



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>

October 18, 2023

Parcel No. 1
Contract No. ORN03-TS24-366
Siuslaw Field Office

Tomcat Divide*
*SBA Set-Aside Sale

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, **November 16, 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. Website Address: <https://www.blm.gov/or/resources/forests/index.php>.

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.

FOR SBA SET-ASIDE TRACTS, the bidder must not have been determined by the Small Business Administration to be ineligible for preferential award for set-aside sales and must accompany the bid deposit with a self-certification statement that the bidder is qualified as a small business concern as defined by the Small Business Administration in its regulations, Title 13, Chapter I, Part 121 (Revision 7) as amended, of the Code of Federal Regulations. The Form 5430-1 Self Certification Statement is attached hereto. The successful bidder will be required to sign SBA Form 723 "Small Business Certification Required on All Preferential Sales of Set-Aside Timber" at the time the timber sale contract is signed. Section 2(a) of Form 723 requires that successful bidders on SBA set-aside tracts must comply with delivery requirements pertaining to timber volume. No more than 30 percent of the timber volume from a set-aside sale may be delivered for manufacturing to a business that is not a small business, as defined by the SBA (13 CFR 121.507 (a)). A copy of SBA form 723 is attached.

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 ANALYSIS (EA) was prepared for the N126 LSR Landscape Plan Project, which includes the Tomcat Divide sale area. A Finding of No Significant Impact and Decision Record for the EA have been documented. A Determination of NEPA Adequacy (DNA) has been documented for this sale. 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 Joseph Lynch at (541) 683-6739.

Attachments:

- Form 5440-9
- Form 5430-11
- Form 5450-17
- Form 5450-22
- Form 5430-1
- SBA Form 723

NORTHWEST OREGON DISTRICT		TIMBER SALE NOTICE LUMP SUM EUGENE MASTER UNIT SBA Sale		PARCEL NO.: 1	
SIUSLAW FIELD OFFICE				SALE DATE: November 16, 2023	
Contract No.: ORN03-TS24-366		Tomcat Divide			
Lane County, Oregon: O&C: Oral Auction			Bid Deposit Required: \$67,500.00		
All timber designated for cutting on		SE1/4SW1/4, S1/2SE1/4 <u>Section 5</u> ; W1/2 <u>Section 9, T. 17 S., R. 7 W., Will. Mer.</u>			
Estimated Volume 32' Log (MBF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Appraised Price	
2,508	Douglas-Fir	2,969	\$ 227.10	\$ 674,259.90	

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 in the Partial Harvest Area 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 114 plots. 60 sample trees were randomly selected on these plots to determine v-bar.

All conifers 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 19.9" DBHOB; the average log contains 97bd. ft.; the total gross merchantable volume is approximately 3,056 MBF; and 97% recovery is expected.

CUTTING AREA: Two areas totaling approximately 113 acres must be partial harvested and approximately 6 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. State of Oregon roads used under the State of Oregon/BLM Cooperative Agreement Supplement E-68;

ROAD MAINTENANCE: The Purchaser shall pay BLM a road maintenance fee of \$8,190.58 and a rockwear fee of \$10,945.21. The Purchaser shall also pay rockwear fees estimated at \$272.20 to the State of Oregon, Board of Forestry. In addition to the quantities shown below, 200 cubic yards (truck measure) of maintenance rock and surface protection rock is required. Additional road reinforcement (rocking) may be required for wet weather haul and will be at the Purchaser's expense. Load tickets are required for maintenance rock accounting. See Exhibit D map for specification of road maintenance responsibility. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

ROAD CONSTRUCTION:

Road No. 17-7-9.5 and Spurs A, B and D

Length: 83.40 Stations

Class: SN-14

Special Requirements in Road Construction: Operations may be limited to periods of dry weather. Portions of Road No. 17-7-9.5 and Spur D are subject to Special Operating Area restrictions.

ROAD RENOVATION:

Road Nos. 17-7-22 Seg. G por. and 17-8-13.1 Seg. D

Length: 185.86 Stations

Class: SN-16

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

Culverts

<u>Diameter:</u>	<u>Length:</u>	<u>Number:</u>
18"	60'	2

Suggested Rock Source: Commercial, Noti Vicinity

Estimated Rock Quantities (truck measure)

<u>3/4" minus</u>	<u>1-1/2" minus</u>	<u>3" minus</u>	<u>6" minus</u>	<u>Pit Run</u>
60	114	200	4,116	10

Total Estimated Exhibit C Road Costs (construction and renovation): \$172,929.49

DURATION OF CONTRACT: Duration of the contract will be 36 months for cutting and removal of timber.

SPECIAL PROVISIONS: The contract will contain special provisions regarding road use, road construction, road renovation, road maintenance, logging methods, prevention of erosion, creation of snags, logging residue reduction, and submission of a written logging plan specifying spur road locations, landing locations, 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 445 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:

- Clean equipment prior to arrival on Bureau of Land Management managed lands.
- No yarding or hauling shall be conducted on natural roads during periods of wet weather as determined by the Authorized Officer.
- Yarding shall be done with a carriage equipped skyline capable of yarding 1,300 feet slope distance in the Partial Harvest Area on slopes greater than 35%.
- Limbs and tops shall remain attached to the tree and be yarded to the landing.
- Trees 40" or greater DBH are reserved. Trees 40" DBH or greater which are felled shall remain onsite.
- 15 trees marked with yellow paint shall not be felled or damaged during logging operations.
- In the Special Holding Area, obtain approval from the Authorized Officer prior to attaching logging equipment to any tree.
- With the exception of hauling, daily operations within the Special Operating Area shall not be permitted from April 15 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.
- Daily operations in Partial Harvest Area 1 (Section 5) shown on Exhibit A, shall not be permitted from February 1 through April 15 of each year, both days inclusive.
- In the Special Operating Area, harvest operations shall be completed prior to **January 31, 2027**.

- Upon completion of yarding, select and girdle 1,210 trees (360 high girdle and 850 low girdle). 250 operationally created snags may be credited towards low girdle.
- Rock Spurs A, B, and D and Road No.17-7-9.5 for wet weather haul.
- Within 25 feet of Spurs A, B & D, and Road Nos. 17-7-9.5, 17-7-22, and 17-8-13.1, slash shall be piled, covered, and burned, within the Partial Harvest Area.
- 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.
 - Construct drainage dips, waterbars, and/or lead-off ditches.
 - Place logging slash greater than 6 inches in diameter, where available, on surfaces in a discontinuous pattern.
 - Block at entry points using earthen barricades as directed by the Authorized Officer.
- Sec. 44(e) contains explicit instruction on requirements for equipment and personnel involved in pile burning.

BUYOUT SECURITY DEPOSIT: The Purchaser will have the option of performing pile burning or making a buyout security deposit of \$1,456.67 in lieu thereof. The option must be declared prior to contract execution. Piling and covering are not included in the Optional Contribution and will remain the responsibility of the Purchaser.

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

Access to the sale is through a locked gate. Prospective bidders may obtain a key from the Northwest Oregon District's Springfield Interagency Office and proceed to the sale area. Any other persons interested in visiting the timber sale site should first contact Joseph Lynch (541) 683-6739.

To Access the Partial Harvest Area: From Veneta, travel west on Highway 126 for approximately 8.5 miles. Travel north on Road No.17-7-22 (IP Deeded Road) for approximately 2.5 miles and follow signs to the Partial Harvest Area.

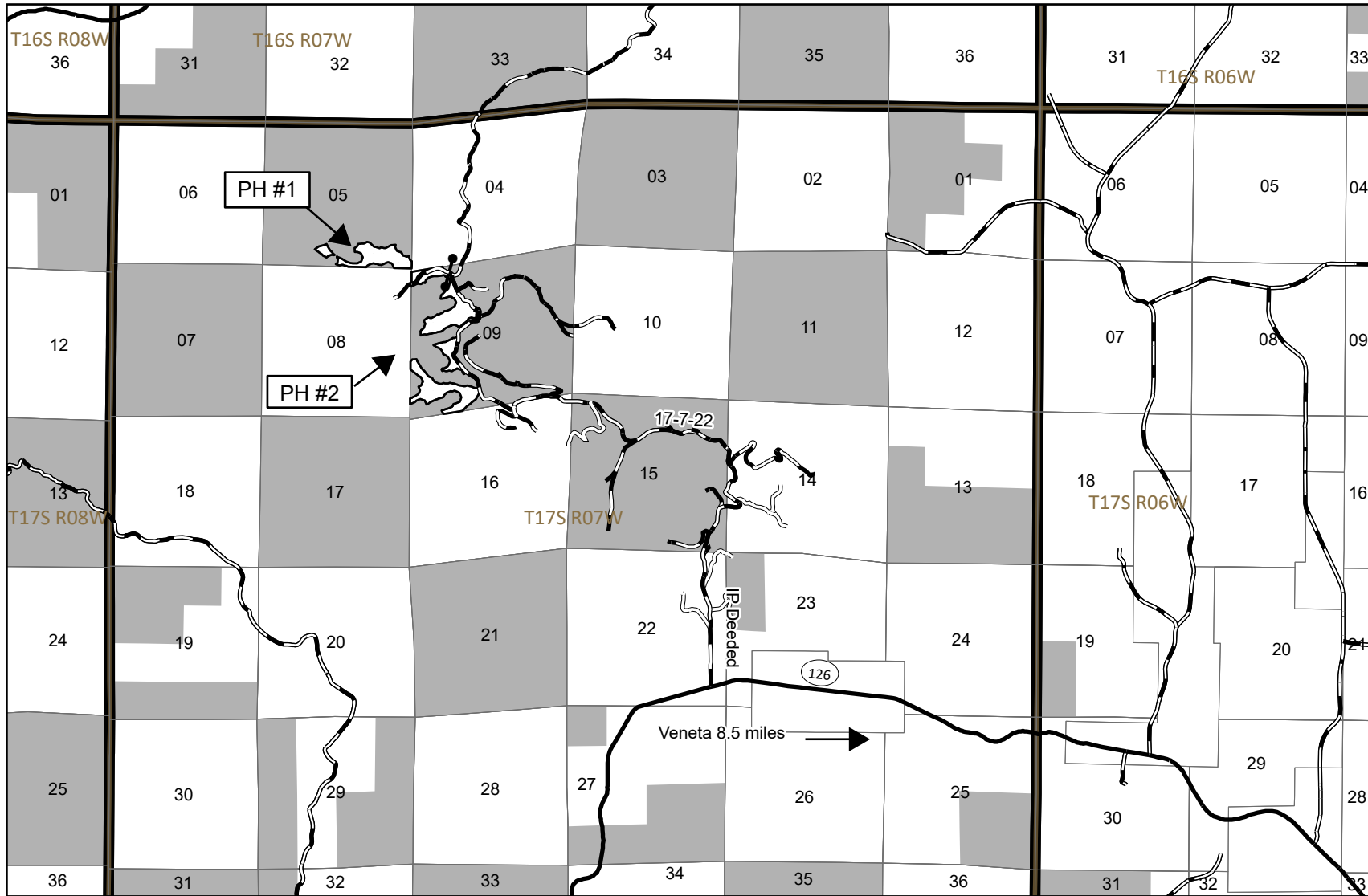


Location Map

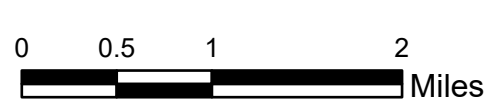
Tomcat Divide Timber Sale

T. 17 S., R. 7 W., Sec. 5 and 9, Northwest Oregon District

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.



Partial Harvest Unit	Gate
Bureau of Land Management	Rocked Road
State Highway	



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 Area</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. 							X	X	X	X	X	X	X	X	X	X								
All operations <u>Partial Harvest Area Section 5</u> <ul style="list-style-type: none"> February 1 – April 15, both days inclusive: Operations are prohibited. 			X	X	X	X	X																	
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. 							X	X	X	X														
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. 	X	X	X	X	X	X	X	X	X	X							X	X	X	X	X	X		
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. 	X	X	X	X	X	X	X	X	X								X	X	X	X	X	X		
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. 	X	X	X	X	X	X	X	X										X	X	X	X	X		

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.

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 Bureau of Land Management
 Tomcat Divide Timber Sale Contract No. ORN03-TS24-366
 T. 17 S., R. 7 W., Secs. 5 and 9, Northwest Oregon District

MAP NOT TO SCALE



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



- - - Contract Area	● Found Corner
▨ Partial Harvest Area	⊙ Gate
▤ Boundary - (Blazed, Painted & Posted)	- - - Stream
▩ Reserve Area	▤ Construction
▨ Special Holding Area	▤ Renovation
▨ Special Operating Area	▤ Rocked Road
⊙ Approximate Location of Special Habitat Tree	○ Right-of-Way Area

Partial Harvest Area	113.20
Right-of-Way Area	5.80
Reserve Area	520.00
Contract Area	639.00 A



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Contract No.
ORN03-TS24-366
Tomcat Divide

EXHIBIT B

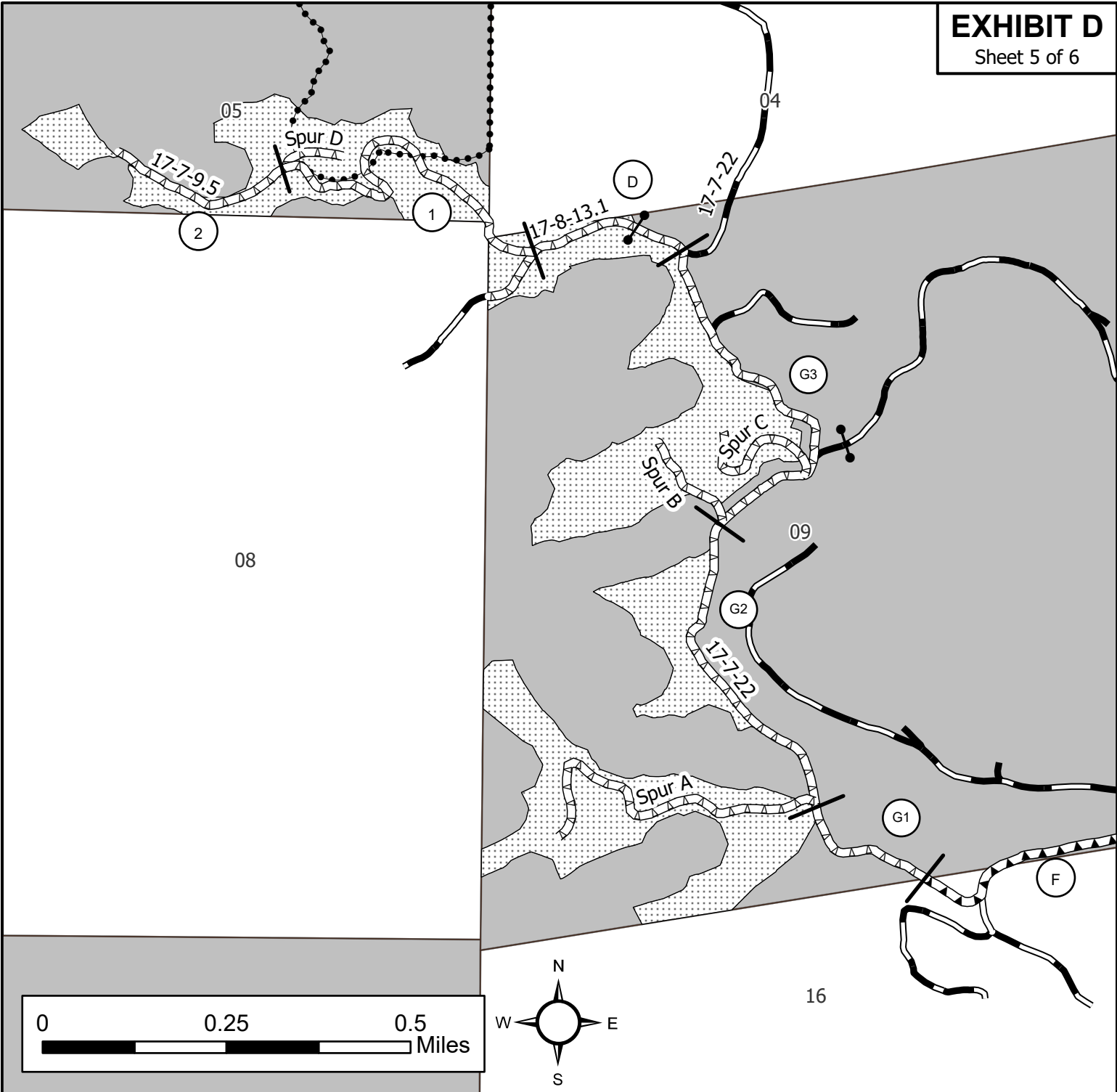
LUMP SUM SALE

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 <i>(Units Specified)</i>	PRICE PER UNIT	AMOUNT OF ESTIMATED VOLUME OR QUANTITY X UNIT PRICE
Douglas-fir	2,969.0 MBF		
TOTALS	2,969.0 MBF		

The apportionment of the total purchase price is as follows:

<u>Partial Harvest Area No. 1</u> – 29 Acres	(21.8 MBF/Acre)
Douglas-fir	633.0 MBF
<u>Partial Harvest Area No. 2</u> – 84 Acres	(22.5 MBF/Acre)
Douglas-fir	1,887.0 MBF
<u>Right-of-Way Area No. 1</u> – 3 Acres	(86.7 MBF/Acre)
Douglas-fir	260.0 MBF
<u>Right-of-Way Area No. 2</u> – 3 Acres	(63.0 MBF/Acre)
Douglas-fir	189.0 MBF



SALE NAME: TOMCAT DIVIDE
CONTRACT NO.: ORN03-TS24-366

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

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

Road Maintenance Map

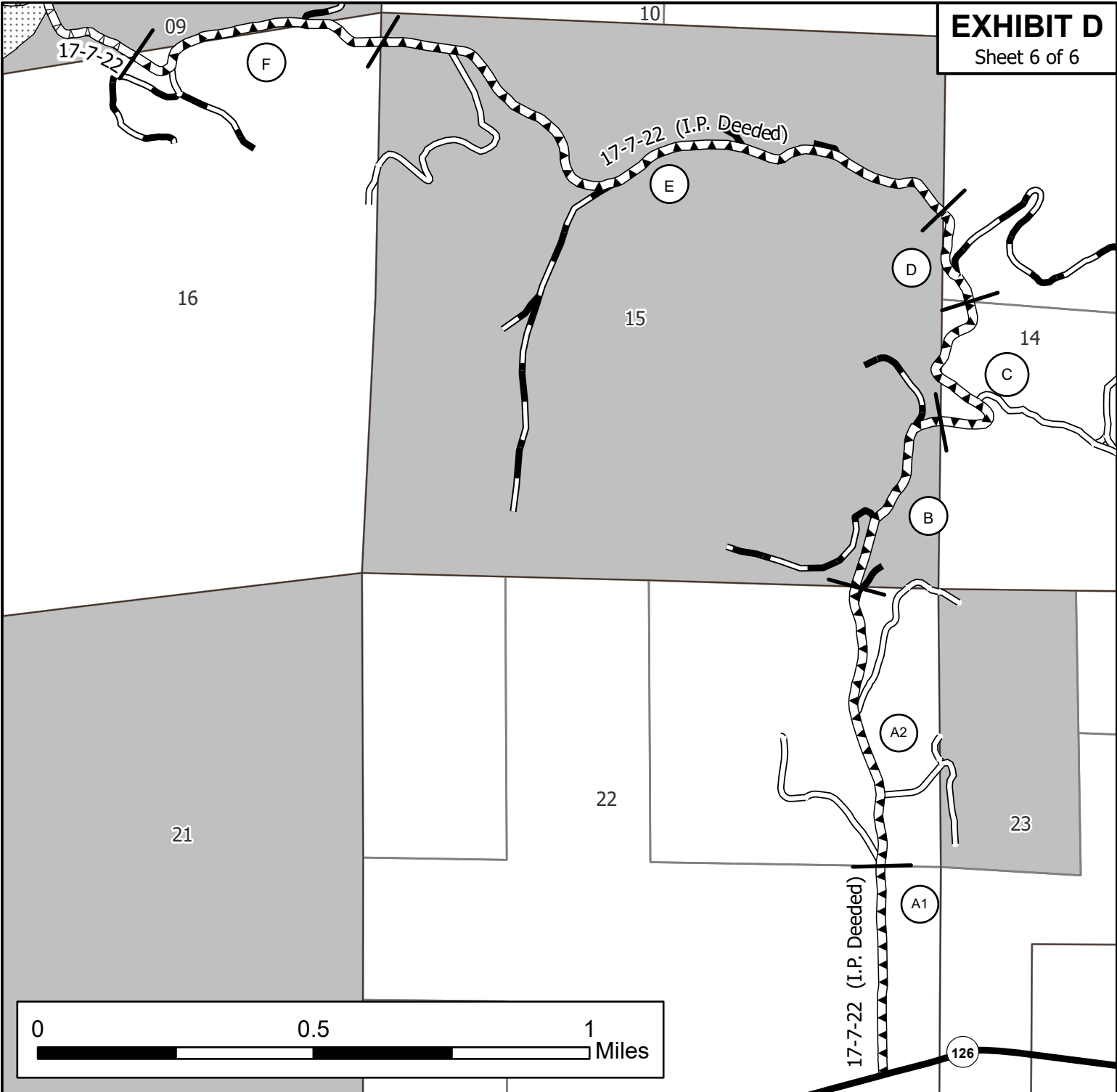
T. 17 S., R. 7 W., Secs. 4, 5, 9, 14, 15, 16 & 22
 Willamette Meridian
 Lane County, Oregon

Designed: M. Fieber

Drawn: G. Hedrick

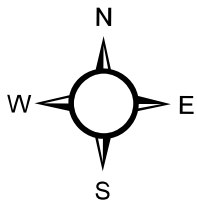
Date: 8/15/2023

XD_MaintenanceMap1_TomcatDivide



SALE NAME: TOMCAT DIVIDE
CONTRACT NO.: ORN03-TS24-366

- | | |
|---------------------------|-----------------------|
| Purchaser Maintenance | Segment/Portion Break |
| BLM Maintenance | Segment/Portion I.D. |
| Paved Road | |
| Rocked Road | |
| Natural Road | |
| Partial Harvest Area | |
| Bureau of Land Management | |
| Private/Other | |



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

Road Maintenance Map
T. 17 S., R. 7 W., Secs. 4, 5, 9, 14, 15, 16 & 22
Willamette Meridian
Lane County, Oregon

Designed: M. Fieber

Drawn: G. Hedrick

Date: 6/22/2023

XD_MaintenanceMap2_TomcatDivide

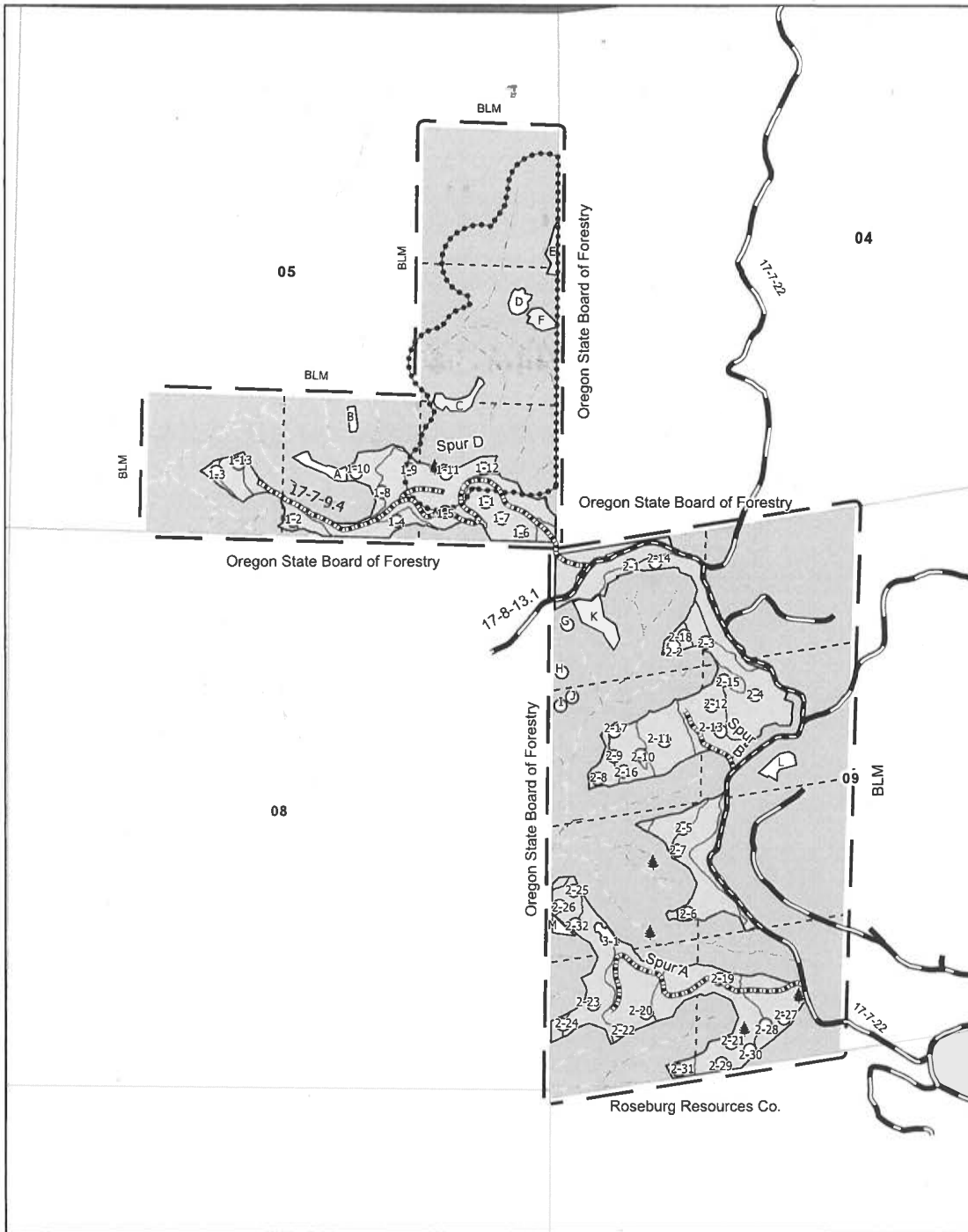


UNITED STATES
DEPARTMENT OF THE INTERIOR
 Bureau of Land Management
 Tomcat Divide Timber Sale Contract No. ORN03-TS24-366
 T. 17 S., R. 7 W., Secs. 5 and 9, Northwest Oregon District

Exhibit W
Sheet 5 of 6

MAP NOT TO SCALE

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- | | |
|--|------------------------|
| Contract Area | Special Operating Area |
| Partial Harvest Area | Stream |
| Reserve Area | Construction |
| Snag Created Opening | Renovation |
| Snag Thin Area | Rocked Road |
| Approximate Location of Special Habitat Tree | |



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

- (aa) All timber on the Reserve Areas shown on Exhibit A and all blazed, orange painted and posted trees which are on or mark the boundaries of the Reserve Area.
- (bb) All trees marked with orange paint above and below stump height in the Partial Harvest Areas shown on Exhibit A.
- (cc) 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.
- (dd) 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.
- (ee) Approximately 15 trees marked with yellow paint in the Approximate Location of Special Habitat Tree shown on Exhibit A. These trees shall not be felled or damaged during logging operations.
- (ff) 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.

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) 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)(13). 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) In the Special Operating Area shown on Exhibit A, harvest operations shall be completed prior to **January 31, 2027**.

- (9) 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.
- (10) 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.
- (11) Daily operations in Partial Harvest Area 1 (Section 5) shown on Exhibit A, shall not be permitted from February 1 through April 15 of each year, both days inclusive.
- (12) No yarding or hauling shall be conducted on natural surfaced roads during periods of wet weather, as determined 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 by the Authorized Officer.
- (14) In the Partial Harvest Areas shown on Exhibit A, except where ground-based yarding as allowed in Section 44(a)(14) and Section 44(a)(15), yarding shall be done with a skyline system capable of yarding 1,300 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 five (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 guylines, 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 described in Section 44(a)(14)), 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 five (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)(15), cable yarding roads in accordance with Section 44(a)(13), 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(b) of the contract or sufficient bonding has been provided in accordance with Section 3(f) 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.

- (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 Areas, which is obstructing needed cable yarding roads; hazardous to workers; needed for guyline, 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(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 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, including those trees 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 two (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 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.

(dd) Road Construction, Renovation, Use and Maintenance

- (1) The Purchaser shall construct Spurs A, B and D, and Road No. 17-7-9.5; and renovate Road Nos. 17-7-22 Seg. G por. and 17-8-13.1 Seg. D in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Exhibit C contains 30 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 and/or renovation of the haul route shall be completed and accepted as specified in Exhibit C.
- (3) The Purchaser shall surface Spurs A, B and D and Road Nos. 17-7-9.5 and with rock for wet weather haul. Rocking shall be in accordance with Exhibit C. If the Purchaser exercises the 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.
- (4) The Purchaser shall furnish and place 200 cubic yards of surface maintenance rock in accordance with Exhibit D, which is attached hereto and made part hereof. Exhibit D contains 6 sheets. Road reinforcement (rocking) and additional maintenance may be required for wet weather haul and shall be at the Purchaser's expense.
- (5) 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) 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 and/or rockwear obligations described in Section 44(b)(8) and Section 44(b)(9). 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 Used	Road Owner	Road Surface Type
17-7-22 Seg. A1	0.35	BLM	Paved
17-7-22 Segs. A2-F	3.21	BLM	Rock

- (6) 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 Oregon Department of Forestry (ODF) 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)(7) and Section 44(b)(10) and pay the required rockwear obligations described in Section 44(b)(9). 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 Used	Road Owner	Road Surface Type
Spur A	0.49	BLM	Rock
Spur B	0.13	BLM	Rock
Spur D	0.09	BLM	Rock
17-7-9.5	0.87	BLM	Rock
17-7-22 Seg. G por.	1.18	BLM	Rock
17-8-13.1 Seg. D	0.31	ODF	Rock

- (7) Except for the road maintenance in accordance with Section 44(b)(5), the Purchaser shall perform any required road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications", of this contract, which is attached hereto and made a part hereof.
- (8) The Purchaser shall pay the Government a road maintenance obligation in the amount of Eight Thousand One Hundred Ninety and 58/100 dollars (\$8,190.58) for the transportation of timber included in the contract price over the roads listed in Section 44(b)(6).

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.

- (9) The Purchaser shall pay to the Government a road maintenance obligation for rockwear in the amount of Ten Thousand Nine Hundred Forty-five and 21/100 dollars (\$10,945.21) for the transportation of timber included in the contract price over the BLM owned roads listed in Section 44(b)(5) and Section 44(b)(6).

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.

- (10) In the use and renovation of Road No. 17-8-13.1 Seg. D and the construction of Road No. 17-7-9.5, the Purchaser shall comply with the conditions of the Cooperative Right-of-Way Agreement, Supplement E-68, between the United States of America and the State of Oregon. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement. Said agreement is available for inspection at the Bureau of Land Management, Northwest Oregon District Office, 3106 Pierce Parkway, Suite E, Springfield, Oregon. Such conditions include but are not limited to the following actions by the Purchaser:
- (aa) The Cooperative Right-of-Way Agreement, bond and insurance certificate shall be delivered to the Oregon Department of Forestry at least 15 days prior to use of company roads.
 - (bb) Obtain a license agreement from the Oregon State Department of Forestry. The license agreement, bond and insurance certificate shall be delivered to the Oregon Department of Forestry at least 15 days prior to use of company roads.

- (cc) Furnish a performance bond in the amount of Three Thousand and 00/100 dollars (\$3,000).
 - (dd) 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.
 - (ee) Pay a lump sum rockwear fee of Two Hundred Seventy-two and 20/100 dollars (\$272.20) prior to log hauling. All road rockwear fees due as a result of modification shall be due at the time of modification.
 - (ff) Maintain Road No. 17-8-13.1 Seg. D, in accordance with Section 44(b)(6).
- (11) The Purchaser also agrees that if he elects 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, he 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.
 - (ee) No road shall be blocked or decommissioned prior to operations being complete and accepted.

Road Number	If not rocked				If rocked		
	(aa)	(bb)	(cc)	(dd)	(bb)	(cc)	(dd)
	Decompact	Drainage	Logging Slash	Block	Drainage	Logging Slash	Block
Skid Trails	X	X	X	X			
Spur A	X	X	X	X	X	X*	X
Spur B		X	X	X	X		X
Spur D	X	X	X	X	X		
17-7-9.5	X	X	X	X	X		

*Place logging slash on the first 100 feet.

- (3) Where logging slash is required, the Purchaser shall place slash on Spurs following operations, except for a twenty-four (24) inch width trail on the outside of the road prism.

- (4) 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.
- (5) Cable yarding corridors shall be waterbarred immediately after use, if necessary to prevent erosion, as determined by the Authorized Officer.
- (6) 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.
- (7) 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 One Thousand Two Hundred Ten (1,210) trees within one year of the completion of yarding. Three Hundred Sixty (360) trees shall be selected for high girdling and Eight Hundred Fifty (850) trees shall be selected for low girdling. Of those 850 trees selected for low girdling, 250 of those may be Operationally Created Snags. See Exhibit W for specifications, locations, and distribution, which is attached hereto and made a part hereof. Exhibit W contains 6 sheets.
 - (bb) Within Snag Created Openings, shown on Exhibit A, 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 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:
 - (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 Spurs A, B, D, and Road Nos. 17-7-9.5, 17-7-22, 17-8-13.1. 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.

- (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 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. 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.
- (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 the 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, 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.

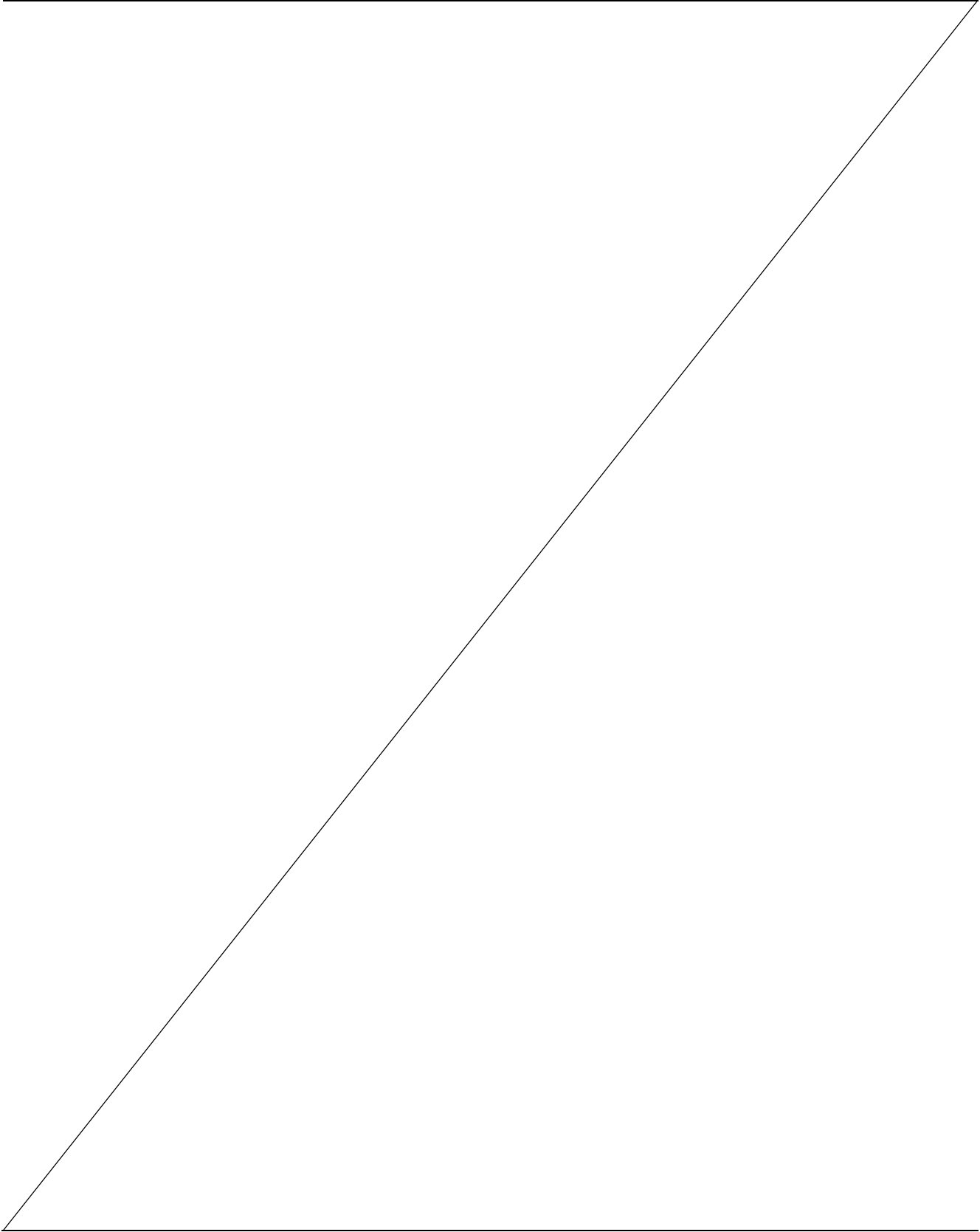
In case of injury to personnel or damage to equipment furnished as required by this subsection, liability shall be borne by the Purchaser, unless such injury or damage is caused by Government negligence.

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) Buyout Securities

- (1) The Purchaser shall prescribe burn and mop-up 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 of One Thousand Four Hundred Fifty-six and 67/100 dollars (\$1,456.67), and upon making such deposit, the Purchaser shall be relieved of the 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: Tomcat Divide	Sale Date: Thursday, November 16, 2023
BLM District: NW Oregon DO	Unit of Measure: 16' MBF
Contract #: ORN03-TS-2024.0366	Contract Term: 36 months
Sale Type: Advertised	Contract Mechanism: 5450-003 Lump Sum Sale of Timber and other Wood Products

SBA Set-Aside

Content

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

Prepared By: Rule, Albert R - 10/11/2023

Approved By: Rainey, Matthew D - 10/11/2023

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Lane	17S	7W	5	SE1/4SW1/4, S1/2SE1/4	Willamette
O&C	Lane	17S	7W	9	W1/2	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	2,969.0	3,056.0	3,056.0	31,488	0	4,947
Totals	2,969.0	3,056.0	3,056.0	31,488	0	4,947

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
0.0	113.0	6.0	119.0	24.9

Logging Costs

Stump to Truck	\$571,073.53
Transportation	\$281,152.00
Road Construction	\$172,929.49
Maintenance/Rockwear	\$31,509.48
Road Use	\$0.00
Other Allowances	\$69,069.94
Total:	\$1,125,734.44
Total Logging Cost per MBF:	\$379.16

Utilization Centers

<u>Location</u>	<u>Distance</u>	<u>% of Net Volume</u>
Natron Wood Products	57.0 miles	100%

Profit & Risk

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

Tract Features

Quadratic Mean DBH	19.9 in
Average GM Log	97 bf
Average Volume per Acre	24.9 mbf
Recovery	97%
<u>Net MBF volume:</u>	
Green	2,969.0 mbf
Salvage	0 mbf
Export	0 mbf
<u>Ground Base Logging:</u>	
Percent of Sale Volume	60%
Average Yarding Slope	15%
Average Yarding Distance	400 ft
<u>Cable Logging:</u>	
Percent of Sale Volume	40%
Average Yarding Slope	35%
Average Yarding Distance	600 ft
<u>Aerial Logging:</u>	
Percent of Sale Volume	0%
Average Yarding Slope	0%
Average Yarding Distance	0 ft

Cruise

Cruise Completed	December 2022
Cruised By	Chance Zimmerlee, Albert Rule
Cruise Method	Variable plot/ 3p RW

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value (\$)
Douglas Fir	4,947	2,969.0	\$704.90	\$98.69	\$379.16	\$0.00	\$227.10	\$674,259.90
Totals	4,947	2,969.0						\$674,259.90

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				73.0%	25.0%	2.0%	

Unit: 1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	633.0	651.0	651.0	1,096
Totals:	633.0	651.0	651.0	1,096

Net Volume/Acre: 21.8 MBF

Regeneration Harvest	0.0
Partial Cut	29.0
Right of Way	0.0
Total Acres:	29.0

Unit: 2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	1,887.0	1,943.0	1,943.0	3,259
Totals:	1,887.0	1,943.0	1,943.0	3,259

Net Volume/Acre: 22.5 MBF

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

Unit: RoW 1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	260.0	267.0	267.0	416
Totals:	260.0	267.0	267.0	416

Net Volume/Acre: 86.7 MBF

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	3.0
Total Acres:	3.0

Unit: RoW 2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	189.0	195.0	195.0	176
Totals:	189.0	195.0	195.0	176

Net Volume/Acre: 63.0 MBF

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	3.0
Total Acres:	3.0

Total Stump To Truck	Net Volume	\$/MBF
\$571,073.53	2,969.0	\$192.35

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	1,215.0	\$212.84	\$258,600.60	5 loads/day
Wheel Skidder	GM MBF	1,379.0	\$169.73	\$234,057.67	7 loads/day
ROW Wheel Skidder	GM MBF	462.0	\$169.73	\$78,415.26	7 loads/day
Subtotal				\$571,073.53	

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	

Comments:

Fuel \$5.00- \$.60 road tax = \$4.40 Cable Medium Tower 40'-70' Manual delimiting 5 loads/day 5mbf/load \$212.84; Wheel Skidder PH Manual Delimiting, 7 loads/day, 5mbf, \$169.73; Wheel Skidder ROW Manual Delimiting, 7 loads/day, \$169.73

Total	Net Volume	\$/MBF
\$281,152.00	2,969.0	\$94.70

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Natron Wood Products	57.0	Log Haul	GM MBF	3,056.0	\$92.00	\$281,152.00	100%

Comments:

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

Engineering Allowances

Total	Net Volume	\$/MBF
\$204,438.97	2,969.0	\$68.86

Cost Item	Total Cost
Road Construction:	\$172,929.49
Road Maintenance/Rockwear:	\$31,509.48
Road Use Fees:	\$0.00

Total	Net Volume	\$/MBF
\$69,069.94	2,969.0	\$23.26

Fire Prevention & Control

Cost item	Total Cost
Pile Burning	\$4,588.75
Subtotal	\$4,588.75

Logging

Cost item	Total Cost
Snag Creation Basal	\$23,800.00
Snag Creation High	\$25,920.00
Equipment Washing	\$400.00
Subtotal	\$50,120.00

Miscellaneous

Cost item	Total Cost
Skid trail Decommissioning	\$1,883.70
Administration Cost for tree girdling	\$4,972.00
Road Decommissioning	\$7,505.49
Subtotal	\$14,361.19

Comments:

Snag creation cost taken from miscellaneous logging cost guide. Applied a 10% admin cost because of large amount of snag creation.