

CT2.35# (OPTION 1) - INDIVIDUAL TREE DESIGNATION (06/2008)

All trees Marked with blue paint 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 paint, or identified by boundary tags, are not to be cut, unless designated by the Forest Service.

CT4.211 - DOWNPAYMENT (06/2007)

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

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

CT4.212 - TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)

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

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

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

CT4.4 - 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, Contracting Officer will suspend all or any part of Purchaser's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

- (i) Slash disposal and road maintenance deposits;
- (ii) Cooperative work at rates established by specific agreement under BT4.218;
- (iii) Damages pursuant to BT9.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to BT4.22;
- (vi) Periodic payments pursuant to BT4.213;
- (vii) Extension Deposits pursuant to BT4.217; and
- (viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under BT9.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date 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.

CT5.1# (OPTION 1) - TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008)

In addition to the requirements of BT5.1 and BT6.63, 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 N/A cubic N/A of rock for Temporary Roads, landings, or other temporary uses, such rock shall be obtained from commercial sources.

PLANS AND/OR CRITERIA PURSUANT TO CT5.1# (OPTION 1) - TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008)\_  
N/A

CT5.31# - 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.**

CT5.31# – ROAD MAINTENANCE REQUIREMENTS. (7/01) Purchaser shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

**Contract Road Maintenance Requirements Summary**

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications													
	From	To		T-803													
2400	8.2	8.7	0.1	P													
2400025	0.0	0.2	0.2	P													
2400031	0.0	1.0	1.0	P													

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To		T-803	T-839	T-831	T-834						
2400	8.2	8.7	0.5	P	P	P	P						
2400025	0.0	0.2	0.2	P	P	P	P						
2400031	0.0	1.0	1.0	P									

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications									
	From	To		T-803	T-839	T-831	T-834						
2400	8.2	8.7	0.5	P	P	P	P						
2400025	0.0	0.2	0.2	P	P	P	P						
2400031	0.0	1.0	1.0	P									

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

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

## T-803 - SNOW REMOVAL (05/07)

## 803.01 Description

This Section provides for removal of snow from roads to facilitate logging operations and safe use.

## 803.02 Maintenance Requirements

- (1) Erect signs required by the Sign Plan in the SUPPLEMENTAL SPECIFICATIONS.
- (2) Perform work in a manner to preserve and protect roads and appurtenances, and prevent erosion damage to roads, streams, and other Forest values.
- (3) Do not undercut banks. Do not blade gravel or other surfacing material off the road.
- (4) Keep roadbed drainage ditches, drain dips, and culverts functional when needed during operations and upon completion of operations.
- (5) Control snow removal to identify the usable traveled way having roadbed support. Reshape over-width plowing as necessary to define the usable width.
- (6) Space, construct, and maintain drainage holes in the dike of snow or berm caused by snow removal operations. Place drain holes to obtain surface drainage without discharging on erodible fills.
- (7) Close roads to wheeled vehicles at times and in the manner specified in C(T)5.12 or the Road Rules document.
- (8) Upon seasonal completion of Purchaser's Operations, effectively block the road by a snow barricade, unless otherwise approved by the Contracting Officer.
- (9) Remove snow for either public access or project use as established in the SUPPLEMENTAL SPECIFICATIONS and meet the following requirements:
  - (a) Removal for Public Access (Method JU) - Remove snow from all of the traveled way, including turnouts, for safe and efficient use for both timber transportation and the public. Remove intruding windfalls, debris, or slough and slide material for the full width of the traveled way and deposit out of drainage's at locations designated by the Contracting Officer.
  - (b) Removal for Project Use (Method TS) - Remove snow from all or part of the traveled way, including sufficient turnouts for safe and efficient use for timber transportation and to protect the road. Remove intruding windfalls, debris or slough and slide material and dispose of only as necessary to provide passage for timber transportation. Removed materials may be deposited off the traveled way or outside the traveled way at locations designated by the Contracting Officer.
- (10) When directed by the Contracting Officer, replace in kind, within sixty (60) days after the start of Normal Operating Season, any surfacing material which has been bladed off the road, unless otherwise agreed. Contracting Officer will notify Purchaser in writing as to the cubic yard equivalent of bladed off material by the start of the normal operating season.

803.03 Equipment

Purchaser may use any type of equipment to remove snow, providing:

- a. Type or use of equipment is not restricted in C(T)5.12 or Road Rules document.
- b. Equipment is of the size and type commonly used to remove snow and will not cause damage to the road.
- c. The use of plows or dozers to remove snow requires written approval by the Contracting Officer. Equip plows or dozers with shoes or runners to keep the dozer blade a minimum of 2 inches above the road surface unless otherwise approved by the Contractor Officer.

803.04 Ice Control

Ice control may be performed by Purchaser when approved by the Contracting Officer in writing. Such approval will include ice control materials, application rates, and any specific requirements of use.

T-831 DITCH MAINTENANCE (10/07)

831.01 Description

This Section provides for routine maintenance of various types of ditches to provide a waterway which is unobstructed, as shown on the ROAD LISTING or DESIGNATED ON THE GROUND.

831.02 Maintenance Requirements

- A. Maintain ditches by removing rock, soil, wood, and other materials. Maintained ditches shall function to meet the intent of the original design.
- B. Undercutting backslopes during removal operations is not permitted.
- C. Suitable material up to 4 inches in greatest dimension removed from the ditches may be blended into existing native road surface and shoulder or placed in designated berm.
- D. Do not blend material from ditch cleaning operations into aggregate surfaced roads. Do not blade material across aggregate or bituminous surfaced roads, unless approved in writing by the Contracting Officer.
- E. Haul material in excess of 831.02 D or subject to 831.02 E to a designated waste area under Section T-832. Remove excess materials temporarily stored on the ditch slope or edge of the shoulder daily.
- F. Remove limbs and wood chunks in excess of 12 inches in length or 3 inches in diameter from ditches and place outside the roadway.
- G. Clean paved surfaces of all materials resulting from ditch maintenance work.
- H. Shape lead-off ditches to drain away from the traveled way.
- I. Where DESIGNATED ON THE GROUND, included in the ROAD LISTING, SHOWN ON THE DRAWINGS or as ordered by the Contracting Officer invasive species of concern prevention practices shall be followed as listed below.

Invasive Species of Concern Prevention Practices
N/A

T-834 DRAINAGE STRUCTURE MAINTENANCE (10/07)

834.01 Description

This work consists of cleaning and reconditioning culverts and other drainage structures.

834.02 Maintenance Requirements

- A. Clean drainage structures, inlet structures, culverts, catch basins, and outlet channels specified in the SUPPLEMENTAL SPECIFICATIONS. Clean catch basins by removing the material within the area SHOWN ON THE DRAWINGS.
- B. Clean the transition from the ditch line to the catch basin a distance of 10 feet from the catch basin. Clean outlet channels and lead-off ditches a distance of 6 feet. Remove and place debris and vegetation so as to not enter the channel or ditch, or obstruct traffic. Haul debris and vegetation to a designated disposal area in accordance with Section T-832.
- C. Hydraulic flushing of drainage structures is not allowed unless provided for in the SUPPLEMENTAL SPECIFICATIONS.
- D. Cleaning and reconditioning are limited to the first 3 feet of inlet and outlet, determined along the top of the structure. Recondition culvert inlet and outlet by field methods such as jacking out or cutting away damaged metal which obstructs flow. Treat cut edges with a zinc rich coating, in accordance with AASHTO M 36M and ASTM A 849.
- E. Where DESIGNATED ON THE GROUND, included in the ROAD LISTING, SHOWN ON THE DRAWINGS or as ordered by the Contracting Officer invasive species of concern prevention practices shall be followed as listed below.

Invasive Species of Concern Prevention Practices
N/A

## T-839 MAINTENANCE FOR PROJECT USE (05/07)

## 839.01 Description

Work consists of providing minimum access required for Purchaser's Operations and associated Forest Service contract administration and preventing unacceptable resource or road damage.

## 839.02 Maintenance Requirements

- A. Purchaser is authorized to perform the following maintenance to provide vehicle passage and drainage:
1. Removing log, earth, and rock barriers and/or improving existing road junctions to enable vehicle access as mutually agreed.
  2. Smoothing or filling existing cross ditches and water bars.
  3. Installing Purchaser-furnished culverts or other temporary drainage structures for shallow stream crossings as approved by the Contracting Officer.
  4. Removing brush, fallen trees, rocks, and other materials from the traveled way and other locations that interfere with needed maintenance:
    - a. Place all removed materials away from drainages.
    - b. Limb and remove timber which meets utilization standards or deck at locations approved by the Contracting Officer. Scatter other woody materials, including limbs, off of and below the roadbed without creating concentrations.
  5. Clean and recondition drainage structures in accordance with Section T-831 and Section T-834.
  6. Reposition or ramp over slough and slides to provide adequate width of traveled way material.
  7. Provide traveled way drainage above slumps and seal cracks in slump area. Ramp the slumps on both ends into undisturbed roadbed to provide usable width unless otherwise ordered by the Contracting Officer.
- B. During use, the traveled way shall not channel water along the road. Prior to seasonal periods of anticipated rains and runoff, perform the following work:
1. Shape the traveled way and roadbed to drain.
  2. Reinstall removed cross ditches and water bars and provide any additional drainage structures necessary to offset changes through use and maintenance.
  3. Perform work outlined in 839.02 A (5), (6), and (7).
  4. During periods of non use, replace original barrier or provide and maintain standard MUTCD, Type 3, barricades unless alternate type barriers are approved by the Contracting Officer.

## 839.03 Post Haul Requirements

- A. Upon completion of project use perform such work as needed to reasonably conform to the character of the existing road prior to Purchaser's maintenance for project use, unless otherwise provided in the SUPPLEMENTAL SPECIFICATIONS or the Road Listing. Work shall be in addition to requirements of 839.02 B and in accordance with 839.03 B and C.
- B. Roads designated in the Road Listing to be blocked shall conform to the requirements of Section T-835. Unless otherwise approved by the Contracting Officer, remove Purchaser-installed temporary structures from National Forest System land. Associated commercially-obtained materials shall remain the property of the Purchaser.
- C. Remove or reshape Purchaser improvements at road junctions, as approved by the Contracting Officer at the time of improvement.

CT6.315# - SALE OPERATION SCHEDULE (06/1994)

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

**See attached schedule.**

SCHEDULE PURSUANT TO CT6.315# - SALE OPERATION SCHEDULE (6/94)

<u>Payment Unit</u>	<u>Operating Conditions</u>	<u>Purpose</u>
All	No operations can begin until the Forest Service receives a copy of \$1,000,000 liability insurance	To ensure repair or replacement of damaged improvements (BT6.22)

CT6.405 - ALTERNATE REMOVAL OF INCLUDED TIMBER (05/2005)

Purchaser and Forest Service may agree to alternate removal requirements of Included Timber contained in AT2. 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 Payment Units 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 Payment Unit will be removed from the Sale Area under BT6.36.

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

CT6.41# - SPECIFIC REQUIREMENTS (01/2000)

Notwithstanding BT6.41, BT6.411, BT6.5, and BT6.61, 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 Payment Units 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.**

Sale Name: Big Creek Admin Sale

TABLE PURSUANT TO CT6.41#  
SPECIFIC REQUIREMENTS

FELLING METHODS

PAYMENT UNITS

Directional felling away from residual trees, foot paths, picnic tables, fire rings, shelters, vault toilets, gates, signs, well heads, and other improvements located within the payment unit.

All

Timber designated to be cut shall be felled in a manner to Maximize protection of residual trees and facilitate all yarding operations, unless otherwise agreed to in writing by the Forest Service.

All

CT6.42# - YARDING/SKIDDING REQUIREMENTS (06/2010)

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 felling, construction or use.

**See attached table for requirements.**

TABLE PURSUANT TO CT6.42#  
YARDING/SKIDDING REQUIREMENTS (04/2003)

<u>YARDING/SKIDDING REQUIREMENTS</u>	<u>PAYMENT UNITS</u>
Skid trails/roads shall be designed to protect improvements, and maximize the protection of residual trees and soils.	All payment units
Purchaser should utilize rub trees, rub stumps, and other appropriate methods to ensure protection of residual trees.	All payment units
When skidding, the leading end of each log must be suspended at all times.	All payment units
Skid trails/roads may be no wider than 12 feet.	All payment units

CT6.422 - CONSTRUCTED LANDINGS (07/2001)

In an effort to avoid irreparable soil and watershed damage, in areas on Sale Area Map designated "Landing Construction Critical", Purchaser shall construct landings in accordance with the following plans and specifications.

## OLYMPIC NF LANDING CONSTRUCTION SPECIFICATIONS PURSUANT TO CT6.422 - CONSTRUCTED LANDINGS (7/01)

CLEARING: Stumps and other vegetative material shall not be left hanging over the top of the excavated area. Clearing limits shall be marked on the ground and be approved by Forest Service.

DEBRIS DISPOSAL: All vegetative material at least 3 inches diameter and 3 feet long, which does not meet Utilization Standards in AT2, shall be disposed of in accordance with CT6.74#. This material may be scattered in the unit when agreed to by Forest Service.

EXCAVATION: Excavation will be by full bench construction unless prior written agreement is reached as to where excavated material may be used as fill material where it will hold on slopes up to 55%.

PROTECTION OF PERMANENT ROADS: When landings are located on system roads, Purchaser's landing construction activity will be designed to minimize damage to the road. After the landing has served Purchaser's purpose, the road will be returned to its original condition as soon as weather conditions permit.

EXCESS EXCAVATION DISPOSAL: Excavated material that is not utilized shall be hauled to a disposal site as designated by Forest Service. Excavated material shall be stockpiled at the disposal site. Excavated areas shall be backfilled with the stockpiled material when necessary to complete the work. Frozen material shall not be placed in embankments. Rocks which are too large to be incorporated in the embankment shall be broken as necessary for incorporation into the embankment; or maneuvered to the face of the embankment and embedded so that they will not roll, nor obstruct the use and maintenance of the roadbed; or move to approved locations.

ROCK SOURCE AND USE: Refer to CT5.1# (Option 1).

CT6.6# - EROSION CONTROL AND SOIL TREATMENT BY THE PURCHASER (07/2001)

Erosion prevention and control work required by BT6.6, 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 BT6.6 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 in the attached seeding, fertilizing, and mulching schedule. All applications shall be current and done during the period from N/A to N/A unless otherwise agreed to. Applications shall be done only during favorable conditions. If Purchaser and Forest Service agree, seed can be applied and covered within 10 days of ground disturbance, and may be done outside the required periods.

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

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

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

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

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

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

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

**See attached application schedule.**

APPLICATION SCHEDULE PURSUANT TO CT6.6# - EROSION CONTROL AND SOIL TREATMENT  
BY PURCHASER (07/2001)

**N/A**

CT6.7 - 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 CT7.201.

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 CT6.74#.

Forest Service may also enter into a written agreement with Purchaser for the Purchaser to remove slash from landings, subject to BT3.41. 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.

CT6.74# - SLASH TREATMENT REQUIREMENTS (02/2002)

Purchaser shall pile, burn, yard, construct firelines or otherwise treat slash defined in CT6.7, within designated areas. Work required of Purchaser shall be in accordance with the following slash plan and specifications, and the Sale Area Map.

Unless otherwise agreed, or shown in 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 following specifications.**

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

Logging Slash

I. Logging Slash

All slash shall be piled in the area indicated on the Sale Area Map.

Pile height shall be at least two-thirds that of the width. Slash shall be piled on noncombustible material.

Piles will be covered with Kraft 30-30-30 paper or polyethylene plastic or equivalent having a minimum of .012 inch thickness. Covering shall be placed midway vertically in the pile in one continuous sheet covering not less than 60 percent of the surface area of the pile. Slash will be placed on top of cover material to hold it in place. Covering will be concurrent with piling.

CT6.8 - MEASURING (08/2000)

The estimated quantity of timber in AT2 was determined in advance of advertisement. Any timber subsequently added or deleted under BT2.13, BT2.14, BT2.15, BT2.31, BT2.32, BT2.33, BT2.34, BT2.35, or BT2.37 will be measured by the Forest Service and formulated using Forest Service Handbook 2409.12, Timber Cruising Handbook Standards, unless otherwise agreed to in writing.

CT6.84 - ACCOUNTABILITY (06/2006)

The following requirements are applicable to product removal permits:

1. Forest Service will issue to Purchaser or designated representative(s) serially numbered Product Removal Permit Books for use only on this sale. Product Removal Permit Books, whether used or unused, shall be returned to issuing Forest Service Office in accordance with instructions contained on cover of each book.

2. All permits shall be completed and attached to load by an individual named in writing, other than the truck driver in accordance with the instructions on the inside cover of the Product Removal Permit Book. Product Removal Permit will be attached prior to removal from the immediate vicinity where loading is done. The permit will remain attached until the load is decked at the delivery point.

When products are manufactured on site and removed as chips, the permit shall be attached to a 12" x 18" vertically mounted board on the front panel on the driver's side of the conveyance unit. The previously validated Product Removal Permit shall be removed from the board before attaching a new permit. The board's texture, density, and thickness shall be such as to accommodate construction type staples and be of durable material for securing the attached permits.

3. Purchaser shall require truck drivers to stop when requested by Forest Service for purposes of monitoring accountability when products are in transit. Methods to be used to alert drivers of an impending stop shall be agreed to in advance of hauling products.

CT6.84 (OPTION 1) - USE OF PAINT BY PURCHASER (05/2005)

Notwithstanding BT6.81, 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.

CT7.1 - 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 CT7.2 - 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 AT11, 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.

CT7.2 - SPECIFIC FIRE PRECAUTIONS (09/2002)

When the industrial fire precautions level is I or higher, unless waiver is granted under CT7.22, 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 Extinguishers 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 0 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 0 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 Arresters 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 BT7.21.

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 rubber or poly 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 hoses 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.

CT7.201 - BURNING BY PURCHASER (01/1993)

Notwithstanding the Fire Precautionary Period limitation of BT7.2, the Purchaser is required to obtain written permission from the Forest Service prior to any burning on the National Forest Lands.

CT7.22 - 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.

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Closed Season (Fire Precautionary Period): That time period each year when a fire hazard exists as described in AT9.

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 BT7.21, 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.

CT8.13 - 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 BT8.33, or for termination remedies pursuant to BT8.34.

CT8.66# (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 Port Orford-cedar or 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 Subsection, Forest Service may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Subsection, Forest Service will not be liable for any Claim submitted by Purchaser relating to the termination.