

**United States Department of the Interior  
Bureau of Land Management  
Coos Bay District Office  
1300 Airport Lane  
North Bend, Oregon 97459**

June 28, 2017

**30-DAY TIMBER SALE NOTICE**

The timber described below was offered for sale on June 23, 2017; no bids were received; therefore, pursuant to 43 CFR 5443.1, the sale of such timber is kept open for a period of not to exceed 30 days for the above-mentioned date.

Written bids will be received for not less than the advertised appraised price during the time these sales are open. The required deposit must accompany the bid. Notice of receipt of any bids submitted on these sales will be posted for a period of seven days during which other written bids may be submitted. If no other bids are submitted within seven day period, the sole bidder shall be deemed the high bidder. If more than one written bid is submitted, an oral auction will be held after notice to the bidders.

Further information concerning these sales may be obtained from the above address.

COOS BAY DISTRICT OFFICE  
MYRTLEWOOD FIELD OFFICE

SALE DATE: JUNE 23, 2017  
SALE TIME: 10:00 a.m.

**LOCKED GATES - KEY REQUIRED**

SALE NO.: ORC00-TS-2017.0031, CRYSTAL CLEAR

CURRY COUNTY: OREGON: O&C, PD: ORAL AUCTION: Bid deposit required: \$109,800.00

All timber designated for cutting on: T. 31 S., R. 14 W., Sec. 28, 29, 30 & 32 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
24,364	4,528	Douglas-fir	5,563	\$196.90	\$1,095,354.70
212	22	western hemlock	27	\$45.10	\$1,217.70
119	10	red alder	15	\$74.50	\$1,117.50
<b>24,695</b>	<b>4,560</b>	<b>Total</b>	<b>5,605</b>		<b>\$1,097,689.90</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 \$0.50 PER MBF. SCRIBNER BOARD FOOT VOLUMES (32 FOOT LOG) BY SPECIES ARE DISPLAYED FOR INFORMATIONAL PURPOSES.**

LOG EXPORT AND SUBSTITUTION: All timber sales, including timber from Federal rights-of-ways, 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 5424 as amended.

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

CRUISE INFORMATION: With respect to merchantable trees of all species in all cruise strata: the average DBHOB is 15.1 inches, the average gross merchantable log contains 55 bd. ft., the total gross volume is approximately 5,911 thousand bd. ft., and 95 % recovery is expected. The average DBHOB for the dominant species of Douglas-fir is 15.1 inches, and the average gross merchantable log contains 55 bd. ft. None of the total sale volume is salvage material. The following cruise methods were used for volume determination:

VARIABLE PLOT: Timber volumes in Units 1 thru 6 were calculated using the variable plot system to select 94 sample trees. Sample trees were cruised and their volumes computed using form class tables for estimating board foot volumes of trees in 16-foot logs. The volumes are then expanded to a total sale volume.

100% CRUISE: Timber volumes within the rights-of-way were based on a 100% cruise using form class tables

for estimating board foot volume of trees in 16-foot logs.

CUTTING AREA: Six units totaling approximately 99 acres must be regeneration cut and 2 acres of Right of Way must be cut. Acreage data was collected using a Trimble Geo XT Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

ACCESS: Access to the sale area is provided via: United States highways, Curry County roads, privately controlled roads, and Government controlled roads. Please contact Moore Mill & Lumber Company, 440 1st St SW Bandon, OR. 97411, (541) 347-2412 for access to the sale area via the Plum Trees or Crystal Creek Mainlines. A 72 hour notice and a refundable \$250 key deposit will be required.

DIRECTIONS TO SALE AREA: From Coos Bay, Oregon, travel south on Highway 101 for approximately forty five miles. Turn east onto Crystal Creek County Road and travel 1.76 miles. Continue on Moore Mill Road No. 35-15-35.0 for approximately 5.11 miles. Refer to Exhibits A and A-1 for unit locations.

ROAD USE, ROCKWEAR & MAINTENANCE: Refer to Exhibit E Summary attached. Operator maintenance required on 2.56 miles of road.

Rockwear Fees Payable to BLM:	\$524.22
Rockwear & Maintenance Fees Payable to Moore Mill & Lumber Co.:	\$78,990.03
Road Use Fees Payable to Moore Mill & Lumber Co.:	\$166,614.99
Road Use Fees Payable to Teton Timber Company, LLC:	\$11,522.52

ROAD CONSTRUCTION: Road Construction estimates include the following:

New Construction:

105.26 stations

Road Renovation:

20.59 stations

Road Improvement:

12.98 stations

Aggregate (All quantities are truck measurement):

3" minus hardrock: 4,633 L.C.Y.  
1 ½" minus hardrock: 1,839 L.C.Y.  
1 ½" minus maintenance hardrock: 500 L.C.Y.  
Riprap Energy Dissipater: 64 L.C.Y.

Drainage:

18" CPE double wall: 470'  
24" CPE double wall: 82'  
36" CPE double wall: 40'  
Culvert Markers: 17

Soil Stabilization:

Dry Seed, fertilizer, & mulch: 8.5 acres (Pre-haul)  
Dry Seed, fertilizer, & mulch: 3.8 acres (Post-haul)

Roadside Brushing:

0.38 acres

Road Decommissioning:

Normal Decommissioning: 113.85 stations  
Earthen Barriers: 7

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

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

1. License agreement is required with Moore Mill & Lumber Company, RWA- C-364. A performance bond in the amount of \$10,000.00 and comprehensive liability insurance will be required for this license agreement. Please contact Moore Mill & Lumber Company, 440 1st St SW Bandon, OR. 97411, (541) 347-2412 for access to the sale area via the Plum Trees or Crystal Creek Mainlines. A 72 hour notice and a refundable \$250 key deposit will be required.
2. License agreement is required with Pacific West Timber Company (Oregon), LLC, RWA- C-354. A performance bond in the amount of \$2,000.00 and comprehensive liability insurance will be required for this license agreement. Payment of road maintenance & rockwear fees for timber haul on Pacific West Road No. 31-14-4.0 B shall be made to Moore Mill & Lumber Company.
3. License agreement is required with Teton Timber Company, LLC, RWA- C-877A. A performance bond in the amount of \$10,000.00 and comprehensive liability insurance will be required for this license agreement.
4. All trees within the right-of-way on private property are marked with teal green paint. Purchaser will be required to fell, buck and deck trees/logs in a location approved by the Authorized Officer. The Purchaser shall contact Moore Mill's office 30 days prior to cutting any R/W timber; Moore Mill will provide log lengths and diameter specifications to the Purchaser at that time.
5. All equipment must be washed prior to entry into the contract area to control the spread of noxious

weeds.

6. BLM Road Nos. 31-14-29.7, 31-14-29.8, 31-14-29.9, 31-14-30.1 and 31-14-30.2 are restricted to dry-season haul (June 1 through October 15) only. All other roads are approved for wet-season haul. All wet-season hauling shall be done using the Plum Trees mainline haul route.
7. No trees shall be felled into the Reserve Area or Reserve Area - Green Tree Retention, as shown on the Exhibit A. Line pulling, jacking, or other mechanical devices shall be used as necessary.
8. Lift trees and intermediate support trees may be necessary.
9. One-end suspension required in cable and ground-based yarding areas.
10. A forwarder, log loader, tractor, or rubber tire skidder may be used to yard logs within the Ground-Based Yarding areas. Ground-based equipment are restricted to areas with slopes less than 35%.
11. Purchaser shall verify all landing locations and stake required clearing limits prior to construction.
12. Shape and restore all landings to a natural contour to prevent erosion.
13. Seed and fertilize all landings, road cuts and fills, and waste areas.
14. Soil stabilization, water bar construction, road decommissioning, and road barrier construction shall be conducted after the completion of harvest activities but no later than October 15.
15. BLM will assume supervisory responsibility for disposal of logging slash.
16. Personnel supplied by the Purchaser for landing pile and machine pile burning shall include four (4) people qualified at a minimum, as Type-II Firefighters (FFT2). Personnel required for broadcast burning include one (1) Crew Boss (CRWB), two (2) Type-I Firefighters (FFT1) and eighteen (18) Type-II Firefighters (FFT2) as well as two (2) qualified water tender operators, (National Wildfire Coordinating Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1).
17. Machine piling or scattering of logging slash are required at all landing areas and along all roads.
18. After yarding is complete, the purchaser shall girdle 222 conifer trees and fall 158 conifer trees in Units 1 through 6.

**Seasonal Restriction Matrix** ORC00-TS-2017.0031 CRYSTAL CLEAR Timber Sale Prospectus

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

Activity	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec		
	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	
General All Units																									
Road Construction, Renovation, or Improvement Work <sup>1</sup>	Shaded	Shaded	Shaded	Shaded	Shaded	Shaded	Shaded	Shaded	Shaded	Shaded										Shaded	Shaded	Shaded	Shaded	Shaded	Shaded
Hauling <sup>1</sup>	Shaded	Shaded	Shaded	Shaded	Shaded	Shaded	Shaded	Shaded	Shaded	Shaded										Shaded	Shaded	Shaded	Shaded	Shaded	Shaded
Hauling on approved rocked roads <sup>3</sup>	Hatched	Hatched	Hatched	Hatched	Hatched	Hatched	Hatched	Hatched	Hatched	Hatched										Hatched	Hatched	Hatched	Hatched	Hatched	Hatched
Ground based yarding <sup>3</sup>	Shaded	Shaded	Shaded	Shaded	Shaded	Shaded	Shaded	Shaded	Shaded	Shaded	25%	Hatched	Hatched	Hatched	Hatched	Hatched	Hatched	Hatched	Hatched	Shaded	Shaded	Shaded	Shaded	Shaded	Shaded

<sup>1</sup> Wet season restrictions may be shortened or extended depending on weather conditions.  
<sup>2</sup> Ground based yarding restricted to periods when soil moisture levels are below 25% as determined by the Authorized Officer.  
<sup>3</sup> Wet season haul on rocked roads may be suspended during periods of heavy rain (>1" in 24 hours).

COOS BAY SALE NO. ORC00-TS-2017.0031  
CRYSTAL CLEAR

SCHEDULE I

Sec 41. TIMBER RESERVED FROM CUTTING. The following timber on the Contract Area, shown on Exhibit A, which is attached hereto and made a part hereof, 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 in the Reserve Areas, as shown on Exhibit A, and all blazed, orange painted and/or posted trees which are on or mark the boundaries of the Reserve Area.
- b. All timber marked, by the Government, with orange paint above and below stump height within the Harvest Area, shown on Exhibit A. Approximately 380 trees are reserved with orange paint within Harvest Area to meet the post-harvest girdling and falling requirements of Sec. 42b.10.
- c. All existing standing dead trees, except those snags that must be felled to permit safe working operation provided that all snags felled must be retained on site;
- d. All existing downed wood in decay classes 3-5 and all existing downed wood 20 inches or larger in diameter measured on the large end regardless of decay class.
- e. Approximately 177 trees marked with blue paint above and below stump height within the Right-of-Way of roads to be constructed or renovated within the Reserve Area are the property of the Purchaser.
- f. Approximately 34 Douglas-fir and 1 western hemlock trees, each marked with an orange painted "W" above stump height and orange painted below stump height in Unit 1. Approximately 38 Douglas-fir trees each marked with an orange painted "W" above stump height and orange painted below stump height in Unit 3. Approximately 30 Douglas-fir trees each marked with an orange painted "W" above stump height and orange painted below stump height in Unit 4. Approximately 18 Douglas-fir and 1 western hemlock trees each marked with an orange painted "W" above stump height and orange painted below stump height in Unit 5. All "W" reserve trees are as shown on Exhibit A. These trees are selected wildlife trees and are specially valued as a component of the Wildlife Habitat Management program. Selected wildlife trees damaged or destroyed by the Purchaser shall be valued for purposes of determining damages at either current market value of the merchantable volume, whichever is greater, plus the cost to replace the damages or destroyed trees. The Purchaser will be liable under applicable sections of this contract for the removal or destruction of these selected wildlife trees, except for such trees which the Authorized Officer determines to be a safety hazard as defined by applicable safety codes and regulations. When selected wildlife trees are determined to be danger trees, written approval to cut such trees shall be obtained from the Authorized Officer conforming to all requirements of Section 8 of this contract.
- g. All Bearing Trees with metal tags and/or red paint that mark property corners.

Sec 42. 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:

COOS BAY SALE NO. ORC00-TS-2017.0031  
CRYSTAL CLEAR

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 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 5% 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 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 30 days, and the interruption or delay is beyond the Purchaser's control. Any adjustment made shall provide the Purchaser with an equal amount of operating time as would have been available without the delay. The Purchaser shall request such adjustment in writing before the due date for a periodic payment contained in Sec. 3(b).

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 or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of ten or more days.

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

(4) All trees three (3) inches DBHOB or larger and/or twenty five (25) feet or taller designated for cutting shall be felled concurrently with all other trees designated for cutting.

(5) In all Units, trees will be whole tree yarded when feasible to the landing areas.

(6) In all Units, yarding (except for road Rights-of-Way and Ground-based Yarding Area), as shown on Exhibit A, shall be done with a skyline cable system according to the following:



COOS BAY SALE NO. ORC00-TS-2017.0031  
CRYSTAL CLEAR

- a. One-end log suspension is required during yarding operations. Intermediate supports and/or lift trees may be required to obtain the required suspension.
- b. The Purchaser shall make all cable sky road changes by completely re-spooling cables and restringing the layout from head spar to tailhold.
- c. Where road locations allow, yarding will be done so that corridors run parallel to each other rather than radiate from a central landing.

(7) In the Ground-based Yarding Area and within road Right-of-Ways, cutting and yarding shall be done according to the following:

- a. In addition to the requirements set forth in Sec. 26 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. The yarding machine must be approved by the Authorized Officer. It must be equipped with a grapple or an extendable and retractable arch and fairlead that is an integral part of the machine that is capable of lifting the leading end of the turn clear of the ground. All logs in the Ground Base Area shall be yarded with their leading end clear of the ground. A forwarder or tracked log loader may also be used to yard logs.
- d. Primary skid roads/trails shall use existing trails wherever possible, designate skid trails with the objective of having less than 12 percent of a harvest area affected by compaction.
- e. Primary skid trails shall be blocked with cull material after completion of harvest where the Authorized Officer determines vehicle access is possible.
- f. All ground-based equipment shall be restricted to operating on slopes less than 35%.
- g. Primary skid trails with a slope greater than 15% and/or are left with more than 100 feet of continuous bare ground shall have water bars installed and/or be covered with slash for erosion control prior to October 15 as directed by the Authorized Officer.

(8) Prior to attaching any logging equipment to any tree within the Reserve Area, or Reserve Area - Green Tree Retention, 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.

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

COOS BAY SALE NO. ORC00-TS-2017.0031  
CRYSTAL CLEAR

weeds.

(10) After completion of yarding activities, the Purchaser shall girdle 222 conifer trees and fall 158 conifer trees in Units 1 through 6, as shown on the Exhibit A and as directed by the Authorized Officer, according to the following:

- a. Unit 1: girdle 140 conifer trees (marked with "S") and fall 99 conifer trees (marked with "DW")
- b. Unit 2: girdle 8 conifer trees (marked with "S") and fall 6 conifer trees (marked with "DW")
- c. Unit 3: girdle 12 conifer trees (marked with "S") and fall 12 conifer trees (marked with "DW")
- d. Unit 4: girdle 10 conifer trees (marked with "S") and fall 7 conifer trees (marked with "DW")
- e. Unit 5: girdle 28 conifer trees (marked with "S") and fall 21 conifer trees (marked with "DW")
- f. Unit 6: girdle 24 conifer trees (marked with "S") and fall 13 conifer trees (marked with "DW")

The Purchaser shall girdle at DBH. Girdling will consist of removing a four inch band of bark (all sapwood shall remain intact) completely around the bole of the tree. Girdling will not be permitted on trees less than 100 feet from roads. Girdled trees shall have a number painted at breast height with fluorescent paint such that they are visible from at least 150 feet, felled trees shall have the butt ends painted. Number and location of treated trees shall be depicted on a map by the Purchaser such that they may be easily verified.

c. Road Construction

(1) The Purchaser shall construct 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 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. 26 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 15 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.

(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.

COOS BAY SALE NO. ORC00-TS-2017.0031  
CRYSTAL CLEAR

(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 15 days prior to proposed move in. Details shall include:

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

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

(3) The Purchaser is authorized to use the roads shown on Exhibit E, attached hereto and made a part hereof, for the removal of Government timber sold under the terms of this contract and for haul of mineral material required under the terms of this contract; provided, that the Purchaser shall pay the road maintenance fees and rockwear fees totaling \$524.22 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.

(6) With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users of any BLM controlled road included in Sec. 42.c.(1) and 42.d.(3) of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on these roads.

(7) The Authorized Officer may at any time, by written notice, terminate the Purchaser's operator road maintenance obligations and require instead payment of current Bureau of Land Management road maintenance fees for the particular surface type of the road(s) involved. These fees will be applied to the remaining contract

COOS BAY SALE NO. ORC00-TS-2017.0031  
CRYSTAL CLEAR

volume on the sale area, as determined by the Authorized Officer, to be transported over the roads listed in Sec. 42.c.(1) and 42.d.(3). If the total road maintenance fee does not exceed \$500.00, the Purchaser shall pay such amount in full prior to use of such roads. If the total road maintenance fee exceeds \$500.00, the Authorized Officer shall establish an installment schedule of payments of the maintenance obligation.

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

Apply additional lift of rock to the area of road that can influence the stream if rill 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.

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.

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 42.d(8) 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> (Quantitative Precipitation Forecast) shall be used as the rainfall forecast tool unless otherwise directed by the Authorized Officer.

(9) BLM Road Nos. 31-14-29.7, 31-14-29.8, 31-14-29.9, 31-14-30.1, 31-14-30.2 and 31-15-35.0 Segment A are restricted to dry season haul only between June 1 and October 15 unless dry conditions extend the hauling season, as directed by the Authorized Officer. Hauling between October 15 and June 1 shall be done using the Plum Trees mainline.

(10) All trees within the Right-of-Way to be cut on private property are marked with teal green paint. Purchaser will be required to fell, buck, and deck logs in a location approved by the Authorized Officer. The Purchaser shall contact Moore Mill's office 30 days prior to cutting any R/W timber for current log lengths and diameter specifications.

(11) In the use of required company roads shown on the Exhibit E, the Purchaser shall comply with the conditions of the Right-of-Way and Road Use Agreement between the United States and Moore Mill & Lumber Company, RWA C-364. The agreement is available for inspection at the Bureau of Land Management, Coos Bay, Oregon. A performance bond in the amount of \$10,000.00 and comprehensive liability insurance will be required by Licensor.

The Purchaser shall also comply with the conditions of the Right-of-Way and Road Use Agreement between the United States and Pacific West Timber Company (Oregon), LLC, RWA- C-354. The agreement is available for inspection at the Bureau of Land Management, Coos Bay, Oregon. A performance bond in the amount of

COOS BAY SALE NO. ORC00-TS-2017.0031  
CRYSTAL CLEAR

\$2,000.00 and comprehensive liability insurance will be required by Licensor. Payment of rockwear and maintenance fees in the amount of \$4,369.98 for timber haul on Pacific West Road No. 31-14-4.0 Seg. B shall be made to Moore Mill & Lumber Company as shown on the Exhibit E.

The Purchaser shall also comply with the conditions of the Right-of-Way and Road Use Agreement between the United States and Teton Timber Company, LLC, RWA- C-877A. The agreement is available for inspection at the Bureau of Land Management, Coos Bay, Oregon. A performance bond in the amount of \$10,000.00 and comprehensive liability insurance will be required by Licensor. In lieu of the payment of rockwear fees, the Purchaser shall, at the completion of haul, place 50 CY of 1 ½" minus maintenance rock on Teton Timber Road No. 31-15-35.0 Seg. B in accordance with the maintenance specifications listed in Exhibit D.

Prior to commencement of operations, the Purchaser shall furnish to the Authorized Officer a copy of the executed License Agreements issued under the terms of the Right-of-Way Agreements. Default by the Purchaser of said Right-of-Way and Road Use Agreements, of any License Agreements executed pursuant thereto, for failure to pay appropriate road use fees or road maintenance fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. Road maintenance fees may change during the course of the contract as determined by the Licensor. It is the responsibility of the Purchaser to pay fees current at time of haul. The road use fees payable to the Licensors are as follows:

- |                                                                           |              |
|---------------------------------------------------------------------------|--------------|
| a. Rockwear and Road Maintenance Fees Payable to Moore Mill & Lumber Co.: | \$78,990.03  |
| b. Road Use Fees Payable to Moore Mill & Lumber Co.:                      | \$166,614.99 |
| c. Road Use Fees Payable to Teton Timber Company, LLC.:                   | \$11,522.52  |

e. Fire Prevention and Control

Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:

(1) At least three (3) days prior to the operation of power-driven equipment during any operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.

(2) Provide and maintain on the contract area in good working order, and immediately available, the following equipment for use during the closed fire season or periods of fire danger:

- a. Fire fighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever employees are working on the contract area. All fire fighting tools shall be kept in a sturdily constructed box which shall be painted red and lettered on the front or top in large letters, "For Fire Only." The box shall have a hinged lid and a hasp by which the lid can be sealed. One box may serve two (2) landings not over six hundred (600) feet apart. When filled, the box shall not weigh over two hundred (200) pounds. The fire tools shall be in good condition, be tight on strong handles, and have sharp cutting edges. There shall be not less than four (4) tools in each box nor less than one (1) tool for each employee working on the contract area. Three-fourths (3/4) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.

COOS BAY SALE NO. ORC00-TS-2017.0031  
CRYSTAL CLEAR

- b. At each landing during periods of operation one (1) tank truck of three thousand (3,000) gallons or more capacity with one thousand (1,000) feet of one and one-half (1 ½) inch hose, two (2) nozzles and a gated-wye. Two (2) fifteen hundred (1,500) gallon tank trucks or portable tanks may be substituted for each required three thousand (3,000) gallon tank truck, provided that the total capability to pump and deliver water remains unchanged. Each tank truck shall be equipped with a pump capable of delivering a minimum of twenty (20) gallons per minute (gpm) water flow at one hundred ten (110) pounds per square inch (psi) engine pressure through fifty (50) feet of 1 ½ inch fire hose. The pump may be either power take off driven or truck-mounted auxiliary engine driven, or portable. All equipment shall be acceptable to and approved by the Authorized Officer and shall conform to the standards set forth in Oregon Revised Statutes 477.645 through 477.670. All hose couplings shall have the standard thread adopted by the BLM (1 ½ inches National Hose Thread (NH), 1 inch National Pipe Straight Hose Thread (NPSH) or be provided with suitable adapters use. All tank trucks shall be filled with water and made available for immediate use.

f. Logging Residue Reduction

In addition to the requirements of Sections 15 and 25 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release Purchaser for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction and logging residue reduction measures required of them by this contract:

(1) Within thirty (30) feet of the edge of each landing, all tops, broken pieces, limbs and debris more than one (1) inch in diameter at the large end and longer than three (3) feet in length shall be piled within fifteen (15) days of completion of hauling logs from that landing. Landing piles shall be kept free of dirt and located adjacent to roads at least twenty (20) feet from any Reserve Tree and/or as directed by the Authorized Officer.

Upon completion of landing piling, and no later than September 30 of the same year of piling, the Purchaser shall prepare the landing piles for burning by securely covering each pile with a 10-foot by 10-foot cover of four (4) millimeter polyethylene or alternate material as set forth in OAR 629-048-0210 shall cap each landing pile to maintain a dry ignition point. The cover shall be firmly fixed to each pile to hold it in place. Maximum pile size shall be twenty (20) feet in diameter by ten (10) feet in height. To meet ignition and combustion needs, larger piles may require additional PE sheeting. The Purchaser shall contact the Authorized Officer before any pile covering begins. At that time, the Authorized Officer will identify all piles that are approved for covering in excess of the one-hundred (100) square foot maximum size. Piles with material extending more than two (2) feet beyond the general contour of the pile shall be flattened or trimmed to create a uniform surface and to prevent the PE sheeting from tearing during wind events. Pile trimming or flattening shall be done prior to pile covering. Pieces of burnable material shall be placed on top of the plastic to secure it from moving and to prevent it from blowing off during strong wind episodes. The Purchaser is required to furnish the covering materials. The timing of this covering work shall be in accordance with instructions from the Authorized Officer. If the structure of the landing piles will not permit adequate consumption of piled debris by burning, the Purchaser shall re-pile them at the direction of the Authorized Officer.

(2) Lop and scatter all brush species one foot (1) or greater in height, damaged residual conifers and hardwoods not designated for cutting, and slash within the Broadcast Burn Area, as shown on the Exhibit A. All top and side branches must be cut free of the central stem so that such stem is reduced to the extent that it is within twelve (12) inches of the ground at all points. Slash includes all woody material (brush, limbs, tops, unmerchantable stems, or chunks) severed, uprooted, or broken from live plants as a result of Purchaser's operations under the terms of this contract.

(3) In the Broadcast Burn Area shown on Exhibit A, all logs or debris more than two (2) feet long and between one quarter (1/4) inches and six (6) inches at the large end shall be completely removed at least twenty five (15) feet from existing snags, down wood or reserve trees to reduce the fire hazard. Larger material which has a portion meeting this specification must be bucked at the six (6) inch diameter and that portion pulled back. Slash shall not be piled or windrowed. Slash shall be scattered over the site so that the resulting slash is no more than one foot in depth, measured from mineral soil.

(4) Fire Control Lines to mineral soil shall be constructed and maintained as directed by the Authorized Officer, in the locations shown on the Exhibit A. The Authorized Officer shall designate the width location, time and method of construction for the fire lines. Fire Control Lines shall be constructed in accordance with the following specifications:

- a. Fire Control Line may be constructed by either hand crews or utilizing machinery approved by the Authorized Officer. Machinery may only be used in areas approved by the Authorized Officer for ground-based operations and shall be done during periods of suitable soil moisture conditions between June 1 and October 15, both days inclusive.
- b. Fire Control Lines shall be cleared of overhanging and adjacent vegetation to a width of no more than eight feet. Fire control line shall be cleared down to mineral soil to a minimum of three (3) feet and a maximum of eight (8) feet in width. Soil and litter berms from construction of the line shall be pulled to the "outside" of the fire control line whenever possible. Cup trenches shall be constructed in areas where rollout could occur.
- c. Unless otherwise approved by the Authorized Officer, all slash and vegetation removed from the fire control line shall be pulled or thrown back into the burn unit a sufficient distance from the Fire Control Line to prevent holding problems. Heavy concentrations of slash shall be scattered within the Broadcast Burn Area.
- d. Water bars shall be constructed in all fire control lines following the slope guidelines below. Water bars shall consist of a diagonal ditch six inches deep across the fire control line and extend six inches beyond the width of the fire control line. Water bars shall be reconstructed after prescribed burning and mop-up is complete.

Trail Slope:	0% to 9%	1 water bar every 300 feet
	10% to 29%	1 water bar every 200 feet
	30 % to 100 %	1 water bar every 100 feet

COOS BAY SALE NO. ORC00-TS-2017.0031  
CRYSTAL CLEAR

(5) Notwithstanding the provisions of Sec. 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 (10) days in advance of earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer, assist with landing pile burning, broadcast burning, fire control, mop-up and patrol by furnishing, at their own expense, the services of personnel and equipment as follows:

- a. The purchaser shall begin burning within fourteen hours (14) of notification by the Authorized Officer.
- b. For each entry, the Purchaser may provide more personnel, equipment and materials than indicated, but no less than the minimum requirements listed below. Minimum personnel, equipment and materials requirements are:

1) Landing Pile Burning:

- a. One (1) English-speaking crew supervisor
- b. Three (3) person burn crew
- c. Three (3) drip torches and sufficient fuel to complete all pile burning

2) Broadcast Burning Ignition & Holding:

- a. One (1) English-speaking supervisor for crew and equipment operators (minimum CRWB).
- b. 20-person burn crew (minimum 2 red carded FFT1, 18 red carded FFT2).
- c. 2 water tenders (with operators) with 2500 gallons or more capacity equipped with a pump or pumps, capable of filling the tank at a rate of 300 gallons per minute (GPM) or more and discharging at 20.5 GPM through a 1/4" tip on the end of 50' of 1-1/2" hose. Water tenders must have a dump valve of at least 4" diameter or more for filling portable tanks. Water tenders shall be filled with water before arriving on site.
- d. 6 drip torches and 35 gallons of mixed slash fuel.
- e. 2 chain saws.
- f. 3 portable pressure pumps (Mark III type).
- g. 3-1500 gallon or larger, portable water tanks.
- h. 2500 feet of 1-1/2" cotton- or synthetic-jacket rubber-lined wildland fire hose.
- i. 2500 feet of 1" cotton- or synthetic-jacket rubber-lined wildland fire hose.
- j. 40 hose lay fittings; 10 1½" gated wyes, 10 reducers (1½" to 1"), 10 1" gated wyes, 10 forester nozzles.
- k. 20 hand tools; 5 shovels, 7 pulaskis, 8 hazel hoes (or equivalent).

All listed personnel shall be qualified as a Type-II Firefighter (FFT2) or higher (National Wildfire Coordinating Group (NWCG) Wildland Fire Qualifications System guide, (PMS 310-1). All personnel shall be physically fit, experienced and fully capable of functioning as required. All personnel shall arrive at the project area with the following personal safety equipment: Lug-soled leather boots with a minimum of eight (8) inch uppers that provide ankle support; an approved hart hat; leather gloves; long-



COOS BAY SALE NO. ORC00-TS-2017.0031  
CRYSTAL CLEAR

sleeve shirt and full-length trousers made of approved aramid fabric (Nomex or equivalent) and an approved fire shelter. All tools and equipment shall be in good condition. All power-driven equipment shall be fully fueled and available for immediate use. During periods of use under this subsection, the Purchaser shall provide fuel and maintenance for all such power-driven equipment.

- c. The Purchaser shall remove and dispose of all PE sheeting on landing piles exceeding the one-hundred (100) square foot maximum size. The sheeting shall not be removed until directed by the Authorized Officer. The Purchaser shall dispose of removed PE sheeting in accordance with applicable Federal, State and municipal laws. Removed PE sheeting shall not be disposed of in burn piles.
- d. A minimum of eighty (80) percent consumption of landing piles is required.
- e. No mop-up of landing piles is required of the Purchaser.
- f. If necessary, before and/or following broadcast burning, the Purchaser shall provide one (1) set of fallers to cut any snags, wildlife or reserve trees that are deemed by the Authorized Officer to be a safety hazard or holding risk.

Except as provided hereafter for slash fire escapement, the Purchaser shall continue the required assistance in mop up for seventy-two hours (72), as directed by the Authorized Officer within a five (5) day period beginning at 8:00 a.m. the day following completion of ignition in the unit or until released from such services by the Authorized Officer, whichever occurs first.

In event of a slash fire escapement and under the supervision of the Authorized Officer or designated representative, the Purchaser's personnel and equipment shall take action to control, suppress, and mop-up the escaped fire until released from such service by the Government. If it becomes necessary to use furnished personnel and equipment for the suppression of a fire which has been declared escaped from the slash disposal area for a period beyond the remainder of the day in which the fire escaped, then the Government shall, at its option, either:

- a) reimburse the Purchaser for such additional use of personnel and equipment at wage rates shown in the current Administratively Determined Pay Rates for the Western Area and at equipment rates shown in the current Oregon-Washington Interagency Fire Fighting Equipment Rental Rates schedule, until the Purchaser is released from such service by the Government, or
- b) release the Purchaser from additional suppression work and assume responsibility for suppressing the escaped fire.

In situations where an escaped fire is controlled and contained by an adequate fire break (i.e., trail, road, stream, rock formation etc.), the Government may permit the Purchaser to remove personnel for that day; provided that, all mop up work on the escaped fire area is included with mop up work on the prescribed fire area. In such an event, the Purchaser must sign a statement of agreement to complete mop up work on all escaped fire areas concurrently with mop up work on the prescribed fire area.

COOS BAY SALE NO. ORC00-TS-2017.0031  
CRYSTAL CLEAR

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 burning provisions. In the event the Purchaser fails to provide the personnel, equipment and materials required herein, the Purchaser shall be responsible for all additional costs incurred by the Government in completing the logging residue reduction. Additional costs may include, but are not limited to, wages and associated expenses of providing federal employees or others as a 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 site preparation 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.

g. Log Export and Substitution

All timber sales, including timber from Federal rights-of-ways, shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94165 and 43 CFR 5400 and 5424 as amended.

(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.

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 12 months from the date of last export sale;
- d. volume of Federal timber purchased in the past 12 months from the date of last export sale;
- e. volume of timber exported in succeeding 12 months from date of last export sale; and,
- f. volume of Federal timber purchased in succeeding 12 months from date of last export sale.

COOS BAY SALE NO. ORC00-TS-2017.0031  
CRYSTAL CLEAR

(2) In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a "Certificate as to 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.

(3) In the event an affiliate of the Purchaser has exported private timber within 12 months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in a form specified by the Authorized Officer and furnish the information

(4) 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.

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

If multiple trailers (mule trains) are used, each bunked load shall be considered an individual load, and these guidelines will apply to each bunked load. If a flatbed stake trailer is used, each bundle will be treated as a separate load. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. Any increased costs for log branding and painting shall be the responsibility of the Purchaser.

(6) 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 Sec. 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.

#### h. 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.

COOS BAY SALE NO. ORC00-TS-2017.0031  
CRYSTAL CLEAR

(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 \$4,203.75. In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of \$4,203.75 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.

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

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 and to prevent incidental take of northern spotted owls in accordance with the Standards and Guidelines or management direction of the 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

COOS BAY SALE NO. ORC00-TS-2017.0031  
CRYSTAL CLEAR

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, or;
- g. species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or; when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Sec. 3.b. of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, *et seq.*). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Sec. 3.b. of the contract within 15 days after the bill for collection is issued, subject to Sec. 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

COOS BAY SALE NO. ORC00-TS-2017.0031  
CRYSTAL CLEAR

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 modify the contract or terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, prevent incidental take of northern spotted owls and protect occupied marbled murrelet sites in accordance with the ROD and RMP, protect species that have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines or management direction established in the ROD and RMP, or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, if able to proceed without causing incidental take of northern spotted owls and marbled murrelet occupied site protection in accordance with the ROD and RMP, consistent with survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

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

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

k. Safety

Purchaser's operations shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties on Contract Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees, contractors and subcontractors.

COOS BAY SALE NO. ORC00-TS-2017.0031  
CRYSTAL CLEAR

In the event that the Authorized Officer identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract may be modified. If the cost of such contract modification is of a substantial nature (\$2,000.00 or more), the Purchaser may request, in writing, an adjustment in the total contract purchaser price specified in Section 2 of the timber sale contract, as amended, to compensate for the changed conditions.

Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA and Transportation standards no later than the pre-work meeting and prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed. Flagmen and devices shall be as specified in state OSHA and Transportation standards for logging roads or the “Manual on Uniform Traffic Control Devices for Streets and Highways” (MUTCD) published by the U.S. Department of Transportation – Federal Highway Administration. Included in the Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit “A” Map.

Exhibit F

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 Sec.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 DISTRICT OFFICE  
MYRTLEWOOD FIELD OFFICE

SALE DATE: JUNE 23, 2017  
SALE TIME: 10:00 a.m.

**LOCKED GATES – KEY REQUIRED**

SALE NO.: ORC00-TS-2017.0033, FIRST FLORAS

CURRY COUNTY: OREGON: PD: ORAL AUCTION: Bid deposit required: \$11,600.00

All timber designated for cutting on: T. 31 S., R. 14 W., Sec. 18, Lots 5, 6, 7, W1/2NE1/4, SE1/4NE1/4, Will. Mer.

Approx. No. Merch. Trees	Est. Vol. MBF 32' Log	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Vol. Times Appraised Price
2,702	395	Douglas-fir	482	\$171.30	\$82,566.60
2,441	617	western hemlock	777	\$41.10	\$31,934.70
464	25	red alder	36	\$41.30	\$1,486.80
5,607	1,037	<b>Total</b>	1,295		<b>\$115,988.10</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 \$0.50 PER MBF. SCRIBNER BOARD FOOT VOLUMES (32 FOOT LOG) BY SPECIES ARE DISPLAYED FOR INFORMATIONAL PURPOSES.**

LOG EXPORT AND SUBSTITUTION: All timber sales, including timber from Federal rights-of-ways, 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 5424 as amended.

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

CRUISE INFORMATION: With respect to merchantable trees of all species in all cruise strata: the average DBHOB is 15.3 inches: the average gross merchantable log contains 77 bd. ft.; the total gross volume is approximately 1,404 thousand bd. ft.; and 92 % recovery is expected. None of the total sale volume is salvage material. The following cruise methods were used for volume determination.

3P: Timber volumes in Units 1, 2 and 3 were calculated using the 3P system to select 159 sample trees. The sample trees have been cruised and the volumes computed using form class tables for estimating board foot volumes of trees in 16-foot logs.

100% CRUISE: Timber volumes within the Right of Way were based on a 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs.

CUTTING AREA: Three units totaling approximately 23 acres must be regeneration cut and 3 acres of Right of Way must be cut. Acreage data was collected using a Trimble Geo XT Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

ACCESS: Access to the sale area is provided via: United States highways, Curry County roads, privately controlled roads, and Government controlled roads.

DIRECTIONS TO SALE AREA: From Coos Bay, Oregon, travel south on Highway 101 for approximately 43 miles. Turn east onto Floras creek County Road and travel 2.7 miles. Turn right onto the 31-14-6.0 road. Travel approximately 2 miles to the sale area. Refer to Exhibits A and A-1 for unit locations.

ROAD USE, ROCKWEAR & MAINTENANCE: Refer to Exhibit E Summary attached. Operator maintenance required on 2.35 miles of road.

Rockwear Fees Payable to BLM:	\$ 1,308.72
Rockwear and Road Maintenance Fees Payable to Moore Mill:	\$ 26.05
Road Use Fees Payable to Moore Mill:	\$ 1,039.88

ROAD CONSTRUCTION: Road Construction estimates include the following:

New Construction:

27.47 stations

Road Renovation:

284.17 stations

Aggregate (All quantities are truck measurement):

3" minus hardrock: 6 L.C.Y.  
1 ½" minus hardrock: 2,492 L.C.Y.  
1 ½" minus maintenance hardrock: 30 L.C.Y.  
Riprap Energy Dissipater: 100 L.C.Y.

Drainage:

18" CPE double wall: 240'  
Culvert Markers: 34

Soil Stabilization:

Dry Seed, fertilizer, & mulch: 6.3 acres (Pre-haul)  
Dry Seed, fertilizer, & mulch: 3.5 acres (Post-haul)

Roadside Brushing:

12.1 acres

Road Decommissioning:

Earthen Berm Barriers: 4  
Normal Decommissioning: 55.77 stations

DURATION OF CONTRACT: Shall be 24 months for cutting and removal of timber. The contract will contain special stipulations regarding logging, road construction, road use and maintenance, fire prevention, hazard reduction and logging residue reduction, log export and substitution, optional scale check of lump sum sales, equal opportunity in employment, cultural resource protection, and sensitive, threatened, or endangered plants or animals.

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

1. Access to the sale area via Private Road No. 31-14-6.0 Seg. A requires a Series 2A-192 BLM gate key. Keys are available at the BLM office located at 1300 Airport Lane, North Bend, OR 97459, (541) 756-0100. A \$50 deposit is required.
2. License agreement is required with Moore Mill & Lumber Company, RWA-C-333. A performance bond in the amount of \$10,000.00 and comprehensive liability insurance will be required for this license agreement.
3. License agreement is required with Moore Mill & Lumber Company, RWA- C-364. A performance bond in the amount of \$10,000.00 and comprehensive liability insurance will be required for this license agreement.
4. All trees within the right-of-way on private property are marked with teal green paint. Purchaser will be required to fell, buck and deck trees/logs in a location approved by the Authorized Officer. The Purchaser shall contact Moore Mill's office 30 days prior to cutting any R/W timber; Moore Mill will provide log lengths and diameter specifications to the Purchaser at that time.
5. All equipment must be washed prior to entry into the contract area to control the spread of noxious weeds.
6. Seasonal Restrictions affect portions of Units 2 and 3. Tree felling, yarding, log hauling on BLM Road No. 31-14-18.1 Seg. A and 31-14-18.2 roads and road construction operations are prohibited from March 1 through August 5. Additionally, a daily timing restriction confines tree felling, yarding, log hauling on the 31-14-18.1 Seg. A and 31-14-18.2 roads and road construction operations to the period from two hours after sunrise to two hours before sunset from August 6 through September 15.
7. All roads are approved for dry-season haul (June 1 through October 15) only.
8. No trees shall be felled into Reserve Areas or Green Tree Retention Areas, as shown on the Exhibit A. Line pulling, jacking, or other mechanical devices shall be used as necessary.
9. Lift trees and intermediate support trees may be necessary.

10. One-end suspension required in cable and ground-based yarding areas.
11. A forwarder, log loader, tractor, or rubber tire skidder may be used to yard logs within the Ground-based Yarding areas. Ground-based equipment are restricted to areas with slopes less than 35%.
12. Purchaser shall verify all landing locations and stake required clearing limits prior to construction.
13. Shape and restore all landings to a natural contour to prevent erosion.
14. Seed and fertilize all landings, road cuts and fills, and waste areas.
15. Soil stabilization, water bar construction, road decommissioning, and road barrier construction shall be conducted after the completion of harvest activities but no later than October 15.
16. BLM will assume supervisory responsibility for disposal of logging slash.
17. Personnel supplied by the Purchaser for landing pile burning shall include two (2) people qualified at a minimum, as Type-II Firefighters (FFT2).
18. Machine piling or scattering of logging slash are required at all landing areas and along all roads.
19. After yarding is complete the purchaser shall girdle 53 conifer trees and fall 48 conifer trees in Units 1, 2 and 3.

**Seasonal Restriction Matrix** ORC00-TS-2017.0033 FIRST FLORAS Timber Sale Prospectus

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

Sale Area	Activity	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
		1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
<b>General All Units</b>	Falling and bucking <sup>2</sup>																								
	Cable yarding <sup>2</sup>																								
	Road Construction, Renovation, or Improvement Work <sup>1</sup>																								
	Hauling <sup>1</sup>																								
	Ground based yarding <sup>3</sup>																								
<b>Units 2, 3, 31-14-18.1 &amp; 31-14-18.2 Roads</b>	Seasonal Restriction Area (NSO & MM) <sup>5</sup>																								

<sup>1</sup> Wet season restrictions may be shortened or extended depending on weather conditions.  
<sup>2</sup> Bark slip seasonal restrictions may be conditionally waived upon written request and Authorized Officer approval. Strict compliance with damage provision required for continued operations.  
<sup>3</sup> Ground based yarding restricted to periods when soil moisture levels are below 25% as determined by the Authorized Officer.  
<sup>5</sup> In the Seasonal Restriction Area (MM), as shown on Exhibit A, falling, yarding, and new road construction operations are prohibited in the period between April 1 and August 5. In addition; a daily timing restriction confines operations to the period from two hours after sunrise to two hours before sunset between August 6 and September 15 both days included.  
<sup>6</sup> In the Seasonal Restriction Area (NSO), as shown on Exhibit A, falling, yarding, log hauling and new road construction operations are prohibited in the period between March 1 and June 30.

SCHEDULE I

Sec 41. TIMBER RESERVED FROM CUTTING. The following timber on the Contract Area, shown on Exhibit A, which is attached hereto and made a part hereof, 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 in the Reserve Areas, as shown on Exhibit A, and all blazed, orange painted and/or posted trees which are on or mark the boundaries of the Reserve Area.
- b. All timber marked, by the Government, with orange paint above and below stump height within the Harvest Cut Units, shown on Exhibit A. Approximately 101 trees painted orange within the harvest units; 53 are marked for snag creation and 48 are marked for the creation of down woody debris.
- c. All existing standing dead trees, except those snags that must be felled to permit safe working operation provided that all snags felled must be retained on site;
- d. All existing downed wood in decay classes 3-5 and all existing downed wood 20 inches or larger in diameter measured on the large end regardless of decay class.
- e. Approximately 30 Douglas-fir and 60 Western hemlock trees, each marked with an orange painted "W" above stump height and orange painted below stump height in Unit 1. Approximately 28 Douglas-fir and 2 Port Orford-cedar trees, each marked with an orange painted "W" above stump height and orange painted below stump height in Unit 2. All "W" reserve trees are as shown on Exhibit A. These trees are selected wildlife trees and are specially valued as a component of the Wildlife Habitat Management program. Selected wildlife trees damaged or destroyed by the Purchaser shall be valued for purposes of determining damages at either current market value of the merchantable volume, whichever is greater, plus the cost to replace the damages or destroyed trees. The Purchaser will be liable under applicable sections of this contract for the removal or destruction of these selected wildlife trees, except for such trees which the Authorized Officer determines to be a safety hazard as defined by applicable safety codes and regulations. When selected wildlife trees are determined to be danger trees, written approval to cut such trees shall be obtained from the Authorized Officer conforming to all requirements of Section 8 of this contract.
- f. All Bearing Trees with metal tags that mark property corners. One Bearing Tree painted blue above and below stump height within the Right of Way for BLM Road No. 31-14-18.2 shall be cut and removed.

Sec 42. 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 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 5% 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 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 30 days, and the interruption or delay is beyond the Purchaser's control. Any adjustment made shall provide the Purchaser with an equal amount of operating time as would have been available without the delay. The Purchaser shall request such adjustment in writing before the due date for a periodic payment contained in Sec. 3(b).

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 or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of ten or more days.

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

(4) In the Seasonal Restriction Area (NSO & MM), shown on Exhibit A, falling, yarding, log hauling and new road construction operations are prohibited in the period between March 1 and August 5. In addition, a daily timing restriction confines operations to the period from two hours after sunrise to two hours before sunset between August 6 and September 15 of the same calendar year, both days inclusive.

(5) All trees three (3) inches DBHOB or larger and/or twenty five (25) feet or taller designated for cutting shall be felled concurrently with all other trees designated for cutting.

(6) In all Units, trees will be whole tree yarded when feasible to the landing areas.

(7) In all Units, yarding (except for road Right of Way and Ground-based Yarding Area), as shown on Exhibit A shall be done with a skyline cable system according to the following:

(1) One-end log suspension is required during yarding operations. Intermediate supports and/or lift trees may be required to obtain the required suspension.

(2) The Purchaser shall make all cable sky road changes by completely re-spooling cables and

restringing the layout from head spar to tailhold.

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

(8) In the Ground-based Yarding Area and within road Right of Way, cutting and yarding shall be done according to the following:

(1) In addition to the requirements set forth in Sec. 26 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.

(2) 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.

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

(4) Primary skid roads/trails shall use existing trails wherever possible, designate skid trails with the objective of having less than 12 percent of a harvest area affected by compaction.

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

(6) All ground-based equipment shall be restricted to operating on slopes less than 35%.

(7) Primary skid trails with a slope greater than 15% and/or are left with more than 100 feet of continuous bare ground shall have water bars installed and/or be covered with slash for erosion control prior to October 15 as directed by the Authorized Officer.

(9) Prior to attaching any logging equipment to any tree within the Reserve Area, or Reserve Area - Green Tree Retention, 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.

(10) During logging operations, the Purchaser shall keep BLM Road Nos. 31-14-6.0 Seg. B, 31-14-17.3 and Moore Mill Road No. 31-14-17.5 where they pass through the contract area, clear of trees, rock, dirt and other debris so far as is practicable. These roads shall not be blocked by such operations for more than 20 minutes. The Purchaser shall provide signage and flaggers to control traffic when conducting operations adjacent to any road as directed by the Authorized Officer and in accordance with Sec. 29 of the timber sale contract.

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



(12) After completion of yarding activities, the Purchaser shall girdle 53 conifer trees and fall 48 conifer trees in Units 1, 2 and 3, as shown on the Exhibit A and as directed by the Authorized Officer, according to the following:

- (a) Unit 1: girdle 30 conifer trees (marked with "S") and fall 21 conifer trees (marked with "DW").
- (b) Unit 2: girdle 10 conifer trees (marked with "S") and fall 18 conifer trees (marked with "DW").
- (c) Unit 3: girdle 13 conifer trees (marked with "S") and fall 9 conifer trees (marked with "DW").

The Purchaser shall girdle at DBH. Girdling will consist of removing a four inch band of bark (all sapwood shall remain intact) completely around the bole of the tree. Girdling will not be permitted on trees less than 100 feet from roads. Girdled trees shall have a number painted at breast height with fluorescent paint such that they are visible from at least 150 feet, felled trees shall have the butt ends painted. Number and location of treated trees shall be depicted on a map by the Purchaser such that they may be easily verified.

#### c. Road Construction

(1) The Purchaser shall construct 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 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. 26 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 15 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.

(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.

(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 15 days prior to proposed move in. Details shall include:

- (1) Axle weights when fully loaded;
- (2) Axle spacing;
- (3) Transverse wheel spacing;
- (4) Tire size;
- (5) Outside width of vehicle;
- (6) Operating speed;
- (7) Frequency of use; and,
- (8) Special features (e.g. running tracks, overhang loads, etc.).

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

(3) The Purchaser is authorized to use the roads shown on Exhibit E, attached hereto and made a part hereof, for the removal of Government timber sold under the terms of this contract and for haul of mineral material required under the terms of this contract; provided, that the Purchaser shall pay the road maintenance fees and rockwear fees totaling \$1,308.72 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.

(6) With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users of any BLM controlled road included in Sec. 42.c.(1) and 42.d.(3) of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on these roads.

(7) The Authorized Officer may at any time, by written notice, terminate the Purchaser's operator road maintenance obligations and require instead payment of current Bureau of Land Management road maintenance fees for the particular surface type of the road(s) involved. These fees will be applied to the remaining contract volume on the sale area, as determined by the Authorized Officer, to be transported over the roads listed in Sec. 42.c.(1) and 42.d.(3). If the total road maintenance fee does not exceed \$500.00, the Purchaser shall pay such amount in full prior to use of such roads. If the total road maintenance fee exceeds \$500.00, the Authorized Officer shall establish an installment schedule of payments of the maintenance obligation.

(8) The Purchaser shall cease winter log hauling if the ground is already saturated from winter rains and more than 1 inch of precipitation is predicted over the next 24 hours or as determined by the Authorized Officer.

(9) All roads are restricted to dry season haul only between June 1 and October 15 unless dry conditions

extend the hauling season, as directed by the Authorized Officer.

(10) All trees within the Right of Way for Moore Mill Road No. 31-14-18.1 Seg. B and BLM Road No. 31-14-18.2 to be cut on private property are marked with teal green paint. The Purchaser will be required to fell, buck, and deck logs in a location approved by the Authorized Officer. The Purchaser shall contact Moore Mill's office 30 days prior to cutting any R/W timber for current log lengths and diameter specifications.

(11) During periods of vehicle use and timber haul on Private Road No. 31-14-6.0 Seg. A, the gate at the cattle guard shall be left open during use and closed and locked at the end of each day. The gate without a cattle guard at approximately MP 0.736 shall remain closed at all times to control the cattle on the adjacent landowner property and shall be opened and closed for each vehicle during operations.

(12) In the use of required company roads shown on the Exhibit E, the Purchaser shall comply with the conditions of the Right-of-Way and Road Use Agreement between the United States and Moore Mill & Lumber Company, RWA C-333. The agreement is available for inspection at the Bureau of Land Management, Coos Bay, Oregon. A performance bond in the amount of \$10,000.00 and comprehensive liability insurance will be required by Licensor.

(13) In the use of required company roads shown on the Exhibit E, the Purchaser shall comply with the conditions of the Right-of-Way and Road Use Agreement between the United States and Moore Mill & Lumber Company, RWA C-364. The agreement is available for inspection at the Bureau of Land Management, Coos Bay, Oregon. A performance bond in the amount of \$10,000.00 and comprehensive liability insurance will be required by Licensor.

(14) 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.

Rockwear Fees Payable to Moore Mill & Lumber Company:	\$26.05
Road Use Fees Payable to Moore Mill & Lumber Company:	\$1,039.88

e. Fire Prevention and Control

Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:

(1) At least three (3) days prior to the operation of power-driven equipment during any operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.

(2) Provide and maintain on the contract area in good working order, and immediately available, the following equipment for use during the closed fire season or periods of fire danger:

- a. Fire fighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever employees are working on the contract area. All fire fighting tools shall be kept in a sturdily constructed box which shall be painted red and lettered on the front or top in large letters, "For Fire Only." The box shall have a hinged lid and a hasp by which the lid can be sealed. One box may serve two (2) landings not over six hundred (600) feet apart. When filled, the box shall not weigh over two hundred (200) pounds. The fire tools shall be in good condition, be tight on strong handles, and have sharp cutting edges. There shall be not less than four (4) tools in each box nor less than one (1) tool for each employee working on the contract area. Three-fourths (3/4) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.
- b. At each landing during periods of operation one (1) tank truck of three thousand (3,000) gallons or more capacity with one thousand (1,000) feet of one and one-half (1 ½) inch hose, two (2) nozzles and a gated-wye. Two (2) fifteen hundred (1,500) gallon tank trucks or portable tanks may be substituted for each required three thousand (3,000) gallon tank truck, provided that the total capability to pump and deliver water remains unchanged. Each tank truck shall be equipped with a pump capable of delivering a minimum of twenty (20) gallons per minute (gpm) water flow at one hundred ten (110) pounds per square inch (psi) engine pressure through fifty (50) feet of 1 ½ inch fire hose. The pump may be either power take off driven or truck-mounted auxiliary engine driven, or portable. All equipment shall be acceptable to and approved by the Authorized Officer and shall conform to the standards set forth in Oregon Revised Statutes 477.645 through 477.670. All hose couplings shall have the standard thread adopted by the BLM (1 ½ inches National Hose Thread (NH), 1 inch National Pipe Straight Hose Thread (NPSH) or be provided with suitable adapters use. All tank trucks shall be filled with water and made available for immediate use.

#### f. Logging Residue Reduction

In addition to the requirements of Sections 15 and 25 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release Purchaser for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction and logging residue reduction measures required of them by this contract:

(1) Within thirty (30) feet of the edge of each landing, all tops, broken pieces, limbs and debris more than one (1) inch in diameter at the large end and longer than three (3) feet in length shall be piled within fifteen (15) days of completion of hauling logs from that landing. Landing piles shall be kept free of dirt and located adjacent to roads at least twenty (20) feet from any Reserve Tree and/or as directed by the Authorized Officer.

Upon completion of landing piling, and no later than September 30 of the same year of piling, the Purchaser shall prepare the landing piles for burning by securely covering each pile with a 10-foot by 10-foot cover of four (4) millimeter polyethylene or alternate material as set forth in OAR 629-048-0210 shall cap each landing pile to maintain a dry ignition point. The cover shall be firmly fixed to each pile to hold it in place. Maximum pile size shall be twenty (20) feet in diameter by ten (10) feet in height. To meet ignition and combustion needs, larger piles may require additional PE sheeting. The Purchaser shall contact the Authorized Officer before any pile covering begins. At that time, the Authorized Officer will identify all piles that are approved for covering in excess of the one-hundred (100) square foot maximum size. Piles with material extending more than two (2) feet beyond the general contour of the pile shall be flattened or trimmed to create a uniform surface and to

prevent the PE sheeting from tearing during wind events. Pile trimming or flattening shall be done prior to pile covering. Pieces of burnable material shall be placed on top of the plastic to secure it from moving and to prevent it from blowing off during strong wind episodes. The Purchaser is required to furnish the covering materials. The timing of this covering work shall be in accordance with instructions from the Authorized Officer. If the structure of the landing piles will not permit adequate consumption of piled debris by burning, the Purchaser shall re-pile them at the direction of the Authorized Officer.

(2) Notwithstanding the provisions of Sec. 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 (10) days in advance of earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer, assist with landing pile burning, by furnishing, at their own expense, the services of personnel and equipment as follows:

- a. The purchaser shall begin burning within fourteen hours (14) of notification by the Authorized Officer.
- b. For each entry, the Purchaser may provide more personnel, equipment and materials than indicated, but no less than the minimum requirements listed below. Minimum personnel, equipment and materials requirements are:
  - (1) One (1) English-speaking crew supervisor
  - (2) Three (3) person burn crew
  - (3) Three (3) drip torches and sufficient fuel to complete all pile burning

All listed personnel shall be qualified as a Type-II Firefighter (FFT2) or higher (National Wildfire Coordinating Group (NWCG) Wildland Fire Qualifications System guide, (PMS 310-1). All personnel shall be physically fit, experienced and fully capable of functioning as required. All personnel shall arrive at the project area with the following personal safety equipment: Lug-soled leather boots with a minimum of eight (8) inch uppers that provide ankle support; an approved hart hat; leather gloves; long-sleeve shirt and full-length trousers made of approved aramid fabric (Nomex or equivalent) and an approved fire shelter. All tools and equipment shall be in good condition. All power-driven equipment shall be fully fueled and available for immediate use. During periods of use under this subsection, the Purchaser shall provide fuel and maintenance for all such power-driven equipment.

- c. The Purchaser shall remove and dispose of all PE sheeting on landing piles exceeding the one-hundred (100) square foot maximum size. The sheeting shall not be removed until directed by the Authorized Officer. The Purchaser shall dispose of removed PE sheeting in accordance with applicable Federal, State and municipal laws. Removed PE sheeting shall not be disposed of in burn piles.
- d. A minimum of eighty (80) percent consumption of landing piles is required.
- e. No mop-up of landing piles 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 burning provisions. In the event the Purchaser fails to provide the personnel, equipment and materials required herein, the Purchaser shall be responsible for all additional costs incurred by the Government in completing the logging residue reduction. Additional costs may include, but are not limited to, wages and associated expenses of providing federal employees or others as a 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 site preparation 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

All timber sales, including timber from Federal rights-of-ways, shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94165 and 43 CFR 5400 and 5424 as amended.

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.

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:

- (1) date of last export sale;
- (2) volume of timber contained in last export sale;
- (3) volume of timber exported in the past 12 months from the date of last export sale;
- (4) volume of Federal timber purchased in the past 12 months from the date of last export sale;
- (5) volume of timber exported in succeeding 12 months from date of last export sale; and,
- (6) volume of Federal timber purchased in succeeding 12 months from date of last export sale.

2) In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a "Certificate as to 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.

3) In the event an affiliate of the Purchaser has exported private timber within 12 months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in a form specified by the Authorized Officer and furnish the information

4) 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.

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

If multiple trailers (mule trains) are used, each bunked load shall be considered an individual load, and these guidelines will apply to each bunked load. If a flatbed stake trailer is used, each bundle will be treated as a separate load. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. Any increased costs for log branding and painting shall be the responsibility of the Purchaser.

6) 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 Sec. 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

(3) 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.

(4) 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 \$971.25. In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of \$971.25 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. 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.

i. Sensitive, Threatened, or Endangered Plants or Animals

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

1. threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
2. when, in order to comply with the Endangered Species Act, or to protect occupied marbled murrelet sites and to prevent incidental take of northern spotted owls in accordance with the Standards and Guidelines or management direction of the Record of Decision (ROD) and Resource Management Plan (RMP), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
3. federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;
4. other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;
5. when, in order to comply with a court order which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
6. when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
7. species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, and the Contracting Officer



determines that continued operations would affect the species or its habitat, or; when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Sec. 3.b. of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, *et seq.*). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Sec. 3.b. of the contract within 15 days after the bill for collection is issued, subject to Sec. 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 modify the contract or terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, prevent incidental take of northern spotted owls and protect occupied marbled murrelet sites in accordance with the ROD and RMP, protect species that have been discovered which were identified for protection through survey and manage

and/or protection buffer standards and guidelines or management direction established in the ROD and RMP, or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, if able to proceed without causing incidental take of northern spotted owls and marbled murrelet occupied site protection in accordance with the ROD and RMP, consistent with survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

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

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

j. Safety

Purchaser's operations shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties on Contract Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees, contractors and subcontractors.

In the event that the Authorized Officer identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract may be modified. If the cost of such contract modification is of a substantial nature (\$2,000.00 or more), the Purchaser may request, in writing, an adjustment in the total contract purchaser price specified in Section 2 of the timber sale contract, as amended, to compensate for the changed conditions.

Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA and Transportation standards no later than the pre-work meeting and prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed. Flagmen and devices shall be as specified in state OSHA and Transportation standards for logging roads or the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) published by the U.S. Department of Transportation –

COOS BAY SALE NO. ORC00-TS-2017.0033  
FIRST FLORAS

Federal Highway Administration. Included in the Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit "A" Map.

Exhibit F

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 Sec.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.