

SECTION 41, TIMBER RESERVED FROM CUTTING

Section 41 (Continued)

- (1) All blazed, posted and painted orange and/or yellow trees which are on or mark the boundaries of the Reserve Areas.
- (2) All timber on the cutting units marked with orange paint above dbh and at stump height.

SPECIAL PROVISIONS

Section 41

(A) Log Exports

- (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 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:

- 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.
- F. Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.

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." 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.

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.

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.

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.

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) Access

- (1) Access to the sale area is via private, State, and Federal roads. Prior to harvest operations the purchaser is required to execute a road use agreements with the appropriate entity. The purchaser will be required to comply with all stipulations of said road use agreement.

(C) Logging

- (1) Before beginning operations on the contract area for the first time or after a shutdown of 14 or more days, the Purchaser shall notify the Authorized Officer in writing of the date he plans to begin operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of 14 or more days.
- (2) All trees designated for cutting shall be cut so that the resulting stumps shall not be higher than 12 inches measured from the ground on the uphill side of the trees.
- (3) In the cutting units shown on Exhibit A, all trees designated for cutting shall be felled and cut into log lengths not to exceed 42 feet before being yarded.
- (4) All logs shall be completely limbed prior to being

yarded in cutting units shown on Exhibit A. In the tractor yarding units the tops shall be yarded to landings

- (5) In the tractor yarding units: yarding shall be done by crawler tractor equipment as described in Section 41 (A) (14).
- (6) Yarding tractor width will not be greater than 12 feet as measured from the outer edges of standard width track shoes.
- (7) Yarding tractors will operate only on tractor skid roads approved by the Authorized Officer.
- (8) The location of the tractor skid roads must be clearly designated on the ground, spaced at approximately 100 foot intervals, approved by the Authorized Officer and constructed prior to felling of timber to be yarded over that tractor skid road.
- (9) Timber on designated skid roads shall be felled and yarded prior to falling timber tributary to the skid roads.
- (10) Designated skid roads shall be spaced at approximately 100 foot intervals.
- (11) Landings shall be placed at the approximate locations as shown on Exhibit A, or in areas designated by the Authorized Officer.
- (12) No trees may be felled into adjacent private property as designated on Exhibit A.
- (13) 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's representative 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. Tractor or wheeled type equipment will not be permitted to operate in or through streams except under special conditions approved in the plan.

- (14) In the tractor yarding units, yarding shall be done with a crawler type machine exerting less than six (6) lbs. per square inch unloaded ground pressure. The tracks of the machine must be supported by road wheels that are individually suspended with a road arm assembly and torsion bar. It must be equipped with an extendable and retractable arch and fair lead that is an integral part of the machine and is capable of lifting the leading end of the turn clear of the ground. All logs shall be yarded with their leading end clear of the ground.
- (15) In the tractor yarding units all yarding shall be done by equipment operated entirely on designated skid roads. Before felling and yarding any timber the Purchaser shall locate and construct designated skid roads as follows:
 - a. Mark the locations of designated skid roads on the ground with orange flagging in consultation with the Authorized Officer.
 - b. Space designated skid roads at a minimum of 100 feet apart unless otherwise agreed to in writing by the Authorized Officer.
 - c. Obtain approval from the Authorized Officer of the location of all designated skid roads.
 - d. Limit the width of each skid road to a maximum of 12 feet.
 - e. Limit excavation on designated skid roads to a maximum cut of 2 feet and maximum length of 50 feet at any one location with the prior approval of the Authorized Officer.
 - f. Obtain written approval of completed construction from the Authorized Officer prior to commencing

logging operations.

(D) **Road Construction - Maintenance - Use**

- (1) A pre-work conference will be held prior to the start of new construction and renovation operations. The purchaser shall request the conference at least 24 hours prior to the time it is to be held. The conference will be attended by the purchaser and/or his representative, subcontractor(s) and the Authorized Officer.

The purpose will be to review the required work, exhibits and specifications, and to establish a work schedule and a list of the Purchaser's representatives and subcontractor(s).

- (2) The Purchaser shall maintain roads in strict accordance with the plans and specifications shown on Exhibit C & D.
- (3) Any required road construction shall be completed and accepted prior to the removal of any timber, except right-of-way timber, over that road.
- (4) With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users of roads included in Section 41 (C) (2) of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on these roads.
- (5) The Purchaser shall perform any required road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specification", of this contract, which is attached hereto and made a part hereof.

(E) **Environmental Protection**

- (1) In addition to the requirement set forth in Sec. 25 of this contract, the Purchaser shall complete seeding and fertilizing on cuts, fills, waste areas and skid trails as designated by the Authorized Officer along all sections of roadway and skidways excavated during the year prior to October 1 of each year. The Authorized Officer may set time limits for the beginning and completion of erosion control measures. Grass seed and 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 Purchaser, upon request of the Authorized Officer, shall furnish the Authorized Officer the amounts and species of seed and mixture of fertilizer listed below.

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.

All seed used shall meet all requirements of the General Seed Act (7 U.S.C. Secs. 1551-1610 incl.) and the seed laws and noxious weed laws of Washington State. The seed used shall meet the following requirements.

Germination	minimum percent	85
Purity	minimum percent	95
Weed Content	maximum percent	0

The grass seed mix shall be broadcast in the following proportions.

<u>Species</u>	<u>Pounds per Acre</u>
Bluebunch Wheatgrass	10
Big Bluegrass	4
Alsike Clover	2

Drill rates (pounds per acre) would be 50% of the broadcast rates shown above.

Fertilizer (16-20-0) shall be applied at 200 lbs./ac.

The Purchaser shall apply grass seed and fertilizer uniformly on the designated areas

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.

- (2) Water bars to be constructed as required by Sec. 25(c) shall be constructed in accordance with the specifications shown on Exhibit C, which is attached hereto and made a part hereof.
- (3) 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.
- (4) 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 operation, or;
- (b) when in order to comply with the Endangered Species Act the Authorized Officer determines it may be necessary to modify or terminate the contract, or;
- (c) 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 the continued operations would affect the species or its habitat, or;
- (d) other active raptor or owl 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 owl.
- (e) 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;
- (f) when, in order to comply with a court order, the Authorized 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 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 Contraction 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 that operating time is lost as a result of the incorporation of additional contract requirements, or delays due to Endangered Species Act consultation with the U.S. Fish and Wildlife Service or U.S. National Marine Fisheries Service, or court injunctions, 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 terminate cutting and removal rights in this contract in order to comply with the Endangered Species Act, or comply with a court order. 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 allowed by the Endangered Species Act, or court order requirements necessitating the termination.

In the event 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 cost 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.

(F) Fire Prevention and Control

- (1) Primarily for purposes of fire prevention and control, the Purchaser shall, 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, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.
- (2) Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:
 - (a) 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, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.

- (b) Provide and maintain in good repair, on the contract area, the following equipment for use during closed fire season or periods of fire danger:
- (1) Two (2) back-pack pumps at each landing and one (1) at each tail block, all to be kept full of water and in good operating condition.
 - (2) A serviceable chemical fire extinguisher of at least eight (8) ounces minimum capacity shall be carried during the closed fire season or period of fire danger by each member of the falling crew and each buckner 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.
 - (3) 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.
 - (4) 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 3/4) inches wide shall be within fifty (50) feet of any power saw when in operation.
 - (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.
 - (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 in the woods-crews, and a pair of headlights for each bulldozer.

- (3) Fire fighting 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 nor 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.

- (4) Serviceable radio or radio-telephone equipment able to provide prompt and reliable communication between the contract area and emergency services. Such communication shall be available during periods of operation including the time watchman service is required.
- (5) A pair of headlights capable of being quickly attached to each bulldozer used on the contract area. The headlights shall be adequate to provide illumination sufficient to allow use of the bulldozers for fire fighting and construction of fire trails at night.
- (6) A headlight for each person in the woods crew adequate to provide sufficient illumination for night fire fighting. A headlight shall be of the type that can be fastened to the head so as to allow independent use of the hands. It shall be equipped with a battery case so designed that it can be either carried in the hip pocket or fastened to the belt. The head of the light and the battery case shall be connected by insulated wires. At least one extra set of batteries shall be provided for each such headlight.

(G) Slash Disposal

- (1) In addition to the requirements of Sec. 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 this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measures required by this contract:
 - (a) Lop and scatter all slash concurrently with normal felling operations. All top and side branches not hauled to a landing must be free of the central stem so that such stem and branches are reduced to the extent that they are within 24 inches of the ground at all points.
 - (b) Pile and burn all slash located within 50 feet on each side of access roads. Slash shall be piled by hand. Finished piles shall be tight and free of

earth.

- (c) Pile and burn all landing slash. Slash shall be piled by crawler tractor with brush blade. Finished piles shall be tight and free of earth.
- (d) Slash shall be disposed of in accordance with the written instructions of the Authorized Officer.
- (e) Pile all slash and debris and subsoil all landings and skid trails designated by the Authorized Officer in accordance with the following specifications:
 - (1) Piling, scarifying and subsoiling shall be accomplished with a crawler tractor equipped with a clearing or brush blade and winged rippers (See Exhibit C). Finished piles shall be tight and free of earth.
 - (2) During the scarification process, all grass, brush, and debris shall be up-rooted on the entire area, where feasible, to expose mineral soil. Solid stumps may be worked around.
 - (3) Unmerchantable logs greater than 6 inches on the small end shall be left in place [or positioned so that they will not be burned].
 - (4) Units shall be piled during the same season that they are logged.
 - (5) Burn all piles and landings as specified in Section 41(F)(3,4).
 - (6) Road construction required by this contract shall be closed off by piling road and landing slash and stumps for the first 200 feet of new road.

(H) Equal Opportunity in Employment

Certification of Nonsegregated Facilities attached hereto and made a part hereof.

