

**Sec. 43. Timber Reserved from Cutting**

The following timber on Government land, described under Section 1 of the contract (and shown on Exhibit A), is hereby reserved from cutting and removal under the terms of this contract and is retained as property of the Government:

- A. All trees posted with signs, which are on or mark the boundaries of the sale boundary, shall be reserved from cutting and removal, unless determined to be a safety hazard.
- B. An emphasis will be placed on retaining approximately 5 standing dead trees (snags) greater than (14) inches in diameter at breast height per acre, except snags that must be felled to permit safe working operations must be retained on site, unless authorized by the Authorized Officer.
- C. All existing downed wood regardless of decay class are reserved from harvesting. No “snapped off” leave tree timber inside the logging unit may be severed unless determined to be a safety hazard and must be retained on site unless authorized by the Authorized Officer.
- D. All timber in the Contract Area, shown on Exhibit A, except trees identified for cutting heretofore by the Government shall be designation by description (Exhibit D).
- E. All hardwood trees and pacific yew (water and paper birch, aspen and alder) are reserved from cutting.

## Section 44, Special Provisions

### I. Log Export and Substitutions

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 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 redcedar 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 12 months from the date of last export sale.
- D. Volume of Federal timber purchased in the past 12 months from the date of last export sale.
- E. Volume of timber exported in succeeding 12 months from date of last export sale.
- F. Volume of Federal timber purchased in succeeding 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" (Form 5460-16). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized

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Officer.

In the event an affiliate of the Purchaser has exported private timber within 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.

## II. Woods Operations

A. Payment for timber is based on weight scale. The Purchaser may make payment for timber removed from the sale area using one of the following options:

**Table: Options**

Option 1	Option 2
Payments shall be made as described in Section 3 of the contract.	<p>Not including the first installment payment, the Purchaser shall maintain sufficient installment payments or bonding that equal or exceeds the value of timber cut but not removed from the contract area.</p> <p><b>Payments for timber removed (yarded to a loading point) shall be made directly to the Bureau of Land Management by mill(s)</b> for scaled volume delivered from the sale area. Payments from mill(s) shall be made in bimonthly payments (two (2) payments each month) with payments no greater than 15 days apart. Upon written approval from the Authorized Officer, monthly payments from mill(s) may be made.</p> <p>Payment shall be made according to the rates shown in the third column of the table in Section I of Exhibit B.</p>

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- B. Prior to hauling logs the Purchaser shall provide a copy of the purchase agreement between the Purchaser [and/or the Purchaser's subcontractor(s)] and mill(s), company(ies), individual(s), etc. receiving logs, pulp, or other products from the contract area.
- C. Unless otherwise approved in writing by the Contracting Officer, the Purchaser shall provide the Authorized Officer bimonthly [on the 15th and the 30th (or 31st) of each month] scaling reports, indicating the merchantable volume removed from the contract area, by species, product, and/or other timber products (as indicated in Section I of Exhibit B).
- D. Scaling shall be done in accordance with the provisions specified in Exhibit B of the Timber Sale Contract.
- E. The Purchaser remains responsible for any fires occurring on the contract area that arises because of the Purchaser's negligence until such time as operations are completed and accepted by the Authorized Officer in writing or when the Authorized Officer terminates the contract.
- F. 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 the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if the Purchaser intends to cease operations for any period of 7 or more days.
- G. 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.
- H. To reduce adverse impacts to migratory bird species, operations will be restricted to 20% of the sale area (74 acres) between April 1st and July 15th of each year.
- I. During woods operations, the Purchaser shall keep access roads clear of trees, rock, dirt, and other debris so far as is practicable.
- J. Whole tree yarding shall be utilized in all units to reduce the residual fuel loading throughout the project area.
- K. All existing downed wood regardless of decay class are reserved from harvesting. No "snapped off" leave tree timber inside the logging unit may be severed unless determined to be a safety hazard and must be retained on site unless authorized by the Authorized Officer.
- L. Where possible, approximately 5 standing dead trees (snags) greater than 14 inches in diameter at breast height per acre shall be retained, except those snags that must be felled to permit safe working operations must be retained on site, unless authorized by the Authorized Officer.
- M. Use of Feller Bunchers are permitted on slopes up to 45%. Use of Feller Bunchers on slopes exceeding 45% must be approved by the Authorized Officer. If the Authorized Officer determines that excess damage to the soil, trees designated for harvest, leave

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- trees, soil, or other components of the forest ecosystem is being caused by use of Feller Bunchers, the Authorized Officer may suspend use of such equipment.
- N. All trees designated for cutting shall be cut so the resulting stumps are not higher than 12 inches measured from the ground on the uphill side of the trees.
- O. The Purchaser shall not top trees prior to skidding and/or yarding. All tops still attached to the last merchantable log shall be yarded to the landing and piled.
- P. Tops that have been broken off above the last merchantable log shall be lopped such that the central stem is less than 12 inches from the ground. All side branches shall be lopped and may not extend more than 6 inches from the central stem. All slash shall be scattered away from the central stem.
- Q. All trees, except those reserved, shall be felled insofar as topography and lean permit, diagonally towards or away from the marked centerline of skid trails and away from sale boundary lines.
- R. Trees designated for cutting are not painted, but are described in Exhibit D, Designation by Description (DxD).
1. In the areas designated for **GROUND-BASED YARDING**, shown on Exhibit A
    - a. The use of ground-based equipment (e.g. crawler tractors, skidders, feller bunchers, etc.) is allowed.
    - b. The Purchaser shall not skid logs across private lands without permission of the affected landowner(s). The Purchaser shall provide written proof to the Authorized Officer that permission has been obtained to skid logs across private land. Prior to termination of the contract the Contractor shall provide written proof from the landowner(s) that the terms of use have been satisfactorily met.
  2. The use of ground-based equipment (e.g. crawler tractors, skidders, feller bunchers, etc.) shall not be allowed between **November 15<sup>th</sup> of one calendar year and June 15<sup>th</sup> of the following calendar year**, except under the following conditions:
    - a. The Authorized Officer determines that soil moisture conditions are satisfactory to prevent damage to the soil.
    - b. The Authorized Officer determines that the ground is frozen sufficiently to prevent damage to the soil.
    - c. The ground is covered with snow greater than two feet in depth.
  3. The use of ground-based equipment will not be allowed when the Authorized Officer determines that damage is occurring to the soil due to operating procedures or soil moisture conditions.
  4. All skidding shall be done by equipment operated entirely on designated collector trails and/or skid roads. Before felling and skidding any timber, the Purchaser shall locate and construct designated collector trails and/or skid trails/roads as follows:
    - a. The Purchaser shall keep the number of collector trails to a minimum.

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Unless otherwise approved by the Authorized Officer all collector trails shall be marked with pink flagging prior to construction. All collector trails must be approved by the Authorized Officer prior to use.

Collector trails shall:

- Be placed to minimize soil disturbance, minimize cutting into the slope, and provide maximum protection to reserve trees.
- Avoid springs and wet areas.
- Not cross streams or water ways and associated riparian zone.
- Not be located in draw bottoms or unstable areas, unless approved by the Authorized Officer.
- Not exceed 16 feet in width, unless otherwise approved by the Authorized Officer.
- Not exceed a 35 percent grade, except for those collector trails approved to exceed 35 percent grade by the Authorized Officer.
- Shall be water barred at the end of each operating season and within 30 days after completion of use.
- Shall be grass seeded as per Section 44.I.2 and brought back to slope within 30 days after completion of use.

- b. Prior to use, all skid trails/roads shall be marked with pink flagging and approved by the Authorized Officer, unless otherwise approved. Skid trails shall be placed to minimize soil disturbance and provide maximum protection to reserve trees.
- c. Unless otherwise approved by the Authorized Officer, skid trails/roads shall run perpendicular (up and down) to the slope and shall be spaced at approximately 100-foot intervals. In areas where the removal of wind thrown and/or snapped off material requires skid trails/roads intervals of less than 100 feet for the protection of reserve trees, skid trails shall be spaced at the maximum interval possible to provide the maximum protection to the reserve trees.
- d. The Authorized Officer shall approve any skid trails that will not run perpendicular to the slope and “go back” skid roads needed to remove logs prior to their use.
- e. The Purchaser shall limit the width of skidding corridors to the minimum width necessary for skidding of logs with minimum damage to reserve trees, but, in any case, the width of each corridor shall not exceed 16 feet measured between trunks of reserve trees.
- f. No skid trails/roads shall be in draw bottoms or unstable areas, unless approved by the Authorized Officer.
- g. In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall keep all skid trails at a 35 percent or less grade, except for those skid trails/roads approved to exceed 35% by the Authorized Officer.

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- h. The Purchaser shall water bar and apply grass seed (per Section 44.I.2 and 44.I.3) all skid trails/roads directed by the Authorized Officer.
- 5. Sufficient rub trees shall be left adjacent to collector trails and/or skid roads to protect the residual timber from logging damage during skidding. After the designated timber has been yarded, damaged trees on either side of skid road designated for cutting and removal by the Authorized Officer shall be cut and removed as provided by Section 8 of this contract.
- 6. In the areas designated for **CABLE YARDING**:
  - a. Yarding will be done with a cable yarding system capable of yarding logs from distances up to 1500 feet.
  - b. One-end log suspension is required during yarding operations. Intermediate supports and/or lift trees may be required to obtain the required suspension.
  - c. A carriage is required which will maintain a fixed position on the skyline during lateral yarding and has a minimum lateral yarding capability of 150 feet (75 feet on each side of the yarding corridor).
  - d. Yarding corridors will be perpendicular to the slope.
  - e. Downslope yarding that exceeds one tree length in distance shall be permitted only upon prior approval from the Authorized Officer.
  - f. Before clearing any cable corridor necessary for yarding:
    - i. All cable corridors shall be marked with pink flagging and approved by the Authorized Officer, unless otherwise approved.
    - ii. Designated cable corridors shall be spaced at approximately 150-foot intervals.
    - iii. Cable 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 15 feet measured between trunks of reserve trees, unless otherwise approved by the Authorized Officer.
  - g. Prior to attaching any logging equipment to a reserve tree, the Purchaser shall obtain approval from the Authorized Officer and shall take precautions to protect the tree.
  - h. Sufficient rub trees shall be left adjacent to cable corridor to protect the residual timber from logging damage during the yarding cycle. The Authorized Officer shall designate damaged trees on either side of corridor to be cut and removed as provided by Section 8 of this contract.
- S. At the Authorized Officer discretion, non-merchantable trees damaged during felling, skidding, or yarding operations shall be severed and lopped such that the central stem is within 6 inches of the ground throughout its length. No side branches may extend

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above 12 inches off the ground.

- T. Work shall be accomplished with care and no oil, gasoline, bituminous mixtures or other harmful or foreign materials shall be allowed to enter any channels. Areas that have become saturated with oil, gasoline, or bituminous products shall be excavated to a depth of 12 inches beyond the contaminated material and backfilled with approved material. The process for disposal of contaminated material shall be approved by the Authorized Officer.

### III. Road Renovation/Dust Abatement

- A. Road Renovation: The Purchaser shall renovate the roads shown on Exhibit A-1. Road renovation work shall be completed and approved by the Authorized Officer prior to removal of logs from any of the units shown on the Exhibit A map.
1. The Purchaser shall take precautions to avoid damaging culverts. Unless otherwise approved by the Authorized Officer, final blading shall be done with a motor patrol grader.
  2. The Purchaser shall brush the access roads, and spur roads shown on Exhibit C per specifications in Exhibit C-8.
  3. The Purchaser is responsible for acquiring a bridge suitable for hauling on the stream crossing identified in Exhibit A-1.
- B. Dust Abatement: If the Authorized Officer determines that dust abatement is needed, the Purchaser shall apply dust palliatives and or water to roads shown on Exhibit A-1 per specifications in Exhibit C-8 and C-9. The Contract will be modified to cover the costs of applying dust palliatives and or water as directed by the Authorized Officer.

### IV. Road Maintenance

- A. The Purchaser shall repair any structure or facility damaged during operations on the contract area. Repairs shall return the structure or the facility to the conditions it was in prior to commencement of operations on the contract area. The Purchaser shall return all landing(s) and roads to the conditions agreed to with private landowners, Federal, State, or Local Governments or as specified in this Contract; otherwise the Purchaser shall return all landings(s) and roads to the conditions they were in prior to commencement of operations.
- B. The Purchaser may be required, at the Authorized Officer's discretion, to do regular, seasonal, and final maintenance on Langlois Creek/West Fork Pine Creek Road and all haul roads shown on Exhibit A-1.
1. Snow Removal: The Purchaser shall be permitted to remove ice and snow from roads authorized for use under this contract. Berms of ice and snow created by hauling during the winter shall be broken before spring runoff begins or immediately after hauling is completed whichever occurs first.

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2. Regular Maintenance: The Purchaser shall blade and shape the road surface and shoulders with a crawler tractor or motor patrol grader. Banks shall not be undercut. The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe, and maintaining water dips and water bars. Drainage structures that are non-functional shall be repaired as soon as discovered or when notified by the Authorized Officer whichever is earlier. During winter logging, the Authorized Officer may require the construction of additional water dips or water bars to prevent water build up on the road surface.
3. Seasonal Maintenance: The Purchaser shall perform preventive maintenance at the end of Purchaser's hauling each season and during non-hauling periods which occur between other operations on the contract area. This includes cross ditching, removing ruts or other surface irregularities, constructing water dips and or water bars at locations designated by the Authorized Officer.
4. Final Maintenance: The Purchaser shall complete final maintenance and/or damage repairs on all roads used within 30 days following completion of hauling. This work shall include blading and shaping the road surface and shoulders using a grader, cross ditching, and constructing water dips or water bars at locations designated by the Authorized Officer. After completion of hauling operations, if proper moisture or other conditions are not suitable to perform final maintenance, the Authorized Officer may delay work until proper conditions exist.

#### **V. Road Use**

- A. In the use of county roads, the Purchaser shall comply with seasonal load restrictions placed on these roads.
- B. The Purchaser shall post logging traffic warning signs on the West Fork of Pine Creek Road, Langlois Creek Road, and any other locations that may be designated by the Authorized Officer.
- C. The Langlois Creek Road system is closed to public motorized traffic August 25 through December 31. Gates must be closed and locked during this time.

#### **VI. Slash Disposal**

In addition to the requirements of Section 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 his operations, the Purchaser shall remain responsible to the Government for performance and completion of the following measures required by this contract.

- A. The Purchaser shall not top trees prior to yarding. All tops still attached to the

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last merchantable log shall be yarded to the landings and piled.

- B. Tops that have been broken off above the last merchantable log shall be lopped such that the central stem is less than 12 inches from the ground. All side branches shall be lopped and may not extend more than 6 inches from the central stem. All slash shall be scattered away from the central stem. This work on each unit shall be completed within 30 days after completion of yarding operations on that unit unless otherwise authorized by the Authorized Officer.
- C. At the Authorized Officer discretion, non-merchantable trees damaged during felling, skidding, or yarding operations shall be severed and lopped such that the central stem is within 6 inches of the ground throughout its length. No side branches may extend more than 12 inches above the ground.
- D. The Purchaser shall pile all slash and debris accumulated at landings at location(s) designated by the Authorized Officer. Slash shall be piled using a Coeur d'Alene brush grapple (or equivalent) as directed by the Authorized Officer in accordance with the following instructions:
  - 1. Piles shall be tight and free of earth.
  - 2. No slash piles shall be closer than 30 feet to a leave tree.
  - 3. All slash piles shall be covered with a Kraft laminated waterproof paper or an acceptable equivalent. The paper shall be placed so the center 1/3 is covered and the cover secured on the pile in a manner so that wind will not blow it off.
  - 4. Slash shall be piled at each landing within 30 days after completion of yarding operations to that landing and approved by the Authorized Officer.
  - 5. If required to meet resource or prescribed fire objectives, the Government may designate different maximum pile sizes, minimum sizes or both dependent on the proximity of reserve trees, soil conditions, method of piling and the amount of slash to be piled.
- E. The Authorized Officer has the authority to declare an escaped fire a wildfire. If an escaped fire has been declared a wildfire, the BLM will assume control of the fire. The BLM will assign an Incident Commander to the escaped fire and the Purchaser shall make any of the Purchaser's personnel and equipment available for fighting the wildfire until relieved by the Incident Commander.
  - 1. In the event of an escaped fire, Purchaser's personnel and equipment shall, under supervision of the Authorized Officer or designated representative, take action to suppress, including control and mop-up, the escaped fire until released from such service by the Government. If it becomes necessary to suppress a fire which escapes from the prescribed fire area for a period beyond midnight of ignition day, then the Government shall, at its option, release the Purchaser from additional suppression work and assume responsibility for suppressing the escaped fire.
  - 2. The Purchaser is liable for and will be billed for suppression cost and associated damages. The Government may also require the Purchaser to perform mop-up on escaped fire area(s).
  - 3. In situations where an escaped fire is controlled and contained by an adequate

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fire break (i.e., trail, road, stream, rock formation, etc.), the Government may permit the Purchaser to remove personnel for that day; provided that, all mop-up work on the escaped fire area is included with mop-up work on the prescribed fire area. In such an event, the Purchaser must sign a statement of agreement to complete mop-up work on all escaped fire areas concurrently with mop-up work on the prescribed fire area.

4. In case of injury to personnel or damage to equipment furnished by the Purchaser as required by this subsection, liability shall be borne by the Purchaser, unless such injury or damage is caused by Government negligence.
- F. Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the personnel and equipment required herein, the Purchaser shall be responsible for all additional costs incurred by the Government in disposing of slash including but not limited to the wages and other costs of providing a substitute labor force, substitute equipment and appropriate additional overhead expenses. If the Purchaser's failure results in deferral of burning and new conditions necessitate additional site preparation work and/or use of additional personnel and equipment to accomplish planned burning, the Purchaser also shall be responsible for such additional costs.

## VI. Fire Prevention

- A. The Purchaser shall comply with all the applicable Idaho State Fire Prevention Laws, Rules, Regulations, and Standards.
- B. 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.
- C. The Purchaser shall provide **Basic Fire Cache(s)**.
  1. At a minimum, the Purchaser shall maintain in good repair on the contract area, one Basic Fire Cache at each landing. However, one Basic Fire Cache may serve two landings not over six hundred (600) feet apart. The Authorized Officer may also designate additional area(s) to locate Basic Fire Caches. Each **Basic Fire Cache** shall be contained in a sturdily constructed box marked "FOR FIRE USE ONLY". The box shall have a hinged lid and a hasp by which the lid can be sealed.
  2. Each Basic Fire Cache shall contain tools for ten (10) people. If the Purchaser's crew and/or subcontractors' crew on the contract area exceed ten (10) people, the Purchaser shall add additional Basic Fire Caches such that each person on the Purchaser's crew and/or subcontractors' crew has a fire fighting tool. All tools and equipment shall be maintained in good condition and located at a point immediately accessible for fighting purposes. Axes,

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shovels, and Pulaski tools shall be on tight, strong handles and have and shall have sharp cutting edges.

3. Each **Basic Fire Cache** shall contain the following tools and equipment.
  - a. Two (2) axes
  - b. Five (5) shovels. Each shovel shall have a handle not less than three (3) feet in length and a blade not less than seven and three-quarters ( $7\frac{3}{4}$ ) inches wide.
  - c. Three (3) Pulaski tools
  - d. Two (2) water buckets
4. Any person using a portable power saw shall have the following equipment immediately available:
  - a. A shovel in good condition with not less than a 3-foot handle and a blade not less than  $7\frac{3}{4}$  inches wide shall be within 50 feet of any power saw when in operation.
  - b. A fully charged, operable chemical fire extinguisher of at least 8 ounces minimum capacity of a type approved by the State of Idaho Department of Lands local District Fire Wardens 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. A size "0" or larger shovel shall be available with each gas can when refueling. 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 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.
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 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. One backpack pump full of water and in good operating condition shall be kept at each tail block.
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 on the woods-crew, and a pair of headlights for each bulldozer.

## VII. Environmental Protection

### A. Noxious Weeds

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1. To prevent the potential spread of noxious weeds (i.e. knapweed, hawkweed, etc.), the Purchaser shall clean all logging equipment (i.e. crawler tractors, skidders, excavators, jammers, cable yarders, etc) prior to entry onto the contract area. All dirt and plant parts that could carry noxious weed seeds shall be removed from logging equipment. Any other logging equipment that is brought into the area shall be cleaned prior to entry onto the contract area. If any logging equipment is removed from the sale area and then returned to the sale, such logging equipment shall be cleaned prior to entry onto the contract area.
2. The Purchaser will be required to pay an additional \$875.00 contributed funds for noxious weed control. Note: That the amount of contributed monies is in addition to the total amount bid for timber (an allowance has been made in the appraisal for this fee).

B. Grass Seeding

1. In addition to the requirement set forth in Section 26 of this contract, the Purchaser shall provide and apply grass seed, as designated by the Authorized Officer on cuts, fills, waste areas, collector trails, and skid trails. The Authorized Officer may set time limits for the beginning and completion of erosion control measures. Grass seed and suitable equipment to apply these materials shall be furnished by the Purchaser. The material and equipment shall be approved 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 written proof that the seed mixture and fertilizer meet the requirements listed below.
2. The Purchaser shall provide and apply **approximately 175 lbs** of grass seed containing a mixture similar to Inland Northwest Native Mix. The Purchaser, upon request of the Authorized Officer, may substitute the Erosion Control Mix or similar if the Northwest Native Mix is unavailable.

**Table: Grass Seed Mixture Contents**

<b>Northwest Native Mix</b>	<b>Erosion Control Mix</b>
Slender Wheatgrass	Hard Fescue
Sherman Big Bluegrass	Sheep Fescue
Mountain Brome	Annual Ryegrass
Idaho Fescue	Canada Bluegrass
Bluebunch Wheatgrass	

3. Grass seeding shall occur when soil moistures are adequate for seed germination (October through June). The Purchaser shall get prior approval from the Authorized Officer to begin seeding.
4. Grass seed which has become wet, moldy, or otherwise damaged, shall not be used.
5. No seed shall be applied when wind velocities will prevent uniform application of the material on the designated areas.

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6. 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.
7. 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.
8. 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

C. Erosion Prevention

Water bars and rolling dips constructed shall be in accordance with the specifications shown on Exhibit C-3, C-4 and C-5, which is attached hereto and made a part hereof.

D. Cultural

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.

E. Sensitive Species

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.

**IX. Insurance & Bonds**

The Purchaser shall furnish satisfactory evidence of liability insurance in a form generally acceptable in the trade and customary in this area insuring said party against liability arising out of its operations with limits of \$1,000,000.00 for injury or death to one person, \$2,000,000.00 for injury or death to two or more

Purchaser's Initials: \_\_\_\_\_

persons, and \$2,000,000.00 for damage to property.