

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

Species	Product
Combined Softwood <i>except</i> Cedar	Non-sawtimber Standing and Topwood
Cedar	Cedar Product

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.

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)
1, 4, 5, 7, 14, 16, 17, 18, 19, 20, 21	DF, LP, AF, S, H, C, GF	N/A

Stump diameter will be measured at **4** inches above ground level on the uphill side of the tree, outside of bark. A minimum stump height of **4** 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 **blue** paint at or above eye level, and a stump mark consisting of a horizontal stripe of **blue** 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. (7/22) The downpayment amount shown in A18 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to B9.4, transferred to other timber sales, or refunded until:

- (a) stumpage value representing 25 percent of the total bid value of the timber sale has been charged and paid for, or
- (b) the estimated value of the unscaled timber is equal to or less than the amount of the downpayment, or
- (c) if 36 CFR 223.49(e) is applicable, the estimated value of the unscaled timber is equal to or less than the amount of the downpayment.

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

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

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

C4.212 – TEMPORARY REDUCTION OF DOWNPAYMENT (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.

C4.213 – PERIODIC PAYMENT SCHEDULE. (04/23) Purchaser shall make periodic payments for stumpage value, as shown in A19.

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

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

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

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

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

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

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

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

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

C4.3 – PAYMENT GUARANTEED BY BOND. (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.

C5.12# – 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:

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

Roads coded A will be signed by 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		
432, 634, 2214	Ball Creek Road Trout Creek Road Dynamite Road	Begin	End	R, A	Hauling is restricted from 6 pm Friday to midnight Sunday and on the following holidays: Memorial Day, 4 th of July, Labor Day, Thanksgiving, Christmas, and New Year's Day. Closed to public access.

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		T101	T108	T201	T301	T310	T619				
432	0.00	5.57	5.57	P	P	P	P	P	P				
634	0.00	6.36	6.36	P	P	P	P	P	P				
2214	0.00	1.08	1.08	P	P	P	P	P	P				

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To		T101	T108	T201	T301	T310	T619				
432	0.00	5.57	5.57		P	P	P	P	P				
634	0.00	6.36	6.36		P	P	P	P	P				
2214	0.00	1.08	1.08		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	T108	T201	T301	T310	T619			
432	0.00	5.57	5.57	P	P	P	P	P	P			
634	0.00	6.36	6.36	P	P	P	P	P	P			
2214	0.00	1.08	1.08	P	P	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 B6.33# and all applicable State Laws.

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-201 SHOULDER MAINTENANCE

DESCRIPTION

1.1 Shoulder maintenance consists of keeping that portion of roadway adjacent to a paved and/or aggregate surface in a reasonably smooth condition and flush with the pavement and/or aggregate in order to provide lateral support to the surface. It may require blading, furnishing, and placing additional material, application of bituminous material, and any other work incidental to the maintenance of the shoulder.

MATERIALS

2.1 Materials selected for shoulder maintenance shall be similar to the material used in the previous construction or maintenance.

REQUIREMENTS

3.1 Shoulder Blading. Replace material as necessary. Blade and shape the entire width of the shoulder to drain the paved or aggregate surface. The shoulder material shall be moistened if necessary to ensure reasonable compaction and graded flush with the pavement or aggregate edge. The entire shoulder shall be fully compacted.

3.2 Asphalt Stabilized Shoulders. Where shoulder has been previously stabilized with bituminous treatment, reapplication of bituminous material shall be made when 50 percent of the shoulder surface material is no longer held in place by bitumen. Prior to treatment, it may be necessary to replace earth or aggregate material lost or moved since last application.

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.

SPECIFICATION T-619 MISCELLANEOUS STRUCTURES

DESCRIPTION

1.1 Maintenance of miscellaneous structures include the maintenance of retaining walls, guard rails, cattleguards, fences, gates, and any other similar structures that have been previously installed to insure the safe and efficient operation of the road.

MATERIALS

2.1 Any materials needed in the maintenance of miscellaneous structures shall be similar in type and quality to the material in the structure being maintained.

REQUIREMENTS

3.1 Guard Rails. Anchors shall be tightened.

3.2 Cattleguards. Tie-in fences shall be sound and secured to the wings. Loose rails shall be welded or bolted back in place. Material deposited into the cattleguard well during operations shall be removed. Drainage into and out of cattleguards shall be maintained.

3.3 Fences. Wire fences shall be tightened if loose. Broken strands of wire or wood railings shall be replaced.

3.4 Gates. Gates shall be properly signed, kept in good repair and made to swing easily. Hinges or latches shall be repaired if not operating properly. Hinges shall be oiled.

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.

C5.41# – 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
432	MP 0.10	FS	Gate	FS	Yes
634	MP 0.87	FS	Gate	FS	Yes
2214	MP 0.03	FS	Gate	FS	Yes

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
432	MP 0.10	Gate	FS	Yes
634	MP 0.87	Gate	FS	Yes
2214	MP 0.03	Gate	FS	Yes

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 undesignated 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.

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.

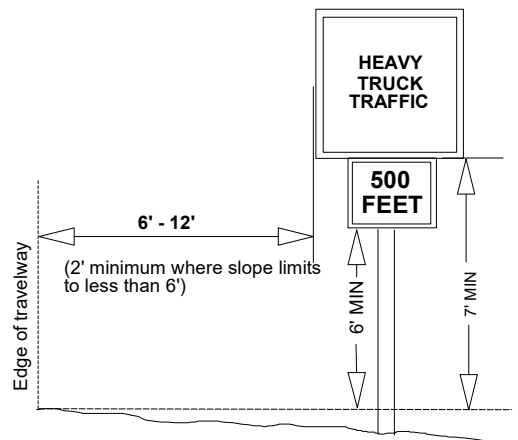


Figure 1: Sign Placement Dimensions

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.

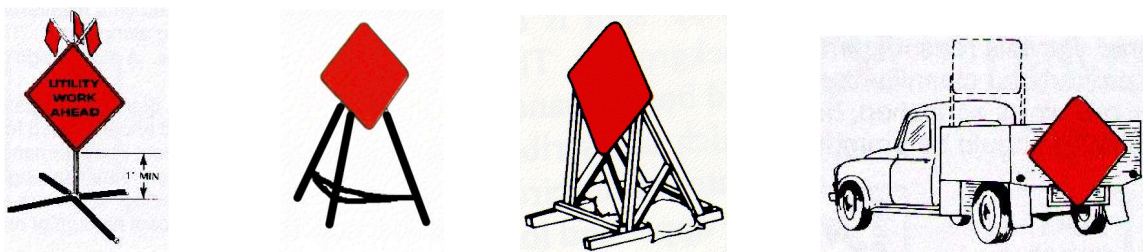


Figure 3: Examples of Temporary/Portable Supports

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.

C6.341 – PREVENTION OF OIL DISCHARGES. (7/22) If Purchaser maintains storage facilities for oil or oil products on Sale Area, Purchaser shall take appropriate preventative measures to ensure that any harmful discharge of such oil or oil products does not enter into or upon any navigable waters, adjoining shorelines, or other waters of the United States, as prescribed in 40 CFR 110. As soon as Purchaser has knowledge that measures, as described in B6.34 fail to prevent a discharge into or upon navigable waters or adjoining shorelines of the United States, Purchaser shall notify the Forest Service Representative the National Response Center and any other appropriate State agencies. In accordance with 40 CFR 110.6, all harmful discharges that occur as a direct or indirect result of Purchaser's operations, regardless of whether such discharges are caused by Purchaser's employees, agents, Subcontractors, or their employees or agents, directly or indirectly, as a result of Purchaser's Operations must be reported.

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

- (a) Purchaser maintains above ground storage facilities, including mobile storage, for oil or oil

products on the Sale Area and the total storage capacity for these products exceeds 1,320 gallons in either a single container of greater than 1,320 gallons, or in multiple containers of 55 gallons or greater, and

(b) there is a reasonable expectation that a harmful discharge could reach navigable waters of the United States, adjoining shorelines or other waters as prescribed in 40 CFR 112.

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

C6.351# – 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 N/A the Sale Area, Purchaser shall be required to clean all logging and construction equipment that operates in N/A prior to the equipment leaving Sale Area. 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>
All	Equipment used in the operations of the timber sale or stewardship contract shall meet approved industry safety standards as required by OSHA.
All	Trees shall be felled, insofar as safety permits, to angle in the direction of skidding.
All	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).
4, 5, 7, 21	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.
All	Bucking of windfalls and down material across skid trails (all skidding and yarding methods) location is required in advance of construction.
1, 14, 16, 17, 18, 19, 20	No mechanized felling of timber shall be permitted in cutting units <u>1, 14, 16, 17, 18, 19, 20</u> . All included timber shall be felled by hand.
	<i>Tractor Units</i>
All Tractor Units	The location of tractor skid trails shall be designated on the ground by Purchaser and approved by Forest Service in advance of falling.
All Tractor Units	Logs shall be tractor skidded with the leading end free of the ground.
All Tractor Units	Tractors shall be restricted to approved tractor roads and skid trails.

C6.41# – SPECIAL FELLING REQUIREMENTS (10/04). Unless otherwise agreed in writing, the following special requirements shall be met in felling timber designated for cutting:

Cutting Unit	Item or Area to be protected	Protection Measure
All Units	Survey Markers	Directionally fell trees away from survey markers, bearing and monument trees.
4, 5, 7, 21	Soils	Mechanical felling shall be approved in advance and shall only be allowed on slopes less than 40% slope. Felled timber shall not be skidded across protected streamcourses except where approved by sale administrator
1, 14, 16, 17, 18, 19, 20	Soils	All equipment shall remain on the road, except in designated landings. Mechanical felling shall be approved in advance and shall only be allowed to operate from the road or road shoulder. Felled timber shall not be skidded across protected streamcourses, except where approved by Sale Administrator.
All Units	Soils	All slash will be retained or returned to the woods.

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.

C6.661 – 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.

Annually, prior to start of logging, Purchaser shall submit a supplement to the Plan of Operations for Forest Service approval that shall include a schedule for completion of slash treatment on the various portions of the sale area. This schedule may be included as part of the annual Operating Schedule. Purchaser shall submit a revised schedule when Purchaser proposes a significant deviation from the progress schedule.

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:
<u>Landing Cleanup Cutting Units All</u>	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.

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.

C6.804 – SCALING CEDAR PRODUCTS (10/04). A cedar product log shall be a western redcedar log, or portion thereof, not meeting minimum sawlog specifications as shown in A2.

A product log or piece must meet the following specifications:

Net Useable End		Minimum Net	
Minimum Length	Area in % of Gross	Minimum Diameter	Volume
10' 3"	20	8.0" (44 square inches)	4.0 cubic feet

A minimum shell or soundwood thickness of 4.5 inches must be present in logs or portions of logs in order to be suitable for cedar products. Useable end area must contain sound material in units of at least 4.5 inches by 4.0 inches in end area.

Logs purposely cut in shorter lengths shall be measured and paid for.

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

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.

C6.840 – WEIGHT ACCOUNTABILITY (3/12). 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. 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 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.

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 products are hauled, truck driver will sign legal signature in ink on Woods Permit.
- c. 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.

C6.841 - Route of Haul (Option 1). (7/22) As part of the annual Operating Schedule, Purchaser shall furnish a map showing and designating the route of haul over which unscaled products will be transported from Sale Area to the approved Scaling location. A written description of the haul route will not be accepted as a substitute for a map. Such designated route of haul shall be the most economical haul route available between the points. The estimated average haul time from the Sale Area to the approved scaling location shall be documented on the map showing the route of haul.

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

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

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

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

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 _____ shall apply during the period stated in A12 and during other such periods as specified by Forest Service.

STATE OF IDAHO REQUIREMENTS

1. INCORPORATION BY REFERENCE.

Spark Arrester Guide – General Purpose and Locomotive (GP/Loco), Volume 1, September 2012, 1251 1809-SDTDC as revised and updated.

Spark Arrester Guide – Multiposition Small Engine (MSE), Volume 2, August 2012, 1251 1808- SDTDC as revised and updated.

Spark Arrester Guide – Off- Highway Vehicles (OHV), Volume 3, April 2012, 1251 1805-SDTDC as revised and updated.

2. DEFINITIONS

Block: A piece of logging equipment where steel rope or cable is actively turning the block's pulley and used as part of a cable logging/yarding system for the specific purposes of establishing tail hold anchor points, intermediate support of main lines, or carriage haul-back capability for the purposes of yarding or hauling of logs to a log landing for transportation to a mill or processing facility.

Cable or Cable Assisted Logging: A harvest system for felling or yarding of forest product materials consisting of the use of a cable assisted harvester or the use of a yarder, spar tree, or intermediate support with motorized or non-motorized carriage to transport logs to the landing for further processing purposes.

Metal Tracked Harvester: Any machine with metal tracks used to fall, bunch or process trees into forest products at the stump.

Serviceable: In good working order and fully functioning to perform the primary job intended for extended periods of time.

3. SPARK ARRESTERS.

Requirements. Steam or internal combustion engines must be equipped with properly installed, maintained, and effectively working spark arresters that comply with the standards set forth in the San Dimas Technology and Development Center’s “Spark Arrester Guide(s).”

Exemptions. The following are exempt from the requirements:

- a. Turbo-charged internal combustion engines in which one hundred percent (100%) of the exhaust gases pass through the turbo-charger.
- b. Engines of passenger-carrying vehicles and light trucks, equipped with baffle-type muffler and tailpipe through which all exhaust gasses pass, that are kept in good repair.
- c. Engines of heavy-duty trucks equipped with a vertical exhaust stack and muffler extending above the cab of the vehicle.
- d. Engines of water pumping equipment used in firefighting.
- e. Engines of helicopters and other aircraft.

4. FIRE TOOLS AND FIRE EXTINGUISHERS.

Basic Fire Cache. Purchaser will have available for firefighting purposes the number of tools and tool boxes set forth in Table 1. Purchaser’s Operations having more than ten (10) people must use multiples of any of the columns in the table to arrive at a tool distribution equal to or in excess of the number of people in the Purchaser’s Operations

TABLE 1

People in Operation	2 - 5	6 - 8	9 - 10
Tool Box	1	1	1
Shovels	2	4	5
Pulaskis	2	4	4
5 gallon pump cans or bladder bags	1	1	2

a. The tool boxes must be clearly marked “FOR FIRE USE ONLY”; and the tools required must be in a location immediately accessible for firefighting purposes, maintained in a serviceable condition and be fully functional at the time of deployment.

b. Warming Fires or Campfires. Except when in designated developed campgrounds or when traveling as a pedestrian, all persons or parties igniting warming fires or campfires will be equipped with the following:

- i. One (1) serviceable shovel at least twenty-four (24) inches in overall length with six (6) inch or wider blade.
- ii. One (1) water container, capacity one (1) gallon or more.

c. Power Equipment. Each unit of mobile or stationary power equipment other than portable power saws, trail bikes, motorcycles, all-terrain vehicles and similar type vehicles operating must be equipped with a minimum of one (1) chemical fire extinguisher rated by the Underwriters Laboratory as not less than 4-BC and a minimum capacity of 2.5 lbs.

d. Portable Power Saw. Any person using a portable power saw must have the following immediately available for the prevention and suppression of fire:

- i. A fully charged operable fire extinguisher of at least eight (8) ounce minimum capacity.
- ii. A serviceable round-pointed size zero (0) or larger shovel.

5. WATER SUPPLY AND EQUIPMENT.

Purchaser’s Operations using a cable logging system or a metal tracked harvester during the period of July 1st through September 30th annually must provide the following water supply and fire suppression equipment in the Sale Area at an agreed to location.

a. Water Supply.

- i. The water supply must consist of a self-propelled motor vehicle or trailer equipped with a water tank containing not less than two hundred (200) gallons of water.
- ii. Trailers used for this purpose will be equipped with a functional hitch attachment and have a serviceable tow vehicle immediately available to provide for timely fire suppression response.

b. Water Delivery.

- i. Water pump. The size and capacity of the water pump must be sufficient to provide a discharge of not less than twenty (20) gallons per minute when pumping through fifty

(50) feet of hose of not less than three quarter ($\frac{3}{4}$) inch inside diameter with an adjustable nozzle at pump level.

- ii. Hose and nozzle. At least five hundred (500) feet of serviceable hose of not less than three quarter ($\frac{3}{4}$) inch inside diameter and a nozzle.

c. Readiness.

- i. All hose, motor vehicles, trailers, tanks, nozzles and pumps will be kept ready for immediate use during active operations, including fire watch service as set forth in this provision.
- ii. The water supply, pump, a minimum of two hundred (200) feet of hose packaged in a suitable manner for immediate deployment, and the nozzle will be maintained as a connected, operating unit ready for immediate use.

6. FIRE WATCH SERVICE.

Purchaser's Operations that are conducted within a Stage 2 proclamation area must provide Fire Watch Service on the Sale Area.

a. Duties and Requirements. Fire Watch Service consists of at least one (1) person who:

- i. Is constantly on duty for three (3) hours after all power-operated equipment has been shut down for the day.
- ii. Visually observes the operating area where Purchaser's Operations occurred during the day.
- iii. Has adequate equipment for transportation and communications to summon fire-fighting assistance in a timely manner; and
- iv. Immediately responds to fires as required in B7.3 Fire Control, and to initiate such fire suppression actions to suppress the fire within the scope of their knowledge, skills and abilities.

7. CABLE OR CABLE ASSISTED LOGGING.

The following practices and equipment are required when conducting cable logging operations.

- a. Clear the ground of all flammable debris for not less than ten (10) feet slope distance from the point directly below any block.

b. Prevent moving lines from rubbing on rock or woody material in such a way to cause sparks or sufficient heat that may cause fuel ignition.

c. Provide a water supply that complies with the capacity, pump, hose, nozzle and readiness requirements set forth in item 5. Water Supply and Equipment.

d. Provide at each block:

i. One (1) pump equipped can or bladder containing not less than five (5) gallons of water; and

ii. One (1) round pointed size zero (0) or larger shovel in a serviceable condition

8. BLASTING.

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

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

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.