

Sale Name: Portal Fuelwood

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: _

Individual trees that meet Utilization Standards are designated for cutting only if marked with GREEN tree marking paint (combination of GREEN dots, bands, and "H" marks on hazard trees) above and below stump height. Trees painted any color other than GREEN are excluded from this sale. All designated timber shall be endlined to the road unless existing skid trails are approved for use by the Forest Service. Skidding products on permanent roads is prohibited.

Unless otherwise agreed in writing, Purchasers Operations shall be performed in accordance with the following schedule:

- 1) No Purchaser Operations before 7:00 a.m. or after 6:00 p.m.

Special protection measures needed to protect known areas identified on Sale Area Map or on the ground include:

- 1) No Purchaser Operations within linear zone flagged with White/Orange striped flagging in conjunction with Black/Blue striped flagging (identified as "Controlled Area 2" on Sale Area Map

-
Unless otherwise agreed in writing, when Purchaser's Operations are in progress adjacent to or on permanent roads, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the user with adequate warning of hazardous or potentially hazardous conditions associated with Purchaser's Operations. Purchaser and Forest Service shall agree to a specific Traffic Control Plan prior to commencing operations.

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 (07/1998)

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.

7 - STREAMCOURSE PROTECTION (07/1998)

Streamcourses that are subject to these requirements are shown on the sale area map. Unless the Contracting Officer or designee agrees in writing otherwise, the Purchaser shall use the following measures to protect streamcourses: (a) Purchaser's operations shall be conducted to prevent debris from entering streamcourses; (b) Purchaser shall not otherwise haul or yard trees or products across streamcourses unless fully suspended and; (c) Purchaser shall not operate wheeled or track-laying equipment in streamcourses, except at crossings designated by the Contracting Officer or designee. In event the Purchaser's operations cause debris to enter streamcourses, the Purchaser shall remove such debris as soon as practicable, but not to exceed 48 hours, and in a manner that the Contracting Officer or designee agrees to in writing that will cause the least disturbance to streamcourses.

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:

See Table A

Sale Name: Portal Fuelwood

13# - ROAD MAINTENANCE (06/1999)

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.

See Table A

D = Deposit to Forest Service (Associated Charges)

Sale Name: Portal Fuelwood

13A# - SLASH DISPOSAL (11/2001)

Purchaser shall dispose of slash, which is limbs, tops, and unutilized portions of trees designated for cutting, resulting from their activities. Slash disposal consists of the following treatments: _

Vegetative debris larger than 1 inch in diameter outside bark and 3 feet long resulting from Purchaser's Operations is Logging Slash.

File: All Logging Slash within 50 feet slope distance from Roadbed edges of permanent roads shall be treated by Purchaser. Logging Slash smaller than 6 inches in large end d.o.b. and 8 feet long shall be Hand Piled for disposal by Forest Service. All piles shall be reasonably compact and free of soil to facilitate burning and shall be constructed of such size and at such distance from trees so that burning shall not result in unnecessary damage to residual timber. Piles shall be located a distance of at least twice their height in feet from the outer edge of tree crowns or snags. Piles shall be no less than four feet in height or greater than ten feet in height. Material extending three feet or more outside the edge of a pile shall be trimmed. Purchaser shall construct a fireline cleared to mineral soil and at least 3 feet wide around each pile. In areas where there is a potential for burning material to roll, firelines, shall be trenched on the downhill side of each pile to adequately prevent material from crossing firelines. Trenches shall be constructed by hand unless otherwise agreed.

Scat 18": All Logging Slash outside of Roadside Disposal Strips shall be scattered to reduce slash concentrations with slash generally left within 18 inches of the ground as shown on Sale Area Map. Logging slash shall be scattered into openings away from and without unnecessary damage to residual trees.

Fell: All trees smaller than the 10 inches d.b.h., over 5 feet in height, and damaged beyond recovery by Purchaser's Operations shall be felled. Such trees shall be limbed to a stem diameter outside bark of approximately 3 inches, at which point the top shall be cut from the remainder of the stem, and shall be bucked into lengths not exceeding 20 feet.

14 - EQUIPMENT CLEANING (07/2000)

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.

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.

14A# - FIRE PRECAUTIONS (12/2005)

Purchaser and their employees shall take immediate and independent action to prevent and suppress forest fires on the Sale Area.

Purchaser shall follow all applicable state fire regulations. Listed below are specific fire precautionary measures which shall be applicable and are included or in addition to state fire regulations. Unless otherwise agreed in writing by the Contracting Officer or designee, Purchaser shall:

a) maintain effective muffler systems or approved spark arresters on exhausts of all internal combustion engines used in Purchaser's operations;

b) furnish and maintain in quantities and at locations to be determined by the Contracting Officer or designee, tool boxes, fire extinguishers and fire tools to be used only for suppressing forest fires. Contracting Officer or designee shall approve tools and fires extinguishers to be used;

c) remain on the sale area for a least 2 hours after cutting to be sure that a fire has not started.

d) conduct operations according to the Project Activity Level for that day. Purchaser shall obtain activity level information daily from the Groveland District Ranger's Office. Operations permitted by Project Activity Levels are:

Project Activity Level	A	- Cutting and hauling allowed
Project Activity Level	B	- Cutting and hauling allowed
Project Activity Level	C	- Cutting and hauling allowed
Project Activity Level	D	- Hauling allowed, no cutting after 1:00 PM (Hoot Owl)
Project Activity Level	Ev	- No cutting, hauling allowed, unless a variance is agreed upon
Project Activity Level	E	- No cutting, hauling allowed