

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.

A. Utilization Standards/Unit Prescriptions

1. Utilization Standards (All species):

i. Sawlogs and POL

a) Minimum top end diameter: 3 inches

b) Minimum log length: 10 feet

2. Prescriptions common to all units

i. Cut and utilize or pile all standing dead trees less than 20" DBH that do not have cavity nests

ii. All trees shall be felled so that the resulting stump height does not exceed 12" measured on the uphill side for sawlog material, 6" for trees less than 8 inches DBH.

iii. Do not cut trees that are flagged in any color or painted in orange

iv. Up to 3 wolfy/fork top trees can be left per acre

3. Ponderosa Unit: Commercial Thin – 30 Basal Area

i. Average bole spacing of 35 foot between leave trees

a) When smaller trees are present bole spacing is decreased and more leave trees should be present

b) Forester can paint leave trees on a small test plot to help contractor understand the prescription

ii. When selecting leave trees, the healthiest and best formed trees shall be retained. Characteristics for leave trees include the following:

a) Dominant or co-dominant trees (~8" DBH – 20" DBH)

b) No top kill

c) No apparent damage to the main bole;

d) Main bole is straight and keeps a single stem throughout entire tree (no split tops)

e) Demonstrates good vigor and is disease/bug free

f) Has at least 40% crown ratio

4. Lodgepole Unit: Clearcut

i. Cut all Lodgepole trees greater than 6" DBH

ii. Minimize damage to mature Aspen trees and all sage brush

B. Yarding

1. Whole tree yarding is preferred

2. Yarding can be done with a tracked machine, rubber-tired skidders, or other logging system approved by the Authorized Officer and in accordance with the following specifications:

- i. Skid trail locations will avoid soils or conditions that are highly prone to compaction, displacement, or erosion. Favor soils with higher rock content, avoid skidding on saturated soils, favor skidding on frozen or snowed over soils or dry conditions.
 - ii. Skid trails will be brushed in to minimize erosion while in use and for overwintering and decommissioning.
 - iii. Minimum spacing of skid trails is 100 feet, unless a reduced spacing is approved by the Authorized Officer.
 - iv. Existing skid trails shall be used to the greatest extent practicable.
3. The cutting and yarding of timber shall be completed when ground conditions are favorable to reducing compaction and erosion. Cutting and yarding will avoid conditions of heavy rainfall, thaw, and saturated soils. Hauling will only occur when soil is reasonably dry or frozen.
4. Purchaser shall adhere to all Wyoming State Forestry Best Management Practices (BMP's). Found here: <https://wsfd.wyo.gov/forest-management/bmp-s>

C. Slash Disposal:

1. Slash shall be disposed of in accordance with the following provisions. The term slash shall be defined as residual woody debris not reserved under this contract, which remains after yarding. Slash includes treetops, limbs, unmerchantable portions of the bole, nonmerchantable trees from clearcut units, and trees damaged by logging.
2. If whole tree yarding (Preferred); Pile all slash generated from processing and slash located within 50 feet on each side of each pile. Slash shall be piled to a minimum of 15 feet in height, be tight and free of dirt, and located as far as reasonable from leave trees surrounding landing. When finishing out a landing, all merchantable trees within 50' of final slash pile should be harvested, processed, and shipped with last loads.
3. If processing in place within unit; slash shall be machine piled within unit and 50' outside of the dripline of residuals trees. Machine piles should be concentrated to same specifications as slash piles in above mentioned for whole tree yarding. Openings within unit should be utilized for slash pile construction or trees harvested to make small woods landing that accomplishes keeping slash pile 50 feet from leave trees.
4. The government shall be responsible for the burning of slash and landing piles.

D. Road Use/Haul Routes

1. Purchaser shall submit a hauling and road construction plan to Contract Administrator prior to using existing roads and building new roads. This plan will include location, length, width of new roads, as well as estimated weight of loaded vehicle.
2. Haul routes will likely have to cross private and or state surface ownership. The BLM has no authority over private or state lands and therefore will not guarantee access across these lands or roads.
3. BLM shall not be responsible for any additional costs for hauling across private or state lands.

4. Obtaining County Road and State of Wyoming Use Permits is the sole responsibility of the Purchaser.
- E. Road Maintenance
1. The Purchaser is required to grade gravel sections of Muddy Mountain Road to the condition at the start of the contract.
 2. The purchaser is also responsible for damages to the paved portion of Muddy Mountain road, caused by the timber hauling activities.
 3. A grader must be available as conditions warrant for road maintenance. The Authorized Officer will regularly inspect Muddy Mountain Road to ensure condition is as good or better than pre-haul conditions.
 - i. Conditions that warrant road maintenance include but are not limited to: ruts or signs from log hauling in wet conditions, signs of excessive use on haul route in comparison to the rest of Muddy Mountain Road, rock loss from winter plowing
 4. Final road maintenance on all roads constructed or used under the terms of this contract shall be done with a grader following completion of logging. The Authorized Officer must be notified prior to the performance of the final maintenance and shall notify the Purchaser in writing when the final road maintenance is complete and accepted.
- F. Road Construction
1. Road widths will be a maximum of twelve (12) feet of drivable surface.
 2. Road construction will follow Wyoming BMP standards.
 3. Existing roads will be used to the greatest extent possible.
 4. Erosion control measures will be installed following Wyoming BMP's and as determined by the Authorized Officer.
 5. Purchaser must coordinate with private landowners prior to any road use or construction on private surface.
- G. Temporary Road Rehabilitation
1. Any dirt berms created by Purchaser/Logger must be knocked down and pulled back into the road prism.
 2. Recontour any road prisms where natural slope was disrupted.
 3. Follow Wyoming Best Management Practices on water control features and specifications.
 4. Scarify soil and spread the seed mixture specified in Section (K)(19) below on all temporary roads and landings.
- H. Safety
1. Purchaser has all responsibility for compliance with safety requirements for Purchaser's Employees, Contractors and Subcontractors.
 2. In the event that the Authorized Officer identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder 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.

3. 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.

I. Weight Scaling/Hauling

1. The Purchaser, unless otherwise agreed to in writing, shall:
 - i. Utilize scales that meet the standard for commercial vehicles defined in the National Bureau of Standards, Handbook 44, current edition.
 - ii. Loads will be weighed individually.
 - iii. Weigh all loads on scales currently certified by the State in which weighed. Scales must have a current inspection tag or seal posted which shows the date of the most current test by the State weights and measurements agency. No load shall be presented for weighing that weighs more than the certified capacity of the scales in use. Each load shall be weighed as a single unit with the gross and tare weights stamped and recorded by an automatic recording device on the scales. In addition to the gross weight and tare weight of the load, the contractor shall record the following on each weight slip:
 - a) Contract Name
 - b) Load removal receipt number
 - c) Date and time weighed
 - iv. Maintain load accountability from the Contract Area to point of weighing. In doing so, the load of products shall remain intact while in transit. Products accidentally lost in transit shall be promptly identified by load removal receipt number and contract designation. Purchaser shall, within 24 hours, load out such lost products and present them for weighing or make other arrangements acceptable to the BLM. Load tickets or product lost by the Purchaser will be charged to the Purchaser at three (3) times the stumpage rate multiplied by the average tonnage of the weighed loads.
 - v. Staple or otherwise attach the Bunk Ticket from the Truck Load Ticket Book to the front end, driver's side bunk log and clearly and legibly paint

BLM on the back end of every load transported from the contract area.

- vi. Unless otherwise approved in writing by the Authorized Officer, the Purchaser shall provide the Forester bimonthly [on the 15th and 30th] scaling reports indicating the merchantable volume removed from the area. This will include the Scale House Tickets from the Truck Load Ticket Book as well as the automatic recording device printouts from the scales.
- vii. All loads shall be hauled and weighed within 30 days of harvest. Loads weighed more than 30 days after harvest will be scaled to determine actual volume and establish new weight conversions for those loads only.
- viii. When payments are made under Section 3, The Authorized Officer shall determine amounts due on the basis of Government's records of volumes of timber skidded or yarded monthly to loading points or removed monthly from the contract area.
- ix. If the Purchaser elects to remove any logs which do not meet the minimum specifications in Exhibit B and which have not been reserved to Government in Section 40 of this contract, such logs shall be included in the weight sale and be paid for in accordance with Sections 2 and 3 of this contract.
- x. At the conclusion of operations and after the last load is shipped and weighed, within two weeks Purchaser shall provide BLM with total sale tally with all loads/tickets/weights itemized as well as total tonnage and total MBF.

2. Average Weights

- i. After the first 10 truck loads have been weighed, following the specifications above, the Authorized Officer can approve an average weight per load.
- ii. Once an average weight is agreed upon between Purchaser and Authorized Officer, the Purchaser can weigh every 10th load to ensure the average is still accurate.
- iii. The Authorized Officer can choose to go back to weighing every load at any point.

J. Operation Timing Restrictions

- 1. No work will be completed from October 1st – 7th annually
- 2. No surface-disturbing activities would occur within 0.5 mile of all identified raptor nests from February 1 through July 31, annually.

K. General:

- 1. Before beginning operations on the Contract Area for the first time or after a shutdown of three (3) 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. The Purchaser or their employees, upon documented permission from the Authorized Officer, may establish temporary work camps on public lands administered by the Bureau of Land Management. Camps shall be kept tidy and free of refuse. These camps may consist of mobile trailers, pickup campers, tent trailers, or tents. If camping in other than self-contained trailers and or campers, the camp must also have a regularly serviced "porta-pottie" on site for each 3 employees camping. All food needs to be stored in bear proof containers to avoid conflicts that could arise with improper food storage. The Purchaser shall be required to rehabilitate the camping area to the satisfaction of the Authorized Officer. Camps are subject to all fire restrictions placed by state, county or federal authorities.
4. All timber on the unit boundaries (see Exhibit A Unit Map) are marked with a combination of orange paint, and/or "Boundary of Timber Reserve" posters.
5. The amount of the first installment may be reduced by the Government when the Contracting Officer requests the Purchaser to interrupt or delay operations for a period expected to last more than thirty (30) days during the operating season. Such interruption or delay must be beyond the Purchasers control. Operating Season shall be defined, for this purpose, as the time of year in which operations of the type required are normally conducted and not specifically restricted under the contract. The first installment may be reduced to five (5) percent of the installment amount listed in Section 3(a), during the delay period. The Purchaser must request such a reduction in writing. When the Contracting Officer notifies the Purchaser that operations may proceed, the Purchaser shall have fifteen (15) days after such notification to restore the first installment to the full value specified in Section 3(a). Failure to return the first installment to the full value within the allotted time will be considered a material breach of contract. No wood products shall be cut or removed from the contract area until the first installment is restored to the full amount.
6. Notwithstanding the provisions of subsections 3(a)(3), 3(a)(4), and 3(a)(5), adjustments in the due dates for periodic payments may be made by the Government if the Contracting Officer interrupts or delays contract operations for a period expected to last at least thirty (30) days, and the interruption or delay is beyond the Purchaser's control. Any adjustment made to the due dates for anniversary payments will be commensurate with the extension of operating time granted in accordance with Section 9. The Purchaser shall request such adjustment in writing before the due date for an anniversary payment contained in subsections 3(a)(3), 3(a)(4), and 3(a)(5).
7. In the event of a suspension period or a combination of suspension periods that exceed a total of 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 30 days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Section 3(a) 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 owed to 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.

8. In the event of a suspension period or a combination of suspension periods that exceeds a total of 30 days, the unamortized out-of-pocket expenses for road or other construction required pursuant to the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser. Upon written notice from the Authorized 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.
9. 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.
10. 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, prevent incidental take of a protect species that have been discovered, 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, if able to proceed without causing incidental take. or court order requirements necessitating the modification or termination.
11. 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.

12. 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 and of itself, to mean that the Government had not acted reasonably in regard to its duties to the Purchaser under this contract.
13. The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Authorized Officer that:
 - i. 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 reinitiating of consultation is required concerning the species prior to continuing operation, or;
 - ii. 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;
 - iii. 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;
 - iv. 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;
 - v. when, in order to comply with a court order, the Authorized Officer determines it may be necessary to modify or terminate the contract, or;
 - vi. species have been discovered which were identified for protection in accordance with management direction established in the ROD and RMP, and the Authorized Officer determines that continued operations would affect the species or its habitat, or;
 - vii. When, in order to protect species which were identified for protection in accordance with management direction established in the ROD and RMP, the Authorized Officer determines it may be necessary to modify or terminate the contract.
 - viii. Other active raptor or owl nests have been discovered, and a determination is made that continued operations would adversely affect the present use of the discovered nesting area by raptor or owl.
14. Those operations necessary for 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.

15. The Purchaser, his employees, and any contractor or subcontractor and their employees, are hereby prohibited from hunting, scouting for game, or transporting game while performing the operations permitted under this contract.
16. If in connection with operations under this contract the Purchaser, his contractors, subcontractors, 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 prehistorical 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 Contracting Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Contracting Officer.
17. The Purchaser shall promptly notify the Authorized Officer of the occurrence of damage to utilities and improvements.
18. All heavy equipment, with the exception of log trucks, shall be power washed to reduce the potential for transporting noxious/invasive weeds. Purchaser shall notify the Authorized Officer three (3) days prior to inspection, which will then inspect said equipment prior to entering sale area. If equipment is being used on adjacent private ground, it can be inspected by the BLM before going to the private sale and can be moved onto BLM ground without being removed and re power washed.
19. All trash brought onto the contract area under the terms of this contract shall be removed from the contract area daily, and any supply or equipment must be removed within 30 days of completion and prior to bond being released.
20. In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall furnish and apply grass seed to all skid trails/landing areas where soil disturbance occurs. Seed shall be applied immediately upon completion. The Purchaser shall apply the seed uniformly on the designated areas at a rate of 20 pounds per acre. Seed which has become wet or moldy or otherwise damaged shall not be accepted.

Species	Pounds per Acre
Slender Wheatgrass (<i>Elymus trachycalulus</i>)	3
Green Needlegrass (<i>Nassella viridula</i>)	4
Mountain Bromegrass (<i>Bromus marginatus</i>)	8
Idaho Fescue (<i>Festuca Idahoensis</i>)	2
Total	17 lbs./acre

All seed used shall meet all requirements of the Federal Seed Act (7 U.S.C., Section 551-1610) and the seed laws and noxious weed laws of Wyoming. Evidence of the seed certification shall be furnished at the request of the Authorized Officer.

L. Log Exports

1. 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: (a) any logs, except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (b) cants or squares to be subsequently remanufactured exceeding 8-3/4 inches in thickness; (c) split or round bolts or other roundwood not processed to standards or specifications suitable for end-product uses; or (d) western red cedar lumber which does not meet lumber of American 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: (a) lumber and construction timbers regardless of size, manufactured to standards and specifications suitable for end-product uses; (b) chips, pulp, and pulp products; (c) green or dry veneer and plywood; (d) poles and piling cut or treated for use as such; e) cants, squares, and lumber cut for remanufacturing of 8-3/4 inches in thickness or less; (f) shakes or 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:

- i. Date of last export sale.
 - ii. Volume of timber contained in last export sale.
 - iii. Volume of timber exported in the past 12 months from the date of last export sale.
 - iv. Volume of federal timber purchased in the past 12 months from the date of last export sale.
 - v. Volume of timber exported in succeeding 12 months from date of last export sale.
 - vi. Volume of federal timber purchased in succeeding 12 months from date of last export sale.
2. 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 Non-substitution 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.
3. 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 the form specified by the Authorized Officer and furnish the information to the Authorized Officer.
4. 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 (BLM).

5. 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.

M. Fire Protection

1. The following equipment will be provided and maintained by the Contractor on the contract area year-round:
 - i. Firefighting tools maintained in serviceable condition shall be kept in each piece of equipment and at such other places as the Authorized Officer shall designate whenever people are working on the contract areas
 - ii. 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 2-1/2 pounds (1.125 kilogram) capacity with 4 BC or higher rating.
 - iii. Power saw operators shall maintain in their immediate possession a fully charged operable fire extinguisher and a serviceable round pointed #0 shovel or larger. The extinguisher shall be a liquid chemical type of at least 8 ounces (224 grams) capacity or a dry chemical type of at least 1 pound (0.454 kilogram capacity). Fueling of a saw shall be done in an area which has been cleared of all flammable organic material. Saws shall be moved at least 10 feet from the place of fueling before engine is started.
 - iv. 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.
 - v. Exhaust driven turbochargers qualify as efficient spark arresters provided all exhaust gases 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.
 - a) All internal combustion engines operated on forested lands must be equipped with an approved and effective spark arresting device.
 - b) 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.

2. Fire watch

- i. From June 1st to October 15th a one-hour fire watch is required to be on duty for 1 hour after the last shutdown of power-driven equipment for the day, or during times when NFDR as displayed by Casper Interagency dispatch by zone in which work is conducted is moderate or above.
- ii. Fire watch must be physically capable and experienced in operating any firefighting tools, or equipment on-site.
- iii. Furnished with adequate transportation and communications to report a fire.
- iv. Must be able to visually inspect area work was done during the day.

3. The Contractor shall attempt, to the best of its ability and training, to extinguish all fires started by Contractor, its agents, or employees.
4. The Contractor shall promptly report any fires to Casper Interagency Dispatch 1-800-295-9952 or call 911.
5. The Contractor is responsible for complying with all State, Local, county, and/or Federal fire restrictions, or emergency closures given by COR in the interest of public safety.
6. The Forest Officer and his/her contract administrators or designated BLM employee shall regularly inspect all precautionary fire equipment and required fire protection practices contained within this fire protection section. Failure of contractor to follow guidelines and procedures contained within will result in an immediate stop work order until Fire protection guidelines and/or required equipment/actions are established onsite and in good working order. The government shall not be held responsible for any delays in contract performance period resulting from stop work orders from non-compliance with fire protection clauses.

7. Fire Danger Rating

- i. Contractor shall look up fire danger rating on Casper Interagency dispatch webpage daily.
https://gacc.nifc.gov/rmcc/dispatch_centers/r2cpc/fuels_fire_danger.htm
- ii. The following are guidelines the contractor must follow given danger rating.
 - a) **Low (L)** – Dark Blue: Year-round fire precaution equipment required.
 - b) **Moderate (M)** – Light Blue: Fire watch required as well as year-round fire precaution equipment mentioned above.

- c) **High (H)** – Yellow: Fire watch required as well as year-round fire precaution equipment mentioned above.
- d) **Very High (VH)** – Orange: Fire watch required as well as year-round fire precaution equipment mentioned above and below equipment:

- 1. In addition, a pump truck/trailer must be on site and within 5 minutes roundtrip of active felling and/or skidding operations, or road building activities. Operator is expected to move pump/truck trailer within 5 min personnel roundtrip of active operations daily.

Pump truck/trailer min. requirements.

- 200-gallon min. Capacity
 - Minimum of 100 feet of 1" and/or 1 ½" inch hose.
 - One variable stream nozzle
- 2. In combination with a pump truck/trailer; where skidder, feller-buncher, forwarder or mulching operations exist a piece of equipment with a blade capable of constructing Fireline must be immediately available to quickly reach and effectively attack a fire start.

e) Extreme (E) – Red: All operations will cease

f) Red flag Warning

- 1. Contractor must monitor National weather service fire weather forecasts. In the event a red flag is issued for the zone the following restrictions are added to the above requirements:
 - No power saws shall be operated such as Feller bunchers, Processors, chainsaws, masticators, mowers or grinders
 - Logs may be skidded and loaded on trucks and shipped. If fire precaution equipment required by above danger ratings is met