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

Sawtell Salvage Timber Sale ORN01-TS-2021.0117 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 <u>not</u> 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 Sawtell Salvage, Contract No. ORN01-TS-2021.0117, 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. <u>The prospectus for this/these sale(s) is also available online at: https://www.blm.gov/programs/natural-resources/forests-and-woodlands/timber-sales.</u> 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-2021.0117, Sawtell 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) <u>https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated-guidance.html</u>. 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-2021.0117, SAWTELL SALVAGE: SCALE SALE CLACKAMAS COUNTY, OREGON: O&C, PD: ORAL AUCTION: BID DEPOSIT REQUIRED: \$84,900.00.

All timber designated for cutting on: SE¹/₄NW¹/₄, SW¹/₄NW¹/₄, SE ¹/₄SW¹/₄, W¹/₂SE ¹/₄, SE ¹/₄SW¹/₄, Section 17, T. 7 S., R. 3 E. W.M.

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

| Approx. No. | Species | Est. Vol. Mbf 16' | Appraised Price | Estimated Volume |
|--------------|-----------------|-------------------|-----------------|------------------|
| Merchantable | | Log | Per Mbf | Times Appraised |
| Trees | | | | Price |
| 4,712 | Douglas-fir | 2,937 | \$288.50 | \$847,324.50 |
| 261 | Western hemlock | 24 | \$51.70 | \$1,240.80 |
| 26 | Bigleaf maple | 2 | \$11.30 | \$22.60 |
| 4,999 | Totals | 2,963 | | \$848,587.90 |

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

<u>CRUISE INFORMATION</u> 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 22.2 inches DBHOB; the average log contains 136 bd. ft.; the total gross volume is approximately 3,511 MBF; and 84% 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.

<u>CUTTING AREA</u>: Three Salvage Units of approximately 65 acres shall be cut, with scattered leave trees; approximately 12 acres of leave islands are included in the Salvage Unit areas. Acres shown on Exhibit A have been computed using ArcGIS to calculate the salvage and leave island area.

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.

<u>ACCESS AND ROAD MAINTENANCE</u>: 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.

The Purchaser shall perform any required road repair and maintenance work on roads identified as Purchaser maintenance, including placing spot rock, road grading, ditch cleaning, and culvert maintenance. Final road repair and maintenance work shall be completed and approved by the Authorized Officer within fifteen (15) days after completion of log hauling.

Roads covered by Access Road Easement S-840 between John E. and Tomina Hollingsworth and the United States, the Purchaser shall comply with the terms and conditions of use. See the Prospectus for full terms and conditions of use.

<u>ROAD RENOVATION</u>: The purchaser will be required to do all work set forth below. The purchaser shall supply all materials unless otherwise indicated.

- 1. Construction: None
- 2. Renovation/Improvement: Inside curve widening at the junction of the 7-3E-17.6 and the 7-3E-18.1 road to allow for log haul traffic to safely travel south out the approved haul route. This inside curve widening shall be done in a manner approved by the Authorized Officer.
- 3. Estimated Quantities: None

Rock Source: None

SPECIAL ATTENTION ITEMS:

Sec. 41.-Reserved timber Sec. 42.f-h -Seasonal restrictions Sec. 42.i -Safety Sec. 42.r -Logging residue reduction

| 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 Ro No Restriction | | ted | | | | | | | | | | |

Seasonal Restriction Matrix

**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. Before felling and yarding any timber, except road right-of-way timber, the Purchaser shall locate designated skid trails as follows:

1. Identify the location of designated skid roads and/or skyline corridors in a method approved by the Authorized Officer.

2. Space designated skid roads at a minimum of one-hundred and fifty (150) feet apart unless otherwise agreed to in writing by the Authorized Officer.

3. Limit width of skid roads to 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 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 September 1st of one calendar year and July 14th 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 Salvage 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 MAINTENANCE AND USE

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

- 1. Any required maintenance of roads shall be completed and accepted, in accordance with Section 18, prior to the removal of any timber, except right-of-way timber, over that road. The Purchaser shall not commence work until receipt of written notice to do so from the Authorized Officer.
- 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 rocked roads depending on conditions.
- 4. The Purchaser shall widen the approach of the road junction of the 7-3E-17.6 where it meets the 7-3E-18.1 road to allow for log haul traffic to safely travel south out the approved haul route. This inside curve widening shall be done in a manner approved by the Authorized Officer.

k. The Purchaser is authorized to use the roads listed and shown on Exhibit A which are under the jurisdiction of the Bureau of Land Management, for the removal of Government timber sold under the terms of this contract and/or the hauling of rock, provided that the Purchaser perform the required maintenance and surface rock replacement obligations described in this Section. Any road listed on Exhibit A and requiring improvement or renovation in this contract, shall be maintained by the Purchaser until receiving written acceptance of the improvement or renovation from the Contracting Officer.

1. The Purchaser shall perform any required road repair and maintenance work on roads identified as Purchaser maintenance on Exhibit A, including placing spot rock, road grading, ditch cleaning, and culvert maintenance. Final road repair and maintenance work shall be completed and approved by the Authorized Officer within fifteen (15) days after completion of log hauling.

m. In the use of Road No 7-3E-18.1, the Purchaser shall comply with the conditions of Access Road Easement RE-S-840 dated January 28, 1982, between the United States of America and John E. and Tomina Hollingsworth. This document is available for inspection at the Northwest Oregon District Office.

ENVIRONMENTAL PROTECTION

n. 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.

o. 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.

p. The Purchaser shall immediately discontinue timber harvesting operations upon written notice from the Contracting Officer that:

- 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, 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

q. 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

In addition to the requirements of Sec. 15 of this contract, and notwithstanding the r. 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 Sixty-five (65) acres of salvage harvest area located within salvage units. The required work shall consist of any treatment or combination of treatments, as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer. Prior to commencement of any operation under this Section of the contract, a slash disposal and pre-work conference between the purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. The number of acres of each treatment shall be determined by the Authorized Officer. All slash disposal shall be done in accordance with the plans developed at this pre-work conference. Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of purchaser's operations under the terms of this contract.

s. Excavator pile slash/logging residue in all ground base logging operations in salvage harvest 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) Machine piles shall be constructed along skid lines where slash accumulates during ground base yarding over distances of 100 ft or longer.

e) 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.

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

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.

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 powerdriven 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

t. 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.

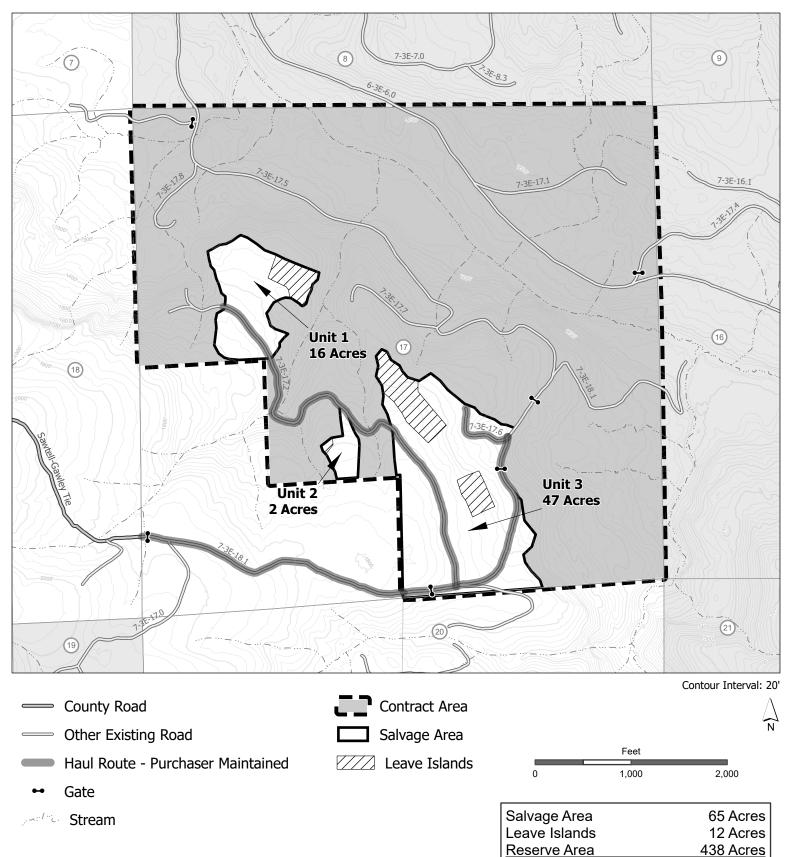
In the event of the Purchaser's noncompliance with this subsection of the contract, the Authorized Officer may take appropriate action as set forth in Section 10 of this contract. In addition, the Purchaser may be declared ineligible to receive future awards of Government timber for a period of one year.



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

Sawtell Salvage Timber Sale **EXHIBIT A** Page 1 of 1

TIMBER SALE CONTRACT MAP - ORN01-TS-2021.0117 T. 7 S. - R. 3 E., Section 17, W. M.



Total Contract Area

515 Acres

Sawtell Salvage ORN01-TS-2021.0117 Exhibit B Page 1 of 5

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

<u>EXHIBIT B</u> <u>SCALE SALE</u> 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 | \$288.50 | | | |
| Western hemlock | MBF | \$51.70 | | | |
| Bigleaf maple | MBF | \$11.30 | | | |

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.

<u>Gross Scale</u>. A variance of one and $\frac{1}{2}$ 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 AreaTotal 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 | 16 | 45.7 | 731 | \$13,074.72 | \$209,195.50 | |
| 2 | 2 | 46 | 92 | \$13,152.60 | \$26,305.20 | |
| 3 | 47 | 45.5 | 2,140 | \$13,044.41 | \$613,087.20 | |
| Sale Total | 65 | | 2,963 | | \$848,587.90 | |



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

TIMBER SALE CONTRACT MAP - ORN01-TS-2021.0117 T. 7 S. - R. 3 E., Section 17, W. M.



Legal Description of Contract Area

| Land Status | County | Township | Range | Section | Subdivision | Meridian |
|-------------|-----------|----------|-------|---------|---------------------------------|------------|
| 0&C | Clackamas | 75 | 3E | 17 | W½SE ¼, SE ¼SW¼, SW¼NW¼, SE¼NW¼ | Willamette |

Species Totals

| Species | Net | Gross Merch | Gross | # of Merch Logs | # of Cull Logs | # of Trees |
|-----------------|---------|-------------|---------|-----------------|----------------|------------|
| Douglas Fir | 2,937.0 | 3,480.0 | 3,480.0 | 29,722 | 0 | 4,712 |
| Western Hemlock | 24.0 | 28.0 | 28.0 | 659 | 0 | 261 |
| Bigleaf Maple | 2.0 | 3.0 | 3.0 | 52 | 26 | 26 |
| Totals | 2,963.0 | 3,511.0 | 3,511.0 | 30,433 | 26 | 4,999 |

Cutting Area Acres

| Regeneration Harvest Acres | Partial Cut Acres | Right of Way Acres | Total Acres | Net Volume per Acre |
|-----------------------------------|-------------------|--------------------|-------------|---------------------|
| 65.0 | 0.0 | 0.0 | 65.0 | 45.6 |

Logging Costs

| Stump to Truck | \$330,630.87 |
|-----------------------------|--------------|
| Transportation | \$200,127.00 |
| Road Construction | \$1,646.78 |
| Maintenance/Rockwear | \$14,867.32 |
| Road Use | \$0.00 |
| Other Allowances | \$14,200.00 |
| Total: | \$561,471.97 |
| Total Logging Cost per MBF: | \$189.49 |

Utilization Centers

| Location | Distance | % of Net Volume |
|---------------|------------|-----------------|
| Various Mills | 60.0 miles | 100 % |

Profit & Risk

| Total Profit & Risk | <u> </u> |
|---------------------|----------|
| Risk | 3% |
| Profit | 8 % |

Tract Features

| Quadratic Mean DBH | 22.2 in |
|--------------------------|-----------|
| Average GM Log | 136 bf |
| Average Volume per Acre | 45.6 mbf |
| Recovery | 84 % |
| <u>Net MBF volume:</u> | |
| Green | 0.0 mbf |
| Salvage | 2,963 mbf |
| Export | 0 mbf |
| Ground Base Logging: | |
| Percent of Sale Volume | 100 % |
| Average Yarding Slope | 30 % |
| Average Yarding Distance | 800 ft |
| Cable Logging: | |
| Percent of Sale Volume | 0 % |
| Average Yarding Slope | 0 % |
| Average Yarding Distance | 0 ft |
| Aerial Logging: | |
| 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.

| Species | # of Trees | Net Volume | Pond Value | (-) Profit & Risk | (-) Logging Costs | (+) Marginal Log Value | Appraised Price/MBF | | Appraised Value |
|--------------------|---------------|---------------|---------------|----------------------|----------------------|---------------------------|------------------------|---|--------------------|
| Douglas Fir | 4,712 | 2,937.0 | \$537.03 | \$59.07 | \$189.49 | \$0.00 | \$288.50 | | \$847,324.50 |
| Western Hemlock | 261 | 24.0 | \$270.94 | \$29.80 | \$189.49 | \$0.00 | \$51.70 | | \$1,240.80 |
| Bigleaf Maple | 26 | 2.0 | \$112.50 | \$12.38 | \$189.49 | \$0.00 | \$11.30 | * | \$22.60 |
| Totals | 4,999 | 2,963.0 | | | | | | | \$848,587.90 |

Stumpage Computation

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

Percent of Volume By Log Grade

| Species | No. 1 & 2 Peeler | No. 3 Peeler | Special Mill | No. 2 Sawmill | No. 3 Sawmill | No. 4 Sawmill | Camp Run |
|-------------|---------------------|-----------------|--------------|------------------|------------------|------------------|----------|
| Douglas Fir | | | 2.0 % | 84.0 % | 13.0 % | 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 | | | | 56.0 % | 38.0 % | 6.0 % | |

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

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

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

Sawtell Salvage

Unit Summary

Unit: 1

| Species | Net | Gross Merch | Gross | # of Trees |
|-----------------|-------|----------------|-------|------------|
| Douglas Fir | 724.0 | 857.0 | 857.0 | 1,160 |
| Western Hemlock | 6.0 | 7.0 | 7.0 | 64 |
| Bigleaf Maple | 1.0 | 1.0 | 1.0 | 6 |
| Totals: | 731.0 | 865.0 | 865.0 | 1,230 |

Unit: 2

| Species | Net | Gross Merch | Gross | # of Trees |
|-----------------|------|----------------|-------|------------|
| Douglas Fir | 91.0 | 107.0 | 107.0 | 145 |
| Western Hemlock | 1.0 | 1.0 | 1.0 | 8 |
| Totals: | 92.0 | 108.0 | 108.0 | 153 |

Unit: 3

| Species | Net | Gross Merch | Gross | # of Trees |
|-----------------|---------|----------------|---------|------------|
| Douglas Fir | 2,122.0 | 2,516.0 | 2,516.0 | 3,407 |
| Western Hemlock | 17.0 | 20.0 | 20.0 | 189 |
| Bigleaf Maple | 1.0 | 2.0 | 2.0 | 20 |
| Totals: | 2,140.0 | 2,538.0 | 2,538.0 | 3,616 |

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.

ORN01-TS-2021.0117

Net Volume/Acre: 45.7 MBF

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

Net Volume/Acre: 46.0 MBF

| Regeneration Harvest | 2.0 |
|----------------------|-----|
| Partial Cut | 0.0 |
| Right of Way | 0.0 |
| Total Acres: | 2.0 |

Net Volume/Acre: 45.5 MBF

| Regeneration Harvest | 47.0 |
|-----------------------------|------|
| Partial Cut | 0.0 |
| Right of Way | 0.0 |
| Total Acres: | 47.0 |

| Sawtel | Salvage |
|--------|---------|
| | |

Stump to Truck Costs

| Total Stump To Truck | Net Volume | \$/MBF |
|----------------------|------------|----------|
| \$330,630.87 | 2,963.0 | \$111.59 |

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

| Yarding System | Unit of Measure | # of Units of Measure | \$/Unit of Measure | Total Cost | Remarks |
|----------------|--------------------|--------------------------|-----------------------|--------------|---------------|
| Track Skidder | GM MBF | 3,511.0 | \$94.17 | \$330,630.87 | 6 loads a day |
| Subtotal | | | | \$330,630.87 | |

Additional Costs

| ltem | 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, 5mbf/load

Sawtell Salvage

Transportation

| Total | Net Volume | \$/MBF | |
|--------------|------------|---------|--|
| \$200,127.00 | 2,963.0 | \$67.54 | |

| 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 | 3,511.0 | \$57.00 | \$200,127.00 | 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 |
|-------------|------------|--------|
| \$16,514.10 | 2,963.0 | \$5.57 |

| Cost Item | Total Cost |
|----------------------------|-------------|
| Road Construction: | \$1,646.78 |
| Road Maintenance/Rockwear: | \$14,867.32 |
| Road Use Fees: | \$0.00 |

Comments:

Rockwear \$\$2,630.02; Road maintenance \$12,237.30; Road renovation \$1,646.78

Other Allowances

| Total | Net Volume | \$/MBF |
|-------------|------------|--------|
| \$14,200.00 | 2,963.0 | \$4.79 |

Environmental Protection

| Cost item | Total Cost |
|-------------------|------------|
| Equipment Washing | \$400.00 |
| Subtotal | \$400.00 |

Slash Disposal & Site Prep

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