

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

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

Species	Product
Douglas-fir	Grn 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 LTM/DTR reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Reserve trees are identified by One, two, or three bands of orange tracer paint 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 trees meeting the attached designation description which meet the minimum tree diameter stated in A2 are designated for cutting. Additional timber to be cut, if any, will be designated for cutting in accordance with B2.37.

Leave trees, Marked with Orange tracer paint, or identified by the description in the attached table are not to be cut, unless designated by the Forest Service.

See attached table.

SUBDIVISION	DXD SPACING	INCLUDED TIMBER
31, 31a, 61b, 64, 64c, 64d, 64e 80	15'	<p>Live <b><u>DF</u></b> within <b><u>15 feet</u></b> of a live, orange painted boundary tree of 8 inches or greater in diameter at DxD stump height is designated for cutting.</p> <p>Live <b><u>DF</u></b> within <b><u>15 feet</u></b> of a live <b><u>DF</u></b> with a larger DxD stump diameter are designated for cutting. All live trees with a larger stump diameter will remain standing after logging is complete.</p>
35, 38, 48, 49, 53, 56, 57	16'	<p>Live <b><u>DF</u></b> within <b><u>16 feet</u></b> of a live, orange painted boundary tree of 8 inches or greater in diameter at DxD stump height is designated for cutting.</p> <p>Live <b><u>DF</u></b> within <b><u>16 feet</u></b> of a live <b><u>DF</u></b> with a larger DxD stump diameter are designated for cutting. All live trees with a larger stump diameter will remain standing after logging is complete.</p>
42a, 55, 55a	16'	<p>Live <b><u>DF</u></b> within <b><u>16 feet</u></b> of a live, orange painted boundary tree of 8 inches or greater in diameter at DxD stump height is designated for cutting.</p> <p>Live <b><u>DF</u></b> within <b><u>16 feet</u></b> of a live <b><u>DF, NF, PS</u></b> with a larger DxD stump diameter are designated for cutting. All live trees with a larger stump diameter will remain standing after logging is complete.</p>
33, 47, 47b, 51	17'	<p>Live <b><u>DF</u></b> within <b><u>17 feet</u></b> of a live, orange painted boundary tree of 8 inches or greater in diameter at DxD stump height is designated for cutting.</p> <p>Live <b><u>DF</u></b> within <b><u>17 feet</u></b> of a live <b><u>DF</u></b> with a larger DxD stump diameter are designated for cutting. All live trees with a larger stump diameter will remain standing after logging is complete.</p>
39, 40a	19'	<p>Live <b><u>DF</u></b> within <b><u>19 feet</u></b> of a live, orange painted boundary tree of 8 inches or greater in diameter at DxD stump height is designated for cutting.</p> <p>Live <b><u>DF</u></b> within <b><u>19 feet</u></b> of a live <b><u>DF</u></b> with a larger DxD stump diameter are designated for cutting. All live trees with a larger stump diameter will remain standing after logging is complete.</p>
33a, 33b, 33c, 33d, 35a, 35b, 39a, 40, 47d, 47e, 59	LTM	<p>All live <b><u>conifers except for sugar pine and Pacific yew</u></b> 8 inches or greater at stump height are designated for cutting.</p> <p>Leave all trees marked with a single band of orange paint.</p>
All	N/A	<p>Leave all trees greater than <b><u>35"</u></b> diameter at DxD stump height. If felled for operational purposes these trees shall remain in place unless otherwise agreed to by the Forest Service.</p>

38, 80, 47, 48, 49, 51, 53, 56	DTRs	<p>All live <u>Included Timber for the specified subdivision</u> 8 inches or greater at stump height within <u>66 feet</u> slope distance, measured stump to stump of a tree marked with two horizontal bands of orange paint within the unit boundary, are designated for cutting.</p> <p>Leave all trees greater than <u>35"</u> DxD stump height. If felled for operational purposes these trees shall remain in place unless otherwise agreed to by the Forest Service.</p>
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C3.34 - EMERGENCY RATE REDETERMINATION (06/2022)

Forest Service shall redetermine rates for each species if, upon Purchaser's application, Forest Service determines that, because of changes in the timber market since the award date or the last rate redetermination under this provision, the Producer Price Index identified in A20 has declined by 25 percent or more. Rates shall be redetermined under B3.3 and for species where the rates declined, shall be considered established under B3.1 for timber Scaled after Purchaser's application. Increases in species rates will not be considered. This provision shall not apply during the period of a Contract Term Extension.

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.**

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

Included Timber	Time Limits
All	60 days after felling is started
All timber decked during temporary road construction clearing.	60 days after felling on each Specified Road constructed by Purchaser is initiated.
Timber decked during road reconstruction.	60 days after road segment is accepted.

C4.211 - DOWNPAYMENT. (07/2022)

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).

Notwithstanding C4.212, the downpayment amount shown in A18 shall be redetermined for rates redetermined under B3.31, B3.32, B3.33 or C3.34. The revised downpayment amount shall be equivalent to 10 percent of the total redetermined value, plus 20 percent of the bid premium. If at time of award, a higher or different downpayment requirement was required, the redetermined downpayment amount will be at the downpayment rate required at time of award and based on total redetermined value.

This provision shall be applicable where B4.211 is referenced elsewhere in the contract.

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.

C4.213 - PERIODIC PAYMENT (04/2023)

Purchaser shall make periodic payments for stumpage value, as shown in A19.

If Purchaser has not paid the amount(s) stated in A19 as stumpage for volume removed by the periodic payment determination date(s), Forest Service shall issue a bill for collection for the difference between the required amount and payments made by Purchaser. If payment(s) fall due on a date other than a normal billing date, the payment date shall be extended to coincide with the next Timber Sale Account billing date.

The amount of the periodic payment(s) will be reduced if the payment(s) would result in Purchaser's credit balance for timber charges exceeding the Current Contract Value.

Only cash may be used for this purpose. No other form of payment is acceptable. Forest Service will apply the payments to subsequent charges on this contract under the terms of B4.212.

Periodic payment amount(s) shown in A19 will be revised when periodic payment amount(s) have not been reached at time of rate redetermination under B3.3. When shown in A19, the initial payment amount will be equal to 1) or 2), whichever is greater:

- 1) 35 percent of the sum of:
  - a) the Current Contract Value following the rate redetermination; and
  - b) the total value of timber scaled prior to establishing redetermined rates. Or
- 2) 50 percent of the sum of estimated quantities at bid premium rates.

When shown in A19, the additional payment amount will be equal to 75 percent of the sum of:

- 1) the Current Contract Value following the rate redetermination; and
- 2) the total value of timber scaled prior to establishing redetermined rates.

Periodic payment determination date(s) that have not been reached shall be adjusted one day for each additional day of contract time granted, except when additional contract time is granted under C8.212, periodic payment determination date(s) that have not been reached shall be delayed 1-month for each month added to the contract's term. Periodic payment determination date(s) shall not be adjusted for Contract Term Extension under B8.23.

This provision shall be applicable where B4.213 is referenced elsewhere in the contract.

C4.3 - PAYMENT GUARANTEED BY BOND (08/2021)

To guarantee payment, Purchaser may furnish and maintain an acceptable surety bond. The penal sum of such surety bond shall be the maximum amount of the payment guaranteed. For payment purposes, penal sum of the surety bond shall be in lieu of the performance bond furnished under C9.1.

C4.31# - BLANKET BOND (06/2024)

If Purchaser furnishes an acceptable bond in accordance with C4.3 to guarantee payment for timber from this and other timber sales within the same National Forest or geographic area as listed below, the amount of such bond shall be allocated to such timber sales by Forest Service. When there is to be no timber cutting hereunder for 30 days or more and payment of current charges has been made, the allocation to this timber sale shall be reallocated to other timber sales at Purchaser's request. Purchaser shall not start cutting hereunder until this timber sale receives an allocation that will meet the Forest Service estimates for payment guarantee needed under B4.212.

A geographic area as stated in this provision contains the following National Forests: Willamette

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 cubic yards of rock for Temporary Roads, landings, or other temporary uses, such rock shall be obtained from commercial sources.

Plans and/or criteria: see table on following page

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.**

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

1. The Forest Service and Purchaser shall agree to temporary road and landing locations and clearing limits prior to construction.
2. NO construction or reconstruction of temporary roads shall occur between November 1 and April 30 unless otherwise agreed to in writing by the Forest Service.
3. Temporary roads and landings shall be constructed to a minimum width to accommodate logging equipment and shall be located to minimize the number of trees cut, and minimize the extent of ground impacted by construction. Do not locate landings on pavement.
4. Construction, reconstruction, and maintenance of temporary roads and landings should not be done when soils are saturated or runoff occurs. Temporary roads and landings will be maintained in stable condition.
5. All trees to be cut by the Purchaser shall be identified and designated for cutting by the Forest Service prior to cutting.
6. All clearing and grubbing debris shall be piled in areas designated by the Forest Service.
7. On native running surfaces, no hauling shall occur when wet conditions exist, approximately November 1 to April 30, unless otherwise agreed to in writing by the Forest Service. Temporary roads used outside the standard operating season shall be rocked, snow covered, or frozen to reduce the potential of offsite erosion.
8. Weed free straw bales and/or other agreed upon erosion control devices shall be placed along the road, as needed, to prevent sediment from entering stream courses.
9. At the end of each season or prior to extended periods of wet weather, the Purchaser shall install drivable drain dips and water bars with a clear outlet on the downhill side and close temporary road to normal vehicular traffic, B6.63, C6.6#.
10. When a temporary road is no longer operationally necessary the Purchaser shall close the temporary road by removing all installed structures, effectively blocking the road to motorized vehicles, B6.63, sub-soil as needed and seed with certified seed C6.6#, and place limbs and woody debris on exposed soil where practical to reduce off site erosion.
11. Other erosion control measures to stabilize the road and prevent erosion on slopes over 8% may require a structure approximately every 100 feet.
12. Culverts shall be placed in all stream courses along/across temporary roads. Culverts shall be made of corrugated pipe and shall be at least 18 inches in diameter. Any culverts replaced or installed shall be removed and disposed of by Purchaser off of National Forest lands.
13. Culvert installation in live streams shall take place between June 1 and August 31. During culvert installation in live streams, the stream shall be temporarily diverted around the site and biodegradable geotextile cloth will be placed downstream from the site to minimize transport of sediment, unless otherwise agreed to in writing by the Forest Service.
14. When a landing not located on system road is no longer needed or before the termination of the contract, the Purchaser shall close the landing by removing all installed structures, effectively blocking the road to motorized vehicles, B6.63, sub-soil as needed and seed with certified seed C6.6#, and place limbs and woody debris on exposed soil where practical to reduce off site erosion.

15. All landings will be designed to provide adequate drainage to protect the adjacent resources.
16. When landings will be vacated but reused within the same year, the purchaser shall install and maintain suitable temporary erosion control and stabilization measures.
17. Unless located on a pre-existing landing prism or road prism, no landing or temp road shall be constructed within 100 feet of a protected stream.
18. 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.
19. Where side slopes exceed 45 percent, waste material shall be end-hauled to locations authorized in writing by the Forest Service.
20. Fill material and rock used for temporary roads and landings shall come from a weed free rock source.
21. Placement of rock ballast shall not take place unless mutually agreed to in writing by the Forest Service.
22. All disturbed sites related to temporary roads and landings will require erosion control methods.
23. Existing dispersed camping sites, as shown on Sale Area Map, used as landings shall be restored to usable conditions after logging operations are complete.
24. All skid trails and landings should be water-barred to provide adequate drainage. Water bar location shall occur where local terrain facilitates effective drainage of the skid trail or landing while avoiding unnecessary soil disturbance. In lieu of water bars, where available in concentrations, slash can be scattered on corridors, skid trails and landings

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

**Restricted Road List Table**

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
2231	Boulder creek	0.00	0.07	R	1,2,3,5
46	Breitenbush	0.00	13.76	R	2,3,5
4600012		0.00	0.22	R	2,3,4
4600021		0.00	0.03	R	2,3,4
4600023		0.00	0.11	R	2,3,4
4600024		0.00	0.08	R	2,3,4
4600019		0.00	0.16	R	2,3,4
4600026		0.00	0.12	R	2,3,4
4600030		0.00	2.27	R	1,2,3
4600033		0.00	0.46	R	1,2,3
4600035		0.00	0.21	R	1,2,3
4600036		0.00	0.37	R	1,2,3
4600037		0.00	0.06	R	1,2,3
4600038		0.00	0.04	R	1,2,3
4688	Mansfield	0.00	4.35	R	1,2,3
4688107		0.00	0.50	R	1,2,3
4688111		0.00	0.17	R	1,2,3
4688120		0.00	0.37	R	1,2,3
4688130		0.00	0.43	R	1,2,3
4688210		0.00	0.11	R	1,2,3
4688220		0.00	0.29	R	1,2,3
4688222		0.00	0.04	R	1,2,3
4688240		0.00	0.18	R	1,2,3
4693		0.00	0.35	R	1,2,3
4693502		0.00	0.71	R	1,2,3
4693503		0.00	0.08	R	1,2,3

All roads – Purchaser is required to monitor road conditions and perform erosion control mitigation or maintenance work as needed. Road use shall be suspended during periods of heavy rainfall to prevent sedimentation from entering stream courses or if use is causing road distress, road damage or environmental damage as defined in the 2016 Willamette National Forest Road Rules. All pre and post haul maintenance and reconstruction work shall occur during the dry season (May 15 to October 15).

1. Conditional Use Road – This road has limited strength and is likely to be damaged if used when adverse conditions exist in the roadbed. Road use during the wet season (approximately October 16 through May 14) is not permitted unless a request is submitted to allow use outside of the designated dry season.

2. Restricted for timber haul prior to completion and acceptance of pre-haul maintenance requirements, C5.31.

3. Road use is restricted. “No Commercial Use” on legal holidays or weekends (Friday 6:00pm to Sunday midnight) from Memorial Day to Labor Day.

4. Dry season only – Road use may only occur during the normal operating period (May 15 through October 15). This restriction will not be waived.

5. All Forest Service bridges are restricted – Use of roads by commercial users with loads exceeding Oregon state legal loading for an STP (Single Trip Permit) and that will cross bridges

under Forest Service jurisdiction shall apply for a Bridge Overload Use Permit (FSM 7736.05). A state highway overload permit (issued by ODOT, WSDOT) is not a valid permit for crossing Forest Service bridges.

**Title and Date of Governing Road Rules Document:**

**Willamette National Forest**  
**Commercial Road Rules**

**December 2016**  
**Effective Date**

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.**

TABLE PURSUANT TO C5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)  
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		T803	T811	T813	T831	T834	T836	T838	T839	T842	T854	T891
2231	0.00	0.07	0.07		P	P	P	P				P	P	P
46	0.00	13.76	13.76				P	P				P		
4600012	0.00	0.22	0.22							P		P	P	
4600021	0.00	0.03	0.03							P		P	P	
4600023	0.00	0.11	0.11							P		P	P	
4600024	0.00	0.08	0.08							P		P	P	
4600019	0.00	0.16	0.16							P		P	P	
4600026	0.00	0.12	0.12							P			P	
4600030	0.00	2.27	2.27		P	P	P	P				P	P	P
4600033	0.00	0.46	0.46		P	P	P	P				P	P	P
4600035	0.00	0.21	0.21								P		P	
4600036	0.00	0.37	0.37								P		P	
4600037	0.00	0.06	0.06								P		P	
4600038	0.00	0.04	0.04								P		P	P
4688	0.00	4.35	4.35		P	P	P	P				P	P	P
4688107	0.00	0.50	0.50								P		P	
4688111	0.00	0.17	0.17								P		P	
4688120	0.00	0.37	0.37								P		P	
4688130	0.00	0.43	0.43								P		P	
4688210	0.00	0.11	0.11								P		P	
4688220	0.00	0.29	0.29		P	P	P	P				P	P	P
4688222	0.00	0.04	0.04								P		P	
4688240	0.00	0.18	0.18		P	P	P	P				P	P	P
4693	0.00	0.35	0.35		P	P	P	P				P	P	P
4693502	0.00	0.71	0.71								P		P	
4693503	0.00	0.08	0.08								P		P	

**Contract Road Maintenance Requirements Summary**

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications										
	From	To		T803	T811	T813	T831	T834	T836	T838	T839	T842	T854	T891
2231	0.00	0.07	0.07		P	P	P	P						P
46	0.00	13.76	13.76		D	D	P	P						
4600012	0.00	0.22	0.22							P				
4600021	0.00	0.03	0.03							P				
4600023	0.00	0.11	0.11							P				
4600024	0.00	0.08	0.08							P				
4600019	0.00	0.16	0.16							P				
4600026	0.00	0.12	0.12							P				
4600030	0.00	2.27	2.27		P	P	P	P						P
4600033	0.00	0.46	0.46		P	P	P	P						P
4600035	0.00	0.21	0.21								P			
4600036	0.00	0.37	0.37								P			
4600037	0.00	0.06	0.06								P			
4600038	0.00	0.04	0.04								P			
4688	0.00	4.35	4.35		P	P	P	P						P
4688107	0.00	0.50	0.50								P			
4688111	0.00	0.17	0.17								P			
4688120	0.00	0.37	0.37								P			
4688130	0.00	0.43	0.43								P			
4688210	0.00	0.11	0.11								P			
4688220	0.00	0.29	0.29		P	P	P	P						P
4688222	0.00	0.04	0.04								P			
4688240	0.00	0.18	0.18		P	P	P	P						P
4693	0.00	0.35	0.35		P	P	P	P						P
4693502	0.00	0.71	0.71								P			
4693503	0.00	0.08	0.08								P			

**Contract Road Maintenance Requirements Summary**

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications										
	From	To		T803	T811	T813	T831	T834	T836	T838	T839	T842	T854	T891
2231	0.00	0.07	0.07		P	P	P	P						P
46	0.00	13.76	13.76				P	P						
4600012	0.00	0.22	0.22							P				
4600021	0.00	0.03	0.03							P				
4600023	0.00	0.11	0.11							P				
4600024	0.00	0.08	0.08							P				
4600019	0.00	0.16	0.16							P				
4600026	0.00	0.12	0.12							P				
4600030	0.00	2.27	2.27		P	P	P	P						P
4600033	0.00	0.46	0.46		P	P	P	P						P
4600035	0.00	0.21	0.21								P			
4600036	0.00	0.37	0.37								P			
4600037	0.00	0.06	0.06								P			
4600038	0.00	0.04	0.04								P			
4688	0.00	4.35	4.35		P	P	P	P						P
4688107	0.00	0.50	0.50								P			
4688111	0.00	0.17	0.17								P			
4688120	0.00	0.37	0.37								P			
4688130	0.00	0.43	0.43								P			
4688210	0.00	0.11	0.11								P			
4688220	0.00	0.29	0.29		P	P	P	P						P
4688222	0.00	0.04	0.04								P			
4688240	0.00	0.18	0.18		P	P	P	P						P
4693	0.00	0.35	0.35		P	P	P	P						P
4693502	0.00	0.71	0.71								P			
4693503	0.00	0.08	0.08								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.



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	Termini		Specification	Travel Way			Brushing and Log Out	Surfacing (CY)	Dust Abatement			Seasonal Maintenance	Snow Removal	Post Haul	
				Width	X Slope	Comp			Product	Applic. Rate	Width			Block	Treat
2231	0.00	0.07	See T-specs from pre/during/post haul table	EX	C	B	6 ft L & R from road edges OPT	10CY* 1-1/2" minus							
46	0.00	13.76	See T-specs from pre/during/post haul table	NA	NA	NA	10 ft L & R from road edges OPT								
4600012	0.00	0.22	See T-specs from pre/during/post haul table	EX	AI	B	6 ft L & R from road edges OPT								
4600021	0.00	0.03	See T-specs from pre/during/post haul table	EX	AI	B	6 ft L & R from road edges OPT								
4600023	0.00	0.11	See T-specs from pre/during/post haul table	EX	AI	B	6 ft L & R from road edges OPT								
4600024	0.00	0.08	See T-specs from pre/during/post haul table	EX	AI	B	6 ft L & R from road edges OPT								
4600019	0.00	0.16	See T-specs from pre/during/post haul table	EX	AI	B	6 ft L & R from road edges OPT								
4600026	0.00	0.12	See T-specs from pre/during/post haul table	EX	AI	A					**W, B		**PR	**PR	
4600030	0.00	2.27	See T-specs from pre/during/post haul table	EX	C	B	6 ft L & R from road edges OPT	120CY* 1-1/2" minus							
4600033	0.00	0.46	See T-specs from pre/during/post haul table	EX	C	B	6 ft L & R from road edges OPT	20CY* 1-1/2" minus							
4600035	0.00	0.21	See T-specs from pre/during/post haul table	EX	AI	A					**W, B		**PR	**PR	

4600036	0.00	0.37	See T-specs from pre/during/post haul table	EX	AI	A						**W, B		**PR	**PR
4600037	0.00	0.06	See T-specs from pre/during/post haul table	EX	AI	A						**W, B		**PR	**PR
4600038	0.00	0.04	See T-specs from pre/during/post haul table	EX	AI	A						**W, B		**PR	**PR
4688	0.00	4.35	See T-specs from pre/during/post haul table	EX	C	B	6 ft L & R from road edges OPT	220CY* 1-1/2" minus							
4688107	0.00	0.50	See T-specs from pre/during/post haul table	EX	AI	A						**W, B		**PR	**PR
4688111	0.00	0.17	See T-specs from pre/during/post haul table	EX	AI	A						**W, B		**PR	**PR
4688120	0.00	0.37	See T-specs from pre/during/post haul table	EX	AI	A						**W, B		**PR	**PR
4688130	0.00	0.43	See T-specs from pre/during/post haul table	EX	AI	A						**W, B		**PR	**PR
4688210	0.00	0.11	See T-specs from pre/during/post haul table	EX	AI	A						**W, B		**PR	**PR
4688220	0.00	0.29	See T-specs from pre/during/post haul table	EX	AI	B	6 ft L & R from road edges OPT	20CY* 1-1/2" minus							
4688222	0.00	0.04	See T-specs from pre/during/post haul table	EX	AI	A						**W, B		**PR	**PR
4688240	0.00	0.18	See T-specs from pre/during/post haul table	EX	AI	B	6 ft L & R from road edges OPT	10CY* 1-1/2" minus							
4693	0.00	0.35	See T-specs from pre/during/post haul table	EX	AI	B	6 ft L & R from road edges OPT	20CY* 1-1/2" minus							
4693502	0.00	0.71	See T-specs from pre/during/post haul table	EX	AI	A						**W, B		**PR	**PR

4693503	0.00	0.08	See T-specs from pre/during/post haul table	EX	AI	A						**W, B		**PR	**PR

\* Aggregate, Gradation C (1.5" minus), shall conform to grading and quality requirements of Section 703 of the "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects FP-14 U.S. Customary Units" and FS supplements to the FP-14. All aggregate shall be roller compacted, if specified, when weather conditions are favorable, but no later than when operations in the adjacent units are complete. Purchaser shall provide weight tickets to the Forest Service to account for the placement of the maintenance rock. Loose hauled aggregate quantities shall be approximately 1.3x the compacted in place quantity. Aggregate to be obtained from a commercial source.

\*\* Construct road closure earth berm/water bars as staked by Contracting Officer.

C5.32# - ROAD MAINTENANCE DEPOSIT SCHEDULE (08/2012)

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

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

The Required Deposits for Forest Service work in lieu of Purchaser performance are N/A per Ton for recurrent maintenance, and \$3.25 per Ton for deferred maintenance.

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

Deposit Made To	Rate	Unit of Measure
N/A		

C6.241# - 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: No harvest operations January 15 - July 31 in subdivisions 55, 55a, 57, 64, 64c, 64d, 64e to protect peregrine falcons from disturbance.

No operations March 1 - July 15 in subdivisions 47d, 47e, 64, 64c, 64d, 64e, and skyline portions of 47 to avoid disruption of nesting spotted owls.

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.**

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

	<u>UNITS</u>	<u>OPERATING CONDITIONS</u>	<u>PURPOSE</u>
1	All	No ground-based operations allowed during wet soil conditions. The wet season is typically November 1 through April 30. Operations may be allowed within this time period if agreed to in writing by the Forest Service.	To protect soil and water quality.
2	All specified and temporary roads	Instream operations in perennial and intermittent streams such as culvert replacement shall only occur June 1 through August 31 unless otherwise agreed to in writing by the Forest Service.	To protect water quality, fish, other aquatic species and habitat.
3	All	No construction, re-opening, or hauling on native surface roads November 1 through April 30, unless otherwise agreed to in writing by the Forest Service.	To protect soil and water quality.
4	All	Construction, reconstruction, & maintenance on roads prohibited when soils are saturated or run off occurs.	To protect soil and water quality.
5	All	No operations on weekends (Friday 6:00 PM to Sunday midnight) and federal Holidays from Memorial Day to Labor Day.	To minimize impact to recreating public.
6	All	No operations during the opening weekends of the Cascade buck/general Cascade bull elk rifle seasons.	To prevent disruption of hunters.
7	31, 31a, 35, 35a, 35b, 53, 55, 64, 64c, 64d, 64e, 80	Consult with Sale Administrator prior to subsoiling activities.	To allow for cultural resource surveys.
8	42A	No skyline yarding from Memorial Day to Labor Day.	To minimize impact to recreating public.
9	80	No operations within ¼ mile of the Breitenbush property boundary and Cleator Bend campground between the hours of 10pm and 8am.	To minimize impact to recreating public.
10	64c	Equipment used in operations must be washed at approved location before operating in another subdivision.	To minimize spread of noxious weeds

All drafting equipment (foot valve and draft hose) shall be free of aquatic invasive species, and cleaned or changed out when moving from waterbody to waterbody. A functional foot valve must be used for any drafting operations.

All draft hoses being used to withdraw water from any live flowing stream or pond as shown on Sale Area Map will maintain at least 90% stream flow and will utilize one of the following methods of screening.

- (1) Perforated plate: Screen opening shall not exceed  $\frac{3}{32}$  or 0.0938-inches.
- (2) Profile bar screen: The narrowest dimension in the screen openings shall not exceed 0.0689-inches in the narrowest direction.
- (3) Woven wire screen: Screen openings shall not exceed  $\frac{3}{32}$  or 0.0938-inches in the narrow direction.

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 \$ 100.00 for each LTM/DTR reserve tree and \$ N/A for each N/A 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.

C6.341 - PREVENTION OF OIL DISCHARGES. (07/2022)

If Purchaser maintains storage facilities for oil or oil products on Sale Area, Purchaser shall take appropriate preventative measures to ensure that any harmful discharge of such oil or oil products does not enter into or upon any navigable waters, adjoining shorelines, or other waters of the United States, as prescribed in 40 CFR 110. As soon as Purchaser has knowledge that measures, as described in B6.34 fail to prevent a discharge into or upon navigable waters or adjoining shorelines of the United States, Purchaser shall notify the Forest Service Representative the National Response Center and any other appropriate State agencies. In accordance with 40 CFR 110.6, all harmful discharges that occur as a direct or indirect result of Purchaser's operations, regardless of whether such discharges are caused by Purchaser's employees, agents, Subcontractors, or their employees or agents, directly or indirectly, as a result of Purchaser's Operations must be reported.

Harmful discharges of oil are those that violate applicable State water quality standards, cause a film or sheen on the water's surface, or leave sludge or emulsion beneath the surface of the water or adjoining shorelines regardless of the amount of material discharged (40 CFR 110.3). As such reporting is not triggered by the amount of the discharge but by the presence of the criteria prescribed in 40 CFR 110.3. Harmful discharges meeting the criteria in 40 CFR 110 must be reported by Purchaser. Purchaser shall take whatever initial action may be safely accomplished to control all reportable discharges. Appropriate actions include but are not limited to containment, sorbents or dispersants as needed or as prescribed by the Spill Prevention Control and Countermeasures Plan pursuant to 40 CFR 112. Purchaser shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan pursuant to EPA requirements as stated in 40 CFR 112 when the following conditions are met:

- (a) Purchaser maintains above ground storage facilities, including mobile storage, for oil or oil products on the Sale Area and the total storage capacity for these products exceeds 1,320 gallons in either a single container of greater than 1,320 gallons, or in multiple containers of 55 gallons or greater, and
- (b) there is a reasonable expectation that a harmful discharge could reach navigable waters of the United States, adjoining shorelines or other waters as prescribed in 40 CFR 112.

Reasonable expectation for a discharge reaching navigable waters is based on the location of the storage facility to streams, ditches, gullies, or permanent water bodies that could be impacted as well as drainage patterns, soil conditions, precipitation runoff and the volume of material potentially spilled. The SPCC Plan shall outline measures which will prevent discharges from reaching navigable waters, adjoining shorelines, or other waters of the United States. According to Section 112.1(d)(1)(i), the determination of reasonable expectation for a harmful discharge must be based solely upon consideration of the geographical and locational aspects of the facility. If a Purchaser makes a determination that, due to the location, the facility cannot reasonably be expected to discharge oil as described in Section 112.1(b), Purchaser should be prepared to provide the rationale and any supporting documentation, if requested by the Contracting Officer, that explains why the facility does not have an SPCC Plan.



C6.35 - EQUIPMENT CLEANING (10/2021)

In addition to requirements listed in B6.35, all screens, pump intakes, and hoses that will be in contact with a stream or waterbody must be disinfected prior to entering the National Forest lands to avoid introducing aquatic invasive species, unless otherwise agreed. Disinfecting procedure shall occur each time a new water body is utilized on National Forest lands and will be completed a minimum of 150 feet from the nearest water body. Disinfection will be accomplished in one of the following three ways:

1. Power wash and allow spray to contact surfaces for 2 minutes using a hot pressure washer with a minimum temperature of 140 degrees F, or
2. Dry the gear in the hot sun until completely dry to the touch, remove any debris, and visibly inspect for cleanliness, or
3. Use a chemical solution like household bleach (6% sodium hypochlorite), Green Solutions Neutral Disinfectant, and Super HDQ. Check with Forest Aquatics staff for updates on preferred cleaning chemicals or additional options. Surfaces of the drafting hose and foot valve can be decontaminated by coiling and submerging in a bucket filled with disinfectant or by spray application with a backpack pump or a large spray bottle. Other chemical solutions may be authorized by the Forest Service.

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

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

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

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

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

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

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

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

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

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

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

**See attached table.**

TABLE PURSUANT TO C6.41# - SPECIFIC REQUIREMENTS 01/2000)

	<u>FELLING METHODS</u>	<u>UNITS</u>
1	Snags felled for safety will be left	All
2	Directionally fell included timber away from subdivision boundaries. Any part of tree felled outside of subdivision boundary will be left where felled unless otherwise agreed to by the Forest Service.	
3	Orange painted boundary trees along streams that need to be cut to accommodate yarding corridors shall be directionally felled into the channel if possible and left where felled.	
4	Directionally fell included timber away from Special Measures Areas (SMA) as shown on Sale Area Map. Any part of tree felled within SMA will be left where felled.	
5	Protect existing remnant over-story trees and large snags to the greatest extent feasible during project activities.	
6	Directionally fell included timber away from Powerlines as shown on the Sale Area Map.	31, 64, 64a, 64c, 64d, 64e

	<u>FELLING EQUIPMENT</u>	<u>UNITS</u>
1	Any equipment that will meet all requirements as stated in C6.42#.	All
2	Jacks and wedges to support directional felling near powerlines.	31, 64, 64a, 64c, 64d, 64e

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

Purchaser shall submit to Forest Service for 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 METHODS (04/03)

<u>Ground Based Yarding/Skidding Requirements</u>		<u>Subdivision</u>
1	A ground based yarding system capable of transporting logs 1000 feet, utilizes an arch, grapple or equivalent system of elevating the lead end of the log and a cable drum system with 60 feet of bull line.	31, 31a, 35, 35a, 35b, 38, 39, 39a, 42a, 47, 47b, 55, 56, 59, 61b, 64, 64c, 64d, 64e, 80
2	Skid trails shall not be more than 15 feet in width and no closer than 120 feet apart after logging is complete unless otherwise agreed to in writing by the Forest Service. Where practical, equipment should travel on slash.	
3	Ground based yarding equipment shall not operate on slopes greater than 30% unless otherwise agreed to in writing by the Forest Service.	
4	Logs shall be skidded with the leading end free of the ground.	
5	All equipment is prohibited inside of Special Measures Areas (SMA) as shown on sale area map.	
6	All equipment is prohibited within 60 feet of all stream courses.	
7	Skid trails shall not be located within 60 feet of any subdivision boundary buffering a protected stream identified on the Sale Area Map except at approved stream crossings.	
8	All ground based equipment is to stay on designated temporary and skid trails. Utilize existing temporary and skid trails as much as possible.	
9	Location of all skid trails will be approved by the Forest Service prior to beginning felling operations.	
10	If processor felling occurs, processor trails will be spaced no closer than 40 feet apart and processor will travel on slash.	
11	Minimize areas of soil disturbance where possible.	
12	All existing coarse woody debris ( $\geq 10"$ DBH snags, $\geq 6"$ DBH down wood) should be retained and protected from disturbance unless removal is required during logging operations to meet safety requirements.	
13	In areas having exposed soil, limbs and woody debris may be used in lieu of mulch to cover exposed soil where practical to reduce runoff site erosion.	
14	When constructing a temporary stream crossing, the purchaser shall: <ul style="list-style-type: none"> <li>• Place bunk logs and slash mats in channel to protect stream bed and stream banks.</li> <li>• Operate during the dry season.</li> <li>• Remove logs and re-establish stream channel when operations are complete, before the onset of wet weather conditions or at the end of the operating season.</li> <li>• Sub-soil skid trail approaches for a distance of 25 feet on both sides of crossings and spread slash over de-compacted soil when operations are complete or before the onset of wet weather.</li> <li>• Construct water bars at the outer end of de-compacted temporary stream crossing approaches when operations are complete or before the onset of wet weather.</li> </ul>	

TABLE PURSUANT TO C6.42# - YARDING/SKIDDING METHODS (continued) (04/03)

Skyline Yarding Requirements	Subdivision
1 A skyline yarding system capable of transporting logs 1700 feet slope distance while achieving one end suspension above the ground and full suspension over protected stream courses, forest roads, and stream buffers is required.	33, 33a, 33b, 33c, 33d, 38, 39, 40, 40a, 42a, 51, 47, 47d, 47e, 48, 49, 53, 55, 55a, 56, 57, 80
2 Ground lead yarding is permitted during lateral yarding, within 100 feet of the tower position and tail tree, and where necessary when crossing an intermediate support. Other locations of ground-lead yarding shall be approved in writing by the Forest Service.	
3 All skyline corridors must be approved by the Forest Service prior to beginning felling operations.	
4 Parallel skyline corridors will be spaced no closer together than 150 feet. Radial skyline corridors will be spaced no closer than 150 feet on back end.	
5 Skyline corridors will initially be made as narrow as practical, with the corridor being only wide enough to allow free passage of the carriage and turn of logs. Spacing should be set to minimize damage to standing timber as well as the underlying vegetation and soil. Corridors shall normally not exceed 12 feet in width after yarding is complete.	
6 A slack-pulling carriage capable of maintaining a fixed position on the skyline during lateral yarding and be able to pass over intermediate supports is required. The carriage must be capable of lateral yarding up to 75 feet from the skyline.	
7 All equipment is prohibited inside Special Measures Areas (SMA)	
8 All equipment is prohibited within 60 feet from all designated stream courses.	
9 Minimize areas of soil disturbance where possible.	
10 All existing coarse woody debris ( $\geq 10''$ DBH snags, $\geq 6''$ DBH down wood) should be retained and protected from disturbance unless removal is required during logging operations to meet safety requirements.	
11 In areas having exposed soil, limbs and woody debris may be used in lieu of mulch to cover exposed soil where practical to reduce runoff site erosion.	
12 Pre-bunching in any skyline unit shall be requested in writing by the Purchaser and approved by the Forest Service prior to felling operations.	55a
13 Pre-bunched log piles will be at least 60 feet from protected stream courses. Any crossings with feller-bunchers will be perpendicular to stream channels.	
14 Full suspension over protected stream courses and stream buffers is required.	55a
15 No pre-bunching allowed.	38, 40, 40a, 42a, 49, 53

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 and mulch will be applied as indicated in the attached seeding, and mulching schedule. All applications shall be current and done during the period from February 15 - June 1 and/or September 15 - November 1, 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 and mulch. Seed and mulch shall be spread evenly at the rates shown in the table. When the seed 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 N/A 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 Purchaser 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  
(03/2017)

<b>PAYMENT UNIT OR UNIT NUMBER</b>	<b>AREAS</b>	<b>SEED</b>		<b>MULCH</b>	
	<b>A) SKID TRAILS</b> <b>B) FIRELINES</b> <b>C) TEMP. ROADS</b> <b>D) LANDINGS</b> <b>E) OTHER <u>3/</u></b>	<b>APPLICATION</b>		<b>APPLICATION</b>	
		<b>SPECIES <u>1/</u> MIXTURE</b>	<b>LBS/AC</b>	<b>TYPE <u>2/</u></b>	<b>LBS/AC</b>
All	A, C, D		20		

The Purchaser will be required to pay a co-op deposit of \$.02/Ton. Must match A2 UOM>for the cultivation and harvest of replacement seed of native species for use on future sales.

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 inoculated with nitrogen fixing bacteria before planting. The label must show the expiration date of the inoculant.

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

3/ Areas coded as 'E' in the table will be designated by the Forest Service for application of seed by the Purchaser.

C6.7 - SLASH DISPOSAL (03/2017)

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, including construction of roads or other improvements under this contract. Slash resulting from the construction of Specified Roads shall be disposed of as provided for in Section 201 of the Standard and Special Specifications and as shown in Drawings.

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 of the Purchaser. Purchaser's Timber Sale Account will be charged for any slash treatment requirements waived by Forest Service. The amount of such charges will be determined by Forest Service prior to felling operations in each Subdivision.

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

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

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

**See attached specifications.**

SPECIFICATIONS PURSUANT TO C6.74# - SLASH TREATMENT REQUIREMENTS

DETAILED SLASH DISPOSAL PLAN  
Collafield Timber Sale  
Willamette National Forest

The following is the detailed Slash Disposal Plan and Specifications:

**I. Landing, Temporary Road and Road Surface Piling**

All purchaser generated landing slash will be piled. Subdivisions 33, 33a, 33b, 33c, 33d, 40, 42a, 47, 47d, 47e, 48, 49, 51, 53, 55, 55a, 56, and 57 will have only the landings piled.

Temporary road slash from Subdivisions 47, 47b, 47d, and 51 will be piled at landings.

**A. Slash to be Yarded and/or Piled**

1. All bark, limbs and other purchaser generated logging debris shall be removed from road surfaces and ditches.
2. All landing slash that is between 1 and 6 inches in diameter and over 2 feet in length shall be piled.
3. Tops and other unutilized material that is greater than 6 inches in diameter and greater than 2 feet in length should be stacked separately unless otherwise agreed to in writing by the Forest Service.
4. Stumps excavated from temporary road construction will be scattered and shall not be piled. All other slash will be grapple piled along temporary road utilizing future landings and natural openings.
5. Yarding tops and limbs attached to landing is required.

**B. Location of Piles**

1. All bark, limbs and logging debris from road surfaces and ditches will be scattered on fill slopes below shoulder of road.
2. Landing slash and other unutilized material will be piled at the landing or other areas agreed to in writing by the Forest Service.
3. Slash piles will be located at least 10 feet from adjacent piles, sort piles and any live tree drip line whenever possible. Piles shall not be built on tree stumps, heat sinks or traveled road surfaces. Piles shall not be located in the bottom of draws, streams, or ditches.

**C. Construction of Piles**

1. All purchaser generated slash that is between 1 and 6 inches in diameter, and over 2 feet in length, shall be piled in a dome or haystack shape.
2. Piles shall be as compact as possible with the tops and other large pieces stacked parallel with each other, and perpendicular to the slope whenever possible.
3. Piles shall contain minimal soil and non-burnable material. Pile sizes shall range from 12 to 20 feet in height and 12 to 20 feet in diameter. The area around each pile shall be cleared a minimum of 6 feet where possible. Piles should not be wider than they are tall.

4. After the pile is formed, pole ends protruding from the pile shall be bucked off to aid in water shedding the pile when covered.
5. For safe and efficient operations at landings, to keep landing size small and keep piles from burning too long and hot, besides the top material, any additional larger unutilized material (over 6 inches diameter outside bark on the small end, and at least 5 feet in length) shall be stacked in a parallel position in or beside the same pile as the larger top material, unless otherwise agreed to in writing by the Forest Service.

## II. Grapple Piling

Purchaser is responsible for grapple piling purchaser generated slash in the following subdivisions:

Subdivision 31, 31a, 35a, 35b, 39a, 47b, 59, 61b, 64, 64c, 64d and 64e	Grapple pile entire subdivision.
Subdivision 38, 39, 42a, 47, 49, 55, 56, and 80	Grapple pile slash in ground based portion of the subdivision.

### A. Slash to be Piled

1. All purchaser generated slash that is between 1 and 6 inches in diameter, and over 2 feet in length, shall be piled in a dome or haystack shape.
2. Slash that is greater than 6 inches in diameter and greater than 2 feet in length should not be included in slash piles, unless otherwise agreed to in writing by the Forest Service.

### B. Location of Piles

1. All bark, limbs and logging debris from road surfaces and ditches will be scattered on fill slopes below shoulder of road.
2. Slash piles will be located at least 10 feet from adjacent piles, sort piles and any live tree drip line whenever possible. Piles shall not be built on tree stumps, heat sinks or traveled road surfaces. Piles shall not be located in the bottom of draws, streams, or ditches.

### C. Construction of Piles

1. Piles shall be as compact as possible with pile material placed parallel to each other.
2. Piles shall contain minimal soil and other non-burnable material. Pile sizes shall range from 8 to 15 feet in height and 8 to 15 feet in diameter. The area around each pile shall be cleared a minimum of 6 feet. Piles should not be wider than they are tall.
3. Slash throughout the units and along the designated roads will be grapple piled with a "lift and pile" mechanism rather than a "push and pile" mechanism.
4. After the pile is formed, pole ends protruding from the pile shall be bucked off to aid in water shedding the pile when covered.

D. Acceptable Equipment

1. In the areas designated for grapple piling, a tracked machine will be required. Machine size should be such that it will not cause damage to the standing green trees when operating. Additionally, grapple type machinery which reduces or eliminates the presence of soil in piles should be used.

III. Covering Piles

1. All piles shall be covered with black polyethylene plastic film .004 inches thick at least 50% of the pile. The sheeting shall be placed on the upper half of the pile to create a dry location necessary to achieve rapid ignition and combustion. The intent is to generate enough heat in the covered area to propagate combustion throughout the pile. Air flow and sheltering should be taken into consideration when determining location of the covering. The pile shall be covered immediately after the pile has been constructed. Edges of polyethylene plastic film shall be firmly secured to pile with combustible material in a manner which avoids wind and rain displacement, as well as pooling from rain.

IV. Firelines

Purchaser shall construct not more than 0.8 miles of standard fireline in the following subdivisions:

Subdivision 33	Purchaser shall construct approximately 4263 feet of fire line. Fire line will be comprised of 4 segments: <ul style="list-style-type: none"><li>- Segment 1 will be along the north and western boundaries. It will begin at the 033 road and 036.</li><li>- Segment 2 will be along the western boundary. It will begin and end at the 036 road.</li><li>- Segment 3 will be along the south western boundary. It will begin at the 036 road and end at the 033 road.</li><li>- Segment 4 will be along the southern boundary. It will begin at the 033 road and end at the 032 road.</li></ul>
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A. Fireline Construction

1. Firelines shall be constructed by hand and shall be cleared of all brush and debris for a width of not less than 5 feet each side of center line with the edge of the clearing inside the subdivision boundary. Debris created from the clearing shall be scattered inside the subdivision to reduce the creation of a windrow of slash along the fireline. A continuous fireline not less than 18" wide shall be cut to mineral soil.

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.

C6.840 - SEPARATION OF PRODUCTS (04/2014)

Notwithstanding B6.84, when Weight scaled contracts offer products at different rates in A4, Purchaser must develop a plan for how each product will be separated by space or time, submitting in writing for approval by the Contracting Officer. In absence of such plan, each product must be completely removed from a landing or decking area before another product can be removed.

C6.841 (Option 1) - ROUTE OF HAUL. (07/2022)

As part of the annual Operating Schedule, Purchaser shall furnish a map showing and designating the route of haul over which unscaled products will be transported from Sale Area to the approved Scaling location. A written description of the haul route will not be accepted as a substitute for a map. Such designated route of haul shall be the most economical haul route available between the points. The estimated average haul time from the Sale Area to the approved scaling location shall be documented on the map showing the route of haul.

Upon advance written agreement, other routes may be approved. All unscaled products removed from Sale Area shall be transported over the designated routes of haul.

Purchaser shall notify Forest Service when a load of products, after leaving Sale Area, will be delayed in reaching Scaling location by more than 12 hours past the estimated average haul time documented on the map showing the route of haul.

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

Purchaser and Forest Service shall agree to locations for accountability checks in advance of haul. Such locations shall be established only in areas where it is safe to stop trucks. Forest Service shall notify Purchaser of the methods to be used to alert truck drivers of an impending stop.

C6.842 (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.

C6.851 - WEIGHT OF LOST LOADS (04/2014)

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 a weight ticket is not provided, or the weight ticket is incomplete or unreadable, or does not include the Forest Service load receipt number, shall be considered a lost sample load with a net weight equal to the load with the heaviest net weight presented during the billing period, as established by the Forest Service.

C7.1 - PLANS (09/2004)

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

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

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

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

A. Fire Security.

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

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

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

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

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

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

(b) All power-driven equipment operated by Purchaser on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C and one "D" handled or long handled round point shovel, size 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 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 enough 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 (06/2018)

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 I. FIRE SEASON

Fire season requirements are in effect. In addition to other fire prevention measures, a Firewatch is required at this and all higher levels unless otherwise waived

LEVEL II. LIMITED SHUTDOWN

The following may operate only between the hours of 8 P.M. and 1 P.M.:

- Power saws except at loading sites;
- Feller-bunchers with rotary head saws;
- Cable yarding;
- Blasting;
- Welding, cutting, or grinding of metal.

LEVEL III. RESTRICTED SHUTDOWN

Cable yarding is prohibited except that gravity operated logging systems employing non-motorized carriages or approved motorized carriages (defined below), may operate between 8 P.M. and 1 P.M. when all blocks and moving lines are suspended 10 feet above the ground except the line between the carriage and the chokers and during rigging.

The following are permitted to operate between the hours of 8 P.M. and 1 P.M. where mechanized equipment capable of constructing fire line is immediately available to quickly reach and effectively attack a fire start:

- Ground-based operations (defined below);
- Power saws on ground-based operations;
- Rotary head saw feller-bunchers with a continuous Firewatch;
- Non-rotary head saw feller-bunchers;
- Tethered logging systems (defined below).

The following are permitted to operate between the hours of 8 P.M. and 1 P.M.:

- Power saws at loading sites;
- Loading or hauling of any product or material;
- Blasting;
- Welding, cutting, or grinding of metal;
- Any other spark emitting operation not specifically mentioned.

LEVEL IV. COMPLETE SHUTDOWN

All operations are prohibited.

NOTE: Where hauling involves transit through more than one shutdown/regulated use area, the precaution level at the woods loading site shall govern the level of haul restriction, unless otherwise prohibited by other than the IFPL system. Under IFPL III, all trucks must be loaded and leaving the loading site no later than 1 P.M.

IFPL Definitions:

>Approved motorized carriage: a cable yarding system employing a motorized carriage with two fire

extinguishers, each with at least a 2A:10BC rating, mounted securely on opposite sides of the carriage, an emergency motor cutoff, and an approved exhaust system.

>Cable yarding system: a yarding system employing cables, and winches in a fixed position.

>Fire Season: Time of year when a fire hazard exists as declared by the responsible agency official.

>Ground-based operations: mobile and stationary equipment operations other than cable yarding systems, including but not limited to tractor/skidder, feller-buncher, forwarder, processor, and shovel operations.

>Loading sites: a place where any product or material (including, but not limited to logs, firewood, slash, soil, rock, poles, etc.) is placed in or upon a truck or other vehicle. Loading site shall govern the level of haul restriction, unless otherwise prohibited by other than the industrial precaution level system.

>Tethered logging system: winch-assisted, cable-assisted, traction-assisted, etc., which enable ground-based timber harvesting machines to operate on steep slopes.

#### Waivers:

Advance written waiver of the above precautions may be issued by the Contracting Officer or Forest Service Representative for any and all activities. Activities for which waivers may be issued include, but are not limited to:

>Mechanized loading and hauling.

>Road maintenance such as sprinkling, graveling, grading and paving.

>Cable yarding using gravity systems or suspended lines and blocks, or other yarding systems where extra prevention measures will significantly reduce the risk of fire.

>Power saws at loading sites or in felling and bucking where extra prevention measures will significantly reduce the risk of fire.

>Maintenance of equipment (other than metal cutting and welding) or improvements such as structures, fences and powerlines.

Purchaser shall submit written waiver, or substitute precautions under B7.21, with specific 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.

Forest Service will inform Purchaser when changes in restrictions or industrial precautions are indicated.

C8.10 - 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 (04/2023)

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, or where timber is designated by diameter and delay may change the treatment as a result of trees growing into or out of the specified diameter range(s).

C8.64 - DEBARMENT AND SUSPENSION CERTIFICATION (03/2018)

Pursuant to 2 CFR 180 and 2 CFR 417, Purchaser shall certify and obtain certifications from its Subcontractors regarding debarment, suspension, ineligibility, and voluntary exclusion, including additional Subcontractors obtained after award of this contract. 'Subcontractors' are participants in lower tier covered transactions.

Purchaser may rely upon a certification of a prospective Subcontractor that it is not proposed for debarment under 48 CFR 9.4, debarred, suspended, ineligible, or voluntarily excluded from participating in covered transactions or timber sales, unless Purchaser knows that the certification is erroneous.

Purchaser shall keep the certifications of its Subcontractors on file until timber sale Termination Date and any extensions thereof, and will provide a copy at the written request of Contracting Officer. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Subsection. The knowledge and information of Purchaser is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If Purchaser knowingly enters into a timber sale transaction with a person who is proposed for debarment under 48 CFR 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in covered transactions or timber sales, in addition to other remedies available to the Government, Forest Service may pursue available remedies, including suspension and/or debarment.

Contracting Officer shall provide a copy of Forms AD-1047, Certification Regarding Debarment, Suspension and Other Responsibility Matters-Primary Covered Transactions, and AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions to the Purchaser.

Purchaser shall complete form AD-1047 and provide to the Contracting Officer upon request.

Purchaser shall require each Subcontractor to complete form AD-1048 and provide to the Contracting Officer upon request.

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

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

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

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

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

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

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

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

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

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

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

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

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

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

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

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

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



C9.1 - PERFORMANCE BOND (08/2021)

As a further guarantee of the faithful performance of the provisions of this contract, Purchaser delivers herewith and agrees to maintain a surety bond in the dollar amount stated in A17, unless the amount is adjusted as provided in C9.11 or B9.13. In lieu of surety bond, Purchaser may deposit into a Federal Depository, as directed by Forest Service under B4.21, and maintain therein, cash in the dollar amount stated in A17.

Any adjustment or extension of time for completion of this contract beyond 1 year may be granted only with the consent of surety on bond or delivery of a new bond. Should the sureties on the bond delivered herewith, or any bond delivered hereafter in connection with this contract, become unsatisfactory to Forest Service, Purchaser shall, within 30 days of receipt of demand, furnish a new bond with surety satisfactory to Forest Service.

C9.11 - BOND REDUCTION (08/2021)

Upon Purchaser's written request, Contracting Officer shall redetermine the amount of Purchaser's performance bond to an amount not less than Purchaser's remaining obligations, including the value of Included Timber remaining on Sale Area, plus the estimated cost of uncompleted work required of Purchaser and any unpaid billings due on the timber sale. Contracting Officer shall provide written notice of the redetermined amount to Purchaser and to Purchaser's surety. Similarly, Contracting Officer shall report to Purchaser in writing the amount of deposited cash required thereafter if such deposits exist in lieu of a surety bond.

As soon as security for the performance of this contract or the settlement of Claims incident thereto is no longer necessary, appropriate notice shall be given to surety or deposits that may have been made in lieu of surety bond shall be returned to Purchaser, subject to the conditions in B9.5.