

PROSPECTUS



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Springfield Interagency Office, Northwest Oregon District
3106 Pierce Parkway Suite E, Springfield, Oregon 97477
<http://www.blm.gov>

September 26, 2018

Parcel No. 1
Eugene Master Unit
Contract No. ORN05-TS19-514
Upper Willamette Field Office

Garoutte Road - SBA Set-Aside Sale

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 his representative, at the **NORTHWEST OREGON DISTRICT'S SPRINGFIELD INTERAGENCY OFFICE, 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON**. The timber sale will commence at 10:00 a.m. on Thursday, **October 25, 2018**.

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 September 26, 2018. 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.

FOR SBA SET-ASIDE TRACTS, the bidder must not have been determined by the Small Business Administration to be ineligible for preferential award for set-aside sales and must accompany the bid deposit with a self-certification statement that the bidder is qualified as a small business concern as defined by the Small Business Administration in its regulations, Title 13, Chapter I, Part 121 (Revision 7) as amended, of the Code of Federal Regulations. The Form 5430-1 Self Certification Statement is attached hereto. The successful bidder will be required to sign SBA Form 723 "Small Business Certification Required on All Preferential Sales of Set-Aside Timber" at the time the timber sale contract is signed. Section 2(a) of Form 723 requires that successful bidders on SBA set-aside tracts must comply with delivery requirements pertaining to timber volume. No more than 30 percent of the timber volume from a set-aside sale may be delivered for manufacturing to a business that is not a small business, as defined by the SBA (13 CFR 121.507 (a)). A copy of SBA form 723 is attached.

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 Northwest Oregon District's Springfield Interagency Office. A copy of the timber sale contract is also available for inspection at the Springfield Interagency Office. This prospectus includes maps and tables that cannot be made Section 508 compliant. For help with its data or information, please contact the Northwest Oregon District's Springfield Interagency Office at (541) 683-6776.

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 ASSESSMENT was prepared for this sale, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for this sale at the Northwest Oregon District's Springfield Interagency Office.

ACCESS to a sale may be through a locked gate (see individual sale information). Prospective bidders may obtain a key from the Northwest Oregon District's Springfield Interagency Office. Any other persons interested in visiting the timber sale site should first contact the office at (541) 683-6164.

Attachments:

- Form 5440-9
- Form 5430-11
- Form 5450-17
- Form 5450-22
- Form 5430-1
- SBA Form 723

NORTHWEST OREGON DISTRICT
UPPER WILLAMETTE FIELD OFFICE

**TIMBER SALE NOTICE
LUMP SUM
EUGENE MASTER UNIT
SBA SALE**

PARCEL NO.: 1
SALE DATE: October 25, 2018

Garoutte Road
Contract No.: ORN05-TS19-514
Lane County, Oregon: O&C: Oral Auction

Bid Deposit Required: \$93,300.00

All timber designated for cutting on Lots 7, 9, 12, E1/2SW1/4, W1/2SE1/4, Section 31, T. 20 S., R. 2 W., Will. Mer.
DLC 39, T. 21 S., R. 2 W., Will. Mer.

Estimated Volume 32' Log (MBF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Approx. Price
2,382	Douglas-fir	2,727	\$329.90	\$899,637.30
116	Grand fir	141	\$169.50	\$23,899.50
23	Incense-cedar	30	\$202.70	\$6,081.00
7	Western hemlock	9	\$137.30	\$1,235.70
5	Bigleaf maple	6	\$67.30	\$403.80
3	Western redcedar	4	\$422.50	\$1,690.00
2,536	Totals	2,917		\$932.947.30

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 are estimates derived from the 16 foot volumes.

CRUISE INFORMATION: Volume for Douglas-fir and grand fir in the Regeneration Harvest Area has been cruised using the 3P system to select sample trees. 81 sample trees have been cruised. The sample trees have been cruised and the volume computed using the **National Cruise Processing Program** for estimating volume in 16 foot lengths, and the volume expanded to a total volume. A map showing the location and description of these sample trees is available at the Springfield Interagency Office. The timber volumes for incense-cedar, western redcedar, bigleaf maple, and western hemlock in the Regeneration Harvest Area were based on a 100% cruise using the **National Cruise Processing Program** for estimating board foot volume of trees in 16 foot logs.

Volume for all Douglas-fir, grand fir, and western hemlock in the Partial Harvest Area was variable plot cruised. Plot data is then used to calculate v-bar and basal area per acre using the **National Cruise Processing Program**. The basal area in the Regeneration Harvest Area was determined with a Relaskop using a 20 BAF and contained a total of 103 plots. 58 sample trees were randomly selected on these plots to determine v-bar. All right-of-way volume was 3P cruised. 17 sample trees have been cruised. The sample trees have been cruised and the volume computed using the **National Cruise Processing Program** for estimating volume in 16 foot lengths, and the volume expanded to a total volume. A map showing the location of the sample trees is available at the Springfield Interagency Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 15.9" DBHOB; the average log contains 68 bd. ft.; the total gross merchantable volume is approximately 2,893 MBF; and 94% recovery is expected.

CUTTING AREA: Approximately 46 acres shall be regeneration harvested, 45 acres partially harvested, and approximately 2 acres of right-of-way shall be clearcut.

ACCESS: Access to the sale is provided by:

1. A public road;
2. BLM existing roads;
3. BLM roads to be constructed.

ROAD MAINTENANCE: The Purchaser shall pay to the BLM a rockwear fee of \$1,215.13. See the Exhibit D map for specifications of road maintenance responsibility. Only the map page of the Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

In addition to the quantities shown below, 200 cubic yards (truck measure) of maintenance rock (gradation to be determined by Authorized Officer) is required. Additional road reinforcement (rocking) may be required for wet weather haul and will be at the Purchaser's expense.

ROAD CONSTRUCTION:

Spurs 31A, 31B, 39A, 39A1, 39A2, 39B, and 39C

Length: 53.42 Stations

Class: SN-14

Special Requirements: Operations limited to periods of dry weather.

ROAD RENOVATION:

Road Nos. 20-2-31, 21-2-5, and 21-2-6

Length: 68.77 Stations

Class: SN-14

Special Requirements: Culvert replacement on streams shall be done between June 1 and October 31 (both days inclusive).

Rock Source: Commercial – Cottage Grove Vicinity

Estimated Rock Quantities (CY truck measure)

<u>3/4" Minus</u>	<u>1-1/2" Minus</u>	<u>3" Minus</u>	<u>6" Minus</u>
160	959	2,466	1,106

CULVERTS:

<u>Diameter:</u>	<u>Length:</u>	<u>Number:</u>
18"	265'	7
24"	30'	1

Total Estimated Exhibit C Road Costs (construction and renovation): \$136,251.34

ROAD DECOMMISSIONING:

Spurs 31A, 31B, 39A Por., 39A1, 39A2, 39B, and 39C

Barriers: 2

Fence Repairs: 5

Estimated Cost of Decommissioning: \$3,665.35

Special Requirements: Operations limited to periods of dry weather.

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 maintenance, logging methods, prevention of erosion, logging residue reduction, and submission of a written logging plan specifying landing locations and logging schedule.

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

A revised 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: (1) Comply with the Endangered Species Act or to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), or; (2) Comply with a court order, or; (3) Protect species which were identified for protection in accordance with management direction established in the ROD and RMP.

OTHER SPECIAL REQUIREMENTS:

1. There is a weight restriction from October 1 through June 1 (both dates inclusive) on Lane County-owned, Garoutte Road.
2. In the Special Operating Area no operations including but not limited to: felling, yarding, loading, hauling, road renovation, and road maintenance shall be conducted from January 1 to August 31 of each year.
3. Full suspension will be required when yarding over streams.
4. All tailholds and guybacks shall remain on BLM property as there are no tailhold agreements with adjacent landowners. Deadmen anchors may be required.

5. The Purchaser shall be required to clean logging, road, decommissioning, and slash piling equipment prior to entry on BLM lands.
6. Notification and coordination with Lane Electric Cooperative shall be required prior to any renovation on Road No. 21-2-6 (powerline road).
7. Use of natural surface roads shall be restricted to periods of dry weather (typically July 1 to September 30).
8. During construction on the rocked portion of Spur 39B and Road No. 21-2-6, mitigation efforts must be made to avoid disturbance of existing soils.
9. The Purchaser shall provide a map of requested skyline and skid trail locations a minimum of seven (7) working days in advance of cutting to obtain approval of the locations from the Authorized Officer.
10. Eighty-eight (88) snags shall be created in the Harvest Area.
11. The Purchaser shall machine, and hand pile, and cover logging residue following the completion of harvest.
12. The Purchaser shall decompact road and skid trail prism to a depth of 18 inches with decompaction equipment.
13. In the Regeneration Harvest Area, whole tree yarding, or yarding with tops attached, will be required.
14. In the Partial Harvest Area, felled trees shall be bucked into log lengths not to exceed forty-one (41) feet before yarding.
15. The Purchaser shall be required to spread BLM-provided seed and mulch at culverts and designated areas.
16. The Purchaser will be required to file a Notification of Operations with the Oregon Department of Forestry office for all harvest operations, and road construction, and renovation, on BLM lands.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing pile burning, constructing fire trails, and performing prescribed burn and mop-up, or contributing \$3,288.60 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.

NARRATIVE DESCRIPTION OF HOW TO GET TO SALE AREA:

This sale is accessed through a locked gate. Prospective bidders may obtain a key from the Springfield Interagency Office and proceed to the sale area. Any other persons interested in visiting the timber sale should first contact Brian Bickford at (541) 683-6164.

To Harvest Area: From Cottage Grove proceed east on Row River Road for approximately 4 miles. Continue southeast onto Shoreview Road for approximately 1 mile. Turn west on Garoutte Road for approximately .25 mile, turn north on BLM Road No. 21-2-5. Follow the timber sale signs north for approximately .25 mile to the harvest area. Return to Garoutte Road and continue west to the remaining Harvest Area.



Timber Sale Location Map

Sale Name: Garoutte Road

T. 20 S., R. 2 W., SEC. 31, T. 21 S., R. 2 W., DLC. 39, WILL. MER., NORTHWEST OREGON DISTRICT



Travel Route

Harvest Area

Bureau of Land Management

NARRATIVE DESCRIPTION OF HOW TO GET TO SALE AREA:

To Harvest Areas: From Cottage Grove proceed east on Row River Road for approximately 4 miles. Continue southeast onto Shoreview Road for approximately 1 mile. Turn west on Garoutte Road for approximately .25 mile, turn north on BLM Road No. 21-2-5. Follow the timber sale signs north for approximately .25 mile to the harvest area. Return to Garoutte Road and continue west to the remaining Harvest Area.



0 0.25 0.5 0.75 1 Miles

6/12/2018

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

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United States Department of the Interior
Bureau of Land Management
Oregon State Office
P.O. Box 2965
Portland, Oregon 97208-2965

Seasonal Restriction Matrix



	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
Road Construction / Renovation Ground base Yarding and Decompacting Soil moisture seasonal restriction. ▪ October 1 – June 30, may vary due to weather conditions; soil moisture still overrides weather conditions.																								
Partial Harvest Area Yarding (Sap flow) ▪ April 1 – June 15, both days inclusive. ▪ Sap flow restrictions may be conditionally waived at the discretion of BLM.																								
Culvert Installation and Removal ▪ June 1 - October 31, both days inclusive.																								
Wildlife Seasonal Restriction ▪ In Special Operating Area all operations are prohibited January 1 - August 31 of each year, both days inclusive.																								

NOTE: This chart is for informational purposes only. Refer to Section 41 Special Provisions of the timber sale contract for exact date restrictions and specifications.
Subject to transient winter snow, elevation ranges from 1000 – 2500 feet.



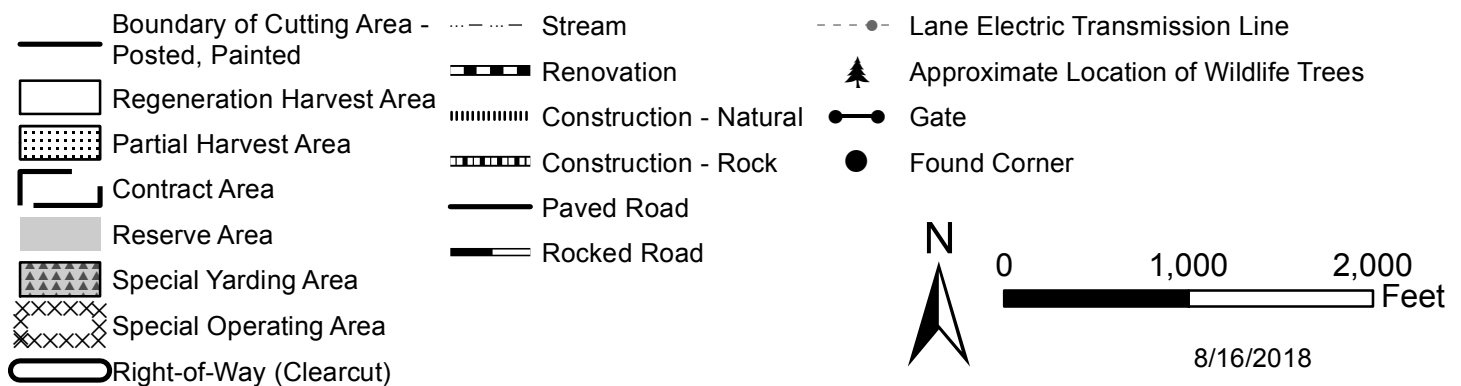
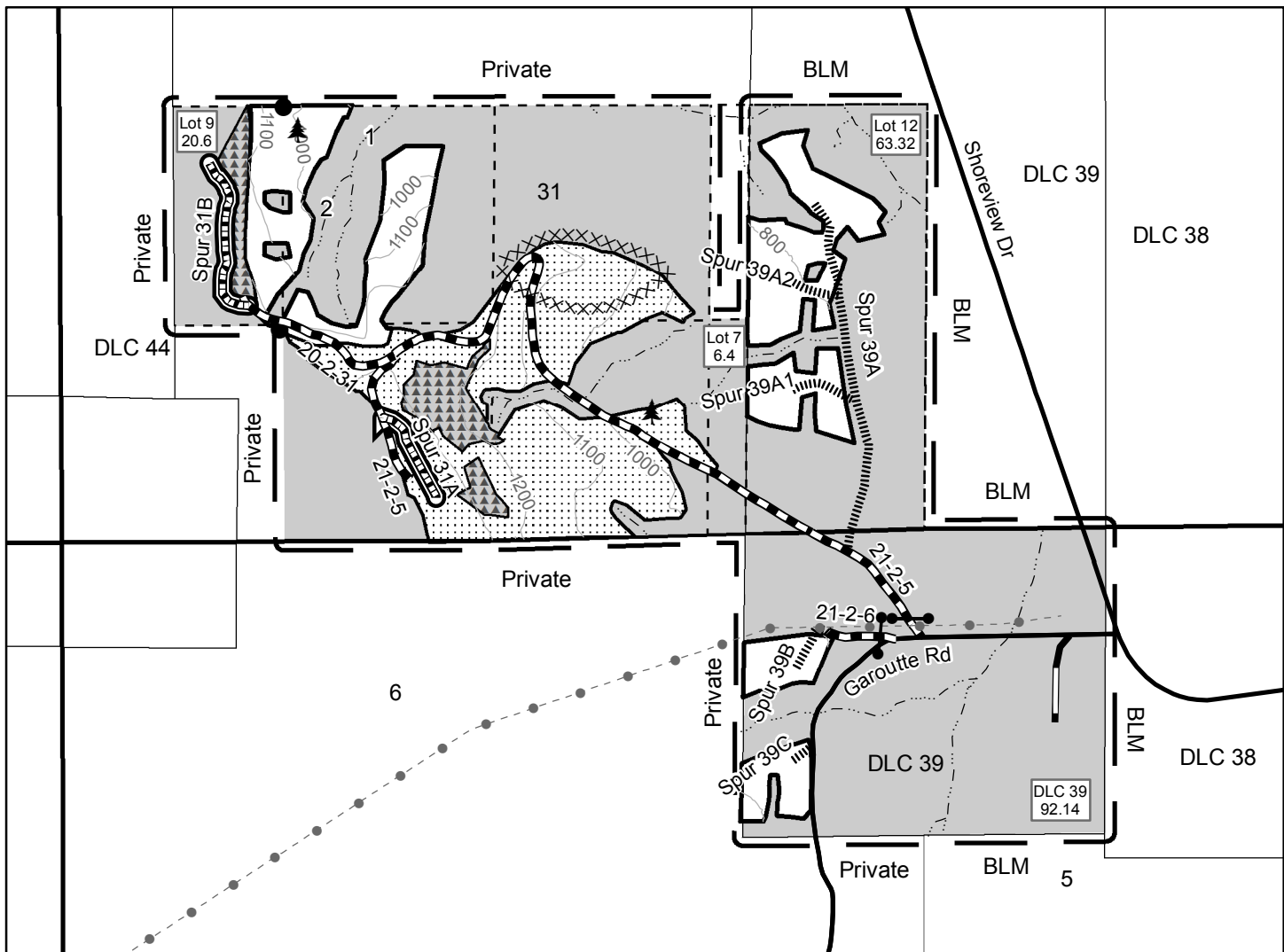
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT A

Sheet 1 of 1

SALE NAME: GAROUTTE ROAD TIMBER SALE CONTRACT NO.: ORN05-TS19-514

T. 20 S., R. 2 W., SEC. 31, T. 21 S., R. 2 W., DLC. 39, WILL. MER., NORTHWEST OREGON DISTRICT



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources and may be updated without notification.

Partial Harvest Area	45.00
Regeneration Harvest Area	46.00
Right-of-Way (Clearcut)	2.00
Reserve Area	252.46
Contract Area	345.46 A.

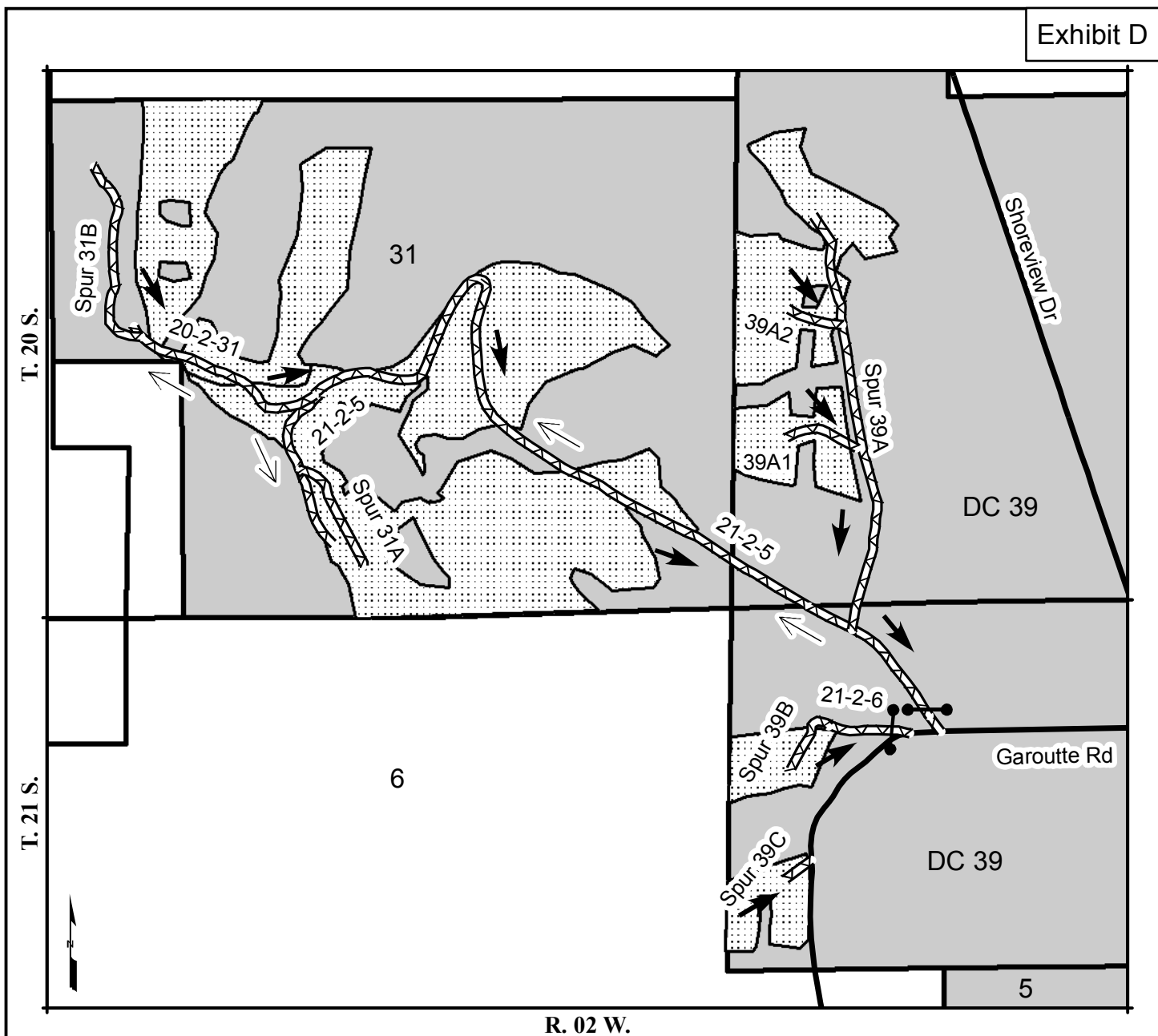
ORN05-TS19-514
Garoutte Road

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

The apportionment of the total purchase price is as follows:

<u>Regeneration Harvest Area</u> – 46 Acres	(48.2 MBF/Acre)
Douglas-fir	2049.0 MBF
Grand fir	123.0 MBF
Incense-cedar	30.0 MBF
Western hemlock	6.0 MBF
Bigleaf maple	6.0 MBF
Western redcedar	4.0 MBF
Total	<u>2,218.0 MBF</u>

<u>Right-of-Way Area</u> – 2 Acres	(20.5 MBF/Acre)
Douglas-fir	41.0 MBF



SALE NAME: Garoutte Road
 CONTRACT NO.: ORN05-TS19-514

Legend

- | | |
|-----------------------|--------------|
| Purchaser Maintenance | BLM |
| County Road | Private |
| Timber Haul Route | Harvest Area |
| Mineral Haul Route | Gate |

**United States Department of the Interior
 Bureau of Land Management**

Northwest Oregon District, Upper Willamette Field Office

Road Maintenance Map

Lots 7, 9, 12, E1/2SW1/4, W1/2SE1/4 Section 31, T. 20 S., R. 2 W.
 DC 39, T. 21 S., R. 2 W.

Willamette Meridian, Lane County, Oregon

Designed By: Chad Conklin
 Drawn By: Chrissy Cate
 Date: September 18, 2018
 No Scale

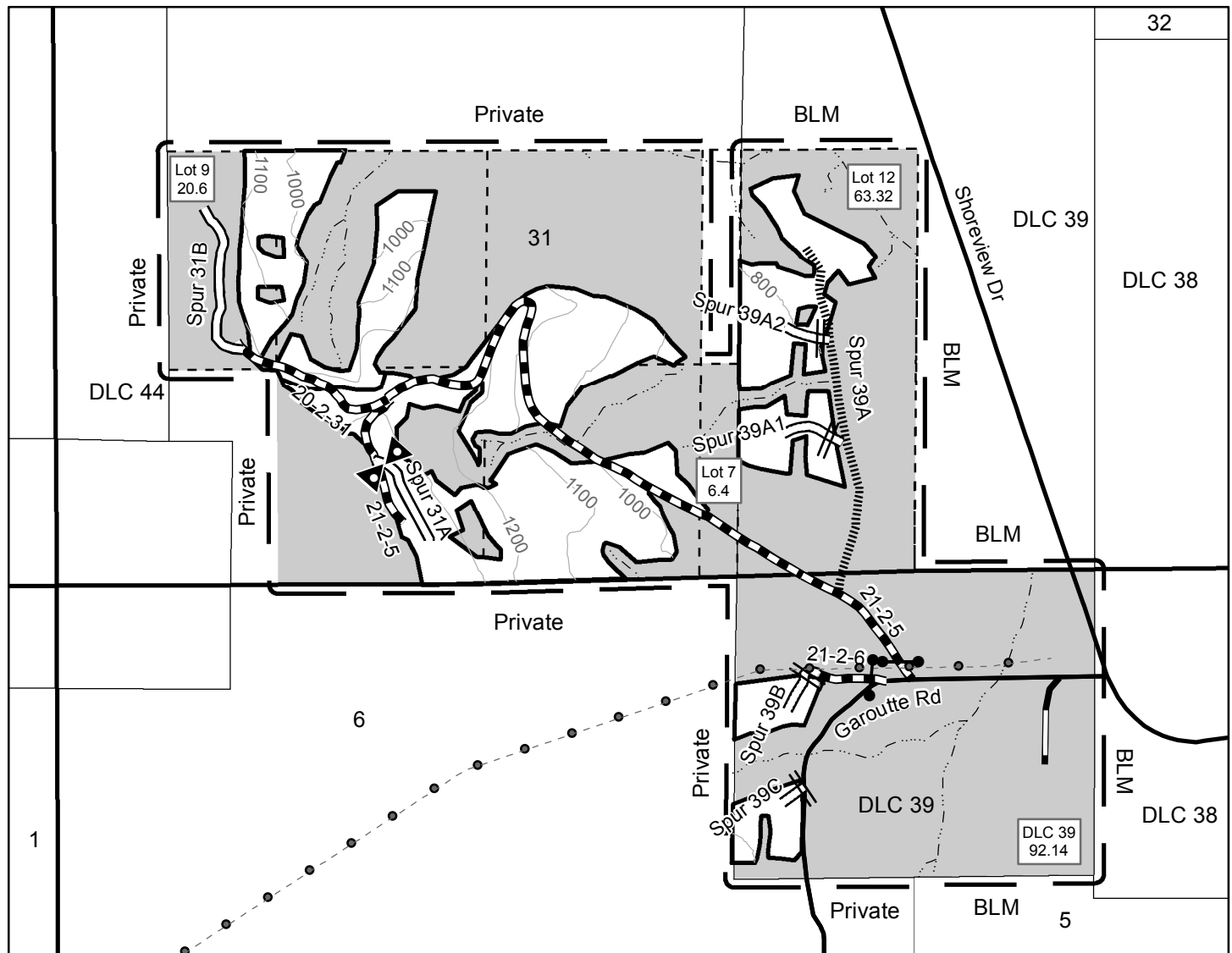
**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**
















EXHIBIT G

Sheet 1 of 1

SALE NAME: GAROUTTE ROAD TIMBER SALE CONTRACT NO.: ORN05-TS19-514

T. 20 S., R. 2 W., SEC. 31, T. 21 S., R. 2 W., DLC. 39, WILL. MER., NORTHWEST OREGON DISTRICT



- | | | | |
|---|----------------------------|---|---------------------------------|
|  | Boundary of Cutting Area - |  | Lane Electric Transmission Line |
|  | Posted, Painted |  | Renovation |
|  | Contract Area |  | Construction - Natural |
|  | Reserve Area |  | Construction - Rock |
|  | Road To Be Treated |  | Paved Road |
|  | Stream |  | Rocked Road |
|  | Barrier |  | Gate |
|  | Fence | | |

Road Decommissioning



A horizontal scale bar with a black rectangular fill. Above the bar, the numbers 0, 1,000, and 2,000 are printed in black. The word "Feet" is printed in black at the right end of the bar.

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources and may be updated without notification.

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8/16/2018

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.

Contract No. ORN0

Parcel No.

THIS IS A SALE PROSPECTUS ONLY. ATTACHMENTS MAY NOT INCLUDE ALL EXHIBITS REFERRED TO IN THE CONTRACT PROVISIONS. THE COMPLETE CONTRACT, INCLUDING ALL EXHIBITS, IS AVAILABLE FOR INSPECTION AT THE NORTHWEST OREGON DISTRICT SPRINGFIELD INTERAGENCY OFFICE AT 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON.

SALE DATE:

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 Cutting and/or Removal

- (a) All timber on the Reserve Area, shown on Exhibit A, and all orange painted and posted trees in the Regeneration Harvest Area and Partial Harvest Area, which are on or mark the boundaries.
- (b) All trees marked with orange paint above and below stump height in the Partial Harvest Area shown on Exhibit A.
- (c) All wildlife trees marked with pink paint and "W" in the Regeneration Harvest Area and Partial Harvest Area above and below stump height as shown in Exhibit A. "W" trees felled for safety and operational reasons shall remain on site. Where necessary for safety or operational reasons, "W" trees may be bucked into shorter lengths and/or moved within the unit as close to where felled as safely possible.
- (d) All down woody material greater than 20" diameter at the large end, and greater than 20' in length, and all existing decay class 3-5 down wood, in the Regeneration Harvest Area and Partial Harvest Area as shown on Exhibit A. Decay classes are illustrated on Exhibit I, which is attached hereto and made a part hereof. Where necessary for safety or operational reasons, such down woody material may be bucked into shorter lengths and/or moved within the unit.
- (e) In the Regeneration Harvest Area, Special Yarding Areas, and Partial Harvest Area shown on Exhibit A, snags, oaks, and pines which do not present a safety hazard, or where removal is not needed for operational activities, as determined by the Authorized Officer. All snags, oaks, and pines that are felled for safety and operational reasons shall remain on site. Where necessary for safety or operational reasons, all snags, oaks, and pines may be bucked into shorter lengths and/or moved within the unit as close to where felled as safely possible.
- (f) In the Partial Harvest Area shown on Exhibit A, all Pacific yew and hardwood trees which do not present a safety hazard, or where removal is not needed for operational activities, as determined by the Authorized Officer. All Pacific yew and hardwood trees that are felled for safety and operational reasons shall remain on site. Where necessary for safety or operational reasons, Pacific yew and hardwood trees may be bucked into shorter lengths and/or moved within the unit as close to where felled as safely possible.

SEC. 42 - Special Provisions

- (a) The Purchaser agrees not to sell and/or exchange more than 30 percent of the timber or log volume from this preferential sale to concerns that do not meet the Small Business Administration small business size standard (13 CFR 121).

The Purchaser understands that in addition to other penalties which may be imposed for violating the foregoing, the Purchaser may be declared ineligible to participate in future Federal timber sales that are set-aside for preferential bidding by small business qualified concerns for two semi-annual triggered periods succeeding the violation.

The Purchaser shall provide a current, interim Log Scale and Disposition of Timber Removed Report (Form 5460-15) upon request by the Authorized Officer at any time during the contract period for cutting and removal specified in Section 4 of this contract as amended.

- (b) 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) Notification and coordination with Lane Electric Cooperative shall be required prior to any renovation on 21-2-6 (Powerline Road).

- (4) In the Special Operating Area as shown on Exhibit A, no operations are permitted, including: yarding, hauling, falling, road construction, renovation, maintenance, and decommissioning shall be from January 1 to August 31 of each year, both days inclusive. The above restrictions may be modified (reduced or extended) or reviewed based on relevant survey information regarding occupation or nesting activity.
- (5) No felling, yarding, or loading is permitted in or through the Reserve Areas shown on Exhibit A, except for crossing Stream Numbers 1 and 2, in the Regeneration Harvest Area. Full suspension of logs over Stream Numbers 1 and 2 shall be required, and all trees felled for corridors within the Reserve Area shall remain on site, unless otherwise approved by the Authorized Officer. Where necessary for safety or operational reasons, corridor trees may be bucked into shorter lengths and/or moved within the Reserve Area.
- (6) No felling, yarding, or loading is permitted in or through the Reserve Area shown on Exhibit A, except for the Special Yarding Areas. Where necessary for safety or operational reasons, corridor and skid trail trees may be cut and removed in accordance with 42(b)(19).
- (7) In the Partial Harvest Area shown on Exhibit A, no harvest activities shall be conducted from April 1 to June 15 of each year, both days inclusive, for sap flow, unless otherwise requested and approved in writing by the Authorized Officer.
- (8) Mechanized felling, ground-based yarding, and the use of natural surface Spurs 39A, 39A1, 39A2, 39B, and 39C, shall occur during periods of dry weather (typically July 1 - September 30) or as determined by the Authorized Officer.
- (9) In the Regeneration Harvest Area shown on Exhibit A, all trees designated for cutting shall be felled to the lead, whole tree yarded, or yarded with tops attached, unless otherwise approved by the Authorized Officer. Trees shall be directionally felled away from Reserve Areas, fencelines, down woody material, Wildlife trees, and snags, except when necessary for safety or operational reasons.
- (10) In the Partial Harvest Area shown on Exhibit A, all trees designated for cutting shall be felled to the lead and bucked into log lengths not to exceed forty-one (41) feet before being yarded unless otherwise approved by the Authorized Officer. Trees shall be directionally felled away from Reserve Areas, down woody material, Wildlife trees, and snags, except when necessary for safety or operational reasons.
- (11) Prior to attaching any logging equipment to a reserve tree, the Purchaser shall obtain approval from the Authorized Officer and shall take precautions to protect the tree from damage as directed in writing by the Authorized Officer.
- (12) In the Regeneration Harvest Area, Partial Harvest Area, and Special Yarding Areas shown on Exhibit A, felling and yarding may be done with ground based equipment on slopes 35% or less. The equipment used and timing of harvest shall have prior approval of the Authorized Officer.
- (13) In the Regeneration Harvest Area, Partial Harvest Area, and Special Yarding Areas, shown on Exhibit A, felling may be done with specialized ground based equipment (feller-processor or feller-buncher) on slopes up to 50%. The feller-processor or feller-buncher shall be approved by the Authorized Officer prior to the start of mechanized felling operations. Only purpose-built carriers with boom-mounted felling heads may be approved. Purpose-built carriers may be of the articulated, rubber-tired design, or the zero-clearance tail swing, leveling track-mounted design.
- (14) Before felling and yarding any timber in areas to be yarded with ground-based equipment in the Regeneration Harvest Area, Partial Harvest Area, or Special Yarding Areas, shown on Exhibit A, the Purchaser shall locate and construct designated skid trails as follows:
 - (aa) Space designated skid trails at a minimum of 150 feet apart unless approved by the Authorized Officer. Use existing skid trails where possible.
 - (bb) Mark the location of the skid trails on the ground with fluorescent pink plastic flagging. Such skid trails shall be limited to the minimum width necessary for yarding of logs. The width of each skid trail shall not exceed 12 feet, measured between trunks of reserve trees.
 - (cc) Skid trails shall be placed on the landscape to avoid disturbance to reserved trees, snags, down wood, and existing rootwads where feasible.

- (aa) Provide a map of requested skid trail locations a minimum of seven (7) working days in advance of cutting to obtain approval of the locations from the Authorized Officer. Proposed skid trails shall remain free from felled trees until approved.
- (15) In the Regeneration Harvest Area, Partial Harvest Area, or Special Yarding Areas shown on Exhibit A, all slopes greater than 35% shall be yarded with a carriage equipped skyline system capable of laterally yarding at least 75 feet from the skyline road. The carriage shall be capable of being held in position on the skyline during lateral yarding. During yarding, the lead end of the logs shall be suspended clear of the ground. Intermediate supports and/or lift trees may be needed.
- (16) Before clearing any skyline road necessary for yarding in the Regeneration Harvest Areas, Partial Harvest Area, or Special Yarding Areas shown on Exhibit A, the Purchaser shall:
 - (aa) Space designated skyline roads at a minimum of 150 feet apart unless approved by the Authorized Officer. Parallel settings are preferred if topography allows.
 - (bb) Mark the location of the skyline road on the ground with fluorescent pink plastic flagging. Such skyline roads shall be limited to the minimum width necessary for yarding of logs. The width of each skyline road shall not exceed 12 feet, measured between trunks of reserve trees.
 - (cc) Skyline roads shall be placed on the landscape to avoid disturbance to reserved trees, snags, down wood, and existing rootwads where feasible.
 - (dd) Provide a map of requested skyline road locations a minimum of seven (7) working days in advance of cutting to obtain approval of the locations from the Authorized Officer. Proposed skyline roads shall remain free from felled trees until approved.
- (17) Before cutting and removing any reserve trees necessary to facilitate logging in the Regeneration Harvest Area, Partial Harvest Area, or Special Yarding Areas shown on Exhibit A, the Purchaser shall identify the location of the skid trails in accordance with Section 42 (b)(14), and skyline yarding roads in accordance with Section 42 (b)(16), and 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 skyline 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) The Purchaser may immediately cut and remove additional timber to clear skid trails and skyline yarding roads; and provide tailhold, tieback, guyline, lift and intermediate support trees; and clear danger trees when the trees have been marked with blue paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber 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(d) 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.
 - (ff) The Government may reserve trees previously designated for cutting and removal by applying yellow paint in the Partial Harvest Area above and below stump height and the letter "R" on two sides of the trees as replacements for additional trees cut and removed for skid trails, and/or skyline yarding roads, when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescription. This may include the replacement of trees damaged by storm events, 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 shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.
- (18) 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 Regeneration Harvest Areas and Partial Harvest Area to meet all applicable State safety laws, codes, or regulations. This timber must be cut or removed so that the Purchaser can continue active falling and yarding operations. The Purchaser is, therefore, authorized to cut and remove such additional timber in accordance with the provisions of Section 8 of the contract: provided, however, that:
- (aa) Wildlife trees felled for safety or operational reasons shall not be removed, in accordance with Section 41(c).
 - (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 by hanging flagging so that the stump can be visually located from a distance of not less than 50 feet. The Purchaser shall also paint an identifiable "X" on the butt log. The butt log shall remain on the contract area until such time as the Authorized Officer has scaled such additional timber and authorizes removal from the contract area.
 - (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 cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:
 - (1) Failed to properly mark any stump with the "X" cut.
 - (2) Failed to identify the location of any stump.

- (3) Cut any tree in or adjacent to skyline yarding corridors that was not necessary to facilitate skyline yarding.
- (4) Cut any reserve tree in or adjacent to tractor skid trails that was not necessary to facilitate ground based yarding.
- (5) Failed to properly segregate any pulled over tree that was yarded to the landing.
- (6) 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.
- (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) Failed to maintain accurate and current (no more than 24 hours old) documentation of cut and removed timber.
- (10) Removed any tree cut in accordance with Section 41(c).

If the permission to cut and remove additional timber provision is withdrawn, the Purchaser shall inform the Authorized Officer at least five 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 skyline yarding and/or ground based equipment skid trails 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.

- (19) Purchaser's operations shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties on Contract Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees, contractors and subcontractors. In the event that the Authorized Officer identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract may be modified. If the cost of such contract modification is of a substantial nature (\$2,000.00 or more), the Purchaser may request, in writing, an adjustment in the total contract purchase price specified in Section 2 of the timber sale contract, as amended, to compensate for the changed conditions.

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

(c) Road Construction, Renovation, Use, and Maintenance

- (1) The Purchaser shall construct Spurs 31A, 31B, 39A, 39A1, 39A2, 39B, and 39C; and renovate Road Nos. 20-2-31, 21-2-5, and 21-2-6 in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Exhibit C contains 39 sheets.
- (2) Prior to removal of any timber, except right-of-way timber, the required construction, and renovation of the haul route for that timber shall be completed, as specified in Exhibit C.
- (3) Culvert replacement/installation on streams shall be done between June 1 and October 31 (both days inclusive), and shall be completed prior to hauling and fall rains. During installation of the stream culverts, dewatering of the culvert bed, silt fences and/or straw bales may be required as directed by the Authorized Officer. All work shall be completed in accordance with the plans and specifications shown in Exhibit C.
- (4) Before beginning any operations on Spur 39B and Road No. 21-2-6, the Purchaser must notify the Authorized Officer of the date he plans to begin operations. This notification must be received by the authorized officer no less than 10 working days prior to the date the Purchaser plans to begin or resume operations. No renovation or construction operations shall take place on these roads unless the Authorized Officer is present.
- (5) The Purchaser shall furnish and place 200 cubic yards of surface maintenance rock in accordance with Exhibit D. Road reinforcement (rocking) and additional maintenance that may be required for wet weather haul shall be at the Purchaser's expense.
- (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, for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibits C and D, provided that the Purchaser comply with the conditions set forth in Section 42(c)(7) and pay the required rockwear obligation described in Section 42(c)(8). The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification to the contract.

<u>Road No. and Segment</u>	<u>Length Miles Used</u>	<u>Road Ownership</u>	<u>Road Surface Type</u>
Spur 31A	0.13	BLM	Rock
Spur 31B	0.21	BLM	Rock
Spur 39A	0.45	BLM	Natural
Spur 39A1	0.07	BLM	Natural
Spur 39A2	0.05	BLM	Natural
Spur 39B	0.05	BLM	Natural
Spur 39C	0.04	BLM	Natural
20-2-31	0.20	BLM	Rock
21-2-5	1.02	BLM	Rock
21-2-6	0.08	BLM	Rock

- (7) 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) The Purchaser shall pay to the Government a road maintenance obligation for rockwear in the amount of One Thousand Two Hundred Fifteen and 13/100 dollars (\$1,215.13) for the transportation of timber included in the contract price over the roads listed in Section 42(c)(6).
The rockwear fee shown above shall be paid prior to removal of any timber from the contract area; provided, however, that if the total of such amount exceeds One Thousand and 00/100 dollars (\$1,000.00), the Purchaser may elect to make the payment in installments in the same manner as and together with payments required in Section 3 of this contract.
- (9) The Purchaser also agrees that if he elects to use any private road 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.

- (10) With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users on roads included in Section 42(c)(6) 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. Prior to hauling, the Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreement(s) entered into with other users on these roads.

(d) Environmental Protection

- (1) The Purchaser shall be required to clean logging, piling, road, and decommissioning equipment to remove dirt and plant debris that may contain noxious weed seeds from the undercarriage, tracks and tire treads prior to entry on BLM. The Authorized Officer shall require inspection of equipment to see that it was cleaned prior to arrival on site.
- (2) Snag Creation
 - (aa) Upon completion of yarding, the Purchaser shall select and top 28 trees and girdle 60 standing trees greater than 20 inch DBH. Location of selected trees shall be in accordance with and approved in writing by the Authorized Officer. Portions of trees felled shall remain reserved in accordance with Section 41(d).
 - (bb) Purchaser shall top trees at a height between 40 to 60 feet. Trees shall have the top completely severed.
 - (cc) The Purchaser shall complete two girdles around the stem of the tree. The Purchaser shall complete two parallel closely spaced cuts for each girdle. The Purchaser shall make the girdles 6 to 16 inches apart. The Purchaser shall make the cuts to penetrate into the wood of the tree and remove the bark and cambium layer around the entire circumference of the tree. The Purchaser shall make the girdles on the trees at a height of 2 to 5 feet from the ground line. Trees selected shall be greater than or equal to 20 inch DBH. The location of selected trees shall be in accordance with the Authorized Officer. Portions of trees felled shall remain reserved in accordance with Section 41(d).
 - (dd) No adjustment of volume or value shall be made to meet these requirements.
 - (ee) The Purchaser shall tally all trees by diameter class and species on a daily basis. The tally may be requested by the Authorized Officer at any time during falling/girdling operations. At the end of falling/girdling operations, a completed tree tally shall be submitted to the Authorized Officer.
- (3) Cable yarding corridors shall be waterbarred and covered with slash immediately after use if necessary to prevent erosion, as determined by the Authorized Officer.
- (4) Upon each season's shutdown and prior to fall rains, the Purchaser shall block skid trails and newly constructed roads that have not been rocked, and shall place them in an erosion-resistant condition by constructing drainage dips, waterbars, and/or lead-off ditches. 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, waterbars, and drainage dips shall be completed as directed by the Authorized Officer.
- (5) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall, upon completion of hauling, and yarding, complete the following road, and skid trail decommissioning measures according to the table below: Barriers and roads to be treated are shown on Exhibit G, which is attached hereto and made a part hereof. Exhibit G contains 1 sheet. All road, and skid trail decommissioning shall be completed during the dry season, typically between July 1 and September 30, as determined by the Authorized Officer.
 - (aa) Purchaser shall decompact skid trails to a depth of 18 inches with decompaction equipment such as a track mounted excavator with ripping teeth and an opposable thumb, during the dry season. Minimize damage to residual tree roots. The Purchaser shall decompact the entire trail prism. Slash and debris shall be pulled on top of the decompact surface as directed by the Authorized Officer. If equipment other than an excavator is used, it shall be approved by the Authorized Officer. It shall also be capable of decompacting to the required depth and provide lateral shatter of compacted layer.

- (bb) Construct drainage dips, waterbars and/or lead-off ditches as directed by the Authorized Officer. Waterbars and drainage dips shall be constructed in accordance with the specifications shown on Exhibit H.
- (cc) Purchaser shall block roads with root wads, logs, slash and/or earthen barricades, as directed by the Authorized Officer. Earthen barricades shall be constructed in accordance with the specifications shown on Exhibit J, which is attached hereto and made a part hereof.

Roads	Surface	(aa) Decompact and Place Log Slash	(bb) Drainage	(cc) Block
Skid Trails	Natural	X	X	X
Spur 31A	Rock		X	X
Spur 31B	Rock		X	
Spur 39A Portion 2	Natural	X	X	
Spur 39A1	Natural	X	X	
Spur 39A2	Natural	X	X	
Spur 39B	Natural	X	X	
Spur 39C	Natural	X	X	

- (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 prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
 - (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) 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;
 - (ee) When, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
 - (ff) Species have been discovered which were identified for protection in accordance with management direction established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
 - (gg) When, in order to protect species which were identified for protection in accordance with management direction established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

During any period of suspension, the Purchaser may withdraw performance and payment bond coverage aside from that deemed necessary by the Authorized Officer to secure cut and/or removed timber for which the Bureau of Land Management has not received payment, and/or unfulfilled contract 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 modify the contract or terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, prevent incidental take of northern spotted owls in accordance with the ROD and RMP, protect species that have been discovered which were identified for protection in accordance with management direction established in the ROD and RMP, or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, if able to proceed without causing incidental take of northern spotted owls in accordance with the ROD and RMP, consistent with species protection in accordance with management direction established in the ROD and RMP, or court order requirements necessitating the modification or termination.

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

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

(e) Fire Prevention

- (1) 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 fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.

(f) Logging Residue Reduction

- (1) In addition to the requirements of Sections 15 and 26 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 logging residue reduction and/or site preparation measures required by this contract:
 - (aa) Prior to commencement of any operation under Section 42(f) of this contract, a logging residue reduction and site preparation prework conference between the Purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All logging residue reduction and site preparation shall be done in accordance with the plans developed at the prework conference.
 - (bb) Machine pile and cover all slash situated within twenty-five (25) feet of Spurs 31A, 31B 39A, 39A1, 39A2, 39B, 39C, and Road Nos. 20-2-31, and 21-2-5. Machine pile and cover all slash in additional harvest areas as directed by the authorized officer. Slash shall be piled by a machine equipped with a hydraulic thumb or a controllable, grapple head. Finished piles shall be tight and free of dirt.
 - (1) Machine piles shall be located as far as possible from reserve trees, snags, culverts, or unit boundaries to minimize damage.
 - (2) Slash between two (2) inches and nine (9) inches in diameter on the large end, having a minimum length of three (3) feet shall be piled as directed by Authorized Officer. Pile size shall be a maximum of 16 feet in diameter by 12 feet in height, and minimum pile size shall be 8 feet in diameter by 6 feet in height or as directed by the Authorized Officer. Slash left on the ground shall not exceed 6 inches in depth.
 - (3) All piles shall be covered with black four (4) millimeter polyethylene plastic to cover at least 75 percent of the surface of each pile. There should be an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels. Plastic shall be held in place with woody debris and tied with combustible cord. The plastic must be secured so that it is held in place during strong wind conditions and maintains coverage for at least one year. The Purchaser is required to furnish the covering materials. Covering shall be completed within 30 days of completion of piling or as directed by the Authorized Officer.
 - (4) Harvest Areas shall be piled during the same season they are logged.
 - (cc) Pile and cover landing slash within twenty five (25) feet of the edge of each landing. All tops, broken pieces, limbs and debris more than two (2) inches in diameter at the large end and longer than three (3) feet in length shall be piled within fifteen (15) days of completion of hauling logs from that landing. Landing piles shall be kept free of dirt and located at least twenty (20) feet from any reserve tree and/or as directed by the Authorized Officer.
 - (1) All logs greater than six (6) inches in diameter at the large end and longer than eight (8) feet in length shall be decked or windrowed at the location designated by the Authorized Officer, except logs sold and removed from the contract area.
 - (2) Upon completion of landing piling, the Purchaser shall prepare the landing piles for burning by securely covering each landing pile with black four (4) millimeter polyethylene plastic. Landing piles shall be at least seventy five (75) percent covered with the covering extending three-quarters of the way down all sides.

There should be an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels. Plastic shall be held in place with woody debris and tied with combustible cord. The plastic must be secured so that it is held in place during strong wind conditions and maintains coverage for at least one year. The Purchaser is required to furnish the covering materials. The timing of this covering work shall be in accordance with instructions from the Authorized Officer. If the structure of the landing piles will not permit adequate consumption of piled debris by burning, the Purchaser shall re-pile them at the direction of the Authorized Officer.

- (2) The Purchaser shall perform logging residue reduction and site preparation work within approximately thirty (30) acres of Regeneration Harvest Areas.
- (aa) The required work shall consist of any one treatment or combination of treatments listed in the table below, as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres and locations of each treatment shall be determined by the Authorized Officer.

<u>Treatment</u>	<u>Cost/Acre</u>
Hand Pile and Cover	\$ 390.00
Hand Pile Burn	\$ 60.00
Machine Pile and Cover	\$ 375.00
Machine Pile Burn	\$ 75.00

- (bb) The following treatments were assumed for appraisal purposes on this contract:

<u>Appraised Treatment</u>	<u>Acres</u>	<u>Cost/Acre</u>	<u>Total Cost per Treatment</u>
Machine Pile and Cover	20	\$375.00	\$ 7,500.00
Hand Pile and Cover	10	\$390.00	\$ 3,900.00
<u>Total Appraised Cost</u>			\$11,400.00

- (cc) The Total Purchase Price set forth in Section 2 shall be adjusted in a unilateral modification executed by the Contracting Officer by the amount that the total cost of the logging residue reduction and site preparation treatments designated pursuant to Section 42(f)(2)(bb) differs from Eleven Thousand Four Hundred and 00/100 dollars (\$11,400.00), as calculated by using the estimated acres determined by the Authorized Officer and the per acre costs listed in Section 42(f)(2)(aa).
- (3) Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop-up assistance as required herein and measures required in Section 42(f). In accordance with written instruction to be issued by the Authorized Officer at least 10 days in advance of the earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or designated representative, assist in preparing units for burning, burning, mop-up, and patrol by furnishing, at the Purchaser's own expense, the services of personnel and equipment on harvest area as shown below:
- (aa) For Igniting, Holding, and Mop-Up of Piles:
- (1) One (1) work leader (Firefighter Type 1 (FFT1)) to supervise crew and equipment operations, and to serve as Purchaser's representative.
 - (2) Two (2) person crew (Firefighter Type 2 (FFT2)).
 - (3) Sufficient fuel for burning, five (5) drip torches or propane burners, one (1) power saw, and one (1) backpack pump, one (1) tool for each crew member.
 - (4) Radios capable of inter-crew communications and communication with a BLM representative at a ratio of one (1) radio per every five (5) crew members.
 - (5) All ignition, holding, and mop-up personnel will be directly supervised by a BLM representative.

Aircraft and pilots used for Logging Residue Reduction or the suppression of escaped fires from Logging Residue Reduction operations, shall be acquired from a list of aircraft and pilots approved (i.e., carded for these specific activities) by the Office of Aircraft Services or the U.S. Forest Service. This list is available from BLM District Offices upon request.

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 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.

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

In event of a fire escapement, the Purchaser's personnel and equipment shall, under supervision of the Authorized Officer, take action to control and mop up the escaped fire until released from such service by the Government. If it becomes necessary to use furnished personnel and equipment for the suppression of a fire which escapes from the prescribed fire area for a period beyond the remainder of the day in which the fire escapes, 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 situations where an escaped fire is controlled and contained by an adequate fire break (i.e., trail, road, stream, rock formation, etc.), the Government may permit the Purchaser to remove personnel for that day; provided that all mop up work on the escaped fire is included with mop up work on the prescribed fire area. In such an event, the Purchaser must sign a statement of agreement to complete mop up work on all escaped fire areas concurrently with mop up work on the prescribed fire area.

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

Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the 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 personnel and equipment to accomplish the planned burn, the Purchaser also shall be responsible for such additional costs.

(g) Optional Contributions

- (1) The Purchaser shall prescribe burn and mop-up in accordance with Section 42(f)(3). The Purchaser shall have the option of completing this work, or in lieu thereof, may make a contribution to the Bureau of Land Management in the amount of Three Thousand Two Hundred Eighty-eight and 60/100 dollars (\$3,288.60).
 - (aa) 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. The Purchaser may elect to make the payment in installments in the same manner as and together with payments required in Section 3 of this contract.

(h) Log Export and Substitution

- (1) All timber sold to the Purchaser under the terms 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 (8-3/4) 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 that 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 (8-3/4) 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) that shall be executed by the Purchaser.

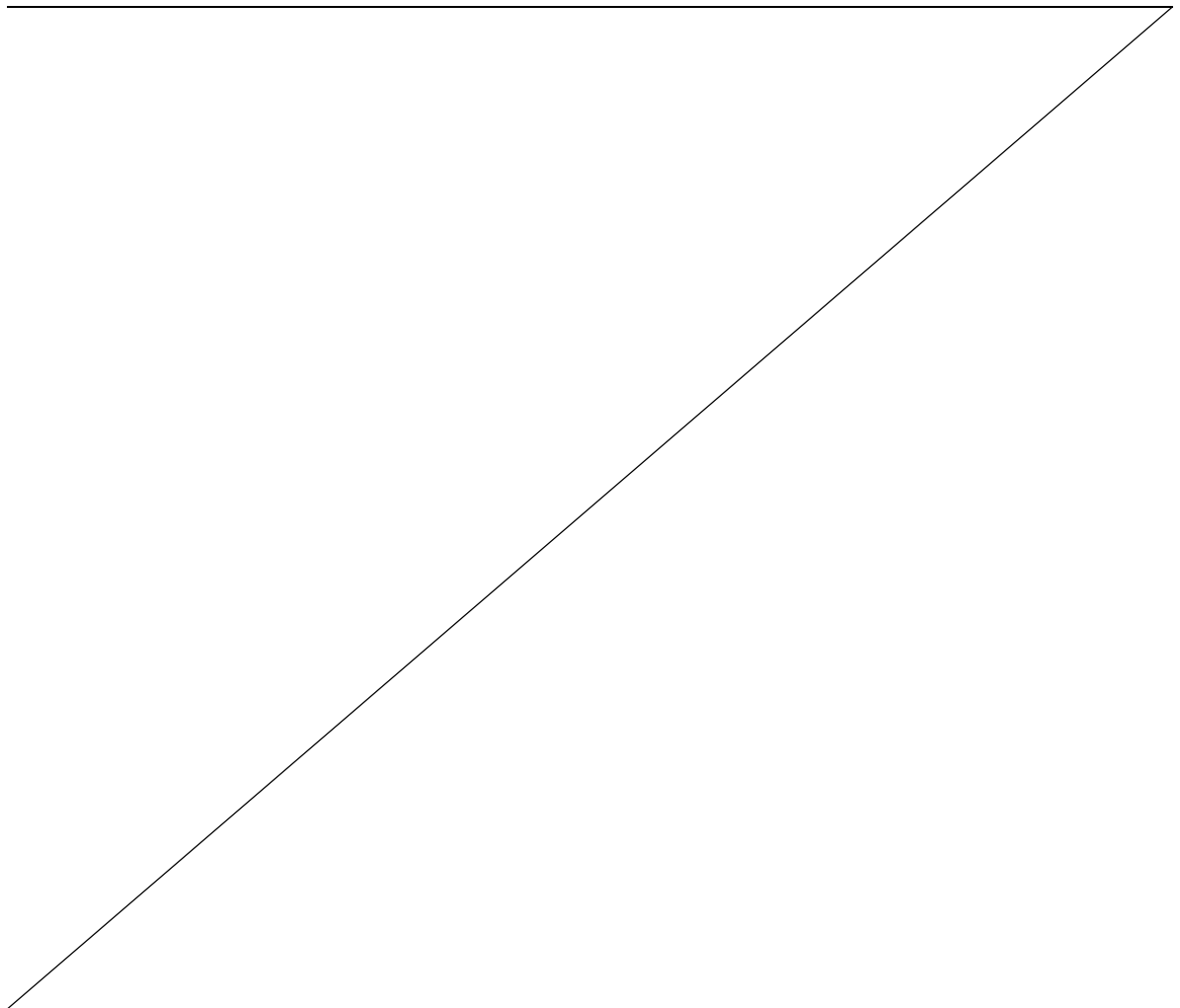
In addition, the Purchaser is required under the terms of this contract to retain for a three-year period from the date of termination of the contract the records of all sales or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management.

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 shall be branded on loads of 10 logs or less. One end of all branded logs to be processed domestically shall 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.



Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Lane	21 S	2 W	06	DLC39	Willamette
O&C	Lane	20 S	2 W	31	Lots 7,9,12; E1/2SW1/4, W1/2SE1/4	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	2,727.0	2,893.0	2,912.0	43,630	376	8,645
Grandfir	141.0	156.0	157.0	1,257	22	199
Incense-cedar	30.0	30.0	30.0	391	0	114
Western Hemlock	9.0	10.0	10.0	144	1	29
Bigleaf Maple	6.0	7.0	7.0	158	17	68
Western Redcedar	4.0	5.0	5.0	90	3	28
Totals	2,917.0	3,101.0	3,121.0	45,670	419	9,083

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
46.0	45.0	2.0	93.0	31.4

Logging Costs

Stump to Truck	\$403,400.88
Transportation	\$146,088.10
Road Construction	\$136,251.34
Maintenance/Rockwear	\$12,873.37
Road Use	\$0.00
Other Allowances	\$24,883.39
Total:	\$723,497.08
Total Logging Cost per MBF:	\$248.03

Utilization Centers

Location	Distance	% of Net Volume
Springfield/Eug	32.0 miles	44 %
Springfield/Eug	32.0 miles	56 %

Profit & Risk

Basic Profit & Risk	9 %
Additional Risk	3 %
Total Profit & Risk	12 %

Tract Features

Quadratic Mean DBH	15.9 in
Average GM Log	68 bf
Average Volume per Acre	31.4 mbf
Recovery	93 %
<u>Net MBF volume:</u>	
Green	2,917.0 mbf
Salvage	0 mbf
Export	0 mbf

Ground Base Logging:

Percent of Sale Volume	45 %
Average Yarding Slope	10 %
Average Yarding Distance	250 ft

Cable Logging:

Percent of Sale Volume	55 %
Average Yarding Slope	45 %
Average Yarding Distance	550 ft

Aerial Logging:

Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

Cruise

Cruise Completed	May 2018
Cruised By	BD, KC
Cruise Method	
3-P, V-Plot, STR, BLM 100	

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	8,645	2,727.0	\$656.77	\$78.81	\$248.03	\$0.00	\$329.90	\$899,637.30
Grandfir	199	141.0	\$474.48	\$56.94	\$248.03	\$0.00	\$169.50	\$23,899.50
Incense-cedar	114	30.0	\$512.16	\$61.46	\$248.03	\$0.00	\$202.70	\$6,081.00
Western Hemlock	29	9.0	\$437.84	\$52.54	\$248.03	\$0.00	\$137.30	\$1,235.70
Bigleaf Maple	68	6.0	\$358.32	\$43.00	\$248.03	\$0.00	\$67.30	\$403.80
Western Redcedar	28	4.0	\$762.00	\$91.44	\$248.03	\$0.00	\$422.50	\$1,690.00
Totals	9,083	2,917.0						\$932,947.30