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**U.S. Department of the Interior
Bureau of Land Management
Kremmling Field Office
PO Box 68
Kremmling, CO 80459**

CATEGORICAL EXCLUSION

NUMBER: CO-120-2008-27-CX

PROJECT NAME: McQueary Gulch Salvage Sale

LEGAL DESCRIPTION: T. 1 S., R. 79 W., Sections 7, 8, and 18

APPLICANT: BLM

DESCRIPTION OF PROPOSED ACTION: The forested areas in Grand County have recently had a large mountain pine beetle (MPB) infestation resulting in a die-off of about 80% of the mature lodgepole pine (*Pinus contorta*) trees. Additional lodgepole pine trees have been attacked or are susceptible to attack by the MPB. This poses a hazardous fire threat to the residences and adjacent private lands located around the project area. Congress has directed the BLM to reduce wildfire hazards in areas where fuels have accumulated to hazardous levels and threaten private property.

The BLM is proposing to use mechanical treatments to harvest the dead, currently infested, and susceptible lodgepole pine trees in four areas totaling approximately 230 acres (see map 1 below). The primary goals of the project would be to salvage harvest trees killed by, infested with, and susceptible to the MPB to reduce the spread of the beetles, and to remove accumulating fuels in the area to reduce the potential for fires to spread from public lands to adjacent private lands (see attachment #1 for standard salvage provisions).

Design features of the Proposed Action:

-The treatments would be implemented with standard logging equipment to cut all lodgepole pine 6-inches in diameter and greater. Other tree species such as Douglas-fir (*Pseudotsuga menziesii*), subalpine fir (*Abies lasiocarpa*), Engelmann spruce (*Picea engelmannii*), and quaking aspen (*Populus tremuloides*) would be reserved.

-The resulting slash would be lopped and scattered to provide seed supply, and if needed, machine piled to further reduce the fuel loading. The piles would be burned during the winter when adequate snow depth is present (see Attachment #1 for further details). The project would provide openings for the regeneration of lodgepole pine and stimulate quaking aspen trees to regenerate.

-The BLM would negotiate the sale because there is no public access to the proposed units. Proof of access across private lands would be provided to BLM by the contractor.

-The existing roads would be used as the haul roads and no new roads would be constructed.

-The mechanical treatments would leave scattered vegetative litter across the slopes whenever practicable to help provide soil protection.

-There would be a 100-foot buffer around all wetland areas and drainage bottoms to reduce water quality impacts.

-The BLM would inspect disturbed areas for noxious weeds for two growing seasons after the project is completed.

-The salvage harvest is proposed to occur during the winter months to minimize ground disturbance. The following procedures would be followed during winter months for cultural resources.

- A Class I Inventory would be conducted prior to logging on BLM-administered public lands, and all known eligible sites would be flagged for avoidance.
- If the BLM discovers historic structures while surveying timber stands for merchantable timber, these structures would be protected with a buffer 500' (feet) from the center of the structure. Because of the snow cover, additional features associated with the site may be present but not visible. At the start of the sale, the logging operator would be taken to known sites to discuss avoidance. The BLM Archaeologist would also monitor known sites and discoveries within the logging units and recordation would be conducted in the spring or summer.
- There would be no new road construction or maintenance and all hauling activities would take place while the ground is frozen. Skidding activities would be conducted on frozen ground and with 6-inches of snow cover. The BLM foresters would monitor the project to insure that logging and hauling operations only take place while the ground is frozen and there are 6-inches of snow cover within logging units.
- In the spring following salvage logging operations, the BLM Archaeologist would conduct a Class III Inventory on all the cutting units and associated haul roads and landings on BLM-administered public lands.
- Photo documentation would be conducted on winter timber operations to show how logging operations affect the landscape, and would continue into the summer during the Class III Inventory of the sale acres.

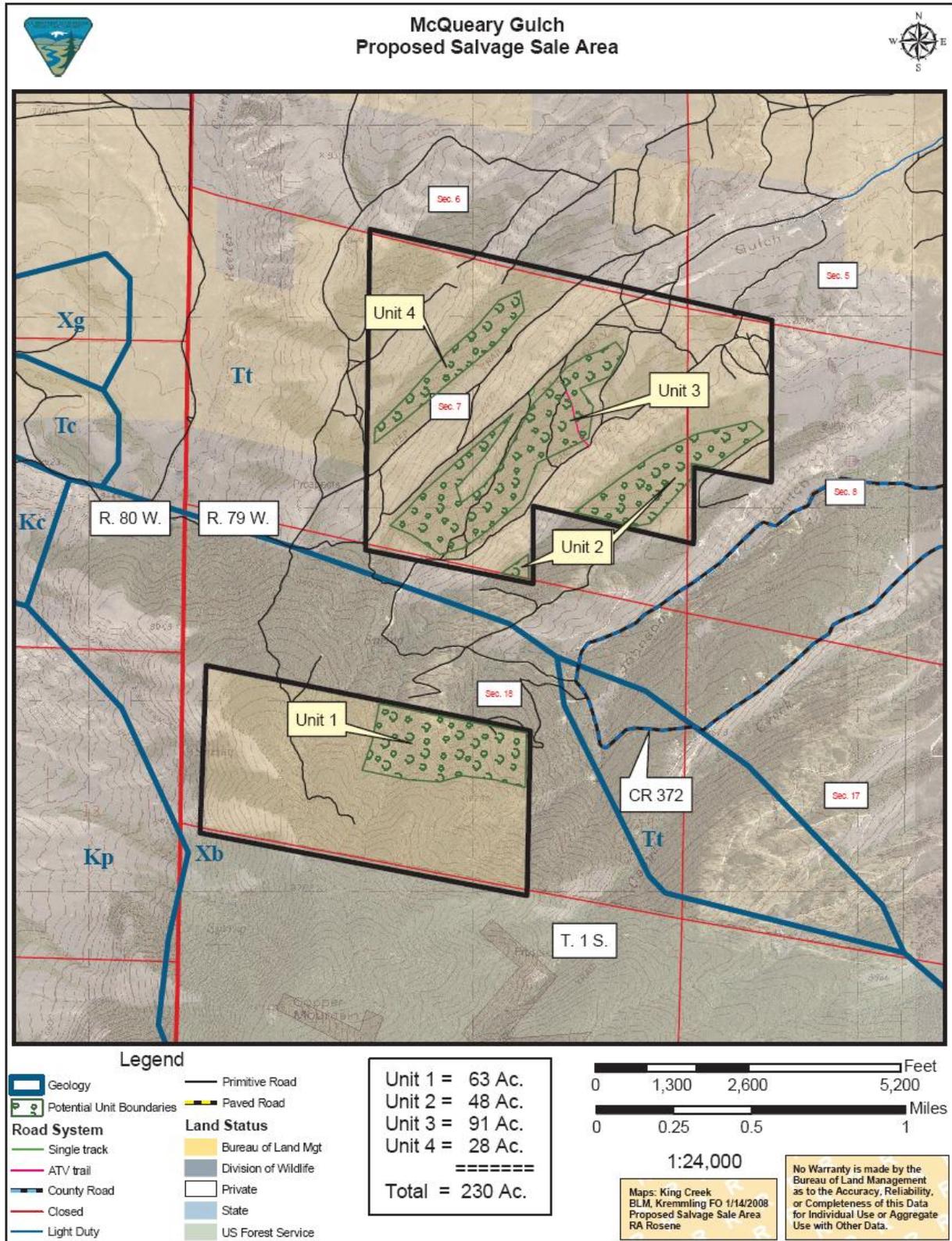
If the proposed harvest occurs in the summer months, the untreated areas would need a Class III cultural inventory prior to logging activity.

-The following procedures would be followed for paleontological resources.

- The BLM archaeologist would conduct a preliminary inventory during the summer of 2008, and continue to monitor the project area throughout the logging operation.

- If significant fossils are discovered during the preliminary inventory or during monitoring, a professional Paleontologist would be hired by BLM to complete a professional inventory and/or complete any needed mitigation.

Map 1



PLAN CONFORMANCE REVIEW: The Proposed Action is subject to and has been reviewed for conformance with (43 CFR 1610.5, BLM 1617.3) the following plan:

Name of Plan: Kremmling Resource Management Plan (RMP), Record of Decision (ROD)

Date Approved: December 19, 1984; Updated February 1999

Decision Number/Page: II-6, page 10

Decision Language: *“To manage all productive forest land that is suitable for producing a variety of forest products on a sustained yield basis. This action will create a healthy forest environment through continued forest management practices”.*

The Proposed Action was designed in conformance with all bureau standards and incorporates the Colorado Standards for Public Land Health.

CATEGORICAL EXCLUSION REVIEW: The Proposed Action qualifies as a categorical exclusion under 516 DM 11, Number: 11.9 (C)(9), *“Commercial and non-commercial sanitation harvest of trees to control insects or disease not to exceed 250 acres, requiring no more than 0.5 miles of temporary road construction.”* None of the following extraordinary circumstances in 516 DM 2, Appendix 2, apply.

Extraordinary Circumstances	Yes	No
2.1 Have significant impacts on public health or safety		X
2.2 Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (Executive Order 11990); floodplains (Executive Order 11988); national monuments; migratory birds; and other ecologically significant or critical areas.		X
2.3 Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA section 102(2)(E)].		X
2.4 Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks.		X
2.5 Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects.		X
2.6 Have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects.		X
2.7 Have significant impacts on properties listed, or eligible for listing, on the National Register of historic Places as determined by either the bureau or office.		X
2.8 Have significant impacts on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species.		X

2.9 Violate a Federal Law, or a State, local, or tribal law or requirement imposed for the protection of the environment.		X
2.10 Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898).		X
2.11 Limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007).		X
2.12 Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112).		X

INTERDISCIPLINARY REVIEW:

Name	Title	Area of Responsibility	Date Review Completed
Rich Rosene	Forester	Forest Management	3/10/08
Paula Belcher	Hydrologist	Soil, Water, Air, & Riparian	1/31/08
Richard Johnson	Rangeland Management Specialist	Invasive, Non-Native Species, Vegetation	2/12/08
Frank Rupp	Archaeologist	Paleontology	2/13/08
Megan McGuire	Wildlife Biologist	T&E Species and Wildlife	3/11/08
Bill B. Wyatt	Fire Archaeologist	Cultural Resources and Tribal Consultation	3/13/08
Joe Stout	P&EC	NEPA Compliance	3/18/08

REMARKS:

Cultural Resources: The BLM identified the procedures that would be followed for cultural resources in consultation with the State Historic Preservation Office (SHPO).

Native American Religious Concerns: Five Native American Tribes were consulted on January 23, 2008, and as of March 10, 2008, no tribe has identified any traditional spiritual properties.

Soil, Water, and Air: There are no known perennial waters within any of the units. In general, the units are located along broad ridges dividing ephemeral/intermittent channels. Although most of the slopes are below 35%, there are long narrow areas along the side-slopes of three main channels in Unit #1 that are steep. To reduce possible sediment loading into the channels, these steep slopes should be avoided. If summer logging does occur, the “wet conditions” restriction should help reduce soil impacts. According to the Grand County Soil Survey, none of the units are located on mapped highly erodible soils, and except for Unit #2, the soils have at least moderate permeability and do not produce large amounts of runoff. Unit #2 is mapped as having slow permeability and moderate to high rates/amounts of runoff. Due to the unit’s more gentle slopes and the lopping and scattering of slash, runoff and soil erosion would not be a concern.

Threatened and Endangered Species: There would be no impacts to threatened, endangered, or sensitive species.

Wildlife: There are parts of section 7 and all of section 8 that are mapped as winter range for mule deer, and all of the project area is winter range for Rocky Mountain elk. However, since thousands of acres of winter range surround the project area and the proposed project is only a few hundred acres, there would be little to no disturbance to mule deer and elk habitat.

Paleontology: The proposed project area is geologically mapped as Troublesome Formation. This formation has a Potential Fossil Yield Classification (PFYC) of 5 and Condition 1. The ranking of the Troublesome Formation to Condition 1 means that the formation is known to produce significant vertebrate fossils from the Miocene Period, the age of mammals. The PFYC classification of 5 means there is very high potential for the discovery of significant fossils. These rankings require a pre-implementation, intensive pedestrian inventory by a qualified and BLM permitted Paleontologist. However, because of the heavy cover of trees and ground duff, and the plan to conduct logging only in the winter months, the potential to damage significant fossil resources would be reduced.

NAME OF PREPARER: Rich Rosene

NAME OF ENVIRONMENTAL COORDINATOR: Joe Stout

DATE: 3/20/08

ATTACHMENTS:

1). Timber Sale Special Provisions

DECISION AND RATIONALE: I have reviewed this CER and have decided to implement the proposed action.

This action is listed in the Department Manual as an action that may be categorically excluded. I have evaluated the action relative to the 12 criteria listed above and have determined that it does not represent an extraordinary circumstance and is, therefore, categorically excluded from further environmental analysis.

SIGNATURE OF AUTHORIZED OFFICIAL: /s/ Peter A. McFadden, Acting Field Manager

DATE SIGNED: March 20, 2008

SECTION 41
SPECIAL PROVISIONS

McQueary Gulch Salvage Sale
Contract No. CO120-TS08-2

Section 41, Special Provisions A - R: The Purchaser shall comply with the Special Provisions which are attached hereto and made a part hereof unless otherwise authorized in writing by the Contracting Officer:

A. Logging Plan:

Prior to the commencement of logging operations, the Purchaser shall obtain approval from the Contracting Officer of a written logging plan commensurate with the terms and conditions of the contract. All logging shall be done in accordance with the plan. Any modification of the plan shall be approved in advance of implementation by the Contracting Officer. A pre-work conference between the Purchaser's authorized representative and the Contracting Officer's representative must be held before the logging plan will be approved.

B. Work Notices:

Before beginning operations on the contract area for the first time, or after an extended delay, the Purchaser shall notify the Contracting Officer one week prior to the date he plans to begin operations. The Purchaser shall also notify the Contracting Officer one week in advance if he intends to cease operations for a period of seven days or more.

C. Harvest Operations:

Harvest operations, including temporary road right-of-way operations, may be limited or suspended between December 1 of one calendar year and June 1 of the following calendar year, both days inclusive.

Yarding will not be permitted in the "Reserve Area" shown on Exhibit A.

All hauling activities will take place while the ground is frozen. Skidding activities will be conducted on frozen ground and with 6 inches of snow cover. Skidding of logs is not permitted on gravel surface roadways.

During periods of adverse weather conditions due to factors such as thawing, heavy rain or snow, all activities that may create excessive rutting (dependent on soil type, vegetation, and slope) will be suspended. When these conditions exist the Purchaser will contact the Contracting Officer for an evaluation and decision.

Skid trails will be water barred as directed by the Contracting Officer's representative and covered with slash to a minimum of twelve (12) inches and a maximum of twenty-four (24) inches in depth when the skid trail is no longer necessary for harvest operations. All lodgepole pine trees seven (7) inches DBH or greater shall be felled, unless otherwise reserved. All live lodgepole pine trees six (6) inches or less in DBH that are heavily infected with dwarf mistletoe shall be felled and limbed.

All aspen, Engelmann spruce, Douglas-fir, and subalpine fir are reserved and shall not be cut.

The Purchaser shall prevent excessive damage to all mature live and dead trees not designated for cutting and all healthy lodgepole pine regeneration during harvesting and slash treatment operations.

All trees shall be cut so that the resulting stumps shall not be higher than twelve (12) inches, measured from the ground on the uphill side of the tree.

The Purchaser shall remove all limbs up to a four (4) inch top from merchantable trees prior to skidding logs.

In addition to the requirement set forth in Sec. 25 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 or introducing noxious weeds to the Contract Area. 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.

D. Improvements:

No improvements such as permanent camps, sawmills, or living quarters will be constructed or erected on the contract area. The Purchaser or his employees, upon written authorization from the Contracting Officer, may establish a temporary work camp. The camp may consist of mobile trailers, pickup campers, tent trailers or tents. In addition to the requirements of Section 26, the Purchaser will be required to: 1) provide adequate sanitary facilities; 2) provide metal garbage collection cans with lids; 3) keep the camp in a clean and orderly condition and; 4) rehabilitate the area to the satisfaction of the Contracting Officer.

E. Access and Maintenance of Roads:

The Purchaser is authorized to use the roads shown on Exhibit A which are under the jurisdiction of the Bureau of Land Management. Purchaser shall provide the BLM with written proof of access, as well as all relevant permits and permissions, for any roads to be used that are not under BLM's jurisdiction.

The Purchaser shall at all times during the period of his operations on the contract area and upon completion of said operation, be liable for maintenance and repair of such roads resulting from wear or damage in accordance with this contract. With the prior written approval of the Contracting Officer, the Purchaser may arrange for cooperative maintenance with other users of the access roads. Provided, however, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage in accordance with this contract.

The Purchaser shall perform road repair and maintenance work on all roads used by him under the terms of this contract as follows:

- a. The Purchaser shall maintain the roads used in the logging operations to the standards required by this contract by blading and shaping the road surface, ditches and shoulders. All ruts, rills and holes shall be smoothed and refilled with suitable material and machine compacted by routing equipment over the fill area. All ditches shall be shaped to the configuration typical to the roadway and shall be kept clean of obstructions that may impede the flow of water. Ditches leading to drainage structures shall be kept clean to the invert elevation of the structure.
- b. The Purchaser shall perform all road cleanup, including removal of bank slough, slides, and fallen timber, which can be practically accomplished by a motor patrol grader and by the use of hand tools. Subject to such limitation, he shall also replace material eroded from fill slopes and clean out drainage ditches and culverts.

In removing material from slides or other sources, the Purchaser shall deposit the material which must be moved at locations chosen with the objective that such material will not erode into streams, lakes, or reservoirs, or cause undue damage to road fill slopes which have been planted or mulched to control soil erosion.
- c. The Purchaser shall perform preventive maintenance at end of the Purchaser's hauling each season and during non-hauling periods which occur between operations on the contract area to minimize weather damage to roads during the non-hauling period. This may include, but shall not be limited to, slide repairs, water barring, blading to remove ruts or other surface irregularities which would interfere with normal runoff of water, and cleaning of ditches and culverts.
- d. The Purchaser shall avoid fouling gravel surfaces through covering with earth and debris from side ditches, slides, or other sources. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway.

The Purchaser shall comply with and not exceed the gross weight, length, and height limits specified by local, county, and state laws and regulations.

F. Spur Road Construction:

No spur road construction is authorized under this contract.

G. Penalty for Damage:

If in connection with the felling, skidding, or hauling operations under this contract, the Purchaser, his contractors or subcontractors, or employees of any of them damage any government timber other than the timber sold under this contract, the Contracting Officer may require the Purchaser to cut, remove, and pay twice the appraised value of the timber damaged in lieu of the provision of Section 13. The board foot volume and the value of merchantable timber shall be determined by the Contracting Officer in accordance with the standard appraisal techniques of the Bureau of Land Management. Payment for such cutting shall be made in advance of removal. Damage to young trees not scaleable in terms of board feet, where it would be difficult, if not impossible, to determine the amount of such damage, the Purchaser shall pay as fixed, agreed and liquidated damages, \$1.00 for each reserve tree damaged or destroyed.

H. Log Export Restrictions:

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. 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 (8-3/4) inches in thickness; or (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 timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp, and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8-3/4) inches in thickness or less.

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 the Non-Substitution and the Domestic Processing of Timber." The original of such certification shall be filed with the Contracting Officer.

Prior to the termination of this contract, the Purchaser shall submit to the Contracting Officer a "Log Scale and Disposition of Timber Removed" 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 transfers of logs involving timber from the sale for inspection and use of the Bureau of Land Management.

If required in writing by the Contracting Officer, the Purchaser shall, prior to the removal of timber from the contract area, brand with the Purchaser's registered log brand at least one end of each log, bolt, or other roundwood, and identify each of these by painting with highway yellow paint.

In the event of the Purchaser's non-compliance with this subsection of the contract, the Contracting 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.

I. Cultural Resource Protection:

1. The Purchaser is responsible for informing all persons in the area who are associated with this project that they will be subject to prosecution for disturbing historic or archaeological sites, or for collecting artifacts.

2. The Purchaser shall immediately bring to the attention of the Authorized Officer any and all antiquities, or other objects of historic, paleontological, or scientific interest including but not limited to, historic or prehistoric ruins or artifacts DISCOVERED as a result of operations under this authorization (16 U.S.C. 470.-3, 36 CFR 800.112). The Purchaser shall immediately suspend all activities in the area of the object and shall leave such discoveries intact until written approval to proceed is obtained from the Authorized Officer. Approval to proceed will be based upon evaluation of the object(s). Evaluation shall be by a qualified professional selected by the Authorized Officer from a Federal agency insofar as practicable (BLM Manual 8142.06E). When not practicable, the Purchaser shall bear the cost of the services of a non-Federal professional.

Within five working days the Authorized Officer will inform the Purchaser as to:

- Whether the materials appear eligible for the National Register of Historic Places;
- The mitigation measures the Purchaser will likely have to undertake before the site can be used (assuming in situ preservation is not necessary); and,
- A timeframe for the Authorized Officer to complete an expedited review under 36 CFR 800.11 to confirm, through the State Historic Preservation Officer, that the findings of the Authorized Officer are correct and that mitigation is appropriate.

If the Purchaser wishes, at any time, to relocate activities to avoid the expense of mitigation and/or the delays associated with this process, the Authorized Officer will assume responsibility for whatever recordation and stabilization of the exposed materials may be required. Otherwise, the Purchaser will be responsible for mitigation costs. The Authorized Officer will provide technical and procedural guidelines for the conduct of mitigation. Upon verification from the Authorized Officer that the required mitigation has been completed, the Purchaser will then be allowed to resume construction.

Antiquities, historic, prehistoric ruins, paleontological or objects of scientific interest that are outside of the authorization boundaries but directly associated with the impacted resource will also be included in this evaluation and/or mitigation.

Antiquities, historic, prehistoric ruins, paleontological or objects of scientific interest, identified or unidentified, that are outside of the authorization and not associated with the resource within the authorization will also be protected. Impacts that occur to such resources, which are related to the authorizations activities, will be mitigated at the Purchaser's cost.

3. Pursuant to 43 CFR 10.4(g), the Purchaser of this authorization must notify the authorized officer, by telephone, with written confirmation, immediately upon the discovery of human remains, funerary items, sacred objects, or objects of cultural patrimony. Further, pursuant to 43 CFR 10.4 (c) and (d), you must stop activities in the vicinity of the discovery and protect it for 30 days or until notified to proceed by the authorized officer.

J. Wildlife Resource Protection:

All or parts of logging operations may be limited or suspended by the Contracting Officer for specified periods of time if logging would unduly cause a disturbance to wildlife. Wildlife disturbance includes, but is not limited to, interference of normal critical big game wintering areas, calving or fawning areas, and active raptor nesting areas.

Unmerchantable dead standing and merchantable trees with evidence of cavity nesting or roosting use will remain standing unless the tree is determined to be a hazard to logging operations.

The Purchaser shall immediately discontinue construction or timber harvesting operations upon written notice from the Contracting Officer that sensitive, threatened, or endangered plants or animals protected under the Endangered Species Act of 1973 have been discovered to be present on the area. Discontinued operations may be resumed upon receipt of written instructions

K. Protection of Streams, Springs, Parks and Meadows:

In addition to the requirements of Section 25 of this contract, the Purchaser shall:

1. Not operate logging equipment in live streams, except at crossings designated by the Contracting Officer or as essential for the installation of culverts.
2. Inform the Contracting Officer of the existence of any undeveloped surface spring he may discover on the contract area and take any precautions directed by the Contracting Officer to protect the spring from damage resulting from the logging operations.

3. Not fell trees into, or deck logs on, or travel across, existing springs, parks, or meadows, except in areas approved by the Contracting Officer.
4. Not locate landings or log decks within one hundred (100) feet of any spring.

L. Fire Precautions:

During periods of extreme fire danger, the Contracting Officer may issue in writing a restricting or closure order to the Purchaser.

In the event a fire should occur within the contract area, the Purchaser and his employees will immediately take the necessary action to contain and suppress the fire. This will in no way relieve the Purchaser from any responsibility regarding the suppression or trespass cost, in the event the fire investigation reveals the fire was started by the Purchaser or his employees, either through negligence or from the logging operations.

The following equipment will be provided and maintained by the Purchaser on the contract area for use during periods of fire danger from June 1 to November 1 each year, both days inclusive:

1. Each truck, tractor, skidder, and loader used on the contract area shall be equipped with an axe and shovel and with a usable chemical fire extinguisher effective against oil and gas fires.
2. Each felling crew or each buckler using a power saw in the contract area shall have a shovel readily available.
3. Each chain saw, tractor and skidder shall be equipped with an operable spark arrester.

M. Slash Treatment:

The term "slash" means all debris resulting from logging operations. Slash in this provision is considered to be all woody vegetative material (including cull logs, chunks, tops, limbs, branches, snags, damaged or destroyed reproduction, saplings, poles, and stumps) that is created or disturbed by any type of vegetative cutting, clearing, construction, or silvicultural treatment.

Slash will be treated by lop and scatter method except in those areas where further treatment is needed to reduce fuel loading.

Lop and scatter treatment of slash will be done as follows:

- a. The top and side branches of all trees cut or knocked down will be completely trimmed to a four (4) inch top diameter.
- b. Limbs and tops will be scattered and all slash will not exceed twenty-four (24) inches in height from ground level.

Machine treatment of slash shall consist of piling or walking down.

a. Piling:

1. Trees will be tree length skidded to the landing. Trees will be limbed and topped at the landings. The resulting slash will be placed or pushed into piles.

2. Slash piles shall not be more than thirty (30) feet in length, thirty (30) feet in width, and no more than fifteen (15) feet in height, unless otherwise authorized by the Contracting Officer. The minimum distance between piles shall be 150 feet.

3. Slash piles shall be located so that burning operations will cause only minimal damage to standing live trees. Accordingly, piles will not be constructed within fifty (50) feet along the exterior edges of the logging units or near groups of small diameter trees reserved from cutting within the logging units.

4. To facilitate burning, slash piles should be tightly compacted, be mostly free of dirt, and large stems off the ground should not extend outward more than ten (10) feet beyond the base of the pile.

5. Burning or other treatment of piled slash shall be done by the Government.

b. Walking Down:

The crawler tractor or skidder shall be operated such that all existing slash is walked down. Walking down shall crush or break tops, branches, and stems such that the slash does not exceed the maximum height of twenty-four (24) inches.

N. Injuries and Damage:

In addition to the requirements of Section 12 of this contract, the Purchaser, in his operations under this contract, shall not do or omit to do anything by which act or omission any person or property may be injured or damaged and shall indemnify and save the United States harmless from any claim, demand, action, or damages on account of any personal injury or property damage arising by reason of anything done or omitted to be done by the Purchaser, his contractors, subcontractors, or the employees of any of them.

O. Cattleguards, Gates, and Fencing:

The Purchaser shall make every reasonable effort to protect and maintain all gates and cattleguards. Any gate or cattleguard that is damaged by the Purchaser or his employees shall be repaired immediately.

If an existing fence, as shown at the approximate location on Exhibit A, is damaged by the Purchaser or his employees, it shall be immediately repaired when there are livestock present on either side of the fence or within thirty (30) days after the fence is damaged when livestock are not present.

P. Bearing Trees

Notwithstanding the provisions of Sec. 22, all bearing trees located within a cutting unit or road ROW, as shown on Exhibit A, shall be cut on a 30 degree bevel, the lowest part not less than eighteen inches above the scribe marks and in such a manner that will not mutilate the markings identifying the bearing trees.

The Purchaser shall treat all such bearing tree stumps in the following manner:

1. Remove all bark, providing there are no identifying marks on the bark.
2. Place a sheet of galvanized metal over the top of each stump, bend down the edges, and nail to the side of the stump.
3. A 6-foot long steel fence post shall be driven alongside the corner monument.

Q. Periodic Payment and First Installment Adjustment

1. Notwithstanding the provisions of Sec. 3(b), 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 Purchaser's 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 Sec. 3(b), 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 return the first installment to the full value specified in Sec. 3(b). Failure to return the first installment to the full value within the allotted time will be considered a material breach of contract. No timber shall be cut or removed from the contract area until the first installment is restored to the full amount.

2. Notwithstanding the provisions of Sec. 3(b), 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 shall provide the Purchaser with an equal amount of operating time as would have been available without the delay. The Purchaser shall request such adjustment in writing before the due date for a periodic payment contained in Sec. 3(b).

R. Exhibits

The following Exhibits are attached hereto and made a part hereof:

Exhibit A: Contract Map
Exhibit B: Lump Sum Sale