

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

TIMBER SALE CONTRACT
(Applicable to Sales to be Scaled after Felling)

Name of Purchaser

National Forest Lassen	Ranger District Eagle Lake	Region Pacific S-West	Contract Number
Sale Name Dragon MP Thin		Award Date	Termination Date 03/31/2025

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

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

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

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

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

UNITED STATES OF AMERICA

Two Witnesses: ^{1/}

(Name)

(Address)

(Name)

(Address)

By: _____
Contracting Officer

(Title)

(Purchaser) ^{2/}

By: _____

(Title)

(Business Address)

I, ^{3/} _____, certify that I am the _____
Secretary of the corporation named as Purchaser herein; that _____
who signed this contract on behalf of Purchaser, was then _____
of the corporation; that the contract was duly signed for and in behalf of the corporation by authority of its governing body, and is
within the scope of its corporate powers.

**CORPORATE
SEAL ^{4/}**

INSTRUCTIONS:

- 1/ The signatures and addresses of two witnesses are required if Purchaser is other than a corporation.
- 2/ If Purchaser is a co-partnership, the signatures should be: XYZ Company, by John Doe, a member of the firm. If Purchaser is a corporation, form of signature should be: XYZ Company, by John Doe, President (or other officer or agent) and the seal of the corporation must be impressed or indicated.
- 3/ The certificate must be completed if Purchaser is a corporation.
- 4/ If the corporation has no corporate seal that fact shall be stated, in which case a scroll or adhesive seal shall follow the corporate name.

EXAMPLE 1/	
<p><u>Subcontractor Certification</u> <u>Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion</u></p>	
<p>Timber Sale Name: _____ National Forest: _____</p>	
<p>The prospective subcontractor (participants in lower tier covered transactions) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this timber sale by any Federal department or agency.</p>	
<p>Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.</p>	
<p>Name of Subcontractor: _____ Business Address: _____ _____</p>	
<p>_____</p> <p>Date</p>	<p>_____</p> <p>Signature</p>
<p>1/ It is the Purchaser's responsibility to have subcontractors complete this certification and to maintain a file of completed certifications. This certification does not need to be returned to the Forest Service, except at the written request of the Contracting Officer.</p>	

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

A1 - Location and Area, applicable to B1.1

This Sale Area of 1500 acres more or less is located in:
Township 32 North, Range 8 East, Sections 5, 6, 7, 8, 17, and 18; Township 33 North, Range 8 East, Sections 3, 4, 5, 8, 9, and 10;
Mount Diablo Meridian

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

Species	Product	Estimated Quantity	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Merch. Factor
Combined Softwood	Sawtimber	33,615.00	Ton	10.0	1	10	6.0	12
Combined Softwood	Grn Bio Cv	17,978.00	Ton	3.0	1	6	1.0	N/A
Total Quantity		51,593.00	Ton					

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

	<u>Number</u>	<u>Acres</u>
Clearcutting Units (B2.31)	_____	_____
Specified Road Clearing (B2.32)	_____	_____
Overstory Removal Units (B2.33)	_____	_____
Understory Removal Units (B2.34)	_____	_____
Individual Trees (B2.35)	_____	1,103.34
Incompletely Marked Timber (B2.36)	_____	_____

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

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

Not Applicable

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

Species	Product	Unit of Measure	Rates per Unit of Measure				Required Deposits Slash Disposal \$
			Base \$	Advertised \$	Bid Premium \$	Bid (Flat) \$	
Combined Softwood	Sawtimber	Ton	.08	.08			.00
Combined Softwood	Grn Bio Cv	Ton	.08	.08			.00

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

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

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

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

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

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

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

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

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

Not Applicable

A6 - High Stumps, applicable to B6.412

Species	Product	Maximum Stump Height (inches)
Combined Softwood	Sawtimber	12
Combined Softwood	Grn Bio Cv	12

A7 - Specified Roads, applicable to B5.2

Name and Date of Governing Road Specifications: FP-14 Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, as amended and supplemented (English)

Project		Design Class	Appro. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Construction Staking 1/
33N03B	SEC 8 SPUR (R) (segment 0 to .05)	Single Lane - 10 mph	.05 / .08	2 06/06/2022	FS	FS	FS BC
33N29YB	NW SEC 4 (R) (segment 0 to .6)	Single Lane - 10 mph	.6 / .97	2 06/06/2022	FS	FS	FS BC

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

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

Road No.	Road Name	Type of Work	Completion Date
33N03B	SEC 8 SPUR (R) (segment 0 to .05)	Survey and Design and Construction Staking	10/31/2022
33N29YB	NW SEC 4 (R) (segment 0 to .6)	Survey and Design and Construction Staking	10/31/2022

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

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

Scaling Specifications					
Species	Product	Maximum Scaling Length (feet)	Trim Allowance		
			Diameter Range (inches)	Length Range (feet)	Trim Allowance (inches)
<i>Combined Softwood</i>	<i>Sawtimber</i>	20	ALL	ALL	6

A10 - Scaling Services, applicable to B6.81

Species	Product	Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit \$
Combined Softwood	All	Ton	Sale Area. See B6.811	Total (100%) Weight Scale	.00

A11 - Minimum Scaling Volumes, applicable to B6.81
 Minimum volume for Continuous Scaling Services in two-week period 0 Ton per scaler
 Minimum volume for Intermittent Scaling Services 0 Ton on a MONTH basis

A12 - Fire Precautionary Period, applicable to B7.2
 May 01 to December 01, inclusive

A13 - Purchaser Responsibility to Furnish Crews and Equipment for:
Initial Fire Supression, applicable to B7.3

Within 25 road miles

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

Within 100 road miles

A14 - Purchaser's Obligation per Operations Fire, applicable to B7.41
Maximum Amount: \$ \$45,500.00

A15 - Termination Date, applicable to B8.2

March 31, 2025

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

First Period: June 01 to October 31, inclusive
Second Period: _____ to _____, inclusive

A17 - Performance Bond Amount, applicable to B9.1

A18 - Downpayment, applicable to B4.211

Downpayment Amount: _____

A19 - Periodic Payment Amount, applicable to B4.213

	<u>Periodic Payment Determination Date</u>	<u>Amount</u>
Initial Payment:	_____	_____
Additional Payment:	_____	_____

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

Index Name: Softwood Lumber **Index Number:** 0811

A21 - Inapplicable Standard Provisions

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

B4.211	DOWNPAYMENT
B4.3	PAYMENT GUARANTEED BY BOND OR DEPOSITED SECURITIES
B4.31	BLANKET BOND
B4.4	PAYMENTS NOT RECEIVED
B8.212	MARKET-RELATED CONTRACT TERM ADDITION
B8.64	DEBARMENT AND SUSPENSION CERTIFICATION
B9.1	PERFORMANCE BOND
B9.11	BOND REDUCTION

A22 - List of Special Provisions

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

C2.21#	UTILIZATION, REMOVAL, AND AMOUNT PAYABLE FOR NON-SAWTIMBER (05/2008)
C2.35#	DESIGNATION OF TIMBER, CUTTING UNIT BOUNDARIES, AND SUBDIVISION/PAYMENT UNIT BOUNDARIES (06/2012)
C2.352#	DESIGNATION BY SPECIES AND DIAMETER (01/2021)
C4.211	DOWNPAYMENT (06/2007)
C4.212	TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)
C4.3	PAYMENT GUARANTEED BY BOND (08/2021)
C4.31	BLANKET BOND (08/2021)
C4.4	PAYMENTS NOT RECEIVED (08/2012)
C5.31#	ROAD MAINTENANCE REQUIREMENTS (07/2001)
C5.35#	ROAD AND WATER SUPPLY USE (05/2008)
C6.24#	SITE SPECIFIC PROTECTION MEASURES (04/2004)
C6.241	SITE SPECIFIC SPECIAL WILDLIFE SURVEY MEASURES (05/2020)
C6.315#	SALE OPERATIONS SCHEDULE (08/2006)
C6.331	LOG TRUCKING (08/2006)
C6.37	SUBSTITUTE METHODS (08/2006)
C6.41#	FELLING, BUCKING, AND LIMBING (08/2007)
C6.42#	GROUND BASED SKIDDING (08/2006)
C6.5	STREAMCOURSE PROTECTION (08/2006)
C6.6#	EROSION PREVENTION AND CONTROL (05/2008)
C6.7#	SLASH TREATMENT (08/2006)
C6.815	THIRD PARTY SCALING SERVICES (04/2004)
C7.2#	SPECIFIED FIRE PRECAUTIONS (06/2012)
C7.22#	EMERGENCY PRECAUTIONS (06/2012)
C8.212	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)
C8.64	DEBARMENT AND SUSPENSION CERTIFICATION (03/2018)
C8.66# (Option 1)	USE OF TIMBER (04/2004)
C9.1	PERFORMANCE BOND (08/2021)
C9.11	BOND REDUCTION (08/2021)

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

Notwithstanding B2.2, Purchaser is required to pay for, cut, and remove the Non-Sawtimber Products of Included Timber listed in A2 and those Non-Sawtimber Products listed in the following table, unless otherwise agreed.

If Purchaser can sufficiently demonstrate that no market exists within the normal delivery distance for specific Non-Sawtimber Products, Forest Service and Purchaser may agree to alternate removal requirements of such Non-Sawtimber Products as specified in the alternate removal agreement. See Agreement Example.

The agreement for alternate removal requirements shall be executed prior to removing any timber from the Unit(s) included in the agreement. Alternate removal requirements shall apply only to whole units and not to portions of units. All material meeting alternate removal specifications shall be cut and moved to locations designated in the agreement.

Volumes of material with alternate removal requirements will be determined from the cruise report for the sale.

Purchaser will be charged for the following:

- a) Stumpage value at current contract rates of the alternatively removed product;
- b) Plus the cost of other work required by the Forest Service to dispose of alternatively removed material;
- c) Plus the difference between the appraised transportation cost of the non-sawtimber material involved and the appraised transportation cost of the alternative;
- d) Minus any work required to be completed by the Purchaser associated with alternate removal requirements.

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

Upon acceptance of the alternative removal requirements, the affected Unit(s) will be removed from the Sale Area under B6.36.

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

See Table A

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

TABLE A

<u>Subdivision /Unit</u>	<u>Products to be Removed</u>																																										
ALL	1. All limbs and tops that are attached after skidding to whole trees and portions of trees meeting specifications for Non-Sawtimber Products. Limbwood from Sawtimber is considered Logging Slash and shall be treated under C6.7#.																																										
ALL	2. All tops that are attached after skidding to whole trees and portions of trees meeting specifications for Sawtimber products.																																										
N/A	<p>Amount Payable for Non-Sawtimber Products:</p> <p>Notwithstanding B4.0, Purchaser shall make payment for Non-Sawtimber Products prior to the start of felling any Included Timber. The amount payable has been computed by applying Bid Rates and Required Deposits to the estimated quantities listed in A2 for Non-Sawtimber Products and Payment Schedule A, attached hereto. Estimated quantities are final and are not subject to adjustment.</p> <p>Payment Schedule</p> <table border="1"> <thead> <tr> <th>Subdiv ision</th> <th>Product Item</th> <th>Unit of Measure</th> <th>Estimated Quantity</th> <th>Payment at Bid Rates</th> <th>Payment of Deposits</th> <th>Total Payments</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Subdiv ision	Product Item	Unit of Measure	Estimated Quantity	Payment at Bid Rates	Payment of Deposits	Total Payments																																			
Subdiv ision	Product Item	Unit of Measure	Estimated Quantity	Payment at Bid Rates	Payment of Deposits	Total Payments																																					

C2.35# - DESIGNATION OF TIMBER, CUTTING UNIT BOUNDARIES, AND SUBDIVISION/PAYMENT UNIT BOUNDARIES (06/2012)

Trees are designated for cutting under B2.35 only if designated as shown in the Timber Designation table below. The boundaries of Subdivisions/Payment Units and Cutting Units are designated as shown in the Boundary Designation table below. Trees used for boundary designation are not to be cut.

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

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

Timber Designation Table

Cutting Unit/ Subdivision/Area /Payment Unit	Tree Paint Color	Designation or Specification
Sale Area	BLUE	<u>Hazard Tree.</u> Notwithstanding B2.32 all dead and unstable live trees which are leaning towards a road or are otherwise hazardous to a road, and are sufficiently tall to reach Purchaser's landings or the roadbed of National Forest System roads within Sale Area, shall be felled by Purchaser when Marked in the specified paint color above and below stump height by Forest Service in advance of felling any other timber in the vicinity. Pieces meeting Utilization Standards from such dead and unstable live trees shall be removed unless Purchaser is notified in writing that removal would cause unacceptable damage to areas requiring special protection such as residual timber, roads, administrative sites, streamside management zones, and areas identified on Sale Area Map or on the ground.
Sale Area	N/A	<u>Leave Trees: All Aspen, Cottonwood and Oak trees are leave trees and will not be marked and are not included Timber in A2 of the contract</u>
Sale Area	ORANGE	<u>Leave Tree Mark.</u> All live or dead conifer trees 3.0" - 29.9" inches diameter at breast height (DBH) are designated for cutting unless Marked as leave trees. Leave trees are designated with a band at breast height and two stump marks in the specified paint color. Sale Area Map indicates areas plainly identified on the ground where leave trees are Marked to be left uncut.
Units: 801, 806, 807, 808, 809, 811, 823, 550, 551, 553, 554, 555, 556	ORANGE	<u>Aspen, Cottonwood, and Upland Sage Enhancement.</u> All live conifer trees 3.0" - 29.9" inches DBH are designated for cutting unless Marked as leave trees. Aspen and cottonwood trees 3.0" DBH and larger are leave trees and will not be marked and are not Included Timber in A2 of the contract. Aspen and cottonwood unit boundaries outside of thinning units have been designated with RED flagging. Leave trees are Marked above and below stump height with the specified paint color. Unit boundary trees for aspen and cottonwood enhancement units that are within thinning units are Marked with two ORANGE bands at breast height with at least two stump marks. Sale Area Map indicates areas plainly identified on the ground where leave trees are Marked to be left uncut.

Sale Area	ORANGE	<u>Wildlife Trees.</u> Notwithstanding the designation for cutting under B2.31, B2.33, B2.34, or B2.35, trees which are identified by standard Forest Service metal wildlife tree sign or painted with the specified paint color on the uphill and downhill side, shall be left uncut. In event such trees are destroyed in Purchaser's Operations, Forest Service may designate alternate trees to be saved.
Sale Area	BLACK	<u>Marked out trees.</u> When it is necessary to delete previously marked trees, a unique tree marking paint color will be Marked over or adjacent to the original mark, but will not obscure the original marking paint color and the unique tree marking paint color are not Included Timber.

Subdivision/Payment Unit and Cutting Unit Boundary Designation Table

<u>Subdivision/Payment Unit</u>	<u>Boundary Paint Color</u>	<u>Boundary Designation</u>
Units: 72, 501, 502, 505, 508, 509, 510, 513, 514, 519	ORANGE	Unit boundaries have been designated with BLUE flagging and have been marked with ORANGE paint. Three orange vertical stripes are painted on boundary trees, facing into the harvest units. Boundary trees too small to have three vertical stripes are painted with one vertical stripe. Boundaries are not painted along existing roads.
Non-Treatment Area Units: 72, 501, 502, 505, 508, 509, 510, 513, 514, 553	PINK	Non-Treatment area boundaries inside of harvest units are designated with YELLOW flagging. Boundaries are marked with three vertical PINK paint stripes at approximately breast height facing away from the non-treatment area.
Meadow Enhancement and Operational Riparian Conservation Areas (RCA's): Sale Area	ORANGE	Boundary trees within RCA's and meadow enhancement areas have been flagged with BLUE and WHITE striped flagging. Boundary trees have been Marked above and below stump height in the specified color. YELLOW tags on the boundary trees face into the unit.
10' Equipment Exclusion Zones for Streamcourse Protection Units:	ORANGE	Equipment Exclusion Zone boundaries are designated with BLUE and WHITE flagging. Boundaries are Marked with two vertical dots and at least two stump marks in the specified color facing into the treatable

Sale Area		portion of the unit with at least two butt marks. Only designated trees that can be reached with the boom of a feller-buncher are included timber within this buffer.
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C2.352# - DESIGNATION BY SPECIES AND DIAMETER (01/2021)

Trees that meet Utilization Standards are designated for cutting, as shown on the Tree Designation Table and Sale Area Map, except trees Marked with ORANGE color paint or described to be left uncut.

Tree Designation Table

Additional trees to be cut, if any, are Marked with N/A color paint.

All legacy trees shall be left as leave trees, unless Marked with N/A color paint. Cutting unit boundary trees if any, shall be left uncut. Cutting unit boundary trees are described in C2.35# and/or are Marked with ORANGE color paint. Other trees that shall be left uncut are Marked with ORANGE color paint.

Diameters are measured outside bark at 4 feet and 6 inches inches above ground on the uphill side of the tree. Diameters shall be measured using a "diameter equivalents of circumference" tape measure, caliper, electronic laser method or equivalent method by agreement.

C2.352# - DESIGNATION BY SPECIES AND DIAMETER (01/2021)

Tree Designation Table (Table A)

Subdivision(s) or Cutting Unit(s)	Designated Species 1/	More than Diameter (inches) 2/	Less than Diameter (inches) 2/
Units 550, 551, 553-557, 801, 806-809, 811, and 823	ALL	3.0	29.9

Additional trees to be cut, if any, are Marked with N/A color paint.

All legacy trees, regardless of age, diameter, or condition, shall be left as leave trees, unless Marked with N/A color paint. Legacy trees are defined as having platy, yellow bark on four panels (on at least $\frac{1}{2}$ to $\frac{3}{4}$ of the bole), downward or outward sweeping branches (not angled upward), and a rounding or flat top.

Cutting unit boundary trees if any, shall be left uncut. Cutting unit boundary trees are described in Provision, C2.35# and/or are Marked with ORANGE color paint. Other trees that shall be left uncut are Marked with ORANGE color paint.

Diameters are measured outside bark at Diameter at Breast Height (DBH) 4 feet, 6 inches above ground on the uphill side of the tree. Diameters shall be measured using a "diameter equivalents of circumference" tape measure, caliper, electronic laser method or equivalent method by agreement.

C4.211 - DOWNPAYMENT (06/2007)

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

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

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

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

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

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

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

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

C4.3 - 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 (08/2021)

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, 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 obligation for payment guarantee.

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.

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

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

See Contract Road Maintenance Requirements Summary Table.

C5.31# - ROAD MAINTENANCE REQUIREMENTS.
Contract Road Maintenance Requirements Summary

TABLE A

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications							
	From	To		T802	T803	T804	T805	T806	T807	T809	T810
32N83Y	Int. 33N11	Landing	0.40		P				P		
33N02	Int. Hwy 44	Int. 35N04	8.00	P	P				P		
33N03	Int. 33N37	End Road	1.20		P						
33N03B	Int. 33N03	End Road	0.20		P				P		
33N08	Int. 35N04	Int. 33N30Y	0.51	P	P				P		
33N08A	Int. 33N08	Landing	0.30		P				P		
33N11	Int. 33N02	Landing	1.80	P	P				P		
33N15	Int. 35N04	Int. 33N37	1.06	P	P				P		
33N29Y	Int. 35N04	Int. 33N29YB	0.63		P				P		
33N29YB	Int. 33N29Y	End Road	0.60								
33N37	Int. 33N15	Int. 33N85	1.30	P	P				P		
34N37	Int. 35N04	Int. 33N37	1.97		P				P		
35N04	Int. 33N02	Int. 34N37	3.60	P	P				P		
35N04E	Int. 35N04	End Road	0.26		P				P		

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

Road	Termini		Miles	Applicable During haul Road Maintenance Specifications							
	From	To		T802	T803	T804	T805	T806	T807	T809	T810
32N83Y	Int. 33N11	Landing	0.40		P				P		
33N02	Int. Hwy 44	Int. 35N04	8.00	P	P				P	P	
33N03	Int. 33N37	End Road	1.20		P				P		
33N03B	Int. 33N03	End Road	0.20		P				P		
33N08	Int. 35N04	Int. 33N30Y	0.51	P	P				P		
33N08A	Int. 33N08	Landing	0.30		P				P		
33N11	Int. 33N02	Landing	1.80	P	P				P		
33N15	Int. 35N04	Int. 33N37	1.06	P	P				P		
33N29Y	Int. 35N04	Int. 33N29YB	0.63		P				P		
33N29YB	Int. 33N29Y	End Road	0.60		P				P		
33N37	Int. 33N15	Int. 33N85	1.30	P	P				P		
34N37	Int. 35N04	Int. 33N37	1.97		P				P		
35N04	Int. 33N02	Int. 34N37	3.60	P	P				P	P	
35N04E	Int. 35N04	End Road	0.26		P				P		

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

Road	Termini		Miles	Applicable Post haul Road Maintenance Specifications							
	From	To		T802	T803	T804	T805	T806	T807	T809	T810
32N83Y	Int. 33N11	Landing	0.40		P						
33N02	Int. Hwy 44	Int. 35N04	8.00	P	P						
33N03	Int. 33N37	End Road	1.20		P						
33N03B	Int. 33N03	End Road	0.20		P						
33N08	Int. 35N04	Int. 33N30Y	0.51	P	P						
33N08A	Int. 33N08	Landing	0.30		P						
33N11	Int. 33N02	Landing	1.80	P	P						
33N15	Int. 35N04	Int. 33N37	1.06	P	P						
33N29Y	Int. 35N04	Int. 33N29YB	0.63		P						
33N29YB	Int. 33N29Y	End Road	0.60		P						
33N37	Int. 33N15	Int. 33N85	1.30	P	P						
34N37	Int. 35N04	Int. 33N37	1.97		P						
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35N04E	Int. 35N04	End Road	0.26		P						

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

TABLE A

Dust Abatement Plan (B5.3, C5.31, T-806)						
Sale Name: Dragon MP Thin			Sale Volume		51,593 GT	
<u>Road No.</u>	<u>Material Type or Grade</u>	<u>Application Rate</u>		<u>Frequency of Subsequent Application</u>	<u>Preparation Method</u>	<u>Wt.-Vol. Conversion Method</u>
		<u>Initial</u>	<u>Subsequent</u>			
32N83Y		n/a	n/a	Watering shall be performed once each day for haul up to 10 loads/day.	T-806 as needed	n/a
33N02	water	n/a	n/a			
33N03	water	n/a	n/a			
33N03B	water	n/a	n/a			
33N08	water	n/a	n/a	For haul over 10 loads/day watering shall be performed as needed to abate dust		
33N08A	water	n/a	n/a			
33N11	water	n/a	n/a			
33N15	water	n/a	n/a			
33N29Y	water	n/a	n/a			
33N29YB	water	n/a	n/a			
33N37	water	n/a	n/a			
34N37	water	n/a	n/a			
35N04	water	n/a	n/a			
35N04E	water	n/a	n/a			

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

National Forest water supply locations, access, method of filling trucks, period of water availability and procedures designed to maintain water quality at each location shall be agreed in advance of use. Such use shall at no time reduce water supplies to the level that further use may be detrimental to aquatic resources or other established use. Waterholes and other improvements relating to said water supplies shall be put into condition, prior to expected seasonal periods of precipitation or runoff, to avoid resource damage.

Damage to resources at such locations caused by Purchaser's Operations, other than fire suppression activities, shall be repaired by Purchaser in a timely and agreed manner to the extent practicable to restore and prevent further resource damage.

Unless otherwise agreed, Purchaser's use of roads and other water supply requirements shall conform to the following table.

See Table A

SPECIFICATIONS PURSUANT TO C5.35# - REQUIREMENTS OF ROAD AND WATER SUPPLY USE

TABLE A

Load Limitations	<p>Purchaser shall notify Forest Service in writing of the planned size and load distribution for equipment which exceeds the State of California Vehicle Code legal size and weight, and the National Forest System roads to be used. Such notice may be part of plan of operation under B6.311. Within 15 days after receipt of the written notice Forest Service shall notify Purchaser in writing of any regulations or restrictions that may be needed to protect National Forest Transportation Facilities.</p> <p>A written permit shall be required for moving any vehicle which is in excess of the established legal size and weight which is not listed in the above plan, except as may be authorized in prior written agreements.</p>
Existing Non-National Forest System Roads	<p>Roads not shown on Sale Area Map may be used as Temporary Roads if there is agreement before use is started.</p>
Snow Removal	<p>If Purchaser removes snow from roads, such work shall be done with Forest Service approval and in a manner that will protect roads and adjacent resources.</p> <p>Snow berms shall be removed or placed to avoid accumulation of melt water on the road and prevent water concentration on erosive slopes or soils.</p> <p>Snow must not be removed to the road surface. A minimum 4-inch snow depth must be left to protect the roadway. If the road surface is damaged, Purchaser shall replace lost surface material and repair structures damaged in blading operations prior to hauling, unless climatic conditions prevent necessary work from being accomplished or as otherwise agreed in writing.</p> <p>Single lane roads shall be plowed full width including turnouts. In event double lane roads are not plowed to full width, warning signs shall be required, and plowing shall be no less than single lane (12 feet) with intervisible turnouts.</p>

<p>Water Supply Deposits</p>	<p>If Purchaser utilizes the water site located Whitehorse Well, for any listed activity, Purchaser shall make deposit with Forest Service for that activity at the time and in the amount shown in the Water Supply Deposit Schedule table below.</p> <p style="text-align: center;">WATER SUPPLY DEPOSIT SCHEDULE</p> <table border="1" data-bbox="418 491 1430 751"> <thead> <tr> <th>Activity</th> <th>Unit of Payment</th> <th>Unit Cost</th> <th>Total Cost</th> <th>Time of Payment</th> </tr> </thead> <tbody> <tr> <td>Dust Abatement</td> <td>1000 gallons</td> <td>\$1.95</td> <td>As Used</td> <td>After Use</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Activity	Unit of Payment	Unit Cost	Total Cost	Time of Payment	Dust Abatement	1000 gallons	\$1.95	As Used	After Use																									
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<p>Surface Replacement Deposits</p>	<p>Purchaser shall make Required Deposits for deferred surface replacement (16 U.S.C. 537) for use of existing surfaced roads. If applicable, such deposits shall be based upon the volume and distance hauled on the roads and at the applicable rates listed in the table below titled Surface Replacement Deposit Schedule. If Purchaser uses surfaced roads under jurisdiction of Forest Service other than those listed, Forest Service may establish applicable rates for such surfaced roads.</p> <p style="text-align: center;">SURFACE REPLACEMENT DEPOSIT SCHEDULE</p> <table border="1" data-bbox="418 1115 1430 1486"> <thead> <tr> <th>Road No.</th> <th>From</th> <th>To</th> <th>Miles</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>33N02</td> <td>Int. Highway 44</td> <td>Int. Road 35N04</td> <td>8.00</td> <td>0.81</td> </tr> <tr> <td>33N08</td> <td>Int. Road 35N04</td> <td>Int. Road 33N30Y</td> <td>0.51</td> <td>0.81</td> </tr> <tr> <td>33N11</td> <td>Int. Road 33N02</td> <td>Landing</td> <td>1.80</td> <td>0.81</td> </tr> <tr> <td>33N15</td> <td>Int. Road 35N04</td> <td>Int. Road 33N37</td> <td>1.06</td> <td>0.81</td> </tr> <tr> <td>33N37</td> <td>Int. Road 33N15</td> <td>Int. Road 33N85</td> <td>1.30</td> <td>0.81</td> </tr> <tr> <td>35N04</td> <td>Int. Road 33N02</td> <td>Int. Road 34N37</td> <td>3.60</td> <td>0.81</td> </tr> </tbody> </table> <p>Sale Area Average Rate: \$0.81 / GT</p>	Road No.	From	To	Miles	Rate	33N02	Int. Highway 44	Int. Road 35N04	8.00	0.81	33N08	Int. Road 35N04	Int. Road 33N30Y	0.51	0.81	33N11	Int. Road 33N02	Landing	1.80	0.81	33N15	Int. Road 35N04	Int. Road 33N37	1.06	0.81	33N37	Int. Road 33N15	Int. Road 33N85	1.30	0.81	35N04	Int. Road 33N02	Int. Road 34N37	3.60	0.81
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C6.24# - SITE SPECIFIC PROTECTION MEASURES (04/2004)

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

Cultural Resource Protection Measures: CA1 - No operations are permitted within Control Areas for Cultural Resources. Cultural Resource Control Areas are flagged with RED and WHITE striped flagging and/or posted with RED plastic signs labeled CA. Signs are posted on the perimeter of the controlled area facing into the treatment unit.

Wildlife and Botanical Protection Measures: CA2 - No operations are permitted within Control Areas for Botanical Resources. Botanical Resource Control Areas are flagged with BLUE and BLACK striped flagging. Signs are posted on the perimeter of the controlled area facing into the treatment unit.

Cave Resource Protection Measures: N/A

C6.241 - SITE SPECIFIC SPECIAL WILDLIFE SURVEY MEASURES (05/2020)

Notwithstanding C6.315#, when agreed to in writing Purchaser may request a waiver of operating restrictions. If granting such a request requires on the ground surveys prior to approval or denial, the Forest Service will have 10 days to commence such surveys following the acceptance of Purchaser's request by the Contracting Officer. If the Forest Service cannot proceed with these surveys, the Purchaser may request that a qualified wildlife biologist selected by the Purchaser, and approved by the Contracting Officer, be allowed to conduct the survey based on protocol provided by the Contracting Officer. The biologist may be an employee of the Purchaser. The survey of the biologist will be conducted at no cost to the Forest Service. All surveys will document survey methodology, locations, time and dates, personnel and results. The Contracting Officer will have 5 working days to determine whether a waiver is granted after the results are presented. If no decision is made by the Contracting Officer, the waiver is considered denied. The waiver is only granted for the operating season in which the surveys were performed.

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

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

See Table A

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

Table A

Subdivision/ Area/Unit	Conditions of Operation	Purpose
Sale Area	<p>Included Timber must be removed from the Sale Area within:</p> <p>Four weeks of felling from March 1 to June 30 Six weeks of felling from July 1 to September 30. Eight weeks of felling from Oct 1 to Dec 31</p> <p>If the Forest Service agrees in writing to allow Included Timber to remain on site from the end of the Normal Operating Season to March 1, material must be removed from the Sale Area before June 1.</p>	Control of slash breeding insects and/or to capture full value of green material.
Units 72, 553, 554, 556, 801, and 806	Sandhill Crane: A Limited Operating Period (LOP) from April 1 through August 1 will be imposed. No activities will occur.	Protection of Sandhill Crane habitat.
Unit 510	Northern Goshawk: A Limited Operating Period (LOP) from February 15 through September 15 will be imposed. No activities will occur.	Protection of Northern Goshawk habitat.
Sale Area	<p>Gray Wolf Limited Operating Period (LOP): At this time there are no confirmed Gray wolf detections within or near the sale area. If den sites or pup rendezvous sites are discovered within vicinity of the sale area an LOP from March 1 through August 15 will be imposed. The LOP will encompass a 1-mile radius from discovered sites. The LOP may be lifted if surveys indicate no denning activity is taking place.</p>	Protection of Gray Wolf.
Sale Area	Purchaser shall complete felling and substantially complete removal of included products in one subdivision before entering another subdivision, unless otherwise agreed in writing.	Needed to improve control of operations.

C6.331 - LOG TRUCKING (08/2006)

To promote safe operations on National Forest roads and on Specified Roads, loads shall be safely secured before trucks move from the landing or loading location.

C6.37 - SUBSTITUTE METHODS (08/2006)

Notwithstanding other provisions herein, for minor changes such as changes in logging systems for areas smaller than 5 acres, Purchaser and Forest Service may agree in writing that use of substitute methods or equipment will achieve Forest Service objectives under this contract and may be used in lieu of those specified for Purchaser's Operations.

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

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

See Table A

**SPECIFICATIONS AND TREATMENTS PURSUANT TO C6.41# - FELLING, BUCKING
AND LIMBING**

TABLE A

Treatment Method and Applicable Map Symbol	Felling, Bucking and Limbing Specifications
Limbing N/A	Outside of construction clearings, Clearcutting Units and regeneration units, unless otherwise provided by B6.414, Purchaser shall, prior to skidding/yarding operations, cut exposed limbs from products which are to be skidded/yarded. Such limbing of stems shall be done to a top diameter of approximately N/A inches, at which point the top shall be cut from the remainder of the stem.
No Lop N/A	Within units or subdivisions designated NO LOP on Sale Area Map, trees shall be skidded/yarded to agreed landing locations prior to lopping.
Whole Tree Yarding "WHOLE" <i>All Units</i>	Notwithstanding the requirements above, within units or subdivisions designated "Whole" on Sale Area Map, trees smaller than 20 inches dbh shall be skidded to agreed landing locations prior to limbing, bucking, and lopping. Trees larger than or equal to 20 inches DBH shall be bucked into two or more pieces with the butt portion being no longer than 41 feet prior to skidding/yarding. The butt log shall be limbed prior to skidding/yarding.
Directional Felling "DF" <i>All Units</i>	Within areas designated DF on Sale Area Map, Included Timber shall be directionally felled away from fences, stream courses, no treatment areas, roads, survey monuments, other ownership, cattleguards, and controlled areas with the use of specialized equipment. Such directional felling shall not be required when in the faller's judgment it is unsafe to do so and shall be left standing.
Treatment of Stumps "TS" <i>All Units</i>	Within areas shown on Sale Area Map, Purchaser shall treat stumps of all live CONIFER trees greater than or equal to 14 inches stump diameter, (measured inside bark) unless otherwise agreed in writing. Treatment shall be with a borate compound registered by EPA in the State of California for prevention of annosus root disease. Treatment shall consist of removal of sawdust and other loose debris from the cut surface of the stump and application of a thin layer of the borate compound uniformly over the entire cut surface, including exposed wood surfaces on the stump sides, at the rate specified on the product label. Any surface irregularities on the stump preventing application of a uniform layer of borate compound shall be cut level prior to treatment. Unless waived in writing,

Purchaser shall also apply an approved colorant mixed with the borax to insure complete coverage. Treatment should be done as soon as possible but shall be completed no later than **4** hours after felling, otherwise stumps shall be re-cut and treated.

Purchaser shall not apply borate compound during heavy rain fall or when such precipitation rate is predicted within **4** hours of application to cause borate compound to be flushed off the stump and become ineffective, in that case treatment shall be reapplied. Application shall be completed within 24 hours of the precipitation having ceased. Borate compound also shall not be applied to stumps located within **25** feet of live streamcourses and meadows/wetlands shown on Sale Area Map and **25** feet of sensitive plant location boundaries as flagged on the ground.

Purchaser shall provide the borate compound and colorant and apply it in compliance with the State of California laws and regulations pertaining to pesticides and pest control operations. Borate compound storage shall be located such that any spillage will not contaminate water. All spills shall be promptly cleaned up and spilled material disposed of according to the product label. All spills occurring in water or over **25** pounds shall be reported to Forest Service within **24** hours.

Purchaser shall submit at the end of each month a "Monthly Summary of Pesticide Use Reports" to the appropriate County Agricultural Commissioner with a copy to the District Ranger.

<p>Maximum Log Length N/A</p>	<p>Cut trees shall be bucked prior to skidding so that resulting logs shall not exceed the maximum log length including trim allowance shown in following table:</p> <table border="1" data-bbox="573 1318 1409 1509"> <thead> <tr> <th data-bbox="573 1318 954 1367">Unit Number</th> <th data-bbox="954 1318 1409 1367">Maximum Log Length</th> </tr> </thead> <tbody> <tr> <td data-bbox="573 1367 954 1415"></td> <td data-bbox="954 1367 1409 1415"></td> </tr> <tr> <td data-bbox="573 1415 954 1463"></td> <td data-bbox="954 1415 1409 1463"></td> </tr> <tr> <td data-bbox="573 1463 954 1509"></td> <td data-bbox="954 1463 1409 1509"></td> </tr> </tbody> </table>			Unit Number	Maximum Log Length						
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<p>Minimum Stump Height N/A</p>	<table border="1"> <thead> <tr> <th data-bbox="558 1556 857 1633">Unit/Subdivision</th> <th data-bbox="857 1556 1138 1831">Minimum Stump Height (inches)</th> <th data-bbox="1138 1556 1416 1831">Purpose or Reason</th> </tr> </thead> <tbody> <tr> <td data-bbox="558 1633 857 1682"></td> <td data-bbox="857 1633 1138 1682"></td> <td data-bbox="1138 1633 1416 1682"></td> </tr> <tr> <td data-bbox="558 1682 857 1730"></td> <td data-bbox="857 1682 1138 1730"></td> <td data-bbox="1138 1682 1416 1730"></td> </tr> <tr> <td data-bbox="558 1730 857 1778"></td> <td data-bbox="857 1730 1138 1778"></td> <td data-bbox="1138 1730 1416 1778"></td> </tr> <tr> <td data-bbox="558 1778 857 1831"></td> <td data-bbox="857 1778 1138 1831"></td> <td data-bbox="1138 1778 1416 1831"></td> </tr> </tbody> </table>	Unit/Subdivision	Minimum Stump Height (inches)	Purpose or Reason														
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C6.42# - GROUND BASED SKIDDING (08/2006)

Unless otherwise agreed in writing, the method of skidding Included Timber shall be as shown on the Sale Area Map, by areas, with symbols defined in the following table:

See Table A

Ground-Based Skidding Table - C6.42#

TABLE A

Map Symbol	Requirements
TRAC	<p>Skid road pattern shall be agreed in advance of felling and main skid roads shall be flagged on the ground in advance of felling. Purchaser shall stage-log by felling and skidding Included Timber in two or more separate operations when necessary to prevent undue damage to the resources or residual stand. Needed tractor trails shall be constructed in advance of skidding.</p> <p>Products shall be end-lined as needed to protect resources or residual timber from unnecessary damage. The number of chokers shall be limited as necessary to avoid unnecessary damage to resources or residual timber. By agreement, tractors may be used to separate products to prevent stain.</p>
SUSP	<p>Products shall be skidded with leading end clear of ground.</p>
ENDL	<p>Endlining shall not be required for distances in excess of <u>60</u> feet uphill, and <u>120</u> feet downhill.</p>
MH	<p>Purchaser shall cut Included Timber and move it to designated skid trails using equipment with a boom having an operating radius of at least <u>15</u> feet for bunching trees, capable of severing, lowering and placing trees up to <u>20</u> inches diameter at stump height on the ground prior to skidding. Such equipment must be capable of operating on slopes up to <u>20</u> %.</p> <p>Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources from unnecessary damage.</p> <p>Trees which exceed capability of specified equipment may be felled, bucked and skidded in a manner consistent with the requirements of B6.41 - Felling and Bucking, C6.41# - Felling, Bucking, and Limbing and the above "TRAC", "SUSP", and "ENDL" requirements.</p>

C6.5 - STREAMCOURSE PROTECTION (08/2006)

Unless otherwise agreed in writing, wheel or track laying equipment shall not operate within "Buffer Strips" except as necessary for fire suppression activities. "Buffer Strips" are areas marked on the ground or are within the distances identified on the Sale Area Map measured from the apparent high water mark of streamcourses. Boundaries of Buffer Strips may be modified by agreement in writing to meet unforeseen operating conditions.

Culverts, bridges, or other suitable structures shall be required on skid roads and trails only at points where it is necessary to protect Stream courses. The type of crossing structures, method of installation and removal shall be determined by agreement. Purchaser in accordance with C6.6 - Erosion Prevention and Control, shall remove such structures and associated fills.

Damage to Stream course or Buffer Strips caused by unauthorized Purchaser's Operations shall be repaired by Purchaser in a timely and agreed manner to the extent practical as determined by Forest Service to restore and prevent further damage to Stream courses.

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

Erosion prevention and control work, including Streamcourse protection, required by C6.5 and B6.6 shall be completed within 15 calendar days after skidding operations related to each landing are substantially completed or after Forest Service designation on the ground of work where such designation is required hereunder. Said time limit shall be exclusive of full days lost in Purchaser's Operations due to causes beyond Purchaser's control. Such on the ground designation shall be done as promptly as feasible unless it is agreed that the location of such work can be established without marking on the ground. After September 15 and as long thereafter as operations continue the work shall be done as promptly as practicable. Damage resulting from Purchaser's Operations due to failure to perform required work shall be repaired by Purchaser.

Notwithstanding other provisions in this contract and unless otherwise agreed in writing, any hay, straw, or mulch used in this contract shall be State of California certified weed free.

Additional erosion control requirements of this contract are listed in the following table.

See Table A

SPECIFICATIONS PURSUANT TO C6.6# - EROSION PREVENTION AND CONTROL

Table A

<p><u>Vegetative Soil Stabilization</u></p> <p>N/A</p>
<p><u>Special Erosion Prevention Measures</u></p> <p>Purchaser shall give adequate treatment by spreading slash or wood chips or by agreement giving other treatment to portion of tractor roads, skid trails, landings, cable yarding corridors, tractor-end lined corridors and Temporary Road fills where necessary to supplement other erosion prevention measures required elsewhere in this contract. In no event shall Purchaser be required to treat more acres than that shown in the legend of Sale Area Map. The specific locations to be treated shall be designated on the ground by Forest Service. These special erosion prevention measures are to be done within the same date and time periods as stated above.</p>
<p><u>Soil Scarification</u></p> <p>N/A</p>
<p><u>Backbladding</u></p> <p>N/A</p>
<p><u>Tillage</u></p> <p>N/A</p>

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

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

All vegetative debris associated with construction of Specified Roads such as unutilized timber, brush and grubbed stumps is Construction Slash. Measures to be taken by Purchaser for treatment of Construction Slash are set forth in the attached road construction specifications and in the attached slash treatment specifications.

Vegetative debris larger than 1 inch in diameter outside bark and 3 feet long resulting from Purchaser's Operations, other than Construction Slash, is Logging Slash. Measures to be taken by Purchaser for treatment of Logging Slash are set forth below unless otherwise agreed in writing.

Forest Service and Purchaser shall jointly develop a schedule for completion of slash treatment on the various portions of Sale Area prior to Purchaser's Operations.

Removing may be substituted for treatment of any other specified method.

By agreement in writing, certain slash may be left for fuelwood. When the specified treatment is by a combination of methods, Logging Slash not treated by one of the methods shall be treated by the other(s).

See the slash treatment specification table below.

See Table A.

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

Specified slash treatment methods shall be shown on Sale Area Map or listed in the following tables using the following symbols:

Slash Treatment Methods

<u>Symbol</u>	<u>Method</u>	<u>Definition</u>
MACH	"Machine Piling"	Concentrations of Logging Slash, excluding scattered individual pieces, shall be Machine Piled by tractor equipped with brush rake for disposal by Forest Service.

UNIT AND SUBDIVISION TREATMENT SPECIFICATIONS.

PILING SPECIFICATIONS. All piles shall be reasonably compact and free of soil to facilitate burning and shall be constructed of such size and at such distance from trees so that burning shall not result in unnecessary damage to residual timber. Such Logging Slash shall be bucked into lengths not exceeding **10** feet prior to piling. Maximum width of tractor, with brush rake attached, shall not exceed **120** inches. Machine Piling is not required on areas where use of tractors would cause undue damage to residual timber or where slopes exceed **35** percent. Piles shall be located a distance of at least twice their height in feet from the outer edge of tree crowns or snags. Piles shall be no less than four feet in height or greater than **16** feet in height. Material extending three feet or more outside the edge of a pile shall be trimmed. An **8** foot fuelbreak shall be cleared of all but fine material around each Machine Pile and an **18** inch wide fireline shall be cleared to mineral soil around the outer ring of the fuelbreak. For hand piles, Purchaser shall construct a fireline cleared to mineral soil and at least 3 feet wide around each pile. In areas where there is a potential for burning material to roll, firelines, including those for Machine Piles, shall be trenched on the downhill side of each pile to adequately prevent material from crossing firelines. Trenches shall be constructed by hand unless otherwise agreed.

LANDINGS AND DISPOSAL SITES. Unutilized logs accumulated at landings and disposal sites shall be Decked by Purchaser for disposal by Forest Service. The maximum height of decks is shown in the following table. Other slash accumulated at landings and disposal sites shall be kept separate from unutilized logs and treated by the method shown in the following table.

		SLASH TREATMENT	
	Subdivision	Specified Method	Maximum Height of Decks
Landings	ALL	MACH	16'
Disposal Sites	N/A	N/A	N/A

TREATMENT ALONG PERMANENT ROADS Permanent roads that require roadside slash treatment are listed in the attached table and shown on Sale Area Map. All Logging and Construction Slash within Required Disposal Strips shall be treated by Purchaser. "Required Disposal Strips" are those areas adjacent to permanent roads where slash treatment is required for resource objectives. The width of Required Disposal Strips is shown in the attached table and is measured in slope distance from Roadbed edges of permanent roads. By agreement, in Clearcutting Units and regeneration units slash from Required Disposal Strips may be treated with other Logging Slash. By agreement the location of Required Disposal Strips may be adjusted from side to side without materially changing the total work required.

Slash treatment in Required Disposal Strips shall be accomplished without affecting the proper functioning of channels leading to and from drainage structures.

Logging Slash larger than treatment size requirements of the specified method shall either be Scattered outside Required Disposal Strip, within Required Disposal Strip or Decked at agreed locations as shown in the attached table.

			SLASH TREATMENT	
Road No.	Subdivision and/ or Unit No. or Road Junctions (From To)	Width of Required Disposal Strip	Specified Method	Slash Larger Than Treatment Size Requirements of Specified Method
N/A				

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.

C7.2# - SPECIFIED FIRE PRECAUTIONS (06/2012)

Purchaser or a designated Purchaser's Representative shall certify compliance with specific Timber Sale Contract and California Public Resources Code (CPRC) fire precautionary measures in B7.1 Plans, C7.2# and C7.22#. Certification shall be provided prior to starting operations during Fire Precautionary Period and shall be updated as needed.

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

Upon request of Forest Service, Purchaser shall permit and assist in periodic testing and inspection of required fire equipment.

The following definitions shall apply to C7.2# and C7.22#:

Active Landing: A location Purchaser is skidding logs into, or performing other operations such as delimiting, log manufacturing, and chipping logs. Except for EV and E days, loading logs or stockpiled chips only on a cleared landing does not constitute an Active Landing.

Hot Saw: A harvesting system that employs a high-speed (>1100 rpm) rotating felling head (i.e., full rotation lateral tilt head).

Mechanical Operations: The process of felling, skidding, chipping, shredding, piling, log processing and/or yarding which requires the use of motorized power which includes, chainsaws, chippers, motorized carriages, masticators, stroke delimiters, skidders etc.

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

Table A

C7.2# - SPECIFIED FIRE PRECAUTIONS. (06/2012)

Table A

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

<u>A. Fire Tools and Equipment</u>	<p>Purchaser shall meet applicable parts of Section 4428 of the CPRC.</p> <p>Unless agreed otherwise, Fire tools kept at each Active Landing shall be sufficient to equip all employees in the felling, yarding, loading, chipping, and material processing operations associated with each landing. Fire equipment shall include two tractor headlights for each tractor dozer used in Purchaser's Operations. Tractor headlights shall be attachable to each tractor and served by an adequate power source. Fire tools shall be kept in a sealed fire tool box adjacent to the Active Landing and readily accessible in event of fire.</p> <p>Where cable yarding is used, Purchaser shall provide a size 0 or larger shovel with an overall length of not less than 46 inches and a serviceable 5 gallon backpack pump filled with water or a fire extinguisher bearing a label showing at least a 4-A rating must be within 25 feet of each tail and corner block.</p> <p>Trucks, tractors/skidders, pickups and other similar mobile equipment shall be equipped with and carry at all times a size 0 or larger shovel with an overall length of not less than 46 inches and a 2-1/2 pound axe or larger with an overall length of not less than 28 inches.</p> <p>All required fire tools shall be maintained in suitable and serviceable condition for fire fighting purposes.</p>
<u>B. Fire Extinguishers</u>	<p>Purchaser shall equip each internal combustion yarder, fuel truck, and loader with a (4-A:60-B:C) fire extinguisher for oil and grease fires.</p> <p>Skidders and tractors shall be equipped with a minimum 5-BC fire extinguisher.</p> <p>Fire extinguishers shall be mounted, readily accessible, properly maintained and fully charged.</p> <p>Purchaser shall equip all mechanized harvesting machines and log processors with hydraulic systems, powered by an internal combustion engine (e.g. masticator, chipper, feller/buncher, harvester, forwarder, Hot Saw, stroke delimeter, etc), with at least two 4-A:60-B:C fire extinguishers or an acceptable CAFS substitute identified in Section K.</p>
<u>C. Spark Arresters and</u>	<p>Except for tractors and other equipment with exhaust-operated turbochargers, Purchaser shall equip each operating tractor</p>

Mufflers

and any other internal combustion engine with an approved spark arrester. There shall be no exhaust bypass on any system.

Spark Arresters shall be a model tested and approved under Forest Service Standard 5100-1a as shown in the National Wildfire Coordinating Group Spark Arrester Guide, Volumes 1 and 2, and shall be properly mounted and maintained according to manufacturer's specifications.

Every motor vehicle subject to registration shall at all times be equipped with an adequate exhaust system meeting the requirements of the California Vehicle Code.

D. Power Saws

Each power saw shall be equipped with a spark arrester approved and maintained in effective working order as identified in the Spark Arrester Guide in Section C. above and according to applicable parts of CPRC Section 4442 or 4443. An Underwriters Laboratories (UL) approved fire extinguisher containing a minimum 14 ounces of fire retardant shall be kept with each operating saw.

A size 0 or larger shovel with an overall length of not less than 38 inches shall be kept with each gas can, but not more than 300 feet from each power saw when used off cleared landing areas.

E. Fire Supervisor & Fire Patrolperson

Purchaser shall designate in the fire plan required by B7.1 and furnish on Sale Area during operating hours a fire supervisor, named in writing and authorized to act on behalf of Purchaser in fire prevention and suppression matters.

Unless agreed otherwise, Purchaser shall furnish and designate in writing, a Fire Patrolperson each operating day when Project Activity Level C or higher is in effect. When on duty, the Fire Patrolperson is required to patrol the operation for the prevention and detection of fires, to take suppression action where necessary and to notify Forest Service as required under Sections I. Reporting Fires and L. Communications. This Fire Patrol is required on foot, unless otherwise agreed.

By written agreement, one Fire Patrolperson may provide patrol on this and adjacent projects or sales. No Fire Patrolperson shall be required on Specified Road construction jobs except during clearing operations unless otherwise specified.

F. Seasonal Permits

Purchaser shall obtain written permits from Forest Service before allowing welding, warming fires or burning, subject to C7.22# - Emergency Precautions.

G. Clearing of Fuels

Purchaser shall clear away, and keep clear, fuels and logging debris as follows:

Welding equipment and stationary log loaders, yarders and other equipment listed in California State Law:	10 feet slope radius
Tail or corner haulback blocks:	All running blocks on a cable yarding operation shall be located in the center of an area that is cleared to mineral soil at least 15 feet in diameter.
Lines near, between or above blocks:	Sufficient clearing to prevent line from rubbing on snags, down logs and other dead woody material.

H. Smoking

All smoking shall be confined within a car, truck, crew rig or other enclosed cab after 1:00 PM on Ev days and all hours on E days (C7.22#). At other times, any smoking shall be done while sitting in an area at least 3 feet in diameter, cleared of flammable materials. Burning tobacco and matches shall be extinguished before they are properly disposed.

I. Reporting Fires

As soon as feasible, but no later than **15 minutes** after discovery, Purchaser shall notify Forest Service of any fires on Sale Area or along roads used by Purchaser.

J. Tank Truck

Purchaser shall provide a water tank truck or trailer on or in proximity to Sale Area during Purchaser's Operations hereunder during Fire Precautionary Period unless otherwise agreed.

Tank truck or trailer shall contain at least 300 gallons of water and comply with the following requirements:

(1) Pump, which at sea level, can deliver 23 gallons per minute at 175 pounds per square inch measured at the pump outlet. Pumps shall be tested on Sale Area by Forest Service using a 5/16 inch orifice with a one inch in line test kit and shall meet or exceed the pressure values identified in the following table for nearest temperature and elevation:

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

The pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread. A bypass or pressure relief valve shall be provided for other than centrifugal pumps.

(2) 300 feet of 3/4-inch inside diameter rubber-covered high-pressure hose mounted on live reel attached to pump with no segments longer than 50 feet, when measured to the extreme ends of the couplings. Hose shall have reusable compression wedge type 1-inch brass or lightweight couplings (aluminum or plastic). One end of hose shall be equipped with a coupling female section and the other end with a coupling male section. The hose shall, with the nozzle closed, be capable of withstanding 200 PSI pump pressure without leaking, distortions, slipping of couplings, or other failures.

(3) A shut-off combination nozzle that meets the following minimum performance standards when measured at 100 P.S.I. at the nozzle:

	G.P.M.	Horizontal Range
Straight Stream	10	38 feet
Fog Spray	6 - 20	N/A

(4) Sufficient fuel to run pump at least 2 hours and necessary service accessories to facilitate efficient operation of the pump.

(5) When Purchaser is using Hot Saws or Masticators an additional 250 feet of light weight hose, approved by Forest Service, shall be immediately available for use and be capable of connecting to the 300 feet of hose and appurturances in (2) and (3) above.

(6) This equipment and accessories shall be deliverable to a fire in the area of operations and is subject to the requirements for each specific activity level identified in C7.22#.

K. Compressed Air
Foam System
(CAFS)

A fire suppression system where compressed air is added to water and a foaming agent. By agreement, Purchaser may substitute a CAFS or functional equivalent in lieu of the tank truck, trailer or fire extinguishers, provided it meets or exceeds the following specifications and requirements:

1. Variable foam expansion ratio - 10:1 to 20:1.
2. Units shall be kept fully charged with air; water and foam concentrate as recommended by the manufacturer and have the appropriate tools to service the system.
3. The unit shall contain enough energy to empty tank and clear hose prior to exhausting propellant.
4. The unit shall be capable of being completely recharged within 10 minutes.
5. When used on cable yarding landings, the unit shall be outfitted for immediate attachment to carriage and transported without damage to the unit.

Fire extinguishers required for Hot Saws, Masticators and similar equipment identified in Section B. above may be substituted with a 3 gallon CAFS.

Tank truck, trailer or equivalent may be substituted with a 30 Gallon CAFS with at least 550 feet of one inch hose and an adjustable nozzle with enough water, air and foam concentrate for at least one recharge.

This equipment and accessories shall also be deliverable to a fire in the area of operations and subject to the requirements for each specific activity level identified in C7.22#.

L. Communications

Purchaser shall furnish a serviceable communications system such as a telephone, radio-telephone, radio system or satellite phone connecting each operating side within the Sale Area with Purchaser's headquarters, and capable of notifying Forest Service within **15 minutes** of discovery of any fires on the Sale Area or along Purchaser's haul route. When such headquarters is at a location which makes communication to it clearly impractical, Forest Service may agree to a reasonable alternative notification method.

A Citizen's Band (CB) radio is not acceptable communications.

M. Cable Yarding
Tank Unit

When all or part of Included Timber will be harvested by a long span (over 1,500 feet) cable yarding operation, Purchaser shall provide at each active cable yarding landing a tank truck, trailer or acceptable CAFS substitute which can be lifted and transported by the carriage.

The unit shall meet the same requirements as specified for the tank truck, trailer or approved CAFS substitute.

N. Helicopter
Yarding Fire

Purchaser shall provide and maintain fire equipment as follows:

Precautions

1. The fire tool box required under this provision shall be equipped for attachment to the helicopter long line so that it may be hauled to needed locations. Such attachment device shall not interfere with access to fire tools. Unless agreed otherwise, the fire tool box shall be located at the Active Landing ready for immediate dispatch.
2. An external helibucket readily attachable to the helicopter, with a capacity of at least 500 gallons, and having a remote control door mechanism adequate for rapid dropping of water. The helibucket shall be located at the helicopter service landing and shall be filled with water ready for immediate dispatch unless otherwise agreed.
3. All aircraft used in conjunction with Purchaser's Operations shall be equipped with an operable radio system capable of meeting Region Five avionics requirements.
4. For protection of fuel servicing operations, fire extinguishers which have the following ratings based on the open hose discharge capacity, i.e., "broken hose," of the aircraft fueling system shall be readily available:
 - a. Where said capacity does not exceed 200 gallons per minute, at least one approved extinguisher having a minimum rating of 20-B;
 - b. Where said capacity is in excess of 200 gallons per minute, but not over 350 gallons per minute, one approved extinguisher having a minimum rating of 80-B;
 - c. Where said capacity is in excess of 350 gallons per minute, two approved extinguishers, each having a minimum rating of 80-B.
5. By agreement, a suitable CAFS may also be used in lieu of the above extinguishers.
6. Extinguishers of over 50 pounds gross weight shall be of wheeled type or be mounted on carts to provide mobility and ease of handling.

C7.22# - EMERGENCY PRECAUTIONS (06/2012)

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

Forest Service, in its sole discretion, may change the predicted activity level if the current fire suppression situation, weather and vegetation conditions warrant an adjustment. If practicable, Forest Service will determine the following day's activity level by 6:00 PM. Purchaser shall obtain the predicted Project Activity Level from the appropriate Ranger District Office before starting work each day.

Forest Service may change the Project Activity Level Table to other values upon revision of the National Fire Danger Rating System. When Purchaser is notified, the revised Project Activity Levels will supersede the levels in the Project Activity Level Table below.

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

PROJECT ACTIVITY LEVEL (PAL)-C7.22# - EMERGENCY PRECAUTIONS (6/2012)

PROJECT ACTIVITY LEVEL TABLE A

Level	Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.
A	Minimum required by C7.2#.
B	1. Tank truck, trailer, or approved CAFS substitute shall be on or adjacent to the Active Landing.
C	1. When Hot Saws or Masticators are operating, a tank truck, trailer or approved CAFS substitute shall be within ¼ mile of these operations. Effective communications shall exist between the operator and the Active Landing. 2. Immediately after Mechanical Operations cease, Fire Patrol is required for two hours.
D	1. Immediately after Hot Saw or Masticator operations cease, Fire patrol is required for three hours. 2. No Dead Tree felling after 1:00 PM, except recently dead. 3. No Welding or cutting of metal after 1:00 PM, except by special permit.
Ev	<p>1. The following activities may operate all day:</p> <ul style="list-style-type: none"> a) Loading and hauling logs decked at approved landings. b) Loading and hauling chips stockpiled at approved landings. c) Servicing equipment at approved sites. d) Dust abatement, road maintenance (Chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stock pile loading and installation (does not include pit or quarry development). e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings. <p>2. Hot Saws or Masticators may operate until 1:00 PM; provided that:</p> <ul style="list-style-type: none"> a) A tractor or other equipment with a blade capable of constructing fireline is on or adjacent to the active landing or within ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the Hot Saw or Masticator. b) Any additional restrictions specified by the Forest. <p>3. All other conventional Mechanical Operations are permitted until 1:00 PM.</p> <p>4. Some operations may be permitted after 1:00 PM, on a case-by-case basis, under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are:</p> <ul style="list-style-type: none"> • Rubber Tire Skidding • Chipping on Landings • Helicopter Yarding • Fire Salvage

	<p>When approved by a Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by the Contracting Officer for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Purchaser's equipment for prevention and suppression readiness, type of operation and social and community considerations etc. (See attached Project Activity Level Variance Agreement).</p>
<p>E</p>	<p>The following activities may operate all day:</p> <ol style="list-style-type: none"> 1. Loading and hauling logs decked at approved landings. 2. Loading and hauling chips stockpiled at approved landings. 3. Servicing Equipment at approved sites. 4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development). 5. Chainsaw operation associated with loading at approved landings. <p>All other activities are prohibited.</p>

Region 5 Project Activity Level (PAL) Ev Variance Application/Agreement

Project Name: **Dragon MP Thin**

Contract Number: _____

Purchaser/Contractor Name: _____

Request #__, for period: _____

Units/Subdivisions Affected: _____

Location of operation:	
Slope	
Aspect	
Elevation	
Fuels on site	
Fuels in surrounding area	
7 Day PAL Outlook	
Short range predictions (Red Flags)	
Fuel Moistures	
Response time of suppression resources	
Potential for ignition	
RAWS location	
Current Fire Situation:	
Draw down information	
National Readiness Level	
Contractual considerations:	
Normal Operating Season	
Frequency of recent contract fires in area	
Type of operation	
Purchaser/Contractors past/current performance & equipment readiness	
Other site specific mitigation or precaution (i.e. Purchaser/Contractors proposals)	
Social & Community Considerations:	
Proximity of high value resources	
Sensitivity of location	
Remarks:	

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

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

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

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

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

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

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

C8.64 - 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.