

**SECTION 41, Timber Reserved from Cutting**

The following timber on Government Land, described under Section 1 of the contract (and shown on Exhibit A), is hereby reserved from cutting and removal under the terms of this contract and is retained as property of the Government:

- a. All trees posted with signs, which are on or mark the boundaries of the sale boundary shall be reserved from cutting and removal, unless determined to be a safety hazard. (The unit boundaries are also identified orange paint and timber sale boundary posters.);
- b. An emphasis will be placed on retaining approximately 4 standing dead trees (snags) greater than (14) inches in diameter at breast height per acre, except those snags that must be felled to permit safe working operations;
- c. All existing downed wood in decay class four (4) and (5) (Exhibit G), lying on the ground inside the logging units are reserved by the government and may not be removed by the Purchaser. No "snapped off" leave tree timber inside the logging unit may be severed unless determined to be a safety hazard;
- d. All trees marked with a yellow, metal, "SEED TREE" are reserved from cutting. Any damage to such reserve trees caused by the Purchaser shall be charged for based on the resulting total loss to the Government including any loss in value as a superior seed source.

**SECTION 42, SPECIAL PROVISIONS.**

Purchaser shall comply with the special provisions which are attached hereto and made a part of hereof unless otherwise authorized, in writing, by the Authorized Officer:

**A. Log Export and Substitutions**

1. All timber sold to the Purchaser under the terms of this contract is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs, except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses; or (4) western redcedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timber, regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp, and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8-3/4) inches in thickness or less; (6) shakes and shingles.

Substitution will be determined under the definition found in 43 CFR 5400.0-5 (n).

The Purchaser is required to maintain and upon request to furnish the following information:

- a) Date of last export sale;
  - b) Volume of timber contained in last export sale;
  - c) Volume of timber exported in the past twelve (12) months from the date of last export sale;
  - d) Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale;
  - e) Volume of timber exported in succeeding twelve (12) months from date of last export sale; and,
  - f) Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.
2. In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a "Certificate as to Nonsubstitution and the Domestic Processing of Timber" (Form 5460-16). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.
3. In the event an affiliate of the Purchaser has exported private timber within twelve (12) months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in a form specified by the Authorized Officer and furnish the information to the Authorized Officer.
4. Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer Form 5460-15 (Log Scale and Disposition of Timber Removed Report) which shall be executed by the Purchaser. In addition, the Purchaser is required under the terms of this contract to retain, for a three-year period from the date of termination of the contract, the records of all sales or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management.
5. Unless otherwise authorized in writing by the Authorized Officer, the Purchaser shall, prior to the removal of timber from the contract area, brand with the Purchaser's registered log brand at least one end of each log, bolt or other roundwood and identify each of these by painting with highway yellow paint.
6. In the event of the Purchaser's noncompliance with this subsection of the contract, the Authorized Officer may take appropriate action as set forth in Section 10 of this contract. In addition, the Purchaser may be declared ineligible to receive future awards of

Government timber for a period of one year.

**B. Periodic Payment and First Installment**

1. Payment for timber is based on weight scale. The Purchaser may make payment for timber removed from the sale area using one of the following options:

| Option 1  | Option 2  |
|---|---|
| <p>Payments shall be made as described in Section 3 of the contract</p> | <p>Not including the first installment payment, the Purchaser shall maintain sufficient installment payments or bonding that equal or exceeds the value of timber cut but not removed from the contract area.</p> <p><b>Payments for timber removed (yarded to a loading point) shall be made directly to the Bureau of Land Management by mill(s)</b> for scaled volume delivered from the sale area. Payments from mill(s) shall be made in bimonthly payments (two (2) payments each month) with payments no greater than 15 days apart. Upon written approval from the Authorized Officer, monthly payments from mill(s) may be made.</p> <p>Payment shall be made according to the rates shown in the third column of the table in Section I of Exhibit B.</p> |

- (a) Prior to hauling logs the Purchaser shall provide a copy of the purchase agreement between the Purchaser [and/or the Purchaser’s subcontractor(s)] and mill(s), company(ies), individual(s), etc. receiving logs, pulp, or other products from the contract area.
- (b) Unless otherwise approved in writing by the Contracting Officer, the Purchaser shall provide the Authorized Officer bimonthly [on the 15th and the 30th (or 31st) of each month] scaling reports, indicating the merchantable volume removed from the contract area, by species, product, and/or other timber products (as indicated in Section I of Exhibit B).
- (c) Scaling shall be done in accordance to the provisions specified in Exhibit B of the Timber Sale Contract.

**C. Logging**

1. Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A pre-work conference between the Purchaser's authorized representative and the Authorized Officer must be held at a location designated by the Authorized Officer before the logging plan will be approved.

2. Before beginning operations on the contract area for the first time, or after a shutdown of fourteen (14) or more days, the Purchaser shall notify the Authorized Officer in writing of the date the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if the Purchaser intends to cease operations for any period of ten (10) or more days.
3. To minimize weight loss from log drying, all material shall be hauled from the sale area and weighed within 45 days of cutting. Failure to remove material within the 45 day period shall result in the assessment of a surcharge in the amount of 10% per week (beyond the 45 days) being added to the load weights as reported for that material. The Authorized officer may waive this due to fire restrictions or weather.
4. All trees meeting the specification for harvest in Exhibit D, meeting the merchantability requirements in accordance with Exhibit B, which is attached hereto and made a part hereof, and not marked reserve with a band of ORANGE paint above and below stump height shall be felled, yarded whole tree to approved landing(s) and merchantable products removed from the contract area.
5. The Purchaser will be responsible for any damage to existing infrastructure (utility boxes, benches, kiosks, vault toilets, etc.) created by logging operations.
6. Direction felling is required away from roads, property lines, posted boundaries, orange-painted reserve trees, no harvest areas and snags.
7. All trees, except those reserved, shall be felled insofar as topography and lean permit, diagonally towards or away from the marked centerline of skid trails.
8. Trees that overhang haul roads, skid trails, and or single-track trails shall be severed regardless of size.
9. The Purchaser shall post warning signs regarding hauling and logging operations along roads and at access road junctions and at other locations requested by the Authorized Officer.
10. The Purchaser remains responsible for any fires occurring on the contract area that arises as a result of the Purchaser's negligence until such time as operations are completed and accepted by the Authorized Officer in writing or the Authorized Officer terminates the contract.
11. To reduce adverse impacts to migratory bird species, vegetation cutting and piling will not occur between April 1<sup>st</sup> and July 15<sup>th</sup>.
12. Logging activities will cease within the vicinity of any raptor nests that are found by loggers and reported to the Authorized Officer. Nest will be buffered and no activity will be permitted within the buffer until after the nesting attempt is complete. Additional information can be found in Section 42.G.5.

13. An emphasis will be placed on retaining approximately (4) standing dead trees (snags) greater than or equal to (14) inches in diameter at breast height per acre, except those snags that must be felled to permit safe working operations. Snags may be left as individuals scattered throughout the harvest unit or left in unharvested patches of varying sizes within units.
14. All existing ponds, riparian areas, and areas of resource concern have been marked with orange paint and/or flagging and no harvesting shall occur within the buffer.
15. Use of Feller Bunchers are permitted on slopes up to 45%. Use of Feller Bunchers on slopes exceeding 45% must be approved by the Authorized Officer. If the Authorized Officer determines that excess damage to the soil, trees designated for harvest, leave trees, soil, or other components of the forest ecosystem is being caused by use of Feller Bunchers, the Authorized Officer may suspend use of such equipment.
16. Forwarders will be permitted in the areas designated for tractor skidding and along collector trails.
17. Trees harvested within fifty (50) feet of the main haul roads and parking areas will be severed at ground level to reduce the impacts of stumps following logging operations. All other trees designated for cutting shall be cut so that the resulting stumps shall not be lower than six (6) inches nor higher than twelve (12) inches measured from the ground on the uphill side of the tree.
18. No trees may be felled into the power line corridor designated on Exhibit A. Lines or cable shall be attached to all trees within one hundred (100) feet of the power line corridor prior to felling, and such trees shall be pulled away from the power line corridor during felling. Avista Utilities can be available, upon written request, for felling operations which include but are not limited to removal of hazard trees within close proximity to existing powerlines located within or adjacent to the sale. (See Exhibit E)
19. No log decking and/or loading log trucks below transmission lines.
20. The Purchaser shall be required to call 811 prior to skidding across utility corridors.
21. Tops that have been broken off above the last merchantable log shall be lopped such that the central stem is less than twelve (12) inches from the ground. All side branches shall be lopped and may not extend more than six (6) inches from the central stem. All slash shall be scattered away from the central stem.
22. Unless otherwise approved by the Authorized Officer, all trees designated for cutting shall be whole tree yarded.
23. All Pacific yew and hardwood trees other than red alder are reserved from cutting, except within road right-of-ways.

24. For Ground Based Yarding (approx. 250 acres), shown on Exhibit A:

(a) The use of ground-based equipment (e.g. crawler tractors, skidders, feller bunchers, etc.) is allowed. Skidding tractor width will not be greater than twelve (12) feet as measured from the outer edges of standard width track shoes. Rubber tired skidder width will not be greater than twelve (12) feet as measured from the outer edges of standard width skidder wheels.

(b) The Purchaser shall not skid logs across private lands without permission of the affected landowner(s). The Purchaser shall provide written proof to the Authorized Officer that permission has been obtained to skid logs across private land. Prior to termination of the contract the Contractor shall provide written proof from the landowner(s) that the terms of use have been satisfactorily met.

(c) The use of ground-based equipment (e.g. crawler tractors, skidders, feller bunchers, etc.) will not be allowed between **November 15<sup>th</sup> of one calendar year and April 1st of the following calendar year**, except under the following conditions:

1. The Authorized Officer determines that soil moisture conditions are satisfactory to prevent damage to the soil.
2. The Authorized Officer determines that the ground is frozen sufficiently to prevent damage to the soil.
3. The ground is covered with snow greater than two feet in depth.

(d) The use of ground-based equipment will not be allowed when the Authorized Officer determines that damage is occurring to the soil due to operating procedures or soil moisture conditions.

(e) Whole tree yarding to be conducted in all tractor harvest units as specified in Section 42.A.4 and 5. Tree lengths shall be manufactured (processed) on the approved landings and roadsides.

(f) Primary skid trails shall be blocked with cull material after completion of harvest where the Authorized Officer determines. All skidding shall be done by equipment operated entirely on designated collector trails and/or skid roads. Before felling and skidding any timber, the Purchaser shall locate and construct designated collector trails and/or skid trails/roads as follows:

1. Primary skid trails shall use existing trails whenever possible, be spaced at least 100 feet apart, and be no wider than 12 feet as measured between reserve trees. The Purchaser shall keep the number of collector trails to a minimum. Unless otherwise approved by the Authorized Officer all

collector trails shall be marked with pink flagging prior to construction. All collector trails must be approved by the Authorized Officer prior to use.

Collector trails shall:

- Be placed to minimize soil disturbance, minimize cutting into the slope, and provide maximum protection to reserve trees.
- Avoid springs and wet areas.
- Not cross streams or water ways and associated riparian zone.
- Not be located in draw bottoms or unstable areas, unless approved by the Authorized Officer.
- Not exceed 12 feet in width, unless otherwise approved by the Authorized Officer.
- Not exceed a thirty-five (35) percent grade, except for those collector trails approved to exceed 35% by the Authorized Officer.
- Shall be water barred at the end of each operating season and within 30 days after completion of use.
- Shall be grass seeded as per Section 42.G.2 and brought back to slope within 30 days after completion of use.

2. Prior to use, all skid trails/roads shall be marked with pink flagging and approved by the Authorized Officer.
3. Unless otherwise approved by the Authorized Officer, skid trails/roads shall run perpendicular (up and down) to the slope and shall be spaced at approximately 100 foot intervals.

In areas where the removal of wind thrown and/or snapped off material requires skid trails/roads intervals of less than 100 feet for the protection of reserve trees, skid trails shall be spaced at the maximum interval possible to provide the maximum protection to the reserve trees.

4. The Authorized Officer shall approve any skid trails that will not run perpendicular to the slope and “go back” skid roads needed to remove logs prior to their use.
5. The Purchaser shall limit the width of skidding corridors to the minimum width necessary for skidding of logs with minimum damage to reserve trees, but, in any case, the width of each corridor shall not exceed twelve (12) feet measured between trunks of reserve trees, unless otherwise approved in writing by the Authorized Officer.
6. No skid trails/roads shall be located in draw bottoms or unstable areas, unless approved by the Authorized Officer.
7. In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall keep all skid trails/roads at a thirty-five (35) percent or less

grade, except for those skid trails/roads approved to exceed 35% by the Authorized Officer.

8. The Purchaser shall water bar and apply grass seed (per Section 42.G.2 and 42.G.3) all skid trails/roads directed by the Authorized Officer.

(g) Sufficient rub trees shall be left adjacent to collector trails and/or skid roads to protect the residual timber from logging damage during the skidding cycle. After the designated timber has been yarded, damaged trees on either side of skid road designated for cutting and removal by the Authorized Officer shall be cut and removed as provided by Section 8 of this contract.

25. For Off-road Jammer logging (approx. 45 acres)

(a) Yarding will be done with tracked cable yarding equipment capable of traveling off road up to 30 percent gradient and yarding logs/trees lengths up to 400 feet.

(b) Off road yarding may require skidding logs with distances up to 700 feet from the yarding location to an approved landing/haul road.

(c) Whole tree yarding to be conducted in all jammer units as specified in Section 42, A.4 and 5. Tree lengths shall be manufactured (processed) on the approved landings and bucked into log lengths prior to skidding. The resulting slash material must be piled.

26. The Government may reserve trees previously designated for cutting and removal by applying orange paint as replacements for additional trees cut and removed for skid roads and/or road corridors when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescription. This may include the replacement of trees damaged by storm events, insects or disease. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price stated in Sec. 2 of this contract shall be reduced accordingly through a unilateral modification to the contract executed by the Authorized Officer.

27. As directed by the Authorized Officer, for a distance of 200 feet from the perimeter of each landing, all logs more than six (6) inches diameter at the large end and longer than eight (8) feet in length shall be decked or windrowed at the location designated by the Authorized Officer except logs removed from the contract area. If a log or a piece of a log meeting or exceeding the above specifications is bucked all portions of that log shall be yarded and decked at the above described location.

28. Significant damage to residual trees shall be kept to a minimum. Significant damage is defined as any tree having greater than twelve square inches of the bark removed from



the circumference of the tree, any tree with top diameter broken at three inches in diameter or greater, or any tree being visually root-sprung. If the Authorized Officer determines that damage has become commonplace due to a lack of caution or operator negligence, a written warning of non-compliance will immediately be issued to the Purchaser. The Authorized Officer may suspend operations until safeguards are put in place to protect the reserve trees. If the damage continues, it will result in a violation of Sec. 13 of the contract, Timber Trespass, and the Purchaser will be held liable for damages. Any reserved trees significantly damaged or destroyed by the Purchaser shall be valued at current market value of the merchantable volume for purposes of determining damages.

29. At the Authorized Officer discretion, non-merchantable trees damaged during felling, skidding, or yarding operations shall be severed and lopped such that the central stem is within six (6) inches of the ground throughout its length. No side branches may extend above twelve (12) inches off the ground.

30. Work shall be accomplished with care and no oil, gasoline, bituminous mixtures or other harmful or foreign materials shall be allowed to enter any channels. Areas that have become saturated with oil, gasoline, or bituminous products shall be excavated to a depth of twelve (12) inches beyond the contaminated material and backfilled with approved material. The process for disposal of contaminated material shall be approved by the Authorized Officer.

#### **D. Post-Harvest Rehabilitation**

1. Immediately following the conclusion of harvest activities, the Purchaser shall be responsible for rehabilitation of haul roads and main skid trails that were part of the pre-harvest recreation trail plan to form a sixty inch trail system, shown on Exhibit C-1 and described on Exhibit C-6-Haul Road Trail Rehabilitation. The goal is to bring the roadbed back to a usable recreation trail. Rehabilitation shall include treatment of the actual road surface, areas above the road, areas immediately adjacent to the sides of the trail and any location where yarding corridors cross the trail. The Purchaser shall notify the Authorized Officer before rehabilitation work begins.

(a) Within the existing road, all logging residue and logging related debris, regardless of diameter class, brush and damaged trees shall be completely removed from the trail path. Such material suspended less than eight feet above the trail surface shall be felled and removed unless otherwise instructed by the Authorized Officer. Material that is greater than eight feet in height above the trail may be left in place unless specifically identified by the Authorized Officer for removal.

(b) Grooves or ruts left in the trail from yarding operations shall be restored to pre-harvest condition.

- (c) In locations where yarding roads intersect the haul roads, the Purchaser shall seed exposed mineral soils above and below the intersection of the yarding road and trail.
  - (d) Haul roads shall be physically disconnected from yarding roads by placement of slash above and below the trail on the yarding roads to limit erosion and discourage trail expansion by recreationalists.
2. Single-track recreation trails (12-30" width)
- (a) Grooves or ruts left in the trail from yarding operations shall be restored to pre-harvest conditions. In areas with grades between greater than 5% and less than 12%, where the trail tread has been damaged due to logging operations, will require the Purchaser to install rolling dips and/or water bars.
  - (b) All slash material over 12" shall be piled within 50 feet of single-track trails. All trails will be free of logging related debris, regardless of size.
  - (c) If logging operations create exposed roots,
  - (d) The Purchaser shall grass seed all exposed mineral soil along trails.

#### **E. Road Construction/Renovation**

1. The Purchaser shall construct, improve or renovate a road in strict accordance with the road plans and specification shown on Exhibit C-1, which is attached hereto and made a part hereof.
2. Any required construction, improvement, or renovation of structures and roads shall be completed and accepted prior to the removal of any timber, except right-of-way timber, over the road.
3. Road renovation construction/improvement will occur during the dry season, June 1 through October 1. Unless dry conditions exist that may extend those dates as approved by the Authorized Officer.
4. Road renovation work shall be completed and approved by the Authorized Officer prior to removal of logs from any of the units shown on Exhibit A map.
5. The Purchaser shall purchase and apply the following aggregate products: 300 cubic yards of pit-run rock (3" minus) to the landing area at the approach from Yellowstone Road on Exhibit C.
6. Gate Installation. The Purchaser shall purchase and install one (1) new 16' gates and will be required to remove (1) existing gate. All gates shall be closed at the end of each

operational period. Detailed locations and gate specifications are described in Exhibit C and C-1.

7. Culvert Installation. The Purchaser shall purchase and install the following culvert(s): One (1) 40 feet of 18” culvert pipe as shown in the road specifications (Exhibit C).

(a) All culverts shall be bedded in an earth foundation of uniform density which has been shaped to the desired camber and to conform to the shape of the pipe. The bedding shall afford a uniform, firm and true bed, free from projecting stones, roots, or other irregularities for a depth under the culvert of not less than 0.5 inches. Fill material shall be reasonably well graded and compacted and shall not contain large quantities of silt, sand, organic matter, or debris.

(b) All culverts shall be so laid that the distance from the finished road surface to the top of the pipe shall not be less than 12 inches, or as designated by the Authorized Officer.

(c) Any culvert which is not of true alignment, shows any undue settlement after being laid, is damaged, or is not functioning properly, shall be taken up and relaid or replaced by the Purchaser.

8. Road Use and Maintenance

(a) The Purchaser shall comply with all seasonal load restrictions placed on roads in Kootenai County.

(b) Roading tracked logging and/or road construction equipment on paved county roads is not permitted without prior approval from the Authorized Officer and the East Side Highway District.

(c) Dust Abatement: The Purchaser will be required to work with the Eastside Highway District to apply Magnesium Chloride as a seasonal dust abatement control on approximately 2 miles of county road(s) (E. Yellowstone road and Sunnyside road) shown on Exhibit C.

(d) Regular Maintenance: The Purchaser shall blade and shape the road surface and shoulders with a crawler tractor or motor patrol grader. Banks shall not be undercut. The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe, and maintaining water dips and water bars. Drainage structures that are non-functional shall be repaired as soon as discovered or when notified by the Authorized Officer whichever is earlier. During winter logging, the Authorized Officer may require the construction of additional water dips or water bars to prevent water build up on the road surface.

(e) Seasonal Maintenance: The Purchaser shall perform preventive maintenance at the end of Purchaser's hauling each season and during non-hauling periods which occur between other operations on the contract area. This includes cross ditching, removing ruts or other surface irregularities, constructing water dips and or water bars at locations designated by the Authorized Officer.

(f) Snow Removal: The Purchaser shall be permitted to remove ice and snow from roads authorized for use under this contract only when prior written approval has been secured from the Contracting Officer. Upon receiving written authorization for ice and snow removal the Purchaser will perform the work according to the conditions and equipment requirements set forth in the Authorization. Berms of ice and snow created by hauling during the winter shall be broken before spring runoff begins or immediately after hauling is completed whichever occurs first.

## **F. Slash Disposal**

In addition to the requirements of Section 15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by his operations, the Purchaser shall remain responsible to the Government for performance and completion of the following measures required by this contract.

1. The Purchaser shall not top trees prior to yarding. All tops still attached to the last merchantable log shall be yarded to the landings and piled.
2. Tops that have been broken off above the last merchantable log shall be lopped such that the central stem is less than twelve (12) inches from the ground. All side branches shall be lopped and may not extend more than six (6) inches from the central stem. All slash shall be scattered away from the central stem. This work on each unit shall be completed within thirty (30) days after completion of yarding operations on that unit unless otherwise authorized by the Authorized Officer.
3. At the Authorized Officer discretion, non-merchantable trees damaged during felling, skidding, or yarding operations shall be severed and lopped such that the central stem is within six (6) inches of the ground throughout its length. No side branches may extend more than twelve (12) inches above the ground.
4. The Purchaser shall pile all slash and debris accumulated at landings at location(s) and within 100 feet along roadsides, approved by the Authorized Officer. Slash shall be piled using a Coeur d'Alene brush grapple (or equivalent) as directed by the Authorized Officer in accordance with the following instructions:
  - (a) Piles shall be tight and free of earth.
  - (b) No slash piles shall be closer than thirty (30) feet to a leave tree. All landing piles will be no greater than thirty feet wide by thirty feet tall (30' x 30')

without prior approval from the Authorized Officer.

- (c) Grapple piling shall be required within 100 feet of roadsides and shall be piled in piles no larger than 15' X 15' in size.
- (d) All slash piles smaller than ten feet wide by ten feet tall (10' x 10') shall be covered with a Kraft laminated waterproof paper or an acceptable equivalent. The paper shall be placed so the center one-third (1/3) is covered and the cover secured on the pile in a manner so that wind will not blow it off.
- (e) Slash shall be piled at each landing within 30 days after completion of yarding operations to that landing.

## 5. Mastication

Post-harvest the Purchaser shall masticate approximately 45 acres, shown on Exhibit A, treating all standing live trees greater than 2 feet in height but not over 7 inches in diameter at breast height (DBH). Stumps and stobs created from severing shall be less than 6 inches in height. In areas where there is a shortage of trees larger than 7 inch DBH, favor trees with crowns greater than 40% and with good form, using a 16-20 foot spacing. Species preference is ponderosa pine, western larch, and western white pine. All hardwood and brush shall be exempt from mastication.

The size of wood debris or "chips" left upon completion of the project shall not exceed three inches in diameter and three feet in length. Average depth across the project area shall not exceed three inches with a maximum depth of six inches in isolated locations where dense vegetation exists.

Care will be taken no to damage residual trees greater than 7 inches in DBH.

All equipment shall be in good mechanical condition and operated in a safe and proper manner. Bother operator and equipment shall be washed before entering the sale unit and meet Occupational Safety & Health (OSHA) safety regulations and labor industry requirement for operating equipment in a forested environment.

Equipment shall meet the following specifications, unless approved by the Authorized Officer:

- (a) Maximum operating weight without attachments of 57, 200 pounds.
- (b) Minimum of 65 net horsepower.
- (c) Tail swing not to exceed 10 feet, measured from center between tracks to tail when cab is turned perpendicular to the tracks.
- (d) Ability to process fuels 7 inches in DBH or less to "chip" size not exceeding three inches in diameter by three feet in length.
- (e) Safely operate on slopes not to exceed 45%.
- (f) Ability to achieve the desired stand condition without damaging the residual leave trees.

All work shall be performed to the satisfaction of the Authorized Officer.

6. The Authorized Officer has the authority to declare an escaped fire a wildfire. If an escaped fire has been declared a wildfire, the BLM will assume control of the fire. The BLM will assign an Incident Commander to the escaped fire and the Purchaser shall make any of the Purchaser's personnel and equipment available for fighting the wildfire until relieved by the Incident Commander.

(a) In the event of an escaped fire, Purchaser's personnel and equipment shall, under supervision of the Authorized Officer or designated representative, take action to suppress, including control and mop-up, the escaped fire until released from such service by the Government. If it becomes necessary to suppress a fire which escapes from the prescribed fire area for a period beyond midnight of ignition day, then the Government shall, at its option, release the Purchaser from additional suppression work and assume responsibility for suppressing the escaped fire.

(b) The Purchaser is liable for and will be billed for suppression costs and associated damages. The Government may also require the Purchaser to perform mop-up on escaped fire area(s).

(c) In situations where an escaped fire is controlled and contained by an adequate fire break (i.e., trail, road, stream, rock formation, etc.), the Government may permit the Purchaser to remove personnel for that day; provided that, all mop-up work on the escaped fire area is included with mop-up work on the prescribed fire area. In such an event, the Purchaser must sign a statement of agreement to complete mop-up work on all escaped fire areas concurrently with mop-up work on the prescribed fire area.

(d) In case of injury to personnel or damage to equipment furnished by the Purchaser as required by this subsection, liability shall be borne by the Purchaser, unless such injury or damage is caused by Government negligence.

(e) Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the personnel and equipment required herein, the Purchaser shall be responsible for all additional costs incurred by the Government in disposing of slash including, but not limited to: the wages and other costs of providing a substitute labor force, substitute equipment and appropriate additional overhead expenses. If the Purchaser's failure results in deferral of burning and new conditions necessitate additional site preparation work and/or use of additional personnel and equipment to accomplish planned burning, the Purchaser also shall be responsible for such additional costs.

## **G. Fire Prevention**

1. The Purchaser shall comply with all the applicable Idaho State Fire Prevention Laws,

Rules, Regulations, and Standards.

2. Prior to the operation of power-driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, the Purchaser shall prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.

3. The Purchaser shall provide **Basic Fire Cache(s)**.

(a) At a minimum, the Purchaser shall maintain in good repair on the contract area, one Basic Fire Cache at each landing. However, one Basic Fire Cache may serve two landings not over six hundred (600) feet apart. The Authorized Officer may also designate additional area(s) to locate Basic Fire Caches. Each **Basic Fire Cache** shall be contained in a sturdily constructed box marked "FOR FIRE USE ONLY". The box shall have a hinged lid and a hasp by which the lid can be sealed.

(b) Each Basic Fire Cache shall contain tools for ten (10) people. If the Purchaser's crew and/or subcontractors' crew on the contract area exceed ten (10) people, the Purchaser shall add additional Basic Fire Caches such that each person on the Purchaser's crew and/or subcontractors' crew has a fire fighting tool. All tools and equipment shall be maintained in good condition and located at a point immediately accessible for fighting purposes. Axes, shovels, and Pulaski tools shall be on tight, strong handles and have and shall have sharp cutting edges.

(c) Each **Basic Fire Cache** shall contain the following tools and equipment.

- (1) Two (2) axes
- (2) Five (5) shovels. Each shovel shall have a handle not less than three (3) feet in length and a blade not less than seven and three-quarters ( $7\frac{3}{4}$ ) inches wide.
- (3) Three (3) Pulaski tools
- (4) Two (2) water buckets

4. Any person using a portable power saw shall have the following equipment immediately available:

(a) A shovel in good condition with not less than a three (3) foot handle and a blade not less than seven and three-quarters ( $7\frac{3}{4}$ ) inches wide shall be within fifty (50) feet of any power saw when in operation.

(b) A fully charged, operable chemical fire extinguisher of at least eight (8) ounces minimum capacity of a type approved by the State of Idaho Department of Lands local District Fire Wardens shall be carried during the closed fire season or periods of fire danger by each saw operator using a power saw on the contract area. Such fire extinguisher shall be filled and in effective operating condition

and shall at all times be immediately available to the operator when the saw is being fueled or the motor of the saw is running. A size "0" or larger shovel shall be available with each gas can when refueling. Any fueling of a power saw shall be done in an area which has first been cleared of all flammable material. Power saws shall be moved at least twenty (20) feet from the place of fueling before the engine is started. Each power saw shall be equipped with an exhaust system and a spark arresting device which are of types approved by the State of Idaho Department of Lands Regulations.

5. Where blocks and cables are used on the contract area during periods of fire danger, the Purchaser shall remove all flammable material at least ten (10) feet from the place where the tail or any other block will hang when the cable is tight. Such clearings shall be kept free of flammable material. One backpack pump full of water and in good operating condition shall be kept at each tail block.
6. The Authorized Officer may require additional fire tools and fire equipment as the fire danger may warrant. Such additional tools and equipment shall include but not be limited to the following items: portable pumps, tank truck or portable tank, bulldozer, headlight for each man on the woods-crew, and a pair of headlights for each bulldozer.

## **H. Environmental Protection**

### **1. Noxious Weeds**

(a) In order to prevent the spread of noxious weeds, the Purchaser shall pressure wash all logging and road construction equipment, except log trucks, prior to entry onto BLM lands and between sale locations as directed by the Authorized Officer. Cleaning shall be defined as removal of all dirt, grease, plant parts and material that may carry noxious weed seeds.

(b) If any logging equipment is removed from the sale area and then returned to the sale, that equipment shall again be cleaned prior to re-entry to the contract area.

(c) The Purchaser will be required to pay an additional **\$5,970** of contributed funds for the purchase and application of herbicide along roads, skid trails, and landings to control noxious weeds. Note: The amount of contributed monies is in addition to the total amount bid for timber (an allowance has been made in the appraisal for this fee).

### **2. Grass Seeding**

(a) In addition to the requirement set forth in Section 26 of this contract, the Purchaser shall provide and apply grass seed, as designated by the Authorized Officer on cuts, fills, waste areas, collector trails, skid trails, and re-contoured area of the decommissioned road. The Authorized Officer may set time limits for



the beginning and completion of erosion control measures. Grass seed and suitable equipment to apply these materials shall be furnished by the Purchaser. The material and equipment shall be approved in writing by the Authorized Officer prior to the start of seeding and fertilizing operations. The Purchaser, upon request of the Authorized Officer, shall furnish the Authorized Officer written proof that the seed mixture and fertilizer meet the requirements listed below.

(b) The Purchaser shall provide and apply **approximately 1600 lbs** of grass seed containing a mixture similar to the Erosion Control Mix or Dry Site Mix available at Plants of the Wild, Pineview Horticulture Services, Clearwater Seed and/or other supplier. Supplies are often limited due to wildland fires and/or rehabilitating efforts, so ordering early may be necessary.

**Erosion Control Mix**

Hard Fescue  
 Sheep Fescue  
 Annual Ryegrass  
 Canada Bluegrass

**Dry Site Mix**

Slender Wheatgrass  
 Hard Fescue  
 Streambank Wheatgrass  
 Annual Ryegrass  
 Canby Bluegrass

(c) Grass seeding shall occur when soil moistures are adequate for seed germination (October through June). The Purchaser shall get prior approval from the Authorized Officer to begin seeding.

(d) Grass seed which has become wet, moldy, or otherwise damaged, will not be used.

(e) No seed shall be applied when wind velocities will prevent uniform application of the material on the designated areas.

(f) The Purchaser shall be responsible for protecting and caring for the seeded areas until final acceptance of the work in writing by the Authorized Officer. The Purchaser shall repair any damage to the seeded areas caused by logging or construction operations without additional compensation.

(g) All seed shall meet all requirements of the Federal Seed Act (7 USC Secs. 1551-1610 incl.) and the seed laws and noxious weed laws of Idaho.

(h) Evidence of seed certification shall be furnished to the Authorized Officer. All leguminous seed will be inoculated with approved cultures in accordance with instruction of the manufacturer. The seed used shall meet the following requirements:

|              |               |
|--------------|---------------|
| Purity       | 95.0% minimum |
| Germination  | 85.0% minimum |
| Weed Content | 0.5% maximum  |

### 3. Erosion Prevention

Water bars and water dips to be constructed as required by Section 26(c) shall be constructed in accordance with the specifications shown on Exhibit C-3, C-4, and C-5, which is attached hereto and made a part of hereof.

### 4. Cultural

If in connection with operations under this contract the Purchaser, his contractors, sub-contractors, or the employees of any of them, discovers, encounters, or becomes aware of any objects or sites of cultural value on the contract area such as historical or pre-historical ruins, graves or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and shall notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Authorized Officer.

### 5. Sensitive, Threatened, or Endangered Plants or Animals

To reduce the adverse impacts to migratory bird species, vegetation cutting and piling will not occur between April 1<sup>st</sup> and July 15<sup>th</sup>.

Ponds will be buffered by 75 feet and will be identified with orange paint and flagging.

The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Authorized Officer that:

- (a) Threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operations, or;
- (b) federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;
- (c) other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;

- (d) when, in order to comply with a court order, which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
- (e) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (f) species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
- (g) when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

Those operations necessary for a safe removal of personnel and equipment from the contract area and those directed by the Contracting Officer, which are required in order to leave the contract area in an acceptable condition will be permitted. Discontinued operations may be resumed upon receipt of written instructions and authorization by the Contracting Officer.

During any period of suspension, the Purchaser may withdraw performance and payment bond coverage aside from that deemed necessary by the Authorized Officer to secure cut and/or removed timber for which the Bureau of Land Management has not received payment, and/or unfulfilled contract requirements associated with harvest operations that have already occurred and associated post-harvest requirements.

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Section 3.b. (use 3.a. for scale sale contract form 5450-4/26) of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, et seq.).

Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3.b. (use 3.a. for scale sale contract form 5450-4/26) of the contract within 15 days after the bill for

collection is issued, subject to Section 3.j. (use 3.i. for scale sale contract form 5450-4/26) of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser. Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

## **I. Safety**

Purchaser's operations shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties on Contract Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees, contractors, and subcontractors.

If the Authorized Officer identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract may be modified. If the cost of such contract modification is of a substantial nature (\$2,000.00 or more), the Purchaser may request, in writing, an adjustment in the total contract purchase price specified in Section 2 of the timber sale contract, as amended, to compensate for the changed conditions.

Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA and Transportation standards no later than the pre-work meeting and prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed., Flagmen and devices shall be as specified in state OSHA and Transportation standards for logging roads or the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) published by the U.S. Department of Transportation - Federal Highway Administration. Included in the Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit "A" Map.

**J. Insurance & Bonds**

The Purchaser shall furnish satisfactory evidence of liability insurance in a form generally acceptable in the trade and customary in this area insuring said party against liability arising out of its operations with limits of \$1,000,000.00 for injury or death to one person, \$2,000,000.00 for injury or death to two or more persons, and \$2,000,000.00 for damage to property.