

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



May 31, 2023

Parcel No. 1 Contract No. ORN05-TS23-553 Upper Willamette Field Office Blue Lite Special

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 their 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 29, 2023**.

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 this office at (541) 683-6600.

Attachments:

Form 5440-9

Form 5430-11

Form 5450-17

Form 5450-22

NORTHWEST OREGON DISTRICT UPPER WILLAMETTE FIELD OFFICE

TIMBER SALE NOTICE LUMP SUM EUGENE MASTER UNIT

PARCEL NO.: 1

SALE DATE: June 29, 2023

Contract No.: ORN05-TS23-553, Blue Lite Special

Lane County, Oregon: O&C: Oral Auction Bid Deposit Required: \$141,900.00

All timber designated for cutting on Lots 13-28, <u>Section 29</u>; Lot 1, <u>Section 32</u>; W1/2NE1/4, SE1/4NE1/4, W1/2NW1/4, SE1/4NW1/4, S1/2, Section 33, T. 21 S., R. 2 W., Will. Mer.

Estimated Volume 32' Log (MBF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Approx. Price
9,511	Douglas-fir	11,731	\$118.60	\$1,391,296.60
148	Incense-cedar	193	\$49.90*	9,630.70
138	Western hemlock	171	\$41.30*	7,062.30
53	Grand fir	64	\$42.20*	2,700.80
34	Western redcedar	47	\$167.30	7,863.10
2	Bigleaf maple	2	\$29.80*	59.60
9,886	Totals	12,208		\$1,418,613.10

^{*=10%} of Pond Value

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

<u>LOG EXPORT RESTRICTIONS</u>: 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.

<u>NOTE</u>: 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.

<u>CRUISE INFORMATION</u>: The timber volumes for Douglas-fir, incense-cedar, western hemlock, grand fir and western redcedar in the Partial Harvest Areas and Regeneration Harvest Areas were based on a variable plot cruise for estimating board foot volume. Plots were measured using a 40 basal area factor for a total of 226 plots. The timber volumes for Douglas-fir, in the right-of-ways were based on a 3P cruise for estimating board foot volume. Twenty three sample trees were randomly selected. Bigleaf maple in all Regeneration Harvest Areas were based on a 100% cruise for estimating board foot volume. A map showing the location of the plots and sample trees is available at the Springfield Interagency Office.

With respect to merchantable Douglas-fir; the average tree is 14.0" DBHOB; the average log contains 54 bd. ft.; the total gross merch volume is approximately 12,245 MBF; and 95% recovery is expected.

<u>CUTTING AREA:</u> Approximately 335 acres shall be regeneration harvested, 178 acres partially harvested, and approximately 7.6 acres of right-of-way shall be cleared.

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 Right-of-Way and Road Use Agreement E-387 between Weyerhaeuser Timber Holdings, Inc. and the United States. In the use of private roads, and in the use of tailholds, yarding wedges, and guybacks, the Purchaser shall enter into a license agreement with Weyerhaeuser Timber Holdings, Inc. The license agreement shall be delivered to Weyerhaeuser Timber Holdings, Inc. for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

<u>ROAD MAINTENANCE:</u> The Purchaser shall pay road use fees of \$88.00 to Weyerhaeuser Timber Holdings, Inc. The Purchaser shall pay the BLM a road maintenance fee of \$8,679.79 and rockwear fee of \$23,820.88. See the Exhibit D map for specifications of road maintenance responsibility. Only the map page of the Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

Blue Lite Special Parcel No. 2

minus and 300 CY of 3" minus) is required. Additional road reinforcement (rocking) may be required for wet weather haul and will be at the Purchaser's expense.

ROAD CONSTRUCTION:

Spurs 29A, 29B, 29C, 29D, 29E, 33A; Road Nos. 21-2-29 connector, 21-2-29.1 Ext., 21-2-31.2 Ext.

Length: 5.92/66.24 Stations

Class: SN-14/SN-16

Special Requirements: Operations limited to periods of dry weather.

ROAD RENOVATION:

Road Nos. 21-2-29, 21-2-29.2, 21-2-29.5, 21-2-29.6, 21-2-31, 21-2-31.2, 21-2-33, 21-2-33.1, 21-2-33.2, 21-2-33.3

Length: 355.49/176.88 Stations

Class: SN-14/SN-16

Special Requirements: Operations limited to periods of dry weather. Installation of stream culverts will be limited to the ODFW in-stream work window June1 – October 31, unless a waiver is obtained from ODFW to allow work outside of this time.

ROAD IMPROVEMENT:

Road No. 21-2-29.1

Length: 19.65 Class: SN-16

Special Requirements: Operations limited to periods of dry weather.

Rock Source: Section 33 Quarry (T. 21 S., R. 2 W., Section 33, W.M.)

Surfacing Estimated Quantities (CY truck measure)

3/4" Minus	1-1/2" Minus	3" Minus	Jaw Run
1,347	8,226	2,855	5,235

CULVERTS:

<u>Diameter:</u>	<u>Length:</u>	Quantity:
18"	2390'	65
24"	355'	10
30"	40'	1

Total Estimated Exhibit C Road Costs (construction, renovation, and improvement): \$806,177.83

ROAD DECOMMISSIONING:

Spurs 29C, 29D, 29E, 33A, and Road Nos. 21-2-29.5 and 21-2-31.2 Ext.

Barriers: 6

Estimated Cost of Decommissioning: \$2,288.22

Special Requirements: Operations limited to periods of dry weather.

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

<u>SPECIAL PROVISIONS</u>: The contract will contain special provisions regarding quarry development, road construction, road renovation, and road improvement, road maintenance, logging methods, prevention of erosion, logging residue reduction, snag creation, road decommissioning, and submission of a written logging plan specifying landing locations and logging schedule.

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

OTHER SPECIAL REQUIREMENTS:

- 1. No felling, yarding, or loading, is permitted in or through the Reserve Area shown on Exhibit A, except in Special Yarding Areas.
- 2. No harvest activites shall be conducted in the Partial Harvest Areas during sap flow from April 1 to June 15 of each year, unless otherwise approved by the Authorized Officer.
- 3. The Purchaser shall be required to control traffic during active operations.

Blue Lite Special Parcel No. 2

- 4. No parking or operations in or through the Special Protection Area.
- 5. Loads over the maximum legal gross weight limit shall use the equipment haul route shown on Exhibit C.
- 6. No haul or equipment access is permitted on Road No. 21-2-29 west of the Impassable location.
- 7. Long reaches, intermediate supports, and lift trees will be needed during cable operations.
- 8. Tailholds and lift trees must remain on BLM when yarding the northern and western portions of Regeneration Harvest Area 1.
- 9. The Purchaser shall be required to cut and process non-merchantable trees in the Regeneration Harvest Areas.
- 10. Upon completion of yarding, Purchaser shall create five hundred thirteen (513) snags by topping and girdling.
- 11. Whole tree yarding, or yarding with tops attached, will be required in the Regeneration Harvest Areas, unless otherwise approved by the Authorized Officer.
- 12. In the Partial Harvest Areas, felled trees shall be bucked into log lengths not to exceed forty-one (41) feet before yarding.
- 13. The Purchaser shall be required to clean logging, road, decommissioning, and slash piling equipment prior to entry on BLM lands.
- 14. The Purchaser shall provide a map of requested skyline corridor and skid trail locations, a minimum of seven (7) working days in advance of cutting.
- 15. At the completion of yarding, the Purchaser shall decompact skid trail prisms.
- 16. The Purchaser shall perform logging residue reduction and site preparation work, to include hand piling, machine piling, piling at landings, and along roadsides, covering, slashing, and pile burning.
- 17. The Purchaser shall be required to spread BLM-provided seed and mulch, at culverts and designated areas.
- 18. The Purchaser will be required to file a Notification of Operations with the Oregon Department of Forestry office for all harvest operations and road construction, renovation, and maintenance on BLM and Private lands.

<u>OPTIONAL CONTRIBUTION</u>: The Purchaser will have the option of performing pile burning and mop-up, or contributing \$21,465.09 in lieu thereof. The option must be declared prior to contract execution. Piling, slashing, and covering are not included in the Optional Contribution and will remain the responsibility of the Purchaser.

NARRATIVE DESCRIPTION OF HOW TO GET TO SALE AREA:

<u>To Regeneration Harvest Area No. 1 and Partial Harvest Area No. 1</u>: From Cottage Grove, proceed southeast on Mosby Creek Road for approximately 9 miles to the junction of Road No. 21-2-31. Proceed east on Road No. 21-2-31 for approximately 0.5 mile to the junction with Road No. 21-2-31.2. Follow Road No. 21-2-31.2 to Regeneration Harvest Area No. 1 and Partial Harvest Area No. 1.

<u>To Regeneration Harvest Area No. 2 and Partial Harvest Area No. 3:</u> From Regeneration Harvest Area No. 1, proceed back to the junction of Road No. 21-2-31. Proceed east on Road No. 21-2-31 for approximately 1 mile to Regeneration Harvest Area No. 2. To access Partial Harvest Area No. 3, continue east on Road No. 21-2-31 for approximately 0.4 mile.

UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Land Management

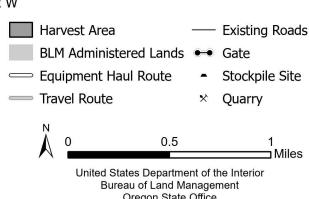
BLUE LITE SPECIAL Timber Sale Contract No. ORN05-TS23-553 T. 21 S., R. 2 W., Sec. 29, 32, 33 Will. Mer., Northwest Oregon District



NARRATIVE DESCRIPTION OF HOW TO GET TO SALE AREA:

To Regeneration Harvest Area No. 1 and Partial Harvest Area No. 1: From Cottage Grove, proceed southeast on Mosby Creek Road for approximately 9 miles to the junction of 21-2-31. Proceed east on 21-2-31 for approximately 0.5 mile to the junction with 21-2-31.2. Follow 21-2-31.2 to Regeneration Harvest Area No. 1 and Partial Harvest Area No. 1.

To Regeneration Harvest Area No. 2 and Partial Harvest Area No. 3: From Regeneration Harvest Area No. 1, proceed back to the junction of 21-2-31. Proceed east on 21-2-31 for approximately 1 mile to Regeneration Harvest Area No. 2. To access Partial Harvest Area No. 3, continue east on 21-2-31 for approximately 0.4 mile.



Oregon State Office P.O. Box 2965 Portland, Oregon 97208-2965

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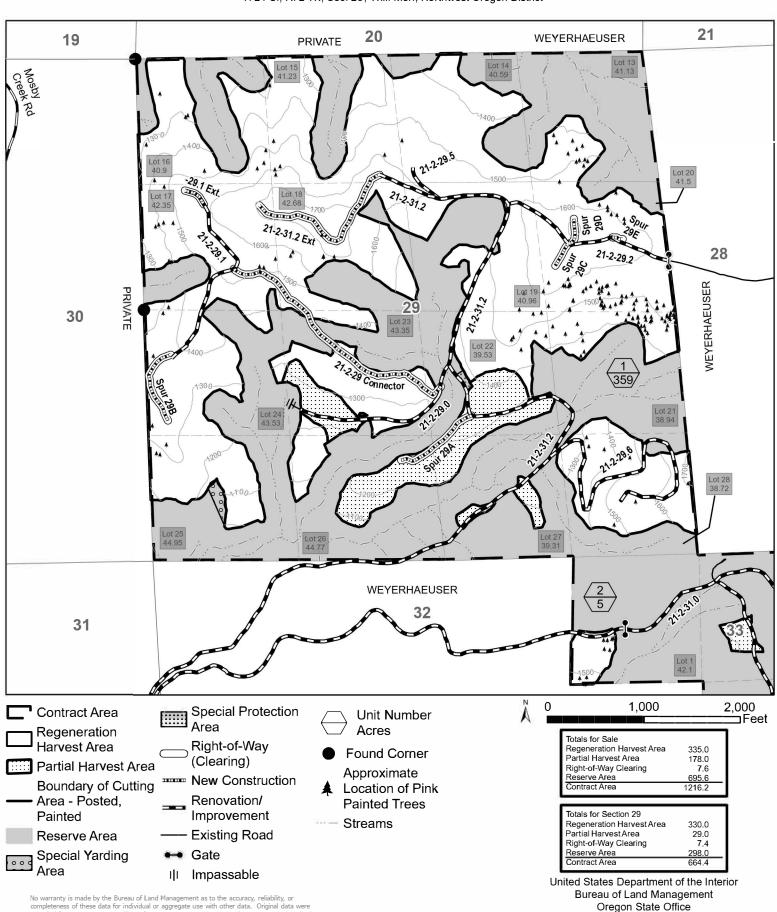
Seasonal Restriction Matrix

Restricted Times

Restricted Activity:		Jan Feb		N	Mar Apr		Apr May		Jı	June		ıly	Aug		Sept		pt Oct		Nov		Dec		
Restricted Activity.	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1 15
Road Construction, Renovation, Improvement Decommissioning, Mechanized Felling, and Ground based yarding																							
October 15 – June 1	X	X	X	\bigvee	\nearrow	\bigvee	X	\bigvee	X	X										\times	X	$\mid X \mid$	\times
 May vary due to weather conditions; soil moisture still overrides weather conditions 																							
Partial Harvest Area Yarding																							
 April 1 to June 15, both days inclusive 							\times	\bigvee	X	X	\bigvee												
 Sap flow restrictions may be conditionally waived at the discretion of BLM 																							
Stream Culvert Installation																							
 October 31 to June 1, both days inclusive 	\times	\bigvee	\searrow	\bigvee	\bigvee	\bigvee	\searrow	\bigvee	\bigvee	\setminus											\times	X	\searrow

UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Land Management

BLUE LITE SPECIAL Timber Sale Contract No. ORN05-TS23-553 T. 21 S., R. 2 W., Sec. 29, Will. Mer., Northwest Oregon District

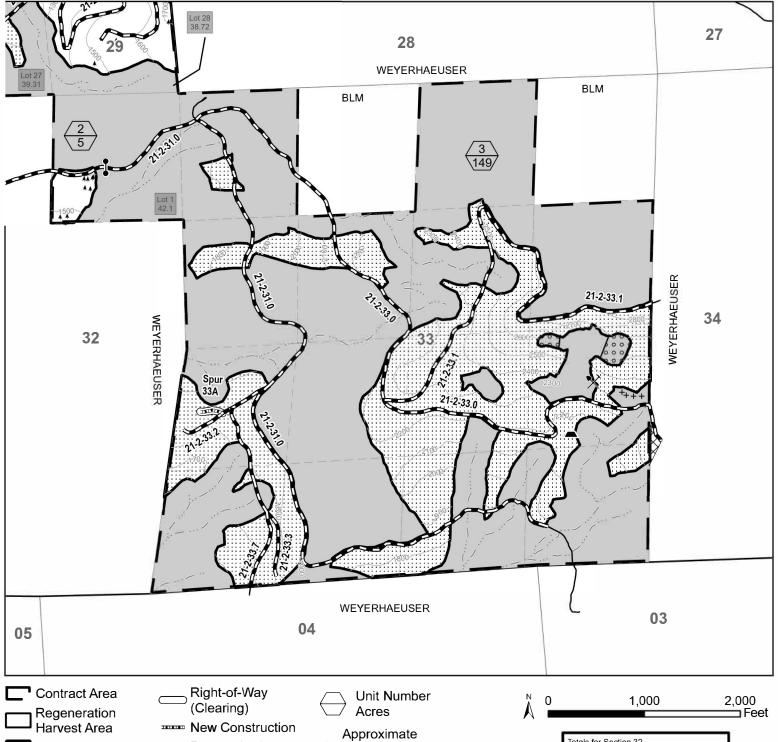


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UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Land Management

BLUE LITE SPECIAL Timber Sale Contract No. ORN05-TS23-553 T. 21 S., R. 2 W., Sec. 32 & 33, Will. Mer., Northwest Oregon District





Reserve Area

Area

Yarding Wedge

Renovation/
Improvement
Existing Road

Gate

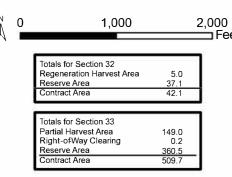
·· - Streams

Location of Pink
Painted Trees

Approximate
Location of Blue
Marked Trees

Stockpile Site

💙 Quarry



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Form 5450-3a (February 1986)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Contract No.

ORN05-TS23-553

EXHIBIT B

LUMP SUM SALE

Blue Lite Special

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

SPECIES	ESTIMATED VOLUME OR QUANTITY (Units Specified)	PRICE PER UNIT	AMOUNT OF ESTIMATED VOLUME OR QUANTITY X UNIT PRICE
Douglas-fir Incense-cedar Western hemlock Grand fir Western redcedar Bigleaf maple	11,731.0 MBF 193.0 MBF 171.0 MBF 64.0 MBF 47.0 MBF 2.0 MBF		
TOTALS	12,208.0 MBF		

2.0 MBF 9,534.0 MBF

The apportionment of the total purchase price is as follows:

Partial Harvest Area No. 1 – 29.0 Acres Douglas-fir Grand fir Incense-cedar Western hemlock	(13.2 MBF/Acre) 378.0 MBF 3.0 MBF 2.0 MBF 1.0 MBF 384.0 MBF
Partial Harvest Area No. 3 – 149.0 Acres Douglas-fir Grand fir Incense-cedar Western cedar	(13.2 MBF/Acre) 1,941.0 MBF 13.0 MBF 11.0 MBF 5.0 MBF 1,970.0 MBF
Regen Harvest Area No. 1 – 330.0 Acres Douglas-fir Incense-cedar Western hemlock Grand fir Western redcedar	(28.9 MBF/Acre) 9,099.0 MBF 177.0 MBF 168.0 MBF 47.0 MBF 41.0 MBF

Regen Harvest Area No. 2 – 5.0 Acres (29.0 MBF/Acre)

Bigleaf maple

Douglas-fir	138.0	MBF
Incense-cedar	3.0	MBF
Western hemlock	3.0	MBF
Grand fir	1.0	MBF
	145.0	MBF

Form 5450-3a (February 1986)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Contract No.

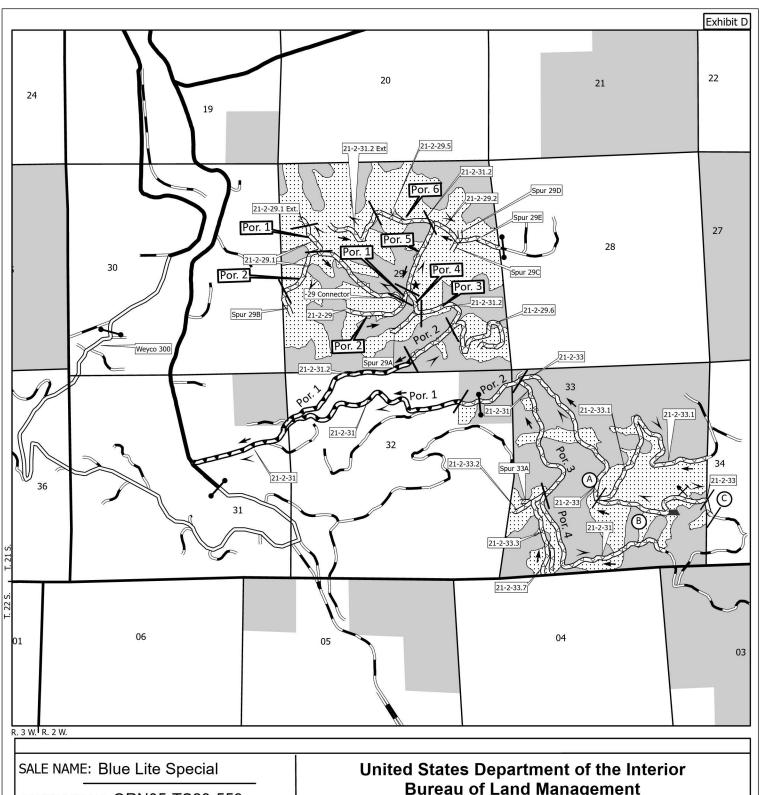
ORN05-TS23-553

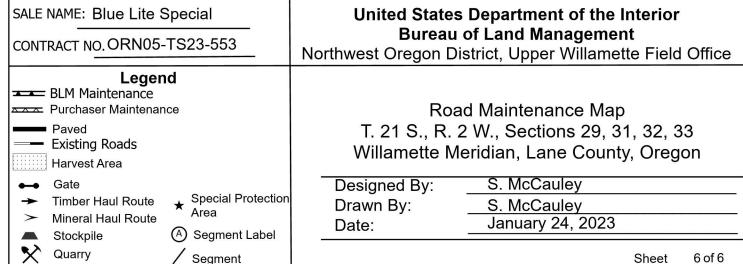
EXHIBIT B

LUMP SUM SALE

Blue Lite Special

SPECIES	ESTIMATED VOLUME OR QUANTITY (Units Specified)	PRICE PER UNIT	AMOUNT OF ESTIMATED VOLUME OR QUANTITY X UNIT PRICE
Continued, page 2			
, 1 - 3 -			
Right-of-Way Area No. 1 – 7 Douglas-fir	7.4 Acres (22.8 MBF/Acre)		
Right-of-Way Area No. 3 – 0 Douglas-fir	0.2 Acres (30.0 MBF/Acre) 6.0 MBF 6.0 MBF		





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

- (a) All timber on the Reserve Areas shown on Exhibit A, which is attached hereto and made a part hereof, and all orange painted and posted trees which are on or mark the boundaries of the Reserve Areas, except approximately seventy-three (73) trees marked for cutting and removal heretofore by the Government with blue paint above and below stump height in the Approximate Location of Blue Marked Trees as shown on the Exhibit A. Exhibit A contains 2 sheets.
- (b) All trees marked with orange paint above and below stump height in the Harvest Areas shown on Exhibit A.
- (c) All trees marked with pink paint above and below stump height in the Approximate Location of Pink Painted Trees shown on Exhibit A. Pink Painted Trees felled for safety or operational reasons shall remain on site. Where necessary for safety or operational reasons, Pink Painted Trees may be bucked into shorter lengths and/or moved within the unit as close to where felled as safely possible.
- (d) All existing decay class 1-2 down wood and snags greater than 20 inches in diameter at the large end and greater than 20 feet in length in the Regeneration Harvest Areas, Partial Harvest Areas, and Special Yarding Areas shown on Exhibit A. Decay classes are illustrated on Exhibit I and Exhibit L, which are attached hereto and made a part hereof. Where necessary for safety or operational reasons, such down woody material and snags may be felled and/or bucked into shorter lengths and/or moved within the unit.
- (e) All existing decay class 3-5 down wood and snags in the Harvest Areas, and Special Yarding Area shown on Exhibit A. Decay classes are illustrated on Exhibit I and Exhibit L. Where necessary for safety or operational reasons, such down woody material and snags may be felled and/or bucked into shorter lengths and/or moved within the unit.
- (f) In the Harvest Areas and Special Yarding Areas shown on Exhibit A, all oaks and pines which do not present a safety hazard, or where felling is not needed for operational activities, as determined by the Authorized Officer. All oaks and pines that are felled for safety and operational reasons shall remain on site. Where necessary for safety or operational reasons, oaks and pines may be bucked into shorter lengths and/or moved within the unit as close to where felled as safely possible.
- (g) In the Partial Harvest Areas and Special Yarding Areas shown on Exhibit A, all Pacific yew and hardwood trees which do not present a safety hazard, or where cutting is not needed for operational activities, as determined by the Authorized Officer. All Pacific yew and hardwood trees that are felled for safety and operational reasons shall remain on site. Where necessary for safety or operational reasons, Pacific yew and hardwood trees may be bucked into shorter lengths and/or moved within the unit as close to where felled as safely possible.

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 he plans to begin operations. This written notification must be received by the Authorized Officer no less than 14 days prior to the date the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of 10 or more days.
- (2) Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A pre-work conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan.
- (3) 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, including timber falling. Roads shall not be blocked by such operations for more than 20 minutes.
- (4) No felling, yarding, or loading is permitted in or through the Reserve Areas shown on Exhibit A, except when yarding through Special Yarding Areas shown on Exhibit A.

- Where necessary for safety or operational reasons, corridor and skid trail trees shall be cut and removed in accordance with Section 44(a)(17).
- (5) In the Special Protection Area shown on Exhibit A, no parking of vehicles or equipment, and no operations are allowed, including, but not limited to, felling, yarding, road renovation, and road maintenance.
- (6) No timber haul or equipment access is permitted on Road No. 21-2-29 west of the Impassable location as shown on the Exhibit A.
- (7) In the Regeneration Harvest Areas shown on Exhibit A, all hardwoods except when reserved in Section 43(g), more than six (6) inches in diameter shall be felled concurrently with all other trees designated for cutting. All tops and branches must be free of the central stem to the extent that it is within a maximum of twenty (20) inches of the ground at all points.
- (8) In the Partial Harvest Areas shown on Exhibit A, no harvest activities shall be conducted from April 1 to June 15 of each year, both days inclusive, for sap flow, unless otherwise requested and approved in writing by the Authorized Officer.
- (9) Mechanized felling and ground-based yarding shall occur between June 1 October 15, or as approved by the Authorized Officer.
- (10) In the Regeneration Harvest Areas shown on Exhibit A, all trees designated for cutting shall be felled to the lead, whole tree yarded, or yarded with tops attached, unless otherwise approved by the Authorized Officer. Trees shall be directionally felled away from Reserve Areas, orange painted trees, Special Protection Area, and Pink Painted Trees, except when necessary for safety or operational reasons.
- (11) In the Partial Harvest Areas shown on Exhibit A, all trees designated for cutting shall be felled to the lead and bucked into log lengths not to exceed 41 feet before being yarded unless otherwise approved by the Authorized Officer. Trees shall be directionally felled away from Reserve Areas, except when necessary for safety or operational reasons.
- (12) At all landings of the Regeneration Harvest Areas as shown on Exhibit A, all non-merchantable logs (including hardwoods) more than 8 inches in diameter at the large end and exceeding 8 feet in length shall be decked at a location designated by the Authorized Officer.
- (13) 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 in writing by the Authorized Officer.
- (14) In the Regeneration Harvest Areas, Partial Harvest Areas, and Special Yarding Areas shown on Exhibit A, felling and yarding may be done with ground based equipment on slopes of 35% or less. Felling and yarding may be done with specialized ground based equipment on slopes up to 50%. The specialized ground based equipment shall be approved by the Authorized Officer prior to the start of mechanized felling and yarding operations. Only purpose-built carriers with boom-mounted felling heads may be approved. Purpose-built carriers may be of articulated, rubber-tired design, or the leveling track-mounted design.
- (15) In the Regeneration Harvest Areas, Partial Harvest Areas, and Special Yarding Areas shown on Exhibit A, all slopes greater than 35% (or 50% if specialized ground based equipment is used as stated in Section 44(a)(14)) shall be yarded with a carriage equipped skyline system capable of laterally yarding at least 75 feet from the skyline road. The carriage shall be capable of being held in position on the skyline during lateral yarding. During yarding, the lead end of the logs shall be suspended clear of the ground. Intermediate supports and/or lift trees may be needed.
- (16) Before clearing any skid trail or skyline road necessary for yarding, the Purchaser shall:
 - (aa) Space designated skid trails or skyline roads at a minimum of 150 feet apart unless approved by the Authorized Officer. Parallel settings are preferred if topography allows.
 - (bb) Mark the location of the skid trail or skyline road on the ground with fluorescent pink plastic flagging. Such skid trails or skyline roads shall be limited to the minimum width necessary for yarding of logs. The width of each skid trail or skyline road shall not exceed 12 feet.

- (cc) Place skyline roads and skid trails on the landscape to avoid disturbance to reserved trees where feasible.
- (dd) Provide a map of requested skyline road and skid trail locations a minimum of 7 working days in advance of cutting to obtain approval of the locations from the Authorized Officer. Proposed skid trails and skyline roads shall remain free from felled trees until approved.
- (17) Before cutting and removing any reserve trees necessary to facilitate logging in the Harvest Areas and Special Yarding Areas shown on Exhibit A, the Purchaser shall identify the location of the skid trails and skyline roads in accordance with Section 44(a)(16) and tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the prework 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 skyline 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 skyline road shall be limited to 12 feet.
 - (bb) The Purchaser may immediately cut and remove additional timber to clear skid trails and skyline roads; and 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(b) of the contract or sufficient bonding has been provided in accordance with Section 3(d) 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 one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract, or in accordance with 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.
 - (ff) The Government may reserve trees previously designated for cutting and removal by applying orange paint in the Harvest Areas above and below stump height and the letter "R" on two sides of the trees as replacements for additional trees cut and removed for skid trails, and/or skyline roads, when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescription. This may include the replacement of trees damaged by storm events, insects, or disease.

The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.

- (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 Harvest Areas and Special Yarding Areas 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) Pink Painted Trees felled for safety or operational reasons shall not be removed, in accordance with Section 43(c).
 - (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 chain saw. The stump shall be marked by hanging flagging so that the stump can be visually located from a distance of not less than 50 feet. The Purchaser shall also paint an identifiable "X" on the butt log. The butt log shall remain on the contract area until such time as the Authorized Officer has scaled such additional timber and authorizes removal from the contract area.
 - (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(b) or 3(f) 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(b) or 3(f) of the contract have been made.
 - (ee) The permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:
 - (1) Failed to properly mark any stump with the "X" cut.
 - (2) Failed to identify the location of any stump.
 - (3) Cut any reserve tree in or adjacent to skyline yarding corridors that was not necessary to facilitate skyline yarding.
 - (4) Cut any reserve tree in or adjacent to tractor skid trails that was not necessary to facilitate ground based yarding.
 - (5) Failed to properly segregate any pulled over tree that was yarded to the landing.
 - (6) 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.
 - (7) Cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
 - (8) Cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.
 - (9) 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 Purchaser shall inform the Authorized Officer at least five 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 skyline yarding and/or ground based equipment skid trails upon which timber may be cut and removed in accordance with this special provision must be needed for the removal of timber sold under this contact 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 ten (10) inches, prior to the removal of timber from the contract area. All loads of eleven (11) logs or more will have a minimum of ten (10) logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs will be branded on loads of ten (10) logs or less. One end of all branded logs to be processed domestically will be marked with a three (3) square inch spot of highway yellow paint. The purchaser will stop trucks for accountability monitoring at mutually agreed upon locations when notified by the Authorized Officer.

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

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

(b) Road Construction, Renovation, Improvement, Use and Maintenance

- (1) The Purchaser shall construct Spurs 29A, 29B, 29C, 29D, 29E, 33A, Road Nos. 21-2-29 Connector, 21-2-29.1 Ext., 21-2-31.2 Ext.; renovate Road Nos. 21-2-29, 21-2-29.2, 21-2-29.5, 21-2-29.6, 21-2-31, 21-2-31.2, 21-2-33, 21-2-33.1, 21-2-33.2, 21-2-33.3, 21-2-33.7; improve Road No. 21-2-29.1 in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Exhibit C contains 44 sheets.
- (2) Prior to removal of any timber, except right-of-way timber, the required construction, renovation and/or Improvement of the haul route for that timber shall be completed as specified in Exhibit C. The required construction, renovation, and/or improvement of roads shall occur between June 1 and October 31, and are subject to dry conditions as determined by Authorized Officer.
- (3) Culvert replacement/installation/removal on streams shall be completed between
 June 1 and October 31 (both days inclusive). Culvert work 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) Prior to any quarry operations, the Purchaser shall provide a quarry development plan which must be reviewed on site with the Authorized Officer and the contractor performing the drilling, blasting, and crushing.
- (5) The Purchaser shall furnish and place 300 cubic yards of 3" minus and 300 cubic yards of 1 ½" minus surface maintenance rock in accordance with Special Provision 2, Exhibit D, which is attached hereto and made a part hereof. Exhibit D contains 6 sheets. Road reinforcement (rocking) and additional maintenance that may be required for wet weather haul shall be at the Purchaser's expense.
- (6) BLM Maintenance: The Purchaser is authorized to use the roads listed below and shown on Exhibit D, which are under the jurisdiction of the Bureau of Land Management, for the removal of Government timber sold under the terms of this contract, and/or the hauling of rock as required in Exhibits C and D, provided that the Purchaser pay the required maintenance and/or rockwear obligations described in Section 44(b)(9) and 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.	Length	Road	Road
and Segment	Miles Used	<u>Ownership</u>	Surface Type
21-2-31 por. 1	1.56	BLM	Rock
21-2-31.2 por. 1	0.77	BLM	Rock

(7) 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, and/or Weyerhaeuser Timber Holdings, Inc. for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibits C and D, provided that the Purchaser comply with the conditions set forth in Section 44(b)(8) and Section 44(b)(12) and pay the required rockwear obligation described in Section 44(b)(10). The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification to the contract.

Road No.	Length	Road	Road
and Segment	Miles Used	Ownership	Surface Type
Spur 29A	0.17	BLM	Rock
Spur 29B	0.16	BLM	Rock
Spur 29C	0.05	BLM	Rock
Spur 29D	0.05	BLM	Rock
Spur 29E	0.02	BLM	Rock
Spur 33A	0.04	BLM	Rock
21-2-29 Connector	0.49	BLM	Rock
21-2-29	0.34	BLM	Rock
21-2-29.1	0.13	BLM	Rock
21-2-29.1 Ext.	0.08	BLM	Rock
21-2-29.2	0.34	BLM	Rock
21-2-29.5	0.08	BLM	Rock
21-2-29.6	0.68	BLM	Rock
21-2-31 por.	1.79	BLM	Rock
21-2-31.2 por.	1.24	BLM	Rock
21-2-31.2 Ext.	0.30	BLM	Rock
21-2-33 Seg. A-B	1.47	BLM	Rock
21-2-33 Seg. C	0.07	WY	Rock
21-2-33.1	1.07	BLM	Rock
21-2-33.2	0.17	BLM	Rock
21-2-33.3	0.34	BLM	Rock
21-2-33.7	0.16	WY	Rock
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- WY = Weyerhaeuser Timber Holdings, Inc.
- (8) Except for the road maintenance in accordance with Section 44(b)(6), the Purchaser shall perform any required road repair and maintenance work on roads used by purchaser, under the terms of Exhibit D, "Road Maintenance Specifications", of this contract.
- (9) The Purchaser shall pay to the Government a road maintenance obligation in the amount of Eight Thousand Six Hundred Seventy-nine and 79/100 dollars (\$8,679.79) for the transportation of timber included in the contract price over the roads listed in Section 44(b)(6).
 - This road maintenance fee 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 Authorized Officer may allow the Purchaser to make the payment in installments of not less than One Thousand and 00/100 dollars (\$1,000.00) in the same manner as and together with payments required in section 3 of this contract.
- (10) The Purchaser shall pay to the Government a road maintenance obligation for rockwear in the amount of Twenty-three Thousand Eight Hundred Twenty and 88/100 dollars (\$23,820.88) for the transportation of timber included in the contract price over the roads listed in Section 44(b)(6) and 44(b)(7).

The rockwear fee 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 Authorized Officer may allow the Purchaser to make the payment in installments of not less than One Thousand and 00/100 dollars (\$1,000.00) in the same manner as and together with payments required in Section 3 of this contract.

- (11) In the renovation, use, and/or maintenance of Road Nos. 21-2-33 Seg. C and 21-2-33.7, and use of tailholds, guybacks and yarding wedges, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. E-387 between the United States of America and Weyerhaeuser Timber Holdings, Inc. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed License Agreement. Default by the Purchaser of said Right-of-Way and Road Use Agreement, or any License Agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. Said agreement is available for inspection at the Bureau of Land Management, Springfield Interagency Office, 3106 Pierce Parkway Suite E, Springfield, Oregon. Such conditions include but are not limited to the following actions by the Purchaser:
 - (aa) Obtain a license agreement from Weyerhaeuser Timber Holdings, Inc. The license agreement, bond and insurance certificate shall be delivered to Weyerhaeuser Timber Holdings, Inc. at least 15 days prior to use of company roads.
 - (bb) Furnish a performance bond in the amount of Ten Thousand and 00/100 dollars (\$10,000.00).
 - (cc) Maintain comprehensive liability insurance covering all operations, including vehicles, in amounts not less than One Million and 00/100 dollars (\$1,000,000.00) bodily injury for injury to any one person, One Million and 00/100 dollars (\$1,000,000.00) for any one occurrence, and One Million and 00/100 dollars (\$1,000,000.00) property damage for any one occurrence.
 - (dd) Pay a lump sum road use fee of Eighty-eight and 00/100 dollars (\$88.00) prior to log hauling. Additional road use fees may be due as a result of modification volume to the contract.
 - (ee) The Purchaser shall maintain Road Nos. 21-2-33 Seg. C and 21-2-33.7 in accordance with Section 44(b)(8).
- (12) 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)(7) 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.
- (13) The Purchaser also agrees that if he elects to use any private road which is the subject of a right-of-way agreement with the Government, for the removal of Government timber sold under the terms of this contract, he shall request and agree to the modification of this contract to provide for such use.

(c) Environmental Protection

- (1) The Purchaser shall be required to clean logging, piling, road, and decommissioning equipment to remove dirt and plant debris that may contain noxious weed seeds from the undercarriage, tracks and tire treads prior to entry on BLM. The Authorized Officer shall require inspection of equipment to see that it was cleaned prior to arrival on site.
- (2) Snag Creation
 - (aa) Snag creation shall be completed within 90 days upon receiving notification from the Authorized Officer.
 - (bb) Purchaser shall select and top 154 trees and girdle 359 standing trees greater than 20 inch DBH. Location of selected trees shall be in accordance with and approved in writing by the Authorized Officer. Portions of trees topped shall remain reserved.
 - (cc) Purchaser shall top trees at a height between 40 and 60 feet. Trees shall have the top completely severed.

- (dd) The Purchaser shall girdle the stem of the tree at a height of 2 to 5 feet from the ground line. The Purchaser shall complete three parallel cuts spaced 10 to 12 inches apart around the entire stem of the tree for each girdle. The Purchaser shall make cuts to penetrate into the wood and cambium layer of the tree. Trees selected shall be greater than 20 inch DBH or as directed by the Authorized Officer.
- (ee) No adjustment of volume or value shall be made to meet these requirements.
- (ff) The Purchaser shall tally all trees by diameter class and species on a daily basis. The tally may be requested by the Authorized Officer at any time during falling/girdling operations. At the end of falling/girdling operations, a completed tree tally shall be submitted to the Authorized Officer.
- (3) Cable yarding corridors shall be waterbarred and covered with slash immediately after use if necessary to prevent erosion, as determined by the Authorized Officer.
- (4) Upon each season's shutdown and prior to fall rains, the Purchaser shall block skid trails and shall place them in an erosion-resistant condition by constructing drainage dips, waterbars, and/or lead-off ditches. 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 and waterbars shall be completed as directed by the Authorized Officer.
- (5) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall, upon completion of hauling and yarding, complete skid trail and road decommissioning measures according to the table below. Skid trail and road decommissioning shall be completed during the dry season, typically between June 1 and October 31, as determined by the Authorized Officer.
 - (aa) Purchaser shall decompact skid trails to a depth of 18 inches with decompaction equipment such as a track-mounted excavator with ripping teeth and an opposable thumb. The Purchaser shall minimize damage to residual tree roots. The Purchaser shall decompact the entire skid trail prism. Slash and debris shall be pulled on top of the decompacted skid trails as directed by the Authorized Officer. If equipment other than an excavator is used, it shall be approved by the Authorized Officer. It shall also be cabaple of decompacting to the required depth and provide lateral shatter of compacted layer.
 - (bb) Purchaser shall construct drainage dips, waterbars and/or lead off ditches as directed by the Authorized Officer. Waterbars and drainage dips shall be placed upslope of crossdrains and stream culverts and be constructed in accordance with the specifications shown on Exhibit H.
 - (cc) The Purchaser shall block skid trails and roads with root wads, logs, and/or slash as directed by the Authorized Officer.

Roads	Surface	(aa) Decompact and Place Log Slash	(bb) Drainage	(cc) Block
Skid Trails	Natural	X	X	Χ
Spur 29D	Rock		X	Χ
Spur 29E	Rock		Х	Χ
Spur 29C	Rock		Χ	Χ
Spur 33A	Rock		X	Χ
21-2-29.5	Rock		Х	Χ
21-2-31.2 Ext.	Rock		Х	Χ

(d) Fire Prevention

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

(e) Logging Residue Reduction

- (1) In addition to the requirements of Sections 15 and 26 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following logging residue reduction and/or site preparation measures required by this contract: Perform logging residue reduction and site preparation work on approximately one hundred fifty-nine (159) acres of Regeneration and Partial Harvest Areas. Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of purchaser's operations under the terms of this contract.
 - (aa) Prior to commencement of any logging residue reduction and/or site preparation, a pre-work conference between the Purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All logging residue reduction and/or site preparation shall be done in accordance with the plans developed at the pre-work conference.
 - (bb) Machine pile and cover slash within ground-based harvested portions of the Regeneration Harvest Areas as directed by the Authorized Officer. Slash shall be piled by a machine equipped with a hydraulic thumb or a controllable, grapple head. If the purchaser elects to cable yard areas that were planned for ground-based harvest (areas less than 35% slope) and the slash exceeds 6 inches in depth, piling will be required as directed by the Authorized Officer.
 - (1) Unmerchantable logs greater than six (6) inches on the small end shall be left in place or positioned so that they will not be burned.
 - (2) Machine piles shall be located as far as possible from reserve trees, culverts, or unit boundaries to minimize damage.
 - (3) Machine piles shall be kept free of dirt and other non-woody debris and constructed as compactly as possible. 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. Slash left on the ground shall not exceed 6 inches in depth.
 - (4) All piles shall be covered with black six (6) Mil polyethylene plastic to cover at least fifty (50) percent of the surface of each pile, minimum plastic size of 10' x 10' cover. Plastic shall be held in place with woody debris and tied with combustible cord. The plastic must be secured so that it is held in place during strong wind conditions and maintains coverage for at least one year. The Purchaser is required to furnish the covering materials. Covering shall be completed at the time of piling or as directed by the Authorized Officer.
 - (5) Harvest Areas shall be piled during the same season that they are logged, unless otherwise directed by the Authorized Officer.
 - (cc) Hand pile and cover all slash situated within 12 acres of the Regeneration Harvest Areas as directed by the Authorized Officer. Slash shall be piled by hand. Finished piles shall be tight and free of dirt.
 - (1) Hand piles shall be located as far as possible from reserve trees or unit boundaries to minimize damage. Slash shall not be piled on down logs, stumps, drainage ditches, turnouts, shoulders, cut banks, or within 10 feet of any other pile.
 - (2) Slash between two (2) inches and six (6) inches in diameter on the large end, having a minimum length of two (2) feet shall be piled as directed by Authorized Officer. Piles shall be constructed by aligning individual pieces in the same direction and placing the heavier slash on top. Piles shall have a stable base to prevent toppling. The long axis of individual pieces shall be oriented up and down the slope. Pile size shall be a maximum of 8 feet in diameter by 8 feet in height, and minimum pile size shall be 6 feet in diameter by 5 feet in height at the time of final inspection by the Government. Slash left on the ground shall not exceed 6 inches in depth.

- (3) All piles shall be covered with black six (6) Mil polyethylene plastic to cover at least ninety (90) percent of the surface of each pile, minimum plastic size of 5' x 5'. There should be an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels. Plastic shall be held in place with woody debris or 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 done at time of piling.
- (4) Harvest Areas shall be piled within 30 days upon receiving notification from Authorized Officer.
- (dd) Pile and cover landing slash and slash within twenty-five (25) feet of all roads within or adjacent to the harvest units. All tops, broken pieces, limbs and debris more than two (2) inches in diameter at the large end and longer than three (3) feet in length shall be piled within fifteen (15) days of completion of hauling logs from that landing. Landing piles shall be kept free of dirt and located at least twenty (20) feet from any reserve tree and/or as directed by the Authorized Officer.
 - (1) All logs greater than six (6) inches in diameter at the large end and longer than eight (8) feet in length shall be decked or windrowed at the location designated by the Authorized Officer, except logs sold and removed from the contract area.
 - (2) Upon completion of landing and roadside piling, the Purchaser shall prepare the piles for burning by securely covering each pile with black six (6) Mil polyethylene plastic. Landing and roadside piles shall be at least fifty (50) percent covered with the covering extending three-quarters of the way down all sides, minimum plastic size of 10' x 10'. There should be an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels. Plastic shall be held in place with woody debris and tied with combustible cord. The plastic must be secured so that it is held in place during strong wind conditions and maintains coverage for at least one year. The Purchaser is required to furnish the covering materials. The timing of this covering work shall be in accordance with instructions from the Authorized Officer. If the structure of the landing piles will not permit adequate consumption of piled debris by burning, the Purchaser shall re-pile them at the direction of the Authorized Officer.
- (2) Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop-up assistance as required herein, and measures required in Section 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, burning, mop-up, and patrol by furnishing, at the Purchaser's own expense, the services of personnel and equipment on harvest area as shown below:
 - (aa) For Igniting, Holding, and Mop-Up of Piles:
 - (1) One (1) work leader (Firefighter Type 1 (FFT1)) to supervise crew and equipment operations, and to serve as Purchaser's representative.
 - (2) Two (2) person crew (Firefighter Type 2 (FFT2)).
 - (3) Sufficient fuel for burning, five (5) drip torches or propane burners, one (1) power saw, and one (1) backpack pump, one (1) tool for each crew member.
 - (4) Radios capable of inter-crew communications and communication with a BLM representative at a ratio of one (1) radio per every five (5) crew members.
 - (5) All ignition, holding, and mop-up personnel will be directly supervised by a BLM representative.

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

This list is available from BLM District Offices upon request.

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

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

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

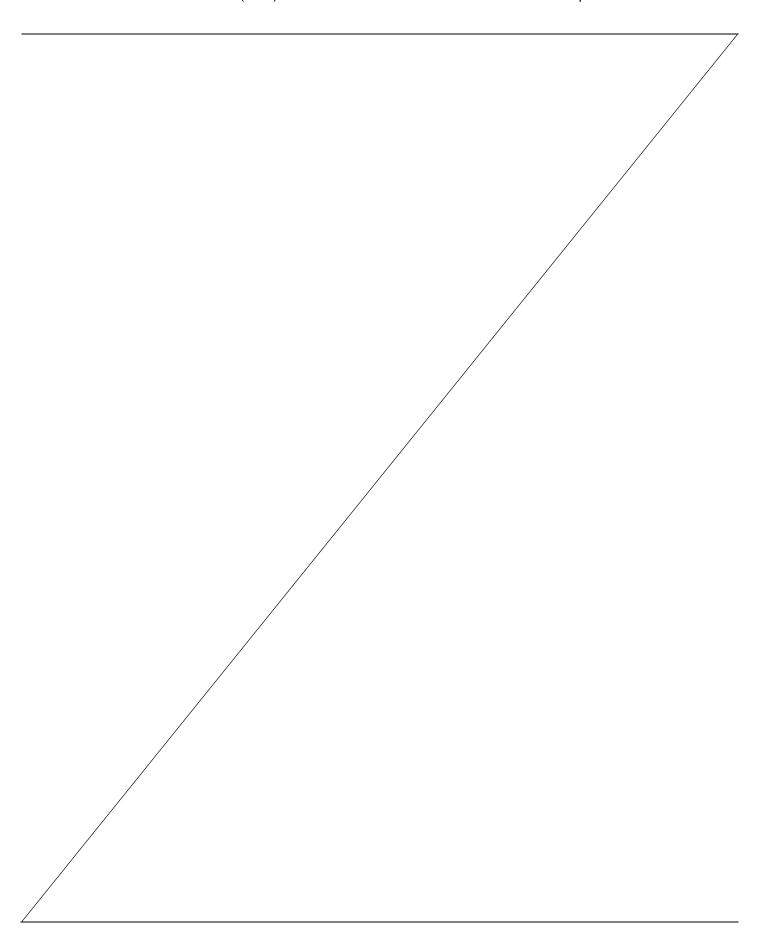
In situations where an escaped fire is controlled and contained by an adequate fire break (i.e., trail, road, stream, rock formation, etc.), the Government may permit the Purchaser to remove personnel for that day; provided that all mop up work on the escaped fire is included with mop up work on the prescribed fire area. In such an event, the Purchaser must sign a statement of agreement to complete mop up work on all escaped fire areas concurrently with mop up work on the prescribed fire area.

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

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

(f) Optional Contributions

(1) The Purchaser shall assist the Government in pile burning of slash in accordance with Section 44(e)(2). The Purchaser shall have the option of completing this work, or in lieu thereof, may make a buyout security deposit to the Bureau of Land Management in the amount Twenty-one Thousand Four Hundred Sixty-five and 09/100 dollars (\$21,465.09), and upon making such deposit, the Purchaser shall be relieved of the pile burning obligations set out in this subsection. The Purchaser shall notify the Authorized Officer of their intention to make this deposit prior to the date of execution of this contract, and the Purchaser shall pay such amount in full prior to the commencement of operations.





United States Department of the Interior Bureau of Land Management

Timber Appraisal

Sale Name: Blue Lite Special Sale Date: Thursday, June 29, 2023

BLM District: NW Oregon DOUnit of Measure:16' MBFContract #:ORN05-TS-2023.0553Contract Term:48 monthsSale Type:AdvertisedContract Mechanism: 5450-003

Lump Sum 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: Cranmer, Kyle M - 5/22/2023 **Approved By:** Barclay, Brian W - 5/25/2023

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Lane	21S	2W	29	Lots 13-28	Willamette
O&C	Lane	21S	2W	32	Lot 1	Willamette
O&C	Lane	215	2W	33	NW1/4NE1/4, S1/2NE1/4, NW1/4NW1/4, S1/2NW1/4, S1/2	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	11,731.0	12,245.0	12,379.0	228,493	2,768	61,653
Incense-cedar	193.0	217.0	222.0	3,504	287	1,839
Western Hemlock	171.0	184.0	202.0	2,433	64	663
Grandfir	64.0	75.0	75.0	1,545	0	502
Western Redcedar	47.0	51.0	52.0	745	85	248
Bigleaf Maple	2.0	2.0	2.0	69	0	23
Totals	12,208.0	12,774.0	12,932.0	236,789	3,204	64,928

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
335.0	178.0	7.6	520.6	23.4

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Stump to Truck	\$3,142,850.00
Transportation	\$983,598.00
Road Construction	\$806,177.83
Maintenance/Rockwear	\$65,120.24
Road Use	\$88.00
Other Allowances	\$98,605.42
Total:	\$5,096,439.49

Logging Costs

Total Logging Cost per MBF: \$417.47

Utilization Centers

Location	Distance	% of Net Volume
Eugene/Springfield	42.0 miles	100 %
F	rofit & Risk	
Profit		11 %
Risk		3 %
Total Profit & Risk	14 %	

Tract Features

Quadratic Mean DBH	14.0 in
Average GM Log	54 bf
Average Volume per Acre	23.4 mbf
Recovery	94 %
Net MBF volume:	
Green	12,208.0 mbf
Salvage	0 mbf
Export	0 mbf
Ground Base Logging:	
Percent of Sale Volume	6 %
Average Yarding Slope	15 %
Average Yarding Distance	200 ft
Cable Logging:	
Percent of Sale Volume	94 %
Average Yarding Slope	60 %
Average Yarding Distance	475 ft
Aerial Logging:	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

Cruise

Cruise Completed September 2022
Cruised By K. Cranmer, B. Dotson
Cruise Method

CRUISE INFORMATION: The timber volumes for Douglas fir, incense-cedar, western hemlock, grandfir and western redcedar in the Partial Harvest Areas and Regeneration Harvest Areas were based on a variable plot cruise for estimating board foot volume. Plots were measured using a 40 basal area factor for a total of 226 plots. The timber volumes for Douglas fir, in the right-of-ways were based on a 3P cruise for estimating board foot volume. Twenty three sample trees were randomly selected. Bigleaf maple in all Regeneration Harvest Areas were based on a 100% cruise for estimating board foot volume. A map showing the location of the plots and sample trees is available at the Springfield Interagency Office.

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF		Appraised Value
Douglas Fir	61,653	11,731.0	\$623.30	\$87.26	\$417.47	\$0.00	\$118.60		\$1,391,296.60
Incense- cedar	1,839	193.0	\$498.42	\$69.78	\$417.47	\$0.00	\$49.90	*	\$9,630.70
Western Hemlock	663	171.0	\$412.98	\$57.82	\$417.47	\$0.00	\$41.30	*	\$7,062.30
Grandfir	502	64.0	\$421.09	\$58.95	\$417.47	\$0.00	\$42.20	*	\$2,700.80
Western Redcedar	248	47.0	\$680.00	\$95.20	\$417.47	\$0.00	\$167.30		\$7,863.10
Bigleaf Maple	23	2.0	\$297.50	\$41.65	\$417.47	\$0.00	\$29.80	*	\$59.60
Totals	64,928	12,208.0							\$1,418,613.10

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

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			1.0 %	43.0 %	49.0 %	7.0 %	
Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill	No. 6 Sawmill	Camp Run
Incense-cedar							100.0 %
Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western Hemlock				53.0 %	41.0 %	6.0 %	
Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western Redcedar					100.0 %

42.0 %

50.0 %

8.0 %

Grandfir

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill	Camp Run
Bigleaf Maple						100.0 %

Blue Lite Special

Unit Summary

ORN05-TS-2023.0553

Unit: PH-1

Species	Net Gross Gross Merch		Gross	# of Trees			
Douglas Fir	378.0	394.0	400.0	3,764			
Grandfir	3.0	3.0	3.0	10			
Incense-cedar	2.0	3.0	4.0	47			
Western Redcedar	1.0	2.0	2.0	16			
Totals:	384.0	402.0	409.0	3,837			

Net Volume/A	cre: 13.2 MBF
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Regeneration Harvest	0.0
Partial Cut	29.0
Right of Way	0.0
Total Acres:	29.0

Unit: PH-3

Species	Net	Gross Merch	Gross	# of Trees	
Douglas Fir	1,941.0	2,024.0	2,053.0	19,337	
Grandfir	13.0	15.0	15.0	55	
Incense-cedar	11.0	15.0	19.0	240	
Western Redcedar	5.0	6.0	7.0	72	
Totals:	1,970.0	2,060.0	2,094.0	19,704	

Net Volume/Acre: 13.2 MBF

Regeneration Harvest	0.0
Partial Cut	149.0
Right of Way	0.0
Total Acres:	149.0

Unit: RH-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	9,099.0	9,503.0	9,601.0	37,283
Incense-cedar	177.0	196.0	196.0	1,529
Western Hemlock	168.0	181.0	199.0	653
Grandfir	47.0	56.0	56.0	430
Western Redcedar	41.0	43.0	43.0	160
Bigleaf Maple	2.0	2.0	2.0	23
Totals:	9,534.0	9,981.0	10,097.0	40,078

Net Volume/Acre: 28.9 MBF

Total Acres:	330.0
Right of Way	0.0
Partial Cut	0.0
Regeneration Harvest	330.0

Unit: RH-2

Species	Net	Gross Merch	Gross	# of Trees	
Douglas Fir	138.0	144.0	145.0	565	
Incense-cedar	3.0	3.0	3.0	23	
Western Hemlock	3.0	3.0	3.0	10	
Grandfir	1.0	1.0	1.0	7	
Totals:	145.0	151.0	152.0	605	

Net Volume/Acre: 29.0 MBF

Regeneration Harvest	5.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	5.0

Unit: ROW-1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	169.0	174.0	174.0	674
Totals:	169.0	174.0	174.0	674

Net Volume/Acre: 22.8 MBF

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	7.4
Total Acres:	7.4

Unit: ROW-3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	6.0	6.0	6.0	30
Totals:	6.0	6.0	6.0	30

Net Volume/Acre: 30.0 MBF

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	0.2
Total Acres:	0.2

Comments:

0

Total Stump To Truck	Net Volume	\$/MBF	
\$3,142,850.00	12,208.0	\$257.44	

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	2,213.0	\$339.22	\$750,693.86	PH- \$4.40/gal, 5mbf/load, 4 lds/day
Cable: Medium Yarder	GM MBF	151.0	\$339.22	\$51,222.22	RH- \$4.40/gal, 5mbf/ld, 5 lds/day Downhill Yarding
Cable: Medium Yarder	GM MBF	907.0	\$271.37	\$246,132.59	RH- \$4.40/gal, 5mbf/ld, 5 lds/day Long Corridors needing supports
Cable: Medium Yarder	GM MBF	8,530.0	\$226.15	\$1,929,059.50	RH- \$4.40/gal, 5mbf/ld, 6 lds/day
Shovel	GM MBF	249.0	\$166.51	\$41,460.99	PH- \$4.40/gal, 5mbf/load, 5 lds/day- Ground Based
Shovel	GM MBF	544.0	\$166.51	\$90,581.44	RH- \$4.40/gal, 5mbf/ld, 7 lds/day- Ground Based
Shovel	GM MBF	180.0	\$160.83	\$28,949.40	ROW- \$4.40/gal, 5mbf, 5 lds/day
Subtotal				\$3,138,100.00	

Additional Costs

Item	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Lift Tree	Each	19.0	\$250.00	\$4,750.00	Lift Trees for approximately 10 corridors ending in clear cuts
Subtotal				\$4,750.00	

Additional Moves

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

Comments:

Cable: Medium Yarder GM MBF 2,213.00 \$248.04 \$548,912.52 PH- \$4.40/gal, 5mbf/load, 5 lds/day Shovel Ground GM MBF 249.00 \$194.55 \$48,442.95 PH- \$4.40/gal, 5mbf/load, 6 lds/day

Cable: Medium Yarder GM MBF 9,588.00 \$206.70 \$1,981,839.60 RH- \$4.40/gal, 5mbf/ld, 6 lds/day

Shovel Ground GM MBF 544.00 \$166.76 \$90,717.44 RH- \$4.40/gal, 5mbf/ld, 7 lds/day Shovel ROW GM MBF 180.00 \$160.83 \$28,949.40 ROW- \$4.40/gal, 5mbf, 5 lds/day

Total	Net Volume	\$/MBF	
\$983,598.00	12,208.0	\$80.57	

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Eugene/Springfield	42.0	Haul Route	GM MBF	12,774.0	\$77.00	\$983,598.00	100 %

Comments:

Eugene/Springfield = $$110/hr \times (2.5 \text{ hour} + 1 \text{ hour delay at the yard}) 3.5 \text{ hours} = $385.00 \text{ divided by 5 mbf/ld} = $77.00/GM mbf$

Engineering Allowances

Total	Net Volume	\$/MBF
\$871,386.07	12,208.0	\$71.38

Cost Item	Total Cost
Road Construction:	\$806,177.83
Road Maintenance/Rockwear:	\$65,120.24
Road Use Fees:	\$88.00

Comments:

Road Construction See Ex C Road Maint See Ex D Road Use See Ex D

Total	Net Volume	\$/MBF
\$98,605.42	12,208.0	\$8.08

Environmental Protection

Cost item	Total Cost
Snag Creation Base Girdle	\$10,052.00
Snag Creation Topped	\$11,550.00
Equipment Washing	\$800.00
Snag Creation Admin Cost	\$2,160.20
Subtotal	\$24,562.20

Logging

Cost item	Total Cost
Intermediate Supports	\$8,400.00
Road Flaggers	\$3,000.00
Cutting of Unmerchantable Timber	\$3,500.00
Subtotal	\$14,900.00

Road Construction, Maintenance, Use, & Decommissioning

Cost item	Total Cost
Slid Trail Decomm	\$2,180.00
Road Decomm	\$2,288.22
Subtotal	\$4,468.22

Slash Disposal & Site Prep

Cost item	Total Cost
Slash Disposal	\$54,675.00
Subtotal	\$54,675.00

Comments:

Equipment Wash see Appraisal Sheet
Snag Creation see Appraisal Sheet
Skid Trail Decomm see appraisal sheet
Skid Road Decomm see ExD
Cutting of Unmerch see appraisal sheet
Slash Disposal see Fuels AppraIsal
Road Decomm See Ex D
Road FLaggers see appraisal sheet