

SECTION 43

Timber Reserved From Cutting

- A. All trees outside of harvest units as shown on Exhibit A and all ORANGE painted (above and below stump height) trees which mark the boundaries of the harvest unit.
- B. All trees within the harvest unit identified on Exhibit A that are marked with ORANGE paint and/or pink flagging.
- C. Leave trees/islands as defined in Exhibit E.

SECTION 44

Special Provisions

A. LOG EXPORT

1. All timber sold to the Purchaser under the terms of this contract is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8 3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product uses; or (4) western red cedar lumber 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:
 - a. Date of last export sale.
 - b. Volume of timber contained in last export sale.
 - c. Volume of timber exported in the past twelve (12) months from the date of last export sale.
 - d. Volume of Federal timber purchased in the past twelve (12) months from date of last export sale.
 - e. Volume of timber exported in succeeding twelve (12) months from date of last export sale.
 - f. Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.
2. In the event an affiliate of the Purchaser has exported nonexempt unprocessed timber within twelve (12) months prior to purchasing or otherwise acquiring nonexempt unprocessed timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in a form specified by the Authorized Officer (AO) or designated representative and furnish the information to the same.
3. Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer or Authorized Officer's Representative (AOR) 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 (BLM).
4. Unless otherwise authorized in writing by the AO or AOR, the Purchaser shall, prior to the removal of timber from the contract area, brand with the 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.
5. In the event of the Purchaser's noncompliance with this subsection of the contract, the AO or designated representative

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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.

B. 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 AOR requests the Purchaser to interrupt or delay operations for a period expected to last more than thirty (30) days during the operating season. Such interruption or delay must be beyond the Purchasers control. Operating Season shall be defined, for this purpose, as the time of year in which operations of the type required are normally conducted and not specifically restricted under the contract. The first installment may be reduced to five percent (5%) of the installment amount listed in Sec. 3 (b), during the delay period. The Purchaser must request such a reduction in writing. When the AOR notifies the Purchaser that operations may continue 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 AOR interrupts or delays contract operations for a period expected to last at least thirty (30) days, and the interruption or delay is beyond the Purchasers 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).

C. WOODS OPERATIONS (Exhibits A thru F are attached hereto and made a part of this contract. Please refer to all exhibits and maps for further clarification of all special provisions).

1. The AOR and the Purchasers Authorized Representative shall work together to locate all landings, temporary roads and skid trails. Landings, temporary roads and skid trails shall be designed and located such that they cause the least amount of soil disturbance.
2. The treatment area is within OR 131 Area of Known Wolf Activity (AKWA). If an occupied den or rendezvous site is found during surveys or during project implementation and is within 1.0 mile of the treatment area, project actions will be restricted from April 1 – July 15.

A BLM wildlife biologist will complete surveys prior to April 1 annually until all aspects of the project is complete. If dens or rendezvous sites are not found, work may occur during the denning stipulation listed above.

Exception requests are intended to be utilized for the expedited facilitation of commercial saw log removal and are **not guaranteed**.

3. Before beginning operations after a shutdown of seven or more days, the Purchaser shall notify the AOR of the date they plan to resume operations. This notice shall be given at least three days prior to beginning any operation. They shall also notify the AOR if they intend to cease operations for any period of seven or more days.
4. Portions of the harvest unit may be sample “leave tree” marked with a horizontal orange paint stripe. The sample area will be treated before continuing into the unmarked areas of the treatment unit. The “cut and leave” tree objectives for the remaining unmarked areas of all units are described in Exhibit E.
5. Whole tree yarding and use of conventional ground-based equipment is allowed in the harvest units.
6. Ground-based equipment is not permitted on sustained slopes greater than 35% unless approved by the AOR.
7. All heavy equipment and any other off-road equipment, with the exception of log trucks and personal vehicles, shall be power-washed to reduce the potential for transporting noxious/invasive weeds. The Purchaser shall notify the AOR, who will inspect said equipment prior to entering the contract area. Power-washing and inspection is required prior to re-entering the contract area if that equipment was moved off-site.

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8. No felling, yarding, loading or use of wheeled or tracked equipment is permitted outside of designated harvest units as shown on Exhibit A, unless permitted by the AOR.
9. All trees designated for cutting shall be cut so that the resulting stumps shall not be higher than 12 inches measured from the ground on the uphill side of the trees.
10. All cull trees and all non-merchantable stems damaged from timber harvest operations within the harvest units shall be felled concurrently with all other trees designated for cutting in the harvest units shown on Exhibit A.
11. All woods operations are limited to dry, frozen or snow-packed conditions. The AOR may temporarily restrict logging and hauling operations due to excessive soil moisture conditions which cause ruts 3 inches in depth or greater within the project area. Shutdowns will be by written notice and be in effect no later than 12 hours after Purchaser receives said notice.
12. Camping may be allowed on-site with prior approval by AOR.
13. Equipment limitation zone: work in this zone would be limited to reach in cutting with machines only, and only crossing/skidding in designated areas. Machines would be limited in this area to the fullest extent possible. 25 feet from the banks of defined channels. (perennial, intermittent, and ephemeral draws)
14. No cut zone: no cutting of trees in this zone. 5 feet from the bank of defined channels. (perennial, intermittent, and ephemeral draws)
15. Operators will repair any range fences that are damaged during project implementation.

D. SAFETY

1. Prior to the commencement of operations, the Purchaser shall obtain from the AOR written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include (but not limited to) a logging plan and measures needed to assure protection of the environment, watershed, view shed, structures and safety hazards. A pre-work conference between the Purchasers Authorized Representative(s) and sub-contractor(s) and the AOR shall be held on-site as a condition of approving the logging plan.
2. Purchaser's operations shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties on contract area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees, contractors and subcontractors. In the event that the AOR identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract may be modified. If the cost of such contract modification is of a substantial nature (\$2,000.00 or more), the Purchaser may request, in writing, an adjustment in the total contract purchase price specified in Section 2 of the timber sale contract, as amended, to compensate for the changed conditions. Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the project area, the Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA and transportation standards no later than the pre-work meeting and prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed. Flagmen and devices shall be as specified in state OSHA and Transportation standards for logging roads or the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) published by the U.S. Department of Transportation - Federal Highway Administration. Included in the Traffic Control Plan, the Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract map exhibits.

E. ROAD USE and CONSTRUCTION

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1. Day-to-day access to the sale area is via Multiple FS roads in the Ochoco National Forest, or from the South side via Paulina Valley. The Purchaser will be required to negotiate with the FS to achieve access via the forest. It is recommended to haul logs through the forest as opposed to the south via Paulina Valley.
2. The location of temporary roads may be adjusted at the time of contract implementation. However, distances should not vary by more than 1/10th of a mile and all ground is on slopes of less than 20%. This will allow the Purchaser to have input into locations to improve efficiency.
3. The Purchaser shall perform road repair and maintenance work on ALL ROADS used by the Purchaser under the terms of this contract as follows:
 - a. The Purchaser shall maintain the cross section of dirt or graveled roads as presently existing, or where applicable, to the reconstructed standards required by this contract, by blading and shaping the road surface and shoulders and by placement of any required maintenance aggregate. Banks shall not be undercut.
 - b. The Purchaser shall perform all road clean-up including removal of bank slough, slides and fallen timber, which can be accomplished by a motor patrol grader equipped with a front-end blade, rubber-tired front-end bucket loader, or comparable equipment, and by the use of hand tools. When working conditions dictate end-haul of material, the distance and the quantity of material required to be moved shall be limited to what is reasonable and practicable without the use of additional equipment. Subject to such limitation, the purchaser shall also replace material eroded from fill slopes, redefine drainage ditches and clean out culverts.
 - c. While performing road maintenance work, Purchaser shall avoid fouling gravel surfaces by covering them with earth or debris from side ditches, slides or other sources. Purchaser shall avoid blading surface material off surface of roads.
 - d. The BLM has the authority to hold the Purchaser's performance bond if they fail to perform a final blading and repair any damage to features such as drain dips, ditching, gates and cattle guards as a result of hauling activities on roads utilized by logging operations.

F. FIRE PROTECTION

1. Each unit of mobile or stationary equipment, including trucks of 23,000 GVW or greater engaged in commercial activities operating on the contract area or over roads leading to the contract area must be equipped with one operable fire extinguisher or a dry chemical type of not less than 2-pound (1.125 Kilogram) capacity with 4 BC or higher rating.
2. Power saw operators shall maintain in their immediate possession a fully charged operable fire extinguisher and a serviceable round pointed No. 0 shovel or larger. The extinguisher shall be a liquid chemical type of at least 8 ounces (224 grams) capacity or a dry chemical type of at least 1-pound (0.454 kilograms) capacity.
3. Power saws must be equipped with a muffler and screen type spark arrester in accordance with the standards set forth in the US Forest Service Spark Arrester Guide. Power saws used in commercial activities and purchased after December 31, 1980, must also be equipped with a muffler system conforming to the Society of Automotive Engineers Standard J-335b, as set forth in the US Forest Service Spark Arrester Guide.
4. Exhaust-driven turbochargers qualify as efficient spark arresters provided all exhaust gases pass through the turbine impeller. The turbine impeller must be turning at all times and there may be no exhaust bypass. A straight mechanical-driven supercharger does not qualify. (1) All internal combustion engines operated on forestlands must be equipped with an approved and effective spark-arresting device. (2) Motorbikes, trail cycles, scooters and other vehicles of this type used on the contract area or over roads leading to the contract area, shall be equipped with spark arresting devices listed as approved in the US Forest Service Spark Arrester Guide. Spark arresting devices must be plainly marked with the manufacturer's name and model number and must be properly installed and maintained in accordance with the guide. Heavy trucks may have a vertical stack exhaust system and muffler; provided the exhaust stack extends above the cab of the vehicle.
5. The Purchaser shall comply with the Industrial Fire Precaution Levels (IFPL) and the Oregon Department of Forestry fire regulations See Exhibit B.

G. SLASH DISPOSAL

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1. All landing, slash pile and decking/loading locations will be approved by the AOR prior to construction and use by the Purchaser.
2. The term "slash" means all vegetative debris resulting from woods operations including all tops, branches, logs, and down or damaged un-merchantable trees.
3. Finished slash piles shall be constructed such that they are tight, compact and free of earth or other non-woody debris.
4. No hazardous materials shall be placed into slash piles.

H. MISCELLANEOUS

1. If, in connection with operations under this contract, the Purchaser, their contractors, subcontractors or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value such as historical or pre-historical ruins, graves, or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural site and notify the AOR of the findings. Operations may resume at the site upon receipt of written instructions and authorization by the AOR.
2. The Purchaser shall immediately discontinue timber harvesting operations upon written notice from the AOR that sensitive, threatened, or endangered plants or animals protected under the Endangered Species Act of 1973 have been discovered on the area. Discontinued operations may be resumed upon receipt of written instructions and authorization by the AOR.
3. The Purchaser shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by, or stored on the contract area or on the road(s) authorized for use under this contract. (See 40 CFR, Part 702-799 and provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of any reportable release or spill of any toxic substances shall be furnished to the AOR concurrent with the filing of the reports to the involved Federal agency or State government.
4. All supplies, equipment and trash brought onto the contract area under the terms of this contract shall be removed from the contract area within 30 days of completion of the contract requirements and prior to termination of the contract.

I. PURCHASE PRICE AND LOAD TICKETS

1. **This is a weight sale.** All sawlog material will be weighed and will require Bureau of Land Management load tickets. The final sawlog quantity and total sale value shall be determined by final cumulative volume of all sawlogs removed multiplied by the price per unit of measure as specified in the attached Purchase Price Schedule and Measurement Specifications (See Exhibits B and F). The final purchase price may be more or less than that amount specified on the contract.
2. Bureau of Land Management load ticket books will be issued to the Purchaser by the AOR. At the conclusion of the sale, all tickets shall be accounted for by returning unused tickets still attached to original ticket book or by accounting in mill scale reports with attached load tickets.
3. **Unaccounted load tickets or load ticket books are assumed willfully trespassed and treble charges may apply.** Unaccounted tickets shall be billed at a rate not less than three (3) times the rate specified in Exhibit B. Weights for lost tickets will be calculated assuming 5,000 bf per "truck and pup load", or as 3,500 bf per "straight truck", at the discretion of the AOR and/or based on previous log hauling schedules.
4. **All loads shall be weighed by a state certified scale** and scale reports shall be furnished to the AOR which indicates truck identification, delivery date, load ticket number, and tons. Each load shall be weighed as a single unit with the gross and tare weights stamped and recorded by an automatic recording device on the scales.
5. The Purchaser will provide a bi-monthly accounting of all Bureau of Land Management load tickets used, along with

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copies of all mill reports within 5 working days following each “pay half”. A pay half is considered to be the 1st-15th of each month and the 16th-end of the month.

J. DEFINITIONS

1. “Sawlogs” means all material, designated for cutting, containing a minimum piece sizes as described on Exhibits B and F of the contract.
2. “Woods Operations” means all felling, skidding, processing, loading and hauling operations normally associated with a commercial logging operation as authorized by the Bureau of Land Management within the contract area as shown on all exhibits.

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