

**UNITED STATES**  
**DEPARTMENT OF THE INTERIOR**  
**BUREAU OF LAND MANAGEMENT**  
**TILLAMOOK RESOURCE AREA**  
**4610 THIRD STREET**  
**TILLAMOOK, OREGON 97141**

**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 TILLAMOOK RESOURCE AREA 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, 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. Written bids and deposits will be accepted beginning at 8:30 a.m. and the timber sale oral auction will commence at 9:00 a.m., on Wednesday, September 11, 2013.

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 South County Spotlight newspaper on or about August 16, 2013. 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(s) 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 for each tract.

THE SUCCESSFUL BIDDER, as a condition of award, will be required to sign Form 5430-011, 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 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. Scribner board foot volumes by species are displayed for informational purposes.

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.

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 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.

SPECIAL PROVISIONS have been added to the contract which enable the Contracting Officer to suspend/modify/terminate the contract when necessary 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. These contract provisions limit 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 each timber sale tract described herein is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office.

Attachments:

Form 5440-9

Form 5450-17

## TIMBER SALE NOTICE

SALEM DISTRICT  
TILLAMOOK RESOURCE AREA  
COLUMBIA MASTER UNIT

SALE DATE: September 11, 2013

CONTRACT NO.: ORS06-TS-2013.0103, Rabinsky's Cube Timber Sale

COLUMBIA COUNTY, OREGON: O&C: ORAL AUCTION: BID DEPOSIT REQUIRED: \$ 90,300.00

All timber designated for cutting on: E½NE¼, Sec.7; N½SE¼, Sec 9, T3N, R2W; NE¼, NW¼, NW¼SW¼, SE¼, Sec. 1 T3N, R3W, WM, Oregon.

**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	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Volume Times Appraised Price
22,590	3,873	Douglas fir	4,714	\$189.00	\$890,946.00
1,144	143	Western hemlock	186	\$62.00	\$11,532.00
23,734	4,016	Totals	4,900		\$902,478.00

**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 for partial cut units were based on a variable plot cruise for estimating the board foot volume of trees. Plots were measured using a 20 basal area factor (BAF). None of the total sale volume is salvage material. For merchantable Douglas-fir trees the average DBHOB is 14.3 inches; the average gross merchantable log contains 54 bf; the total gross volume is approximately 4,932 MBF; and 96% recovery is expected. The Right-of-Way and regeneration volume is based on a 3-P cruise for estimating the board foot volume of trees.

**CUTTING AREA:** 4 units totaling approximately 281 acres shall be partial cut and 12 acres is Right-of-Way. Acres shown on Exhibit A have been computed using a Trimble Geo XT Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

**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.

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

LOCATION: The Rabinsky's Cube Timber Sale is located approximately 5 air miles due west of Scappoose, Oregon in Sections 7 and 9, T3N, R2W; Section 1, T3N, R3W, W. M. Starting on Highway 30 in Scappoose, proceed to the stop light at Havlik Drive, turn west onto Havlik and proceed to the next stop sign, turn south on to SW Old Portland Road and proceed to Dutch Canyon Road. Turn west onto Dutch Canyon Road for approximately 3 miles to Rabinsky Road, turn onto Rabinsky Road and go approximately 1 mile at which point consult included maps to reach individual harvest units. Access to the sale area is through locked gates. Prospective bidders may obtain a combination from the Tillamook Resource Area office at 503-815-1100.

ACCESS AND ROAD MAINTENANCE: Access is provided by Bureau of Land Management (BLM), Longview Timberlands, LLC, John Hancock Life Insurance Company, RMK Select Timberland Investment Fund II, and Scappoose Western Forests, LLC controlled roads. All roads used in conjunction with this sale will be maintained by the Purchaser. Purchaser will be required to pay a rock wear obligation of (\$2,082.10) to the Government and spread 100 CY crushed rock on BLM roads for maintenance.

In the use of Longview Timberlands LLC controlled roads, under Agreement S-623 (OR0015520) and as shown on Exhibit E, the Purchaser will be required to enter into a license agreement which requires: (a) Purchaser maintenance of all Longview controlled roads, (b) Purchaser pay Longview a road use obligation of (\$12,906.00), (c) Purchaser spread 35 CY crushed rock in lieu of paying a rockwear fee, and (d) provide proof of insurance with limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and a performance bond of \$1,000.00. Prior to the use of said road, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement.

In the use of Longview Timberlands LLC controlled roads, under Agreement S-522A (OR065603) and as shown on Exhibit E, the Purchaser will be required to enter into a license agreement which requires: (a) Purchaser maintenance of all Longview controlled roads, (b) Purchaser spread 15 CY crushed rock in lieu of paying a rockwear fee, and (d) provide proof of insurance with limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and a performance bond of \$1,000.00. Prior to the use of said road, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement.

In the use of John Hancock Life Insurance Company controlled roads, under Agreement S-522 (OR046337) and as shown on Exhibit E, the Purchaser will be required to enter into a license agreement which requires: (a) Purchaser maintenance of all Hancock controlled roads, (b) Purchaser pay Hancock a road use obligation of (\$2,990.00), (c) Purchaser spread 15 CY crushed rock in lieu of paying a rockwear fee, and (d) provide proof of insurance with limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and a performance bond of \$1,000.00. Prior to the use of said road, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement.

In the use of RMK Select Timberland Investment Fund II controlled roads, under Agreement S-522F (OR066364) and as shown on Exhibit E, the Purchaser will be required to enter into a license agreement which requires: (a) Purchaser maintenance of all RMK controlled roads, (b) Purchaser spread 70 CY crushed rock in lieu of paying a rockwear fee, and (c) provide proof of insurance with limits of \$1,000,000/ \$1,000,000/

\$1,000,000 and a performance bond of \$1,000.00. Prior to the use of said road, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement.

In the use of Scappoose Western Forests, LLC controlled roads, under Agreement S-522G (OR066365) and as shown on Exhibit E, the Purchaser will be required to enter into a license agreement which requires: (a) Purchaser maintenance of all Scappoose Western controlled roads, (b) Purchaser spread 50 CY crushed rock in lieu of paying a rockwear fee, and (d) provide proof of insurance with limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and a performance bond of \$1,000.00. Prior to the use of said road, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement.

Purchaser maintenance shall include frequent blading and shaping of road surface; ditch, culvert, and catch basin cleaning; 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. It shall also include the spreading of 150 CY crushed rock on non-BLM roads as needed and instructed by Authorized Officer.

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

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

1. **Road Construction:**

- Spur A: 1,403 feet, 14-foot subgrade, 12' surfaced width with 8" Lift 3"-0" crushed rock
- Spur A1: 3,150 feet, 14-foot subgrade, 12' surfaced width with 8" Lift 3"-0" crushed rock, install 1 culvert.
- Spur A1: 790 feet, 14-foot subgrade, Natural surfaced
- Spur C1: 438 feet, 14-foot subgrade, Natural surfaced
- Spur D: 294 feet, 14-foot subgrade, Natural surfaced
- Spur E1: 2,155 feet, 14-foot subgrade, Natural surfaced
- Spur E2: 950 feet, 14-foot subgrade, Natural surfaced
- Spur G: 2,572 feet, 14-foot subgrade, Natural surfaced, 3 stations full bench construction

2. **Renovation:**

- Spur B: 665 feet, Clear and Grub, Blade, Compact surface.
- Spur C: 912 feet, Clear and Grub, Widen into cutbank for road width (Sta. 0+00 – 2+46), End-haul excess material to waste area. Blade, Compact surface.
- Spur E: 7,587 feet, Brush, Widen into cutbank for road width (MP 1.072 – 1.130), End-haul excess material to waste area. Blade, Clean ditchlines and existing culverts, Compact surface, Spread spot rock.
- Spur F: 1,642 feet, Brush, Blade, Clean ditchlines and existing culverts, Compact surface, Spread spot rock.
- 3N-2-5.0: 1.750 miles, Brush, Blade, Clean ditchlines and existing culverts, Compact surface, Spread spot rock. Construct loaded truck turnaround.
- 3N-3-1.0: 1.178 miles, Brush, Blade, Clean ditchlines and existing culverts, Compact surface, Spread spot rock.
- 4N-3-36.2: 435 feet, Brush, Blade, Compact surface, Spread spot rock.
- Gunners Lakes/Pisgah Lookout Road (4N-3-14.1, 4N-3-15.0, 4N-3-28.1): 3.200 miles, Brush, Blade, Compact surface, Spread Spot rock, replace 1 culvert.

3. Estimated Quantities:

Clearing:

10.8 acres of new construction  
0.4 acres of road renovation

4. Excavation:

2,480 cubic yards of Full Bench Construction  
1,125 cubic yards of Widening for width  
3,605 cubic yards of end haul

5. Culvert:

40 feet of 18 inch Plastic Pipe (CPP – Type S)  
40 feet of 24 inch Plastic Pipe (CPP – Type S)

6. Aggregate Material:

<u>Quantity</u>	<u>Description</u>
<u>197</u> cubic yards	<u>1-1/2"</u> minus crushed rock – Construction Rock
<u>2,854</u> cubic yards	<u>3"</u> minus crushed rock – Construction Rock
<u>10</u> cubic yards	<u>1-1/2"</u> minus crushed rock – Culvert Bedding
<u>250</u> cubic yards	<u>1-1/2"</u> minus crushed rock – Maintenance Rock
<u>190</u> cubic yards	<u>1-1/2"</u> minus crushed rock – Private Rock Wear
<u>35</u> cubic yards	Pit-run (Backfill/Fill Base)
<u>15</u> cubic yards	Riprap (Energy Dissipater)

Rock Source: Commercial Source

7. Brushing:

15.1 Acres

OTHER:

Compaction of all final subgrades will be required.

Right-of-way debris will be disposed of by scattering on all roads.

All natural surface roads will be waterbarred and blocked at the end of seasonal operations.

Grass seeding will be required on all newly disturbed areas. Grass seed will be furnished by the Government.

Straw Mulch is required on all seeded areas within 50 feet of "Live Water" and on waste areas.

Roads Spur A1 (31+50 – 39+40), Spur B, Spur C, Spur C1, Spur D, Spur E1, Spur E2, and Spur G will be subsoiled to a depth of 18", waterbarred, and blocked upon completion of logging. Clearing debris shall be placed on and around the barriers so as to prevent further use of the road by vehicles.

SPECIAL ATTENTION ITEMS:

Sec. 42.ii Portable toilets  
Sec. 42.m-p Seasonal Restrictions  
Sec. 42.kk Logging Residue Reduction

DESIGNATION AND SALE OF ADDITIONAL TIMBER (Sec. 42.i.)

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,

-The designation and sale of additional timber described in this section is not included in the advertised sale volume nor was it included in the timber sale appraisal.

# Seasonal Restrictions Matrix

Activity	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC	
	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Felling and Bucking	No Restrictions																							
Ground-Based Yarding																								
Skyline Yarding – All areas not covered by Skyline Yarding Timeline below																								
Skyline Yarding unit 1 – accessed from rocked roads	No Restrictions																							
Road construction, renovation, stabilizing, and decommissioning																								
Log Haul from unit 1 – rock-surface roads	No Restrictions																							
Log Haul – all natural-surface roads and all other rocked road segments																								
Instream work period																								

\*All dates are dependent on actual weather conditions

\*\*Restricted times are shaded

TIMBER SALE CONTRACT SPECIAL PROVISIONS

Sec. 41.

RESERVED

- a. All timber on the reserve area(s) shown on Exhibit A and all painted orange and/or posted trees which are on or mark the boundaries of the reserve.
- b. All trees marked with orange paint in the partial cut areas shown on Exhibit A.
- c. All Bigleaf Maple in the partial cut areas shown on Exhibit A unless otherwise approved by the Authorized Officer.
- d. All snags, and down trees in the partial cut areas shown on Exhibit A, unless approved by the Authorized Officer.

Sec. 42. Special Provisions

LOGGING

- a. Periodic Payment and First Installment Adjustment
  1. Notwithstanding the provisions of Sec. 3(b), the amount of the first installment may be reduced by the Government when the Contracting Officer requests the Purchaser to interrupt or delay operations for a period expected to last more than thirty (30) days during the operating season. Such interruption or delay must be beyond the Purchaser's control. Operating Season shall be defined, for this purpose, as the time of year in which operations of the type required are normally conducted and not specifically restricted under the contract. The first installment may be reduced to five (5) percent of the installment amount listed in Sec. 3(b), during the delay period. The Purchaser must request such a reduction in writing. When the Contracting Officer notifies the Purchaser that operations may proceed, the Purchaser shall have fifteen (15) days after such notification to return the first installment to the full value specified in 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 may be made by the Government if the Contracting Officer interrupts or delays contract operations for a period expected to last at least thirty (30) days, and the interruption or delay is beyond the Purchaser's control. Any adjustment made shall provide the Purchaser with an equal amount of operating time as would have been available without the delay. The Purchaser shall request such adjustment in writing before the due date for a periodic payment contained in 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 pre-work conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved. The Purchaser shall provide a minimum of seven (7) days' notice when requesting the scheduling of a pre-work conference.

c. Before beginning operations on the contract area for the first time or after a shutdown of seven (7) 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 seven (7) 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. Where skyline yarding occurs through the buffered streams, all logs must be transported completely clear of the ground (fully suspended) for a minimum of one hundred (100) feet slope distance on both sides of the stream. Skyline yarding roads that cross streams shall be perpendicular to streams.

e. 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 (40) feet plus trim before being yarded.

f. 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.

g. In the Partial Cut Area – Skyline Yarding shown on Exhibit A, yarding shall be done with a skyline-type cable system. The skyline-type system shall be equipped with a clamping energized or mechanical slackpulling carriage that has 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 tail holds outside the Partial Cut Areas shall be required where necessary to meet this requirement. The number of designated corridors and their locations and tail and lift trees will be approved by the Authorized Officer prior to commencement of falling operations.

h. In the “Partial Cut Area - Ground-Based areas” shown on Exhibit A, Yarding shall be done so that the lead-end of the log is lifted fully off the ground. The area composed of skid trails and landings shall not exceed 10% of the total ground-base yarding area, generally skid roads shall be spaced no closer than 150 feet unless otherwise agreed to by the Authorized Officer. Ground based

skidding equipment shall not operate off of existing skid roads within 240 feet of streams. Excavation on designated skid roads shall be limited to a maximum cut of one foot unless authorized 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 skid roads. Skid roads shall be approved by the Authorized Officer prior to the commencement of falling operations. All non-skidding equipment operated off skid roads shall not exceed a ground pressure rating of 8 p.s.i. (pounds per square inch), and shall be tracked-mounted, have a boom mounted cutting head or grapple and shall operate on a continuous layer of slash with no more than two passes over the same ground shall be permitted and be approved by the Authorized Officer Immediately following ground-based yarding activities for any operating season, the Purchaser shall construct water bars and block the entrance to skid trails as designated by the Authorized Officer.

i. 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 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/or cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Authorized Officer, the width of both skid roads and cable roads 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 a non-reserve color of 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 the tree species are not listed in Exhibit B of this contract and otherwise reserved in Section 41 of the contract or any tree that exceeds 32 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 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 prescriptions. 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.

j. No yarding or loading is permitted in or through the reserve area, shown on Exhibit A, unless approved by the Authorized Officer.

k. 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.

l. Excessive damage to reserve timber, as determined by the authorized officer, will result in suspension of yarding operations until corrective measures to prevent further damages have been approved by the authorized officer.

SEASONAL RESTRICTIONS

m. No ground-based or skyline yarding shall be conducted on the partial cut areas shown on Exhibit A between October 16 of one calendar year and May 31 of the following calendar year, both days inclusive, and during other periods of wet soil conditions as determined by the Authorized Officer. Except for the skyline portions of Unit 1, operations in this unit accessed from rocked surfaced roads are permitted year round.

n. No road renovation, road construction, road decommissioning, sub-soiling, shown on Exhibit C shall be conducted between October 16 of one calendar year and May 31 of the following calendar year, both days inclusive, and during other periods of wet soil conditions as determined by the Authorized Officer. Road Maintenance as shown on Exhibit E and described in Exhibit D shall be performed during periods approved by Authorized Officer.

o. No hauling shall be conducted between October 16 of one calendar year and May 31 of the following calendar year, both days inclusive, and during other periods of wet soil conditions as determined by the Authorized Officer. Except for the skyline portions of Unit 1, operations in this unit accessed from rocked surfaced roads are permitted year round.

p. No instream work on culverts shall be conducted between September 1 of one calendar year and July 14 of the following calendar year, both days inclusive.

ROAD CONSTRUCTION, IMPROVEMENT, RENOVATION, MAINTENANCE AND USE

q. The Purchaser shall construct natural surfaced roads: Spur A1 (Sta. 31+50 – 39+40), Spur C1, Spur D, Spur E1, Spur E2, and Spur G. Purchaser shall construct and rock roads: Spur A and A1 (Sta. 0+00 – 31+50). Purchaser shall renovate natural surfaced roads: Spur B and Spur C. Purchaser shall renovate surfaced roads: Spur E, Spur F, 3N-2-5.0, 3N-3-1.0, 4N-3-36.2, and Gunner's Lakes/Pisgah Lookout Road.

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

s. Within 30 days of completion of yarding and hauling operations, the Purchaser shall decommission Spur A1 (Sta. 31+50 – 39+40), Spur B, Spur C, Spur C1, Spur D, Spur E1, Spur E2, and Spur G as shown on Exhibit C, by subsoiling, installing non-drivable waterbars, and blocking. Purchaser shall decommission Spur A and Spur A1 (Sta. 0+00 – 31+50) as shown on Exhibit C, by only installing non-drivable waterbars, and blocking. Purchaser shall stabilize roads: 3N-2-5.0 (MP 1.260 – 1.750) and 3N-3-1.0 as shown on Exhibit C, by installing drivable waterbars. Subsoiling shall consist of loosening the soil to a depth of eighteen 18 inches utilizing excavator attachments, log loader tongs or other approved equipment acceptable to the Authorized Officer. No subsoiling shall be required where the road traverses rock outcroppings. All natural water courses shall be opened to prevent erosion of the road. All removed culverts shall become the property of the Purchaser and shall be removed from

Government property in a legal manner. Barriers shall be constructed and clearing debris shall be placed on and around the barriers so as to prevent further use of the road by vehicles as shown on Exhibit C.

t. 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 Sections 42.t-z.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
Spur A	0.266	BLM	Rocked	Purchaser
Spur A1	0.746	BLM	Rocked/Natural	Purchaser
Spur B	0.126	BLM	Natural	Purchaser
Spur C	0.173	BLM	Natural	Purchaser
Spur C1	0.083	BLM	Natural	Purchaser
Spur D	0.056	BLM	Natural	Purchaser
Spur E1	0.408	BLM	Natural	Purchaser
Spur E2	0.180	BLM	Natural	Purchaser
Spur G	0.487	BLM	Natural	Purchaser
3N-3-1.0	1.178	BLM	Rocked	Purchaser
3N-2-5.0 C,D	0.490	BLM	Rocked	Purchaser
3N-2-6.2B	0.023	BLM	Rocked	Purchaser
4N-3-15.0A	0.448	BLM	Rocked	Purchaser
4N-3-14.1G,I	0.160	BLM	Rocked	Purchaser

u. The Purchaser shall pay BLM (**\$2,082.10**) for rock wear fees on BLM controlled roads as directed by the Authorized Officer for the transportation of timber included in the contract price required under terms of the contract over roads listed in Section 42.s as rocked. Additional fees for rockwear will be charged for volume added by contract modification.

v. The Purchaser shall perform any road repair and maintenance work on roads used, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract which is attached hereto and made a part hereof. Purchaser shall spread **100** cubic yards of crushed rock on BLM controlled roads as directed by Authorized Officer as part of maintenance requirements.

w. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement S-522 (OR046337) between the United States of America and **John Hancock Life Insurance Company (Hancock)**. The Purchaser will be required to enter into a license agreement with Hancock and shall furnish to the Authorized Officer a copy of the executed license agreement prior to commencement of operations. License Agreement conditions

include: 1) Payment to Hancock, a road use obligation of **(\$2,990.00)**. Purchaser agrees to pay Hancock an additional road use fee based on the rate of \$5.00/MBF for all volume added by contract modification, that travels over said roads, with payment to be made prior to contract termination. 2) The Purchaser shall place **15 cubic yards** of aggregate, conforming to the requirements in Section 1000 of Exhibit C of this contract, on Hancock controlled roads in lieu of paying a rockwear fee for the transportation of timber included in the contract price over roads below. Rockwear fees have been calculated to account for all anticipated modification volume, therefore additional fees for modification volume will not be charged. 3) The Purchaser will be required to carry liability insurance with the limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and provide a performance bond in the amount of \$1,000.00. Default by the Purchaser of said Right-of-Way and Road Use Agreement or any license agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
3N-2-8.0 a,b,c	1.43	Hancock	Rocked	Purchaser

x. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement S-623 (OSR0015520) between the United States of America and **Longview Timberlands LLC (Longview)**. The Purchaser will be required to enter into a license agreement with Longview and shall furnish to the Authorized Officer a copy of the executed license agreement prior to commencement of operations. License Agreement conditions include: 1) Payment to Longview, a road use obligation of **(\$12,906.00)**. Purchaser agrees to pay Longview an additional road use fee based on the rate of \$5.00/MBF for all volume added by contract modification, that travels over said roads, with payment to be made prior to contract termination. 2) The Purchaser shall place **35 cubic yards** of aggregate, conforming to the requirements in Section 1000 of Exhibit C of this contract, on Longview controlled roads in lieu of paying a rockwear fee for the transportation of timber included in the contract price over roads below. Rockwear fees have been calculated to account for all anticipated modification volume, therefore additional fees for modification volume will not be charged. 3) The Purchaser will be required to carry liability insurance with the limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and provide a performance bond in the amount of \$1,000.00. Default by the Purchaser of said Right-of-Way and Road Use Agreement or any license agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
3N-2-5.0 a,b	1.260	Longview	Rocked	Purchaser
3N-2-6.2 a,c	0.288	Longview	Rocked	Purchaser
4N-3-36.2 a	0.082	Longview	Rocked	Purchaser

y. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement S-522A (OR065603) between the United States of America and **Longview Timberlands LLC (Longview)**. The Purchaser will be required to enter into a license agreement with Longview and shall furnish to the Authorized Officer a copy of the executed license agreement prior to commencement of operations. License Agreement conditions include: 1) No Payment to Longview for road use obligation. 2) The Purchaser shall place **15 cubic yards** of aggregate, conforming to the requirements in Section 1000 of Exhibit C of this contract, on Longview controlled roads in lieu of paying a rockwear fee for the transportation of timber included in the contract price over roads below. Rockwear fees have been calculated to account for all anticipated modification volume, therefore additional fees for modification volume will not be charged. 3) The Purchaser will be required to carry liability insurance with the limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and provide a performance bond in the amount of \$1,000.00. Default by the Purchaser of said Right-of-Way and Road Use Agreement or any license agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
3N-2-15.0 b	0.310	Longview	Rocked	Purchaser

z. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement S-522F (OR066364) between the United States of America and **RMK Select Timberland Investment Fund II (RMK)**. The Purchaser will be required to enter into a license agreement with RMK and shall furnish to the Authorized Officer a copy of the executed license agreement prior to commencement of operations. License Agreement conditions include: 1) No Payment to RMK for road use obligation. 2) The Purchaser shall place **70 cubic yards** of aggregate, conforming to the requirements in Section 1000 of Exhibit C of this contract, on RMK controlled roads in lieu of paying a rockwear fee for the transportation of timber included in the contract price over roads below. Rockwear fees have been calculated to account for all anticipated modification volume, therefore additional fees for modification volume will not be charged. 3) The Purchaser will be required to carry liability insurance with the limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and provide a performance bond in the amount of \$1,000.00. Default by the Purchaser of said Right-of-Way and Road Use Agreement or any license agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
3N-2-14.1 j1	0.300	RMK	Rocked	Purchaser
4N-3-28.1	1.042	RMK	Rocked	Purchaser

aa. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement S-522G (OR066365) between the United States of America and **Scappoose Western Forests, LLC (Scappoose Western)**. The Purchaser will be required to enter into a license agreement with Scappoose Western and shall furnish to the Authorized Officer a copy of the executed license agreement prior to commencement of operations. License Agreement conditions include: 1) No Payment to Scappoose Western for road use obligation. 2) The Purchaser shall place **50 cubic yards** of aggregate, conforming to the requirements in Section 1000 of Exhibit C of this contract, on Scappoose Western controlled roads in lieu of paying a rockwear fee for the transportation of timber included in the contract price over roads below. Rockwear fees have been calculated to account for all anticipated modification volume, therefore additional fees for modification volume will not be charged. 3) The Purchaser will be required to carry liability insurance with the limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and provide a performance bond in the amount of \$1,000.00. Default by the Purchaser of said Right-of-Way and Road Use Agreement or any license agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
4N-3-14.1 f,h	0.390	Scappoose Western	Rocked	Purchaser
4N-3-15.0 c,d	0.550	Scappoose Western	Rocked	Purchaser

bb. The Purchaser also agrees that if they elect to use any other private road which is the subject of a right-of-way agreement with the Government for the removal of Government timber sold under the terms of this contract, Purchaser shall request and agree to the modification of this contract to provide for such use and for allowances for amortization of the Government's share of the capital investment of any such road.

cc. The Purchaser shall perform any road repair and maintenance work on roads used, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract which is attached hereto and made a part hereof. Purchaser shall spread **150** cubic yards of crushed rock on roads used for the timber sale that are *not* BLM controlled roads, as directed by Authorized Officer as part of maintenance requirements.

#### ENVIRONMENTAL PROTECTION

dd. During culvert installation or replacement activities all stream flow shall be diverted around the culvert work occurring in live streams, as to maintain downstream flows and minimize turbidity. Woody material removed from stream channels during culvert work shall be placed in the stream channel downstream of the culvert.

ee. If in connection with operations under this contract the Purchaser, their 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.

ff. In addition to the requirements set forth in Section 25 of this contract, the Purchaser shall power wash all road construction and ground-based logging equipment including loaders and mechanically propelled brush cutters, prior to entry onto BLM lands each work season, or before returning to BLM lands after leaving it. Equipment shall be inspected by the Authorized Officer at a site approved by the Authorized Officer to verify that the equipment has been reasonably cleaned prior to entry onto BLM lands.

gg. 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, or;

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

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

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

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

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

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

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

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

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraphs, 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

hh. Immediately following ground-based yarding activities for any operating season, the Purchaser shall construct water bars and block skid trails as designated by the Authorized Officer.

ii. Purchaser shall supply and maintain portable toilets during work. Portable toilets shall be used by all workers when working in sale area. Upon completion of work the purchaser shall remove the portable toilets.

FIRE PROTECTION

jj. 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 working order, and immediately available on the contract area, the following equipment for use during closed fire season or periods of fire danger:

(a) Firefighting tools shall be kept at each landing or at such other place at 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 or less than one (1) tool for each man 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 (1) tank truck of one thousand (1000) gallons or more capacity, or multiple engines equal to 1000 gallons capacity, with five hundred (500) feet of 1 ½ inch hose, one thousand (1000) feet of 1 inch hose, one (1) 1 ½ inch gated wye, one (1) 1 inch gated wye, two (2) 1 ½ to 1 inch reducers, and three (3) 1 inch nozzles. The tank truck or smaller engines shall be equipped with a pump capable of delivering a minimum of forty (40) pounds per square inch (psi) engine pressure through fifty (50) feet of 1 ½ inch hose. The pump may be either a power take off (PTO), or a truck-mounted auxiliary engine. All equipment shall be acceptable to 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 bulldozers, tank trucks, and/or engines shall be filled with fuel and made ready for immediate use. All tank trucks, and /or engines and portable tanks shall be filled with water and made available for immediate use.

(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.

(e) 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 shall hang when the cable is tight. Such clearings shall be inspected periodically by the Purchaser and shall be kept free of flammable material.

(f) During Oregon Department of Forestry fire season, no smoking shall be permitted outside of closed vehicles.

#### LOGGING RESIDUE REDUCTION

kk. Immediately upon completion of harvest on any individual units, logging slash at all landings shall be machine piled and site preparation that includes slashing, lopping, hand piling, and covering in the areas shown on Exhibit G will be treated as follows:

#### SITE PREPARATION

The Authorized Officer shall notify the Purchaser of the date work is to begin. Work shall begin within ten (10) days of such date. A pre-work meeting prior to startup of the site preparation will be required. Slashing, lopping, hand pile construction and covering of hand piles shall be completed as follows:

#### SLASHING AND LOPPING

1. All standing woody vegetation (brush), whips, and designated trees over one (1) foot in height shall be felled (slashed) and lopped into six (6) foot or smaller lengths in areas shown on Exhibit G. Designated trees to be slashed include Douglas-fir, grand fir, and noble fir.
2. All logging slash and slashed woody vegetation that is greater than six (6) feet in length and between one (1) inch and six (6) inches in diameter shall be lopped. Larger material which has a portion meeting this specification must be bucked at the six (6) inch diameter.

3. All woody vegetation, whips, and designated trees shall be completely severed from the stump(s). Stump height shall not exceed six (6) inches measured on the uphill side.
4. All Western redcedar, Western hemlock, and red alder trees shall be reserved and undamaged.

#### CONSTRUCTION AND COVERING OF HAND PILES

5. All logging slash and slashed woody vegetation greater than two (2) feet long and between one (1) inch and six (6) inches in diameter at the large end should be hand piled and burned. Larger material which has a portion meeting this specification must be bucked at the six (6) inch diameter and that portion piled and burned.

6. All hand piles should have the slashed limbs, logs, and slashed woody vegetation placed parallel in the pile and should be constructed as compactly as possible with an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels. Piles shall be no larger than ten (10) feet in diameter, nor taller than six (6) feet unless otherwise directed by the Authorized Officer. Hand piles should be placed so that no pile is closer than fifteen (15) feet from the bole of retained green trees or snags; however when bigleaf maple stumps are located closer than twenty-five (25) feet from retained green trees hand piles should be placed on top of the bigleaf maple stumps regardless of spacing. When constructing hand piles on top of bigleaf maple stumps, the piles should be as large as possible to ensure that the stumps and sprouts are completely covered during burning, but not so large as to affect the retained green trees. Hand piles should not be placed in stream channels or on roads.

7. The total surface area of each pile shall be covered at least seventy-five percent (75%) with four (4) mil. (0.004) inch thick black plastic. The plastic shall be oriented southwest to northeast. Placement of the plastic shall start two (2) feet above the ground at the southwest side of each pile and extend over the top and go one-quarter (1/4) the distance to the ground on the opposite northeast side. Woody debris shall then be placed on top of the plastic so that both sides and the middle are held in place during strong wind conditions.

8. The Purchaser shall provide all tools, materials, equipment, personnel and incidentals necessary to satisfactorily perform and complete the work at the Purchaser's expense.

#### CONSTRUCTION AND COVERING OF MACHINE PILES

9. Within thirty (30) feet (horizontal distance) of the edge of each landing, tops, and other activity generated woody debris shall be piled for burning and covered within fifteen (15) days of the removal of yarding equipment from the landing area.

10. With the written approval of the Authorized Officer, machine piles may be constructed in areas along roads that have been designated for slash pullback. Equipment will be limited to the roadbed to avoid compaction within the harvest area.

11. Machine piles and landing piles should be located as far as possible from green trees, to minimize damage.

12. Machine piles and landing piles should be free of dirt and other non-wood debris, constructed as compactly as possible, with an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels.

13. The total surface area of each pile shall be covered at least seventy-five percent (75%) with four (4) mil. (0.004) inch thick black plastic. The plastic shall be oriented southwest to northeast. Placement of the plastic shall start two (2) feet above the ground at the southwest side of each pile and extend over the top and go one-quarter (1/4) the distance to the ground on the opposite northeast side. Woody debris shall then be placed on top of the plastic so that both sides and the middle are held in place during strong wind conditions.

14. No landing debris shall be dozed off the landing and covered with dirt.

15. If landing debris is minimal and determined by the Authorized Officer to not be a major fire hazard, the debris should be removed from the landing area and scattered on yarding corridors or skid trails to a depth not to exceed six (6) inches, as directed by the Authorized Officer.

#### PRESCRIBED BURNING

Notwithstanding the provisions of Section 15 of this contract, the Government shall assume all obligations for the disposal or reduction of the fire hazards caused by slash created by the Purchaser's operations on Government lands, except for logging residue reduction and slash pullback operations listed above, and burning and fire control assistance as required herein. Upon phone notification by the Authorized Officer of required performance prior to ignition, the Purchaser shall, under supervision of the Authorized Officer or his designated representative, assist in, hand pile burning, landing pile burning, and fire control on the day of ignition. In addition, debris which has been buried at landings and is determined to be the source of holdover fire shall be excavated by the Purchaser with a tractor and/or hydraulic excavator as directed by the Authorized Officer.

The Purchaser shall furnish, at his own expense, the services of personnel and equipment on all units requiring burning as shown below.

1. One (1) work leader (Firefighter Type 1 (FFT1)) to supervise crew and to serve as Purchaser's representative.
2. A five (5) person crew (Firefighter Type 2 (FFT2)) for ignition of hand piles, machine piles, or landing piles
3. Five (5) drip torches with thirty-five (35) gallons of slash fuel (4:1 ratio of diesel to gasoline).
4. Aluma-gel or other incendiary thickener.
5. One (1) chain saw with fuel.

6. One (1) hand tool per above listed personnel on the day of ignition.

All listed personnel shall be physically fit, experienced and fully capable of functioning as required. In addition, all listed personnel shall be qualified according to the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide, PMS-310-1 and provide documentation of these qualifications. On the day of ignition all listed personnel shall be fluent in speaking and understanding English, clothing shall consist of long pants and long sleeved shirts, and be of approved aramid fabric (Nomex™ or equivalent), as well as being free of diesel fuel oil. All personnel shall wear lug sole boots with minimum eight (8) inch tall uppers that provide ankle support, approved hardhats and leather gloves. Personnel who do not meet these requirements or do not have proper clothing and personal protective equipment (PPE) will not be allowed to participate.

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

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

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

Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the personnel and equipment required herein, the Purchaser shall be responsible for all additional cost incurred by the Government in disposing of slash including but not limited to the wages and other costs of providing federal employees and others as substitute labor force, the cost of providing substitute equipment and appropriate additional overhead expenses. If the Purchaser's failure results in a deferral of burning and new conditions necessitate additional site preparation work and/or the use of additional personnel and equipment to accomplish the planned burn, the Purchaser also shall be responsible for such additional costs.

#### LOG EXPORT RESTRICTION

II. 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 and specifications suitable for end-product uses; or (4) western redcedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction 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 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 Domestic Processing of Timber." The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

In the event an affiliate of the Purchaser has exported private timber within twelve (12) months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in 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 Authorized Officer, the Purchaser shall, prior to the removal of timber from the contract area, brand with Purchaser's registered log brand at least one end of each log, bolt, or other roundwood and identify each of these by painting with highway yellow paint.

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. 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.

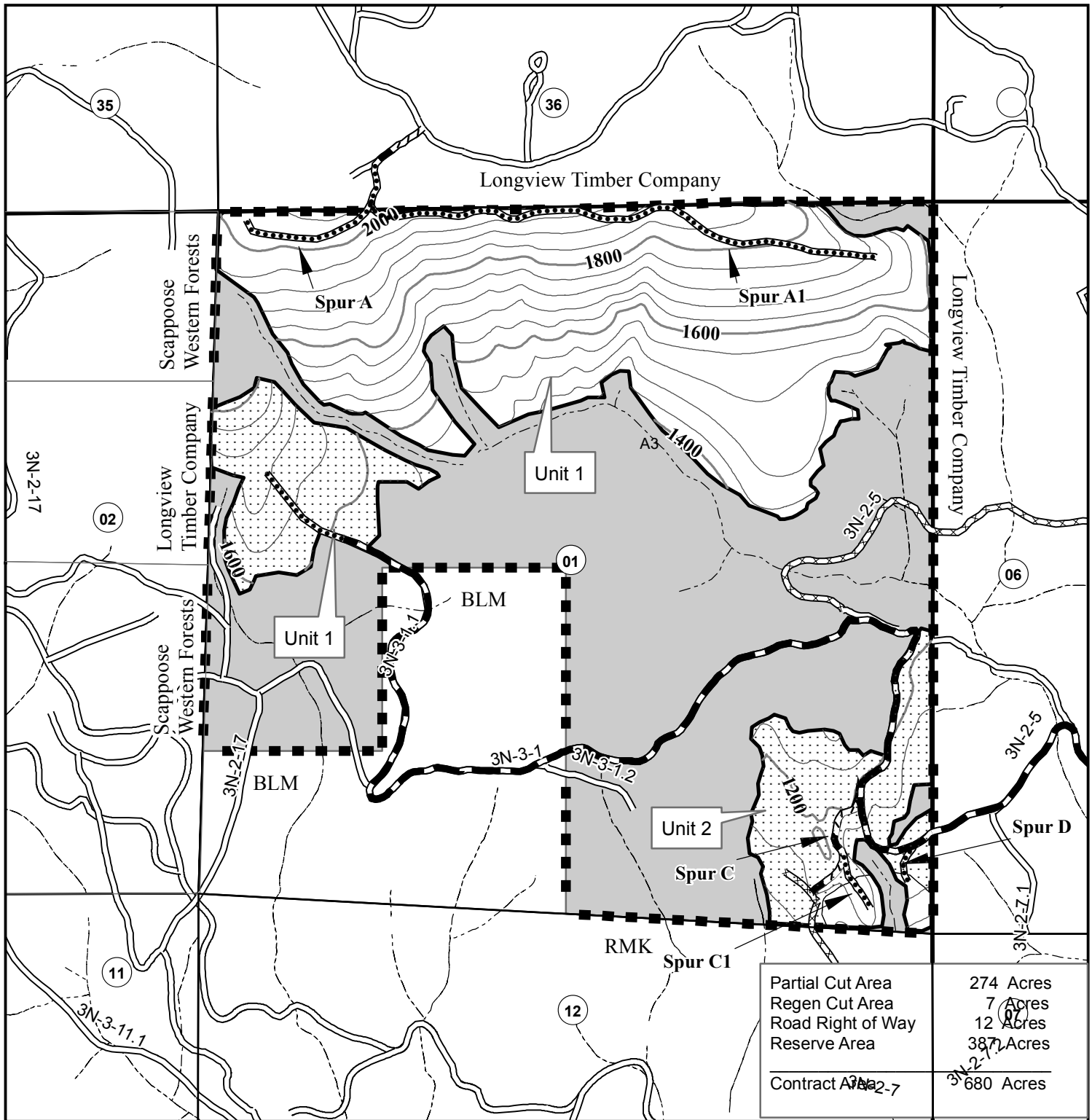
At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. Any increased costs for log branding and painting shall be the responsibility of the Purchaser.

United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
**TIMBER SALE CONTRACT MAP**

Contract No. TS-2013.0103  
Rabinsky's Cube Timber Sale  
Exhibit A  
Page 1 of 3

T. 3N, R2W Sections 7 and 9 & T. 3N, R. 3W, Section 1, W. M. - SALEM DISTRICT - OREGON

Date: 8/1/2013



Partial Cut Area	274 Acres
Regen Cut Area	7 Acres
Road Right of Way	12 Acres
Reserve Area	387 Acres
Contract Area	680 Acres



0 750 1,500 3,000 Feet  
Contour Interval: 40' 1 inch = 1,000 feet

--- Streams	== Other Roads	■ Contract Area
== Renovated Road	== Impassable Roads	■ Reserve Area
== Road to be maintained	<b>Treatment areas by method</b>	■ Cutting Unit Boundary
== Right of Way: New Construction	□ Partial Cut Area - Skyline	
	□ Partial Cut Area - Ground Based	

Note: Boundaries of Harvest Areas are posted and/or painted orange.

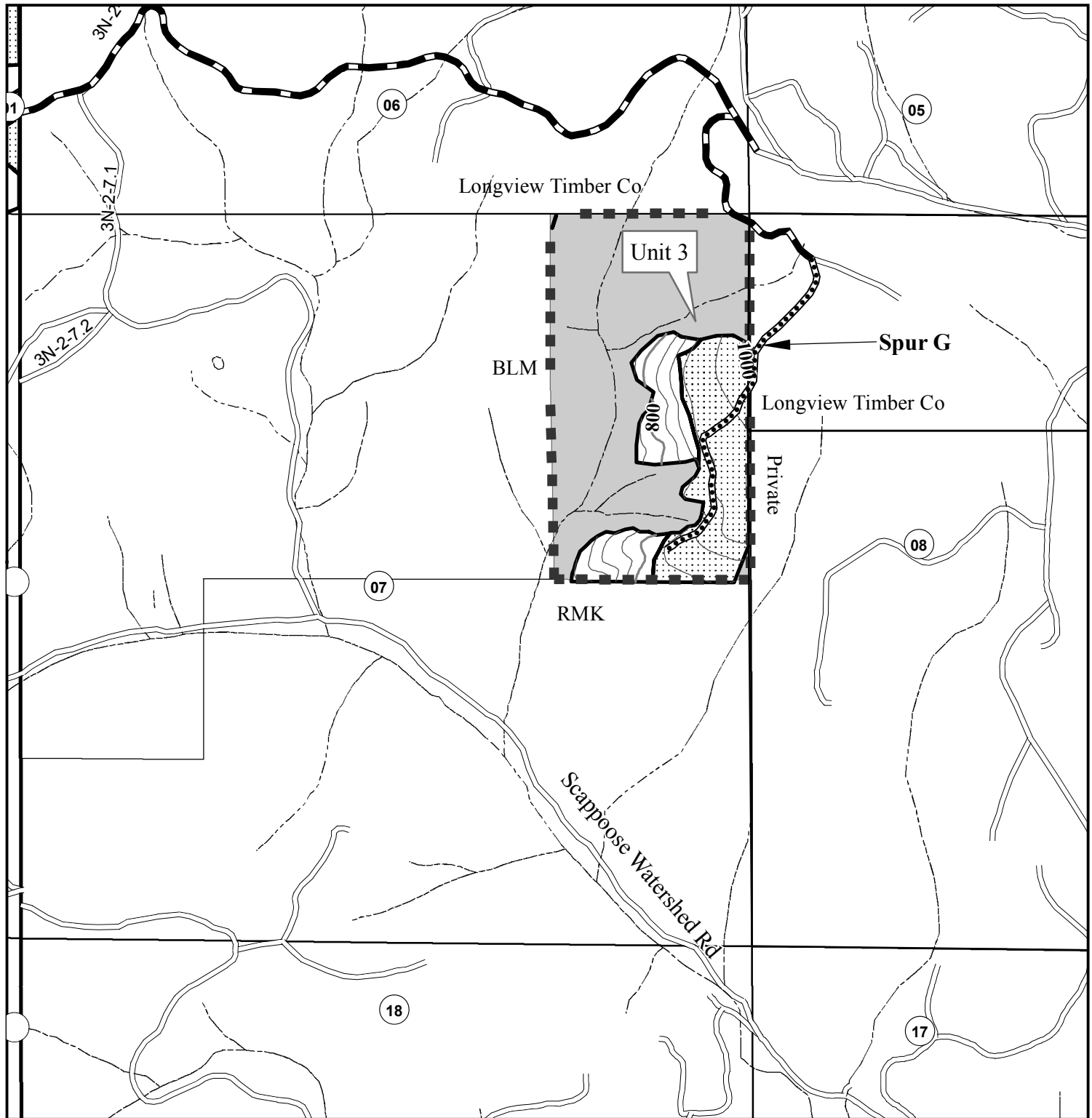
Acres shown on Exhibit A for partial cut have been computed using a Trimble Pro XH Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.  
csween

United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
**TIMBER SALE CONTRACT MAP**

Contract No. TS-2013.0103  
Rabinsky's Cube Timber Sale  
Exhibit A  
Page 2 of 3

T. 3N, R2W Sections 7 and 9 & T. 3N, R. 3W, Section 1, W. M. - SALEM DISTRICT - OREGON

Date: 8/1/2013



0 750 1,500 3,000 Feet  
Contour Interval: 40' 1 inch = 1,000 feet

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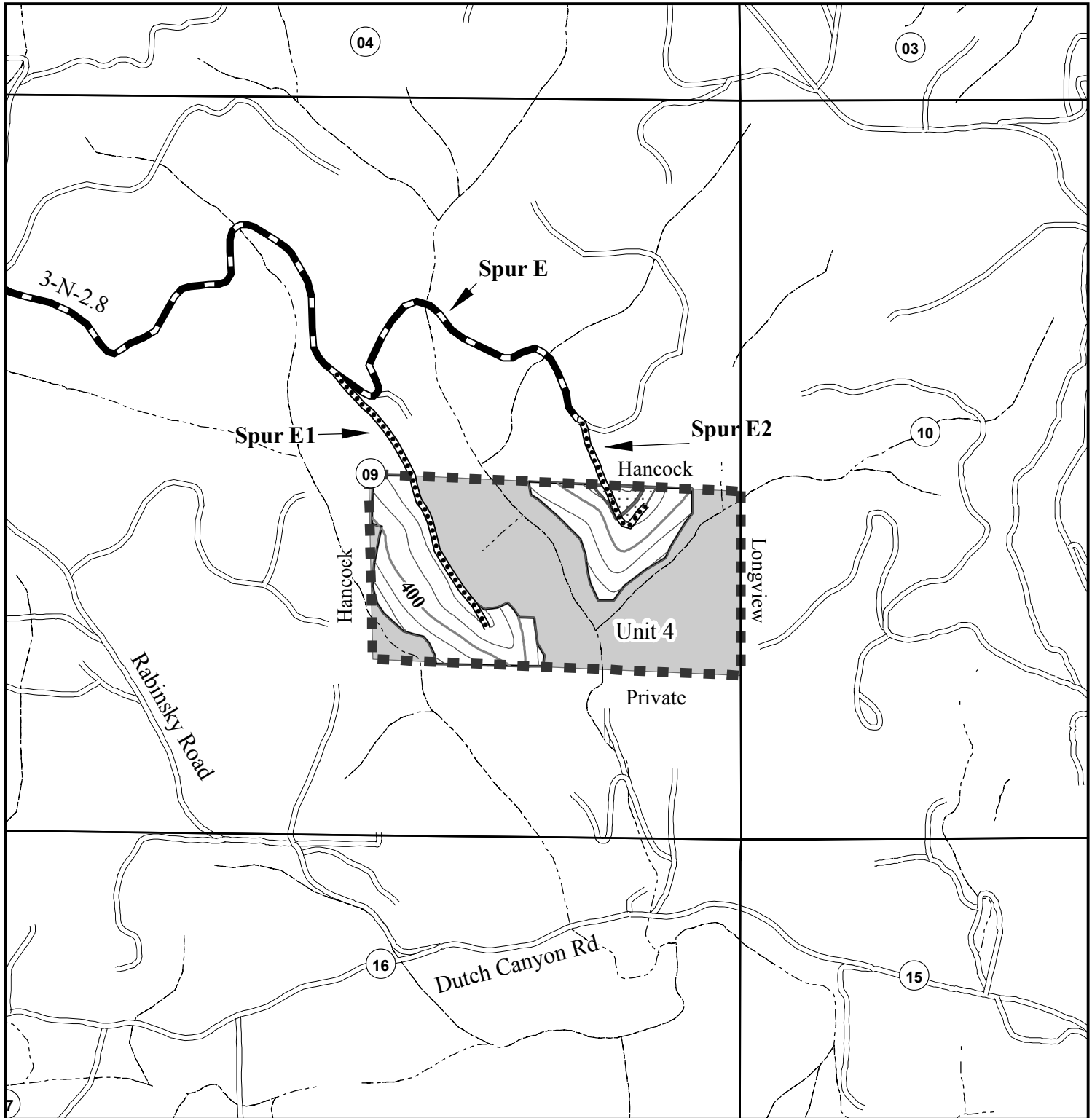
--- Streams	<b>Treatment areas by method</b>	Contract_Area
Renovated Road	Partial Cut Area - Skyline	Reserve_Area
Road to be maintained	Partial Cut Area - Ground Based	Cutting Unit Boundary
Right of Way: New Construction		
Other Roads		

United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
**TIMBER SALE CONTRACT MAP**

Contract No. TS-2013.0103  
Rabinsky's Cube Timber Sale  
Exhibit A  
Page 3 of 3

T. 3N, R2W Sections 7 and 9 & T. 3N, R. 3W, Section 1, W. M. - SALEM DISTRICT - OREGON

Date: 8/1/2013



0 750 1,500 3,000 Feet  
Contour Interval: 40' 1 inch = 1,000 feet

<b>Streams</b>	Other Roads	Contract Area
--- Streams		Reserve Area
renovate natural temp; renovation perm	<b>Treatment areas by method</b>	Cutting Unit Boundary
Road to be maintained	Partial Cut Area - Skyline	
Right of Way: New Construction	Partial Cut Area - Ground Based	

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**EXHIBIT B / PRE-SALE**

5450-3

Contract No.

ORS06-TS-2013.0103

Rabinsky's Cube

The following estimates and calculations of value of timber sold are made solely as an administrative aid for determining: (1) adjustments made or credits given in accordance with Secs. 6, 9, or 11; (2) when payments are due; and (3) value of timber subject to any special bonding provisions. The value of timber will be determined by multiplying the value per acre as shown below, times the amount of acreage as determined by the Authorized Officer, which has been cut or removed or designated for taking. Except as provided in Sec. 2, Purchaser shall be liable for total purchase price even though quantity of timber actually cut or removed or designated for taking is less than the estimated volume or quantity shown. Cutting areas are shown on **Exhibit A**.

SPECIES	ESTIMATED VOLUME OR QUANTITY (Units Specified)	PRICE PER UNIT	ESTIMATED VOLUME OR QUANTITY X UNIT PRICE
Douglas Fir	4,714.0 MBF	\$189.00	\$890,946.00
Western Hemlock	186.0 MBF	\$62.00	\$11,532.00
<b>TOTALS</b>	<b>4,900.0 MBF</b>		<b>\$902,478.00</b>

The apportionment of the total purchase price is as follows:

Unit 1 - 1

Douglas Fir	2,822.0 MBF	X	\$189.00	=	\$533,358.00
Western Hemlock	151.0 MBF	X	\$62.00	=	\$9,362.00
<b>Total</b>	<b>2973.0 Mbf</b>		<b>\$542,720.00</b>	÷	<b>195.0 acres = \$2,783.18/Acre</b>

Unit 2 - 2

Douglas Fir	783.0 MBF	X	\$189.00	=	\$147,987.00
<b>Total</b>	<b>783.0 Mbf</b>		<b>\$147,987.00</b>	÷	<b>37.0 acres = \$3,999.65/Acre</b>

Unit 3 - 3

Douglas Fir	546.0 MBF	X	\$189.00	=	\$103,194.00
<b>Total</b>	<b>546.0 Mbf</b>		<b>\$103,194.00</b>	÷	<b>29.0 acres = \$3,558.41/Acre</b>

Unit 4 - 4

Douglas Fir	563.0 MBF	X	\$189.00	=	\$106,407.00
Western Hemlock	35.0 MBF	X	\$62.00	=	\$2,170.00
<b>Total</b>	<b>598.0 Mbf</b>		<b>\$108,577.00</b>	÷	<b>32.0 acres = \$3,393.03/Acre</b>

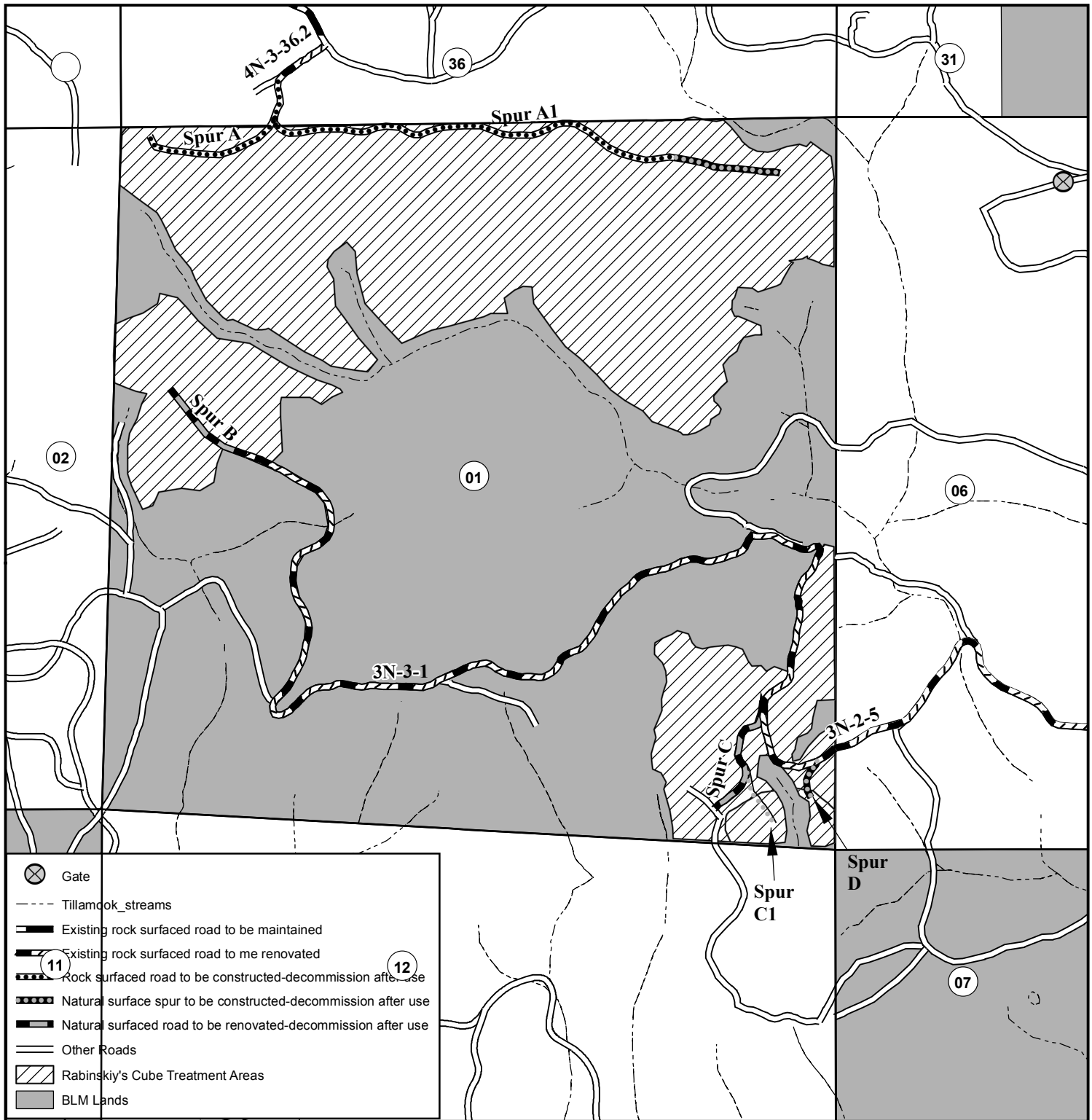
United States Department of the Interior  
BUREAU OF LAND MANAGEMENT

Contract No. TS-2013.0103  
Rabinsky's Cube Timber Sale  
Exhibit C  
Page 33 of 43

**ROAD PLAN MAP**

T. 3N, R2W Sections 7 and 9 & T. 3N, R. 3W, Section 1, W. M. - SALEM DISTRICT - OREGON

Date: 7/12/2013



**Note: Boundaries of Harvest Areas**  
are posted and/or painted orange.

Acres shown on Exhibit A for partial cut have been computed using a Trimble Pro XH Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction. csween

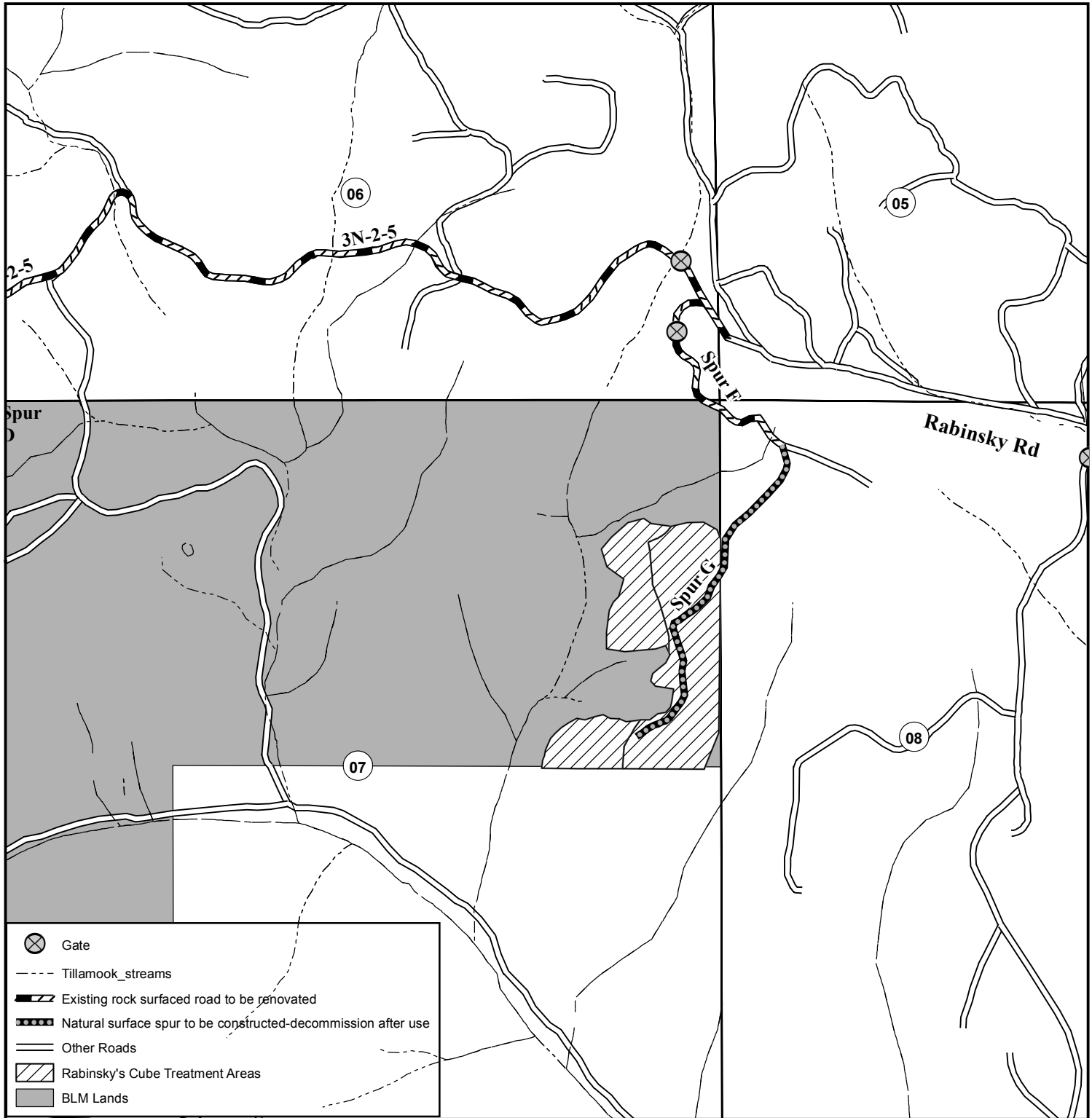
United States Department of the Interior  
BUREAU OF LAND MANAGEMENT

**ROAD PLAN MAP**

T. 3N, R2W Sections 7 and 9 & T. 3N, R. 3W, Section 1, W. M. - SALEM DISTRICT - OREGON

Contract No.TS-2013.0103  
Rabinsky's Cube Timber Sale  
Exhibit C  
Page 34 of 43

Date: 7/12/2013



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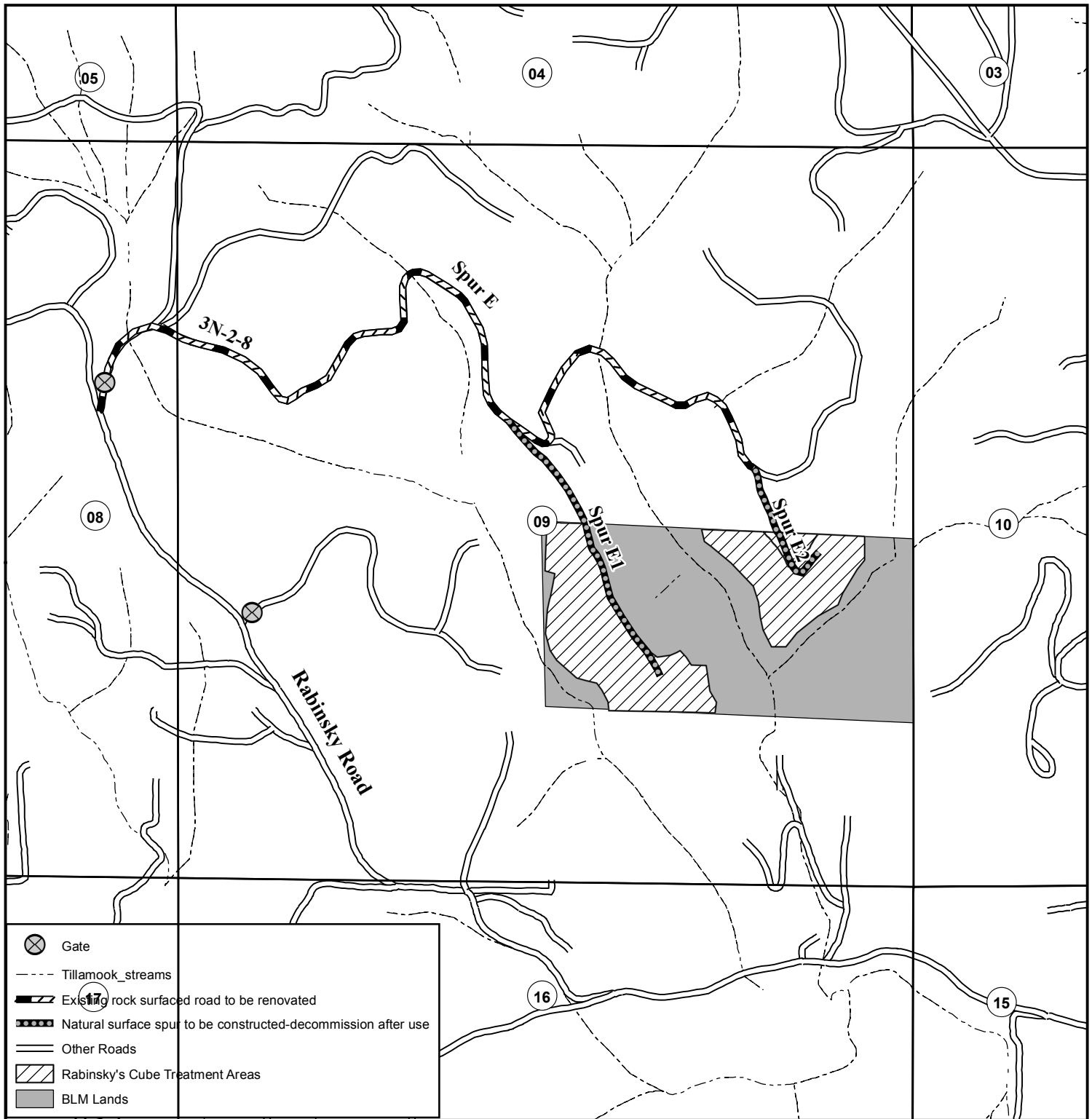
United States Department of the Interior  
BUREAU OF LAND MANAGEMENT

**ROAD PLAN MAP**

T. 3N, R2W Sections 7 and 9 & T. 3N, R. 3W, Section 1, W. M. - SALEM DISTRICT - OREGON

Contract No.TS-2013.0103  
Rabinsky's Cube Timber Sale  
Exhibit C  
Page 35 of 43

Date: 7/12/2013



0 0.125 0.25 0.5 Miles

1 inch = 1,000 feet

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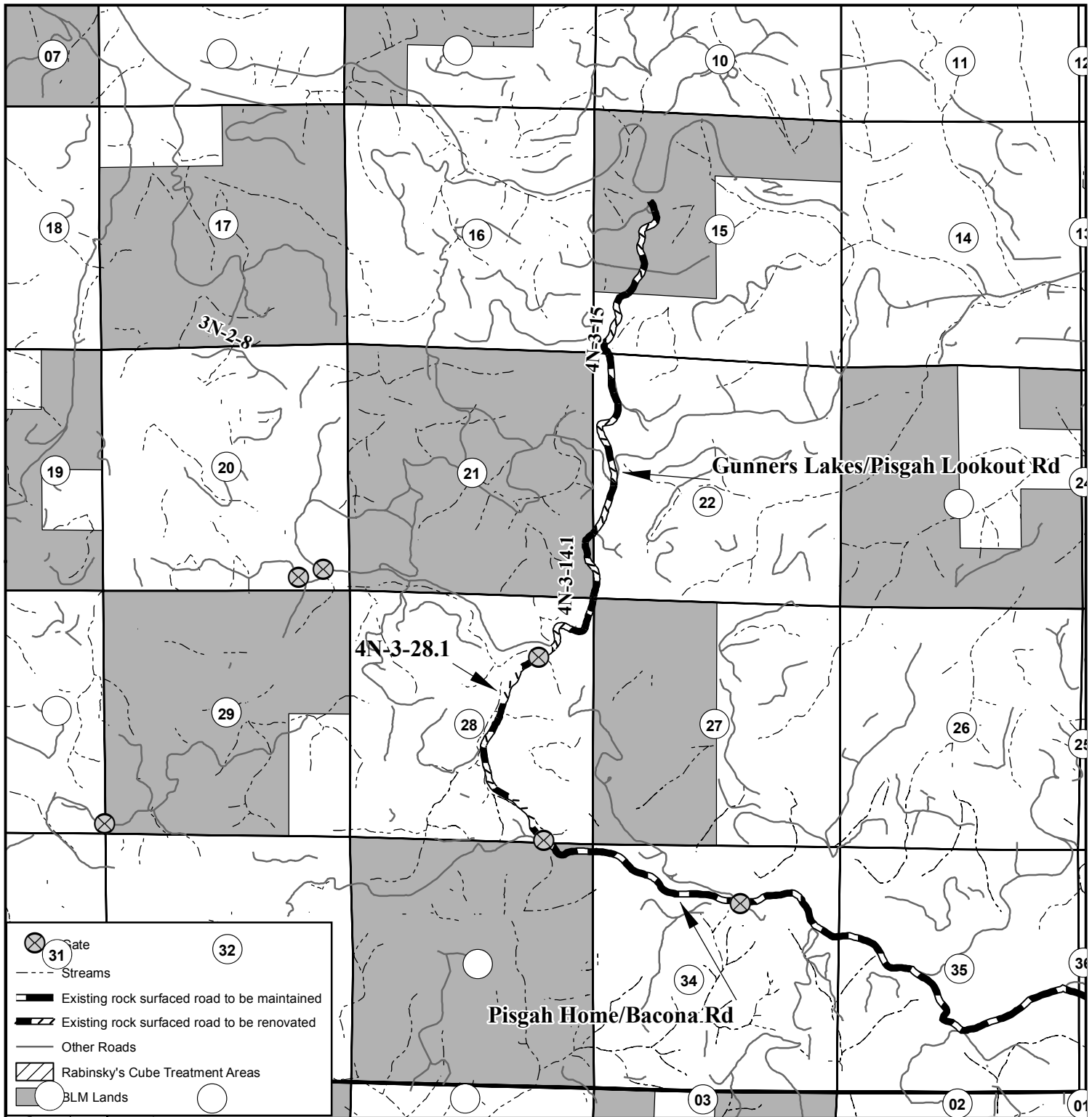
United States Department of the Interior  
BUREAU OF LAND MANAGEMENT

**ROAD PLAN MAP**

T. 3N, R2W Sections 7 and 9 & T. 3N, R. 3W, Section 1, W. M. - SALEM DISTRICT - OREGON

Contract No. TS-2013.0103  
Rabinsky's Cube Timber Sale  
Exhibit C  
Page 36 of 43

Date: 7/12/2013



0 0.425 0.85 1.7 Miles

1 inch = 3,000 feet

Note: Boundaries of Harvest Areas are posted and/or painted orange.

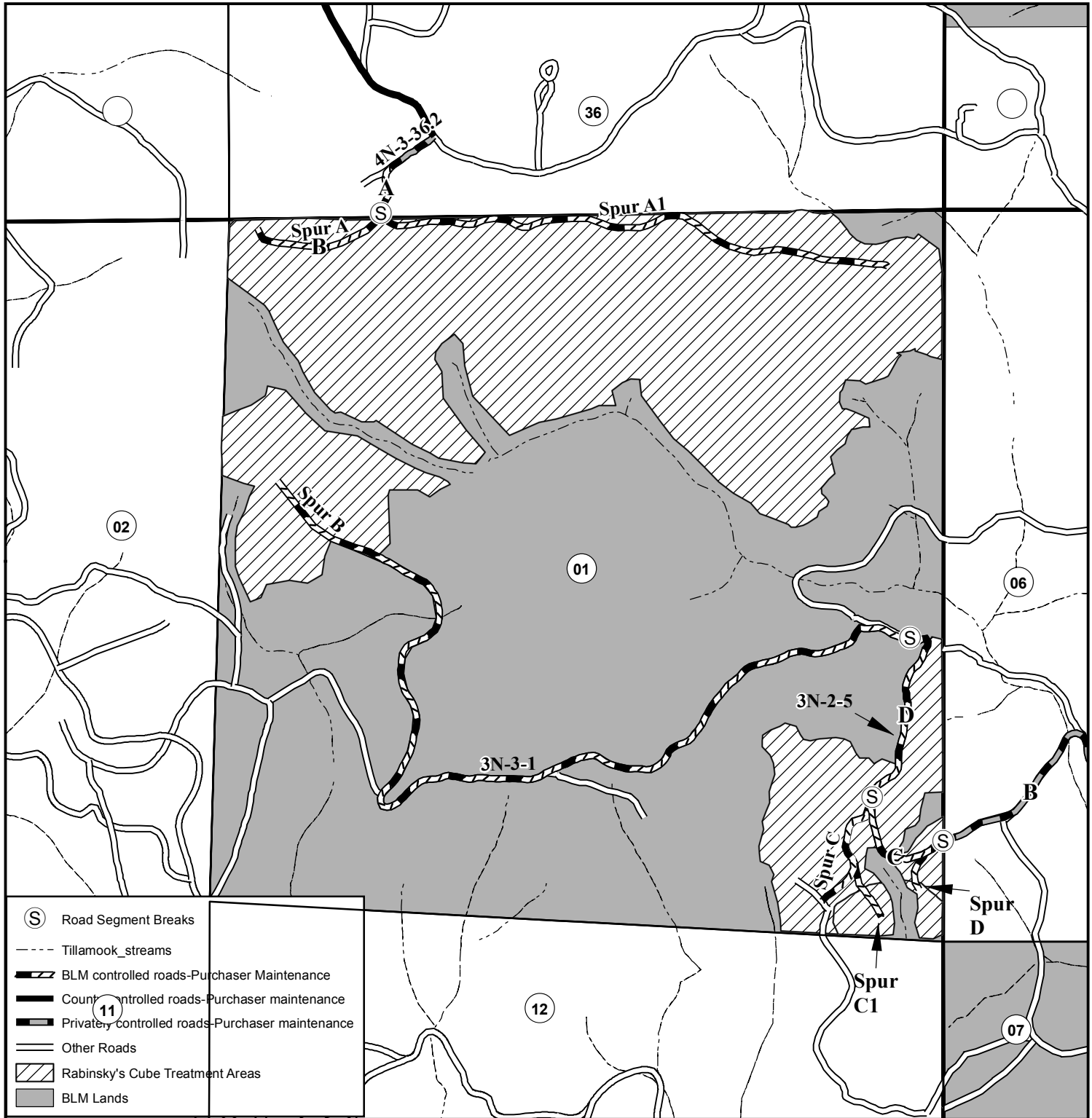
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United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
**MAINTENANCE AND ACCESS MAP**

Contract No. TS-2013.0103  
Rabinsky's Cube Timber Sale  
Exhibit E  
Page 1 of 4

T. 3N, R2W Sections 7 and 9 & T. 3N, R. 3W, Section 1, W. M. - SALEM DISTRICT - OREGON

Date: 7/12/2013



0 0.125 0.25 0.5 Miles

1 inch = 1,000 feet

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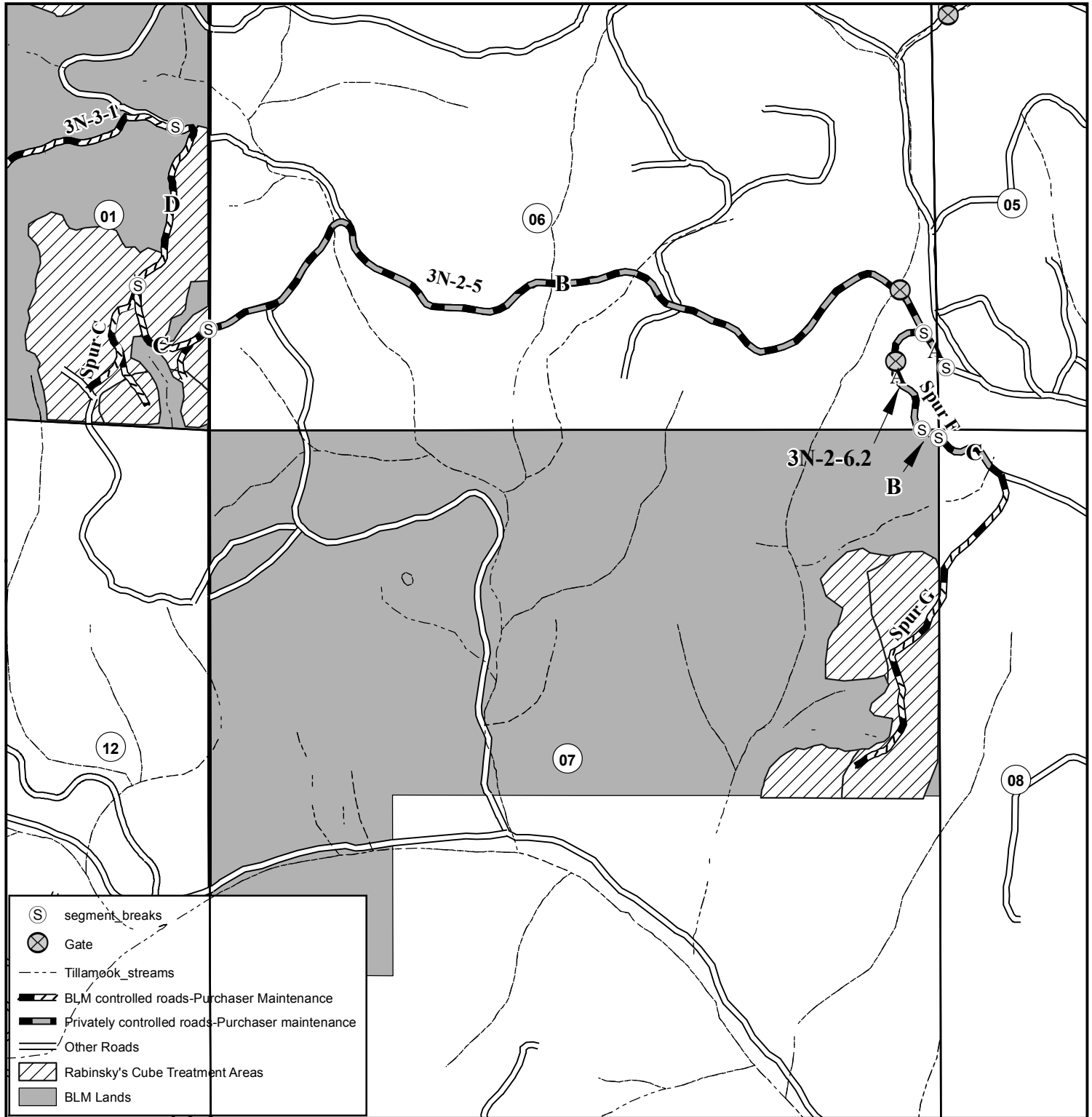
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United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
**MAINTENANCE AND ACCESS MAP**

Contract No. TS-2013.0103  
Rabinsky's Cube Timber Sale  
Exhibit E  
Page 2 of 4

T. 3N, R2W Sections 7 and 9 & T. 3N, R. 3W, Section 1, W. M. - SALEM DISTRICT - OREGON

Date: 7/12/2013



0 0.125 0.25 0.5 Miles

1 inch = 1,000 feet

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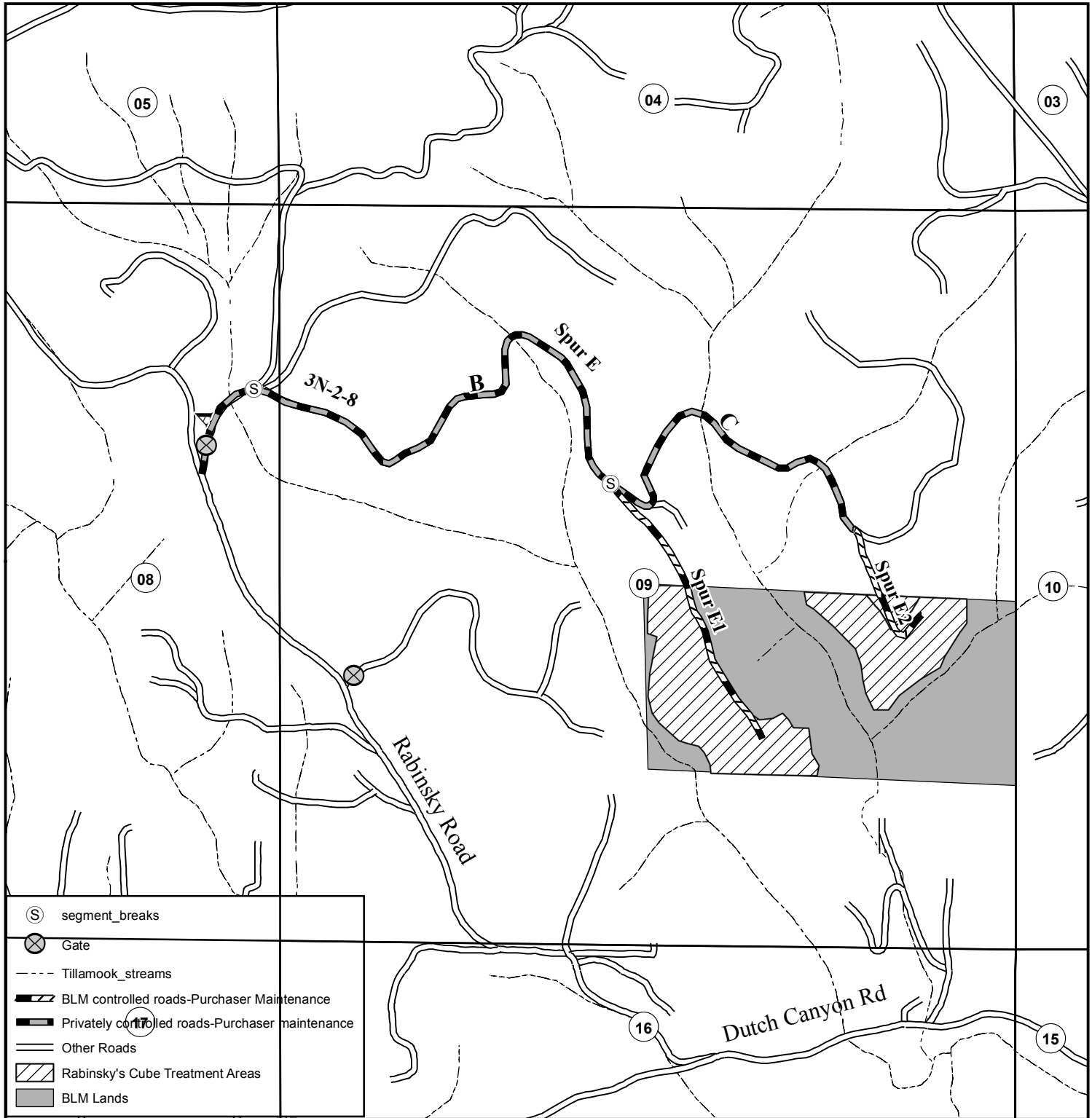
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United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
**MAINTENANCE AND ACCESS MAP**

Contract No. TS-2013.0103  
Rabinsky's Cube Timber Sale  
Exhibit E  
Page 3 of 4

T. 3N, R2W Sections 7 and 9 & T. 3N, R. 3W, Section 1, W. M. - SALEM DISTRICT - OREGON

Date: 7/12/2013



0 0.125 0.25 0.5 Miles

1 inch = 1,000 feet

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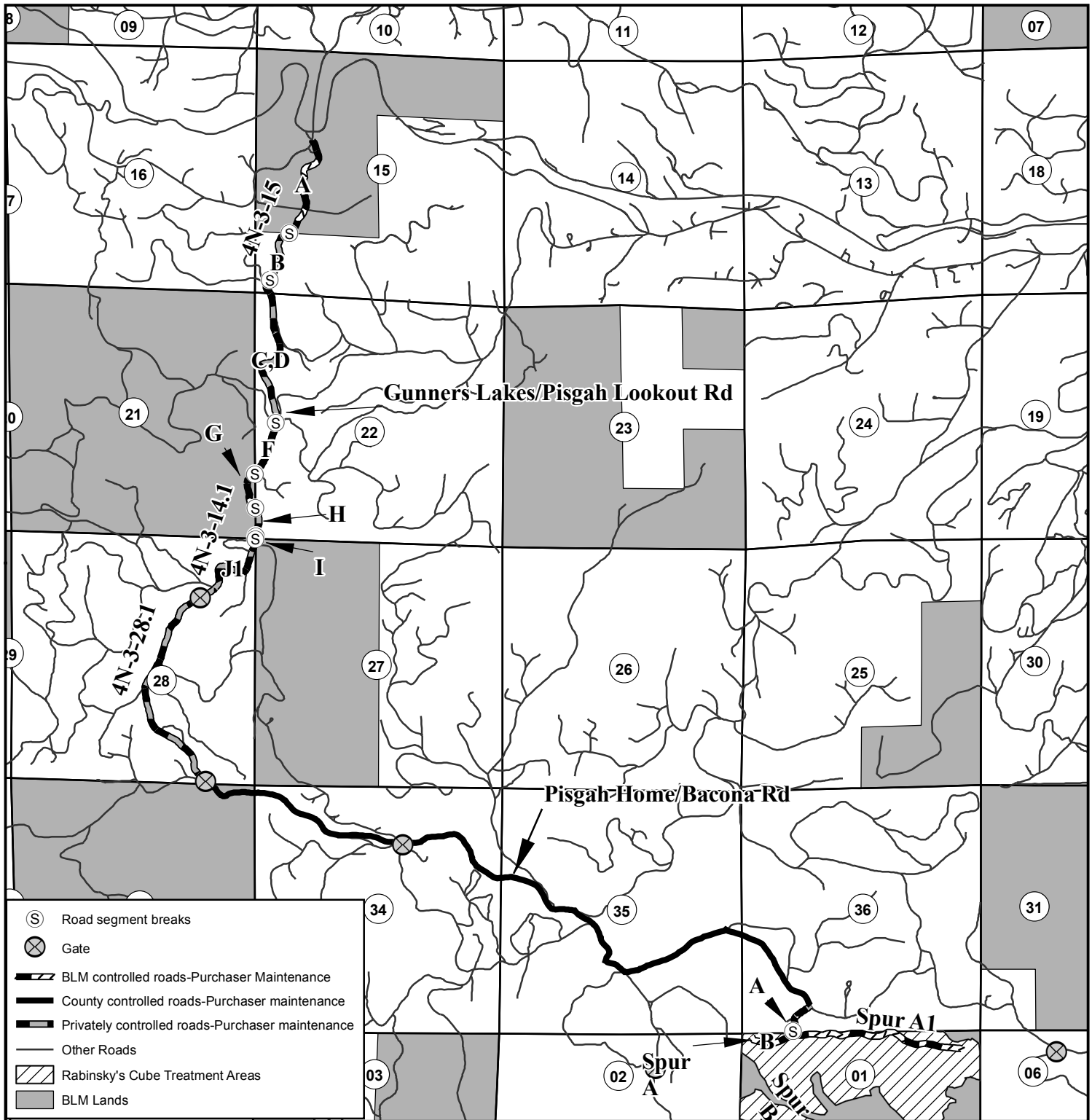
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United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
**MAINTENANCE AND ACCESS MAP**

Contract No. TS-2013.0103  
Rabinsky's Cube Timber Sale  
Exhibit E  
Page 4 of 4

T. 3N, R2W Sections 7 and 9 & T. 3N, R. 3W, Section 1, W. M. - SALEM DISTRICT - OREGON

Date: 7/12/2013



0 0.425 0.85 1.7 Miles

1 inch = 3,000 feet

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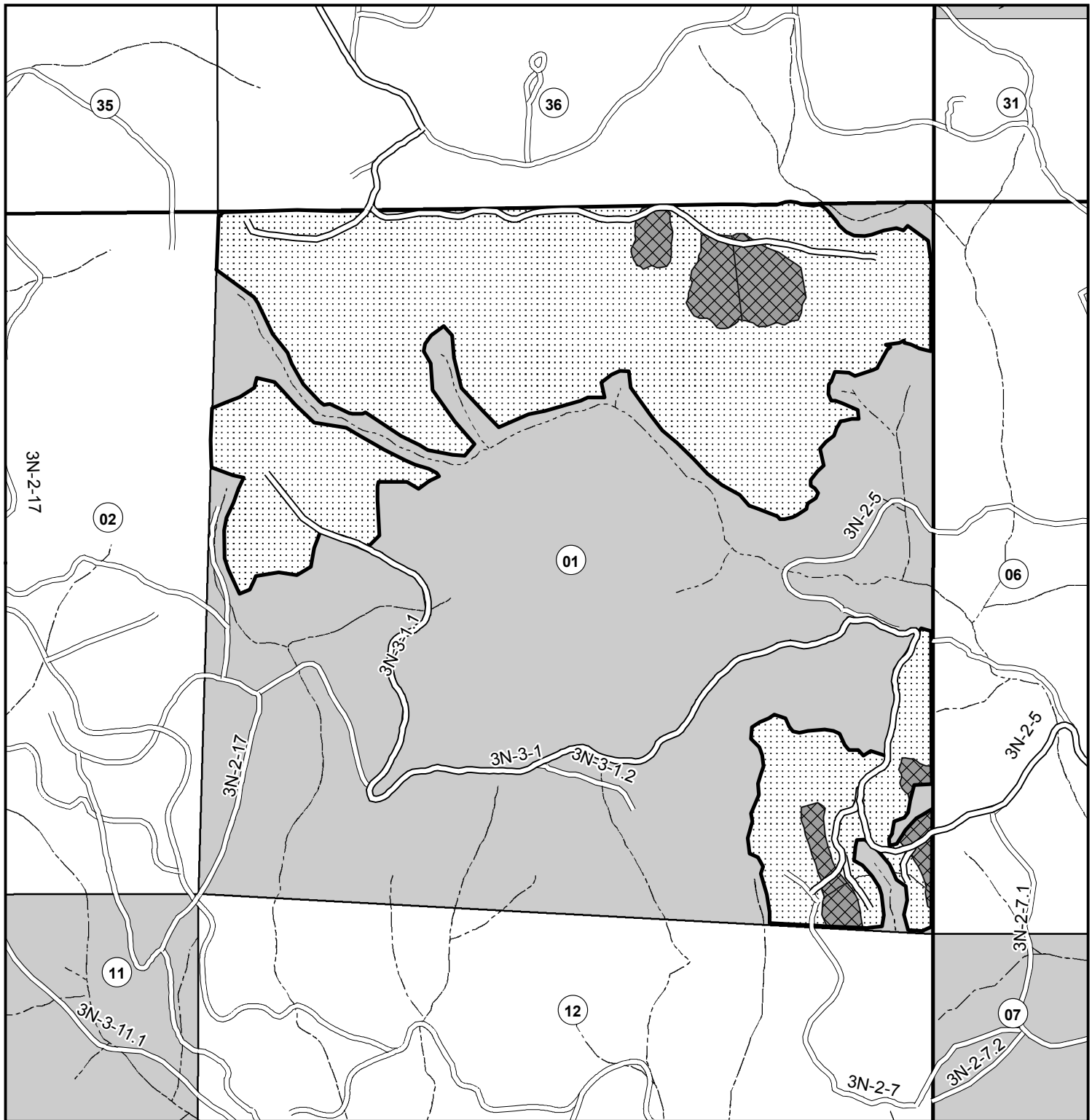
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United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
**FIRE AND FUEL REDUCTION MAP**

Contract No. TS-2013.0103  
Rabinsky's Cube Timber Sale  
Exhibit F  
Page 1 of 2






T. 3N, R2W Sections 7 and 9 & T. 3N, R. 3W, Section 1, W. M. - SALEM DISTRICT - OREGON

Date: 7/12/2013



0 0.125 0.25 0.5 Miles

1 inch = 1,000 feet

	Fuel Reduction Area		Rabinsky's Cube Treatment Area
	Tillamook_streams		BLM Lands
	Existing Roads		

Note: Boundaries of Harvest Areas are posted and/or painted orange.

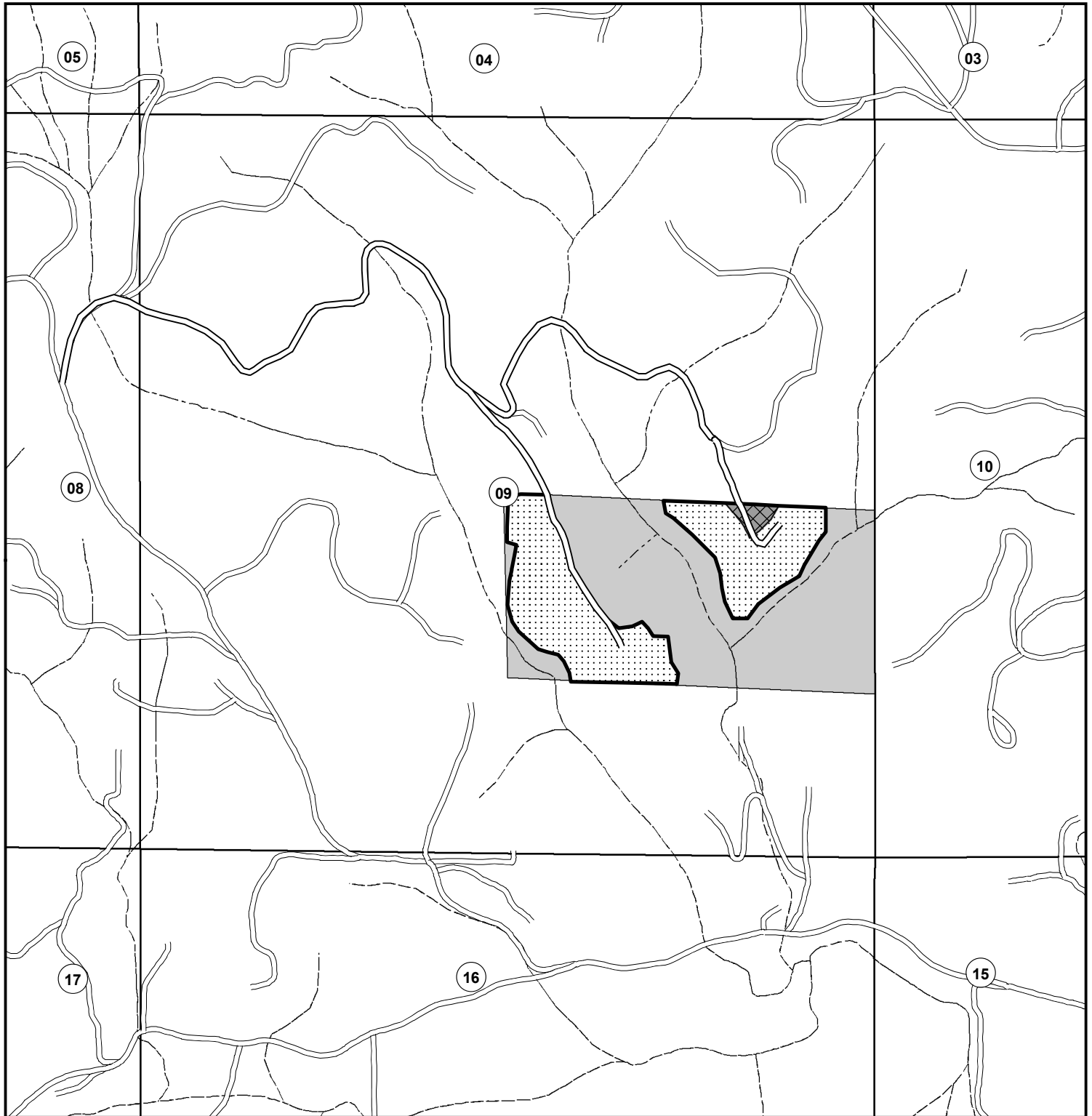
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United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
**FIRE AND FUEL REDUCTION MAP**

Contract No.TS-2013.0103  
Rabinsky's Cube Timber Sale  
Exhibit F  
Page 2 of 2






T. 3N, R2W Sections 7 and 9 & T. 3N, R. 3W, Section 1, W. M. - SALEM DISTRICT - OREGON

Date: 7/12/2013



0 0.125 0.25 0.5 Miles

1 inch = 1,000 feet

 Fuel Reduction Area	 Rabinsky's Cube Treatment Area
 Tillamook_streams	 BLM Lands
	 Existing Roads

Note: Boundaries of Harvest Areas are posted and/or painted orange.

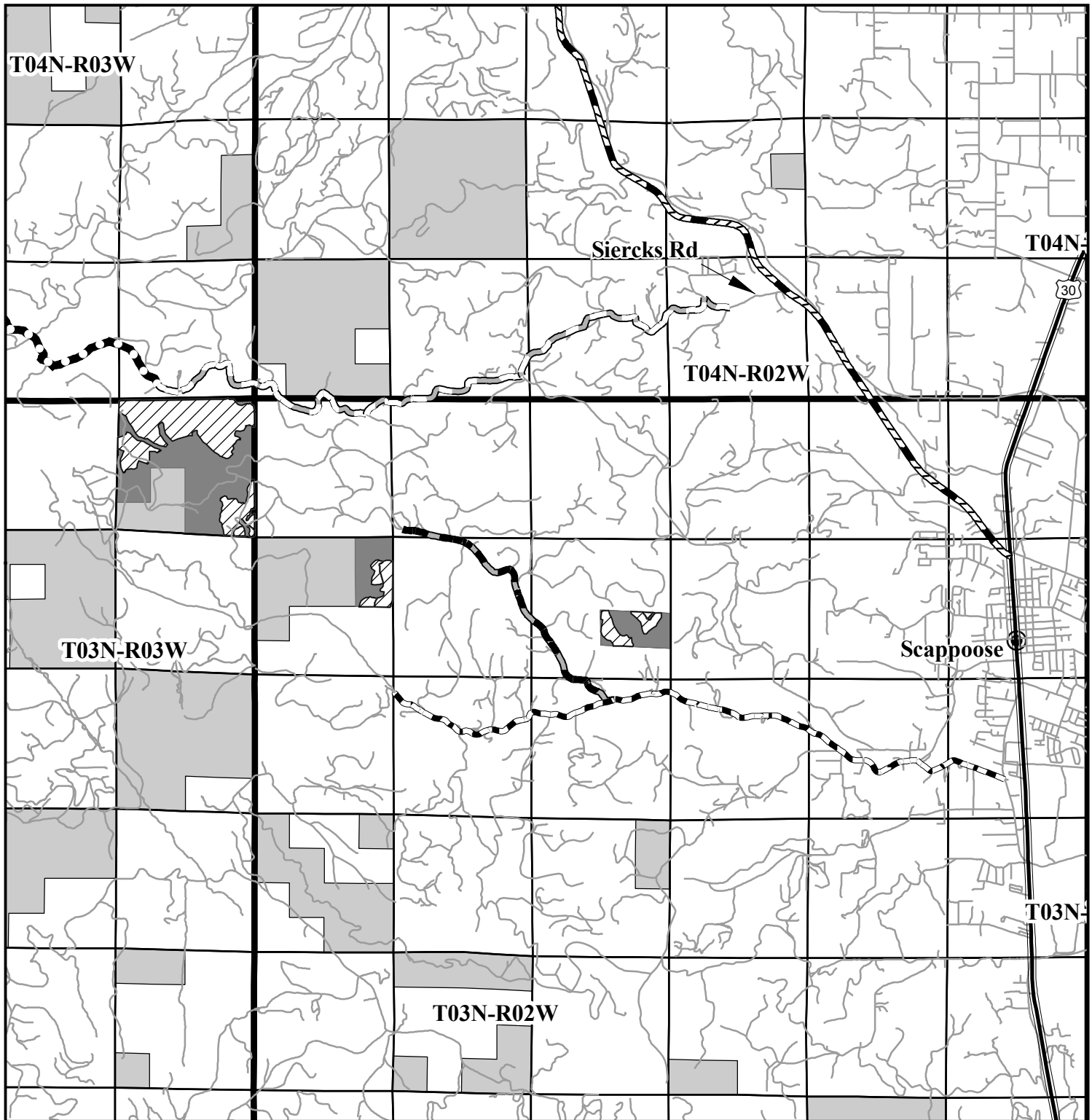
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United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
**PROJECT LOCATION MAP**

Contract No. TS-2013.0103  
Rabinsky's Cube Timber Sale  
Project Location  
Page 1 of 1

T. 3N, R2W Sections 7 and 9 & T. 3N, R. 3W, Section 1, W. M. - SALEM DISTRICT - OREGON

Date: 8/1/2013



0 0.5 1 2 Miles

1 inch = 5,280 feet

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csween

Pisgah_Home_Rd	Dutch_Canyon_Rd	Rabinsky Cube Treatment Areas
Pisgah Home/ Bacona Rd	Rabinsky Road	Reserve Area
Scappoose Vernonia Road	Highway	BLM Lands
	Other Roads	

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

Salem  
Rabinsky's Cube  
TS-2013.0103

**Legal Description**

Forest Type	Township	Range	Section	Subdivision
O&C	3N	3W	1	NE1/4,NW1/4,NW1/4 SW1/4,SE1/4
O&C	3N	2W	7	E1/2NE1/4
O&C	3N	2W	9	N1/2SE1/4

**Cutting Volume (16' MBF)**

Unit	DF	WH							Total	Regen	Partial	ROW
Unit 1	2,822	151							2,973	0	189	6
Unit 2	783								783	0	36	1
Unit 3	546								546	0	27	2
Unit 4	563	35							598	0	29	3
Totals	4,714	186							4,900	0	281	12

**Logging Costs per 16' MBF**

Stump to Truck	\$ 153.84
Transportation	\$ 47.05
Road Construction	\$ 40.24
Road Amortization	\$ 3.24
Road Maintenance	\$ 6.37

Other Allowances :

Equipment Washing	\$ 0.03
Misc	\$ 0.33
Piling	\$ 1.17
Slashing	\$ 1.47
<b>Total Other Allowances :</b>	<b>\$ 3.00</b>

Total Logging Costs per 16' MBF

**\$ 253.73**

**Utilization Centers**

Center #1 : Banks,Oregon 40 Miles  
Center #2 0 Miles  
Weighted distance to Utilization Centers 40

**Length of Contract**

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

**Profit & Risk**

Total Profit & Risk	14 %
Basic Profit & Risk	11 % + Additional Risk 3 %
Back Off	0 %

**Tract Features**

Avg Log	Douglas-fir : 54 bf	All : 54 bf
Recovery	Douglas-fir : 96 %	All : 95 %
Salvage	Douglas-fir : 0 %	All : 0 %
Avg Volume ( 16' MBF per Acre)		17
Avg Yarding Slope		25 %
Avg Yarding Distance (feet)		800
Avg Age		65
Volume Cable		85 %
Volume Ground		15 %
Volume Aerial		0 %
Road Construction Stations		117.52
Road Improvement Stations		0.00
Road Renovation Stations		435.97
Road Decommission Stations		87.78

**Cruise**

Cruised By	Mario Salmon
Date	05/01/2013
Type of Cruise	PCMTRE,3P,100%
County, State	Columbia, OR

**Net Volume**

Green (16' MBF)	4,900
Salvage (16' MBF)	0
Douglas-fir Peeler	0
Export Volume	0
Scaling Allowance (\$0.00 per 16' MBF)	\$0.00

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Salem  
Rabinsky's Cube  
TS-2013.0103

**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	22,590	4,714	\$ 514.79	\$ 72.07	\$ 253.73			\$ 189.00	\$ 890,946.00
WH	1,144	186	\$ 367.10	\$ 51.39	\$ 253.73			\$ 62.00	\$ 11,532.00
Totals	23,734	4,900							\$ 902,478.00

**Log Code by Percent**

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir				47.0	45.0	8.0
Western Hemlock				30.0	57.0	13.0

**Marginal Log Volume**

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

**Appraised By :** Salmon, Mario

**Date :** 07/02/2013

**Area Approval By :**

**Date :**

**District Approval By :**

**Date :**

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT  <b>EXPORT DETERMINATION</b>	OMB CLEARANCE NO. 1004-0058 EXPIRES MAY 31, 1983	
	Location of facility where Federal Timber is expected to be processed.	
	<b>INSTRUCTIONS</b> Timber sale applicant forwards information to authorized officer.	
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.  <div style="display: flex; justify-content: space-between;"> <div style="width: 55%;">           a. Affiliate_____         </div> <div style="width: 40%;">           Export date_____         </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 55%;">           b. Affiliate_____         </div> <div style="width: 40%;">           Export date_____         </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 55%;">           c. Affiliate_____         </div> <div style="width: 40%;">           Export date_____         </div> </div>		
*See 43 CFR 5424.0-5		
Name of Firm _____		
Signature of Signing Officer _____	Title _____	Date _____

(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

☒ **TIMBER or  
TIMBER AND OTHER WOOD PRODUCTS**

**DEPOSIT AND BID FOR**

☐ **VEGETATIVE RESOURCES  
(Other Than Timber)**

Name of Bidder
Tract Number ORS06-TS-2013.0103
Sale Name RABINSKY'S CUBE TIMBER SALE
Sale Notice (dated) September 11, 2013
BLM District SALEM

<input type="checkbox"/> Sealed Bid for Sealed Bid Sale		<input checked="" type="checkbox"/> Written Bid for Oral Auction Sale	
Time for opening sealed bids	<input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Sale commences 9:00	<input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.
On (date)	Place	On (date) 09/11/2013	Place SALEM DISTRICT OFFICE

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 deposit is \_\_\_\_\_ and is enclosed in the form of:  
☐ cash ☐ money order ☐ cashier's check ☐ certified check ☐ bank draft  
☐ 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	4,714	X	=	X	=
WESTERN HEMLOCK	MBF	186	X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			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)*

<input type="checkbox"/> Signature, if firm is individually owned	Name of firm <i>(type or print)</i>
<input type="checkbox"/> Signatures, if firm is a partnership or L.L.C.	Business address, include zip code <i>(type or print)</i>
<input type="checkbox"/> Corporation organized under the state laws of	<i>(To be completed following oral bidding)</i>
Signature of Authorized Corporate Signing Officer	I HEREBY confirm the above oral bid By <i>(signature)</i>
Title	Date
Submit bid, in <i>duplicate</i> , 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" or (1a) "Vegetative Resources Other Than Timber" (2) Time bids are to be opened (3) Legal description

## NOTICES

The Privacy Act and 43 CFR 2.48(d) require that you be furnished with the following information in connection with the information required by this form.

**AUTHORITY:** 38 FR 6280 and 43 CFR 5442.1

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

**ROUTINE USES:** 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.

(Continued on page 3)

(Form 5440-9, page 2)

## 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 *Bid for Timber/Vegetative Resources*, 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 CFR 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 Contracting 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 bond, will be returned at the time the contract is signed by the Government.

8. **AWARD 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 5450.1(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 bondsmen 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 Contracting 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 a 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 Resources 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.

16. **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 dimensions 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.