

Section 42, Special Provisions

A. 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 they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of 7 or more days.
2. 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 ensure 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.
3. All trees designated for cutting shall be cut so that the resulting stumps shall not be higher than twelve (12) inches measured from the ground on the uphill side of the trees unless otherwise approved by the Authorized Officer.
4. Cutting shall be done in a systematic manner. If falling operations begin in an area, all designated trees shall be cut and skidded before moving to another area, unless otherwise approved by the Authorized Officer.
5. Trees designated for cutting shall be felled away from unit boundaries, roads, streams, and buffer zones identified in Exhibit A. Any material falling into such areas shall be removed.
6. All regeneration, where possible, shall be protected.
7. Yarding requirement and limitations:
 - Trees shall be "whole-tree-yarded" (i.e., limbs and branches attached) to the landings as long as minimal damage, as determined by the Authorized Officer, occurs to the soil and leave trees. Near landings, cut trees shall be left as "bumper" trees to avoid damage to leave trees during skidding. If unacceptable stand or soil damage is occurring, bucking and/or limbing prior to skidding shall be required, as directed by the Authorized Officer. Tops and limbs which break off during normal felling and skidding operations are not required to be yarded. Tops may be cut from the stems prior to skidding only with written permission from the Authorized Officer. Slash shall be treated as per Section 42. E. Slash Disposal of the timber sale contract.
 - Space designated skid trails at a minimum of 100 feet apart unless otherwise agreed to in writing by the Contracting Officer.
 - Ground-based operation shall be limited to slopes 45% or less on volcanic, granitic, and sedimentary land types. Skidding on quartzite soils would be allowed on slopes up to 60%. One exception to the 45% restriction would be on small areas of convex slopes. Limited skidding activity on slopes up to 60% would be allowed in these areas.
 - The grade of constructed skid trails on geologically unstable, saturated, or highly erodible or easily compacted soils will be limited to a maximum of thirty percent (30%).

- No yarding or loading is permitted in or through reserve areas, streams or springs on the contract area.
 - Existing skid trails should be used to the greatest extent possible.
 - Limit the width of each skid trail to a maximum of 12 feet.
 - All skidding shall be accomplished by using unbladed skid trails.
 - Skidding shall be prohibited on existing roads unless approved in writing by the Authorized Officer.
8. Logging slash windrows would be placed across skid trails as necessary to reduce surface runoff velocities and minimize the sediment transporting capacity of overland flows.
 9. No operations of any kind would be conducted on any portion of the project area when the soil surface is saturated, excepting when frozen.
 10. Surface cross drains will be installed on skid trails by constructing water bars upon completion of skidding operations as directed by the Authorized Officer.
 11. Three non-hazardous snags per acre shall be left in units for non-game wildlife use. In the absence of sufficient numbers of snags, some live large culls would be substituted.
 12. All log landings must be approved by the Authorized Officer prior to construction or use. Landing size shall not exceed one-quarter (1/4) acre, unless otherwise approved by the Authorized Officer.

B. ROAD CONSTRUCTION, MAINTENANCE, AND USE

1. The Purchaser is authorized to use the following roads for the removal of government timber sold under the terms of this contract:

Cabin Creek Road (#297), which is under the jurisdiction of the BLM. This road is shown on the Road Location map in Exhibit A.

Log lengths will be restricted to the maximum legal length when traveling on federal, state, county, or other public roads or to lengths that will prevent damage to trees above and below the road prism from logs extending past the end of the truck chassis when the truck is traveling around curves (whichever is shorter).
2. The Purchaser shall perform any required road repair and maintenance work on roads identified as Purchaser maintenance, under the terms of Exhibit C, Road Maintenance Specifications, of this contract, which is attached hereto and made a part hereof.
3. The Purchaser shall construct the temporary road in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Any required construction or renovation of structures and roads shall be completed and accepted, in accordance with Section 18, prior to the removal of any timber, except right-of-way timber, over that road.
4. Hauling Restrictions - Unless otherwise agreed to in writing by the Authorized Officer, the Purchaser's use of existing roads for log haul shall be restricted as follows:
 - No hauling on opening day of the deer and elk modern firearm season (4 p.m. the day before to 6:00 a.m. the day after opening day).

- No hauling shall be permitted during weather conditions that would cause adverse environmental damage to the roads due to rutting or erosion.
- Purchaser shall post safety signs on roads warning the public of log haul operations. Signs shall be placed at locations indicated on the Vicinity Map and Sale Area Map, as well as any other location the Authorized Officer may deem necessary. Additional safety signs may also be placed at locations deemed appropriate by the Purchaser.

C. ENVIRONMENTAL PROTECTION

In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall:

1. not schedule ground disturbing activities between April 1 and July 1 to limit impacts to nesting migratory birds.
2. shall pressure wash all logging and road construction equipment prior to entry onto BLM lands and between sale locations as directed by the Authorized Officer to prevent the spread of noxious weeds. Cleaning shall be defined as removal of all dirt, grease, plant parts and material that may carry noxious weed seeds. No equipment shall be moved onto federal ownership in conjunction with this timber sale without the Purchaser giving the Authorized Officer notification and adequate time for post-washing inspection.
3. suspended specified road maintenance, road renovation, thinning or prescribed burning operations if ESA-listed species are subsequently discovered within activity areas. Discontinued operations may be resumed pending consultation with the appropriate regulatory agency.
4. apply a buffer of 800 meters (0.5 miles) to active nests of sensitive raptor species that are discovered within the project boundary. All sensitive raptor nest buffers would remain in effect from time of active nest identification through July 31, unless the nest is abandoned, destroyed (wind, lightning, wildfire), or the young fledge before July 31.
5. refrain from repeated or sustained noise disturbance from March 1 to April 1 during nighttime hours (6:00 pm to 9:00 am) to prevent disturbance to lekking sage-grouse. Work could occur during daytime hours after 9:00 am. No ground disturbing activities would occur during sage-grouse nesting from May 1 to July 1, or during winter in sage-grouse winter habitat from November to March.
6. apply Riparian Conservation Area buffers in the event an unknown seep, spring, or watercourse is discovered.
7. not yard or load in or through reserve areas, streams or springs on the contract area.
8. accomplish work with care and no oil, gasoline, bituminous mixtures or other harmful or foreign materials shall be allowed to enter any water channels. Areas that have become saturated with oil, gasoline, or bituminous products shall be excavated to a depth of eighteen (18) inches beyond the contaminated material and backfilled with approved material. The process for disposal of contaminated material shall be approved by the Authorized Officer.
9. construct waterbars, and other erosion control upon completion of yarding, in accordance with Exhibit C of the timber sale contract.

D. FIRE PREVENTION

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. Provide and maintain on the contract area in good working order, and immediately available, the following equipment for use during the closed fire season or periods of fire danger:
 - Firefighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever employees are working on the contract area. All firefighting 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 (2) 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 be not less than four (4) tools in each box nor less than one (1) tool for each employee 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.
 - 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.
 - 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.

E. 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 measure(s) required by this contract.

Designated Area(s)/Unit(s)	Slash Treatment Requirements and Limitations
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Landings	<p>Where landing location or size is too restrictive for slash piling, as determined by the Authorized Officer, slash shall be piled at a separate location from where logs are decked or slash shall be lopped and scattered before skidding to the landing(s).</p> <p>Piles shall be tight and free of soil that would hinder burning. The minimum height of slash piles shall be ½ the width. Piles shall not be more than fifty (50) feet long. Material protruding from the piles over twelve (12) feet shall be bucked off and re-piled.</p> <p>No slash piles shall be closer than thirty (30) feet to a merchantable size leave tree.</p> <p>Piles shall be of a size and location which shall not impair road use.</p> <p>As directed by the Authorized Officer, logs not meeting utilization standards accumulated at landings: 1) shall be decked on the opposite side of the landing from which the slash piles are located; or 2) shall be returned to the unit to supplement coarse woody debris or mitigate soil erosion potential.</p>
Cutting Units	<p>Any slash remaining in the unit for any reason shall be lopped and scattered concurrently with the falling operations. Slash shall be lopped to within <u>18</u> inches of the ground and scattered away from and without unnecessary damage to residual trees. Slash shall be uniformly scattered and not in piles.</p> <p>Where excessive mineral soil is exposed on skid trails, as determined by the Authorized Office, landing slash shall be grappled back and placed on the exposed minerals soil locations.</p> <p>Cull logs not yarded shall be limbed, placed away from trees and positioned so they will not roll.</p>

F. LOG EXPORT RESTRICTIONS

All timber sold to the Purchaser under the terms of the contract, except exempted species, 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 or specifications suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American 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 timbers, 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; or (6) shakes and shingles.

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

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 twenty-four (24) months from the date of last export sale.
4. Volume of Federal timber purchased in the past twenty-four (24) months from the date of last export sale.
5. Volume of timber exported in succeeding twenty-four (24) months from date of last export sale.
6. Volume of Federal timber purchased in succeeding twenty-four (24) 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 Form 5460-16 (Certificate as to Non-substitution 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 twenty-four (24) months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in the 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. The purchaser shall also provide a current, interim Log Scale and Disposition of Timber Removed Report (Form 5460-15) upon request by the Authorized Officer at any time during the contract period for cutting and removal specified in Section 4 of this contract as amended. 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 Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs with a scaling diameter (small end inside bark) of over ten (10) inches, prior to the removal of timber from the contract area. All loads of eleven (11) logs or more will have a minimum of ten (10) logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs will be branded on loads of ten (10) logs or less. One end of all branded logs to be processed domestically will be marked with a three (3) square inch spot of highway yellow paint. The Purchaser will stop trucks for accountability monitoring at mutually agreed upon locations when notified by the Authorized Officer.

If multiple trailers (mule trains) are used, each bunked load shall be considered an individual load, and these guidelines will apply to each bunked load. If a flatbed stake trailer is used, each bundle will be treated as a separate load.

At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. Any increased costs for log branding and painting shall be the responsibility of the Purchaser.

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.