

Off The Rail Timber Sale

IDCO2-TS-2025.0001

SECTION 43, TIMBER RESERVED FROM CUTTING

1. All trees painted with **ORANGE or RED (ownership/cutting unit boundary)** paint, which are on or mark the boundaries of the cutting unit and all timber within the cutting unit area as defined in “Exhibit A” – Sale Contract Map.
 - 1.a. All trees marked to leave (Leave Tree Marked – LTM) painted with a **YELLOW** horizontal band at or near D.B.H. and **YELLOW** painted mark below stump height will be reserved from cutting in the sale unit as shown on “Exhibit A” – Sale Contract Map.
2. A minimum of one (1) and up to three (3) snags per acre shall be retained within the harvest area. One (1) of which are twelve (12) to twenty (20) inches DBH, and if available two (2) larger than twenty (20) inches DBH, and all greater than fifteen (15) 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. Reserve trees and other live trees that will not be cut by the purchaser count towards meeting snag retention requirements.
3. All trees not marked, below merchantability specifications in Exhibit B, and attached hereto and made part hereof shall not be felled. They shall be retained to the best of the contractor’s effort in a workman like good faith attempt to leave as many regeneration trees as possible in the Timber Sale Unit.

SECTION 44, 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. Logging operations will need to commence following the completion of the right-of-way clearing on BLM land right-of-way and the jump-up and landing development as shown on “Exhibit A” – Sale Contract Map.
3. 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.
4. 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 “**weed-free**” by the Authorized Officer prior to moving said equipment to the contract area.
5. As shown on “Exhibit A” – Sale Contract Map; yarding shall be done with ground-based equipment (23 acres).
6. All trees eight (8) inches DBH and greater, lying within this Timber Sale Unit; Unit One (1) as specified in Section 43, meeting the merchantability requirements in accordance with Exhibit B, which is attached hereto and made a part hereof, and either **NOT MARKED** or marked removal with a horizontal band of **BLUE** paint at or near D.B.H. and **BLUE** painted mark below stump height shall be felled, yarded whole tree to approved landing(s) and merchantable products removed from the contract area. 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 (high) side of the tree.
7. All trees eight (8) inches DBH and greater marked with a horizontal band of **YELLOW** paint at or near D.B.H. and a **YELLOW** painted mark below stump height shall be for leave/reserve as outlined in Section 43, (listed below); meeting the merchantability requirements in accordance with Exhibit B, which is attached hereto and made a part hereof, shall be retained within the contract area.
8. Directional felling and skidding of marked merchantable trees during harvest operations shall be required to minimize timber harvest impact to residual leave trees, both merchantable and pre-merchantable.

9. All general log processing, slash piling, and log sorting/decking shall be conducted within the designated boundaries of cutting unit unless approved by the Authorized Officer prior to their construction or use.
10. The location and size of all landings shall be approved by the Authorized Officer prior to their construction or use.
11. No landing shall be located within one hundred (100) feet of any water source. Yarding on the areas designated herein and shown on “Exhibit A” – Sale Contract Map shall be done in accordance with the yarding requirements or limitations for the designated area below:

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 is to be conducted in all tractor harvest units. 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> <p>(1) Mark the location of all skid trails with pink glow flagging.</p> <p>(2) Space designated skid trails at approximately 100-foot intervals.</p> <p>(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.</p>

	<p>(4) No skid trails are permitted in draw bottoms or unstable areas, unless approved by the Authorized Officer.</p> <p>(5) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall keep all skid trails at forty (40) percent or less grade unless otherwise approved by the Authorized Officer. Skid trails shall be water barred in accordance with Exhibit D page 7, which is attached hereto and made a part hereof, and grass seeded in accordance with Section 44, 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) Fell Damaged Residual - Sufficient rub trees (trees marked cut with blue paint or not marked with any color in the leave tree mark unit) 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 1200 feet from the yarding location to an approved landing.</p> <p>f. Scarify and re-contour excavated skid trails and landings 14 inches or more.</p> <p>g. Scarify non-excavated skid trails and landings that are compacted or entrenched 7 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>
--	---

- 13. Damage incurred to existing culverts and gates, (BLM or private) as a result from logging operations shall be repaired immediately, to equal or better than previous condition.
- 14. 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.

15. No yarding or loading is permitted in or through the reserve areas and/or stream buffer areas.
16. 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.
17. **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" – Sale Contract Map & "Exhibit E"-Vicinity Map.

18. The Purchaser shall complete all specified road development requirements, prior to logging operations/removal of any timber (except right-of-way timber).

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 Section(s) 14 & 16 and with specifications listed in Exhibit D, (Road Maintenance Specifications), which is attached hereto and made part hereof.
2. **Final Rehabilitation and Blade:** When all logging and hauling operations cease and are completed in accordance with this contract a final blade and rehabilitation of the Camp Howard Road will be required. Contract will not be considered complete until the approval of the Contracting Officer for the completion of final road maintenance requirements made hereto and made part of hereof.

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.
3. The Purchaser is authorized to use the roads shown on “Exhibit A” – Sale Contract 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 44.D.1.
4. The Camp Howard Road (under the jurisdiction of the State of Idaho) will need to remain open for public access at all times. No equipment nor any activity generated material will bar public travel. Failure to comply with this provision will result in immediate suspension of operations until a remedy is completed. Continued failure to comply with this provision will result in permanent suspension of operations and termination of contract in accordance with Section 10.
5. All hauling along county roads is permissible however in periods of unstable road conditions hauling shall follow any/all weight restriction limits. **Furthermore, extra precaution will be taken when utilizing the Silver Bridge on Doumecq near White Bird, Idaho. Drivers shall ensure that they meet the 14’4” clearance height and shall maintain a speed of 5 mph when crossing the**

bridge. Also refer to the provisions set out in Section 12 of this contract for any liability of damages.

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. Section 26, C of the contract for specifications.
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 are 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 try 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	5	20
Blue Wild Rye (Durar)	3	5	15
Riparian Wheatgrass (Sodar)	4	5	20
Sherman Big Bluegrass	2	5	10
Idaho Fescue	1	5	5
Total	14		70

Purchaser shall provide Two Hundred and Fifty (**250**) 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

Not Applicable (N/A)

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 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 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" – Sale Contract 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.

I. Contributions

Not applicable (N/A)