

Advertising Dates: January 27, 2011 & February 3, 2011

TIMBER FOR SALE, UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, ORAL AUCTION as hereinafter designated will be received by the District Manager, Bureau of Land Management at the COOS BAY DISTRICT OFFICE, 1300 Airport Lane, North Bend, Oregon 97459-2000, on February 18, 2011 for all timber marked or designated for cutting. Sale will commence at 10:00 a.m. Before bids are submitted, full information concerning the timber, the conditions of sale and submission of bids, including the appraised price per species, should be obtained from the above District Manager. The prospectus is available online at [www.blm.gov/or/districts/coosbay/timbersales/index.php](http://www.blm.gov/or/districts/coosbay/timbersales/index.php). The right is hereby reserved to waive technical defects in this advertisement and to reject any or all bids. The United States reserves the right to waive any informality in bids received whenever such waiver is in the interest of the United States. Environmental Assessment No. OR 128-03-17, East Fork Coquille EA was prepared for this sale and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for this sale at the Coos Bay District Office. This sale notice, first published on January 27, 2011, constitutes the decision document for purposes of protests under 43 CFR Subpart 5003 - Administrative Remedies. Protests of any sale listed below must be filed within 15 days after the first publication of this notice; however, the doctrine of administrative finality precludes review of issues which could have been reviewed at the time at which a final decision was made. In COOS COUNTY: OREGON: O&C, CBWR: ORAL AUCTION: SALE NO. 11-36, RESEED CT. All timber designated for cutting on certain Federal lands in T. 27 S., R. 9 W., Sec. 26, N $\frac{1}{2}$  SE $\frac{1}{4}$ , Section 34, NW $\frac{1}{4}$  NW $\frac{1}{4}$ , S $\frac{1}{2}$  NW $\frac{1}{4}$ , E $\frac{1}{2}$  SW $\frac{1}{4}$ , NW $\frac{1}{4}$  SE $\frac{1}{4}$ , SE $\frac{1}{4}$  SE $\frac{1}{4}$ , Section 35, NE $\frac{1}{4}$  NW $\frac{1}{4}$ , NW $\frac{1}{4}$  SW $\frac{1}{4}$ , SE $\frac{1}{4}$  SE $\frac{1}{4}$ ; T. 28 S., R. 9 W., Section 1, NW $\frac{1}{4}$  NW $\frac{1}{4}$ , Section 3, Lots 1, 2, NW $\frac{1}{4}$  NE $\frac{1}{4}$ , SE $\frac{1}{4}$  NE $\frac{1}{4}$ , E $\frac{1}{2}$  SW $\frac{1}{4}$ , SW $\frac{1}{2}$  SE $\frac{1}{4}$  Will. Mer., estimated for the purpose of this sale to be 4430 MBF. No written bid for less than \$195,653.00 will be considered. Minimum deposit with written bid \$19,600.00.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
Coos Bay District Office  
1300 Airport Lane  
North Bend, OR 97459

January 27, 2011

TIMBER SALE NOTICE

1. ReSeed CT

11-36

4430 MBF

This Timber Sale Notice does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003-Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in The World newspaper on or about January 27, 2011. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper to ensure accurate knowledge of the exact publication date.

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction pursuant to Instructions to Bidders, as stated on Form No. 5440-9 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or his representative, at the COOS BAY DISTRICT OFFICE, 1300 Airport Lane, North Bend, Oregon on

**February 18, 2011**

This sale will commence at 10:00 a.m.

ENVIRONMENTAL ASSESSMENTS or CATEGORICAL EXCLUSIONS were prepared for these sales, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for these sales at the Coos Bay District Office.

A WRITTEN BID on Form 5440-9 at not less than the appraised price on a unit basis per species and the required minimum bid deposit shall be required to participate in oral bidding for each tract.

FOR SET-ASIDE TRACTS, the bidder must not have been determined by the Small Business Administration to be ineligible for preferential award of set-aside sales and must accompany his deposit with a self-certification statement that he is qualified as a small business concern as defined by the Small Business Administration in its regulations, Title 13, Chapter I, Part 121, as amended, of the Code of Federal Regulations (firm employs, together with its affiliates, 500 or fewer persons). The Form 5430-1, Self Certification Statement can be obtained at the oral auction timber sale and must be completed and submitted before qualifying to bid.

THE SUCCESSFUL BIDDER, as a condition of award, will be required to complete and/or sign the following forms:

1. Form 1140-6, a certification that the bid was arrived at by the bidder or offer or independently, and was tendered without collusion with any other bidder or offer or.
2. Form 1140-7, Equal Opportunity Affirmative Action Program Representation, for all contracts over \$10,000.
3. Form 1140-8, Equal Opportunity Compliance Report Certification.
4. Form 5450-17, Export Determination.

PRE-AWARD QUALIFICATIONS. The high bidder may be required to furnish information to determine the ability to perform the obligations of the contract. If the high bidder is determined not qualified, responsible or refuses to respond within fifteen (15) days of a request for information pertaining to qualifications, the contract may be offered and awarded for the amount of the high bid to the highest of the bidders who is qualified, responsible, and willing to accept the contract.

A PERFORMANCE BOND in an amount not less than 20 percent of the total purchase price will be required for all contracts of \$2,500 or more, but the amount of the bond shall not be in excess of \$500,000, except when the Purchaser opts to increase the minimum bond as provided in 43 CFR 5451.2. A minimum performance bond of not less than \$500 will be required for all installment contracts less than \$2,500.

QUALIFIED SMALL BUSINESS concerns may apply to the Small Business Administration for loan assistance to provide financing for access road construction required under the terms of qualifying timber sale contracts, and necessary contract changes will be made. Approval of loan applications rests with the Small Business Administration and may be contingent upon availability of funds. Applicants for such loans shall notify the Bureau of Land Management of their intention to apply for a loan.

LOG EXPORT AND SUBSTITUTION. All timber sales shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5420, as amended. "The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The Purchaser shall bear any increased costs for log branding and painting."

ADDITIONAL INFORMATION concerning each timber sale tract described herein is available at the above District office. A copy of the timber sale contract is also available for inspection at the District office. The prospectus is available online at [www.blm.gov/or/districts/coosbay/timbersales/index.php](http://www.blm.gov/or/districts/coosbay/timbersales/index.php).

THE VOLUMES LISTED herein are estimates only, based on 16-foot taper breaks, which must be taken into consideration if comparisons are made with volume predictions based on other standards. The volumes based on 32-foot taper breaks are shown for comparison purposes. No sale shall be made for less than the advertised appraised price. The purchaser shall be liable for the total purchase price, without regard to the amount bid per unit, even though quantity of timber actually cut or removed or designated for taking is more or less than the estimated volume or quantity so listed.

Appraised prices are determined by transaction evidence appraisal methods unless otherwise noted on individual timber sale notices.

A new Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to comply with the Endangered Species Act or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Coos Bay District Record of Decision and Resource Management Plan. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT
NOTICE OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES
Bidders and offerors are cautioned as follows: by signing this bid or offer or entering into this contract or lease, as the case may be, the bidder, offer or, or contractor will be deemed to have signed and agreed to the provisions of the Certification of Nonsegregated Facilities in this solicitation. The certification provides that the bidder or offer or does not maintain or provide for his employees facilities which are segregated on a basis or race, color, religion, sex, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offer or to agree to the Certification of Nonsegregated Facilities will render his bid or offer nonresponsive to the terms of solicitations involving awards of contract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.
In accordance with 41 CFR 60, as amended May 19, 1967, and Executive Order No. 11246 of September 24, 1965, as amended, this notification will be included in all notices of invitations for bid, lease, offers, and requests for proposal where prospective nonexempt contracts may exceed \$10,000.
Form 1140-4 (June 1974)

COOS BAY SALE NO. 11-36  
RESEED CT

COOS BAY DISTRICT OFFICE  
MYRTLEWOOD RESOURCE AREA  
SOUTH COAST

SALE DATE: February 18, 2011  
SALE TIME: 10:00 a.m.

SALE NO. 11-36, RESEED CT

COOS COUNTY: OREGON: O&C, CBWR: ORAL AUCTION: Bid deposit required: \$19,600.00

All timber designated for cutting on: T. 27 S., R. 9 W., Section 26, N $\frac{1}{2}$  SE $\frac{1}{4}$ , Section 34, NW $\frac{1}{4}$  NW $\frac{1}{4}$ , S $\frac{1}{2}$  NW $\frac{1}{4}$ , E $\frac{1}{2}$  SW $\frac{1}{4}$ , NW $\frac{1}{4}$  SE $\frac{1}{4}$ , SE $\frac{1}{4}$  SE $\frac{1}{4}$ , Section 35, NE $\frac{1}{4}$  NW $\frac{1}{4}$ , NW $\frac{1}{4}$  SW $\frac{1}{4}$ , SE $\frac{1}{4}$  SE $\frac{1}{4}$ ; T. 28S., R 9W., Section 1, NW $\frac{1}{4}$  NW $\frac{1}{4}$ , Section 3, Lots 1, 2, NW $\frac{1}{4}$  NE $\frac{1}{4}$ , SE $\frac{1}{4}$  NE $\frac{1}{4}$ , E $\frac{1}{2}$  SW $\frac{1}{4}$ , SW $\frac{1}{2}$  SE $\frac{1}{4}$ , Will Mer.

Approx. No. Merch. Trees	Est. Vol. MBF 32' Log	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Vol. Times Appraised Price
20,069	3,085	Douglas-fir	3,692	\$46.90	\$173,154.80
4,133	565	western hemlock	719	\$27.20	\$19,556.80
288	12	Port-Orford-cedar	16	\$155.30	\$2,484.80
18	3	red alder	3	\$152.20	\$456.60
<b>24,508</b>	<b>3,665</b>	<b>Totals</b>	<b>4,430</b>		<b>\$195,653.00</b>

**THIS TIMBER SALE HAS BEEN CRUISED, APPRAISED, AND ADVERTISED BASED UPON SCRIBNER BOARD FOOT MEASURE (16 FOOT LOG). THE MINIMUM BID FIGURES SHOWN BY SPECIES ARE DOLLARS PER THOUSAND BOARD FEET (MBF). THE MINIMUM BID INCREMENT WILL BE \$0.10 PER MBF. SCRIBNER BOARD FOOT VOLUMES (32 FOOT LOG) BY SPECIES ARE DISPLAYED FOR INFORMATIONAL PURPOSES.**

LOG EXPORT AND SUBSTITUTION RESTRICTIONS: Excepting Port-Orford-cedar, all timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

CRUISE INFORMATION: With respect to merchantable trees of all species in all cruise strata: the average DBHOB is 13.3 inches: the average gross merchantable log contains 46 bd. ft.; the total gross volume is approximately 4,653 thousand bd. ft.; and 95 % recovery is expected. The average DBHOB for Douglas-fir is 13.4 inches; and the average gross merchantable log contains 45 bd. ft. None of the total sale volume is salvage material. The following cruise method was used for volume determination:

VARIABLE PLOT: Timber volumes were based on a variable plot cruise using the Behres volume equation or form class tables for estimating board foot volumes of trees in 16-foot logs. Two hundred and fifty-six (256) plots were measured using a twenty (20) basal area factor (BAF). Two hundred and fifty-two (252) trees were randomly selected to be cruised.

COOS BAY SALE NO. 11-36  
RESEED CT

CUTTING AREA: Eight (8) units totaling approximately two hundred nine (209) acres must be partial cut.

ACCESS: Access to the sale area is provided via: Oregon State highways, County roads, Private controlled roads and Government controlled roads.

DIRECTIONS TO SALE AREA: From Hwy 42, at Ten Mile, OR, turn north onto Reston Road to the Flournoy Valley (Coos Bay Wagon Road). Turn left (west) onto the Flournoy Valley road for approximately 1.5 miles to BLM Burnt Mt. Access road (28-8-16.0). Turn right (north) onto the Burnt Mt Access Road and proceed approximately 7.6 miles to the 27-9-25.0 road; Refer to Exhibits A and A-1 for unit locations. The distance along the Burnt Mt Access road between the start of -25.0 road system (Units 7 and 8) and the -8.0 system (Units 4-6) is approximately 2.9 miles. From the -8.0 to the -3.0 system (Units 1-3) is approximately 1.4 miles.

ROAD USE & MAINTENANCE: Refer to Exhibit E Summary attached. Operator maintenance required on 12.2 miles of road.

Road Maintenance Fees Payable to BLM:	\$25,977.84
Rockwear Fees Payable to BLM:	\$3,060.37
Road Use Fees Payable to Plum Creek:	\$13,290.00
Rockwear Fees Payable to Plum Creek:	\$1,767.36

ROAD DECOMMISSIONING:

Soil Stabilization:

Dry Seed, fertilizer, & mulch: 17.9 acres (Post Haul)

Road Decommissioning:

Stream channel aggregate: 43 cu. yds. (truck measure)  
Stream channel reconstruction: 3  
Tank trap barriers: 19  
SIE/R roads: 13.6 stations  
SIE/R primary skid trails: 89.0 stations

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DURATION OF CONTRACT: Will be 36 months for cutting and removal of timber. The contract will contain special stipulations regarding logging, road construction, road use and maintenance, fire prevention, hazard reduction and logging residue reduction, log export and substitution, optional scale check of lump sum sales, equal opportunity in employment, cultural resource protection, and sensitive, threatened, or endangered plants or animals.

SPECIAL PROVISIONS: This list is not comprehensive. Please review the entire contract.

1. All equipment must be washed prior to entry into the contract area to control the spread of noxious weeds. Ground based yarding equipment must be washed prior to exiting Units 4 and 7 (Exhibit F) to prevent the spread of the Port-Orford-cedar root disease.
2. Winter haul is approved for the portions of Units 1, 2, 3, 5 & 6 that are accessed by rocked roads. All natural surfaced roads are summer haul only.
3. A marbled murrelet seasonal restriction prohibits falling, yarding, and road construction from April 1 to August 5 in portions of Units 1, 4, & 5. Additionally a marbled murrelet daily timing restriction restricts falling, yarding, and road construction from August 6 to Sept 15 to the period between two hours after sunrise and two hours prior to sunset, in portions of 1, 4, & 5. See the Exhibit A and seasonal restriction matrix.
4. No trees shall be felled into the Reserve Areas as shown on the Exhibit A. Line pulling, jacking, or other mechanical devices shall be used as necessary.
5. Damage shall affect less than 5% of reserve trees.
6. Lift trees and intermediate support trees may be necessary.
7. One-end suspension required in cable and ground base yarding areas.
8. Full suspension required over any stream channels.
9. A forwarder, log loader, tractor, or rubber tire skidder may be used to yard logs within the ground based yarding areas. Ground based equipment shall not operate within fifty feet of any stream channel and are restricted to areas with slopes less than 35%.
10. Log lengths shall not exceed 41 feet.
11. Shape and restore all landings to a natural contour to prevent erosion.
12. Seed and fertilize all landings, road cuts and fills, and waste areas.
13. Soil stabilization, water bar construction, surface infiltration enhancement & recolonization, and road barrier construction shall be conducted after the completion of harvest activities.
14. BLM will assume supervisory responsibility for disposal of logging slash.
15. Machine and/or hand piling of logging slash are required at all landing areas and within 20' of haul roads that are not designated to be decommissioned.
16. Access to the water hole via the Seed Orchard road, shown on the Exhibit A, must not be blocked for more than 10 minutes during Regulated Use (Coos FPA CS2, IFP level 2 or higher).
17. After yarding is complete the purchaser shall top 94 conifer trees and fell 141 conifer trees in Units 1, 3-8.
18. This contract contains provisions (Sec 41.b(11)) and Sec 41.b(12)) for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. These provisions include:

-The designation and sale of additional timber, such as corridor and guyline trees, at contract price, as necessary to facilitate safe and efficient logging. Such trees may be felled and removed when they are painted by the Authorized Officer;

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- Sale of additional timber volume at current fair market value where the species and/or size of trees are not representative of the forest stand(s) being thinned;
- Government reservation of trees previously marked for cutting replacement when the Authorized Officer determines that it is necessary in order to maintain stand densities consistent with objectives set forth in management prescriptions;
- The use of unilateral modifications executed by BLM for such additional and replacement timber;
- Revocation of the Purchaser's right to cut additional timber if the Authorized Officer determines that trees have been cut and removed that were not previously marked and approved for cutting and removal by the Authorized Officer; and,
- It is estimated that approximately ten percent of the sale volume (estimated at 443 MBF) of such additional timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal. This estimate is a net figure reduced by the estimate of the volume of trees previously marked for cutting, which the Authorized Officer may elect to reserve.

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**Seasonal Restriction Matrix** OR120-TS11-36 RESEED CT Timber Sale Prospectus

\*Restricted periods are Shaded; Conditional periods are Hatched; See Exhibit A for portions of units affected.

Sale Area	Activity	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
		1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
General All Units	Falling and bucking <sup>2</sup>																								
	Cable yarding <sup>2</sup>																								
	Road Maintenance & Decommissioning <sup>1</sup>																								
Units 4, 5, 7, & 8	Hauling on natural surfaced roads <sup>1,4</sup>																								
Units 1, 2, 3, 5, & 6	Hauling on rocked roads <sup>6</sup>																								
Units 1, 4, & 5	Marbled Murrelet restricted (portion) <sup>5</sup>																								
Units 4, 5, 7, & 8	Ground based yarding <sup>3</sup>																								

<sup>1</sup>Wet season restrictions may be shortened or extended depending on weather conditions.

<sup>2</sup> Bark slip seasonal restrictions may be conditionally waived upon written request and Authorized Officer approval. Strict compliance with damage provision required for continued operations.

<sup>3</sup> Ground based yarding restricted to periods when soil moisture levels are below 25% as determined by the Authorized Officer.

<sup>4</sup>The purchaser may elect to apply rock at their own expense and with the approval of the Authorized Officer to allow for winter haul. Actual quantities would be determined at the time the Purchaser elects to winter haul.

<sup>5</sup>Seasonal restriction prohibits falling, yarding, and road construction between April 1 and August 5<sup>th</sup>. Daily timing restrictions confine activities to the period two hours after sunrise to two hours before sunset August 6<sup>th</sup> through September 15.

<sup>6</sup>Hauling may be suspended when rain fall totals are expected to exceed 1 inch in 24 hours and soils are saturated. Placement of additional rock needed to prevent the delivery of sediment or any needed sediment traps will occur prior to the start of winter haul.

SCHEDULE I

Sec 40. TIMBER RESERVED FROM CUTTING. The following timber on the contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of the Government:

- a. All timber on the Reserve Area, shown on Exhibit A, which is attached hereto and made a part hereof, and all blazed, orange painted and/or posted trees which are on or mark the boundaries of the Reserve Area;
- b. All timber marked, by the Government, with orange paint above and below stump height within the Partial Cut Unit, as shown on the Exhibit A.
- c. All Seed Trees shown on Exhibit A. These trees are selected, genetically superior trees and are specially valued as a component of the tree improvement program. Any damage to such reserve trees caused by Purchaser shall be charged for on the basis of the resulting total loss to the Government including any loss in value as a superior seed source.
- d. All existing standing dead trees, except those snags that must be felled to permit safe working operation, provided that all snags felled must be retained on site;
- e. All existing downed wood in decay classes 3-5 and all existing downed wood twenty (20) inches or larger in diameter measured on the large end regardless of decay class;
- f. All felled timber within the Previously Felled Not Yarded Area, as shown on the Exhibit A;
- g. All Bearing Trees with metal tags that mark property corners, as shown on Exhibit A.

Sec 41. SPECIAL PROVISIONS. Purchaser shall comply with the special provisions which are attached hereto and made a part hereof unless otherwise authorized, in writing, by the Authorized Officer:

a. Periodic Payment and First Installment Adjustment

(1) Notwithstanding the provisions of Section 3(b), the amount of the first installment may be reduced by the Government when the Contracting Officer requests the Purchaser to interrupt or delay operations for a period expected to last more than thirty (30) days during the operating season. Such interruption or delay must be beyond the Purchaser's control. Operating Season shall be defined, for this purpose, as the time of year in which operations of the type required are normally conducted and not specifically restricted under the contract. The first installment may be reduced to five (5) percent of the installment amount listed in Section 3(b), during the delay period. The Purchaser must request such a reduction in writing. When the Contracting Officer notifies the Purchaser that operations may proceed, the purchaser shall have fifteen (15) days after such notification to return the first installment to the full value specified in Section 3(b). Failure to return the first installment to the full value within the allotted time will be considered a material breach of contract. No timber shall be cut or removed from the contract area until the first installment is restored to the full amount.

(2) Notwithstanding the provisions of Section 3(b), adjustments in the due dates for periodic payments may be made by the Government if the Contracting Officer interrupts or delays contract operations for a period

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expected to last at least thirty (30) days, and the interruption or delay is beyond the Purchasers control. Any adjustment made shall provide the Purchaser with an equal amount of operating time as would have been available without the delay. The Purchaser shall request such adjustment in writing before the due date for a periodic payment contained in Section 3(b).

b. Logging

(1) Prior to commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A pre-work conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved.

(2) Before beginning operations on the contract area for the first time, or after a shutdown of ten (10) or more days, the Purchaser shall notify the Authorized Officer in writing of the date he plans to begin operations. He shall also notify the Authorized Officer in writing if he intends to cease operations for any period of ten (10) or more days.

(3) In the Seasonal Restriction (MM) Area, as shown on Exhibit A, falling, yarding, and new road construction operations are prohibited in the period between April 1 and August 5. In addition a daily timing restriction confines activities to the period from two hours after sunrise to two hours before sunset between August 6 and September 15 both days inclusive.

(4) Due to bark slippage, no falling or yarding shall be conducted on the contract area between March 1 and June 30 of each calendar year, both days inclusive. Bark slip seasonal restrictions may be conditionally waived upon written request and Authorized Officer approval. Strict compliance with Sec.41.b(6) required for continued operations.

(5) No trees may be felled into the Reserve Area designated on the Exhibit A. Line pulling, jacking, or other mechanical devices shall be used as necessary to prevent trees from falling into these areas.

(6) Damage to residual trees shall affect less than 5% of reserve trees. Bark removed to cambium 3 inches wide or wider, top broken at 3 inches diameter or greater, root sprung trees, or any root collar damage shall constitute damage. Damage levels will be upon government sample of an affected area. Failure to resolve excess damage to reserve trees may result in suspension of operations and recovery of the value of the damaged timber in accordance with Section 13.

(7) Trees shall be felled, limbed, topped into lengths not to exceed forty-one (41) feet prior to yarding.

(8) In the Partial Cut Units, shown on Exhibit A, yarding (except for road rights-of-way and ground base yarding areas) shall be done with a skyline cable system according to the following:

(a) The skyline cable system shall be capable of being rigged in a multi-span configuration utilizing a carriage capable of yarding seventy-five (75) feet laterally from the skyline. Skyline roads shall not be spaced closer than one hundred fifty (150) feet apart, unless approved by the Authorized Officer.

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(b) One-end log suspension is required during yarding operations. Intermediate supports and/or lift trees may be required to obtain the required suspension. Full log suspension is required when yarding through the Full Suspension Area, shown on the Exhibit A.

(c) Where road locations allow, yarding will be done so that corridors run parallel to each other rather than radiate from a central landing.

(9) In the Ground-Based Yarding Area, shown on Exhibit A and within road right-of-ways, cutting and yarding shall be done according to the following:

(a) In addition to the requirements set forth in Sec. 25 of this contract, no ground-based logging operations shall be conducted on the contract area between October 15 of one calendar year and June 1 of the following calendar year, both days inclusive.

(b) Ground-based operations shall be conducted when soil moisture content is below 25%, or below 20% in Unit 8 as determined by the Authorized Officer. Unseasonably dry or wet weather may shorten or extend the operating season. The Purchaser shall be notified in writing when weather conditions extend the operating season. The Purchaser shall cease operations during periods of rain and shall be notified, after a soil-moisture assessment by the Authorized Officer, when operations may resume.

(c) Trees shall be felled manually or by a mechanized harvester utilizing a "cut-to-length" system capable of directionally felling, cutting to length, and depositing slash along the harvesting path.

(d) The yarding machine must be approved by the Authorized Officer. It must be equipped with a grapple or an extendable and retractable arch and fairlead that is an integral part of the machine that is capable of lifting the leading end of the turn clear of the ground. All logs in the Ground Based Yarding areas shall be yarded with their leading end clear of the ground. A forwarder or tracked log loader may also be used to yard logs within the Ground-Based Yarding areas.

(e) Primary skid trails shall use existing trails wherever possible, be spaced at least ninety-five (95) feet apart, and be no wider than 12 feet as measured between reserve trees.

(f) Primary skid trails shall be blocked with cull material after completion of harvest where the Authorized Officer determines vehicle access is possible.

(g) All ground based equipment shall be restricted to operating on slopes less than 35% and shall not operate within 50' of stream channels shown on Exhibit A.

(h) Primary skid trails with a slope greater than 15% that are left with more than 100 feet of continuous bare ground shall have water bars installed and/or be covered with slash for erosion control prior to October 15th.

(i) In the Areas of Primary Skid Trails to have Subsurface Infiltration Enhancement & Recolonization of Units 4, 5, and 8, shown on the Exhibit A, main skid trails shall be decompacted with an excavator as described in the Exhibit D and as directed by the Authorized Officer. Approximately 8900 feet of 12-foot wide ( $\approx$ 2.5 acres) forwarding trails shall receive this treatment.

(10) Sec 41.b(11) shall be the primary method for the identification, cutting, and removal of additional timber required for skyline corridors, yarding trails, and guy-line trees. Section 41.b(12) may be used at the discretion

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of the Authorized Officer. The purchaser shall be notified in writing when Section 41.b(12) is authorized for use.

(11) Before cutting and removing any trees necessary to facilitate logging in the Partial Cut Units, the Purchaser shall identify the location of the cable yarding roads, and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding the following conditions must be met:

(a) All cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Authorized Officer, the width of each cable yarding road shall be limited to twelve (12) feet.

(b) The Purchaser may immediately cut and remove additional timber to clear cable yarding roads; and provide tailhold, tieback, guyline, lift, and intermediate support trees; and clear danger trees when the trees have been marked with blue paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Section 3.(b) of the contract or sufficient bonding has been provided in accordance with Section 3.(d) of the contract.

(c) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Section 9 of the contract; or, the Authorized Officer determines that any tree that exceeds twenty-four (24) inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Section 8 of the contract.

(d) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.

(e) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Section 8 or 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser

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to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and

(f) The Government may reserve trees previously designated for cutting and removal by applying orange paint as replacements for additional trees cut and removed for skid roads and/or cable yarding roads when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescription. This may include the replacement of trees damaged by storm events, or insects or disease. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.

(12) In accordance with the requirements of Section 8 of the contract it has been determined that it is in the best interest of the Government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in the contract area which, is obstructing needed cable yarding roads, hazardous to workers, needed for guylines, tailhold, and/or tieback trees to meet all applicable State safety laws, codes or regulations. This timber must be cut or removed so that the Purchaser can continue active falling and yarding operations. The Purchaser is, therefore, authorized to cut and remove such additional timber in accordance with the provisions of Section 8 of the contract: provided, however, that:

(a) Seed trees, bearing trees, trees larger than 24", and trees located within the Reserve Areas are not included in this authorization;

(b) the Purchaser shall identify each tree sold and cut in accordance with this provision by marking the surface of the stump immediately after cutting with a large "X", cut with a chain saw, and by painting the stump with florescent red paint so that the stump can be visually located from a distance of not less than 100 feet;

(c) concurrently with falling, paint the end of the butt log of each tree with florescent red paint. When butt logs are yarded, deck separately for inspection by Authorized Officer;

(d) the Purchaser conforms to all requirements of Section 8 of this contract; provided that (1) the unit prices for additional timber within unit boundaries shall be the unit prices shown in Exhibit B of this contract, or the reappraised unit prices arrived at in accordance with Section 9 of this contract, and (2) timber outside of unit boundaries shall be sold at fair market value;

(e) no timber may be cut or removed under the terms of this provision if all contract payments required by Section 3.(b) or 3.(d) have been made; and,

(f) the permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:

1. failed to properly mark any stump with the "X" cut.
2. failed to properly mark any butt log with red paint.
3. cut any tree that was reserved for tree improvement and/or wildlife habitat.
4. cut any tree in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
5. cut any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground based yarding.

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6. failed to properly segregate any pulled over tree that was yarded to the landing.
7. cut any reserve tree that was not severely (as defined during the prework conference and documented in the approved logging plan) damaged from felling and yarding operations.
8. cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
9. cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.
10. cut more than the minimum number of trees necessary to properly serve as tie-backs for topped tailhold trees.

Failure to perform any of the conditions listed above may be considered a trespass.

If the permission to cut and remove additional timber provision is withdrawn, the Authorized Officer shall deliver to the Purchaser a written notice that additional sale of timber under this special provision is no longer approved.

If the permission to cut and remove additional timber provision is withdrawn, the Purchaser shall inform the Authorized Officer at least two working days prior to the need for cutting and yarding any guyline tree, tailhold tree, tie-back tree, danger tree, corridor tree, pulled over tree, and severely damaged tree. All sales of additional timber shall comply with Section 8 of the contract. The Contracting Officer may order the Purchaser, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the Government to safely measure and mark additional timber.

All cable-yarding and/or ground based equipment yarding trails upon which timber may be cut and removed in accordance with this special provision must be needed for the removal of timber sold under this contract and shall be limited to the narrowest width necessary for the yarding of logs with minimum damage to reserved trees.

The Purchaser shall be liable for damages in accordance with Section 13 of the contract for any reserved timber cut or removed in violation of the terms of this special provision.

(13) Prior to attaching any logging equipment to a reserve tree larger than 24 inches diameter at breast height, the Purchaser shall obtain written approval from the Authorized Officer, and shall take precautions to protect the trees from damage, as directed in writing by the Authorized Officer.

(14) To control the spread of noxious weeds and Port-Orford-cedar root disease, the purchaser shall conduct all operations involving the transportation and use of equipment and vehicles in strict accordance with the requirements shown on Exhibit F, which is attached hereto and made a part hereof. All road building and logging equipment shall be washed prior to moving in the Contract Area to minimize the spread of noxious weeds.

(15) During regulated use (Coos FPA – CS2 – IFPL 2 or higher), the Purchaser shall keep the Seed Orchard Road to the water hole, shown on the Exhibit A, clear of trees, rock, dirt and other debris so far as is practicable. The road shall not be blocked by such operations for more than 10 minutes. In addition the waterhole area shall not be used to park equipment or deck logs during the regulated use period.

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(16) During logging operations, BLM Road Nos. 27-9-33.0, 27-9-35.0, 28-9-3.0, 28-9-8.0, 28-9-2.7, and 28-9-26.2, which access non-BLM lands, shall not be blocked by logging operations or debris for more than 20 minutes unless otherwise approved in writing by the Authorized Officer.

(17) After completion of yarding activities, the Purchaser shall fell one hundred forty one (141) trees and top ninety four (94) trees in the Snag and Down Wood Treatment Areas, as shown on the Exhibit A, and as directed by the Authorized Officer according to the following:

- (a) Unit 1: fell three (3) and top two (2) trees;
- (b) Unit 2: no tree felling or topping is required;
- (c) Unit 3: fell thirty nine (39) and top twenty six (26) trees;
- (d) Unit 4: fell fifteen (15) and top ten (10) trees;
- (e) Unit 5: fell twenty four (24) and top sixteen (16) trees;
- (f) Unit 6: fell twenty four (24) and top sixteen (16) trees;
- (g) Unit 7: fell nine (9) and top six (6) trees;
- (h) Unit 8: fell twenty seven (27) and eighteen (18) trees.

The Purchaser shall top the trees above the third live whorl at a minimum height of forty feet or at sixty feet if no live limbs occur below sixty feet. Trees selected for treatment shall be from the co-dominant tree class as directed by the Authorized Officer. Topped trees shall be painted at breast height with fluorescent paint such that they are visible from at least 150', felled trees shall have the butt ends painted. Number and location of treated trees shall be depicted on a map such that they may be easily verified.

Trees already exhibiting the desired characteristics (recent broken tops or blow-down and requisite size class located within the Snag and Down Wood treatment area) may be credited, at the discretion of the Authorized Officer, toward the required total if the Purchaser identifies the substitute trees with fluorescent paint visible from at least 150' and the trees are correctly identified on a map such that they may be easily verified.

c. Road Use and Maintenance

(1) The Purchaser shall be required to secure written approval to use or haul equipment over Government owned or controlled structures when that equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit.

(2) Tracked type equipment shall not be allowed to cross over concrete bridge decks, other concrete surfaced structures or asphalt surfaced roads without the proper protection of that surface. Prior approval shall be obtained from the Authorized Officer when crossing with protective devices. Details of such equipment shall

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be furnished to the Authorized Officer for evaluation of load characteristics, at least fifteen (15) days prior to proposed move in. Details shall include:

- (a) Axle weights when fully loaded;
- (b) Axle spacing;
- (c) Transverse wheel spacing;
- (d) Tire size;
- (e) Outside width of vehicle;
- (f) Operating speed;
- (g) Frequency of use; and,
- (h) Special features (e.g. running tracks, overhang loads, etc.).

The Purchaser shall be responsible for repair of any damage to structures caused by the use of overweight or over-dimension vehicles: (1) without written approval, (2) in violation of the conditions of a written approval or (3) in a negligent manner. The amount of actual damage shall be determined by the Authorized Officer following a technical inspection and evaluation.

(3) The Purchaser is authorized to use the roads shown on Exhibit E, attached hereto and made a part hereof, for the removal of Government timber sold under the terms of this contract and for haul of mineral material required under the terms of this contract; provided, that the Purchaser shall pay the road maintenance fees and road rockwear fees totaling \$29,038.21, as shown on Exhibit E. Unless the total maintenance and rockwear fees due BLM are paid prior to commencement of operations on the contract area, payments shall be made in installments payable in the same manner as and together with payments required by Section 3 of this contract.

(4) The Purchaser shall perform maintenance and repair of such roads shown on Exhibit D in accordance with the maintenance specifications listed in Exhibit D, attached hereto and made a part hereof.

(5) At all times during the period of his operations on the contract area, and upon completion of said operations, the Purchaser shall be liable for maintenance and repair of such roads shown on Exhibit D resulting from wear or damage in accordance with the maintenance specifications as shown on Exhibit D.

(6) Hauling on natural surfaced roads will be permitted between June 1 and October 15 unless dry conditions extend the hauling season, as directed by the Authorized Officer.

(7) The following management practices shall be used to prevent delivery of haul-related sediment to the stream network during wet season haul:

(a) Apply additional lift of rock to the area of road that can influence the stream if rill erosion is evident in the road read near a stream crossing. Hard rock shall be in place at the start of winter haul and additional rock applied as necessary to maintain the stream crossing for the duration of wet season haul

(b) Contain offsite movement of sediment from the road or ditch flow near stream by installing a silt fence or other sediment-trapping device. Such control measures must allow for the free flow of water without detention or plugging. The control measure must receive frequent maintenance with accumulated sediment disposed of in accordance with Authorized Officer instructions. Silt fences or

sediment traps shall be in place prior to the start of winter haul.

(8) Hauling during the wet season may be suspended if more than 1 inch of rain is expected in a 24-hour period and the Authorized Officer determines that the soils in the Contract Area are already saturated and the sediment prevention measures in described in 41.d.(5) would be ineffective at preventing sediment delivery to the stream network. The NOAA - National Weather Service - Hydrometeorological Prediction Center web site, <http://www.hpc.ncep.noaa.gov/qpf/qpf2.shtml> (Quantitative Precipitation Forecast) shall be used as the rainfall forecast tool unless otherwise directed by the Authorized Officer.

(9) With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users of any BLM controlled road included in Section 41.c.(1) and 41.d.(3) of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on these roads.

(10) The Authorized Officer may at any time, by written notice, terminate the Purchaser's operator road maintenance obligations and require instead payment of current Bureau of Land Management road maintenance fees for the particular surface type of the road(s) involved. These fees will be applied to the remaining contract volume on the sale area, as determined by the Authorized Officer, to be transported over the roads listed in Section 41.c.(1) and 41.d.(3). If the total road maintenance fee does not exceed \$500.00, the Purchaser shall pay such amount in full prior to use of such roads. If the total road maintenance fee exceeds \$500.00, the Authorized Officer shall establish an installment schedule of payments of the maintenance obligation.

(11) In the use of required company roads shown on the Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreements between the United States and Plum Creek Inc. – RWA C-354, & C-48. The Agreements are available for inspection at the Bureau of Land Management, Coos Bay, Oregon. Prior to commencement of operations, the Purchaser shall furnish to the Authorized Officer a copy of the executed License Agreements issued under the terms of the Right-of-Way Agreements.

Default by the Purchaser of said Right-of-Way and Road Use Agreements, of any License Agreements executed pursuant thereto, for failure to pay appropriate road use fees or road maintenance fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. Road maintenance fees may change during the course of the contract as determined by the Licensor. It is the responsibility of the Purchaser to pay fees current at time of haul. The fees calculated in the Exhibit E include:

Road Use Fees Payable to Plum Creek:	\$13,290.00
Road Maintenance Fees Payable to Plum Creek:	\$1,767.36

If a Licensor is the purchaser, allowances have been made for amortization of capital investment of the roads covered by the Licensor's Agreement in accordance with 43 CFR 2812.6, 2(a)(5); it is understood that the purchase price stated in Section 2 of this contract is the net price and that no deduction will be made from the contract price because of such allowance.

d. Fire Prevention, Hazard Reduction and Logging Residue Reduction

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(1) BLM will assume supervisory responsibility for disposal of logging slash. The assumption by the Government of all obligations for the disposal or reduction of fire hazard under State law does not relieve the Purchaser of the obligations to perform the fire prevention, hazard reduction and logging residue reduction measures required by this contract.

(2) Fire Prevention and Hazard Reduction. Primarily for purposes of fire prevention and fire hazard reduction, the Purchaser shall comply with the following provisions:

(a) Prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, the Purchaser shall prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.

(b) Slash shall be disposed of in accordance with the written instructions of the Authorized Officer.

(3) Logging Residue Reduction and Biomass Removal. Primarily for purposes of fire prevention the Purchaser shall comply with the following provisions:

(a) Notwithstanding the provisions of Sec. 15 of this contract, the Government shall be responsible for disposing of slash created by the Purchaser's operations at all landing sites in the sale area.

(b) All logging debris accumulated on the landing shall be piled. As much as possible, piling on landings shall be reduced to the least amount of piles necessary and shall be free of soil and rock. Alternatively, accumulations of logging debris can be scattered throughout the unit by logging equipment at the direction of the Authorized Officer.

(c) The Purchaser shall scatter into the completed harvest unit all logging residue one-half inch (1/2") to six inches (6") in diameter (small end) which is greater than two feet (2') in length and is within twenty feet (20') slope distance of the outside edge of the road shoulder of the BLM Road Nos. 27-9-26.2, 27-9-35.0, 28-9-2.7, 28-9-3.0, and 28-9-8.0. Removal shall be accomplished by hand or with mechanized equipment capable of reaching the required twenty feet without leaving the road surface.

(d) Unless directed by the Authorized Officer, no landing piles shall be within fifteen feet (15') of any reserve tree.

Specifications for Landing Pile Covering

(a) The Purchaser shall place polyethylene plastic, maximum 4 MIL thick and black in color over the pile to provide a barrier from winter rains. Unless otherwise directed, the size of plastic shall not exceed 100 square feet (10 X 10).

(b) Larger piles may receive additional polyethylene plastic sheeting in excess of the 100 square feet to adequately cover the pile. Piles within this size limit will be identified by the Authorized Officer before the landing pile covering begins.

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(c) In the piled area being covered, material that extends beyond the general contour of the pile shall be cut off and placed on the pile to prevent tearing of the plastic during seasonal winds.

(d) Plastic covering shall be placed on top of the pile to ensure the center of the piles remains dry and shall be weighted down with logging debris and shall be tied down with twine on all four corners.

(e) All piles shall be covered by September 30 of the same year of piling.

(f) Biomass Utilization Option:

1. If the Purchaser elects to remove biomass generated from harvest activities within the Partial Cut Units, the Purchaser shall notify the Authorized Officer in order to arrange for on-site inspections of the removal operations and shall provide information on the total tonnage of biomass material removed from the sale area.

2. Upon completion of the biomass removal, the Purchaser shall notify the Authorized Officer to arrange for a final inspection of the landing site.

Specifications Applicable to Landing Pile Burning

(a) The Purchaser shall begin landing pile burning within 14 hours of notification by the Authorized Officer.

(b) The Purchaser shall remove and dispose of all plastic exceeding the 100 square foot limit in accordance with Federal, State and municipal laws. Removed polyethylene sheeting shall be not be disposed of in burn piles.

(c) Manpower and Equipment Requirements for burning of piles are:

1. One (1) English-speaking foreman for crew supervision
2. Three (3) person burn crew
3. Three (3) drip torches and a sufficient amount of fuel to complete all landing pile burning.

(d) A minimum of 80 % consumption of each pile is required.

(e) No mop-up is required of the Purchaser.

All listed personnel shall be physically fit, experienced and fully capable of functioning as required. All personnel shall arrive at the project area(s) with the following personal safety equipment: Long sleeve natural fabric shirt (or nomex), full length natural fabric trousers (or nomex), minimum eight (8)-inch top leather boots, hardhat, and leather gloves. All listed equipment shall be in good usable condition.

In case of injury to personnel or damage to equipment furnished as required by this subsection, liability shall be borne by the Purchaser, unless such injury or damage is caused by Government negligence.

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Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the men and equipment required herein, the Purchaser shall be responsible for all additional costs incurred by the Government in disposing of slash including but not limited to the wages and other costs of providing federal employees and others as substitute labor force, the cost of providing substitute equipment and appropriate additional overhead expenses.

e. Log Export and Substitution

(1) All timber sold to the Purchaser under the terms of this contract is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8-3/4) inches in thickness or less; (6) shakes and shingles.

(2) Substitution will be determined under the definition found in 43 CFR 5400.0-5(n).

(3) The Purchaser is required to maintain and upon request to furnish the following information:

- (a) date of last export sale;
- (b) volume of timber contained in last export sale;
- (c) volume of timber exported in the past twelve (12) months from the date of last export sale;
- (d) volume of Federal timber purchased in the past twelve (12) months from the date of last export sale;
- (e) volume of timber exported in succeeding twelve (12) months from date of last export sale; and,
- (f) volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.

(4) In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a "Certificate as to Nonsubstitution and the Domestic Processing of Timber" (Form 5460-16). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

(5) In the event an affiliate of the Purchaser has exported private timber within twelve (12) months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request,

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obtain from the affiliate information in a form specified by the Authorized Officer and furnish the information to the Authorized Officer.

(6) Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer a "Log Scale and Disposition of Timber Removed Report" (Form 5460-15) which shall be executed by the Purchaser. In addition, the Purchaser is required under the terms of this contract to retain for a three-year period from the date of termination of the contract the records of all sales or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management.

(7) Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs with a scaling diameter (small end inside bark) of over 10 inches, prior to the removal of timber from the contract area. All loads of 11 logs or more will have a minimum of 10 logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs will be branded on loads of 10 logs or less. One end of all branded logs to be processed domestically will be marked with a 3 square inch spot of highway yellow paint. The Purchaser will stop trucks for accountability monitoring at mutually agreed upon locations when notified by the Authorized Officer.

If multiple trailers (mule trains) are used, each bunked load shall be considered an individual load, and these guidelines will apply to each bunked load. If a flatbed stake trailer is used, each bundle will be treated as a separate load.

At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. Any increased costs for log branding and painting shall be the responsibility of the Purchaser.

(8) In the event of the Purchaser's noncompliance with this subsection of the contract, the Authorized Officer may take appropriate action as set forth in Section 10 of this contract. In addition, the Purchaser may be declared ineligible to receive future awards of Government timber for a period of one year.

f. Optional Scale Check of Lump Sum Sales

(1) The Government, at its option, may administratively check scale any portion of the timber removed from the contract area, and if necessary, conduct check scaling of independent scalers contracted to BLM for administrative check scaling purposes. The Purchaser hereby agrees to make such contract timber available for such scaling at a location or locations to be approved in writing by the Authorized Officer. At the approved location or locations, the Purchaser shall provide an area for logs to be safely rolled out for scaling, to unload logs from trucks, place logs in a manner so that both ends and three faces of each log are visible for scaling, and to reload or remove logs after scaling has been completed.

(2) In the event that BLM elects to administratively check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows. If the entire sale is check scaled by yard scale, the purchase price of this contract shall be reduced by \$2,215.00. In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of \$2,215.00 which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to

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the Purchaser for any expense or loss incurred as a result of such scaling. Scaling shall be conducted in accordance with the Eastside Scribner Scaling Rules by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report will be made available to the Purchaser upon request.

g. Equal Opportunity in Employment

(1) Certification of Nonsegregated Facilities, Form 1140-3, is attached hereto and made a part hereof.

h. Cultural Resource Protection

(1) If in connection with operations under this contract, the Purchaser, his contractors, sub-contractors, or the of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the contract area such as historical or prehistorical ruins, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Authorized Officer.

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

i. Sensitive, Threatened, or Endangered Plants or Animals

The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:

- (1) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
- (2) when, in order to comply with the Endangered Species Act or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Coos Bay District Record of Decision (ROD) and Resource Management Plan (RMP), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (3) federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;

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- (4) other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;
- (5) when, in order to comply with a court order which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
- (6) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (7) species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
- (8) when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

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

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

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

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

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

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

## SPECIAL PROVISIONS TO CONTROL THE SPREAD OF NOXIOUS WEEDS

### Vehicle and Equipment Cleaning

1. Cleaning shall consist of the removal of soil and debris by washing with a high pressure hose or steam cleaning. Cleaning and inspection sites will be agreed to by Purchaser and BLM. All petroleum product residues shall be contained at wash sites and dealt with in accordance to DEQ standards. Contractor shall provide an approved plan for the cleaning station that demonstrates that the station meets all DEQ and water quality regulations. All necessary permits shall be obtained by the contractor.
2. All equipment parts shall be cleaned as designated by the Authorized Officer, including removal of tractor belly plates.

All construction, logging and slash disposal equipment shall be cleaned prior to entering the contract area. The Authorized Officer will determine if log trucks and vehicles used for transportation of personnel shall be cleaned, based upon the location of use immediately prior to current timber sale. If the vehicles have been in a weed-infested area, they shall be washed before entering Contract Area, as shown on Exhibit A.

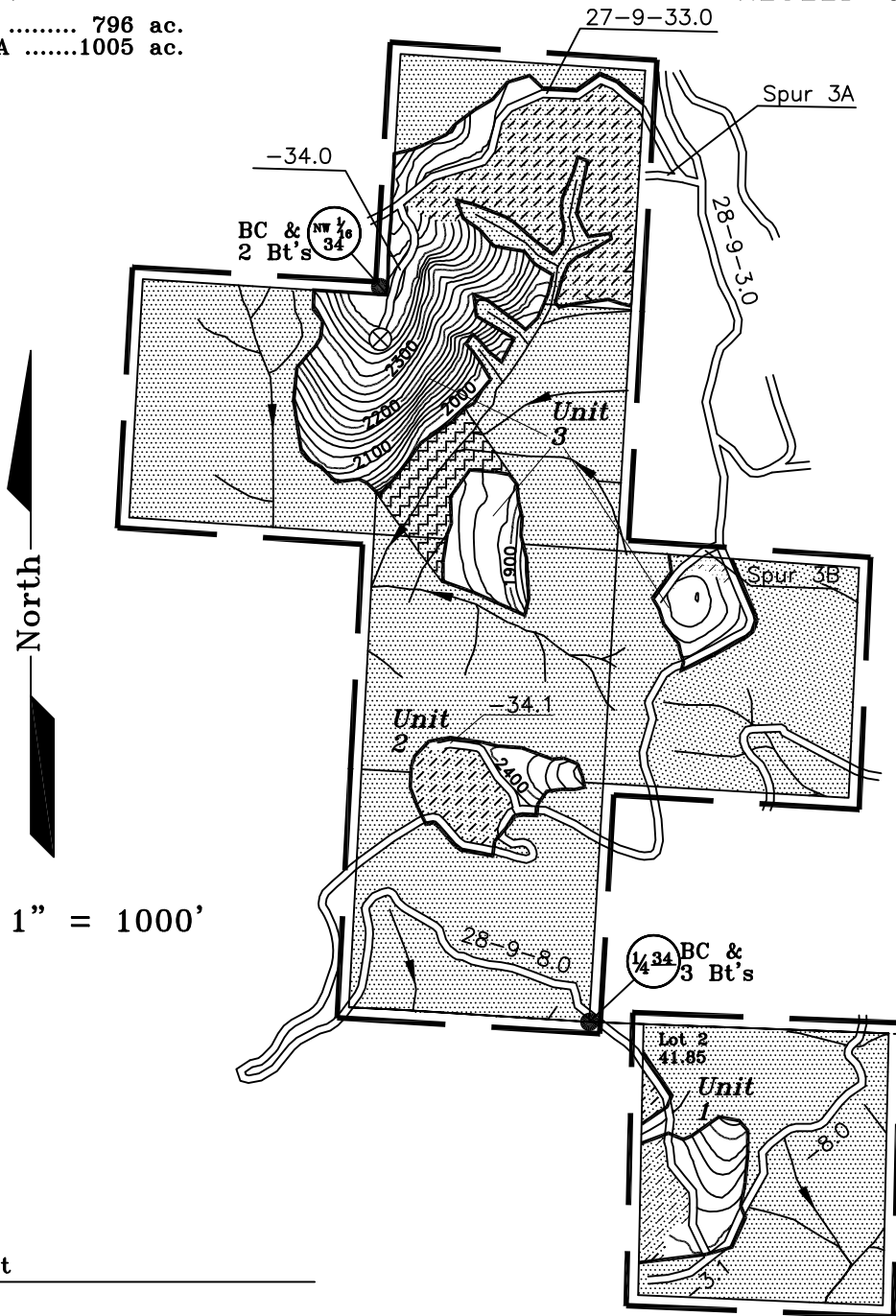
3. Ground-based equipment must be washed prior to leaving Units 4 and 7 at a site designated by the Authorized Officer to prevent the possible spread of *Phytophthora lateralis*.

TIMBER SALE CONTRACT MAP  
 USDI-BLM COOS BAY DISTRICT  
 T.27 S., R.9 W., Secs. 26,34&35 Will. Mer.  
 T.28 S., R.9 W., Secs. 1&3 Will. Mer.

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TOTAL RESERVE AREA ..... 796 ac.  
 TOTAL CONTRACT AREA .....1005 ac.

UNIT 1.....	5 ac.
UNIT 2.....	2 ac.
UNIT 3.....	40 ac.
UNIT 4.....	70 ac.
UNIT 5.....	45 ac.
UNIT 6.....	18 ac.
UNIT 7.....	13 ac.
UNIT 8.....	16 ac.
<b>TOTAL .....</b>	<b>209 ac.</b>



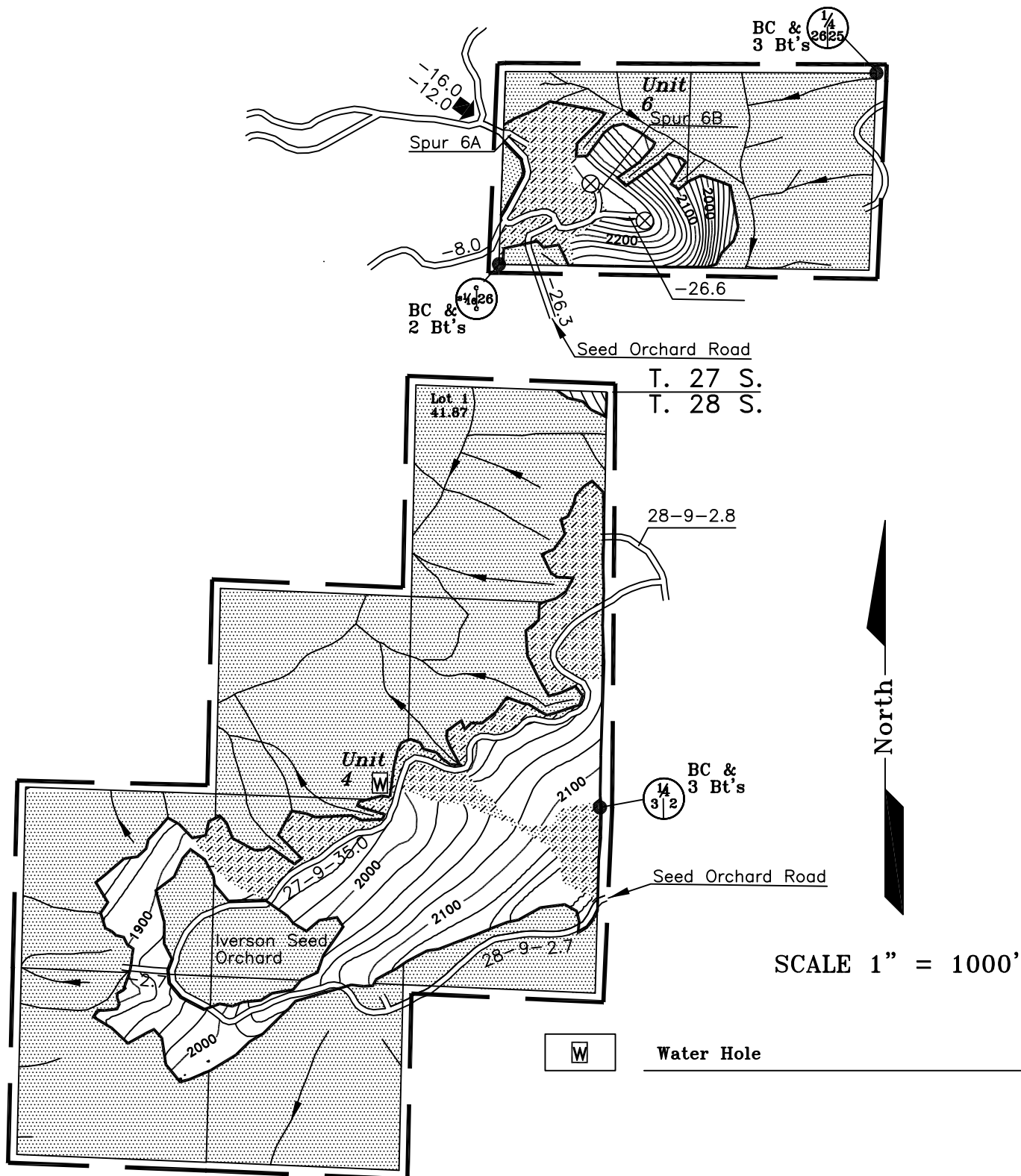
SCALE 1" = 1000'

T. 27 S.  
 T. 28 S.

	Partial Cut Unit		Existing Road
	Reserve Area		Corner Found
	Previous Yarded Area - Reserve		Proposed Landing
	Previous Felled Not Yarded Area - Reserve		Road Number Break
	Full Suspension Area		
	Boundary of Cutting Area, Blazed, Posted and Painted		
	Boundary of Contract Area		

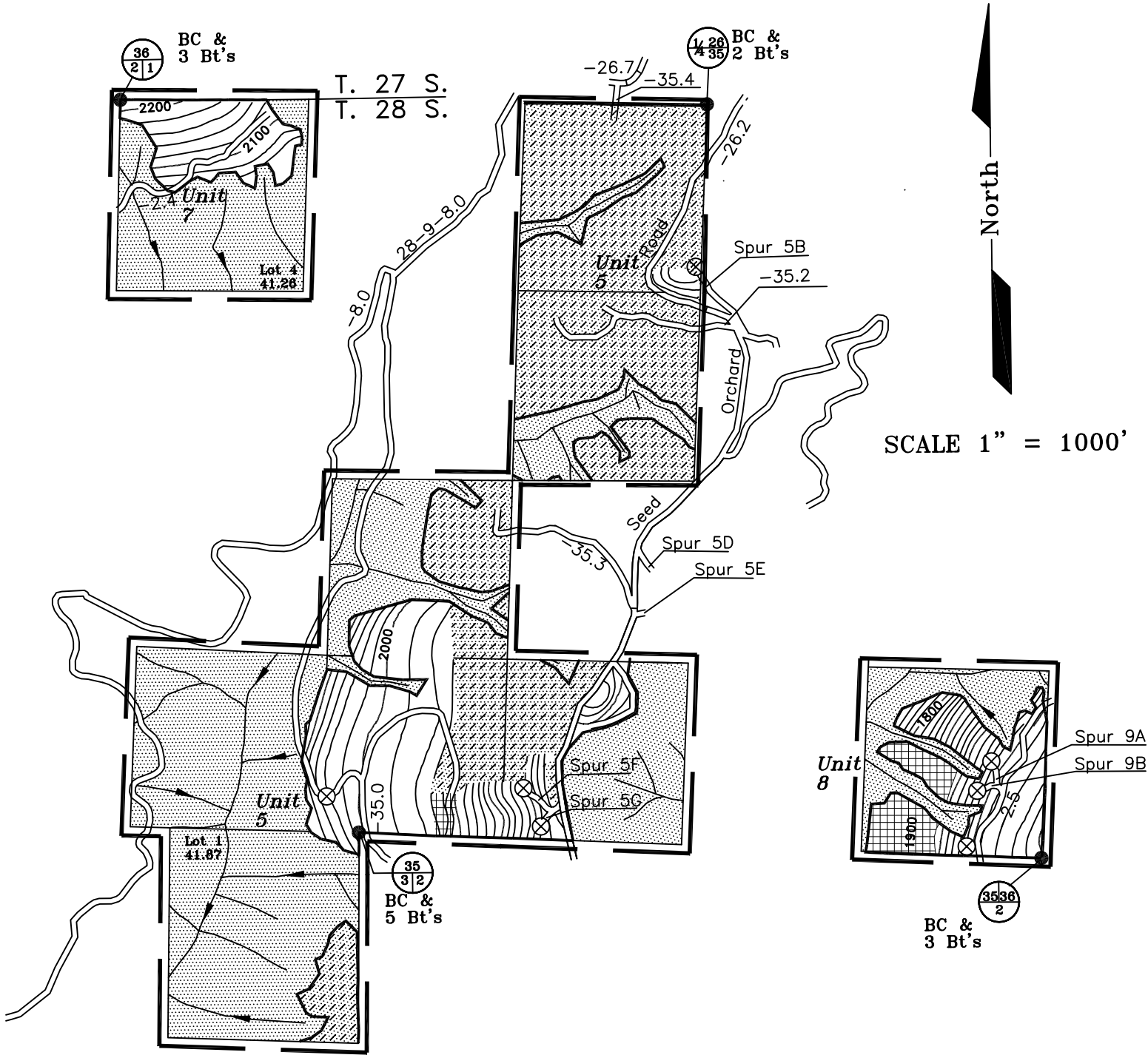
TIMBER SALE CONTRACT MAP  
 USDI-BLM COOS BAY DISTRICT  
 T.27 S., R.9 W., Secs. 26,34&35 Will. Mer.  
 T.28 S., R.9 W., Secs. 1&3 Will. Mer.

SALE NO.11-36  
 EXHIBIT A  
 Page 2 of 5  
 RESEED CT



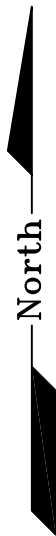
TIMBER SALE CONTRACT MAP  
 USDI-BLM COOS BAY DISTRICT  
 T.27 S., R.9 W., Secs. 26,34&35 Will. Mer.  
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SALE NO.11-36  
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 RESEED CT

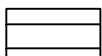
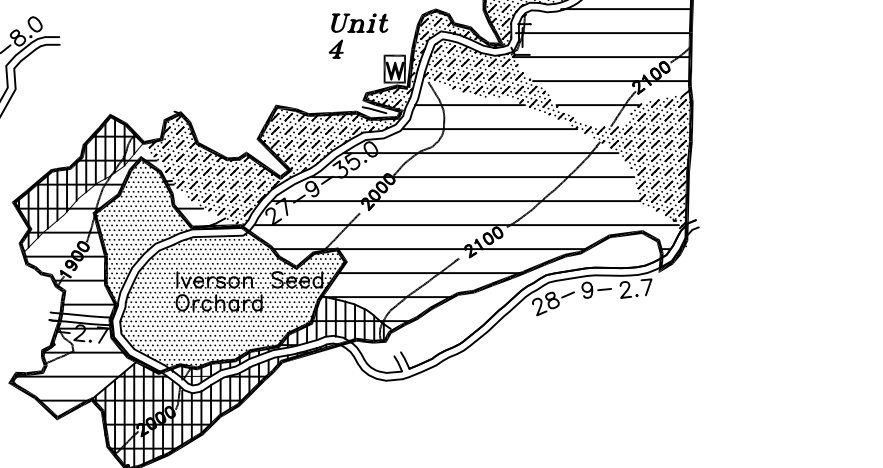
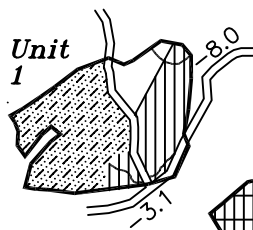
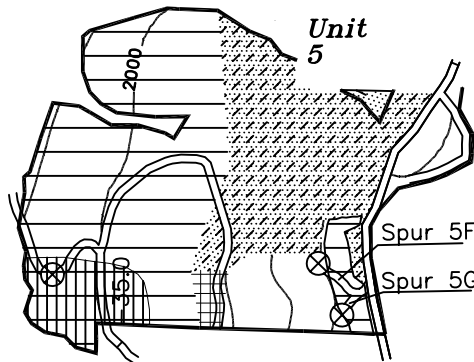
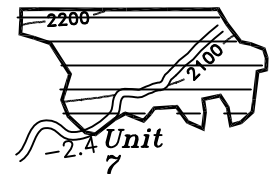
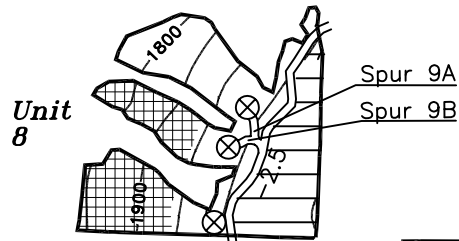


TIMBER SALE CONTRACT MAP  
 USDI-BLM COOS BAY DISTRICT  
 T.27 S., R.9 W., Secs. 26,34&35 Will. Mer.  
 T.28 S., R.9 W., Secs. 1&3 Will. Mer.

SALE NO.11-36  
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SCALE 1" = 1000'



Ground-Based Yarding Area

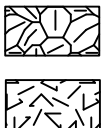
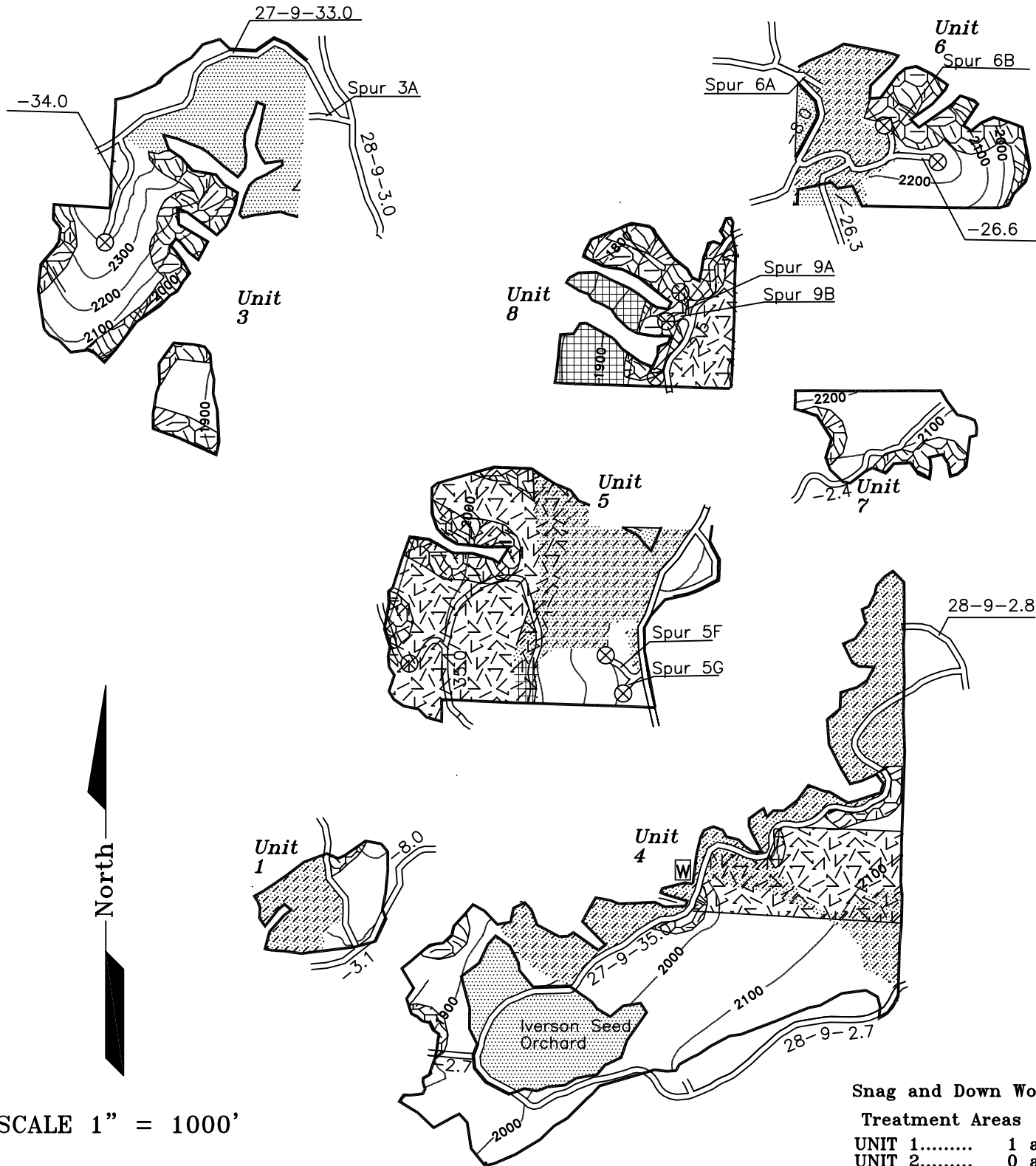


Seasonal Restriction (MM)

Ground Base	
UNIT 4.....	69 ac.
UNIT 5.....	35 ac.
UNIT 7.....	13 ac.
UNIT 8.....	6 ac.
<b>TOTAL .....</b>	<b>123 ac.</b>

TIMBER SALE CONTRACT MAP  
 USDI-BLM COOS BAY DISTRICT  
 T.27 S., R.9 W., Secs. 26,34&35 Will. Mer.  
 T.28 S., R.9 W., Secs. 1&3 Will. Mer.

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**Snag and Down Wood Treatment Area**  
**Area of Primary Skid Trails to have Subsurface Infiltration Enhancement and Recolonization**

Snag and Down Wood Treatment Areas	
UNIT 1.....	1 ac.
UNIT 2.....	0 ac.
UNIT 3.....	13 ac.
UNIT 4.....	5 ac.
UNIT 5.....	8 ac.
UNIT 6.....	8 ac.
UNIT 7.....	3 ac.
UNIT 8.....	9 ac.
<b>TOTAL .....</b>	<b>47 ac.</b>

