

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>



May 29, 2019

Parcel No. 2
Contract No. ORN03-TS19-330
Siuslaw Field Office

Maxwell Creek*
***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, **June 27, 2019**.

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 May 29, 2019. 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 \$2,500.00 or more, but the amount of the bond shall not be in excess of \$500,000.00, 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 \$500.00 will be required for all installment contracts less than \$2,500.00.

INSTALLMENT PAYMENTS may be authorized for sales of \$500.00 or more. Required installments will be determined by BLM. For sales under \$500,000.00, installments will not be less than 10% of the total purchase price. For sales of \$500,000.00 or more, installment payments shall be \$50,000.00.

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 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 Maxwell Creek timber 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) 683-6600.

Attachments:

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

NORTHWEST OREGON DISTRICT		TIMBER SALE NOTICE LUMP SUM EUGENE MASTER UNIT SBA Sale	PARCEL NO.: 2		
SIUSLAW FIELD OFFICE			SALE DATE: June 27, 2019		
Contract No.: ORN03-TS19-330		Maxwell Creek			
Lane County, Oregon: O&C: Oral Auction			Bid Deposit Required:	\$112,800.00	
All timber designated for cutting on		N1/2S1/2, Section 27; NE1/4, Section 33, T. 20 S., R 4 W., Will. Mer.			
Estimated Volume 32' Log (MBF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Approx. Price	
3,368	Douglas-fir	4,037	\$ 272.70	\$ 1,100,889.90	
110	Grand fir	134	\$ 154.50	20,703.00	
9	Western redcedar	10	\$ 591.80	5,918.00	
3,487	TOTALS	4,181		\$ 1,127,510.90	

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 all Douglas-fir, grand fir, and western redcedar, in the Partial Harvest Areas 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 was determined with a Relaskop using a 20 BAF. This sale contains a total of 231 plots. 106 sample trees were randomly selected on these plots to determine v-bar.

All Douglas-fir and grand fir in the right-of-ways have been cruised using the 3P system to select sample trees. 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 right-of-way volume. A map showing the location and description of these sample trees is available at the Northwest Oregon District's Springfield Interagency Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 19.0" DBHOB; the average log contains 92 bd. ft.; the total gross merchantable volume is approximately 4,143 MBF; and 97% recovery is expected.

CUTTING AREA: Two areas totaling approximately 181 acres must be partial harvested and approximately 5.5 acres of right-of-way must be clear cut.

ACCESS: Access to the sale is provided by:

1. A public road;
2. BLM roads to be constructed;
3. Roads covered by a Right-of-Way and Road Use Agreement E-339 between Weyerhaeuser Company and the United States. In the construction and use of private roads, the Purchaser shall enter into a license agreement with Weyerhaeuser Company. The license agreement shall be delivered to Weyerhaeuser Company 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 road use fees of \$4,181.00 and road maintenance and rockwear fees estimated at \$7,047.24 to Weyerhaeuser Company. The Purchaser shall pay BLM a rockwear fee of \$853.67.

In addition to the quantities shown below, 100 cubic yards (truck measure) of maintenance rock and surface protection rock is required. Additional road reinforcement (rocking) may be required for wet weather haul and will be at the Purchaser's expense. Load tickets are required for maintenance rock accounting. 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 and B, and Road Nos. 20-4-26 and 20-4-27

Length: 88+90 Stations

Class: SN-14

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

Culverts

<u>Diameter:</u>	<u>Length:</u>	<u>Number:</u>
18"	30'	1
24"	60'	2

Suggested Rock Source: Commercial, Cottage Grove Vicinity

Estimated Rock Quantities (CY truck measure)

<u>3/4" minus</u>	<u>3" minus</u>	<u>6" minus</u>
90	997	2,257

Total Estimated Exhibit C Road Costs (construction): \$118,773.12**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 maintenance, logging methods, prevention of erosion, falling of snags, creation 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 627 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.

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:**

- No yarding or hauling shall be conducted on natural surfaced roads or to the west of Road No. 20-4-34.5 on Gowdyville Road during periods of wet weather as determined by the Authorized Officer.
- Yarding shall be done with a skyline system capable of yarding 1,750 feet in slope distance, and laterally yarding at least 75 feet from the skyline roads.
- Limbs and tops shall remain attached to the tree and be yarded to the landing.
- Clean all equipment prior to entry on BLM lands.
- Prior to logging operations, including any loading or unloading of logging equipment, and removal of any timber, except right-of-way timber, the required construction of the haul route roads for that timber shall be completed and accepted as specified in Exhibit C.
- Rock Spur A and Road No. 20-4-26 for wet weather haul.
- Snag creation: Select and girdle 2,001 trees (1,336 high girdle and 665 low girdle).
- Sec. 42(f) contains explicit instruction on requirements for equipment and personnel involved in pile burning.
- Within 25 feet of Spurs A and B, and Road Nos. 20-4-26 and 20-4-27, slash shall be piled, covered, and burned, within the Partial Harvest Areas.
- Upon completion of hauling, all decommissioning shall be completed during the dry season and as directed by the Authorized Officer. Decommissioning measures may 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.

- Place logging slash greater than 6 inches in diameter, where available, on surfaces in a discontinuous pattern.
- Block at entry points using stumps, slash, and/or cull logs as directed by the Authorized Officer.

OPTIONAL CONTRIBUTION: The Purchaser will not have the option of contributing in lieu of performing the slash disposal requirements of this contract.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: Access to the sale is through locked gates over private roads. Prospective bidders may obtain a key from the Northwest Oregon District's Springfield Interagency 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.

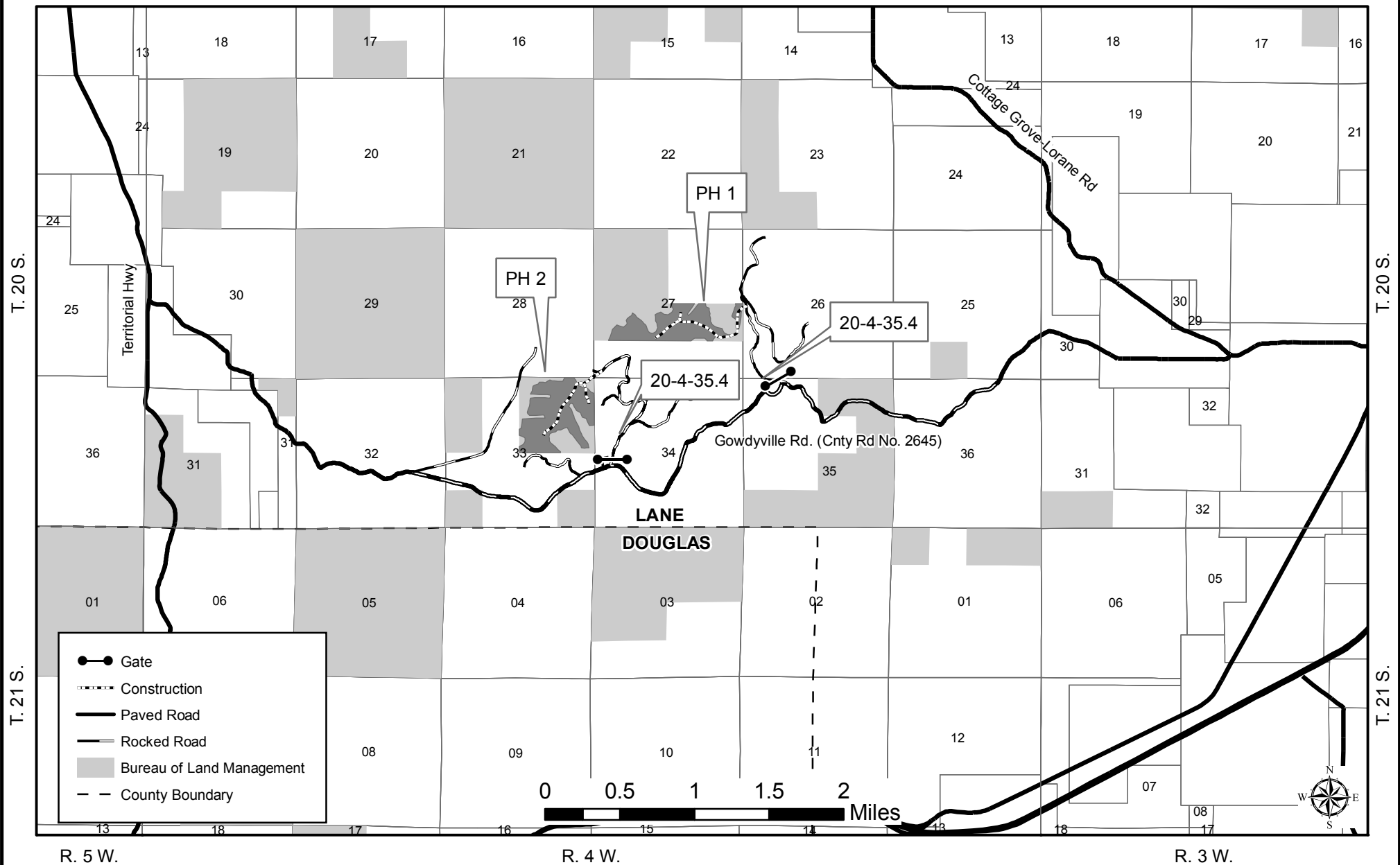
To Access Partial Harvest Area 1: From Cottage Grove travel west on Main Street to the junction of Cottage Grove-Lorane Road. Turn onto Gowdyville Road and continue west approximately 3.5 miles to Road No. 20-4-35.4. Turn north on Road No. 20-4-35.4 and follow the Timber Sale Area signs to the sale area.

To Access Partial Harvest Area 2: Return to Gowdyville Road and travel west for approximately 1.75 miles to Road No. 20-4-34.5. Turn north on Road No. 20-4-34.5 and follow the Timber Sale Area signs to the sale area.



Timber Sale Location Map Maxwell Creek

T. 20 S., R. 4 W., Secs. 27 and 33



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.

tjargo

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5/23/2019

Seasonal Restriction Matrix

Restricted Periods are Shaded and X'd

	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
Felling, yarding, or loading																								
<u>Partial Harvest Areas</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 Areas</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. 																								
Hauling on natural-surfaced roads or to the west of Road No. 20-4-34.5 on Gowdyville Road																								
<u>Partial Harvest Areas</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.

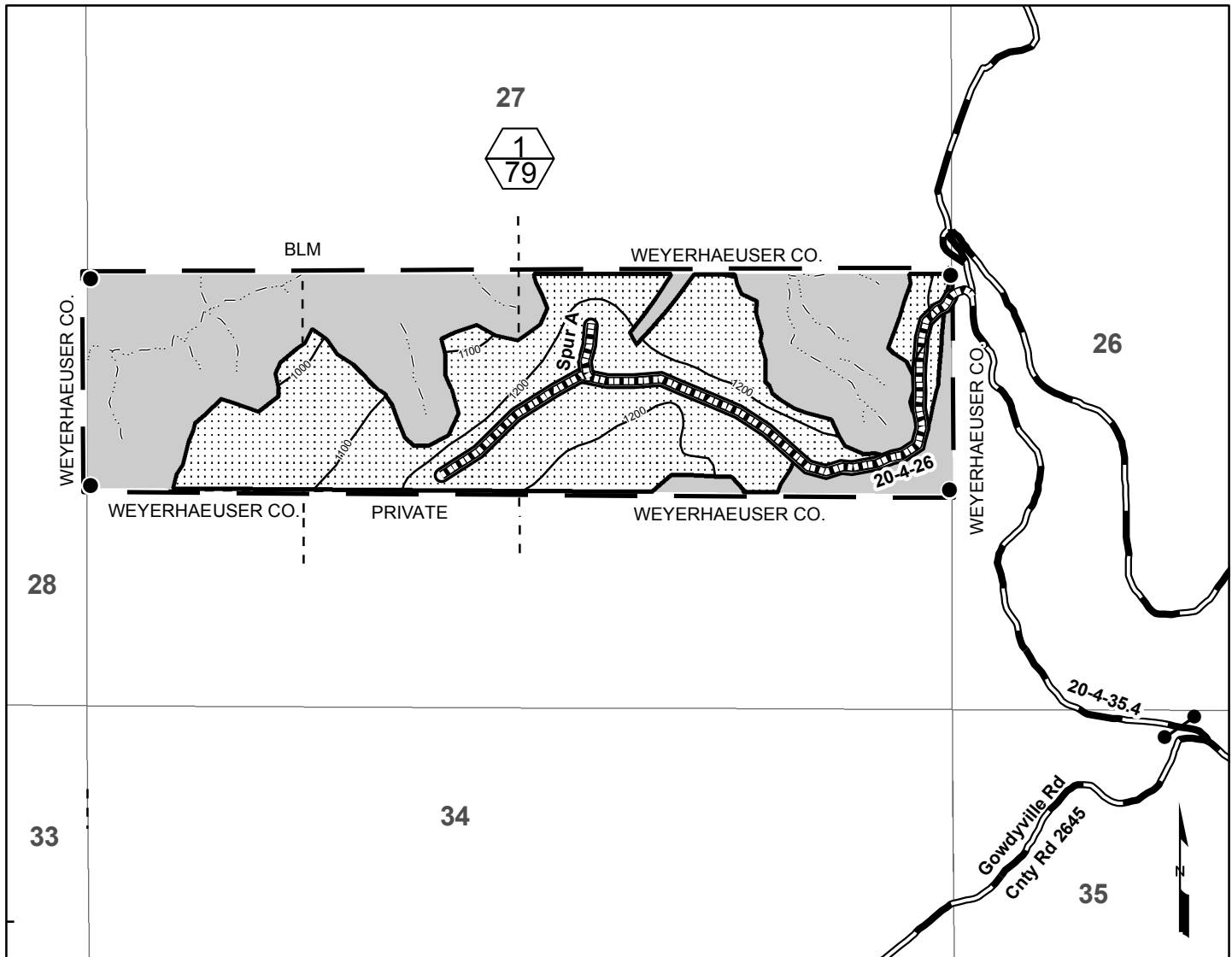


UNITED STATES
Department OF THE INTERIOR
Bureau of Land Management

Exhibit A

Page 1 of 2

Maxwell Creek Timber Sale Contract No. ORN03-TS19-330
T. 20 S., R. 4 W., Sec. 27, Northwest Oregon District



Boundary - Cutting Area
(Blazed, Painted, & Posted)

Contract Area

Reserve Area

Partial Harvest Area

Corner Found

Stream

Gate

Construction

Rocked Road

Right-of-Way

Partial Harvest Area (Top)/
Partial Harvest Area Acres (Bottom)

Partial Harvest Area	79.0
Right-of-Way Area	3.1
Reserve Area	77.9
Contract Area	160.0

Total Partial Harvest Area	181.0
Total Right-of-Way Area	5.5
Total Reserve Area	133.5
Total Contract Area	320.0

0 1,000 2,000
Feet

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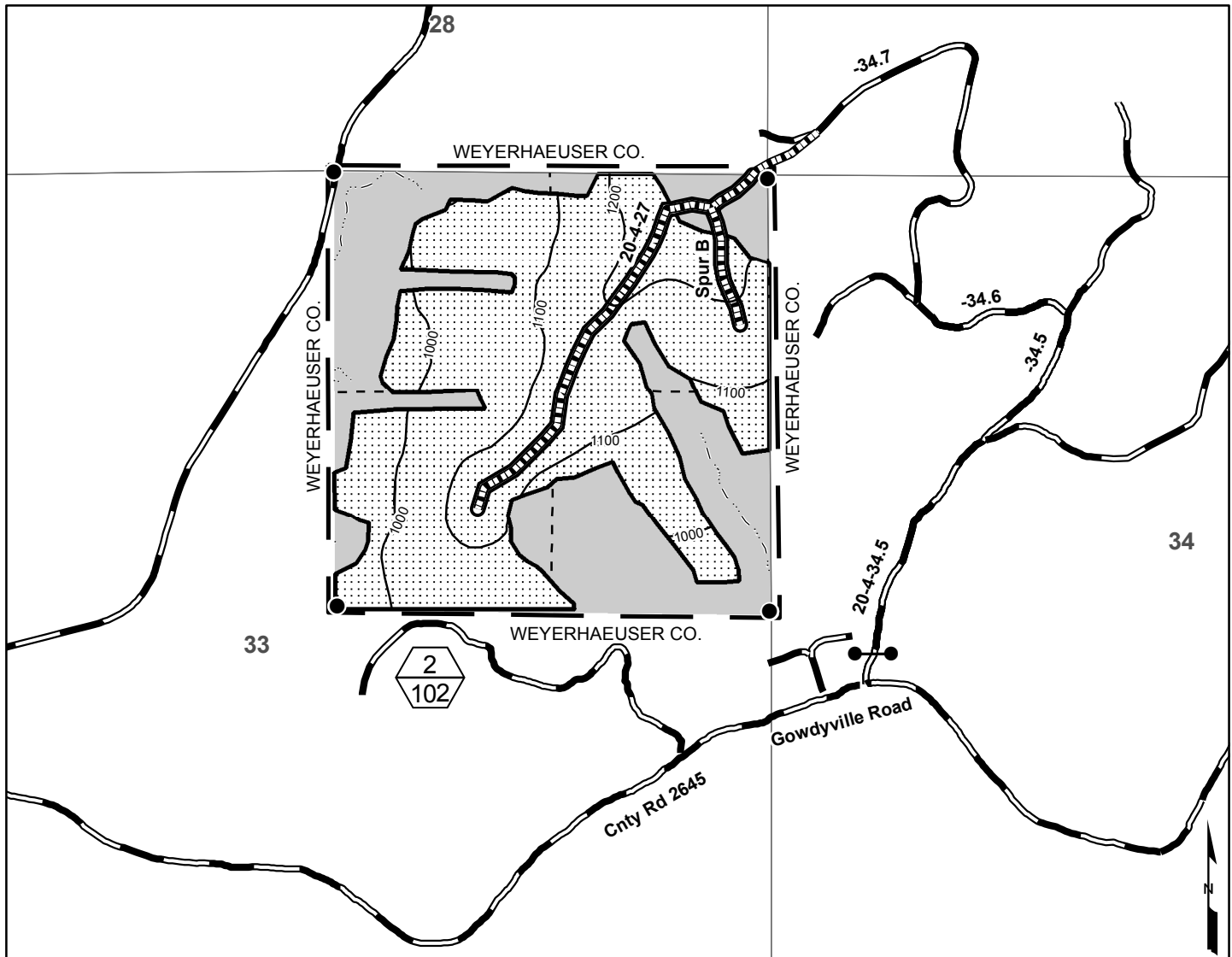


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Maxwell Creek Timber Sale Contract No. ORN03-TS19-330
T. 20 S., R. 4 W., Sec. 33, Northwest Oregon District

Exhibit A

Page 2 of 2

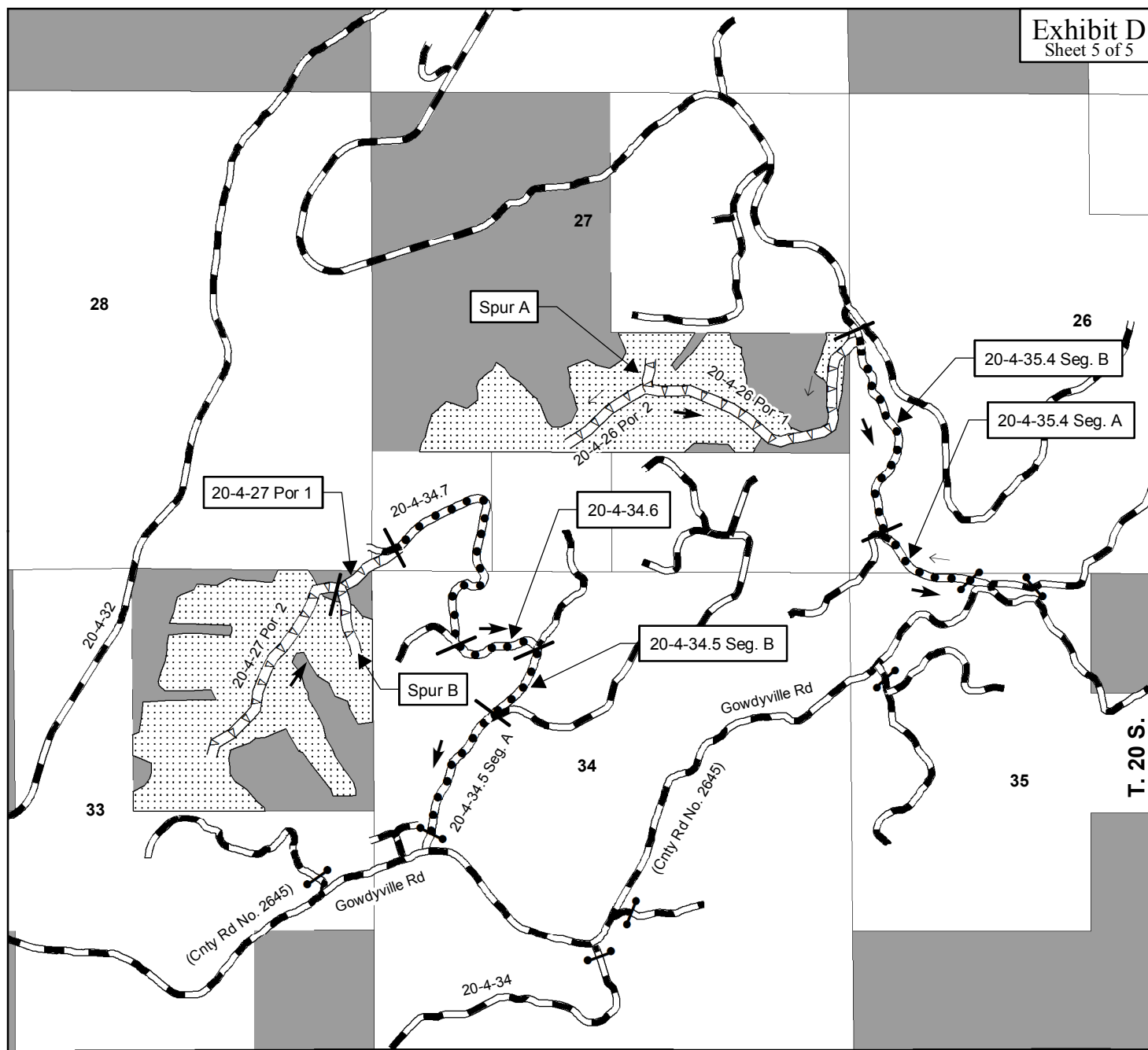


- Boundary - Cutting Area (Blazed, Painted, & Posted)
- ▭ Contract Area
- Reserve Area
- ▨ Partial Harvest Area
- Corner Found
- Stream
- Gate
- ▤ Construction
- ▬ Rocked Road
- ▭ Right-of-Way
- ▭ 1 Partial Harvest Area (Top)/
100 Partial Harvest Area Acres (Bottom)

Partial Harvest Area	102.0
Right-of-Way Area	2.4
Reserve Area	55.6
Contract Area	160.0

0 1,000 2,000
Feet

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R. 4 W.

SALE NAME: Maxwell Creek
CONTRACT NO.: ORN03-TS19-330

United States Department of the Interior

Bureau of Land Management
Northwest Oregon District Springfield, Oregon

Road Maintenance Map

T. 20 S., R. 4 W.,
Willamette Meridian
Lane County, Oregon

- Purchaser Maintained Road
- Weyerhaeuser Maintained Road
- Rocked Road
- Partial Harvest Area
- BLM
- Private
- Gate
- Road Segment/Portion Break
- Timber Haul Route
- Mineral Haul Route

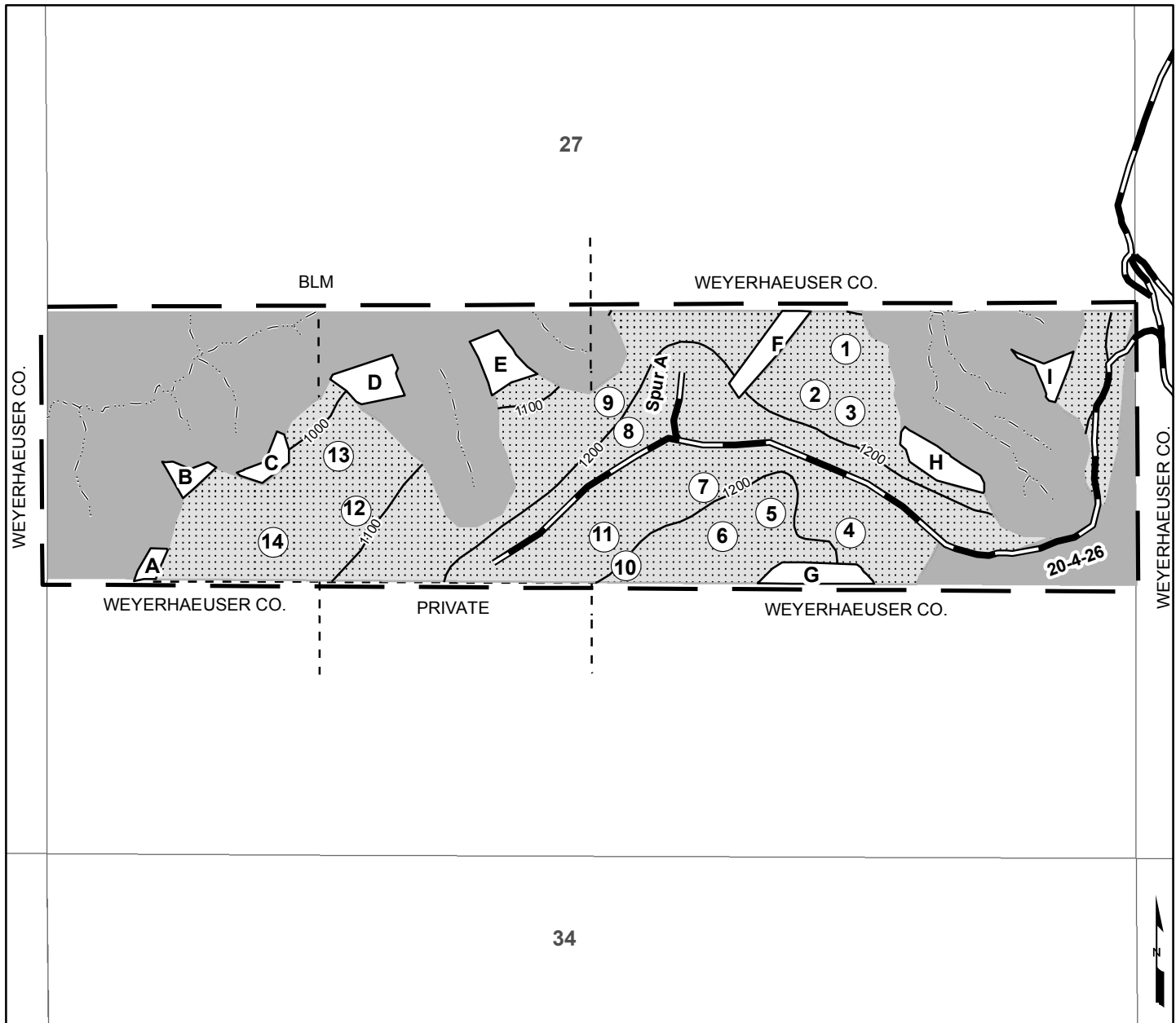
Designed By: J. Spring
Drawn By: J. Spring
Date: 2/13/2019
No Scale



UNITED STATES
Department OF THE INTERIOR
Bureau of Land Management
Maxwell Creek Timber Sale Contract No. ORN03-TS19-330
T. 20 S., R. 4 W., Sec. 27, Northwest Oregon District

Exhibit W

Page 3 of 4



- Contract Area
- Partial Harvest Area
- Reserve Area
- Contours
- Stream
- Rocked Road
- A Snag Creation Area
- 1 Approximate Location of Wildlife Clumps

0 250 500 1,000 1,500 2,000 Feet

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UNITED STATES
DEPARTMENT OF THE INTERIOR
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Maxwell Creek Timber Sale Contract No. ORN03-TS19-330
T. 20 S., R. 4 W., Sec. 33, Northwest Oregon District

Exhibit W

Page 4 of 4



- Contract Area
- Partial Harvest Area
- Boundary - Cutting Area (Blazed, Painted, & Posted)
- Reserve Area
- Contours
- Stream
- Gate
- Natural Road
- Rocked Road
- Snag Creation Area
- Approximate Location of Wildlife Clumps

0 250 500 1,000 1,500 2,000 Feet

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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 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 Areas as shown on Exhibit A.
- (c) All trees 40" or greater in diameter at breast height (DBH) within the Partial Harvest Areas shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer. Trees 40" DBH or greater which are felled shall be retained on site.
- (d) All snags, hardwoods, or Pacific yew trees in the Partial Harvest Areas 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.
- (e) All existing down woody material six inches or greater in diameter at the large end and greater than twenty feet in length in the Partial Harvest Areas shown on Exhibit A.

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) In the Partial Harvest Areas shown on Exhibit A, all trees designated for cutting shall be felled to lead and cut into log lengths not to exceed 40 feet before being yarded.
- (4) In the Partial Harvest Areas shown on Exhibit A, all trees designated for cutting shall be yarded with limb and tops attached unless otherwise approved by the Authorized Officer.
- (5) No felling, yarding, or loading shall be permitted in or through the Reserve Area shown on Exhibit A, unless otherwise allowed by the Authorized Officer.
- (6) In the Reserve Area shown on Exhibit A, logs may be yarded over streams in accordance with Section 42(b)(10). Trees felled in the Reserve Area for these cable corridors shall be felled toward the stream and remain on site, unless otherwise directed by the Authorized Officer.

- (7) No felling or yarding shall be conducted in the Partial Harvest Areas as 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) No yarding or hauling shall be conducted on natural surfaced roads or to the west of Road No. 20-4-34.5 on Gowdyville Road during periods of wet weather, as determined by the Authorized Officer.
- (9) 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.
- (10) In the Partial Harvest Areas shown on Exhibit A, except where ground-based yarding as allowed in Section 42(b)(11), yarding shall be done with a skyline system capable of yarding 1,750 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 Areas, 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.
- (11) In the Partial Harvest Areas 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.

- (12) Before cutting and removing any trees necessary to facilitate logging in the Partial Harvest Areas shown on Exhibit A, the Purchaser shall identify the location of the skid trails in accordance with Section 42(b)(11), cable yarding roads in accordance with Section 42(b)(10), 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) 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.
- (13) 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 Areas, 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 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) 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.
- (bb) 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.
- (cc) 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.
- (dd) 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 in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
 - (4) Cut any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground based yarding. Failed to properly segregate any pulled over tree that was yarded to the landing.
 - (5) 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.
 - (6) Cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
 - (7) Cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.
 - (8) Cut more than the minimum number of trees necessary to properly serve as tie-backs for topped tailhold trees.
 - (9) 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.

(14) Snag Creation

- (aa) Within the Wildlife Clumps and Snag Creation Areas shown on Exhibit W, the Purchaser shall select and girdle a total of 2,001 trees within one year of the completion of yarding (1,336 trees shall be selected for high girdling and 665 trees shall be selected for low girdling). See Exhibit W for specifications, locations, and distribution, which is attached hereto and made a part hereof. Exhibit W contains 4 sheets.
- (bb) Except in those Snag Creation Areas that are outside of the Partial Harvest Areas shown on Exhibit W, girdled trees will be selected from orange painted reserve trees. All girdled trees shall be reserved in accordance with Section 41. No adjustments of volume or value shall be made to meet these requirements.

- (15) 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, Use, and Maintenance

- (1) The Purchaser shall construct Spurs A and B, and Road Nos. 20-4-26 and 20-4-27 in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Exhibit C contains 26 sheets.
- (2) Prior to logging operations, including any loading or unloading of logging equipment, and removal of any timber, except right-of-way timber, the required construction of the haul route roads for that timber shall be completed and accepted as specified in Exhibit C.
- (3) The Purchaser shall rock Spur A and Road No. 20-4-26 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.
- (4) 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 (BLM) 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 Sections 42(c)(5) and, pay the required rockwear obligations described in Section 42(c)(6). The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification to the contract.

Road No and segment	Length Miles Used	Road Ownership	Road Surface Type
Spur A	0.06	BLM	Rock
Spur B	0.14	BLM	Natural
20-4-26	0.86	BLM	Rock
20-4-27	0.62	BLM	Natural

- (5) 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.
- (6) The Purchaser shall pay to the Government a road maintenance obligation for rockwear in the amount Eight Hundred Fifty-three and 67/100 dollars (\$853.67) for the transportation of timber included in the contract price over the roads listed in Section 42(c)(4).

The rockwear fee shown above shall be paid prior to removal of any timber from the contract area. All rockwear fees due as a result of modification shall be made monthly for hauling the previous month at a rate per MBF equal to the appropriate BLM fee current at the time of hauling

- (7) In the use of Road Nos. 20-4-34.5 Seg. A-B, 20-4-34.6, 20-4-34.7 and 20-4-35.4 Seg. A-B and the construction of Road Nos. 20-4-26 and 20-4-27, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. E-339 between the United States of America and Weyerhaeuser Company. 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. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. Said agreement is available for inspection at the Bureau of Land Management, Siuslaw Field 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 Weyerhaeuser Company. The license agreement and insurance certificate shall be delivered to Weyerhaeuser Company 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).
- (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 One Hundred Eighty-one and 00/100 dollars (\$4,181.00) prior to hauling. Additional volume sold by modification will be charged road use fees as a system fee at the rate of \$1.00 per MBF, if applicable, payable at the time of the modification.
- (ee) Pay a lump sum maintenance and rockwear fee totaling Seven Thousand Forty-seven and 24/100 dollars (\$7,047.24) prior to log hauling. All road maintenance and/or rockwear fees due as a result of modification shall be made monthly for hauling the previous month at a rate per MBF equal to the appropriate BLM fee current at the time of hauling. Such payment shall be accompanied by a report of volume hauled as a pro-ration of the volume.
- (ff) In the construction of Road Nos. 20-4-26 and 20-4-27 it is estimated that approximately 5 MBF (16 foot log Scribner volume) will be removed.

The right-of-way timber associated with the road construction will be cruised by the BLM and paid for by the Licensee.

- (8) 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.

(d) 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 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 greater than 6 inches in diameter, where available, on surfaces in a discontinuous pattern, as directed by the Authorized Officer.
- (dd) Purchaser shall block roads at entry points with root wads, logs and slash as directed by the Authorized Officer.

		If Not Rocked				If Rocked		
		(aa)	(bb)	(cc)	(dd)	(bb)	(cc)	(dd)
Road Name/Number	Surface	Decompact	Waterbar	Logging Slash	Block	Waterbar	Logging Slash	Block
Skid Trails	N/A	X	X	X	X			
Spur A	Rock	X	X			X		X
Spur B	Natural	X	X					
20-4-27	Natural	X	X	X (100 ft)	X			
20-4-26	Rock	X	X	X (100 ft)	X	X	X (100 ft)	X

- (3) In addition to the drainage requirements listed above, and as specified on Exhibit H, waterbars shall be placed within 25 feet upslope of all remaining cross drains. Waterbars shall be keyed into existing ditches and ditch dams shall be constructed to capture flow, as 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, decommissioning, and slash disposal equipment 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 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. 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 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, 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 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.

The Purchaser shall notify the Authorized Officer in writing by February 1 of each calendar year in which operations are expected to take place on the contract area between March 1 and September 30, both days inclusive. If notification is not received by the Authorized Officer by February 1, felling, bucking, yarding, road construction or any other activity with the potential to disturb nesting owls may not be allowed during this time period.

Upon receipt of a notice that the Purchaser expects to perform such operations during this time period, the Government will conduct surveys to determine whether spotted owls are nesting within 0.25 mile of the harvest units. If it is determined that spotted owls are not nesting or that no young have been produced, the Authorized Officer may lift the seasonal restriction on such operations in writing. Without this written approval, such operations are prohibited from March 1 through September 30 of each year.

(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 logging residue reduction and/or site preparation, a pre-work 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/or site preparation shall be done in accordance with the plans developed at the pre-work conference.

(bb) Pile and cover all slash situated within twenty-five (25) feet of Spurs A and B and Road Nos. 20-4-26 and 20-4-27. 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) 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.

- (3) In lieu of performing slash disposal as identified in Section 42(f)(1) and Section 42(f)(2) 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(f)(1) and Section 42(f)(2). Upon completion of slash removal, the purchaser shall report tonnage of slash removed in accordance with this provision.

(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 (8¾) 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 (8¾) 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.



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

Timber Appraisal

Sale Name: Maxwell Creek	Sale Date: Thursday, June 27, 2019
BLM District: NW Oregon DO	Unit of Measure: 16' MBF
Contract #: ORN03-TS-2019.0330	Contract Term: 36 months
Sale Type: Advertised	Contract Mechanism: 5450-3
	Sale of Timber - Lump Sum

SBA Set-Aside

Content

**Timber Appraisal Summary
Stumpage Summary
Unit Summary
Stump to Truck
Transportation
Engineering Allowances
Other Allowances**

Prepared By: Zimmerlee, Chance Z - 5/20/2019

Approved By: Teigland, Kevin O - 5/21/2019

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Lane	20S	4W	27	N1/2S1/2	Willamette
O&C	Lane	20S	4W	33	NE1/4	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	4,037.0	4,143.0	4,159.0	45,170	114	7,737
Grandfir	134.0	138.0	138.0	1,342	5	216
Western Redcedar	10.0	11.0	11.0	312	0	100
Totals	4,181.0	4,292.0	4,308.0	46,824	119	8,053

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
0.0	181.0	5.5	186.5	22.4

Logging Costs

Stump to Truck	\$495,726.65
Transportation	\$160,950.00
Road Construction	\$118,773.12
Maintenance/Rockwear	\$12,975.16
Road Use	\$4,181.00
Other Allowances	\$113,854.10
Total:	\$906,460.03
Total Logging Cost per MBF:	\$216.80

Utilization Centers

Location	Distance	% of Net Volume
I5 Eugene	29.0 miles	100 %

Profit & Risk

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

Tract Features

Quadratic Mean DBH	19.0 in
Average GM Log	92 bf
Average Volume per Acre	22.4 mbf
Recovery	97 %
<u>Net MBF volume:</u>	
Green	4,181.0 mbf
Salvage	0 mbf
Export	0 mbf
<u>Ground Base Logging:</u>	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft
<u>Cable Logging:</u>	
Percent of Sale Volume	100 %
Average Yarding Slope	40 %
Average Yarding Distance	400 ft
<u>Aerial Logging:</u>	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

Cruise

Cruise Completed	December 2018
Cruised By	Chance Z., Albert R.
Cruise Method	VP,3p

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	7,737	4,037.0	\$556.23	\$66.75	\$216.80	\$0.00	\$272.70	\$1,100,889.90
Grandfir	216	134.0	\$421.97	\$50.64	\$216.80	\$0.00	\$154.50	\$20,703.00
Western Redcedar	100	10.0	\$918.90	\$110.27	\$216.80	\$0.00	\$591.80	\$5,918.00
Totals	8,053	4,181.0						\$1,127,510.90

Percent of Volume By Log Grade

Species	No. 1 & 2 Peeler	No. 3 Peeler	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Douglas Fir				77.0 %	21.0 %	2.0 %	

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Grandfir				83.0 %	16.0 %	1.0 %	

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill			Camp Run
Western Redcedar				100.0 %			

Maxwell Creek**Unit Summary****ORN03-TS-2019.0330****Unit: 1**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	1,607.0	1,649.0	1,654.0	3,172
Grandfir	57.0	58.0	58.0	90
Western Redcedar	4.0	5.0	5.0	44
Totals:	1,668.0	1,712.0	1,717.0	3,306

Net Volume/Acre: 21.1 MBF

Regeneration Harvest	0.0
Partial Cut	79.0
Right of Way	0.0
Total Acres:	79.0

Unit: 2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	2,075.0	2,129.0	2,136.0	4,096
Grandfir	73.0	76.0	76.0	117
Western Redcedar	6.0	6.0	6.0	56
Totals:	2,154.0	2,211.0	2,218.0	4,269

Net Volume/Acre: 21.1 MBF

Regeneration Harvest	0.0
Partial Cut	102.0
Right of Way	0.0
Total Acres:	102.0

Unit: RW1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	216.0	222.0	224.0	278
Grandfir	4.0	4.0	4.0	9
Totals:	220.0	226.0	228.0	287

Net Volume/Acre: 71.0 MBF

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	3.1
Total Acres:	3.1

Unit: RW2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	139.0	143.0	145.0	191
Totals:	139.0	143.0	145.0	191

Net Volume/Acre: 57.9 MBF

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	2.4
Total Acres:	2.4

Total Stump To Truck	Net Volume	\$/MBF
\$495,726.65	4,181.0	\$118.57

Stump to Truck: Falling, Bucking, Yarding, & Loading

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Cable: Medium Yarder	GM MBF	3,923.0	\$117.40	\$460,560.20	6 Loads a day @ 4800 bf/load
Wheel Skidder	GM MBF	369.0	\$92.05	\$33,966.45	6 Loads a day @ 4800bf/load
Subtotal				\$494,526.65	

Additional Costs

Item	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Subtotal				\$0.00	

Additional Moves

Equipment	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Logging equipment	Each	2.0	\$600.00	\$1,200.00	
Subtotal				\$1,200.00	

Total	Net Volume	\$/MBF
\$160,950.00	4,181.0	\$38.50

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
I5 Eugene	29.0	Log Haul	GM MBF	4,292.0	\$37.50	\$160,950.00	100 %

Comments:

Lorane and Territorial Hwy \$90 per hour * 2 = \$180 per trip/4.8 per load = \$37.50

Engineering Allowances

Total	Net Volume	\$/MBF
\$135,929.28	4,181.0	\$32.51

Cost Item	Total Cost
Road Construction:	\$118,773.12
Road Maintenance/Rockwear:	\$12,975.16
Road Use Fees:	\$4,181.00

Total	Net Volume	\$/MBF
\$113,854.10	4,181.0	\$27.23

Environmental Protection

Cost item	Total Cost
Equipment Washing	\$525.00
Subtotal	\$525.00

Miscellaneous

Cost item	Total Cost
Basal Girdle	\$15,960.00
High Girdle	\$84,125.00
Subtotal	\$100,085.00

Road Construction, Maintenance, Use, & Decommissioning

Cost item	Total Cost
Road Decommissioning	\$7,544.10
Subtotal	\$7,544.10

Slash Disposal & Site Prep

Cost item	Total Cost
Fuels treatment	\$5,700.00
Subtotal	\$5,700.00

Comments:

Tree Girdling see exhibit K

No skid trail decom, no ground base.