



PROSPECTUS

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
3106 Pierce Parkway, Suite E
Springfield, Oregon 97477
<http://www.blm.gov>



November 18, 2015

Parcel No. 3
Tract No. E-16-693
Upper Willamette Resource Area

John's Last Stand

TIMBER SALE NOTICE

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9, attached. Written and oral bids will be received by the District Manager, or her representative, at the **EUGENE DISTRICT OFFICE, 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON**. The timber sale will commence at 10:00 a.m. on Thursday, **December 17, 2015**.

This Timber Sale Notice does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003 - Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in The Register-Guard newspaper on or about November 18, 2015. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper to ensure accurate knowledge of the exact publication date.

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

THE SUCCESSFUL BIDDER, as a condition of award, will be required to complete and/or sign the following forms:

1. Form 5430-11, a certification that the bid was arrived at by the bidder or offerer independently, and was tendered without collusion with any other bidder or offerer.
2. Form 5450-17, Export Determination.

PRE-AWARD QUALIFICATIONS. The high bidder may be required to furnish information to determine the ability to perform the obligations of the contract. If the high bidder is determined not qualified, not responsible or refuses to respond within 15 days of a request for information pertaining to qualifications, the contract may be offered and awarded for the amount of the high bid to the highest of the bidders who is qualified, responsible, and willing to accept the contract.

A PERFORMANCE BOND in an amount not less than 20 percent of the total purchase price will be required for all contracts of \$2,500 or more, but the amount of the bond shall not be in excess of \$500,000, except when the Purchaser opts to increase the minimum bond as provided in 43 CFR 5451.2. A minimum performance bond of not less than \$500 will be required for all installment contracts less than \$2,500.

INSTALLMENT PAYMENTS may be authorized for sales of \$500 or more. Required installments will be determined by BLM. For sales under \$500,000, installments will not be less than 10% of the total purchase price. For sales of \$500,000 or more, installment payments shall be \$50,000.

LOG EXPORT AND SUBSTITUTION. All timber sales, including timber from Federal rights-of-ways, shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in

accordance with P.L. 94-165 and 43 CFR 5400 and 5424, as amended.

LOG EXPORT AND SUBSTITUTION RESTRICTIONS. Excepting Port-Orford-cedar, all timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

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.

ADDITIONAL INFORMATION concerning each timber sale tract described herein is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office. This prospectus includes maps and tables that cannot be made Section 508 compliant. For help with its data or information, please contact the Eugene District Office at (541) 683-6798.

THE VOLUMES LISTED herein are estimates only, based on 16-foot taper breaks, which must be taken into consideration if comparisons are made with volume predictions based on other standards. The volumes based on 32-foot taper breaks are shown for comparison purposes. No sale shall be made for less than the total purchase price, without regard to the amount bid per unit, even though quantity of timber actually cut or removed or designated for taking is more or less than the estimated volume or quantity so listed.

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

ACCESS to a sale may be through a locked gate (see individual sale information). Prospective bidders may obtain a key from the Eugene District Office. Any other persons interested in visiting the timber sale site should first contact the District Office at (541) 683-6600.

Attachments:

- Form 5440-9
- Form 5430-11
- Form 5450-17
- Form 5450-22

EUGENE DISTRICT
UPPER WILLAMETTE RESOURCE AREA

PARCEL NO.: 3
SALE DATE: December 17, 2015

Tract No. E-16-693 John's Last Stand
Lane County, Oregon: O&C

Bid Deposit Required: \$ 14,100.00

All timber designated for cutting on SW1/4NW1/4, SW1/4 Section 29, T. 20 S., R. 1 E., Will. Mer.

<u>Estimated Volume 32' Log (MBF)</u>	<u>Species</u>	<u>Estimated Volume 16' Log (MBF)</u>	<u>Appraised Price Per MBF</u>	<u>Estimated Volume Times Approx. Price</u>
1,412	Douglas-fir	1,699	\$ *55.80	\$ 94,804.20
886	Western hemlock	1,059	\$ *41.70	\$ 44,160.30
8	Western redcedar	11	\$ 165.00	\$ 1,815.00
<u>2,306</u>	<u>TOTALS</u>	<u>2,769</u>		<u>\$ 140,779.50</u>

*10% of Pond Value

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

LOG EXPORT RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

NOTE: The volume for this timber sale has been calculated using 16 foot eastside Scribner rules, and the 32 foot log volumes are estimates derived from the 16 foot volumes.

CRUISE INFORMATION: Volume for Douglas-fir and western hemlock in the Regeneration Harvest Area was cruised using the 3P system to select sample trees. The sample trees have been cruised and the volume computed using the **National Cruise Processing Program** for estimating volume in 16 foot lengths and the volume expanded to a total harvest volume. A map showing the location and description of these sample trees is available at the Eugene District Office. The timber volumes for western redcedar in the Regeneration Harvest Area was based on a 100% cruise using the **National Cruise Processing Program** for estimating board foot volume of trees in 16 foot logs.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 18.0" DBHOB; the average log contains 82 bd. ft.; the total gross merchantable volume is approximately 1,771 MBF; and 95% recovery is expected.

CUTTING AREA: Approximately 49 acres must be regeneration harvested.

ACCESS: Access to the sale is provided by:

1. A public road;
2. BLM existing roads.

ROAD MAINTENANCE: The Purchaser shall pay maintenance and rockwear fees estimated at \$22,036.06 to the BLM. See the Exhibit D map for specifications of road maintenance responsibility. Only the map page of the Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

In addition to the quantities shown below, 1,000 cubic yards (truck measure) of maintenance rock (gradation to be determined by Authorized Officer) is required. Additional road reinforcement (rocking) may be required for wet weather haul and will be at the Purchaser's expense.

LANDING CONSTRUCTION:

Landing No. H-1, H-2, H-3

Special Requirements: H-1 is only to be used as a service landing. Construction is limited to periods of dry weather.

ROAD RENOVATION:

Road No. 19-1-33.1, 20-1-10.1, 20-1-14

Length: 798.34 Stations

Class: SN-16

Special Requirements: Culvert replacement/installation on streams shall be done between July 1 and August 31 (both

days inclusive). Culvert replacement on Road No. 19-1-33.1 and a portion of Road No. 20-1-14 will require resurfacing of culvert locations with hot mix asphalt concrete.

Suggested Rock Source: Commercial, Pleasant Valley Vicinity
 Surfacing: 3/4" minus / 3" minus / Jaw Run
 Estimated Quantity (Truck Yards): 280 CY / 238 CY / 42 CY
 Estimated Quantity Asphalt (Tons): 30

CULVERTS:

<u>Diameter:</u>	<u>Length:</u>	<u>Number:</u>
18"	392'	11
24"	40'	1
30"	48'	1

Total Estimated Exhibit C (landing construction, and road renovation)
 Road Costs: \$54,463.35

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

SPECIAL PROVISIONS: The contract will contain special provisions regarding helicopter landing construction, road renovation, road maintenance, helicopter landing decommissioning, logging methods, prevention of erosion, logging residue reduction, and submission of a written logging plan specifying landing locations and logging schedule.

OTHER SPECIAL REQUIREMENTS:

1. Approximately 5 wildlife trees in the Regeneration Harvest Area are reserved from cutting.
2. In the Wildlife Habitat No Cut Zone, no trees shall be cut for for helicopter flight path.
3. The Purchaser shall be required to clean logging, road, decommissioning, and slash piling equipment prior to entry on BLM lands.
4. On Road Nos. 20-1-10.1 and 20-1-14, Purchaser shall provide flaggers to control traffic. The roads shall not be blocked for more than thirty minutes.
5. All tree species designated for removal must be cut and removed from the contract area.
6. No felling, yarding, or loading is permitted in or through the Reserve Areas as shown on Exhibit A.
7. Purchaser shall pile logging slash at all landings and hand pile within the Regeneration Harvest Area as directed by the Authorized Officer.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing slash pile burning or contributing \$5,995.06 in lieu thereof. The option must be declared prior to contract execution. Piling and covering are not included in the Optional Contribution and will remain the responsibility of the Purchaser.

NARRATIVE DESCRIPTION OF HOW TO GET TO SALE AREA:

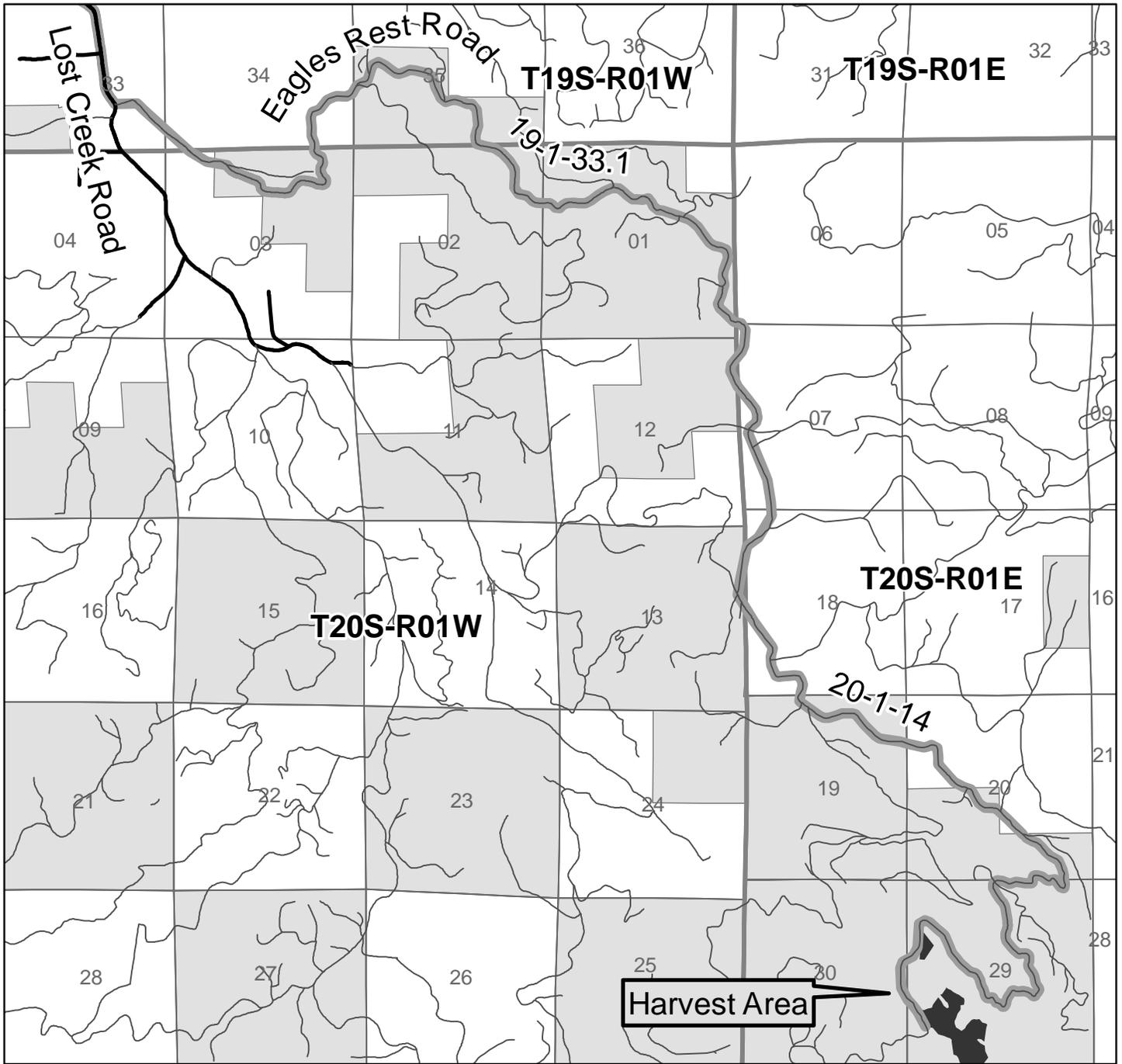
To Regeneration Harvest Area: From Pleasant Hill, proceed southeast on Highway 58 for approximately 4.5 miles to junction of Rattlesnake Road. Proceed south on Rattlesnake Road for approximately 4.5 miles to junction of Lost Creek Road. Proceed south on Lost Creek Road for approximately 1.9 miles to junction of Eagles Rest Road. Proceed on Eagles Rest Road (19-1-33.1) for approximately 6.9 miles to junction of Road No. 20-1-14. Continue southeast on Road No. 20-1-14 for approximately 4.7 miles to the Regeneration Harvest Area.



Timber Sale Location Map

Sale Name: John's Last Stand

T. 20 S., R. 1 E., SEC. 29, WILL. MER., EUGENE DISTRICT



Travel Route
 Harvest Area
 BLM Ownership

0 0.5 1 Miles



NARRATIVE DESCRIPTION OF HOW TO GET TO SALE AREA:

To Regeneration Harvest Area: From Pleasant Hill, proceed southeast on Highway 58 for approximately 4.5 miles to junction of Rattlesnake Road. Proceed south on Rattlesnake Road for approximately 4.5 miles to junction of Lost Creek Road. Proceed south on Lost Creek Road for approximately 1.9 miles to junction of Eagles Rest Road (19-1-33.1) for approximately 6.9 miles to junction of Road No. 20-1-14. Continue southeast on Road No. 20-1-14 for approximately 4.7 miles to the Regeneration Harvest Area.

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

Date: 11/4/2015

United States Department of the Interior
Bureau of Land Management
Oregon State Office
P.O. Box 2965
Portland, Oregon 97208-2965

Seasonal Restriction Matrix



Restricted Times

Restricted Activity:	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec		
	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	
Landing Construction and Decommissioning ▪ October 1 – June 30 ▪ May vary due to weather conditions; soil moisture still overrides weather conditions	X	X	X	X	X	X	X	X	X	X	X	X	X							X	X	X	X	X	X
Stream Culvert Installation and Removal ▪ September 1 – June 30, both days inclusive	X	X	X	X	X	X	X	X	X	X	X	X	X					X	X	X	X	X	X	X	X

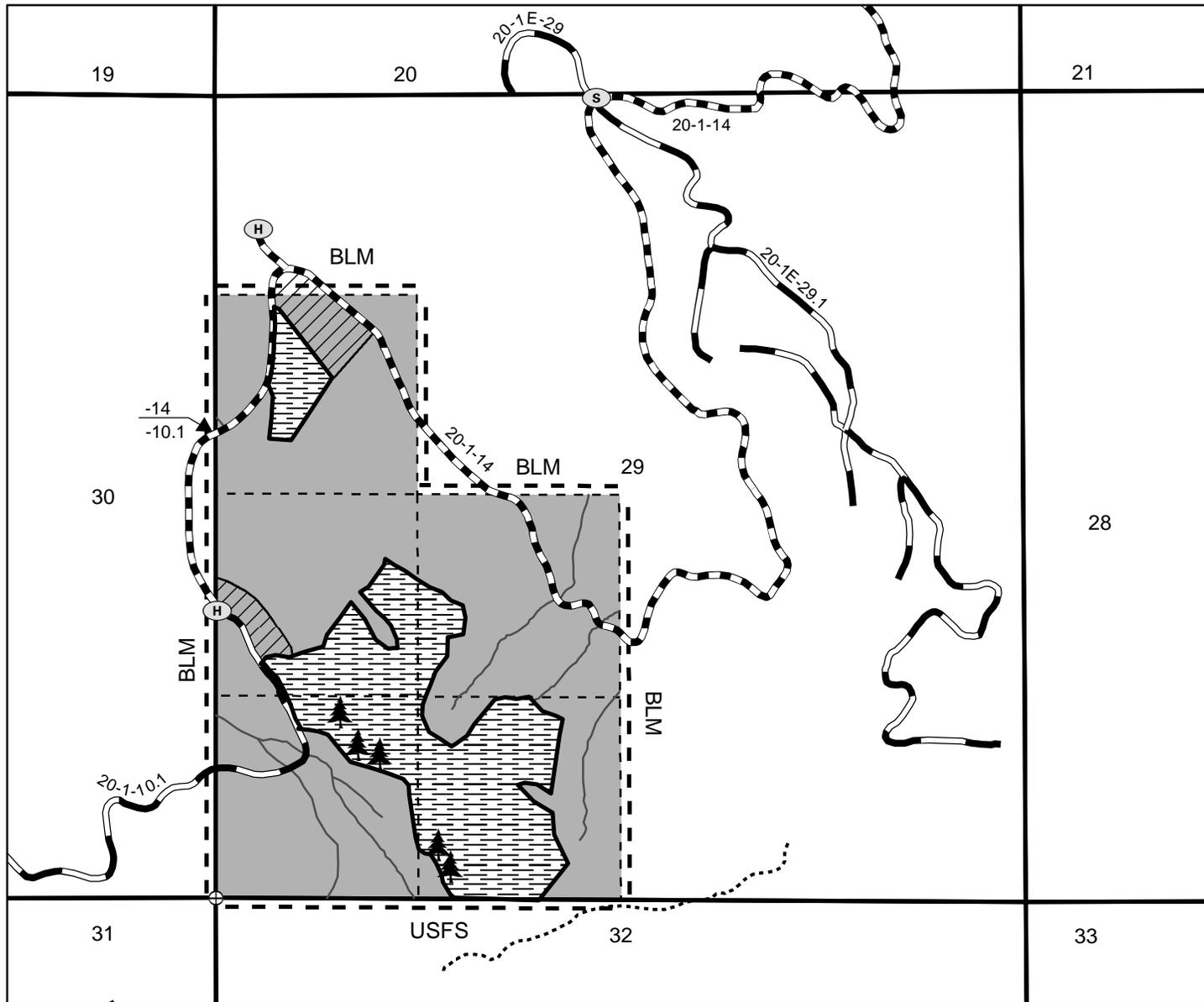
NOTE: This chart is for informational purposes only. Refer to Section 42 Special Provisions of the timber sale contract for exact date restrictions and specifications. Subject to transient winter snow, elevation ranges from 3200 – 3600 feet.



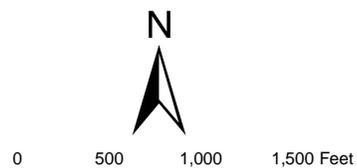
**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

EXHIBIT A

SALE NAME: JOHN'S LAST STAND TIMBER SALE CONTRACT NO.: ORE06-TS16-693
T. 20 S., R. 1 E., SEC. 29, WILL. MER., EUGENE DISTRICT



- | | | | |
|--|---|--|----------------------------------|
| | Boundary of Cutting Area -
Posted, Painted | | Existing Road |
| | Regeneration Harvest Area | | Road Renovation |
| | Reserve Area | | Stream |
| | Contract Area | | Willamette National Forest Trail |
| | Wildlife Habitat No Cut Zone | | Helicopter Log Landing |
| | Approximate Area of Wildlife Trees | | Helicopter Service Landing |
| | Corner Found | | |



11/4/2015

REGENERATION HARVEST AREA	49
RESERVE AREA	151
CONTRACT AREA	200 Acres

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United States Department of the Interior
Bureau of Land Management
Oregon State Office
P.O. Box 2965
Portland, Oregon 97208-2965

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Contract No.
ORE06-TS16-693

EXHIBIT B

LUMP SUM SALE

John's Last Stand

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

SPECIES	ESTIMATED VOLUME OR QUANTITY <i>(Units Specified)</i>	PRICE PER UNIT	AMOUNT OF ESTIMATED VOLUME OR QUANTITY X UNIT PRICE
Douglas-fir	1,699 MBF		
Western hemlock	1,059 MBF		
Western redcedar	11 MBF		
TOTALS	2,769 MBF		

The apportionment of the total purchase price is as follows:

Regen Harvest Area 49 Acres (56.5 MBF/Acre)

Douglas-fir	1,699 MBF
Western hemlock	1,059 MBF
Western redcedar	11 MBF
	<hr/>
	2,769 MBF

SPECIAL PROVISIONS FOR LOGGING RESIDUE REDUCTION

Upon completion of harvest, logging slash at all landings and slash for site preparation on designated units, as approved or directed by the Authorized Officer, shall be treated as follows:

CONSTRUCTION AND COVERING OF LANDING PILES

1. Purchaser shall pile logging slash at all landings and as directed by the Authorized Officer.
2. All logs greater than six (6) inches in diameter at the large end and longer than eight (8) feet in length shall be decked or windrowed at the location designated by the Authorized Officer except logs sold and removed from the contract area.
3. All slash greater than one (1) inch in diameter, up to and including six (6) inches in diameter on the large end, having a minimum length of three (3) feet shall be piled. Prior to piling, all pieces greater than twenty (20) feet in length shall be bucked, or piled separately as directed by the Authorized Officer.
4. Prior to commencement of mechanized slash work, all equipment must be cleaned prior to entering of BLM lands, as approved by the Authorized Officer.
5. Equipment used shall be equipped with a hydraulic thumb or a controllable, grapple head. The machine shall have a minimum reach of twenty-five (25) feet and shall travel on the road/landing only.
6. All piles shall be compact and free of dirt, gravel or other noncombustible material. Protruding pieces shall be trimmed to allow covering in a manner that permits the piles to shed water. Height shall be at least six (6) feet and no greater than twelve (12) feet. Width shall be not less than twelve (12) feet or greater than twenty-four (24) feet or as directed by the Authorized Officer. Piles shall not have a width greater than two times the height.
7. Piling shall be completed within thirty (30) days of the completion of yarding for each landing.
8. All piles shall be covered with black plastic or equivalent four (4) mil. thick. Each pile shall have a minimum 10 foot x 10 foot cover, and covering shall be securely anchored to the pile with combustible cord to the satisfaction of the Authorized Officer. All covering shall be completed on piles by September 15th of each year, or as directed by the Authorized Officer.
9. Piles shall be located as directed by the Authorized Officer. No pile shall be located on down logs or within ten (10) feet of any other pile, reserve trees, or culverts unless approved by the Authorized Officer.
10. All piles must be accepted in writing by the Authorized Officer. If the Purchaser elects to buy out of the pile burning in accordance with Section 42(e) of the contract, acceptance of the piles by the Authorized Officer will constitute relinquishment of the pile from the Purchaser to the BLM. Upon relinquishment, BLM will commence disposal of pile material.
11. Upon completion of harvest, all resulting piles will be burned as authorized by the Authorized Officer and in accordance to Special Provisions 17-24.

CONSTRUCTION AND COVERING OF HAND PILE

12. Purchaser shall hand pile logging slash in the forty-nine (49) acre Regeneration Harvest Area as directed by the Authorized Officer.
13. Hand pile all slash greater than one half (1/2) inch in diameter, up to and including six (6) inches in diameter on the large end, having a minimum length of three (3) feet. Larger material which has a portion meeting this specification must be bucked at the 6 inch diameter and that portion piled. All resulting piles shall be burned in accordance to Special Provisions 17-24.
14. Piles shall be located as directed by the Authorized Officer. No pile shall be located on down logs or within ten (10) feet of any other pile, reserve trees, or culverts unless approved by the Authorized Officer.
15. Piles shall be constructed by compactly aligning individual pieces in the same direction and placing the heavier slash on top. Piles shall have a stable base to prevent toppling, and the long axis of individual pieces shall be oriented up and down the slope. Noncombustible material shall not be mixed with slash. Protruding pieces shall be trimmed to allow covering in a manner that permits the piles to shed water. Hand piles shall enclose a core of kindling at least six (6) inches high, twelve (12) inches wide and eighteen (18) inches long, composed of needles, limbs, branches, and damaged brush less than one (1) inch in diameter.
16. All piles shall be covered with black plastic, or equivalent, four (4) mil. thick. Each pile shall have a maximum 10 foot x 10 foot cover, and covering shall be anchored, and completed to the satisfaction of the Authorized Officer.

PILE BURNING

17. Notwithstanding the provisions of Section 15 of this contract, the Government shall assume all obligations for the disposal or reduction of the fire hazards caused by slash created by the Purchaser's operations on Government lands, except for logging residue reduction, slash pullback operations listed above, and burning and fire control assistance as required herein. Upon phone notification by the Authorized Officer of required performance prior to ignition, the Purchaser shall, under supervision of the Authorized Officer or his designated representative, assist in pile burning and fire control. In addition, debris which has been buried at landings and is determined to be the source of holdover fire shall be excavated by the Purchaser with a tractor and/or hydraulic excavator as directed by the Authorized Officer.
18. The Purchaser shall furnish, at his own expense, the services of personnel and equipment on all units requiring burning as shown below:
 - (a) One (1) work leader (Firefighter Type 1 (FFT1)) to supervise crew and to serve as Purchaser's representative.
 - (b) At least one (1) additional firefighter (Firefighter Type 2 (FFT2)) for ignition of piles.
 - (c) Drip torches and slash fuel (3:1 ratio of diesel to gasoline, or biofuel equivalent).
 - (d) Aluma-gel or other incendiary device.
 - (e) One (1) chain saw with fuel.
 - (f) One (1) hand tool per above listed personnel.
19. 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.

20. 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.
21. In the event of a fire escapement, the Purchaser's personnel and equipment shall, under supervision of the Authorized Officer or his designated representative, take action to control and mop-up the escaped fire until released from such service by the Government. If it becomes necessary to suppress a fire which escapes from the prescribed fire area for a period beyond midnight of the day following ignition, then the Government shall, at its option:
 - (a) 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
 - (b) Release the Purchaser from additional suppression work and assume responsibility for suppressing the escaped fire.
22. 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.
23. The Purchaser may be required to burn slash on a 12 hour notice, 10 days after the initial notice is received. Burning may need to be accomplished at night or on Saturday, Sunday, or holidays. 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 site preparation work and/or the use of additional personnel and equipment to accomplish the planned burn, the Purchaser also shall be responsible for such additional costs.
24. The Purchaser must obtain a Permit to Use Fire or Power-Driven Machinery from the Oregon Department of Forestry. Burning will be done in accordance with Oregon Administrative Rule 629-48 as well as a Burn Plan approved by the BLM.

removal of personal property. Any improvements remaining on Government lands and rights-of-way at the end of the period for removal, or any extension, shall become the property of Government. Any equipment or other personal property remaining on Government

land and rights-of-way at the end of this period may be removed at the expense of Purchaser and disposed of in accordance with applicable law.

Sec. 41. Timber Reserved from Cutting - The following timber on this contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government.

See Sheet 1 which is attached hereto and made a part hereof.

Tract No. E-16-693

Parcel No. 3

THIS IS A SALE PROSPECTUS ONLY. ATTACHMENTS MAY NOT INCLUDE ALL EXHIBITS REFERRED TO IN THE CONTRACT PROVISIONS. THE COMPLETE CONTRACT INCLUDING ALL EXHIBITS IS AVAILABLE FOR INSPECTION AT THE EUGENE DISTRICT OFFICE, 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON.

SALE DATE: December 17, 2015

Sec. 42. Special Provisions - Purchaser shall comply with the special provisions which are attached hereto and made a part hereof unless otherwise authorized, in writing, by the Contracting Officer.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day first above written.

If Individual or Partnership, sign here:

If Corporation, sign here:

(Name of Firm)

(Signature)

(Address)

(Signature)

(Address)

(Signature)

(Address)

(Name of Corporation)

(Signature)

(Title)
UNITED STATES OF AMERICA
By _____
(Signature)

(Title)

(Date)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(If Purchaser is a corporation, the following certificate must be executed by the Secretary or Assistant Secretary of the Corporation.)

I, _____, certify that I am the _____ Secretary of the corporation named as Purchaser herein; that _____, who signed the contract was then _____ of said corporation, that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signature: _____

SEC. 41 - Timber Reserved From Cutting and/or Removal

- (a) All timber on the Reserve Area shown on Exhibit A and all orange painted and posted trees in the Regeneration Harvest Area which are on or mark the boundaries of the Reserve Area.
- (b) All trees marked with orange paint above and below stump height in the Regeneration Harvest Area as shown on Exhibit A.
- (c) All existing decay class 3, 4, and 5 snags, down wood, and existing rootwads in the Regeneration Harvest Area as shown on Exhibit A. Decay classes are illustrated on Exhibit I which is attached hereto and made a part hereof.
- (d) Approximately 5 trees marked with orange paint above and below breast height and an orange "W" in the Approximate Area of Wildlife Trees in the Regeneration Harvest Area shown on Exhibit A. All Wildlife Trees felled for safety and operational reasons shall remain on site.
- (e) In the Regeneration Harvest Area shown on Exhibit A, all Pacific yew, hardwood trees, and snags which do not present a safety hazard or where removal is not needed for operational activities as determined by the Authorized Officer. All Pacific yew, hardwood trees, and snags that are felled for safety and operational reasons shall remain on site.

SEC. 42 - Special Provisions

- (a) Logging
 - (1) Before beginning operations on the contract area for the first time, or after a shutdown of 14 or more days, the Purchaser shall notify the Authorized Officer in writing of the date he plans to begin operations. This written notification must be received by the Authorized Officer no less than 14 days prior to the date the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of 10 or more days.
 - (2) Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A pre work conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan.
 - (3) In the Regeneration Harvest Area shown on Exhibit A, all trees designated for cutting may be felled and whole tree yarded, or yarded with tops attached. Trees shall be directionally felled away from the Reserve Areas, Wildlife trees, coarse woody debris, and snags, except when necessary for safety or operational reasons.
 - (4) In the Regeneration Harvest Area as shown on the Exhibit A, all tree species designated for removal must be cut and removed from the contract area in compliance with the terms of this contract.
 - (5) In the Wildlife Habitat No Cut Zone shown on Exhibit A, no trees shall be cut for helicopter flight path.
 - (6) No felling, yarding, or loading is permitted in or through the Reserve Areas shown on Exhibit A unless otherwise approved by the Authorized Officer.
 - (7) During logging operations, the Purchaser shall keep Road Nos. 20-1-10.1 and 20-1-14, where they pass through the contract area, clear of trees, rock, dirt, and other debris so far as is practicable.
 - (8) The Purchaser shall provide warning signs and flaggers in accordance with Section 29 of the contract to control traffic on Road Nos. 20-1-10.1 and 20-1-14 during active harvest operations. The roads shall not be blocked by such operations for more than 30 minutes.

- (9) In the Regeneration Harvest Area – shown on Exhibit A, yarding shall be done with a helicopter capable of suspending logs free and clear of the ground and tree tops enroute to the landing. All multiple log turns shall be vertically lifted from a small enough radius to result in minimal damage to the residual forest stand as determined by the Authorized Officer.
- (10) The Purchaser shall provide the Authorized Officer an appropriate “Spill Plan” in accordance with section 28 of the contract if fuel trucks, tanks, or barrels are used on helicopter landings.
- (11) Before cutting and removing any reserve trees necessary to facilitate logging in the Regeneration Harvest Area shown on Exhibit A, the Purchaser shall identify the location of helicopter landings, flight path trees, and danger trees on the ground in a manner approved by the Authorized Officer at the prework conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding, the following conditions must be met:
- (aa) The Purchaser may immediately cut and remove additional timber to clear helicopter landings, flight path trees, and danger trees when the trees have been marked with blue paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Section 3(b) of the contract or sufficient bonding has been provided in accordance with Section 3(d) of the contract.
- (bb) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Section 9 of the contract; or, the Authorized Officer determines that any tree that exceeds 30 inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Sec. 8 of the contract.
- (cc) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.
- (dd) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Section 8 or Section 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.
- (ee) The Government may reserve trees previously designated for cutting and removal by applying orange paint in the Regeneration Harvest Area above and below stump height and the letter “R” on two sides of the trees as replacements for additional trees cut and removed for logging operations when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescription. This may include the replacement of trees damaged by storm events, insects, or disease. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase

Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.

- (12) In accordance with the requirements of Section 8 of the contract it has been determined that it is in the best interest of the Government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in the Regeneration Harvest Area to meet all applicable State safety laws, codes or regulations. This timber must be cut so that the Purchaser can continue active falling and yarding operations. The Purchaser is, therefore, authorized to cut such additional timber in accordance with the provisions of Section 8 of the contract: provided, however, that:
- (aa) All orange marked trees in the Regeneration Harvest Area may be cut but not removed.
 - (bb) Wildlife Trees and Wildlife Habitat No Cut Zone would not be included in this authorization.
 - (cc) The Purchaser shall identify each tree cut in accordance with the provision by marking the cut surface of the stump immediately after falling with a large "X". The "X" shall be cut with a chain saw. The stump shall be marked by hanging flagging so that the stump can be visually located from a distance of not less than 50 feet. The Purchaser shall also paint an identifiable "X" on the butt log. The butt log shall remain on the contract area until such time as the Authorized Officer has scaled such additional timber and authorizes removal from the contract area.
 - (dd) The volume and price for such timber shall be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and paid for by the Purchaser in accordance with Section 3(b) or 3(d) of the contract as required by Section 8 of the contract.
 - (ee) No timber may be cut or removed under the terms of this provision if all contract payments required by Section 3(b) or 3(d) of the contract have been made.
 - (ff) The permission to cut additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:
 - (1) Failed to properly mark any stump with the "X" cut.
 - (2) Failed to identify the location of any stump.
 - (3) Cut any reserve tree that was not severely (as defined during the prework conference and documented in the approved logging plan) damaged from felling and yarding operations.
 - (4) Failed to maintain accurate and current (no more than 24 hours old) documentation of cut timber.

If the permission to cut additional timber provision is withdrawn, the Purchaser shall inform the Authorized Officer at least five working days prior to the need for cutting and yarding any, flight path trees and danger trees,. All sales of additional timber shall comply with Section 8 of the contract. The Contracting Officer may order the Purchaser, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the Government to safely measure and mark additional timber.

The Purchaser shall be liable for damages in accordance with Section 13 of the contract for any reserved timber cut or removed in violation of the terms of this special provision.

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

- (1) The Purchaser shall construct helicopter landings H-1, H-2, and H-3 and renovate Road Nos. 19-1-33.1, 20-1-10.1, and 20-1-14.0 in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Exhibit C contains 40 sheets.

- (2) Prior to removal of any timber, except right-of-way timber, the required construction and/or renovation of the haul route for that timber shall be completed prior to hauling as specified in Exhibit C.
- (3) Culvert replacement/installation on streams shall be done between July 1 and August 31 (both days inclusive), and shall be completed prior to hauling and fall rains. During installation of the stream culverts, dewatering of the culvert bed, silt fences and/or straw bales may be required as directed by the Authorized Officer. All work shall be completed in accordance with the plans and specifications shown in Exhibit C.
- (4) BLM Maintenance: The Purchaser is authorized to use the roads listed below and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management, for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C, provided that the Purchaser pay the required maintenance obligations described in Section 42(b)(7). The Purchaser shall pay current Bureau of Land Management maintenance fees for the sale of additional timber under modification of the contract.

<u>Road No. and Segment</u>	<u>Length Miles Used</u>	<u>Road Control</u>	<u>Road Surface Type</u>
19-1-33.1	7.01	BLM	Paved
20-1-14 Por.	3.26	BLM	Paved

- (5) Purchaser Maintenance: The Purchaser is authorized to use the roads listed below and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C and D, provided that the Purchaser comply with the conditions set forth in Section 42(b)(6) and pay the required rockwear obligation described in Section 42(b)(8). The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification to the contract.

<u>Road No. and Segment</u>	<u>Length Miles Used</u>	<u>Road Control</u>	<u>Road Surface Type</u>
20-1-10.1 Por.	0.10	BLM	Rock
20-1-14 Por.	1.51	BLM	Rock

- (6) Except for the road maintenance in accordance with Section 42(b)(4), the Purchaser shall perform any required road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications", of this contract, which is attached hereto and made a part hereof.
- (7) The Purchaser shall pay to the Government a road maintenance obligation in the amount of Twenty Thousand One Hundred-Ninety and 72/100 dollars (\$20,190.72) for the transportation of timber included in the contract price over roads listed in Section 42(b)(4).

The above road maintenance amount is for the use of 10.27 miles of road, or less. Unless the total maintenance amount is paid prior to commencement of operations on the contract area, payments shall be made in installments of not less than One Thousand and 00/100 dollars (\$1,000.00) payable in the same manner as and together with payments required in Sec. 3 of this contract.

- (8) The Purchaser shall also pay to the Government a road maintenance obligation for rockwear in the amount of One Thousand Eight Hundred Forty-Five and 34/100 dollars (\$1,845.34) for the transportation of timber included in the contract price over the roads listed in Section 42(b)(5). The rockwear fee shown above shall be paid prior to removal of any timber from the contract area; provided, however, that if the total of such amount exceeds One Thousand and 00/100 dollars (\$1,000.00), the Purchaser may elect to make the payment in installments in the same manner as and together with payments required in Section 3 of this contract.
- (9) The Purchaser also agrees that if he elects to use any private road, other than those provided for in this contract, which is the subject of a right of way agreement with the Government, for the removal

of Government timber sold under the terms of this contract, he shall request and agree to the modification of this contract to provide for such use.

(c) Environmental Protection

- (1) The Purchaser shall be required to clean logging, road, and decommissioning equipment to remove dirt and plant debris that may contain noxious weed seeds from the undercarriage, tracks and tire treads prior to entry on BLM lands. The Authorized Officer shall require inspection of equipment to see that it was cleaned prior to arrival on site.
- (2) Upon completion of yarding, the Purchaser shall decompact the native portions of helicopter landings to a depth of 18 inches with decompaction equipment such as a track mounted excavator with ripping teeth and an opposable thumb. Slash and debris shall be pulled on top of the decompacted landings as directed by the Authorized Officer. If equipment other than an excavator is used, it shall be approved by the Authorized Officer.
- (3) The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:
 - (aa) Threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
 - (bb) When, in order to comply with the Endangered Species Act, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
 - (cc) 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;
 - (dd) Other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;
 - (ee) 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;
 - (ff) When, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract.
 - (gg) Species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
 - (hh) When, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines 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 terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, protect species that have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines 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, protect species that have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

In the event 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 paragraph, 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.

(d) Fire Prevention, Slash Disposal, and Watershed Protection

- (1) Fire Prevention and Control. 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 closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.
- (2) Logging Residue Reduction. In addition to the requirements of Sections 15 and 26 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following logging residue reduction and site preparation measures required by this contract:
 - (aa) Prior to commencement of any operation under Section 42(d)(2)(bb) of this contract, a logging residue reduction and site preparation prework conference between the Purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All logging residue reduction and site preparation shall be done in accordance with the plans developed at the prework conference.
 - (bb) Purchaser shall construct and cover landing and hand piles and pile burn according to prescription in accordance with Exhibit F, which is attached hereto and made a part hereof. Exhibit F contains 3 sheets.

(e) Optional Contributions

- (1) The Purchaser shall perform all pile burning in accordance with Exhibit F Special Provisions 18-25. The Purchaser shall have the option of completing this work, or in lieu thereof, making a contribution to the Bureau of Land Management in the amount of Five Thousand Nine Hundred Ninety-five and 06/100 dollars (\$5,995.06).
 - (aa) The amount of contribution shown above shall be paid prior to cutting. The Purchaser shall notify the Authorized Officer in writing of his intention to make this contribution prior to the execution of the contract. Upon making such contribution, the Purchaser shall be relieved of obligations set out in this subsection.

(f) Log Export and Substitution

- (1) All timber sold to the Purchaser under the terms under the terms of this contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses; or (4) western redcedar lumber that does not meet lumber of American Lumber 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 timber, 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.
- (2) 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:

- (aa) Date of last export sale.
 - (bb) Volume of timber contained in last export sale.
 - (cc) Volume of timber exported in the past twelve (12) months from the date of last export sale.
 - (dd) Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.
 - (ee) Volume of timber exported in succeeding twelve (12) months from date of last export sale.
 - (ff) Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.
- (3) In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a Form 5460-16 (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 purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in a 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) that 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 shall be branded on loads of 10 logs or less. One end of all branded logs to be processed domestically shall be marked with a 3 square inch spot of highway yellow paint. The Purchaser will stop trucks for accountability monitoring at mutually agreed upon location when notified by the Authorized Officer.

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

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

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.

OR-5420-1a
(June 1986)

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management
STUMPAGE COMPUTATION
MBF

District Eugene
ATSP Tract No. E-16-693
ADP No. _____
Sale Name John's Last Stand

Species	Realization Value	Mfg. Costs (-)	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marg. * Logs (/)	Stumpage
Douglas-fir	---	---	557.81	467.12	78.09		12.60
Western hemlock	---	---	417.47	467.12	58.45		(108.10)
Western redcedar	---	---	734.57	467.12	102.84		164.61
Wt. Average			504.91				(32.89)

*Marginal Log Volume N/A MBF X \$/MBF Marg. Log Value
Marginal Log Value \$ = \$ Marginal Log Value/MBF
(D-fir Net Volume) MBF

APPRAISED PRICE SUMMARY

TEA RVA X Market Value

(Check one)

Number Trees		Species	Volume	Appraised Price		Bid Price	
Un-Merch	Merch			\$/M	Value	\$/M	Value
---	4,540	Douglas-fir	1,699	*55.80	94,804.20		
---	3,891	W. hemlock	1,059	*41.70	44,160.30		
---	136	W. redcedar	11	165.00	1,815.00		
---	8,567	TOTALS	2,769		140,779.50		

*10% of Pond Value

LOG GRADES (By Percent)

Species	Code #1	#2	#3	2 Saw	3 Saw	4 Saw
				#4	#5	#6
Douglas-fir			2.0	61.0	34.0	3.0
Western hemlock				57.0	41.0	2.0
Western redcedar				100.0		

Appraised By: B. Dotson
Appraisal Reviewed By: T. Ray

Date: _____
Date: _____