

**Contract Special Provisions  
East Horse Creek Salvage Sale  
Contract No. WY-P09-TS-2025.0001**

**(a) Access and Hauling**

BLM-provided access to the sale area shall be via state highway 410, county road 279, BLM Road 4319, and existing primitive dirt roads.

Access to the sale is via existing roads only. The Purchaser shall be required to upgrade or maintain the existing primitive dirt roads as purchaser performed maintenance to the minimum necessary for safe hauling of logs.

Authorized officer reserves the right to prohibit hauling on weekends and federal holidays dependent on traffic. Weekends begin Fridays at 4pm and conclude Sunday at 11:59pm. Federal holidays during the operating season include Independence Day, Labor Day, Columbus Day, and Veterans Day.

Any incidents or near misses with other traffic shall be reported to the Authorized Officer within 24 hours. If deemed necessary, the Authorized Officer shall adjust the safety protocol to protect visitor health and safety.

The Purchaser is authorized to use the roads which are under the jurisdiction of the Bureau of Land Management, for the removal of timber sold under the terms of this contract; provided, that at all times during the period of operations on the contract area, and upon completion of said operations, the purchaser shall be liable for maintenance and repair of said roads resulting from wear or damage, except damage caused by major catastrophes or disasters resulting from Acts of God, or wear and damage caused by third party users.

**(b) Road Maintenance**

Road shall be maintained in equal or better condition. Maintenance shall include grading or smoothing the road surface to the minimum necessary for safe hauling, and maintaining any erosion control structures such as waterbars or rolling dips in functional condition.

Slash resulting from vegetation removed from road corridors shall be masticated or lopped and scattered to a maximum height of eighteen (18) inches or piled.

When two or more commercial operators are simultaneously using the same road where BLM is not requiring maintenance deposits, the commercial users shall develop maintenance responsibilities and arrangements for accomplishing the work. BLM must agree to this plan. If the commercial users cannot agree on maintenance responsibilities, BLM shall resolve the differences.

**(c) Operating Season and Wildlife Restrictions**

Harvest operations, equipment hauling, and timber hauling shall be prohibited from May 1 to June 30 due to proximity to elk calving areas.

**(d) Camping**

Purchaser shall be allowed to camp on or near the contract area while work is ongoing. The location of dispersed campsites shall be approved by the Authorized Officer. The 14-day public dispersed camping limitation shall be waived for the Purchaser for the purpose of working on harvest operations and timber hauling.

Camp and project sites shall be always maintained in a sanitary condition; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.

**(e) Logging Operations**

Total sale acreage is approximately 18 acres.

Before beginning operations on the contract area for the first time or after a shutdown of 15 or more days, the Purchaser shall notify the Authorized Officer of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer if they intend to cease operations for any period of 15 or more days.

Skidding shall be done with either a crawler or rubber-tired skidder. No skidding shall be allowed through reserve timber except on designated skid trails. Location of skid trails and decking areas must be approved by the Authorized Officer in advance of yarding.

The Purchaser shall locate skid trails as follows:

a) Space major skid trails at approximately one hundred fifty (150) feet apart unless otherwise agreed to by the Authorized Officer. Minor (feeder) trails will be placed to minimize surface disturbance.

b) No skid trails are permitted in unstable areas, unless approved in advance in writing by the Authorized Officer.

c) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall keep all skid trails at a thirty-five (35%) or less grade unless approved in advance by the Authorized Officer.

d) The Purchaser shall designate landings. All landings will be approved by the Authorized Officer prior to construction and use.

Gates shall be left open or closed as found upon arrival, unless otherwise agreed upon. Fencelines disturbed by this operation shall be returned to their original or better condition.

The boundaries of the units are marked with vertical stripes of orange paint on vegetation, approximately two (2) feet in length facing the harvest units. On boundary trees, 3 stripes are painted, of which the center strip faces the harvest unit, and each end stripe faces the boundary. Boundary trees are reserved from cutting. Some units may have orange flagging to assist in locating the paint, but the paint is the legal unit boundary.

All trees greater than or equal to seven (7) inches diameter at breast height, designated for cutting, shall be cut so that the resulting stumps shall not be higher than twelve (12) inches measured from the uphill side, unless otherwise agreed in advance. All trees less than seven (7) inches diameter at breast height shall be cut so that the resulting stumps shall not be higher than six (6) inches measured from the uphill side.

Hanging trees that are a result of logging operations shall be brought to the ground immediately. If these trees cannot be brought down during the same operating period they must be identified as a hazard tree and marked with bright flagging which shall be visible from all sides.

Purchaser shall conduct all operations in a manner that minimizes damage to lodgepole pine reproduction and all other reserved trees regardless of size or merchantability. BLM recognizes that some damage during operations will be necessary and unavoidable.

The size and location of landings and skid trails shall be approved by the Authorized Officer prior to construction.

The Purchaser shall maintain all erosion control structures such as waterbars and broad-based dips in a functional condition during operations.

Wyoming Best Management Practices (BMP's) shall be followed by the Purchaser. BLM will supply the Purchaser with a free copy of Wyoming BMP's upon request.

**(f) Slash Disposal**

The purchaser shall pile slash created by the harvesting activity by hand or machine. A minimum of 90% of the "green" surplus material created by logging shall be piled. Finished piles shall be tight and free of excess soil. All objects that extend more than six (6) feet in any direction from the pile profile shall be cut off and returned to the pile. Piles shall be located at least twice their diameter from residual aspen. The dozer piling machine shall not be operated within one hundred (100) feet of a stream channel, live stream, or wetland. Whole tree skidding and piling at the landings is acceptable.

The purchaser shall not burn the slash piles. The slash piles shall be burned by BLM personnel.

**(g) Road Partial Closure and Skid Trail Reclamation following harvest**

Upon completion of operations, Purchaser shall scatter slash on any major skid trails in a manner to discourage public motorized use. Purchaser shall seed skid trails and bare soil areas created by skidding or landings using BLM approved seed mix at a rate approved by the authorized officer.

Unless otherwise agreed in writing, seeding shall be done in the fall during weather and moisture conditions favorable for quick germination and growth of the plants. Seeding shall be completed in a timely manner following the last disturbance activity by the purchaser in the disturbed area.

**(h) Invasive Species**

To prevent the spread of noxious weeds into the project area, the Purchaser and its sub-contractors shall be required to clean all off-road logging and construction equipment prior to entry on to BLM lands associated with the cutting units. The Purchaser shall employ whatever cleaning methods are necessary to ensure that off-road equipment is free of noxious weeds. Equipment shall be considered free of soil, seed, vegetative matter, and other such debris that could contain or hold seeds, when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools is not required.

Only logging and construction equipment cleaned as specified and inspected by the BLM will be allowed to operate within the project area. All subsequent move-ins of equipment to the agreement project area shall be treated in the same manner as the initial move in.

"Off-road equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

Unless otherwise agreed, the Purchaser shall give the BLM at least 24 hours' notice when equipment is ready for inspection. Notification will include an agreed upon location where the equipment will be available for inspection by the BLM.

New infestations of noxious weeds, of concern to BLM and identified by either the Purchaser or BLM, on the Sale Area, shall be promptly reported to the other party. The Purchaser and BLM shall agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found. A current list of noxious weeds of concern to BLM is available at each Field Office.

**(i) Cultural & Paleontological Resources**

The following stipulations for cultural and paleontological resources apply.

"If any cultural values (sites, artifacts, human remains) are observed during operation they would be left intact and the Authorized Officer (AO) notified. The Operator would be responsible for informing all persons in the area who are associated with this project that they would be subject to prosecution for knowingly disturbing historic or archaeological sites, or for collecting artifacts. If historic or archaeological materials are uncovered during construction, the Operator would immediately stop work that might further disturb such materials and contact the AO."

"Should any paleontological resources be discovered during the life of the project, the following stipulation will apply: Any paleontological resource (site or object) discovered by the Contract Holder (CH), or any person working on their behalf, shall be immediately reported to the Authorized Officer (AO). The CH shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the AO. An evaluation of the discovery will be made by the AO to determine appropriate actions to prevent the loss of significant cultural or scientific values. The CH will be held liable for any damage occurring to Paleontological resources due to negligence, inaction, or inappropriate use of this contract."

In addition equipment and vehicles are not allowed off road outside of the sale area boundary and must be on or adjacent to approved skid trails, landings and existing roads.