

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE  <b>TIMBER SALE CONTRACT</b> (Applicable to Sales to be Scaled after Felling)		Name of Purchaser	
National Forest Tahoe	Ranger District Yuba River Ranger District	Region Pacific S-West	Contract Number
Sale Name Gold Helicopter MP Reoffer		Award Date	Termination Date 10/31/2015

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

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

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

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

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

**UNITED STATES OF AMERICA**

Two Witnesses: 1/

By: \_\_\_\_\_  
 Contracting Officer

\_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Address)

\_\_\_\_\_  
 (Purchaser) 2/

\_\_\_\_\_  
 (Name)

By: \_\_\_\_\_

\_\_\_\_\_  
 (Address)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Business Address)

I, <sup>3/</sup> \_\_\_\_\_, 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/**



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

**A1 - Location and Area**, applicable to B1.1

This Sale Area of 940 acres more or less is located in:

Portions of Sections 1, 10, 11, 12, 13, 14, 19, 20, 22, 28, 30, 32, T20N; R11E; Portions of Sections 6, 7, 18, 19, T20N; R12E.

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

Species	Product	Estimated Quantity	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Merch. Factor
Combined Softwood	Sawtimber	25,218.00	Ton	10.0	1	10	6.0	12
Other Softwood	Grn Bio Cv	4,516.00	Ton	10.0	1	10	6.0	12
<b>Timber Subject to Agreement under C2.11#</b>								
Other Softwood	Sawtimber	unestimated	Ton	10.0	1	10	6.0	12
Cull Logs Combined	Cull Logs	unestimated	Ton	10.0	1	10	6.0	16
<b>Total Quantity</b>		29,734.00	Ton					

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

	Number	Acres
Clearcutting Units (B2.31)	_____	_____
Specified Road Clearing (B2.32)	_____	_____
Overstory Removal Units (B2.33)	_____	_____
Understory Removal Units (B2.34)	_____	_____
Individual Trees (B2.35)	_____	465
Incompletely Marked Timber (B2.36)	_____	_____



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

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

**Not Applicable**

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

Species	Product	Unit of Measure	Rates per Unit of Measure				Required Deposits Slash Disposal \$
			Base \$	Advertised \$	Bid Premium \$	Bid (Flat) \$	
Combined Softwood	Sawtimber	Ton	.90	1.06			1.39
Other Softwood	Gm Bio Cv	Ton	.10	.29			1.39
<b>Timber Subject to Agreement under C2.11#</b>							
Other Softwood	Sawtimber	Ton	.90	1.06			1.39
Cull Logs Combined	Cull Logs	Ton	.10	.29			.00

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

\* SAMPLE \*

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

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

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

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

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

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

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

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

Not Applicable

**A6 - High Stumps**, applicable to B6.412

Species	Product	Maximum Stump Height (Inches)
All	All	12

**A7 - Specified Roads, applicable to B5.2**

Name and Date of Governing Road Specifications:

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

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

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

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

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

Name and Date of Governing Instructions: National Forest Cubic Scaling Handbook, FSH 2409.11a, as amended. Cubic Taper 4 as authorized by Regional Forester, February 2001.

Scaling Specifications					
Species	Product	Maximum Scaling Length (feet)	Trim Allowance		
			Diameter Range (inches)	Length Range (feet)	Trim Allowance (inches)
<i>Combined Softwood</i>	<i>Sawtimber</i>	20	ALL	ALL	6
<i>Other Softwood</i>	<i>Gm Bio Cv</i>	20	4-9	ALL	0

**A10 - Scaling Services**, applicable to B6.81

Species	Product	Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit \$
All	All	Ton	HWY 49 at Gold Lakes HWY	Total (100%) Weight Scale	.60

**A11 - Minimum Scaling Volumes**, applicable to B6.81

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

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

**A12 - Fire Precautionary Period**, applicable to B7.2

May 01 to December 01, inclusive

**A13 - Purchaser Responsibility to Furnish Crews and Equipment for:**

**Initial Fire Suppression**, applicable to B7.3

Within 25 road miles

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

Within 100 road miles

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

Maximum Amount: \$ \$26,100.00

**A15 - Termination Date**, applicable to B8.2

October 31, 2015

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

First Period: June 15 to October 15, inclusive

Second Period: \_\_\_\_\_ to \_\_\_\_\_, inclusive

**A17 - Performance Bond Amount**, applicable to B9.1

\_\_\_\_\_

**A18 - Downpayment**, applicable to B4.211

Downpayment Amount: \_\_\_\_\_

**A19 - Periodic Payment Amount**, applicable to B4.213

Periodic Payment Determination Date      Amount

Initial Payment:      \_\_\_\_\_

Additional Payment:      \_\_\_\_\_

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

Index Name: Softwood Lumber      Index Number: 0811

**A21 - Inapplicable Standard Provisions**

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

B4.211	DOWNPAYMENT
B8.212	MARKET-RELATED CONTRACT TERM ADDITION

**A22 - List of Special Provisions**

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

C2.11#	TIMBER SUBJECT TO AGREEMENT (02/1971)
C2.21#	UTILIZATION, REMOVAL, AND AMOUNT PAYABLE FOR NON-SAWTIMBER (05/2008)
C2.35#	DESIGNATION OF TIMBER AND SUBDIVISION/PAYMENT UNIT BOUNDARIES (08/2007)
C2.351#	DESIGNATION BY SPACING (04/2004)
C4.211	DOWNPAYMENT (06/2007)
C4.212	TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)
C5.31#	ROAD MAINTENANCE REQUIREMENTS (07/2001)
C5.32#	ROAD MAINTENANCE DEPOSIT SCHEDULE (07/2001)
C5.35#	ROAD AND WATER SUPPLY USE (05/2008)
C6.24#	SITE SPECIFIC PROTECTION MEASURES (04/2004)
C6.315#	SALE OPERATIONS SCHEDULE (08/2006)
C6.331	LOG TRUCKING (08/2006)
C6.37	SUBSTITUTE METHODS (08/2006)
C6.41#	FELLING, BUCKING, AND LIMBING (08/2007)
C6.42#	GROUND BASED SKIDDING (08/2006)
C6.425	CABLE AND SKYLINE YARDING (08/2007)
C6.429	HELICOPTER YARDING (08/2007)
C6.5	STREAMCOURSE PROTECTION (08/2006)
C6.6#	EROSION PREVENTION AND CONTROL (05/2008)
C6.7#	SLASH TREATMENT (08/2006)
C6.815	THIRD PARTY SCALING SERVICES (04/2004)
C7.2#	SPECIFIED FIRE PRECAUTIONS (10/2010)
C7.22#	EMERGENCY PRECAUTIONS (10/2010)
C8.212	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)
C8.66# (Option 1)	USE OF TIMBER (04/2004)

Sale Name: Gold Helicopter MP Reoffer

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

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

Species	Product
Other Softwood	Sawtimber
Cull Logs Combined	Cull Logs

that shall be Included Timber upon written agreement.

C2.21# - UTILIZATION, REMOVAL, AND AMOUNT PAYABLE FOR NON-SAWTIMBER (05/2008)

Notwithstanding B2.2, Purchaser is required to pay for, cut, and remove the Non-Sawtimber Products of Included Timber listed in A2 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 B6.36.

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

See Table A

SPECIFICATIONS PURSUANT TO C2.21# - UTILIZATION, REMOVAL, AND AMOUNT PAYABLE FOR NON-SAWTIMBER

<u>Subdivision /Unit</u>	<u>Products to be Removed</u>																																										
<u>N/A</u>	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 C6.7#.																																										
<u>4, 10, 27, 30, 39</u>	2. All tops that are attached after skidding to whole trees and portions of trees meeting specifications for Sawtimber products.																																										
<b><u>Amount Payable for Non-Sawtimber Products.</u></b>																																											
<p>Notwithstanding B4.0, Purchaser shall make payment for Non-Sawtimber Products prior to the start of felling any Included Timber. The amount payable has been computed by applying Bid Rates and Required Deposits to the estimated quantities listed in A2 for Non-Sawtimber Products and Payment Schedule A, attached hereto. Estimated quantities are final and are not subject to adjustment.</p> <p align="center"><u>Payment Schedule</u></p> <table border="1"> <thead> <tr> <th>Subdivision</th> <th>Product Item</th> <th>Unit of Measure</th> <th>Estimated Quantity</th> <th>Payment at Bid Rates</th> <th>Payment of Deposits</th> <th>Total Payments</th> </tr> </thead> <tbody> <tr> <td>4</td> <td>Nonsaw</td> <td>Ton</td> <td>212</td> <td></td> <td>\$618.12</td> <td></td> </tr> <tr> <td>10</td> <td>Nonsaw</td> <td>Ton</td> <td>1293.2</td> <td></td> <td>\$3,957.19</td> <td></td> </tr> <tr> <td>27</td> <td>Nonsaw</td> <td>Ton</td> <td>2056.4</td> <td></td> <td>\$6,292.58</td> <td></td> </tr> <tr> <td>30</td> <td>Nonsaw</td> <td>Ton</td> <td>869.2</td> <td></td> <td>\$2,659.75</td> <td></td> </tr> <tr> <td>39</td> <td>Nonsaw</td> <td>Ton</td> <td>84.8</td> <td></td> <td>\$259.49</td> <td></td> </tr> </tbody> </table>		Subdivision	Product Item	Unit of Measure	Estimated Quantity	Payment at Bid Rates	Payment of Deposits	Total Payments	4	Nonsaw	Ton	212		\$618.12		10	Nonsaw	Ton	1293.2		\$3,957.19		27	Nonsaw	Ton	2056.4		\$6,292.58		30	Nonsaw	Ton	869.2		\$2,659.75		39	Nonsaw	Ton	84.8		\$259.49	
Subdivision	Product Item	Unit of Measure	Estimated Quantity	Payment at Bid Rates	Payment of Deposits	Total Payments																																					
4	Nonsaw	Ton	212		\$618.12																																						
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30	Nonsaw	Ton	869.2		\$2,659.75																																						
39	Nonsaw	Ton	84.8		\$259.49																																						

**AGREEMENT EXAMPLE:**

SPECIFICATIONS PURSUANT TO C2.21# - ALTERNATIVE REMOVAL AGREEMENT.  
(5/2008)

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		
<u>Rationale for the Agreement:</u>			
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.			
<u>Subdivisions:</u>			
2, 5, 12, and 14			
<u>Product and Volume (from cruise report) - Non-sawtimber from selected subdivisions:</u>			
Subdivisions	All Species - Non-Sawtimber (CCF)		
2	55		
5	12		
12	176		
14	589		
Total	832		
<u>Activity</u>	<u>\$/Unit</u>	<u>No. of Units</u>	<u>Total Value</u>
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

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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:	Name:
Title:	Title:
Date:	Date:

Sale Name: Gold Helicopter MP Reoffer

C2.35# - DESIGNATION OF TIMBER AND SUBDIVISION/PAYMENT UNIT BOUNDARIES (08/2007)

Trees are designated for cutting under B2.35# 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.

See Table A

\* SAMPLE \*

SPECIFICATIONS PURSUANT TO C2.35# - DESIGNATION OF TIMBER AND  
SUBDIVISION/PAYMENT UNIT BOUNDARIES

(8/2007)

Timber Designation Table

Unit/ Subdi- vision/ Area	Tree Paint Color	Designation or Specification
Sale Area	Blue	Roadside Hazard Tree. Notwithstanding B2.32 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.
All Units	Blue	Individual Tree Mark. Individual trees are designated for cutting only if Marked above and below stump height with the specified paint color.
N/A		Leave Tree Mark. All live trees 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		Salvage Area. In addition to Roadside Hazard Trees, other dead and dying timber standing or down that meets the size specification in A2, 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		Wildlife Trees. Notwithstanding the designation for cutting under B2.31, B2.33, B2.34, or B2.35, 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.
4, 10, 27, 30, 39		Designation by Spacing C2.351#
N/A		Designation by Species and Diameter, C2.352#
N/A		Designation by Damage Class, C2.353#
N/A		Designation by Row Spacing, C2.354#

Subdivision Boundary Designation Table

Subdi- vision	Boundary Paint Color	Boundary Designation
All Units	Orange	Boundaries are marked with 2 <b>ORANGE</b> vertical spots facing into the subdivision and/or a single spot facing along the subdivision line and <b>ORANGE</b> paint below stump height. Where existing roads are used as subdivision boundaries, these are not painted.

Sale Name: Gold Helicopter MP Reoffer

C2.351# - DESIGNATION BY SPACING (04/2004)

Within Subdivisions or cutting unit(s) 4, 10, 27, 30, and 35, as shown on Sale Area Map, all All Live Conifers 4.0 to 9.9 inches in DBH except for Hardwood 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 N/A feet. The tree is within N/A feet of a N/A tree that has a larger stump diameter than it; and the larger tree is not designated for cutting.

(b) The tree is within N/A feet of a N/A tree greater than or equal to N/A inches stump diameter; and this tree is not designated for cutting.

(c) The tree is Marked with Green 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 Hardwoods shall be left as leave trees, unless Marked with Green paint. No tree greater than or equal to 12.0 inches stump diameter shall be cut, unless Marked with Green 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 B6.422. Skid trails shall be no greater than 12 feet wide with a Average of 75 feet foot spacing.

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).

Sale Name: Gold Helicopter MP Reoffer

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.

C5.31# - 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.

C5.31# - CONTRACT ROAD MAINTENANCE REQUIREMENTS SUMMARY (7/2001)

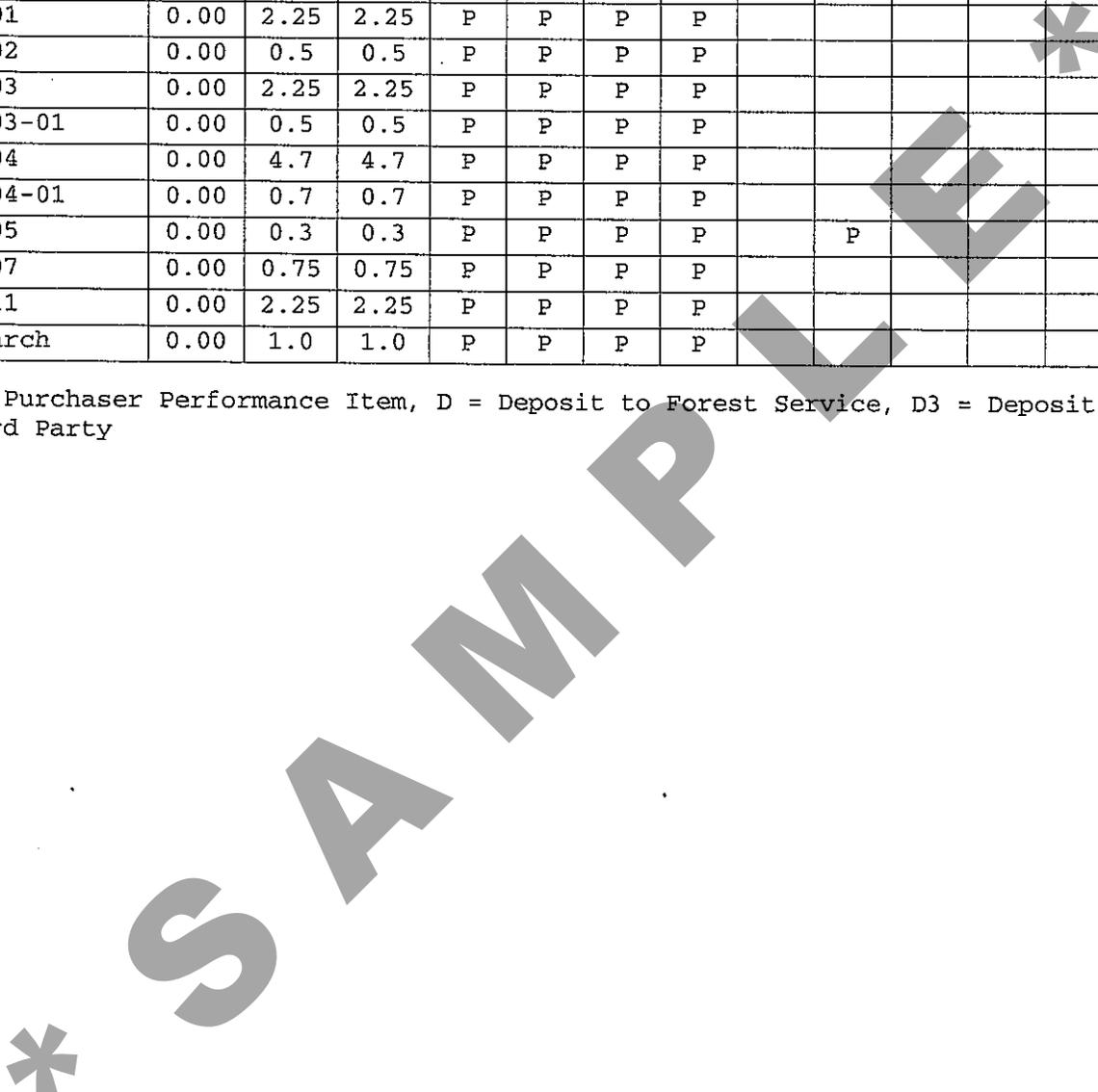
Road	Termini		Miles	Applicable Pre Haul Road Maintenance Specifications									
	From	To		T802	T803	T805	T806	T807	T809	T801			
93 Seg I	0.00	3.5	3.5	P		P		P					
93 Seg II	3.5	6.5	3.0	P	P	P	P	P	P				
93 Seg III	6.5	10.5	4.0	P	P	P	P	P	P				
93 Seg IV	0.00	0.75	0.75	P	P	P	P	P	P			*	
93-01	0.00	2.25	2.25	P	P	P	P	P	P				
93-02	0.00	0.5	0.5	P	P	P	P	P	P				
93-03	0.00	2.25	2.25	P	P	P	P	P	P				
93-03-01	0.00	0.5	0.5	P	P	P	P	P	P				
93-04	0.00	4.7	4.7	P	P	P	P	P	P				
93-04-01	0.00	0.7	0.7	P	P	P	P	P	P				
93-05	0.00	0.3	0.3	P	P	P	P	P	P	P			
93-07	0.00	0.75	0.75	P	P	P	P	P	P				
93-11	0.00	2.25	2.25	P	P	P	P	P	P				
Monarch	0.00	1.0	1.0	P	P	P	P	P					

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications										
	From	To		T802	T803	T804	T805	T806	T807					
93 Seg I	0.00	3.5	3.5	P		P	P		P					
93 Seg II	3.5	6.5	3.0	P	P	P	P	P	P					
93 Seg III	6.5	10.5	4.0	P	P	P	P	P	P					
93 Seg IV	0.00	0.75	0.75	P	P	P	P	P	P					
93-01	0.00	2.25	2.25	P	P	P	P	P	P					
93-02	0.00	0.5	0.5	P	P	P	P	P	P					
93-03	0.00	2.25	2.25	P	P	P	P	P	P					
93-03-01	0.00	0.5	0.5	P	P	P	P	P	P					
93-04	0.00	4.7	4.7	P	P	P	P	P	P					
93-04-01	0.00	0.7	0.7	P	P	P	P	P	P					
93-05	0.00	0.3	0.3	P	P	P	P	P	P					
93-07	0.00	0.75	0.75	P	P	P	P	P	P					
93-11	0.00	2.25	2.25	P	P	P	P	P	P					
Monarch	0.00	1.0	1.0	P	P	P	P	P	P					



Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications									
	From	To		T802	T803	T804	T805	T809	T810				
93 Seg I	0.00	3.5	3.5	P		P	P						
93 Seg II	3.5	6.5	3.0	P	P	P	P	P					
93 Seg III	6.5	10.5	4.0	P	P	P	P						
93 Seg IV	0.00	0.75	0.75	P	P	P	P						
93-01	0.00	2.25	2.25	P	P	P	P						
93-02	0.00	0.5	0.5	P	P	P	P						
93-03	0.00	2.25	2.25	P	P	P	P						
93-03-01	0.00	0.5	0.5	P	P	P	P						
93-04	0.00	4.7	4.7	P	P	P	P						
93-04-01	0.00	0.7	0.7	P	P	P	P						
93-05	0.00	0.3	0.3	P	P	P	P		P				
93-07	0.00	0.75	0.75	P	P	P	P						
93-11	0.00	2.25	2.25	P	P	P	P						
Monarch	0.00	1.0	1.0	P	P	P	P						

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



C5.32# - ROAD MAINTENANCE DEPOSIT SCHEDULE (07/2001)

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

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

The Required Deposits for Forest Service work in lieu of Purchaser performance and for deferred maintenance is: \$.65 per Ton.

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

Deposit Made To	Rate	Unit of Measure
N/A		

C5.35# - ROAD AND WATER SUPPLY USE (05/2008)

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.

See Table A

SPECIFICATIONS PURSUANT TO C5.35# - REQUIREMENTS  
OF ROAD AND WATER SUPPLY USE (5/2008)

<p>Load Limitations</p>	<p>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 B6.311. Within 15 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.</p> <p>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.</p>										
<p>Existing Non-National Forest System Roads</p>	<p>Roads not shown on Sale Area Map may be used as Temporary Roads if there is agreement before use is started.</p>										
<p>Snow Removal</p>	<p>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.</p> <p>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.</p> <p>Snow must not be removed to the road surface. A minimum 6 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.</p> <p>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.</p>										
<p>Surface Replacement Deposits</p>	<p>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.</p> <p align="center"><b>SURFACE REPLACEMENT DEPOSIT SCHEDULE</b></p> <table border="1" data-bbox="418 1591 1435 1663"> <thead> <tr> <th>Road No.</th> <th>From</th> <th>To</th> <th>Miles</th> <th>Rate-GT</th> </tr> </thead> <tbody> <tr> <td colspan="4">See Road Maintenance Plan</td> <td align="center">\$1.02</td> </tr> </tbody> </table> <p><b>Sale Area Average Rate: \$1.02/Green Ton    Job Code; FSSR01</b></p>	Road No.	From	To	Miles	Rate-GT	See Road Maintenance Plan				\$1.02
Road No.	From	To	Miles	Rate-GT							
See Road Maintenance Plan				\$1.02							

Sale Name: Gold Helicopter MP Reoffer

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: No operations permitted within zone flagged with Black/Blue candy stripped flagging. Trees to be felled away from flagged zone. No equipment will be allowed within the boundaries. Slash will not be deposited within the Controlled Area.

Directional fall timber away from linear fetures. Use existing breaches during skidding operations, if there are none, cross at right angles and far enough apart so the linear feature can be traced after skidding operations. do not cross at points of origin, terminals, junctions, and rock wall features.

Locations of Cultural Resources and additional information will be available to the successful bidder after award of the contract.

Wildlife and Botanical Protection Measures: As shown on the Sale Area Map, no operations permitted within zone flagged with Orange/White candy striped flagging with "Special Treatment Zone" in Black letters. Trees to be felled away from flagged zone. No equipment will be allowed within the boundaries. Slash will not be deposited within the Controlled Area.

For the protection of aquatic species; at any water drafting site, the use of a FGM 5161 or other similar foot valve with openings less than 2mm will be required. Additionally the foot valve shall be placed in the depest section of water source on plastic/canvas bucket, after the site has been inspected for frogs or their eggs.

Cave Resource Protection Measures: N/A

C6.315# - SALE OPERATIONS SCHEDULE (08/2006)

Unless otherwise agreed in writing, Purchaser's Operations shall be performed in accordance with the following schedule:

See Table A

\*

SCHEDULE PURSUANT TO C6.315# - SALE OPERATIONS SCHEDULE (8/2006)

Subdivision/ Area/Unit	Conditions of Operation	Purpose
33	No Operating activity from March 1 through August 15.	To protect the California Spotted Owl
21,30,31,37,38	No Operating activity from February 15 through September 15.	To protect the Northern Goshawk
4,6,10,14,17, 19,21,27,30, 31,32,34,35, 36,37,38,39,45	Skidding operations will only be permitted when soil moisture conditions are such that compaction, gullyng, and/or rutting will be minimal. Equipment may operate on designated skid trails when soils are dry to a minimum of 4 inches. Low-ground pressure equipment may operate off of designated skid trails when soils are dry to a depth of 4 inches. High-ground pressure equipment may operate off of designated skid trails when soils are dry to a depth of 8 inches. Off of designated skid trails, limit all equipment passes over the same piece of ground to reduce the potential for adverse soil compaction. Outside Normal Operating Season (NOS) or during wet periods within the NOS, utilize the TNF Wet Weather Operations Guidelines.	To protect soil from compaction, gullyng, and/or rutting.

Sale Name: Gold Helicopter MP Reoffer

C6.331 - LOG TRUCKING (08/2006)

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.

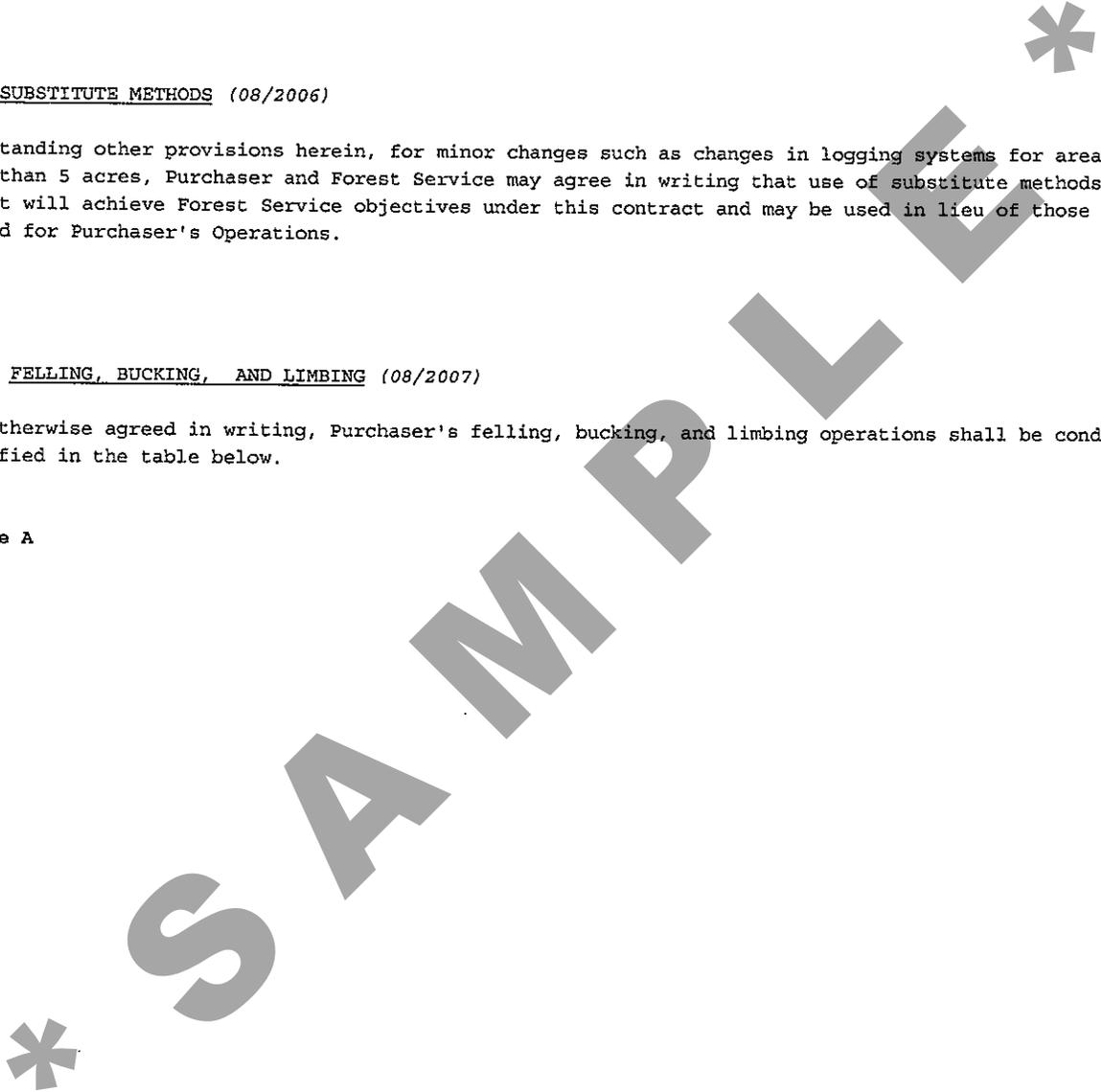
C6.37 - SUBSTITUTE METHODS (08/2006)

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.

C6.41# - FELLING, BUCKING, AND LIMBING (08/2007)

Unless otherwise agreed in writing, Purchaser's felling, bucking, and limbing operations shall be conducted as specified in the table below.

See Table A



SPECIFICATIONS AND TREATMENTS PURSUANT TO C6.41# - FELLING, BUCKING AND LIMBING  
(8/2007)

Treatment Method and Applicable Map Symbol	Felling, Bucking and Limbing Specifications
Limbing	Outside of construction clearings, Clearcutting Units and regeneration units, unless otherwise provided by B6.414, Purchaser shall, prior to skidding/yarding operations, cut exposed limbs from products which are to be skidded/yarded. Such limbing of stems shall be done to a top diameter of approximately 3 inches, at which point the top shall be cut from the remainder of the stem.
No Lop "No Lop"	Within units or subdivisions designated NO LOP on Sale Area Map, trees shall be skidded/yarded to agreed landing locations prior to lopping.
Whole Tree Yarding "Whole"	Notwithstanding the requirements above, within units or subdivisions designated "Whole" on Sale Area Map, trees smaller than <b>N/A</b> inches DBH shall be skidded/yarded to agreed landing locations prior to limbing, bucking, and lopping. Trees larger than or equal to <b>N/A</b> inches DBH shall be bucked into two or more pieces with the butt portion being no longer than <b>N/A</b> feet prior to skidding/yarding. The butt log shall not 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 stream courses, structures, survey monuments, and private property, and controlled 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"	<p>Within areas shown on Sale Area Map, Purchaser shall treat stumps of all live conifer 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.</p> <p>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 borax to insure complete coverage. Treatment should be done as soon as possible but shall be completed no later than 4 hours after felling, otherwise stumps shall be re-cut and treated.</p> <p>Purchaser shall not apply borate compound during heavy rain fall or when such precipitation rate is predicted within 24 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 300 feet of live streamcourses and meadows/wetlands shown on Sale Area Map and/or 10 feet of sensitive plant location boundaries as flagged on the ground.</p>

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 occurring in water or over 1/2 pound shall be reported to Forest Service within 3 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.

Maximum Log Length N/A

Minimum Stump Height

Unit/Subdivision	Minimum Stump Height (inches)	Purpose or Reason
ALL	3 inches	Facilitate timber accountability

\*

SAMPLE

Sale Name: Gold Helicopter MP Reoffer

C6.42# - GROUND BASED SKIDDING (08/2006)

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:

See Table A

\* SAMPLE \*

GROUND-BASED SKIDDING TABLE - C6.42#  
(8/2006)

Map Symbol	Requirements
TRAC	<p>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.</p> <p>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</p>
SUSP	Products shall be skidded with leading end clear of ground.
SPACE	Skid roads will average 75 feet from center to center, except where converging.
ENDL	N/A
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	<p>Purchaser shall cut Included Timber and move it to designated skid trails using equipment with a boom having an operating radius of at least <b>20</b> feet for bunching trees, capable of severing, lowering and placing trees up to <b>24</b> inches diameter at stump height on the ground prior to skidding. Such equipment must be capable of operating on slopes up to <b>30%</b>.</p> <p>Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources from unnecessary damage.</p> <p>Trees which exceed capability of specified equipment may be felled, bucked and skidded in a manner consistent with the requirements of B6.41 - Felling and Bucking, C6.41# - Felling, Bucking, and Limbing Requirements and the above "TRAC", "SUSP", "SPACE", "ENDL", and "MAX" requirements.</p>
CTL	N/A
PB	N/A
HCTL	N/A

Sale Name: Gold Helicopter MP Reoffer

C6.425 - CABLE AND SKYLINE YARDING (08/2007)

Unless otherwise agreed in writing, requirements for cable and skyline yarding equipment are shown on Sale Area Map, by areas, with the following symbols:

CS - Cable yarding specified.

CR - Be capable of yarding from roadway with additional landing excavation to accommodate the yarder held to a minimum consistent with safe yarding operations.

CW - Meet all of above requirements using a swing-boom type yarder.

SY - All yarding except lateral yarding, shall be accomplished by a skyline system, which supports products clear of the ground across Buffer Strips and in other areas yard with one product end suspended.

SL - Meet all of above requirements, have lateral yarding capability to hold skyline carriage stationary until products are yarded to skyline corridor.

SR - Meet all of above requirements and be capable of yarding from roadway with additional landing excavation to accommodate the yarder held to a minimum consistent with safe yarding operations.

SW - Meet all of above requirements using a swing-boom type yarder.

For SL, SR, and SW areas, locations of all skyline corridors shall be by agreement and designated on the ground. Such agreement shall be prior to felling unless ground and timber conditions otherwise justify. Width of said skyline corridors shall be kept to a practicable minimum consistent with the related silvicultural prescription.

For all yarding methods, if rigging must be slung on undesignated live trees, these trees shall be protected from damage by special steel plates, nylon tail-hold slings or similar effective protective devices.

Swing Yarding. In areas designated with the following labels on the Sale Area Map, the following requirements are included, unless otherwise agreed in writing:

"Tractor Swing" - all Included Timber shall be tractor skidded from yarder landing to loading areas shown on Sale Area Map or other agreed locations.

"Skyline Swing" - all Included Timber shall be skyline yarded from tractor skidded area to a skyline yarding landing. Location of tractor and skyline landings shall be agreed upon prior to skidding and yarding operations.

Sale Name: Gold Helicopter MP Reoffer

C6.429 - HELICOPTER YARDING (08/2007)

Within subdivisions so designated on Sale Area Map, yarding shall be by a helicopter capable of lifting and transporting products to landings without unnecessary damage to residual trees.

Unless otherwise agreed in writing, the following conditions apply to this sale.

Purchaser is not required to cut trees if there is insufficient volume to make a turn of at least 100 cubic feet net scale (500 board feet net scale) within a 100 foot radius from the largest tree.

If trees that would have been exempt from cutting as described above are cut, pieces meeting minimum specifications in A2 shall be removed, scaled and paid for.

Areas where flight pattern is restricted are shown on the Sale Area Map. Logs and other external loads shall not be flown over these areas.

C6.5 - STREAMCOURSE PROTECTION (08/2006)

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 C6.6 - 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.

C6.6# - EROSION PREVENTION AND CONTROL (05/2008)

Erosion prevention and control work, including Streamcourse protection, required by C6.5 and B6.6 shall be completed within 15 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.

See Table A

\*

SPECIFICATIONS PURSUANT TO C6.6# - EROSION PREVENTION AND CONTROL.  
(5/2008)

**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 B6.64, 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	24	9
Main Skid Roads and Tractor Roads designated by Forest Service	24	2
Temporary Roads	24	5

C6.7# - SLASH TREATMENT (08/2006)

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.

See Table A.



SPECIFICATIONS PURSUANT TO C6.7# - SLASH TREATMENT (8/2006)

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 < > inches and larger than 4 inches in large end d.o.b. shall be bucked into lengths not to exceed <*> 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.
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 10 inches or larger in large end d.o.b. and 10 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 smaller than 10 inches in large end d.o.b. and 10 feet long shall be hand Piled for disposal by Forest Service.
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.
Stack	"Stacking" Small material	Logging Slash 10 inches or smaller in large end d.o.b. and 8 feet or more in length shall be stacked for disposal by Forest Service by piling pieces parallel to each other.

View "Visible Designated on Sale Area Map with boundaries posted on the ground are  
Slash <> with distance limitations for visible slash treatment. Within  
Treatment" 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 All unutilized material developed by Purchaser's Operations shall be  
Unutilized treated by the d.o.b. and length specifications as shown in the unit  
Material- specification table. All unutilized material shall be Yarded to  
Decking" 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)

YUME "Yarding All unutilized material developed by Purchaser's Operations shall be  
Unutilized treated by the d.o.b. and length specifications as shown in the unit  
Material- specification table. All unutilized material shall be yarded to  
Exterior locations a minimum of 50 feet slope distance within the exterior  
Boundary" boundaries of such units and positioned so the yarded material will  
not roll.

Unit	Large End d.o.b. (in)	Length (feet)

YUML "Yarding All unutilized material developed by Purchaser's Operations shall be  
Unutilized treated by the d.o.b. and length specifications as shown in the unit  
Material- specification table. All unutilized shall be yarded to locations  
Landing" 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)

YUMR "Yarding All unutilized material developed by Purchaser's Operations shall be  
Unutilized treated by the d.o.b. and length specifications as shown in the unit  
Material- specification table. All unutilized shall be removed to locations  
Removal" 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)

Cover "Covering All piles shall be covered with a durable waterproof covering as  
Piles" 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 Trees" Unless treated under other provisions, all trees smaller than the minimum d.b.h. in A2, 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.

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 <> chains of fireline by hand and not more than <> 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 <> feet, except across the top of cutting units where the width shall be at least <> feet. At least <> 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 <> feet, with at least <> 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 <> and shown on Sale Area Map, Logging Slash shall be scattered within <> 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.

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 72 inches. Machine Piling is not required on areas where use of tractors would cause undue damage to residual timber or where slopes exceed 30 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 20 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

Subdivision or Unit No	SLASH TREATMENT	
	Specified Method	Prohibited Method
ALL	Scat-18"	All Other
35, 39	Pile-100' from Pacific Crest Trail, COVER	All Other
5, 8, 11, 16, 24, 42	Cover, Fell, Pile-25' both sides of all skyline corridors to maximum of 50 feet below each yarder landing. Cover, Fell, Pile-100% all skyline landings	All Other

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.

	Subdivision or Unit No.	SLASH TREATMENT	
		Specified Method	Maximum Height of Decks
Landings	ALL Ground Based Units	Cover, Deck, Mach, Till	10
Disposal Sites	N/A		

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.

Road No.	Road Juncitons (From To)	Width of Required Disposal Strip	SLASH TREATMENT	
			Specified Method	Slash Larger Than Treatment Size Requirements of Specified Method

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 <6> feet. Such slash shall be Scattered free of soil to reduce concentrations unless treatment is required by another specified method.

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	Additional Slash Treatment Requirements
4,6,10,14,17,19,21,27,30,31,32,34,35,36,37,38,39,45	<p>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.</p> <p>Slash and Substandard Material accumulated at the landings shall be Decked or Machined Piled, in accordance with specifications above.</p> <p>Material accumulated at landings shall be considered as Timber Subject to Agreement under C2.11#, described as Substandard Material and may be removed and paid for at Purchaser's option.</p>

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.

Sale Name: Gold Helicopter MP Reoffer

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.

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Sale Name: Gold Helicopter MP Reoffer

C7.2# - 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 B7.1 Plans, C7.2 and C7.22#. 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 C7.2# and C7.22#:

**Active Landing:** A location the Purchaser is skidding logs into, or performing other operations such as delimiting, 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 C7.2# 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 delimiters, 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.

Specific equipment requirements and fire precautionary measures are shown in the following table and in C7.22#:

See the following table.

**\* SAMPLE \***

C7.2# - 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 B7.1 Plans, C7.2 and C7.22#. Certification shall be provided prior to starting operations during Fire Precautionary Period and shall be updated as needed.

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**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.

Specific equipment requirements and fire precautionary measures are shown in the following table and in C7.22#:

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/skidlers, 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 (C7.2 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 delimeter, etc), with at least two 4-A:60-B:C fire extinguishers or equivalent. (C7.2 Item M)

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 Arrester Guide in C above and according to applicable parts of CPRC Section 4442 or 4443. An Underwriters Laboratories (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.



**SAM**

E. Fire  
Supervisor & Fire  
Patrolperson

Purchaser shall designate in the fire plan required by B7.1 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 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 C7.22# - 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.

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 (C(T)7.22#). 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 C7.22# 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:

T e m p	Sea Level		1000 Feet		2000 Feet		3000 Feet		4000 Feet		5000 Feet		6000 Feet		7000 Feet		8000 Feet		9000 Feet		10000 Feet	
	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G
55	179	23	174	23	169	23	165	22	161	22	157	22	153	22	150	21	146	21	142	21	139	21
70	175	23	171	23	166	22	162	22	158	22	154	22	150	21	147	21	143	21	139	21	136	20
85	171	23	168	23	163	22	159	22	155	22	151	21	147	21	144	21	140	21	136	20	133	20
100	168	23	164	23	159	22	155	22	152	22	148	21	144	21	141	21	137	20	133	20	131	20
	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G
	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P
	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M

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 propellant.
4. The unit shall be capable of being completely recharged within 10 minutes.
5. When used on yarder landings, the unit shall be outfitted 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 C7.2# 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 Purchaser's 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 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
  5. 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.
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\*  
SAMPLE

Sale Name: Gold Helicopter MP Reoffer

CT7.22# - EMERGENCY PRECAUTIONS (10/2010)

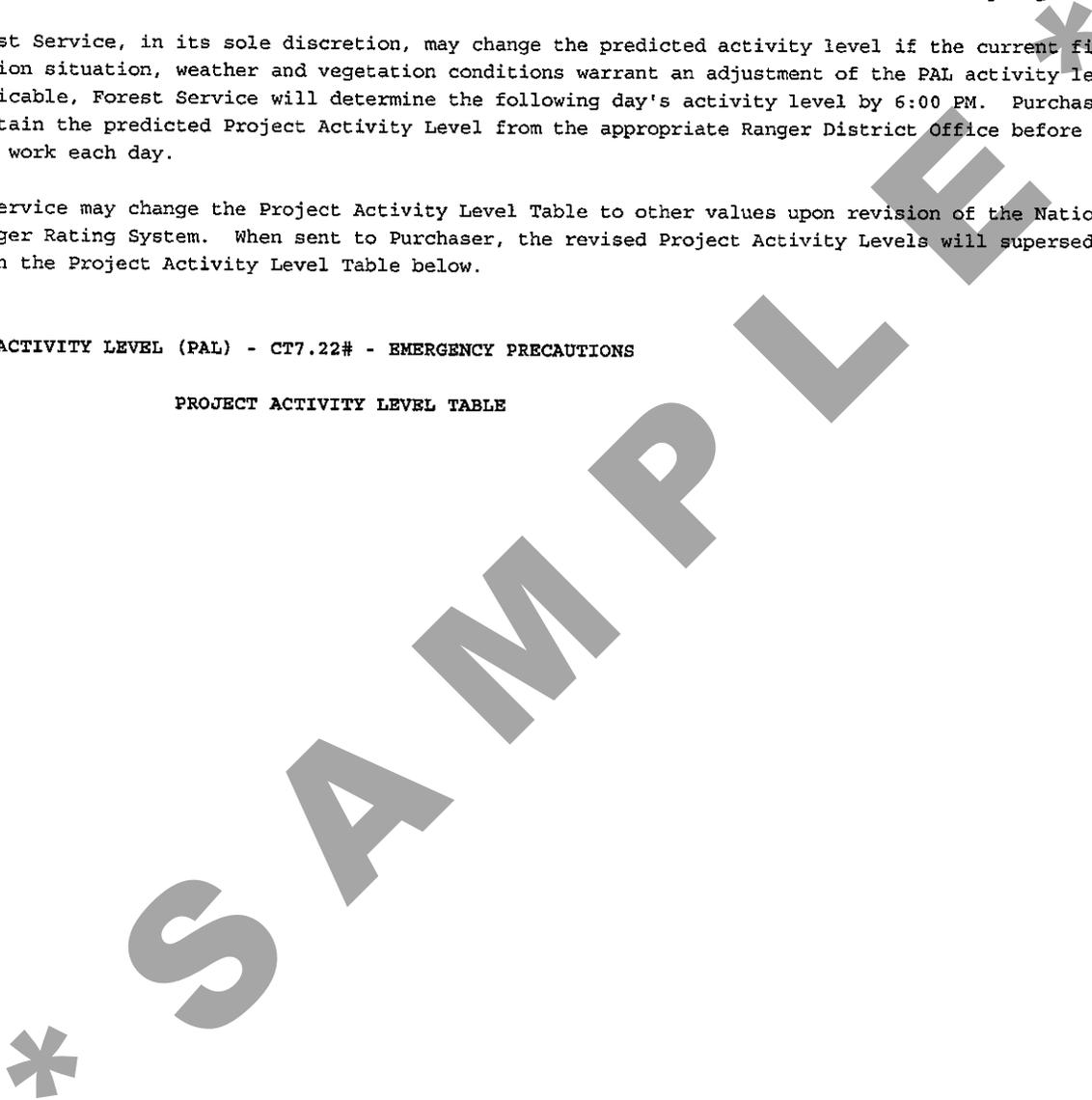
Purchaser's Operations shall conform to the limitations or requirements in the Project Activity Level (PAL) table below. Unless otherwise agreed in writing, Project Activity Levels applicable to this project shall be for the Fire Danger Rating Area(s), or fire weather station(s) stated in the Sale Area 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.

PROJECT ACTIVITY LEVEL (PAL) - CT7.22# - EMERGENCY PRECAUTIONS

PROJECT ACTIVITY LEVEL TABLE



PROJECT ACTIVITY LEVEL (PAL) - C7.22# - EMERGENCY PRECAUTIONS**PROJECT ACTIVITY LEVEL TABLE**

<b>Level</b>	<b>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</b>
<b>A</b>	Minimum required by C7.2#.
<b>B</b>	<ol style="list-style-type: none"> <li>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. (C7.2#)</li> <li>2. Tank truck, trailer, or comparable CAFS, shall be on or within 10 roundtrip minutes road travel to each Active Landing. (C7.2#)</li> <li>3. Mechanized harvesters with High Speed Rotary Saws (Hot Saws) and Masticators: <ol style="list-style-type: none"> <li>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 (C7.2#).</li> <li>B. Equipment operating within one quarter mile of the Active Landing. <ol style="list-style-type: none"> <li>1) All Terrain Tank Truck, trailer or comparable CAFS shall be on or within ten (10) roundtrip minutes to each Active Landing.</li> <li>2) Serviceable Communications shall exist between the equipment operators, landing personnel, and designated Fire Supervisor.</li> </ol> </li> <li>C. Equipment operating beyond one quarter mile of the Active Landing. <ol style="list-style-type: none"> <li>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 (C7.2#, Item M) or equivalent within the Immediate Vicinity of the equipment is required.</li> </ol> </li> <li>D. Equipment operating independently without an Active Landing. <ol style="list-style-type: none"> <li>1) All Terrain Tank Truck or Equivalent shall be within the Immediate Vicinity of the equipment.</li> <li>2) Serviceable Communications shall exist between the equipment operators, Purchaser's main office and designated Fire Supervisor (C7.2#, Item O).</li> </ol> </li> </ol> </li> </ol>
<b>C</b>	<p>The following operations are prohibited from 1:00 PM until 8:00 PM except as noted:</p> <ol style="list-style-type: none"> <li>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.</li> <li>b. Blasting</li> <li>c. Dead tree felling, except recently dead.</li> </ol>

<p><b>D</b></p>	<p>The following restrictions apply:</p> <ol style="list-style-type: none"> <li>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:             <ol style="list-style-type: none"> <li>a) Track-laying equipment in skidding, erosion control, felling, and piling operations.</li> <li>b) Chipping outside of approved landings and roadbeds.</li> <li>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.</li> <li>d) Mechanical limbing and log manufacturing outside of approved landings and roadbeds.</li> <li>e) Ripping roads and landings, sub soiling and water barring.</li> <li>f) Chainsaw operations outside of approved landings and roadbeds.</li> </ol> </li> <li>2. Mechanized harvesters with High Speed Rotary Saws (Hot Saws) and Masticators may operate; provided that:             <ol style="list-style-type: none"> <li>a) An All Terrain Tank Truck or Equivalent shall be within the Immediate Vicinity of the equipment.</li> <li>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.</li> </ol> </li> <li>3. No blasting after 10:00 AM.</li> <li>4. Welding or cutting of metal only by special permit.</li> <li>5. No burning.</li> </ol>
<p><b>Ev</b></p>	<ol style="list-style-type: none"> <li>1. The following operations are prohibited:             <ol style="list-style-type: none"> <li>a) Blasting.</li> <li>b) Welding or cutting metal.</li> <li>c) Burning.</li> <li>d) Smoking outside a vehicle.</li> </ol> </li> <li>2. The following activities may operate all day:             <ol style="list-style-type: none"> <li>a) Loading and hauling logs decked at approved landings.</li> <li>b) Loading and hauling chips stockpiled at approved landings.</li> <li>c) Servicing equipment at approved sites.</li> <li>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).</li> <li>e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings.</li> </ol> </li> <li>3. Mechanized harvesters with High Speed Rotary Saws (Hot Saws) or Masticators may operate until 1:00 PM; provided that:             <ol style="list-style-type: none"> <li>a) An All Terrain Tank Truck or Equivalent shall be within the Immediate Vicinity of the equipment</li> </ol> </li> </ol>

	<p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>• Rubber tire skidding</li> <li>• Chipping on Landings</li> <li>• Helicopter Yarding.</li> </ul> <p>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).</p>
<p><b>E</b></p>	<p>The following activities may operate all day. All other activities are prohibited.</p> <ol style="list-style-type: none"> <li>1. Loading and hauling logs decked at approved landings.</li> <li>2. Loading and hauling chips stockpiled at approved landings.</li> <li>3. Servicing Equipment at approved sites.</li> <li>4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development).</li> <li>5. Chainsaw operation associated with loading at approved landings.</li> </ol>



SPECIFICATIONS PURSUANT TO C7.22# - 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: \_\_\_\_\_

<b>Location of operation:</b>	
Slope	
Aspect	
Elevation	
Fuels on site	
Fuels in surrounding area	
10 day Forecast	
Short range predictions (Red Flags)	
<b>Fuel Moistures</b>	
Response time of suppression resources	
Potential for ignition	
RAWS location	
<b>Current Fire Situation:</b>	
Draw down information	
National Readiness Level	
<b>Contractual considerations:</b>	
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)	
<b>Social &amp; Community Considerations:</b>	
Proximity of high value resources	
Sensitivity of location	

Remarks:

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

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.

\*  
S A M P L E

Sale Name: Gold Helicopter MP Reoffer

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

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

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

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

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

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

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

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

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

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

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

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

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

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

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