

C2.2# - UTILIZATION AND REMOVAL OF INCLUDED PRODUCTS (4/03) 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 A2 of the contract:

Sawtimber is the boles of trees meeting Sawtimber Product specifications as listed in A2 of the contract.

Non-sawtimber is the boles of trees meeting Non-sawtimber Product specifications as listed in A2 of the contract, but that do not meet the minimum piece specifications for Sawtimber Products. Non-sawtimber removal is only 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 A2. 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 A4.

C2.211# - OPTIONAL REMOVAL OF NON-SAWTIMBER PRODUCTS (01/07) Purchaser shall fall all trees designated for cutting. Notwithstanding the requirements of B2.2, within all cutting units, all Non-sawtimber Products meeting utilization standards in A2 shall either be decked at the landing or removed, at the option of the Purchaser. Unless otherwise agreed, if Purchaser elects the decking option, the Non-sawtimber Products shall be limbed and decked in such a manner as to facilitate loading at a later date. Payment for this product shall be made as per C4.225. If Purchaser elects to remove this product, then payment shall be made after the product is presented for scaling.

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

C2.303# - DEAD TREES. (10/04) Notwithstanding the designations for cutting in other provisions of this contract, dead ponderosa pine, Douglas-fir, larch, and grand fir standing trees over 20' in height and 20" diameter at breast height and dead N/A standing trees meeting Utilization Standards stated in A2 will be left standing in all Cutting Unit(s).

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

C2.358# - INDIVIDUAL TREES (LEAVE TREE MARKING). (10/04) In Units 1-3, 5, 7, 13, 15, 17, 18, 20-23, 30-35, 37-39, 41, and 42, all trees (live and dead) meeting minimum tree diameter specifications of A2 are designated for cutting except trees reserved from cutting. Trees reserved from cutting have been marked with **Orange** paint with a bole mark at dbh and an **Orange** stump mark. The boundaries of areas where leave trees are marked are identified by three vertical stripes of **Orange** paint with the center stripe facing into the cutting unit and **Orange** stump marks. Trees used for boundary designation are not to be cut. All hardwood trees are not to be cut.

C2.359# - INDIVIDUAL TREES (CUT TREE MARKING). (10/04) In Cutting Units 4, 6, 8-12, 14, 16, 26, 29, 36, and 40, individual trees to be cut have been marked with a **Blue** bole mark at dbh and a **Blue** stump mark.

The boundaries of areas where individual trees are marked to be cut are designated by trees painted with three vertical stripes of **Orange** paint with the center stripe facing into the cutting unit and **Orange** stump marks. Trees used for boundary designation are not to be cut.

C4.211 – DOWNPAYMENT. (6/07) The downpayment amount shown in A18 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to B9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale has been charged and paid for, or (b) the estimated value of the unscaled timber is equal to or less than the amount of the downpayment, or (c) if 36 CFR 223.49(e) is applicable, the estimated value of the unscaled timber is equal to or less than the amount of the downpayment.

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

C4.225 - ADVANCED PAYMENT FOR NON-SAWTIMBER (2/01) Unless agreed otherwise, within 30 days after the beginning of harvest operations on the Sale Area, Purchaser must notify the Forest Service of the decision to either remove or deck Non-sawtimber Products shown in A2, if provision C2.211# - Optional Removal of Non-sawtimber Products is included in the contract.

If Purchaser selects the option to deck these products in lieu of removal, then advance cash deposit for stumpage, plus the required slash disposal deposits, for the volume of Non-sawtimber Products shown in A2 shall be billed for as a lump sum at the time that Purchaser notifies the Forest Service of the decision to deck Non-sawtimber Products. All such material shown in A2 shall be reported as cut, and charged for, on the timber sale statement of account during the month in which the billing is paid.

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

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

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

SPECIFICATIONS FOR  
C5.102# - CONSTRUCTION OF TEMPORARY ROADS

Road Construction Specifications:

1. Road shall be constructed to a minimum width, not to exceed 14 feet, to provide safe access to yarding equipment and haul vehicles, unless otherwise agreed.
2. To insure proper drainage and stable road surface the roadbed shall be outsloped at a minimum of 3 percent.
3. Right-of-Way clearing shall be to the minimum width necessary to construct the road and drainage structures.
4. Clearing slash shall be piled outside the roadway for later use under C6.632# - TEMPORARY ROAD AND TRACTOR ROAD OBLITERATION.

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**C5.113# - USE AGREEMENT BETWEEN FOREST SERVICE AND OWNER. (7/85)**

Purchaser is authorized to use existing roads FH9UC and FH9UCA, subject to the terms and conditions of a Temporary Road Use Permit between Forest Service and Evelyn Whisner. A copy of said Temporary Road Use Permit is attached and is also available for review in the office of the District Ranger, Coeur d'Alene River Ranger District and the Forest Supervisor, Coeur d'Alene, Idaho.

Purchaser is authorized to use existing roads FH9UC and 942, subject to the terms and conditions of a Temporary Road Use Permit between Forest Service and David and Sherry Baslington. A copy of said Temporary Road Use Permit is attached and is also available for review in the office of the District Ranger, Coeur d'Alene River Ranger District and the Forest Supervisor, Coeur d'Alene, Idaho.

**C5.13# – ROAD COMPLETION DATE. (4/04)** Construction of Specified Roads shall be completed no later than October 31, 2008; except for earlier construction completion dates for roads listed below:

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

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

When Purchaser elects Forest Service construction of Specified Roads shown in sale advertisement, Forest Service may adjust construction completion date when road construction is delayed or interrupted for causes that qualify for an adjustment of the completion date of Forest Service's road construction contract. When qualifying delays or interruptions of road construction occur, Forest Service shall evaluate such occurrences and document any findings. The current status of any adjustment shall be available to Purchaser on request. Promptly after the end of Normal Operating Season in which qualifying days occur, Forest Service shall give Purchaser written notice of (a) number of qualifying days claimed, and (b) new construction completion dates. After all road construction is complete, Forest Service shall grant Contract Term Adjustment. Such adjustment shall be limited to road completion date delays that occurred during Normal Operating Season.

If Forest Service is responsible for road construction and the actual date of road completion is 1 year or more after the completion date stated above, Purchaser may request a rate

redetermination under B3.3 for remaining volume. Such request must be made within 30 days of notification that road construction has been completed. Upon receipt of such request, Forest Service shall redetermine rates using standard methods in effect on the completion date of road construction. Rates to be established shall apply to all timber removed from Sale Area after the effective date of the rate redetermination.

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

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

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

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

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

(b) Forest Service constructs road and furnishes Purchaser with written notice authorizing use of road.

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

## TEMPORARY ROAD USE PERMIT

**David and Sherry Baslington** of 6425 South Pine, Tacoma, Washington, 98409, herein after called **Grantor**, grants to the **United States of America**, acting through the Forest Service, Department of Agriculture, hereinafter called **Grantee**, a temporary permit to occupy and use the following described lands in the County of Shoshone, State of Idaho:

**Use of existing roads, FH9UC and 942, located on Baslington lands within the SE¼, SE¼, Section 23; NW¼, NW¼, Section 24 and NE¼, NE¼, Section 26, T. 50 N., R. 3 E., Boise Meridian, as more particularly shown on Exhibit "A" attached hereto and made a part hereof.**

This permit authorizes Grantee use of existing roads across private lands owned by Grantor. The right-of-way for such authorized use is the existing road running surface and clearing widths of 3 feet on the fillslope and 5 feet on the cutslope for an estimated 1.08 miles in length. Total area of roads use contains approximately 3.14 acres. The approximate centerline is shown on **EXHIBIT A** attached hereto. The centerline of said roads as constructed is hereby accepted by Grantor and Grantee as the true centerline of the premises granted.

The purpose of this permit is to authorize access to National Forest System (NFS) lands by the Grantee, its personnel, contractors, representatives, or other authorized agents, for the purpose of harvesting and hauling timber and conducting related land management activities on National Forest System land.

**This permit is granted subject to the following terms and conditions:**

1. This permit is subject to all valid rights existing on this date.
2. This permit does not convey any right, title, or interest in real property, and does not provide public access to national forest land.
3. Grantee claims no interest in the premises by virtue of this permit, or through occupancy or use hereunder.
4. Grantor agrees that valid rights held by Grantee in the premises, if any, shall not be extinguished, relinquished, terminated nor diminished by virtue of this permit.
5. Grantee shall fully repair all damage to roads, other than ordinary wear and tear, and provide routine maintenance commensurate with use by Grantee in exercising the privileges granted by this permit. Grantee shall perform other road improvements as defined in **Exhibit B**, attached.
6. Grantee shall prevent unnecessary damage to Grantor's adjacent land, timber, soil, water and other resources, and improvements. Grantee shall ensure its operations on Grantor's land comply with applicable federal and state laws, regulations, and standards regarding resource protection, fire prevention and control, slash disposal, and noxious weed prevention and control.

7. No right-of-way timber is authorized to be cut, other than submerchantable timber specified in Exhibit B for brushing. Any blowdown timber across the roadway may be cut into log length and cleared from the roadway provided the Grantor is notified.
8. Timber sale purchaser shall, prior to use of the road under this permit, pay the Grantor the sum of one thousand five hundred (\$1500.00). Purchaser is only permitted to use the road in association with Grantee's timber sale contract activities, under the terms and conditions of the timber sale contract.
9. The United States agrees to indemnify and hold Grantor harmless in accordance with the provisions of the federal Tort Claim Procedure (Pub. L. 80-773; Title 28 U.S.C. 2672-2677; June 25, 1948)
10. This permit shall terminate on December 31, 2012, unless earlier terminated by Grantor because of Grantee's breach of any terms or conditions herein, or upon written request by Grantee. Provided however, Grantor shall provide Grantee with written notice a minimum of sixty (60) days prior to termination for breach, and shall provide Grantee with reasonable opportunity to take action to satisfactorily correct the breach.

**Grantee's exercise of any privileges authorized by this permit shall constitute acceptance of all terms and conditions herein.**

**GRANTOR  
DAVID and SHERRY BASLINGTON**

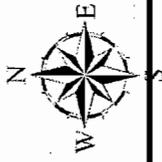
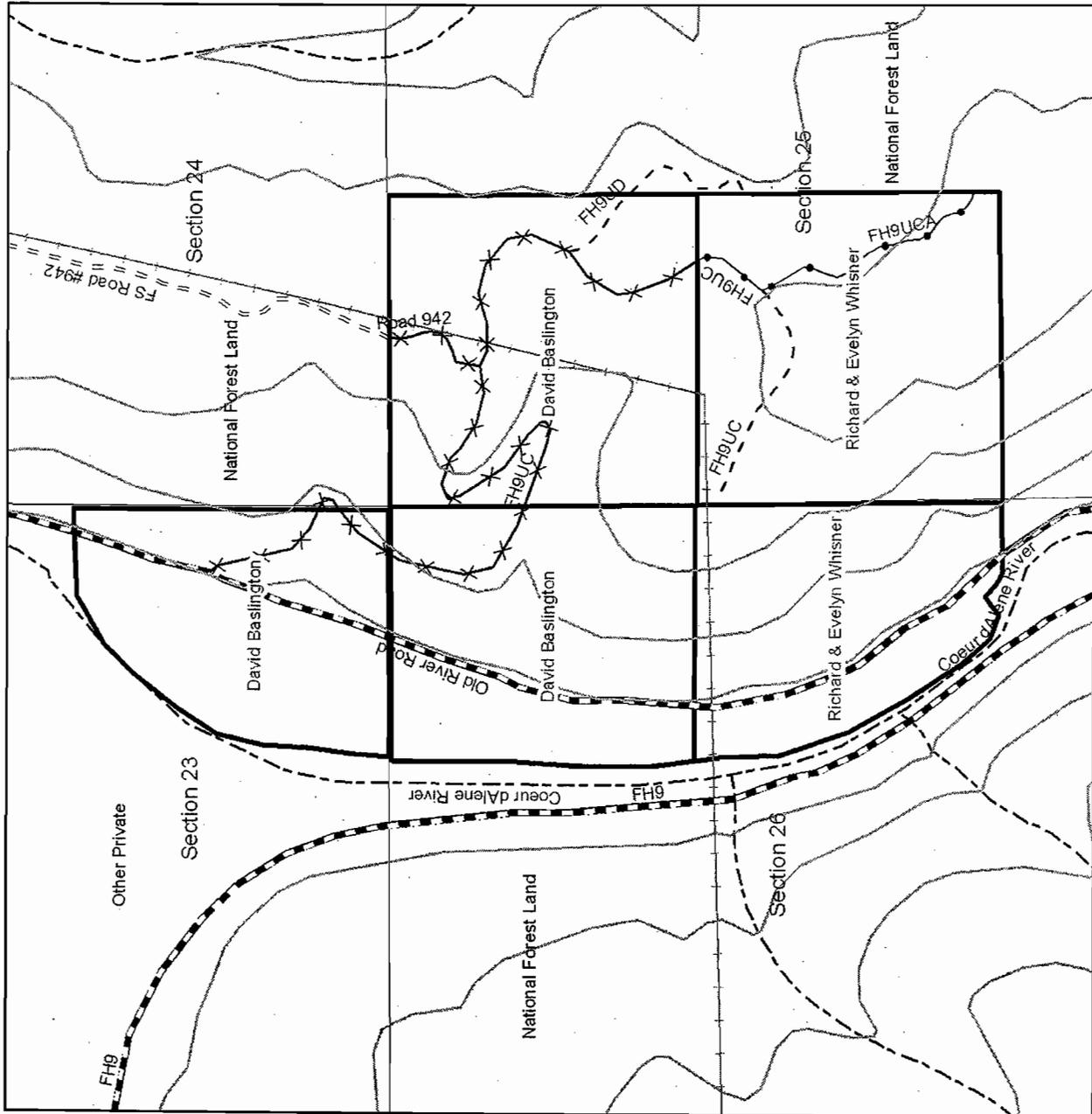
By: <u>David L. Baslington</u> DAVID BASLINGTON Grantor	<u>8-3-07</u> Date
By: <u>Sherry A. Baslington</u> SHERRY BASLINGTON Grantor	<u>8-3-07</u> Date

**This permit is hereby accepted subject to all terms and conditions herein.**

**GRANTEE  
UNITED STATES OF AMERICA**

By: <u>Ranotta K. McNair</u> RANOTTA K. MCNAIR Forest Supervisor Idaho Panhandle National Forests	<u>8-14-07</u> Date
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# Exhibit A



**Legend**

**Temporary Road Use Permit Owner**

- County Road
- X — David Baslington
- - - - Other Roads
- • — Richard & Evelyn Whisner
- = = = Forest Service Road # 942
- | — Avista Powerline
- Property Lines
- - - - Streams
- ····· 200' Contours

Property Lines Are Approximate

T 50 N

R 3 E



## **EXHIBIT B**

### **RECONDITIONING AND MAINTENANCE OF EXISTING ROADWAY SPECIFICATION**

#### **SECTION 1 - GENERAL SPECIFICATIONS**

Road terminology used within these specifications are defined in Section 5 - Drawings  
Page 1 of 3.

##### **SPECIFICATION 1 – SAFETY**

###### **Description of Work**

- 1.1 When Purchaser's operations are in progress, Purchaser shall furnish, install and maintain all temporary traffic controls, which provide other users adequate warning of hazardous, or potentially hazardous conditions associated with Purchaser's operations. The Purchaser and Grantee, prior to commencing operations shall agree to a specific traffic control plan. Devices shall be appropriate to current conditions and shall be covered or removed when not needed. Flaggers and devices shall be as specified in the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).
- 1.2 During periods of use, the Purchaser shall provide "Trucks Entering" warning signs at the junction of county road(s) and road(s) under this TEMPORARY ROAD USE PERMIT.

##### **SPECIFICATION 2 – PROTECTION OF PROPERTY**

###### **Description of Work**

- 1.1 In use or reconditioning of the road(s) under this TEMPORARY ROAD USE PERMIT, Purchaser shall not unnecessarily remove, deface, injure, or destroy trees, shrubs, or other natural features unless specifically authorized. The Purchaser shall confine operations to within the clearing limits SHOWN ON THE DRAWINGS or other areas designated in the TEMPORARY ROAD USE PERMIT.

##### **SPECIFICATION 3 – SNOW REMOVAL**

###### **Description of Work**

- 1.1 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.

## **EXHIBIT B**

### Specification 3 – Snow Removal (Continued)

- 1.2 Snow removal work by Purchaser shall include:
- A. Removal of snow from entire road surface width including turnouts.
  - B. Removal of snow berms from or across all road junctions.
  - C. Removal of snow slides, minor earth slides, fallen timber and boulders that obstruct normal road surface width including turnouts.
  - D. Maintain drainage so that the drainage system will function efficiently.

### **Requirements**

- 2.1 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.
- A. 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.
  - B. During snow removal operations, banks shall not be undercut nor shall gravel or other selected surfacing material be bladed off the roadway surface.
  - C. Snow shall be removed at road junctions so as to not leave a berm across these adjacent roads or render them impassable.
  - D. Ditches, culverts, and rolling dips shall be kept functional during and following roadway use.
  - E. 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 at all rolling dip locations and at other locations required to obtain satisfactory surface drainage without discharge on erodible fills.
  - F. Dozers and skidders shall not be used to plow snow on roads covered by this TEMPORARY ROAD USE PERMIT without written approval of the Grantee prior to snow removal operations. Upon approval, dozers and skidders must be equipped with shoes or runners to keep the plow a minimum of 2 inches above the road surface unless specifically removed from the requirements in writing.

## **EXHIBIT B**

### Specification 3 – Snow Removal (Continued)

- G. Snow must not be removed to the road surface. A minimum 2 inch depth must be left to protect the roadway.
- H. Purchaser's damage from, or as a result of snow removal shall be restored in a timely manner. This includes but is not limited to damage to the Road Bed, Road Side Vegetation, fences, gates, mail boxes, or other Road Side features.

### **SPECIFICATION 4 – NOXIOUS WEED CONTROL**

#### **Description of Work**

- 1.1 In order to prevent the potential spread of noxious weeds onto the road(s) covered by this TEMPORAY ROAD USE PERMIT, Purchaser shall be required to use weed-free equipment.

#### **Requirements**

- 2.1 The following is considered proof of weed-free equipment:

The Purchaser will be required to clean all logging and construction equipment prior to entry on to road(s) covered by this TEMPORARY ROAD USE PERMIT. This cleaning shall remove all dirt, plant parts and material that could carry noxious weed onto the road(s). Only logging and construction equipment so cleaned and inspected by the Grantee will be allowed onto the road(s). All subsequent move-ins of logging and construction equipment shall be treated in the same manner as initial move-in. "Logging and construction equipment" does not include logging trucks and personal vehicles.

Prior to the initial move-in, and all subsequent move-in, the Purchaser shall make all logging and construction equipment available for inspection by the Grantee at an agreed upon location. The Purchaser shall give the Grantee at least 24 hours advance notification when equipment is ready for inspection.

### **SPECIFICATION 5 – PLAN OF OPERATION**

#### **Description of Work**

- 1.1 Prior to use or reconditioning of the road(s) under this TEMPORARY ROAD USE PERMIT, purchaser shall furnish the Grantee a written general plan of operation. The plan shall set forth planned periods of use and the planned activity.

## **EXHIBIT B**

### Specification 5 – Plan of Operation (Continued)

- 1.2 The Grantee written approval of the plan of operation is prerequisite to commencement of Purchaser's operation. Purchaser may revise this plan of operation when necessitated by weather, markets or other unpredictable circumstances, subject to the written approval of the Grantee.

## **SECTION 2 – ROAD RECONDITIONING SPECIFICATIONS**

### **SPECIFICATION 6 – CUTTING ROADSIDE VEGETATION**

#### **Description of Work**

- 1.1 This work consists of cutting and disposing of all vegetative growth, excluding trees 5.0 inches DBH (diameter breast height) or greater, from within the Clearing Width. Vegetation removal is required if the growth of the vegetation during the contract period causes unacceptable reduction of sight distance and operation capability.

#### **Requirements**

- 2.1 Vegetative matter, excluding trees 5.0 inches DBH or greater, within the Clearing Width, which reduces sight distance, impedes vehicular travels, 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.
- 2.2 Low shrubs and brush, less than one foot high, which do not restrict sight distance, do not impede road maintenance, and reduce erosion may not be removed. Vegetation removed shall be disposed of by scattering, chipping, or hauled to agreed upon disposal areas.

### **SPECIFICATION 7 – SURFACE BLADING**

#### **Description of Work**

- 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.

## **EXHIBIT B**

### Specification 7 – Surface Blading (Continued)

#### **Requirements**

- 1.1 Surface blading shall be performed as often as necessary and to the standards required to facilitate traffic and proper drainage.
- 1.2 The blading shall be performed in such a manner as to preserve the existing cross section and to conserve surface materials. On gravel or pit run surfaced roads, the base must not be disturbed and no surface material may be bladed into the ditch or over the road shoulder. 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 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.
- 2.3 Roadside cutslopes or berms shall not be undercut.
- 2.4 At intersection, the roadbeds of side roads shall be graded for a reasonable distance to assure proper blending of the two riding surfaces.
- 2.5 Drainage dips and leadoff ditches shall be cleaned and continually maintained to conform reasonably to their original constructed lines, grade, and cross section.
- 2.6 Surface blading of native surface roads also includes ditch cleaning, which shall be done in accordance with Specification 8, Ditch Cleaning.
- 2.7 All Blading operations shall be properly signed in accordance with Specification 1, Safety.

### **SPECIFICATION 8 – DITCH CLEANING**

#### **Description of Work**

- 1.1 Ditch cleaning is removing and disposing of all slough material from roadside ditches to provide an unobstructed waterway conforming reasonably to the line, grade, and cross section as SHOWN ON THE DRAWINGS.

## **EXHIBIT B**

### Specification – 8 Ditch Cleaning ( Continued)

#### **Requirements**

##### 2.1 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. Material shall be disposed of by spreading uniformly along the fill side shoulder.

### **SPECIFICATION 9 – DRAINAGE EXCAVATION**

#### **Description of Work**

- 1.1 Drainage excavation shall include construction of side ditches, inlet and outlet ditches, ditches constructed along the road, construction of rolling dips and other minor drainage structures as SHOWN ON THE DRAWINGS and/or the Work List.

#### **Requirements**

- 2.1 Drainage Excavation shall be at locations SHOWN ON THE DRAWINGS and/or included in the Work List.

### **SPECIFICATION 10 – DUST ABATEMENT**

#### **Description of Work**

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

#### **Materials**

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

#### **Requirements**

- 3.1 Dust abatement materials shall be applied to the road surface as necessary to control surface loss and provide that vehicles are always intervisible within their stopping sight distance. The average user speed on the road shall be used to determine stopping sight distance. Preparation shall be in accordance with SPECIFICATION 7 – SURFACE BLADING.

## **EXHIBIT B**

### Specification 10 – Dust Abatement (Continued)

- 3.2 The rate of application shall be such that the selected material will not run off the surface and cause pollution or unnecessary waste.
- 3.3 Where water is the selected material, it shall be applied as often as necessary to abate dust from all Purchaser operations.
- 3.4 Dust abatement shall be maintained as needed throughout the duration of operations.
- 3.1 as necessary to abate dust from all Purchaser operations.
- 3.2 Dust abatement shall be maintained as needed throughout the duration of operations.

### **SPECIFICATION 11 – Minor Drainage Structures**

#### **Description of Work**

- 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 water way opening equivalent to a 60-inch round pipe (66- by 51-inch arch). They include overside drains. Maintenance is work preformed on inlets, outlets, related channels and outlet ditches, existing riprap, trash racks, 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 as agreed by the Grantor.
- 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.

## EXHIBIT B

### Specification 11 – Minor Drainage Structures (Continued)

- 3.4 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 12 – SEEDING

#### Description of Work

- 1.1 This work shall consist of seeding all disturbed earth outside the roadbed. Soil on areas to be seeded shall be left in a roughened condition favorable to the retention and germination of the seed. Application shall be during the period March 1 to June 15 and September 1 to November 15 and under the above specified conditions, unless otherwise approved by the Grantee.
- 1.2 Seed shall be spread evenly at the rate of 24.5 pounds of seed per acre.

#### Materials

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

Dry Warm to Moist Warm Site Mix:

KIND OF SEED	QUANTITY/ACRE (# of PLS)
Slender wheatgrass <i>Elymus trachycaulus</i> "Revenue".....	6
Mountain brome <i>Bromus marginatus</i> "Bromar".....	4
Sheep fescue <i>Festuca ovina</i> "Covar".....	4
Big bluegrass <i>Poa ampla</i> "Sherman".....	4
Annual ryegrass <i>Lolium mutiflorm</i> *.....	6
Silky lupine <i>Lupinus sericeus</i> .....	<u>0.5</u>
TOTAL# PLS/Acre	24.5

\* No named variety needed as long as documentation showing results for All States Noxious Weed test is provided.

Substitute species for the following mix may be approved by the Grantee Botanist.

Fertilizer shall be applied with the seed at the rate of 300 lbs./acre and have a chemical analysis of 18N-18P-14K-6S, unless otherwise approved by the Grantee.

## **EXHIBIT B**

### Specification 12 – Seeding (Continued)

- 2.2 Certified, blue tagged seed shall be used where a named variety or cultivar is specified. Blue tags which are removed to mix the seed shall be provided to the Grantee.

All seed purchased will be certified to be free of noxious weed seeds from weeds listed on the current “All States Noxious Weeds List.”

Test results from a certified seed analyst and seed analysis labels attached to the bags will be provided to the Grantee. Lab testing for noxious weeds will be conducted prior to seed mixing. Only after a finding and documentation in writing of no weeds on the current “All States Noxious Weeds List” will the seed be excepted and used.

### **SECTION 3 - ROAD MAINTENANCE SPECIFICATIONS**

Road maintenance is the performance of work activities needed for the preservation of the road facility including surface, shoulders, miscellaneous structures, drainage, sight distance, dust abatement, and all such traffic control devices required to insure safe and efficient use by established road users and to adequately protect the adjacent resources. Purchaser’s commensurate maintenance responsibility shall cover the before, during, and after operation period during any year when operations and road use are performed under the terms of the TEMPORARY ROAD USE PERMIT.

Purchaser shall perform road maintenance work, both traffic generated and non-traffic generated, commensurate with Purchaser’s use or a result of the natural weathering and growing processes during the period of Purchaser’s use of this TEMPORARY ROAD USE PERMIT. Purchaser is responsible for maintenance on roads specified in the TEMPORARY ROAD USE PERMIT and used by the Purchaser in connection with the Two Mile Timber Sale.

Traffic generated maintenance consists of work made necessary as a direct result of or to minimize the effect of use and wear by traffic during use periods.

Non-traffic generated maintenance consists of work made necessary as a direct result of weathering processes or uncontrollable offsite influences that are not attributable to traffic use.

All maintenance work shall be done as necessary and timely to protect the resources and provide a safe transportation system. Work shall be in accordance with specifications and drawings set forth herein or hereto except for agreed adjustments.

## **EXHIBIT B**

### **SECTION 4 – COMPOSITE ROAD CONSTRUCTION SPECIFICATIONS**

#### **DESCRIPTION**

4.01  
Work

This work shall consist of clearing and grubbing, excavation and embankment, and erosion control. Clearing and grubbing shall include disposal of construction slash. Excavation and embankment shall include borrow, drainage excavation, shaping the roadway, including approaches, turnarounds, ditches and drainage dips, and disposal of all excavated material, regardless of its nature. Erosion control, when specified, consists of furnishing and placing required seed, and fertilizer. Construction of the roadway shall be in conformance with the dimensions SHOWN ON THE DRAWING and DESIGNATED on the ground.

#### **MATERIALS**

4.02  
Requirement

Material shall meet the following requirements:

(a) Seed shall meet the requirements of Federal Specification JJJ-S-181 and shall have been tested within the past 6 months.

Seed shall be certified to meet state requirements of containment of noxious or undesirable plant seeds.

(b) Fertilizer shall be a standard commercial grade furnished in sealed containers with name, weight, and contents clearly marked.

#### **CONSTRUCTION**

4.03  
Clearing &  
Disposal

All trees, snags, downed timber, brush, and stumps within the clearing limits shall be removed and disposed of by scattering outside the clearing limits.

Grubbing of stumps above the top of cut to the cut side clearing limit is not required.

The Grantee shall make the clearing limits on the ground prior the Purchaser beginning work.

## **EXHIBIT B**

### 4.04 Excavation & Embankment

The roadway shall be constructed to conform to the typical section SHOWN ON THE DRAWINGS. Embankment may be placed by side casting and end dumping.

Rocks too large to be incorporated in the embankment shall be placed outside the traveled way on the downhill side, so that they will not roll, obstruct drainage, or hinder the use and maintenance of the roadbed.

To facilitate seeding, slopes shall be left in a roughened condition.

Unless otherwise SHOWN ON THE DRAWINGS, the roadbed shall be shaped and finished to that ordinarily accomplished by a crawler tractor with dozer blade to provide drainage of surface water. Individual rocks, within the roadbed, shall not protrude over 4 inches above the subgrade. A motor grader finish is not required.

Unless otherwise SHOWN ON THE DRAWINGS, the traveled way width shall not exceed the specified dimension by more than 2 feet.

### 4.05

Seasonal limitations for seeding are shown in Section - 2 , Specification -12, Seeding. The seeding shall not be accomplished during windy weather, nor when the ground is excessively wet, nor when the ground is frozen. The methods and rates of application, and types of seed and fertilizer are shown in Section - 2 , Specification -12, Seeding.

## **EXHIBIT B**

### **SECTION 4 – WORK LIST**

#### **GENERAL WORK LIST ITEMS**

Prior to or commensurate with Purchaser's use, which ever is applicable, all SECTION 1 – GENERAL SPECIFCATIONS shall apply for the entire length of the road.

All SECTION 2 – ROAD RECONDITIONING SPECIFICATIONS are applicable to the existing portions of Roads #FH9-UC, FH9-UCA and 942 as needed and SECTION 4 – COMPOSITE ROAD CONSTRUCTION SPECIFICATIONS are applicable to the last 50 feet of Road #FH9-UCA under this TEMPORARY ROAD USE PERMIT. Road Reconditioning and construction shall be complete prior to the Purchaser's use of this road for product removal. Specific major items of work are listed is the Description of Work, by Mile Post (M.P.).

Upon completion of the required Road Reconditioning the Purchaser shall maintain the road in accordance with SECTION 3 – ROAD MAINTENANCE SPECIFICATIONS until the completion of Purchaser activity use in connection with the Prichard-Murray Timber Sale.

Purchaser shall reinstall all water bars shown in the work lists after the operation period during any year when operations and road use are performed under the terms of the TEMPORARY ROAD USE PERMIT.

Approximate road sections by owner are shown in Exhibit A, with approximate mileages shown below.

#### **WORK LIST FOR ROAD # FH9-UC**

<u>M.P.</u>	<u>Description of Work</u>
0.000	Junction County Road (Old River Road). Begin David Baslington property. Begin Specification 6 – Cutting Roadside Vegetation to the widths SHOWN ON THE DRAWINGS, SPECIFICATION 7 – SURFACE BLADING.
0.010	Existing Gate.
0.090	Existing water bar. Construct Type III Rolling Dip as SHOWN ON THE DRAWINGS.

## **EXHIBIT B**

<u>M.P.</u>	<u>Description of Work</u>
0.126	Reshape Existing Rolling Dip as SHOWN ON THE DRAWINGS.
0.152	Existing water bar.
0.168	Approximate End David Baslington property. Begin Forest Service property.
0.186	Center Draw Crossing.
0.203	Approximate End Forest Service property. Begin David Baslington property.
0.212	Existing water bar.
0.239	Existing water bar. Construct Type III Rolling Dip as SHOWN ON THE DRAWINGS
0.265	Existing water bar.
0.296	Existing Rolling Dip
0.351	Existing water bar. Construct Type III Rolling Dip as SHOWN ON THE DRAWINGS
0.379	Existing water bar.
0.407	Existing water bar.
0.431	Existing water bar.
0.476	Existing Draw Crossing.
0.510	Existing water bar. Construct Type III Rolling Dip as SHOWN ON THE DRAWINGS
0.534	Existing water bar.
0.562	Existing water bar.
0.590	Existing water bar.

## **EXHIBIT B**

<u>M.P.</u>	<u>Description of Work</u>
0.607	Existing water bar. Construct Type III Rolling Dip as SHOWN ON THE DRAWINGS
0.624	Road Junction Right.
0.633	Road Junction Left.
0.662	Existing water bar.
0.688	Existing water bar.
0.707	Junction with Road #942 Left.
0.721	Existing water bar.
0.748	Existing water bar.
0.769	Existing water bar. Construct Type III Rolling Dip as SHOWN ON THE DRAWINGS
0.814	Existing water bar.
0.855	Junction with Road #FH9-UD Left.
0.868	Existing water bar.
0.949	Existing water bar.
0.976	Existing water bar.
1.01	Approximate End David Baslington property. Begin Richard and Evelyn Whisner property.
1.021	Existing water bar.
1.046	Existing water bar.
1.060	Begin Specification 6 – Cutting Roadside Vegetation to the widths SHOWN ON THE DRAWINGS, SPECIFICATION 7 – SURFACE BLADING.
0.065	End all work Items.

## **EXHIBIT B**

### **WORK LIST FOR ROAD # FH9-UCA**

<u>M.P.</u>	<u>Description of Work</u>
0.00	Continue Richard and Evelyn Whisner property. Begin Specification 6 – Cutting Roadside Vegetation to the widths SHOWN ON THE DRAWINGS, SPECIFICATION 7 – SURFACE BLADING.
0.250	End Specifications 6 and 7. Begin Composite Road Construction in accordance with SECTION 4 – COMPOSITE ROAD CONSTRUCTION SPECIFICATIONS
0.26	Approximate End Richard and Evelyn Whisner property. Begin US Forest Service property. End Composite Road Construction.

### **WORK LIST FOR ROAD # 942**

<u>M.P.</u>	<u>Description of Work</u>
0.00	Continue David Baslington Property. Begin Specification 6 – Cutting Roadside Vegetation to the widths SHOWN ON THE DRAWINGS, SPECIFICATION 7 – SURFACE BLADING.
0.104	Approximate End David Baslington Property property. Begin US Forest Service property. End All Work Items.

## **SECTION 5 - DRAWINGS**

Road Terminology Drawing  
Reconstruction Typical Drawing  
Construction Typical Drawing  
Rolling Dip Detail  
(See attached Drawing Sheet 1 through 4)

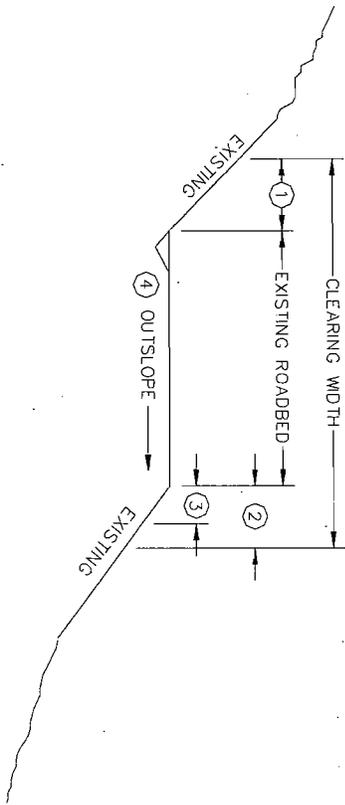


# EXHIBIT B

## TYPICAL SECTIONS

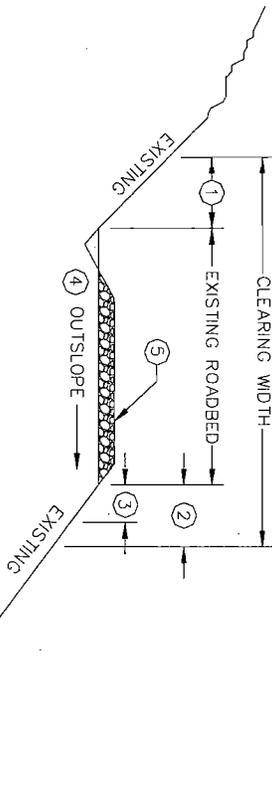
( NO SCALE )

RECONDITIONING ROADBED



- ① 5' MINIMUM
- ② 3' MINIMUM
- ③ ALL TREES AND STUMPS 2' OR LESS FROM SHOULDER OF ROAD SHALL BE CUT AND GRUBBED IF MARKED BY THE GRANTEE. REMOVAL OF SHOULDER TREES AND STUMPS NOT MARKED IS A REQUIREMENT.
- ④ OUTSLOPE SHALL BE 3% ON ALL ROADS

RECONDITIONING ROADBED WITH PIT RUN AGGREGATE

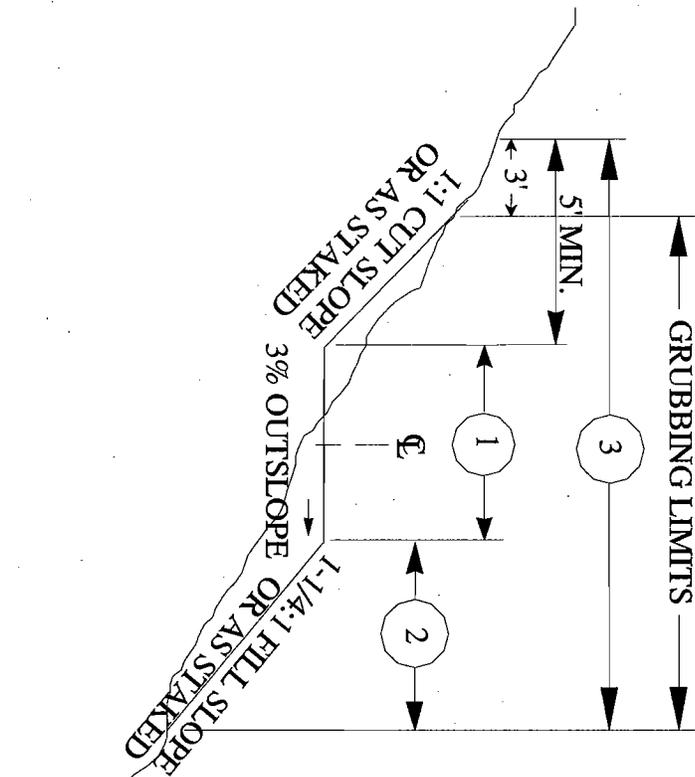


- ① 5' MINIMUM
- ② 3' MINIMUM
- ③ ALL TREES AND STUMPS 2' OR LESS FROM SHOULDER OF ROAD SHALL BE CUT AND GRUBBED IF MARKED BY THE GRANTEE. REMOVAL OF SHOULDER TREES AND STUMPS NOT MARKED IS A REQUIREMENT.
- ④ OUTSLOPE SHALL BE 3% ON ALL ROADS
- ⑤ PLACE PIT RUN AGGREGATE 6" THICK BY 14' PLUS CURVE WIDENING

# Exhibit B

## CONSTRUCTION TYPICAL

NO SCALE

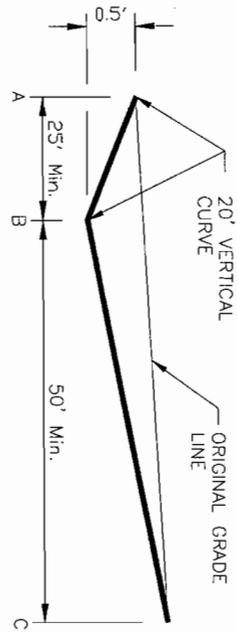


- ① BASIC ROAD WIDTH = 15'
- ② CLEAR TO A MINIMUM OF 5' BEYOND THE FILL SHOULDER OR TO THE TOE OF THE FILL SLOPE, WHICHEVER IS THE GREATER DISTANCE
- ③ MAXIMUM TOTAL CLEARING WIDTH SHALL BE AS MARKED ON THE GROUND BY THE GRANTEE

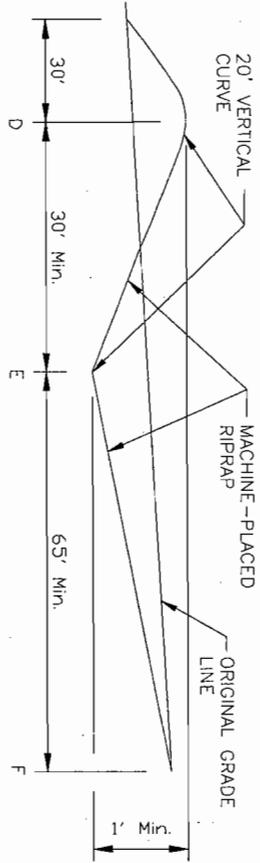
# EXHIBIT B

## TYPICAL TYPE III ROLLING DIP

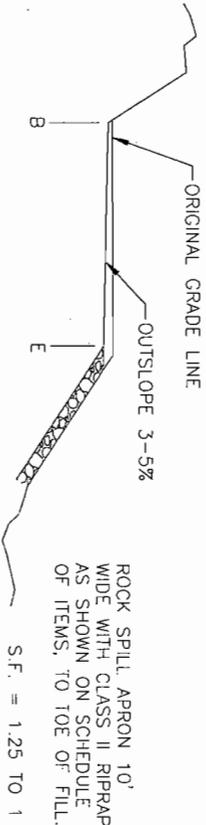
TYPE: (EXCAVATED)



ROAD PROFILE ALONG A-B-C OF DRAIN DIP



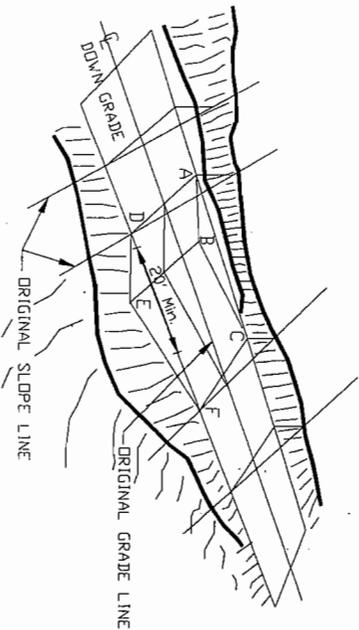
ROAD PROFILE ALONG D-E-F OF DRAIN DIP



ROCK SPILL APRON

NOTES:

1. ROLLING DIP SHALL DISCHARGE ONTO NATURAL GROUND.
2. OUTSLOPE OF DRAINAGE DIP WILL BE 3-5%
3. SKEW LINE B-E TO FIT LOW POINT IN DRAW, IF LOCATED IN NATURAL DRAIN.
4. EXCAVATION BELOW THE EXISTING GRADE LINE WILL BE USED AS EMBANKMENT ABOVE THE EXISTING GRADE LINE ON THE DOWNSIDE OF THE DRAINAGE DIP.
5. THE MAXIMUM DEPTH OF EXCAVATION AND EMBANKMENT WILL FLUCTUATE WITH THE STEEPNESS OF GRADE.
6. COURSE ROCK FOR OUTFALLS SHALL CONFORM TO AND BE THE CLASS AS NOTED IN THE SCHEDULE OF ITEMS.



PERSPECTIVE VIEW

## TEMPORARY ROAD USE PERMIT

**Evelyn Whisner** of 17557 Old River Road, Kingston, Idaho, 83839, herein after called **Grantor**, grants to the **United States of America**, acting through the Forest Service, Department of Agriculture, hereinafter called **Grantee**, a temporary permit to occupy and use the following described lands in the County of **Shoshone**, State of **Idaho**:

**Use of existing roads, FH9UC and FH9UCA, located on Evelyn Whisner lands within the SW¼, NW¼, Section 25, T. 50 N., R. 3 E., Boise Meridian, as more particularly shown on Exhibit "A" attached hereto and made a part hereof.**

This permit authorizes Grantee use of existing roads across private lands owned by Grantor. The right-of-way for such authorized use is the existing road running surface and clearing widths of 3 feet on the fillslope and 5 feet on the cutslope for an estimated 0.31 miles in length. Total area of roads used contains approximately 0.90 acres. The approximate centerline is shown on **EXHIBIT A** attached hereto. The centerline of said roads as constructed is hereby accepted by Grantor and Grantee as the true centerline of the premises granted.

The purpose of this permit is to authorize access to National Forest System (NFS) lands by the Grantee, its personnel, contractors, representatives, or other authorized agents, for the purpose of harvesting and hauling timber and conducting related land management activities on National Forest System land.

**This permit is granted subject to the following terms and conditions:**

1. This permit is subject to all valid rights existing on this date.
2. This permit does not convey any right, title, or interest in real property, and does not provide public access to national forest land.
3. Grantee claims no interest in the premises by virtue of this permit, or through occupancy or use hereunder.
4. Grantor agrees that valid rights held by Grantee in the premises, if any, shall not be extinguished, relinquished, terminated nor diminished by virtue of this permit.
5. Grantee shall fully repair all damage to roads, other than ordinary wear and tear, and provide routine maintenance commensurate with use by Grantee in exercising the privileges granted by this permit. Grantee shall perform other road improvements as defined in **Exhibit B**, attached.
6. Grantee shall prevent unnecessary damage to Grantor's adjacent land, timber, soil, water and other resources, and improvements. Grantee shall ensure its operations on Grantor's land comply with applicable federal and state laws, regulations, and standards regarding resource protection, fire prevention and control, slash disposal, and noxious weed prevention and control.

7. No right-of-way timber is authorized to be cut, other than submerchantable timber specified in Exhibit B for brushing. Any blowdown timber across the roadway may be cut into log length and cleared from the roadway provided the Grantor is notified.
8. Timber sale purchaser shall, prior to use of the road under this permit, pay the Grantor the sum of five hundred (\$500.00). Purchaser is only permitted to use the road in association with Grantee's timber sale contract activities, under the terms and conditions of the timber sale contract.
9. The United States agrees to indemnify and hold Grantor harmless in accordance with the provisions of the federal Tort Claim Procedure (Pub. L. 80-773; Title 28 U.S.C. 2672-2677; June 25, 1948)
10. This permit shall terminate on December 31, 2012, unless earlier terminated by Grantor because of Grantee's breach of any terms or conditions herein, or upon written request by Grantee. Provided however, Grantor shall provide Grantee with written notice a minimum of sixty (60) days prior to termination for breach, and shall provide Grantee with reasonable opportunity to take action to satisfactorily correct the breach.

**Grantee's exercise of any privileges authorized by this permit shall constitute acceptance of all terms and conditions herein.**

**GRANTOR  
EVELYN WHISNER**

By:

  
EVELYN WHISNER  
Grantor

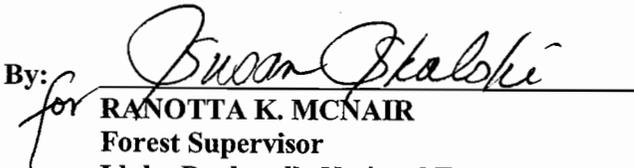
Date

8-3-07

**This permit is hereby accepted subject to all terms and conditions herein.**

**GRANTEE  
UNITED STATES OF AMERICA**

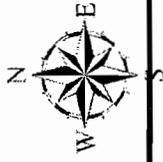
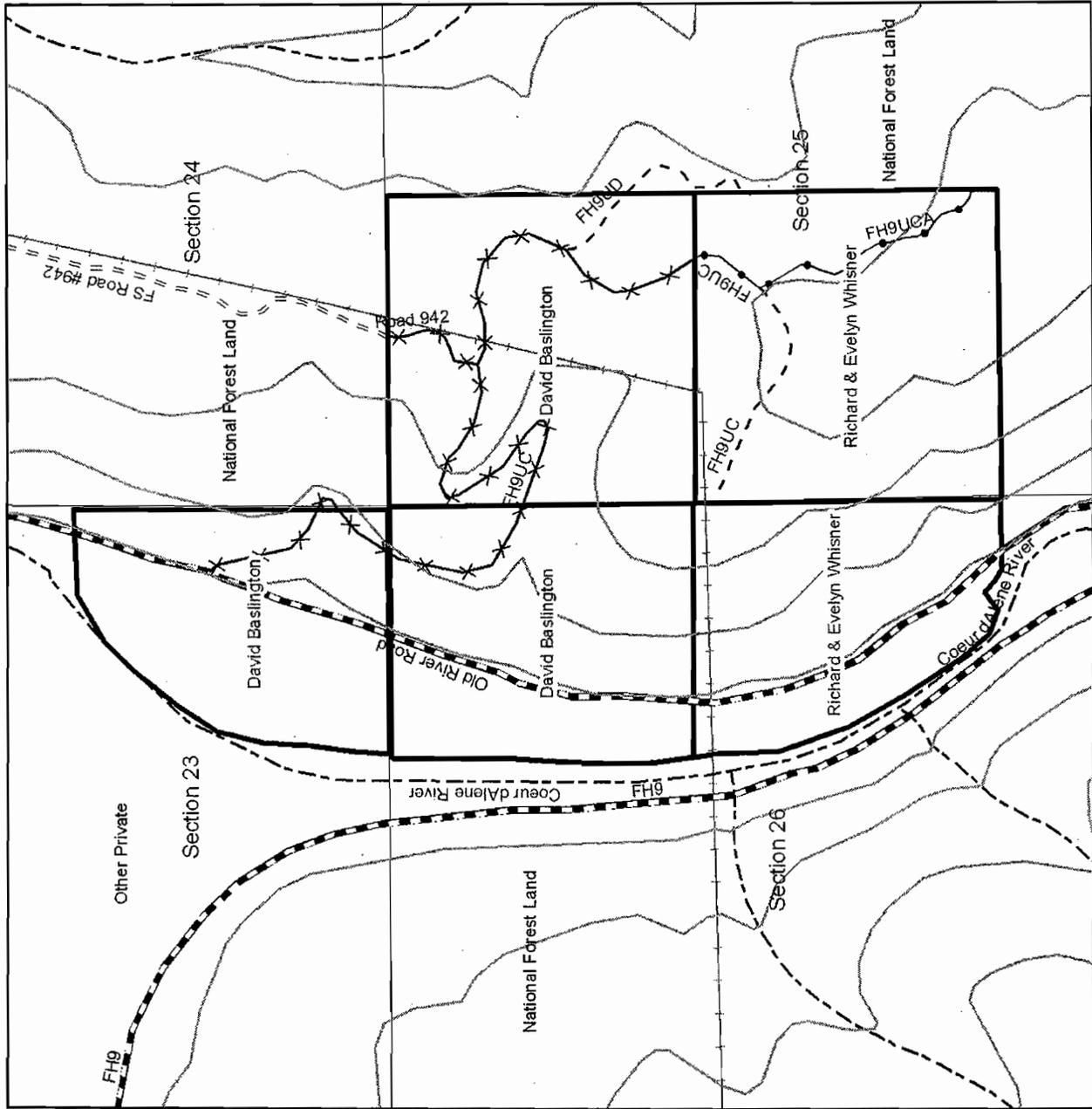
By:

  
for RANOTTA K. MCNAIR  
Forest Supervisor  
Idaho Panhandle National Forests

Date

8-6-07

# Exhibit A



**Legend**

**Temporary Road Use Permit Owner**

- County Road
- David Baslington
- Other Roads
- Richard & Evelyn Whisner
- Forest Service Road # 942
- Avista Powerline
- Property Lines
- Streams
- 200' Contours

Property Lines Are Approximate

T 50 N



R 3 E

## **EXHIBIT B**

### **RECONDITIONING AND MAINTENANCE OF EXISTING ROADWAY SPECIFICATION**

#### **SECTION 1 - GENERAL SPECIFICATIONS**

Road terminology used within these specifications are defined in Section 5 - Drawings  
Page 1 of 3.

##### **SPECIFICATION 1 – SAFETY**

###### **Description of Work**

- 1.1 When Purchaser's operations are in progress, Purchaser shall furnish, install and maintain all temporary traffic controls, which provide other users adequate warning of hazardous, or potentially hazardous conditions associated with Purchaser's operations. The Purchaser and Grantee, prior to commencing operations shall agree to a specific traffic control plan. Devices shall be appropriate to current conditions and shall be covered or removed when not needed. Flaggers and devices shall be as specified in the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).
- 1.2 During periods of use, the Purchaser shall provide "Trucks Entering" warning signs at the junction of county road(s) and road(s) under this TEMPORARY ROAD USE PERMIT.

##### **SPECIFICATION 2 – PROTECTION OF PROPERTY**

###### **Description of Work**

- 1.1 In use or reconditioning of the road(s) under this TEMPORARY ROAD USE PERMIT, Purchaser shall not unnecessarily remove, deface, injure, or destroy trees, shrubs, or other natural features unless specifically authorized. The Purchaser shall confine operations to within the clearing limits SHOWN ON THE DRAWINGS or other areas designated in the TEMPORARY ROAD USE PERMIT.

##### **SPECIFICATION 3 – SNOW REMOVAL**

###### **Description of Work**

- 1.1 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.

## **EXHIBIT B**

### Specification 3 – Snow Removal (Continued)

- 1.2 Snow removal work by Purchaser shall include:
- A. Removal of snow from entire road surface width including turnouts.
  - B. Removal of snow berms from or across all road junctions.
  - C. Removal of snow slides, minor earth slides, fallen timber and boulders that obstruct normal road surface width including turnouts.
  - D. Maintain drainage so that the drainage system will function efficiently.

### **Requirements**

- 2.1 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.
- A. 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.
  - B. During snow removal operations, banks shall not be undercut nor shall gravel or other selected surfacing material be bladed off the roadway surface.
  - C. Snow shall be removed at road junctions so as to not leave a berm across these adjacent roads or render them impassable.
  - D. Ditches, culverts, and rolling dips shall be kept functional during and following roadway use.
  - E. 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 at all rolling dip locations and at other locations required to obtain satisfactory surface drainage without discharge on erodible fills.
  - F. Dozers and skidders shall not be used to plow snow on roads covered by this TEMPORARY ROAD USE PERMIT without written approval of the Grantee prior to snow removal operations. Upon approval, dozers and skidders must be equipped with shoes or runners to keep the plow a minimum of 2 inches above the road surface unless specifically removed from the requirements in writing.

## **EXHIBIT B**

### Specification 3 – Snow Removal (Continued)

- G. Snow must not be removed to the road surface. A minimum 2 inch depth must be left to protect the roadway.
- H. Purchaser's damage from, or as a result of snow removal shall be restored in a timely manner. This includes but is not limited to damage to the Road Bed, Road Side Vegetation, fences, gates, mail boxes, or other Road Side features.

### **SPECIFICATION 4 – NOXIOUS WEED CONTROL**

#### **Description of Work**

- 1.1 In order to prevent the potential spread of noxious weeds onto the road(s) covered by this TEMPORARY ROAD USE PERMIT, Purchaser shall be required to use weed-free equipment.

#### **Requirements**

- 2.1 The following is considered proof of weed-free equipment:

The Purchaser will be required to clean all logging and construction equipment prior to entry on to road(s) covered by this TEMPORARY ROAD USE PERMIT. This cleaning shall remove all dirt, plant parts and material that could carry noxious weed onto the road(s). Only logging and construction equipment so cleaned and inspected by the Grantee will be allowed onto the road(s). All subsequent move-ins of logging and construction equipment shall be treated in the same manner as initial move-in. "Logging and construction equipment" does not include logging trucks and personal vehicles.

Prior to the initial move-in, and all subsequent move-in, the Purchaser shall make all logging and construction equipment available for inspection by the Grantee at an agreed upon location. The Purchaser shall give the Grantee at least 24 hours advance notification when equipment is ready for inspection.

### **SPECIFICATION 5 – PLAN OF OPERATION**

#### **Description of Work**

- 1.1 Prior to use or reconditioning of the road(s) under this TEMPORARY ROAD USE PERMIT, purchaser shall furnish the Grantee a written general plan of operation. The plan shall set forth planned periods of use and the planned activity.

## **EXHIBIT B**

### Specification 5 – Plan of Operation (Continued)

- 1.2 The Grantee written approval of the plan of operation is prerequisite to commencement of Purchaser's operation. Purchaser may revise this plan of operation when necessitated by weather, markets or other unpredictable circumstances, subject to the written approval of the Grantee.

## **SECTION 2 – ROAD RECONDITIONING SPECIFICATIONS**

### **SPECIFICATION 6 – CUTTING ROADSIDE VEGETATION**

#### **Description of Work**

- 1.1 This work consists of cutting and disposing of all vegetative growth, excluding trees 5.0 inches DBH (diameter breast height) or greater, from within the Clearing Width. Vegetation removal is required if the growth of the vegetation during the contract period causes unacceptable reduction of sight distance and operation capability.

#### **Requirements**

- 2.1 Vegetative matter, excluding trees 5.0 inches DBH or greater, within the Clearing Width, which reduces sight distance, impedes vehicular travels, 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.
- 2.2 Low shrubs and brush, less than one foot high, which do not restrict sight distance, do not impede road maintenance, and reduce erosion may not be removed. Vegetation removed shall be disposed of by scattering, chipping, or hauled to agreed upon disposal areas.

### **SPECIFICATION 7 – SURFACE BLADING**

#### **Description of Work**

- 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.

## **EXHIBIT B**

### Specification 7 – Surface Blading (Continued)

#### **Requirements**

- 1.1 Surface blading shall be performed as often as necessary and to the standards required to facilitate traffic and proper drainage.
- 1.2 The blading shall be performed in such a manner as to preserve the existing cross section and to conserve surface materials. On gravel or pit run surfaced roads, the base must not be disturbed and no surface material may be bladed into the ditch or over the road shoulder. 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 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.
- 2.3 Roadside cutslopes or berms shall not be undercut.
- 2.4 At intersection, the roadbeds of side roads shall be graded for a reasonable distance to assure proper blending of the two riding surfaces.
- 2.5 Drainage dips and leadoff ditches shall be cleaned and continually maintained to conform reasonably to their original constructed lines, grade, and cross section.
- 2.6 Surface blading of native surface roads also includes ditch cleaning, which shall be done in accordance with Specification 8, Ditch Cleaning.
- 2.7 All Blading operations shall be properly signed in accordance with Specification 1, Safety.

### **SPECIFICATION 8 – DITCH CLEANING**

#### **Description of Work**

- 1.1 Ditch cleaning is removing and disposing of all slough material from roadside ditches to provide an unobstructed waterway conforming reasonably to the line, grade, and cross section as SHOWN ON THE DRAWINGS.

## **EXHIBIT B**

### Specification – 8 Ditch Cleaning ( Continued)

#### **Requirements**

##### 2.1 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. Material shall be disposed of by spreading uniformly along the fill side shoulder.

### **SPECIFICATION 9 – DRAINAGE EXCAVATION**

#### **Description of Work**

- 1.1 Drainage excavation shall include construction of side ditches, inlet and outlet ditches, ditches constructed along the road, construction of rolling dips and other minor drainage structures as SHOWN ON THE DRAWINGS and/or the Work List.

#### **Requirements**

- 2.1 Drainage Excavation shall be at locations SHOWN ON THE DRAWINGS and/or included in the Work List.

### **SPECIFICATION 10 – DUST ABATEMENT**

#### **Description of Work**

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

#### **Materials**

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

#### **Requirements**

- 3.1 Dust abatement materials shall be applied to the road surface as necessary to control surface loss and provide that vehicles are always intervisible within their stopping sight distance. The average user speed on the road shall be used to determine stopping sight distance. Preparation shall be in accordance with SPECIFICATION 7 – SURFACE BLADING.

## **EXHIBIT B**

### Specification 10 – Dust Abatement (Continued)

- 3.2 The rate of application shall be such that the selected material will not run off the surface and cause pollution or unnecessary waste.
- 3.3 Where water is the selected material, it shall be applied as often as necessary to abate dust from all Purchaser operations.
- 3.4 Dust abatement shall be maintained as needed throughout the duration of operations.
- 3.1 as necessary to abate dust from all Purchaser operations.
- 3.2 Dust abatement shall be maintained as needed throughout the duration of operations.

### **SPECIFICATION 11 – Minor Drainage Structures**

#### **Description of Work**

- 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 water way opening equivalent to a 60-inch round pipe (66- by 51-inch arch). They include overside drains. Maintenance is work preformed on inlets, outlets, related channels and outlet ditches, existing riprap, trash racks, 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 as agreed by the Grantor.
- 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.

## EXHIBIT B

### Specification 11 – Minor Drainage Structures (Continued)

- 3.4 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 12 – SEEDING

#### Description of Work

- 1.1 This work shall consist of seeding all disturbed earth outside the roadbed. Soil on areas to be seeded shall be left in a roughened condition favorable to the retention and germination of the seed. Application shall be during the period March 1 to June 15 and September 1 to November 15 and under the above specified conditions, unless otherwise approved by the Grantee.
- 1.2 Seed shall be spread evenly at the rate of 24.5 pounds of seed per acre.

#### Materials

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

Dry Warm to Moist Warm Site Mix:

KIND OF SEED	QUANTITY/ACRE (# of PLS)
Slender wheatgrass <i>Elymus trachycaulus</i> "Revenue".....	6
Mountain brome <i>Bromus marginatus</i> "Bromar" .....	4
Sheep fescue <i>Festuca ovina</i> "Covar" .....	4
Big bluegrass <i>Poa ampla</i> "Sherman" .....	4
Annual ryegrass <i>Lolium mutiflora</i> * .....	6
Silky lupine <i>Lupinus sericeus</i> .....	<u>0.5</u>
TOTAL# PLS/Acre	24.5

\* No named variety needed as long as documentation showing results for All States Noxious Weed test is provided.

Substitute species for the following mix may be approved by the Grantee Botanist.

Fertilizer shall be applied with the seed at the rate of 300 lbs./acre and have a chemical analysis of 18N-18P-14K-6S, unless otherwise approved by the Grantee.

## **EXHIBIT B**

### Specification 12 – Seeding (Continued)

- 2.2 Certified, blue tagged seed shall be used where a named variety or cultivar is specified. Blue tags which are removed to mix the seed shall be provided to the Grantee.

All seed purchased will be certified to be free of noxious weed seeds from weeds listed on the current “All States Noxious Weeds List.”

Test results from a certified seed analyst and seed analysis labels attached to the bags will be provided to the Grantee. Lab testing for noxious weeds will be conducted prior to seed mixing. Only after a finding and documentation in writing of no weeds on the current “All States Noxious Weeds List” will the seed be excepted and used.

### **SECTION 3 - ROAD MAINTENANCE SPECIFICATIONS**

Road maintenance is the performance of work activities needed for the preservation of the road facility including surface, shoulders, miscellaneous structures, drainage, sight distance, dust abatement, and all such traffic control devices required to insure safe and efficient use by established road users and to adequately protect the adjacent resources. Purchaser’s commensurate maintenance responsibility shall cover the before, during, and after operation period during any year when operations and road use are performed under the terms of the TEMPORARY ROAD USE PERMIT.

Purchaser shall perform road maintenance work, both traffic generated and non-traffic generated, commensurate with Purchaser’s use or a result of the natural weathering and growing processes during the period of Purchaser’s use of this TEMPORARY ROAD USE PERMIT. Purchaser is responsible for maintenance on roads specified in the TEMPORARY ROAD USE PERMIT and used by the Purchaser in connection with the Two Mile Timber Sale.

Traffic generated maintenance consists of work made necessary as a direct result of or to minimize the effect of use and wear by traffic during use periods.

Non-traffic generated maintenance consists of work made necessary as a direct result of weathering processes or uncontrollable offsite influences that are not attributable to traffic use.

All maintenance work shall be done as necessary and timely to protect the resources and provide a safe transportation system. Work shall be in accordance with specifications and drawings set forth herein or hereto except for agreed adjustments.

## **EXHIBIT B**

### **SECTION 4 – COMPOSITE ROAD CONSTRUCTION SPECIFICATIONS**

#### **DESCRIPTION**

4.01  
Work

This work shall consist of clearing and grubbing, excavation and embankment, and erosion control. Clearing and grubbing shall include disposal of construction slash. Excavation and embankment shall include borrow, drainage excavation, shaping the roadway, including approaches, turnarounds, ditches and drainage dips, and disposal of all excavated material, regardless of its nature. Erosion control, when specified, consists of furnishing and placing required seed, and fertilizer. Construction of the roadway shall be in conformance with the dimensions SHOWN ON THE DRAWING and DESIGNATED on the ground.

#### **MATERIALS**

4.02  
Requirement

Material shall meet the following requirements:

(a) Seed shall meet the requirements of Federal Specification JJJ-S-181 and shall have been tested within the past 6 months.

Seed shall be certified to meet state requirements of containment of noxious or undesirable plant seeds.

(b) Fertilizer shall be a standard commercial grade furnished in sealed containers with name, weight, and contents clearly marked.

#### **CONSTRUCTION**

4.03  
Clearing &  
Disposal

All trees, snags, downed timber, brush, and stumps within the clearing limits shall be removed and disposed of by scattering outside the clearing limits.

Grubbing of stumps above the top of cut to the cut side clearing limit is not required.

The Grantee shall make the clearing limits on the ground prior the Purchaser beginning work.

## **EXHIBIT B**

### 4.04 Excavation & Embankment

The roadway shall be constructed to conform to the typical section SHOWN ON THE DRAWINGS. Embankment may be placed by side casting and end dumping.

Rocks too large to be incorporated in the embankment shall be placed outside the traveled way on the downhill side, so that they will not roll, obstruct drainage, or hinder the use and maintenance of the roadbed.

To facilitate seeding, slopes shall be left in a roughened condition.

Unless otherwise SHOWN ON THE DRAWINGS, the roadbed shall be shaped and finished to that ordinarily accomplished by a crawler tractor with dozer blade to provide drainage of surface water. Individual rocks, within the roadbed, shall not protrude over 4 inches above the subgrade. A motor grader finish is not required.

Unless otherwise SHOWN ON THE DRAWINGS, the traveled way width shall not exceed the specified dimension by more than 2 feet.

### 4.05

Seasonal limitations for seeding are shown in Section - 2 , Specification -12, Seeding. The seeding shall not be accomplished during windy weather, nor when the ground is excessively wet, nor when the ground is frozen. The methods and rates of application, and types of seed and fertilizer are shown in Section - 2 , Specification -12, Seeding.

## **EXHIBIT B**

### **SECTION 4 – WORK LIST**

#### **GENERAL WORK LIST ITEMS**

Prior to or commensurate with Purchaser's use, which ever is applicable, all SECTION 1 – GENERAL SPECIFICATIONS shall apply for the entire length of the road.

All SECTION 2 – ROAD RECONDITIONING SPECIFICATIONS are applicable to the existing portions of Roads #FH9-UC, FH9-UCA and 942 as needed and SECTION 4 – COMPOSITE ROAD CONSTRUCTION SPECIFICATIONS are applicable to the last 50 feet of Road #FH9-UCA under this TEMPORARY ROAD USE PERMIT. Road Reconditioning and construction shall be complete prior to the Purchaser's use of this road for product removal. Specific major items of work are listed in the Description of Work, by Mile Post (M.P.).

Upon completion of the required Road Reconditioning the Purchaser shall maintain the road in accordance with SECTION 3 – ROAD MAINTENANCE SPECIFICATIONS until the completion of Purchaser activity use in connection with the Prichard-Murray Timber Sale.

Purchaser shall reinstall all water bars shown in the work lists after the operation period during any year when operations and road use are performed under the terms of the TEMPORARY ROAD USE PERMIT.

Approximate road sections by owner are shown in Exhibit A, with approximate mileages shown below.

#### **WORK LIST FOR ROAD # FH9-UC**

<u>M.P.</u>	<u>Description of Work</u>
0.000	Junction County Road (Old River Road). Begin David Baslington property. Begin Specification 6 – Cutting Roadside Vegetation to the widths SHOWN ON THE DRAWINGS, SPECIFICATION 7 – SURFACE BLADING.
0.010	Existing Gate.
0.090	Existing water bar. Construct Type III Rolling Dip as SHOWN ON THE DRAWINGS.

## **EXHIBIT B**

<u>M.P.</u>	<u>Description of Work</u>
0.126	Reshape Existing Rolling Dip as SHOWN ON THE DRAWINGS.
0.152	Existing water bar.
0.168	Approximate End David Baslington property. Begin Forest Service property.
0.186	Center Draw Crossing.
0.203	Approximate End Forest Service property. Begin David Baslington property.
0.212	Existing water bar.
0.239	Existing water bar. Construct Type III Rolling Dip as SHOWN ON THE DRAWINGS
0.265	Existing water bar.
0.296	Existing Rolling Dip
0.351	Existing water bar. Construct Type III Rolling Dip as SHOWN ON THE DRAWINGS
0.379	Existing water bar.
0.407	Existing water bar.
0.431	Existing water bar.
0.476	Existing Draw Crossing.
0.510	Existing water bar. Construct Type III Rolling Dip as SHOWN ON THE DRAWINGS
0.534	Existing water bar.
0.562	Existing water bar.
0.590	Existing water bar.

## **EXHIBIT B**

<u>M.P.</u>	<u>Description of Work</u>
0.607	Existing water bar. Construct Type III Rolling Dip as SHOWN ON THE DRAWINGS
0.624	Road Junction Right.
0.633	Road Junction Left.
0.662	Existing water bar.
0.688	Existing water bar.
0.707	Junction with Road #942 Left.
0.721	Existing water bar.
0.748	Existing water bar.
0.769	Existing water bar. Construct Type III Rolling Dip as SHOWN ON THE DRAWINGS
0.814	Existing water bar.
0.855	Junction with Road #FH9-UD Left.
0.868	Existing water bar.
0.949	Existing water bar.
0.976	Existing water bar.
1.01	Approximate End David Baslington property. Begin Richard and Evelyn Whisner property.
1.021	Existing water bar.
1.046	Existing water bar.
1.060	Begin Specification 6 – Cutting Roadside Vegetation to the widths SHOWN ON THE DRAWINGS, SPECIFICATION 7 – SURFACE BLADING.
0.065	End all work Items.

## **EXHIBIT B**

### **WORK LIST FOR ROAD # FH9-UCA**

<b><u>M.P.</u></b>	<b><u>Description of Work</u></b>
0.00	Continue Richard and Evelyn Whisner property. Begin Specification 6 – Cutting Roadside Vegetation to the widths SHOWN ON THE DRAWINGS, SPECIFICATION 7 – SURFACE BLADING.
0.250	End Specifications 6 and 7. Begin Composite Road Construction in accordance with SECTION 4 – COMPOSITE ROAD CONSTRUCTION SPECIFICATIONS
0.26	Approximate End Richard and Evelyn Whisner property. Begin US Forest Service property. End Composite Road Construction.

### **WORK LIST FOR ROAD # 942**

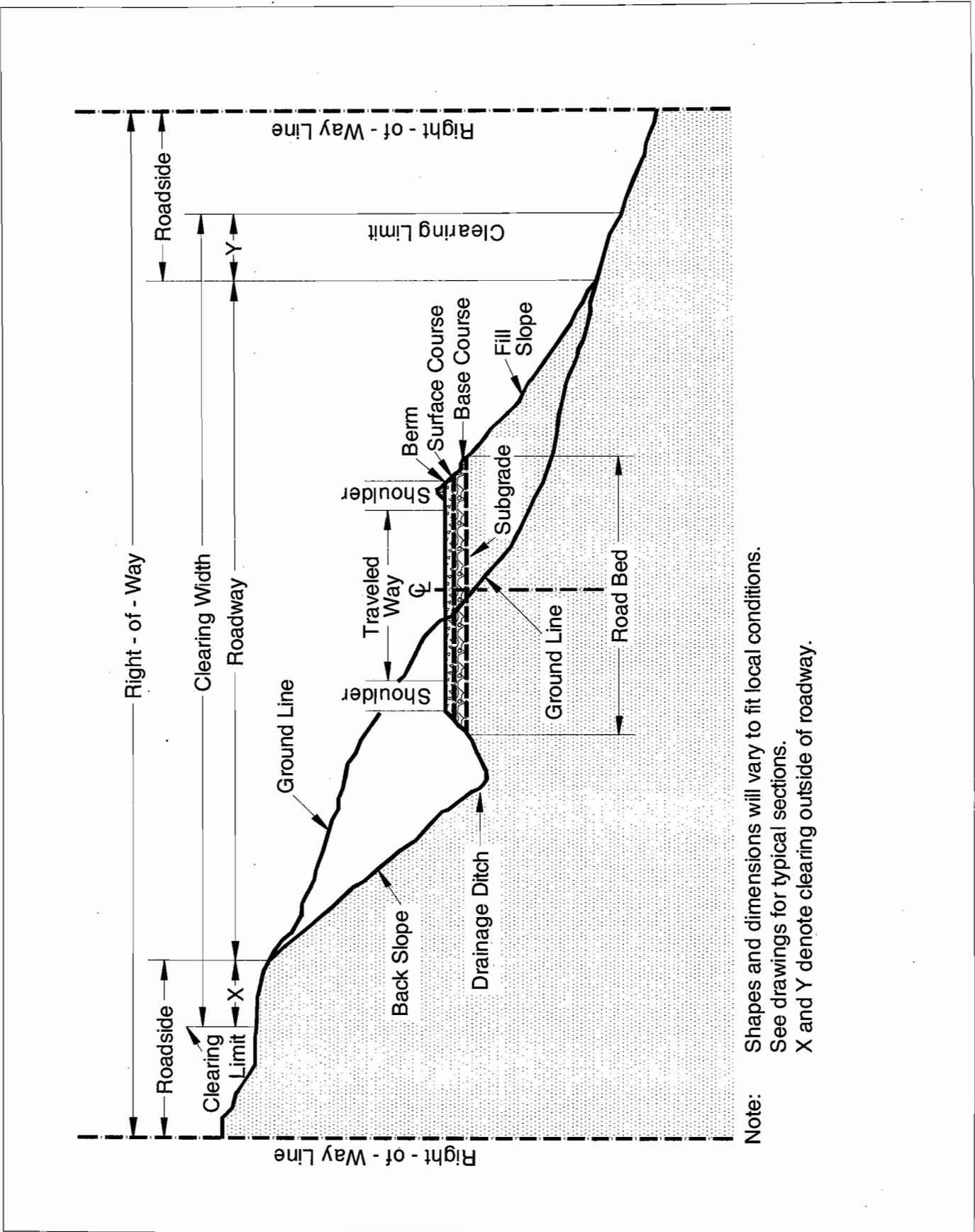
<b><u>M.P.</u></b>	<b><u>Description of Work</u></b>
0.00	Continue David Baslington Property. Begin Specification 6 – Cutting Roadside Vegetation to the widths SHOWN ON THE DRAWINGS, SPECIFICATION 7 – SURFACE BLADING.
0.104	Approximate End David Baslington Property property. Begin US Forest Service property. End All Work Items.

## **SECTION 5 - DRAWINGS**

Road Terminology Drawing  
Reconstruction Typical Drawing  
Construction Typical Drawing  
Rolling Dip Detail  
(See attached Drawing Sheet 1 through 4)

# EXHIBIT B

## Road Terminology Drawing

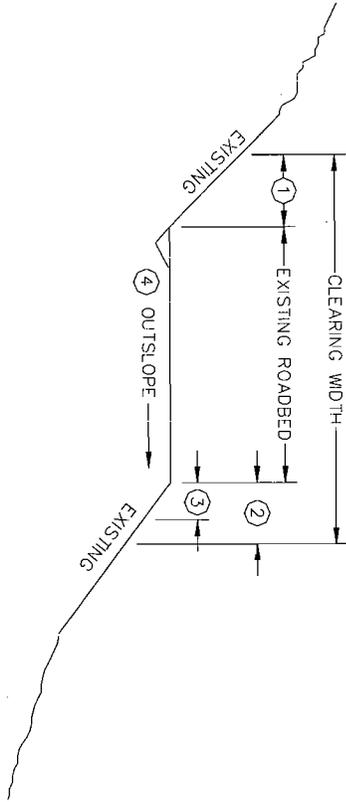


# EXHIBIT B

## TYPICAL SECTIONS

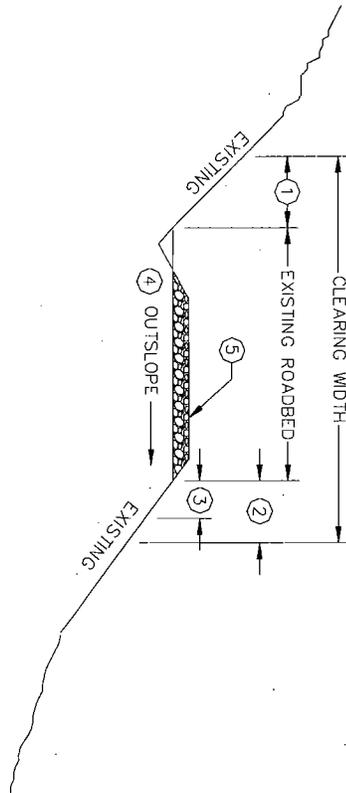
( NO SCALE )

RECONDITIONING ROADBED



- ① 5' MINIMUM
- ② 3' MINIMUM
- ③ ALL TREES AND STUMPS 2' OR LESS FROM SHOULDER OF ROAD SHALL BE CUT AND GRUBBED IF MARKED BY THE GRANTEE. REMOVAL OF SHOULDER TREES AND STUMPS NOT MARKED IS A REQUIREMENT.
- ④ OUTSLOPE SHALL BE 3% ON ALL ROADS

RECONDITIONING ROADBED WITH PIT RUN AGGREGATE

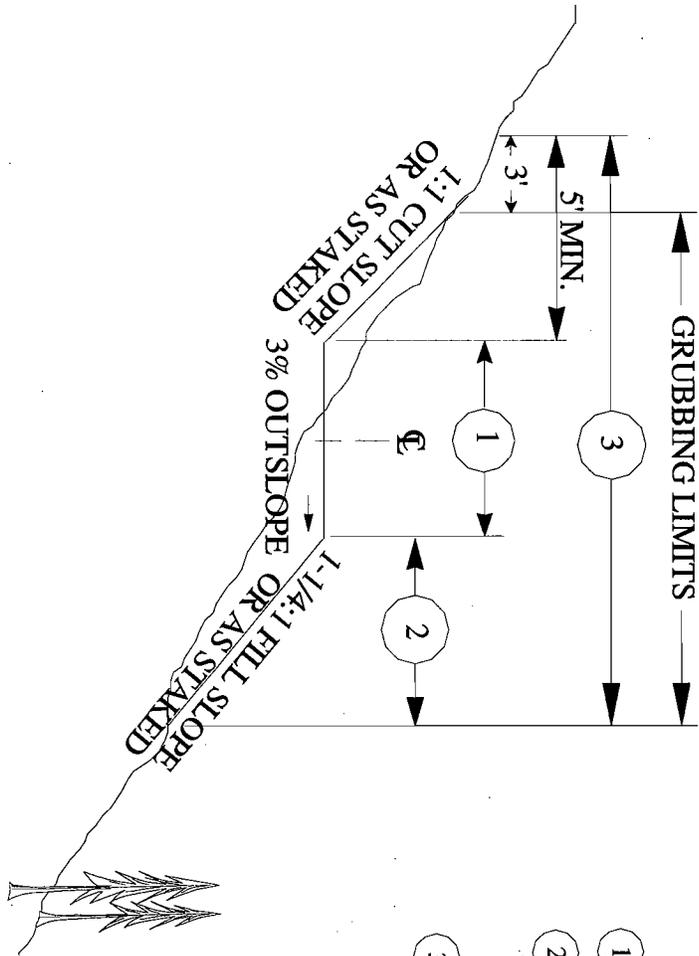


- ① 5' MINIMUM
- ② 3' MINIMUM
- ③ ALL TREES AND STUMPS 2' OR LESS FROM SHOULDER OF ROAD SHALL BE CUT AND GRUBBED IF MARKED BY THE GRANTEE. REMOVAL OF SHOULDER TREES AND STUMPS NOT MARKED IS A REQUIREMENT.
- ④ OUTSLOPE SHALL BE 3% ON ALL ROADS
- ⑤ PLACE PIT RUN AGGREGATE 6" THICK BY 14' PLUS CURVE WIDENING

# Exhibit B

## CONSTRUCTION TYPICAL

NO SCALE

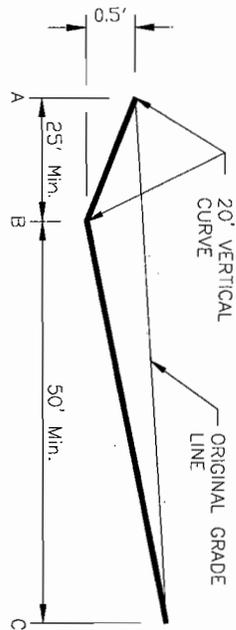


- ① BASIC ROAD WIDTH = 15'
- ② CLEAR TO A MINIMUM OF 5' BEYOND THE FILL SHOULDER OR TO THE TOE OF THE FILL SLOPE, WHICHEVER IS THE GREATER DISTANCE
- ③ MAXIMUM TOTAL CLEARING WIDTH SHALL BE AS MARKED ON THE GROUND BY THE GRANTEE

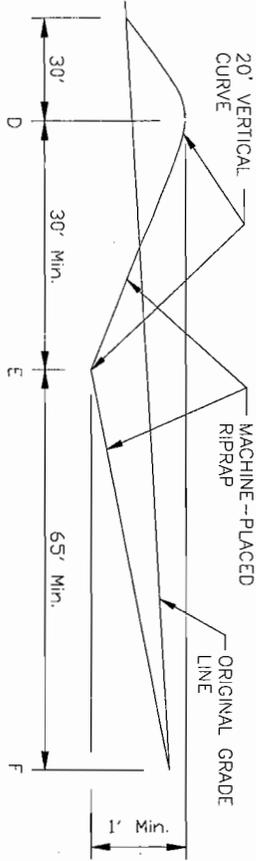
# EXHIBIT B

## TYPICAL TYPE III ROLLING DIP

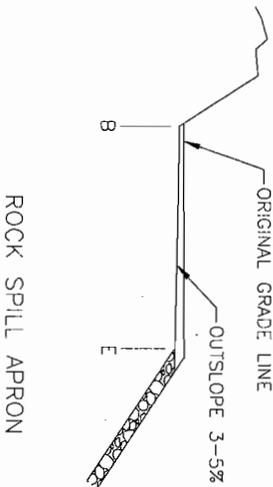
TYPE: (EXCAVATED)



ROAD PROFILE ALONG A-B-C OF DRAIN DIP



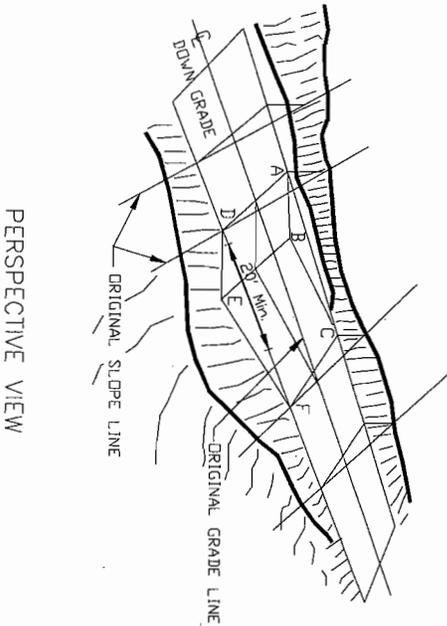
ROAD PROFILE ALONG D-E-F OF DRAIN DIP



ROCK SPILL APRON 10'  
WIDE WITH CLASS II RIPRAP,  
AS SHOWN ON SCHEDULE  
OF ITEMS, TO TOE OF FILL.  
S.F. = 1.25 TO 1

**NOTES:**

1. ROLLING DIP SHALL DISCHARGE ONTO NATURAL GROUND.
2. OUTSLOPE OF DRAINAGE DIP WILL BE 3-5%
3. SKEW LINE B-E TO FIT LOW POINT IN DRAIN, IF LOCATED IN NATURAL DRAIN.
4. EXCAVATION BELOW THE EXISTING GRADE LINE WILL BE USED AS EMBANKMENT ABOVE THE EXISTING GRADE LINE ON THE DOWNSIDE OF THE DRAINAGE DIP.
5. THE MAXIMUM DEPTH OF EXCAVATION AND EMBANKMENT WILL FLUCTUATE WITH THE STEEPNESS OF GRADE.
6. COURSE ROCK FOR OUTFALLS SHALL CONFORM TO AND BE THE CLASS AS NOTED IN THE SCHEDULE OF ITEMS.



PERSPECTIVE VIEW

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	T301	T506	T507					
942	0	3.5	3.5	P	P	P	P						
943	0	0.2	0.2	P	P	P	P						
208B	0	0.7	0.7	P	P	P	P						
343	0	2.3	2.3	P	P	P	P						
2345	0	0.5	0.5	P	P	P	P						
978	0	0.7	0.7	P	P	P	P						
6003	0	0.9	0.9	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	T506	T507					
942	0	3.5	3.5	P	P	P		P					
943	0	0.2	0.2	P	P	P		P					
208B	0	0.7	0.7	P	P	P		P					
343	0	2.3	2.3	P	P	P		P					
2345	0	0.5	0.5	P	P	P		P					
978	0	0.7	0.7	P	P	P		P					
6003	0	0.9	0.9	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	T506	T507					
942	0	3.5	3.5	P	P	P							
943	0	0.2	0.2	P	P	P							
208B	0	0.7	0.7	P	P	P							
343	0	2.3	2.3	P	P	P							
2345	0	0.5	0.5	P	P	P							
978	0	0.7	0.7	P	P	P							
6003	0	0.9	0.9	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.

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

SPECIFICATION T-301 DITCH CLEANING

DESCRIPTION

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

REQUIREMENTS

3.1 Slough Material.

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

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

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

SPECIFICATION T-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.

3.2 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-507 CUTTING ROADSIDE VEGETATION

## DESCRIPTION

1.1 This work consists of cutting and disposing of all vegetative growth, including trees from within the roadway that reduce sight distance and 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 within the roadway 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.

3.2 Low shrubs and brush which do not restrict sight distance, do not impede road maintenance, and reduce erosion shall not be removed. Vegetation removed shall be disposed of by scattering, chipping, hauling to designated disposal areas, or as otherwise agreed upon.

C5.312# - 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 B6.31. 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 C5.31#.
- E. Construct drain dips as per attached drawing on Roads # 343 Locations are staked on the ground.

Notwithstanding B2.3, down timber required to be moved under item C above shall become Included Timber subject to the requirements of B2.2 when (a) it meets Utilization Standards in A2 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 C5.31#; however, such maintenance shall only be to the standard to which the road is reconditioned.

Road Number	Approximate Length	Termini	Disposal Option
343	2.3	MP 0 : MP 2.3	Scatter
2345	0.6	MP 0 : MP 0.6	Scatter
942	3.4	MP 0 : MP 3.36	Scatter
943	0.2	MP 0 : MP 0.2	Scatter

**C5.312# - RECONDITIONING OF EXISTING ROADS  
ROAD LOGS****Road #343:**

<b><u>MP</u></b>	<b><u>Description</u></b>
0.000	Junction with Road #978. Begin Reconditioning of Existing Roads. Clearing for sight distance to facilitate safe traffic movement. Blading to re-establish a smooth driving surface. Cleaning for culvert inlets and ditches required as needed to facilitate proper drainage.
0.039	Existing Gate
0.400	Junction with Road #2345. Construct Type III Rolling Dip below this junction.
0.467	Construct Type III Rolling Dip
0.594	Construct Type III Rolling Dip
0.669	Junction with Road #978A Right
0.674	Junction with Road #2345A Left
0.764	Construct Type III Rolling Dip
0.888	Construct Type III Rolling Dip
1.049	Construct Type III Rolling Dip
1.603	Junction with Road #343UA
1.974	Junction with Road #343C Left
2.274	Junction with Road #343B Left
2.317	Junction with Road #343UE Left. End Reconditioning of Existing Road.

**Road #942:**

<b><u>MP</u></b>	<b><u>Description</u></b>
0.000	Junction with Road #943. Begin Reconditioning of Existing Roads. Clearing for sight distance to facilitate safe traffic movement. Blading to re-establish a smooth driving surface. Cleaning for culvert inlets and ditches required as needed to facilitate proper drainage.
0.047	Existing Gate

3.366 End Forest Service Property, Begin Private Property. End Reconditioning of Existing Road.

**Road #943:**

<b><u>MP</u></b>	<b><u>Description</u></b>
0.000	Junction with Road # 942. Begin Reconditioning of Existing Roads. Clearing for sight distance to facilitate safe traffic movement. Blading to re-establish a smooth driving surface. Cleaning for culvert inlets and ditches required as needed to facilitate proper drainage.
0.150	End of Unit. End Reconditioning of Existing Road.

**Road #2345:**

<b><u>MP</u></b>	<b><u>Description</u></b>
0.000	Junction with Road #343. Begin Reconditioning of Existing Roads. Clearing for sight distance to facilitate safe traffic movement. Blading to re-establish a smooth driving surface. Cleaning for culvert inlets and ditches required as needed to facilitate proper drainage.
0.064	Existing Water Bar
0.087	Existing Water Bar
0.108	Existing Water Bar
0.127	Turnout Left
0.134	Turnout Left
0.189	Turnout Left
0.244	Existing 18" Culvert
0.618	End Reconditioning of Existing Road.

C5.316# - SNOW REMOVAL. (02/02) 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 2.0 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 2.0 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.

C5.32# – 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 C5.31#.

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

The Required Deposits for Forest Service work in lieu of Purchaser performance and for deferred maintenance is: \$0.06 per ton.

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

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

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

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

CLOSURE DEVICES					
Road Number	Location	Furnished By	Closure Method	Closure Device Installed By	In Place
6003	MP 0	Purchaser	Gate	Purchaser	
9-UC	MP 0		Gate		X
343	MP 0		Gate		X
943	MP 0		Gate		X

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 yearlong, 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
6003	MP 0	Gate	Purchaser	
9-UC	MP 0	Gate		X
343	MP 0	Gate		X
943	MP 0	Gate		X

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.

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

Cultural Resource Protection Measures:

N/A

Wildlife and Botanical Protection Measures:

Northern Goshawk

If a nesting area is found within or adjacent to the sale area, the following measures may be taken:

Included timber may be deleted in an area of approximately 30 acres around the site, as determined by the Forest Service. Other activities, such as road construction and flight paths, may also be suspended in this 30-acre area.

If the nest is being actively used by a goshawk, the following measures may be taken:

No felling, skidding, road construction or other potentially disturbing activities within approximately ¼ mile of the nest site, as determined by the Forest Service, may occur between March 15 and August 15.

Flammulated Owl

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

Included timber may be deleted in an area of approximately 200 feet from the nest site, as determined by the Forest Service. Timing restrictions may be imposed in the vicinity during the period March 15 to August 15 and flight paths may need to be altered.

Cave Resource Protection Measures:

N/A

C6.27# - NOXIOUS WEED TREATMENT (3/07). The roads shown in the table below and being used by the Purchaser shall be treated with herbicide to remove seed-bearing noxious weeds.

Purchaser shall:

- A. Include a schedule for herbicide treatment of noxious weeds as part of the Annual Operating Schedule.
- B. Treat roads or road segments required to have noxious weeds treated between May 1 and September 30, unless otherwise agreed in writing.

C. Follow the “TECHNICAL SPRAYING SPECIFICATIONS”. These are general guidelines. For additional specific guidelines, see Attachment A – “Coeur d’Alene River R.D. – Guidelines for Noxious Weed Treatments.”

Treatment shall consist of spot applications that target those noxious weeds identified on the State of Idaho Noxious weed list that occur on the listed roads. Reasonable care shall be exercised to limit application so that spraying does not contact native forbs, grasses, herbs, and trees.

Road Number(s)	Road Termini MP to MP	Herbicide	Prehaul	Posthaul
942	MP 0 : MP 3.5	Hardball & Redeem R+P	X	X
343	MP 0 : MP 2.3	Hardball & Redeem R+P	X	X
2345	MP 0 : MP 0.5	Hardball & Redeem R+P	X	X
978	MP 0 : MP 0.7	Hardball & Redeem R+P	X	X
6003	MP 0 : MP 1.0	Hardball & Redeem R+P	X	X

C6.27# - NOXIOUS WEED TREATMENT - TECHNICAL SPRAYING SPECIFICATIONS  
IDAHO PANHANDLE NATIONAL FORESTS

1. The Purchaser shall give the Forest Service a 48 hour notification prior to spraying.
2. Spraying will be done by a State of Idaho licensed commercial applicator, and only by personnel under the direct supervision of the licensed applicator.
3. The following herbicides and application rates are approved for use, and are the only authorized methods of weed treatment under this contract provision. All use of herbicides and surfactants shall follow EPA label requirements.

<b>Common Name</b>	<b>Trade name(s)</b>	<b>Application Rate (lbs active ingredient/ acre or oz/ac)</b>
<b>2, 4-D</b>	<b>Hardball</b>	<b>1 – 1.5 quarts/Acre</b>
<b>Triclopyr Clopyralid</b>	<b>Redeem R+P</b>	<b>1 – 1.5 quarts/Acre</b>

4. For treatments from May 1 to September 30, surfactants that cause herbicide to adhere to the plant (stickers) shall be applied with herbicides.
5. No spraying of Redeem R+P will take place within 150 feet of open water and wet areas. Weed infestations within 150 feet of water can only be treated with Hardball labeled for treatment of aquatics, unless otherwise approved in writing by the Forest Service. No spray shall come in contact with open water at any time.
6. No spraying shall occur when rain is expected within six (6) hours of completion of the treatment.
7. Nozzles shall be made of stainless steel or ceramic material.
8. All equipment shall be in good mechanical condition and will be inspected prior to work. The spray pattern, application rates, and calibration shall also be checked before beginning the job and thereafter as deemed necessary by the Forest Service.
9. A tight-fitting lid on all spray tanks is mandatory.

Equipment used to draft water from creeks or rivers must be equipped with anti back siphoning devices.

11. Weather conditions shall be monitored before and during all spraying projects. Spraying is NOT allowed when any of the following conditions exist:

Hand-held equipment: temperature greater than 95 degrees F.; humidity less than 20 percent, or wind greater than 5 MPH.

Truck-mounted equipment: temperature greater than 95 degrees F.; humidity less than 20 percent; or wind greater than 5 MPH..

12. Herbicides shall be transported daily to the project site with the following conditions: Transport only the quantity needed for that day's work; transport concentrate containers only in a manner that will prevent spills; and transport spray in a compartment that is isolated from food, clothing, and safety equipment.

13. Mixing shall only occur on site.

14. The Purchaser shall inspect equipment daily for leaks.

15. The Purchaser shall remove all herbicide containers from national forest land and dispose of them in accordance with all local, state, and federal requirements

16. Applicators will complete a daily pesticide application report as required by the Idaho Department of Agriculture. Applicators will use the daily pesticide application report form provided by the Forest Service. Daily application reports shall be submitted to the Forest Service within 10 days of application.

17. When spraying occurs prior to road reconstruction, road reconstruction will not begin for at least 10 days following herbicide application.

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

All hauling will be prohibited during weekends and holidays.

Logging operations will be prohibited in units 30-34 during weekends and holidays.

Helicopter yarding will be permitted Monday through Saturdays, and will be prohibited on Sundays.

Trail 151 will be closed to the public during the weekdays while logging operations are occurring in units 31-42.

Helicopter flight paths over Trail 151, while logs are being yarded, will be prohibited on weekends and holidays.

## Attachment A

# Coeur d'Alene River Ranger District Guidelines for Herbicide Application

### General Application

Herbicide application will be performed by Idaho State Department of Agriculture licensed applicators. Copies of all state applicator records will be provided to the government following each herbicide treatment. In case of a spill, the government will be notified immediately. A form for reporting spills is attached below.

The following herbicides are approved for use on the Coeur d'Alene River Ranger District: Dicamba, 2,4-D, Glyphosate, Picloram, Clopyralid, Triclopyr, Metsulphuron methyl and Chlorosulphuron.

*Picloram and Clopyralid have specific requirements for use near water, see "Application Near Water", below.*

- Apply herbicide only when wind speeds are less than 8 miles per hour.
- Do not apply herbicide if precipitation is expected within 4 to 6 hours.
- All herbicide application will be performed or directly supervised by a state licensed applicator.
- Post all treatment areas of special public concern with signs prior to treatment and immediately following treatment. Such areas include mushroom and huckleberry picking areas, trailheads, campsites, and other high use areas.
- Do not use picloram where there are coarse, sandy soils.

**Application Near Water** (where shallow pools of surface water occur, or run-off is likely, i.e. streams)

- Use only hand sprayers with power equipment within 150 feet of water.
- Do not apply any herbicide within 10 feet of surface water.
- Do not use picloram or clopyralid. Depending on site conditions, glyphosate or aquatically labeled 2,4-D are preferred herbicides.
- Apply herbicide only when wind speeds are less than 5 miles per hour.

**Floodplains** (areas that are flat and seasonally flooded)

- No broadcast spraying within 50 feet of water. Use only mechanical control or hand spray of herbicides.
- Apply herbicide only when wind speeds are less than 8 miles per hour.
- Do not apply herbicide within 10 feet of surface water.
- Do not use picloram or clopyralid.
- Depending on site conditions, glyphosate or aquatically labelled 2,4-D are preferred.

### Identified Sensitive Plant Locations

- Do not use vehicle-based herbicide application within 50 feet from known Sensitive or Forest Species of Concern plant locations. Mechanical control or hand spray are preferred methods.
- Apply herbicide only when wind speeds are less than 5 miles per hour.
- Do not use picloram or 2,4-D (alone).
- Depending on conditions, clopyralid or clopyralid combined with 2,4-D are preferred.

### Conifer Plantations

- Use mechanical control, hand spray of herbicides or hand spray with power equipment. Do not use power boom equipment.
- Do not use picloram. Depending on conditions, clopyralid or clopyralid combined with 2,4-D are preferred.
- Apply herbicide only when wind speeds are less than 5 miles per hour.

### Domestic Water Sources

- All domestic water sources will be identified by the government in advance of spraying and identified on the ground and/or maps supplied to the contractor.
- There will be no spraying within 0.25 mi. upslope or upstream of domestic water sources.

# DISCOVERY OF HAZARDOUS MATERIALS

**Initial information needed when a hazardous material spill is discovered and reported or potential hazardous materials are discovered:**

<b>Name of Individual Reporting Spill:</b>				<b>Phone Number:</b>			
<b>Date and Time of:</b>							
<b>Release/Discovery:</b>				<b>Reported:</b>			
				<b>Duration of Release:</b>			
<b>Include state, county, route, milepost, etc:</b>							
<b>Location:</b>							
<b>Chemical identification number; Other chemical data; Note: for transportation related incidents, this information may be available from the driver, placards on the vehicle, and/or shipping paper</b>							
<b>Chemical Name:</b>							
<b>Noted characteristics of release(e.g. smell, fumes, etc):</b>				<b>Known health risks:</b>			
<b>Appropriate precaution if known:</b>				<b>Source and cause of release:</b>			
<b>Number and type of injuries:</b>				<b>Potential threat to health and environment:</b>			
<b>Estimate of quantity released:</b>		_____ gallons		<b>Quantity reaching water:</b>		_____ gallons	
<b>Name of affected watercourse and distance to source of spill</b>				<b>For transportation incident, name &amp; address of carrier, railcar or truck #</b>			

**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.

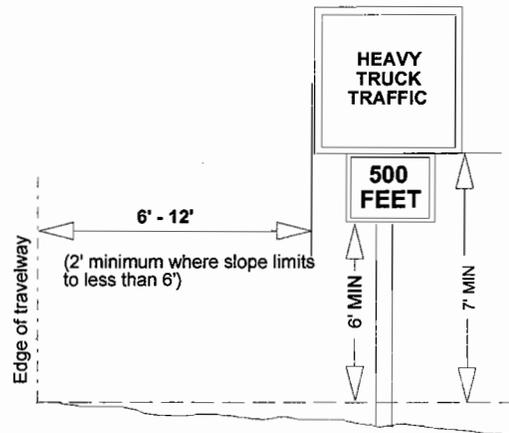


Figure 1: Sign Placement

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	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.

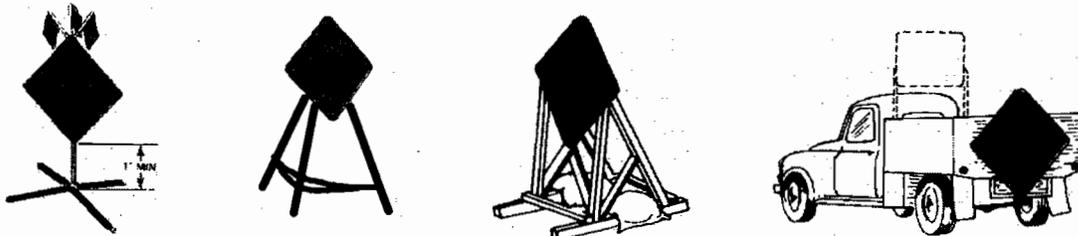
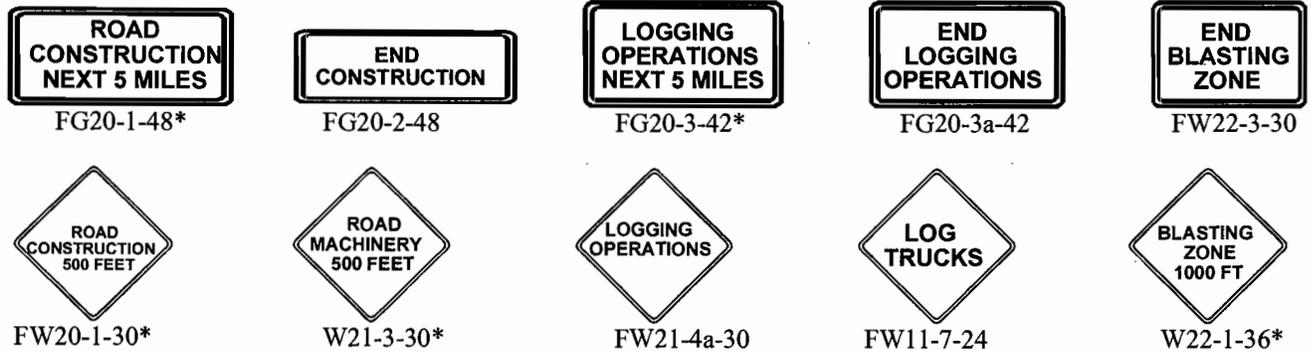


Figure 3: Examples of Temporary/Portable Supports

**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.*





FW8-6-24

\* Specify Distance



FW11-9a-24



W7-3a-24\*



W13-1-18\*\*

\*\* Specify Speed



W20-7aP-24\*



BM-L-O



BM-R-O

Barricade Markers (See MUTCD for length and stripe size)

C6.331 - SAFETY (HELICOPTER OPERATIONS). (10/04) Where helicopter yarding operations are being conducted over or in close proximity to roads and trails shown on Sale Area Map, Purchaser shall furnish and post flaggers during active yarding operations to prevent the passage of vehicular or pedestrian traffic beneath such yarding operations.

Purchaser shall provide radio communications between helicopter yarding operations and the flaggers.

Traffic shall be allowed to pass through operation areas at time intervals not to exceed thirty minutes unless otherwise authorized in writing by Forest Service.

Purchaser shall provide and place at locations specified by Forest Service signs warning potential users of roads and trails in the helicopter operating area that traffic delays can be expected during operating hours. Sign size, wording, and construction shall be in accordance with standard warning signs specified in the Manual of Uniform Traffic Control Devices.

C6.332 - SAFETY (TIMBER HAULING). (10/04) Purchaser shall secure all product 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.

C6.339 - ACCIDENT AND INJURY NOTIFICATION (4/05)

Purchaser shall notify Forest Service of any lost time personal injury accident or any accident or vandalism resulting in personal property damage over \$400 in value that occurs as a result of or is associated with Purchaser's Operations.

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

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

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

C6.351 # - WASHING EQUIPMENT. (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.

C6.4# - CONDUCT OF LOGGING. (10/82) 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
1-18,20-23,26,29-34	Trees shall be felled, insofar as safety permits, to angle in the direction of skidding.
1-18,20-23,26,29-34	Purchaser and Forest Service will agree on felling lead at the time of approval of tractor roads/skyline corridors.
2,8,10,12,14,18,20,22,30,34	Tractor skid roads will be located, approved, (and constructed) in advance of falling.
2,8,10,12,14,18,20,22,30,34	Logs shall be tractor skidded with the leading end free of the ground.
2,8,10,12,14,18,20,22,30,34	Tractors shall be restricted to approved skid roads.
2,8,10,12,14,18,20,22,30,34	The maximum overall width of tractors shall be less than 105 inches.
2,8,10,12,14,18,20,22,30,34	Tractor skid roads shall be no less than 100 feet apart, except where converging.
1-18,20-23,26,29-34	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.
1,3-7,9,11,13,15,16,17,21,23,26,29,31,32,33	Except for lateral yarding, logs shall be yarded with the leading end free of the ground.
1,3-7,9,11,13,15,16,17,21,23,26,29,31,32,33	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.
1,3-7,9,11,13,15,16,17,21,23,26,29,31,32,33	Skyline corridors shall be located on the ground and approved in advance of felling.

Cutting Unit	Conduct of Logging
1,3-7,9,11,13,15,16,17,21,23,26,29,31,32,33	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.
1,3-7,9,11,13,15,16,17,21,23,26,29,31,32,33	The location of all skyline corridors shall be approved by Forest Service in advance of felling trees in corridors or the adjacent timber.
1,3-7,9,11,13,15,16,17,21,23,26,29,31,32,33	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.
1,3-7,9,11,13,15,16,17,21,23,26,29,31,32,33	Notwithstanding other designations for cutting, all trees used to support multispans shall be left uncut.
1,3-7,9,11,13,15,16,17,21,23,26,29,31,32,33	When setting where it is not possible to suspend the leading end of the log during inhaul, an intermediate support will be required. The support must be sufficient to suspend the leading end of the turn as the carriage traverses the skyline.

**C6.422 - HELICOPTER LANDING LOCATION AND CONSTRUCTION.** (5/76) All helispots, heliports, support areas, and other helicopter landing areas shall be located and constructed only as approved by Forest Service in writing.

Those specified landing and service areas shown on Sale Area Map are approved and shall be constructed in accordance with plans and specifications attached hereto.

Landing areas other than those specified on Sale Area Map will be considered for approval under the following conditions:

A. The location and extent of landing area are staked on the ground. The extent or limits shall include the total area of excavation and fill, if any.

B. The clearing needed outside the constructed landing area needed for takeoffs and landings are flagged or otherwise designated.

C. Plans are made to dispose of clearing and landing construction slash and debris.

Landing areas shall be constructed and rock surfaced, if necessary, in such a manner that helicopters, log handling equipment, and service or support equipment are fully supported during Normal Operating Season.

C6.6 - EROSION PREVENTION AND CONTROL. (10/04)

Unless otherwise agreed in writing, Purchaser shall complete erosion prevention and control work required in section B6.6, including Streamcourse protection, within 15 calendar days after completion of skidding and/or yarding operations for each landing.

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

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

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

C6.601# - EROSION CONTROL SEEDING. (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 C5.419# - SYSTEM ROAD STABILIZATION contains a list of the roads requiring seeding and fertilizing.

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

Seed and fertilizer shall be spread evenly at the rate of 19 pounds of seed and 200 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, and 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
Sheep fescue "Durar"	5
Slender wheatgrass "Pryor"	3
Mountain brome "Bromar"	5
Annual rye	4
Alsike Clover	2
Total	19

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
16N-16P-16K	200

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

Notwithstanding the provisions of B6.63 and B6.65, unless otherwise agreed, temporary roads accessing Cutting Units 11, 22 and 23 constructed for use with this sale shall be obliterated after they have served the Purchaser's purpose. Obliteration shall consist of recontouring road prism including all cut and fill slopes to natural ground contour. Equipment will not be permitted to operate outside the clearing limits. In addition, from N/A to N/A tons per acre of clearing or logging slash, stumps or other woody debris shall be placed and scattered uniformly on the top of the recontoured corridor.

C6.661 - 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. (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  
C6.7

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.

Unless otherwise agreed, purchaser will be required to complete slash disposal activities within 60 calendar days or in the same calendar year, whichever is sooner, by unit when the harvest activity is completed. Some exceptions may be granted due to timing of harvest.

**Leave Tops:** All Units

All Included Timber shall have tops and limbs cut from the stems prior to skidding. These tops and limbs shall be left in the cutting units where the timber is felled.

**Lopping:** All Units

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.

**Perimeter Snagging:** All Units, except Unit 22 adjacent to Private, where exterior snagging is not allowed.

Purchaser shall fell all dead trees over 10 feet in height within 100 feet inside and 20 feet outside of constructed firelines. Stump height shall not exceed 12 inches from the ground surface as measured on the uphill side. Trees shall be completely severed from the stump.

**Clean System Roads:** All Units

Purchaser shall dispose of all purchaser created or dislodged logging slash 1 inch large end diameter and 3 feet in length which is created within the clearing limits of system roads, this includes the cut and fill slopes. Slash shall be piled and covered within the right-of-way clearing unless an alternate method of slash disposal is agreed to.

**Hand Fireline:** Units 1-3,5,7-9,11,13,15-18,20-22,26,29,32,35, and 38, as shown on the sale area map.

Firelines shall be constructed by hand around the perimeter or portions of the perimeter as designated on the Hazard Reduction and Site Preparation Map. A fuelbreak shall be cleared of all vegetative debris larger than 2 inches large end diameter and 3 feet long for a minimum width of 8 feet. All vegetative material removed from the fuelbreak shall be scattered within the unit

and not windrowed or otherwise concentrated adjacent to the fuelbreak. Large fuels, such as chunks of logs, shall be placed in line laying up and down the slope so they will not roll down the slope during burning operations. On the exterior edge of the fuelbreak, a fireline will be constructed so that a continuous mineral soil line not less than 12 inches in width shall be cleared to completely expose mineral soil. All material removed in construction of the fireline shall be placed outside of the fireline and scattered so concentrations next to the fireline do not exist.

The fuelbreak on the north and west sides of Unit 22 will be 12 feet wide and the fireline will be 3 feet wide with a cup trench at the bottom of the unit.

**Landing Slash Disposal:** All Landings (See also road and landing use permits, C5.113#)

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.

**Grapple Piling:** Units 10,12,14,23,30,31,34,36,37,39-42, and portions of 11,20,21 and 32

Purchaser shall grapple pile all residual woody material over 2 inches in diameter on the large end and at least 6 feet in length, except for occasional scattered material. Piles shall be at least 4 feet wide, a minimum of 4 feet height, and a maximum of 8 feet high. No pile shall be longer than 10 continuous feet. No pile shall be closer than 6 feet to a merchantable leave tree or unit boundary. Exceptions to the above conditions may be approved in areas where residual leave tree spacing allows for larger piles that would not damage leave trees when burned. All material that extends more than 6 feet beyond the pile contour shall be trimmed off and returned to the pile. All piled material shall be placed parallel in the piles as much as practicable. All piles shall be compacted and be reasonably free of dirt. No stumps shall be placed in the piles.

Purchaser will leave a minimum of 30 pieces and a maximum of 80 pieces of woody material over 6 inches in diameter on the large end and 8 to 50 feet in length scattered over each acre.

The crawler-type excavator shall be equipped with a grapple or a bucket with a thumb, or a combination of both. The machine must have adequate guarding to protect machine and operator. The machine must be capable of reaching 8 feet either side of the machine and be able to pile slash 3 to 20 inches in diameter. The excavator must be capable of operating on 45

percent slide slopes. Purchaser shall utilize a size of machine that is appropriate to the leave tree spacing and avoids damage to the residual stand.

A maximum of 35 percent of the area within the unit uniformly distributed over the area may be scarified down to bare mineral soil. Incidental areas which are impractical to pile may be deleted.

Excavator should walk on slash as much as possible to minimize soil compaction starting at the back of the area to be piled and work their way out.

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.

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.

C6.711 - 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.
5. Control action needed until the fire is out.

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

A. All timber within the road clearing limits which contains a product meeting the minimum piece specifications stated in A2 shall be felled (not pushed over) and bucked in advance of road construction. All timber shall be felled within the clearing limits whenever it is feasible to do so.

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

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

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

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

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

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

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

C6.822# - PRESENTATION FOR WEIGHT SCALING. (3/07) To facilitate the requirement of B6.82 that loads be presented so that they may be weighed 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 as a single unit with the gross and tare weights stamped and recorded by an automatic recording device on the scales. In addition to the gross weight and the tare weight of the load, Purchaser shall record the following information on each weight slip:

- a. Sale name
- b. Load Removal Receipt 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 Receipt 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.

D. Clearly and legibly paint the last three digits of the Load Removal Receipt in large numbers in **Black** colored paint on the back end of at least three (3) logs of every load transported from the Sale Area

C6.823 - VOLUME DETERMINATION. (10/04) Volume determination shall be based on Weight Measurement unless otherwise agreed. Products shall be weighed on certified scales at locations agreed to by Purchaser and Forest Service. The weight ticket, showing sale name, truck ticket number, date and time weighed, and the gross and tare weights, shall be attached to the Truck Ticket Scaler Receipt/Permit and placed in the location(s) as designated by the Forest Service. Upon request, Purchaser shall furnish Forest Service a copy of the scales certification.

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

If load removal receipts or weigh tickets 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. (10/04) Products shall be accounted for as follows:

A. Requirements Applicable to Purchaser 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 Woods Receipt Ticket Book

a. Forest Service will issue to Purchaser or designated representative(s) serially numbered Woods Receipt ticket books for use only on this sale. Woods Receipt ticket books whether used or unused shall be accountable property of Forest Service and shall be returned to issuing District Ranger in accordance with instructions contained on cover of each book.

b. Purchaser shall require:

1. All receipts 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. Receipts shall be attached in accordance with instructions on inside cover of Woods Receipt ticket book.
2. Before products are hauled, truck driver to sign legal signature in ink on Woods Receipt stub.
3. Purchaser shall assure that all used Scaler Receipts are returned to the issuing Contracting Officer or as otherwise agreed.

### C. Requirements Applicable to Weight Slips

#### a. Purchaser shall assure that:

1. All products removed are presented for weighing at agreed to locations and that gross and tare weights are obtained on certified scales.
8. That weight slips for each load are attached to proper Scaler Receipt and
9. deposited in accordance with procedures established by the Forest Service.

C6.849 - ROUTE OF HAUL. (10/04) Within 60 days of date Forest Service executes and returns contract and as part of the annual Operating schedule, Purchaser shall furnish Forest Service a map and a written general plan for hauling Included Timber from Sale Area. The plan shall set forth:

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

Forest Service written approval of the haul route(s) and weight scales is prerequisite to commencement of Purchaser's operations. The designated weight scales must be certified to be acceptable by Forest Service. The Purchaser may be required to furnish Forest Service a copy of certification upon request.

Upon advance written agreement, other haul routes may be approved. All 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 for more than 12 hours in reaching weighing location.

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

Locations for accountability checks shall be agreed to by Purchaser and Forest Service in advance of haul. Such locations shall be established only in areas where it is safe to stop trucks.

Forest Service will notify Purchaser of the methods to be used to alert truck drivers of an impending stop.

C6.929- 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

C7.2 - NORMAL PRECAUTIONS. (2/02) 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 shall apply during the period stated in A12 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 more than 20 individuals on Sale Area, excluding truck drivers, shall furnish a tool cache with a minimum of one serviceable tool per person in the following configuration:

Axe, double bit, 3.5#, 10%

Shovels (round point #0 lady or equal), 45%

Pulaskis, 45%

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 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.

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 presuppression 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 handpump attached shall be immediately available for use in the event of a fire start.

C7.201 - FIRE PRECAUTIONS (HELICOPTER). (2/05) In addition to Normal Precautions provided for in C7.2, Purchaser shall provide or take the following precautions or actions where helicopter yarding is specified or permitted.

A. Fire tools, including backpack pump and tool boxes, required at landings shall have a sling arrangement for immediate helicopter transportation of the tools to the vicinity of any fire within Sale Area. The sling arrangement shall not impede access to the tools.

B. Notify Forest Service immediately upon discovery of any fire in or adjacent to the operating area.

C. Store inflammable liquids (fuel) only in tank trucks or trailers specifically designed for storing and transporting liquid fuel or in stationary tanks securely bedded on skids or frames to prevent rolling or tipping. Fuel storage area shall be adequately diked with dirt to prevent fuel spillage or leakage from spreading beyond the diked area. Mobile fuel tanks (trailers or trucks) shall also be parked within a diked area.

Polyethylene, rubber or other flexible type fuel storage facilities will not be permitted on National Forest land.

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Polyethylene, rubber or other flexible type fuel storage facilities will not be permitted on National Forest land.

D. Provide at fuel servicing operations fire extinguishers which have the following ratings based on the open hose discharge capacity, i.e., "broken hose" of the aircraft fueling system:

1. Where said capacity does not exceed 200 gallons per minute, at least one (1) approved extinguisher having a minimum rating of 20-B,
2. Where said capacity is in excess of 200 gallons per minute, but not over 350 gallons per minute, one (1) approved extinguisher having a minimum rating of 80-B,
3. Where said capacity is in excess of 350 gallons per minute, two (2) approved extinguishers, each having a minimum rating of 80-B.

Extinguishers of over 50 pounds gross weight shall be of the large diameter wheel type or be mounted on carts to provide mobility and ease of handling.

E. Provide a suitable helicopter water bucket which can be readily lifted and transported by the yarding helicopter to deliver water to a fire by dropping the water from the bucket by a remote gate release. The bucket shall be of a size capable of holding water equal in weight to 60 percent of the helicopter's external gross load as indicated in the Flight Operation Manual accompanying the helicopter and as approved by the Federal Aviation Administration for a standard day.

The bucket shall be located at the landing to which the helicopter is yarding logs and be ready for immediate use with a maximum hookup and get-away time of five (5) minutes. The bucket will either be kept full of water or retardant to the lift capacity of the aircraft at expected temperatures or a system provided acceptable to Forest Service, which has the capacity to fill the bucket within the 5-minute maximum hookup and get-away time.

Purchaser shall develop or provide a water source from which the required bucket can be hoverfilled at least three (3) times without resupply. The water source, natural or artificial, shall be within five (5) minutes, round trip, by helicopter from Sale Area.

At least once a month the water bucket will be checked by making at least one (1) hookup and drop to assure that it is in operating condition.

F. Every aircraft used in conjunction with Purchaser's Operations shall be equipped with an operable radio system. The radio system shall be capable of transmitting and receiving on VHF frequency 122.85 Megahertz (MHz) with a minimum output of 5 watts at the transmitter. The system shall be located and installed so that the pilot can operate it while flying. A shielded all-weather broad-band antenna shall be part of the system. Radio and antenna shall be properly installed and maintained.

Upon discovery or notification of a fire on the Sale Area, all aircraft pilots controlled by the Purchaser shall monitor VHF frequency 122.85 MHz within 5 miles of the fire and broadcast their intentions.

D. Provide at fuel servicing operations fire extinguishers which have the following ratings based on the open hose discharge capacity, i.e., "broken hose" of the aircraft fueling system:

1. Where said capacity does not exceed 200 gallons per minute, at least one (1) approved extinguisher having a minimum rating of 20-B,
2. Where said capacity is in excess of 200 gallons per minute, but not over 350 gallons per minute, one (1) approved extinguisher having a minimum rating of 80-B,
3. Where said capacity is in excess of 350 gallons per minute, two (2) approved extinguishers, each having a minimum rating of 80-B.

Extinguishers of over 50 pounds gross weight shall be of the large diameter wheel type or be mounted on carts to provide mobility and ease of handling.

E. Provide a suitable helicopter water bucket which can be readily lifted and transported by the yarding helicopter to deliver water to a fire by dropping the water from the bucket by a remote gate release. The bucket shall be of a size capable of holding water equal in weight to 60 percent of the helicopter's external gross load as indicated in the Flight Operation Manual accompanying the helicopter and as approved by the Federal Aviation Administration for a standard day.

The bucket shall be located at the landing to which the helicopter is yarding logs and be ready for immediate use with a maximum hookup and get-away time of five (5) minutes. The bucket will either be kept full of water or retardant to the lift capacity of the aircraft at expected temperatures or a system provided acceptable to Forest Service, which has the capacity to fill the bucket within the 5-minute maximum hookup and get-away time.

Purchaser shall develop or provide a water source from which the required bucket can be hoverfilled at least three (3) times without resupply. The water source, natural or artificial, shall be within five (5) minutes, round trip, by helicopter from Sale Area.

At least once a month the water bucket will be checked by making at least one (1) hookup and drop to assure that it is in operating condition.

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C8.66# – 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 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.

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