



# PROSPECTUS

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



August 20, 2014

Parcel No. 1  
Tract No. E-14-674  
Upper Willamette Resource Area

## Second Show

### TIMBER SALE NOTICE

**NOTICE IS HEREBY GIVEN** that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9, attached. Written and oral bids will be received by the District Manager, or her representative, at the **EUGENE DISTRICT OFFICE, 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON**. The timber sale will commence at 10:00 a.m. on Thursday, **September 18, 2014**.

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 August 20, 2014. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper to ensure accurate knowledge of the exact publication date.

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

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

1. Form 5430-11, a certification that the bid was arrived at by the bidder or offerer independently, and was tendered without collusion with any other bidder or offerer.
2. Form 5450-17, Export Determination.

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

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

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

**LOG EXPORT AND SUBSTITUTION.** All timber sales, including timber from Federal rights-of-ways, shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in

accordance with P.L. 94-165 and 43 CFR 5400 and 5424, as amended.

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

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

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

**THE VOLUMES LISTED** herein are estimates only, based on 16-foot taper breaks, which must be taken into consideration if comparisons are made with volume predictions based on other standards. The volumes based on 32-foot taper breaks are shown for comparison purposes. No sale shall be made for less than the total purchase price, without regard to the amount bid per unit, even though quantity of timber actually cut or removed or designated for taking is more or less than the estimated volume or quantity so listed.

**AN ENVIRONMENTAL 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 (541) 683-6600.

Attachments:

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

EUGENE DISTRICT  
UPPER WILLAMETTE RESOURCE AREA

PARCEL NO.: 1  
SALE DATE: September 18, 2014

Tract No. E-14-674 Second Show  
Lane County and Linn County, Oregon: O&C

Bid Deposit Required: \$ 384,200.00

All timber designated for cutting on SW1/4SW1/4, Section 26, S1/2SW1/4, S1/2SE1/4, Section 27, E1/2NE1/4, Section 33, N1/2, Section 34, N1/2, NW1/4SW1/4, NW1/4SE1/4, Section 35, T. 15 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
10,677	Douglas-fir	12,331	\$ 309.00	\$ 3,810,279.00
43	Western hemlock	54	\$ 120.00	6,480.00
35	Western redcedar	45	\$ 559.00	25,155.00
10,755	TOTALS	12,430		\$ 3,841,914.00

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

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

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

CRUISE INFORMATION: Volume for all Douglas-fir, western hemlock and western redcedar in the 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 Regen Harvest Area was determined with a Relaskop using a 40 BAF. The Regen Harvest Area contains a total of 222 plots. 96 sample trees were randomly selected on these plots to determine v-bar. A portion of the sample trees have been felled, bucked, and scaled and the volume expanded to a total sale volume using the **National Cruise Processing Program**. The basal area in the Partial Harvest Area was determined with a Relaskop using a 20 BAF. The Partial Harvest Area contains a total of 55 plots. 19 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 Eugene District Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 21.4" DBHOB; the average log contains 125 bd. ft.; the total gross merchantable volume is approximately 12,940 MBF; and 94% recovery is expected.

CUTTING AREA: Approximately 236 acres must be regeneration harvested and 33 acres must be thinned.

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-573 between Weyerhaeuser Company and the United States. In the renovation and use of private roads, the Purchaser shall enter into a license agreement with Weyerhaeuser Company. The license agreement shall be delivered to Weyerhaeuser Company for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

ROAD MAINTENANCE: The Purchaser shall pay Weyerhaeuser Company road use fees of \$17,414.00.

In addition, the Purchaser shall maintain Weyerhaeuser owned roads and pay Weyerhaeuser Company rockwear fees estimated at \$98.24. The Purchaser shall pay maintenance fees of \$37,330.13 and rockwear fees of \$14,727.68 to the BLM. See the Exhibit D map for specifications of road maintenance responsibility. Only the map page of the Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

**In addition to the quantities shown below, 200 cubic yards (truck measure) of 3" minus maintenance rock is required. Additional road reinforcement (rocking) may be required for wet weather haul and will be at the Purchaser's expense. Load tickets are required for maintenance rock accounting.**

ROAD CONSTRUCTION:

Spur 34A

Length: 3.45 Stations

Class: SN-14'

ROAD RENOVATION:

Road Nos. 15-1-32, 15-2-25.1, -25.1 Seg. C, -26.2, -28.1, -28.3 East, -28.3 West, -33, -34, -34.1, -34.3, -35.2, -35.3, -35.6, -35.7, -35.8, 16-2-10.2, and Quarry access road

Length: 668.98 Stations

Class: SN-14'/16'

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

ROAD IMPROVEMENT:

Spur 33A

Length: 4.40 Stations

Class: SN-14'

Total Estimated Exhibit C (construction, renovation, and improvement)

Road Costs: \$522,460.93

Rock Source: BLM - Dollar Quarry, T. 15 S., R. 2 W., Secs. 25/36 W.M.

Surfacing: 3/4" minus / 1-1/2" minus / 3" minus / 6" minus

Estimated Quantity: 333 cy / 3,066 cy / 22,254 cy / 2,161 cy (truck measure)

Special Requirements: Prior to quarry operations, the Purchaser shall enter into the Weyerhaeuser Company Rock Crushing and Temporary Road Use License Agreement.

CULVERTS:

<u>Diameter:</u>	<u>Length:</u>	<u>Number:</u>
18"	240'	7
24"	100'	3
30"	90'	3

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

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

It is estimated that 50 MBF additional timber, such as corridor and guyline trees may be removed under the contract, but is not included in the advertised sale volume, nor is it included in the timber sale appraisal.

OTHER SPECIAL REQUIREMENTS:

1. The Purchaser shall be required to clean logging, road, decommissioning, and slash piling equipment to remove dirt and plant debris that may contain noxious weed seeds from the under carriage, tracks and tire treads prior to entry on BLM lands.
2. All yellow-marked trees within the Regen Harvest Areas felled for safety and operational reasons shall remain on site.
3. No felling, yarding, or loading is permitted in or through the Reserve Areas as shown on Exhibit A.
4. No yarding shall be conducted in Partial Harvest Areas during sap flow from April 1 to June 15 of each year, both days inclusive, unless otherwise approved by the Authorized Officer.
5. 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.
6. Hauling operations on native surface roads shall be restricted to dry periods (typically July 1 to September 30).
7. Purchaser shall pile logging slash at all landings, machine pile logging slash in Regen Harvest Area-Groundbase, and all ground within 25 feet of Spur 34A, and Road Nos., 15-2-25.1, 15-2-28.3, 15-2-33, 15-2-34 and 15-2-35.2.
8. Portions of Road Nos. 15-2-28.3 (east) and 16-2-33 have grades greater than 20% and will require tractor assist.
9. Whole tree yarding, or yarding with tops attached will be required in the Regen Harvest Areas.

10. Partial Harvest activities, Regen Harvest activities, and Hauling in Units 2 and 3 may coincide with the North Parsons Timber Sale in the E1/2NE1/4 of Section 33.
11. Within the Potential Area of Prescribed Burn shown on Sheet 7 of the Exhibit F, the Purchaser shall conduct prescribed fires. Each burn shall not exceed 20 acres per year with a maximum of 60 acres over three (3) years.
12. Purchaser will be required to file a Notification of Operations with the Oregon Department of Forestry office for all harvest operations and road construction on BLM property and Cable yarding operations on Weyerhaeuser property along Road No. 15-1-25.1 in Partial Harvest Area No. 1.

OPTIONAL CONTRIBUTION: The Purchaser shall burn piles, construct fire trails, and prescribe burn and mop-up as described in the Exhibit F. The Purchaser shall have the option of completing this work, or in lieu thereof, may make a contribution to the Bureau of Land Management in the amount of Fifty Thousand Eight Hundred Thirty-Five and 12/100 (\$50,835.12).

NARRATIVE DESCRIPTION OF HOW TO GET TO SALE AREA:

Portions of this sale are accessed through locked gates over private land. Prospective bidders may obtain a key from the Eugene District Office and proceed to the sale area. Any other persons interested in visiting the timber sale should first contact Brian Bickford at 541-683-6164.

To all Harvest Areas: From Springfield, proceed northeast on Marcola Road for approximately 14.5 miles to junction of Shotgun Creek Road. Proceed northwest on Shotgun Creek Road for approximately 1.0 mile to the junction of Dollar Road (Road No.15-1-31.0). Continue on Dollar Road for approximately 2.0 miles to the junction of Road No. 15-2-25.1.

For Harvest Area No. 3, 4, and 5, proceed on Road No. 15-2-25.1 for approximately 2.0 miles and follow timber sale location signs to the Harvest Areas.

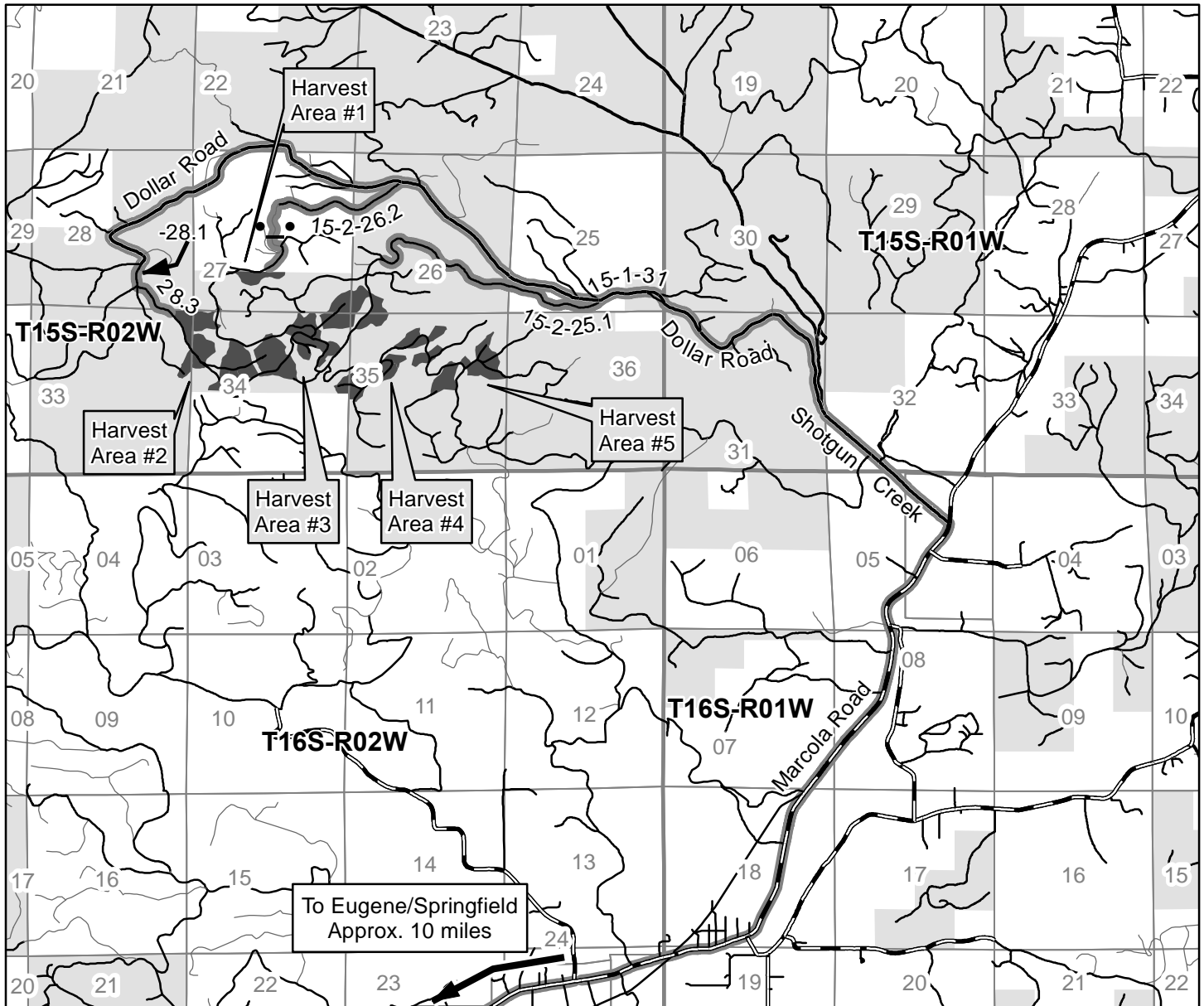
For Harvest Area No. 1, return to Dollar Road and proceed approximately 1.5 miles to the junction of Road No.15-2-26.2. Continue on Road No. 15-2-26.2 for approximately 1.4 miles.

For Harvest Area No. 2, return to Dollar Road and proceed approximately 2.5 miles to the junction of Road No. 15-2-28.1. Proceed on Road No. 15-2-28.1 for approximately 0.15 miles to the junction of Road No. 15-2-28.3. Continue on Road No. 15-2-28.3 for approximately 0.25 miles.

# Timber Sale Location Map

Sale Name: Second Show

T. 15 S., R. 2 W., SECS. 26, 27, 33, 34 & 35, WILL. MER., EUGENE DISTRICT



## NARRATIVE DESCRIPTION OF HOW TO GET TO SALE AREA:

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**To all Harvest Areas:** From Springfield, proceed northeast on Marcola Road for approximately 14.5 miles to junction of Shotgun Creek Road. Proceed northwest on Shotgun Creek Road for approximately 1.0 mile to the junction of Dollar Road (Road No. 15-1-31.0). Continue on Dollar Road for approximately 2.0 miles to the junction of Road No. 15-2-25.1.

**For Harvest Area No. 3, 4, and 5,** proceed on Road No. 15-2-25.1 for approximately 2.0 miles and follow timber sale location signs to the Harvest Areas.

**For Harvest Area No. 1,** return to Dollar Road and proceed approximately 1.5 miles to the junction of Road No. 15-2-26.2. Continue on Road No. 15-2-26.2 for approximately 1.4 miles.

**For Harvest Area No. 2,** return to Dollar Road and proceed approximately 2.5 miles to the junction of Road No. 15-2-28.1. Proceed on Road No. 15-2-28.1 for approximately 0.15 miles to the junction of Road No. 15-2-28.3. Continue on Road No. 15-2-28.3 for approximately 0.25 miles.

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.

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

6/30/2014

## Seasonal Restriction Matrix



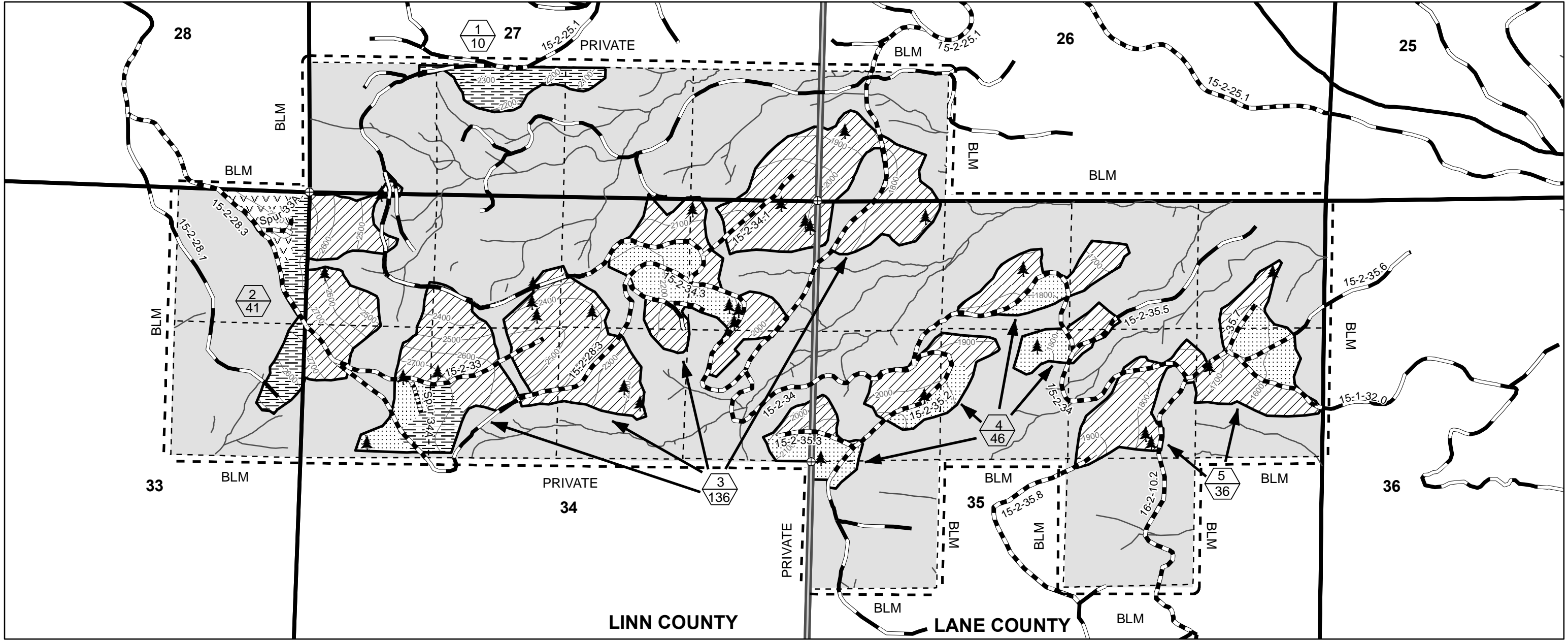
Restricted Times

Restricted Activity:	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>Road Construction and Improvement, Use of Native Surface Roads, Ground based Yarding, In-Unit Machine Piling, Decommissioning</b> <ul style="list-style-type: none"> <li>Typically October 1 – June 30</li> <li>May vary due to weather conditions; soil moisture still overrides weather conditions</li> </ul>																								
<b>Yarding (Sap flow)</b> <u>Harvest Area 1 and thinning portions of Harvest Areas 2 and 3</u> <ul style="list-style-type: none"> <li>April 1 – June 15, both days inclusive</li> <li>Sap flow restrictions may be conditionally waived at the discretion of BLM</li> </ul>																								
<b>Culvert Installation and Removal</b> <ul style="list-style-type: none"> <li>November 1 – May 31, both days inclusive</li> </ul>																								

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 1500 – 2800 feet.

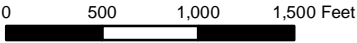


UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT, EUGENE DISTRICT  
SALE NAME: SECOND SHOW TIMBER SALE CONTRACT NO.: ORE06-TS14-674  
T. 15 S., R. 2 W., SECS. 26, 27, 33, 34 & 35, WILL. MER.



- Partial Harvest Area - Groundbase
- Partial Harvest Area - Cable
- Regen Harvest Area - Groundbase
- Regen Harvest Area - Cable
- Contract Area
- Reserve Area
- Harvest Area - Posted, Painted
- County Boundary
- Stream
- Existing Road
- Existing Road - Paved
- Road Renovation/Improvement
- New Construction - Rock Surface
- Unit Number (Top)/Unit Acres (Bottom)
- Corner Found
- Grouped Retention Trees

TOTAL FOR SECTIONS 26, 27, 33, 34 & 35	
REGEN HARVEST AREA	236
PARTIAL HARVEST AREA	33
RESERVE AREA	731
CONTRACT AREA	1,000 Acres



7/30/2014

United States Department of the Interior  
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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Contract No.

ORE06-TS14-674

**EXHIBIT B**

**LUMP SUM SALE**

**Second Show**

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	12,331 MBF		
Western hemlock	54 MBF		
Western redcedar	45 MBF		
TOTALS	<b>12,430 MBF</b>		

The apportionment of the total purchase price is as follows:

Partial Harvest Area No. 1 – 10 Acres (16.3 MBF/Acre)

Douglas-fir	148 MBF
Western hemlock	15 MBF
	<hr/> 163 MBF

Partial Harvest Area No. 2 – 16 Acres (16.3 MBF/Acre)

Douglas-fir	236 MBF
Western hemlock	24 MBF
	<hr/> 260 MBF

Regen Harvest Area No. 2 – 25 Acres (50.2 MBF/Acre)

Douglas-fir	1,255 MBF
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Partial Harvest Area No. 3 – 7 Acres (16.9 MBF/Acre)

Douglas-fir	103 MBF
Western hemlock	15 MBF
	<hr/> 118 MBF

Regen Harvest Area No. 3 – 129 Acres (50.5 MBF/Acre)

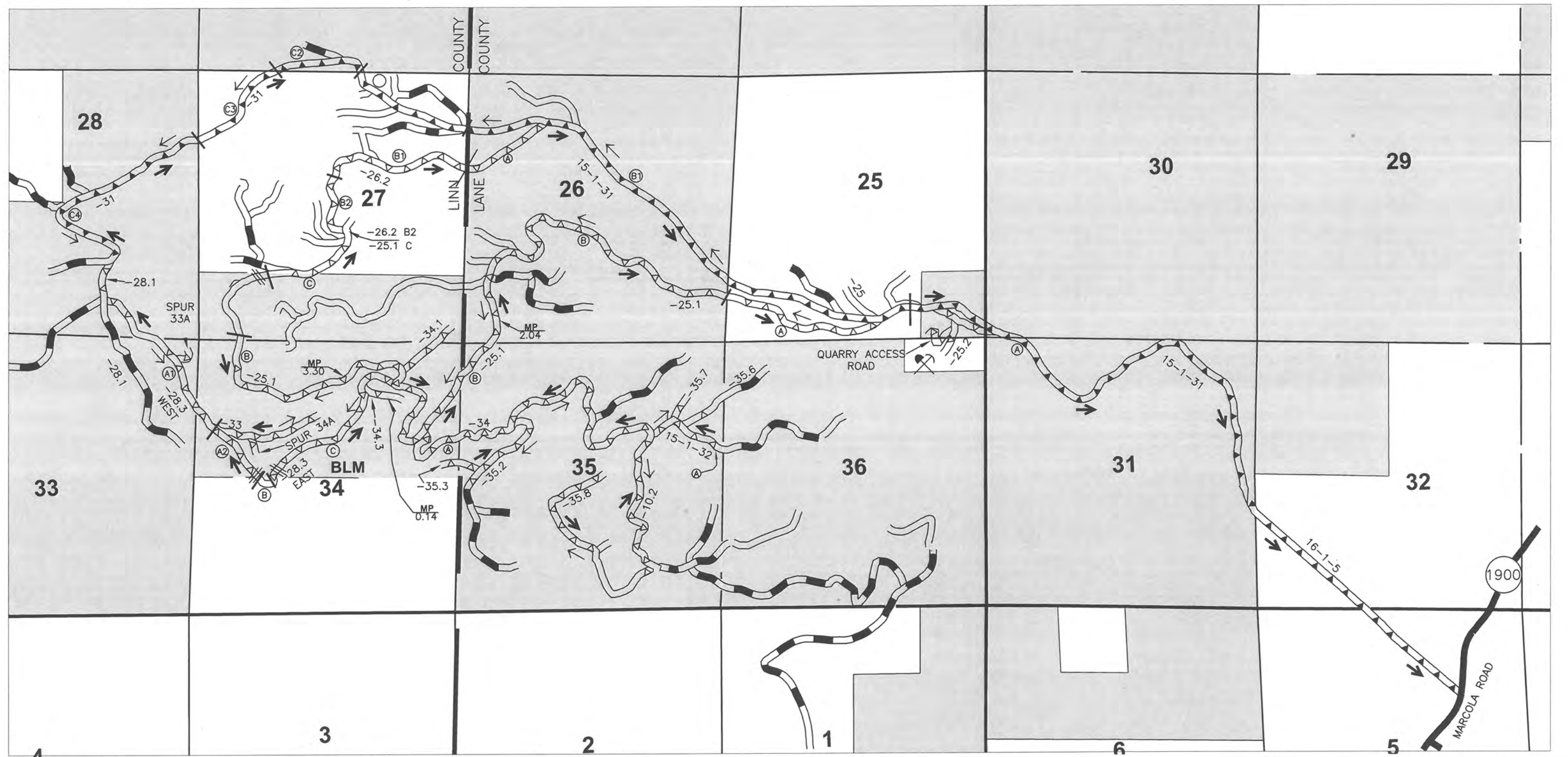
Douglas-fir	6,474 MBF
Western redcedar	45 MBF
	<hr/> 6,519 MBF

Regen Harvest Area No. 4 – 46 Acres (50.2 MBF/Acre)

Douglas-fir	2,308 MBF
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Regen Harvest Area No. 5 – 36 Acres (50.2 MBF/Acre)

Douglas-fir	1,807 MBF
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- LEGEND**
- ▲▲▲▲▲ BLM MAINTAINED ROADS
  - PURCHASER MAINTAINED ROADS
  - OTHER ROCKED ROADS
  - OTHER ROADS
  - OTHER PAVED ROADS
  - SEGMENT BREAK
  - Ⓐ SEGMENT DESIGNATOR
  - TIMBER HAUL ROUTE
  - MINERAL HAUL ROUTE
  - ⊙ GATE
  - ⊘ ROAD BLOCKED
  - ⚡ QUARRY
  - BLM LAND

BUREAU OF LAND MANAGEMENT  
EUGENE DISTRICT, UPPER WILLAMETTE RESOURCE AREA

SALE NAME: SECOND SHOW  
CONTRACT NO.: ORE06-TS14-674

**EXHIBIT D**  
**ROAD MAINTENANCE MAP**  
T. 15 S., R. 1 W., Sections 30, 31, & 32  
T. 15 S., R. 2 W., Sections 22, 25, 26, 27, 28, 33, 34, 35, & 36  
T. 16 S., R. 1 W., Section 5  
WILLAMETTE MERIDIAN, LINN & LANE COUNTY, OREGON

DESIGNED BY: P. HUPPI  
DRAWN BY: P. PISANI  
DATE: JULY, 2014

SHEET 6 OF 6

### **SPECIAL PROVISIONS FOR LANDING PILES**

- 1) Purchaser shall pile logging slash at all landings and machine pile logging slash within 25 feet of Spur 34A and Road Nos. 15-2-25.1, 15-2-28.3, 15-2-33, 15-2-34 and 15-2-35.2, and landings as needed within the Harvest Areas as directed by the Authorized Officer.
- 2) All logs more than eight (8) 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.
- 3) Piling shall be completed within thirty (30) days of the completion of yarding for each landing. Piles are to be tight and free of dirt.
- 4) Cover each landing pile with a minimum ten (10) foot by ten (10) foot sheet of four (4) mil. black plastic or equivalent, unless otherwise directed by the Authorized Officer to meet ignition and combustion needs. The cover shall be firmly fixed or weighed down to hold in place. Covering shall be done concurrently with piling.
- 5) Upon completion of harvest on any individual units, all resulting piles will be burned as authorized by the Authorized Officer and in accordance with Special Provisions 20-24 of this Exhibit.

### **SPECIAL PROVISIONS FOR HAND PILING**

- 6) Within the Potential Area of Hand Pile and Burn as shown on Sheet 7 of this Exhibit, all logging slash and all slashed brush more than 2 feet long and greater than 6 inches in diameter at the large end shall be hand piled. Larger material which has a portion meeting this specification must be bucked at the 6 inch diameter and that portion piled. In all cases, the debris after treatment shall be less than 6 inches deep. Upon completion of harvest on any individual units, all resulting piles will be burned as authorized by the Authorized Officer and in accordance with Special Provisions 20-24 of this Exhibit.
- 7) Piles shall be located as directed by the Authorized Officer. No pile may be placed closer than 10 feet from reserved trees and 10 feet from the harvest area boundary.
- 8) Slash piles shall be a minimum height of 4 feet and diameter of 6 feet or larger. Piles should be constructed as compactly as possible.
- 9) Piling shall be completed within thirty (30) days of BLM giving notice for the need of piling. Piles are to be tight and free of dirt.
- 10) Hand piles shall be covered with (4) mil. black plastic or equivalent. Each pile shall be at least 50% covered and covering shall be anchored to the satisfaction of the Authorized Officer. Covering shall be done concurrently with piling as directed by the Authorized Officer.

### **SPECIAL PROVISIONS FOR CONSTRUCTION AND COVERING OF MACHINE PILES**

- 11) Within the Potential Area of Machine Pile and Burn, shown on Sheet 7 of this Exhibit, only logging slash more than 2 feet long and greater than 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.
- 12) Equipment used shall be equipped with a hydraulic thumb or a controllable, grapple head. The machine shall have a minimum reach of 25 feet. Upon completion of harvest on any individual units, all resulting piles will be burned as authorized by the Authorized Officer and in accordance with Special Provisions 20-24 of this Exhibit.
- 13) Prior to commencement of slash reduction work, all equipment shall meet approval of the Authorized Officer.

- 14) With the approval of the Authorized Officer, the Purchaser shall have the option to hand pile.
- 15) 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.
- 16) Piles shall be located as directed by the Authorized Officer. No pile shall be located on down logs or within ten (10) feet of any other pile, yellow painted reserve trees, or the unit boundary, unless approved by the Authorized Officer.
- 17) Maximum pile size shall be ten (10) feet in diameter by eight (8) feet in height. Minimum pile size shall be four (4) feet in diameter by four (4) feet in height.
- 18) Covering shall be done concurrently with piling. A minimum of fifty (50) percent of the pile is to be covered using four (4) mil. black plastic or equivalent, and anchored or weighted down to the satisfaction of the Authorized Officer.
- 19) Operations required by this provision shall begin within thirty (30) days after Piling shall be completed within thirty (30) days of BLM giving notice for the need of piling or as directed by the Authorized Officer.

#### **SPECIAL PROVISIONS FOR PILE BURNING**

- 20) All piles either, hand or mechanical, will be burned as authorized by the Authorized Officer.
- 21) For Pile Burning in the Potential Area of Hand Pile/Machine Pile and Burn Areas. All qualifications are defined according to National Wildfire Coordinating Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1. Qualifications and equipment levels are the minimum and may exceed those stated. The Purchaser shall furnish, at his own expense, the services of personnel and equipment on all units requiring burning as shown below.
  - a. One (1) work leader (Firefighter Type 1 (FFT1)) to supervise crew and to serve as Purchaser's Representative.
  - b. At least one (1) additional firefighter (Firefighter Type 2 (FFT2)) for ignition of piles.
  - c. Drip torches and slash fuel (3:1 ratio of diesel to gasoline, or biofuel equivalent).
  - d. Alumagel or other incendiary device.
  - e. One (1) chain saw with fuel. One (1) hand tool per above listed personnel.
- 22) Piles and windrows shall be burned only on days permitted under the Oregon Smoke Management Plan. In some cases, mop-up and fire trailing may be required to be in compliance with the Oregon Smoke Management Plan. All mop-up and fire trailing shall be as directed by the Authorized Officer.
- 23) Purchaser shall obtain daily approval to burn from the Authorized Officer.
- 24) The Purchaser shall supply slash fuel, slash fan(s)/blowers and alumagel or another incendiary thickener, as necessary, to provide complete consumption of the slash piles and windrows. Piles and windrows that have not been consumed and still retain a slash depth of greater than 12 inches shall be reburned. Plastic not consumed during the combustion of the pile(s) shall be removed in its entirety and properly disposed. After burning, all pile remnants shall be removed from all rock road prisms and scattered within the unit.

**SPECIAL PROVISIONS FOR PRESCRIBED BURNING AND MOP-UP**

- 25) Within the Potential Area of Prescribed Burn shown on Sheet 7 of this Exhibit, the Purchaser shall conduct prescribed fires. Each burn shall not exceed 20 acres per year with a maximum of 60 acres over three (3) years.
- 26) Prescribed fire lines: Hand lines cleared to bare mineral soil, a minimum width three (3) feet, not to exceed five (5) feet wide, within an eight (8) foot wide clear corridor, shall be located, constructed, and maintained as directed by the Authorized Officer, not to exceed fourteen thousand (14,000) horizontal feet in length. Concentrations of slash shall be pulled back fifteen (15) feet from the mineral soil fire line at locations to be designated on the ground and dispersed within the Harvest Areas. Waterbars shall be constructed and maintained on the fire trails as approved by the Authorized Officer. Operations required by this provision shall begin within thirty (30) days of BLM giving notice for the need of burning or as directed by the Authorized Officer.
- a. Waterbars shall be constructed on all fire trails. The waterbar shall consist of a diagonal ditch across the portion of the fire trail cleared to mineral soil. The waterbar shall be six (6) inches deep and shall extend (1) foot beyond the width of the fire line.
  - b. Waterbar spacing -- Percent of Slope: 0% to 9% - None Required, 10 to 29% - 1 (one) waterbar every 300 feet, 30% to 59% - 1 (one) waterbar every 150 feet, 60%+ - 1(one) waterbar every 100 feet.
- 27) Prescribed fire Specifications
- a. Potential Areas of Prescribed Burn shall not be burned until all landing pile burning is completed within the unit.
  - b. All ignitions shall be done by hand with drip torches, propane burners or other methods as approved by the Authorized Officer.
  - c. Ignition shall be done in a method agreed upon in the Slash Disposal and Site Preparation Pework described in Section 42(d)(2)(aa).
  - d. Active ignition shall cease at the edge of the Potential Area of Prescribed Burn. No fuel, retardant, or surfactant shall be allowed in the Partial Harvest Areas or near streams shown on Exhibit A.
  - e. The Authorized Officer shall be on site during periods of active ignition and burning.
  - f. No prescribed fire shall occur in the Partial Harvest Areas.
- 28) Mop-up Specifications
- a. The burn perimeter shall be secured to the satisfaction of the Authorized Officer before the crew can be released for the first night. Stipulations will be listed within the Burn Plan.
  - b. Mop-up shall continue the following days until there is no further flaming or smoldering anywhere in the Potential Area of Prescribed Burn.
  - c. Use of surfactants will be limited, as directed by the Authorized Officer.
  - d. The timeline for mop-up may be accelerated due to smoke, weather, or other concerns, as determined by the Authorized Officer.
- 29) Notwithstanding the provisions of Section 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by the Purchaser's operations on Government lands, except for stipulations described in Section 42(d) and as required in this Exhibit. In accordance with written instructions to be issued by the Authorized Officer at least ten (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, mop-up, and patrol by furnishing at Purchaser's own expense, the services of personnel and equipment on each unit as shown below.

(a) For Hand Igniting and Burning within each Potential Area of Prescribed Burn, shown on Sheet 7 of this Exhibit. All qualifications are defined according to National Wildfire Coordinating Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1. Qualifications and equipment levels are the minimum and may exceed those stated.

1. One (1) Burn Boss (RXB2) to supervise crews and equipment operators and to serve as Purchaser's representative.
2. One (1) Firing Boss (FIRB).
3. One (1) twenty (20) person hand crew, including a designated crew foreman. The crew shall be equipped with fuel, twenty (20) drip torches or propane burners, eight (8) fire shovels, eight (8) pulaskis, two (2) power saws, one (1) backpack pump, and enough radios to facilitate inter-crew communications.
4. One (1) Type 3 or 4 engine with operator (ENGB/ICT4) and two (2) crew members. Engine must be equipped with drafting capability and compressed air foam system (all engines must meet or exceed typing standards, including inventory, from the fire line handbook appendix A).
5. One (1) water tender truck with driver. The water tender truck shall have two thousand five hundred (2500) gallon capacity or more.
6. Two (2) Type 6 engines with operators (ENGB/ICT4) and one (1) crew member. Engine must be equipped with foam and drafting capability.
7. Two (2) portable pumps with fuel and equipment to draft water.
8. One thousand five-hundred (1,500) feet of one and one half (1 ½) inch hose, one thousand (1,000) feet of one (1) inch hose, five hundred (500) feet of three-quarter (¾) inch hose, twelve (12) one and a half (1½) inch gated wye valves, fifteen (15) one and a half (1½) inch to one (1) inch reducers, six (6) one (1) to three-quarter (¾) inch reducer, ten (10) one (1) inch combination fog and stream nozzles, and six (6) one and one half (1½) inch combination fog and stream nozzles.
9. All hose coupling shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.610 as amended.

(b) Mop-up of Potential Area of Prescribed Burn.

1. One (1) Burn Boss (RXB2) to supervise crews and equipment operators and to serve as Purchaser's representative.
2. One (1) twenty (20) person hand crew, including a designated crew foreman. The crew shall be equipped with fuel, twenty five (25) drip torches or propane burners, eight (8) fire shovels, eight (8) pulaskis, two (2) power saws and one (1) backpack pump.
3. One (1) tank truck with driver. The tank truck shall have two thousand five hundred (2500) gallon capacity or more.
4. Two (2) Type 6 engines with operators (ENGB/ICT4) and one (1) crew member. Engine must be equipped with foam and drafting capability (all engines must meet or exceed typing standards, including inventory, from the fire line handbook appendix A).
5. Two (2) portable pumps with fuel and equipment to draft water.
6. One thousand five-hundred (1,500) feet of one and one half (1½) inch hose, one thousand (1000) feet of one (1) inch hose, five hundred (500) feet of three-quarter (¾) inch hose, twelve (12) one and a half (1½) inch gated wye valves, fifteen (15) one and a half (1½) inch to one (1) inch reducers, six (6) one (1) to one (¾) inch reducers, ten (10) one (1) inch combination fog and stream nozzles, and six (6) one and one half (1½) inch combination fog and stream nozzles.
7. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.610 as amended.

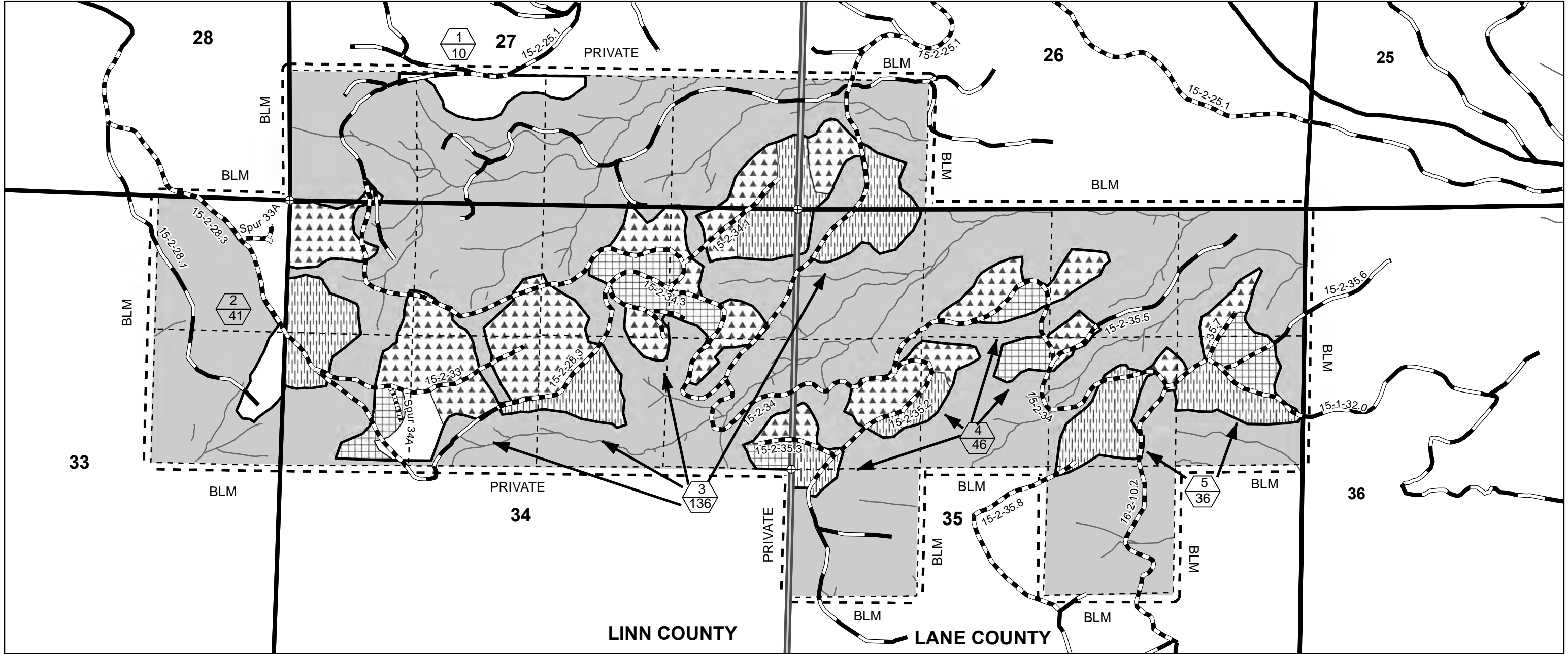
- (c) For Pile Burning in the Potential Hand Pile, Potential Machine Pile and Burn Areas, shown on Sheet seven (7) of this Exhibit. All qualifications are defined according to National Wildfire Coordinating Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1. Qualifications and equipment levels are the minimum and may exceed those stated. The Purchaser shall furnish, at his own expense, the services of personnel and equipment on all units requiring burning as shown below.
1. One (1) work leader (Firefighter Type 1 (FFT1)) to supervise crew and to serve Purchaser's Representative.
  2. At least one (1) additional firefighter (Firefighter Type 2 (FFT2)) for ignition of piles.
  3. Drip torches and slash fuel (3:1 ratio of diesel to gasoline, or biofuel equivalent).
  4. Aluma-gel or other incendiary device.
  5. One (1) chain saw with fuel.
  6. One (1) hand tool per above listed personnel.
- (d) 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.
- (e) All listed personnel shall be physically fit, experienced, and fully capable of functioning as required. All personnel shall arrive at the project areas with the following personal safety equipment: long sleeve natural fabric shirt, full length natural fabric trousers, minimum eight (8) inch top leather boots, hardhat, and leather gloves. All personnel shall wear long pants and long sleeve shirts, lug soled leather boots with minimum eight (8)-inch uppers that provide ankle support, approved hardhat, and leather gloves. All personnel directly involved in burning operations shall wear clothing made of approved aramid fabric (Nomex or equivalent) and shall carry an approved fire shelter.
- (f) 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. In addition, all listed personnel directly involved in burning operations shall be certified Fire Fighters qualified according to National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System guide, PMS 310-1 and provide documentation. The work leaders must be fluent in English and be able to effectively speak to all crew members under their direction. Personnel who do not meet these requirements or who do not have proper clothing and personal protective equipment (PPE) will not be allowed to participate.
- (g) Except as provided hereafter for fire escapement, the Purchaser shall continue the required assistance in mop-up of each unit burned as shown on Sheet 7 of this Exhibit, required in Special Provision 28(a) and 28(b) for three hundred (300) work hours for each under burn unit as directed by the Authorized Officer within a thirty (30) day period for each under burn unit beginning 8:00 a.m. the day following completion of ignition in that unit or until released from such services by the Authorized Officer, whichever occurs first.
- (h) In the event of a fire escapement, Purchaser's personnel and equipment shall, under supervision of the Authorized Officer or designated representative, take action to suppress, including 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 ignition day, 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 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.
- (i) In situations where an escaped fire is controlled and contained by an adequate fire break (e.g., trail, road, stream, rock formation) the Government may permit the Purchaser to remove personnel for that day: provided that, all mop-up work on the escaped fire area 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.
- (j) In case of injury to personnel or damage to equipment furnished by the Purchaser as required by this subsection, liability shall be borne by the Purchaser, unless such injury or damage is caused by Government negligence.
- (k) 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 Special Provision 28. In the event the Purchaser fails to provide the personnel and equipment required herein, the Purchaser shall be responsible for all additional costs 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.





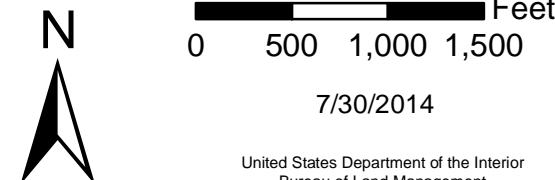
UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
FINAL ENVIRONMENTAL ASSESSMENT  
SECOND SHOW, T. 15 S., R. 2 W., SEC. 26, 27, 33, 34 and 35



- |  |   |  |                                   |
|--|---|--|-----------------------------------|
|  | Potential Area of Hand Pile and Burn    |  | Harvest Area -<br>Posted, Painted |
|  | Potential Area of Machine Pile and Burn |  | County Boundary                   |
|  | Potential Area of Prescribed Burn       |  | New Construction - Rock           |
|  | Contract Area                           |  | Road Renovation/Improvement       |
|  | Reserve Area                            |  |                                   |

- |  |   |
|--|---|
|  | Stream                                    |
|  | Unit Number (Top)/<br>Unit Acres (Bottom) |
|  | Corner Found                              |

FUEL MANAGEMENT



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.

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.

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

Tract No. E-14-674

Parcel No. 1

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: September 18, 2014

**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 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 Partial Harvest Areas and Regen Harvest Areas shown on Exhibit A. All yellow marked trees cut for safety and operational reasons within the Regen Harvest Areas shall remain on site.
- (c) All existing decay class 3, 4, and 5 logs in the Partial Harvest Areas and Regen Harvest Areas shown on Exhibit A. Decay classes are illustrated on Exhibit I which is attached hereto and made a part hereof.
- (d) In Partial Harvest Areas shown on Exhibit A, all Pacific yew, hardwood trees, and snags which do not present a safety hazard or where removal is not needed for operational activities as determined by the Authorized Officer. All Pacific yew, hardwood trees, and snags that are felled for safety and operational reasons shall remain on site.

SEC. 42 - Special Provisions

(a) Logging

- (1) Before beginning operations on the contract area for the first time, entering a new Harvest Area, or after a shutdown of 14 or more days, the Purchaser shall notify the Authorized Officer in writing of the date he plans to begin operations. This written notification must be received by the Authorized Officer no less than 14 days prior to the date the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of 10 or more days.
- (2) Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A pre work conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan.
- (3) In Partial Harvest Areas shown on Exhibit A, all trees designated for cutting shall be felled to the lead and bucked into log lengths not to exceed forty (40) feet before being yarded unless otherwise approved by the Authorized Officer.
- (4) In Regen Harvest Areas shown on Exhibit A, all trees designated for cutting, shall be felled and whole tree yarded, or yarded with tops attached.
- (5) No felling, yarding, or loading is permitted in or through the Reserve Areas shown on Exhibit A unless otherwise approved by the Authorized Officer.
- (6) No yarding shall be conducted in Partial Harvest Areas shown on Exhibit A, from April 1 to June 15 of each year, both days inclusive, for sap flow, unless otherwise approved in writing by the Authorized Officer.
- (7) In the Partial Harvest Areas and Regen Harvest Areas shown on Exhibit A, felling of trees shall be to the lead of the yarding corridor and skid trails. Trees shall be directionally felled away from the Reserve Areas, coarse woody debris, and snags except where there is a safety hazard as determined by the Authorized Officer.
- (8) The Purchaser shall provide flaggers when necessary and signs to control traffic where it passes through the contract area.
- (9) In the Partial Harvest Areas and Regen Harvest Areas shown on Exhibit A, 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 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 the Partial Harvest Areas and Regen Harvest Areas 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) Skyline roads shall be placed on the landscape to avoid disturbance to snags, down logs, and reserve trees 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 in writing by the Authorized Officer.
- (12) In the Partial Harvest Area-Groundbased and Regen Harvest Area-Groundbased shown on Exhibit A, yarding may be done with groundbased equipment on slopes of 35% or less. The equipment used and timing of the harvest shall have prior approval of the Authorized Officer. Groundbased 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.
- (13) In the Partial Harvest Areas-Groundbased and Regen Harvest Area-Groundbased shown on Exhibit A, all yarding shall be done by equipment operated entirely on designated skid trails. Before felling and yarding any timber in the Harvest Area – Groundbased, the Purchaser shall locate and construct designated skid trails as follows:
- (aa) Mark the location of designated skid trails on the ground with fluorescent pink plastic flagging in consultation with the Authorized Officer.
  - (bb) 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.
  - (cc) 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.
  - (dd) Limit the width of each skid trail to a maximum of 12 feet.
  - (ee) Skid trails shall not be located within 75 feet of the Reserve Areas as shown on Exhibit A unless otherwise authorized by the Authorized Officer.
  - (ff) Skid trails shall be placed on the landscape to avoid disturbance to snags and down logs where feasible.
- (14) In the Regen Harvest Areas-Groundbase shown on Exhibit A, felling may be done with mechanized harvesting equipment capable of directionally falling 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) 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. Movement of cutting equipment off designated skid trails shall be kept to a single pass. If multiple passes are required, skid trails shall be decompacted in accordance with Section 42(c)(4).
- (15) Before cutting and removing any reserve trees necessary to facilitate logging in the Partial Harvest Areas and Regen Harvest Areas shown on Exhibit A, the Purchaser shall identify the location of the skid trails in accordance with Section 42(a)(13) and skyline yarding roads in accordance with Section 42(a)(10), and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding, the following conditions must be met:
  - (aa) All skid trails and/or skyline yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Authorized Officer, the width of each skid trail, and/or cable yarding road shall be limited to 12 feet.
  - (bb) The Purchaser may immediately cut and remove additional timber to clear skid trails and skyline yarding roads; and provide tailhold, tieback, guyline, lift and intermediate support trees; and clear danger trees when the trees have been marked with blue paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Section 3(b) of the contract or sufficient bonding has been provided in accordance with Section 3(d) of the contract.
  - (cc) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Section 9 of the contract.
  - (dd) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.
  - (ee) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Section 8 or Section 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.
  - (ff) The Government may reserve trees previously designated for cutting and removal by applying orange paint above and below stump height and the letter "R" on two sides of the trees as replacements for additional trees cut and removed for skid trails and/or skyline yarding roads when the Authorized Officer determines such reservation is necessary to maintain stand

densities consistent with objectives set forth in the management prescription. This may include the replacement of trees damaged by storm events, or insects or disease. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.

- (16) In accordance with the requirements of Section 8 of the contract it has been determined that it is in the best interest of the Government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in the Partial Harvest Areas and Regen Harvest Areas shown on Exhibit A, 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) Yellow marked trees within Regen Harvest Areas shown on Exhibit A, felled for safety or operational reasons shall not be removed in accordance with Section 41(b).
  - (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(d) 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(d) 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 that was reserved for tree improvement and/or wildlife habitat.
    - (4) Cut any tree in or adjacent to skyline yarding corridors that was not necessary to facilitate skyline yarding.
    - (5) Cut any reserve tree in or adjacent to tractor skid trails 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 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 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.

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

- (1) The Purchaser shall construct Spur 34A; renovate Road Nos. 15-1-32, 15-2-25.1 Segs. A-C, 15-2-25.2, 15-2-26.2, 15-2-28.1, 15-2-28.3 East, 15-2-28.3 West, 15-2-33, 15-2-34, 15-2-34.1, 15-2-34.3, 15-2-35.2, 15-2-35.3, 15-2-35.6, 15-2-35.7, 15-2-35.8, 16-2-10.2, and Quarry Access road; and improve Spur 33A in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Exhibit C contains 46 sheets.
- (2) Prior to removal of any timber, the required construction, renovation, and improvement of the haul route for that timber shall be completed prior to hauling as specified in Exhibit C. The required road construction shall occur during periods of dry weather as determined by the Authorized Officer (typically July 1 – September 30).
- (3) Culvert replacement/installation on streams shall be done between June 1 and October 31 (both days inclusive), and all removal and replacement/installation shall be completed prior to hauling and fall rains. During installation of the stream culverts, dewatering of the culvert bed, silt fences and/or straw bales may be required as directed by the Authorized Officer. All work shall be completed in accordance with the plans and specifications shown in Exhibit C.
- (4) Aggregate production is required at the BLM Dollar Quarry located in T. 15 S., R. 2 W., Secs. 25/36 W.M.
- (5) 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 and/or the hauling of rock as required in the Exhibit C, provided that the Purchaser pay the required maintenance fee obligations described in Section 42(b)(9). The Purchaser shall pay current Bureau of Land Management maintenance fees for the sale of additional timber under modification of the contract.

<u>Road No.</u>	<u>Length Miles Used</u>	<u>Road Control</u>	<u>Road Surface Type</u>
15-1-31	5.97	BLM	Paved
16-1-5	1.00	BLM	Paved

- (6) Purchaser Maintenance: The Purchaser is authorized to use the roads listed below and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management and/or 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, provided that the Purchaser comply with the conditions set forth in Section 42(b)(7) and 42(b)(11) and pay the required rockwear obligation described in Section 42(b)(10). 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>
Spur 33A	0.08	BLM	Rock
Spur 34A	0.07	BLM	Rock
Quarry Access	0.21	WY	Rock
15-1-32	0.31	BLM	Rock
15-2-25.1 Segs. A & C	1.04	WY	Rock
15-2-25.1 Seg. B	3.72	BLM	Rock
15-2-25.2	0.16	WY	Rock
15-2-26.2 Seg. A	0.36	BLM	Rock
15-2-26.2 Seg. B	0.85	WY	Rock
15-2-28.1	0.16	BLM	Rock
15-2-28.3 East	0.79	BLM	Rock
15-2-28.3 West	0.98	BLM	Rock
15-2-33	0.41	BLM	Rock
15-2-34	1.44	BLM	Rock
15-2-34.1	0.25	BLM	Rock
15-2-34.3	0.14	BLM	Rock
15-2-35.2	0.47	BLM	Rock
15-2-35.3	0.16	BLM	Rock
15-2-35.6	0.21	BLM	Rock
15-2-35.7	0.11	BLM	Rock
15-2-35.8	0.89	BLM	Rock
16-2-10.2	0.61	BLM	Rock

WY = Weyerhaeuser Company

- (7) Except for the road maintenance in accordance with Section 42(b)(5), the Purchaser shall perform any required road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications", of this contract, which is attached hereto and made a part hereof.
- (8) With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users of roads included in Section 42(b)(6) of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. Prior to hauling, the Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on these roads.
- (9) The Purchaser shall pay the Government a road maintenance obligation in the amount of Thirty-seven Thousand Three Hundred Thirty and 13/100 dollars (\$37,330.13) for the transportation of timber included in the contract price over roads listed in Section 42(b)(5).

The above road maintenance amount is for the use of 6.97 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.

- (10) The Purchaser shall also pay to the Government a road maintenance obligation for rockwear in the amount of Fourteen Thousand Seven Hundred Twenty-seven and 68/100 dollars (\$14,727.68) for



the transportation of timber included in the contract price over the roads listed in Section 42(b)(6). The rockwear fee shown above shall be paid prior to removal of any timber from the contract area provided, however, that if the total of such amount exceeds One Thousand and 00/100 dollars (\$1,000.00), the Purchaser may elect to make the payment in installments in the same manner as and together with payments required in Section 3 of this contract.

- (11) In the renovation and use of Weyerhaeuser Company Road Nos. 15-2-25.1 Segs. A and C, 15-1-26.2 Seg. B, 15-2-25.2, and use of the Quarry Access Road, 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, 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 dollars (\$1,000,000.00) property damage for any one occurrence.
  - (dd) Pay a lump sum road use fee (\$2.00/MBF) of Seventeen Thousand Four Hundred Fourteen and 00 /100 dollars (\$17,414.00) prior to log hauling.
  - (ee) 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 rockwear fees payable shall be the product of the applicable rates and the estimated volume set forth in said Exhibit B and additional volume as sold by contract modification.
  - (ff) Maintain Road Nos. 15-2-25.1 Seg. A and C, 15-2-25.2, and 15-2-26.2 Seg B in accordance with Section 42(b)(7).
- (12) The Purchaser also agrees that if he elects to use any private road, other than those provided for in this contract, which is the subject of a right of way agreement with the Government, for the removal of Government timber sold under the terms of this contract, he shall request and agree to the modification of this contract to provide for such use.

(c) Environmental Protection

- (1) The Purchaser shall be required to clean logging, road, decommissioning, and slash piling 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 shall 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 each season's shutdown and prior to fall rains, the Purchaser shall block skid trails and Road No. 15-2-28.3 West at mile 0.78 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 shall be completed as directed by the Authorized Officer.

- (4) 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, during the dry season. 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 trails with root wads, logs, and slash as directed by the Authorized Officer.
- (5) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall, upon completion of hauling, block Road No. 15-2-28.3 West with a block consisting of rootwads, logs, and slash at mile 0.78 and construct drainage dips, waterbars, and/or lead off ditches. All road decommissioning shall be completed during the dry season, typically between July 1 and September 30, as determined 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, 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(j) of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

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

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

The Contracting Officer may determine that it is necessary to terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, protect 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 to the Purchaser under this contract.

(d) Fire Prevention, 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) Logging Residue Reduction. 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 site preparation measures required by this contract:
  - (aa) Prior to commencement of any operation under Section 42(d)(2)(bb) of this contract, a logging residue reduction and site preparation prework conference between the Purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All logging residue reduction and site preparation shall be done in accordance with the plans developed at the prework conference.
  - (bb) Purchaser shall pile slash; cover piles; locate, construct and maintain fire trails; burn according to prescription; and mop up in accordance with Exhibit F, which is attached hereto and made a part hereof. Exhibit F contains 7 sheets. Exhibit F contains personnel and equipment lists for ignition, burning, and mop up.
  - (cc) The Purchaser shall perform logging residue reduction and site preparation work within approximately forty (40) acres of Harvest Areas as shown on Sheet 7 of Exhibit F.
    - (1) 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)(L/F)</u>
Hand Pile and Cover	\$ 507.15
Machine Pile and Cover	\$ 382.24

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

<u>Appraised Treatment</u>	<u>(Acres)(L/F)</u>	<u>Cost/(Acre)(L/F)</u>	<u>Total Cost per Treatment</u>
Hand Pile and Cover	10	\$ 507.15	\$ 5,071.50
Machine Pile and Cover	30	\$ 382.24	\$ 11,467.20
Total Appraised Cost			\$ 16,538.70

- (3) The Total Purchase Price set forth in Section 2 shall be adjusted by the amount that the total cost of the logging residue reduction and site preparation treatments designated pursuant to Section 42(d)(2)(cc)(2) differs from Sixteen Thousand Five Hundred Thirty-Seven and 00/100 dollars (\$16,537.00), as calculated by using the estimated acres determined by the Authorized Officer and the per acre costs listed in Section 42(d)(2)(cc)(2).

- (dd) In lieu of performing logging residue reduction in accordance with Section 42(d)(2)(bb) and as described in Exhibit F Special Provisions, the Purchaser may remove material identified for slash disposal after notifying the Authorized Officer in writing. Any material identified for logging residue reduction that is not removed in accordance with this provision shall be treated in accordance with Exhibit F Special Provisions. Upon completion of slash removal, the Purchaser shall report tonnage of slash removed in accordance with this provision.

(e) Optional Contributions

- (1) The Purchaser shall perform all pile burning in accordance with Special Provisions 20-24 of Exhibit F. The Purchaser shall have the option of completing this work, or in lieu thereof, may make a contribution to the Bureau of Land Management in the amount of Two Thousand Nine Hundred Eleven and 50/100 (\$2,911.50).
  - (aa) The amount of contribution shown above shall be paid prior to cutting. The Purchaser shall notify the Authorized Officer in writing of his intention to make this contribution prior to the date of execution of the contract. Upon making such contribution, the Purchaser shall be relieved of obligations set out in this subsection.
  - (bb) If the Purchaser has made such a contribution, and later elects to remove all material identified for slash disposal in accordance with Special Provision 20-24 of Exhibit F, the entire contribution will be refunded to the Purchaser.
- (2) The Purchaser shall construct fire trails in accordance with Special Provision 26 of Exhibit F. The Purchaser shall have the option of completing this work, or in lieu thereof, may make a contribution to the Bureau of Land Management in the amount of Seven Thousand Seven Hundred Eight-Six and 94/100 (\$7,786.94).
  - (aa) The amount of contribution shown above shall be paid prior to cutting. The Purchaser shall notify the Authorized Officer in writing of his intention to make this contribution prior to the date of execution of the contract. Upon making such contribution, the Purchaser shall be relieved of obligations set out in this subsection. The Purchaser may elect to make the payment in installments in the same manner as and together with payments required in Section 3 of this contract.
- (3) The Purchaser shall prescribe burn and mop-up in accordance with Special Provisions 27-29 of Exhibit F. The Purchaser shall have the option of completing this work, or in lieu thereof, may make a contribution to the Bureau of Land Management in the amount of Forty Thousand One Hundred Thirty-Six and 68/100 (\$40,136.68).
  - (aa) The amount of contribution shown above shall be paid prior to cutting. The Purchaser shall notify the Authorized Officer in writing of his intention to make this contribution prior to the date of execution of the contract. Upon making such contribution, the Purchaser shall be relieved of obligations set out in this subsection. The Purchaser may elect to make the payment in installments in the same manner as and together with payments required in Section 3 of this contract.

(f) 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 shall 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 Nine Thousand Three Hundred twenty-two and 50/100 dollars (\$9,322.50). In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of by Nine Thousand Three Hundred twenty-two and 50/100 dollars (\$9,322.50) 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 shall be made available to the Purchaser upon request.

(g) Log Export and Substitution

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

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
TIMBER SALE SUMMARY**

District Eugene  
Sale Date September 18, 2014  
Parcel No. 1

Sale Name Second Show  
ATSP Tract No. E-14-674  
County & State Lane and Linn  
Master Unit Upper Willamette

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			15 S.	2 W.	26	SW1/4SW1/4
X			15 S.	2 W.	27	S1/2SW1/4, S1/2SE1/4
X			15 S.	2 W.	33	E1/2NE1/4
X			15 S.	2 W.	34	N1/2
X			15 S.	2 W.	35	N1/2, NW1/4SW1/4, NW1/4SE1/4

Subdivisions or Cutting Areas	Cutting Volumes by Species by MBF									Total Cutting Volume	Cutting Area Acres		
	DF	WH	WRC								Regen	Partial	Clear
PH #1	148	15								163		10	
PH #2	236	24								260		16	
Regen #2	1,255									1,255	25		
PH #3	103	15								118		7	
Regen #3	6,474		45							6,519	129		
Regen #4	2,308									2,308	46		
Regen #5	1,807									1,807	36		
<b>TOTAL</b>	<b>12,331</b>	<b>54</b>	<b>45</b>							<b>12,430</b>	<b>236</b>	<b>33</b>	

**COSTS**

Falling & Bucking .....	\$ Included With Yarding
Yard, Load, etc. ....	81.40
Transportation .....	23.14
Road Construction .....	42.03
Road Amortization .....	1.40
Road Maintenance .....	6.11

**Other Allowances\***

*Specify	Costs
Intermediate Support	\$ 0.09
Road/ Skid Trail Decommissioning	0.71
Slash Disposal	4.75
Tractor Assist	0.68

Total Other Allowances \$ 6.23

Total Cost to Utilization Center	\$ 160.31
Utilization Center (Peelers)	NA
Miles to Utilization Center	NA
Utilization Center (Sawlogs)	Eugene / Springfield
Miles to Utilization Center	25
Weighted Miles to Utilization Center	25

**Profit & Risk Allowance**

Basic Profit & Risk .....	11 %
Additional Risk	
Low 1% .....	%
Medium 2% .....	%
High 3% .....	3 %
Total Profit & Risk .....	14 %

**Tract Features**

Ave Log (Bd. Ft.): D-fir	125	123	DBH:21.1
Recovery D-fir	94 %	All 94 %	
Salvage D-fir	0 %	All 0 %	
Ave Volume per Acre	46		MBF
Ave Yarding Slope	40		%
Ave Yarding Distance	350		Ft.
Ave Age	75		Years
Volume Highlead			%
Volume Skyline	82		%
Volume Cat	18		%
Volume Aerial			%
Road Construction / Improvements (100' Sta)			
Class SN-14	No. Sta.	3.45	Const
Class SN-14/SN-16	No. Sta.	668.98	Renov
Class SN-14	No. Sta.	4.40	Improv

**Cruise**

Cruised by Cranmer, Zimmerlee, Dotson  
Date May 2014  
Type of Cruise V-Plot  
**Volume (MBF-Net Merch)**  
Green 12,430 Salvage 0  
D-fir Sawlog 12,331 Peeler 0  
Export Volume 0  
Purchaser \_\_\_\_\_  
Address \_\_\_\_\_  
Contract No. \_\_\_\_\_



OR-5420-1a  
(June 1986)

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

District Eugene  
ATSP Tract No. E-14-674  
ADP No. \_\_\_\_\_  
Sale Name Second Show

Species	Realization Value	Mfg. Costs (-)	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marg. * Logs (/)	Stumpage
Douglas-fir	---	---	545.86	160.31	76.42		309.13
Western hemlock	---	---	325.80	160.31	45.61		119.88
Western redcedar	---	---	836.15	160.31	117.06		558.78
Wt. Average			546.13				309.38

\*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
---	18,111	Douglas-fir	12,331	309.00	\$3,810,279.00		
---	481	W. hemlock	54	120.00	6,480.00		
---	215	W. redcedar	45	559.00	25,155.00		
---	18,807	<b>TOTALS</b>	12,430		\$3,841,914.00		

**LOG GRADES (By Percent)**

				2 Saw	3 Saw	4 Saw
Species	Code #1	#2	#3	#4	#5	#6
Douglas-fir			2	79	18	1
Western hemlock				17	73	10
Western redcedar				100		

Appraised By: Dotson  
Appraisal Reviewed By: Ray

Date: July 2014  
Date: August 2014