



PROSPECTUS



United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Springfield Interagency Office, Northwest Oregon District
3106 Pierce Parkway, Suite E, Springfield, Oregon 97477
<http://www.blm.gov>

SCALE SALE

March 31, 2021

Parcel No. 3
Contract No. ORN05-TS21-541
Upper Willamette Field Office

Finngel

SEALED BID TIMBER SALE NOTICE

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for sealed bid, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 attached. **Sealed bids will be received by the District Manager, or his representative, by appointment only at the Northwest Oregon District's Springfield Interagency Office, 3106 Pierce Parkway, Suite E, Springfield, Oregon until 4:00 p.m., Wednesday, April 21, 2021. Please call 541-683-6417 to make an appointment. Appointments are available from 8am - 4pm, M-F. Sealed bids will be opened at 10:00 a.m. on Thursday, April 22, 2021.** Due to pandemic restrictions the opening will be limited to BLM employees. All bidders will be notified via phone call after all bids have been opened and a high bidder declared.

THIS TIMBER SALE NOTICE does not constitute the decision document for purposes of appeal of a forest management decision. Consistent with 43 CFR Subpart 5003.2(b), the date the BLM posts the forest management decision on the BLM's ePlanning website establishes the effective date of the decision for purposes of an administrative appeal.

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

TO QUALIFY FOR PARTICIPATION in a sealed bid sale, the bidder must submit a bid in a sealed envelope for each tract offered that includes:

1. **Two copies of the bid written on Form 5440-9, Deposit and Bid for Timber/Vegetative Resources. No bid for less than the advertised appraised price on a unit basis per species and total price can be considered.**
2. **The required minimum bid deposit specified in the timber sale notice for the tract.**
3. **A properly executed Independent Price Determination Certificate, Form 5430-11. 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.**
4. **A completed Form 5450-17, Export Determination.**
5. **The sealed envelope must be clearly marked that it is a "Bid for Timber" together with the sale name and number, the legal description, time and date of sale, and a contact name and phone number of the bidder.**

A PERFORMANCE BOND in an amount not less than 20 percent of the total purchase price will be required for all contracts of \$10,000 or more, but the amount of the bond shall not be in excess of \$500,000, except when the Purchaser opts to increase the minimum bond as provided in 43 CFR 5451.2. A minimum performance bond of not less than \$500 will be required for all installment contracts less than \$10,000.

INSTALLMENT PAYMENTS may be authorized for sales of \$500 or more. Required installments will be determined by BLM. For sales under \$500,000, installments will not be less than 10% of the total purchase price. For sales of \$500,000 or more, installment payments shall be \$50,000.

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 and is prohibited from being used as a substitute for exported private timber.

ADDITIONAL INFORMATION concerning each timber sale tract described herein is available at the Springfield Interagency Office. A copy of the timber sale contract is also available for inspection at the Springfield Interagency Office. This prospectus includes maps and tables that cannot be made Section 508 compliant. For help with its data or information, please contact the Northwest Oregon District's Springfield Interagency Office at (541) 683-6600.

THE VOLUMES LISTED herein are estimates only, based on 16-foot taper breaks, which must be taken into consideration if comparisons are made with volume predictions based on other standards. The volumes based on 32-foot taper breaks are shown for comparison purposes. No sale shall be made for less than the total purchase price, without regard to the amount bid per unit, even though quantity of timber actually cut or removed or designated for taking is more or less than the estimated volume or quantity so listed.

AN ENVIRONMENTAL ASSESSMENT was prepared for this sale, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for this sale at the Northwest Oregon District's Springfield Interagency Office.

ACCESS to a sale may be through a locked gate (see individual sale information). Prospective bidders may obtain a key from the Northwest Oregon District's Springfield Interagency Office. Any other persons interested in visiting the timber sale site should first contact Brian Bickford at (541) 683-6164.

Attachments:

- Form 5440-9
- Form 5430-11
- Form 5450-17
- Form 5450-22

NORTHWEST OREGON DISTRICT
UPPER WILLAMETTE FIELD OFFICE

**TIMBER SALE NOTICE
SCALE SALE
DESIGNATION BY DESCRIPTION
EUGENE MASTER UNIT**

PARCEL NO.: 3
SALE DATE: April 22, 2021

Finggel

Contract No.: ORN05-TS21-541

Lane County Oregon: **O&C**: Sealed Bid

Bid Deposit Required: \$ 42,900.00

All timber designated for cutting on SE1/4SW1/4, W1/2SE1/4, Section 13, NE1/4NE1/4, Section 23, T. 16 S., R. 1 E., Lots 9-13, 18-20, 22, Section 19, T. 16 S., R. 2 E., Will. Mer.

Estimated Volume 32' Log (MBF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Approx. Price
1,523	Douglas-fir	1,803	\$237.40	\$428,032.20
1,523	Totals	1,803		\$428,032.20

APPRAISED PRICES are calculated by determining market value through the analytical appraisal method. The minimum bid increment will be \$0.10 per MBF or multiples thereof.

LOG EXPORT RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

NOTE: The volume for this timber sale has been calculated using 16 foot eastside Scribner rules, and the 32 foot log volumes are estimates derived from the 16 foot volumes.

CRUISE INFORMATION: The timber volume for Douglas-fir in the Hazard Tree Removal Area was based on a variable plot cruise for estimating board foot volume. Plots were measured using a 40 basal area factor for a total of 64 plots. A map showing the location and description of the sample trees is available at the Northwest Oregon District's Springfield Interagency Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 24.9" DBHOB; the average log contains 208 bd. ft.; the total gross merchantable volume is approximately 2,072 MBF; and 83% recovery is expected.

BLM Designation by Description (DxD) Scale Sale Timber Sale Process

Operations on this timber sale will be conducted under a Designation by Description (DxD) scale contract. DxD is also referred to as "Purchaser Select." This is a method of sale where the Government does not mark (paint) the timber to be cut and removed in the Hazard Tree Removal Area. Instead, the timber to be cut is designated by description, i.e., written cutting guidelines (Selection Criteria) which implement the silvicultural prescription and are made a requirement of the timber sale contract in accordance with Section 41(b).

1. Cruise: The variable plot cruise was implemented with the cruiser using the Selection Criteria for cutting in order to estimate the volume that would be cut and removed. The estimated volume was used for appraisal purposes and is delineated in this timber sale notice. In addition, this volume is delineated in the attached Exhibit B, and will be used to bill the Purchaser.

CUTTING AREA: One Hazard Tree Removal Area totaling approximately 84 acres.

ACCESS: Access to the sale is provided by:

1. A public road;
2. BLM existing roads;
3. Roads covered by Right-of-Way and Road Use Agreement E-662 between Weyerhaeuser Company and the United States. In the use and renovation of private roads, the Purchaser shall enter into a license agreement with Weyerhaeuser Company. The license agreement shall be delivered to Weyerhaeuser Company for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

ROAD MAINTENANCE: The Purchaser shall pay a road maintenance and rockwear fee estimated at \$3,935.59 to Weyerhaeuser Company. The Purchaser shall pay BLM road maintenance fees of \$2,984.00 and a rockwear fee of \$2,551.84. See Exhibit D map for specification of road maintenance responsibility. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

250 cubic yards (truck measure) of maintenance rock and surface protection rock is required. Additional road reinforcement (rocking) may be required for wet weather haul and will be at the Purchaser's expense. Load tickets are required for maintenance rock accounting.

ROAD RENOVATION:

Road Nos. 16-1E-13.0, 16-1E-13.1, 16-1E-13.2, 16-1E-13.5, 16-1E-22.0 Segs B-D, 16-2E-19.1, 16-2E-19.3, 16-2E-19.4
16-2E-19.5, 16-2E-19.6

Length: 162.62 Stations

Class: SN-14

Special Requirements in Road Renovation: Operations may be limited to periods of dry weather. (June 1 – October 31, both days inclusive).

Total Estimated Exhibit C Road Costs (renovation): \$6,453.87

DURATION OF CONTRACT: Duration of the contract will be 3 months for cutting and removal of timber.

SPECIAL PROVISIONS: The contract will contain special provisions regarding road renovation, road maintenance, logging methods, prevention of erosion, falling of all trees designated for cutting, logging residue reduction, and submission of a written logging plan specifying equipment trail locations, landing locations, logging methods, and logging schedule.

Under Sec. 26 of the timber sale contract, ground-based logging and mechanized felling will be prohibited during periods of excessive soil moisture. This will normally limit ground-based logging to July 1 to October 15.

OTHER SPECIAL REQUIREMENTS:

- Prior to felling trees within the Hazard Tree Removal Area, the Purchaser shall require all timber cutters who will fall trees within the Hazard Tree Removal Area to meet on site with the Authorized Officer to review the selection criteria in Section 41(b).
- The Purchaser shall be required to control traffic during active operations and roads shall not be blocked for more than 20 minutes at a time during operations.
- Purchaser shall provide warning signs and flaggers in accordance with state and federal regulations.
- The Purchaser shall clean logging, road, decommissioning, and slash disposal equipment prior to entry on BLM lands.
- In the Special Operating Area, equipment shall remain on roads until surveys are completed.
- No equipment is permitted in or through the Special Yarding Area.
- A yarding wedge will be required across Weyerhaeuser Company in Section 14.
- Portions of felled hazard trees that lie within the Special Reserve Area shall remain on site. Any portion of trees lying outside the Special Reserve Area boundary shall be bucked at the line and removed.
- Hazard trees shall be felled towards the road and away from Special Reserve Area where feasible, except yellow painted trees.
- All yellow painted trees shall be felled toward the streams where safely possible and left on site.
- Hazard trees 40" or greater DBH and greater than 171 years old, shall remain on site and placed to not create a downslope hazard.
- The Purchaser shall be required to cut and process non-merchantable trees in the Hazard Tree Removal Area.
- In-unit mechanized felling, ground based yarding, slash piling, and road renovation shall occur between July 1 – October 15.
- At the completion of yarding, the Purchaser shall decompact skid trail prisms.
- The Purchaser shall be required to spread BLM-provided seed and mulch at culverts and designated areas.
- The Purchaser shall perform logging residue reduction and site preparation work, to include piling at landings and along roadsides, covering, and pile burning
- The Purchaser shall be required to file a Notification of Operations with the Oregon Department of Forestry for all harvest operations on federal lands.

Optional Contributions: The Purchaser will not have the option of contributing funds in lieu of completing logging residue reduction work.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: Access to the sale is through locked gates over private roads. Prospective bidders may obtain a key from the Northwest Oregon District's Springfield Interagency Office and proceed to the sale area. Any other persons interested in visiting the timber sale site should first contact Brian Bickford at (541) 683-6164.

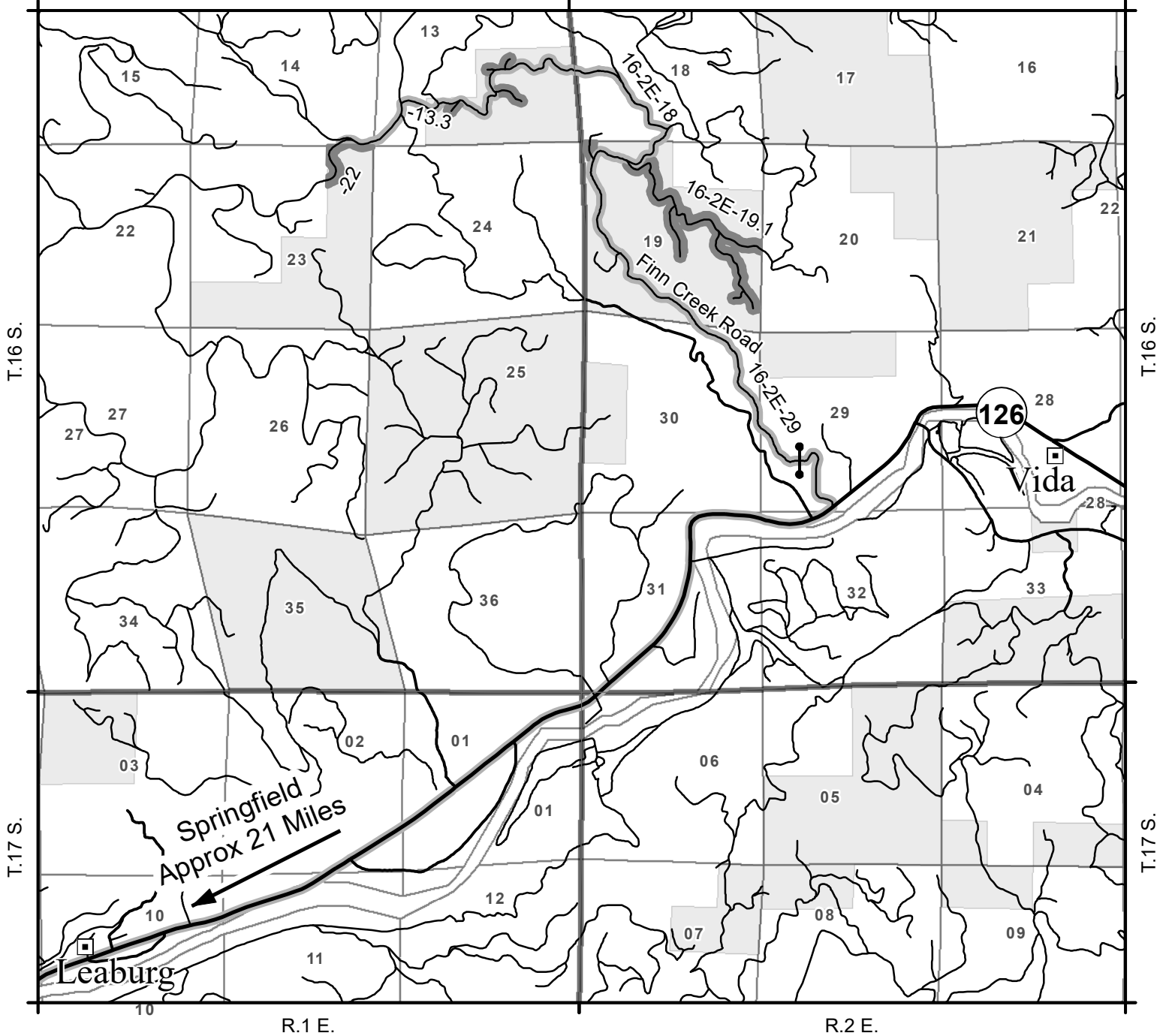
To the Hazard Tree Removal Area: From Leaburg proceed east on McKenzie Highway for approximately 5 mile Turn north onto Finn Creek Road (16-2E-29) and proceed approximately 2.7 miles to the Hazard Tree Removal Area.



**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

FINNGEL TIMBER SALE CONTRACT NO. ORN05-TS21-541

T. 16 S., R. 1 E., SEC. 13, 23 T. 16 S., R. 2 E., SEC. 19 WILL. MER., NORTHWEST OREGON DISTRICT



NARRATIVE DESCRIPTION OF HOW TO GET TO SALE AREA:
 Access to the sale is through locked gates over private roads. Prospective bidders may obtain a key from the Springfield Interagency Office and proceed to the sale area. Any other persons interested in visiting the timber sale should first contact Brian Bickford at 541-683-6164.

To the Hazard Tree Removal Area:
 From Leaburg, proceed east on McKenzie Highway for approximately 5 miles. Turn north onto Finn Creek Road (16-2E-29) and proceed approximately 2.7 miles to the Hazard Tree Removal Area.

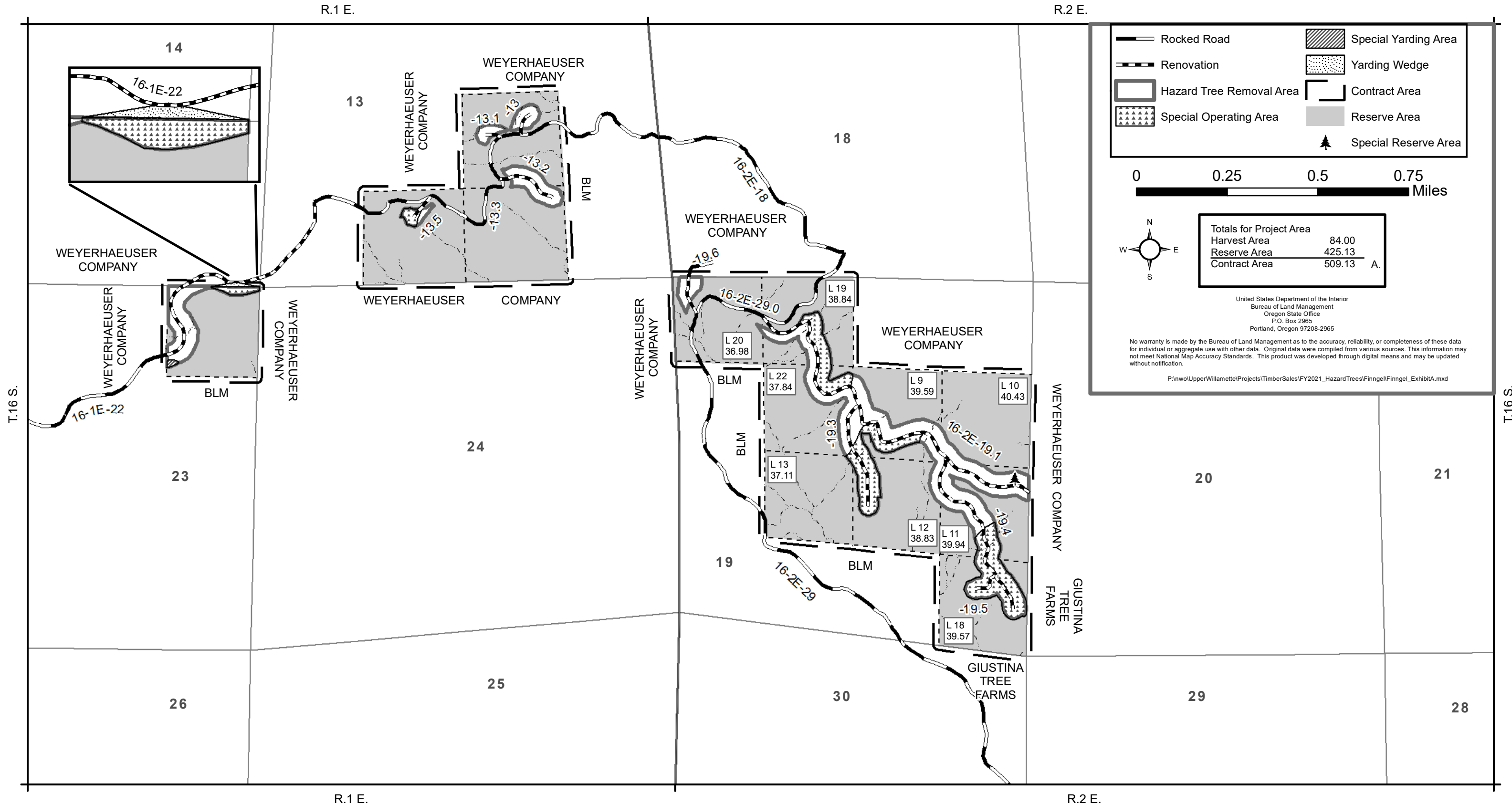
	Hazard Tree Removal Area
	BLM Administered Lands
	Travel Route
	Paved Road
	Rocked Road
	Gate

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.



UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

FINNGEL TIMBER SALE CONTRACT NO. ORN05-TS21-541
T. 16 S., R. 1 E., SEC. 13, 23 T. 16 S., R. 2 E., SEC. 19 WILL. MER., NORTHWEST OREGON DISTRICT



**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT (BLM)**

Contract No.: ORN05-TS21-541
Sale Name: Finngel Timber Sale
Issuing Office: UPW Field Office

**EXHIBIT B
SCALE SALE
PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS**

- I. **Total Actual Purchase Price** - In accordance with Section 2 and 3 of the contract, the Purchaser agrees to pay the Government for the timber sold under the contract in accordance with the following schedule and measurement requirements. Timber sold is comprised of Merchantable Timber, Merchantable Timber Remaining, and Other Timber as defined below. In the event an Extension of Time is approved, the prices per measurement unit are subject to readjustment (refer to Section 9 of the contract).

Schedule of Species/Products, Measurement Units, and Prices		
Species/Products	Measurement Unit	Price Per Measurement Unit
Douglas-fir	1,803 MBF	\$237.40

- II. **Merchantable Timber** - All timber which can be cut into logs, which equal or exceed the following specifications, shall be considered merchantable timber required to be removed from the contract area. Purchaser shall pay for same in accordance with Section 3 of the contract at the unit prices shown in Section I of this Exhibit.

Schedule of Material Specifications			
Species/Product	Length (feet)	Diameter (inches inside bark at small end)	Net Scale (% of gross volume of any log segment)
All Conifers/Merchantable Timber	16 Feet	6 inches	20 bf

If Purchaser elects to remove any logs which do not meet the above minimum material specifications and which have not been reserved to Government in Sec. 41 of the contract, such logs shall be scaled in accordance with section V of this Exhibit herein and be paid for in accordance with Section 2 and 3 of the contract and the value in Section I of this Exhibit.

- III. **Merchantable Timber Remaining - Measurement Requirements** - The remaining volume of any merchantable sold timber on the contract area shall be determined as provided in

Section 3. (g). of the contract. Purchaser shall pay for same in accordance with Section 3 of the contract at the unit prices shown in Section I of this Exhibit.

IV. Other Timber - If any timber is of a species not listed in Section I of this Exhibit the Authorized Officer shall establish volumes and values in accord with Standard BLM methods.

V. Scaling

- A. Log Rule and Measurement** - All logs shall be scaled in Eastside Scribner according to the Northwest Log Rules Eastside and Westside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale.
- B. Scaling Service** - A Scaling Authorization Form must be completed and approved by the Authorized Officer prior to beginning of hauling operations. All sites on the Scaling Authorization are required to have a Log Yard Agreement with the BLM. Log scaling services shall be provided and performed by BLM personnel or third party scaling organizations under agreement with BLM.
1. All logs shall be scaled and volumes determined by BLM or a certified contract scaler.
 2. The BLM scaler or contract scaler is designated to collect Eastside MBF scale data from all loads.
 3. All logs shall be scaled using an authorized BLM scaling method approved by the Authorized Officer in accordance with BLM prescribed procedures.
- C. Defect Caused by Abnormal Delay** - Scaling deductions made for rot, check or other defect resulting from abnormal delay in scaling caused by Purchaser shall be recorded separately and charged to the Purchaser in accordance with Section 3 of the contract.
- D. Log Presentation** - Purchaser shall present logs so that they may be scaled in an economical and safe manner in accordance with the Log Yard Authorization required in Section V. B. of this Exhibit.
- E. Check Scale**

The BLM will conduct check scales using the following standards.

Gross Scale. A variance of one and ½ percent (1.5%) in gross scale is the standard unless otherwise justified.

Net scale. The allowable variance is as follows:

Check scaler's percent defect in logs	Scalers allowable variance
0-10 percent	2 percent
over 10 percent	0.2 * percent defect to a maximum of 5 percent

Determinations as to volume of timber made by a BLM check scaler in conformance with the standards as set forth herein shall be final. When such checks show a variance in scale in excess of acceptable standards, in two or more consecutive check scales, an adjustment to the volume reported as scaled will be made by BLM. Such adjustments will be made based on the difference between available BLM check scales and the original scale during the period covered by the unsatisfactory check scales. Unless otherwise approved in writing by the Authorized Officer, the volume to which this difference will be applied will be 50 percent of the volume scaled between the last satisfactory check and the first unsatisfactory check, 100 percent of the volume scaled during the unsatisfactory check, and 50 percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.

F. Accountability

1. Purchaser shall notify the Authorized Officer seven (7) days prior to starting or stopping of hauling operations performed under the contract.
2. All logs will be painted and branded at the landing and accounted for in accordance with Section 42 of the contract. If Sale Area is within a State that maintains a log brand register, brands shall be registered with the State. Purchaser shall use assigned brand(s) exclusively on logs from this sale until the Authorized Officer releases the brand(s).
3. Each truck driver shall obtain a load receipt and a BLM scaler receipt from the Log Truck Ticket Book issued by the Authorized Officer and comply with the instructions specified on the cover of said book. All load tickets will be marked with the cutting area number using a permanent marker or as directed by the Authorized Officer. While products are in transit, the truck driver shall display the load receipt and BLM scaler receipt on the bunk or wing log at the front of the load on the driver's side. All logs on each load shall be delivered to the destination listed on the woods receipt. The BLM scaler receipt shall be surrendered at the location of BLM scaling, the unloading location, or as requested by BLM. A designated area shall be identified at the yard scaling location for logs arriving during off hours. Logs arriving during off hours shall be left on the truck or may be off loaded to the designated area.
4. The Purchaser shall not haul logs from the contract area on weekends; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's holidays; or outside the hours of 4 a.m. to 8 p.m. daily, unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan. (Refer to Section 42 of the contract).

5. The Purchaser shall furnish BLM a map showing the route which shall be used to haul logs from the timber sale area to the scaling location. Such route shall be the most direct haul route between the two points, unless another route is approved by BLM. The route of haul may be changed only with advance notice to and approval by BLM. The haul route map shall be attached to the Approved Logging Plan.
6. All loads will be scaled at locations listed on the Scaling Authorization as approved by the Authorized Officer. Purchaser shall notify the Authorized Officer three (3) days in advance to request additional scale site locations for approval on the Scaling Authorization.
7. Any removal of logs from loaded trucks before being accounted for and/or scaled as required by the contract shall be considered a willful trespass and render the Purchaser liable for damages under applicable law. Any payment made for purchase of such logs shall be deducted from amount due because of trespass.

G. Scaling Lost Products - The value of lost loads shall be equal to the highest value load for the month in which the lost load is hauled regardless of where the highest value load is scaled. If no loads have been scaled in that month, value will be determined from the closest month in which loads were scaled.

VI. Estimated Volumes and Values - The following volume estimates and calculations of value of timber sold are made solely as an administrative aid for determining payment amounts, when payments are due, the value of timber subject to any special bonding provisions, and other purposes specified in various portions of the contract. The cutting areas are shown on Exhibit A of the contract.

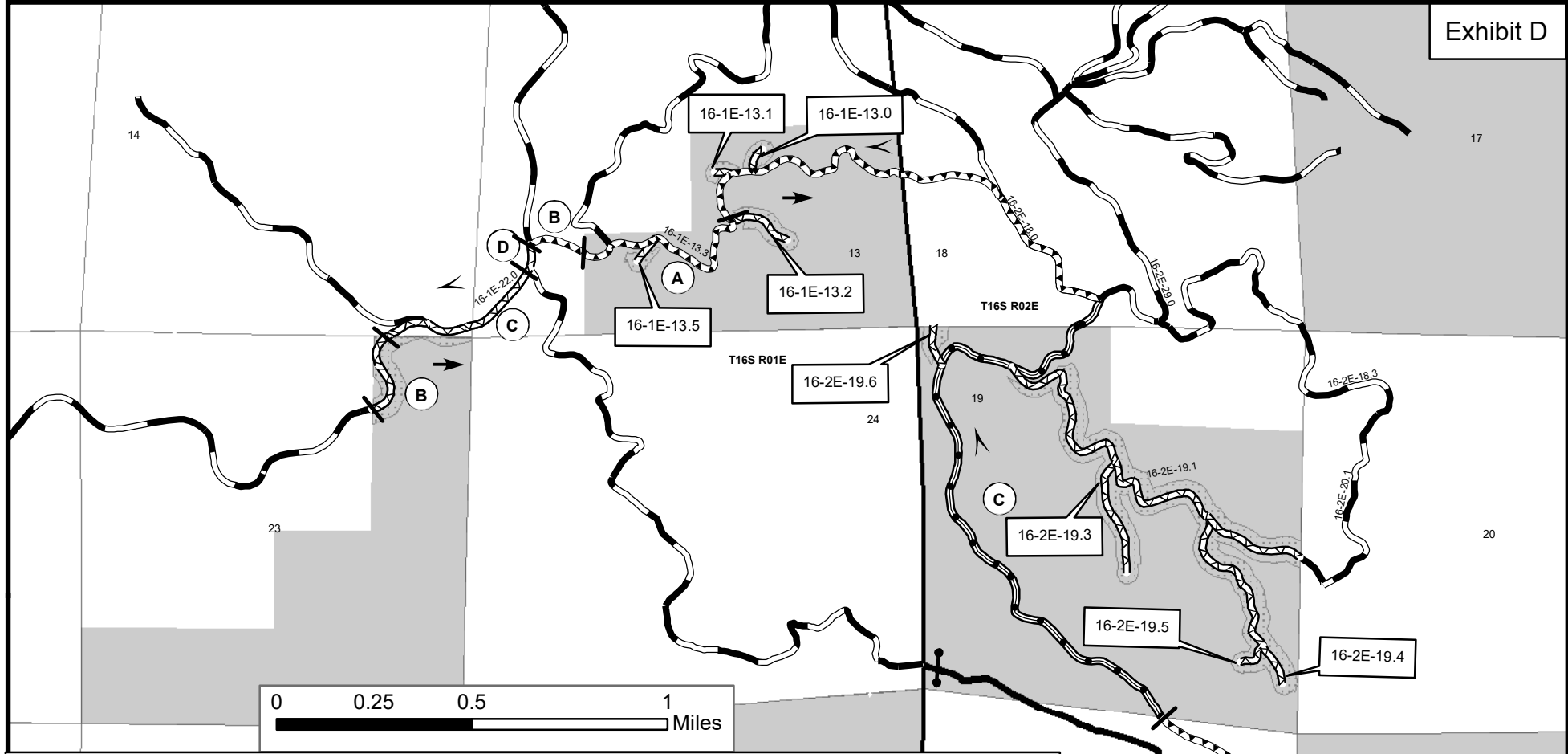
- A. Merchantable Timber Volume Removed from Contract Area** - The total volume of removed timber shall be determined using the Government's records of scaled volumes of timber skidded or yarded monthly, or a shorter period if agreed to by the Purchaser and Government, to loading points or removed from the contract area.
- B. Merchantable Timber Not Yet Removed from Contract Area** - The value of merchantable timber which has not been removed will be determined by multiplying the value per acre as shown below times the amount of acreage subject to the purpose of the value determination, as determined by the Authorized Officer:

**Total Estimated Purchase Price
And/or
Schedule of Volumes and Values for
Merchantable Timber Not Yet Removed from Contract Area**

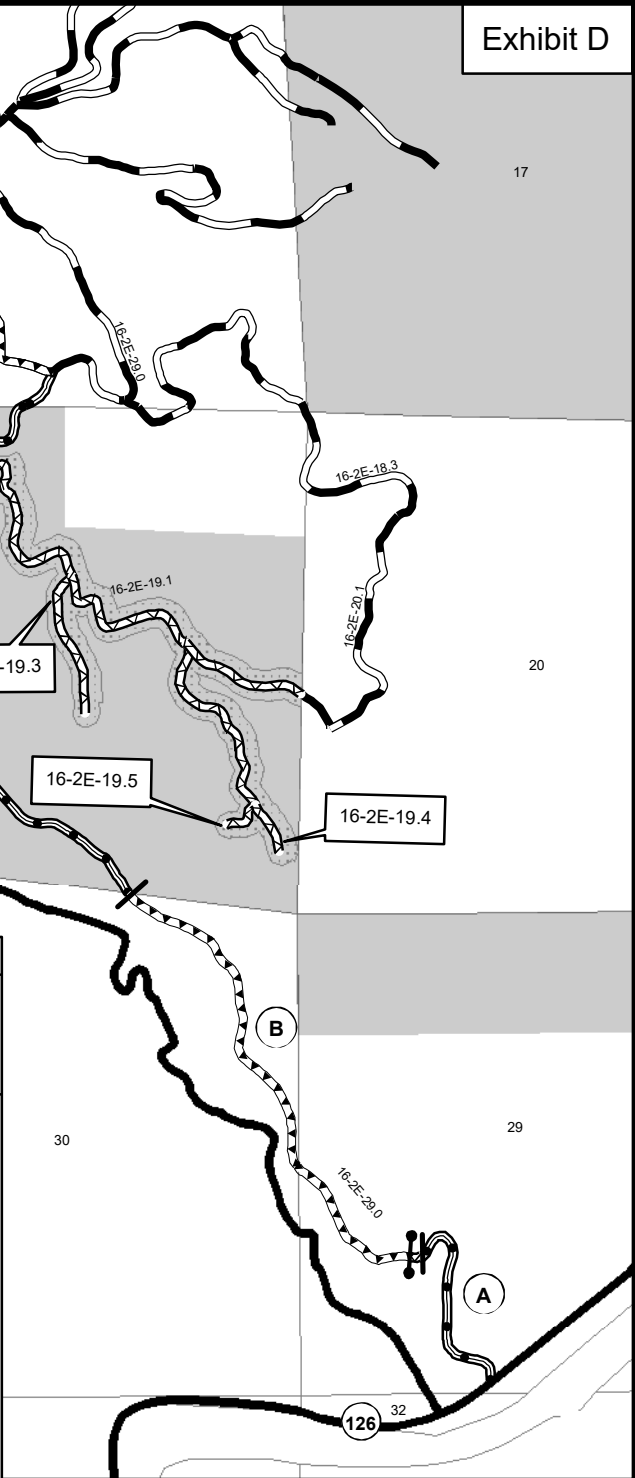
Cutting Area		Total Estimated Volume (MBF)		Total Estimated Purchase Price	
Cutting Area Number	Approximate Number of Acres	Volume per Acre	Total Volume	Value per Acre	Total Value
Roadside Hazard Removal	84	21.46	1803	\$5,095.62	\$428,032.20
Sale Total	84	21.46	1803	\$5,095.62	\$428,032.20

R. 1 E. R. 2 E.

T. 21 S.



<p>SALE NAME: <u>Finngel</u> CONTRACT NO.: <u>ORN05-TS21-541</u></p>	<p>United States Department of the Interior Bureau of Land Management Northwest Oregon District, Upper Willamette Field Office</p>
<p>Legend</p> <ul style="list-style-type: none"> BLM Maintenance Weyerhaeuser Maintenance Purchaser Maintenance Paved Rocked Road Harvest Area Gate-structure Timber Haul Route Mineral Haul Route <div style="text-align: center;"> <p>N</p> </div>	<p style="text-align: center;">Road Maintenance Map T. 16 S., R. 1 E., Sections 13, 14 & 23 T. 16 S., R. 2 E., Sections 18, 19, 29 & 30 Willamette Meridian, Lane County, Oregon</p> <p>Designed By: <u>S. McCauley</u> Drawn By: <u>S. McCauley</u> Date: <u>March 29, 2021</u></p> <p style="text-align: right;">Sheet 5 of 5</p>



removal of personal property. Any improvements remaining on Government lands and rights-of-way at the end of the period for removal, or any extension, shall become the property of Government. Any equipment or other personal property remaining on Government

land and rights-of-way at the end of this period may be removed at the expense of Purchaser and disposed of in accordance with applicable law.

Sec. 41. Timber Reserved from Cutting - The following timber on this contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government.

Contract No. ORN0

Parcel No.

THIS IS A SALE PROSPECTUS ONLY. ATTACHMENTS MAY NOT INCLUDE ALL EXHIBITS REFERRED TO IN THE CONTRACT PROVISIONS. THE COMPLETE CONTRACT, INCLUDING ALL EXHIBITS, IS AVAILABLE FOR INSPECTION AT THE NORTHWEST OREGON DISTRICT SPRINGFIELD INTERAGENCY OFFICE AT 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON.

SALE DATE:

Sec. 42. Special Provisions - Purchaser shall comply with the special provisions which are attached hereto and made a part hereof unless otherwise authorized, in writing, by the Contracting Officer.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day first above written.

If Individual or Partnership, sign here:

If Corporation, sign here:

(Name of Firm)

(Name of Corporation)

(Signature)

(Signature)

(Address)

(Title)

(Signature)

UNITED STATES OF AMERICA

By _____
(Signature)

(Address)

(Title)

(Signature)

(Date)

(Address)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(If Purchaser is a corporation, the following certificate must be executed by the Secretary or Assistant Secretary of the Corporation.)

I, _____, certify that I am the _____ Secretary of the corporation named as Purchaser herein; that _____, who signed the contract was then _____ of said corporation, that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signature: _____

SEC. 41 - Timber Reserved From Cutting and/or Removal

- (a) All timber on the Reserve Areas shown on Exhibit A, which is attached hereto and made a part hereof.
- (b) All timber in the Hazard Tree Removal Area shown on Exhibit A except those trees which would strike and/or slide into the road if they were to fall or break and are determined to be hazardous based on any of the following criteria:
 - (1) A fire-affected dead or dying tree with greater than 70% crown scorch. Crown scorch will be determined and calculated in accordance with the attached Exhibit S, which is attached hereto and made a part hereof.
 - (2) A fire-affected or green tree with severed or undermined roots.
 - (3) A fire-affected or green tree with visible cracks or rot.

If BLM determines that the Purchaser has felled trees that do not exhibit any of these criteria, BLM may require the Purchaser to pre-mark the Hazard Tree Removal Area and obtain approval of cutting areas prior to felling. The Hazard Tree Removal Area for this project is BLM land 200 feet uphill and 150 feet downhill of roads.

- (c) Hazard trees 40" or greater DBH and greater than 171 years old, determined by counting growth rings on stumps. Do not leave felled hazard trees above roads on slopes greater than 20% unless the tree is securely anchored behind multiple stumps and/or live trees, to not create a downslope hazard.
- (d) All trees marked with yellow paint above and below stump height. Such trees shall be felled toward the stream where safely possible and remain on site. Where necessary for safety or operational reasons, yellow painted trees may be moved within the unit as close to where felled as safely possible
- (e) In the Special Reserve Area shown on Exhibit A, portions of hazard trees which when felled lie within the Special Reserve Area. Any portion of felled trees lying outside the Special Reserve Area boundary shall be bucked at the boundary line and removed. The Special Reserve Area boundary line is posted and painted with green Boundary of Timber Reserve tags, white paint, and pink timber sale boundary flagging.

SEC. 42 - Special Provisions

- (a) Logging
 - (1) Before beginning operations on the contract area for the first time or after a shutdown of 14 or more days, the Purchaser shall notify the Authorized Officer in writing of the date he plans to begin operations. This written notification must be received by the Authorized Officer no less than 14 days prior to the date the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of 10 or more days.
 - (2) Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A pre-work conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan.
 - (3) Prior to felling trees within the Hazard Tree Removal Area shown on Exhibit A, the Purchaser shall require all timber cutters who will fall trees within the Hazard Tree Removal Area to meet on site with the Authorized Officer to review the hazard tree selection criteria stated in Section 41(b).
 - (4) No felling, yarding, or loading is permitted in or through the Reserve Area shown on Exhibit A.
 - (5) One-end suspension shall be required when skidding logs.
 - (6) In the Hazard Tree Removal Area, all hazard trees, except yellow-painted trees, shall be felled toward the road and away from Special Reserve Area, where feasible.

- (7) In the Special Operating Area all equipment shall remain on the roads. This restriction may be waived or modified (reduced or extended) based on relevant survey information.
- (8) No equipment is permitted in or through the Special Yarding Area shown on Exhibit A.
- (9) In the Special Reserve Area the following actions are prohibited:
 - (aa) Equipment entering
 - (bb) Skidding or dragging logs
 - (cc) Log decks
 - (dd) Slash piling
- (10) In the Hazard Tree Removal Area shown on Exhibit A, all hardwoods and non-merchantable trees more than 6 inches in diameter shall be felled concurrently with all other trees designated for cutting and decked on site or removed from the contract area.
- (11) The Purchaser shall provide warning signs and flaggers in accordance with Section 29 of this contract to control traffic in the contract area during active operations. Roads shall not be blocked by such operations for more than 20 minutes.
- (12) In-unit mechanized felling and ground based yarding shall occur between July 1 – October 15, or as approved by the Authorized Officer.
- (13) In the Hazard Tree Removal Area shown on Exhibit A, felling and yarding may be done with ground based equipment on slopes of 35% or less.
- (14) In the Hazard Tree Removal Area shown on Exhibit A, felling may be done with specialized ground based equipment (feller-processor or feller-buncher) on slopes up to 50%. The feller-processor or feller-buncher shall be approved by the Authorized Officer prior to the start of mechanized felling operations. Only purpose-built carriers with boom-mounted felling heads may be approved. Purpose-built carriers may be of the articulated, rubber-tired design, or the zero-clearance tail swing, leveling track-mounted design.
- (15) Before clearing any skid trail necessary for yarding, the Purchaser shall:
 - (aa) Space designated skid trails at a minimum of 150 feet apart unless approved by the Authorized Officer. Parallel settings are preferred if topography allows.
 - (bb) Skid trails shall be limited to the minimum width necessary for yarding of logs. The width of each skid trail shall not exceed 12 feet.
 - (cc) Place skid trails on the landscape to avoid disturbance to reserved trees, where feasible.
 - (dd) Provide a map of requested skid trail locations a minimum of seven (7) working days in advance of cutting to obtain approval of the locations from the Authorized Officer. Proposed skid trails shall remain free from felled trees until approved.
- (16) When removing hazard trees through the yarding wedge shown on Exhibit A, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. E-662 between the United States of America and Weyerhaeuser Company, in accordance with Section 42(b)(9).
- (17) 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 Authorized Officer 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 actual 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 harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail 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, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit A Map.

(b) Road Renovation, Use, and Maintenance

- (1) The Purchaser shall renovate Road Nos. 16-1E-13.0, -13.1, -13.2, 13.5, -22.0, 16-2E-19.1, -19.3, -19.4, -19.5, and -19.6 in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Exhibit C contains 17 sheets.
- (2) Prior to removal of any timber, except right-of-way timber, the required renovation of the haul route for that timber shall be completed as specified in Exhibit C. The required renovation of roads shall occur between June 1 and October 31, and are subject to dry conditions as determined by the Authorized Officer.
- (3) The Purchaser shall furnish and place 250 cubic yards of surface maintenance rock in accordance with Exhibit D, which is attached hereto and made part hereof. Exhibit D contains 5 sheets. Road reinforcement (rocking) and additional maintenance that may be required for wet weather haul shall be at the Purchaser’s expense.
- (4) BLM Maintenance: The Purchaser is authorized to use the roads listed below and shown on Exhibit D, which are under the jurisdiction of the Bureau of Land Management, for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C and D, provided that the Purchaser pay the required maintenance and/or rockwear obligations described in Section 42(b)(7) and Section 42(b)(8). The Purchaser shall pay current Bureau of Land Management maintenance and rockwear fees for the sale of additional timber under modification to the contract.

<u>Road No. and Segment</u>	<u>Length Miles Used</u>	<u>Road Ownership</u>	<u>Road Surface Type</u>
16-1E-13.3 Segs. A-B	0.66	BLM	Rock
16-2E-18	1.40	BLM	Rock
16-2E-29 Seg. B por.	0.85	BLM	Rock
16-2E-29 Seg B por.	0.22	BLM	BST

- (5) Purchaser Maintenance: The Purchaser is authorized to use the roads listed below and shown on Exhibit D which are under the jurisdiction of of the Bureau of Land Management, and/or Weyerhaeuser Company, for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibits C and D, provided that the Purchaser comply with the conditions set forth in Section 42(b)(6) and Section 42(b)(9) and pay the required rockwear obligation described in Section 42(b)(8). The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification to the contract

<u>Road No. and Segment</u>	<u>Length Miles Used</u>	<u>Road Ownership</u>	<u>Road Surface Type</u>
16-1E-13	0.06	BLM	Rock
16-1E-13.1	0.05	BLM	Rock
16-1E-13.2	0.16	BLM	Rock
16-1E-13.5	0.08	BLM	Rock
16-1E-22 Segs. B-D	0.72	WY	Rock
16-2E-19.1	1.06	BLM	Rock
16-2E-19.3	0.29	BLM	Rock
16-2E-19.4	0.48	BLM	Rock
16-2E-19.5	0.08	BLM	Rock
16-2E-19.6	0.10	BLM	Rock

- (6) The Purchaser shall perform any required road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications", of this contract.
- (7) The Purchaser shall pay the Government a road maintenance obligation in the amount of Two Thousand Nine Hundred Eighty-Four and 00/100 dollars (\$2,984.00) for the transportation of timber included in the contract price over roads listed in Section 42(b)(4).

The above road maintenance amount is for the use of 3.13 miles of road or less. Unless the total amount is paid prior to commencement of operations on the contract area, payments shall be made in installments of not less than One Thousand and 00/100 dollars (\$1,000.00); payable in the same manner as and together with payments required in Sec. 3 of this contract.

- (8) The Purchaser shall pay to the Government a road maintenance obligation for rockwear in the amount of Two Thousand Five Hundred Fifty-one and 84/100 dollars (\$2,551.84) for the transportation of timber included in the contract price over the roads listed in Section 42(b)(4) and Section 42(b)(5).

The rockwear fee shown above shall be paid prior to removal of any timber from the contract area; provided, however, that if the total of such amount exceeds One Thousand and 00/100 dollars (\$1,000.00), the Purchaser may elect to make the payment in installments in the same manner as and together with payments required in Section 3 of this contract.

- (9) In the use of Road No. 16-2E-29 Segments A and C (portion), and the renovation, use, and maintenance of Road No. 16-1E-22 Segs. B-D, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. E-662 between the United States of America and Weyerhaeuser Company. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed License Agreement. Default by the Purchaser of said Right-of-Way and Road Use Agreement, or any License Agreement executed pursuant thereto, 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. Said agreement is available for inspection at the Bureau of Land Management, Springfield Interagency Office, 3106 Pierce Parkway Suite E, Springfield, Oregon. Such conditions include but are not limited to the following actions by the Purchaser:
 - (aa) Obtain a license agreement from Weyerhaeuser Company. The license agreement, bond and insurance certificate shall be delivered to Weyerhaeuser Company at least 15 days prior to use of company roads.
 - (bb) Furnish a performance bond in the amount of Ten Thousand and 00/100 dollars (\$10,000.00).
 - (cc) Maintain comprehensive liability insurance covering all operations, including vehicles, in amounts not less than One Million and 00/100 dollars (\$1,000,000.00) bodily injury for injury to any one person, One Million and 00/100 dollars (\$1,000,000.00) for any one occurrence, and One Million and 00/100 dollars (\$1,000,000.00) property damage for any one occurrence.
 - (dd) Pay a lump sum road use fee of Six Thousand Thirty-nine and 00/100 dollars (\$6,039.00) prior to log hauling.
 - (ee) Pay maintenance fees monthly, for volume hauled the previous month, at the rate per M bd. ft. equal to the appropriate BLM fee current at the time of hauling or, at Weyerhaeuser's option, the Purchaser shall perform maintenance and pay monthly the appropriate rockwear fees as detailed in the License Agreement. Such payment to be accompanied by a report of volume hauled as a proration of the volume set forth in Exhibit B of this contract. Total maintenance and rockwear fees payable shall be the product of the applicable rates and the estimated volume set forth in said Exhibit B and additional volume as sold by contract modification.
 - (ff) The Purchaser shall maintain Road No. 16-1E-22.0 Segs B – D in accordance with Section 42(b)(5).

- (10) In the use of Road No. 16-2E-29 Seg B,. the Purchaser shall comply with the conditions of Access Road Easement RE-E 74, between the United States of America and Clara Gravos; Access Road Easement RE-E-75, between the United States of America and Iver and Roberta Gravos; and Access Road Easement RE-E-79 between the United States of America and Beyerlin et al, and Jones et al. Said easements are available for inspection at the Bureau of Land Management, Springfield Interagency Office, 3106 Pierce Parkway Suite E, Springfield, Oregon. Such conditions include but are not limited to the following actions by the Purchaser:
- (aa) Maintain comprehensive liability insurance covering all operations, including vehicles, in amounts not less than One Million and 00/100 dollars (\$1,000,000.00) bodily injury for injury to any one person, One Million and 00/100 dollars (\$1,000,000.00) for any one occurrence, and One Million and 00/100 dollars (\$1,000,000.00) property damage for any one occurrence.
 - (bb) Provide Proof of Insurance to Giustina Resources prior to commencement of work.
- (11) With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users on roads included in Section 42(b)(5)of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. Prior to hauling, the Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on these roads.
- (12) The Purchaser also agrees that if he elects to use any 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, he shall request and agree to the modification of this contract to provide for such use.

(c) Environmental Protection

- (1) The Purchaser shall be required to clean logging, piling, road, and decommissioning equipment to remove dirt and plant debris that may contain noxious weed seeds from the undercarriage, tracks and tire treads prior to entry on BLM. The Authorized Officer shall require inspection of equipment to see that it was cleaned prior to arrival on site.
- (2) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall apply native seed and certified weed-free mulch to cut and fill slopes and ditch lines with the potential for sediment delivery to wetlands, Riparian Reserves, floodplains, and waters of the State, as determined by the Authorized Officer. The BLM will provide native seed and mulch as needed.
- (3) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall, upon completion of hauling, and yarding, complete skid trail measures. Skid trail decommissioning shall be completed during the dry season, typically between June 1 and October 31, as determined by the Authorized Officer.
- (aa) Purchaser shall decompact skid trails to a depth of 18 inches with decompaction equipment such as a track mounted excavator with ripping teeth and an opposable thumb. Minimize damage to residual tree roots. The Purchaser shall decompact the entire trail prism. Slash and debris shall be pulled on top of the decompact surface as directed by the Authorized Officer. If equipment other than an excavator is used, it shall be approved by the Authorized Officer. It shall also be capable of decompacting to the required depth and provide lateral shatter of compacted layer.
 - (bb) Construct drainage dips, waterbars and/or lead-off ditches as directed by the Authorized Officer. Waterbars and drainage dips shall be constructed in accordance with the specifications shown on Exhibit H.
 - (cc) Purchaser shall block skid trails with root wads, logs and/or slash as directed by the Authorized Officer.
- (4) The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:
- (aa) 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;

- (bb) When, in order to comply with the Endangered Species Act, or to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (cc) 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;
- (dd) 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;
- (ee) When, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (ff) When, in order to comply with a stay or other remedy issued by the Interior Board of Land Appeals (IBLA) the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (gg) Species have been discovered which were identified for protection in accordance with management direction established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
- (hh) When, in order to protect species which were identified for protection in accordance with management direction established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

In the event of a suspension period or a combination of suspension periods that exceed a total of 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(j) of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

In the event of a suspension period or a combination of suspension periods that exceed a total of 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, court-ordered injunctions, or an IBLA issued stay or remedy, 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 modify the contract or terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, prevent incidental take of northern spotted owls in accordance with the ROD and RMP, protect species that have been discovered which were identified for protection in accordance with management direction established in the ROD and RMP, or comply with a court order or an IBLA issued stay or remedy. 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, if able to proceed without causing incidental take of northern spotted owls in accordance with the ROD and RMP, if consistent with species protection in accordance with management direction established in the ROD and RMP, or if consistent with a court order or an IBLA issued stay or remedy.

In the event the contract is modified or 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.

(d) Fire Prevention

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

(e) Logging Residue Reduction

- (1) In addition to the requirements of Sections 15 and 26 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following logging residue reduction and/or site preparation measures required by this contract: Perform logging residue reduction and site preparation work on approximately Seventeen (17) acres of Hazard Tree Removal Area. Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of purchaser's operations under the terms of this contract.
 - (aa) Prior to commencement of any logging residue reduction and/or site preparation, a pre-work conference between the Purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All logging residue reduction and/or site preparation shall be done in accordance with the plans developed at the pre-work conference.
 - (bb) Pile and cover landing slash and slash within twenty-five (25) feet of all roads within or adjacent to the harvest units. All tops, broken pieces, limbs and debris more than two (2)

inches in diameter at the large end and longer than three (3) feet in length shall be piled within fifteen (15) days of completion of hauling logs from that landing. Landing piles shall be kept free of dirt and located at least twenty (20) feet from any reserve tree and/or as directed by the Authorized Officer.

- (1) All logs greater than six (6) inches in diameter at the large end and longer than eight (8) feet in length shall be decked or windrowed at the location designated by the Authorized Officer, except logs sold and removed from the contract area.
 - (2) Upon completion of landing and roadside piling, the Purchaser shall prepare the piles for burning by securely covering each pile with black four (4) Mil polyethylene plastic. Landing and roadside piles shall be at least seventy-five (75) percent covered with the covering extending three-quarters of the way down all sides, minimum plastic size of 10' x 10'. There should be an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels. Plastic shall be held in place with woody debris and tied with combustible cord. The plastic must be secured so that it is held in place during strong wind conditions and maintains coverage for at least one year. The Purchaser is required to furnish the covering materials. The timing of this covering work shall be in accordance with instructions from the Authorized Officer. If the structure of the landing piles will not permit adequate consumption of piled debris by burning, the Purchaser shall re-pile them at the direction of the Authorized Officer.
- (2) Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop-up assistance as required herein and measures required in Section 42(e). In accordance with written instruction to be issued by the Authorized Officer at least 10 days in advance of the earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or designated representative, assist in preparing units for burning, burning, mop-up, and patrol by furnishing, at the Purchaser's own expense, the services of personnel and equipment on harvest area as shown below:
- (aa) For Igniting, Holding, and Mop-Up of Piles:
- (1) One (1) work leader (Firefighter Type 1 (FFT1)) to supervise crew and equipment operations, and to serve as Purchaser's representative.
 - (2) Two (2) person crew (Firefighter Type 2 (FFT2)).
 - (3) Sufficient fuel for burning, five (5) drip torches or propane burners, one (1) power saw, and one (1) backpack pump, one (1) tool for each crew member.
 - (4) Radios capable of inter-crew communications and communication with a BLM representative at a ratio of one (1) radio per every five (5) crew members.
 - (5) All ignition, holding, and mop-up personnel will be directly supervised by a BLM representative.

Aircraft and pilots used for Logging Residue Reduction or the suppression of escaped fires from Logging Residue Reduction operations, shall be acquired from a list of aircraft and pilots approved (i.e., carded for these specific activities) by the Office of Aircraft Services or the U.S. Forest Service. This list is available from BLM District Offices upon request.

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 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.

Except as provided hereafter for fire escapement, the Purchaser shall continue the required assistance in mop up on each cutting unit shown on Exhibit A for seventy-two (72) hours, as directed by the Authorized Officer within a five (5) day period commencing at 8:00 a.m. the day following the completion of ignition in that unit, or until released from such service by the Government, whichever occurs first.

In event of a fire escapement, the Purchaser's personnel and equipment shall, under supervision of the Authorized Officer, take action to control and mop up the escaped fire until released from such service by the Government. If it becomes necessary to use furnished personnel and equipment for the suppression of a fire which escapes from the prescribed fire area for a period beyond the remainder of the day in which the fire escapes, 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 situations where an escaped fire is controlled and contained by an adequate fire break (i.e., trail, road, stream, rock formation, etc.), the Government may permit the Purchaser to remove personnel for that day; provided that all mop up work on the escaped fire is included with mop up work on the prescribed fire area. In such an event, the Purchaser must sign a statement of agreement to complete mop up work on all escaped fire areas concurrently with mop up work on the prescribed fire area.

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 personnel and equipment to accomplish the planned burn, the Purchaser also shall be responsible for such additional costs.

(f) Log Export and Substitution

- (1) All timber sold to the Purchaser under the terms of this contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as saw logs, 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 round wood not processed to standards and specifications suitable for end-product uses; or (4) western red cedar lumber that does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timber, regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp, and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (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:

- (aa) Date of last export sale.

- (bb) Volume of timber contained in last export sale.
 - (cc) Volume of timber exported in the past twenty-four (24) months from the date of last export sale.
 - (dd) Volume of Federal timber purchased in the past twenty-four (24) months from the date of last export sale.
 - (ee) Volume of timber exported in succeeding twenty-four (24) months from date of last export sale.
 - (ff) Volume of Federal timber purchased in succeeding twenty-four (24) months from date of last export sale.
- (2) In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a Form 5460-16 (Certificate as to Nonsubstitution and the Domestic Processing of Timber). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

In the event an affiliate of the Purchaser has exported private timber within twenty-four (24) months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in a form specified by the Authorized Officer and furnish the information to the Authorized Officer.

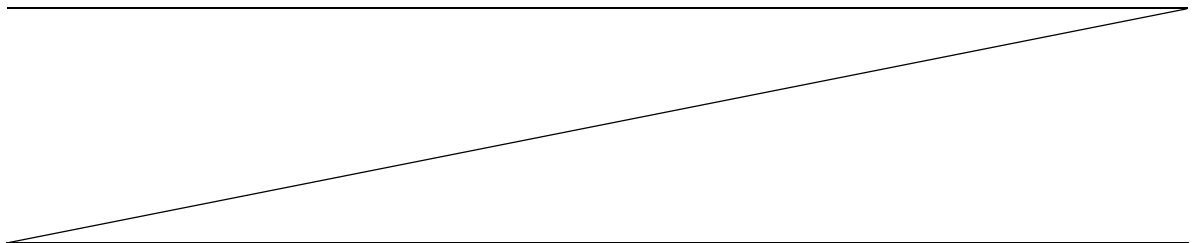
Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer Form 5460-15 (Log Scale and Disposition of Timber Removed Report) that shall be executed by the Purchaser. In addition, the Purchaser is required under the terms of this contract to retain for a three-year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

Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs with a scaling diameter (small end inside bark) of over 10 inches, prior to the removal of timber from the contract area. All loads of 11 logs or more will have a minimum of 10 logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs shall be branded on loads of 10 logs or less. One end of all branded logs to be processed domestically shall be marked with a 3 square inch spot of highway Yellow paint. The Purchaser will stop trucks for accountability monitoring at mutually agreed upon location when notified by the Authorized Officer.

If multiple trailers (mule trains) are used, each bunked load shall be considered an individual load, and these guidelines will apply to each bunked load. If a flatbed stake trailer is used, each bundle will be treated as a separate load.

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

In the event of the Purchaser's noncompliance with this subsection of the contract, the Authorized Officer may take appropriate action as set forth in Section 10 of this contract. In addition, the Purchaser may be declared ineligible to receive future awards of Government timber for a period of one year.





**United States
Department of the Interior
Bureau of Land Management**

Timber Appraisal

Sale Name: Finngel	Sale Date: Thursday, April 22, 2021
BLM District: NW Oregon DO	Unit of Measure: 16' MBF
Contract #: ORN05-TS-2021.0541	Contract Term: 3 months
Sale Type: Advertised	Contract Mechanism: 5450-4 Sale of Timber - Scale Sale

Content

Timber Appraisal Summary
Stumpage Summary
Unit Summary
Stump to Truck
Transportation
Engineering Allowances
Other Allowances

Prepared By: Cranmer, Kyle M - 3/29/2021

Approved By: Teigland, Kevin O - 3/29/2021

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Lane	16S	1E	13	SE1/4SW1/4, W1/2SE1/4	Willamette
O&C	Lane	16S	1E	23	NE1/4NE1/4	Willamette
O&C	Lane	16S	2E	19	Lots 9-13, 18-20, 22	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	1,803.0	2,072.0	2,175.0	9,979	2,068	1,908
Totals	1,803.0	2,072.0	2,175.0	9,979	2,068	1,908

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
84.0	0.0	0.0	84.0	21.5

Logging Costs

Stump to Truck	\$332,141.60
Transportation	\$98,420.00
Road Construction	\$6,453.87
Maintenance/Rockwear	\$24,170.71
Road Use	\$6,039.00
Other Allowances	\$21,086.00
Total:	\$488,311.18
Total Logging Cost per MBF:	\$270.83

Utilization Centers

<u>Location</u>	<u>Distance</u>	<u>% of Net Volume</u>
Eugene/Springfield	50.0 miles	100 %

Profit & Risk

Profit	8 %
Risk	5 %
Total Profit & Risk	13 %

Tract Features

Quadratic Mean DBH	24.9 in
Average GM Log	208 bf
Average Volume per Acre	21.5 mbf
Recovery	83 %
<u>Net MBF volume:</u>	
Green	1,803.0 mbf
Salvage	0 mbf
Export	0 mbf
<u>Ground Base Logging:</u>	
Percent of Sale Volume	100 %
Average Yarding Slope	35 %
Average Yarding Distance	50 ft
<u>Cable Logging:</u>	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft
<u>Aerial Logging:</u>	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

Cruise

Cruise Completed	March 2021
Cruised By	K. Cranmer, B. Dotson
Cruise Method	

The timber volume for Douglas-fir in the Hazard Tree Removal Area was based on a variable plot cruise for estimating board foot volume. Plots were measured using a 40 basal area factor for a total of 64 plots. A map showing the location and description of the sample trees is available at the Northwest Oregon District's Springfield Interagency Office. With respect to merchantable Douglas-fir (sample) trees: The average tree is 24.9" DBHOB; the average log contains 208 bd. ft.; the total gross merchantable volume is approximately 2,072 MBF; and 83% recovery is expected.

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	1,908	1,803.0	\$584.19	\$75.94	\$270.83	\$0.00	\$237.40	\$428,032.20
Totals	1,908	1,803.0						\$428,032.20

Percent of Volume By Log Grade

Species	No. 1 & 2 Peeler	No. 3 Peeler	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Douglas Fir				80.0 %	20.0 %		

Unit: Salvage

Net Volume/Acre: 21.5 MBF

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	1,803.0	2,072.0	2,175.0	1,908
Totals:	1,803.0	2,072.0	2,175.0	1,908

Regeneration Harvest	84.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	84.0

Total Stump To Truck	Net Volume	\$/MBF
\$332,141.60	1,803.0	\$184.22

Stump to Truck: Falling, Bucking, Yarding, & Loading

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Shovel	GM MBF	2,072.0	\$160.30	\$332,141.60	4 lds/day, 5000/lid, Roadside Logging, 2 shovels, skidder
Subtotal				\$332,141.60	

Additional Costs

Item	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Subtotal				\$0.00	

Additional Moves

Equipment	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Subtotal				\$0.00	

Total	Net Volume	\$/MBF
\$98,420.00	1,803.0	\$54.59

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Eugene/Springfield	50.0	Haul Route	GM MBF	2,072.0	\$47.50	\$98,420.00	100 %

Comments:

\$95/hour x 2.5 hours = \$237.50 divided by 5 mbf/load = \$47.50/GM mbf

Engineering Allowances

Total	Net Volume	\$/MBF
\$36,663.58	1,803.0	\$20.33

Cost Item	Total Cost
Road Construction:	\$6,453.87
Road Maintenance/Rockwear:	\$24,170.71
Road Use Fees:	\$6,039.00

Comments:

Road Construction see Ex C
 RoadMaint/Rockwear see Ex D
 Road Use Fees see Ex D

Total	Net Volume	\$/MBF
\$21,086.00	1,803.0	\$11.69

Environmental Protection

Cost item	Total Cost
CWD Trees (Cutting & Leaving)	\$3,776.00
Equipment Washing	\$400.00
Seed/Mulch Roadside	\$1,400.00
Skid trail/ landing Decomm/Ditch Cleaning	\$3,160.00
Subtotal	\$8,736.00

Logging

Cost item	Total Cost
Flaggers	\$3,000.00
Subtotal	\$3,000.00

Slash Disposal & Site Prep

Cost item	Total Cost
Fuels Disposal	\$9,350.00
Subtotal	\$9,350.00

Comments:

SD- See Ex. F, Fuels Appraisal Sheet
 Equipment Washing is flat rate \$400/sale
 CWD Trees - 118 trees total and \$32.00 flat rate per tree
 Skid Rd Decomm see appraisal sheet
 See Flaggers Appraisal Sheet
 Seed/Mulch - 1 laborer @\$280/day x 5 days = \$1400.00