

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

Black Horse Salvage Timber Sale
ORN01-TS-2021.0115
Date: July 26, 2021

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, August 25, 2021. 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 June 1, 2021, referring to the Black Horse Fire Salvage Project, DOI-BLM-ORWA-N010-2021-0006-CX document.

The forest management decision covering Black Horse Salvage, Contract No. ORN01-TS-2021.0115, has been administratively appealed to the Interior Board of Land Appeals (IBLA). The appellant has also requested a stay of the decision. The IBLA did not grant a stay suspending the forest management decision. The Bureau of Land Management (BLM) will proceed with normal bidding on the tract. Although the BLM does not know at this time what decisions IBLA will issue, the BLM is providing this notice to advise all bidders that significant delays may occur before award of the contract or before any operations may be undertaken. Additionally, an adverse ruling may require the BLM to suspend, cancel, or modify the contract. The Authorized Officer retains the right to reject all bids associated with this tract. Any written bids submitted prior to bidder receipt of written notification of this appeal may be withdrawn prior to the start of oral bidding. The high bidder must sign a form acknowledging the notice of the appeal immediately following the auction.

A CATERGORICAL EXCLUSION was prepared for this timber sale tract. This document is available for inspection as background 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.

The Bureau of Land Management has determined that the 2020 fires in the Northwest Oregon District, Cascades Field Office resulted in a salvage program of sufficient magnitude to warrant the extension of time for cutting and removal without reappraisal of qualifying existing green timber contracts so that harvest operations can be expedited on the salvage timber. Therefore, Contract No. ORN01-TS-2021.0115, Black Horse Salvage has been approved for the offer of extension credits. The purchase of this salvage timber entitles the Purchaser to volume-for-volume and contract term-for-contract term extensions without reappraisal of qualifying BLM contracts for green timber held by the Purchaser.

Most Covid-19 restrictions have been lifted within the state of Oregon, including mask mandates while in federal buildings for fully vaccinated individuals. However, due to the size of the room where our Auctions are held, and to continue to maintain your safety, the safety of the public and employees, the BLM respectfully requests the following precautions be taken by our purchasers at the timber sale auction on August 25th, 2021 at the Salem Office:

- We request that you limit participation, where possible, to one representative per company.
- We request only qualified bidders attend the auction (those that have a bid deposit and written bid).
- Those that are fully vaccinated do not need to wear a mask while in the Salem Office. However, if you not fully vaccinated, masks will be required while in the building. People are considered fully vaccinated for COVID-19 ≥ 2 weeks after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or ≥ 2 weeks after they have received a single-dose vaccine (Johnson & Johnson [J&J]/Janssen) <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated-guidance.html>. Mask wearing is welcome regardless of vaccination status.

BLM employees will be restricted to those necessary to conduct the Auction. Additionally, the BLM will take steps to provide separation in the auction room, including keeping chairs at least 6' apart and increasing cleaning/sanitizing.

TIMBER SALE NOTICE
SCALE SALE

NORTHWEST OREGON DISTRICT
CASCADES FIELD OFFICE

SALE DATE: August 25, 2021

CONTRACT NO. ORN01-TS-2021.0115, BLACK HORSE SALVAGE: SCALE SALE:
CLACKAMAS COUNTY, OREGON: O&C, PD: ORAL AUCTION:
BID DEPOSIT REQUIRED: \$148,200.00.

All timber designated for cutting on: SE1/4SW1/4 Sec. 15; SE1/4SE1/4 Sec. 16; NW1/4NE1/4, SW1/4SW1/4 Sec. 21; NE1/4, NW1/4NW1/4, SE1/4NW1/4, Sec. 22; NW1/4, Sec. 23; T. 7 S. 3 E.; WM.

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	Species	Est. Vol. Mbf 16' Log	Appraised Price Per Mbf	Estimated Volume Times Appraised Price
10,066	Douglas Fir	6,037	\$244.60	\$1,476,650.20
755	Western hemlock	104	\$30.90	\$3,213.60
514	Red alder	25	\$71.30	\$1,782.50
11,335	Totals	6,166		\$1,481,646.30

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 in the Salvage Area, for estimated board foot volumes of trees in 16-foot logs. Plots were measured using a 40 basal factor. Approximately 100% of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is 21.4 inches DBHOB; the average log contains 125 bd. ft.; the total gross volume is approximately 7,415 MBF; and 83% 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: 143 acres of Salvage Area. Acres shown on Exhibit A have been computed using Global Positioning System traverse procedures including differential correction.

DURATION OF CONTRACT: Will be 24 months for cutting and removal of timber.

LOCATION: For access to the sale area please refer to the Timber Sale Vicinity Map.

ACCESS: Gate keys or combo are required for access. Prospective bidders may obtain a key or lock combo by contacting Cameron Minson at 503-302-1860.

ROAD MAINTENANCE: The Purchaser shall pay a road maintenance fee of twelve and 59/100 dollars (\$12.59) per thousand board feet of log scale and a rockwear fee of two and 34/100 dollars (\$2.34) per thousand board feet log scale for the use of roads identified as BLM maintenance on Exhibit D.

The Purchaser shall perform any required road repair and maintenance work on roads identified as Purchaser maintenance, under the terms of Exhibit D, Road Maintenance Specifications, of this contract, which is attached hereto and made a part hereof.

ROAD CONSTRUCTION: The Purchaser shall construct Spur #1 in Unit 7 and decommission Spur #1 in strict accordance with the plans and specifications shown on Exhibit C.

SPECIAL ATTENTION ITEMS:

- Sec. 41.-Reserved timber
- Sec. 42.f-h -Seasonal restrictions
- Sec. 42.i -Safety

Seasonal Restriction Matrix

Seasonal Restriction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Skidding operations (42.f).**												
No road construction, decommissioning, stabilizing or hauling on natural surface roads (42.g).**												
No in-stream work (42.h.).												
Operations Restricted												
No Restrictions												

**Seasonal restrictions may be shortened or extended as determined by Authorized Officer.

RESERVED

Sec. 41. Timber Reserved from Cutting

- a. All timber in the Reserve Area shown on Exhibit A and all tagged trees which are on or mark the boundaries of the Reserve Area, or Leave Islands.
- b. All orange painted trees within the Unit Boundary shown on Exhibit A.
- c. All timber within the Leave Islands as shown on the Exhibit A.
- d. All existing down logs which do not present a safety hazard as determined by the Authorized Officer.

Sec. 42. Special Provisions

LOGGING

- a. Before beginning operations on the contract 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 Purchasers 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 developed by this provision.
- c. At all landings, 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.
- d. In all Units – 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 and/or skyline corridors. Before felling and yarding any timber, except road right-of-way timber, the Purchaser shall locate designated skid trails and/or skyline corridors 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 and/or skyline corridors 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 and/or skyline corridors to 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.

e. Excessive damage to the reserve timber, as determined by the Authorized Officer, will result in suspension of operation until mitigation measures are in place to prevent further damage as directed by the Authorized Officer.

f. No skidding between October 16th of one calendar year and May 14th 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.

g. Road stabilizing, decommissioning, or hauling on natural surface roads shall be conducted between December 1st of one calendar year and April 30th of the following calendar year both days inclusive. This may be shortened or extended as determined by the Authorized Officer.

h. No in-stream work shall be conducted between October 16th of one calendar year and May 31st of the following calendar year both days inclusive to protect water quality.

SAFETY

i. 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 contract purchase price specified in Section 2 of the timber sale contract, as amended, to compensate for the changed conditions.

Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA and Transportation standards no later than the pre-work meeting and prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed. Flaggers 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 CONSTRUCTION, RENOVATION, MAINTENANCE, AND USE

j. The Purchaser shall construct, renovate, and maintain roads and landings in accordance with the following specifications:

1. The Purchaser shall construct Spur #1 in Unit 7 and decommission Spur #1 in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof.
2. Identify the location and specifications of landings and loading points in a method approved by the Authorized Officer. Upon approval from the Authorized Officer the Purchaser may commence construction of landings and loading points.
3. Upon completion and approval of landing construction, the Purchaser may be required to armor the sub-grade with base rock at locations designated by the Authorized Officer to prevent contamination of existing rock roads depending on conditions.
4. All roads with insufficient rock surfacing to allow for wet weather haul may be rock at the Purchasers expense with prior approval of the Authorized Officer.

k. The Purchaser is authorized to use the roads listed and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management, for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in this Section, provided that the Purchaser pay the required maintenance and rockwear obligations described in Section 42.1. Any road listed on Exhibit D and requiring construction, improvement, or renovation in Exhibit C of this contract, shall be maintained by the Purchaser until receiving written acceptance of the construction, improvement or renovation from the Contracting Officer. The Purchaser shall pay current Bureau of Land Management maintenance and rockwear fees for the sale of additional timber under modification to the contract.

l. The Purchaser shall pay a road maintenance fee of twelve and 59/100 dollars (\$12.59) per thousand board feet of log scale and a rockwear fee of two and 34/100 dollars (\$2.34) per thousand board feet log scale for the use of roads identified as BLM maintenance on Exhibit D. The totals maintenance and rockwear fees due shall be based on the volumes determined pursuant to Exhibit B of this contract, as determined by the Authorized Officer. The Authorized Officer shall establish an installment schedule of payment of the road maintenance and rockwear obligation. If it is determined by the Authorized Officer, after all merchantable timber has been cut and scaled, that the total rockwear payments made under this contract exceed the rockwear payment due, such excess shall be returned to the Purchaser after such determination is made.

m. Except for road maintenance in accordance with Section 42.1. the Purchaser shall perform any required road repair and maintenance work on roads identified as Purchaser maintenance, under the terms of Exhibit D, Road Maintenance Specifications, of this contract, which is attached hereto and made a part hereof.

n. The Purchaser agrees that if they elect to use any other private road, which is the subject of a right-of-way agreement with the Government for the removal of Government timber sold under the terms of this contract, Purchaser shall request and agree to the modification of this contract to provide for such use and for allowances for amortization of the Government's share of the capital investment of any such road.

o. The Purchaser shall be required to secure written approval to use vehicles or haul forest products and equipment over Government owned or controlled roads when such vehicles or equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit or if vehicles meet allowable non-permitted State vehicle weights, but the haul route crosses a structure or segment of road that is posted for reduced weights. The Purchaser agrees to abide by any special requirements included in said written approval. Details of such equipment shall be furnished to the Authorized Officer for evaluation of load characteristics at least fifteen (15) days prior to proposed move in.

Details shall include:

- A. Axle weights when fully loaded.
- B. Axle spacing.
- C. Transverse wheel spacing.
- D. Tire size.
- E. Outside width of vehicle.
- F. Operating speed.
- G. Frequency of use.
- H. Special features (e.g., running tracks, overhang loads, etc.).

The Purchaser shall be responsible for repair of any damage to roads or structures caused by the use of overweight or over-dimension vehicles or equipment: (1) without written approval; (2) in violation of the conditions of a written approval; or, (3) in a negligent manner. The amount of actual damage shall be determined by the Authorized Officer following a technical inspection and evaluation.

ENVIRONMENTAL PROTECTION

p. In order to prevent the spread of noxious weeds, the Purchaser shall pressure wash all earth disturbing equipment and logging equipment prior to entry onto BLM lands 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. Equipment shall be inspected by the Authorized Officer at a site approved by the Authorized Officer to verify that the equipment had been reasonably cleaned prior to entry onto BLM lands.

q. In additions to the requirements set forth in Sec. 26 of this contract, the Purchaser shall cover skid trails with logging slash and debris, install water bars or comparable erosion control measures, and block entrances or other created access points on the contract areas shown on Exhibit A as directed by the Authorized Officer. This work shall be completed within fifteen (15) days after completion of log hauling from each landing.

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

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

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

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

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

In the event that operating time is lost as a result of the incorporation of additional contract requirements, or delays due to Endangered Species Act consultation with the U.S. Fish and Wildlife Service or U.S. National Marine Fisheries Service, or court-ordered injunctions, 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. 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, consistent with species protection in accordance with management direction established in the ROD and RMP, or court order requirements necessitating the modification or termination.

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

s. Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in construction or logging operations under this contract during the fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer. Purchaser shall take such measures for prevention and suppression of fire on the

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

LOGGING RESIDUE REDUCTION

t. 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 approximately fifty three (53) acres of salvage harvest area located within salvage 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 purchasers operations under the terms of this contract.

1. Excavator pile and burn slash within ground-based portion of salvage units from skid trails and within 25 feet of roads in salvage harvest areas. 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. The cover shall be firmly fixed to each pile to hold it in place. 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.
- f. Machine piling equipment would travel on previously used skid trails during dry soil conditions. In areas inaccessible from designated skid trails where the slope is less than 35 percent, machine piling equipment would be allowed one pass over a slash mat.

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.

u. 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(v). 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. Five-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, six (6) 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

v. All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export under 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 or 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; (6) shakes and shingles.

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

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

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 "Certificate as to Nonsubstitution and the Domestic Processing of Timber". The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

In the event an affiliate of the Purchaser has exported private timber within 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.

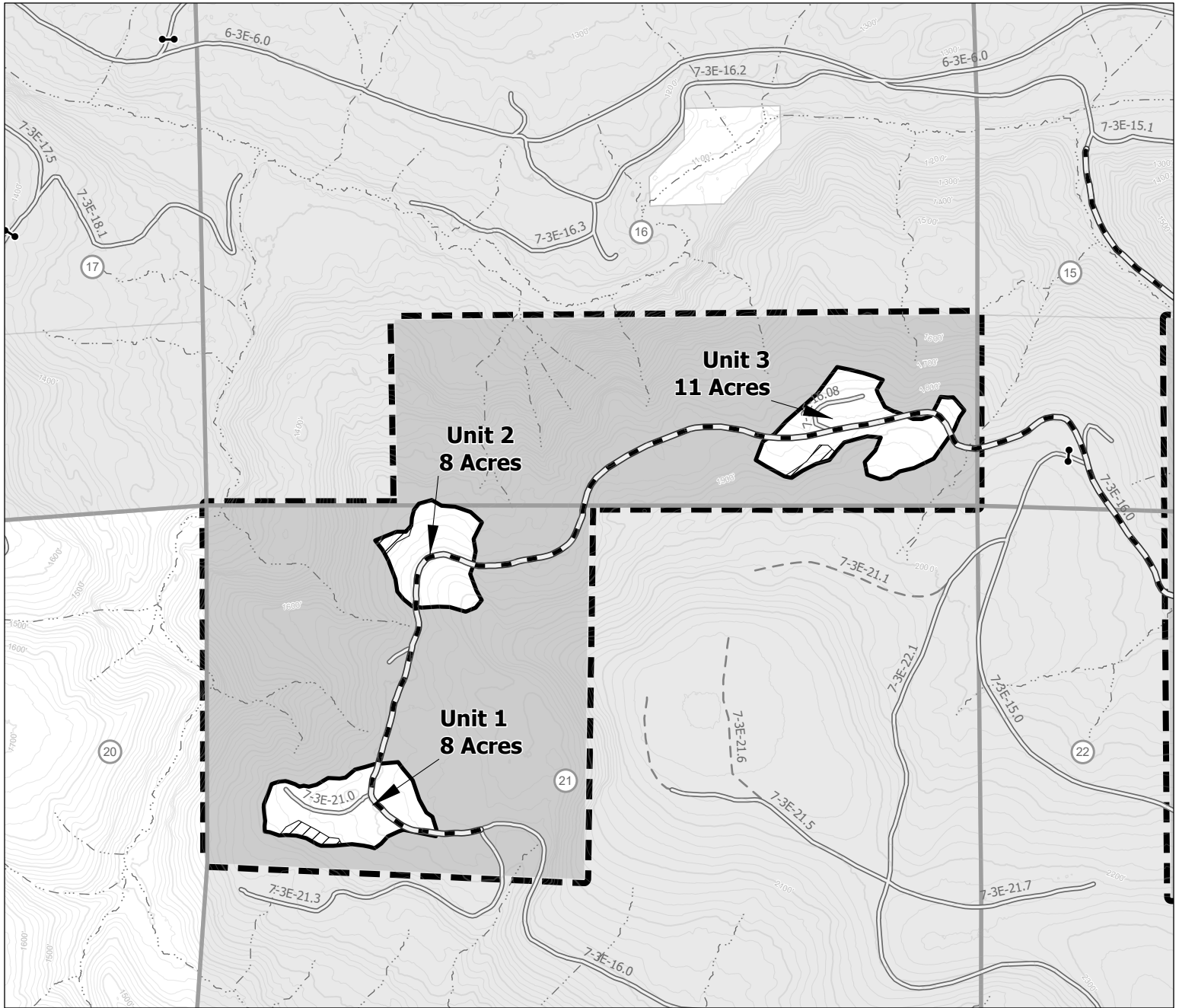
In the event of the Purchaser's noncompliance with this subsection of the contract, the Authorized Officer may take appropriate action as set forth in Section 10 of this contract. In addition, the Purchaser may be declared ineligible to receive future awards of Government timber for a period of one year.



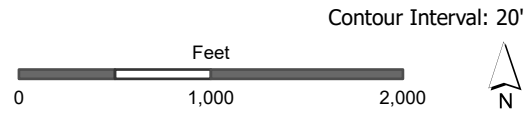
UNITED STATES DEPARTMENT OF THE INTERIOR
 Bureau of Land Management
 Northwest Oregon District

Black Horse Salvage
 Timber Sale
 EXHIBIT A
 Page 1 of 3

TIMBER SALE CONTRACT MAP - ORN01-TS-2021.0115
 T. 7 S. R. 3 E., Section 16, 21, W.M.



- Road to be Maintained
- Other Existing Road
- Decommissioned or Closed Road
- Gate
- Stream
- Contract Area
- Salvage Area
- Leave Islands

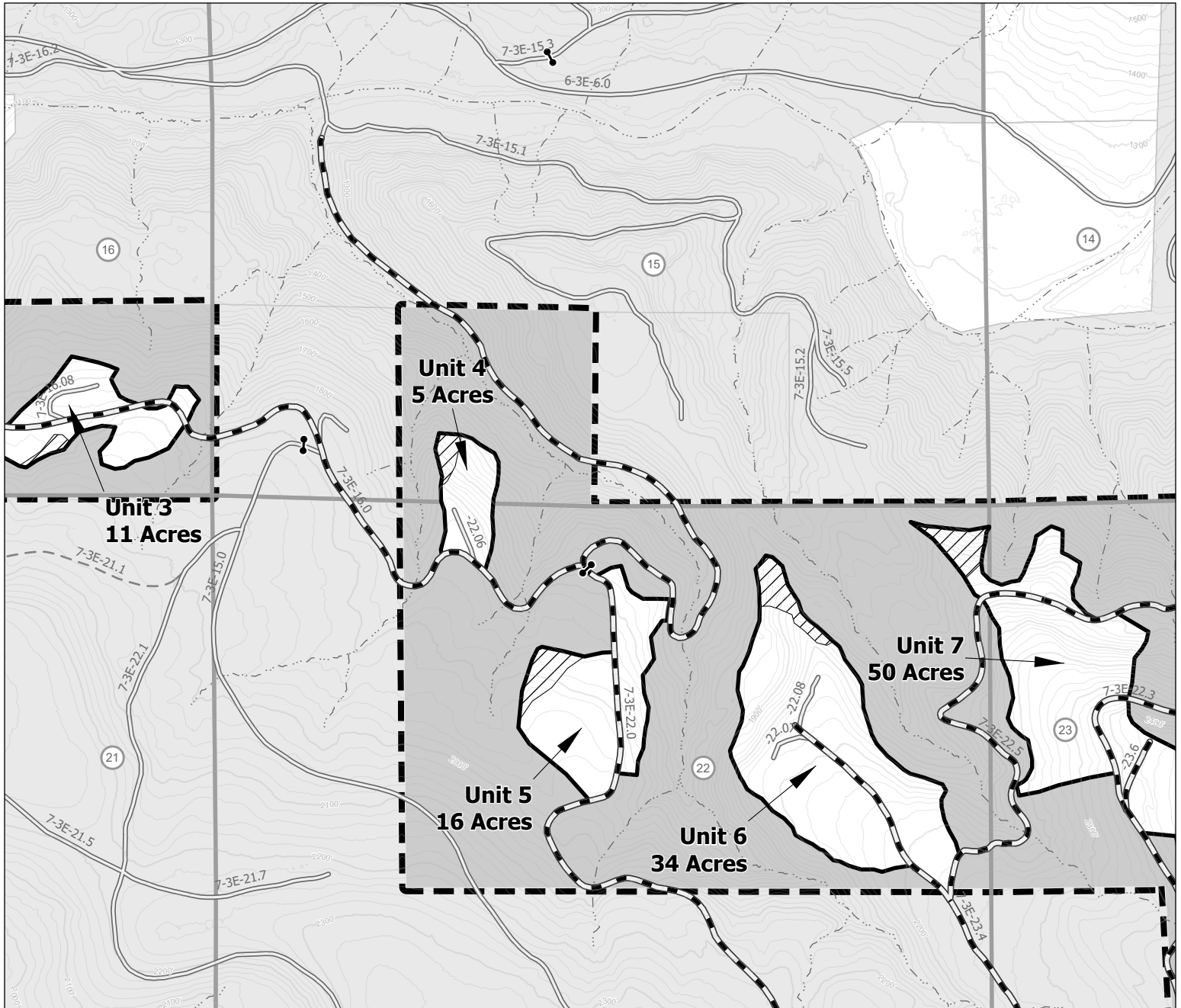


Salvage Area	144 Acres
Leave Islands	16 Acres
Reserve Area	689 Acres
Total Contract Area	849 Acres

Unit boundaries are painted orange and posted. Acres do not include existing or new roads. Acreage was calculated based on global positioning system traverse procedures including differential correction.



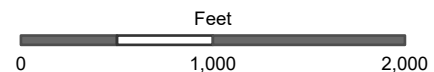
TIMBER SALE CONTRACT MAP - ORN01-TS-2021.0115
 T. 7 S. R. 3 E., Section 15, 22, W.M.



Contour Interval: 20'

- Road to be Maintained
- Other Existing Road
- Decommissioned or Closed Road
- Gate
- Stream

- Contract Area
- Salvage Area
- Leave Islands



Salvage Area	144 Acres
Leave Islands	16 Acres
Reserve Area	689 Acres
Total Contract Area	849 Acres

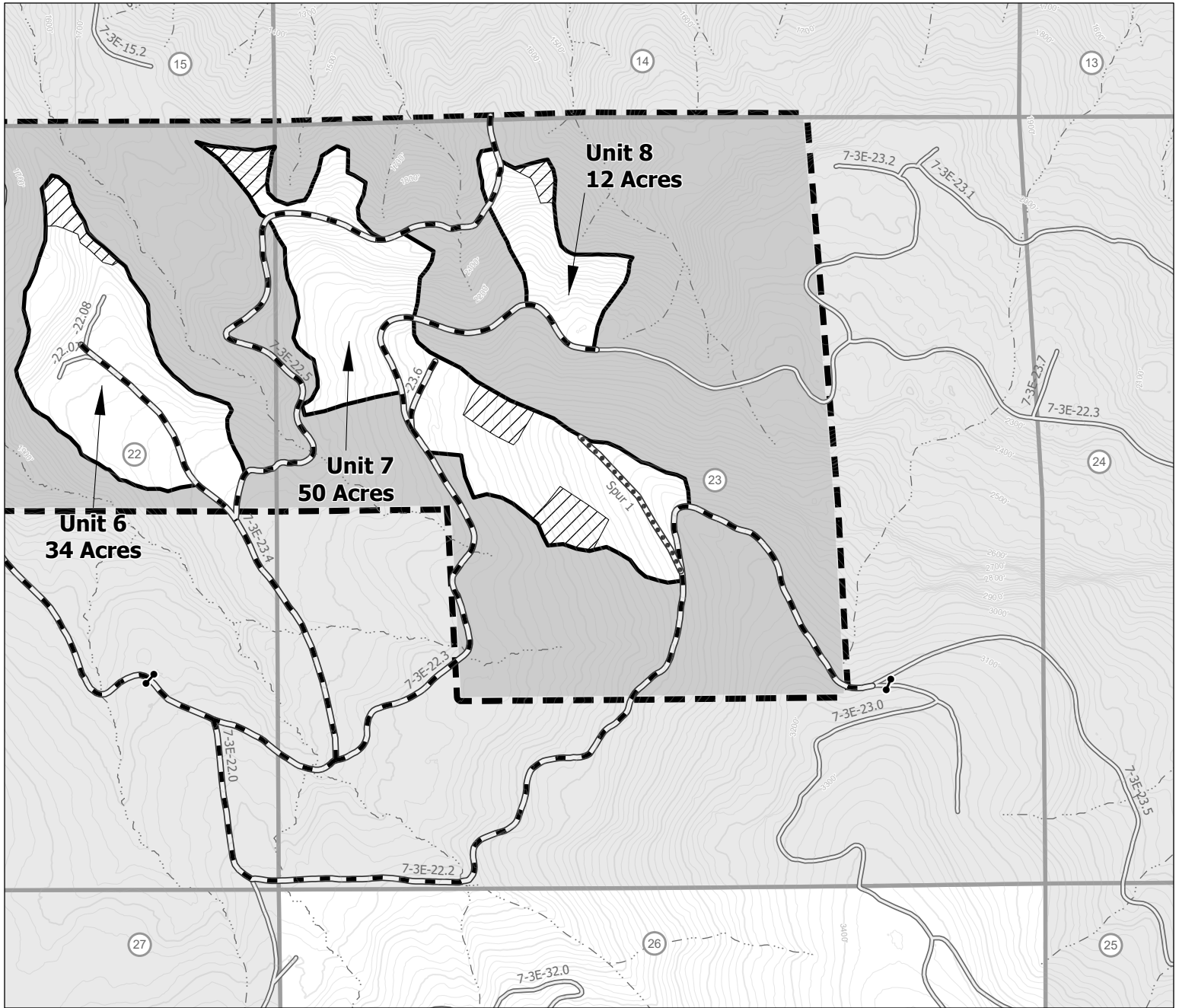
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UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Northwest Oregon District

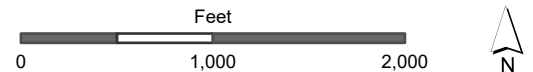
Black Horse Salvage
Timber Sale
EXHIBIT A
Page 3 of 3

TIMBER SALE CONTRACT MAP - ORN01-TS-2021.0115
T. 7 S. R. 3 E., Section 23, W.M.



Contour Interval: 20'

- Road to be Constructed
- Road to be Maintained
- Other Existing Road
- Gate
- Stream
- Contract Area
- Salvage Area
- Leave Islands



Salvage Area	144 Acres
Leave Islands	16 Acres
Reserve Area	689 Acres
Total Contract Area	849 Acres

Unit boundaries are painted orange and posted. Acres do not include existing or new roads. Acreage was calculated based on global positioning system traverse procedures including differential correction.

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

**EXHIBIT B
SCALE SALE**

PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS

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

Schedule of Species/Products, Measurement Units, and Prices		
Species/Products	Measurement Unit	Price Per Measurement Unit
Douglas-fir	MBF	\$244.60
Western hemlock	MBF	\$30.90
Red alder	MBF	\$71.30

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	18'	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.

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 Purchase Price	
Cutting Area Number	Approximate Number of Acres	Volume per Acre	Total Volume	Value per Acre	Total Value
1	8	31.4	251	\$7,487.34	\$59,898.70
2	8	31.4	251	\$7,487.34	\$59,898.70
3	11	31.4	345	\$7,477.27	\$82,250.0
4	5	31.4	157	\$7,466.74	\$37,333.70
5	16	52.5	840	\$12,656.31	\$202,500.90
6	34	31.4	1,067	\$7,487.56	\$254,577.20
7	50	52.5	2,625	\$12,662.10	\$633,104.90
8	12	52.5	630	\$12,673.52	\$152,082.20
Sale Total	144		6,166		\$1,481,646.30

U.S. DEPT. OF THE INTERIOR
Bureau of Land Management
NORTHWEST OREGON DISTRICT
TIMBER SALE CONTRACT
Road Specifications

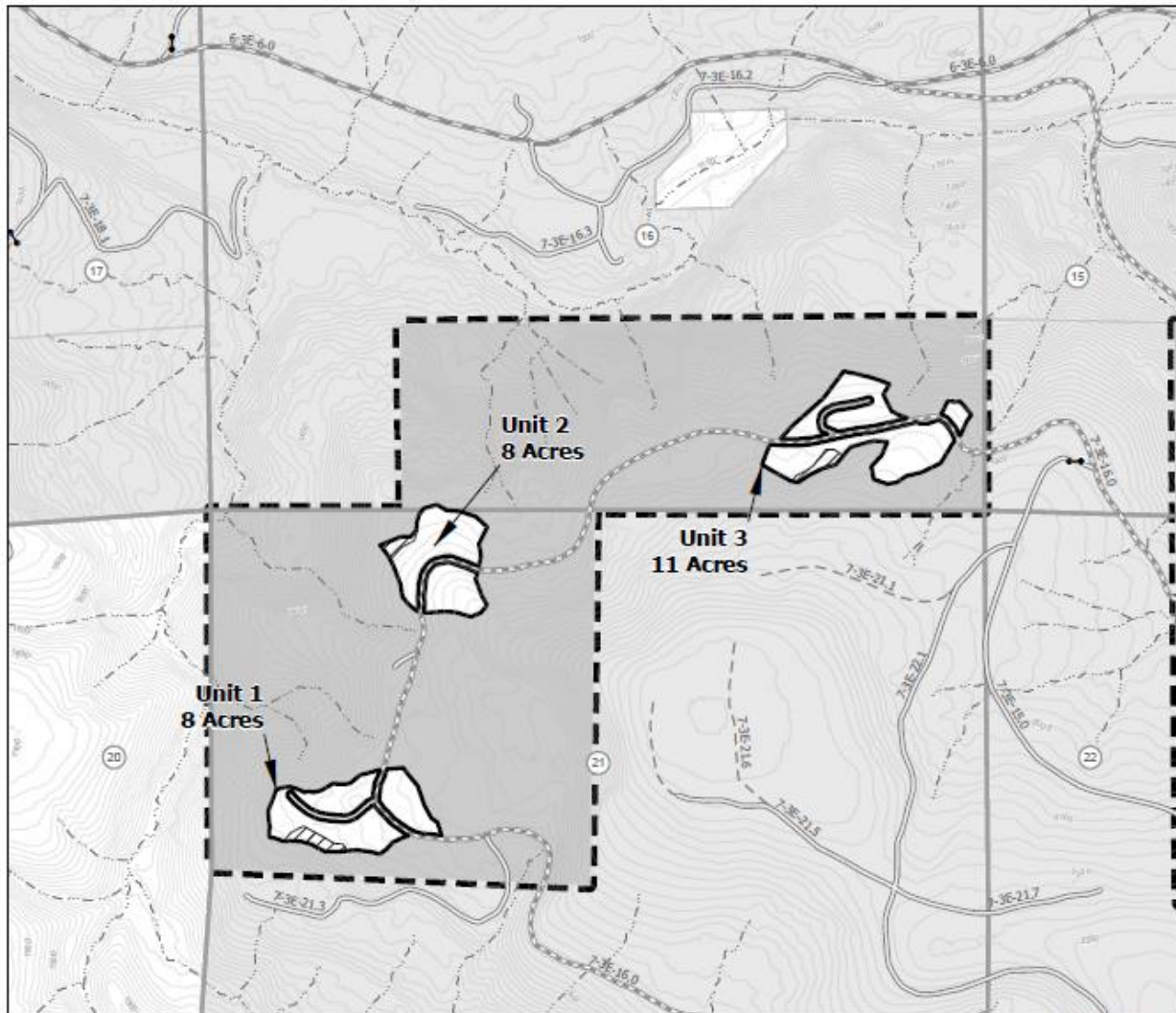
Section	Description
	Road Plan Maps
	Road Plan and Detail Sheet
100	General
200	Clearing and Grubbing
300	Excavation and Embankment
400	Pipe Culverts
500	Renovation and Improvement of Existing Roads
600	Watering
1700	Erosion Control
1800	Soil Stabilization



UNITED STATES DEPARTMENT OF THE INTERIOR
 Bureau of Land Management
 Northwest Oregon District

Black Horse Salvage
 Timber Sale
 EXHIBIT C
 Road Use Map

TIMBER SALE CONTRACT MAP - ORN01-TS-2021.0115
 T. 7 S. R. 3 E., Section 16, 21, W.M.



Contour Interval: 20'

- Gate
- Major road
- Intermediate road
- Minor road
- - - Decommissioned or Closed
- Stream
- Contract Area
- Reserve Area
- Salvage Area
- Leave Islands



Salvage Area	143 Acres
Leave Islands	16 Acres
Reserve Area	690 Acres
Total Contract Area	849 Acres

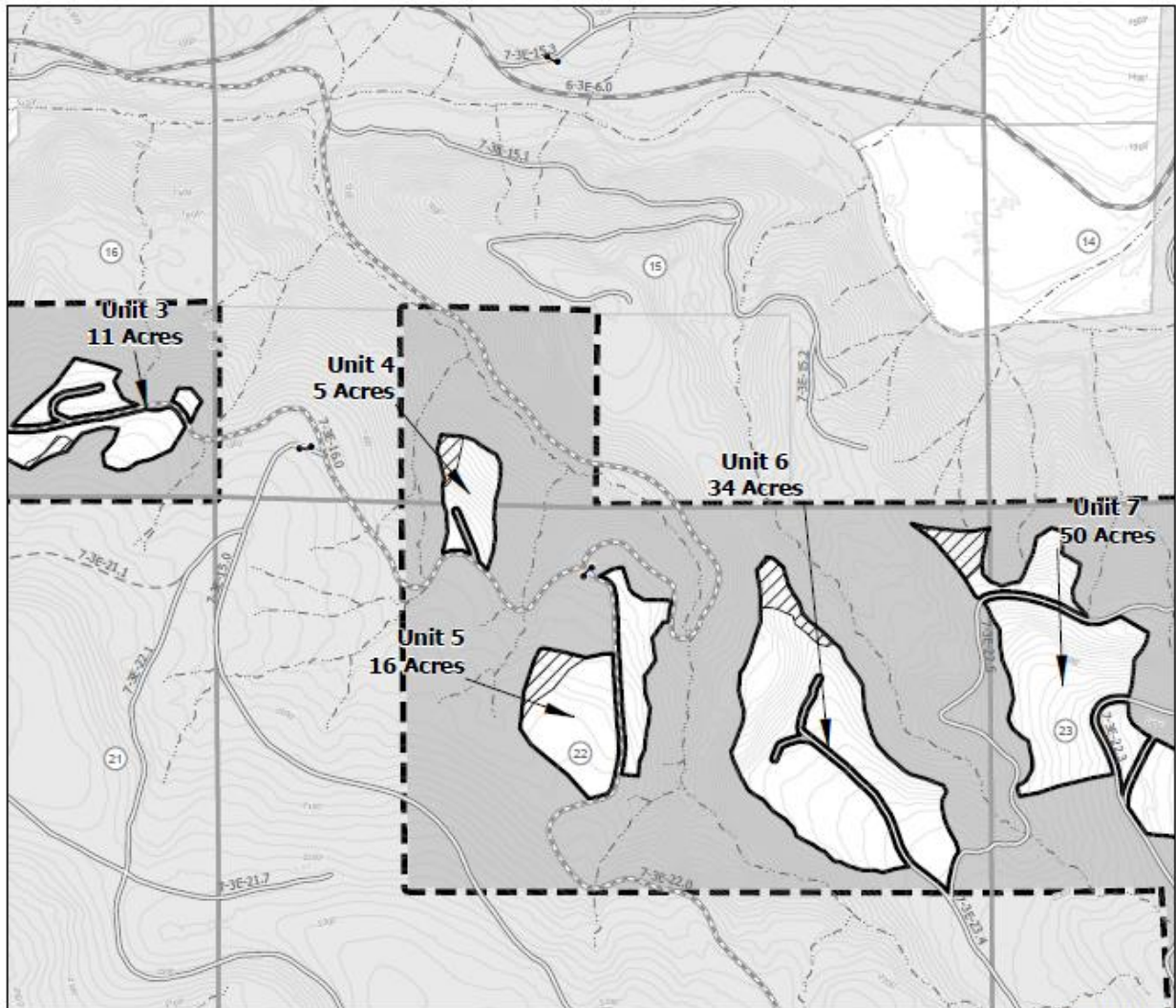
Unit boundaries are pointed orange and posted. Acres do not include existing or new roads. Acreage was calculated based on global positioning system traverse procedures including differential correction.



UNITED STATES DEPARTMENT OF THE INTERIOR
 Bureau of Land Management
 Northwest Oregon District

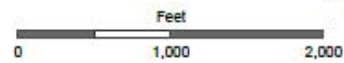
Black Horse Salvage
 Timber Sale
 EXHIBIT C
 Road Use Map

TIMBER SALE CONTRACT MAP - ORN01-TS-2021.0115
 T. 7 S. R. 3 E., Section 15, 22, W.M.



Contour Interval: 20'

- Gate
- Major road
- Intermediate road
- Minor road
- - - Decommissioned or Closed
- ~ Stream
- - - Contract Area
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- Salvage Area
- ▨ Leave Islands



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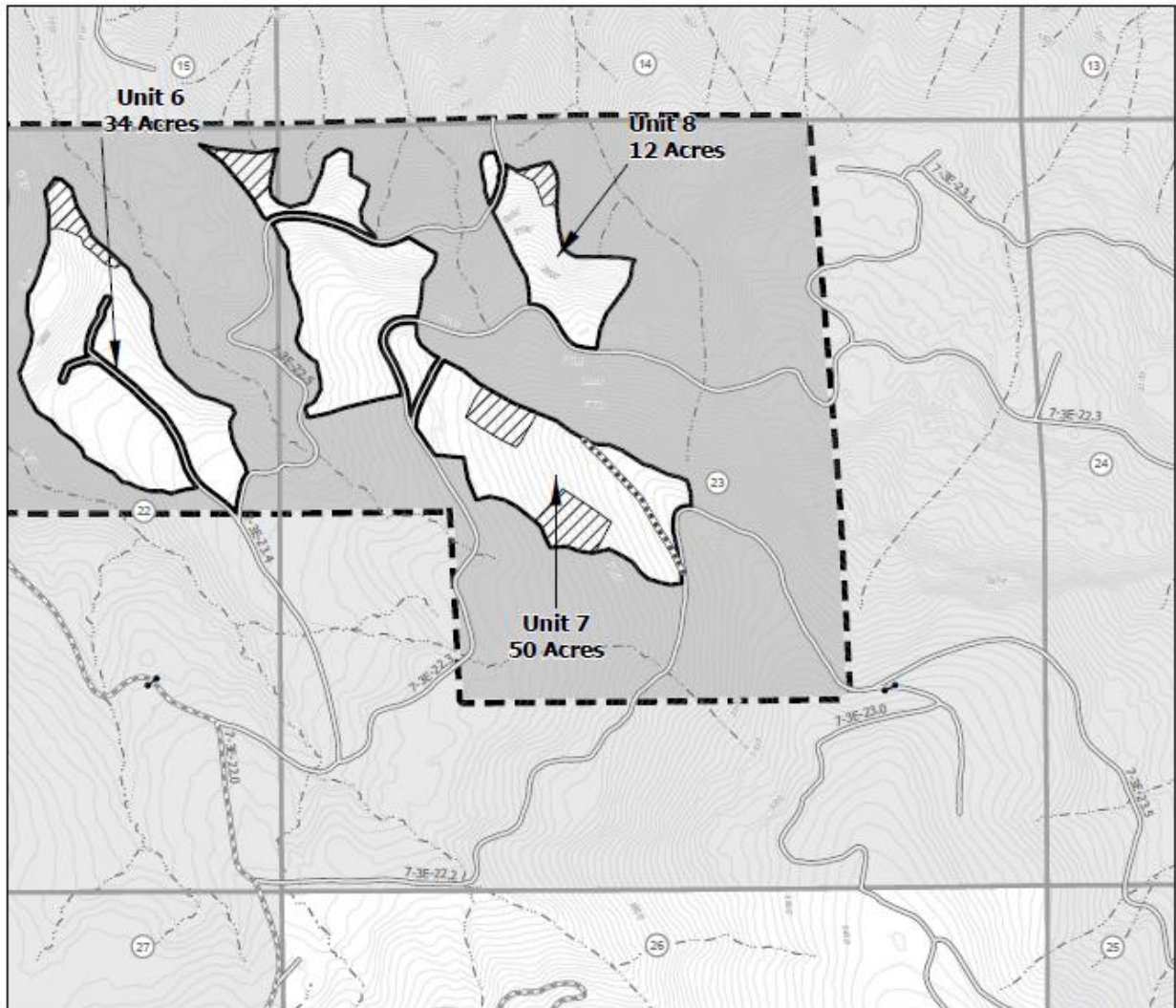
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UNITED STATES DEPARTMENT OF THE INTERIOR
 Bureau of Land Management
 Northwest Oregon District

Black Horse Salvage
 Timber Sale
 EXHIBIT C
 Road Use Map

TIMBER SALE CONTRACT MAP - ORN01-TS-2021.0115
 T. 7 S. R. 3 E., Section 23, W.M.



- Gate
- Intermediate road
- Minor road
- Road to be Constructed
- Stream

- Contract Area
- Reserve Area
- Salvage Area
- Leave Islands



Contour Interval: 20'



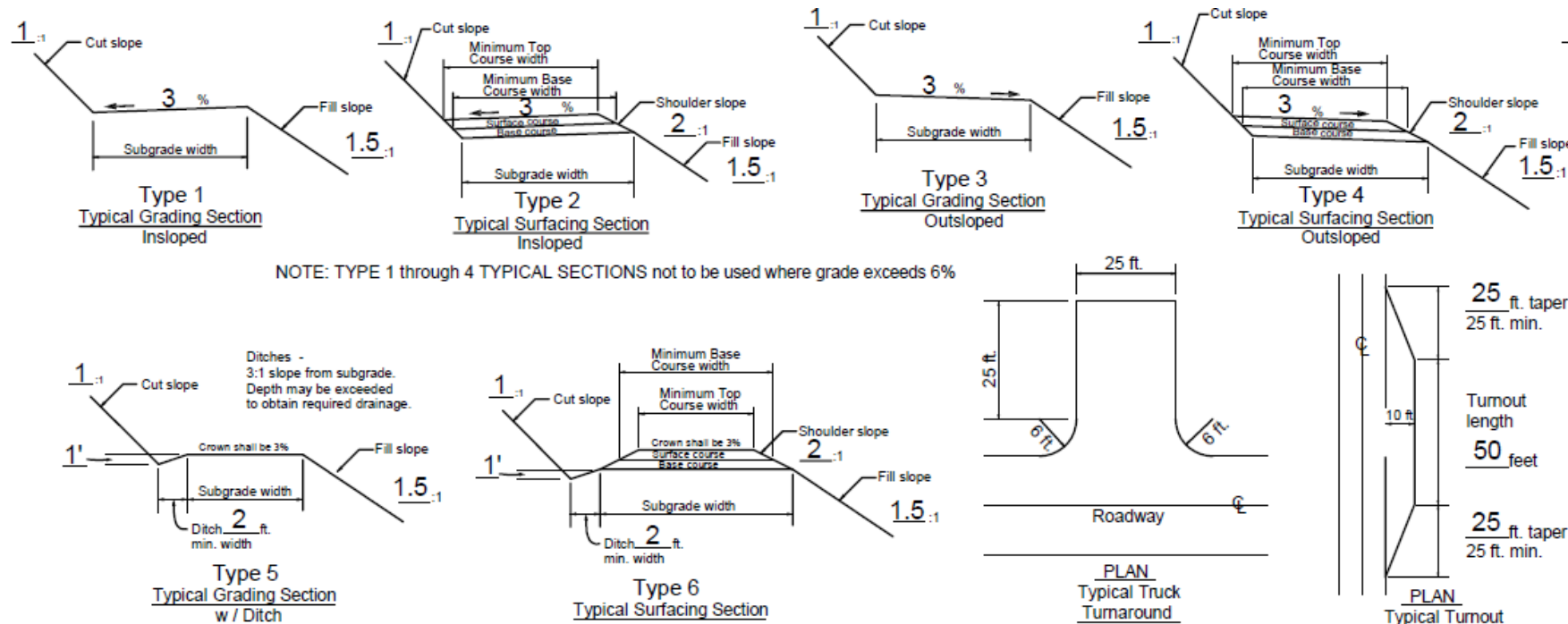
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Leave Islands	16 Acres
Reserve Area	690 Acres
Total Contract Area	849 Acres

Unit boundaries are pointed orange and posted. Acres do not include existing or new roads. Acreage was calculated based on global positioning system traverse procedures including differential correction.

Road Plan and Detail Sheet

Road Renovate Length (sta.)	New Construct Length (sta.)	Typical Section Type	Road Width		Culverts to Install (See Sec. 400)	Surfacing (*5)										Remarks	
			subgrade	ditch		Base Course: 1000					Surface Course: 1200						
						Min. Width	Comp. Depth	Surface Type (*3)	Grading Size (*3)	Estimated Cubic Yards	Min. Width	Comp. Depth	Surface Type (*3)	Grading Size (*3)	Estimated Cubic Yards		
	12.00	5	16	3	none	<i>Purchaser may rock at their own expense.</i>											
0.00	12.00				0											0	<i>Quantities shown are estimates only and not pay items.</i>

Note: All new road construction roads will have a minimum curve radius of 60 feet and a maximum grade of 15%. All landing subgrades will utilize the posted Right-of-Way area while maintaining the cut and fill slopes in the Typical Section Types below.



NOTE: TYPE 1 through 4 TYPICAL SECTIONS not to be used where grade exceeds 6%

*NOTES

- Extra subgrade widths**
 Add to each shoulder: 1 foot for fills of 1 to 6 feet. Widen inside or outside shoulder of tight curves as needed for log trucks to maneuver, with tires remaining on roadbed.
- Backslopes**

Materials	Cut slopes	Fill slopes
Solid rock	1/2:1	Angle of repose
Soft rock and shale	3/4:1	1:1
Common	Slopes under 55% 1:1	1-1/2:1
	Slopes over 55% 1-1/2:1	1-1/2:1

Note: Full bench construction is required on side slopes exceeding 60%.
 Slope Ratio = Horizontal Distance:Vertical Distance (HD:VD)
- Surface type**

	Grading
PRR - Pit run rock	C - 1 1/2" minus
GRR - Grid rolled rock	D - 1" minus (surface course)
SRN - Screened rock	E - 3/4" minus (surface course)
JRR - Jaw run rock	
ABC - Aggr. base course	A - 3" minus (base course)
ASC - Aggr. surface course	B - 2" minus (base course)
WC - Wood chips	C - 3" (base course)
- Turnouts**
 Width shall be 10 feet in addition to the subgrade width, with lengths as shown on this plan, or as directed by the Authorized Officer.
- Surfacing**
 Turnouts, curve widening, and the first 50 feet of all road aprons shall be surfaced, for all road stations requiring surfacing, as listed above, and as directed by the Authorized Officer.
- Clearing width** 200
 See Section _____
- As posted and painted for Right-of-Way, and as required in Section 2100 of this contract.
- Grading (Renovation)** 500
 See Section _____
- Drainage** 400
 See Section _____
 Culvert site aggregate, as designated in Section 400 of this contract, does not fulfill any requirements as listed above for full lifts of surface or base applications.
- Compaction** 300 and 500
 See Sections _____ and _____

GENERAL – 100

- 101 - Prewrite Conference(s):

A prework conference will be held prior to the start of new construction and (renovation) operations. The Purchaser shall request the conference at least 48 hours prior to the time it is to be held. The conference will be attended by the Purchaser and/or his representative(s), subcontractor(s) and/or his or their representative(s) and the Authorized Officer and/or his representative(s). The purpose of the prework conference will be to review the required work, exhibits and specifications, and to establish a work schedule and a list of the Purchaser's representatives and subcontractor(s).

- 103 - Compaction equipment shall meet the following requirements:

Vibratory roller. The drum diameter shall be not less than 48 inches, the drum width not less than 58 inches, and have a turning radius of 15 feet or less. Vibration frequency shall be regulated in steps to 1400, 1500, and 1600 vibrations per minute (VPM), corresponding to engine speeds of 1575, 1690, and 1800 RPM. The centrifugal force developed shall be 7 tons at 1600 RPM. It shall be activated by a power unit of not less than 25 horsepower. The vibratory roller shall be self-propelled or drawn by a vehicle of sufficient horsepower to enable the unit to travel through a loose layer of material at a speed ranging from 0.9 mile to 1.8 miles per hour, as directed by the Authorized Officer. The towing vehicle and roller or self-propelled unit meeting the above requirements shall be considered a vibratory roller unit.

Other. Compaction equipment approved by the Authorized Officer.

CLEARING AND GRUBBING - 200

- 201 - This work shall consist of clearing, grubbing, removing and disposing of vegetation, debris, surface objects, and protruding obstructions within the clearing limits in accordance with these specifications and conforming to the lines, grades, dimensions and typical cross sections shown on the plans.
- 202 - Where clearing limits have not been staked, established by these specifications or shown on the plans, the limits shall extend (10) feet back of the top of the cut slope and (5) feet out from the toe of the fill slope.
- 203 - Clearing shall consist of the removal and disposal of trees, logs, rotten material, brush, and other vegetative materials and surface objects in accordance with these specifications and within the limits established for clearing as specified under Subsection 202.

- 204 - Grubbing shall consist of the removal and disposal of stumps, roots, and other wood material embedded in the ground and protruding obstacles remaining as a result of the clearing operation between the top of the cut slope and the toe of the fill slope.
- 210 - Disposal of clearing and grubbing debris shall be by scattering over government owned lands outside of established clearing limits in a manner acceptable to the Authorized Officer. The areas for such scattering shall have the prior approval of the Authorized Officer.
- 213 - No clearing or grubbing debris shall be left lodged against standing trees.

EXCAVATION AND EMBANKMENT - 300

- 301 - This work shall consist of excavating, overhaul, placement of embankments, backfilling, borrowing, leveling, ditching, grading, insloping, outsloping, crowning and scarification of the subgrade, compaction, disposal of excess and unsuitable materials, and other earth-moving work in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.
- 302 - Excavation shall consist of the excavation of road and landing cut sections, borrow sites, backfilling, leveling, ditching, grading, compaction, and other earth moving work necessary for the construction of the roadway in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.
- 305 - Embankment construction shall consist of the placement of excavated and borrowed materials, backfilling, leveling, grading, compaction, and other earth-moving work necessary for the construction of the roadway and landings in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.
- 305a - Material used in the construction of embankment sections shall be free of stumps, cull logs, brush, muck, sod, roots, frozen material, and other deleterious materials and shall be placed and compacted as specified.
- 305b - Embankment materials shall be placed in successive parallel layers on areas cleared of stumps, cull logs, brush, sod, and other vegetative and deleterious materials, except as provided under Subsection 204. Roadway embankments of earth material shall be placed in horizontal layers not exceeding 8 inches in depth.
- 306 - Layers of embankment and final subgrade material as specified under Subsections

305a and 305b shall be moistened or dried to a uniform optimum moisture content suitable for maximum density and compacted to full width with compacting equipment conforming to requirements of Subsection 103.

- 306a - Minimum compaction for each layer of embankment material placed at optimum moisture shall be 1 hour of continuous compacting for each 6 stations of road or fraction thereof.
- 306e - The final subgrade including landings and turnouts shall be compacted to full width with compacting equipment conforming to the requirements of 103. Minimum compaction shall be 1 hour of continuous compacting for each 6 stations of road or a fraction of as measured along the center line of the constructed road.
- 306f - Compaction of embankment layers placed as specified under Subsection 305b above shall be accomplished by routing construction equipment over full width of embankment structures.
- 315 - Borrow material required for construction of embankment or for other portions of the work shall be obtained from sources as shown on the plans.
- 316 - Borrow material from sources selected at the Purchaser's option shall be inspected and approved in writing by the Authorized Officer prior to placement.
- 320 - Ditches shall conform to the slope, grade, dimensions, and shape of the required cross section shown on the plans. Roots, stumps, rocks, and other projections shall be removed to form smooth, even slopes.
- 321 - Excess excavated, unsuitable, or slide materials shall not be disposed of on areas where the material will encroach on a stream course or other body of water. Such materials shall be disposed of in accordance with Subsection 321c. Materials not disposed of in this manner shall be retrieved and disposed of at the Purchaser's expense and at the direction of the Authorized Officer.
- 321c - End-dumping will be permitted for the placement of excess materials under Subsection 321 in designated disposal areas or within areas approved by the Authorized Officer. Watering, rolling, and placement in layers are not required. Materials placed shall be sloped, shaped, and otherwise brought to a visible condition acceptable to the Authorized Officer.
- 324 - Excavated material shall not be allowed to cover boles of standing trees to a depth in excess of 1 foot on the uphill side.

- 327 - The finished grading shall be approved by the Authorized Officer in segments or for the total project. The Purchaser shall give the Authorized Officer 3 days notice prior to final inspection of the grading operations.

PIPE CULVERTS - 400

- 400 - No culvert installations are planned for this project.

RENOVATION AND IMPROVEMENT OF EXISTING ROADS - 500

- 501 - This work shall consist of reconditioning and preparing the roadbed and shoulders, minor excavation and/or embankment, cleaning and shaping drainage ditches, trimming vegetation from cut and embankment slopes, and cleaning and repairing drainage structures of existing roads in accordance with these specifications as shown on the plans.
- 502 - The existing road surface shall be bladed and shaped to the lines, grades, dimensions, and typical cross sections shown on the plans.
- 504 - Existing road surface shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and compacted to full width with equipment conforming to requirements of Subsections 103i.
- 504a - Minimum compaction required shall be 1 hour of continuous rolling for each 6 stations of road, or fraction thereof, as measured along the centerline per layer of material.
- 506 - The inlet end of existing drainage structures shall be cleared of vegetative debris and boulders that are of sufficient size to obstruct normal stream flow. Pipe inverts shall be cleared of sediment and other debris lodged in the barrel of the pipe. The outflow area of pipe structures shall be cleared of rock and vegetative obstructions which will impede the structure's designed outflow configuration. Catch basins shall conform to the lines, grade, dimensions, and typical diagram shown on the plans.
- 509 - The finished grading shall be approved by the Authorized Officer 3 days prior to surfacing operations. The Purchaser shall give the Authorized Officer 3 days notice prior to final inspection of the grading operations.

WATERING - 600

- 601 - This work shall consist of furnishing and applying water required for the compaction of embankments, roadbeds, backfills, base courses, surface courses, finishing and reconditioning of existing roadbeds, laying dust, or for other uses in accordance with these specifications.
- 602 - Water, when needed for compaction or laying dust, shall be applied at the locations, in the amounts, and during the hours as directed by the Authorized Officer. Amounts of water to be provided will be the minimum needed to properly execute the compaction requirements in conformance with these specifications, and for laying dust during work periods (where the road crosses private property).
- 603 - Water trucks used in this work shall be equipped with a distributing device of ample capacity and of such design as to ensure uniform application of water on the road bed.
- 604 - The Purchaser is responsible for acquiring and delivering the water to the road construction site. For cost appraisal purposes, the water haul distance is measured to the nearest municipal water source.

EROSION CONTROL - 1700

- 1701 - This work shall consist of measures to control soil erosion or water pollution during the construction operation through the use of berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains, and other erosion control devices or methods in accordance with these specifications and conforming to the lines, grades, dimensions and typical cross sections shown on the plans.
- 1704 - The erosion control provisions specified under this Subsection shall be coordinated with the Soil Stabilization requirements of Section 1800.
- 1708a - Road segments not completed during dry weather periods shall be winterized, by providing a well-drained roadway using water bars, maintaining drainage, and performing additional measures necessary to minimize erosion and other damage to the roadway, as directed by the Authorized Officer. Portions of roads not having surface rock in place will be blocked or barricaded to prevent vehicular traffic

SOIL STABILIZATION – 1800

- 1801 - This work shall consist of seeding and mulching on designated cut, fill, borrow, disposal, and special areas in accordance with these specifications. This work is required for road acceptance under Section 18 of this contract.
- 1802a - Soil stabilization work consisting of seeding and mulching shall be performed on disturbed areas and specials areas in accordance with these specifications and as shown on the plans.
- 1803 - Soil stabilization work as specified under Subsection 1802a shall be performed during the following seasonal periods:

From: September 15	To: October 30
From: March 1	To: April 31

If soil stabilization of disturbed areas is not completed by the specified fall date, the Purchaser shall treat disturbed areas and then complete the requirements of Section 1800 the next construction season. The Authorized Officer may modify the above seasonal dates to conform to existing weather conditions and changes in the construction schedule.

- 1803a - The Purchaser shall begin soil stabilization work within 10 days of the starting work date when notified by the Authorized Officer.
- 1804 - The Purchaser shall provide native grass/forb seed or other plant materials for this project.

All seed provided must meet corresponding germination, purity, and weed-content requirements:

Species	Germination Min. %	Purity Min. %	Weed Content Max. %
Blue Wildrye (Elymus Glaucus)	75	99	1

The Purchaser shall furnish the Authorized Officer a Seed Test Result for the mix from a certified seed testing lab Oregon State University, Crop Certification Service, which shall include: date of test; lot number of each kind of seed; and results of tests as to name, percentages of purity and of germination, weed species and percentage

of weed content, for each kind of seed furnished and, in case of mixture, the proportions of each kind of seed. The seed must have been tested within the last 6 months to be accepted for use on this contract. The Purchaser shall provide in writing that the seed mixture is free of noxious weed species.

- 1806a - Additional soil stabilization work consisting of seeding and mulching, may be required at the option of the Authorized Officer. Providing the additional stabilization is not due to Purchaser negligence as specified in Sec. 12 of the contract, a reduction in the total purchased price shall be made to offset the cost of furnishing and applying such additional stabilization material. Cost shall be based upon the unit price set forth in the current BLM Timber Appraisal Production Cost Schedule.
- 1808 - Mulch materials conforming to the requirements of Subsection 1808a shall be furnished by the Purchaser and applied in accordance with Subsection 1812.
- 1808a - Straw mulch shall be certified weed free from commercial grain fields and native grass fields. Straw mulch shall be from oats, wheat, rye, or other approved grain crops and shall be free from, mold, or other objectionable material. Straw mulch shall be in an air-dry condition and suitable for placement.
- 1809 - Mulch material shall be delivered to the work area in a dry state. Material found to be wet will not be accepted. Material to be used in the mulching operation may be stockpiled along the road designated for treatment provided that it is maintained in a dry state and has the approval of the Authorized Officer.
- 1812 - The Purchaser shall furnish and apply to the area designated for treatment as shown on the plans, a mixture of grass seed and mulch, material at the application rate to be determined by the Authorized Officer based on visual observation of trial applications.
- 1814 - The Purchaser may reduce the application rate on partially covered slopes and refrain from application on areas already well stocked with grass or on rock surfaces as determined by the Authorized Officer.
- 1815 - The seed and mulch materials shall be placed by the dry method in accordance with the requirements set forth in Subsection 1815b.
- 1815b - Dry Method - Blowers, mechanical seeders, seed drills, landscape seeders, cultipacker seeders, fertilizer spreaders, or other approved mechanical seeding equipment may be used when seed and fertilizer are to be applied in dry form.

1821 - Mulch that collects at the end of culverts or accumulates to excessive depths on the slopes shall be evenly spread by hand methods, as directed by the Authorized Officer.

ROAD MAINTENANCE SPECIFICATIONS

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

SECTION	DESCRIPTION
3000	General
3100	Operational Maintenance
3200	Seasonal Maintenance
3300	Final Maintenance
3400	Other Maintenance
3500	Decommissioning

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.
- 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.

- 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 and STABILIZTING– 3500

3501 Decommissioning shall consist of subsoiling, installing water bars, drain dips, seeding, placement of slash or placement of soil stabilization material and blocking road from access by vehicles. This work is required for road acceptance under Section 18 of this contract.

3503 Decommissioning shall be performed on existing roads in accordance with these specifications, and as shown on the plans at the following locations:

Road No or Site	From Sta/MP	To Sta/MP	Soil Stabilization Material
P1	0+00	12+00	Seed & Mulch ONLY

3504 Decommissioning and stabilization work shall be completed within fifteen (15) days at the end of timber hauling for roads listed in Subsections 3503 and 3520. All decommissioning and stabilization work shall be performed during the following seasonal periods for low soil moisture or as determined by the Authorized Officer.

From: May 1	To: October 15
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3506 Stockpiled stumps, cull logs and other large material from Exhibit C shall be used for blocking roads listed in Subsections 3503 and 3520.

3507 Culverts not designated as salvage by the Authorized Officer for the Government shall become the property of the Purchaser. The Purchaser shall be responsible for disposal of materials in a legal manner and for payment of any fees required. Sale of material on site is not allowed unless authorized in writing by the Authorized Officer.

- 3508 Protect areas mulched and treated with slash placement from damage by Purchaser traffic or construction equipment. Damaged areas shall be repaired by the Purchaser.
- 3509 Access shall be blocked with barricades as shown on the typical detail sheet Exhibit H and at locations shown on Exhibit E or as directed by the Authorized Officer.
- 3511 Subsoiling and Water barring shall be done on designated roadways traveled ways, turnouts, landings and special areas. Subsoiling shall be performed with excavator modified for tillage.
- 3513 Drivable waterbars, non-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 constructed as shown on Exhibit H.
- 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.
- 3519 Soil stabilization shall consist of installing water bars, drain dips, placement of slash or mulch, grass seeding and fertilizing for erosion control or aid in blocking road from access by vehicles. This work is required for road acceptance under Section 18 of this contract.
- 3520 Soil stabilization shall be performed on roads listed below at the following locations:

Road No	From Sta/MP	To Sta/MP
P1 (temporary spur)	0+00 Sta.	12+00 Sta.

* Before final stabilization, Purchaser needs to check fuels treatment needs for unit.



UNITED STATES DEPARTMENT OF THE INTERIOR
 Bureau of Land Management
 Northwest Oregon District

Black Horse Salvage
Timber Sale Vicinity

TIMBER SALE CONTRACT MAP - ORN01-TS-2021.0115
 T. 7 S. - R. 3 E., Section 15, 16, 21, 22, 23, W. M.



- ⊗ Road Blocked
- Highway
- Other Road
- ▭ Contract Area



No warranty is made by the Bureau of Land Management as to the accuracy, reliability or completeness of these data for individual use or aggregate use with other data. Original data was compiled from multiple source data and may not meet U.S. National Mapping Accuracy Standard of the Office of Management and Budget.

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Clackamas	7S	3E	15	SE1/4SW1/4	Willamette
O&C	Clackamas	7S	3E	16	SE1/4SE1/4	Willamette
O&C	Clackamas	7S	3E	21	NW1/4NE1/4, SW1/4SW1/4	Willamette
O&C	Clackamas	7S	3E	22	NE1/4, NW1/4NW1/4, SE1/4NW1/4	Willamette
O&C	Clackamas	7S	3E	23	NW1/4	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	6,037.0	7,191.0	7,242.0	64,123	1,371	10,066
Western Hemlock	104.0	125.0	131.0	1,964	491	755
Red Alder	25.0	42.0	42.0	1,541	514	514
Totals	6,166.0	7,358.0	7,415.0	67,628	2,376	11,335

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
143.0	0.0	1.0	144.0	42.8

Logging Costs

Stump to Truck	\$924,082.24
Transportation	\$419,292.00
Road Construction	\$7,050.56
Maintenance/Rockwear	\$112,997.32
Road Use	\$0.00
Other Allowances	\$15,400.00
Total:	\$1,478,822.12
Total Logging Cost per MBF:	\$239.83

Utilization Centers

<u>Location</u>	<u>Distance</u>	<u>% of Net Volume</u>
Various Mills	60.0 miles	100 %

Profit & Risk

Profit	8 %
Risk	3 %
Total Profit & Risk	11 %

Tract Features

Quadratic Mean DBH	21.4 in
Average GM Log	125 bf
Average Volume per Acre	42.8 mbf
Recovery	83 %
<u>Net MBF volume:</u>	
Green	0.0 mbf
Salvage	6,166 mbf
Export	0 mbf
<u>Ground Base Logging:</u>	
Percent of Sale Volume	49 %
Average Yarding Slope	30 %
Average Yarding Distance	800 ft
<u>Cable Logging:</u>	
Percent of Sale Volume	51 %
Average Yarding Slope	45 %
Average Yarding Distance	800 ft
<u>Aerial Logging:</u>	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

Cruise

Cruise Completed	June 2021
Cruised By	Rainey
Cruise Method	

Volume is based on a variable plot cruise for estimating the board foot volume of trees. Plots were measured using a 40 basal factor.

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	10,066	6,037.0	\$544.33	\$59.88	\$239.83	\$0.00	\$244.60	\$1,476,650.20
Western Hemlock	755	104.0	\$304.20	\$33.46	\$239.83	\$0.00	\$30.90	\$3,213.60
Red Alder	514	25.0	\$349.60	\$38.46	\$239.83	\$0.00	\$71.30	\$1,782.50
Totals	11,335	6,166.0						\$1,481,646.30

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		3.0 %	7.0 %	74.0 %	15.0 %	1.0 %	

Comments: All values reduced by \$100 per mbf to reflect burned timber

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western Hemlock				54.0 %	44.0 %	2.0 %	

Comments: All values reduced by \$100 to reflect burned timber

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill	Camp Run
Red Alder						100.0 %

Unit: 1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	244.0	287.0	288.0	388
Western Hemlock	7.0	8.0	8.0	19
Totals:	251.0	295.0	296.0	407

Net Volume/Acre: 31.4 MBF

Regeneration Harvest	8.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	8.0

Unit: 2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	244.0	287.0	288.0	388
Western Hemlock	7.0	8.0	8.0	19
Totals:	251.0	295.0	296.0	407

Net Volume/Acre: 31.4 MBF

Regeneration Harvest	8.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	8.0

Unit: 3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	335.0	394.0	396.0	535
Western Hemlock	10.0	11.0	11.0	16
Totals:	345.0	405.0	407.0	551

Net Volume/Acre: 31.4 MBF

Regeneration Harvest	11.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	11.0

Unit: 4

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	152.0	179.0	180.0	243
Western Hemlock	5.0	6.0	6.0	10
Totals:	157.0	185.0	186.0	253

Net Volume/Acre: 31.4 MBF

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

Unit: 5

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	825.0	990.0	998.0	1,410
Western Hemlock	9.0	11.0	13.0	132
Red Alder	6.0	9.0	9.0	105
Totals:	840.0	1,010.0	1,020.0	1,647

Net Volume/Acre: 52.5 MBF

Regeneration Harvest	16.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	16.0

Unit: 6

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	1,037.0	1,218.0	1,222.0	1,654
Western Hemlock	30.0	36.0	36.0	49
Totals:	1,067.0	1,254.0	1,258.0	1,703

Net Volume/Acre: 31.4 MBF

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

Unit: 7

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	2,580.0	3,093.0	3,121.0	4,391
Western Hemlock	29.0	37.0	40.0	411
Red Alder	16.0	26.0	26.0	330
Totals:	2,625.0	3,156.0	3,187.0	5,132

Net Volume/Acre: 52.5 MBF

Regeneration Harvest	49.0
Partial Cut	0.0
Right of Way	1.0
Total Acres:	50.0

Unit: 8

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	620.0	743.0	749.0	1,057
Western Hemlock	7.0	8.0	9.0	99
Red Alder	3.0	7.0	7.0	79
Totals:	630.0	758.0	765.0	1,235

Net Volume/Acre: 52.5 MBF

Regeneration Harvest	12.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	12.0

Comments:

Volume is based on a variable plot cruise for estimating the board foot volume of trees. Plots were measured using a 40 basal factor.

Total Stump To Truck	Net Volume	\$/MBF
\$924,082.24	6,166.0	\$149.87

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	3,732.0	\$137.82	\$514,344.24	5 loads per day
Wheel Skidder	GM MBF	3,626.0	\$113.00	\$409,738.00	5 loads per day
Subtotal				\$924,082.24	

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:

\$3 gallon, 5 mbf/load

Total	Net Volume	\$/MBF
\$419,292.00	6,166.0	\$68.00

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Various Mills	60.0	Haul	GM MBF	7,356.0	\$57.00	\$419,292.00	100 %

Comments:

Log hauling @ \$57.00 per thousand. Numbers generated per District C/A Miscellaneous Cost Sheet (\$95/HR @ 5mbf/load).

Engineering Allowances

Total	Net Volume	\$/MBF
\$120,047.88	6,166.0	\$19.47

Cost Item	Total Cost
Road Construction:	\$7,050.56
Road Maintenance/Rockwear:	\$112,997.32
Road Use Fees:	\$0.00

Comments:

Rockwear fees \$14,426.74; Road maintenance \$20,969.68; Road maintenance fees \$77,600.90; Road construction \$7,050.56

Total	Net Volume	\$/MBF
\$15,400.00	6,166.0	\$2.50

Environmental Protection

Cost item	Total Cost
Equipment Washing	\$1,600.00
Subtotal	\$1,600.00

Slash Disposal & Site Prep

Cost item	Total Cost
Machine Pile Burn	\$2,250.00
Landing Pile Cover	\$150.00
Landing Pile Burn	\$150.00
Machine Pile Construction & Cover	\$11,250.00
Subtotal	\$13,800.00
