

C2.11# – TIMBER SUBJECT TO AGREEMENT. (2/71) In addition, there is within Sale Area an unestimated quantity of:

Species	Product
ALL	NON-SAWTIMBER

that shall be Included Timber upon written agreement.

C2.2# - UTILIZATION AND REMOVAL OF INCLUDED PRODUCTS (3/21). Unless otherwise agreed in writing, or as specified in C2.211# - Optional Removal of Non-sawtimber Products, Purchaser is required to pay for and remove the following products described in this provision and listed in A2 of the contract:

Sawtimber is defined as:

- (a) Boles of trees meeting and exceeding Minimum Specifications for Sawtimber as listed in A2 of the contract. Boles of trees is defined as the main stem of the tree including the top.

Non-sawtimber is defined as:

- (a) Portions of boles from Sawtimber trees not meeting Minimum Specifications for Sawtimber.
- (b) Topwood from Sawtimber trees that meet Non-sawtimber Utilization Standards.
- (c) Boles of trees meeting Utilization Standards for Non-sawtimber.

Downed Non-sawtimber is included in A2 volume for units: N/A. Non-sawtimber is Included Timber and required for removal in the following Cutting Units:

In Cutting Units: ALL - Non-sawtimber material includes:

- 1) Topwood from Sawtimber trees that meet Non-sawtimber Utilization Standards,

Only the volume of Non-sawtimber in the cutting units listed above is included in the estimated volume shown in A2. If Purchaser and Forest Service agree to remove Non-sawtimber from cutting units other than those listed above this Non-sawtimber must be measured and paid for at the rates shown in A4.

C2.211# – OPTIONAL REMOVAL OF NON-SAWTIMBER PRODUCTS (1/07).

Purchaser shall fall all trees designated for cutting. Notwithstanding the requirements of B2.2, within cutting units ALL, all Non-sawtimber Products meeting utilization standards in A2 shall either be decked at the landing or removed, at the option of the Purchaser. Unless otherwise agreed, if Purchaser elects the decking option, the Non-sawtimber Products shall be limbed and decked in such a manner as to facilitate loading at a later date. Payment for this product shall be made as per C4.225. If Purchaser elects to remove this product, then payment shall be made after the product is presented for scaling.

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

C2.303# – DEAD TREES (10/04). Notwithstanding the designations for cutting in other provisions of this contract, dead **PONDEROSA PINE, WESTERN LARCH, AND DOUGLAS FIR** standing trees over **20 FEET** in height and **10 INCHES** diameter at breast height and dead **PONDEROSA PINE, WESTERN LARCH, AND DOUGLAS FIR** standing trees meeting Utilization Standards stated in A2 will be left standing in Cutting Unit(s) **ALL**.

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

C2.358# – INDIVIDUAL TREES (LEAVE TREE MARKING) (7/20). Cutting Units **T01, 3, 3A, 3B, T14, 15A,** all trees (live and dead) meeting minimum merchantable tree specifications of A2 are designated for cutting except trees reserved from cutting. Trees reserved from cutting have been marked with a horizontal stripe of **ORANGE** paint at or above eye level, and a stump mark consisting of a horizontal stripe of **ORANGE** paint on the downhill side of the tree at ground level.

The boundaries of units where leave trees are marked, are marked on three (3) sides of the cutting unit boundary trees with vertical stripes of **ORANGE** paint extending from diameter breast height (DBH) upwards approximately three (3) feet, except where the boundaries coincide with existing roads or other discernible features as shown on Sale Area Map. The middle stripe of paint faces the cutting unit and the other two face on line with the cutting unit boundary. In addition, each boundary tree has a horizontal stump mark painted on the downhill side of the tree at ground level. Trees used for boundary designation are not to be cut. All hardwood trees are not to be cut.

C2.38# – SPECIES DESIGNATION (7/20). Within the cutting units shown below, listed species are designated for cutting when they (a) meet utilization standards and (b) are smaller than the stump diameter listed below and shown on the Sale Area Map:

Unit	Designated Species	Maximum Stump Diameter – (Inches)
B01, B02, C01, C02, C03, C04, C05, C08, C10, C11, C20, L04, L06, 7, 7A, L09, T07, T09, T10, 11, 11A, T12, T13, 15, 15B, 15C, T17, T18, T19, T20, T21, T22, T23, T24, T27	DOUGLAS FIR, LODGEPOLE PINE, GRAND FIR, SUB ALPINE FIR, ENGELMANN SPRUCE, MOUNTAIN HEMLOCK, WESTERN RED CEDAR	N/A

L01, L02, L03, L05, L08, T02, T05, T06	DOUGLAS FIR, LODGEPOLE PINE, WESTERN LARCH, GRAND FIR, SUB ALPINE FIR, ENGELMANN SPRUCE, MOUNTAIN HEMLOCK, WESTERN RED CEDAR	(Unit L03 – DOUGLAS FIR ONLY – 24”)
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Stump diameter will be measured at 6 inches above ground level on the uphill side of the tree, outside of bark. A minimum stump height of 8 inches above ground level on the uphill side shall be left in the units listed above.

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

Trees of the species listed above that are designated to be left standing are marked with a horizontal stripe of ORANGE paint at or above eye level, and a stump mark consisting of a horizontal stripe of ORANGE paint on the downhill side of the tree at ground level.

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

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

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

C3.34 – EMERGENCY RATE REDETERMINATION. (6/22) 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.

C4.211 – DOWNPAYMENT (6/07). The downpayment amount shown in A18 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to B9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale has been 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 (8/09). Notwithstanding B4.211 or C4.211, upon the Purchaser’s written request Forest Service may temporarily reduce the downpayment when Purchaser’s scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

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

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

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

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

C4.3 – PAYMENT GUARANTEED BY BOND. (8/21) 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. (8/21) 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 (8/12). (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.

C5.102# – CONSTRUCTION OF TEMPORARY ROADS (2/97). Unless otherwise agreed in writing, temporary roads as shown on the Sale Area Map and as designated on the ground, shall be constructed and closed in accordance with the attached plans and specifications. Location has been designated by **ORANGE FLAGGING.**

Purchaser and Forest Service agree that if the Purchaser elects not to build the road, or minor changes in locations or designs are mutually agreed to, there will be no adjustment in costs allowances as extra skid costs or mitigation measures would offset cost differences.

Notwithstanding B2.4, timber within the clearing limits of these temporary roads have been included in the quantity estimate in A2.

C5.102# - ATTACHMENT

Unless otherwise agreed reconstruct Temporary Roads per the work descriptions and attached typical drawings. Additional drain dips/drivable waterbars in addition to those indicated in the work description may need to be constructed based on ground conditions and will be designated by the Forest Service at the time of construction.

Unless otherwise noted, all Temporary Roads shall have a 50 foot entrance obliteration, shall be treated for noxious weeds per C6.27#, shall be scarified as per C6.633#, and shall be seeded for the full length as per C6.601#.

38320 – UNIT L09

MILE POST	WORK DESCRIPTION
0.000	Junction With NFSR 16265 Begin Clearing & Widening
AS STAKED	Construct Drain Dip
0.420	End Clearing & Widening

38328 – UNIT T09

MILE POST	WORK DESCRIPTION
0.000	Junction With NFSR 16119 Begin Clearing & Widening
AS STAKED	Construct Drain Dip
0.300	End Clearing & Widening

38333 – UNIT 7A

MILE POST	WORK DESCRIPTION
0.000	Junction With NFSR 7644 Begin Clearing & Widening
AS STAKED	Construct Drain Dip
0.980	End Clearing & Widening

38333-A – UNIT 3B

MILE POST	WORK DESCRIPTION
0.000	Junction With NFSR 38333 Begin Clearing & Widening
AS STAKED	Construct Drain Dip
0.682	End Clearing & Widening
**ALL	<i>Closure Method – do not construct entrance obliteration or scarify roadbed at end of use.</i>



United States Department of Agriculture
Forest Service

R01
NORTHERN REGION

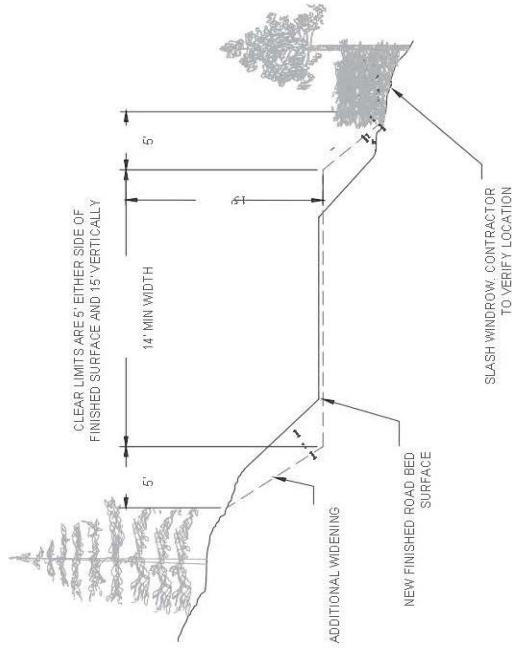
PROJECT NAME

LOLO NATIONAL FOREST
CONSTRUCTION OF
TEMPORARY ROADS
C5.102#

DRAWING TITLE
CLEARING & WIDENING
DETAILS

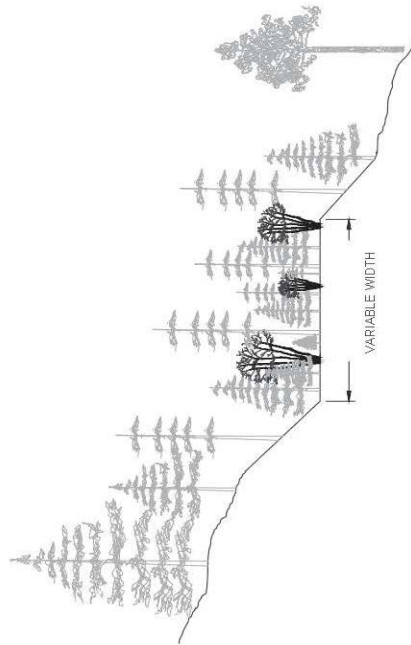
TYPICAL FINAL CONDITION

CLEARING & WIDENING AFTER



TYPICAL EXISTING CONDITION

CLEARING & WIDENING BEFORE

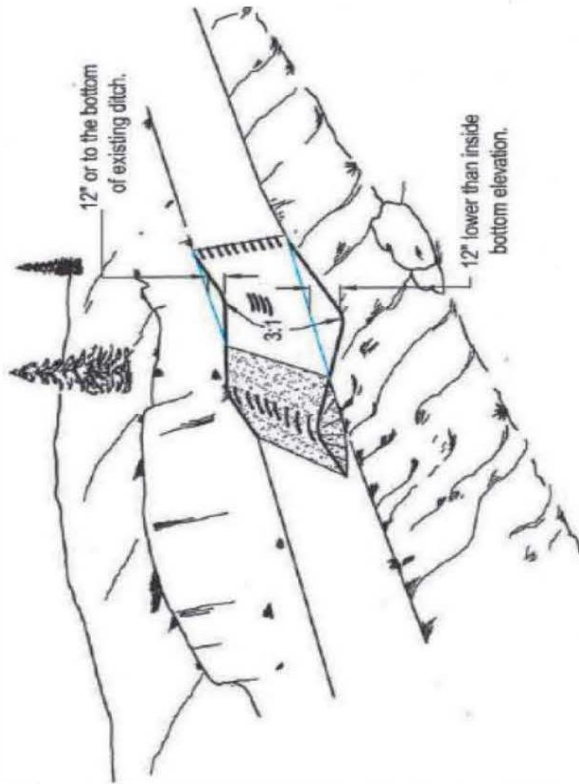


CLEARING AND WIDENING NOTES:

1. CLEAR ALL VEGETATION IN ACCORDANCE WITH THE TYPICAL FINAL CONDITION. GRUB ALL STUMPS IN THE TRAVEL WAY WHILE CUTTING STUMPS FLUSH OUTSIDE THE TRAVEL WAY WITHIN THE CLEARING LIMITS. DECK TIMBER ACCORDING TO THE TIMBERSALE CONTRACT. WINDROW ALL SLASH AT TOE OF FILL.
2. WIDEN ROAD TO ACHIEVE TYPICAL FINAL CONDITION. DO NOT UNDERCUT FINAL BACK SLOPE, DEPOSIT MATERIAL OUTSIDE THE ROADWAY LIMITS, OR RESTRICT DRAINAGE. EMBANKMENT MAY BE PLACED BY SIDE CASTING AND END DUMPING. ROAD WIDTH SHALL NOT EXCEED THE SPECIFIED DIMENSIONS BY MORE THAN 2 FEET. GRADER FINISH IS NOT REQUIRED.

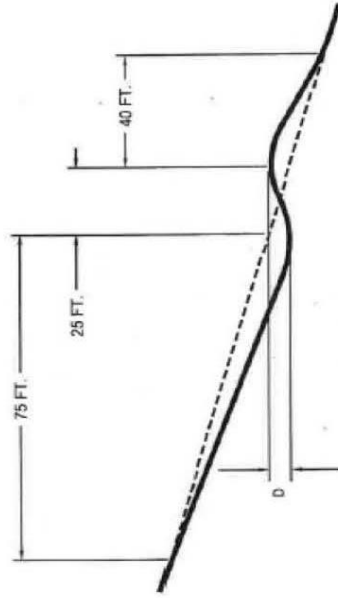
WATER BAR INSTALLATION

NOT TO SCALE



DRAIN DIP INSTALLATION

NOT TO SCALE



D = 6 INCHES AT THE INSIDE SHOULDER.
D = 3% TO 4% (15 TO 20 INCHES) AT THE OUTSIDE SHOULDER.



United States Department of Agriculture
Forest Service

R01
NORTHERN REGION

PROJECT NAME

LOLO NATIONAL FOREST

CONSTRUCTION OF
TEMPORARY ROADS

C5.102#

WATER BAR/DRAIN
DIP DETAILS

WATER BAR INSTALLATION NOTES:

1. WHEN BUILT ON GRADES SKEW WATERBARS TO FACILITATE DRAINAGE.
2. GRADE CHANGES OVER THE LENGTH OF THE WATERBAR SHALL BE SMOOTH WITH NO ABRUPT OR SHARP ANGLE BREAKS.

DRAIN DIP INSTALLATION NOTES:

1. CONSTRUCTED DRAIN DIPS SHALL NOT HAVE PROTRUSION OR DEPRESSION GREATER THAN 2IN. FROM THE TYPICAL SECTION.
2. SKEW THROUGH AND CREST OF THE DIP 10 DEGREES FROM PERPENDICULAR TO THE ROAD CENTERLINE.
3. CROSS DRAIN SLOPE OF THE DIP SHALL BE 4%.
4. CONSTRUCT 10 FT. VERTICAL CURVES AT ALL DIP TRANSITIONS.
5. IF TOLD TO "INTERCEPT DITCH" CONSTRUCTION OF A DITCH BLOCK AT THE INLET OF THE DIP TO DIRECT WATER INTO THE DIP IS REQUIRED.
6. CONSERVE RIPRAP FROM THE EXCAVATION OR SLASH FROM ROADWAY BRUSHING AND PLACE AT OUTFALL OF DRAIN DIP.

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

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

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

Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
876	Cox Gulch	0.15	0.15	R	All vehicles must meet the Federal Bridge Formula Weight Limits and Maximum gross vehicle weight of 120,000 lbs. Any vehicle not meeting the weight limits above must apply for an overload weight permit.

C5.13# – ROAD COMPLETION DATE (4/04). Construction of Specified Roads shall be completed no later than 10/15/2024; except for earlier construction completion dates for roads listed below:

Road Number	Road Name	Station		Completion Date
		From	To	
N/A				

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

When Purchaser elects Forest Service construction of Specified Roads shown in sale advertisement, Forest Service may adjust construction completion date when road construction is delayed or interrupted for causes that qualify for an adjustment of the completion date of Forest Service’s road construction contract. When qualifying delays or interruptions of road construction occur, Forest Service shall evaluate such occurrences and document any findings. The current status of any adjustment shall be available to Purchaser on request. Promptly after

the end of Normal Operating Season in which qualifying days occur, Forest Service shall give Purchaser written notice of (a) number of qualifying days claimed, and (b) new construction completion dates. After all road construction is complete, Forest Service shall grant Contract Term Adjustment. Such adjustment shall be limited to road completion date delays that occurred during Normal Operating Season.

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

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

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

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

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

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

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

C5.210 – STAKING ERRORS BY PURCHASER (10/04). A substantial change in the amount of construction work resulting from an error in staking, not resulting from an error in design, shall not be treated as a design change under B5.253 where construction staking is the responsibility of and performed by Purchaser under A7.

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

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

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

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

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

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

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

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

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

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

Materials produced or processed from National Forest lands in excess of the quantities required for performance of this contract are the property of Forest Service, unless prior written agreement

has been obtained to use excess material on other National Forest sales. Forest Service is not obligated to reimburse Purchaser for the cost of their production.

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

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

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

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications										
	From	To												
N/A														

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		T101	T103	T108	T301	T310					
876	0.00	0.67	0.67	P	P	P	P	P					
2179	0.00	2.12	2.12	P	P	P	P	P					
7644	0.00	9.45	9.45	P	P	P	P	P					
16119	0.00	3.47	3.47	P	P	P	P	P					
16120	0.00	3.07	3.07	P	P	P	P	P					
16188	0.00	0.32	0.32	P	P	P	P	P					
16190	0.00	2.19	2.19	P	P	P	P	P					
16199	0.00	1.05	1.05	P	P	P	P	P					
16201	0.00	2.09	2.09	P	P	P	P	P					
16202	0.00	1.46	1.46	P	P	P	P	P					
16265	0.00	2.26	2.26	P	P	P	P	P					
17995	0.00	0.98	0.98	P	P	P	P	P					
17996	0.00	0.48	0.48	P	P	P	P	P					
18951	0.00	0.24	0.24	P	P	P	P	P					
38313	0.00	2.07	2.07	P	P	P	P	P					
38317	0.00	1.86	1.86	P	P	P	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		T101	T103	T108	T301	T310					
876	0.00	0.67	0.67	P		P	P	P					
2179	0.00	2.12	2.12	P		P	P	P					
7644	0.00	9.45	9.45	P		P	P	P					
16119	0.00	3.47	3.47	P		P	P	P					
16120	0.00	3.07	3.07	P		P	P	P					
16188	0.00	0.32	0.32	P		P	P	P					
16190	0.00	2.19	2.19	P		P	P	P					
16199	0.00	1.05	1.05	P		P	P	P					
16201	0.00	2.09	2.09	P		P	P	P					
16202	0.00	1.46	1.46	P		P	P	P					
16265	0.00	2.26	2.26	P		P	P	P					
17995	0.00	0.98	0.98	P		P	P	P					
17996	0.00	0.48	0.48	P		P	P	P					
18951	0.00	0.24	0.24	P		P	P	P					
38313	0.00	2.07	2.07	P		P	P	P					
38317	0.00	1.86	1.86	P		P	P	P					

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

SPECIFICATION T-101 SURFACE BLADING

DESCRIPTION

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

REQUIREMENTS

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

3.2 The blading shall be performed in such a manner as to preserve the existing cross section and to conserve surface materials. On gravel surfaced roads, the base must not be disturbed and no surface material may be bladed into the ditch or over the road shoulders. Blading of native surface roads shall be performed so no base material under four (4) inches in the greatest dimension is lost. All ruts, holes, etc., shall be removed by scarifying and/or cutting to the bottom of any surface irregularities. Oversize material brought to the surface in the scarification process shall be removed from the roadway. Surface material which has been displaced to the

shoulders, turnouts, outside of curves, etc., shall be brought back so as to leave a uniform depth on the traveled way at completion of blading. Water shall be applied during blading if sufficient moisture is not present to prevent segregation.

3.3 Roadside cutslopes or berms shall not be undercut.

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

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

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

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

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

SPECIFICATION T-103 DUST ABATEMENT

DESCRIPTION

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

MATERIALS

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

REQUIREMENTS

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

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

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

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

SPECIFICATION T-108 SLIDE REMOVAL AND SLUMP REPAIR

DESCRIPTION

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

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

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

REQUIREMENTS

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

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

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

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

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

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

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

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

SPECIFICATION T-301 DITCH CLEANING

DESCRIPTION

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

REQUIREMENTS

3.1 Slough Material.

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

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

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

SPECIFICATION T-310 MINOR DRAINAGE STRUCTURES

DESCRIPTION

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

MATERIALS

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

REQUIREMENTS

3.1 All minor drainage structures are to be maintained in accordance with these specifications in the spring following any significant runoff and prior to the beginning of winter storms.

3.2 Clear inlet and outlet channels, inlet trash racks, and drop inlets of loose material that could cause plugging or prevent the free flow of water. Debris shall be disposed of in agreed manner at designated locations.

3.3 If outlet riprap was originally placed to dissipate water energy, it shall be maintained in good condition including the replacement of riprap if necessary.

4.1 Make whatever minor repairs are necessary to ensure the proper functioning of the head walls, aprons, inlet assemblies, overside drains, riprap, trash racks, and other facilities related to the drainage structure.

C5.316 – SNOW REMOVAL (4/13). Snow removal shall be done in a manner to preserve and protect the roads, to insure safe and efficient transportation and to prevent unacceptable damage to roads, streams, and adjacent lands.

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

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

B. Performance. Snow removal shall be kept current and performed as often as necessary to insure safe and efficient transportation. Work shall be done in accordance with the following minimum standards of performance.

1. All debris, except snow and ice, that is removed from the road surface and ditches shall be deposited away from stream channels at agreed locations.
2. During snow removal operations, banks shall not be undercut nor shall gravel or other surfacing material be bladed off the roadway surface.
3. Ditches and culverts shall be kept functional during and following road use.
4. Snow berms shall not be left on the running surface of the road. Berms left on the shoulder of road shall be removed and/or drainage holes shall be opened and maintained in them. Drainage holes shall be spaced as needed to obtain satisfactory surface drainage without discharge on erodible fills.
5. Dozers or skidders shall not be used to plow snow on system roads without written approval of Forest Service. If approved, dozers and skidders must be

equipped with shoes or runners to keep the plow blade a minimum of two inches above the road surface.

6. Snow removal must be done in such a way as to protect surface water drainage structures and the road surface. Any damage from, or as a result of, Purchaser's snow removal work shall be restored in a timely manner at Purchaser's expense.

C5.32# – ROAD MAINTENANCE DEPOSIT SCHEDULE (8/12). 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 N/A for recurrent maintenance, and \$0.03 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		

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

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

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

CLOSURE DEVICES					
Road Number	Location	Furnished By	Closure Method	Closure Device Installed By	In Place
7644	0.125	FS	GATE	N/A	YES
7644	9.422	FS	GATE	N/A	YES
16201	1.130	FS	GATE	N/A	YES
16265	1.043	PUR.	GATE	PUR.	NO
17995	0.050	PUR.	GATE	PUR.	NO
17996	0.050	PUR.	GATE	PUR.	NO
38313	0.050	PUR.	GATE	PUR.	NO
38317	0.030	PUR.	GATE	PUR.	NO

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

During the period **JANUARY 1** to **DECEMBER 31** when Purchaser's Operations are in areas otherwise closed to motorized vehicles, Purchaser shall not be permitted to hunt, transport hunters, discharge firearms or transport big game animals with vehicles within the closed areas.

TEMPORARY ACTIVITY BARRICADES

Road Number	Location	Closure Method
N/A		

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

Closure Location(s)				
Road Number	Location	Closure Method	Furnished By	In Place
N/A				

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

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

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

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

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

C6.24# – SITE SPECIFIC SPECIAL PROTECTION MEASURES (4/04). Special protection measures needed to protect known areas identified on Sale Area Map or on the ground include:

Cultural Resource Protection Measures:

N/A

Wildlife and Botanical Protection Measures:

Food/wildlife attractant storage special order (F11-005-LOLO-FOREST) applies to all activities.

Cave Resource Protection Measures:

N/A

C6.27# – NOXIOUS WEED TREATMENT (1/18). The roads shown in the table below and being used by the Purchaser shall be treated with herbicide to remove seed-bearing noxious weeds.

Unless otherwise greed, purchaser shall:

- A. Include a schedule for herbicide treatment of noxious weeds as part of the Annual Operating Schedule.
- B. Treat roads or road segments required to have noxious weeds treated between **APRIL 1** and **OCTOBER 15**.
- C. Follow the “TECHNICAL SPRAYING SPECIFICATIONS”.

Treatment shall consist of spot applications that target those noxious weeds identified on the State of **MONTANA** Noxious weed list that occur **FROM THE TOE OF THE FILL TO THE TOP OF THE CUT, INCLUDING THE RUNNING SURFACE AND TURNOUTS** on the listed roads. Reasonable care shall be exercised to limit application so that spraying does not contact native forbs, grasses, herbs, and trees.

Road Number(s)	Road Termini MP to MP	Herbicide	Prehaul	Posthaul
876	0.00 – 0.67	AMINOPYRALID	YES	YES
2179	0.00 – 2.12	AMINOPYRALID	YES	YES
7644	0.00 – 9.451	AMINOPYRALID	YES	YES
16119	0.00 – 3.47	AMINOPYRALID	YES	YES
16120	0.00 – 3.067	AMINOPYRALID	YES	YES
16188	0.00 – 0.315	AMINOPYRALID	YES	YES
16190	0.00 – 2.19	AMINOPYRALID	YES	YES
16199	0.00 – 1.05	AMINOPYRALID	YES	YES
16201	0.00 – 2.01	AMINOPYRALID	YES	YES
16202	0.00 – 1.46	AMINOPYRALID	YES	YES
16265	0.00 – 1.043	AMINOPYRALID	YES	YES
18951	0.00 – 0.242	AMINOPYRALID	YES	YES
38313	0.00 – 0.86	AMINOPYRALID	YES	YES
38317	0.00 – 1.662	AMINOPYRALID	YES	YES
16265-EXT	0.00 – 1.218	AMINOPYRALID	NO	YES

17995	0.00 – 0.977	AMINOPYRALID	NO	YES
17996	0.00 – 0.483	AMINOPYRALID	NO	YES
38313-EXT	0.00 – 1.21	AMINOPYRALID	NO	YES
38317-EXT	0.00 – 0.197	AMINOPYRALID	NO	YES
UNIT L09 TEMP [38320] (EXISTING PRISM)	0.00 - 0.420	AMINOPYRALID	NO	YES
UNIT T09 TEMP [38328] (EXISTING PRISM)	0.00 – 0.300	AMINOPYRALID	NO	YES
UNIT 7A TEMP [38333] (EXISTING PRISM)	0.00 – 0.980	AMINOPYRALID	NO	YES
UNIT 3B TEMP [38333-A] (EXISTING PRISM)	0.00 – 0.682	AMINOPYRALID	NO	YES
UNITS C02, C03, C04, C05, C08 TEMP	0.00 – 0.511	AMINOPYRALID	NO	YES (10 DAYS PRIOR TO OBLITERATION)
UNITS 15B, T17 TEMP	0.00 – 0.73	AMINOPYRALID	NO	YES (10 DAYS PRIOR TO OBLITERATION)
UNITS T21, T22, T24 TEMP	0.00 – 0.682	AMINOPYRALID	NO	YES (10 DAYS PRIOR TO OBLITERATION)
UNITS C10, C20 TEMP	0.00 – 0.379	AMINOPYRALID	NO	YES (10 DAYS PRIOR TO OBLITERATION)
UNIT C01 TEMP	0.00 – 0.511	AMINOPYRALID	NO	YES (10 DAYS PRIOR TO OBLITERATION)
UNITS 3A, T13, T14 TEMP	0.00 – 0.714	AMINOPYRALID	NO	YES (10 DAYS PRIOR TO OBLITERATION)
UNIT L06 TEMP	0.00 – 0.045	AMINOPYRALID	NO	YES (10 DAYS PRIOR TO OBLITERATION)
UNIT T09 TEMP	0.00 – 0.114	AMINOPYRALID	NO	YES (10 DAYS PRIOR TO OBLITERATION)

NOXIOUS WEED TREATMENT – TECHNICAL SPRAYING SPECIFICATIONS
LOLO NATIONAL FOREST

1. The Purchaser shall give the Forest Service a 48 hour notification prior to spraying.

2. Spraying will be done by a State of **MONTANA** licensed commercial applicator, and only by personnel under the direct supervision of the licensed applicator.
3. The following herbicides and application rates are approved for use, and are the only authorized methods of weed treatment under this contract provision. All use of herbicides and surfactants shall follow EPA label requirements.

Common Name	Trade name(s)	Application Rate (lbs active ingredient/ acre or oz/ac)
AMINOPYRALID	MILESTONE	7 OZ./ACRE

4. For treatments from **JULY 15** to **OCTOBER 15**, surfactants that cause herbicide to adhere to the plant (stickers) shall be applied with herbicides.
5. No spraying of **NA** will take place within **NA** feet of open water and wet areas. Weed infestations within **50** feet of water can only be treated with **AMINOPYRALID** labeled for treatment of aquatics, unless otherwise approved in writing by the Forest Service. No spray shall come in contact with open water at any time.
6. No spraying shall occur when rain is expected within six (6) hours of completion of the treatment.
7. Nozzles shall be made of stainless steel or ceramic material.
8. All equipment shall be in good mechanical condition and will be inspected prior to work. The spray pattern, application rates, and calibration shall also be checked before beginning the job and thereafter as deemed necessary by the Forest Service.
9. A tight-fitting lid on all spray tanks is mandatory.
10. Mixing, loading, and equipment cleaning shall be done more than 200 feet from private land or open water. Mixing and cleaning water shall come from public or cooperator supplies, and shall be transported to the site in labeled containers separate from water used for other purposes. On-site locations for water drafting must be approved in advance by the Forest Service. Equipment used to draft water from creeks or rivers must be equipped with anti back siphoning devices.
11. Weather conditions shall be monitored before and during all spraying projects. Spraying is NOT allowed when any of the following conditions exist:

Hand-held equipment: temperature greater than **95** degrees F.; humidity less than **20** percent, or wind greater than **10** MPH.

Truck-mounted equipment: temperature greater than **95** degrees F.; humidity less than **20** percent; or wind greater than **10** MPH.
12. Herbicides shall be transported daily to the project site with the following conditions: Transport only the quantity needed for that day's work; transport concentrate containers only

in a manner that will prevent spills; and transport spray in a compartment that is isolated from food, clothing, and safety equipment.

13. Mixing shall only occur on site.
14. The Purchaser shall inspect equipment daily for leaks.
15. The Purchaser shall remove all herbicide containers from national forest land and dispose of them in accordance with all local, state, and federal requirements
16. Applicators will complete a daily pesticide application report as required by the MONTANA Department of AGRICULTURE. Applicators will use the daily pesticide application report form provided by the Forest Service. Daily application reports shall be submitted to the Forest Service within 10 days of application.
17. When spraying occurs prior to road reconstruction, road reconstruction will not begin for at least 10 days following herbicide application.

C6.316# – LIMITED OPERATING PERIOD (5/05). Except when agreed otherwise in writing, Purchaser's operations shall be limited as follows:

1. **All specified road work shall occur between May 15 to October 15.**
2. **Live stream culvert replacements shall be completed between July 15 to September 1**

Attachment B6.33
10/01

LOGGING AND MAINTENANCE OPERATIONS SIGNING STANDARDS

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

SIGN STANDARDS

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

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

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

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

SIGN PLACEMENT

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

LATERAL CLEARANCE

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

HEIGHT

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

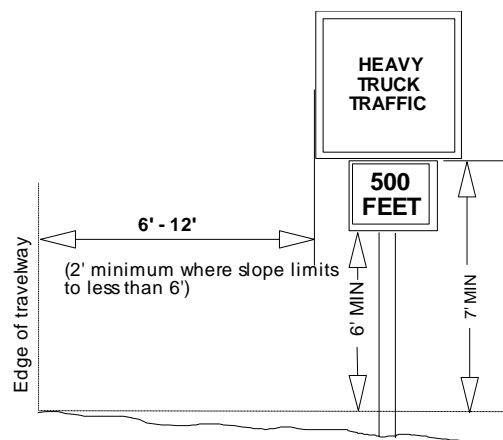


Figure 1: Sign Placement Dimensions

PLACEMENT DISTANCE

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

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

Figure 2: A Portion of MUTCD TABLE II-1

SIGN SUPPORTS

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

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

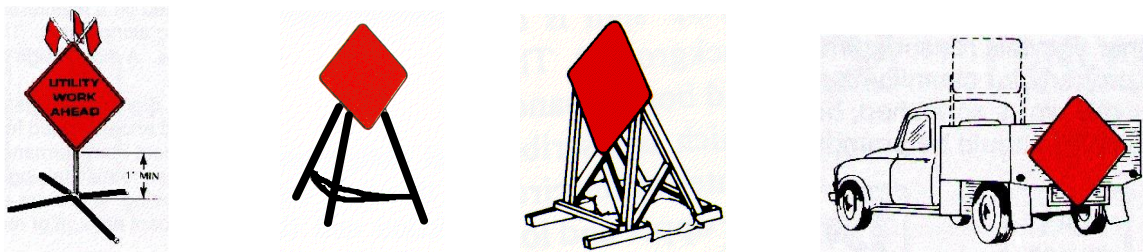


Figure 3: Examples of Temporary/Portable Supports

SIGNS

The following signs meet the intent of Timber Sale Contract Provision B6.33, SAFETY.

This is not a complete listing of signs that may be needed.



FG20-1-48*



FG20-2-48



FG20-3-42*



FG20-3a-42



FW22-3-30



FW20-1-30*



W21-3-30*



FW21-4a-30



FW11-7-24



W22-1-36*



FW8-6-24



FW11-9a-24



W7-3a-24*



W13-1-18**



W20-7aP-24*

* Specify Distance

** Specify Speed



BM-L-O



BM-R-O

Barricade Markers (See MUTCD for length and stripe size)

C6.332 – SAFETY (TIMBER HAULING) (1/18). Purchaser shall secure all products transported by truck with at least two chain or cable wrappers over the load, such wrappers being securely fastened to effectively contain every bolt or log in at least two places, unless State Code safety standard specifies otherwise.

C6.339 – ACCIDENT AND INJURY NOTIFICATION (4/05). Purchaser shall notify Forest Service of any lost time personal injury accident or any accident or vandalism resulting in personal property damage over \$400 in value that occurs as a result of or is associated with Purchaser’s Operations.

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

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

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

C6.351# – WASHING EQUIPMENT (1/18). In order to prevent the spread of noxious weeds into the Sale Area, Purchaser shall be required to clean all logging equipment and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks and cars prior to entry on to the Sale Area. This cleaning shall remove all soil, plant parts, seeds, vegetative matter, or other debris that could contain or hold seeds. Only logging and construction equipment so cleaned and inspected by the Forest Service will be allowed to operate within the Sale Area. All subsequent move-ins of equipment to the Sale Area shall be treated in the same manner as the initial move in.

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

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

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

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

C6.4# – CONDUCT OF LOGGING (1/18). Unless otherwise agreed in writing, silvicultural prescriptions and land management objectives shall be conducted and accomplished by the following requirements, methods and procedures:

<u>Cutting Unit</u>	<u>Conduct of Logging</u>
<u>ALL UNITS</u>	Trees shall be felled, insofar as safety permits, to angle in the direction of skidding.
	Purchaser and Forest Service will agree on felling lead at the time of approval of tractor roads, skid trails and skyline corridors (all skidding and yarding methods).
	Trees designated for cutting and/or logs will be left as rub trees along skid trails (all skidding and yarding methods) as needed to protect young growth and leave trees.

<p><u>ALL TRACTOR UNITS</u></p> <p>C05, C08, L08, 3, T14, & T23</p>	<p>The location of tractor skid trails shall be designated on the ground by Purchaser and approved by Forest Service in advance of falling.</p>
	<p>Tractor skid trails shall be constructed in advance of falling the adjacent timber within the cutting unit.</p>
	<p>Logs shall be tractor skidded with the leading end free of the ground.</p>
	<p>Tractors shall be restricted to approved tractor roads and skid trails.</p>
	<p>Tractor roads and tractor skid trails shall be no less than <u>75</u> feet apart, except where converging.</p>
	<p>Skidding shall only occur during dry soil conditions as determined by the Forest Service.</p> <p>OR</p> <p>Tractor Skidding is allowed only over <u>18</u> inches of settled snow or frozen ground.</p>

<p><u>ALL SKYLINE AND CABLE UNITS</u></p> <p>B01, C01, C02, C03, C10, C11, L01, L02, L03, L04, L05, L06, 7, 7A, L09, T01, T02, 3B, T05, T07, T09, T10, 11, 11A, T12, T13, 15, 15A, 15B, 15C, T17, T19, T20, T21, T22, T24, & T27</p>	<p>The location of all skyline corridors shall be designated on the ground by Purchaser and approved by Forest Service in advance of falling.</p>
	<p>Skyline corridors shall be constructed in advance of falling the adjacent timber within the cutting unit.</p>
	<p>Where topography will permit, skyline corridors shall be spaced not less than <u>75</u> feet apart nor more than <u>150</u> feet apart at the point of widest divergence within the cutting unit.</p>
	<p>Except for lateral yarding, logs shall be yarded with the leading end free of the ground.</p>
	<p>Skyline corridors shall have only those trees cut that are necessary to allow the safe free passage of the carriage and turn of logs.</p>
	<p>All machines utilizing cable winching and skyline machines shall be restricted to approved road systems.</p>

<u>SKYLINE UNITS</u> 15, 15A, B01, C01, C10, L06, T19, T20, & T24	<u>MULTI-SPAN(Skyline units with inclusions of multi- span yarding)</u>
	When setting where it is not possible to suspend the leading end of the log during inhaul, an intermediate support will be required. The support must be sufficient to suspend the leading end of the turn as the carriage traverses the skyline.
	Notwithstanding other designations for cutting, all trees used to support multispan jacks shall be left uncut.

<u>SKYLINE UNITS</u> 3B, 7, C03, L06, L09, & T02	<i>Mobile Guybacks</i>
	The location of machine trails (excavated or overland) needed to access mobile guyback locations shall be designated on the ground by Purchaser and approved by Forest Service in advance of construction or use.

C6.412# – TREATMENT OF STUMPS (7/20). Unless otherwise agreed in writing, in areas shown on Sale Area Map, Purchaser shall treat the stumps of **PONDEROSA PINE** trees cut by Purchaser that have a stump diameter larger than 12 inches. Treatment should be done as soon after tree felling as practical, preferably within one (1) or two (2) hours, but no later than 24 hours for powder application and within 72 hours for liquid application. Treatment shall consist of removing sawdust and other loose debris from the cut surface of the stump including exposed wood surfaces on all sides and application of borate product according to the following instructions:

POWDER APPLICATION - Apply enough borate to lightly cover stump surface including exposed wood surfaces on all sides (approximately one (1) pound borate per 50 square feet of exposed wood surface). Apply the material to all exposed wood surfaces. Stumps should be level and have no splinters for most effective use. Best method of application is to sprinkle the material salt shaker style on the freshly cut stump surface. Care should be used during application to minimize off-site application of this material. A blue powder dye shall be added to the borate as an aid to insure complete coverage.

LIQUID APPLICATION – Dilute solid product into water at manufacturers suggested dilution rate to control Heterobasidion root disease. Apply the solution to the stump by brush or spray until the surface is thoroughly wet (approximately one (1) gallon per 200 square feet of exposed wood surface). Apply the material to all exposed wood surfaces. A blue liquid dye shall be added to the solution as an aid to insure complete coverage. To prevent solution from freezing during cold weather, substitute some or all of the water with the appropriate amount of propylene glycol based antifreeze that is non-toxic to animals.

Purchaser shall only use material registered by the Environmental Protection Agency (EPA) for Heterobasidion root disease (aka annosus root disease) control and follow all applicable label instructions.

C6.43# – OFF ROAD SKYLINE YARDER / SWING (1/18).

In Cutting Unit(s) **C04, C20, B02, 3A, T06, & T18** designated “ORSY” on the Sale Area Map, Yarding of Included Timber shall be done with an Off Road Skyline Yarder capable of traveling on slopes less than 35 percent.

Portions of cutting unit **L09 & 7A** identified with a logging system break and designated “ORSY” on the Sale Area Map require yarding of Included Timber with an Off Road Skyline Yarder capable of traveling on slopes less than 35 percent. Logging system breaks are identified on-the-ground with **N/A** flagging.

Off-road skyline yarders must be capable of skyline yarding distances up to **800** feet. Except for lateral yarding, logs shall be yarded with the leading end free from the ground.

The skyline logging system shall provide for lateral yarding distances up to **75** feet. The carriage must maintain a fixed position on the skyline while lateral yarding. During the lateral yarding phase, logs shall be yarded along a path, which minimizes damage to residual trees. Skyline corridors shall be located and approved in advance of felling.

A tractor swing is required to move the logs from the log landing to the road. Tractors used to swing logs must be capable of skidding logs uphill on slopes up to 20 percent and downhill on slopes up to 35 percent with the leading end of the log suspended above the ground.

Off Road Skyline Yarder trails and associated tractor swing trails shall be located and approved in advance of felling. Off Road Skyline Yarders shall be restricted to approved machine trails.

C6.6 – EROSION PREVENTION AND CONTROL (10/04). Unless otherwise agreed in writing, Purchaser shall complete erosion prevention and control work required in section B6.6, including Streamcourse protection, within 15 calendar days after completion of skidding and/or yarding operations for each landing.

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

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

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

C6.601# – EROSION CONTROL SEEDING (7/20). Following completion of skidding and yarding operations in an area, Purchaser shall seed and fertilize all exposed areas of raw soil on skid trails, landings, firebreaks, slides, slumps, Temporary Roads and traveled ways of National Forest system roads scheduled for stabilization by Purchaser after operations. Special Provision **C5.419# - SYSTEM ROAD STABILIZATION** contains a list of the roads requiring seeding and fertilizing.

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

Seed and fertilizer shall be spread evenly at the rate of **20** pounds of seed and **N/A** pounds of fertilizer per acre. When fertilizer and seed are applied in separate operations, the second operation shall be carried out within 72 hours of the first.

Application shall be during the period **JUNE 15** to **OCTOBER 15** and under the above specified conditions unless otherwise approved.

Unless otherwise agreed, the kinds and amounts of seed to be sown in terms of pure live seed (PLS) shall be:

Lolo NF Seed Mix A	
Species of Seed	PLS Pounds per Acre
Mountain Brome <i>Bromus maginatus</i>	8
Slender Wheatgrass <i>Elymus trachycalus</i>	6
Sterile Wheat <i>Triticale x Secale</i>	6
	Total: 20

Purchaser shall provide to the Forest Service:

1. Blue tags, or copies of blue tags from each seed lot used in the specified mix. Only certified, blue-tagged seed shall be used. The blue tag represents a field certification and serves as evidence of the genetic purity and varietal identity of the seed contained in the seed lot.
2. Labels which indicate the percentage composition of the various species in the seed mix.
3. Copies of Seed Analysis Reports from a certified seed analyst for each seed lot used in the specified mix. Purchaser will obtain this report from the seed provider. Seed Analysis Reports must include at a minimum, content of any noxious and regulated weed seeds listed on the current “State of **MONTANA** Noxious Weeds and Regulated Plant List”. Only after the Forest Service has verified that this report indicates the seed does not contain any weeds on the current “State of **MONTANA** Noxious Weeds and Regulated Plant List”, will the seed be accepted and used.

Unless otherwise agreed, the following kinds and amounts of standard commercial fertilizer shall be used with guaranteed analysis of contents clearly marked on containers:

Type of Fertilizer	Pounds Per Acre
N/A	N/A

C6.632# – TEMPORARY ROAD AND TRACTOR ROAD OBLITERATION (2/02).

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

C6.633# – TEMPORARY ROAD, SKID TRAIL/SKID ROAD AND LANDING SCARIFICATION (2/02).

Unless waived in writing by the Forest Service on specific roads, skid trails/skid roads or landings, all landings, skid trails/skid roads, and Temporary Roads constructed or used by Purchaser shall be scarified by the Purchaser following use.

Scarification shall span the width of the compacted areas and shall be done to a depth of not less than **6** inches, but not to exceed a depth of 14 inches, and must effectively prepare the ground for seeding.

Scarification shall be done during the period **JUNE 15** to **SEPTEMBER 15** unless otherwise approved. No scarification work shall be done during wet weather or when the ground is frozen or otherwise unsuitable.

C6.661 – CURRENT OPERATING AREAS (10/04).

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

C6.7# - HAZARD REDUCTION AND SITE PREPARATION (4/21).

Purchaser's timing of product removal, hazard reduction and site preparation shall not unnecessarily delay Forest Service slash disposal, site preparation or reforestation. Purchaser shall perform hazard reduction and site preparation work in accordance with the Hazard Reduction and Site Preparation Plan and Map which are attached hereto and made a part hereof. Such work is in addition to Required Deposits for slash disposal.

**HAZARD REDUCTION AND
SITE PREPARATION PLAN**

GENERAL

Unless otherwise stated below, “Logging Slash” consists of material created by Purchaser’s Operations directly related to the removal of included timber.

Slash disposal shall be kept current and completed in each cutting unit as stated below, unless otherwise agreed to in writing.

In cutting units in which utilization is accepted between July 16th and September 30th, slash disposal work including all specified slashing shall be completed by October 31st of the same year.

In cutting units in which utilization is accepted between October 1 of the previous year and July 15th of the current year, slash disposal work shall be completed by October 31st of the current year. However, any specified slashing shall be completed by July 31st of the current year.

UNIT SPECIFIC

Slash Treatment Methods:	Specifications:
Slash Throwback <u>Cutting Units</u> ALL	Purchaser shall move all logging slash 3 inches diameter or larger at the large end created outside of the cutting unit boundary by Purchaser’s operations to locations at least 20 feet within the boundaries of the cutting units.
Clean System Roads <u>Cutting Units</u> ALL	Purchaser shall dispose of all logging slash created within the clearing limits of system roads. Slash shall be piled for later burning within the right-of-way clearing unless an alternate method of slash disposal is agreed to in writing. Piles shall be reasonably compact and free of soil to facilitate burning. Piles shall be of a size and location which will not impair road use.

<p>Hand Fireline <u>Cutting Units</u></p> <p>L01, L02, L03, L04, L06, L08, L09, T05, T07, T12, T13, T19, T20, T21, T22, T27, & B02</p>	<p>Firelines shall be constructed by hand around the perimeter or portions of the perimeter of each cutting unit. The Hazard Reduction and Site Preparation Map shows locations of required hand firelines around portions of cutting units.</p> <p>Water bars will be properly constructed and installed at intervals designated by the Forest Service to ensure adequate water diversion.</p> <p>The fireline will be constructed and cleared completely to expose mineral soil so that a continuous mineral soil line ranges from 12 to 24 inches in width. Do not bury or cover slash with soil during the construction of the fireline. Scatter all soil and duff material removed in fireline construction outside of the fireline. Scatter all vegetative material removed in fireline construction within the boundary of the cutting unit and avoid concentrating fuel next to the fireline. If a fuelbreak is required, construct the mineral soil fireline on the exterior edge of the fuelbreak.</p>
<p><u>Cutting Units</u></p> <p>L01, L02, L03, L04, L06, L08, L09, T05, T07, T12, T13, T19, T20, T21, T22, T27, & B02</p>	<p>Firelines installed along the bottom portions of a unit with slopes over 30 percent, or as designated by the Forest Service, will be “cup” or “V” shaped and at least 12 inches deep including berm height.</p> <p style="text-align: center;">Example Fireline “V” Shaped Detail Drawing</p>

<p><u>Cutting Units</u></p> <p>L01, L02, L03, L04, L06, L08, L09, T05, T07, T12, T13, T19, T20, T21, T22, T27, & B02</p>	<p>Remove any fuels extending across the mineral soil fireline and within 3 feet of the ground and scatter within the cutting unit away from the fireline.</p>
<p>Hand Fuelbreaks <u>Cutting Units</u></p> <p>L01, L02, L03, L04, L06, L08, L09, T05, T07, T12, T13, T19, T20, T21, T22, T27, & B02</p>	<p>Fuelbreaks shall be cleared by hand of all concentrated vegetative debris (fuel) that will easily ignite, maintain, or increase fire intensity, contribute to fire spread or hinder mop up operations. The Hazard Reduction and Site Preparation Map shows the location of required fuelbreaks around portions of the perimeter of each cutting unit.</p> <p>All vegetative material removed from the fuelbreak shall be scattered within the unit to avoid concentrations greater than 1 feet in height. Fuelbreaks shall be constructed to minimum width of 12 feet. Live vegetation may remain intact but must not exceed 2 feet in height.</p> <p>All material shall be scattered inside the unit at least 4 feet from the fuelbreak. Large material shall be placed up and down (perpendicular) to the slope to prevent rolling during burning operations.</p>
<p>Landing Cleanup <u>Cutting Units</u></p> <p>ALL</p>	<p>A landing is considered a place where any logs or products are gathered for processing and/or loading. Unless otherwise agreed, all slash accumulated at landings shall be piled. Piles shall be reasonably compact and free of soil to facilitate burning. Piles shall be of a size and location which will not impair road use or result in damage to residual timber. The piling of landings will be done by a grapple-type loader, excavator or as otherwise agreed to by Forest Service.</p>
<p><u>Cutting Units</u></p> <p>ALL</p>	<p>Piles shall be located at least 20 feet from residual timber. Piles shall range from 30 to 80 feet in diameter and 10 to 20 feet in height. All objects which extend more than 5 feet in any direction from the pile profile will be cut off and returned to the pile.</p>

<p><u>Slashing Cutting Units</u></p> <p>7, 07A, 11, 11A, C01, C03, C04, C10, C11, C20, L01, L02, L03, L05, L06, L08, L09, T02, T05, T06, T07, T10, T12, T13, T19, & T27</p>	<p>Purchaser shall fell all live and dead (<u>coniferous and/or deciduous</u>) trees except PP, WL, WBP, WP & LP not meeting Utilization Standards and over 4 feet in height, unless otherwise designated to be left standing.</p> <p>Stumps shall be cut flat and not exceed 6 inches in height as measured from ground surface on the uphill side. Completely sever trees from the stump, leaving no live limbs on the stump. Keep all system roads and drainage structures free of slashed material from within these units.</p>
<p><u>Fell Damaged Residual Cutting Units</u></p> <p>3, 03A, 03B, 11A, 15, 15C, C08, T01, T14, T22, & T24</p>	<p>Purchaser shall fell all species over 4 feet in height not meeting minimum diameter specifications for Included Timber and damaged beyond recovery by Purchaser's Operations. Such trees shall be limbed, and stems bucked into lengths shorter than 4 feet. Stumps shall not exceed 6 inches in height from ground surface as measured on the uphill side and shall be cut flat. Trees shall be completely severed from the stump leaving no live limbs on the stump. Tops, stems and limbs will not extend over 18 inches in height above the ground.</p>
<p><u>Leave Tops Cutting Units</u></p> <p>11A & 15</p>	<p>All Included Timber shall have tops cut from the stems prior to skidding or yarding. Tops will be severed at 3 inches diameter inside bark. Tops will be left in cutting unit where timber is felled.</p>
<p><u>Whole Tree Yarding Cutting Units</u></p> <p>All Except 11A & 15</p>	<p>Whole trees shall be skidded or yarded to landings. Purchaser shall leave tops and limbs of felled trees attached to Included Timber.</p>

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

C6.753 – TEMPORARY ROAD CONSTRUCTION SLASH DISPOSAL (10/82). Unless agreed otherwise in writing, Temporary Road slash shall be disposed of or treated in accordance with the following:

- A. All timber within the road clearing limits which contains a product meeting the minimum piece specifications stated in A2 shall be felled (not pushed over) and bucked in

advance of road construction. All timber shall be felled within the clearing limits whenever it is feasible to do so.

B. Timber within the clearing limits not meeting minimum piece specifications in A2 and other debris from the clearing and grubbing operations more than three (3) inches in diameter and three (3) feet in length shall either be (a) utilized and removed from Sale Area, (b) burned within the right of way, (c) removed to designated locations shown on Sale Area Map for burying or later burning, (d) buried, (e) processed through a chipping machine, (f) scattered in such a manner as to avoid concentrations of slash and without damaging other trees or resource values, (g) decked, or (h) a combination thereof.

C. All material to be treated or disposed of shall be bucked into lengths not to exceed 20 feet before being piled or buried.

D. If debris is to be burned, burning shall be complete and shall be done at such times and in a manner approved in writing by Forest Service. Residual construction slash from burning shall be buried, scattered or removed to agreed locations.

E. Debris to be buried shall be placed in prepared holes, benches, or trenches at agreed locations and covered with not less than two (2) feet of native soil or rock. Slash and debris may be buried in the roadway providing hauling can be supported and providing there is little probability or hazard of slope failure.

F. If debris is to be chipped, the chips shall be spread over the surface of the ground in such a manner that their loose depth does not exceed six (6) inches. Chips may be mixed with soil within roadway.

G. Slash and debris may be scattered in those situations where the volume of slash or residual slash is relatively light and the adjacent stands of timber are sufficiently open to accommodate the scattering without damage.

H. If material is decked, logs not meeting Utilization Standards that are six (6) inches or more in diameter shall be bucked into lengths not to exceed 32 feet and piled at agreed locations.

C6.801 - SCALING (NON-SAWTIMBER) (7/20). A Non-sawtimber log, is a log meeting or exceeding minimum specifications in A2 for Non-sawtimber and shall be any log or portion of a tree, except western red cedar, dead or alive, not meeting Sawtimber Product specifications shown in A2 and either:

- 1) Contain at least 50 percent pulpable wood in terms of gross cubic volume. Normal Sawtimber scaling defects such as stain, shake, checks, crook, sweep, burls, knot clusters, pitch, worm holes, and firm rot are considered pulpable. Fire char is not considered pulpable. Defective logs that will break up under normal debarking operations are not considered pulpable.

- 2) Can be converted into other products such as fuelwood, posts, poles, rails and house logs. Defective logs that will break up under normal delimiting and loading operations and that cannot be hauled using industry standard log truck configurations are not considered merchantable.

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

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

C6.822 – PRESENTATION FOR WEIGHT SCALING (4/13). To facilitate the requirement of B6.82 that loads be presented so that they may be scaled in an economical and safe manner, and to aid in the accountability requirements of C6.840 or C6.848, Purchaser, unless otherwise agreed in writing, shall:

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

B. Weigh all loads on scales currently certified by the State in which weighed. Scales must have a current inspection tag or seal posted which shows the date of the most recent test by the State weights and measures agency. No load shall be presented for weighing that weighs more than the certified capacity of the scales in use. Each load shall be weighed according to the Instructions for Load Weighing and Accountability posted at the weighing facility, with the gross and tare weights stamped and recorded by an automatic recording device on the scales. Loads shall be weighed in sequence, with the gross weight obtained first and the tare weight printed within two (2) hours of unloading. In addition to the gross and tare weights, Purchaser shall record the following information on each weight slip:

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

C. Maintain load accountability from the Sale Area to point of weighing. In so doing, the load of products shall remain intact while in transit. Products accidentally lost in transit shall be promptly identified by Load Removal Permit number and sale designation. Purchaser shall, within 48 hours, load out such lost products and present them for weighing or make other arrangements acceptable to Forest Service. Products off-loaded at State weigh stations to reduce overloading shall not be considered accidentally lost products. Unless otherwise agreed, off-loaded logs will not be stored at State weigh station sites. Logs will be off-loaded onto an empty truck and will have a log load removal permit attached before proceeding from the weigh station. Purchaser is required to notify the Forest Service before off-loading of logs occurs. Off-loaded logs will be delivered immediately to the designated weight scales.

D. Clearly and legibly paint the last three digits of the Load Removal Permit number in **BLACK** paint on the back end of at least three (3) logs of every load transported from the Sale Area.

C6.823 – VOLUME DETERMINATION (4/13). Volume determination shall be based on Weight Measurement unless otherwise agreed. Products shall be weighed on certified scales at locations approved by Forest Service. The weight slip, showing sale name, Load Removal Permit number, date and time weighed, and the gross and tare weights, shall be attached to the Scaler Permit and placed in the location(s) designated by the Forest Service.

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

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

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

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

A. Requirements Applicable to Purchaser's Accountability Obligations:

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

B. Requirements Applicable to Product Removal Book:

1. Forest Service:

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

2. Purchaser shall require:

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

C. Requirements Applicable to Weight Slips:

1. Purchaser shall assure that:

- a. All products removed are presented for weighing at agreed to locations and that gross and tare weights are obtained on certified scales.
- b. That weight slips are attached to proper Scaler Permit and deposited in accordance with procedures established by the Forest Service.

C6.849 – ROUTE OF HAUL (4/13). As part of the annual Operating Schedule, Purchaser shall furnish Forest Service both a map and a written general plan for hauling Included Timber from Sale Area. The plan shall set forth:

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

Such route of haul shall normally be the shortest, most economical haul route available between the points. Forest Service written approval of the haul route(s) and weight scales is required prior to commencement of Purchaser's hauling operations. The designated weight scales must meet the requirements contained in Standard Provision B6.814 at each weighing facility the Purchaser wishes to use.

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

aware of the delay and include the Load Removal Permit number, weighing destination and rationale for the delay.

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 weighing 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.

C7.2 - NORMAL PRECAUTIONS (3/21). Specific fire precautionary measures are set forth below. Upon request of Forest Service, Purchaser shall permit and provide an individual to assist in periodic testing and inspection of required fire equipment. Purchaser shall promptly remedy deficiencies found through such inspecting and testing.

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

STATE OF MONTANA AND SOUTH DAKOTA REQUIREMENTS:

1.CAMPFIRES

- a. Campfires cannot be left unattended and must be completely extinguished
- b. All campfires must be constructed in cleared or bare areas, and not allowed to spread beyond the established ring, pit, grate, or container.
- c. Anyone igniting a campfire is required to have fire tools listed in Item 3.

2.EQUIPMENT

All internal combustion engines must be equipped with an approved and effective spark-arresting system, as established in the National Wildfire Coordinating Group's Spark Arrester

Guides. Spark-arresting devices must be marked, properly installed, and maintained in accordance with the Guides. The following vehicles are exempt:

- a. automobiles and light trucks of less than 23,000 GVW when all exhaust gases pass through a properly installed and maintained exhaust system, baffle-type muffler, and tailpipe. Vehicles with glass-pack mufflers do not qualify for the exemption.
- b. heavy-duty trucks of 23,000 GVW or greater, with a muffler and vertical stack exhaust system extending above the cab.
- c. vehicles with other spark-arresting systems providing equal or increased effectiveness. Such vehicles must be inspected and have written authorization from the recognized fire protection agency.

Equipment used for Purchaser's Operations must meet the fire extinguisher and tool requirements listed in Item 3.

3. FIRE EXTINGUISHERS AND FIREFIGHTING TOOLS

a. Chainsaw operators shall carry a fully charged and operable fire extinguisher, minimum-capacity 8-ounce liquid or 1-pound dry chemical, with a 4BC or higher rating.

b. Vehicles and equipment, mobile or stationary, with a combustion engine/motor used for Purchaser's Operations must have one operable, dry-chemical fire extinguisher with a minimum 2.5 -pound capacity and 4BC or higher rating.

c. Chainsaw operators shall maintain one usable shovel at chainsaw-fueling sites.

d. All persons or parties igniting a campfire shall have one usable shovel and bucket. Persons igniting a barbecue need not have a shovel or bucket if the ashes are not removed from the container and the ashes or container are not placed on or near combustible material.

e. Purchaser's Operations must have:

i. One usable shovel or pulaski with each vehicle and equipment with an internal combustion engine/motor, mobile or stationary.

ii. One backpack pump with each vehicle and with any equipment, used off road, mobile or stationary, with an internal combustion engine/motor, that cannot be used to build fireline and is being operated on combustible material.

f. Other types of firefighting tools that provide increased efficiency or effectiveness may be substituted by written authorization.

For example, a _combi_ firefighting tool may be substituted for a shovel or pulaski.

4. DEFINITIONS

Backpack Pump: 5-gallon minimum; standard galvanized metal, fiberglass, or rubberized backpack water container with attached handpump; full of water at all times.

Bucket: Metal, plastic, canvas, or fiberglass container capable of holding at least one gallon of water.

Combi Tool: A tool combining a shovel and pick.

Pulaski: An ax with a medium size sharp grub hoe opposite the ax blade.

Shovel: Vehicle, equipment, and chainsaw operator shovels will have a minimum overall length of 36 inches with a round pointed shovel head with a minimum width of 6 inches.

Shovels required for campfires must be at least 24-inches in length with a pointed shovel head. Folding handles qualify.

5. BLASTING.

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

6. SMOKING.

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

7. PRECAUTIONS FOR WOOD STOVES

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

8. DEBRIS AROUND BUILDINGS

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

9. STORAGE OF PETROLEUM AND OTHER HIGHLY INFLAMMABLE PRODUCTS

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

10. EMERGENCY MEASURES

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

11. WELDING.

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

C7.21 - WATER HANDLING EQUIPMENT (3/21). The following requirements shall apply during the period stated in A12 and during other such periods as specified by the Forest Service.

Purchaser shall provide at a location satisfactory to Forest Service, a serviceable truck or trailer equipped with a firefighting tanker unit to be kept ready for instant use for fire suppression. The unit shall consist of a tank of not less than 100-gallon capacity upon which shall be mounted a live hose reel or live hose basket with 250 feet of a least 3/4-inch inside diameter heavy-duty rubber hose; a portable or power takeoff pump with discharge capacity of at least 20 gallons per minute at 70 P.S.I. pressure. Pumps shall be provided with a bypass or pressure relief valve so the hose nozzle may be shut while the pump is operating. Each tanker unit shall have a hose nozzle of the shut-off type, adjustable for straight stream, spray or fog, an additional 250 feet of 3/4-inch heavy-duty rubber hose or 1-inch cotton jacket rubber-lined or linen hose to be carried on the unit for use as needed. Tools, adapters, accessories and fuel necessary to operate the pump and truck or trailer shall be provided. If a trailer is used, a serviceable vehicle with the proper trailer tow hitch shall be located at a point satisfactory to Forest Service.

Where water is available, a supply sufficient for rapidly filling the water tank shall be agreed upon at one or more accessible points along or adjacent to the main truck roads. Water pump intakes shall have at least 12 feet of 1-inch suction hose with an intake screen less than or equal to 3/32 inch in pore size.

Skidders, dozers, pumper cats, and engines with mounted or quick connect tanks, meeting current NRCG minimum standards will be an acceptable substitute to a pump and trailer except the use of a Type 7 engines. Type 7 engines may not be used as a substitute for pump and trailer.

NORTHERN ROCKIES COORDINATING GROUP (NRCG) minimum standards can be found at:

https://gacc.nifc.gov/nrcc/nrcg/committees/business/nr%20supplements/NR_Chapter20.pdf

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

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

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

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

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

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

C8.64 – DEBARMENT AND SUSPENSION CERTIFICATION (3/18). 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# – USE OF TIMBER (OPTION 1) (4/04).

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

(b) Except for N/A 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. (8/21) 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. (8/21) 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.