa Pine	Sawtimber	35.70	CCF		
				Sugar Pine	Sawtimber	8.20	CCF		
				White Fir	Sawtimber	79.10	CCF		
				Combined Softwood	Grn Bio Cv	147.40	CCF		
				Total PU Quantity And Value		328.80	CCF		
5	29.7			Douglas Fir	Sawtimber	35.60	CCF		179.19
				Incense Cedar	Sawtimber	29.40	CCF		
				Ponderosa Pine	Sawtimber	39.70	CCF		
				Sugar Pine	Sawtimber	9.10	CCF		
				White Fir	Sawtimber	87.90	CCF		
				Combined Softwood	Grn Bio Cv	164.00	CCF		
				Total PU Quantity And Value		365.70	CCF		
6	58.7			Douglas Fir	Sawtimber	70.30	CCF		354.07
				Incense Cedar	Sawtimber	58.10	CCF		
				Ponderosa Pine	Sawtimber	78.40	CCF		
				Sugar Pine	Sawtimber	18.00	CCF		
				White Fir	Sawtimber	173.80	CCF		
				Combined Softwood	Grn Bio Cv	324.00	CCF		
				Total PU Quantity And Value		722.60	CCF		
7a	41.9			Douglas Fir	Sawtimber	50.20	CCF		252.74
				Incense Cedar	Sawtimber	41.50	CCF		
				Ponderosa Pine	Sawtimber	55.90	CCF		
				Sugar Pine	Sawtimber	12.80	CCF		
				White Fir	Sawtimber	124.10	CCF		
				Combined Softwood	Grn Bio Cv	231.30	CCF		
				Total PU Quantity And Value		515.80	CCF		

SAMPLE

Sale Name: Canyon Dam MP **Contract No:**

Pay-ment Unit No.	App rox. Acres	Quantity of Species and Products to be Escalated under AT4a	Total Tentative Payment $	Quantity of Species and Products to be Paid for at Flat Rates under AT4b				Total Flat Rate Payment $	Total Required Deposits for Slash Disposal $
7b	18.2			Douglas Fir	Sawtimber	21.80	CCF		109.81
				Incense Cedar	Sawtimber	18.00	CCF		
				Ponderosa Pine	Sawtimber	24.30	CCF		
				Sugar Pine	Sawtimber	5.60	CCF		
				White Fir	Sawtimber	53.90	CCF		
				Combined Softwood	Grn Bio Cv	100.50	CCF		
				Total PU Quantity And Value		224.10	CCF		
7c	156.4			Douglas Fir	Sawtimber	187.30	CCF		943.40
				Incense Cedar	Sawtimber	154.80	CCF		
				Ponderosa Pine	Sawtimber	208.80	CCF		
				Sugar Pine	Sawtimber	47.90	CCF		
				White Fir	Sawtimber	463.10	CCF		
				Combined Softwood	Grn Bio Cv	863.40	CCF		
				Total PU Quantity And Value		1,925.30	CCF		

SAMPLE

The following definitions are established for the terms used in AT4:

Base Rates are the lowest rates of payment for timber that are authorized by this contract. Base Rates remain constant throughout the life of this contract and are not subject to change by rate redetermination, except for reduction under BT3.31, BT3.32, or BT3.33.

Advertised Rates are the minimum acceptable Bid Rates for timber, exclusive of Required Deposits. These rates are those indicated by appraisal, with a cost allowance made for construction of Specified Roads listed in AT7, but are never less than Base Rates.

Bid Premium Rates are the amounts by which Purchaser's bid is in excess of Advertised Rates. The Bid Premium Rates are constant during this contract, except as provided in BT3.31, BT3.32, and BT3.33.

Bid Rates are the rates bid by Purchaser (exclusive of Required Deposits for slash disposal and road maintenance) and are the sum of Advertised Rates and Bid Premium Rates. Until a rate redetermination becomes effective, the Bid Rate for species and products in AT4a is the Tentative Rate that is subject to quarterly adjustment under BT3.2; for species and products in AT4b, the Bid Rate is the Flat Rate.

Required Deposits are deposits that Purchaser may be required to pay for slash disposal (16 USC 490) and road maintenance (16 USC 537). Required Deposits may be adjusted as part of a rate redetermination or a Contract Term Extension. The table shows only Required Deposits for slash disposal; road maintenance deposits, if any, are given in CT5.32#.

Base Index is the specified average of the lumber or other product selling value index used as the basis for computing adjustment in rates for variance in product selling value, as provided in BT3.2.

AT5 - Indices Used in Quarterly Adjustment, applicable to BT3.2

Not Applicable

AT6 - High Stumps, applicable to BT6.412

Species	Product	Maximum Stump Height * (inches)
All	Sawtimber	12
All	Grn Bio Cv	6

* Minimum stump height 3 inches; Timber Accountability

SAMPLE

AT7 - Specified Roads, applicable to BT5.2

Name and Date of Governing Road Specifications:

Project		Design Class	Approx. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Construction Staking 1/
		NOT APPLICABLE					

1/ Indicate timing, i.e. before clearing (BC) or after clearing (AC). Applicable to BT5.212.

AT8 - Forest Service Engineering Completion Schedule, applicable to BT5.21

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

AT9 - Fire Precautionary Period, applicable to BT7.2

May 01 to December 01 , inclusive

AT10 - Purchaser Responsibility to Furnish Crews and Equipment for:

Initial Fire Supression, applicable to BT7.3

Within 25 road miles

Fire Suppression Reinforcement, applicable to BT7.312 and BT7.313

Within 100 road miles

AT11 - Purchaser's Obligation per Operations Fire, applicable to BT7.41

Maximum Amount: $ $12,900

AT12 - Termination Date, applicable to BT8.2

December 31, 2013

AT13 - Normal Operating Season, applicable to BT6.31, BT6.66, BT8.21 and BT9.3

First Period: June 01 to October 31 , inclusive

Second Period: _____ to _____ , inclusive

SAMPLE

AT14 - Performance Bond, applicable to BT9.1

Performance Bond Amount: _____

SAMPLE

AT15 - Downpayment, applicable to BT4.211

Downpayment Amount: _____

AT16 - Periodic Payment Amount, applicable to BT4.213

	Periodic Payment Determination Date	Amount
Initial Payment:	____	_____
Additional Payment:	____	_____

AT17 - Market-Related Contract Term Addition Producer Price Index, applicable to BT8.212

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

AT18 - Inapplicable Standard Provisions

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

BT4.211	DOWNPAYMENT
BT8.212	MARKET-RELATED CONTRACT TERM ADDITION

AT19 - List of Special Provisions

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

CT2.21#	UTILIZATION AND REMOVAL OF NON-SAWTIMBER PRODUCTS (08/2006)
CT2.3#	RESERVE TREES (04/2004)
CT2.35#	DESIGNATION OF TIMBER AND SUBDIVISION/PAYMENT UNIT BOUNDARIES (08/2007)
CT2.351#	DESIGNATION BY SPACING (04/2004)
CT4.211	DOWNPAYMENT (06/2007)
CT4.212	TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)
CT5.11#	REQUIREMENTS OF RIGHTS-OF-WAY AND LAND USE AGREEMENTS (05/2008)
CT5.31#	ROAD MAINTENANCE REQUIREMENTS (07/2001)
CT5.35#	ROAD AND WATER SUPPLY USE (05/2008)
CT6.24#	SITE SPECIFIC SPECIAL PROTECTION MEASURES (04/2004)
CT6.314	RELEASE OF PAYMENT UNIT (08/2006)
CT6.315#	SALE OPERATIONS SCHEDULE (08/2006)
CT6.32#	PROTECTION OF RESERVE TREES (04/2004)
CT6.331	LOG TRUCKING (08/2006)
CT6.37	SUBSTITUTE METHODS (08/2006)
CT6.41#	FELLING, BUCKING, AND LIMBING (08/2007)
CT6.42#	GROUND BASED SKIDDING (08/2006)
CT6.5	STREAMCOURSE PROTECTION (08/2006)
CT6.6#	EROSION PREVENTION AND CONTROL (05/2008)
CT6.7#	SLASH TREATMENT (08/2006)
CT6.8-2#	MEASURING - OPT 2 (08/2006)
CT6.83	ACCOUNTABILITY (08/2006)

SAMPLE

CT7.2#	SPECIFIED FIRE PRECAUTIONS (10/2010)
CT7.22#	EMERGENCY PRECAUTIONS (10/2010)
CT8.212	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)
CT8.66# (Option 1)	USE OF TIMBER (04/2004)

SAMPLE

UNITED STATES DEPARTMENT OF AGRICULTURE
Forest Service

TIMBER SALE CONTRACT
DIVISION BT

June 2006
(Date of Issue)

STANDARD PROVISIONS FOR TIMBER SALES TO BE MEASURED BEFORE FELLING

This Division is organized into Parts, Sections, Subsections, and Items. These are numbered in accordance with the following scheme: Part BT1.0, Section BT1.1, Subsection BT1.11, and Item BT1.111. References to a Part include all Sections, Subsections, and Items within that Part; references to a Section include all Subsections and Items within that Section; and references to a Subsection include all Items within that Subsection. Cross-references within this contract cite the reference number of the applicable Division, Part, Section, Subsection, and Item. Descriptive headings used are not to be considered in determining the rights and obligations of the parties.

The Standard Provisions in this Division are subject to Specific Conditions of the contract stated in Division AT. Wherever appropriate, Specific Conditions established in Division AT are cited by reference number. The listing of Sections, Subsections, or Items of this Division in AT18 has the effect of striking or deleting them from Division BT. AT19 lists Special Provisions that comprise Division CT. Where appropriate, references to Special Provisions are made by citing the applicable reference numbers.

INDEX TO TERMS

Term	Reference	Term	Reference
Advertised Rates	AT4	Off-Road Equipment	BT6.35
Base Index	AT4	Operations Fire	BT7.41
Base Rates	AT4	Out-of-Pocket Expenses	BT8.35
Bid Premium Rates	AT4	Overstory Removal Units	BT2.3
Bid Rates	AT4	Payment Unit	BT4.1
Catastrophic Damage	BT2.133	Plans	BT5.211
Claim	BT9.2	Purchaser's Operations	BT6.3
Clearcutting Units	BT2.3	Release for Cutting	BT6.3
Contract Term Adjustment	BT8.21	Required Deposits	AT4
Contract Term Extension	BT8.23	Sale Area	BT1.1
Current Contract Rates	BT3.1	Sale Area Map	BT1.1
Current Contract Value	BT3.1	Schedule of Items	BT5.2
Current Unit Rates	BT5.251	Shop Drawings	BT5.211
Design Change	BT5.253	Specified Roads	BT5.2
Extension Deposit	BT4.217	Streamcourses	BT6.5
Fire Precautionary Period	BT7.2	Substantially Completed	BT5.23
Flat Rates	AT4	Temporary Roads	BT5.1
Included Timber	BT2.1	Tentative Rate	AT4
Indicated Advertised Rates	BT8.221	Termination Date	BT8.2
Marked	BT2.35	Timber Sale Account	BT4.2
Measuring	BT6.8	Understory Removal Units	BT2.3
Negligent Fire	BT7.42	Unrecovered Expenditures	BT8.35
Normal Operating Season	BT6.31	Utilization Standards	AT2, BT2.2

SAMPLE

CONTENTS

Reference Number	Title	Page
BT1.0	**SALE AREA**	**113**
BT1.1	Sale Area Map	113
BT1.2	Claims	113
BT2.0	**TIMBER SPECIFICATIONS**	**113**
BT2.1	Included Timber	113
BT2.11	Standard Timber	113
BT2.12	Substandard Timber	113
BT2.13	Damaged Timber	113
BT2.131	Damaged by Purchaser	113
BT2.132	Negligent or Willful Damage	113
BT2.133	Damaged by Catastrophe	113
BT2.134	Minor Damage by Natural Causes	114
BT2.14	Unintentionally Cut Timber	114
BT2.15	Construction Timber	114
BT2.16	Other Material	114
BT2.2	Utilization and Removal of Included Timber	114
BT2.3	Timber Designations	114
BT2.31	Clearcutting Units	114
BT2.32	Construction Clearing	114
BT2.321	Specified Road Clearings	114
BT2.322	Other Authorized Clearings	114
BT2.33	Overstory Removal Units	114
BT2.34	Understory Removal Units	114
BT2.35	Individual Trees	114
BT2.36	Incompletely Measured Payment Units	114
BT2.37	Designation Changes	114
BT2.4	Quantity Estimate	114
BT2.41	Adjustment for Quantity Deficit	115
BT2.42	Adjustment for Excess Quantity	115
BT2.43	Adjustment for Quantity Errors	115
BT3.0	**RATES OF PAYMENT**	**115**
BT3.1	Current Contract Rates	115
BT3.2	Escalation Procedure	116
BT3.21	Unavailable Index	116
BT3.3	Rate Redetermination	116
BT3.31	Rate Redetermination for Environmental Modification	116
BT3.32	Rate Redetermination after Catastrophic Damage	116
BT3.33	Rate Redetermination for Market Change	116
BT3.34	Emergency Rate Redetermination	117
BT3.4	Other Payment Rates	117
BT3.41	Material and Quantities Not in AT2	117
BT3.42	Timber Cut Through Mistake	117
BT3.43	Undesignated Timber Damaged Without Negligence	117
BT3.44	Undesignated Timber Unnecessarily Damaged or Negligently or Willfully Cut	117
BT3.45	Liquidated Damages	117
BT4.0	**PAYMENTS**	**117**
BT4.1	Amount Payable for Timber	117
BT4.2	Timber Sale Account	117
BT4.21	Cash Deposits	117
BT4.211	Downpayment	117
BT4.212	Advance Deposits	118
BT4.213	Periodic Payment Schedule	118
BT4.214	Deposits for Charges Subject to Escalation	118
BT4.215	Deposits When Payment Guaranteed	118
BT4.216	Blanket Cash Deposits	118
BT4.217	Extension Deposits	118
BT4.218	Cooperative Deposits	118
BT4.22	Temporary Reduction of Downpayment	118
BT4.23	Refund of Excess Cash	119
BT4.24	Refund after Final Charges for Released Timber	119
BT4.3	Payment Guaranteed by Bond or Deposited Securities	119
BT4.31	Blanket Bond	119
BT4.32	Letters of Credit for Payment Bond	119
BT4.4	Payments Not Received	119
BT5.0	**TRANSPORTATION FACILITIES**	**120**
BT5.1	Authorization	120
BT5.11	Requirements of Rights-of-Way	120
BT5.12	Use of Roads by Purchaser	120
BT5.2	Specified Roads	120
BT5.21	Engineering	120
BT5.211	Contract Plans	121
BT5.212	Construction Staking	121
BT5.22	Material Delivery	121
BT5.23	Use of Partially Constructed Roads	122
BT5.24	Estimated Cost	122
BT5.25	Construction Cost Adjustment	122
BT5.251	Variation in Quantities	122
BT5.252	Physical Change	122
BT5.253	Design Change	123
BT5.26	Alternate Facilities	123
BT5.27	Temporary Credit for Unamortized Specified Road Construction Cost	123
BT5.3	Road Maintenance	124
BT5.4	Use by Others	124
BT6.0	**OPERATIONS**	**124**
BT6.1	Representatives	124
BT6.11	Notices	124
BT6.2	Improvements	125
BT6.21	Removal	125
BT6.22	Protection of Improvements	125
BT6.221	Protection of Improvements Not Owned by Forest Service	125
BT6.222	Protection of Property	125
BT6.23	Protection of Land Survey Monuments	125
BT6.24	Protection Measures Needed for Plants, Animals, Cultural Resources, and Cave Resources	125
BT6.3	Control of Operations	126
BT6.31	Operating Schedule	126
BT6.311	Plan of Operations	126

SAMPLE

Reference Number	Title	Page
BT6.312	Plan of Operations for Road Construction	126
BT6.32	Protection of Residual Trees	127
BT6.33	Safety	127
BT6.34	Sanitation and Servicing	127
BT6.341	Prevention of Oil Spills	127
BT6.342	Hazardous Substances	127
BT6.35	Equipment Cleaning	127
BT6.36	Acceptance of Work	128
BT6.361	Acceptance of Specified Roads	128
BT6.4	Conduct of Logging	128
BT6.41	Felling and Bucking	128
BT6.411	Felling in Clearings	129
BT6.412	Stump Heights	129
BT6.413	Limbing	129
BT6.42	Skidding and Yarding	129
BT6.421	Rigging	129
BT6.422	Landings and Skid Trails	129
BT6.423	Skidding on Roads	129
BT6.424	Arches and Dozer Blades	129
BT6.5	Streamcourse Protection	129
BT6.6	Erosion Prevention and Control	129
BT6.61	Meadow Protection	129
BT6.62	Wetlands Protection	129
BT6.63	Temporary Roads	130
BT6.631	Temporary Roads to Remain Open	130
BT6.64	Landings	130
BT6.65	Skid Trails and Fire Lines	130
BT6.66	Current Operating Areas	130
BT6.67	Erosion Control Structure Maintenance	130
BT6.7	Slash Disposal	130
BT6.8	Measuring	130
BT6.81	Product Identification	130
BT6.9	Records	130
BT7.0	**FIRE PRECAUTIONS AND CONTROL**	**131**
BT7.1	Plans	131
BT7.2	Fire Precautions	131
BT7.21	Substitute Precautions	131
BT7.22	Emergency Precautions	131
BT7.3	Fire Control	131
BT7.31	Purchaser's Reinforcement Obligations	131
BT7.311	Suspend Operations	131
BT7.312	Personnel	131
BT7.313	Equipment	131
BT7.4	Fire Suppression Costs	131
BT7.41	Operations Fire	131
BT7.42	Negligent Fire	131
BT7.43	Other Fires on Sale Area	132
BT7.5	State Law	132
BT7.6	Performance by Contractor	132
BT8.0	**OTHER CONDITIONS**	**132**
BT8.1	Title and Liability	132
BT8.11	Title Passage	132
BT8.12	Liability for Loss	132
BT8.2	Period of Contract	132
BT8.21	Contract Term Adjustment	132
BT8.211	Delay in Reconstruction of Processing Facilities	133
BT8.212	Market-Related Contract Term Addition	133
BT8.22	Termination for Catastrophe	133
BT8.221	Termination by Purchaser	133
BT8.222	Termination by Forest Service	133
BT8.23	Contract Term Extension	133
BT8.231	Conditions for Contract Term Extension	133
BT8.3	Contract Modification	134
BT8.31	Changed Conditions	134
BT8.32	Modification for Catastrophe	134
BT8.33	Contract Suspension and Modification	134
BT8.34	Contract Termination	134
BT8.341	Termination by Forest Service	135
BT8.342	Termination by Purchaser	135
BT8.35	Out-of-Pocket Expenses	136
BT8.36	Termination for Market Change	136
BT8.4	Performance by Other than Purchaser	136
BT8.5	Sale of Other Materials	137
BT8.6	Provisions Required by Statute	137
BT8.61	Covenant against Contingent Fees	137
BT8.62	Officials Not to Benefit	137
BT8.63	Nondiscrimination in Employment	137
BT8.64	Debarment and Suspension Certification	137
BT8.65	Contract Consistency With Other Laws	138
BT9.0	**PERFORMANCE AND SETTLEMENT**	**138**
BT9.1	Performance Bond	138
BT9.11	Bond Reduction	138
BT9.12	Letters of Credit	138
BT9.13	Temporary Bond Reduction	138
BT9.2	Disputes	138
BT9.21	Time Limits for Submission of Claim	139
BT9.22	Contract Documents	139
BT9.3	Breach	139
BT9.31	Termination for Breach	139
BT9.4	Damages for Failure to Cut or Termination for Breach	140
BT9.5	Settlement	140
BT9.6	Contract Closure	140

SAMPLE

BT1.0—SALE AREA

BT1.1 Sale Area Map. The boundaries of "Sale Area" and any Payment Unit thereof, are as shown on the attached "Sale Area Map" that is made a part hereof, and were, before timber sale advertisement, designated on the ground by Forest Service to meet the anticipated needs of the parties. The location of Sale Area and its approximate acreage are stated in AT1. Payment Units may be revised and additional ones may be established only by written agreement. Upon Purchaser's request, Forest Service shall subdivide Payment Units to reduce them to a size that can be logged within 60 days at Purchaser's normal rate of logging. However, the rate of logging used in such adjustment of Payment Unit size shall not be less than a rate necessary for removal of all Included Timber during Normal Operating Seasons prior to Termination Date. Payment Units or cutting units may be eliminated from Sale Area under conditions described in BT6.36. Catastrophically Damaged areas may be removed from Sale Area under BT8.32.

Where applicable, the following are also identified on Sale Area Map:

(a) Identified claims limiting Purchaser's rights under BT1.2;

(b) Payment Units where timber is to be Measured or Marked after date of timber sale advertisement and approximate location of sample Marked timber under BT2.36 and BT2.4;

(c) Boundaries of Clearcutting Units, Overstory Removal Units, and Understory Removal Units under BT2.3;

(d) Diameter limits for Overstory Removal Units and Understory Removal Units under BT2.33 and BT2.34;

(e) Areas where leave trees are Marked to be left uncut under BT2.35;

(f) Specified Roads listed in AT7;

(g) Sources of base course, surface rock, and rock riprap listed in the Schedule of Items under CT5.221;

(h) Roads where log hauling or use is prohibited or restricted under BT5.12;

(i) Roads and trails to be kept open under BT6.22;

(j) Improvements to be protected under BT6.22;

(k) Locations of known wildlife or plant habitat and cave resources to be protected under BT6.24;

(l) Locations of areas known to be infested with specific invasive species of concern under BT6.35;

(m) Maximum stump heights when more than one height is listed by areas in AT6 under BT6.412;

(n) Skidding or yarding methods specified under BT6.42;

(o) Streamcourses to be protected under BT6.5;

(p) Locations of meadows requiring protection under BT6.61;

(q) Locations of wetlands requiring protection under BT6.62;

(r) Locations of temporary roads to be kept open under BT6.631; and

(s) Other features required by Division BT or CT.

BT1.2 Claims. Valid claims are excluded from Sale Area, except those on which timber cutting is authorized in writing by the claimant and except mining claims on which cutting is authorized by the Act of July 23, 1955 (30 USC 614). Claims that limit Purchaser's rights to operate under this contract and that Forest Service has been able to identify are shown on Sale Area Map. Purchaser is not obligated to operate contrary to existing claim limitations. Forest Service shall designate boundaries of claims on the ground to the extent necessary to identify Included Timber.

BT2.0—TIMBER SPECIFICATIONS

BT2.1 Included Timber. "Included Timber" consists of:

BT2.11 Standard Timber. Live and dead trees and portions thereof that meet Utilization Standards under BT2.2 and are designated for cutting under BT2.3.

BT2.12 Substandard Timber. Live and dead trees that:

(a) Do not meet Utilization Standards and

(b) Are located in Clearcutting Units or construction clearings or are otherwise designated for cutting.

BT2.13 Damaged Timber.

BT2.131 Damaged by Purchaser. Undesignated live trees meeting Utilization Standards:

(a) Within 200 feet slope distance from centerline of roads constructed hereunder that are damaged by Purchaser's construction to the extent that considerable deterioration or mortality is imminent and are designated by Forest Service for felling before the nearest road segment is Substantially Completed or

(b) That are damaged by Purchaser in logging and are subsequently Marked before Purchaser has completed skidding or yarding operations in the immediate area.

By agreement, such trees may be left without charge if their removal would cause undue damage or be grossly uneconomic.

BT2.132 Negligent or Willful Damage. Undesignated timber meeting Utilization Standards and unnecessarily damaged or negligently or willfully cut by Purchaser, if included by Contracting Officer.

BT2.133 Damage by Catastrophe. As provided under BT8.32, undesignated live and dead timber within Sale Area, meeting Utilization Standards, and affected by Catastrophic Damage. "Catastrophic Damage" as used hereunder is major change or damage to Included Timber on Sale Area, to Sale Area, to access to Sale Area, or a combination thereof:

(a) Caused by forces, or a combination of forces, beyond control of Purchaser, occurring within a 12-month period, including, but not limited to, wind, flood, earthquake, landslide, fire, forest pest epidemic, or other major natural phenomenon and

(b) Affecting the value of any trees or products meeting Utilization Standards, within Sale Area and estimated to total either:

(i) More than half of the estimated timber quantity stated in AT2 or

(ii) More than two hundred thousand cubic feet (2,000 CCF) or equivalent.

SAMPLE

Catastrophic Damage does not include changes caused by forest pest epidemics or foreseeable deterioration if Included Timber was sold for salvage or pest control.

BT2.134 Minor Damage by Natural Causes. Undesignated trees within Sale Area and meeting Utilization Standards, in amounts less than specified in BT2.133, that become insect infested, windthrown, suffer serious damage, or die, as designated by agreement.

BT2.14 Unintentionally Cut Timber. Trees, within or immediately adjacent to Sale Area or to road construction or other authorized clearing outside Sale Area, not designated for cutting under BT2.3 but that are cut through mistake by Purchaser, when included by Contracting Officer.

BT2.15 Construction Timber. Trees to be used for construction under BT5.1.

BT2.16 Other Material. Species or products not listed in AT2, upon written approval of Contracting Officer under BT3.41.

BT2.2 Utilization and Removal of Included Timber. "Utilization Standards" for trees and minimum pieces are stated in AT2. To meet minimum tree specifications, trees must equal or exceed tree diameters listed in AT2 and contain at least one minimum piece. Except for timber required or authorized to be left, Purchaser shall fell and buck such trees and shall remove from Sale Area all pieces that:

(a) Meet minimum piece standards in AT2 or

(b) Do not meet such standards, but would have qualified as part of minimum pieces if bucking lengths were varied to include such material.

BT2.3 Timber Designations. Timber designated for cutting shall be confined to Sale Area, except as provided in BT2.131, BT2.14, BT2.15, BT2.32, and BT5.1. Sale Area Map indicates Payment Units, if any, where Marking under BT2.35 is to be done after timber sale advertisement, except for construction clearing under BT2.32, designation changes under BT2.37, and damaged timber.

The boundaries of Clearcutting Units, Overstory Removal Units, and Understory Removal Units were plainly Marked on ground before timber sale advertisement and are shown on Sale Area Map. Boundary trees shall not be cut. Such units where Measuring is to be completed after date of timber sale advertisement are also shown. The number of units and approximate acreage of timber designations are stated in AT3.

BT2.31 Clearcutting Units. All trees that meet Utilization Standards within "Clearcutting Units" are designated for cutting.

BT2.32 Construction Clearing. All timber is designated for cutting that is within the clearing limits of roads constructed hereunder or is in other authorized clearings. All dead or unstable live trees are designated for cutting that are sufficiently tall to reach Purchaser's landings or the roadbed of Specified and Temporary Roads when Marked in advance of felling of timber in the immediate vicinity. Pieces meeting Utilization Standards from such dead or unstable live trees shall be removed, unless there is agreement that to do so could damage the road. Such designation may be revised as part of agreed changes in road location under BT5.2.

BT2.321 Specified Road Clearings. Timber within the clearing limits of Specified Roads is within separate Payment Units, as shown on Sale Area Map, and the quantities are in AT2. These Payment Units are subject to revision, as specified in BT2.37. The quantities of dead or unstable trees designated outside the clearing limits are not included in AT2.

BT2.322 Other Authorized Clearings. Timber within authorized clearings for Temporary Roads, landings, or other construction clearings is designated for cutting. Quantities of such timber are not included in AT2.

BT2.33 Overstory Removal Units. All trees within "Overstory Removal Units" are designated for cutting when they meet Utilization Standards and equal or exceed the diameter limits shown on Sale Area Map.

BT2.34 Understory Removal Units. All trees within "Understory Removal Units" are designated for cutting when they meet Utilization Standards and are smaller than the diameter limits shown on Sale Area Map.

BT2.35 Individual Trees. All trees to be cut, other than in the units described in BT2.31, BT2.32, BT2.33, and BT2.34, are Marked or designated by description. Trees are "Marked" when individually designated by Forest Service with paint marks above and below stump height.

Sale Area Map indicates areas plainly identified on the ground where leave trees are Marked to be left uncut.

BT2.36 Incompletely Measured Payment Units. Trees within incompletely Measured Payment Units shown on Sale Area Map at time of timber sale advertisement shall be designated in accordance with CT2.36. A representative sample of the timber to be designated has been Marked prior to timber sale advertisement in accordance with such rules. The approximate locations of the representative sample areas are shown on Sale Area Map.

BT2.37 Designation Changes. Within Sale Area, minor adjustments may be made in boundaries of cutting units or in the timber individually Marked for cutting when acceptable to Purchaser and Forest Service.

In event Contracting Officer accepts alternate facilities under BT5.26, Contracting Officer shall revise the affected Payment Units and adjust estimated quantities.

In the event Purchaser does not construct portions of Specified Roads, Payment Units involved shall be revised to eliminate the road portions not to be constructed. Parts of such areas within non-road-related Payment Units shall be added to such Payment Units and the timber thereon shall be designated by the methods provided for in the Payment Units. Estimated quantities for Payment Units so revised shall be adjusted as necessary.

BT2.4 Quantity Estimate. The estimated quantities of timber by species designated for cutting under BT2.3 and expected to be cut under Utilization Standards are listed in AT2. Estimated quantity in AT2 does not include the following:

(a) Damaged timber under BT2.13;

(b) Unintentionally cut timber under BT2.14;

SAMPLE

(c) Construction timber under BT2.15 cut outside of Payment Units and removed from construction use for utilization by Purchaser;

(d) Timber within clearing limits of Temporary Roads or other authorized clearings and that is not designated under BT2.31, BT2.33, BT2.34, or BT2.35; or

(e) Dead or unstable live trees that are sufficiently tall to reach Purchaser's landings or the roadbed of Specified Roads under BT2.32.

Estimated quantities for such timber not included in AT2 shall be determined as stated in CT6.8.

If Sale Area Map shows Payment Units where Marking or Measuring is to be completed after date of timber sale advertisement, the objective of Forest Service shall be to designate for cutting in such Payment Units sufficient timber so that Sale Area shall yield the approximate estimated quantities by species or species groups stated in AT2. However, the estimated quantities stated in AT2 are not to be construed as guarantees or limitations of the timber quantities to be designated for cutting under the terms of this contract.

Quantity adjustments shall not be made under this Section after there is modification for Catastrophic Damage under BT8.32.

BT2.41 Adjustment for Quantity Deficit. If Sale Area Map shows Payment Units where Marking or Measuring is to be completed after the date of timber sale advertisement and if Contracting Officer determines that a deficit in the estimated quantity will cause the quantity designated to be less than 90 percent of the total estimate shown in AT2, Forest Service, upon request by Purchaser, shall designate additional timber within Sale Area. Such additional timber shall be limited to that estimated to be necessary to reach approximately the estimated quantities by species listed in AT2. Any such additional designation shall be consistent with land and resource management plans.

BT2.42 Adjustment for Excess Quantity. If Sale Area Map shows Payment Units where Marking or Measuring is to be completed after date of timber sale advertisement and if Contracting Officer determines that the quantity designated will be more than 120 percent of the total estimated quantity listed in AT2, Forest Service, upon request by Purchaser, shall make an adjustment in Marking or cutting unit boundaries with the objective of designating for cutting the approximate estimated quantities by species listed in AT2. Such adjustments in quantities shall be confined to (a) Marking adjustments on Sale Area and (b) reduction in area to be cut over. Such adjustments or reductions shall not conflict with the silvicultural treatment being applied on Sale Area and shall not materially change the average value by species of the timber designated for cutting. Such adjustments may be made notwithstanding the provisions of BT1.1 and BT2.3.

If the timber designated for cutting is not reduced by such adjustments to less than 120 percent of the total estimated quantity listed in AT2, Purchaser, after cutting 120 percent of the total estimated quantity listed in AT2, may elect to have Sale Area reduced to eliminate Payment Units where felling has not begun.

BT2.43 Adjustment for Quantity Errors. An estimated quantity shown in AT2 shall be revised by correcting identified errors made in determining estimated quantity that result in a change in total timber sale quantity of at least 10 percent or $1,000 in value, whichever is less, when an incorrect estimated quantity is caused by computer malfunction or an error in calculations, area determination, or computer input.

No adjustments in quantity shall be made for variations in accuracy resulting from planned sampling and Measuring methods or judgments of timber quality or defect.

For payment purposes, corresponding revisions in quantity and total payment shall be shown in AT4c for each Payment Unit involved. Adjustment in rates will not be made. Adjustment in quantities shall not obligate Forest Service to designate additional quantities when the original quantity estimate is overstated.

BT3.0—RATES OF PAYMENT

BT3.1 Current Contract Rates. Included Timber that is Released for Cutting shall be paid for at Current Contract Rates determined under this Section. "Current Contract Rates" shall be (a) Flat Rates and (b) Tentative Rates adjusted by the escalation procedures in BT3.2. Flat Rates and Tentative Rates shall be those listed in AT4, unless superseded by rates redetermined under BT3.3 or established for Contract Term Extension.

Current Contract Rates, based on rates redetermined under BT3.3 or established under BT8.23, shall apply to all Payment Units from which removal of timber from Sale Area has not been completed on the effective date of the revised rates, except Current Contract Rates in effect at the time of Release for Cutting shall be applicable:

(a) On Payment Units for Specified Roads Released for Cutting on which clearing has begun and

(b) For not more than two other Payment Units from which removal from Sale Area has begun.

Notwithstanding the exceptions provided in this Section, rates redetermined under BT3.31, BT3.32, and BT3.33 shall apply to all Included Timber removed subsequent to the rate redetermination.

In event there are more than two Payment Units from which timber removal has not been completed on the effective date, the rates in effect at the time of Release for Cutting shall apply to the two units from which the greatest estimated proportions of Payment Unit quantities have been removed. Otherwise, in released Payment Units, redetermined rates or rates established for Contract Term Extension shall apply to the entire quantity shown in AT4c for those units. In addition, Required Deposits shall be made as listed in AT4 and CT5.32, or established under BT3.3 or BT8.23.

In the event Termination Date is adjusted under BT8.21 or BT8.212, Current Contract Rates shall be continued in the same manner as immediately prior to the adjustment period.

"Current Contract Value" is the sum of the products of Current Contract Rates and estimated remaining

SAMPLE

quantities by species of Included Timber meeting Utilization Standards.

BT3.2 Escalation Procedure. Tentative Rates for those species and products listed in AT4a are subject to quarterly escalation in accordance with the following procedures: The calendar quarter index average for each price index described in AT5 is the arithmetic average of the three such monthly price indices preceding January 1, April 1, July 1, and October 1. The difference between calendar quarter index average and Base Index listed in AT4a shall be the basis for quarterly escalation. To arrive at Current Contract Rates for Payment Units Released for Cutting during the preceding calendar quarter, Tentative Rates for each species shall be reduced or increased by such difference, except when the calendar quarter index average is:

(a) Less than the Base Index, the reduction shall not result in a rate below Base Rate or

(b) Greater than the Base Index, the increase shall not exceed the difference between Tentative Rate and Base Rate.

In the event of Contract Term Extension, the escalation procedure will be used during the extension period, except that adjusted payment rates for any calendar quarter cannot be less than Tentative Rates, for each species and product group, established under BT8.23 for the extension period.

BT3.21 Unavailable Index. If an index described in AT5 is no longer available, Contracting Officer may replace that index. If Contracting Officer determines that a replacement index does not exist, Current Contract Rates for the remainder of the timber sale shall be a Flat Rate. Flat Rates will be Tentative Rates adjusted by the arithmetic average of the index described in AT5 for a 12-month period prior to its becoming unavailable using the quarterly adjustment procedure outlined in BT3.2. Contracting Officer will determine availability and a beginning point to average the index for Flat Rates. Such Flat Rates are subject to rate redetermination as provided elsewhere under this contract.

BT3.3 Rate Redetermination. Rates may be redetermined as set forth in this Section. Bid Premium Rates shall be added to all redetermined rates, except as provided in BT3.31, BT3.32, and BT3.33.

Rate redeterminations shall be made in accordance with the standard Forest Service methods in effect 45 days prior to rate redetermination. Such methods shall take into consideration factors that may affect timber value at rate redetermination date.

Redetermined rates shall not be less than Base Rates listed in AT4, except for reduction under BT3.31, BT3.32, or BT3.33. Required Deposits shall be redetermined. Redetermined Specified Road construction cost is subject to the limitations of BT5.26.

BT3.31 Rate Redetermination for Environmental Modification. In the event of a contract modification under BT8.33 or partial termination under BT8.34, Contracting Officer shall make an appraisal to determine for each species the difference between the appraised unit value of Included Timber remaining immediately prior to the revision and the appraised unit value of Included Timber to be cut under the modification. The appraisal shall consider the estimated cost of any construction work listed in the Schedule of Items that was performed and abandoned.

Tentative Rates and Flat Rates in effect at the time of the revision will be adjusted by said differences to become Current Contract Rates. Accordingly, Base Rates shall be adjusted to correspond to the redetermined rates if redetermined rates are less than the original Base Rates, subject to a new Base Rate limitation of the cost of essential reforestation or 25 cents per hundred cubic feet or equivalent, whichever is larger. However, existing Base Indices shall not be changed under this Subsection.

Redetermined rates, or differences for rates subject to BT3.2, and Required Deposits shall be considered established under BT3.1 for Included Timber removed subsequent to the contract revision.

BT3.32 Rate Redetermination after Catastrophic Damage. In event of Catastrophic Damage and adjustment, if any, of Included Timber, Contracting Officer shall make an appraisal to determine for each species the catastrophe-caused difference between the appraised unit value of Included Timber remaining immediately prior to the catastrophe and the appraised unit value of existing and potential Included Timber immediately after the catastrophe. Included Timber is any that would not be eliminated under BT8.32. Potential Included Timber is any that would be added under BT8.32.

Tentative Rates and Flat Rates in effect at the time of catastrophe shall be adjusted by said differences to become the redetermined rates for the purpose of a contract modification under BT8.32. Accordingly, Base Rates shall be adjusted to correspond to the redetermined rates if redetermined rates are less than the original Base Rates, subject to new Base Rate limitations of 25 cents per hundred cubic feet or equivalent. However, existing Base Indices shall not be changed under this Subsection.

Upon agreement under BT8.32, redetermined rates and Required Deposits shall be considered established under BT3.1 for Included Timber removed subsequent to Catastrophic Damage.

At time of such appraisal, Specified Road construction cost shall include the estimated cost of any construction work listed in the Schedule of Items performed and abandoned.

BT3.33 Rate Redetermination for Market Change. In the event of delay or interruption, exceeding 90 days, under BT8.33, Contracting Officer shall make an appraisal to determine for each species the difference between the appraised unit value of Included Timber immediately prior to the delay or interruption and the appraised unit value of Included Timber immediately after the delay or interruption. The appraisal shall be done after any rate redetermination done pursuant to BT3.31, using remaining volumes.

Tentative Rates and Flat Rates in effect at the time of delay or interruption or established pursuant to BT3.31 will be reduced, if appraised rates declined during the delay or interruption, to become Current Contract Rates.

SAMPLE

Increases in rates will not be considered. Accordingly, Base Rates shall be adjusted to correspond to the redetermined rates if redetermined rates are less than the original Base Rates, subject to a new Base Rate limitation of the cost of essential reforestation or 25 cents per hundred cubic feet or equivalent, whichever is larger. However, existing Base Indices shall not be changed under this Subsection.

Redetermined rates shall be considered established under BT3.1 for Included Timber removed subsequent to the delay or interruption.

BT3.34 Emergency Rate Redetermination. Forest Service shall redetermine rates if, upon Purchaser's application, Forest Service determies that, because of changes in the timber market since the award date or the last rate redetermination under this provision, the Producer Price Index identified in AT17 has declined by 25 percent. Rates shall be redetermined under BT3.3 and shall be considered established under BT3.1 for Payment Units described therein at the time of Purchaser's application. This Subsection shall not apply during Contract Term Extension.

BT3.4 Other Payment Rates.

BT3.41 Material and Quantities Not in AT2. Incidental amounts of products or portions of trees of species listed in AT2 that do not meet Utilization Standards may be removed without charge. Such material may be purposely removed in more than incidental amounts without charge upon written approval of Contracting Officer, and subject to agreement on deposits if needed for road maintenance and use.

Other species or products not listed in AT2 may be cut and removed upon written approval of Contracting Officer and subject to agreement on rates of payment and deposits if needed for road maintenance and use.

Timber for which the quantity is not included in the estimate listed in AT2, as described in BT2.4, shall be paid for at Current Contract Rates and Required Deposits.

BT3.42 Timber Cut Through Mistake. Undesignated timber meeting Utilization Standards, cut by Purchaser through mistake and included by Contracting Officer under BT2.14, shall be removed and paid for at Current Contract Rates and Required Deposits, unless such material is not listed in AT2. In such event, Contracting Officer, in accord with standard Forest Service methods, shall establish rates to be paid.

BT3.43 Undesignated Timber Damaged Without Negligence. Undesignated timber meeting Utilization Standards, damaged without negligence by Purchaser and designated by Forest Service under BT2.131, shall be cut, removed, and paid for at Current Contract Rates and Required Deposits.

BT3.44 Undesignated Timber Unnecessarily Damaged or Negligently or Willfully Cut. Undesignated timber meeting Utilization Standards and unnecessarily damaged or negligently or willfully cut by Purchaser, if included by Contracting Officer under BT2.132, shall be cut, removed, and paid for at Current Contract Rates and Required Deposits that are in addition to liquidated damages under BT3.45.

If such timber is of a species or size not listed in AT2 or is of a quality different from designated timber, Contracting Officer shall establish payment rates in accord with standard Forest Service methods.

BT3.45 Liquidated Damages. Unnecessary damage to or negligent or willful cutting of undesignated timber, as described in BT3.44, on portions of Sale Area cut over under this contract is likely to cause substantial silvicultural or other damage to the National Forest. It will be difficult, if not impossible, to determine the amount of such damage. Therefore, Purchaser shall pay as fixed, agreed, and liquidated damages an amount equivalent to the amount payable at Current Contract Rates. If designated by Contracting Officer, Purchaser shall remove such damaged or cut timber and pay for it at Current Contract Rates.

BT4.0—PAYMENTS

BT4.1 Amount Payable for Timber. Except as provided in BT3.1, Current Contract Rates and Required Deposits in effect when a Payment Unit is Released for Cutting shall be applied to the timber quantities to determine the amount Purchaser shall pay. A “Payment Unit” is a portion of Sale Area established for payment purposes.

BT4.2 Timber Sale Account. “Timber Sale Account” is an account maintained by Forest Service of all Purchaser’s deposits, credits, payment guarantees, and the charges for:

(a) Timber at Current Contract Rates;

(b) Slash disposal and road maintenance at Required Deposit rates;

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

(d) Other charges provided in this contract.

Cash deposits shall be recorded currently in such account.

Charges for Payment Units Released for Cutting shall be made when Forest Service prepares and furnishes to Purchaser periodic statements of quantity and value of such timber. Charges subject to escalation under BT3.2 shall be made initially on the basis stated in BT4.214 and shall be adjusted at the end of each calendar quarter, as provided in BT3.2.

Charges shall be made according to BT3.4 when trees are subsequently Marked or designated for cutting.

BT4.21 Cash Deposits. Within the limitations of this Subsection, Purchaser shall make cash deposits to meet Purchaser’s obligations within 15 days of billing by Forest Service. Deposits shall be made to Forest Service, U.S.D.A., by mail or delivery to the address to be furnished by Forest Service. Forest Service shall explain the bill at the time it requests each deposit.

BT4.211 Downpayment. The downpayment amount shown in AT15 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to BT9.4, transferred to other timber sales, or refunded until stumpage value representing 25 percent of the total bid value of

SAMPLE

the timber sale is shown on Timber Sale Account to have been cut, removed, and paid for, or if 36 CFR 223.49(e) is applicable, the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment. For lump sum timber sales, the downpayment may be applied to payment for release of the single payment unit.

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

BT4.212 Advance Deposits. Purchaser agrees to make cash deposits in advance of cutting to meet charges under BT4.2.

Forest Service billings for advance cash deposits shall be in such amounts that Timber Sale Account will maintain an unobligated balance that covers the applicable charges for Payment Units Released for Cutting and designated material not included in AT2 expected to be cut within the next 60 days. This advance cash deposit may be reduced to a smaller amount by the terms of BT4.211, BT4.213, BT4.215, and/or BT4.217. Except for amounts required pursuant to BT4.211, BT4.213, and BT4.217, Purchaser shall not be required to make advance deposits above those required under this Item.

When the credit balance in Timber Sale Account is exceeded by the charges for timber within Payment Units Released for Cutting and for the estimated quantity to be cut in 10 days of cutting designated material not included in AT2, Contracting Officer will suspend all or any part of Purchaser's Operations until payment or acceptable payment guarantee is received.

BT4.213 Periodic Payment Schedule. Purchaser shall make periodic payments for stumpage value, as shown in AT16.

In the event Purchaser has not paid the amount(s) stated in AT16 as stumpage for quantity removed by the periodic payment determination date(s), Forest Service shall issue a bill for collection for the difference between the required amount and payments made by Purchaser. If payment(s) fall due on a date other than a normal billing date, the payment date shall be extended to coincide with the next Timber Sale Account billing date.

The amount of the periodic payment(s) will be reduced if the payment(s) would result in Purchaser's credit balance for timber charges exceeding the Current Contract Value.

Only cash may be used for this purpose. No other form of payment is acceptable. Forest Service will apply the payments to subsequent charges on this contract under the terms of BT4.212.

Except for Contract Term Extensions under BT8.23, periodic payment determination date(s) that have not been reached shall be adjusted one day for each additional day of contract time granted.

BT4.214 Deposits for Charges Subject to Escalation. Deposits requested to cover estimated charges for timber subject to escalation under BT3.2 shall be based upon Current Contract Rates and related deposits in effect during previous calendar quarter.

BT4.215 Deposits When Payment Guaranteed. To the extent payment guarantee is provided under BT4.3, requirements for advance cash deposits under BT4.212 shall be waived for the value of timber on Sale Area that has been Released for Cutting, but not removed, and for the estimated value of products removed from Sale Area for not more than a monthly billing period, subject to the provisions of BT4.4.

BT4.216 Blanket Cash Deposits. Purchaser may make cash deposits under a written agreement to cover charges made under this and other timber sale contracts within the same National Forest. Forest Service shall allocate such deposits to such timber sales. When there is to be no timber cutting hereunder for 30 days or more and payment of current charges has been made, the allocation to this timber sale shall be reallocated to other timber sales within the same National Forest at Purchaser's request. Purchaser shall not start cutting until allocation has again been made to this timber sale.

BT4.217 Extension Deposits. In the event of Contract Term Extension, Forest Service shall divide the difference between Current Contract Value as of the start of any Contract Term Extension and the credit balance of any deposit made pursuant to BT4.213 by the number of whole months remaining in Normal Operating Season(s) within the extension period to determine the amount of each "Extension Deposit."

Purchaser shall make the initial Extension Deposit prior to Forest Service executing the contract modification. In response to Forest Service billing under BT4.21, Purchaser shall make advance cash deposits. Such deposits shall at least equal each Extension Deposit required for each whole month remaining in Normal Operating Season(s) during the extension period. Extension Deposits shall be due by the last day of each month during Normal Operating Season whether or not any Payment Unit is to be released.

Due dates for Extension Deposits during the extension period may be delayed when Purchaser earns Contract Term Adjustment if Termination Date, as adjusted, results in one or more additional complete months within Normal Operating Season(s).

BT4.218 Cooperative Deposits. On a basis of cooperation or assistance (16 USC 572) and by a written agreement, Forest Service shall perform all or portions of the work that Purchaser is obligated to perform under this contract, as well as furnish other services in connection with activities under this contract. When Forest Service is to perform such work, Purchaser shall make one or more deposits to cover the estimated cost of the work. On request of Purchaser, Forest Service shall render monthly accounts, as may be specified in such agreement.

BT4.22 Temporary Reduction of Downpayment. When, under BT8.33, Contracting Officer orders a delay or interruption of Purchaser's Operations for more than 30 days when scheduled operations would be occurring but for the order, the downpayment amount

SAMPLE

required shall be temporarily reduced upon the written request of Purchaser or at the discretion of the Contracting Officer. For the period of the delay or interruption, the downpayment on deposit may be reduced to $1,000 or two (2) percent of the downpayment amount listed in AT15, whichever is larger.

Any downpayment amount temporarily reduced pursuant to this Subsection may be refunded or transferred at the request of Purchaser. However, if Purchaser has outstanding debt owed to the United States, Contracting Officer must apply the amount of downpayment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3701, *et seq*.).

Upon Purchaser's receipt of bill for collection and written notice from Contracting Officer that the basis for the delay or interruption no longer exists, Purchaser shall restore the downpayment to the full amount shown in AT15 within 15 days after the date the bill for collection is issued, subject to the provisions of BT4.4. Purchaser shall not resume contract operations until the downpayment amount is fully restored.

BT4.23 Refund of Excess Cash. If at any time the credit balance of Timber Sale Account exceeds the charges for timber within Payment Units Released for Cutting and for designated material not included in AT2 that Forest Service estimates will be cut within the next 60 days, any portion of such excess that is due to cash in the account shall be refunded, if requested by Purchaser, unless deposited under BT4.211, BT4.213, or BT4.217. If Purchaser plans no cutting within the next 60 days, Forest Service may refund the entire unencumbered cash balance, except as provided in this Subsection. However, Forest Service shall not reduce the credit balance below the total value of partially cut Payment Units and designated material not included in AT2 that is cut before operations cease. After a refund for a shutdown, deposits shall be made to meet the requirements of BT4.212 before additional timber may be cut.

BT4.24 Refund after Final Charges for Released Timber. Any cash deposit, in excess of that required to meet charges under BT4.2, shall be refunded or transferred within 15 days of Purchaser's request after final charges for Included Timber have been made, except for amounts estimated to be required under BT9.5.

BT4.3 Payment Guaranteed by Bond or Deposited Securities. To guarantee payment, Purchaser may furnish and maintain an acceptable surety bond or deposit in a Federal Depository negotiable securities of the United States. The securities shall be deposited through the Regional Fiscal Agent accompanied by a power of attorney and agreement authorizing the bond-approving officer to sell or collect such securities if payment is not made within 15 days of billing by Forest Service. The penal sum of such surety bond or the market value at time of deposit of such negotiable securities shall be the maximum amount of the payment guaranteed.

For payment purposes, penal sum of the surety bond or market value at time of deposit of negotiable securities shall be in lieu of the performance bond furnished under BT9.1.

BT4.31 Blanket Bond. If Purchaser furnishes an acceptable bond, or deposits securities, in accordance with BT4.3, to guarantee payment for timber from this and other timber sales within the same National Forest, the amount of such bond or deposited securities shall be allocated to such timber sales by Forest Service. When there is to be no timber cutting hereunder for 30 days or more and payment of current charges has been made, the allocation to this timber sale shall be reallocated to other timber sales at Purchaser's request. Purchaser shall not start cutting hereunder until this timber sale receives an allocation that will meet the obligation for payment guarantee.

BT4.32 Letters of Credit for Payment Bond. Notwithstanding the provisions of BT4.3, Purchaser may use letters of credit in lieu of a surety bond for payment bond purposes when approved by Contracting Officer.

BT4.4 Payments Not Received. (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 allowed in the bill for collection for receipt of payment, Contracting Officer will suspend all or any part of Purchaser's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

(i) Slash disposal and road maintenance deposits;

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

(iii) Damages pursuant to BT9.4;

(iv) Road use fees;

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

(vi) Periodic payments pursuant to BT4.213;

(vii) Extension Deposits pursuant to BT4.217; and

(viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date allowed in the bill for collection for receipt of payment shall be considered a breach under BT9.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date allowed 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 higher of the Current Value of Funds Rate or the Prompt Payment 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.

SAMPLE

(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.

BT5.0—TRANSPORTATION FACILITIES

BT5.1 Authorization. Purchaser is authorized to construct and maintain roads, bridges, and other transportation facilities, as needed for harvesting Included Timber on National Forest and other lands where Forest Service has such authority. As used in this contract "construct" includes "reconstruct."

Location and construction of Specified Roads shall be in accordance with BT5.2. Unless otherwise provided herein, construction may be progressive during this contract. Maintenance shall be governed by BT5.3. The location and clearing widths of all Temporary Roads or facilities shall be agreed to in writing before construction is started. "Temporary Roads" are roads other than Specified Roads that are constructed by Purchaser for the purpose of harvesting Included Timber.

Purchaser is authorized to cut and use for construction without charge construction timber designated by agreement.

BT5.11 Requirements of Rights-of-Way. Purchaser's road construction and use of rights-of-way identified in attached list or CT5.11 shall be confined to rights-of-way and limited by the related easements and stipulations, if any, unless Purchaser makes other arrangements that will not infringe upon or adversely affect the grantee's rights. Easements or right-of-way documents are available in the offices of the Forest Supervisor and District Ranger.

BT5.12 Use of Roads by Purchaser. Except as provided herein, Purchaser is authorized to use existing National Forest system roads and Specified Roads listed in AT7, when Forest Service determines that such use will not cause damage to the roads or National Forest resources.

If Purchaser's use of an existing temporary or National Forest system road, not listed in AT7, cannot be satisfactorily accommodated without reconstruction, Purchaser shall be authorized to use such road upon agreement as to the minimum reconstruction work that Purchaser shall perform before hauling. When appropriate, such road shall be included in AT7 as an alternate facility under BT5.26.

CT5.12 lists existing roads shown on Sale Area Map that for such reasons as limitations in structural capacity, safety, and protection of soil, water, and roads:

(a) Cannot be used for log hauling or

(b) May be used only under the restrictive limitations stated therein.

BT5.2 Specified Roads. "Specified Roads" are roads, including related transportation facilities and appurtenances, shown on Sale Area Map and listed in AT7. Purchaser shall construct Specified Roads used under this contract. Construction initiated by Purchaser on any such Specified Road shall be completed to an agreed terminus that meets Purchaser's needs and prevents unnecessary impact on National Forest resources. Construction to such terminus shall be in full accordance with Plans and specifications and the Schedule of Items identified in AT7 or specifications attached hereto, except for agreed adjustments needed to accommodate such terminus. The "Schedule of Items" is a list and description of construction items, quantities, units of measure, methods of measurement, unit price, and total amount. Forest Service shall revise the Schedule of Items to show the estimated cost for the portion constructed to the revised terminus as a separate segment.

A Temporary Road shall not be constructed substantially on the location for a Specified Road, except by agreement.

In event of agreed substitution or revision of construction design, specifications, or performance responsibility under BT5.212, BT5.25, BT5.26, or CT5.215, AT7 shall be modified. If Purchaser does not need a Specified Road or a portion of a Specified Road for harvesting Included Timber and the Specified Road is not constructed, the deletion of the road or road segment will be a mutually agreed Design Change and Timber Sale Account will be adjusted for the reduction in cost, as provided in BT5.25.

References in the contract to specifications, standards, or test methods adopted by the American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), General Services Administration (GSA), or other recognized national technical associations shall mean specifications, standards, or test methods, including interim or tentative issues, that are in effect on the date of timber sale advertisement.

BT5.21 Engineering. Forest Service completed survey and design for Specified Roads prior to timber sale advertisement, unless otherwise shown in AT8 or

SAMPLE

Purchaser survey and design are specified in AT7. On those roads for which Forest Service completes the design during the contract, the design quantities shall be used as the basis for revising estimated costs stated in the Schedule of Items and adjusting Timber Sale Account.

Forest Service engineering shall be completed according to the schedule in AT8. Should Forest Service be unable to perform the designated survey and design by the completion date or other agreed to time, upon written agreement, Purchaser shall assume responsibility for such work. In such event, Contracting Officer shall revise:

(a) AT7 to show Purchaser's performance responsibility.

(b) The Schedule of Items to include costs of survey and design, as provided under BT5.24, and adjust Timber Sale Account, as provided in BT5.25. Forest Service shall calculate such costs, using unit rates comparable with those used in the Schedule of Items.

Purchaser shall furnish a schedule to Forest Service of specific dates for the start of construction. The schedule of construction shall be submitted to Forest Service for approval within 60 days after contract award and prior to beginning work. Purchaser's construction schedule shall reflect Forest Service survey and design completion dates. Forest Service may agree to Purchaser's request for an alternate date for starting construction.

Purchaser shall perform survey, design, and construction staking of Specified Roads to be engineered by Purchaser in accordance with specifications attached hereto. Based upon the quantities developed by such design, as approved by Forest Service, Contracting Officer shall revise the estimated costs stated in the Schedule of Items and adjust Timber Sale Account. The methods of computing such revised costs shall be consistent with the methods that would have been used had the engineering been performed prior to timber sale advertisement.

BT5.211 Contract Plans. "Plans" are documents that show location, details, and dimensions of the work to be performed. On any of the contract Plans where a portion of the work is drawn out and the remainder is shown in outline, the parts drawn out shall apply to all other like portions of the work.

"Shop Drawings" include drawings, diagrams, layouts, schematics, descriptive literature, illustrations, lists or tables, performance and test data, and similar materials furnished by Purchaser to explain in detail specific portions of the work required by the contract. Purchaser shall submit a minimum of five (5) sets of required Shop Drawings to Forest Service, three (3) sets of which will be retained by Forest Service. Shop Drawings shall not exceed 24 inches by 36 inches in size. Approval or rejection and date will be noted or stamped on each set. Unless agreed otherwise, Forest Service shall approve or reject the Shop Drawings within 10 days of submission. Such approval of the Shop Drawings shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. If the Shop Drawings are rejected, Purchaser must make the noted revisions and resubmit the Shop Drawings.

A change in the amount of construction work that exceeds construction tolerances specified in the specifications identified in AT7 caused by a Forest Service error in construction staking shall be treated as a Design Change. When incompatible situations arise between Plans, specifications, and actual conditions on the ground, Purchaser shall make corrections pursuant to BT5.253.

BT5.212 Construction Staking. Purchaser shall avoid careless or negligent damage to construction stakes, flags, or marks. If such damage occurs, Purchaser shall be required to replace stakes necessary to construction. Purchaser's replacement staking shall be approved by Forest Service. Alternatively, upon Purchaser's request, Contracting Officer may agree to perform such work under BT4.218.

When AT7 shows that construction stakes are to be set by Forest Service after clearing, Purchaser shall submit to Forest Service a written schedule for clearing, construction staking, and construction that will provide Forest Service a reasonable period for setting construction stakes. Time for setting construction stakes may be modified by written agreement.

If Forest Service performs construction staking for Specified Roads, timing of such staking shall permit Purchaser's clearing and other construction activity to proceed without hindrance or delay, provided Purchaser's construction activity is reasonably consistent with needs identified in Purchaser's Operating Schedule or amendments thereto.

Should Forest Service be unable to perform construction staking in such reasonable period, upon written agreement, Purchaser shall assume the responsibility for construction staking for agreed upon portions of Specified Roads. In such event, Contracting Officer shall revise:

(a) AT7 to show Purchaser's performance responsibility.

(b) The Schedule of Items to include costs of construction staking, as provided under BT5.24, and adjust Timber Sale Account, as provided in BT5.25. Forest Service shall calculate such costs, using unit rates comparable with those used in the Schedule of Items.

BT5.22 Material Delivery. Within 60 days after award date, Purchaser shall provide Forest Service a written schedule showing the desired delivery dates of any material to be supplied by Forest Service. With reasonable notice, schedule may be amended by agreement. Forest Service agrees to make delivery within 15 days after the scheduled delivery dates that are at least 60 days after the schedule is submitted, unless prevented by causes beyond control of Forest Service.

If Purchaser does not provide Forest Service the written schedule within the period provided in this Subsection, Forest Service agrees to make delivery within 90 days after a late schedule is submitted, unless

SAMPLE

prevented by causes beyond control of Forest Service. After delivery to and written receipt by Purchaser, Purchaser is responsible for installation of needed material and for any loss of or damage to such material due to Purchaser's negligence prior to installation or return of unused material to Forest Service.

At Purchaser's option, Forest Service deliveries shall be to Purchaser's storage area, as agreed, or to the nearest practicable point to the job site along existing roads. Unused material shall be returned to Forest Service at location of delivery, unless agreed otherwise.

BT5.23 Use of Partially Constructed Roads. Unless Contracting Officer determines that there is justification under existing conditions and ground conditions permit hauling without undue damage, portions of Specified Roads shall be Substantially Completed prior to their use for hauling timber. When necessary to facilitate construction and protect bridges and roads from damage, timber felled in construction and timber logged directly to the road from areas immediately adjacent thereto may be hauled before road construction is Substantially Completed. Such hauling shall be confined to periods when abnormal soil erosion and damage to National Forest lands will not result.

"Substantially Completed" means:

(a) Completion of grading and installation of drainage structures so they will function effectively and

(b) Laying the specified depth of base course, if any.

No more than half of Included Timber to be hauled over such portions of road shall be hauled until the base course has been applied.

Unless agreed otherwise, specified reconstruction shall be completed on any portion of road prior to hauling on that portion.

BT5.24 Estimated Cost. Estimated costs by construction phases for Specified Roads listed in AT7 are stated by segments in the Schedule of Items. Such estimated costs are subject to adjustment under BT3.3, BT5.2, BT5.21, BT5.212, BT5.25, and BT5.26. Appropriately adjusted costs shall be made a part of a revised Schedule of Items and shown as adjustments to Timber Sale Account. The revised Schedule of Items shall supersede any prior Schedule of Items when it is dated and signed by Contracting Officer and a copy is furnished to Purchaser.

BT5.25 Construction Cost Adjustment. Contracting Officer, as provided in BT5.21, BT5.212, BT5.251, BT5.252, and BT5.253, shall adjust Specified Road construction cost estimates in the Schedule of Items and show the adjustments as credits or debits to Timber Sale Account in the month when the road segment is accepted.

BT5.251 Variation in Quantities. (a) This Item applies only to differences between quantities shown in the Schedule of Items and measured quantities actually constructed and accepted that are not covered under BT5.252 or BT5.253. Only changes in quantities where other than contract quantity or lump sum is specified in the Schedule of Items are subject to this Item.

(b) Adjustments to the Specified Road construction cost for variation in quantities shall be computed at unit rates established in the Schedule of Items for units of work actually constructed and measured in accordance with specified method of measurement shown in the Schedule of Items and described in the specifications identified in AT7, except that:

(i) When quantity of authorized work performed or material furnished by Purchaser, under any item shown in the Schedule of Items and covered by this Item, is more than 115 percent of original quantity, use Current Unit Rates to calculate the adjustment for that portion of work above 115 percent of original quantity.

(ii) When quantity of authorized work performed or material furnished by Purchaser, under any item shown in the Schedule of Items and covered by this Item, is less than 85 percent of original quantity, Forest Service shall make a revised estimate of cost for such work. Any revised estimate shall use the same procedures as those used in original estimates using rates comparable to those used in computing the most recent cost estimate for the timber sale. The revised cost estimate shall take into account any increase or decrease in unit rates that results from a reduction in quantity of work.

(c) "Current Unit Rates" are Forest Service estimates of the unit rates for doing the work at the time the adjustment is approved.

BT5.252 Physical Change. (a) Forest Service shall adjust the Specified Road construction cost if, prior to acceptance under BT6.36, a physical change, caused by a single event and not due to negligence of Purchaser, results in an increase or decrease in work and/or materials furnished by Purchaser involving additional estimated cost of:

(i) More than $10,000 or

(ii) More than 10 percent of total Specified Road construction cost, whichever is less.

(b) Increases to the Specified Road construction cost shall include cumulative estimated costs of repairing damage from things such as slides, washouts, landslips, and fire. Plans and specifications shall be revised when necessary to meet new conditions. Quantities of work and/or materials determined from such revised Plans and specifications, together with estimated quantities of work and/or materials abandoned, shall be the basis for the revised Specified Road construction cost.

(c) Forest Service shall determine difference in quantities for portions of Specified Road affected by physical change by comparing most recent previous quantities with total of:

(i) Estimated quantities actually constructed prior to physical change, including work abandoned, and

(ii) Estimated quantities to be constructed following physical change.

(d) Forest Service shall calculate the amount of increase to the Specified Road construction cost by applying:

SAMPLE

(i) Current Unit Rates to differences when quantities increase and

(ii) Unit rates comparable to those used in computing most recent cost estimate for the timber sale when quantities decrease.

(e) When quantity of authorized work to be performed or material furnished by Purchaser, under any item shown in the Schedule of Items, is reduced to less than 85 percent of original quantity, Forest Service shall make a revised estimate of cost for such work and adjust the Specified Road construction cost. Any revised estimate shall use the same procedures as those used in the original estimates using rates comparable to those used in the most recent cost estimate for the timber sale. The revised estimate shall take into account any increase or decrease in unit rates that results from a reduction in quantity of work.

BT5.253 Design Change. (a) "Design Change" is a change in work and/or materials shown in the Schedule of Items and described in Plans or specifications that has been mutually agreed to in writing or ordered by Contracting Officer. Changes of a minor nature (such as adjustment in horizontal and vertical alignment, that do not exceed specified tolerance, necessary to maintain or balance earthwork quantities substantially as designed) and variation in quantities, as described in BT5.251, shall not be considered Design Changes.

(b) Additions, deletions, or changes in types or diameter of culverts shown in Plans and changes in designated water sources shown on Plans shall be considered Design Changes.

(c) Forest Service may, by written notice from Contracting Officer, order changes in work to be performed and/or materials to be furnished by Purchaser within general scope of the contract. Such work shall:

(i) Be due to differences between anticipated and actual field conditions,

(ii) Be necessary to construct Specified Roads to design standards, or

(iii) Be necessary to assure stability of Specified Roads.

(d) In addition, Contracting Officer may include work to protect resource values in ordered Design Changes. Such work must be related to construction of Specified Roads and be necessary to prevent damage to soil and water values immediately tributary to Specified Roads. Other Design Changes may be made by mutual written agreement.

(e) Forest Service shall revise Plans and specifications as necessary to meet new conditions. Quantities of work and/or materials determined from such revised Plans and specifications, together with quantities of work and/or materials abandoned, shall be the basis for adjusting the Specified Road construction cost.

(f) Forest Service shall determine the difference in quantities for the portion of Specified Road affected by Design Change by comparing the most recent previous quantities with the total of:

(i) Estimated quantities actually constructed prior to Design Change and

(ii) Estimated quantities to be constructed following Design Change.

(g) Calculate the amount of adjustment to the Specified Road construction cost by applying:

(i) Current Unit Rates to difference when quantities increase and

(ii) Unit rates comparable to those used in computing most recent cost estimates of the timber sale when quantities decrease.

(h) When quantity of authorized work to be performed or material furnished by Purchaser, under any item shown in the Schedule of Items, is reduced to less than 85 percent of original quantity, Forest Service shall make a revised estimate of cost of such work and adjust the Specified Road construction cost. Any revised estimate shall use the same procedures as those used in original estimates using rates comparable to those used in the most recent cost estimate for the timber sale. The revised estimate shall take into account any increase or decrease in unit rates that results from a reduction in quantity of work.

BT5.26 Alternate Facilities. If under Purchaser's Operating Schedule, roads needed for the removal of Included Timber differ substantially from Specified Roads, other roads may be added to AT7. Contracting Officer shall assure that road routing, location, design, and needed easements will make such other roads acceptable as parts of the National Forest transportation facilities. Purchaser shall provide survey, design, and construction staking for such other roads.

Based on design quantities from such engineering, Forest Service shall estimate Specified Road construction costs of alternate facilities, using methods consistent with those used in the original computation of the Schedule of Items. If Specified Road construction costs for acceptable alternate facilities are less than the estimated costs of facilities listed in the original Schedule of Items that Purchaser does not construct, Timber Sale Account shall be adjusted by Forest Service to reflect the reduction in costs. In event of rate redetermination under BT3.3, such allowed costs shall be the redetermined estimated costs of facilities listed in the original Schedule of Items that Purchaser does not construct.

BT5.27 Temporary Credit for Unamortized Specified Road Construction Cost. When, under BT8.33, Contracting Officer orders a delay or interruption of Purchaser's Operations for more than 30 days when scheduled operations would be occurring but for the order, the Contracting Officer shall credit the unamortized cost of Specified Roads to Purchaser's Timber Sale Account, upon the written request of Purchaser or at the discretion of Contracting Officer. The amount credited to Purchaser shall be limited to stumpage paid above Base Rates.

Any Specified Road construction cost credited to Purchaser pursuant to this Subsection may be refunded or transferred at the request of Purchaser. However, if Purchaser has outstanding debt owed the United States,

SAMPLE

Contracting Officer must apply the amount of credit that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act of 1996, as amended.

Upon written notice from Contracting Officer that the basis for the delay or interruption no longer exists, Purchaser shall pay for timber a per unit amount, in addition to Current Contract Rates, that is equal to the amount credited to Purchaser's Timber Sale Account divided by 80 percent of the estimated remaining volume of the contract, until the full amount credited to Purchaser has been returned.

BT5.3 Road Maintenance. Purchaser shall maintain roads, commensurate with Purchaser's use, in accordance with Road Maintenance Requirements in CT5.31 and the Road Maintenance Specifications. Performance of road maintenance work by Purchaser may be required prior to, during, or after each period of use. The timing of work accomplishment shall be based on Purchaser's Operating Schedule under BT6.31.

When two or more commercial users are simultaneously using the same road where Forest Service is not requiring maintenance deposits, the commercial users will develop maintenance responsibilities and arrangements for accomplishing the work. Forest Service must agree to this plan. If the commercial users cannot agree on maintenance responsibilities, Forest Service shall resolve the differences.

If Purchaser elects to use different roads than those listed in CT5.31, Forest Service shall determine Purchaser's commensurate share of road maintenance and revise road maintenance deposits in CT5.32.

If Forest Service cannot perform its full commensurate share of road maintenance, Forest Service shall make a cash payment to Purchaser for performance of such work.

Unless agreed in writing, prehaul maintenance shall be completed on any portion of road prior to hauling on that portion. Maintenance, as used in this contract, does not include road reconstruction or repairs of an extraordinary nature.

BT5.4 Use by Others. Forest Service shall have the right to use any road constructed by Purchaser under this contract for any and all purposes in connection with the protection and administration of the National Forest. Other parties, in connection with the logging of tributary National Forest timber, may use roads constructed by Purchaser hereunder when Contracting Officer determines that such use will not materially interfere with Purchaser's Operations. Third party use shall be contingent upon Contracting Officer determining, and third party agreeing to pay, a fair share of maintenance cost commensurate with such commercial use.

Unless otherwise provided in CT5.4, Forest Service shall authorize other uses of roads constructed by Purchaser hereunder only if:

(a) Contracting Officer makes appropriate arrangements to relieve Purchaser of related maintenance costs commensurate with such other uses and

(b) Such other uses will not materially interfere with Purchaser's Operations.

Where Purchaser reconstructs a road having established use, Purchaser's use during reconstruction and thereafter shall be such as to reasonably accommodate such established use. Contracting Officer shall ensure that other users do not materially interfere with Purchaser's right to use such reconstructed road.

BT6.0—OPERATIONS

BT6.1 Representatives. Unless otherwise agreed, Purchaser shall designate, in writing, a representative who is authorized to receive notices in regard to performance under this contract and take related action. In no case shall Purchaser designate any representative to this contract who is currently debarred, proposed for debarment, or suspended by the Federal Government. Purchaser's representative shall provide a copy of the contract to Purchaser's field supervisor and persons authorized to assume responsibilities in the field supervisor's absence. Prior to initial operations and after shutdowns of 10 days or more, Purchaser's representative shall notify Forest Service 2 days, excluding weekends and Federal holidays before any operations begin on Sale Area.

Purchaser's representative shall designate, in writing, a field supervisor, one of whose responsibilities shall be on-the-ground direction and supervision of Purchaser's Operations. The field supervisor shall be readily available to the area of operations when operations are in progress and shall be authorized to receive notices in regard to performance under this contract and take related action. The responsibilities of the field supervisor shall include the safeguarding of National Forest resources and performance within the terms of the contract. Purchaser representative will furnish Forest Service with names of persons authorized to assume responsibilities in field supervisor's absence. Such delegations may be made a part of Purchaser's annual Operating Schedule under BT6.31.

Unless Contracting Officer designates another Forest Service representative and notifies Purchaser in writing, the District Ranger is the representative of Forest Service. Forest Service representative shall:

(a) Receive notice in regard to performance under this contract,

(b) Take action in relation to this contract, and

(c) Be readily available to the area of construction and logging operations.

Contracting Officer or Forest Service representative shall designate other on-the-ground representatives in writing along with their specific contractual responsibilities and authority. Representatives with authority delegated in writing are the only Forest Service personnel authorized to provide notice or take related actions under the contract. Such delegation shall be made within 30 days of receipt of Purchaser's Plan of Operations.

BT6.11 Notices. Notices by either party as to action taken or to be taken by the other respecting this contract shall be made in writing to the other party's designated representative.

SAMPLE

BT6.2 Improvements. Purchaser is authorized to construct on National Forest land, buildings, facilities, and other improvements needed to log Included Timber. Such construction shall be located where approved in writing by Forest Service and shall be constructed and used in a manner that will protect National Forest values.

Purchaser shall comply with the rules and regulations governing the operation of premises that are occupied and shall perform the contract in a manner that will not interrupt or interfere with the conduct of Forest Service business.

Forest Service shall grant written permission before any camp, quarry, borrow pit, storage, or service area, other than as shown on Plans, is opened or operated on National Forest land or administered lands. A camp is interpreted to include the campsite or trailer parking area of any employee, agent contractor, Subcontractor or their employees or agents working on the project for Purchaser. Such permission, if granted, shall be without charge to Purchaser.

BT6.21 Removal. Unless Forest Service authorizes continued use, Purchaser shall remove or dispose of all improvements when no longer needed. Should Purchaser fail to remove or dispose of improvements within 6 months after Termination Date, Forest Service may dispose of improvements at Purchaser's expense under BT9.5 or may, upon written notice to Purchaser, assume title to improvements in the name of the United States. In the latter event, Purchaser shall not be required to remove such improvements.

BT6.22 Protection of Improvements. So far as practicable, Purchaser shall protect Specified Roads and other improvements (such as roads, trails, telephone lines, ditches, and fences):

(a) Existing in the operating area,

(b) Determined to have a continuing need or use, and

(c) Designated on Sale Area Map.

Purchaser shall keep roads and trails needed for fire protection or other purposes and designated on Sale Area Map reasonably free of equipment and products, slash, and debris resulting from Purchaser's Operations. Purchaser shall make timely restoration of any such improvements damaged by Purchaser's Operations and, when necessary because of such operations, shall move such improvements, as specified in CT6.22.

BT6.221 Protection of Improvements Not Owned by Forest Service. Forest Service will notify all utility companies, or other parties affected, and make arrangements for all necessary adjustments of the public utility fixtures, pipelines, and other appurtenances likely to be affected by Purchaser's Operations.

When Purchaser's Operations are adjacent to properties of railway, telephone, or power companies, or other property, work shall not begin until Purchaser has identified actions necessary to prevent damage.

Purchaser shall cooperate with the owners of any underground or overhead utility lines in their removal and/or rearrangement operations in order that these operations may progress in a reasonable manner, utility duplication or rearrangement work may be reduced to a minimum, and services shall not be unnecessarily interrupted.

In the event of interruption to utility services because of accidental breakage or as a result of lines being exposed or unsupported, Purchaser shall promptly notify the proper authority and shall cooperate with that authority in the restoration of service until the service is restored.

When materials are to be hauled across the tracks of any railway, Forest Service will make arrangements with the railroad for the use of any existing crossing or for any new crossing required. Purchaser shall make arrangements for use of alternate crossings. All construction work to be performed by Purchaser on the railroad right-of-way shall not damage railroad company's property.

BT6.222 Protection of Property. In construction and reconstruction of Specified Roads, Purchaser shall not unnecessarily remove, deface, injure, or destroy trees, shrubs, or other natural features, unless specifically authorized. To the extent practicable, Purchaser shall confine operations to within the clearing limit or other areas designated in the contract and prevent the depositing of rocks, excavated materials, stumps, or other debris outside these limits.

Material that falls outside these limits shall be retrieved, disposed of, or incorporated in the work to the extent practicable and necessary to protect adjacent resource values, unless otherwise agreed.

BT6.23 Protection of Land Survey Monuments. Forest Service shall appropriately designate on the ground all known survey monuments, section corners, and other corner accessories. Forest Service shall post identifying signs on two sides of each known bearing tree.

Forest Service shall arrange protective or perpetuate action that does not cause unnecessary delay to Purchaser in authorized clearings, such as Clearcutting Units and road construction, and in other instances where damage to monuments, section corners, and other corner accessories is unavoidable.

Purchaser shall protect all known survey monuments, witness corners, reference monuments, and bearing trees against avoidable destruction, obliteration, or damage during Purchaser's Operations. If any known monuments, corners, or accessories are destroyed, obliterated, or damaged by Purchaser's Operations, Purchaser shall hire the appropriate county surveyor or a registered land surveyor to reestablish or restore at the same location the monuments, corners, or accessories. Such surveyors shall use procedures in accordance 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 in accordance with State law for others. Purchaser shall record such survey in appropriate county records.

BT6.24 Protection Measures Needed for Plants, Animals, Cultural Resources, and Cave Resources. (a) Areas, known by Forest Service prior to timber sale advertisement, needing special measures for the protection of plants, animals, cultural resources, and/or cave resources are shown on Sale Area Map

SAMPLE

and/or identified on the ground, and shall be treated as follows:

(i) Unless agreed otherwise, wheeled or track laying equipment shall not be operated in areas identified as needing special measures except on roads, landings, tractor roads, or skid trails approved under BT5.1 or BT6.422. Purchaser may be required to backblade skid trails and other ground disturbed by Purchaser's Operations within such areas in lieu of cross ditching required under BT6.6. Additional special protection measures needed to protect such known areas are identified in CT6.24.

(ii) Unless agreed otherwise, trees will not be felled into areas identified as needing special measures.

(iii) Purchaser shall conduct operations in a manner that does not damage or disturb identified areas. In the event that protective measures identified by the Forest Service are for any reason inadequate, Contracting Officer may delay or interrupt Purchaser's operations, under this Contract, and/or modify this Contract pursuant to BT8.33.

(iv) Purchaser shall immediately notify the Forest Service if its operations disturb or damage any area identified as needing special protection, and shall immediately halt its operations in the vicinity of such area until the Forest Service authorizes continued operations. In the event that Purchaser's operations disturb or damage an area identified as needing special protection, then Purchaser shall reimburse the Forest Service for the full cost and expense of any evaluative and remedial measures undertaken by the Forest Service in connection with such disturbance or damage. Such payment shall not relieve Purchaser from civil or criminal liability under applicable law.

(b) Nothing contained in this Subsection shall establish, or be deemed to establish any express or implied warranty on the part of the Forest Service (i) that the Forest Service has identified all areas within the Sale Area requiring special protection, or (ii) that measures prescribed by the Forest Service for protection of such areas are adequate.

(c) Following sale advertisement, additional areas needing special measures for protection may be discovered or identified; protective measures may be revised or newly prescribed; and, additional species of plants and/or animals may be added to federal lists of protected species. In such event, Contracting Officer may delay or interrupt Purchaser's operations, under this Contract, and/or modify this Contract pursuant to BT8.33.

(d) Discovery, by either the Purchaser or the Forest Service, of additional areas, resources, species, or members of species needing special protection shall be promptly reported to the other party.

BT6.3 Control of Operations. Under this contract, "Purchaser's Operations" shall include activities of or use of equipment of Purchaser, Purchaser's employees, agents, contractors, Subcontractors, or their employees or agents, acting in the course of their employment in operations hereunder on National Forest lands or within Forest Service protection boundary (unless acting under the immediate supervision of Forest Service).

Purchaser's Operations shall be conducted in a workmanlike and orderly manner. The timing of required Forest Service designation of work on the ground and the performance of other Forest Service work shall not be such as to cause unnecessary delay to Purchaser.

"Release for Cutting" is written authorization to Purchaser to begin cutting in a Payment Unit. Upon Purchaser's request for release of a Payment Unit, Forest Service shall either:

(a) Give tentative approval and bill Purchaser as necessary under BT4.21 or

(b) Reject the request, stating reasons for rejection.

When payment or payment guarantee has been confirmed, Forest Service shall issue Release for Cutting within 10 days. Purchaser shall not cut timber in any Payment Unit until it is Released for Cutting.

BT6.31 Operating Schedule. Purchaser shall, before commencing operations, provide in writing an annual Operating Schedule of anticipated major activities and needs for logging Included Timber, such as logging, road maintenance, and construction, including construction staking under BT5.212 and material delivery under BT5.22. Upon reasonable notice to Forest Service, such schedule shall be subject to modifications necessitated by weather, markets, or other unpredictable circumstances.

Subject to BT6.6 and when the requirements of BT6.66 are met, Purchaser's Operations may be conducted outside Normal Operating Season. "Normal Operating Season" is the period(s) beginning and ending on the dates stated in AT13 of any year.

BT6.311 Plan of Operations. For timber sales with 2 or more years between award date and Termination Date, within 60 days of final award of contract, Purchaser shall furnish Forest Service a written general Plan of Operations that shall be in addition to the annual Operating Schedule required under BT6.31. The Plan of Operations shall set forth planned periods for and methods of road construction, timber harvesting, and completion of slash disposal, erosion control measures, and other contractual requirements. Forest Service written approval of the Plan of Operations is prerequisite to commencement of Purchaser's Operations. Purchaser may revise this Plan of Operations when necessitated by weather, markets, or other unpredictable circumstances, subject to approval of Contracting Officer. In the event of delays beyond the control of Purchaser that qualify for Contract Term Adjustment, the Plan of Operations shall be adjusted by mutual agreement to accommodate the adjusted contract period.

BT6.312 Plan of Operations for Road Construction. Annually, prior to start of construction, Purchaser shall submit a supplement to the Plan of Operations that shall include a schedule of proposed progress and a description of planned measures to be taken to provide erosion control for work in progress, including special measures to be taken on any segments of construction not Substantially Completed prior to periods of seasonal precipitation or runoff. Purchaser shall submit a

SAMPLE

revised schedule when Purchaser proposes a significant deviation from the progress schedule.

Prior to beginning construction on any portion of Specified Roads identified as sensitive on Plans, Purchaser and Forest Service shall agree on proposed method of construction.

BT6.32 Protection of Residual Trees. Purchaser's Operations shall not unnecessarily damage young growth or other trees to be reserved.

BT6.33 Safety. Purchaser's Operations shall facilitate Forest Service's safe and practical inspection of Purchaser's Operations and conduct of other official duties on Sale Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees.

In the event that Contracting Officer identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract shall be modified and Purchaser may request an adjustment in Current Contract Rates to compensate for the changed conditions.

Unless otherwise agreed in writing, when Purchaser's Operations are in progress adjacent to or on Forest Service controlled roads and trails open to public travel, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the user with adequate warning of hazardous or potentially hazardous conditions associated with Purchaser's Operations. Purchaser and Forest Service shall agree to a specific Traffic Control Plan for each individual project prior to commencing operations. Devices shall be appropriate to current conditions and shall be covered or removed when not needed. Except as otherwise agreed, flagmen and devices shall be as specified in the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) and as shown on Plans, Sale Area Map, Traffic Control Plan, or in specifications attached hereto.

BT6.34 Sanitation and Servicing. Purchaser shall take all reasonable precautions to prevent pollution of air, soil, and water by Purchaser's Operations. If facilities for employees are established on Sale Area, they shall be operated in a sanitary manner. In the event that Purchaser's Operations or servicing of equipment result in pollution to soil or water, Purchaser shall conduct cleanup and restoration of the polluted site to the satisfaction of Forest Service.

Purchaser shall maintain all equipment operating on Sale Area in good repair and free of abnormal leakage of lubricants, fuel, coolants, and hydraulic fluid. Purchaser shall not service tractors, trucks, or other equipment on National Forest lands where servicing is likely to result in pollution to soil or water. Purchaser shall furnish oil-absorbing mats for use under all stationary equipment or equipment being serviced to prevent leaking or spilled petroleum-based products from contaminating soil and water resources. Purchaser shall remove from National Forest lands all contaminated soil, vegetation, debris, vehicle oil filters (drained of free-flowing oil), batteries, oily rags, and waste oil resulting from use, servicing, repair, or abandonment of equipment.

BT6.341 Prevention of Oil Spills. If Purchaser maintains storage facilities for oil or oil products on Sale Area, Purchaser shall take appropriate preventive measures to ensure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States.

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

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

BT6.342 Hazardous Substances. Purchaser shall notify the National Response Center and Contracting Officer of all releases of reportable quantities of hazardous substances on or in the vicinity of Sale Area that are caused by Purchaser's employees, agents, contractors, Subcontractors, or their employees or agents, directly or indirectly, as a result of Purchaser's Operations, in accordance with 40 CFR 302.

BT6.35 Equipment Cleaning. (a) Areas, known by Forest Service prior to timber sale advertisement, that are infested with invasive species of concern are shown on Sale Area Map. A current list of invasive species of concern and a map showing the extent of known infestations is available at the Forest Supervisor's Office. 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.

(b) Purchaser shall adhere to the following requirements with regard to cleaning "Off-Road Equipment":

(i) Prior to moving Off-Road Equipment onto the Sale Area, Purchaser shall identify the location of the equipment's most recent operation. Purchaser shall not move any Off-Road Equipment that last operated in an area infested with one or more invasive species of concern onto Sale Area without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and having notified Forest Service, as provided in (iii). If the location of prior operation cannot be identified, then Purchaser shall assume that the location is infested with invasive species of concern.

(ii) Prior to moving Off-Road Equipment from a cutting unit that is shown on Sale Area Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species of

SAMPLE

concern, or infested with a different invasive species, Purchaser shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify the Forest Service, as provided in (iii).

(iii) Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Purchaser shall advise Forest Service of its cleaning measures and make the equipment available for inspection. Forest Service shall have 2 days, excluding weekends and Federal holidays, to inspect equipment after it has been made available. After satisfactory inspection or after such 2 day period, Purchaser may move the equipment as planned. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. Purchaser shall not be required to disassemble equipment unless so directed by the Forest Service after inspection.

(iv) If Purchaser desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to, or through an area that is free of invasive species of concern, Purchaser shall obtain prior approval from Contracting Officer as to the location for such cleaning and measures, if any, for controlling impacts.

(v) Contracting Officer may order delay, interruption, or modification of this Contract pursuant to BT8.33.

(c) Nothing contained in this Subsection shall be interpreted as creating any warranty on the part of the Forest Service that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, Contracting Officer may order delay, interruption, or modification of this Contract pursuant to BT8.33.

(d) The parties shall promptly communicate with one another with respect to description or designation of additional locations; discovery of locations of new species or new infestation; and, addition of species to the list of invasive species of concern.

BT6.36 Acceptance of Work. Upon Purchaser's written request and assurance that work has been completed, Forest Service shall perform an inspection within 5 days, excluding weekends and Federal holidays, so as not to delay unnecessarily the progress of Purchaser's Operations. Such a request may be for acceptance of:

(a) Any reasonable portion of Specified Road listed in the Schedule of Items;

(b) Specific requirements on a Payment Unit (such as logging, slash disposal, erosion control, or snag felling); or

(c) All contract requirements on a Payment Unit.

Forest Service may perform such inspections without request from Purchaser.

Within 2 days of inspection, excluding weekends and Federal holidays, Forest Service shall furnish Purchaser with written notice either of acceptance or of work remaining to be done.

In the event that Forest Service is unable to make such inspection within 5 days of Purchaser's request, Purchaser shall be notified in writing of necessity for postponement and time when inspection can be made. The same final approval procedure shall be used at the end of Purchaser's construction period on any completed portion of road.

When all contractual work of Purchaser has been accepted for any Payment Unit or cutting unit identified on Sale Area Map, Payment Unit or cutting unit shall be eliminated from Sale Area on written notice of either party to this contract.

BT6.361 Acceptance of Specified Roads. Specified Road work may be accepted subject to completion of clearing work that does not affect the road structure when completion is delayed for reasons beyond control of Purchaser, such as adverse weather.

Specified Road work may be accepted subject to completion of planting and seeding for soil stabilization when completion is delayed for reasons beyond control of Purchaser, such as seasonal limitations. Purchaser shall complete planting or seeding on such road during the next suitable planting season.

Specified Road work may be conditionally accepted prior to the application of dust palliatives when application is not necessary to prevent dusting of the road surface due to climatic conditions. Purchaser shall apply dust palliative on such roads prior to use during periods when dusting may occur.

Prior to request for final inspection, Specified Road work, roadways, borrow pits, and quarries, occupied and no longer needed by Purchaser in connection with Purchaser's Operations, shall be cleared of all rubbish, excess materials, and temporary structures.

BT6.4 Conduct of Logging. Unless otherwise specifically provided herein, Purchaser shall fell trees designated for cutting and shall remove the portions that meet Utilization Standards, as provided in BT2.2, prior to acceptance of Payment Unit for completion of logging under BT6.36. Forest Service may make exceptions for occasional trees inadvertently not cut or trees or pieces not removed for good reason, including possible damage to forest resources or gross economic impracticability at the time of removal of other timber. Logging shall be conducted in accordance with the following, unless CT6.4 provisions set forth requirements to meet special or unusual logging conditions:

BT6.41 Felling and Bucking. Felling shall be done to minimize breakage of Included Timber and damage to residual timber. Unless agreed otherwise, felling shall be done by saws or shears. Bucking shall be done to permit removal of all minimum pieces set forth in AT2. Purchaser may buck out cull material when necessary to produce pieces meeting Utilization Standards. Such bucked out material shall contain a minimum amount of sound wood, not in excess of the net Measure in percentage of gross Measure, or based on the merchantability factor, whichever is stated in AT2. If necessary to assess

SAMPLE

extent of defect, Purchaser shall make sample saw cuts or wedges.

BT6.411 Felling in Clearings. Insofar as ground conditions, tree lean, and shape of clearings permit, trees shall be felled so that their tops do not extend outside Clearcutting Units, construction clearings, and areas of regeneration cutting.

BT6.412 Stump Heights. Stumps shall not exceed, on the side adjacent to the highest ground, the maximum heights set forth in AT6, except that occasional stumps of greater heights are acceptable when Purchaser determines that they are necessary for safe and efficient conduct of logging. Unless otherwise agreed, Purchaser shall re-cut high stumps so they will not exceed heights specified in AT6 and shall dispose of severed portions in the same manner as other logging debris. The stump heights shown in AT6 were selected with the objective of maximum reasonable utilization of the timber, unless Sale Area Map shows special areas where stump heights are lower for aesthetic, land treatment, or silvicultural reasons.

BT6.413 Limbing. When Forest Service determines it is necessary to minimize damage to the residual stand during skidding, Purchaser shall cut exposed limbs from products prior to skidding. Purchaser may leave uncut those limbs that cannot be cut with reasonable safety.

BT6.42 Skidding and Yarding. Methods of skidding or yarding specified for particular areas, if any, are indicated on Sale Area Map. Outside Clearcutting Units and construction clearings, insofar as ground conditions permit, products shall not be skidded against reserve trees or groups of reproduction and tractors shall be equipped with a winch to facilitate skidding.

BT6.421 Rigging. Insofar as practicable, needed rigging shall be slung on stumps or trees designated for cutting.

BT6.422 Landings and Skid Trails. Location of all landings, tractor roads, and skid trails shall be agreed upon prior to their construction. The cleared or excavated size of landings shall not exceed that needed for efficient skidding and loading operations.

BT6.423 Skidding on Roads. Products may be skidded on permanent roads authorized for hauling under BT5.12 only by prior written agreement.

BT6.424 Arches and Dozer Blades. Unless otherwise specified in CT6.424, skidding tractors equipped with pull-type arches or dozer blades wider than tractor width or C-frame width, whichever is greater, shall not be used in residual timber outside Clearcutting Units and other authorized clearings, except on constructed tractor roads or landings, unless there is written agreement that residual timber will not be damaged materially by such use.

BT6.5 Streamcourse Protection. "Streamcourses" that are subject to provisions of this Section are shown on Sale Area Map. Unless otherwise agreed, the following measures shall be observed to protect Streamcourses:

(a) Purchaser's Operations shall be conducted to prevent debris from entering Streamcourses, except as may be authorized under paragraph (d). In event Purchaser causes debris to enter Streamcourses in amounts that may adversely affect the natural flow of the stream, water quality, or fishery resource, Purchaser shall remove such debris as soon as practicable, but not to exceed 2 days, and in an agreed manner that will cause the least disturbance to Streamcourses.

(b) Culverts or bridges shall be required on Temporary Roads at all points where it is necessary to cross Streamcourses. Such facilities shall be of sufficient size and design and installed in a manner to provide unobstructed flow of water and to minimize damage to Streamcourses. Trees or products shall not be otherwise hauled or yarded across Streamcourses unless fully suspended.

(c) Wheeled or track-laying equipment shall not be operated in Streamcourses, except at crossings designated by Forest Service or as essential to construction or removal of culverts and bridges.

(d) Flow in Streamcourses may be temporarily diverted only if such diversion is necessary for Purchaser's planned construction and Forest Service gives written authorization. Such flow shall be restored to the natural course as soon as practicable and, in any event, prior to a major storm runoff period or runoff season.

BT6.6 Erosion Prevention and Control. Purchaser's Operations shall be conducted reasonably to minimize soil erosion. Equipment shall not be operated when ground conditions are such that excessive damage will result. Purchaser shall adjust the kinds and intensity of erosion control work done to ground and weather conditions and the need for controlling runoff. Erosion control work shall be kept current immediately preceding expected seasonal periods of precipitation or runoff.

If Purchaser fails to do seasonal erosion control work prior to any seasonal period of precipitation or runoff, Forest Service may temporarily assume responsibility for the work and any unencumbered deposits hereunder may be used by Forest Service to do the work. If needed for such work, Purchaser shall make additional deposits on request by Forest Service. Any money deposited or used for this purpose shall be treated as cooperative deposits under BT4.218.

BT6.61 Meadow Protection. Reasonable care shall be taken to avoid damage to the cover, soil, and water in meadows shown on Sale Area Map. Vehicular or skidding equipment shall not be used on meadows, except where roads, landings, and tractor roads are approved under BT5.1 or BT6.422. Unless otherwise agreed, trees felled into meadows shall be removed by endlining. Resulting logging slash shall be removed where necessary to protect cover, soil, and water.

BT6.62 Wetlands Protection. Wetlands requiring protection under Executive Order 11990 are shown on Sale Area Map. Vehicular or skidding equipment shall not be used in such wetlands, except where roads, landings, and tractor roads are approved under BT5.1 or BT6.422. Additional measures needed to protect such areas are provided in CT6.62.

SAMPLE

BT6.63 Temporary Roads. As necessary to attain stabilization of roadbed and fill slopes of Temporary Roads, Purchaser shall employ such measures as outsloping, drainage dips, and water-spreading ditches.

After a Temporary Road has served Purchaser's purpose, Purchaser shall give notice to Forest Service and shall remove bridges and culverts, eliminate ditches, outslope roadbed, remove ruts and berms, effectively block the road to normal vehicular traffic where feasible under existing terrain conditions, and build cross ditches and water bars, as staked or otherwise marked on the ground by Forest Service. When bridges and culverts are removed, associated fills shall also be removed to the extent necessary to permit normal maximum flow of water.

BT6.631 Temporary Roads to Remain Open. To maintain short term access to portions of Sale Area for post-sale treatments and other purposes after a Temporary Road has served Purchaser's purpose, pursuant to BT6.63, Purchaser agrees, that on Temporary Roads designated on Sale Area Map as "Remain Open," to construct cross ditches and water bars, as designated, staked, or otherwise directed by Forest Service, that can be traversed by a normal two-wheel drive pickup truck. On "Remain Open" Temporary Roads, all bridges and culverts shall remain in place and ditches shall not be eliminated. All drainage structures shall be left in functional condition.

BT6.64 Landings. After landings have served Purchaser's purpose, Purchaser shall ditch and slope them to permit water to drain or spread. Unless agreed otherwise, cut and fill banks around landings shall be sloped to remove overhangs and otherwise minimize erosion.

BT6.65 Skid Trails and Fire Lines. Purchaser shall construct cross ditches and water-spreading ditches on tractor roads and skid trails, where staked or otherwise marked on the ground by Forest Service. Forest Service shall designate cross ditching on Purchaser-built fire lines prior to or during construction. By agreement, Purchaser may use other comparable erosion control measures, such as backblading skid trails, in lieu of cross ditching.

BT6.66 Current Operating Areas. Where logging or road construction is in progress but not completed, unless agreed otherwise, Purchaser shall, before operations cease annually, remove all temporary log culverts and construct temporary cross drains, drainage ditches, dips, berms, culverts, or other facilities needed to control erosion.

Such protection shall be provided, prior to end of a Normal Operating Season, for all disturbed, unprotected ground that is not to be disturbed further prior to end of operations each year, including roads and associated fills, tractor roads, skid trails, and fire lines. When weather permits operations after Normal Operating Season, Purchaser shall keep such work on any additional disturbed areas as up to date as practicable.

BT6.67 Erosion Control Structure Maintenance. During the period of this contract, Purchaser shall provide maintenance of soil erosion control structures constructed by Purchaser until they become stabilized, but not for more than 1 year after their construction. Contracting Officer may agree to perform such structure maintenance under BT4.218, if requested by Purchaser, subject to agreement on rates. Purchaser shall not be responsible for repair of such structures damaged by other National Forest users whose activities are not a part of Purchaser's Operations.

BT6.7 Slash Disposal. Purchaser's timing of product removal and preparatory work shall not unnecessarily delay slash disposal. Specific slash disposal measures to be employed by Purchaser are stated in CT6.7 and are in addition to Required Deposits for slash disposal.

BT6.8 Measuring. "Measuring" is the estimation of timber quantities using certain dimensions and applicable volume tables or formulae to determine the contents of trees or stands in a standard manner. Sampling may be on an individual tree or area basis. Examples of standard procedures are tree measurement, sample tree measurement, and area estimate. The quantity of timber designated or to be designated for cutting has been or shall be Measured, as specified in CT6.8.

BT6.81 Product Identification. Before removal from Sale Area, unless Contracting Officer determines that circumstances warrant a written waiver or adjustment, Purchaser shall:

(a) Hammer brand all products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter.

(b) West of the 100th meridian, paint with a spot of highway-yellow paint all domestic processing products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter. Each paint spot must be not less than three (3) square inches in size.

Contracting Officer shall assign brands and, if Sale Area is within a State that maintains a log brand register, brands shall be registered with the State. Purchaser shall use assigned brand exclusively on logs from this sale until Contracting Officer releases brand. Purchaser will furnish and apply highway-yellow paint of a lasting quality (oil-base or equivalent).

All hammer brands and/or highway-yellow paint must remain on logs until they are domestically processed. Purchaser shall replace identifying marks if they are lost, removed, or become unreadable. Purchaser may remanufacture products into different log lengths. Except for logs remanufactured as part of the mill in-feed process immediately before processing, remanufactured products must be rebranded with the assigned timber sale brand and repainted with highway-yellow paint, unless otherwise agreed to in writing by Contracting Officer. For such remanufactured products, Contracting Officer may approve use of a brand to be used exclusively as a catch brand, in lieu of the assigned timber sale brand.

BT6.9 Records. Upon request, Purchaser shall provide access to appropriate annual records in Purchaser's books and accounts to enable Forest Service to obtain and analyze accurate operating costs and selling price data for appropriate use in appraising Federal timber. Operating cost and selling price data shall include that

SAMPLE

applicable for appraising timber obtained from Federal sources in or processed in the Region. Purchaser shall provide access to such data on behalf of subsidiary entities owned or controlled by Purchaser to the extent they participate in harvesting, manufacturing, or marketing timber into products recognized in National Forest timber appraisals in the area. To a like extent, Purchaser shall request in writing Purchaser's contractors and Subcontractors to make such data available to Forest Service.

Information so obtained shall be treated as confidential, as provided in regulations issued by the Secretary of Agriculture (7 CFR 1.12), and shall be available for review by parties from whom such data are obtained.

BT7.0—FIRE PRECAUTIONS AND CONTROL

BT7.1 Plans. Prior to initiating Purchaser's Operations during Fire Precautionary Period, Purchaser shall file with Forest Service a Fire Prevention and Control Plan providing for the prevention and control of fires on Sale Area and other areas of Purchaser's Operations. Such plan shall include a detailed list of personnel and equipment at Purchaser's disposal for implementing the plan. This requirement may be met by preparing a single plan for more than one timber sale.

BT7.2 Fire Precautions. Specific fire precautionary measures listed in CT7.2 shall be applicable during Purchaser's Operations in "Fire Precautionary Period" described in AT9. Contracting Officer may change the dates of Fire Precautionary Period by advance written notice, if justified by unusual weather or other conditions. Required tools and equipment shall be kept in serviceable condition and immediately available for fire fighting at all times during Purchaser's Operations in Fire Precautionary Period.

BT7.21 Substitute Precautions. Forest Service may authorize substitute measures or equipment, or waive specific requirements by written notice, if substitute measures or equipment will afford equal protection or some of the required measures and equipment are unnecessary.

BT7.22 Emergency Precautions. Forest Service may require the necessary shutting down of equipment on portions of Purchaser's Operations, as specified by the emergency fire precautions schedule of CT7.22. Under such conditions, after Purchaser ceases active operations, Purchaser shall release for hire by Forest Service, if needed, Purchaser's shutdown equipment for fire standby on Sale Area or other areas of Purchaser's Operations and personnel for fire standby or fire patrol, when such personnel and equipment are not needed by Purchaser for other fire fighting or protection from fire. Equipment shall be paid for at fire fighting equipment rates common in the area or at prior agreed rates and, if Purchaser requests, shall be operated only by personnel approved by Purchaser. Personnel so hired shall be subject to direction and control by Forest Service and shall be paid by Forest Service at fire fighting rates common in the area or at prior agreed rates.

BT7.3 Fire Control. Purchaser shall, both independently and in cooperation with Forest Service, take all reasonable and practicable action to prevent and suppress fires resulting from Purchaser's Operations and to suppress any forest fire on Sale Area. Purchaser's independent initial fire suppression action on such fires shall be immediate and shall include the use of all necessary personnel and equipment at Purchaser's disposal on Sale Area or within the distance of Sale Area stated in AT10.

BT7.31 Purchaser's Reinforcement Obligations. Whenever an Operations Fire or Negligent Fire, whether on or off Sale Area, or any other forest fire on Sale Area, has not been suppressed by initial action and appreciable reinforcement strength is required, Forest Service may require further actions by Purchaser until such fire is controlled and mopped up to a point of safety. Such actions may include any or all of the following as necessary to fight such fire:

BT7.311 Suspend Operations. To suspend any or all of Purchaser's Operations.

BT7.312 Personnel. To release for employment by Forest Service any or all of Purchaser's personnel engaged in Purchaser's Operations or timber processing within the distance of Sale Area stated in AT10. Any organized crew so hired shall include Purchaser's supervisor, if any. Personnel so employed shall be paid at Forest Service standard emergency fire fighting rates.

BT7.313 Equipment. To make available for Forest Service rental at fire fighting equipment rates common in the area or at prior agreed rates any or all of Purchaser's equipment suitable for fire fighting and currently engaged in Purchaser's Operations within the distance of Sale Area stated in AT10. Equipment shall be operated only by personnel approved by Purchaser, if so requested by Purchaser.

BT7.4 Fire Suppression Costs. Purchaser's obligations for cost of fire suppression vary according to three classifications of fires as follows:

BT7.41 Operations Fire. An "Operations Fire" is a fire caused by Purchaser's Operations other than a Negligent Fire.

Forest Service, except as provided in BT7.3, shall use cooperative deposits under BT4.218 to perform fire suppression activities on Operations Fires. Purchaser agrees to reimburse Forest Service for such cost for each Operations Fire, subject to a maximum of the dollar amount stated in AT11. The cost of Purchaser's actions, supplies, and equipment on any such fire provided pursuant to BT7.3, or otherwise at the request of Forest Service, shall be credited toward such maximum. If Purchaser's actual cost exceeds Purchaser's obligation stated in AT11, Forest Service shall reimburse Purchaser for the excess.

BT7.42 Negligent Fire. A "Negligent Fire" is a fire caused by negligence or fault of Purchaser's Operations, including, but not limited to, one caused by smoking by persons engaged in Purchaser's Operations during the course of their employment, or during rest or lunch periods; or if Purchaser's failure to comply with the requirements of BT7.2 and BT7.3 results in a fire starting or permits a fire to spread. Damages and the cost of suppressing Negligent Fires shall be borne by Purchaser.

SAMPLE

BT7.43 Other Fires on Sale Area. Forest Service shall pay Purchaser, at fire fighting rates common in the area or at prior agreed rates, for equipment or personnel furnished by Purchaser pursuant to BT7.3, or otherwise at the request of Forest Service, on any fire on Sale Area other than an Operations Fire or a Negligent Fire.

BT7.5 State Law. Purchaser shall not be relieved by the terms of this contract of any liability to the United States for fire suppression costs recoverable in an action based on State law, except for such costs resulting from Operations Fires. Amounts due Purchaser for fire fighting expenditures in accordance with BT7.41 shall not be withheld pending settlement of any such claim or action based on State law.

BT7.6 Performance by Contractor. Where Purchaser's employees, agents, contractors, Subcontractors, or their employees or agents perform Purchaser's Operations in connection with fire responsibilities, Purchaser's obligations shall be the same as if performance was by Purchaser.

BT8.0—OTHER CONDITIONS

BT8.1 Title and Liability.

BT8.11 Title Passage. All right, title, and interest in and to any Included Timber shall remain in Forest Service until it has been Measured, removed from Sale Area or other authorized cutting area, and paid for, at which time title shall vest in Purchaser. For purposes of this Subsection, timber in Payment Units Released for Cutting covered by cash deposit or payment guarantee under BT4.3 shall be considered to have been paid for. Title to any Included Timber that has been Measured and paid for, but not removed from Sale Area or other authorized cutting area by Purchaser on or prior to Termination Date, shall remain in Forest Service.

BT8.12 Liability for Loss. If Included Timber is destroyed or damaged by an unexpected event that significantly changes the nature of Included Timber, such as fire, wind, flood, insects, disease, or similar cause, the party holding title shall bear the timber value loss resulting from such destruction or damage; except that such losses caused by insect or disease after felling of timber shall be borne by Purchaser, unless Purchaser is prevented from removing such timber for reasons that would qualify for Contract Term Adjustment. Deterioration or loss of value of salvage timber is not an unexpected event, except for deterioration due to delay or interruption that qualifies for Contract Term Adjustment or under BT8.33.

In the event Included Timber to which Forest Service holds title is destroyed, Purchaser will not be obligated to remove and pay for such timber. In the event Included Timber to which Forest Service holds title is damaged, Contracting Officer shall make an appraisal to determine for each species the difference between the appraised unit value of Included Timber immediately prior to the value loss and the appraised unit value of timber after the loss. Current Contract Rates in effect at the time of the value loss shall be adjusted by differences to become the redetermined rates.

There shall be no obligation for Forest Service to supply, or for Purchaser to accept and pay for, other timber in lieu of that destroyed or damaged. This Subsection shall not be construed to relieve either party of liability for negligence.

BT8.2 Period of Contract. All obligations of Purchaser shall be discharged not later than "Termination Date" stated in AT12, unless it is adjusted pursuant to BT8.21 or BT8.212 or extended pursuant to BT8.23 or BT8.32, excepting only those obligations for which Forest Service has given written permission to delay performance. Such written permission shall be considered a Contract Term Adjustment for the purpose of Purchaser completing performance of obligations covered by such permission.

BT8.21 Contract Term Adjustment. "Contract Term Adjustment" means adjustment only as provided for in the three circumstances described in this Subsection. Under these circumstances, the contract term shall be adjusted in writing to include additional calendar days in one or more Normal Operating Seasons equal to the actual time lost, except as limited by paragraph (b) in this Subsection.

To qualify for such adjustment, Purchaser shall give written notice of the lost time not later than 30 days after end of Normal Operating Season in which time was lost and at least 10 days before Termination Date. Contracting Officer shall make prompt written acknowledgment of such notice, indicating concurrence with the number of days in the notice or the number of days Forest Service considers as qualifying for the adjustment. Lost portions of days shall be disregarded in computing time lost. The three circumstances qualifying for a Contract Term Adjustment are:

(a) Purchaser experiences delay in starting scheduled operations or interruptions in active operations, either of which stops removal of Included Timber from Sale Area through curtailment in felling and bucking, yarding, skidding and loading, hauling, or road construction, as scheduled under BT6.31, for 10 or more consecutive days during a Normal Operating Season due to causes beyond Purchaser's control, including, but not limited to, acts of God, acts of the public enemy, acts of the Government, labor disputes, fires, insurrections, or floods.

(b) Causes described in paragraph (a) substantially affect the disposition or processing of Included Timber during Normal Operating Season through their effects on primary timber processing facilities, with a resulting delay of 60 days or more in use of such facilities. In such event, Contract Term Adjustment shall not extend for more than 12 consecutive months.

(c) (i) Contracting Officer requests Purchaser, in writing, to delay or interrupt operations during the Normal Operating Season for any purpose other than suspension under BT4.4 or BT9.3 or

(ii) Purchaser suffers a delay or interruption of Purchaser's Operations affecting skidding, yarding,

SAMPLE

and loading because of fire emergency closure ordered by Forest Service (or another agency in its behalf), and the total of such lost time is 10 or more days during any Normal Operating Season.

If Termination Date is adjusted, as described in this Subsection, and later extended under BT8.23, the appraisal for the extension shall be made as of the unadjusted Termination Date, but the date on which the new rates become effective, if higher than Current Contract Rates immediately prior to Termination Date, shall be the adjusted Termination Date.

BT8.211 Delay in Reconstruction of Processing Facilities. Notwithstanding the 12-month limitation in BT8.21, if Purchaser demonstrates a diligent effort has been made to replace primary timber processing facilities and that delays in doing so have been beyond Purchaser's control, Contracting Officer may authorize Contract Term Adjustment up to a total of 24 months.

BT8.212 Market-Related Contract Term Addition. 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 AT17. 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. Contracting Officer must receive Purchaser's written request for a market-related contract term addition before the expiration of this contract.

The total amount of contract term addition is limited to the lesser of twice the length of the original contract or 3 years. The revised contract term may not 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 will result from delay.

When a contract is lengthened as a result of market-related contract term addition, any subsequent periodic payment date shall be delayed 1 month for each month added to the contract's term.

BT8.22 Termination for Catastrophe. In event of Catastrophic Damage, this contract may be modified under BT8.32, following rate redetermination under BT3.32, or terminated under this Subsection. Such termination shall not be considered a termination under BT8.34.

BT8.221 Termination by Purchaser. This contract shall be terminated, upon election and written notice by Purchaser, if Catastrophic Damage rate redetermination under BT3.32 shows that the appraised weighted average Indicated Advertised Rate of all Included Timber remaining immediately prior to the catastrophe has been reduced through Catastrophic Damage by an amount equal to or more than the weighted average Current Contract Rate.

"Indicated Advertised Rates" are Forest Service estimates of fair market value of the timber.

BT8.222 Termination by Forest Service. This contract may be terminated by written notice from Contracting Officer, if there is Catastrophic Damage and Purchaser does not agree, under BT8.32, within 30 days of receipt from Contracting Officer of contract modifications proposed to permit the harvest of the catastrophe-affected timber.

BT8.23 Contract Term Extension. "Contract Term Extension" means an extension of the term of this contract, at the request of Purchaser, under this Subsection. This Subsection does not obligate Contracting Officer to grant Contract Term Extension.

When such extension is made, Forest Service shall make an appraisal using standard Forest Service methods and appraisal data in effect 45 days prior to the original Termination Date. Bid Premium Rates shall be added to such appraised rates to establish Flat Rates or Tentative Rates for the extension period. In event rates so established would develop Current Contract Value immediately prior to such an extension that is less than Current Contract Value at that time, Flat Rates and Tentative Rates in effect immediately prior to extension shall be retained for the extension period.

In consideration for granting an extension, Purchaser shall pay the Government for Purchaser's failure to cut and remove timber meeting Utilization Standards prior to Contract Term Extension, an amount that shall be the total of the costs to the Government resulting from the delay in harvest of Included Timber. Such costs will be determined by Forest Service and shall include, but not be limited to, the following:

(a) Interest at the Current Value of Funds Rate established by the Secretary of the Treasury, on Current Contract Value of timber remaining on Sale Area, less the credit balance of any deposit made pursuant to BT4.213, as of the original Termination Date, or as adjusted pursuant to BT8.21 or BT8.212, until the midpoint of the extension period;

(b) Increased costs of regeneration, including nursery stock loss, carryover, or replacement costs; and

(c) Costs of remarking timber on Sale Area, reestablishing cutting unit boundaries, and/or remarking areas requiring protection on Sale Area.

BT8.231 Conditions for Contract Term Extension. Contracting Officer may grant Purchaser's written request for Contract Term Extension, if Purchaser has met all of the following conditions at time of Purchaser's request:

(a) At least 75 percent of estimated quantity in AT2 has been cut and removed from Sale Area.

(b) Specified Roads needed by Purchaser for removal of all Included Timber, in accordance with the approved Plan of Operations submitted pursuant to

SAMPLE

BT6.311, were constructed and accepted by Forest Service prior to the applicable road completion date shown in CT5.13.

(c) Purchaser's Operations to date have been in reasonable compliance with contract terms and the approved Plan of Operations under BT6.311.

(d) All contractual requirements have been met by Purchaser and accepted by Forest Service on area cut over at time of Purchaser's request, except for areas where logging is in progress at time of Purchaser's request. Purchaser's burning of current slash or seeding or planting for erosion control may be temporarily waived, if weather or other considerations make such work impractical.

(e) Any payment required under BT4.213 has been made.

Contract Term Extension shall not become effective, unless payments required by BT8.23 have been paid and the initial Extension Deposit required by BT4.217 has been made by the effective date of any extension.

BT8.3 Contract Modification. The conditions of this timber sale are completely set forth in this contract. Except as provided in BT8.32 and BT8.33, this contract can be modified only by written agreement between the parties. Only Contracting Officer may make contract modifications, with compensating adjustments to Current Contract Rates where appropriate, on behalf of Forest Service.

BT8.31 Changed Conditions. When it is agreed that the completion of certain work or other requirements hereunder would no longer serve the purpose intended because of substantial change in the physical conditions of Sale Area or Included Timber since the date of this contract, the requirements shall be waived in writing. The estimated cost of such waived work or other requirement shall be charged to Timber Sale Account.

BT8.32 Modification for Catastrophe. In event of Catastrophic Damage, Forest Service, in consultation with Purchaser, shall outline on Sale Area Map:

(a) Any areas of catastrophe-affected live and dead timber meeting Utilization Standards and having undesignated timber so situated that it should be logged with the designated timber;

(b) If needed, any such areas where the damaged undesignated timber can reasonably be logged separately; and

(c) Areas of affected or unaffected timber that are to be eliminated from Sale Area.

Forest Service shall locate and post the boundaries of all such areas, as needed.

After Sale Area Map has been outlined under this Subsection, Forest Service may propose contract modification to permit the harvest of catastrophe-affected timber. If Purchaser accepts Forest Service proposed modifications, this contract shall be modified to include rates redetermined under BT3.32 and other related revisions as necessary, such as revision of Operating Schedule to ensure prompt removal of affected timber when necessary to avoid further loss and provision for additional contract time, if needed.

BT8.33 Contract Suspension and Modification. (a) Contracting Officer may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding BT8.3, modify this contract, in whole or in part:

(i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;

(ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;

(iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.; or

(iv) Upon agreement of the Regional Forester, due to administrative appeal or litigation, regardless of whether Contracting Officer's order is required by a court order or this contract is named in such a proceeding.

(b) In the event of an order delaying or interrupting Purchaser's Operations under this Subsection, Purchaser's remedy shall be:

(i) Contract Term Adjustment,

(ii) reimbursement for Out-of-Pocket Expenses,

(iii) rate redetermination to measure any decline in the market,

(iv) temporary reduction of downpayment,

(v) temporary credit for unamortized Specified Road construction cost, and

(vi) temporary bond reduction.

However, the foregoing remedies shall be available only to the extent that the Contracting Officer's order was the sole and exclusive cause of the delay or interruption of Purchaser's operations.

(c) In cases of modification under this Subsection, Purchaser shall only receive a rate redetermination pursuant to BT3.31. However, if there is an order delaying or suspending operations in addition to a modification, then Purchaser shall also be entitled to the remedies provided under BT8.33(b) for such delay or suspension.

(d) Remedies awarded to the Purchaser shall not be duplicative, and Contracting Officer shall have the right to structure remedies provided herein to avoid duplicative compensation.

(e) Purchaser agrees that this Subsection, and the remedies provided herein shall apply regardless of any finding by any court or administrative body that the Forest Service failed to comply with any statute, regulation and/or policy in connection with awarding, advertising, or authorizing this sale, or a similar sale. However, nothing in this Subsection precludes Purchaser from exercising rights under the Contract Disputes Act.

BT8.34 Contract Termination. This contract may be terminated, in whole or in part, by Forest Service or Purchaser, as provided in Items BT8.341 and BT8.342, respectively. In the event of any such termination, Purchaser shall be entitled to the applicable remedies, subject to the limitation upon duplicative compensation

SAMPLE

set forth in BT8.33(d). Purchaser agrees that this Subsection, and the remedies contained in the following Items shall apply regardless of any finding by any court or administrative body that the Forest Service failed to comply with any statute, regulation and/or policy in connection with awarding, advertising, or authorizing this sale, or a similar sale. However, nothing in this Subsection precludes Purchaser from exercising rights under the Contract Disputes Act.

BT8.341 Termination by Forest Service. (a) The Chief or the Chief's designee may unilaterally terminate this contract, in whole or in part, for any of the reasons set forth in paragraph (a) of BT8.33.

(b) Purchaser's compensation for termination of this contract under this Item shall be:

(i) refund or release of advanced deposits for timber cut but not removed,

(ii) reimbursement for Out-of-Pocket Expenses, and

(iii) replacement timber under subparagraph (c), and/or liquidated damages under subparagraph (d); provided that liquidated damages shall be available if, and only if, after good faith efforts, the Parties (1) cannot locate replacement timber or agree upon the applicable stumpage price, or (2) the volume of deleted timber exceeds the volume of any replacement timber.

(c) Subject to applicable laws, regulations and policies, Forest Service and Purchaser shall make good faith efforts to identify replacement timber of similar volume, quality, access, and topography within Sale Area. If suitable replacement timber cannot be located within Sale Area, the parties shall expand the search to the National Forest in which the Sale Area is located. Stumpage price shall be adjusted under BT3.31 to account for differences between replacement timber and deleted timber. If Forest Service and Purchaser agree upon suitable replacement timber and the applicable stumpage price, then this contract shall not terminate and instead shall be modified pursuant to 36 CFR 223.85(c) and shall remain in force with respect to such replacement timber and, in the case of partial termination, any remaining Included Timber. If the parties cannot agree on suitable replacement timber or the applicable stumpage price of such timber, either party may end the search and Purchaser shall be compensated under subparagraph (d).

(d) Forest Service shall pay as fixed, agreed, and liquidated damages an amount equivalent to 15 percent of the estimated delivered log value of the volume of timber not harvested due to the termination or partial termination. Estimated delivered log value and volume of timber not harvested shall be determined by the Contracting Officer as of Termination Date, using Forest Service methods in use as of the Termination Date.

(e) In any instance of partial termination, in which the Forest Service deletes one or more cutting units from the Sale Area, Purchaser's sole and exclusive remedy with regard to remaining units shall be a rate redetermination pursuant to BT3.31. Purchaser shall be required to complete Contract Operations with regard to remaining units and any obligations pertaining to cessation of operations on deleted units, including without limit erosion control, brush disposal, and road maintenance. If Purchaser fails to fulfill any such duty or obligation, then Contracting Officer may make deductions from compensation due Purchaser, including without limit costs and expenses of completing such work.

BT8.342 Termination by Purchaser. (a) Purchaser may, by written notice, terminate this Contract, in whole or in part, as described herein,

(i) in the event of an order delaying or interrupting its operations pursuant to BT8.33, or

(ii) in the event of an order modifying this Contract pursuant to BT8.33, if Purchaser decides to reject the terms of the modification prior to its acceptance. Purchaser shall have the right to terminate this Contract in whole only when the Contracting Officer's order under BT8.33 applies to all cutting units within the Sale Area. When the order affects only a portion of the cutting units, Purchaser shall have the right to terminate this Contract in part, by deleting one or more of the units covered by the Contracting Officer's order. The foregoing right of termination, in whole or in part, shall not exist when the delay, interruption, or modification arises from wind, flood, landslide, fire, forest pest epidemic, or other major natural phenomenon.

(b) Purchaser's compensation for termination of this Contract, in whole or in part, under this Item shall be:

(i) refund or release of advanced deposits for timber cut but not removed,

(ii) reimbursement for Out-of-Pocket Expenses, and

(iii) if the duration of the delay or interruption exceeds either six months of Normal Operating Season time, or one calendar year from the date of the order, then: replacement timber as provided under (c) and/or liquidated damages under (d); provided that liquidated damages shall be available if, and only if, after good faith efforts, the Parties (1) cannot locate replacement timber or agree upon the applicable stumpage price, or (2) the volume of deleted timber exceeds the volume of any replacement timber.

(c) Subject to applicable laws, regulations and policies, Forest Service and Purchaser shall make good faith efforts to identify replacement timber of similar volume, quality, access, and topography within Sale Area. If suitable replacement timber cannot be located within Sale Area, the parties shall expand the search to the National Forest in which the Sale Area is located. Stumpage price shall be adjusted under BT3.31 to account for differences between replacement timber and deleted timber. If Forest Service and Purchaser agree upon suitable replacement timber and the applicable stumpage price, then this contract shall not terminate and instead shall be modified pursuant to 36 CFR 223.85(c) and shall remain in force with respect to such replacement timber and, in the case of partial termination, any remaining Included Timber. If the parties cannot agree on suitable replacement timber or the applicable stumpage price of such timber, either party may end the

SAMPLE

search and Purchaser shall be compensated under subparagraph (d).

(d) Forest Service shall pay as fixed, agreed, and liquidated damages an amount equivalent to 15 percent of the estimated delivered log value of the volume of timber not harvested due to the termination or partial termination. Estimated delivered log value and volume of timber not harvested shall be determined by the Contracting Officer as of Termination Date, using Forest Service methods in use as of the Termination Date.

(e) In any instance of partial termination, in which Purchaser deletes one or more cutting units from Sale Area, Purchaser's sole and exclusive remedy with regard to remaining units shall be a rate redetermination pursuant to BT3.31. Purchaser shall be required to complete Contract Operations with regard to remaining units and any obligations pertaining to cessation of operations on deleted units, including without limit, erosion control, brush disposal, and road maintenance. If Purchaser fails to fulfill any such duty or obligation, then Contracting Officer may make deductions from compensation due Purchaser, including without limit costs and expenses of completing such work.

BT8.35 Out-of-Pocket Expenses. "Out-of-Pocket Expenses" are Unrecovered expenditures arising directly from performing the contract that were rendered unrecovered due to delay, interruption, or termination pursuant to BT8.33 or BT8.34. An expenditure is "Unrecovered" within the meaning of this Subsection when Purchaser did not gain the benefit of its expenditure because Contract operations were not permitted. In determining whether an expenditure is "Unrecovered," Contracting Officer shall not conclude that an award of liquidated damages constitutes the benefit of that expenditure.

(a) Out-of-Pocket Expenses shall not include, in particular and without limitation, any of the following:

(i) attorneys fees;

(ii) costs and expenses of operating a saw mill or other processing facility;

(iii) expectancy damages; and,

(iv) anticipatory profits.

(b) Forest Service shall reimburse Purchaser for only the following Out-of-Pocket Expenses:

(i) Out-of-Pocket Expenses for maintenance of the timber sale performance and payment bonds during the period when operations were delayed or interrupted or, if terminated, from the date operations were halted until the expiration of the bonds;

(ii) Out-of-Pocket Expenses for maintenance of the downpayment or other cash deposits during the period when operations were delayed or interrupted or, if terminated, from the date operations were halted until the cash is returned to Purchaser;

(iii) Out-of-Pocket Expenses for the lesser of move-out and move-in or leaving equipment and/or logging camps on site, if the Purchaser and Contracting Officer have agreed to leave equipment and/or logging camps on site in lieu of move-out and move-in;

(iv) Out-of-Pocket Expenses for felling, bucking, lopping, skidding, yarding, and decking any products so processed, but not removed from Sale Area because: (1) the sale was terminated, or (2) the products no longer meet Utilization Standards because of delay or interruption;

(v) If terminated, in whole or in part, Out-of-Pocket Expenses for unamortized Temporary Roads, road maintenance, dust abatement and improvements authorized under B6.2;

(vi) Out-of-Pocket Expenses for the investment in Specified Roads during the period when operations were delayed or interrupted or, if terminated in whole or in part, Out-of-Pocket Expenses for unamortized Specified Road construction and reconstruction; and

(vii) If terminated, in whole or in part, Out-of-Pocket Expenses for bid preparation, including review of sale offering.

(c) Purchaser shall submit documentation of claimed expenditures, including those actually paid and those for which the Purchaser has a legal obligation to pay but has not yet paid, and supporting analysis to Contracting Officer to assist in Contracting Officer's calculation of reimbursement. Contracting Officer shall determine the amount of reimbursement under this Subsection using information from Purchaser and/or Forest Service methods in use on the date that operations were delayed, interrupted, or terminated. Purchaser's failure to substantiate any claimed Out-of-Pocket Expense may constitute grounds for Contracting Officer's denial of reimbursement.

(d) Purchaser shall make reasonable efforts to minimize its Out-of-Pocket Expenses.

BT8.36 Termination for Market Change. a) In the event of delay or interruption under BT8.33, exceeding 90 days, and Contract has not been modified to include replacement timber, this contract may be terminated upon election and written notice by Purchaser, if (i) a rate redetermination for market change under BT3.33 shows that the appraised weighted average Indicated Advertised Rate of all Included Timber remaining immediately prior to the delay or interruption has been reduced through a market change by an amount equal to or more than the the weighted average Current Contract Rate, or (ii) the appraised value of the remaining timber is insufficient to cover the adjusted base rates as determined under BT3.33.

(b) Prior to termination under this Subsection, Purchaser shall complete all obligations on areas not affected by the delay or interruption.

(c) Damages caused by termination of contract under this Subsection will be limited to Out-of-Pocket Expenses.

BT8.4 Performance by Other than Purchaser. The acquisition or assumption by another party, under an agreement with Purchaser, of any right or obligation of Purchaser under this contract shall be ineffective as to Forest Service, until Forest Service has been notified of such agreement and Contracting Officer has given written approval. In no case shall such recognition or approval:

(a) Operate to relieve Purchaser of the responsibilities or liabilities Purchaser has assumed hereunder or

SAMPLE

(b) Be given unless such other party:

(i) Is acceptable to Forest Service as a Purchaser of timber and assumes in writing all of the obligations to Forest Service under the terms of this contract as to the uncompleted portion thereof or

(ii) Acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests.

BT8.5 Sale of Other Materials. Forest Service reserves the right to sell from Sale Area during the period of this contract any materials or products not subject to its terms, but shall not permit removal, possession, or use thereof that will materially interfere with Purchaser's Operations. Purchaser shall not be obligated to do any work made necessary by the action of others.

BT8.6 Provisions Required by Statute.

BT8.61 Covenant against Contingent Fees. Purchaser warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Purchaser for the purpose of securing business. For breach or violation of this warranty, Forest Service shall have the right to annul this contract without liability or to require Purchaser to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

BT8.62 Officials Not to Benefit. No member of Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, unless it is made with a corporation for its general benefit (18 USC 431, 433).

BT8.63 Nondiscrimination in Employment. If the total value of this contract is in excess of $10,000, Purchaser agrees during its performance as follows:

(a) Purchaser will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Purchaser will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Purchaser agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Forest Service setting forth the provisions of this Subsection.

(b) Purchaser will, in all solicitations or advertisements for employees placed by or on behalf of Purchaser, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) Purchaser will send to each labor union or representative of workers with which Purchaser has a collective bargaining agreement or other contract or understanding, a notice to be provided by Forest Service, advising the labor union or worker's representative of Purchaser's commitments under this Subsection, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Purchaser shall comply with all provisions of Executive Order No. 11246, as amended by Executive Order No. 11375 and Executive Order No. 12086, and the rules, regulations, and relevant orders of the Secretary of Labor.

(e) Purchaser will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records, and accounts by Forest Service and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In event of Purchaser's noncompliance with this Subsection or with any of such rules, regulations, or orders, this contract may be terminated or suspended, in whole or in part, and Purchaser may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked, as provided in Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) Purchaser will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each Subcontractor or vendor. Purchaser will take such action with respect to any subcontract or purchase order as Forest Service may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event Purchaser becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by Forest Service, Purchaser may request the United States to enter into such litigation to protect the interests of the United States.

BT8.64 Debarment and Suspension Certification. Pursuant to 7 CFR Part 3017, Purchaser shall obtain certifications from its Subcontractors regarding debarment, suspension, ineligibility, and voluntary exclusion, including additional Subcontractors obtained after award of this contract. "Subcontractors" are participants in lower tier covered transactions.

Purchaser may rely upon a certification of a prospective Subcontractor that it is not proposed for debarment under 48 CFR 9.4, debarred, suspended, ineligible, or voluntarily excluded from participating in covered transactions or timber sales, unless Purchaser knows that the certification is erroneous.

Purchaser shall keep the certifications of its Subcontractors on file until timber sale Termination Date and any extensions thereof, and will provide a copy at the written request of Contracting Officer. Nothing contained in the foregoing shall be construed to require

SAMPLE

establishment of a system of records in order to render in good faith the certification required by this Subsection. The knowledge and information of Purchaser is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If Purchaser knowingly enters into a timber sale transaction with a person who is proposed for debarment under 48 CFR 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in covered transactions or timber sales, in addition to other remedies available to the Government, Forest Service may pursue available remedies, including suspension and/or debarment.

The Subcontractor for a timber sale shall complete a "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion." An example of this certification is shown following the instructions for page 101 of this contract.

BT8.65 Contract Consistency With Other Laws. The contract shall govern if State and local environmental quality laws conflict with or preclude performance of contractual requirements.

BT9.0—PERFORMANCE AND SETTLEMENT

BT9.1 Performance Bond. As a further guarantee of the faithful performance of the provisions of this contract, Purchaser delivers herewith and agrees to maintain a surety bond in the dollar amount stated in AT14, unless the amount is adjusted as provided in BT9.11 or BT9.13. In lieu of surety bond, Purchaser may deposit into a Federal Depository, as directed by Forest Service under BT4.21, and maintain therein, cash in the dollar amount stated in AT14 or negotiable securities of the United States having market value at time of deposit of not less than the dollar amount stated in AT14.

Any adjustment or extension of time for completion of this contract beyond 1 year may be granted only with the consent of surety on bond or delivery of a new bond. Should the sureties on the bond delivered herewith, or any bond delivered hereafter in connection with this contract, become unsatisfactory to Forest Service, Purchaser shall, within 30 days of receipt of demand, furnish a new bond with surety satisfactory to Forest Service.

BT9.11 Bond Reduction. Upon Purchaser's written request, Contracting Officer shall redetermine the amount of Purchaser's performance bond to an amount not less than Purchaser's remaining obligations, including the value of Included Timber remaining on Sale Area, plus the estimated cost of uncompleted work required of Purchaser and any unpaid billings due on the timber sale. Contracting Officer shall provide written notice of the redetermined amount to Purchaser and to Purchaser's surety. Similarly, Contracting Officer shall report to Purchaser in writing the amount of deposited cash or deposited securities required thereafter, if such deposits exist in lieu of a surety bond.

As soon as security for the performance of this contract or the settlement of Claims incident thereto is no longer necessary, appropriate notice shall be given to surety or deposits that may have been made in lieu of surety bond shall be returned to Purchaser, subject to the conditions in BT9.5.

BT9.12 Letters of Credit. Notwithstanding the provisions of BT9.1, approved letters of credit may be used in lieu of a surety bond for performance bond purposes. Such letters of credit shall be subject to approval by Contracting Officer.

BT9.13 Temporary Bond Reduction. When, under BT8.33, Contracting Officer orders a delay or interruption of Purchaser's Operations for more than 30 days when scheduled operations would be occurring but for the order, the performance bond amount required shall be temporarily reduced upon the written request of Purchaser or at the discretion of Contracting Officer. For the period of the delay or interruption, the performance bond may be reduced to an amount not less than the estimated cost of uncompleted work required of Purchaser and any unpaid billings due on the timber sale.

Upon Purchaser's receipt of written notice from Contracting Officer that the basis for the delay or interruption no longer exists, Purchaser shall restore the performance bond to the full amount shown in AT14 within 15 days. Purchaser shall not resume contract operations until the performance bond amount is fully restored.

BT9.2 Disputes. This contract is subject to the Contract Disputes Act of 1978 (41 USC 601, *et seq.*). Except as provided in the Contract Disputes Act of 1978, all disputes arising under or relating to this contract shall be resolved in accordance with this Section.

As used herein, "Claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a Claim. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a Claim. A Claim by Purchaser shall be made in writing and submitted to Contracting Officer for decision. A Claim by the Government against Purchaser shall be subject to a decision by Contracting Officer.

For Purchaser Claims of more than $100,000, Purchaser shall submit with the Claim a certification that the Claim is made in good faith; the supporting data are accurate and complete to the best of Purchaser's knowledge and belief; and the amount requested accurately reflects the contract adjustment for which Purchaser believes the Government is liable. Purchaser, if an individual, shall execute the certification. When Purchaser is not an individual, the certification shall be executed by a senior company official in charge at Purchaser's plant or location involved or by an officer or general partner of Purchaser having overall responsibility for the conduct of Purchaser's affairs.

For Purchaser Claims of $100,000 or less, Contracting Officer must render a decision within 60 days. For Purchaser Claims in excess of $100,000, Contracting Of-

SAMPLE

ficer must decide the Claim within 60 days or notify Purchaser of the date when the decision will be made.

Contracting Officer's decision shall be final unless Purchaser appeals or files a suit.

The authority of Contracting Officer does not extend to Claims or disputes that by statute or regulation other agencies are expressly authorized to decide.

Interest, at the Prompt Payment Rate established by the Secretary of the Treasury, on the amount found due on Purchaser's Claim shall be paid from the date the Claim is received by Contracting Officer until the date of the payment.

Except as the parties may otherwise agree, pending final resolution of a Claim of Purchaser arising under the contract, Purchaser shall proceed diligently with the performance of the contract in accordance with Contracting Officer's decision.

BT9.21 Time Limits for Submission of Claim. Failure by Purchaser to submit a Claim within established time limits shall relinquish the United States from any and all obligations whatsoever arising under the contract or portions thereof. Purchaser shall file such Claim within the following time limits:

(a) When Purchaser constructs Specified Road, Purchaser must file any Claim not later than 60 days after receipt of Forest Service written notification of acceptance;

(b) When Forest Service constructs Specified Road, Purchaser must file any Claim not later than 60 days after receipt of Forest Service written notification authorizing use of road;

(c) For Payment Units and cutting units, Purchaser must file any Claim not later than 60 days after receipt of Forest Service written notification that Payment Unit has been accepted; and

(d) In all other cases, Purchaser must file any Claim not later than 60 days after receipt of Contracting Officer written notification that timber sale is closed.

BT9.22 Contract Documents. All contract documents are intended to be consistent with each other. In case of discrepancy, the following is the order of precedence:

(a) Special Provisions (CT)

(b) Sale Area Map

(c) Specific Conditions (AT) and Schedule of Items

(d) Standard Provisions (BT)

(e) Special project specifications

(f) Plans, such as slash, erosion control, and dust abatement

(g) Agreements between Purchaser and Forest Service, as authorized under the contract

(h) Plans:

(i) Figured dimensions over scaled dimensions

(ii) Large scale Plans over small scale Plans

(i) Standard specifications

(j) Lists and/or tables in Plans over any conflicting notations on Plans

(k) Shop Drawings

BT9.3 Breach. In event Purchaser breaches any of the material provisions of this contract, Forest Service shall give Purchaser notice of such breach and, allowing reasonable time for remedy of such breach and of Forest Service's election to suspend, may give notice to suspend all or any part of Purchaser's Operations. Such notice of breach and notice to suspend Purchaser's Operations shall be written, except oral notices may be given if such breach constitutes an immediate threat to human life or a threat of immediate and irreparable damage to National Forest resources. Notwithstanding Section BT6.1, such oral suspension notice may be given to Purchaser's work supervisor or, in work supervisor's absence, to those performing the operation. An oral suspension notice shall be promptly followed by telephone notice and a written explanation from Forest Service to Purchaser.

Suspension under this Section shall not entitle Purchaser to any remedies arising under BT8.33.

Immediately upon oral or written suspension, Forest Service representative shall notify Contracting Officer of the suspension and related circumstances. Contracting Officer shall promptly review the suspension to determine if the suspension should be continued or lifted. Such suspension shall be lifted as early as conditions permit.

Upon receipt of oral or written notice of such breach, Purchaser shall remedy the breach as follows:

(a) If remedying such breach requires on-the-ground action by Purchaser, Purchaser shall have 30 practicable operating days during Normal Operating Season to remedy the breach, except under emergency conditions when action should not be delayed to prevent major damage or

(b) If such breach does not require on-the-ground action by Purchaser, such breach shall be remedied within 30 days.

BT9.31 Termination for Breach. Contracting Officer, with the concurrence of the Regional Forester, may terminate this contract for breach in the event Purchaser:

(a) Is convicted for violation of criminal statutes, civil standards, or any other offense indicating a lack of business integrity or honesty that seriously and directly affects the responsibility of Purchaser; including, but not limited to:

(i) Theft, forgery, bribery, embezzlement, falsification or destruction of records, making false statements, or receiving stolen property, any of which occurred in connection with obtaining, attempting to obtain, selling, trading, or processing public timber;

(ii) Fraud, criminal offenses, or violation of Federal or State antitrust laws, any of which occurred in connection with obtaining, attempting to obtain, or performing a public contract or subcontract; or

(iii) Threatening, resisting, intimidating, or interfering with Forest Officers engaged in, or on account of, the performance of their official duties involving the protection, improvement, or administration of National Forest lands;

(b) Is convicted for violation of criminal statutes or civil standards, orders, permits, or other regulations for environmental protection issued by a Federal agency, State agency, or political subdivision thereof in the conduct of operations hereunder on National Forest lands, pursuant to BT6.01;

SAMPLE

(c) Has engaged in a pattern of activity that demonstrates flagrant disregard for the terms of this contract, such as, but not limited to, repeated suspensions for breach pursuant to BT9.3, causing undesignated timber meeting Utilization Standards to be unnecessarily damaged or negligently or willfully cut, or causing other serious environmental degradation or resource damage;

(d) Fails to comply with contract provisions related to nondiscrimination in employment; or

(e) Fails to remedy a breach of contract within time limits stated in BT9.3.

Damages due the United States for termination under this Subsection shall be determined pursuant to BT9.4.

BT9.4 Damages for Failure to Cut or Termination for Breach. (a) In event of Purchaser's failure to cut designated timber on portions of Sale Area by Termination Date or termination for breach under BT9.31, Forest Service shall appraise remaining Included Timber, unless termination is under BT8.22 or BT8.34. Such appraisal shall be made with the standard Forest Service method in use at time of termination.

(b) If the sale is resold, damages due shall be the amount by which Current Contract Value, plus costs described in paragraph (d) of this Section, exceeds the resale value at new Bid Rates.

(c) If the contract is not reoffered or there are no responsive bids on the reoffered contract, damages due shall be the amount by which Current Contract Value exceeds the value determined by appraisal, plus costs described in paragraph (d) of this Section.

(d) If applicable, the following costs shall be included in damages:

(i) The cost of resale or reoffering, including, but not limited to, salary costs, document preparation and duplication costs, mailing costs, and timber sale advertisement costs.

(ii) If Purchaser has failed to cut individual trees in the portions of Sale Area cut over and there is no resale of such individual trees, Purchaser shall pay Forest Service for cost of felling and removal or otherwise eliminating such uncut trees, except for occasional trees not cut for reasons stated in BT6.4.

(iii) The Government's loss caused by the delay in receipt of stumpage payments. Such loss will be measured by interest at the Current Value of Funds Rate established by the Secretary of the Treasury, on the unpaid contract value at Termination Date. Interest will be charged for the total number of months, or portions thereof, from Termination Date until midpoint of the contract resale period, less any time in excess of 1 year needed to make the resale.

(iv) Any increase in reforestation costs, including site preparation, seeding, and planting caused by Purchaser's failure to harvest Included Timber by Termination Date.

BT9.5 Settlement. If obligations of Purchaser have not been fully discharged by Termination Date, any money advanced or deposited hereunder shall be retained and applied toward unfulfilled obligations of Purchaser without prejudice to any other rights or remedies of Forest Service. Such funds may be treated as cooperative deposits under BT4.218 for uncompleted work 30 days after receipt of written notice from Contracting Officer to Purchaser of work to be done and Purchaser's failure to deny the obligation or to do the work.

BT9.6 Contract Closure. Contracting Officer shall give appropriate written notice to Purchaser when Purchaser has complied with the terms of this contract. Purchaser shall be paid refunds due from Timber Sale Account under BT4.24 and excess cooperative deposits under BT4.218.

DIVISION CT

Special Provisions

In accordance with AT19, the Sections, Subsections, and Items therein listed are attached and made a part hereof. The material is indexed by the numbering system used in Division BT. The numbers after the CT (that identifies material in this Division) indicates the Part, Section, Subsection, or Item of Division BT that is being supplemented or modified by each particular provision included in this Division.

SAMPLE

CT2.21# - UTILIZATION AND REMOVAL OF NON-SAWTIMBER PRODUCTS (8/2006)
Notwithstanding BT2.2, Purchaser is required to pay for, cut, and remove the Non-Sawtimber Products of Included Timber listed in AT2 and those Non-Sawtimber Products listed in the following table, unless otherwise agreed.

If Purchaser can sufficiently demonstrate that no market exists within the normal delivery distance for specific Non-Sawtimber Products, Forest Service and Purchaser may agree to alternate removal requirements of such Non-Sawtimber Products as specified in the alternate removal agreement. See Agreement Example.

The agreement for alternate removal requirements shall be executed prior to removing any timber from the Unit(s) included in the agreement. Alternate removal requirements shall apply only to whole units and not to portions of units. All material meeting alternate removal specifications shall be cut and moved to locations designated in the agreement.

Volumes of material with alternate removal requirements will be determined from the cruise report for the sale.

Purchaser will be charged for the following:

a) Stumpage value at current contract rates of the alternatively removed product;

b) Plus the cost of other work required by the Forest Service to dispose of alternatively removed material;

c) Plus the difference between the appraised transportation cost of the non-sawtimber material involved and the appraised transportation cost of the alternative;

d) Minus any work required to be completed by the Purchaser associated with alternate removal requirements.

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

Upon acceptance of the alternative removal requirements, the affected Unit(s) will be removed from the Sale Area under BT6.36.

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

Specifications Pursuant to
CT2.21# – Utilization and Removal of Non-Sawtimber Products

Unit	Products to be Removed
1,2,3,4, 5,6,7a,7b and 7c	1. All limbs and tops that are attached after skidding to whole trees and portions of trees meeting specifications for Non-Sawtimber Products. Limbwood from Sawtimber is considered Logging Slash and shall be treated under CT6.7#.
1,2,3,4, 5,6,7a,7b and 7c	2. All tops that are attached after skidding to whole trees and portions of trees meeting specifications for Sawtimber products.

SAMPLE

Specifications Pursuant to CT2.21# – Alternative Removal Agreement (8/2006)

AGREEMENT EXAMPLE:

Sale Name:	*Meadow Creek Timber Sale*
Contract No.:	*12345*
Purchaser:	*Joe Jippo Logging*
Haul Cost (from Appraisal):	$*2.87* / CCF
Loading Cost (from Appraisal):	$*15.68* / CCF
Current Contract Rate Non-Sawtimber:	$*0.65* / CCF

Rationale for the Agreement:

Market conditions have changed significantly since the sale was sold resulting in the closing of two local chip outlets for non-saw material. The next closest outlet is over 250 miles away. See attached letters documenting non-buying of non-sawtimber material.

Subdivisions:

2, 5, 12, and 14

Product and Volume (from cruise report) – Non-sawtimber from selected subdivisions:

Subdivisions	All Species – Non-Sawtimber (CCF)
2	*55*
5	*12*
12	*176*
14	*589*
Total	*832*

Activity	$/Unit	No. of Units	Total Value
Value Of Material Alternatively Removed	*0.65/CCF*	*832 CCF*	*$540.80*
Haul Cost from Appraisal	*$2.87/CCF*	*832 CCF*	*$2,387.84*
Haul by Purchaser to the Alternate Disposal Site	*$1.28/CCF*	*832 CCF*	*$1,064.96*
Loading Cost from Appraisal	*$15.68/CCF*		
Loading Cost of Alternative Material: No loading cost will be assessed due to Purchaser loading and hauling material to alternate location.	*$15.68/CCF*		
Purchaser Work: Seed, scarify and close Road			*$1,200*

SAMPLE

Specifications of Material with Alternate Removal Requirements:

Species	Product	Estimated Quantity	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h) (*inches*)	Number of Minimum Pieces per Tree	Length (*feet*)	Diameter Inside Bark at Small End (*inches*)	Net Measure in % of Gross Measure
All species in Units 2,5,12, and 14	*Non-saw-timber*	*832*	*CCF*	*8.0*	*1*	*8.0*	*5.0*	*40*

Description of Alternate Removal Requirements:

Purchaser shall cut and yard as originally planned for the units; and hauls the non-sawtimber to the large existing landing at the end of road 24N03. This is a 200 foot spur road that is currently closed. Purchaser is authorized to open the road and do maintenance for the haul, per FS requirements. This material shall be piled no closer than 20 feet from the dripline of any tree. Piles shall be tight and free of dirt, and covered with black plastic at least 4 mil thick to within 3 feet of the ground. Protruding pieces shall be severed to the edge of the pile. Purchaser shall, seed, scarify and close the road. Forest Service will burn the piles later.

Costs to be Paid by Purchaser for Additional Forest Service Disposal:

Stumpage	+	*$540.80*
Burn Pile by Forest Service	+	*$750.00*
Loading	+	*0.00*
Haul allowed in appraisal	+	*$2,387.84*
Haul by Purchaser to Alternate Disposal Site	-	*$1,064.96*
Purchaser seed, scarify, close Road	-	*$1,200.00*
Total Owed by Purchaser (to be billed through TSA)		*$1,413.68*

Name: *Joe Jippo*	Name: *S. Bear*
Title: *Owner*	Title: *Ranger*
Date: *1/1/01*	Date: *2/2/02*

SAMPLE

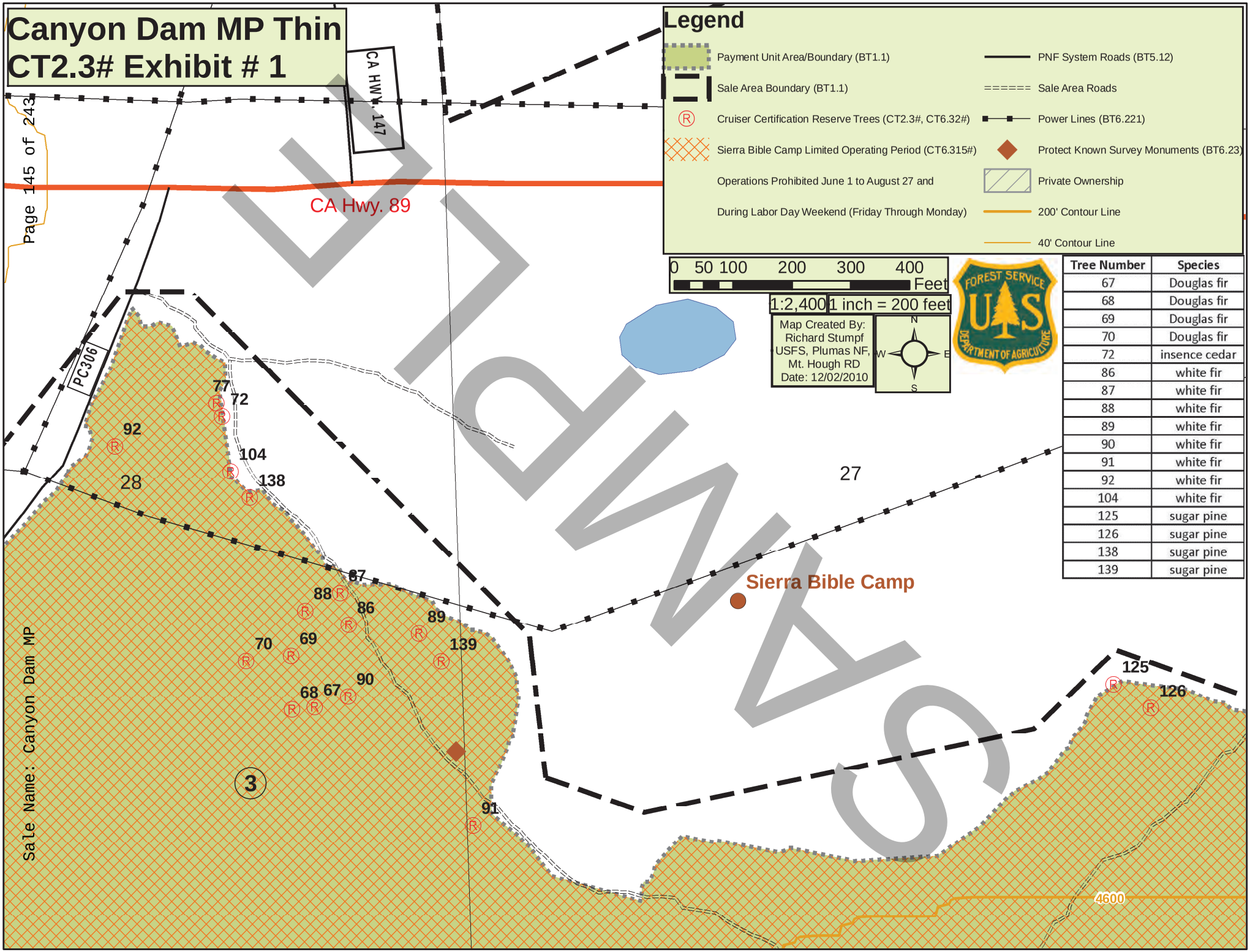
CT2.3# – RESERVE TREES (4/04)
Notwithstanding the designations for cutting under BT2.31, BT2.32, BT2.33, or BT2.34, live or dead **Rust Resistant Sugar Pine and cruiser certification** reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Reserve trees are identified by **white signs (RRSP) or red/black "candy stripe" flagging and metal identification tag (cruise trees)** and shall be protected in accordance with CT6.32#. Units with reserve trees are shown on Sale Area Map.

(See Exhibit 1 – Map showing the locations of cruiser certification reserve trees)

CT2.35# - DESIGNATION OF TIMBER AND SUBDIVISION/PAYMENT UNIT BOUNDARIES
(8/2007) Trees are designated for cutting under BT2.35# only if designated as shown in the Timber Designation table below. The boundaries of Subdivisions/Payment Units are designated as shown in the Boundary Designation table below. Trees used for boundary designation are not to be cut.

SAMPLE

Canyon Dam MP Thin CT2.3# Exhibit # 1



Tree Number	Species
67	Douglas fir
68	Douglas fir
69	Douglas fir
70	Douglas fir
72	insence cedar
86	white fir
87	white fir
88	white fir
89	white fir
90	white fir
91	white fir
92	white fir
104	white fir
125	sugar pine
126	sugar pine
138	sugar pine
139	sugar pine

Specifications Pursuant to
CT2.35# - Designation of Timber and Payment Unit Boundaries

Timber Designation Table

Unit/ Subdivision/Area/ Payment Unit	Tree Paint Color	Designation or Specification
Sale Area	BLUE	Roadside Hazard Tree. Notwithstanding BT2.32 all dead and unstable live trees which are leaning towards a road or are otherwise hazardous to a road, and are sufficiently tall to reach Purchaser's landings or the roadbed of National Forest System roads within Sale Area, shall be felled by Purchaser when Marked in the specified paint color above and below stump height by Forest Service in advance of felling any other timber in the vicinity. Pieces meeting Utilization Standards from such dead and unstable live trees shall be removed unless Purchaser is notified in writing that removal would cause unacceptable damage to areas requiring special protection such as residual timber, roads, administrative sites, streamside management zones, and areas identified on Sale Area Map or on the ground.
1,2,3,4,5,6, 7a,7b and 7c	BLUE	Individual Tree Mark. Individual trees are designated for cutting only if Marked above and below stump height with the specified paint color. (For trees meeting Sawtimber specifications AT2)
N/A	N/A	Leave Tree Mark. All live N/A are designated for cutting unless Marked as leave trees. Leave trees are Marked above and below stump height with the specified paint color. Sale Area Map indicates areas plainly identified on the ground where leave trees are Marked to be left uncut.
N/A	N/A	Salvage Area. In addition to Roadside Hazard Trees, other dead and dying timber standing or down that meets the size specification in AT2, may be designated for cutting in Salvage Areas shown on the Sale Area Map when Marked with the specified paint color in advance of felling other timber in the vicinity.
Sale Area	N/A	Wildlife Trees. Notwithstanding the designation for cutting under BT2.3l, BT2.33, BT2.34, or BT2.35, trees which are identified by standard Forest Service metal wildlife tree sign or painted with the specified paint color on the uphill and downhill side, shall be left uncut. In event such trees are destroyed in Purchaser's Operations, Forest Service may designate alternate trees to be saved.
1,2,3,4,5,6, 7a,7b and 7c		Designation by Spacing CT2.351# (For trees meeting biomass specifications AT2)
N/A		Designation by Species and Diameter, CT2.352#
N/A		Designation by Damage Class, CT2.353#
N/A		Designation by Row Spacing, CT2.354#

SAMPLE

Specifications Pursuant to
CT2.35# - Designation of Timber and Payment Unit Boundaries (continued)

Subdivision/Payment Unit Boundary Designation Table

Payment Unit	Boundary Paint Color	Boundary Designation
1,2,3,4,5,6, 7a,7b and 7c	Orange	-Boundary line trees are Marked at eye level with three (3) horizontal slash marks facing into the interior of the Payment Unit and vertical marks along/facing the boundary line. -Yellow boundary posters with sale name and Payment Unit numbers are stapled to boundary trees.

CT2.351# – DESIGNATION BY SPACING (4/04)
Within Payment Unit(s) **1,2,3,4,5,6,7a,7b and 7c**, as shown on Sale Area Map, all **live biomass size (between 3.0" dbh and 9.9" dbh) coniferous** trees, except trees Marked with **orange** paint or described to be left uncut, that meet Utilization Standards and one or more of the following criteria are designated for cutting.

(a)The required spacing is a maximum average of **30** feet. The tree is within **15** feet of a **live biomass size coniferous, or deciduous** tree that has a larger stump diameter than it; and the larger tree is not designated for cutting.

(b)The tree is within **20** feet of a **live coniferous** tree greater than or equal to **15** inches stump diameter; and this tree is not designated for cutting.

(c)The tree is Marked with **blue** paint.

Distances are measured horizontal distance, outside bark stump height to outside bark stump height. Stump diameter is measured outside bark at stump height in a horizontal plane and is the average of a measurement across the short axis through the true center of the stump and a second measurement at right angles to the short axis.

All **deciduous trees** shall be left as leave trees, unless Marked with **N/A** paint. No tree greater than or equal to **15** inches stump diameter shall be cut, unless Marked with **blue** paint. Cutting unit boundaries and other trees that shall be left uncut are Marked with **orange** paint.

Purchaser and Forest Service shall agree to skid trail location under BT6.422. Skid trails shall be no greater than **12** feet wide with a **100** foot spacing. Quantities of trees located in skid trails **are** Included Timber under AT2.

SAMPLE

CT4.211 - DOWNPAYMENT (6/07)
The downpayment amount shown in AT15 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to BT9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale is shown on Timber Sale Account to have been cut, removed, and paid for, or (b) the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment, or (c) if 36 CFR 223.49(e) is applicable, the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment. For lump sum timber sales, the downpayment may be applied to payment for release of the single payment unit.

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

CT4.212 - Temporary Reduction of Downpayment (8/09)
Notwithstanding BT4.211 or CT4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Purchaser's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

(1) Forest Service requests or orders Purchaser to delay or interrupt scheduled operations for reasons other than breach;
(2) Purchaser interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or
(3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, including a market-related contract term addition, or an urgent removal contract term extension under 36 CFR 223.53.

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

SAMPLE

CT5.11# - REQUIREMENTS OF RIGHTS-OF-WAY AND LAND USE AGREEMENTS (5/2008)
Contract requirements for Rights-of-Way and land use agreements are listed in the following table.

Specifications Pursuant to
CT5.11# - Requirements of Rights-of-Way and Land Use Agreements

RIGHTS-OF-WAY CONSTRUCTION CLEARING: Provisions of BT2.1 and BT2.2 notwithstanding, timber on listed rights-of-way is not Included Timber.

Grantor	Road Name & Number	Termini	Timber Requirements
N/A	N/A	N/A	Unless otherwise agreed or required by right-of-way document, said timber shall be bucked into standard log sizes and decked along the right-of-way. Forest Service shall designate limits of said work on ground prior to initiation of construction by Purchaser.
N/A	N/A	N/A	Unless otherwise agreed or required by right-of-way document, said timber shall be bucked into standard log sizes and decked along the right-of-way. Forest Service shall designate limits of said work on ground prior to initiation of construction by Purchaser. Purchaser shall notify grantor in writing no less than **N/A** days prior to start of falling rights-of-way timber. Said timber shall be bucked into log lengths as specified by grantor. The logs shall be decked in loading areas designated on the ground and on Drawings, or other areas agreed to by grantor prior to skidding. Logs shall be decked parallel to one another and available for loading by a front-end loader within **N/A** days of falling.

SAMPLE

N/A	N/A	N/A	Purchaser shall make a lump sum payment of **N/A** to the **N/A** through Forest Service for an estimated **N/A** CCF of timber on listed rights-of-way. Volume of this timber is not included in AT2. Payment shall be made within 30 days of award of contract. Timber listed on rights-of-way is subject to the same requirements as Included Timber except the requirements of BT3.0, BT4.0, BT6.8 and CT8.66. Unless otherwise agreed in writing, products from listed rights-of-way shall not be mixed with Included Timber before or during removal from Sale Area.

REQUIREMENTS OF RIGHTS-OF-WAY. Purchaser's obligations under BT5.11 shall apply to roads or road segments listed below

Road Number	Road Name	Termini	Grantor
200	Private Road	MP 0.0 – MP 0.3	SPI
200	Private Road	MP 0.3 – MP 1.9	Collins Pine
PG&E	N/A	SR 147 – MP 0.3	PG&E

ENCROACHMENT CONSTRUCTION: Unless agreed otherwise in writing, construction of road covered by Encroachment Permit or Letter of County Approval, as shown in AT7, shall be completed according to Drawings and Specifications prior to use for log hauling other than hauling right-of-way logs that must be removed to complete the encroachment.

REQUIREMENTS OF TEMPORARY LAND USE AGREEMENT: Purchaser's Operations and use of identified land listed below shall be limited by the related easement and stipulations unless Purchaser makes other arrangements which will not infringe on or adversely affect the grantees rights. The land use agreement is available in the offices of the Forest Supervisor and District Ranger.

(Copies of The Temporary Land Use Agreements are attached to this contract and included in the pages following this table.)

Temporary Land Use Agreement	Grantor
ROW Agreement extension reached Nov. 2010	SPI
ROW Agreement extension reached Nov. 2010	PG&E
ROW Agreement extension reached Nov. 2010	Collins Pine

SAMPLE

SECOND AMENDMENT TO LICENSE AGREEMENT DATED MAY 10, 2006

THIS SECOND AMENDMENT TO LICENSE AGREEMENT this Amendment, is made by and between **SIERRA PACIFIC INDUSTRIES**, and the **UNITED STATES OF AMERICA** ("Licensee"), acting through the U.S.D.A. Forest Service. Sierra Pacific Industries and Licensee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. Roseburg Resources Company entered into that certain License Agreement with Licensee, dated May 10, 2006, pursuant to which Roseburg Resources Company authorized Licensee the use of existing roads on property owned by Roseburg Resources (the "Premises"), as more particularly described therein.

B. The term of the License expires on December 31, 2009.

C. Roseburg Resources Company has since sold the land under this agreement to Sierra Pacific Industries and the Licensee now desires to extend the term of the License for two (2) years, continuing through and including December 31, 2011, on the terms and conditions set forth in this Amendment.

D. SPI granted Licensee the extension in document signed on 12-4-2008. Licensee now desires to extend the term of the License for another two (2) years, continuing through and including December 31, 2013, on the terms and conditions set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendments to the License. The License is hereby amended as follows:

   1.1 The term of the License is extended for two (2) years, through and including December 31, 2013 (the "Extension Term") unless earlier terminated pursuant to the provisions of the License.

Except as expressly amended, modified or supplemented by this Amendment, all of the terms, conditions and provisions of the License remain in full force and effect and are hereby ratified and confirmed.

SAMPLE

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the date first above written.

SIERRA PACIFIC INDUSTRIES

By: _____
Mike Thrush
Susanville District Land Manager

Date: 11-9-10

UNITED STATES OF AMERICA

By: _____
Alice B. Carlton, Forest Supervisor

Date: 10/3/2010

SAMPLE

ROAD LICENSE AGREEMENT
Plumas National Forest

Roseburg Resources Company, hereinafter referred to as "Licensor's," do hereby grant unto the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as "Licensee," a license for the reconstruction, maintenance, and use of a road, hereinafter referred to as "right-of-way", over the following described parcel of land, County of Plumas, State of California:

T. 27 N., R. 8 E., M.D.M.
Section 14

The location of the right-of-way is more particularly described on the map attached as Exhibit "A".

The width of said right-of-way shall be that of the existing road or more if necessary to accommodate cuts and fills.

The purpose of this license is to provide temporary access to National Forest timber for the purpose of the Canyon Dam Timber Sale Project.

The license shall begin with the date hereof and end December 31, 2009.

The Licensee agrees to require that the Purchaser of the Canyon Dam Project shall, prior to the exercise of any rights under this License Agreement, provide to the Licensor, a certificate of insurance evidencing that:

(a) It carries comprehensive general liability insurance with limits of not less than $500,000 for bodily injuries to or death of one person and subject to that limit for each person, a total limit of not less than $1,000,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and property damage limits of not less than $500,000 for damages to, or destruction of, property in any one accident, and subject to that limit a total (or aggregate) limit of $1,000,000 for all damages to, or destruction of property during the policy period.

(b) It carries similar coverage and limits for automobile use or operation on the Licensor's lands.

(c) It carries Logger's Form B property damage Liability insurance with a limit of $500,000 each occurrence.

SAMPLE

(d) Policies in (a) and (b) above shall include an endorsement naming the Licensor as an additional insured. All policies shall provide that said policy shall not be cancelled or changed in any material respect without first giving the Licensor 30 days written notice thereof.

(e) Complete logging operations tributary to this road within two logging seasons.

The Licensee is liable for bodily injury and property damages caused by the tortuous acts of its officers and employees acting within the course and scope of their employment in accordance with the provisions of the Federal Tort Claims Act (28 U.S.C. SS 1346(b), 2671-2680).

Title to all timber on said right-of-way shall remain in Licensor. Licensee agrees that any timber cut in the reconstruction of the road by itself, its timber Purchaser, or permittees, shall, unless otherwise agreed to by Licensor, be minimal, be cut into logs of standard length and shall be decked at convenient points along the right-of-way for disposal by the Licensor. Licensee shall notify Licensor of timber species, and amounts of timber to be cut prior to cutting.

IN WITNESS WHEREOF, the above-named parties have hereunto subscribed their names to the License Agreement this 10th day of May, 2006.

By: _____
Don Hansen

Don Hansen

Almanor District Forester

PLUMAS NATIONAL FOREST

_____
JAMES M. PEÑA
Forest Supervisor

SAMPLE

FIRST AMENDMENT TO LICENSE AGREEMENT
DATED MAY 10, 2006

THIS FIRST AMENDMENT TO LICENSE AGREEMENT this Amendment, is made by and between **SIERRA PACIFIC INDUSTRIES**, and the **UNITED STATES OF AMERICA** ("Licensee"), acting through the U.S.D.A. Forest Service. Sierra Pacific Industries and Licensee are sometimes referred to herein individually as a "Party" and collectively as the "Parties". SPI PURCHASED ROSEBURG LAND + HONORED ORIG. AGREE (ATTCH.)

RECITALS

A. Roseburg Resources Company entered into that certain License Agreement with Licensee, dated May 10, 2006, pursuant to which Roseburg Resources Company authorized Licensee the use of existing roads on property owned by Roseburg Resources (the "Premises"), as more particularly described therein.

B. The term of the License expires on December 31, 2009.

C. Roseburg Resources Company has since sold the land under this agreement to Sierra Pacific Industries and the Licensee now desires to extend the term of the License for two (2) years, continuing through and including December 31, 2011, on the terms and conditions set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendments to the License. The License is hereby amended as follows:

1.1 The term of the License is extended for two (2) years, through and including December 31, 2011 (the "Extension Term") unless earlier terminated pursuant to the provisions of the License.

1.2 Licensee agrees to pay to Company an annual license fee (the "License Fee") for the use of the Property in the amount of $ 250.00 per year in advance on the same date of each successive year of the term of this Agreement, beginning on the Effective Date. If this Agreement is terminated by Company during any year this Agreement is in effect because Licensee is in default of this Agreement, the License Fee previously paid to Company by Licensee shall not be refundable to Licensee; however, if Company revokes this License during any year this Agreement is in effect, then Licensee shall receive a prorated refund, prorated on a monthly basis excluding any month in which this License was revoked, regardless of which day of the month Company revoked this License.

SAMPLE

Except as expressly amended, modified or supplemented by this Amendment, all of the terms, conditions and provisions of the License remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the date first above written.

SIERRA PACIFIC INDUSTRIES

By: Mike Thrush
Mike Thrush
Susanville District Land Manager

Date: 12-4-08

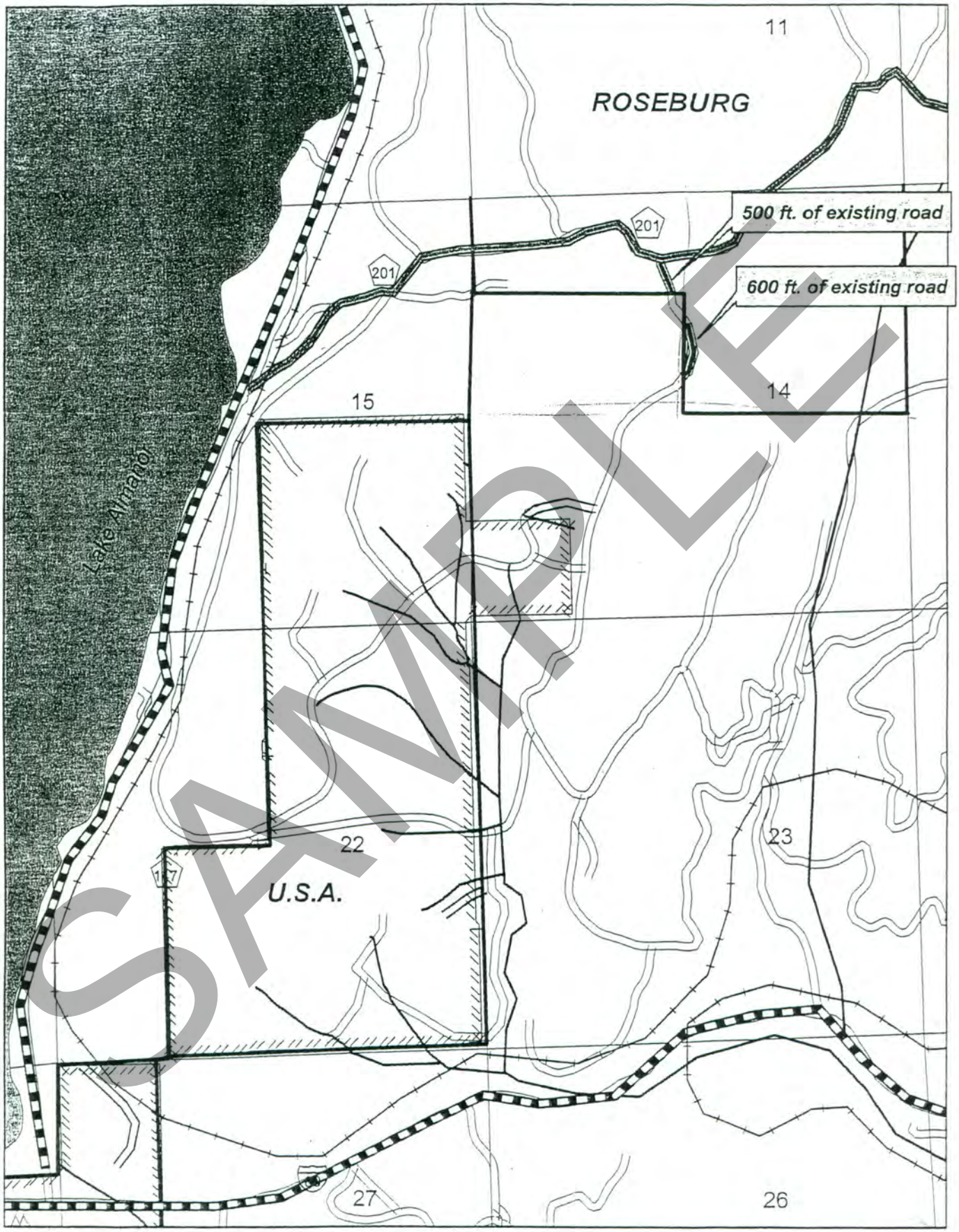
UNITED STATES OF AMERICA

By: Alice B Carlton
Alice B. Carlton, Forest Supervisor

Date: 3/19/09

SAMPLE

EXHIBIT A



SAMPLE

COLLINS PINE

ROAD LICENSE AGREEMENT
Plumas National Forest

Collins Pine Company, hereinafter referred to as "Licensor's," do hereby grant unto the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as "Licensee," a license for the reconstruction, maintenance, and use of a road, hereinafter referred to as "right-of-way", over the following described parcel of land, County of Plumas, State of California:

S ½ of Section 14, the W ½ of Section 23,
T.27 N., R.8 E., M.D.M.

The locations of the right-of-way are more specifically described on the Location Map attached as Exhibit A. The road use requirements are described in the Supplemental Maintenance Agreement attached as Exhibit B.

The width of said right-of-way shall be that of the existing road or more if necessary to accommodate cuts and fills.

The purpose of this license agreement is to provide temporary access to National Forest land and to facilitate the removal timber within the Canyon Dam Project.

The license shall begin with the date hereof and end December 31, 2013 .

The Licensee agrees to require that the Purchaser of the Canyon Dam MP ~~Thin Stewardship~~ TIMBER SALE shall, prior to the exercise of any rights under this License Agreement, provide to the Licensor, a certificate of insurance evidencing the following:

- Workers' Compensation Insurance with minimum limits of no less than $1,000,000;
- Commercial General Liability (CGL) insurance shall be maintained with minimum limits of $2,000,000 each occurrence; $2,000,000 General Aggregate; and $2,000,000 Products/Completed Operations Aggregate. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 or equivalent and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Such CGL insurance shall name and include **Collins Pine Company**, and all subsidiaries and affiliates of both, as Additional Insureds using ISO additional insured endorsement CG 20 10 11 85 or its equivalent; and
- Commercial Automobile Liability (CAL) insurance shall be maintained with minimum limits of $2,000,000 per accident. CAL insurance shall include coverage for any owned, non-owned, leased or hired vehicle written on an insurance industry standard form (CA 00 01) or equivalent.
- Loggers' Broad Form Property Damage (LGPD) insurance, with minimum limits of $2,000,000 each occurrence. Such LGPD insurance shall name and include, and all

SAMPLE

subsidiaries and affiliates of both as Additional **Collins Pine Company** insureds using ISO additional insured endorsement CG 20 10 11 85 or its equivalent.

- Complete logging operations tributary to this road within one logging season.
- Post a performance bond of **$2,000.00** to insure all provisions stated in this agreement are acceptably completed.

The Licensee is liable for bodily injury and property damages caused by the tortuous acts of its officers and employees acting within the course and scope of their employment in accordance with the provisions of the Federal Tort Claims Act (28 U.S.C. SS 1346(b), 2671-2680).

Licensee agrees to pay Collins Pine Company (licensor) a license fee of **$1,129.00**, payable prior to use of private roads.

Title to all timber on said right-of-way shall remain in Licensor. Licensee agrees that any timber cut in the reconstruction of the road by itself, its timber Purchaser, or permittees, shall, unless otherwise agreed to by Licensor, be minimal, be cut into logs of standard length and shall be decked at convenient points along the right-of-way for disposal by the Licensor. Licensee shall notify Licensor of timber species, and amounts of timber to be cut prior to cutting.

IN WITNESS WHEREOF, the above-named parties have hereunto subscribed their names to the License Agreement this 22nd day of November, 2010.

COLLINS PINE COMPANY

By: Jay C. Francis

JAY FRANCIS
Forest Manager

PLUMAS NATIONAL FOREST

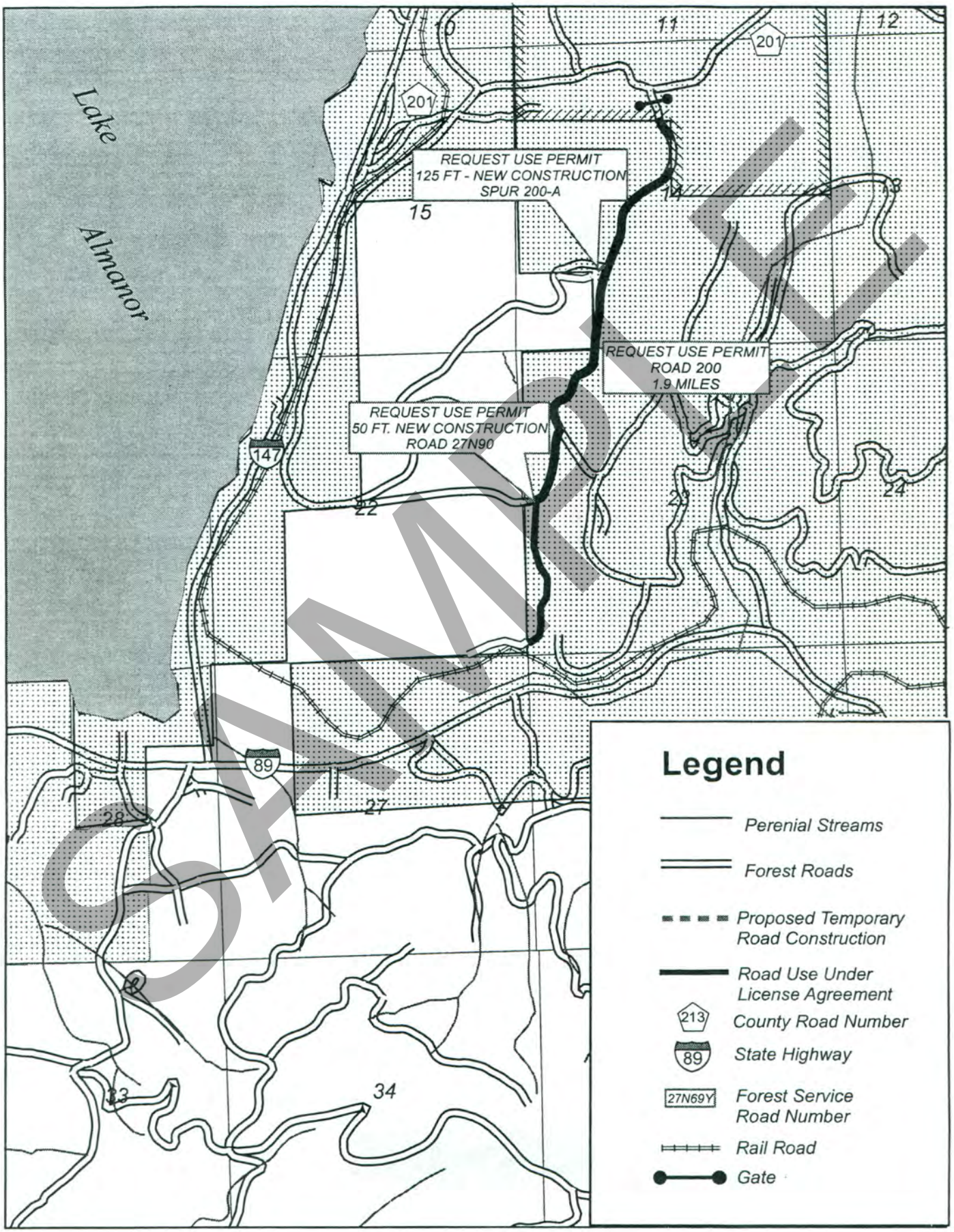
By: Alexia T. Garcia (for)

ALICE B. CARLTON
Plumas National Forest Supervisor

SAMPLE

EXHIBIT A

LOCATION MAP



SAMPLE

EXHIBIT B
Supplemental Maintenance Agreement

ROAD CONDITION DESCRIPTION AND PRE-HAUL WORK:
This Agreement is for the temporary use of three existing roads described and located on Exhibit A. These roads and their current condition are as follows:

Road 200 – This road totals 0.9 miles of existing road, in good condition. The intersection of Road 200A is at Milepost (MP) 0.75 and the intersection of Road 27N90 is located at MP 1.55.

Road 200A – Consists of 125 feet length of new construction to connect to an existing road on U.S.A. This location will develop a directional intersection, allowing log trucks and chip vans to navigate the intersection without undue widening. All slash and excess material generated by Purchaser's operations will be removed to National Forest Land. Two merchantable trees (10" dbh IC & a 12" dbh IC) are located within the road template and need to be cut. Merchantable trees will be cut to lengths that will maximize utilization and be decked separately along Road 200.

Road 27N90 – The road's intersection with Road 200 at MP 1.6 has grown in with brush requiring 50 feet of new construction. All slash and excess material, generated by Purchaser's operations will be removed to National Forest Land.

ROAD MAINTENANCE REQUIREMENTS:
All roads included in this agreement will be maintained in accordance with the following requirements. The specifications for these requirements are noted in the APPLICABLE MAINTENANCE SPECIFICATIONS.

Pre-Haul :
- Roads are in good condition and will not require pre-haul maintenance.

During-Haul :
- Roads will be maintained and bladed in accordance with specification T-803.
- Dust abatement will be performed in accordance with specification T-806 and with the Dust Abatement Plan
- Any existing drainage structures (culverts, dips, drivable waterbars, reinforced areas, low water crossings, etc.) will be maintained in accordance with specification T-806.

Post-Haul :
- Any damage occurring to road or drainage structures, will be repaired and reconstructed to the existing condition prior to use, in accordance with specificationT-805.
- Newly constructed roads on private land will be obliterated by tilling upon completion of haul.

APPLICABLE MAINTENANCE SPECIFICATIONS:

T-803 SURFACE BLADING

DESCRIPTION

1.1 Surface blading is keeping a native or aggregate Roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the crown, inslope or outslope of the Traveled Way, Turnouts, and Shoulder; repairing Berms; blending approach road intersections; and cleaning bridge decks, Drainage Dips, and Lead-off Ditches.

REQUIREMENTS

3.1 Surface blading shall be performed before, during, and after Purchaser's use as often as necessary to facilitate traffic and proper drainage.

3.2 The surface blading shall preserve the existing cross section. Surface irregularities shall be eliminated and the surface left in a free draining state and to a smoothness needed to facilitate traffic. Surface material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to prevent the loss of surface material and to provide for a thorough mixing of the material being worked.

3.3 Water, taken from Water Sources DESIGNATED ON EXHIBIT A, shall be applied during blading if sufficient moisture is not present to cut, mix, or compact the surface material.

3.4 On native surfaced roads, Material generated from backslope sloughing and ditch cleaning may be blended with the surface material being worked. On aggregate surfaced roads this Material shall not be blended with Surface or Base Course material unless agreed otherwise.

3.5 Roadway backslopes or Berms shall not be undercut nor shall new Berms be established unless agreed otherwise. Berms shall be repaired by placing Material as needed to restore the Berm to reasonably blend with existing line, grade, and cross section.

3.6 Drainage Dips and Lead-off Ditches shall be cleaned and maintained to reasonably blend with existing line, grade, and cross section.

3.7 Intersecting roads shall be bladed for a distance of 50 feet to assure proper blending of the two riding surfaces.

3.8 Rocks or other material remaining on the Traveled Way after the final pass that are larger than 4 inches in diameter or are larger than the maximum size of imported surfacing shall be removed from the Traveled Way. The oversized material shall be disposed of by sidecasting unless discussed otherwise. Sidecasting into streams, lakes or water courses will not be permitted.

3.9 Material resulting from work under this specification shall not remain on or in structures, such as Culverts, overside drains, cattleguards, ditches, Drainage Dips, and the like.

SAMPLE

3.10 Material resulting from work under this specification plus any accumulated debris shall be removed from bridge decks and the deck drains opened.

T-805 DRAINAGE STRUCTURES

DESCRIPTION

1.1 This work consists of maintaining Drainage Structures and related items such as inlet and outlet channels, existing riprap, trash racks and drop inlets.

MATERIALS

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

REQUIREMENTS

3.1 Drainage Structures and related items shall be cleared of all foreign material which has been deposited above the bottom of the structure and all vegetative growth which interferes with the flow pattern. Material removed that cannot be incorporated into maintenance work shall be hauled to a disposal site off National Forest land.

3.2 If outlet or inlet riprap was installed by Purchaser as a construction item or existed prior to Purchaser's haul, it shall be maintained in good condition including the replacement of riprap if necessary to previous line, grade, and cross section.

3.3 Perform maintenance to insure the proper functioning of the head walls, aprons, inlet assemblies, overside drains, riprap, trash racks, and other facilities related to the Drainage Structure.

T-806 DUST ABATEMENT

DESCRIPTION

1.1 This work shall consist of preparing Traveled Way and furnishing and applying materials to abate dust.

MATERIALS

2.1 The roads requiring dust abatement, type of dust abatement material to be used, the rates of application, and frequency of applications will be SHOWN ON THE DUST ABATEMENT PLAN. The Dust Abatement Plan may be changed by written agreement.

2.2 Water

Water sources: approved locations are shown on Exhibit A.

2.3 Dust abatement materials, other than water shall not be used except by agreement with the Licensor and the Forest Service.

DUST ABATEMENT PLAN

MATERIAL TYPE	WATER
ROAD SEGMENTS	All
INITIAL APPLICATION RATE	During Purchaser's operations other than hauling, complete dust abatement after 40 accumulated T.U. During hauling operations, complete dust abatement once a day before hauling.
SUBSEQUENT APPLICATION RATE & FREQUENCY	During Purchaser's operations other than hauling, complete dust abatement after 40 accumulated T.U. During hauling operations, complete dust abatement every 70 MBF hauled or as required to maintain complete dust abatement.

Notes: T.U. = Traffic Unit - Pickup or automobile (1 way) = 1 T.U. Semi Truck (2 way) = 15 T.U.
Complete Dust Abatement = Surface is firm, compacted and free of dust.

SPECIFICATION T-808 MISCELLANEOUS STRUCTURES

DESCRIPTION

1.1 Maintenance of miscellaneous structures includes cattleguards, gates, and other similar structures that have been previously installed to insure 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

3.2 Gates. Gates shall be kept in good repair and made to swing easily. Hinges or latches shall be repaired if not operating properly. Brush and debris shall be removed from within the swinging radius.

SAMPLE

PG&E
2127-08-0458

SECOND AMENDMENT TO LICENSE AGREEMENT DATED OCTOBER 5, 2006

THIS SECOND AMENDMENT TO LICENSE AGREEMENT (this "Amendment"), dated October 18, 2010, for reference purposes only, is made by and between **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("PG&E"), and the **UNITED STATES OF AMERICA** ("Licensee"), acting through the U.S.D.A. Forest Service. PG&E and Licensee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. PG&E entered into that certain License Agreement with Licensee (the "Original License"), dated October 5, 2006, pursuant to which PG&E authorized Licensee the use of existing roads on property owned by PG&E (the "Premises"), as more particularly described therein.

B. The term of the License expired on December 31, 2009 and, pursuant to that certain First Amendment to License Agreement (the "First Amendment") dated November 15, 2008 from PG&E to Licensee, PG&E permitted Licensee to continue their use of the Premises under the terms and conditions of the Original License, for two (2) years continuing through and including December 31, 2011. The Original License as amended by the First Amendment is hereinafter collectively referred to as the "License."

C. The Parties now desires to extend the term of the License for another two (2) years, continuing through and including December 31, 2013, on the terms and conditions set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendments to the License. The License is hereby amended as follows:

   1.1 The term of the License is extended for two (2) years, through and including December 31, 2013 (the "Extension Term") unless earlier terminated pursuant to the provisions of the License.

Except as expressly amended, modified or supplemented by this Amendment, all of the terms, conditions and provisions of the License remain in full force and effect and are hereby ratified and confirmed.

SAMPLE

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the date first above written.

PACIFIC GAS & ELECTRIC COMPANY
a California Corporation

By: _____
Robert L. Jones, Manager,
Land Management

Date: 10.25.10

UNITED STATES OF AMERICA

By: Maria T. Garcia for
Alice B. Carlton, Forest Supervisor

Date: 11/15/2010

Area 6
Chico Land Service Office
Operating Department: Hydro
T. 27 N., R. 8 E.,
Sec. 21, SE4 of SE4,
Sec. 22, SW4 of SW4,
MDB&M
FERC License Number: 2105
PG&E Drawing Number: N/A
LD of any affected documents: 2127-08-0429, 0446
LD of any Cross-referenced documents: N/A
Type of Interest: 11P, 24
SBE Parcel Number: 135-32-028B-3
Order# 2011151
JCN: N/A
County: Plumas
Utility Notice Numbers: N/A
Prepared By: JMC6
Checked By:
Date: 10/18/2010
Revision Number: N/A

SAMPLE

2127-08-0446

FIRST AMENDMENT TO LICENSE AGREEMENT DATED OCTOBER 5, 2006

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (this "Amendment"), dated November 15, 2008, for reference purposes only, is made by and between **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("PG&E"), and the **UNITED STATES OF AMERICA** ("Licensee"), acting through the U.S.D.A. Forest Service. PG&E and Licensee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. PG&E entered into that certain License Agreement with Licensee (the "License"), dated October 5, 2006, pursuant to which PG&E authorized Licensee the use of existing roads on property owned by PG&E (the "Premises"), as more particularly described therein.

B. The term of the License expires on December 31, 2009.

C. The Parties now desire to extend the term of the License for two (2) years, continuing through and including December 31, 2011, on the terms and conditions set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendments to the License. The License is hereby amended as follows:

1.1 The term of the License is extended for two (2) years, through and including December 31, 2011 (the "Extension Term") unless earlier terminated pursuant to the provisions of the License.

Except as expressly amended, modified or supplemented by this Amendment, all of the terms, conditions and provisions of the License remain in full force and effect and are hereby ratified and confirmed.

SAMPLE

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the date first above written.

PACIFIC GAS & ELECTRIC COMPANY
a California Corporation

By: _____
Loren Loo, Manager
Land Asset Management
Technical and Land Services

Date: 12/9/08

UNITED STATES OF AMERICA

By: _____
Alice B. Carlton, Forest Supervisor

Date: 11/20/08

Area 6
Chico Land Service Office
Operating Department: Hydro
T. 27 N., R. 8 E.,
Sec. 21, SE4 of SE4,
Sec. 22, SW4 of SW4,
MDB&M
FERC License Number: 2105
PG&E Drawing Number: N/A
LD of any affected documents: 2127-08-0429
LD of any Cross-referenced documents: N/A
Type of Interest: 11P, 24
SBE Parcel Number: ~~117-32-002A-T~~ 135-32-028B-3
Order# 2011151
JCN: N/A
County: Plumas
Utility Notice Numbers: N/A
Prepared By: JMC6
Checked By:
Date: 11/5/2008
Revision Number: N/A

SAMPLE

2127-08-0429

LICENSE AGREEMENT
FOR A RIGHT OF ENTRY FOR TEMPORARY USE
(LAKE ALMANOR)

This License Agreement For A Right of Entry for Temporary Use (this "**License Agreement**") is made and entered into this 25 day of August, 2006 (the "**Effective Date**") by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and the UNITED STATES OF AMERICA, acting through the U. S. Forest Service, U.S.D.A., hereinafter called "**Licensee**."

RECITALS:

A. PG&E owns the real property commonly known as the Lake Almanor water shed, State Board of Equalization No.117-32-002A, Parcels 1 & 2, hereinafter called the "**Property**", situate in the County of Plumas, State of California.

B. In conjunction with Licensee's timber operations on property adjacent to the Property, Licensee wishes to temporarily use a portion of the Property for ingress and egress over the existing roads on a portion of the Property as shown by the heavy dashed lines on **EXHIBIT "A"** attached hereto and by this reference made a part hereof (the "**License Area**").

C. Licensee has requested permission for Licensee to enter the License Area and conduct certain activities on the License Area as more fully described in this License Agreement, and PG&E is willing to grant such permission subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, PG&E and Licensee hereby agree as follows:

1. Temporary Right of Entry. Subject to the terms and conditions set forth in this License Agreement, PG&E hereby confers to Licensee a temporary, personal, non-exclusive and non-possessory right and license to enter, and for Licensee to allow Licensee's directors, officers, partners, members, managers, employees, contractors, subcontractors, consultants, representatives, agents, permittees and invitees ("**Licensee's Representatives**") to enter, at reasonable times, and from time to time, the Licensed Area for the sole purpose of using the roads as ingress and egress to Licensee's adjoining property and to haul timber across said roads, hereinafter referred to as "**Licensee's Activities**". All of Licensee's Activities shall be performed at Licensee's sole cost and expense. This License Agreement gives Licensee a license only and does not constitute a grant by PG&E of any ownership, leasehold, easement or other similar property interest or estate.

2. Fees. Licensee shall pay to PG&E, PG&E's standard administrative fee of Three Hundred Fifty Dollars ($350.00) within sixty (60) days of receipt of an invoice from PG&E.

SAMPLE

3. Work Plan. Licensee shall discuss with PG&E any specific requirements for Licensee's Activities on the Property, and shall prepare a work plan that incorporates such requirements and which describes in detail and with specificity the nature, scope, location and purpose of all of Licensee's Activities to be performed on the Property (the "**Work Plan**"). The Work Plan will be submitted to the following person at PG&E for approval: Mr. Jim Clawson, at 350 Salem Street, Chico, CA 95928, (530) 896-4256. PG&E reserves the right to request Licensee to provide additional information, reports, studies or other documents not included in the Work Plan. Licensee acknowledges and agrees that PG&E's review of the Work Plan is solely for the purpose of protecting PG&E's interests, and shall not be deemed to create any liability of any kind on the part of PG&E, or to constitute a representation on the part of PG&E or any person consulted by PG&E in connection with such review that the Work Plan is adequate or appropriate for any purpose, or complies with applicable Legal Requirements, as defined herein. Licensee and Licensee's Representatives shall not enter the Property nor commence any activity on the Property, including, but not limited to Licensee's Activities, without the prior written consent of PG&E to the Work Plan as set forth above, which consent shall be at PG&E's sole and absolute discretion. Licensee agrees and covenants that all of Licensee's Activities shall be performed solely within the License Area and in strict accordance with the approved Work Plan.

4. Term; Termination; Surrender. This License Agreement shall be in full force and effect commencing on the Effective Date of this License Agreement and terminating on December 31, 2009. **Provided however, that PG&E may terminate this License Agreement, at any time, for any reason or no reason, including, without limitation, pursuant to the provisions of General Order No. 69-C of the California Public Utilities Commission (the "CPUC"), upon twenty-four (24) hours written notice to the Licensee. (Licensee to initial here _____).** Upon the expiration or termination of this License Agreement, at Licensee's sole cost and expense, Licensee shall remove all of Licensee's and Licensee's Representative's personal property, remove all debris and waste material resulting from Licensee's Activities, and repair and restore the Property as nearly as possible to the condition that existed prior to Licensee's entry hereunder to PG&E's satisfaction. Licensee shall bear the entire cost of such removal, repair and restoration, and PG&E shall bear no liability for any costs caused or related to any termination of this License Agreement. In the event Licensee fails to comply with the requirements of this Section, PG&E may elect to remove such personal property and effect such removal, repair or restoration as necessary and recover such costs and expenses therefor from Licensee. Licensee shall pay such costs and expenses within ten (10) days of receipt of an invoice therefor. Licensee's obligations under this Section shall survive the expiration or termination of this License Agreement.

5. Condition of the Property. Licensee accepts the Property "as is", in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Property. Licensee acknowledges that one or more of the following (collectively, "**Potential Environmental Hazards**") may be located in, on or underlying the Property:

(a) electric fields, magnetic fields, electromagnetic fields, electromagnetic radiation, power frequency fields, and extremely low frequency fields, however designated, and whether emitted by electric transmission lines, other distribution equipment or otherwise ("**EMFs**");

SAMPLE

(b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term "**Hazardous Substances**" means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements, as defined herein, relating to the protection of human health or the environment, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:

(1) now or hereafter defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste" or "toxic substance" or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Clean Water Act, 33 U.S.C. §§1251 et seq.; the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. §§2014 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §§10101 et seq.; the California Hazardous Waste Control Law, Cal. Health and Safety Code §§25100 et seq.; the Porter-Cologne Water Quality Control Act, Cal. Water Code §§13000 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§25300 et seq.); and the Medical Waste Management Act (Health and Safety Code §§25015 et seq.); or

(2) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by the United States, the State of California, any local governmental authority or any political subdivision thereof; or

(3) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons on or about the Property or to the environment; or

(4) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(5) which contains lead-based paint or other lead contamination, polychlorinated biphenyls ("**PCBs**") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(6) which contains radon gas;

(c) fuel or chemical storage tanks, energized electrical conductors or equipment, or natural gas transmission or distribution pipelines; and

(d) other potentially hazardous substances, materials, products or conditions.

SAMPLE

Licensee shall take all necessary precautions to protect Licensee's Representatives from risks of harm from Potential Environmental Hazards, and Licensee shall be responsible for the health and safety of Licensee's Representatives. Licensee acknowledges that it has previously evaluated the condition of the Property and all matters affecting the suitability of the Property for the uses permitted by this License Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

6. Licensee's Covenants.

(a) Legal Compliance. Licensee covenants and agrees, at Licensee's sole cost and expense, promptly to comply, and cause all of Licensee's Representatives to comply, with (i) all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, including, but not limited to, those laws which relate to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Substances or to health, safety, noise, environmental protection, air quality or water quality, (ii) with the conditions of any permit, occupancy certificate, license or other approval issued by public officers relating to Licensee's Activities or Licensee's use or occupancy of the Property; and (iii) with any liens, encumbrances, easements, covenants, conditions, restrictions and servitudes (if any) of record, or of which Licensee has notice, which may be applicable to the Property (collectively, "**Legal Requirements**") regardless of when they become effective, insofar as they relate to Licensee's Activities or the use or occupancy of the Property by Licensee. The judgment of any court of competent jurisdiction, or the admission of Licensee in any action or proceeding against Licensee, whether or not PG&E is a party in such action or proceeding, that Licensee has violated any Legal Requirement relating to the use or occupancy of the Property, shall be conclusive of that fact as between PG&E and Licensee. Licensee shall furnish satisfactory evidence of such compliance upon request by PG&E;

(b) Notification of Investigations, Orders or Enforcement Proceedings. Licensee covenants and agrees to notify PG&E in writing within three (3) business days of any investigation, order or enforcement proceeding which in any way relates to the Property, or to any contamination or suspected contamination on, within or underlying the Property. Such notice shall include a complete copy of any order, complaint, agreement, or other document which may have been issued, executed or proposed, whether draft or final;

(c) Use of Property. Licensee covenants and agrees that Licensee shall not in any way interfere or permit any interference with the use by PG&E of the Property. Interference shall include, but not be limited to, any activity by Licensee that places any of PG&E's gas or electric facilities in violation of any of the applicable provisions of General Order Nos. 95 (Overhead Electric), 112 (Gas), and 128 (Underground Electric) of the CPUC or to any other applicable provisions of the laws and regulations of the State of California or other governmental agencies under which the operations of utility facilities are controlled or regulated. Licensee shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety; which minimum clearances are incorporated herein by reference; but in no event closer than ten (10) feet to any energized electric conductors or appliances. Licensee shall not drill, bore, or excavate under any circumstances;

SAMPLE

(d) Procedure for Entry. Licensee covenants and agrees that at least ten (10) business days prior to the entry by Licensee or any Licensee Representative upon the Property, Licensee shall notify Mr. Jim Clawson, at 350 Salem Street, Chico, CA 95928 ("**PG&E's Representative**") at (530) 896-4256 so that a representative of PG&E may be present to observe Licensee's Activities to ensure safety and protection of PG&E's Property and compliance with the terms and conditions of this License Agreement, if deemed necessary by PG&E;

(e) Licensee's Activities. Licensee covenants and agrees that Licensee and Licensee's Representatives shall notify PG&E, as part of the Work Plan, of any potential safety, environmental or other hazards to PG&E employees or property arising out of, or associated with, Licensee's Activities or stemming from conditions caused by Licensee, so that PG&E may take appropriate precautions. Licensee covenants and agrees that Licensee shall conduct Licensee's Activities in compliance with the Work Plan approved by PG&E and in such a manner so as to protect the Property, PG&E's utility facilities, the environment and human health and safety. Licensee shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon, produced, stored, used, discharged or disposed of on, or in the vicinity of, the Property. Licensee covenants and agrees to be responsible for the clean up and remediation of any releases of Hazardous Substances resulting from Licensee's Activities, or any activity by Licensee or Licensee's Representatives, and shall immediately report the details of any such releases to PG&E and to the appropriate regulatory agencies as required by any and all applicable law. In the event PG&E determines that Licensee's Activities in any way endanger the Property, PG&E's utility facilities, the environment, or human health and safety, PG&E may, at PG&E's sole and absolute discretion, require that the Licensee halt Licensee's Activities until appropriate protective measures may be taken to eliminate such endangerment to PG&E's satisfaction. Licensee shall hold PG&E harmless from any claims in any way resulting from any delay under this Section. PG&E's right to halt activities under this Section shall not in any way affect or alter Licensee's insurance or indemnity obligations under this License Agreement, nor shall it relieve Licensee from any of Licensee's obligations hereunder that pertain to health, safety, or the protection of the environment;

(f) Non-Interference. Licensee covenants and agrees to coordinate Licensee's Activities regarding the license granted herein to strictly avoid any interference with the use by PG&E of the Property and any adjoining lands owned by PG&E; and,

(g) Site Security. Licensee hereby covenants and agrees that Licensee and Licensee's Representatives shall comply with any and all PG&E's on-site safety and security requirements and any other rules and regulations that may be applicable to Licensee's Activities at the Property. Licensee covenants and agrees to cooperate with PG&E and abide by any and all orders or instructions issued by PG&E, its employees, agents or representatives. PG&E reserves the right to restrict access to the Property in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with PG&E's response thereto, or if emergency repairs or maintenance are required to PG&E facilities within or in the vicinity of the Property, or otherwise when PG&E deems it advisable to do so, including in connection with events and emergencies occurring or affecting PG&E's business operations located elsewhere than in the immediate vicinity of the Property.

SAMPLE

7. Indemnification: Release.

(a) The Federal Tort Claims Act, 28 U.S.C. 2671 et seq., is the sole authority for any liability in tort of the Licensee. To the extent allowed by the Federal Tort Claims Act, the Licensee shall be liable for the wrongful or negligent acts of federal employees arising out of, involving, or dealing with the Licensee's use or occupancy of the License Area.

(b) Licensee's use of the Property shall be at Licensee's sole risk and expense. Licensee accepts all risk relating to Licensee's occupancy and use of the Property.

8. Additional Activities. Licensee shall not perform any activities beyond Licensee's Activities specifically authorized by this License Agreement without the prior written consent of PG&E, which consent shall be at PG&E's sole and absolute discretion, and the prior consent, to the extent required by applicable law or regulation, of any governmental authority having jurisdiction, including, but not limited to, the CPUC or the Federal Energy Regulatory Commission.

9. Reserved Rights. The Property is currently used by PG&E in conjunction with the operation of PG&E's Lake Almanor that is owned by PG&E located adjacent to the Property. PG&E reserves the right to use the Property for any and all purposes which will not unreasonably interfere with Licensee's enjoyment of the rights hereby granted. PG&E reserves the right to make use of the Property for such purposes as it may deem necessary or appropriate if, and whenever, in the interest of its service to its patrons or consumers or the public, it shall appear necessary or desirable to do so. Licensee shall not make use of the Property in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Property by PG&E or others entitled to use the Property.

10. Compliance: Safety: Insurance. Licensee shall obtain, at Licensee's sole cost and expense any and all necessary permits, authorizations and approvals applicable to Licensee's Activities and to evidence compliance with all Legal Requirements. PG&E shall have a right to observe Licensee's Activities at any time to confirm Licensee's compliance with the requirements of this License Agreement and applicable laws. Licensee shall procure, carry and maintain in effect throughout the term of this License Agreement, in a form and with deductibles acceptable to PG&E and with such insurance companies as are acceptable to PG&E, the insurance specified in **EXHIBIT "B"** and by this reference made a part hereof. Prior to Licensee's entry onto the Property, Licensee shall provide PG&E with evidence of the insurance coverage required by this License Agreement as more specifically set forth in **EXHIBIT "B"**. Licensee is also responsible for the compliance of Licensee's consultants, contractors and subcontractors with the insurance requirements, as appropriate, provided that Licensee may, in the exercise of Licensee's reasonable judgment, permit Licensee's consultants, contractors and subcontractors to maintain coverages and limits lower than those specified so long as the coverages and limits required by Licensee are commercially reasonable in light of applicable circumstances. For so long as the Licensee hereunder is United States Of America, acting through the U. S. Forest Service, U.S.D.A., Licensee may elect to self-insure for any or all of the required coverage.

11. Mechanics' Liens. Licensee shall keep the Property free and clear of all mechanics' liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by Licensee or at Licensee's request or for Licensee's benefit. If any mechanics' liens are placed on the property in connection with

SAMPLE

Licensee's Activities set forth in this License Agreement, Licensee shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 3143 or any successor statute.

12. Notice. Any notices or communications hereunder shall be in writing and shall be personally delivered, or sent by first class mail, certified or registered, postage prepaid, or by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at the address or addresses listed below, or to such other address or addresses as such party may from time to time designate in writing. Notices shall be deemed received upon actual receipt of the notice by the party being sent the notice, or on the following business day if sent by overnight courier, or on the expiration of three (3) business days after the date of mailing.

If to PG&E:

Jim Clawson
Land Services
Pacific Gas and Electric Company
350 Salem Street
Chico, CA 95928

With copies to:

(If by certified mail)

Wendy T. Coleman, Esq.
Pacific Gas and Electric Company
P.O. Box 7442
San Francisco, California 94120
Phone No. (415) 973-6067

(If by personal delivery or overnight courier)

Wendy T. Coleman, Esq.
Pacific Gas and Electric Company
77 Beale Street, Mail Code B30A
San Francisco, California 94105

If to Licensee:

Mr. James Pass
Plumas National Forest
Mt. Hough Ranger District
39696 Highway 70
Quincy, CA 95971
(530) 283-7683

SAMPLE

With a copy to:

Mr. John Piper
Plumas National Forest
P. O. BOX 1158
Quincy, CA 95971
(530) 283-7758

13. Governing Law. This License Agreement shall in all respects be interpreted, enforced, and governed by and under State of California or Federal laws, as applicable.

14. Entire Agreement. This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended except by a written agreement executed by both parties.

15. Binding Effect. This License Agreement and the covenants and agreements herein contained shall be binding on, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns, subject to the limitations on assignment set forth in this License Agreement.

16. Assignment. This License Agreement is personal to Licensee, and Licensee shall not assign, transfer, convey or encumber the license and other rights herein granted or any portion thereof or interest herein.

17. No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

18. No Offsets. Licensee acknowledges that PG&E is executing this License Agreement in its capacity as the owner of real property, and not in its capacity as a public utility company or provider of electricity and natural gas. Notwithstanding anything to the contrary contained herein, no act or omission of Pacific Gas and Electric Company or its employees, agents or contractors as a provider of electricity and natural gas shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of PG&E and Licensee under this License Agreement. Further, Licensee covenants not to raise as a defense to Licensee's obligations under this License Agreement, or assert as a counterclaim or cross-claim in any litigation or arbitration between PG&E and Licensee relating to this License Agreement, any claim, loss, damage, cause of action, liability, cost or expense (including, without limitation, attorneys' fees) arising from or in connection with Pacific Gas and Electric Company's provision of (or failure to provide) electricity and natural gas.

19. No Dedication; No Third Party Beneficiary. The provisions of this License Agreement are for the exclusive benefit of the parties and their successors and assigns, and shall not be deemed to confer any rights upon any person except such parties and their successors and assigns, subject to the limitations on assignment set forth in this License Agreement. No

SAMPLE

obligation of a party under this License Agreement is enforceable by, or is for the benefit of, any other third parties.

20. Captions. The captions in this License Agreement are for reference only and shall in no way define or interpret any provision hereof.

21. Time. Except as otherwise expressly provided herein, the parties agree that as to any obligation or action to be performed hereunder, time is of the essence.

22. Severability. If any provision of this License Agreement shall be invalid or unenforceable, the remainder of this License Agreement shall not be affected thereby, and each provision of this License Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this License Agreement can be determined and effectuated.

23. Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

24. Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this License Agreement as Licensee, the liability of each such individual, corporation, partnership or other business association to perform Licensee's obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Licensee shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

25. Survival. The waivers of claims or rights, the releases and the obligations of Licensee under this License Agreement to indemnify, protect, defend and hold harmless PG&E and other Indemnitees shall survive the expiration or earlier termination of this License Agreement, and so shall all other obligations or agreements of PG&E and Licensee hereunder which by their terms survive the expiration or earlier termination of this License Agreement.

(no further text on this page)

SAMPLE

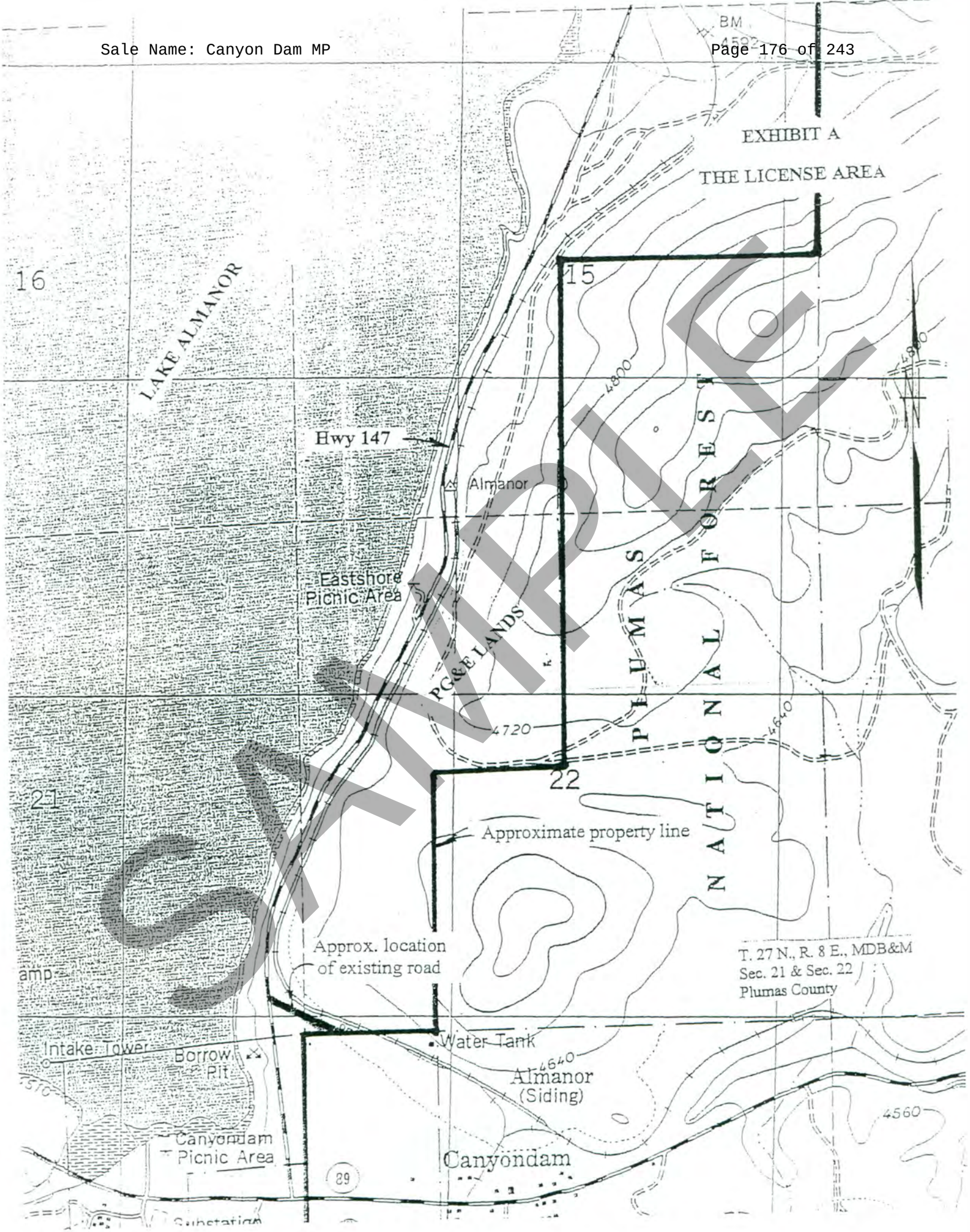


EXHIBIT A
THE LICENSE AREA
16
15
22
21
LAKE ALMANOR
Hwy 147
Almanor
Eastshore Picnic Area
PG&E LANDS
PLUMAS NATIONAL FOREST
4800
4720
4640
4560
Approximate property line
Approx. location of existing road
T. 27 N., R. 8 E., MDB&M
Sec. 21 & Sec. 22
Plumas County
Water Tank
Intake Tower
Borrow Pit
Almanor (Siding)
Canyondam Picnic Area
Canyondam
89
SAMPLE

EXHIBIT B

INSURANCE REQUIREMENTS

Licensee shall procure, carry and maintain in effect throughout the term of this License Agreement, in a form and with deductibles acceptable to PG&E and with such insurance companies as are acceptable to PG&E, the following insurance coverage. Licensee is also responsible for the compliance of its contractors and subcontractors with the insurance requirements set forth below, as appropriate.

A. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance or self-insurance indicating compliance with any and all applicable labor codes, acts, laws or statutes, state or federal.

2. Employer's Liability insurance shall not be less than One Million Dollars ($1,000,000) for injury or death, each accident.

B. Commercial General Liability

1. Commercial General Liability coverage with respect to the License Area and the use, occupancy and activities by and on behalf of Licensee, its employees and agents on or about the License Area, including construction and other related activities on the License Area, against claims for bodily injury (including death) and property damage (including loss of use), and at least as broad as the Commercial General Liability insurance occurrence policy form CG 00 01, or a substitute form providing equivalent coverage, covering liability imposed by applicable laws upon Licensee and such other insured parties ("Commercial General Liability Insurance"), having limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, for bodily injury and property damage, personal injury liability, and products and completed operations. Defense costs are to be provided as an additional benefit and not included within the limits of liability of the Commercial General Liability Insurance. Products and completed operations coverage shall remain in effect until two (2) years following completion of construction.

2. Coverage shall include: a) an "Additional Insured" endorsement (ISO Additional Insured form CG 2026, or a policy provision or substitute endorsement providing equivalent coverage, as reasonably approved by PG&E) adding as additional insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of work performed by or for Licensee; and b) an endorsement or policy provision specifying that the Licensee's insurance is primary and that any insurance or self-insurance maintained by PG&E shall be excess and non-contributing.

SAMPLE

C. Business Auto

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "auto."

2. The limit shall not be less than Two Million Dollars ($2,000,000) each accident for bodily injury and property damage.

D. Additional Insurance Provisions

1. Upon the Effective Date of the License Agreement, and before commencing any work, Licensee shall furnish PG&E with two (2) sets of certificates of insurance evidencing all required insurance for Licensee, including copies of required endorsements.

2. All policies shall provide (or be endorsed to provide), and all certificates of insurance shall expressly specify, that the insurer will provide PG&E thirty (30) days advance written notice of policy cancellation, failure to renew, or reduction of coverage.

3. Certificates of insurance must be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates and endorsements shall be submitted to:

Pacific Gas and Electric Company Insurance Department One Market, Spear Tower, Suite 2400 San Francisco, California 94105	Pacific Gas and Electric Company 350 Salem Street Chico, CA 95928 Attention: Land Agent

4. Upon request, Licensee shall furnish PG&E evidence of insurance for its agents or contractors.

5. All insurance required under this Agreement shall be effected under valid enforceable policies issued by insurers of recognized responsibility, as reasonably determined by PG&E.

6. Should Licensee elect to self-insure for any required insurance, Licensee shall be liable to PG&E for the full equivalent of insurance coverage which would have been available to PG&E if the applicable insurance policies had been obtained by Licensee from a third party insurer, in full compliance with the provisions of this Exhibit B, and shall pay on behalf of or indemnify PG&E for all amounts which would have been payable by the third party insurer. In addition, Licensee shall act with the same promptness and subject to the same standards of good faith as would apply to a third party insurance company.

7. Any policy of liability insurance required to be maintained hereunder by Licensee may be maintained under a so-called "blanket policy" insuring other locations and/or other persons, so long as PG&E is specifically named as an additional insured under such policy and the coverages and amounts of insurance required to

SAMPLE

be provided hereunder are not thereby impaired or diminished. In addition, liability insurance coverages may be provided under single policies for the full limits, or by a combination of underlying policies with the balance provided by excess or umbrella liability insurance policies.

8. Licensee agrees to deliver complete certified copies of all policies, and/or to permit PG&E to inspect the original policies at any time and from time to time at PG&E's request.

SAMPLE

CT5.31# – ROAD MAINTENANCE REQUIREMENTS (7/01)
Purchaser shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications										
	From	To		T801	T802	T803	T804	T805	T806	T807	T808	T809	T810	T811
27N79	PC 306	MP 0.3	0.3											
27N80	HWY 89	MP 0.9	0.9											
27N99A	MP 0.0	MP 0.5	0.5	P		P	P	P		P				
27N99-1	27N80	MP 0.9	0.9	P		P	P	P		P				
27N99-2	MP 0.2	MP 0.8	0.6	P		P	P	P		P				
27N99-3	PC306	MP 0.2	0.2					P						
PG&E	SR 147	MP 0.3	0.3			P	P							
PVT 200	PC 201	MP 2.5	2.5			P	P							
PC 201	SR 147	PVT	1.2											

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications										
	From	To		T801	T802	T803	T804	T805	T806	T807	T808	T809	T810	T811
27N79	PC 306	MP 0.3	0.3			P	P		P					
27N80	HWY 89	MP 0.9	0.9			P	P		P					
27N99A	MP 0.0	MP 0.5	0.5	P		P	P		P					
27N99-1	27N80	MP 0.9	0.9	P		P	P		P					
27N99-2	MP 0.2	MP 0.8	0.8	P		P	P		P					
27N99-3	PC306	MP 0.2	0.2			P	P		P					
PG&E	SR 147	MP 0.3	0.3			P	P		P					
PVT 200	PC 201	MP 2.5	2.5			P	P		P					
PC 201	SR 147	PVT	1.2			P	P		P					

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications										
	From	To		T801	T802	T803	T804	T805	T806	T807	T808	T809	T810	T811
27N79	PC 306	MP 0.3	0.3		P	P	P							
27N80	HWY 89	MP 0.9	0.9			P	P							
27N99A	MP 0.0	MP 0.5	0.5		P	P	P							
27N99-1	27N80	MP 0.9	0.9			P	P							
27N99-2	MP 0.2	MP 0.8	0.8			P	P							
27N99-3	PC306	MP 0.2	0.2		P	P	P							
PG&E	SR 147	MP 0.3	0.3			P	P							
PVT 200	PC 201	MP 2.5	2.5			P	P							
PC 201	SR 147	PVT	1.2			P	P							

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

The maximum volume of Purchaser responsibility for (T801) slide and slump repair for all roads is 40 C.Y. the maximum for any single road is 10 C.Y.

SAMPLE

Table B – Dust Abatement Plan

MATERIAL TYPE	WATER	MAGNESIUM CHLORIDE
ROAD SEGMENTS	All	Same as water
INITIAL APPLICATION RATE	During Purchaser's operations other than hauling, complete dust abatement after 40 accumulated T.U.	Same as water
	During hauling operations, complete dust abatement once a day before hauling.	During hauling operations, complete dust abatement before hauling at 0.5 Gal./S.Y.
SUBSEQUENT APPLICATION RATE AND FREQUENCY	During Purchaser's operations other than hauling, complete dust abatement after 40 accumulated T.U.	Same as water
	During hauling operations, complete dust abatement every 82 CCF hauled or as required to maintain complete dust abatement.	During hauling operations, complete dust abatement with water as required. Every 8,200 CCF hauled complete dust abatement at 0.5 Gal./S.Y.
PREPARATION METHOD	N/A	Method 1
WEIGHT VOLUME CONVERSION FACTOR	N/A	182 Gal./Ton

Notes: T.U. = Traffic Units (T.U.) as referenced in commensurate share calculations.
Pickup or automobile (1 way) = 1 T.U.
Semi Truck (2 way) = 15 T.U.

Complete Dust Abatement = Surface is firm, compacted and free of dust.
Other dust palliatives may be used when agreed to by the Forest Service.

SAMPLE

CT5.35# – ROAD AND WATER SUPPLY USE (5/2008)

National Forest water supply locations, access, method of filling trucks, period of water availability and procedures designed to maintain water quality at each location shall be agreed in advance of use. Such use shall at no time reduce water supplies to the level that further use may be detrimental to aquatic resources or other established use. Waterholes and other improvements relating to said water supplies shall be put into condition, prior to expected seasonal periods of precipitation or runoff, to avoid resource damage.

Damage to resources at such locations caused by Purchaser's Operations, other than fire suppression activities, shall be repaired by Purchaser in a timely and agreed manner to the extent practicable to restore and prevent further resource damage.

Unless otherwise agreed, Purchaser’s use of roads and other water supply requirements shall conform to the following table.

Specifications Pursuant to

CT5.35# - Requirements of Road and Water Supply Use

Load Limitations	Purchaser shall notify Forest Service in writing of the planned size and load distribution for equipment which exceeds the State of California Vehicle Code legal size and weight, and the National Forest System roads to be used. Such notice may be part of plan of operation under BT6.311. Within l5 days after receipt of the written notice Forest Service shall notify Purchaser in writing of any regulations or restrictions that may be needed to protect National Forest Transportation Facilities. A written permit shall be required for moving any vehicle which is in excess of the established legal size and weight which is not listed in the above plan, except as may be authorized in prior written agreements.
Existing Non-National Forest System Roads	Roads not shown on Sale Area Map may be used as Temporary Roads if there is agreement before use is started.

SAMPLE

<table>
<tr><td>Snow Removal</td><td>If Purchaser removes snow from roads, such work shall be done with Forest Service approval and in a manner that will protect roads and adjacent resources.

Snow berms shall be removed or placed to avoid accumulation of melt water on the road and prevent water concentration on erosive slopes or soils.

Snow must not be removed to the road surface. A minimum <u>6</u> inch snow depth must be left to protect the roadway. If the road surface is damaged, Purchaser shall replace lost surface material and repair structures damaged in blading operations prior to hauling, unless climatic conditions prevent necessary work from being accomplished or as otherwise agreed in writing.

Single lane roads shall be plowed full width including turnouts. In event double lane roads are not plowed to full width, warning signs shall be required and plowing shall be no less than single lane (12 feet) with intervisible turnouts.</td></tr>
<tr><td>Water Supply Deposits</td><td>N/A</td></tr>
<tr><td>Surface Replacement Deposits</td><td>Purchaser shall make Required Deposits for deferred surface replacement (16 U.S.C. 537) for use of existing surfaced roads. If applicable, such deposits shall be based upon the volume and distance hauled on the roads and at the applicable rates listed in the table below titled Surface Replacement Deposit Schedule. If Purchaser uses surfaced roads under jurisdiction of Forest Service other than those listed, Forest Service may establish applicable rates for such surfaced roads.

SURFACE REPLACEMENT DEPOSIT SCHEDULE

<table>
<tr><th>Road No.</th><th>From</th><th>To</th><th>Miles</th><th>Rate</th></tr>
<tr><td>27N79</td><td>PC306</td><td>MP 0.3</td><td>0.3</td><td>$0.15/CCF</td></tr>
<tr><td>27N80</td><td>HWY 89</td><td>MP 0.9</td><td>0.9</td><td>$0.15/CCF</td></tr>
<tr><td>27N99A</td><td>MP 0.0</td><td>MP 0.5</td><td>0.5</td><td>$0.15/CCF</td></tr>
<tr><td>27N99-1</td><td>27N80</td><td>MP 0.9</td><td>0.9</td><td>$0.15/CCF</td></tr>
<tr><td>27N99-2</td><td>MP 0.2</td><td>MP 0.8</td><td>0.6</td><td>$0.15/CCF</td></tr>
<tr><td>27N99-3</td><td>PC306</td><td>MP 0.2</td><td>0.2</td><td>$0.15/CCF</td></tr>
</table>
Sale Area Average Rate: $0.15/CCF</td></tr>
</table>

SAMPLE

CT6.24# – 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:
After Timber Sale award, a Sale Area Map (SAM 3 of 3) will be available to the purchaser, and will indicate known locations of Cultural Resources that are to be avoided, and protected. Known sites are indicated on the ground by red/black "candy stripe" flagging and red plastic "CA" tags stapled to trees.

Wildlife and Botanical Protection Measures:
There is a northern goshawk nest site and associated Protected Activity Center (PAC) located in the area between Payment Units 6 and 7a/7c and as shown on the SAM. Between March 1 and September 15 no project activities; including road construction, maintenance or hauling may occur within the PAC. See also CT6.315.

Within the Timber Sale boundary, there may be trees that are designated by "Wildlife Tree" signs attached to the tree or white paint. These trees are to be avoided, and protected.

Cave Resource Protection Measures: N/A

CT6.314 - RELEASE OF PAYMENT UNITS (8/2006)
Except for Specified Road Payment Units, Forest Service shall not Release for Cutting more Payment Units than can be logged within 60 calendar days at Purchaser's normal rate of logging. Unless otherwise agreed in writing, upon completion of all contract requirements in a Payment Unit, additional Payment Units may be Released for Cutting.

SAMPLE

CT6.315# - SALE OPERATIONS SCHEDULE (8/2006)
Unless otherwise agreed in writing, Purchaser's operations shall be performed in accordance with the following schedule:

Schedule Pursuant to CT6.315# - Sale Operations Schedule

Area/Unit	Conditions of Operation	Purpose
All Units	On slopes greater than 35% there are skidding restrictions. Skidding of products must be performed downslope, and uphill (return) traffic must utilize separate trails.	Protection of Soil
All Units	Operations may occur when the upper 8 inches of soil is dry, based on the following field method; reach down and collect a small quantity of soil and try to mold it into a ball. If a ball is formed that holds together under repeated tosses, the soil is too wet for equipment operations. Winter operations may occur only when the ground is frozen to a depth of over 5 inches, or over 8 inches of packed snow.	Protection of Soil
Protected Activity Center as shown on SAM	Between March 1 and September 15 no project activities; including road construction, maintenance or hauling may occur within the PAC.	Prevent disturbances to northern goshawk nesting area
3	No felling, bunching, skidding or landing of products shall occur within 500 feet of the Sierra Bible Camp permitted boundary (delineated by blue drums) between June 1 and August 27 and over Labor Day weekend (including Friday, Saturday, Sunday and Monday) in September. However, hauling may occur on road 27N99 during this period.	Public Safety

SAMPLE

Schedule Pursuant to CT6.315# - Sale Operations Schedule (8/2006)

Area/Unit	Conditions of Operation	Purpose
Sale Area	Tillage of landings, temporary roads, and skid trail approaches to landings at slopes <25% (to a distance of 200 feet) will be required prior to closure of unit. To achieve the best results and prevent additional soil damage, a winged subsoiler should be used. A drawing with design specifications is included.(Exhibit A) Close and barricade all new temporary roads. Obliterate new temporary roads that have partial-bench construction by pulling the fill slope material and recreating and stabilizing (using mulch and seed) the original slope contour. If slash or wood chips are not available, certified weed free straw or rice straw shall be used.	Restoration of Disturbed Soil Areas and Protection of Watersheds
All Units	Mechanized equipment cannot operate within Equipment Exclusion Zones of streams or wetlands. Notwithstanding protection provided by boundary location, the areas adjacent to wetlands may have buffer zones delineated by blue/white "candy stripe" flagging. Mechanized equipment may only enter these buffer zones in the most direct manner to cut and remove designated timber. Any entries and/or crossings of these areas are to be at right angles to flow, and with prior coordination between purchaser, SA and specialists. Within RHCAs, bare ground resulting from operations should be mulched. If slash or wood chips are not available, certified weed free straw or rice straw shall be used. A table has been attached to show the distances for protective measures if previously undelineated streams/wetlands are encountered, or if flagging has deteriorated. (Exhibit B)	Protection of Streams/Wetlands

SAMPLE

Exhibits Pursuant to CT6.315# - Sale Operations Schedule (8/2006)

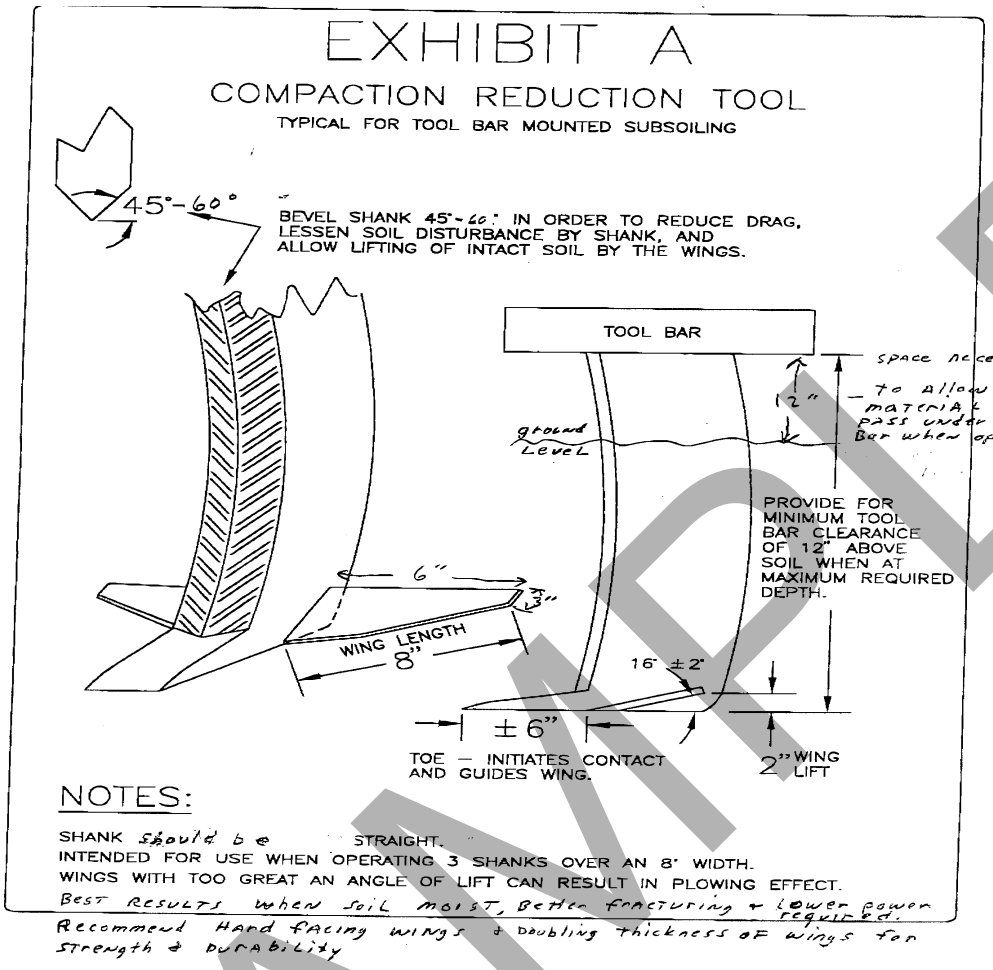


Exhibit B

Stream/Wetland Type	Equipment Exclusion Zone			Total Buffer Width
	Slope Perpendicular To Channel			
	0- 15%	15 - 25 %	> 25 %	
Perennial, fish bearing	50 ft	75 ft	150 ft	150 ft
Perennial, not fish bearing	25 ft	50 ft	75 ft	75 ft
Intermittent	12.5 ft	25 ft	50 ft	50 ft
Ephemeral	12.5 ft	25 ft	50 ft	50 ft

Distances shown are measured out both directions from streambank. For example, there is an ephemeral stream within a unit; a 100 ft buffer would be applied along the streamcourse, fifty feet to either side of the scoured streambed. There is an 18% slope down from the cutting area to the streambed. No equipment can enter the 25 feet Equipment Exclusion Zone on either side of the streambed. Limited equipment use would be allowed in the remaining 25 feet of the buffer.

SAMPLE

CT6.32# – PROTECTION OF RESERVE TREES (4/04)
Purchaser’s damage or destruction of reserve trees described in CT2.3# will cause serious and substantial silvicultural or other damage to the National Forest. It will be difficult if not impossible to determine the amount of such damage. Therefore, Purchaser shall pay as fixed, agreed, and liquidated damages **$4,628.00** for each **Rust Resistant Sugar Pine** reserve tree and **$250.00** for each **cruiser certification** reserve tree damaged or destroyed by Purchaser's Operations, in addition to amounts payable under BT3.44 and BT3.45.

Damage, as used herein, includes any injury to the living crown, bole, or roots of reserve trees. If areas are marked on the ground around such reserve trees, operation of heavy equipment or skidding of products within the area shall be considered to be damage to the tree.

CT6.331 - LOG TRUCKING (8/2006)
To promote safe operations on National Forest roads and on Specified Roads, loads shall be safely secured before trucks move from the landing or loading location.

CT6.37 - SUBSTITUTE METHODS (8/2006)
Notwithstanding other provisions herein, for minor changes such as changes in logging systems for areas smaller than 5 acres, Purchaser and Forest Service may agree in writing that use of substitute methods or equipment will achieve Forest Service objectives under this contract and may be used in lieu of those specified for Purchaser's Operations.

SAMPLE

CT6.41# – FELLING, BUCKING, AND LIMBING (8/2007)

Unless otherwise agreed in writing, Purchaser's felling, bucking, and limbing operations shall be conducted as specified in the table below.

Specifications and Treatments Pursuant to
CT6.41# - Felling, Bucking and Limbing

Treatment Method and Applicable Map Symbol	Felling, Bucking and Limbing Specifications
Limbing	N/A
No Lop	N/A
Whole Tree Yarding "Whole"	Notwithstanding the requirements above, within units or subdivisions designated "Whole" on Sale Area Map, trees smaller than **24** inches DBH shall be skidded/yarded to agreed landing locations prior to limbing, bucking, and lopping. Trees larger than or equal to **24** inches DBH shall be bucked into two or more pieces with the butt portion being no longer than **41** feet prior to skidding/yarding. The butt log **shall** be limbed prior to skidding/yarding.
Directional Felling "DF"	Within areas designated DF on Sale Area Map, Included Timber shall be directionally felled away from **improvements, structures, non-Federal lands, overhead lines, rail lines, roads, stream courses and control areas** with the use of specialized equipment. Such directional felling shall not be required when in the faller's judgment it is unsafe to do so, and shall be left standing.
Treatment of Stumps "TS"	Within areas shown on Sale Area Map, Purchaser shall treat stumps of all live **coniferous** trees equal to or greater than **14** inches stump diameter, (measured inside bark) unless otherwise agreed in writing. Treatment shall be with a borate compound registered by EPA in the State of California for prevention of annosus root disease. Treatment shall consist of removal of sawdust and other loose debris from the cut surface of the stump and application of a thin layer of the borate compound uniformly over the entire cut surface, including exposed wood surfaces on the stump sides, at the rate specified on the product label. Any surface irregularities on the stump preventing application of a uniform layer of borate compound shall be cut level prior to treatment. Unless waived in writing, Purchaser shall also apply an approved colorant mixed with the borate compound to insure complete coverage. Treatment should be done as soon as possible but shall be completed no later than **8** hours after felling, otherwise stumps shall be re-cut

SAMPLE

<table>
<tr><td></td><td>and treated.

Purchaser shall not apply borate compound during heavy rain fall or when such precipiation rate is predicted within 4 hours of application to cause borate compound to be flushed off the stump and become ineffective, in that case treatment shall be reapplied. Application shall be completed within 24 hours of the precipitation having ceased. Borate compound also shall not be applied to stumps located within 25 feet of live streamcourses and meadows/wetlands shown on Sale Area Map and/or N/A feet of sensitive plant location boundaries as flagged on the ground.

Purchaser shall provide the borate compound and colorant and apply it in compliance with the State of California laws and regulations pertaining to pesticides and pest control operations. Borate compound storage shall be located such that any spillage will not contaminate water. All spills shall be promptly cleaned up and spilled material disposed of according to the product label. All spills occuring in water or over 25 pounds shall be reported to Forest Service within 24 hours.

Purchaser shall submit at the end of each month a “Monthly Summary of Pesticide Use Reports” to the appropriate County Agricultural Commissioner with a copy to the District Ranger.</td></tr>
<tr><td>Maximum Log Length</td><td>N/A</td></tr>
<tr><td>Minimum Stump Height</td><td><table>
<tr><td>Unit</td><td>Minimum Stump Height (inches)</td><td>Purpose or Reason</td></tr>
<tr><td>ALL</td><td>3</td><td>Timber Accountability</td></tr>
</table></td></tr>
</table>

SAMPLE

CT6.42# - GROUND BASED SKIDDING (8/2006)

Unless otherwise agreed in writing, the method of skidding Included Timber shall be as shown on the Sale Area Map, by areas, with symbols defined in the following table:

Ground-Based Skidding Table - CT6.42#

Map Symbol	Requirements
TRAC	Skid road pattern shall be agreed in advance of felling and main skid roads shall be flagged on the ground in advance of felling. Purchaser shall stage-log by felling and skidding Included Timber in two or more separate operations when necessary to prevent undue damage to the resources or residual stand. Needed tractor trails shall be constructed in advance of skidding. Products shall be end-lined as needed to protect resources or residual timber from unnecessary damage. The number of chokers shall be limited as necessary to avoid unnecessary damage to resources or residual timber. By agreement, tractors may be used to separate products to prevent stain.
SUSP	Products shall be skidded with leading end clear of ground.
SPACE	Skid roads will average **100** feet from center to center, except where converging.
ENDL	Endlining shall not be required for distances in excess of **150** feet uphill, and **150** feet downhill.
MAX	Tractors used for skidding outside Clearcutting Units, regeneration units or other authorized clearings, shall be of the type (rubber-tired or track-laying) shown on the Sale Area Map and shall not exceed the overall width designated on Sale Area Map.
MH	Purchaser shall cut Included Timber and move it to designated skid trails using equipment with a boom having an operating radius of at least **20** feet for bunching trees, capable of severing, lowering and placing trees up to **22** inches diameter at stump height on the ground prior to skidding. Such equipment must be capable of operating on slopes up to **35** %. Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources from unnecessary damage. Trees which exceed capability of specified equipment may be felled, bucked and skidded in a manner consistent with the requirements of BT6.41 - Felling and Bucking, C(T)6.41# - Felling, Bucking, and Limbing Requirements and the above “TRAC”, “SUSP”, “SPACE”, “ENDL”, and “MAX” requirements.
CTL	Included Timber shall be felled, limbed and bucked by a self-

SAMPLE

(N/A)	propelled mechanical harvester capable of producing finished sawlogs or chippable boles. Limbs of Included Timber shall be placed evenly in the machinery skid trail prior to product removal. The harvester shall be an all-wheel drive machine with at least 3 axles and a processing head mounted on a boom having a minimum-operating radius of 20 feet. Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources or residual timber from unnecessary damage. All Products shall be removed by an all-wheel drive forwarder with at least 3 axles capable of self-loading and unloading. The forwarder shall carry all products free of the ground during removal. The loading crane shall have a minimum-operating radius of 15 feet. Log landings and transfer points shall be agreed in advance of harvesting. Included Timber exceeding the harvester's capability may be felled by conventional chainsaw methods, forwarded to nearest skid trail and processed into a finished Product with harvester or chainsaw, consistent with the requirements BT6.61 - Meadow Protection, BT6.41 - Felling and Bucking, CT6.41# - Felling, Bucking, and Limbing and the above “TRAC”, “SUSP”, “SPACE”, “ENDL”, and “MAX” requirements.
PB (N/A)	Purchaser shall cut Included Timber and move trees to pre-approved skyline corridors to facilitate skyline yarding using equipment with a boom having an operating radius of at least **N/A** feet for bunching trees, capable of severing, lowering and placing trees up to **N/A** inches diameter at stump height on the ground prior to yarding. Such equipment must be capable of operating on slopes up to **N/A** %. Bundles shall not exceed yarder capability or cause unnecessary damage to residual stand. Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources from unnecessary damage. Such trees shall be felled away from the corridor in a manner that minimizes residual stand damage during yarding. Included Timber exceeding the feller's capability may be felled by conventional chainsaw methods
HCTL (N/A)	Included Timber shall be felled, limbed and bucked by a self-propelled mechanical harvester capable of producing finished sawlogs or chippable boles. Such equipment must be capable of operating on slopes up to **N/A**%. The harvester shall be an all-wheel drive machine with at least 3 axles, or track mounted, and a processing head mounted on a boom having a minimum-operating radius of 20 feet. Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources or residual timber from unnecessary damage. Included Timber exceeding the harvester's capability may be felled by conventional chainsaw methods

SAMPLE

CT6.5 - STREAMCOURSE PROTECTION (8/2006)
Unless otherwise agreed in writing, wheel or track laying equipment shall not operate within "Buffer Strips" except as necessary for fire suppression activities. “Buffer Strips” are areas marked on the ground or are within the distances identified on the Sale Area Map measured from the apparent high water mark of streamcourses. Boundaries of Buffer Strips may be modified by agreement in writing to meet unforeseen operating conditions.

Culverts, bridges, or other suitable structures shall be required on skid roads and trails only at points where it is necessary to protect Stream courses. The type of crossing structures, method of installation and removal shall be determined by agreement. Purchaser in accordance with CT6.6 - Erosion Prevention and Control, shall remove such structures and associated fills.

Damage to Stream course or Buffer Strips caused by unauthorized Purchaser's Operations shall be repaired by Purchaser in a timely and agreed manner to the extent practical as determined by Forest Service to restore and prevent further damage to Stream courses.

CT6.6# - EROSION PREVENTION AND CONTROL (5/2008)

Erosion prevention and control work, including Streamcourse protection, required by CT6.5 and BT6.6 shall be completed within l5 calendar days after skidding operations related to each landing are substantially completed or after Forest Service designation on the ground of work where such designation is required hereunder. Said time limit shall be exclusive of full days lost in Purchaser's Operations due to causes beyond Purchaser's control. Such on the ground designation shall be done as promptly as feasible unless it is agreed that the location of such work can be established without marking on the ground. After September 15 and as long thereafter as operations continue the work shall be done as promptly as practicable. Damage resulting from Purchaser's Operations due to failure to perform required work shall be repaired by Purchaser.

Notwithstanding other provisions in this contract and unless otherwise agreed in writing, any hay, straw, or mulch used in this contract shall be State of California certified weed free.

Additional erosion control requirements of this contract are listed in the following table.

SAMPLE

Specifications Pursuant to CT6.6# - Erosion Prevention and Control

Vegetative Soil Stabilization N/A

Special Erosion Prevention Measures Purchaser shall give adequate treatment by spreading slash or wood chips or by agreement giving other treatment to portion of tractor roads, skid trails, landings, cable yarding corridors, tractor-end lined corridors and Temporary Road fills where necessary to supplement other erosion prevention measures required elsewhere in this contract. In no event shall Purchaser be required to treat more acres than that shown in the legend of Sale Area Map. The specific locations to be treated shall be designated on the ground by Forest Service. These special erosion prevention measures are to be done within the same date and time periods as stated above.

Soil Scarification N/A

Backblading N/A

Tillage In addition to meeting the requirements of BT6.64, unless otherwise agreed in writing, tillage shall be required on the areas listed in the following table.

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

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

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

Areas to Till	Tillage Depth (Inches)	Maximum Acres to Treat
Landings	16	10
Main Skid Roads and Tractor Roads designated by Forest Service	16	5
Temporary Roads	16	4

SAMPLE

CT6.7# - SLASH TREATMENT (8/2006)
Purchaser shall pile, scatter, yard, construct firelines or otherwise treat slash defined in specifications below, within designated areas. Work required of Purchaser shall be in accordance with the following slash plan and specifications, and the Sale Area Map.

All vegetative debris associated with construction of Specified Roads such as unutilized timber, brush and grubbed stumps is Construction Slash. Measures to be taken by Purchaser for treatment of Construction Slash are set forth in the attached road construction specifications and in the attached slash treatment specifications.

Vegetative debris larger than 1 inch in diameter outside bark and 3 feet long resulting from Purchaser's Operations, other than Construction Slash, is Logging Slash. Measures to be taken by Purchaser for treatment of Logging Slash are set forth below unless otherwise agreed in writing.

Forest Service and Purchaser shall jointly develop a schedule for completion of slash treatment on the various portions of Sale Area prior to Purchaser's Operations.

Removing may be substituted for treatment of any other specified method.

By agreement in writing, certain slash may be left for fuelwood. When the specified treatment is by a combination of methods, Logging Slash not treated by one of the methods shall be treated by the other(s).

See the slash treatment specification table below.

Specified slash treatment methods shall be shown on Sale Area Map or listed in the following tables by the following symbols:

Slash Treatment Methods

Symbol	Method	Definition
Buck-L	“Bucking Large Logging Slash”	Tops and limbs over 4 inches diameter outside bark (d.o.b.), not to be otherwise treated, shall be bucked into lengths not to exceed 6 feet, unless agreed otherwise.
Buck-P	"Bucking and Piling"	Logging Slash smaller than **N/A** inches and larger than 4 inches in large end d.o.b. shall be bucked into lengths not to exceed **N/A** feet and left in place. Logging Slash 4 inches and smaller in large end d.o.b. shall be hand Piled within Required Disposal Strip for Forest Service disposal.

SAMPLE

Bury	"Burying"	Logging Slash shall be buried where agreed in borrow areas, pits, trenches, or other locations reasonably near the area of origin. Logging Slash shall be matted down in layers and shall be covered with at least 2 feet of rock and soil so that the final surface is sloped to drain and relatively smooth.
Chip	"Chipping"	Chippable Logging Slash up to 4 inches in d.o.b. shall be processed through a chipping machine. Chips shall be scattered to a loose depth not exceeding 6 inches.
Deck	"Decking" large material	Logging Slash **N/A** inches or larger in large end d.o.b. and **N/A** feet or more in length shall be Decked for disposal by Forest Service by piling pieces parallel to each other.
Mach	"Machine Piling"	Concentrations of Logging Slash, excluding scattered individual pieces, shall be Machine Piled by tractor equipped with brush rake for disposal by Forest Service.
Pile	"Piling" small material	Logging Slash (as generated by roadside brushing only) smaller than **10** inches in large end d.o.b. and **10** feet long shall be hand Piled for disposal by Forest Service. (If not utilized as biomass.)
Remove	"Removing"	Logging Slash shall be moved or hauled to locations shown on Sale Area Map and designated on the ground where it shall be piled for disposal by Forest Service.
Scat 18" Scat 30"	"Scattering"	Logging Slash shall be scattered to reduce slash concentrations with slash being generally left within 18 or 30 inches of the ground as shown on Sale Area Map. Logging Slash shall be scattered into openings away from and without unnecessary damage to residual trees. All scattered logs shall be limbed, placed away from trees and positioned so they will not roll. When Scattering is specified, another method may be used by agreement.

SAMPLE

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

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

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

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

SAMPLE

YUML "Yarding Unutilized Material-Landing"

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

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

YUMR "Yarding Unutilized Material-Removal"

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

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

Cover "Covering Piles"

All piles shall be covered with a durable waterproof covering as approved by Forest Service. The material shall be at least six feet in width. Piles shall not be less than fifty percent covered, with the covering extending not less than half way down all sides. Pieces of burnable material shall be placed on top of the durable waterproof covering to keep the covering from blowing off the pile.

Fell "Damaged Small Tress"

Unless treated under other provisions, all trees smaller than the minimum d.b.h. in AT2, over 5 feet in height, and damaged beyond recovery by Purchaser's Operations shall be felled. Such trees shall be limbed to a stem diameter outside bark of approximately 3 inches, at which point the top shall be cut from the remainder of the stem, and shall be bucked into lengths not exceeding 20 feet.

SAMPLE

Fire-L	“Firelines”	Shown on Sale Area Map and to be flagged on ground after logging by Forest Service are firelines to be constructed by Purchaser unless otherwise agreed in writing. Purchaser shall construct not more than **N/A** chains of fireline by hand and not more than **N/A** chains of fireline by tractor. Firelines constructed by hand shall be cleared of all vegetative debris larger than one inch in d.o.b. and three feet long. The width of firelines shall be at least **N/A** feet, except across the top of cutting units where the width shall be at least **N/A** feet. At least **N/A** feet shall be scraped to mineral soil. In areas where there is potential for burning material to roll, the fireline shall be constructed in a trenched manner on the downhill side. Tractor lines shall be cleared of all vegetative debris, larger than one inch in diameter and three feet long, to a width of at least **N/A** feet, with at least **N/A** feet to mineral soil. No slash, brush, or other vegetative debris shall be buried in or under berms created in the construction of firelines. All limbs overhanging into the fireline, shall be removed to a minimum height of 8 feet. Firelines shall be completed on each unit in accordance with B6.311 unless otherwise agreed in writing. In subdivisions **N/A** and shown on Sale Area Map, Logging Slash shall be scattered within **N/A** feet slope distance of the inside edge of firelines.
Fuel-B	“Fuelbreaks”	Shown on Sale Area Map, with boundaries designated on the ground, are “Fuelbreaks” of varying width. Within such Fuelbreaks all Logging slash and Construction slash shall be treated by Purchaser. Primary treatment shall be by Removing, Burying, Chipping, Piling, Machine Piling, or a combination of these methods unless a method is specified or prohibited on Sale Area Map. Slash larger than treatment size requirements of selected or specified methods shall be scattered outside Fuelbreak, or treated as agreed.

SAMPLE

PILING SPECIFICATIONS. All piles shall be reasonably compact and free of soil to facilitate burning and shall be constructed of such size and at such distance from trees so that burning shall not result in unnecessary damage to residual timber. Such Logging Slash shall be bucked into lengths not exceeding ten feet prior to piling. Maximum width of tractor, with brush rake attached, shall not exceed **144** inches. Machine Piling is not required on areas where use of tractors would cause undue damage to residual timber or where slopes exceed **25** percent. Piles shall be located a distance of at least twice their height in feet from the outer edge of tree crowns or snags. Piles shall be no less than four feet in height or greater than **15** feet in height. Material extending three feet or more outside the edge of a pile shall be trimmed. An eight foot fuelbreak shall be cleared of all but fine material around each Machine Pile and an 18 inch wide fireline shall be cleared to mineral soil around the outer ring of the fuelbreak. For hand piles, Purchaser shall construct a fireline cleared to mineral soil and at least 3 feet wide around each pile. In areas where there is a potential for burning material to roll, firelines, including those for Machine Piles, shall be trenched on the downhill side of each pile to adequately prevent material from crossing firelines. Trenches shall be constructed by hand unless otherwise agreed.

Unit and Subdivision Slash Treatment Specifications

	SLASH TREATMENT	
Subdivision or Unit No	***Specified Method***	***Prohibited Method***
ALL	Fell, Scat 18″	N/A

LANDINGS AND DISPOSAL SITES. Unutilized logs accumulated at landings and disposal sites shall be Decked by Purchaser for disposal by Forest Service. The maximum height of decks is shown in the following table. Other slash accumulated at landings and disposal sites shall be kept separate from unutilized logs and treated by the method shown in the following table.

		SLASH TREATMENT	
	Subdivision or Unit No.	***Specified Method***	***Maximum Height of Decks***
Landings	ALL	Mach & Cover	15′
Disposal Sites	N/A	N/A	N/A

SAMPLE

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

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

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

			SLASH TREATMENT	
Road No.	***Subdivision and/ or Unit No. or Road Junctions (From To)***	***Width of Required Disposal Strip***	***Specified Method***	***Slash Larger Than Treatment Size Requirements of Specified Method***
27N99	PC306 to 27N80	Slash generated by roadside brushing is to be piled within 50’either side of road, see T807 for clearing width	Pile Cover	N/A
27N99A	27N99 to MP 0.5	Slash generated by roadside brushing is to be piled within 50’either side of road, see T807 for clearing width	Pile Cover	N/A

TREATMENT ALONG TEMPORARY ROADS. Outside of Clearcutting Units or regeneration units, all trees felled or pushed over and trees damaged beyond recovery by Temporary Road construction shall be felled, limbed to a stem d.o.b. of approximately 3 inches, at which point the top shall be cut from the remainder of the stem, and stem shall be bucked into lengths not exceeding **20** feet. Such slash shall be Scattered free of soil to reduce concentrations unless treatment is required by another specified method.

SAMPLE

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

Subdivision, Payment Units, Roads and or Road Segments	Additional Slash Treatment Requirements
N/A	Yard all stem material to a top d.o.b. of 1 inch, from timber designated for cutting, with the following exception: broken portions of logs and tops less than 4 feet in length need not be yarded. Broken ends of merchantable logs shall not be bucked off in the units. Slash and Substandard Material accumulated at the landings shall be Decked or Machined Piled, in accordance with specifications above. Material accumulated at landings shall be considered as Timber Subject to Agreement under CT2.11#, described as Substandard Material and may be removed and paid for at Purchaser's option.

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

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

SAMPLE

CT 6.8-2# - Measuring Option 2 (8/2006)
Timber quantity estimates in AT2 were made as described in the Forest Service Handbook FSH 2409.12, Timber Cruising Handbook, available for inspection in the offices of the Forest Supervisor and District Ranger. When Trees are marked after date of sale advertisement, or when volume is added pursuant to BT2.13, BT2.131, BT2.132, BT2.133, BT2.134, BT2.14, BT2.37, BT2.4, CT2.134, CT2.135, CT2.371, or other authorization hereunder, each tree that is less than 25 inches in diameter breast height (DBH) and has less than 25% visible defect shall have its volume determined from the following table.

Trees greater than or equal to 25 inches DBH; trees with more than 25% defect; or trees from species or diameter groups shown as "N/A" in the table below shall be measured using procedures in FSH 2409.12 and shall use the "R5 Cubic Foot Volume Tables to a Utilization Top", 9/97.

Canyon Dam MP Timber Sale
Tree Volume (based on original cruise tree data)
(Volume in 100 Cubic Feet - CCF)

PP, SP		WF, RF		DF		IC	
DBH	Volume	DBH	Volume	DBH	Volume	DBH	Volume
10 in.	0.03	10 in.	0.02	10 in.	0.06	10 in.	0.02
11 in.	0.1	11 in.	0.09	11 in.	0.12	11 in.	0.04
12 in.	0.16	12 in.	0.17	12 in.	0.17	12 in.	0.08
13 in.	0.22	13 in.	0.23	13 in.	0.21	13 in.	0.13
14 in.	0.27	14 in.	0.29	14 in.	0.25	14 in.	0.17
15 in.	0.32	15 in.	0.35	15 in.	0.29	15 in.	0.2
16 in.	0.37	16 in.	0.4	16 in.	0.33	16 in.	0.24
17 in.	0.41	17 in.	0.45	17 in.	0.36	17 in.	0.27
18 in.	0.45	18 in.	0.5	18 in.	0.39	18 in.	0.3
19 in.	0.49	19 in.	0.54	19 in.	0.42	19 in.	0.33
20 in.	0.53	20 in.	0.58	20 in.	0.45	20 in.	0.36
21 in.	0.56	21 in.	0.62	21 in.	0.48	21 in.	0.39
22 in.	0.59	22 in.	0.66	22 in.	0.5	22 in.	0.41
23 in.	0.63	23 in.	0.69	23 in.	0.53	23 in.	0.44
24 in.	0.66	24 in.	0.72	24 in.	0.56	24 in.	0.46

SAMPLE

CT6.83 – ACCOUNTABILITY (8/2006)
Forest Service and Purchaser shall agree upon the haul route(s) prior to use. All products removed from Sale Area shall be transported over the designated route of haul.

Purchaser shall:

(a) Require truck drivers to sign form R5-2400-242, product removal permit, assure permit is attached to the load prior to removal from the Sale Area and while in transit to load destination.

(b) Assign a competent individual at the landing to record the following information for each load on the product removal permit provided by Forest Service:

1. Date and time load is punched out with a paper punch or equivalent
2. Truck ID or license number
3. Load destination

Used books of product removal permits (stub portion) shall be returned to the Forest Service at least weekly, unless otherwise agreed.

(c) Require truck drivers to stop for transportation inspections, if requested by Forest Service, when products are in transit from Sale Area to Purchaser's processing facility(s).

(d) Inform truck drivers of the designated route(s) of haul, the agreed upon location(s) for transportation inspections, the method of alerting drivers of an impending stop, and the fact that loads may be inspected at other locations where it is safe and possible to do so.

(e) Require truck drivers to assure the product removal permit is secured to each load of product (including chip vans, dump trucks or other container used for removing material) on the front lower corner of the drivers side of the load. Staple product removal permits to a log or attached piece of wood or other suitable material. Product removal permit shall remain attached to log until manufactured into products or if chips, until load has been unloaded. After logs are processed or load of chips unloaded the product removal permit shall be either destroyed or otherwise rendered unusable, unless otherwise agreed.

SAMPLE

CT7.2# - SPECIFIED FIRE PRECAUTIONS (10/2010)

Purchaser or a designated Purchaser's Representative shall certify compliance with specific Timber Sale Contract and California Public Resources Code (CPRC) fire precautionary measures in BT7.1 Plans, CT7.2 and CT7.22#. Certification shall be provided prior to starting operations during Fire Precautionary Period and shall be updated as needed.

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

Upon request of Forest Service, Purchaser shall permit and assist in periodic testing and inspection of required fire equipment.

The following definitions shall apply to CT7.2# and CT7.22#:

Active Landing: A location the Purchaser is skidding logs into, or performing other operations such as delimbing, log manufacturing, and chipping logs. Except for EV and E days, loading logs or stockpiled chips only on a cleared landing does not constitute an Active Landing.

All Terrain Tank Truck or Equivalent: An all terrain fire vehicle or trailer that is capable of traversing same terrain as the Hot Saw Technology or masticator and meets all Item L - Tank Truck specifications. A towed sled is not equivalent.

Approved Motorized Carriage: A cable yarding system employing a motorized carriage with two fire extinguishers, with a minimum rating of 5 BC, mounted on opposite sides of the carriage, with an emergency motor shut-off, and an approved exhaust system.

Cable Yarding Systems: A yarding system that takes logs from the stump area to a landing using an overhead system of winch-driven cables to which logs are attached with chokers or grapples.

Compressed Air Foam System (CAFS): A fire suppression system where compressed air is added to water and a foaming agent (See CT7.2# Item M. for requirements).

Fire Patrolperson: A named individual that is required to patrol the operating areas of the contract area and report any fire starts (See Item E. for requirements).

Hot Saw: A harvesting system that employs a high-speed (>1100 rpm) rotating felling head (i.e., full rotation lateral tilt head).

Immediate Vicinity: Purchaser's required fire suppression equipment is capable of containing a 20 by 20-foot fire within five minutes of detection.

Mechanical Operations: The process of felling, skidding, chipping, shredding, piling, log processing and/or yarding which requires the use of motorized power which includes, chainsaws, chippers, motorized carriages, masticators, stroke delimbers, skidders etc.

Shutdown Threshold: Unless a Variance is provided, specific equipment or activities are suspended from operating past this point.

Variance: A Forest Service approved action that may provide the Purchaser with an opportunity to continue to operate when conditions reach "Shutdown Threshold" on a PAL Ev afternoon.

SAMPLE

Specific equipment requirements and fire precautionary measures are shown in the following table and in CT7.22#:

A. Fire Tools and Equipment

Purchaser shall meet applicable parts of Section 4428 of the California Public Resources Code (CPRC).

Unless agreed otherwise, Fire tools kept at each Active Landing shall be sufficient to equip all employees in the felling, yarding, loading, chipping, and material processing operations associated with each landing. Fire equipment shall include two tractor headlights for each tractor dozer used in Purchaser's Operations. Tractor headlights shall be attachable to each tractor and served by an adequate power source. Fire tools shall be kept in a sealed weather proof fire tool box adjacent to the Active Landing and readily accessible in event of fire. The tool box shall be painted red and have “Fire Tools” written on the box in 3-4 inch letters.

Where cable yarding is used, Purchaser shall provide a size 0 or larger shovel with an overall length of not less than 46 inches and a serviceable 5 gallon packpack pump filled with water or a fire extinguisher bearing a label showing at least a 4-A rating must be within 25 feet of each tail and corner block.

Trucks, tractors/skidders, pickups and other similar mobile equipment shall be equipped with and carry at all times a size 0 or larger shovel with an overall length of not less than 46 inches and a 2-1/2 pound axe or larger with an overall length of not less than 28 inches.

The fire patrol vehicle shall be equipped to fight fire with the following: 1) a serviceable 5 gallon packpack pump filled with water, 2) a shovel or McLeod fire tool, 3)either a double bit ax or serviceable chainsaw with a minimum 20-inch bar, and 4) serviceable communications equipment (CT7.2 Item O).

All required fire tools shall be maintained in suitable and serviceable condition for fire fighting purposes.

B. Fire Extinguishers

Purchaser shall equip each internal combustion yarder, fuel truck, and loader with a (4-A:60-B:C) fire extinguisher for oil and grease fires.

Log trucks, pickups and other similar mobile equipment, including skidders and tractors, shall be equipped with a minimum 5-BC fire extinguisher.

Fire extinguishers shall be mounted, readily accessible, properly maintained and fully charged.

Purchaser shall equip all mechanized harvesting machines and log processors with hydraulic systems, powered by an internal combustion engine (e.g. masticator, chipper, feller/buncher, harvester, forwarder, Hot Saw, stroke delimber, etc), with at least two 4-A:60-B:C fire extinguishers or equivalent. **(CT7.2 Item M)**

SAMPLE

C. Spark Arresters and Mufflers

Except for tractors and other equipment with exhaust-operated turbochargers, Purchaser shall equip each operating tractor and any other internal combustion engine with an approved spark arrester. There shall be no exhaust bypass on any system.

Spark Arresters shall be a model tested and approved under Forest Service Standard 5100-1a as shown in the National Wildfire Coordinating Group Spark Arrester Guide, Volumes 1 and 2, and shall be properly mounted and maintained according to manufacturer's specifications.

Every motor vehicle subject to registration shall at all times be equipped with an adequate exhaust system meeting the requirements of the California Vehicle Code.

D. Power Saws

Each power saw shall be equipped with a spark arrester approved and maintained in effective working order as identified in the Spark Arrestor Guide in C above and according to applicable parts of CPRC Section 4442 or 4443. An Underwriters Labortories (UL) approved fire extinguisher containing a minimum 14 ounces of fire retardant shall be kept with each operating saw, unless provided otherwise in CPRC Section 4431.

A size 0 or larger shovel with an overall length of not less than 38 inches shall be kept with each gas can, but not more than 300 feet from each power saw when used off cleared landing areas.

E. Fire Supervisor & Fire Patrolperson

Purchaser shall designate in the fire plan required by B(T)7.1 and furnish on Sale Area during operating hours a fire supervisor, named in writing and authorized to act on behalf of Purchaser in fire prevention and suppression matters.

Unless agreed otherwise, Purchaser shall furnish and designate in writing, a Fire Patrolperson each operating day when Project Activity Level B or higher is in effect. When on duty, the Fire Patrolperson is required to patrol the operation for the prevention and detection of fires, to take suppression action where necessary, to document the areas covered during the patrol with approximate times of the coverage in each area, and to notify the Forest Service as required under Items K. Reporting Fires and N. Communications.

By written agreement, one Fire Patrolperson may provide patrol on this and adjacent projects or sales. No Fire Patrolperson shall be required on Specified Road construction jobs except during clearing operations unless otherwise specified.

On operations utilizing mechanized harvesters with High Speed Rotary Saws (Hot saws) or Masticators, the patrol will conduct inspections using an approach capable of detecting small smoldering fires. The patrol must cover, on foot, the area worked that day. The patrol's vehicle shall be parked within

SAMPLE

or as closely as possible to the area being patrolled. The patrol shall carry a round point shovel with an overall length of at least 46 inches during the patrol.

F. Seasonal Permits

Purchaser shall obtain written permits from Forest Service before allowing attended warming fires, burning, or blasting, subject to C(T)7.22# – Emergency Precautions. In addition, Purchaser shall obtain necessary Explosives Permits as required by California Health and Safety Code, Section 12101.

G. Blasting

Purchaser shall use electric caps only unless otherwise agreed in writing. When blasting is necessary in slash areas, a watchperson equipped with a size 0 or larger shovel with an overall length of not less than 46 inches and a filled backpack can (4 or 5 gallon) with hand pump shall remain in the immediate area for an hour after blasting has been completed.

H. Clearing of Fuels

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

Welding equipment and stationary log loaders, yarders and other equipment listed in California State Law:	10 feet slope radius
Tail or corner haulback blocks:	During the period when burning permits are required, all tail and side blocks on a cable setting shall be located in the the center of an area that is either cleared to mineral soil or covered with a fireproof blanket that is at least 15 feet in diameter.
Lines near, between or above blocks:	Sufficient clearing to prevent line from rubbing on snags, down logs and other dead woody material.
Skidders, Harvesters, Chippers, Masticators and other similar equipment:	Remove concentrations of wood dust and debris from such equipment daily.
Mechanized harvesters with High Speed Rotary Saws (Hot Saws)	Equipment operators are required to assure that if wood debris or chips are accumulating in the cutting head, they clean out the blade guard no less frequently than every two hours during operations.

SAMPLE

I. Oil Filters and Glass Jugs

Purchaser shall remove from National Forest lands oily rags and used oil filters and shall prohibit use of glass bottles and jugs in Purchaser's Operations.

J. Smoking

All smoking shall be confined within a car, truck, crew rig or other enclosed cab after 1:00 PM on Ev days and all hours on E days (CT7.22#). At other times, any smoking shall be done while sitting in an area at least 3 feet in diameter, cleared of flammable materials.

Burning tobacco and matches shall be extinguished before they are properly disposed.

K. Reporting Fires

As soon as feasible, but no later than 15 minutes after discovery, Purchaser shall notify Forest Service of any fires on Sale Area or along roads used by Purchaser.

L. Tank Truck

Purchaser shall meet minimum requirements of Section 4430 of the CPRC.

Purchaser shall provide a water tank truck or trailer on or in proximity to Sale Area during Purchaser's Operations hereunder during Fire Precautionary Period unless otherwise agreed.

When Project Activity Level B or higher is in effect, a tank truck or trailer shall be on or within ten (10) roundtrip minutes to each Active Landing unless otherwise excepted when Hot Saw or masticator is being used. See CT7.22# for specific contract requirements.

Tank truck or trailer shall contain at least 300 gallons of water and comply with the following requirements:

(1) Pump, which at sea level, can deliver 23 gallons per minute at 175 pounds per square inch measured at the pump outlet. Pumps shall be tested on Sale Area using a 5/16 inch orifice in the Forester One Inch In-Line Gauge test kit or an equivalent water flow test kit. Pump shall meet or exceed the pressure value in the following table for nearest temperature and elevation:

TEMp	Sea Level		1000 Feet		2000 Feet		3000 Feet		4000 Feet		5000 Feet		6000 Feet		7000 Feet		8000 Feet		9000 Feet		10000 Feet	
55	179	23	174	23	169	23	165	22	161	22	157	55	179	23	174	23	169	23	165	22	161	22
70	175	23	171	23	166	22	162	22	158	22	154	70	175	23	171	23	166	22	162	22	158	22
85	171	23	168	23	163	22	159	22	155	22	151	85	171	23	168	23	163	22	159	22	155	22
100	168	23	164	23	159	22	155	22	152	22	148	100	168	23	164	23	159	22	155	22	152	22
	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM

SAMPLE

The pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread. A bypass or pressure relief valve shall be provided for other than centrifugal pumps.

(2) 300 feet of 3/4-inch inside diameter rubber-covered high-pressure hose mounted on live reel attached to pump with no segments longer than 50 feet, when measured to the extreme ends of the couplings. Hose shall have reusable compression wedge type 1-inch brass or lightweight couplings (aluminum or plastic). One end of hose shall be equipped with a coupling female section and the other end with a coupling male section. The hose shall, with the nozzle closed, be capable of withstanding 200 PSI pump pressure without leaking, distortions, slipping of couplings, or other failures.

(3) A shut-off combination nozzle that meets the following minimum performance standards when measured at 100 P.S.I. at the nozzle:

	G.P.M.	Horizontal Range
Straight Stream	10	38 feet
Fog Spray	6 - 20	N/A

(4) Sufficient fuel to run pump at least 2 hours and necessary service accessories to facilitate efficient operation of the pump.

(5) Ample power and hitch shall be readily accessible for promptly and safely moving tank truck or trailer over roads serving Sale Area or terrain traveled by Hotsaws or masticators.

(6) When Purchaser is using Mechanized harvesters with High Speed Rotary Saws (Hot Saws) or Masticators, an additional 250 feet of comparable hose shall be immediately available for use and be capable of connecting to the 300 feet of hose and appurturances in (2) and (3) above. Additional hose lengths shall not exceed 100 feet in length.

M. Compressed Air Foam System (CAFS)

By agreement, Purchaser may substitute a CAFS or functional equivalent in lieu of the tank truck, trailer or fire extinguishers, provided it meets or exceeds the following specifications and requirements:

1. Variable foam expansion ratio – 10:1 to 20:1.
2. Units shall be kept fully charged with air; water and foam concentrate as recommended by the manufacturer and have the appropriate tools to service the system.
3. The unit shall contain enough energy to empty tank and clear hose prior to exhausting propellent.
4. The unit shall be capable of being completely recharged within 10 minutes.
5. When used on yarder landings, the unit shall be outfitted

SAMPLE

for immediate attachment to carriage and transported without damage to the unit.

Fire extinguishers required for Hot Saws, masticators and similar equipment identified in B. above may be substituted with a CAFS that provides a minimum of 3 gallons of water and has a minimum discharge range of 20 feet. The system must have enough water, air and foam concentrate to recharge the system once.

Tank truck, trailer, All Terrain Tank Truck or Equivalent may be substituted with a CAFS. Systems shall provide a minimum of 60 gallons stored energy with 500 feet of one inch hose, an adjustable one inch nozzle providing a minimum discharge range of 70 feet and must have enough water; air and foam concentrate for a minimum of two recharges or a system that provides a minimum of 30 gallons stored energy with enough water; air and foam concentrate for a minimum of five recharges. Systems shall be mobile, readily accessible and equipped so that it can be moved safely over Sale Area roads or terrain traveled by Hot Saws or masticators.

If, in the opinion of the Contracting Officer, it becomes apparent that this equipment cannot provide fire protection equal to the tank truck or trailer listed above, the Contracting Officer will rescind this substitution of requirements.

N. Portable Fire Tank

By agreement, Purchaser may substitute a Portable Fire Tank in lieu of the tank truck or trailer. A portable water tank, pump and accessories that meets all C(T) 7.2# Tank Truck minimum specifications, with the exception of the live reel, plus a charged hose lay within 200 feet of operations and enough additional hose on site to complete the hose lay to where the Hotsaw or masticator is working.

O. Communications

Purchaser shall furnish a serviceable communications system such as a telephone, radio-telephone, radio system or satellite phone connecting each operating side within the Sale Area with Purchaser's headquarters, and capable of notifying Forest Service within 15 minutes of discovery of any fires on the Sale Area or along Purchaser’s haul route. When such headquarters is at a location which makes communication to it clearly impractical, Forest Service may agree to a reasonable alternative notification method.

The communication system shall provide prompt and reliable communications during all hours of operations, including fire patrol person, between Purchasers headquarters or the agreed to alternative notification method and Forest Service during the Fire Precautionary Period.

A Citizen’s Band (CB)radio is not acceptable communication for timber sale operations as FCC Regulations prohibit commercial use.

P. Skyline Tank Unit

When all or part of Included Timber will be yarded by a long span (over 1,500 feet) skyline, Purchaser shall provide at

SAMPLE

each active skyline landing a suitable tank trailer, or tank unit or CAFS which can be lifted and transported by the skyline carriage.

The unit shall meet the same requirements as specified for the water tank truck or trailer or approved substitute.

The CAFS shall be located and outfitted for immediate use at the landing, and equipped for undamaged delivery to any portion of the operation by use of the rigging system.

The tank unit or CAFS shall be deliverable to a fire, in the area of skyline operations, within 15 minutes of detection.

Q. Helicopter Yarding Fire Precautions

Purchaser shall provide and maintain fire equipment as follows:

1. The fire tool box required under this provision shall be equipped for attachment to the helicopter long line so that it may be hauled to needed locations. Such attachment device shall not interfere with access to fire tools. Unless agreed otherwise, the fire tool box shall be located at the Active Landing ready for immediate dispatch.
2. An external helibucket readily attachable to the helicopter, with a capacity of at least 500 gallons, and having a remote control door mechanism adequate for rapid dropping of water. The helibucket shall be located at the helicopter service landing and shall be filled with water ready for immediate dispatch unless otherwise agreed.
3. All aircraft used in conjunction with Purchaser’s Operations shall be equipped with an operable radio system capable of meeting Region Five avionics requirements.
4. For protection of fuel servicing operations, fire extinguishers which have the following ratings based on the open hose discharge capacity, i.e., "broken hose," of the aircraft fueling system shall be readily available:
   a. Where said capacity does not exceed 200 gallons per minute, at least one approved extinguisher having a minimum rating of 20-B;
   b. Where said capacity is in excess of 200 gallons per minute, but not over 350 gallons per minute, one approved extinguisher having a minimum rating of 80-B;
   c. Where said capacity is in excess of 350 gallons per minute, two approved extinguishers, each having a minimum rating of 80-B.
5. By agreement, a suitable CAFS may also be used in lieu of the above extinguishers.
6. Extinguishers of over 50 pounds gross weight shall be of wheeled type or be mounted on carts to provide mobility and ease of handling.

SAMPLE

CT7.22# - EMERGENCY PRECAUTIONS (10/2010)

Purchaser's Operations shall conform to the limitations or requirements in the Project Activity Level (PAL) table below. Unless otherwise agreed in writing, Project Activity Levels applicable to this project shall be for the Fire Danger Rating Area(s), or fire weather station(s) stated in the Sale Area Map legend.

The Forest Service, in its sole discretion, may change the predicted activity level if the current fire suppression situation, weather and vegetation conditions warrant an adjustment of the PAL activity level. If practicable, Forest Service will determine the following day's activity level by 6:00 PM. Purchaser shall obtain the predicted Project Activity Level from the appropriate Ranger District Office before starting work each day.

Forest Service may change the Project Activity Level Table to other values upon revision of the National Fire Danger Rating System. When sent to Purchaser, the revised Project Activity Levels will supersede the levels—in the Project Activity Level Table below.

SAMPLE

Project Activity Level (PAL) – CT7.22# - Emergency Precautions

PROJECT ACTIVITY LEVEL TABLE

Level	***Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.***
A	Minimum required by CT7.2#.
B	1. Fire Patrolperson is required for at least one hour after operations cease, the Fire Patrolperson(s) must walk and visually inspect all areas operated that day.(CT7.2#) 2. Tank truck, trailer, or comparable CAFS, shall be on or within 10 roundtrip minutes road travel to each Active Landing. (CT7.2#) 3. Mechanized harvesters with High Speed Rotary Saws (Hot Saws) and Masticators: A. Fire patrol is required throughout the first two hours after cessation of felling, the Fire Patrolperson(s) must walk and visually inspect all areas operated that day(CT7.2#). B. Equipment operating within one quarter mile of the Active Landing. 1) All Terrain Tank Truck, trailer or comparable CAFS shall be on or within ten (10) roundtrip minutes to each Active Landing. 2) Serviceable Communications shall exist between the equipment operators, landing personnel, and designated Fire Supervisor. C. Equipment operating beyond one quarter mile of the Active Landing. 1) In addition to the above requirements, an approved CAFS with minimum requirements of 20 gallons stored energy, 100 feet of 1 inch hose and adjustable 1 inch nozzle, minimum discharge range of 60 feet(CT7.2#,Item M) or equivalent within the Immediate Vicinity of the equipment is required. D. Equipment operating independently without an Active Landing. 1) All Terrain Tank Truck or Equivalent shall be within the Immediate Vicinity of the equipment. 2) Serviceable Communications shall exist between the equipment operators, Purchaser’s main office and designated Fire Supervisor (CT7.2#, Item O).
C	The following operations are prohibited from 1:00 PM until 8:00 PM except as noted: a. Mechanized harvesters with High Speed Rotary Saws (Hot Saws) and Masticators – except that Hot Saws and masticators may operate between 1:00 PM and 8:00 PM provided that an All Terrain Tank Truck or Equivalent or comparable CAFS shall be within the Immediate Vicinity of the equipment. b. Blasting c. Dead tree felling, except recently dead.

SAMPLE

D	The following restrictions apply: 1. The following activities may operate when a Fire Patrolperson(s) walks all areas operated that day, starting at 1:00 PM, at least once per hour until sunset: a) Track-laying equipment in skidding, erosion control, felling, and piling operations. b) Chipping outside of approved landings and roadbeds. c) Cable Yarding with Approved Motorized Carriages. Carriage shall remain a minimum of ten feet above the ground at all times, except while at the landing. d) Mechanical limbing and log manufacturing outside of approved landings and roadbeds. e) Ripping roads and landings, sub soiling and water barring. f) Chainsaw operations outside of approved landings and roadbeds. 2. Mechanized harvesters with High Speed Rotary Saws (Hot Saws) and Masticators may operate; provided that: a) An All Terrain Tank Truck or Equivalent shall be within the Immediate Vicinity of the equipment. b) Within the first hour of mechanized harvester operation and at least once per hour until sunset, the Fire Patrolperson(s) must walk and visually inspect all areas operated that day. 3. No blasting after 10:00 AM. 4. Welding or cutting of metal only by special permit. 5. No burning.
Ev	1. The following operations are prohibited: a) Blasting. b) Welding or cutting metal. c) Burning. d) Smoking outside a vehicle. 2. The following activities may operate all day: a) Loading and hauling logs decked at approved landings. b) Loading and hauling chips stockpiled at approved landings. c) Servicing equipment at approved sites. d) Dust abatement, road maintenance (Chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stock pile loading and installation (does not include pit or quarry development). e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings. 3. Mechanized harvesters with High Speed Rotary Saws (Hot Saws) or Masticators may operate until 1:00 PM; provided that: a) An All Terrain Tank Truck or Equivalent shall be within the Immediate Vicinity of the equipment b) Within the first hour of mechanized harvester operation and at least once per hour until sunset, the Fire Patrolperson(s) must walk and visually inspect all areas operated that day. 4. All other Mechanical Operations are permitted until 1:00 PM when a Fire Patrolperson(s) walks all areas operated that day, starting at 9:00 AM, at least once per hour and continues until at least two hours after Mechanical Operations cease.

SAMPLE

	5. Some operations, on a case-by-case basis, may be permitted after 1:00 PM under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are limited to the following operations: • Rubber tire skidding • Chipping on Landings • Helicopter Yarding. When approved by a Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by the Contracting Officer for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of the Forest Service. Variance approval is contingent on the 10-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Purchaser's equipment for prevention and suppression readiness, type of operation and social and community considerations etc. (See attached Project Activity Level Variance Agreement).
E	The following activities may operate all day. All other activities are prohibited. 1. Loading and hauling logs decked at approved landings. 2. Loading and hauling chips stockpiled at approved landings. 3. Servicing Equipment at approved sites. 4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development). 5. Chainsaw operation associated with loading at approved landings.

SAMPLE

Specifications Pursuant to CT7.22# – Emergency Precautions (10/2010)

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

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

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

SAMPLE

Ev Proposed Actions

☐ **Rubber Tired Skidding**

☐ **Chipping on Landings**

☐ **Helicopter Yarding**

Description of Mitigation Measures

Fire Management Officer Concurrence	Date
Line Officer Approval	Date

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

Contracting Officer	Date
Purchaser/Contractor Rep.	Date

SAMPLE

CT8.212 - 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 AT17. Purchaser will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Purchaser’s written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Purchaser’s written request for a market-related contract term addition before the expiration of this contract.

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

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

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

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

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

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

SAMPLE

CT8.66# – USE OF TIMBER (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.

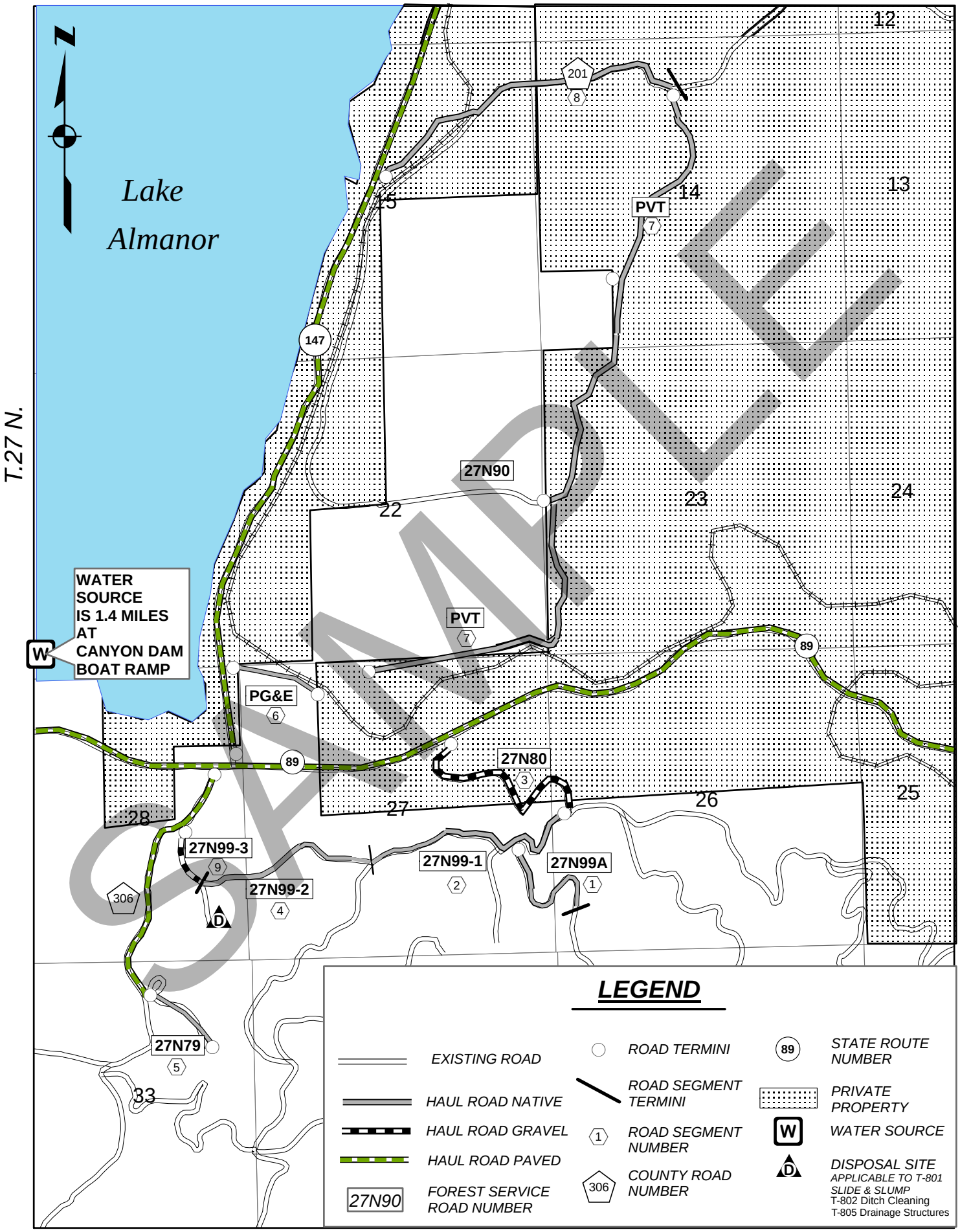
(i) For breach of this Subsection, Forest Service may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Subsection, Forest Service will not be liable for any Claim submitted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

SAMPLE

Sale Name: Canyon Dam MP

CANYON DAM MP TIMBER SALE
ROAD USE AND MAINTENANCE MAP
SALE AREA MAP 2 OF 3

Treatment for construction slash shall be method (k) piling under Sec. 203.05
Pile in areas outside the road prism that conform to spec.



New #	203.05 Description 201.05	Old #
a	Remove from project. Recycle or dispose of material legally off the project. Furnish a statement documenting the nature and quantity of material processed or sold for recycling. Otherwise, furnish a signed copy of the disposal agreement before disposal begins.	
b	Burn. Obtain necessary burning permits. Furnish a copy of the burning permits before burning begins. Burn using high intensity burning processes that produce few emissions. Examples include incinerators, high stacking, or pit and ditch burning with forced air supplements. Provide a competent watchperson during the burning operations. When burning is complete, extinguish the fire so no smoldering debris remains. Dispose of unburned material according to (a) above.	7
c	Bury. Bury debris in trenches or pits in approved areas within the right-of-way. Do not bury debris inside the roadway prism limits, beneath drainage ditches, or in any areas subject to free-flowing water. Place debris in alternating layers of 4 feet of debris covered with 2 feet of earth material. Distribute stumps, logs, and other large pieces to form a dense mass and minimize air voids. Cover the top layer of buried debris with at least 1 foot of compacted earth. Grade and shape the area. Seed and mulch disposal areas on Government property according to Section 625.	5
d	Hazardous material. Furnish a copy of all disposal permits. Dispose of material according to Federal, State, and local regulations.	
e	Windrowing Construction Slash. Place construction slash outside the roadway in neat, compacted windrows approximately parallel to and along the toeline of embankment slopes. Do not permit the top of the windrows to extend above subgrade. Use construction equipment to matt down all material in a windrow to form a compact and uniform pile. Construct breaks of at least 15 feet at least every 200 feet in a windrow. Do not place windrows against trees. Obtain approval for pioneer roads. A pioneer road may be constructed to provide an area for placement of windrows, provided the excavated material is kept within the clearing limits and does not adversely affect the road construction.	1
f	Scattering. Scatter construction slash outside the clearing limits without damaging trees. Limb all logs. Place logs and stumps away from trees, positioned so they will not roll, and are not on top of one another. Limb and scatter other construction slash to reduce slash concentrations.	4
g	Chipping or Grinding. Use an approved chipping machine to grind slash and stumps greater than 3 inches in diameter and longer than 3 feet. Deposit chips or ground woody material on embankment slopes or outside the roadway to a loose depth less than 6 inches. Minor amounts of chips or ground woody material may be permitted within the roadway if they are thoroughly mixed with soil and do not form a layer.	6
h	Debris Mat. Use tree limbs, tops, cull logs, split stumps, wood chunks, and other debris to form a mat upon which construction equipment is operated. Place stumps upside down and blend stumps into the mat.	
i	Decking Firewood Material. Remove brush from decks. Limb and deck logs that do not meet Utilization Standards according to Subsection 201.04 as directed by the CO. Cut logs to lengths less than 30 feet. Ensure that logs stacks are stable and free of brush and soil.	8
j	Removal to designated locations. Remove construction slash to designated locations.	10
k	Piling. Pile construction slash in designated areas. Place and construct piles so that if the piles are burned, the burning will not damage remaining trees. Keep piles free of dirt from stumps. Cut unmerchantable logs into lengths of less than 20 feet.	11
l	Placing Slash on Embankment Slopes. Place construction slash on completed embankment slopes to reduce soil erosion. Place construction slash as flat as practicable on the completed slope. Do not place slash closer than 2 feet below subgrade. Priority for use of available slash is for: (1) through fills; (2) insides of curves; and (3) ditch relief outlets.	12
m	Hydrological Sensitive Placement. Where required use this method in combination with other designated methods to dispose of material to reduce erosion and to aid in re-vegetation: Place windrow segments on contours, wrap in type I geotextile. Place logs as log erosion barriers on contours. Place logs so that 80% of their length is on the ground surface. Scatter slash on bare or disturbed areas within or outside the clearing limits as directed. Scatter chips or ground woody material on bare or disturbed areas within or outside the clearing limits as directed. Place stumps in swales or on sites to form planting pockets. Place windrow segments on contours, wrap in type I geotextile.	

SAMPLE

Table C – Maintenance T-800 Specifications

Specification No.	Specification Title
T-800	Definitions
T-801	Slide and Slump Repair
T-802	Ditch Cleaning
T-803	Surface Blading
T-804	Surfacing Repair
T-805	Drainage Structures
T-806	Dust Abatement
T-807	Roadway Vegetation
T-808	Miscellaneous Structures
T-809	Waterbars
T-810	Barriers
T-811	Surface Treatment

SAMPLE

Wherever the following terms or pronouns are used in Specifications T-801 through T-809, the intent and meaning shall be interpreted as follows:

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

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

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

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

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

800-1.4 - Berm. Curb or dike constructed to prevent roadway run-off water from discharging onto embankment slope.

800-1.5 - Borrow. Select material taken from designated borrow sites.

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

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

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

800-1.9 - Drainage Structures. Manufactured structures which control the runoff of water from the roadway including culverts, overside drains, aprons, flumes, downdrains, downpipes, and the like.

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

800-1.11 - Lead-off Ditches. A ditch used to transmit water from a drainage structure or drainage dip outlet to the natural drainage area.

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

SAMPLE

800-1.13 - Prehaul Maintenance. Road maintenance work which the Purchaser determines must be accomplished to maintain the roads to a satisfactory condition commensurate with the Purchaser's use, provided Purchaser's Operations do not damage improvements under 24.2 or National Forest resources and hauling can be done safely. This work will be shown in the Annual Road Maintenance Plan as provided in 24.3.

Prehaul maintenance work the Purchaser elects to perform will be in compliance with the Road Maintenance T-Specifications.

800-1.14 - Roadbed. The portion of a road between the intersection of subgrade and sideslopes, excluding that portion of the ditch below subgrade.

800-1.15 - Road Maintenance Plan. A table which shows applicable road maintenance specifications to be performed by Purchaser on specific roads.

800-1.16 - Roadside. A general term denoting the area adjoining the outer edge of the roadway.

800-1.17 - Roadway. The portion of a road within the limits of excavation and embankment.

800-1.18 - Shoulder. That portion of roadway contiguous with traveled way for accommodation of stopped vehicles, for emergency use, and lateral support of base and surface course, if any.

800-1.19 - Slide. A concentrated deposit of materials from above or on backslope extending onto the traveled way or shoulders, whether caused by mass land movements or accumulated ravelling.

800-1.20 - Slough. Material eroded from the backslope which partially or completely blocks the ditch, but does not encroach on the traveled way so as to block passage of traffic.

800-1.21 - Slump. A localized portion of the roadbed which has slipped or otherwise become lower than that of the adjacent roadbed and constitutes a hazard to traffic.

800-1.22 - Special Project Specifications. Specifications which detail conditions and requirements peculiar to the individual project.

800-1.23 - Subgrade. Top surface of roadbed upon which base course or surface course is constructed. For roads without base course or surface course, that portion of roadbed prepared as the finished wearing surface.

800-1.24 - Surface Course. The material placed on base course or subgrade primarily to resist abrasion and the effects of climate. Surface course may be referred to as surfacing.

800-1.25 - Surface Treatment Plan. A table which lists the roads and surface treatments to be applied.

800-1.26 - Traveled Way. That portion of roadway, excluding shoulders, used for the movement of vehicles.

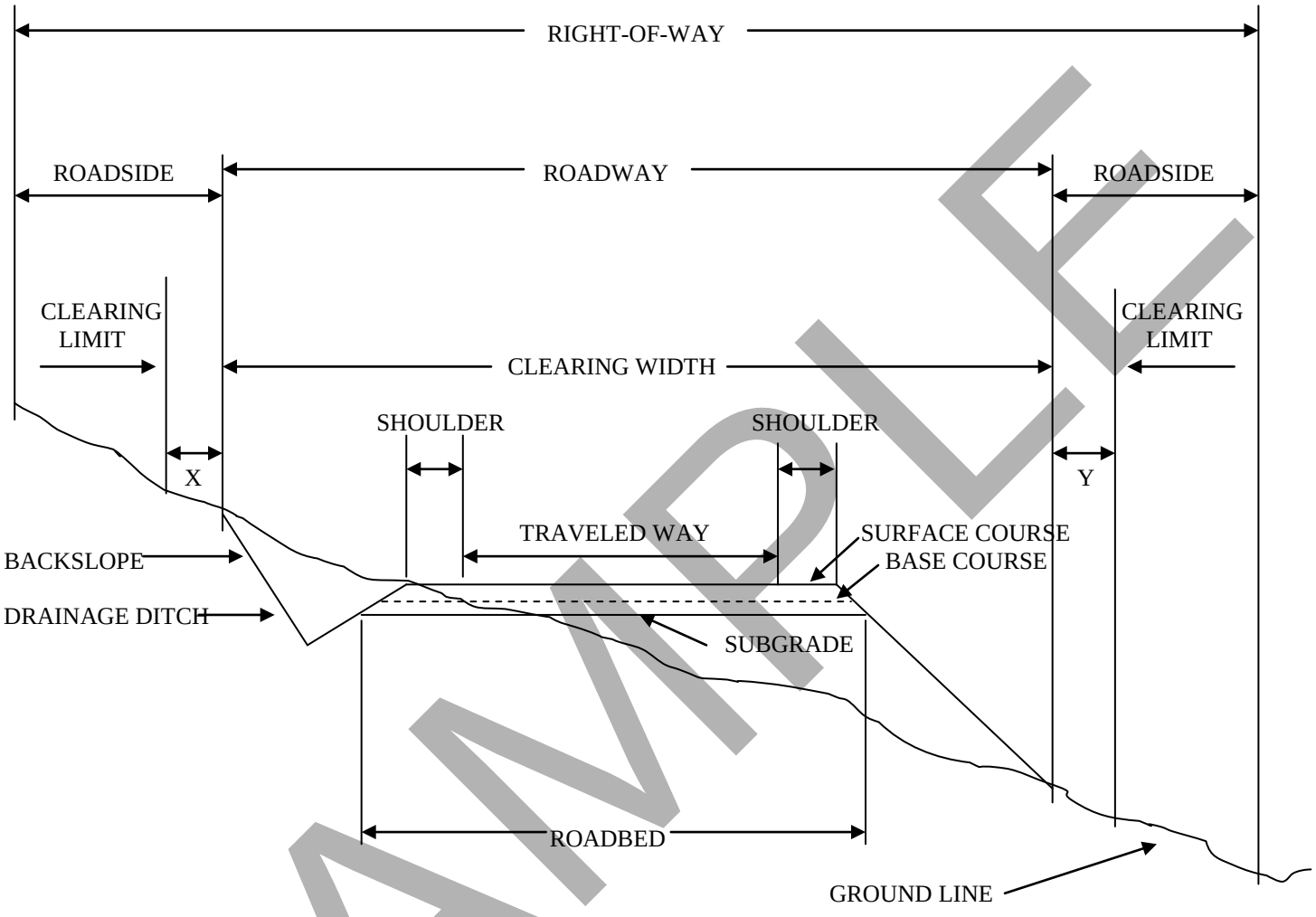
800-1.27 - Turnouts. That portion of the traveled way constructed as additional width on single lane roads to allow for safe passing of vehicles.

800-1.28 - Water Source. A place designated on the Road Maintenance Map for acquiring water for road maintenance purposes.

800-1.29 - Waterbar. A dip in the roadbed which intercepts surface runoff and diverts the water off the roadway. A waterbar is not designed to be traversable by logging trucks.

SAMPLE

FIGURE 800-2 ILLUSTRATION OF ROAD STRUCTURE TERMS



NOTE: X & Y Denote Clearing Limits Outside of Roadway

SAMPLE

DESCRIPTION

1.1 Slide removal is the removal from Roadway and disposal of any material, such as soil, rock, and vegetation that cannot be routinely handled by a motor grader during Ditch Cleaning, T-802, and Surface Blading, T-803 Operations.

Slump repair is the filling of depressions or washouts in Roadway which cannot be routinely filled by a motor grader during Surface Blading, T-803 Operations.

Slide removal and slump repair includes excavation, loading, hauling, placing, and compacting of waste or replacement material and the development of disposal or borrow areas.

REQUIREMENTS

3.1 Slide material, including soil, rock and vegetative matter which encroaches into the Roadway, shall be removed. The slope which generated the slide material shall be reshaped during the removal of the slide material with the excavation and loading equipment. Slide material deposited on the fill slope and below the Traveled Way will not be removed unless needed for slope stability or to protect adjacent resources.

Surface and Base Courses shall not be excavated during slide removal operations.

Slide material which cannot be used for other beneficial purposes shall be disposed of at disposal sites SHOWN ON THE SALE AREA MAP. Material placed in disposal sites will not require compaction unless compaction is SHOWN ON THE ROAD MAINTENANCE PLAN.

3.2 When filling slumps or washouts, material shall be moved from agreed locations or borrow sites SHOWN ON SALE AREA MAP, placed in layers, and compacted by operating the hauling and spreading equipment uniformly over the full width of each layer.

Existing aggregate surfacing shall be salvaged when practical and relaid after depressions have been filled.

Damaged aggregate base, aggregate surfacing, and bituminous pavement shall be repaired under Specification T-804 Surfacing Repair.

The repaired areas of the slump shall conform to the cross section which existed prior to the slump and shall blend with the adjacent undisturbed Traveled Way.

3.3 The maximum volume of Purchaser responsibility for slide and slump repair is SHOWN ON ROAD MAINTENANCE PLAN. Greater volumes of slide and slump repair not qualifying as Catastrophic Damage are Forest Service responsibility.

SAMPLE

DESCRIPTION

1.1 Ditch cleaning is removing and disposing of all slough material from roadway ditches to provide a free-draining waterway.

REQUIREMENTS

3.1 Ditch cleaning shall be repeated during the year as often as necessary to facilitate proper drainage.

3.2 All slough material or other debris which might obstruct water flow in the roadway ditch shall be removed. Material removed from the ditch, if suitable, may be blended into existing native road surface or Shoulder or placed in designated Berms in conjunction with Surface Blading T-803 operations.

Material removed from ditches that is not by agreement blended into existing roads or placed in Berms shall be loaded and hauled to the disposal site SHOWN ON THE SALE AREA MAP.

3.3 Roadway backslope or Berm shall not be undercut.

SAMPLE

DESCRIPTION

1.1 Surface blading is keeping a native or aggregate Roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the crown, inslope or outslope of the Traveled Way, Turnouts, and Shoulder; repairing Berms; blending approach road intersections; and cleaning bridge decks, Drainage Dips, and Lead-off Ditches.

REQUIREMENTS

3.1 Surface blading shall be performed before, during, and after Purchaser's use as often as necessary to facilitate traffic and proper drainage.

3.2 The surface blading shall preserve the existing cross section. Surface irregularities shall be eliminated and the surface left in a free draining state and to a smoothness needed to facilitate traffic. Surface material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to prevent the loss of surface material and to provide for a thorough mixing of the material being worked.

3.3 Water, taken from Water Sources DESIGNATED ON THE SALE AREA MAP, shall be applied during blading if sufficient moisture is not present to cut, mix, or compact the surface material.

3.4 On native surfaced roads, Material generated from backslope sloughing and ditch cleaning may be blended with the surface material being worked. On aggregate surfaced roads this Material shall not be blended with Surface or Base Course material unless agreed otherwise.

3.5 Roadway backslopes or Berms shall not be undercut nor shall new Berms be established unless agreed otherwise. Berms shall be repaired by placing Material as needed to restore the Berm to reasonably blend with existing line, grade, and cross section.

3.6 Drainage Dips and Lead-off Ditches shall be cleaned and maintained to reasonably blend with existing line, grade, and cross section.

3.7 Intersecting roads shall be bladed for a distance of 50 feet to assure proper blending of the two riding surfaces.

3.8 Rocks or other material remaining on the Traveled Way after the final pass that are larger than 4 inches in diameter or are larger than the maximum size of imported surfacing shall be removed from the Traveled Way. The oversized material shall be disposed of by sidecasting unless SHOWN OTHERWISE ON THE SALE AREA MAP. Sidecasting into streams, lakes or water courses will not be permitted.

3.9 Material resulting from work under this specification shall not remain on or in structures, such as Culverts, overside drains, cattleguards, ditches, Drainage Dips, and the like.

3.10 Material resulting from work under this specification plus any accumulated debris shall be removed from bridge decks and the deck drains opened.

SAMPLE

DESCRIPTION

1.1 Surfacing repair is repairing potholes or small, soft areas in the Traveled Way. It includes area preparation and furnishing and placing all necessary materials, and other work necessary to repair the surface.

MATERIAL

2.1 Material used in the repair of soft areas on aggregate or native surfaced roads may be acquired from approved commercial sources, Forest Service borrow areas SHOWN ON SALE AREA MAP or borrow sources agreed to. The quality and quantity of the imported Material used in the repair will be limited to that needed to provide a stable Traveled Way for hauling and to minimize damage to the road and adjacent resources. The quantity of imported surface repair material used in the appraisal estimate will be SHOWN ON THE ROAD MAINTENANCE PLAN. However, the magnitude of the work may vary depending on Purchaser's hauling schedule and ground conditions.

2.2 Material used in the repair of bituminous pavements may be acquired from local commercial sources. If a mixing table is required, the location shall be approved by the Forest Service. The bituminous mixture to be used by the Purchaser shall be approved by the Forest Service. The Purchaser's share of the quantity of bituminous mixture used in the appraisal estimate will be SHOWN ON THE ROAD MAINTENANCE PLAN. However, Purchaser's share of the work may vary depending on Purchaser's hauling schedule, ground conditions, other traffic, etc.

REQUIREMENTS

3.1 Work under this specification shall be performed in a timely manner to reduce further deterioration of the Traveled Way.

3.2 Soft spots on aggregate or native surfaces shall be repaired by placing the imported surface course on top of the soft spot. Layers of imported material shall be placed until a firm surface is produced.

3.3 Bituminous Pavement Repairs

The areas to receive bituminous pavement repairs will be marked on the road surface by the Forest Service just prior to Purchaser performing the work.

3.4 Potholes (deep patch)

Surface course and base course materials shall be excavated to a depth necessary to reach firm, suitable material. The minimum depth of excavation shall be two inches and the maximum depth of excavation shall be to the top of the Subgrade.

The edges of the prepared hole shall be extended to form a vertical face in unfractured asphalt surfacing. The prepared hole shall generally be circular or rectangular in shape, dry, and cleaned of all loose material.

Prepared potholes shall be patched or barricaded immediately.

The faces of the prepared hole shall be tacked with a slow-setting emulsified asphalt.

The bituminous mixture shall be placed in layers not exceeding a compacted depth of two inches. Each layer shall be compacted thoroughly with hand or mechanical tampers or rollers. Compaction shall not be done with equipment wheels.

Upon completion, the compacted patch in the pothole shall be flush, with a tolerance or approximately one-fourth inch to one-half inch above the level of the adjacent pavement.

3.5 Skin Patches

Prior to skin patching, potholes shall be patched, and the surface shall be cleaned of loose and deleterious material. Apply a tack coat with a slow-setting emulsified asphalt at the rate of 0.1 gallons per square yard.

SAMPLE

Bituminous mixture shall be distributed uniformly with feathered edges in layers not to exceed two inches compacted depth. When multiple layers are ordered, joints shall be offset at least six inches between layers.

Each layer shall be compacted by two passes with a 7-10 ton steel roller or comparable vibratory roller.

3.6 Asphalt Berm

Damaged segments of Berm shall be removed and the exposed ends beveled at approximately forty-five degrees from vertical. The Berm foundation shall be cleaned and patched as necessary. The foundation and joining surfaces shall be coated with a slow-setting emulsified asphalt. Asphalt mix shall be placed and compacted to conform with the shape and alignment of the undamaged segment.

3.7 Disposal

All materials removed from potholes, patches, and Berms shall be disposed of at disposal sites SHOWN ON THE SALE AREA MAP.

SAMPLE

DESCRIPTION

1.1 This work consists of maintaining Drainage Structures and related items such as inlet and outlet channels, existing riprap, trash racks and drop inlets.

MATERIALS

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

REQUIREMENTS

3.1 Drainage Structures and related items shall be cleared of all foreign material which has been deposited above the bottom of the structure and all vegetative growth which interferes with the flow pattern. Material removed that cannot be incorporated into maintenance work shall be hauled to a disposal site SHOWN ON THE SALE AREA MAP.

3.2 If outlet or inlet riprap was installed by Purchaser as a construction item or existed prior to Purchaser's haul, it shall be maintained in good condition including the replacement of riprap if necessary to previous line, grade, and cross section.

3.3 Perform maintenance to insure the proper functioning of the head walls, aprons, inlet assemblies, overside drains, riprap, trash racks, and other facilities related to the Drainage Structure.

SAMPLE

DESCRIPTION

1.1 This work shall consist of preparing Traveled Way and furnishing and applying materials to abate dust.

MATERIALS

2.1 The roads requiring dust abatement, type of dust abatement material to be used, the rates of application, and frequency of applications will be SHOWN ON THE DUST ABATEMENT PLAN. The Dust Abatement Plan may be changed by written agreement.

2.2 Water

Water sources: approved locations are SHOWN ON SALE AREA MAP.

2.3 Dust abatement materials shall meet the requirements of the following Subsections of Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects or ATTACHED SPECIAL PROJECT SPECIFICATIONS.

Bituminous Materials	
Liquid Asphalts.	702.02
Bituminous Dust Palliatives.	725.02
Application Temperatures	702.04
Blotter Material.	703.13
Lignin Sulfonate.	725.20
Application Temperature.	306.04(b)
Water, for diluting.	306.04(b)
Magnesium Chloride.	725.02
Application Temperature.	725.01

2.4 Testing of Materials

Certification and sampling of bituminous materials lignin sulfonate, and magnesium chloride shall be in accordance with Subsection 105.04, 5-725.03, and 5-730.03, respectively, of Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects.

REQUIREMENTS

3.1 General

Dust abatement materials shall be applied to the road surface as necessary to control road surface loss, provide for road user safety, and minimize damage to adjacent resources.

3.2 Compaction

When the methods listed below specify compaction, Traveled Way shall be compacted by an 8 to 10 ton pneumatic, steel-wheeled or equivalent vibrating roller making 2 passes over the full Traveled Way and Shoulder width, unless compaction is not required on the DUST ABATEMENT PLAN.

SAMPLE

3.3 Preparation to Dust Abatement Materials Other Than Water.

The following applies to all methods of preparation:

Bituminous residue shall be scarified and pulverized to produce loosened material not exceeding 4 inches in greatest dimension.

Traveled Way shall be bladed in accordance with T-803.

Prior to applying DO-6BA, DO-6PA, or DO-8 the top 2 inches of Traveled Way shall contain not less than 80 percent nor more than 120 percent of optimum moisture as determined by AASHTO T-99, Method C. Prior to applying other bituminous material Traveled Way shall have a moisture content between 1 and 3 percent. If surface dusting prevents the bituminous material from penetrating, a light application of water shall be applied just prior to applying the bituminous material.

Lignin Sulfonate and magnesium chloride shall be applied when the top 1 inch of Traveled Way contains not less than 3 percent moisture nor more than 120 percent of optimum moisture as determined by AASHTO T-99, Method C.

Moisture content will be determined in accordance with AASHTO T-217 OR T-239.

One or more of the following methods shall be used as specified in the DUST ABATEMENT PLAN.

Method 1. Compact Traveled Way and apply the dust abatement material.

Method 2. Develop a layer of loose material approximately one inch in depth for the full width of Traveled Way. Apply the dust abatement material to this loose material and compact after penetration. If traffic makes maintenance of the loose material difficult, one inch of the material may be bladed into a windrow along the shoulder. The specified moisture content shall be maintained in the windrow and the top one inch of Traveled Way. The windrow shall be bladed to a uniform depth across Traveled Way just prior to applying the dust abatement material. When the dust abatement material has penetrated, Traveled Way shall be compacted.

Method 3. Blade one inch of material from Traveled Way into a windrow along the Shoulder. Maintain the specified moisture content in the windrow and the top inch of Traveled Way. Apply half the dust abatement material. When the dust abatement material has penetrated, the windrow shall be bladed to a uniform depth across dust abatement Traveled Way, and the remaining dust abatement material shall be applied. Traveled Way shall be compacted.

Method 4. Develop a layer of loose material approximately 2 inches in depth for the full width of Traveled Way. Apply half the dust abatement material to the loose material. Blade the top 2 inches into a windrow along the Shoulder. Apply the remaining dust abatement material to Traveled Way and the Berm. Spread the Berm evenly across Traveled Way and compact.

3.4 Preparation for Dust Abatement with Water

Traveled Way shall be prepared in accordance with Specification T-803 Surface Blading when required.

3.5 Application Tolerance

Dust abatement materials other than water shall be applied within 0.05 gallons per square yard of the rate specified.

3.6 Mixing Requirements

DO-6BA, DO-6PA, and DO-8 shall be thoroughly circulated in the distributor within one hour of application.

SAMPLE

3.7 Weather Limitations

Dust abatement materials shall not be applied when it is raining.

Bituminous material shall be applied when the surface temperature of Traveled Way is 50 degrees Fahrenheit or higher.

Lignin sulfonate and magnesium chloride shall be applied when the atmospheric temperature is 40 degrees Fahrenheit or higher.

3.8 Blotter Material

Blotter material shall be spread in a sufficient quantity to prevent tire pickup.

SAMPLE

DESCRIPTION

1.1 This work includes removal of brush and trees from within the Roadway limits.

REQUIREMENTS

3.1 Vegetative matter within the Roadway which impedes vehicular travel or interferes with road maintenance operations, such as surface blading, 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 distances will not be impaired.

3.2 Vegetative matter removed from the Roadway shall be treated by the specified method SHOWN ON THE SALE AREA MAP and as required by contract provisions.

SAMPLE

DESCRIPTION

1.1 Maintenance of miscellaneous structures includes cattleguards, gates, and other similar structures that have been previously installed to insure 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 Cattleguards. Loose rails shall be welded or bolted back in place.

Excess material carried into the cattleguard shall be removed when drainage is blocked or when it reaches 6 inches from the bottom of the cattleguard frame. Drainage into and from the cattleguard shall be kept open.

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

Brush and debris shall be removed from within the swinging radius.

SAMPLE

DESCRIPTION

1.1 This work consists of installing or removing Waterbars in the Roadbed.

REQUIREMENTS

3.1 Waterbars shall be installed on roads SHOWN ON THE ROAD MAINTENANCE PLAN in accordance with the ATTACHED DRAWING AND AT LOCATIONS DESIGNATED or STAKED ON THE GROUND.

All material excavated shall be used in the installation of the Waterbar. Bermed material shall be compacted by operating heavy equipment over the length and width of the Berm.

3.2 Waterbars shall be removed on roads SHOWN ON ROAD MAINTENANCE PLAN by blading the Berm into the adjacent depression to form a smooth transition along the Traveled Way. The length and width of the fill material shall be compacted by the equipment performing the work.

3.3 Waterbars may be required to be installed between seasons of use and then removed when haul is resumed. Waterbar installation may also be required when use of a road has been completed.

SAMPLE

DESCRIPTION

1.1 This work shall consist of furnishing, installing, or removing barriers. Gates are not included.

MATERIALS

2.1 Materials for Barriers shall meet the requirements AS SHOWN ON THE ATTACHED DRAWINGS.

REQUIREMENTS

3.1 Barriers shall be installed in accordance with the ATTACHED DRAWINGS.

The location of Barriers to be removed or installed is SHOWN ON THE SALE AREA MAP. Installation or removal may occur as often as road use is terminated and resumed.

SAMPLE

DESCRIPTION

1.1 This work shall consist of applying a chip seal, sand seal, or fog seal to the Traveled Way.

Chip seals may consist of single or double applications of bituminous material and cover aggregate.

MATERIALS

2.1 The roads requiring Surface Treatment, the type of seal coat to be applied, he rate of application, and type and grade of bituminous material, and the rate of application and grading of cover aggregate will be SHOWN ON THE SURFACE TREATMENT PLAN (C5.4).

2.2 Emulsions used for fog seals shall be diluted with an equal amount of water and shall be applied at the diluted application rate SHOWN ON THE SURFACE TREATMENT PLAN (C5.4).

2.3 Seal coat materials shall meet the requirements of the following Sub-sections of Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects or ATTACHED SPECIAL PROJECT SPECIFICATIONS:

Bituminous Materials

Asphalt Cement.....	702.01
Liquid Asphalts.....	702.02
Emulisfied Asphalt.....	702.03
Application Temperatures.....	702.05
Cover Aggregate.....	703.12
Blotter Material.....	703.13
Water for Diluting.....	712.01

2.4 The cover aggregate shall be surface damp at the time of application when using emulisfied asphalt and dry when using an asphalt cement or liquid asphalt. Excess water on the aggregate surface will not be permitted.

3.1 Traffic
Traffic shall be maintained in accordance with C6.33.

3.2 Weather Limitations
Fog seal and chip seal shall not be applied when the weather is foggy or rainy.

Seal coats requiring cover aggregate shall not be applied when the temperature of the surface being treated is below 70 degrees Fahrenheit in the shade.

Fog seal coats shall not be applied when the surface temperature is below 40 degrees Fahrenheit in the shade.

3.3 Equipment
The following equipment or its equivalent shall be used:

A distributor truck equipped to spread the material uniformly at the designated rate, within the temperature range specified and within 0.04 gallons per square yard of the rate specified. The distributor shall be equipped with a thermometer and a hand hose with spray

A rotary power broom and/or blower.

When cover aggregates are applied: a pneumatic tire roller, 8 ton minimum weight with all tires equally inflated to a pressure of at least 90 pounds per square inch. Rollers shall be equipped with devices for applying water to the tires.

SAMPLE

Self-propelled aggregate spreader supported by at least four wheels equipped with pneumatic tires on two axles, situated so that at no time will the tires contact the uncovered bituminous materials. The aggregate spreader shall be equipped with positive controls so that the required amount of materials will be deposited uniformly over the full width.

Trucks with spreading attachments shall not be used.

3.4 Preparation of surface
Immediately before applying the bituminous material, the surface to be sealed shall be cleaned of all forgien and loose material.

3.5 Application of bituminous material
Bituminous material shall be applied in an uniform, continous spread. The distributor shall be moving forward at proper application speed, at the time the spray bar is opened. Skipped areas or deficiences shall be corrected prior to the application of cover aggregate.

The spread of bituminous material shall not be more than 6 inches wider than the width to be covered by the cover aggregate. Operations shall not proceed if the bituminous material is allowed to cool, set up, dry, or otherwise impair retention of cover aggregate.

Fog seal shall be allowed to penetrate and dry before traffic is permitted on the sealed portion.

The surfaces of structures and trees adjacent to the area being treated shall be protected to prevent their being spattered or marred.

3.6 Application of Cover Aggregate and Blotter
Immediately following the application of the bituminous material, cover aggregate shall be spread at the specified rate. Joints between adjacent applications of cover aggregate shall be approximately in the center of two-lane roads.

The aggregate spreader shall not be operated at speeds which cause the aggregate to roll over after striking the bituminous material. The cut-off of aggregate shall be complete, and any excess aggregate shall be removed from the surface prior to resuming operations. Immediately after the cover aggregate has been spread, any piles, ridges, and uneven distribution shall be corrected.

Cover aggregates may be applied by hand in areas inaccessible to spreading equipment.

Rolling shall begin immediately after spreading the cover aggregate and shall consist of a minimum of two complete coverages.

The second treatment of a double chip seal shall not be applied until at least 24 hours after completion of a first treatment, when an emulsion or asphalt cement is used. If a medium cure liquid asphalt is used, 48 hours shall be allowed between applications. Prior to the second treatment, any loose cover aggregate remaining on the surface after the first treatment shall be removed in such a manner that the cover aggregate set in the bituminous material will not be displaced.

After rolling, traffic shall be controled to a maximum speed of 15 miles per hour for a period of 4 hours.

The day following the final application of cover aggregate, any concentrations of loose cover aggregate shall be redistributed without disturbing the embedded aggregate. Four days after the final application of cover aggregate, all excess cover aggregate shall be removed. During this period, any bituminous material that comes to the surface shall be covered with additional cover aggregate or approved blotter material.

3.7 Blotter material for fog seals shall be spread in sufficient quantity to prevent tire pickup.

SAMPLE

SECTION 725 LIGNIN SULFONATE

725.01 LIGNIN SULFONATE. Lignin Sulfonate shall be the residue produced by the acid-sulfite pulping of wood. The base cation shall be ammonium, calcium or sodium. The lignin sulfonate shall be supplied as a water solution.

The lignin sulfonate shall be miscible with an equal volume of water. The undiluted material shall meet the following requirements:

pH (AASHTO T 200)	4.5 minimum
Viscosity at 77 degrees F (AASHTO T 202)	20.0 poise maximum
Total Solids (TAPPI T 629-M53)	48 percent minimum

The solids shall meet the following requirements:

Lignin Sulfonate	50 percent minimum
Reducing Sugars	25 percent maximum

725.02 TEMPERATURE. The temperature of the material from the time it is loaded until it is applied on the road shall not exceed 140 degrees Fahrenheit. The temperature of the material at application shall be between 40 and 140 degrees Fahrenheit.

725.03 CERTIFICATION. When each load of Lignin Sulfonate is delivered, the Contractor shall furnish the Engineer with a completed Certificate of Compliance conforming to the format below (see Figure 725-1). A separate Certificate of Compliance will not be required if the Bill of Lading contains the required information.

FIGURE 725-1 (sample)

CERTIFICATE OF COMPLIANCE

Consignee _____Destination _____

Date _____Net Weight _____

Identification (Truck No., Car No., Etc.) _____

Based Cation _____Brand Name _____

This shipment of Lignin Sulfonate identifed above and covered by this Certificate of Compliance, complies with Forest Service Standard Specifications as modified by Special Project Specifications applicable to this project.

Producer _____

Signed _____
Producers Representative

SAMPLE

SECTION 730 MAGNESIUM CHLORIDE

730.01 MAGNESIUM CHLORIDE. Magnesium Chloride shall be a brine consisting of water and Magnesium Chloride. The chemical analysis* shall meet the following requirements:

Chemical	Percent by Weight of Brine
Magnesium	7.0 Minimum
Chloride	20.0 Minimum
Sulfate	4.3 Maximum
Nitrate	5.0 Maximum

The pH shall be between 4.5 and 10.0. The solids shall be at least 30 percent by weight of the brine.

730.02 TEMPERATURE. The temperature of the material shall be 40 degrees Fahrenheit or above when it is applied.

730.03 CERTIFICATION. When each load of Magnesium Chloride is delivered, the Contractor shall furnish the Engineer with a completed Certificate of Compliance conforming to the format as shown in Figure 730-1. a separate copy of test procedures* are available upon request from USDA Forest Service, Pleasant Hill Engineering Center, 2245 Morello Avenue, Pleasant Hill, CA 94523.

FIGURE 30-1 (sample)

CERTIFICATE OF COMPLIANCE

Consignee _____ Destination _____

Date _____ Net Weight _____

Identification (Truck No., Car No., Etc.) _____

Based Cation _____ Brand Name _____

This shipment of Magnesium Chloride identified above and covered by this Certificate of Compliance, complies with Forest Service Standard Specifications as modified by Special Project Specifications applicable to this project.

Producer _____

Signed _____
Producers Representative

SAMPLE