

TOO SMOKEY TIMBER SALE
IDC02-TS-2020.0001

SECTION 41, TIMBER RESERVED FROM CUTTING

1. All timber on the Reserve Areas shown on Exhibit "A & C" map and all trees painted with **RED** or **ORANGE** paint, which are on or mark the boundaries of the Reserve Area(s). All trees marked to leave with a band of **ORANGE** paint above and below stump height in harvest unit(s); one T (1T), one TN (1TN), one JW (1JW), one JE (1JE), two C (2C), two T (2T), two TJ (2TJ), three C (3C), three TE (3TE), three TW (3TW), four C (4C), five C (5C), six C (6C), seven C (7C), seven TJ (7TJ), nine C (9C), ten C (10C), and eleven C (11C) shown on Exhibit "A & C" map.
2. All timber except approximately fifty-seven (57) ponderosa pine, four hundred twenty (420) Douglas-fir, and three thousand one hundred thirty-five (3,135) grand fir marked for cutting heretofore by the Government with blue paint above and below stump height in harvest unit(s) eight T (8T), nine CH (9CH), nine TE (9TE), and nine TW (9TW) shown on Exhibit "A & C" map.
 - 2a. Within all of the above listed harvest unit(s), a minimum of two (2) and up to six (6) snags per acre shall be retained. Three (3) of which are twelve (12) to twenty (20) inches DBH, and if available three (3) larger than twenty (20) inches DBH, and all greater than thirty (30) feet in height shall be reserved for wildlife resource benefits. Snags may be aggregated or spread evenly throughout the unit, but snag retention must be met on a unit-by-unit basis. Target snags to be reserved are trees that are older dead (loose bark, exposed crumbling wood, cavity nesting holes), and not merchantable for sawtimber/pulp products.

SECTION 42, SPECIAL PROVISIONS

A. 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. All logging shall be done in accordance with the plan developed under this provision.

2. Before beginning operations on the contract area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date he plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of seven (7) or more days.
3. To reduce the potential for introduction of noxious weeds to the contract area, the Purchaser shall, prior to moving in motorized equipment to be used in logging and road renovation operations, clean all such equipment to remove all dirt, plant parts and materials that may carry noxious weed seeds. All equipment shall be inspected by the Authorized Officer prior to moving said equipment to the contract area.
4. 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.
5. As shown on Exhibit "A & C" map; yarding shall be done with ground-based equipment, skyline cable equipment (multi-span may be required within unit(s) 5C & 6C), and off road Jammer cable yarding/swing equipment (see attached Too Smokey cruise summary sheet, Exhibit F).
6. All trees eight (8) inches DBH and greater, lying within the leave tree mark units (1T, 1TN, 1JW, 1JE, 2C, 2T, 2TJ, 3C, 3TE, 3TW, 4C, 5C, 6C, 7C, 7TJ, 9C, 10C, and 11C) as specified in Section 41, 1.; 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.
7. All trees marked above and below stump height with blue paint heretofore by the government lying within the cut tree mark units (8T, 9CH, 9TE, 9TW) as specified in Section 41,2.; meeting the merchantability requirements in accordance with Exhibit B, shall be felled, yarded whole tree to approved landing(s) and merchantable products removed from the contract area.

8. All trees designated for cutting shall be cut so that the resulting stumps shall not be higher than twelve (12) inches from the ground on the uphill side of the tree.
9. The location and size of all landings shall be approved by the Authorized Officer prior to their construction or use.
10. No landing shall be located within one hundred (100) feet of any water source.
11. Yarding on the areas designated herein and shown on Exhibit "A & C" map shall be done in accordance with the yarding requirements or limitations for the designated area:

Designated Area	Yarding Requirements or Limitations
<u>TRACTOR UNITS</u>	<p>a. Yarding tractor width will not be greater than nine (9) feet as measured from the outer edges of standard width track shoes. Rubber tired skidder width will not be greater than eleven and 1/2 (11.5) feet as measured from the outer edges of standard width skidder wheels.</p> <p>b. No tractor yarding shall be allowed when soil moisture is such that it would cause unnecessary soil damage as determined by the Authorized Officer.</p> <p>c. Whole tree yarding to be conducted in all tractor harvest units as specified in 42, A., 6. & 7. (140 acres total). Tree lengths shall be manufactured (processed) on the approved landings and roadsides.</p> <p>d. All yarding shall be done by equipment operated entirely on designated skid trails. Before felling and yarding any timber, the Purchaser shall locate and construct designated skid trails as follows:</p> <ol style="list-style-type: none"> (1) Mark the location of all skid trails with pink glow flagging. (2) Space designated skid trails at approximately 100 foot intervals. (3) Such corridors shall be limited to the minimum width necessary for yarding of logs with minimum damage to reserve trees, but, in any case, the width of each corridor shall not exceed twenty (20) feet measured between trunks of reserve trees, unless otherwise approved in writing by the Authorized Officer. (4) No skid trails are permitted in draw bottoms or unstable areas, unless approved by the Authorized Officer.

	<p>(5) In addition to the requirements set forth in Section 25 of this contract, the Purchaser shall keep all skid trails at a forty (40) percent or less grade unless otherwise approved by the Authorized Officer. Skid trails shall be water barred in accordance with Exhibit C page 4, which is attached hereto and made a part hereof, and grass seeded in accordance with Section 42, E. 3.</p> <p>(6) Prior to construction of skid trails, obtain written approval from the Authorized Officer of the location of all designated skid trails.</p> <p>(7) Sufficient rub trees (trees not marked reserve with orange paint in leave tree mark units) shall be left adjacent to skid trails to protect the residual timber from logging damage during the yarding cycle. After the designated timber has been yarded, damaged trees on either side of skid road shall be cut and removed as provided by Sec. 8 of this contract.</p> <p>e. Ground based yarding may require skidding logs with distances up to 1000 feet from the yarding location to an approved landing.</p> <p>f. Scarify and re-contour excavated skid trails and landings.</p> <p>g. Scarify non-excavated skid trails and landings that are compacted or entrenched 3 inches or more.</p> <p>h. Prior to attaching any logging equipment to a reserve tree, the Purchaser shall obtain written approval from the Authorized Officer and shall take precautions to protect the tree from damage as directed in writing by the Authorized Officer.</p>
Designated Area	Yarding Requirements or Limitations
<u>SKYLINE UNITS</u>	<p>a. Yarding will be done with a skyline cable yarding system capable of yarding logs/tree-lengths from distances up to 1,800 feet, and with rigging and multi-span capability up to 2,000 feet, to be conducted on/within portions of unit(s) 5C & 6C. Other remaining skyline units are more typical and vary in yarding distance from 300 to 1,300 feet. Operations performed as such will suspend one end of the log/tree-length clear of the ground during inhaul on the yarding corridor.</p> <p>b. A skyline carriage is required which will maintain a fixed position on the skyline during lateral yarding and has a minimum lateral</p>

<p>yarding capability of one hundred (100) feet, at least fifty (50) feet either side of the yarding corridor.</p> <p>c. All trees designated for cutting which are within one hundred (100) feet of a Unit boundary (particularly stream-side buffer strips), shall be felled away from and perpendicular to the unit boundary to prevent timber and slash from sliding into the buffer strip.</p> <p>d. Mechanized felling may be allowed within portions of cable logging units on slopes 40% or less, the Purchaser shall obtain written approval from the Authorized Officer prior to felling. Otherwise, hand felling will be required.</p> <p>e. Whole tree yarding to be conducted in all cable harvest units as specified in 42, A., 6. & 7. (187 acres total). Tree lengths shall be manufactured (processed) on the approved landings and roadsides. Over-sized material may be limbed and bucked into log lengths prior to skidding. The resulting slash material must be lopped and/or scattered to a height not to exceed twenty-four (24) inches from the ground at all points.</p> <p>g. Before cutting any cable corridor necessary for yarding:</p> <ol style="list-style-type: none">(1) Mark the location of all cable corridors with pink flagging.(2) Space designated cable corridors at approximately one-hundred (100) foot intervals.(3) Elevated tail-holds may be required to gain deflection (lift) on some corridors. Use of lift trees marked reserve/located outside of the Unit boundaries will require prior approval by the Authorized Officer.(4) Limit cable corridors to the minimum width necessary for yarding of logs/tree lengths with minimum damage to reserve trees, but, in any case, the width of each corridor shall not exceed twenty (20) feet measured between trunks of reserve trees, unless otherwise approved in writing by the Authorized Officer.(5) Obtain written approval from the Authorized Officer of the location of all designated yarding corridors. <p>h. Prior to attaching any cable rigging to a reserve (marked leave) tree, the purchaser shall obtain written approval from the Authorized Officer</p>

	<p>and shall use protective devices (straps) that are approved prior to use and will protect the reserve tree from undue damage.</p> <p>i. Sufficient rub trees (trees not marked reserve with orange paint in leave tree mark units) shall be left adjacent to the cable corridor to protect the reserve timber from logging damage during the yarding cycle. After the designated timber has been yarded through the corridor, damaged trees on either side of corridor shall be cut and removed as provided by Sec. 8 of this contract.</p>
Designated Area	Yarding Requirements or Limitations
JAMMER/ SWING UNITS	<p>a. Yarding will be done with tracked cable yarding equipment capable of traveling off road up to 30 percent gradient and yarding logs/tree lengths up to 300ft.</p> <p>b. Off Road Cable yarding may require swinging/skidding logs with distances up to 700 feet from the yarding location to an approved landing/haul road location.</p> <p>c. Whole tree yarding to be conducted in all jammer harvest units as specified in 42, A., 6. & 7. (18 acres total). Tree lengths shall be manufactured (processed) on the approved landings and roadsides. Over-sized material may be limbed and bucked into log lengths prior to skidding. The resulting slash material must be lopped and/or scattered to a height not to exceed twenty-four (24) inches from the ground at all points.</p>

12. Damage incurred to existing fences, gates, and cattle guards (BLM or private) as a result from logging operations shall be repaired immediately, to equal or better than previous condition. Scarify and re-contour excavated skid trails and landings. Scarify non-excavated skid trails and landings that are compacted or entrenched 3 inches or more.
13. Other products/non-sawlog (Pulp) yarded to the landing/roadsides within all unit(s), shall be loaded, hauled, and removed from the contract area as designated by the Authorized officer.

14. No yarding or loading is permitted in or through the reserve areas and/or stream buffer areas.
15. The Purchaser, including all company representatives, operators, employees, and subcontractors, shall comply with Section 12, Section 29, and the Special Provisions of the contract to ensure all operations are in compliance with the contract including all safety laws and shall work with the BLM and any regulatory oversight agencies to immediately remedy those operations not in compliance, particularly those that pose an immediate endangerment to the public or BLM employees.
16. **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.

In the event that 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 & C" Map.

17. The Purchaser shall complete all specified road development requirements, prior to general unit logging operations/removal of any timber (exception being right-of-way timber).

B. Road Construction and Reconstruction

1. The Purchaser shall reconstruct, and renovate haul roads to the satisfaction of the Authorized Officer in a good workmanlike manner, in conformity with the law, and in accordance with the plans and specifications in Exhibit C and Exhibit E (Road Summary Worksheet) which is attached hereto and made apart hereof, and in the location as approximately shown on Exhibit "A & C" (timber sale & road specification map) which is attached hereto and made a part hereof. Any required reconstruction or renovation of a road shown on Exhibit "A & C" map shall be completed and accepted prior to the removal of any timber, over that road.
2. Upon completion of use, all haul roads shall be bladed; native surfaced roads shall be sloped for drainage, and restored as per restoration activity description shown on the Road Summary Worksheet (Exhibit E) which is attached hereto and made part hereof.

C. Road Maintenance

1. The Purchaser shall perform road maintenance on roads used by him to the satisfaction of the Authorized Officer, in a good workmanlike manner, in conformity with the law, and in accordance with specifications listed in Exhibit D, (Road Maintenance Specifications), which is attached hereto and made part hereof.
2. The Purchaser shall apply approved dust abatement material/products to the beginning of the Smokey Main road for .35 miles (private homesite above road location), to control dust particulates and surface fine(s) loss to the point of degrading the surface structure of the haul road . A second application may be required on a seasonal basis or periods of heavy hauling during extended dry periods.

D. Road Use

1. The Purchaser shall be responsible for maintaining any and all gate closures, road closures, and other restrictions affecting access to the contract area. In the event a gate is inadvertently left open, the Purchaser will be responsible for any and all costs associated with damage due to unauthorized public traffic caused to roads and property.
2. The Purchaser is authorized to use the roads shown on Exhibit "A & C" map which are under the jurisdiction of the BLM for the removal of government timber

sold under the terms of this contract, provided that the Purchaser comply with the conditions set forth in Section 42.D.1.

3. The Purchaser is also authorized to use roads on private land ownership, under Nonexclusive Easement Agreement(s) with PFPC McCall investments, LLC (Record No. IDI-37399), Boise Cascade Corporation (Record No. I-21026). Any Right-of-Way timber cleared from private roads, is to be decked/located separately from BLM timber. The Purchaser and timber owner will agree to a log purchase price/arrangements for the removal of involved timber.

4. The Purchaser is also authorized to use the remaining sale area haul roads not on BLM lands through a Memorandum of Understanding among DF Development, LLC, (Grantor) and the Bureau of Land Management (BLM), sets forth understanding and procedures for utilizing Grantor's road(s) for access to the Boulder Project area. Purchasers of BLM timber or other contractors engaged in activities on BLM land accessed by this road will be required to obtain separate permissions from Grantor.
Those holding a BLM contract will enter into a formal road use agreement with Grantor. Said road use agreement is a three-party license agreement between the Purchaser of government timber sold (Licensee), DF Development, LLC (Grantor), and the Bureau of Land Management (Seller). All parties will execute the document and mutually agree and understand that the Seller will be responsible for administration and enforcement of the terms and conditions set forth in this agreement. (Both the MOU and License Agreement are on file and available for review at the BLM Cottonwood Field Office).

E. Environmental Protection

1. In addition to the requirements set forth in Section 26 of this contract:
 - a. No road use, road construction, renovation, or maintenance shall be permitted during periods when soils are saturated or during wet periods when material can be eroded and deposited outside the roadway corridor. On cohesive soils, no construction, renovation, or maintenance shall be done when the soils are in a liquid state or in the upper one-third range of the plastic state.
 - b. Landings shall be constructed as directed by the Authorized Officer. Upon completion of logging; landing(s) shall be piled, de-compacted, water-barred and drained, grass seeded and fertilized as directed by the Authorized Officer.

- c. The Purchaser shall discontinue yarding, loading, and/or hauling upon receiving written notice from the Authorized Officer that unacceptable damage is occurring to roads, landings, or other improvements.
 - d. No tractor yarding, decking or hauling shall be permitted during periods of weather or soil moisture conditions that will cause damage to the soil or roads.
2. The Purchaser shall adhere to the following special conditions and Best Management Practices (BMPs) as outlined in the DEQ 401 water quality certification when installing fords and culverts within streamside crossings:
- a. Work to be conducted during low stream flow.
 - b. Best Management Practices (BMPs) for construction and erosion control shall be implemented to prevent and control the discharge of sediment to waters of the state during construction. The BMPs shall be maintained and monitored for effectiveness, and shall be replaced or augmented if they are not. At no time will construction result in an increase of turbidity greater than 50 NTU over background turbidity at a point 100 feet or more downstream from the work.
 - c. Section 350 of the Idaho water quality standards is intended to manage non-point source pollution and requires that a water quality monitoring plan be developed. When implemented, the plan will provide information to determine the effectiveness of the BMPs in protecting the beneficial uses of the water and provide a process for modifying the BMPs to manage pollutant loads and protect beneficial uses. If the plan determines that impairment is occurring, adjustment will be made to the BMPs so that water quality standards are met at project completion.
 - d. Culvert installation and riprap placement shall not constrict the stream channel. No upstream or downstream bank erosion shall occur due to culvert and riprap placement.
 - e. Riprap will be clean, angular, dense rock that is free of fines and resistant to aquatic decomposition.
 - f. Equipment shall not be fueled nor fluids changed within 100 feet of waters of the state. Any equipment operated adjacent to state waters shall be maintained in a good state of repair and have no damaged hoses, fittings, lines, tanks, etc...that may release pollutants into the water. Waste oil and fluids shall not be stored on site. If any such material is released into the waters, the responsible person must make an effort to contain the spill and

notify the DEQ office within 24 hours. If unable to contain spill, call the **Emergency Response System at 1-800-632-8000.**

3. The Purchaser shall complete grass seeding and fertilizing on cuts, fills, waste areas, all roads, road reconstruction, skid trails, and landings after September 1 and prior to June 1 of the subsequent year or as directed by the Authorized Officer. The Authorized Officer may set time limits for the beginning and completion of erosion control measures. Grass seed, fertilizer 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 grass seed mixtures shall be mixed in the following proportions by weight and furnished in sealed containers. Grass seed which has become wet, moldy, otherwise damaged, will not be used.

The material listed below is for the purchase and application for use on existing roads, landings, and any critical skid trail locations as directed by the authorized officer (shown on the Road Summary Worksheet Exhibit “E”). The same material and rates to be applied on temporary and permanent construction areas. The associated costs are included in the attached temporary construction template.

SEED MIXTURE	Lbs. Per Acre	Acres	Total Pounds
Mountain Brome (Bromar)	4	32	130
Blue Wild Rye (Durar)	3	32	95
Riparian Wheatgrass (Sodar)	4	32	130
Sherman Big Bluegrass	2	32	65
Idaho Fescue	1	32	30
Total	14		450

Purchaser shall provide one-thousand two-hundred fifty (1,500) pounds of water-soluble commercial fertilizer mixed in a combination containing the following ratio:

Plant food: 16-16-16

This fertilizer shall be in a pelletized form of equal composition of the above elements and furnished in sealed containers not to exceed 100 pounds.

The Purchaser shall purchase and apply grass seed and fertilizer uniformly on the designated areas at a rate to give the following coverage per acre:

Grass Seed: 14 lbs/acre
Fertilizer: 50 lbs/acre

Grass seed and fertilizer shall be spread **separately** at the rates specified.

No seed or fertilizer shall be applied when wind velocities will prevent uniform application of the material on the designated areas.

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.

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.

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

4. Water bars and/or rolling dips shall be constructed as required by Section 26 (c) in accordance with the specifications shown on Exhibit C pages 3 and 4, which is attached hereto and made a part hereof and at locations designated by the Authorized Officer.
5. 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 prehistoric 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.

6. The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Authorized Officer that sensitive, threatened, or endangered plants or animals protected under the Endangered Species Act of 1973 have been discovered to be present on the area. Discontinued operations may be resumed upon receipt of written instructions and authorization by the Authorized Officer.

F. Miscellaneous

1. Notwithstanding, the provisions of Section 5 (c), when the Purchaser elects to furnish and operate under a payment bond as provided in Section 39 (d), the value of right-of-way timber included in a billing shall be based on the value of timber removed from the right-of-way.
2. The Purchaser agrees that the United States, its power permittee, lessees, and licensees, shall not be responsible or held liable or incur any liability for the damage, destruction or loss of any land, crops, facility installed or erected, income, or other property or investment resulting from the use of such lands or portions thereof for power developments at any time where such power development is made by or under the authority of the United States.
 1. The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer:
 - (1) 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;
 - (2) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
 - (3) when in order to comply with a stay or other remedy issued by the Interior Board of Land Appeals, or 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.a. 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.a. of the contract within 15 days after the bill for collection is issued, subject to Section 3.i. 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.

In the event that operating time is lost as a result of the incorporation of additional contract requirements, court-ordered injunctions, an Interior Board of Land Appeals issued stay or remedy, the Purchaser agrees that an extension of time, without reappraisal, will constitute a full and complete remedy for any claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to the Purchaser.

The Contracting Officer may determine that it is necessary to modify the contract or terminate the cutting and removal rights under the contract in order

to comply with a court order or Interior Board of Land Appeals issue stay or remedy. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract if consistent with a court order or Interior Board of Land Appeals stay or remedy necessitating the modification or termination.

In the event the contract is modified or cutting and removal rights are terminated under this subsection, the Purchaser agrees that the liability of the United States shall be limited to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area. This calculation of liability shall utilize actual Purchaser costs and Government estimates of timber volumes. At the Authorized Officer's request, the Purchaser agrees to provide documentation of the actual costs incurred in the performance of the contract. In addition, the Purchaser shall be released from the obligation to pay the contract price for any timber which is not authorized to be removed from the contract area.

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraphs, based on an alleged breach of any duty to the Purchaser, whether express or implied, in regard to the manner in which the Government defended the litigation which resulted in the court order affecting the operation of the contract. This waiver also extends to any claims based on effects on the operation of the contract that arise from litigation against another agency. Furthermore, the Purchaser specifically acknowledges and agrees that a court ruling that the Government violated the Administrative Procedures Act cannot be interpreted, in itself, to mean that the Government had not acted reasonably in regard to its duties to the Purchaser under this contract.

G. Fire Prevention and Control

1. Primarily for purposes of fire prevention and control, the Purchaser shall comply with all 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. Provide and maintain in good repair, on the contract area, the following equipment for use during closed fire season or periods of fire danger:

- a. Firefighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever people are working on the contract area. All fire fighting tools shall be kept in a sturdily constructed box which shall be painted red and lettered on the front or top in large letters, "For Fire Only." The box shall have a hinged lid and a hasp by which the lid can be sealed. One box may serve two landings not over six hundred (600) feet apart. When filled, the box shall not weigh over two hundred (200) pounds. The fire tools shall be in good condition, be tight on strong handles, and have sharp cutting edges. There shall not be less than four (4) tools in each box or less than one (1) tool for each person working on the contract area. Three-fourths (3/4) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.
- b. A 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 Warden 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. Any fueling of a power saw shall be done in an area which is free 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.

H. Fire Hazard Reduction

In addition to the requirements of Section 15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations, the Purchaser shall remain responsible to the Government for performance and completion of the following hazard and logging residue reduction measures required by this contract:

1. Slash shall mean all material (brush, limbs, non-merchantable trees, tops, and chunks) severed under the terms of this contract which exceed one (1) inch diameter on the large end and three (3) feet in length.
2. Slash (sever) all sprung or otherwise severely damaged trees less than eight (8) inches D.B.H., concurrently with logging operations as directed by the Authorized Officer in all harvest units shown on Exhibit "A & C" map.
3. Whole tree yarding to be conducted in all harvest unit(s), as shown on Exhibit "A & C" map which is attached hereto and made a part hereof. Tree lengths shall be

manufactured (processed) on the approved landings and roadsides. Pile all created slash and debris at landings and roadsides. Slash shall be piled using grapple equipment as directed by the Authorized Officer in accordance with the following instructions:

a. All slash and unmerchantable logs accumulated at landings shall be piled. Piles shall be compact, free of earth and other non-burnable material.

b. No slash piles shall be closer than thirty (30) feet to a leave/reserve tree.

4. Machine Pile:

a. Purchaser shall pile created activity slash and undesirable/damaged grand fir regeneration thickets (saplings four (4) feet in height and greater), using an excavator on approximately 148 acres (R.O.W. not included) of tractor ground (slope limitations up to 40% for ground based equipment may result in less acres treated); 48 acres within unit one T (1T), 24 acres within unit one TN (1TN), 1 acre within unit two T (2T), ½ acre within unit two TJ (2TJ), ½ acre within the lower portion of unit two C (2C), 14 acres within unit three TE (3TE), 4 acres within unit three TW (3TW), approximately 8 of the 12 acres within unit seven TJ (7TJ), 18 acres within unit eight T (8T), 13 acres within unit nine TE (9TE), and 17 acres within unit nine TW (9TW), as shown on Exhibit “A & C” map. Piles shall be compact, free of dirt, and 1.5 times as high as they are in diameter and placed outside the dripline of nearest reserve trees. All slash/brush more than 1 inch in diameter and greater than 3 feet in length shall be piled. All down material shall be piled with the exception of 5 to 10 tons (3 to 5 large pieces) of the largest woody debris that are to be left on each acre. Piles shall be a maximum of 8 feet in diameter by 12 feet in height, and minimum pile size shall be 4 feet in diameter by 6 feet in height at the time of final inspection by the Government. If required to meet resource or prescribed fire objectives, the Government may designate a different maximum pile sizes, minimum sizes or both dependent on the proximity of reserve trees, soil conditions, method of piling and the amount of slash to be piled.

I. Contributions

Not applicable (N/A)

J. Log Export and Substitutions

1. Log Export:

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 red cedar 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:

1. Date of last export sale.
2. Volume of timber contained in last export sale.
3. Volume of timber exported in the past twelve (12) months from the date of last export sale.
4. Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.
5. Volume of timber exported in succeeding twelve (12) months from date of last export sale.
6. Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.

- 7a. 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 Non-substitution 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.
- 7b. 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.
- 7c. 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.
- 7d. 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.
- 7e. 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.

K. Scaling

Weight scaling shall be conducted as described in Exhibit "B" which is attached hereto and made a part hereof.