

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.

C2.38# - SPECIES DESIGNATION. (2/02) Within the following cutting units shown below, listed species are designated for cutting when they meet (a) utilization standards and (b) are smaller than the stump diameter listed below and shown on the Sale Area Map:

Unit	Designated Species	Maximum Stump Diameter - (Inches)
1	LP	NA
1	L,H,C	13
1	DF,GF	16
2,2a	LP	NA
2,2a	L,H,C	13
2,2a	DF,GF	18
3,8b,8d,9	LP	NA
3,8b,8d,9	L,C	13
3,8b,8d,9	DF,GF,H	16
4,4a	LP,GF	NA
4,4a	L,DF	13
4,4a	H,C	16
5,8c,17	LP,GF,H,C	NA
5,8c,17	L	13
5,8c,17	DF	16
6,6a	LP	NA
6,6a	L,DF	13
6,6a	GF,H,C	16
7,10	LP,GF	NA
7,10	L,H,C	13
7,10	DF	16
8a	LP,GF,H	NA
8a	L	13
8a	DF,C	16
11	LP	NA

Unit	Designated Species	Maximum Stump Diameter – (Inches)
11	L,GF,H,C	12
11	DF	14
12a	LP,H	NA
12a	L	13
12a	DF,GF,C	18
12b	LP,GF,H,C	NA
12b	L	13
12b	DF	18
14	LP,GF,H,C	NA
14	L,PP,WP	11
14	DF	18
16	LP,H	NA
16	DF,GF	14
16	C	12
18	LP,GF,H	NA
18	L	11
18	DF,C	14
19	LP	NA
19	L,C	11
19	DF,H	13
19	GF	22
20	LP,GF,H	NA
20	L,C,PP,WP	11
20	DF	18
21	LP	NA
21	L,DF,GF,H,C,PP,WP	13
22	LP	NA
22	L	13
22	DF,H,C	14
22	GF	22
29	LP,GF,H	NA
29	L	13
29	DF,C	22
29a	LP	NA
29a	GF,H,C	11
30	LP,GF,H,C	NA
30	L,PP,WP	11
30	DF	14
31	LP,GF,H	NA
31	L,C	11
31	DF	14
33	LP,GF,H	NA
33	L	12
33	DF,C	18
34	LP,GF,H	NA
34	DF	20
34	C	14

Stump diameter will be measured at 4 inches above ground level on the uphill side of the tree. A minimum stump height of 4 inches above ground level on the uphill side shall be left in the units listed above.

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

Trees to be left standing are marked with a horizontal stripe of orange paint at about dbh and an orange mark below stump height.

In addition to species listed above, trees to be cut in units 1, 5, 7, 8a, 8b, 8c, 8d, 9, 10, 11, 12a, 12b, 14, 16, 17, 18, 20, 21, 29, 29a, 30, 31, 33, and 34 are marked with a horizontal stripe of blue paint at about dbh and a blue mark below stump height. In units 2, 2a, 3, 4, 4a, 6, 6a, 19, and 22 trees to be cut are marked with a horizontal stripe of yellow paint at about dbh and a yellow mark below stump height.

All cutting unit boundaries have been marked on three sides of cutting unit boundary trees with streaks of orange paint extending from near ground level to a height of 6 feet or more, and orange stump marks. The middle streak faces the cutting unit. Where a cutting unit is adjacent to a road, the road is the boundary and no paint was used. Trees used for boundary designation are not to be cut.

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

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)

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 flagging on centerline, Temp 34 and orange flagging on centerline, Temp 29.

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

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

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

Purchaser is authorized to use the private road subject to the terms and conditions of a Temporary Road Use Permit between Forest Service and Stimson Lumber Company. A copy of said permit is available for review in the office of the District Ranger, Sandpoint, ID and the Forest Supervisor Idaho Panhandle NF, Coeur d’Alene, ID .

Purchaser is authorized to construct the county encroachment for the proposed temporary road subject to the terms and conditions of a Encroachment Permit between the Forest Service and the Bonner County Public Works Road and Bridge Department. A copy of said permit is available for review in the office of the District Ranger, Sandpoint, ID and the Forest Supervisor Idaho Panhandle NF, Coeur d’Alene, ID .

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

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

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

Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
2642	Contest Mountain	Begin	End	R	Hauling is restricted on weekends from 6 pm Friday to midnight Sunday and on the following weekends: Easter, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving, Christmas and New Years Day

C5.13# – ROAD COMPLETION DATE. (4/04) Construction of Specified Roads shall be completed no later than October 15, 2009; except for earlier construction completion dates for roads listed below:

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

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

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

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

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

When Purchaser constructs Specified Roads and requests Contract Term Adjustment, completion dates shall be adjusted by number of days that qualify for such adjustment, provided such qualifying days occur before specified construction completion date. When Purchaser desires to construct an alternate facility under B5.26, Forest Service and Purchaser shall agree, in writing, on a construction completion date for alternate facility. Contract Term Adjustment as noted

above will apply. Completion date shall be adjusted where a Design Change or physical changes necessitate a modification of Specified Road construction work that increases the scope or magnitude of the required work.

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

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

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

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

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

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

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

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

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

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

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

Purchaser may, when agreed in writing, use on the project such suitable stone, gravel, and sand, or other material found in the excavation, and will earn a cost allowance for the excavation of

such materials at the corresponding contract unit price and for the pay items for which the excavated material is used. Purchaser shall replace, without additional cost allowance, sufficient suitable materials to complete the portion of the work that was originally contemplated to be constructed with such material. Purchaser shall not excavate or remove any material, except that which is within the excavation limits, without written authorization from Forest Service.

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

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

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

Materials produced or processed from National Forest lands in excess of the quantities required for performance of this contract are the property of Forest Service, unless prior written agreement has been obtained to use excess material on other National Forest sales. Forest Service is not obligated to reimburse Purchaser for the cost of their production.

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

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

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

**Contract Road Maintenance Requirements Summary
Applicable Prehaul Road Maintenance Specifications**

Road	Termini		Miles	T101	T103	T108	T301	T310	T506	T508		
	From	To										
2642E	End	2642	0.5	P	-	P	P	P	P	P		
2642F	Temp rd	2642	0.9	P	-	P	P	P	P	P		
2642D	End	2642	0.7	P	-	P	P	P	P	P		
2642B	End	2642	0.7	P	-	P	P	P	P	P		
2642C	MP 0.3	2642	0.3	P	-	P	P	P	P	P		
2642G	MP 0.3	2642	0.3	P	-	P	P	P	P	P		
2642A	MP 0.2	2642	0.2	P	-	P	P	P	P	P		
2642	End	C247	6.7	P	-	P	P	P	P	P		

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

Applicable During Haul Road Maintenance Specifications

Road	Termini		Miles	T101	T103	T108	T301	T310	T506	T508		
	From	To										
2642E	End	2642	0.5	P	P	P	P	P	P	P		
2642F	Temp rd	2642	0.9	P	P	P	P	P	P	P		
2642D	End	2642	0.7	P	P	P	P	P	P	P		
2642B	End	2642	0.7	P	P	P	P	P	P	P		
2642C	MP 0.3	2642	0.3	P	P	P	P	P	P	P		
2642G	MP 0.3	2642	0.3	P	P	P	P	P	P	P		
2642A	MP 0.2	2642	0.2	P	P	P	P	P	P	P		
2642	End	C247	6.7	P	P	P	P	P	P	P		

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

Applicable Post Haul Road Maintenance Specifications

Road	Termini		Miles	T101	T103	T108	T301	T310	T506	T508		
	From	To										
2642E	End	2642	0.5	P	-	P	P	P	P	P		
2642F	Temp rd	2642	0.9	P	-	P	P	P	P	P		
2642D	End	2642	0.7	P	-	P	P	P	P	P		
2642B	End	2642	0.7	P	-	P	P	P	P	P		
2642C	MP 0.3	2642	0.3	P	-	P	P	P	P	P		
2642G	MP 0.3	2642	0.3	P	-	P	P	P	P	P		
2642A	MP 0.2	2642	0.2	P	-	P	P	P	P	P		
2642	End	C247	6.7	P	-	P	P	P	P	P		

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

SPECIFICATION T-101 SURFACE BLADING

DESCRIPTION

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

REQUIREMENTS

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

3.2 The blading shall be performed in such a manner as to preserve the existing cross section and to conserve surface materials. On gravel surfaced roads, the base must not be disturbed and no surface material may be bladed into the ditch or over the road shoulders. Blading of native surface roads shall be performed so no base material under four (4) inches in the greatest dimension is lost. All ruts, holes, etc., shall be removed by scarifying and/or cutting to the bottom of any surface irregularities. Oversize material brought to the surface in the scarification process shall be removed from the roadway. Surface material which has been displaced to the shoulders, turnouts, outside of curves, etc., shall be brought back so as to leave a uniform depth on the traveled way at completion of blading. Water shall be applied during blading if sufficient moisture is not present to prevent segregation.

3.3 Roadside cutslopes or berms shall not be undercut.

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

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

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

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

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

SPECIFICATION T-103 DUST ABATEMENT

DESCRIPTION

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

MATERIALS

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

REQUIREMENTS

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

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

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

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

SPECIFICATION T-108 SLIDE REMOVAL AND SLUMP REPAIR

DESCRIPTION

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

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

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

REQUIREMENTS

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

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

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

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

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

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

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

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

SPECIFICATION T-301 DITCH CLEANING

DESCRIPTION

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

REQUIREMENTS

3.1 Slough Material.

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

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

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

SPECIFICATION T-310 MINOR DRAINAGE STRUCTURES

DESCRIPTION

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

MATERIALS

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

REQUIREMENTS

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

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

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

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

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-508 SEEDING

DESCRIPTION

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

REQUIREMENTS

3.1 Purchaser shall provide and apply the required kinds and amounts of seed and fertilizer in accordance with the requirements in C6.601#.

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

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 # 2642. 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
2642	4.4	Jct w/road 2642D & Cty Rd# 247	Scatter
2642A	0.2	M.P. 0.2 -2642	Scatter
2642C	0.3	M.P. 0.3 - 2642	Scatter
2642F	0.9	Temp road Unit 29 & 2642	Scatter

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 inches above the road surface unless specifically removed from the requirements in writing.

6. Snow must not be removed to the road surface. A minimum 2 inch depth must be left to protect the roadway.

7. Purchaser's damage from, or as a result of, snow removal shall be restored in a timely manner.

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: \$0.15 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
2642A	Jct w/road 2642	Purchaser	Stockyard gate	Purchaser	
2642B	Jct w/road 2642	Purchaser	Stockyard gate	Purchaser	
2642D	Jct w/road 2642	Purchaser	Stockyard gate	Purchaser	
2642E	Jct w/road 2642	Purchaser	Stockyard gate	Purchaser	
2642F	Jct w/road 2642	Existing*	Stockyard gate	Purchaser	

***Gate on road 2642F is in place but needs to be removed and installed at the private property boundary.**

During the life of this contract, Purchaser shall install temporary barricades at locations designated "Temporary activity Barricade" on Sale Area Map and shown below. Temporary barricades shall be installed so that they may be readily opened by Purchaser or Forest Service for access to Sale Area in case of fire or other emergency. Official vehicle traffic shall also

include administrative traffic by Forest Service and other landowners for the administration of their lands. Purchaser shall provide and post approved signs as authorized by Forest Service. Installation of Temporary Activity Barricades shall follow closure details attached hereto and made a part hereof.

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

TEMPORARY ACTIVITY BARRICADES

Road Number	Location	Closure Method
N/A		

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

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

C6.10 - PREWORK CONFERENCE. (10/04) Annually, prior to commencement of work, a prework conference will be held to discuss contract terms and work performance requirements. Also at this meeting such things as responsibility under OSHA, and procedures for how

undesigned timber that may have to be added to the contract (including danger trees) shall be discussed and documented.

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

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

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

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

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

Cultural Resource Protection Measures:

N/A

Wildlife and Botanical Protection Measures:

Northern Goshawk

Purchaser’s activities in units 1, 2, 2a, 3, 34, and road work on roads 2642B, 2642G shall be suspended from March 15 to August 15. Activity restrictions will be removed after June 30 if the Forest Service determines the nest site is inactive or unsuccessful.

Sensitive Plants

A sensitive plant site adjacent to unit 11 has been protected by providing a buffer of no activity area. Fell trees away from the site and keep equipment out.

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 15 and October 1, unless otherwise agreed in writing.
- C. Follow the “TECHNICAL SPRAYING SPECIFICATIONS”.

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

Road Number(s)	Road Termini MP to MP	Herbicide	Prehaul	Posthaul
2642	M.P. 6.7 to 0.0	To be determined	Yes	No
2642A	M.P. 0.2 to 0.0	To be determined	Yes	No
2642C	M.P. 0.3 to 0.0	To be determined	Yes	No
2642E	M.P. 0.3 to 0.0	To be determined	Yes	No

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

1. The Purchaser shall give the Forest Service a 48 hour notification prior to spraying.
2. Spraying will be done by a State of 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.

Common Name	Trade name(s)	Application Rate (lbs active ingredient/ acre or oz/ac)
Banvel	Dicamba	To be determined.
Tordon	Picloram	To be determined.
Rodeo	Glyphosate	To be determined.
Transline	Clopyralid	To be determined.
Garlon	Triclopyr	To be determined.
Escort	Triclopyr Metsufuron Methyl	To be determined.

4. For treatments from N/A to N/A, surfactants that cause herbicide to adhere to the plant (stickers) shall be applied with herbicides.
5. No spraying will take place within 10 feet of open water and wet areas. Weed infestations within N/A feet of water can only be treated with N/A 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 State 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:

Road work activities in live water which generate the potential for instream sedimentation are prohibited from April 1 to July 15th in Gold Gulch and its tributaries, along road 2642.

For safety reasons, no logging operations in all cutting units during the peak summer season, from Fourth-of-July through Labor Day.

Operations in units 1, 2, 10, 12a, 12b, 14, and 34 that are close to private residences shall be restricted and allowed only between the hours from 7a.m. to 7 p.m.

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.

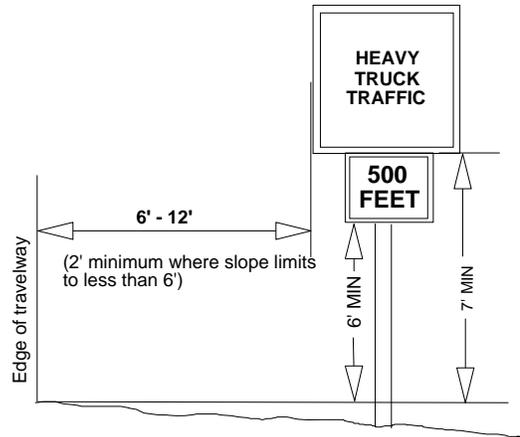


Figure 1: Sign Placement

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.

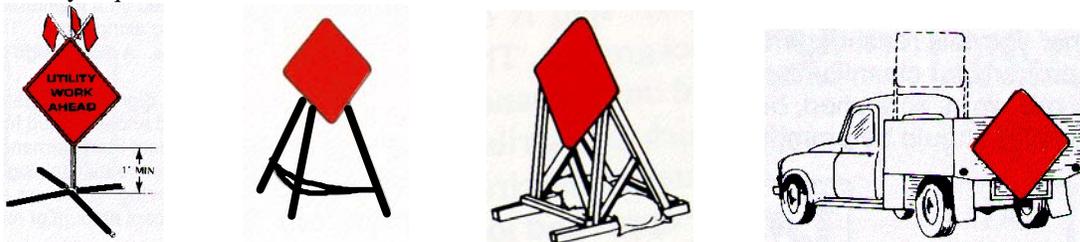


Figure 3: Examples of Temporary/Portable Supports

SIGNS

SIGNS

The following signs meet the intent of Timber Sale Contract Provision B6.33, SAFETY.
This is not a complete listing of signs that may be needed.



FG20-1-48*



FG20-2-48



FG20-3-42*



FG20-3a-42



FW22-3-30



FW20-1-30*



W21-3-30*



FW21-4a-30



FW11-7-24



W22-1-36*



FW8-6-24



FW11-9a-24



W7-3a-24*



W13-1-18**



W20-7aP-24*

* Specify Distance

** Specify Speed



BM-L-O



BM-R-O

Barricade Markers (See MUTCD for length and stripe size)

C6.332 - SAFETY (TIMBER HAULING). (10/04) Purchaser shall secure all products transported by truck with at least two chain or cable wrappers over the load, such wrappers being securely fastened to effectively contain every bolt or log in at least two places.

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
ALL	Trees shall be felled, insofar as safety permits, to angle in the direction of skidding.
ALL	Purchaser and Forest Service will agree on felling lead at the time of approval of tractor roads/skyline corridors.
1,3,4,4a,6,6a,7,10,11,12b,16,18,19,21,22,29a,31,34	Tractor skid roads will be located, approved, (and constructed) in advance of falling.
1,3,4,4a,6,6a,7,10,11,12b,16,18,19,21,22,29a,31,34	Logs shall be tractor skidded with the leading end free of the ground.
1,3,4,4a,6,6a,7,10,11,12b,16,18,19,21,22,29a,31,34	Tractors shall be restricted to approved skid roads.
1,3,4,4a,6,6a,7,10,11,12b,16,18,19,21,22,29a,31,34	Tractor skid roads shall be no less than <u>75</u> feet apart, except where converging.
1,3,4,4a,6,6a,7,10,11,12b,16,18,19,21,22,29a,31,34	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.
11, 22	Tractor skidding is allowed only over <u>10</u> inches of machine packed snow or 4 inches frozen ground or a 6 inch machine packed snow with 2 inch frozen ground
2,2a,5,8a,8b,8c,8d,9,12a,14,17,20,29,30,33	Except for lateral yarding, logs shall be yarded with the leading end free of the ground.
2,2a,5,8a,8b,8c,8d,9,12a,14,17,20,29,30,33	The skyline logging system shall provide for lateral yarding distance up to <u>75</u> 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.
2,2a,5,8a,8b,8c,8d,9,12a,14,17,20,29,30,33	Skyline corridors shall be located on the ground and approved in advance of felling.
2,2a,5,8a,8b,8c,8d,9,12a,14,17,20,29,30,33	The location of all skyline corridors shall be approved by Forest Service in advance of felling trees in corridors or the adjacent timber.
2,2a,5,8a,8b,8c,8d,9,12a,14,17,20,29,30,33	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.
2,2a,5,8a,8b,8c,8d,9,12a,14,17,20,29,30,33	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.
4,6,12b,21	A skyline swing is required. The skyline system used must be capable of keeping the leading end of the logs suspended above the ground during inhaul except for a distance of __N/A__ feet from the tail tree. The location of the swing corridor must be located on the ground and approved in advance of use.

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

Cutting Unit	Item or Area to be Protected	Protection Measure
All	Soils	Mechanical felling shall be approved in advance. Equipment will be allowed off of skid trails if the machine travels on snow, frozen ground, or a slash mat, where feasible.
2,3,4,4a,5,6,6a,7,8b,8c,8d,10,11,12a,16,18,19,20,22,33	Private Property	Fell trees away from private property boundaries. Stump heights shall be no greater than 6” within 75 ft adjacent to private boundary
1, 34	Private Property	Stump heights shall be no greater than 6” within 75 ft adjacent to private boundary on the north end of unit 34 and the lower eastside of unit 1.
All	Large woody debris recruitment and long-term site productivity.	Large diameter snags not designated for removal (greater than 15 inches dbh), aspen and birch trees that are felled for safety reasons would remain on site.

11, 18 20, and 21	Recreation Trails Visuals	Stump heights shall be no greater than 6” within 75 ft adjacent to rec trails. Fell trees away from trails. No felling or harvesting equipment permitted within the 75 feet buffer.
1, 2, 3, 4, 4a, 5, 6, 6a, 7, 8b, 8c, 8d, 10, 11, 12a, 16, 18, 19, 20, 22, 33, and 34.	Visuals	Stump heights shall be no greater than 6” within 75 ft adjacent to roads 2642, 2642C, 2642G, or Bottle Bay C122.

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 18 pounds per acre of seed (moist site mix) 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 May 1 to June 15, and/or September 1 to September 30. 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	PLS LBS/AC
Slender wheatgrass "Pryor" or "Revenue" (<i>Elymus trachycaulus</i> ssp. <i>trachycaulus</i>)	3.0
Sheep fescue "Durar" (<i>Festuca ovina</i>)	5.0
Mountain brome "Bromar" (<i>Bromus marginatus</i>)	5.0
Annual rye (<i>Lolium multiflorum</i>)	4.0
Streambank wheatgrass "Sodar"	1.0
TOTAL	18.0

Acceptable substitutes:

Blue wildrye "Arlington" or "Elkton" (*Elymus glaucus*) @ 3 PLS LBS/AC for slender wheatgrass
 Use of Alsike clover has been removed since it would conflict with other resource values (e.g. grizzly bear habitat).

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-16 K or 10N – 16P -10K	200

C6.62# – SITE SPECIFIC WETLANDS PROTECTION MEASURES. (7/01) Measures needed to protect wetlands identified on the Sale Area Map or on the ground include:

Wet areas have been excluded from cutting with painted boundaries. Fell trees away from wet areas and equipment is prohibited.

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 units 29 and 34 or Cutting Unit(s) N/A and tractor roads within N/A or Cutting Units N/A 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 7 to 14 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.

GOLD CROWN

HAZARD REDUCTION AND SITE PREPARATION.

Grapple Pile Landings: All Units

For the purpose of this sale, a landing is anywhere logs or products are gathered for loading. Logs not meeting merchantability specifications accumulated at landings shall be decked, grapple piled or returned to the woods as directed by the Forest Service. Other slash accumulated at landings shall be grapple piled. Piles shall be reasonably compact and free of soil to facilitate burning. Piles shall be placed as near to the center of the landing as possible, but not to impair safe travel on system roads. No piling at trailheads or turnouts.

Limb and Lop Tops: All Units

Prior to yarding operations, purchaser shall cut all exposed limbs from felled designated timber. Such limbing will be done to a top diameter of approximately 4 inches, at which point the top will be cut from the remainder of the stem. Limbs shall be lopped from the remaining top so that the limbs will not extend over 18 inches of height above the ground. In units to be grapple piled, buck unutilized portions into 10 - 12 foot lengths. There is no option to yard tops in any unit.

Fell Damaged Residuals:Units

1,3,4,4a,5,6,6a,7,8a,8b,8d,9,10,11,12a,12b,16,17,18,19,20,21,
22,29a,31,33,and 34

Purchaser shall fell all species not meeting minimum diameter specifications for included timber that are damaged beyond recovery by the Purchaser's operations. Such trees shall be limbed to a stem diameter of approximately 3 inches, at which point the top shall be cut from the remainder of the stem. Unutilized portions shall be bucked into 10 -12 foot lengths.

Site Prep Slashing: Units 2, 2a, 8c, 10, 14, 20, 29, and 30

Purchaser shall fell all residual live and dead coniferous trees and maple trees not meeting utilization standards < 7.0" dbh and over 4 feet in height, unless otherwise designated to be left standing. Stump height shall not exceed 12 inches from the ground surface as measured on the uphill side, except in areas where indicated on the sale area map. Trees shall be completely severed from the stump. All material slashed shall be bucked into 10- 12 feet lengths. Do not slash an area along rd 2642 in unit 10 (100' x 50') for wildlife screen, as designated by the sale administrator.

Fireline Construction (Excavator): Units 2, 2a, 7, 8a, 8c, 10, 12a, 17, 20, 29, 30, and 33

In cutting units or portions of cutting units shown on the Hazard Reduction and Site Preparation Map, purchaser shall construct a machine fireline (excavator). Purchaser shall slash and buck all vegetative material, except those designated as leave trees for a minimum width of 20 feet. Firelines shall be cleared of all combustible material for a minimum width of 16 feet. Vegetative material cleared in fireline construction shall be placed in the cutting unit relatively free of mineral soil and scattered to avoid concentrations near the line. No material will be placed outside the fireline or cutting unit boundary. In areas where there has been little or no harvest adjacent to the unit boundary green trees 7 inches and greater dbh shall be left standing when sufficient space exists for the excavator to operate. Those trees left shall be pruned to a height of 6 feet. A continuous line not less than 2 feet wide or more than 4 feet wide shall be cleared to mineral soil, the mineral soil line shall be located on the outer edge of the fireline clearing. Erosion control barriers (waterbars) will be constructed where erosion potential occurs, as determined by the sale administrator.

Equipment acceptable for machine fireline (excavator) construction is a track mounted excavator type backhoe. The excavator must weigh 18,000 lbs or less, have an engine flywheel rating of not more than 60 horse power, and be equipped with a blade. Fireline may also be constructed to the above specifications by hand or other method if approved in writing by the Forest Service.

Fireline Construction (Hand): Units 2, 2a, 5, 7, 11, 14, 17, 20, 30, and 33

In cutting units or portions of cutting units shown on the Hazard Reduction and Site Preparation Map, purchaser shall construct a hand fireline. A fuelbreak shall be cleared of all vegetative material for a minimum width of 8 feet. Vegetative material cleared in fireline construction shall be placed in the cutting unit relatively free of mineral soil and scattered to avoid concentrations near the line. No material will be placed outside the fireline or cutting unit boundary. In areas where there has been little or no harvest adjacent to the unit boundary green trees 7 inches and greater dbh shall be left standing. Those trees left shall be pruned to a height of 6 feet. A continuous line not less than one foot wide shall be cleared to mineral soil, the mineral soil line shall be located on the outer edge of the fireline clearing.

Firelines installed along the bottom of a unit on slopes over 35 percent will be "V" shaped, at least 12 inches deep, with dirt thrown over the duff and debris just outside the mineral soil line.

Grapple Piling: Units 1, 3, 4, 4a, 6, 6a, 8d, 9, 12a, 16, 18, 19, 20, 21, 22, 34

Purchaser shall machine pile all logging slash (unless some of the woody material larger than 6-8" in diameter is needed to meet the minimum retention specifications as discussed below) of which most will be in the 0 - 4.5" size class. Piles shall be

compact, free of soil with no large stumps, and of sufficient size to facilitate burning. Piles will be a minimum of height of 6 feet and shall be placed no closer than 50 feet from the outside perimeter of the unit, streams, wet areas, or other areas as designated on the ground by the Forest Service, and 75 feet from trails and roads 2642, 2642C, 2642G, county 122. Placement of piles shall be such to protect the residual timber stand, as much as possible, and to stay off cut and fill slopes of roads. A ratio of two vertical feet to 3 horizontal feet is best for burning. No pile shall be closer than 30 feet from any standing reserve trees, unless agreed otherwise by the sale administrator. All material extending more than 2 feet beyond the outside perimeter of the pile shall be trimmed off and returned to the pile. Slash must be tightly pressed into piles to facilitate burning. The work may occur on slopes up to 45%. It is acceptable to leave isolated pockets of slash on excessively steep slopes, wet or rocky surfaces, or light fuel loadings. Windrows will not be acceptable. Purchaser will leave a minimum of 17 and a maximum of 33 tons per acre of woody material over 6-8 inches in diameter, **unpiled and scattered over each acre whenever possible. The largest diameter pieces of wood are preferred for retention** as are the unsound, decomposing pieces.

Soil erosion must be minimized by providing adequate erosion control barriers, waterbar as necessary. Operating on excessively wet, saturated soil will be avoided. The work will be done when the soil moisture is less than 25%. Machine shall stay on skid trails and slash mats, when possible. Detrimental soil disturbance caused by the fuel reduction and slash treatment activities (soil compaction and displacement) shall not exceed 15% of the treatment area.

The excavator must be capable of operating on up to 45 percent side slopes. The maximum operating weight of the equipment will not exceed 32,000 lbs. This includes a mounted hydraulic thumb and cylinder, fuel and hydraulic tank filled to capacity, full forestry machine guarding package installed. The machine should be capable of reaching 20 feet either side of the machine and be able to pile slash at least 10 feet in height.

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.
- 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.

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

C6.822# - 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 blue, black, yellow, red, orange or green 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.
- That weight slips for each load are attached to proper Scaler Receipt and 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 suppression plan.

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

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.