

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Salem District Office
1717 Fabry Road, S.E.
Salem, Oregon 97306

ORS000-TS12-303
Parker Bear Reoffer T. S.

Date: October 14, 2011

PROSPECTUS

THIS IS A PROSPECTUS ONLY. ATTACHMENTS MAY NOT INCLUDE ALL EXHIBITS REFERRED TO IN THE CONTRACT. THE COMPLETE CONTRACT, INCLUDING ALL EXHIBITS, IS AVAILABLE FOR INSPECTION AT THE SALEM DISTRICT OFFICE.

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or his representative, in the timber sale room at the District Office, 1717 Fabry Road, S.E., Salem, Oregon. The timber sale will commence at 9:00 a.m., on Wednesday, November 16, 2011.

THIS TIMBER SALE NOTICE does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003-Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in the Corvallis Gazette Times on or about October 19, 2011. 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.

AN ENVIRONMENTAL ASSESSMENT was prepared for each timber sale tract, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for each timber sale tract at the Salem District Office.

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

THE SUCCESSFUL BIDDER, as a condition of award, will be required to sign Form 1140-6, a certification that the bid was arrived at by the bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. Form 1140-7, Equal Opportunity Affirmative Action Program Representation, must be completed by the successful bidder for all contracts over \$10,000. Form 1140-8, Equal Opportunity Compliance Report Certification, must also be completed by the successful bidder. Form 5450-17, Export Determination, must be completed by the successful bidder. To expedite procedure, this form should be completed and submitted with the written bid.

THE VOLUMES LISTED herein are estimates only. The sale volumes listed are 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 advertised appraised price. The Purchaser shall be liable for the total purchase price, without regard to the amount bid per unit, even though the quantity of timber actually cut or removed or designated for taking is more or less than the estimated volume or quantity so listed.

THIS TIMBER SALE has been cruised based upon Eastside Scribner board foot measure. The minimum bid figures shown by species are dollars per thousand board feet (MBF). The minimum bid increment will be \$0.10 per MBF.

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. A minimum performance bond of not less than \$500 will be required for all installment contracts less than \$2,500.

QUALIFIED SMALL BUSINESS concerns may apply to SBA for a loan to provide financing for access road construction required under the terms of qualifying timber sale contracts, and necessary contract changes will be made. Approval of loan applications rests with SBA and may be contingent on availability of funds. Applicants for such loans shall notify BLM of their intention to apply for a loan.

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, responsible or refuses to respond within fifteen (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.

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 5420, as amended. 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.

CONTRACT TERMINATION: 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 Salem 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.

ADDITIONAL INFORMATION concerning this timber sale tract is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office.

Attachments:

Form 1140-4
Form 5450-17
Form 5440-9

TIMBER SALE NOTICE

SALEM DISTRICT
MARYS PEAK RESOURCE AREA
ALSEA-RICKREALL MASTER UNIT

SALE DATE: NOVEMBER 16, 2011

ORS000-TS12-303, Parker Bear Reoffer Timber Sale

BENTON COUNTY, OREGON: O&C: ORAL AUCTION: BID DEPOSIT REQUIRED: \$91,100.00.
All timber designated for cutting on E $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 29; E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Section 32 and W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 33, T. 12 S., R. 7 W.; and Lots 1, 2, 3, and 4, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, Section 5, T. 13 S., R. 7 W., W.M

THIS TIMBER SALE HAS BEEN CRUISED BASED UPON EASTSIDE SCRIBNER MEASURE.

Minimum bid figures shown by species are dollars per thousand board feet (MBF). The minimum bid increment will be \$0.10 per MBF.

Approx. No. Merchantable Trees	Est. Vol. MBF 32' Log	Est. Vol. CCF	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Volume X Appraised Price
19,625	2,792	6,694	Douglas-fir	3,490	\$168.30	\$587,367.00
18,530	2,352	5,636	Western hemlock	2,940	\$110.00	\$323,400.00
38,155	5,144	12,330	Totals	6,430		\$910,767.00

LOG EXPORT AND SUBSTITUTION RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and also prohibited from substitution of exported private timber.

CRUISE INFORMATION: The timber volumes were based on a variable plot cruise for estimating board foot volume of trees in 16-foot logs. Approximately 0% of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is 13.2 inches DBHOB; the average log contains 42 board feet; the total gross volume is approximately 6,659 MBF; and 97% recovery is expected.

CUTTING AREA: Eleven units totaling approximately 247 acres shall be partial cut. Acres shown on Exhibit A have been computed using a Trimble Pro XL Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

CONTRACT TERMINATION: Special Provisions have been added to the contract which enables the Contracting Officer to suspend, modify or terminate the contract to protect or to facilitate protection of certain plant or animal species, and to comply with the Endangered Species Act or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Record of Decision for Amendments to Forest Service and Bureau of Land Management Planning Documents Within the Range of the Northern Spotted Owl. This contract provision limits the liability of the Government to the actual cost incurred by the Purchaser which have not been amortized by the timber removed from the contract area.

DURATION OF CONTRACT: Will be 36 months for cutting and removal of timber.

LOCATION: The Parker Bear Density Management timber sale is located approximately eleven air miles west of Philomath, Oregon. From the town of Philomath, proceed west on Oregon Highway 34 approximately 8 miles to the beginning of the Marys Peak Road 13-7-2. Proceed west on the Marys Peak Road approximately 2 miles to the beginning of the Yew Creek Road 13-7-4. Proceed north on the Yew Creek Road approximately 1 mile to access Unit 1 of the sale. See Exhibit A and vicinity map for details.

ACCESS AND ROAD MAINTENANCE: Access is provided by the Bureau of Land Management, Weyerhaeuser Company and United States Forest Service controlled Roads.

In the use of Bureau of Land Management controlled roads – Bureau of Land Management maintenance, the Purchaser shall pay to the Bureau of Land Management road maintenance and rockwear fee of thirty thousand three hundred eleven and 24/100 dollars (\$30,311.24) for timber and mineral haul.

In the use of Bureau of Land Management controlled roads – purchaser maintenance, the purchaser will be required to perform maintenance on approximately 5.40 miles of existing constructed roads and pay a rockwear fee of eight hundred forty and 31/100 dollars (\$840.31) to the Bureau of Land Management for timber and mineral haul.

Purchaser maintenance shall include frequent blading and shaping of road surface; ditch, culvert, and catch basin cleaning; and removal of minor slides and other debris. Roads shall be left in a condition to withstand adverse weather at the end of the seasonal operations.

In the use of Weyerhaeuser Company controlled roads – Bureau of Land Management maintenance, the purchaser will be required to comply with the conditions of Right-of-Way and Road Use Agreement S-805. The purchaser shall enter into a road use permit with Weyerhaeuser Company and pay to Weyerhaeuser Company a road use fee of one thousand four hundred four and 00/100 dollars (\$1,294.00) and carry liability insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000.

In the use of United States Forest Service controlled roads – United States Forest Service maintenance, the purchaser shall enter into a license agreement with the United States Forest Service and pay to the United States Forest Service a road maintenance and rockwear fee of thirty two thousand three hundred thirty nine and 62/100 dollars (\$32,339.62); an investment sharing fee of twenty one thousand eight hundred ninety six and 62/100 dollars (\$21,896.62); carry liability insurance with limits of \$250,000/\$500,000/\$250,000; and provide a performance bond in the amount of \$1000.00 for timber and mineral haul.

Alternate access is available but will require a contract modification. Contact district personnel for more detailed information.

ROAD RENOVATION: The Purchaser will be required to do all work set forth below. The Purchaser shall supply all materials unless otherwise indicated.

1. **Road Renovation:**

Yew Creek Road (M.P. 0.00 to M.P. 3.72), 19,642 feet, 16-foot subgrade
Surfacing – Spot Rocking, Scarification and Blading.
Roadside Brushing, Ditch Restoration.

Yew Creek Road (M.P. 3.72 to M.P. 6.50), 14,678 feet, 16-foot subgrade
Surfacing – Spot Rocking.
Roadside Brushing

Road 12-7-32 (M.P. 0.00 to M.P. 1.22), 6442 feet,
Roadside Brushing

Road 12-7-32.1 (M.P. 0.00 to 2.08), 10982 feet
Roadside Brushing

Road 12-7-32.3/ 12-7-33.1 (M.P. 0.00 to 0.47), 2,482 feet
Roadside Brushing

Road 12-7-33 Seg. D (M.P. 0.00 to 0.39), 2,059 feet
Roadside Brushing

Road 12-7-33.2 (M.P. 0.00 to 0.23), 1,214 feet
Roadside Brushing.

Road P6 (MP 0.00 to 0.20), 1,056 feet
Roadside Brushing

Road R5 (MP 0.00 to 0.34) 1,795 feet
Roadside Brushing

6. Aggregate Material:

Quantity:

1,000 cubic yards

Description:

4 inch aggregate base course

Rock Source:

Alsea Commercial quarry – NE1/4, Section 18, T.14 S., R.7 W., W.M.

Watering: 28,486 Gallons

Rolling: 10 Hours

SPECIAL ATTENTION ITEMS:

- Sec. 40.a-e. Reserved timber
- Sec. 41.g-h. Skyline yarding requirements
- Sec. 41.i. Ground-based yarding requirements
- Sec. 41.k. Log length requirements
- Sec. 41.m-n. Yarding through the reserve area
- Sec. 41.o-s. Seasonal restrictions
- Sec. 41.u. Landing clean-up

- Sec. 41.v. Road renovation, maintenance and use
- Sec. 41.y. Use of Bureau of Land Management and Weyerhaeuser Company roads and road maintenance and rockwear fees (\$30,311.24) payable to the Bureau of Land Management
- Sec. 41.aa. Use of Bureau of Land Management roads and rockwear fees (\$840.31) payable to the Bureau of Land Management
- Sec. 41.cc. Use of United States Forest Service roads and road maintenance and rockwear fees (\$32,339.62) and an investment sharing fee (\$21,896.62) payable to the United States Forest Service
- Sec. 41.dd. Roads authorized for use and compliance with R.W.A. S-805. Road use fee (\$1,294) payable to Weyerhaeuser Company
- Sec. 41.ff. Road decommissioning
- Sec. 41.ii. Grass seeding
- Sec. 41.ll. Optional check scaling
- Sec. 41.nn. Log export restriction

DESIGNATION AND SALE OF ADDITIONAL TIMBER (Sec. 41.j.)

This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient purchaser operations. These provisions include:

- The designation and sale of additional timber, such as corridor and guyline trees, at contract price, as necessary to facilitate safe and efficient logging. Such trees may be felled and removed when they are painted by the Authorized Officer;

- Sale of additional timber volume at current fair market value where the species and/or size of trees are not representative of the forest stand(s) being thinned;

- Government reservation of trees previously marked for cutting (replacement) when the Authorized Officer determines that it is necessary in order to maintain stand densities consistent with objectives set forth in management prescriptions;

- The use of unilateral modifications executed by BLM for such additional timber and replacement timber;

- Revocation of the Purchaser's right to cut additional timber if the Authorized Officer determines that trees have been cut and removed that were not previously marked and approved for cutting and removal by the Authorized Officer; and,

- It is estimated that approximately 754 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

SEASONAL RESTRICTION MATRIX

Activity	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Ground-based yarding												
Skyline yarding												
Timber hauling *												
Road renovation ditch restoration												
Limited daily operation of power equipment – Unit 11 only												
Generally allowed												
Generally not allowed – or restriction applies												

* Except for Spurs P1 and P4, USFS Road 30, and Marys Peak Road 13-7-2 (all season haul).

TIMBER SALE CONTRACT SPECIAL PROVISIONS

Sec. 40. RESERVED

- a. All timber on the Reserve Areas shown on Exhibit A and all painted orange and/or posted trees which are on or mark the boundaries of the Reserve Areas.
- b. All trees marked with orange paint in the Partial Cut Areas shown on Exhibit A.
- c. All existing down logs in the Partial Cut Areas shown on Exhibit A.
- d. All snags in the in the Partial Cut Areas shown on Exhibit A, except as otherwise provided in this contract.
- e. All trees other than Douglas-fir and western hemlock in the Partial Cut areas shown on Exhibit A.

Sec. 41. Special Provisions

LOGGING

a. Periodic Payment and First Installment Adjustment

1. Notwithstanding the provisions of Sec. 3(b), the amount of the first installment maybe reduced by the Government when the Contracting Officer requests the Purchaser to interrupt or delay operations for a period expected to last more than thirty (30) days during the operating season. Such interruption or delay must be beyond the Purchaser's control. Operating season shall be defined, for this purpose, as the time of the 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 Sec. 3(b), during the delay period. The Purchaser must request such a reduction in writing. When the Contracting Officer notifies the Purchaser that the operations may proceed, the Purchaser shall have fifteen (15) days after such notification to return the first installment to the full value specified in Sec. 3(b). Failure to return the first installment to the full value within the allotted time will be considered a material breach of contract. No timber shall be cut or removed from the Contract Area until the first installment is restored to the full amount.

2. Notwithstanding the provisions of Sec. 3(b), adjustments in the due dates for periodic payments maybe 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 Sec. 3(b).

b. 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. The Purchaser shall provide a minimum of seven (7) days' notice when requesting the scheduling of a prework conference.

c. Before beginning operations on the Contract Area for the first time or after a shutdown of fourteen (14) or more days, the Purchaser shall notify the Authorized Officer in writing of the date he plans to begin operations. This written notification must be received by the Authorized Officer no less than fourteen (14) days prior to the date the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of seven (7) or more days.

d. All snags located in the Partial Cut Areas shown on Exhibit A that must be felled to comply with Sec. 28, Safety and Health of this contract shall be felled by the Purchaser.

e. No trees may be felled in or into the Reserve Areas designated on Exhibit A, or adjacent private land, unless expressly authorized by other provisions of this contract. Tops, limbs, and other logging debris entering the Reserve Areas from felling operations shall be pulled back into the Partial Cut Areas shown on Exhibit A.

f. All trees designated for cutting which are within one hundred (100) feet of the Stream Protection Zones shown on Exhibit A shall be felled away from the Stream Protection Zones. Trees or portions of trees falling within any Stream Protection Zone shall be reserved from removal.

g. In the Partial Cut Area-Skyline Yarding shown on Exhibit A, in areas with adequate guyline anchors, yarding shall be done with a standing skyline-type cable system. The skyline-type system shall be equipped with a clamping, energized or mechanical slackpulling carriage capable of yarding fifteen hundred (1,500) feet slope distance from the landings and having at least seventy-five (75) feet lateral yarding capabilities. The carriage shall be capable of being held in position on the skyline during all lateral yarding and shall be able to pass intermediate support jacks as required. Skyline yarding roads shall be spaced an average of one hundred fifty (150) feet apart at the point where the skyline intersects the Partial Cut Area boundaries. Skyline yarding roads shall be located perpendicular to the yarding slope unless otherwise approved by the Authorized Officer. The Purchaser shall directionally fall trees into the lead with the yarding direction. The leading end of all logs shall be transported free of the ground during yarding. The rigging of tail or lift trees, intermediate supports, and use of tailholds outside the Partial Cut Areas shall be required where necessary to meet this requirement.

h. In the Partial Cut Area-Skyline Yarding shown on Exhibit A, in areas without adequate guyline anchors, yarding shall be done with equipment capable of cable yarding without the use of guyline anchors. The cable system shall be equipped with a clamping, energized slackpulling carriage capable of yarding eight hundred (800) feet slope distance from the landings. The carriage shall be capable of being held in position on the skyline during all lateral yarding. Skyline yarding roads shall be spaced an average of one hundred fifty (150) feet apart at the point where the skyline intersects the Partial Cut Area boundaries. Skyline yarding roads shall be located perpendicular to the yarding slope unless otherwise

approved by the Authorized Officer. The Purchaser shall directionally fall trees into the lead with the yarding direction. The leading end of all logs shall be transported free of the ground during yarding. The rigging of tail or lift trees and the use of tailholds outside the Partial Cut Areas shall be required where necessary to meet this requirement.

i. In the Partial Cut Area - Ground-Based Yarding shown on Exhibit A, all yarding shall be done by equipment operated on designated skid roads. Skid roads shall generally be restricted to slopes less than 35% and be located perpendicular to the slope to minimize road cutting. Skid roads shall be spaced no closer than 150 feet apart unless otherwise agreed to by the Authorized Officer. All trees that must be removed to facilitate construction of these skid roads shall be felled prior to falling operations in the remainder of this area. The Purchaser shall directionally fall trees into the lead with the skidding direction and winch or carry to these trails. No yarding equipment shall be permitted to operate off these skid roads

j. Before cutting and removing any trees necessary to facilitate logging in the Partial Cut Areas shown on Exhibit A, the Purchaser shall identify the location of the skid roads, cable yarding roads, 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:

(1) All skid roads and 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 twelve (12) feet.

(2) 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 or green colored 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 Sec. 3. (b). of the contract or sufficient bonding has been provided in accordance with Sec. 3. (d). of the contract.

(3) 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 Sec. 9 of the contract; or, the Authorized Officer determines that all trees other than Douglas-fir and western hemlock otherwise reserved in Section 40 of the contract or any Douglas-fir tree that exceeds twenty four (24) inches diameter at breast height, or any western hemlock tree that exceeds twenty-two (22) 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.

(4) 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.

(5) 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 Sec. 8 or Sec. 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.

(6) The Government may reserve trees previously designated for cutting and removal by blacking out blue paint or by applying orange paint as replacements for additional trees cut and removed for skid roads and/or cable yarding roads 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.

k. In the Partial Cut Areas shown on Exhibit A, all trees designated for cutting shall be felled and cut into log lengths not to exceed forty (42) feet before being yarded.

l. No yarding or loading is permitted in or through the Reserve Areas shown on Exhibit A except as otherwise provided in this contract.

m. In the in the approximate location in which Skyline Yarding is allowed in the Reserve Area in Unit 7 as shown on Exhibit A, the leading end of all logs shall be transported free of the ground during yarding.

n. In the approximate location in which Skyline Yarding is allowed in the Reserve Area in Unit 4 as shown on Exhibit A, the full length of all logs shall be transported free of the ground during yarding.

o. No ground-based yarding shall be conducted on the Partial Cut Areas shown on Exhibit A between October 15 of one calendar year and July 15 of the following calendar year, both days inclusive, or during other periods of wet soil conditions as determined by the Authorized Officer.

p. No skyline yarding shall be conducted on the Partial Cut Areas shown on Exhibit A between April 15 and July 15 of each calendar year, both days inclusive, or during any period of high sap flow as determined by the Authorized Officer.

q. No road renovation ditch restoration shall be conducted on the Contract Area shown on Exhibit A between October 31 of one calendar year and May 1 of the following calendar year, both days inclusive, or during other periods of wet soil conditions as determined by the Authorized Officer.

r. No timber hauling shall be conducted between October 31 of one calendar year and May 1 of the following calendar year, both days inclusive, or during other periods of wet soil conditions as determined by the Authorized Officer on all roads except for Spurs P1 and P4, USFS Road 30, and Marys Peak Road 13-7-2, where year-round hauling is allowed.

s. In Unit 11, daily operation of power driven equipment shall be limited to the period of 2 hours after sunrise until 2 hours before sunset between April 1 and September 15 of each calendar year, both days inclusive

t. 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.

u. Within thirty (30) feet of the edge of each landing and in areas of heavy slash accumulations along all roads adjacent to the Partial Cut Areas shown on Exhibit A, all logs, tops, and debris shall be decked or windrowed as directed by the Authorized Officer, except logs sold and removed from the Contract Area. No landing debris shall be dozed off the landings and covered with dirt. Piles shall not be closer than ten (10) feet from reserve trees and snags or twenty-five (25) feet from unit boundaries. Upon completion of piling the Purchaser shall prepare the piles for burning by securely covering each pile with polyethylene plastic film a minimum of 0.004 inch thick and at least ten (10) feet wide by ten (10) feet long. Covering shall be anchored to the satisfaction of the Authorized Officer. The Purchaser shall be required to furnish the covering materials.

ROAD RENOVATION, MAINTENANCE, AND USE

v. The Purchaser shall renovate approximately 60,350 feet of road in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof.

w. Any required road renovation shall be completed and accepted prior to the removal of any timber, except right-of-way timber, over that road.

x. The Purchaser is authorized to use the roads listed below and shown on Exhibit E which are under the jurisdiction of the Bureau of Land Management and Weyerhaeuser Company for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C, provided, that the Purchaser pay the required maintenance obligations described in Sec. 41.y. Any road listed below and requiring improvement or renovation in Exhibit C of this contract shall be maintained by the Purchaser until receiving written acceptance on the improvement or renovation from the

Authorized Officer. The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
13-7-4 Seg. B, D, H	2.89	BLM	Crushed Rock
12-7-33 Seg. A-C	0.79	BLM	Crushed Rock
13-7-18 Seg. D3-E	1.86	BLM	Crushed Rock
13-7-4 Seg. A, C	0.90	WEYCO	Crushed Rock

y. Provided, that the Purchaser shall pay the Government a road maintenance obligation of thirty thousand three hundred eleven and 24/100 dollars (\$30,311.24) for the transportation of any timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C included in this contract price over said roads. Unless the total rockwear amount is paid prior to commencement of operations on the Contract Area, payments shall be made in installments payable in the same manner as and together with payments required by Sec. 3 of this contract.

z. The Purchaser is authorized to use the roads listed below and shown on Exhibit E 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 comply with the conditions set forth in Sec. 41.bb. and pay the required rockwear obligation described in Sec. 41.aa. The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification to the contract

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
12-7-28 Seg. B(part), C	0.18	BLM	Natural
12-7-32 A-C(part)	1.22	BLM	Crushed Rock
12-7-32.1 A-B(part)	2.08	BLM	Crushed Rock
12-7-32.3 (part)	0.29	BLM	Crushed Rock
12-7-33 Seg. D	0.39	BLM	Crushed Rock
12-7-33.1 (part)	0.18	BLM	Crushed Rock
12-7-33.2	0.23	BLM	Natural
13-7-5.2 (part)	0.06	BLM	Crushed Rock
P1	0.08	BLM	Crushed Rock
P2	0.11	BLM	Crushed Rock
P3	0.05	BLM	Crushed Rock
P4	0.05	BLM	Crushed Rock
R5/P5	0.28	BLM	Crushed Rock
P6	0.20	BLM	Crushed Rock

aa. The Purchaser shall pay the Government a road maintenance obligation for rockwear in the amount of eight hundred forty and 31/100 dollars (\$840.31) for the transportation of timber included in the contract price and/or the hauling of rock as required in Exhibit C over the roads listed in Section 41.z. Unless the total maintenance amount is paid prior to commencement of operations on the contract area, payments shall be made in installments payable in the same manner as and together with payments required by Sec. 3 of this contract.

bb. As shown on Exhibit E, the Purchaser shall perform any 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.

cc. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of the Bureau of Land Management and U.S. Forest Service Interagency Right-of-Way Agreement dated May 20, 1980. These conditions include payment to The U.S. Forest Service a maintenance fee of thirty two thousand three hundred thirty nine and 62/100 dollars (\$32,339.62) and an investment sharing fee of twenty one thousand eight hundred ninety six and 62/100 dollars (\$21,896.62) payable at the time indicated in the road use permit. This document is available for inspection at the office of the Authorized Officer. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed road use permit. Default by the Purchaser of said Interagency Right-of-Way Agreement or any road use permit executed pursuant thereto, for failure to pay appropriate road maintenance, rockwear, and 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. The Purchaser will be required to carry liability insurance with limits of \$250,000/\$500,000/\$250,000 and a performance bond of \$1,000.00.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
30 (part)	1.33	U.S. Forest Service	Crushed Rock
13-7-2 (part)	5.24	U.S. Forest Service	Bituminous/ Crushed Rock

dd. In the use of the Weyerhaeuser Company road listed in Sec. 41. x. and shown on Exhibit E, the Purchaser shall comply with Right-of-Way and Road Use Agreement No. S-805 between the United States of America and Weyerhaeuser Company. These conditions include payment to Weyerhaeuser Company a road use fee of one thousand two hundred ninety four and 00/100 dollars (\$1,294.00). This document is available for inspection at the office of the Authorized Officer. Prior to the use of this 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 shall be considered a violation of this contract. The Purchaser will be required to carry liability insurance with limits of \$1,000,000 /\$1,000,000/\$1,000,000.

ee. With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users of roads included in Exhibit E of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on these roads.

ff. Upon completion of operations, the Purchaser shall decommission a portion of Road 12-7-32.1, 12-7-33.2, P1, P2, P3, P4, a portion of R5, and P6 in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof.

ENVIRONMENTAL PROTECTION

gg. If in connection with operations under this contract the Purchaser, his contractors, subcontractors, or the employees of any of them, discover, encounter, or become 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 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.

hh. Immediately following ground-based yarding activities for any operating season, the Purchaser shall construct water bars on ground-based yarding roads and barricade skid trails at haul road junctions with either log/dirt or root wad barriers as directed by the Authorized Officer. The location of waterbars and the location and type of barriers shall be approved by the Authorized Officer prior to construction.

ii. In addition to the requirements set forth in Section 25 of this contract, the Purchaser shall complete grass seeding on exposed soil on all Roads to be Constructed, skyline roads, ground-based skid roads, and landings as directed by the Authorized Officer. Grass seed and suitable equipment to apply seed shall be furnished by the Purchaser. Seed to be supplied shall meet the following requirements:

<u>SPECIES</u>	<u>RATE</u>
Red Fescue (<i>Festuca rubra</i>)	100%
Oregon Certified Seed (Blue Tag)	
Purity	95% minimum
Germination	85% minimum
Noxious Weed Content	None (Tested: None Found)

The Purchaser shall apply grass seed uniformly on the designated areas at a rate equal to forty (40) pounds per acre. Evidence of seed certification shall be furnished to the Authorized Officer prior to application. Grass seed which has become wet, moldy or otherwise damaged shall not be provided.

jj. The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:

- (1) 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;
- (2) when, in order to comply with the Endangered Species Act or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Salem District Record of Decision (ROD) and Resource Management Plan (RMP), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;

- (3) 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;
- (4) 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;
- (5) 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;
- (6) when, in order to comply with a court order, 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 \$1,000, or two (2) percent of the First Installment amount listed in Section 3.b. of the contract, whichever is larger. 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 occupied marbled murrelet sites in accordance with 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, marbled murrelet occupied site protection 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.

MISCELLANEOUS

kk. The Purchaser agrees that the United States, its power permittees, lessees, and licensees shall not be responsible or held liable or incur any liability for the damage, destruction or loss of any land, crops, facility installed or erected, income, or other property or investment resulting from the use of such lands or portions thereof for power developments at any time where such power development is made by or under the authority of the United States.

ll. 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 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 \$3,215.00. In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of \$3,215.00 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 the Northwest Log Rules, Eastside Scribner, 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.

FIRE PROTECTION

mm. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions when operating at Oregon Department of Forestry Industrial Fire Precaution Level (IFPL) I (Closed Fire Season). At IFPL II and III, additional fire prevention and control provisions may be added as determined by the Authorized Officer and specified in written instructions to the Purchaser to mitigate dry fuel and weather conditions:

1. 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. Provide and maintain in good repair, on the Contract Area, the following equipment for use during periods of fire danger:
 - (a) Fire fighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever people are working on the Contract Area. All fire fighting tools shall be kept in a sturdily constructed box which shall be painted red and lettered on the front or top in large letters "For Fire Only." The box shall have a hinged lid and a hasp by which the lid can be sealed. One (1) box may serve two landings, not over six hundred (600) feet apart. When filled, the box shall not weigh over two hundred (200) pounds. The fire tools shall be in good condition, be tight on strong handles, and have sharp cutting edges. There shall be not less than four (4) tools in each box nor less than one (1) tool for each person working on the Contract Area. Three-fourths (3/4) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.
 - (b) At each landing or such other place as the Authorized Officer shall designate during periods of operation, one fire engine of one thousand (1,000) gallons or more capacity with five hundred (500) feet of 1 ½ inch hose, five hundred (500) feet of 1 inch hose, 1-1½ inch gated wye, one 1 inch gated wye, 2 - 1½ to 1 inch reducer adapters and 3 - 1 inch nozzles. The fire

engine shall be equipped with a pump capable of delivering a minimum of forty (40) gallons per minute (gpm) water flow at one hundred fifty (150) pounds per square inch (psi) engine pressure through fifty (50) feet of 1½ inch fire hose. The pump may be either PTO driven or truck mounted auxiliary engine driven. All equipment shall be acceptable to and approved by the Authorized Officer and shall conform to the standards set forth in Oregon Revised Statutes 477.645 through 477.670 and any rule promulgated pursuant to these statutes. All hose couplings shall have the standard thread adopted by the BLM (1 ½ inch National Hose Thread (NH), 1 inch National Pipe Straight Hose Thread (NPSH) or be provided with suitable adapters. At the close of each working day, all fire engines shall be filled with water and made available for immediate use. This includes the keys or similar starting device to the fire engine.

(c) Two (2) backpack pumps at each landing and one (1) at each tail block, or any other block, all to be kept full of water and in good operating condition.

(d) A chemical fire extinguisher of at least eight (8) ounces minimum capacity of a type approved by the Oregon State Forester and a size 0 or larger shovel shall be carried during the closed fire season or periods of fire danger by each falling crew and each buckner using a power saw on the Contract Area. Such fire extinguisher shall be filled and in effective operating condition and shall at all times be immediately available to the operator when the saw is being fueled or the motor of the saw is running. Any fueling of a power saw shall be done in an area which has first been cleared of all flammable material. Power saws shall be moved at least twenty (20) feet from the place of fueling before the engine is started. Each power saw shall be equipped with an exhaust system and a spark arresting device which are of types approved by the Oregon State Forester.

3. Where blocks and cables are used on the Contract Area during periods of fire danger, the Purchaser shall remove all flammable material at least ten (10) feet from the place where the tail or any other block will hang when the cable is tight. Such clearings shall be inspected periodically by the Purchaser and shall be kept free of flammable material.

4. During ODF regulated use closure, no smoking shall be permitted outside of closed vehicles.

LOG EXPORT RESTRICTION

nn. All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export under the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs, except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards or specifications or suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American 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 timbers regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp, and pulp products; (3) green or dry

veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8-3/4) inches in thickness or less; (6) shakes and shingles.

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

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

1. Date of last export sale.
2. Volume of timber contained in last export sale.
3. Volume of timber exported in the past twelve (12) months from the date of last export sale.
4. Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.
5. Volume of timber exported in succeeding twelve (12) months from date of last export sale.
6. 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 "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 purchaser or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in the 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 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 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.

EQUAL OPPORTUNITY IN EMPLOYMENT

oo. Certification of Nonsegregated Facilities, Form 1140-3, is attached hereto and made a part hereof.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Bid, offer, or contract number
or other identification

ORS000-TS12-303

EQUAL OPPORTUNITY IN EMPLOYMENT
CERTIFICATION OF NONSEGREGATED FACILITIES

By the submission of this bid or offer and/or by entering into this contract, the bidder, offeror, lessee, subcontractor, or applicant certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means, but is not limited to, any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas,

time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed sub-contractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a sub- contract exceeding \$10,000 which is

not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

In accordance with 41 CFR 60, as amended May 19, 1967, and Executive Order No. 11246 of September 24, 1965, as amended, this certification is applicable to all bids, offers, contracts and subcontracts as well as agreements with applicants who are themselves performing federally assisted contracts, which may exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause of the Order.

United States Department of the Interior
BUREAU OF LAND MANAGEMENT

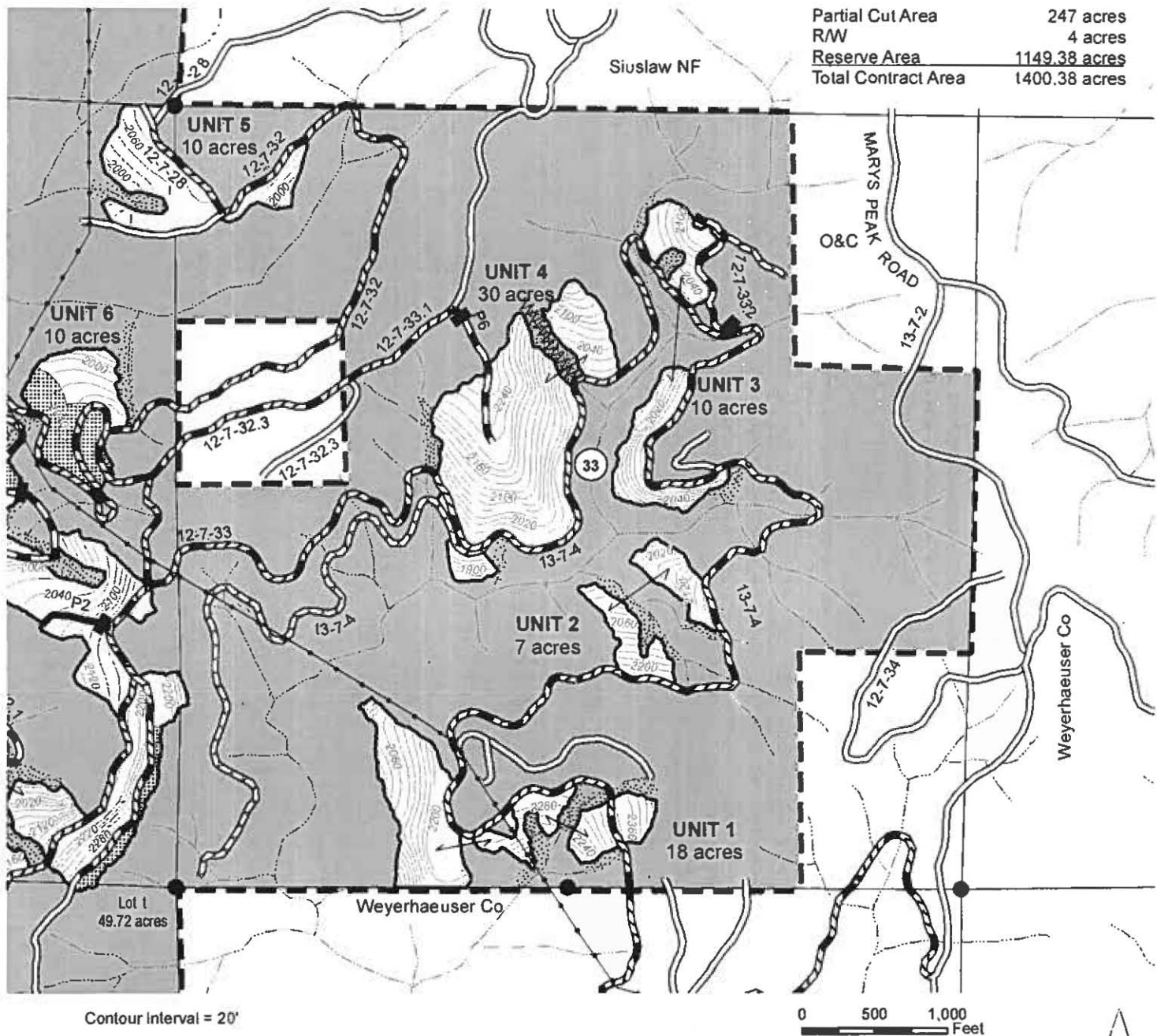
Parker Bear Reoffer T.S.

Exhibit A

TIMBER SALE CONTRACT MAP - CONTRACT NO. ORS000-TS12-303

Sheet 1 of 4

T. 12 S., R. 7 W., Section 33, W. M. - SALEM DISTRICT - OREGON



Contour Interval = 20'

0 500 1,000 Feet



- | | | |
|---|--|--|
| <ul style="list-style-type: none"> Powerline Found Corner Blue Mtn Rock Quarry Gate Barrier to be constructed following harvest operations Streams Existing Road Overgrown or Impassable Road | <ul style="list-style-type: none"> Road to be renovated and decommissioned Road to be renovated Road to be decommissioned Boundary - Cutting Area Boundary - Contract Area | <ul style="list-style-type: none"> Stream Protection Zone Skyline Yarding allowed in Reserve Area with one-end suspension Skyline Yarding allowed in Reserve Area with full suspension Partial Cut Area - Ground-based yarding Partial Cut Area - Skyline yarding Reserve Area |
|---|--|--|

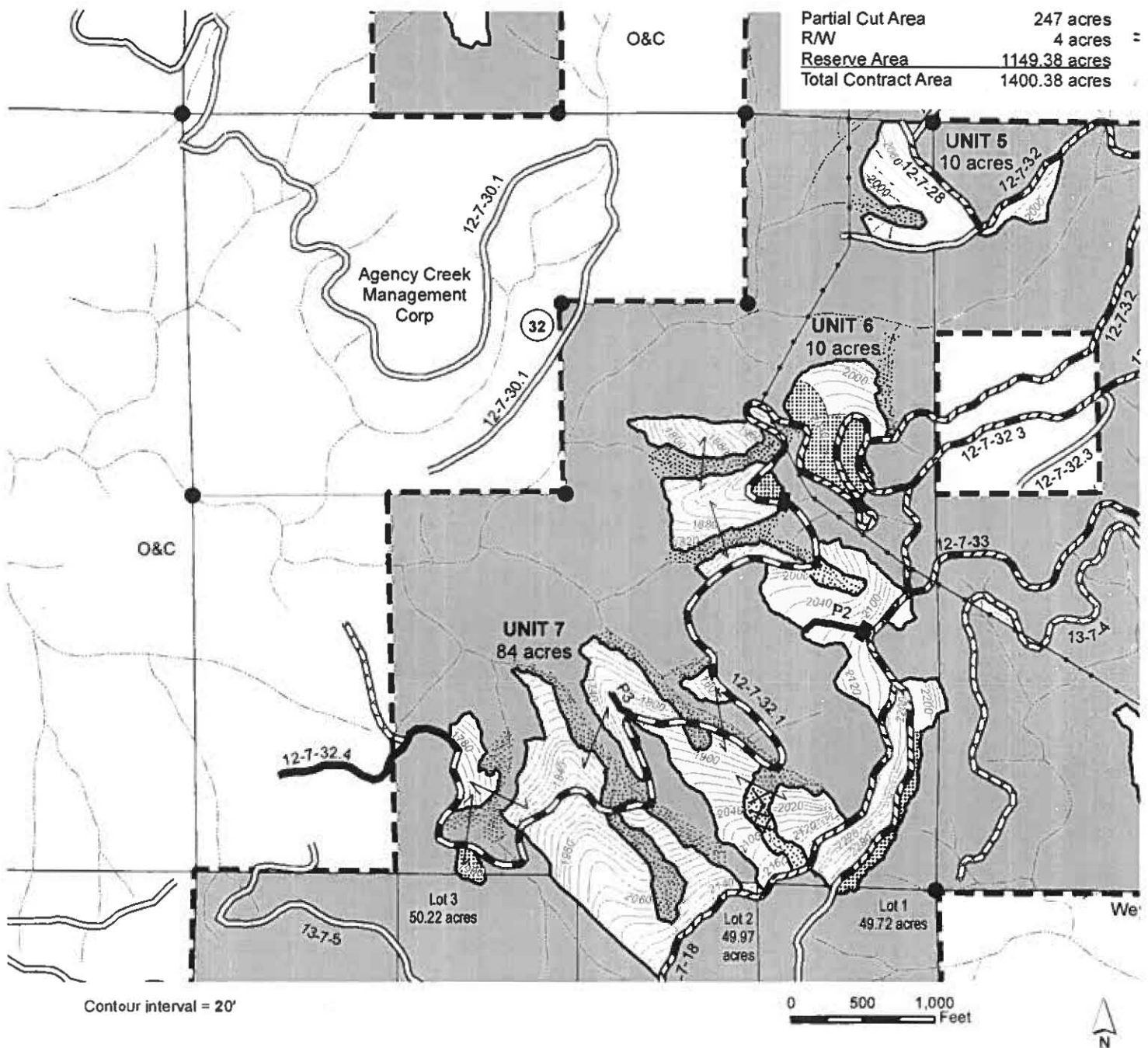
NOTES: Boundary of partial cut areas are painted orange and posted. Unit acres do not include existing roads. Acres shown on Exhibit A have been computed using a Trimble Pro XL Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.







TIMBER SALE CONTRACT MAP - CONTRACT NO. ORS000-TS12-303

Exhibit A

Sheet 2 of 4

T. 12 S., R. 7 W., Section 32, W. M. - SALEM DISTRICT - OREGON



- | | | | | | |
|---|--|---|---|---|---|
|  | Powerline |  | Road to be renovated and decommissioned |  | Stream Protection Zone |
|  | Found Corner |  | Road to be renovated |  | Skyline Yarding allowed in Reserve Area with one-end suspension |
|  | Blue Mtn Rock Quarry |  | Road to be decommissioned |  | Skyline Yarding allowed in Reserve Area with full suspension |
|  | Gate |  | Boundary - Cutting Area |  | Partial Cut Area - Ground-based yarding |
|  | Barrier to be constructed following harvest operations |  | Boundary - Contract Area |  | Partial Cut Area - Skyline yarding |
|  | Streams | | |  | Reserve Area |
|  | Existing Road | | | | |
|  | Overgrown or Impassable Road | | | | |

NOTES: Boundary of partial cut areas are painted orange and posted. Unit acres do not include existing roads. Acres shown on Exhibit A have been computed using a Trimble Pro XL Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

United States Department of the Interior
BUREAU OF LAND MANAGEMENT

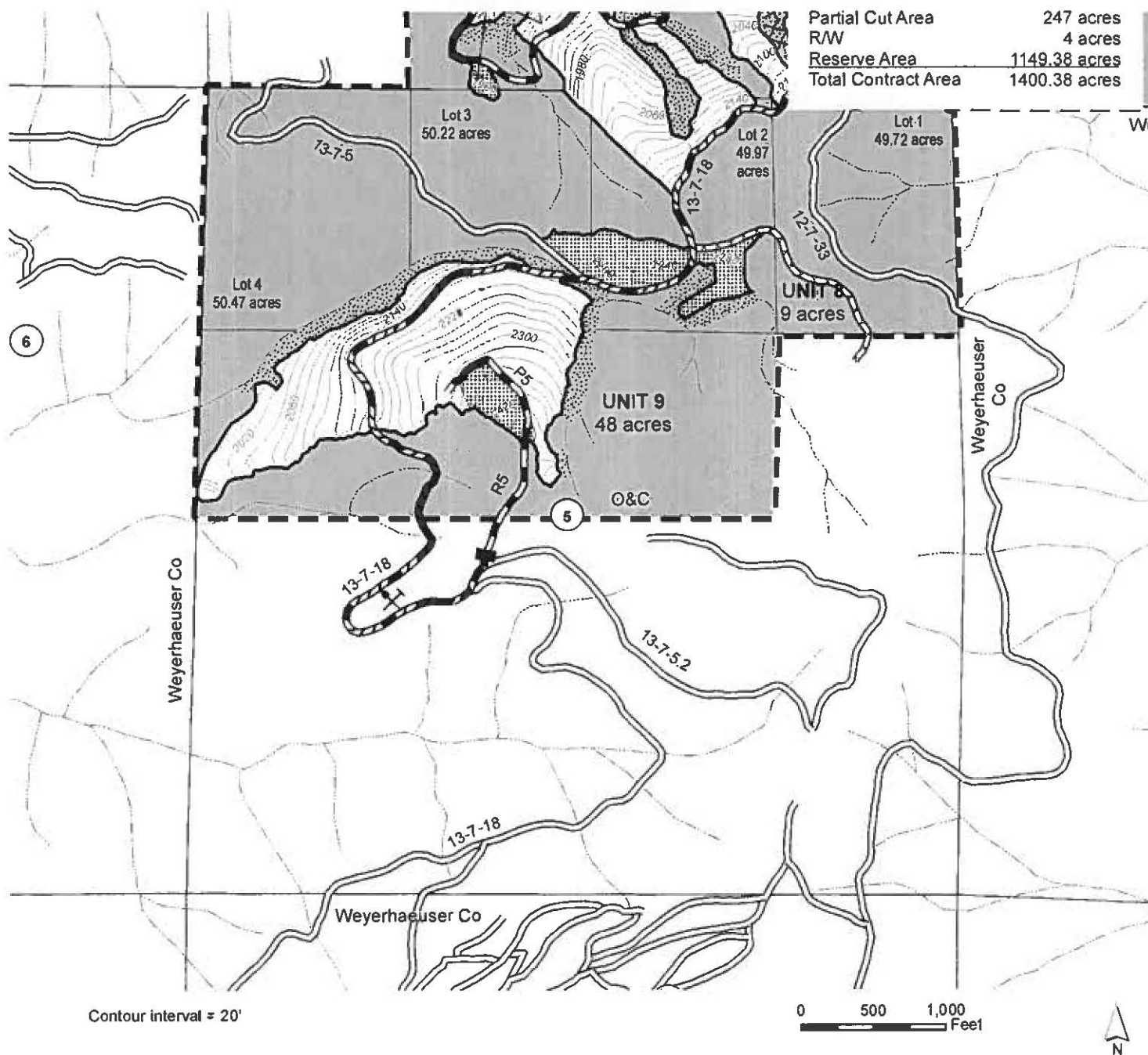
Parker Bear Reoffer T.S.

TIMBER SALE CONTRACT MAP - CONTRACT NO. ORS000-TS12-303

Exhibit A

Sheet 3 of 4

T. 13 S., R. 7 W., Section 5, W. M. - SALEM DISTRICT - OREGON



- Powerline
- Found Corner
- Blue Mtn Rock Quarry
- Gate
- Barrier to be constructed following harvest operations
- Streams
- Existing Road
- Overgrown or Impassable Road

- Road to be renovated and decommissioned
- Road to be renovated
- Road to be decommissioned
- Boundary - Cutting Area
- Boundary - Contract Area

- Stream Protection Zone
- Skyline Yarding allowed in Reserve Area with one-end suspension
- Skyline Yarding allowed in Reserve Area with full suspension
- Partial Cut Area - Ground-based yarding
- Partial Cut Area - Skyline yarding
- Reserve Area

NOTES: Boundary of partial cut areas are painted orange and posted. Unit acres do not include existing roads. Acres shown on Exhibit A have been computed using a Trimble Pro XL Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

United States Department of the Interior
BUREAU OF LAND MANAGEMENT

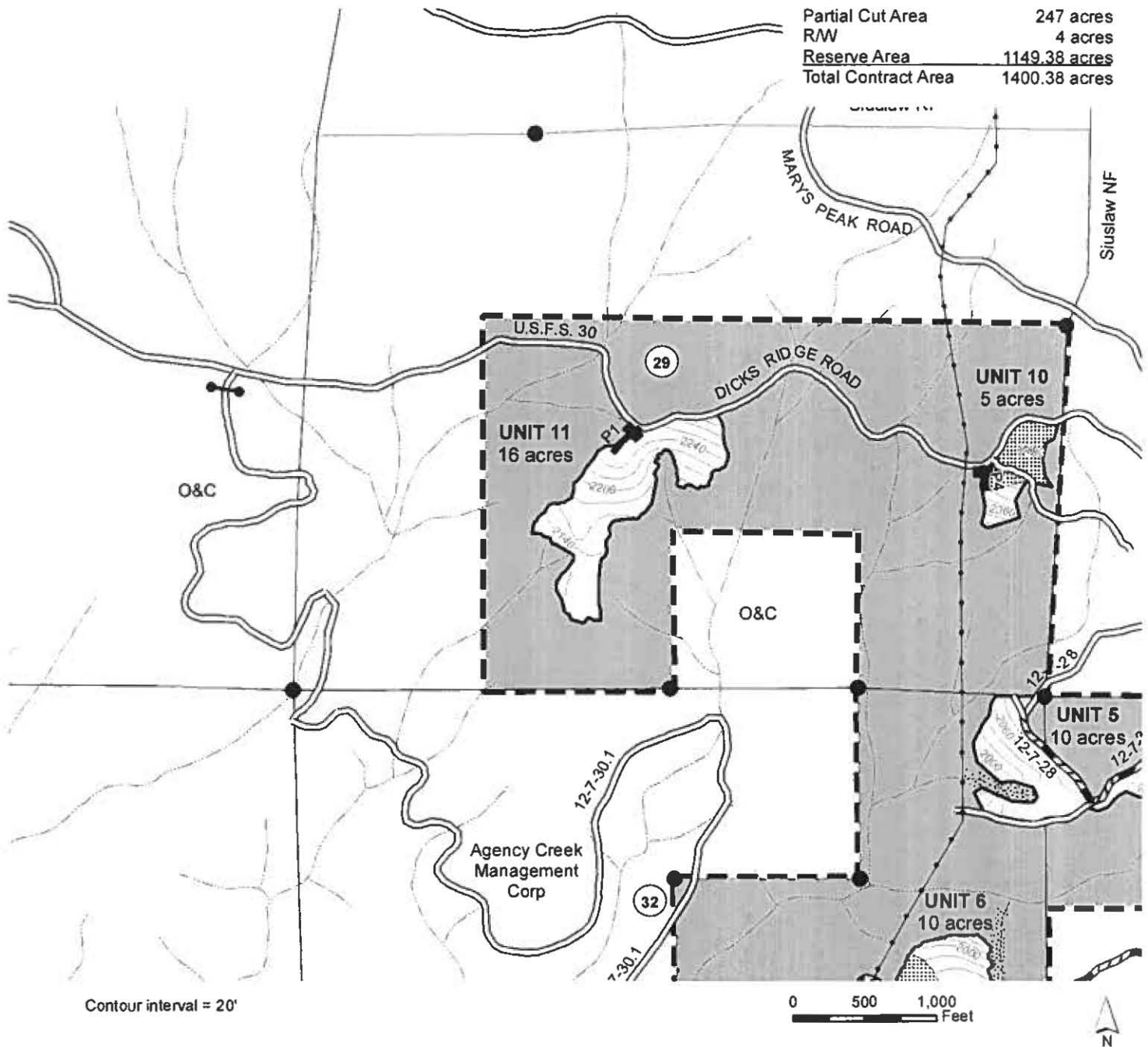
Parker Bear Reoffer T.S.

Exhibit A

TIMBER SALE CONTRACT MAP - CONTRACT NO. ORS000-TS12-303

Sheet 4 of 4

T. 12 S., R. 7 W., Section 29, W. M. - SALEM DISTRICT - OREGON



- Powerline
- Found Corner
- Blue Mtn Rock Quarry
- Gate
- Barrier to be constructed following harvest operations.
- Streams
- Existing Road
- Overgrown or Impassable Road

- Road to be renovated and decommissioned
- Road to be renovated
- Road to be decommissioned
- Boundary - Cutting Area
- Boundary - Contract Area

- Stream Protection Zone
- Skyline Yarding allowed in Reserve Area with one-end suspension
- Skyline Yarding allowed in Reserve Area with full suspension
- Partial Cut Area - Ground-based yarding
- Partial Cut Area - Skyline yarding
- Reserve Area

NOTES: Boundary of partial cut areas are painted orange and posted. Unit acres do not include existing roads. Acres shown on Exhibit A have been computed using a Trimble Pro XL Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

Check Sums: Acres = 247.0 and Trees = 38155

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Contract No. OR08-TS-2012.0303
Parker Bear Reoffer
Sheet 1 of 5

EXHIBIT B
LUMP SUM SALE

=====

The following estimates and calculations 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 show 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 the 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	Est. Vol. in MBF	Price /UNIT	\$ SUBTOTAL
Douglas Fir	3,490.0	\$ -----	\$ -----
Western Hemlock	2,940.0	\$ -----	\$ -----
	6,430.0		\$ -----

=====

The apportionment of the purchase price is as follows:

Unit#: 1

=====

Approx # of Trees	Species	Est. Vol. in MBF	Price /UNIT	\$ SUBTOTAL
1,587	Douglas Fir	250.0	\$ -----	\$ -----
1,686	Western Hemlock	248.0	\$ -----	\$ -----
3,273				\$ -----

=====

DIVIDED BY ACRES: 18.0
= \$ PER ACRE: \$ -----

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Contract No. OR08-TS-2012.0303
Parker Bear Reoffer
Sheet 2 of 5

EXHIBIT B
LUMP SUM SALE

Unit#: 2

=====

Approx # of Trees	Species	Est. Vol. in MBF	Price /UNIT	\$ SUBTOTAL
617	Douglas Fir	97.0	\$ -----	\$ -----
656	Western Hemlock	97.0	\$ -----	\$ -----

1,273

DIVIDED BY ACRES: 7.0
= \$ PER ACRE: \$ -----

Unit#: 3

=====

Approx # of Trees	Species	Est. Vol. in MBF	Price /UNIT	\$ SUBTOTAL
881	Douglas Fir	139.0	\$ -----	\$ -----
937	Western Hemlock	138.0	\$ -----	\$ -----

1,818

DIVIDED BY ACRES: 10.0
= \$ PER ACRE: \$ -----

Unit#: 4

=====

Approx # of Trees	Species	Est. Vol. in MBF	Price /UNIT	\$ SUBTOTAL
2,644	Douglas Fir	417.0	\$ -----	\$ -----
2,811	Western Hemlock	413.0	\$ -----	\$ -----

5,455

DIVIDED BY ACRES: 30.0
= \$ PER ACRE: \$ -----

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Contract No. OR08-TS-2012.0303
Parker Bear Reoffer
Sheet 3 of 5

EXHIBIT B
LUMP SUM SALE

Unit#: 5

Approx # of Trees	Species	Est. Vol. in MBF	Price /UNIT	\$ SUBTOTAL
881	Douglas Fir	139.0	\$ -----	\$ -----
937	Western Hemlock	138.0	\$ -----	\$ -----

1,818

DIVIDED BY ACRES: 10.0
= \$ PER ACRE: \$ -----

Unit#: 6

Approx # of Trees	Species	Est. Vol. in MBF	Price /UNIT	\$ SUBTOTAL
881	Douglas Fir	139.0	\$ -----	\$ -----
937	Western Hemlock	138.0	\$ -----	\$ -----

1,818

DIVIDED BY ACRES: 10.0
= \$ PER ACRE: \$ -----

Unit#: 7

Approx # of Trees	Species	Est. Vol. in MBF	Price /UNIT	\$ SUBTOTAL
5,259	Douglas Fir	1,226.0	\$ -----	\$ -----
3,259	Western Hemlock	693.0	\$ -----	\$ -----

8,518

DIVIDED BY ACRES: 84.0
= \$ PER ACRE: \$ -----

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Contract No. OR08-TS-2012.0303
Parker Bear Reoffer
Sheet 4 of 5

EXHIBIT B
LUMP SUM SALE

Unit#: 8

=====

Approx # of Trees	Species	Est. Vol. in MBF	Price /UNIT	\$ SUBTOTAL
793	Douglas Fir	125.0	\$ -----	\$ -----
843	Western Hemlock	124.0	\$ -----	\$ -----

=====

1,636

DIVIDED BY ACRES: \$ -----
= \$ PER ACRE: 9.0 \$ -----

Unit#: 9

=====

Approx # of Trees	Species	Est. Vol. in MBF	Price /UNIT	\$ SUBTOTAL
4,231	Douglas Fir	667.0	\$ -----	\$ -----
4,497	Western Hemlock	661.0	\$ -----	\$ -----

=====

8,728

DIVIDED BY ACRES: \$ -----
= \$ PER ACRE: 48.0 \$ -----

Unit#: 10

=====

Approx # of Trees	Species	Est. Vol. in MBF	Price /UNIT	\$ SUBTOTAL
441	Douglas Fir	69.0	\$ -----	\$ -----
468	Western Hemlock	69.0	\$ -----	\$ -----

=====

909

DIVIDED BY ACRES: \$ -----
= \$ PER ACRE: 5.0 \$ -----

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Contract No. OR08-TS-2012.0303
Parker Bear Reoffer
Sheet 5 of 5

EXHIBIT B
LUMP SUM SALE

Unit#: 11

=====

Approx # of Trees	Species	Est. Vol. in MBF	Price /UNIT	\$ SUBTOTAL
1,410	Douglas Fir	222.0	\$ -----	\$ -----
1,499	Western Hemlock	221.0	\$ -----	\$ -----

=====

2,909				\$ -----
		DIVIDED BY ACRES:		16.0
		= \$ PER ACRE:		\$ -----

U.S. DEPT. OF THE INTERIOR
 Bureau of Land Management
 SALEM DISTRICT-OREGON

Road Specifications

Road Number and Segment	Class SN-	New Construction	Reconstruction	Renovation	Decommissioning
12-7-32	14			1.22 mile	
12-7-32.1	14			2.08 miles	1.78 miles
12-7-32.3	14			0.29 mile	
12-7-33 (Yew Creek Rd)	14			0.79 mile	
12-7-33 (Segment D)	12			0.39 mile	
12-7-33.1	14			0.18 mile	
12-7-33.2	14			0.23 mile	0.23 mile
13-7-4 (Yew Creek Rd)	14			3.79 miles	
13-7-5.2	14			0.06 mile	
13-7-18 (Yew Creek Rd)	14			1.86 miles	
P1	12				0.08 mile
P2	12				0.13 mile
P3	12				0.05 mile
P4	12				0.05 mile
R5 (including Rd. #13-7-5.2)	12			0.34 mile	0.28 mile
P6	12			0.20 mile	0.20 mile

Table of Contents

Section	Sheet	Description
	1	Road Specifications
	2	Table of Contents
100	3-6	General
150	7	Road Plan and Detail Sheet
500	8-11	Renovation/Reconstruction of Existing Roads
600	11	Watering
1000	12-13	Aggregate Base Course-Crushed Rock
1800	13-14	Soil Stabilization
2600	14-17	Road Decommissioning
	18	Roadside Brushing Detail
	19	Drain dip Detail
	20	Road Plan Map

GENERAL - 100

101 - Prewrite Conference:

A prework conference will be held prior to the start of new road and landing construction, road renovation, and decommissioning operations. The Purchaser shall request the conference at least one week prior to the time it is to be held. The conference will be attended by the Purchaser and/or his representative, subcontractor and/or his representative, and the Authorized Officer and/or his representative.

The purpose will be to review the required work, exhibits and specifications, and to establish a work schedule and a list of the Purchaser's representatives and subcontractors. The prework conference shall be conducted at the worksite unless otherwise agreed upon by the Authorized Officer.

102 - Definitions:

AASHTO - American Association of State Highway and Transportation Officials. Current editions of tests and specifications.

ASTM - American Society for Testing and Materials.

Base Course - Surfacing structure consisting of crushed gravel or stone, crushed sandstone, pitrun rock, bank or river-run gravels, etc., to provide support and, in the event no surface course is placed, the running surface for traffic load.

Blading - Utilizing a road grader to shape the road surface to the specified template (crown, inslope, or outslope) to promote efficient drainage of surface water.

BLM - Bureau of Land Management

Borrow - Excavated material required for embankments and other portions of the work.

Culvert - A pipe, pipe-arch, arch, or box structure constructed of metal, concrete, plastic or wood which provides an opening under the roadway primarily for the conveyance of liquids, pedestrians or livestock.

Curve Widening - Widening required on inside of curves to accommodate long log and equipment hauling trucks.

Embankment - A structure of soil, aggregate, or rock material placed on a prepared ground surface and constructed to subgrade.

End Haul - Excavated material moved, other than by dozer, to an embankment or waste area to prevent sidesteading material outside of the road prism.

GENERAL - 100 - cont'd

Excess Excavation - Material from the roadway in excess of that needed for construction of the designed roadway (waste).

Grading - Leveling to grade, shaping and smoothing of the road subgrade and the roadside ditches to grade and contour. In some instances this includes smoothing of the cut bank.

Plans - The approved drawings which show the locations, character, dimensions, and details of the work to be done.

Pothole – Recessed area (generally circular) within the running surface of the road indicating a soft subgrade or inadequate rock depth.

Purchaser - The individual, partnership, joint venture, or corporation contracting with the Government under the terms of a Timber Sale Contract and acting independently or through their agents, employees, or contractors.

Roadbed - The graded portion of the road within top and side slopes, prepared as a foundation for the pavement structure and shoulders.

Road Centerline - Longitudinal center of roadbed.

Road Improvement - Work done to an existing road which improves it over its original design standard.

Road Renovation - Work done to an existing road which restores it to its original design.

Roadway - The portion of a road within limits of construction. Usually from the toe of the fill slope to a point where the cut slope intersects natural ground line (top of cut).
Synonym - road prism.

Rutting – Recessed tire tracks within the running surface of the road which hinders proper drainage of water – the consequence of which can cause scouring. This is usually a result of infrequent maintenance, or sometimes a result of subgrade pumping where base rock depth is inadequate.

Scarification - The process of loosening or breaking up of the surface layer of soil or road, usually to a specified depth.

Separation - Function of geotextile material as a partition between adjacent materials to prevent mixing of those materials.

Shoulder - The portion of the roadbed contiguous with the traveled way designed for accommodation of stopped vehicles, safety, and lateral support of base and surface courses.

GENERAL - 100 - cont'd

Specifications - A general term applied to all directions, provisions, and requirements pertaining to performance of the work.

Specific Gravity - The ratio of the density of a material to the density of water obtained by weighing known volumes of both items in air. A specific gravity less than one implies that the material will float.

Structures - Bridges, culverts, catch basins, retaining walls, underdrains, flumes, splash pads, downspouts, and other project features which may be involved in the work and not otherwise classified in these specifications.

Subbase - Reinforcement of the subgrade with large particles of pitrun or crushed stone. Usually limited to roads having wet subgrades or subgrades with weak support characteristics.

Surface Course - Top layer of a road structure consisting of finely crushed gravels or asphalt designed to provide a smooth running surface for traffic load.

Subgrade - The top surface of a roadbed upon which the traveled way and shoulders are constructed.

Template - Cross section of the roadway, including cut/fill slope, ditch, and running surface.

Traveled Way - The portion of the roadbed used for the movement of vehicles, exclusive of shoulders.

Typical Cross Sections - Cross-sectional plane of a typical roadway; showing natural ground line and designed roadway in relation to cut and fill, through cut, and through fill.

Turnout - Extra widening of the roadbed at appropriate intervals on single-lane roads for passing purposes.

102a - Tests Used in These Specifications:

AASHTO T 11 Quantity of rock finer than No. 200 sieve.

AASHTO T 27 Sieve analysis of fine and coarse aggregate using sieves with square openings; gradation.

AASHTO T 89 Liquid limit of material passing the No. 40 sieve. Water content at which the soil passes from a plastic to a liquid state.

GENERAL - 100 - cont'd

- AASHTO T 90 Plastic limits and plasticity index of soil.
a. Plastic limit - lowest water content at which the soil remains plastic.
b. Plasticity index - range of water content, within which the material is in a plastic state. Numerical difference between the liquid and plastic limits of the soil.
- AASHTO T 96 Resistance to abrasion of small size coarse aggregate by use of the Los Angeles machine.
- AASHTO T 99 Relationship between soil moisture and maximum density of soil.
Method A - 4" mold, soil passing a No. 4 Sieve.
25 blows/layer & 3 layers.
Method D - 6" mold, soil passing a 19.00mm (3/4 inches) sieve. 56 blows/layer & 5 layers.
- AASHTO T 176 Shows relative portions of fine dust or claylike materials in soil or graded aggregate.

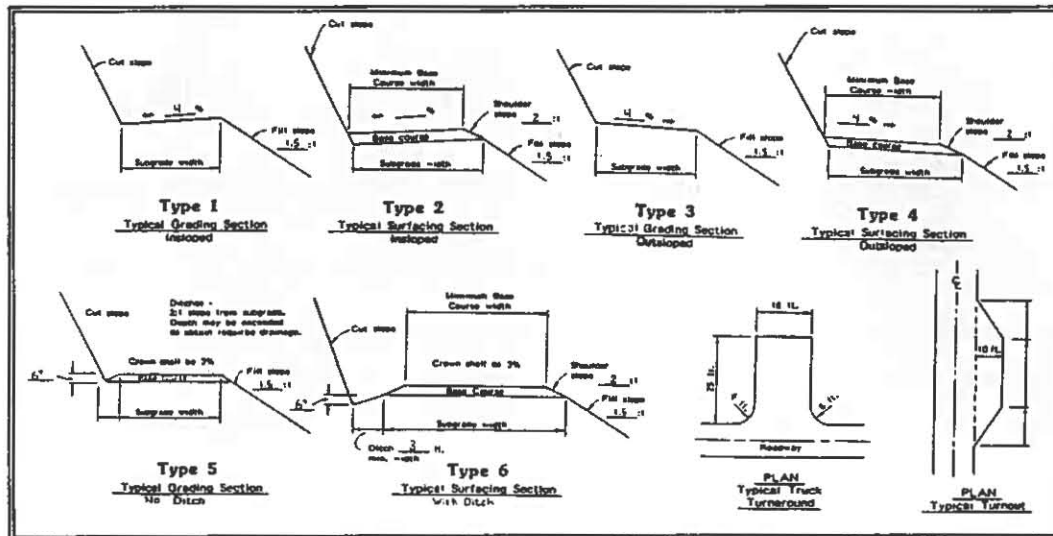
AASHTO T 210 Durability of aggregates based on resistance to produce fines.

- 103 - Compaction equipment shall meet the following requirements:
- 103e Grid roller. A grid roller shall be of adequate size (minimum 5 foot diameter drum) and weight (gross weight of no less than 27,000 pounds) to reduce pitrun rock to the size specified in Section 1000.
- 103f - Vibratory roller. The drum diameter shall be not less than 48 inches, the drum width not less than 58 inches, and have a turning radius of 15 feet or less. Vibration frequency shall be regulated in steps to 1400, 1500, and 1600 vibrations per minute (VPM), corresponding to engine speeds of 1575, 1690, and 1800 RPM. The centrifugal force developed shall be 7 tons at 1600 RPM. It shall be activated by a power unit of not less than 25 horsepower. The vibratory roller shall be self-propelled or drawn by a vehicle of sufficient horsepower to enable the unit to travel through a loose layer of material at a speed ranging from 0.9 mile to 1.8 miles per hour, as directed by the Authorized Officer.
- The towing vehicle and roller or self-propelled unit meeting the above requirements, shall be considered a vibratory roller unit.
- 103i - Other. Compaction equipment approved by the Authorized Officer.

ORS000-TS12-303
EXHIBIT C
Sheet 7 of 20

Road Number	From: Mile Post	To: Mile Post	Length: In Feet	Typical Section Type	Road Width		Clearing Width Beyond			Base Course				REMARKS
					Subgrade	Ditch Depth	Top Cut	Toe Fill	Edge Road	Minimum Width	Compact Depth	Grading Size	Number of Lifts	
P1	0.00	0.08	435											Decommission in accordance with Subsection 2601a
P2	0.00	0.11	565											
P3	0.00	0.05	290											
P4	0.00	0.05	275											
R5	0.00	0.34	1,800											
P6	0.00	0.20	1,056											
12-7-32.1	0.57	2.35	9,398											
12-7-33.2	0.00	0.23	1,214											
Yew Creek Road	0.00	6.50	34,320	4 or 6	16'	18"					4"	B	I	Grade and Spot Rock in accordance with Section 500

NOTES



1. Extra Subgrade Widths: Add one foot to each fill shoulder for fills of 1-6 feet and 2 feet for fills greater than 6 feet in height.
2. Surface Type:
PRR - Pit run rock
GRR - Grid rolled rock
SRN - Screened rock
JRR - Jaw run rock
ABC - Aggregate Base
ASC - Aggregate Surface
3. Grading:
A - 3" (surface course)
B - 4" (base course)
4. Turnouts: Width = 10 feet in addition to subgrade width, or as shown on the plans.
5. Surfacing: Turnouts, curve widening, and road approach aprons shall be surfaced.
6. Clearing Width: As posted and painted for Right-of-Way.

RENOVATION/RECONSTRUCTION OF EXISTING ROADS - 500

501 - In areas where the road surface is potholed, rutting, the subgrade is pumping, or other forms of deformation are occurring, reconditioning of the roadbed shall be performed to restore it to the section type shown on the section type shown on the Section 150 Road Plan and Detail Sheet. Where they currently exist, the drainage ditches shall be restored to a functional depth, sloped to avoid pooling, and cleared of obstacles to flow. Vegetation shall be trimmed from cut and fill slopes where clearance and visibility are limited and where it encroaches on the running surface as shown on the attached Roadside Brushing Detail Sheet.

502 - Where potholes, rutting, scouring, or protruding boulders are present, the existing road surface shall be scarified to its full width and depth of those surface irregularities without contaminating the aggregate with subgrade material -- bladed, shaped, and compacted to the lines, grades, dimensions, and typical cross sections shown in Section 150: Road Plan and Detail Sheet. Renovation work shall be performed at the following locations:

Road Number	From Mile Post	To Mile Post
Yew Creek Road 12-7-33, 13-7-4, 13-7-5.2, 13-7-18	0.00	6.50

504 - In areas of roadbed scarification, the road surface shall be uniformly moistened or dried to the optimum moisture content, and compacted to the lines, grades, dimensions, and typical cross sections shown on the Section 150: Road Plan and Detail Sheet. Compaction shall be accomplished with equipment meeting the requirements of Subsections 103f and 103i. The roadbed shall be approved by the Authorized Officer prior to placing aggregate surfacing.

505 - Where they currently exist, ditches shall be restored to a minimum 1-foot depth, with slopes no steeper than 2:1, and with limbs, roots, stumps, rocks, and other materials removed to allow free flow without obstruction. Materials removed from the ditches shall not be drifted across the road surface without prior approval of the Authorized Officer. Rather, the material shall be lifted over the road surface with an excavator, and broadcast across the vegetated slope in a thin veneer. Where located within 50-feet of any water, or where an overly steep or potentially unstable slope exists, accumulated material shall not be sidecast -- rather shall be hauled to a suitable waste site approved by the Authorized Officer.

508 - Vegetation encroaching on the roadbed and the drainage ditches of existing roads at the following locations shall be removed by cutting and disposed of in accordance with Exhibit C, Roadside Brushing Detail Sheet.

RENOVATION/RECONSTRUCTION OF EXISTING ROADS - 500 - cont'd

Road No.	From Mile Post (Station)	To Mile Post (Station)
Yew Creek Road	0.00	6.50
12-7-32	0.00	1.22
12-7-32.1	0.00	2.08
12-7-32.3 and -33.1	0.00	0.47
12-7-33 (segment D)	0.00	0.39
12-7-33.2	0.00	0.23
R5	0.00	0.34
P6	0.00	0.20

- 508a - Accumulated brush shall be scattered beyond the clearing limits and away from ditches, pipe culvert inlets and outlets.
- 509 - Renovation work shall be completed on the following roads:

Yew Creek Road #12-7-33 seg's A-C, #13-7-4, #13-7-18 #13-7-5.2 Renovation Notes

M.P.	Remarks
0.00	Begin renovation at junction with Marys Peak road. Begin roadside brushing (Subsections 508 and 508a). Restore ditches where they currently exist (Subsection 505). Begin surface blading and scarification of potholes, rutting, subgrade pumping, and other surface irregularities (Subsection 502). Begin placement of 500 yd ³ of spot rock (meeting the aggregate gradation and quality requirements of Subsection 1003a, 1003b, 1003c, and 1003d) in potholed portions of road, or areas agreed upon by the Authorized Officer.
3.72	End surface blading and scarification work.
6.50	End road renovation, including roadside brushing, and spot rocking, at the junction with the P5 road.

RENOVATION/RECONSTRUCTION OF EXISTING ROADS - 500 - cont'd

Road #12-7-32 Renovation Notes

M.P.	Remarks
0.00	Begin renovation at the junction with Yew Creek Road #12-7-33. Begin roadside brushing (Subsection 508 and 508a).
1.22	End renovation at junction with Road #12-7-28. End roadside brushing.

Road #12-7-32.1 Renovation Notes

M.P.	Remarks
0.00	Begin renovation at junction with Road #12-7-32. Begin roadside brushing (Subsection 508 and 508a).
2.08	End road renovation. End roadside brushing.

Road #12-7-32.3 / 12-7-33.1 Renovation Notes

M.P.	Remarks
0.00	Begin renovation at the junction with Road #12-7-32. Begin roadside brushing (Subsection 508 and 508a).
0.47	End road renovation at the junction with the P6 road. End roadside brushing.

Road #12-7-33 (segment D) Renovation Notes

M.P.	Remarks
0.00	Begin road renovation at junction with Yew Creek Road #13-7-18. Begin roadside brushing (Subsection 508 and 508a).
0.39	End road renovation work at Unit Boundary. End roadside brushing.

RENOVATION/RECONSTRUCTION OF EXISTING ROADS - 500 - cont'd

Road #12-7-33.2 Renovation Notes

M.P.	Remarks
0.00	Begin renovation at junction with Yew Creek Road #13-7-4. Begin roadside brushing (Subsection 508 and 508a).
0.23	End road renovation. End roadside brushing.

P6 Renovation Notes

M.P.	Remarks
0.00	Begin renovation at junction with Road #12-7-33.1. Begin roadside brushing (Subsection 508 and 508a).
0.20	End road renovation. End roadside brushing.

R5 Renovation Notes

M.P.	Remarks
0.00	Begin renovation at junction with Yew Creek Road #13-7-18. Begin roadside brushing (Subsection 508 and 508a).
0.34	End road renovation. End roadside brushing.

WATERING - 600

- 601 - This work shall consist of furnishing and applying water required for the compaction of roadbeds and areas receiving spot rock, or for other uses in accordance with these specifications.
- 602 - Water shall be applied at the rate needed to properly execute the compaction requirements in conformance with these specifications.
- 604 - Water sources located on lands other than Federal lands, are subject to applicable State water regulations. Water sources on Federal lands shall be approved by the Authorized Officer prior to constructing containment pools or pumping. Instream work and pumping may be restricted or not allowed on certain streams, depending on fisheries or other resource concerns.
- 605 - The Purchaser shall secure the necessary water permits and pay all required water fees for use of the water sources selected by the Purchaser and approved by the Authorized Officer.

AGGREGATE BASE COURSE - 1000

- 1001 - This work shall consist of furnishing, hauling, and placing one or more lifts of aggregate base course material on the renovated roadbed, at sites approved by the Authorized Officer. The aggregate shall be placed in accordance with these specifications and conform to the dimensions and typical cross sections described in Section 150: Road Plan and Detail Sheet. Material not conforming to these specifications will be rejected and shall be removed from the road and replaced with suitable material.
- 1002a - 500 cubic yards of 4-inch minus commercial aggregate shall be blended with existing aggregate in potholed, rutted, or soft portions of road, after scarification is completed (see Subsection 509).
- 1003a - The crushed rock material from a commercial source shall consist of hard durable rock fragments conforming to the following AASHTO T 11 & T 27 gradation requirements:

Optional Commercial Aggregate Source
Percentage by Weight Passing Square Mesh Sieves

Sieve Designation	Percent by Weight Passing Designated Sieve (AASHTO T27 and T11)
	Grade Designation
	B
4-inch	100
3-inch	85-95
2-inch	75-90
1-inch	45-75
No. 4	20-35
No. 40	10-25
No. 200	5-12

- 1003b - Crushed rock material retained on the No. 4 sieve shall have a percentage of loss of not more than 35 at 500 revolutions, as determined by AASHTO T 96.
- 1003c - Crushed rock material shall show durability Value of not less than 35, as determined by AASHTO T 210.
- 1003d - That portion of crushed rock material passing the No. 40 sieve, including blending filler, shall have liquid limits of not more than 35, and a plasticity index of not less than 4 and not more than 12 as determined by AASHTO T 89 and AASHTO T 90.
- 1004 - Aggregate Base Course shall be placed at the following locations, in the manner and to the depth described on the Section 150: Road Plan and Detail Sheet:

AGGREGATE BASE COURSE - 1000 - cont'd

Road No.	From MP (station)	To MP (station)	Depth	Remarks
Yew Cr.	3.72	6.50	4"	500 cubic yards of spot rock

- 1008a - Each layer of crushed rock material shall be thoroughly blended with existing aggregate on the roadbed by alternately blading to the full depth, until a uniform mixture has been obtained. The mixture shall then be spread to the required width of the road surface. When completed, the spreading shall produce a smooth surface with a well blended (non-segregated) gradation, present uniform shoulder lines, and conform to the specified cross section. (see Section 150, Road Plan and Detail Sheet)
- 1009 - The method of site preparation and spot rock placement, as well as the finished roadbed, shall be approved by the Authorized Officer early in the rock placement process.
- 1010 - Crushed rock materials shall be placed and processed on the approved roadbed in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections. Irregularities or depressions that develop during compaction of the top layer shall be corrected by loosening the material and adding or removing crushed rock material until the surface is smooth and uniform.
- 1012 - Each layer of crushed rock material shall be placed, processed, shaped, moistened or dried to a uniform moisture content suitable for maximum compaction, and compacted to full width by compaction equipment conforming to the requirements of Subsection 103f and 103i. Minimum compaction shall be until visible displacement ceases.

SOIL STABILIZATION – 1800

- 1801 - This work shall consist of sowing seed on ground disturbed by road and landing decommissioning operations in accordance with these specifications. This work is not required for road acceptance under Section 18 of this contract.
- 1804 - The Purchaser shall furnish the following species of grass seed meeting corresponding germination, purity, and weed content requirements:

Species	Germination Minimum %	Purity Minimum %	Weed Content Maximum %
Red Fescue (Festuca Rubra)	85%	95%	0%

The furnished grass seed shall meet the minimum requirements for Blue Tag Seed as set forth in the latest edition of Oregon Certification Standards published by Oregon State University.

SOIL STABILIZATION - 1800 - cont'd

- 1805 - The Purchaser shall mix and sack grass seed specified under Subsection 1804 in the following proportions:

Species	% of Total by Weight	Lbs. Sowed per Acre
Red Fescue (Festuca Rubra)	100	40

ROAD DECOMMISSIONING – 2600

- 2601 - This work will consist of decommissioning the following roads:

Road Number	Length
12-7-32.1	1.78 miles
12-7-33.2	0.23 mile
P1	0.08 mile
P2	0.11 mile
P3	0.05 mile
P4	0.05 mile
R5	0.28 mile
P6	0.20 mile

- 2601a - The following tables describe the general requirements for each road designated for decommissioning:

Road #12-7-32.1 Decommissioning Notes

Mile Post	Work Description
0.00	Begin road at the junction with Road 12-7-32.
0.56	Edge of powerline right-of-way. Begin Decommissioning work as described in Section 2600 of Exhibit C. Grass seed all areas disturbed by decommissioning operations.
0.57	Block the road in the manner described in Section 2601a.
0.61	Construct draindip.
0.70	Remove 15"x30' culvert and restore the intermittent stream channel.
0.70-0.76	S-1 Slide Repair. Return material that was excavated during renovation, restoring the contour of the slide area.

ROAD DECOMMISSIONING – 2600 - cont'd

Mile Post	Work Description
0.73	Remove 18"x30' culvert and restore the intermittent stream channel.
0.78	Remove 24"x40' culvert and restore the intermittent stream channel.
0.83	Construct draindip.
0.89	Construct draindip.
0.94	Construct draindip.
0.98	Construct draindip.
1.06	Remove 24"x42' culvert and restore the intermittent stream channel.
1.14	Construct draindip.
1.21	Remove two 15"x30' culverts, one with a 25' flume, and restore the intermittent stream channel.
1.25	Remove 24"x50' culvert and restore the intermittent stream channel.
1.26	Remove 15"x50' culvert and restore the intermittent stream channel.
1.35	Construct draindip at grade break.
1.37	Remove 15"x30' ditch relief culvert and construct a draindip.
1.41	Construct draindip.
1.46	P3 (construction) road to right.
1.48	Remove 15"x30' ditch relief culvert and construct a draindip.
1.57	Remove 15"x40' culvert and restore the intermittent stream channel.
1.61-1.64	S-2 Slide Repair site. Remove 24"x40' culvert on perennial stream channel.
1.76	Remove 15"x30' ditch relief culvert and construct a draindip.
1.82	Remove 36"x60' culvert and restore the perennial stream channel.
1.86	Remove 18"x30' culvert and restore the intermittent stream channel.
1.93	Remove 18"x40' culvert and restore the intermittent stream channel.
1.95	Remove 15"x24' culvert and restore the perennial stream channel by matching the original streambed elevations and streambank contour.
1.99	Remove 15"x40' ditch relief culvert and construct a draindip.
2.05	Remove 18"x40' culvert and restore the intermittent stream channel by matching the original streambed elevations and streambank contour.
2.12	Construct draindip.
2.16	End of aggregate surfaced roadbed. Construct three draindips between here and MP 2.35 at approximate 200 foot intervals.
2.35	End decommissioning at the fill failure.

Road #12-7-33.2 Decommissioning Notes

Mile Post	Work Description
0.00	Begin road at the junction with Yew Creek Road #13-7-4.
0.02	Block the road in the manner described in Section 2601a. Construct a minimum five draindips between MP 0.02 and MP 0.23 at approximate 200 foot intervals.
0.23	End Decommissioning at end of road.

ROAD DECOMMISSIONING - 2600 - cont'd

- 2601a - Temporary constructed roads #P1, P2, P4, P6 renovated roads #R5, #12-7-32.1, and #12-7-33.2, shall be blocked to motorized vehicle passage near their beginning, at locations approved by the Authorized Officer. A minimum 3 of the largest rootwads available, shall be placed at each site, and shall be imbedded in the soil, right side up, to replicate natural appearing, in-place stumps, unless otherwise specified by the Authorized Officer. Immediately behind the stumps, a berm of soil and woody debris shall be constructed to further discourage vehicle passage.
- 2601b - Road #12-7-32.1 decommissioning shall be accomplished between July 1 and August 31 due to numerous stream crossings, unless otherwise approved by the Authorized Officer.
- 2602a - The decommissioning work shall be accomplished with a tracked excavator, unless otherwise approved by the Authorized Officer.
- 2602b - Where windrows, berms, or vegetation are located along the outside shoulder of the decommissioned roadbed, outlet channels will be constructed at as frequent of locations as possible – without damaging roadside trees or their roots.
- 2603a - All culverts shall be removed from beneath the roadbed, the stream channel restored to approximate the original streambed elevations and widths. The streambank sideslopes shall be similar to the adjacent upstream and downstream contour.
- 2603b - Stream channel restoration work shall be performed in a manner that minimizes sediment entering the streams. Prior to performing any work within live stream channels, the Purchaser shall describe the restoration process and receive approval from the Authorized Officer.
- 2603c - Where ditch relief culverts are removed, the channels shall be left in place to the depth of the excavated trench. The minimum bottom width shall be 4 feet, minimum grade 20%, and the finished channel sideslopes no steeper than 3:1.
- 2603d - Minimum draindip depth shall exceed 2 feet and a bottom width of no less than 3 feet, have a minimum 20% gradient sloping toward a free-draining outlet, and approaching slopes no steeper than 3:1.
- 2603e - All culverts removed from the decommissioned roads shall become the property of the Purchaser. The culverts shall be disposed of at a facility approved by the Authorized Officer.

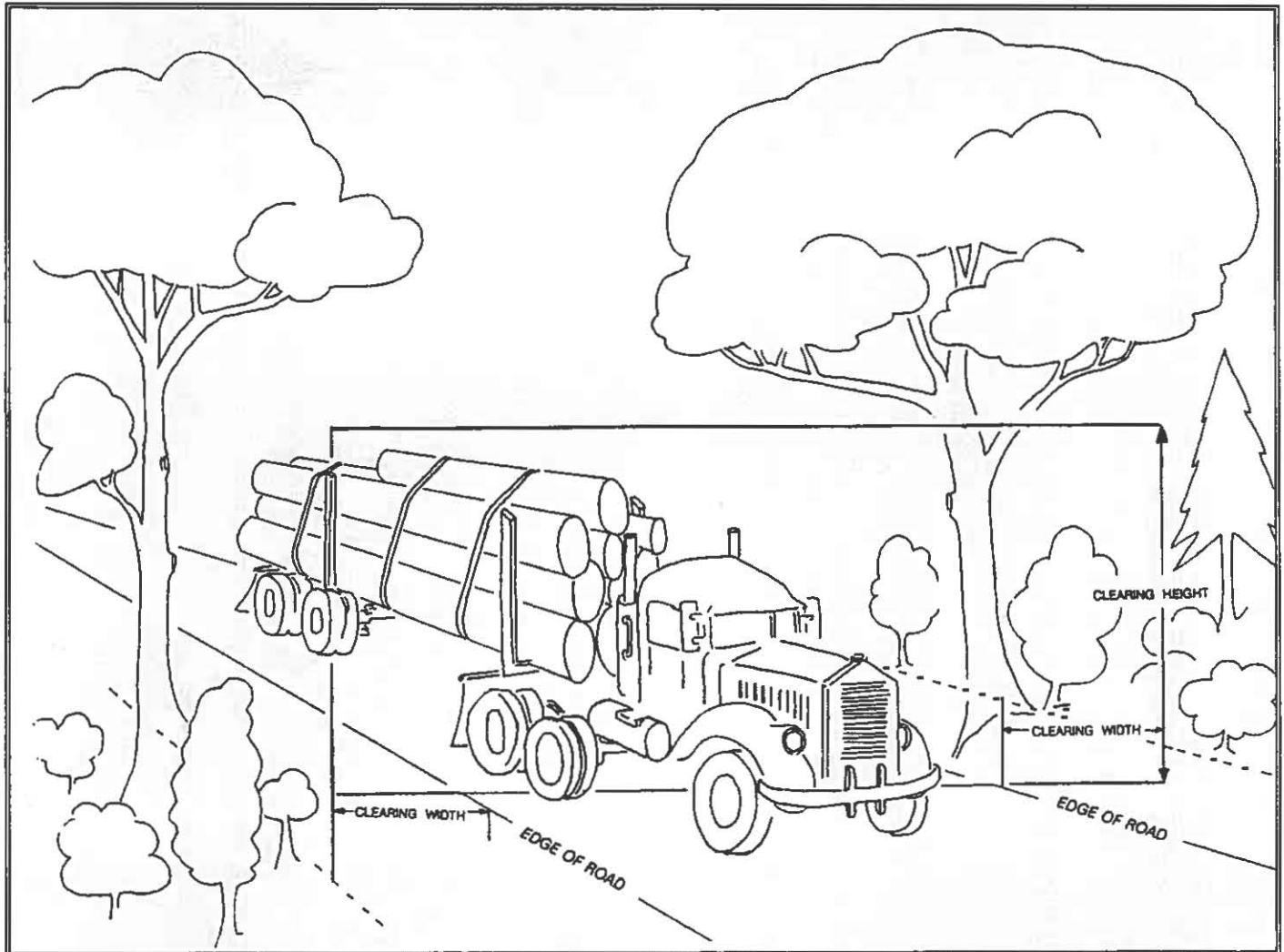
ROAD DECOMMISSIONING – 2600 - cont'd

- 2604a - Construction of the following drainage structures shall be completed upon conclusion of hauling activities. Prior to beginning the decommissioning work, the Contractor shall receive the approval of the Authorized Officer.

Road Number	Drainage Structures per Road
P1	1 draindip
P2	2 draindips
P3	None
P4	None
R5	6 draindips
P6	5 draindips
12-7-32.1	12 draindips, 4 culvert removals/draindip constructions, 13 culvert removals/stream channel restorations
12.7-33.2	

- 2604b - Minimum draindip depth shall exceed 2 feet and a bottom width of no less than 3 feet, have a minimum 20% gradient sloping toward the outlet, with approaching grades no steeper than 3:1, and be constructed in a manner that promotes free drainage.
- 2604c - On roads #P1, P2, P3, P4, R5, P6, and 12-7-33.2 -- where no ditch line is present , the decommissioned roadbed shall be visibly outsloped. Where a ditch line is present, it shall flow into either a draindip or renovated stream channel.
- 2608 - Applying certified grass seed at the rates and during the seasons described in Section 1800, is required in areas disturbed by decommissioning operations. Generally, this includes areas disturbed during draindip installation, stream channel restoration, and closure device construction.

ROADSIDE BRUSHING DETAIL



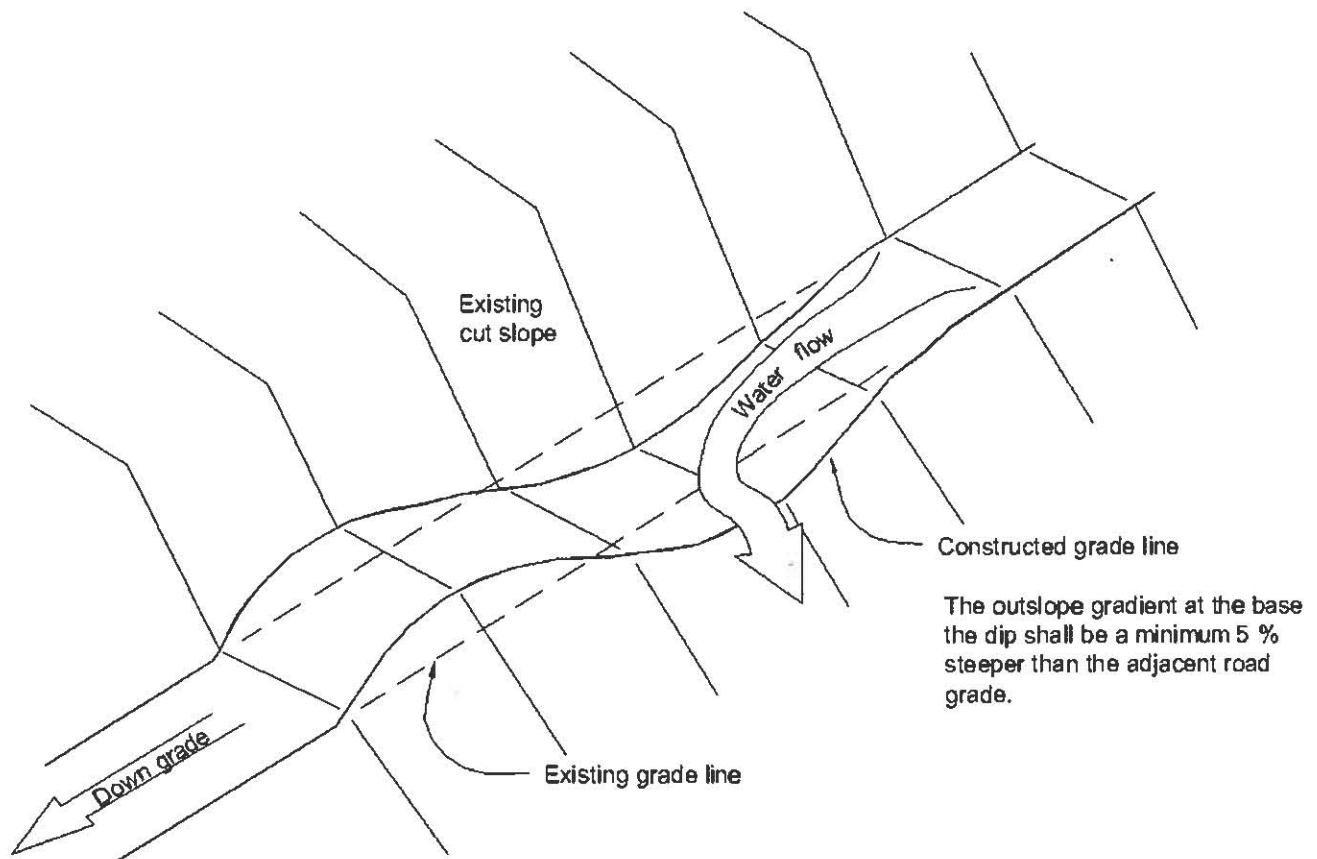
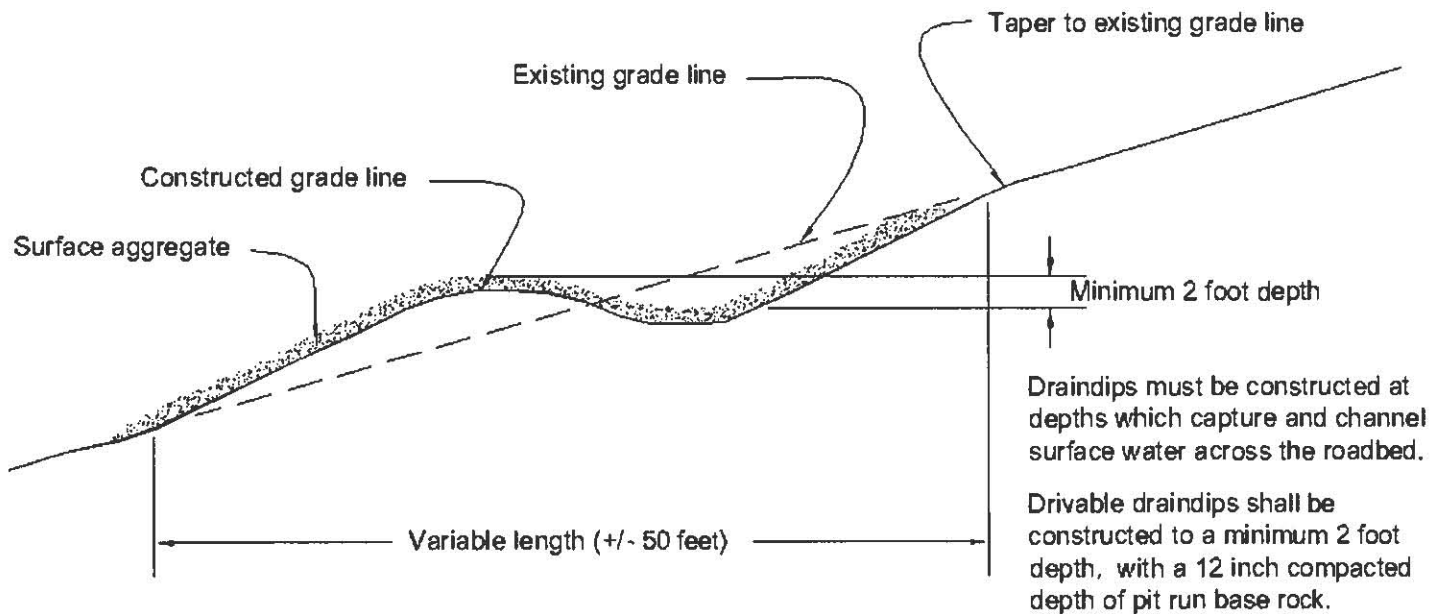
ROADSIDE BRUSHING DETAIL SHEET

<u>Road Number</u>	<u>M.P to M.P</u>	<u>Clearing Height</u>	<u>Clearing Width</u>
Yew Cr.	0.00 - 6.50	16'	10'
12-7-32	0.00 - 1.22	16'	10'
12-7-32.1	0.00 - 2.08	16'	10'
12-7-32.3/-33.1	0.00 - 0.47	16'	10'
12-7-33 seg.D	0.00 - 0.39	16'	10'
12-7-33.2	0.00 - 0.23	16'	10'
R5	0.00 - 0.34	16'	10'
P6	0.00 - 0.20	16'	10'

Clearing width is the horizontal distance as measured outward from the edge of the road. Conifer trees larger than 4-inch diameter and located within the clearing limits shall be limbed rather than removed, unless otherwise specified by the Authorized Officer.

Clearing height is the elevation as measured from the highest point of the road surface, over the full width of the road prism. Tree limbs removed to provide the required clearance shall be cut to within 1-inch of the trunk to produce a smooth vertical face.

Drain Dip Construction

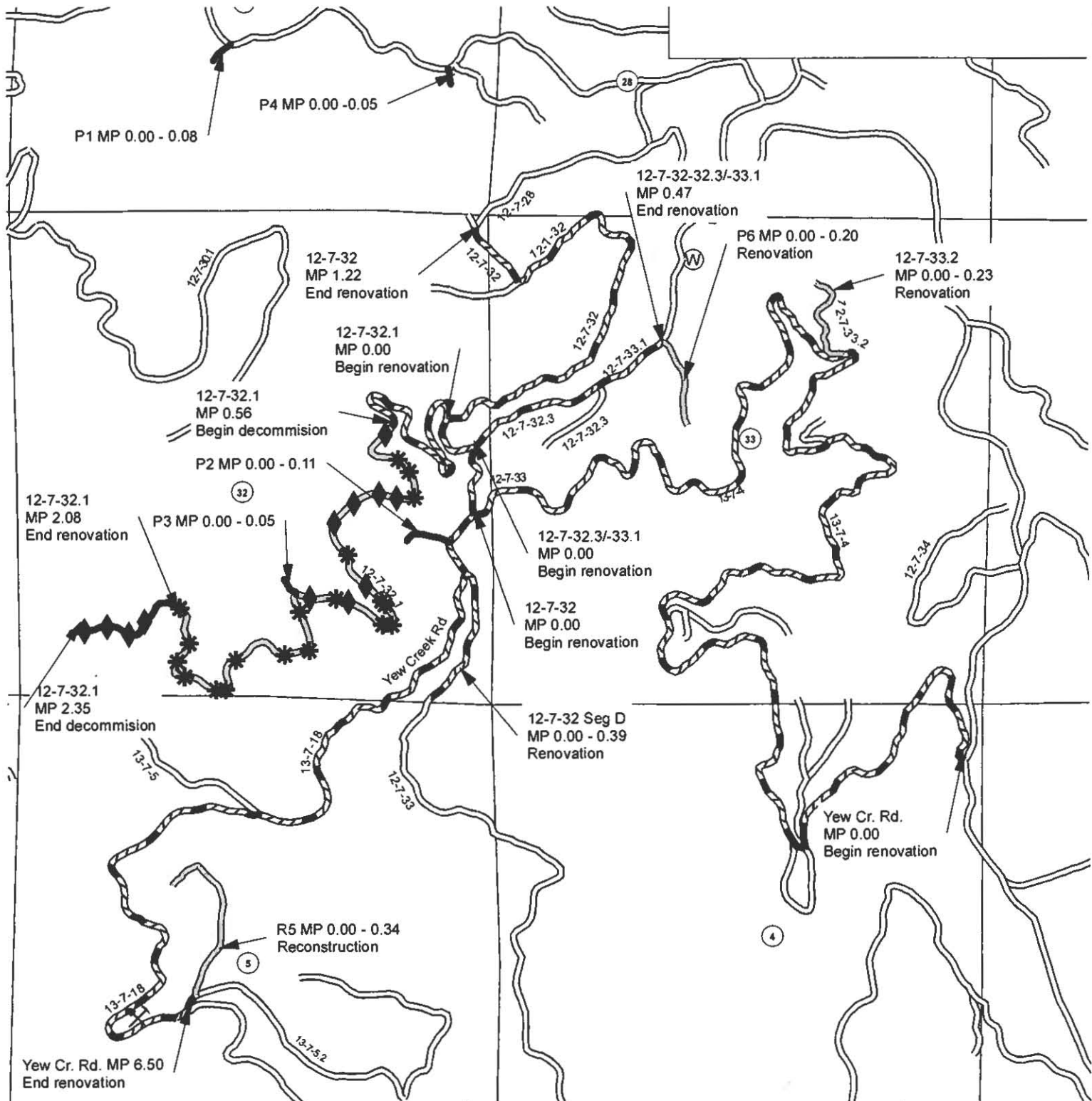










DRAIN DIP DETAIL
 not to scale

General Notes: Drain dips serve as permanent drainage structures, removing water flowing over the road surface.

Drain dip lengths may vary to fit the terrain.

T. 12 S., R. 7 W., Sections 29, 32 and 33, T. 13 S., R. 7 W., Section 5



- | | | | |
|--|---|---|-----------------------------|
|  | Road to be decommissioned after use |  | Culvert to be removed |
|  | Road to be renovated |  | Drain dip to be constructed |
|  | Road to be renovated and decommissioned after use |  | Designated Waste Site |
|  | Existing Road |  | Blue Mountain Rock Quarry |



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data. Original data was compiled from multiple source data and may not meet U.S. National Mapping Accuracy Standard of the Office of Management and Budget.

United States
Department of the Interior
Bureau of Land Management
Salem District

Timber Sale Contract
Purchaser Road Maintenance Specifications

General road maintenance specifications are designated by numeric symbols according to the type of work performed as follows:

Section	Sheet	Description
	1	Table of Contents
3000	2	General
3100	2 - 3	Operational Maintenance
3200	3 - 4	Seasonal Maintenance
3300	4-5	Final Maintenance
3400	5	Other Maintenance

ROAD MAINTENANCE SPECIFICATIONS

GENERAL - 3000

- 3001 - The Purchaser shall be required to maintain all roads listed and/or referenced in Section 41.bb. as shown on the Exhibit E map of this contract in accordance with Sections 3000, 3100, 3200, 3300, and 3400 of this Exhibit.
- 3002 - The Purchaser shall maintain the cross section of existing graveled roads to a geometric standard which promotes proper surface drainage. Any roads required to be constructed, improved, or renovated under terms of this contract shall be maintained to the standards required in Exhibit C of this contract.
- 3003 The minimum required maintenance on any road shall include the provisions specified in Subsections 3101, 3104, and 3105.
- 3004 The Purchaser shall be responsible for providing timely maintenance and cleanup on any road with logging units substantially completed prior to moving operations to other roads, unless otherwise approved by the Authorized Officer. Release of maintenance requirements may be granted when the conditions specified in Sections 3301 and 3401 are met satisfactorily.

OPERATIONAL MAINTENANCE - 3100

- 3101 The Purchaser shall blade and shape the road surface and shoulders with a grader. Cutbanks shall not be undercut. Back blading with tractors or similar equipment will be allowed only around landings and other areas when approved by the Authorized Officer.
- 3102 - The Purchaser shall furnish and place a minimum 500 yds³ of aggregate, conforming to Grading B in Section 1000 of Exhibit C of this contract, on the roadway. The aggregate shall be placed in the amounts and at the locations designated by the Authorized Officer. This aggregate is not designated for use on landings, where logging debris or equipment operation has contaminated the road surface aggregate, or where road damage occurred due to hauling during periods of saturated roadbed – but is reserved to repair areas of depleted surface depth on log haul routes. A coarser material, conforming to Grading C in Section 1000 of Exhibit C, may be required in areas where a soft subgrade exists. Any excess material shall be stockpiled at a location approved by the Authorized Officer.

OPERATIONAL MAINTENANCE - 3100 - cont'd

- 3104 The Purchaser shall perform other road cleanup including removal of debris, fallen timber, bank slough, and slides which can practicably be accomplished by a grader, rubber tired front end loader, rubber tired backhoe or comparable equipment, and by the use of hand tools. Removal of bank slough and slide material includes disposal of material at a stable site, and in a manner approved by the Authorized Officer.
- 3105 The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage ditches, catch basins, and clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe.
- 3107 When directed by the Authorized Officer, the Purchaser shall cut or trim any tree or brush which obstructs vision or prevents the safe passage of traffic along the traveled way.
- The Purchaser shall also cut trees or brush encroaching on the road prism resulting from his activity or winter damage during the contract period. Disposal of such vegetative material shall be by scattering below the road in accordance with Subsections 210, 210a, 210b, and 213 of Exhibit C.
- 3108 The Purchaser's operations shall avoid contaminating gravel surfaces with earth and debris from ditches, slides, logging activities, or other sources. While maintaining the road surface, the Purchaser shall also avoid blading the aggregate surface material off the roadbed. Skidding of logs on the roadway within or outside of the designated logging units is not authorized without prior approval of the Authorized Officer. Necessary repair to haul routes resulting from logging equipment being operated on the existing roadbed, is not considered maintenance and shall be repaired at the Purchaser's expense.

SEASONAL MAINTENANCE - 3200

- 3201 The Purchaser shall perform preventive maintenance at the end of his hauling each season. This includes constructing cross ditches (waterbars) at locations approved by the Authorized Officer, removing ruts or other surface irregularities, and all other requirements specified in Section 3100.
- 3201a Any natural surfaced road that isn't in use and will overwinter, shall be stored in a manner that will promote drainage and minimize scouring of the roadbed. The road shall be temporarily blocked to vehicles until resuming use in the following dry season.

SEASONAL MAINTENANCE - 3200 - cont'd

- 3202 The Purchaser shall perform and complete maintenance specified in Sections 3000, 3100, and 3200 on all roads maintained by him, prior to October 31 each year, and after initial commencement of construction or logging operations unless otherwise approved by the Authorized Officer. Thereafter all roads shall have continuous preventive maintenance and road cleanup until suspension of seasonal operations. This includes all roads, whether used or not used during the proceeding operating seasons, displayed as Purchaser Maintenance on the Exhibit E map.
- 3204 The Purchaser shall be responsible for performing post storm inspections and maintenance during the winter season to minimize erosion and potential road or watershed damage.

FINAL MAINTENANCE - 3300

- 3301 The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within thirty (30) calendar days following the completion of hauling and in accordance with Sec. 16(b) of this contract. This work shall include any maintenance and/or damage repairs specified in Sections 3000, 3100, and 3200 necessary to meet the conditions specified in Subsection 3002 and shall be executed in accordance with Subsection 3302.
- The Authorized Officer may grant acceptance of Purchaser's maintenance responsibility, in part, where certain individual roads or road segments are no longer of any use to the Purchaser's remaining removal operations: providing that all contract requirements as specified under Sec. 16(b), Special Provisions Sections 3000, 3100, 3200 and 3300 of the maintenance specifications have been completed by the Purchaser. Partial acceptance must be requested by the Purchaser and approved by the Authorized Officer.
- 3302 The Purchaser shall perform final road maintenance only when weather or ground moisture conditions are suitable for normal operations, as determined by the Authorized Officer.
- If, due to unsuitable conditions, the final maintenance is delayed after the date required in Subsection 3301, the Purchaser will be notified by the Authorized Officer when conditions improve enough to resume maintenance operations. The Purchaser shall then be required to complete final maintenance within 15 days.

FINAL MAINTENANCE - 3300 - cont'd

- 3303 The Purchaser shall construct draindips (cross ditches) on sale area roads, at the intervals and to the dimensions described in Exhibit C, Subsection 2604a, 2604b, and 2604c, at sites approved by the Authorized Officer.
- 3310 The Purchaser shall effectively block the entrance and decommission the following roads in the manner described in Exhibit C, Section 2600: P1, P2, P3, P4, R5, P6, 12-7-32.1, and 12-7-33.2.

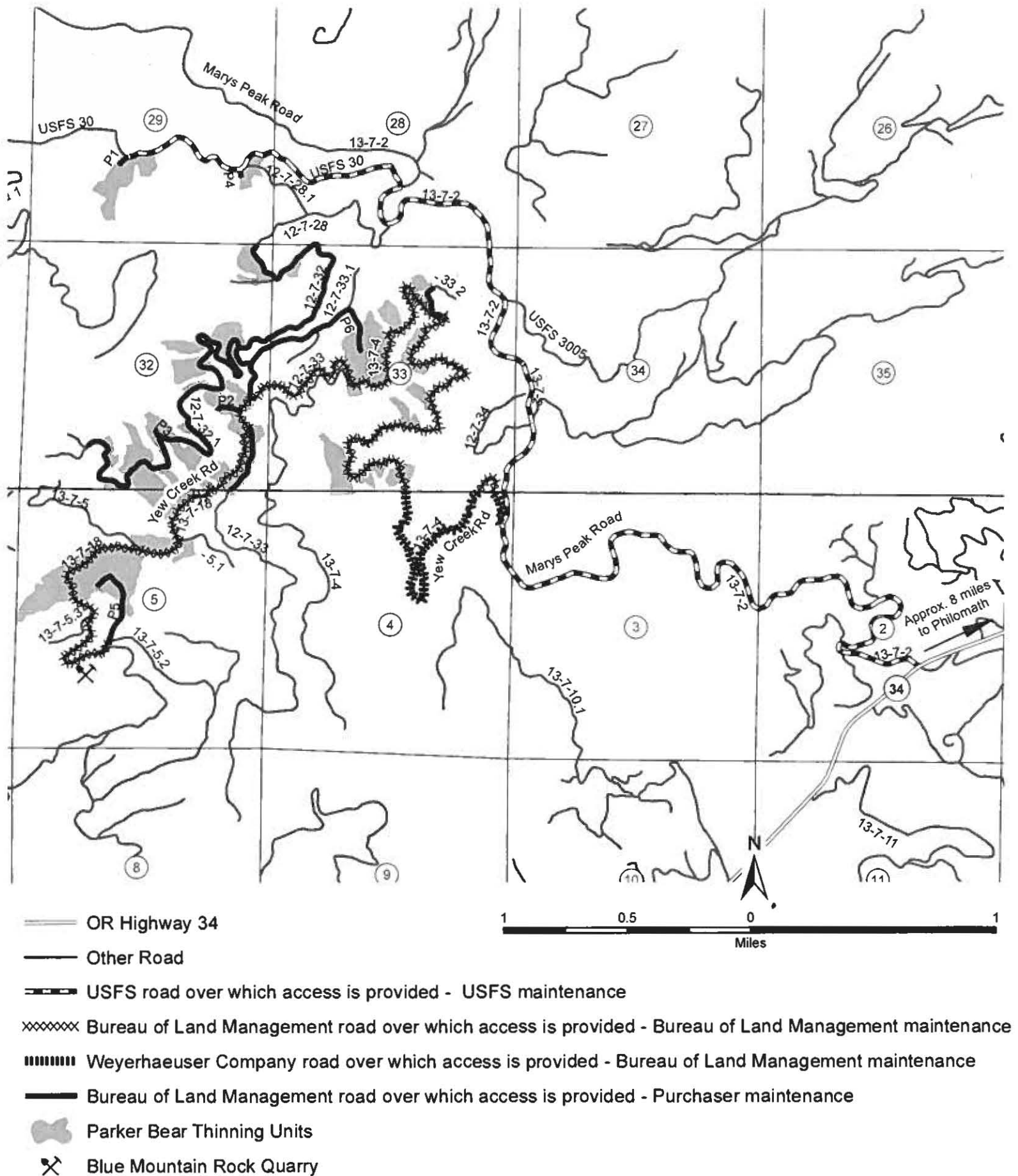
OTHER MAINTENANCE - 3400

- 3401 The Purchaser shall repair any damage to road surfaces resulting from contamination caused by logging operations, log hauling during excessively wet periods, or other operations that cause damage beyond what is considered normal. In those situations, the aggregate shall be restored to its original standard, as a minimum, at the Purchasers expense.

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
ROAD CONTROL AND MAINTENANCE MAP

ORS000-TS12-303
PARKER BEAR REOFFER T.S.
EXHIBIT E

T. 12 S., R. 7 W., Sections 29, 32, 33 and T. 13 S., R. 7 W., Section 5, W.M. - SALEM DISTRICT, OREGON

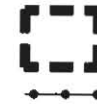


United States Department of the Interior
BUREAU OF LAND MANAGEMENT

Parker Bear Reoffer Vicinity Map
Sections 29, 32, & 33, T. 12 S., R. 7 W., and
Section 5, T. 13 S., R. 7 W., Will. Mer.
Salem District - Oregon



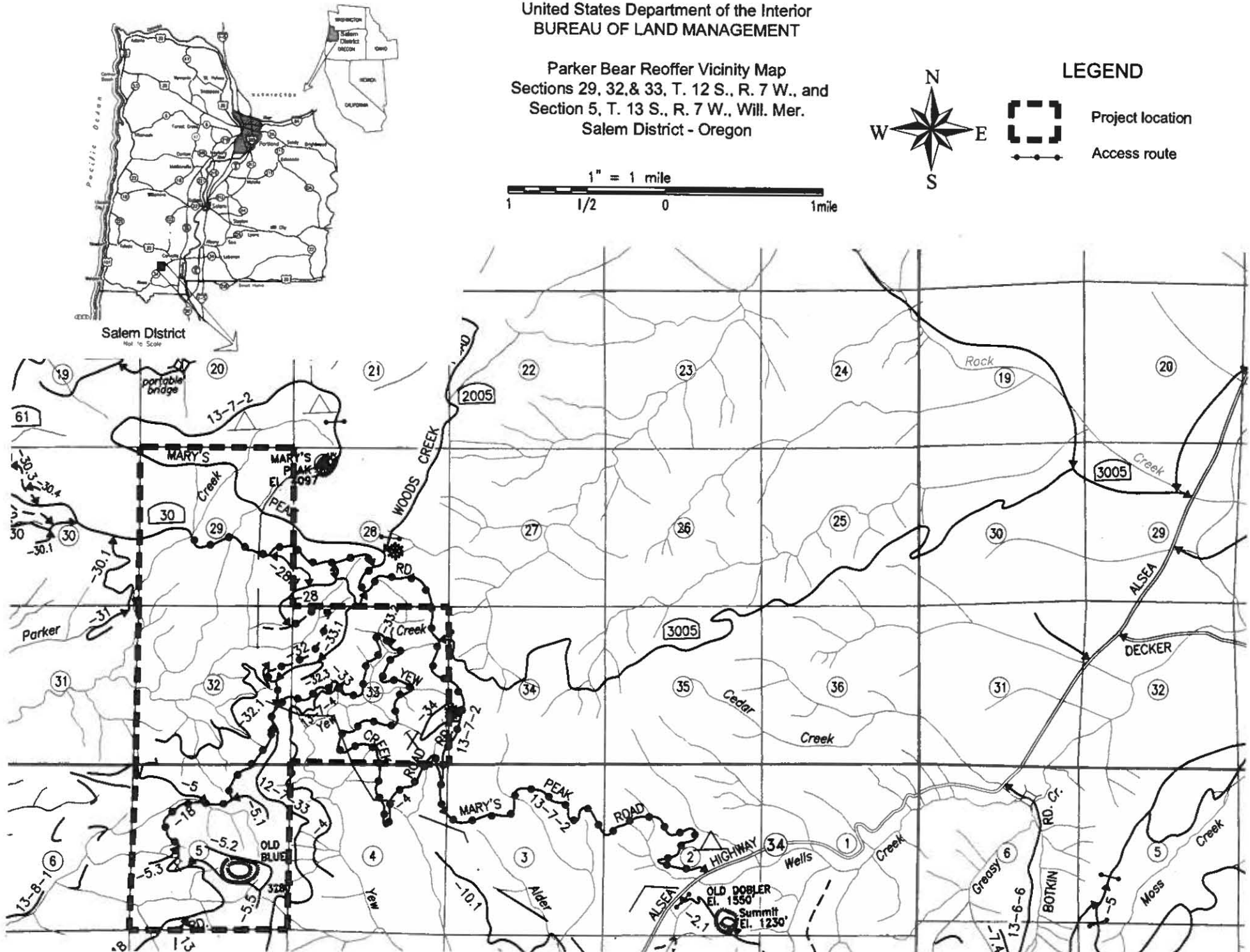
LEGEND



Project location

Access route

1" = 1 mile
1 1/2 0 1 mile



Salem District
Not to Scale

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Timber - Sale - Summary

Salem
PARKER BEAR REOFFER
TS 12-303

Legal Description

Forest Type	Township	Range	Section	Subdivision
O&C	12S	7W	29	E1/2 SW1/4, N1/2 SE1/4, SE1/4 SE1/4
O&C	12S	7W	32	E1/2 NE1/4, SW1/4 NE1/4, E1/2 SW1/4, SE1/4
O&C	12S	7W	33	W1/2 NE1/4, SE1/4 NE1/4, N1/2 NW1/4, SE1/4 NW1/4, SW1/4, N1/2 SE1/4, SW1/4 <i>SE1/4</i>
O&C	13S	7W	5	Lots 1,2,3, and 4, SW1/4 NE1/4, S1/2 NW1/4

Cutting Volume (16' MBF)

Unit	DF	WH							Total	Regen	Partial	ROW
1	250	248							498	0	18	0
2	97	97							194	0	7	0
3	139	138							277	0	10	0
4	417	413							830	0	30	0
5	139	138							277	0	10	0
6	139	138							277	0	10	0
7	1,226	693							1,919	0	84	0
8	125	124							249	0	9	0
9	667	661							1,328	0	48	0
10	69	69							138	0	5	0
11	222	221							443	0	16	0
Totals	3,490	2,940							6,430	0	247	0

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Salem
PARKER BEAR REOFFER
TS 12-303

Logging Costs per 16' MBF

Stump to Truck	\$	130.50
Transportation	\$	48.54
Road Construction	\$	7.40
Road Amortization	\$	0.20
Road Maintenance	\$	15.98

Other Allowances :

Grass Seeding	\$ 0.06
Landing Clean-up	\$ 0.23
Misc	\$ 0.04
Piling	\$ 1.18
Total Other Allowances :	\$ 1.50

Total Logging Costs per 16' MBF

\$ 204.13

Utilization Centers

Center #1 : Philomath OR	20 Miles
Center #2	0 Miles
Weighted distance to Utilization Centers	20

Length of Contract

Cutting and Removal Time	36 Months
Personal Property Removal Time	1 Months

Profit & Risk

Total Profit & Risk		10 %
Basic Profit & Risk	7 % + Additional Risk	3 %
Back Off		0 %

Tract Features

Avg Log	Douglas-fir : 42 bf	All : 42 bf
Recovery	Douglas-fir : 97 %	All : 97 %
Salvage	Douglas-fir : 0 %	All : 0 %
Avg Volume (16' MBF per Acre)		26
Avg Yarding Slope		50 %
Avg Yarding Distance (feet)		268
Avg Age		60
Volume Cable		93 %
Volume Ground		7 %
Volume Aerial		0 %
Road Construction Stations		0.00
Road Improvement Stations		0.00
Road Renovation Stations		603.50
Road Decommission Stations		147.80

Cruise

Cruised By	Mark Yeiter
Date	05/05/2011
Type of Cruise	PCMTRE & 100%
County, State	Benton, OR

Net Volume

Green (16' MBF)	6,430
Salvage (16' MBF)	0
Douglas-fir Peeler	0
Export Volume	0
Scaling Allowance (\$0.50 per 16' MBF)	\$3,215.00

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Salem
PARKER BEAR REOFFER
TS 12-303

Stumpage Summary

Stumpage Computation (16' MBF)

Species	Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Cost	(+) Marginal Log Value	(-) Back Off	Appraised Price	Appraised Value
DF	19,625	3,490	\$ 413.86	\$ 41.39	\$ 204.13			\$ 168.30	\$ 587,367.00
WH	18,530	2,940	\$ 348.98	\$ 34.90	\$ 204.13			\$ 110.00	\$ 323,400.00
Totals	38,155	6,430							\$ 910,767.00

Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir				11.0	77.0	12.0
Western Hemlock				13.0	74.0	13.0

Marginal Log Volume

Species	Grade #7	Grade #8
Douglas-fir		
Western Hemlock		

Appraised By : Barclay, Brian

Date : 08/22/2011

Area Approval By : Barclay, Brian

Date : 08/22/2011

District Approval By :

Date :

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Salem
PARKER BEAR REOFFER
TS 12-303

Prospectus

Appraisal Method : (16' MBF)

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	19,625	3,490	2,792	6,694
Western Hemlock	18,530	2,940	2,352	5,636
Total	38,155	6,430	5,144	12,330

All Species

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
6,659	38,155	174	13.2	6,659	157,122	42

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
157,122	0	157,122	4	6,430	6,659	97 %

Douglas-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
3,598	19,625	183	13.0	3,598	85,863	41

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
85,863	0	85,863	4	3,490	3,598	97 %

Cutting Areas

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
1		18		18
2		7		7
3		10		10
4		30		30
5		10		10
6		10		10
7		84		84
8		9		9
9		48		48
10		5		5
11		16		16
Totals :		247		247

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 EXPORT DETERMINATION	<div style="text-align: center; font-size: small;"> OMB CLEARANCE NO. 1004-0058 EXPIRES MAY 31, 1983 </div> <div style="border-top: 1px solid black; padding-top: 5px; font-size: x-small;"> Location of facility where Federal Timber is expected to be processed. </div> <div style="border-top: 1px solid black; padding-top: 5px; text-align: center;"> INSTRUCTIONS Timber sale applicant forwards information to authorized officer. </div>
In compliance with requirements of 43 CFR 5424, <input type="checkbox"/> I <input type="checkbox"/> We hereby submit the following information:	
(1) Have you exported private timber from lands tributary to the above processing facility within the last 12 months? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, give date of last export sale.) a. Export (date) _____	
(2) Provide names of affiliates* who have exported private timber from lands tributary to the above processing facility within the last 12 months and date of last export sale.	
a. Affiliate _____	Export date _____
b. Affiliate _____	Export date _____
c. Affiliate _____	Export date _____
*See 43 CFR 5424.0-5	
Name of Firm _____	
Signature of Signing Officer _____	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Title _____</div> <div style="width: 45%;">Date _____</div> </div>

(See statement on reverse)

Form 5450-17 (June 1981)

The Bureau of Land Management collects this information pursuant to the law(see 43 CFR 5400.0-3(c)).

The Bureau of Land Management uses the information to determine whether Federal timber has been substituted for exported private timber (see 43 CFR 5400.0-5(n) and 5424.0-6(c)(2)).

A Bureau of Land Management timber purchaser is obligated to report this information under provisions of the above-numbered contract (see 43 CFR 5424.1).

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO.1004-0113
Expires: July 31, 1992

DEPOSIT AND BID FOR ☐ TIMBER*
☐ VEGETATIVE RESOURCE
(Other Than Timber)

LUMP SUM SALE

Tract Number

ORS000-TS12-303

Sale Name

Parker Bear Reoffer

Sale Notice (dated)

October 14, 2011

BLM District

SALEM

☐ Sealed Bid for Sealed Bid Sale

☐ Written Bid for Oral Auction Sale

In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated timber/vegetative resource on the tract specified above.

Required bid deposited is \$91,100.00 and is enclosed in the form of ☐ cash ☐ money order ☐ bank draft ☐ cashier's check
☐ certified check ☐ bid bond of corporate surety on approved list of the United States Treasury ☐ guaranteed remittance approved by the authorized officer.

IT IS AGREED That the bid deposit shall be retained by the United States as liquidated damages if the bid is accepted and the undersigned fails to execute and return the contract, together with any required performance bond and any required payment within 30 days after the contract is received by the successful bidder. It is understood that no bid for less than the appraised price on a unit basis per species will be considered. If the bid is rejected the deposit will be returned.

BID SCHEDULE - LUMP SUM SALE

NOTE: Bidders should carefully check computations in completing the Bid Schedule

BID SUBMITTED

ORAL BID MADE

PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	3,490	x _____ =	_____	x _____ =	_____
Western hemlock	MBF	2,940	x _____ =	_____	x _____ =	_____
	MBF		x _____ =	_____	x _____ =	_____
	MBF		x _____ =	_____	x _____ =	_____
	MBF		x _____ =	_____	x _____ =	_____
	MBF		x _____ =	_____	x _____ =	_____
	MBF		x _____ =	_____	x _____ =	_____
	MBF		x _____ =	_____	x _____ =	_____
	MBF		x _____ =	_____	x _____ =	_____
	MBF		x _____ =	_____	x _____ =	_____
	MBF		x _____ =	_____	x _____ =	_____
	MBF		x _____ =	_____	x _____ =	_____
	MBF		x _____ =	_____	x _____ =	_____
	MBF		x _____ =	_____	x _____ =	_____
	MBF		x _____ =	_____	x _____ =	_____
	MBF		x _____ =	_____	x _____ =	_____

TOTAL PURCHASE PRICE

If sale contract is executed, undersigned is liable for total purchase price even though the quantity cut, removed, or designated for taking is more or less than the total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

Bid submitted on *(date)*

(Check appropriate box, sign in ink, and complete the following)

☐ Signature, if firm is individually owned

Name of firm *(type or print)*

☐ Signatures, if firm is a partnership

Business address, include zip code *(type or print)*

☐ Corporation organized under the state laws of

(To be completed following oral bidding)

Signature of Authorized Corporate Signing Officer

I HEREBY confirm the above oral bid
By (signature)

Title

Date

Submit bid, in duplicate, to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior-BLM

Oral Auction - Submit to Sales Supervisor prior to closing of qualifying period for tract.

Sealed Bid - Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside:

- (1) "Bid for Timber"
- (2) Vegetative Resource Other Than Timber
- (3) Time bids are to be opened
- (4) Legal description

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

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

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

Response to this request is required to obtain a benefit.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

PURPOSE: To qualify an oral auction bidder, and then if successful, to bind bidder to certain contract conditions.

ROUTINE USE: To determine that an individual is qualified to participate in oral auction bidding, and, as surety that bidder will fulfill contract requirements.

EFFECT OF NOT PROVIDING INFORMATION: Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for timber or vegetative resources.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 1 hr. 15 mm. per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W. Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0113), Washington, D.C. 20503.

INSTRUCTIONS TO BIDDERS

1. **AUTHORITY** - Timber located on the revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937 (50 Stat. 874; 43 U.S.C. 1181a); timber located on other lands and other vegetative resources on all public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of timber are codified in 43 CFR Group 5400.

2. **QUALIFICATIONS OF BIDDERS** - A bidder for sale of timber/vegetative resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the timber/vegetative resource is located.

3. **INSPECTION OF TIMBER/VEGETATIVE RESOURCES** - Bidder is invited, urged, and cautioned to inspect the timber/vegetative resource prior to submitting a bid. By executing the timber/vegetative resource sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the timber/vegetative resource and his opinion of its value.

4. **DISCLAIMER OF WARRANTY** - Government expressly disclaims any warranty of the fitness of the designated timber/vegetative resource for any purpose of the bidder; all timber/vegetative resources are to be sold "As Is" without any warranty of merchantability by Government. Any warranty as to the quantity or quality of timber/vegetative resource to be sold is expressly disclaimed by Government.

5. **BIDS** - Sealed or written bids for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued Timber/Vegetative Resource Sale Notice.

(a) **Sealed Bid Sales** - Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside *Rid for Timber/Vegetative Resource*. time bid is to be opened, tract number, and legal description of land on which timber/vegetative resource is located. In event of a tie, the high bidder shall be determined by lot from among those who submitted the tie bids.

(b) **Auction Sales** - Submission of the required bid deposit and a written bid is required to qualify for oral bidding. Oral bidding shall begin from the highest written bid. No oral bid will be considered which is not higher than the preceding bid. In the event there is a tie in high written bids, and no oral bidding occurs, the bidder who was the first to submit his bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first submission of high tie written bids, the high bidder shall be determined by lot. High bidder must confirm his bid, in writing, immediately upon being declared high bidder.

(c) Except as otherwise provided in 43 CER 5442.2, bids will not be considered in resale of timber/vegetative resource remaining from an uncompleted contract from any person or affiliate of such person who failed to complete the original contract because of (1) cancellation for the purchaser's breach or (2) through failure to complete payment by expiration date.

(d) When it is in the interest of the Government to do so, it may reject any and all bids and may waive minor deficiencies in bids or in sale advertisement.

6. **BID FORMS** - All sealed, written bids, and confirmation of oral bids shall be submitted on forms provided by Government.

(a) **Lump Sum Sales** - Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.

(b) **Timber Scale Sales** - Bids must state price per thousand board feet that will be paid for each species. High bidder will be determined by multiplying bid price per thousand board feet per species by Bureau of Land Management estimate of volume of each species. Purchaser shall be liable for purchase price of all merchantable timber sold under contract even though all such timber is not actually cut and removed prior to expiration of time for cutting and removal as specified in contract. *

7. **BID DEPOSIT** - All bidders must make a deposit of not less than the amount specified in the *Timber/Vegetative Resource Notice*. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior-BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department*, or any approved guaranteed remittance approved by the Authorized Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid band, will be returned at the time the contract is signed by the Government.

8. **A WARD OF CONTRACT** - Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.

9. **TIMBER/VEGETATIVE RESOURCE SALE CONTRACT** - To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager's office.

10. PERFORMANCE BOND -

(a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5150.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsman are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) Any guaranteed remittance approved by the Authorized Officer.

(b) If purchaser elects to cut timber without skidding or yarding it to a loading point or removing it prior to the payment of the second or subsequent installments, Government shall require an increase in amount of performance bond initially required by an amount equal to the value of timber to be cut. Such increase must be on 5 bond rider form supplied by Government and be approved, in writing, by Government prior to cutting timber covered by the bond increase. This increased amount of bond shall be used to assure payment for timber cut in advance of payment.*

11. **PAYMENT BOND** - If purchaser elects to (a) cut and remove timber, or (b) remove timber already cut which has been secured by an increased performance bond as provided in paragraph 10(b) above, before payment of the second or subsequent installments, Government shall require a payment bond on a form supplied by Government. Purchaser shall obtain written approval from Government of payment bond prior to cutting and/or removal of timber covered by the bond. Payment bond shall be used to assure payment for timber cut and/or removed in advance of payment.*

12. **PAYMENT OF PURCHASE PRICE** - For sales of \$500 or more, Government may allow payment by installments. Except as discussed in paragraphs 10 and 11 above, no part of any timber/vegetative resource sold may be severed, cut, or removed unless advance payment has been made as provided in contract.

13. **LIQUIDATED DAMAGES** - Within thirty (30) days from receipt of *Timber Vegetative Resource Sale Contract*, the successful bidder shall sign contract and return it to Government, together with required bond and any required payment. If successful bidder fails to comply within the stipulated time, his bid deposit shall be retained by Government as liquidated damages.

14. **NINETY-DAY SALES** - If no bid is received within time specified in the advertisement of sale and if Government determines that there has been no significant rise in the market value of timber/vegetative resource, it may, in its discretion, keep the sale open, not to exceed ninety (90) days.

15. **UNAUTHORIZED USE OF GOVERNMENT PROPERTY** - A sale may be refused to high bidder who has been notified that he has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.

*Applies to Timber Only

EQUAL OPPORTUNITY CLAUSE - This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. Copies of this order may be obtained from the District Manager. 43 CFR 60-1.7(b) requires that the Equal Opportunity *Compliance Report Certification* will be completed by prospective contractors. Certification may be obtained from District Manager.

17.LOG EXPORT - All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; 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. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, 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 remanufacture of eight and three quarters (8-3/4) inches in thickness or less, or (6) shakes and shingles. in event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to "unprocessed timber." @ Special reporting, branding and painting of logs may be included in contract provisions. *

18.DETAILED INFORMATION - Detailed information concerning contract provisions, bid, performance bond forms, tract location maps, and access conditions may be obtained from the District Manager. All persons interested in bidding on the products listed are encouraged to familiarize themselves with all such detailed information.