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

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

Species	Product
Douglas-fir and other coniferoGrn Bio Cv	

that shall be Included Timber upon written agreement.

C2.3# - RESERVE TREES *(04/2004)*

Notwithstanding the designations for cutting under B2.31, B2.32, B2.33, or B2.34, live or dead **Seed trees in subdivision 11 & 21** reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Reserve trees are identified by **Seed trees are identified with a continuous band of Orange Tree Marking Paint above stump height at DBH and a stump mark below stump height** and shall be protected in accordance with C6.32#. Units with reserve trees are shown on Sale Area Map.

C2.35# (OPTION 1) - INDIVIDUAL TREE DESIGNATION *(06/2008)*

All **see attached designation specifications** which meet the minimum tree diameter stated on Page 1 are designated for cutting. Additional timber to be cut, if any, will be designated for cutting in accordance with BT2.37.

Leave trees, Marked with **Orange Tree Marking** paint, or identified by **NA** are not to be cut, unless designated by the Forest Service.

C3.47# - ABNORMAL DELAY *(09/2004)*

Unless otherwise agreed, felled timber meeting Utilization Standards shall be removed by Purchaser pursuant to B2.2 and shall be presented for Scaling within the time period indicated in the following removal schedule. The number of days shown are consecutive calendar days.

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

See attached removal schedule.

Table Pursuant to C2.35# (Option 1) - Individual Tree Designation, (06/2008)

Subdivision	D x D Spacing	1/ Description of Included Timber (See Other Requirements)
1	19 feet	Only live conifers, if it is within the specified spacing of a live conifer with a larger stump diameter. Western White Pine, Western Red Cedar, and hardwoods are non-included timber.
2, 3	16 feet	Only live conifers, if it is within the specified spacing of a live conifer with a larger stump diameter. Western White Pine, Western Red Cedar, and hardwoods are non-included timber.
11, 21	LTM	Only conifers not marked with orange tree marking paint above and below stump height.

All	Purchaser agrees to the following measures: 1. Down timber from adjacent private land will be protected from cutting and kept separate from Included Timber. 2. Boundary trees are designated with orange tree marking paint and blue boundary cards. 3. Boundary trees with orange paint and blue boundary tags shall be included in the DXD spacing when the boundary tree has a larger stump diameter than other trees within the DXD spacing. Boundary trees shall not be cut. 4. Orange painted boundary trees within subdivisions 11 and 21 (LTM) will not be included timber. 5. If orange painted buffer trees along streams are needed to be cut to accommodate a corridor they shall be directionally felled into the channel and left on site. 6. If purchaser premarks units, trees within 50 feet of Forest roads will be marked on the back side of the tree facing away from road, unless waived by Forest Service. 7. Notice is hereby given that wind-thrown trees, down pieces and snags within the Sale Area outside of Subdivisions, are not included timber.

Definitions:
1. D x D: Designation by Description.
2. LTM: Leave Tree Marked.
3. D x D Stump Height: Measure at 4 inches above the ground on the uphill side of the tree. When obstacles are present on the uphill side of the tree measure 4 inches from the obstacles.

Other requirements:
1. Minimum stump height left for inspection purposes will be 4 inches.
2. D x D Diameter: Measure at the DxD specified stump height 4 inches, outside the bark with a diameter tape that is perpendicular to the bole of the tree. Stumps missing all or part of their bark will be measured as presented. Measure to the nearest tenth of an inch.
3. D x D Spacing: Measure slope distance at 4 inches above the ground from the closest point between trees. This does not need to be measured on the uphill side of the tree.
4. All leave trees will remain standing.
5. Down Tree: a) An entire tree lying on the ground with an attached root wad; b) a root sprung tree with broken and exposed roots showing above the ground (root sprung trees must remain identifiable after logging).

C3.47# - Abnormal Delay(09/2004)(con't)

REMOVAL SCHEDULE

Included Timber	**Time Limits**
ALL.	**60** days after felling is started.
All timber decked during construction clearing.	**60** days after felling on each Specified Road constructed by Purchaser is initiated.
Timber decked during road construction.	**60** days after Forest Service authorizes Purchaser to use roads pursuant to B5.2.

C4.21# (OPTION 1) - TRANSFER OF PURCHASER CREDIT *(07/2001)*

The amount of Purchaser Credit earned on National Forest lands which may be transferred to this contract is limited to_____and from other revested lands within the Forest boundary_____. This limit may be adjusted pursuant to B8.3. Any such adjustment shall be calculated in a manner consistent with the limit computation at time of sale.

Purchaser credit transferred to this contract from other contracts may be used to meet charges for timber subject to B4.2. Transfer of purchaser credit to or from Timber Sale Account shall be made monthly, or at longer intervals, as requested by Purchaser.

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

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

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

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

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

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

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

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

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

C4.4 - PAYMENTS NOT RECEIVED *(08/2012)*

(a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection for, Contracting Officer will suspend all or any part of Purchaser's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

(i) Slash disposal, road maintenance, and contract Scaling deposits;
(ii) Cooperative work at rates established by specific agreement under B4.218;
(iii) Damages pursuant to B9.4;
(iv) Road use fees;
(v) Restoration of downpayment pursuant to B4.22;
(vi) Periodic payments pursuant to B4.213;
(vii) Extension Deposits pursuant to B4.217; and
(viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under B9.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

(c) Pursuant to the Debt Collection Improvement Act of 1996, as amended, if payment is not received by Forest Service within 15 days after the date of issue indicated on the bill for collection:

(i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.

(ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.

(iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).

(iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.

(d) Forest Service remedies for Purchaser's failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Purchaser's Operations, and administrative offset, shall be stayed for so long as:

(i) A bona fide dispute exists as to Purchaser's obligation to make such payment and
(ii) Purchaser files and prosecutes a timely Claim.

C5.1# (OPTION 1) - TEMPORARY ROAD AND LANDING CONSTRUCTION *(06/2008)*

In addition to the requirements of B5.1 and B6.63, Purchaser and Forest Service will agree to the design, construction, maintenance, closure, and obliteration of all Temporary Roads.

Construction of Temporary Roads in areas shown on Sale Area Map shall be in accordance with the attached plans or criteria.

Unless otherwise agreed, if Purchaser's Operations require more than **0 (zero)** cubic **yards** of rock for Temporary Roads, landings, or other temporary uses, such rock shall be obtained from commercial sources.

PLANS AND/OR CRITERIA PURSUANT TO C5.1# (OPTION 1) - TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008) **see attached specifications**

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

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

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

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

See Restricted Road List Table.

TABLE PURSUANT TO C5.12# - USE OF ROADS BY PURCHASER. (06/1999)

Restricted Road List

	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
2657[1]/* 2657840* 2657845*	Ollalie Cr Anderson Cr	Hwy 126 2657 2657840	2657840 2657845 Unit Bdy	R,U R,U R,U	[1]/ Haul on Road 2657 is not allowed evenings or weekends, or during long holiday periods (Memorial Day, 4th of July and Labor Day), unless waived by Contracting Officer. Roads marked with asterisk (*) have limited strength and are likely to be damaged if used when adverse conditions exist in the roadbeds.

PLANS AND CRITERIA PURSUANT TO C5.1# (OPTION 1) - TEMPORARY ROAD AND LANDING CONSTRUCTION (07/2001)

1. The Forest Service and Purchaser shall agree to temporary road locations and clearing limits prior to construction.

2. Temporary roads shall be constructed to a minimum width to accommodate logging equipment and shall be located to minimize the number of trees cut while minimizing the extent of ground impacted by construction.

3. All trees to be cut by the purchaser shall be identified and designated for cutting by the Forest Service prior to cutting.

4. On native running surfaces, hauling shall be restricted to when dry conditions exist. Restricted from October 15 thru May 15.

5. Clearing and grubbing debris shall be scattered in areas designated on the ground by the Forest Service.

6. Straw bales or other agreed upon erosion control devices shall be placed in ditches, as needed, to prevent sediment from entering stream courses. All straw bales will be certified weed free.

7. At the end of each season and/or when purchaser is done with the temporary road and/or termination of contract, purchaser shall install drivable drain dips and water bars and close the road to normal vehicular traffic, B6.63.

8. In accordance with B6.631, Temporary Roads to remain open, to facilitate short-term access, purchaser agrees to leave temporary road open as directed by Forest Service.

9. Methods of closure shall be determined based on existing terrain conditions and needs at the time of closure.

10. Reopening of temporary roads may occur between May 31 and October 15.

11. Other erosion control measures, to stabilize the road and prevent erosion on slopes over 8%, may require a structure approximately every 100 feet. Seed and fertilizer for the road will be in accordance with C6.6#.

12. Culverts shall be placed in all stream courses, along/across temporary roads. Culverts shall be corrugated metal pipe and shall not be less than 18inches diameter.

PLANS AND CRITERIA PURSUANT TO C5.1# (OPTION 1) - TEMPORARY ROAD AND LANDING CONSTRUCTION (07/2001)
(Continued)

13. Culvert installation in live streams shall take place between July 1 and August 15, C6.315#. During culvert installation in live streams, the streams will be temporarily diverted around the site and biodegradable geotextile cloth will be placed downstream from the site to minimize transport of sediment, unless other methods are agreed to in writing with the Forest Service.

14. Landings shall be designed in accordance to B6.422, shall be as small as operationally feasible, and shall be agreed to in writing by the Forest Service.

15. All landings will be designed to provide adequate drainage to protect the adjacent resources.

16. Areas to be covered with fill material shall be cleared of logs and cull woody material over 4 inches in diameter and/or 8 feet long.

17. Where side slopes exceed 45 percent, waste material shall be end-hauled to locations authorized in writing by the Forest Service.

18. Placement of rock ballast shall not take place unless mutually agreed to in writing by the Forest Service.

19. Rock ballast shall not exceed 4 inches in depth, unless mutually agreed to in writing by the Forest Service. Landing cut and fill slopes shall be left at no steeper than 1 ½ to 1 upon completion of sale operations.

20. Any culverts replaced shall be removed and disposed of by Purchaser off of National Forest lands.

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

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

See Contract Road Maintenance Requirements Summary Table.

C5.31# - 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-803	T-811	T-813	T-834	T-836	T-838	T-839	T-842	T-851	T-854
2657845	unit 2	road 840	0.4	P			P			P	P	P	
2657840	road 845	road 2657	0.6	P		P	P		P				
2657	road 840	hwy 126	2.1	P		P	P		P				P

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To		T-803	T-811	T-813	T-834	T-836	T-838	T-839	T-842	T-851	T-854
2657845	unit 2	road 840	0.4	P			P			P	P	P	
2657840	road 845	road 2657	0.6	P	P		P		P				
2657	road 840	hwy 126	2.1	P	P		P		P				P

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications									
	From	To		T-803	T-811	T-813	T-834	T-836	T-838	T-839	T-842	T-851	T-854
2657845	unit 2	road 840	0.4							P			
2657840	road 845	road 2657	0.6						P				
2657	road 840	hwy 126	2.1						P				

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

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION TABLE PURSUANT TO
C5.31# - ROAD MAINTENANCE REQUIREMENTS (7/01)

1	2	3			4	5	6			7	8	9	
Road No. and Termini	Special Project Specifi-cation	Travel Way			Brushing And Log Out	Surfacing	Dust Abatement			Seasonal Mainte-nance	Snow Removal	Post Haul	
		Width	Cross Slope	Comp			Product	Applic Rate	Width			Block	Treat
2657 Hwy 126 To 2657840		EX	AI	A	3 Ft. LEFT & RIGHT, OPT	50 CY, grading T as staked by FS					JU		
2657840 2657 To 2657845		EX	AI	A	3 Ft. LEFT & RIGHT, OPT								
2657845 2657840 To Unit Bdy		EX	AI	A	1 Ft. LEFT & RIGHT, OPT					T-839		PR	PR

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO C5.31# - ROAD MAINTENANCE REQUIREMENTS (7/01)

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

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO C5.31# - ROAD MAINTENANCE REQUIREMENTS (7/01)

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

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

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

Cultural Resource Protection Measures: **NA**
Wildlife and Botanical Protection Measures: **1) Restrict all operations during March 1 - July 15 (Northern Spotted Owl) for Subdivision 2.**
Cave Resource Protection Measures: **NA**

C6.29# - PROTECTION OF HABITAT OF NESTING NON-THREATENED, ENDANGERED AND SENSITIVE RAPTORS *(09/2004)*

Location of areas needing special measures for protection of nesting non-TE&S raptors, colony nesting birds, and species with designated protection outlined in the ROD for Amendments to Forest Service and Bureau of Land Management Planning Documents Within the Range of the Northern Spotted Owl (1994), are shown on the Sale Area Map and identified on the ground. Measures needed to protect such areas have been included elsewhere in this contract or as follows: **NA**
If protection measures prove inadequate or if other such areas are discovered, Forest Service may either terminate the sale under B8.34 or unilaterally modify this contract to provide additional protection regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

In the events of contract modification under this Subsection, Purchaser shall be reimbursed for any additional protection required by the modification, provided that any work or extra protection required shall be subject to prior approval by Forest Service. Amount of reimbursement shall be determined by Forest Service using standard Forest Service rate redetermination methods in effect at time of agreed change and shall be in the form of a reduction in Current Contract Rates unless agreed otherwise in writing. However, in no event may Current Contract Rates be reduced below Base Rates.

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

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

See attached schedule.

C6.315# - SALE OPERATION SCHEDULE (06/94)

Subdivision	Operating Conditions	Purpose
ALL	Restrict ground based operations to Normal Operating Season. **<u>Factors to consider, when evaluating a waiver request</u>:** • Lower soil moisture content • Minimal standing water • Non clay soils • Existing soil disturbance • Existing soil exposure • Existing soil compaction • Anticipated weather conditions • Opportunities to work on snow • Anticipated ground base method	Minimize soil resource impacts
ALL	Restrict all operations during approximately the 3rd week in October, including the Friday before, through the end of the Friday following. All commercial vehicle traffic shall be restricted on all Forest roads during this period.	Cascade Bull Elk Rifle Season
All	No operations allowed evenings, weekends or during long holiday periods (Memorial Day, 4th of July and Labor Day), unless waived by Contracting Officer.	Recreation Users/ Public Safety
2	Restrict all operations during March 1 - July 15.	Protect the spotted owl.

C6.32# - PROTECTION OF RESERVE TREES *(04/2004)*

Purchaser's damage or destruction of reserve trees described in C2.3# will cause serious and substantial silvicultural or other damage to the National Forest. It will be difficult if not impossible to determine the amount of such damage. Therefore, Purchaser shall pay as fixed, agreed, and liquidated damages $ **500.00** for each **Seed** reserve tree and $ **NA** for each **NA** reserve tree damaged or destroyed by Purchaser's Operations, in addition to amounts payable under B3.45 and B3.46.

Damage, as used herein, includes any injury to the living crown, bole, or roots of reserve trees. If areas are marked on the ground around such reserve trees, operation of heavy equipment or skidding of products within the area shall be considered to be damage to the tree.

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

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

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

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

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

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

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

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

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

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

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

See attached table.

C6.41# -Specific Requirements (01/2000)

FELLING METHODS	SUBDIVISIONS
1. Directional Felling shall be utilized to fall away from designated streamscourses, buffers, residual trees or as directed.	All
2. Directional Felling shall be utilized to fall included timber away from Forest Road 2657840.	1
FELLING EQUIPMENT	**SUBDIVISIONS**
The use of tree jacks, wedges or tree lining may be required, however, the required methods used shall not be limited to these options.	ALL

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

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

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

See attached table for requirements.

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

YARDING/SKIDDING REQUIREMENTS	Subdivision
A/. Prior to ALL operations commencing, purchaser shall submit a plan of operations, specifying, but, not limited to: **1.** haul road access to and from unit, **2.** all proposed temporary spur roads, **3.** landings, **4.** skid trails and roads, **5.** decking areas.	**ALL**
B/. Ground based yarding permitted/restricted to predesignated and approved skidtrails in subdivisions and portions of subdivisions. **1.** No more than 2 mainline skidtrails or skidroads shall radiate from landings. Secondary or feeder skidtrail or skidroad use will be maximized in order to minimize the number needed and to avoid excessive compaction and/or disturbance. **2.** No ground based yarding across designated streamcourses. **3.** Skid trails will be spaced no closer than 75 feet, from center line to center line. **4.** Ground based yarding equipment will be equipped with an arch and a winch line, a minimum of 50 feet. **5.** A **ground based yarding system** capable of transporting logs 500 feet, utilizes an arch or equivalent system of elevating the lead end of the log and a cable drum system w/ a bull line, track mounted skidder, or yarding cat. **6.** Yarding and skidding is restricted to slopes 30% or less. Short, isolated pitches up to 40% may be approved. **7.** Ground based equipment will be restricted from operating within 90 feet of streams.	**ALL**
C/. Yarding/Skidding Requirements **1.** Pre-bunching equipment is permitted on slopes up to 45%. **2.** No fueling or fuel storage within 150' of a stream or water body. **3.** All acess points for temporary roads and skidroads (main or secondary) to Forest road 2657 and 2657840 shall be no closer than 200'(feet) spacing slope distance.	**ALL**

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

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

On slopes greater than **30** percent, erosion control measures will be done with methods other than mechanized equipment, unless otherwise agreed.

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

(a) Where staked or otherwise marked on the ground by Forest Service, seed, fertilizer, and mulch will be applied as indicated below in the seeding, fertilizing, and mulching schedule. All applications shall be current and done during the period from **May 1 to May 31** to **October 1 to November 30** unless otherwise agreed to. Applications shall be done only during favorable conditions. If Purchaser and Forest Service agree, seed can be applied and covered within 10 days of ground disturbance, and may be done outside the required periods.

(b) Where shown on Sale Area Map, landings, Temporary Roads and/or skidtrails/roads shall be scarified to a depth of **3 - 6** inches to provide a seedbed for grass seed, fertilizer, and mulch. Seed, fertilizer, and mulch shall be spread evenly at the rates shown in the table. When the seed, fertilizer, and mulch are applied in separate operations, the second or third operations shall be within 10 days of the first or second.

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

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

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

germination, (6) percentage of purity, (7) percentage of weed seed content, and (8) certification that no noxious weed seeds in excess of established state limitations are present in any kind of seed.

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

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

See attached application schedule.

APPLICATION SCHEDULE PURSUANT TO C6.6# - EROSION CONTROL AND SOIL TREATMENT BY PURCHASER (07/01)

	AREAS	SEED		FERTILIZER		MULCH	
PAYMENT UNIT OR UNIT NUMBER	A) SKID TRAILS B) FIRELINES C) TEMP. ROADS D) LANDINGS E) OTHER	APPLICATION		APPLICATION		APPLICATION	
		SPECIES 1/mixture	LBS/AC	TYPE 2/	LBS/AC	TYPE 3/	LBS/AC
ALL	A, C, D.	1/	20	N/A	N/A	N/A	N/A

1/ Seed mixture will be any of the following: winter wheat, spring wheat, or triticale. Seed will be certified weed free (Blue tag). Application rate will be 20 lbs/acre.

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

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

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

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

For mixtures of seed, each ingredient in excess of 5 percent must be listed with its percentage by weight and its germination percentage.
Legumes must be innoculated with nitrogen fixing bacteria before planting. The label must show the expiration date of the innoculant.
All seed treated with a fungicide or pesticide must be labeled that it is "treated" giving the name of the chemical used, and an appropriate warning or a caution statement.

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

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

4/ All skid trails/roads used by Purchaser that have a mineral soil exposed for lineal distances based on he slope of the skidtrail

Waterbars will be spaced every 100 feet on slopes less than 10%,
Waterbars will be spaced every 75 feet on slopes of 10-19%,
Waterbars will be spaced every 50 feet on slopes of 20-39%,
Waterbars will be spaced every 25 feet on slopes greater than 40%.

Waterbar locations should occur where local terrain feature facilitates effective drainage of the skidtrail. Install waterbars at a 45-degree angle to the slope, pointing downslope towards the drain of the slope. Outlet shall be lower than the inlet of the waterbar at all times. Side berms shall not occur, which, would negate the transfer action of the waterbar. The outlet of the waterbar shall be armored with material that is present to aid in the reduction of erosion at the outlet.

Treated areas shall span the total width of compaction. Water barring shall be kept reasonably current and shall be done during Normal Operating Season unless otherwise agreed.

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

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

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

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

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

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

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

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

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

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

See attached specifications.

DETAILED SLASH DISPOSAL PLAN
Kafka Timber Sale
Willamette National Forest, McKenzie River Ranger District

- In accordance with Contract Provisions C6.74#, Slash Treatment Requirements and Detailed Slash Disposal Plan
- Not with standing Contract Provision C6.74#

Purchaser responsibilities are as follows:

A) **Construction and size of landing piles:** The purchaser shall pile substantially all created slash at least 1 inch in diameter on the small end and at least 3 feet in length. Created slash shall be piled as compact as possible and free of soil and rocks. Landing piles shall be a minimum of 8 feet in height and 8 feet in diameter. Height of piles should not exceed 20 feet and should be approximately equal to the diameter. The area around each pile shall be cleared of all created slash a minimum of 6 feet. All pieces extruding from piles shall be bucked off to facilitate covering after construction.

B) **Construction and size of grapple piles: Sub Divisions #1, #11, #2, #21, and #3:** Substantially all created slash within designated areas of the above listed sub divisions shall be grapple piled. Grapple piles will be constructed with a "lift and pile" mechanism rather than a "push and pile" mechanism. Piles shall be as compact as possible and free of soil and rocks. Pile created slash that is at least 1 inch in diameter at the small end and at least 3 feet in length. Pile height shall be approximately equal to pile diameter. The area around each pile shall be cleared of all created slash a minimum of 6 feet. All pieces extruding from the piles shall be bucked off to facilitate covering after construction.

C) **Location of all landing and grapple piles:** Slash piles will be located to minimize damage of standing green trees and snags during burning. Unless otherwise agreed, this will be construed to be at least 12 feet from standing green trees and snags. Piles should not be built on tree stumps or heat sinks. Piles should not be located in the bottom of draws, streams, or ditches and should not obstruct roadways.

D) **Covering of all grapple piles:** All grapple piles shall be covered with polyethylene plastic film .004 inches thick. Plastic size shall be approximately 100 square feet to ensure rapid ignition and efficient combustion. Plastic shall be placed in locations that will ensure safe and adequate ignition can be achieved to allow full consumption of piles. Pieces of burnable material shall be placed on top of the plastic to keep plastic from filing with wind and blowing off.

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

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

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

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

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

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

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

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

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

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

R6 - C6.851

C6.851 - WEIGHT OF LOST LOADS (06/13)

If weight (TON) is the unit of measure for payment purposes, Purchaser shall present all loads for weighing and shall furnish a weight ticket for each load pursuant to a weighing services agreement. Any load for which no weight ticket is furnished shall be considered a lost sample load with a weight equal to the weight of the heaviest load presented during the billing period, as established by the Forest Service.

INSTRUCTIONS: Include in all new contracts where TON is the unit of measure in A2.

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

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

A. Fire Security.

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

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

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

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

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

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

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

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

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

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

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

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

C. Spark Arrestors and Mufflers.

Each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard 5100-1a as shown in the National Wildfire Coordination Group Spark Arrester Guide, unless it is:

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

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

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

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

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

D. Fire Tools.

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

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

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

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

E. Tank Truck.

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

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

agreement.

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

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

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

F. Communications.

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

G. Smoking and Open Fire Restrictions.

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

H. Blasting.

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

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

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

I. Compliance with State Fire Laws.

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

J. Aircraft Communications.

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

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

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

K. Logging Block Equipment.

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

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

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

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

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

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

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

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

LEVEL INDUSTRIAL FIRE PRECAUTION

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

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

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

III. Partial shutdown - The following are prohibited:

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

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

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

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

IV. General shutdown - All operations are prohibited.

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

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

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

described in A12.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C8.3# (OPTION 1) - CONTRACT CHANGES *(06/2004)*

Contract changes involving volumes and/or values will use a weightratio of **2.95** to convert net CCF cruise volumes to TONS.

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

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

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

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

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

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

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

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

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

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

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

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

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

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

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

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

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

C8.71 - TRIPARTITE LAND EXCHANGE *(04/1999)*

Purchaser agrees that timber values for which cash payment is required under B4.0 may be applied to any land exchange transaction authorized by law under which the owner of offered lands agrees to accept the money value of timber sold for the value of land granted to the United States.