

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Northwest Oregon District Office
1717 Fabry Road, S.E.
Salem, Oregon 97306

Evans Switch DTR
ORN01-TS-2022.0103
Date: June 30, 2022

TIMBER SALE PROSPECTUS

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

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9, attached. Written and oral bids will be received by the District Manager, or his representative, in the timber sale room at the District Office, 1717 Fabry Road, S.E., Salem, Oregon. Written bids and deposits will be accepted beginning at 8:30 a.m. and the timber sale oral auction will commence at 9:00 a.m., on Wednesday, July 27, 2022. Before bids are submitted, full information concerning the timber, the conditions of sale and submission of bids, including appraised prices per species, should be obtained from the above District Manager, or designated representative. The right is hereby reserved to waive technical defects in this advertisement and to reject any or all bids. The United States reserves the right to waive any informality in bids received whenever such waiver is in the interest of the United States.

THIS PROSPECTUS 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. The decision was posted to the BLM's ePlanning website on 04/05/2022, referring to the Cascades Field Office Roadside Hazard Tree Project, DOI-BLM-ORWA-N010-2021-0005-EA. For the purposes of 43 CFR 5401.0-6 and 5430.0-6, this advertisement is being published on July 1, 2022, and July 8, 2022 on the BLM Timber Sale Notice Website.

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

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

THE SUCCESSFUL BIDDER, as a condition of award, will be required to sign Form 5430-11, a certification that the bid was arrived at by the bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. Also, Form 5450-17, Export Determination must be completed by the successful bidder. To expedite procedure, this form should be completed and submitted with the written bid.

THE VOLUMES LISTED herein are estimates only. The sale volumes listed are 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 advertised appraised price. The Purchaser shall be liable for the total purchase price, without regard to the amount bid per unit, even though the quantity of timber actually cut or removed or designated for taking is more or less than the estimated volume or quantity so listed.

THIS TIMBER SALE has been cruised based upon Eastside Scribner board foot measure. The minimum bid figures shown by species are dollars per thousand board feet (MBF). The minimum bid increment will be \$0.10 per MBF.

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. A minimum performance bond of not less than \$500 will be required for all installment contracts less than \$2,500.

QUALIFIED SMALL BUSINESS concerns may apply to SBA for a loan to provide financing for access road construction required under the terms of qualifying timber sale contracts, and necessary contract changes will be made. Approval of loan applications rests with SBA and may be contingent on availability of funds. Applicants for such loans shall notify BLM of their intention to apply for a loan.

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, responsible or refuses to respond within fifteen (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.

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 5420, 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. The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The Purchaser shall bear any increased costs for log branding and painting.

CONTRACT MODIFICATION, SUSPENSION OR TERMINATION: 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 court order, or; (3) Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines or management direction established in the ROD and RMP.

ADDITIONAL INFORMATION concerning this timber sale tract is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office. The prospectus for this/these sale(s) is also available online at: <https://www.blm.gov/programs/natural-resources/forests-and-woodlands/timber-sales>. The 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 Office at 503-375-5646.

TIMBER SALE NOTICE
SCALE SALE

NORTHWEST OREGON DISTRICT
CASCADES FIELD OFFICE

SALE DATE: July 27, 2022

CONTRACT NO. ORN01-TS-2022.0103, **EVANS SWITCH DTR**: SCALE SALE:

MARION COUNTY, OREGON: O&C: ORAL AUCTION: BID DEPOSIT REQUIRED: **\$61,800.00**.

All timber designated for cutting on: NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 29, T. 8 S., R. 4 E., W.M.

THIS TIMBER SALE HAS BEEN CRUISED BASED UPON EASTSIDE SCRIBNER MEASURE. Minimum bid figures shown by species are dollars per thousand board feet (MBF). The minimum bid increment will be \$0.10 per MBF.

Approx. No. Merchantable Trees	Est. Vol. MBF 32' Log	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Volume Times Appraised Price
5,098	2,559	Douglas-fir	3,072	\$199.20	\$611,942.40
810	201	western hemlock	242	*\$24.40	\$5,904.80
		biomass	10 green tons	\$5/ton	\$50.00
5,908	2,760	TOTALS	3,314 MBF		\$617,897.20

*Surplus species stumpage has been reduced to compensate for species stumpage below minimum price policy (10% of pond value).

LOG EXPORT AND SUBSTITUTION RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and also prohibited from substitution of exported private timber.

CRUISE INFORMATION: The timber volumes were based on variable plot cruise using a 20 BAF in Units 1 and 2, and a 40 BAF in Units 3 and 4. the Danger Tree Removal Area, for estimated board foot volumes of trees in 16-foot logs. Approximately 100% of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is 20.9 inches DBHOB; the average log contains 117 bd. ft.; the total gross volume is approximately 3804 MBF; and 87% recovery is expected. This cruise information is given for informational purposes only and the contract price and volume will be determined by a scale using eastside scribner.

CUTTING AREA: Four (4) Danger Tree Removal Units of approximately 63 acres shall be cut. Acres shown on Exhibit A have been computed using ArcGIS to calculate area along the roads.

DURATION OF CONTRACT: Will be 18 months for cutting and removal of timber.

DIRECTIONS/ACCESS: See vicinity map for location of units. Gate Keys or combo are required for access. Prospective bidders may obtain a key or combo by contacting Cameron Minson at 503-302-1860 or Cody Lesniak at (503) 507-8683.

ROAD MAINTENANCE: Access is provided on Bureau of Land Management controlled roads.

In the use of Bureau of Land Management controlled roads – BLM Maintenance, the Purchaser shall pay the Government a road maintenance obligation of \$1.14 per thousand board feet log scale for timber haul associated with the contract.

In the use of Bureau of Land Management controlled roads – Purchaser Maintenance, the Purchaser will be required to perform maintenance on approximately 1.4 miles of road. In-lieu of payment for rockwear, the Purchaser shall furnish and place 730 cu. yds. aggregate on the roadway and landings at locations and in the amounts and gradation designated by the Authorized Officer.

Purchaser maintenance shall include frequent spot-rock, blading and shaping of road surface; ditch, culvert, and catch basin cleaning; removal of minor slides and other debris, and the construction and maintenance of water bars during wet season haul. Roads shall be left in a condition to withstand adverse weather at the end of the seasonal operations.

Special Attention Items:

- Sec. 41.a-f. Reserved Timber
- Sec. 42.i-j. Seasonal Restrictions

TIMBER SALE CONTRACT SPECIAL PROVISIONS

Sec. 41.

RESERVED

- a. All timber on the Reserve Areas as shown on Exhibit A, which do not present a safety hazard as determined by the Authorized Officer.
- b. All green trees within the Danger Tree Removal Area shown on Exhibit A except for those marked by blue paint, which are not likely to die prior to the expiration of this contract as determined by the Authorized Officer. Green trees may be felled and removed for safety reasons with approval from the Authorized Officer.
- c. All trees felled within 50 feet of a stream within the Danger Tree Removal Area shown on Exhibit A. Trees may be removed with approval from the Authorized Officer.
- d. All non-merchantable timber, as defined in Exhibit B, within the Danger Tree Removal Areas shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer. All non-merchantable timber cut or moved for safety reasons shall be retained on site.
- e. All western red cedar within the Danger Tree Removal Area. All western red cedar cut or moved for safety reasons shall be retained on site.
- f. All trees/snags marked with yellow paint above and below stump height located in the Danger Tree Removal Area, which do not present a safety hazard as determined by the Authorized Officer.

Sec. 42. Special Provisions-

LOGGING

- a. Before beginning operations on the Danger Tree Removal Area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of seven (7) or more days.
- b. 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 ensure protection of the environment and watershed. A pre-work conference between the Purchaser's authorized representative and the Authorized Officer 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.

c. No trees may be felled, yarded, decked, or loaded in or through the Reserve Area, as shown on Exhibit A, or adjacent private land. Trees will be directionally felled to lead for skidding to minimize ground disturbance. Tops, limbs, and other logging debris entering the Reserve Area from felling operations shall be pulled back into the Danger Tree Removal Area shown on Exhibit A, unless expressly authorized by other provisions of this contract.

d. In the Danger Tree Removal Area, all danger trees shall be felled toward the road where feasible, as directed by the Authorized Officer. Danger trees are snags which pose a danger of striking or sliding onto existing roads within Danger Tree Removal Areas, as shown on Exhibit A.

e. Mechanized equipment shall not leave the Danger Tree Removal Area and is not allowed to operate within fifty (50) feet of stream channels when leaving existing roads and must be refueled at least one-hundred and fifty (150) feet from streams or other wet areas. Full suspension of logs is required across stream channels.

f. During logging operations, the Purchaser shall keep roads where they pass through the Danger Tree Removal Area clear of trees, rock, dirt and other debris so far as is practicable. The roads shall not be blocked by such operations for more than thirty (30) minutes unless otherwise approved by the Authorized Officer.

g. At all landing, all logs, including hardwoods, more than eight (8) inches in diameter at the large end and exceeding 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.

h. In the Danger Tree Removal Areas – All yarding shall be done by equipment capable of transporting the leading end of logs clear of the ground and operated entirely on designated skid roads. Before felling and yarding any timber, the Purchaser shall locate designated skid trails as follows:

1. Identify the location of designated skid roads and/or skyline corridors in a method approved by the Authorized Officer.
2. Space designated skid roads at a minimum of one-hundred and fifty (150) feet apart unless otherwise agreed to in writing by the Authorized Officer.
3. Limit width of skid roads to a maximum of twelve (12) feet.
4. Ground-based operations are limited to slopes of thirty-five (35) percent or less. Ground-based operations may be approved on slopes up to fifty (50) percent when using specialized equipment, operating on previously constructed skid trails, or accessing isolated areas over steep pitches.

i. No ground-based operations between October 15th of one calendar year and May 15th of the following calendar year both days inclusive and during other periods of wet weather. This may be shortened or extended as determined by the Authorized Officer

j. No operations between March 1st and July 15th, both days inclusive, unless waived by the Authorized Officer. The Purchaser shall notify the Authorized Officer in writing by February 1st of each calendar year in which operations are expected to take place on the contract area between March 1st and July 15th, both days inclusive. If notification is not received by the Authorized Officer by February 1st, all operations with the potential to disturb nesting northern spotted owls may not be allowed during this time period.

Upon receipt of a notice that the Purchaser expects to perform such operations during this time period, the Government will conduct surveys to determine whether owls are nesting within 0.25 miles of harvest units. If it is determined owls are not nesting or that no young have been produced, the Authorized Officer may lift the seasonal restriction on such operations. Without this approval, such operations are prohibited from March 1st through July 15th of each year.

SAFETY

k. Purchaser's operations shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties on Contract Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees, contractors and subcontractors. In the event that the Authorized Officer identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract may be modified. If the cost of such contract modification is of a substantial nature (\$2,000.00 or more), the Purchaser may request, in writing, an adjustment in the Total (Actual) Purchase Price specified in Section 2 of the timber sale contract, as amended, to compensate for the changed conditions. Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA and Transportation standards no later than the pre-work meeting and prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed. Flagmen and devices shall be as specified in state OSHA and Transportation standards for logging roads or the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) published by the U.S. Department of Transportation - Federal Highway Administration. Included in the Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit "A" Map.

ROAD MAINTENANCE AND USE

l. The Purchaser is authorized to use the roads 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, provided that the Purchaser perform the required maintenance and surface replacement work described in Section 42.m. and pay the required maintenance and surface replacement obligations described in Section 42.n.

m. The Purchaser shall perform any required road repair and maintenance work on roads shown on Exhibit D Road Use and Maintenance Map as Purchaser maintenance, under the terms of Exhibit D, Road Maintenance Specifications, of this contract, which is attached hereto and made a part hereof. This work shall include furnishing and placing 730 cu. yds. of aggregate on the roadway and landings at locations and in the amounts designated by the Authorized Officer.

n. The Purchaser shall pay a road maintenance fee of one and 14/100 dollars (\$1.14) per thousand board feet log scale for roads shown on Exhibit D Road Use and Maintenance Map as BLM maintenance. The total fees due shall be based upon volumes determined pursuant to Exhibit B of this contract and mileage of roads used as determined by the Authorized Officer. The Authorized Officer shall establish an installment schedule of payment of the maintenance obligation. If it is determined by the Authorized Officer, after all merchantable timber has been cut and scaled, that the total maintenance payments made under this contract exceed the total maintenance and rockwear payment due, such excess shall be returned to the Purchaser after such determination is made.

ENVIRONMENTAL PROTECTION

o. If in connection with operations under this contract the Purchaser, their contractors, subcontractors, or the employees of any of them, discover, encounter, or become aware of any objects or sites of cultural value on the contract area such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Authorized Officer.

p. In addition to the requirements set forth in Sec. 25 of this contract, in order to prevent the spread of noxious weeds the Purchaser shall pressure wash all logging and road construction equipment, except log trucks, prior to entry onto BLM lands and between sale locations as directed by the Authorized Officer. Cleaning shall be defined as removal of all dirt, grease, plant parts and material that may carry noxious weed seeds.

q. The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:

(1) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;

(2) when, in order to comply with the Endangered Species Act, or to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;

(3) Federal proposed, Federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;

(4) when, in order to comply with a court order, which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;

(5) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;

(6) when, in order to comply with a stay or other remedy issued by the Interior Board of Land Appeals (IBLA) the Contracting Officer determines it may be necessary to modify or terminate the contract, or;

(7) species have been discovered which were identified for protection in accordance with management direction established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;

(8) when, in order to protect species which were identified for protection in accordance with management direction established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

During any period of suspension, the Purchaser may withdraw performance and payment bond coverage aside from that deemed necessary by the Authorized Officer to secure cut and/or removed timber for which the Bureau of Land Management has not received payment, and/or

unfulfilled contract requirements associated with harvest operations that have already occurred and associated post-harvest requirements.

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Section 3.a. of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, et seq.). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3.a. of the contract within 15 days after the bill for collection is issued, subject to Section 3.i. of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser. Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

In the event that a Court-ordered injunction results in a suspension period in which the Purchaser loses operating time of 30 calendar days or more during the contract period, the Contracting Officer shall unilaterally modify the contract based on reappraisal of the remaining volume as of the date that the suspension is lifted. The 30 days can be the sum of days accruing during more than one operating season. Reappraisal may result in a decrease to the unit price bid per species. Reappraisal will be based on the loss of net volume due to the deterioration of logs during the period of delay and any associated changes in the amortization of logging costs per unit of volume, as determined by the Authorized Officer. Amortization of road construction cost over a reduced net volume will be considered as well as any additional move-in or logging costs caused by the delay, as determined by the Authorized Officer. Reappraisal will adjust Exhibit B volume and values, and will not consider changes in the market price of timber.

In the event that operating time is lost as a result of the incorporation of additional contract requirements, or delays due to Endangered Species Act consultation with the U.S. Fish and Wildlife Service or U.S. National Marine Fisheries Service, court-ordered injunctions, or an IBLA issued stay or remedy, the Purchaser agrees that an extension of time, without reappraisal, will constitute a full and complete remedy for any claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to the Purchaser.

The Contracting Officer may determine that it is necessary to modify the contract or terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, prevent incidental take of northern spotted owls in accordance with the ROD and RMP, protect species that have been discovered which were identified for protection in accordance with management direction established in the ROD and RMP, or comply with a court order or an IBLA issued stay or remedy. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, if able to proceed without causing incidental take of northern spotted owls in accordance with the ROD and RMP, if consistent with species protection in accordance with management direction established in the ROD and RMP, or if consistent with a court order or an IBLA issued stay or remedy.

In the event the contract is modified or cutting and removal rights are terminated under this subsection, the Purchaser agrees that the liability of the United States shall be limited to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area. This calculation of liability shall utilize actual Purchaser costs and Government estimates of timber volumes. At the Authorized Officer's request, the Purchaser agrees to provide documentation of the actual costs incurred in the performance of the contract. In addition, the Purchaser shall be released from the obligation to pay the contract price for any timber which is not authorized to be removed from the contract area.

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraphs, based on an alleged breach of any duty to the Purchaser, whether express or implied, in regard to the manner in which the Government defended the litigation which resulted in the court order affecting the operation of the contract. This waiver also extends to any claims based on effects on the operation of the contract that arise from litigation against another agency. Furthermore, the Purchaser specifically acknowledges and agrees that a court ruling that the Government violated the Administrative Procedures Act cannot be interpreted, in itself, to mean that the Government had not acted reasonably in regard to its duties to the Purchaser under this contract.

FIRE PREVENTION

r. 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. Purchaser shall take such measures for prevention and suppression of fire on the contract area and other adjacent Government lands used or traversed by Purchaser in connection with operations as are required by applicable laws and regulations. However, when in the opinion of the Authorized Officer, weather and other conditions affecting fire incidence and control make special precautions necessary to protect the contract area and said Government lands, Purchaser shall take such additional or other fire prevention and control measures as may be required by the Authorized Officer. The Purchaser shall comply with Oregon Department of Forestry Industrial Fire Precaution Level (IFPL) I fire season requirements. At IFPL II and III, additional fire prevention and control provisions may be

added as determined by the Authorized Officer and specified in written instructions to the Purchaser to mitigate dry fuel and weather conditions.

s. In addition to the requirements of Sec. 15 of this contract, and notwithstanding the Purchasers satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the States willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measure(s) required by this contract: Perform logging residue reduction and site preparation work on Five (5) acres of harvest area located within harvest units. The required work shall consist of any treatment or combination of treatments, as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer. Prior to commencement of any operation under this Section of the contract, a slash disposal and pre-work conference between the purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. The number of acres of each treatment shall be determined by the Authorized Officer. All slash disposal shall be done in accordance with the plans developed at this pre-work conference. 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.

1. Excavator pile and burn slash where ground base logging operations in salvage harvest occurs and 25 feet off both sides of 8-4E-32 Rd and 8-4E-29 Rd in harvest Units 2 and 4. All road and in harvest area slash shall be piled by an excavator equipped with a hydraulic thumb. Finished piles shall be tight and free of dirt.

a) 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.

b) Machine piles shall be located as far as possible from green trees, snags, or unit boundaries to minimize damage.

c) Machine piles shall be kept free of dirt and other non-wood 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.

d) A minimum 10-foot by 10-foot cover of four (4) mil. polyethylene shall cap each machine pile to maintain a dry ignition point at the top of the pile. The cover shall be firmly fixed to each pile to hold it in place and not folded over so the plastic is smaller than 10-foot by 10-foot. Plastic shall be held in place with woody debris or tied with rope or twine. The plastic must be secured so that it is held in place during strong wind conditions. The Purchaser is required to furnish the covering materials. Covering shall be completed as directed by the Authorized Officer.

e) Cutting Areas shall be piled during the same season that they are logged.

2. Pile and burn landing slash within thirty (30) feet of the edge of each landing, all tops, broken pieces, limbs and debris more than one (1) inch 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 adjacent to roads at least twenty (20) feet from any Reserve Tree and/or as directed by the Authorized Officer. Upon completion of landing piling, the Purchaser shall prepare the landing piles for burning by securely covering each landing pile by securely covering each pile with four (4) mil. thick polyethylene plastic film at least 20 feet wide. Landing piles shall be 75 percent covered with the covering extending three-quarters of the way down all sides. The plastic shall be oriented southwest to northeast. Pieces of burnable material shall be placed on top of the plastic to secure it from moving and to prevent it from blowing off during strong wind episodes. 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. No landing debris shall be dozed off the landing and covered with dirt. Debris which has been buried and is determined to be the source of holdover fire shall be excavated by the Purchaser, at the Purchaser's expense, with a tractor and/or hydraulic excavator as directed by 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.

t. Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop-up assistance as required herein and measures required in Section 42.t. 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 each unit as shown below:

1. For Igniting, Burning, Mop-up of Piles on Units:

a. One work leader(s) Firefighter Type 1 (FFT1) qualified according to National Wildfire Coordinating Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1) to supervise crew and equipment operations, and to serve as Purchaser's representative.

b. Two-person crew Firefighter Type 2 (FFT2) qualified according to National Wildfire Coordination Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1, with sufficient fuel for burning, four (3) drip torches, one (1) power saw, and one (1) backpack pump, one (1) tool for each crew member.

c. The crew shall arrive on the project area with 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.

d. All ignition 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 lug sole 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.

LOG EXPORT RESTRICTIONS

u. All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs, except those of utility grade or below, such as sawlogs, peeler logs; and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards or specifications suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp, and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles.

Substitution will be determined under the definition found in 43 CFR 5400.0-5.

The Purchaser is required to maintain and upon request to furnish the following information:

1. Date of last export sale.
2. Volume of timber contained in last export sale.
3. Volume of timber exported in the past twelve (12) months from the date of last export sale.
4. Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.

5. Volume of timber exported in succeeding twelve (12) months from date of last export sale.

6. Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale. In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a Form 5450-017 (Export Determination). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (3) of Form 5450-017 (Export Determination) and file the form with the Authorized Officer.

In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a Form 5450-17 (Export Determination). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

In the event an affiliate of the Purchaser has exported private timber within twelve (12) months prior to purchaser or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in the form specified by the Authorized Officer and furnish the information to the Authorized Officer.

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

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

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

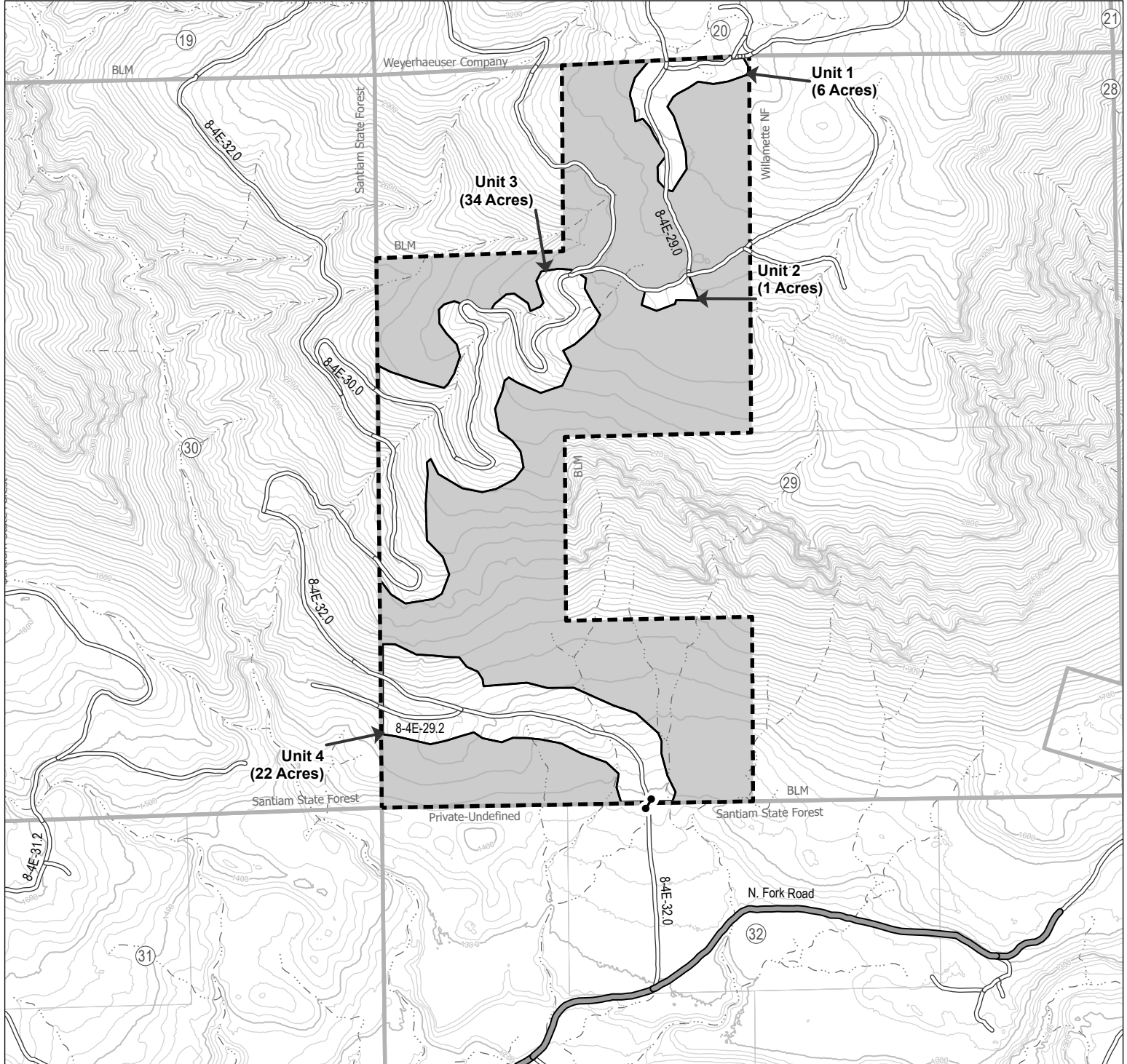
At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. Any increased cost for log branding and painting shall be the responsibility of the Purchaser.

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

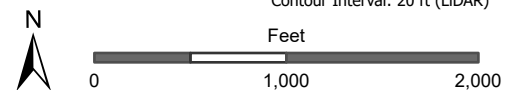


TIMBER SALE CONTRACT MAP - ORN01-TS-2022.0103

T. 8 S., R. 4 E., Section 29, W.M.



- Contract Area
- Danger Tree Removal Area
- Reserve Area
- Ownership
- Gate
- N. Fork Road
- Existing Road
- Stream



NOTES: Boundary of salvage areas are flagged and posted. Unit acres do not include existing roads.
Acreage was calculated based on global positioning traverse procedure including differential correction.

Danger Tree Removal Area	63 Acres
Reserve Area	175 Acres
Total Contract Area	238 Acres

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

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

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

Schedule of Species/Products, Measurement Units, and Prices		
Species/Products	Measurement Unit	Price Per Measurement Unit
Douglas-fir	MBF	\$199.20
western hemlock	MBF	\$24.40
Biomass	Green Tons	\$5.00

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

Schedule of Material Specifications			
Species/Product	Length (feet)	Diameter (inches inside bark at small end)	Net Scale (% of gross volume of any log segment)
All	16'	10"	33

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

III. Merchantable Timber Remaining - Measurement Requirements - The remaining volume of any merchantable sold timber on the contract area shall be determined as provided in Section 3. (g). of the contract. Purchaser shall pay for same in accordance with Section 3 of the contract at the unit prices shown in Section I of this Exhibit.

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

V. Scaling

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

The BLM will conduct check scales using the following standards.

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

Net scale. The allowable variance is as follows:

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

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

F. **Accountability**

1. Purchaser shall notify the Authorized Officer seven (7) days prior to starting or stopping of hauling operations performed under the contract.
2. All logs will be painted and branded at the landing and accounted for in accordance with Section 42 of the contract. If Sale Area is within a State that maintains a log brand register, brands shall be registered with the State. Purchaser shall use assigned brand(s) exclusively on logs from this sale until the Authorized Officer releases the brand(s).
3. Each truck driver shall obtain a load receipt and a BLM scaler receipt from the Log Truck Ticket Book issued by the Authorized Officer and comply with the instructions specified on the cover of said book. All load tickets will be marked with the cutting area number using a permanent marker or as directed by the Authorized Officer. While products are in transit, the truck driver shall display the load receipt and BLM scaler receipt on the bunk or wing log at the front of the load on the driver's side. All logs on each load shall be delivered to the destination listed on the woods receipt. The BLM scaler receipt shall be surrendered at the location of BLM scaling, the unloading location, or as requested by BLM. A designated area shall be identified at the yard scaling location for logs arriving during off hours. Logs arriving during off hours shall be left on the truck or may be off loaded to the designated area.

4. The Purchaser shall not haul logs from the contract area on weekends; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's holidays; or outside the hours of 4:00 a.m. to 8:00 p.m. daily, unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan. (Refer to Section 42 of the contract).
5. The Purchaser shall furnish BLM a map showing the route which shall be used to haul logs from the timber sale area to the scaling location. Such route shall be the most direct haul route between the two points, unless another route is approved by BLM. The route of haul may be changed only with advance notice to and approval by BLM. The haul route map shall be attached to the Approved Logging Plan.
6. All loads will be scaled at locations listed on the Scaling Authorization as approved by the Authorized Officer. Purchaser shall notify the Authorized Officer seven (7) days in advance to request additional scale site locations for approval on the Scaling Authorization.
7. Any removal of logs from loaded trucks before being accounted for and/or scaled as required by the contract shall be considered a willful trespass and render the Purchaser liable for damages under applicable law. Any payment made for purchase of such logs shall be deducted from amount due because of trespass.

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

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

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

Total Estimated Purchase Price And/or Schedule of Volumes and Values for Merchantable Timber Not Yet Removed from Contract Area					
Cutting Area		Total Estimated Volume (MBF)		Total Estimated PRESALE Purchase Price	
Cutting Area Number	Approximate Number of Acres	Volume per Acre	Total Volume	Value per Acre	Total Value
1	6	12.7	76	\$1,969.67	\$11,818.00
2	1	12.0	12	\$1,866.00	\$1,866.00
3	34	57.6	1959	\$10,788.52	\$366,809.60
4	22	57.6	1267	\$10,788.80	\$237,353.60
Biomass	0	n/a	10 green tons	n/a	\$50.00
Sale Totals		63	3,314 MBF		\$617,897.20

ROAD MAINTENANCE SPECIFICATIONS

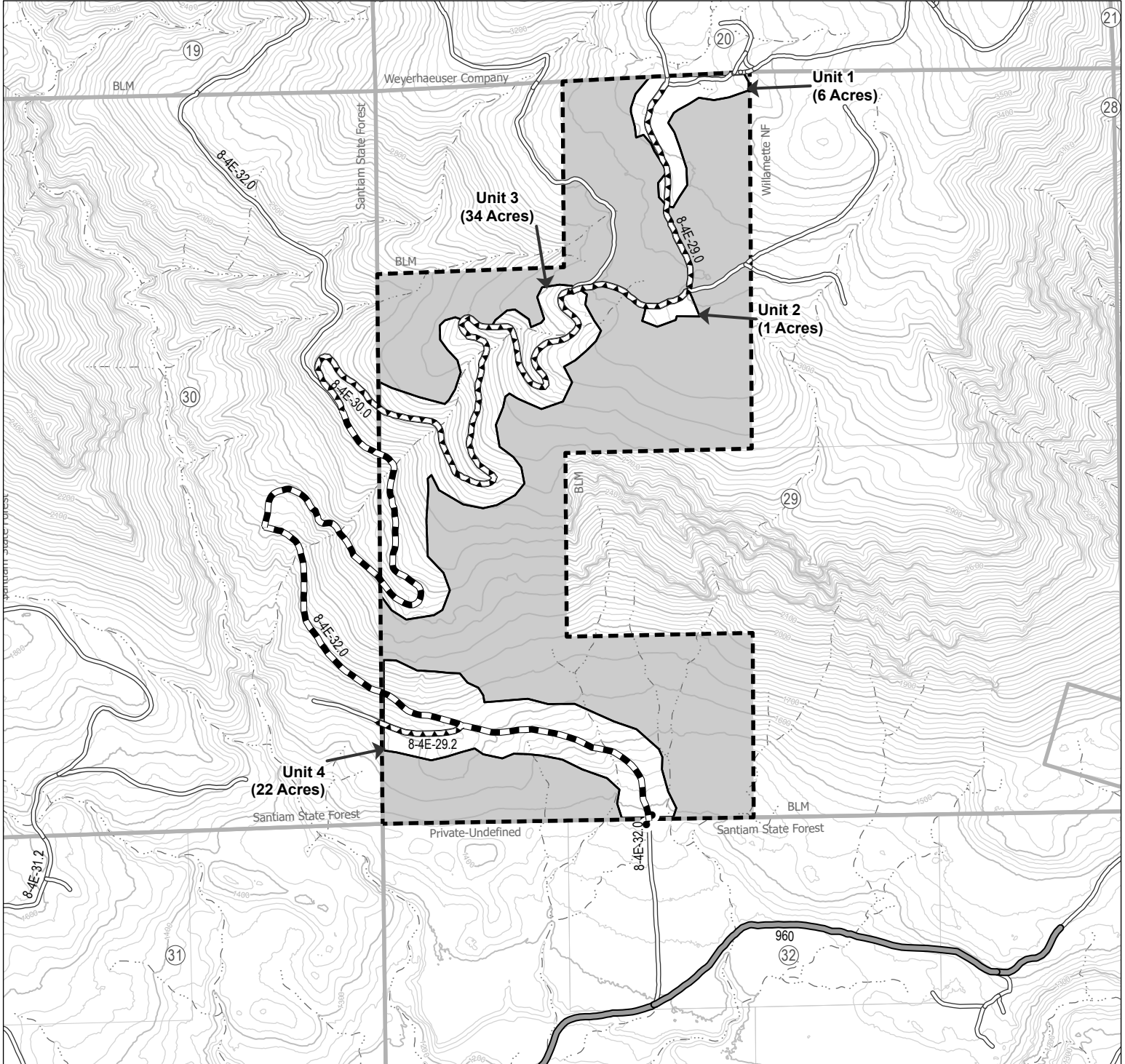
General road maintenance specifications are designated by numeric symbols according to the type of work performed as follows:

SECTION	DESCRIPTION
	Road Use and Maintenance Map
3000	General
3100	Operational Maintenance
3200	Seasonal Maintenance
3300	Final Maintenance
3400	Other Maintenance
3500	Decommissioning

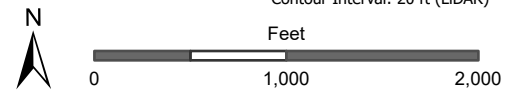


ROAD USE AND MAINTENANCE MAP - ORN01-TS-2022.0103

T. 8 S., R. 4 E., Section 29, W.M.



- Contract Area
- Danger Tree Removal Area
- Reserve Area
- Ownership
- Gate
- County Road
- Existing Road
- BLM Maintenance
- Purchaser Maintenance
- Stream



NOTES: Boundary of salvage areas are flagged and posted. Unit acres do not include existing roads.
 Acreage was calculated based on global positioning traverse procedure including differential correction.

Danger Tree Removal Area	63 Acres
Reserve Area	175 Acres
Total Contract Area	238 Acres

GENERAL - 3000

- 3001 The Purchaser shall be required to maintain all roads as shown on the Exhibit D map of this contract in accordance with Sections 3000, 3100, 3200, 3300, and 3400 of this exhibit.
- 3002 The Purchaser shall maintain the cross section of existing dirt or graveled roads to the existing geometric standards. Any roads required to be constructed, improved, or renovated under terms of this contract shall be maintained to the geometric standards required in Exhibit C of this contract.
- 3003 The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3105.
- 3004 The Purchaser shall be responsible for providing timely maintenance and cleanup on any roads with logging units substantially completed prior to moving operations to other roads. The maximum length of non-maintained or non-cleanup of the road prism shall not exceed the sum of one 1 mile at any time. Release of maintenance requirements may be granted, upon written request, when the conditions specified in Sections 3300 and 3400 are met satisfactorily.

OPERATIONAL MAINTENANCE - 3100

- 3101 The Purchaser shall blade and shape the road surface and shoulders with a motor grader. Banks shall not be undercut. Back blading with tractors or similar equipment will be allowed only around landings and other areas when approved by the Authorized Officer.
- 3102 The Purchaser shall furnish and place a minimum of 730 cubic yards of aggregate on the roadway and landings at locations and in the amounts designated by the Authorized Officer. The aggregate gradation and compacted depth will also be designated by the Authorized Officer. This aggregate shall be used to repair surface failures, landings and areas of depleted surface depth excluding damages covered by Section 12 of this contract. The aggregate shall be furnished, hauled, placed, spread, and compacted by use of dump trucks, water trucks, and motor grader or similar equipment.
- 3103 The purchaser shall maintain established berms and place additional berms using adjacent material where needed to protect fills as directed by the Authorized Officer.
- 3104 The purchaser shall perform other road cleanup including removal of debris, fallen timber, bank slough, and slides which can practicably be accomplished by a motor grader, rubber tired front end bucket loader, rubber tired backhoe or comparable equipment, and by the use of hand tools.
- 3104a Removal of bank slough and slide material includes placement of material at the nearest designated, suitable disposal site where material cannot erode into streams, lakes, or reservoirs or cause undue damage to road fill slopes which have been planted or mulched to control soil erosion as directed by the Authorized Officer.

- 3104b The Purchaser shall be responsible for removal of all slides or slough, up to fifteen station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the Purchaser.
- Prior to removal of any slough or slide material exceeding fifteen station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, method of disposal, and the disposal site. Work may commence immediately after agreement.
- Upon completion of agreed upon work, a reduction in timber sale purchase price will be made to offset the cost of the work, based on current BLM Road Cost Guide. Adjustments in purchase price for completed work shall be made as necessary and no less than one per year when actual work is ongoing.
- 3105 The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe, and maintaining water dips and water-bars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment.
- 3106 The Purchaser shall be responsible for repair and replacement of all materials eroded from road shoulders and fill slopes, up to fifteen station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the Purchaser. Prior to repair and replacement of eroded material exceeding fifteen station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, borrow source and method of repair. Work may commence immediately after agreement.
- Upon completion of agreed upon work, a reduction in timber sale purchase price will be made to offset the cost of the work based upon current BLM Road Cost Guide. Adjustments in purchase price for completed work shall be made as necessary and no less than once per year when actual work is ongoing.
- 3107 The Purchaser shall cut or trim trees and brush which obstructs vision or prevents the safe passage of traffic along the traveled way when directed by the Authorized Officer.
- The Purchaser shall also cut trees or brush encroaching on the road prism that are a result of his activities or winter damage during the contract period. Disposal of such vegetative material shall be in accordance with Section 2100 of Exhibit C.
- 3108 The Purchaser shall avoid fouling gravel or bituminous surfaces through covering with earth and debris from side ditches, slides or other sources. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway. Skidding of logs on the roadway in or outside designated logging units is not authorized without prior written approval by the Authorized Officer. Repair required caused by such skidding activity is not considered maintenance and shall be repaired at the Purchaser's expense.

- 3108a The Purchaser shall perform logging operations on gravel roadways only where the locations have been marked on the ground and/or approved by the Authorized Officer. The Purchaser shall furnish gravel for necessary repairs at designated locations. Repair of the roads is not considered maintenance and shall be repaired at the Purchaser's expense.

SEASONAL MAINTENANCE - 3200

- 3201 The Purchaser shall perform preventative maintenance at the end of Purchaser's hauling each season and during non-hauling periods which occur between other operations on the contract area. This includes requirements specified in Section 3100.
- 3202 The purchaser shall perform and complete maintenance specified in Sections 3000, 3100, and 3200 on all roads maintained by him, prior to October 15 each year, except as specified in Subsection 3203, after initial commencement of construction or logging operations. Thereafter, all roads shall have continuous preventive maintenance and road cleanup until suspension of seasonal operations. This includes all roads used and not used during the proceeding operating seasons.
- 3203 The Purchaser shall complete road cleanup and maintenance, as specified in Section 3100, at the completion of logging operations on any roads located in an area separate from the area where logging activities will resume.
- 3204 The Purchaser shall be responsible for performing post storm inspections and maintenance during the winter season to minimize erosion and potential road or watershed damage.

FINAL MAINTENANCE - 3300

- 3301 The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within thirty 30 calendar days following the completion of hauling and in accordance with Sec. 16b of this contract. This work shall include any maintenance and/or damage repairs specified in Sections 3000, 3100, and 3200 necessary to meet the conditions specified in Subsection 3002 and shall be executed in accordance with Subsection 3302 of this section.
- The Authorized Officer may grant acceptance of Purchaser's maintenance responsibility in part where certain individual roads or road segments are no longer of any use to the Purchaser's remaining removal operations, providing that all contract requirements as specified under Sec. 16b, Special Provisions Sections 3000, 3100, 3200 and 3300 of the maintenance specifications have been completed and a relinquishment of cutting and removal rights on cutting units tributary to these roads is signed by the Purchaser. Request for partial acceptance must be submitted in writing by the Purchaser.
- 3302 The Purchaser shall perform final road maintenance only when weather or soil moisture conditions are suitable for normal maintenance equipment operations as determined by the Authorized Officer.

If final maintenance is delayed after the date required in Subsection 3301 of this contract by adverse soil moisture or unsuitable equipment operating conditions, the Purchaser will be notified by the Authorized Officer when soil moisture and equipment operating conditions are suitable. The Purchaser shall then be required to complete final maintenance within 30 days.

OTHER MAINTENANCE - 3400

3401 The Purchaser shall repair any damage to road surfaces that was specified under Subsection 3108 and 3108a. This repair includes restoring the roadway to the designed standard and replacement of surfacing with approved surface material. This repair is not limited to use of equipment specified in Subsection 3104.

3402 The Purchaser shall be permitted to remove ice and snow from roads authorized for use under this contract only when prior written approval has been secured from the Authorized Officer. The Purchaser shall submit a written request for permission to remove ice and snow in advance of the date operations are to begin.

Upon receiving written authorization for ice or snow removal, the Purchaser will perform the work according to the conditions and equipment requirements set forth in the authorization.

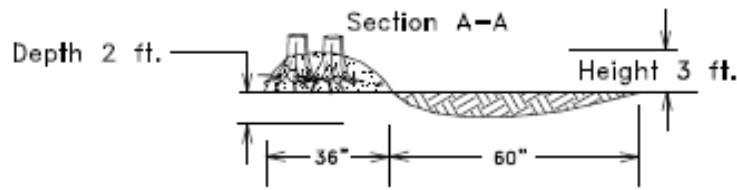
DECOMMISSIONING— 3500

3513 Drivable waterbars and drain dips shall be installed across full width of roadway at exact locations and quantities determined by the Authorized Officer. Water bars and drain dips shall be installed at the following intervals:

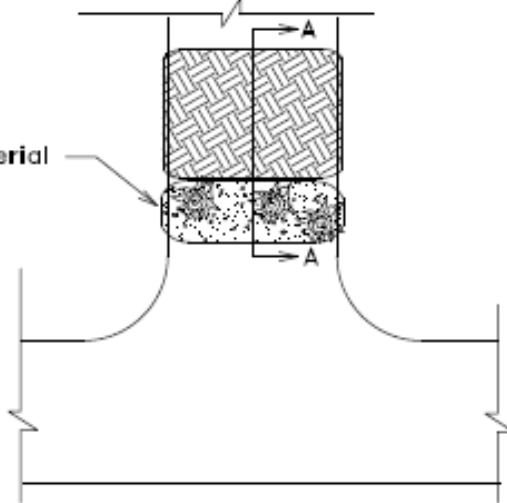
Road Gradient	<i>Spacing Distance</i>
0 - 5%	<i>400 feet</i>
6 - 12%	<i>300 feet</i>
<i>13% and greater</i>	<i>200 feet</i>

and at locations approved by the Authorized Officer, and in accordance with specifications and conforming to the lines, grades, dimensions, and typical sections shown on the plans, skipping locations that are at high points.

3514 Protection of exposed surfaces shall be accomplished by placement of soil stabilization material in accordance with Section 1800 and on designated roadways partially recontoured roadway sections, turnouts, disturbed areas, landings, cut banks, fill slopes and other areas disturbed by the purchaser's decommissioning or stabilization operations in accordance with these specifications and as shown in the plans.

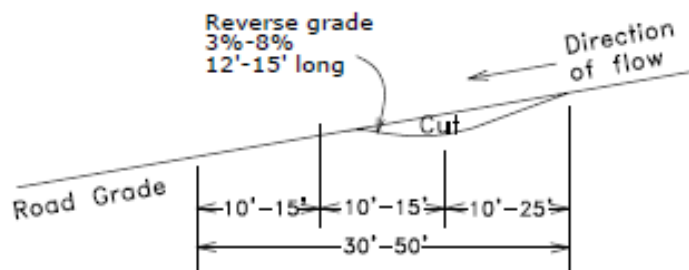
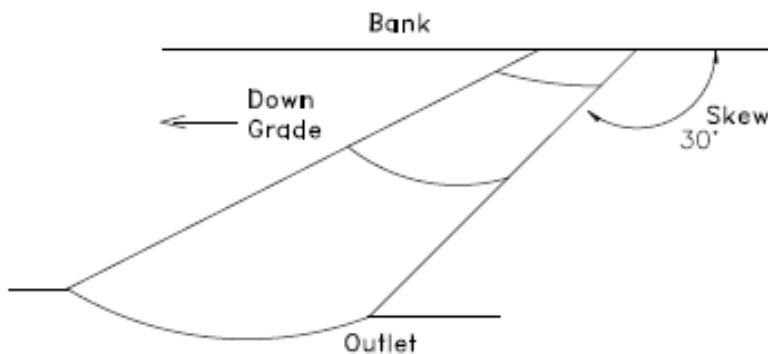


Stockpile excavated material



1. Roads shall be blocked as shown using available debris
2. All barricade material shall be stock piled in a large configuration of stumps, logs, large rocks, woody material and earth. Earth will be used to aid debris from being cut, stolen or moved from site.
3. Barricade locations will be flagged by the Authorized Officer prior to construction
4. The barricade shall span the entire width of the roadway and shall sufficiently block all vehicular access to the road

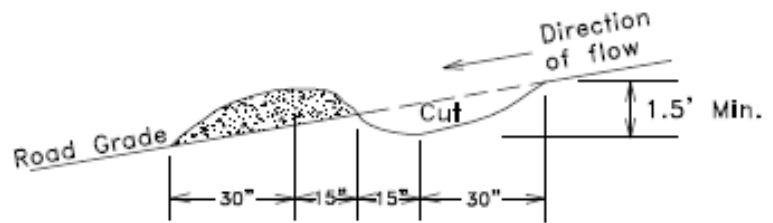
Typical Debris Barricade Details
 (Debris & Earth berm)
 (Not to Scale)



Typical Drainage Dip Details
 (Not to Scale)

1. Drain Dips shall be constructed to collect road surface run off and ditch water before reaching live stream.
2. Drain Dips shall extend from the cut bank to the fill slope and drain into vegetation with out any blockage.
3. Drain dips shall be skewed 30 degrees unless directed by the Authorized Officer.
4. Exact locations and quantities to be determined by the Authorized Officer.

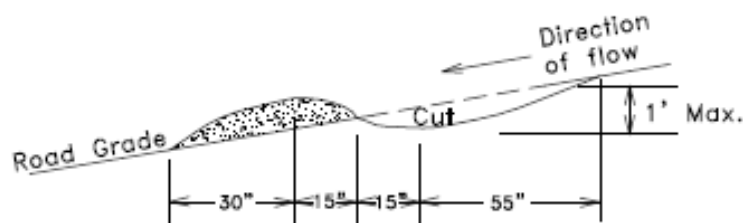
1. Waterbars shall be constructed as shown.
2. Exact locations will be flagged by the Authorized Officer prior to construction.
3. All waterbars shall be skewed 30 degrees.
4. Waterbars shall extend from the cut bank to the fill slope and be readily crossed by passenger type vehicles.



Typical NON-Drivable
 Waterbar Details
 (Not to scale)

Typical Drivable
 Waterbar Details
 (Not to scale)

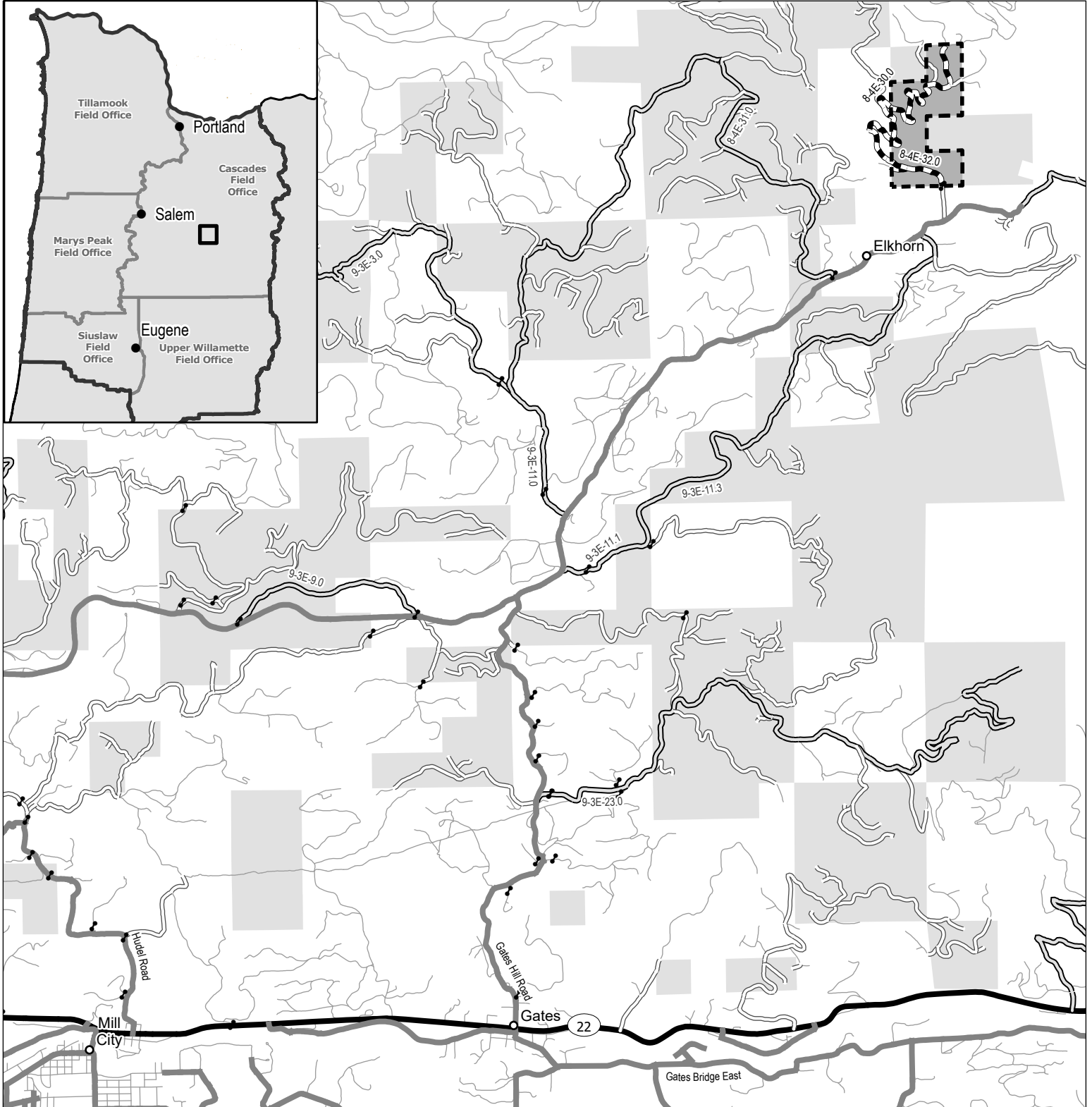
1. Waterbars shall be constructed as shown.
2. Exact locations will be flagged by the Authorized Officer prior to construction.
3. All waterbars shall be skewed 30 degrees.



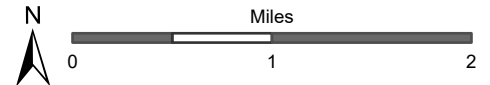
4. Waterbars shall extend from the cut bank to the fill slope and be readily crossed by passenger type vehicles.
5. The mound of material shall be compacted from the cut bank to the fill slope and shall be passable by passenger type vehicles.



TIMBER SALE VICINITY MAP - ORN01-TS-2022.0103
 T. 8 S., R. 4 E., Section 29, W.M.



- Contract Area
- Bureau of Land Management
- Gate
- Access Route
- Highway
- County Road
- Intermediate Road
- Minor Road
- Other Existing Road



NOTES: Boundary of salvage areas are flagged and posted. Unit acres do not include existing roads. Acreage was calculated based on global positioning traverse procedure including differential correction.

**UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management**

District:
Sale Number:
Sale Name: Evan's Switch DTR

Stumpage Computation

Species	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marg. Logs (+)	Stumpage
Doug fir	\$580.93	\$308.64	\$63.90	\$0.00	\$208.39
Western Hemlock	\$243.37	\$308.64	\$26.77	\$0.00	(\$92.04)
0	\$0.00	\$308.64	\$0.00	\$0.00	(\$308.64)
0	\$0.00	\$308.64	\$0.00	\$0.00	(\$308.64)
0	\$0.00	\$308.64	\$0.00	\$0.00	(\$308.64)
0	\$0.00	\$308.64	\$0.00	\$0.00	(\$308.64)
0	\$0.00	\$308.64	\$0.00	\$0.00	(\$308.64)
0	\$0.00	\$308.64	\$0.00	\$0.00	(\$308.64)

Appraised Price Summary

Species	Volume	Unrounded Stumpage & Value		Adjusted Appraised Price	
		\$/M	Value	\$/M	Value
Doug fir	3,072.0	\$208.39	\$640,174.08	\$199.20	\$611,942.40
Western Hemlock	242.0	(\$92.04)	(\$22,273.68)	\$24.40	\$5,904.80
0	0.0	(\$308.64)	\$0.00	\$0.00	\$0.00
0	0.0	(\$308.64)	\$0.00	\$0.00	\$0.00
0	0.0	(\$308.64)	\$0.00	\$0.00	\$0.00
0	0.0	(\$308.64)	\$0.00	\$0.00	\$0.00
0	0.0	(\$308.64)	\$0.00	\$0.00	\$0.00
0	0.0	(\$308.64)	\$0.00	\$0.00	\$0.00
TOTALS	3,314.0				\$617,847.20

Surplus species stumpage has been reduced to compensate for species stumpage below minimum price policy (10% of pond value).

Approved by: Jeremy Potest 06/28/2022

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Marion	8S	4E	29	NE¼NW¼, S½NW¼, NW¼SW¼, S½SW¼	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	3,072.0	3,468.0	3,528.0	28,392	2,379	5,098
Western Hemlock	242.0	277.0	277.0	3,510	0	810
Totals	3,314.0	3,745.0	3,805.0	31,902	2,379	5,908

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
63.0	0.0	0.0	63.0	52.6

Comments:

Western hemlock appraised below 10% of pond value. Deficit species value was applied to the Douglas-fir with a reduced stumpage price to reflect the loss value in WH. This adjustment was done on a spreadsheet titled Deficit Surplus Spreadsheet which is the new advertised stumpage sheet to be applied to the contract..

Logging Costs

Stump to Truck	\$819,866.00
Transportation	\$213,465.00
Road Construction	\$0.00
Maintenance/Rockwear	\$36,544.21
Road Use	\$0.00
Other Allowances	\$5,850.00
Total:	\$1,075,725.21
Total Logging Cost per MBF:	\$324.60

Utilization Centers

Location	Distance	% of Net Volume
Multiple Locations	51.0 miles	100 %

Profit & Risk

Profit	8 %
Risk	0 %
Total Profit & Risk	8 %

Tract Features

Quadratic Mean DBH	20.9 in
Average GM Log	117 bf
Average Volume per Acre	52.6 mbf
Recovery	87 %
<u>Net MBF volume:</u>	
Green	0.0 mbf
Salvage	3,314 mbf
Export	0 mbf
<u>Ground Base Logging:</u>	
Percent of Sale Volume	90 %
Average Yarding Slope	18 %
Average Yarding Distance	160 ft
<u>Cable Logging:</u>	
Percent of Sale Volume	10 %
Average Yarding Slope	50 %
Average Yarding Distance	160 ft
<u>Aerial Logging:</u>	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

Cruise

Cruise Completed	May 2022
Cruised By	Poteet, Rainey, Barclay
Cruise Method	

Variable plot cruise using a 20 BAF in strata 1, units 1 & 2. Using a 40 Baf in strata2 units 3 & 4. 200 foot spacing between plots from a random starting point and assigned before the cruise. plot center were found utilizing hand held gps devices and avenza maps.

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	5,098	3,072.0	\$580.93	\$46.47	\$324.60	\$0.00	\$209.90	\$644,812.80
Western Hemlock	810	242.0	\$243.37	\$19.47	\$324.60	\$0.00	\$24.40 *	\$5,904.80
Totals	5,908	3,314.0						\$650,717.60

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

Other Wood Products

Product	Unit of Measure	# of Units	\$/Unit	Appraised Value
Biomass	Green Tons	10	\$5.00	\$50.00
Totals				\$50.00

Total Appraised Value: \$650,767.60

Percent of Volume By Log Grade

Species	No. 1 & 2 Peeler	No. 3 Peeler	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Douglas Fir				87.0 %	13.0 %		

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western Hemlock				76.0 %	22.0 %	2.0 %	

Unit: 1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	57.0	65.0	65.0	166
Western Hemlock	19.0	22.0	22.0	73
Totals:	76.0	87.0	87.0	239

Net Volume/Acre: 12.7 MBF

Regeneration Harvest	6.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	6.0

Unit: 2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	9.0	11.0	11.0	28
Western Hemlock	3.0	4.0	4.0	12
Totals:	12.0	15.0	15.0	40

Net Volume/Acre: 12.0 MBF

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

Unit: 3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	1,825.0	2,059.0	2,096.0	2,977
Western Hemlock	134.0	152.0	152.0	440
Totals:	1,959.0	2,211.0	2,248.0	3,417

Net Volume/Acre: 57.6 MBF

Regeneration Harvest	34.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	34.0

Unit: 4

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	1,181.0	1,333.0	1,356.0	1,927
Western Hemlock	86.0	99.0	99.0	285
Totals:	1,267.0	1,432.0	1,455.0	2,212

Net Volume/Acre: 57.6 MBF

Regeneration Harvest	22.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	22.0

Total Stump To Truck	Net Volume	\$/MBF
\$819,866.00	3,314.0	\$247.39

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

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Yoder	GM MBF	375.0	\$345.84	\$129,690.00	
Shovel	GM MBF	3,370.0	\$204.80	\$690,176.00	Roadside DTR manual falling 7 loads per day, \$5.02 per gallon fuel
Subtotal				\$819,866.00	

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:

Roadside DTR manual falling 7 loads per day, \$5.02 per gallon fuel

Total	Net Volume	\$/MBF
\$213,465.00	3,314.0	\$64.41

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Multiple Locations	51.0	Salvage Material	GM MBF	3,745.0	\$57.00	\$213,465.00	100 %

Comments:

(\$95.00/Hours, 51 – 60 Miles @ 3 Hours per load, 5 MBF/Load)= \$57.00

Engineering Allowances

Total	Net Volume	\$/MBF
\$36,544.21	3,314.0	\$11.03

Cost Item	Total Cost
Road Construction:	\$0.00
Road Maintenance/Rockwear:	\$36,544.21
Road Use Fees:	\$0.00

Comments:

- ROCKWEAR ALLOWANCE - EXHIBIT D \$26,441.89 \$7.98
- ROAD MAINTENANCE ALLOWANCE - EXHIBIT D \$6,310.07 \$1.90
- ROAD MAINTENANCE FEES DUE TO BLM \$3,792.24 \$1.14

Total	Net Volume	\$/MBF
\$5,850.00	3,314.0	\$1.77

Environmental Protection

Cost item	Total Cost
Equipment washing	\$400.00
Subtotal	\$400.00

Slash Disposal & Site Prep

Cost item	Total Cost
Machine pile Burning	\$750.00
Land pile construction and cover	\$1,000.00
Land pile Burning	\$1,000.00
Machine pile Construction and covering	\$2,700.00
Subtotal	\$5,450.00

Comments:

Landing pile Construction and covering 8 acres = \$1000

Landing pile burning = \$1000

Machine pile construction and covering 6 acres = \$2700

Machine pile Burning =\$750