

DURKEE FIRE SALVAGE
ORV05-TS-2025.0001
SPECIAL PROVISIONS

SEC. 43. TIMBER RESERVED FROM CUTTING - The following timber on the contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government.

- (A) AR-1 All timber on the Reserve Areas as shown on Exhibit A and all trees marked with a combination of orange paint, orange flagging, and/or posters which are on or mark the boundaries of the Reserve Areas.
- (B) AR-2 All timber on the Reserve Areas shown on Exhibit A and all trees flagged with blue and pink flagging which are on or mark the boundaries of the Avoidance Areas, and all trees within blue and pink flagging boundary. Trees within Avoidance Areas may be cut for safety purposes if no ground disturbance occurs only with prior permission of Authorized Officer.

SEC. 44. SPECIAL PROVISIONS

(A) LOGGING

- (1) L-1 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 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 seven (7) or more days.
- (2) L-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) L-4 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) L-8 In all units as shown on Exhibit A, all trees designated for cutting shall be felled and whole tree yarded or yarded with tops attached except when excessive stand damage occurs as determined by the Authorized Officer. If excessive stand damage occurs, all trees shall be bucked into log lengths not to exceed forty-one (41) feet prior to being yarded.

DURKEE FIRE SALVAGE
ORV05-TS-2025.0001
SPECIAL PROVISIONS

- (5) L-11 No trees may be felled into the stream, seep, wetland, or other resource buffers designated on Exhibit A.
- (6) L-12 In all units shown on Exhibit A, yarding/felling shall be done with requirements for the designated areas listed below.

Designated Area	Yarding Requirements or Limitations
<u>Ground Based Harvest & Ground Based (Tractor) Yard Units</u>	<p>Mechanized ground-based felling and yarding operations are subject to seasonal operating restrictions as described in Section 44(A)(9)(L-19) of this contract.</p> <p>Mechanized harvesting operations are optional. All ground-based harvest units may be manually felled.</p> <p>All timber felled shall be processed and decked next to road if the logs are not being hauled.</p> <p>Yarding tractor shall be equipped with an integral arch and yard with one-end log suspension.</p> <p>The harvester, feller-processor, or feller-buncher shall be approved by the Authorized Officer prior to the start of mechanized felling operations. Only purpose-built carriers with boom-mounted felling heads may be approved. The boom must have a lateral reach of twenty (20) feet or more, and the machine's lateral reach must be utilized as much as possible. The purpose-built carrier may be of the articulated, rubber-tired design, or the zero-clearance tail swing leveling track-mounted design.</p> <p>Directional falling to lead and away from streams, unit boundaries, and resource buffers shown on Exhibit A will be required.</p> <p>The harvest equipment shall walk on existing or created slash as directed by the Authorized Officer.</p> <p>Existing skid roads shall be used when possible. Skid roads shall not exceed a width of twelve (12) feet on</p>

DURKEE FIRE SALVAGE
ORV05-TS-2025.0001
SPECIAL PROVISIONS

	<p>average per unit and new skid roads shall be placed at least one hundred fifty (150) feet apart where topography will allow, unless the Purchaser proposes an alternate logging plan that limits soil compaction to less than twelve (12) percent, limits soil productivity loss to less than five (5) percent of the harvest unit, and is approved by the Authorized Officer.</p> <p>Designate skid trails in locations that do not channel water into waterbodies, floodplains, and wetlands, or unstable areas.</p> <p>Rehabilitate utilized skid roads, landings, cable-tractor swing routes, and/or temporary routes as necessary to achieve no more than twenty (20) percent detrimental soil conditions in the ground-based harvest unit, as specified in Sec. 44(C)(9)(E-1).</p> <p>In addition to blocking and water barring skid trails and temporary roads, as shown on Exhibit A, skid trails and temporary roads shall be recontoured and blocked to vehicle traffic with earthen barriers and slash, as determined by Authorized Officer.</p> <p>Landing size shall generally not exceed one-quarter ($\frac{1}{4}$) acre, shall be located along existing roads, temporary routes, and/or cable-tractor swing routes within unit boundaries, and shall be approved by the Authorized Officer. Design landings with adequate drainage so that they are not hydrologically connected to draws or the ditch line of roads.</p> <p>The use of blades while tractor yarding will be limited, equipment shall walk over as much ground litter as possible.</p>
--	---

- (7) L-15 Yarding across Cottonwood Creek shall be limited designated crossing locations, which will be discussed prior to logging beginning. Yarding across avoidance areas in Unit 11 will be limited to designated crossing, which will be flagged with lime green.
- (8) L-19 All mechanical ground based harvesting, ground based yarding, skid trail and landing rehabilitation, machine piling, road and temporary route construction, road

DURKEE FIRE SALVAGE
ORV05-TS-2025.0001
SPECIAL PROVISIONS

and temporary route reconstruction, temporary route decommissioning, or non-emergency road maintenance shall be conducted in the project area when soils are dry, frozen, or covered in at least two (2) feet of snow to prevent soil compaction and displacement. The authorized officer will make the final determination on what soil conditions are conducive to operations and may shut down operations if the soil becomes too wet or does not meet the conditions above.

- (9) L-21 Prior to attaching any logging equipment to a reserve tree the Purchaser shall obtain (written) approval from the Contracting Officer and shall take precautions to protect the tree from damage as directed (in writing) by the Contracting Officer.
- (10) L-22 During logging operations, the Purchaser shall keep Clarks Creek Road, where it passes through the contract area, clear of trees, rock, dirt, and other debris so far as is practicable. The road shall not be blocked by such operations for more than thirty (30) minutes.
- (11) L-23 The Purchaser shall provide two (2) flaggers to control traffic on the Clarks Creek Road, where it passes through Units 1, 2, 3, 6, 7, 8, and 9 whenever trees are being actively felled.
- (12) L-24 Before cutting and removing any trees necessary to facilitate logging in the harvest units shown on Exhibit A, the Purchaser shall identify the location of the skid roads, cable yarding roads, and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding with cutting the following conditions must be met:
 - (a) All skid roads and/or cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Contracting Officer, the width of each skid road, and/or cable yarding road shall be limited to twelve (12) feet.
 - (b) The Purchaser may immediately cut and remove additional timber to clear skid roads and cable yarding roads; and provide tailhold, tieback, guyline, lift and intermediate support trees; and clear danger trees when the trees have been marked with pink paint above and below stump height by the

DURKEE FIRE SALVAGE
ORV05-TS-2025.0001
SPECIAL PROVISIONS

Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Section 3.(b). of the contract or sufficient bonding has been provided in accordance with Section 3.(d). of the contract.

- (c) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Section. 9 of the contract; or, the Authorized Officer determines that the species of trees are not listed in Exhibit B of this contract shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Section 8 of the contract.
- (d) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.
- (e) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Section 8 or Section 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.
- (f) The Government may reserve trees previously designated for cutting and removal by applying yellow paint as replacements for additional trees cut

DURKEE FIRE SALVAGE
ORV05-TS-2025.0001
SPECIAL PROVISIONS

and removed for skid roads and/or cable yarding roads when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescriptions. This may include the replacement of trees damaged by storm events, or insects or disease. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.

- (13) L-27 Notwithstanding the provisions of Section 4, log decks containing ponderosa pine and/or lodgepole pine that were created between December 1 and June 30 shall be hauled prior to July 1 in order to remove Ips beetle (pine engraver) habitat.
- (14) L-29 In accordance with the requirements of Section 8 of contract it has been determined that the sale of additional timber located in any unit as shown on Exhibit A, which is hazardous to workers, severely damaged from the normal conduct of felling or yarding operations and is necessary to meet all applicable State safety laws, codes or regulations. This timber must be cut or removed so that the Purchaser can continue active falling and yarding operations. The Purchaser is, therefore, authorized to cut and remove such additional timber in accordance with the provisions of Section 8 of the contract; provided that:

The Purchaser shall identify each tree sold and cut in accordance with the provision by marking the cut surface of the stump immediately after falling with a large "X". The "X" shall be cut with a chain saw. The stump shall be marked by red spray paint so that that stump can be visually located from a distance of not less than fifty (50) feet.

The volume and value for such timber shall be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and paid for by the Purchaser in accordance with Section 3(b) or 3(d) of the contract as required by Section 8 of the contract through a unilateral modification executed by the Contracting Officer.

No timber may be cut or removed under the terms of this provision until all contract payments required by Section 3(b) or 3(d) of the contract have been made.

DURKEE FIRE SALVAGE
ORV05-TS-2025.0001
SPECIAL PROVISIONS

The permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:

- failed to properly mark any stump as designated in this provision.
- failed to identify the location of any stump.
- cut any tree that was reserved for tree improvement and/or wildlife habitat.
- cut any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground based yarding.
- failed to properly segregate any pulled over tree that was yarded to the landing.
- cut any reserve tree that was not severely (as defined during the prework conference and documented in the approved logging plan) damaged from felling and yarding operations.
- cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
- failed to maintain accurate and current (no more than 24 hours old) documentation of cut and removed timber.

If the permission to cut and remove additional timber provision is withdrawn, the Authorized Officer shall deliver to the Purchaser a written notice that additional sale of timber under this special provision is no longer approved.

If the permission to cut and remove additional timber provision is withdrawn, the Purchaser shall inform the Authorized Officer at least two (2) working days prior to the need for cutting and yarding any guyline tree, tailhold tree, tie-back tree, danger tree, corridor tree, pulled over tree, and severely damaged tree. All sales of additional timber shall comply with Section 8 of the contract. The Contracting Officer may order the Purchaser, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the Government to safely measure and mark additional timber.

All ground-based equipment skid roads upon which timber may be cut and removed in accordance with this special provision must be needed for the removal of timber sold under this contract and shall be limited to the

DURKEE FIRE SALVAGE
ORV05-TS-2025.0001
SPECIAL PROVISIONS

narrowest width necessary for the yarding of logs with minimum damage to reserved trees.

The purchaser shall be liable for damages in accordance with Section 13 of the contract for any reserved timber cut or removed in violation of the terms of this special provision.

- (16) 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 Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs with a scaling diameter (small end inside bark) of over 10 inches, prior to the removal of timber from the contract area. All loads of 11 logs or more will have a minimum of 10 logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs will be branded on loads of 10 logs or less. One end of all branded logs to be processed domestically will be marked with a 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.

(B) ROAD CONSTRUCTION, MAINTENANCE, AND USE

DURKEE FIRE SALVAGE
ORV05-TS-2025.0001
SPECIAL PROVISIONS

- (1) RC-1 The Purchaser shall construct, improve, renovate, and/or decommission all roads, structures, and temporary routes listed for use under this contract in accordance with the plans shown in Exhibits C and D, which is attached hereto and made a part hereof.
 - (a) R-1a Any required construction, improvement, 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.
- (2) R-2 The Purchaser is authorized to use the existing timber haul roads within the contract area, as shown on Exhibit A, which are under the jurisdiction of the Bureau of Land Management for the removal of Government timber sold under the terms of this contract. Timber hauling shall be limited to dry and/or frozen road conditions.
- (3) R-2f The Purchaser shall perform any required road repair and maintenance work on roads identified as Purchaser maintenance, under the terms of Exhibit D, Road Maintenance Specifications, of this contract, which is attached hereto and made a part hereof.
 - (a) Windrowed clearing debris and stockpiled slash shall be distributed over the surface of all temporary roads and water bars shall be constructed in locations which will allow drainage.
 - (b) Temporary roads that are opened for logging will be closed with earthen barricades and slash to the satisfaction of the Authorized Officer after logging is completed.
 - (c) No road maintenance shall be done during wet road conditions.
 - (d) Purchaser shall maintain the cross section of dirt or graveled roads as presently existing or where applicable, to the reconstructed standards required by this contract, by blading and shaping the road surface and shoulders and by the placement of any required maintenance aggregate. Banks shall not be undercut. Established berms shall be maintained and additional berms shall be placed where needed to protect fills as directed by the Authorized Officer.
 - (e) Purchaser shall perform all road clean-up including removal of bank slough, slides and fallen timber, which can practicably be accomplished by a motor patrol grader equipped with a front-end blade, rubber-tired front-end bucket

DURKEE FIRE SALVAGE
ORV05-TS-2025.0001
SPECIAL PROVISIONS

loader, or comparable equipment, and by the use of hand tools. When working conditions dictate end haul of material, the distance and the quantity of material required to be moved shall be limited to what is reasonable and practicable without the use of additional equipment.

Subject to such limitation, Purchaser shall also replace material eroded from fill slopes and clean out drainage ditches and culverts.

In removing material from slides or other sources, Purchaser shall deposit the material which must be moved at locations as designated by the Authorized Officer with the objective that such material will not erode into streams, lakes or reservoirs or cause undue damage to road fill slopes which have been planted or mulched to control soil erosion.

- (f) The Purchaser shall perform preventive maintenance at the end of Purchaser's hauling each season, prior to the onset of wet road conditions, and during nonhauling periods which occur between operations on the contract area to minimize weather damage to roads during the nonhauling period. This may include, but shall not be limited to, slide repairs, cross-ditching, post-hauling blading to remove ruts or other surface irregularities which would interfere with normal runoff of water and cleaning of ditches and culverts.
- (g) Any timber within the right-of-way will be felled and decked at the roadside.
- (h) While performing road maintenance work, Purchaser should avoid contamination or fouling gravel or bituminous surfaces through covering them with earth or debris from ditches, slides, or other sources. Purchaser shall not blade surface material off surface of roads.
- (i) Upon completion of logging, the Purchaser shall block and water bar skid trails and temporary roads where determined appropriate by the Authorized Officer. Blocking shall only be required on skid trails and temporary roads that intersect roads which will remain open after completion of the project. Blocking shall be achieved through construction of earthen barricades, or through placement of boulders, cull logs or slash sufficient to prevent vehicle and ATV traffic as determined by the Authorized Officer.
- (j) In addition to blocking and water barring skid trails and temporary roads, as shown on Exhibit A, recontouring the slope and rehabilitation shall be

DURKEE FIRE SALVAGE
ORV05-TS-2025.0001
SPECIAL PROVISIONS

completed to the satisfaction of the Authorized Officer after logging is completed.

- (k) Subject to such limitation, Purchaser shall also replace material eroded from fill slopes and clean out drainage ditches and culverts.
- (4) R-3c The Purchaser is authorized to use private roadways that are covered by the acquisition easement agreement obtained by the United States Government in 1979 with Elliott Ranches, Inc. Use of all such roadways shall be according to terms and specifications of the agreement which is available for inspection at the Baker Field Office. Consideration of the use of the roads is Purchaser maintenance of the roads.
- (a) Agreement:
Serial Number: OROR - 022703
- (5) R-5 Tracked type equipment shall not be allowed to cross over concrete bridge decks, other concrete surfaced structures or asphalt surfaced roads without the proper protection of that surface. Prior approval shall be obtained from the Authorized Officer when crossing with protective devices.

The Purchaser shall be responsible for repair of any damage to roads or structures caused by the use tracked vehicles or equipment: (1) without written approval; (2) in violation of the conditions of a written approval; or, (3) in a negligent manner. The amount of actual damage shall be determined by the Authorized Officer following a technical inspection and evaluation.

(C) ENVIRONMENTAL PROTECTION

- (1) E-1 In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall restrict non-road, in unit, ground-based equipment used for harvesting, yarding, machine piling, and rehabilitation operations (including temporary routes, tractor swing routes, and landings) to periods of low soil moisture (dry conditions), frozen, or covered in at least two (2) feet of snow. Low soil moisture varies by texture and is based on site-specific considerations. Generally, low soil moisture is determined by the inability of a soil sample taken at four (4) to six (6) inches to maintain form when compressed and the inability of soil moisture at the surface to be readily displaced, causing ribbons and ruts along equipment tracks. Low soil moisture limits will be determined by the Authorized Officer. Ground-based equipment shall be allowed to operate when the ground is frozen or adequate snow exists to prevent soil compaction and displacement, as determined by the Authorized Officer.

DURKEE FIRE SALVAGE
ORV05-TS-2025.0001
SPECIAL PROVISIONS

- (2) E-1 In addition to the requirement set forth in Section 26 of this contract, the Purchaser shall implement the following noxious weed control measures:
- (a) In order to prevent the potential spread of noxious weeds into the Vale District BLM, the operator would be required to clean all logging, construction, chipping, grinding, shredding, rock crushing, and transportation equipment prior to entry on BLM lands.
 - (b) Cleaning shall be defined as removal of dirt, grease, plant parts, and material that may carry noxious weed seeds into BLM lands. Cleaning prior to entry onto BLM lands may be accomplished by using a pressure hose.
 - (c) Only equipment inspected by the BLM would be allowed to operate within the Analysis Area. All subsequent move-ins of equipment as described above shall be treated the same as the initial move-in.
 - (d) Prior to initial move-in of any equipment, and all subsequent move-ins, the operator shall make the equipment available for BLM inspection at an agreed upon location off Federal lands.
 - (e) Equipment would be visually inspected by the Authorized Officer to verify that the equipment has been reasonably cleaned.
- (3) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall only use certified weed-free hay and native grass seed species approved by the Authorized Officer for rehabilitation activities. All seeding shall be contingent upon seed availability.
- (4) E-1 In addition to the requirement set forth in Sec. 28 of this contract, the Purchaser shall prepare a Spill Prevention, Control, and Countermeasure Plan for all hazardous substances to be used in the contract area, as directed by the Authorized Officer. Such plan shall include identification of Purchaser's representatives responsible for supervising initial containment action for releases and subsequent cleanup. Such plans must comply with the State of Oregon DEQ OAR 340-142, Oil and Hazardous Materials Emergency Response Requirements.
- (5) E-1 In addition to the requirement set forth in Sec. 28 of this contract, the Purchaser shall not refuel equipment, store, or cause to have stored, any fuel or other petroleum products within one hundred fifty (150) feet of all riparian management or wet areas. All Petroleum products shall be stored in durable containers and located so that any accidental releases will be contained and not drain into any

DURKEE FIRE SALVAGE
ORV05-TS-2025.0001
SPECIAL PROVISIONS

stream system. Hydraulic fluid and fuel lines on heavy mechanized equipment would be in proper working condition in order to minimize potential for leakage into streams. Absorbent materials shall be onsite to allow for immediate containment of any accidental spills. Spilled fuel and oil shall be cleaned up and disposed of at an approved disposal site.

- (6) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall not locate new landings in areas that contribute eroded fines to streams, wet areas, dry draws and swales. If these landing locations cannot be avoided, ensure that properly installed sediment control measures are placed and maintained, as needed, to keep eroded material onsite.
- (7) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall ensure that silt fencing or other sediment control measures are properly placed and maintained during use and periods of non-use when utilizing landings or temp routes that have the potential to release eroded fines into a stream or wet area, directly or via draws or ditchlines. Any project-related activity would be suspended if conditions develop that cause a potential for sediment laden runoff to enter a wetland, floodplain or waters of the state. Operations can resume when sediment control devices are in place and conditions allow turbidity standards to be met.
- (8) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall, winterize and rehabilitate temporary routes, landings, hydrologically connected corridors and skidtrails and other areas of exposed soils by properly installing and/or using water bars, berms, sediment basins, gravel pads, hay bales, small dense woody debris, seeding and/or mulching, to reduce sediment runoff and divert runoff water away from stream channels, headwalls, slide areas, high landslide hazard locations or steep erodible fill slopes as directed by the Authorized Officer.
- (9) E-1 In addition to the requirement set forth in Section 26 of this contract, the Purchaser shall fully decommission, which includes recontouring the slope: temporary routes and rehabilitate ground based skid trails, tractor swing routes and landings outside of the road prism, within ground-based yarding areas as needed to achieve no more than twenty (20) percent detrimental soil compaction within the unit, as directed by the Authorized Officer, by the following method:
 - (a) If the Authorized Officer deems subsoiling will not cause unacceptable damage to the root systems of residual trees the Purchaser shall discontinuously subsoil, simultaneously water bar, seed, mulch, and barricade. Subsoil to a depth of twelve (12) inches, and no further than

DURKEE FIRE SALVAGE
ORV05-TS-2025.0001
SPECIAL PROVISIONS

thirty-six (36) inches apart. If the Authorized Officer deems subsoiling to this depth will cause an unacceptable amount of damage to the root system of residual trees, the Purchaser shall scarify to a depth of up to six (6) inches and simultaneously water bar, seed, mulch, and barricade.

- (10) E-4 In the all units as shown on Exhibit A, the Purchaser shall select approximately two (2) wildlife trees/snags per acre, greater than 18" diameter at breast height (DBH). Snag density may be substituted in areas depending on approval by Authorized Officer in order to follow all OSHA safety regulation guidelines.

(D) MISCELLANEOUS PROVISIONS

- (1) M-1 The Purchaser agrees that the United States, its power permittees, 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.

(E) FIRE PREVENTION

- (1) F-1 Fire Prevention and Control. 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 of the Authorized Officer.
- (2) F-1a Fire Prevention and Control. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:
- (a) At least three (3) days prior to the operation of power-driven equipment during any 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 and the State of Oregon Department of Forestry.
 - (b) Provide and maintain on the contract area in good working order, and immediately available, the following equipment for use during closed fire season or periods of fire danger:

DURKEE FIRE SALVAGE
ORV05-TS-2025.0001
SPECIAL PROVISIONS

1. F-2a Fire fighting 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 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 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.
2. F-2b At each landing during periods of operation, one (1) tank truck of three hundred (300) gallons or more capacity with five hundred (500) feet of one and one-half inch (1 1/2") hose and a nozzle acceptable to the Authorized Officer. Each tank truck shall be equipped with a pump capable of delivering a minimum of forty (40) gallons per minute (gpm) water flow at one hundred fifty (150) pounds per square inch (psi) engine pressure through fifty (50) feet of 1 1/2 inch fire hose. The pump may be either power take off driven or truck-mounted auxiliary engine driven, or portable. All equipment shall be acceptable to and approved by the Authorized Officer and shall conform to the standards set forth in Oregon Revised Statutes 477.645 through 477.670. All hose couplings shall have the standard thread adopted by the BLM (1 1/2 inches National Hose Thread (NH), 1-inch National Pipe Straight Hose Thread (NPSH) or be provided with suitable adapters. At the close of each working day, all bulldozers and tank trucks shall be filled with fuel and made ready for immediate use. All tank trucks shall be filled with water and made available for immediate use.
3. F-2c Serviceable cell phone or radio equipment able to provide prompt and reliable communication between the contract area, Vale BLM District Office, and Oregon Department of Forestry. Such communication shall be available during periods of operation including the time watchman service is required.
4. F-2d A pair of headlights capable of being quickly attached to each bulldozer used on the contract area. The headlights shall be adequate

DURKEE FIRE SALVAGE
ORV05-TS-2025.0001
SPECIAL PROVISIONS

to provide illumination sufficient to allow use of the bulldozers for fire fighting and construction of fire lines at night.

5. F-2f A headlamp for each employee in the woods crew adequate to provide sufficient illumination for night firefighting. A headlight shall be of the type that can be fastened to the head so as to allow independent use of the hands. At least one extra set of batteries shall be provided for each such headlight.
6. F-2f 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.
7. F-2g A chemical fire extinguisher of at least eight (8) ounces minimum capacity of a type approved by the Oregon State Forester and a size 0 or larger shovel shall be carried during the closed fire season or periods of fire danger by each 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. Any fueling of a power saw shall be done in an area which has first been cleared of all flammable material. Power saws shall be moved at least twenty (20) feet from the place of fueling before the engine is started. Each power saw shall be equipped with an exhaust system and a spark arresting device which are of types approved by the Oregon State Forester.

- (c) F-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 inspected periodically by the Purchaser and shall be kept free of flammable material.

- (3) F-9 During Oregon Department of Forestry regulated use closure, no smoking shall be permitted outside of closed vehicles.

(F) SLASH DISPOSAL

- (1) SD-1 Fire Hazard Reduction. In addition to the requirements of Sec. 15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State

DURKEE FIRE SALVAGE
ORV05-TS-2025.0001
SPECIAL PROVISIONS

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:

- (a) SD-1b Pile all slash created at landings on or adjacent to landing as directed by Authorized Officer.

If the Purchaser elects, with approval from Authorized Officer, to remove limbs and tops at the site where the tree was felled, instead of whole tree yarding, slash will be piled in an area designated by the Authorized Officer. Slash shall be piled by a grapple piler, or similar piece of equipment, that may be operated from the designated skid trails used during skidding operations. Slash in the cable yarding area will not be allowed to be grapple piled. On slopes of thirty (30) percent and greater, slash can be left, if looped and scattered below two (2) feet of height on the slope for erosion control.

- (b) SD-1d Slash shall be disposed of in accordance with the written instructions of the Authorized Officer.

- (c) SD-1f Within fifty (50) feet of the edge of each landing, all tops, broken pieces, limbs and debris more than four (4) inches in diameter at the large end and longer than six (6) feet in length shall be piled within fourteen (14) days of completion of hauling logs from that landing. Landing piles shall be kept free of dirt and located off the driving surface of roads and at least twenty-five (25) feet from any Reserve Tree and/or as directed by the Authorized Officer.

Landing piles shall be less than sixteen (16) feet in height and width. Cover piles with large enough piece of four (4) mil polyethylene sheeting to ensure a dry ignition spot, generally ten (10) foot by ten (10) foot. The Purchaser is required to furnish the covering materials. The timing of this covering work shall be in accordance with instructions from the Authorized Officer. If the structure of the landing piles will not permit adequate consumption of piled debris by burning, the Purchaser shall re-pile them at the direction of the Authorized Officer.