

Advertising Dates: July 26, 2007 and August 2, 2007

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 Friday August 24, 2007, for all timber marked or designated for cutting. 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 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. OR125-02-06 Oxbow Riparian Silviculture Project, and OR128-03-17 East Fork Coquille EA, 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. This sale notice, first published on July 26, 2007 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. Sale will commence at 10:00 a.m.

In DOUGLAS COUNTY: OREGON: O&C: ORAL AUCTION, SALE NO. 07-05, UPPER QUARRY CREEK. All timber designated for cutting on certain Federal lands in T. 21 S., R. 8 W., Sec. 11 S $\frac{1}{2}$  SW $\frac{1}{4}$ , SW $\frac{1}{4}$  SE $\frac{1}{4}$ ., Will. Mer., estimated for the purpose of this sale to be 94 MBF. No written bid for less than \$3,904.40 will be considered. Minimum deposit with written bid \$400.00.

In COOS COUNTY: OREGON: CBWR: ORAL AUCTION, SET-ASIDE SALE: SALE NO. 07-33 CAMAS POWERLINE CT. All timber designated for cutting on certain Federal lands in T. 28 S., R. 9 W., Sec. 15, NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ , Sec. 17, E $\frac{1}{2}$ SE $\frac{1}{4}$ ., Will. Mer., estimated for the purpose of this sale to be 5107 MBF. No written bid for less than \$658,810.30 will be considered. Minimum deposit with written bid \$65,900.00.

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

July 25, 2007

TIMBER SALE NOTICE

1.	Upper Quarry Creek	07-05	94 MBF
2.	Camas Powerline CT	07-33	5107 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 July 26, 2007. 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

**AUGUST 24, 2007**

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.

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 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. 07-05  
UPPER QUARRY CREEK

COOS BAY DISTRICT OFFICE  
UMPQUA RESOURCE AREA  
SOUTH COAST

SALE DATE: August 24, 2007  
SALE TIME: 10:00 a.m.

SALE NO. 07-05, UPPER QUARRY CREEK

DOUGLAS COUNTY: OREGON: O&C: ORAL AUCTION: Bid deposit required: \$400.00

All timber designated for cutting on: T. 21 S., R. 8 W., Sec. 11 S½ SW¼, SW¼ SE¼, 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
1,044	49	Douglas-fir	61	\$42.00	\$2,562.00
159	8	western hemlock	10	\$31.20	\$312.00
469	18	red alder	23	\$44.80	\$1,030.40
<b>1,672</b>	<b>75</b>	<b>Total</b>	<b>94</b>		<b>\$3,904.40</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: 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 9.6 inches: the average gross merchantable log contains 28 bd. ft.; the total gross volume is approximately 103 thousand bd. ft.; and 91% recovery is expected. The average DBHOB for Douglas-fir is 9.7 inches; and the average gross merchantable log contains 28 bd. ft. None of the total sale volume is salvage material. The following cruise methods were used for volume determination:

100% CRUISE: The timber volumes were based on a 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs.

CUTTING AREA: One unit totaling approximately 22 acres must be partial cut.

ACCESS: Access to the sale area is provided via: Oregon State highways, Douglas County roads and

COOS BAY SALE NO. 07-05  
UPPER QUARRY CREEK

Government controlled roads.

DIRECTIONS TO SALE AREA: From Reedsport, travel east on Highway 38 for approximately 28.3 miles to Paradise Creek Road No. 22-8-9.0. Travel north on Paradise Creek Road for approximately 9.1 miles. Refer to Exhibits A and A-1 for unit location.

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

ROAD CONSTRUCTION:

There is no road construction.

Maintenance rock: The Purchaser shall furnish and apply prior to the termination of log hauling, 30 cubic yards of 1 ½-inch minus crushed maintenance rock in accordance with the specifications shown on Exhibit D and/or as approved by the Authorized Officer.

DURATION OF CONTRACT: Will be thirty-six 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.

COOS BAY SALE NO. 07-05  
UPPER QUARRY CREEK

SPECIAL PROVISIONS:

1. Directional felling is required away from roads, Stream Channels and posted boundaries.
2. All snags and existing coarse woody debris are reserved.
3. Snags that are felled for safety reasons will be left on site.
4. Cutting or yarding during high sap flow, March 31 through July 1, may be restricted by the Authorized Officer.
5. Yarding shall be completed with cable-type equipment capable of lateral yarding 75' each side of the skyline road.
6. One-end suspension is required.
7. Roadside hazard reduction is required.

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 Areas, 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 Areas.
- b. All trees within the Partial Cut Area except red alder and those trees marked with blue paint by the Government above and below stump height within the Partial Cut Area, as shown on Exhibit A.
- c. All existing standing dead trees, except those trees which must be felled to permit safe working operations. Snags felled for safety reasons shall be left on site.
- d. All existing coarse woody debris.

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

(2) Notwithstanding the provisions of Sec. 3(b), adjustments in the due dates for periodic payments may be made by the Government if the Contracting Officer interrupts or delays contract operations for a period expected to last at least thirty (30) days, and the interruption or delay is beyond the 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 Sec. 3(b).

b. Logging

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(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 or more days, the Purchaser shall notify the Authorized Officer in writing of the date she/he plans to begin operations. She/he shall also notify the Authorized Officer in writing if she/he intends to cease operations for any period of ten or more days.

(3) Directional felling is required away from roads, posted boundaries, and Stream Channels, as shown on Exhibit A, and snags.

(4) Cutting or yarding during high sap flow, March 31 through July 1 of the same calendar year, may be restricted by the Authorized Officer.

(5) All trees designated for cutting shall be felled to the lead of the pre-marked yarding corridors.

(6) Yarding shall be completed with cable-type equipment. A carriage capable of yarding in a fixed position seventy-five feet in either direction from the skyline corridor will be required.

(7) One-end suspension will be required for in-haul of logs during cable yarding operations.

(8) Cable yarding corridors will be one hundred fifty feet apart, as measured where the skyline corridor reaches the far edge of the unit.

(9) Rub trees may be cut and yarded after all lateral yarding is complete on each setting, as directed by Authorized Officer.

(10) Complete re-spooling of lines is required in making cable yarding road changes.

(11) Where yarding road locations allow, cable yarding will be done so that corridors are parallel rather than radiating from one central landing, and are placed to avoid Stream Channels. Where yarding is to occur over Stream Channels, the yarding corridors will be kept as perpendicular to the Stream Channel as possible.

(12) Prior to attaching any logging equipment to a reserve tree, the Purchaser shall obtain written approval from the Authorized Officer and shall take precautions to protect the tree from damage as directed in writing by the Authorized Officer



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(13) Before cutting and removing any trees necessary to facilitate logging in the Partial Cut Area, the Purchaser shall identify the location of the cable yarding corridors and tailhold, tieback, guyline 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 corridors 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 amount of damage to reserve trees however, unless otherwise approved in writing by the Authorized Officer, the width of each cable yarding corridors within the Partial Cut Area shall be limited to a maximum width of twelve feet.

(b) The Purchaser may immediately cut and remove additional timber to clear cable yarding corridors; and to provide tailhold, tieback, guyline and to 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 Sec. 3. (b). of the contract or sufficient bonding has been provided in accordance with Sec. 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 Sec. 9 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 three working days prior to the need for cutting and removing any additional timber. The Purchaser and the Contracting Officer shall execute a bilateral modification prior to cutting additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Sec. 8 or Sec. 9 of the contract as determined by the Authorized Officer in accordance with this provision. Only two such requests will be granted in any one work week. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.

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(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 cable yarding corridors 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, which is attached hereto and made a part hereof, of this contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.

(14) In accordance with the requirements of Sec. 8, 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, as shown on Exhibit A, that is: obstructing needed cable yarding corridors, hazardous to workers in accordance with applicable State safety laws, codes, or regulations and must be cut or removed so that the Purchaser can continue active falling or yarding operations; needed for guyline trees to meet all applicable State safety laws, codes or regulations and must be cut or removed so the Purchaser can continue active yarding operations; or are severely damaged from the normal conduct of felling or yarding operations. The Purchaser is therefore authorized to cut and remove such additional timber in accordance with the provisions of Section 8; provided however, that:

(a) 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;

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

(c) 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 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;

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

(e) the permission to cut and remove additional timber contained in this provision may be withdrawn by the Authorized Officer as to future sales under this contract by delivering to the Purchaser written notice that additional sales under this special provision are no longer in the best interest of the Government.

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(15) In the Partial Cut Area, significant damage to residual trees shall affect less than 5% of residual trees. Significant damage is defined as any tree having greater than twelve square inches of the bark removed from the circumference of the tree, any tree with top diameter broken at three inches in diameter or greater, or any tree being visually root-sprung. When this requirement falls below the approval level, a written warning will immediately be issued to the Purchaser. Any reserved trees significantly damaged or destroyed by the Purchaser shall be valued at current market value of the merchantable volume for purposes of determining damages.

(16) To control the spread of noxious weeds, 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 part hereof. All road building and logging equipment will be washed prior to moving into the Contract Area to minimize the spread of noxious weeds.

(17) For a distance of 100 feet from the perimeter of each landing, all logs more than 8 inches diameter at the large end and longer than 8 feet in length shall be decked or windrowed at the location designated by the Authorized Officer except logs removed from the contract area. If a log or a piece of a log meeting or exceeding the above specifications is bucked all portions of that log shall be yarded and decked at the above described location.

(18) Concurrently with, or at the termination of logging operations, the Purchaser shall pull back and shape onto the landings all overhanging materials to prevent erosion.

c. Road Construction

There is no road construction, improvement or renovation required for this sale.

d. 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.

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 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;

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- (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.

(2) 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.

(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, 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 Sec. 3 of this contract.

e. Fire Prevention, Hazard Reduction and Logging Residue Reduction

(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) The Purchaser's operations shall meet all applicable Oregon State Fire Laws as well as the Daily Industrial Fire Precaution Levels.

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

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(3) Logging Residue Reduction. Primarily for hazard reduction, silvicultural purposes and watershed protection, the Purchaser shall comply with the following provisions:

(a) In addition to the requirements of Section 15 of this contract, the Purchaser shall be responsible for logging residue reduction at all landing sites in the sale area and in the roadside hazard reduction areas (RHRA) as shown on the exhibit A. In the RHRA the Purchaser shall pile all logging residue, one-half to four inches in diameter, measured at the small end, which is greater than two feet in length and is within twenty feet slope distance of the outside edge of the road shoulder. Removal shall be accomplished by hand or with mechanized equipment capable of reaching the required twenty feet without leaving the road surface. All material shall be piled in locations designated by the Authorized Officer. At the discretion of and in locations designated by the Authorized Officer, logging residue may be distributed and scattered beyond the twenty foot slope distance of the outside edge of the road shoulder.

(b) Piling of landing debris and slash in the RHRA shall be conducted concurrently with the logging operation or prior to the removal of logging equipment from the contract area.

(c) Landing piles shall be constructed as upright as possible and have a solid base to prevent toppling. Material extending more than two feet beyond the general contour of the piles shall be cut off and placed on the pile.

(d) Unless directed by the Authorized Officer, no piles shall be within ten feet of any green trees, snags or marked wildlife trees.

Specifications for Landing and RHRA Pile Covering

(e) The Purchaser shall place polyethylene plastic, 4 MIL thickness and black in color, over the pile so as to provide maximum protection from fall/winter rains. This usually requires that the top, north, west and south sides of the pile to be covered. All covering shall be completed no later than September 15<sup>th</sup> of the current year.

(f) Plastic shall extend down the side of the pile to the point where the natural ground level and the bottom of the pile intersect. All plastic shall be weighted down with logging debris in order to prevent blowing off or sliding. No more than twenty percent of the material to be piled may be placed on top of the plastic.

(g) Notwithstanding the provisions of Section 15 of this contract, the Government shall be responsible for disposing of slash created by the Purchaser's operations on Government lands, except for slash created by clearing of rights-of-way for roads to be constructed, and except for assistance as required herein. In accordance with written instructions to be issued by the Authorized Officer at least ten days in advance of earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or their designated representative, assist in burning slash by furnishing at their own expense, the services of personnel and equipment as follows:

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Specifications Applicable to Landing and RHRA Pile Burning

1. The Purchaser shall begin pile burning within fourteen hours of notification by the Authorized Officer.
2. Manpower and Equipment Requirements for burning of RHRA and landing piles are:
  - a. One English-speaking foreman for crew supervision.
  - b. One person to assist the foreman in pile burning.
  - c. Two drip torches and sufficient mixed fuel to complete all pile burning.
3. A minimum of ninety percent consumption of each pile is required.
4. No mop-up is required of the Purchaser.

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.

Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the manpower 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. If the Purchaser's failure results in deferral of burning, and new conditions necessitate additional hazard reduction work and/or the use of additional personnel and equipment to accomplish the planned burn, the Purchaser also shall be responsible for such additional costs.

f. 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.

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

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

- (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.

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.

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

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.

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

In the event of the Purchaser's 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.

SPECIAL PROVISIONS Page 10 of 13

g. 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 \$47.00. Any reduction in purchase price under the terms of this provision shall be full compensation to 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.

h. Equal Opportunity in Employment

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

i. Cultural Resource Protection

(1) If in connection with operations under this contract, the Purchaser, his contractors, sub-contractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the contract area such as historical or prehistorical ruins, 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.

j. Sensitive, Threatened, or Endangered Plants or Animals

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



SPECIAL PROVISIONS Page 11 of 13

- (a) 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;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) 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;
- (f) when, in order to comply with a court order, 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 \$1,000, or two (2) percent of the First Installment amount listed in Section 3.b. of the contract, whichever is larger. 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

SPECIAL PROVISIONS Page 12 of 13

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.

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, 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 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.

SPECIAL PROVISIONS Page 13 of 13

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraph, 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.

Exhibit F  
Sheet 1 of 1

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, in accordance with Section A.1 above.

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.

COOS BAY SALE NO. 07-33  
CAMAS POWERLINE CT

COOS BAY DISTRICT OFFICE  
MYRTLEWOOD RESOURCE AREA  
SOUTH COAST

SALE DATE: August 24, 2007  
SALE TIME: 10:00 a.m.

**SET-ASIDE SALE**

SALE NO. 07-33, CAMAS POWERLINE CT

COOS COUNTY: OREGON: CBWR: ORAL AUCTION: Bid deposit required: \$65,900.00

All timber designated for cutting on: T.28S., R.9W., Sec. 15, NE¼, NW¼, N½SW¼, NE¼SE¼, S½SE¼, Sec. 17, E½SE¼, 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
28312	3167	Douglas-fir	3959	\$157.30	\$622,750.70
7403	867	western hemlock	1084	\$31.50	\$34,146.00
617	53	red alder	64	\$29.90	\$1,913.60
<b>36332</b>	<b>4085</b>	<b>Totals</b>	<b>5107</b>		<b>\$658,810.30</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: 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 12.2 inches: the average gross merchantable log contains 37 bd. ft.; the total gross volume is approximately 5415 m. bd. ft.; and 94% recovery is expected. The average DBHOB for Douglas-fir is 12.2 inches; and the average gross merchantable log contains 37 bd. Ft. The following cruise methods were 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 sixty-four (264) plots were measured using a twenty (20) basal area factor (BAF). One hundred sixty-four (164) trees were randomly selected to be cruised.

CUTTING AREA: Seven (7) units totaling approximately 296 acres must be partial cut.

COOS BAY SALE NO. 07-33  
CAMAS POWERLINE CT

ACCESS: Access to the sale area is provided via: Oregon State highways, County roads, Government controlled roads, and privately 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) and proceed for approximately 4.9 miles to the Weaver Road (28-8-18.0) system and turn left (west). Proceed for approximately 1.2 miles to the Weaver Ridge Road (28-9-19.0) and turn right (west). Proceed for approximately 1.3 miles to the Camas Creek Tie Road (28-9-23.0) and turn right (north). Refer to Exhibits A and A-1 for unit locations.

ROAD USE & MAINTENANCE: Refer to Exhibit E Summary attached. Operator maintenance required on 11.0 miles of road.

ROAD CONSTRUCTION:

Road Construction estimates include the following:

47.07 stations Class SN-14  
4.32 stations Class SN-16

Road Renovation:

78.91 stations Class SN-14  
287.22 stations Class SN-16  
159.55 stations Class SN-18

Aggregate:

Pipe Rock (bedding & surfacing), 1 ½" minus hardrock: 40 cy (In Place)  
Maintenance Rock, 1 ½" minus hardrock: 610 cy (Truck Measure)  
Base Course, 3" minus hardrock: 220 cy (In Place)  
Top Course, 1 ½" minus hardrock: 3,221 cy (In Place)  
Landing Rock, 3" minus hardrock: 348 cy (In Place)  
Riprap: 43 cy (Truck Measure)

Drainage:

24" Aluminized CMP, 14 Gauge, 146'  
36" Aluminized CMP, 12 Gauge, 30'  
48" Aluminized CMP, 12 Gauge, 40'  
24" Single-walled Polyethylene Fullround, 20'  
Culvert Markers, 4

Soil Stabilization:

Dry Seed, fertilizer, & mulch, Pre-Haul: 9.1 acres  
Dry Seed, fertilizer, & mulch, Post-Haul: 6.1 acres

COOS BAY SALE NO. 07-33  
CAMAS POWERLINE CT

Roadside Brushing:

12.6 acres

Road Decommissioning:

Tank Trap Barriers: 2

Boulder Barriers: 7, (30 tons each)

Water Bar Construction: 130.59 stations

Surface Infiltration Enhancement/Recolonization: 1.14 stations

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.

COOS BAY SALE NO. 07-33  
CAMAS POWERLINE CT

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.
2. Summer logging required in units where they are accessed by dirt spurs or gravel roads not approved for winter haul (Exhibit C).
3. No trees shall be felled into the Reserve Area, shown on Exhibit A. Line pulling, jacking, or other mechanical devices shall be used as necessary (Sec 41.b(5)).
4. Damage shall affect less than 5% of reserve trees (Sec 41.b(6)).
5. Lift trees and intermediate support trees may be necessary.
6. One-end suspension required in cable yarded units (Sec 41.b(9)). Full suspension required over any stream channels. Any trees cut in the Reserve adjacent to stream channels shall be left on site.
7. Log lengths shall not exceed 40 feet.
8. Ground-Based areas shall be yarded with a low-ground-pressure forwarder as part of a "cut-to length" system or with a small tracked log loader/swing machine. Full log suspension required in Ground Base Areas (Sec 41.b(10)).
9. Ground-based yarding shall be conducted between June 1 and Oct 15 when soil moistures are below 25% (Sec 41.b(10)).
10. All ground-based equipment will be re-washed prior to entering units 1, 3, 4, and 5, which contain Port-Orford Cedar, if equipment had already operated in units 1, 3, 4, and 5 (Exhibit F).
11. Shape and restore all landings to a natural contour to prevent erosion (Exhibit C).
12. Seed and fertilize all landings, road cuts and fills, and waste areas (Exhibit C).
13. Signs required on the 28-9-23.0 and 28-9-15.0 roads, shown on the Exhibit A, to alert traffic during felling and yarding operations. Roads shall not be blocked by for more than 20 minutes.
14. Hauling during the wet season may be suspended when forecast rainfall is expected to exceed 1" in 24-hours (Sec 41.d(7)).
15. Sediment trapping devices are required at stream crossings along gravel roads prior to winter haul (Sec 41.d(6)).
16. BLM will assume supervisory responsibility for disposal of logging slash.
17. In units 1 and 2, approximately 3200 linear feet ( $\approx$  1 acres) of primary forwarding trails shall be decompacted after completion of yarding activities (Sec 41.b(11)).
18. This contract contains provisions (Sec 41.b(13)) 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;

-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;



COOS BAY SALE NO. 07-33  
CAMAS POWERLINE CT

-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 511 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.”



COOS BAY SALE NO. 07-33  
CAMAS POWERLINE CT

<sup>1</sup> Soil moisture below 25% as determined by the Authorized Officer. Some areas designated for ground-based yarding could be cable yarded, thus negating the need for seasonal restriction.

<sup>2</sup>Wet season restrictions may be shortened or extended depending on weather conditions.

<sup>3</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>4</sup> Daily timing restriction confines activities to the period two hours after sunrise to two hours before sunset

<sup>5</sup> Wet season haul may be suspended during periods of heavy rain (>1" in 24 hours).

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; area, as shown on Exhibit A;
- b. All timber marked, by the Government, with orange paint above and below stump height within the Partial Cut Units as shown on the Exhibit A.
- c. All existing standing dead trees, except those trees that must be felled to permit safe working operations;
- d. All existing downed wood;
- e. All Bearing Trees with metal tags that mark property corners, shown on Exhibit A.

SPECIAL PROVISIONS - Page 1 of 17 pages

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

(2) Notwithstanding the provisions of Sec. 3(b), adjustments in the due dates for periodic payments may be made by the Government if the Contracting Officer interrupts or delays contract operations for a period expected to last at least thirty (30) days, and the interruption or delay is beyond the 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 Sec. 3(b).

SPECIAL PROVISIONS - Page 2 of 17 pages

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 and yarding operations shall cease between April 1 and August 5, both days inclusive; additionally, from August 6 through September 15 both days inclusive, a daily timing restriction confines falling and yarding to the period from two hours after sunrise to two hours before sunset.

(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.

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

(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 (40) feet prior to yarding.

(8) During the prework conference, the purchaser shall notify the B. P. A. representative of a start work date for Units 1, 2, 3, 4, 5, and 7. No trees shall be felled into the B. P. A. Transmission Line Easement, as shown on the Exhibit A. Line pulling, jacking, or other mechanical devices shall be used as necessary to prevent trees from falling into the easement. The purchaser shall identify those trees that they deem unsafe to fell; if, after consultation with the B. P. A. representative and the Authorized Officer, the safety concerns cannot be mitigated, the BLM shall repurchase the trees at the contract price.

SPECIAL PROVISIONS - Page 3 of 17 pages

(9) In the Partial Cut Unit, shown on Exhibit A, yarding (except for Ground Based Areas and road rights-of-way) shall be done with a skyline cable system according to the following

(a) 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.

(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 suspension required when logging over any stream channels. If placement of yarding corridor through a streamside reserve requires the cutting of a reserve tree, the tree shall remain on-site and felled toward the direction of the stream whenever possible.

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

(10) In the Ground Base Areas, shown on Exhibit A, 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%, 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 utilizing a "cut-to-length" system capable of directionally felling, cutting to length, and depositing slash along the yarding path.

(d) The yarding machine must be approved by the Authorized Officer. The yarding machine must be able to forward or swing the logs completely free and clear of the ground between reserve trees and will travel along the windrows of limbs and slash created by the harvesting process or by collecting limbs and slash from manually felled areas to deposit along the yarding path.

(e) Main yarding 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.

SPECIAL PROVISIONS - Page 4 of 17 pages

(g) Primary skid trails with a slope greater than 15% that are left with more than 100 feet of continuous bare ground and are not designated to be decompacted in Sec 41.b(11) will have water bars installed for erosion control.

(11) In the Ground Base Areas of Units 1 and 2, shown on the Exhibit A, main yarding trails shall be decompacted to a depth of 18 inches with a tracked excavator/log loader as directed by the Authorized Officer. Slash shall be incorporated into the soil during the decompaction process. In Unit 1, approximately 200 linear feet of 12-foot wide ( $\approx$ .1 acres) forwarding trails shall receive this treatment. In Unit 2, approximately 3000 linear feet of 12-foot wide ( $\approx$ .8 acres) forwarding trails shall receive this treatment.

(12) Sec 41.b(13) shall be the primary method for the identification, cutting, and removal of additional timber required for skyline corridors, yarding trails, and guy-line trees. Sec 41.b(14) may be used at the discretion of the Authorized Officer. The purchaser shall be notified in writing when Sec 41.b(14) is authorized for use.

(13) Before cutting and removing any trees necessary to facilitate logging in the Partial Cutting Area shown on Exhibit A, 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 Sec. 3.(b) of the contract or sufficient bonding has been provided in accordance with Sec. 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 Sec. 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 Sec. 8 of the contract.

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(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 Sec. 8 or Sec. 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 to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.

(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.

(14) In accordance with the requirements of Sec. 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 guyline, 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", or trees located within suitable marbled murrelet habitat 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.



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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 Sec. 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 identify the location of any stump.
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.
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.
11. failed to maintain accurate and current (no more than 24 hours old) documentation of cut and removed timber.

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

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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 Sec. 13 of the contract for any reserved timber cut or removed in violation of the terms of this special provision.

(15) 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.

(16) During logging operations, the Purchaser shall keep the 28-9-23.0 and 28-9-15.0 roads, where they pass through the contract area, clear of trees, rock, dirt and other debris so far as is practicable. The roads shall not be blocked by such operations for more than 20 minutes.

(17) No wet season hauling on dirt spurs or those roads not approved for winter haul.

(18) 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 that will be used off existing roads, shall be washed prior to moving in the Contract Area to minimize the spread of noxious weeds. Ground-based equipment must be rewashed prior to entry in another ground-based unit.

(19) After completion of yarding activities, the Purchaser shall fell two hundred thirty-one (231) conifer trees and top one hundred fifty-four (154) conifer 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 eighty-seven (87) and top fifty-eight (58) conifer trees
- (b) Unit 2: fell sixty (60) and top forty (40) conifer trees
- (c) Unit 3: fell fifteen (15) and top ten (10) conifer trees
- (d) Unit 4: fell six (6) and top four (4) conifer trees
- (e) Unit 5: no felling or topping required
- (f) Unit 6: fell fifty-seven (57) and thirty-eight (38) conifer trees
- (g) Unit 7: fell six (6) and top four (4) conifer trees

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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 have a number 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 Construction

(1) The Purchaser shall construct, improve, and renovate roads in strict accordance with the road plans and specifications, shown on Exhibit C, which is attached hereto and made a part hereof.

(2) Any required construction, improvement, or renovation of structures and roads shall be completed and accepted prior to the removal of any timber, except right-of-way timber, over that road.

(3) In addition to the requirements set forth in Sec. 25 of this contract, the Purchaser shall complete erosion control and soil stabilization measures on all cuts, fills, waste areas, and scarified areas, as designated by the Authorized Officer, along all sections of roadway disturbed during the year prior to October 1 of each year. The Authorized Officer may set time limits for the beginning and completion of erosion control and soil stabilization measures and modify seasonal dates to conform to existing weather conditions and changes in the construction schedule. Such work shall be accomplished in accordance with Erosion Control and Soil Stabilization, 1700 and 1800 Series, contained in Exhibit C, which is attached hereto and made a part hereof.

(4) The Purchaser, prior to construction of landings, shall stake all landing locations in accordance with the requirements set forth in Exhibit C. Concurrently with, or at the termination of logging operations, the Purchaser shall pull back and shape onto the landings all overhanging materials to prevent erosion in accordance with the requirements set forth in Exhibit C.

d. 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.

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(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 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 use fees, road maintenance fees and road rockwear fees), 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 Sec. 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, attached hereto and made a part hereof.

(6) 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

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erosion is evident or likely in the road near a stream crossing. Hard rock shall be in place at the start of winter haul and additional rock shall be 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.

(7) 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 Sec 41.d(6) 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.

(8) No wet season hauling on dirt spurs or those roads not approved for winter haul.

(9) 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-344. 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.

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 Sec. 2 of this contract is the net price and that no deduction will be made from the contract price because of such allowance.

e. Fire Prevention, Hazard Reduction and Logging Residue Reduction

(1) BLM will assume supervisory responsibility for disposal of logging slash. The assumption by the

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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. 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.

(c) Unless directed by the Authorized Officer, no landing piles shall be within fifteen feet (15') of any green trees, snags or marked wildlife trees.

Specifications for landing Pile Covering

(d) The Purchaser shall place polyethylene plastic, maximum 4 MIL thickness and black in color over 50 percent of the pile so as to provide dry material to promote ignition during fall/winter rains.

(e) 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.

(f) Plastic shall be placed on top of the pile and shall be weighted down with logging debris in order to prevent blowing off or sliding.

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

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Specifications Applicable to Landing Pile Burning

1. The Purchaser shall begin landing pile burning within 14 hours of notification by the Authorized Officer.
2. Manpower and Equipment Requirements for burning of piles are:
  - a. One (1) English-speaking foreman for crew supervision
  - b. Two (2) person burn crew
  - c. Three (3) drip torches and a sufficient amount of fuel to complete all landing pile burning.
3. A minimum of 90 % consumption of each pile is required.
4. 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.

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.

f. 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

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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, 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 Authorized Officer, the Purchaser shall, prior to the removal of timber from the contract area, brand with the Purchaser's registered log brand at least one end of



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each log bolt or other roundwood and identify each of these by painting with highway-yellow paint.

(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.

g. 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 \$2,553.50. In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of \$2,553.50 which is equal to the percentage of timber sold which was actually scaled by the Government. If the entire sale is check scaled by second-party yard scale, the purchase price of this contract shall be reduced by \$6,383.75. In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of \$6,383.75 which is equal to the percentage of timber sold which was actually scaled by the Government. If the entire sale is check scaled by ramp scale, the purchase price of this contract shall be reduced by \$16,597.75. In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of \$16,597.75 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 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.

h. Equal Opportunity in Employment

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

i. Cultural Resource Protection

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(1) If in connection with operations under this contract, the Purchaser, his contractors, sub-contractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the contract area such as historical or prehistorical ruins, 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.

j. Sensitive, Threatened, or Endangered Plants or Animals

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

(a) 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;

(b) 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;

(c) 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;

(d) 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;

(e) 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;

(f) when, in order to comply with a court order, 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

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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 \$1,000, or two (2) percent of the First Installment amount listed in Section 3.b. of the contract, whichever is larger. 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.

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, 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 ROD and RMP, or court order requirements necessitating the modification or termination.

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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 paragraph, 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, in accordance with Section A.1 above.

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. All ground-based equipment will be re-washed prior to entering units 1, 3, 4, and 5, which contain Port-Orford Cedar, if equipment had already operated in units 1, 3, 4, and 5.