C2.35# (OPTION 1) - INDIVIDUAL TREE DESIGNATION. (6/08) All **trees marked with blue paint at or near breast height and below stump height** which meet the minimum tree diameter stated in A2 are designated for cutting. Additional timber to be cut, if any, will be designated for cutting in accordance with B2.37.

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

***NOTE:** In several subdivisions, there are remnant old leave trees marked with faded orange or yelow paint. This old paint is to be disregarded in the Ponderosa Timber Sale contract.

C3.47# - ABNORMAL DELAY. (9/04) Unless otherwise agreed, felled timber meeting Utilization Standards shall be removed by Purchaser pursuant to B2.2 and shall be presented for Scaling within the time period indicated in the following removal schedule. The number of days shown are consecutive calendar days.

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

See attached removal schedule.

REMOVAL SCHEDULE PURSUANT TO C3.47# - ABNORMAL DELAY *(09/2004)*

| Included Timber | Time Limits | |
|---|---|---|
| ALL. | 30 | days after felling is started. |
| All timber decked during construction clearing. | 30 | days after felling on each Specified Road constructed by Purchaser is initiated. |
| Timber decked during road construction. | 30 | days after Forest Service authorizes Purchaser to use roads pursuant to B5.2. |

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

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

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

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

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

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

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

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

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

C5.12# - USE OF ROADS BY PURCHASER *(06/1999)*

Purchaser's use of existing roads identified on Sale Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

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

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

**See Restricted Road List Table.**

TABLE PURSUANT TO C5.12# – USE OF ROADS BY PURCHASER. (6/99)

**Restricted Road List**

| **Road Number** | **Road Name** | **Termini** | | **Map Legend** | **Description of Restrictions** |
|---|---|---|---|---|---|
| | | **From** | **To** | | |
| 3200000 | | Co. Road 998 | 3240 | R | Unless otherwise Agreed to in writing, Purchaser is Restricted to No Commercial Hauling on weekends or holidays |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Title and Date of Governing Road Rules Document:

Rogue River National Forest
**Commercial Road Use Rules**

1999
**Effective Date**

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

Construction of Specified Roads shall be completed no later than **10/31/2013** ; except for earlier construction completion dates for roads listed below:

| Road Number | Road Name | Station From | Station To | Completion Date |
|---|---|---|---|---|

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**See Material Source Table.**

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

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

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

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

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

TABLE PURSUANT TO C5.221# - MATERIAL SOURCES (4/04)

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

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

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

**See Contract Road Maintenance Requirements Summary Table.**

CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY TABLE PURSUANT TO C5.31# - ROAD MAINTENANCE REQUIREMENTS *(07/2001)*

**Contract Road Maintenance Requirements Summary**

| | Termini | | | Applicable ***Prehaul*** Road Maintenance Specifications | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Road** | **From** | **To** | **Miles** | **T803** | **T811** | **T812** | **T813** | **T831** | **T832** | **T834** | **T836** | **T838** | **T839** | **T842** | **T851** | **T854** | **T891** |
| 3200000 | 0.00 | 3.82 | 3.82 | | | | | | | | | | | | P | P | P |
| 3200520 | 0.81 | 1.25 | 0.34 | | | | | | | | | P | | | | P | |
| 3200524 | 0.00 | 1.00 | 1.00 | | | | | | | | | P | | | | P | |
| 3200540 | 1.5 | 2.74 | 1.24 | | | | *P | | | | | | | | P | P | P |
| 3200560 | 0.00 | 0.68 | 0.68 | | P | | *P | P | P | P | | | | P | P | P | P |
| 3200561 | 0.00 | 0.71 | 0.71 | | | | | | | | | | P | | | P | |
| 3200573 | 0.00 | 0.78 | 0.78 | | | | | | | | | P | | | | P | |
| 3240000 | 0.00 | 4.21 | 4.21 | | P | | *P | P | P | P | | | | P | P | P | P |
| 3240100 | 0.00 | 0.38 | 0.38 | | | | | | | | | P | | | | P | |
| 3240110 | 0.00 | 0.67 | 0.67 | | | | | | | | | P | | | | P | |
| 3240720 | 0.00 | 1.15 | 1.15 | | | | | | | | | | P | | | P | |
| 3700000 | 14.73 | 16.50 | 1.77 | | P | | | P | P | P | | | | | P | P | P |

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

**.* Purchaser shall place 150 Cubic Yards of Cinder rock as directed by the Forest Service on roads 3240, 3200540 & 3200560. Government Furnished Source. Government Source is located on Road 3220500 at T35S, R4E, SEC. 8. Water Sources are located on Road 3220 at MP 0.1 and 3240 at MP 3.59. Water Sources to be approved by Forest Service.**

| | Termini | | | Applicable ***During Haul*** Road Maintenance Specifications | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Road** | **From** | **To** | **Miles** | **T803** | **T811** | **T812** | **T813** | **T831** | **T832** | **T834** | **T836** | **T838** | **T839** | **T842** | **T851** | **T854** | **T891** |
| 3200000 | 0.00 | 3.82 | 3.82 | | P | P | | P | P | P | | | | | P | P | P |
| 3200520 | 0.81 | 1.25 | 0.34 | | | | | | | | | P | | | | P | |
| 3200524 | 0.00 | 1.00 | 1.00 | | | | | | | | | P | | | | P | |
| 3200540 | 1.5 | 2.74 | 1.24 | | P | | | P | P | P | | | | | P | P | P |
| 3200560 | 0.00 | 0.68 | 0.68 | | P | | | P | P | P | | | | P | P | P | P |
| 3200561 | 0.00 | 0.71 | 0.71 | | | | | | | | | | P | | | P | |
| 3200573 | 0.00 | 0.78 | 0.78 | | | | | | | | | P | | | | P | |
| 3240000 | 0.00 | 4.21 | 4.21 | | P | P | | P | P | P | | | | P | P | P | P |
| 3240100 | 0.00 | 0.38 | 0.38 | | | | | | | | | P | | | | P | |
| 3240110 | 0.00 | 0.67 | 0.67 | | | | | | | | | P | | | | P | |
| 3240720 | 0.00 | 1.15 | 1.15 | | | | | | | | | | P | | | P | |
| 3700000 | 14.73 | 16.50 | 1.77 | | P | P | | P | P | P | | | | | P | P | P |

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

| | Termini | | | Applicable ***Post Haul*** Road Maintenance Specifications | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Road** | **From** | **To** | **Miles** | **T803** | **T811** | **T812** | **T813** | **T831** | **T832** | **T834** | **T836** | **T838** | **T839** | **T842** | **T851** | **T854** | **T891** |
| 3200000 | 0.00 | 3.82 | 3.82 | | P | | | P | | P | | | | | | | P |
| 3200520 | 0.81 | 1.25 | 0.34 | | | | | | | | | P | | | | | |
| 3200524 | 0.00 | 1.00 | 1.00 | | | | | | | | | P | | | | | |
| 3200540 | 1.5 | 2.74 | 1.24 | | P | | | P | | P | | | | | | | P |
| 3200560 | 0.00 | 0.68 | 0.68 | | P | | | P | | P | | | | | | | P |
| 3200561 | 0.00 | 0.71 | 0.71 | | | | | | | | | | P | | | | |
| 3200573 | 0.00 | 0.78 | 0.78 | | | | | | | | | P | | | | | |
| 3240000 | 0.00 | 4.21 | 4.21 | | P | | | P | | P | | | | | | | P |
| 3240100 | 0.00 | 0.38 | 0.38 | | | | | | | | | P | | | | | P |
| 3240110 | 0.00 | 0.67 | 0.67 | | | | | | | | | P | | | | | |
| 3240720 | 0.00 | 1.15 | 1.15 | | | | | | | | | | P | | | | |
| 3700000 | 14.73 | 16.50 | 1.77 | | P | | | P | | P | | | | | | | P |

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

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

T Specification Descriptions

T-803 Snow Removal
T-811 Blading
T-812 Dust Abatement
T-813 Surfacing
T-831 Ditch Maintenance
T-832 Remove And End Haul Materials
T-834 Drainage Structure Maintenance
T-835 Roadway Drainage Maintenance
T-836 Maintenance for Limited Use
T-838 Maintenance for High Clearance Vehicle Use
T-839 Maintenance for Project Use
T-842 Cutting Roadway Vegetation
T-851 Logging Out
T-854 Treatment and Disposal of Danger Trees
T-891 Water Supply and Watering

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

| 1 | 2 | 3 | | | 4 | 5 | 6 | | | 7 | 8 | 9 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Road No. and Termini | Special Project Specifi-cation | Travel Way | | | Brush And Log Out | Surfacing | Dust Abatement | | | Seasonal Mainte-nance | Snow Removal | Post Haul | |
| | | Width | X Slope | Comp | | | Product | Applic Rate | Width | | | Block | Treat |
| 3200000 Jct Co. Rd to 3240 | | EX | AI | A | 4' L,4' R OPT | | H2O | 0.25 | EX | | | | P |
| 3200520 3200540 to 3200524 | | EX | AI | A | 4' L,4' R OPT | | | | | W | | | P |
| 3200524 3200520 to Unit 3 | | EX | AI | A | 4' L,4' R OPT | | | | | W | | | P |
| 3200540 3240 to Unit 4 | | EX | AI | A | 4' L,4' R OPT | 50 CY, Gov't. Furnished | | | | | | | P |
| 3200560 3200540 to Unit 6 | | EX | AI | A | 4' L4' L,4' R OPT | 50 CY, Gov't. Furnished | | | | | | | P |
| 3200561 3200560 to Unit 5 | | EX | AI | A | 4' L4' L,4' R OPT | | | | | W, B | | P | P |
| 3200573 3200540 to 3200524 | | EX | AI | A | 4' L,4' R OPT | | | | | W | | | P |
| 3240000 3200 to 37 | | EX | AI | A | 4' L,4' R OPT | 50 CY, Gov't. Furnished | H2O | 0.25 | EX | | | | P |
| 3240100 3240 to Unit 1 | | EX | AI | A | 4' L,4' R OPT | | | | | W | | | P |

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

| 1 | 2 | 3 | | | 4 | 5 | 6 | | | 7 | 8 | 9 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Road No. and Termini | Special Project Specifi-cation | Travel Way | | | Brush And Log Out | Surfacing | Dust Abatement | | | Seasonal Mainte-nance | Snow Removal | Post Haul | |
| | | Width | X Slope | Comp | | | Product | Applic Rate | Width | | | Block | Treat |
| 3240110 3240100 to Unit 2 | | EX | AI | A | 4' L,4' R OPT | | | | | W | | | P |
| 3240720 3240 to Unit 7 | | EX | AI | A | 4' L,4' R OPT | | | | | W, B | | P | P |
| 3700000 3240 to unit 8 | | EX | AI | A | 4' L,4' R OPT | D | H2O | 0.25 | EX | | | | P |

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

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

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

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

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

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

Cultural Resource Protection Measures: **N/A**
Wildlife and Botanical Protection Measures: **Special protection measures for Pacific Fishers and Northern Spotted Owls are listed in C6.315#**
Cave Resource Protection Measures: **N/A**

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

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

**See attached schedule.**

Table Pusuant to C6.315#- Sale Operation Schedule *(06/1994)*

| SUBDIVISION | Operating Conditions | Purpose |
|---|---|---|
| 4 | No operations Between **March 1 and June 30.** | To minimize disturbance of Northern Spotted Owls. |
| 2,4,5,7,8 | No operations (except for Road Maintenance or Log Haul) Between March 1 and July 31. | To minimize disturbance to Pacific Fisher in nesting and denning habitat. |

Sale Operation Matrix - Restricted Periods
Refer to C6.315# Schedule above for details

Normal Operating Season ------>

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Northern Spotted Owl | | | | | | | | | | | | |
| Pacific Fisher | | | | | | | | | | | | |

In addition to the seasonal restrictions above, this contract also has requirements and restrictions in regards to maintaining soil productivity by minimizing soil compaction, displacement, and erosion.

C6.405 - ALTERNATE REMOVAL OF INCLUDED TIMBER *(05/2005)*

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

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

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

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

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

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

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

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

C6.41# - SPECIFIC REQUIREMENTS *(01/2000)*

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

**See attached table.**

Table Pursuant to C6.41#, Specific Requirements *(01/2000)*

| **FELLING METHODS** | **SUBDIVISIONS** |
|---|---|
| Purchaser shall control the direction of fall of all Included Timber by wedging , jacking, lining, or other appropriate methods. | ALL |
| | |
| Methods used shall result in the felling of trees towards the lead of the predesignated skidtrails | ALL |
| | |
| Methods used shall result in the felling of trees in a manner that will minimize damage to the residual stands and riparian zones, protects gates, survey monuments and associated Bearing Trees and other administrative structures, and in a manner that facilitates the grouping and removal of turns. | ALL |
| | |

| **FELLING EQUIPMENT** | **SUBDIVISIONS** |
|---|---|
| Chainsaws | ALL |
| | |
| Mechanical felling and processing, or other logging methods may be considered if the proposed logging method will be operated in a manner that:<br><br>* meets or exceeds the objectives and the level of protection afforded by the mitigation measures identified in the Rustler Environmental Analysis and Decision Notice; AND<br><br>* is agreed to in writing by the Forest Service prior to the use of such methods. | ALL |

C6.412# (Option 2a) - TREATMENT OF STUMPS *(07/2001)*

Unless otherwise agreed to in writing, in areas shown on Sale Area Map, Purchaser shall treat the stumps of all live **true fir** trees cut by Purchaser that have a stump diameter larger than **12** inches. Treatment should be done as soon after tree felling as practical, preferably within 1 or 2 hours, but no later than 24 hours. Treatment shall consist of removing sawdust and other loose debris from the cut surface of the stump including exposed wood surfaces on all sides, and apply powder or liquid borax according to the following instructions:

POWDER APPLICATION - Apply enough borax to lightly cover stump surface including exposed wood surfaces on all sides (approximately 1 pound borax per 50 square feet of exposed wood surface). Apply the material to all exposed wood surfaces. Stumps should be level and have no splinters for most effective use. Best method of application is to sprinkle the material salt shaker style on the freshly cut stump surface. Care should be used during application to minimize off-site application of this material. A powder dye **approved by OSHA** shall be added to the borax as an aid to insure complete coverage.

LIQUID APPLICATION - A 10 percent aqueous solution can be used for treatment. Apply the solution by brush, or spray, to the stump until the surface is thoroughly wet (approximately 1 gallon per 40 square feet of exposed wood surface). Apply the material to all exposed wood surfaces. A liquid dye shall be added to the borax solution as an aid to insure complete coverage.

Purchaser shall only use material registered by the Environmental Protection Agency (EPA) for annosus root disease control and follow all applicable label instructions.

C6.42# - YARDING/SKIDDING REQUIREMENTS *(04/2003)*

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

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

**See attached table for requirements.**

TABLE PURSUANT TO C6.42# - YARDING/SKIDDING REQUIREMENTS *(04/2003)*

| **YARDING/SKIDDING REQUIREMENTS** | **SUBDIVISION** |
|---|---|
| The use of equipment off of roads shall be limited to soil moisture conditions that do not contribute to detrimental compaction beyond allowances in the Land and Resources Management Plan for the Rogue River National Forest. Operations will be suspended when indicators such as caking, smearing, and rutting of approximately 4 to 6 inches occurs. | All |
| Unless otherwise agreed, legacy or existing skidtrails, roads, and other transport facilities including landings, that were used in previous harvest operations shall be re-used where practical. | ALL |
| Tree Length skidding/yarding is prohibited. | ALL |
| Ground-based equipment. New Skid trails/roads shall be spaced no closer than 150 feet, except where converging toward the landing. | ALL |
| Except while winching, the yarding or skidding system must keep one end of the log suspended above the ground during inhaul. | ALL |
| Unless otherwise agreed, tractors shall be capable of winching the largest log encountered up to (150) feet slope distance from skidtrails, roads or other transport facilities. Tractors will not be allowed to operate on slopes that are >35% slope. Tractors shall remain on the approved skid trails and use the cable winch to pull logs to skid trails. | ALL |

C6.6# - EROSION CONTROL AND SOIL TREATMENT BY PURCHASER *(07/2001)*

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

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

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

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

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

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

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

Seed shall meet current Forest Service requirements, with the additional requirement that no seed containing any noxious weed seed in excess of established state limitations as listed in the current "State Noxious Weed Requirements Recognized in the Administration of the Federal Seed Act" publication will be used (commonly referred to as the "all states" noxious weed seed list). Seed shall be furnished separately or in mixture in standard containers clearly marked with: (1) seed name; (2) lot number; (3) net weight; (4) percentages of purity and of germination (in case of legumes, percentage of germination to include hard seed); (5) percentage of weed seed content; and (6) certification that no noxious weed seeds in excess of established state standards are present. The contractor shall furnish the Government duplicate signed copies of a certificate, signed by a Registered Seed Technologist or Seed Analyst (certified through either the Association of Official Seed Analysis or the Society of Commercial Seed Technologists), certifying that each lot of seed has been tested in accordance with the Association of Official Seed Analysts Standards within 12 months prior to date of application. This certificate shall include (1) name and address of laboratory, (2) date of test, (3) lot number for each kind of seed, (4) name of seed, (5) percentage of germination, (6) percentage of purity, (7) percentage of weed seed content, and (8) certification that no

noxious weed seeds in excess of established state limitations are present in any kind of seed.

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

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

**See attached application schedule.**

APPLICATION SCHEDULE PURSUANT TO C6.6# - EROSION CONTROL AND SOIL TREATMENT BY PURCHASER
*(07/2001)*

| | ***AREAS*** | ***SEED*** | | ***FERTILIZER*** | | ***MULCH*** | |
|---|---|---|---|---|---|---|---|
| ***SUBDIVISION OR UNIT NUMBER*** | ***A) SKID TRAILS<br>B) FIRELINES<br>C) TEMP. ROADS<br>D) LANDINGS<br>E) OTHER*** | ***APPLICATION*** | | ***APPLICATION*** | | ***APPLICATION*** | |
| | | ***SPECIES 1/ MIXTURE*** | ***LBS/AC*** | ***TYPE 2/*** | ***LBS/AC*** | ***TYPE 3/*** | ***LBS/AC*** |
| N/A | | | | | | | |
| | | | | | | | |
| | | | | | | | |

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

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

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

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

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

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

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

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

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

C6.7 - SLASH DISPOSAL *(06/2008)*

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

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

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

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

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

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

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

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

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

**See attached specifications.**

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

Detailed Slash Disposal Plans and Specifications are on attached pages.

| Work Item Preparation of Slash | Map Symbol | Unit of Measure | Total Units in Sale | Cost Per Unit (Includes Overhead) |
|---|---|---|---|---|
| Hand Piling and Cover | HP&C | Acre | 430.2 | $485.00/Acre |
| Machine Pile and Cover on Landings | MP&C | Acre | 4.8 | Included in Logging Cost |

PURCHASER'S RESPONSIBILITIES

Slash disposal shall be completed on each sale subdivision pursuant to B6.31 and B6.7 as soon as weather and soil conditions permit. Unless Purchaser and Forest Service agree otherwise in writing, slash disposal shall be completed in the same Normal Operating Season in which Included Timber is yarded from the unit. Applicable to all options of C6.74 - Method of Slash Disposal.

Additionally, slash resulting from the cutting of any Included Timber from any portion of an overstory removal unit will be treated the same Normal Operating Season as such timber is removed, unless otherwise approved in writing.

Purchaser slash disposal shall be accomplished using the following methods which apply in the designated areas and sale subdivision summarized below:

| **Slash Disposal Methods** | **Designated Areas** | **Sale Subdivisions** | **TOTAL AREA** |
|---|---|---|---|
| Hand Piling and Cover | Subdivisions | All Subdivisions | 430.2 ac. |
| Machine Pile and Cover on Landings | Subdivisions | All Subdivisions | 4.8 ac. |

.

A. **Handpiling Specifications**

1. Handpiling will be done by the acre in all subdivisions.

a. Construction of Piles

Material between 1 and 6 inches d.i.b. on the large end and over 2 feet in length, will be piled. All material in excess of 10 feet in length must be bucked before being placed in the pile. Handpiles shall be a minimum of 6 feet in height by 10 feet in diameter. The long axis of the pile will be in alignment with the slope, and on flat ground aligning with the prevailing wind (usually south, or southwest). Logs, limbs and other material which extend 2 feet beyond the general contour of the pile shall be bucked off and placed in the pile. All piles shall be as compact as possible and constructed so they will not topple. Compaction shall be obtained by limbing, aligning and placing material in a parallel manner to facilitate easy ignition and consumption of material. The lower 1/3 of each pile shall consist of at least 30% fine material and the middle 1/3 shall consist of at least 20% of fine material.

b. Location of Hand Piles

Slash piles shall be located so the burning will not cause damage to reserve trees. Piles should be at least 5 feet from reserve trees both horizontal and vertical. Piles will not be located on stumps or punky logs.

**B. Covering Material for Slash Piles**

1. Purchasers's Responsibilities

Purchaser will be required to cover all slash piles. Cover will be placed in manner to protect the pile from rain and snow. Cover material will be placed in a location to get best cover for later ignition. On flat ground piles will be covered with at least 30% of the covering material on top of pile, with the remaining 70% covering the south side of the pile. On slopes, the piles will be covered with 30-40% on top of the pile with the remaining 60-70% of the material on the downhill side of the pile. Piles shall be at least 80 % covered. A **maximum** of 100 square feet of plastic per pile will be used to cover the piles, regardless of pile size.

2. Securing of Covering Material

90% of the pile will be constructed before the covering material is applied. Covering material will be anchored by placing limbs or similar material at least 18 inches long and 3 inches in diameter on each end and the top of covering.

3. Cover Material

Purchaser will furnish polyethylene plastic (4 mil. minimum thickness) to cover slash piles - equivalent material may be used upon approval of the Forest Service.

B. **Machine Piling Specifications**

Machine piling will be done by the acre at all landings and decking areas.

1. Construction of Piles

a. No soil, other than that adhering to the bark or contained in root ends, will be acceptable in piles; and piles shall be as compact as possible. Each pile shall be at least 6 feet high by 10 feet in diameter. Logs and limbs and other material which extend 3 feet beyond the contour of the pile shall be bucked off and placed in the pile. Before piling, all material to be piled will be bucked into lengths not to exceed 20 feet. All logs will be placed in piles so they will not roll downhill during burning. The lower 1/3 of each pile shall consist of at least 20% fine fuel material less than 6 inches in diameter.

2. Slash to be Piled

a. All over 3 inches d.i.b. on the large end and over 4 feet in length, and over 10 feet long regardless of diameter.

3. Location of Machine Piles

a. Slash piles shall be located far enough from reserve trees or facilities to allow damage from burning to be held to a minimum. Piles should be at least 20 feet from reserve trees both horizontally and vertically.

COVERING MATERIAL FOR SLASH PILES

**A.** Purchasers's Responsibilities

Purchaser will be required to cover all slash piles. Cover will be placed in manner to protect pile from rain and snow. Cover material will be placed in a location to get best cover for later ignition. A **maximum** of 100 square feet of plastic per pile will be used to cover the piles, regardless of pile size. Piles shall be at least 20% covered on landing piles (if possible, with 100 square feet of plastic).

**B.** Securing of Covering Material

90% of the pile will be constructed before the covering material is applied. Covering material will be anchored by placing limbs or similar material at least 18 inches long and 3 inches diameter on each end and the top of covering.

**C.** Cover Material

Purchaser will furnish polyethylene plastic (4 mil. maximum thickness) to cover slash piles - equivalent material may be used upon approval of the Forest Service.

C6.815 - THIRD PARTY SCALING SERVICES *(04/2004)*

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

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

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

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

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

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

C7.1 - PLANS *(09/2004)*

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

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

C7.2 - SPECIFIC FIRE PRECAUTIONS *(09/2002)*

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

A. Fire Security.

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

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

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

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

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

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

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

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

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

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

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

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

C. Spark Arrestors and Mufflers.

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

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

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

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

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

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

D. Fire Tools.

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

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

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

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

E. Tank Truck.

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

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

agreement.

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

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

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

F. Communications.

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

G. Smoking and Open Fire Restrictions.

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

H. Blasting.

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

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

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

I. Compliance with State Fire Laws.

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

J. Aircraft Communications.

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

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

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

K. Logging Block Equipment.

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

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

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

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

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

C7.22 - EMERGENCY FIRE PRECAUTIONS *(09/2004)*

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

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

LEVEL INDUSTRIAL FIRE PRECAUTION

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

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

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

III. Partial shutdown - The following are prohibited:

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

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

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

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

IV. General shutdown - All operations are prohibited.

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

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

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

described in A12.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

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

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

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

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

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

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

TRAFFIC CONTROL PLAN AND SPECIFICATIONS PURSUANT TO B6.33 SAFETY

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

Part I. Signing and Other Warning Methods:

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

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

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

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

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

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

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

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

(b) Barricades. On roads listed in C5.31#, if Purchaser's Operations cause the traveled way or road shoulders to be constricted overnight, or longer, by such obstructions as decked logs, parked equipment, or piled slash, Purchaser shall place barricades on both sides of the encroaching obstruction to safely channel traffic around such obstructions. Barricades shall remain in place until the obstruction is removed.

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

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

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

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

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

Part II. Specific Requirements:

N/A

Purchaser and Forest Service agree to the above stated requirments of the Traffic Control Plan:

| | |
|---|---|
| Name | Name |
| Title | Title |
| Date | Date |