

PROSPECTUS



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Springfield Interagency Office, Northwest Oregon District
3106 Pierce Parkway Suite E, Springfield, Oregon 97477
<http://www.blm.gov>

SCALE SALE

July 25, 2018

Parcel No. 3
Eugene Master Unit
Contract No. ORN03-TS18-326
Siuslaw Field Office

Showdown – Scale Sale; SBA Set-Aside Sale

TIMBER SALE NOTICE

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9, attached. Written and oral bids will be received by the District Manager, or his representative, at the **NORTHWEST OREGON DISTRICT'S SPRINGFIELD INTERAGENCY OFFICE, 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON**. The timber sale will commence at 10:00 a.m. on Thursday, **August 23, 2018**.

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 July 25, 2018. 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.

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

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

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

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

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

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

LOG EXPORT AND SUBSTITUTION. All timber sales, including timber from Federal rights-of-ways, shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5424, as amended.

LOG EXPORT AND SUBSTITUTION RESTRICTIONS. Excepting Port-Orford-cedar, all timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber. 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 Northwest Oregon District's Springfield Interagency 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 ANALYSIS (EA) was prepared for the Upper Siuslaw of Landscape Plan Project, which includes the Showdown timber sale. A Finding of No Significant Impact and Decision Record for the EA have been documented. A Determination of NEPA Adequacy (DNA) has been documented for this sale. These documents are available for inspection as background for this sale at the Northwest Oregon District's Springfield Interagency Office.

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

Attachments:

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

NORTHWEST OREGON DISTRICT
SIUSLAW FIELD OFFICE

**TIMBER SALE NOTICE
SCALE SALE
DESIGNATION BY PRESCRIPTION
EUGENE MASTER UNIT
SBA Sale**

PARCEL NO.: 3
SALE DATE: August 23, 2018

Contract No.: ORN03-TS18-326, Showdown

Lane and Douglas Counties Oregon: **O&C and PD:** Oral Auction

Bid Deposit Required: \$ 172,700.00

All timber designated for cutting on Lots 12, 14, and 15, Section 31; Lots 28-30, Section 33, T. 19 S., R. 7 W.; Lots 1, and 5-12, S1/2 Section 5; Lot 5, SE1/4 Section 6; NE1/4NE1/4 Section 7, T. 20 S., R. 7 W., Will. Mer.

Estimated Volume 32' Log (MBF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Approx. Price
5,669	Douglas-fir	6,334	\$ 271.60	\$ 1,720,314.40
54	Western hemlock	65	\$ 79.30	5,154.50
5,723	TOTALS	6,399		\$ 1,725,468.90
Other Wood Products		Estimated Volume Green Tons	Appraised Price Per Ton	
Clean Chips		Douglas-fir 300	\$ 2.00	\$ 600.00
GRAND TOTAL				\$ 1,726,068.90

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

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

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

CRUISE INFORMATION: Volume for all Douglas-fir and western hemlock in the Partial Harvest Areas was variable plot cruised. Plot data is then used to calculate v-bar and basal area per acre using the National Cruise Processing Program. The basal area was determined with a Relaskop using a 20 BAF. This sale contains a total of 165 plots; 103 sample trees were randomly selected on these plots to determine v-bar.

All Douglas-fir in the right-of-ways have been cruised using the 3P system to select sample trees. The sample trees have been cruised and the volume computed using the National Cruise Processing Program for estimating volume in 16 foot lengths and the volume expanded to a total right-of-way volume. A map showing the location and description of these sample trees is available at the Northwest Oregon District's Springfield Interagency Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 12" DBHOB; the average log contains 37 bd. ft.; the total gross merchantable volume is approximately 6,614 MBF; and 96% recovery is expected.

BLM Designation by Prescription (DxP) Scale Sale Timber Sale Process:

Operations on this timber sale will be conducted under a Designation by Prescription (DxP) scale contract. DxP is also referred to as "Purchaser Select." This is a method of sale where the Government does not mark (paint) the timber to be cut and removed in the Partial Harvest Area. Instead, the timber to be cut is designated by prescription, i.e., written cutting guidelines (Selection Criteria) which implement the silvicultural prescription and are made a requirement of the timber sale contract by the attachment of Exhibit S containing the Selection Criteria inspection and oversight of the BLM timber sale contract administrator. Exhibit S is attached.

1. Cruise: The variable plot cruise was implemented with the cruiser using the Selection Criteria for cutting in order to estimate the volume that would be cut and removed. The estimated volume was used for appraisal purposes and is delineated in this timber sale notice. In addition, this volume is delineated in the attached Exhibit B, and will be used to bill the Purchaser.

CUTTING AREA: Three (3) areas totaling approximately 418 acres must be partial harvested and approximately 13 acres of right-of-way must be clear cut.

ACCESS: Access to the sale is provided by:

1. A public road;

2. BLM existing roads;
3. BLM roads to be constructed;
4. Roads covered by Right-of-Way and Road Use Agreement E-142 between Oxbow Timber 1, LLC and the United States. In the use, improvement and renovation of private roads, the Purchaser shall enter into a license agreement with Oxbow Timber 1, LLC. The license agreement shall be delivered to Oxbow Timber 1, LLC for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

ROAD MAINTENANCE: The Purchaser shall pay a road maintenance and rockwear fee estimated at \$8,549.42 to Oxbow Timber 1, LLC. The Purchaser shall pay BLM road maintenance fees of \$34,376.73 and a rockwear fee of \$2,786.19. In addition to the quantities shown below, 500 cubic yards (truck measure) of maintenance rock and surface protection rock is required. Additional road reinforcement (rocking) may be required for wet weather haul and will be at the Purchaser's expense. Load tickets are required for maintenance rock accounting. See Exhibit D map for specification of road maintenance responsibility. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

ROAD CONSTRUCTION:

Spurs B, E, G, H, J Ext., and L, and Road No. 20-7-5.72 Ext.

Length: 26.38 Stations

Class: SN-14 / SN-16

Special Requirements in Road Construction: Operations limited to periods of dry weather. Spurs B, G, and J Ext. are subject to Special Operating Area restrictions.

ROAD RENOVATION:

Road Nos. 20-7-4.1, -4.2, -5.1, -5.2, -5.3, -5.6, -5.72, -5.73, -5.75, and -7.

Length: 256.05 Stations

Class: SN-14 / SN-16

Special Requirements in Road Renovation: Operations may be limited to periods of dry weather. Road Nos. 20-7-5.1, -5.3, -5.75 and -7 are subject to Special Operating Area restrictions.

ROAD IMPROVEMENT:

Spurs A, F, I, J, and K, and Road Nos. 20-7-4.3, -4.4, and -5.74

Length: 47.03 Stations

Class: SN-14 / SN-16

Special Requirements in Road Improvement: Operations limited to periods of dry weather. Spur A is subject to Special Operating Area restrictions.

Culverts

<u>Diameter:</u>	<u>Length:</u>	<u>Number:</u>
18	390	15

Suggested Rock Source: Commercial, Lorane and Noti Vicinity

Estimated Rock Quantities (CY truck measure)

<u>3/4" minus</u>	<u>1-1/2" minus</u>	<u>3" minus</u>	<u>6" minus</u>
340	2,008	6,826	3,347

Total Estimated Exhibit C Road Costs (construction, renovation, and improvement): \$496,741.60

Note: Rock sources in the Lorane vicinity do not meet the requirements for the Federal Highway Administration Region 10 Accelerated Weathering Test. Therefore, the Northwest Oregon District does not accept gradations less than 3-inch minus from the Lorane vicinity for surface aggregate. Aggregate used for culvert bedding and backfill is exempt from meeting this requirement and is therefore acceptable.

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

SPECIAL PROVISIONS: The contract will contain special provisions regarding road construction, road renovation, road improvement, road maintenance, logging methods, prevention of erosion, falling of all trees designated for cutting, logging residue reduction, and submission of a written logging plan specifying spur road locations, equipment trail locations, landing locations, logging methods, and logging schedule.

This is a Designation by Prescription sale. There are provisions regarding training of timber fallers, cutting operations, selection criteria of trees to be cut and retained, and compliance with the selection criteria set forth in Exhibit S. Exhibit S is included in the Prospectus and contains 5 sheets.

Under Sec. 26 of the timber sale contract, tractor logging will be prohibited during periods of excessive soil moisture. This will normally limit tractor logging to July, August, and September.

It is estimated that approximately 640 MBF of additional timber, such as corridor and guyline trees, may be removed under the contract, but it is not included in the advertised sale volume, nor is it included in the timber sale appraisal.

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.

OTHER SPECIAL REQUIREMENTS:

- No yarding or hauling shall be conducted on natural surfaced roads or equipment roads during periods of wet weather as determined by the Authorized Officer.
- Road No. 20-7-8.2 (West Oxbow), shall not be blocked for more than 20 minutes at a time during operations. At the close of business each day this road shall be cleared.
- Surfacing on paved Road Nos. 20-7-8 (M-Line) and 20-7-8.2 (West Oxbow) shall be protected during logging operations. Any necessary repairs after logging is completed shall be at the Purchaser's expense and in accordance with Exhibit D.
- Purchaser shall provide warning signs and flaggers in accordance with state and federal regulations. Trees designated for cutting shall be directionally felled away from the road.
- Yarding shall be done with a carriage equipped skyline capable of yarding 1,600 feet slope distance in the Partial Harvest Areas on slopes greater than 35%.
- Trees 32" or greater DBH shall be reserved from falling, unless they present a safety hazard. If felled they shall remain on site.
- In the Special Yarding Area, logs may be yarded through the Reserve Area.
- Within the Special Yarding Riparian Area, logs shall be fully suspended ABOVE the tree canopy.
- In Partial Harvest Area 3, limbs and tops shall remain attached to the tree and be yarded to the landing.
- Tractor swing or yarder swing operations may be necessary on potential equipment trails in Partial Harvest Areas 2 and 3. This affects approximately 13 acres of Partial Harvest area. The Purchaser may request to construct equipment trails in locations not shown on Exhibit A.
- A truck assist may be necessary when hauling on Road Nos. 20-7-4.3, 20-7-5.72, 20-7-5.72 Ext., and 20-7-5.74.
- In the Guyline-Tailhold Restriction Area, trees may not felled for any reason, except safety, or be used for guylines or tailholds.
- Artificial anchors may be necessary on Road Nos. 20-7-4.1 and 20-7-7.
- With the exception of hauling, daily operations within the Special Operating Area shall not be permitted from April 1 through August 5 of each year, both days inclusive; and shall not begin until 2 hours after sunrise and shall cease 2 hours prior to sunset from August 6 through September 15 of each year, both days inclusive. These restrictions shall not be waived.
- In the Special Tailhold Area, approval from the Authorized Officer shall be obtained prior to attaching logging equipment to any tree.
- The Purchaser shall rock Spurs A, B, E, F, G, H, I, J, J Ext., K, and L, and Road Nos. 20-7-4.2, 20-7-4.4, 20-7-5.1, 20-7-5.2, 20-7-5.3, 20-7-5.73, 20-7-5.74, 20-7-5.75, and 20-7-7 for wet weather haul.
- The Purchaser shall have the option to rock Road Nos. 20-7-4.3, 20-7-5.6, 20-7-5.72, and 20-7-5.72 Ext. at the Purchasers expense.
- An adjacent BLM Timber Sale may operate simultaneously with Showdown Timber Sale, in T. 20 S., R. 7 W., Sec 9. Shared use of Road No. 20-7-8.5 may be necessary.
- Logging slash shall be piled, covered, and burned at all landings, within the Partial Harvest Areas.
- The Purchaser shall clean logging, road, decommissioning, and slash disposal equipment prior to entry on BLM lands.

- Improvement of Road Nos. 20-7-4.3 and 20-7-4.4 include removal of approximately 23 MBF of private timber, to be cut and decked in accordance with the specifications of Oxbow Timber 1, LLC.
- Upon completion of hauling, all decommissioning shall be completed during the dry season and as directed by the Authorized Officer. Decommissioning measures may include:
 - Decompact skid trails, equipment trails and natural surfaced roads with decompaction equipment, such as a track mounted excavator.
 - Construct drainage dips, waterbars, and/or lead-off ditches.
 - Place logging slash greater than 6 inches in diameter, where available, on surfaces in a discontinuous pattern.
 - Block at entry points using root wads, slash, and/or cull logs as directed by the Authorized Officer.
- Section 42(f) contains explicit instruction on requirements for equipment and personnel involved in pile burning.

Optional Contributions: The Purchaser will not have the option of contributing funds in lieu of completing logging residue reduction work.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: Access to the sale is through locked gates over private roads. Prospective bidders may obtain a key from the Northwest Oregon District's Springfield Interagency Office and proceed to the sale area. Any other persons interested in visiting the timber sale site should first contact Christopher Finn at (541) 683-6421.

To Access Partial Harvest Area 1: From Partial Harvest Area 3, turn west at the junction of Road Nos. 20-7-4.1 and 20-7-5.3. Continue for 1 mile and follow the Timber Sale Area signs.

To Access Partial Harvest Area 2: From Partial Harvest Area 3 travel east on Road No. 19-7-28.3 and follow the Timber Sale Area signs.

To Access Partial Harvest Area 3: From Alma travel 4.4 miles southwest on Road No. 19-7-25.1 (Oxbow Road). Turn onto Road No. 20-7-4.1, proceed through the gate and follow the Timber Sale Area signs to the sale area. Alternatively, continue past Road No. 20-7-4.1 for approximately 2 miles to the junction with Road No. 20-7-8 (M-line). Proceed northwest on Road No. 20-7-8 (M-line) for approximately 0.5 mile and turn onto Road No. 20-7-7. Follow the Timber Sale Area signs.

Seasonal Restriction Matrix

Restricted Periods are Shaded and X'd; 2-hour daily timing restrictions are X'd only.

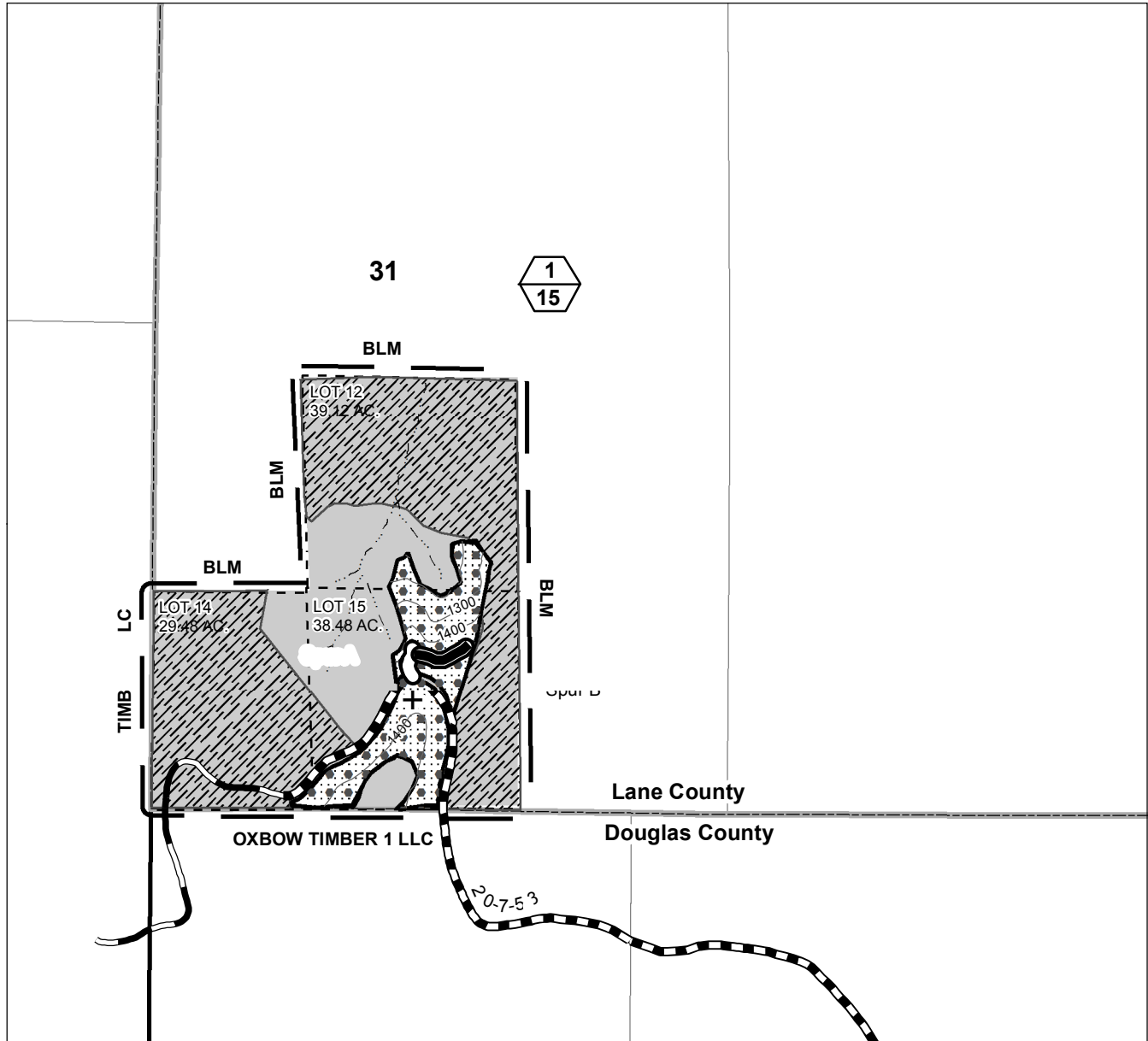
	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
All operations except hauling																								
<u>Special Operating Areas</u> <ul style="list-style-type: none"> April 1 – August 5, both days inclusive: Operations are prohibited. August 6 - September 15, both days inclusive: Operations shall not begin until 2 hours after sunrise and shall cease 2 hours prior to sunset. 																								
Felling, yarding or loading																								
<u>Partial Harvest Areas</u> <ul style="list-style-type: none"> April 15 – June 15, both days inclusive. Sap flow seasonal restriction may be conditionally waived. 																								
Ground-based yarding and equipment trail use																								
<u>Partial Harvest Areas</u> <ul style="list-style-type: none"> Typically October 1 – June 30; may vary due to weather conditions. 																								
Right-of-way logging and clearing																								
<ul style="list-style-type: none"> Except Spurs A,B,G,J, J Ext.; Road Nos. 20-7-5.1, 20-7-5.3, 20-7-5.75, 20-7-7 which are subject to the Special Operating Area seasonal restriction above. 																								
<u>Right-of-Way Areas</u> <ul style="list-style-type: none"> Typically October 1 – May 31; may vary due to weather conditions. 																								
Hauling on natural-surfaced roads																								
<u>Partial Harvest Areas</u> <ul style="list-style-type: none"> Typically October 15 – May 31; may vary due to weather conditions. 																								

NOTE: This chart is for informational purposes only. Refer to Section 42 Special Provisions of the timber sale contract for exact date restrictions and stipulations.



UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Showdown Timber Sale Contract No. ORN03-TS18-326
T. 19 S., R. 7 W., Sec. 31, Northwest Oregon District

Exhibit A
Sheet 1 of 3



- - - Contract Area
- Boundary -- Cutting Area (Blazed, Painted & Posted)
- Partial Harvest Area
- Reserve Area
- + Approximate Location of the Superior Tree (1)
- Special Tailhold Area
- Special Operating Area
- Construction
- Renovation
- Improvement
- Rocked Road
- Clearcut (R/W) Area
- Stream
- County Boundary Line
- Partial Harvest Area (Top)/ Partial Harvest Area Acres (Bottom)

Feet	
0	500 1,000 1,500
Partial Harvest Area	15.00
Clearcut (R/W) Area	1.00
Reserve Area	91.08
Contract Area	107.08 A.
Total Partial Harvest Area	418.00
Total Clearcut (R/W) Area	13.00
Total Reserve Area	710.52
Total Contract Area	1141.52 A.

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources and may be updated without notification.

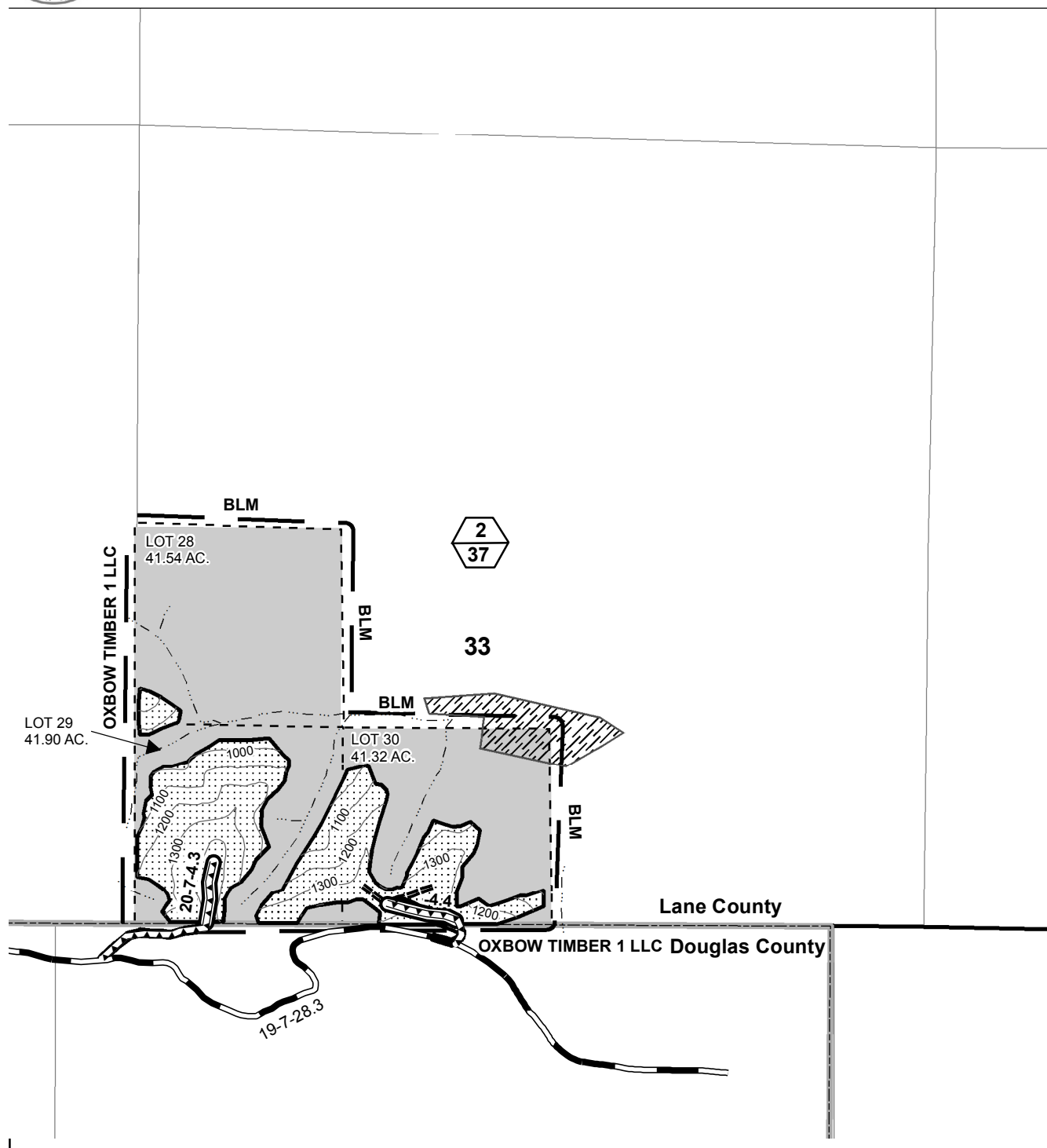
MXD: P:
wo\Siuslaw\Projects\TimberSale\2018\ShowDown\XA_Showdown_31_Draft.mxd
Prepared By: swerneck
Current Date: 04/05/2018 04:23:19 PM



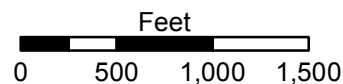
UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Showdown Timber Sale Contract No. ORN03-TS18-326
T. 19 S., R. 7 W., Sec. 33, Northwest Oregon District

Exhibit A

Sheet 2 of 3



- Boundary -- Cutting Area (Blazed, Painted & Posted)
Contract Area
Partial Harvest Area
Reserve Area
Special Tailhold Area
Stream
County Boundary Line
- Improvement
Potential Equipment Trail (2)
Rocked Road
Clearcut (R/W) Area
Partial Harvest Area (Top)/
Partial Harvest Area Acres (Bottom)



Partial Harvest Area	37.00
Clearcut (R/W) Area	1.00
Reserve Area	86.76
Contract Area	124.76 A.

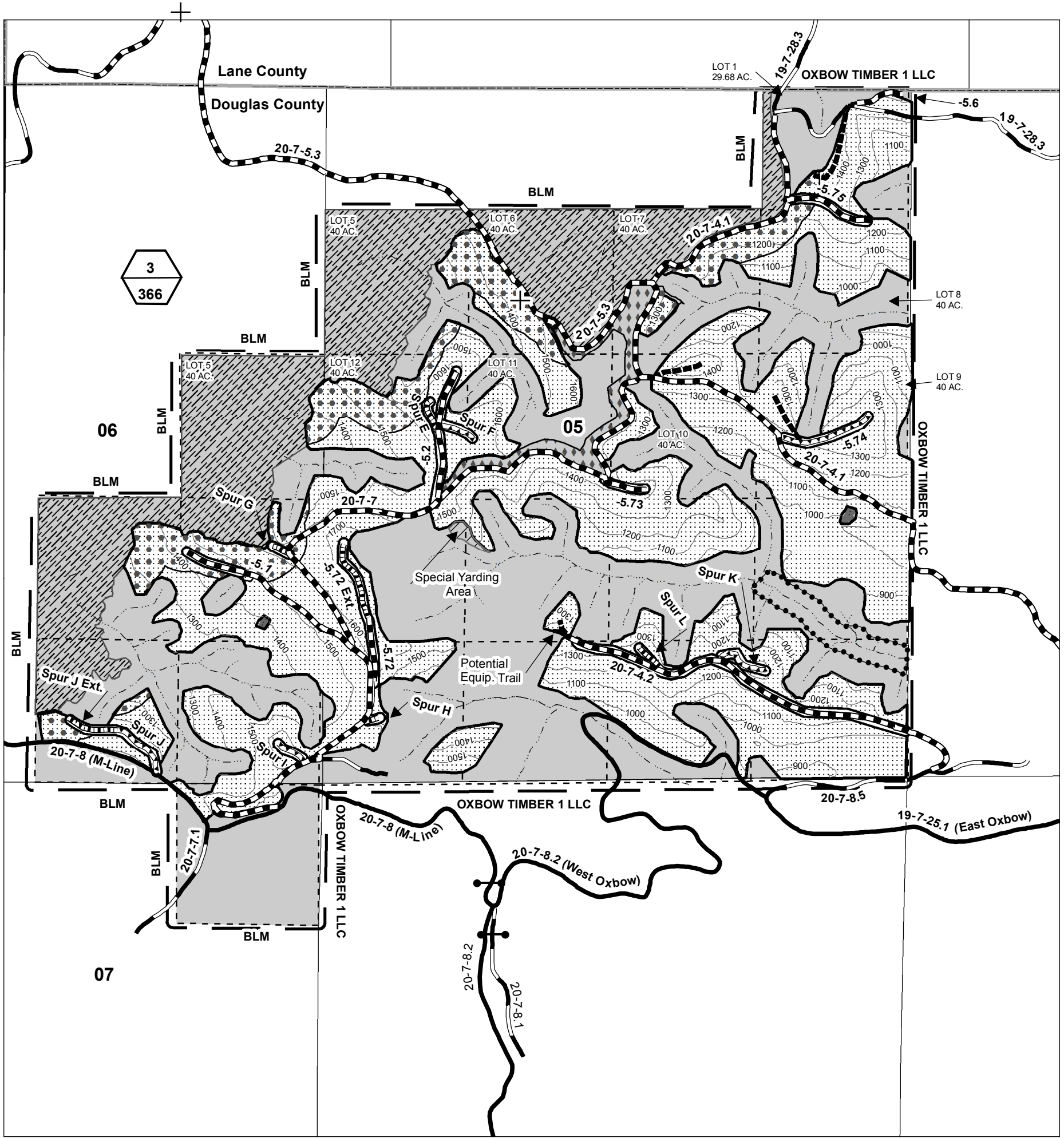
No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources and may be updated without notification.

MXD: P:
wo:\Siuslaw\Projects\TimberSale\2018\ShowDown\XA_Showdown_33_Draft.mxd
Prepared By: swerneck
Current Date: 04/05/2018 04:31:38 PM



UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Showdown Timber Sale Contract No. ORN03-TS18-326
T. 20 S., R. 7 W., Secs. 5, 6, and 7, Northwest Oregon District

Exhibit A
Sheet 3 of 3



- | | | | |
|--|---|--|---|
| | Boundary -- Cutting Area (Blazed, Painted & Posted) | | Approximate Location of the Superior Tree (1) |
| | Contract Area | | Construction |
| | Partial Harvest Area | | Renovation |
| | Reserve Area | | Improvement |
| | Guyline-Tailhold Restriction Area | | Rocked Road |
| | Special Operating Area | | Paved Road |
| | Special Tailhold Area | | Potential Equipment Trail (4) |
| | Special Yarding Area | | Clearcut (R/W) Area |
| | Special Yarding Riparian Area | | Gate |
| | Wetland (2) | | Streams |
| | Partial Harvest Area (Top)/ Partial Harvest Area Acres (Bottom) | | County Boundary Line |

Feet
0 500 1,000 1,500

Partial Harvest Area	366.00
Clearcut (R/W) Area	11.00
Reserve Area	532.68
Contract Area	909.68 A.

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources and may be updated without notification.

MXD: P:\wo\Siuslaw\Projects\TimberSale\2018\ShowDown\XA_Showdown_Sec5,6,7_Draft.mxd
Prepared By: swernecke
Current Date: 04/05/2018 04:35:15 PM

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

EXHIBIT B / PRE-SALE

SCALE SALE PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS

I. Total Actual Purchase Price – In accordance with Sections 2 and 3 of the contract, the Purchaser agrees to pay the Government for the forest products sold under the contract in accordance with the following schedule and measurement requirements. Forest products sold are comprised of *Merchantable Timber, Other Timber, Other Forest Products, Remaining Volume, and Defect Caused by Abnormal Delay* as defined in this Exhibit. 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 Products, Species, Measurement Units, and Prices		
Species	Measurement Units	Price Per Measurement Unit
Merchantable Timber:		
Douglas-fir	6,334 MBF	\$271.60
Western hemlock	65 MBF	\$79.30
Other Wood Products:		
Clean Chips	300 Tons	\$2.00

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

Schedule of Minimum Merchantable Log Specifications			
Species and Products	Length	Diameter (inside bark at small end)	Net Scale
All	16 Feet	6 inches	20 bf

III. Other Timber – If Purchaser elects to remove any logs which do not meet the above minimum merchantable log specifications in Section II of this Exhibit, are not designated as other forest products in Section I of this Exhibit, and have not been reserved to the Government in Section 41 of the contract, such logs shall be scaled for their merchantable content as provided herein, and be paid for in accordance with Sections 2 and 3 of the contract and the prices per measurement unit in Section I of this Exhibit.

If any timber is of a species or size not listed in Section II of this Exhibit (above), or is of a quality different from merchantable timber described herein, the Authorized Officer shall establish volumes and values in accord with BLM prescribed procedures.

IV. Deterioration Caused by Abnormal Delay – Scaling deductions made for rot, checks, or other deterioration resulting from abnormal delay in scaling caused by Purchaser shall be recorded separately and charged to the Purchaser in accordance with Section 3(e) of the contract.

V. Remaining Volume – *Remaining volume* is defined in Section 3(e) of the contract. The remaining volume of any forest products sold under the contract, and any deterioration due to abnormal delay shall be determined as provided in Section 3(e) of the contract. Purchaser shall pay for same in accordance with Section 3 of the contract at the prices per measurement unit shown in Section I of this Exhibit. To maximize utilization, the Purchaser shall buck logs to variable merchantable lengths. If the Purchaser fails to buck logs to variable merchantable lengths, the Contracting Officer may measure unyarded log segments and bill the Purchaser for their value.

The Contracting Officer may determine during operations that the amount of remaining volume found is excessive and/or preventing the attainment of BLM treatment objectives. Upon such determination as directed in writing by the Contracting Officer, the Purchaser shall restring cable yarding lines, re-traverse ground-based yarding areas, and/or re-fly aerial yarding areas; and yard, remove, and present for scaling the material which would otherwise be designated as remaining volume.

VI. Scaling

A. Scaling Service – Log scaling services shall be provided and performed by Government scalers or parties under contract to BLM, as determined by the Contracting Officer. Purchaser shall notify the Authorized Officer three (3) days prior to commencing any hauling, including any hauling shutdowns longer than two (2) days, and at the earliest opportunity when ceasing hauling operations performed under the contract.

A Scaling Authorization must be completed and approved by the Authorized Officer prior to beginning operations. A Yard Scaling Agreement must be completed for each utilization facility that will receive logs from the sale, which must be scaled, and executed by the Purchaser, Scale Site Owner, and Contracting Officer prior to the delivery of any logs to that facility. Government scalers or contract scalers are authorized to collect scale data from all loads.

B. Log Rule and Measurement

All logs shall be scaled according to the Eastside Scribner Log Rules found in the Northwest Log Rules Eastside and Westside Log Scaling Handbook in the Official Rules for Log Scaling and Grading Bureaus developed by the Northwest Log Rules Advisory Group dated July 1, 2003 (reprinted June 1, 2006). The Contracting Officer may elect to utilize sample scaling in lieu of 100 percent scaling of log loads. The sample log scaling procedures, including sample design and number of log sorts, will be determined by the Authorized Officer in accordance with BLM prescribed procedures.

C. Log Presentation – Purchaser shall present logs so that they may be scaled in an economical and safe manner in accordance with the Yard Scaling Agreement(s) required in Section VI A of this Exhibit.

D. Check Scale – Government scalers will conduct check scales as set forth below:

1. Check scale shall include at least 200 logs or at least 50 MBF.
2. Utilize a sample that will accurately represent the species and defect associated with the sale.
3. For complex scaling situations, conduct the appropriate analysis to determine sample size. Increase the number of logs check scaled if sample size analysis deems it necessary.
4. Use the following standards to determine the proficiency of individual Government scalers or scalers under contract to BLM:
 - a. Gross Scale. A variance of one point five percent (1.5%) in gross scale is the standard unless otherwise justified.
 - b. 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 x percent defect to a maximum of 5 percent

5. Determinations as to volume of timber made by a Government check scaler in conformance with the standards as set forth herein shall be final. All loads check scaled by Government scalers will be identified with the check scaler's initials legibly marked or painted in the face of the first log in each load. 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 Government check scales and the original scale during the period covered by the unsatisfactory check scales. Unless otherwise approved in writing by the Contracting 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.

E. Accountability

1. All logs will be painted and branded at the landing and accounted for in accordance with Section 42(g) of the contract. 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 log/load tickets will be marked with the Exhibit A unit number using a permanent marker or indelible stamp 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, or as directed by the Authorized Officer in the case of other forest products. All forest products on each load shall be delivered to the destination listed on the load receipt. The BLM scaler receipt shall be surrendered at the location of BLM scaling, the unloading location, or as requested by BLM.

2. The Purchaser shall not haul forest products 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 am to 8:00 pm daily, unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan.

3. The Purchaser shall furnish BLM a map showing the route which shall be used to haul forest products from the forest product sale area to the scaling location(s). 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 the Authorized Officer and approval by BLM. The haul route map shall be attached to the Scaling Authorization.

4. All log loads will be scaled at scale locations listed on the Scaling Authorization as approved by the Authorized Officer. The Purchaser shall ensure that all scale site owners listed on the Scaling Authorization enter into a Yard Scaling Agreement before requesting BLM approval of the Scaling Authorization. Areas for scaling BLM logs will be designated on the ground and identified on the yard map as required in the Yard Scaling Agreement.

5. Any removal of logs from loaded trucks prior to their arrival at the delivery point 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 the amount due because of trespass.

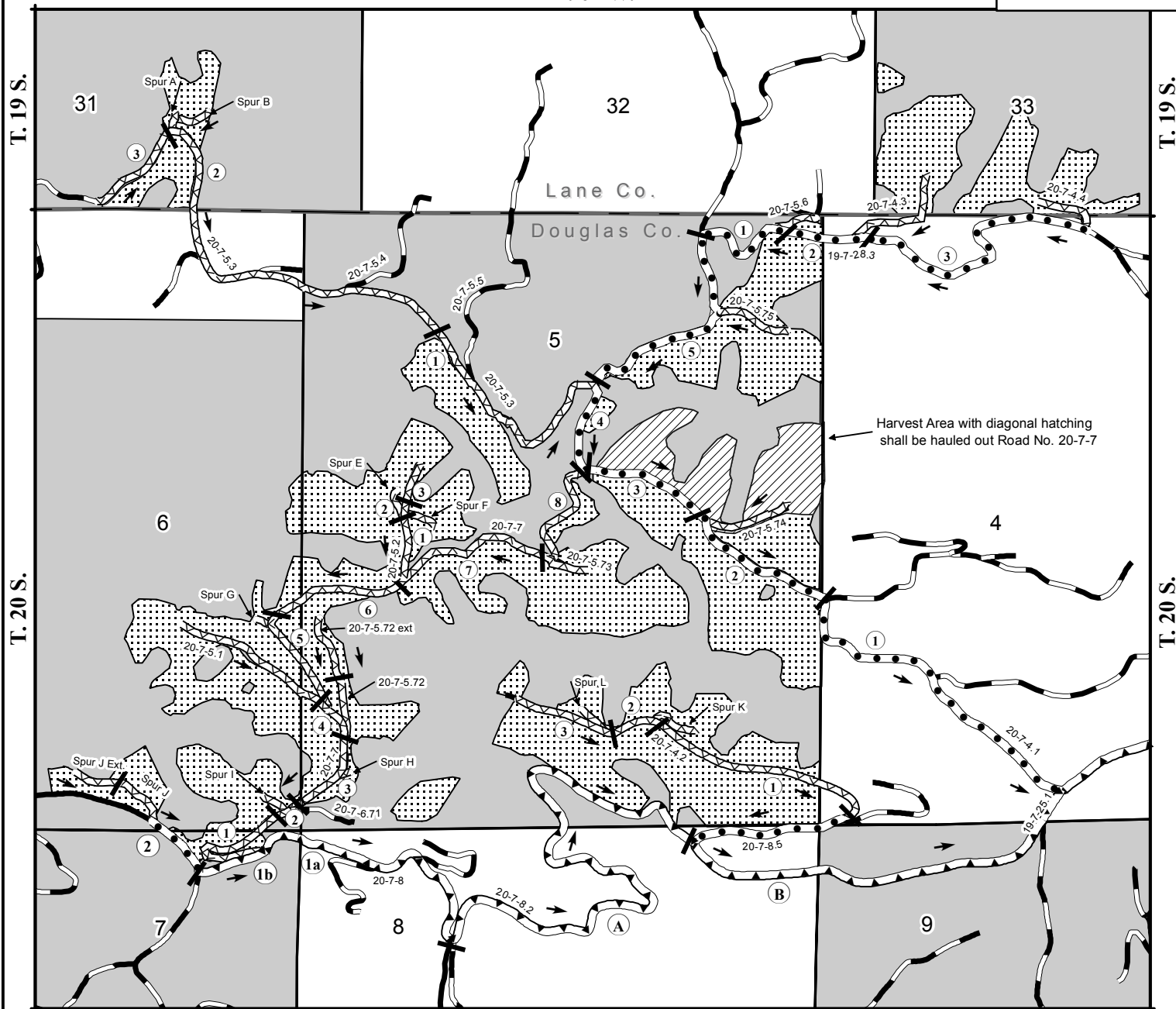
F. Scaling Lost Forest Products – The value of forest product loads represented by missing load tickets shall be equal to the highest value load for the month in which the lost load is hauled regardless of where the highest value load is scaled. If no loads have been scaled in that month, value will be determined from the closest month in which loads were scaled.

VII. Estimated Volumes and Values – The following volume estimates and calculations of value of forest products sold are made solely as an administrative aid for determining payment amounts, when payments are due, the value of forest products 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. Forest Product Volume Removed from Contract Area – The total volume of removed forest products shall be determined using the Government's records of scaled volumes of forest products 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. Forest Products Not Yet Removed from Contract Area – The value of forest products which have 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. The estimated volume and value per acre used for determining payment amounts may be modified by the Authorized Officer based upon scale report data on forest product volume removed from the contract area.

Total Estimated Purchase Price and/or Schedule of Volumes and Values for Forest Products Not Yet Removed from Contract Area					
Cutting Area		Total Estimated Volume (MBF)		Total Estimated Purchase Price	
Cutting Area Number	Exhibit A Acres	Volume per Acre	Total Volume	Value per Acre	Total Value
Unit 1	15	15.6667	235		
Unit 2	37	14.1081	522		
Unit 3	366	14.2541	5,217		
Right-of-way	13	32.6923	425		
Clean Chips	0	N/A	300 Green Tons	N/A	
Sale Total			6,399 MBF		\$



SALE NAME: Showdown
CONTRACT NO.: ORN03-TS18-326

-  BLM MAINTENANCE
-  PERMITEE MAINTENANCE
-  PURCHASER MAINTENANCE
-  SEG./POR. BREAKS
-  SEG./POR. IDENTIFIER
-  TIMBER HAUL ROUTE
-  ROCKED ROAD
-  PAVED ROAD
-  COUNTY BOUNDARY
-  PARTIAL HARVEST AREA
-  PARTIAL HARVEST AREA W/ ALTERNATE HAUL
-  BLM LAND

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

Road Maintenance Map

T. 19 S., R. 7 W., Sections 31, 33
T. 20 S., R. 7 W., Sections 4, 5, 6, 7, 8, 9

Willamette Meridian
Douglas & Lane Counties, Oregon

Designed By:	Jessica LeRoy
Drawn By:	Christina Cate
Date:	July 17, 2018

Sheet 5 of 5

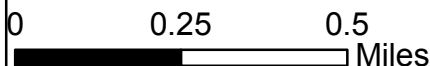


EXHIBIT S
Designation by Prescription
Scale Timber Sale Requirements

I. Training

- A. Prior to felling trees within the Partial Harvest Areas shown on Exhibit A, the Purchaser shall require all timber cutters who will fall trees within the Partial Harvest Areas to meet on site with the Authorized Officer.
- B. In the required logging plan, the Purchaser shall provide a list of fallers who will be conducting the cutting operations.
- C. Prior to any harvesting operations in Partial Harvest Areas shown on Exhibit A, the Authorized Officer will designate test mark areas. Any mechanical harvester operator and/or fallers designated to conduct falling operations within Partial Harvest Areas will be required to mark (with paint or flagging) a two acre test mark area to demonstrate their ability to meet the Selection Criteria stated below. The test mark area marking must be approved by the Authorized Officer prior to any falling in the Partial Harvest Areas.
- D. The Purchaser shall notify the Authorized Officer at least 48 hours in advance of replacement or addition of a timber faller.
- E. Approved Cutting Areas – With the exception of Clearcut (Right-of-Way) Areas shown on Exhibit A, no yarding of cut timber will be allowed until the cutting operations have been approved in writing by the Authorized Officer.

II. Cutting Operations

- A. Purchaser Pre-Marking. In the event the Purchaser elects to mark (paint), at the Purchaser's expense, the cutting areas prior to falling, the Authorized Officer shall approve such marking prior to falling. All marked trees shall become Timber Reserved from Cutting under Section 41 of the contract.
- B. Approved Cutting Areas. With the exception of the Clearcut (Right-of-Way) Areas shown on Exhibit A, no yarding of felled timber shall be allowed until the cutting operations have been approved in writing by the Authorized Officer.
- C. Cutting operations shall proceed no more than ten (10) acres ahead of the total acreage that has been approved by the Authorized Officer.

III. Selection Criteria

The Selection Criteria shown below shall be used by the Purchaser in determining which conifers greater than seven (7) inches diameter at breast height (DBH defined as four and one-half feet (4.5 feet), above the root collar on the uphill side of the tree) are designated for retention and which are designated for falling:

A. In all Partial Harvest Areas Purchaser Shall:

1. Retain all trees described in Section 41 of the contract, Timber Reserved from Removal and/or Cutting.
2. Retain all trees, 32" or greater DBH, which do not present a safety hazard as determined by the Authorized Officer. If felled they shall remain on site.
3. Disregard existing orange paint on trees, with the exception of two (2) trees marked with a band of orange paint and/or a yellow metal seed tree tag in the Approximate Location of the Superior Tree shown on Sheets 1 and 3 of Exhibit A.

B. Retain the following density measurement requirements expressed as trees per acre, of live conifers larger than seven (7) inches DBH in the Partial Harvest Area listed below.

Exhibit A Unit	Prescription	Acres	Target Trees per Acre	Comments
PH 1	1	15	62	Thin throughout diameter classes on a 27' X 27' spacing

1. Select second growth, live conifers from all merchantable diameter classes. Disregard form, species, and vigor.
2. Retain live conifers, greater than seven (7) inches DBH, at an average spacing of 27 feet between trees.

C. Retain the following density measurement requirements expressed as basal area measured in square feet/acre, of live conifers larger than seven (7) inches DBH on each Partial Harvest Area listed below.

Exhibit A Unit	Prescription	Acres	Target Basal Area/AC	Comments
PH 2	2	37	110	Thin from below
PH 3	2	366	110	Thin from below

1. Select dominant and co-dominant, healthy trees with the largest crowns for retention in order of species preference: western redcedar, Douglas-fir, and western hemlock.
2. In selecting between two possible trees that are of the same species and comparable health and form, retain the largest diameter tree.

IV. Compliance Inspection

Compliance inspection will consist of visual observation of on-going falling operations and collecting plot data after the trees have been felled as specified below:

- A. Visual observation compliance will consist of subjective monitoring by the Authorized Officer for compliance with the Selection Criteria. Compliance will be considered satisfactory if ninety (90) percent of the observed retained trees are determined by the Authorized Officer to meet the Selection Criteria.
- B. The Authorized Officer shall inspect felling operations by random plot selections through felled areas. At each plot, the following will be inspected to determine if the approval level is being met:

In All Prescription Units

- 1. Retention of all trees described in Section 41 of the contract.
- 2. Number of trees severely damaged, as determined by the Authorized Officer, by Purchaser at each plot.
- 3. Prescription 1
 - a. Spacing of residual trees to determine if target trees per acre were retained.
 - b. The approval level for the residual trees per acre target for Prescription 1 shall be considered met if the average trees per acre of all plots measured during any one inspection is within ten (10) percent of the residual trees per area target. If this requirement falls below the approval level, a written warning will immediately be issued to the Purchaser.

Prescription 2

- a. Diameter and species of both cut trees (stumps) and residual trees to determine initial and residual basal area per acre.
- b. The selection of residual trees.
- c. The approval level for the residual basal area target for Prescription 2 shall be considered met if the average residual basal area of all plots measured during any one inspection is within ten (10) percent of the residual basal area target. If this requirement falls below the approval level, a written warning will immediately be issued to the Purchaser.

V. Non-Compliance

If the Purchaser does not comply with the Selection Criteria to the satisfaction of the Authorized Officer applying the Compliance Inspection Criteria in Section IV., and after a written warning has been issued, the Contracting Officer may suspend felling operations until corrective measures have been taken by the Purchaser. It will be the responsibility of the Purchaser to pay any costs incurred in the implementation of the corrective measures required by the Authorized Officer. Corrective measures, as specified in writing by the Authorized Officer, may include but are not limited to:

- A. First Warning. Approval of original or additional mechanical harvester operators and/or fallers by the Authorized Officer based on operator's satisfactory completion of marking a five (5) acre test mark area.

B. Second Warning.

1. Approval of original or additional mechanical harvester operators and/or fallers by the Authorized Officer based on operator's or fallers satisfactory completion of marking a twenty-five (25) acre test mark area; or
2. Replacement of mechanical harvester operator and/or fallers by Purchaser.

C. Third Warning. The Purchaser will mark all reserve trees in the Partial Harvest Areas shown on Exhibit A for approval by the Authorized Officer prior to falling.

VI. Reserved Timber

The provisions of Section 41 of the contract are repeated below for convenience of reference:

Section 41 – Timber Reserved From Removal and/or Cutting

- (a) All timber on the Reserve Area shown on Exhibit A and all blazed, yellow and/or pink painted and posted trees which are on or mark the boundaries of the Reserve Area or the Clearcut (Right-of-Way) Area shown on Exhibit A.
- (b) Trees selected for retention following the guidelines set forth in Exhibit S, which is attached hereto and made a part hereof. Exhibit S contains 5 sheets.
- (c) All trees 32.0" or larger in diameter at breast height within the Partial Harvest Areas shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer. Trees 32.0" or larger which are cut shall be retained on site where felled.
- (d) All snags, hardwoods, or Pacific yew trees in the Partial Harvest Areas shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer. Snags, hardwoods, or Pacific yew trees felled shall be retained on site.
- (e) Two trees marked with a band of orange paint and/or a yellow metal seed tree tag in the Approximate Location of the Superior Tree shown on Exhibit A. These trees are selected genetically superior trees and are specially valued as a component of the tree improvement program. Any damage to such reserve trees caused by Purchaser shall be charged for on the basis of the resulting total loss to the Government including any loss in value as a superior seed source.
- (f) All existing decay class 3, 4 and 5 logs in the Partial Harvest Areas shown on Exhibit A. Decay classes are illustrated on Exhibit I, which is attached hereto and made a part hereof.

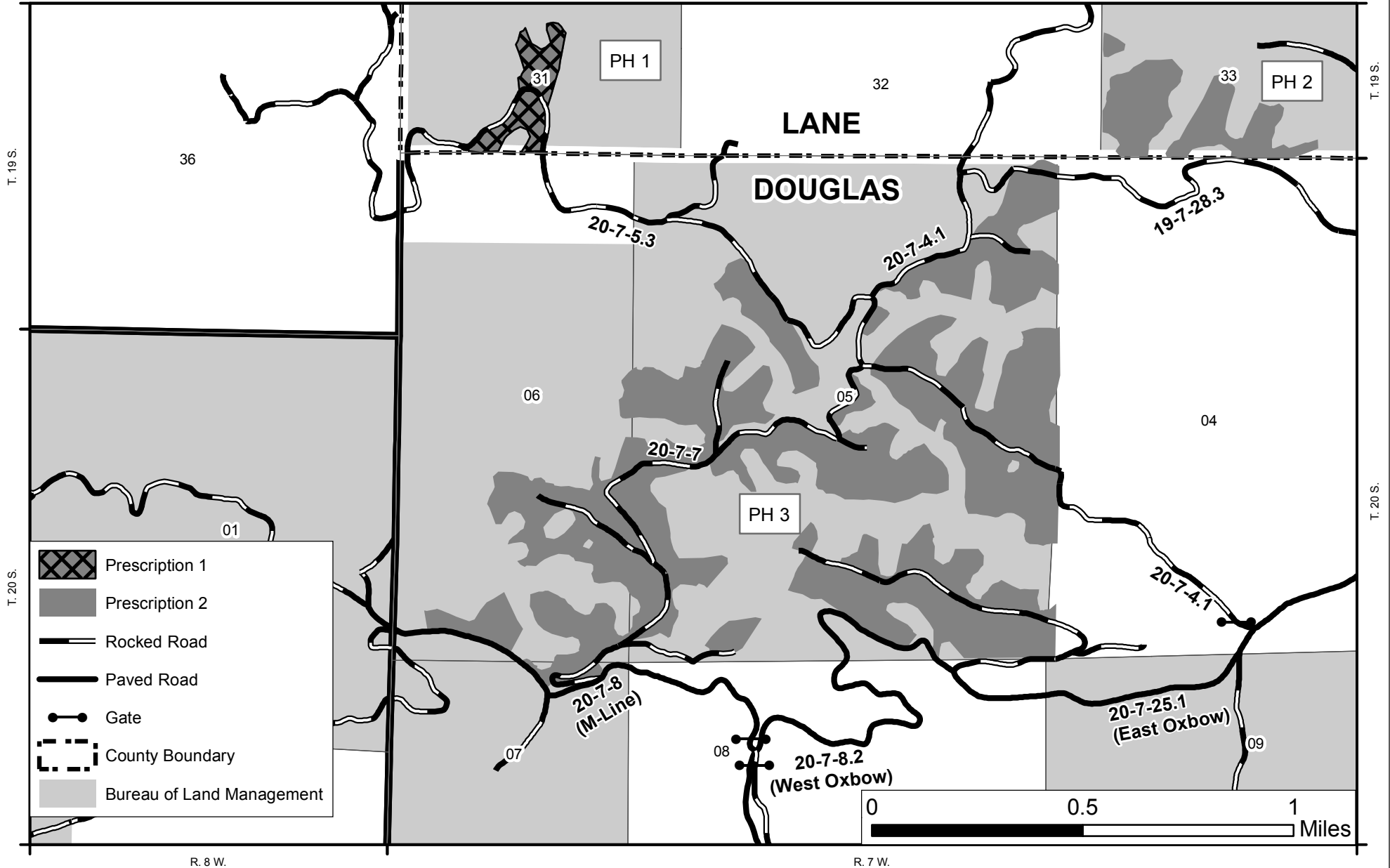


Exhibit S - Designation by Prescription Showdown

T. 19 S., R. 7 W., Secs. 31 and 33
T. 20 S., R. 7 W., Secs. 5, 6, and 7

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources and may be updated without notification.

MXD: P:
wo\Siuslaw\Projects\TimberSale\2018\ShowDown\XS_Map_Draft.mxd
Prepared By: Swemecke@blm.gov
Creation Date: 3/14/2018 4:25:32 PM



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.

Contract No. ORN0

Parcel No.

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 NORTHWEST OREGON DISTRICT SPRINGFIELD INTERAGENCY OFFICE AT 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON.

SALE DATE:

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)

(Name of Corporation)

(Signature)

(Signature)

(Address)

(Title)

(Signature)

UNITED STATES OF AMERICA

(Address)

By _____
(Signature)

(Signature)

(Title)

(Address)

(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 Removal and/or Cutting

- (a) All timber on the Reserve Area shown on Exhibit A and all blazed, yellow and/or pink painted and posted trees which are on or mark the boundaries of the Reserve Area or the Clearcut (Right-of-Way) Areas shown on Exhibit A.
- (b) Trees selected for retention following the guidelines set forth in Exhibit S, which is attached hereto and made a part hereof. Exhibit S contains 5 sheets.
- (c) All trees 32" or greater in diameter at breast height (DBH) within the Partial Harvest Areas shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer. Trees 32" DBH or greater which are cut shall be retained on site where felled.
- (d) All snags, hardwoods, or Pacific yew trees in the Partial Harvest Areas shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer. Snags, hardwoods, or Pacific yew trees felled shall be retained on site.
- (e) Two trees marked with a band of orange paint and/or a yellow metal seed tree tag in the Approximate Location of the Superior Tree shown on Sheets 1 and 3 of Exhibit A. These trees are selected genetically superior trees and are specially valued as a component of the tree improvement program. Any damage to such reserve trees caused by Purchaser shall be charged for on the basis of the resulting total loss to the Government including any loss in value as a superior seed source.
- (f) All existing decay class 3, 4, and 5 logs in the Partial Harvest Areas shown on Exhibit A. Decay classes are illustrated on Exhibit I, which is attached hereto and made a part hereof.

SEC. 42 - Special Provisions

- (a) The Purchaser agrees not to sell and/or exchange more than 30 percent of the timber or log volume from this preferential sale to concerns that do not meet the Small Business Administration small business size standard (13 CFR 121).

The Purchaser understands that in addition to other penalties, which may be imposed for violating the foregoing, the purchaser may be declared ineligible to participate in future Federal timber sales that are set-aside for preferential bidding by small business qualified concerns for two semi-annual triggered periods succeeding the violation.

The Purchaser shall provide a current, interim Log Scale and Disposition of Timber Removed Report (Form 5460-15) upon request by the Authorized Officer at any time during the contract period for cutting and removal specified in Section 4 of this contract as amended.

(b) 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) Prior to felling trees within the Partial Harvest Areas shown on Exhibit A, the Purchaser shall require all timber cutters who will fall trees within the Partial Harvest Areas to meet on site with the Authorized Officer to review Exhibit S.
- (4) In Partial Harvest Areas 1 and 2 shown on Exhibit A, all trees designated for cutting shall be felled and cut into log lengths not to exceed 40 feet before being yarded.

- (5) In Partial Harvest Areas 1 and 2 shown on Exhibit A, non-merchantable tree tops and limbs shall be retained on site where the source tree is felled.
- (6) In Partial Harvest Area 3 shown on Exhibit A, limbs and tops shall remain attached to the tree and be yarded to the landing.
- (7) No felling, yarding, or loading shall be permitted in or through the Reserve Area shown on Exhibit A, except where allowed in Section 42(b)(8) and through the Special Yarding Area shown on Sheet 3 of Exhibit A, unless otherwise approved by the Authorized Officer.
- (8) In the Reserve Area shown on Exhibit A, logs may be yarded over streams. Yarding shall be done in accordance with Section 42(b)(18). Trees felled in the Reserve Area for these cable corridors shall be felled toward the stream and retained on site unless otherwise directed by the Authorized Officer.
- (9) Trees designated for cutting shall be directionally felled away from Reserve Area, coarse woody debris, and snags, except when necessary for safety or operational reasons. Where necessary for safety or operational reasons, coarse woody debris logs may be bucked into shorter lengths and/or moved within the unit.
- (10) No felling or yarding shall be conducted in the Partial Harvest Areas shown on Exhibit A from April 15 to June 15 of each year, both days inclusive, for sap flow. Purchaser shall request waivers of this restriction in writing at least 10 days in advance of proposed operations.
- (11) With the exception of hauling, daily operations within the Special Operating Area shall not be permitted from April 1 through August 5 of each year, both days inclusive; and shall not begin until 2 hours after sunrise and shall cease 2 hours prior to sunset from August 6 through September 15 of each year, both days inclusive. These restrictions shall not be waived.
- (12) No yarding or hauling shall be conducted on natural surfaced roads or equipment trails during periods of wet weather, as determined by the Authorized Officer.
- (13) Prior to attaching any logging equipment to a reserve tree the Purchaser shall obtain written approval from the Authorized Officer and shall take precautions to protect the tree from damage as directed in writing by the Authorized Officer.
- (14) In the Guyline-Tailhold Restriction Area shown on Sheet 3 of Exhibit A, trees may not be felled except for safety reasons as approved by the Authorized Officer. Trees shall not be used for guylines or tailholds.
- (15) Road No. 20-7-8.2 (West Oxbow) shown on Sheet 3 of Exhibit A shall not be blocked for more than 20 minutes at a time during operations. At the close of business each day, this road shall be cleared.
- (16) Surfacing on paved Road Nos. 20-7-8 (M-Line) and 20-7-8.2 (West Oxbow) shall be protected during timber sale operations. Damages associated with timber sale operations shall be repaired at the Purchaser's expense and in accordance with Exhibit D.
- (17) The Purchaser shall provide flaggers and signs to control traffic whenever operations present a hazard to traffic on roads.
- (18) In the Partial Harvest Areas shown on Exhibit A, except where ground-based yarding as allowed in Section 42(b)(20), yarding *shall* be done with a skyline system capable of yarding 1,600 feet slope distance from the landings and laterally yarding at least 75 feet from the skyline roads. The carriage shall be capable of being held in position on the skyline during lateral yarding. Skyline roads shall be spaced a minimum of 150 feet apart at one end, unless otherwise approved by the Authorized Officer. During yarding, the lead end of the log shall be suspended clear of the ground. Full suspension shall be required when yarding over streams. Full suspension over the tree canopy shall be required when yarding across the Special Yarding Riparian Area, shown on sheet 3 of Exhibit A. Intermediate supports and/or lift trees may be needed. Downhill cable yarding may be required. Before clearing any skyline road necessary for yarding in the Partial Harvest Areas, the Purchaser shall:

- (aa) Mark the location of the skyline road on the ground with fluorescent pink flagging. Such skyline roads shall be limited to the minimum width necessary for yarding of logs with minimum damage to reserve trees but, in any case, the width of each skyline road shall not exceed 12 feet, measured between trunks of reserve trees, unless otherwise approved in writing by the Authorized Officer.
 - (bb) Obtain written approval from the Authorized Officer of the location of all proposed skyline roads.
 - (cc) Locate cable corridors over streams and above stream channel initiation points (headwalls), so that they are within 45 degrees of perpendicular to the stream, where possible.
 - (dd) Identify on the ground all trees in the Special Tailhold Area shown on Exhibit A that would be impacted by skyline roads or guylines, and obtain approval by the Authorized Officer prior to cutting the adjacent harvest area.
- (19) In Partial Harvest Areas No. 2 and 3 shown on Exhibit A, approximately 13 acres is expected to be cable logged to equipment trails and then skidded or yarded to loading areas. Equipment may operate on designated equipment trails during periods of low soil moisture. Potential locations of six (6) equipment trails are shown on Exhibit A; however, the Purchaser may request permission to construct equipment trails in other locations. Before felling and yarding any timber in the area to be logged to an equipment trail, the Purchaser shall locate and construct designated equipment trails as follows:
- (aa) Mark the location of designated equipment trails on the ground with fluorescent pink flagging in consultation with the Authorized Officer.
 - (bb) Use existing skid trails where possible.
 - (cc) Obtain written approval from the Authorized Officer of the location of all designated equipment trails.
 - (dd) Limit the width of each equipment trail to a maximum of 15 feet, where possible.
 - (ee) Limit excavation on designated equipment trails to a maximum length of 1,000 feet at any one location with the prior approval of the Authorized Officer.
 - (ff) Obtain written approval of completed construction from the Authorized Officer prior to commencing logging operations.
- (20) In the Partial Harvest Areas shown on Exhibit A, where slopes are less than 35%, yarding may be done by equipment operated entirely on designated skid trails during periods of low soil moisture. Trees shall be felled to the lead of the skid trails where possible. Before felling and yarding any timber in the area to be logged by ground-based equipment, the Purchaser shall locate and construct designated skid trails as follows:
- (aa) Mark the location of designated skid trails on the ground with fluorescent pink flagging in consultation with the Authorized Officer.
 - (bb) Space designated skid trails at a minimum of 150 feet apart unless otherwise agreed to in writing by the Authorized Officer.
 - (cc) Use existing skid trails where possible.
 - (dd) Obtain written approval from the Authorized Officer of the location of all designated skid trails.
 - (ee) Limit the width of each skid trail to a maximum of 12 feet.
 - (ff) Limit excavation on designated skid trails to a maximum cut of 1 foot and maximum length of 1,000 feet at any one location with prior approval of the Authorized Officer.
 - (gg) Obtain written approval of completed construction from the Authorized Officer prior to commencing logging operations.
 - (hh) Within 210 feet of streams, locate skid trails at least 75 feet from the posted boundary.

- (21) Before cutting and removing any trees necessary to facilitate logging in the Partial Harvest Areas shown on Exhibit A, the Purchaser shall identify the location of the skid trails in accordance with Section 42(b)(20), cable yarding roads in accordance with Section 42(b)(18), equipment trails in accordance with Section 42(b)(19), and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the logging plan as required in Section 42(b)(2). Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding the following conditions must be met:
- (aa) All skid trails, equipment trails and/or cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees; however, unless otherwise approved in writing by the Authorized Officer, the width of each skid trail and/or cable yarding road shall be limited to 12 feet. The width of each equipment trail shall be limited to 15 feet.
 - (bb) With the exception of the Special Tailhold Area and Special Yarding Area shown on Exhibit A, the Purchaser may immediately cut and remove additional timber to clear skid trails, equipment trails, and cable yarding roads; provide tailhold, tieback, guyline, lift and intermediate support trees; and clear danger trees when the trees have been marked with blue paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Section 3(a) of the contract or sufficient bonding has been provided in accordance with Section 3(e) of the contract.
 - (cc) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless the value of the timber must be reappraised subject to the terms for contract extension set forth in Section 9 of the contract.
 - (dd) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.
 - (ee) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Section 8 or Section 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.
- (22) In accordance with the requirements of Section 8 of the contract it has been determined that it is in the best interest of the Government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in the Partial Harvest Areas, which is obstructing needed cable yarding roads; hazardous to workers; needed for guyline, tailhold, and/or tieback trees; or severely damaged from the normal conduct of felling or yarding operations to meet all applicable State safety laws, codes or regulations. This timber must be cut or removed so that the Purchaser can continue active falling and yarding operations. The Purchaser is, therefore, authorized to cut and remove such additional timber in accordance with the provisions of Section 8 of the contract: provided, however, that:

- (aa) Trees reserved under Section 41 of the contract for wildlife habitat objectives, Superior Trees, and trees in the Special Tailhold Area shown on Exhibit A are not included in the authorization.
- (bb) The Purchaser shall identify each tree sold and cut in accordance with the provision by marking the cut surface of the stump immediately after falling with a large "X". The "X" shall be cut with a chain saw. The stump shall be marked with plastic flagging so that the stump can be visually located from a distance of not less than 100 feet.
- (cc) The volume and price for such timber shall be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and paid for by the Purchaser in accordance with Section 3(a) or 3(e) of the contract as required by Section 8 of the contract.
- (dd) No timber may be cut or removed under the terms of this provision if all contract payments required by Section 3(a) or 3(e) of the contract have been made.
- (ee) The permission to fell and yard additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:
 - (1) Failed to properly mark any stump with the "X" cut.
 - (2) Failed to identify the location of any stump.
 - (3) Cut any tree that was reserved for wildlife habitat, including those trees in the Special Tailhold shown on Exhibit A.
 - (4) Cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
 - (5) Cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.
 - (6) Cut more than the minimum number of trees necessary to properly serve as tie-backs for topped tailhold trees.
 - (7) Failed to maintain accurate and current (no more than 24 hours old) documentation of cut and removed timber.

If the permission to cut and remove additional timber provision is withdrawn, the Authorized Officer shall deliver to the Purchaser a written notice that additional sale of timber under this special provision is no longer approved.

If the permission to cut and remove additional timber provision is withdrawn, the Purchaser shall inform the Authorized Officer at least two (2) working days prior to the need for cutting and yarding any guyline tree, tailhold tree, tie-back tree, danger tree, corridor tree, pulled over tree, and severely damaged tree. All sales of additional timber shall comply with Section 8 of the contract.

The Contracting Officer may order the Purchaser, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the Government to safely measure and mark additional timber.

All cable yarding and/or ground based equipment skid roads upon which timber may be cut and removed in accordance with this special provision must be needed for the removal of timber sold under this contract and shall be limited to the narrowest width necessary for the yarding of logs with minimum damage to reserved trees. The Purchaser shall be liable for damages in accordance with Section 13 of the contract for any reserved timber cut or removed in violation of the terms of this special provision.

- (23) Purchaser's operations shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties on Contract Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees, contractors and subcontractors.

In the event that the Authorized Officer identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract may be modified. If the cost of such contract modification is of a substantial nature (\$2,000.00 or more), the Purchaser may request, in writing, an adjustment in the total contract purchase price specified in Section 2 of the timber sale contract, as amended, to compensate for the changed conditions.

Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA and Transportation standards no later than the pre-work meeting and prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed. Flagmen and devices shall be as specified in state OSHA and Transportation standards for logging roads or the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) published by the U.S. Department of Transportation - Federal Highway Administration. Included in the Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit "A" Map.

(c) Road Construction, Renovation, Improvement, Use, and Maintenance

- (1) The Purchaser shall construct Spurs B, E, G, H, J Ext, and L, and Road No. 20-7-5.72 Ext.; renovate Road Nos. 20-7-4.1, 20-7-4.2, 20-7-5.1, 20-7-5.2, 20-7-5.3, 20-7-5.6, 20-7-5.72, 20-7-5.73, 20-7-5.75, and 20-7-7; and improve Spurs A, F, I, J, and K, and Road Nos. 20-7-4.3, 20-7-4.4, and 20-7-5.74 in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Exhibit C contains 36 sheets.
- (2) Prior to removal of any timber, except right-of-way timber, the required construction, improvement and/or renovation of the haul route for that timber shall be completed as specified in Exhibit C.
- (3) The Purchaser shall rock Spurs A, B, E, F, G, H, I, J, J Ext., K, and L, and Road Nos. 20-7-4.2, 20-7-4.4, 20-7-5.1, 20-7-5.2, 20-7-5.3, 20-7-5.73, 20-7-5.74, 20-7-5.75, and 20-7-7 for wet weather haul. Rocking shall be in accordance with Exhibit C. If the Purchaser exercises the option to not rock any of these roads, the purchase price will be increased by the cost of surfacing as appraised at the time of sale.
- (4) The Purchaser shall have the option to rock Road Nos. 20-7-4.3, 20-7-5.6, 20-7-5.72 and 20-7-5.72 Ext. for wet weather haul, at the Purchaser's expense. Rocking shall be done in accordance with Exhibit C.
- (5) BLM Maintenance: The Purchaser is authorized to use the roads listed below and shown on Exhibit D, which are under the jurisdiction of the Bureau of Land Management, 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 obligation described in Section 42(c)(8). The Purchaser shall pay current Bureau of Land Management maintenance fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length Miles Used	Road Owner	Road Surface Type
19-7-25.1 (East Oxbow)	5.30	BLM	Paved
20-7-8 (M-Line) por.1	0.69	BLM	Paved
20-7-8.2 (West Oxbow)	1.34	BLM	Paved

- (6) Purchaser Maintenance: The Purchaser is authorized to use the roads listed below and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management and/or Oxbow Timber 1, LLC (OT1), 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 comply with the conditions set forth in Section 42(c)(7), and Section 42(c)(10), and pay the required rockwear obligation described in Section 42(c)(9). The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length Miles Used	Road Owner	Road Surface Type
Spur A	0.03	BLM	Rock
Spur B	0.07	BLM	Rock
Spur E	0.04	BLM	Rock
Spur F	0.06	BLM	Rock
Spur G	0.05	BLM	Rock
Spur H	0.03	BLM	Rock
Spur I	0.05	BLM	Rock
Spur J	0.11	BLM	Rock
Spur J Ext.	0.09	BLM	Rock
Spur K	0.09	BLM	Rock
Spur L	0.06	BLM	Rock
20-7-4.2	0.75	BLM	Rock
20-7-4.3	0.23	OT1	Natural
20-7-4.4	0.13	BLM	Rock
20-7-5.1	0.34	BLM	Rock
20-7-5.2	0.15	BLM	Rock
20-7-5.3	1.46	OT1	Rock
20-7-5.6	0.09	OT1	Natural
20-7-5.72	0.13	BLM	Natural
20-7-5.72 Ext.	0.15	BLM	Natural
20-7-5.73	0.09	BLM	Rock
20-7-5.74	0.18	BLM	Natural
20-7-5.75	0.16	BLM	Rock
20-7-7	1.63	BLM	Rock

OT1=Oxbow Timber 1, LLC

- (7) Except for the road maintenance in accordance with Section 42(c)(5) and 41(c)(10), the Purchaser shall perform any required road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications", of this contract, which is attached hereto and made a part hereof.
- (8) The Purchaser shall pay the Government a road maintenance obligation in the amount of Thirty-four Thousand Three Hundred Seventy-six and 73/100 dollars (\$34,376.73) for the transportation of timber included in the contract price over the roads listed in Section 42(c)(5).

The above road maintenance amount is for use of 7.33 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.

- (9) The Purchaser shall pay to the Government a road maintenance obligation for rockwear in the amount of Two Thousand Seven Hundred Eighty-six and 19/100 dollars (\$2,786.19) for the transportation of timber included in the contract price over the roads listed in Section 42(c)(6).

The rockwear fee shown above shall be paid prior to removal of any timber from the contract area; provided however, that if the total of such amount exceeds One Thousand and 00/100 dollars (\$1,000.00) the Purchaser may elect to make the payments in installments in the same manner as and together with payments required in Section 3 of this contract.

- (10) In the improvement of Road No. 20-7-4.3 and the use, improvement and/or renovation of Road Nos. 19-7-28.3, 20-7-4.1, 20-7-5.3, 20-7-5.6, 20-7-8 por. 2, and 20-7-8.5 the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. E-142 between the United States of America and Oxbow Timber 1, LLC. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed License Agreement. Default by the Purchaser of said Right-of-Way and Road Use Agreement, or any License Agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. Said agreement is available for inspection at the Bureau of Land Management, Northwest Oregon District, Springfield Interagency Office, 3106 Pierce Parkway, Suite E, Springfield, Oregon. Such conditions include but are not limited to the following actions by the Purchaser:
- (aa) Obtain a license agreement from Oxbow Timber 1, LLC. The license agreement, bond, and insurance certificate shall be delivered to Oxbow Timber 1, LLC at least 15 days prior to use of company roads.
 - (bb) Furnish a performance bond in the amount of Ten Thousand and 00/100 dollars (\$10,000.00).
 - (cc) Maintain comprehensive liability insurance covering all operations, including vehicles, in amounts not less than One Million and 00/100 dollars (\$1,000,000.00) bodily injury for injury to any one person, One Million and 00/100 dollars (\$1,000,000.00) for any one occurrence and One Million and 00/100 dollars (\$1,000,000.00) property damage for any one occurrence.
 - (dd) Pay a lump sum road maintenance and rockwear fee of Eight Thousand Five Hundred Forty-nine and 42/100 dollars (\$8549.42) prior to log hauling. All road maintenance and/or rockwear fees due as a result of modification shall be due at the time of modification at a rate per MBF equal to the appropriate BLM fee current at the time of hauling.
 - (ee) Maintain Road Nos. 20-7-4.3, 20-7-5.3, and 20-7-5.6 in accordance with Sec. 42(c)(6).
 - (ff) In the improvement of Road Nos. 20-7-4.3 and 20-7-4.4 it is estimated that approximately 23 MBF (16 foot log Scribner volume) will be removed. The Purchaser shall cut and deck the right-of-way timber in accordance with the specifications of Oxbow Timber 1, LLC., the owner of the right-of-way timber.
- (11) The Purchaser also agrees that if he elects to use any private road, other than those provided for in this contract, which is the subject of a right-of-way agreement with the Government, for the removal of Government timber sold under the terms of this contract, he shall request and agree to the modification of this contract to provide for such use.
- (12) With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users on roads included in Section 42(c)(6) of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. Prior to hauling, the Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreement(s) entered into with other users on these roads.
- (d) Environmental Protection
- (1) Upon each season's shutdown, and prior to the onset of wet weather, the Purchaser shall block skid trails and natural surfaced roads as directed by the Authorized Officer, and shall place them in an erosion-resistant condition by constructing drainage dips, waterbars, and/or lead-off ditches. The waterbars and drainage dips shall be constructed in accordance with the specifications shown on Exhibit H, which is attached hereto and made a part hereof. Exhibit H contains 2 sheets. Blocking shall be completed as directed by the Authorized Officer.
 - (2) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall, upon completion of hauling, complete the following decommissioning measures according to the road schedule below. All decommissioning shall be completed during the dry season and as directed by the Authorized Officer.

- (aa) Decompact skid trails, equipment trails and natural surfaced roads and landings with decompaction equipment, such as a track-mounted excavator.
- (bb) Construct drainage dips, waterbars and/or lead-off ditches as directed by the Authorized Officer. Waterbars and drainage dips shall be constructed in accordance with the specifications shown on Exhibit H.
- (cc) Place logging slash greater than 6 inches in diameter, where available, on surfaces in a discontinuous pattern, as directed by the Authorized Officer.
- (dd) Purchaser shall block roads using rootwads, slash, and/or cull logs, as directed by the Authorized Officer.

Road Number	Road Rocking	If not rocked				If rocked		
		(aa)	(bb)	(cc)	(dd)	(bb)	(cc)	(dd)
		Decompact	Drainage	Logging Slash	Block	Drainage	Logging Slash	Block
Skid Trails	N/A	X	X	X	X	N/A	N/A	N/A
Equipment Trails	N/A	X	X	X	X	N/A	N/A	N/A
Spur A	Required					X		
Spur B	Required		X		X	X		
Spur E	Required		X		X	X		
Spur F	Required					X		
Spur G	Required		X		X	X		
Spur H	Required					X#		
Spur I	Required					X		
Spur J	Required		X		X	X#		
Spur J Ext.	Required		X	X		X		
Spur K	Required		X		X	X		
Spur L	Required		X	X	X	X		
20-7-4.3	Optional		X		X	X#		X
20-7-4.4	Optional		X		X	X#		X
20-7-5.6	Optional		X		X	X		X
20-7-5.72	Optional			X		X#		
20-7-5.72 Ext.	Optional		X			X#		
20-7-5.73	Required					X		
20-7-5.74	Required		X	X	X	X#		

#: Waterbars shall be placed within 25 feet upslope of cross drains on these roads.

- (3) In addition to the drainage requirements listed above, and as specified on Exhibit H, waterbars shall be placed within 25 feet upslope of cross drains on roads noted above with '#'. Waterbars shall be keyed into existing ditches and ditch dams shall be constructed to capture flow, as approved by the Authorized Officer.
- (4) Cable yarding corridors shall be waterbarred immediately after use, if necessary to prevent erosion, as determined by the Authorized Officer.
- (5) In order to prevent the spread of noxious weeds, the Purchaser shall be required to clean logging, road, decommissioning, and slash disposal equipment prior to entry onto BLM lands as directed by the Authorized Officer.
- (6) 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, 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 to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines or management direction of the ROD and RMP, 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, or;
- (gg) Species have been discovered 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, 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, or management direction established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

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

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser. Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred.

The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due. In the event that 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 occupied marbled murrelet sites in accordance with the ROB and RMP, protect species that have been discovered 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, or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, if able to proceed without causing incidental take of northern spotted owls in accordance with the ROD and RMP, consistent with survey and manage and/or protection buffer standards and guidelines or management direction established in the ROD and RMP, or court order requirements necessitating the modification or termination.

In the event the contract is modified or cutting and removal rights are terminated under this subsection, the Purchaser agrees that the liability of the United States shall be limited to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

This calculation of liability shall utilize actual Purchaser costs and Government estimates of timber volumes. At the Authorized Officer's request, the Purchaser agrees to provide documentation of the actual costs incurred in the performance of the contract. In addition, the Purchaser shall be released from the obligation to pay the contract price for any timber which is not authorized to be removed from the contract area.

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding 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.

(e) Fire Prevention

- (1) Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in construction or logging operations under this contract during fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.

(f) Logging Residue Reduction

- (1) In addition to the requirements of Sections 15 and 26 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following logging residue reduction and/or site preparation measures required by this contract:
 - (aa) Prior to commencement of any logging residue reduction and/or site preparation, a prework conference between the Purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer.

All logging residue reduction and/or site preparation shall be done in accordance with the plans developed at the prework conference.

- (bb) Pile and cover landing slash within twenty five (25) feet of the edge of each landing. All tops, broken pieces, limbs and debris more than two (2) inches in diameter at the large end and longer than three (3) feet in length shall be piled within fifteen (15) days of completion of hauling logs from that landing. Landing piles shall be kept free of dirt and located at least twenty (20) feet from any reserve tree and/or as directed by the Authorized Officer.
 - (1) All logs greater than six (6) inches in diameter at the large end and longer than eight (8) feet in length shall be decked or windrowed at the location designated by the Authorized Officer, except logs sold and removed from the contract area.
 - (2) Upon completion of landing piling, the Purchaser shall prepare the landing piles for burning by securely covering each landing pile with black four (4) millimeter polyethylene plastic. Landing piles shall be at least seventy five (75) percent covered with the covering extending three-quarters of the way down all sides, maximum plastic size of 20' x 20'. There should be an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels. Plastic shall be held in place with woody debris and tied with combustible cord. The plastic must be secured so that it is held in place during strong wind conditions and maintains coverage for at least one year. The Purchaser is required to furnish the covering materials. The timing of this covering work shall be in accordance with instructions from the Authorized Officer. If the structure of the landing piles will not permit adequate consumption of piled debris by burning, the Purchaser shall re-pile them at the direction of the Authorized Officer.
- (2) Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop-up assistance as required herein and measures required in Section 42(f). In accordance with written instruction to be issued by the Authorized Officer at least 10 days in advance of the earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or designated representative, assist in preparing units for burning, burning, mop-up, and patrol by furnishing, at the Purchaser's own expense, the services of personnel and equipment on harvest area as shown below:
 - (aa) For Igniting, Holding, and Mop-Up of Piles:
 - (1) One (1) work leader (Firefighter Type 1 (FFT1)) to supervise crew and equipment operations, and to serve as Purchaser's representative.
 - (2) Two (2) person crew (Firefighter Type 2 (FFT2)).
 - (3) Sufficient fuel for burning, five (5) drip torches or propane burners, one (1) power saw, and one (1) backpack pump, one (1) tool for each crew member.
 - (4) Radios capable of inter-crew communications and communication with a BLM representative at a ratio of one (1) radio per every five (5) crew members.
 - (5) All ignition, holding, and mop-up personnel will be directly supervised by a BLM representative.

Aircraft and pilots used for Logging Residue Reduction or the suppression of escaped fires from Logging Residue Reduction operations, shall be acquired from a list of aircraft and pilots approved (i.e., carded for these specific activities) by the Office of Aircraft Services or the U.S. Forest Service. This list is available from BLM District Offices upon request.

All listed personnel shall be physically fit, experienced and fully capable of functioning as required. In addition, all listed personnel shall be qualified according to the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide, PMS-310-1 and provide documentation of these qualifications. On the day of ignition all listed personnel shall be fluent in speaking and understanding English, clothing shall consist of long pants and long sleeved shirts, and be of approved aramid fabric (Nomex™ or equivalent), as well as being free of diesel fuel oil.

All personnel shall wear boots with minimum eight (8) inch tall uppers that provide ankle support, approved hardhats and leather gloves. Personnel who do not meet these requirements or do not have proper clothing and personal protective equipment (PPE) will not be allowed to participate. All listed tools and equipment shall be in good usable condition. All power-driven equipment shall be fully fueled and available for immediate use. During periods of use under this subsection, the Purchaser shall provide fuel and maintenance for all such power-driven equipment.

Except as provided hereafter for fire escapement, the Purchaser shall continue the required assistance in mop up on each cutting unit shown on Exhibit A for seventy-two (72) hours, as directed by the Authorized Officer within a five (5) day period commencing at 8:00 a.m. the day following the completion of ignition in that unit, or until released from such service by the Government, whichever occurs first.

In event of a fire escapement, the Purchaser's personnel and equipment shall, under supervision of the Authorized Officer, take action to control and mop up the escaped fire until released from such service by the Government. If it becomes necessary to use furnished personnel and equipment for the suppression of a fire which escapes from the prescribed fire area for a period beyond the remainder of the day in which the fire escapes, then the Government shall, at its option: (1) reimburse the Purchaser for such additional use of personnel and equipment at wage rates shown in the current Administratively Determined Pay Rates for the Western Area and at equipment rates shown in the current Oregon-Washington Interagency Fire Fighting Equipment Rental Rates schedule until the Purchaser is released from such service by the Government; or (2) release the Purchaser from additional suppression work and assume responsibility for suppressing the escaped fire.

In situations where an escaped fire is controlled and contained by an adequate fire break (i.e., trail, road, stream, rock formation, etc.), the Government may permit the Purchaser to remove personnel for that day; provided that all mop up work on the escaped fire is included with mop up work on the prescribed fire area. In such an event, the Purchaser must sign a statement of agreement to complete mop up work on all escaped fire areas concurrently with mop up work on the prescribed fire area.

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

Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the personnel and equipment required herein, the Purchaser shall be responsible for all additional cost incurred by the Government in disposing of slash including but not limited to the wages and other costs of providing federal employees and others as substitute labor force, the cost of providing substitute equipment and appropriate additional overhead expenses. If the Purchaser's failure results in a deferral of burning and new conditions necessitate additional personnel and equipment to accomplish the planned burn, the Purchaser also shall be responsible for such additional costs.

(g) Log Export and Substitution

- (1) All timber sold to the Purchaser 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 (8¾) 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 red cedar lumber which 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 (8¾) 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:

- (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.
- (2) 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) 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 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.

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Lane	19S	7W	33	Lots 28-30	Willamette
O&C	Lane	19S	7W	31	Lots 12, 14, 15	Willamette
O&C	Lane	20S	7W	5	Lots 1, 5-12, S1/2	Willamette
O&C	Lane	20S	7W	6	Lot 5, SE1/4	Willamette
O&C	Lane	20S	7W	7	NE1/4NE1/4	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	6,334.0	6,614.0	6,625.0	177,436	278	45,511
Western Hemlock	65.0	73.0	73.0	2,373	0	794
Totals	6,399.0	6,687.0	6,698.0	179,809	278	46,305

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
0.0	418.0	13.0	431.0	14.8

Logging Costs

Stump to Truck	\$1,549,711.88
Transportation	\$376,143.75
Road Construction	\$496,741.60
Maintenance/Rockwear	\$83,574.48
Road Use	\$0.00
Other Allowances	\$15,858.15
Total:	\$2,522,029.86
Total Logging Cost per MBF:	\$394.13

Utilization Centers

Location	Distance	% of Net Volume
Eugene/Springfield	51.0 miles	100 %

Profit & Risk

Basic Profit & Risk	9 %
Additional Risk	3 %
Total Profit & Risk	12 %

Tract Features

Quadratic Mean DBH	12.0 in
Average GM Log	37 bf
Average Volume per Acre	14.8 mbf
Recovery	96 %
<u>Net MBF volume:</u>	
Green	6,399.0 mbf
Salvage	0 mbf
Export	0 mbf
<u>Ground Base Logging:</u>	
Percent of Sale Volume	3 %
Average Yarding Slope	15 %
Average Yarding Distance	400 ft
<u>Cable Logging:</u>	
Percent of Sale Volume	97 %
Average Yarding Slope	70 %
Average Yarding Distance	500 ft
<u>Aerial Logging:</u>	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

Cruise

Cruise Completed	April 2018
Cruised By	K.Cranmer, B.Dotson, A.Rule
Cruise Method	VP, 3P, 100%

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	45,511	6,334.0	\$756.45	\$90.77	\$394.13	\$0.00	\$271.60	\$1,720,314.40
Western Hemlock	794	65.0	\$537.98	\$64.56	\$394.13	\$0.00	\$79.30	\$5,154.50
Totals	46,305	6,399.0						\$1,725,468.90

Other Wood Products

Product	Unit of Measure	# of Units	\$/Unit	Appraised Value
Clean Chips	Green Tons	300	\$2.00	\$600.00
Totals				\$600.00

Total Appraised Value: \$1,726,068.90

Percent of Volume By Log Grade

Species	No. 1 & 2 Peeler	No. 3 Peeler	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Douglas Fir				18.0 %	70.0 %	12.0 %	

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western Hemlock				16.0 %	69.0 %	15.0 %	