

THIS IS A SALE PROSPECTUS ONLY. ATTACHMENTS MAY NOT INCLUDE ALL EXHIBITS REFERRED TO IN THE CONTRACT PROVISIONS. THE COMPLETE CONTRACT, INCLUDING ALL EXHIBITS, IS AVAILABLE FOR INSPECTION AT THE PINEDALE FIELD OFFICE.

Section 43. TIMBER RESERVED FROM CUTTING -The following timber in the Contract Area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of the Government.

- (a) All trees outside of Harvest Area boundaries, not modified into contract and purchased.
- (b) All retention trees marked with orange paint above and below stump height within the cutting areas and all orange flagged and/or orange painted and posted trees which are on or mark the boundaries of the Reserve Areas.

Section 44. The Purchaser shall comply with the special provisions which are attached hereto and made apart hereof, unless otherwise authorized in writing by the Authorized Officer.

Section 44(A) Logging:

- (1) Before beginning operations in the Contract Area for the first time or after a shutdown of ten (10) or more days, the Purchaser shall notify the Authorized Officer in writing of the day they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of ten (10) or more days.
- (2) Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to 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 by this provision.
- (3) No timber falling, bucking or yarding shall be conducted on the Harvest Area, shown on Exhibit A, from November 15th to April 30th, both days inclusive for crucial winter range, unless otherwise approved by the Authorized Officer.
- (4) No timber yarding, loading or hauling shall be conducted on native surface roads during wet conditions and/or soil saturation.
- (5) For a distance of fifty (50) feet from the perimeter of each landing designated by the Authorized Officer, all logs more than eight (8) inches in diameter at the large end and longer than eight (8) feet in length shall be decked or windrowed at the location designated by the Authorized Officer, except logs sold and removed from the Contract Area.
- (6) In the Harvest Area shown on Exhibit A, all trees designated for cutting shall be felled, limbed and cut into log lengths not to exceed forty-two (42) feet before being yarded, unless otherwise approved by the Authorized Officer.
 - (a) All ground-based yarding systems shall be limited to established roads.
 - (b) 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 from damage as directed by the Authorized Officer.
- (7) In the Harvest Area designated for ground-based yarding, as shown on Exhibit A (approximately 60 acres):
 - (a) Existing skid trails shall be used to the greatest extent possible.
 - (b) No ground-based yarding shall be permitted during periods of unseasonably wet weather and soil moisture conditions, unless otherwise approved by the Authorized Officer.
 - (c) A rubber-tired or track-mounted skidder may be used in accordance with the following specifications:

- (1) The skidder shall be approved by the Authorized Officer prior to ground-based yarding operations.
 - (2) Yarding shall be done with one end of the log suspended when possible.
 - (3) Existing skid trails should be utilized to the greatest extent possible and spaced at least one hundred (100) feet apart.
- (8) The Purchaser agrees that sale of any 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 trees otherwise reserved in Section 43 of the 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.
- (a) 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.
 - (b) 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.
- (9) In accordance with the requirements of Section 8 it has been determined that the sale of additional timber located in the Contract Area, as shown on Exhibit A, which is obstructing needed yarding roads, hazardous to workers, and/or severely damaged from the normal conduct of felling or yarding operations is needed 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:
- (a) Trees reserved for the tree improvement program and trees reserved for the wildlife habitat objectives under Section 43 of the contract are not included in the authorization.
 - (b) 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 through a unilateral modification executed by the Contracting Officer.

- (c) No timber may be cut or removed under the terms of this provision until all contract payments required by Section 3(a) or 3(b) of the contract have been made.
- (d) 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:
 - (1) Cut any tree that was reserved for tree improvement and/or wildlife habitat.
 - (2) Cut any reserve tree in or adjacent to skid trails that was not necessary to facilitate ground based yarding.
 - (3) Cut any reserve tree that was not severely damaged (as defined during the pre-work conference) from felling and yarding operations.
 - (4) Failed to maintain accurate and current (no more than twenty-four [24] hours old) documentation of additional timber cut and removed.

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.

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.

Section 44(B) Road Renovation, Maintenance & Use:

- (1) Access to and from the Contract Area is the sole responsibility of the Purchaser. The Purchaser is responsible for any delays in the contract period of performance due to access issues. The Contract Officer assumes no responsibility or authority for access across private or non-BLM managed lands and is not responsible for reimbursement to the Purchaser for any fees or additional work required by landowners for access privileges.
- (2) The Purchaser shall provide written approval for use of private and/or State Land roads prior to the cutting and removal of timber from the Contract Area.
- (3) The Purchaser shall perform any required road repair and maintenance work on roads used by them, under the terms of Exhibit C and shown on Exhibit D of this contract, which is attached hereto and made a part hereof.
- (4) All temporary roads to be renovated shall be used for harvest operations during the dry season of each calendar year, then winterized in the same respective calendar year. Any required 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.
- (5) The Purchaser shall not operate on the Contract Area, including vehicle access, when soil moisture is excessive and could cause damage to the roads, as determined by the Authorized Officer.
- (6) During operations, the Purchaser shall keep all roads in the contract area, as shown on Exhibit D, clear of trees, rock, dirt and other debris so far as is practicable. The road shall not be

blocked by such operations at the end of each workday, unless otherwise approved by the Authorized Officer.

- (7) If the Purchaser elects to use any other private roads for the removal of Government timber sold under the terms of this contract, they shall provide written approval for use of the private roads. The Purchaser shall also request and agree to the modification of this contract to provide for such use and adjustment of costs allowed under the terms of this contract.

Section 44(C) Environmental Protection:

- (1) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall clean road surfaces, cut banks, landings, ditch lines and culverts of all debris created by logging operations.
- (2) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall steam clean or pressure wash all logging and road building equipment, except logging trucks, prior to initial move-in, to minimize the likelihood of spreading noxious weeds and non-native plant species to the Contract Area. Equipment washing shall occur at a location approved by the Authorized Officer. Equipment will be visually inspected by the Authorized Officer prior to use. Any logging or road building equipment removed from the Contract Area during the duration of the contract must be steam cleaned or pressure washed before it is returned to the Contract Area. Cleaning shall be defined as removal of all dirt, grease, plant parts and material that may carry noxious weed seeds.
- (3) If the Purchaser, their contractors, subcontractors, or the employees of any of them, discovers, encounter, 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 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.
- (4) The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:
 - (a) Threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
 - (b) when in order to comply with the Endangered Species Act, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
 - (c) federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;
 - (d) other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;

- (e) when, in order to comply with a court order, which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
- (f) When, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (g) species have been discovered which were identified for protection in accordance with management direction established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
- (h) when, in order to protect species which were identified for protection in accordance with management direction established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

Those operations necessary for a safe removal of personnel and equipment from the Contract Area and those directed by the Contracting Officer, which are required in order to leave the Contract Area in an acceptable condition will be permitted. Discontinued operations may be resumed upon receipt of written instructions and authorization by the Contracting Officer.

During any period of suspension, the Purchaser may withdraw performance and payment bond coverage aside from that deemed necessary by the Authorized Officer to secure cut and/or removed timber for which the Bureau of Land Management has not received payment, and/or unfulfilled contract requirements associated with harvest operations that have already occurred and associated post-harvest requirements.

In the event of a suspension period or a combination of suspension periods that exceed a total of thirty (30) days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond thirty (30) days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Section 3(b) of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, *et seq.*). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3(b) of the contract within fifteen (15) days after the bill for collection is issued, subject to Section 3(j) of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

In the event of a suspension period or a combination of suspension periods that exceed a total of thirty (30) days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser. Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

In the event that operating time is lost as a result of the incorporation of additional contract requirements, or delays due to Endangered Species Act consultation with the U.S. Fish and Wildlife Service or U.S. National Marine Fisheries Service, or court-ordered injunctions, the Purchaser agrees that an extension of time, without reappraisal, will constitute a full and complete remedy for any claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to the Purchaser.

The Contracting Officer may determine that it is necessary to modify the contract or terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, protect species that have been discovered which were identified for protection in accordance with management direction established in the ROD and RMP, or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, consistent with species protection in accordance with management direction established in the ROD and RMP, or court order requirements necessitating the modification or termination.

In the event the contract is modified or cutting and removal rights are terminated under this subsection, the Purchaser agrees that the liability of the United States shall be limited to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the Contract Area. This calculation of liability shall utilize actual Purchaser costs and Government estimates of timber volumes. At the Authorized Officer's request, the Purchaser agrees to provide documentation of the actual costs incurred in the performance of the contract. In addition, the Purchaser shall be released from the obligation to pay the contract price for any timber which is not authorized to be removed from the Contract Area.

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraphs, based on an alleged breach of any duty to the Purchaser, whether express or implied, in regard to the manner in which the Government defended the litigation which resulted in the court order affecting the operation of the contract. This waiver also extends to any claims based on effects on the operation of the contract that arise from litigation against another agency. Furthermore, the Purchaser specifically acknowledges and agrees that a court ruling that the Government violated the Administrative Procedures Act cannot be interpreted, in itself, to mean that the Government had not acted reasonably in regard to its duties to the Purchaser under this contract.

Section 44(D) Fire Prevention and Control:

- (1) Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in construction or logging operations under this contract, during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.
- (2) The Authorized Officer may stop all or part of the logging operations of the Purchaser during especially hazardous fire weather. This stoppage may be made prior to the time that the State of Wyoming and/or the U.S. Forest Service might require stoppage of logging operations.
- (3) During periods of fire danger, smoking shall be permitted only in such portions of the landing as are free of flammable material. Before smoking, workers not working on the landing must clear to mineral soil not less than sixteen (16) inches square, must sit down to smoke in such a

manner that any burning material will fall within the cleared area, and must extinguish and press out in the mineral soil all burning material before leaving the cleared area.

(4) **The Purchaser shall provide and maintain in good repair the following equipment for use in the Contract Area year-round:**

- (a) Firefighting tools shall be kept maintained in serviceable condition at each active landing or at such other place as the Authorized Officer shall designate whenever people are working in the contract area. All firefighting tools shall be kept in a sturdily constructed, closed box marked "FOR FIRE USE ONLY." 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 person working on the contract area. Three-fourths of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.
- (b) Each unit of mobile or stationary equipment, including trucks of 23,000 GVW or greater, engaged in commercial activities operating on the Contract Area or over roads leading to the Contract Area must be equipped with one operable fire extinguisher or a dry chemical type of not less than two and a half (2-1/2) pounds (1.125 kilogram) capacity with four (4) BC or higher rating.
- (c) Power saw operators shall maintain in their immediate possession a fully charged operable fire extinguisher and a serviceable round pointed No. zero (#0) shovel or larger. The extinguisher shall be a liquid chemical type of at least eight (8) ounces (224 grams) capacity or a dry chemical type of at least one (1) pound (0.454 kilogram) capacity. Fueling of saws shall be done in an area which has been cleared of all flammable organic material. Saws shall be moved at least ten (10) feet from the place of fueling prior to starting the engine.
- (d) Power saws must be equipped with a muffler and screen type spark arrestor in accordance with the standards set forth in the U.S. Forest Service Spark Arrestor Guide. Power saws used in commercial activities and purchased after December 31, 1980, must also be equipped with a muffler system conforming to the Society of Automotive Engineers Standard J-335b, as set forth in the U.S. Forest Service Spark Arrestor Guide.
- (e) Exhaust driven turbochargers qualify as efficient spark arrestors provided all exhaust gasses pass through the turbine impeller. The turbine impeller must always be turning and there may be no exhaust bypass. A straight mechanical driven supercharger does not qualify. (1) All internal combustion engines operated on forested lands must be equipped with an approved and effective spark arresting device. (2) Motorbikes, trail cycles, scooters, and other mobile vehicles of this type and all stationary internal combustion engine driven equipment used on the contract area or over roads leading to the Contract Area, must be equipped with spark arresting devices listed as approved in the U.S. Forest Service Spark Arrestor Guide. Spark arresting devices must be plainly marked with the manufacturer's name and model number and must be properly installed and maintained in accordance with the guide. Heavy trucks may have a vertical stack exhaust system and muffler, provided the exhaust stack extends above the cab of the vehicle.

(5) **Fire Watch:**

- (a) A fire watch is required to be on duty for one (1) hour after the last shutdown of power driven equipment for the day, as displayed by Casper Interagency Dispatch during times when the National Fire Danger Rating System (NFDRS), is at moderate or above.
 - (b) Fire watch must be physically capable and experienced in operating any firefighting tools, or equipment on-site.
 - (c) Fire watch must be furnished with adequate transportation and communications to report a fire.
 - (d) Fire watch must be able to visually inspect entire area work was done during the shift.
- (6) The Purchaser shall attempt, to the best of their ability and training, to extinguish any/all fires started by the Purchaser, their agents, and/or employees.
- (7) The Purchaser shall immediately report any fires to Casper Interagency Fire Dispatch Center at 1-307-295-9952, or 911. The Purchaser shall also report any fires to the Authorized Officer.

Section 44(G) Log Exports:

- (1) All timber sold to the Purchaser under the terms of this contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8¾) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses. 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 (8¾) 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 the last export sale.
- (c) Volume of timber exported in the past twelve (12) months from the date of last export sale.
- (d) Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.

- (e) Volume of timber exported in succeeding twelve (12) months from date of last export sale.
- (f) Volume of Federal timber purchased in succeeding twelve (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 Form 5460-16 (Certificate as to Nonsubstitution and the Domestic Processing of Timber). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

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

Section 44(H) Safety:

- (1) 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" Map.