

# PROSPECTUS



## United States Department of the Interior

### BUREAU OF LAND MANAGEMENT

Eugene District Office

P.O. Box 10226

Eugene, Oregon 97440-2226

IN REPLY REFER TO:

5430A

February 29, 2012

**Parcel No. 3**  
**Tract No. E-12-654**  
**Upper Willamette Resource Area**

**Parsons Resale**

### 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 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or her representative, at the **EUGENE DISTRICT OFFICE, 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON**. The timber sale will commence at 10:00 a.m. on Thursday, **March 29, 2012**.

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;
2. Comply with a court order, or;
3. Protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Eugene District Record of Decision (ROD) and Resource Management Plan (RMP), or;
4. Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP.

This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

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 February 29, 2012. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper to ensure accurate knowledge of the exact publication date.

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

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

1. Form 1140-6, 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 1140-7, Equal Opportunity Affirmative Action Program Representation, for all contracts over \$10,000.
3. Form 1140-8, Equal Opportunity Compliance Report Certification.
4. Form 5450-17, Export Determination.

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

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

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

**LOG EXPORT AND SUBSTITUTION.** All timber sales, including timber from Federal rights-of-ways, shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5424, as amended.

**LOG EXPORT AND SUBSTITUTION RESTRICTIONS.** Excepting Port-Orford-cedar, all timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

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

**ADDITIONAL INFORMATION** concerning each timber sale tract described herein is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office. This prospectus includes maps and tables that cannot be made Section 508 compliant. For help with its data or information, please contact the Eugene District Office at 541-683-6417.

**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 Eugene District Office.

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

Attachments:

- Form 5440-9
- Form 1140-4
- Form 1140-6
- Form 5450-22

EUGENE DISTRICT  
UPPER WILLAMETTE RESOURCE AREA

PARCEL NO.: 3  
SALE DATE: 03/29/2012

Tract No. E-12-654 Parsons Resale  
Lane and Linn Counties, Oregon: O&C

Bid Deposit Required: \$23,100.00

All timber designated for cutting on All Section 5; Lots 1 & 2, Section 7, T. 16 S., R. 2 W., Will. Mer.

Estimated Volume 32' Log (MBF)	Estimated Volume (CCF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Approx. Price
4,783	9,515	Douglas-fir	5,626	\$ 40.90*	\$ 230,103.40

\*10% of Pond Value

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

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

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

CRUISE INFORMATION: Volume for Douglas-fir in the Partial Harvest Areas was variable plot cruised. The Partial Harvest Areas contain a total of 288 plots and 109 randomly selected sample trees. The tree count was determined with a Relaskop using a 20 BAF in Partial Harvest Area No. 1 and 2. Sample trees were randomly selected and volume is expanded to a total Partial Harvest Area volume in 16-foot lengths using the **National Cruise Program**. A map showing the location of the sample trees is available at the Eugene District Office

With respect to merchantable Douglas-fir (sample) trees: The average tree is 17.2 DBHOB; the average log contains 75 bd. ft.; the total gross volume is approximately 5,887 MBF; 96% recovery is expected; and 0% was determined to be salvage volume.

CUTTING AREA: Two areas totaling approximately 370 acres must be partial harvested.

ACCESS: Access to the sale is provided by:

1. A public road;
2. BLM existing roads;
3. Roads covered by a Right-of-Way and Road Use Agreement No. E-573 between Weyerhaeuser Company and the United States. In the use of private roads, the Purchaser shall enter into a license agreement with Weyerhaeuser Company. The license agreements 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 Weyerhaeuser Company a road use fee estimated at \$10,430.00 for the use of roads under their control. In addition the Purchaser shall at Weyerhaeuser Company's option, perform maintenance on Weyerhaeuser Company roads and pay rockwear fee estimated at \$8,504.78, or Weyerhaeuser will maintain and the Purchaser shall pay to Weyerhaeuser road maintenance and rockwear fees for timber haul estimated at \$21,900.04.

The Purchaser shall pay to BLM maintenance fees of \$1,471.99 for timber haul on BLM paved roads. The Purchaser shall maintain all BLM gravel roads and pay BLM a rockwear fee of \$1,515.28 for timber haul. 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.

There is no road construction, renovation, or decommissioning work required on the sale; therefore no Exhibit C has been prepared.

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 maintenance, logging methods, prevention of erosion, felling of trees designated for cutting, logging residue reduction and submission of a written logging plan specifying landing locations, logging methods and logging schedule.

**A revised Special Provision has been added to the contract which enables the Contracting Officer to allow the Purchaser to remove material from the Contract Area instead of disposing of slash by piling, covering and burning.**

It is estimated that approximately 176 MBF of additional timber, such as corridor and guyline trees, may be removed under the contract, but it is not included in the advertised sale volume, nor is it included in the timber sale appraisal.

**OTHER SPECIAL REQUIREMENTS:**

1. No felling or yarding shall be conducted in the Partial Harvest Area No. 1 in T. 16 S., R. 2 W, Section 5, from March 1 through September 30 of each year, both days inclusive. These are northern spotted owl restrictions. The Purchaser may, at his own expense and risk, conduct surveys in order to potentially waive or modify these restrictions. The BLM has no plans to survey the area.
2. The reserve trees in the Partial Harvest Area have been marked with yellow paint above and below stump height.
3. The Purchaser shall be required to clean logging, road maintenance and decompaction equipment to remove dirt and plant debris that may contain noxious weed seeds from the under carriage, tracks and tire treads prior to entry to BLM lands.
4. Corridors may need to be adjusted to avoid cutting large snags and trees 28 inch DBH or greater.
5. Lift trees and intermediate supports may be required to log portions of the Partial Harvest Area - Cable.
6. No felling or yarding shall be conducted on Partial Harvest Area No. 2 during sap flow from April 1 to June 30 of each year, both days inclusive, unless otherwise approved by the Authorized Officer.
7. All trees designated for cutting shall be felled to lead and bucked into log lengths not to exceed 40 feet before being yarded
8. Yarding in the Partial Harvest Area - Cable, shall be done with a skyline system capable of lateral yarding 75 feet each side of the skyline corridor.
9. Skyline corridors shall be a minimum of 150 feet apart with parallel settings on roads if topography allows unless otherwise approved by the Authorized Officer. Skyline corridors shall not exceed 12 feet in width.
10. The Purchaser shall provide a map of requested skyline and skid road locations a minimum of seven (7) working days in advance of cutting to obtain approval of the locations from the Authorized Officer
11. In the Partial Harvest Area – Helicopter, yarding shall be done with a helicopter capable of full suspension with vertical lift to prevent damage to residual stand.
12. Use of helicopter landings on Weyerhaeuser Company land will be coordinated with Weyerhaeuser Company.
13. **Several tall radio towers with guylines are located adjacent to Partial Harvest Area No. 2.**
14. Piling, covering and burning of slash required on all BLM landings.

**OPTIONAL CONTRIBUTION:** The Purchaser will have the option of performing slash pile burning or contributing \$372.11 in lieu thereof. The option must be declared prior to contract execution. Piling and covering are not included in the Optional Contribution and will remain the responsibility of the Purchaser.

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

**NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA:**

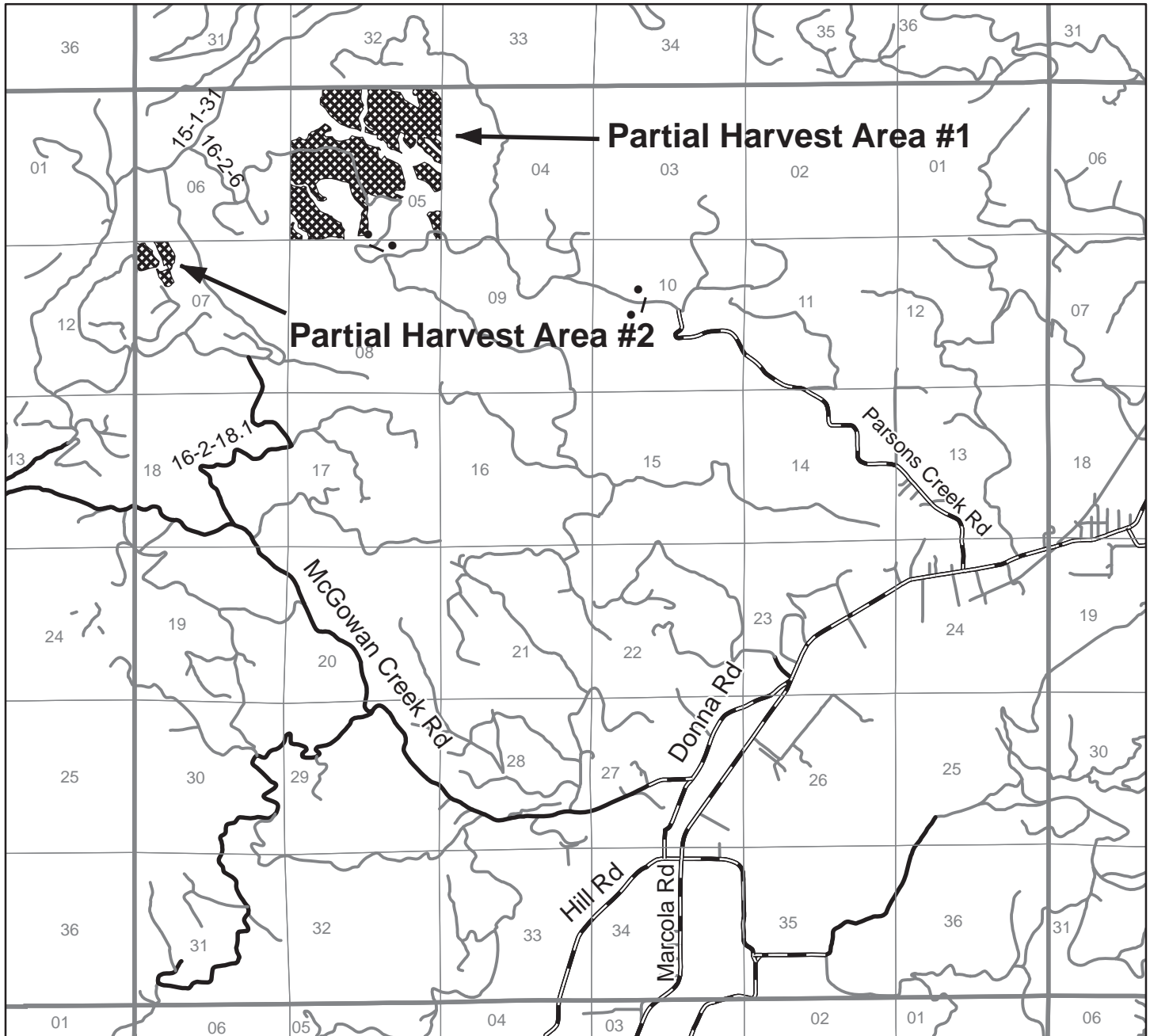
Access to the sale is through a locked gate (Partial Harvest Area 1) over private lands. Prospective bidders may obtain a key from the Eugene District Office. Any other persons interested in visiting the timber sale should first contact Brian Bickford at 541-683-6163.

From Springfield proceed northeast on Marcola Road (County Road No. 1900) for approximately 6 miles. Turn west on Hill Road, then north on Donna Road for approximately 1/2 mile. Turn west on McGowan Creek Road and travel approximately 4 miles to Road No. 16-2-18.1. Turn north on Road No. 16-2-18.1 and follow signs to Partial Harvest Area No. 2. From Road No. 16-2-18.1, proceed northwest for approximately 1.5 miles to Road No. 15-1-31. Proceed northeast on this road for 1/10 mile and follow signs to Partial Harvest Area No. 1.

# TIMBER SALE LOCATION MAP

SALE NAME: PARSONS RESALE

T. 16 S., R. 2 W., SEC. 5 AND SEC. 7, WILL. MER., EUGENE DISTRICT



**Partial Harvest Area** — Rocked Road • — • Gate  
**County Road** — Paved Road

0 0.5 1 1.5 2 Miles

## **NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA:**

Access to the sale is through a locked gate (Partial Harvest Area 1) over private lands. Prospective bidders may obtain a key from the Eugene District Office. Any other persons interested in visiting the timber sale should first contact Brian Bickford at 541-683-6163.

From Springfield proceed northeast on Marcola Road (County Road No. 1900) for approximately 6 miles. Turn west on Hill Road, then north on Donna Road for approximately 1/2 mile. Turn west on McGowan Creek Road and travel approximately 4 miles to Road No. 16-2-18.1. Turn north on Road No. 16-2-18.1 and follow signs to Partial Harvest Area No. 2. From Road No. 16-2-18.1, proceed northwest for approximately 1.5 miles to Road No. 15-1-31. Proceed northeast on this road for 1/10 mile and follow signs to Partial Harvest Area No. 1.



# Seasonal Restriction Matrix

Restricted Times 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
<b>Felling and Yarding</b>																								
Felling and yarding <u>Partial Harvest Area No. 1</u>																								
<ul style="list-style-type: none"> <li>March 1 – September 30, may be changed if Purchaser elects to conduct surveys for northern spotted owls.</li> </ul>																								
Felling and yarding <u>Partial Harvest Area No. 2</u>																								
<ul style="list-style-type: none"> <li>April 1 – June 30, both days inclusive, for sap flow.</li> <li>Sap flow restrictions may be conditionally waived.</li> </ul>																								
<b>Use of Helicopter Landings</b>																								
<u>T. 15 S., R. 2 W., Sec. 32;</u> <u>T. 16 S., R. 2 W., Sec. 4, 5, 6</u>																								
<ul style="list-style-type: none"> <li>March 1 – September 30, may be changed if Purchaser elects to conduct surveys for northern spotted owls.</li> </ul>																								

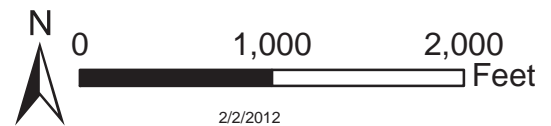
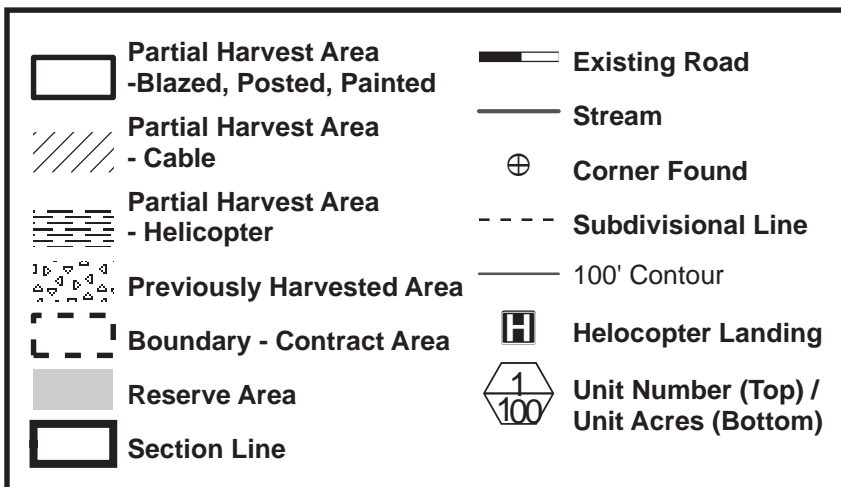
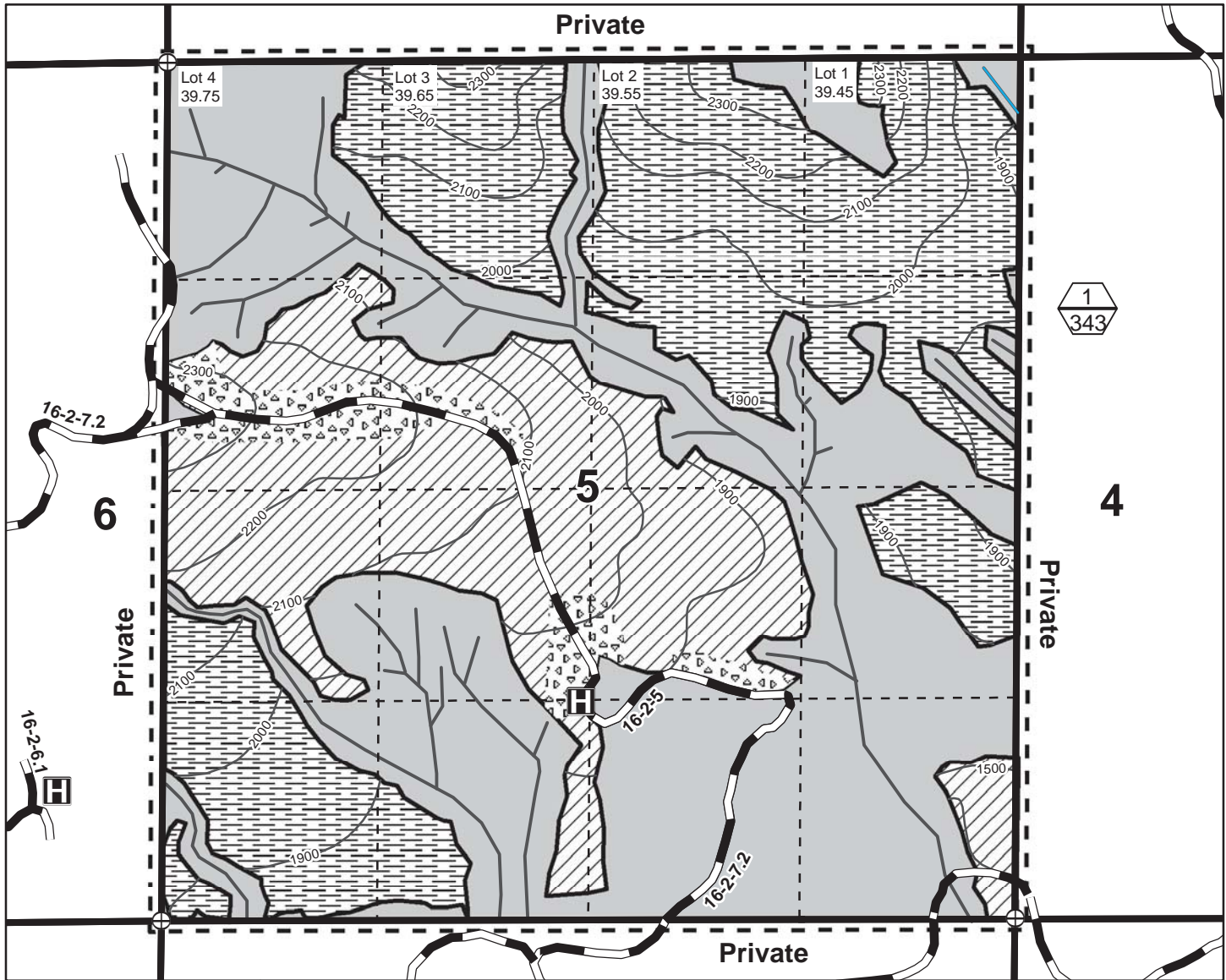
NOTE: This chart is for informational purposes only. Refer to Section 41 Special Provisions of the timber sale contract for exact date restrictions and specifications.  
Subject to transient winter snow, elevation ranges from 1000 – 2500 feet.



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"  
SHEET 1 of 2

SALE NAME: PARSONS RESALE TIMBER SALE CONTRACT NO.: ORE06-TS12-654  
T.16 S., R. 2 W., SEC. 5, WILL. MER., EUGENE DISTRICT



GRAND TOTAL SECTIONS 5 & 7	
TOTAL PARTIAL HARVEST AREA	370.00 ACRES
PREVIOUSLY HARVESTED AREA	17.00 ACRES
TOTAL RESERVE AREA	340.91 ACRES
TOTAL CONTRACT AREA	727.91 ACRES

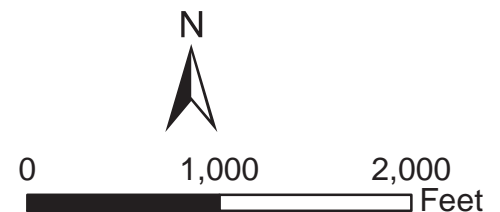
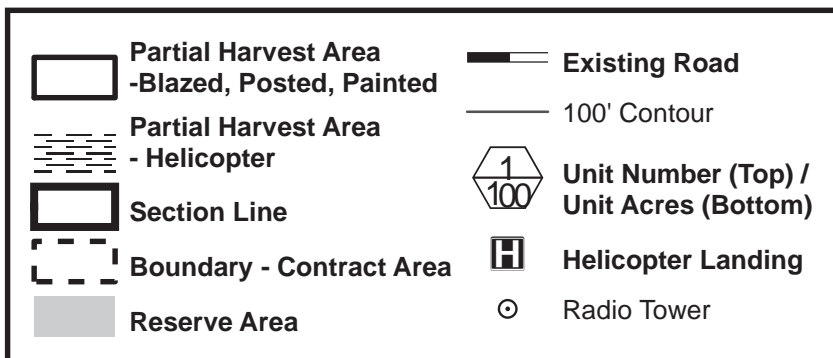
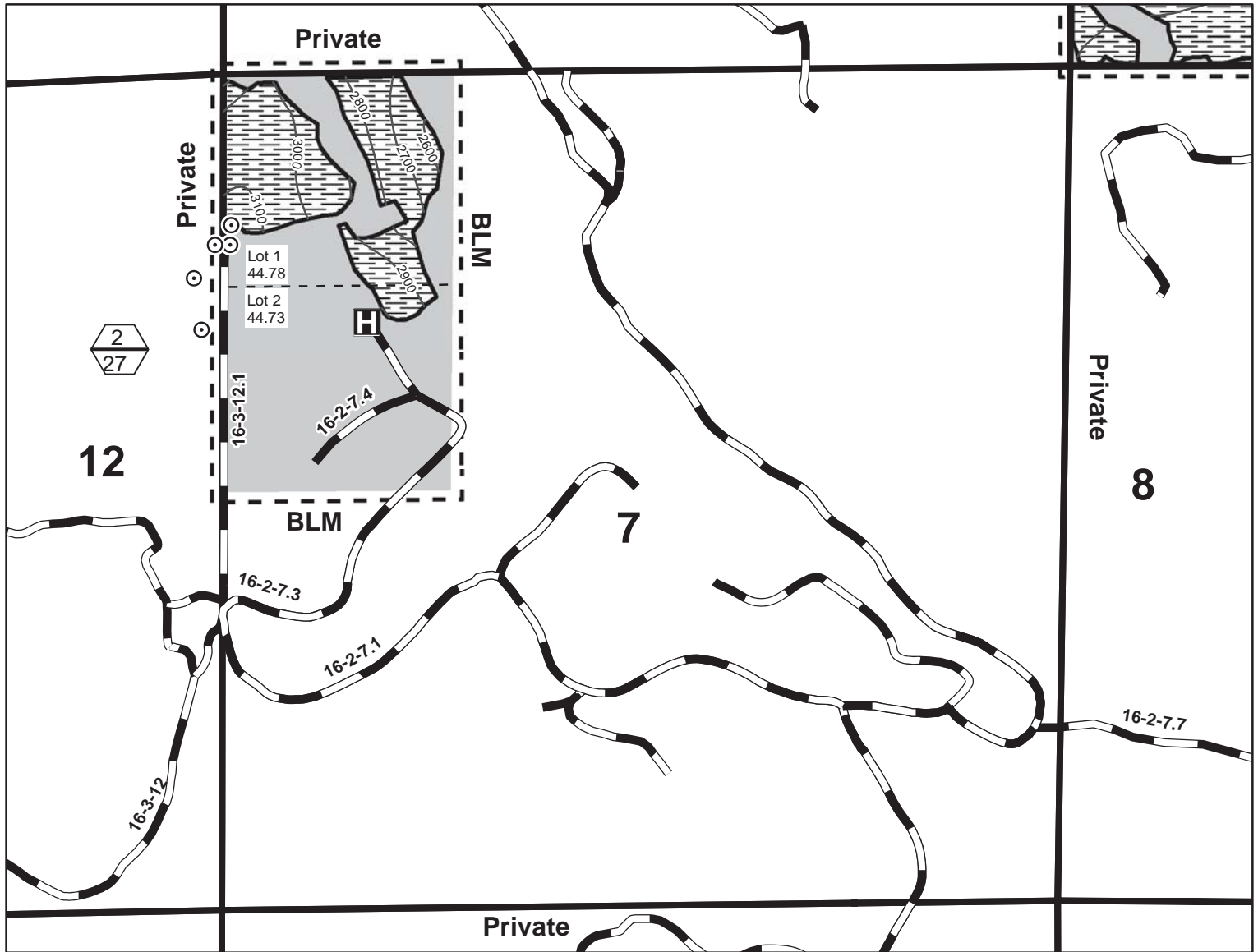
TOTAL SECTION 5	
TOTAL PARTIAL HARVEST AREA	343.00 ACRES
PREVIOUSLY HARVESTED AREA	17.00 ACRES
TOTAL RESERVE AREA	278.40 ACRES
TOTAL CONTRACT AREA	638.40 ACRES



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"  
SHEET 2 of 2

SALE NAME: PARSONS RESALE TIMBER SALE CONTRACT NO.: ORE06-TS12-654  
T.16 S., R. 2 W., SEC. 7 WILL. MER., EUGENE DISTRICT



2/2/2012

TOTAL SECTION 7	
TOTAL PARTIAL HARVEST AREA	27.00 ACRES
TOTAL RESERVE AREA	62.51 ACRES
TOTAL CONTRACT AREA	89.51 ACRES

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.

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



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

## EXHIBIT B

## LUMP SUM SALE

Contract No.

ORE06-TS12-654

Parsons Resale

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**.

SPECIES	ESTIMATED VOLUME OR QUANTITY <i>(Units Specified)</i>	PRICE PER UNIT	AMOUNT OF ESTIMATED VOLUME OR QUANTITY X UNIT PRICE
Douglas-fir	5,626 MBF		
TOTALS	5,626 MBF		

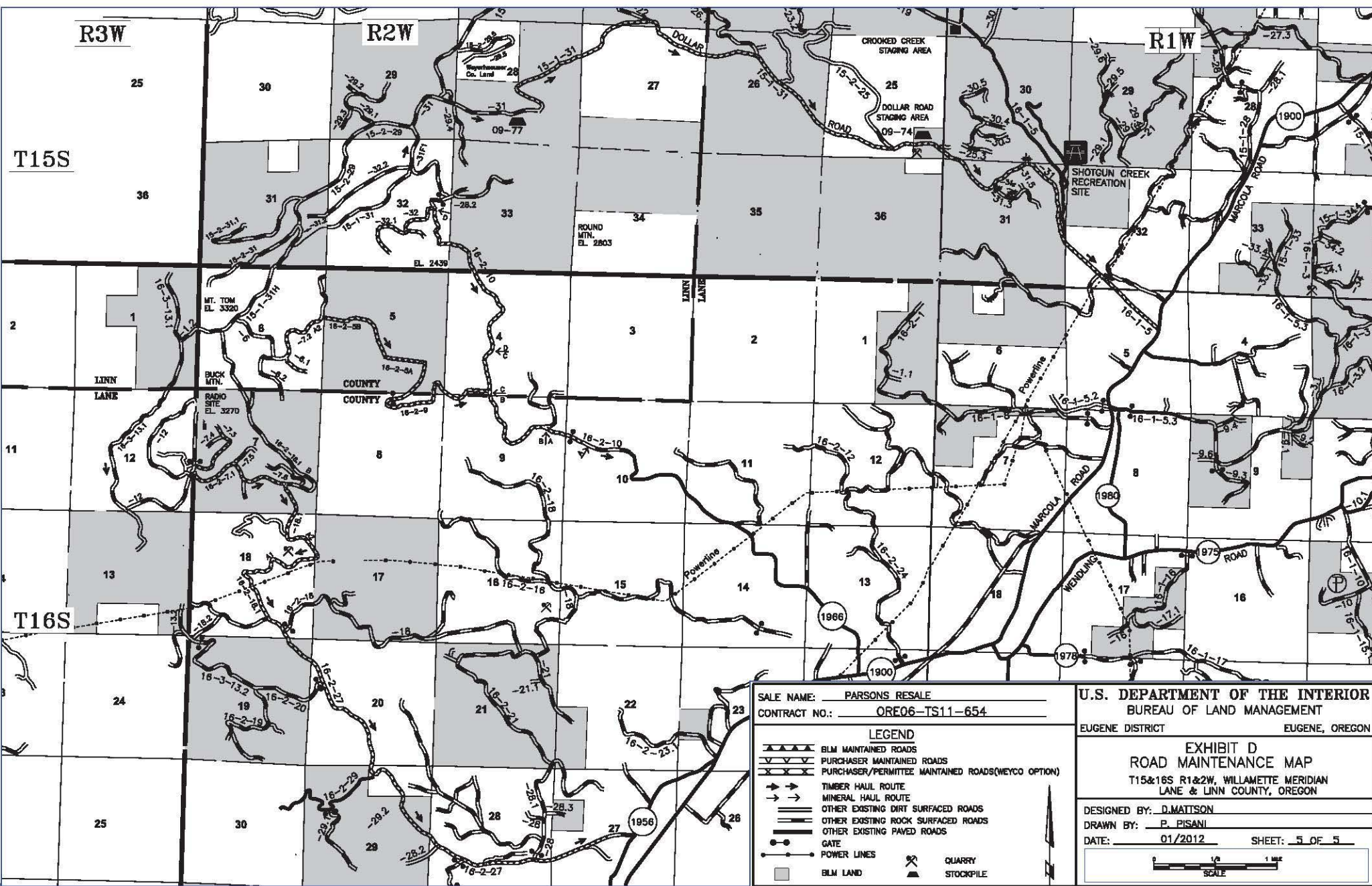
The apportionment of the total purchase price is as follows:

Partial Harvest Area No. 1 – 343 Acres (15.2 MBF/Acre)

Douglas-fir	5,215 MBF
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Partial Harvest Area No. 2 – 27 Acres (15.2 MBF/Acre)

Douglas-fir 411 MBF



SALE NAME: PARSONS RESALE  
CONTRACT NO.: ORE06-TS11-654

- LEGEND**
- BLM MAINTAINED ROADS
  - PURCHASER MAINTAINED ROADS
  - PURCHASER/PERMITTEE MAINTAINED ROADS(WEYCO OPTION)
  - TIMBER HAUL ROUTE
  - MINERAL HAUL ROUTE
  - OTHER EXISTING DIRT SURFACED ROADS
  - OTHER EXISTING ROCK SURFACED ROADS
  - OTHER EXISTING PAVED ROADS
  - GATE
  - POWER LINES
  - BLM LAND
  - QUARRY STOCKPILE

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

**EXHIBIT D**  
**ROAD MAINTENANCE MAP**  
T15&16S R1&2W, WILLAMETTE MERIDIAN  
LANE & LINN COUNTY, OREGON

DESIGNED BY: D.MATTISON  
DRAWN BY: P. PISANI  
DATE: 01/2012      SHEET: 5 OF 5



### **SPECIAL PROVISIONS FOR LOGGING RESIDUE REDUCTION**

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

#### **CONSTRUCTION AND COVERING OF MACHINE PILES**

1. Purchaser shall pile logging slash at all landings in the Partial Harvest Areas as directed by the Authorized Officer.
2. All logging slash more than 2 feet long and between 1 and 6 inches in diameter at the large end shall be piled. In all cases, the debris after treatment shall be less than 6 inches deep.
3. Slash shall be piled as directed by the Authorized Officer. The piles shall be tight, free of mineral soil and free of projecting limbs or slash preventing adequate covering, and in locations suitable for burning. Piles shall be a minimum of 4 feet tall. Piles shall be no closer than 10 feet to residual trees.
4. Slash piles and landing piles shall be covered with polyethylene plastic film .004 inch thick. Each pile shall have a 10 foot x 10 foot cover, and covering shall be anchored to the satisfaction of the Authorized Officer. Covering shall be completed as directed by the Authorized Officer.

#### **PRESCRIBED BURNING**

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

All listed personnel shall be physically fit, experienced and fully capable of functioning as required. In addition, all listed personnel shall be qualified according to the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide, PMS-310-1 and provide documentation of these qualifications. On the day of ignition all listed personnel shall be fluent in speaking and understanding English, clothing shall consist of long pants and long sleeved shirts, and be of approved aramid fabric (Nomex™ or equivalent), as well as being free of diesel fuel oil. All personnel shall wear lug sole boots with minimum eight (8) inch tall uppers that provide ankle support, approved hardhats and leather gloves. Personnel who do not meet these requirements or do not have proper clothing and personal protective equipment (PPE) will not be allowed to participate.

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

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

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

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

Sec. 39. Time for Removal of Personal Property — Purchaser shall have the right within **one ( 1 )** months after expiration of time for cutting and removal to remove his equipment, improvement, or other personal property from Government lands or rights-of-way; *Provided, however,* that any improvements such as road surfacing, culverts and bridges which have become a permanent part of a Government road, shall not be removed. The Authorized Officer may, in his

discretion, grant an extension of time, not to exceed three (3) months for 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. 40. 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.

See Sheet 1 which is attached hereto and made a part hereof.

Tract No. E-12-654

Parcel No. 3

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 EUGENE DISTRICT OFFICE, 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON.

SALE DATE: March 29, 2012

Sec. 41. Special Provisions — Purchaser shall comply with the special provisions which are attached hereto and made 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:
<div>(Name of Firm)</div>	<div>(Name of Corporation)</div>
<div>(Name)</div>	<div>(Name)</div>
<div>(Address)</div>	<div>(Title)</div>
<div>(Name)</div>	<div>UNITED STATES OF AMERICA</div>
<div>(Address)</div>	By <div>(Name)</div>
<div>(Name)</div>	<div>(Title)</div>
<div>(Address)</div>	<div>(Date)</div>

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 representation as to any matter within its jurisdiction.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

This information is being collected to obtain data relevant to the operation of this timber sale contract.

This information will be used to administer our timber sale program.

Response to this request is required to obtain a benefit.

(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.

[CORPORATE SEAL]

#### SEC. 40 - Timber Reserved From Cutting

- (a) All timber on the Reserve Area shown on Exhibit A and all blazed, yellow painted and posted trees which are on or mark the boundaries of the Reserve or Partial Harvest Area.
- (b) All trees marked with yellow paint above and below stump height in the Partial Harvest Area shown on Exhibit A.
- (c) All Pacific yew, western redcedar, incense cedar, hardwood trees and snags in the Partial Harvest Area that do not cause a safety hazard and where removal is not needed for operational activities as determined by the Authorized Officer. Pacific yew, western redcedar, incense cedar, hardwood trees and snags felled for safety and operational reasons shall remain on site.
- (d) Down Wood: All existing decay class 3, 4, and 5 logs in the Partial Harvest Areas shown on Exhibit A. Decay classes are illustrated on Exhibit I which is attached hereto and made a part hereof.

#### SEC. 41 - Special Provisions

##### (a) Periodic Payment and First Installment Adjustment

- (1) Notwithstanding the provisions of Section 3(b), the amount of the first installment may be reduced by the Government when the Contracting Officer requests the Purchaser to interrupt or delay operations for a period expected to last more than thirty (30) days during the operating season. Such interruption or delay must be beyond the Purchaser's control. Operating Season shall be defined, for this purpose, as the time of year in which operations of the type required are normally conducted and not specifically restricted under the contract. The first installment may be reduced to five (5) percent of the installment amount listed in Section 3(b), during the delay period. The Purchaser must request such a reduction in writing. When the Contracting Officer notifies the Purchaser that operations may proceed, the Purchaser shall have fifteen (15) days after such notification to return the first installment to the full value specified in Section 3(b). Failure to return the first installment to the full value within the allotted time will be considered a material breach of contract. No timber shall be cut or removed from the contract area until the first installment is restored to the full amount.
- (2) Notwithstanding the provisions of Section 3(b), adjustments in the due dates for periodic payments may be made by the Government if the Contracting Officer interrupts or delays contract operations for a period expected to last at least thirty (30) days, and the interruption or delay is beyond the Purchaser's control. Any adjustment made shall provide the Purchaser with an equal amount of operating time as would have been available without the delay. The Purchaser shall request such adjustment in writing before the due date for a periodic payment contained in Section 3(b).

##### (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 of the date operations are planned to begin. This 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 if they intend 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 prework 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 bucked into log lengths not to exceed 40 feet before being yarded unless otherwise approved by the Authorized Officer.

- (4) No felling or yarding on Partial Harvest Area No. 1 shown on Exhibit A, or use of helicopter landings in T. 15 S., R. 2 W., Section 32 or T. 16 S., R. 2 W., Sections 4 and 6 shown on Exhibit A1 shall be conducted from March 1 and September 30, both days inclusive.

If the Purchaser elects to conduct surveys, the Purchaser must notify the Authorized Officer by February 15 of any calendar year that he wishes to conduct such surveys. Surveys must be done to strict protocols and procedures that will be provided by the Authorized Officer. Survey plans and results must be approved by the Authorized Officer prior to issuance of any modification or reduction of the restrictions. Depending upon the results, surveys may result in the Contracting Officer invoking Section 41(d)(5) including suspension of operations or increasing restrictions for the calendar year.

- (5) In the Partial Harvest Areas shown on Exhibit A, felling may be done with mechanized harvesting equipment capable of directionally falling trees, cutting trees to length, completely delimbing the trees and depositing the slash in windrows between the reserve trees as approved by the Authorized Officer under the following conditions:
- (aa) Where slope gradients are less than 35 percent.
  - (bb) When soil moisture content provides the most resistance to compaction as determined by the Authorized Officer, typically between July 1 and September 30.
  - (cc) Mechanized harvester shall travel along the windrows of limbs and slash created by harvesting process.
  - (dd) Movement of cutting equipment off primary trails shall be kept to a single pass.
- (6) No felling, yarding or loading is permitted in or through the Reserve Area shown on Exhibit A.
- (7) In Partial Harvest Areas shown on Exhibit A, trees shall be directionally felled away from Reserve Areas and snags except where there is a safety hazard as determined by the Authorized Officer.
- (8) No felling, yarding, or loading shall be conducted on the Partial Harvest Area No. 2 from April 1 to June 30 of each year, both days inclusive, for sap flow, unless otherwise approved in writing by the Authorized Officer.
- (9) In Partial Harvest Area - Cable shown on Exhibit A, cable yarding shall be done 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. Skyline roads shall not be placed closer than 150 feet apart with parallel settings on roads, if topography allows, unless otherwise approved by the Authorized Officer. During yarding, the lead end of the logs shall be suspended clear of the ground. Intermediate supports and/or lift trees may be needed.
- (10) Before clearing any skyline road necessary for yarding in Partial Harvest Area - Cable shown on Exhibit A, the Purchaser shall:
- (aa) 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 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.
  - (bb) 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.
  - (cc) Conform to all requirements of Section 8 of this contract; provided, however, that the unit prices for additional timber on such skyline roads shall be the unit prices shown in Exhibit B of this contract, or the reappraised unit prices arrived at in accordance with Section 9 of this contract.

- (dd) Cable corridors shall be placed on the landscape to avoid disturbance to snags, down logs, and trees 28 inch DBH or greater, where feasible.
- (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 by the Authorized Officer.
- (12) In the Partial Harvest Area – Helicopter shown on the Exhibit A, yarding shall be done with a helicopter capable of suspending logs free and clear of the ground and tree tops enroute to the landing. All multiple log turns shall be vertically lifted from a small enough radius to result in minimal damage to the residual forest stand as determined by the Authorized Officer.
- (13) All helicopter landings or service landings (located on BLM and/or private land) shall be approved by the Authorized Officer prior to use. The Purchaser shall provide BLM and Weyerhaeuser Company an appropriate "Spill Plan" if fuel trucks, tanks, or barrels are used on helicopter landings.
- (14) Before cutting and removing any reserve trees necessary to facilitate logging in Partial Harvest Area – Cable shown on Exhibit A, the Purchaser shall identify skyline yarding roads in accordance with Section 41(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 roads 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 road, and/or cable yarding road shall be limited to 12 feet.
  - (bb) The Purchaser may immediately cut and remove additional timber to clear skid roads and cable 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.

- (15) 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 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: Trees reserved for the wildlife habitat objectives and tree improvement program under Section 40 of the contract are not included in the authorization.
- (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 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.
- (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(d) 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(d) of the contract have been made.
- (dd) 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 that was reserved for tree improvement and/or wildlife habitat.
  - (4) cut any tree in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
  - (5) cut any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate groundbased yarding.
  - (6) failed to properly segregate any pulled over tree that was yarded to the landing.
  - (7) cut any reserve tree that was not severely (as defined during the prework conference and documented in the approved logging plan) damaged from felling and yarding operations.
  - (8) cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
  - (9) cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.

- (10) cut more than the minimum number of trees necessary to properly serve as tie-backs for topped tailhold trees.
- (11) failed to maintain accurate and current (no more than 24 hours old) documentation of cut and removed timber.

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

If the permission to cut and remove additional timber provision is withdrawn, the Purchaser shall inform the Authorized Officer at least 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 cable-yarding and/or groundbased 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.

(c) Road Use and Maintenance

- (1) BLM 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, provided that the Purchaser pay the required maintenance obligations described in Section 41(c)(4). The Purchaser shall pay current Bureau of Land Management maintenance 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 Control</u>	<u>Road Surface Type</u>
16-2-27 B-D	4.29	BLM	Paved
16-2-18.1A1	1.22	BLM	Paved

- (2) 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, provided that the Purchaser comply with the conditions set forth in Section 41(c)(3) and pay the required rockwear obligation described in Section 41(c)(5). 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 Control</u>	<u>Road Surface Type</u>
16-2-5A	0.25	BLM	Rock
16-2-7.1	0.99	BLM	Rock
16-2-7.2A3	0.32	BLM	Rock
16-2-7.3	0.59	BLM	Rock
16-2-18.1A2,B	0.82	BLM	Rock

- (3) Except for the road maintenance in accordance with Section 41(c)(1) and Section 41(c)(6), 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.
- (4) The Purchaser shall pay the Government a road maintenance obligation in the amount of One Thousand Four Hundred and Seventy-one and 99/100 dollars (\$1,471.99) for the transportation of timber included in the contract price under the terms of the contract over roads listed in Section 41(c)(1).

The above road maintenance amount is for use of 5.51 miles of road, or less. Unless the total maintenance amount is paid prior to commencement of operations on the contract area, payments shall be made in installments of not less than One Thousand and 00/100 dollars (\$1,000.00) payable in the same manner as and together with payments required in Sec. 3 of this contract.

- (5) The Purchaser shall also pay to the Government a road maintenance obligation for rockwear in the amount of One Thousand Five Hundred and Fifteen and 28/100 dollars (\$1,515.28) for the transportation of timber included in the contract price under terms of the contract over the roads listed in Section 41(c)(2). Unless the total rockwear fee shown above is paid prior to commencement of operations on the contract area, payments shall be made in installments, payable in the same manner as and together with payments required in Section 3 of this contract.
- (6) In the use of helicopter landings and Road Nos. 15-2-32, 15-2-32.1, 16-2-5, 16-2-6.1, 16-2-7.2 Segs A2, A4, A5 and A6, 16-2-9 and 16-2-10 Segs A-D the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. E-573 between the United States of America and Weyerhaeuser Company. Prior to the use of said roads and helicopter landings on Weyerhaeuser, 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, Eugene District Office, 3106 Pierce Parkway Suite E, Springfield, Oregon. Such conditions include but are not limited to the following actions by the Purchaser:
  - (aa) Obtain a license agreement from Weyerhaeuser Company. The license agreement, bond and insurance certificate shall be delivered to Weyerhaeuser Company at the Springfield Office at least 15 days prior to use of company roads.
  - (bb) Furnish a performance bond in the amount of Ten Thousand and 00/100 dollars (\$10,000.00).
  - (cc) Maintain comprehensive liability insurance covering all operations, including vehicles, in amounts not less than One Million and 00/100 dollars (\$1,000,000.00) bodily injury for injury to any one person, One Million and 00/100 dollars (\$1,000,000.00) for any one occurrence and, One Million and 00/100 (\$1,000,000.00) property damage for any one occurrence.
  - (dd) Pay a lump sum road use fee of Ten Thousand Four Hundred Thirty and 00/100 dollars (\$10,430.00) prior to log hauling.
  - (ee) Pay maintenance fees monthly, for volume hauled the previous month, at the rate per M bd. ft. equal to the appropriate BLM fee current at the time of hauling or, at Weyerhaeuser's option, the Purchaser shall provide maintenance and pay monthly the appropriate rockwear fees as detailed in the License Agreement. Such payment to be accompanied by a report of volume hauled as a proration of the volume set forth in Exhibit B of this contract. Total maintenance and rockwear fees payable shall be the product of the applicable rates and the estimated volume set forth in said Exhibit B and additional volume sold by contract modification.

- (ff) Prior to the use of helicopter landings on Weyerhaeuser Company land the Purchaser shall hold a pre-work meeting with Weyerhaeuser Company. The Purchaser shall pay Weyerhaeuser in advance \$5.00 per Douglas-fir seedling/sapling that is destroyed or removed during use of the landings. Purchaser shall pile (haystack) bark and logging debris for burning and shall restore roads/landings as directed by Weyerhaeuser Company.
  - (7) 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) The Purchaser shall be required to clean logging and decompacting 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 lands. The Authorized Officer will require inspection of equipment to see that it was cleaned as it arrives on site.
  - (2) Cable yarding corridors shall be waterbarred and covered with slash immediately after use if necessary to prevent erosion, as determined by the Authorized Officer.
  - (3) Upon completion of use of helicopter landings, the Purchaser shall decommission and/or restore the landings on BLM to the satisfaction of the Authorized Officer and landing on Weyerhaeuser land to the satisfaction of the Weyerhaeuser Company. Decommissioning and/or restoring of helicopter landings in T. 16 S., R. 2 W., Sections 4, 5, and 6 and T. 15 S., R. 2 W., Section 32, shall not be permitted between March 31 through September 30, both days inclusive. This restriction may be waived if the Purchaser elects to conduct spotted owl surveys in accordance with Section 41(b)(4).
  - (4) If in connection with operations under this contract the Purchaser, his contractors, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the contract area such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and shall notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Authorized Officer.
  - (5) 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, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
    - (cc) Federal proposed, federal candidate, Bureau sensitive, or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;
    - (dd) Other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;
    - (ee) When, in order to comply with a court order which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
    - (ff) When, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract.

- (gg) Species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
- (hh) When, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

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

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser. Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

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

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

survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

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

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding 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

(e) Fire Prevention, and Slash Disposal and Watershed Protection

- (1) Fire Prevention and Control. Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.
- (2) Fire Hazard Reduction. In addition to the requirements of Section 15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measures required by this contract:
  - (aa) Pile and cover all landing slash in the Partial Harvest Areas. All work shall be completed in accordance with Provisions 1-4 of Exhibit F, which is attached hereto and made a part hereof.
  - (bb) Burn all resulting slash piles. All work shall be completed in accordance with Exhibit F, Provisions 5-8.
  - (cc) In lieu of performing slash disposal as identified in Section 41(e)(2)(aa) and Section 41(e)(2)(bb), the Purchaser may remove material identified for slash disposal after notifying the Authorized Officer in writing. Any material identified for slash disposal that is not removed in accordance with this provision shall be treated in accordance with Section 41(e)(2)(aa) and Section 41(e)(2)(bb). Upon completion of slash removal, the Purchaser shall report tonnage of slash removed in accordance with this provision.

(f) Optional Contributions

- (1) The Purchaser shall perform all pile burning in accordance with Section 41(e)(2)(bb). The Purchaser shall have the option of completing this work, or in lieu thereof, making a contribution to the Bureau of Land Management in the amount of Three Hundred Seventy-two and 11/100 dollars (\$372.11). The amount of contribution shown above shall be paid prior to cutting. The Purchaser shall notify the Authorized Officer in writing of his intention to make this contribution prior to the date of execution of the contract. Upon making such contribution, the Purchaser shall be relieved of obligations set out in this subsection.
- (2) If the Purchaser has made such a contribution, and later elects to remove all material identified for slash disposal in accordance with Section 41(e)(2)(cc), the entire contribution will be refunded to the Purchaser.

(g) Miscellaneous Provisions

- (1) The Government, at its option, may administratively check scale any portion of the timber removed from the contract area, and if necessary, conduct check scaling of independent scalers contracted to BLM for administrative check scaling purposes. The Purchaser hereby agrees to make such contract timber available for such scaling at a location or locations to be approved in writing by the Authorized Officer. At the approved location or locations, the Purchaser shall provide an area for logs to be safely rolled out for scaling, to unload logs from trucks, place logs in a manner so that both ends and three faces of each log are visible for scaling, and to reload or remove logs after scaling has been completed. In the event that BLM elects to administratively check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows. If the entire sale is check scaled, the purchase price of this contract shall be reduced by Four Thousand Two Hundred Nineteen and 50/100 dollars (\$4,219.50). In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of Four Thousand Two Hundred Nineteen and 50/100 dollars (\$4,219.50) which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling. Scaling shall be conducted in accordance with the Northwest Log Rules Eastside by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report will be made available to the Purchaser upon request.

(h) Log Export and Substitution

- (1) All timber sold to the Purchaser under the terms of this contract 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 ¾) inches in thickness; 3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product uses; or 4) western redcedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: 1) lumber and construction 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 ¾) inches in thickness or less; and 6) shakes and shingles.
- (2) 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 12 months from date of last export sale.
  - (dd) Volume of Federal timber purchased in the past 12 months from date of last export sale.
  - (ee) Volume of timber exported in succeeding 12 months from date of last export sale.
  - (ff) Volume of Federal timber purchased in succeeding 12 months from date of last export sale.
- (3) In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging or receiving such timber to execute a "Certificate as to Nonsubstitution and the Domestic Processing of Timber." 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 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 termination of this contract, the Purchaser shall submit to the Authorized Officer a 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 the 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.

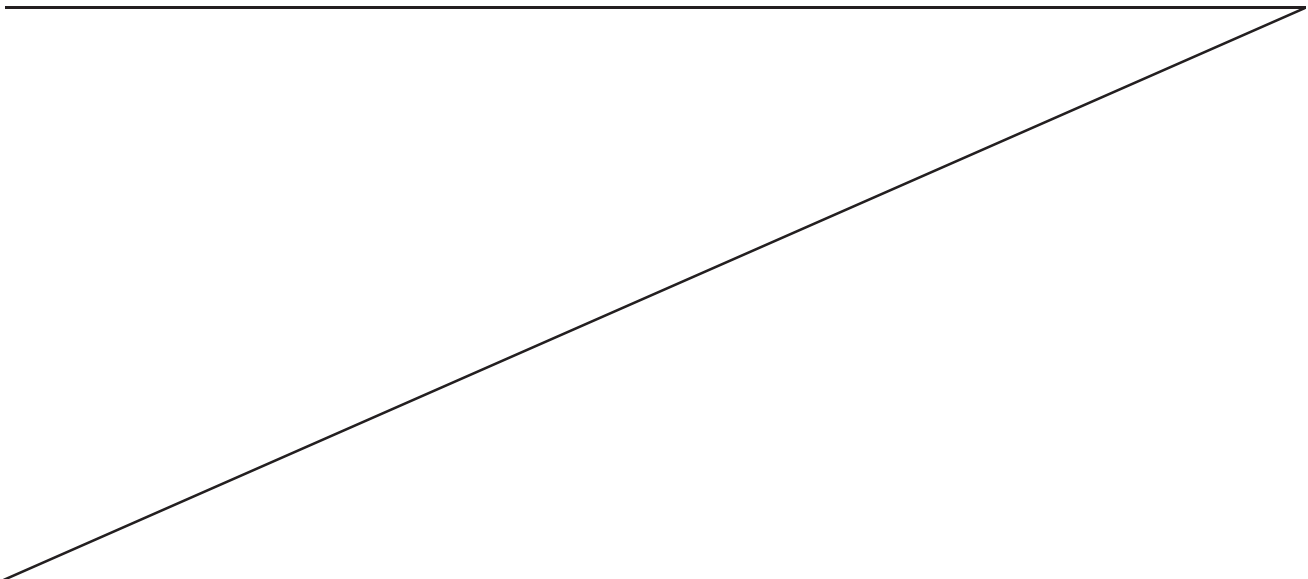
If multiple trailers (mule trains) are used, each bunked load shall be considered an individual load, and these guidelines will apply to each bunked load. If a flatbed stake trailer is used, each bundle will be treated as a separate load.

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.

(i) Equal Opportunity in Employment

Certification of Nonsegregated Facilities attached hereto and made a part hereof.



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

NOTICE OF REQUIREMENT FOR CERTIFICATION  
OF NONSEGREGATED FACILITIES

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

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

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

O&C	CBWR	P.D.	Township	Range	Section	Subdivision
X			16 S	2 W	5	All
X			16 S	2 W	7	Lots 1 and 2

Subdivisions or Cutting Areas	Cutting Volumes by Species by MBF									Total Cutting Volume	Cutting Area Acres	
	DF										Partial	Clear
PH #1	5,215									5,215	343	
PH #2	411									411	27	
TOTAL	5,626									5,626	370	

### Profit & Risk Allowance

Basic Profit & Risk	7	%
Additional Risk		
Low 1%		%
Medium 2%		%
High 3%	3	%
Total Profit & Risk	10	%

## Tract Features

Ave Log (Bd. Ft.): D-fir	<u>75</u>	All	<u>75</u>	Ave DBH:
Recovery D-fir	<u>96</u>	% All	<u>96</u>	%
Salvage D-fir	<u>0</u>	% All	<u>0</u>	%
Ave Volume per Acre	<u>15</u>			MBF
Ave Yarding Slope	<u>40</u>			%
Ave Yarding Distance	<u>500 (Cable) / 1,186 (Aerial)</u>			Ft.
Ave Age	<u>75</u>			Years
Volume Highlead	<u></u>			%
Volume Skyline	<u>39</u>			%
Volume Cat	<u></u>			%
Volume Aerial	<u>61</u>			%
Road Construction / Improvements (100' Sta)				
Class	<u></u>	No. Sta.	<u></u>	
Class	<u></u>	No. Sta.	<u></u>	
Class	<u></u>	No. Sta.	<u></u>	

## Cruise

Cruised by <u>Tieglund, Zimmerlee</u>	
Date <u>11/15/2011</u>	
Type of Cruise <u>PCMTRE</u>	
<b>Volume (MBF-Net Merch)</b>	
Green <u>5,626</u>	Salvage <u>0</u>
D-fir Sawlog <u>5,626</u>	Peeler <u>0</u>
Export Volume <u>0</u>	
Purchaser _____	
Address _____	

Contract No. ORE06-TS12-654

OR-5420-1a  
(June 1986)

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

District Eugene  
ATSP Tract No. E-12-654  
ADP No. \_\_\_\_\_  
Sale Name Parsons Resale

Species	Realization Value	Mfg. Costs (-)	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marg. * Logs (+)	Stumpage
Douglas-fir	---	---	409.03	338.47	40.90		29.66
Wt. Average			409.03				29.66

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

**APPRAISED PRICE SUMMARY**

TEA            RVA            X            Market Value           

(Check one)

Number Trees		Species	Volume	Appraised Price		Bid Price	
Un-Merch	Merch			\$/M	Value	\$/M	Value
---	14,058	Douglas-fir	5,626	40.90*	\$230,103.40		
---	14,058	<b>TOTALS</b>	5,626		\$230,103.40		

\* 10% of Pond Value

**LOG GRADES (By Percent)**

				2 Saw	3 Saw	4 Saw
Species	Code #1	#2	#3	#4	#5	#6
Douglas-fir				70	28	2

Appraised By: K. Teigland / C. Zimmerlee  
Appraisal Reviewed By: T. Ray

Date: 02/21/12  
Date: 02/22/12