

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>



March 27, 2019

Parcel No. 3
Contract No. ORN05-TS19-516
Upper Willamette Field Office

Ratified

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 **SPRINGFIELD INTERAGENCY OFFICE, NORTHWEST OREGON DISTRICT OFFICE, 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON.** The timber sale will commence at 10:00 a.m. on Thursday, **April 25, 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 March 27, 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.

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

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

Attachments:

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

NORTHWEST OREGON DISTRICT
UPPER WILLAMETTE FIELD OFFICE

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

PARCEL NO.: 3
SALE DATE: April 25, 2019

Ratified

Contract No.: ORN05-TS19-516

Lane County, Oregon: O&C: Oral Auction

Bid Deposit Required: \$223,200.00

All timber designated for cutting on SW1/4NW1/4, Section 13; S1/2NE1/4, SE1/4NW1/4, N1/2SE1/4, SE1/4SE1/4, Section 15; W1/2, Section 25; N1/2NE1/4, Section 35, T. 20 S., R. 2 W., Will. Mer.

Estimated Volume 32' Log (MBF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Approx. Price
7,755	Douglas-fir	8,903	\$231.60	\$2,061,934.80
440	Western hemlock	532	\$124.80	66,393.60
153	Western redcedar	184	\$560.50	103,132.00
8,348	Totals	9,619		\$2,231,460.40

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, western hemlock, and western redcedar in the Regeneration 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 in the Regeneration Harvest Areas was determined with a relaskop using a 40 BAF and a total of 169 plots; 94 sample trees were randomly selected on these plots to determine v-bar. A map showing the location of the sample trees is available at the Springfield Interagency Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 14.9" DBHOB; the average log contains 56 bd. ft.; the total gross merchantable volume is approximately 9,430 MBF; and 93% recovery is expected.

CUTTING AREA: Three areas totaling approximately 218 acres must be regeneration harvested, approximately 9 acres of right-of-way must be cleared, and 1 acre of selective harvest.

ACCESS: Access to the sale is provided by:

1. A public road;
2. BLM existing roads;
3. BLM roads to be constructed.
4. Roads covered by Right-of-Way and Road Use Agreement E-387 between Weyerhaeuser Company and the United States. In the construction, renovation, improvement, use, and maintenance of private roads, and in the use of tailholds, yarding wedges, and guybacks, 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 \$7,756.00, and maintenance and rockwear fees estimated at \$19,428.79 to Weyerhaeuser Company. The Purchaser shall pay the BLM a road maintenance fee of \$6,274.38 and a rockwear fee of \$9,541.42. See the Exhibit D map for specifications of road maintenance responsibility. Only the map page of the Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

In addition to the quantities shown below, 800 cubic yards (truck measure) of maintenance rock is required. Additional road reinforcement (rocking) may be required for wet weather haul and will be at the Purchaser's expense.

ROAD CONSTRUCTION:

Spurs 25A, 25A1, 25B, 25B1, 26B

Road No. 20-2-13.2 Jct.

Length: 86.26 Stations

Class: SN-14

Special Requirements: Operations limited to periods of dry weather.

ROAD RENOVATION:

Spur 24A

Road Nos. 20-1-18 (por.), 20-2-13.2, -15, -23 (por.), -23.1, -23.8, -24.1, -25, -26.3, -26.4, -26.5, -26.6, -27, -27.1 Seg. A-E & I-J1, -27.2, and -27.6

Length: 530.75/214.90 Stations

Class: SN-14 / SN-16

Special Requirements: Culvert replacement/installation on streams shall be done between May 15 and November 30 (both days inclusive).

ROAD IMPROVEMENT:

Spurs 25C, 25D, 25E, 26A

Road Nos. 20-1-18 (por.), -30, 20-2-23 (por.), -27.1 Seg. J2

Length: 59.98 Stations

Class: SN-14

Special Requirements: Culvert replacement/installation on streams shall be done between May 15 and November 30 (both days inclusive).

Suggested Rock Source: Commercial, Big Blow Quarry

Surfacing Estimated Quantities (CY truck measure)

<u>3/4" Minus</u>	<u>1-1/2" Minus</u>	<u>3" Minus</u>	<u>6" Minus</u>
2,755	2,958	12,336	4,956

CULVERTS:

<u>Diameter:</u>	<u>Length:</u>	<u>Quantity:</u>
18"	1320'	40
24"	105'	3

Total Estimated Exhibit C Road Costs (construction, improvement, and renovation): \$624,697.84**DURATION OF CONTRACT:** Duration of the contract will be 36 months for cutting and removal of timber.**SPECIAL PROVISIONS:** The contract will contain special provisions regarding road construction, road renovation, road improvement, road maintenance, logging methods, prevention of erosion, logging residue reduction, snag creation, and submission of a written logging plan specifying landing locations and logging schedule.

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

OTHER SPECIAL REQUIREMENTS:

1. No felling, yarding, or loading is permitted in or through the Reserve Area shown on Exhibit A, except in Special Yarding Areas and Special Right-of-Way Areas.
2. All white marked trees within the Special Right-of-Way Areas shall be cut and decked on site.
3. The cutting and processing of non-merchantable trees is required.
4. Upon completion of yarding, Purchaser shall create 218 snags by topping or girdling.
5. Notification and coordination with Lane Electric Cooperative shall be required prior to renovation on Road Nos. 20-2-23 and 20-2-27 (Rat Creek Road).
6. Whole tree yarding, or yarding with tops attached, will be required, unless otherwise approved by the Authorized Officer.
7. The Purchaser shall be required to clean logging, road, decommissioning, and slash piling equipment prior to entry on BLM lands.

8. The Purchaser shall provide a map of requested skyline and skid trail locations a minimum of seven (7) working days in advance of cutting to obtain approval of the locations from the Authorized Officer.
9. The Purchaser shall purchase from Weyerhaeuser Company 7,756 MBF of timber for road construction, improvement, and yarding wedges.
10. At the completion of yarding, the Purchaser shall decompact the entire skid trail prism to a depth of 18 inches with decompaction equipment.
11. The Purchaser shall perform logging residue reduction and site preparation work within approximately one hundred thirty-nine (139) acres of Regeneration Harvest Areas.
12. The Purchaser shall be required to spread BLM-provided seed and mulch at culverts and designated areas.
13. The Purchaser will be required to file a Notification of Operations with the Oregon Department of Forestry office for all harvest operations, quarry development and road construction, renovation, improvement, and maintenance on BLM and Private lands.
14. A quarry development plan must be reviewed on site with the contractor for the drilling and crushing of the rock for this timber sale before any drilling or blasting shall occur.

Optional Contributions: The Purchaser will not have the option of contributing funds in lieu of completing logging residue reduction work.

NARRATIVE DESCRIPTION OF HOW TO GET TO SALE AREA:

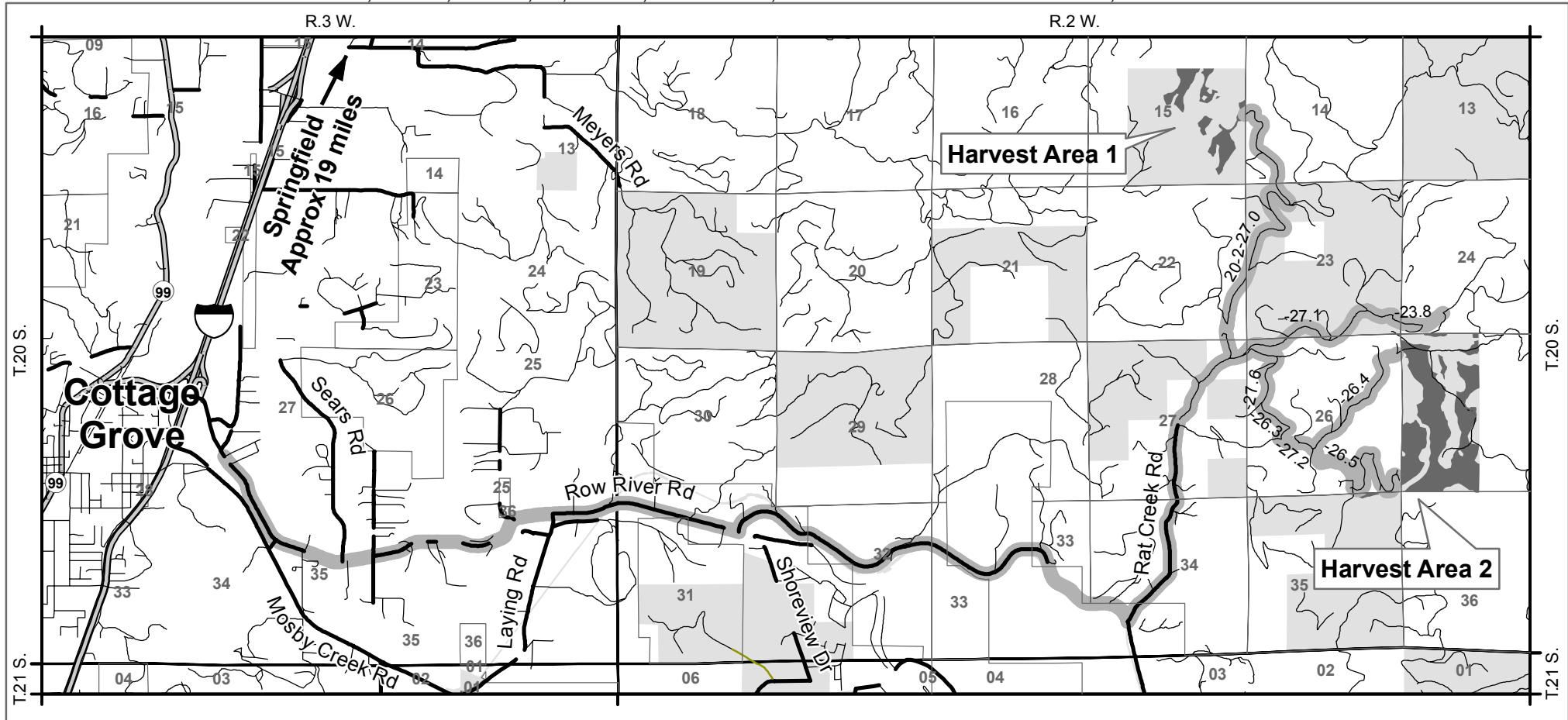
To Regeneration Harvest Area: From Cottage Grove, proceed east onto Row River Road for approximately 7.5 miles to Road No. 20-2-27 (Rat Creek Road). Turn northeast onto Rat Creek Road and follow signs to sale area located in T. 20 S., R. 2 W., Sections 13, 15, 25, and 35.



Timber Sale Location Map

Sale Name: Ratified

T. 20 S., R. 2 W., Sec. 15, 25, and 35, WILL. MER., NORTHWEST OREGON DISTRICT, UPPER WILLAMETTE FIELD OFFICE



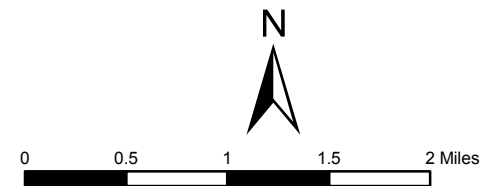
Travel Route Harvest Areas BLM Administered Land

NARRATIVE DESCRIPTION OF HOW TO GET TO SALE AREA:

To Regeneration Harvest Area: From Cottage Grove, proceed east onto Row River Road for approximately 7.5 miles to Road No. 20-2-27 (Rat Creek Road). Turn northeast onto Rat Creek Road and follow signs to sale area located in T. 20 S., R. 2 W., Sections 15, 25, and 35.

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

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3/7/2019

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

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
Road Construction, Renovation, Improvement, and Skid Trail Decommissioning, Newly Constructed Natural Roads, Mechanized Felling, and Ground-based Yarding																								
<ul style="list-style-type: none"> October 1 – June 30. 																								
<ul style="list-style-type: none"> May vary due to weather conditions; soil moisture still overrides weather conditions. 																								
Stream Culvert Installation and Replacement																								
<ul style="list-style-type: none"> Dec 1 – May 14, both days inclusive. 																								

NOTE: This chart is for informational purposes only. Refer to Section 42 Special Provisions of the timber sale contract for exact date restrictions and specifications. Subject to transient winter snow, elevation ranges from 1300-3000 feet.

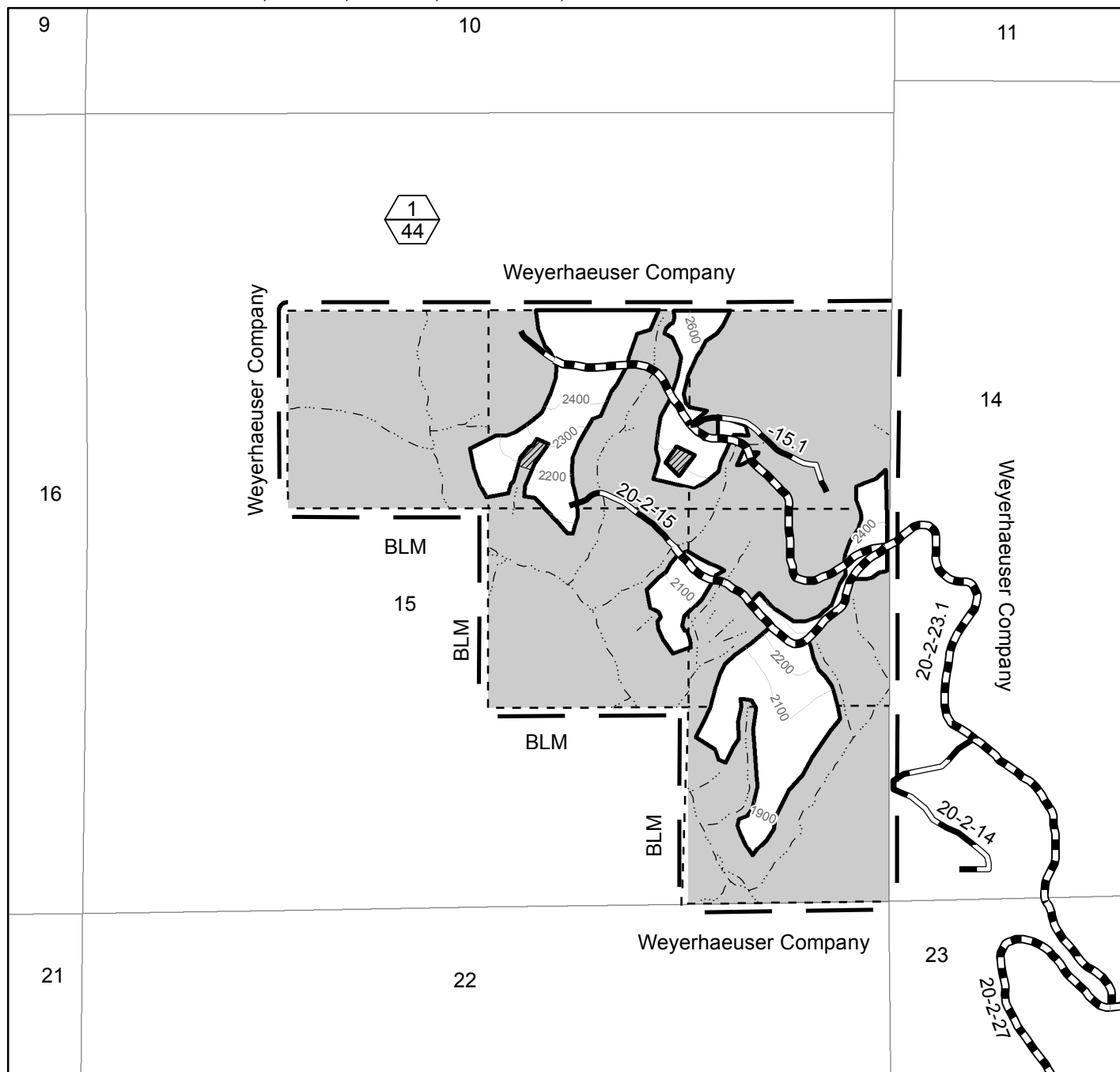


UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT A

Sheet 1 of 3

SALE NAME: RATIFIED TIMBER SALE CONTRACT NO.: ORN05-TS19-516
T. 20 S., R. 2 W., SEC. 15, WILL. MER., NORTHWEST OREGON DISTRICT



- Boundary of Cutting Area - Posted, Painted
- Regeneration Harvest Area
- Special Yarding Area
- Contract Area
- Reserve Area
- Stream
- Renovation/Improvement
- Rocked Road
- Unit Number (Top)/ Unit Acres (Bottom)

0 1,000 2,000 Feet



3/20/2019

Total Regen Harvest Area	218
Right-of-Way (Clearcut)	9
Total Reserve Area	413
Total Contract Area	640 A.

Regen Harvest Area	44
Reserve Area	196
Contract Area	240 A.

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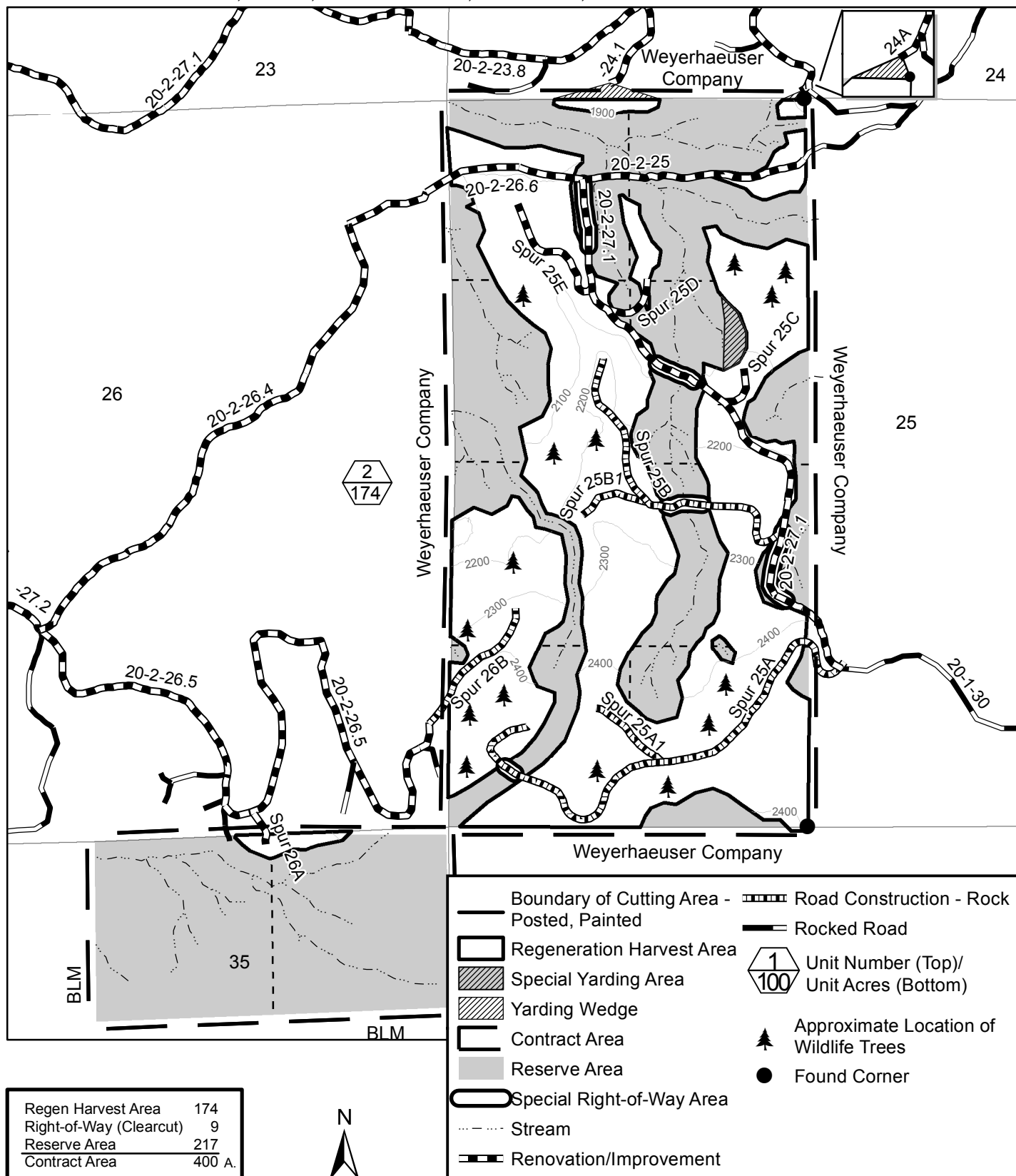


UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT A

Sheet 2 of 3

SALE NAME: RATIFIED TIMBER SALE CONTRACT NO.: ORN05-TS19-516
T. 20 S., R. 2 W., SECS. 25 and 35, WILL. MER., NORTHWEST OREGON DISTRICT



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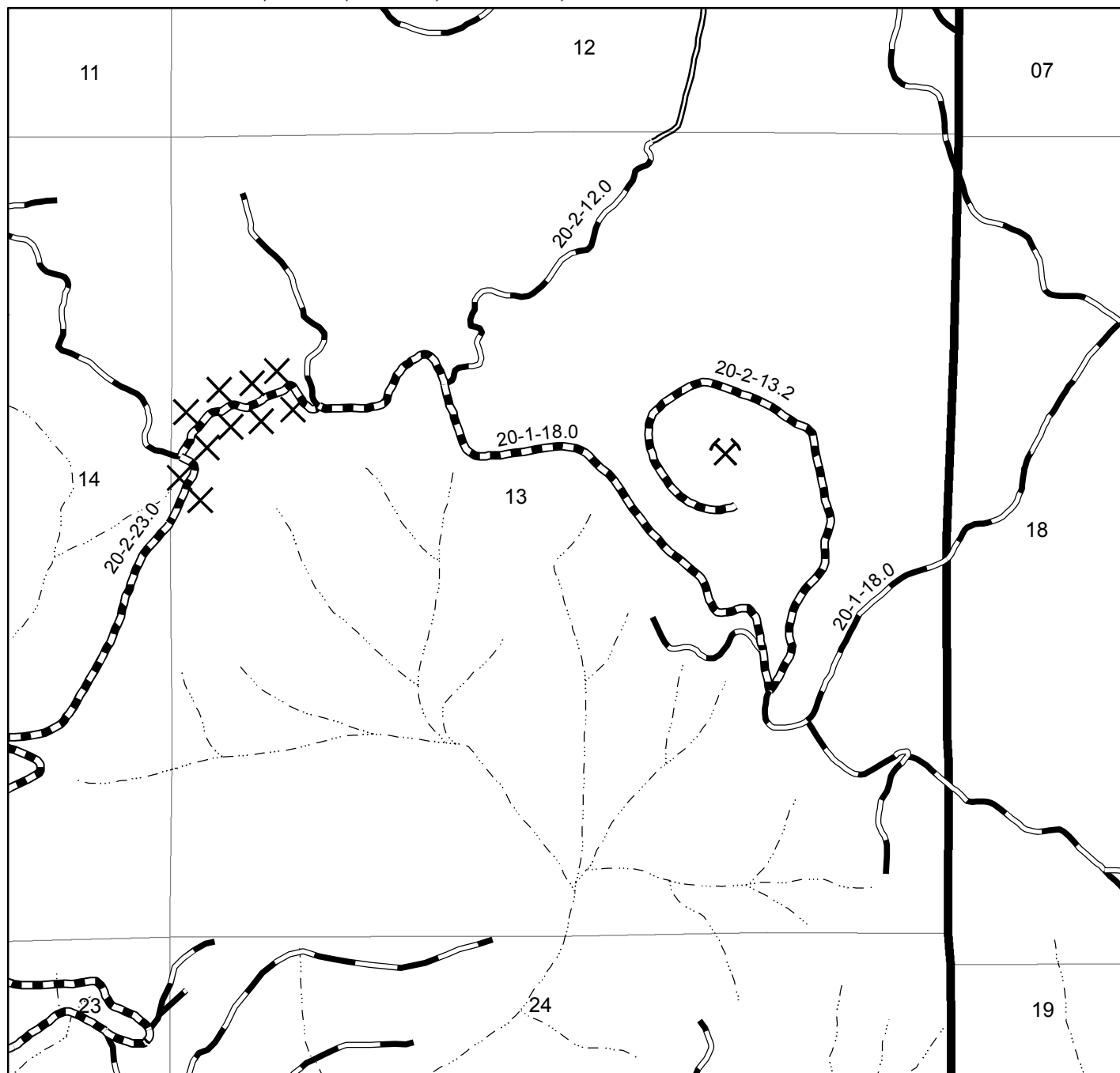


UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT A

Sheet 3 of 3

SALE NAME: RATIFIED TIMBER SALE CONTRACT NO.: ORN05-TS19-516
T. 20 S., R. 2 W., SEC. 13, WILL. MER., NORTHWEST OREGON DISTRICT



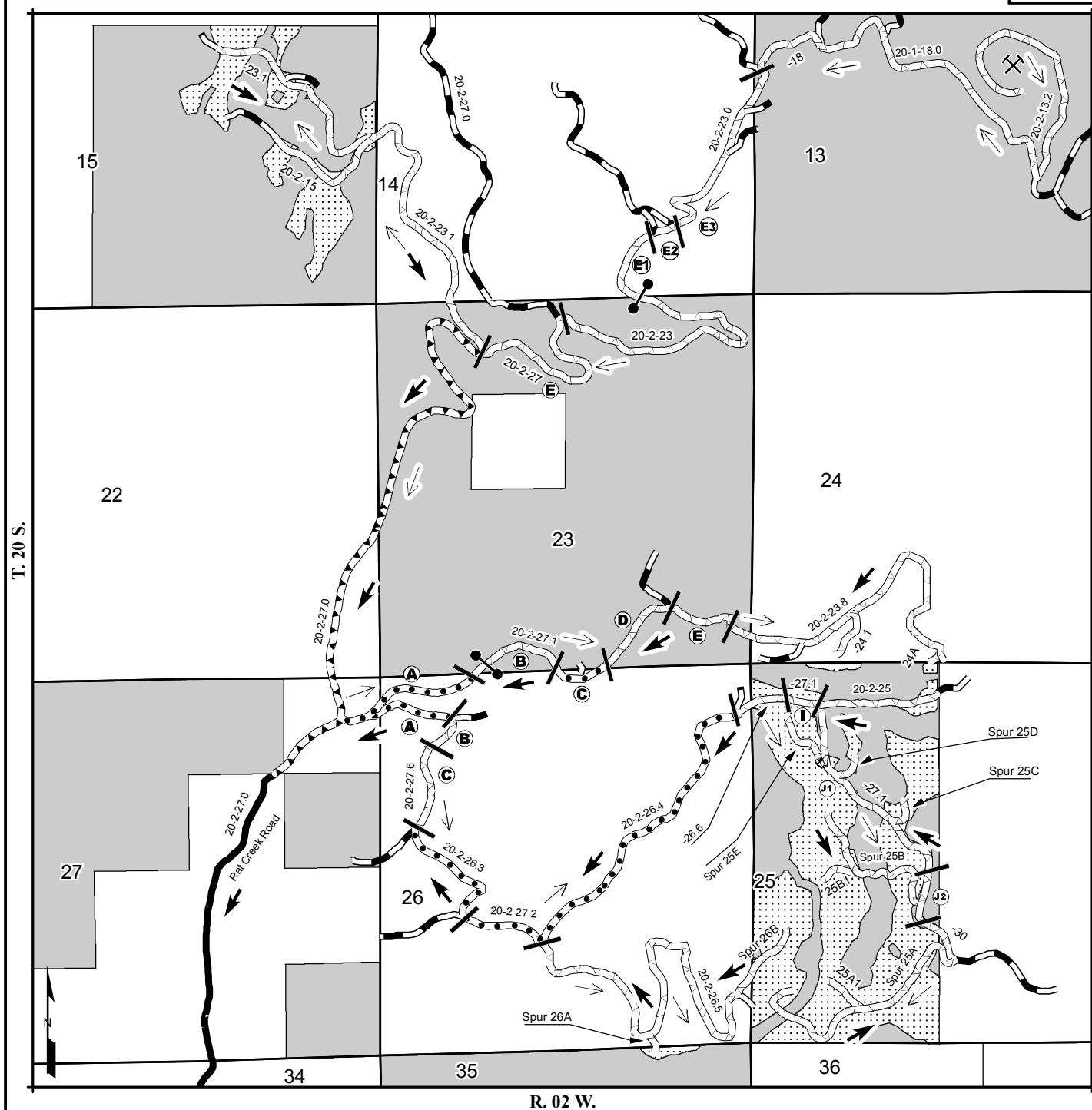
- ✕ Approximate Location of Blue Painted Trees
- ✕ Quarry
- Renovation/Improvement
- Rocked Road
- Natural Surface Road
- ... Stream

0 1,000 2,000 Feet
3/20/2019



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<u>Selectives-Blue Painted Trees</u> – 1 Acre	(8.0 MBF/Acre)
Douglas-fir	8.0 MBF



R. 02 W.

SALE NAME: Ratified
 CONTRACT NO.: ORN05-TS19-516

United States Department of the Interior
Bureau of Land Management
 Northwest Oregon District, Upper Willamette Field Office

Legend

Purchaser Maintenance	Harvest Area
BLM Maintained Roads	BLM
Permittee Maintained Roads	Private
Rocked Road	Segment Break
Paved Road	Segment Label
Timber Haul Route	Quarry
Mineral Haul Route	Gate

Road Maintenance Map

T. 20 S., R. 2 W., Sections 13, 14, 15, 22, 23, 24, 25, 26, 27, 35
 Willamette Meridian, Lane County, Oregon

Designed By: Chad Conklin
 Drawn By: Chad Conklin
 Date: March 5, 2019
 No Scale

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

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

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

Contract No. ORN0

Parcel No.

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

SALE DATE:

Sec. 42. Special Provisions - Purchaser shall comply with the special provisions which are attached hereto and made a part hereof unless otherwise authorized, in writing, by the Contracting Officer.

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

If Individual or Partnership, sign here:

If Corporation, sign here:

(Name of Firm)

(Name of Corporation)

(Signature)

(Signature)

(Address)

(Title)

(Signature)

UNITED STATES OF AMERICA

(Address)

By _____
(Signature)

(Signature)

(Title)

(Address)

(Date)

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

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

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

Signature: _____

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

- (a) All timber on the Reserve Areas shown on Exhibit A, which is attached hereto and made a part hereof, and all yellow painted and posted trees which are on or mark the boundaries of the Reserve Areas.
- (b) All trees marked with yellow paint above and below stump height in the Regeneration Harvest Areas as shown on Exhibit A.
- (c) All trees marked with white paint above and below stump height in the Special Right-of-Way Areas shown on Exhibit A. Trees shall be cut in accordance with Section 42(a)(4) to facilitate road construction but shall not be removed from the contract area.
- (d) All timber on Sheet 3 of Exhibit A, except approximately fifty (50) trees marked for cutting heretofore by the Government with blue paint above and below stump height in the Approximate Location of Blue Painted Trees as shown on Sheet 3 of Exhibit A.
- (e) All Wildlife trees marked with pink paint and "W" above and below stump height in the Regeneration Harvest Areas shown on Exhibit A. Wildlife trees felled for safety and operational reasons shall remain on site. Where necessary for safety or operational reasons, wildlife trees may be bucked into shorter lengths and/or moved within the unit as close to where felled as safely possible.
- (f) Existing down woody material greater than 20" diameter at the large end and greater than 20' in length and all downed wood of decay classes 3-5 in the Regeneration Harvest Areas shown on Exhibit A. Decay classes are illustrated on Exhibit I, which is attached hereto and made a part hereof. Where necessary for safety or operational reasons, such down woody material may be bucked into shorter lengths and/or moved within the unit.
- (g) In the Regeneration Harvest Areas shown on Exhibit A, snags which do not present a safety hazard or where removal is not needed for operational activities as determined by the Authorized Officer. All snags that are felled for safety and operational reasons shall remain on site. Where necessary for safety or operational reasons, snags may be bucked into shorter lengths and/or moved within the unit as close to where felled as safely possible.

SEC. 42 - Special Provisions

- (a) 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) No felling, yarding, or loading is permitted in or through the Reserve Area shown on Exhibit A, except:
 - (aa) When yarding through the Special Yarding Areas shown on Sheets 1 and 2 of Exhibit A. All trees felled for corridors within the Special Yarding Areas shall remain on site, unless otherwise approved by the Authorized Officer. Where necessary for safety or operational reasons, corridor trees may be bucked into shorter lengths and/or moved within the unit.
 - (bb) When clearing timber to facilitate road construction in the Special Right-of-Way Areas shown on Exhibit A. All trees marked with white paint above and below stump height shall be cut and remain on site.

Where necessary for safety or operational reasons, white painted trees may be bucked into shorter lengths and/or moved within the Reserve Area adjacent to the Special Right-of-Way Areas to facilitate the construction, use, and maintenance of roads

- (4) In the Regeneration Harvest Areas shown on Exhibit A, all trees designated for cutting shall be felled to the lead, whole tree yarded, or yarded with tops attached, unless otherwise approved by the Authorized Officer. Trees shall be directionally felled away from Reserve Areas, Wildlife trees, down woody material, and snags, except when necessary for safety or operational reasons.
- (5) In the Regeneration Harvest Areas shown on Exhibit A, all tree species designated for removal must be cut and removed from the contract area in compliance with the terms of this contract.
- (6) All hardwoods more than six (6) inches in diameter and not reserved under Section 41 shall be felled concurrently with all other trees designated for cutting in the Regeneration Harvest Areas as shown on Exhibit A. All tops and branches must be free of the central stem to the extent that it is within a maximum of twenty (20) inches of the ground at all points.
- (7) Prior to attaching any logging equipment to a reserve tree, the Purchaser shall obtain approval from the Authorized Officer and shall take precautions to protect the tree from damage as directed in writing by the Authorized Officer.
- (8) In the Regeneration Harvest Areas shown on Exhibit A, felling and yarding may be done with ground based equipment on slopes of 35% or less.
- (9) In the Regeneration Harvest Areas shown on Exhibit A, felling may be done with specialized ground based equipment (feller-processor or feller-buncher) on slopes up to 50%. The feller-processor or feller-buncher shall be approved by the Authorized Officer prior to the start of mechanized felling operations. Only purpose-built carriers with boom-mounted felling heads may be approved. Purpose-built carriers may be of the articulated, rubber-tired design, or the zero-clearance tail swing, leveling track-mounted design.
- (10) Mechanized felling and/or ground based yarding may occur when soil moisture content provides the most resistance to compaction as determined by the Authorized Officer. Typical dates are between July 1 and September 30.
- (11) Before felling and yarding any timber in areas to be yarded with ground-based equipment in the Regeneration Harvest Areas shown on Exhibit A, the Purchaser shall locate and construct designated skid trails as follows:
 - (aa) Space designated skid trails at a minimum of 150 feet apart unless otherwise agreed to in writing by the Authorized Officer. Use existing skid trails where possible.
 - (bb) Mark the location of the skid trails on the ground with fluorescent pink plastic flagging. Such skid trails shall be limited to the minimum width necessary for yarding of logs. The width of each skid trail shall not exceed 12 feet, measured between trunks of reserve trees.
 - (cc) Skid trails shall be placed on the landscape to avoid disturbance to reserved trees, wildlife trees, snags, and down wood where feasible.
 - (dd) Provide a map of requested skid trail locations a minimum of seven (7) working days in advance of cutting to obtain approval of the locations from the Authorized Officer. Proposed skid trails shall remain free from felled trees until approved.
- (12) In the Regeneration Harvest Areas shown on Exhibit A, all slopes greater than 35% shall be yarded with a carriage equipped skyline system capable of laterally yarding at least 75 feet from the skyline road. The carriage shall be capable of being held in position on the skyline during lateral yarding. During yarding, the lead end of the logs shall be suspended clear of the ground. Intermediate supports and/or lift trees may be needed.
- (13) Before clearing any skyline road necessary for yarding in the Regeneration Harvest Areas shown on Exhibit A, the Purchaser shall:
 - (aa) Space designated skyline roads at a minimum of 150 feet apart unless approved by the Authorized Officer. Parallel settings are preferred if topography allows.

SEC. 42 – SPECIAL PROVISIONS (cont.)

- (bb) Mark the location of the skyline road on the ground with fluorescent pink plastic flagging. Such skyline roads shall be limited to the minimum width necessary for yarding of logs. The width of each skyline road shall not exceed 12 feet, measured between trunks of reserve trees.
 - (cc) Skyline roads shall be placed on the landscape to avoid disturbance to reserved trees, wildlife trees, snags, and down wood where feasible.
 - (dd) Provide a map of requested skyline road locations a minimum of seven (7) working days in advance of cutting to obtain approval of the locations from the Authorized Officer. Proposed skyline roads shall remain free from felled trees until approved.
- (14) In accordance with the requirements of Section 8 of the contract it has been determined that it is in the best interest of the Government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in the Regeneration Harvest Areas to meet all applicable State safety laws, codes, or regulations. This timber must be cut or removed so that the Purchaser can continue active falling and yarding operations. The Purchaser is, therefore, authorized to cut and remove such additional timber in accordance with the provisions of Section 8 of the contract: provided, however, that:
- (aa) Wildlife trees felled for safety or operational reasons shall not be removed, in accordance with Section 41(e).
 - (bb) The Purchaser shall identify each tree sold and cut in accordance with the provision by marking the cut surface of the stump immediately after falling with a large "X". The "X" shall be cut with a chain saw. The stump shall be marked by hanging flagging so that the stump can be visually located from a distance of not less than 50 feet. The Purchaser shall also paint an identifiable "X" on the butt log. The butt log shall remain on the contract area until such time as the Authorized Officer has scaled such additional timber and authorizes removal from the contract area.
 - (cc) The volume and price for such timber shall be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and paid for by the Purchaser in accordance with Section 3(b) or 3(f) of the contract as required by Section 8 of the contract.
 - (dd) No timber may be cut or removed under the terms of this provision if all contract payments required by Section 3(b) or 3(f) of the contract have been made.
 - (ee) The permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:
 - (1) Failed to properly mark any stump with the "X" cut.
 - (2) Failed to identify the location of any stump.
 - (3) Cut any tree in or adjacent to skyline yarding corridors that was not necessary to facilitate skyline yarding.
 - (4) Cut any reserve tree in or adjacent to tractor skid trails that was not necessary to facilitate ground based yarding.
 - (5) Failed to properly segregate any pulled over tree that was yarded to the landing.
 - (6) Cut any reserve tree that was not severely (as defined during the prework conference and documented in the approved logging plan) damaged from felling and yarding operations.
 - (7) Cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
 - (8) Cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.
 - (9) Failed to maintain accurate and current (no more than 24 hours old) documentation of cut and removed timber.
 - (10) Removed any tree cut in accordance with Section 41(c) and (e).

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, wildlife tree, pulled over tree, and severely damaged tree. All sales of additional timber shall comply with Section 8 of the contract. The Contracting Officer may order the Purchaser, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the Government to safely measure and mark additional timber.

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

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

- (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.

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

- (1) The Purchaser shall construct Spurs 25A, 25A1, 25B, 25B1, and 26B, and Road No. 20-2-13.2 Junction; renovate Spur 24A and Road Nos. 20-1-18 (por.), 20-2-13.2, 20-2-15, 20-2-23 (por.), 20-2-23.1, 20-2-23.8, 20-2-24.1, 20-2-25, 20-2-26.3, 20-2-26.4, 20-2-26.5, 20-2-26.6, 20-2-27, 20-2-27.1 Seg. A-E and I-J1, 20-2-27.2, and 20-2-27.6; and improve Spurs 25C, 25D, 25E and 26A, and Road Nos. 20-1-18 (por.), 20-1-30, 20-2-23 (por.) and 20-2-27.1 Seg. J2 in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Exhibit C contains 54 sheets.
- (2) Prior to removal of any timber, except right-of-way timber, the required construction, renovation, and/or improvement of the haul route for that timber shall be completed as specified in Exhibit C. The required construction and/or improvement of natural surface roads shall occur during periods of dry weather as determined by the Authorized Officer (typically July 1 through September 30).
- (3) Culvert replacement/installation on streams shall be completed between May 15 and November 30 (both days inclusive), and shall be completed prior to hauling and fall rains. During installation of the stream culverts, dewatering of the culvert bed, silt fences and/or straw bales may be required as directed by the Authorized Officer. All work shall be completed in accordance with the plans and specifications shown in Exhibit C.

SEC. 42 – SPECIAL PROVISIONS (cont.)

- (4) Notification and coordination with Lane Electric Cooperative shall be required prior to any renovation on Road Nos. 20-2-23 and 20-2-27 (Rat Creek Road).
- (5) A quarry development plan must be reviewed on site with the contractor for the drilling and crushing of the rock for this timber sale before any drilling or blasting shall occur.
- (6) The Purchaser shall furnish and place 800 cubic yards of surface maintenance rock in accordance with Special Provision 2, Exhibit D, which is attached hereto and made a part hereof. Exhibit D contains 5 sheets. Road reinforcement (rocking) and additional maintenance that may be required for wet weather haul shall be at the Purchaser's expense.
- (7) BLM Maintenance: The Purchaser is authorized to use the road listed below and shown on Exhibit D, which is under the jurisdiction of the Bureau of Land Management, for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C and D, provided that the Purchaser pay the required maintenance and/or rockwear obligations described in Section 42(b)(10) and Section 42(b)(11). The Purchaser shall pay current Bureau of Land Management maintenance and rockwear fees for the sale of additional timber under modification to the contract.

<u>Road No. and Segment</u>	<u>Length Miles Used</u>	<u>Road Ownership</u>	<u>Road Surface Type</u>
20-2-27 Segs. A2-D	1.69	BLM	Rock
20-2-27 Seg. A1	0.29	BLM	BST

- (8) Purchaser Maintenance: The Purchaser is authorized to use the roads listed below and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management, and/or Weyerhaeuser Company, for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C and D, provided that the Purchaser comply with the conditions set forth in Section 42(b)(9) and Section 42(b)(12) and pay the required rockwear obligation described in Section 42(b)(11). The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification to the contract.

<u>Road No. and Segment</u>	<u>Length Miles Used</u>	<u>Road Ownership</u>	<u>Road Surface Type</u>
Spur 24A	0.02	BLM	Rock
Spur 25A	0.73	BLM	Rock
Spur 25A1	0.12	BLM	Rock
Spur 25B	0.45	BLM	Rock
Spur 25B1	0.10	BLM	Rock
Spur 25C	0.07	BLM	Rock
Spur 25D	0.08	BLM	Rock
Spur 25E	0.18	BLM	Rock
Spur 26A	0.07	BLM	Rock
Spur 26B	0.21	BLM	Rock
20-1-18	1.07	BLM	Rock
20-1-30 Por.	0.06	BLM	Rock
20-1-30 Por.	0.09	WY	Rock
20-2-13.2	0.75	BLM	Rock
20-2-15	0.36	BLM	Rock
20-2-23 Segs. A-D, E2, E3 Por.	1.11	BLM	Rock
20-2-23 Segs. E1, E3 Por.	0.65	WY	Rock
20-2-23.1	1.39	BLM	Rock
20-2-23.8	0.92	WY	Rock
20-2-24.1	0.15	WY	Rock
20-2-25	0.31	BLM	Rock
20-2-26.5	1.26	WY	Rock
20-2-26.6	0.15	WY	Rock
20-2-27 Seg. E	0.54	BLM	Rock
20-2-27.1 Seg. B	0.26	BLM	Rock
20-2-27.1 Seg. D	0.26	BLM	Rock
20-2-27.1 Seg. E	0.19	BLM	Rock

SEC. 42 – SPECIAL PROVISIONS (cont.)

20-2-27.1 Seg. I	0.08	BLM	Rock
20-2-27.1 Seg. J1	0.54	BLM	Rock
20-2-27.1 Seg. J2	0.17	BLM	Rock
20-2-27.6 Segs. B, C	0.32	BLM	Rock

WY = Weyerhaeuser Company

- (9) Except for the road maintenance in accordance with Section 42(b)(7), the Purchaser shall perform any required road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications", of this contract.
- (10) The Purchaser shall pay to the Government a road maintenance obligation in the amount of Six Thousand Two Hundred Seventy-four and 38/100 dollars (\$6,274.38) for the transportation of timber included in the contract price over the road listed in Section 42(b)(7).

The above road maintenance amount is for the use of 1.98 miles of road. 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 the payments required in Section 3 of this contract.

- (11) The Purchaser shall pay to the Government a road maintenance obligation for rockwear in the amount of Nine Thousand Five Hundred Forty-one and 42/100 dollars (\$9,541.42) for the transportation of timber included in the contract price over the roads listed in Section 42(b)(7) and Section 42(b)(8).

The rockwear fee shown above shall be paid prior to removal of any timber from the contract area; provided, however, that if the total of such amount exceeds One Thousand and 00/100 dollars (\$1,000.00), the Purchaser may elect to make the payment in installments in the same manner as and together with payments required in Section 3 of this contract.

- (12) In the construction of Spurs 25A and 26B, the improvement of Spur 26A, the improvement, use, and maintenance of Road Nos. 20-1-30 (por.) and 20-2-23 Seg. E3 (por.), the renovation, use, and maintenance of Spur 24A and Road Nos. 20-2-23 Segs. E1 and E3 (por.), 20-2-23.8, 20-2-24.1, 20-2-26.3, 20-2-26.4, 20-2-26.5, 20-2-26.6, 20-2-27.1 Segs. A and C, 20-2-27.2, and 20-2-27.6 Seg. A, and use of the Yarding Wedges at the ends of Spur 24A and Road No. 20-2-24.1, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. E-387 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, Springfield Interagency 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 least 15 days prior to use of company roads.
- (bb) Furnish a performance bond in the amount of Ten Thousand and 00/100 dollars (\$10,000.00).
- (cc) Maintain comprehensive liability insurance covering all operations, including vehicles, in amounts not less than One Million and 00/100 dollars (\$1,000,000.00) bodily injury for injury to any one person, One Million and 00/100 dollars (\$1,000,000.00) for any one occurrence, and One Million and 00/100 dollars (\$1,000,000.00) property damage for any one occurrence.
- (dd) Pay a lump sum road use fee of Seven Thousand Seven Hundred Fifty-six and 00/100 dollars (\$7,756.00) prior to log hauling.
- (ee) Pay a lump sum road maintenance and rockwear fee of Nineteen Thousand Four Hundred Twenty-eight and 79/100 dollars (\$19,428.79) prior to log hauling.

SEC. 42 – SPECIAL PROVISIONS (cont.)

- (ff) All maintenance, and rockwear fees due as a result of modification shall be paid at rates current at the time of modification, with payment made prior to contract termination.
 - (gg) The Purchaser shall maintain Spur 24A and Road Nos. 20-1-30 (por.), 20-2-23 Segs. E1 and E3, 20-2-23.8, 20-2-24.1, 20-2-26.5, and 20-2-26.6, in accordance with Section 42(b)(8).
 - (hh) The Purchaser shall purchase 7,756 MBF of timber required for the construction of Spurs 25A and 26B, the improvement of Spur 26A, and Road Nos. 20-1-30 (por.) and 20-2-23 (por.), and use of yarding wedges according to Weyerhaeuser Company license agreement specifications.
- (13) With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users on roads included in Section 42(b)(8) of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. Prior to hauling, the Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreement(s) entered into with other users on these roads.
- (14) The Purchaser also agrees that if he elects to use any private road which is the subject of a right-of-way agreement with the Government, for the removal of Government timber sold under the terms of this contract, he shall request and agree to the modification of this contract to provide for such use.

(c) Environmental Protection

- (1) The Purchaser shall be required to clean logging, piling, road, and decommissioning equipment to remove dirt and plant debris that may contain noxious weed seeds from the undercarriage, tracks and tire treads prior to entry on BLM. The Authorized Officer shall require inspection of equipment to see that it was cleaned prior to arrival on site.
- (2) Snag Creation
- (aa) Upon completion of yarding, Purchaser shall top 109 and girdle 109 standing trees greater than 20 inches DBH. If 20-inch trees are not available, Purchaser shall top and girdle the largest available trees. Location of selected trees shall be approved by the Authorized Officer.
 - (bb) For the trees to be girdled, the Purchaser shall complete two girdles around the stem of the tree. The Purchaser shall complete two parallel closely spaced cuts for each girdle. The Purchaser shall make the cuts to penetrate into the wood of the tree and remove the cambium layer around the entire circumference of the tree. The Purchaser shall make the girdles 6 to 16 inches apart. The Purchaser shall make the girdles on the trees at a height of 2 to 5 feet from the ground line.
 - (cc) For the trees to be topped, the Purchaser shall top trees at a height between 40 and 60 feet. Trees shall have the top completely severed.
 - (dd) No adjustment of volume or value shall be made to meet these requirements.
 - (ee) The Purchaser shall tally all trees by diameter class and species on a daily basis. The tally may be requested by the Authorized Officer at any time during falling/girdling operations. At the end of falling/girdling operations, a completed tree tally shall be submitted to the Authorized Officer.
- (3) Cable yarding corridors shall be waterbarred and covered with slash immediately after use if necessary to prevent erosion, as determined by the Authorized Officer.
- (4) Upon each season's shutdown and prior to fall rains, the Purchaser shall block skid trails and newly constructed roads that have not been rocked, and shall place them in an erosion-resistant condition by constructing drainage dips, waterbars, and/or lead-off ditches. Waterbars and drainage dips shall be constructed in accordance with the specifications shown on Exhibit H, which is attached hereto and made a part hereof. Exhibit H contains 2 sheets. Blocking, waterbars, and drainage dips shall be completed as directed by the Authorized Officer.

- (5) Upon completion of yarding, the Purchaser shall decompact skid trails to a depth of 18 inches with decompaction equipment such as a track-mounted excavator with ripping teeth and an opposable thumb. The Purchaser shall minimize damage to residual tree roots. The Purchaser shall decompact the entire skid trail prism. Slash and debris shall be pulled on top of the decompacted skid trails as directed by the Authorized Officer. If equipment other than an excavator is used, it shall be approved by the Authorized Officer.
 - (aa) All skid trail decommissioning shall be completed during the dry season, typically between July 1 and September 30, as determined by the Authorized Officer.
 - (bb) The Purchaser shall block skid trail with root wads, logs, and slash 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) of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, et seq.).

Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3(b) of the contract within 15 days after the bill for collection is issued, subject to Section 3(j) of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

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

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

The Contracting Officer may determine that it is necessary to modify the contract or terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, prevent incidental take of northern spotted owls in accordance with the ROD and RMP, protect species that have been discovered which were identified for protection in accordance with management direction established in the ROD and RMP, or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, if able to proceed without causing incidental take of northern spotted owls in accordance with the ROD and RMP, consistent with species protection in accordance with management direction established in the ROD and RMP, or court order requirements necessitating the modification or termination.

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

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

(d) 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.

(e) 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 prework conference between the Purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All logging residue reduction and/or site preparation shall be done in accordance with the plans developed at the prework conference.
 - (bb) All vegetation (excluding conifers) less than four (4) inches diameter and greater than one (1) foot tall within the Regeneration Harvest Areas shall be slashed prior to piling operation as directed by the Authorized Officer.
 - (cc) Machine pile and cover all slash in Regeneration Harvest Areas as directed by the Authorized Officer. Slash shall be piled by a machine equipped with a hydraulic thumb or a controllable, grapple head. Finished piles shall be tight and free of dirt.
 - (1) Machine piles shall be located as far as possible from reserve trees, snags, culverts, or unit boundaries to minimize damage.
 - (2) Slash between two (2) inches and nine (9) inches in diameter on the large end, having a minimum length of three (3) feet shall be piled as directed by Authorized Officer. Pile size shall be a maximum of 16 feet in diameter by 12 feet in height, and minimum pile size shall be 8 feet in diameter by 6 feet in height or as directed by the Authorized Officer. Slash left on the ground shall not exceed 6 inches in depth.
 - (3) All piles shall be covered with black four (4) millimeter polyethylene plastic to cover at least 75 percent of the surface of each pile, minimum plastic size of 10' x 10'. 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) Regeneration Harvest Areas shall be piled during the same season they are logged.
 - (dd) Hand pile and cover all slash situated within Regeneration Harvest Areas as directed by the Authorized Officer. Slash shall be piled by hand. Finished piles shall be tight and free of dirt.
 - (1) Hand piles shall be located as far as possible from green trees, snags, or unit boundaries to minimize damage. Slash shall not be piled on down logs, stumps, drainage ditches, turnouts, shoulders, cut banks, or within 10 feet of any other pile.
 - (2) Slash between two (2) inches and six (6) inches in diameter on the large end, having a minimum length of two (2) feet shall be piled as directed by Authorized Officer. Piles shall be constructed by aligning individual pieces in the same direction and placing the heavier slash on top. Piles shall have a stable base to prevent toppling. The long axis of individual pieces shall be oriented up and down the slope. Pile size shall be a maximum of 8 feet in diameter by 8 feet in height, and minimum pile size shall be 6 feet in diameter by 5 feet in height at the time of final inspection by the Government. 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 90% of the surface of each pile, minimum plastic size of 5' x 5'.

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 or 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 done at time of piling.

- (4) Regeneration Harvest Areas shall be piled during the same season that they are logged.
- (ee) 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, minimum plastic size of 10' x 10'. There should be an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels. Plastic shall be held in place with woody debris and tied with combustible cord. The plastic must be secured so that it is held in place during strong wind conditions and maintains coverage for at least one year. The Purchaser is required to furnish the covering materials. The timing of this covering work shall be in accordance with instructions from the Authorized Officer. If the structure of the landing piles will not permit adequate consumption of piled debris by burning, the Purchaser shall re-pile them at the direction of the Authorized Officer.
- (2) The Purchaser shall perform logging residue reduction and site preparation work within approximately one hundred thirty-nine (139) acres of Regeneration Harvest Areas.
 - (aa) The required work shall consist of any one treatment or combination of treatments listed in the table below, as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres and locations of each treatment shall be determined by the Authorized Officer.

<u>Treatment</u>	<u>Cost/Acre</u>
Hand Pile and Cover	\$ 390.00
Hand Pile Burn	\$ 60.00
Machine Pile and Cover	\$ 375.00
Machine Pile Burn	\$ 75.00
Slashing	\$ 235.00

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

<u>Appraised Treatment</u>	<u>Acres</u>	<u>Cost/Acre</u>	<u>Total Cost per Treatment</u>
Hand Pile and Cover	9	\$ 390.00	\$ 3,510.00
Hand Pile Burn	9	\$ 60.00	\$ 540.00
Machine Pile and Cover	80	\$ 375.00	\$ 30,000.00
Machine Pile Burn	80	\$ 75.00	\$ 6,000.00
<u>Slashing</u>	<u>50</u>	<u>\$ 235.00</u>	<u>\$ 11,750.00</u>
Total Appraised Cost			\$ 51,800.00

- (cc) The Total Purchase Price set forth in Section 2 shall be adjusted in a unilateral modification executed by the Contracting Officer by the amount that the total cost of the logging residue reduction and site preparation treatments designated pursuant to Section 42(e)(2)(bb) differs from Fifty-one Thousand Eight Hundred and 00/100 dollars (\$51,800.00), as calculated by using the estimated acres determined by the Authorized Officer and the per acre costs listed in Section 42(e)(2)(aa).
- (3) Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop-up assistance as required herein and measures required in Section 42(e). 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 Regeneration Harvest Areas 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.

(f) Log Export and Substitution

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

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

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

- (aa) Date of last export sale.
- (bb) Volume of timber contained in last export sale.
- (cc) Volume of timber exported in the past twelve (12) months from the date of last export sale.
- (dd) Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.
- (ee) Volume of timber exported in succeeding twelve (12) months from date of last export sale.
- (ff) Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.

- (2) In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a Form 5460-16 (Certificate as to Nonsubstitution and the Domestic Processing of Timber). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

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

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

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

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

At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. Any increased costs for log branding and painting shall be the responsibility of the Purchaser.

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

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Lane	20S	2W	15	S1/2NE1/4, SE1/4NW1/4, N1/2SE1/4, SE1/4SE1/4	Willamette
O&C	Lane	20S	2W	25	W1/2	Willamette
O&C	Lane	20S	2W	35	N1/2NE1/4	Willamette
O&C	Lane	20S	2W	13	SW1/4NW1/4	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	8,903.0	9,430.0	9,430.0	169,817	6	34,967
Western Hemlock	532.0	624.0	648.0	9,699	326	2,389
Western Redcedar	184.0	238.0	275.0	4,067	278	1,501
Totals	9,619.0	10,292.0	10,353.0	183,583	610	38,857

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
218.0	0.0	10.0	228.0	42.2

Logging Costs

Stump to Truck	\$1,137,148.66
Transportation	\$385,950.00
Road Construction	\$624,697.84
Maintenance/Rockwear	\$46,913.86
Road Use	\$0.00
Other Allowances	\$64,167.52
Total:	\$2,258,877.88
Total Logging Cost per MBF:	\$234.84

Utilization Centers

Location	Distance	% of Net Volume
Eugene/Springfield	33.0 miles	100 %

Profit & Risk

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

Tract Features

Quadratic Mean DBH	14.9 in
Average GM Log	56 bf
Average Volume per Acre	42.2 mbf
Recovery	93 %
<u>Net MBF volume:</u>	
Green	9,619.0 mbf
Salvage	0 mbf
Export	0 mbf
<u>Ground Base Logging:</u>	
Percent of Sale Volume	29 %
Average Yarding Slope	15 %
Average Yarding Distance	400 ft
<u>Cable Logging:</u>	
Percent of Sale Volume	71 %
Average Yarding Slope	60 %
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	August 2018
Cruised By	K.Cranmer, B.Dotson
Cruise Method	
VP, 100%	

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	34,967	8,903.0	\$530.02	\$63.60	\$234.84	\$0.00	\$231.60	\$2,061,934.80
Western Hemlock	2,389	532.0	\$408.69	\$49.04	\$234.84	\$0.00	\$124.80	\$66,393.60
Western Redcedar	1,501	184.0	\$903.84	\$108.46	\$234.84	\$0.00	\$560.50	\$103,132.00
Totals	38,857	9,619.0						\$2,231,460.40

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				47.0 %	47.0 %	6.0 %	

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western Hemlock				54.0 %	41.0 %	5.0 %	

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

Ratified**Unit Summary****ORN05-TS-2019.0516****Unit: RH-1**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	1,724.0	1,826.0	1,826.0	6,768
Western Hemlock	103.0	121.0	126.0	463
Western Redcedar	36.0	46.0	53.0	291
Totals:	1,863.0	1,993.0	2,005.0	7,522

Net Volume/Acre: 42.3 MBF

Regeneration Harvest	44.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	44.0

Unit: RH-2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	6,818.0	7,222.0	7,222.0	26,765
Western Hemlock	408.0	478.0	496.0	1,831
Western Redcedar	141.0	183.0	211.0	1,151
Totals:	7,367.0	7,883.0	7,929.0	29,747

Net Volume/Acre: 42.3 MBF

Regeneration Harvest	174.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	174.0

Unit: RW-2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	353.0	373.0	373.0	1,384
Western Hemlock	21.0	25.0	26.0	95
Western Redcedar	7.0	9.0	11.0	59
Totals:	381.0	407.0	410.0	1,538

Net Volume/Acre: 42.3 MBF

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	9.0
Total Acres:	9.0

Unit: Selectives-Blue Painted Trees

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	8.0	9.0	9.0	50
Totals:	8.0	9.0	9.0	50

Net Volume/Acre: 8.0 MBF

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	1.0
Total Acres:	1.0