

STATE OF MONTANA - TIMBER SALE CONTRACT FOR STUMPAGE SOLD BY THE TON

VERSION 18 – JANUARY 2018

DEPARTMENT OF NATURAL RESOURCES & CONSERVATION 2705 Spurgin Road Missoula, MT 59804	NAME, ADDRESS AND PHONE NUMBER OF PURCHASER:	
	Tax I.D. Number	
LAND OFFICE Southwest	SALE NAME Doney Gal	SALE NUMBER
UNIT OFFICE Clearwater	AWARD DATE	TERMINATION DATE August 1, 2029

THIS CONTRACT IS MADE AND ENTERED INTO by and between the State of Montana, acting through its Department of Natural Resources & Conservation, Trust Land Management Division (hereinafter called the State) and (, a sole proprietorship; or , a partnership; or , Inc. a corporation) (hereinafter called Purchaser) having an office and principal place of business at the address shown above. Purchaser's bid on the timber described in this contract has been accepted by the State after having been estimated, appraised and advertised for sale as required by law. Therefore, in consideration of the mutual promises contained in this agreement, the State agrees to sell and the Purchaser agrees to purchase the designated timber located on the areas described in this Contract at the specified rates of payment and in strict conformity with the requirements, standards, specifications and conditions set forth in this Contract.

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-ATTACHMENTS-			
The following attachments are hereby made a part of this contract:			
ATTACHMENT A: Timber Sale Maps		5 Pages	
ATTACHMENT B: Road Construction, Improvements and Maintenance Specifications		37 Pages	
ATTACHMENT C: Forest Fire Regulations		2 Pages	
ATTACHMENT D: Working in Bear Habitat Brochure		1 Page	
ATTACHMENT E: Temporary Road Use Permits (Jacobsen Ranch Co. & MT FWP)		9 Pages	
ATTACHMENT F: Stream Permit for Pipe Replacement on Little Doney Haul Road		12 Pages	
ATTACHMENT G: Stream Permit for Pipe Replacement on Cat Track Road		15 Pages	

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TABLE 1 - LEGAL DESCRIPTION OF THE GROSS SALE AREA			
The timber designated for sale under this Contract is within the following sale area			
Subdivisions	Section	TwN	Rge
ALL	16	15N	11W
Total approximate acres in gross sale area:	640		
Number of harvest units (Including Right-of-Way):	12		
Total acres in harvest units (Including Right-of-Way):	309		

TABLE 1 (continued) - ESTIMATED SALE VOLUME	
The state does not guarantee the product weight, by species or in total, to equal the estimated advertised weight in quantity or product designation.	
Product	Estimated Quantity (Tons)
Sawlogs	9,938
Other Material (specify)	Not estimated
Total Estimated Volume	9,938

TABLE 1 (continued) - PAYMENT RATES			
Payment	Amount		Requirements
Performance Bond Amount:	20% of bid value		See Section II.A.1-3.
	Product	Amount	
Stumpage Rate per ton:	Sawlogs	Bid Rate	See Section II.B.1-3.
	Other Material	\$1.00	
Forest Improvement (FI) Fee Per ton:	Sawlogs	\$3.79	See Section II.B.4

TABLE 1 – (continued) – JOINT CHIEFS PROJECT FUNDING	
Amount	Requirements
\$15,000	Payment to Purchaser from DNRC upon completion and approval of 70 acres of YUM-yarding in Units 3, 4, and 7. YUM-yarding requirements are described in Section VII.F. UNIT DESIGNATIONS.

I. GENERAL TERMS

A. DEFINITION OF CONTRACT LANGUAGE: The following definitions apply to terms used in this Contract:

1. Administrator – The Forest Management Bureau Chief, Trust Land Management Division, Department of Natural Resources & Conservation
2. Board – The Montana Board of Land Commissioners.
3. Department – The Department of Natural Resources and Conservation.
4. Draw – A swale or drainageway that may not have perceptible or definite beds or banks.
5. Environmental Law – Includes, but is not limited to, the following laws and any regulations promulgated under these laws: the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”) (42 U.S.C. § 9601 *et seq.*), as amended; the Resource Conservation and Recovery Act (“RCRA”) (42 U.S.C. §§ 6901 – 6987), as amended; the Clean Air Act (42 U.S.C. § 7401, *et seq.*), as amended; the Safe Drinking Water Act (42 U.S.C. § 300f *et seq.*), as amended; the Clean Water Act (33 U.S.C. § 1401 *et seq.*), as amended; the Clean Air Act of Montana (Mont. Code Ann. § 75-2-101 *et seq.*), as amended; the Montana Water Quality Act (Mont. Code Ann. § 75-5-101 *et seq.*), as amended; the Montana Solid Waste Management Act (Mont. Code Ann. § 75-10-201 *et seq.*), as amended; the Montana Hazardous Waste Act (Mont. Code Ann. § 75-10-401 *et seq.*), as amended; the Montana Comprehensive Environmental Cleanup and Responsibility Act (Mont. Code Ann. § 75-10-701 *et seq.*) as amended; and the Montana Underground Storage Tank Act (Mont. Code Ann. § 75-11-501 *et seq.*) as amended.
6. Forest Officer – The State field representative assigned the job of contract administration for this timber sale Contract. Except as otherwise expressly stated in the Contract, the Forest Officer is not authorized to modify the Contract on behalf of the State.
7. Hazardous or deleterious substance – Means a substance that, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may pose an imminent and substantial threat to public health, safety, or welfare or the environment, and is:
 - a. A substance that is defined as a hazardous substance by section 101(14) of CERCLA, 42 U.S.C. § 9601(14), as amended.
 - b. A substance identified by the administrator of the United States Environmental Protection Agency as a hazardous substance pursuant to section 102 of CERCLA, 42 U.S.C. § 9602, as amended.
 - c. A substance that is defined as a hazardous waste pursuant to section 1004(5) of RCRA, 42 U.S.C. § 6903(5), as amended, including a substance listed or identified in 40 CFR 261.
 - d. Any petroleum product.
8. Operating period – The annual time period during which field activities (logging, hauling, construction, etc.) may be conducted.
9. Paid or payment – Except as otherwise expressly stated in the Contract, full remuneration by either cash, money order or certified check.
10. Purchaser – The signatory party to this Contract other than the Administrator. Purchaser is also defined to include employees and agents of the Purchaser authorized to conduct activities as required for execution of the timber sale Contract. As an independent contractor, neither the

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Purchaser, its employees or agents are considered employees of the State of Montana pursuant to work performed under this Contract.

11. Sawlog – A green or dead log as further defined under Section VII.C.
12. State – The State of Montana and its agents and employees.
13. Stream – A stream is a natural watercourse of perceptible extent that has a sandy or rocky bottom or definite banks and confines and conducts continuously or intermittently flowing water.
14. Stumpage – The rate paid in dollars per ton as specified in Table 1 for Sawlogs and/or Other Material.
15. Supervisor – A person designated by the Purchaser in charge of operations on site at the sale area at all times when construction or harvesting operations are in progress. The Supervisor has authorization to receive notices from the Forest Officer and take appropriate action with regard to breach and/or violations of the terms of the contract.

B. REMOVAL OF TIMBER AND TITLE TRANSFER:

1. Provided the Purchaser has paid for timber as required in Section II.B.1, ADVANCE STUMPAGE PAYMENT, the Purchaser has the right to cut and remove timber from the sale area provided all Contract requirements related to the commencement of operations have been met.
2. Title to all timber included in this contract shall be retained by the State until:
 - a. The timber has been paid for.
 - b. The timber has been measured, as described in Section III.A. MEASUREMENT AND LOG ACCOUNTABILITY.
 - c. The timber has been properly marked and ticketed as described in Section III.C & E. MEASUREMENT AND LOG ACCOUNTABILITY, and removed from the gross sale area,
3. Title to timber remaining on the gross sale area at termination of the contract shall remain with the State of Montana.
4. As documented in this contract, or otherwise agreed to, all roads and other improvements become the property of the State as they are constructed.

C. TERM OF CONTRACT: This Contract is effective upon approval and execution by the Administrator and shall terminate on the Termination Date shown on page 1 unless terminated sooner for successful completion or for gross or persistent breach and/or failure to promptly and properly remedy contract violations of the Contract terms pursuant to Section IV. B, TERMINATION.

D. PRE-OPERATIONS MEETING: No activity may occur on the sale area until a pre-operations meeting is conducted between the Purchaser and the State. The Purchaser shall notify the Forest Officer at least seven (7) days prior to the start of operations to schedule the pre-operations meeting. The Forest Officer will specify to the Purchaser what information the Purchaser must provide to the State at the pre-operations meeting.

E. ANNUAL OPERATING PLAN: Purchaser may be required to submit a written annual operating plan, as specified by, and at the request of the Forest Officer.

F. CONTRACT TERM EXTENSION:

1. In the event that Purchaser's operations are delayed and Purchaser is not able to complete the requirements of this Contract prior to the termination date, the State may grant an extension of

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the term of this Contract. An extension will be considered by the State under only the following circumstances:

- a. The State determines an extension is in its best interests;
 - b. Purchaser applies for the extension in writing at least 30 days prior to the termination date.
 - c. The State notifies the Purchaser that an extension is required.
 - d. Purchaser has provided the State with written notice from the surety that the performance bond on this contract has been extended for a period commensurate with the requested contract extension.
 - e. Purchaser has made a good faith effort to complete the sale.
 - f. The extension request is not based on poor log and/or market conditions.
2. If the contract term extension is granted, Purchaser shall conduct continuous operations through the operating periods and/or resume operations at the start of the next operating period until the requirements of this Contract are completed. No extension shall be granted for a period longer than eighteen (18) months after the termination date as provided herein unless a longer extension is determined to be in the State's best interest.
 3. If the extension is requested and granted because of delays resulting from matters within Purchaser's control, the following will apply:
 - a. Purchaser shall pay an extension fee of \$ 500.00.
 - b. Stumpage rates for any volume cut, skidded or hauled during the extension period will be escalated a minimum of 10% to reflect the interest lost to the trust beneficiaries.
 - c. No de-escalation will occur from the time the extension is granted by the Administrator, as documented in a signed modification, through the remainder of the Contract.
 4. An extension may be granted to the Purchaser without penalty if the State prohibits logging activity for more than 2 weeks during the operating period described in this Contract.
 5. All conditions of this contract shall remain in force during any period of extension, unless those conditions are amended by the terms of the extension.
 6. In the event the Contract terminates pursuant to Section I.C, TERM OF CONTRACT due to expiration of the time within which its performance shall have been completed, and the Department has not granted an extension, the Purchaser shall immediately cease all operations within the Gross Sale Area as shown in Table 1. Operations beyond the contract termination date for which the Department has not granted an extension will be treated as trespass.
- G. LIABILITY FOR LOSS:** The Purchaser is responsible for loss, degradation, or damage to timber while the timber is in his, her or its custody, including but not limited to, timber which has been felled, skidded or decked and/or timber which has been lost, damaged or stolen after removal from the sale area but before scaling or weight is recorded.
- H. SUPERVISION:** When construction or harvesting operations are in progress, the Purchaser shall have exclusive control over the way the Contract is executed if, as determined by the Department, the Purchaser has and is complying with all terms and conditions provided herein. Purchaser is required to have a supervisor(s) in charge of operations on the sale area at all times. Such supervisor(s) shall have authorization to receive notices from the Forest Officer and take appropriate action with regard to breach and/or violations of the terms and conditions of the Contract.

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I. COMPLAINTS:

1. Complaints by the Purchaser concerning any action or decision of a Forest Officer, including suspension orders, must be made in writing to the Administrator postmarked within 30 days of the disputed action or decision. In the interim, Purchaser must comply with the directions of the Forest Officer.
2. Upon receipt of a complaint, the Administrator, or a designated representative, shall promptly hold an informal conference with the Purchaser and the Forest Officer to review the disputed action. The Purchaser shall be given adequate notice of the conference and shall be given the opportunity to present evidence and an argument to rebut the reasons given by the Forest Officer for the disputed action. After review, the Administrator shall notify the Purchaser in writing of his decision. The decision of the Administrator is final on behalf of the State, except regarding termination of the contract.

J. ASSIGNMENT: This contract shall not be assigned in whole or in part unless approved in writing by the Administrator.

K. MODIFICATIONS:

1. This contract, together with the attachments listed herein, contains the entire agreement of the parties and no statements, promises or inducements made by either party, or agents of either party, that are not contained in such written Contract shall be valid or binding. This Contract, except as described in Section I.K.2 below, cannot be enlarged, modified or altered except upon written agreement signed by all parties to this contract. Only the Administrator, his successor, his designated representative, or the Board of Land Commissioners, is authorized to enter into such modification on behalf of the State.
2. To protect cultural or natural resources the State may modify provisions of the Contract without prior agreement by the Purchaser. If such modifications occur the State will provide equitable compensation to the Purchaser for those modifications.

L. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to Section 49-3-207, MCA, any hiring by the Purchaser under this agreement must be based on merit and qualifications and there must be no discrimination based on race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by any person performing this Contract.

M. LIABILITY INSURANCE:

1. Prior to the execution of this Contract, the Purchaser or their agents shall obtain, carry and keep in good standing for the remainder of the contract period, with any extensions:
 - a. Comprehensive general liability insurance coverage to the limit of \$1,000,000.00 per occurrence and \$2,000,000.00 per aggregate. Each such policy shall include endorsements, which shall name the State as an additional insured and shall provide that the State shall be given 30 days' written notice, at the address stated above, prior to cancellation or any material change in such policy.
 - b. Automobile Liability Insurance: The Purchaser shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.
2. In lieu of such coverage, the Purchaser may provide proof of self-insurance in at least an amount equal to that provided above.

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3. Prior to the commencement of any work to be performed under this contract, Purchaser shall deliver to the State a certificate of insurance from the insurer(s) of the Purchaser or their agents certifying that coverage in at least the amounts stated above is in force. Such certificate shall be submitted to the State for approval of the insurer(s), the amount, and the form. The State reserves the right to require a certified copy of any such policy or to examine the policy itself.
4. A self-insured Purchaser shall provide an equivalent certificate of insurance subject to the approval of the State.
5. It is further understood and agreed that this Contract shall terminate immediately in the event that the mandatory liability insurance coverage required under this part is for any reason not obtained or is discontinued.

N. WORKERS' COMPENSATION INSURANCE:

1. Prior to the commencement of any work under this Contract, Purchaser shall provide written verification to the Administrator that all individuals who are to be engaged in work under this Contract, including but not limited to employees, agents or independent contractors of the Purchaser or of its subcontractors, are either insured for workers' compensation coverage or are exempted from such coverage as certified independent contractors pursuant to § 39-71-401 MCA.
2. It is expressly understood and agreed that no such individual may engage in work in furtherance of this Contract at any time during its period unless either insured for workers' compensation coverage or exempted from such coverage as indicated above.
3. It is understood and agreed that this Contract shall terminate immediately if workers' compensation coverage or exemptions required under this part is discontinued for any individuals engaged in work under this Contract.

O. SAFETY: The Purchaser, employees, subcontractors and their employees shall conduct their activities in a safe and workmanlike manner, shall cooperate in making it possible for the Forest Officer to safely, efficiently, and economically perform his, her or its administrative duties, and shall comply with federal and State safety standards for logging operations as established by the United States Department of Labor, Occupational Safety and Health Administration (OSHA; 29 Code of Federal Regulations 1910 and any other such applicable regulations promulgated by OSHA) and as required by Title 50, Chapter 71 of the Montana Code Annotated, and any regulations promulgated to implement the statutes found in that Title and Chapter of the Montana Code Annotated. The Purchaser, and not the State, is responsible for instituting and maintaining all precautions, procedures and programs for the safety of all persons on the project site, and the State hereby disclaims any and all responsibility for injuries or accidents occurring at the site.

P. SAWMILLS PROHIBITED: No sawmills shall be allowed to operate on the gross sale area.

Q. LOG CHIPPERS OR GRINDERS: No log chippers or grinders shall be allowed to operate on the gross sale area unless written approval to do so is granted by the Forest Officer. In order for approval to be granted, the Purchaser shall identify a method acceptable to the State for the measurement of all wood to be ground or chipped. If the Purchaser intends to operate a log chipper outside of the gross sale area, provisions must be made for obtaining certified weights of either the material removed from the sale or of the resultant products.

R. SALE DELAYED OR PRECLUDED BY JUDICIAL ACTION OR GOVERNMENT REGULATORY ACTION:

1. In the event judicial action, change in applicable law, or implementation of government regulatory action renders proceeding with this contract unlawful, the State will suspend or terminate the Contract in whole or in part. Upon notice of such suspension or termination, Purchaser shall

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immediately cease all or any portion of such operations under the Contract as directed by the State. If a court of competent jurisdiction has entered a final judgment rendering further proceeding with this Contract unlawful, or government regulatory action takes effect, the State may terminate the Contract or, at the State's option, suspend the Contract in whole or in part, pending appeal of the court's final judgment. If the Contract is suspended, the State shall not be liable to the Purchaser for damages or losses resulting from the delay. In the event the Contract is terminated due to judicial action, a change in law, or government regulations, the State shall be liable to Purchaser only as follows:

- a. The State shall refund any portion of advance stumpage payments or down payments not needed to compensate the State for timber removed.
- b. The State shall release any portion of the performance bond not needed to compensate the State for timber removed or other losses suffered by the State due to breach of contract by the Purchaser.
- c. The State shall reimburse the Purchaser for the portion of reasonable costs of constructing or improving roads or of installing other facilities on State lands pursuant to this Contract that the Purchaser has not been able to use for removing timber. The Purchaser shall provide documentation requested by the State of the Purchaser's actual costs of constructing or improving such roads or installing other improvements.

S. VENUE AND CHOICE OF LAW: In the event of litigation concerning this agreement, venue shall be in the First Judicial District, Lewis and Clark County, Montana, and this agreement shall be governed by the laws of the State of Montana both as to interpretation and performance.

T. AUTHORIZATION TO ENTER: The Purchaser is authorized to enter the sale area only for purposes related to the performance of this Contract.

U. USE BY OTHERS: The State reserves the right to issue timber permits or other permits on the sale area for forest products not included in this Contract or for other uses not in conflict with this Contract. The State also reserves the right to permit other persons to cross the sale area to gain access to other lands for fire suppression or for other purposes. Where the Purchaser improves or reconstructs an existing road, the use thereafter by the Purchaser shall accommodate safe use by others.

V. OTHER OPERATIONS BY THE STATE: The State reserves the right to at any time conduct within the gross sale area forest management operations including, but not limited to, slash piling, burning, handwork, broadcast burning, mop-up, patrolling, thinning and tree planting during the term of this Contract.

W. INDEMNITY AND LIABILITY:

1. The Purchaser agrees to indemnify the State, its officials, agents, and employees, while acting within the scope of their duties and hold the State harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the Purchaser's employees or third parties on account of bodily or personal injuries, death or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the Purchaser and/or its agents, employees, subcontractors or its representatives while engaged in work under this Contract, all to the extent of the Purchaser's negligence.
2. The Purchaser shall be responsible for, indemnify, defend and hold the State harmless from and against any loss, cost (including, without limitation, reasonable legal, accounting, consulting, engineering and similar expenses), damage, claim, fine or liability, including the necessity for tests, inspections or other work, and any damage, claim, fine or liability arising as a result of such tests, inspections or other work, the State must perform:

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- a. Based upon an actual or alleged violation by the Purchaser of, or failure by the Purchaser to comply with, any Environmental Law during the term of this Contract;
 - b. Arising from the discharge, release, threatened release, handling, storage, treatment, deposit or disposal of any Hazardous or Deleterious Substances caused or exacerbated by the activities of the Purchaser on or in the gross sale area during the term of this Contract; or
 - c. Otherwise arising out of or in connection with any environmental condition or action caused or created by the Purchaser.
- X. OTHER LAWS AND REGULATIONS:** This Contract is subject to all applicable federal, state, county, and municipal laws, ordinances, and regulations in effect at the date of this Contract or which may, from time to time, be adopted, and which do not impair the obligations of this Contract and which do not deprive the Purchaser of an existing property right recognized by law. A violation by the Purchaser of any federal, state, county, and/or municipal laws, ordinances and/or regulations while conducting operations under the terms of this Contract, shall, in the discretion of the State, constitute sufficient reason for the suspension or termination of this Contract. If any part of the lands or premises under this Contract are used or allowed or permitted to be used for any purpose contrary to the laws of this state or the United States, such unlawful use shall, in the discretion of the State, constitute sufficient reason for the suspension or termination of this Contract.
- Y. FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays. Force majeure will not relieve the Purchaser from liability for damage or otherwise excuse performance of this Contract should the Purchaser cause a fire for which they would be liable under § 50-63-103, MCA.

II. CHARGES AND PAYMENTS

A. PERFORMANCE BOND:

1. As a guarantee of the faithful performance of this Contract, Purchaser shall furnish a bond, with sufficient sureties, to the State in an amount equal to the potential loss to the State in the event of Purchaser's breach or default under the terms of this Contract as determined by the Administrator (§ 77-5-202 (a), MCA). The performance bond may be in cash, bond, irrevocable letter of credit, or certificate of deposit with sufficient sureties. A letter of credit must be automatically renewable without amendment for the term of the contract. The performance bond the Purchaser must submit for this contract is shown in Table 1.
2. Upon full performance of the terms of the Contract, the State shall release the performance bond.
3. Upon substantial performance of the terms of the Contract, the Administrator may release a portion of the performance bond not needed to compensate the State for any remaining timber to be removed or any other losses that may be suffered by the State due to breach of Contract by the Purchaser. The bond shall not be reduced to less than five percent (5%) of the estimated value of the timber sold.

B. PAYMENTS: The Purchaser agrees to make payments to the Treasurer of the State of Montana as follows:

1. **ADVANCE STUMPAGE PAYMENTS:** The Purchaser is required to pay for all timber in advance of cutting at the rates shown in Table 1. Advance stumpage payments will be held by the State to cover the Purchaser's estimated timber cutting for at least six (6) weeks of operations. Advance

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stumpage payments may be reduced just before completion of the sale or when cutting requirements are to be suspended for at least 3 months. Advance stumpage payments may be in cash, bond, irrevocable letter of credit, or certificate of deposit with sufficient sureties.

2. **INITIAL ADVANCE STUMPAGE PAYMENT:** The initial advance payment will be made by the Purchaser prior to the start of timber cutting operations.
3. **PAYMENT SCHEDULE:** Payments in full for individual invoices will be made by the Purchaser as called for by the Administrator; in no event will payments be made by the Purchaser more than 14 days from the date of billing.
4. **FOREST IMPROVEMENT PAYMENTS:** The Purchaser is required to pay a fee for Forest Improvement on all sawlogs cut, both live and dead. The Forest Improvement fee for this sale is shown in Table 1. The Purchaser agrees to make these payments concurrently with stumpage payments. If the sale is completed before all the Forest Improvement payments have been made, the Purchaser will be billed for the balance owed.

C. ROAD USE AND MAINTENANCE PAYMENTS:

1. **PAYMENTS:** The Purchaser is required to make payments for road use and maintenance at the rates listed in Table 1 or as amended by revisions to road use permits. Payments will be made as called for by the Administrator or as otherwise directed in this contract.
2. **ALTERNATE HAUL ROUTES:** The Purchaser is authorized by the State to use the haul route described in this contract and attachments. If the Purchaser chooses to use an alternate haul route, that haul route must be approved by the State. Road use charges, maintenance requirements and payments may be adjusted to reflect the haul route used by the Purchaser. The Purchaser is responsible for obtaining any right-of-way required for an alternate haul route and for meeting all requirements of any agreements associated with that right-of-way. Proof of any such agreement must be provided to the State prior to use. Stumpage fees and Forest Improvement fees are not subject to a downward adjustment under this clause.

III. MEASUREMENT AND LOG ACCOUNTABILITY

A. PRODUCT MEASUREMENT:

1. The State will determine the value of products removed from the sale based on the total gross weight of material hauled. Weight tickets will be used to obtain the total value.
2. When mixed products with different payment rates per ton are hauled on one load, the entire load will be charged at the rate of the product with the highest value contained in the load.
3. Upon request by the State, the most recent load delivered to a receiving mill must be made available for inspection by the State or their representatives. The weight ticket identifying the load must remain affixed to the load.

B. WEIGHT TICKETS: The Purchaser is required to furnish weight tickets to the State as agreed to by the Forest Officer and the Purchaser.

1. All weight tickets shall be mailed or delivered with corresponding load tickets, as outlined below, directly to the DNRC Unit or Land Office administering this contract. In this case, send truck tickets to **(Melissa Laskos, 48455 Sperry Grade Road, Greenough, MT 59823)**. This requirement may be waived or changed by the Forest Officer.
2. Weight tickets shall show gross, tare and net weights and the corresponding load ticket number of each product load. Weight tickets must be from State of Montana certified scales, and all

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weight tickets must have mechanically stamped weights for the gross and tare weights unless otherwise permitted in writing by the Forest Officer. Weight tickets will be mailed or delivered to the State on a bi-weekly basis or as otherwise agreed to by the Forest Officer. A weight ticket will be considered as missing if not furnished within 4 weeks of the load delivery date. Failure to comply with this provision is a contract violation.

3. Truck ticket information may be provided to DNRC electronically if all required ticket information is provided. Contact Forest Product Sales Supervisor (406) 542-4276 at the Forest Management Bureau to implement electronic transfer. The information must be provided to the State on a bi-weekly basis prior to the tenth (10th) and twenty-fourth (24th) of each month. The paper copy of the weight tickets must also continue to be provided to the State. The requirement to supply the paper copy of the weight tickets may be waived by the Administrator.
- C. LOAD TICKETS:** The Purchaser will be issued load ticket books with consecutively numbered tickets for uniquely identifying truckloads of logs. A load ticket shall be attached to the driver's side bunk log of each product load prior to hauling, with the Scaler's copy given to the State from the delivery point. The Purchaser shall complete each ticket with the sale information required by the State. The Purchaser shall provide to the Forest Officer a complete list of destinations to which loads will be delivered. The State, at its discretion, may require a separate ticket book for each destination. Failure to comply with this provision is a contract violation.
- D. SORTING OF PRODUCTS:** The State may require separate ticket books for any loads sorted by the Purchaser by size or species or by specific products intended for different delivery points. Load tickets designated for a specific product must only be used for that specific product. When a load ticket is used with an incorrect product it is a contract violation.
- E. LOAD MARKING:** The Purchaser is required to mark all loads of logs before removal from the loading area to assist in identification while in transit or at the point of delivery. Marking shall be accomplished by painting "ST" in blue paint and the last three digits of the truck load ticket number on log ends of at least three logs on each load, both front and back. The driver's side bunk log shall be one of the marked logs. Failure to comply with this provision is a contract violation.
- F. PROMPT DELIVERY:** The Purchaser will deliver loads from the timber sale area to a receiving log yard directly without diversion. "Over-nighting" loads during transit are expressly forbidden unless approved by Forest Officer prior to hauling. Failure to comply with this provision is a contract violation.
- G. SCALE RULE:**
1. Any sawlogs scaled by the State shall be scaled using the Scribner Decimal "C" log rule. Log scaling will follow the procedures listed in the National Forest Log Scaling Handbook (FSH 2409.11) excluding Region 1 supplements.
 2. In cases where conversion is required, a conversion factor of **5.73** tons per thousand board feet will be used for sawlogs.

IV. CONTRACT VIOLATIONS AND PENALTIES

A. SUSPENSION:

1. **FAILURE TO PAY ADVANCE STUMPAGE:** If Purchaser fails to submit advance stumpage payments as directed by the Administrator pursuant to the terms of this Contract within 30 days of the request for such payments, all operations covered by this Contract shall immediately cease upon written or oral order from the State until all required advance stumpage payments, or guarantee of payment satisfactory to the State, have been made. The cutting and removal of

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timber may resume only upon receipt of written notice to the Purchaser from the State that acknowledges adequate payment or guarantee.

2. **LOSS OF BOND:** If the surety bond or other bond securing performance of this Contract is canceled or otherwise becomes ineffective, operations covered by this Contract shall immediately cease upon written or oral order from the State to the Purchaser. Cutting and removal of timber may resume only upon receipt of written notice from the State that acknowledges adequate bond.
3. **OTHER CONTRACT VIOLATIONS:**
 - a. Should the Forest Officer observe a condition that violates the terms of this Contract, the Forest Officer may verbally notify the Purchaser or its employees or subcontractors of such condition and immediately suspend all or part of the operations in the sale area to prevent harm to the interests of the State or the public. Should the Purchaser or its employees or subcontractors fail to comply with any verbal suspension order, the Administrator may terminate the Contract pursuant to Section IV. B. Termination. The Forest Officer may rescind his/her verbal suspension order upon satisfactory cure of the Purchaser's violation and operations may resume.
 - b. Suspension orders may be given in writing or verbally to the Purchaser, or to his, her or its employees or subcontractors. Once given, the Purchaser, and his, her or its employees or subcontractors shall immediately comply with such order of suspension and failure to do so shall constitute grounds for termination of this Contract. Suspension orders are reviewable under the provisions described in Section I.I. COMPLAINTS.
 - c. The Administrator may issue a written notice of suspension depending upon the severity of the violation and Purchaser's ability to cure. Such notice shall contain information regarding:
 1. The breach observed and harm anticipated; 2. The contract provisions violated; 3. If possible, the measures required to cure the violation and allow operations to resume; and 4. The deadline within which the Purchaser must cure the violation. Should the Purchaser fail to cure the violation as required, or to obtain a written variance from the Administrator, the Administrator may charge the Purchaser a \$250 per day penalty for every day that the violation persists. Operations may resume only upon written notice from the Administrator. If satisfactory measures or remedies cannot be found to cure the violation, the Administrator may immediately terminate the Contract pursuant to Section IV.B. TERMINATION.

B. TERMINATION:

1. Gross or persistent contract violations and/or failure to promptly and properly remedy contract violations by the Purchaser pursuant to the terms of this Contract shall be grounds for termination of the Contract by the State.
2. If this Contract is terminated by the State, the Administrator shall immediately notify the Purchaser of the termination and the reasons for it by certified mail. Such notice shall describe in what respects the Contract has been breached, the means, if any, by which the breach can be remedied and the consequences of such termination. The Contract shall be terminated 18 days from the date the notice is mailed to the Purchaser at the address stated in this Contract.
3. Upon receipt of the notice of termination the Purchaser shall immediately cease all operations pursuant to and permitted by the contract until the termination is resolved as provided pursuant to this Section of the Contract, Section IV.B. TERMINATION.
4. The Purchaser has 18 days after mailing of the notice of termination within which to file with the State a notice of appeal for a hearing before the Board of Land Commissioners or its appointee. If a timely notice of appeal is filed, the Contract remains in effect until the decision of the Board, but

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any suspension order shall remain in effect in the interim. The Board or its appointee shall conduct an informal open hearing to determine whether the Contract should be reinstated.

5. If the Contract is reinstated the Purchaser will not be penalized for any delays that resulted from the appeal.
6. If the Contract is terminated for breach and not reinstated, it is understood that the State may refuse to accept bids or proposals submitted under 77-5-212 MCA from the Purchaser on future State timber sales and permits for a minimum period of 2 years.

C. LIABILITY FOR DAMAGES:

1. The Purchaser shall be liable for any damages sustained by the State arising from Purchaser's breach of the terms of this Contract and the State may cause all or part of the performance bond to be forfeited to recover such damages.
2. In the event that a portion of the timber sale under this Contract is resold as a result of the Purchaser's forfeiture and the stumpage rate pursuant to the resold contract is lower than the stumpage rate provided herein, the difference between the original rate and the new rate shall be considered damages and the Purchaser shall be liable to the State for those damages. The State may cause all or part of the Purchaser's performance bond to be forfeited to recover such damages.

D. STATE'S OPTION TO COMPLETE CONTRACT REQUIREMENTS: If the Purchaser fails to complete the requirements described in this Contract in a timely manner or if the Contract is terminated pursuant to Section IV.B. TERMINATION, the State reserves the right to complete the work itself or through a contractor. The Purchaser will be billed for any additional costs incurred by the State due to the Purchaser's failure to perform the requirements of this Contract. These additional costs may include State employee time and expenses that were extraordinary to the normal administration of the contract, such as time and expenses incurred to hire a replacement contractor. Purchaser's failure to make payment within 14 days from the date of billing may cause all or part of the performance bond to be forfeited to recover such costs.

E. WAIVER OF PENALTIES: The penalties specified in this section shall be regarded as liquidated damages and may be waived or reduced at the discretion of the Administrator in exceptional cases.

F. FOREST PRACTICES LAWS: The Purchaser shall conduct logging operations in compliance with all laws relating to forest practices in the State of Montana. The Purchaser shall be responsible for all reclamation and penalties that result from violations of applicable forest practices laws.

G. LOGGING REQUIREMENT VIOLATIONS:

1. **HIGH STUMPS:** The Purchaser may be charged \$25.00 for each tree stump cut higher than 12 inches on the side adjacent to the highest ground except in unusual cases when this height is not considered practical.
2. **LONG BUTTS:** The Purchaser may be required to pay \$25.00 per long butt for cutting long butts that contain useable material in excess of the minimum net scale in percentage of gross shown in Table 2.
3. **LARGE TOPS:** The Purchaser may be required to pay for cutting tops larger than the Top Diameter Inside Bark (DIB) shown in Table 2. This charge will be at the current contract rate for the net volume by species, or \$25.00 per large top, whichever is greater.
4. **UNDESIGNATED TREES:**
 - a. Undesignated or reserve trees that are cut or damaged as a result of Purchaser's operations shall be considered cut in trespass and the Purchaser may be charged three times the

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highest Contract stumpage rate (minimum \$10.00/ton) for the Contract product class(es) the tree contains.

- b. If the Forest Officer determines that a suitable replacement for a reserve tree as described above is not available, Purchaser agrees to pay the State \$500.00 per tree, in addition to the rates charged in Section IV.G.4.a. UNDESIGNATED TREES.
5. **FAILURE TO REMOVE:** The State may charge the Purchaser for trees that are designated for cutting under the terms of this contract and/or logs that meet the Manufacturing and Recovery Standards shown in Table 2 that are not removed from the sale area or presented for measurement. This charge may be up to triple the Contract stumpage rate plus the Forest Improvement rate for the class of material contained in those trees fixed in accordance with the terms of this Contract. If the State removes such material from the sale area, the Purchaser will be required to reimburse the State for all applicable cutting, yarding, processing, loading and hauling costs.
6. **LOSS IN WEIGHT DUE TO PURCHASER DELAY:** Up to a 15% increase in net weight of logs will be added by the State for loss in weight due to delay by the Purchaser in delivering cut logs to the manufacturing point. A delay is defined as in excess of 30 days after felling.

H. MEASUREMENT AND LOG ACCOUNTABILITY VIOLATIONS:

1. **MISSING LOAD TICKETS:** The Purchaser will be charged up to \$500.00 for each unused load ticket that the Purchaser has lost or misplaced while in his, her or its possession. An unused ticket is defined as a ticket that is not turned into the State with an associated truckload weight.
2. **FAILURE TO ATTACH OR COMPLETE LOAD TICKET:** The Purchaser may be charged \$500.00 per load for failure to attach a load ticket to each product load prior to hauling, or for failure to complete the load ticket with all required information.
3. **MISSING WEIGHT TICKETS:**
 - a. The Purchaser will be charged up to triple the Contract stumpage rate plus the Forest Improvement rate $[(\text{stumpage} + \text{FI}) \times 3 = \text{penalty}]$ for each truck weight ticket not furnished to the State.
 - b. The Forest Officer will notify the Purchaser of each missing weight ticket.
 - c. The load weight will be determined by averaging weights from other loads hauled by the Purchaser to the same mill within the same billing period, or 30 tons for single loads and 38 tons for loads with a pup trailer attached.
 - d. For Other Material, as defined by this Contract, the minimum stumpage for purposes of penalty shall be \$10.00 per ton or the Contract stumpage rate multiplied by 3, whichever is higher. The Forest Improvement fee is not included in Other Material penalties.
4. **IMPROPERLY LABELED PRODUCT:** The Purchaser may be charged \$500.00 per load for loads with an incorrect load ticket for the product (Sawlog or Other Material) in the load. In addition, the stumpage paid for an improperly ticketed load shall be at the highest Contract stumpage rate for products hauled pursuant to this Contract.
5. **IMPROPERLY MARKED LOADS:** The Purchaser may be charged \$40.00 per load for each load not marked in accordance with Section III.E. LOAD MARKING.

I. RESOURCE PROTECTION VIOLATIONS:

1. The Purchaser may be charged five hundred dollars (\$500.00) per piece of equipment determined to have entered sale area without Forest Officer inspection in accordance with VI.J.

NOXIOUS WEED MANAGEMENT. This charge does not relieve the Purchaser from requirement VI.J. NOXIOUS WEED MANAGEMENT.

- J. **FAILURE TO MEET COMPLETION DATES:** The Purchaser may be charged \$100.00 for each complete calendar day the Purchaser fails to meet the deadlines shown in Table 3 and Table B1.
- K. **LATE PAYMENTS:** The Purchaser may be charged \$100.00 per day beginning the 15th day after the billing date for failure to pay for forest products, pursuant to Section II.B PAYMENTS.

V. FIRE PROTECTION

- A. **FIRE REGULATIONS:** The Purchaser is required to conduct all operations in accordance with the Montana Forest Fire Regulations, Attachment C.
- B. **FIRE PREVENTION:** During the time that this Contract remains in force, the Purchaser shall, to the greatest extent practicable, prevent forest fires on the area described in this Contract and in its vicinity, and shall require all employees, contractors and employees of contractors to do likewise.
- C. **OPEN BURNING REQUIREMENTS:** The Purchaser is required to conduct any burning of slash or other debris in accordance with the Montana Department of Environmental Quality open burning restrictions. The Forest Officer must be notified prior to the start of any burning operations.
- D. **FIRE SUPPRESSION:** Unless prevented by circumstances over which he, she or it has no control, the Purchaser shall place qualified employees, contractors and employees of contractors and all equipment at the disposal of any authorized State, County, or Federal Forest Officer for the purpose of fighting forest fires. Payment for such services shall be made at rates to be determined by the Forest Officer, which shall be within a range of payment rates shown in the Interagency Incident Business Management Handbook, NWCG Handbook 2. Any employees or equipment furnished by the Purchaser, contractors or employees of contractors, shall be relieved from fire fighting as soon as it is practicable for the Forest Officer to obtain other adequate labor or equipment.
- E. **FIRE COSTS:** The costs borne by the State for suppressing fires that are intentionally lit by the Purchaser or that are caused by negligence or fault in the Purchaser's operations shall be paid by the Purchaser to the State. The Purchaser shall also be liable for property and resource damage resulting from these fires.
- F. **FIRE REPORTING:** Any wildfires, which the Purchaser detects or suppresses, must be reported as soon as possible to the responsible fire protection agency and the Department.
- G. **SUSPENSION OF OPERATIONS:** When fire danger reaches extreme levels that cause operations to be curtailed through Stage II, Hoot Owl requirements or other measures, the State may suspend operations until fire conditions in and/or around the sale area improve. The State will grant a contract extension to compensate for the time suspended.
- H. **CONTACT INFORMATION:** The Purchaser will provide the Forest Officer with phone numbers of the Purchaser and their employees and contractors when logging operations are in progress (including nights and weekends), in order to establish contact if a wildfire occurs within the sale area or on other lands accessed by road systems associated with the sale.

VI. RESOURCE PROTECTION

A. DAMAGE PREVENTION: The Purchaser shall use reasonable skill and care in all operations to prevent damage to soils, trails, meadows, stream banks, stream channels, wetlands, lakeshores or other natural features of the sale area.

B. STREAM PROTECTION:

1. Construction and logging equipment will not be operated in Streamside Management Zones. An exception may be provided for through this Contract or the Forest Officer may grant written permission. Additional protection measures may be required in Section VII.G, SPECIAL OPERATING REQUIREMENTS and in Contract Attachments.
2. The Purchaser shall notify the Forest Officer immediately if debris from logging or construction enters a stream or stream channel.
3. The Purchaser shall remove any debris resulting from logging or construction operations, which may affect the natural flow of any streams traversing the sale area. This work will be completed in a manner that causes the least disturbance to the streams, as directed by the Forest Officer.
4. Logs shall not be hauled, skidded or yarded across streams unless the logs are fully suspended, or otherwise yarded as specified in this Contract. The Forest Officer must approve all logging and construction plans, including changes, before implementation.
5. All operations shall be conducted in a manner to comply with Montana Water Quality Standards, the Streamside Management Zone Law, and all applicable permits.

C. CULTURAL RESOURCES: If a cultural resource is discovered, the Purchaser shall immediately suspend all operations in the vicinity of the cultural resource and notify the Forest Officer. Operations may only resume if authorized by the Forest Officer. Cultural resources identified and protected elsewhere in this contract are exempted from this clause. Cultural resources, once discovered or identified, are not to be disturbed by the Purchaser, or his, her or its employees and/or sub-contractors.

D. DISCOVERY OF THREATENED AND ENDANGERED SPECIES:

1. If a specific habitat feature for a federally listed threatened or endangered species is encountered, the Purchaser shall suspend all operations in the vicinity of the observation or discovery and immediately notify the Forest Officer. Operations may resume only if authorized by the Forest Officer. Habitat features identified and protected elsewhere in this contract are exempted from this clause.
2. If a federally listed threatened or endangered species is encountered, the Purchaser shall immediately notify the Forest Officer. The Purchaser may be required to suspend operations in the vicinity of the observation or discovery. If suspended, operations may resume only if authorized by the Forest Officer.

E. SANITATION: The Purchaser's operations, as described by this contract, shall comply with all applicable State laws, rules and regulations concerning sanitation in operations. Refuse resulting from the Purchaser's activities, including the use, servicing, repair, or abandonment of equipment, shall be removed, buried or otherwise disposed of in a manner that complies with all State laws and meets the approval of the Forest Officer. The Purchaser shall not service tractors, trucks and similar pieces of equipment on lands that directly drain into or are within 100 feet of lakes, streams or recreational facilities. No logging camp will be located on the gross sale area without prior approval by the Forest Officer.

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- F. HAZARDOUS SUBSTANCES:** In addition to the indemnification provided in Section I.W.2. INDEMNITY AND LIABILITY, with respect to Hazardous Substances, the following duties shall apply:
1. The Purchaser shall know and comply with regulations governing the storage, handling, application, disposal, and reporting of pesticides, herbicides, containers, biological waste, petroleum products, dust abatement compounds, and other hazardous substances. The Purchaser shall obtain the approval of the Forest Officer to store, handle, apply or dispose of these substances on State land.
 2. The Purchaser shall not transport, handle, store, load, apply, or dispose of any hazardous substance in such a manner as to pollute water supplies or waterways, or cause damage or injury to people, land, desirable plants, and animals.
- G. PROTECTION OF IMPROVEMENTS:** The Purchaser shall to the greatest extent practicable protect from damage all gates, signs, telephone lines, power lines, fences, irrigation ditches, cattle guards, drainage structures, road improvements, and any other improvements or infrastructure within the gross sale area and/or along haul routes. Damages caused by the Purchaser, his, her or its employees or subcontractors, and expenses associated with the repair or replacement of damaged structures and improvements are the sole responsibility of the Purchaser.
- H. PROPERTY CORNER RESTORATION:** The Purchaser is required to replace any General Land Office township, section, quarter or meander corners, monuments or witness trees on or adjacent to the timber sale area which may have been moved, disturbed or lost, as a result of the Purchaser's logging or construction operations. Any necessary replacements must be carried out by a licensed surveyor at the Purchaser's expense.
- I. PASSABLE ROADS:** The Purchaser will leave all roads and trails free from obstruction by logs, brush or debris following the completion of logging operations. Temporary or permanent obstructions may be acceptable if approved by the Forest Officer.
- J. NOXIOUS WEED MANAGEMENT:** All equipment used in road construction and off-road logging activity must be pressure-washed by the Purchaser and inspected by the Forest Officer prior to entering the sale area. This cleaning will remove all dirt, plant parts, and material that may carry noxious weed seeds into the sale area. Other equipment and vehicles entering and leaving the sale area shall be cleaned prior to start up and kept reasonably clean during the course of operations. All subsequent move-ins of logging and construction equipment shall be treated the same as the initial move-in.
- K. WILDLIFE PROTECTION:**
1. The Purchaser is authorized to enter areas closed by gates, barricades or berms with motorized vehicles only for the purposes related to the performance of this contract. Motorized vehicle entry for purposes other than contract performance, such as hunting or transporting game animals will be considered trespass and prosecuted to the fullest extent of the law (Montana Code Annotated § 45-6-203).
 2. The Purchaser is prohibited from carrying firearms while conducting contract operations [ARM 36.11.432(1)(c); 36.11.443(2)].
 3. The Purchaser will store human or pet food, livestock food, garbage, and other attractants in a bear-resistant manner.
 4. The Purchaser will not bury or discard attractants in the sale area, or burn attractants (such as food leftovers) in an open campfire.
 5. The Purchaser will provide each employee with a copy of Attachment D "Working in Bear Habitat" Brochure.

VII. LOGGING

A. TREES DESIGNATED FOR CUTTING: All trees meeting the following requirements must be cut by the Purchaser.

1. **TREES IN UNITS:** Trees that meet the Minimum Log Size of Trees Designated for Cutting in Table 2 are to be cut in each unit according to the Marking specifications shown in Section VII.F. UNIT DESIGNATIONS.
2. **RIGHT-OF-WAY TREES:** All trees within road right-of-way boundaries must be cut.
3. **DAMAGED TREES:** Reserved trees, which are root-cut, damaged by felling or skidding, uprooted or broken off by the Purchaser's operations may be designated for cutting by the Forest Officer. The Forest Officer may mark additional reserve trees to replace those that have been cut or damaged.
4. **FIRE KILL, INSECT INFESTATIONS AND WIND THROWN:** The Purchaser may be required to cut and remove at current contract rates, fire-killed, high hazard, disease infected, insect-infested or wind thrown (defined as blown down or wind-damaged to the extent that the tree is expected to fall or is dying) trees that occur in any part of the gross sale area while this Contract is in effect, if the Forest Officer determines that the stumpage value per ton of the additional timber is approximately equal to the value of the timber being harvested under this Contract.

B. TREES RESERVED FROM CUTTING:

1. **LEAVE TREES:** Trees, both live and dead, marked to leave or otherwise described to leave are reserved from cutting. Any trees not specifically required to be cut are reserved from cutting.
2. **BOUNDARY AND BEARING TREES:** Trees marking the boundaries of ownership, logging units, equipment restriction zones, streamside management zones, road rights-of-way, and bearing trees, are reserved from cutting unless otherwise designated by this contract or by the Forest Officer.
3. **VALID CLAIMS:** Timber to which there exists a claim under valid contracts with the State of Montana is exempted from this sale.

C. LOG MANUFACTURING AND RECOVERY STANDARDS:

1. **SAWLOG STANDARDS:** Trees cut by the Purchaser shall be manufactured to secure the maximum utilization of forest products according to III.G.1. All logs that meet or exceed the Manufacturing and Recovery Standards in Table 2 and this section shall be skidded to landings and hauled by the Purchaser.
 - a. Logs shall be bucked to utilize the entire length of the tree to the top diameter specified under Manufacturing and Recovery Standards in Table 2.
 - b. Logs meeting utilization specifications in Table 2 shall be manufactured in such a manner as to minimize waste during bucking operations.
 - c. A tree or log larger than 5.6" top DIB is considered to be a sawlog if it contains Scribner Decimal C Net Scale $\geq 33\%$ of Gross.
2. **OTHER MATERIAL:** The Purchaser may elect to remove other material that does not meet Sawlog Manufacturing and Recovery Standards in Table 2, only if approved by the Forest Officer. Such products shall be billed at the rate for other material shown in Table 1.
 - a. All contract provisions apply to the removal of Other Material.

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- b. Other Material that has been manufactured by the Purchaser shall be decked and hauled separately from sawlogs. All decked non-sawlog material must be hauled, or disposed of by the Purchaser in accordance with instructions of the Forest Officer. All hauled loads will have a truck ticket assigned and will meet the specifications in Section III, MEASUREMENT AND LOG ACCOUNTABILITY.
 - c. Butt cut logs (the first log cut above the stump) that meet LOG MANUFACTURING AND RECOVERY STANDARDS in Table 2, but do not meet TREES DESIGNATED FOR CUTTING minimum top DIB and length, may be considered as Other Material, not sawlogs.
3. DOWN WOODY MATERIAL: **10 to 15** tons per acre of downed woody material larger than 3 inches in diameter shall be left scattered throughout the sale units. The Forest Officer will determine the appropriate amount of material and may designate pieces to be left for this purpose that would otherwise be skidded and hauled under Sections VII.C.1 or VII.C.2, LOG MANUFACTURING AND RECOVERY STANDARDS.
4. NUTRIENT RETENTION: Removal from the site of fine branches and leafy material shall be minimized.
5. SNAGS: The Purchaser will retain a minimum of **2** snags per acre and **2** recruitment trees per acre that are >21 inches dbh within each harvest unit unless superseded by Section VII.F, UNIT DESIGNATIONS. If snags and recruitment trees of this size class are not available, the next largest available size class shall be retained. If snags present human safety concerns, the Purchaser may substitute snag recruits for snags upon approval of the Forest Officer. Snags cut for safety purposes shall remain in the unit.

TABLE 2.					
PRODUCT	TREES DESIGNATED FOR CUTTING		SAWLOG MANUFACTURING AND RECOVERY STANDARDS		
	The Purchaser must fell all trees marked or designated for cutting that contain a log of this minimum size.		The Purchaser must skid and haul all logs that meet this minimum specification.		
	Top DIB	Length	Top DIB	Length	Sawlogs meeting standards in Section VII.C.1.b through c
Sawlogs	5.6"	16.5'	5.6" - 8.5" 8.6"+	10.5' 8.5'	
Other Material	2.6"	16.5'			

D. TREE AND BOUNDARY MARKING:

1. TREES MARKED TO CUT: **See table in VII.D.2. "TREES MARKED TO LEAVE" below.**
2. TREES MARKED TO LEAVE: **See table below.**

UNIT	MARKING SCHEME
Units 1, 3, 4, 8, and 10	Two-color marking – western larch and ponderosa pine are marked ORANGE to CUT; all other species are marked BLUE to LEAVE with a horizontal band at DBH.
Units 7, 9, 11	Marked BLUE to LEAVE on all species with a horizontal band at DBH.
Unit 2	Designation by Prescription with sampled-marked areas. Sample areas are marked BLUE to LEAVE on all species with a horizontal band at DBH.
Units 5, 6, and 12	Not marked - Designation by Prescription

3. HARVEST UNIT BOUNDARIES: Marked with three horizontal paint stripes facing into the unit. See table below for paint and flagging colors by unit.

UNIT	PAINT AND FLAGGING
Units 1, 3-11	BLUE paint and BLUE flagging
Unit 2	PURPLE paint and BLUE flagging
Unit 12	Boundaries are either SMZ or property boundaries (ORANGE or RED)

4. ROAD RIGHT-OF-WAY BOUNDARIES: Marked with a single **FLUORESCENT PINK "X"** facing toward the road centerline and a single pink dot facing into the cutting unit.
 5. PROPERTY BOUNDARIES: Marked with **three horizontal RED stripes** and **RED** flagging and/or red blazes.
 6. STREAMSIDE MANAGEMENT ZONES: The State has marked with fluorescent **ORANGE** flagging stenciled with "STREAMSIDE MANAGEMENT ZONE".
 7. EQUIPMENT RESTRICTION ZONES: **Equipment is restricted on slopes over 45% except for short stretches or otherwise approved by the Forest Officer.**
 8. **BLACK PAINT:** Some units have significant amounts of black paint which was used to make corrections to the marking or boundaries. Consider these trees with painted black bands at DBH to have **no marking**. If there is any question consult with the Forest Officer.
- E. HARVEST SCHEDULE:** The Purchaser must cut and remove trees from the sale or portions of the sale, such as units, by the dates shown on the HARVEST COMPLETION SCHEDULE, Table 3:

TABLE 3. HARVEST COMPLETION SCHEDULE		
Priority	Unit or Portion of Sale	Completion Date
1	All units	March 1, 2029

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- F. UNIT DESIGNATIONS:** The following requirements are to be performed by the Purchaser in the harvest units listed below and as shown on the sale map, Attachment A. Paragraph headings refer to paragraphs listed in Section VII.G, SPECIAL OPERATING REQUIREMENTS.

HARVEST UNIT NUMBER(S)	ACRES	ESTIMATED VOLUME (Tons)
1	8	232
YARDING METHOD: Ground		
MARKING: Two-color marking – western larch and ponderosa pine are marked ORANGE to CUT ; all other species are marked BLUE to LEAVE with a horizontal paint mark at DBH.		
OPERATING PERIOD: June 16 – March 31 and when soil conditions allow (Section VII.L.1 & 2)		
SPECIAL OPERATING REQUIREMENTS: (1) PROPERTY BOUNDARY (2) SMZ/WMZ BOUNDARY (8) SLASHING OF LOGGING DAMAGED TREES REQUIRED (9) PURCHASER LOPPING REQUIRED (10) GRIZZLY BEAR CLOSURE (11) RESERVED SUBMERCHANTABLE TREE PROTECTION (12) LOGGING SLASH DISTRIBUTION		

HARVEST UNIT NUMBER(S)	ACRES	ESTIMATED VOLUME (Tons)
2	75	1,394
YARDING METHOD: Ground		
MARKING: <u>Designation by Prescription with sample marked areas.</u> SAMPLE MARKING – marked to LEAVE on all species with a horizontal BLUE paint mark at DBH in <u>sample areas only</u> . Several sample areas are provided (refer to harvest unit map). <u>Prescription: Commercial Thin</u> <ul style="list-style-type: none"> • Space leave trees 20 to 30 ft (50 to 100 TPA) depending on size • Smaller trees may be left tighter while larger trees (>15 inches DBH) shall be spaced farther apart • Spacing will be variable to retain the best quality trees • Favor western larch and Douglas-fir equally • Leave most ponderosa pine if they are healthy • All other species will not be favored, but occasional individuals may remain • Leave dominant and co-dominant trees and occasional quality intermediate trees • Favor young, vigorous trees • Remove trees with poor characteristics (forked, broken, or flat tops; poor crowns due to insects and disease issues or suppressed conditions) • Leave 2 snags and 2 snag recruits per acre where possible; clumps are okay <p>If the Forest Officer determines that the desired harvest prescription is not being met by the Purchaser, the Forest Officer may require the Purchaser to sample mark an additional portion of the unit and have that sample marked portion be approved by the Forest Officer. If the Purchaser continues to be unable to meet the harvest prescription requirements the Forest Officer may require marking of the entire unit by the Purchaser and approval of marking by the Forest Officer prior to continuing harvest.</p>		
OPERATING PERIOD: June 16 – March 31 and when soil conditions allow (Section VII.L.1 & 2)		
SPECIAL OPERATING REQUIREMENTS: (2) SMZ/WMZ BOUNDARY (8) SLASHING OF LOGGING DAMAGED TREES REQUIRED (9) PURCHASER LOPPING REQUIRED (10) GRIZZLY BEAR CLOSURE (11) RESERVED SUBMERCHANTABLE TREE PROTECTION (12) LOGGING SLASH DISTRIBUTION		

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HARVEST UNIT NUMBER(S)	ACRES	ESTIMATED VOLUME (Tons)
3	52	1,666
YARDING METHOD: Ground		
MARKING: Two-color marking – western larch and ponderosa pine are marked ORANGE to CUT ; all other species are marked BLUE to LEAVE with a horizontal paint mark at DBH.		
OPERATING PERIOD: June 16 – March 31 and when soil conditions allow (Section VII.L.1 & 2)		
SPECIAL OPERATING REQUIREMENTS: (1) PROPERTY BOUNDARY (2) SMZ/WMZ BOUNDARY (3) SECTION CORNER (4) STEEP GROUND RESTRICTIONS (5) YUM YARDING REQUIRED (6) JOINT CHIEFS PROJECT FUNDING (8) SLASHING OF LOGGING DAMAGED TREES REQUIRED (9) PURCHASER LOPPING REQUIRED (10) GRIZZLY BEAR CLOSURE (11) RESERVED SUBMERCHANTABLE TREE PROTECTION (12) LOGGING SLASH DISTRIBUTION		

HARVEST UNIT NUMBER(S)	ACRES	ESTIMATED VOLUME (Tons)
4	24	671
YARDING METHOD: Ground		
MARKING: Two-color marking – western larch and ponderosa pine are marked ORANGE to CUT ; all other species are marked BLUE to LEAVE with a horizontal paint mark at DBH.		
OPERATING PERIOD: June 16 – March 31 and when soil conditions allow (Section VII.L.1 & 2)		
SPECIAL OPERATING REQUIREMENTS: (2) SMZ/WMZ BOUNDARY (4) STEEP GROUND RESTRICTIONS (5) YUM YARDING REQUIRED (6) JOINT CHIEFS PROJECT FUNDING (8) SLASHING OF LOGGING DAMAGED TREES REQUIRED (9) PURCHASER LOPPING REQUIRED (10) GRIZZLY BEAR CLOSURE (11) RESERVED SUBMERCHANTABLE TREE PROTECTION (12) LOGGING SLASH DISTRIBUTION		

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HARVEST UNIT NUMBER(S)	ACRES	ESTIMATED VOLUME (Tons)
5	13	641
YARDING METHOD: Ground		
MARKING: <u>No Marking - Designation by Prescription</u> <u>Prescription: Shelterwood</u> <ul style="list-style-type: none"> • Space leave trees 30 to 55 ft (15 to 40 TPA). This is an average spacing target and is expected to be variable throughout the unit. • Favor best form and largest size class available for retention. • Leave all ponderosa pine. Favor western larch and Douglas-fir equally. • Leave 2 snags and 2 snag recruits per acre where possible; clumps are okay <p>If the Forest Officer determines that the desired harvest prescription is not being met by the Purchaser, the Forest Officer may require the Purchaser to sample mark an additional portion of the unit and have that sample marked portion be approved by the Forest Officer. If the Purchaser continues to be unable to meet the harvest prescription requirements the Forest Officer may require marking of the entire unit by the Purchaser and approval of marking by the Forest Officer prior to continuing harvest.</p>		
OPERATING PERIOD: June 16 – March 31 and when soil conditions allow (Section VII.L.1 & 2)		
SPECIAL OPERATING REQUIREMENTS: (2) SMZ/WMZ BOUNDARY (4) STEEP GROUND RESTRICTIONS (8) SLASHING OF LOGGING DAMAGED TREES REQUIRED (9) PURCHASER LOPPING REQUIRED (10) GRIZZLY BEAR CLOSURE (11) RESERVED SUBMERCHANTABLE TREE PROTECTION (12) LOGGING SLASH DISTRIBUTION		

TIMBER SALE CONTRACT

HARVEST UNIT NUMBER(S)	ACRES	ESTIMATED VOLUME (Tons)
6	4	125
YARDING METHOD: Ground		
MARKING: <u>No Marking - Designation by Prescription</u>		
<u>Prescription:</u> Overstory Removal with Reserves <ul style="list-style-type: none"> Reduce overstory trees to 8 TPA greater than 17 inches DBH (75 ft. approximate spacing) Species preference: 1) WL 2) PP 3) DF Retain regeneration to the fullest extent possible Leave 2 snags and 2 snag recruits per acre where possible; clumps are okay <p>If the Forest Officer determines that the desired harvest prescription is not being met by the Purchaser, the Forest Officer may require the Purchaser to sample mark an additional portion of the unit and have that sample marked portion be approved by the Forest Officer. If the Purchaser continues to be unable to meet the harvest prescription requirements the Forest Officer may require marking of the entire unit by the Purchaser and approval of marking by the Forest Officer prior to continuing harvest.</p>		
OPERATING PERIOD: June 16 – March 31 and when soil conditions allow (Section VII.L.1 & 2)		
SPECIAL OPERATING REQUIREMENTS: (2) SMZ/WMZ BOUNDARY (8) SLASHING OF LOGGING DAMAGED TREES REQUIRED (9) PURCHASER LOPPING REQUIRED (10) GRIZZLY BEAR CLOSURE (11) RESERVED SUBMERCHANTABLE TREE PROTECTION (12) LOGGING SLASH DISTRIBUTION		

HARVEST UNIT NUMBER(S)	ACRES	ESTIMATED VOLUME (Tons)
7	19	740
YARDING METHOD: Ground		
MARKING: <u>Marked BLUE to LEAVE on all species with a horizontal paint mark at DBH.</u>		
OPERATING PERIOD: June 16 – March 31 and when soil conditions allow (Section VII.L.1 & 2)		
SPECIAL OPERATING REQUIREMENTS: (1) PROPERTY BOUNDARY (3) SECTION CORNER (5) YUM-YARDING REQUIRED (6) JOINT CHIEFS PROJECT FUNDING (8) SLASHING OF LOGGING DAMAGED TREES REQUIRED (9) PURCHASER LOPPING REQUIRED (10) GRIZZLY BEAR CLOSURE (11) RESERVED SUBMERCHANTABLE TREE PROTECTION (12) LOGGING SLASH DISTRIBUTION		

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HARVEST UNIT NUMBER(S)	ACRES	ESTIMATED VOLUME (Tons)
8	15	821
YARDING METHOD: Ground		
MARKING: Two-color marking – western larch and ponderosa pine are marked ORANGE to CUT ; all other species are marked BLUE to LEAVE with a horizontal paint mark at DBH.		
OPERATING PERIOD: June 16 – March 31 and when soil conditions allow (Section VII.L.1 & 2)		
SPECIAL OPERATING REQUIREMENTS: (1) PROPERTY BOUNDARY (2) SMZ/WMZ BOUNDARY (3) SECTION CORNER (7) TEMPORARY ROAD CONSTRUCTION REQUIRED (8) SLASHING OF LOGGING DAMAGED TREES REQUIRED (9) PURCHASER LOPPING REQUIRED (10) GRIZZLY BEAR CLOSURE (11) RESERVED SUBMERCHANTABLE TREE PROTECTION (12) LOGGING SLASH DISTRIBUTION		

HARVEST UNIT NUMBER(S)	ACRES	ESTIMATED VOLUME (Tons)
9	29	1,095
YARDING METHOD: Ground		
MARKING: <u>Marked BLUE to LEAVE on all species with a horizontal paint mark at DBH.</u>		
OPERATING PERIOD: June 16 – March 31 and when soil conditions allow (Section VII.L.1 & 2)		
SPECIAL OPERATING REQUIREMENTS: (1) PROPERTY BOUNDARY (2) SMZ/WMZ BOUNDARY (8) SLASHING OF LOGGING DAMAGED TREES REQUIRED (9) PURCHASER LOPPING REQUIRED (10) GRIZZLY BEAR CLOSURE (11) RESERVED SUBMERCHANTABLE TREE PROTECTION (12) LOGGING SLASH DISTRIBUTION		

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HARVEST UNIT NUMBER(S)	ACRES	ESTIMATED VOLUME (Tons)
10	31	1,077
YARDING METHOD: Ground		
MARKING: Two-color marking – western larch and ponderosa pine are marked ORANGE to CUT ; all other species are marked BLUE to LEAVE with a horizontal paint mark at DBH.		
OPERATING PERIOD: June 16 – March 31 and when soil conditions allow (Section VII.L.1 & 2)		
SPECIAL OPERATING REQUIREMENTS: (2) SMZ/WMZ BOUNDARY (8) SLASHING OF LOGGING DAMAGED TREES REQUIRED (9) PURCHASER LOPPING REQUIRED (10) GRIZZLY BEAR CLOSURE (11) RESERVED SUBMERCHANTABLE TREE PROTECTION (12) LOGGING SLASH DISTRIBUTION		

HARVEST UNIT NUMBER(S)	ACRES	ESTIMATED VOLUME (Tons)
11	33	1,317
YARDING METHOD: Ground		
MARKING: <u>Marked BLUE to LEAVE on all species with a horizontal paint mark at DBH.</u>		
OPERATING PERIOD: June 16 – March 31 and when soil conditions allow (Section VII.L.1 & 2)		
SPECIAL OPERATING REQUIREMENTS: (1) PROPERTY BOUNDARY (2) SMZ/WMZ BOUNDARY (3) SECTION CORNER (8) SLASHING OF LOGGING DAMAGED TREES REQUIRED (9) PURCHASER LOPPING REQUIRED (10) GRIZZLY BEAR CLOSURE (11) RESERVED SUBMERCHANTABLE TREE PROTECTION (12) LOGGING SLASH DISTRIBUTION		

HARVEST UNIT NUMBER(S)	ACRES	ESTIMATED VOLUME (Tons)
12 *OPTIONAL	5	160
YARDING METHOD: Ground		
MARKING: <u>No Marking - Designation by Prescription</u>		
<u>Prescription:</u> Insect Salvage <ul style="list-style-type: none"> • Leave all western larch and ponderosa pine • Retain healthy Douglas-fir of good form of any size class as needed to retain 60 ft² basal area per acre (spacing will be variable but estimated average 40 ft. spacing between trees of all species; pairs and small clumps are acceptable) • Leave 2 snags and 2 snag recruits per acre where possible; clumps are okay; beyond these 4 TPA, recent dead snags may be harvested in this unit <p>If the Forest Officer determines that the desired harvest prescription is not being met by the Purchaser, the Forest Officer may require the Purchaser to sample mark an additional portion of the unit and have that sample marked portion be approved by the Forest Officer. If the Purchaser continues to be unable to meet the harvest prescription requirements the Forest Officer may require marking of the entire unit by the Purchaser and approval of marking by the Forest Officer prior to continuing harvest.</p>		
OPERATING PERIOD: June 16 – March 31 and when soil conditions allow (Section VII.L.1 & 2)		
SPECIAL OPERATING REQUIREMENTS: (1) PROPERTY BOUNDARY (2) SMZ/WMZ BOUNDARY (3) SECTION CORNER (8) SLASHING OF LOGGING DAMAGED TREES REQUIRED (9) PURCHASER LOPPING REQUIRED (10) GRIZZLY BEAR CLOSURE (11) RESERVED SUBMERCHANTABLE TREE PROTECTION (12) LOGGING SLASH DISTRIBUTION		

G. SPECIAL OPERATING REQUIREMENTS: The following requirements are to be performed by the Purchaser in specific sale units as shown in Section VII.F, UNIT DESIGNATIONS.

- 1. PROPERTY BOUNDARY:** Property boundaries are marked with **RED** flagging and **RED** paint. No slash allowed outside of property boundary.
- 2. SMZ/WMZ BOUNDARY:** Streamside Management Zone (SMZ) or Wetland Management Zone (WMZ) boundaries are marked within unit. No harvest or slash is allowed in the SMZ/WMZ unless specifically designated.
- 3. SECTION CORNER:** A surveyed GLO corner is within this unit. Bearing trees are to be left standing and corner monument shall not be disturbed. Any damage will require the contractor to restore this corner as found within VI. RESOURCE PROTECTION, H. PROPERTY CORNER RESTORATION.
- 4. STEEP GROUND RESTRICTIONS:** Unit includes steep ground (> 45%). The Purchaser and Forest Officer must agree upon a plan for felling and yarding prior to starting operations in those areas. If it is determined that operation of equipment will not cause excessive erosion, equipment

TIMBER SALE CONTRACT

may be approved by the Forest Officer. However, hand-felling and winching of timber to trails or roads may be required.

5. **YUM YARDING REQUIRED:** Units contain significant amounts of standing dead and dying subalpine fir and/or areas with jack-strawed dead and down trees that may interfere with cutting and skidding operations. **The Purchaser must fell and yard all such unmerchantable material (YUM) encountered during cutting and skidding operations in this unit.** YUM material shall be decked as directed by the Forest Officer and may include piling in the unit or at a landing. Other methods of disposal (e.g. mastication, lopping and scattering, hauling at rate for Other Material, etc.) may occur if approved by the Forest Officer.
 6. **JOINT CHIEFS PROJECT FUNDING:** This grant will be applied to an estimated 70 acres in Units 3, 4, and 7 for YUM-yarding (Yarding Unmerchantable Material). The Purchaser will need to complete all field work (harvest, skidding, and clean-up of unmerchantable material) prior to payment. Once field work is complete, the Purchaser will notify the Forest Officer for field review. The Purchaser will then send an invoice to the Forest Officer for approval. The maximum amount of grant payment to the Purchaser is \$15,000 and will not change based on actual acreage completed.
 7. **TEMPORARY ROAD CONSTRUCTION REQUIRED:** In this unit, a temporary spur road is required to cross an SMZ to access the northern half of the unit. The designated crossing location is an old road prism that needs to be improved. Precautions will need to be taken to ensure protection of the stream and adjacent wetland.
 8. **SLASHING OF LOGGING DAMAGED TREES REQUIRED:** The purchaser will be required to fell all sub-merchantable trees with logging-related root or stem damage causing lean. The stem shall be completely severed from the stump below the lowest live limb. Maximum stump height shall be 12 inches on the uphill side.
 9. **PURCHASER LOPPING REQUIRED:** The Purchaser shall buck and delimb all logging slash as required to reduce main stems to within 12 inches of the ground from bottom side, and reduce total slash depth, including branches, to within 18 inches of the ground.
 10. **GRIZZLY BEAR CLOSURE:** No operations or hauling allowed from April 1 through June 15.
 11. **RESERVED SUBMERCHANTABLE TREE PROTECTION:** Care shall be exercised in felling and skidding operations to minimize damage to submerchantable trees. If damage is excessive as determined by the Forest Officer, operations may be suspended until suitable arrangements are made to reduce damage.
 12. **LOGGING SLASH DISTRIBUTION:** If the Purchaser uses a harvest system that produces heavy in-woods slash levels OR if landing piles become too large, the Forest Officer may require unit piling of slash. Unit piles will be at least 8 feet tall and will be piled in a way as to promote burning (higher, NOT wider). The piles will be placed at least 15 feet away from residual trees and out from under any tree crowns and should be adequately spread out, as determined by the Forest Officer.
- H. **LOGGING OPERATIONS PLAN:** The Forest Officer shall approve a plan for felling, yarding, and landing logs (both Sawlogs and Other Material) in each harvest unit prior to the start of operations in that unit.
- I. **SKID TRAIL LAYOUT AND YARDING PLAN:** The Purchaser must follow these requirements along with those shown under VII.G. SPECIAL OPERATING REQUIREMENTS when developing a yarding plan for each unit. The Forest Officer may approve exceptions to these requirements in writing.
1. The Purchaser shall lay out skid trails and have locations approved by the Forest Officer prior to felling trees.

TIMBER SALE CONTRACT

2. All skid trails will be located within the harvest unit boundaries.
3. Any constructed skid trails shall be completed and approved by the Forest Officer prior to felling timber.
4. Skid trails will not be located in draws, and may only cross draws at locations flagged and approved by the Forest Officer.

J. LANDINGS AND LOG DECKS:

1. The Purchaser shall construct landings at locations approved by the Forest Officer prior to felling timber.
2. Landings shall be kept to the minimum size necessary to allow the safe handling of logs. The Forest Officer must approve landing size.
3. All deck locations shall be approved by the Forest Officer prior to clearing or use. Decks shall be located so as to minimize the number of trees cut for construction of the deck area.

K. FELLING:

1. In each harvest unit, a felling pattern shall be used which conforms to the logging operations plan and causes the least damage to reserve trees and other resources.
2. Felling shall be systematic and continuous to avoid lost logs and minimize the number of skidding trips.
3. Trees shall be directionally felled away from features requiring protection within or adjacent to harvest units. Features requiring protection include streams, meadows, wet areas, and areas specified under Section VII.F. UNIT DESIGNATIONS. Wedges, jacks, winches, or other special equipment may be required to direct trees when felling. Trees falling into protection areas shall be winch-line skidded out of protected features. All necessary mitigation for damage caused by improper and/or non-approved felling into a protected zone is the responsibility of the Purchaser. The Forest Officer must approve all mitigation work.
4. Traffic Control Required For Felling along Roads: If felling operations occur along public roads, traffic guards with "STOP" signs shall be posted 500 feet in both directions from the units on open roads, providing a safety zone to warn oncoming traffic that logging operations are in progress. All traffic shall be stopped when tree felling is in progress. Traffic stops should not exceed 15 minutes at any one time. All saws will be shut off when traffic is moving through the safety zone. Wedges and/or jacks shall be used to ensure trees do not fall onto the roadway. In the event a tree falls across the roadway, all debris shall be removed immediately from the roadway and right-of-way. The Forest Officer must approve any extended road closures for logging operations.

L. YARDING AND MECHANICAL FELLING: The Purchaser must follow these requirements during logging operations, along with those shown under Section VII.G. SPECIAL OPERATING REQUIREMENTS. The Forest Officer will determine when restrictive conditions apply, and may approve exceptions to these requirements in writing.

1. Soil Compaction Restrictions: In order to prevent soil resource impacts, ground-based mechanical felling and yarding are restricted to periods when one or more of the following conditions occur:
 - a. Soil moisture content at 4-inch depth less than 20% oven-dry weight.
 - b. Minimum frost depth of 4 inches.
 - c. Minimum snow depth of 18 inches, loose, or 12 inches, packed.

TIMBER SALE CONTRACT

2. Suspended Operations for Soil Compaction and Displacement: The Purchaser will be required to restrict or suspend logging operations when soils are subject to compaction or displacement by heavy equipment.
3. Equipment Restrictions:
 - a. Equipment shall not be operated in areas designated as EQUIPMENT RESTRICTION ZONES, WETLAND MANAGEMENT ZONES or STREAMSIDE MANAGEMENT ZONES as shown in Section VII.D.6 and 7, unless authorized by this Contract or the Forest Officer.
 - b. Equipment shall not be operated in soft soils, boggy areas or areas where skidding would cause excessive compaction and displacement.
 - c. Any trees designated for harvest within such zones shall be winchline skidded to skid trails outside the zone.
 - d. Slash will not be piled in or pushed into these zones.
 - e. The Forest Officer must approve any designated crossings of restricted areas.
4. Protection of Reserved Trees: The Purchaser shall exercise reasonable care to prevent damage to trees reserved from cutting during logging operations.

M. CLEAN-UP AND COMPLETION: The Purchaser must follow these requirements and those shown under Section VII.G. SPECIAL OPERATING REQUIREMENTS during logging operations. The Forest Officer will determine when restrictive conditions apply, specifications and dates to meet these requirements and may approve exceptions in writing. The Forest Officer must approve all designated work prior to the removal of Purchaser's equipment.

1. Logging Debris Confined To Units: All debris from logging shall be confined within the harvest unit boundaries. Any logging debris outside a harvest unit must be returned to within the unit boundary.
2. Skidding Debris on Roads: The Purchaser shall remove logging slash remaining on any portion of a road cutbank or traveled way. Cut and fill slopes, ditches, or road surfaces damaged by skidding operations shall be restored to original conditions. Reseeding is required if vegetation is damaged by skidding.
3. Repair of Improvements: Damage caused by the Purchaser's operations to culverts, waterlines, fences, roads, bridges, gates, cattleguards, signs, and all other improvements must be adequately repaired or replaced.
4. Erosion Control:
 - a. The Purchaser shall construct slash and debris erosion barriers, dips, water bars or ditches in skid trails and landings as directed by the Forest Officer.
 - b. The kinds and frequency of erosion control structures shall be adjusted to soil types, topography and climatic conditions as directed by the Forest Officer.
 - c. The Purchaser is required to recontour any excavated skid trails, and provide for effective erosion control in the trail location as directed by the Forest Officer.
 - d. Erosion control work shall commence as soon as skidding is completed on each skid trail or landing, and must be kept current with unit operations.

TIMBER SALE CONTRACT

- e. Erosion control work shall be completed and approved by the Forest Officer in unfinished units before operations cease for inactive periods including heavy winter snowfall, spring breakup and restricted dates.
 - f. All erosion control work in each unit shall be completed prior to notification pursuant to Section VII.M.7. Acceptance of Completed Harvest Units.
 - g. The Purchaser shall maintain erosion control structures in active sale areas throughout the contract period or extensions thereof.
5. Landing and Decking Area Cleanup: The Purchaser is required to pile logging residues on landings and log-decking areas. Proper equipment (e.g. brush blade, log loader) shall be used to ensure that no dirt is incorporated into the piles. Mechanical scarification of landing and decking areas may be required. Where logs have been decked on the downhill or fill side of a road, the Purchaser may be required to pile residue with a log loader or by hand. **Residue piles shall be a minimum of 30 feet away from any live trees.** Piles shall be located and constructed as directed by the Forest Officer.
6. Systematic Harvest Unit Operations: When harvest operations are begun on a designated harvest unit, the harvest operations on that unit shall be fully completed before cutting may begin on other harvest units.
7. Acceptance of Completed Harvest Units: The Forest Officer will notify the Purchaser in writing when all contract requirements for each specified harvest unit or area have been met. After notice has been received, the Purchaser is not required to do additional work on the specified area except as provided in Section VII.A.4. FIRE KILL, INSECT INFESTATION, AND WIND THROWN.
- N. HAULING RESTRICTIONS:** The Purchaser will be required to restrict or suspend hauling during periods when the compacted road surface would be damaged, as directed by the Forest Officer. Restrictions are required when hauling would cause rutting into the subgrade, or surfacing materials would be displaced, such as during heavy rainfall or spring breakup freezing and thawing cycles
- O. LOGGING OPERATIONS SAFETY SIGNS:** Road signs warning of logging and road construction operations shall be posted 500 feet from the operations. When log hauling is in progress, warning signs shall be posted at major road junctions as directed by the Forest Officer. Warning signs must comply with specifications in the Manual on Uniform Traffic Control Devices.

State Trust Land Vicinity Map

Clearwater Unit

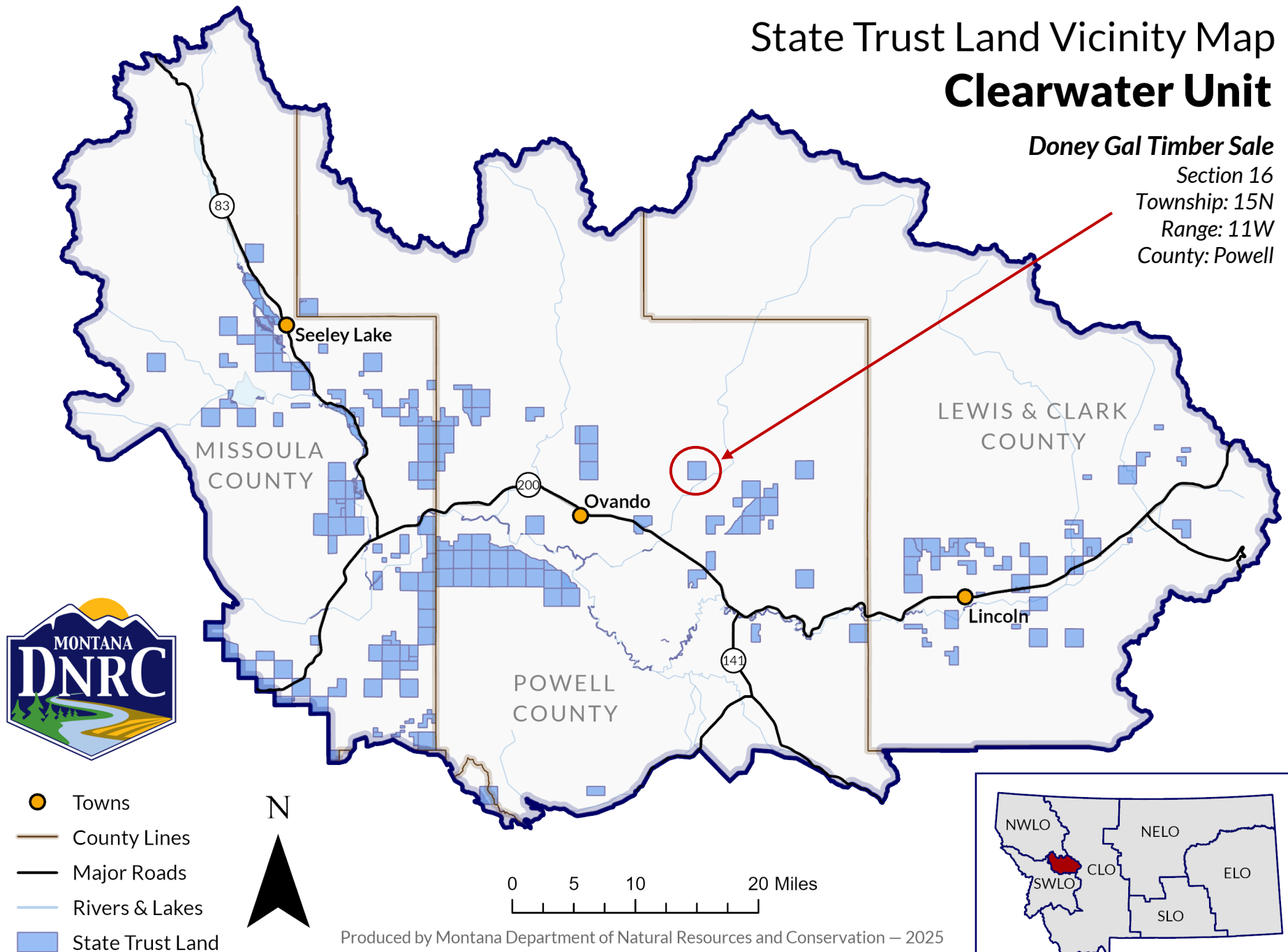
Doney Gal Timber Sale

Section 16

Township: 15N

Range: 11W

County: Powell

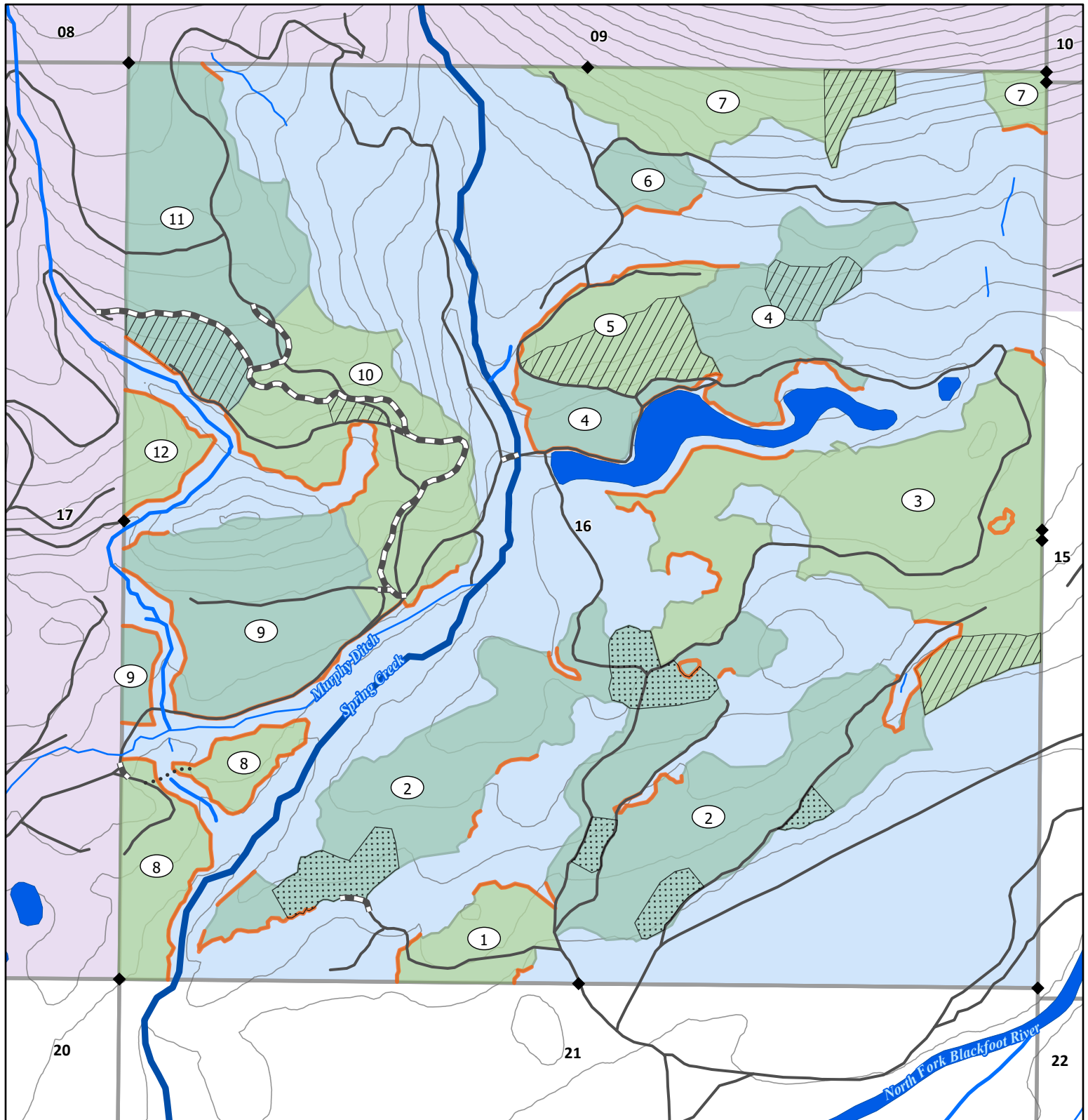


Produced by Montana Department of Natural Resources and Conservation — 2025
NAD 1983 State Plane

Doney Gal Timber Sale

Harvest Units

T15N R11W Section 16



- Sample Marked Areas
- Steep Ground Restrictions
- Harvest Units
- Harvest Units

- New Construction
- Temporary Construction
- Existing Roads
- SMZ/WMZ Boundaries
- 40 ft Contours

- Perennial Waterbody
- Class 1 Stream
- Class 2 Stream
- Class 3 Stream

- Corner Monuments
- PLSS First Division
- DNRC Trust Lands
- Montana Fish, Wildlife, and Parks



0 500 1,000 Feet

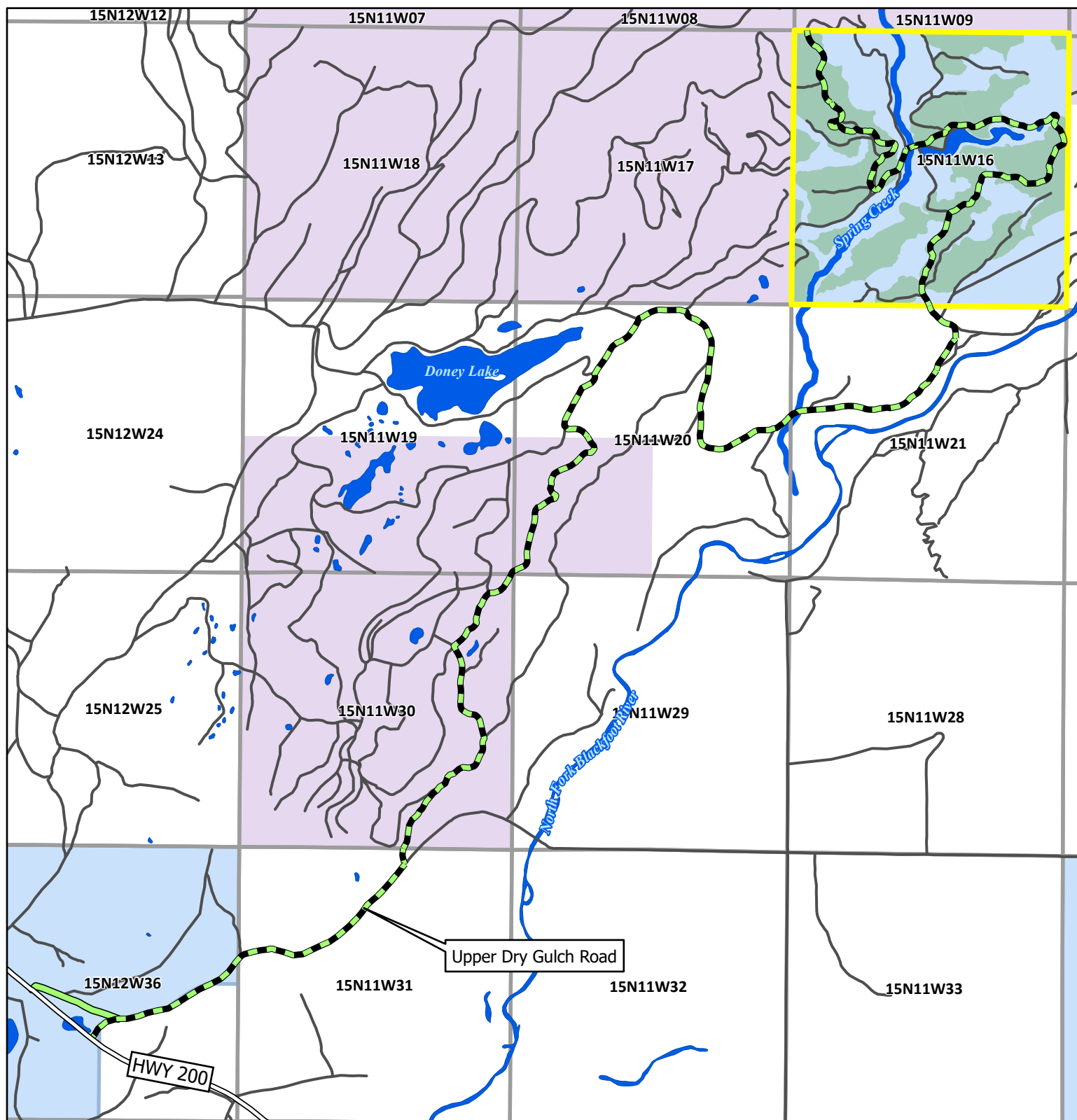
*Harvest units shown in two colors to provide clarity between units. Colors do not indicate different prescriptions, etc.

M. Laskos
Nov 2025

Doney Gal Timber Sale

Haul Route

T15N R11W Sections 16, 17, 19-21, 30 & 36



— Haul Route

— Alternative Haul Route

— Other Existing Roads

— Highway

— Doney Gal TS Area

— Harvest Units

— Perennial Waterbody

— Class 1 Stream

— PLSS First Division

— DNRC Trust Lands

— Montana Fish, Wildlife, and Parks

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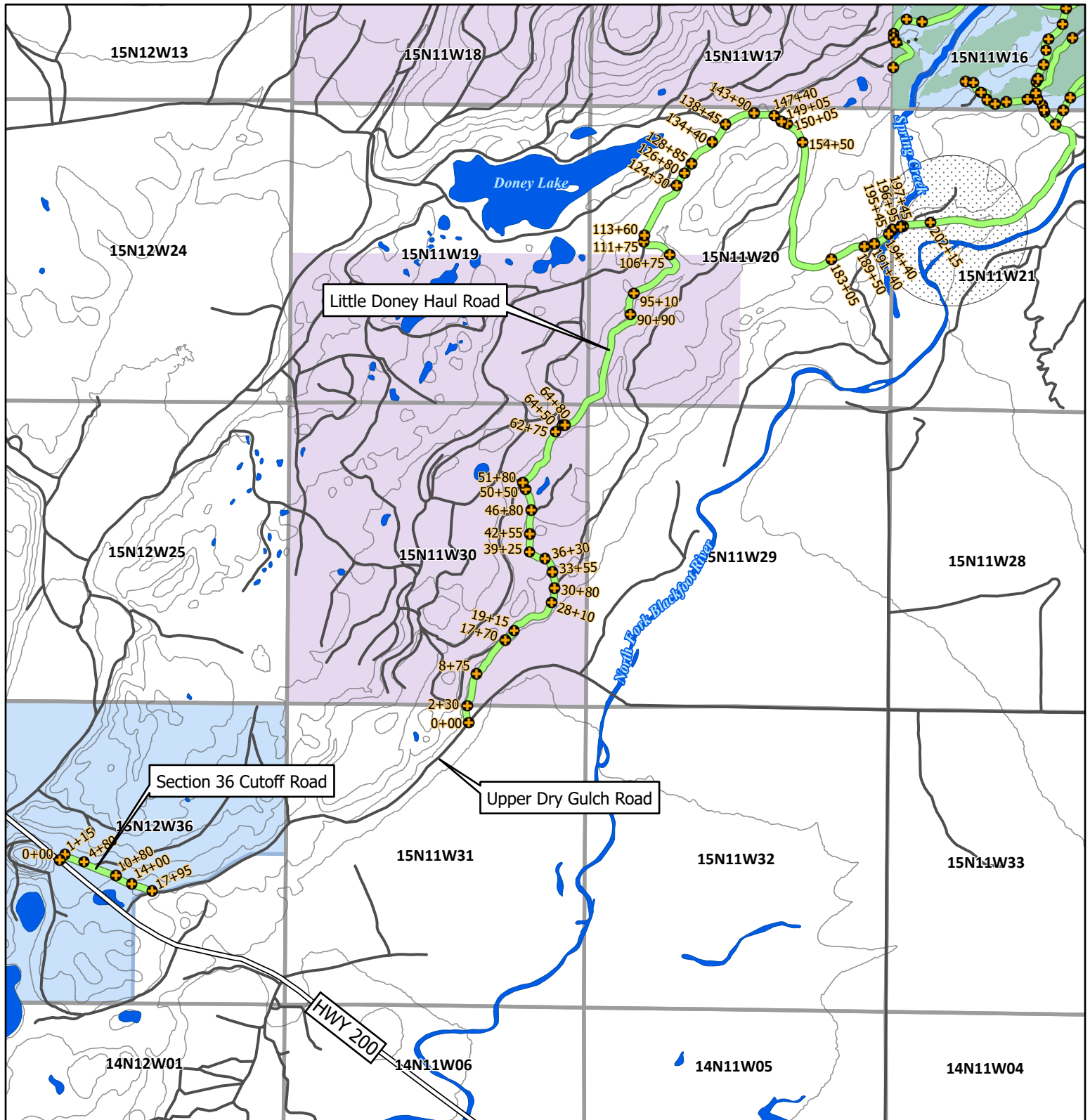
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M. Laskos
Nov 2025

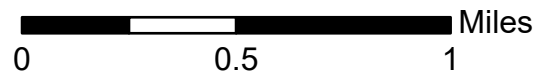
Doney Gal Timber Sale

Road Work

T15N R11W Sections 16, 17, 19-21, 30 & 36



- | | | | |
|-----------------------------|------------------------|---------------------|-----------------------------------|
| Road Stations | Maintenance | Perennial Waterbody | PLSS First Division |
| Red-tailed Hawk Nest Buffer | New Construction | Class 1 Stream | DNRC Trust Lands |
| Harvest Units | Reclaim | | Montana Fish, Wildlife, and Parks |
| | Temporary Construction | | |
| | Other Existing Roads | | |
| | HWY 200 | | |
| | 40 ft Contours | | |

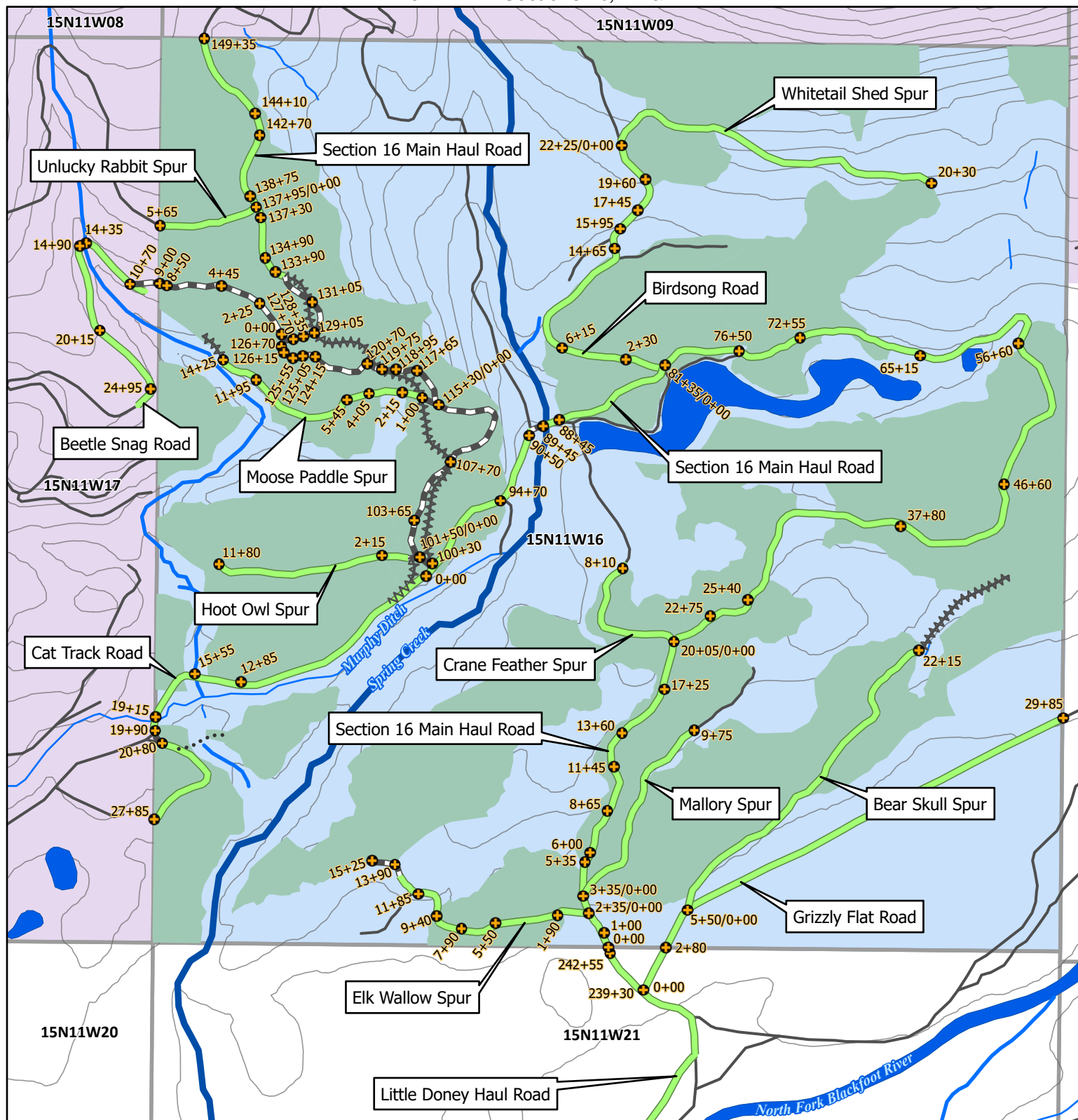


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Nov 2025

Doney Gal Timber Sale

Road Work - continued

T15N R11W Sections 16, 17 & 21



- | | | | |
|--|--|---|--|
| <ul style="list-style-type: none"> Road Stations Harvest Units | <ul style="list-style-type: none"> Maintenance New Construction Reclaim Temporary Construction Other Existing Roads 40 ft Contours | <ul style="list-style-type: none"> Perennial Waterbody Class 1 Stream Class 2 Stream Class 3 Stream | <ul style="list-style-type: none"> PLSS First Division DNRC Trust Lands Montana Fish, Wildlife, and Parks |
|--|--|---|--|



**STATE OF MONTANA
TIMBER SALE CONTRACT
ATTACHMENT B**

ROAD CONSTRUCTION, IMPROVEMENT AND MAINTENANCE SPECIFICATIONS	
SALE NAME Doney Gal	SALE NUMBER

I. CONSTRUCTION REQUIREMENTS

- A. ROADS:** The Purchaser is required to construct the roads shown in Table B-1 per the schedules stated, as shown on the Sale Map, Attachment A, and to the specifications and drawings in Attachment B and other applicable attachments.

TABLE B-1. ROAD CONSTRUCTION REQUIREMENTS				
Road Name or Number	Approx. Length	Type of Construction	Operation Period	Completion Date or Requirement
Bear Skull Spur**	0.42 mi.	Maintenance	Dry, non-frozen conditions June 16 through October 15 <i>Exceptions based on conditions and approval by the Forest Officer.</i>	Complete initial roadwork for each section of road prior to log-hauling on that section.
Beetle Snag Road	0.27 mi.	Maintenance		
	0.20 mi.	New Construction		
Birdsong Road	0.42 mi.	Maintenance		
Cat Track Road	0.53 mi.	Maintenance		
	100 ft.	New Construction		
Crane Feather Spur	0.15 mi.	Maintenance		
Elk Wallow Spur	0.26 mi.	Maintenance		
	135 ft.	New Construction		
Grizzly Flat Road	0.56 mi.	Maintenance		
Hoot Owl Spur	0.18 mi.	Maintenance		
	215 ft.	New Construction		
Little Doney Haul Road*	4.6 mi.	Maintenance		
Mallory Spur**	0.18 mi.	Maintenance		
Moose Paddle Spur	0.27 mi.	Maintenance		
	100 ft.	New Construction		
Section 16 Main Haul Road	2.19 mi.	Maintenance		
	0.63 mi.	New Construction		
	0.43 mi.	Abandonment		
Section 36 Cutoff Road**	0.34 mi.	Maintenance		
Unlucky Rabbit Spur	0.11 mi.	Maintenance		
Whitetail Shed Spur	0.38 mi.	Maintenance		

* No hauling on Little Doney Haul Road June 16 through July 15 due to red tailed hawk nest.

**Optional

B. ROAD CONSTRUCTION MATERIALS ESTIMATE:

TABLE B-2: MATERIALS FURNISHED AND INSTALLED BY THE PURCHASER					
The Purchaser is required to furnish the described material and install as required in Attachment B. Quantities are estimated, and the Attachment B requirements and specifications must be met regardless of the estimated amounts. All materials furnished by the Purchaser become the property of the State when installed. If, due to a minor design change, material is not installed, the material will be delivered to the nearest DNRC Unit Office and become property of the State upon delivery.					
Corrugated Metal Pipe				Other Materials	
Qty.	Diameter	Length	Gauge	Qty. / Amount	Description
1	24 in.	30 ft.	16	*See 'Guide Rail' Spec drawing	Treated timber beams and posts
1	24 in.	32 ft.	16	815 ft.	Non-woven geotextile road fabric
	18 in.	40*	16		
1	18 in.	Band	16		
*Multiple short lengths of pipe will be needed, for a total of 40 feet, to extend lengths of pipes provided by the State.					
Fill Material					
Yards ³	Type			Delivery Location	
40	1-1/2 inch crushed gravel			Little Doney Haul Road station #196+95, Section 16 Main Haul Road station #89+45	

TABLE B-2 (CONTINUED): SEED AND FERTILIZER REQUIREMENTS					
The Purchaser is required to furnish and apply certified noxious weed-free, pure live seed mixture(s) and fertilizer in the amounts shown. Total pounds mixed seed are pure live seed, corrected for germination and purity. Germination and purity tests must have been conducted within the last 12 months prior to delivery. Purchaser shall furnish documentation of germination and purity tests to the Forest Officer prior to application.					
Certified Noxious Weed-Free Seed				Fertilizer	
Pounds	Description	% of mix	# / acre	Pounds	Analysis (N-P-K)
563	Annual Ryegrass	13%	4	N/A	N/A
	Mountain Brome	4%	4		
	Bluebunch Wheatgrass	10%	5		
	Rough Fescue (Sub Idaho)	9%	3		
	Idaho Fescue	19%	3		
	Slender Wheatgrass	11%	5		
	Prairie Junegrass	33%	1		
	Total pounds mixed seed per acre:		25		

TABLE B-2 (CONTINUED): MATERIALS FURNISHED BY THE STATE

The Purchaser is required to load and haul the described materials from the State source and install them as required in Attachment B.

Corrugated Metal Pipe				Other Materials	
Qty.	Diameter	Length	Gauge	Qty. / Amount	Description
3	18 in.	18 ft.	16	1	20 ft. CLT bridge
4	18 in.	20 ft.	16	4	Straw wattles
4	18 in.	Bands	16		
Fill Material					
Yards ³	Type		Source Location		Delivery Location
1,540	Pit run, no larger than 4 inches		Sale area, south of Grizzly Flat Road <i>*a rock screen or other method will be necessary to remove rocks larger than 4 inches</i>		Sale area roads
9	Rock for armoring pipes		Sale area		Sale area roads

C. MINOR CHANGES: The Forest Officer may require minor changes in location, design or specifications of road construction, improvement or maintenance requirements. Such changes must be within the scope of Attachment B requirements, and must not result in a significant (one thousand dollars [\$1,000.00] or greater) increase or decrease in cost as agreed to by the Forest Officer and the Purchaser.

D. ADJUSTMENT FOR CHANGE IN REQUIREMENTS: If the State requests a change in road construction, improvement or maintenance specifications and the State in its discretion determines that the change would significantly increase the cost to the Purchaser, then the State must compensate the Purchaser. If the Purchaser requests a change in road construction, improvement or maintenance specifications and the State in its discretion determines that the change is acceptable and would significantly reduce the cost to the Purchaser, then the Purchaser must compensate the State. Compensation to the Purchaser will be in the form of stumpage credit. Compensation to the State will be in cash and will be billed as a supplement to the stumpage bill. All significant changes and compensation will be described in a contract modification.

II. RIGHT-OF-WAY CLEARING

A. CLEAR LIMIT DEFINITIONS are shown in Section IX. SPECIFICATIONS AND DRAWINGS.

B. CLEAR LIMIT MARKING:

1. Clear limits for existing roads are not marked.
2. Clear limits for all new construction are marked with a single FLUORESCENT PINK "X" facing into the road right-of-way.

C. CLEARING REQUIREMENTS:

1. Brush or trees on existing roads may be removed by sawing individual stems, cutting with a rotary brush cutter, uprooting with an excavator or other methods approved by the Forest Officer.
2. Inside the clear limits, but outside the road prism, trees and brush less than 20 feet tall and less than 3 inches in diameter that do not interfere with visibility or slope stability may be left as directed by the Forest Officer.
3. All merchantable timber within the clear limits on all roads to be constructed under the terms of this Contract shall be cut to the specifications in the timber sale contract and skidded to decks, or decked with an excavator, prior to earth moving.
4. Clearing procedures shall protect residual stands, prevent incorporation of construction slash into the road prism, and protect roadside appearance outside clear limits.
5. Grubbing will be limited to only those stumps and large roots within the road prism.

III. TREATMENT OF RIGHT-OF-WAY CLEARING MATERIALS

A. GENERAL TREATMENT REQUIREMENTS:

1. Road construction slash more than 3 inches in diameter and 6 feet long and all concentrations of slash which would adversely affect the stability of the road shall be disposed of by the methods described in this section.
2. Slash and debris shall not be placed in drainages, roadside ditches or heads of culverts where the flow of water may be obstructed and shall be removed if placed therein.
3. Lopping and scattering is defined as delimbing and sawing slash materials into lengths which will easily scatter to a maximum depth of 18 inches. Materials shall be scattered outside the road prism.
4. All slash to be disposed of by piling and burning shall be piled at locations approved by the Forest Officer. Construction of piles will be of such size and at a sufficient distance from trees so that burning does not result in unnecessary damage to remaining trees. The Purchaser may be required to remove any trees damaged by burning operations at current contract rates. If burning is incomplete the residue must be disposed of as directed by the Forest Officer.

B. SIDESLOPES OF 35% OR LESS AND EXISTING ROADS:

1. Disposal will be by hand or machine piling for burning as directed by the Forest Officer.
2. Minor concentrations of slash or individual trees may be disposed of outside of the road prism by lopping and scattering as directed by the Forest Officer.
3. Tree stumps, large boulders and cull logs may be scattered outside the road right-of-way clear limits if approved in writing by the Forest Officer. Scattered stumps and boulders shall be placed away from trees and positioned so they will not roll.

C. SIDESLOPES OF 35% AND GREATER:

1. Treatment will be by excavator only, or by whole tree skidding to a decking area.
2. Where topography and timber types permit, piling for burning will be required as directed by the Forest Officer.

3. Where piling is not practical, treatment will be by windrowing at the toe of the fill. Slash will be windrowed on a trail constructed at the bottom of the right-of-way. Slash will be trampled and covered with organic surface material taken from the road prism as directed by the Forest Officer. Fill material may butt up against but not cover or bury the windrow.
4. Minor concentrations of slash or individual trees may be disposed of by lopping and scattering as directed by the Forest Officer.
5. Tree stumps, large boulders and cull logs may be scattered outside the road right-of-way clear limits if approved in writing by the Forest Officer. Scattered stumps and boulders shall be placed away from trees and positioned so they will not roll.

IV. EXCAVATION AND EMBANKMENT OF FILL MATERIALS

A. EXCAVATION OF ROAD CROSS SECTION:

1. All grubbing and clearing shall be completed prior to the beginning of any excavation.
2. Surface organic layer and ash cap (surface reddish-brown soils with low gravel content) will be bladed to the side of the road and not incorporated into fills.
3. Wasted soils and organic layer will be shaped and spread to natural contours at locations approved by the Forest Officer.
4. When excavating on tangents and when balanced section construction is indicated, the following table will be used as a guideline to determine if sufficient excavation of road solid has occurred. Tolerances for road solid will be +1.0 feet and -0.5 feet.

TABLE B-3: EXCAVATION OF ROAD SOLID			
SIDESLOPE PERCENT	ROAD WIDTH		
	12 FT.	14 FT.	16 FT.
	FEET OF ROAD SOLID		
5	8.7	10.1	11.4
10	8.8	10.2	11.5
15	8.9	10.2	11.6
20	8.3	9.5	10.8
25	7.8	8.9	10.1
30	7.6	8.9	10.1
35	7.8	9.0	10.2
40	8.1	9.2	10.6
45	8.5	9.4	11.0
50	8.8	9.8	11.6
55	9.4	10.2	12.2
60	10.1	11.7	13.3
65 & over	12.0	14.0	16.0

B. EMBANKMENT OF FILL MATERIALS:

1. Fill materials shall be unfrozen and free of snow and ice.
2. Fill materials shall be sorted to remove large rocks over 6 inches in diameter near the surface, which may interfere with surface blading.

3. Where possible all fill materials shall be applied in layers not to exceed 18 inches and each layer compacted with heavy equipment prior to application of the next layer.
4. If fill materials are too dry to allow compaction, the Forest Officer may require watering of layers followed by heavy equipment compaction.
5. Gravel used for surfacing shall be compacted into place using loaded dump trucks or a vibratory drum roller if specified in the Road Log.

C. PIT DEVELOPMENT AND RECLAMATION:

1. While the gravel pit or borrow area is open the surface of the pit shall be kept clean of noxious weeds. The Purchaser shall remove any weeds found growing at the pit by pulling, cultivating, covering with plastic, spraying, or other methods as directed by the Forest Officer.
2. At completion of use, the pit area will be reshaped to as near natural contours as possible. Backslope ratios shall not exceed 3:1. Purchaser may be required to save topsoil, recontour the pit wall, and reclaim the disturbed portion of pit. All disturbed portions of the pit shall be grass seeded and fertilized.
3. At completion of use, talus slopes shall be backsloped and reshaped as directed by the Forest Officer. Grass seeding and fertilizing are required on any disturbed areas with exposed soil.

V. DRAINAGE STRUCTURES

A. CORRUGATED METAL PIPE: The corrugated metal pipe required in Table B-2 will be installed as follows:

1. All pipes shall be installed with a backhoe or excavator. The exact locations shall be determined and approved by the Forest Officer after the right-of-way is brushed and cleared.
2. The excavation trench for culvert installation shall not be wider than necessary to permit satisfactory jointing and thorough tamping of the bedding material under and around the pipe.
3. The bedding surface shall be constructed to provide a firm foundation of uniform density through the entire length of the culvert and shall be slightly cambered along the centerline to correct for expected settlement.
4. Where the bedding surface is not firm at the grade established, all unstable soil under the pipe and for a width of at least one diameter on each side of the pipe shall be removed and replaced with suitable selected material. Rock encountered in the bedding foundation will be removed to at least 12 inches below the bottom of the pipe and one diameter on each side. The final bedding area shall consist of fine, compacted granular material.
5. Selected material shall be placed alongside the pipe for backfill in alternating layers not exceeding six inches in depth and thoroughly compacted by a hand held mechanical tamper (wacker packer). Special care must be taken to compact the fill thoroughly under the haunches of the pipe. Wacker packer compaction of backfill must be done for a horizontal distance on each side of the pipe equal to either one pipe diameter or to the outside limits of the trench, whichever is less. The depth of wacker packer compaction must extend at least to the top of the pipe.
6. Selected native fill material will be free from rocks and hard earth clods larger than 3 inches in size. Frozen material, sod or a high percentage of organic matter is not permitted.
7. The remainder of the fill above the top of the pipe may be compacted by tractor or rubber-tired roller. Fill is to extend above each pipe at least one-half the pipe diameter or a minimum of 12 inches, whichever is greater.

8. The pipe shall be protected by adequate fill cover before heavy equipment is permitted to cross during roadway construction.
9. Pipe that is damaged or improperly installed shall be repaired or replaced at Purchaser expense as directed by the Forest Officer.
10. The Forest Officer must be contacted two days before any culvert installation and must be present at any wet site culvert installation.
11. Riprap consisting of angular native rock of graded sizes 6 to 12 inches in diameter shall be installed to armor cuts and fills at both ends of all culverts installed in streams.
12. Energy dissipators consisting of native rock at least 24 inches in diameter with flat cross section shall be installed below culvert outlets in all perennial streams.

B. WET SITE CULVERT INSTALLATION REQUIREMENTS:

1. The Forest Officer and the Purchaser shall agree upon a site specific sediment and erosion control plan that meets the requirements of all attachments and permits for each wet installation prior to any construction. Sediment and erosion control features may include any or all of the following at each site:
 - a. Filter Fabric Sediment Traps.
 - b. Sediment Control Fence.
 - c. Slash Filter Windrows.
 - d. Other measures as directed by Forest Officer.
2. The Forest Officer and the Purchaser shall agree upon a site specific water diversion plan for each wet installation. Diversions may include: by-pass ditches, plastic lined by-pass ditches, plastic or metal pipe by-passes or other methods as directed by the Forest Officer. Pumping with discharge back into the channel is not permitted.
3. All wet site culvert installations require seeding of all disturbed areas with Quick Cover Mix the same day as installation is completed.
4. Any equipment operated within the high-water level of any stream or river channel shall be free of oil and fluid leaks and shall be clean of mud. Said equipment must be inspected by the Forest Officer and approved prior to any use.
5. Filter fabric sediment traps shall be installed prior to any construction activities on all wet culvert installations.

VI. ROAD MAINTENANCE

A. ROAD MAINTENANCE SCHEDULE AND REQUIREMENTS:

1. Road maintenance may be required on all native material or gravel roads designated for hauling purposes.
2. Road maintenance is defined to include all operations listed under Section VI. of Attachment B.
3. Initial maintenance of the roads shall be completed prior to use for logging and hauling.

4. The Forest Officer will determine the number, type, extent and frequency of intermediate maintenance operations. Road maintenance shall be repeated as needed to facilitate traffic and proper road drainage. The Purchaser will be advised of the time limitations to complete each maintenance project.
5. Final maintenance of the road system is required after all logging and hauling and prior to termination of the Timber Sale Contract.

B. SURFACE BLADING:

1. Description: Surface blading is keeping a native or aggregate roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the crown or slope, shoulder, drainage dips, leadoff ditches, berms and turnouts, and provides a level of smoothness appropriate for the amount and kind of traffic served and consistent with existing surfacing.
2. Specifications:
 - a. The existing roadbeds, including turnouts, shall be bladed and shaped to reasonably conform to the designed cross section, and to eliminate ruts. Existing aggregate surfacing shall be bladed to conserve material and to prevent segregation of particle sizes. Rocks or other material remaining on the traveled way surface after final blading which are 4 inches or larger in size shall be removed from the road surface.
 - b. Roadside cutslopes should not be undercut when cleaning ditches or removing road sloughs. Berms shall be removed from road shoulders when blading, except where berms are located as part of road design.
 - c. Cutslopes that have been undercut may require backsloping, seeding and fertilizing.
 - d. At intersections, the roadbeds at side roads shall be graded for a reasonable distance to assure proper blending of the two riding surfaces.
 - e. Drainage dips and leadoff ditches shall be cleaned and graded to form their previous line and grade.
 - f. Crowned roads should slope towards shoulders at least 2-5% (1/4-1/2 inch per foot road width) on native and gravel roads.
 - g. At intersections where side roads enter the main road and the entering side road exceeds +3%, shallow ditching across the side road may be required to divert surface runoff and protect the main road's stability.
 - h. The side-casting of road material into a stream, lake, wetland, or other body of water during road maintenance operations is prohibited in the SMZ.

C. DITCH CLEANING:

1. Description: Ditch cleaning is removing and disposing of all foreign and slough material from roadside ditches to provide an unobstructed waterway conforming reasonably to previous line, grade and cross section.
2. Specifications:
 - a. Slough material removed from the ditch may be blended into existing native road surface or shoulder only if it is the same material as the road surface. Slough material that is not suitable for blending should be disposed of as directed by the Forest Officer.

- b. Live vegetation and other organic material shall be removed and disposed of as directed by the Forest Officer.
- c. Unstable stumps, rocks, leaning trees or other debris shall be removed from the cutslope as directed by the Forest Officer.

D. CULVERT MAINTENANCE:

- 1. Description: Maintenance is work performed on inlets, outlets, catch basins, related channels, existing riprap, trash racks and any other facilities related to the drainage structure.
- 2. Specifications: Catch basins, outlets and energy dissipaters shall be kept functioning and cleaned of debris. Ends of culverts shall be kept straight and undamaged. Any washing alongside or underneath the culvert shall be repaired.

E. ROADSIDE VEGETATION MAINTENANCE:

- 1. Description: Maintenance of roadside vegetation includes removal of brush, tree growth, deadfall or other obstructions to passage, safety or visibility, as such obstructions are present or develop during the contract period.
- 2. Specifications:
 - a. All trees that have fallen across the road shall be removed from the road prism unless otherwise agreed upon. Merchantable timber, if any, shall be cut in appropriate lengths and decked along the roadside in locations where traveled way width or sight distances will not be impaired.
 - b. Brush and seedling trees that encroach upon the original road clear limits shall be removed when they reduce safe sight distances. Low shrubs and brush that do not restrict sight distance but provide cover and reduce erosion shall not be removed. Brush and seedling trees removed shall be disposed of as directed by the Forest Officer.

F. SNOWPLOWING: If hauling occurs during the winter months, the Purchaser will be required to plow snow to the following guidelines on all State and private roads.

- 1. Snow should be windrowed beyond the fill shoulder line.
- 2. To protect the road surface, a 1 to 4-inch cushion of snow may be left on the road.
- 3. At termination of use, the road will be prepared for spring runoff by opening drainage outlets through the plowed berms and by installing a snow-berm road closure.
- 4. Tracked equipment will not be used to plow snow without prior written approval from the Forest Officer.
- 5. The side-casting of road material into a stream, lake, wetland, or other body of water during snow plowing operations is prohibited in the SMZ.

G. DUST ABATEMENT: The Purchaser may be required to perform dust abatement on any of the roads designated as part of the haul route. Any dust abatement must conform to current standards of the owner of the road.

- 1. If the Purchaser applies Magnesium Chloride or Calcium Chloride for dust abatement, the following specifications will be followed:
 - a. Dust abatement will be applied prior to summer hauling of logs.

- b. Scarify road surface and grade to final grading specifications. A minimum of two inches of loose material is required on the road surface prior to applying the abatement.
- c. The road surface will be moist to a minimum of depth of two inches or watered uniformly to moisten the road. If the road is watered, it will be done twelve to twenty-four hours prior to application of the abatement.
- d. The abatement will be applied at the rate of 0.25 gallons Magnesium Chloride per square yard or 0.20 gallons Calcium Chloride per square yard, followed immediately by another application at the same rate, for a total of 0.5 gallons Magnesium Chloride per square yard or 0.4 gallons Calcium Chloride per square yard.
- e. Chemical abatement will not be applied for 50 feet on either side of any stream crossing.
- f. Additional treatments using water may be required if deemed necessary by the Forest Officer.

H. NOXIOUS WEED MANAGEMENT: The Purchaser is required to perform noxious weed management on any of the roads designated as part of the haul route and on landings. Noxious weed management may include grass seeding, equipment washing and herbicide spraying.

1. **Grass seeding is required.** Details shown in Section IX, GRASS SEEDING SPECIFICATIONS.
2. **All road construction equipment and equipment used in off-road logging activity must be pressure-washed by the Purchaser and inspected by the Forest Officer prior to entering the sale area.** This cleaning will remove all dirt, plant parts, and material that may carry noxious weed seeds into the sale area. Other equipment and vehicles entering and leaving the sale area shall be cleaned prior to start up and kept reasonably clean during the course of operations. All subsequent move-ins of logging and construction equipment shall be treated the same as the initial move-in.
3. **Weed spraying is required;** spraying shall be done by a commercial applicator licensed by the State of Montana or by personnel under the direct supervision of the licensed applicator. All herbicide applications shall follow EPA label requirements. **Any weed control must comply with the current standards of the County Weed Board and as directed by the Forest Officer.**
4. **The Purchaser shall be responsible for one application of herbicide on approximately 12 miles of roads and/or landings as specified by the Forest Officer.** The application shall be completed after harvest and prior to the contract termination date. Road spray width shall be 25 feet. **The Purchaser and Forest Officer must agree upon chemicals to be used IN WRITING PRIOR TO APPLICATION.** Chemicals will be chosen based on the presence of weed species observed on the sale area. Noxious weeds observed during field work include houndstongue, knapweed, mullein, thistle, and oxeye daisy, but other noxious weeds may be present
5. The Purchaser will notify the Forest Officer **48 hours in advance of spraying operations.**
6. Herbicide application will be site specific to areas along roads where noxious weeds occur as directed by the Forest Officer. **All no-spray areas will be designated on the ground or adequately described to the Purchaser before application begins.**
7. Picloram (Tordon), a restricted use pesticide, will not be applied within 50 feet of surface water. 2-4- D will not be applied within 25 feet of surface water. Escort will not be applied directly to water, or to areas where surface water is present, or to areas below the mean high water mark.
8. Herbicides will not be applied to areas that may contribute run-off directly into surface water.
9. Application is only permitted on calm, dry days to limit drift and possible surface movement of road prisms.

10. Applicator is responsible for taking proper safety precautions for pesticide handling and waste disposal. The applicator is required to have a contingency plan and remedial actions in the event of accidental spill or exposure.
11. Warning signs may need to be posted and maintained on entrance roads to the area **72 hours prior to spraying, during the period of operations, and 7 days after spraying.**
12. Purchaser and/or applicator must supply DNRC Forest Officer with spray records within **72 hours after spraying is complete.**
13. **All spraying will be done prior to July 15th during the application year. All spraying will be approved by the Forest Officer within a week of the application. Any changes to this plan must be accepted by the Forest Officer and signified in an inspection report.**

VII. ADDITIONAL REQUIREMENTS

- A. TEMPORARY SPUR ROAD SPECIFICATIONS:** Temporary spur roads are defined as any roads constructed by the Purchaser to access a harvest unit or landing which is not an existing road and may not be shown as a required road to be constructed in Table B-1. All temporary roads will be constructed to the following specifications:
1. Forest Officer shall approve the location prior to any construction.
 2. Clearing and excavation shall be kept to the absolute minimum for safe truck hauling and to prevent erosion and water quality impacts. Some sidehill excavation, minor through cuts, ditching and turnpiking may be required.
 3. Temporary culverts may be required at ditch crossings, wet areas or other locations as directed by the Forest Officer.
 4. Temporary erosion control measures may be required to meet BMP standards on the road and/or the landing area while being used.
 5. At the completion of use the road shall be shaped back to natural contours, temporary culverts removed, erosion control measures installed, the disturbed areas grass seeded and the access closed to all vehicular traffic. The Forest Officer may require scarification or ripping of compacted landings and temporary spur roads.
- B. GATES ON PRIVATE ROAD EASEMENTS:** When using private road easements to access the timber sale area, any gate encountered on private land will be left as prescribed by the easement grantor.
- C. GRID ROLLING ROAD PRISMS:** N/A
- D. TRAFFIC CONTROL AND WARNING SIGN SPECIFICATIONS:**
1. The Purchaser shall furnish, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Suitable warning signs shall be provided to properly control and direct traffic as requested by the Forest Officer.
 2. All road barricades, warning signs, lights, temporary signals, flagger and pilot car operations and equipment, and other protective devices, shall conform with the specifications in the Manual on Uniform Traffic Control Devices (MUTCD).

VIII. ROAD LOG AND SITE DESCRIPTIONS

**Road stations are designated in the field with FLUORESCENT PINK ribbon and station numbers are painted in BLUE except where the haul route crosses private ownership, stations are only flagged, not painted.*

Bear Skull Spur* - Section 16 T15N R11W	
This 12-foot-wide restricted road is approximately 0.42 miles long. Use of this road is optional, but if used, initial maintenance consists of minor clearing/brushing. If used, this road will require final maintenance with a possible intermediate blading as determined by the Forest Officer.	
Station (feet)	Notes
	<u>*Use of this road is optional, but if used, the following improvements must be made.</u>
0+00	Road begins at junction with Grizzly Flat Road (Station 5+50). Remove kelly hump and clear and brush road as needed.
22+15	Install kelly hump at SMZ boundary. End maintenance. Road continues but turns into wetland and is not to be used.

Beetle Snag Road – Sections 16 & 17 T15N R11W			
This 12-foot-wide restricted road is approximately 0.47 miles long and includes DNRC and DFWP ownership. Initial road work consists of 0.20 miles of new construction and 0.27 miles of maintenance consisting of moderate clearing/brushing and BMP improvements. This road will require final maintenance with a possible intermediate blading as determined by the Forest Officer.			
Station (feet)	Notes	Materials Needed	
		Grade %	Side Slope % Left/Right
0+00	Road (new construction) begins at junction with Section 16 Main Haul Road (Station 127+70). Location of road junction may need to be adjusted for best alignment once switchback is constructed due to significant cut slopes. Road grade is flagged with FLUORESCENT PINK ribbon. Clearing limits are painted with a single PINK "X" facing into the road centerline. A single PINK paint spot is also marked on the outside of the clearing limit trees facing into the cutting unit.	F8	-15/10
1+80	Grade change, F8 to F5.	F5	-20/10
2+25	New construction starts following an old road prism. Clear, brush, and reconstruct road prism.	F5	-15/10
2+90	Grade change, F5 to F1.	F1	-20/15
3+55	Grade change, F1 to F7.	F7	-35/20
4+45	New construction leaves existing road prism.	F7	-20/15
5+30	Grade change, F7 to A3.	A3	-15/15
6+60	Grade change, A3 to A8.	A8	-30/15
8+00	Grade change, A8 to A6.	A6	-20/20
8+50	Install drain dip.	A6	-35/25
9+00	Property line, leaving DNRC, entering DFWP.	A6	-40/25
9+55	Grade change, A6 to A12.	A12	-35/40

10+70	New construction ties into existing road and proceeds at a grade of A3. Clear and brush remainder of road.	A3	-45/45
14+35	Existing culvert on stream, clean inlet/outlet as needed.		
14+90	Clear alder brush and begin inside ditch for approx. 500 ft.		
20+15	End inside ditch.		
24+95	End maintenance. Doney Gal Unit 12 is to the left. A temporary trail may be needed to access landing on DNRC.		

Birdsong Road - Section 16 T15N R11W

This 12-foot-wide restricted road is approximately 0.42 miles long. Initial road work consists of maintenance including minor clearing/brushing, BMP improvements, and one CMP installation. This road will require final maintenance with a possible intermediate blading as determined by the Forest Officer.

Station (feet)	Notes	Materials Needed
0+00	Road begins at junction with Section 16 Main Haul Road (Station 81+35). Clear and brush road (mainly blowdown along edges).	
2+30	Existing drain dip.	
6+15	Existing drain dip.	
14+65	Existing CMP, clean inlet/outlet if necessary.	
15+95	Existing drain dip.	
17+45	Install new culvert to replace drain dip. Install catch basin and armor inlet/outlet. Begin shallow inside ditch and slightly widen corner ahead as needed to make room for ditch and increase turning radius for log trucks. Use material from widening to cover pipe.	18"x20' CMP, 1 cu. yd. rock armor
19+60	End inside ditch.	
22+25	Junction with Whitetail Shed Spur. End maintenance.	

Cat Track Road - Sections 16 & 17 T15N R11W

This 12-foot-wide restricted road is approximately 0.53 miles long and includes DNRC and DFWP ownership. Initial road work consists of 0.53 miles of maintenance to include minor blading/spot blading, BMP improvements, one CMP installation on a Class 2 stream, placement of a temporary CLT bridge, and approximately 100 ft. of new construction. This road will require final maintenance with a possible intermediate blading as determined by the Forest Officer.

Station (feet)	Notes	Materials Needed
0+00	Road begins at junction with Section 16 Main Haul Road (Station 100+30). Brush vegetation on cut slope. SMZ for irrigation ditch follows left side of road for a way. Spot blade ruts as needed.	
12+85	Blade ruts and bumps for 150 ft.	
15+55	Replace old log culvert stream crossing with new culvert. Follow instructions in 124 permit. Forester Officer must be present for installation. Top with pit run. Apply slash filter above inlet and outlet.	24"x32' CMP, 10 cu. yd. pit run

19+15	Property line, leaving DNRC, entering DFWP. Blade out bumps and place 4 inches pit run for 30 ft. leading up to ditch crossing. Just ahead, the existing irrigation ditch crossing is failing. Prepare crossing for placement of temporary 20-foot CLT bridge (CLT provided by DNRC; must transport from Missoula). Install CLT. Remove CLT once hauling is complete and deliver to location to be specified by the Forest Officer.	20' CLT bridge, 10 cu. yd. pit run
19+90	Begin new construction of 100 ft. of road to improve alignment with bridge crossing for log trucks. Centerline is flagged with FLUORESCENT PINK ribbon coupled with BLACK/ORANGE STRIPED ribbon. Construction will be a through-cut. Drift excess material forward to improve grade on the existing road.	
20+80	Property line, leaving DFWP, entering DNRC. End new construction, tie in with existing road. Clear and brush the rest of the road as needed.	
27+85	End of road.	

Crane Feather Spur - Section 16 T15N R11W	
This 12-foot-wide restricted road is approximately 0.29 miles long, but maintenance is only required on the first 0.15 miles. Initial road work consists of minor clearing and brushing (the road is currently drivable but timber and other vegetation is encroaching on the cut and fill slopes). This road will require final maintenance with a possible intermediate blading as determined by the Forest Officer.	
Station (feet)	Notes
0+00	Road begins at junction with Section 16 Main Haul Road (Station 20+05). Clear vegetation encroaching on the right-of way as needed for hauling.
8+10	End of maintenance. Road continues but is not needed for this sale.

Elk Wallow Spur - Section 16 T15N R11W		
This 12-foot-wide restricted road is approximately 0.29 miles long. Initial road work consists of 135 ft. of new construction and 0.26 miles of maintenance consisting of clearing, brushing, and grubbing, and BMP improvements including placement of pit run. This road will require final maintenance with a possible intermediate blading as determined by the Forest Officer.		
Station (feet)	Notes	Materials Needed
0+00	Road begins at junction with Section 16 Main Haul Road (Station 2+35). Clear and brush road.	
1+90	Install drain dip.	
5+50	Reconstruct road prism where game trail has eroded the edge.	
7+90	Begin shallow inside ditch.	
9+40	Begin placing fabric and pit run for 250 ft. Feather material at beginning, but most of lift will be 12 inches. Continue inside ditch.	250 ft. road fabric, 140 cu. yd. pit run
11+85	End ditch, fabric, and pit run. Intersection just ahead, stay right. Begin reconstruction of the road, move centerline approx. one road width uphill to the right to get road out of draw bottom. Centerline is flagged with NEON YELLOW coupled with ORANGE/BLACK STRIPED ribbon.	

		Grade %	Side Slope % Left/Right
13+90	End reconstruction, begin new construction. Install drain dip. Top with 10 cu. yd. pit run. Centerline is still flagged with the same color ribbon as reconstruction.	F7	-10/15
15+25	End new construction. Install a turn around.	F7	-10/20

Grizzly Flat Road - Sections 16, 21 T15N R11W

This 14-foot-wide restricted road is approximately 0.56 miles long. Initial road work is not needed. This road will require final maintenance with a possible intermediate blading as determined by the Forest Officer.

Station (feet)	Notes
0+00	Road begins at junction with Little Doney Haul Road (Station 239+30). No initial maintenance needed.
2+80	Property line, leaving private, entering DNRC.
5+50	Junction with Bear Skull Spur to the left, stay straight.
29+85	Property line. End of maintenance.

Hoot Owl Spur - Section 16 T15N R11W

This 12-foot-wide restricted road is approximately 0.22 miles long. Initial road work consists of 215 ft. of new construction and 0.18 miles of clearing, brushing, and grubbing. This road will require final maintenance with a possible intermediate blading as determined by the Forest Officer.

Station (feet)	Notes	Materials Needed	
		Grade %	Side Slope % Left/Right
0+00	Road begins at junction with Section 16 Main Haul Road (station 101+50). Approx. 200 ft. of new construction is needed to connect to existing road. Road grade is flagged with FLUORESCENT PINK coupled with NEON YELLOW ribbon. Clearing limits are painted with a single PINK "X" facing into the road centerline. A single PINK paint spot is also marked on the outside of the clearing limit trees facing into the cutting unit.	F12	10/-10
0+30	Grade change, F12 to F5.	F5	-5/10
0+90	Grade change, F5 to F2.	F2	0/10
2+15	End new construction. Tie into existing road. Grade change, existing road proceeds at a F8. Begin clearing and brushing road.	F8	-5/25
11+80	End maintenance. Install turn around.		

Little Doney Haul Road - Sections 16, 19-21, 30 & 31 T15N R11W

This 12 to 14-foot-wide restricted road is approximately 4.6 miles long and includes DNRC, DFWP, and private ownership. Initial road work consists of 4.6 miles of maintenance consisting of BMP improvements, minor spot blading, moderate reshaping, placement of pit run/gravel, and four CMP installations (one of which is on a Class 2 stream). This road will require final maintenance with a possible intermediate blading as determined by the Forest Officer. Pit run and rock armor will be sourced from the sale area. Crushed gravel is also required; the Purchaser must furnish the gravel.

***A red-tailed hawk nest was identified near station 202+15. Road work and log hauling may not occur within ¼ mile of the nest until after July 15 unless a DNRC wildlife biologist has verified the nest to be unoccupied. This will affect stations 191+40 through 202+15. This will also affect transport of pit run from the source in the sale area to all road stations leading up to 191+40 and must be considered when planning initial maintenance.**

Station (feet)	Notes	Materials Needed
0+00	Road begins at junction with county road (Upper Dry Gulch Road).	
2+30	Gate and property line with DFWP.	
8+75	Install drain dip.	
17+70	Intersection, stay straight.	
19+15	Replace existing culvert with new one. Top with pit run. Improve catch basin and inside ditch leading up to culvert and rock armor inlet/outlet.	18"x28' CMP, 20 cu. yd. pit run, 1 cu. yd. rock armor
28+10	Install drain dip with lead out to right. Top with pit run.	10 cu. yd. pit run
30+80	Intersection, stay left.	
33+55	Install drain dip with lead out to the right. Begin placing pit run for 275 ft. for 9-inch lift. Install an inside ditch on the left.	120 cu. yd. pit run
36+30	End pit run lift. End inside ditch.	
39+25	Existing drain dip, no work needed.	
42+55	Install drain dip with lead-out to the left. Begin shallow turnpike and 9-inch pit run lift for 425 ft.	180 cu. yd. pit run
46+80	Intersection, stay left. Continue turnpike for next 400 ft. Install 300 ft. of fabric and build up road with pit run for 9-inch lift.	300 ft. road fabric, 130 cu. yd. pit run
50+50	End fabric, turnpike, and pit run. Install drain dip with lead out to left.	
51+80	Intersection, stay right.	
62+75	Begin inside ditch on the left. Begin placing pit run for 200 ft. for 12-inch lift.	110 cu. yd. pit run
64+50	Install new culvert for cross drainage. Construct catch basin, rock armor inlet/outlet. Continue inside ditch and pit run.	18"x30' CMP, 1 cu. yd. rock armor
64+80	End inside ditch and pit run.	
90+90	Install drain dip.	
95+10	Existing culvert, clean inlet/outlet as needed.	
106+75	Property boundary. End DWFP, begin private. Road stations are not painted on private, only flagged.	
111+75	Intersection, stay right. Begin inside ditch. Begin placing fabric and pit run for 135 ft. for 9-inch lift.	135 ft. road fabric, 60 cu. yd. pit run
113+60	End inside ditch, fabric, and pit run.	
124+30	Begin inside ditch. Begin placing pit run for 450 ft. for 6-inch lift.	130 cu. yd. pit run

126+80	Install culvert for cross drainage. Armor inlet/outlet. Place slash filter at outlet (stream below). Continue inside ditch and pit run.	18"x24' CMP, 1 cu. yd. rock armor, slash filter
128+85	End pit run and inside ditch.	
134+40	Replace existing undersized culvert on stream. Follow instructions in 124 permit. Forester Officer must be present for installation. Top with pit run and rock armor inlet/outlet. Begin reconstructing road for 400 ft. to the next station. Maintain an inside ditch on the left. Top reconstruction with pit run for 4-inch surfacing.	24"x30' CMP, 100 cu. yd. pit run, 1 cu. yd. rock armor
138+45	Intersection, stay right.	
143+90	Existing culvert is buried. Clear inlet and outlet.	
147+40	Intersection, stay right. Begin pulling inside ditch.	
149+05	Begin pit run lift. Place fabric for 100 ft. Lift will be 12 inches to build up low wet spot, feather material at beginning to blend with road grade.	100 ft. road fabric, 60 cu. yd. pit run
150+05	End fabric. Continue pit run for 450 ft. for a 4-inch lift. Continue improving inside ditch.	80 cu. yd. pit run
154+50	End pit run lift. End inside ditch improvement (existing ditch continues but is okay, doesn't need maintenance).	
183+05	Existing culvert. Clear inlet and outlet.	
189+50	Begin improving/pulling inside ditch on left.	
191+40	*Begin hawk restriction* Reshape road to be slightly in-sloped. Top with pit run for 4-inch surfacing for 300 ft. Continue ditch improvement.	60 cu. yd. pit run
194+40	End pit run. Continue inside ditch to the next station.	
195+45	End ditch improvements. Existing culvert, clean inlet/outlet as needed.	
196+95	Existing bottomless arch culvert on Spring Creek. Work closely with Forester Officer on the following: install wood beam "guide rails" over the crossing, then install road fabric between the rails to help contain gravel. Install 4 inches of crushed gravel over crossing, to begin/end approx. 30 ft. before and after the crossing. See 'Spring Creek Guide Rails' specification drawing in attachments.	Timber beams and support posts, 30 feet road fabric, 20 cu. yd. 1½" crushed gravel, straw wattles
197+45	Begin reconstructing road prism for approx. 500 ft. to create turnpike. Top with pit run to create 4-inch surfacing over dirt work.	90 cu. yd. pit run
202+15	End turnpike and pit run. Existing culvert. Clear inlet and outlet. *End hawk restriction*	
239+30	Junction with Grizzly Flat Road to the right, stay left. Begin shallow inside ditch with lead out to the left.	
242+55	End inside ditch. DNRC property line is 30 ft. ahead. Property line ends Little Doney Haul Road, begins Section 16 Main Haul Road.	

Mallory Spur* - Section 16 T15N R11W	
This 12-foot-wide restricted road is approximately 0.18 miles long. Use of this road is optional. The road is currently abandoned. If used, initial road work consists of minor clearing/brushing. If used, this road will require final maintenance with a possible intermediate blading as determined by the Forest Officer.	
Station (feet)	Notes
	<u>*Use of this road is optional, but if used, the following improvements must be made.</u>
0+00	Road starts at junction with Section 16 Main Haul Road (Station 3+35). Remove kelly hump and clear and brush road as needed.
9+75	End maintenance. Good spot for landing. Road continues but will not need to be used.

Moose Paddle Spur - Section 16 T15N R11W			
This 12-foot-wide restricted road is approximately 0.27 miles long. Initial road work consists of 100 ft. of new construction and 0.27 miles of maintenance consisting of clearing/brushing, minor widening/reconstruction, and BMP improvements. This road will require final maintenance with a possible intermediate blading as determined by the Forest Officer.			
Station (feet)	Notes	Materials Needed	
		Grade %	Side Slope % Left/Right
0+00	Road begins at junction with Section 16 Main Haul Road (Station 115+30). Approx. 100 ft. of new construction is needed to connect to existing road. Road grade is flagged with FLUORESCENT PINK coupled with NEON YELLOW ribbon. Clearing limits are painted with a single PINK "X" facing into the road centerline. A single PINK paint spot is also marked on the outside of the clearing limit trees facing into the cutting unit.	A5	-20/30
1+00	Intersection with existing roads, stay straight. Begin shallow inside ditch. Road running north/south will be reclaimed.		
2+15	Remove kelly hump. Continue inside ditch.		
4+05	Widen road slightly for next 100 ft. Continue inside ditch.		
5+45	End inside ditch. Install drain dip and top with pit run.	20 cu. yd. pit run	
11+95	Begin reconstructing road for approx. 75 ft. where it is too narrow and has slumped.		
14+25	End maintenance. Use bench above road for turnout landing. Road continues but shall not be used for hauling, however logs may be skid down the road. When skidding/hauling is complete, apply slash to road beyond this point to abandon it (approx. 150 ft.).		

Section 16 Main Haul Road - Section 16 T15N R11W

This 12-foot-wide restricted road is approximately 2.82 miles long. Initial road work consists of 0.63 miles of new construction (relocation, includes switchback construction) and 2.19 miles of maintenance consisting of BMP improvements including 3 CMP installations. 0.43 miles of road will be abandoned following the relocation. One stretch of reconstruction (400 ft.) will require significant widening and end hauling of material. Brushing and some new construction was completed on the first 1.69 miles of this road prior to the sale in Fall of 2025. Additionally, a 35 ft. portable steel bridge will be installed on this road under a separate contract. This road will require final maintenance with a possible intermediate blading as determined by the Forest Officer. Pit run and rock armor will be sourced from the sale area. Crushed gravel is also required; the Purchaser must furnish the gravel.

Station (feet)	Notes	Materials Needed
0+00	Road begins at DNRC property line, end of Little Doney Haul Road (Station 242+55).	
1+00	Existing pipe, clear outlet.	
2+35	Existing drain dip. Top with pit run. Elk Wallow Spur is to the left, improve junction. Continue straight.	10 cu. yd. pit run
3+35	Junction with Mallory Spur to the right. Stay straight.	
5+35	Replace existing drain dip with culvert for cross drainage. Top with pit run. Begin inside ditch for 50 ft.	18"x24' CMP, 20 cu. yd. pit run
6+00	End inside ditch.	
8+65	Existing drain dip. Begin shallow inside ditch for approx. 270 ft.	
11+45	End inside ditch.	
13+60	Existing drain dip. No work needed.	
17+25	Existing drain dip. No work needed.	
20+05	Junction with Crane Feather Road. Stay right. Place pit run at junction to build up low spot.	20 cu. yd. pit run
22+75	Existing drain dip. No work needed.	
25+40	Existing drain dip. No work needed.	
37+80	Improve slope of road, it is currently too outsloped. Use material from bank if necessary to build up road.	
46+60	Install new drain dip.	
56+60	Existing drain dip. No work needed.	
65+15	Existing culvert. No work needed.	
72+55	Existing drain dip. No work needed.	
76+50	Existing French drain ahead. Tire tracks are cutting too close to the edge on the right. Install pit run to improve depth of ditch and adjust road alignment. Be sure not to cover drain rocks with the pit run.	20 cu. yd. pit run
81+35	Junction with Birdsong Road, stay left.	
88+45	Existing drain dip, no work needed.	
89+45	<u>A 35ft portable steel bridge will be installed at this station under a separate contract between July 15 and August 31, 2026.</u> Use material from road widening at next station to build up road prism on the flat leading to bridge crossing on west side. Approx. 100 ft. will need to be raised at least 18 inches. Make sure radius of curve is at least 50 ft. for log trucks. Install one load of gravel on either side of bridge approach.	20 cu. yd. 1½" crushed gravel

90+50	Begin reconstructing road for 400 ft. Reconstruction will require clearing ROW trees above the cut slope, widening, and reshaping roadbed to have slight inslope to a shallow inside ditch. Cut slopes must meet 1:1 ratio and not become over steepened. SMZ boundary is immediately to the left - <u>ABSOLUTELY NO SIDE CASTING MATERIAL OVER THE FILL SLOPE.</u> Install slash filter along the fill slope. A significant amount of material will be removed for widening. Some excavated material will be used at the previous station to build up road leading to the bridge, but <u>any excess material must be end-hauled and stockpiled in the sale area,</u> location to be specified by the Forest Officer.		
94+70	End reconstruction. Intersection with a drop down road leading to irrigation ditch diversion to the left, stay straight. Top road from station 89+45 to 94+70 (525 ft.) with pit run for 4-inch surfacing.	100 cu. yd. pit run	
		Grade %	Side Slope % Left/Right
100+30	Junction: Cat Track Road is to the left, existing road to be abandoned is to the right, new construction begins here. Grade of new construction is flagged with FLUORESCENT PINK ribbon and painted with FLUORESCENT PINK paint above and below the grade ribbon. Clearing limits are painted with a single PINK "X" facing into the road centerline. A single PINK paint spot is also marked on the outside of the clearing limit trees facing into the cutting unit. Once new road is constructed, reclaim existing steep road by lightly ripping road surface, placing slash, and water bars (approx. 2,300 ft. of reclamation total).	F10	-5/10
101+10	Grade change, F10 to F12.	F12	15/-5
101+50	Junction with Hoot Owl Spur (new construction). See road log for Hoot Owl Spur for road notes.	F12	10/-10
102+55	Grade change, F12 to F8.	F8	30/-15
103+65	Install drain dip.	F8	45/-20
104+55	Grade change, F8 to F10.	F10	45/-35
105+50	Grade change, F10 to F12.	F12	25/-30
106+60	Grade change, F12 to F10.	F10	45/-25
107+20	Grade change, F10 to F5.	F5	40/-30
107+70	Intersection with existing steep road which will be abandoned. Install drain dip here.	F5	10/-10
108+70	Grade change, F5 to F10.	F10	-5/30
110+60	Grade change, F10 to F5.	F5	-20/25
111+10	Grade change, F5 to A5.	A5	-25/10
111+60	Grade change, A5 to F10.	F10	-5/5
115+30	New construction forks. Section 16 Main Haul Road will continue uphill to the right with a grade change, F10 to F5. Moose Paddle Spur will begin to the left. Left fork is flagged with FLUORESCENT PINK ribbon coupled with NEON YELLOW ribbon. Left fork grade is A5. See road log for Moose Paddle Spur for road notes.	F5	-20/30
116+50	Grade change, F5 to F10.	F10	-20/35
117+65	Install drain dip in draw. Top with 10 cu. yd. pit run. Grade change just ahead, F10 to F12.	F10	-20/30

118+95	New construction crosses old road prism. Will need to reconstruct old road to meet new grade and alignment.	F12	-20/35
119+75	New construction leaves the old road prism. Grade change, F12 to F6.	F6	-45/45
120+70	Install 18"x30' CMP in ephemeral draw. Rock armor inlet/outlet. Install shallow inside ditch for approx. 25 ft. on either side of culvert.	F6	-30/35
121+15	Grade change, F6 to F10.	F10	-35/40
123+60	Grade change, F10 to F6.	F6	-40/40
124+15	Install drain dip in draw. Top with 10 cu. yd. pit run.	F6	-25/30
124+45	Grade change, F6 to F10	F10	-25/35
125+05	Install drain dip. Begin centerline of switchback. Center line is flagged with ORANGE/BLACK STRIPED ribbon coupled with NEON YELLOW ribbon and painted with a FLUORESCENT PINK "CL". Grade line is still flagged with FLUORESCENT PINK ribbon. Follow specifications in Attachment B for switchback construction. Switchback is laid out at a 4% grade.	F4	-25/25
125+55	*Fill will be about 6 feet high here.*	F4	-20/30
126+15	*Fill will be about 6 feet high here.*	F4	-25/15
126+70	*Cut will be about 5 feet here.*	F4	-25/10
127+70	*Cut will be about 8 feet here.* Junction with Beetle Snag Road (also new construction). See road log for Beetle Snag Road for road notes.	F4	15/-20
128+35	*Cut will be about 4 feet here.*	F4	15/-5
129+05	End centerline. New construction crosses existing road prism just ahead. Install drain dip. Grade change, F4 to F10.	F10	20/-15
129+90	Grade change, F10 to F8.	F8	-10/0
131+05	Install drain dip and top with 10 cu. yd. pit run. Begin inside ditch on right. New construction crosses existing road prism again just ahead.	F8	10/-5
133+00	Grade change, F8 to F10. Continue inside ditch.	F10	-5/15
133+90	New construction meets existing road. End new construction. Blade existing road as needed to remove ruts and bumps. Continue shallow inside ditch on right.	F10	-5/15
134+90	Install drain dip with lead out to the left. Switch inside ditch from right side to left side of road. Continue blading as needed and clear trees within right-of-way.		
137+30	End inside ditch. Install drain dip and top with pit run.	10 cu. yd. pit run	
137+95	Junction with Unlucky Rabbit Road to the left, stay straight.		
138+75	Install drain dip.		
142+70	Begin reconstructing road for 660 feet. Reconstruction will include clearing trees within ROW, slightly widening road, and reshaping road prism to remove ruts and bumps. Install inside ditch on reconstruction.		
144+10	Install culvert for ditch relief. Rock armor inlet/outlet. Continue inside ditch and reconstruction.	18"x18' CMP	
149+35	End inside ditch. End improvements – property line with DFWP.		

Section 36 Cutoff Road* - Section 36 T15N R11W

This 12-foot-wide open road is approximately 0.34 miles long. This road is not required for the timber sale but **may provide better visibility when entering the highway as opposed to the county road.** If used, initial road work consists of minor clearing/brushing and BMP improvements. If used, this road will require final maintenance with a possible intermediate blading as determined by the Forest Officer.

Station (feet)	Notes
	<u>*Use of this road is optional, but if used, the following improvements must be made.</u>
0+00	Road begins at the junction with Highway 200. Clear any vegetation crowding the road.
1+15	Widen corner and fence opening as needed for log trucks. Fence opening does not need a gate.
4+80	Limb branches overhanging the road.
10+80	Begin blading road to remove center hump for approx. 300 feet.
14+00	End blading.
17+95	End of road. Junction with Upper Dry Gulch Road.

Unlucky Rabbit Road - Section 16 T15N R11W

This 12-foot-wide restricted road is approximately 0.11 miles long. Initial road work consists of moderate clearing/brushing. This road will require final maintenance with a possible intermediate blading as determined by the Forest Officer.

Station (feet)	Notes
0+00	Road begins at junction with Section 16 Main Haul Road (Station 137+95). Clear, brush, and grub road.
5+65	Property line with DFWP. End of maintenance. Remove kelly hump (DFWP plans to use this road in the near future).

Whitetail Shed Spur - Section 16 T15N R11W

This 12-foot-wide restricted road is approximately 0.38 miles long. It is currently impassible due to water bars and small brush and vegetation growing in the road. Initial road work consists of clearing/brushing/grubbing and minor reshaping. This road will require final maintenance with a possible intermediate blading as determined by the Forest Officer.

Station (feet)	Notes
0+00	Road begins at junction with Birdsong Road (Station 22+25). Brush and grub road and remove water bars.
20+30	End of road.

IX. SPECIFICATIONS AND DRAWINGS

A. REQUIREMENTS: Any construction requirements or structures shown in the Timber Sale Contract or Attachment B shall be constructed and installed by the Purchaser to specifications in this section. Structures shall be constructed at locations shown in the Road Log and as specified or staked by the Forest Officer.

B. SPECIFICATIONS:

1. Road Construction Fabric: When road construction fabric is required the following specifications shall be met: minimum twenty mills thick with minimum trapezoid tear strength (ASTMD-1117-80) of 110 and mullen burst strength (ASTMD-3786-80) of minimum 375 psi; (e.g. Mirafi 500x or AMOCO 200208).

C. SPECIFICATION TABLES AND DRAWINGS:

GENERAL SPECIFICATIONS

GRASS SEEDING SPECIFICATIONS

GRAVEL AND END HAUL FILL MATERIAL SPECIFICATIONS

CLEAR LIMITS AND TYPICAL CROSS SECTIONS

CLEAR LIMIT DEFINITIONS FOR EXISTING ROADS

STANDARD DRAIN DIP FOR SINGLE LANE ROAD

SLASH FILTER WINDROW

CULVERT INSTALLATION REQUIREMENTS

STREAM CROSSING & WET SITE CULVERT INSTALLATION

HIGHWAY SAFETY SIGNS

WARNING SIGN SPECIFICATIONS

BRIDGE – TEMP CLT INSTALLATION

SWITCHBACK REQUIREMENTS & SPECIFICATIONS

SPRING CREEK GUIDE RAILS

GENERAL SPECIFICATIONS	
<p>ALIGNMENT</p> <p>Minimum Curve Radius:</p> <p>Switchbacks: 50 Feet</p> <p>Curves: As marked on the ground</p>	<p>CUT SLOPE RATIO</p> <p>Common excavation: 1:1</p> <p>Angular Rock: 3/4:1</p> <p>Solid Rock: 1/4:1</p> <p>Maximum tolerance: plus 15% minus 0%</p>
<p>ROAD GRADE MAXIMUM</p> <p>Favorable: 12%</p> <p>Adverse: 8%</p> <p>Grades as shown in the Road Log</p>	<p>FILL SLOPE RATIO</p> <p>Common material: 1-1/2:1</p> <p>Angular rock: 1-1/3:1</p> <p>Maximum tolerance: plus 15% minus 0%</p>
<p>DITCHES</p> <p>Width: 3 feet</p> <p>Depth: 1 foot</p> <p>Located as shown in the Road Log or as directed by the Forest Officer</p>	<p>TURNOUTS</p> <p>Length: 75 feet</p> <p>Width: 7 feet</p> <p>Located by Purchaser and approved by the Forest Officer. Spacing will be intervisible as topography allows.</p>
<p>USABLE ROAD SURFACE</p> <p>Tangents: 14 feet</p> <p>Curves: 16 feet (radius over 75 feet) 20 feet (radius under 75 feet)</p> <p>Switchbacks: 22 feet</p> <p>Slough widening: Tangents: 1 foot (in addition to usable road surface) Curves and all fills over 6 feet height: 2 feet.</p>	<p>TURNAROUNDS</p> <p>Dimensions: large enough to safely turn around a long wheel base 2-wheel-drive pickup.</p> <p>Location: at or near the end of all dead end roads as approved by the Forest Officer.</p>

GRASS SEEDING SPECIFICATIONS

A. SEED REQUIREMENTS: The Purchaser shall furnish certified noxious weed-free, pure live seed mixture(s) and fertilizer in the amounts shown in Table B-2. Total pounds mixed seed is pure live seed, corrected for germination and purity. Germination and purity tests must have been conducted within the last 6 months prior to delivery. Purchaser shall furnish documentation of germination and purity tests to the Forest Officer prior to application.

B. APPLICATION REQUIREMENTS:

1. Fertilizer and seed may be applied with a hand spreader or power blower, which adjusts to distribute seed evenly at the specified rate while limiting application to the desired area. Seed and fertilizer shall be applied separately. Mixing of seed and fertilizer is prohibited.
2. Seed and fertilizer shall be applied as listed in the following tables. In the event weather conditions or time of year are not conducive for successful seed establishment, the Forest Officer may require a different application schedule from the ones stated.
3. Application estimates are approximate figures only to be used for estimating purposes.

SEEDING CONCURRENT WITH ROAD CONSTRUCTION

Areas shown in this table shall be seeded concurrent with initial road construction according to the following schedule:

Cut slopes shall be seeded within 7 calendar days of the day that each segment of cut slope is rough shaped with the dozer or excavator. A cut slope segment is defined as one day's work regardless of the amount of work accomplished or the length of the cut slope. Even if the driving portion of the road is not shaped, graded or drivable, cut slope seeding is still required.

FILL SLOPES, DITCHES, SHOULDERS OF THE ROAD AND OTHER DISTURBED AREAS SHALL BE SEEDED WITHIN 15 CALENDAR DAYS AFTER COMPLETION OF EACH ROAD SEGMENT.

Road Name	Approx. Length (to be seeded)	Estimated Acres
Beetle Snag Road	1,070 ft.	0.59
Cat Track Road	100 ft.	0.05
Elk Wallow Spur	340 ft.	0.19
Hoot Owl Spur	215 ft.	0.12
Little Doney Haul Road	900 ft.	0.49
Moose Paddle Spur	75 ft.	0.04
Section 16 Main Haul Road	4,420 ft.	3.06
Total pounds mixed seed per acre:		25
Total estimated acres:		4.54
Total pounds mixed seed:		113

SEEDING FOLLOWING FINAL BLADING Areas shown in this table shall be seeded within 15 calendar days after completion of final road blading and shaping.			
Road Name	Length	Seed pounds per acre	Estimated Acres
All sale roads	Up to 12 mi.	25	18
Total Pounds Mixed Seed: 450			

GRAVEL AND ROCK SPECIFICATIONS	
Material	Specifications
1 ½" minus crushed gravel	Crushed gravel. Well graded. Fine fraction (minus 200 sieve) not to exceed 15%
Pit run gravel	Native gravel, well graded, with binder, compactable and not containing any rocks over 4" diameter.
Drain rock	1"- 3" diameter, screened clean rock.
General Large Rock Requirements Stone shall be hard, durable, angular in shape, resistant to weathering and weather action, and free from overburden, soil, and organic matter. Stone must be hard enough so pieces do not fracture or break during the loading, hauling, or placement activities. Neither breadth nor thickness of stone shall be less than one-third its length. Rounded stone or boulders from a streambed will not be accepted unless authorized by the State.	
Rock armor	Large rock with most sizes ranging from 6" to 12" diameter, used to armor fill slopes and catch basins.
Talus rock	Large rock of variable sizes used as load-bearing fill or drainage rock in soft areas or French drains, as approved by Forest Officer.
Energy dissipators	Large rock 18-24" diameter placed in streams at culvert outlets.

SPECIFICATION DRAWINGS

Clear Limits and Typical Cross Sections

CLEARTPK.WPG

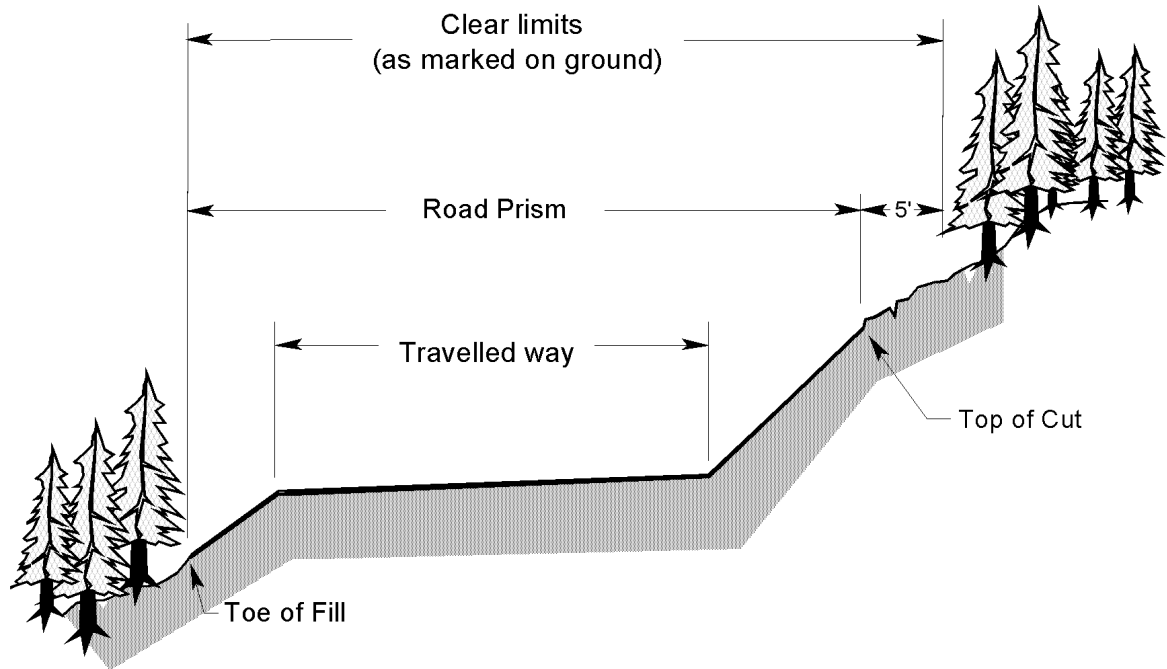


Figure I: Clear limits for New Construction

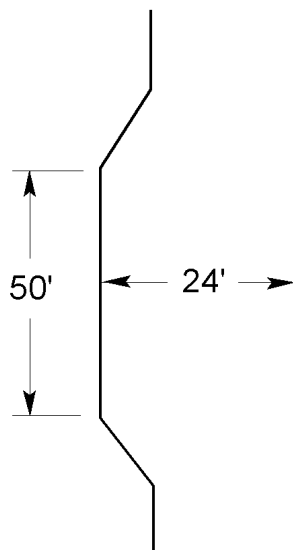


Figure II:
Typical turn out
construction

Attachment B (page 27 of 37)

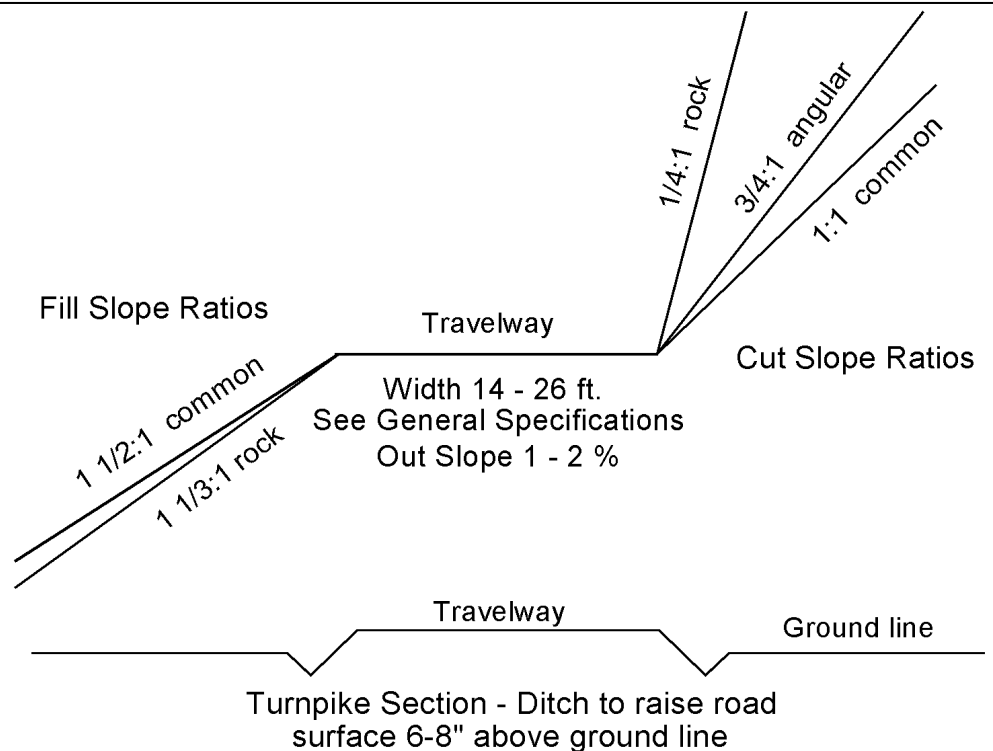
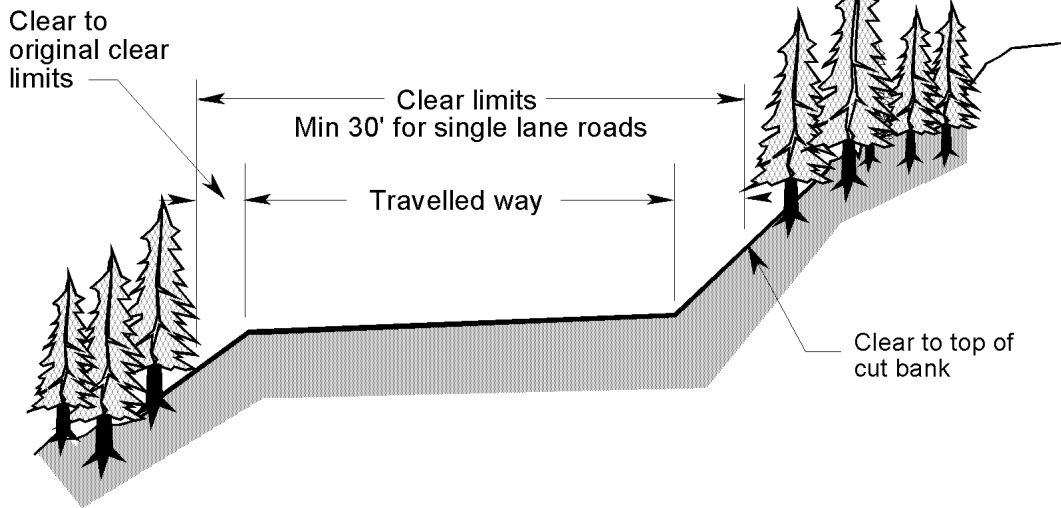


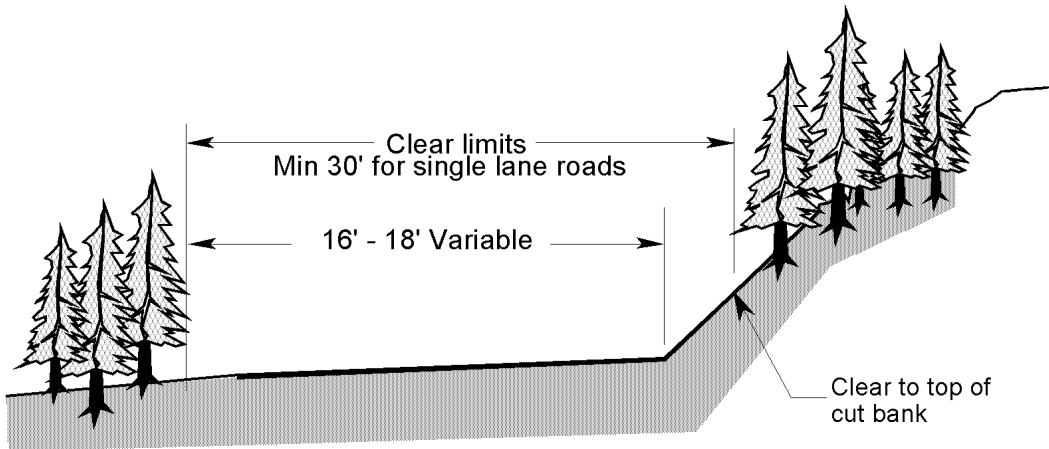
Figure III: Typical Cross Sections

Doney-Gal Timber Sale Contract

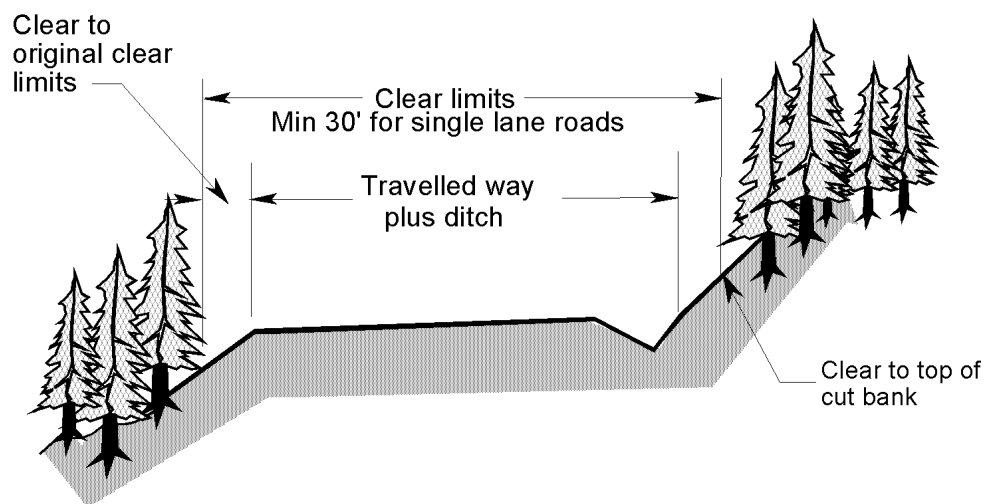
CLEAR LIMIT DEFINITIONS FOR EXISTING ROADS



For outsloped roads - 12' to 16' on tangents



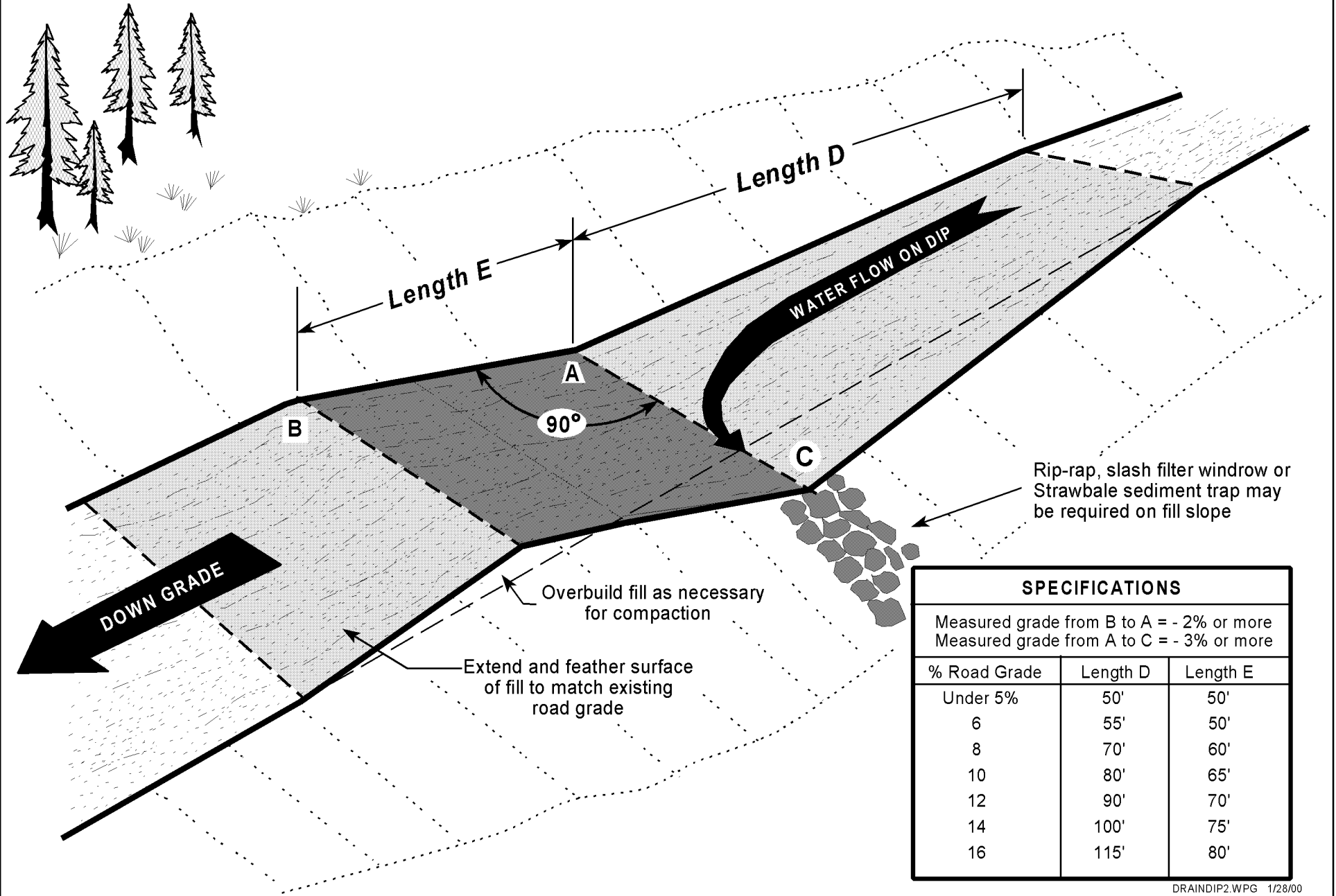
For both outsloped and ditched roads -
greater than 16' wide on tangents



For ditched roads - 12' to 16' wide on tangents

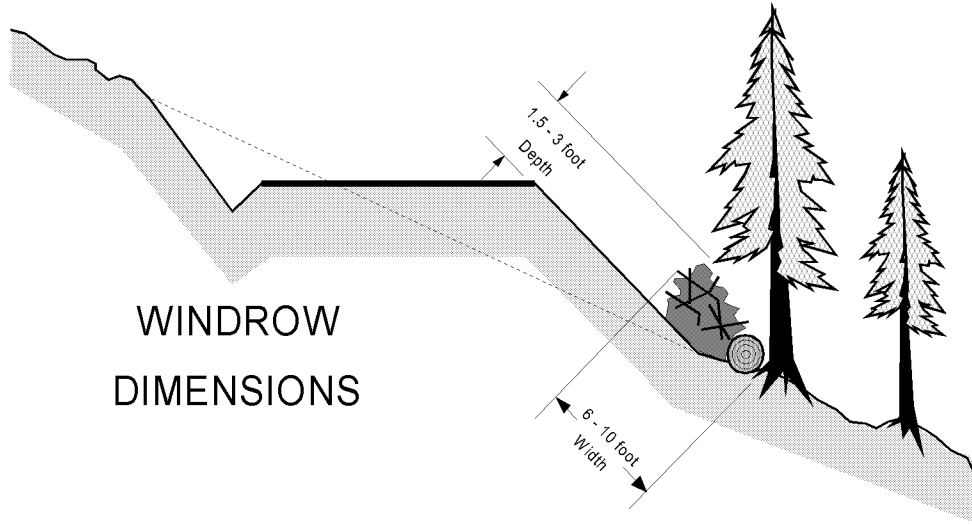
AW 5/95 CLEARXST.WPG

STANDARD DRAIN DIP FOR SINGLE LANE ROAD

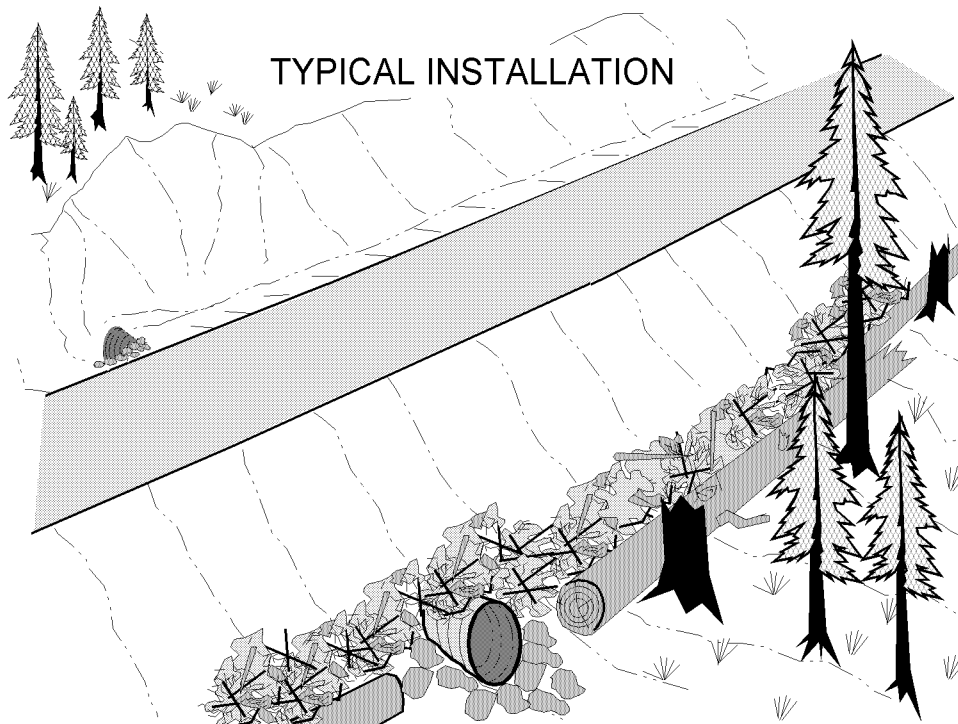


DRAINIP2.WPG 1/28/00

WINDROW DIMENSIONS



TYPICAL INSTALLATION



SLASH FILTER WINDROW SPECIFICATIONS

Materials must be stockpiled prior to construction of windrows.

Cull logs must be anchored in place against undisturbed stumps, large rocks or trees at the toe of the fill.

Slash must be placed above the logs with a backhoe and tamped into place with the bucket.

Slash should be tamped so it is embedded approximately 6 inches into the fill surface to prevent water from running under the windrow.

Slash, limbs and tops must be smaller than 12 feet long and 6 inches diameter. Stumps and root wads may not be used.

Anchor logs must be larger than 16 inches diameter. Reasonably sound cull logs may be used.

Windrows shall not interfere with the functioning of drainage structures or block stream channels.

All locations will be staked or flagged by the Forest Officer.

When Installing windrows over the top of culverts, pipe length must be increased by 3 - 4 feet to accomodate windrow placement.

CULVERT REQUIREMENTS

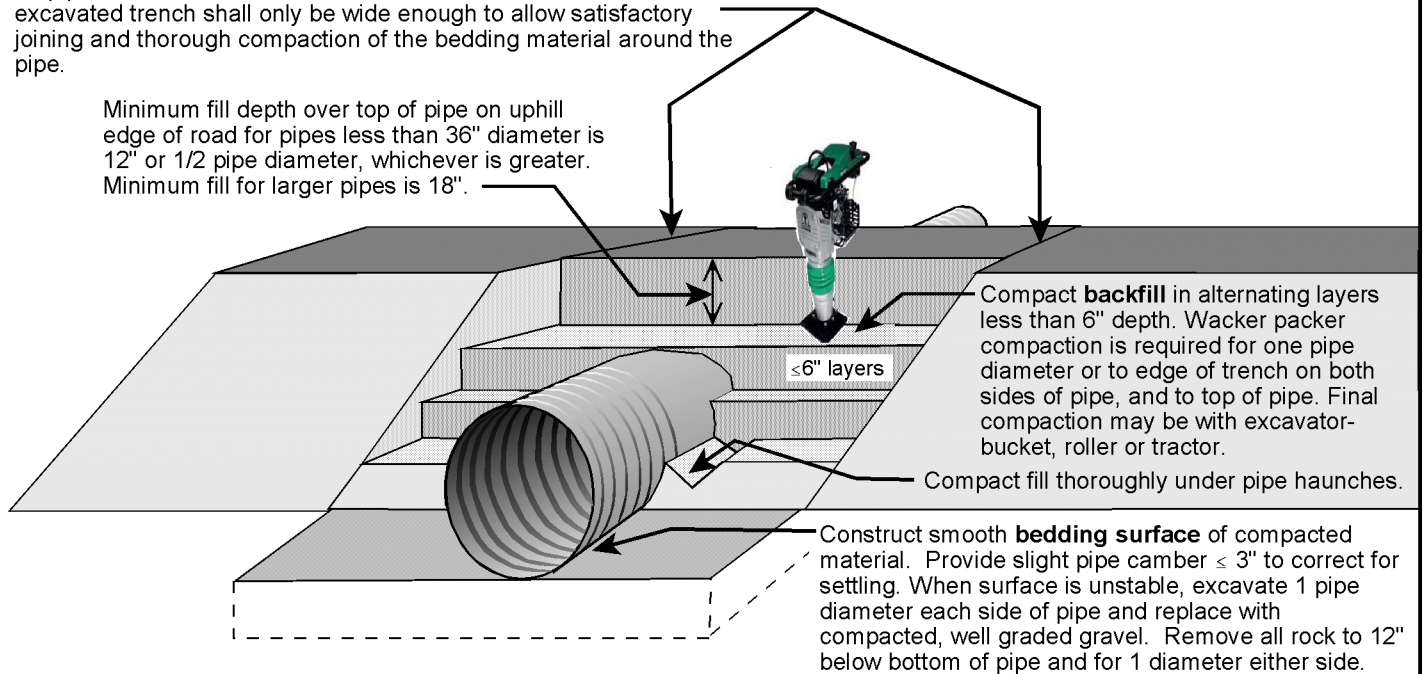
ATTACHMENT B

- ▶ Exact locations for pipes shall be determined by the Forest Officer after right of way has been cleared.
- ▶ Backfill shall be select, sorted material. Gravel may be required in road log. If native backfill is used, rocks over 3 inches diameter, organic or frozen materials are not permitted.
- ▶ Pipe shall be protected by adequate fill before equipment is allowed to cross.
- ▶ Pipe that is damaged or improperly installed shall be repaired or replaced at purchaser's expense.
- ▶ The Forest Officer must be contacted two days before any culvert installation and must be present for any wet site culvert installation.
- ▶ Wet site installations will have additional requirements for timing, erosion control and management.

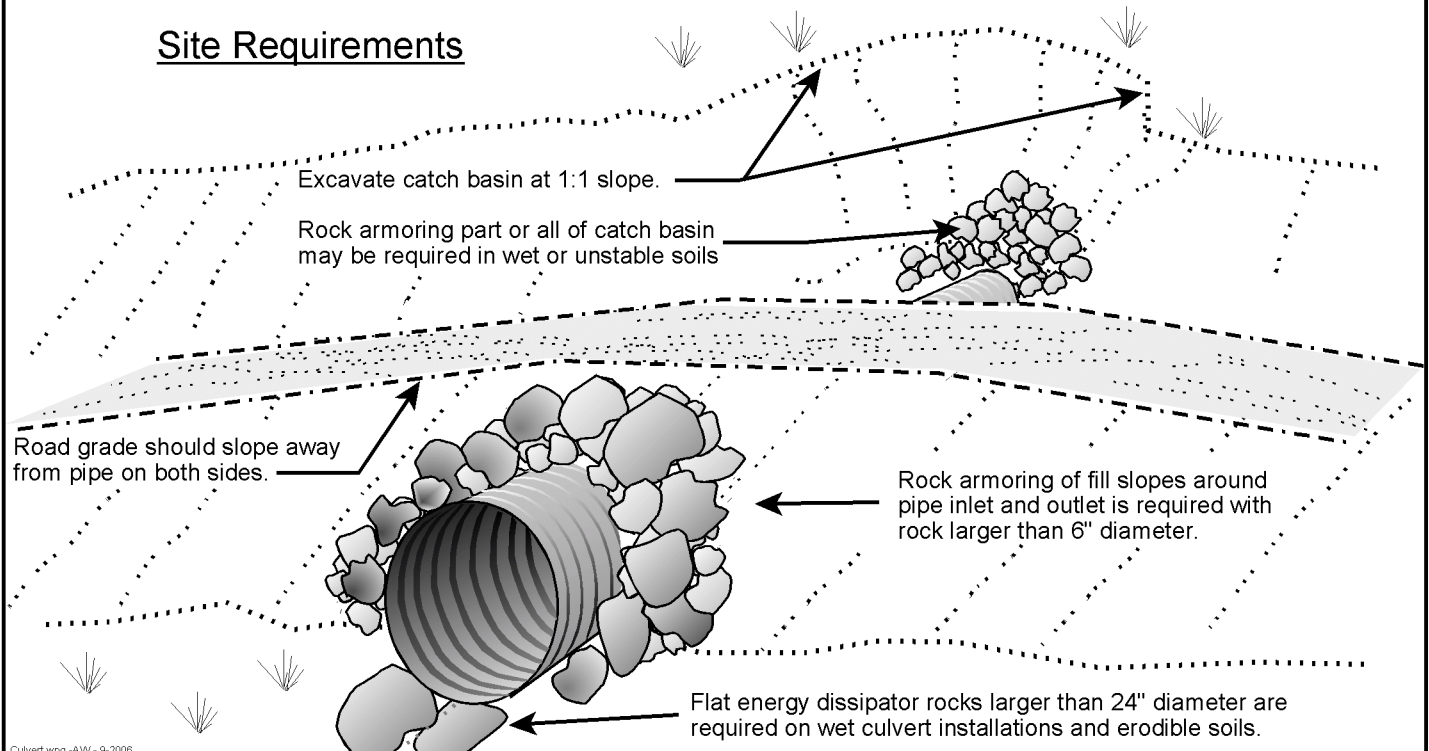
Installation Requirements

All pipes shall be installed with a backhoe or excavator. The excavated trench shall only be wide enough to allow satisfactory joining and thorough compaction of the bedding material around the pipe.

Minimum fill depth over top of pipe on uphill edge of road for pipes less than 36" diameter is 12" or 1/2 pipe diameter, whichever is greater. Minimum fill for larger pipes is 18".

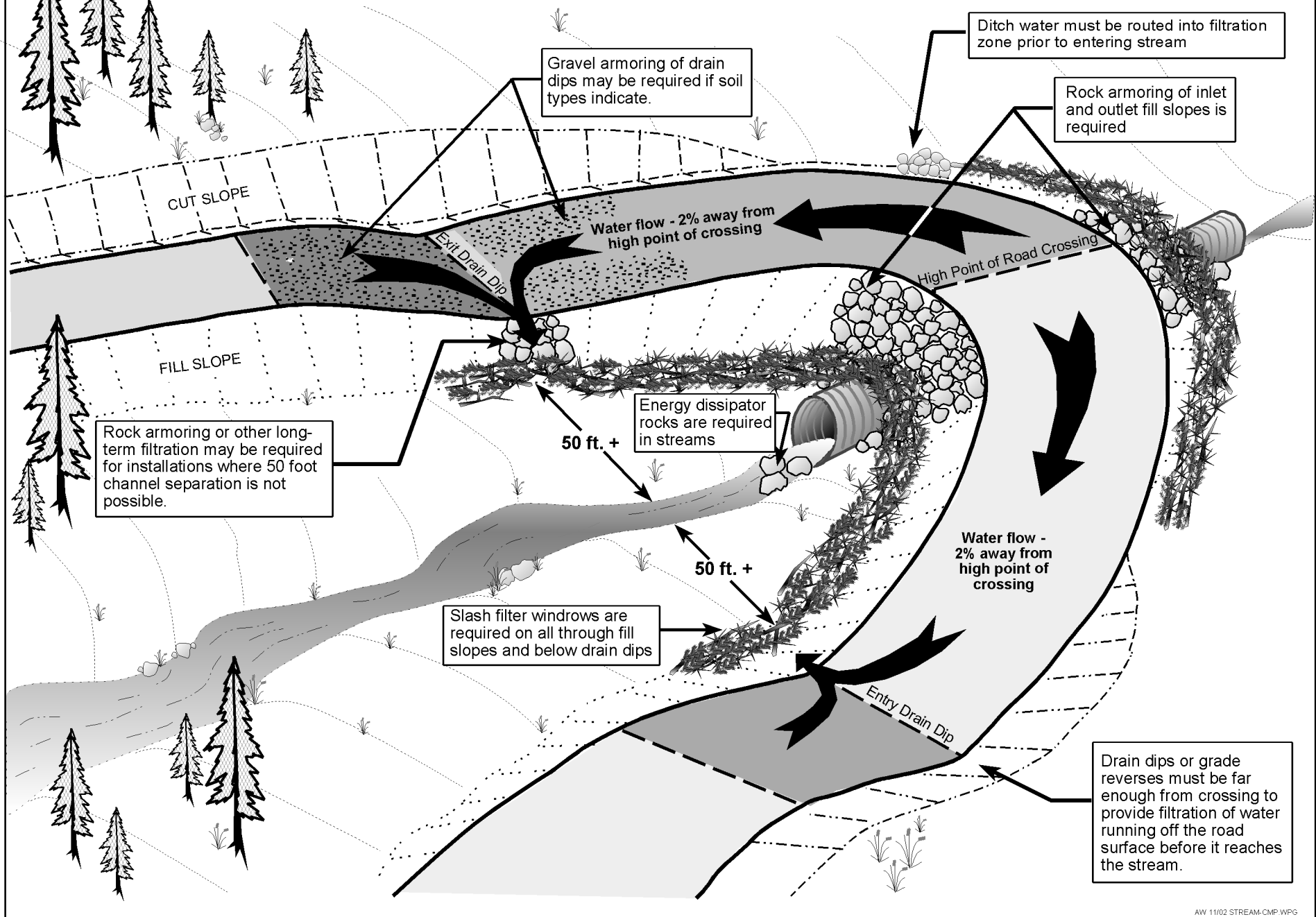


Site Requirements



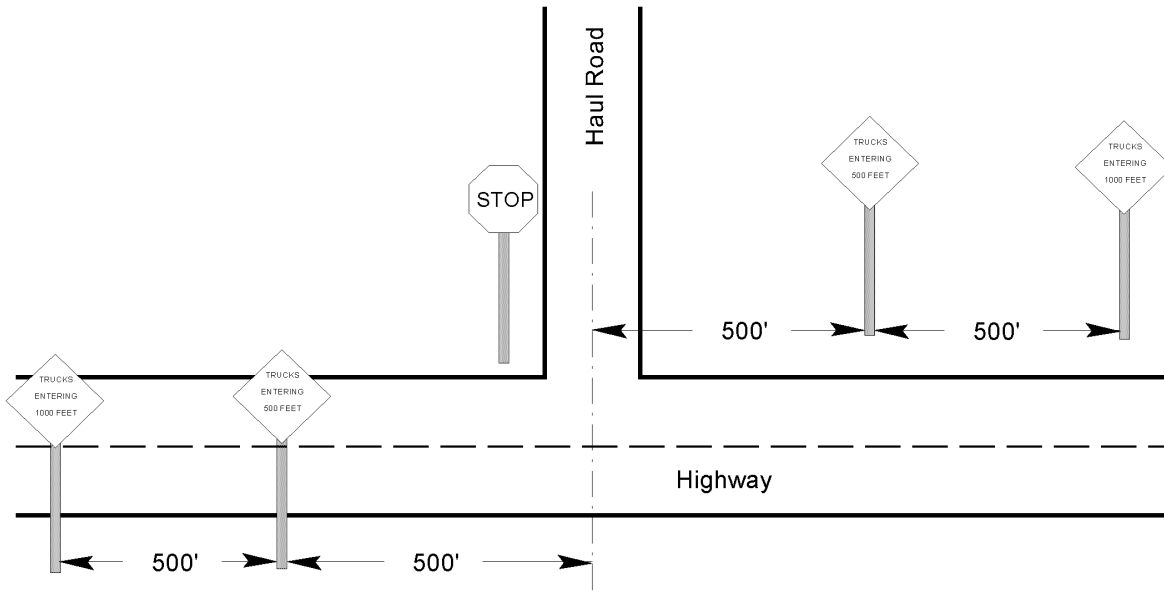
Culvert.wpg -AVV - 9-2006

TYPICAL STREAM CROSSING OR WET SITE CULVERT INSTALLATION



AW 11/02 STREAM-CMP WPG

HIGHWAY SAFETY SIGNS



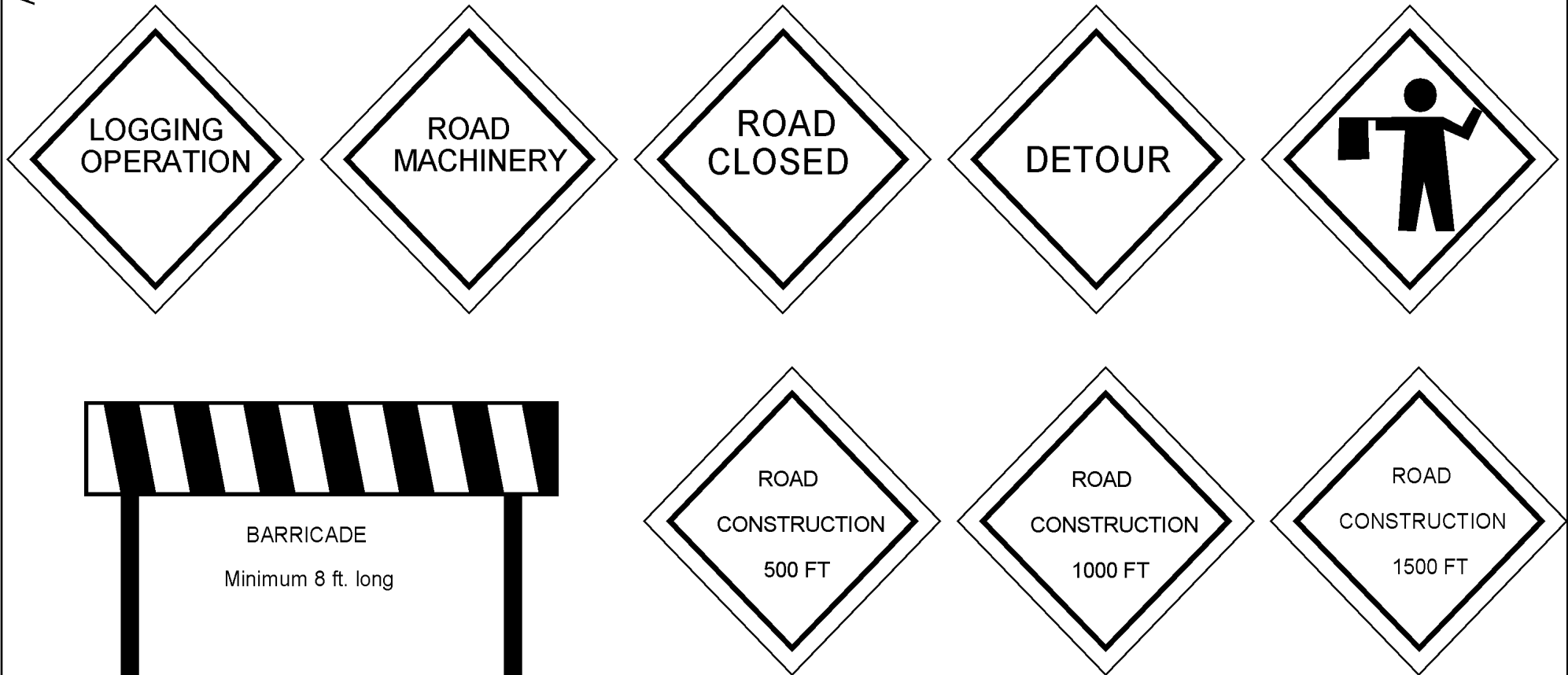
Materials Required

- 1 each 4"x4"x10' full pressure treated wood post.
- 4 each 4"x4"x14' full pressure treated wood post.
- 1 each 30"x30" STOP sign, aluminum, octagon, white letters on red.
- 2 each 36"x36" TRUCKS ENTERING 500' sign, aluminum, diamond, black letters on orange, center hinged.
- 2 each 36"x36" TRUCKS ENTERING 1000' sign, aluminum, diamond, black letters on orange, center hinged.
- Mounting hardware as required.

Specifications

1. All signs shall have reflectorized background and shall meet all specifications as per Manual on Uniform Traffic Control Devices.
2. All signs shall be new condition.
3. Bottom of sign shall be 5' vertical as measured from the roadway surface.
4. Lateral clearance of "TRUCKS ENTERING" signs shall be 10' as measured from the edge of pavement to the edge of sign.

Warning Sign Specifications



Size: 30"x 30"

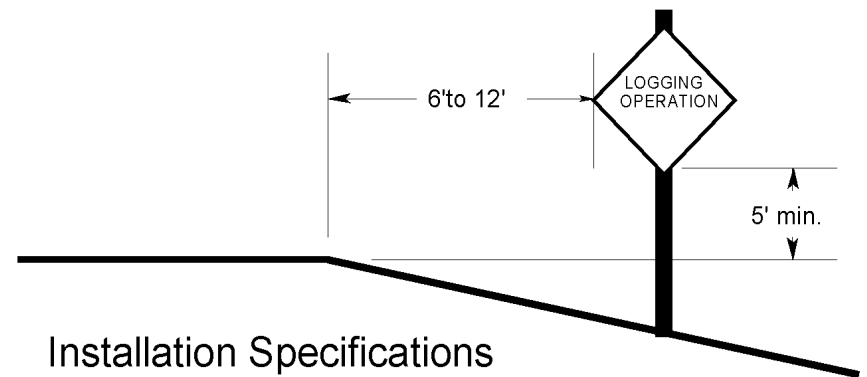
Shape: Diamond

Color: Diamond: Orange and Black. Barricade: Red and Silver

Lettering: Minimum 4 inch letters. Standard Alphabet
Series C. 1/2 inch Border.

Reflective Background Required

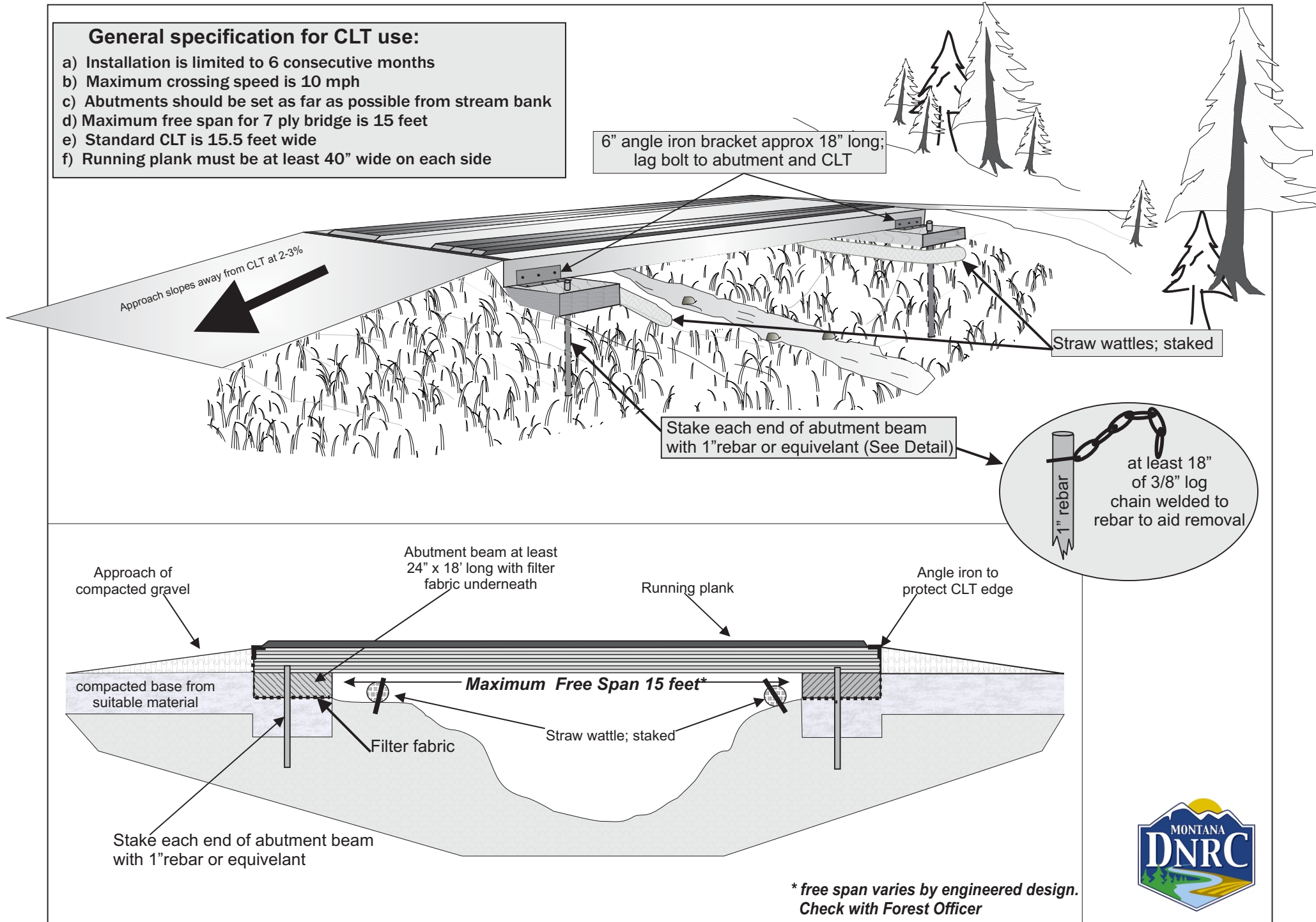
Mounting: Posts or portable sign stands, clearly visible to
drivers. Do not mount on trees.



Typical Stream Crossing Using Temporary CLT Bridge

General specification for CLT use:

- a) Installation is limited to 6 consecutive months
- b) Maximum crossing speed is 10 mph
- c) Abutments should be set as far as possible from stream bank
- d) Maximum free span for 7 ply bridge is 15 feet
- e) Standard CLT is 15.5 feet wide
- f) Running plank must be at least 40" wide on each side

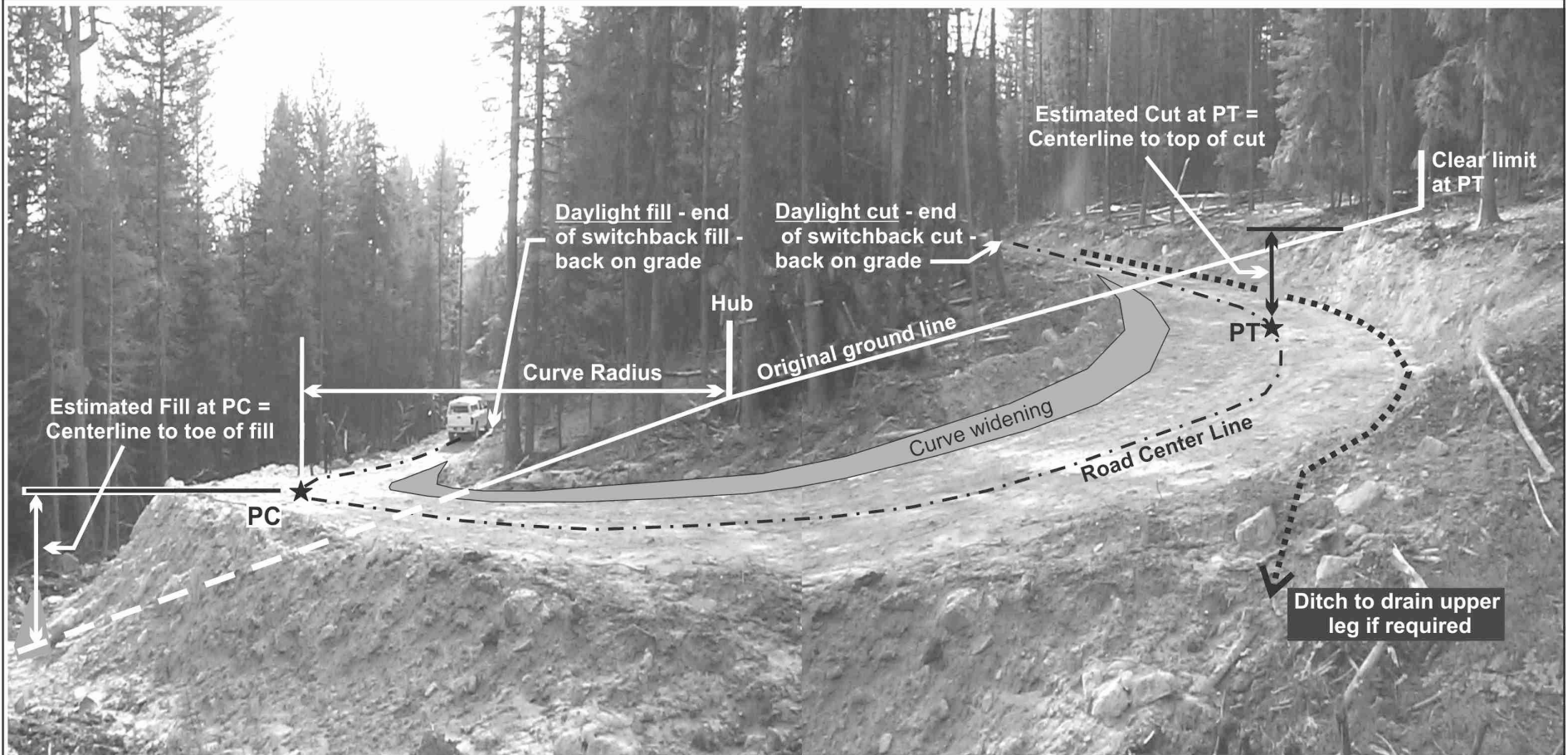


* free span varies by engineered design.
Check with Forest Officer



SWITCHBACK REQUIREMENTS

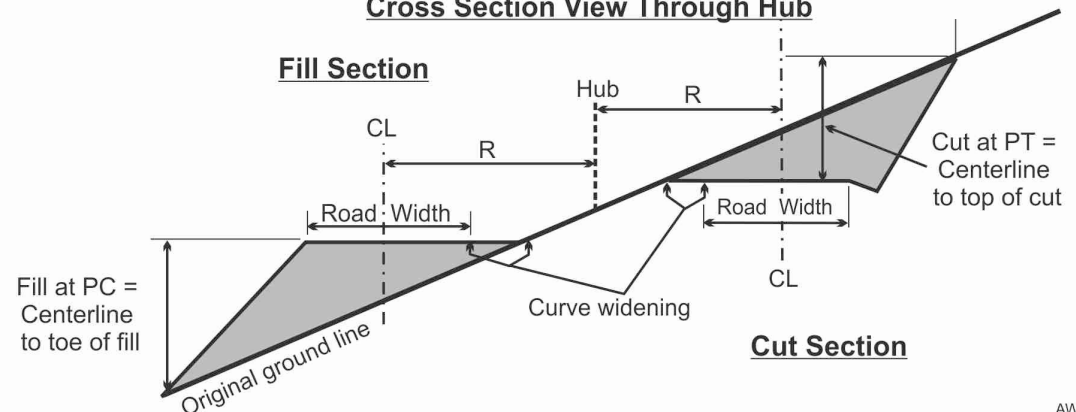
Attachment B



Specifications

Grade through curve - PC to PT:	<u>+4%</u>
Grade from PC to daylight fill:	<u>+6%</u>
Grade from PT to daylight cut:	<u>+6%</u>
Estimated fill depth at PC = centerline to toe of fill:	<u>8.2'</u>
Estimated cut depth at PT = centerline to top of cut slope:	<u>6.5'</u>

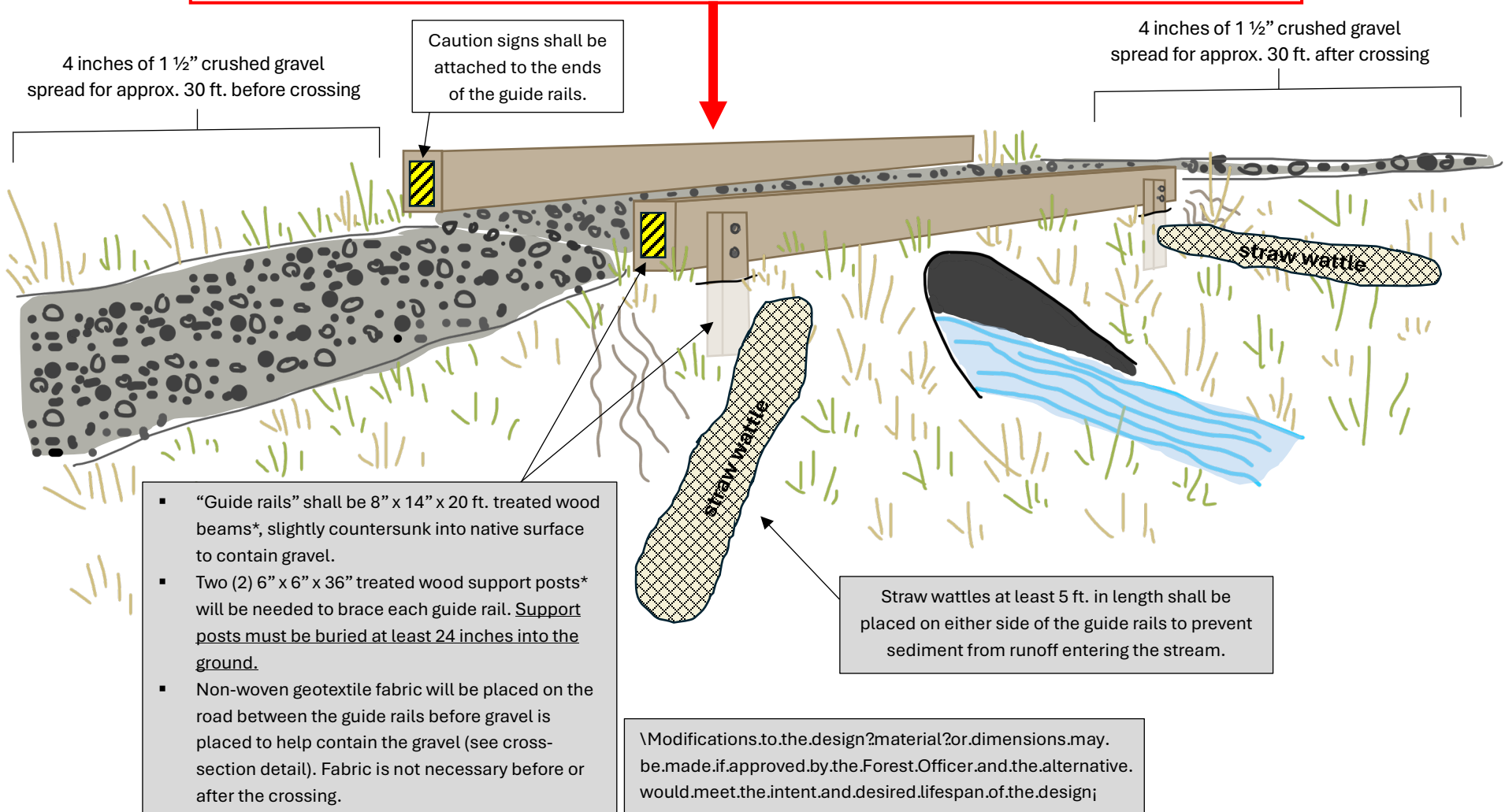
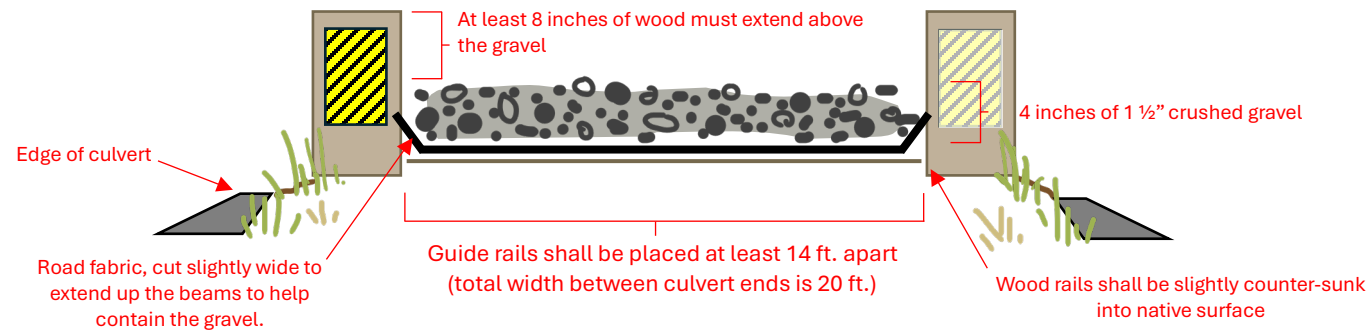
Cross Section View Through Hub



AW - 5/4/11

CROSS-SECTION

NOT TO SCALE



FOREST FIRE RULES & REGULATIONS

These rules apply to all activities on all classified forest lands within Montana during the legal Forest Fire Season, including any extension thereof (see 77-5-103(3), 76-11-101, 76-13-102(7), and 76-13-109 MCA). Reference also ARM 36.10.119 through 132.

Related State statute numbers are provided as a reference.

RULE I - DEBRIS BURNING

1. The person conducting the burn shall obtain written authorization from the recognized fire protection agency before igniting any open fire during the legal forest fire season (required by 76-13-121 MCA). The recognized fire protection agency may deny, restrict, or rescind any authorization by notifying the person conducting the burn.
2. All burning must comply with the Department of Environmental Quality or State/county/local open burning regulations.
3. Written authorization is not required for campfires.

RULE II - CAMPFIRES

1. Campfires cannot be left unattended and must be completely extinguished (see 76-13-123 MCA).
2. All campfires must be constructed in cleared or bare areas, and not allowed to spread beyond the established ring, pit, grate, or container.
3. Anyone igniting a campfire is required to have fire tools listed in Rule VIII (4).

RULE III - RAILROADS AND POWERLINES

Railroad and powerline companies are required to prepare and annually update working agreements with recognized fire protection agencies. These agreements must stress safety and fire response procedures; and identify, remove, prevent, modify, abate, or correct forest fire hazards and risks associated with railroad and powerline company operations (see 69-14-721 MCA).

RULE IV - EQUIPMENT

1. All internal combustion engines must be equipped with an approved and effective spark-arresting system, as established in the National Wildfire Coordinating Group's Spark Arrester Guides. Spark-arresting devices must be marked, properly installed, and maintained in accordance with the Guides. The following vehicles are exempt:
 - a. automobiles and light trucks of less than 23,000 GVW when all exhaust gases pass through a properly installed and maintained exhaust system, baffle-type muffler, and tailpipe. Vehicles with glass-pack mufflers do not qualify for the exemption.
 - b. heavy-duty trucks of 23,000 GVW or greater, with a muffler and vertical stack exhaust system extending

above the cab.

- c. vehicles with other spark-arresting systems providing equal or increased effectiveness. Such vehicles must be inspected and have written authorization from the recognized fire protection agency.

2. Equipment used for commercial, ranching, or industrial activities must meet the fire extinguisher and tool requirements listed in Rule VIII (5).

RULE V - FLAMING AND GLOWING SUBSTANCES

1. All flaming and glowing substances, including but not limited to, lighted cigarettes, cigars, ashes, and matches, must be extinguished before being discarded (see 76-13-124 MCA).
2. Smoking is allowed only at areas free of flammable or combustible material. Examples of these areas include a graveled road or an enclosed vehicle.

RULE VI - FIREWORKS

Use of fireworks is prohibited on all classified forest lands unless written authorization is obtained from the recognized fire protection agency. Authorization will only be considered between June 24 and July 5, inclusive, to coincide with the legal dates for the sale of fireworks in Montana (see 50-37-106 MCA).

RULE VII - WILDLAND/URBAN INTERFACE

1. County governments without subdivision wild-fire protection standards are encouraged to establish standards for all new subdivisions by January 1, 2000.
2. The Fire Protection Guidelines for Wildland/Residential Interface Development (DSL/DOJ, 1993) is available for use to assist counties in the development of standards.

RULE VIII - FIRE EXTINGUISHERS AND FIREFIGHTING TOOLS

1. Chainsaw operators shall carry a fully charged and operable fire extinguisher, minimum-capacity 8-ounce liquid or 1-pound dry chemical, with a 4BC or higher rating.
2. Vehicles and equipment, mobile or stationary, with a combustion engine/motor used for commercial, ranching, or industrial activities must have one operable, dry-chemical fire

extinguisher with a minimum 2-1/2 -pound capacity and 4BC or higher rating.

3. Chainsaw operators shall maintain one usable shovel at chainsaw-fueling sites.
4. All persons or parties igniting a campfire shall have one usable shovel and bucket. Persons igniting a barbecue need not have a shovel or bucket if the ashes are not removed from the container and the ashes or container are not placed on or near combustible material.
5. All commercial, ranching, or industrial activities must have:
 - a. one usable shovel or pulaski with each vehicle and equipment with an internal combustion engine/motor, mobile or stationary.
 - b. one backpack pump with each vehicle and with any equipment, used off road, mobile or stationary, with an internal combustion engine/motor, that cannot be used to build fireline and is being operated on combustible material.
6. Other types of firefighting tools that provide increased efficiency or effectiveness may be substituted by written authorization from the recognized fire-protection agency. For example, a [combi] firefighting tool may be substituted for a shovel or pulaski.

RULE IX - FOREST ACTIVITY RESTRICTIONS

In areas designated by public proclamation by the administrator, division of forestry, as areas of high fire hazard, the administrator may request all persons, firms, or corporations present or engaged in any activity in the areas to voluntarily cease operations or to adjust working hours to less critical periods of the day. In the event such a request is refused, the administrator may issue a written order directing compliance.

RULE X - FOREST CLOSURE

1. During periods of dangerous fire conditions, no person may enter or be upon those forest lands designated by public proclamation by the governor of the state of Montana as areas of dangerous fire hazard except under written permit issued by a recognized agency.
2. Permits to enter upon such areas during the closure may be issued by the recognized agency upon a showing of real need by the applicant. Permits may be issued to those persons having actual residence as a permanent or principal place of abode in the forest lands designated or to persons engaged in non-fire hazardous employment.
3. However, no permit may be required of persons engaged in either firefighting, fire prevention, or law enforcement who are engaged in official business.

RULE XI - CORRECTION OF HAZARD AND UNUSUAL CIRCUMSTANCES OR EVENTS

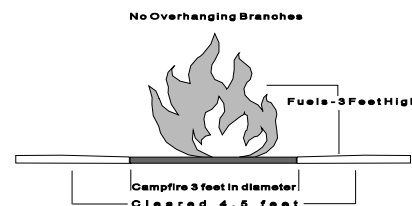
The recognized fire-protection agency may require identified wildland-fire hazards and/or risks be halted, prevented, abated, removed, disposed of, mitigated, or patrolled. This applies to public, private, nonprofit, commercial, and/or residential circumstances or events.

RULE XII - REQUEST FOR REVIEW

If any operator believes that in his case any requirement of a recognized agency is excessive, the operator may request the administrator, division of forestry, to review the requirements. If in the opinion of the administrator any or all are not necessary in the interest of public safety, he may make such changes as he considers advisable.

RULE XIII - DEFINITIONS

Backpack Pump: 5-gallon minimum; standard galvanized metal, fiberglass, or rubberized backpack water container with attached handpump; full of water at all times.



Bucket: Metal, plastic, canvas, or fiberglass container capable of holding at least one gallon of water. Motorcycle helmets qualify. **[Campfire]** means a fire set for cooking, warming, or ceremonial purposes; not more than 3 feet in diameter or height; void of overhanging branches; with all combustible material cleared at least 1-1/2 times the diameter of the fire; or a barbecue in a noncombustible container.

Combi Tool: A tool combining a shovel and pick.

Fireworks: As defined in 50-37-101 MCA.

Forested Land: As defined in 76-13-102 MCA and 36.10.101 ARM.

Hazard: Condition that promotes the ignition and/or spread of a wildland fire.

Open Fire: The burning of a bonfire, rubbish fire, or other fire in an outdoor location where fuel being burned is not contained in a closed incinerator, or outdoor fireplace. Barbecue pits and burn barrels are considered open fires and therefore require a burning permit (Rule I).

Pulaski: An ax with a medium size sharp grub hoe opposite the ax blade.

Recognized Fire-Protection Authority: An agency organized for the purpose of providing fire protection and recognized by the board as giving adequate fire protection to forest lands in accordance with rules adopted by the board.

Risk: Action or device that could cause a wildland fire to ignite.

Shovel: Vehicle, equipment, and chainsaw operator shovels will have a minimum overall length of 36 inches with a round pointed shovel head with a minimum width of 6 inches. Shovels required for campfires must be at least 24-inches in length with a pointed shovel head. Folding handles qualify.

RULE XIV - APPLICABILITY

The forest fire rules, Rule I through Rule XIII, (ARM 36.10.119 through 30.10.132) are in effect each year on classified forest land during the forest fire season May 1st to September 30th inclusive, or any legal extension thereof. Requirements pertaining to motor vehicles do not apply to those being operated solely on roads that are a part of federal or State maintained highway systems or on any paved public road.



WORKING IN BEAR HABITAT



12/03/12

Grizzly bear distribution is expanding in Montana and human/bear encounters are becoming more common. Working in bear habitat increases the likelihood of interactions with bears. It is important for contractors and their employees to be aware of steps that can be taken to minimize conflicts and how to react if an interaction occurs. This pamphlet provides information about bear behavior, preventive measures, and what to do in the event an encounter occurs. *This pamphlet is intended to provide information about possible ways of avoiding encounters with bears. It should not, however, be relied on as the sole means of doing so. In addition to adhering to the guidelines outlined in this document, you should always rely on your experience, training, education and judgment about the best, safest manner to avoid encounters with bears.*

ENCOUNTERS

- ▲ Stay calm and keep the animal in view, but avoid direct eye contact. Bears may interpret eye contact as a sign of aggression. Back away slowly. Never run from a bear unless you know you can reach safety. Determine whether the animal is a black bear or a grizzly bear.
- ▲ If the bear charges, stand your ground. Bears commonly “bluff charge,” stopping within a few feet of a person, before fleeing in a different direction.
- ▲ Keep bear spray handy. Always have a canister of bear spray (at least eight ounces) on your belt. Make sure it is an EPA registered bear spray with 1 to 2% capsaicin and related capsaicinoids, has a spray duration of at least six seconds, and a range of 25 feet. Familiarize yourself with the directions for using the spray. Use it only if confronted by a charging bear. Spray toward the bear, aiming slightly downward.
- ▲ In the event that you have no bear spray, or it was ineffective and the charge is not a bluff, or the bear is exhibiting predatory behavior, you must change your approach. Signs of predatory behavior include: following, showing interest, coming into a tent, and unprovoked attacks. How you respond will depend on the species of bear attacking you. **Black bear and young grizzly attacks:** Always fight back. Jump up and down, wave your arms and yell. Try to look as large as possible. Never play dead – it makes you easier prey. Remember that black bears and small grizzlies can climb trees, so stay on the ground. **Mature grizzly attacks [particularly females with young]:** If a surprise encounter occurs or if bear spray is ineffective, drop to the ground and play dead. Lie on your stomach, clasp your hands behind your neck, and use your elbows and toes to avoid being rolled over. If the bear rolls you over, keep rolling until you land back on your stomach. Remain still and don't struggle or scream. A defensive bear will stop attacking once it feels the threat is gone. Don't move until you are sure the bear has left the area. **If the grizzly is exhibiting predatory behavior or comes into a tent at night, do all you can to escape or fight back.**
- ▲ If an encounter occurs, contact the DNRC forest officer immediately and notify Montana FWP.

JOB SITE PREVENTION

- ▲ Watch for bear signs. Signs include: tracks; droppings; recently overturned rocks or logs; logs torn apart; clawed, bitten or rubbed trees; bear trails; hair on tree bark; fresh diggings; and crushed vegetation. If you observe any of these signs, be aware that a bear may be frequenting the area. If camping, or stopping to eat your lunch, select a different area.
- ▲ When working or walking alone, make noise and carry bear spray. Bears don't like surprises, but will move on if they hear people approaching. Make noise, especially when approaching blind corners, dense shrubs and streams, and when walking into the wind. Maintain regular communication with co-workers.
- ▲ If camping on site, leave coolers, food and beverages inside campers or secured vehicles. If cooking over an open fire, do not discard food or grease in fire pits.
- ▲ Don't leave trash, groceries or animal feed in your vehicle for extended periods. Bears can, and do, pry open car and truck doors and break windows to get at food and other items they associate with food.
- ▲ Bears are attracted to petroleum based products. Keep all fuel and oil canisters in bear resistant containers. Bears have been known to damage hoses, oil filters and foam seats on heavy equipment. Dispose of empty containers promptly.

TEMPORARY ROAD USE PERMIT
TRUP – SWLO - CLW - Jacobsen Ranch Co.

Permission is hereby granted by Jacobsen Ranch Company; hereinafter called "Grantor", to State of Montana, Department of Natural Resources and Conservation hereinafter called "Permittee", to use, subject to the conditions set forth below, the following described lands:

Section 31 T15N R11W.
Powell County, Montana.

This permit covers a right-of-way on approximately 300 feet of existing road (shown in yellow on Attachment "A" attached hereto) and is issued for the management of timber resources located in Section 16 T15N R11W.

The right-of-way authorized by this permit shall be of the minimum width necessary for roads of like standards, 14 feet in width, 7 feet on each side of centerline, with such additional width as required for adequate protection of cuts and fills.

Permittee will comply with all applicable provisions of State and Federal laws pertaining to forest protection and will do all in Permittee's power to prevent and suppress forest fires on the above described lands.

Permittee will provide maintenance equal to Permittee's proportionate share of the use of the roads with others who may be granted like permission, so that at the termination of this permit, the roads will be in a condition equal to that prevailing on roads of like standards. In the event that Permittee's exercise of the privileges granted shall cause damage which requires more than normal maintenance to repair, Permittee shall fully repair such damage to bring the road up to the aforementioned standard.

The following specifications are included as part of this permit:

Permittee and Jacobsen Ranch Company are actively engaged in securing a permanent Access Agreement on the same road. In consideration of this, and consistent with DNRC Land Use License Guidelines, the DNRC will pay Jacobsen Ranch Company \$200. In addition to BMP work that is performed on the road, Permittee will also pay to repair any part of the road or adjacent infrastructure (i.e. gates, fences, etc.) damaged as a result of use.

The Permittee will make the following improvements, at its expense:

- **Clearing/brushing and widening of the road at the junction with the County road to improve visibility and turning radius for log trucks and lowboys.**
- **Installation of two new steel cattle gates at junction with County road and property line with DWFP.**
- **Any changes to the work described above must be approved by both parties in writing.**

The Permittee will perform any necessary road maintenance commensurate with use.

Permittee will burn or otherwise dispose of all refuse caused by construction, reconstruction, maintenance and use of the roads in such manner and at such times as will not endanger the adjoining timber, and in

accordance with all the laws of the State of Montana covering such disposal.

Hauling Restrictions: Hauling and other logging-related traffic is not permitted during periods when the road surface would be damaged. Restrictions are required when hauling would cause rutting into the subgrade, or surfacing materials would be displaced, such as during heavy rainfall or spring breakup freezing and thawing cycles. If the road is damaged due to log hauling and other logging-related traffic, use will not recommence until the road has been repaired.

Prior to log hauling, the Permittee is required to notify a representative of Jacobsen Ranch Company when hauling will commence and the estimated number of loads per day. **The Forest Officer in charge for DNRC is Melissa Laskos, (406) 244-2385. The Jacobsen Ranch Company representative is Jon Ender, (847) 343-1385.**

Permittee is required to post LOG HAULING signs within 300 feet on either side of junction with County road.

Permittee is required to keep gates CLOSED at all times unless otherwise given permission in writing.

It is also understood and agreed that prior to exercising any rights under this permit, Permittee will require their purchaser(s) or contractor(s) to obtain and maintain until all obligations assumed hereunder have been performed, liability insurance issued in a form and by an insurance company acceptable to the landowner. The minimum coverage required shall be as follows:

- a. Comprehensive General Liability insurance coverage to the limit of \$1,000,000.00 per occurrence and \$2,000,000.00 per aggregate. Each such policy shall include endorsements, which shall name the State (DNRC) and Jacobsen Ranch Company as an additional insured and shall provide that 30 days' written notice shall be given, at the address stated above, prior to cancellation or any material change in such policy.
- b. Automobile Liability Insurance: The Purchaser or Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.

Prior to commencement of any work to be performed under this permit, the Permittee shall deliver to Grantor a Certificate of Insurance from the insurer(s) of said Purchaser or Contractor certifying that coverage is not less than the minimum amounts required above. The Certificate of Insurance shall be submitted for approval as to the insurance company writing the same, the amount and the form. Grantor reserves the right to require a certified copy of the policy, or to examine the policy itself.

The Permittee hereby agrees to bear any and all costs and liability of any kind related to the exercise of its rights under this easement to the extent it may legally do so under the Federal Tort Claims Act (28 U.S.C. Section 2671, et Seq.) or any other Act wherein Congress has specifically waived the sovereign immunity of the United States.

It is also understood and agreed that Permittee shall keep Grantor's property free from liens arising in any manner out of the activities of Permittee and shall promptly discharge any such liens that are legitimately

asserted.

It is understood and agreed that the permission granted herein is not exclusive and Grantor reserves the right to use and grant to others the right to use the road jointly with the Permittee.

This permit is subject to all valid rights existing on this date.

It is also understood and agreed that Permittee will cooperate with county weed control boards, conservation districts, special weed districts, adjacent private landowners, lessees, and public agencies to control the spread of noxious weeds. All equipment used for roadwork or off-road activity must be washed prior to entering the area to prevent transfer of weed seed.

It is also understood and agreed that without the written consent of Grantor, Permittee shall not assign this permit or any interest therein, or sublet, and no heir, executor, administrator, receiver, master, sheriff, trustee in bankruptcy, or other assignee by operations of law shall assign or sublet without such written consent.


The Permittee shall contact the Jacobsen Ranch Company representative before use and prior to completion of the period of road use. At the contact prior to completion of road use, any additional erosion control and maintenance work will be identified and marked on the ground. All work will be inspected and approved by the Jacobsen Ranch Company representative prior to termination of the Road Use Permit.

If any evidence or artifacts of archaeological, historical, cultural, or special significance are discovered in the course of using or maintaining the road, the Permittee will protect same and notify the Jacobsen Ranch Company representative immediately.

This permit shall terminate on February 28, 2031, unless extended in writing, or earlier when requested by either Permittee or Grantor, provided that the permit may be terminated or suspended upon breach of any of the conditions herein.

IN WITNESS WHEREOF, this permit is executed in duplicate this ____ day of 8/31/25, ____.

GRANTOR: Jacobsen Ranch Company

By: 
Jon Ender

Title: OWNER + PRESIDENT OF JRC.

ACCEPTED: State of Montana, DNRC

By: 
Kristen Baker-Dickinson

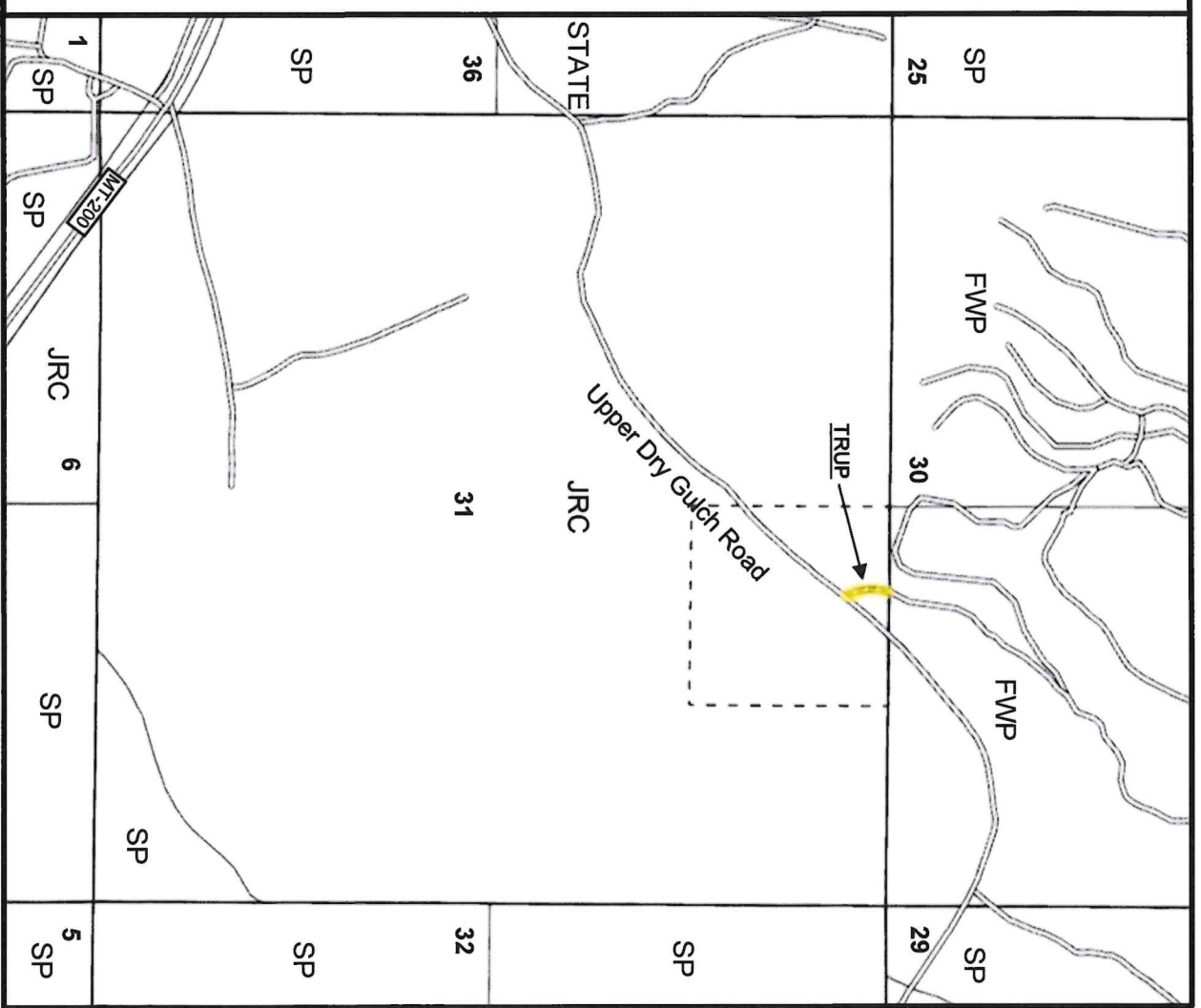
Title: Unit Manager

Temporary Road Use Permit
TRUP – SWLO – CLW – Jacobsen Ranch Co.

Section 31, T.15N., R.11W. PMM
Powell County, Montana

LEGEND

- STATE State of Montana, DNRC
- FWP Montana Fish, Wildlife, and Parks
- SP Small Private
- JRC Jacobsen Ranch Co.
- - - - - Subdivision
- TRUP TRUP



TEMPORARY ROAD USE PERMIT

TRUP - SWLO - CLW - DFWP

Permission is hereby granted by Montana Dept. of Fish, Wildlife & Parks (DFWP); hereinafter called "Grantor", to State of Montana, Department of Natural Resources and Conservation (DNRC) hereinafter called "Permittee", to use, subject to the conditions set forth below, the following described lands:

Section 17 T15N R11W.
Powell County, Montana.

This permit covers a right-of-way on approximately 0.3 miles of existing road and 200 feet of new construction (shown in green on the attached map, Attachment A-1) and is issued for the purpose of hauling an estimated volume of 1,000 tons of sawlogs from Permittee's lands located in Section 16 T15N R11W.

The right-of-way authorized by this permit shall be of the minimum width necessary for roads of like standards, 14 feet in width, 7 feet on each side of centerline, with such additional width as required for adequate protection of cuts and fills.

Permittee will comply with all applicable provisions of State and Federal laws pertaining to forest protection and will do all in Permittee's power to prevent and suppress forest fires on the above described lands.

Permittee will provide maintenance equal to Permittee's proportionate share of the use of the roads with others who may be granted like permission, so that at the termination of this permit, the roads will be in a condition equal to that prevailing on roads of like standards. In the event that Permittee's exercise of the privileges granted shall cause damage which requires more than normal maintenance to repair, Permittee shall fully repair such damage to bring the road up to the aforementioned standard.

The following specifications are included as part of this permit:

In consideration of the small amount of right-of-way timber that will need to be removed for road maintenance, DNRC will pay DFWP \$300 and haul any sawlogs off-site.

The Permittee will perform initial road upgrades as stated in the road logs (shown in Attachment A-2) and will perform any necessary road maintenance commensurate with use. In addition to BMP improvements made to the road, the Permittee will pay to repair any part of the road or adjacent infrastructure (e.g. gates, fences) damaged as a result of log hauling. Once hauling is complete, Permittee shall be responsible for one application of herbicide treatment on all roads described in this permit, except where chemicals are restricted due to proximity to surface waters. Permittee shall also apply grass seed to the new construction and any other freshly disturbed areas.

Permittee will burn or otherwise dispose of all refuse caused by construction, reconstruction, maintenance and use of the roads in such manner and at such times as will not endanger the adjoining timber, and in accordance with all the laws of the State of Montana covering such disposal.

Hauling Restrictions: Hauling and other logging-related traffic is not permitted during periods when the road surface would be damaged. Restrictions are required when hauling would cause rutting into the

subgrade, or surfacing materials would be displaced, such as during heavy rainfall or spring breakup freezing and thawing cycles. If the road is damaged due to log hauling and other logging-related traffic, use will not recommence until the road has been repaired.

Prior to log hauling, the Permittee is required to notify a representative of DFWP when hauling will commence and the estimated number of loads per day. **The Forest Officer in charge for DNRC is Melissa Laskos, (406) 244-2385. The DFWP representative is Jason Parke, (406) 444-7329.**

Permittee is required to ensure the purchasers or contractors adhere to the following:

1. Provide intermediate and/or final surface blading if necessary or when directed by the Forest Officer.
2. Road surface material displaced during road grading operations shall be brought back and uniformly graded over the road surface and drainage features shall be maintained.
3. Perform snow removal during winter hauling operations:
 - a. Snow will be removed from entire road surface width, including turnouts.
 - b. Ditches and culverts shall be kept functional during winter log hauling and after roadway use.
 - c. A minimum of 4 inches of compacted snow depth must be left over the road surface.
 - d. Prior to spring breakup, drainage holes will be punched in snow berms to provide drainage.

It is also understood and agreed that prior to exercising any rights under this permit, Permittee will require their purchaser(s) or contractor(s) to obtain and maintain until all obligations assumed hereunder have been performed, liability insurance issued in a form and by an insurance company acceptable to the landowner. The minimum coverage required shall be as follows:

- a. Comprehensive General Liability insurance coverage to the limit of \$1,000,000.00 per occurrence and \$2,000,000.00 per aggregate. Each such policy shall include endorsements, which shall name the State (DNRC) and DFWP as an additional insured and shall provide that 30 days' written notice shall be given, at the address stated above, prior to cancellation or any material change in such policy.
- b. Automobile Liability Insurance: The Purchaser or Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.

Prior to commencement of any work to be performed under this permit, the Permittee shall deliver to Grantor a Certificate of Insurance from the insurer(s) of said Purchaser or Contractor certifying that coverage is not less than the minimum amounts required above. The Certificate of Insurance shall be submitted for approval as to the insurance company writing the same, the amount and the form. Grantor reserves the right to require a certified copy of the policy, or to examine the policy itself.

The Permittee hereby agrees to bear any and all costs and liability of any kind related to the exercise of its rights under this easement to the extent it may legally do so under the Federal Tort Claims Act (28 U.S.C. Section 2671, et Seq.) or any other Act wherein Congress has specifically waived the sovereign immunity of the United States.

It is also understood and agreed that Permittee shall keep Grantor's property free from liens arising in any

manner out of the activities of Permittee and shall promptly discharge any such liens that are legitimately asserted.

It is understood and agreed that the permission granted herein is not exclusive and Grantor reserves the right to use and grant to others the right to use the road jointly with the Permittee.

This permit is subject to all valid rights existing on this date.

It is also understood and agreed that Permittee will cooperate with county weed control boards, conservation districts, special weed districts, adjacent private landowners, lessees, and public agencies to control the spread of noxious weeds. All equipment used for roadwork or off-road activity must be washed and inspected by Permittee prior to entering the area to prevent transfer of weed seed.

It is also understood and agreed that without the written consent of Grantor, Permittee shall not assign this permit or any interest therein, or sublet, and no heir, executor, administrator, receiver, master, sheriff, trustee in bankruptcy, or other assignee by operations of law shall assign or sublet without such written consent.

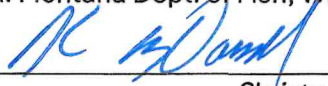

The Permittee shall contact the DFWP representative before use and prior to completion of the period of road use. At the contact prior to completion of road use, any additional erosion control and maintenance work will be identified and marked on the ground. All work will be inspected and approved by the DFWP representative prior to termination of the Road Use Permit.

If any evidence or artifacts of archaeological, historical, cultural, or special significance are discovered in the course of using or maintaining the road, the Permittee will protect same and notify the DFWP representative immediately.

This permit shall terminate on February 28, 2031, unless extended in writing, or earlier when requested by either Permittee or Grantor, provided that the permit may be terminated or suspended upon breach of any of the conditions herein.

IN WITNESS WHEREOF, this permit is executed in duplicate this ____ day of _____, _____.

GRANTOR: Montana Dept. of Fish, Wildlife & Parks

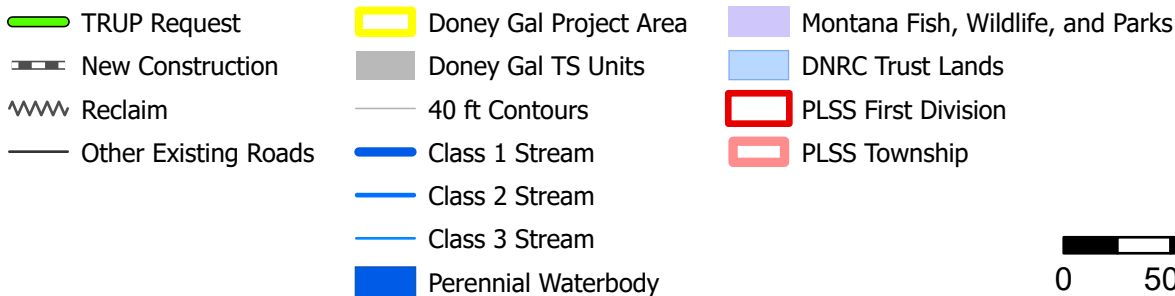
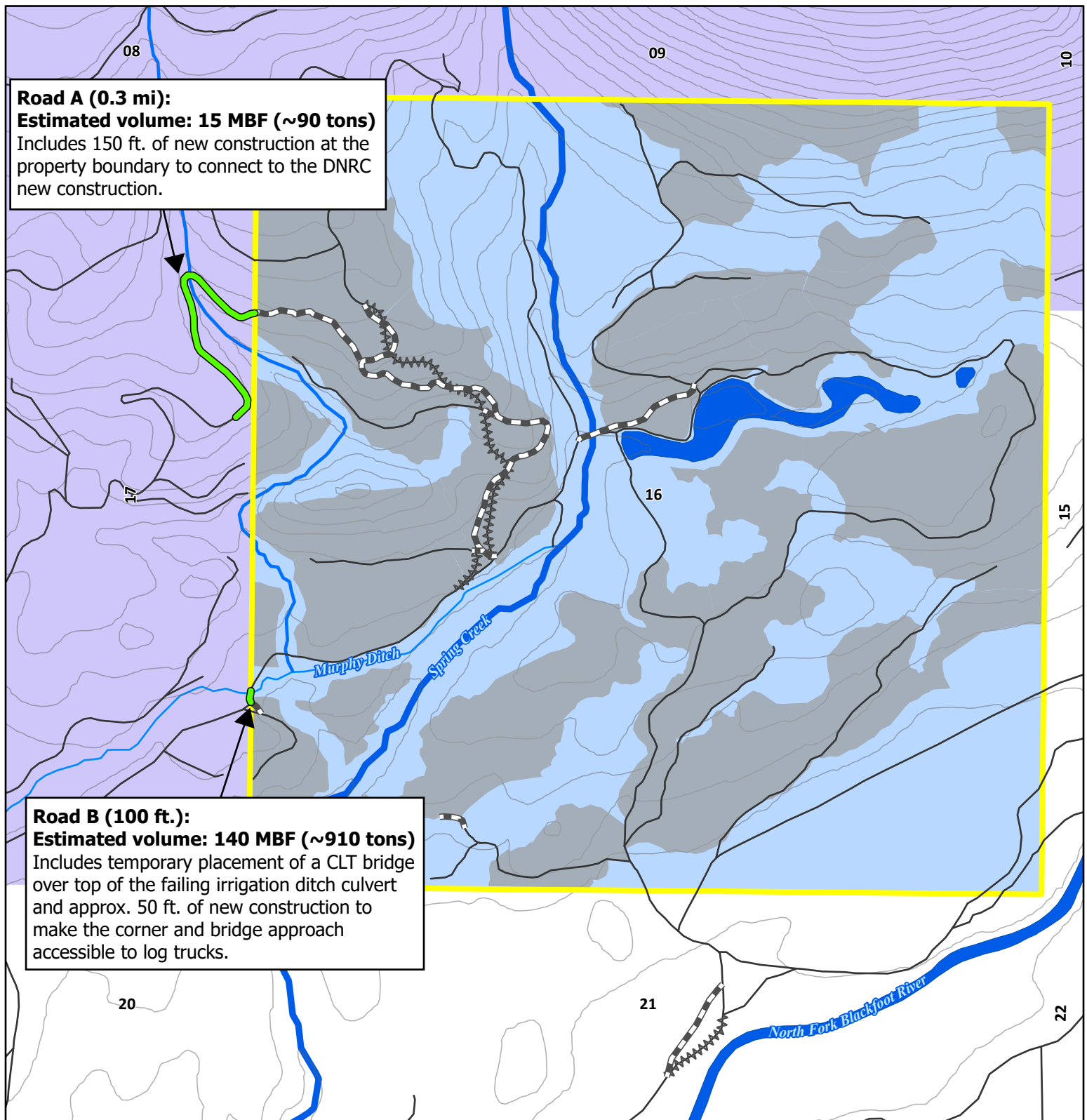
By:  
Christy Clark

Title: Wildlife Division Administrator

ACCEPTED: State of Montana, DNRC

By: 
Kristen Baker-Dickinson

Title: Clearwater Unit Manager



0 500 1,000 Feet

M. Laskos
Sept 2025

Road A "Beetle Snag Road"
Sec 17 T15N R11W

Excerpt from road log:

Station (feet)	Notes	Materials Needed	
		Grade %	Side Slope % Left/Right
9+00	Property line, leaving DNRC, entering DFWP.	A6	-40/25
9+55	Grade change, A6 to A12.	A12	-35/40
10+70	New construction ties into existing road and proceeds at a grade of A3. Clear and brush remainder of road.	A3	-45/45
14+35	Existing culvert on stream. No work needed.		
14+90	Clear alder brush and begin inside ditch for approx. 500 ft.		
20+15	End inside ditch.		
24+95	End maintenance. Doney Gal Unit 12 is to the left. A temporary trail may be needed to access landing on DNRC (slash piles must stay on DNRC).		

Road B "Cat Track Road"
Sec 17 T15N R11W

Excerpt from road log:

Station (feet)	Notes	Materials Needed
19+15	Property line, leaving DNRC, entering DFWP. Blade out bumps and place 4 inches pit run for 30 ft. leading up to ditch crossing. Just ahead, the existing irrigation ditch crossing is failing. Prepare crossing for placement of temporary 20-foot CLT bridge (CLT provided by DNRC; must transport from Missoula). Install CLT. <u>Remove CLT once hauling is complete and deliver to location to be specified by the Forest Officer.</u>	20' CLT bridge, 10 cu yd pit run
19+90	Begin new construction of 100 ft. of road to improve alignment with bridge crossing for log trucks. Centerline is flagged with FLUERESCENT PINK ribbon coupled with BLACK/ORANGE STRIPED ribbon. Construction will be a thru-cut. Drift excess material forward to improve grade on the existing road.	
20+80	Property line, leaving DFWP, entering DNRC. End new construction, tie in with existing road. Clear and brush the rest of the road as needed.	



3201 Spurgin Road
Missoula, MT 59804
November 10, 2025

Montana DNRC
Attn: Mike Anderson
2705 Spurgin Rd
Missoula, MT 59804

SUBJECT: Permit No. SPA - 41-25 R-2
Waterbody: Unnamed tributary
Project Name: Doney Gal haul route improvements
Water Code: 04-drainage

Dear Montana DNRC:

Montana Fish, Wildlife & Parks has reviewed the proposed project in Unnamed tributary. The project is approved provided it is carried out in accordance with the information in the application and all general and any special listed below.

GENERAL CONDITIONS

1. Complete work affecting a streambed or stream bank in an expeditious manner to avoid unnecessary impacts to the stream.
2. Limit the clearing of vegetation to that which is absolutely necessary for construction of the project. Take precautions to preserve existing riparian vegetation. Salvage and reuse native vegetation where possible.
3. Install and maintain erosion control measures where appropriate to protect aquatic resources. Do not clear and grub land adjacent to streams prior to installing proper erosion and sedimentation controls. Conduct all work in a manner that minimizes turbidity and other disturbances to aquatic resources.
4. Plan temporary construction facilities to:
 - a. Minimize disturbance to stream banks, stream bank vegetation, and the streambed by locating staging or storage facilities at least 50' horizontally from the highest anticipated water level during construction;
 - b. not restrict or impede fish passage in streams; and
 - c. not restrict any flow anticipated during use.
5. Provide sediment controls for drainage from topsoil stockpiles, staging areas, access roads, channel changes, and instream excavations.
6. Isolate work zones from flowing and standing waters to prevent turbid water and sediments from being discharged into streams or other drainages that flow directly into the stream. Divert flowing waters around the work zone.
7. Do not spill or dump material into streams. Store and handle petroleum products, chemicals, cement and other deleterious materials in a manner that will prevent their entering streams.
8. Do not allow wash water from cleaning concrete-related equipment or wet concrete to enter streams.
9. Do not operate mechanized equipment in any stream or flowing water unless special authorization is obtained. If special authorization is granted, the following conditions apply:
 - a. Powerwash all equipment allowed in a stream prior to entering the stream channel.

b. Clean and maintain all equipment so that petroleum-based products and hydraulic fluids do not leak or spill into the waterway.

10. Reclaim streambeds and stream banks as closely as possible to their pre-disturbed condition.

11. Restore disturbed stream banks to their natural or pre-disturbed configuration to match adjacent ground contours or as specified in the project plans. Stabilize, reseed, and re-vegetate disturbed areas. Install and maintain long-term biodegradable erosion-control measures to protect these areas until adequate vegetation has been established.

12. Restore temporary access routes and any temporarily disturbed areas to original conditions, including original contours and vegetation.

13. Dispose of any excess material generated from the project above the ordinary high water mark and in an area not classified as a wetland.

SPECIAL CONDITIONS

1. This permit is not valid until the attached 318 authorization is signed and returned to Pat Saffel at the above address, faxed to 406-542-5529 or emailed to psaffel@mt.gov.

Note: This permit is valid for **one year** from the date of receipt.

318 AUTHORIZATION REVIEW

I have reviewed the above project on behalf of the Montana Department of Environmental Quality (DEQ) pursuant to the Montana Water Quality Act Short-term Water Quality Standards for Turbidity 75-5-318 MCA:

☐ This project **will not** increase turbidity if completed according to the conditions listed in the 310 or 124 permit. Therefore, application to DEQ for a 318 authorization **is not** required.

☐ Impacts to the physical and biological environment from turbidity generated as a result of this project are uncertain. Therefore, the applicant must contact the Montana Department of Environmental Quality, 1520 East Sixth Avenue, Box 200901, Helena, MT 59620-0901, (406 444-3080) to determine project specific narrative conditions required to meet short-term water quality standards and protect aquatic biota.

☒ Turbidity generated from this project is expected to be short-term and have only temporary and minor impacts on the physical and biological environment. Therefore, compliance with the conditions stated in ***DEQ's Short Term Water Quality Standard for Turbidity Related to Construction Activity***, as well as other conditions listed in the 310 or 124 permit, are appropriate for this project.

Sincerely,



Patrick Saffel
Fisheries Manager

Cc: North Powell CD



**SHORT-TERM WATER QUALITY STANDARD
FOR TURBIDITY RELATED TO
CONSTRUCTION ACTIVITY
(318 Authorization)**

Dear Applicant:

This 318 authorization is the result of your recent application for a 310 permit from your local Conservation District or a 124 permit from Montana Fish, Wildlife and Parks. This authorization is valid for the time frame noted on your permit.

This is not your 310 or 124 permit and no construction activity should occur until you have received a valid 310 or 124 permit as well as any other permits that apply to this proposed construction activity.

This authorization is the result of an Operating Agreement between the Montana Department of Environmental Quality (DEQ), and Montana Fish, Wildlife and Parks (FWP).

The applicant agrees to the comply with the conditions stated below, as well as other conditions listed in the 310 or 124 permit issued for this project. Signatures of the applicant and FWP are required to validate this authorization.

1. Construction activity in or near the watercourse are to be limited to the minimum area necessary, and conducted so as to minimize increases in suspended solids and turbidity that could degrade water quality and adversely affect aquatic life outside the immediate area of operation.
2. The use of machinery in the watercourse shall be avoided unless absolutely necessary.
3. All disturbed stream banks and adjacent areas created by the construction activity shall be protected with erosion control measures during construction. These areas shall be reclaimed with appropriate erosion control measures and revegetated to provide long-term erosion control.
4. Any excess material generated from this project must be disposed of above the ordinary high water mark, in an area not classified as a wetland, and in a position not to cause pollution of State waters.
5. Clearing of vegetation will be limited to that which is absolutely necessary for construction of the project.
6. This authorization does not authorize a point source surface water discharge. MPDES permit is required for said discharge.
7. Open cut creek crossings will not be allowed in flowing water. Stream water must be diverted around the open cut area (pump, flume etc.)
8. The applicant must conduct all activities in full and complete compliance with all terms and conditions of all permits required for this activity issued pursuant to the Montana Natural Streambed and Land Preservation Act (310 permit), the Stream Protection Act (124 permit) the Federal Clean Water Act (404 Permit), any MPDES permits for dewatering or storm water control in the construction area and any valid Memorandum of Agreement and Authorization (MAA) negotiated for this activity.

The FWP representative has determined that this project is within the scope of the programmatic Environmental Assessment prepared by DEQ and FWP for the issuance of narrative turbidity standards.

[Signature] Date: 11/10/25
FWP Representative's Signature

[Signature] Date: 11/17/2025
Applicant's Signature

Name and location of project: Doney Gal haul route improvements.
Unnamed tributary, Blackfoot drainage

CD/Agency Use Only

Application Number: _____ Date Received: _____
Stream or Waterbody: _____
Date Accepted: _____ Initials: _____ Date Forwarded to FWP: _____

This section is for all Department of Transportation and SPA 124 Permits (government projects)

Project Name: Doney Gal Timber Sale-Haul Route Improvements
Control Number: _____ Contract Letting Date: _____
MEPA/NEPA Compliance: ☐ Yes ☐ No If yes, #C5 of this application does not apply.

Applicant Use

This is a standardized application to apply for one or all local, state, or federal permits listed below. Check the box(s) for each permit being applied for.

- Refer to the instructions to determine which permits apply to your project and submit an application to each applicable agency.
- Incomplete applications will result in a delay of application processing.
- The applicant is responsible for obtaining all necessary permits and landowner permission before beginning work.
- Other laws may apply.

	Permit	Agency	Required Application Sections:	Fee
<input type="checkbox"/>	NSLPA 310 Permit	Local Conservation District	A-E and G	No fee
<input checked="" type="checkbox"/>	SPA 124 Permit	Department of Fish, Wildlife & Parks (FWP)	A-E and G	No fee
<input type="checkbox"/>	318 Authorization 401 Certification	Department of Environmental Quality (DEQ)	A-E and G	\$250 (318); \$400-\$20,000 (401)
<input type="checkbox"/>	Navigable Rivers Land Use License, Lease, or Easement	Department of Natural Resources and Conservation (DNRC), Trust Lands Management Division	A-E and G	\$50, plus additional fee
<input type="checkbox"/>	Section 404 Permit, Section 10 Permit	U.S. Army Corps of Engineers (USACE)	A-G and F1-10	Varied (\$0-\$100)
<input type="checkbox"/>	Floodplain Permit	Local Floodplain Administrator	A-G	Varied (\$25-\$500+)

A. APPLICANT INFORMATION

APPLICANT (*party responsible for project*) Montana DNRC-Mike Anderson

Has the landowner consented to the project? ☒ Yes ☐ No

Mailing Address: 2705 Spurgin Road City, State: Missoula, MT Zip: 59804

Physical Address: Same as above City, State: Zip:

Daytime Phone: 406-542-4232 Email: michaelanderson@mt.gov

LANDOWNER NAME (*if different from applicant*) Montana DNRC-Clearwater Unit

Mailing Address: 48455 Sperry Grade Road City, State: Greenough, MT Zip: 59823

Physical Address: Same as above City, State: Zip:

Daytime Phone: 406-244-5857 Email:

CONTRACTOR/COMPANY NAME (*if applicable*) TBD

Mailing Address: City, State: Zip:

Physical Address: City, State: Zip:

Daytime Phone: Email:

B. PROJECT SITE INFORMATION

Refer to section B1 of the instructions

1. NAME OF STREAM OR WATERBODY at project location: Unnamed, intermittent tributary to Doney Lake

Project Address/Location: Approximately 2 miles north of Highway 200 Nearest Town: Ovando, MT

County: Powell County Geocode: 28-2438-20-1-01-01-0000

Township: 15N Range: 11W Section: 20 ¼ Section: NE ¼ Section: NW

Latitude: 47.04728 Longitude: -113.01968

Driving directions or other instructions needed for finding the site: From Missoula, take Highway 200 east to Boottree Road near Ovando, proceed north on Boottree Road 2.0 miles, turn right. Continue on Warren Creek Road approximately 5.0 miles to spur road, take right on spur road, site is 200 yards south of road junction.

Refer to section B2 of the instructions

2. Is the proposed activity within **SAGE GROUSE** areas designated as general, connected, or core habitat?

☐ Yes ☒ No Attach consultation letter if required.

Refer to section B3 of the instructions

3. Is this a **STATE NAVIGABLE WATERWAY**? The state owns the beds of certain navigable waterways.

☐ Yes ☒ No If yes, send a copy of this application to the appropriate DNRC land office.

Refer to section B4 of the instructions

4. **WHAT IS THE CURRENT CONDITION** of the proposed project site? What vegetation is present? Describe the existing bank condition, bank slope, height, nearby structures, and wetlands.

The project site is an existing 18" x 32' corrugated metal pipe (CMP) on an existing forest road crossing an intermittent tributary to Doney Lake (Figure 1). Banks are well vegetated grasses, rushes, and sedges. Banks are stable and drain a wetland complex following snowmelt. The existing CMP is undersized and at risk of clogging with sediment and debris. No other structures are near the site.

C. PROJECT ACTIVITY INFORMATION

Refer to section C1 of the instructions

1. **TYPE OF PROJECT** (check all that apply)

- ☐ **Agricultural and Irrigation Projects:** Diversions, Headgates, Flumes, Riparian Fencing, Ditches, etc.
- ☐ **Buildings/Structures:** Accessory Structures, Manufactured Homes, Residential or Commercial Buildings, etc.
- ☐ **Channel/Bank Projects:** Stabilization, Restoration, Alteration, Dredging, Fish Habitat, Vegetation or Tree Removal, or any other work that modifies existing channels or banks.
- ☒ **Crossing/Roads:** Bridge, Culvert, Fords, Road Work, Temporary Access, or any project that crosses over or under a stream or channel.
- ☐ **Mining Projects:** All mining related activities including, Placer Mining, Aggregate Mining, etc.
- ☐ **Recreation Related Projects:** Boat Ramps, Docks, Marinas, etc.
- ☐ **Other Projects:** Cisterns, Debris Removal, Excavation/Pit/Pond, Placement of Fill, Drilling or Directional Boring, Utilities, Wetland Alteration. Any other project type not listed here.

Refer to section C2 of the instructions

2. Is this application for an **ANNUAL MAINTENANCE PERMIT**? ☐ Yes ☒ No

If yes, attach an annual plan of operations to this application

Refer to section C3 of the instructions

3. Why is this project necessary? State the **PURPOSE OR GOAL** of the proposed project.

The purpose of this project would be to improve an existing forest road stream crossing that does not meet Forestry BMPs. Replacement of the CMP would bring the current crossing up to BMP standard as required by DNRC Forestry ARMs.

Refer to section C4 of the Instructions

4. Provide a brief description of the **PROPOSED PROJECT PLAN** and how it will be accomplished.

The existing 18" CMP would be replaced with a 24" x 30' CMP to increase CMP capacity and improve flow conveyance through the crossing structure. All work would be completed during dry or base streamflow conditions to minimize downstream sedimentation or turbidity. If the crossing site is not dry during construction, a water resource specialist would be on site to determine the most effective method to dewater the site. Installation of the CMP would follow specifications in Figure 2.

Refer to section C5 of the instructions

5. What **OTHER ALTERNATIVES** were considered to accomplish the stated purpose of the objective? Why was the proposed alternative selected?

Outside of CMP replacement, the only other action considered was No Action. The crossing is on a haul route on which DNRC has permanent easement, making this the only access to the timber sale area. As a part of the timber sale environmental review, this site was identified as a site in need of corrective action. CMP sizing was completed based on the flow volume observed at the site and road prism width.

Refer to section C6 of the instructions

6. What are the **NATURAL RESOURCE BENEFITS** or **POTENTIAL IMPACTS**? Please complete the information requested below to the best of your ability:

6a. Explain any temporary or permanent changes in erosion, sedimentation, turbidity, or increases of potential contaminants. What will be done to minimize impacts?

Temporary increases in sedimentation and turbidity may occur during and immediately (6-8 months) following installation of the proposed crossing, no long-term increases in turbidity or sediment would occur as a result of the project. Increasing the CMP size is anticipated to reduce downstream erosion by improving flow conveyance. No increase in contaminants would occur as equipment operation would be outside of the stream channel on existing road surfaces.

6b. Will the project cause temporary or permanent impacts to fish and/or aquatic habitat? What will be done to protect the fisheries and habitat?

No fisheries resources would be impacted as a result of this project. The nearest fishery is in Doney Lake and given the intermittency of the project location, construction during dry or low flow conditions would mitigate any impacts to fish or fisheries habitat.

6c. What will be done to minimize temporary or permanent impacts to the floodplain, wetlands, or riparian habitat?

Construction would be limited to the immediate footprint of the crossing site. No changes to the floodplain or wetland habitat would occur. Riparian habitat impacts would be limited to approximately 10 feet on both sides of the crossing. All exposed mineral soil would be seeded with a site-appropriate grass mix.

6d. What efforts will be made to decrease flooding potential upstream and downstream of the project?

All work would be completed during dry or low flow conditions. CMP sizing would increase, and no local overtopping of the current CMP was noted. The site was dry in July of 2025 (Figure 3).

6e. Explain any potential temporary or permanent changes to the water flow or to the bed and banks of the waterbody. What will be done to minimize those changes?

Temporary disturbance to bed and banks would occur during installation of the new CMP, however the extent of the impact would be limited to the areas at the inlet and outlet of the new CMP and is not expected to exceed approximately 250 sq ft on the inlet and outlet of the CMP. No alteration to water flow would be expected as the site would likely be dry during construction. If flow is present, the stream may be diverted around the construction site to facilitate installation of the new structure. Any effects to flow during this time would be limited to the length of the construction site and would be less than 50 feet total.

6f. How will existing vegetation be protected and its removal minimized? Explain how the site will be revegetated, including weed control plans.

Excavation of the existing CMP would require clearing some riparian vegetation within the clearing limits of the road prism. No vegetation outside of the clearing limits would be impacted. All exposed soils would be seeded with site-appropriate grass mix. Weed control would be conducted as planned for the timber sale.

D. CONSTRUCTION DETAILS

Refer to section D1 of the instructions

1. Proposed **CONSTRUCTION DATES:** Start: 7/15/2026 End: 10/31/2026

Is any portion of the work already completed? ☐ Yes ☒ No If yes, please describe previously completed work:

Refer to section D2 of the instructions

2. **PROJECT DIMENSIONS.** Describe the length and width of the project.

The proposed CMP would be 24" x 30'. Excavation would be limited to approximately 48" trench extending 5-8 feet beyond the inlet and outlet of the stream. Minimal areas of the stream outside of the road prism would be impacted, likely less than 250 sq ft on the inlet and outlet.

Refer to section D3 of the instructions

3. **MATERIALS.** Provide the total quantity and source of materials proposed to be used or removed. Note: this may be modified during the permitting process, therefore it is recommended that you do not purchase materials until all permits are issued. List soil/fill type, cubic yards and source, culvert size, rip-rap size, and any other materials to be used or removed on the project.

Cubic yards/ Linear Feet	Size and Type	Source
30 lf	24" CMP	Purchaser supplied
15 cy	¾" minus crushed gravel	TBD-purchaser supplied
5 cy	8-24" talus for rock armor	TBD-purchaser supplied

Refer to section D4 of the Instructions

4. **EQUIPMENT.** List all equipment that will be used for this project. How will the equipment be used on the bank and/or in the water? Note: all equipment used in the water must be **CLEANED, DRAINED, AND DRY.**

One excavator and one dump truck would be used to complete the proposed CMP replacement. All equipment would be inspected for noxious weeds/soil prior to entering site.

Will equipment from out of state be used? ☐ Yes ☐ No ☒ Unknown
Will the equipment cross west over the Continental Divide to the project site? ☐ Yes ☐ No ☒ Unknown
Will equipment enter the Flathead Basin? ☐ Yes ☐ No ☒ Unknown

E. REQUIRED ATTACHMENTS

1. Plans and/or drawings of the proposed project should include:
 - a. Plan/Aerial View
 - b. An elevation or cross-section view
 - c. Dimensions of the project (height, width, depth in linear feet)
 - d. Location of storage stockpile materials and location of fill or excavation sites
 - e. Drainage facilities
 - f. Location of existing/proposed structures, such as buildings, utilities, roads or, bridges
 - g. An arrow indicating north
 - h. Site photos
2. Attach a vicinity map or a sketch, which includes: The water body where the project is located, roads, tributaries, and other landmarks. Plan an "X" on the project location. Provide written directions to the site. This is a plan view (looking at the project from above).
3. If requesting a Maintenance 310 Permit, attach an Annual Plan of Operation.
4. Attach an Aquatic Resource Map, which documents the location and boundary of all waters of the U.S. in the project vicinity and includes wetlands and other special aquatic sites. Show the location of the ordinary high-water mark of streams or waterbodies if requesting a Section 404 or Section 10 Permit. Include the ordinary high-water mark delineation on plans or drawings and/or a separate wetland delineation.

F. ADDITIONAL INFORMATION FOR US ARMY CORPS OF ENGINEERS (USACE) SECTION 404, SECTION 10, AND FLOODPLAIN PERMITS

Refer to section F of the instructions

Section F should only be filled out by those needing Section 404, Section 10, and/or Floodplain permits.

Applicants applying for Section 404 and/or Section 10 permits must complete questions F1-10. For questions on Section 404 and/or Section 10 permits, contact the USACE by telephone at 406-441-1375 or by email at montana.reg@usace.army.mil.

Applicants applying for Floodplain permits must complete all of Section F.

Refer to section F1 of the instructions

1. Does the proposed activity and/or property have permitting history with USACE? If yes, and available, provide the USACE project number(s) associated with the previous permits, including no permit required letters and approved jurisdictional determinations.

Refer to section F2 of the instructions

2. Identify the specific **Nationwide Permit(s)** that you want to use to authorize the proposed activity.

Refer to section F3 of the instructions

3. Provide the footprint of impacts and the quantity of materials proposed to be placed in wetlands and/or below the ordinary high-water mark in waters of the United States. Delineations are required of wetland and other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site.

3a. What is the length and width (or square footage/acreage) for each impact occurring within the waters of the United States, including wetlands?

3b. How many cubic yards of fill material will be placed below the ordinary high-water mark, in a wetland, stream, or other waters of the United States?

Refer to section F4 of the instructions

4. How will the proposed project avoid or minimize **impacts to waters of the United States**? Attach additional sheets if necessary.

Refer to section F5 of the instructions

5. Will the project impact(s) be equal to or greater than 0.10 acre of wetland and/or 0.03 acre of stream or other waters? If yes, describe how the applicant is going to **compensate (mitigation bank, in-lieu fee program, or permittee responsible)** for these unavoidable impacts to waters of the United States.

Refer to section F6 of the instructions

6. Is the proposed activity within any component of the **National Wild and Scenic Rivers System**, or a river that has been officially designated by Congress as a “**study river**?” ☐ Yes ☐ No

Refer to section F7 of the instructions

7. Does this activity require permission from the **USACE** because it will alter or temporarily or permanently occupy or use a **USACE authorized civil works project**? (Examples include USACE owned levees, Fort Peck Dam, and others). ☐ Yes ☐ No

Refer to section F8 of the instructions

8. List the **ENDANGERED AND THREATENED SPECIES** and **CRITICAL HABITAT(S)** that might be present in the project location.

Refer to section F9 of the instructions

9. List any **HISTORIC PROPERTY(S)** that are listed, determined to be eligible or are potentially eligible (over 50 years old) for listing on the National Register of Historic Places.

Refer to section F10 of the instructions

10. List all **APPLICABLE LOCAL, STATE, AND FEDERAL PERMITS** and indicate whether they were issued, waived, denied, or pending. Note: all required local, state, and federal, or proof of waiver must be issued prior to the issuance of a floodplain permit.

Refer to section F10 of the instructions

11. List the **NAMES AND ADDRESS OF LANDOWNERS** adjacent to the project site. This includes properties to and across from the project site. Note: Some floodplain communities require certified adjoining landowner lists.

NAME/ADDRESS OF **Adjacent Landowner**:

NAME/ADDRESS OF **Adjacent Landowner**:

NAME/ADDRESS OF **Adjacent Landowner**:

NAME/ADDRESS OF **Adjacent Landowner**:

Refer to section F11 of the instructions

12. **Floodplain Map Number:**

Refer to section F11 of the instructions

13. **Does this project comply with local planning or zoning regulations?** ☐ Yes ☐ No

G. SIGNATURE REQUIREMENTS

Refer to section G of the instructions

Some agencies require original signatures for an application to be considered complete. After completing the application form, make the required number of copies and sign each copy. Send the copies with original signatures and additional information required directly to each applicable agency.

The statements contained in this application are true and correct. The applicant possesses the authority to undertake the work described herein or is acting as the duly authorized agent of the landowner. The applicant understands that the granting of a permit does not include landowner permission to access land or construct a project. Inspections of the project site after notice by inspection authorities are hereby authorized.

**By signing or typing my name on the signature line below, I hereby swear and affirm that I am the applicant for this project and am responsible for all information contained in this application.*

*APPLICANT (party responsible for project)

LANDOWNER (If different from applicant)

Mike Anderson

Montana DNRC-Clearwater Unit

Print Name

Print Name

/s/ Mike Anderson

10/27/2025

/s/ Mike Anderson

10/27/2025

Signature of Applicant

Date

Signature of Landowner

CONTRACTOR (If applicable. Contact agency to determine if contractor signature is required)

Print Name of Primary Contract

Company/Entity Name (If applicable)

Signature of Contractor

Date

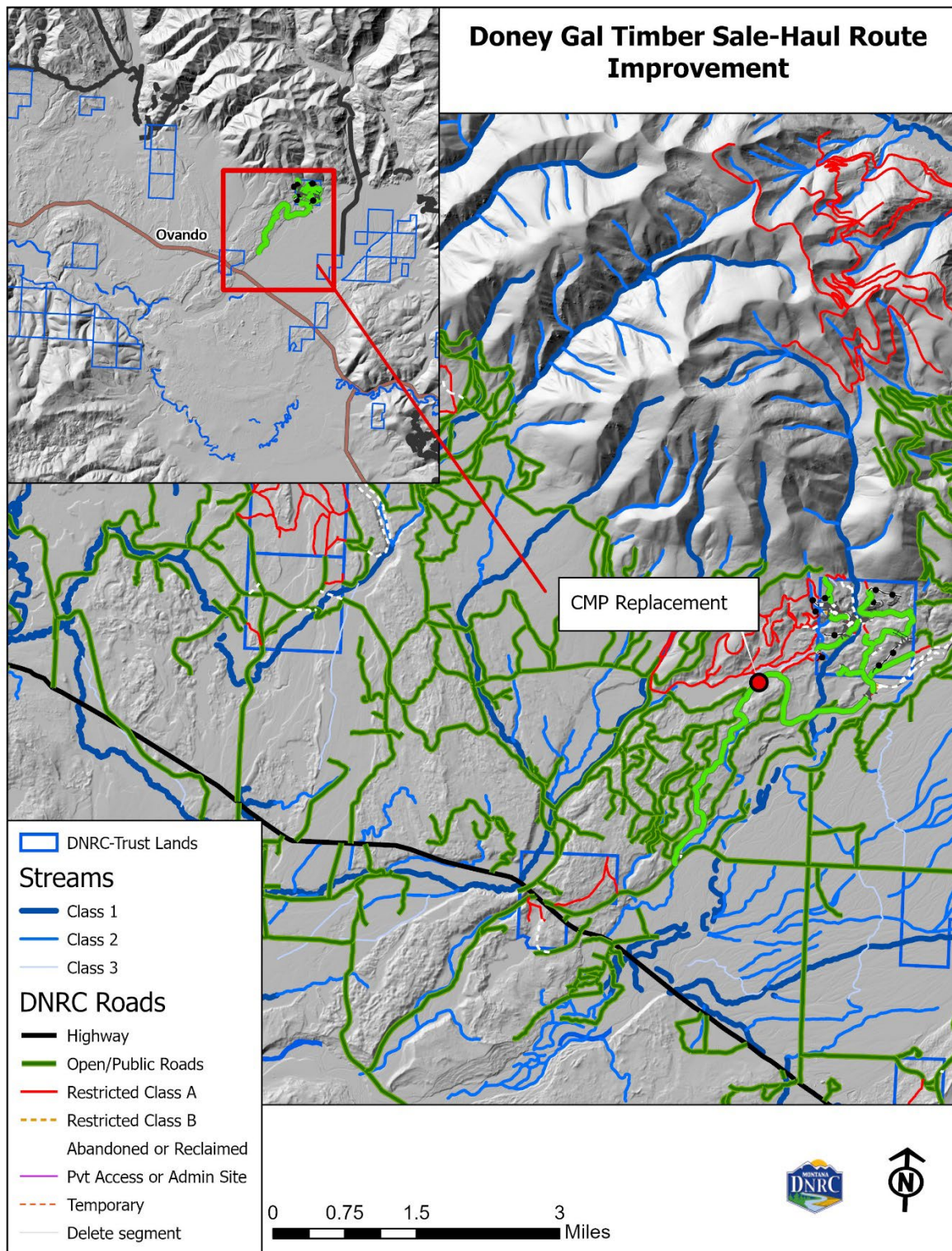


Figure 1: Vicinity map for proposed CMP replacement for the Doney Gal Timber Sale Haul Route.

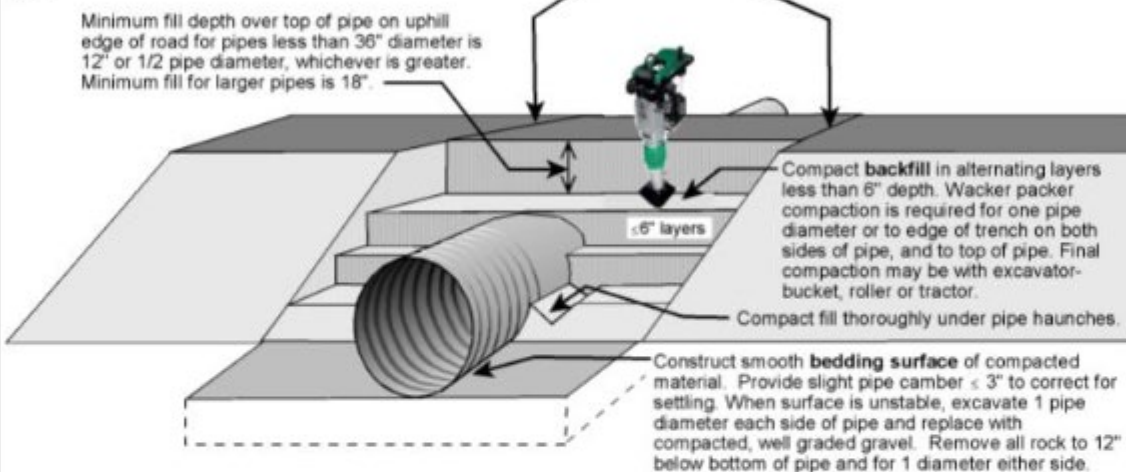
CULVERT REQUIREMENTS

ATTACHMENT B

- Exact locations for pipes shall be determined by the Forest Officer after right of way has been cleared.
- Backfill shall be select, sorted material. Gravel may be required in road log. If native backfill is used, rocks over 3 inches diameter, organic or frozen materials are not permitted.
- Pipe shall be protected by adequate fill before equipment is allowed to cross.
- Pipe that is damaged or improperly installed shall be repaired or replaced at purchaser's expense.
- The Forest Officer must be contacted two days before any culvert installation and must be present for any wet site culvert installation.
- Wet site installations will have additional requirements for timing, erosion control and management.

Installation Requirements

All pipes shall be installed with a backhoe or excavator. The excavated trench shall only be wide enough to allow satisfactory joining and thorough compaction of the bedding material around the pipe.



Site Requirements

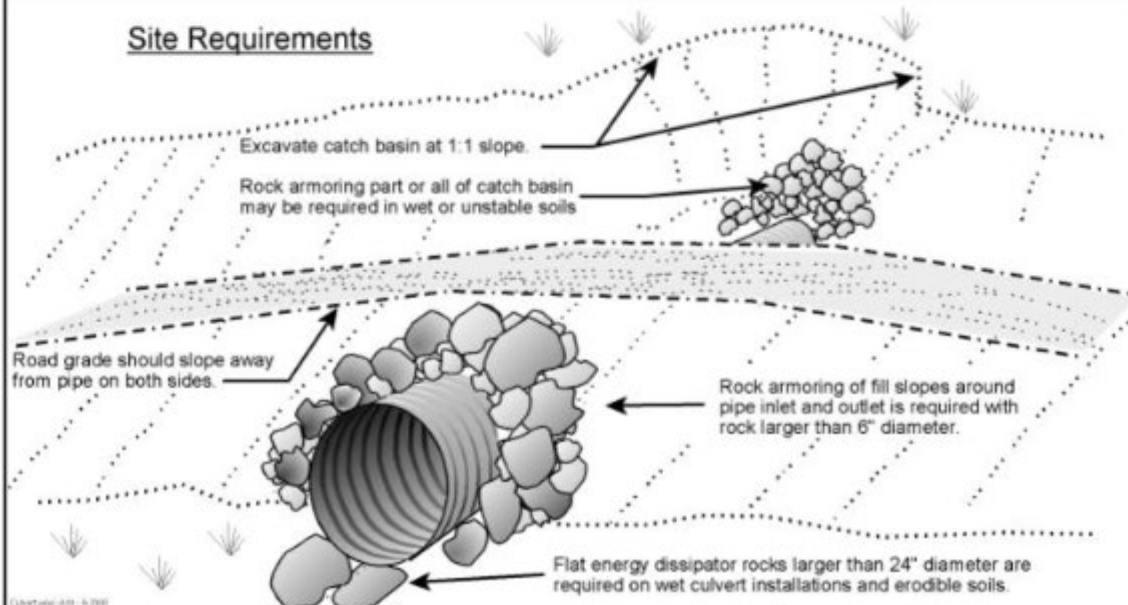


Figure 2: CMP installation specifications.



3201 Spurgin Road
Missoula, MT 59804
June 18, 2024

Montana DNRC
Attn: Melissa Laskos
48455 Sperry Grade Rd.
Greenough, MT 59823-9635

SUBJECT: Permit No. SPA - 33-34 R-2
Waterbody: Spring Creek
Project Name: Bridge and Culvert Installations
Water Code: 04-5130

Dear Montana DNRC:

Montana Fish, Wildlife & Parks has reviewed the proposed project in Spring Creek. The project is approved provided it is carried out in accordance with the information in the application and all general and any special listed below.

GENERAL CONDITIONS

1. Complete work affecting a streambed or stream bank in an expeditious manner to avoid unnecessary impacts to the stream.
2. Limit the clearing of vegetation to that which is absolutely necessary for construction of the project. Take precautions to preserve existing riparian vegetation. Salvage and reuse native vegetation where possible.
3. Install and maintain erosion control measures where appropriate to protect aquatic resources. Do not clear and grub land adjacent to streams prior to installing proper erosion and sedimentation controls. Conduct all work in a manner that minimizes turbidity and other disturbances to aquatic resources.
4. Plan temporary construction facilities to:
 - a. Minimize disturbance to stream banks, stream bank vegetation, and the streambed by locating staging or storage facilities at least 50' horizontally from the highest anticipated water level during construction;
 - b. not restrict or impede fish passage in streams; and
 - c. not restrict any flow anticipated during use.
5. Provide sediment controls for drainage from topsoil stockpiles, staging areas, access roads, channel changes, and instream excavations.
6. Isolate work zones from flowing and standing waters to prevent turbid water and sediments from being discharged into streams or other drainages that flow directly into the stream. Divert flowing waters around the work zone.
7. Do not spill or dump material into streams. Store and handle petroleum products, chemicals, cement and other deleterious materials in a manner that will prevent their entering streams.
8. Do not allow wash water from cleaning concrete-related equipment or wet concrete to enter streams.
9. Do not operate mechanized equipment in any stream or flowing water unless special authorization is obtained. If special authorization is granted, the following conditions apply:
 - a. Powerwash all equipment allowed in a stream prior to entering the stream channel.

b. Clean and maintain all equipment so that petroleum-based products and hydraulic fluids do not leak or spill into the waterway.

10. Reclaim streambeds and stream banks as closely as possible to their pre-disturbed condition.

11. Restore disturbed stream banks to their natural or pre-disturbed configuration to match adjacent ground contours or as specified in the project plans. Stabilize, reseed, and re-vegetate disturbed areas. Install and maintain long-term biodegradable erosion-control measures to protect these areas until adequate vegetation has been established.

12. Restore temporary access routes and any temporarily disturbed areas to original conditions, including original contours and vegetation.

13. Dispose of any excess material generated from the project above the ordinary high water mark and in an area not classified as a wetland.

SPECIAL CONDITIONS

1. This permit is not valid until the attached 318 authorization is signed and returned to Pat Saffel at the above address, faxed to 406-542-5529 or emailed to psaffel@mt.gov.
2. Instream work shall not occur before July 15 in Spring Creek.
3. Minimize disturbance to woody vegetation upstream and downstream of the crossings.

Note: This permit is valid for **one year** from the date of receipt.

318 AUTHORIZATION REVIEW

I have reviewed the above project on behalf of the Montana Department of Environmental Quality (DEQ) pursuant to the Montana Water Quality Act Short-term Water Quality Standards for Turbidity 75-5-318 MCA:

☐ This project **will not** increase turbidity if completed according to the conditions listed in the 310 or 124 permit. Therefore, application to DEQ for a 318 authorization **is not** required.

☐ Impacts to the physical and biological environment from turbidity generated as a result of this project are uncertain. Therefore, the applicant must contact the Montana Department of Environmental Quality, 1520 East Sixth Avenue, Box 200901, Helena, MT 59620-0901, (406 444-3080) to determine project specific narrative conditions required to meet short-term water quality standards and protect aquatic biota.

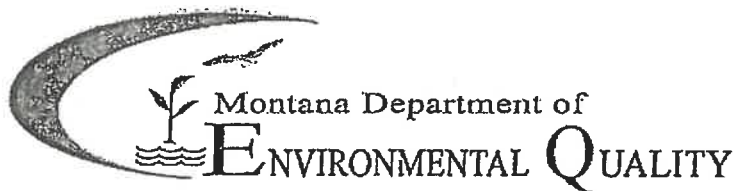
☒ Turbidity generated from this project is expected to be short-term and have only temporary and minor impacts on the physical and biological environment. Therefore, compliance with the conditions stated in **DEQ's Short Term Water Quality Standard for Turbidity Related to Construction Activity**, as well as other conditions listed in the 310 or 124 permit, are appropriate for this project.

Sincerely,



Patrick Saffel
Fisheries Manager

Cc: North Powell CD



SHORT-TERM WATER QUALITY STANDARD
FOR TURBIDITY RELATED TO
CONSTRUCTION ACTIVITY
(318 Authorization)

Dear Applicant:

This 318 authorization is the result of your recent application for a 310 permit from your local Conservation District or a 124 permit from Montana Fish, Wildlife and Parks. This authorization is valid for the time frame noted on your permit.


This is not your 310 or 124 permit and no construction activity should occur until you have received a valid 310 or 124 permit as well as any other permits that apply to this proposed construction activity.


This authorization is the result of an Operating Agreement between the Montana Department of Environmental Quality (DEQ), and Montana Fish, Wildlife and Parks (FWP).

The applicant agrees to comply with the conditions stated below, as well as other conditions listed in the 310 or 124 permit issued for this project. Signatures of the applicant and FWP are required to validate this authorization.

1. Construction activity in or near the watercourse are to be limited to the minimum area necessary, and conducted so as to minimize increases in suspended solids and turbidity that could degrade water quality and adversely affect aquatic life outside the immediate area of operation.
2. The use of machinery in the watercourse shall be avoided unless absolutely necessary.
3. All disturbed stream banks and adjacent areas created by the construction activity shall be protected with erosion control measures during construction. These areas shall be reclaimed with appropriate erosion control measures and revegetated to provide long-term erosion control.
4. Any excess material generated from this project must be disposed of above the ordinary high water mark, in an area not classified as a wetland, and in a position not to cause pollution of State waters.
5. Clearing of vegetation will be limited to that which is absolutely necessary for construction of the project.
6. This authorization does not authorize a point source surface water discharge. MPDES permit is required for said discharge.
7. Open cut creek crossings will not be allowed in flowing water. Stream water must be diverted around the open cut area (pump, flume etc.)
8. The applicant must conduct all activities in full and complete compliance with all terms and conditions of all permits required for this activity issued pursuant to the Montana Natural Streambed and Land Preservation Act (310 permit), the Stream Protection Act (124 permit) the Federal Clean Water Act (404 Permit), any MPDES permits for dewatering or storm water control in the construction area and any valid Memorandum of Agreement and Authorization (MAA) negotiated for this activity.

The FWP representative has determined that this project is within the scope of the programmatic Environmental Assessment prepared by DEQ and FWP for the issuance of narrative turbidity standards.

 Date: 4/18/24
FWP Representative's Signature

 Date: 5/21/25
Applicant's Signature

Name and location of project: Bridge and Culvert Installations, Spring Cr.

Revised: 5/12/2021 310 Form 270 and Instructions may be downloaded from: http://dnrc.mt.gov/licenses-and-permits/stream-permitting	CD/AGENCY		Application # <u>Click to enter text.</u>		Date Received <u> </u>	Date <u> </u>
	USE ONLY		Date Accepted <u> </u> Date <u> </u>		Date FW: to <u> </u>	Date <u> </u>
<i>This space is for all Department of Transportation and SPA 124 permits (government projects).</i>						
Project Name <u>Click to enter text.</u>						
Control Number <u>Click to enter text.</u> Contract Letting Date <u> </u> Date <u> </u>						
MEPA/NEPA Compliance <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, #C5 of this application does not apply.						

JOINT APPLICATION FOR PROPOSED WORK IN MONTANA'S STREAMS, WETLANDS, FLOODPLAINS & OTHER WATER BODIES

This is a standardized application to apply for one or all local, state, or federal permits listed below.

- Refer to instructions to determine which permits apply and submit a signed application to each applicable agency.
- Incomplete applications will result in the delay of the application process.
- The applicant is responsible for obtaining all necessary permits and landowner permission before beginning work.
- **Other laws may apply.**

	<u>PERMIT</u>	<u>AGENCY</u>	<u>FILL OUT SECTIONS</u>	<u>FEE</u>
	310 Permit	Local Conservation District	A - E and G	Inquire locally
X	SPA 124 Permit	Department of Fish, Wildlife and Parks	A - E and G	No fee
X	318 Authorization 401 Certification	Department of Environmental Quality	A - E and G	\$250 (318); \$400 - \$20,000 (401)
	Navigable Rivers Land Use License, Lease, or Easement	Department of Natural Resources and Conservation, Trust Lands Management Division	A - E and G	\$50, plus additional fee
	Section 404 Permit, Section 10 Permit	U. S. Army Corps of Engineers (USACE)	A - G F1-8	Varies (\$0 - \$100)
	Floodplain Permit	Local Floodplain Administrator	A - G	Varies by city/county (\$25 - \$500+)

A. APPLICANT INFORMATION

APPLICANT NAME (person responsible for project): State of Montana DNRC

Has the landowner consented to this project? ☒ Yes ☐ No

Mailing Address: 48455 Sperry Grade Rd., Greenough, MT 59823-9635

Physical Address: Same

Forester: Melissa Laskos Day Phone: 406-244-2385 Evening Phone: N/A E-Mail: melissa.laskos@mt.gov

Hydrologist: Andrea Stanley Phone: 406-542-4265 E-mail: andrea.stanley@mt.gov

LANDOWNER NAME (if different from applicant): same as above

Mailing Address: N/A

Physical Address: N/A

Cellphone: N/A Home Phone: N/A E-Mail: N/A

CONTRACTOR/COMPANY NAME (if applicable): Unknown at this time (Andrea Stanley, DNRC Hydrologist will assist).

PRIMARY CONTACT NAME: See above

Mailing Address: See above

Physical Address: See above

Cellphone: N/A Home Phone: N/A E-Mail: N/A

B. PROJECT SITE INFORMATION

1. NAME OF **STREAM** or **WATER BODY** at project location [Two locations, see list below](#)

Project Address/Location: [Click here to enter text.](#) Nearest Town [Ovando](#)

County [Powell](#) Geocode: [28-2438-16-1-01-01-0000](#)

Site A: NAME OF **STREAM** or **WATER BODY** at project location [Spring Creek](#)

Latitude [47.0573](#) Longitude [-112.9981](#)

[SE1/4 of NW1/4 of Section 16 Township 15N Range 11W](#)

Site B: NAME OF **STREAM** or **WATER BODY** at project location [unnamed tributary to Murphy Ditch](#)

Latitude [47.0530](#) Longitude [-113.0062](#)

[NW1/4 of SW1/4 of Section 16 Township 15N Range 11W](#)

2. Is the proposed activity within **SAGE GROUSE** areas designated as general, connected, or core habitat?
Yes ☐ No ☒ Attach consultation letter if required. Refer to section B2 in the instructions.
3. Is this a **STATE NAVIGABLE WATERWAY**? The state owns beds of certain navigable waterways.
Yes ☐ No ☒ If yes, send a copy of this application to the appropriate DNRC land office. Refer to section B3 in the instructions.
4. **WHAT IS THE CURRENT CONDITION** of the proposed project site? Describe the existing bank condition, bank slope, height, nearby structures, and wetlands. What vegetation is present? Refer to section B4 in the instructions.

[Site A](#): There is no current road crossing at this location. Spring Creek is a perennial stream supporting Bull trout, Westslope cutthroat trout, and Brook trout in the area of the proposed crossing. The bankfull width averages 10 feet within the reach and is 13.5 feet at the proposed crossing location. At the proposed crossing location the channel is slightly overwidened due to historic disturbance (an old road alignment crosses stream here and was likely used historically as a ford or bridge crossing). This location also appears to currently be a favored wildlife crossing which has caused some bank trampling. Vegetation at the reach includes shrubs (dogwood and willows), equisetum (AKA horsetails), and conifer. The alluvial stream bed is cobble- to gravel-sized and the stream gradient is approximately 2-3%. The watershed area above the proposed crossing is 3.7 square miles.

During field observations on November 2, 2023, the stream discharge is estimated at 4 cubic feet per second (cfs). The estimated 1% flood occurrence 817 ft³/s (USGS Stream Stats).

Bridge installation not part of Timber Sale Contract

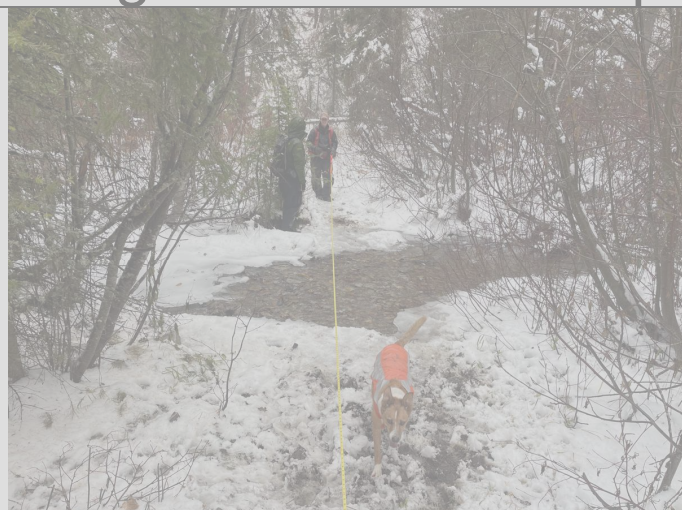


Photo at Site A looking across stream at proposed bridge location (November 2, 2023).

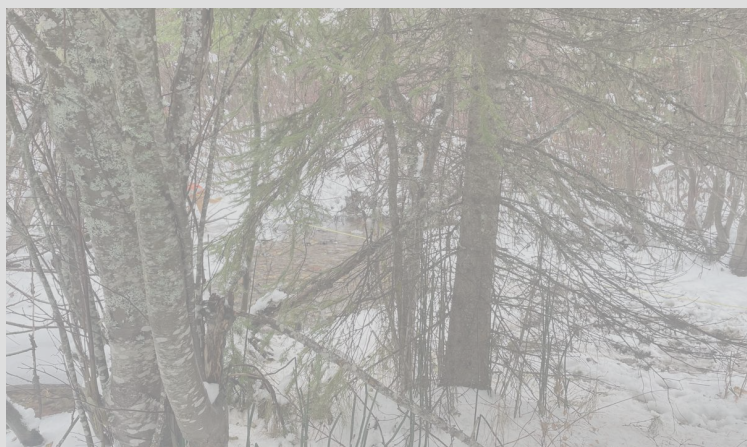


Photo at Site A looking up stream at proposed bridge location, where yellow tape is visible across stream. (November 2, 2023).

Site B: The existing road crossing at this location consists of an old log culvert that still transmits streamflow (no observed evidence of flow overtopping the road prism or water backed up at the inlet). The average stream width is 2 feet. Vegetation includes willows and grasses.

	
<p>Site B photo of stream reach adjacent to existing road crossing. (November 2, 2023).</p>	<p>Site B photo of existing crossing inlet. (November 2, 2023).</p>

C. PROPOSED PROJECT OR ACTIVITY INFORMATION

1. **TYPE OF PROJECT** (check all that apply) Refer to section C1 in the instructions.

- ☐ **Agricultural and Irrigation Projects:** Diversions, Headgates, Flumes, Riparian fencing, Ditches, etc.
- ☐ **Buildings/Structures:** Accessory Structures, Manufactured Homes, Residential or Commercial Buildings, etc.
- ☐ **Channel/Bank Projects:** Stabilization, Restoration, Alteration, Dredging, Fish Habitat, Vegetation or Tree Removal, or any other work that modifies existing channels or banks.
- ☒ **Crossings/Roads:** Bridge, Culvert, Fords, Road Work, Temporary Access, or any project that crosses over or under a stream or channel.
- ☐ **Mining Projects:** All mining related activity, including; Placer Mining, Aggregate Mining, etc.
- ☐ **Recreation related Projects:** Boat Ramps, Docks, Marinas, etc.
- ☐ **Other Projects:** Cistern, Debris Removal, Excavation/Pit/Pond, Placement of Fill, drilling or directional boring, Utilities, Wetland Alteration. Other project type not listed here _____

2. **IS THIS APPLICATION FOR** an annual maintenance permit? ☐ Yes ☒ No
(If yes attach annual plan of operation to this application) – Refer to section C2 in the instructions.

3. **WHY IS THIS PROJECT NECESSARY? STATE THE PURPOSE OR GOAL** of the proposed project. Refer to section C3 in the instructions.

The proposed stream crossings are part of a proposed timber sale in the area. Specifically, this crossing would access approximately half of the proposed harvest area. This crossing would also allow for permanent access for future monitoring and management of half of the DNRC-owned section.

4. PROVIDE A BRIEF DESCRIPTION of the proposed project plan and how it will be accomplished. Refer to section C4 in the instructions.

The proposed project plan is to install a permanent bridged stream crossing (at Site A) and replace an existing log culvert stream crossing with a metal culvert (Site B). Work will include installation of necessary rock armoring to the new bridge abutments and the culvert inlet and outlet. Project site locations are indicated in the map provided with this application.

5. WHAT OTHER ALTERNATIVES were considered to accomplish the stated purpose of the project? Why was the proposed alternative selected? Refer to section C5 in the instructions.

Alternatives considered for Site A include no-action, alternative crossing locations, and alternative access to the west side of Spring Creek via a non-DNRC road with a steep (20% grade) stretch and a failing culvert irrigation ditch crossing. The proposed bridge crossing was selected because the channel reach is considered relatively laterally and vertically stable because the channel emerges from a bedrock confined area immediately upstream. Selection of the bridge crossing alternative is due to desired option of obtaining permanent DNRC access to the western portion of the section.

Alternatives for Site B include no-action or road abandonment. No-action and continued use of the existing crossing would not meet Montana Forestry BMPs (i.e., risk crossing failure and/or sedimentation of the stream during use). Abandonment of the road segment would not meet the project need of obtaining road access to proposed harvest areas.

6. NATURAL RESOURCE BENEFITS OR POTENTIAL IMPACTS. Please complete the information below to the best of your ability.

* Explain any temporary or permanent changes in erosion, sedimentation, turbidity, or increases of potential contaminants. What will be done to minimize those impacts?

Local sedimentation and turbidity would be limited during project installation at Site A because little work would occur in the stream. Silt fence would be placed along the channel banks prior to any ground disturbing activities at Site A.

The only exception to equipment exclusion from the stream would be one piece of equipment (i.e., tracked excavator) may ford the stream (one round trip or 2 passes maximum) at location(s) agreed upon by the equipment operator and the forest officer. Effects to the bed and bank of the stream during equipment passing would be minimized by the temporary placement of logs in the stream and on the banks for the equipment to track on. This could be necessary for efficiency in constructing the road approaches and place bridge abutments. The alternative to crossing the stream would be operating multiple excavators or transporting the equipment 3.5 miles on alternative roads and an existing crossing downstream of Site A. Equipment stream crossing would be limited to after July 15 to August 31.

Road design for the crossing approach at Site B would include road drainage structures (rolling dips) that reduce the risk of road sediment delivery to the stream. Additionally, rock armoring of fills, slash filter windrows, and grass seeding will be used to avoid the risk of scour and erosion and sediment delivery following project construction.

Other measures to limit local sedimentation and turbidity include:

- Timing constructing periods of seasonally low or no-flow conditions.
 - Limiting vegetation, channel, and adjacent ground disturbance to what is necessary for effective implementation.
 - Stockpiling and staging excavated material and fill in areas where delivery to the stream is avoided.
 - Use of quick-establishing seed mix immediately following construction.
 - If work takes multiple days or precipitation is forecasted, would make use of temporary construction BMPs including straw wattles if needed.
-
- Will the project cause temporary or permanent impacts to fish and/or aquatic habitat? What will be done to protect the fisheries?

Fish are present at Site A and not at Site B. If equipment must ford the stream, a fisheries biologist will be present to salvage fish from the construction site and isolate the site with block nets if feasible. This would prevent the risk of direct impacts to fish. Effects to fish habitat will be minimized and avoided by preventing sediment delivery to the stream from the construction site (using construction BMPs including silt fence). Silt fence would be placed along the channel banks prior to any ground disturbing activities at Site A.

- What will be done to minimize temporary or permanent impacts to the floodplain, wetlands, or riparian habitat? Limiting equipment operation to the proposed road prism, minimizing the use of fill (i.e., keeping the road to the natural grade as much as possible), avoiding wet areas such as wetlands for road construction (this measure improves road performance as well by limiting the risk of grade saturation and road failure).

- What efforts will be made to decrease flooding potential upstream and downstream of project? Bottom chord will be 2.5 feet above the bottom of the channel at the road centerline. The purpose of keeping the bridge low is to minimize quantities of fill on the adjacent floodplain. The road approaches to the Spring Creek crossing will return to near native grade to minimize flood flow interference or funneling to the bridge crossing. The pipe at Site B has been sized appropriately to the channel size, such that flood flows may pass.

- Explain potential temporary or permanent changes to the water flow or to the bed and banks of the waterbody. What will be done to minimize those changes?

No permanent change to water flow is expected at both project sites. The proposed crossings are designed to convey the water without interference. The pipe at Site B would be installed at channel grade to avoid the risk of vertical adjustment of the channel following pipe placement (i.e., aggradation or scour and downcutting).

- How will existing vegetation be protected and its removal minimized? Explain how the site will be revegetated. Include weed control plans.

Clearing limits for vegetation that must be cleared for road construction will be clearly marked in the areas of the proposed stream crossings. This will help with ensuring only the vegetation that needs to be removed is affected by the project. Vegetation will not be removed from the channel. Limited vegetation will be impacted by placement of rock armoring (riprap) to protect the bridge abutment from scour. Post-disturbance, both sites will be revegetated with grass mix. Weed control including equipment inspection prior to site entry and post-construction spraying would be included in the road construction plan.

D. CONSTRUCTION DETAILS

1. **PROPOSED CONSTRUCTION DATES.** Include a project timeline. Start date Summer/Fall 2024
Finish date Summer/Fall 2025 How long will it take to complete the project? Approximately 3 days at Site A and 1 day at Site B. Is any portion of the work already completed? ☐ Yes ☒ No (If yes, describe previously completed work.)
Refer to section D1 in the instructions.

2. **PROJECT DIMENSIONS.** Describe length and width of the project. Refer to section D2 in the instructions.

Bridge installation not part of Timber Sale Contract

Site B: Replace existing wood culvert crossing on small stream with a with 32-foot x 24" diameter pipe.

3. **EQUIPMENT.** List all equipment that will be used for this project. How will the equipment be used on the bank and/or in the water? Note: All equipment used in the water must be clean, drained and dry. Refer to section D3 in the instructions.

Excavator, dozer, wacker packer, and dump truck. Deck placement will require a crane. Equipment operation would be mostly limited to the proposed and existing road prism. See further description on operation restrictions in C.6.

Will equipment from out of state be used? YES ☐ NO ☐ UNKNOWN ☒

Will the equipment cross west over the continental divide to the project site? YES ☐ NO ☐ UNKNOWN ☒

Will equipment enter the Flathead Basin? YES ☐ NO ☐ UNKNOWN ☒

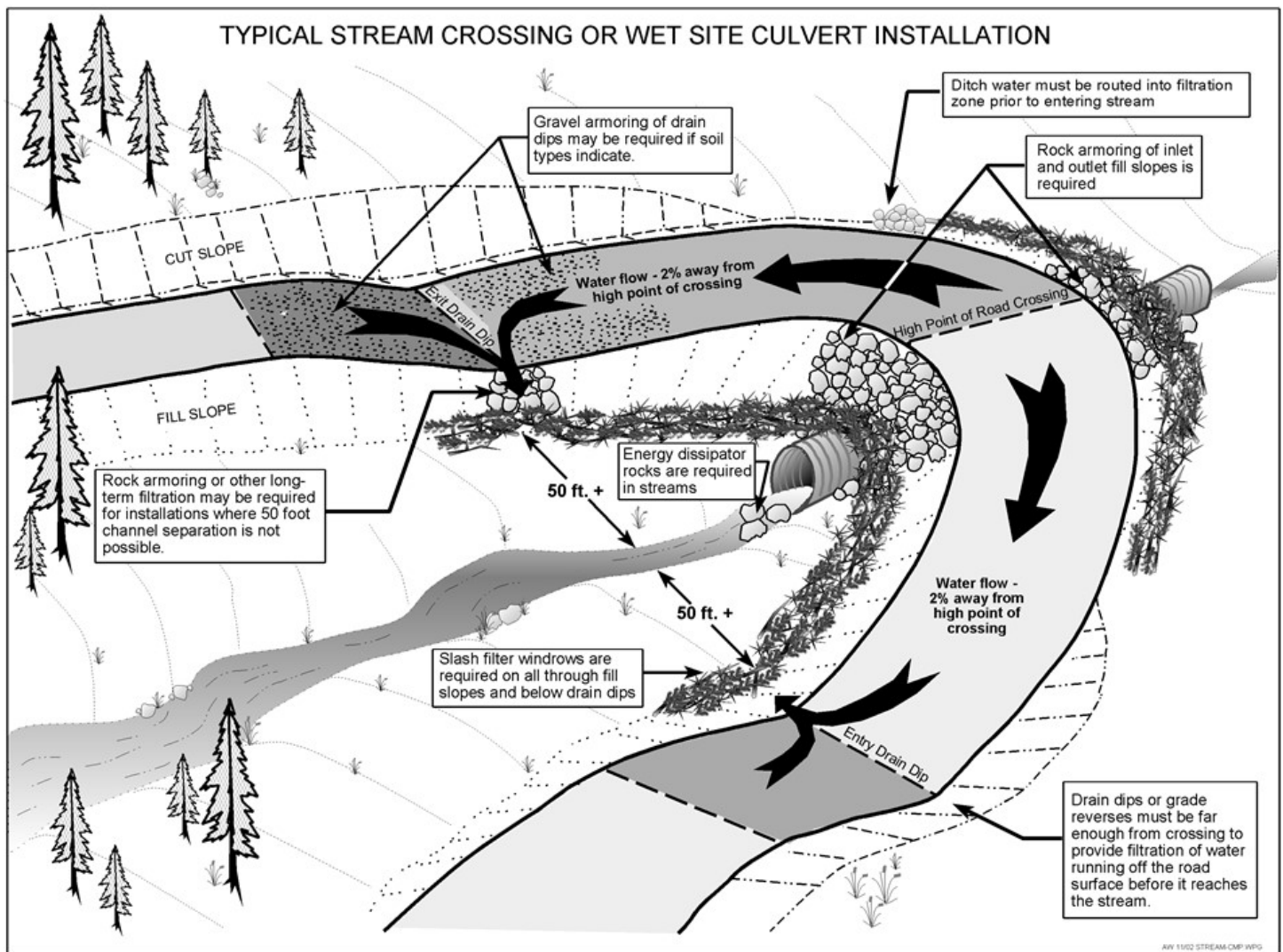
4. **MATERIALS.** Provide the total quantity and source of materials proposed to be used or removed. Note: This may be modified during the permitting process therefore it is **recommended you do not purchase materials until all permits are issued.** List soil/fill type, cubic yards and source, culvert size, rip-rap size, any other materials to be used or removed on the project. Refer to section D4 in the instructions.

Cubic yards/Linear feet	Size and Type	Source
<u>Site A: 35 long and 14" travel way</u> <u>Site A: 400 CY of fill</u>	<u>Portable Steel Bridge</u> <u>On-site from local borrow and drift from road construction.</u>	<u>Manufacturer</u>
<u>Site B: 32 linear feet</u>	<u>24" CMP</u>	<u>Manufacturer</u>
<u>Site B: 60 CY of fill</u>	<u>On-site from local borrow/drift from road construction.</u>	

E. REQUIRED ATTACHMENTS

1. **PLANS AND/OR DRAWINGS** of the proposed project. **Include:**

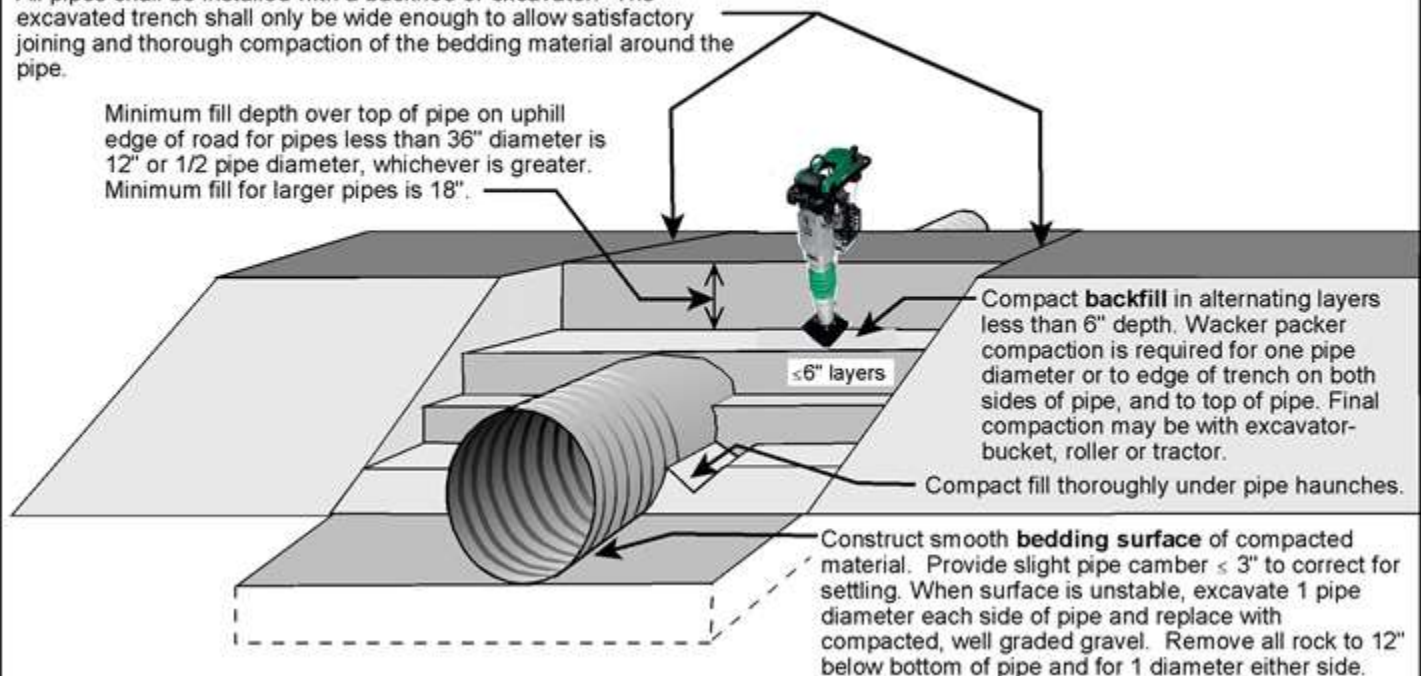
- Plan/Aerial view
- an elevation or cross section view
- dimensions of the project (height, width, depth in feet)
- location of storage or stockpile materials dimensions and location of fill or excavation sites
- drainage facilities
- location of existing/proposed structures, such as buildings, utilities, roads, or bridges
- an arrow indicating north
- Site photos



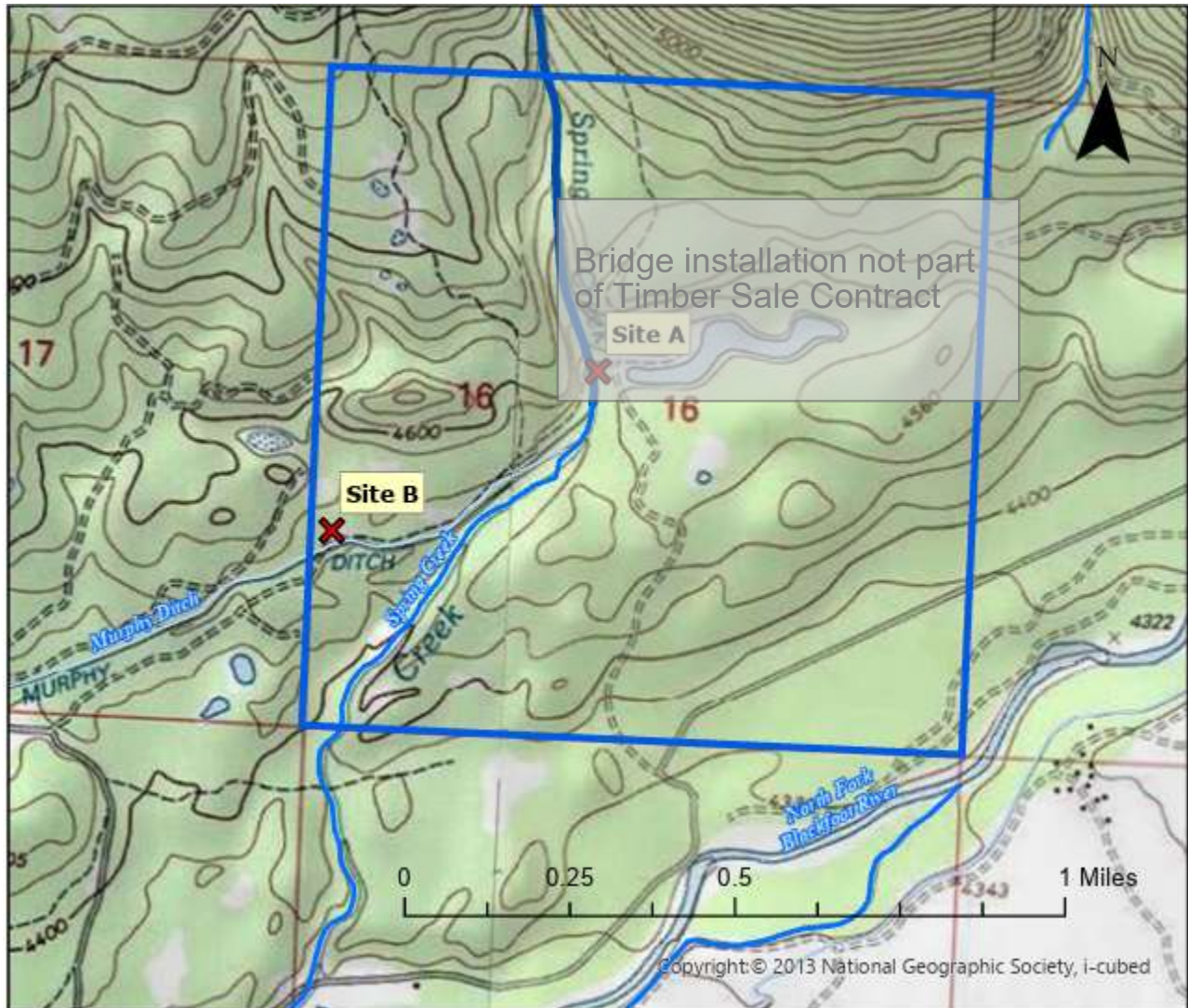
Installation Requirements

All pipes shall be installed with a backhoe or excavator. The excavated trench shall only be wide enough to allow satisfactory joining and thorough compaction of the bedding material around the pipe.

Minimum fill depth over top of pipe on uphill edge of road for pipes less than 36" diameter is 12" or 1/2 pipe diameter, whichever is greater. Minimum fill for larger pipes is 18".



2. **ATTACH A VICINITY MAP OR A SKETCH** which includes: The water body where the project is located, roads, tributaries, other landmarks. Place an “X” on the project location. Provide written directions to the site. This is a plan view (looking at the project from above).



Project Site A is located on Spring Creek at a relic ford crossing. Project Site B is located on a small stream tributary to the Murphy Ditch.

3. **ATTACH ANNUAL PLAN OF OPERATION** if requesting a Maintenance 310 Permit.

N/A

4. **ATTACH AQUATIC RESOURCE MAP.** Document the location and boundary of all waters of the U.S. in the project vicinity, including wetlands and other special aquatic sites. Show the location of the ordinary high-water mark of streams or waterbodies. **if requesting a Section 404 or Section 10 Permit.** Ordinary high-water mark delineation included on plan or drawings and/or a separate wetland delineation.

N/A

**F. ADDITIONAL INFORMATION FOR U.S. ARMY CORPS OF ENGINEERS (USACE)
SECTION 404, SECTION 10 AND FLOODPLAIN PERMITS.**

Not applicable.

G. SIGNATURES/AUTHORIZATIONS

Some agencies require original signatures. **After completing the form**, make the required number of copies and **then sign each copy**. Send the copies with original signatures and additional information required directly to each applicable agency.

The statements contained in this application are true and correct. The applicant possess' the authority to undertake the work described herein or is acting as the duly authorized agent of the landowner. The applicant understands that the granting of a permit does not include landowner permission to access land or construct a project. Inspections of the project site after notice by inspection authorities are hereby authorized. Refer to section G in the instructions.

APPLICANT (Person responsible for project):

Print Name: Andrea Stanley for DNRC (Hydrologist)



Signature of Applicant

Date

LANDOWNER:

Print Name: Melissa Laskos (Project Officer)



for Melissa Laskos

Signature of Landowner

Date

*CONTRACTOR'S PRIMARY CONTACT (if applicable):

Print Name: Unknown at this time

Signature of Contractor/Agent

Date

*Contact agency to determine if contractor signature is required.