



# United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Coos Bay District Office

1300 Airport Lane, North Bend, OR 97459

Web Address: <http://www.blm.gov/or/districts/coosbay>

E-mail: [BLM\\_OR\\_CB\\_Mail@blm.gov](mailto:BLM_OR_CB_Mail@blm.gov)



IN REPLY REFER TO

## 90-DAY TIMBER SALE NOTICE

The timber described below was offered for sale on 26 June 2019; no bids were received; therefore, pursuant to 43 CFR 5443.1, the sale of such timber is kept open for a period not to exceed 90 days from the above-mentioned date.

Written bids will be received for not less than the advertised appraised price during the time this sale is open. The required deposit must accompany the bid. Notice of receipt of any bids submitted on this sale will be posted for the period of seven days during which time other written bids may be submitted. If no other bids are submitted within the 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 this sale may be obtained from the above address.

Sincerely,

Glenn R. Harkleroad  
Umpqua Field Manager

SALE NO. ORC03-TS-2019.0002, Early Fork CT

DOUGLAS COUNTY: OREGON: O&C: ORAL AUCTION: Bid deposit required:  
\$34,900.00

All timber designated for cutting on: T. 19 S., R. 8 W., Sec. 30, Lots 9, 10, W1/2SE1/4, Sec. 31, Lots 2,3,5 & 10, E1/2; T. 19 S., R. 9 W., Sec. 25, Lot 10, SW1/4, 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
19,547	3,342	Douglas-fir	4,072	\$79.30	\$322,909.60
3,018	261	Red Alder	350	\$38.50	\$13,475.00

763	168	Western Hemlock	212	\$38.50	\$8,162.00
2,503	75	Big Leaf Maple	122	\$23.10	\$2,818.20
215	6	Western Redcedar	8	\$160.90	\$1,287.20
<b>26,046</b>	<b>3,852</b>	<b>Totals</b>	<b>4,764</b>		<b>\$348,652.00</b>

**THIS TIMBER SALE HAS BEEN CRUISED, APPRAISED, AND ADVERTISED BASED UPON SCRIBNER BOARD FOOT MEASURE (16 FOOT LOG). THE MINIMUM BID FIGURES SHOWN BY SPECIES ARE DOLLARS PER THOUSAND BOARD FEET (MBF). THE MINIMUM BID INCREMENT WILL BE \$0.50 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 13.7 inches; the average gross merchantable log contains 53 bd. ft.; the total gross volume is approximately 5119 thousand bd. ft.; and 93% recovery is expected. The average DBHOB for Douglas-fir is 13.9 inches; and the average gross merchantable log contains 53 bd. ft. The following cruise methods were used for volume determination:

VARIABLE PLOT: Timber volumes in the thinning portion of Units 1-6, were based on a variable plot cruise. Using a 20 basal area factor (BAF), 286 plots were measured and 153 trees were randomly selected to be sampled. The sample trees have been 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.

3P: The Douglas-fir and Red Alder in Unit 7, right-of-way and group selection areas have been cruised using the 3P system to select 151 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. The volumes are then expanded to a total sale volume. Maps showing the approximate locations of the sample trees are available at the Coos Bay District Office.

100% CRUISE: Timber volumes for tree species other than Douglas-fir and Red Alder within Unit 7, road right-of-way and group selection areas, were based on a 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs.

**CUTTING AREA:** Units 1 -7 contain 248 acres of partial cut. Within the partial cut area there are clearings up to 4 acres in size as shown on exhibit A. There are 2 acres of road right-of-way to be cut. Acreage data was collected using a Trimble R1 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: Oregon State highways, Douglas County Roads, government controlled roads, and privately controlled roads. A gate restricts access to this sale. Keys are available at Coos Bay District Office. A refundable deposit of \$100 is required to obtain a key.

**DIRECTIONS TO SALE AREA:** From Coos Bay, travel north on Highway 101. Turn right on Smith River Road heading east 35 miles, and refer to Exhibits A and A-1 for unit locations.

**ROAD USE & MAINTENANCE:** Purchaser shall pay a maintenance and rockwear obligation totaling \$56,006.99 to the Government.

**ROAD CONSTRUCTION:** Road construction and improvement estimates include the following

33.90 stations Class SN-16 road

8.20 stations Class SN-12 road

Refer to Exhibit C

Surfacing:

3376 cu. yds. of 1½-inch minus crushed hardrock

3899 cu. yds. of 3-inch minus crushed hardrock

860 cu. yds. of 6-inch minus crushed hardrock

10 cu. yds. of Rip Rap

Drainage:

110 linear feet of 18-inch CPP Double Wall culvert

40 linear feet of 18-inch CPP Single Wall culvert Down Spout

30 linear feet of 18-inch CMP culvert

4 Culvert Markers

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

COOS BAY SALE NO. ORC03-TS-2019.0002  
Early Fork CT

SPECIAL PROVISIONS:

1. Snags that are felled for safety reasons will be left on site. [41c](#)
2. All Pacific yew are reserved from cutting, except within road right-of-ways. [41d](#)
3. All existing down coarse woody debris is reserved from cutting and removal. [41e](#)
4. Seasonal restrictions will apply in the Seasonally Restricted Area, as shown on Exhibit A. [42b3](#)
5. Directional felling is required away from roads, property lines, posted boundaries, orange-painted reserve trees, and snags. [42b4](#)
6. Cutting or yarding during high sap flow, March 31 through July 1, may be restricted by the Authorized Officer. [42b5](#)
7. In the Partial Cut Area, conifer trees will be bucked to a maximum of 41-foot lengths. [42b7](#)
8. All trees eight (8) inches DBHOB and larger designated for cutting in the Group Select Area shall be felled and yarded concurrently with all other trees designated for cutting in the Group Select Area. [42b9](#)
9. In the Cable Yarding Area, yarding shall be completed with cable-type equipment capable of lateral yarding 75 feet each side of the skyline road. [42b11](#)
10. In the Cable Yarding Area, one-end suspension is required. Lift trees and/or intermediate support trees may be necessary to achieve suspension. [42b13](#)
11. No-harvest zones will be maintained adjacent to stream channels. Corridor trees felled within the no-harvest zone shall be left on site, unless designated for removal by the Authorized Officer. Trees within 120 feet of any draw of shown on Exhibit A shall be directional felled toward the draw. [42b17](#)
12. Full-log suspension will be required over stream channels. When possible trees should be felled towards the Steam Channel. Where full suspension cannot be achieved, yarding will occur during the dry season. [42b17](#)
13. Within safety standards, harvest trees will be directionally felled away from any stream channels; however, trees that must be felled toward or parallel to the stream channel should be temporarily retained on site to provide bank armament if other trees need to be yarded across the channel. [42b18](#)
14. The yarding machine shall utilize slash on skid trail as directed. [42b20](#)
15. All Harvesting equipment must be approved in writing by the Authorized Officer prior to any operations. [42b20a](#)
16. Ground-based operations shall be conducted when soil moisture content is below 25% plastic limit, as determined by the Authorized Officer. [42b20b](#)
17. The location and use of yarding roads and harvester roads in the Cable Yarding Area and Ground Based Yarding Area shall be approved by BLM prior to use by the Purchaser. [42b21](#)
18. Skyline corridors will be no wider than 12 feet as measured between reserve trees and 150 feet apart, as measured from the tail hold, or where the skyline reaches the far edge of the unit, perpendicular to the preceding corridor. [42b21a](#), [42b14](#)
19. Road building and logging equipment will be washed prior to moving into the Contract Area to minimize the spread of noxious weeds. [42b25](#) and [Exhibit F](#)
20. Hauling on dirt surfaced roads will be permitted between July 1 and October 15, unless dry conditions extend the hauling season. [42b26](#)

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21. Any required construction, improvement, or renovation of structures and roads shall occur during the dry season, June 1 through October 1, both days inclusive, of the same calendar year unless dry conditions extend the construction season. [42c2](#)
22. BLM will assume supervisory responsibility for disposal of logging slash. [42e1](#)
23. Hand or machine piling is required in Roadside Hazard Reduction Area. [42e3b](#)
24. Slashing, loping, and scattering is required on approximately 16 acres in the Group Select Area. [42e3w](#)
25. Within 1 year following the completion of yarding operations, create approximately seven hundred ninety six (796) snags as directed by the Authorized Officer and in accordance with the following table and stipulations. [42f1](#)
26. Within 1 year following the completion of yarding operations, the Purchaser shall mechanically sever approximately one hundred ninety nine (199) orange marked leave trees. See section 42f2. [42f2](#)
27. You must enter into a license agreement with Roseburg Resources. Road use fees and Road Maintenance fees totaling \$3,319.77 are payable to Oxbow Timber I, LLC. [42d5](#)

#### 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 on the Reserve Area, 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 orange painted reserve trees marked above and or below stump height within the Partial Cut Area, as shown on Exhibit A.
- c. All existing standing dead trees within the Partial Cut Area except those trees which must be felled to permit safe working operations. Snags felled for safety reasons shall be left on site.
- d. Pacific yew are reserved from cutting, except within road right-of-ways.
- e. All existing coarse woody debris within the Contract Area, unless the Authorized Officer determines the volume to be included in the Exhibit B, which is attached hereto and made a part hereof.
- f. All Bearing Trees with metal tags which mark property corners.

#### SPECIAL PROVISIONS - Page 1 of 25 pages

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

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

(2) Notwithstanding the provisions of Sec. 3(b), adjustments in the due dates for periodic payments may be made by the Government if the Contracting Officer interrupts or delays contract operations for a period expected to last at least thirty 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 he plans to begin operations. He shall also notify the Authorized Officer in writing if he intends to cease operations for any period of ten or more days.

(3) In the Seasonal and Daily Timing Restriction Areas, as shown on Exhibit A, falling, bucking, yarding, and new road construction operations shall cease between April 1 and August 5 of the same calendar year, both days inclusive. Daily timing restrictions (work is limited to two hours after sunrise to two hours before sunset) will apply from August 6 through September 15 of the same calendar year, both days inclusive.

(4) Directional felling is required away from roads, property lines, posted boundaries, orange-painted reserve trees, no-harvest areas and snags.

(5) Cutting or yarding during high sap flow, March 31 through July 1, may be restricted by the Authorized Officer.

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

(7) All trees designated for cutting in the Partial Cut Area shall be felled, limbed, topped, and cut into log lengths not to exceed 41 feet before yarding.

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

(9) All trees eight (8) inches DBHOB and larger designated for cutting in the Group Select Area shall be felled and yarded concurrently with all other trees designated for cutting in the Group Select Area.

(10) All trees designated for cutting in the Group Select Area shall not be topped or limbed prior to reaching the landing. If the Authorized Officer determines that this stipulation is not being met, the purchaser will be required to gross yard any bucked tops and/or bucked limbs within the Group Select Area. The Group Select Area is shown on Exhibit A.

(11) Yarding shall be completed with cable-type equipment. A carriage capable of yarding in a fixed position 75 feet in either direction from the skyline corridor will be required.

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

(13) One-end suspension will be required for in-haul of logs during cable yarding operations. Lift trees and or intermediate supports may be required to obtain the required suspension.

(14) Cable yarding corridors will be 150 feet apart, as measured from the tail hold, or where the skyline reaches the far edge of the unit, perpendicular to the preceding corridor.

(15) Where yarding road locations allow, cable yarding will be done so that corridors are parallel rather than radiating from one central landing, and are placed to avoid a stream channel, shown on Exhibit A. Where yarding is to occur over a stream channel, the yarding roads will be kept as perpendicular to the stream channel as possible.

(16) A minimum 120 foot slope distance no-harvest zone shall be maintained on either side of intermittent stream channel and perennial stream channels. Corridor trees felled within the no-harvest zone will be felled toward the stream channel and left in place.

(17) Where cable yarding must occur over any stream channel with visible flow, logs will be fully suspended to protect stream banks. Where full suspension is not feasible, operations will occur only during the dry season, as designated by the Authorized Officer. Bare mineral soil within 50 feet of a stream channel, which has been exposed by yarding, shall be covered with slash to trap sediment and prevent erosion.

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(18) Harvest trees will be directionally felled away from any stream channels; however, trees that must be felled toward or parallel to the stream channel should be temporarily retained on site to provide bank armament if other trees need to be yarded across the channel.

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

(20) In the Ground-based Yarding Area, as shown on the Exhibit A:

(a) All Harvesting equipment must be approved in writing by the Authorized Officer prior to any operations.

(b) Ground-based operations shall be conducted when soil moisture content is below 25% plastic limit, 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 may be required to suspend ground-based operations during periods of rain, as directed by the Authorized Officer.

(c) Trees shall be felled manually or by a mechanized harvester utilizing a “cut-to-length” system capable of directionally felling, cutting to length, and depositing slash along the harvesting path. The yarding machine shall utilize slash on skid trails and continually place slash on trails so as to not expose bare mineral soil.

(d) The yarding machine must be approved by the Authorized Officer. It must be equipped with a grapple or an extendable and retractable arch and fairlead which is an integral part of the machine that is capable of lifting the leading end of the turn clear of the ground. All logs in the Ground-based Yarding 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 within the Ground-based Yarding Area.

(f) Primary skid trails shall use existing trails wherever possible, be spaced at least 100 feet apart, and be no wider than 12 feet as measured between reserve trees.

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

(h) All ground-based equipment shall be restricted to operating on slopes less than 35% and shall not operate within 120 feet of a stream channel.

(i) Upon completion of seasonal forwarding use, any skid trail 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<sup>th</sup> of the same calendar year.

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

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

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

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

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

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

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period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.

(f) The Government may reserve trees previously designated for cutting and removal by applying orange paint as replacements for additional trees cut and removed for skid roads and/or cable yarding road corridors when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescription. This may include the replacement of trees damaged by storm events, insects or disease. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price stated in Sec. 2 of this contract shall be reduced accordingly through a unilateral modification to the contract executed by the Authorized Officer.

(22) In accordance with the requirements of Sec. 8, it has been determined that it is in the best interest of the government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in the Contract Area that is: obstructing needed cable yarding corridors, hazardous to workers in accordance with applicable State safety laws, codes, or regulations and must be cut or removed so that the Purchaser can continue active falling or yarding operations; needed for guyline trees to meet all applicable State safety laws, codes or regulations and must be cut or removed so the Purchaser can continue active yarding operations; or are severely damaged from the normal conduct of felling or yarding operations. The Purchaser is therefore authorized to cut and remove such additional timber in accordance with the provisions of Sec. 8; provided, however, that:

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

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

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

(d) no timber may be cut or removed under the terms of this provision if all contract payments required by Sec. 3. (b) or 3.(d) have not been made; and,

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

(1) failed to properly mark any stump with the "X" mark.

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- (2) failed to properly mark any butt log with the "X" mark.
- (3) cut any tree that was reserved for tree improvement and/or wildlife habitat.
- (4) cut any tree in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
- (5) cut any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground-based yarding.
- (6) cut any reserve tree that was not severely (as defined during the pre-work conference and documented in the approved logging plan) damaged from felling and yarding operations.
- (7) cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
- (8) cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.
- (9) cut more than the minimum number of trees necessary to properly serve as tie-backs for topped tailhold trees.

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

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

(24) In the Partial Cut Area, significant damage to residual trees shall be kept to a minimum. Significant damage is defined as any tree having greater than twelve square inches of the bark removed from the circumference of the tree, any tree with top diameter broken at three inches in diameter or greater, or any tree being visually root-sprung. If the Authorized Officer determines that damage has become commonplace due to a lack of caution or operator negligence, a written warning of non-compliance will immediately be issued to the Purchaser. The Authorized Officer may suspend operations until safeguards are put in place to protect the reserve trees. If the damage continues, it will result in a violation of Sec. 13 of the contract, Timber Trespass, and the Purchaser will be held liable for damages. Any reserved trees significantly damaged or destroyed by the Purchaser shall be valued at current market value of the merchantable volume for purposes of determining damages.

(25) To control the spread of noxious weeds, the Purchaser shall conduct all operations involving the transportation and use of equipment and vehicles in strict accordance with the requirements shown on Exhibit F, which is attached hereto and made part hereof. All road building and logging equipment which will be used off of existing roads will be washed prior to moving into the Contract Area to minimize the spread of noxious weeds.

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

(27) To minimize the risk of attracting predators to activity areas, **all garbage** (especially food products) must be contained and removed daily from the Contract Area.

c. Road Construction

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

(2) Any required construction, improvement, or renovation of structures and roads shall occur during the dry season, June 1 through October 1, unless dry conditions exist that may extend those dates as approved by the authorized officer.

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

(4) 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 1 of each year. The Authorized Officer may set time limits for the beginning and completion of erosion control and soil stabilization measures and modify seasonal dates to conform to existing weather conditions and changes in the construction schedule. Such work shall be accomplished in accordance with Erosion Control and Soil Stabilization, 1700 and 1800 Series, contained in Exhibit C.

(5) The Purchaser shall, prior to construction of landings, 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.

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:

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- (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.

(2) 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, which is attached hereto and made a part hereof, resulting from wear or damage in accordance with the maintenance specifications as shown on Exhibit D

(3) The Purchaser is authorized to use the roads shown on Exhibit E, which is 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 a Maintenance Obligation to the Government totaling \$56,006.99, as shown on Exhibit E. Unless the total Maintenance Obligation due to the BLM is 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. Timber modification volume will be assessed at a rate of \$11.76/MBF for removal of timber over Government controlled roads.

(4) 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 Secs. 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.

USE IF OTHER THAN ROSEBURG RESOURCES CORPORATON, IS PURCHASER

(5) In the use of required ROSEBURG RESOURCES CORPORATON, shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement C-89, RWA E-142, between the United States and ROSEBURG RESOURCES CORPORATON, available for inspection at the Bureau of Land Management, North Bend, Oregon. Prior to commencement of operations, the Purchaser shall

enter into and furnish to the Authorized Officer a copy of the required executed License Agreement. The Purchaser shall pay Road Use Fees and Maintenance fees totaling \$3,319.77, to Roseburg Resources Corporation

Default by the Purchaser of said Right-of-Way and Road Use Agreement, of any License Agreement executed pursuant thereto shall be considered a violation of this contract.

#### USE ONLY IF ROSEBURG RESOURCES CORPORATON IS PURCHASER

(7) In accordance with 43 CFR 2812.6, 2(a)(5) the following allowances have been made for amortization of capital investment of the road covered by Road Agreement C-89, RWA E-142, with the Purchaser: Road Use Fees totaling \$1,410.00. It is understood that the Total Purchase Price stated in Sec. 2 of this contract is the net price and that no deduction will be made from the contract price because of such allowance.

e. Fire Prevention, Hazard Reduction and Logging Residue Reduction

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

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

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

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

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

(a) In addition to the requirements of Section 15 of this contract, the Purchaser shall be responsible for logging residue reduction at all landing sites in the sale area, within the Roadside Hazard Reduction Areas (RHRA) as shown on the Exhibit A.

#### Specifications for RHRA and Landing Piling

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(b) Within the RHRA's, the Purchaser shall remove logging residue for offsite utilization or pile on site for burning. Within the RHRA, all logging residue one-half inch to four inches (small end diameter) which is greater than two feet in length and is within twenty feet slope distance of the outside edge of the road shoulder shall be removed or piled. Logging residue includes slash from the harvest operations and related road construction, renovation or improvement. Removal/piling shall be accomplished by hand or with mechanized equipment capable of reaching the required twenty feet without leaving the road surface.

(c) At all landing sites within the sale area, the Purchaser shall either remove from the site for offsite utilization or pile for burning, all logging residue that is presently on and around the immediate vicinity of the landing site.

(d) Any logs or useable residue identified in the contract as reserved shall remain the property of the Government and may not be shipped for offsite utilization.

(e) Prior to commencement of logging residue removal, the Purchaser shall provide advanced notification to the Authorized Officer in order to arrange for on-site inspections of the removal operations. Upon completion of residue removal, the Purchaser shall notify the Authorized Officer to arrange for a final inspection of the RHRA's and landing sites.

(f) Unless approved in advance by the Authorized Officer, landing piling shall be completed at each yarding location (setting) at the conclusion of yarding operations at that setting while logging equipment is on site. Machine piling of the RHRA concurrently with logging operations is recommended but shall be completed at the conclusion of harvest operations.

(g) Unless directed or approved by the Authorized Officer, no landing or RHRA piles shall be constructed within twenty feet of any reserved green trees, snags, marked wildlife trees, corrugated plastic pipes (CPP's) or other constructed feature or improvement that could be damaged by fire.

(h) Logging residue within the immediate vicinity of the landing and any residue that overhangs the landing sites that can be reached with the logging equipment on site shall be pulled completely back up onto the landing surface and either piled for burning or segregated for other uses.

(i) Logging residue meeting the criteria set forth in [Sec. 42.b.\(23\)](#), shall not be piled for burning but shall be segregated into separate piles that are no closer than twenty feet from residue piles that will be burned.

(j) If during the course of pile construction or during a final acceptance inspection, the Authorized Officer determines that landing or RHRA piles contain excessive amounts of logging residue that meets the specifications as described in [Sec. 42.b.\(23\)](#), the purchaser may be required to remove the specified residue from the burn piles.

(k) Root wads from road and landing construction activities shall not be included in the landing or RHRA piles. Piling of slash on top of root wad piles is not permitted. Any root wad piles found by the

Authorized Officer to be capped by slash will require the removal and re-piling of the slash by the Purchaser.

(l) To promote efficient and complete burning, landing and RHRA piles shall be constructed as upright as possible and have a solid base to promote stability and prevent toppling. Construction of low-profile, flat topped piles is generally considered as unacceptable. The Purchaser is responsible for ensuring that properly shaped; contoured and stable landing piles are constructed.

(m) During or after pile construction, landing and RHRA piles shall be shaped and contoured in such a manner that will allow for polyethylene sheeting (PE) to lay in a smooth and uniform manner completely across the top and partially down the sides of the pile to promote shedding of water, prevent pooling of water and to reduce the possibility of PE being ripped or torn by underlying slash or from wind. Landing and RHRA piles found by the Authorized Officer not meeting this shaping requirement shall be reconstructed or reshaped by the Purchaser.

(n) The Purchaser shall request an inspection of landing and RHRA piles before equipment used in piling is moved off site. If piling equipment is moved off site before inspection and the piles are subsequently found to be noncompliant with the specifications and require a re-work, the Purchaser shall be responsible for costs associated with move-in of piling equipment to rework piles. Unless approved by the Authorized Officer, all requests for inspection of landing and RHRA piling shall be made in writing (email is acceptable) at least ten days in advance of planned equipment removal.

#### Specifications for RHRA and Landing Pile Covering

(o) Only landing and RHRA piles that have been inspected and approved by the Authorized Officer shall be covered. Pile covering shall be completed no later than September 15 of the current year at all RHRA segments and landing sites where yarding activities have been completed. This applies to each year that the timber sale is active.

(p) The Purchaser shall place polyethylene sheeting (PE), minimum four MIL thickness and black in color over the pile so as to provide an adequate level of protection from fall/winter rains. PE sheeting shall lie uniformly and as smoothly as possible across the top of the pile and shall extend partially down the sides. For small properly constructed piles with base dimensions of approximately 10 ft. x 10 ft. or less, the size of the PE sheeting should be a minimum of 100 square feet.

(q) To meet ignition and combustion needs, larger piles will require additional PE sheeting to adequately cover the pile and protect it from wetting fall/winter rains. The Purchaser shall contact the Authorized Officer before any pile covering begins to receive specific direction on which piles will require additional covering. At that time, the Authorized Officer will identify all piles that shall have additional PE covering. If piles are covered without the advice and consent of the Authorized Officer and are subsequently found to be inadequately covered, the Purchaser may be required to re-cover or add additional covering to the piles before acceptance is made.

(r) At landing sites with excessive logging residue that overhangs the landing which cannot be

reached and pulled back up onto the landing with equipment on site, the Purchaser shall place additional PE sheeting over the residue concentrations below the landings.

(s) On roads that have been closed and/or decommissioned, decks of Purchaser owned logs that were not shipped by the Purchaser shall be covered with PE for burning. The Authorized Officer may waive this requirement if future utilization is determined to be feasible. Decks of reserved logs belonging to the Government are exempt from this requirement.

(t) All PE sheeting shall be weighted down with slash or logging debris in order to prevent blowing off or sliding. An adequate amount of anchoring material should be placed on top of the pile but no more than 20 percent of the material to be piled may be placed on top of the PE.

(u) Piles of root wads generated from road and landing construction activities and piles of residue identified by the Authorized Officer for other uses shall not be covered with PE sheeting. If root wad piles are found to be covered the Authorized Officer may require the removal and disposal of PE sheeting.

Specifications Applicable to Landing and RHRA Pile Burning

(v) In accordance with verbal or written instructions to be issued by the Authorized Officer at least ten days in advance of the earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or his/her designated representative, assist in burning and fire control, at the Purchaser's expense, provide the services of personnel and equipment as follows:

1. The Purchaser shall begin pile burning within fourteen hours of notification by the Authorized Officer.
2. The Purchaser shall dispose of removed polyethylene sheeting in accordance with any applicable Federal, State, and municipal laws. Removed polyethylene sheeting shall not be disposed of in burn piles
3. All personnel directly involved in burning operations must have a current qualification card for FFT2 or higher. All qualifications are defined according to National Wildfire Coordinating Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1. Qualifications and equipment levels are the minimum and may exceed those stated above. All listed 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 minimum eight (8) inch uppers that provide ankle support; an approved hardhat; leather gloves; long pants and a long sleeve shirt made of approved aramid fabric (Nomex or equivalent); and an approved fire shelter.
4. For each entry, the Purchaser may provide more personnel, equipment and materials

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than indicated but no less than the minimum requirements below unless approved in advance by the Authorized Officer. Minimum personnel, equipment and materials requirements for burning landing and RHRA piles are:

- a. One English-speaking foreman for crew supervision.
  - b. Five people to assist the foreman in pile burning.
  - c. Six drip torches and sufficient mixed fuel to complete all pile burning.
5. A minimum of ninety percent consumption of each pile is required. Stoking of piled material around pile edges may be required to meet the 90% consumption requirement. Stoking can be accomplished by hand or the Purchaser will be allowed to use heavy equipment (if onsite) to facilitate stoking or re-piling of residue during pile burn operations. If used, the heavy equipment shall not be allowed to operate off of all-weather road surfaces.
  6. No mop-up is required of the Purchaser.
  7. Multiple entries over the life of the contract may be required to complete pile burning. Purchaser provided personnel; equipment and materials requirements will remain the same as No. 4 above for each entry. Any change in the requirements must be approved in advance by the Authorized Officer.

Specifications for Slashing, Lopping and Scattering (SLS) in the Group Select Areas (GSA)

(w) In accordance with oral, email or written instructions to be issued by the Authorized Officer at least ten days in advance of earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or their designated representative, assist in site preparation of the Group Select Areas (GSA). The Purchaser, at their own expense, shall provide the services of personnel and equipment as follows:

(x) The Purchaser shall perform logging residue reduction and site preparation work on approximately twenty eight (28) acres of GSA as directed by the Authorized Officer.

1. The required work shall consist of the treatment listed in the table below. The locations of Slash, Lop, and Scatter (SLS) treatments shall be determined by the Authorized Officer as harvest activity progresses. The final number of treatment acres shall be determined by the Authorized Officer and specified in writing by the Contracting Officer before contract termination. Final treatment acreage shall be determined using the same methods that were used for calculating the sale unit acreage. The following treatment and estimated treatment acres was assumed for appraisal purposes on this contract:

Treatment Type	GSA Treatment Acres (estimated)	Cost per Acre	Total Cost
Slash, Lop and Scatter (SLS)	28	\$283.70	\$7,943.60
Total Appraised Cost			\$7,943.60

2. The total Purchase Price set forth in Section 2 shall be adjusted by the amount that the total cost of the site preparation treatments designated pursuant to Section 42(e.) (3)(x)1. differs from: seven thousand nine hundred forty three dollars and sixty cents (\$7,943.60) as calculated by using the final acreage as determined by the Authorized Officer and the per acre cost listed in Section 42(e.) (3)(x)1. An increase of treatment acres would result in a purchase price reduction whereas a decrease of treatment acres would result in a purchase price increase.

(y) The required work shall consist of post-harvest slashing, lopping and scattering (SLS) of residual vegetation (brush and damaged trees) and logging residue. Coordination with Authorized Officer will be required for treatment timing in order to meet critical silvicultural objectives. SLS work shall comply with the following:

1. All brush species one foot or greater in height, damaged conifer reproduction and hardwoods, and hardwoods not marked or otherwise identified for retention, shall be completely severed from the stumps. Brush species consist of shrubs with single or multiple stems originating at or near ground level and not normally reaching twenty feet in height. Examples include (but are not limited to) vine maple, salmonberry, hazel, huckleberry, thimbleberry, manzanita, ocean spray, ceanothus species, broom species, blackberry species and rhododendron.
2. Stump heights shall not exceed four inches measured on the uphill side.
3. No live limbs will be left on stumps.
4. Slashed hardwoods shall be bucked every four feet and the limbs will be completely severed from the bole of the cut hardwood.
5. Except for felled or existing down trees identified by the Authorized Officer as coarse wood, conifers (including blowdown) and hardwoods felled but not yarded during harvest operations shall be bucked sufficiently to bring the bole down to the ground. All limbs will be severed from the bole of the trees.
6. All slashed vegetation and logging debris (brush, limbs and boles) shall be sufficiently cut and/or scattered in such a manner that will reduce the average slash depth in any given location to no more than twelve inches (1 foot).

(z) Time is of the essence in complying with these provisions. In the event the Purchaser fails to

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provide the personnel, equipment and materials required herein, the Purchaser shall be responsible for all additional costs incurred by the Government in disposing of slash including but not limited to the wages and other costs of providing federal employees and others as substitute labor force, the cost of providing substitute equipment, materials and appropriate additional overhead expenses. If the Purchaser's failure results in deferral of treatments and conditions necessitate additional site preparation work and/or the use of additional personnel and equipment to accomplish the planned treatments, the Purchaser also shall be responsible for such additional costs.

f. Snag Creation

(1) The Purchaser shall, within 1 year following the completion of yarding operations, create 943 snags, as directed by the Authorized Officer and in accordance with the following stipulations:

- (a) The Purchaser shall create 796 snags in the locations and numbers as shown on the Exhibit I, and as directed by the Authorized Officer. If trees are not available in the size class specified, use trees from the largest size class available.
- (b) The Purchaser shall create 147 snags dispersed in the Riparian Reserve Snag Creation Area as shown on the Exhibit I. The Riparian Reserve Snag Creation area is defined by a distance equivalent to approximately two hundred (200) feet slope distance from the stream. Snags created shall be no closer than 2 live green trees apart.
- (c) The Purchaser may meet snag creation requirements with trees of any species, except western redcedar (*Thùja plicàta*).
- (d) Snags shall generally be created by girdling live, green trees at three and one-half (3½) feet above the root collar; girdling will consist of completely severing the cambial tissue around the bole of the tree, without cutting into the sapwood more than one and one-half (1½) inches, and removing a four (4) inch band of bark. Alternatively, girdling may be achieved through use of three (3) parallel-unbroken cuts into the cambial tissue around the tree as specified within Exhibit I.
- (e) The Purchaser shall number each snag created; the number shall be painted on the bole of the snag using high visibility paint such that the number is visible

(2) The Purchaser mechanically sever one hundred ninety nine 199 orange marked leave trees greater than 10 inches DBH at the maximum height safely possible within reach (generally 7-35 feet) of approximately 2.11 miles of road segments identified on the Exhibit I, or as directed by the Authorized Officer. Where mechanized equipment cannot reach, trees shall be topped at a height of 15' or greater. Trees severed less than 7' from the ground shall not count towards the total.

- (a) The Purchaser shall number each snag created; the number shall be painted on the bole of the snag using high visibility paint such that the number is visible.

g. Optional Scale Check of Lump Sum Sales

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

(2) In the event that BLM elects to administratively check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows. If the entire sale is check scaled by yard scale, the purchase price of this contract shall be reduced by \$3,573.00. In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of \$3,573.00 which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to 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. 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.

(1) All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export under 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 saw logs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters 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 redcedar 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 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;

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- (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.

(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 twelve months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in a form specified by the Authorized Officer and furnish the information to the Authorized Officer.

(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 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.

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 reinitiating of consultation is required concerning the species prior to continuing operation, or;
- (b) when, in order to comply with the Endangered Species Act or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Coos Bay District Record of Decision (ROD) and Resource Management Plan (RMP), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (c) federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;
- (d) other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;
- (e) when, in order to comply with a court order which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
- (f) when, in order to comply with an IBLA or court order, the Contracting Officer determines it may be necessary to modify or terminate the contract or;
- (g) when, in order to comply with a stay or other remedy issued by the Interior Board of Land Appeals (IBLA), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (h) when species 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, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
- (i) when, in order to protect species, which were identified for protection through survey and manage and/or protection buffer standards and guidelines established, or management direction 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

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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 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 fifteen 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 thirty 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 in accordance with the ROD and RMP, 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 to comply with a court order or an IBLA issued stay or remedy. 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 in accordance with the ROD and RMP, if consistent with marbled murrelet occupied site protection in accordance with ROD and RMP, if consistent with survey and manage and/or protection buffer standards

and guidelines or management direction established in the ROD and RMP, or if consistent with a court order or an IBLA issued stay or remedy.

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

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.

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.

## SPECIAL PROVISIONS TO CONTROL THE SPREAD OF NOXIOUS WEEDS

### Vehicle and Equipment Cleaning

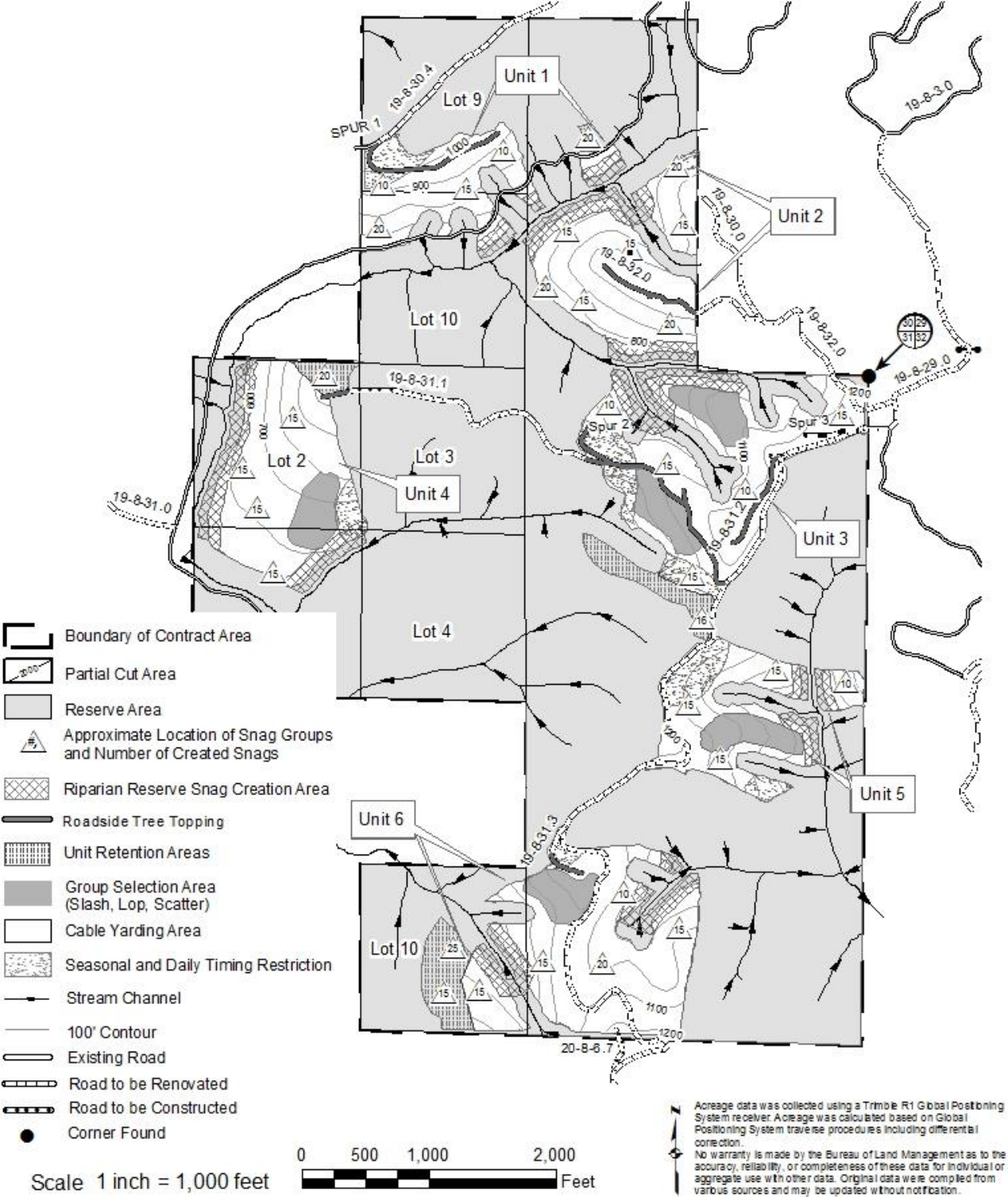
1. Cleaning shall consist of the removal of soil and debris by washing with a high pressure hose or steam cleaning. Cleaning and inspection sites will be agreed to by Purchaser and BLM. All petroleum product residues shall be contained at wash sites and dealt with in accordance to DEQ standards. Contractor 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.

TIMBER SALE CONTRACT MAP  
USDI-BLM COOS BAY DISTRICT  
T. 19 S., R. 08 W., Secs. 30 & 31  
T. 19 S., R. 09 W., Sec. 25 Will. Mer.

SALE NO. ORC03-TS-2019.0002  
EXHIBIT I  
Page 1 of 3  
EARLY FORK CT



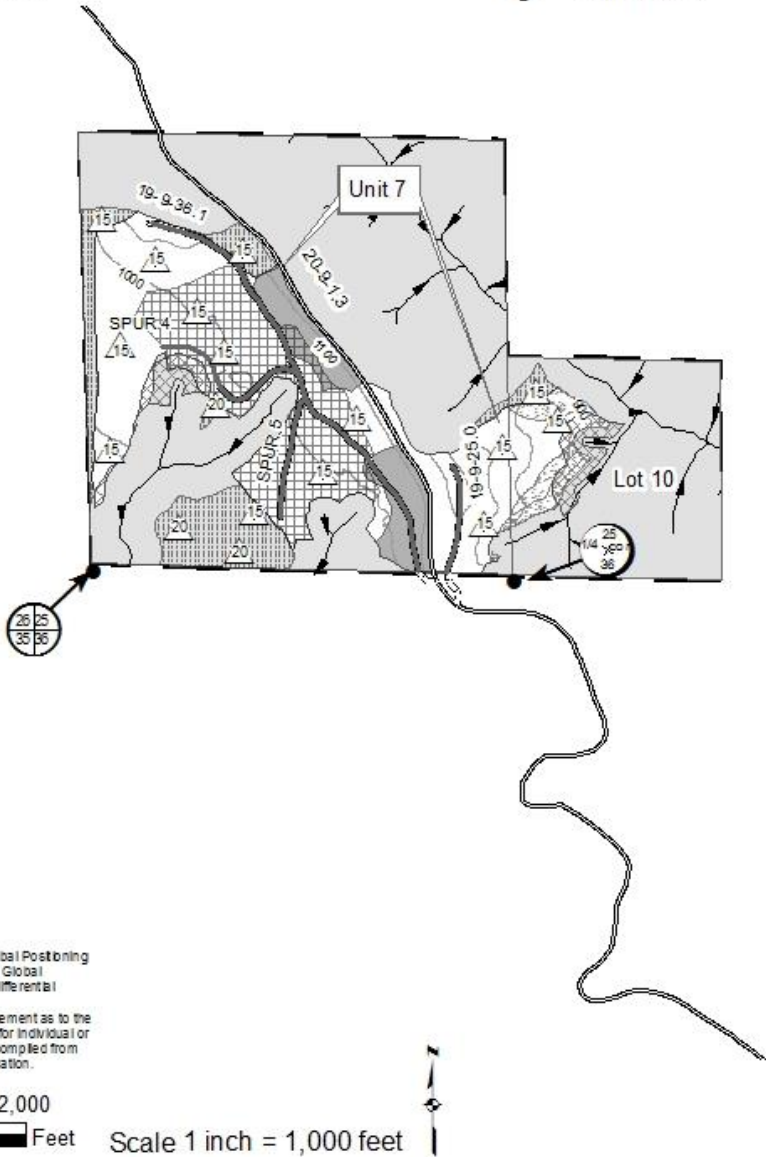
TIMBER SALE CONTRACT MAP  
USDI-BLM COOS BAY DISTRICT  
T. 19 S., R. 08 W., Secs. 30 & 31  
T. 19 S., R. 09 W., Sec. 25 Will. Mer.

SALE NO. ORC03-TS-2019.0002  
EXHIBIT I  
Page 2 of 3  
EARLY FORK CT

UNIT 1	19 ACRES
UNIT 2	29 ACRES
UNIT 3	40 ACRES
UNIT 4	33 ACRES
UNIT 5	23 ACRES
UNIT 6	41 ACRES
UNIT 7	63 ACRES
RW	02 ACRES

Total \_\_\_\_\_ 250 ACRES  
Total Reserve Area \_\_\_\_\_ 627 ACRES  
Total Contract Area \_\_\_\_\_ 877 ACRES

- |  |   |  |  |
|--|---|--|--|
|  | Boundary of Contract Area                                       |  | Group Selection Area (Slash, Lop, Scatter) |
|  | Partial Cut Area  |  | Cable Yarding Area                         |
|  | Reserve Area  |  | Ground Based Yarding Area                  |
|  | Approximate Location of Snag Groups and Number of Created Snags |  | Seasonal and Daily Timing Restriction      |
|  | Riparian Reserve Snag Creation Area                             |  | Existing Road                              |
|  | Roadside Tree Topping   |  | Stream Channel                             |
|  | Unit Retention Areas  |  | 100' Contour                               |
|  |   |  | Corner Found                               |



Acreage data was collected using a Trimble R1 Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction. No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources and may be updated without notification.

0 500 1,000 2,000 Feet  
Scale 1 inch = 1,000 feet

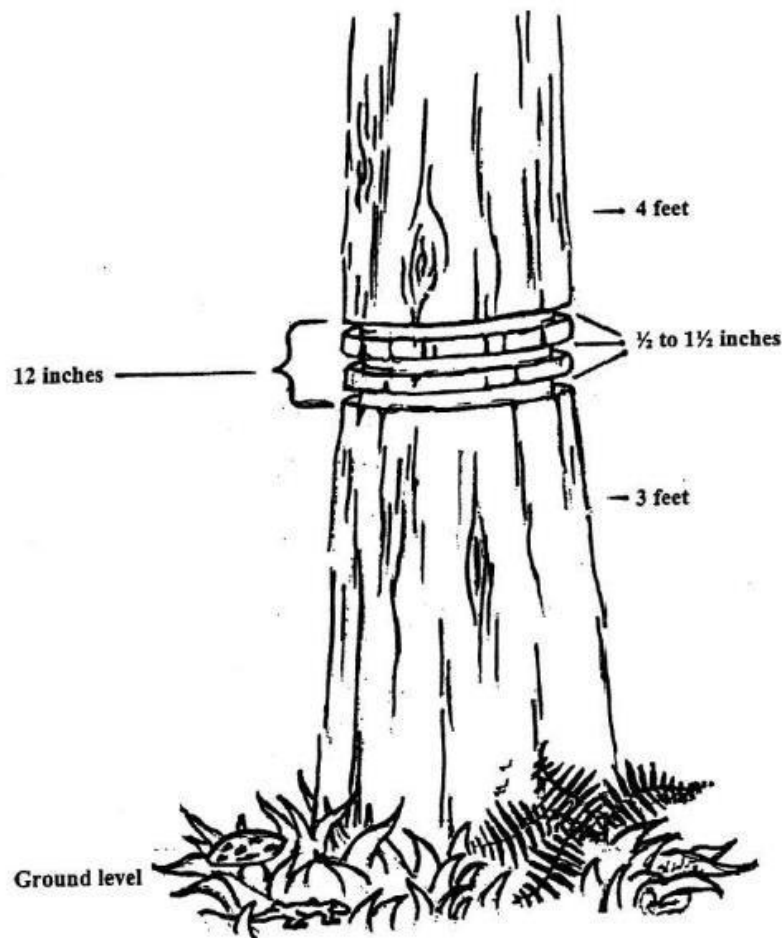
### SPECIFICATIONS FOR BASAL GIRDLING

#### **GENERAL:**

- (1) Cut around the tree. Each cut must connect with itself completely around the tree and penetrate through the cambium layer into the wood at least  $\frac{1}{2}$  inch, but not more than  $1\frac{1}{2}$  inch. The distance between the top cut and the bottom cut shall not exceed twelve (12) inches. Trees shall be girdled between three (3) and four (4) feet above ground level measured from the uphill side of the tree.

Illustration 1- Basal girdling

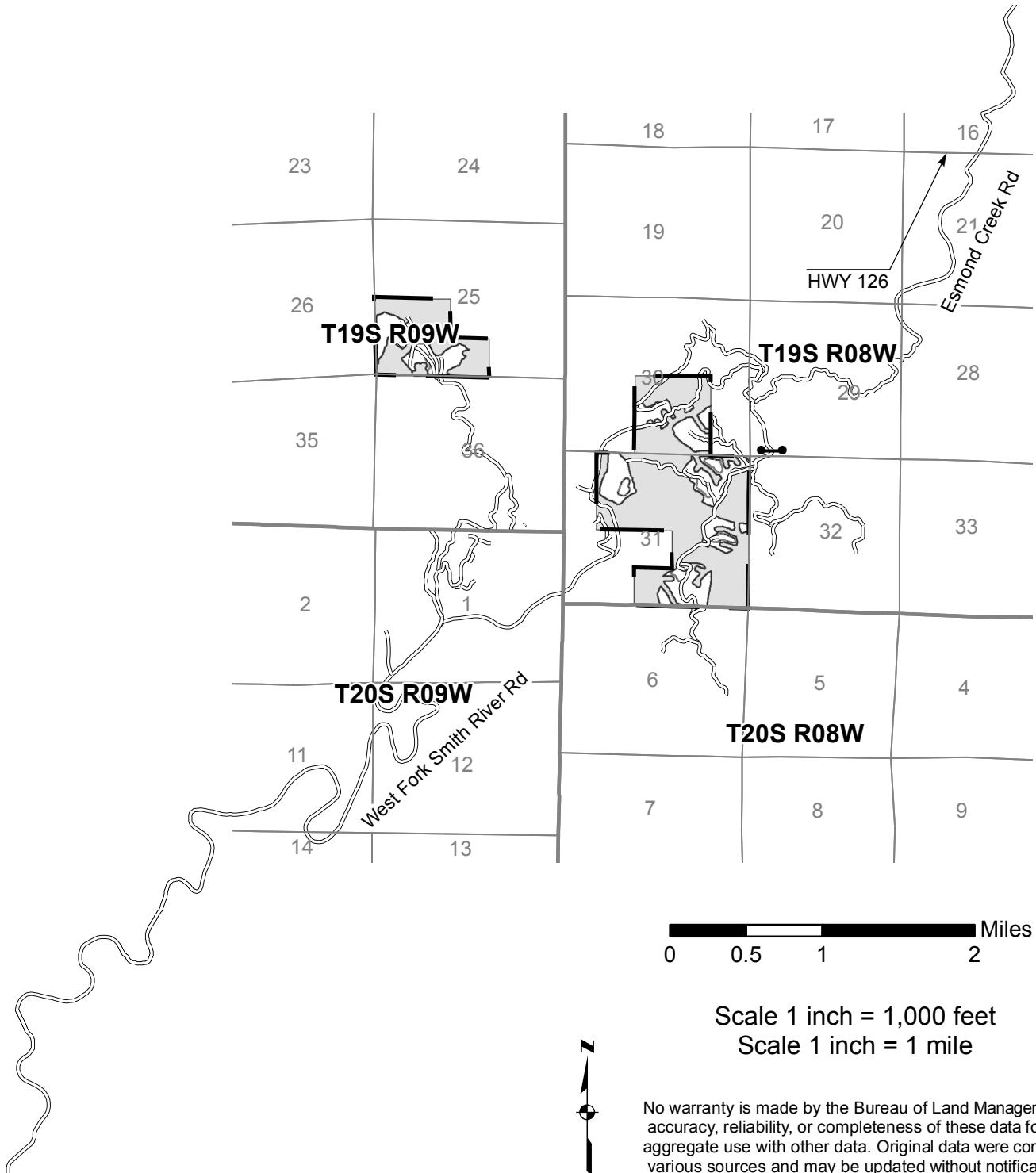
Basal-Girdling example: make three (3) parallel unbroken cuts around the tree. The distance between the top and bottom of the cut shall not exceed twelve inches. Cuts must penetrate at least  $\frac{1}{2}$  inch, but not more than  $1\frac{1}{2}$  inches into the wood of the tree. Trees shall be girdled between 3 and 4 feet from the ground.



TIMBER SALE CONTRACT MAP  
USDI-BLM COOS BAY DISTRICT  
T. 19 S., R. 08 W., Secs. 30 & 31  
T. 19 S., R. 09 W., Sec. 25 Will. Mer.

SALE NO. ORC03-TS-2019.0002  
EXHIBIT A-1  
Page 1 of 1  
EARLY FORK CT

- == Roads
- Partial Cut Area
- Reserve Area
- Boundary of Contract Area
- Gate



**TIMBER SALE CONTRACT MAP**  
**USDI-BLM COOS BAY DISTRICT**  
**T. 19 S., R. 08 W., Secs. 30 & 31**  
**T. 19 S., R. 09 W., Sec. 25 Will. Mer.**

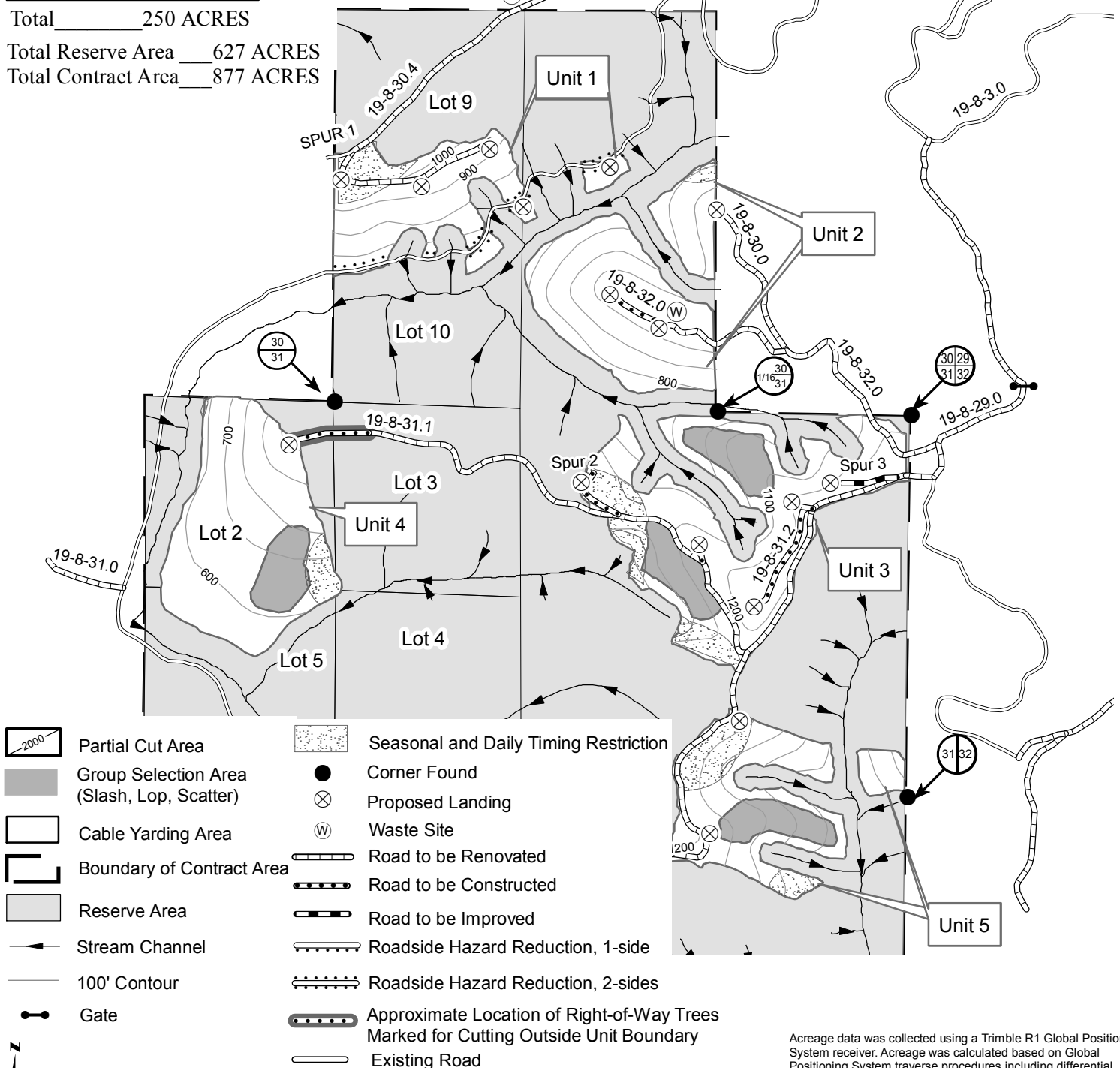
**SALE NO. ORC03-TS-2019.0002**  
**EXHIBIT A**  
**Page 1 of 3**  
**EARLY FORK CT**

UNIT 1	19 ACRES
UNIT 2	29 ACRES
UNIT 3	40 ACRES
UNIT 4	33 ACRES
UNIT 5	23 ACRES
UNIT 6	41 ACRES
UNIT 7	63 ACRES
RW	02 ACRES

Total 250 ACRES

Total Reserve Area 627 ACRES

Total Contract Area 877 ACRES







Acreage data was collected using a Trimble R1 Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction. No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources and may be updated without notification.

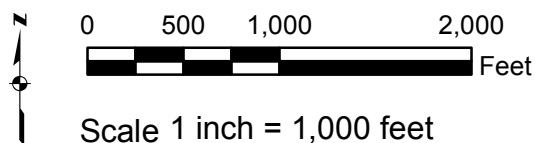
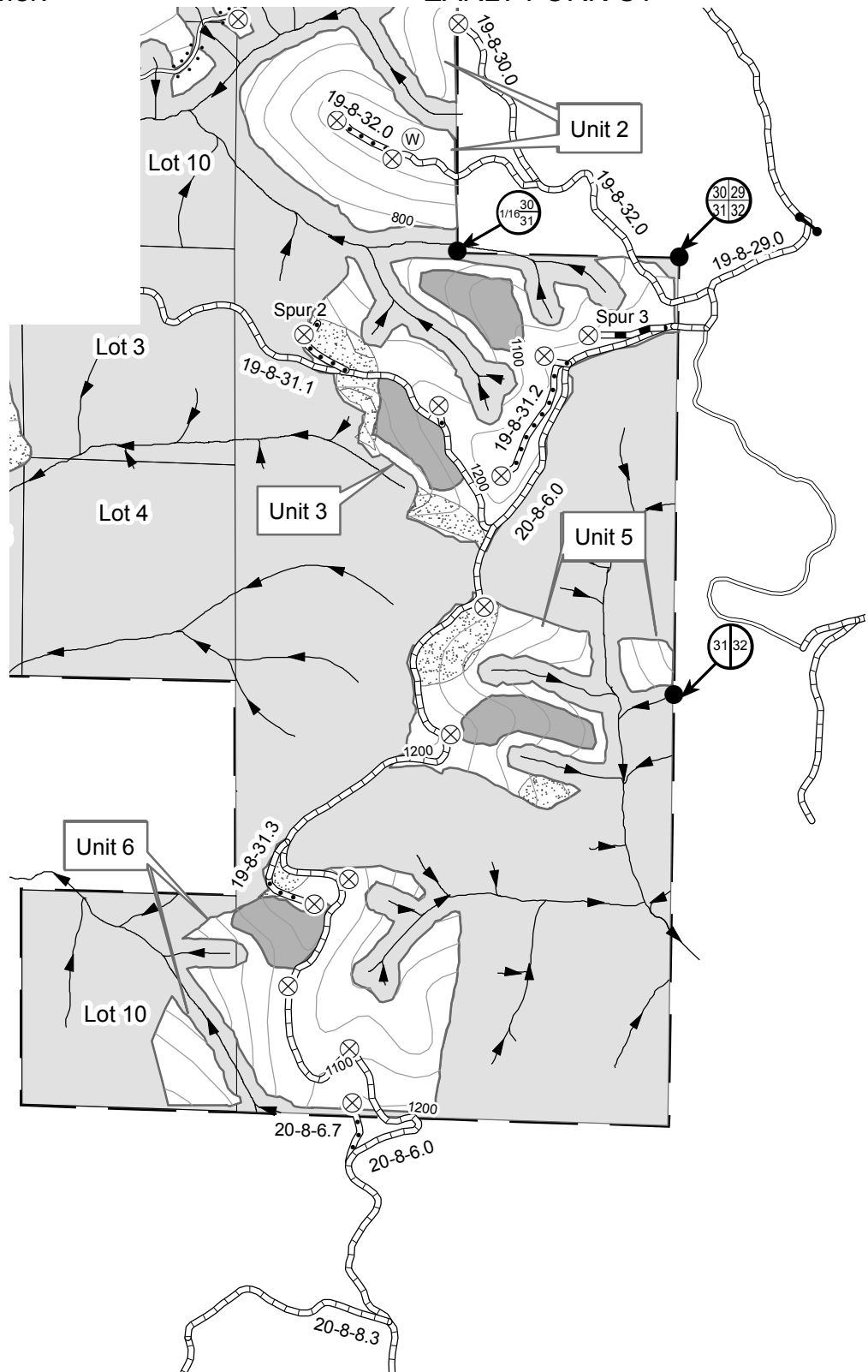
TIMBER SALE CONTRACT MAP  
 USDI-BLM COOS BAY DISTRICT  
 T. 19 S., R. 08 W., Secs. 30 & 31  
 T. 19 S., R. 09 W., Sec. 25 Will. Mer.

SALE NO. ORC03-TS-2019.0002  
 EXHIBIT A  
 Page 2 of 3  
 EARLY FORK CT

UNIT 1	19 ACRES
UNIT 2	29 ACRES
UNIT 3	40 ACRES
UNIT 4	33 ACRES
UNIT 5	23 ACRES
UNIT 6	41 ACRES
UNIT 7	63 ACRES
RW	02 ACRES
<b>Total</b>	<b>250 ACRES</b>

Total Reserve Area 627 ACRES  
 Total Contract Area 877 ACRES

-  Partial Cut Area
-  Group Selection Area (Slash, Lop, Scatter)
-  Cable Yarding Area
-  Boundary of Contract Area
-  Reserve Area
-  Stream Channel
-  100' Contour
-  Gate
-  Seasonal and Daily Timing Restriction
-  Corner Found
-  Proposed Landing
-  Waste Site
-  Road to be Renovated
-  Road to be Constructed
-  Road to be Improved
-  Roadside Hazard Reduction, 2-sides
-  Existing Road



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TIMBER SALE CONTRACT MAP  
 USDI-BLM COOS BAY DISTRICT  
 T. 19 S., R. 08 W., Secs. 30 & 31  
 T. 19 S., R. 09 W., Sec. 25 Will. Mer.

















SALE NO. ORC03-TS-2019.0002  
 EXHIBIT A  
 Page 3 of 3  
 EARLY FORK CT

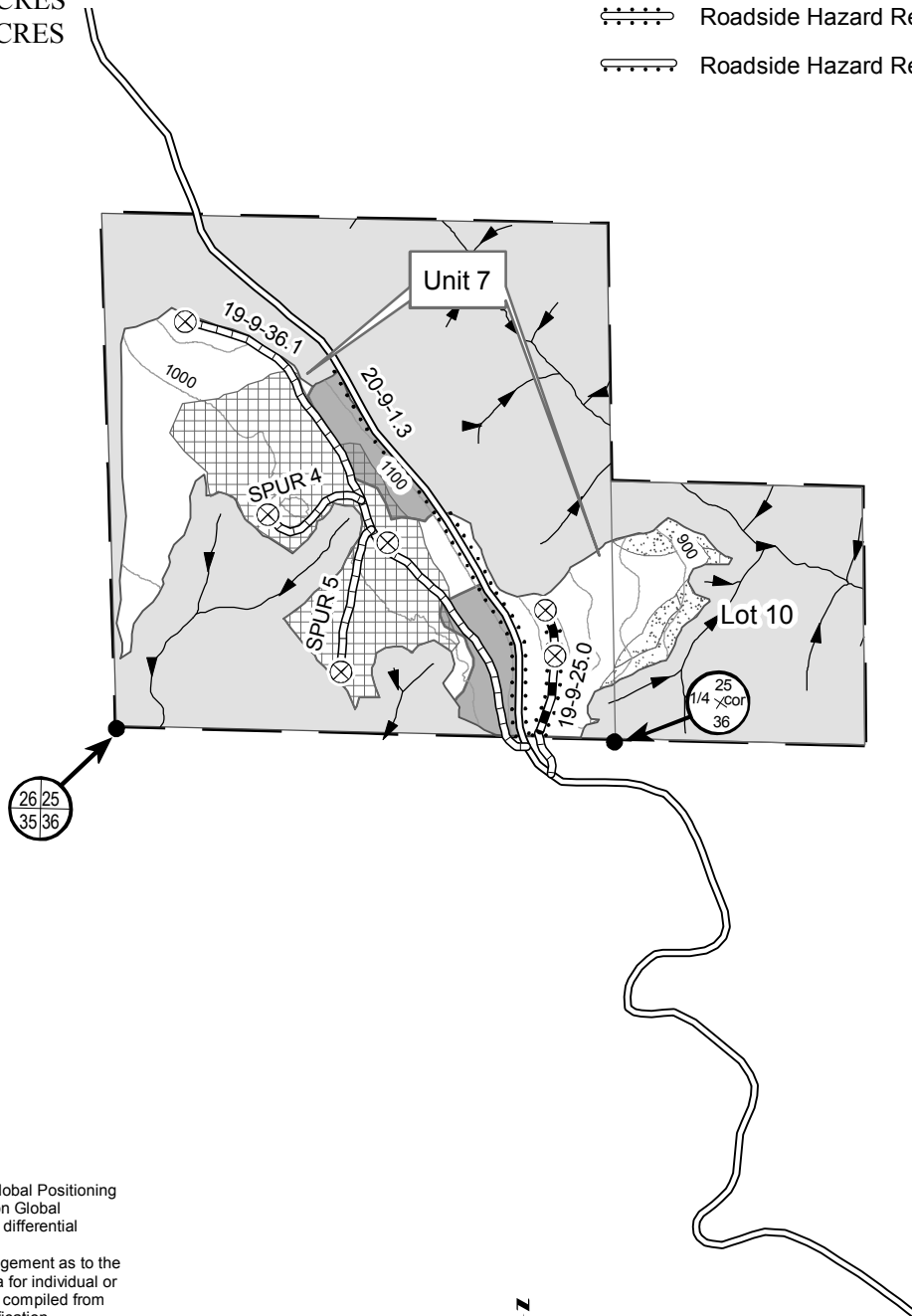
UNIT 1	19 ACRES
UNIT 2	29 ACRES
UNIT 3	40 ACRES
UNIT 4	33 ACRES
UNIT 5	23 ACRES
UNIT 6	41 ACRES
UNIT 7	63 ACRES
RW	02 ACRES

Total 250 ACRES

Total Reserve Area 627 ACRES

Total Contract Area 877 ACRES

- |   |                           |   |  |
|---|---------------------------|---|--|
|  | Partial Cut Area          |  | Group Selection Area (Slash, Lop, Scatter) |
|  | Cable Yarding Area        |  | Seasonal and Daily Timing Restriction      |
|  | Boundary of Contract Area |  | Proposed Landing                           |
|  | Reserve Area              |  | Ground-based Yarding Area                  |
|  | Stream Channel            |  | Existing Road                              |
|  | 100' Contour              |  | Road to be Improved                        |
|  | Corner Found              |  | Road to be Renovated                       |
|   |                           |  | Roadside Hazard Reduction, 2-sides         |
|   |                           |  | Roadside Hazard Reduction, 1-side          |



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0 500 1,000 2,000 Feet Scale 1 inch = 1,000 feet

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT**

**EXHIBIT B  
LUMP SUM SALE**

page 1

Contract No: ORC03-TS-2019.0002

SALE NAME Early Fork CT

The following estimates and calculations of value of timber sold are made solely as an administrative aid for determining: (1) adjustments made or credits given in accordance with Secs. 6, 9, or 11, (2) when payments are due; and (3) value of timber subject to any special bonding provisions. Except as provided in Sec. 2, Purchaser shall be liable for total purchase price even though quantity of timber actually cut or removed or designated for taking is less than the estimated volume or quantity shown. Cutting areas are shown on Exhibit A.

SPECIES	ESTIMATED VOLUME in MBF	PRICE PER UNIT	AMOUNT OF ESTIMATED VOLUME OR QUANTITY x UNIT PRICE
Douglas-fir	4072 MBF	\$79.30	\$322,909.60
grand fir	0 MBF	\$0.00	\$0.00
western hemlock	212 MBF	\$38.50	\$8,162.00
Port-Orford-cedar	0 MBF	\$0.00	\$0.00
incense cedar	0 MBF	\$0.00	\$0.00
western redcedar	8 MBF	\$160.90	\$1,287.20
red alder	350 MBF	\$38.50	\$13,475.00
bigleaf maple	122 MBF	\$23.10	\$2,818.20
Oregon myrtle	0 MBF	\$0.00	\$0.00
tanoak	0 MBF	\$0.00	\$0.00
Totals	4764 MBF		\$348,652.00

The apportionment of the total purchase price is as follows:

Approx. No. of Trees	UNIT NO. 1	EST. NET MBF VOL.		
1453	Douglas-fir	243	\$79.30	\$19,269.90
0	grand fir	0	\$0.00	\$0.00
35	western hemlock	8	\$38.50	\$308.00
0	Port-Orford-cedar	0	\$0.00	\$0.00
0	incense cedar	0	\$0.00	\$0.00
0	western redcedar	0	\$160.90	\$0.00
143	red alder	18	\$38.50	\$693.00
219	bigleaf maple	10	\$23.10	\$231.00
0	Oregon myrtle	0	\$0.00	\$0.00
0	tanoak	0	\$0.00	\$0.00
1850	TOTALS	279		
			19 Acres =	\$1,079.05 /Ac.
			Unit Total	\$20,501.90

Approx. No. of Trees	UNIT NO. 2	EST. NET MBF VOL.		
2218	Douglas-fir	371	\$79.30	\$29,420.30
0	grand fir	0	\$0.00	\$0.00
53	western hemlock	13	\$38.50	\$500.50
0	Port-Orford-cedar	0	\$0.00	\$0.00
0	incense cedar	0	\$0.00	\$0.00
0	western redcedar	0	\$160.90	\$0.00
218	red alder	27	\$38.50	\$1,039.50
334	bigleaf maple	15	\$23.10	\$346.50
0	Oregon myrtle	0	\$0.00	\$0.00
0	tanoak	0	\$0.00	\$0.00
2823	TOTALS	426		
			29 Acres =	\$1,079.54 /Ac.
			Unit Total	\$31,306.80

Approx. No. of Trees	UNIT NO. 3	EST. NET MBF VOL.		
3060	Douglas-fir	512	\$79.30	\$40,601.60
0	grand fir	0	\$0.00	\$0.00
73	western hemlock	17	\$38.50	\$654.50
0	Port-Orford-cedar	0	\$0.00	\$0.00
0	incense cedar	0	\$0.00	\$0.00
0	western redcedar	0	\$160.90	\$0.00
301	red alder	37	\$38.50	\$1,424.50
461	bigleaf maple	21	\$23.10	\$485.10
0	Oregon myrtle	0	\$0.00	\$0.00
0	tanoak	0	\$0.00	\$0.00
3895	TOTALS	587		
			40 Acres =	$\frac{\$1,079.14}{\text{Unit Total}}$ /Ac. \$43,165.70

Approx. No. of Trees	UNIT NO. 4	EST. NET MBF VOL.		
2524	Douglas-fir	422	\$79.30	\$33,464.60
0	grand fir	0	\$0.00	\$0.00
60	western hemlock	14	\$38.50	\$539.00
0	Port-Orford-cedar	0	\$0.00	\$0.00
0	incense cedar	0	\$0.00	\$0.00
0	western redcedar	0	\$160.90	\$0.00
248	red alder	30	\$38.50	\$1,155.00
380	bigleaf maple	17	\$23.10	\$392.70
0	Oregon myrtle	0	\$0.00	\$0.00
0	tanoak	0	\$0.00	\$0.00
3212	TOTALS	483		
			33 Acres =	$\frac{\$1,077.31}{\text{Unit Total}}$ /Ac. \$35,551.30

Approx. No. of Trees	UNIT NO. 5	EST. NET MBF VOL.		
1759	Douglas-fir	294	\$79.30	\$23,314.20
0	grand fir	0	\$0.00	\$0.00
42	western hemlock	10	\$38.50	\$385.00
0	Port-Orford-cedar	0	\$0.00	\$0.00
0	incense cedar	0	\$0.00	\$0.00
0	western redcedar	0	\$160.90	\$0.00
173	red alder	21	\$38.50	\$808.50
265	bigleaf maple	12	\$23.10	\$277.20
0	Oregon myrtle	0	\$0.00	\$0.00
0	tanoak	0	\$0.00	\$0.00
2239	TOTALS	337		
			23 Acres =	$\frac{\$1,077.60}{\text{Unit Total}}$ /Ac. \$24,784.90

Approx. No. of Trees	UNIT NO. 6	EST. NET MBF VOL.		
3136	Douglas-fir	526	\$79.30	\$41,711.80
0	grand fir	0	\$0.00	\$0.00
75	western hemlock	18	\$38.50	\$693.00
0	Port-Orford-cedar	0	\$0.00	\$0.00
0	incense cedar	0	\$0.00	\$0.00
137	western redcedar	4	\$160.90	\$643.60
307	red alder	39	\$38.50	\$1,501.50
476	bigleaf maple	25	\$23.10	\$577.50
0	Oregon myrtle	0	\$0.00	\$0.00
0	tanoak	0	\$0.00	\$0.00
4131	TOTALS	612		
			41 Acres =	$\frac{\$1,100.67}{\text{Unit Total}}$ /Ac. \$45,127.40

Approx. No. of Trees	UNIT NO. 7	EST. NET MBF VOL.		
4543	Douglas-fir	1476	\$79.30	\$117,046.80
0	grand fir	0	\$0.00	\$0.00
141	western hemlock	130	\$38.50	\$5,005.00
0	Port-Orford-cedar	0	\$0.00	\$0.00
0	incense cedar	0	\$0.00	\$0.00
78	western redcedar	4	\$160.90	\$643.60
1021	red alder	119	\$38.50	\$4,581.50
368	bigleaf maple	22	\$23.10	\$508.20
0	Oregon myrtle	0	\$0.00	\$0.00
0	tanoak	0	\$0.00	\$0.00
6151	TOTALS	1751		
			63 Acres =	$\frac{\$2,028.33}{\text{Unit Total}}$ /Ac. \$127,785.10

Approx. No. of Trees	UNIT ROW	EST. NET MBF VOL.		
854	Douglas-fir	228	\$79.30	\$18,080.40
0	grand fir	0	\$0.00	\$0.00
11	western hemlock	2	\$38.50	\$77.00
0	Port-Orford-cedar	0	\$0.00	\$0.00
0	incense cedar	0	\$0.00	\$0.00
0	western redcedar	0	\$160.90	\$0.00
607	red alder	59	\$38.50	\$2,271.50
0	bigleaf maple	0	\$23.10	\$0.00
0	Oregon myrtle	0	\$0.00	\$0.00
0	tanoak	0	\$0.00	\$0.00
1472	TOTALS	289		
			2 Acres =	$\frac{\$10,214.45}{\text{Unit Total}}$ /Ac. \$20,428.90

SALE NAME Early Fork Ct  
NET MBF 4764

EXHIBIT E  
ORC03-TS-2019.0002

A. ROAD USE FEES - Payable to Private Company:

COMPANY NAME:	AGREEMENT NUMBER:	ROAD NUMBER	NET MBF	USE FEE per MBF	TOTAL FEES:
Roseburg		19-9-36.8	528	\$0.00	\$0.00
Roseburg		19-8-30	132	\$0.00	\$0.00
Roseburg		19-8-29 segB	2734	\$0.00	\$0.00
Roseburg		19-8-30.4	235	\$6.00	\$ 1,410.00
TOTAL USE FEE:					\$1,410.00

B. MAINTENANCE FEES:

1. Maintenance and Rockwear Fees Payable to the U.S. (BLM Maintained Roads):

a. Timber Haul:

Surface Type	ROAD NUMBER:	NET MBF	ROAD MILES:	SURFACE REPLACEMENT /MBF/Mile	REGULAR MAINTENANCE		Subtotal	TOTAL FEE:
					Subtotal	/MBF/Mile		
Pavement	20-9-1.3	1223	0.1		\$0.00	\$0.92	\$112.52	\$112.52
Pavement	20-9-1.3	1751	2.4		\$0.00	\$0.92	\$3,866.21	\$3,866.21
Pavement	20-9-27.1	1751	1.75		\$0.00	\$0.92	\$2,819.11	\$2,819.11
Pavement	20-9-27.1	1766	0.06		\$0.00	\$0.92	\$97.48	\$97.48
Pavement	20-9-27.1	1795	1.17		\$0.00	\$0.92	\$1,932.14	\$1,932.14
Pavement	19-8-3.0	1795	0.16		\$0.00	\$0.92	\$264.22	\$264.22
NOD Pavement	19-8-29.1	235	0.7		\$0.00	\$0.92	\$151.34	\$151.34
Pavement	19-8-3.0	2030	0.23		\$0.00	\$0.92	\$429.55	\$429.55
Pavement	19-8-3.0	4764	6.2		\$0.00	\$0.92	\$27,173.86	\$27,173.86
Pavement	19-8-34.0	4764	4		\$0.00	\$0.92	\$17,531.52	\$17,531.52
16.8					\$0.00		\$54,377.95	\$54,377.95

SALE NAME Early Fork  
NET MBF 4764

EXHIBIT E  
ORC03-TS-2019.0002

2. ROCKWEAR Fees Payable to the U.S. (OPERATOR Maintained Roads):

a. Timber Haul:		SURFACE			ROCKWEAR
Surface Type	ROAD NUMBER:	NET MBF	ROAD MILES:	REPLACEMENT /MBF/Mile	
Gravel	19-9-36.1	361	0.22	\$0.60	\$47.65
Dirt	Spur 4	278	0.08	\$0.00	\$0.00
Gravel	19-9-36.1	639	0.01	\$0.60	\$3.83
Dirt	Spur 5	250	0.12	\$0.00	\$0.00
Gravel	19-9-36.1	1056	0.17	\$0.60	\$107.71
Gravel	19-9-36.1	1223	0.11	\$0.60	\$80.72
Gravel	19-9-25.0	306	0.01	\$0.60	\$1.84
Gravel	19-9-25.0	528	0.01	\$0.60	\$3.17
Gravel	20-8-6	119	0.22	\$0.60	\$15.71
Gravel	20-8-6	238	0.17	\$0.60	\$24.28
Gravel	20-8-6	532	0.11	\$0.60	\$35.11
Gravel	19-8-31.3	134	0.10	\$0.60	\$8.04
Gravel	20-8-6	622	0.12	\$0.60	\$44.78
Gravel	20-8-6	756	0.23	\$0.60	\$104.33
Gravel	20-8-6	990	0.22	\$0.60	\$130.68
Gravel	20-8-6	1093	0.08	\$0.60	\$52.46
Gravel	19-8-31.1	483	0.50	\$0.60	\$144.90
Gravel	Spur 2	233	0.09	\$0.60	\$12.58
Gravel	19-8-31.1	716	0.13	\$0.60	\$55.85
Gravel	19-8-31.1	848	0.15	\$0.60	\$76.32
Gravel	20-8-6	1941	0.25	\$0.60	\$291.15
Gravel	19-8-31.2	103	0.15	\$0.60	\$9.27
Gravel	19-8-31.2	176	0.02	\$0.60	\$2.11
Gravel	20-8-6	2117	0.02	\$0.60	\$25.40
Gravel	spur 3	191	0.06	\$0.60	\$6.88
Gravel	20-8-6	2308	0.03	\$0.60	\$41.54
Gravel	19-8-32	147	0.02	\$0.60	\$1.76
Gravel	19-8-32	294	0.26	\$0.60	\$45.86
Gravel	19-8-32	426	0.30	\$0.60	\$76.68
Dirt	Spur 1	59	0.06	\$0.00	\$0.00
Dirt	Spur 1	132	0.07	\$0.00	\$0.00
Dirt	Spur 1	235	0.08	\$0.60	\$11.28
Gravel	19-8-30.4	235	0.18	\$0.60	\$25.38
Gravel	20-8-6.7	119	0.07	\$0.60	\$5.00
Gravel	19-9-36.8	528	0.06	\$0.60	\$18.00
Gravel	19-8-30	132	0.20	\$0.60	\$15.84
Gravel	19-8-30.4	235	0.24	\$0.60	\$33.84
Gravel	19-8-30.4	235	0.49	\$0.60	\$69.09
					\$0.00
					\$0.00
					\$0.00
			5.4		\$1,629.04

3. ROAD MAINTENANCE AND/OR ROCKWEAR FEES - Payable to Private Company:

		MAINTENANCE AND/OR					TOTALS:
Surface Type	COMPANY NAME:	AGREEMENT NUMBER:	ROAD NUMBER	NET MBF	ROAD MILES:	ROCKWEAR FEE /MBF/MILE	
							\$0.00
Gravel	Roseburg Resources		19-8-29.0	2308	0.05	\$0.60	\$69.24
Gravel	Roseburg Resources		19-8-29.0	2734	0.15	\$0.60	\$246.06
Pavement	Roseburg Resources		19-8-29.0	2734	0.36	\$1.62	\$1,594.47
							\$0.00
							\$0.00
					0.56		\$1,909.77

4. OPERATOR MAINTENANCE WILL BE REQUIRED ON APPROX. 6.2 MILES OF ROAD. (SEE EXHIBIT D)

SALE VOLUME:		4764	MBF.	ROAD USE FEES:		ROCKWEAR FEES		MAINTENANCE FEES	
SUMMARY OF ROAD USE & ROAD MAINTENAN		TOTAL:	\$ /MBF	TOTAL:		\$/MBF	TOTAL:		\$/MBF:
1. COMPANY-OWNED ROADS:		\$1,410.00	\$0.30	\$1,909.77		\$0.40	\$0.00		\$0.00
2. BLM-MAINTAINED ROADS:				\$0.00		\$0.00	\$54,377.95		\$11.41
3. OPERATOR-MAINTAINED ROADS:				\$1,629.04		\$0.34	\$0.00		\$0.00
		\$1,410.00	\$0.30	\$3,538.81		\$0.74	\$54,377.95		\$11.41

MAINTENANCE OBLIGATION PAYABLE TO BLM 

\$56,006.99
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 \$ 11.76

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

☒ **TIMBER or  
TIMBER AND OTHER WOOD PRODUCTS**

**DEPOSIT AND BID FOR**

☐ **VEGETATIVE RESOURCES  
(Other Than Timber)**

Name of Bidder
Tract Number 2019.0002
Sale Name Early Fork CT
Sale Notice (dated) 05/30/2019
BLM District Coos Bay

<input type="checkbox"/> Sealed Bid for Sealed Bid Sale	<input checked="" type="checkbox"/> Written Bid for Oral Auction Sale
Time for opening sealed bids <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Sale commences 10:00 <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.
On (date) Place	On (date) 06/28/2018 Place Coos Bay District Office

In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated timber/vegetative resource on the tract specified above.

Required bid deposit is \$20,000.00 and is enclosed in the form of:  
☐ cash ☐ money order ☐ cashier's check ☐ certified check ☐ bank draft  
☐ bid bond of corporate surety on approved list of the United States Treasury ☐ guaranteed remittance approved by the authorized officer.

IT IS AGREED That the bid deposit shall be retained by the United States as liquidated damages if the bid is accepted and the undersigned fails to execute and return the contract, together with any required performance bond and any required payment within 30 days after the contract is received by the successful bidder. It is understood that no bid for less than the appraised price on a unit basis per species will be considered. If the bid is rejected the deposit will be returned.

**BID SCHEDULE – LUMP SUM SALE**

*NOTE: Bidders should carefully check computations in completing the Bid Schedule*

BID SUBMITTED					ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	mbf	4,072	X 42.60	=	X	=
Red Alder	mbf	350	X 38.50	=	X	=
Western Hemlock	mbf	212	X 39.20	=	X	=
Big Leaf Maple	mbf	122	X 23.10	=	X	=
Wester Redcedar	mbf	8	X 157.70	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
TOTAL PURCHASE PRICE						

If sale contract is executed, undersigned is liable for total purchase price even though the quantity cut, removed, or designated for taking is more or less than the total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

Bid submitted on *(date)*

*(Check appropriate box, sign in ink, and complete the following)*

<input type="checkbox"/> Signature, if firm is individually owned	Name of firm <i>(type or print)</i>
<input type="checkbox"/> Signatures, if firm is a partnership or L.L.C.	Business address, include zip code <i>(type or print)</i>
<input type="checkbox"/> Corporation organized under the state laws of	<i>(To be completed following oral bidding)</i>
Signature of Authorized Corporate Signing Officer	I HEREBY confirm the above oral bid By <i>(signature)</i>
Title	Date
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior – BLM.	Sealed Bid – Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside:
Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract.	(1) "Bid for Timber" or (1a) "Vegetative Resources Other Than Timber" (2) Time bids are to be opened (3) Legal description

## NOTICES

The Privacy Act and 43 CFR 2.48(d) require that you be furnished with the following information in connection with the information required by this form.

**AUTHORITY:** 38 FR 6280 and 43 CFR 5442.1

**PRINCIPAL PURPOSE:** To qualify an oral auction bidder, and then if successful, to bind bidder to certain contract conditions.

**ROUTINE USES:** To determine that an individual is qualified to participate in oral auction bidding, and, as surety that bidder will fulfill contract requirements.

**EFFECT OF NOT PROVIDING INFORMATION:** Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for timber or vegetative resources.

(Continued on page 3)

(Form 5440-9, page 2)

## INSTRUCTIONS TO BIDDERS

1. **AUTHORITY**—Timber located on the revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937 (50 Stat. 874; 43 U.S.C. 1181a), timber located on other lands and other vegetative resources on all public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of timber are codified in 43 CFR Group 5400.

2. **QUALIFICATIONS OF BIDDERS**—A bidder for sale of timber/vegetative resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the timber/vegetative resource is located.

3. **INSPECTION OF TIMBER/VEGETATIVE RESOURCES**—Bidder is invited, urged, and cautioned to inspect the timber/vegetative resource prior to submitting a bid. By executing the timber/vegetative resource sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the timber/vegetative resource and his opinion of its value.

4. **DISCLAIMER OF WARRANTY**—Government expressly disclaims any warranty of the fitness of the designated timber/vegetative resource for any purpose of the bidder; all timber/vegetative resources are to be sold "As Is" without any warranty of merchantability by Government. Any warranty as to the quantity or quality of timber/vegetative resource to be sold is expressly disclaimed by Government.

5. **BIDS**—Sealed or written bids for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued *Timber/Vegetative Resource Sale Notice*.

(a) **Sealed Bid Sales**—Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside *Bid for Timber/Vegetative Resources*, time bid is to be opened, tract number, and legal description of land on which timber/vegetative resource is located. In event of a tie, the high bidder shall be determined by lot from among those who submitted the tie bids.

(b) **Auction Sales**—Submission of the required bid deposit and a written bid is required to qualify for oral bidding. Oral bidding shall begin from the highest written bid. No oral bid will be considered which is not higher than the preceding bid. In the event there is a tie in high written bids, and no oral bidding occurs, the bidder who was the first to submit his bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first submission of high tie written bids, the high bidder shall be determined by lot. High bidder must confirm his bid, in writing, immediately upon being declared high bidder.

(c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in resale of timber/vegetative resource remaining from an uncompleted contract from any person or affiliate of such person who failed to complete the original contract because of (1) cancellation for the purchaser's breach or (2) through failure to complete payment by expiration date.

(d) When it is in the interest of the Government to do so, it may reject any and all bids and may waive minor deficiencies in bids or in sale advertisement.

6. **BID FORMS**—All sealed, written bids, and confirmation of oral bids shall be submitted on forms provided by Government.

(a) **Lump Sum Sales**—Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.

(b) **Timber Scale Sales**—Bids must state price per thousand board feet that will be paid for each species. High bidder will be determined by multiplying bid price per thousand board feet per species by Bureau of Land Management

estimate of volume of each species. Purchaser shall be liable for purchase price of all merchantable timber sold under contract even though all such timber is not actually cut and removed prior to expiration of time for cutting and removal as specified in contract.\*

7. **BID DEPOSIT**—All bidders must make a deposit of not less than the amount specified in the *Timber/Vegetative Resource Notice*. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior—BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department\*, or any approved guaranteed remittance approved by the Contracting Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.

8. **AWARD OF CONTRACT**—Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.

9. **TIMBER/VEGETATIVE RESOURCE SALE CONTRACT**—To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager's office.

### 10. PERFORMANCE BOND—

(a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5450.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsmen are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) any guaranteed remittance approved by the Contracting Officer.

(b) If purchaser elects to cut timber without skidding or yarding it to a loading point or removing it prior to the payment of the second or subsequent installments, Government shall require an increase in amount of performance bond initially required by an amount equal to the value of timber to be cut. Such increase must be on a bond rider form supplied by Government and be approved, in writing, by Government prior to cutting timber covered by the bond increase. This increased amount of bond shall be used to assure payment for timber cut in advance of payment.\*

11. **PAYMENT BOND**—If purchaser elects to (a) cut and remove timber, or (b) remove timber already cut which has been secured by an increased performance bond as provided in paragraph 10(b) above, before payment of the second or subsequent installments, Government shall require a payment bond on a form supplied by Government. Purchaser shall obtain written approval from Government of payment bond prior to cutting and/or removal of timber covered by the bond. Payment bond shall be used to assure payment for timber cut and/or removed in advance of payment.\*

12. **PAYMENT OF PURCHASE PRICE**—For sales of \$500 or more, Government may allow payment by installments. Except as discussed in paragraphs 10 and 11 above, no part of any timber/vegetative resource sold may be severed, cut, or removed unless advance payment has been made as provided in contract.

13. **LIQUIDATED DAMAGES**—Within thirty (30) days from receipt of *Timber/Vegetative Resources Sale Contract*, the successful bidder shall sign contract and return it to Government, together with required bond and any required payment. If successful bidder fails to comply within the stipulated time, his bid deposit shall be retained by Government as liquidated damages.

14. **NINETY-DAY SALES** – If no bid is received within time specified in the advertisement of sale and if Government determines that there has been no significant rise in the market value of timber/vegetative resource, it may, in its discretion, keep the sale open, not to exceed ninety (90) days.

15. **UNAUTHORIZED USE OF GOVERNMENT PROPERTY** – A sale may be refused to high bidder who has been notified that he has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.

16. **EQUAL OPPORTUNITY CLAUSE** – This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. Copies of this order may be obtained from the District Manager. 43 CFR 60-1.7(b) requires that the Equal Opportunity Compliance Report Certification will be completed by prospective contractors. Certification may be obtained from District Manager.

17. **LOG EXPORT** – All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be 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 use; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimensions or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 common or better. 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 remanufacture of eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to "unprocessed timber". Special reporting, branding and painting of logs may be included in contract provisions \*

18. **DETAILED INFORMATION** – Detailed information concerning contract provisions, bid, performance bond forms, tract location maps, and access conditions may be obtained from the District Manager. All persons interested in bidding on the products listed are encouraged to familiarize themselves with all such detailed information.