

(ORC040) 5400

60-DAY TIMBER SALE NOTICE

The timber described below was offered for sale on 15 September 2023; no bids were received; therefore, pursuant to 43 CFR 5443.1, the sale of such timber is kept open for a period not to exceed 60 days from the above-mentioned date. Bids may be received from both small and large business concerns and the sale awarded to the high bidder without concern for business size standards.

Written bids will be received for not less than the advertised appraised price during the time this sale is open. The required deposit must accompany the bid. Notice of receipt of any bids submitted on this sale will be posted for the period of seven days during which time other written bids may be submitted. If no other bids are submitted within the seven-day period, the sole bidder shall be deemed the high bidder. If more than one written bid is submitted, an oral auction will be held after notice to the bidders.

Further information concerning this sale may be obtained from the above address.

Sincerely,

Valerie J. Lenhartzen  
Myrtlewood Field Manager

COOS BAY SALE NO. ORC04-TS-2023.0031  
 JONES AND ELK CT

COOS BAY DISTRICT OFFICE  
 MYRTLEWOOD FIELD OFFICE

SALE DATE: September 15, 2023  
 SALE TIME: 10:00 a.m.

SALE NO.: ORC04-TS-2023.0031, JONES AND ELK CT

**LUMP SUM**  
**BLM 2A200 GATE KEY NEEDED**

COOS COUNTY: OREGON: CBWR and O&C : ORAL AUCTION: Bid deposit required: \$66,500.00

All timber designated for cutting on: T. 28 S., R. 10 W., Sec. 19, SW1/4NE1/4, SE1/4NW1/4, N1/2SW1/4, Sec. 29, S1/2NE1/4, N1/2E1/4, Sec. 31, Lot 8, Lot 7, SW1/4SE1/4, T. 29 S., R. 10 W., Sec. 6, Lot 52, Lot 53, Lot 54, Lot 56, Lot 63, T. 29 S., R. 11 W., Sec. 13, Lot 11, Lot 12, Lot 13, Lot 14, Sec. 23, N1/2NE1/4, SE1/4NE1/4, SW 1/4, NE1/4SE1/4, Sec. 24, Lot 8, Lot 6, Lot 5, Lot 12, Lot 9, and Sec. 26, NW1/4NE1/4, NW1/4, Will. Mer.

Approx.No. Merch. Trees	Est. Vol. MBF 32' Log	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Vol. Times Appraised Price
22,412	3,751.1	Douglas-fir	4,339.0	\$145.60	\$631,758.40
939	313.2	grand fir	373.0	\$43.70*	\$16,300.10
1,090	163.4	western hemlock	195.0	\$43.00*	\$8,385.00
1,588	95.5	red alder	125.0	\$35.80*	\$4,475.00
1,420	80.7	Port-Orford cedar	105.0	\$36.10*	\$3,790.50
27,449	<b>4,403.9</b>	<b>Total</b>	<b>5,137.0</b>		\$664,709.00

\* = Minimum Stumpage Values were used to compute the Appraised Price/MBF (10% of Pond Value)

Product	Unit of Measure	Estimated Number of Units	Appraised Price Per Green Ton	Estimated Volume Times Appraised Price
Biomass	Green Tons	150.0	\$0.05	\$7.50

<b>Total Appraised Value:</b>	<b>\$664,716.50</b>
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**THIS TIMBER SALE HAS BEEN CRUISED, APPRAISED, AND ADVERTISED BASED UPON SCRIBNER BOARD FOOT MEASURE (16 FOOT LOG). THE MINIMUM BID FIGURES SHOWN BY SPECIES ARE DOLLARS PER THOUSAND BOARD FEET (MBF). THE MINIMUM INCREMENT WILL BE \$0.50 PER MBF. SCRIBNER BOARD FOOT VOLUMES (32 FOOT LOG) BY SPECIES ARE DISPLAYED FOR INFORMATIONAL PURPOSES.**

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

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

CRUISE INFORMATION: With respect to merchantable trees of all species in all cruise strata: the average DBHOB is 13.8 inches: the average gross merchantable log contains 51 bd. ft.; the total gross volume is approximately 5,639 thousand bd. ft.; and 92% recovery is expected. The average DBHOB for Douglas-fir is 13.8 inches; and the average gross merchantable log contains 50 bd. ft.; and 94% recovery is expected. None of the total sale volume is salvage material. The following cruise methods were used for volume determination:

VARIABLE PLOT: Timber volumes in all harvest units were based on a variable plot cruise. Using a 20 Basal Area Factor (BAF), 327 plots were measured, and 174 trees were randomly selected to be sampled. The sample trees have been cruised and their volumes computed using form class tables for estimating board foot volumes of trees in 16-foot logs. The volumes are then expanded to a total sale volume.

100% CRUISE: Volumes for all species were based on a 100% cruise in the right-of-ways and landing locations, using form class tables for estimating board foot volume of trees in 16-foot logs.

CUTTING AREA: Thirteen (13) units totaling 301 acres must be partial cut and three (3) acres of right-of-way. Acres shown on Exhibit A have been computed using the S1 Mobile Mapping application.

ACCESS: Access to the sale area is provided via: Oregon State highways, Coos County roads, privately controlled roads, and Government controlled roads.

DIRECTIONS TO SALE AREA: From Bridge, OR., travel west on Hwy 42 about 0.25 miles, turn right onto Big Creek Road, proceed to end of pavement, continue on gravel (Big Creek Rd) for approximately 1.5 miles. Turn right onto Jones Creek Road (29-11-23.0). Follow signs to timber sale.

ROAD USE & MAINTENANCE: Refer to Exhibit E Summary attached. Operator maintenance required on 11.00 miles of road.

Rockwear and Maintenance Fees Payable to BLM: \$9,939.95  
Place rock in lieu of a Rockwear and Maintenance Fee Payable to Lone Rock TT Landco, LLC  
Road Use Fees Payable to Lone Rock TT Landco, LLC : \$0.00  
Place rock in lieu of a Rockwear and Maintenance Fee Payable to Coquille Indian Tribe  
Road Use Fees Payable to Coquille Indian Tribe : \$0.00

ROAD CONSTRUCTION:

Road Construction estimates include the following:

New Construction:

20.10 stations

Road Renovation:

622.67 stations

Road Improvement:

20.97 stations

Aggregate:

Base/Landing Rock, 6" minus hardrock:	<u>1,470 C.Y. (Truck Measure)</u>
Base/Landing Rock, 3" minus hardrock:	<u>2,436 C.Y. (Truck Measure)</u>
Bedding/Surfacing Rock, 1 ½" minus hardrock:	<u>3,369 C.Y. (Truck Measure)</u>
Surfacing Rock, 0.75" minus hardrock:	<u>38 C.Y. (Truck Measure)</u>
Riprap:	<u>70 C.Y. (Truck Measure)</u>
Maintenance Rock, 1 ½" minus hardrock:	<u>1,400 C.Y. (Truck Measure)</u>
Maintenance Rock, 3" minus hardrock:	<u>450 C.Y. (Truck Measure)</u>
Exhibit D Riprap Barriers:	<u>100 C.Y. (truck Measure)</u>

Drainage:

18" Corrugated Polyethylene Pipe:	<u>680 Lineal Feet</u>
24" Corrugated Polyethylene Pipe:	<u>784 Lineal Feet</u>
36" Corrugated Metal Pipe:	<u>120 Lineal Feet</u>

Soil Stabilization:

Dry Seed, fertilizer, & mulch:	<u>18.49 acres (Pre Haul)</u>
Dry Seed, fertilizer, & mulch:	<u>3.0 acres (Post Haul)</u>

Roadside Brushing:

27.5 acres

Road Decommissioning:

Earthen Barriers:	<u>4</u>
Rip Rap Barrier:	<u>100 C.Y.</u>

DURATION OF CONTRACT: Shall be forty-eight (48) months for cutting and removal of timber. The contract will contain special stipulations regarding logging, road construction, road use and maintenance, fire prevention, hazard reduction and logging residue reduction, log branding and painting, optional scale check of lump sum sales, Buyout Securities, vehicle cleaning, and snag creation.

SPECIAL PROVISIONS: This list is not comprehensive. Please review the entire contract.

1. A license agreement is required with Lone Rock TT LandCo, LLC, a performance bond in the amount of \$5,000.00 and comprehensive liability insurance will be required for this license agreement.
2. A license agreement is required with Coquille Indian Tribe a performance bond in the amount of \$10,000.00 and comprehensive liability insurance will be required for this license agreement.
3. All equipment shall be washed prior to entering and exiting the contract area to control the spread of noxious weeds and Port-Orford cedar root disease in accordance with Exhibit F.
4. No trees shall be felled into the Reserve Area, shown on the Exhibit A. Line pulling, jacking, or other mechanical devices shall be used, as necessary.

5. Seasonal Timing Restriction (MM) apply to all units: chainsaw operations, falling, yarding, heavy equipment, and new road construction operations are prohibited in the period between April 1 and August 5. In addition, a daily timing restriction confines operations to the period from two (2) hours after sunrise to two (2) hours before sunset between August 6 and September 15 of the same calendar year, both days inclusive.
6. Tree damage shall affect less than 5% of reserve trees.
7. Lift trees and intermediate support trees may be necessary and will be identified during corridor layout.
8. One-end suspension required in cable and ground-based yarding areas as shown on Exhibit A.
9. Full suspension required over any stream channels. Trees cut for yarding corridors within the Reserve Area adjacent to stream channels shall be felled toward the channel and left on-site.
10. Log lengths shall not exceed 41 feet.
11. In Unit 4 on landing LZ 2-15 as shown on Exhibit A, slash shall be piled on the east side of the landing and as directed by the Authorized Officer.
12. Unit 6 is designated for downhill yarding and landing locations must be approved by the Authorized Officer prior to felling.
13. Unit 7 has a recreation trail running through it. The Purchaser shall leave the trail in as good or better condition than it was prior to logging.
14. Harvest operations, construction and renovation of roads in Unit 7 shall be limited to the dry season, permission to enter and operate in Unit 7 shall be determined by the Authorized Officer.
15. Units 12 and 13 have been cut tree marked. The Blue painted trees are designated to be cut. All Orange painted trees are reserve trees.
16. Shape and restore all landings to a natural contour per Exhibit D to prevent erosion.
17. Seed, fertilize, and mulch all landings, road cuts and fills, and waste areas prior to the wet season.
18. Soil stabilization, water bar construction, road decommissioning, and road barrier construction shall be conducted after the completion of harvest activities but no later than October 15<sup>th</sup>.
19. BLM will assume supervisory responsibility for disposal of logging slash.
20. Machine piling of logging slash is required at all landing areas.
21. Within one (1) year following the completion of yarding operations, create 1,795 snags as shown on the Exhibit I and as directed by the Authorized Officer.
22. The Purchaser shall provide signage and flaggers to control traffic when conducting operations adjacent to any road.
23. To minimize the risk of attracting predators to activity areas, all garbage (especially food products) will be contained or removed daily from the contract area pursuant to Section 27 of this contract.

COOS BAY SALE NO. ORC04-TS-2023.0031  
 JONES AND ELK CT

**Seasonal Restriction Matrix** ORC04-TS-2023.0031 JONES AND ELK CT Timber Sale Prospectus

\*Restricted periods are **Shaded**; Conditional periods are **hatched**; See Exhibit A for portions of units affected.

Sale Area	Activity	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
		1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
<b>General All Units</b>	Falling and bucking <sup>2</sup>																								
	Cable yarding <sup>2</sup>																								
	Road Construction, Renovation, or Improvement Work <sup>1</sup>																								
	Hauling <sup>1</sup>																								
	Hauling on approved rocked roads <sup>4</sup>																								
	Ground based yarding <sup>3</sup>																								
<b>Unit 7</b>	Falling, bucking, cable yarding, ground-based yarding, road construction, renovation and hauling <sup>1</sup>																								
<b>All Units</b>	Seasonal Restriction Area (MM) <sup>5</sup>																								

<sup>1</sup> Wet season restrictions may be shortened or extended depending on weather conditions.

<sup>2</sup> Bark slip seasonal restrictions may be conditionally waived upon written request and Authorized Officer approval. Strict compliance with damage provision required for continued operations.

<sup>3</sup> Ground based yarding restricted to periods when soil moisture levels are below 25% as determined by the Authorized Officer.

<sup>4</sup> Wet season haul on rocked roads may be suspended during periods of heavy rain.

<sup>5</sup> In the Seasonal Restriction Area (MM) shown on Exhibit A, chainsaw operations, falling, yarding, heavy equipment operation, and new road construction operations are prohibited in the period between April 1 and August 5. In addition, a daily timing restriction confines operations to the period from two hours after sunrise to two hours before sunset between August 6 and September 15 of the same calendar year, both days inclusive.

## SCHEDULE I

Sec 43. WOOD PRODUCTS RESERVED FROM CUTTING. The following timber in the Contract Area, shown on Exhibit A, which is attached hereto and made a part thereof, is hereby reserved from cutting and removal under the terms of this contract and is retained as property of the Government:

- a. All timber in the Reserve Area, shown on Exhibit A, and all blazed, orange painted and/or posted trees which are on or mark the boundaries of the Reserve Area;
- b. All timber marked, by the Government, with orange paint above and below stump height within the Partial Cut Units, shown on Exhibit A;
- c. All unmarked timber within Partial Cut Units 12 and 13, as shown on Exhibit A;
- d. All existing standing dead trees, except those snags that must be felled to permit safe working operations provided that all snags felled must be retained on site;
- e. All existing downed wood in decay classes 3-5 and all existing downed wood 20 inches or larger in diameter measured on the large end regardless of decay class;
- f. All Bearing Trees with metal tags that mark property corners;
- g. All trees greater than forty (40) inches DBH within the Partial Cut Units;
- h. All hardwoods greater than sixteen (16) inches DBH within the Partial Cut Units;
- i. All western red cedar greater than twelve (12) inches DBH within the Partial Cut Units.

Sec 44. SPECIAL PROVISIONS. Purchaser shall comply with the special provisions which are attached hereto and made part hereof unless otherwise authorized, in writing, by the Authorized Officer:

- a. Logging
  - (1) Prior to 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 is approved.
  - (2) Before beginning operations in the contract area for the first time, or after a shutdown of ten or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of ten or more days.
  - (3) Due to bark slippage, felling or yarding may be restricted by the Authorized Officer within the contract area between March 31 and June 30 of each calendar year, both days inclusive.
  - (4) No trees may be felled into the Reserve Area. Line pulling, jacking, or other mechanical devices shall be used as necessary to prevent trees from falling into these areas.
  - (5) Damage to residual trees shall affect less than 5% of reserve trees. Bark removed from the cambium three (3) inches or wide or wider, top broken at three (3) inches diameter or greater, root sprung trees, or any root collar

damage shall constitute damage. Damage levels will be determined by the Authorized Officer using a government sample of an affected area. Failure to resolve excess damage to reserve trees may result in suspension of operations and recovery of the value of the damaged timber in accordance with Sec. 13.

- (6) Seasonal Timing Restriction Areas (MM) apply to all units as shown on Exhibit A – chainsaw operations, falling, yarding, heavy equipment, and new road construction operations are prohibited in the period between April 1 and August 5. In addition, a daily timing restriction confines operations to the period from two (2) hours after sunrise to two (2) hours before sunset between August 6 and September 15 of the same calendar year, both days inclusive.
- (7) Harvest operations in Unit 7 shall be limited to the dry season, permission to enter and operate in Unit 7 shall be determined by the Authorized Officer.
- (8) Conifer trees shall be felled and bucked into lengths not to exceed forty-one (41) feet prior to yarding within the Partial Cut Units as shown on Exhibit A. Hardwood trees shall be whole tree yarded wherever possible.
- (9) In the Partial Cut Units, yarding (except for road right-of-way and ground-based areas, shown on Exhibit A) shall be done with a skyline cable system according to the following:
  - (a) The skyline cable system shall be capable of being rigged in a multi-span configuration utilizing a carriage capable of yarding seventy-five (75) feet laterally from the skyline. Skyline roads shall not be spaced closer than one hundred fifty (150) feet apart, unless approved by the Authorized Officer and be no wider than twelve (12) feet as measured between reserve trees.
  - (b) One-end suspension is required during yarding operations. Intermediate supports and/or lift trees may be required to obtain the required suspension. Full suspension is required when yarding over stream channels as shown on the Exhibit A.
  - (c) If placement of the yarding corridor requires the cutting of a tree in the Reserve Area adjacent to a stream channel, the tree shall remain on-site and felled toward the direction of the channel in a manner to protect the stream bank from disturbance during yarding. Yarding corridors shall cross stream channels perpendicular where possible to minimize cutting of trees within the Reserve Area. Yarding corridor location within the Reserve Area shall be approved by the Authorized Officer prior to cutting.
  - (d) Where road locations allow, yarding will be done so that corridors run parallel to each other rather than radiate from a central landing.
- (10) In the Ground-Based Yarding Areas, shown on Exhibit A and within road rights-of-way, cutting and yarding shall be done according to the following:
  - (a) In addition to the requirements set forth in Sec. 26 of this contract, ground-based operations shall be restricted to the dry season which is typically June through October. Unseasonably dry or wet weather may shorten or extend the operating season.
  - (b) Ground-based operations shall be conducted when soil moisture content is below twenty-five (25%), as determined by the Authorized Officer; unseasonably dry or wet weather may shorten or extend the operating season. The Purchaser shall be notified in writing when weather conditions extend the operating season. The Purchaser shall cease operations during periods of rain and be notified, after a soil-moisture assessment by the Authorized Officer, when operations may resume.



- (c) The yarding machine must be approved by the Authorized Officer. It must be equipped with a grapple or an extendable and retractable arch and fairlead that is an integral part of the machine that is capable of lifting the leading end of the turn clear of the ground. All logs in the Ground-Based Yarding Area shall be yarded with their leading end clear of the ground. A forwarder or tracked log loader may also be used to yard logs.
  - (d) Primary skid trails shall use existing trails wherever possible, be space ninety-five (95) feet apart, and be no wider than twelve (12) feet as measured between reserve trees.
  - (e) Primary skid trails shall be blocked with cull material after completion of harvest where the Authorized Officer determines vehicle access is possible.
  - (f) All ground-based equipment shall be restricted to operating on slopes less than thirty-five percent (35%), except when previously constructed trails or accessing isolated ground-based harvest areas requiring short trails over steeper pitches. Also, limit the use of this equipment when surface displacement creates trenches, depressions, excessive removal of organic horizons, or when disturbance would channel water and sediment as overland flow.
  - (g) Primary skid trails with a slope greater than fifteen percent (15%) and/or are left with more than one hundred (100) feet of continuous bare ground shall have water bars installed and/or be covered with slash for erosion control prior to October 31 as directed by the Authorized Officer.
- (11) Sec. 44.a.(11,12) shall be the primary method for the identification, cutting, and removal of additional timber required for skyline corridors, yarding trails, and guy-line trees. Sec. 44.a. (11,12) may be used at the discretion of the Authorized Officer. The Purchaser shall be notified in writing when Sec. 44.a.(11,12) is authorized for use.
- (12) Before cutting and removing any reserve tree necessary to facilitate logging in the Partial Cut Units the Purchaser shall identify the location of the cable yarding roads, tail hold, 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 condition must be met:
- (a) All 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 removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Authorized Officer, the width of each yarding road shall be limited to twelve (12) feet.
  - (b) The Purchaser may immediately cut and remove additional timber to provide tail hold, tieback, guyline, lift, and intermediate support trees; and clear danger trees when the trees have been marked with blue paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under 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.(f) of the contract.
  - (c) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract; or, the Authorized Officer determines that any tree that exceeds twenty-four (24") inches diameter at breast height shall

- be appraised and sold by bilateral modification of the contract at current market value in accordance with Sec. 8 of the contract.
- (d) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Sec. 10 of the contract constitutes a violation of the contract and under Sec. 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.
  - (e) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least two (2) days working days 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 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.
  - (f) The Government may reserve trees previously designated for cutting and removal by applying orange paint as replacements for additional trees cut and removed for skid roads and/or cable yarding roads when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescription. 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 Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.
- (13) In accordance with the requirements of Sec. 8 of the contract it has been determined that it is in the best interest of the Government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in the contract area which, is obstructing needed cable yarding roads, hazardous to workers, needed for guyline, tail hold, and/or tieback trees to meet all applicable State safety laws, codes or regulations. This timber must be cut and removed so that the Purchaser can continue active falling and yarding operations. The Purchaser is, therefore, authorized to cut and remove such additional timber in accordance with the provisions of Sec. 8 of the contract: provided, however, that:
- (a) Seed trees, bearing trees, trees larger than twenty-four (24") inches at breast height, and trees located within the Reserve Areas are not included in this authorization;
  - (b) The Purchaser shall identify each tree sold and cut in accordance with this provision by marking the surface of the stump immediately after cutting with a large "X", cut with a chainsaw, and by painting the stump with florescent red paint so that the stump can be visually located from a distance of not less than one hundred (100) feet;
  - (c) Concurrently with falling, paint the end of the butt log of each tree with florescent red paint. When butt logs are yarded, deck separately for inspection by Authorized Officer;
  - (d) The Purchaser conforms to all requirements of Sec. 8 of this contract; provided that (1) the unit prices for additional timber within unit boundaries shall be unit prices shown in Exhibit B of this contract, or the reappraised unit prices arrived at in accordance with Sec. 9 of this contract, and (2) timber outside of unit boundaries shall be sold at fair market value;
  - (e) No timber may be cut or removed under the terms of this provision if all contract payments required by Sec. 3(b) or 3.(f) have not been made; and,
  - (f) Permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:

1. Fails to properly mark any stump with the "X" cut and florescent red paint.
2. Fails to properly mark any butt log with florescent red paint.
3. Cuts any tree that was reserved for tree improvement and/or wildlife habitat.
4. Cuts any tree in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
5. Cuts any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground-based yarding.
6. Fails to properly segregate any pulled over tree that was yarded to the landing.
7. Cuts any reserve tree that was not severely (as defined during the prework conference and documented in the approved logging plan) damaged from felling and yarding operations.
8. Cuts more than the minimum number of trees necessary to properly serve as guylines anchor stumps.
9. Cuts or topped more than the minimum number of trees necessary to properly serve as tail hold trees.
10. Cuts more than the minimum number of trees necessary to properly serve as tie-back for topped tail hold trees.

Failure to perform any of the conditions listed above may be considered a trespass.

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

If the permission to cut and remove additional timber provision is withdrawn, the 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 two (2) working days prior to the need for cutting and removing additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Sec. 8 or 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Authorized 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.

All cable-yarding and/or ground-based equipment yarding trails upon which timber may be cut and removed in accordance with this special provision must be needed for the removal of timber sold under this contract and shall be limited to the narrowest width necessary for the yarding of logs with minimum damage to reserved trees.

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

- (14) Prior to attaching any logging equipment to any tree in the Reserve Area the Purchaser shall obtain written approval from the Authorized Officer and shall take all precautions to protect the trees from damage, as directed by the Authorized Officer.
- (15) During logging operations, the Purchaser shall keep BLM road Nos. 29-11-23.0 (Jones Creek Road), 29-11-23.1, 29-11-23.3, 29-11-12.1, 29-10-6.0, 28-11-29.0, 29-11-24.0, and 28-11-29.0 where they pass through the contract area, clear of trees, rock, dirt, and other debris so far as practicable. These roads shall not be blocked for more than twenty (20) minutes.

- (16) The Purchaser shall provide signage to control traffic when conducting operations adjacent to any road or as directed by the Authorized Officer and in accordance with Sec. 29 of the timber sale contract.
- (17) To control the spread of noxious weeds and Port-Orford cedar root disease, the Purchaser shall conduct all operations involving the transportation and use of equipment and vehicles in strict accordance with the requirements shown on Exhibit F, which is attached hereto and made part hereof. All road building and logging equipment shall be washed prior to moving in and moving out of the Contract Area to control the spread of noxious weeds and Port-Orford cedar root disease.
- (18) To minimize the risk of attracting predators to activity areas, all garbage (especially food products) will be contained or removed daily from the contract area pursuant to Sec. 27 of this contract.
- (19) Maintain and refuel heavy equipment a minimum of 150 feet away from streams and other water bodies. Refuel small equipment at least 100 feet from waterbodies to prevent direct delivery of contaminants into a waterbody. Refuel small equipment from no more than 5-gallon containers. A small spill kit is required to be on-site during operations. In the event of a spill or release, take all reasonable and safe actions to contain the material. Specific actions are dependent on the nature of the material spilled. If more than 42 gallons of fuel or combined quantity of petroleum product and chemical substances would be transported to a project site as project materials, a spill kit that can absorb and contain 55 gallons of petroleum product and chemical substances shall be readily available. Purchaser shall be responsible for the clean-up, removal, and proper disposal of contaminated materials from the site in accordance with Section 28 of the contract.
- (20) Seasonal and daily timing restrictions would be applied to any use of tailhold, guyline, or lift trees within a murrelet occupied site. Selection of tailhold trees would be subject to the following specifications:
- (a) Select the smallest acceptable tree.
  - (b) As operationally feasible, avoid trees that:
    1. Have a DBH >34" inches
    2. Have visible nests, or nesting structures (e.g. platforms, large limbs, and cavities.)
    3. Are the only large conifer present in a visible area.
  - (c) If the tailhold tree(s) would remain standing, prevent damage by using appropriate protection (i.e. tree plates, tires, or nylon straps) where possible to avoid girdling of the tree. Girdling or notching should not exceed sixty percent (60%) of the tree circumference.
- (21) In Unit 4 on landing LZ 2-15 as shown on Exhibit A, slash shall be piled on the east side of the landing and as directed by the Authorized Officer.
- (22) Unit 6 is designed for downhill yarding and landing locations must be approved by the Authorized Officer prior to felling.
- (23) Unit 7 has a recreation trail running through it. The Purchaser shall leave the trail in as good or better condition than it was prior to logging.

b. Log Branding and Painting:

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 ten (10) inches, prior to the removal of

timber from the contract area. All loads of eleven (11) logs or more will have a minimum of ten (10) logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs will be branded on loads of ten (10) logs or less. One end of all branded logs to be processed domestically will be marked with a three (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.

c. Snag Creation:

(1) The Purchaser shall, within one (1) year following the completion of yarding operations, create one thousand seven hundred ninety-five (1,795) snags total. eight hundred ninety-eight (898) shall be created between 10-20 inches in diameter and eight hundred ninety-seven (897) shall be created greater than twenty (20) inches in diameter, if sufficient trees are available in the size class specified, use trees from the next largest size class available, as directed by the Authorized Officer and in accordance with Exhibit I the following stipulations:

- (a) The Purchaser shall create 1330 snags in the Partial Cut Area, locations and quantities indicated on the Exhibit I map, and as directed by the Authorized Officer.
- (b) The Purchaser shall create 285 snags dispersed in the Snag Creation Area, locations and quantities indicated on the Exhibit I map, and as directed by the Authorized Officer. Snags shall be created in the size class specified above (a); shall be no closer than two hundred (200) feet slope distance from streams.
- (c) The Purchaser shall create 180 snags dispersed in the Riparian Reserve Snag Creation Area, locations and quantities indicated on the Exhibit I map. The Riparian Reserve Snag Creation Area is the distance between fifty (50) feet and two hundred (200) feet slope distance from the stream. Snags shall be created in the size class specified above (1) and shall be no closer than two (2) live green trees apart.
- (d) The Purchaser shall create a variety arrangement across the timber sale area of scattered single snags and groups of snags.
- (e) The Purchaser may meet snag creation requirements with trees of any species, except western redcedar (*Thuja plicata*).
- (f) Snags shall generally be created by girdling live, green trees at three and one-half ( $3\frac{1}{2}$ ) feet above the root collar, girdling will consist of severing the cambial tissue at least  $\frac{3}{4}$  of the circumference around the bole of the tree, without cutting into the sapwood more than one and one-half ( $1\frac{1}{2}$ ) inches and removing a four (4) inch band of bark. Alternatively, girdling may be achieved through use of three (3) parallel cuts into the cambial tissue around the tree as specified within the Exhibit I.
- (g) The Purchaser shall not girdle trees for snag creation within one hundred (100) feet (minimum slope distance) of any open or unblocked roads, unless approved by the Authorized Officer.
- (h) The Purchaser shall number each snag created; the number shall be painted on the bole of the snag using high visibility paint such that the number is visible.
- (i) The Purchase shall submit created snag location registers in the form of legible and complete maps and/or submit GPS coordinates ( $\leq$  20-meter accuracy) representing snag group and individual scattered tree locations. Electronic GPS files shall be submitted in “.gpx” format unless an alternative format is approved by the Authorized Officer. Girdled trees shall have a number painted at breast height with high visibility paint such that they are visible from at least one hundred (100) feet. Number and location of treated trees shall be depicted on a map by the Purchaser such that they may be easily verified.

(j) Any tree with the following characteristics shall be avoided for snag creation treatment:

- i. Existing broken tops (live or dead trees), multiple-top, or dead-top trees.
- ii. Trees exhibiting severe mechanical damage, fire scars, obvious disease, or decay (Example: root rot fungi at base or large mistletoe platforms).
- iii. Any tagged tree (bearing tree or designated genetic/research tree).
- iiii. Any tree greater than thirty (30") inches diameter at breast height

d. Road Construction

- (1) The Purchaser shall construct, improve, and renovate road in strict accordance with the road plans and specifications, shown on Exhibit C, which is attached hereto and made a part hereof.
- (2) Any required construction, improvement, or renovation of structures and roads shall be completed and accepted prior to removal of any timber, except right-of-way timber, over that road.
- (3) Any construction and renovation of roads in Unit 7 shall be limited to the dry season, permission to enter and operate in Unit 7 shall be determined by the Authorized Officer.
- (4) In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall complete erosion control and soil stabilization measures on all cuts, fills, waste areas, and scarified areas, as designated by the Authorized Officer, along all sections of roadway disturbed during the year typically prior to October 15<sup>th</sup> of each year. The Authorized Officer may set time limits for the beginning and completion of erosion control and soil stabilization measures and modify seasonal dates to conform to existing weather conditions and changes in the construction schedule. Such work shall be accomplished in accordance with Erosion Control and Soil Stabilization, 1700 and 1800 Series, contained in Exhibit C, which is attached hereto and made part hereof.
- (5) The Purchaser, prior to construction of landings, shall stake all landing locations in accordance with the requirements set forth in Exhibit C. Concurrently with, or at the termination of logging operations, the Purchaser shall pull back and shape onto the landings all overhanging materials to prevent erosion in accordance with the requirements set forth in Exhibit C.

e. Road Use and Maintenance

- (1) The Purchaser shall be required to secure written approval to use or haul equipment over Government owned or controlled structures when that equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit.
- (2) Tracked type equipment shall not be allowed to cross over concrete bridge decks, other concrete surfaced structures or asphalt surfaced roads without the proper protection of that surface. Prior approval shall be obtained from the Authorized Officer when crossing with protective devices. Details of such equipment shall be furnished to the Authorized Officer for evaluation of load characteristics, at least thirty (30) days prior to proposed move in. Details shall include:

- (a) Axle weights when fully loaded;
- (b) Axle spacing;
- (c) Transverse wheel spacing;
- (d) Tire Size;
- (e) Outside width of vehicle;
- (f) Operating speed;
- (g) Frequency of use; and,
- (h) Special features (e.g. running tracks, overhang loads, etc.).

The Purchaser shall be responsible for repair of any damage to structures caused by the use of overweight or over-dimension vehicles: (1) without written approval, (2) in violation of the conditions of a written approval or (3) in a negligent manner. The amount of actual damage shall be determined by the Authorized Officer following a technical inspection and evaluation.

- (3) The Purchaser is authorized to use the roads shown on Exhibit E, attached hereto and made a part hereof, for the removal of Government timber sold under the terms of this contract and for haul of mineral material required under the terms of this contract; provided, that the Purchaser shall pay the Government a maintenance and rockwear obligation totaling \$9,939.95, shown on Exhibit E. Unless the total maintenance and rockwear fees due BLM are paid prior to commencement of operations on the contract area, payments shall be made in installments payable in the same manner as and together with payments required in Sec 3 of this contract. Timber volume added by modification will be assessed at a rate of \$1.93/MBF for removal of timber over Government controlled roads.
- (4) The Purchaser shall perform maintenance and repair of such roads shown on Exhibit D in accordance with the maintenance specifications listed in Exhibit D, attached hereto, and made part hereof.
- (5) At all times during the period of operations on the contract area, and upon completion of said operations, the Purchaser shall be liable for maintenance and repair of such roads shown on Exhibit D resulting from wear or damage in accordance with the maintenance specifications as shown on Exhibit D.
- (6) With the prior approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users of any BLM controlled road included in Sec. 44.d.(1,2,3) of this contract; provided that such a cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with users on these roads.
- (7) The Authorized Officer may at any time, by written notice, terminate the Purchaser's operator road maintenance obligations and require instead payment of current Bureau of Land Management (BLM) road maintenance fees for the particular surface type of the road(s) involved. These fees will be applied to the remaining contract volume on the sale area, as determined by the Authorized Officer, to be transported over the roads listed in Sec. 44.d.(1,2,3). If the total road maintenance fee does not exceed \$500.00, the Purchaser shall pay such amount in full prior to use of such roads. If the total road maintenance fee exceeds \$500.00, the Authorized Officer shall establish an installment schedule of payments of the maintenance obligation.
- (8) In the use of required company roads shown on the Exhibit E, the Purchaser shall comply with the conditions of Reciprocal Right-of-Way Agreements between the United States and Lone Rock TT LandCo, LLC, RWA-C-625B and C-418A. The Purchaser shall pay a road use fee of \$0.00, and place rock in lieu of a rockwear

and maintenance fee to Lone Rock TT LandCo, LLC, pursuant to RWA-C-625B and C-418A. The agreements are available for inspection at the Bureau of Land Management, Coos Bay, Oregon. A performance bond in the amount of \$5,000.00 and comprehensive liability insurance will be required by Licensor.

Prior to commencement of operations, the Purchaser shall furnish to the Authorized Officer a copy of the executed License Agreement issued under the terms of the Reciprocal Right-of-Way Agreements. Default by the Purchaser of said Reciprocal Right-of-Way Agreements, of any License Agreements executed pursuant thereto, for failure to pay appropriate road use fees or road maintenance 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 maintenance fees may change during the course of the contract as determined by the Licensor. It is the responsibility of the Purchaser to pay fees current at time of haul.

If a Licensor is the Purchaser, allowances have been made for amortization of capital investment of the roads covered by the Licensor's Agreement in accordance with 43 CFR 2812.6-2(a)(5); it is understood that the purchase price stated in Sec. 2 of this contract is the net price and that no deduction will be made from the contract price because of such allowance.

- (9) In the use of required company roads shown on the Exhibit E, the Purchaser shall comply with the conditions of the Cooperative Right-of-Way and Road Use Agreement between the United States and Coquille Indian Tribe, RUA-C-01. The Purchaser shall pay a road use fee of \$0.00 and place rock in lieu of a rockwear and maintenance fee to Coquille Indian Tribe pursuant to RUA-C-01. The agreements are available for inspection at the Bureau of Land Management, Coos Bay, Oregon. A performance bond in the amount of \$10,000.00 and comprehensive liability insurance will be required by Licensor.

Prior to commencement of operations, the Purchaser shall furnish to the Authorized Officer a copy of the executed License Agreement issued under the terms of the Cooperative Right-of-Way Agreement. Default by the Purchaser of said Cooperative Right-of-Way and Road Use Agreement, of any License Agreements executed pursuant thereto, for failure to pay appropriate road use fees or road maintenance 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 maintenance fees may change during the course of the contract as determined by the Licensor. It is the responsibility of the Purchaser to pay fees current at time of haul.

If a Licensor is the Purchaser, allowances have been made for amortization of capital investment of the roads covered by the Licensor's Agreement in accordance with 43 CFR 2812.6-2(a)(5); it is understood that the purchase price stated in Sec. 2 of this contract is the net price and that no deduction will be made from the contract price because of such allowance.

- (10) Purchaser will need to cut all trees within the posted Right-of-Way on the 29-11-26.1 road on Coquille Indian Tribe property. The Purchaser shall contact the Coquille Indian Tribe office to execute the License Agreement and purchase the Right-of-Way timber at least 30 days prior to commencement of operations.

f. Fire Prevention and Control, Hazard Reduction and Logging Residue Reduction



(1) Fire Prevention and Control: Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:

- (a) At least three (3) days prior to power driven equipment during any 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.
- (b) Provide and maintain in the contract area in good working order, and immediately available, the following equipment for use during the closed fire season or periods of fire danger:

Firefighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever employees are working on the contract area. All firefighting 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 box may serve two (2) landings not over six hundred (600) feet apart. When filled, the box shall not weigh over two hundred (200) pounds. The fire tools shall be in good condition, be tight on strong handles, and have sharp cutting edges. There shall be not less than four (4) tools in each box nor less than one (1) tool for each employee 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. Operations with four (4) or less workers are not required to provide a fire toolbox as long as each worker is equipped with a shovel suitable for fire suppression.

At each landing during periods of operation one (1) tank truck of two thousand (2,000) gallons or more capacity with enough one and a half inch (1 1/2") hose to reach from the water supply to any location in the operation area affected by power driven machinery, or one thousand (1,000) feet, whichever is greater. Two (2) nozzles and one (1) gated wye are required to support this hose lay. Two (2) one thousand (1,000) gallon tank trucks or portable tanks may be substituted for each required two thousand (2,000) gallon tank truck, provided that the total capacity to pump and deliver water remains unchanged. Each tank truck shall be equipped with a pump capable of delivering a minimum of twenty (20) gallons per minute (gpm) water flow at one hundred ten (110) pounds per square inch (psi) engine pressure. The pump may be either power take off driven or truck mounted auxiliary engine driven, or portable. All equipment shall be acceptable to and approved by the Authorized Officer and shall conform to the standards set forth in Oregon Revised Statutes 477.645 through 477.670. All hose couplings shall have the standard thread adopted by the BLM (1 1/2") inches National Hose Thread (NH), (1") inch National Pipe Straight Hose Thread (NPSH) or be provided with suitable adapters use. All tank trucks shall be filled with water and made available for immediate use.

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

(2) In addition to the requirements of Section 15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release Purchaser for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction and logging residue reduction measures required of them by this contract: Perform logging residue reduction and site preparation work on all three hundred one (301) acres within the harvest units as shown on Exhibit A. The required work shall consist of any treatment or combination of treatments, as determined by the Authorized Officer, and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer. Prior to commencement of any operation under this section of the contract, a slash

disposal and pre-work conference between the Purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. The number of acres of each treatment shall be determined by the Authorized Officer. All slash disposal shall be done in accordance with the plans developed at this pre-work conference.

- (3) Logging Residue Reduction: In addition to the requirements of Section 15 of this contract and for hazardous fuel reduction, watershed protection, and silvicultural purposes, the Purchaser shall be responsible for logging residue reduction at all landing sites in the sale area as shown on the Exhibit A.
- (a) In lieu of burning, the Purchaser may remove landing residue for off-site utilization. If the utilization method is selected, the Purchaser shall provide information on the total tonnage of landing residue being removed from the sale area in accordance with the Exhibit B.
  - (b) Prior to commencement of landing residue removal, the Purchaser shall provide advanced notification to the Authorized Officer in order to arrange for on-site inspections of the removal operations. Upon completion of landing residue removal, the Purchaser shall notify the Authorized Officer to arrange for a final inspection of the landing sites.
- (4) Specifications for Landing Piling: Unless otherwise approved in advance by the Authorized Officer, landing piling shall be completed at each yarding location (setting) concurrently with the conclusion of yarding operations while logging equipment is still on-site.

Logging residue within the immediate vicinity of the landing, and any residue that overhangs the landing sites that can be reached by logging equipment, shall be pulled completely back onto the landing surface and either piled for burning or segregated for other uses.

Logging residue at landings shall be accumulated into the fewest number of piles possible. Landing piles shall be free of dirt, constructed as upright as possible, and have a solid base to prevent toppling. All piles with pointed, jagged tops shall be flattened or trimmed to ensure a smooth surface for the polyethylene covering. Unless directed by the Authorized Officer, no landing piles shall be constructed within twenty (20) feet of any reserve tree.

- (5) Specifications for Landing Covering: All piles shall be covered no later than September 30 of the same calendar year of piling.

The Purchaser shall place four (4) MIL, black polyethylene sheeting (PE) over the pile to provide maximum protection from fall/winter rains. Unless otherwise directed by the Authorized Officer, the size of the plastic sheeting shall be a minimum of one hundred (100) square feet or (10' x 10').

To meet ignition and combustion needs, larger piles may require additional PE sheeting. The Purchaser shall contact the Authorized Officer before any pile covering begins. At that time, the Authorized Officer will identify all piles that are approved for covering in excess of the one hundred (100) square feet minimum size.

Piles with material extending more than two (2) feet beyond the general contour of the pile shall be flattened or trimmed to create a uniform surface and to prevent the PE sheeting from tearing during wind events. Pile trimming or flattening shall be done prior to pile covering.

To ensure the center of the pile remains dry, all PE shall be weighed down with slash or logging debris in order to prevent sheeting from tearing and blowing or sliding off of the pile. An adequate amount of anchoring material should be used, but no more than twenty (20) percent of the material to be piled may be placed on top of the sheeting. Sheeting shall be tied down with twine on all four (4) corners.

At landing sites with excessive logging residue below the landing that is out of reach of the equipment on site, the Purchaser shall place additional PE sheeting over the residue concentrations as directed by the Authorized Officer.

Piles of residue identified by the Authorized Officer for other uses shall not be covered with PE sheeting.

- (6) Cull decks: As determined by the Authorized Officer, for a distance of one hundred (100') feet from the perimeter of each landing, all logs larger than eight (8") inches diameter at the large end and longer than twelve (12') feet in length shall be decked or windrowed at the location designated by the Authorized Officer except logs removed from the contract area. If a log or piece of a log meeting or exceeding the above specifications is bucked, all portions of that log shall be yarded and decked at the above-described location. Logging residue meeting this requirement shall not be piled for burning but shall be segregated into separate piles that are no closer than twenty (20') feet from residue piles that will be burned.
- (7) Notwithstanding the provisions of Sec. 15 of this contract, the Government shall be responsible for disposing of slash created by the Purchaser's operations on Government lands except for assistance as required herein. The assumption by the Government of all obligations for the disposal of fire hazard under state law does not relieve the Purchaser of the obligations to perform the fire prevention hazard reduction and logging residue reduction measures required by this contract. In accordance with written instructions to be issued by the Authorized Officer at least ten (10) days in advance of the earliest date of required performance, the Purchaser shall, under the supervision of the Authorized Officer, assist with landing pile burning by furnishing, at their own expense, the services of personal and equipment as follows:

- (a) The Purchaser shall begin burning within fourteen (14) hours of notification by the Authorized Officer.
- (b) For each entry, the Purchaser may provide more personnel, equipment and materials than indicated, but no less than the minimum requirements listed below. Minimum personnel, equipment and materials requirements are:

Landing Pile Burning:

1. One (1) English-speaking crew supervisor (minimum FFT2)
2. Three (3) person burn crew (minimum FFT2)
3. Three (3) drip torches and sufficient fuel to complete all pile burning

All listed personnel shall be qualified as a Type-II Firefighter (FFT2) or higher (National Wildfire Coordinating Group (NWCG)) Wildland Fire Qualifications System guide, (PMS 310-1)). All personnel shall be physically fit, experienced, and fully capable of functioning as required. All personnel shall arrive at the project area with the following safety equipment: Lug-soled boots with a minimum of eight (8") inch uppers that provide ankle support; an approved hard hat; leather gloves; long-sleeve shirt and full-length trousers made of approved aramid fabric (Nomex or equivalent) and an approved fire shelter. All tools and equipment shall be in good 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.

- (c) A minimum of eighty percent (80%) consumption of landing piles is required.
- (d) No mop-up is required of the Purchaser.
- (e) Based on the time of year and sequence in which the harvest and treatment of the units is completed, burning may be required over multiple seasons.

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

g. Buyout Securities

The Purchaser shall assist in pile burning as described in Sec. 44.f.(7). The Purchaser has the option of completing this work, or in lieu thereof, make a buyout security deposit to the Bureau of Land Management in the amount of twenty thousand seven hundred five and 59/100 dollars (\$20,705.59), and upon making such deposit, the Purchaser shall be relieved of the obligations set out in Sec. 44.f.(7). The Purchaser shall notify the Authorized Officer of their intention to make this deposit prior to the date of execution of this contract, and the Purchaser shall pay such amount in full prior to the commencement of operations.

h. Optional Scale Check of Lump Sum Sales

- (1) The Government, at its option, may administratively check scale any portion of the timber removed from the contract area, and if necessary, conduct check scaling of independent scalers contracted to BLM for administrative check scaling purposes. The Purchaser hereby agrees to make such contract timber available for such scaling at a location or locations to be approved in writing by the Authorized Officer. At the approved location or locations, the Purchaser shall provide an area for logs to be safely rolled out for scaling, to unload logs from trucks, place logs in a manner so that both ends, and three faces of each log are visible for scaling, and to reload or remove logs after scaling has been completed.
- (2) In the event that BLM elects to administratively check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows. If the entire sale is check scaled by yard scale, the purchase price of this contract shall be reduced by \$3,889.50. In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of \$3,889.50 which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling. Scaling shall be conducted in accordance with the Eastside Scribner Scaling Rules by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report will be made available to the Purchaser upon request.

**Exhibit F**

Sheet 1 of 1

**SPECIAL PROVISIONS TO CONTROL THE SPREAD OF NOXIOUS WEEDS AND PORT-ORFORD CEDAR ROOT DISEASE**

**Vehicle and Equipment Cleaning:**

- (1) Cleaning shall consist of the removal of soil and debris by washing with a high-pressure hose or steam cleaning. Cleaning and inspection sites shall be agreed to by Purchaser and BLM. All petroleum product residues shall be contained at wash sites and dealt with in accordance with DEQ standards. Purchaser shall provide an approved plan for the cleaning station that demonstrates that the station meets all DEQ and water quality regulations. All necessary permits shall be obtained by the Purchaser.
  
- (2) All equipment parts shall be cleaned as designated by the Authorized Officer, including removal of tractor belly plates in accordance with Sec. 1 above.

All construction, logging, and slash disposal equipment shall be cleaned prior to entering and exiting the contract area. The Authorized Officer will determine if log trucks and vehicles used for the transportation of personnel shall be cleaned, based upon the location of use immediately prior to the current timber sale. If the vehicles have been in a weed-infested area, they shall be washed before entering the Contract Area, as shown on the Exhibit A.

**EXHIBIT I**

**SPECIFICATIONS FOR BASAL GIRDLING**

GENERAL:

- (1) Cut around the tree. Each cut must connect or extend at least three-fourths ( $\frac{3}{4}$ ) of the circumference, around the tree and penetrate through the cambium layer into the wood at least one half ( $\frac{1}{2}$ " ) inch, but not more than one and half (1  $\frac{1}{2}$ " ) inches. The distance between the top cut and the bottom cut shall not exceed twelve (12") inches. Tress shall be girdled between three (3') feet and four (4') feet above ground level measured from the uphill side of the tree.

Illustration 1- Basal Girdling

Basal-Girdling example: make three (3) parallel unbroken cuts around the tree. The distance between the top and bottom of the cut shall not exceed twelve inches. Cuts must penetrate at least 1/2 inch, but not more than 1 1/2 inches into the wood of the tree. Trees shall be girdled between 3 and 4 feet from the ground.

