

CT2.2#-UTILIZATION AND REMOVAL OF INCLUDED PRODUCTS (4/03) Unless otherwise agreed in writing, or as specified in CT2.211# - Optional Removal of Non-sawtimber Products, Purchaser is required to pay for and remove the following products described in AT2 of the contract.

Sawtimber is the boles of trees meeting Sawtimber Product specifications as listed in AT2 of the contract.

Non-sawtimber is the boles of trees meeting Non-sawtimber Product specifications as listed in AT2 of the contract, but that do not meet the minimum piece specifications for Sawtimber Products. Non-sawtimber removal is required in all Cutting Units. Only the volume of non-sawtimber in the cutting units listed above is included in the estimated volume shown in AT2. If the purchaser and the Forest Service agree to remove non-sawtimber from cutting units other than those listed above this non-sawtimber must be measured and paid for at the rates shown in AT4.

CT2.211# -OPTIONAL REMOVAL OF NON-SAWTIMBER PRODUCTS (01/07) Purchaser shall fall all trees designated for cutting. Notwithstanding the requirements of BT2.2, within cutting units 1, 2 and 3, all Non-sawtimber Products meeting utilization standards in AT2 shall either be decked at the landing or removed, at the option of the Purchaser. Unless otherwise agreed, if Purchaser elects the decking option, the Non-sawtimber Products shall be limbed and decked in such a manner as to facilitate loading at a later date. Payment for this product shall be made as per CT4.225.

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

CT2.359# - INDIVIDUAL TREES (CUT TREE MARKING). (10/06) In Cutting Units 1, 2 and 3, individual trees to be cut are marked with a BLUE bole stripe and BLUE stump mark.

The boundaries of areas where individual trees are marked to be cut are designated by ORANGE tags stapled to boundary trees with an ORANGE "X" stump mark; the center tag faces the area to be cut. Trees used for boundary designation are not to be cut.

CT4.211 - DOWNPAYMENT. (6/07) 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).

CT4.225 - ADVANCED PAYMENT FOR NON-SAWTIMBER (2/01) Advance cash deposits for Non-sawtimber Products shown in AT4c shall be made at the time that payment units are Released for Cutting. All such material shown in payment units Released for Cutting shall be reported as cut, removed and charged for, including slash disposal deposits and charges for road maintenance and surface replacement, on the timber sale statement of account, during the month in which the payment unit is released. These charges will be made whether the Non-sawtimber Products are removed or not removed from the Sale Area. Payment Guarantee may be used to cover the value of Non-sawtimber Products Released for Cutting through the normal monthly billing period.

If the removal of Non-sawtimber Products is subject to optional removal under CT2.211# and the Purchaser notifies the Forest Service that the Purchaser does not intend to remove the Non-sawtimber Products, then the charges for road maintenance or surface replacement will not be billed for. If removal of any portion of Non-sawtimber Products occurs, then Purchaser will be charged the full value of the charges for road maintenance and surface replacement.

CT5.31# – 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	T301	T310	T506	T508				
258	436	332	5.2	P	P	P	P	P	P				
332.4	258	Agg	5.0	P	P	P	P	P	P				
332.5	Native	County	6.5	D	D	D	D	D	D				
436	Unit 3	258	1.6	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	T301	T310	T506	T508				
258	436	332	5.2	P	P	P	P	P	P				
332.4	258	Agg	5.0	P	P	P	P	P	P				
332.5	Native	County	6.5	D	D	D	D	D	D				
436	Unit 3	258	1.6	P	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	T301	T310	T506	T508				
258	436	332	5.2	P	P	P	P	P	P				
332.4	258	Agg	5.0	P	P	P	P	P	P				
332.5	Native	County	6.5	D	D	D	D	D	D				
436	Unit 3	258	1.6	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 B(T)6.33 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.

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

SPECIFICATION T-301 DITCH CLEANING

DESCRIPTION

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

REQUIREMENTS

3.1 Slough Material.

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

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

- 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.

- 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-506 CLEARING ROADWAY VEGETATION

DESCRIPTION

1.1 This work consists of cutting and disposing of all vegetative growth including trees from the road surface that reduces the operational capability of the road. Vegetation removal is required if the growth of the vegetation during the contract period causes unacceptable reduction of sight distance and operation capability.

REQUIREMENTS

3.1 Vegetative matter on the road surface which reduces sight distance, impedes vehicular travel, or interferes with road maintenance operations such as surface blading and ditch and culvert cleaning shall be removed. Downed timber meeting utilization standards shall be cut in appropriate lengths and decked along the roadside in locations where the traveled way or sight distance will not be impaired.

- Low shrubs and brush which do not restrict sight distance, do not impede road maintenance, and reduce erosion need not be removed if the road surface can be adequately maintained without doing so. Vegetation and nonmerchantable timber removed shall be disposed of by scattering, chipping, hauling to designated disposal areas, or as otherwise agreed upon.

SPECIFICATION T-508 SEEDING

DESCRIPTION

1.1 Seeding is the application of seed and fertilizer to areas where vegetation has been disturbed as a result of slides, slumps, disposal of materials, and other Purchaser operations in connection with road maintenance.

REQUIREMENTS

3.1 Purchaser shall provide and apply the required kinds and amounts of seed and fertilizer in accordance with the requirements in C(T)6.601#.

- Surfaces of areas to be treated shall be in a loose and roughened condition favorable to the retention and germination of seed.

CT5.312# - RECONDITIONING OF EXISTING ROADS. (10/04) Existing roads listed below and shown on the Sale Area Map will be included in the annual Operating schedule pursuant to BT6.31. Such roads shall be reconditioned by Purchaser prior to use in accordance with road logs which are attached hereto and made a part thereof. For the roads listed below, the Purchaser shall perform the following maintenance work as required:

- A. Remove log or earth barricades.
- B. Fill and level waterbars.
- C. Clear trees and brush, remove down timber and debris from ditches and roadway. Remove bank slough that interferes with ditches and roadway and deposit on fill slopes or at locations staked on the ground.
- D. General road blading and ditch maintenance pursuant to CT5.31#.
- E. Construct drain dips as per attached drawing on Roads # NA. Locations are staked on the ground.

Notwithstanding BT2.3, down timber required to be moved under item C above shall become Included Timber subject to the requirements of BT2.2 when (a) it meets Utilization Standards in AT2 and (b) is designated by agreement. Other material and brush or debris removed from the ditches or road surface shall be scattered outside cleared right of way or piled at designated sites for later disposal by the Forest Service as indicated below for each road. Once reconditioned, such roads shall be maintained pursuant to CT5.31#; however, such maintenance shall only be to the standard to which the road is reconditioned.

Road Number	Approximate Length	Termini	Disposal Option
258	5.2 miles	436 to 332	Scatter
332.4	5.0 miles	258 to Aggregate	Scatter
436	1.6 miles	Unit 3 to 258	Scatter

CT5.316# - SNOW REMOVAL. (2/02) Snow removal shall be done in a manner to preserve and protect the roads to insure safe and efficient transportation and to prevent unacceptable erosion damage to roads, streams, and adjacent lands.

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

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

B. Performance. All items of snow removal shall be done currently as necessary to insure safe, efficient transportation. Work shall be done in accordance with the following minimum standards of performance.

1. Removal of material. 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 selected surfacing material be bladed off the roadway surface.
3. Ditches and culverts shall be kept functional during and following roadway use.
4. Snow berms shall not be left on the road surface. Berms left on the shoulder of road shall be removed and/or drainage holes shall be opened and maintained. Drainage holes shall be spaced as required to obtain satisfactory surface drainage without discharge on erodible fills.
5. Dozers and skidders shall not be used to plow snow on system roads without written approval of Forest Service. Upon approval, dozers and skidders must be equipped with shoes or runners to keep the plow blade a minimum of 2 inches above the road surface unless specifically removed from the requirements in writing.
6. Snow must not be removed to the road surface. A minimum 2 inch depth must be left to protect the roadway.
7. Purchaser's damage from, or as a result of, snow removal shall be restored in a timely manner.

CT5.32# – ROAD MAINTENANCE DEPOSIT SCHEDULE. (7/01) Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Purchaser's performance of road maintenance, Purchaser shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Purchaser's commensurate use of each road listed in the Road Maintenance Plan in CT5.31#.

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

The Required Deposits for Forest Service work in lieu of Purchaser performance and for deferred maintenance is: \$6.19 per CCF.

Purchaser shall make deposits for road maintenance directly to N/A for roads subject to the terms of a Road Maintenance Agreement, which is available for inspection at the Forest Supervisor's office. Such deposits shall be at the rate of \$N/A per N/A.

CT6.10 - 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.

CT6.23 - 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 BT2.3.

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.

CT6.24# – SITE SPECIFIC SPECIAL PROTECTION MEASURES. (4/04) Special protection measures needed to protect known areas identified on Sale Area Map or on the ground include:

Cultural Resource Protection Measures:

N/A

Wildlife and Botanical Protection Measures:

Black-backed Woodpecker

If an active nest is found within or immediately adjacent to the sale area, the following measures may be taken:

Cutting or yarding of included timber, within a tree length of the nest site, will be delayed until after July 31.

Cave Resource Protection Measures:

N/A

CT6.316# - LIMITED OPERATING PERIOD. (5/05) Except when agreed otherwise in writing, Purchaser's operations shall be limited as follows:

No operations permitted on weekends and holidays, beginning at 4:00 pm on the day prior to the weekend or holiday. No operations during the winter recreation period of 12/1 to 3/31. No skyline yarding operations that block the #436 road will be permitted during the first 2 weeks of center-fire rifle season. That restriction period will run from October 8 to October 26, unless otherwise agreed. Purchaser will be permitted to block the #436 road when skyline yarding outside of this period, however, the roadway will need to be reopened at the end of daily activities, unless otherwise agreed.

**Attachment BT6.33
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.

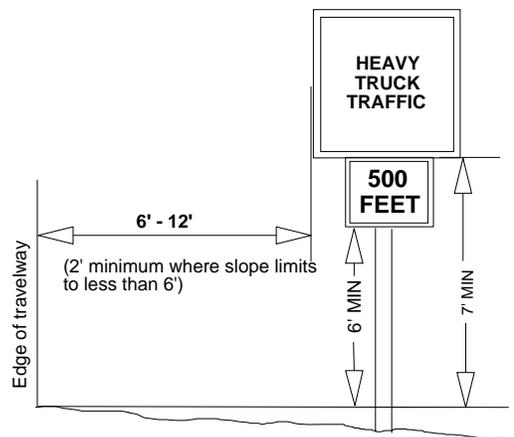


Figure 1: Sign Placement

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	300
65	650	625	575	500	375

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.

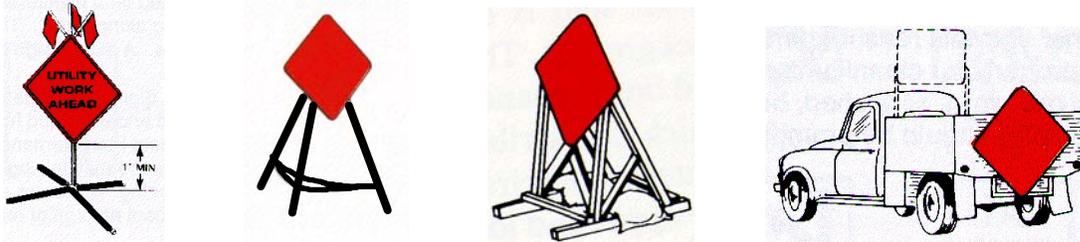


Figure 3: Examples of Temporary/Portable Supports

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)

CT6.339 – 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 CT6.10.

CT6.351# – WASHING EQUIPMENT. (7/07) In order to prevent the spread of noxious weeds into the Sale Area, Purchaser shall be required to clean all "Off-Road Equipment" 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. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

Purchaser shall employ whatever cleaning methods are necessary to ensure that Off-Road 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 off-road logging and construction equipment that operates in N/A prior to the equipment leaving N/A. Purchaser and Forest Service shall agree on methods of cleaning, locations for the cleaning, and control of off-site impacts, if any.

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

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

CT6.4# - CONDUCT OF LOGGING. (3/83) Unless otherwise agreed in writing, silvicultural prescriptions and land management objectives shall be conducted and accomplished by the following requirements, methods and procedures:

Cutting Unit	Conduct of Logging
1,2, and 3	Trees shall be felled, insofar as safety permits, to angle in the direction of skidding.
1 and 3	Purchaser and Forest Service will agree on felling lead at the time of approval of tractor roads/skyline corridors.
1 and 3	Trees designated for cutting and/or logs will be left as rub trees along tractor skid roads/skyline corridors as needed to protect young growth and leave trees.
1 and 3	Except for lateral yarding, logs shall be yarded with the leading end free of the ground.
1 and 3	The skyline logging system shall provide for lateral yarding distance up to 75 feet. The carriage must maintain a fixed position on the skyline while lateral yarding. During the lateral yarding phase, logs shall be yarded along a path which minimizes damage to residual trees.
1 and 3	Skyline corridors shall be located on the ground and approved in advance of felling.
1 and 3	Where topography will permit, skyline corridors shall be spaced not less than 75 feet apart nor more than 150 feet apart at the point of widest divergence within the cutting unit.
1 and 3	The location of all skyline corridors shall be approved by Forest Service in advance of felling trees in corridors or the adjacent timber.
1 and 3	Skyline corridors shall have only those trees cut that are necessary to allow the safe free passage of the carriage and turn of logs. Width of skyline corridors shall be kept to a practicable minimum consistent with the related silvicultural prescription.

CT6.41# - 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	Public Safety	Flagpersons required when felling trees with potential to reach the #436 roadway.

CT6.6 - EROSION PREVENTION AND CONTROL. (9/06)

Unless otherwise agreed in writing, Purchaser shall complete erosion prevention and control work required in section BT6.6, 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 AT13, erosion control work will be kept current and will be completed as soon as practicable.

CT6.601# - EROSION CONTROL SEEDING. (3/07) Following completion of skidding and yarding operations in an area, Purchaser shall seed and fertilize all exposed areas of raw soil on skid trails, landings, firebreaks, slides, slumps, Temporary Roads and traveled ways of National Forest system roads scheduled for stabilization by Purchaser after operations. Special Provision CT5.419# - SYSTEM ROAD STABILIZATION contains a list of the roads requiring seeding and fertilizing.

Soil on areas to be seeded shall be left in a roughened condition favorable to the retention and germination of the seed or as specified in Special Provision CT6.633# - TEMPORARY ROAD, SKID TRAIL/SKID ROAD AND LANDING SCARIFICATION.

Seed and fertilizer shall be spread evenly at the rate of 35 pounds of seed and 300 pounds of fertilizer per acre. When fertilizer and seed are applied in separate operations, the second operation shall be carried out within 72 hours of the first.

Application shall be during the period March 1 to June 15 and September 1 to November 15 under the above specified conditions unless otherwise approved.

The kinds and amounts of seed to be sown in terms of pure live seed (PLS) shall be:

Species of Seed	PLS Pounds per Acre
Slender wheatgrass "Revenue" or "Pryor"	15
Annual ryegrass	20

Purchaser shall provide to the Forest Service:

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

The following kinds and amounts of standard commercial fertilizer shall be used with guaranteed analysis of contents clearly marked on containers:

Type of Fertilizer	Pounds Per Acre
N/P2O5/K/S – 18-18-14-6	300

CT6.7 - HAZARD REDUCTION AND SITE PREPARATION. (3/89) 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
(Callis Burn Salvage)**

Unless otherwise agreed in writing, Purchaser shall keep slash disposal work current on cutting areas where logging operations have been completed and slash disposal work shall be accomplished by the following requirements, methods, and procedures.

Lopping: Units 1 and 3

Prior to skidding operations, Purchaser shall cut all exposed limbs from Included Timber. Such limbing shall be done to a top diameter of approximately 3 inches diameter inside bark, at which point the top will be cut from the remainder of the stem. Limbs shall be severed from the remaining top and all limbs cut from the top and boles will not extend over 2 feet in height above the ground.

Limb and Top Removal: Unit 2

Purchaser shall leave tops and limbs of felled trees attached to Included Timber and yard them to landings.

Fell Damaged Residual: Unit 2

Purchaser shall fell all species over 6 feet in height not meeting minimum diameter specifications for Included Timber that are damaged beyond recovery by the Purchaser's Operations. Such trees shall be limbed to a stem diameter of 3 inches, at which point the top shall be cut from the remainder of the stem. Limbs shall be severed from the remaining top and all limbs cut from the top and boles will not extend over 2 feet in height above the ground.

Landing Slash Disposal: All units

In all cutting units, purchaser shall pile all logging slash on or within 50 feet of such landing. Any landing or decking area where products are gathered is considered a landing. Piles shall be of a size and location which will not impair road use or result in damage to residual timber when burned. Piles shall be reasonably compact and free of soil to facilitate later burning by the Forest Service.

Purchaser shall create a 20 foot clearing around all landing piles. All trees and brush over 6 feet and down woody material 3 foot or more in length and 1 inch or larger on the small end shall be removed from the clearing and added to the pile unless utilizable.

All piles shall be covered with a durable waterproof covering. Coverings shall be at least 25 square feet and there shall be at least one cover for each pile. Coverings shall be secured in a manner that will shed rain and so the wind will not blow them off.

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CT6.71 - 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.

CT6.711 - BURNING BY PURCHASER. (10/79) Purchaser shall obtain a written permit from Forest Service before burning any camp refuse, brush, slash or construction debris at any time throughout the year. The terms of the permit will set forth:

- A. Area or location where burning is permitted.
 - B. Material to be burned.
 - C. Safeguards, including help and equipment to control the fire.
 - D. Special precautions to be taken before burning.
- Control action needed until the fire is out.

CT6.8 - MEASUREMENT METHOD. (10/01) BT2.4 list categories of timber not included in AT2. Such timber may be subsequently included; if so, quantities shall be measured by tree measurement, sample tree measurement, or area estimate. The volume tables to be used are approved R1 Volume Tables for the species involved. Copies of said volume tables are on file in the office of the Forest Supervisor and District Ranger.

CT6.84 - ACCOUNTABILITY. (10/04)

A. Forest Service will issue to Purchaser or designated representative(s) serially numbered woods receipt books for use only on this sale.

The woods receipt books, whether used or unused, shall be accountable property of Forest Service and shall be returned to issuing Contracting Officer in accordance with instructions contained on cover of each book.

B. Purchaser shall require all receipts be filled out in ink and otherwise completed by an individual named in writing. Such permit will then be attached to the load in accordance with instructions on inside cover of woods receipt book. Products will not be hauled from the immediate vicinity where loading is done before the Load Permit is attached to the load.

C. Before products are hauled, the truck driver shall sign the woods permit in ink using legal signature.

D. Purchaser shall assure that all woods receipts (stub portion) and unused tickets are returned to the issuing Contracting Officer or as otherwise agreed.

E. Purchaser shall require truck drivers to stop, if requested by Forest Service, for accountability check when products are in transit from Sale Area to delivery point. 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.

CT6.929- REQUIREMENT FOR FOREST PRACTICES ACT NOTIFICATION. (10/01) To meet the requirements of the State of Idaho Forest Practices Act, as it relates to the Clean Water Act, the Purchaser shall, at time of execution of this contract, complete the notification forms prescribed by the Idaho Department of Lands and submit them to the Contracting Officer for acceptance. The original will be retained by the Forest Service with a copy provided to the Purchaser. The Contracting Officer will mail the remaining copies to:

Idaho Department of State Lands
3780 Industrial Avenue South,
Coeur d'Alene, ID 83815-8918

CT7.2 - NORMAL PRECAUTIONS. (2/02) Specific fire precautionary measures are set forth below. Upon request of Forest Service, Purchaser shall permit and assist in periodic testing and inspection of required fire equipment. Purchaser shall promptly remedy deficiencies found through such inspecting and testing.

The following requirements shall apply during the period stated in AT14 and during other such periods as specified by Forest Service.

A. Fire Extinguishers and Tools Required with Equipment. Each unit of powered equipment used in connection with this sale shall be equipped with serviceable tools and fire extinguishers acceptable to Forest Service as follows:

1. STATIONARY EQUIPMENT. Examples include yarders, log loaders, Hahn Harvester, stroke delimiters, roadside/landing based processors, whole tree chippers, rock crusher, asphalt plant, or other equipment working at fixed locations such as a landing or rock crushing site.

One - Fire extinguisher, dry chemical type of not less than 2.5-pound capacity with 4 B.C. or higher rating.

One - 5-gallon standard galvanized metal, fiber glass or rubberized backpack water container, with hand pump attached, to be filled at all times.

Weatherproofed tool box marked "FIRE ONLY," equipped with a hasp, kept sealed, and containing:

One - Axe, double bit, 3.5#

Two - Shovels (round point #0 lady or equal)

Two - Pulaskis

The tool box shall be mounted on equipment, if feasible, unless another location is agreed to in writing. The tool box shall be within 100 feet of the designated machine at all times when operating. Only one (1) tool box is required at each active fixed location site.

2. MOBILE EQUIPMENT. Examples include crawler tractors, rubber-tire skidders, soft-track skidders, forwarders, feller-bunchers, feller-processors, excavators, front-end loaders, back-hoes, scrapers, and motor graders.

One - Fire extinguisher, dry chemical type of not less than 2.5-pound capacity with a 4 B.C. or higher rating.

One - Shovel (round point #0 lady or equal). For equipping mobile equipment, an acceptable substitute is a "D-handle" round point shovel with a minimum 27-inch handle and a minimum 8- by 11-inch blade.

One - Axe, double bit, 3.5#, or one pulaski.

3. SUPPORT EQUIPMENT. Examples include trucks, low-boys, busses, pickups, panels, automobiles, service trucks, or similar equipment used in transporting logs, people, equipment, and/or materials.

One - Fire extinguisher, dry chemical type of not less than 2.5-pound capacity with 4 B.C. or higher rating

One - Shovel (round point #0 lady or equal)

One - Axe, 2# or over, 26-inch minimum length, or one pulaski

One - Bucket or similar water container (at least 1-gallon capacity)

4. POWER SAWS

One - Shovel (round point #0 lady or equal). Shovel shall be with gas containers and/or no more than 100 feet distance from where sawyer is working.

One - Fire extinguisher, containing not less than eight (8) ounces of extinguisher fluid or a dry chemical powder type of not less than one (1) pound capacity. The extinguisher shall be carried by the operator at all times.

Any fueling or refueling of a power saw shall only be done in an area which is free of or which has first been cleared of all material capable of carrying fire; such power saw shall be moved at least 10 feet from place of fueling before starting.

B. Fire Tools on Sale Area. Purchaser shall furnish and maintain in serviceable condition, in quantities and at locations to be designated by Forest Service, tool boxes, fire tools and other fire equipment to be used only for suppressing forest fires. Each tool box shall be weatherproofed and marked "TOOLS FOR FIRE ONLY" and kept sealed. These requirements are in addition to fire tool requirements for mobile, stationary, support or power saw equipment.

1. Special tool caches shall not be required when less than 20 people are employed on Sale Area, excluding logging truck drivers.

2. Operations employing 20 to 30 people on Sale Area, excluding truck drivers, shall furnish a tool cache as follows:

One - Axe, double bit, 3.5#

Five - Shovels (round point #0 lady or equal)

Five - Pulaskis

For each multiple of 10 people over 30, the above tool cache requirement shall be doubled.

C. Spark Arresters. Each internal combustion engine shall be provided with a spark arrester or spark arresting device approved by Forest Service. Exceptions where Forest Service may approve mufflers or other equipment in lieu of spark arresters qualified and rated under Forest Service standard 5100-1a are: (a) small multi-position engines, such as chain saws, shall meet Society of Automotive Engineers J335b standards, (b) passenger-carrying vehicles and light trucks may have baffle-type muffler with tail pipe, (c) heavy-duty trucks may have a vertical stack exhaust system with muffler, provided the exhaust stack extends above the cab of the vehicle, (d) an exhaust driven turbocharger is considered to be a satisfactory spark arrester. Internal combustion engine exhaust systems, arresters and other devices shall be properly installed and maintained.

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

E. **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.

F. **Precautions for 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.

G. **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.

H. **Storage of Petroleum and Other Highly Flammable 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.

I. **Debris Burning and Warming Fires.** Burning permits shall be required throughout the year for all debris burning fires. Lunch and warming fires may be allowed in fireproofed areas during periods of low fire danger as specified in the fire plan. Such fires shall not be left unattended.

J. **Cable Logging.** All tail blocks and corner blocks shall be of an accepted haulback design which prevents line fouling and used with line guards. Such blocks shall be located to prevent cables from rubbing against trees, snags, down logs or rock when operating.

Areas adjacent to blocks shall be cleared of flammable material within a 5-foot radius. One (1) shovel and one (1) pulaski shall be maintained within 10 feet of each block.

K. **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 suppression plan.

L. **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 hand pump attached shall be immediately available for use in the event of a fire start.

CT8.66# – USE OF TIMBER. (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 Subsection, 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 Subsection, Forest Service will not be liable for any Claim submitted by Purchaser relating to the termination.