

OTHER CONDITIONS

1#. PRODUCT DESIGNATION (07/1998) The Forest Service designated timber or forest products for cutting or harvesting prior to award of this contract. The designated timber or forest products is confined to the sale area and has been designated in the following manner:

Trees to be cut are marked with Blue paint.

Boundaries of unit are marked with Orange paint with three vertical stripes at eye level and a stump mark.

3. LOAD TICKETS (07/1998) The Purchaser shall complete and return assigned load tickets according to the Contracting Officer or designee's written instructions. Unused load tickets shall be returned to the Contracting Officer or designee at termination date.

4. PRODUCT IDENTIFICATION (11/1999) Before removal from the sale area, unless the Contracting Officer determines that circumstances warrant a written waiver or adjustment, (a) all products 8 feet or more in length and 1/3 or more sound shall be hammer branded on each end that is 7 inches or more in diameter and (b) all domestic processing products 8 feet or more in length and 1/3 or more sound shall be painted with a spot of highway-yellow paint on each end that is 7 inches or more in diameter. Each paint spot must be not less than 3 square inches in size.

The Contracting Officer shall assign brands and brands shall be registered with the State, if the sale area is within a State that maintains a log brand register. The Purchaser will furnish and apply highway-yellow paint of a lasting quality (oil-base or equivalent).

All hammer brands and/or highway-yellow paint must remain on logs until they are domestically processed. If the identifying marks are lost, removed, or become unreadable, they shall be replaced. The Purchaser may remanufacture products into different log lengths. Except for logs remanufactured as part of the mill in-feed process immediately before processing, remanufactured products must be re-branded with the assigned sale brand and repainted with highway-yellow paint, unless otherwise agreed to in writing by the Contracting Officer. For such remanufactured products, the Contracting Officer may approve use of a brand to be used exclusively as a catch brand, in lieu of the assigned sale brand.

6. EROSION CONTROL (7/1998) The Purchaser shall: (1) not operate equipment when soil conditions are such that excessive damage will result, as determined by the Contracting Officer or designee; (2) construct erosion control structures, as needed to control erosion as determined by the Contracting Officer or designee; (3) repair promptly any existing erosion control structures damaged by the Purchaser's operations; (4) complete seasonal erosion control work prior to suspending operations; and (5) perform other soil erosion control work that may be required under this contract.

OTHER CONDITIONS (Continued)

10#. USE OF ROADS BY PURCHASER (06/1999) The Purchaser's use of existing roads identified on the sale area map by the following codes is prohibited or subject to restrictive limitations, unless the Contracting Officer or designee agrees in writing otherwise:

Code	Use Limitations
X	Hauling prohibited
R	Hauling restricted
P	Use prohibited
A	Public use restriction
W	Regulation waiver

Roads coded A will be signed by the Contracting Officer or designee 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	
895	Westside Reservoir	0	52.11	R	All vehicles must meet the Federal Bridge Formula and a maximum gross vehicle weight of 100,000 lbs. Any vehicles not meeting the weight limits above, must apply for an overload permit.

13#. ROAD MAINTENANCE (06/99) The Purchaser shall pay for road maintenance, commensurate with the Purchaser's use, in accordance with the Contract Road Maintenance Requirements Summary and Road Maintenance Specifications. Costs are included in associated charges listed on Page 1.

If the Purchaser elects to use different roads than those listed in the Contract Road Maintenance Requirements Summary, the Contracting Officer or designee shall determine the Purchaser's commensurate share of road maintenance and revise associated charges listed on Page 1.

OTHER CONDITIONS (Continued)

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To		T-101									
895	15.2	52.11	36.91	D									

D = Deposit to Forest Service (Associated Charges)

14. WASHING EQUIPMENT Unless the entire sale area is already infected with noxious weeds, the Purchaser shall ensure that, prior to moving on to the sale area, all off-road equipment, which last operated in areas known by the Forest Service to be infected with noxious weeds, is free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds. The Purchaser shall certify in writing that off-road equipment is free of noxious weeds prior to each start-up of timber sale operations and for subsequent moves of equipment to sale area. Measures taken to ensure that off-road equipment is free of noxious weeds will be identified. 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. A current list of noxious weeds of concern to the Forest Service is available at the Forest Supervisor’s Office.

The Purchaser must clean off-road equipment prior to moving between cutting units on this timber sale that are known to be infested with noxious weeds and other units, if any, that are free of such weeds. Sale area map shows areas, known by the Forest Service prior to timber sale advertisement, that are free of specific noxious weeds species of concern.

The 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, seeds, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools are not required.

The Purchaser shall notify the Forest Service at least 5 working days prior to moving each piece of off-road equipment on to the sale area, unless otherwise agreed. Notification will include identifying the location of the equipment’s most recent operations. If the prior location of the off-road equipment cannot be identified, the Forest Service may assume that it was infested with noxious weed seeds. Upon request of the Forest Service, the Purchaser must arrange for the Forest Service to inspect each piece of off-road equipment prior to it being placed in service.

If the Purchaser desires to clean off-road equipment on National Forest land, such as at the end of a project or prior to moving to a new unit that is free of noxious weeds, the Purchaser and the Forest Service shall agree on methods of cleaning, locations for the cleaning, and control of off-site impacts, if any.

OTHER CONDITIONS (Continued)

New infestations of noxious weeds, of concern to the Forest Service and identified by either the Purchaser or the Forest Service, on the sale area or on the haul route, shall be promptly reported to the other party. The Purchaser and the Forest Service shall agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found.

19# – PURCHASER SLASH DISPOSAL

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.

LANDING CLEAN-UP - For the purpose of this sale, a landing is anywhere logs or products are gathered for loading. Slash from landing construction and all logging slash accumulated at landings shall be piled. Piles shall be compact, free of soil, and arranged in a mound or haystack shape to facilitate combustion. Piles shall be placed as near to the center of the landing as possible, but not to impair safe travel on system roads. Landing piles will be a minimum of FIFTEEN (15) feet from residual trees.