## PROSPECTUS



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Eugene District Office P.O. Box 10226 Eugene, Oregon 97440-2226

August 15, 2012

IN REPLY REFER TO: 5430A

### Parcel No. 2 Tract No. E-12-658 Willamette Resource Area

**Bickmore Creek** 

## TIMBER SALE NOTICE

**NOTICE IS HEREBY GIVEN** that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 and subject to Notice of Requirement for Certification of Non-segregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or her representative, at the **EUGENE DISTRICT OFFICE, 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON**. The timber sale will commence at 10:00 a.m. on Thursday, <u>September 13, 2012</u>.

A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to:

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

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

This Timber Sale Notice does <u>not</u> 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 <u>The Register-Guard</u> newspaper on or about <u>August 15, 2012</u>. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper to ensure accurate knowledge of the exact publication date.

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

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

- 1. Form 1140-6, a certification that the bid was arrived at by the bidder or offerer independently, and was tendered without collusion with any other bidder or offerer.
- 2. Form 1140-7, Equal Opportunity Affirmative Action Program Representation, for all contracts over \$10,000.

- 3. Form 1140-8, Equal Opportunity Compliance Report Certification.
- 4. Form 5450-17, Export Determination.

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

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

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

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

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

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

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

**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 1140-4 Form 1140-6 Form 5450-22

## EUGENE DISTRICT UPPER WILLAMETTE RESOURCE AREA

Tract No. E-12-658 Bickmore Creek Linn County, Oregon: O&C

Bid Deposit Required: \$45,700.00

All timber designated for cutting on SE1/4NE1/4, N1/2SE1/4, <u>Section 20</u>; Lot 3, SW1/4NW1/4, W1/2SE1/4, <u>Section 21</u>; S1/2, <u>Section 25</u>; E1/2NE1/4, NE1/4SE1/4, <u>Section 28</u>; SE1/4SW1/4, SE1/4, <u>Section 34</u>; S1/2NW1/4, SW1/4, NW1/4SE1/4, <u>Section 35, T. 14 S., R. 2 W. Will. Mer.</u>;

Lots 1 and 2, S1/2NE1/4, SE1/4, Section 3, T. 15 S., R. 2 W. Will. Mer.

Estimated Volume 32' Log (MBF)	Estimated Volume (CCF)	Species	Estimated Volume 16' Log (MBF)	ppraised Price Per MBF	Estimated Volume Times Approx. Price
6,289	13,126	Douglas-fir	7,100	\$ 52.00	\$ 369,200.00
46	108	Grand fir	61	\$ 31.20	1,903.20
19	44	Western hemlock	23	\$ 32.50	747.50
238	571	Western redcedar	285	\$ 297.00	84,645.00
3	8	Red alder	4	\$ 76.00	304.00
6,595	13,857	TOTALS	7,473		\$ 456,799.70

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

<u>LOG EXPORT RESTRICTIONS</u>: 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.

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

<u>CRUISE INFORMATION</u>: Volume for Douglas-fir in the right-of-ways has been cruised using the 3P system to select sample trees. The sample trees have been cruised and the volume computed using the **National Cruise Processing Program** for estimating volume in 16 foot lengths and the volume expanded to a total right-of-way volume. A map showing the location and description of these sample trees is available at the Eugene District Office. The timber volumes for all other conifers and hardwoods in the right-of-ways were based on a 100% cruise using the **National Cruise Processing Program** for estimating board foot volume of trees in 16 foot logs.

Volume for the coniferous species in the Partial Harvest Areas was variable plot cruised. The Partial Harvest Areas contain a total of 291 plots and 125 randomly selected sample trees. The tree count was determined with a Relaskop using a 20 BAF. Sample trees were randomly selected and volume expanded to a total Partial Harvest Area volume in 16-foot lengths using the **National Cruise Processing Program**. A map showing the location of the sample trees is available at the Eugene District Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 12.5" DBHOB; the average log contains 39 bd. ft.; the total gross merchantable volume is approximately 7,548 MBF; and 94% recovery is expected.

<u>CUTTING AREA</u>: Four areas totaling approximately 573 acres must be partial harvested and approximately 12 acres of right-of-way must be clear cut.

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 a Right-of-Way and Road Use Agreement E-573 between Weyerhaeuser Company and the United States. In the use and renovation 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.
- 5. Roads covered by a Right of Way and Road Use Agreement E-370 between Timber Service Company and the United States. In the use and renovation of private roads, the Purchaser shall enter into a license agreement with Timber

Service Company. The license agreement shall be delivered to Timber Service Company for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

6. Roads covered by a Right of Way and Road Use Agreement E-370A between Lost Creek Timber and the United States. In the use and renovation of private roads, the Purchaser shall enter into a license agreement with Lost Creek Timber. The license agreement shall be delivered to Lost Creek Timber for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

<u>ROAD MAINTENANCE</u>: The Purchaser shall pay Weyerhaeuser Company road use fees of \$1,069.45. In addition, the Purchaser shall either maintain the Weyerhaeuser owned roads and pay Weyerhaeuser rockwear fees estimated at \$193.62, or Weyerhaeuser will maintain their roads and the Purchaser shall pay both road maintenance and rockwear fees to Weyerhaeuser estimated at \$493.55. The Purchaser shall pay Timber Service Company road use fees of \$22,959.30 and rockwear fees estimated at \$417.98. The Purchaser shall pay Lost Creek Timber road use fees of \$6,638.00. The Purchaser shall pay BLM road maintenance fees of \$30,805.97. See Exhibit D map for specification of road maintenance responsibility. Only the map pages of Exhibit D are included in the Prospectus. Refer to the contract file for the full Exhibit D.

\*In addition to the quantities shown below, 250 CY (truck measure) of 1-1/2" minus and 250 CY (truck measure) of 3" minus maintenance rock is required.

**ROAD CONSTRUCTION: Required** Required Rock Source: BLM, Blagen Quarry, T. 15 S., R. 2 W., Sec. 3, W.M. Natural surface: Spurs 20D, 25E Rock surface: Spurs 3B Seg. B, 3D, 3F, 3J, 3Y, 3Z, 20B, 20C, 25T, 25V, 35B, 35S1, 35S2, & Road No. 15-2-3.1 Class: SN-14 / SN-16 Length: 10.7 Stations (Natural surface), 97.51 Stations (Rock surface) Culverts: Surfacing: 1-1/2" minus, 3" minus, Jaw Run (6" minus) Diameter: Length: Number: Width: varies 18" CPP 510' 14 Compacted Depth: 6"-10" Estimated Quantities (truck measure): 3/4" minus: 150 CY 1-1/2" minus: 1.052 CY 3" minus: 146 CY Jaw Run (6" minus): 2,936 CY Pit Run armoring: 3 CY Total estimated construction cost: \$129,437.39 Special Requirements in Road Construction: No sidecast material shall be permitted on Spur 3J between stations 1+00 to 2+20. Spur 3F is Purchaser located and shall be approved in writing prior to construction. Culvert removal and replacement/installation on streams shall be done between June 1 and October 15 (both days inclusive). **ROAD RENOVATION: Required** Required Rock Source: BLM, Blagen Quarry, T. 15 S., R. 2 W., Sec. 3, W.M. Natural surface: Road Nos. 14-2-28.6, 14-2-35.2 Rock surface: Spurs 3B, 3Y, 25Z, 35S, and Road Nos. 14-2-16, 14-2-21, 14-2-21.1 Seg. B, 14-2-21.2, 14-2-25.1, 14-2-25.2, 14-2-25.4, 14-2-25.7, 14-2-25.8, 14-2-36.1, 15-2-3, 15-2-3.1 Paved surface: Road Nos. 14-2-16, 14-2-35, 16-1-5

Class: SN-14 / SN-16

Length: 20.06 Stations (Natural surface), 397.9 Stations (Rock surface),

Longan Zoroo Otationo (riatara banao				
931.4 Stations (Paved Surface	e)		Culverts:	
Surfacing: 1-1/2" minus, 3" minus		Diameter:	Length:	Number:
Width: varies		18" CPP	726'	21
Compacted Depth: 4"-10"		24" CPP	136	4
Estimated Quantities (truck measure):	3/4" minus: 381 CY	30" CMP	124'	3
, ,	1-1/2" minus: 2,200 CY	36" CMP	74'	2
	3" minus: 889 CY			
	Jaw Run (6" minus): 686 CY	[	Downspout:	
	Pit run armoring: 17 CY	Diameter:	Length:	Number:
	Asphalt: 47 tons	18"	20'	1
Total actimated repovation cost: \$156	388 0/			

Total estimated renovation cost: \$156,388.94

Special Requirements in Road Renovation: Culvert removal and replacement/installation on streams shall be done between June 1 and October 15 (both days inclusive), except for culverts located on Road No. 16-1-5 which shall be completed between June 1 and October 31 (both days inclusive). Resurfacing of asphalt is required over culvert installations on paved roads. The temporary culverts on Road Nos. 14-2-21.2 and 14-2-35.2 must be installed prior to any road renovation work or hauling of timber. 100 CY (truck measure) of 1-1/2" minus crushed rock shall be placed on Road No. 14-2-21 prior to any hauling at locations determined by the Authorized Officer. The Purchaser shall be required to notify and coordinate with Pacific Power and Light prior to any construction or renovation on Road Nos. 14-2-35.1 and 14-2-35.2.

## ROAD DECOMMISSIONING: Required

Roads: Spurs 3B, 20D, 25E, and Road Nos. 14-2-21.2, 14-2-28.6, 14-2-35.2

Length: 57.58 stations (Block & Waterbar only)

Barriers: 4 (includes 2 earthen barricades)

Remove Temporary Culvert: 2 – Road Nos. 14-2-21.2 and 14-2-35.2

Estimated Cost of Decommissioning: \$3,986.93

Special Requirements in Road Decommissioning: Culvert removal on streams shall be done between June 1 and October 15 (both days inclusive). The temporary culverts on Road Nos. 14-2-21.2 and 14-2-35.2 must be removed post-harvest operations and placed in locations determined by the Authorized Officer.

## Total estimated cost of construction, renovation, and decommissioning: \$289,813.26

DURATION OF CONTRACT: Duration of the contract will be 36 months for cutting and removal of timber.

<u>SPECIAL PROVISIONS</u>: The contract will contain special provisions regarding road construction, road renovation, road maintenance, road decommissioning, logging methods, prevention of erosion, logging residue reduction, submission of a written logging plan specifying landing locations, logging methods, and logging schedule.

Under Sec. 25 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 681 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.

# A revised Special Provision, 41(e)(2)(cc), has been added to the contract which enables the Contracting Officer to allow the Purchaser to remove material from the Contract Area instead of disposing of slash by piling, covering and burning.

## OTHER SPECIAL REQUIREMENTS:

- In Partial Harvest Area No. 1 as shown on Exhibit A, no harvest activities, including felling, yarding, decking, hauling or road work shall be conducted from November 15 to March 15 of each year, both days inclusive. Hauling timber on Road No. 14-2-16 removed from other Partial Harvest Areas is not restricted. This restriction is for wildlife purposes and shall not be waived.
- 2. Aggregate production is required at the BLM Blagen Quarry located in T. 15 S., R. 2 W., Sec. 3, W.M. No blasting or crushing shall be allowed from November 15 to March 15 due to wildlife restrictions.
- 3. Notification and coordination with Pacific Power and Light shall be required prior to any road construction or renovation of Road Nos. 14-2-35.1 and 14-2-35.2, and prior to logging operations in Partial Harvest Area No. 4, Section 35.
- 4. The location of Spur 3F in Partial Harvest Area No. 3 shall be determined by the Purchaser. The final spur road location, landings, and clearing limits shall be identified with flagging and shall be approved by the Authorized Officer in writing prior to construction.
- 5. Surfacing on Paved Road Nos. 14-2-16, 14-2-35, and 16-1-5 shall be protected during logging operations as directed by Authorized Officer. Any necessary repairs after logging is completed shall be in accordance with Exhibit D.
- 6. Landings on Road Nos. 14-2-16, 14-2-35, and 16-1-5 that block traffic shall have prior approval by the Authorized Officer. Whenever felling and yarding operations present a hazard to traffic on the roads above, the Purchaser shall provide signs to control traffic. The roads shall not be blocked by such operations for more than twenty minutes.
- 7. No felling, yarding, or loading is permitted in or through the Reserve Areas shown on Exhibit A, except in the Approximate Area Where Yarding Corridors are Permitted in Reserve Areas. A maximum of two corridors shall be allowed. All trees cut in this area shall remain onsite.
- 8. In the Special Yarding Area shown on Exhibit A, a maximum of two skid roads shall be allowed.
- 9. Approximately 729 orange painted reserve trees are required for the creation of snags and coarse woody debris.
- 10. Corridors and skid trails may need to be adjusted to avoid cutting large trees 28 inches or greater DBH.

11. Piling, covering and burning of slash is required on all landings and within 25 feet of Road Nos. 14-2-35, 14-2-35.1, 15-2-3, and 16-1-5 within the Partial Harvest Areas.

<u>OPTIONAL CONTRIBUTION</u>: The Purchaser will have the option of performing slash pile burning or contributing Eight hundred thirty one and 64/100 dollars (\$831.64) in lieu thereof. The option must be declared prior to contract execution. Piling and covering are not included in the Optional Contribution and will remain the responsibility of the Purchaser.

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

NARRATIVE DESCRIPTION OF HOW TO GET TO SALE AREA: Portions of the sale are accessed through locked gates. 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.

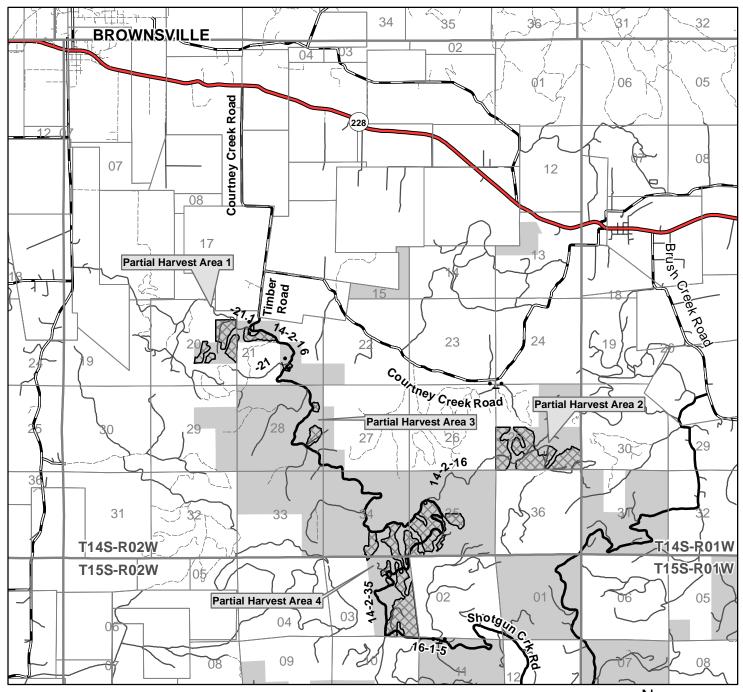
From Brownsville, travel 1.6 miles east on Highway 228. Turn south on Courtney Creek Road and travel 2.4 miles until it becomes Timber Road (also called Road No. 14-2-16) and continue for approximately 0.3 miles to Partial Harvest Area 1. Follow Timber Sale Location signs to remaining areas.



# TIMBER SALE LOCATION MAP

SALE NAME: Bickmore Creek

T. 14 S., R. 2 W., SEC. 20, 21, 25, 28, 34, 35; T. 15 S., R. 2 W., SEC. 3, WIL. MER., EUGENE DISTRICT

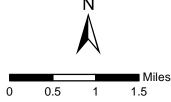


## NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA:

Portions of the sale are accessed through locked gates. 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.

From Brownsville, travel 1.6 miles east on Highway 228. Turn south on Courtney Creek Road and travel 2.4 miles until it becomes Timber Road (also called Road No. 14-2-16) and continue for approximately 0.3 miles to Partial Harvest Area 1. Follow Timber Sale Location signs to remaining areas.

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7/26/2012

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

# **Seasonal Restriction Matrix**

Restricted Times are Shaded and X'd													
	Jan	Feb	Mar	Apr	Мау	June	July	/	Aug	Sept	Oct	Nov	Dec
	1 15	1 15	1 15	1 15	1 15	1 15	1 1	15 <sup>-</sup>	1 15	1 1	5 1 15	1 15	1 15
Road Construction and Renovation													
<ul> <li>Typically, October 1 – May 31, may vary due to weather conditions.</li> </ul>	$\times$										$\left \right\rangle$		
Yarding (Sap flow)													
Partial Harvest Area				$\times$	$\searrow$	$\searrow$							
<ul> <li>April 1 – June 15, both days inclusive Sap flow restrictions may be conditionally waived at the discretion of BLM</li> </ul>		<u> </u>	<u> </u>				<u> </u>			<u>                                      </u>			1
Ground based yarding and decommissioning													
Partial Harvest Area	$\times$	$\searrow$	$\searrow$	$\uparrow \times \uparrow \times$	$\searrow$	$\searrow$	1				$\searrow$		$\searrow$
<ul> <li>October 1 – June 30, may vary due to weather conditions; soil moisture still overrides weather conditions.</li> </ul>		V V Y				V V Y				II			
Hauling on natural-surfaced roads													
Soil moisture seasonal restriction	$\times$	$\searrow$	$\searrow$	$\searrow$	$\mid$	$\searrow$					$\mid$	$\bigcirc \bigtriangledown \lor$	$\searrow$
<ul> <li>Typically October 1 – June 30</li> </ul>													
Culvert Installation and Removal *													
<ul> <li>Rd. No. 16-1-5 November 1 through May 31</li> <li>All other Rds. October 15 – May 31.</li> </ul>													
Wildlife Seasonal Restrictions													
Partial Harvest Area No. 1 and BLM Blagen	$\times$	$\bigvee \bigvee \\$	$\searrow$									$\square$	$\searrow \bigwedge \\$
Quarry (aggregate production)		$\vee$ $\vee$ `	$\vee$ $\vee$										$\Psi \Psi $
<ul> <li>November 15 – March 15, both days inclusive. These restrictions shall not be waived.</li> </ul>													
* These are ODF&W in-water guidelines and	d are both	days inclu	isive.										

NOTE: This chart is for informational purposes only. Refer to Section 41 Special Provisions of the timber sale contract for exact date restrictions and specifications. Subject to transient winter snow, elevation ranges from 600 – 3000 feet.

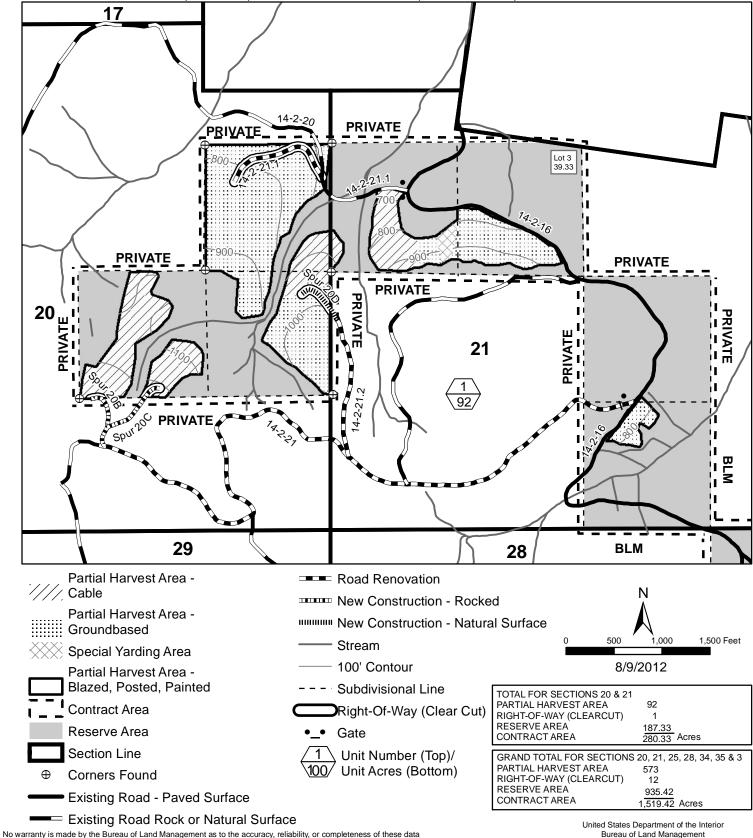


## UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

EXHIBIT "A"

Sheet 1 of 4

SALE NAME: BICKMORE CREEK TIMBER SALE CONTRACT NO.: ORE06-TS12-658 T. 14 S., R. 2 W., SEC. 20 AND SEC. 21, WILL. MER., EUGENE DISTRICT



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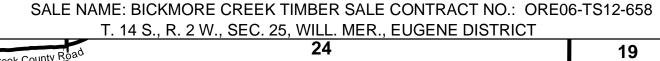


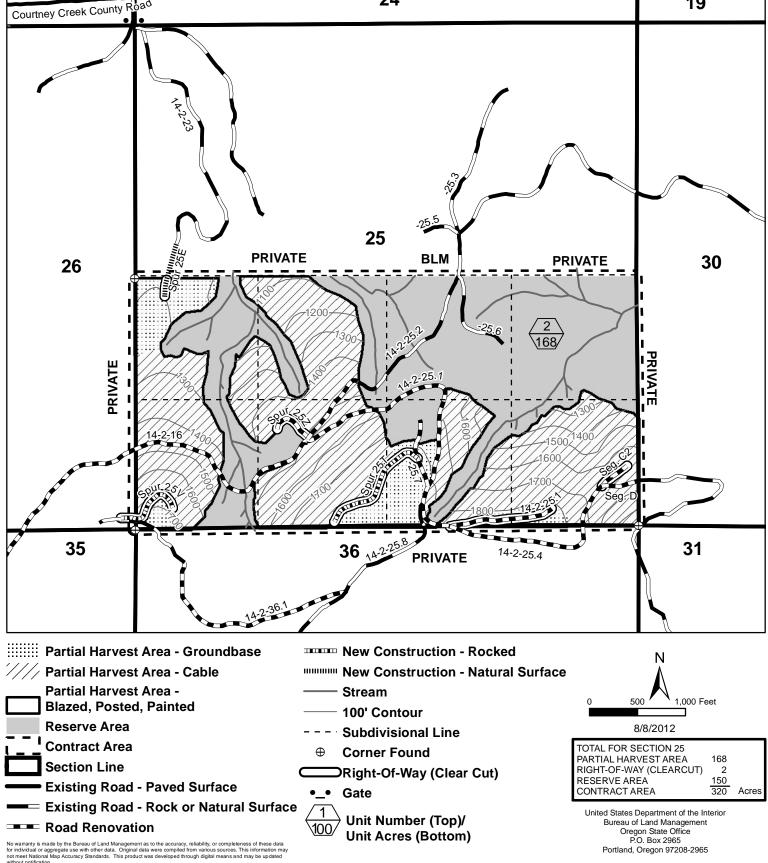
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## UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

EXHIBIT "A"

Sheet 2 of 4





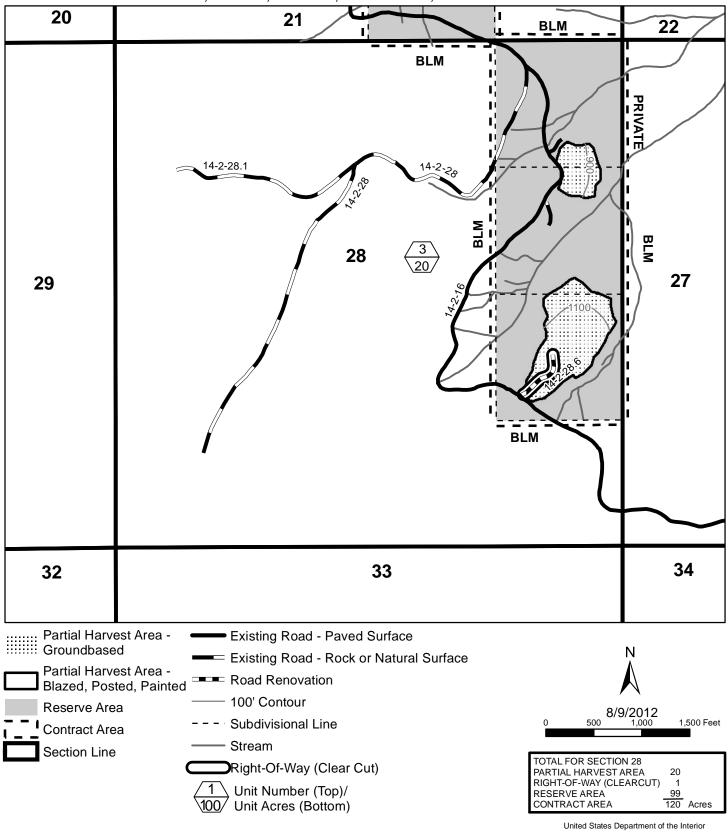


## UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

EXHIBIT "A"

Sheet 3 of 4

SALE NAME: BICKMORE CREEK TIMBER SALE CONTRACT NO.: ORE06-TS12-658 T. 14 S., R. 2 W., SEC. 28, WILL. MER., EUGENE DISTRICT



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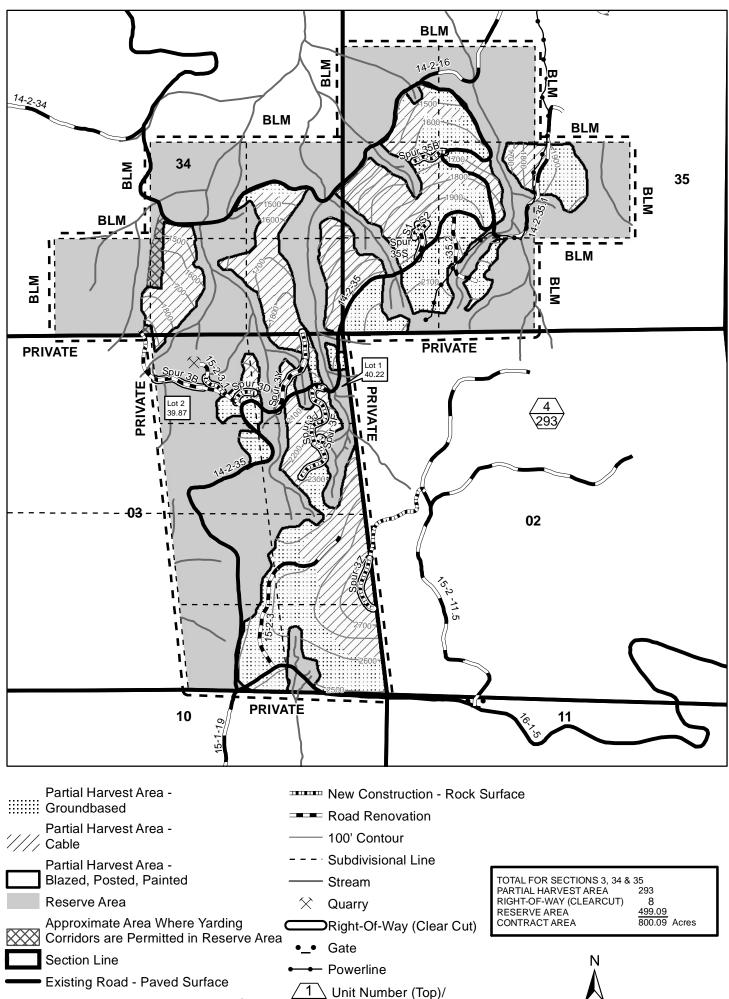
Bureau of Land Management Oregon State Office P.O. Box 2965 Portland, Oregon 97208-2965

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

EXHIBIT "A" Sheet 4 of 4

SALE NAME: BICKMORE CREEK TIMBER SALE CONTRACT NO.: ORE06-TS12-658T. 14 S., R. 2 W., SEC. 34 & 35, T. 15 S., R. 2 W., SEC. 3, WILL. MER., EUGENE DISTRICT



Unit Acres (Bottom)

= Existing Road - Rock or Natural Surface  $\begin{pmatrix} 1\\100 \end{pmatrix}$ 

Scale 1:15,840 8/9/2012

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2,000 Feet



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

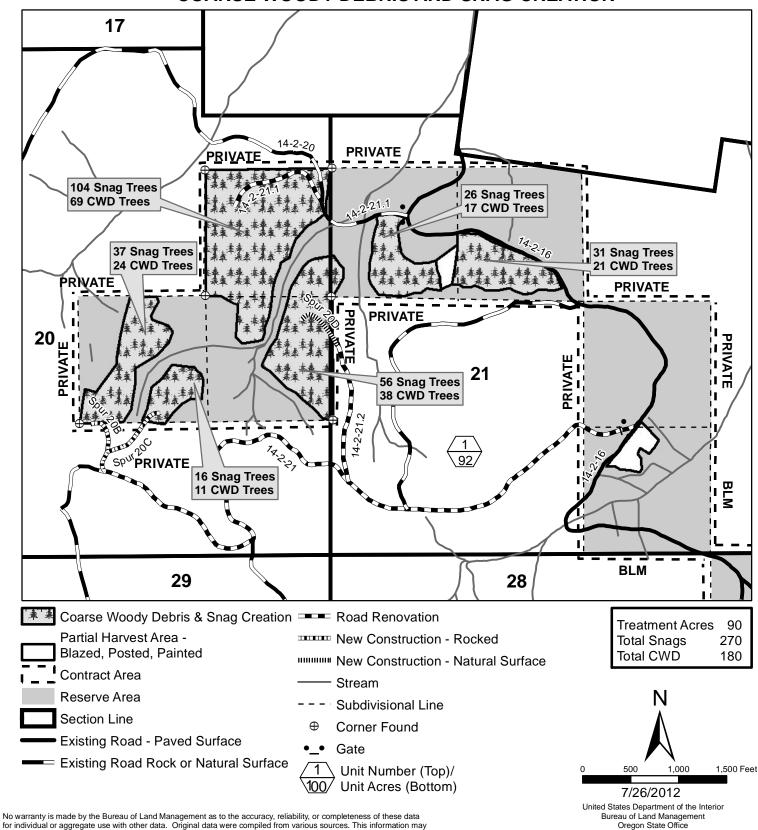
EXHIBIT "A1"

Sheet 1 of 3

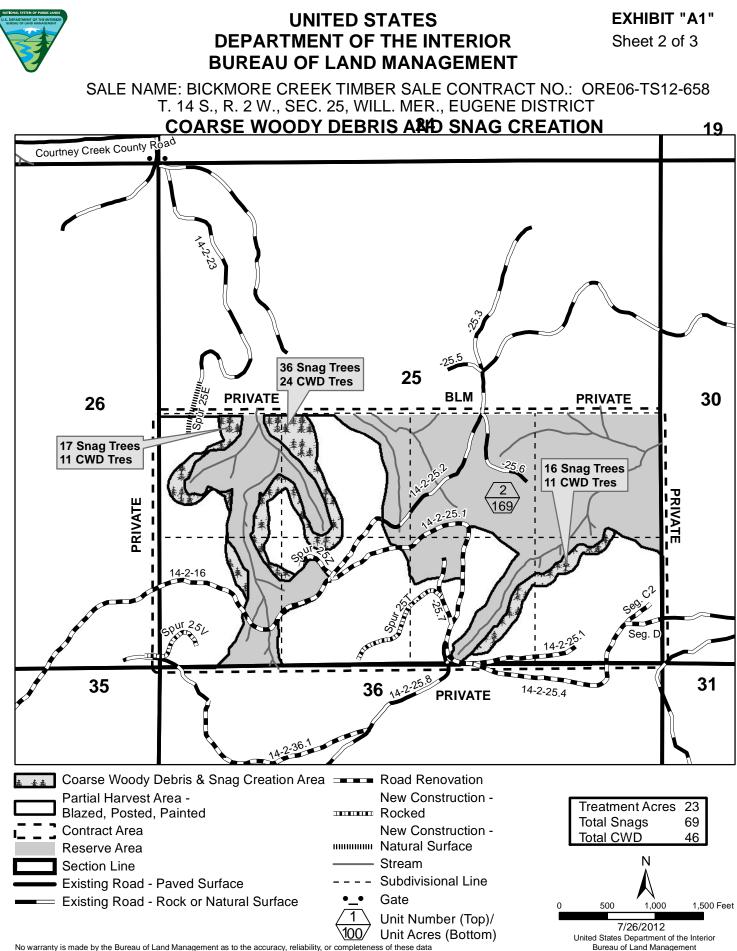
P.O. Box 2965

Portland, Oregon 97208-2965

SALE NAME: BICKMORE CREEK TIMBER SALE CONTRACT NO.: ORE06-TS12-658 T. 14 S., R. 2 W., SEC. 20 AND SEC. 21, WILL. MER., EUGENE DISTRICT COARSE WOODY DEBRIS AND SNAG CREATION



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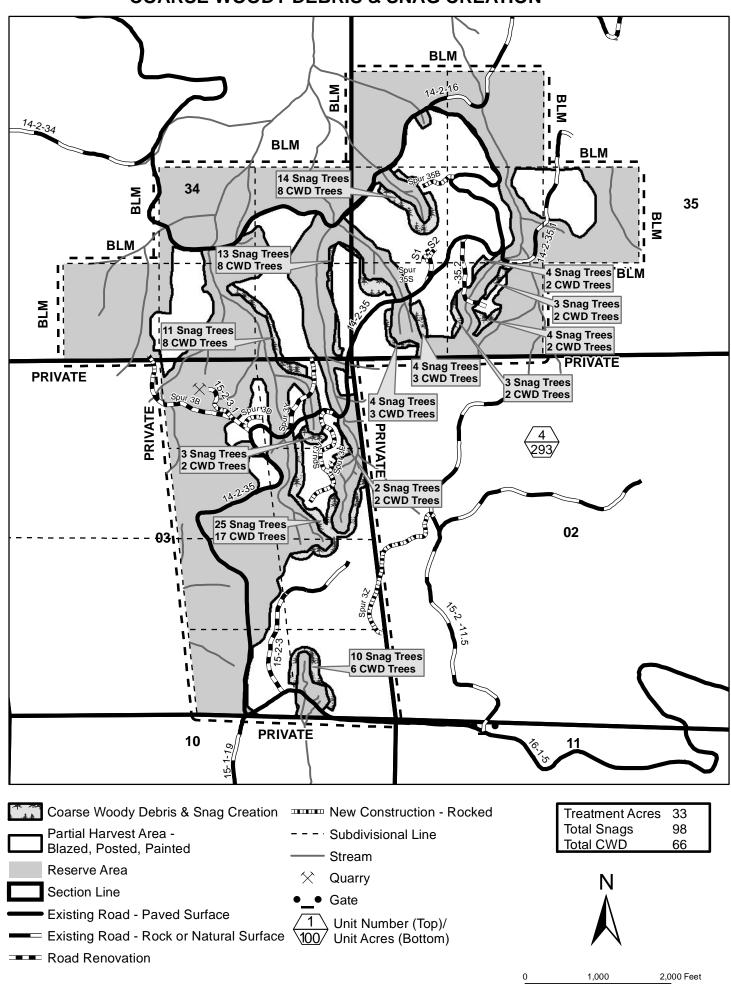
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## UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

EXHIBIT "A1" Sheet 3 of 3

SALE NAME: BICKMORE CREEK TIMBER SALE CONTRACT NO.: ORE06-TS12-658 T. 14 S., R. 2 W., SEC. 34 &35, T. 15 S., R. 2 W., SEC. 3, WILL. MER., EUGENE DISTRICT COARSE WOODY DEBRIS & SNAG CREATION



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

Sheet 1 of 2

Contract No.

ORE06-TS12-658

**Bickmore Creek** 

#### UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT EXHIBIT B

#### LUMP SUM SALE

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 (Units Specified)	PRICE PER UNIT	AMOUNT OF ESTIMATED VOLUME OR QUANTITY X UNIT PRICE
Douglas-fir Grand fir Western hemlock Western redcedar Red alder	7,100 MBF 61 MBF 23 MBF 285 MBF 4 MBF		
TOTALS	7,473 MBF		

The apportionment of the total purchase price is as follows:

Partial Harvest Area No. 1 – 92 Acres (12.4 Douglas-fir Grand fir Western hemlock Western redcedar	1,088 9 3	MBF MBF MBF MBF
<u>Partial Harvest Area No. 2</u> – 168 Acres (12 Douglas-fir Grand fir Western hemlock Western redcedar	1,988 17 5	MBF MBF MBF MBF
Partial Harvest Area No. 3 – 20 Acres (12.5 Douglas-fir Grand fir Western hemlock Western redcedar	237 2 1 1	MBF
<u>Partial Harvest Area No. 4</u> – 293 Acres (12 Douglas-fir Grand fir Western hemlock Western redcedar	3,455 29 9	MBF MBF MBF MBF
<u>Right-of-Way No. 1</u> – 1 Acres (38.0 MBF/A Douglas-fir Grand fir		MBF _MBF _MBF

Sheet 2 of 2

Contract No.

ORE06-TS12-658

**Bickmore Creek** 

#### UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT EXHIBIT B

#### LUMP SUM SALE

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 (Units Specified)	PRICE PER UNIT	AMOUNT OF ESTIMATED VOLUME OR QUANTITY X UNIT PRICE
TOTALS			

238 MBF

The apportionment of the total purchase price is as follows:

<u>Right-of-Way No. 2</u> – 2 Acres (27.5 MBF/Acre) Douglas-fir Western hemlock Western redcedar	2 1	MBF MBF MBF MBF
<u>Right-of-Way No. 3</u> – 1 Acre (17.0 MBF/Acre) Douglas-fir	17	MBF
Right-of-Way No. 4 – 8 Acres (29.8 MBF/Acre)		
Douglas-fir	229	MBF
Western hemlock	3	MBF
Western redcedar	2	MBF
Red alder	4	MBF

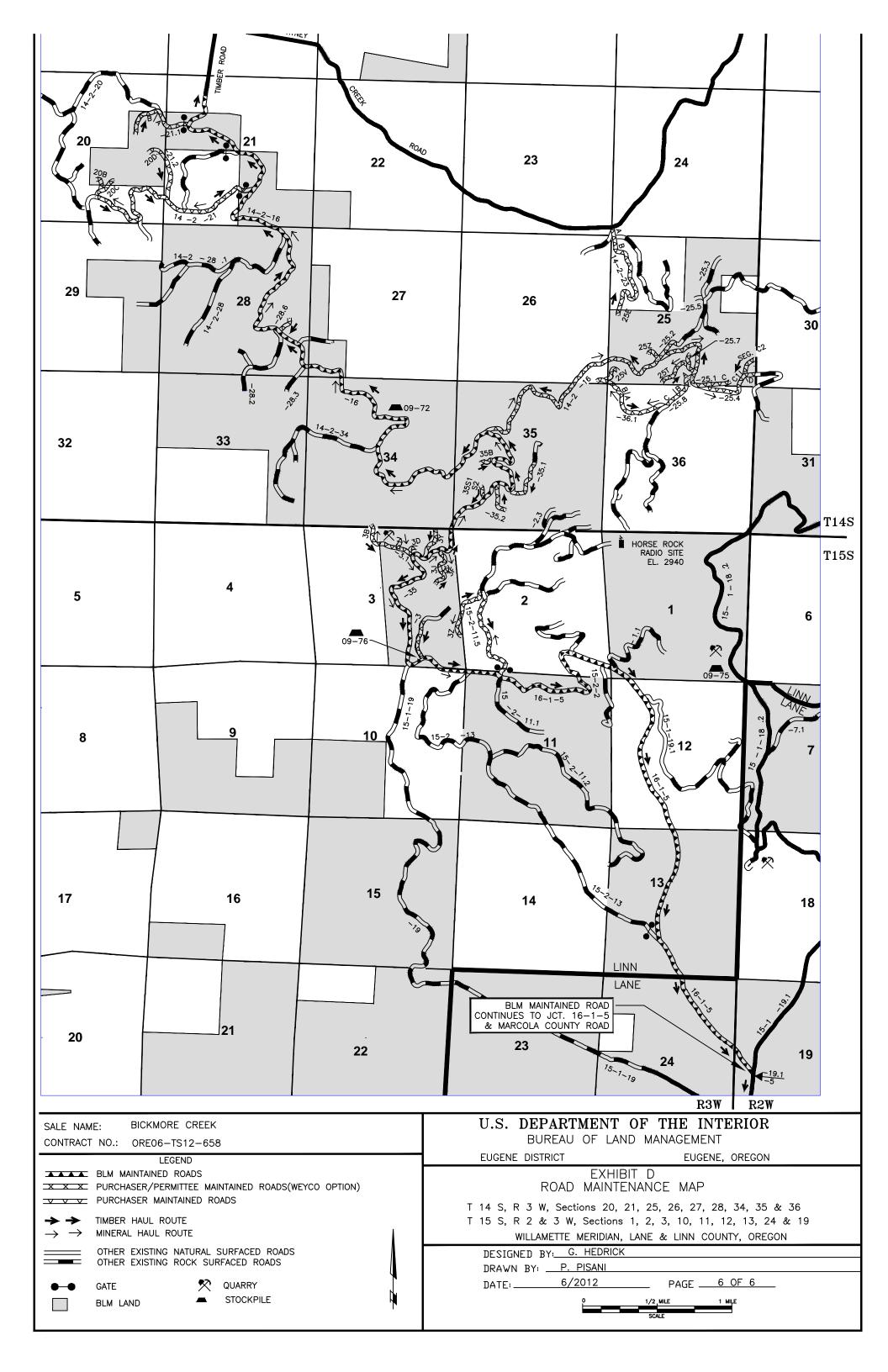


Exhibit F Contract No. ORE06-TS12-658 Sale Name: Bickmore Creek Sheet 1 of 2

## SPECIAL PROVISIONS FOR LOGGING RESIDUE REDUCTION

Immediately upon completion of harvest on any individual units, logging slash at all landings, and slash located along designated roads, shall be treated as follows:

## CONSTRUCTION AND COVERING OF MACHINE PILES

- 1. Purchaser shall pile logging slash at all landings and machine pile logging slash within 25 feet of Road Nos. 14-2-35, 14-2-35.1, 15-2-3, and 16-1-5 on the portions of the harvest areas as directed by the Authorized Officer.
- 2. Equipment used shall be equipped with a hydraulic thumb or a controllable, grapple head. The machine shall have a minimum reach of 25 feet and shall travel on the road only.
- 3. Prior to commencement of slash reduction work, all equipment shall meet approval of the Authorized Officer.
- 4. With the approval of the Authorized Officer, the Purchaser shall have the option to hand pile.
- 5. All logging slash more than 2 feet long and between 1 and 6 inches in diameter at the large end shall be piled. In all cases, the debris after treatment shall be less than 6 inches deep.
- 6. Slash shall be piled as directed by the Authorized Officer. The piles shall be tight, free of mineral soil and free of projecting limbs or slash preventing adequate covering, and in locations suitable for burning. Piles shall be a minimum of 4 feet tall. Piles shall be no closer than 10 feet to residual trees.
- 7. Slash piles and landing piles shall be covered with polyethylene plastic film .004 inch thick. Each pile shall have a 10 foot x 10 foot cover, and covering shall be anchored to the satisfaction of the Authorized Officer. Covering shall be completed as directed by the Authorized Officer.

## PRESCRIBED BURNING

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

All listed personnel shall be physically fit, experienced and fully capable of functioning as required. In addition, all listed personnel shall be qualified according to the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide, PMS-310-1 and provide documentation of these qualifications. On the day of ignition all listed personnel shall be fluent in speaking and understanding

Exhibit F Contract No. ORE06-TS12-658 Sale Name: Bickmore Creek Sheet 2 of 2

English, clothing shall consist of long pants and long sleeved shirts, and be of approved aramid fabric (Nomex<sup>™</sup> or equivalent), as well as being free of diesel fuel oil. All personnel shall wear lug sole boots with minimum eight (8) inch tall uppers that provide ankle support, approved hardhats and leather gloves. Personnel who do not meet these requirements or do not have proper clothing and personal protective equipment (PPE) will not be allowed to participate.

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

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

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

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

Exhibit G Contract No. ORE06-TS12-658 Sale Name: Bickmore Creek Sheet 1 of 5

## **Road Decommissioning Work List**

- (1) The Purchaser shall complete the following road decommissioning measures according to the specifications and Road Decommissioning Schedule below and as shown on Sheet 2 through 5 of this Exhibit. All road decommissioning shall be completed during the dry season, typically between July 1 and September 30, as determined by the Authorized Officer.
  - (aa) Purchaser shall decompact skid trails to a depth of 18 inches with decompaction equipment such as a track mounted excavator with ripping teeth and an opposable thumb, during the dry season. Minimize damage to residual tree roots. The Purchaser shall decompact the entire trail prism. Slash and debris shall be pulled on top of the decompacted trail as directed by the Authorized Officer. If equipment other than an excavator is used, it shall be approved by the Authorized Officer. It shall also be capable of decompacting to the required depth and provide lateral shatter of compacted layer.
  - (bb) Purchaser shall construct waterbars and/or lead-off ditches, as directed by the Authorized Officer. Waterbars shall be constructed in accordance with the specifications shown on Exhibit H.
  - (cc) The Purchaser shall block roads and skid trails with root wads, logs, boulders, and slash as directed by the Authorized Officer and at the barrier locations shown on sheets 2 through 5.
  - (dd) The Purchaser shall block roads with an earthen barricade as directed by the Authorized Officer and constructed in accordance with the specifications shown on Exhibit J.

Road	Surface	(aa) Decompact and Place Log Slash	(bb) Drainage	(cc) Block	(dd) Earthen Barricade
Skid Trails	Natural	Х	Х	Х	
Spur 3B	Rock			X**	
Spur 20D	Natural		Х		
Spur 25E	Natural		Х		
14-2-21.2	Natural		Х*	Х	
14-2-23 Seg. B	Natural		Х		
14-2-28.6	Natural		Х		Х
14-2-35.2	Natural		Х*		Х

\*Temporary culverts shall be removed after harvest operations, between June 1 and October 15, both days inclusive, and handled with reasonable care to allow them to be reused, and will be placed in locations determined by the Authorized officer.

\*\*Block at property line with boulders.

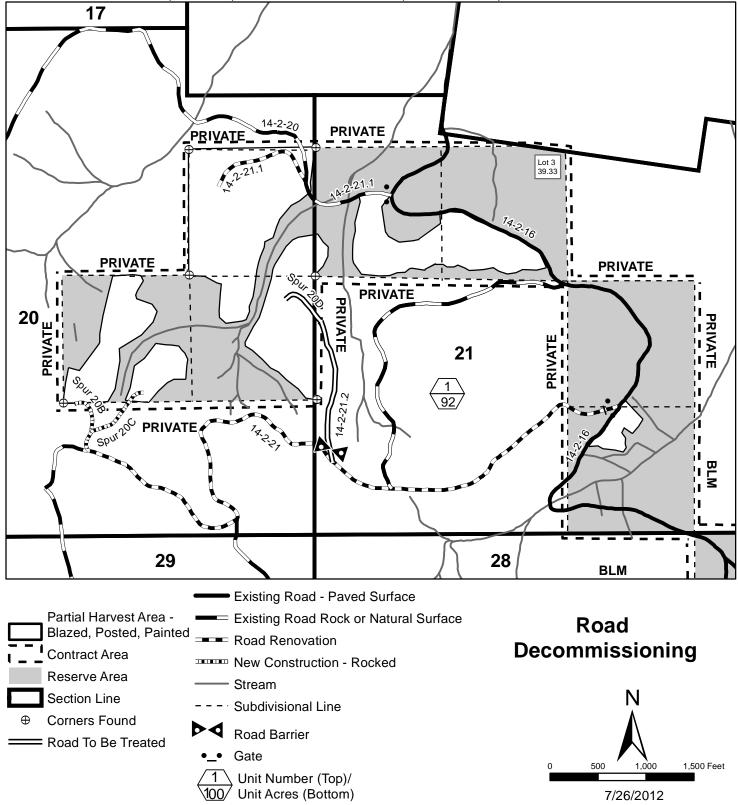


## UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

EXHIBIT "G"

Sheet 2 of 5

SALE NAME: BICKMORE CREEK TIMBER SALE CONTRACT NO.: ORE06-TS12-658 T. 14 S., R. 2 W., SEC. 20 AND SEC. 21, WILL. MER., EUGENE DISTRICT



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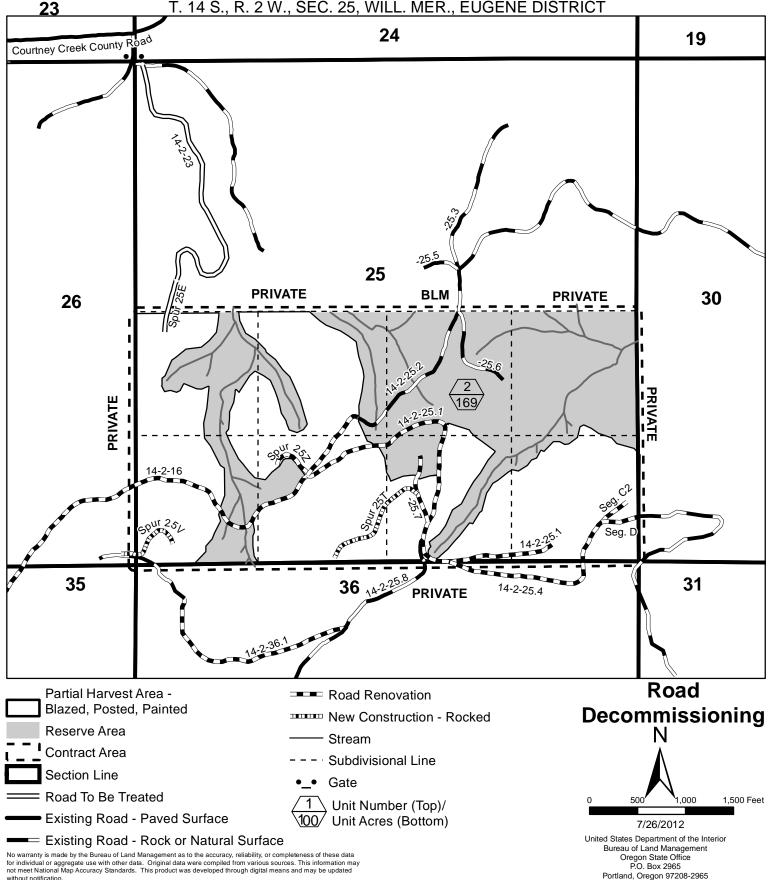
without notification.

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

EXHIBIT "G"

Sheet 3 of 5

SALE NAME: BICKMORE CREEK TIMBER SALE CONTRACT NO .: ORE06-TS12-658 T. 14 S., R. 2 W., SEC. 25, WILL. MER., EUGENE DISTRICT





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

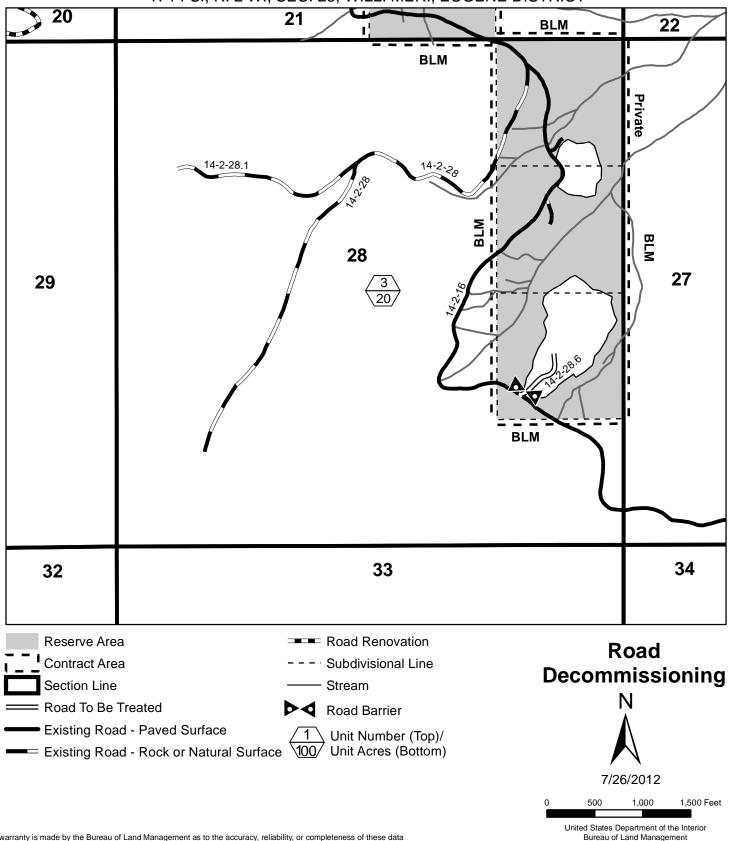
EXHIBIT "G"

Sheet 4 of 5

Oregon State Office P.O. Box 2965

Portland, Oregon 97208-2965

SALE NAME: BICKMORE CREEK TIMBER SALE CONTRACT NO.: ORE06-TS12-658 T. 14 S., R. 2 W., SEC. 28, WILL. MER., EUGENE DISTRICT



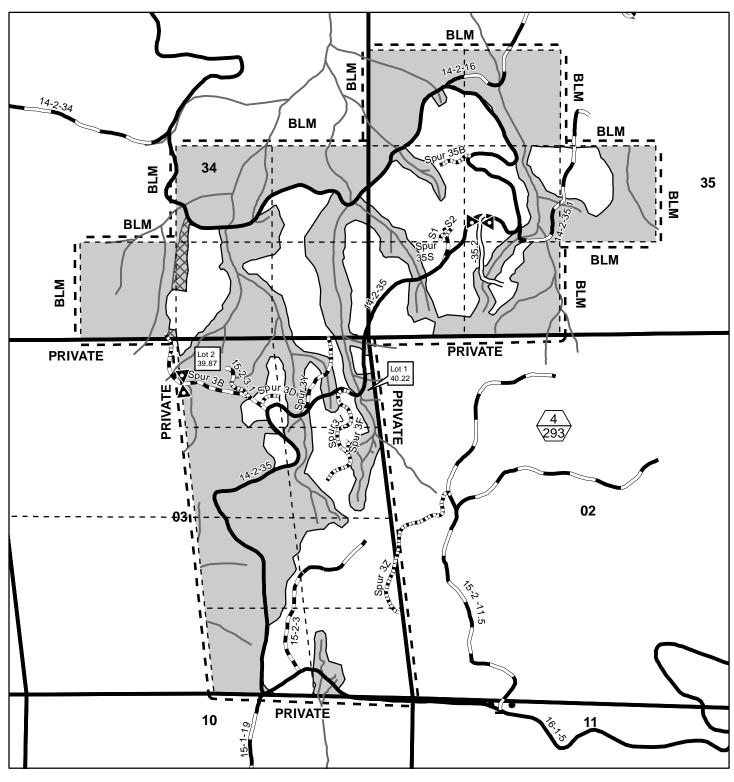
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## UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

EXHIBIT "G" Sheet 5 of 5

SALE NAME: BICKMORE CREEK TIMBER SALE CONTRACT NO.: ORE06-TS12-658 T. 14 S., R. 2 W., SEC. 34 & 35, T. 15 S., R. 2 W., SEC. 3, WILL. MER., EUGENE DISTRICT



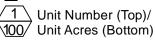
Partial Harvest Area -Blazed, Posted, Painted Reserve Area

Approximate Area Where Yarding Corridors are Permitted in Reserve Area

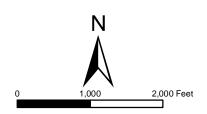
- Section Line
  - Road To Be Treated
    - Existing Road Paved Surface
  - Existing Road Rock or Natural Surface

- New Construction Rock Surface
- Road Renovation
- --- Subdivisional Line
- ----- Stream
- Road Barrier





## Road Decommissioning



Scale 1:15,840 7/26/2012

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discretion, grant an extension of time, not to exceed three (3) months for removal of personal property. Any improvements remaining on Government lands and rightsof-way at the end of the period for removal, or any extension, shall become the property of Government. Any equipment or other personal property remaining on Government land and rights-of-way at the end of this period may be removed at the expense of Purchaser and disposed of in accordance with applicable law.

Sec. 40. Timber Reserved From Cutting — The following timber on this contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government.

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

Tract No. E-12-658

Parcel No. 2

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 13, 2012

Sec. 41. Special Provisions — Purchaser shall comply with the special provisions which are attached hereto and made part hereof unless otherwise authorized, in writing, by the Contracting Officer.

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

If Individual or Partnership, sign here	If Corporation, sign here:
(Name of Firm)	(Name of Corporation)
(Name)	(Name)
(Address)	(Title)
(Name)	UNITED STATES OF AMERICA
	Ву
(Address)	(Name)
(Name)	(Title)
(Address)	(Date)
Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willf or fraudulent statements or representation as to any matter within its jurisdiction.	ully to make to any department or agency of the United States any false, fictitious,
The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you	that:
This information is being collected to obtain data relevant to the operation of this timber s This information will be used to administer our timber sale program. Response to this request is required to obtain a benefit.	ale contract.
(If Purchaser is a corporation, the following certificate must be executed by the Secretary I, , certify that I am the	or Assistant Secretary of the Corporation.) Secretary of the corporation
named as Purchaser herein; that	who signed the contract was then
	ntract was duly signed for and in behalf of said corporation by authority of its governing
body, and is within the scope of its corporate powers.	

[CORPORATE SEAL]

☆ U.S. GOVERNMENT PRINTING OFFICE: 1995-0-676-745

- SEC. 40 Timber Reserved From Cutting and/or Removal
- (a) All timber on the Reserve Areas shown on Exhibit A except where specified in Section 41(b)(4), and all orange painted and posted trees which are on or mark the boundaries of the Reserve Areas.
- (b) All trees marked with orange paint above and below stump height in the Partial Harvest Areas shown on Exhibit A.
- (c) All existing decay class 3, 4, and 5 logs in the Partial Harvest Areas shown on Exhibit A. Decay classes are illustrated on Exhibit I which is attached hereto and made a part hereof.
- (d) All bearing trees located at survey corners as shown on Exhibit A.
- (e) In the Partial Harvest Areas shown on Exhibit A, all incense-cedar, Pacific yew, hardwood trees, conifer trees 28 inches and greater DBH and snags that do not cause a safety hazard or where removal is not needed for operational activities as determined by the Authorized Officer. All incense-cedar, Pacific yew, hardwood trees, and snags that are felled for safety and operational reasons shall remain on site.
- SEC. 41 Special Provisions
- (a) Periodic Payment and First Installment Adjustment
  - (1) Notwithstanding the provisions of Section 3(b), the amount of the first installment may be reduced by the Government when the Contracting Officer requests the Purchaser to interrupt or delay operations for a period expected to last more than thirty (30) days during the operating season. Such interruption or delay must be beyond the Purchasers control. Operating Season shall be defined, for this purpose, as the time of year in which operations of the type required are normally conducted and not specifically restricted under the contract. The first installment may be reduced to five (5) percent of the installment amount listed in Section 3(b), during the delay period. The Purchaser must request such a reduction in writing. When the Contracting Officer notifies the Purchaser that operations may proceed, the Purchaser shall have fifteen (15) days after such notification to return the first installment to the full value specified in Section 3(b). Failure to return the first installment to the full value within the allotted time shall be considered a material breach of contract. No timber shall be cut or removed from the contract area until the first installment is restored to the full amount.
  - (2) Notwithstanding the provisions of Section 3(b), adjustments in the due dates for periodic payments may be made by the Government if the Contracting Officer interrupts or delays contract operations for a period expected to last at least thirty (30) days, and the interruption or delay is beyond the Purchaser's control. Any adjustment made shall provide the Purchaser with an equal amount of operating time as would have been available without the delay. The Purchaser shall request such adjustment in writing before the due date for a periodic payment contained in Section 3(b).

## (b) Logging

- (1) Before beginning operations on the contract area for the first time or after a shutdown of 14 or more days, the Purchaser shall notify the Authorized Officer of the date operations are planned to begin. This notification must be received by the Authorized Officer no less than 14 days prior to the date the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer if they intend to cease operations for any period of 10 or more days.
- (2) Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A prework conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan.
- (3) In the Partial Harvest Areas shown on Exhibit A, all trees designated for cutting shall be felled to lead and bucked into log lengths not to exceed 40 feet before being yarded unless otherwise approved by the Authorized Officer.

### SEC. 41 – SPECIAL PROVISIONS (cont'd.)

- (4) No felling, yarding, or loading is permitted in or through the Reserve Area shown on Exhibit A, except in the Special Yarding Area and Approximate Area Where Yarding Corridors are Permitted in Reserve Area, or unless otherwise approved by the Authorized Officer.
- (5) In the Approximate Area Where Yarding Corridors are Permitted in Reserve Area as shown on Exhibit A, a maximum of two corridors shall be allowed in accordance with Section 41(b)(16) and Section 41(b)(17). All trees cut in the Approximate Area Where Yarding Corridors are Permitted in Reserve Area are reserved in accordance with Section 40(a), and shall remain onsite unless otherwise approved by the Authorized Officer.
- (6) In the Special Yarding Area shown on Exhibit A, a maximum of two skid roads shall be allowed in accordance with Sections 41(b)(19) and 41(b)(20).
- (7) In Partial Harvest Area No. 1 shown on Exhibit A, no harvest activities, including falling, bucking, yarding, loading, hauling, or pre- and post-harvest road work shall be conducted from November 15 to March 15 of each year, both days inclusive. These restrictions are for wildlife purposes and shall not be waived. Hauling from other Partial Harvest Areas which pass through Sections 20 and 21 would not be restricted.
- (8) Notification and coordination with Pacific Power and Light shall occur prior to any harvest or road activities in Partial Harvest Area 4, Section 35, as shown on the Exhibit A.
- (9) In the Partial Harvest Areas shown on Exhibit A, felling of trees shall be to the lead of the yarding corridors 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.
- (10) No yarding shall be conducted on the Partial Harvest Areas from April 1 to June 15 of each year, both days inclusive, for sap flow, unless otherwise approved in writing by the Authorized Officer.
- (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) During logging operations, the Purchaser shall keep Road Nos.14-2-16, 14-2-35, and 16-1-5, where they pass through the contract area, clear of trees, rock, dirt, and other debris so far as is practicable. The roads shall not be blocked by such operations for more than 20 minutes.
- (13) Surfacing on BLM paved Road Nos. 14-2-16, 14-2-35, and 16-1-5 shall be protected during logging operations as directed by Authorized Officer. Any necessary repairs after logging is completed shall be in accordance with Exhibit D.
- (14) The Purchaser shall provide signs to control traffic on Road Nos. 14-2-16, 14-2-35, and 16-1-5 where they pass through the contract area.
- (15) The use of natural surface roads shall occur during periods of dry weather (typically July 1 September 30) or as determined by the Authorized Officer.
- (16) In the Partial Harvest Area 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.
- (17) Before clearing any skyline road necessary for yarding in the Partial 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) Cable corridors shall be placed on the landscape to avoid disturbance to snags, down logs, and conifer trees greater than 28 inches DBH where feasible.
- (18) In the Partial Harvest Areas shown on Exhibit A, felling may be done with mechanized harvesting equipment capable of directionally falling trees, cutting trees to length, completely delimbing the trees and depositing the slash in windrows between the reserve trees as approved by the Authorized Officer under the following conditions:
  - (aa) Where slope gradients are less than 35 percent.
  - (bb) When soil moisture content provides the most resistance to compaction as determined by the Authorized Officer, typically between July 1 and September 30.
  - (cc) Mechanized harvester shall travel along the windrows of limbs and slash created by harvesting process.
  - (dd) Movement of cutting equipment off primary trails shall be kept to a single pass.
- (19) In the Partial Harvest Areas-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.
- (20) In the Partial Harvest Areas-Groundbased shown on Exhibit A, groundbased yarding shall be done by equipment operated entirely on designated skid roads. Before felling and yarding any timber in the Partial Harvest Areas, the Purchaser shall locate and construct designated skid roads as follows:
  - (aa) Mark the location of designated skid roads on the ground with fluorescent pink plastic flagging in consultation with the Authorized Officer.
  - (bb) Provide a map of requested skid road locations a minimum of seven working (7) days in advance of cutting to obtain approval of the locations from the Authorized Officer.
  - (cc) Space designated skid roads at an average of 150 feet apart or greater unless otherwise agreed to in writing by the Authorized Officer.
  - (dd) Limit the width of each skid road to a maximum of 12 feet.
  - (ee) Skid roads shall not be located within 75 feet of the Reserve Area as shown on Exhibit A unless otherwise authorized by the Authorized Officer.
  - (ff) Use existing skid trails or Off Highway Vehicle (OHV) trails where feasible.
- (21) Before cutting and removing any reserve trees necessary to facilitate logging in the Partial Harvest Areas shown on Exhibit A, the Purchaser shall identify the location of the skid roads in accordance with Section 41(b)(21) and skyline yarding roads in accordance with Section 41(b)(17), 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:

#### SEC. 41 - SPECIAL PROVISIONS (cont'd.)

- (aa) All skid roads and/or cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Authorized Officer, the width of each skid road, and/or cable yarding road shall be limited to 12 feet.
- (bb) The Purchaser may immediately cut and remove additional timber to clear skid roads and cable yarding roads; and provide tailhold, tieback, guyline, lift and intermediate support trees; and clear danger trees when the trees have been marked with blue paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Section 3(b) of the contract or sufficient bonding has been provided in accordance with Section 3(d) of the contract.
- (cc) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Section 9 of the contract; or, the Authorized Officer determines that any tree that exceeds 28 inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Sec. 8 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 roads 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.
- (22) In accordance with the requirements of Section 8 of the contract it has been determined that it is in the best interest of the Government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in the Partial Harvest Areas to meet all applicable State safety laws, codes or regulations. This timber must be cut or removed so that the Purchaser can continue active falling

and yarding operations. The Purchaser is, therefore, authorized to cut and remove such additional timber in accordance with the provisions of Section 8 of the contract: provided, however, that:

- (aa) The Purchaser shall identify each tree sold and cut in accordance with the provision by marking the cut surface of the stump immediately after falling with a large "X". The "X" shall be cut with a chain saw. The stump shall be marked by hanging flagging so that the stump can be visually located from a distance of not less than 50 feet. The Purchaser shall also paint an identifiable "X" on the butt log. The butt log shall remain on the contract area until such time as the Authorized Officer has scaled such additional timber and authorizes removal from the contract area.
- (bb) The volume and price for such timber shall be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and paid for by the Purchaser in accordance with Section 3(b) or 3(d) of the contract as required by Section 8 of the contract.
- (cc) No timber may be cut or removed under the terms of this provision if all contract payments required by Section 3(b) or 3(d) of the contract have been made.
- (dd) The permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:
  - (1) Failed to properly mark any stump with the "X" cut.
  - (2) Failed to identify the location of any stump.
  - (3) Cut any tree that was reserved for tree improvement and/or wildlife habitat.
  - (4) Cut any tree in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
  - (5) Cut any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground based 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 roads upon which timber may be cut and removed in accordance with this special provision must be needed for the removal of timber sold under this contact and shall be limited to the narrowest width necessary for the yarding of logs with minimum damage to reserved trees.

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

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

- (1) The Purchaser shall construct Spurs 3B Seg. B, 3D, 3F, 3J, 3Y Seg. B, 3Z, 20B, 20C, 20D, 25E, 25T, 25V, 35B, 35S1, and 35S2 and Road No. 15-2-3.1 Seg. B; and renovate Spurs 3B Seg. A, 3Y Seg. A, 25Z, 35S, and Road Nos. 14-2-16, 14-2-21, 14-2-21.1 Seg. B, 14-2-21.2, 14-2-25.1, 14-2-25.2, 14-2-25.4, 14-2-25.7, 14-2-28.6, 14-2-35, 14-2-35.2, 14-2-36.1, 15-2-3, 15-2-3.1 Segs. A & C, and 16-1-5 in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Exhibit C contains 61 sheets.
- (2) The Purchaser shall have the option to locate Spur 3F in Partial Harvest Area No. 4. The final spur road location, landings, and clearing limits shall be identified with flagging and shall be approved by the Authorized Officer in writing before construction will be allowed. The Purchaser shall notify the Authorized Officer 14 working days prior to construction of said road location. Spur 3F shall not exceed 200 feet and will be rocked in accordance with the specifications set forth in Exhibit C. The Purchaser agrees to accept a modification to the contract for the additional timber within the right-of-way for the spur in accordance with Section 41(b)(22).
- (3) Prior to removal of any timber, except right-of-way timber, over any road, the required construction or renovation of that road shall be completed as specified in Exhibit C. The required road construction or renovation shall occur during periods of dry weather as determined by the Authorized Officer (typically June 1 – September 30).
- (4) Culvert removal and replacement/installation on streams shall be done between June 1 and October 15 (both days inclusive) except culvert work on Road No. 16-1-5 shall be completed 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 strict accordance with the plans and specifications shown on Exhibit C.
- (5) Aggregate production is required at the BLM Blagen Quarry located in T. 15 S., R. 2 W., Sec. 3, W.M. No blasting or crushing shall be allowed from November 15 to March 15 due to wildlife restrictions
- (6) Notification and coordination with Pacific Power and Light shall occur prior to any construction or renovation on Road No. 14-2-35.1 and 14-2-35.2.
- (7) <u>BLM Maintenance</u>: 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 Exhibit C, provided that the Purchaser pay the required maintenance obligations described in Section 41(c)(10). The Purchaser shall pay current Bureau of Land Management maintenance fees for the sale of additional timber under modification to the contract.

Road No.	Length	Road	Road
and Segment	Miles Used	Owner	Surface Type
14-2-16	6.05	BLM	Paved
14-2-35	2.82	BLM	Paved
16-1-5	8.77	BLM	Paved

(8) <u>Purchaser Maintenance</u>: 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, Weyerhaeuser Company, Lost Creek Timber Company, and/or Timber Services 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 41(c)(9), 41(c)(13), 41(c)(14), 41(c)(15) and pay the required rockwear obligation described in Section 41(c)(12). The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification to the contract.

Road No.	Length	Road	Road
and Segment	Miles Used	Owner	Surface Type
Spur 3B	0.27	BLM	Rock
Spur 3D	0.06	BLM	Rock
Spur 3F	0.04	BLM	Rock
Spur 3J	0.34	BLM	Rock
Spur 3Y	0.22	BLM	Rock
Spur 3Z	0.44	BLM	Rock
Spur 20B	0.08	BLM	Rock
Spur 20C	0.18	BLM	Rock
Spur 20D	0.10	BLM	Natural
Spur 25E	0.11	BLM	Natural
Spur 25T	0.25	BLM	Rock
Spur 25V	0.13	BLM	Rock
Spur 25Z	0.08	BLM	Rock
Spur 35B	0.08	BLM	Rock
Spur 35S	0.09	BLM	Rock
Spur 35S1	0.04	BLM	Rock
Spur 35S2	0.03	BLM	Rock
14-2-16	1.77	BLM	Rock
14-2-21	1.60	TSC	Rock
14-2-21.1 Seg. B	0.18	BLM	Rock
14-2-21.1	0.21	TSC	Rock
14-2-21.2	0.30	TSC	Natural
14-2-23 Seg. A	0.08	TSC	Rock
14-2-23 Seg. B	0.62	TSC	Natural
14-2-25.1	0.86	BLM	Rock
14-2-25.2	0.16	BLM	Rock
14-2-25.4	0.56	BLM	Rock
14-2-25.7	0.10	BLM	Rock
14-2-25.8 Seg. A&B	0.17	TSC	Rock
14-2-25.8 Seg. C	0.10	LCT	Rock
14-2-28.6	0.13	BLM	Natural
14-2-35.2	0.25	BLM	Natural
14-2-36.1 Seg. A	0.44	LCT	Rock
14-2-36.1 Seg. B	0.22	TSC	Rock
15-2-3	0.33	BLM	Rock
15-2-3.1	0.24	BLM	Rock
15-2-11.5	0.71	WY	Rock
TSC = Timber Service Company LCT = Lost Creek Timber	WY = Weyerhae		

## SEC. 41 – SPECIAL PROVISIONS (cont'd.)

- (9) Except for the road maintenance in accordance with Section 41(c)(7), the Purchaser shall perform any required road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract, which is attached hereto and made a part hereof.
- (10) With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users on Road Nos. 14-2-35.1 & 14-2-16; 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.
- (11) The Purchaser shall pay the Government a road maintenance obligation in the amount of Thirty Thousand Eight Hundred Five and 97/100 dollars (\$30,805.97) for the transportation of timber included in the contract price over roads listed in Section 41(c)(7).

The above road maintenance amount is for use of 17.64 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.

- (12) The Purchaser shall also pay the Government a road maintenance obligation for rockwear in the amount of Two Thousand Seven Hundred Seventy-nine and 73/100 dollars (\$2,779.73) for the transportation of timber included in the contract price over the roads listed in Section 41(c)(8) that are under the jurisdiction of the Bureau of Land Management. 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 as required in Section 3 of this contract.
- (13) In the use and renovation of Weyerhaeuser Company Road No.15-2-11.5, 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 road, 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 One Thousand Sixty-nine and 45/100 dollars (\$1,069.45) prior to log hauling.
  - (ee) Pay maintenance fees monthly, for volume hauled the previous month, at the rate per M bd. ft. equal to the appropriate BLM fee current at the time of hauling or, at Weyerhaeuser's

option, the Purchaser shall provide maintenance and pay monthly the appropriate rockwear fees as detailed in the License Agreement. Such payment to be accompanied by a report of volume hauled as a proration of the volume set forth in Exhibit B of this contract. Total maintenance and rockwear fees payable shall be the product of the applicable rates and the estimated volume set forth in said Exhibit B and additional volume as sold by contract modification.

- (14) In the use and renovation of Timber Service Company Road Nos.14-2-21, 14-2-21.1 Seg. A, 14-2-21.2, 14-2-23, 14-2-25.8 Seg. A & B, and 14-2-36.1 Seg. B, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. E-370 between the United States of America and Timber Service 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 Timber Service Company. The license agreement, bond and insurance certificate shall be delivered to Timber Service Company at the Sweet Home 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 of Twenty-two Thousand Nine Hundred Fifty-nine and 30/100 dollars (\$22,959.30) prior to log hauling.
  - (ee) Pay rockwear fees at completion of haul, plus additional as added by contract modification.
  - (ff) Maintain Road Nos. 14-2-21; 14-2-21.1; 14-2-21.2; 14-2-23 Seg. A; 14-2-23 Seg. B; 14-2-25.9 Seg. A; 14-2-25.8 Seg. B; and 14-2-36.1 Seg. B in accordance with Section 41(c)(8).
  - (gg) The Purchaser shall cut and deck the right-of-way timber along the roadside to facilitate removal by a self-loader between Stations P0+00 and P4+36 on Spur 20B and 0+00 and 7+65 on Spur 20C, in accordance with the specifications of Timber Services Company, the owner of the right-of-way timber
- (15) In the use and renovation of Lost Creek Timber Company Road Nos. 14-2-25.8 Seg. C and 14-2-36.1 Seg. A, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. E-370A between the United States of America and Lost Creek Timber 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 Bureau of Land Management, Eugene District Office, 3106 Pierce Parkway Suite E, Springfield, OR. Such conditions include but are not limited to the following actions by the Purchaser.
  - (aa) Obtain a license agreement from Lost Creek Timber Company. The license agreement, bond and insurance certificate shall be delivered to Lost Creek Timber Company at least 15 days prior to use of company roads.

- (bb) Furnish a performance bond in the amount of Ten Thousand and 00/100 dollars (\$10,000.00).
- (cc) Maintain comprehensive liability insurance covering all operations, including vehicles, in amounts not less than One Million and 00/100 dollars (\$1,000,000.00) bodily injury for injury to any one person, One Million and 00/100 dollars (\$1,000,000.00) for any one occurrence and, One Million and 00/100 dollars (\$1,000,000.00) property damage for any one occurrence.
- (dd) Pay a lump sum road use fee of Six Thousand Six Hundred Thirty-eight and 00/100 dollars (\$6,638.00) prior to log hauling.
- (ee) Maintain Road Nos.14-2-25.8 Seg. C and 14-2-36.1 Seg. A in accordance with Section 41(c)(8).
- (16) The Purchaser also agrees that if he elects to use any private road, other than those provided for in this contract, which is the subject of a right-of-way agreement with the Government, for the removal of Government timber sold under the terms of this contract, he shall request and agree to the modification of this contract to provide for such use.
- (d) Environmental Protection
  - (1) The Purchaser shall be required to clean logging, road construction, and decommissioning equipment to remove dirt and plant debris that may contain noxious weed seeds from the undercarriage, tracks and tire treads prior to entry on BLM lands. The Authorized Officer may require inspection of equipment to see that it was cleaned as it arrives on site.
  - (2) Coarse Woody Debris (CWD) Creation
    - (aa) In the Coarse Woody Debris and Snag Creation Areas shown on Exhibit A1, which is attached hereto and made a part hereof, the Purchaser shall, upon completion of yarding, select and fall approximately 292 standing trees reserved under Section 40(b) marked with orange paint above and below stump height with diameters between 16-24 inches diameter breast height (dbh). If trees in this diameter range are not available, select trees with typical diameters for an area. Trees shall not be selected from the posted and painted trees that are on or mark the boundaries of the Reserve Areas. Trees felled shall remain reserved in accordance with Section 40(b). Trees shall be well-distributed throughout the Coarse Woody Debris and Snag Creation Areas as determined by the Authorized Officer, based on availability, and not piled or concentrated in a few areas.
    - (bb) No adjustments of volume or value shall be made to meet these requirements.
    - (cc) The Purchaser shall tally all trees by diameter class and species on a daily basis. The tally may be requested by the Authorized Officer at any time during falling operations. At the end of falling operations a completed tree tally shall be submitted to the Authorized Officer.
  - (3) Snag Creation
    - (aa) In the Coarse Woody Debris and Snag Creation Areas shown on Exhibit A1, the Purchaser shall, upon completion of yarding, select and top approximately 217 trees and girdle approximately 220 standing trees marked with orange paint above and below stump height with diameters between 16 to 24 inches diameter breast height (dbh). If trees in this diameter range are not available, select trees with typical diameters for an area. Trees shall not be selected from the posted and painted trees that are on or mark the boundaries of the Reserve Areas. Portions of trees felled shall remain reserved in accordance with Section 40(b). Trees shall be well-distributed throughout the Coarse Woody Debris and Snag Creation Areas as determined by the Authorized Officer, based on availability, and not concentrated in a few areas.
    - (aa) The Purchaser shall complete two girdles around the stem of the tree. The Purchaser shall complete two parallel closely spaced cuts for each girdle. The Purchaser shall make the cuts

to penetrate into the wood of the tree and remove the cambium layer around the entire circumference of the tree. The Purchaser shall make the girdles 6 to 16 inches apart. The Purchaser shall make the girdles on the trees at a height of 2 to 5 feet from the ground line.

- (cc) Purchaser shall top trees at a height between 40 to 60 feet. Trees shall have the top completely severed.
- (dd) No adjustment of volume or value shall be made to meet these requirements.
- (ee) The Purchaser shall tally all trees by diameter class and species on a daily basis. The tally may be requested by the Authorized Officer at any time during falling/girdling operations. At the end of falling/girdling operations, a completed tree tally shall be submitted to the Authorized Officer.
- (4) Cable yarding corridors shall be waterbarred and covered with slash immediately after use if necessary to prevent erosion, as determined by the Authorized Officer.
- (5) Upon each season's shutdown, the Purchaser shall block skid trails and newly constructed roads that have not been rocked, and shall place them in an erosion-resistant condition by constructing drainage dips, waterbars, and/or lead-off ditches. Waterbars and drainage dips shall be constructed in accordance with the specifications shown on Exhibit H, which is attached hereto and made a part hereof. Blocking shall be completed as directed by the Authorized Officer.
- (6) In addition to the requirements set forth in Section 25 of this contract, the Purchaser shall complete the skid trails and road decommissioning measures in accordance with Exhibit G (containing 5 sheets) and Exhibit J, which are attached hereto and made a part hereof. All road decommissioning shall be completed during the dry season, typically between July 1 and September 30, as determined by the Authorized Officer.
- (7) If in connection with operations under this contract the Purchaser, his contractors, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the contract area such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and shall notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Authorized Officer.
- (8) 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.

#### SEC. 41 - SPECIAL PROVISIONS (cont'd.)

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

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

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

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

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

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

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

### SEC. 41 – SPECIAL PROVISIONS (cont'd.)

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.

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

- (1) Fire Prevention and Control. Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.
- (2) Fire Hazard Reduction. In addition to the requirements of Section 15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measures required by this contract:
  - (aa) Pile and cover all landing slash and machine pile and cover slash within 25 feet of Road Nos. 14-2-35, 14-2-35.1, 15-2-3, and 16-1-5 in the Partial Harvest Areas. All work shall be completed in accordance with Provisions 1-7 of Exhibit F, which is attached hereto and made a part hereof.
  - (bb) Burn all resulting slash piles. All work shall be completed in accordance with Exhibit F, Provisions 8-11.
  - (cc) In lieu of performing slash disposal as identified in Section 41(e)(2)(aa) and Section 41(e)(2)(bb), the Purchaser may remove material identified for slash disposal after notifying the Authorized Officer in writing. Any material identified for slash disposal that is not removed in accordance with this provision shall be treated in accordance with Section 41(e)(2)(aa) and Section 41(e)(2)(bb). Upon completion of slash removal, the purchaser shall report tonnage of slash removed in accordance with this provision.

## (f) Optional Contributions

(1) The Purchaser shall perform all pile burning in accordance with Section 41(e)(2)(bb). The Purchaser shall have the option of completing this work, or in lieu thereof, making a contribution to the Bureau of Land Management in the amount of Eight Hundred Thirty-one and 64/100 dollars (\$831.64). 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.

## SEC. 41 – SPECIAL PROVISIONS (cont'd.)

- (2) If the Purchaser has made such a contribution, and later elects to remove all material identified for slash disposal in accordance with Section 41(e)(2)(cc), the entire contribution will be refunded to the Purchaser.
- (g) <u>Miscellaneous Provisions</u>
  - (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 Five Thousand Six Hundred Four and 75/100 dollars (\$5,604.75). In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of Five Thousand Six Hundred Four and 75/100 dollars (\$5,604.75) 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.
  - (2) Notwithstanding the provisions of Section 5(c), when the Purchaser elects to furnish and operate under a payment bond as provided in Section 38(b), the value of right-of-way timber included in a billing shall be based on the value of timber removed from the right-of-way.

## (h) Log Export and Substitution

- All timber sold to the Purchaser under the terms under the terms of this contract, except (1) 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-guarters (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.

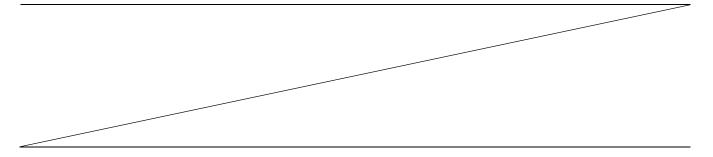
Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs with a scaling diameter (small end inside bark) of over 10 inches, prior to the removal of timber from the contract area. All loads of 11 logs or more will have a minimum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

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

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

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

- (i) Equal Opportunity in Employment
  - (1) Certification of Nonsegregated Facilities attached hereto and made a part hereof.



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

## NOTICE OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

DistrictEugeneSale DateSeptember 13, 2012Parcel No.2

Sale Name	Bickmore Creek	Planning Unit	Upper Willamette	Э	
ATSP Tract No.	E-12-658	Type of Sale	Advertised		
County & State		Time for Cutting & I	Removal	36	Mos.
Master Unit	Upper Willamette	Time for Removal o	f Personal Property	1	Mos.

O&C	CBWR	P.D.	Township	Range	Section	Subdivision
Х			14 S.	2 W.	20	SE1/4NE1/4, N1/2SE1/4
Х			14 S.	2 W.	21	Lot 3, SW1/4NW1/4, W1/2SE1/4
Х			14 S.	2 W.	25	S1/2
Х			14 S.	2 W.	28	E1/2NE1/4, NE1/4SE1/4
Х			14 S.	2 W.	34	SE1/4SW1/4, SE1/4
Х			14 S.	2 W.	35	S1/2NW1/4, SW1/4, NW1/4SE1/4
Х			15 S.	2 W.	3	Lot 1, Lot 2, S1/2NE1/4, SE1/4

Subdivisions	Cutting Volumes by Species by MBF							Total	Cutting Area	
or	DE	05						Cutting	Acres	
Cutting Areas	DF	GF	WH	WRC	RA			Volume	Partial	Clear
PH #1	1,088	9	3	45				1,145	92	
PH #2	1,988	17	5	83				2,093	168	
PH #3	237	2	1	10				250	20	
PH #4	3,455	29	9	144				3,637	293	
RW #1	34	4						38		1
RW #2	52		2	1				55		2
RW #3	17							17		1
RW #4	229		3	2	4			238		8
TOTAL	7,100	61	23	285	4			7,473	573	12

#### COSTS

\$ Included With Yarding
219.73
39.10
38.25
4.10
9.39

### 

Total Other Allowances	\$ 6.05
Total Cost to Utilization Center	\$ 316.62
Utilization Center (Peelers)	 NA
Miles to Utilization Center	 NA
Utilization Center (Sawlogs)	 Eugene / Springfield

29

29

Miles to Utilization Center

Weighted Miles to Utilization Center

Additional Risk Low % 1%..... Medium 2%..... % High % Total Profit & Risk ..... 12 % Tract Features Ave Log (Bd. Ft.): D-fir 39 39 DBH: 12.4 94 Recovery D-fir % All 94 % 0 % All 0 % Salvage D-fir Ave Volume per Acre 13 MBF % Ave Yarding Slope 45 Ft. Ave Yarding Distance 600 Ave Age 55 Years Volume Highlead % Volume Skyline 59 % Volume Cat 41 % Volume Aerial % Road Construction / Improvements (100' Sta) 
 Class
 SN-14 / SN-16
 No. Sta.
 108.21 (Const.)

 Class
 SN-14 / SN-16
 No. Sta
 1,349.36 (Renormalized renormalized renormaline renormali renormalized renormali renormalized renormalized re 1,349.36 (Renov) No. Sta Class Cruise Dotson, Zimmerlee, Wilder, Teigland Cruised by Date May 2012 Type of Cruise PCMTREE, 3P, BLM 100% Volume (MBF-Net Merch) 7,473 Salvage Green 0 D-fir Sawlog 0 7,100 Peeler Export Volume Ø Purchaser Address

Contract No. ORE06-TS12-658

Profit & Risk Allowance
Basic Profit & Risk.....

11

%

OR-5420-1a (June 1986)

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

MBF

District ATSP Tract No.

ADP No.

Sale Name

<u>Eugene</u> E-12-658

Bickmore Creek

Realization Mfg. Profit & Marg. \* Logging Pond Species Value Costs (-) Value Costs (-) Risk (-) Logs (+) Stumpage Douglas-fir 316.62 50.20 ------418.36 51.54 -------42.02 Grand fir -------312.05 316.62 37.45 Western hemlock 324.82 316.62 38.98 -30.78 ----------697.31 316.62 83.68 ----297.01 Western redcedar ------446.25 316.62 53.55 Red alder ---------76.08 436.38 60.87 Wt. Average \*Marginal Log Volume N/A MBF Х \$/MBF Marg. Log Value Marginal Log Value \$ \$ Marginal Log Value/MBF = MBF (D-fir Net Volume)

## APPRAISED PRICE SUMMARY

TEA	RVA	Х	Market Value	

(Check one)								
Number Trees				Appraised Price		Bid Price		
Un-Merch	Merch	Species	Volume	\$/M	Value	\$/M	Value	
	50,237	Douglas-fir	7,100	52.00	\$369,200.00			
	299	Grand fir	61	*31.20	1,903.20			
	153	Western hemlock	23	*32.50	747.50			
	4,471	Western redcedar	285	297.00	84,645.00			
	84	Red alder	4	76.00	304.00			
	52,244	TOTALS	7,473		\$456,799.70			

\* 10% of Pond Value

## LOG GRADES (By Percent)

				2 Saw	3 Saw	4 Saw
Species	Code #1	#2	#3	#4	#5	#6
Douglas-fir				23.0	67.0	10.0
Grand fir				59.0	33.0	8.0
Western hemlock				9.0	82.0	9.0
Western redcedar						100.0
Red alder						100.0

Appraised By:	Dotson	Date:	July 2012
Appraisal Reviewed By:	Ray	Date:	July 2012