

CT2.11# - TIMBER SUBJECT TO AGREEMENT (06/1972)

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

| <u>Species</u> | <u>Product</u> |
|------------------|-----------------|
| <u>Hardwoods</u> | <u>Pulpwood</u> |

that shall be Included Timber upon written agreement.

CT2.2 - UTILIZATION AND REMOVAL OF INCLUDED TIMBER (09/2002)

BT2.2(b) notwithstanding, bucking lengths shall be varied to ensure that the maximum sawlog piece that may be left is 2 feet and that the maximum small roundwood piece that may be left is 5 feet.

Where cut trees are identified by paint, the Purchaser shall leave stumps of a minimum height to avoid obliterating paint markings that indicate individual trees to be cut.

CT2.21# - OPTIONAL REMOVAL (08/2004)

Species and products that become Included Timber (i) through agreement, or (ii) upon agreement under CT2.11#, may be removed or left on the Sale Area at the option of the Purchaser. However, any such material skidded or yarded to a landing shall be removed unless otherwise agreed in writing. Trees to be left under this authorization shall be felled, unless otherwise agreed.

All Included Timber left on the Sale Area under this provision must be paid for in accordance with BT4.1. When advance deposits are deferred under payment guarantee, monthly billings under BT4.215 for volume subject to this provision shall be the greater of 1) the estimated actual volume removed, or 2) the same percentage of volume as the percent of volume not subject to this provision that is being reported removed.

The Purchaser relinquishes any and all rights to Included Timber not removed from a Payment Unit upon the Forest Service acceptance of all contract requirements on the Payment Unit under BT6.36.

CT2.3# - RESERVE TREES (04/2004)

Notwithstanding the designations for cutting under BT2.31, BT2.32, BT2.33, or BT2.34, live or dead wildlife reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Such Reserve trees are identified by an orange "W" on two sides of the tree and shall be protected in accordance with CT6.32#. Units with reserve trees are shown on the Sale Area Map.

CT2.302# - PAYMENT UNIT BOUNDARIES (09/2004)

The boundaries of Payment Units are designated as shown in the following table. The trees used for boundary designation are not to be cut.

See Table CT2.302# - Payment Unit Boundaries, Payment Unit Boundary Designation Table

CT2.302 Payment Unit Boundaries

Payment Unit Boundary Designation Table

| <u>Payment Unit</u> | <u>Paint Color</u> | <u>Designation</u> |
|----------------------------|---------------------------|---|
| 1,2,3,4,5,6 | Orange | Three striped paint marks on the bole of the tree approximately 4.5 feet from the ground and a paint dot on the base of the tree. |
| 7 | Green | |

CT2.355# - INDIVIDUAL TREES (08/2004)

BT2.35 notwithstanding, the following individual trees are Marked with paint above and below stump height:

Cut Tree Marking. Individual trees to be cut are Marked in all or parts of the following Payment Units. Areas of cut tree marking are shown on the Sale Area Map with the symbol CTM.

See Table CT2.355# - Individual Trees, Cut Tree Marking

Leave Tree Marking. Individual trees to be left uncut are Marked in all or parts of the following Payment Units. Unmarked trees meeting Utilization Standards in AT2 shall be cut. Areas of leave tree marking are shown on the Sale Area Map with the symbol LTM.

See Table CT2.355# - Individual Trees, Leave Tree Marking

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R8 CT2.355 Individual Trees Designation Table

Cut Tree Marking.

Not Applicable

Leave Tree Marking

Individual trees to be retained are marked in all or parts of the following payment units. Areas of leave tree marking are shown on the Sale Area Map with the symbol LTM.

| Payment Unit(s) |
|------------------------|
| 1, 2, 3, 4, 5,6 |
| 7 |
| |
| |

| Paint Color |
|--------------------|
| Orange |
| Green |
| |
| |

CT4.211 - DOWNPAYMENT (06/2007)

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

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

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

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

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

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

CT4.4 - PAYMENTS NOT RECEIVED (08/2012)

(a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection, Contracting Officer will suspend all or any part of Purchaser's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

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

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under BT9.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

(c) Pursuant to the Debt Collection Improvement Act of 1996, as amended, if payment is not received by Forest Service within 15 days after the date of issue indicated on the bill for collection:

(i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.

(ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.

(iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).

(iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.

(d) Forest Service remedies for Purchaser's failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Purchaser's Operations, and administrative offset, shall be stayed for so long as:

- (i) A bona fide dispute exists as to Purchaser's obligation to make such payment and
- (ii) Purchaser files and prosecutes a timely Claim.

CT5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

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

See Contract Road Maintenance Requirements Summary Table.

Big Perry Openlands Timber Sale

Table A (Prehaul Road Maintenance Specifications)

| Road | Termini | | Miles | Applicable Pre-haul Road Maintenance Specifications | | | | | | | | | |
|-------|---------|-----|-------|---|------|------|------|--|--|--|--|--|--|
| | From | To | | 1020 | 1040 | 3020 | 4020 | | | | | | |
| 977 | 0 | 4.5 | 4.5 | | P | | | | | | | | |
| 977 | 4.5 | 7.2 | 3.2 | P | P | | P | | | | | | |
| 977B | 0 | 0.4 | 0.4 | P | P | P | P | | | | | | |
| 977C | 0 | 0.5 | 0.5 | P | P | P | P | | | | | | |
| 977D | 0 | 0.8 | 0.8 | P | P | P | P | | | | | | |
| 977G | 0 | 0.6 | 0.6 | P | P | P | P | | | | | | |
| 977H | 0 | 1.1 | 1.1 | P | P | P | P | | | | | | |
| 977I | 0 | 1.4 | 1.4 | P | P | P | P | | | | | | |
| 977J | 0 | 0.7 | 0.7 | P | P | P | P | | | | | | |
| 977JA | 0 | 0.1 | 0.1 | P | P | P | P | | | | | | |
| 977K | 0 | 0.9 | 0.9 | P | P | P | P | | | | | | |

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

Table B (During Haul Road Maintenance Specifications)

| Road | Termini | | Miles | Applicable During Haul Road Maintenance Specifications | | | | | | | | | |
|-------|---------|-----|-------|--|--|--|--|--|--|--|--|--|--|
| | From | To | | 1040 | | | | | | | | | |
| 977 | 0 | 4.5 | 4.5 | P | | | | | | | | | |
| 977 | 4.5 | 7.2 | 3.2 | P | | | | | | | | | |
| 977B | 0 | 0.4 | 0.4 | P | | | | | | | | | |
| 977C | 0 | 0.5 | 0.5 | P | | | | | | | | | |
| 977D | 0 | 0.8 | 0.8 | P | | | | | | | | | |
| 977G | 0 | 0.6 | 0.6 | P | | | | | | | | | |
| 977H | 0 | 1.1 | 1.1 | P | | | | | | | | | |
| 977I | 0 | 1.4 | 1.4 | P | | | | | | | | | |
| 977J | 0 | 0.7 | 0.7 | P | | | | | | | | | |
| 977JA | 0 | 0.1 | 0.1 | P | | | | | | | | | |
| 977K | 0 | 0.9 | 0.9 | P | | | | | | | | | |

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

Table C (Post Haul Road Maintenance Specifications)

| Road | Termini | | Miles | Applicable Post Haul Road Maintenance Specifications | | | | | | | | | |
|-------|---------|-----|-------|--|--|--|--|--|--|--|--|--|--|
| | From | To | | 1020 | | | | | | | | | |
| 977B | 0 | 0.4 | 0.4 | P | | | | | | | | | |
| 977C | 0 | 0.5 | 0.5 | P | | | | | | | | | |
| 977D | 0 | 0.8 | 0.8 | P | | | | | | | | | |
| 977G | 0 | 0.6 | 0.6 | P | | | | | | | | | |
| 977H | 0 | 1.1 | 1.1 | P | | | | | | | | | |
| 977I | 0 | 1.4 | 1.4 | P | | | | | | | | | |
| 977J | 0 | 0.7 | 0.7 | P | | | | | | | | | |
| 977JA | 0 | 0.1 | 0.1 | P | | | | | | | | | |
| 977K | 0 | 0.9 | 0.9 | P | | | | | | | | | |

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

Table D (Spot Stone Aggregate Applications Specifications)

| Road Number | Road Name | Timing | Type Material | Quantity (Tons) |
|-------------|----------------|-----------------|----------------------|-----------------|
| 977 | Big Perry | Pre/during haul | #4, #57, or #2 stone | 720 |
| 977B | | Pre/during haul | #4, #57, or #2 stone | 36 |
| 977C | Forked Ridge | Pre/during haul | #4, #57, or #2 stone | 75 |
| 977D | Haney Ridge | Pre/during haul | #4, #57, or #2 stone | 80 |
| 977G | Road Branch | Pre/during haul | #4, #57, or #2 stone | 90 |
| 977H | Harvey Ridge | Pre/during haul | #4, #57, or #2 stone | 171 |
| 977I | Kitty Hall | Pre/during haul | #4, #57, or #2 stone | 204 |
| 977J | Squirrel Ridge | Pre/during haul | #4, #57, or #2 stone | 70 |
| 977JA | | Pre/during haul | #4, #57, or #2 stone | 13 |
| 977K | Kiser Ridge | Pre/during haul | #4, #57, or #2 stone | 90 |

INCLUDED SPECIFICATIONS

| Activity No. | Activity Specification Title |
|--------------|-------------------------------|
| 1020 | Surface Blading (Dozer) |
| 1040 | Spot Surface Course Placement |
| 3020 | Ditch Cleaning |
| 4020 | Roadway Mowing and Clearing |

CT6.23 - PROTECTION OF LAND SURVEY MONUMENTS (09/2004)

The Forest Service shall appropriately designate on the ground all known surveying monuments, section corners and other corner accessories. Bearing trees shall be posted by the Forest Service with at least one bearing tree sign and a 6-inch red paint band around bole of tree about 6 feet above ground.

If any known monuments, corners or accessories are destroyed, obliterated, or damaged during the Purchaser's Operations, the Purchaser may make Required Deposits (16 U.S.C. 572) at rates stated in the Monument Restoration Schedule listed below. Such deposits shall be the minimum rates charged, and will be deposited in a special account. Minimum rates shall be adjusted upwards to cover actual costs incurred on all restoration projects.

The Purchaser and the Forest Service may agree in writing on actual cost for partial restoration projects. If the Purchaser destroys, obliterates or damages Land Survey Monuments or accessories other than those listed in said schedule, Forest shall establish rates commensurate with the Purchaser's liability.

Monument Restoration Deposit Schedule

| Type of Monument----- | Deposit |
|------------------------------------|----------------------|
| Exterior F.S. Survey Monument----- | \$100.00/monument |
| Interior F.S. Survey Monument----- | \$100.00/monument |
| Witness Tree----- | \$75.00/witness tree |
| Exterior Property Lines----- | \$750.00/mile |

CT6.24# - SITE SPECIFIC SPECIAL PROTECTION MEASURES (04/2004)

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

Cultural Resource Protection Measures: n/a

Wildlife and Botanical Protection Measures: Retain and protect from all unnecessary damage all 6.0" diameter at breast height (DBH) or larger trees of the following species: shagbarkm shellbark, and red hickories.

Retain and protect from all unnecessary damage all hemlocks.

Retain and protect from all unnecessary damage snags 9.0" DBH or larger.

Trees and snags previously described may be designated for removal with paint and cut to accommodate skid trails and safe work areas.

Cave Resource Protection Measures: n/a

CT6.3# - SCHEDULE FOR RELEASE OF PAYMENT UNITS (08/2001)

Unless otherwise agreed in writing, no more than two (2) Payment Units may be operated at one time. Upon completion of all contract requirements in a Payment Unit, an additional Payment Unit may be released for cutting if by such release the maximum number of Payment Units specified above, which may be operated at one time, is not exceeded.

The sequence for cutting Payment Units shall be: _____

CT6.32# - PROTECTION OF RESERVE TREES (04/2004)

Purchaser's damage or destruction of reserve trees described in CT2.3# will cause serious and substantial silvicultural or other damage to the National Forest. It will be difficult if not impossible to determine the amount of such damage. Therefore, Purchaser shall pay as fixed, agreed, and liquidated damages \$_____ for each_____ reserve tree and \$_____ for each_____ reserve tree damaged or destroyed by Purchaser's Operations, in addition to amounts payable under BT3.44 and BT3.45.

Damage, as used herein, includes any injury to the living crown, bole, or roots of reserve trees. If areas are marked on the ground around such reserve trees, operation of heavy equipment or skidding of products within the area shall be considered to be damage to the tree.

CT6.401# - CONDUCT OF LOGGING (09/2004)

Unless otherwise agreed in writing, the Purchaser shall take the following measures to minimize breakage of logs and to protect residual trees and other National Forest resources:

Applicable Within Payment Unit(s) All, the skidding pattern shall be approved by Forest Service in advance of felling and main skid roads/trails shall be located on the ground in advance of felling.

Applicable To avoid unnecessary turning of logs in Payment Unit(s) All, the Purchaser shall fell with the lead of the trees toward skid trails. The Purchaser shall employ directional felling techniques such as wedging, jacking, cable winching, or other methods, as needed to direct the fall of the tree.

Applicable Outside of clearcutting areas and authorized clearings, tractors shall be equipped with a winch to facilitate skidding. Products shall be winched (end-lined) as needed to protect resources or residual trees from unnecessary damage.

Not applicable In areas shown on Sale Area Map with the symbol W, all ground-based skidding equipment shall be confined to approved skid roads or trails and all Included Timber shall be winched to the skidder before transfer to the log landing. Winching may be required for distances up to n/a feet.

Not applicable In Payment Unit(s) n/a, skidding of products greater than n/a feet in length is prohibited.

CT6.601# - REVEGETATION PLAN AND SPECIFICATIONS (08/2006)

Where soil has been disturbed by Purchaser's operations and vegetation is needed to minimize erosion, Purchaser shall take appropriate measures according to the following specifications or other agreed stabilization measures:

Temporary road cuts, fill slopes, and shoulders shall be seeded and fertilized within 15 days of construction during the seeding season(s).

Temporary road surfaces, landings, and skid trails shall be seeded when not to be used for a period exceeding 60 days during the seeding season(s).

Temporary road cuts, fill slopes, and other soil disturbance within 25 feet slope distance of a streamcourse shall be seeded and mulched within 3 days of the disturbance.

Exposed soil on temporary roads, skid trails and landings no longer needed for the Purchaser's operations shall be seeded and fertilized within 30 days of discontinued use during the seeding season(s). Soil tilling to cover seed may be required under dry site conditions.

Bare areas or roads with soil compaction will require harrowing, disking or ripping. Fertilizer shall be applied and mixed thoroughly with the soil prior to seeding. Due to compaction, it may be necessary to till the soil to a depth of 6 inches or more.

The seeding season(s) shall be during the inclusive listed below, unless otherwise agreed.

See CT6.601# - Revegetation Plan and Specifications, Seeding Season(s) Table

The following kinds and amounts per acre of seed and fertilizer shall be applied, unless otherwise agreed:

See CT6.601# - Revegetation Plan and Specifications, Fertilizer and Seed Table

Not Applicable Mulch at the rate of n/a pounds per acre shall be applied. The Forest Service will identify the areas where mulch is required in addition to those specified elsewhere in this contract. Hay, straw, pine straw or shredded bark or other mulch acceptable to the Forest Service may be used as mulching material.

Applicable The Forest Service shall agree to the timing of the seeding operations.

Applicable Seeding operations shall not begin without the presence of a Forest Service representative.

Applicable Other revegetation specification: Skid trails and landings shall be mulched at a rate of 50 bales of straw, or equivalent, per acre on water diversion structures and other areas of exposed soil not covered by brush.

If the Forest Service performs such work as provided under a written cooperative agreement (16 U.S.C. 572), the Purchaser shall make the following deposit:

See CT6.601# - Revegetation Plan and Specifications, Cooperative Deposit Table

Big Perry Openlands Timber Sale

CT6.601# - REVEGETATION PLAN AND SPECIFICATIONS, SEEDING SEASONS TABLE

The seeding season(s) shall be during the inclusive listed below, unless otherwise agreed.

| Seeding Season | From Date | To Date |
|----------------|-----------|------------|
| Season 1 | March 1 | May 15 |
| Season 2 | August 15 | October 31 |

The following kinds and amounts per acre of seed and fertilizer shall be applied, unless otherwise agreed:

Ridgetop re-vegetation

| Material | Rate/Acre* |
|---------------------|------------|
| Indian grass | 6 pounds |
| Winter/summer wheat | 200 pounds |
| Pelletized lime | 2 tons |
| | |
| | |
| | |
| | |
| | |
| | |

Side-slope re-vegetation

| Material | Rate/Acre* |
|---------------------|------------|
| Wild rye grass | 8 pounds |
| Winter/summer wheat | 200 pounds |
| Pelletized lime | 2 tons |
| | |
| | |
| | |
| | |

If the Forest Service performs such work as provided under a written cooperative agreement (16 U.S.C. 572), the Purchaser shall make the following deposit: Purchaser Performance Required!

| Lump Sum Amount |
|-----------------|
| N/A |

| Amount Per Unit of Volume |
|---------------------------|
| N/A |

CT6.65 - SKID TRAILS AND FIRE LINES (08/2001)

At locations where terrain or other conditions prevent practicable construction of cross ditches and water-spreading ditches, the Forest Service may designate that ground debris consisting of root mat, humus, leaf and needle litter, or slash (as defined in CT6.7#) existing in the immediate area be placed on skid trails or fire lines. At such locations, the Purchaser shall place sufficient ground debris to slow and disperse runoff. At other locations the Forest Service and the Purchaser may agree to use ground debris, singly or in combination with other methods, to control erosion.

CT6.7# - SLASH TREATMENT (08/2004)

Slash is defined as all vegetative debris resulting from the Purchaser's operations, including limbs, tops, cull logs, bark, wood chunks, pushed-out stumps, damaged brush, and damaged residual trees. Tops from felled trees and all trees to be removed from roads, landings, or other construction clearings shall be completely felled and not left leaning or hanging in other trees. Slash associated with construction of Specified Roads is construction slash subject to treatment according to road construction specifications.

Other Ownership. The Purchaser shall conduct operations so that slash does not enter non-National Forest System lands, as shown on Sale Area Map. In event slash is deposited on other ownership, the Purchaser shall immediately remove such slash. The Contracting Officer may agree in writing to other treatment requirements if the Purchaser provides a written slash disposal agreement between the Purchaser and the landowner.

Roads and Other Clearings. Along roads available for public use the Purchaser shall immediately remove slash from traveled surfaces, shoulders, and drainage facilities. Other slash along roads available for public use and all slash along roads not available for public use shall be removed from the clearing limits within four days after adjacent skidding or yarding to each landing is complete. In areas where skidding or yarding is delayed or interrupted, slash shall be removed within ten days after being created.

Trails open to public use shall be kept free of slash. Slash within the clearing limits of powerlines, telephone lines, pipelines, and similar clearings shall be removed within ten days after adjacent skidding or yarding to each landing is substantially complete.

Slash removed from roads and other clearings shall be scattered outside the clearing limits, or otherwise disposed of as agreed. The time requirements for completion of slash removal may be changed by written agreement, except where immediate removal is required.

Other Treatment Areas. The Purchaser shall complete slash treatment in other areas as described below. The Forest Service and the Purchaser shall jointly agree to a schedule for completion of such slash treatment, which shall be included in the Purchaser's Annual Operating Schedule required under BT6.31.

Not Applicable At or adjacent to log landings, delimiting areas, and similar areas of slash accumulation within n/a, concentrations of slash greater than n/a feet in height and n/a feet in length, measured at greatest distances, shall be n/a

Slash treatments described below are required at locations shown on the Sale Area Map by the following symbols:

See Table CT6.7# - Slash Disposal, Slash Disposal Requirements Table

R8 CT6.7 - Slash Treatment, Slash Treatment Requirements Table

Table Not Needed

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CT6.8 - MEASURING (08/2001)

The estimated quantity of timber has been determined by tree measurement in accordance with the methods described in the Timber Cruising Handbook (FSH 2409.12), a copy of which may be examined in the Forest Supervisor's or the Ranger's Offices.

CT7.201 - TRUCK, TRACTOR AND POWER SAW MUFFLERS (08/2001)

Effective muffler systems installed by the manufacturer as standard equipment shall be maintained on exhausts of trucks, power saws and other internal combustion engines used in the Purchaser's Operations.

CT7.202# - FIRE FIGHTING EQUIPMENT (08/2001)

When the Forest Service advises the Purchaser that local fire weather conditions are becoming critical, the Purchaser shall keep with gasoline chain saws at all times one (1) fifteen (15) pound ABC rated fire extinguisher and take precautionary measures requested by the Forest Service. The Purchaser shall act as custodian of fire fighting equipment furnished by the Forest Service. Equipment shall be stored in sealed boxes provided for this purpose and shall be transported to locations in the immediate vicinity of current logging and milling operations on Sale Area. The Forest Service shall be reimbursed for any damage to or loss of fire fighting equipment furnished by the Forest Service, which occurs on Negligently-Caused Fires or as a result of using equipment for unauthorized purposes.

CT7.22 - EMERGENCY FIRE PRECAUTIONS (08/2001)

The Purchaser shall limit or restrict operations in accordance with the Fire Danger Rating schedule shown below. The Forest Service will determine Fire danger ratings by using the National Fire Danger Rating System.

The Forest Service shall notify the Purchaser of predicted fire danger that may limit or restrict operations. In all cases, the actual weather elements shall govern over the predicted weather elements in determining Fire Danger. Fire danger ratings are based on a severity index from A (low) to E (highest).

| Fire Danger Rating: | Limitations or Restrictions on Purchaser Operations: |
|---------------------|--|
| A to C: | Normal fire precautionary operations |
| C+ to D (Very High) | Forest Service may suspend any or all of Purchaser's operations. |
| E (Extreme) | In addition to above restrictions, internal combustion engines or other spark-producing equipment shall not be operated within any areas of the timber sale without specific written approval by the Forest Service. |

CT8.64 - DEBARMENT AND SUSPENSION CERTIFICATION (03/2018)

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

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

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

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

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

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

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