



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

May 29, 2024

Parcel No. 2
Contract No. ORN03-TS-2024.0367
Siuslaw Field Office

King Congdon

TIMBER SALE NOTICE

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9, attached. Written and oral bids will be received by the District Manager, or his representative, at the **NORTHWEST OREGON DISTRICT'S SPRINGFIELD INTERAGENCY OFFICE, 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON**. The timber sale will commence at 10:00 a.m. on Thursday, **June 27, 2024**.

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 oral bidding for each tract.

THE SUCCESSFUL BIDDER, as a condition of award, will be required to complete and/or sign the following forms:

1. Form 5430-11, a certification that the bid was arrived at by the bidder or offerer independently, and was tendered without collusion with any other bidder or offerer.
2. Form 5450-17, Export Determination.

PRE-AWARD QUALIFICATIONS. The high bidder may be required to furnish information to determine the ability to perform the obligations of the contract. If the high bidder is determined not qualified, not responsible or refuses to respond within 15 days of a request for information pertaining to qualifications, the contract may be offered and awarded for the amount of the high bid to the highest of the bidders who is qualified, responsible, and willing to accept the contract.

A PERFORMANCE BOND in an amount not less than 20 percent of the total purchase price will be required for all contracts of \$2,500 or more, 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 \$2,500.

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.

SPECIAL PROVISIONS. A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to: (1) Comply with the Endangered Species Act or to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), or; (2) Comply with a stay or remedy issued by the Interior Board of Land Appeals or a court order, or; (3) Protect species which were identified for protection in accordance with management direction established in the ROD and RMP.

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) 683-6776.

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 the Springfield Interagency Office at (541) 683-6600.

Attachments:

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

NORTHWEST OREGON DISTRICT		TIMBER SALE NOTICE		PARCEL NO.: 2	
SIUSLAW FIELD OFFICE				SALE DATE: June 27, 2024	
		SCALE SALE			
		EUGENE MASTER UNIT			
Contract No.: ORN03-TS-2024.0367		King Congdon			
Lane County, Oregon: O&C Oral Auction		Bid Deposit Required: \$322,700.00			
All timber designated for cutting on		Lot 13 <u>Section 7</u> ; SW $\frac{1}{4}$ SW $\frac{1}{4}$ <u>Section 8</u> ; Lots 1-4, 7, 8, NW $\frac{1}{4}$ SW $\frac{1}{4}$ <u>Section 17</u> ; NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ <u>Section 18</u> ; Lots 4, 5, 8, 9, 11, 12, SE $\frac{1}{4}$ SW $\frac{1}{4}$ <u>Section 19</u> ; All <u>Section 20</u> ; Lots 1-5, 7, 8, NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, <u>Section 21</u> ; Lot 1-3 <u>Section 29</u> , T. 15 S., R. 7 W., Will. Mer.			
Estimated Volume 32' Log (MBF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Appraised Price	
12,983	Douglas-fir	14,975	\$ 210.20	\$ 3,147,745.00	
1,539	Western hemlock	1,822	\$ 43.30*	\$ 78,892.60	
14,522	TOTALS	16,797		\$ 3,226,637.60	
			Per Ton		
Clean Chips	Douglas-fir		\$ 5.00	\$ 5.00	
	GRAND TOTAL			\$ 3,226,642.60	
*=10% of Pond Value					

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: Volume for all Douglas-fir and western hemlock in the Partial Harvest Areas was variable plot cruised. Plot data is then used to calculate v-bar and basal area per acre using the National Cruise Processing Program. The basal area was determined with a Relaskop using a 20 BAF. This sale contains a total of 288 plots. 213 sample trees were randomly selected on these plots to determine v-bar.

All conifer (except pink painted trees on Spurs G and L) in the right-of-ways have been cruised using the 3P system to select sample trees. The sample trees have been cruised and the volume computed using the National Cruise Processing Program for estimating volume in 16-foot lengths and the volume expanded to a total right-of-way volume.

A map showing the location and description of these sample trees is available at the Northwest Oregon District, Springfield Interagency Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 13.2" DBHOB; the average log contains 45bd. ft.; the total gross merchantable volume is approximately 15,525 MBF; and 96% recovery is expected.

CUTTING AREA: Four (4) areas totaling approximately 620 acres must be partial harvested and approximately 19.9 acres of right-of-way must be clear cut.

ACCESS: Access to the sale is provided by:

1. A public road;
2. BLM existing roads;
3. BLM roads to be constructed;
4. Roads covered by a MOA BLM-OR930-3192-2 between the Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians (CTCLUSI) and the United States. In the renovation and use of CTCLUSI roads, the Purchaser shall enter into a license agreement with CTCLUSI. The license agreement shall be delivered to CTCLUSI 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 BLM a road maintenance fee of \$72,818.19 and a rockwear fee of \$48,279.02. The Purchaser shall pay CTCLUSI a road maintenance fee of \$5,619.46. See Exhibit D map for specification of road maintenance responsibility. Only the map pages of Exhibit D are included in the Prospectus. Refer to the contract file for the full Exhibit D.

In addition to the quantities shown below, 4,000 cubic yards (truck measure) of maintenance rock (2,000 CY of 3" minus and 2,000 CY of 1.5" minus) 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.

ROAD CONSTRUCTION:

Spurs B, C, H, I, J, K, L & Road No. 15-7-20.71

Length: 32.12 Stations

Class: SN-14

Special Requirements in Road Construction: Operations limited to periods of dry weather.

ROAD RENOVATION:

Spurs A, D, E, G & Road Nos. 15-7-16.5, -17, -17.1, -17.2, -17.3, -17.4, -18.1, -19, -20-1, -20.2, -20.3, -20.4, -20.71, -21, -21.1, -21.3, -21.6, -35

Length: 676.23 Stations

Class: SN-14 / SN-16 / SN-20

Special Requirements in Road Renovation: Operations may be limited to periods of dry weather.

ROAD IMPROVEMENT:

Spur F & Road No. 15-7-20.71

Length: 17.07 Stations

Class: SN-14

Special Requirements in Road Improvement: Operations may limited to periods of dry weather.

Culverts

<u>Diameter:</u>	<u>Length:</u>	<u>Number:</u>
18"	400'	13
36"	90'	3

Suggested Rock Source: BLM, Prairie Mtn. Quarry: T. 15 S., R. 7 W., Sec. 18

Estimated Rock Quantities (CY truck measure)

<u>3/4" minus</u>	<u>1-1/2" minus</u>	<u>3" minus</u>	<u>6" minus</u>
635	5,974	10,420	4,437

Total Estimated Exhibit C Road Costs (construction, renovation, and improvement): \$608,658.83

ROAD DECOMMISSIONING:

Spurs B, C, D, F, G, H, I, J, K, L; Road Nos. 15-7-17.2, -17.3, -18.1, -20.4, -20.71, -21.1, -29.2

Decompact: 23.68 stations Blocks: 12 Culvert Removals: 4

Estimated Cost of Decommissioning: \$11,807.89

Special Requirements in Road Decommissioning: Operations limited to periods of dry weather. Stream crossing culvert removals shall be completed within the "in stream work window", July 1 - September 15 (both days inclusive).

DURATION OF CONTRACT: Duration of the contract will be 48 months for cutting and removal of timber.

SPECIAL PROVISIONS: The contract will contain special provisions regarding road construction, road renovation, road improvement, road maintenance, logging methods, prevention of erosion, creation of snags, logging residue reduction, and submission of a written logging plan specifying logging methods and logging schedule.

Under Sec. 26 of the timber sale contract, ground based logging will be prohibited during periods of high soil moisture. This will normally limit ground based logging to July, August and September.

It is estimated that approximately 2,687 MBF of additional timber, such as corridor and guyline trees, may be removed under the contract, but it is not included in the advertised sale volume, nor is it included in the timber sale appraisal.

OTHER SPECIAL REQUIREMENTS:

- Upon completion of yarding, select and girdle 6,560 trees (1,312 high girdle and 5,248 low girdle) as described in Exhibit W. 1,312 low girdle snags may be operationally created. Within the Snag Thin Areas and Partial Harvest Areas requiring Snag Created Openings shown on Exhibit W, down orange painted reserve trees resulting from the post cruise ice storm and subsequent snowstorm may be credited toward the number of low girdle trees required in Exhibit W. Storm damaged trees meeting the specifications for high girdle described in Exhibit W may be credited to the high girdle requirement with approval of the Authorized Officer. The Purchaser shall be responsible for marking, tallying and submitting snag creation totals for consideration.
- No yarding or hauling shall be conducted on natural surfaced roads during periods of wet weather as determined by the Authorized Officer.
- Yarding shall be done with a carriage equipped skyline capable of yarding 1,500 feet slope distance in the Partial Harvest Areas on slopes greater than 35%.
- With the exception of hauling, daily operations within the Special Operating Area shall not be permitted from April 1 through August 5 of each year, both days inclusive; and shall not begin until 2 hours after sunrise and shall cease 2 hours prior to sunset from August 6 through September 15 of each year, both days inclusive.
- In the Special Holding Areas, obtain approval from the Authorized Officer prior to attaching logging equipment to any tree.
- Trees 40" or greater diameter are reserved. Trees 40" DBH or greater which are felled shall be retained on site.
- Seven (7) trees marked with yellow paint shall not be felled or damaged during logging operations.
- Right of Way trees marked with a band of **pink paint on Spurs L and G** shall be retained on site.
- Rock Spurs A, B, C, D, E, F, G, H, I, J, K; and Road Nos. 15-7-16.5, -17, -17.1, -17.2, -17.4, -20.1, -20.2, -20.3, -20.4, -20.71, -21, -21.1, -21.3, -21.6 for wet weather haul.
- Stream crossing culvert replacements and/or removals shall be completed within the "in stream work window", July 1 - September 15 (both days inclusive).
- Clean equipment prior to arrival on BLM-managed lands.
- Upon completion of hauling, all decommissioning shall be completed during the dry season and as directed by the Authorized Officer. Decommissioning measures may include:
 - Decompact and/or block skid trails and natural surfaced roads with decompaction equipment, such as a track mounted excavator with a thumb.
 - Construct drainage dips, waterbars, and/or lead-off ditches.
 - Block at entry points using earthen barricades as directed by the Authorized Officer.
 - Culvert removal.
- Sec. 44(e) contains explicit instruction on requirements for equipment and personnel involved in pile burning.
- **Quarry operations** including drilling, blasting, crushing, loading, and hauling, shall be completed at Prairie Mountain Quarry in T.15 S. R. 7 W., Sec 18.
 - Blasting operations shall not be permitted from February 15 – November 15, both days inclusive.
 - Crushing and Screening operations shall not be permitted from March 1- August 5, both days inclusive. From August 6 – September 15, both days inclusive, operations shall not begin until 2 hours after sunrise and shall cease 2 hours prior to sunset.

OPTIONAL CONTRIBUTION: The Purchaser **will not** have the option of making a buyout security deposit in lieu of performing the slash disposal requirements of this contract.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA.

To Access Partial Harvest Area 3: From Low Pass, drive 4 miles west on Highway 36. Head north onto Horton Road (Cnty. Rd. 3640) and travel for 4 miles. Turn west on Rd. No. 15-7-34.1 (Congdon Creek Road) and follow the signs to the Timber Sale Area.

To Access Partial Harvest Areas 1, 2 and 4: From the junction of Horton Road and Rd. Nos. 15-7-34.1 and 15-7-35 turn northeast on Rd. No. 15-7-35 (Lake Creek Road) and travel approximately 2 miles. At Horton Pond continue north on Rd. No. 15-7-35 and follow the signs to the Timber Sale Area.

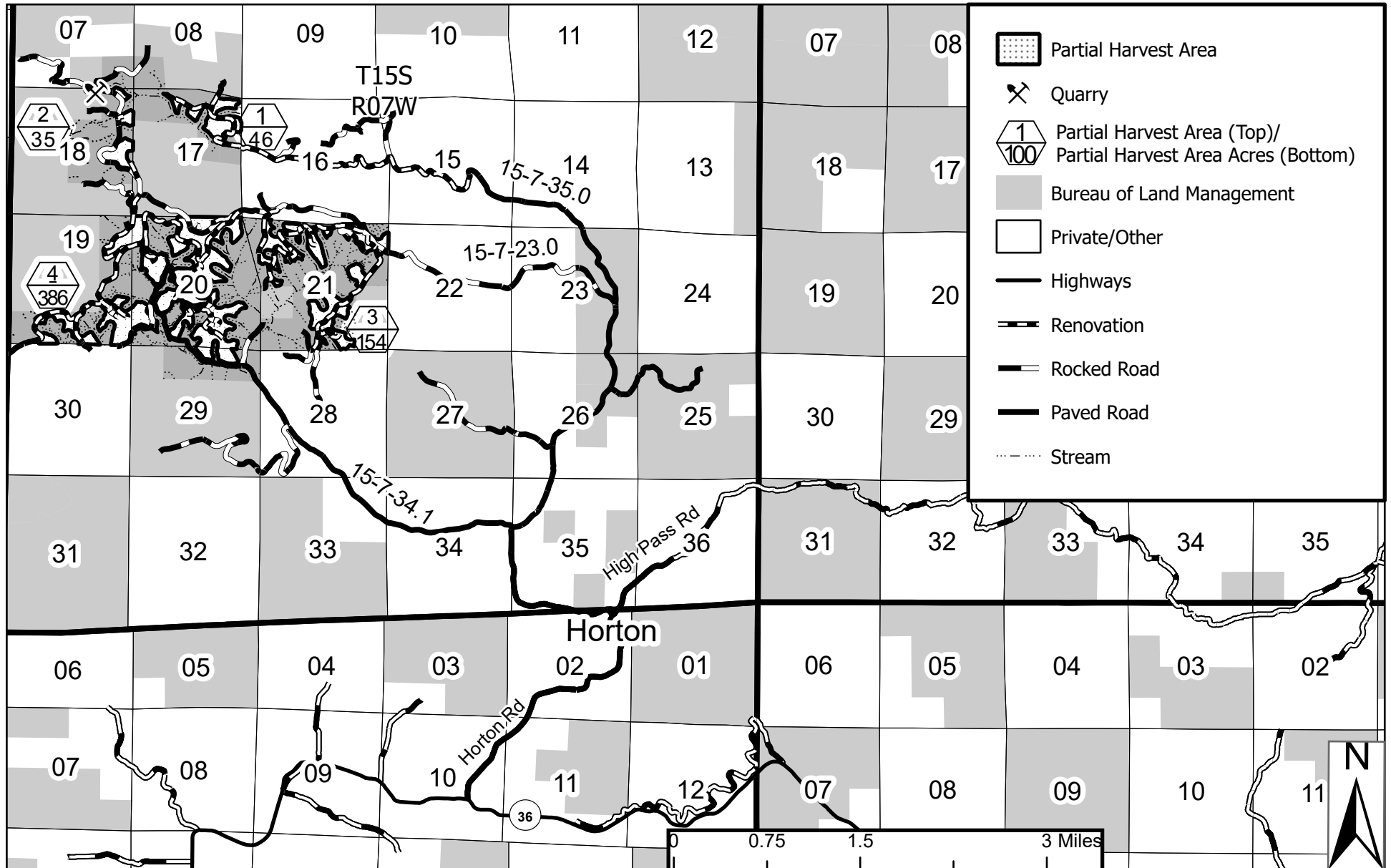
For further information, contact Joe Lynch at (541) 683-6739.



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 and may be updated without notification.

Timber Sale Location Map King Congdon

T. 15 S., R. 7 W., Secs. 7, 8, 17, 18, 19, 20, 21 and 29, Northwest Oregon District




Seasonal Restriction Matrix

Restricted Periods are Shaded and X'd; 2-hour daily timing restrictions are X'd only.

	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
All operations except hauling																								
<u>Special Operating Areas</u>																								
<ul style="list-style-type: none"> ▪ April 1 – August 5, both days inclusive: Operations are prohibited. ▪ August 6 - September 15, both days inclusive: Operations shall not begin until 2 hours after sunrise and shall cease 2 hours prior to sunset. 																								
Felling, yarding, or loading																								
<u>Partial Harvest Areas</u>																								
<ul style="list-style-type: none"> ▪ April 15 – June 15, both days inclusive. ▪ Sap flow seasonal restriction may be conditionally waived. 																								
Ground-based yarding																								
<u>Partial Harvest Areas</u>																								
<ul style="list-style-type: none"> ▪ Typically October 1 – June 30; may vary due to weather conditions. 																								
Right-of-Way logging and clearing																								
<u>Right-of-Way Areas</u>																								
<ul style="list-style-type: none"> ▪ Typically October 1 – May 31; may vary due to weather conditions. 																								
Hauling on natural-surfaced roads																								
<u>Partial Harvest Areas</u>																								
<ul style="list-style-type: none"> ▪ Typically October 15 – May 31; may vary due to weather conditions. 																								
Quarry Operations																								
All operations, including drilling, blasting, crushing, loading, and hauling shall be completed at Prairie Mountain Quarry in T. 15 S., R. 7 W., Sec. 18																								
<u>Blasting</u>																								
<ul style="list-style-type: none"> ▪ February 15 – November 15, both days inclusive: Operations are prohibited. 																								
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Seasonal Restriction Matrix

Restricted Periods are Shaded and X'd; 2-hour daily timing restrictions are X'd only.

In stream restrictions	
<ul style="list-style-type: none">September 16 – June 30 both days inclusive: Stream crossing culvert replacement site work shall be completed prior to timber haul.	

NOTE: This chart is for informational purposes only. Refer to Section 44 Special Provisions of the timber sale contract for exact date restrictions and stipulations.

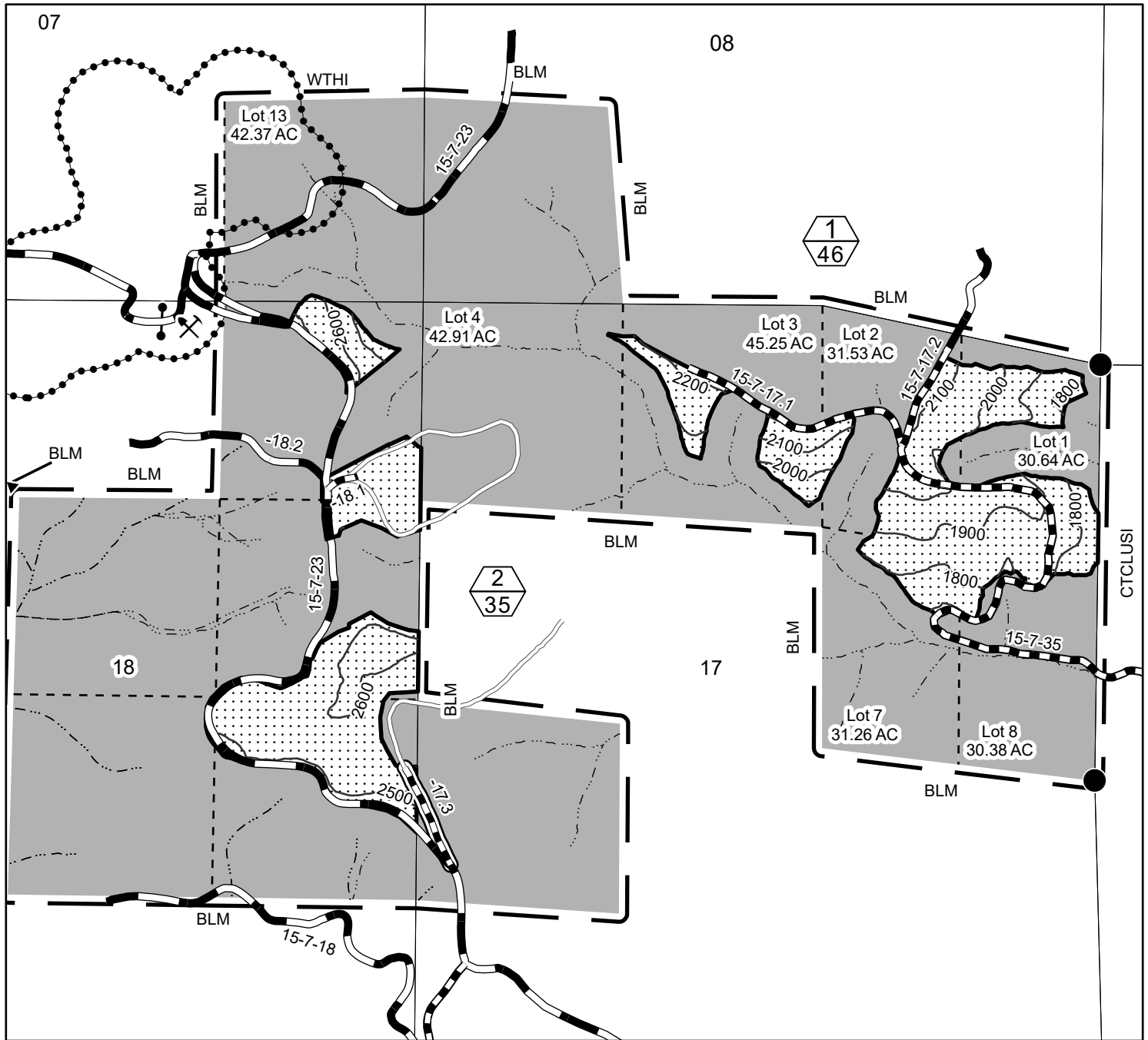


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UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Exhibit A
Sheet 1 of 2

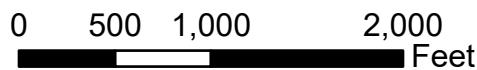
King Congdon Timber Sale Contract No. ORN03-TS24-367
T. 15 S., R. 7 W., Sec. 7,8,17,18, Northwest Oregon District



- Contract Area
- Partial Harvest Area Boundary (Blazed, Painted & Posted)
- Reserve Area
- Special Operating Area
- Partial Harvest Area (Top)/ Partial Harvest Area Acres (Bottom)
- Found Corner
- Quarry
- Gate
- Streams
- Right-of-Way Area
- Rocked Road
- Natural Road
- Construction
- Renovation
- Improvement

Partial Harvest Area	81.00
Right-of-Way Area	0.70
Reserve Area	412.64
Contract Area	494.34

Total Partial Harvest Area	620.00
Total Right-of-Way Area	19.90
Total Reserve Area	1,526.95
Total Contract Area	2,166.85

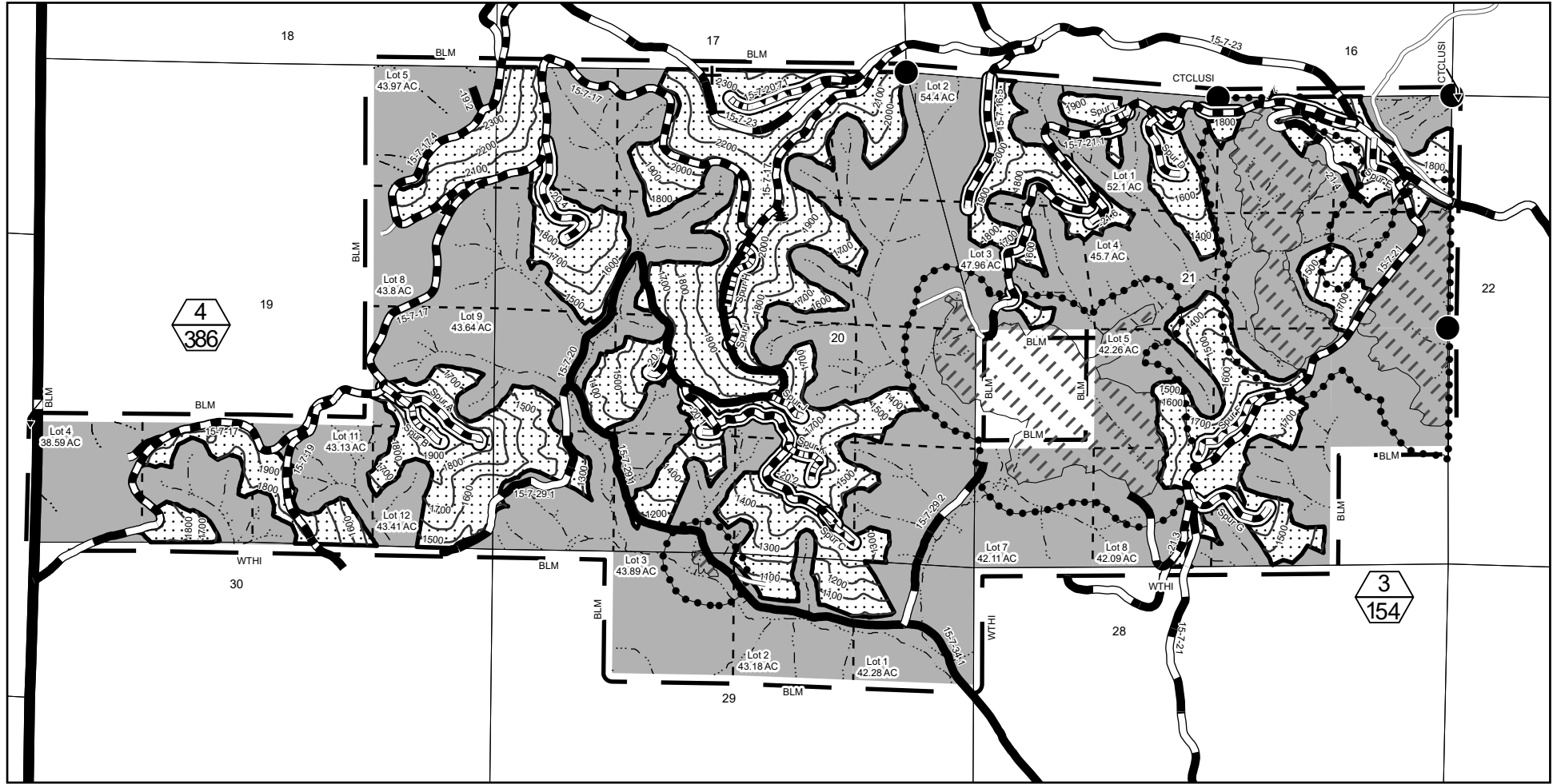




UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management

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King Congdon Timber Sale Contract No. ORN03-TS-2024.0367
T. 15 S., R. 7 W., Secs. 19, 20, 21, 29, Northwest Oregon District



Contract Area	Partial Harvest Area (Top)/ Partial Harvest Area Acres (Bottom)	Improvement	Rocked Road
Partial Harvest Area Boundary (Blazed, Painted & Posted)	Approximate Location of Special Habitat Tree	Construction	Paved Road
Reserve Area	Approximate Location of Superior Tree	Streams	Natural Road
Special Holding Area	Found Corner	Construction	Right-of-Way Area
Special Operating Area	Renovation	Renovation	Streams
		Improvement	0 500 1,000 2,000 Feet

Partial Harvest Area	540.00
Right-of-Way Area	19.20
Reserve Area	1,113.31
Contract Area	1,672.51 A

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

Contract No.: ORN03-TS-2024.0367

Sale Name: King Congdon

Issuing Office: Siuslaw Field Office

**EXHIBIT B
SCALE SALE**

PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS

- I. **Timber and Other Wood Products Sold** - In accordance with Section 2 and 3, the Purchaser agrees to pay the Government for the timber and other wood products sold under the contract in accordance with the following schedule, measurement standards, and requirements. Wood products sold is comprised of Timber, Other Wood Products, and Timber and Other Wood Products Remaining as defined below. In the event an Extension of Time is approved, the prices per measurement unit may be subject to readjustment in accordance with Section 9 of the contract.

Timber Schedule		
Species	Unit of Measure	Price Per Measurement Unit
Douglas-fir	14,975 MBF	\$
Western hemlock	1,808 MBF	\$43.30
Other Wood Products Schedule		
Product/Species	Unit of Measure	Price Per Measurement Unit
Clean Chips	Green Ton	\$5.00

The Authorized Officer shall establish unit of measure and price per measurement unit, in accordance with standard Bureau of Land Management (BLM) procedures, for any species or products not listed in this Exhibit that are cut or removed from the contract area.

- II. **Timber** – Includes standing trees, downed trees or logs, or portions thereof, which can be cut into logs that equal or exceed the specifications below.

All logs defined below, which have not been reserved to Government in Section 43 of the contract, shall be designated as timber under this contract. Logs or portions of logs which equal or exceed all the following minimum log specifications shall be considered timber sold. The Purchaser shall pay for all timber removed in accordance with Section 3 of the contract at the price per measurement unit shown in Section I of this Exhibit.

- Log or portion of a log that is:

- One third (1/3) sound.
- Small End Diameter Inside Bark (DIB) – Five (5) inches
- Length – Eight (8) feet four (4) inches

III. Other Wood Products – Includes timber and other woody material not meeting the timber specifications above (i.e., pulp, biomass, chips, hog fuel).

If Purchaser removes any products or species which do not meet the minimum log specifications for timber in Section II, such material shall be considered other wood products. Purchaser shall pay for other wood products in accordance with Section 3 of the contract at the price per measurement unit shown in Section I of this Exhibit.

IV. Timber and Other Woods Products Remaining - The remaining volume of any timber or other wood products, which have not been reserved to Government in Section 43 of the contract, shall be determined as provided in Section 3(g) of the contract using specifications set forth in the table below. The Purchaser shall pay for the sum of all remaining volume in accordance with Section 3 of the contract at the unit prices shown in Section I of this Exhibit.

Left Standing Timber	Felled Timber Not Removed
Diameter at Breast Height (DBH): n/a	Small End DIB: 5”
Log Height: n/a	Log Length: 8’
% Sound: n/a	% Sound: 33%
Net Tree Volume: n/a	Net Log Volume: 10 bd. ft.

V. Measurement Standards

1. **Log Scaling Loads:** All species or products in Section I, with MBF as the Unit of Measure shall be designated as log scaling loads.
 - a. Log scaling services shall be provided and performed by BLM Certified Scalers or BLM-authorized Third-Party Scaling Organizations (TPSO), as determined by the Authorized Officer. The Purchaser’s employees or contractors may not perform log scaling.
 - b. All logs shall be scaled in Eastside Scribner Log Rules according to the Official Log Scaling and Grading Bureaus, Northwest Log Rules Eastside and Westside Log Scaling Handbook, as amended or supplemented, at the time the logs are scaled.
 - c. All logs shall be scaled using an authorized BLM log scaling method approved by the Authorized Officer in accordance with BLM prescribed procedures. A list of authorized BLM log scaling methods is available upon request.
 - d. Purchaser shall ensure all logs are presented so that they may be scaled in an economical and safe manner.

- e. 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(g) of the contract when applicable. Avoidable delay in log scaling caused by the Purchaser that results in a measurable reduction in timber volume or quality would generally be considered abnormal delay, as determined by the Authorized Officer.
- f. Mechanical damage to logs that occurs during unloading identified by the TPSO will not be considered a deductible defect.
- g. The BLM will conduct check scaling 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 more than 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 fifty (50) percent of the volume scaled between the last satisfactory check and the first unsatisfactory check, one hundred (100) percent of the volume scaled during the unsatisfactory check, and fifty (50) percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.

- 2. **Weight Loads:** All species or products in Section I, with Tons as the Unit of Measure shall be designated as weight loads.
 - a. All weight loads shall be weighed on State certified scales.
 - b. Scales must have a current inspection tag or seal posted which shows the date of the most recent test by the State weights and measures agency.
 - c. No load shall be presented for weighing that exceeds the certified capacity of the scales in use.
 - d. Each load shall be weighed as a single unit. Gross and tare weight must be machine printed on a weight receipt. Average tare weights shall not be used, unless approved by the Authorized Officer. In addition to the gross and tare weight, the following shall be recorded with each weight receipt:

- Contract name and number
- Load Ticket number
- Date, time, and location the load was weighed

VI. Accountability

1. Purchaser shall notify the Authorized Officer seven (7) business days prior to starting or stopping of hauling operations performed under the contract.
2. The Purchaser must provide the following information to the Authorized Officer seven (7) business days prior to the commencement of haul: log scaling and weighing location(s), planned beginning haul dates, anticipated number of loads per day to each scaling or weighing location, logger name and contact information, and log brands to be used, and the log brand registration number(s).
3. A Scaling Authorization Form(s) must be completed and approved by the Contracting Officer prior to beginning of hauling operations. The Scaling Authorization(s) will include approved measurement methods, merchantability standards, sort descriptions, and authorized delivery locations for all loads hauled from the contract area. For log scale loads, all log scaling locations on the Scaling Authorization(s) are required to have a Log Yard Authorization with the BLM. Approved Scaling Authorizations will be provided to the Purchaser upon request.
4. All loads will be scaled and/or weighed at locations listed on the Scaling Authorization as approved by the Authorized Officer.
5. Purchaser shall notify the Authorized Officer seven (7) business days in advance to request additional log scaling and/or weighing locations for approval on the Scaling Authorization(s).
6. Purchaser shall not intermingle BLM timber and other wood products with any other timber or wood products before log scaling and/or weighing occurs.
7. All logs on timber loads will be painted and branded at the landing and accounted for accordance with Section 44 of the contract. If contract area is within a State that maintains a log brand register, brands shall be registered with the State and Purchaser shall use assigned brand(s) exclusively on logs from this contract until the Authorized Officer releases the brand(s).
8. The Authorized Officer shall issue the Purchaser serially numbered load ticket books prior to any haul operations. The Purchaser shall sign a receipt for all ticket books received. The Purchaser shall accurately complete all load receipts in accordance with the instructions on the front of the ticket books, or as directed by the Authorized Officer. Separate load ticket books will be used for timber and other wood products. Mule train timber loads will be treated as two separate loads with a ticket for each load. All load tickets will be marked with the cutting area number using a permanent marker or as directed by the Authorized Officer. The Purchaser shall deliver all loads to the log scaling or weighing location on the Scaling Authorization and listed on the

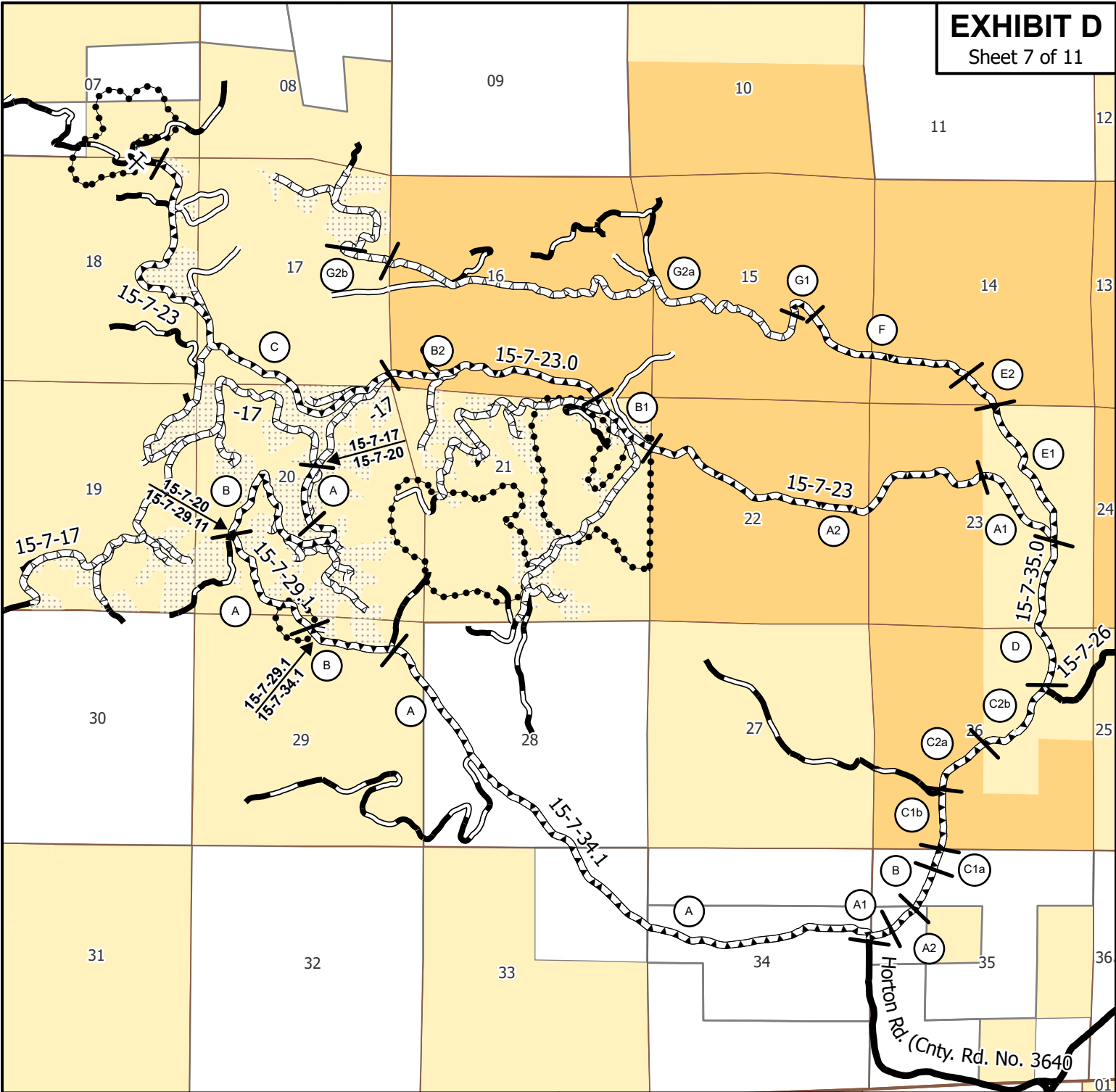
BLM receipt. The load receipt and BLM receipt shall remain attached to the log load until it is scaled and/or weighed. For log scale loads, attach on the bunk or wing log at the front of the load on the driver's side, and surrender the load receipt and BLM receipt to the TPSO or Authorized Officer at the scaling location. For weight loads, either attach at the front of the load on the driver's side or place on the driver's side dashboard, attach the load receipt and BLM receipt to the weight receipt and deliver to the BLM weekly, unless otherwise directed by the Authorized Officer. The Purchaser will return all used load ticket books with woods receipts still attached to the BLM at the time new books are being issued. All unused and partial load ticket books, with receipts still attached, must be returned to the BLM upon completion of the contract and prior to final payment, or at the request of the Authorized Officer.

9. The Purchaser must account for all load receipts from each load ticket book. For all load receipts not accounted for, the Contracting Officer, at their sole discretion, will determine if the receipts are void or if the Purchaser shall pay damages for lost products. The value of lost products shall be equal to the highest value load for the month in which the receipt is lost. If no loads have been hauled in that month, value will be determined from the closest month in which loads were hauled. In the event a load receipt or load ticket book is lost or stolen, the Purchaser must immediately notify the Authorized Officer, and provide a complete explanation.
10. The Purchaser shall furnish BLM a map showing the route which shall be used to haul loads from the timber sale area to the log scaling/weighing location. Upon loading timber or other wood products in the contract area, all loads shall be hauled directly to the authorized scaling or weighing location as stated on the load receipt. The route of haul may be changed only with advance notice to and approval by BLM.
11. The Purchaser shall notify the Authorized Officer and receive advance authorization if any loads will arrive at an authorized scaling or weighing locations outside of their normal operating hours. No loads will be left on the truck for overnight storage without advance permission from the Authorized Officer.
12. If scaling or weighing services are unavailable, delayed or interrupted for any reason, hauling operations will cease immediately until services resume or an alternate scaling or weighing location is approved by the Authorized Officer.
13. Any removal of wood products from loaded trucks before being accounted for as required by the contract shall be considered a trespass and render the Purchaser liable for damages under applicable law in accordance with Section 13 of the contract. Any payment made for purchase of such loads shall be deducted from amount due because of trespass.

VII. Total Estimated Purchase Price – For administrative purposes, the following will be used for determining (1) when payments are due and (2) the value of timber or other wood products subject to any special bonding provisions in accordance with Section 3(f) of the contract.

1. When payments are made under Section 3 of the contract, the Authorized Officer shall determine the value of removed timber and other wood products using the Government's records of log scale and/or weight volumes removed from the contract area.
2. The estimated value of timber and other wood products not yet removed from the contract area will be determined by subtracting the Government's records for value of removed timber and other wood products from the estimated total purchase price as shown in the table below. The estimated Total Purchase price is calculated by multiplying the estimated volume or weight for all species/products, listed below, by the bid prices in Section 1.

Total Estimated Purchase Price for Timber and Other Wood Products			
Species/Product	Estimated Volume (MBF or Tons)	Bid Price (\$/MBF or \$/Ton)	Estimated Value
Douglas-fir	14,975 MBF	\$	\$
Western hemlock	1,808 MBF	\$43.30	\$78,892.60
Clean Chip	1 Ton	\$5.00	\$5.00
Total Estimated Purchase Price:			\$



SALE NAME: King Congdon
CONTRACT NO.: ORN03-TS24-367

United States Department of the Interior
Bureau of Land Management
Northwest Oregon District Siuslaw Field Office

- | | | | |
|--|------------------------|--|------------------------------|
| | BLM Maintenance | | Bureau of Land Management |
| | Purchaser Maintenance | | CTCLUSI |
| | Paved Road | | Private |
| | Rocked Road | | Partial Harvest Area |
| | Natural Road | | Prairie Mt. Quarry/Stockpile |
| | Special Operating Area | | |
| | Segment/Portion Break | | |
| | Segment/Portion I.D. | | |
| | Gate | | |

Road Maintenance Map

T. 15 S., R. 7 W., Secs. 8, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23,
 26, 28, 29, 33, 34, 35
 Willamette Meridian
 Lane County, Oregon

Designed: G. Hedrick

Drawn: G. Hedrick

Date: 3/11/2024

XD_MaintenanceMapALL_KingCongdon

SEC. 43 - Timber Reserved From Removal and/or Cutting

- (a) All timber on the Reserve Area shown on Exhibit A and all blazed, orange painted and posted trees which are on or mark the boundaries of the Reserve Area.
- (b) All trees marked with orange paint above and below stump height in the Partial Harvest Areas shown on Exhibit A.
- (c) All trees 40" or greater in diameter at breast height (DBH) within the Partial Harvest Areas shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer. Trees 40" DBH or greater which are felled shall be retained on site.
- (d) All snags, hardwoods, or Pacific yew trees in the Partial Harvest Areas shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer. Snags, hardwoods, or Pacific yew trees felled shall be retained on site.
- (e) Approximately 7 trees marked with yellow paint above and below breast height in the Approximate Location of Special Habitat Tree shown on Exhibit A. These trees shall not be felled or damaged during logging operations.
- (f) Approximately 2 trees marked with a band of orange paint and/or a yellow metal seed tree tag in the Approximate Location of Superior Tree shown on Exhibit A.
- (g) Right-of-Way trees marked with a band of pink paint on Spurs L and G shall be retained on site. On Spur G, when feasible, tip with root wad intact toward the stream channel. See Exhibit D Special Provisions for additional specifications.
- (h) All existing down woody material six inches or greater in diameter at the large end and greater than twenty feet in length in the Partial Harvest Areas shown on Exhibit A which do not present a safety or operational hazard.
- (i) Within the Snag Thin Areas and Partial Harvest Areas requiring Snag Created Openings shown on Exhibit W, down orange painted reserve trees resulting from the post cruise ice storm and subsequent snowstorm may be credited toward the number of low girdle trees required in Exhibit W.

SEC. 44 - 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 they plan 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 they intend 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) The Purchaser shall provide warning signs and/or flaggers in accordance with Section 29 of this contract to control traffic in the contract area during active operations, including timber falling.
 - (4) In the Partial Harvest Areas shown on Exhibit A, all trees designated for cutting shall be felled to lead and cut into log lengths not to exceed 40 feet before being yarded, unless otherwise directed by the Authorized Officer.
 - (5) In the Partial Harvest Areas shown on Exhibit A, all trees designated for cutting shall be yarded with limbs and tops attached, unless otherwise approved by the Authorized Officer.

- (6) No felling, yarding, or loading shall be permitted in or through the Reserve Area shown on Exhibit A, except where allowed in Section 44(a)(7), unless otherwise directed by the Authorized Officer.
- (7) In the Reserve Area shown on Exhibit A, logs may be yarded over streams. Yarding shall be done in accordance with Section 44(a)(14). Trees felled in the Reserve Area for these cable corridors shall be felled toward the stream and retained on site unless otherwise directed by the Authorized Officer.
- (8) No felling or yarding shall be conducted in the Partial Harvest Areas shown on Exhibit A from April 15 to June 15 of each year, both days inclusive, for sap flow. Purchaser shall request waivers of this restriction in writing at least 10 days in advance of proposed operations.
- (9) With the exception of hauling, daily operations within the Special Operating Areas shown on Exhibit A shall not be permitted from April 1 through August 5 of each year, both days inclusive; and shall not begin until 2 hours after sunrise and shall cease 2 hours prior to sunset from August 6 through September 15 of each year, both days inclusive. These restrictions shall not be waived.
- (10) No yarding or hauling shall be conducted on natural surfaced roads during periods of wet weather, as determined by the Authorized Officer.
- (11) Prior to attaching any logging equipment to a reserve tree, the Purchaser shall obtain approval from the Authorized Officer and shall take precautions to protect the tree from damage as directed by the Authorized Officer.
- (12) 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, or as approved by the Authorized Officer.
- (13) Surfacing on paved roads (Road Nos. 15-7-20, 15-7-29.1, and 15-7-34.1) shall be protected during operations. Rubber tired or pavement friendly grousers are required for operating on paved surfaces. Surface protection is required for the loading and unloading of equipment not suited for paved surfaces. Repairs to operations related surface damage shall be at the Purchaser's expense and in accordance with Exhibit D.
- (14) In the Partial Harvest Areas shown on Exhibit A, except where ground-based yarding as allowed in Section 44(a)(16), yarding shall be done with a skyline system capable of yarding 1,500 feet slope distance from the landings and laterally yarding at least 75 feet from the skyline roads. The carriage shall be capable of being held in position on the skyline during lateral yarding. Skyline roads shall be spaced a minimum of 150 feet apart at one end, unless otherwise approved by the Authorized Officer. Space cable yarding corridors across streams no less than 100 feet apart at the stream, with an overall desire to keep an average spacing of 200 feet apart. During yarding, the lead end of the log shall be suspended clear of the ground. Full suspension shall be required when yarding over streams. Intermediate supports and/or lift trees may be needed. Before clearing any skyline road necessary for yarding in the Partial Harvest Areas, the Purchaser shall:
 - (aa) Mark the location of the skyline road on the ground with fluorescent pink flagging. Such skyline roads shall be limited to the minimum width necessary for yarding of logs with minimum damage to reserve trees but, in any case, the width of each skyline road shall not exceed 12 feet, unless otherwise approved by the Authorized Officer.
 - (bb) Provide a map of requested skyline road locations a minimum of 5 working days in advance of cutting to obtain approval of the locations from the Authorized Officer. Proposed skyline roads shall remain free from felled trees until approved.
 - (cc) Locate cable corridors over streams and above stream channel initiation points (headwalls), so that they are within 45 degrees of perpendicular to the stream, where possible.
 - (dd) Identify on the ground all trees in the Special Holding Areas shown on Exhibit A that would be impacted by skyline roads or gylines and obtain approval by the Authorized Officer prior to cutting the adjacent harvest area.

- (15) In the Partial Harvest Areas 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.
- (16) In the Partial Harvest Areas shown on Exhibit A, where slopes are less than 35% (or 50% if specialized ground based equipment is used as stated in Section 44(a)(15)), yarding may be done by equipment operated entirely on designated skid trails during periods of low soil moisture. Trees shall be felled to the lead of the skid trails where possible. Before felling and yarding any timber in the area to be logged by ground-based equipment, the Purchaser shall locate and construct designated skid trails as follows:
- (aa) Mark the location of designated skid trails on the ground with fluorescent pink flagging.
 - (bb) Space designated skid trails at a minimum of 150 feet apart unless otherwise agreed to in writing by the Authorized Officer.
 - (cc) Use existing skid trails where possible.
 - (dd) Provide a map of requested skid trail locations a minimum of 5 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.
 - (ee) Limit the width of each skid trail to a maximum of 12 feet.
 - (ff) Limit excavation on designated skid trails to a maximum cut of 1 foot and maximum length of 1,000 feet at any one location with prior approval of the Authorized Officer.
 - (gg) Obtain written approval of completed construction from the Authorized Officer prior to commencing logging operations.
- (17) Before cutting and removing any trees necessary to facilitate logging in the Partial Harvest Areas shown on Exhibit A, the Purchaser shall identify the location of the skid trails in accordance with Section 44(a)(16), cable yarding roads in accordance with Section 44(a)(14), and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the logging plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding the following conditions must be met:
- (aa) All skid trails and/or cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees; however, unless otherwise approved in writing by the Authorized Officer, the width of each skid trail and/or cable yarding road shall be limited to 12 feet.
 - (bb) With the exception of the Special Holding Areas shown on Exhibit A, the Purchaser may immediately cut and remove additional timber to clear skid trails and cable yarding roads; provide tailhold, 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 to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Section 3(a) of the contract or sufficient bonding has been provided in accordance with Section 3(e) of the contract.
 - (cc) 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 Section 9 of the contract.

- (dd) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.
 - (ee) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least 1 working day prior to the need for cutting and removing any additional timber and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Section 8 or Section 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.
- (18) In accordance with the requirements of Section 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 Partial Harvest Area, which is obstructing needed cable yarding roads; hazardous to workers; needed for guylines, tailhold, and/or tieback trees; or severely damaged from the normal conduct of felling or yarding operations to meet all applicable State safety laws, codes or regulations. This timber must be cut or 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 Section 8 of the contract: provided, however, that:
- (aa) Trees reserved under Section 43 of the contract for wildlife habitat objectives, superior trees, and trees in the Special Holding Areas shown on Exhibit A are not included in the authorization.
 - (bb) The Purchaser shall identify each tree sold and cut in accordance with the provision by marking the cut surface of the stump immediately after falling with a large "X". The "X" shall be cut with a chainsaw or marked with high visibility paint. The stump shall be marked with plastic flagging so that the stump can be visually located from a distance of not less than 100 feet.
 - (cc) The volume and price for such timber shall be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and paid for by the Purchaser in accordance with Section 3(a) or 3(e) of the contract as required by Section 8 of the contract.
 - (dd) No timber may be cut or removed under the terms of this provision if all contract payments required by Section 3(a) or 3(e) of the contract have been made.
 - (ee) The permission to fell and yard additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:
 - (1) Failed to properly mark any stump with the "X" cut.
 - (2) Failed to identify the location of any stump.
 - (3) Cut any tree that was reserved for the tree improvement program or wildlife habitat, superior trees, and including those trees reserved under Section 43 of the contract or those trees in the Special Holding Areas shown on Exhibit A.
 - (4) Cut any tree in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
 - (5) Cut any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground based yarding.
 - (6) Failed to properly segregate any pulled over tree that was yarded to the landing.

- (7) Cut 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) Cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
- (9) Cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.
- (10) Cut more than the minimum number of trees necessary to properly serve as tiebacks for topped tailhold trees.
- (11) Failed to maintain accurate and current (no more than 24 hours old) documentation of cut and removed timber.

If the permission to cut and remove additional timber provision is withdrawn, the Authorized Officer shall deliver to the Purchaser a written notice that 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 Purchaser shall inform the Authorized Officer at least 2 working days prior to the need for cutting and yarding any guyline tree, tailhold tree, tie-back tree, danger tree, corridor tree, pulled over tree, and severely damaged tree. All sales of additional timber shall comply with Section 8 of the contract.

The Contracting Officer may order the Purchaser, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the Government to safely measure and mark additional timber.

All cable yarding and/or ground based equipment skid roads 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 Section 13 of the contract for any reserved timber cut or removed in violation of the terms of this special provision.

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

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

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

(b) Road Construction, Renovation, Use and Maintenance

- (1) The Purchaser shall construct Spurs B, H, I, J, K and L, and Road No. 15-7-20.71; renovate Spurs A, B, D, E and G, and Road Nos. 15-7-16.5, 15-7-17, 15-7-17.1, 15-7-17.2, 15-7-17.3, 15-7-17.4, 15-7-18.1, 15-7-19, 15-7-20, 15-7-20.1, 15-7-20.2, 15-7-20.3, 15-7-20.4, 15-7-20.71, 15-7-21, 15-7-21.1, 15-7-21.3 and 15-7-21.6; improve Spurs C and F, and Road No. 15-7-20.1, in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Exhibit C contains 36 sheets.
- (2) Prior to logging operations, including any unloading of logging equipment, and removal of any timber, except right-of-way timber, the required construction, renovation and/or improvement of the haul route shall be completed and accepted as specified in Exhibit C.

- (3) Culvert replacement/installation on streams shall be done between July 1 and September 15 (both days inclusive) and shall be completed prior to hauling and fall rains. During installation of the stream culverts, dewatering of the culvert bed, silt fences and/or straw bales may be required as directed by the Authorized Officer. All work shall be completed in accordance with the plans and specifications shown in Exhibit C.
- (4) With the exception of hauling, daily operations within the Special Operating Area shall not be permitted from April 1 through August 5 of each year, both days inclusive; and shall not begin until 2 hours after sunrise and shall cease 2 hours prior to sunset from August 6 through September 15 of each year, both days inclusive. These restrictions shall not be waived.
- (5) The Purchaser shall surface Spurs A, B, C, D, E, F, G, H, I, J and K and Road Nos. 15-7-16.5, 15-7-17, 15-7-17.1, 15-7-17.2, 15-7-17.4, 15-7-20.1, 15-7-20.2, 15-7-20.3, 15-7-20.4, 15-7-20.71, 15-7-21, 15-7-21.1, 15-7-21.3 and 15-7-21.6, with rock for wet weather haul. Rocking shall be in accordance with Exhibit C. If the Purchaser exercises their option to not rock any of these roads, the purchase price will be increased by the cost of surfacing as appraised at the time of sale.
- (6) The Purchaser shall furnish 4,000 cubic yards of maintenance rock in accordance with Exhibit D, which is attached hereto and made part hereof. Exhibit D contains 11 sheets. Additional road reinforcement (rocking) and maintenance that may be required for wet weather haul shall be at the Purchaser's expense.
- (7) 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 (BLM) and/or the Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians (CTCLUSI) 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 Exhibit D, provided that the Purchaser pay the required maintenance obligation described in Section 44(b)(10). The Purchaser shall pay current Bureau of Land Management maintenance and rockwear fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length (miles)	Road Owner	Road Surface Type
15-7-20 A-B	1.33	BLM	Paved
15-7-23 A1, B1 & C	2.99	BLM	Rock
15-7-23 A2 & B2	2.72	CTCLUSI	Rock
15-7-29.1 A	0.60	BLM	Paved
15-7-34.1 A-B	3.25	BLM	Paved
15-7-35.0 A1, A2, B, C1a, C2b, D & E1	2.39	BLM	Paved
15-7-35.0 E2, F & G1	1.15	CTCLUSI	Paved

- (8) Purchaser 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 (BLM) and/or the Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians (CTCLUSI) 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 Exhibit D provided that the Purchaser comply with the conditions set forth in Section 44(b)(9) and Section 44(b)(12), and pay the required rockwear obligations described in Section 44(b)(11). The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length (miles)	Road Owner	Road Surface Type
Spur A	0.26	BLM	Rocked
Spur B	0.14	BLM	Rocked
Spur C	0.09	BLM	Rocked
Spur D	0.17	BLM	Rocked
Spur E	0.13	BLM	Rocked
Spur F	0.23	BLM	Rocked
Spur G	0.20	BLM	Rocked
Spur H	0.15	BLM	Rocked
Spur I	0.05	BLM	Rocked
Spur J	0.08	BLM	Rocked
Spur K	0.13	BLM	Rocked
Spur L	0.04	BLM	Natural
15-7-16.5 Seg. A	0.15	CTCLUSI	Rocked
15-7-16.5 Seg. B	0.29	BLM	Rocked
15-7-17.0 Seg. A1	0.56	BLM	Rocked
15-7-17.0 Seg. A2a	0.93	BLM	Rocked
15-7-17.0 Seg. A2b	0.73	BLM	Rocked
15-7-17.0 Seg. A2c	0.81	BLM	Rocked
15-7-17.1 por. 1	0.51	BLM	Rocked
15-7-17.1 por. 2	0.33	BLM	Rocked
15-7-17.2	0.13	BLM	Rocked
15-7-17.3	0.14	BLM	Natural
15-7-17.4	0.86	BLM	Rocked
15-7-18.1	0.04	BLM	Natural
15-7-19	0.33	BLM	Rocked
15-7-20.1	0.15	BLM	Rocked
15-7-20.2 por. 1-2	0.50	BLM	Rocked
15-7-20.3	0.07	BLM	Rocked
15-7-20.4	0.28	BLM	Rocked
15-7-20.71	0.25	BLM	Rocked
15-7-21.0 Segs. A1-A2	0.96	BLM	Rocked
15-7-21.1 Segs. A1-A3	1.42	BLM	Rocked
15-7-21.3	0.17	BLM	Rocked
15-7-21.6	0.09	BLM	Rocked
15-7-35.0 Seg. G2a	2.26	CTCLUSI	Rocked
15-7-35.0 Seg. G2b	0.24	BLM	Rocked

- (9) Except for the road maintenance in accordance with Section 44(b)(7), the Purchaser shall perform any required road repair and maintenance work on roads used by them, under the terms of Exhibit D, "Road Maintenance Specifications", of this contract, which is attached hereto and made a part hereof.
- (10) The Purchaser shall pay the Government a road maintenance obligation in the amount of Seventy-two Thousand Eight Hundred Eighteen and 19/100 dollars (\$72,818.19) for the transportation of timber included in the contract price over the roads listed in Section 44(b)(7).
Unless the total maintenance 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.
- (11) The Purchaser shall pay to the Government a road maintenance obligation for rockwear in the amount of Forty-eight Thousand Two Hundred Seventy-nine and 02/100 dollars (\$48,279.02) for the transportation of timber included in the contract price over the roads listed in Sections 44(b)(7) and 44(b)(8).

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 payments in installments in the same manner as and together with payments required in Section 3 of this contract.

- (12) The amount of advance payments for the obligations set forth in Section 44(b)(10) and Section 42(b)(11) is based on the estimated volume of the sale as shown on Exhibit B. Upon completion of hauling, if the scaled volume hauled by the Purchaser differs from that on which the estimates are based, the Contracting Officer shall execute a unilateral modification to adjust the amount of these obligations. If the volume hauled by the Purchaser is greater than that on which the estimate is based, the Purchaser shall pay additional fees at the appropriate per unit-volume rate for each road used. If the volume hauled by the Purchaser is less than that on which the estimate is based, the Government shall calculate and make a refund at the appropriate per unit-volume rate for each road used.
- (13) With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users on roads included in Section 44(b)(8) 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 agreement(s) entered into with other users on these roads.
- (14) In the use and/or renovation of Road Nos. 15-7-16.5 Seg. A, 15-7-23 Segs. A2 & B2 and 15-7-35 Segs. C1b, C2a, E2, F, G1 & G2a, the Purchaser shall comply with the conditions of Memorandum of Agreement (MOA), No. BLM-OR930-3192-2 between the United States and the Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians (CTCLUSI). 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 MOA 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, Northwest Oregon District's 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 CTCLUSI. The license agreement and insurance certificate shall be delivered to CTCLUSI at least 15 days prior to use of company roads.
 - (bb) Pay a lump sum road maintenance fee totaling Five Thousand Six Hundred Nineteen and 46/100 (\$5,619.46) prior to log hauling. All road maintenance fees due as a result of modification shall be due at the time of modification at a rate per MBF equal to the appropriate BLM fee current at the time of hauling. CTCLUSI is responsible for all road maintenance activities on Road No. 15-7-35.0 Segs. C1a & C2b.
 - (cc) Furnish a performance bond (cash or surety) in the amount of One Million and 00/100 dollars (\$1,000,000.00) in favor of the United States, conditioned upon the Purchaser's faithful performance of the terms and conditions outlined in this Agreement. Before exercising any of the rights granted herein, the Purchaser shall deliver said bond to the CTCLUSI.
 - (dd) Prior to exercising any rights granted herein, the Purchaser shall first obtain insurance in the types and amounts as shown below:
 1. Commercial General Liability covering all operations, including vehicles of the Purchaser. Bodily Injury: One Million and 00/100 dollars (\$1,000,000.00) for injury to any one person; One Million and 00/100 dollars (\$1,000,000.00) for any one occurrence.
 2. Property Damage in the amount of One Million and 00/100 dollars (\$1,000,000.00) for any one occurrence.
 3. Loggers Broad Form B in the amount of One Million and 00/100 dollars (\$1,000,000.00) for any one occurrence.
 - (ee) Purchaser shall maintain Road Nos. 15-7-16.5 Seg. A and 15-7-35.0 Seg. G2a, in accordance with Sec. 44(b)(8)

- (13) The Purchaser shall be required to secure written approval to use or haul equipment over Government-owned or controlled roads and/or structures when such equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit.

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 15 days prior to proposed move in.

Details shall include:

- (aa) Axle weights when fully loaded.
- (bb) Axle spacing.
- (cc) Traverse wheel spacing.
- (dd) Tire size.
- (ee) Outside width of vehicle.
- (ff) Operating speed.
- (gg) Frequency of use.
- (hh) Special features (e.g., running tracks, overhang loads, etc.)

The Purchaser shall be responsible for repair of any damage to roads or structures caused by the use of overweight or over dimension or tracked vehicles or equipment; (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.

- (14) The Purchaser also agrees that if they elect to use any private road, other than those provided for in this contract, 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, they shall request and agree to the modification of this contract to provide for such use.

(c) Environmental Protection

- (1) Upon each season's shutdown, and prior to the onset of wet weather, the Purchaser shall block skid trails and natural surfaced roads as directed by the Authorized Officer and shall place them in an erosion-resistant condition by constructing drainage dips, waterbars, and/or lead-off ditches. The waterbars and drainage dips shall be constructed in accordance with the specifications shown on Exhibit H, which is attached hereto and made a part hereof. Exhibit H contains 2 sheets. Blocking shall be completed as directed by the Authorized Officer.
- (2) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall, upon completion of hauling, complete the following decommissioning measures according to the road schedule below. All decommissioning shall be completed during the dry season and as directed by the Authorized Officer.
- (aa) Decompact and/or block skid trails and natural surfaced roads and landings to an 18" depth, with decompaction equipment, such as a track-mounted excavator.
 - (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) Place logging slash greater than 6 inches in diameter, where available, on surfaces in a discontinuous pattern, as directed by the Authorized Officer.
 - (dd) Purchaser shall block roads with earthen barricades constructed in accordance with specifications shown on Exhibit J, sheet 1, which is attached hereto and made a part hereof.

Road Number	If not rocked				If rocked	
	(aa)	(bb)	(cc)	(dd)	(bb)	(cc)
	Decompact	Drainage	Logging Slash	Block	Drainage#	Block
Skid Trails	X	X	X	X	-	-
15-7-17.2 Seg. A*				X		X
15-7-17.3 Seg. A		X		X		X
15-7-18.1 Seg. A		X		X		X
15-7-20.4				X		X
15-7-20.71		X	X	X		
15-7-21.1 Seg. B*				X		X
15-7-29.2*	X	X	X	X	X	X
Spur B				X		X
Spur C		X	X	X		X
Spur D				X		X
Spur F		X	X	X		
Spur G*		X		X	X	X
Spur H		X	X	X		
Spur I		X	X	X		
Spur J		X	X	X		
Spur K		X	X	X		
Spur L*	X	X	X	X	X	X

*See Exhibit D Special Provisions for additional specifications.

- (3) In addition to the drainage requirements listed above, and as specified on Exhibit H, waterbars shall be placed within 25 feet upslope of all remaining cross drains on roads that are blocked after operations. Waterbars shall be keyed into existing ditches and ditch dams shall be constructed to capture flow, as approved by the Authorized Officer.
- (4) Cable yarding corridors shall be waterbarred immediately after use, if necessary to prevent erosion, as determined by the Authorized Officer.
- (5) In order to prevent the spread of noxious weeds, the Purchaser shall be required to clean logging, road, decommissioning, and slash disposal equipment prior to entry onto BLM lands as directed by the Authorized Officer.
- (6) Snag Creation
 - (aa) Within the Snag Thin Areas and Approximate Location of Snag Created Openings shown on Exhibit W, the Purchaser shall select and girdle a total of Six Thousand Five Hundred Sixty (6,560) trees within one year of the completion of yarding. One Thousand Three Hundred Twelve (1,312) trees shall be selected for high girdling and Five Thousand Two Hundred Forty-eight (5,248) trees shall be selected for low girdling. Of those 5,248 trees selected for low girdling, One Thousand Three Hundred Twelve (1,312) may be created as operationally created snags. See Exhibit W for specifications, locations, and distribution, which is attached hereto and made a part hereof. Exhibit W contains 9 sheets.
 - (bb) Within Snag Created Openings, shown on Exhibit W, girdled trees will be selected from orange painted reserve trees. All girdled trees shall be reserved in accordance with Section 43. No adjustments of volume or value shall be made to meet these requirements.
- (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 the fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer. Purchaser shall take such measures for prevention and suppression of fire on the contract area and other adjacent Government lands used or traversed by Purchaser in connection with operations as are required by applicable laws and regulations. However, when in the opinion of the Authorized Officer, weather and other conditions affecting fire incidence and control make special precautions necessary to protect

the contract area and said Government lands, Purchaser shall take such additional or other fire prevention and control measures as may be required by the Authorized Officer. The Purchaser shall comply with Oregon Department of Forestry Industrial Fire Precaution Level (IFPL) I Fire Season requirements. At IFPL II and III, additional fire prevention and control provisions may be added as determined by the Authorized Officer and specified in written instructions to the Purchaser to mitigate dry fuel and weather conditions. Current IFPL can be found at the following website address: <https://gisapps.odf.oregon.gov/firerestrictions/ifpl.html>.

(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:
 - (aa) Prior to commencement of any logging residue reduction and/or site preparation, a prework 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 prework conference.
 - (bb) Machine pile and cover all slash situated within twenty-five (25) feet of roads 15-7-17, 15-7-17.1, 15-7-17.2, 15-7-17.3, 15-7-17.4, 15-7-18.1, 15-7-19, 15-7-20, 15-7-20.1, 15-7-20.2, 15-7-20.3, 15-7-20.4, 15-7-23, 15-7-29.1 and Spurs A through L. Slash shall be piled by a machine equipped with a hydraulic thumb or a controllable, grapple head. Piles shall be piled from the top. Finished piles shall be tight and free of dirt.
 - (1) Machine piles shall be located as far as possible from reserve trees, snags, culverts, or unit boundaries to minimize damage. Piles shall not be built on stumps or residual large diameter logs.
 - (2) Slash between two (2) inches and nine (9) inches in diameter on the large end, having a minimum length of three (3) feet shall be piled as directed by Authorized Officer. Pile size shall be a maximum of sixteen (16) feet in diameter by twelve (12) feet in height, and minimum pile size shall be eight (8) feet in diameter by six (6) feet in height or as directed by the Authorized Officer. No piece of slash shall extend more than two (2) feet from the main pile. Slash left on the ground shall not exceed six (6) inches in depth. No piece greater than 12 inches diameter may be piled.
 - (3) All piles shall be covered with black four (4) mil polyethylene plastic to cover at least seventy-five (75) percent of the surface of each pile. 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 draped over the top of the pile, 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. Covering shall be completed within thirty (30) days of completion of piling or as directed by the Authorized Officer.
 - (4) Harvest Areas shall be piled during the same season they are logged.
 - (cc) Pile and cover landing slash within twenty-five (25) feet of the edge of each landing. 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 piled from the top and kept free of dirt and located at least twenty (20) feet from any reserve tree and/or as directed by the Authorized Officer. No piece of slash shall extend more than two (2) feet from main pile. No piece greater than 12 inch diameter may be in pile.

- (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 piling, the Purchaser shall prepare the landing piles for burning by securely covering each landing pile with black four (4) mil polyethylene plastic. Landing piles shall be at least seventy-five (75) percent covered with the covering extending three-quarters of the way down all sides. 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 draped over top of the pile and 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 44(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, 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.



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

Timber Appraisal

Sale Name: King Congdon	Sale Date: Thursday, June 27, 2024
BLM District: NW Oregon DO	Unit of Measure: 16' MBF
Contract #: ORN03-TS-2024.0367	Contract Term: 48 months
Sale Type: Advertised	Contract Mechanism: 5450-004

Scale Sale of Timber and other Wood Products

Content

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

Prepared By: Zimmerlee, Chance Z - 5/21/2024

Approved By: Rainey, Matthew D - 5/22/2024

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Lane	15S	7W	7	Lot 13	Willamette
O&C	Lane	15S	7W	17	Lot 1-4, 7,8	Willamette
O&C	Lane	15S	7W	18	NE1/4NE1/4, S1/2NE1/4, N1/2SE1/4	Willamette
O&C	Lane	15S	7W	19	Lot 4,5,8,9,11,12 SE1/4SW1/4	Willamette
O&C	Lane	15S	7W	20	ALL	Willamette
O&C	Lane	15S	7W	21	Lot 1-5, 7,8 NE1/4, W1/2SE1/4	Willamette
O&C	Lane	15S	7W	29	Lot 1-3	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	14,975.0	15,525.0	15,537.0	344,292	686	77,453
Western Hemlock	1,822.0	1,907.0	1,922.0	41,028	258	10,047
Totals	16,797.0	17,432.0	17,459.0	385,320	944	87,500

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
0.0	620.0	20.0	640.0	26.2

Logging Costs

Stump to Truck	\$3,230,075.81
Transportation	\$1,603,744.00
Road Construction	\$608,658.83
Maintenance/Rockwear	\$224,140.96
Road Use	\$0.00
Other Allowances	\$362,490.68
Total:	\$6,029,110.28
Total Logging Cost per MBF:	\$358.94

Utilization Centers

<u>Location</u>	<u>Distance</u>	<u>% of Net Volume</u>
Eugene	40.0 miles	100%

Profit & Risk

Profit	11%
Risk	3%
Total Profit & Risk	14%

Tract Features

Quadratic Mean DBH	13.6 in
Average GM Log	45 bf
Average Volume per Acre	26.2 mbf
Recovery	96%
<u>Net MBF volume:</u>	
Green	16,797.0 mbf
Salvage	0 mbf
Export	0 mbf
<u>Ground Base Logging:</u>	
Percent of Sale Volume	12%
Average Yarding Slope	15%
Average Yarding Distance	300 ft
<u>Cable Logging:</u>	
Percent of Sale Volume	88%
Average Yarding Slope	50%
Average Yarding Distance	400 ft
<u>Aerial Logging:</u>	
Percent of Sale Volume	0%
Average Yarding Slope	0%
Average Yarding Distance	0 ft

Cruise

Cruise Completed	February 2024
Cruised By	AR,BD,KC,CZ
Cruise Method	
VP, 3p	

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value (\$)
Douglas Fir	77,453	14,975.0	\$661.82	\$92.65	\$358.94	\$0.00	\$210.20	\$3,147,745.00
Western Hemlock	10,047	1,822.0	\$432.15	\$60.50	\$358.94	\$0.00	\$43.30 *	\$78,892.60
Totals	87,500	16,797.0						\$3,226,637.60

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

Other Wood Products

Product	Unit of Measure	# of Units	\$/Unit	Appraised Value
Biomass	Green Tons	1	\$5.00	\$5.00
Totals				\$5.00

Total Appraised Value: \$3,226,642.60

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				35.0%	58.0%	7.0%	

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western Hemlock				35.0%	58.0%	7.0%	

Unit: 1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	1,002.0	1,033.0	1,033.0	7,015
Western Hemlock	65.0	68.0	68.0	466
Totals:	1,067.0	1,101.0	1,101.0	7,481

Net Volume/Acre: 23.7 MBF

Regeneration Harvest	0.0
Partial Cut	45.0
Right of Way	0.0
Total Acres:	45.0

Unit: 2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	779.0	803.0	803.0	5,456
Western Hemlock	51.0	53.0	53.0	362
Totals:	830.0	856.0	856.0	5,818

Net Volume/Acre: 23.7 MBF

Regeneration Harvest	0.0
Partial Cut	35.0
Right of Way	0.0
Total Acres:	35.0

Unit: 3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	9,573.0	9,910.0	9,922.0	45,560
Western Hemlock	1,134.0	1,189.0	1,201.0	6,081
Totals:	10,707.0	11,099.0	11,123.0	51,641

Net Volume/Acre: 27.7 MBF

Regeneration Harvest	0.0
Partial Cut	386.0
Right of Way	0.0
Total Acres:	386.0

Unit: 4

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	2,733.0	2,870.0	2,869.0	16,754
Western Hemlock	543.0	568.0	568.0	3,032
Totals:	3,276.0	3,438.0	3,437.0	19,786

Net Volume/Acre: 21.3 MBF

Regeneration Harvest	0.0
Partial Cut	154.0
Right of Way	0.0
Total Acres:	154.0

Unit: ROW 2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	25.0	25.0	26.0	74
Totals:	25.0	25.0	26.0	74

Net Volume/Acre: 25.0 MBF

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	1.0
Total Acres:	1.0

Unit: ROW 3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	757.0	775.0	775.0	2,175
Western Hemlock	24.0	24.0	27.0	84
Totals:	781.0	799.0	802.0	2,259

Net Volume/Acre: 86.8 MBF

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	9.0
Total Acres:	9.0

Unit: ROW 4

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	106.0	109.0	109.0	419
Western Hemlock	5.0	5.0	5.0	22
Totals:	111.0	114.0	114.0	441

Net Volume/Acre: 11.1 MBF

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	10.0
Total Acres:	10.0

Total Stump To Truck	Net Volume	\$/MBF
\$3,230,075.81	16,797.0	\$192.30

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

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Cable: Medium Yarder	GM MBF	200.0	\$328.87	\$65,774.00	Wide spread iced downed timber estimated volume, lower production rate 4 loads a day @ 5mbf a load
Cable: Medium Yarder	GM MBF	389.0	\$219.25	\$85,288.25	6 Loads a day @ 5mbf , smaller trees, sec29 unit 3, 100mbf at lower production rate due to ice storm
Cable: Medium Yarder	GM MBF	14,700.0	\$187.93	\$2,762,571.00	7 loads a day @ 5mbf, Larger and more mature trees, Sec 17,18,19,20,21, 100mbf at lower production rate due to ice storm
Wheel Skidder	GM MBF	1,205.0	\$151.20	\$182,196.00	Ground Base, 6 Loads a day @ 5mbf
Shovel	GM MBF	938.0	\$143.12	\$134,246.56	Right of Way Volume,7 loads a day @ 5mbf
Subtotal				\$3,230,075.81	

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
\$1,603,744.00	16,797.0	\$95.48

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Eugene	40.0	Log Haul	GM MBF	17,432.0	\$92.00	\$1,603,744.00	100%

Comments:

\$115.00/hour x 4 Hours round trip (60min delay included) = \$460.00 per trip / 5.0 mbf per load = \$92.00/mbf

Engineering Allowances

Total	Net Volume	\$/MBF
\$832,799.79	16,797.0	\$49.58

Cost Item	Total Cost
Road Construction:	\$608,658.83
Road Maintenance/Rockwear:	\$224,140.96
Road Use Fees:	\$0.00

Total	Net Volume	\$/MBF
\$362,490.68	16,797.0	\$21.58

Environmental Protection

Cost item	Total Cost
Skid Trail Decom	\$1,632.54
Equipment washing	\$450.00
Subtotal	\$2,082.54

Fire Prevention & Control

Cost item	Total Cost
Pile and Burn	\$31,126.25
Subtotal	\$31,126.25

Miscellaneous

Cost item	Total Cost
Low Girdle	\$157,440.00
High Girdle	\$131,200.00
Snag Creation Contract Admin	\$28,834.00
Subtotal	\$317,474.00

Road Construction, Maintenance, Use, & Decommissioning

Cost item	Total Cost
Road Decom	\$11,807.89
Subtotal	\$11,807.89