

5450-004 SPECIAL PROVISIONS

Section 44

(A) Log Export Restrictions (LE)

LE-2 Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs on timber loads. One end of all branded logs to be processed domestically will be marked with a three (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.

If contract area is within a State that maintains a log brand register, brands shall be registered with the State and Purchaser shall use assigned brand(s) exclusively on logs from this contract until the Authorized Officer releases the brand(s).

(B) Logging (L)

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.

L-2 Prior to commencement of operation 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 is approved. All logging shall be done in accordance with the plan.

L-3 All trees designated for cutting shall be cut so that resulting stumps shall not be higher than twelve (12) inches measured from the ground on the uphill side of trees unless authorized by the Authorized Officer.

L-4 Boundaries

1. **UNIT BOUNDARIES:** Do not cut or damage Unit boundary markers to commercial harvest areas posted with 'Timber Cutting Boundary' tags and painted with ORANGE and/or RED colored paint markings along with strands of ORANGE colored ribbon.
2. **RESERVE AREAS:** Besides observing Unit boundary markers, Reserve Areas are to be left untouched, unentered by equipment or vehicles, or otherwise damaged, altered, or disturbed in any way. Trees removed within reserve areas will be considered unlawful removal of timber.

Reserve Areas will be designated with flagging of the following designations:

- a. ORANGE colored ribbon
- b. PINK colored ribbon
- c. ORANGE colored ribbon printed w/message of 'RIPARIAN MANAGEMENT ZONE'
- d. ORANGE colored ribbon printed w/message of 'STREAMSIDE MANAGEMENT ZONE'

Reserve Area flagging may also be accompanied with WHITE colored 'Timber Reserve Area' tags (these may or may not also be posted)

3. Areas of cultural significance are delineated with PINK colored ribbon; posted boundary tags may not always be present. Reserve Areas may not be mapped. If Purchaser cuts or removes any wood products within Reserve Areas, such cutting or removal shall be considered a willful trespass and render Purchaser liable for damages under applicable law. For purposes of determining damages under this section, the value of the trespass products shall be based upon the fair market value of the wood products cut or removed at the time of trespass. Any payment made for purchase price of wood products cut or removed in trespass shall be deducted to the extent of single damage or the value of wood products under this contract, whichever is less, from amount due because of trespass.

L-5 Unique Features of Project Areas - Any unique feature specific to each unit will be listed on project unit maps. See also Section L-8 for features to protect.

L-6 Restrictions

1. Avoid tree falling from May 15 to July 15 to avoid nesting migratory birds.
2. Avoid creating slash between January 1 and June 30 to avoid problems with bark beetles.
3. Road construction will not be permitted from November 15 to May 31 unless authorized in writing by the Contract Administrator due to frozen conditions and spring breakup. The hauling of forest products will not be permitted from February 1 to May 1 unless authorized in writing by the Contract Administrator due to spring breakup.

L-7 Closed Fire Season - All chainsaws, fire tools, and power-driven machinery used on this project shall be subject to inspection by the BLM prior to and during work. Failure to comply with fire season regulations and equipment standards shall be cause for suspension of work until the Contractor meets the requirements. Contract performance time will not be adjusted if work is suspended for this reason.

L-8 Protection of Natural Resources, Structures, and Improvements – The Contractor shall adhere to all Stevens County load restrictions and use alternate routes to haul commercial forest products. The Contractor shall be held liable and is responsible for any damage caused by his/her personnel and/or equipment to Bureau natural resources including cultural, riparian, wildlife, fish, reserves, and reserve trees, existing structures, and improvements.

- If buried cultural remains are encountered during construction, the operator must discontinue construction until the BLM evaluates the discovery and determines the appropriate action.
- Underground waterline

- Water right of way bisects Unit 7-1 as shown on the Exhibit A map and delineated on the site with BLUE-WHITE striped flagging.
- No blading or pushing trees with equipment for 12 feet each side of the waterline
- Do not park or stage trucks or equipment within areas marked as RESERVE AREAS (shown on Exhibit A maps and delineated on the site with BOUNDARY OF TIMBER RESERVE posters and ORANGE flagging, with or without black lettering).
- New fence lines
 - Fall trees away and do not cut or modify fence lines along private ownership boundaries. Damage to outer boundary fences shall be repaired before completion of the project.
- Private roads and gates
 - Lock gates at the end of each day of operations.
 - Private roads are to be returned to their original or better condition.

Repairs to these structures and other improvements shall be at the Contractor's expense, at no additional cost to the Government, and shall be accomplished in a timely manner. Examples of other structures and improvements are:

1. Bridges
2. New fence lines and gates
3. Private structures
4. Contractor and COR shall review road and road conditions prior to work and determine necessary repairs at the conclusion of the project
5. Posted monuments and corners

L-9 In cutting areas as shown on Exhibit A, all harvest trees shall be felled and whole tree yarded except when excessive stand damage occurs as determined by the Authorized Officer. If excessive stand damage occurs, all logs shall be completely limbed into thirty-three (33) foot logs prior to being yarded.

L-10 Trees designated for cutting within one hundred (100) feet of stream shown on Exhibit A shall be felled away from stream.

L-11 In the entire contract area shown on Exhibit A, tractor yarding shall be done with rubber-tired skidders or crawler type equipment without bulldozers, angle dozers, or arches.

A harvester, feller-processor, or feller-buncher with purpose-built carriers with boom-mounted felling heads and a boom with a minimum lateral reach of twenty (20) feet may be used in the ground-based units.

Existing skid roads shall be used when possible.

Landing size shall be located along existing roads and/or temporary routes within unit boundaries and shall be approved by the Authorized Officer.

L-12 Operations and hauling should not impede vehicle traffic. During logging operations, the Purchaser shall keep Daisy Mine Road open for public travel. This County Road shall be signed to alert personnel/public during times of operation; these roads shall be clear of trees, rock, dirt, and other debris so far as is practicable.

L-13 No timber may be cut or removed under the 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.

1. 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; 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 or any tree that exceeds 21.9 inches dbh shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Section 8 of this contract.
2. 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.

L-14 Limit the width of each skid road to **twelve (12) feet**.

Limit excavation on designated skid roads to a maximum cut of two (2) feet and a maximum length of one hundred (100) feet at any one location with the prior approval of the Authorized Officer.

L-15 Purchaser's operation 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.

If the Authorized Officer identifies a conflict between the requirements of this contract or agreed upon methods 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 Purchase Price specified in Section 2 of the timber sale contract, as amended, to compensate for the changed conditions.

(C) Road Construction, Maintenance, and Use (R)

R-1 The Purchaser shall construct and decommission newly constructed roads in accordance with the specifications shown on Exhibit C (Road Renovation-Reconstruction, Construction, & Maintenance).

Any required construction 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.

(D) Environmental Protection (E)

E-1 To avoid the spread of noxious weeds, all equipment will be washed prior to arrival at the operational unit. The Timber Sale appraisal provides allowances for weed washing 4 pieces of heavy equipment.

(E) Fire Prevention and Control (F)

F-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.

Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:

1. 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. Provide and maintain in good repair, in the contract area, the following equipment for use during closed fire season or periods of fire danger:
 - (a) 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.
 - (b) A serviceable chemical fire extinguisher of at least eight (8) ounces minimum capacity shall be carried during the closed fire season or period of fire danger by each member of the falling crew and each buckler using a power saw on the contract area. Such fire extinguisher shall be filled and in effective operating condition and shall always be immediately available to the operator when the saw is being fueled or the motor of the saw is running.
 - (c) 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.
 - (d) A shovel in good condition with not less than a three (3) foot handle and a blade not less than seven and three-quarters (7 3/4) inches wide shall be within fifty (50) feet of any power saw when in operation.

- (e) 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 kept free of flammable material.
- (f) 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 in the woods-crews, and a pair of headlights for each bulldozer.

- F-2** Serviceable cell phone or radio-telephone equipment able to provide prompt and reliable communication between the contract area and emergency services. Such communication shall be available during periods of operation including the time watchman service is required.
- F-3** A pair of headlights capable of being quickly attached to each bulldozer used on the contract area. The headlights should be adequate to provide sufficient illumination to allow use of the bulldozers for firefighting and construction of fire trails at night.
- F-4** A headlight for each person 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 to allow independent use of the hands. It shall be equipped with a battery case so designed that it can be either carried in the hip pocket or fastened to the belt. The head of the light and the battery case shall be connected by insulated wires. At least one extra set of batteries shall be provided for each such headlight.
- F-5** Fire-fighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever people are working on the contract area. All 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.
- F-6** Also see Exhibit F - BLM Fire Protection Requirements

(F) Slash Disposal (SD)

- 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 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 measures required by this contract:

Prior to the commencement of any operation, a slash disposal and pre-work conference between the purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All slash disposals shall be done in accordance with the plans

developed at this pre-work conference. A post-logging assessment shall be conducted to confirm or change slash treatment needs in all units.

Slash shall mean all material (brush, limbs, tops, unmerchantable stems, root wads, and chunks) severed or knocked over from Purchaser's operation under terms of this contract.

1. SD-1a Treatment of Slash

1. Within each Unit, severed slash, harvested debris, and excess breakage must be slashed so that it does not exceed seventeen (17) tons per acre per Unit.
 - (a) Slash falling outside the project area shall be moved completely into the project area.
 - (b) All severed slash requires a fifteen (15) foot pullback from the edge of all access roads within and adjacent to unit boundaries of units. Pullback shall be completed simultaneously with cutting operations.
 - (c) Unmaintained roads and skid or cat roads used as unit boundary lines shall be kept clear of slash for a width of six feet as measured from the edge of the road. Roads shall be kept clear of slash concurrently with cutting.
 - (a) Slash lodged in leave trees shall be dislodged or removed as it occurs.
 - (d) Care shall be taken to protect all leave trees. Excessive damage to leave trees may be considered as cause for contract termination or default.

2. SD-1b Pile all road right-of-way and landing slash.

- (a) Pile all landing slash. Slash shall be piled by crawler tractor equipped with a special brush piling blade. Finished piles shall be tight and free of earth.
- (b) Slash may be piled by hand, machine, or a combination. **Finished piles shall be tight and free of earth.**
- (c) Pile all slash located within clearing limits on each side of constructed temporary roads.
- (d) **Maintain a twenty-five (25) foot distance from the edge of landing piles and leave trees.**
- (e) Slash piles shall not be piled on or against leave trees. No clearing and grubbing debris shall be left lodged against standing trees.
- (f) Slash shall be disposed of in accordance with the instructions of the Authorized Officer.
- (g) Pile all slash and debris and subsoil **all landings and skid trails**

SD-2 Utilization of Woody Biomass

1. The contractor may remove and utilize woody biomass, if:
 - (a) Project work is progressing as scheduled; and
 - (b) Removal is completed before contract expiration.
2. Following receipt of the written request, and if appropriate, the Government and the contractor will negotiate and execute a separate timber/vegetative sales contract. Payment under the timber/vegetative sales contract must be at a price equal to or greater than the appraised value of the woody biomass. The contractor must make any appropriate payment specified in the related timber/vegetative sales contract before removal may be authorized.

3. If required by law, regulation or Bureau policy, the Government will prepare a timber/vegetative sales notice and/or prospectus, including volume estimates, appraised value, and any appropriate special provisions.
4. The contractor must treat any woody biomass not removed in accordance with the specifications in the service contract.
5. The sales contract and service contract are severable; default or termination under either contract does not remove the contractor from payment or performance obligations under the other contract.
6. Definitions:

Timber/vegetative sales contract and/or notice: the agency-specific authorized contract instrument for the sale, barter, exchange, billing or other compensation for the payment, removal, and/or transportation of woody biomass material.

Woody biomass: the trees and woody plants, including limbs, tops, needles, leaves, and other woody parts, grown in a forest, woodland, or rangeland environment, that are the by-products of management, restoration and/or hazardous fuel reduction treatment.