

**A22 – List of Special Provisions****8 Mile Re-Offer Timber Sale**

C2.2#	Utilization and Removal of Included Products (4/03)
C2.211#	Optional Removal of Non-Sawtimber Products (1/07)
C2.303#	Dead Trees (10/04)
C2.358#	Individual Trees (Leave Tree Marking) (1/09)
C2.38#	Species Designation (1/09)
C4.211	Downpayment (6/07)
C4.212	Temporary Reduction of Downpayment (8/09)
C4.225	Advanced Payment for Non-Sawtimber (5/12)
C4.228#	Slash Disposal Deposit Schedule (2/09)
C5.12#	Use of Roads By Purchaser (6/99)
C5.13#	Road Completion Date (4/04)
C5.221#	Material Sources (4/04)
C5.31#	Road Maintenance Requirements (7/01)
C5.314#	Dust Abatement Treatment (2/02)
C5.316#	Snow Removal (2/02)
C5.32#	Road Maintenance Deposit Schedule (7/01)
C5.41#	Closure to Use by Others (3/07)
C6.10	Pework Conference (10/04)
C6.23	Protection of Land Survey Monuments (10/04)
C6.33	Safety Attachment - Logging and Maintenance Operations Signing Standards (10/01)
C6.332	Safety (Timber Hauling) (10/04)
C6.339	Accident and Injury Notification (4/05)
C6.351#	Washing Equipment (7/07)
C6.4#	Conduct of Logging (10/82)
C6.6	Erosion Prevention and Control (10/04)
C6.601#	Erosion Control Seeding (3/07)
C6.632#	Temporary Road and Tractor Road Obliteration (2/02)
C6.633#	Temporary Road, Skid Trail/Skid Road and Landing Scarification (2/02)
C6.661	Current Operating Areas (10/04)
C6.7	Hazard Reduction and Site Preparation (3/89)
C6.71	Change in Slash Treatment (3/90)
C6.711	Burning by Purchaser (10/79)
C6.801	Scaling (Pulp Logs) (10/04)
C6.822#	Presentation for Weight Scaling (3/07)
C6.823	Volume Determination (10/04)
C6.848	Weight Accountability for Split Pricing (3/12)
C6.849	Route of Haul (10/04)
C7.2	Normal Precautions (2/02)
C8.212	Market-Related Contract Term Addition (11/08)
C8.4	Performance by Other Than Purchaser (4/04)
C8.66#	Use of Timber (4/04)
C8.73	Requirement for Small Business Processing (4/04)

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

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

Non-sawtimber is the boles of trees meeting Non-sawtimber Product specifications as listed in A2 of the contract, but that do not meet the minimum piece specifications for Sawtimber Products. Non-sawtimber removal is only required in Cutting Units 43 and 451. Only the volume of non-sawtimber in the cutting units listed above is included in the estimated volume shown in A2. If the purchaser and the Forest Service agree to remove non-sawtimber from cutting units other than those listed above this non-sawtimber must be measured and paid for at the rates shown in A4.

**C2.211# - OPTIONAL REMOVAL OF NON-SAWTIMBER PRODUCTS (01/07)** Purchaser shall fall all trees designated for cutting. Notwithstanding the requirements of B2.2, within cutting units 3, 5A, 5B, 5C and 44, all Non-sawtimber Products meeting utilization standards in A2 shall either be decked at the landing or removed, at the option of the Purchaser. Unless otherwise agreed, if Purchaser elects the decking option, the Non-sawtimber Products shall be limbed and decked in such a manner as to facilitate loading at a later date. Payment for this product shall be made as per C4.225. If Purchaser elects to remove this product, then payment shall be made after the product is presented for scaling.

If the Purchaser requests, and the Forest Service agrees, Non-sawtimber Products may be left in the harvest area in lieu of decking at the landing.

**C2.303# - DEAD TREES. (10/04)** Notwithstanding the designations for cutting in other provisions of this contract, dead Western Larch and Ponderosa Pine standing trees over 15 feet in height and 10 inch diameter at breast height and dead N/A standing trees meeting Utilization Standards stated in A2 will be left standing in **ALL** Cutting Unit(s).

Upon agreement by the Forest Service, dead trees may be felled when necessary for safety under the State Safety Code. Unless otherwise agreed in writing, all dead trees which are required to be left standing and are felled for safety reasons shall be left on site.

**C2.358# - INDIVIDUAL TREES (LEAVE TREE MARKING). (1/09)** In Cutting Units 43, 44 and 451, all trees (live & dead) meeting minimum merchantable tree specifications of A2 are designated for cutting except trees reserved from cutting. Trees reserved from cutting have been marked with a horizontal stripe of BLUE paint at or above eye level, and a stump mark consisting of a horizontal stripe of BLUE paint on the downhill side of the tree at ground level. Any tree marked with a BLACK "X" over another color nullifies the pre-existing mark.

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

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

Unit	Designated Species	Maximum Stump Diameter – (Inches)
3, 5A, 5B, 5C	All species except Western Larch	N/A
3, 5A, 5B, 5C	Western Larch (non saw timber)	11.0

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

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

Trees of the species listed above that are designated to be left standing are marked with a horizontal stripe of N/A paint at or above eye level, and a stump mark consisting of a horizontal stripe of N/A paint on the downhill side of the tree at ground level. Any tree marked with a BLACK "X" over another paint color nullifies the pre-existing marking. All hardwood trees are not to be cut.

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

Any tree marked with a BLACK "X" over another color nullifies the pre-existing mark.

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

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

**C4.211 – DOWNPAYMENT. (6/07)** The downpayment amount shown in A18 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to B9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale has been changed 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 increases downpayment requirements (36CFR 223.49(e)), the downpayment shall be revised and applies in accordance with 36 CFR 223.49(f)

**C4.212 - TEMPORARY REDUCTION OF DOWNPAYMENT. (8/09)** Notwithstanding B4.211 or C4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Purchaser's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

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

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

**C4.225 - ADVANCED PAYMENT FOR NON-SAWTIMBER (5/12).** Unless agreed otherwise, prior to beginning of harvest operations in a cutting unit, Purchaser must notify the Forest Service of the decision to either remove or deck Non-sawtimber Products shown in A2, if Special Provision C2.211# - Optional Removal of Non-sawtimber Products is included in the contract.

Unless otherwise specified in C4.228#, if Purchaser selects the option to deck these products in lieu of removal, then advance cash deposit for stumpage, plus the required slash disposal deposits for the volume of Non-sawtimber Products shown in the timber sale cruise report shall be billed for as a lump sum at the time that Purchaser notifies the Forest Service of the decision to deck Non-sawtimber Products. All such material shown shall be reported as cut, and charged for, on the timber sale statement of account during the month in which the billing is paid.

**C4.228# - SLASH DISPOSAL DEPOSIT SCHEDULE (2/09)**

Purchaser shall make a cash deposit for slash disposal activities to be performed by the Forest Service.

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

Cutting Unit Number	Required Deposits
3	\$1,390.85
43	\$7,279.42
44	\$3,281.99
451	\$4,852.95
5A	\$925.56
5B	\$2,891.76
5C	\$4,057.47

**C5.12# – USE OF ROADS BY PURCHASER. (6/99)** Purchaser’s use of existing roads identified on Sale Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

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

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

Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
255	Steep Creek	Jct. 4874 – Unit 3 (west boundary)		R	R: All vehicles shall comply with statutory load limits unless a permit from the Forest Service and any necessary State permits are obtained prior to overload vehicle use.  P: Prohibited use.  U: Unsuitable for hauling prior to completion of agreed reconstruction.
255	Steep Creek	Unit 3 (west boundary) - end of seg.		U	
255M	Steep Crk. M	Entire seg.		U	
14027	Old Unit	Entire seg.		U	
255V	Steep Crk. V	Entire seg.		P	
4874	Lawrence Mtn.	Entire seg.		U	

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

Road Number	Road Name	Termini		Completion Date
		From	To	
255	Steep Creek	Jct. 4874	Unit 3 (west boundary)	September 30, 2012

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

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

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

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

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

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

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

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

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

**C5.221# – MATERIAL SOURCES. (4/04)** Sources of local materials are designated on Plans and Sale Area Map. Forest Service assumes responsibility for the quality and quantity of material in designated sources. Purchaser shall determine the equipment and work required to produce the specified product, including the selection of acceptable material that is reasonably available in the source that meets specifications. The designation of source includes the rights of Purchaser to use certain area(s) for plant site, stockpiles, and haul roads.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Contract Road Maintenance Requirements Summary**

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications										
	From	To		T	T	T	T	T	T	T	T	T	T	T
				101	103	108	113	301	310	506	507	508	618	619

P = Purchaser Performance Item, D = Deposit to Forest Service, F = Forest Service Responsibility

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications											
	From	To		T	T	T	T	T	T	T	T	T	T	T	
				101	103	108	113	301	310	506	507	508	618	619	710
255Q	Rd.255 to Unit 44	0.2	P		P		P	P			P		F	F	
7240	Rd.255 to Unit 43	1.3	P	P	P		P	P			P		F	F	
255	Rd.336 to Unit 3	9.5	P		P	P	P	P	D		P	D	F	F	
336	Rd.228 to Rd.255	2.7	P		P	P	P	P	D		P	D	F	F	
228.2	Rd.336 to Koocanusa Bridge	8.7				D	D	D	D	D		D	D	F	F
228.3	Road 228.2 to Hwy 37	0.5											D		F

P = Purchaser Performance Item, D = Deposit to Forest Service, F = Forest Service Responsibility

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications											
	From	To		T	T	T	T	T	T	T	T	T	T	T	T
				101	103	108	113	301	310	506	507	508	618	619	710
255Q	Rd.255 to Unit 44		0.2	P		P		P	P			P		F	F
7240	Rd.255 to Unit 43		1.3	P		P		P	P			P		F	F
255	Rd.336 to Unit 3		9.5	P		P	P	P	P	D		P	D	F	F
336	Rd.228 to Rd.255		2.7	P		P	P	P	P	D		P	D	F	F
228.2	Rd.336 to Kooocanusa Bridge		8.7			D	D	D	D	D		D	D	F	F
228.3	Road 228.2 to Hwy 37		0.5										D		F

P = Purchaser Performance Item, D = Deposit to Forest Service, F = Forest Service Responsibility

## SPECIFICATION T-101 SURFACE BLADING

### DESCRIPTION

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

### REQUIREMENTS

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

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

3.3 Roadside cutslopes or berms shall not be undercut.

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

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

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

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

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

## **SPECIFICATION T-103 DUST ABATEMENT**

### DESCRIPTION

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

### MATERIALS

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

### REQUIREMENTS

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

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

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

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

## **SPECIFICATION T-108 SLIDE REMOVAL AND SLUMP REPAIR**

### DESCRIPTION

1.1 Slide removal and slump repair consists of all work necessary to restore the road to its original cross section as necessary to facilitate use and provide drainage. This work is such that it cannot be handled by a grader during surface blading and ditch cleaning operations.

Slump repair is the filling with selected material of depressions or washouts in roadway which cannot be routinely filled by a motor grader.

Slide removal and slump repair includes excavation, loading, hauling, placing, and compacting of replacement material and the removal and disposal of waste material. This includes the development of disposal or borrow areas at locations approved by the Forest Service.

### REQUIREMENTS

3.1 Purchaser shall deposit slide material in an approved manner at designated locations.

Material shall not be disposed of on road fills unless otherwise agreed.

The slope which contributed the slide material shall be reshaped as practicable to reduce future sliding unless otherwise agreed.

3.2 When filling slumps and depressions, select material shall be used, placed in layers, and compacted to conform with or exceed the density of existing subgrade.

Existing aggregate surfacing shall be salvaged and relayed or replaced after slumps have been filled.

Damaged aggregate base, aggregate surfacing, and asphalt surfacing shall be repaired under Specification T-113, Surfacing Repair.

3.3 Following slide removal, roadway shall be shaped so as to reasonably conform to its original subgrade template.

3.4 Slump, waste, and borrow areas shall be seeded as required under T-508.

### **SPECIFICATION T-113 SURFACING REPAIR**

#### **DESCRIPTION**

1.1 Surfacing repair is patching potholes or small areas of broken asphalt or imported aggregate surfaces and asphalt dikes. It includes preparing the area to be patched and furnishing and placing all necessary materials, including base, and other work necessary to patch the surfacing, including paved shoulders. Sections requiring repair work shall be limited in area not to exceed 20 square feet for paved surfaces or 200 square feet for aggregate surfaces and not more than 10 areas per mile per year.

#### **MATERIAL**

2.1 Materials used for repair of aggregate surfacing shall conform to these specifications:

2.2 Materials used for asphalt patching shall conform to or exceed the requirements of these specifications:

#### **REQUIREMENTS**

3.1 Aggregate Surfacing Repair. Aggregate material shall be placed in accordance with the applicable specification used in paragraph 2.1 above. Work under this specification shall be performed in a timely manner to reduce further deterioration of the surface.

3.2 Asphalt Surfacing Repair.

A. Potholes (deep patch). Remove the surface course and base course as deep as necessary to reach firm support; extend horizontally at least six (6) inches into good asphalt surfacing surrounding the cracked area. Make the cut square or rectangular with faces straight and vertical. Prime the bottom and faces using MC70, MC250, MC800, or emulsified asphalt (penetration type). Backfill the hole with asphalt mix and compact. Use 2-inch layers if the hole is more than four (4) inches deep. Compact each layer thoroughly with mechanical tampers or rollers. Compaction shall not be done with equipment wheels without prior approval. The patch when completed and compacted shall be flush with surrounding surface.

B. Skin Patches. Minor depressions, light ravelling, or surface checking at scattered locations shall be treated by applying a skin patch. Carefully broom the surface of all loose material and apply a tack coat of MC70, MC250, or emulsified asphalt (penetration type) at the rate of 1/10-gallon per square yard. Place asphalt mix, distribute uniformly, and feather edges with asphalt rakes so the patch when compacted shall be flush with the adjoining surface. Roll thoroughly with a portable roller.

3.3 Asphalt Dikes. Asphalt material in the damaged length of dike shall be removed. Clean and repair asphalt foundation as necessary. Level exposed ends of existing dike. Prime all surfaces with bituminous material. Asphalt mix shall be placed and compacted to conform with the shape of the original dike.

3.4 All asphalt material removed from potholes, patches, and dikes shall be disposed of in designated area.

### **SPECIFICATION T-301 DITCH CLEANING**

#### DESCRIPTION

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

#### REQUIREMENTS

##### 3.1 Slough Material.

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

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

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

### **SPECIFICATION T-310 MINOR DRAINAGE STRUCTURES**

#### DESCRIPTION

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

#### MATERIALS

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

## REQUIREMENTS

- 3.1 All minor drainage structures are to be maintained in accordance with these specifications in the spring following any significant runoff and prior to the beginning of winter storms.
- 3.2 Clear inlet and outlet channels, inlet trash racks, and drop inlets of loose material that could cause plugging or prevent the free flow of water. Debris shall be disposed of in agreed manner at designated locations.
- 3.3 If outlet riprap was originally placed to dissipate water energy, it shall be maintained in good condition including the replacement of riprap if necessary.
- 4.1 Make whatever minor repairs are necessary to ensure the proper functioning of the head walls, aprons, inlet assemblies, overside drains, riprap, trash racks, and other facilities related to the drainage structure.

## **SPECIFICATION T-506 CLEARING ROADWAY VEGETATION**

### DESCRIPTION

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

### REQUIREMENTS

- 3.1 Vegetative matter on the road surface which reduces sight distance, impedes vehicular travel, or interferes with road maintenance operations such as surface blading and ditch and culvert cleaning shall be removed. Downed timber meeting utilization standards shall be cut in appropriate lengths and decked along the roadside in locations where the traveled way or sight distance will not be impaired.
- 3.2 Low shrubs and brush which do not restrict sight distance, do not impede road maintenance, and reduce erosion need not be removed if the road surface can be adequately maintained without doing so. Vegetation and nonmerchantable timber removed shall be disposed of by scattering, chipping, hauling to designated disposal areas, or as otherwise agreed upon.

## **SPECIFICATION T-507 CUTTING ROADSIDE VEGETATION**

### DESCRIPTION

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

## REQUIREMENTS

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

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

## **SPECIFICATION T-508 SEEDING**

### DESCRIPTION

1.1 Seeding is the application of seed and fertilizer to areas where vegetation has been disturbed as a result of slides, slumps, disposal of materials, and other Purchaser operations in connection with road maintenance.

### REQUIREMENTS

3.1 Purchaser shall provide and apply the required kinds and amounts of seed and fertilizer in accordance with the requirements in C(T)6.601#.

3.2 Surfaces of areas to be treated shall be in a loose and roughened condition favorable to the retention and germination of seed.

## **SPECIFICATION T-619 MISCELLANEOUS STRUCTURES**

### DESCRIPTION

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

### MATERIALS

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

### REQUIREMENTS

3.1 Guard Rails. Anchors shall be tightened.

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

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

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

### **SPECIFICATION T-710 TRAFFIC SERVICES**

#### **DESCRIPTION**

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

#### **MATERIALS**

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

#### **REQUIREMENTS**

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

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

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

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

**C5.314# - DUST ABATEMENT TREATMENT. (02/02)** When conditions are such that dusting would result in hazardous driving conditions or there would be an appreciable loss of road surface binder material, Purchaser shall control such dusting by application of a dust abatement treatment to the surface of roadways and other traveled areas according to referenced or attached specifications or other specifications agreed to in writing. This treatment will provide a surface which can be bladed and retreated when necessary. It is not intended to produce a permanent waterproof wearing surface or dust control for more than one year, even though some residual value may be retained. It is intended to be compatible with the physical characteristics of the road surface, such as parent material, percent fines, relative humidity, or possibly some residual dust abatement material.

Dust abatement treatment shall apply only to the roads listed below. The provisions of Specification T-103 of C5.31# shall apply to all other roads when required under C5.31#. T-103 of C5.31# may be used in lieu of C5.314# to perform dust abatement during hauling of timber cut within the clearing limits of roads constructed under this timber sale unless otherwise agreed.

**Dust Abatement Specifications**

Road Number	Termini	Abatement Treatment	References or Attached
255	Jct Rd 336 to Unit 3	CAL CHL	SPS 412
336	Jct Rd 228 to Rd 256	CAL CHL	SPS 412

**SPECIAL PROJECT SPECIFICATION C5.314# ATTACHMENT**

Section 412 - Dust Palliative Treatment

DESCRIPTION

412.01

Work

MATERIALS

412.02

Requirements

This work shall consist of, furnishing, sampling and applying dust palliative to a road surface. Road surface preparation will be required as per section 412.06.

The type of material shall meet the specified requirements shown below:

Magnesium or Calcium Chloride

Chloride products shall be a brine consisting of water and magnesium and/or calcium chloride.

The chemical composition, percent by weight brine, shall be as follows:

Chloride Concentration (Sum of Magnesium & Calcium Chloride)

Magnesium Chloride products 28.0 % minimum

Calcium Chloride products 36.0 % minimum

Sulfate 4.3 % maximum

Nitrate 5.0% maximum

(Test method R1-412/Cl must be used. It is available upon request from USDA Forest Service, Regional Materials Testing Laboratory, P.O. Box 7669, Missoula, Montana 59807)

The pH shall be between 4.5 and 10.0. The temperature of the material shall be 40°F or above when it is applied.

Lignin Sulfonate

Lignin Sulfonate shall be the residue produced by the acid-sulfite pulping of wood. The base cation shall be ammonium, calcium, or sodium. Lignin sulfonate shall be supplied as a uniform mixture and shall be miscible with an equal weight of water. The undiluted material shall conform to the following requirements:

pH (AASHTO T200) 4.5 minimum

Viscosity at 77°F (AASHTO T202) 20.5 poise maximum

Total Lignin Solids Concentration 48 Percent Minimum

(Test method R1-412/LS must be used for Total Lignin Solids Concentration. It is available upon request from USDA Forest Service, Regional Materials Testing Laboratory, P.O. Box 7669, Missoula, Montana 59807)

The solids must meet the following requirements:

Lignin Sulfonate 50 percent minimum

Reducing Sugars 25 percent maximum

The temperature of the material during application shall be between 40° and 140°F.

Clarified Dust Oil DO-4

Clarified Dust Oil shall conform to the following requirements:

Flash Point (AASHTO T48) 200°F min.

Kinematic Viscosity @ 100°F (AASHTO T201) 20-100 cSt

Water (AASHTO T55) 0.2% maximum

Asphaltenes (ASTM D3279) 0 - 5%

Saturates (R1-412/DO-4) 10% minimum

Volume of Oil Distillate @ 550°F (AASHTO T59) 5% max.

Viscosity of Residue by Distillation at 100°F (AASHTO T201) 400 cSt max.

Test Method R1-412/DO-4 is available from USDA Forest Service, Regional Materials Laboratory, P.O. Box 7669, Missoula, MT 59807

85 SPS 412-1 (1/28/93)

The material temperature during application shall be above 85°F.

412.03  
Certificate  
& Sampling

(a) Certification with Shipments. When each load of dust palliative is delivered, the purchaser shall furnish the Sale Administrator with one copy of the Bill of Lading and a fully executed Certificate of Compliance containing the applicable information shown in Figure 412-1. A separate Certificate of Compliance will not be required if the standard Bill of Lading contains the applicable information required by the certificate.

(b) Sampling. Sampling of dust palliative may be required to validate certifications furnished by the purchaser. When sampling is directed by the Government, the actual samples shall be obtained by the purchaser. The Sale Administrator will be given the opportunity to witness sampling. All delivery equipment shall be constructed to permit sampling in conformance with AASHTO T40 test procedure.

CERTIFICATE OF COMPLIANCE

Consignee .....	Destination .....
Transportation ID (Truck No., etc.) .....	Date .....
Percent Concentration by Weight:	Magnesium Chloride: ..... %
Calcium Chloride : ..... %	Lignin Sulfonate: ..... %
Net Weight Total Shipment.....	Net Gallons @ 60°F .....
Specific Gravity @ 60°F .....	
This shipment of ..... identified above and covered by this Certificate of Compliance complies with Forest Service Specifications applicable to this project.	
Producer .....	Signed ..... (Producer's Representative)

Figure 412 - 1. -- Sample Certificate of Compliance.

CONSTRUCTION

412.04  
Weather  
Limitations

All dust abatement materials shall be applied only when the surface to be treated contains appropriate moisture to get uniform distribution and adequate penetration of the material. Application during a light rain is acceptable provided the material penetrates the road surface, and does not flow to low areas.

Chloride and Lignin materials shall be applied only when the temperature is 40°F or higher and the ground is not frozen.

Clarified Dust Oil shall be applied only when the road surface and atmospheric temperature is 50°F or more and rising or above 60°F and falling.

85 SPS 412-2 (1/28/93)

412.05  
Equipment

The distribution equipment shall be so designed, equipped, maintained, and operated such that the dust abatement material may be applied uniformly on variable widths of surface. Application shall be at readily determined and controlled rates from 0.10 to 0.50 gallons per square yard with uniform pressure and application. The allowable variation from the specified application rate shall not to exceed 0.04 gallons per square yard for individual distributor loads, and 0.01 gallons per square yard for the entire project. The spray pattern from each nozzle on the spray bar shall be uniform across the spray bar. Distribution equipment shall include accurate volume measuring devices or a calibrated tank, a thermometer for measuring temperatures of tank contents, and a hose and nozzle attachment for applying material to areas inaccessible to the spray bar.

412.06  
Preparation of  
Road Surface

One or more of the following preparation and application methods shall be followed as directed by the Forest Service.

Method 1. Apply the dust palliative directly to the previously prepared and compacted surface.

For Method 2 and 3 the road surface shall be processed by blading below the elevation of ravelling, washboarding, and pot holes. The top two inches of surfacing material shall have a moisture content between 5 and 7 percent. After processing, the surface shall be shaped by blading to the existing cross section. The prepared surface shall be approved in writing by the Sale Administrator prior to treatment.

Method 2. A layer of loose cushion material approximately 1 inch in depth shall be developed for the full width of traveled way and kept in as loose a condition as possible prior to applying dust palliative. After the dust palliative has penetrated and pickup of material will not occur, the surface shall be compacted over the full treated width with either roller(s) or loaded truck(s).

If the one inch layer of cushion material becomes compacted by traffic prior to treatment, a one inch thickness shall be cut from the surface and bladed into a berm on the shoulder. Just prior to applying the dust palliative, the material in the berm shall be bladed to a uniform depth across the full width of the previously watered surface. The loose material shall have a 5 to 7 percent moisture content just prior to applying dust palliative. After application, compact as specified above.

Method 3. Approximately 1 inch of the surface material shall be bladed into a berm on the shoulder. The initial application shall then be made on the existing surface. As soon as practical, but no more than 1 hour after application, the material in the berm(s) shall be bladed to a uniform depth across the previously treated surface and watered if necessary, to meet the 5 to 7 percent moisture content. The second application shall then be applied. Compaction shall be performed as specified in Method 2.

85 SPS 412-3 (1/28/93)

SPECIAL PROJECT SPECIFICATION C5.314  
ATTACHMENT

412.07  
Application of  
Dust Palliative

Application rates in gallons per square yard and width of road surface coverage shall be as SHOWN BELOW IN TABLE. If the actual application rate is less than specified, the dust abatement material left over will be applied at locations and application rates designated by the Sale Administrator. If the application rate used by the purchaser is greater than specified and additional material is required to complete the project coverage, the additional material shall be furnished and applied at the purchaser's expense.

The Sale Administrator may field test Chloride and Lignin materials prior to application to make sure that the products meet the minimum concentrations specified. Acceptance of the material will be based on the concentration shown on the manufacturer's certificate, or on results of laboratory quality assurance tests done by the Forest Service on samples taken from distribution and hauling vehicles.

Uniform distribution shall be obtained at all points. The spray pattern from each nozzle on the spray bar shall be uniform across the spray bar. Overlapping or skipping between spread sections shall be corrected. Accidental spillage and areas with excess dust palliative that are hazardous to traffic shall be covered with additional road surfacing material at the purchaser's expense. The surface of adjacent structures and trees shall be protected from spattering or marring. Dust palliative material shall be discharged only in approved areas, and shall not be allowed to flow into ditches or stream courses.

**Application Rate Table**

Application Type	Road Number	Termini	Beg MP	End MP	Product	Application Rate	Width	Specifications References or Attached
Initial	255	Jct. Rd. 336 to Unit 3	0.00	9.7	CAL CHL	.50 gal/sq/yd	10	SPS-412 SPS-412
Initial	336	Jct. Rd. 228 to Rd. 255	0.00	2.7	CAL CHL	.50 gal/sq/yd	10	SPS-412

	DO-4	LIGNINS	CHLORIDES
Rates in Gal/SqYd			
Initial	0.25	0.50	0.50
Subsequent	0.15 to 0.25	0.25	0.25

412.08  
Maintenance &  
Opening To  
Traffic

Traffic control and the prevention of pickup under traffic is the purchaser's responsibility. The treated road surface shall be open to traffic within two hours following treatment, unless prior agreement is approved in writing by the Sale Administrator. The purchaser shall place road surfacing blotter material at his expense where the dust abatement material is being picked up by vehicles.

85 SPS 412-4 (1/28/93)

**C5.316# - SNOW REMOVAL. (02/02)** Snow removal shall be done in a manner to preserve and protect the roads to insure safe and efficient transportation and to prevent unacceptable erosion damage to roads, streams, and adjacent lands.

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

1. Removal of snow from entire road surface width including turnouts.
2. Removal of snow slides, minor earth slides, fallen timber and boulders that obstruct normal road surface width including turnouts.
3. Maintain drainage so that the drainage system will function efficiently.

B. Performance. All items of snow removal shall be done currently as necessary to insure safe, efficient transportation. Work shall be done in accordance with the following minimum standards of performance.

1. Removal of material. All debris, except snow and ice, that is removed from the road surface and ditches shall be deposited away from stream channels at agreed locations.
2. During snow removal operations, banks shall not be undercut nor shall gravel or other selected surfacing material be bladed off the roadway surface.
3. Ditches and culverts shall be kept functional during and following roadway use.
4. Snow berms shall not be left on the road surface. Berms left on the shoulder of road shall be removed and/or drainage holes shall be opened and maintained. Drainage holes shall be spaced as required to obtain satisfactory surface drainage without discharge on erodible fills.
5. Dozers and skidders shall not be used to plow snow on system roads without written approval of Forest Service. Upon approval, dozers and skidders must be equipped with shoes or runners to keep the plow blade a minimum of 2 inches above the road surface unless specifically removed from the requirements in writing.
6. Snow must not be removed to the road surface. A minimum 2 inch depth must be left to protect the roadway.
7. Purchaser's damage from, or as a result of, snow removal shall be restored in a timely manner.

**C5.32# – ROAD MAINTENANCE DEPOSIT SCHEDULE. (7/01)** 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: **\$3.22 per TON.**

Purchaser shall make deposits for road maintenance directly to N/A for roads subject to the terms of a Road Maintenance Agreement that is available for inspection at the Forest Supervisor's office. Such deposits shall be at the rate of \$ N/A per N/A.

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

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

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

CLOSURE DEVICES					
Road Number	Location	Furnished By	Closure Method	Closure Device Installed By	In Place
7240	See Sale Area Map (7240/255 jct.)	Purchaser	Gate	Purchaser	No
255Q	See Sale Area Map (255Q/255 jct.)	Purchaser	Gate	Purchaser	No

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

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

**TEMPORARY ACTIVITY BARRICADES**

Road Number	Location	Closure Method
	N/A	

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

Closure Location(s)				
Road Number	Location	Closure Method	Furnished By	In Place
7240	See Sale Area Map (7240/255 jct.)	Gate		Yes
255Q	See Sale Area Map (255Q/255 jct.)	Gate		Yes

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

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

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

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

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

**LOGGING AND MAINTENANCE OPERATIONS SIGNING STANDARDS**

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

**SIGN STANDARDS**

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

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

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

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

**SIGN PLACEMENT**

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

**LATERAL CLEARANCE**

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

**HEIGHT**

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

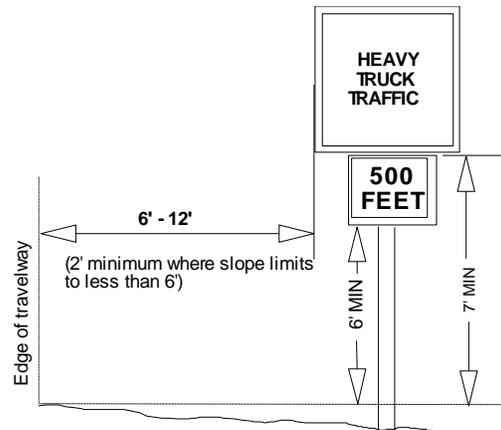


Figure 1: Sign Placement Dimensions

**PLACEMENT DISTANCE**

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

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

Figure 2: A Portion of MUTCD TABLE II-1

## SIGN SUPPORTS

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

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

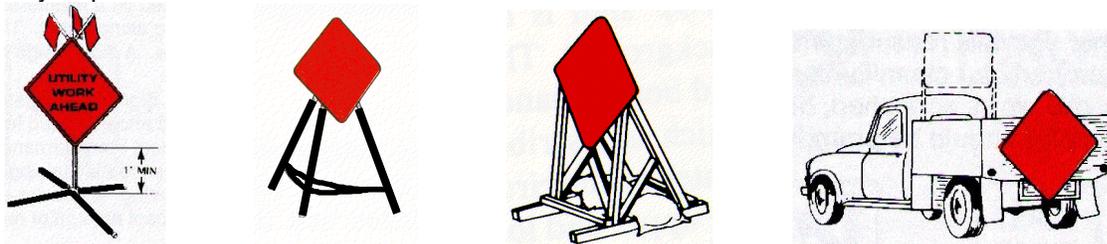


Figure 3: Examples of Temporary/Portable Supports

## SIGNS

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



FG20-1-48\*



FG20-2-48



FG20-3-42\*



FG20-3a-42



FW22-3-30



FW20-1-30\*



W21-3-30\*



FW21-4a-30



FW11-7-24



W22-1-36\*



FW8-6-24



FW11-9a-24



W7-3a-24\*



W13-1-18\*\*



W20-7aP-24\*

\* Specify Distance

\*\* Specify Speed



BM-L-O



BM-R-O

Barricade Markers (See MUTCD for length and stripe size)

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

**C6.339 – ACCIDENT AND INJURY NOTIFICATION (4/05)**

Purchaser shall notify Forest Service of any lost time personal injury accident or any accident or vandalism resulting in personal property damage over \$400 in value that occurs as a result of or is associated with Purchaser's Operations.

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

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

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

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

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

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

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

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

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

**Cutting Unit      Conduct of Logging**

5A, 5B & 5C      The sequence of logging for for cutting units 5A, 5B and 5C shall be such that harvest operations are completed in one normal operating season (7/1 – 9/30), for all three units. Additionally, harvest operations in units 5A & 5B shall be completed prior to initiating harvest ops in unit 5C.

43 & 451      The sequence of logging for Cutting Units 43 and 451 shall be such that harvest operations are completed in one normal operating season (7/1 – 9/30), for both units.

All Tractor Units      The location of tractor skid roads shall be by agreement. Tractor skidding shall be done over the natural terrain without excavation except where location of excavated skidroads is approved by Forest Service in advance of construction. Skid roads requiring construction shall be kept to a minimum width. Prior to completing the unit, the constructed skid roads shall be drained by outsloping and/or cross ditching and skid trails by crossditching and/or backblading as designated on the ground by Forest Service. Logs shall be tractor skidded with the leading end free of the ground. Trees shall be felled, in so far as safety permits, to angle in the direction of skidding. Rub trees and/or logs shall be left along tractor skid roads as needed to protect young growth and leave trees. Tractor skid roads shall be no less than 75 to 100 feet apart, except where converging.

All Skyline Units      A skyline logging system is required. The yarding system must be capable of yarding 1700 feet external yarding distance uphill and N/A feet external yarding distance downhill.

Skyline corridors shall be located on the ground and approved in advance of felling. Skyline corridors shall have only those trees cut that are necessary to allow the safe free passage of the carriage and turn of logs. Purchaser shall leave sufficient rub trees adjacent to the skyline corridors to protect the residual timber from logging damage during the yarding cycle.

Except for lateral yarding, logs shall be yarded with the leading edge of the log free of the ground.

On single-span settings where it is not possible to suspend the leading end of the log during inhaul, an intermediate support will be required. The support must be sufficient to suspend the leading end of the turn as the carriage passes the support.

The skyline logging system shall provide for lateral yarding distance up to 60 feet. The carriage must maintain a fixed position on the skyline while lateral yarding. During the lateral phase of yarding, logs shall be yarded along a path which provides protection to residual trees.

Where topography will permit, skyline corridors shall be spaced not less than 120 feet apart nor more than N/A feet apart at the point of widest divergence within the cutting unit.

A tractor swing may be required. The tractor must be capable of keeping the leading end of the log suspended above the ground. The location of the swing trail must be approved in advance by Forest Service.

When rigging is attached to live undesignedated trees, tree plates or similar protective devices shall be used and removed when rigging is removed. Purchasers will select the most stable tail trees and use sufficient tieback lines to insure the undesignedated trees remain standing.

**C6.6 - EROSION PREVENTION AND CONTROL. (10/04)**

Unless otherwise agreed in writing, Purchaser shall complete erosion prevention and control work required in section B6.6, including Streamcourse protection, within 15 calendar days after completion of skidding and/or yarding operations for each landing.

Designation of on the ground work shall be done as promptly as feasible unless it is agreed that the location of such work can be established without marking on the ground.

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

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

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

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

Seed and fertilizer shall be spread evenly at the rate of 30 pounds of seed and 240 pounds of fertilizer per acre. When fertilizer and seed are applied in separate operations, the second operation shall be carried out within 72 hours of the first.

Application shall be during the period as specified by the Forest Service and under the above specified conditions unless otherwise approved.

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

Species of Seed	PLS Pounds per Acre
Annual Rye or Winter Wheat	18
Hard Fescue	6
Orchard Grass	6
Total	30

Purchaser shall provide to the Forest Service:

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

3. Copies of Seed Analysis Reports from a certified seed analyst for each seed lot used in the specified mix. Purchaser will obtain this report from the seed provider. Seed Analysis Reports must include at a minimum, content of any noxious weed seeds listed on the "State of **Montana** Noxious Weed List". Only after the Forest Service has verified that this report indicates the seed does not contain any weeds on the current "State of Montana Noxious Weed List", will the seed be accepted and used.

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

Type of Fertilizer	Pounds Per Acre
25-10-10 or 27-12-12 or 34-16-10	240

**C6.632# - TEMPORARY ROAD AND TRACTOR ROAD OBLITERATION. (2/02)** Notwithstanding the provisions of B6.63 and B6.65, unless otherwise agreed, temporary roads accessing all units and tractor roads within all units constructed for use with this sale shall be obliterated after they have served the Purchaser's purpose. Obliteration shall consist of recontouring road prism including all cut and fill slopes to natural ground contour. Equipment will not be permitted to operate outside the clearing limits. In addition, from 10 to 15 tons per acre of clearing or logging slash, stumps or other woody debris shall be placed and scattered uniformly on the top of the recontoured corridor.

**C6.633# - TEMPORARY ROAD, SKID TRAIL/SKID ROAD AND LANDING SCARIFICATION. (2/02)** Unless waived in writing by the Forest Service on specific roads, skid trails/skid roads or landings, all landings, skid trails/skid roads, and Temporary Roads constructed or used by Purchaser shall be scarified by the Purchaser following use.

Scarification shall span the width of the compacted areas and shall be done to a depth of not less than 2 inches, but not to exceed a depth of 14 inches, and must effectively prepare the ground for seeding.

Scarification shall be done during the period as specified by the Forest Service unless otherwise approved. No scarification work shall be done during wet weather or when the ground is frozen or otherwise unsuitable.

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

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

**8 Mile Re-Offer Timber Sale  
Hazard Reduction  
And  
Site Preparation Plan**

**GENERAL**

Unless otherwise agreed in writing, Purchaser shall perform the following work described below and as shown on the Hazard Reduction and Site Preparation Map.

Forest Service and Purchaser shall jointly develop a schedule for completion of slash treatment on the various portions of the sale area.

**TIMING OF PURCHASER SLASH WORK**

In cutting units in which logging is substantially completed by **July 15<sup>th</sup>**, purchaser's slash disposal and site preparation responsibilities, other than specified slashing, shall be completed by **August 15<sup>th</sup>** of the same year. Specified slashing responsibilities shall be completed by **August 1<sup>st</sup>** of the same year.

In cutting units in which logging is substantially completed by **September 30<sup>th</sup>**, purchaser's slash disposal and site preparation responsibilities shall be completed by **October 31<sup>st</sup>** of the same year.

**LANDING CLEANUP (All Cutting Units)**

A landing is considered a place where any logs or products are gathered for loading. Unless otherwise agreed, all slash accumulated at landings shall be piled.

Piles shall be reasonably compact and free of soil to facilitate burning. Piles will not be less than 10 feet in height. Piles shall be of a size and location which will not impair road use or result in damage to residual timber. Piles shall be located at least 15 feet from residual timber. Piles shall not be more than 30 feet long.

**ENTIRE TREE YARD (ETY) (All Cutting Units)**

Purchaser shall leave tops and limbs of felled trees attached to Included Timber and yard them to landings.

**MACHINE FIRELINE (All Cutting Units, or as identified on Sale Area Map)**

Mineral firelines shall be constructed by excavator around the perimeter each cutting unit. Interior cutting unit boundaries (units 43/451 and 5A/5B/5C) do not require any fireline construction.

The fireline will be constructed so that a continuous mineral soil line not less than 2 feet and not greater than 4 feet shall be cleared completely to expose mineral soil. If a fuelbreak is required, the mineral fireline will be constructed on the exterior edge of the fuelbreak. Slash will not be buried or covered with dirt during the construction of the fireline.

**MACHINE FUELBREAKS (All Cutting Units, or as identified on the Sale Area Map)**

Fuelbreaks shall be cleared of all concentrations of vegetative debris by an excavator around the perimeter, or portions of the perimeter of each unit. Locations of fuelbreaks required around portions of cutting units are shown on the Hazard Reduction and Site Preparation Map. Interior cutting unit boundaries (units 43/451 and 5A/5B/5C) do not require any fuelbreak construction.

All concentrated vegetative debris (fuel) that will easily ignite, maintain or increase fire intensity, contribute to fire spread or hinder mop up operations shall be removed.

Fuelbreaks shall be constructed to minimum width of **20 feet** devoid of coarse woody debris. Live vegetation may remain intact but, is not to exceed **2 feet in height**. All vegetative material removed from the fuelbreak shall be scattered within the unit, relatively free of mineral soil and scattered to avoid concentrations greater than **3 feet in height**.

**SLASHING (All Cutting Units Except 5C)**

Purchaser shall fell all live and dead (coniferous and/or deciduous) vegetation not meeting utilization standards and over 2 feet in height, unless otherwise designated to be left standing. Stump height shall not exceed 12 inches from ground surface as measured on the uphill side. Trees shall be completely severed from the stump.

**FELL DAMAGED RESIDUAL (Cutting Unit 5C)**

Purchaser shall fell all species over 2 feet in height not meeting minimum diameter specifications for Included Timber that are damaged beyond recovery by the Purchaser's Operations. Such trees shall be limbed to a stem diameter of approximately 3 inches, at which point the top shall be cut from the remainder of the stem. These stems shall be bucked into lengths shorter than 12 feet.

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

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

- A. Area or location where burning is permitted.
- B. Material to be burned.
- C. Safeguards, including help and equipment to control the fire.
- D. Special precautions to be taken before burning.
- E. Control action needed until the fire is out.

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

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

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

**C6.822# - PRESENTATION FOR WEIGHT SCALING. (3/07)** To facilitate the requirement of B6.82 that loads be presented so that they may be weighed in an economical and safe manner, and to aid in the accountability requirements of C6.840 or C6.848, Purchaser, unless otherwise agreed in writing, shall:

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

B. Weigh all loads on scales currently certified by the State in which weighed. Scales must have a current inspection tag or seal posted which shows the date of the most recent test by the State weights and measures agency. No load shall be presented for weighing that weighs more than the certified capacity of the scales in use. Each load shall be weighed as a single unit with the gross and tare weights stamped and recorded by an automatic recording device on the scales. In addition to the gross weight and the tare weight of the load, Purchaser shall record the following information on each weight slip:

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

C. Maintain load accountability from the Sale Area to point of weighing. In so doing, the load of products shall remain intact while in transit. Products accidentally lost in transit shall be promptly identified by Load Removal Receipt number and sale designation. Purchaser shall, within 72 hours, load out such lost products and present them for weighing or make other arrangements acceptable to Forest Service.

Clearly and legibly paint the last three digits of the Load Removal Receipt in large numbers in ORANGE colored paint on the back end of at least three (3) logs of every load transported from the Sale Area

**C6.823 - VOLUME DETERMINATION. (10/04)** Volume determination shall be based on Weight Measurement unless otherwise agreed. Products shall be weighed on certified scales at locations agreed to by Purchaser and Forest Service. The weight ticket, showing sale name, truck ticket number, date and time weighed, and the gross and tare weights, shall be attached to the Truck Ticket Scaler Receipt/Permit and placed in the location(s) as designated by the Forest Service. Upon request, Purchaser shall furnish Forest Service a copy of the scales certification.

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

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

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

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

A. Requirements Applicable to Purchaser's Accountability Obligations:

- a. Where Purchaser's product accountability responsibilities are concerned, all operations performed by Purchaser's employees, agents, contractors, subcontractors, their employees or agents, Purchaser's obligations shall be the same as if performance is by Purchaser.
- b. Purchaser shall sort and deck separately the sawtimber and non-sawtimber products at the landing. The non-sawtimber products shall remain on the landing until released for hauling and weighing by the Sale Administrator.

B. Requirements Applicable to Product Removal Book:

1. Forest Service:

- a. Forest Service will issue to Purchaser or designated representative(s) serially numbered Product Removal Permit Books for sawtimber products for use only on this sale. Product Removal Permit Books whether used or unused are accountable property of Forest Service and shall be returned to issuing Ranger District in accordance with instructions contained on the inside cover of each book.
- b. The Product Removal Permits for non-sawtimber products will be issued by the sale administrator as needed to haul these products and are accountable property of the Forest Service. The non-sawtimber products will not be hauled until inspected and released by the sale administrator.

2. Purchaser shall require:

- a. All permits be filled out in ink by an individual named in writing other than the truck driver and be attached to load before products are hauled from immediate vicinity of or adjacent to location where loading is done showing date loaded, brand, sale name, and destination where products will be weighed. Permits shall be attached in accordance with instructions on inside cover of Product Removal Permit Book.
- b. Before Sawtimber products are hauled, truck driver will sign legal signature in ink on Woods Permit.
- c. Purchaser's Representative or other designated representative will sign legal signature in ink on Woods Permit for non Sawtimber products at time the permits are issued by the sale administrator.
- d. Purchaser shall assure that all used Scaler Permits are deposited in accordance with procedures established by the Forest Service.

C. Requirements Applicable to Weight Slips:

1. Purchaser shall assure that:

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

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

**C6.849 - ROUTE OF HAUL. (10/04)** Within 60 days of date Forest Service executes and returns contract and as part of the annual Operating schedule, Purchaser shall furnish Forest Service a map and a written general plan for hauling Included Timber from Sale Area. The plan shall set forth:

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

Forest Service written approval of the haul route(s) and weight scales is prerequisite to commencement of Purchaser's operations. The designated weight scales must be certified to be acceptable by Forest Service. The Purchaser may be required to furnish Forest Service a copy of certification upon request.

Upon advance written agreement, other haul routes may be approved. All products removed from Sale Area shall be transported over the designated routes of haul. Purchaser shall notify Forest Service when a load of products, after leaving Sale Area, will be delayed for more than 12 hours in reaching weighing location.

Purchaser shall require truck drivers to stop, if requested by the Forest Service, for accountability checks when products are in transit from Sale Area to the designated weighing location.

Locations for accountability checks shall be agreed to by Purchaser and Forest Service in advance of haul. Such locations shall be established only in areas where it is safe to stop trucks.

Forest Service will notify Purchaser of the methods to be used to alert truck drivers of an impending stop.

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

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

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

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

One - Fire extinguisher, dry chemical type of not less than 2.5-pound capacity with 5 A B.C. or higher rating.

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

One - Axe, double bit, 3.5#  
Two - Shovels (round point #0 lady or equal)  
Two - Pulaskis

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

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

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

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

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

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

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

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

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

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

#### 4. POWER SAWS

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

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

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

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

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

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

Axe, double bit, 3.5#, 10%  
Shovels (round point #0 lady or equal), 45%  
Pulaskis, 45%

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

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

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

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

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

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

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

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

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

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

L. **Welding.** Welding and use of cutting torches or cutoff saws will be permitted only in areas that have been cleared or are free of all material capable of carrying fire. Flammable debris and vegetation must be removed from within a minimum 10-foot radius of all welding and cutting operations. A shovel and a 5-gallon standard backpack water container filled and with handpump attached shall be immediately available for use in the event of a fire start.

**C8.212 – MARKET-RELATED CONTRACT TERM ADDITION. (11/08)** The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in A20. Purchaser will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Purchaser's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Purchaser's written request for a market-related contract term addition before the expiration of this contract.

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

- (i) The sale was awarded after December 31, 2006; and
- (ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

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

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

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

**C8.4 – PERFORMANCE BY OTHER THAN PURCHASER. (4/04)** This section adds subparagraph (b)(iii) to B8.4 as follows:

Specifically assumes in writing the obligations of Purchaser as listed in Small Business Certification executed by Purchaser and attached to and made a part of this contract.

**C8.66# – USE OF TIMBER. (4/04)** (a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, *et seq.*).

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

(b) 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.

**C8.73 – REQUIREMENT FOR SMALL BUSINESS PROCESSING. (4/04)** To meet the requirements of the small business timber sale set-aside program, Purchaser shall not sell, trade, exchange, or otherwise convey for processing more than 30 percent (50 percent in Alaska) of the advertised sawtimber volume of this sale to a concern that is not a small business within the meaning of the small business size regulations found in 13 CFR 121.507.

Purchaser shall, at the time of execution of this contract, complete the "Small Business Certification" (SBA form 723) and submit it to Contracting Officer. The completed certification together with its provisions pertaining to the disposition, manufacturing, and record keeping requirements of Included Timber by Purchaser and other small business concerns is hereby made a part of this contract.

Upon request of Contracting Officer or an officer of the Small Business Administration, Purchaser shall furnish all records sufficient to verify eligibility and compliance with the requirements of this program. Such records may include employee payroll records, disposition of Included Timber records, and other documents as necessary.

Failure to provide records upon request, filing false information, or making false statements relating to SBA size status or failing to comply with the disposition and manufacturing requirements of Included Timber shall be considered a breach of this Subsection and may result in termination of this contract pursuant to B9.31.