

R4-CT2.301# - CUTTING UNIT BOUNDARIES. (9/01) The boundaries of cutting units are designated as shown in the following table. The trees used for boundary designation are not to be cut.

Cutting Unit Boundary Designation Table

Cutting Unit (s)	Paint Color	Description
All	Orange	<p>Cutting unit boundary is designated by two horizontal bands near eye level and stump marked at the lowest point near the ground. Unit numbers are painted on the tree facing INTO the cutting unit.</p> <p>Note that nearby cutting units of other timber sales are nearby and/or adjacent to several units of the Lo-elly Timber Sale, and also have respective unit numbers facing INTO the units of the other sale.</p>

R4-CT2.356# - INDIVIDUAL TREES (CUT TREE MARKING). (9/01) Notwithstanding BT2.35, individual trees are designated for cutting only if marked above and below stump height as show in the table below:

Leave Tree Marking Table

Cutting Unit	Paint Color
All	<u>Orange</u> band or slash on opposite sides of the bole at eye level, with stump mark.

CT4.211 - DOWNPAYMENT. (6/07) The downpayment amount shown in AT15 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to BT9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale is shown on Timber Sale Account to have been cut, removed, and paid for, or (b) the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment, or (c) if 36 CFR 223.49(e) is applicable, the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment. For lump sum timber sales, the downpayment may be applied to payment for release of the single payment unit.

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

CT4.212 - Temporary Reduction of Downpayment. (8/09) Notwithstanding BT4.211 or CT4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Purchaser's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

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

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

CT4.4 - Payments Not Received. (10/12) (a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection, Contracting Officer will suspend all or any part of Purchaser's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

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

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

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

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

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

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

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

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

(i) A bona fide dispute exists as to Purchaser's obligation to make such payment and

(ii) Purchaser files and prosecutes a timely Claim.

CT5.12# – 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	Description of Restrictions
		From	To	Legend	
40008	Beaver Creek Road	HWY 21	40158	R	Hauling is restricted to week days only, from 12:00 am Monday morning to 11:59 PM on Friday night. No hauling on federal holidays from 12:00 am of the holiday to 11:59 PM on that day from Memorial to Labor Day
40158	Boy Scout Camp Road	40008	Unit 6	R	Hauling is restricted to week days only, from 12:00 am Monday morning to 11:59 PM on Friday night. No hauling on federal holidays from 12:00 am of the holiday to 11:59 PM on that day from Memorial to Labor Day
40158	Boy Scout Camp Road	Unit 5	40203	R	Hauling is restricted to week days only, from 12:00 am Monday morning to 11:59 PM on Friday night. No hauling on federal holidays from 12:00 am of the holiday to 11:59 PM on that da from Memorial to Labor Day
40203	Cape Horn / Marsh Creek Road	40158	40008	R	Hauling is restricted to week days only, from 12:00 am Monday morning to 11:59 PM on Friday night. No hauling on federal holidays from 12:00 am of the holiday to 11:59 PM on that day from Memorial to Labor Day
40351	Camp Bradley Cutoff	40203	Private	P	Use prohibited
40008	Beaver Creek Road	40158	Termini	X	Hauling is prohibited
40158	Boy Scout Camp Road (incl. portion on private property)	Unit 5	Camp Bradley Scout Camp	X	Hauling is prohibited
40158	Boy Scout Camp Road (incl. portion on private property)	Unit 6	Camp Bradley Scout Camp	X	Hauling is prohibited
40203	Cape Horn Road	South Jct. with 40158	South to jct. with ID-21	X	Hauling is prohibited

CT5.31# – ROAD MAINTENANCE REQUIREMENTS. (7/01) Purchaser shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Pre-haul Road Maintenance Specifications								
	From	To		T-800	T-801	T-802	T-803	T-804	T-805	T-807	T-808	
40008	Hwy 21	40158	2.0	P	P	P	P		P	P	P	
40158	40008	Unit 6	0.4	P	P	P	P		P	P		
40158	Unit 5	40203	0.46	P	P	P	P		P	P		
40203	40158	40008	1.12	P	P	P	P		P	P	P	

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

Road	Termini		Miles	Applicable During-Haul Road Maintenance Specifications								
	From	To		T-800	T-801	T-802	T-803	T-804	T-805	T-807	T-808	
40008	Hwy 21	40158	2.0	P	P	P	P		P	P	P	
40158	40008	Unit 6	0.4	P	P	P	P	D	P	P		
40158	Unit 5	40203	0.46	P	P	P	P	D	P	P		
40203	40158	40008	1.12	P	P	P	P		P	P	P	

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

Road	Termini		Miles	Applicable Post-Haul Road Maintenance Specifications								
	From	To		T-800	T-801	T-802	T-803	T-804	T-805	T-807	T-808	
40008	Hwy21	40158	2.0	P	P	P	P	P	P	P	P	
40158	40008	Unit 6	0.4	P	P	P	P	P	P	P		
40158	Unit 5	40203	0.46	P	P	P	P	P	P	P		
40203	40158	40008	1.12	P	P	P	P	P	P	P	P	

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

**Road Maintenance T-Specifications
for
Timber Sale Contracts**

To be used with Timber Sale Contract Form 2400-6T, CT5.31#

No.	Specification Title
T-800	Definitions
T-801	Slide and Slump Repair
T-802	Ditch Cleaning
T-803	Surface Blading
T-804	Surfacing Repair
T-805	Drainage Structures
T-807	Roadway Vegetation
T-808	Miscellaneous Structures

SPECIFICATION T-800 DEFINITIONS

Wherever the following terms or pronouns are used in Specifications T-801 through T-811, the intent and meaning shall be interpreted as follows:

800-1.1 - Agreement. Maintenance projects require a mutually acceptable method to resolve the problems which arise when incompatible situations arise between drawings and specifications and actual conditions on the ground to allow orderly and satisfactory progress of the maintenance.

These specifications have been developed in anticipation of those problem areas and have provided that such changes will be by Agreement.

It is intended that drawings and specifications will govern unless "on-the-ground" conditions warrant otherwise, when specifications call for "Agreement", "agreed", or "approval" such Agreement or approval shall be promptly confirmed in writing.

800-1.2 - Annual Road Maintenance Plan. A plan prepared by various users of one or several roads. The plan is an Agreement on maintenance responsibilities to be performed for the coming year.

800-1.3 - Base Course. Material used to reinforce Subgrade or, as shown on drawings, placed on Subgrade to distribute wheel loads.

800-1.4 - Berm. Curb or dike constructed to prevent Roadway runoff water from discharging onto embankment slope.

800-1.5 - Borrow. Select Material taken from designated borrow sites.

800-1.6 - Crown, Inslope, and Outslope. The cross slope of the Traveled Way to aid in drainage and traffic maneuverability.

800-1.7 - Culverts. A conduit or passageway under a road, trail, or other obstruction. A culvert differs from a bridge in that it is usually entirely below the elevation of the Traveled Way.

800-1.8 - Drainage Dip. A dip in the Traveled Way which intercepts surface runoff and diverts the water off the Traveled Way. A Drainage Dip does not block the movement of traffic.

T-800-1

800-1.9 - Drainage Structures. Manufactured structures which control the runoff of water from the Roadway including Inslope, overside drains, aprons, flumes, downdrains, downpipes, and the like.

800-1.10 - Dust Abatement Plan. A table which lists the road, dust palliative, application rates, and estimated number of subsequent applications.

800-1.11 - Lead-off Ditches. A ditch used to transmit water from a Drainage Structure or Drainage Dip outlet to the natural drainage area.

800-1.12 - Material. Any substances specified for use in the performance of the work.

800-1.13 - Prehaul Maintenance. Road maintenance work which must be accomplished to maintain the roads to a satisfactory condition commensurate with the Purchaser's use, provided Purchaser's Operations do not damage improvements under BT6.22 or National Forest resources and hauling can be done safely. This work will be shown in the Annual Road Maintenance Plan as provided in CT5.31#.

Prehaul Maintenance work the Purchaser elects to perform will be in compliance with the Road Maintenance T-Specifications.

800-1.14 - Roadbed. The portion of a road between the intersection of Subgrade and sideslopes, excluding that portion of the ditch below Subgrade.

800-1.15 - Road Maintenance Plan. A table which shows applicable road maintenance specifications to be performed by Purchaser on specific roads.

800-1.16 - Roadside. A general term denoting the area adjoining the outer edge of the Roadway.

800-1.17 - Roadway. The portion of a road within the limits of excavation and embankment.

800-1.18 - Shoulder. That portion of Roadway contiguous with Traveled Way for accommodation of stopped vehicles, for emergency use, and lateral support of base and Surface Course, if any.

800-1.19 - Slide. A concentrated deposit of Materials from above or on backslope extending onto the Traveled Way or Shoulders, whether caused by mass land movements or accumulated ravelling.

T-800-2

800-1.20 - Slough. Material eroded from the backslope which partially or completely blocks the ditch, but does not encroach on the Traveled Way so as to block passage of traffic.

800-1.21 - Slump. A localized portion of the Roadbed which has slipped or otherwise become lower than that of the adjacent Roadbed and constitutes a hazard to traffic.

800-1.22 - Special Project Specifications. Specifications which detail conditions and requirements peculiar to the individual project.

800-1.23 - Subgrade. Top surface of Roadbed upon which Base Course or Surface Course is constructed. For roads without Base Course or Surface Course, that portion of Roadbed prepared as the finished wearing surface.

800-1.24 - Surface Course. The Material placed on Base Course or Subgrade primarily to resist abrasion and the effects of climate. Surface Course may be referred to as surfacing.

800-1.25 - Surface Treatment Plan. A table which lists the roads and surface treatments to be applied.

800-1.26 - Traveled Way. That portion of Roadway, excluding Shoulders, used for the movement of vehicles.

800-1.27 - Turnouts. That portion of the Traveled Way constructed as additional width on single lane roads to allow for safe passing of vehicles.

800-1.28 - Water Source. A place designated on the Road Maintenance Map for acquiring water for road maintenance purposes.

800-1.29 - Waterbar. A dip in the Roadbed which intercepts surface runoff and diverts the water off the Roadway. A Waterbar is not designed to be traversable by logging trucks.

SPECIFICATION T-801 SLIDE AND SLUMP REPAIR

DESCRIPTION

1.1 Slide removal is the removal from Roadway and disposal of any Material, such as soil, rock, and vegetation that cannot be routinely handled by a motorgrader during Ditch Cleaning, T-802, and Surface Blading, T-803 Operations.

Slump repair is the filling of depressions or washouts in Roadway which cannot be routinely filled by a motor grader during Surface Blading, T-803 Operations.

Slide removal and Slump repair includes excavation, loading, hauling, placing, and compacting of waste or replacement Material and the development of disposal or borrow areas.

REQUIREMENTS

3.1 Slide Material, including soil, rock and vegetative matter which encroaches into the Roadway, shall be removed. The slope which generated the Slide Material shall be reshaped during the removal of the Slide Material with the excavation and loading equipment. Slide Material deposited on the fillslope and below the Traveled Way will not be removed unless needed for slope stability or to protect adjacent resources.

Surface and Base Courses shall not be excavated during Slide removal operations.

Slide Material which cannot be used for other beneficial purposes shall be disposed of at disposal sites shown on Sale Area Map. Material placed in disposal sites will not require compaction unless compaction is shown on Road Maintenance Plan.

T-801-1

3.2 When filling Slumps or washouts, Material shall be moved from agreed locations or borrow sites, placed in layers, and compacted by operating the hauling and spreading equipment uniformly over the full width of each layer.

Existing aggregate surfacing shall be salvaged when practical and relaid after depressions have been filled.

Damaged aggregate base, aggregate surfacing, and bituminous pavement shall be repaired under Specification T-804 Surfacing Repair.

The repaired areas of the Slump shall conform to the cross-section which existed prior to the Slump and shall blend with the adjacent undisturbed Traveled Way.

3.3 The maximum volume of Purchaser responsibility for Slide and Slump repair is shown on Road Maintenance Plan. Greater volumes of Slide and Slump repair not qualifying as Catastrophic Damage are Forest Service responsibility.

T-801-2

SPECIFICATION T-802 DITCH CLEANING

DESCRIPTION

1.1 Ditch cleaning is removing and disposing of all Slough Material from Roadway ditches to provide a free-draining waterway.

REQUIREMENTS

3.1 Ditch cleaning shall be repeated during the year as often as necessary to facilitate proper drainage.

3.2 All Slough Material or other debris which might obstruct water flow in the Roadway ditch shall be removed. Material removed from the ditch, if suitable, may be blended into existing native road surface or Shoulder or placed in designated Berms in conjunction with Surface Blading T-803 operations.

Material removed from ditches that is not by Agreement blended into existing roads or placed in Berms shall be loaded and hauled to the disposal site designated by the Forest Service.

3.3 Roadway backslope or Berm shall not be undercut.

T-802-1

SPECIFICATION T-803 SURFACE BLADING

DESCRIPTION

1.1 Surface blading is keeping a native or aggregate Roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the Crown, Inslope or Outslope of the Traveled Way, Turnouts, and Shoulder; repairing Berms; blending approach road intersections; and cleaning bridge decks, Drainage Dips, and Lead-off Ditches.

REQUIREMENTS

3.1 Surface blading shall be performed before, during, and after Purchaser's use as often as necessary to facilitate traffic and proper drainage.

3.2 The surface blading shall preserve the existing cross-section. Surface irregularities shall be eliminated and the surface left in a free-draining state and to a smoothness needed to facilitate traffic. Surface Material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to prevent the loss of surface Material and to provide for a thorough mixing of the Material being worked.

3.3 Water, taken from Water Sources designated on Sale Area Map, shall be applied during blading if sufficient moisture is not present to cut, mix, or compact the surface Material.

3.4 On native surfaced roads, Material generated from backslope Sloughing, and ditch cleaning may be blended with the surface Material being worked. On aggregate surfaced roads this Material shall not be blended with Surface or Base Course Material unless agreed otherwise.

3.5 Roadway backslopes or Berms shall not be undercut, nor shall new Berms be established unless agreed otherwise.

Berms shall be repaired by placing Material, as needed to restore the Berm, to reasonably blend with existing line, grade, and cross-section.

3.6 Drainage Dips and Lead-off Ditches shall be cleaned and maintained to reasonably blend with existing line, grade, and cross-section.

T-803-1

3.7 Intersecting roads shall be bladed for a distance of 50 feet to assure proper blending of the two riding surfaces.

3.8 Rocks or other Material remaining on the Traveled Way after the final pass that are larger than 4 inches in diameter or are larger than the maximum size of imported surfacing shall be removed from the Traveled Way. Unless otherwise designated by the Forest Service, the oversized Material shall be disposed of by sidecasting. Sidecasting into streams, lakes, or water courses will not be permitted.

3.9 Material resulting from work under this specification shall not remain on or in structures, such as Culverts, overside drains, cattleguards, ditches, Drainage Dips, and the like.

3.10 Material resulting from work under this specification, plus any accumulated debris, shall be removed from bridge decks and the deck drains opened.

T-803-2

SPECIFICATION T-804 SURFACING REPAIR

DESCRIPTION

1.1 Surfacing repair is repairing potholes or small soft areas in the Traveled Way. It includes area preparation and furnishing and placing all necessary Materials, and other work necessary to repair the surface.

MATERIALS

2.1 Material used in the repair of soft areas on aggregate or native surfaced roads may be acquired from approved commercial sources, designated Forest Service Borrow areas, or Borrow sources agreed to. The quality and quantity of the imported Material used in the repair will be limited to that needed to provide a stable Traveled Way for hauling and to minimize damage to the road and adjacent resources. The quantity of imported surface repair Material used in the appraisal estimate will be shown on Road Maintenance Plan. However, the magnitude of the work may vary depending on Purchaser's hauling schedule and ground conditions.

2.2 Material used in the repair of bituminous pavements may be acquired from local commercial sources. If a mixing table is required, the location shall be approved by the Forest Service. The bituminous mixture to be used by the Purchaser shall be approved by the Forest Service. The Purchaser's share of the quantity of bituminous mixture used in the appraisal estimate will be shown on Road Maintenance Plan. However, Purchaser's share of the work may vary depending on Purchaser's hauling schedule, ground conditions, other traffic, etc.

REQUIREMENTS

3.1 Work under this specification shall be performed in a timely manner to reduce further deterioration of the Traveled Way.

3.2 Soft spots on aggregate or native surfaces shall be repaired by placing the imported Surface Course on top of the soft spot. Layers of imported Material shall be placed until a firm surface is produced.

3.3 Bituminous Pavement Repairs. The areas to receive bituminous pavement repairs will be marked on the road surface by the Forest Service just prior to Purchaser performing the work.

T-804-1

3.4 Potholes (deep patch). Surface Course and Base Course Materials shall be excavated to a depth necessary to reach firm, suitable Material. The minimum depth of excavation shall be 2 inches and the maximum depth of excavation shall be to the top of the Subgrade.

The edges of the prepared hole shall be extended to form a vertical face in unfractured asphalt surfacing. The prepared hole shall generally be circular or rectangular in shape, dry, and cleaned of all loose Material.

Prepared potholes shall be patched or barricaded immediately.

The faces of the prepared hole shall be tacked with a slow-setting emulsified asphalt.

The bituminous mixture shall be placed in layers not exceeding a compacted depth of 2 inches. Each layer shall be compacted thoroughly with hand or mechanical tampers or rollers. Compaction shall not be done with equipment wheels.

Upon completion, the compacted patch in the pothole shall be flush, with a tolerance or approximately $\frac{1}{4}$ inch to $\frac{1}{2}$ inch above the level of the adjacent pavement.

3.5 Skin Patches. Bituminous mixture shall be distributed uniformly with feathered edges in layers not to exceed 2 inches compacted depth. When multiple layers are ordered, joints shall be offset at least 6 inches between layers.

Each layer shall be compacted by two passes with a 7-10 ton steel roller or comparable vibratory roller.

3.6 Asphalt Berm. Damaged segments of Berm shall be removed and the exposed ends beveled at approximately 45 degrees from vertical. The Berm foundation shall be cleaned and patched as necessary. The foundation and joining surfaces shall be coated with a slow-setting emulsified asphalt. Asphalt mix shall be placed and compacted to conform with the shape and alignment of the undamaged segment.

3.7 Disposal. All Materials removed from potholes, patches, and Berms shall be disposed of at disposal sites designated by the Forest Service.

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SPECIFICATION T-805 DRAINAGE STRUCTURES

DESCRIPTION

1.1 This work consists of maintaining Drainage Structures and related items such as inlet and outlet channels, existing riprap, trash racks, and drop inlets.

MATERIALS

2.1 All Materials used in the maintenance of Drainage Structures shall conform by type and specification to the Material in the structure being maintained.

REQUIREMENTS

3.1 Drainage Structures and related items shall be cleared of all foreign Material which has been deposited above the bottom of the structure and all vegetative growth which interferes with the flow pattern. Material removed that cannot be incorporated into maintenance work shall be hauled to a disposal site designated by the Forest Service.

3.2 If outlet or inlet riprap was installed by Purchaser as a construction item or existed prior to Purchaser's haul, it shall be maintained in good condition including the replacement of riprap if necessary to previous line, grade, and cross-section.

3.3 Perform maintenance to insure the proper functioning of the head walls, aprons, inlet assemblies, overside drains, riprap, trash racks, and other facilities related to the Drainage Structure.

T-805-1

SPECIFICATION T-807 ROADWAY VEGETATION

DESCRIPTION

1.1 This work includes removal of brush and trees from within the Roadway limits.

REQUIREMENTS

3.1 Vegetative matter within the Roadway which 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 distances will not be impaired.

3.2 Vegetative matter removed from the Roadway shall be treated by the specified method and as required by CT6.7#.

SPECIFICATION T-808 MISCELLANEOUS STRUCTURES

DESCRIPTION

1.1 Maintenance of miscellaneous structures includes cattleguards, gates, and other similar structures that have been previously installed to insure safe and efficient operation of the road.

MATERIALS

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

REQUIREMENTS

3.1 Cattleguards. Loose rails shall be welded or bolted back in place.

Excess Material carried into the cattleguard shall be removed when drainage is blocked or when it reaches 6 inches from the bottom of the cattleguard frame. Drainage into and from the cattleguard shall be kept open.

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

Brush and debris shall be removed from within the swinging radius.

T-808-1

CT5.32# – ROAD MAINTENANCE DEPOSIT SCHEDULE. (10/12) Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Purchaser's performance of road maintenance, Purchaser shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Purchaser's commensurate use of each road listed in the Road Maintenance Plan in CT5.31#.

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

The Required Deposits for Forest Service work in lieu of Purchaser performance are **\$0.00** per **CCF** for recurrent maintenance, and **\$0.31** per **CCF** for deferred maintenance.

The following table lists who Purchaser will make deposits for road maintenance to, and the rate per unit of measure of the deposit. The Road Maintenance Agreement is available for inspection at the Forest Supervisor's office.

Deposit Made To	Rate	Unit of Measure
<u>N/A</u>		

RO-CT5.34# - OBLITERATION OF TEMPORARY ROADS, SKID TRAILS AND LANDINGS. (3/02)

Unless otherwise agreed in writing, temporary roads, skid trails and landings associated with the cutting unit(s) listed in the following table shall be obliterated using the method described.

Cutting Unit(s)	Type of Facility	Closure Method
All	Temporary Road	Obliterate by removing berms, recontouring to slope and redistribute 4-10 tons per acre of slash back across temporary road clearing. Slash will be evenly distributed and not to exceed 24 inches in height. Closure method will discourage unauthorized ATV use.
All	Landings	Obliterate by removing any berms and redistribute 4-10 tons per acre of slash across entrances into landing area and exposed bareground areas. Slash will not exceed 24 inches in height. Excess slash that remains will be machined piled for later burying. Closure method will discourage unauthorized ATV use
All	Skid Trails	Obliterate by removing berms, recontouring to slope and redistribute 4-10 tons per acre of slash back across skid trail clearing. Slash will be evenly distributed and not to exceed 24 inches in height. Closure method will discourage unauthorized ATV use.

RO-CT5.36# - SNOW REMOVAL. (9/01) 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 4 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 4 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.

RO-CT6.312# - SALE OPERATION RESTRICTIONS. (11/06) Unless otherwise agreed in writing, sale operations will be restricted as listed below:

Sale Operation Restriction Schedule

Payment Unit / Cutting Unit	Restriction	Purpose
All	Wood works operations are prohibited during the period from 12:00 AM March 15, through 11:59 PM July 14.	Mitigation measure to protect sensitive wildlife species during a critical time period

RO-CT6.341 - PREVENTION OF OIL SPILLS (IDAHO FORESTS) (05/06)

If Purchaser maintains storage facilities for petroleum or petroleum products on Sale Area, Purchaser shall take appropriate preventive measures to ensure that any spill of such petroleum or petroleum products does not enter any stream or other waters of the United States or any of the individual States.

Petroleum or petroleum product storage containers with capacities of more than 200 gallons, stationary or mobile, shall be located no closer than 100 feet from stream, watercourse, or area of open water. Dikes, berms, or embankments shall be constructed to contain at least 110% of the volume of petroleum products stored within the containers. Diked areas shall be sufficiently impervious and of adequate capacity to contain spilled petroleum products.

If the total petroleum or petroleum products storage exceeds 1,320 gallons in containers of 55 gallons or greater, Purchaser shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan. Such

plan shall meet applicable EPA requirements (40CFR 112), including certification by a registered professional engineer.

Purchaser shall notify Contracting Officer and appropriate agencies of all reportable (40CFR 110) spills of petroleum or petroleum products on or in the vicinity of Sale Area that are caused by Purchaser's employees, agents, contractors, subcontractors, or their employees or agents, directly or indirectly, as a result of Purchaser's operations. Purchaser will take whatever initial action that may be safely accomplished to contain all spills.

RO-CT6.411# - FELLING AND BUCKING (SPECIAL OBJECTIVES). (11/98) Unless otherwise agreed in writing, silvicultural prescriptions and land management objectives shall be conducted and accomplished by the following requirements, methods and procedures:

Description of Cutting Unit(s)	Special Objectives
All	Trees shall be felled, insofar as safety permits, to angle in the direction of skidding.

RO-CT6.42# - SKIDDING AND YARDING (SPECIAL OBJECTIVES). (11/98) Unless otherwise agreed in writing, silvicultural prescriptions and land management objectives shall be conducted and accomplished by the following requirements, methods and procedures:

Description of Unit(s)	Special Objectives
All	To reduce ground disturbance, and protect residual live trees, all tractor skid trails will be located, approved (and constructed), in advance of falling. Logs shall be tractor skidded with the leading end free of the ground.

RO-CT6.6# - EROSION PREVENTION AND CONTROL. (11/98)

A. Purchaser shall locate Temporary Roads on locations approved by the Forest Service. Such location shall include the marking of road centerline or grade-line and the setting of such construction stakes as are necessary to provide a suitable basis for economical construction and the protection of National Forest lands.

B. Skidding with tractors within N/A feet of live streams shall not be permitted except in places designated in advance by Forest Service, and in no event shall skid roads be located in live or intermittent streamcourses. Skid trails shall be located high enough out of draws, swales, and valley bottoms to permit diversion of runoff water to natural undisturbed forest ground cover.

C. Prior to 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.

D. Temporary Road surface width shall be limited to truck bunk width plus four (4) feet, except for needed turnouts which shall not exceed two (2) times the bunk width plus four (4) feet. If shovels or cranes with revolving carriage are used to skid or load, Temporary Road surface width equal to track width plus tail swing shall be permitted.

E. Unless otherwise agreed in writing, Purchaser shall keep erosion control work current with his operations under the sale and in any case not later than 15 days after completion of skidding on each payment unit or cutting unit.

RO-CT6.7# - SLASH TREATMENT. (4/03) Slash is defined as logs, tops, limbs, and other woody material, exclusive of stumps, which is created by the logging operation and remaining on the ground after logging. In areas where Purchaser-created slash is intermingled and inseparable from pre-existing slash, slash disposal requirements shall apply to the pre-existing slash as well as the Purchaser-created slash. Such areas are designated in the Purchaser Slash Responsibility Table herein.

Slash created in the construction of Specified Roads shall not be considered as logging slash in this Section.

Unless otherwise agreed in writing, Purchaser shall perform the following work described below and/or as shown on the Sale Area Map and/or Slash Disposal Map.

Forest Service and Purchaser shall jointly develop a schedule for completion of slash treatment on the various portions of the sale area.

Purchaser's Slash Responsibility Table

Description of Unit(s)	Type of Slash Disposal
All	#5 – Landing Cleanup #10 – Clean system roads #13 – Limb and Top Removal

5. Landing Cleanup

A landing is considered a place where any logs or products are gathered for loading. Logs not meeting utilization standards accumulated at landings shall be (decked) or (returned to the cutting unit) as agreed to in writing by the Forest Service. All slash accumulated at landings shall be piled, unless it is agreed in writing that slash can be thrown back into an area that is planned to be broadcast burned.

Piles shall be reasonably compact and free of soil to facilitate burning. Piles will not be less than 5 feet in height. Piles shall be of a size and location which will not impair road use or result in damage to residual timber. Piles shall be located at least 10 feet from residual timber. Piles shall not be more than 20 feet long.

Landing debris along temporary roads within the cutting units may be piled in conjunction with temporary road construction slash. Landing piles shall be placed along the lower side of the road.

All objects which extend more than 4 feet in any direction from the windrow or pile profile will be cut off and returned to the windrow or pile.

10. Clean System Roads

Purchaser shall dispose of all logging slash 1 inch large end diameter and 3 feet in length which is created within the clearing limits of system roads. Slash shall be piled for later burning within the right-of-way clearing unless an alternate method of slash disposal is agreed to in writing. Piles shall be reasonably compact and free of soil to facilitate burning. Piles shall be of a size and location which will not impair road use. Piles shall be a minimum of twice their diameter from any residual timber.

(Piles can be made by machine or hand. Portions of the specifications for machine or hand piles can be used as needed under this specification).

13. Limb and Top Removal

Purchaser shall leave tops and limbs of felled trees attached to Included Timber and yard them to landings within the entire cutting unit as shown on the Sale Area and Slash Disposal Map.

Tops and limbs which are lost on the way to the landing site due to normal felling, skidding and/or yarding operations are not required to be yarded.

RO-CT6.8# - MEASURING. (9/03) The estimated quantity of timber in AT2 has been determined by standard procedures described in FSH 2409.12, Timber Cruising Handbook.

The following table describes the type of cruising method used to determine quantities:

Payment Unit/Cutting Unit
ALL

Cruising Method
Fixed Plots Sampling – 1/50th acre plots

Estimated quantities of timber subsequently included under BT2.13, BT2.14, BT2.31, BT2.32, BT2.33, BT2.34, BT2.35 or BT2.37 not previously measured will be determined using the standard cruise methods as described in FSH 2409.12, Timber Cruising Handbook, or, if attached, using the Additional Volume Calculation Table based on information generated from the timber sale cruise.

Additional Volume Calculation Table
LO-ELLY TIMBER SALE

Unit #: _____ Date: _____ Measured by: _____

Note: Volumes in this table are taken from a local volume table generated for the Lo-elly Timber Sale using cruise data specific to this sale per RO-CT6.8# Measuring (9/03).

This table is not valid for any other sale.

Species	Diam. Class	Diameter Range	Net CF Volume Per Tree	Total # Trees in Diam. Class (DC)	Expanded DC Volume (# Trees x Tree Volume)	Tree Tally/Comments

Sale Name: Lo-elly Timber Sale

[illegible]

NOTE: "Volume Regression Program" version 2.0 was used.

Species	Diam. Class (DC)	Diameter Range	Net CF Volume Per Tree	Total # Trees in Diam. Class (DC)	Expanded DC Volume (# Trees x Tree Volume)	Tree Tally/Comments

Sale Name: Lo-elly Timber Sale

Total						

Enter instructions for species (live and dead) where sufficient cruise data was not available to develop valid regressions for certain species or diameter class.

Species	Live or Dead	DBH	Total Height	Defect	Volume from NATCRS .Out file
Total					

NOTE: Attach NATCRS cruise output file to this form to complete additional volume documentation.

Local Volume Table Report - NetCubicPrimary
 CRUISE#: 601 SALE#: 601
 SALENAME: Lo-elly-recruise
 RUN DATE & TIME: 07-26-2013 12:04:07

Species LP
 Prod01/03/06/07
 L/D D/L
 DBH-----
 3 1.80
 4 1.44
 5 1.57
 6 2.20
 7 3.33
 8 4.95
 9 7.06
 10 9.67
 11 12.78
 12 16.38
 13 20.48
 14 25.08
 15 30.17
 16 35.76
 17 41.84
 18 48.42

PAGE Local Volume Table Report - NetCubicPrimary - Regression Results
 CRUISE#: 601 SALE#: 601
 SALENAME: Lo-elly-recruise
 RUN DATE & TIME: 07-26-2013 12:04:07

Species LP Product 01/03/06/07 Live/Dead D/L
 Model Number RSquare MS Error Min Max Equation
 Quadratic 483 0.9233 2.89363 3.5 17.7 5.868341 + -2.098689*DBH +
 0.247913*DBH*DBH

RO-CT6.81# - ACCOUNTABILITY. (5/09) The following requirements are applicable to Product Removal Permits:

1. Forest Service will issue to Purchaser or designated representative(s) serially numbered Product Removal Permit books for use only on this sale. Product Removal Permit books, whether used or unused, shall be accountable property of Forest Service and shall be returned to issuing Forest Service Office in accordance with instructions contained in each book. Each book, which is not returned to the Forest Service, will be considered a lost book and liquidated damages of \$500 will be assessed.
2. Purchaser shall require all permits be completed in accordance with the instructions contained on the inside cover of each book.
3. Each load will have the last three digits of the load receipt number painted on both ends of three logs with RED paint. All loads that consist of a truck and pup(s) must have the last three digits of the load receipt painted on both ends of three logs on all subunits of the combination.

Purchaser shall require vehicles hauling Included Products to stop at agreed upon locations for purposes of monitoring accountability. The parties shall agree upon the haul route prior to operations.

R4-CT7.2 – FIRE PRECAUTIONS. (4/79) Specific fire precautions are as follows:

State Fire Laws. Where State laws provide specific requirements, these requirements must also be met.

Smoking and Lunch Fires. Purchaser shall prohibit smoking and the building of fires by persons engaged in Purchaser's Operations, except at established camps and shall enforce this prohibition by all means within Purchaser's power. Forest Service may, on written request of Purchaser, designate places where (1) campfires may be built for the purpose of heating lunches or (2) smoking may be permitted. Such designated places shall be cleared of flammable material to mineral soil prior to use.

Debris Around Structures. Purchaser shall clear and maintain an area free of flammable material for a distance not less than 15 feet from buildings, tents, and other structures connected with Purchaser's Operations.

Furnishing of Tools. Purchaser shall furnish sufficient fire tools of a kind and type satisfactory for fire suppression to equip persons engaged in Purchaser's Operations. Fire tools shall be used only for suppressing wildfires. Tools shall be stored in fireboxes provided by Purchaser and readily available to employees. Each toolbox shall be marked "Tools for Fire Only," painted red and kept sealed.

Fire Tools on Equipment. Each tractor, power skidder, power loader, and motor truck shall be equipped with one size 0, or larger, round-pointed shovel. Shovels shall be so placed on the machines that they can be readily obtained at all times.

Spark Arresters. Each gasoline or diesel internal combustion engine, except powersaws, shall be equipped with a spark-arresting device which has been approved by Forest Service. After installation, spark-arresting devices shall be kept in a satisfactory working condition.

Powersaws. Each gasoline powersaw shall have a spark arrester muffler affixed and in good working condition. Said spark arrester-muffler shall be of the construction and maintained to the standards approved by Forest Service. In addition, one chemical pressurized fire extinguisher of not less than 8-ounce capacity, by weight, and one size 0, or larger, round-pointed shovel shall also be provided.

The spark arrester-muffler, extinguisher, and shovel shall be maintained in good working condition at all times. The shovel and extinguisher shall be readily available.

Blasting. The use of fuses and detonating cord in blasting shall not be permitted.

During Fire Precautionary Period, blasting shall be permitted as follows:

A. When the predicted Condition Class reaches 3 (High), a watchman shall patrol the blasting area for at least 1 hour following blasting. The watchman shall have available for immediate use a standard fire shovel and a 5-gallon water filled backpack pump.

B. When the predicted Condition Class reaches 4 (Very High), blasting shall be restricted to cleared areas and terminated daily by 11 a.m. local time. The watchman requirements shall be as in item A above.

C. Blasting operations may be terminated when the predicted fire danger reaches extreme conditions.

Gasoline and Oil Storage. Gasoline, oil, grease, or other highly flammable material shall be stored in a separate building (or on site where all flammable debris has been cleared away within a radius of 25 feet). Storage buildings (or sites) shall be a minimum distance of 50 feet from other structures. A suitable shovel, and dry sand in a covered container of not less than 25-gallon capacity (or a fire extinguisher of not less than 2-quart capacity of a type approved by the Underwriter Laboratory for gasoline and oil fires), shall be placed at each gasoline and oil shed, or other motor-fueling station. Mobile servicing units shall be equipped with a fire extinguisher of not less than 2-quart capacity of a type approved by the Underwriter Laboratory for gasoline and oil fires.

Camp Hazards. Stoves, stovepipes, chimneys, and electric wiring shall be located and maintained to the safety standards set forth in applicable sections of the Forest Service Health and Safety Code, dated March 1970, as revised.

Burning Plan. No slash burning shall be started by Purchaser without obtaining Forest Service approval of a written burning plan and also obtaining a burning permit from Forest Service.

CT8.212 - MARKET-RELATED CONTRACT TERM ADDITION. (11/08)The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in AT17. Purchaser will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Purchaser's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Purchaser's written request for a market-related contract term addition before the expiration of this contract.

No more than 3 years shall be added to a contract's term by market-related contract term addition unless the following conditions are met:

- (i) The sale was awarded after December 31, 2006; and
- (ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

For each qualifying quarter meeting the criteria in paragraphs (i) and (ii) of this provision, the Forest Service will, upon the Purchaser's written request, add an additional 3 months during the normal operating season to the contract, except no single 3-month addition shall extend the term of a contract by more than 1 year.

In no event shall a revised contract term exceed 10 years as a result of market-related contract term addition.

Additional contract time may not be granted for those portions of the contract that have a required completion date or for those portions of the contract where Contracting Officer determines that the timber is in need of urgent removal or that timber deterioration or resource damage may result from delay.

CT8.4 – PERFORMANCE BY OTHER THAN PURCHASER. (4/04) This Section adds subparagraph (b)(iii) to BT8.4 as follows:

(iii) Specifically assumes in writing the obligations of Purchaser as listed in Small Business Certification executed by Purchaser and attached to and made a part of this contract.

CT8.66# (Option 1) - USE OF TIMBER (04/2004)

(a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.).

(b) Except for **N/A** determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Purchaser or any person as defined in the Act (16 USC 620e).

(c) Timber in the following form will be considered unprocessed:

(i) Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use;

(ii) Lumber, construction timbers, or cants intended for remanufacturing not meeting standards defined in the Act (16 USC 620e); and

(iii) Aspen or other pulpwood bolts exceeding 100 inches in length.

(d) Unless otherwise agreed in writing, unprocessed Included Timber shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export.

(e) Prior to award, during the life of this contract, and for a period of 3 years from Termination Date, Purchaser shall furnish to Forest Service, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Purchaser or affiliates.

(f) Prior to delivering unprocessed Included Timber to another party, Purchaser shall require each buyer, exchangee, or recipient to execute an acceptable agreement that will:

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

(iii) Require the execution of such agreements between the parties to any subsequent transactions involving the timber;

(iv) Require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and

(v) Otherwise comply with the requirements of the Act (16 USC 620d).

(g) No later than 10 days following the execution of any such agreement between Purchaser and another party, Purchaser shall furnish to Forest Service a copy of each such agreement. Purchaser shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.

(h) Upon request, all records dealing with origin and disposition of Included Timber shall be made available to Contracting Officer.

(i) For breach of this Subsection, Forest Service may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Subsection, Forest Service will not be liable for any Claim submitted by Purchaser relating to the termination.

CT8.73 – REQUIREMENT FOR SMALL BUSINESS PROCESSING. (4/04) To meet the requirements of the small business timber sale set-aside program, Purchaser shall not sell, trade, exchange, or otherwise convey for processing more than 30 percent (50 percent in Alaska) of the advertised sawtimber volume of this sale to a concern that is not a small business within the meaning of the small business size regulations found in 13 CFR 121.507.

Purchaser shall, at the time of execution of this contract, complete the "Small Business Certification" (SBA form 723) and submit it to Contracting Officer. The completed certification together with its provisions pertaining to the disposition, manufacturing, and record keeping requirements of Included Timber by Purchaser and other small business concerns is hereby made a part of this contract.

Upon request of Contracting Officer or an officer of the Small Business Administration, Purchaser shall furnish all records sufficient to verify eligibility and compliance with the requirements of this program. Such records may include employee payroll records, disposition of Included Timber records, and other documents as necessary.

Failure to provide records upon request, filing false information, or making false statements relating to SBA size status or failing to comply with the disposition and manufacturing requirements of Included Timber shall be considered a breach of this Subsection and may result in termination of this contract pursuant to BT9.31.