

Sale Name: Hulsey Bench

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: Timber to be cut is Designated by Description (DxD).

The following DxD prescription pertains to areas within Unit 1 only.

A) Cut all stand dead and imminent mortality tree <16" DBH

B) Cut Suppressed or Overtopped live trees <12" DBH

1. Imminent mortality are described as those trees that currently have less than 10% live crown. The diameter break was developed through the review and analysis of stand exam data pre-Wallow fire to determine the number of stems by diameter class. To meet specialist recommendations for wildlife and soil/watershed objectives, it was determined that the number of trees existing greater than 16; dbh would need to be left.

2. Provide for 5-7 snags per acre >18; dbh, those trees with live crown less than 10% can be used to meet this target. Provide for 5-7 down logs per acre >12 diameter at the midpoint, these will count towards the total tons per acre left, in some cases these may be left as additional snags.

3. The amount of Coarse Woody Debris (CWD) left and spread or scattered should be a range that varies by burn severity and vegetation type. The optimal range of CWD retention for warm and dry forest types, representing Ponderosa pine and lower elevation dry Mixed-conifer is 5-23 tons per acre (t/a). In areas of low burn severity, adjust CWD retention to the lower end of this range, and adjust upward as severity increases for this vegetation type, not to exceed 23 t/a. The CWD retention range for the higher elevation mesic Mixed-conifer type range from 10 ; 43 t/a. Adjust retention upward as rates of severity increase for this vegetation type, not to exceed 43 t/a.

4. In Unit 1, within 150 feet of Forest Road 8056 , which is shown on the Sale Area Map, all dead trees regardless of diameter are to be cut. There is not a Diameter cap for dead trees within 150 feet of the 8056 road in Unit 1.

-

2 - PRODUCT QUANTITY REMOVAL RECORD (07/1998)

Product Quantity Removal Record must be completed each day in ink by the Purchaser before leaving the sale area. Date entry must be completed before harvesting begins and amount must be completed before leaving the sale area.

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.

5 - USE OF TIMBER (07/1998)

This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990 (16 USC 620, et seq.). Except for species determined to be surplus, unprocessed logs originating from federal lands west of the 100th meridian, shall not be exported from the United States nor used in direct or indirect substitution for unprocessed logs exported from private lands by the Purchaser or any person as defined in the act. Prior to delivering such unprocessed federal logs to another party, the Purchaser shall require each buyer, exchangee, or recipient to execute an acceptable agreement, that shall: (a) identify the federal origin of the logs, (b) specify domestic processing for the logs involved, (c) require the execution of such agreements between the parties to any subsequent transactions involving said logs, (d) 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 (e) otherwise comply with the requirements of the act.

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: Hulsey Bench*

12 - PROTECTION OF IMPROVEMENTS NOT OWNED BY FOREST SERVICE (07/1998)

The Purchaser shall notify all utility companies, or other parties affected, and make arrangements for all necessary adjustments of the public utility fixtures, pipelines, and other appurtenances affected by the Purchaser's operations. When the Purchaser's operations are adjacent to properties of railway, telegraph, telephone, power companies, or other property, the Purchaser shall not begin work until the Purchaser has made all necessary arrangements to prevent damage.

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: Hulsey Bench*

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.

20# - SLASH DISPOSAL (05/2011)

As used in this contract, the term slash is vegetative debris, including, but not limited to, cull logs, broken tops, limbs, branches, rotten wood, damaged brush, damaged or destroyed reproduction, saplings, or poles resulting from Purchaser's Operations under this contract. Slash disposal requirements and specifications are as follows: Slash Treatment

Scatter non merchantable product/slash not to exceed 2 feet in height. Pull back from live trees, roads, and private property. Slash and biomass left behind will be scattered to protect soils. If the slash is above desired amounts or becomes concentrated, excess slash may be piled when approved by a Forest Service Officer. Other methodologies and post-salvage treatments of slash should be considered as well, such as:

a. spreading all slash within the area

b. mastication

c. chipping/grinding of trees below any market value and spreading them with directional flow discharge to increase coverage area.

d. leave smaller trees as dead standing or on the ground whole, do not pile them.

21 - SPECIFIC FIRE PRECAUTIONARY MEASURES (05/2011)

Purchaser shall prohibit smoking and building of camp and lunch fires by persons engaged in purchasers operations, except at established camps or in areas that Forest Service may designate. Smoking may be permitted at these designated areas only after all flammable material has been cleared to mineral soil. All fires and smoking materials shall be completely extinguished at end of lunch or smoking period. Each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard (Spark Arrester Guide) 5100-1a. During periods of use, each powersaw operator shall have readily available for use one long-handled round pointed shovel and one chemical-pressurized fire extinguisher of not less than 8-ounce capacity by weight. Muffler, extinguisher, and shovel shall be maintained in good working order at all times. Any fueling or refueling of a powersaw shall be done in an area which has been cleared of material which will carry fire. Powersaws shall be moved at least 10 feet from the place of fueling or refueling before starting. Purchaser shall comply with current fire restrictions in effect by the Forest at the time of operations.