



PROSPECTUS

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
3106 Pierce Parkway, Suite E
Springfield, Oregon 97477
<http://www.blm.gov>



July 31, 2013

**Parcel No. 2
Tract No. E-13-508
Siuslaw Resource Area**

Hardy Creek

TIMBER SALE NOTICE

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, attached. Written and oral bids will be received by the District Manager, or her representative, at the **EUGENE DISTRICT OFFICE, 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON**. The timber sale will commence at 10:00 a.m. on Thursday, **August 29, 2013**.

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 Register-Guard newspaper on or about July 31, 2013. 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.

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.

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

1. Form 5430-11, a certification that the bid was arrived at by the bidder or offerer independently, and was tendered without collusion with any other bidder or offerer.
2. 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, not responsible or refuses to respond within 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.

INSTALLMENT PAYMENTS may be authorized for sales of \$500 or more. Required installments will be determined by BLM. For sales under \$500,000, installments will not be less than 10% of the total purchase price. For sales of \$500,000 or more, installment payments shall be \$50,000.

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.

The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The Purchaser shall bear any increased costs for log branding and painting.

ADDITIONAL INFORMATION concerning each timber sale tract described herein is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office. This prospectus includes maps and tables that cannot be made Section 508 compliant. For help with its data or information, please contact the Eugene District Office at 541-683-6798.

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 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.

AN ENVIRONMENTAL ANALYSIS (EA) was prepared for the Long Tom Landscape Plan Project, which includes the Hardy Creek Timber Sale area. A Finding of No Significant Impact and Decision Record for the EA have been documented. A Determination of NEPA Adequacy (DNA) has been documented for this sale. These documents are available for inspection as background for this sale at the Eugene District Office.

ACCESS to a sale may be through a locked gate (see individual sale information). Prospective bidders may obtain a key from the Eugene District Office. Any other persons interested in visiting the timber sale site should first contact the District Office at (541) 683-6600.

Attachments:

- Form 5440-9
- Form 5430-11
- Form 5450-17
- Form 5450-22

EUGENE DISTRICT
SIUSLAW RESOURCE AREA

PARCEL NO.: 2
SALE DATE: August 29, 2013

Tract No. E-13-508 Hardy Creek
Lane County, Oregon: O&C

Bid Deposit Required: \$107,700.00

All timber designated for cutting on All Section 17, T. 18 S., R. 6 W., Will. Mer.

Estimated Volume 32' Log (MBF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Approx. Price
4,787	Douglas-fir	5,558	\$ 193.00	\$ 1,072,694.00
35	Western hemlock	39	\$ 103.00	4,017.00
4,822	TOTALS	5,597		\$ 1,076,711.00

APPRAISED PRICES: are calculated by determining market value through the analytical appraisal method. The minimum bid increment will be \$0.10 per MBF or multiples thereof.

LOG EXPORT RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

NOTE: The volume for this timber sale has been calculated using 16 foot eastside Scribner rules, and the 32 foot log volumes and the cubic log volumes are estimates derived from the 16 foot volumes.

CRUISE INFORMATION: Douglas-fir has been cruised in the Right-of-Ways using the 3P system to calculate volumes. The sample trees have been cruised and the volume computed using the **National Cruise Processing Program** for estimating volume in 16-foot lengths. A map showing the location and description of these sample trees is available at the Eugene District Office.

Volume in the Partial Harvest Area is calculated using a variable plot cruise method. Volume is expanded to a total sale volume using the **National Cruise Processing Program**. The tree count was determined with a Relaskop using a 20 BAF. This sale contains a total of 210 plots in which 122 samples have been randomly selected to determine v-bar. A map showing the location and description of the sample trees is available at the Eugene District Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 17.2" DBHOB; the average log contains 70 bd. ft.; the total gross merchantable volume is approximately 5,918 MBF; and 94% recovery is expected.

CUTTING AREA: One area totaling approximately 273 acres must be partial harvested and approximately 13 acres of right-of-way must be clear cut.

ACCESS: Access to the sale is provided by:

1. A public road;
2. BLM existing roads;
3. BLM roads to be constructed.
4. Roads covered by Right-of-Way and Road Use Agreement E-308 between Oxbow Timber 1, LLC and the United States. In the renovation and use of private roads, the Purchaser shall enter into a license agreement with Oxbow Timber 1, LLC. The license agreement shall be delivered to Oxbow Timber 1, LLC for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.
5. Roads covered by Right-of-Way Agreement E-308 between Rosboro, LLC and the United States. In the renovation and use of private roads, the Purchaser shall enter into a license agreement with Rosboro, LLC. The license agreement shall be delivered to Rosboro, LLC for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

ROAD MAINTENANCE: The Purchaser shall pay a road use fee of \$4,831.05 and road maintenance and rockwear fee of \$10,381.77 to Oxbow Timber 1, LLC. The Purchaser shall pay a road maintenance fee of \$1,958.53 to Rosboro, LLC. See Exhibit D map for specification of road maintenance responsibility. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

ROAD CONSTRUCTION:

Spurs A, B, and C; Road Nos. 18-6-18.14 and 18-6-17 Ext.

Class: SN-14

Length: 61.07 Stations

Surfacing: 3" minus / 6" minus

Width: 12'

Compacted Depth: 8"

Estimated Quantity: 2,768 / 399 cy (truck measure)

Total estimated construction cost: \$98,567.33

Special Requirements in Road Construction: Operations limited to periods of dry weather.

Suggested Rock Source: Commercial, Noti Vicinity

	<u>Diameter:</u>	<u>Culverts:</u>	<u>Length:</u>	<u>Number:</u>
Poly Pipe	18"		90'	3

ROAD RENOVATION:

Road Nos. 18-6-8.2, 18-6-8.4, 18-6-8.5, 18-6-9.4, 18-6-9.6 (por.), 18-6-17 (por.), 18-6-17.1, 18-6-17.71, and 18-6-18.13

Class: SN-14

Length: 147.83 Stations

Surfacing: 3/4" minus / 3" minus

Width: 12'

Compacted Depth: 8"

Estimated Quantity: 106 / 1,786 cy (truck measure)

Total estimated renovation cost: \$78,886.21

Special Requirements in Road Renovation: Operations limited to periods of dry weather. In stream work for the stream crossing culvert replacement located on Road No. 18-6-8.4, MP. 0.05 shall be completed between July 1 and October 15, both days inclusive.

Suggested Rock Source: Commercial, Noti Vicinity

	<u>Diameter:</u>	<u>Culverts:</u>	<u>Length:</u>	<u>Number:</u>
Aluminized	114"		50'	1

ROAD IMPROVEMENT:

Road Nos. 18-6-9.6 (por.) and 18-6-17(por.)

Class: SN-14

Length: 40.66 Stations

Surfacing: 3" minus / 6" minus

Width: 12'

Compacted Depth: 8"

Estimated Quantity: 1,842 / 80 cy (truck measure)

Total estimated improvement cost: \$41,847.62

Special Requirements in Road Improvement: Operations limited to periods of dry weather.

Suggested Rock Source: Commercial, Noti Vicinity

DURATION OF CONTRACT: Duration of the contract will be 36 months for cutting and removal of timber.

SPECIAL PROVISIONS: The contract will contain special provisions regarding road construction, road renovation, road improvement, road maintenance, logging methods, prevention of erosion, falling of snags, logging residue reduction, and submission of a written logging plan specifying spur road locations, landing locations, logging methods, and logging schedule.

Under Sec. 26 of the timber sale contract, tractor logging will be prohibited during periods of excessive soil moisture. This will normally limit tractor logging to July, August and September.

It is estimated that approximately 688 MBF of additional timber, such as corridor and guyline trees, may be removed under the contract, but it is not included in the advertised sale volume, nor is it included in the timber sale appraisal.

OTHER SPECIAL REQUIREMENTS:

- No yarding or hauling shall be conducted on natural surfaced roads during periods of wet weather as determined by the Authorized Officer.
- Yarding shall be done with a carriage equipped skyline capable of yarding 1,800 feet slope distance in the Partial Harvest Area on slopes greater than 35%.
- In the Special Tailhold Area, approval from the Authorized Officer shall be obtained prior to attaching logging equipment to any tree.
- Approximately 130 trees are marked with yellow paint above and below breast height in the Approximate Location of Special Habitat Trees. These trees shall not be felled or damaged during logging operations.

- All trees in the Special Tailhold Area shown on Exhibit A that would be impacted by skyline roads must be approved by the Authorized Officer prior to cutting the adjacent harvest area.
- Any yellow-painted trees that are located outside of the Partial Harvest Area are Special Habitat Trees and shall not be felled or damaged during logging operations.
- With the exception of hauling, daily operations within the Special Operating Area and Special Tailhold Area shown on Exhibit A shall not be permitted from April 1 through August 5 of each year, both days inclusive.
- With the exception of hauling, daily operations within the Special Operating Area and Special Tailhold Area shown on Exhibit A shall not begin until at least 2 hours after sunrise and shall cease at least 2 hours prior to sunset from August 6 through September 15 of each year, both days inclusive.
- The Purchaser shall rock Spurs A, B, and C, and Road Nos. 18-6-8.2, 18-6-8.4, 18-6-9.6 (portion), 18-6-17 Ext., 18-6-18.13 and 18-6-18.14 for wet weather haul. If the Purchaser exercises the option to not rock any of these roads, the purchase price will be increased by the cost of surfacing as appraised at the time of sale.
- The Purchaser has the option to rock Road Nos. 18-6-5(portion), 18-6-17, and 18-6-17.71.
- The Purchaser shall remove one culvert on Road No. 18-6-8.4 with reasonable care to allow it to be reused. The culvert shall be loaded and transported to the BLM Maintenance shop located in Walton, Oregon. Water quality control techniques will be required.
- Upon completion of hauling, all decommissioning shall be completed during the dry season and as directed by the Authorized Officer. Decommissioning measures include:
 - Decompact skid trails and natural surfaced roads with decompaction equipment, such as a track mounted excavator.
 - Construct drainage dips, waterbars, and/or lead-off ditches and remove all culverts and cross drains.
 - Culvert removal shall take place between July 1 and October 15, both days inclusive.
 - Place logging slash, where available, on decompacted skid trails.
 - Block at entry points using stumps, slash, and/or cull logs.
- The Exhibit F contains explicit instruction on requirements for equipment and personnel involved in pile burning.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing pile burning or contributing \$573.77 in lieu thereof. The option must be declared prior to contract execution. Piling and covering are not included in the Optional Contribution and will remain the responsibility of the Purchaser.

If the Purchaser has made a contribution and later elects to remove *all* of the slash required to be piled, covered, and burned, the contribution will be refunded.

OTHER INFORMATION: This contract contains an updated and revised contract form. Please contact Debra Wilson at (541) 683-6798 if you have questions.

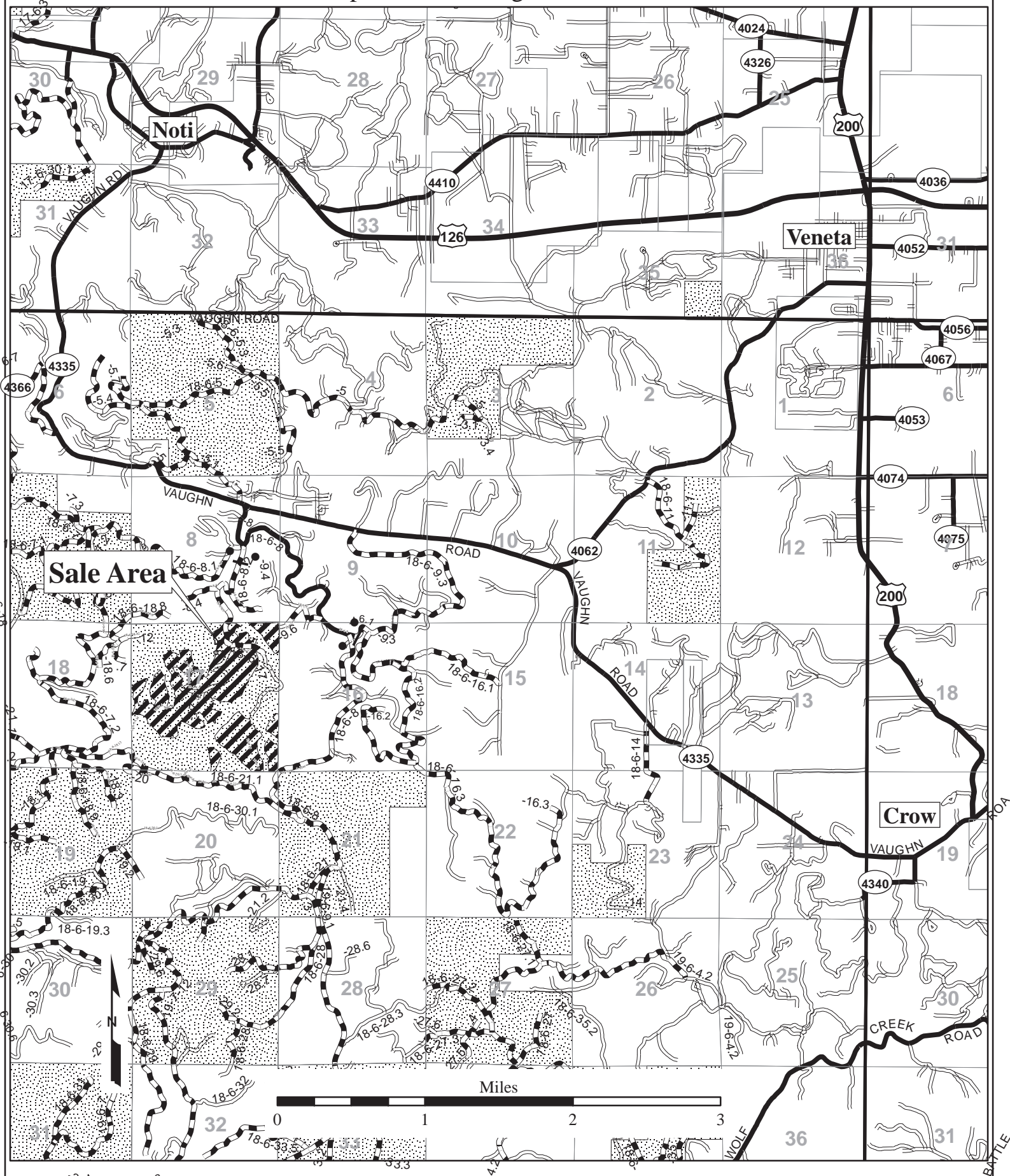
NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: Access to the sale is through a locked gate on private land. Prospective bidders may obtain a key from the Eugene District Office and proceed to the sale area. Any other persons interested in visiting the timber sale site should first contact Christopher Finn at (541) 683-6421.

From Eugene travel west on Highway 126 for approximately 9 miles to Territorial Highway and turn south. Travel approximately 0.6 mile and turn west on Bolton Hill Road. At the end of Bolton Hill Road, turn west onto Vaughn Road and proceed approximately 2 miles to the gate. Continue through the gate to the west on paved Road No. 18-6-8 approximately 0.2 mile to dirt Road No. 18-6-8.2 and turn south. Continue 0.4 mile to the end of the road and walk into the sale.

Timber Sale Location Map

Hardy Creek

Township 18 South, Range 6 West, Section 17



Seasonal Restriction Matrix

Restricted Periods are Shaded and X'd; 2-hour daily timing restrictions are X'd only.

	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
All operations except hauling																								
<u>Special Operating Area</u> <ul style="list-style-type: none"> April 1 – August 5, both days inclusive: Operations are prohibited. August 6-September 15, both days inclusive: Operations shall not begin until 2 hours after sunrise and shall cease 2 hours prior to sunset. 																								
Felling, yarding or loading																								
<u>Partial Harvest Area</u> <ul style="list-style-type: none"> April 15 – June 15, both days inclusive. Sap flow seasonal restriction may be conditionally waived. 																								
Ground-based yarding																								
<u>Partial Harvest Area</u> <ul style="list-style-type: none"> Typically October 1 – June 30; may vary due to weather conditions. 																								
Right-of-way logging and clearing																								
<u>Right-of-Way Areas</u> <ul style="list-style-type: none"> Typically October 1 – May 31; may vary due to weather conditions. 																								
In stream restrictions																								
<u>Road No. 18-6-8.4 at MP 0.5</u> <ul style="list-style-type: none"> June 30 – October 16. Stream crossing culvert replacement site work shall be completed within the stream channel below the normal high water line prior to timber haul. 																								
Hauling on natural-surfaced roads																								
<u>Partial Harvest Area</u> <ul style="list-style-type: none"> Typically October 15 – May 31; may vary due to weather conditions. 																								

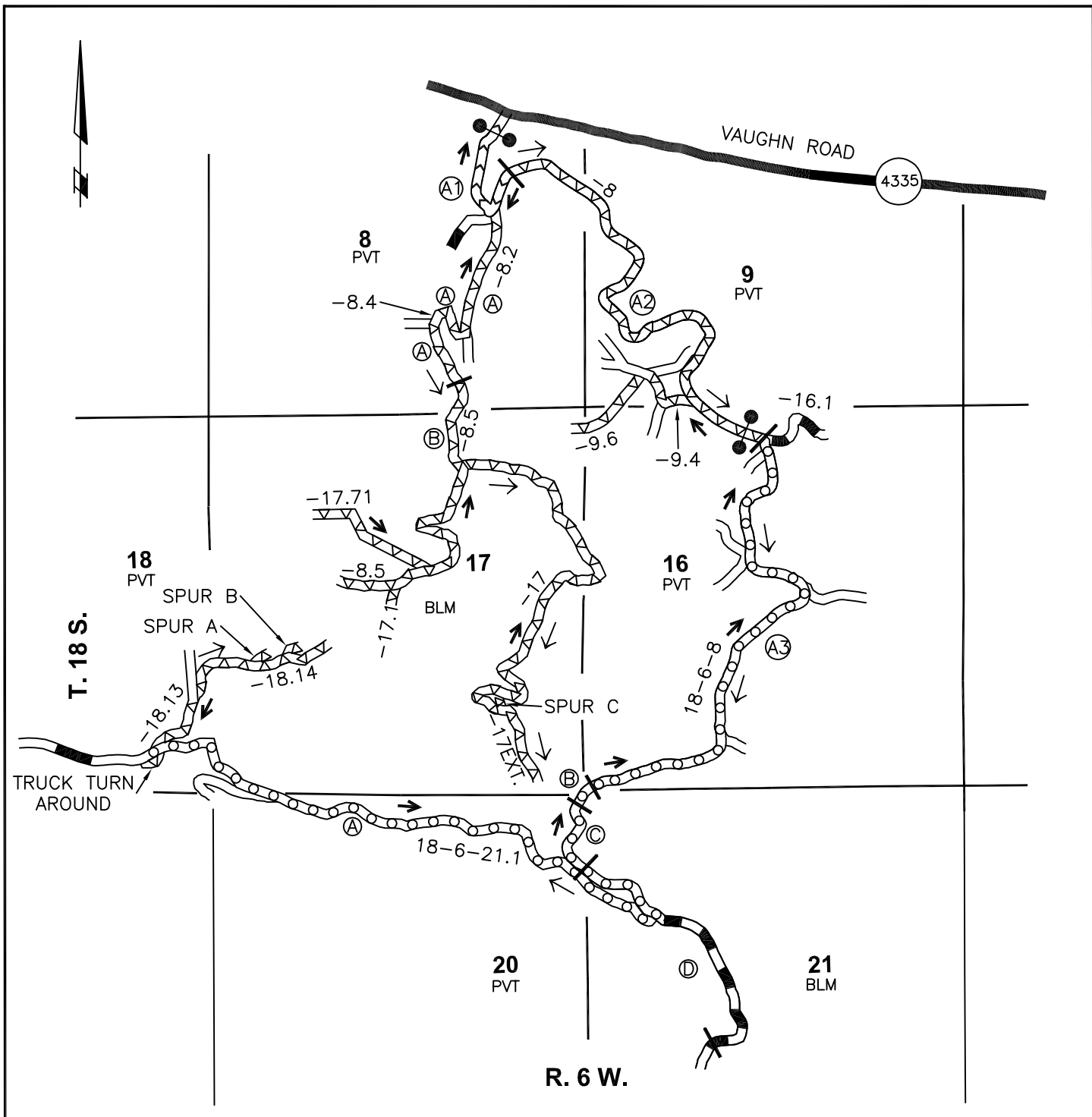
NOTE: This chart is for informational purposes only. Refer to Section 42 Special Provisions of the timber sale contract for exact date restrictions and stipulations.

Exhibit A

T.18 S., R.6 W., Sec. 17, Will. Mer. Eugene District



<u>Right-of-Way Area</u> – 13 Acres	(29.5 MBF/Acre)
Douglas-fir	384 MBF



SALE NAME: HARDY CREEK
 CONTRACT NO.: ORE05-TS13-508

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
 EUGENE DISTRICT SPRINGFIELD, OREGON

LEGEND

- PURCHASER MAINTAINED ROADS
- OT1 MAINTAINED ROADS
- ROSBORO MAINTAINED ROADS
- MINERAL HAUL ROUTE
- TIMBER HAUL ROUTE
- PAVED ROAD
- OTHER EXISTING ROCKED ROADS
- OTHER EXISTING ROADS
- SEGMENT BREAK
- ROAD SEGMENT
- GATE
- COUNTY ROAD

EXHIBIT D
ROAD MAINTENANCE MAP

T. 18 S., R. 6 W., WILL. MER.
 LANE COUNTY, OREGON

DESIGNED BY: L. PALACIOS
 DRAWN BY: L. PALACIOS
 DATE: 6/4/2013
 NO SCALE

SHEET 5 OF 5

SPECIAL PROVISIONS FOR LOGGING RESIDUE REDUCTION

Immediately upon completion of harvest on any individual units, logging slash at all landings shall be treated as follows:

CONSTRUCTION AND COVERING OF PILES

1. Purchaser shall pile logging slash at all landings as directed by the Authorized Officer.
2. Prior to commencement of slash reduction work, all equipment shall meet approval of the Authorized Officer.
3. With the approval of the Authorized Officer, the Purchaser shall have the option to hand pile.
4. All logging slash more than 2 feet long and between 1 and 6 inches in diameter at the large end shall be piled. In all cases, the debris after treatment shall be less than 6 inches deep.
5. Slash shall be piled as directed by the Authorized Officer. The piles shall be tight, free of mineral soil and free of projecting limbs or slash preventing adequate covering, and in locations suitable for burning. Piles shall be a minimum of 4 feet tall. Piles shall be no closer than 10 feet to residual trees.
6. Slash piles shall be covered with polyethylene plastic film 0.004 inch thick. Each pile shall have a 10 foot x 10 foot cover, and covering shall be anchored to the satisfaction of the Authorized Officer. Covering of all existing piles shall be completed by October 1 of each year, as directed by the Authorized Officer.

BURNING

7. Notwithstanding the provisions of Section 15 of this contract, the Government shall assume all obligations for the disposal or reduction of the fire hazards caused by slash created by the Purchaser's operations on Government lands, except for logging residue reduction and slash pullback operations listed above, and burning and fire control assistance as required herein. Upon phone notification by the Authorized Officer of required performance prior to ignition, the Purchaser shall, under supervision of the Authorized Officer or his designated representative, assist in pile burning and fire control. In addition, debris which has been buried at landings and is determined to be the source of holdover fire shall be excavated by the Purchaser with a tractor and/or hydraulic excavator as directed by the Authorized Officer.
8. The Purchaser shall furnish, at his own expense, the services of personnel and equipment on all units requiring burning as shown below.
 - One (1) work leader (Firefighter Type 1 (FFT1)) to supervise crew and to serve as Purchaser's representative.
 - One (1) additional firefighter (Firefighter Type 2 (FFT2)) for ignition of piles.
 - Two (2) drip torches with a sufficient quantity of slash fuel (3:1 ratio of diesel to gasoline, or biofuel equivalent).
 - Aluma-gel or other incendiary device.
 - One (1) chain saw with fuel.
 - One (1) hand tool per above listed personnel.

All listed personnel shall be physically fit, experienced and fully capable of functioning as required. In addition, all listed personnel shall be qualified according to the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide, PMS-310-1 and provide documentation of these qualifications.

On the day of ignition all listed personnel shall be fluent in speaking and understanding English, clothing shall consist of long pants and long sleeved shirts, and be of approved aramid fabric (Nomex™ or equivalent), as well as being free of diesel fuel oil. All personnel shall wear lug sole boots with minimum eight (8) inch tall uppers that provide ankle support, approved hardhats and leather gloves. Personnel who do not meet these requirements or do not have proper clothing and personal protective equipment (PPE) will not be allowed to participate.

All listed tools and equipment shall be in good usable condition. All power-driven equipment shall be fully fueled and available for immediate use. During periods of use under this subsection, the Purchaser shall provide fuel and maintenance for all such power-driven equipment.

9. In the event of a fire escapement, the Purchaser's personnel and equipment shall, under supervision of the Authorized Officer or his designated representative, take action to control and mop-up the escaped fire until released from such service by the Government. If it becomes necessary to suppress a fire which escapes from the prescribed fire area for a period beyond midnight of the day following ignition, then the Government shall, at its option: (1) reimburse the Purchaser for such additional use of personnel and equipment at wage rates shown in the current Administratively Determined Pay Rates for the Western Area and at equipment rates shown in the current Oregon-Washington Interagency Fire Fighting Equipment Rental Rates schedule until the Purchaser is released from such service by the Government, or (2) release the Purchaser from additional suppression work and assume responsibility for suppressing the escaped fire.

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

10. The Purchaser may be required to burn slash on a 12 hour notice, 10 days after the initial notice is received. Burning may need to be accomplished at night or on Saturday, Sunday, or holiday. Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the personnel and equipment required herein, the Purchaser shall be responsible for all additional cost incurred by the Government in disposing of slash including but not limited to the wages and other costs of providing federal employees and others as substitute labor force, the cost of providing substitute equipment and appropriate additional overhead expenses. If the Purchaser's failure results in a 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.

removal of personal property. Any improvements remaining on Government lands and rights-of-way at the end of the period for removal, or any extension, shall become the property of Government. Any equipment or other personal property remaining on Government

land and rights-of-way at the end of this period may be removed at the expense of Purchaser and disposed of in accordance with applicable law.

Sec. 41. Timber Reserved from Cutting - The following timber on this contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government.

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 Contracting Officer.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day first above written.

If Individual or Partnership, sign here:

If Corporation, sign here:

(Name of Firm)

(Name of Corporation)

(Signature)

(Signature)

(Address)

(Title)

(Signature)

UNITED STATES OF AMERICA

(Address)

By _____
(Signature)

(Signature)

(Title)

(Address)

(Date)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(If Purchaser is a corporation, the following certificate must be executed by the Secretary or Assistant Secretary of the Corporation.)

I, _____, certify that I am the _____ Secretary of the corporation named as Purchaser herein; that _____, who signed the contract was then _____ of said corporation, that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signature: _____

SEC. 41 - Timber Reserved From Removal and/or Cutting

- (a) All timber on the Reserve Area shown on Exhibit A and all blazed, orange painted and posted trees which are on or mark the boundaries of the Reserve Area.
- (b) All trees marked with orange paint above and below stump height in the Partial Harvest Area shown on Exhibit A.
- (c) All snags, hardwoods, or Pacific yew trees in the Partial Harvest Area shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer. Snags, hardwoods, or Pacific yew trees felled shall be retained on site.
- (d) Approximately 130 trees marked with yellow paint above and below breast height in the Approximate Location of Special Habitat Trees shown on Exhibit A. These trees shall not be felled or damaged during logging operations.
- (e) Any yellow-painted trees that are located outside of the Partial Harvest Area and are not shown on Exhibit A; these are Special Habitat Trees and shall not be felled or damaged during logging operations.
- (f) All existing decay class 3, 4 and 5 logs in the Partial Harvest Area shown on Exhibit A. Decay classes are illustrated on Exhibit I, which is attached hereto and made a part hereof.

SEC. 42 - Special Provisions

(a) Logging

- (1) Before beginning operations on the contract area for the first time or after a shutdown of 14 or more days, the Purchaser shall notify the Authorized Officer in writing of the date he plans to begin operations. This written notification must be received by the Authorized Officer no less than 14 days prior to the date the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of 10 or more days.
- (2) Prior to the 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. All logging shall be done in accordance with the plan.
- (3) In the Partial Harvest Area shown on Exhibit A, all trees designated for cutting shall be felled and cut into log lengths not to exceed 40 feet before being yarded.
- (4) In the Partial Harvest Area shown on Exhibit A, non-merchantable tree tops and limbs shall be retained on site where the source tree is felled, where operationally possible.
- (5) No felling, yarding, or loading shall be permitted in or through the Reserve Area shown on Exhibit A, except where allowed in Section 42(a)(6).
- (6) In the Reserve Area shown on Exhibit A, logs may be yarded over streams. Yarding shall be done in accordance with Section 42(a)(13). Trees felled in the Reserve Area for these cable corridors shall be felled parallel to the stream unless otherwise directed by the Authorized Officer and shall be retained on site.
- (7) No felling or yarding shall be conducted in the Partial Harvest Area shown on Exhibit A from April 15 to June 15 of each year, both days inclusive, for sap flow. Purchaser shall request waivers of this restriction in writing at least 10 days in advance of proposed operations.
- (8) With the exception of hauling, daily operations within the Special Operating Area and Special Tailhold Area shown on Exhibit A shall not be permitted from April 1 through August 5 of each year, both days inclusive. This restriction shall not be waived.

- (9) With the exception of hauling, daily operations within the Special Operating Area and Special Tailhold Area shown on Exhibit A shall not begin until at least 2 hours after sunrise and shall cease at least 2 hours prior to sunset from August 6 through September 15 of each year, both days inclusive. This restriction shall not be waived.
- (10) No yarding or hauling shall be conducted on natural surfaced roads during periods of wet weather, as determined by the Authorized Officer.
- (11) 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.
- (12) No logging equipment shall be attached to any of the Special Habitat Trees reserved in accordance with Section 41(d) and 41(e). These trees shall not be felled or damaged during logging operations.
- (13) In the Partial Harvest Area shown on Exhibit A, except where ground-based yarding as allowed in Section 42(a)(14), yarding *shall* be done with a skyline system capable of yarding 1,800 feet slope distance from the landings and laterally yarding at least 75 feet from the skyline roads. The carriage shall be capable of being held in position on the skyline during lateral yarding. Skyline roads shall be spaced a minimum of 150 feet apart at one end, unless otherwise approved by the Authorized Officer. During yarding the lead end of the log shall be suspended clear of the ground. Full suspension shall be required when yarding over streams. Intermediate supports and/or lift trees may be needed. Before clearing any skyline road necessary for yarding in the Partial Harvest Area, the Purchaser shall:
 - (aa) Mark the location of the skyline road on the ground with fluorescent pink flagging. Such skyline roads shall be limited to the minimum width necessary for yarding of logs with minimum damage to reserve trees but, in any case, the width of each skyline road shall not exceed 12 feet, measured between trunks of reserve trees, unless otherwise approved in writing by the Authorized Officer.
 - (bb) Obtain written approval from the Authorized Officer of the location of all proposed skyline roads.
 - (cc) Locate cable corridors over streams and above stream channel initiation points (headwalls), so that they are within 45 degrees of perpendicular to the stream, where possible.
 - (dd) Identify on the ground all trees in the Special Tailhold Area shown on Exhibit A that would be impacted by skyline roads, and obtain approval by the Authorized Officer prior to cutting the adjacent harvest area.
- (14) In the Partial Harvest Area shown on Exhibit A, where slopes are less than 35%, yarding *may* be done by equipment operated entirely on designated skid trails during periods of low soil moisture. Trees shall be felled to the lead of the skid trails where possible. Before felling and yarding any timber in the area to be logged by ground-based equipment, the Purchaser shall locate and construct designated skid trails as follows:
 - (aa) Mark the location of designated skid trails on the ground with fluorescent pink flagging in consultation with the Authorized Officer.
 - (bb) Space designated skid trails at a minimum of 150 feet apart unless otherwise agreed to in writing by the Authorized Officer.
 - (cc) Use existing skid trails where possible.
 - (dd) Obtain written approval from the Authorized Officer of the location of all designated skid trails.
 - (ee) Limit the width of each skid trail to a maximum of 12 feet.
 - (ff) Limit excavation on designated skid trails to a maximum cut of 1 foot and maximum length of 1,000 feet at any one location with prior approval of the Authorized Officer.

- (gg) Obtain written approval of completed construction from the Authorized Officer prior to commencing logging operations.
 - (hh) Within 210 feet of streams, locate skid trails at least 75 feet from the posted boundary.
- (15) Before cutting and removing any trees necessary to facilitate logging in the Partial Harvest Area shown on Exhibit A, the Purchaser shall identify the location of the skid trails in accordance with Section 42(a)(14), cable yarding roads in accordance with Section 42(a)(13), and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the logging plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding the following conditions must be met:
- (aa) All skid trails and/or 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 skid trail and/or cable yarding road shall be limited to 12 feet.
 - (bb) With the exception of the Special Tailhold Area shown on Exhibit A, the Purchaser may immediately cut and remove additional timber to clear skid trails and cable yarding roads; 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 Section 3(b) of the contract or sufficient bonding has been provided in accordance with Section 3(f) of the contract.
 - (cc) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless the value of the timber must be reappraised subject to the terms for contract extension set forth in Section 9 of the contract.
 - (dd) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.
 - (ee) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Section 8 or Section 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.

- (16) In accordance with the requirements of Section 8 of the contract it has been determined that it is in the best interest of the Government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in the Partial Harvest Area, which is obstructing needed cable yarding roads; hazardous to workers; needed for guyline, tailhold, and/or tieback trees; or severely damaged from the normal conduct of felling or yarding operations to meet all applicable State safety laws, codes or regulations. This timber must be cut or removed so that the Purchaser can continue active felling and yarding operations. The Purchaser is, therefore, authorized to cut and remove such additional timber in accordance with the provisions of Section 8 of the contract: provided, however, that:
- (aa) Trees reserved under Section 41 of the contract for wildlife habitat objectives, and trees in the Special Tailhold Area shown on Exhibit A are not included in the authorization.
 - (bb) The Purchaser shall identify each tree sold and cut in accordance with the provision by marking the cut surface of the stump immediately after falling with a large "X". The "X" shall be cut with a chain saw. The stump shall be marked with plastic flagging so that the stump can be visually located from a distance of not less than 100 feet.
 - (cc) The volume and price for such timber shall be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and paid for by the Purchaser in accordance with Section 3(b) or 3(f) of the contract as required by Section 8 of the contract.
 - (dd) No timber may be cut or removed under the terms of this provision if all contract payments required by Section 3(b) or 3(f) of the contract have been made.
 - (ee) The permission to fell and yard additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:
 - (1) failed to properly mark any stump with the "X" cut.
 - (2) failed to identify the location of any stump.
 - (3) cut any tree reserved for wildlife habitat objectives, including those trees in the Special Tailhold Area shown on Exhibit A.
 - (4) cut any tree in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
 - (5) cut any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground based yarding.
 - (6) failed to properly segregate any pulled over tree that was yarded to the landing.
 - (7) cut any reserve tree that was not severely (as defined during the prework conference and documented in the approved logging plan) damaged from felling and yarding operations.
 - (8) cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
 - (9) cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.
 - (10) cut more than the minimum number of trees necessary to properly serve as tie-backs for topped tailhold trees.
 - (11) failed to maintain accurate and current (no more than 24 hours old) documentation of cut and removed timber.

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

If the permission to cut and remove additional timber provision is withdrawn, the Purchaser shall inform the Authorized Officer at least two (2) working days prior to the need for cutting and yarding any guyline tree, tailhold tree, tie-back tree, danger tree, corridor tree, pulled over tree, and severely damaged tree. All sales of additional timber shall comply with Section 8 of the contract.

The Contracting Officer may order the Purchaser, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the Government to safely measure and mark additional timber.

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

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

(b) Road Construction, Renovation, Improvement, Use, and Maintenance

- (1) The Purchaser shall construct Spurs A, B, and C and Road Nos. 18-6-17 Ext. and 18-6-18.14, renovate Road Nos. 18-6-8.2, 18-6-8.4, 18-6-8.5, 18-6-9.4, 18-6-9.6 (portion), 18-6-17 (portion), 18-6-17.1, 18-6-17.71, and 18-6-18.13 and improve Road No. 18-6-9.6 (portion) and 18-6-17 in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Exhibit C contains 27 sheets.
- (2) Prior to removal of any timber, except right-of-way timber, the required construction, renovation and/or improvement of the haul route for that timber shall be completed as specified in Exhibit C.
- (3) In stream work for the stream crossing culvert replacement located on Road No. 18-6-8.4, MP. 0.05 shall be completed between July 1 and October 15, both days inclusive.
- (4) The Purchaser shall rock Spurs A, B and C and Road Nos. 18-6-8.2, 18-6-8.4, 18-6-9.6 (portion), 18-6-17, 18-6-17 Ext., 18-6-18.13, and 18-6-18.14 for wet weather haul. Rocking shall be in accordance with Exhibit C. If the Purchaser exercises the option to not rock any of these roads, the purchase price will be increased by the cost of surfacing as appraised at the time of sale.
- (5) The Purchaser shall have the option to rock Road Nos. 18-6-8.5 (portion), 18-6-17.1, and 18-6-17.71 at the Purchaser's expense. Rocking shall be in accordance with Exhibit C.
- (6) Purchaser Maintenance: The Purchaser is authorized to use the roads listed below and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management and/or Oxbow Timber 1, LLC (OT1) for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C, provided that the Purchaser comply with the conditions set forth in Section 42(b)(7), and Section 42(e)(8).

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
Spur A	0.05	BLM	Rock
Spur B	0.04	BLM	Rock
Spur C	0.02	BLM	Rock
18-6-8A2	1.44	OT1	BST
18-6-8.2	0.34	OT1	Rock
18-6-8.4	0.15	OT1	Rock
18-6-8.5 por.	0.13	OT1	Rock
18-6-8.5 por.	0.25	BLM	Rock
18-6-8.5 por.	0.73	BLM	Natural
18-6-9.4	0.23	OT1	Rock

18-6-9.6 por.	0.15	OT1	Rock
18-6-9.6 por.	0.01	BLM	Rock
18-6-17	1.62	BLM	Rock
18-6-17.1	0.06	BLM	Natural
18-6-17.71	0.25	BLM	Natural
18-6-18.13	0.24	OT1	Rock
18-6-18.14	0.44	BLM	Rock
Truck Turn Around	0.09	OT1	Rock

- (7) Except for the road maintenance in accordance with Section 42(b)(8), the Purchaser shall perform any required road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications", of this contract, which is attached hereto and made a part hereof.
- (8) In the use and renovation of Road Nos. 18-6-8 Segs. A2, A3, B, C and D (portion), 18-6-8.2 Seg. A, 18-6-8.4 Seg. A, 18-6-8.5 Seg. A, 18-6-9.4 Seg. A, 18-6-9.6 Seg. A, 18-6-18.13, 18-6-21.1 Seg. A, and the Truck Turn Around, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. E-308 between the United States of America and Oxbow Timber 1, LLC. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed License Agreement. Default by the Purchaser of said Right-of-Way and Road Use Agreement, or any License Agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. Said agreement is available for inspection at the Bureau of Land Management, Eugene District Office, 3106 Pierce Parkway Suite E, Springfield, Oregon. Such conditions include but are not limited to the following actions by the Purchaser:
- (aa) Obtain a license agreement from Oxbow Timber I, LLC. The license agreement and insurance certificate shall be delivered to Oxbow Timber 1, LLC at least 15 days prior to use of company roads.
 - (bb) Furnish a performance bond in the amount of Ten Thousand and 00/100 dollars (\$10,000.00).
 - (cc) Maintain comprehensive liability insurance covering all operations, including vehicles, in amounts not less than One Million and 00/100 dollars (\$1,000,000.00) bodily injury for injury to any one person, One Million and 00/100 dollars (\$1,000,000.00) for any one occurrence and One Million and 00/100 dollars (\$1,000,000.00) property damage for any one occurrence.
 - (dd) Pay a lump sum road use fee of Four Thousand Eight Hundred Thirty-one and 05/100 dollars (\$4,831.05) prior to log hauling.
 - (ee) Pay a lump sum road maintenance and rockwear fee of Ten Thousand Three Hundred Eighty-one and 77/100 dollars (\$10,381.77) prior to log hauling. All road maintenance fees due as a result of modification shall be due at the time of modification and at a rate per MBF equal to the appropriate BLM fee current at the time of hauling.
 - (ff) Prior to cutting any merchantable timber belonging to Oxbow Timber 1, LLC, the Purchaser shall contact Dave Friedlein with Oxbow Timber 1, LLC at 541-679-2643 a minimum of 60 days so the merchantable timber can be cruised, appraised, and purchased at market value at the time of operations.
 - (gg) Maintain Road Nos. 18-6-8 Seg. A2, 18-6-8.2, 18-6-8.4, 18-6-8.5, 18-6-9.4, 18-6-9.6, and 18-6-18.13 and the Truck Turn Around.
- (9) In the use of Road No. 18-6-8 Seg. A1, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. E-308 between the United States of America and Rosboro, LLC. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed License Agreement.

Said agreement is available for inspection at the Bureau of Land Management, Eugene District Office, 3106 Pierce Parkway Suite E, Springfield, Oregon. Such conditions include but are not limited to the following actions by the Purchaser:

- (aa) Obtain a license agreement from Rosboro, LLC. The license agreement and insurance certificate shall be delivered to Rosboro, LLC at least 15 days prior to use of company roads.
 - (bb) Furnish a performance bond in the amount of Ten Thousand and 00/100 dollars (\$10,000.00).
 - (cc) Maintain comprehensive liability insurance covering all operations, including vehicles, in amounts not less than One Million and 00/100 dollars (\$1,000,000.00) bodily injury for injury to any one person, One Million and 00/100 dollars (\$1,000,000.00) for any one occurrence and One Million and 00/100 dollars (\$1,000,000.00) property damage for any one occurrence.
 - (dd) Pay a lump sum road maintenance fee of One Thousand Nine Hundred Fifty-eight and 53/100 dollars (\$1,958.53) prior to log hauling. All road maintenance fees due as a result of modification shall be due at the time of modification and at a rate per MBF equal to the appropriate BLM fee current at the time of hauling.
- (10) The Purchaser also agrees that if he elects to use any private road, other than those provided for in this contract, which is the subject of a right-of-way agreement with the Government, for the removal of Government timber sold under the terms of this contract, he shall request and agree to the modification of this contract to provide for such use.

(c) Environmental Protection

- (1) Upon each season's shutdown and prior to the onset of wet weather, the Purchaser shall block skid trails and natural surfaced roads as directed by the Authorized Officer, and shall place them in an erosion-resistant condition by constructing drainage dips, waterbars, and/or lead-off ditches. The waterbars and drainage dips shall be constructed in accordance with the specifications shown on Exhibit H, which is attached hereto and made a part hereof. Exhibit H contains 2 sheets. Blocking shall be completed as directed by the Authorized Officer.
- (2) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall, upon completion of hauling, complete the following decommissioning measures according to the road schedule below. All decommissioning shall be completed during the dry season and as directed by the Authorized Officer.
 - (aa) Decompact skid trails and natural surfaced roads and landings with decompaction equipment, such as a track-mounted excavator.
 - (bb) Construct drainage dips, waterbars and/or lead-off ditches, and remove all culverts and cross drains as directed by the Authorized Officer. Waterbars and drainage dips shall be constructed in accordance with the specifications shown on Exhibit H.
 - (cc) Place logging slash, where available, on decompacted skid trails.
 - (dd) Block at entry points using stumps, slash, and/or cull logs as directed by the Authorized Officer.

		If not rocked				If rocked		
		(aa)	(bb)	(cc)	(dd)	(bb)	(cc)	(dd)
Road Number	Road Rocking	Decompact	Drainage	Logging Slash	Block	Drainage	Logging Slash	Block
Skid Trails	N/A	X	X	X	X	X		
Spur A	Required	X	X			X		
Spur B	Required	X	X			X		
Spur C	Required	X	X			X		
18-6-8.2	Required					X		
18-6-8.4*	Required					X		
18-6-8.5*	Required	X	X			X		
18-6-9.4	Optional					X		
18-6-9.6	Required	X	X			X		
18-6-9.6	Required					X		
18-6-17*	Required	X	X			X		
18-6-17ext.	Required	X	X			X		
18-6-17.1	Optional	X	X			X		
18-6-17.71	Optional	X	X			X		
18-6-18.13	Required		X			X		
18-6-18.14	Required		X			X		X

*Remove stream crossing culverts between July 1 and October 15, both days inclusive.

- (3) On Road No. 18-6-8.4, MP 0.05, the Purchaser shall remove the culvert with reasonable care to allow it to be reused. The culvert shall be loaded and transported to the BLM Maintenance shop located in Walton, Oregon. During removal, the Purchaser shall implement water quality control techniques in order to minimize turbidity and sediment from entering the stream. In stream work to remove the stream crossing culvert located on Road No. 18-6-8.4, MP. 0.05 shall be completed between July 1 and October 15, both days inclusive. These may include but are not limited to the following:

- (aa) Use of high volume pumps to divert stream flow.
- (bb) Use of straw, geotextile or straw and geotextile fabric to form temporary sediment detention ponds immediately upstream and downstream.

The Purchaser shall furnish a culvert extraction plan, in writing, a minimum of two weeks prior to operations to be approved by the Authorized Officer.

- (4) Cable yarding corridors shall be waterbarred immediately after use, if necessary to prevent erosion, as determined by the Authorized Officer.
- (5) In order to prevent the spread of noxious weeds, the Purchaser shall be required to clean logging, road construction, road renovation, road improvement, decommissioning, and slash disposal equipment, using a water pressure hose, prior to entry onto BLM lands as directed by the Authorized Officer.
- (6) The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:
- (aa) 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;

- (bb) 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 Eugene 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;
- (cc) 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;
- (dd) 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;
- (ee) 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;
- (ff) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (gg) 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;
- (hh) when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser.

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

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser.

Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

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

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

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

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

(d) Fire Prevention and Slash Disposal

- (1) Fire Prevention and Control. Primarily for purposes of fire prevention and control, the Purchaser shall, 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, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.
- (2) Fire Hazard Reduction. In addition to the requirements of Section 15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measures required by this contract:
 - (aa) Pile and cover all slash on landings in the Partial Harvest Area, including landing piles resulting from yarding.

All work shall be completed in accordance with Provisions 1-6 of Exhibit F, which is attached hereto and made a part hereof. Exhibit F contains 2 sheets.

- (bb) Burn all resulting slash piles. All work shall be completed in accordance with Provisions 7-10 of Exhibit F.
- (cc) In lieu of performing slash disposal as identified in Section 42(d)(2)(aa) and Section 42(d)(2)(bb), the Purchaser may remove material identified for slash disposal after notifying the Authorized Officer in writing. Any material identified for slash disposal that is not removed in accordance with this provision shall be treated in accordance with Section 42(d)(2)(aa) and Section 42(d)(2)(bb). Upon completion of slash removal, the Purchaser shall report tonnage of slash removed in accordance with this provision.

(e) Optional Contributions

- (1) The Purchaser shall perform all pile burning in accordance with Section 4(d)(2)(bb). The Purchaser shall have the option of completing this work, or in lieu thereof, making a contribution to the Bureau of Land Management in the amount of Five Hundred Seventy-three and 77/100 dollars (\$573.77). The amount of contribution shown above shall be paid prior to cutting. The Purchaser shall notify the Authorized Officer in writing of his intention to make this contribution prior to the date of execution of the contract. Upon making such contribution, the Purchaser shall be relieved of obligations set out in this subsection.
- (2) If the Purchaser has made such a contribution, and later elects to remove *all* material identified for slash disposal in accordance with Section 42(d)(2)(cc), the entire contribution will be refunded to the Purchaser.

(f) Miscellaneous Provisions

- (1) The Purchaser agrees that the United States, its power permittees, lessees, and licensees, shall not be responsible or held liable or incur any liability for the damage, destruction, or loss of any land, crops, facility installed or erected, income, or other property or investment resulting from the use of such lands or portions thereof for power developments at any time where such power development is made by, or under the authority of, the United States.
- (2) 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. 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, the purchase price of this contract shall be reduced by Four Thousand One Hundred Ninty-seven and 75/100 dollars (\$4,197.75). In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of Four Thousand One Hundred Ninty-seven and 75/100 dollars (\$4,197.75) which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling. Scaling shall be conducted in accordance with the Northwest Log Rules Eastside by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report will be made available to the Purchaser upon request.

(g) Log Export and Substitution

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

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

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

- (aa) Date of last export sale.
 - (bb) Volume of timber contained in last export sale.
 - (cc) Volume of timber exported in the past twelve (12) months from the date of last export sale.
 - (dd) Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.
 - (ee) Volume of timber exported in succeeding twelve (12) months from date of last export sale.
 - (ff) Volume of Federal timber purchased in succeeding twelve (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 Form 5460-16 (Certificate as to Nonsubstitution and the Domestic Processing of Timber). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

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

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

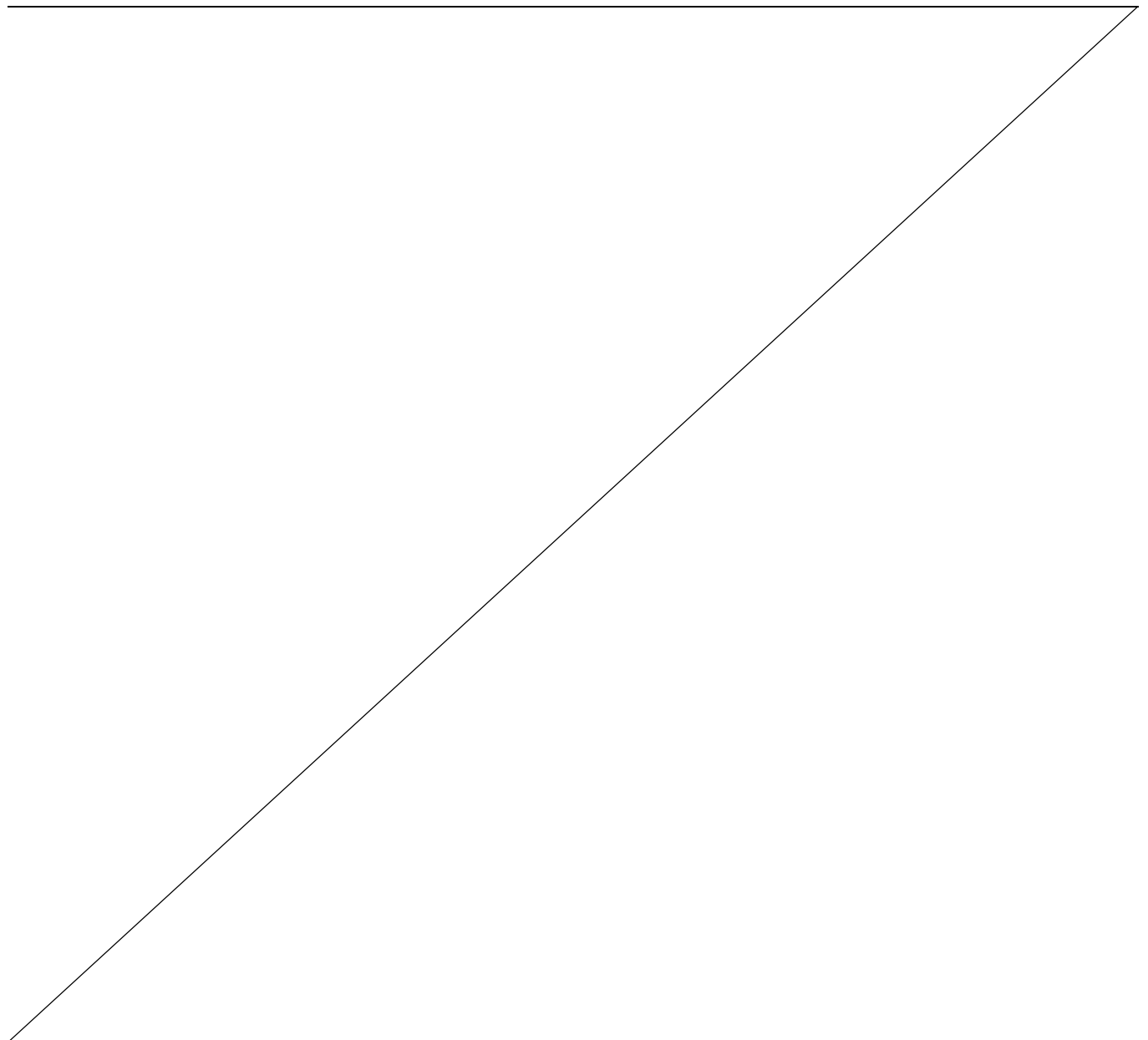
Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs with a scaling diameter (small end inside bark) of over 10 inches, prior to the removal of timber from the contract area. All loads of 11 logs or more will have a minimum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

The purchaser will stop trucks for accountability monitoring at mutually agreed upon location 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.

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



Planning Unit	Siuslaw	
Type of Sale	Advertised	
Time for Cutting & Removal	36	Mos.
Time for Removal of Personal Property	1	Mos.

[illegible]

Subdivisions or Cutting Areas	Cutting Volumes by Species by MBF								Total Cutting Volume	Cutting Area Acres	
	DF	WH								Partial	Clear
PH Area 1	5,174	39							5,213	273	
R/W Area	384								384		13
TOTAL	5,558	39							5,597	273	13

Profit & Risk Allowance

Basic Profit & Risk	11	%
Additional Risk		
Low 1%		%
Medium 2%	2	%
High 3%		%
Total Profit & Risk	13	%

Tract Features

Ave Log (Bd. Ft.): D-fir	70	69	DBH:17.2
Recovery D-fir	94	% All 94	%
Salvage D-fir	0	% All 0	%
Ave Volume per Acre	16		MBF
Ave Yarding Slope	35		%
Ave Yarding Distance	500		Ft.
Ave Age	73		Years
Volume Highlead			%
Volume Skyline	81		%
Volume Cat	19		%
Volume Aerial			%

Road Construction / Improvements (100' Sta)

Class	SN-14	No. Sta.	61.07 (Constr)
Class	SN-14	No. Sta.	147.83 (Renov)
Class	SN-14	No. Sta.	40.66 (Improv)

Cruise

Cruised by M.Rainey, J.Rainey, Rule, Dotson, Cranmer, Zimmerlee
Date April 2013
Type of Cruise PH Areas-Variable Plot, R/W Area-3P

Volume (MBF-Net Merch)

Green	5,597	Salvage	0
D-fir Sawlog	5,558	Peeler	0
Export Volume		Ø	

Expert Reports _____
Purchaser _____
Address _____

Contract No. ORE05-TS13-508

Weighted Miles to Utilization Center	23
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OR-5420-1a
(June 1986)

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management
STUMPAGE COMPUTATION
MBF

District Eugene
ATSP Tract No. E-13-508
ADP No. _____
Sale Name Hardy Creek

Species	Realization Value	Mfg. Costs (-)	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marg. * Logs (/)	Stumpage
Douglas-fir	---	---	\$521.93	\$260.89	\$67.85		\$193.19
Western hemlock	---	---	\$418.01	\$260.89	\$54.34		\$102.77
Wt. Average			\$521.21				\$192.56

*Marginal Log Volume N/A MBF X \$/MBF Marg. Log Value
Marginal Log Value \$ = \$ Marginal Log Value/MBF
(D-fir Net Volume) MBF

APPRAISED PRICE SUMMARY

TEA RVA X Market Value

(Check one)

Number Trees		Species	Volume	Appraised Price		Bid Price	
Un-Merch	Merch			\$/M	Value	\$/M	Value
---	14,103	Douglas-fir	5,558 MBF	\$193.00	\$1,072,694.00		
---	227	W. hemlock	39 MBF	\$103.00	4,017.00		
---	14,330	TOTALS	5,597 MBF		\$1,076,711.00		

LOG GRADES (By Percent)

				2 Saw	3 Saw	4 Saw
Species	Code #1	#2	#3	#4	#5	#6
Douglas-fir				61	36	3
Western hemlock				32	57	11

Appraised By: Albert Rule
Appraisal Reviewed By: Cynthia L. Phillips

Date: June 2013
Date: July 2013