Advertising Dates: December 29, 2011 and January 5, 2012

TIMBER FOR SALE, UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, ORAL AUCTION as hereinafter designated will be conducted by the District Manager, Bureau of Land Management at the COOS BAY DISTRICT OFFICE, 1300 Airport Lane, North Bend, Oregon 97459-2000, on January 27, 2012 for all timber marked or designated for cutting. Sale will commence at 10:00 a.m. Before bids are submitted, full information concerning the timber, the conditions of sale and submission of bids, including the appraised price per species, should be obtained from the above District Manager. The prospectus is available online at www.blm.gov/or/districts/coosbay/timbersales/index.php. The right is hereby reserved to waive technical defects in this advertisement and to reject any or all bids. The United States reserves the right to waive any informality in bids received whenever such waiver is in the interest of the United States. Environmental Assessment No. OR030-2010-0001, Fairview NWFP was prepared for this sale and a Finding of No Significant Impact has been signed. These documents are available for review at the Coos Bay District Office or online at www.blm.gov/or/districts/coosbay/plans/index.php. This sale notice, first published on December 29, 2011, constitutes the decision document for purposes of protests under 43 CFR Subpart 5003 - Administrative Remedies. Protests of any sale listed below must be filed within 15 days after the first publication of this notice; however, the doctrine of administrative finality precludes review of issues which could have been reviewed at the time at which a final decision was made. In COOS COUNTY: OREGON: O&C AND CBWR: ORAL AUCTION: SALE NO. 12-02, WINTERGREEN CT. All timber designated for cutting on certain Federal lands in T. 26 S., R. 12 W., Section 25, W½NE¼, W½, W½SE¼; Section 35, NE¼NE¼; Section 36, N½NW¼, Will. Mer. estimated for the purpose of this sale to be 4273 MBF. No written bid for less than $653,580.30 will be considered. Minimum deposit with written bid $65,400.00. In COOS COUNTY: OREGON: CBWR: ORAL AUCTION: SALE NO. 12-05, SWAYNE CREEK CT. All timber designated for cutting on certain Federal lands in T. 27 S., R. 12 W., Section 13, W½, Will. Mer. estimated for the purpose of this sale to be 3607 MBF. No written bid for less than $379,511.80 will be considered. Minimum deposit with written bid $38,000.00.

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

December 29, 2011

TIMBER SALE NOTICE

1. Wintergreen CT	**12-02**	**4273 MBF**
2. Swayne Creek CT	**12-05**	**3607 MBF**

This Timber Sale Notice does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003-Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in The World newspaper on or about December **29, 2011**. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper to ensure accurate knowledge of the exact publication date.

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

January 27, 2012

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

ENVIRONMENTAL ASSESSMENTS were prepared for these sales, and Findings of No Significant Impact have been documented. These documents are available for review as background for these sales at the Coos Bay District Office or online at www.blm.gov/or/districts/coosbay/plans/index.php.

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

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

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

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

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

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

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

LOG EXPORT AND SUBSTITUTION. All timber sales, 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.

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

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

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

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOTICE OF REQUIREMENT FOR CERTIFICATION
OF NONSEGREGATED FACILITIES

Bidders and offerors are cautioned as follows: by signing this bid or offer or entering into this contract or lease, as the case may be, the bidder, offeror, or contractor will be deemed to have signed and agreed to the provisions of the Certification of Nonsegregated Facilities in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, color, religion, sex, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offeror to agree to the Certification of Nonsegregated Facilities will render his bid or offer nonresponsive to the terms of solicitations involving awards of contract exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause.

In accordance with 41 CFR 60, as amended May 19, 1967, and Executive Order No. 11246 of September 24, 1965, as amended, this notification will be included in all notices of invitations for bid, lease, offers, and requests for proposal where prospective nonexempt contracts may exceed $10,000.

Form 1140-4
(June 1974)

COOS BAY SALE NO. 12-02
WINTERGREEN CT

COOS BAY DISTRICT OFFICE
UMPQUA RESOURCE AREA
SOUTH COAST

SALE DATE: January 27, 2012
SALE TIME: 10:00 a.m.

SALE NO. 12-02, WINTERGREEN CT

COOS COUNTY: OREGON: O&C, CBWR: ORAL AUCTION: Bid deposit required: $65,400.00

All timber designated for cutting on: T. 26 S., R. 12 W., Sec. 25, W ½NE¼, W½, W½SE ¼; Sec 35, NE¼NE¼; Sec. 36, N½NW¼, 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
6,262	2,676	Douglas-fir	3,188	$157.60	$502,428.80
2,813	749	western hemlock	887	$127.10	$112,737.70
1,317	84	western redcedar	103	$187.10	$19,271.30
356	75	red alder	95	$201.50	$19,142.50
10,748	**3584**	**Totals**	**4273**		**$653,580.30**

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

LOG EXPORT AND SUBSTITUTION: 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 16.8 inches: the average gross merchantable log contains 79 bd. ft.; the total gross volume is approximately 4,515 thousand bd. ft.; and 95% recovery is expected. The average DBHOB for Douglas-fir is 18.6 inches; and the average gross merchantable log contains 85 bd. ft. The following cruise methods were used for volume determination:

VARIABLE PLOT: Timber volumes in Unit 1 were based on a variable plot cruise. Using a 20 basal area factor (BAF), 207 plots were measured; 207 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 stratum volume.

3P: The Douglas-fir within the road right-of-way has been cruised using the 3P system to select 69 sample trees. 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.

100% CRUISE: The western hemlock, western redcedar and red alder timber volumes within the road right-of-way were based on a 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs.

CUTTING AREA: One unit totaling approximately 149 acres must be partial cut and 6 acres of road right-of-way must be clear cut.

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

DIRECTIONS TO SALE AREA: From Coos Bay travel south on Highway 101 to Lone Pine Lane, turn left and travel approximately 7.6 miles to Blue Ridge Road. Refer to Exhibits A and A-1 for unit locations.

ROAD USE & MAINTENANCE: Purchaser shall pay a maintenance obligation to the Government totaling $17,011.82. Operator maintenance required on 2.3 miles of road.

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

24.15 stations Class SN-12 road
28.10 stations Class SN-16 road

Surfacing:

2369 cu. yds. of 3-inch minus crushed hardrock
956 cu. yds. of 1 1/2-inch minus crushed hardrock
10 cu. yds. of 6-inch jawrun crushed hardrock
100 cu. yds. Riprap barrier rock

Drainage:

120 linear feet of 18-inch CPE culvert
20 linear feet of 18-inch CPE culvert (for energy dissipaters)
3 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. 12-02
WINTERGREEN CT

SPECIAL PROVISIONS:

1. Directional felling is required away from roads, property lines, posted boundaries, orange-painted reserve trees, Stream Channels, and snags.
2. No-harvest zones will be maintained adjacent to Stream Channels. Corridor trees felled within the no-harvest zone shall be left on site.
3. Full-log suspension will be required over Stream Channels. Where full suspension cannot be achieved, yarding will occur during the dry season.
4. Snags will be reserved from cutting. Snags that are felled for safety reasons will be left on site.
5. Cutting or yarding during high sap flow, March 31 through July 1, may be restricted by the Authorized Officer.
6. Hauling on dirt surfaced roads will be permitted between July 1 and October 15, unless dry conditions extend the hauling season.
7. In the Partial Cut Area, conifer trees will be bucked to a maximum of 41-foot lengths.
8. 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.
9. In the Cable Yarding Area, one-end suspension is required. Lift trees and/or intermediate support trees may be necessary to achieve suspension.
10. The location and use of yarding roads in the Partial Cut Area shall be approved by BLM prior to use by the Purchaser.
11. Road building and logging equipment will be washed prior to moving into the Contract Area to minimize the spread of noxious weeds.
12. Hand or machine piling is required in Roadside Hazard Reduction Area.
13. BLM will assume supervisory responsibility for disposal of logging slash.
14. The location and use of yarding roads in the Ground-Based Yarding Area shall be approved by BLM prior to the use by the Purchaser.
15. All Ground-Based Yarding equipment shall be approved by BLM prior to the use by the Purchaser.

SCHEDULE I

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

a. All timber on the Reserve Area, shown on Exhibit A, which is attached hereto and made a part hereof, and all blazed, orange painted and/or posted trees which are on or mark the boundaries of the Reserve Area.

b. All orange painted trees within the Partial Cut Area, 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. 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.

e. All Bearing Trees with metal tags which mark property corners.

f. All hardwoods except red alder.

SPECIAL PROVISIONS - Page l of 1 pages

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

a. Periodic Payment and First Installment Adjustment

(1) Notwithstanding the provisions of Sec. 3(b), the amount of the first installment may be reduced by the Government when the Contracting Officer requests the Purchaser to interrupt or delay operations for a period expected to last more than thirty 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 Purchasers control. Any adjustment made shall provide the Purchaser with an equal amount of operating time as would have been available without the delay. The Purchaser shall request such adjustment in writing before the due date for a periodic payment contained in Sec. 3(b).

b. Logging

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

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

(5) 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.

(6) All trees designated for cutting in the Partial Cut Area, 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) In the Cable Yarding Area, rub trees may be cut and yarded after all lateral yarding is complete on each setting, as directed by Authorized Officer.

(9) In the Cable Yarding Area, 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.

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

(11) 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.

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

(13) 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.

(14) A minimum 35 foot slope distance no-harvest zone shall be maintained on either side of a Stream Channel. Corridor trees felled within the no-harvest zone will be felled toward the Stream Channel and left in place. All trees within the no-harvest zone are painted orange, except those reserved in Sec. 40 (d.).

(15) Where cable yarding must occur through the no-harvest area adjacent to a Stream Channel, logs will be fully suspended to protect stream banks. Where full suspension is not feasible, operations over any Stream Channel with visible surface flow 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.

(16) In the Ground-Based Yarding Area, as shown on the Exhibit A:

(a) A harvester forwarder system, tractor, rubber tired skidder, or track mounted log loader may be used. Any equipment must be approved in writing by the authorized officer prior to any operations.

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

(c) 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 shall cease operations during periods of

rain and shall be notified, after a soil-moisture assessment by the Authorized Officer, when operations may resume.

(d) 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.

(e) The yarding machine shall utilized slash on skid trails and continually place slash on trails as to not expose bare mineral soil.

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

(g) If the forwarding vehicle does not achieve full suspension, forwarding roads will be de-compacted through the use of equipment such as an excavator, water barred to prevent pooling of water, and covered with logging debris as directed by the Authorized Officer. This must take place during the same operating season.

(h) Existing skid trails shall be used, wherever possible, be spaced at least 100 feet apart, and be no wider than 12 feet as measured between reserve trees.

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

(j) All ground-based equipment shall be restricted to operating on slopes less than 35% and shall not operate within 50 feet of a stream channel.

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

(17) 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.

(18) Before cutting and removing any trees necessary to facilitate logging in the Partial Cut Area shown on Exhibit A, 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 and expeditious removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Authorized Officer, the width of each cable yarding corridor shall be limited to twelve 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. Purchaser shall retain all trees used as tailholds, lift, and support for snag recruitment, as directed by 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 Contracting Officer and that such timber shall be sold at the unit prices shown in the Exhibit B of this contract, which is attached hereto and made a part hereof, 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 Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least three working days prior to the need for cutting and removing any additional timber, 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 Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.

(f) The Government may reserve trees previously designated for cutting and removal by applying orange paint as replacements for additional trees cut and removed for skid roads and/or cable yarding 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 Contracting Officer.

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

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

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

(c) the Purchaser conforms to all requirements of Section 8 of this contract; provided that (1) the unit prices for additional timber within unit boundaries shall be the unit prices shown in Exhibit B of this contract, or, the Authorized Officer determines that the timber should be appraised and sold at fair market value in accordance with Section 8 of the contract because the species, size, grade and/or value of the additional timber is not representative of the character of the timber in the forest stand(s) otherwise designated for thinning.

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

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

(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.

(20) As directed by Authorized Officer, for a distance of 100 feet from the perimeter of each landing, all logs more than six 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.

(21) 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 Office 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 Section 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.

(22) 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.

(23) Road Nos. 26-12-35.4 and 26-12-25.0 shall be kept clear of trees, rock, dirt and other debris so far as is practicable and shall not be blocked by operations for more than 20 minutes.

(24) In the Partial Cut Area any reserved hardwood cut to facilitate logging shall be limbed, topped and yarded and shall be decked separately as directed by the Authorized Officer. Felled reserved hardwoods shall remain property of the Government.

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 be completed and accepted prior to the removal of any timber, except right-of-way timber, over that road.

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

(4) 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:

(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 $17,011.82, 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 $3.98/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 Section 41(c)(1) and 41(d)3 of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on these roads.

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

such amount in full prior to use of such roads. If the total road maintenance fee exceeds $500.00, the Authorized Officer shall establish an installment schedule of payments of the maintenance obligation.

e. Fire Prevention, Hazard Reduction and Logging Residue Reduction

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

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

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

(b) 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:

Specifications for Landing and RHRA Piling

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

(b) Within the RHRA, the Purchaser shall (1) remove logging residue for offsite utilization or (2) pile on site for burning, 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. 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) If offsite utilization is intended, the Purchaser shall upon request from the Authorized Officer, provide information on the method of removal, the total tonnage, the intended use and destination of logging residue being removed from the sale area.

(d) Any logs or residue, regardless of piece size that is 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 logging residue removal, the Purchaser shall notify the Authorized Officer to arrange for a final inspection of the landing sites and RHRA.

(f) If the piling/burning method is selected for the RHRA, the material shall be piled in locations designated by the Authorized Officer. All logs or parts of logs that are greater than or equal to six inches in diameter at the small end that are longer than eight feet in length shall not be placed into the burn piles but shall be placed off the road shoulder or adjacent to the road outside of the ditch line. In lieu of piling and only in approved locations, the Authorized Officer may allow for logging residue to be distributed and scattered beyond the twenty foot slope distance of the outside edge of the road shoulder.

(g) Machine piling of landing debris and slash in the RHRA shall be conducted concurrently with the logging operation or prior to the removal of logging equipment from the contract area. Hand piling of debris in RHRA's may be conducted after logging operations have concluded.

(h) Prior to commencement of piling RHRA the Purchaser shall contact the Authorized Officer to arrange an on-site inspection on the day piling begins.

(i) 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.

(j) Logging residue meeting the criteria set forth in Sec. 41.b.(22) shall not be piled for burning but shall be segregated into separate piles that are no closer than 20 feet from landing residue piles that will be burned.

(k) If during the course of pile construction or during a final acceptance inspection, the Authorized Officer determines that landing piles contain excessive amounts of logging residue that meets the specifications as described in Sec. 41.b.(22), the purchaser may be required to remove the specified residue from the burn piles.

(l) Burn piles shall be constructed as upright as possible and have a solid base to prevent toppling. Material extending more than two feet beyond the general contour of the pile shall be cut off and placed on the pile. Pile trimming can be deferred until the time actual pile covering takes place but shall be done before pile covering. All piled material shall be laid perpendicular to the slope. Unless directed by the Authorized Officer, no piles shall be within ten feet of any green trees, snags or marked wildlife trees.

<u>Specifications for RHRA and Landing Pile Covering</u>

(m) The Purchaser shall place polyethylene sheeting (PE) that is four MIL thickness and black in color over the pile so as to provide an adequate level of protection from fall/winter rains. For most average sized RHRA piles with base dimensions of approximately 10 feet by 10 feet or less, the size of the PE sheeting shall not exceed approximately 100 square feet.

(n) 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.

(o) To meet ignition and combustion needs, larger RHRA and landing piles may require additional PE sheeting in excess of 100 square feet 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 clarification on which piles will require additional covering. At that time, the Authorized Officer will identify all piles that shall have additional PE covering that may exceed the 100 square foot limit. If large 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 PE coverings to the piles before acceptance is made.

(p) All PE shall be tied and/or 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 twenty percent of the material to be piled may be placed on top of the PE. For piles described in (o), the Authorized Officer may require the removal of PE before burning so the Purchaser should exercise discretion with respect to the method of application, the amount and composition of anchoring material used when securing the PE.

(q) Piles of residue identified by the Authorized Officer for utilization shall not be covered with PE sheeting.

Specifications Applicable to RHRA and Landing Pile Burning

1. The Purchaser shall begin RHRA and landing pile burning within fourteen hours of notification by the Authorized Officer.

2. In accordance with the Authorized Officer's verbal instruction, immediately before ignition on piles with PE coverings in excess of 100 sq. ft., the Purchaser may be required to remove as much PE sheeting from the pile as feasibly possible.

3. The Purchaser shall dispose of removed PE sheeting in accordance with any applicable Federal, State, and municipal laws. Removed PE sheeting shall not be disposed of in burn piles.

4. For each entry, the Purchaser may provide more personnel, equipment and materials than indicated but no less than the minimum requirements below. Minimum personnel, equipment and material requirements for burning RHRA and landing piles are:

    a. One English-speaking foreman for crew supervision.
    b. Two persons to assist the foreman in pile burning.
    c. Three drip torches and sufficient mixed fuel to complete all pile burning.
    d. Three pounds of fuel gelling agent, mixing buckets and a sufficient amount of straight gasoline for gelled fuel mixing.

5. A minimum of ninety percent consumption of each pile is required. Some 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.

(r) Based on the time of year and sequence in which harvest and treatment of the units is completed, burning may be required to be accomplished over multiple seasons using multiple entries.

Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the personnel, equipment and materials required herein, the Purchaser shall be responsible for all additional costs incurred by the Government in 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 burning, and new conditions necessitate additional site preparation work and/or the use of additional personnel and equipment to accomplish the planned burn, the Purchaser also shall be responsible for such additional costs.

f. Log Export and Substitution

All timber sales, including timber from Federal rights-of-ways, shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 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;
(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.

g. Optional Scale Check of Lump Sum Sales

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

(2) In the event that BLM elects to administratively check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows. If the entire sale is check scaled by yard scale, the purchase price of this contract shall be reduced by $2,136.50. In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of $2,136.50 which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling. Scaling shall be conducted in accordance with the Eastside Scribner Scaling Rules by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report will be made available to the Purchaser upon request.

h. Equal Opportunity in Employment

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

i. Cultural Resource Protection

(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:

(1) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;

(2) when, in order to comply with the Endangered Species Act or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Coos Bay District Record of Decision (ROD) and Resource Management Plan (RMP), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;

(3) federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;

(4) other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;

(5) when, in order to comply with a court order which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;

(6) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;

(7) species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;

(8) when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

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

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

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

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

Exhibit F
Sheet 1 of 1

SPECIAL PROVISIONS TO CONTROL THE SPREAD OF NOXIOUS WEEDS

Vehicle and Equipment Cleaning

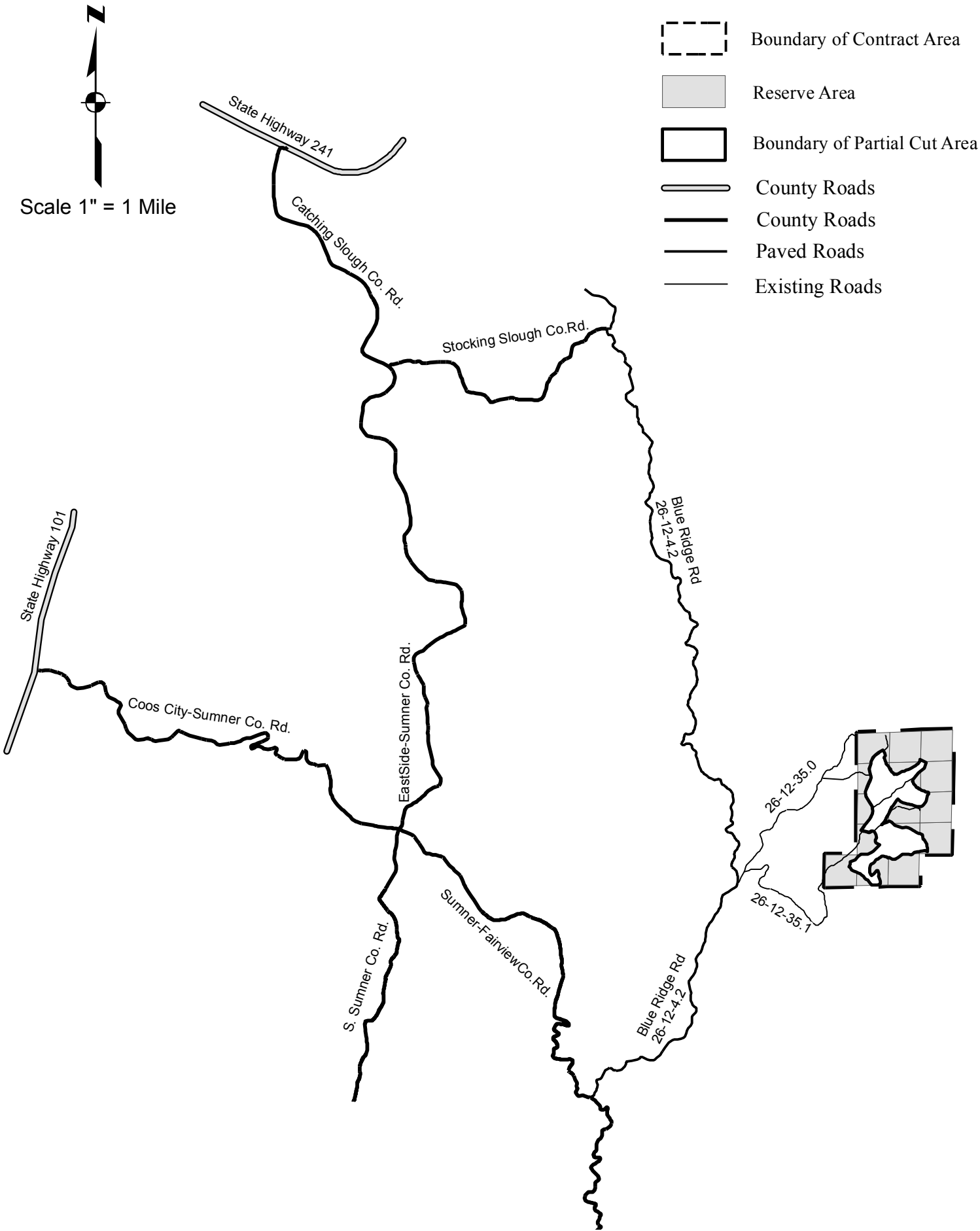
1. Cleaning shall consist of the removal of soil and debris by washing with a high pressure hose or steam cleaning. Cleaning and inspection sites will be agreed to by Purchaser and BLM. All petroleum product residues shall be contained at wash sites and dealt with in accordance to DEQ standards. Contractor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

2. All equipment parts shall be cleaned as designated by the Authorized Officer, including removal of tractor belly plates, in accordance with Section1 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. 26 S., R. 12 W., Secs. 25, 35, & 36, Will. Mer.

SALE NO. 12-02
EXHIBIT A-1
Page 1 of 1
Wintergreen CT

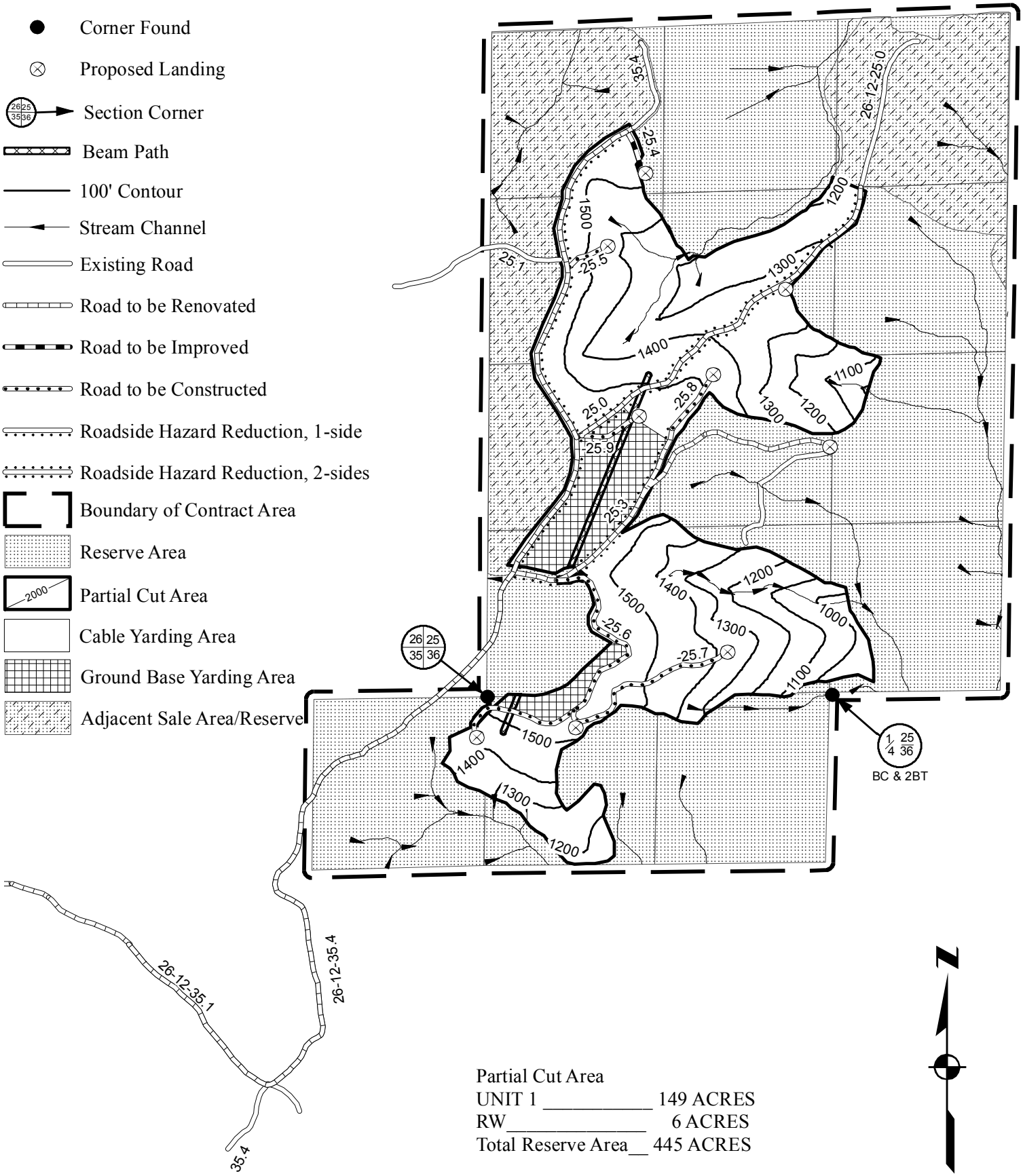


TIMBER SALE CONTRACT MAP
USDI-BLM COOS BAY DISTRICT
T. 26 S., R. 12 W., Secs. 25, 35, & 36, Will. Mer.

SALE NO. 12-02
EXHIBIT A

Wintergreen CT

- Corner Found
- Proposed Landing
- Section Corner
- Beam Path
- 100' Contour
- Stream Channel
- Existing Road
- Road to be Renovated
- Road to be Improved
- Road to be Constructed
- Roadside Hazard Reduction, 1-side
- Roadside Hazard Reduction, 2-sides
- Boundary of Contract Area
- Reserve Area
- Partial Cut Area
- Cable Yarding Area
- Ground Base Yarding Area
- Adjacent Sale Area/Reserve



Partial Cut Area
UNIT 1 _____ 149 ACRES
RW_____ 6 ACRES
Total Reserve Area__ 445 ACRES

_____
Total Contract Area__ 600 ACRES

Scale 1" = 1000'