

PROSPECTUS

LOCKED GATE

Sale Date: October 27, 2015

(1) Roseburg Sale No.: 2016.0007
Douglas County, Oregon: O&C, PD: Oral Auction

Sale Name: Orb Weaver
Bid Deposit Required: \$64,800.00

All timber designated for cutting on:

E $\frac{1}{2}$ SE $\frac{1}{4}$	Sec 20, T. 28 S., R. 3 W., Willamette Meridian
SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$	Sec 21, T. 28 S., R. 3 W., Willamette Meridian
SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$	Sec. 28, T. 28 S., R. 3 W., Willamette Meridian
SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$	Sec. 29, T. 28 S., R. 3 W., Willamette Meridian
Lots 3 & 4, NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$	Sec. 32, T. 28 S., R. 3 W., Willamette Meridian
NW $\frac{1}{4}$ NW $\frac{1}{4}$	Sec. 33, T. 28 S., R. 3 W., Willamette Meridian
Lot 4	Sec. 4, T. 29 S., R. 3 W., Willamette Meridian
Lots 8, 9, 10 & 15	Sec. 5, T. 29 S., R. 3 W., Willamette Meridian
Lots 9, 10, 15, 16, 17, 18, 21 & 22	Sec. 9, T. 29 S., R. 3 W., Willamette Meridian
SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{2}$ SW $\frac{1}{2}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$	Sec. 15, T. 29 S., R. 4 W., Willamette Meridian

Approx. Number	Est. Vol. MBF	Species	Est. Vol. MBF	Appraised Price	Est. Volume Times
Merch. Trees	32' Log		16' Log	Per MBF	Appraised Price
93,800	2,954	Douglas-fir	3,503	\$171.10	\$599,363.30
5,156	205	Grand Fir	254	\$59.10	\$15,011.40
5,472	181	Incense-cedar	235	\$91.40	\$21,479.00
1,491	33	Western Redcedar	38	\$255.40	\$9,705.20
869	24	Ponderosa Pine	30	\$32.20 *	\$966.00
254	7	Western Hemlock	9	\$40.70	\$366.30
41	3	Sugar Pine	3	\$76.40	\$229.20
107,083	3,407		4,072		\$647,120.40

* BLM appraised price per MBF is a minimum stumpage value.

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.

APPRAISED PRICES are determined by analytical appraisal methods unless otherwise noted on individual timber sale notices.

LOG EXPORT AND SUBSTITUTION RESTRICTIONS:

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.

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.

CRUISE INFORMATION:

For all Harvest Areas the timber volumes for all tree species are based on a variable plot cruise, containing a total of 256 plots and 204 randomly selected sample trees. Plots were measured using a 20 basal area factor. (BAF).

The volume of the randomly selected sample trees has been expanded to a total sale volume. A map showing the location of the plots is available at the Roseburg District Office.

For all right-of-ways and road daylighting: The timber volumes for all tree species have been determined by individual tree measurements using a 100% cruise.

Timber Harvest Area acres have been adjusted to determine the sale volume by deducting all non-harvest acres, such as the No Harvest Stream Buffers and roads, from the Harvest Areas shown on Exhibit A (see volume summary sheet for acres used by unit).

With respect to merchantable trees of all species: the average tree is 12.2 D.B.H.O.B., the average log contains 41 bd. ft., the total gross volume is approximately 4,418 M bd. ft., and 92% recovery is expected.

CUTTING AREA: An area of approximately 306 acres is to be thinned and 4 acres of road right-of-way is to be clearcut. See Exhibit A for details.

<u>TIMBER ACREAGE:</u>	Area 1: 49 acres	Area 6: 51 acres	Area 11: 30 acres
	Area 2: 23 acres	Area 7: 22 acres	Area 12: 19 acres
	Area 3: 26 acres	Area 8: 16 acres	RW: 4 acres
	Area 4: 23 acres	Area 9: 23 acres	
	Area 5: 4 acres	Area 10: 20 acres	

ACCESS: Access to the sale area is provided by Government and County controlled roads.

LOCKED GATE: A locked gate is on Road No. 29-4-22.0. See BLM receptionist for key.

DIRECTIONS TO SALE AREA: From Myrtle Creek, proceed east on Douglas County Road 18 (South Myrtle Road) approximately 7 miles to Road No. 29-4-22.0, refer to timber sale Exhibits A and D for further details to timber sale units.

ROAD MAINTENANCE: Rockwear and maintenance fees of \$15,972.13 will be required to be paid to the BLM.

ROAD CONSTRUCTION: Estimates include the following: construct 52+50 stations, renovate 317+65 stations, and decommission 77+60 stations of road. Approximately 36 MBF is to be cut and removed in association with road renovation, daylighting; this timber volume will be included on the Exhibit B of the contract but no acres have been attributed to the road renovation. Additional information is available in the Exhibits C & D of the Timber Sale Contract.

DURATION OF CONTRACT will be 36 months for cutting and removal of timber. The contract contains SPECIAL PROVISIONS regarding: logging, environmental protection, road construction, road renovation, road use, road maintenance, fire protection, slash disposal, and log exporting. Log scaling may be required under the terms of this contract.

NOTES:

1. 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 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.
2. This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. It is estimated that approximately 204 MBF of such additional timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal. This estimate is a net figure reduced by the estimate of the volume of trees previously marked for cutting, which the Authorized Officer may elect to reserve.
3. Seasonal operating restrictions apply to this sale regarding road work, falling, bucking, yarding, loading, hauling and sub-soiling. Refer to Section 42(A)(3-4), 42(A)(10)(b), 42(C)(4)(c), 42(D)(1-2)
4. Road No. 29-3-9.1 and Spur No. 3 will be constructed or renovated and used for harvest operations by October 15 of each calendar year, then decommissioned in the same respective operating season. The decommissioning may include water barring, slashing and blocking. Refer to Exhibit D for details. If an unsurfaced spur will overwinter before decommissioning, that spur shall be winterized. See Section 42(C)(3) for details.
5. Road No. 29-3-9.2, Spurs No. 1, No. 2, No. 4 and No. 5 will be decommissioned upon completion of timber harvest. The decommissioning may include water barring, slashing and blocking. Refer to Exhibit D for details.
6. In the Thinning Harvest Areas, as shown on Exhibit A , all trees designated for cutting shall be felled, limbed, and cut into log lengths not to exceed forty-two (42) feet before being yarded, unless otherwise approved by the Authorized Officer.
7. Hand piling and covering of slash is required in portions of Harvest Areas No. 2, 3 and 6, as shown on Exhibit E. Refer to Section 42(F)(2) for details.
8. Sub-soiling of approximately six tenths (0.6) mile of compacted skid trails and associated equipment/decking areas is required. Sub-soiling is to be completed once harvesting and machine piling operations are complete. Refer to Section 42(C)(4) for details.
9. Road daylighting is required as shown on Exhibit A. The road daylighting shall be completed in strict accordance with the plans and specifications shown on the Exhibit C. Any required road daylighting shall be completed and accepted, in accordance with Section 18, prior to the removal of any timber, except right-of-way timber, over that road. Approximately 36 MBF is to be cut and removed in association with road renovation, daylighting; this timber volume will be included on the Exhibit B of the contract but no acres have been attributed to the road renovation. Additional information is available in the Exhibits C & D of the Timber Sale Contract.
10. The Purchaser will be responsible for repairing any damage, resulting from operations, to the existing fence lines along boundaries on portions of Harvest Areas No. 1, No. 3 & No. 4, as shown on the Exhibit A.

11. Before beginning operations on Harvest Areas No. 2 & No. 3 the Purchaser will contact PPL concerning the powerlines adjacent to the Harvest Areas.
12. Before beginning operations on Road No. 29-3-16.0 the Purchaser will contact CP National concerning the location of the underground cable, as shown on Exhibit A.
13. Seasonal Restrictions Matrix is attached for informational purposes only.

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 ROSEBURG DISTRICT OFFICE.

Section 41. TIMBER RESERVED FROM CUTTING - The following timber on the Contract Area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of the Government.

- (a) All timber on the Reserve Areas as shown on Exhibit A, all retention trees marked with orange paint above and below stump height within the cutting areas and all orange painted and posted trees which are on or mark the boundaries of the Reserve Areas.
- (b) All existing coarse woody debris, logs and trees classified as decay Classes 3, 4, and 5, bark substantially sloughed off and in advanced stages of decay, within the Harvest Areas as shown on Exhibit A.

Section 42. The Purchaser shall comply with the special provisions which are attached hereto and made a part hereof, unless otherwise authorized in writing by the Authorized Officer.

Section 42(A) Logging:

- (1) Before beginning operations on the Contract Area for the first time or after a shutdown of ten (10) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of ten (10) or more days.
- (2) Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A pre-work conference between the Purchaser's authorized representative and the Authorized Officer 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 developed by this provision.
- (3) No timber falling, bucking or yarding shall be conducted on the Thinning Harvest Areas, shown on Exhibit A, from April 15 to July 15 of each calendar year, both days inclusive (bark slip period), unless otherwise approved by the Authorized Officer.
- (4) No timber yarding, loading or hauling shall be conducted on native surfaced roads between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive (wet season), unless otherwise approved by the Authorized Officer.
- (5) No yarding is permitted in or through the Reserve Areas or retention aggregates, as shown on Exhibit A, unless otherwise approved by the Authorized Officer. Trees felled in the retention aggregates to facilitate yarding shall be left in place, unless otherwise approved by the Authorized Officer.
- (6) Trees felled to facilitate yarding through the "no harvest stream buffers", as shown on Exhibit A, shall be left in place, unless otherwise approved by the Authorized Officer.
- (7) For a distance of fifty (50) feet from the perimeter of each landing designated by the Authorized Officer, all logs more than eight (8) inches in diameter at the large end and longer than eight (8) feet in length shall be decked or windrowed at the location designated by the Authorized Officer except logs sold and removed from the Contract Area.
- (8) In the Harvest Areas shown on Exhibit A, all trees designated for cutting which are within one hundred fifty (150) feet of the Reserve Areas, property lines, fences, powerlines and adjacent plantations shall be felled away from those areas.
- (9) In the Thinning Harvest Areas, as shown on Exhibit A, all trees designated for cutting shall be felled, limbed, and cut into log lengths not to exceed forty-two (42) feet before being yarded, unless otherwise approved by the Authorized Officer.

- (10) In the portions of Harvest Areas designated for ground-based yarding, as shown on Exhibit A (approximately 14 acres):
- (a) Ground-based yarding operations shall generally be limited to slopes of thirty-five (35) percent or less, and existing skid trails shall be utilized to the greatest extent possible.
 - (b) No ground-based yarding shall be permitted between October 15 of one calendar year and July 15 of the following calendar year, both days inclusive, or other periods of unseasonably wet weather and soil moisture conditions, unless otherwise approved by the Authorized Officer.
 - (c) A rubber-tired or track-mounted skidder may be used in accordance with the following specifications:
 - (1) The skidder shall be approved by the Authorized Officer prior to ground-based yarding operations.
 - (2) Yarding shall be done with one end of the log suspended.
 - (3) The skidder shall be restricted to designated skid trails. Skid trails shall be clearly identified on the ground, fourteen (14) feet or less in width and spaced at least one hundred fifty (150) feet apart. Designated skid trails, whether existing or newly proposed, shall be approved by the Authorized Officer prior to the felling of timber.
 - (d) A track-mounted log loader, or shovel yarding system, may be used in accordance with the following specifications:
 - (1) The track-mounted log loader shall be approved by the Authorized Officer prior to ground-based yarding operations.
 - (2) The track-mounted log loader shall be restricted to designated skid trails and shall utilize the swing yarding method to the greatest extent practicable. The designated skid trail network shall minimize both the amount of ground covered by the tractor treads and the number of passes over any single spot on the ground. Designated skid trails, whether existing or newly proposed, shall be approved by the Authorized Officer prior to the felling of timber.
 - (3) The track-mounted log loader shall be required to place logging slash in front of the machine's tracks prior to traveling designated skid trails in order to reduce soil compaction.
 - (e) A processor/harvester/forwarder system may be used in accordance with the following specifications:
 - (1) The processor/harvester shall be required to cut off limbs and tops in front of the machine's tracks in order to reduce soil compaction. The processor/harvester must have a lateral reach of twenty (20) feet or more, and the machine's lateral reach must be utilized as much as possible.

- (2) The forwarder shall operate only on designated skid trails approved by the Authorized Officer. Forwarder trails shall be located on existing skid trails and/or the slash-covered areas traversed by the processor/harvester. Forwarder trails shall be perpendicular to hill-slope contour lines as much as possible.
 - (3) Logs that are too large for the harvester/forwarder operation may be yarded with a rubber-tired or track-mounted skidder, or a track-mounted log loader approved by the Authorized Officer, and as directed by the Authorized Officer. The skidder shall operate on designated skid trails approved by the Authorized Officer.
 - (4) All trees yarded with a forwarder shall be felled, topped, limbed and cut into log lengths not to exceed twenty-one (21) feet before being yarded, unless approved by the Authorized Officer.
- (11) In the portions of Harvest Areas designated for cable yarding, as shown on Exhibit A:
- (a) Yarding shall be done with a cable skyline system utilizing a mechanical slack-pulling carriage capable of maintaining a fixed position on the skyline while lateral yarding and having a lateral yarding capability of seventy-five (75) feet. The carriage must not move during in-haul. The cable yarder shall have a maximum tower height of fifty (50) feet and a maximum of two hundred fifty (250) horsepower. The system shall have the capability to yard in multi-span configuration.
 - (b) Wherever possible, cable yarding corridors shall be perpendicular to hill-slope contour lines, parallel to each other and spaced at least one hundred fifty (150) feet apart to minimize damage to reserve trees.
 - (c) Cable yarding of logs shall be done under the canopy and with one end suspended. Lift trees and/or intermediate support trees shall be employed where necessary to meet this requirement. All logs shall be yarded away from or parallel to "no harvest stream buffers" as shown on Exhibit A, unless otherwise approved by the Authorized Officer.
 - (d) Prior to attaching any logging equipment to a reserve tree, the Purchaser shall obtain written approval from the Authorized Officer and shall take precautions to protect the tree from damage as directed in writing by the Authorized Officer.
- (12) Before cutting and removing any trees necessary to facilitate logging in the Harvest Areas shown on Exhibit A, the Purchaser shall identify the location of skid trails, cable yarding corridors, 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 with cutting the following conditions must be met:
- (a) All skid trails or cable yarding corridors upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contract and shall be limited to the

minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Authorized Officer, the width of each skid trail shall be limited to fourteen (14) feet and each cable yarding corridor shall be limited to twenty (20) feet.

- (b) The Purchaser may immediately cut and remove additional timber to clear skid trails and cable yarding corridors; and provide tailhold, tieback, guyline, lift, and intermediate support trees; and clear danger trees when the trees have been marked with high visibility blue paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Section 3(b) of the contract or sufficient bonding has been provided in accordance with Section 3(f) of the contract.
- (c) 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 trees otherwise reserved in Section 41 of the contract or any tree that exceeds thirty-six (36) inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Section 8 of the contract.
- (d) 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.
- (e) 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.
- (f) The Government may reserve trees previously designated for cutting and removal by applying orange paint as replacements for additional trees cut and removed for skid trails and/or cable yarding corridors when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the

management prescription(s). 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.

- (13) In accordance with the requirements of Section 8 of the contract it has been determined that it is in the best interest of the Government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in the Contract Area, which is obstructing needed skid trails or cable yarding corridors, hazardous to workers, needed for guyline, tailhold, and tieback trees, severely damaged from the normal conduct of felling or yarding operations to meet all applicable State safety laws, codes or regulations. This timber must be cut or removed so that the Purchaser can continue active falling or 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:
- (a) Trees reserved for the tree improvement program and trees reserved for the wildlife habitat objectives are not included in the authorization.
 - (b) The Purchaser shall identify each tree sold and cut in accordance with the provision by marking the cut surface of the stump and the bottom log immediately after falling with high visibility paint. The stump shall be marked by flagging the location of the stump with plastic fluorescent pink ribbon hung within five (5) feet of the stump at eye level so that the stump can be visually located from a distance of not less than one hundred (100) feet.
 - (c) The volume and price for such timber shall be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and paid for by the Purchaser in accordance with Section 3(b) or 3(f) of the contract as required by Section 8 of the contract.
 - (d) No timber may be cut or removed under the terms of this provision until all contract payments required by Section 3(b) or 3(f) of the contract have been made.
 - (e) 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 high visibility paint.
 - (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 tree in or adjacent to skid trails 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 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 twenty-four (24) hours old) documentation of cut and removed timber.

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

If the permission to cut and remove additional timber provision is withdrawn, the Purchaser shall inform the Authorized Officer at least two (2) working days prior to the need for cutting and yarding any guyline tree, tailhold tree, tie-back tree, danger tree, and corridor 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 corridors and/or ground-based equipment skid trails upon which timber may be cut and removed in accordance with this special provision must be needed for the removal of timber sold under this contract and shall be limited to the narrowest width necessary for the yarding of logs with minimum damage to reserved trees.

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

Section 42(B) Miscellaneous:

- (1) The Government, at its option, may administratively check scale any portion of the timber removed from the Contract Area, and if necessary, conduct check scaling of independent scalers contracted to BLM for administrative check scaling purposes. The Purchaser hereby agrees to make such contract timber available for such scaling at a location or locations to be approved in writing by the Authorized Officer. At the approved location or locations, the Purchaser shall provide an area for logs to be safely rolled out for scaling, to unload logs from trucks, place logs in a manner so that both ends and three faces of each log are visible for scaling, and to reload or remove logs after scaling has been completed. In the event that BLM elects to administratively check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows: If the entire sale is check scaled, the purchase price of this contract shall be reduced by Three thousand fifty-four and 00/100 dollars (\$3,054.00). In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of (\$3,054.00) 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 Eastside

Scribner Decimal C Rules by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report will be made available to the Purchaser upon request.

Section 42(C) Environmental Protection:

- (1) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall clean road surfaces, cut banks, landings, ditch lines and culverts of all debris created by logging operations.
- (2) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall steam clean or pressure wash all logging and road building equipment, except logging trucks and crew transport, prior to initial move-in, to minimize the likelihood of introducing noxious weeds to the Contract Area. Equipment washing shall occur at a location approved by the Authorized Officer. Equipment will be visually inspected by the Authorized Officer prior to use. Any logging or road building equipment removed from the Contract Area during the duration of the contract must be steam cleaned or pressure washed before it is returned to the Contract Area. Cleaning shall be defined as removal of all dirt, grease, plant parts and material that may carry noxious weed seeds.
- (3) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall winterize all native surfaced roads constructed or renovated under Section 42(D)(1) or any portion thereof, in accordance with the plans and specifications shown on Exhibits C and D, which are attached hereto and made a part hereof, and in accordance with the following stipulations:
 - (a) The Purchaser intends to use the native surfaced roads or portions thereof for more than a single operating season; or, circumstances require that the native surfaced roads or portions thereof over-winter before decommissioning.
 - (b) Winterizing shall consist of water-barring, blocking and mulching to the satisfaction of the Authorized Officer.
 - (c) Winterizing shall take place at the end of the operating season as described in Section 42(D)(2) of this contract, or as directed by the Authorized Officer.
- (4) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall, upon completion of logging operations and machine piling and covering operations, perform sub-soiling operations on approximately six tenths (0.6) mile of compacted skid trails and associated equipment/decking areas, located in the ground-based portions of Harvest Areas, as shown on Exhibit A, and in accordance with the following stipulations:
 - (a) All sub-soiling equipment shall be inspected and approved by the Authorized Officer before sub-soiling operations begin.
 - (b) Slash and other organic debris, including some topsoil, will cover at least fifty (50) percent of the sub-soiled area, where levels of this material are in enough abundance. Water bars shall be constructed concurrently with sub-soiling operations on grades steeper than ten (10) percent, as directed by the Authorized Officer.

- (c) Sub-soiling shall occur during the same dry season as ground-based harvesting, as described in Section (42)(A)(10)(b), and be accomplished prior to October 15, unless otherwise approved by the Authorized Officer.
 - (d) The compacted surfaces of main skid trails and associated equipment/decking areas shall be sub-soiled (broken up, loosened and de-compacted) using excavator attachments, log loader tongs or other approved equipment.
 - (e) Sub-soiling shall be completed to a minimum depth of eighteen (18) inches below the ground surface, unless otherwise approved by the Authorized Officer.
 - (f) Treated areas shall span the total width of compaction, as identified by the Authorized Officer. At least eighty (80) percent of the compacted soil profile shall be shattered. No more than fifty (50) percent of the treated compacted soil shall have clods greater than two (2) inches in diameter, unless otherwise approved by the Authorized Officer.
 - (g) Sub-soiling shall not occur within a five (5) foot radius of the boles of residual trees where major roots can be cut, mangled or pulled, unless otherwise directed by the Authorized Officer.
 - (h) Equipment shall not be allowed to operate on slopes in excess of thirty-five (35) percent or to cross streams or drainages unless approved by the Authorized Officer. Examples to the thirty-five (35) percent exception include situations such as small inclusions of steeper slopes, connecting trails to isolated ground-based harvest areas, or the use of existing trails that could be used without causing undue effects to the soil.
- (5) The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:
- (a) 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;
 - (b) 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;
 - (c) 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;
 - (d) 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;
 - (e) 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;

- (f) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or
- (g) species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the Record of Decision (ROD) and Resource Management Plan (RMP), and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
- (h) 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 thirty (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 thirty (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 fifteen (15) days after the bill for collection is issued, subject to Section 3(j) of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

In the event of a suspension period or a combination of suspension periods that exceed a total of thirty (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, survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

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

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

Section 42(D) Road Construction - Maintenance – Use:

- (1) The Purchaser shall construct and renovate, including daylighting as shown on the Exhibits A and C, all roads in strict accordance with the plans and specifications shown on Exhibit C. All native surfaced spurs and roads to be constructed or renovated shall be used for harvest operations by October 15 of each calendar year, then decommissioned in the same respective operating season. Decommissioning may include water barring, slashing, blocking and removal of culverts. Refer to Exhibit D for details. Any required construction or renovation, including daylighting, of structures and roads shall be completed and accepted, in accordance with Section 18, prior to the removal of any timber, except right-of-way timber, over that road.

- (2) No road construction or renovation shall be conducted on the Contract Area between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive (wet season), unless otherwise approved by the Authorized Officer.
- (3) The Purchaser is authorized to use the roads listed and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management for the removal of Government timber sold under the terms of this contract, provided that the Purchaser pay the required maintenance and rockwear obligations described in Section 42(D)(4). Any road listed on Exhibit D and requiring improvement or renovation in Exhibit C of this contract shall be maintained by the Purchaser until receiving written acceptance of the improvement or renovation from the Authorized Officer. The Purchaser shall pay current Bureau of Land Management maintenance and rockwear fees for the sale of additional timber under modification to the contract.
- (4) The Purchaser shall pay the Government a road maintenance and rockwear obligation in the amount of Fifteen thousand nine hundred seventy-two and 13/100 dollars (\$15,972.13) for the transportation of timber included in the contract price over roads listed and shown on Exhibit D, which are under the jurisdiction of the Bureau of Land Management. The above road maintenance and rockwear amount is for use Nine (9.0) 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 Five Hundred and No/100 dollars (\$500.00) payable in the same manner as and together with payments required in Section 3 of this contract.
- (5) The Purchaser shall perform any required road repair and maintenance work on roads used by them, under the terms of Exhibit D of this contract.
- (6) The Purchaser also agrees that if they elect to use any other private road which is the subject of a right-of way agreement with the Government for the removal of Government timber sold under the terms of this contract, the Purchaser shall request and agree to the modification of this contract to provide for such use and for allowances for amortization of the Government's share of the capital investment of any such road.

Section 42(E) Fire Prevention and Control:

- (1) Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.

Section 42(F) Slash Disposal and Site Preparation:

- (1) 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:
 - (a) Prior to commencement of any operation under Section F (Slash Disposal and Site Preparation) of this contract, a slash disposal prework conference between the Purchaser's

representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All slash disposal and site preparation shall be done in accordance with the plans developed at the prework conference.

- (b) Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of Purchaser's operations under the terms of this contract.
 - (c) Machine pile all slash yarded to the landings and within fifty (50) feet of all landings. Piling is to be completed within thirty (30) days of the completion of yarding for each landing. Piles are to be tight and free of dirt.
 - (d) Cover each landing pile with a minimum ten (10) foot by ten (10) foot sheet of four (4) mil. black plastic, unless otherwise directed by the Authorized Officer, to meet ignition and combustion needs. The cover shall be firmly fixed or weighed down to hold in place. Covering shall be done concurrently with piling.
- (2) Hand pile and cover all slash in portions of Harvest Areas No. 2, No. 3 and No. 6, as shown on Exhibit E, or as directed by the Authorized Officer, in accordance with the following specifications:
- (a) All logging slash and slashed brush more than two (2) feet long and between one (1) and six (6) inches in diameter at the large end shall be hand piled and covered. Larger material which has a portion meeting this specification must be bucked at the six (6) inch diameter, and that portion piled.
 - (b) Piles shall be located as directed by the Authorized Officer. No pile shall be located on down logs or within ten (10) feet of any other pile, orange painted reserve trees, or the unit boundary, unless approved by the Authorized Officer. Some piles may be located against the uphill side of selected orange painted reserve trees as designated by the Authorized Officer in order to create snags for wildlife habitat.
 - (c) Maximum pile size shall be eight (8) feet in diameter by six (6) feet in height. Minimum pile size shall be four (4) feet in diameter by four (4) feet in height.
 - (d) Covering shall be done concurrently with piling. A minimum of fifty (50) percent of the pile is to be covered using four (4) mil. black plastic or equivalent, and anchored or weighted down to the satisfaction of the Authorized Officer.
 - (e) Operations required by this provision shall begin within thirty (30) days after completion of logging of each Harvest Area and shall be concluded within sixty (60) days after completion of logging of each Harvest Area.

Section 42(G) Log Exports:

- (1) All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8¾) inches in thickness; (3) split or round bolts or other

roundwood not processed to standards and specifications suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timber, regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp, and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8¾) inches in thickness or less; (6) shakes and shingles.

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

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

- (a) Date of last export sale.
- (b) Volume of timber contained in last export sale.
- (c) Volume of timber exported in the past twelve (12) months from the date of last export sale.
- (d) Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.
- (e) Volume of timber exported in succeeding twelve (12) months from date of last export sale.
- (f) Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.

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

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

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

Orb Weaver Seasonal Restrictions Matrix

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 Restricted Times Are Darkly Shaded

Sale Area	Activity	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
		1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Harvest Areas 1,2,4,5,7,9,11&12	Falling and bucking ³																								
	Cable yarding on rock roads ³																								
	Loading or hauling on rock roads																								
Harvest Area 3	Falling and bucking ³																								
	Cable yarding on native surface roads ^{2,3}																								
	Cable yarding on rock roads ³																								
	Loading or hauling on native surface roads ²																								
	Loading or hauling on rock roads																								
Harvest Areas 6,8 &10	Falling and bucking ³																								
	Cable yarding on rock roads ³																								
	Ground-based yarding and sub-soiling ^{1,3}																								
	Loading or hauling on rock roads																								
Road Construction and Renovation	Right-of-way logging and clearing, road construction, renovation, daylighting and/or decommissioning ²																								

¹Wet season restriction: ground-based yarding (October 15 –July 15) may be shortened or extended depending on weather conditions.

²Wet season restriction: native surface roads and road construction (October 15-May 15) may be shortened or extended depending on weather conditions

³Bark slip seasonal restriction (April 15 – July 15) may be conditionally waived.

Note: This matrix is intended to serve prospective purchasers as a guide only.

Refer to the contract Special Provisions for a full statement of the seasonal operating restrictions.