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

February 24, 2021

Parcel No. 2
Contract No. ORN05-TS21-522
Upper Willamette Field Office

Happy Trails

SEALED BID
TIMBER SALE NOTICE

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for sealed bid, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 attached. **Sealed bids will be received by the District Manager, or his representative, by appointment only at the Northwest Oregon District's Springfield Interagency Office, 3106 Pierce Parkway, Suite E, Springfield, Oregon until 4:00 p.m., Wednesday, March 24, 2021. Please call 541-683-6417 to make an appointment. Appointments are available from 8am - 4pm, M-F. Sealed bids will be opened at 10:00 a.m. on Thursday, March 25, 2021**. Due to pandemic restrictions the opening will be limited to BLM employees. All bidders will be notified via phone call after all bids have been opened and a high bidder declared.

THIS TIMBER SALE NOTICE does not constitute the decision document for purposes of appeal of a forest management decision. Consistent with 43 CFR Subpart 5003.2(b), the date the BLM posts the forest management decision on the BLM's ePlanning website establishes the effective date of the decision for purposes of an administrative appeal.

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 sealed bidding.

TO QUALIFY FOR PARTICIPATION in a sealed bid sale, the bidder must submit a bid in a sealed envelope for each tract offered that includes:

1. **Two copies of the bid written on Form 5440-9, Deposit and Bid For Timber/Vegetative Resources. No bid for less than the advertised appraised price on a unit basis per species and total price can be considered.**
2. **The required minimum bid deposit specified in the timber sale notice for the tract.**
3. **A properly executed Independent Price Determination Certificate, Form 5430-11. A certification that the bid was arrived at by the bidder or offeror independently, and was tendered without collusion with any other bidder or offeror.**
4. **A completed Form 5450-17, Export Determination.**
5. **The sealed envelope must be clearly marked that it is a "Bid for Timber" together with the sale name and number, the legal description time and date of sale and a contact name and phone number of the bidder.**
6. **The sealed envelope must include a signed Notice of Appeal acknowledgement form.**

A PERFORMANCE BOND in an amount not less than 20 percent of the total purchase price will be required for all contracts of $10,000 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 $10,000.

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.

ADDITIONAL INFORMATION concerning each timber sale tract described herein is available at the Springfield Interagency Office. A copy of the timber sale contract is also available for inspection at the Springfield Interagency 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) 683-6600.

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

AN ENVIRONMENTAL ASSESSMENT was prepared for this sale, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for this sale at the 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 Brian Bickford at (541) 683-6164.

Attachments:
- Form 5440-9
- Form 5430-11
- Form 5450-17
- Form 5450-22
- Form Notice of Appeal

NORTHWEST OREGON DISTRICT
UPPER WILLAMETTE FIELD OFFICE

TIMBER SALE NOTICE
LUMP SUM
EUGENE MASTER UNIT

PARCEL NO.: 2
SALE DATE: March 25, 2021

Happy Trails
Contract No.: ORN05-TS21-522
Lane and Linn County, Oregon: O&C: Sealed Bid

Bid Deposit Required: $377,100.00

All timber designated for cutting on NE1/4NE1/4, S1/2NE1/4, S1/2NW1/4, SW1/4, SE1/4, Section 22; SW1/4NE1/4, W1/2NW1/4, SE1/4NW1/4, SW1/4, N1/2SE1/4, SW1/4SE1/4 Section 23; NW1/4NE1/4, NE1/4NW1/4 Section 26, T.15 S.,R.2 W., Will. Mer.

Estimated Volume 32' Log (MBF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Approx. Price
8,874	Douglas-fir	10,341	$344.80	$3,565,576.80
994	western hemlock	1,188	$168.40	200,059.20
10	western redcedar	13	$376.60	4,895.80
9,881	Totals	11,542		$3,770,531.80

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: The timber Volumes for Douglas-fir, western hemlock, and western redcedar in the Regeneration Harvest Areas were based on a variable plot cruise for estimating board foot volume. Plots were measured using a 40 basal area factor for a total of 217 plots. The timber Volumes for Douglas-fir and western hemlock in the Partial Harvest Areas were based on a variable plot cruise for estimating board foot volume. Plots were measured using a 40 basal area factor for a total of 34 plots. All Douglas-fir in the right-of-ways was 3P cruised; 17 sample trees have been cruised. Western hemlock volume was 100% cruised in the right-of-ways. A map showing the location and description of the 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 17.4" DBHOB; the average log contains 79 bd. ft.; the total gross merchantable volume is approximately 10,788 MBF; and 95% recovery is expected.

CUTTING AREA: Approximately 221 acres shall be regeneration harvested, 30 acres partially harvested, and approximately 2 acres of right-of-way shall be cleared.

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-573 between Weyerhaeuser Company and the United States. In the construction, renovation, use, and maintenance of private roads, and in the use of tailholds and guybacks, the Purchaser shall enter into a license agreement with Weyerhaeuser Company. The license agreement shall be delivered to Weyerhaeuser Company 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 the BLM a road maintenance fee of $52,508.14 and a rockwear fee of $7,492.90. See the Exhibit D map for specifications of road maintenance responsibility. Only the map page of the Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

In addition to the quantities shown below, 500 cubic yards (truck measure) of maintenance rock is required. Additional road reinforcement (rocking) may be required for wet weather haul and will be at the Purchaser's expense.

ROAD CONSTRUCTION:
Spurs 22D, 23C Por., 26A, and Road Nos. 15-2-26.1 Jct., and -27.3 Ext.
Length: 25.13 Stations
Class: SN-14
Special Requirements: Road construction of Spurs 23C, and 26A shall be limited to rolling closures up to 6 months in total length.

ROAD IMPROVEMENT:
Spurs 23A, 23B, 23B1, and 23C Por.
Road Nos. 15-2-22.5
Length: 47.94 Stations
Class: SN-14
Special Requirements: Road improvement of Spur 23C, shall be limited to rolling closures up to 6 months in total length.

ROAD RENOVATION:
Spurs 22C, 23F
Road Nos. 15-2-22, -22.1, 23.7, -24, -25, 25.2 25.4, 25.5, -26.1, -27.3 Por.
Length: 308.39 Stations
Class: SN-14/SN-16
Special Requirements: Culvert replacement/installation on streams shall be done between June 1 and October 31 (both days inclusive). Road renovation of Spur 23F, shall be limited to rolling closures up to 6 months in total length.

Required Rock Source: Dollar Quarry T. 15 S. R. 2 W. S. 25 & 36

Surfacing Estimated Quantities (CY truck measure)

3/4" Minus	1-1/2" Minus	3" Minus	6" Minus	Jaw Run	Pit Run, 2' - 3' boulders
1017	5191	6,020	5,412	90	20

CULVERTS:

Diameter:	Length:	Quantity:
18"	1370'	41
24"	95'	2
30"	60'	1
42"	30'	1

Purchaser shall obtain 20 CY of boulders no larger than approximately 3' x 3' in diameter and no smaller than approximately 2' x 2' in diameter from Dollar Quarry, and place at the stockpile sites for use during road decommissioning, and road to trail conversion.

ROAD DECOMMISSION:
Spur 22C, 22D, 23C, 23F, 26A, 15-2-25, 15-2-23.7
Barriers: 7
Estimated Cost of Decommissioning: $1732.61
Special Requirements: Operations limited to periods of dry weather

Total Estimated Exhibit C Road Costs (construction and renovation): $470,737.81

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, trail restoration, prevention of erosion, logging residue reduction, snag creation, quarry development and submission of a written logging plan specifying landing locations and logging schedule.

Under Sec. 26 of the timber sale contract, ground-based logging and mechanized felling will be prohibited during periods of excessive soil moisture. This will normally limit ground-based logging and mechanized felling from July 1 to September 30.

OTHER SPECIAL REQUIREMENTS:

1. **Quarry operations, which include drilling, blasting, crushing, loading, and hauling shall take place at Dollar Quarry in T. 15 S., R. 2 W., Secs. 25 and 36, between January 1, 2021 and December 31, 2021. Rock is**

to be stockpiled at designated stockpile sites in T. 15 S., R. 1 W., Sec. 30 and T. 15 S., R. 2 W., Sec. 25, or placed in accordance with Exhibit C, prior to December 31, 2021. This requirement may be negotiated with other Quarry users and subject to approval by the Authorized Officer.

2. Prior to operations in Regeneration Harvest Area and Partial Harvest Area, the Purchaser shall give two weeks notice to the Authorized Officer in order to have OHV Trails Nos. 2-4, 6, and 33-35 closed.
3. Tractor assist will be required on some roads.
4. Harvest and haul activites may coincide with other BLM Timber Sales in the vicinity.
5. No felling, yarding, or loading is permitted in or through the Reserve Area shown on Exhibit A, except for Special Yarding Areas and Special Operating Areas.
6. Full suspension shall be required when yarding over streams in the Special Operating Area.
7. Directionally fall away from paved road surfaces and OHV trail Nos. 2-4, 6, and 33-35.
8. The Purchaser shall be required to cut and process non-merchantable trees in the Regeneration Harvest Areas.
9. The Purchaser shall be required to control traffic during active operations.
10. Upon completion of yarding, Purchaser shall create 271 snags by topping and girdling.
11. Whole tree yarding, or yarding with tops attached, will be required in the Regeneration Harvest Areas, unless otherwise approved by the Authorized Officer.
12. The Purchaser shall be required to clean logging, road, decommissioning, and slash piling equipment prior to entry on BLM lands.
13. The Purchaser shall provide a map of requested skyline corridor and skid trail locations a minimum of seven (7) working days in advance of cutting to obtain approval of the locations from the Authorized Officer.
14. The Purchaser shall decompact and block skid trail prisms and block natural surfaced roads.
15. Within 30 days upon receiving written notice from the Authorized Officer, the Purchaser shall restore OHV trail Nos. 2-4, 6, and 33-35. This includes trail brushing and trail repair.
16. The Purchaser shall perform logging residue reduction and site preparation work within the Regeneration Harvest Area and Partial Harvest Area.
17. The Purchaser shall be required to spread BLM-provided seed and mulch at culverts and designated areas.
18. The Purchaser will be required to file a Notification of Operations with the Oregon Department of Forestry office for all harvest operations and road construction, renovation, and maintenance on BLM and Private lands.
19. Road construction, renovation/improvement, use, and timber harvest activities associated with Spurs 23C, 23F, and 26A shall be limited to rolling closures up to 6 months in total length.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing pile burning and mop-up, or contributing $7,265.70 in lieu thereof. The option must be declared prior to contract execution. Piling and covering are not included in the Optional Contribution and will remain the responsibility of the Purchaser.

NARRATIVE DESCRIPTION OF HOW TO GET TO SALE AREA:

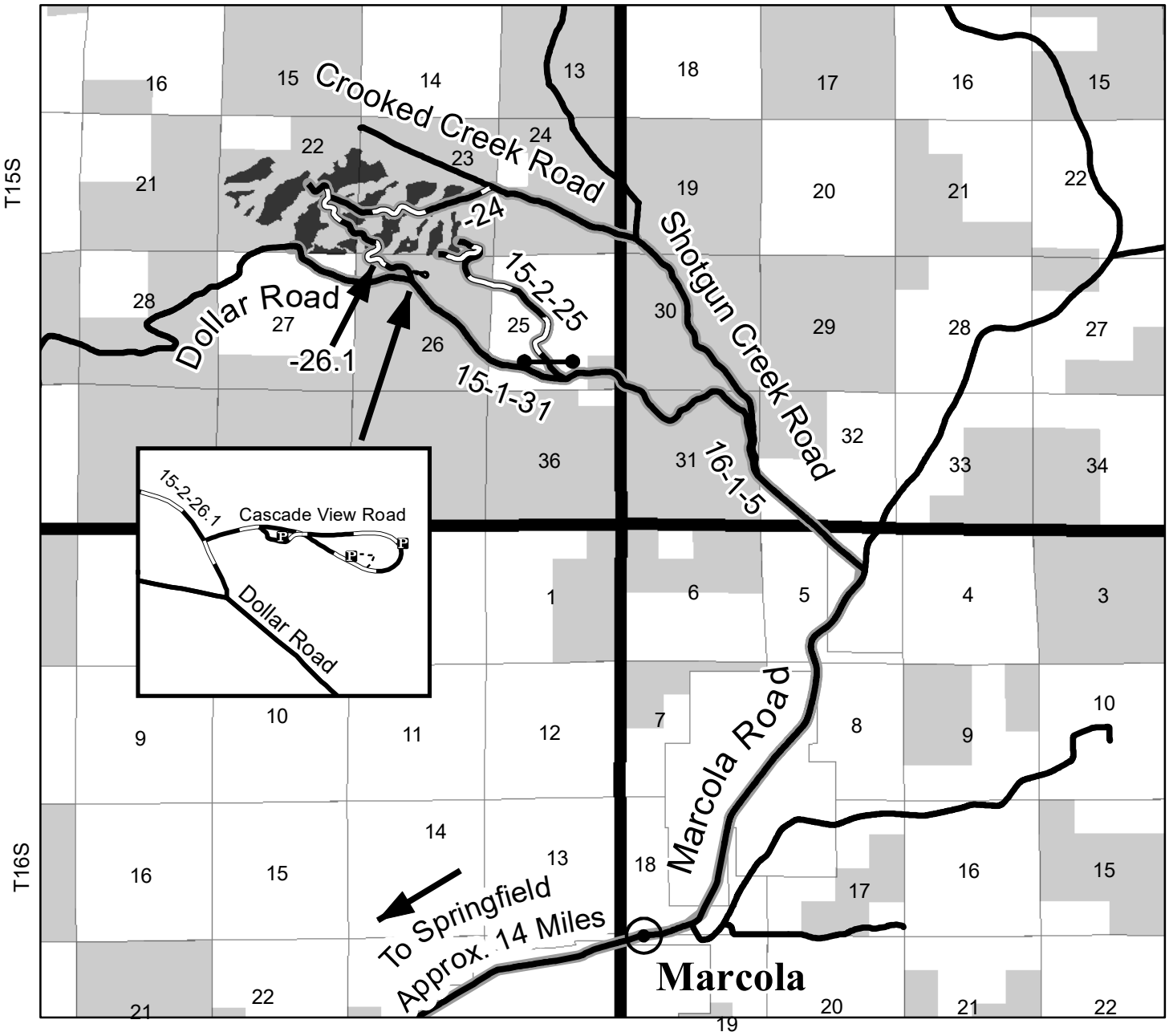
Portions of this sale are accessed through a locked gate. Prospective bidders interested in visiting the timber sale should first contact Brian Bickford at (541) 683-6164.

To Regeneration Harvest Area and Partial Harvest Area: From Springfield, proceed northeast on Marcola Road for approximately 14.5 miles to the junction of Shotgun Creek Road (Road No. 16-1-5). Proceed northwest on Shotgun Creek Road for approximately 1.0 mile to the junction of Dollar Road (Road No. 15-1-31). Proceed northwest on Dollar Road for approximately 3.5 miles to the junction of 15-2-26.1. Proceed northwest on 15-2-26.1 for approximately 0.5 mile to the Regeneration Harvest Areas and Partial Harvest Area.

Timber Sale Location Map

Sale Name: Happy Trails

T. 15 S., R. 2 W., SEC. 22, 23, 26 WILL. MER., NORTHWEST OREGON DISTRICT



Harvest Unit | Travel Route | BLM Administered Lands | Gate | OHV Trail

Paved Road | Rocked Road

NARRATIVE DESCRIPTION OF HOW TO GET TO SALE AREA:
Portions of this sale are accessed through a locked gate. Prospective bidders interested in visiting the timber sale should first contact Brian Bickford at (541) 683-6164.

To Regeneration Harvest Area and Partial Harvest Area: From Springfield, proceed northeast on Marcola Road for approximately 14.5 miles to the junction of Shotgun Creek Road (Road No. 16-1-5). Proceed northwest on Shotgun Creek Road for approximately 1.0 mile to the junction of Dollar Road (Road No. 15-1-31). Proceed northwest on Dollar Road for approximately 2.0 miles to the Regeneration Harvest Areas and Partial Harvest Area.

N

0 0.5 1 1.5 2 Miles

8/24/2020

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

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

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Seasonal Restriction Matrix

Restricted Times

Restricted Activity:	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Road Construction, Road Decommissioning, Renovation, Dry Season Haul, and Skid Trail Decommissioning ▪ November 1 – May 31, both days inclusive ▪ May vary due to weather conditions; soil moisture still overrides weather conditions	X	X	X	X	X	X	X	X	X	X											X	X	X	X
Mechanized Felling and Ground based yarding ▪ October 1 to June 30, both days inclusive	X	X	X	X	X	X	X	X	X	X	X	X							X	X	X	X	X	X
Partial Harvest Area – sap flow ▪ April 1 to June 15, both days inclusive ▪ Sap flow conditions may be conditionally waived at the discretion of the BLM							X	X	X	X	X													
Stream Culvert Installation and Removal ▪ November 1 to May 31, both days inclusive	X	X	X	X	X	X	X	X	X	X											X	X	X	X

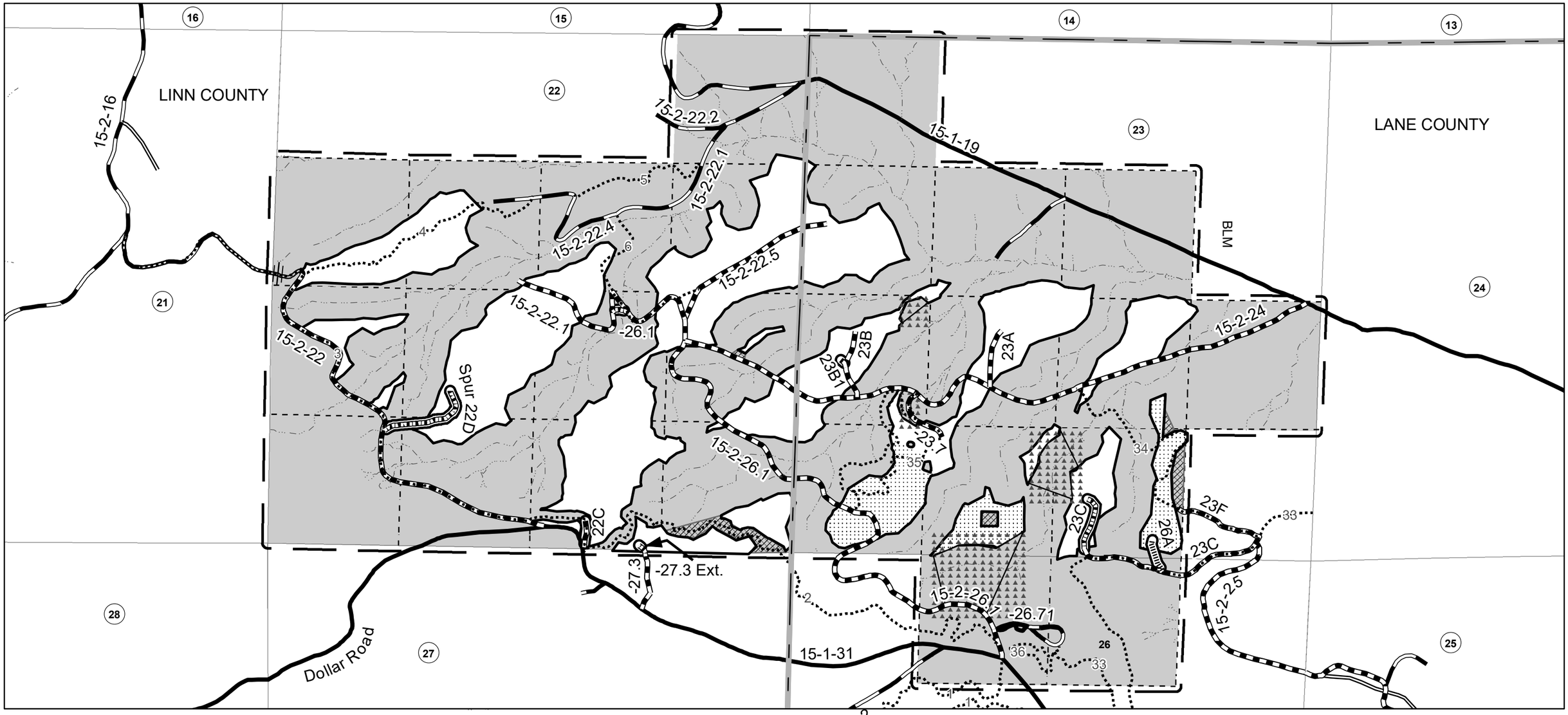
NOTE: This chart is for informational purposes only. Refer to Section 42 Special Provisions of the timber sale contract for exact date restrictions and specifications. Subject to transient winter snow, elevation ranges from 1500-3000 feet.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

HAPPY TRAILS TIMBER SALE CONTRACT NO. ORN05-TS21-522

T. 15 S., R. 2 W., SEC. 22, 23 and 26; WILL. MER., NORTHWEST OREGON DISTRICT

EXHIBIT A



Boundary of Cutting Area Posted, Painted	Special Operating Area	Construction - Rock
Regeneration Harvest Area	Special Yarding Area	Construction - Natural
Partial Harvest Area	County Boundary	Renovation/Improvement
Contract Area	Paved Road	Stream
Reserve Area	Rocked Road	Shotgun Creek OHV Trail
	Native Road	Impassable

Regeneration Harvest Area	221
Partial Harvest Area	30
Right-of-Way (Clearing)	2
Reserve Area	787
Contract Area	1040 A.

N

0 1,000 2,000 Feet

9/15/2020

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

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Form 5450-3a
(February 1986)

Contract No.

ORN05-TS21-522

Happy Trails

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT B

LUMP SUM SALE

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

SPECIES	ESTIMATED VOLUME OR QUANTITY *(Units Specified)*	PRICE PER UNIT	AMOUNT OF ESTIMATED VOLUME OR QUANTITY X UNIT PRICE
Douglas-fir	10,341.0 MBF		
Western hemlock	1,188.0 MBF		
Western redcedar	13.0 MBF		
TOTALS	**11,542.0 MBF**		

The apportionment of the total purchase price is as follows:

Partial Harvest Area 1 – 30 Acres (22.8 MBF/Acre)

Douglas-fir	585.0 MBF
Western hemlock	100.0 MBF
	685.0 MBF

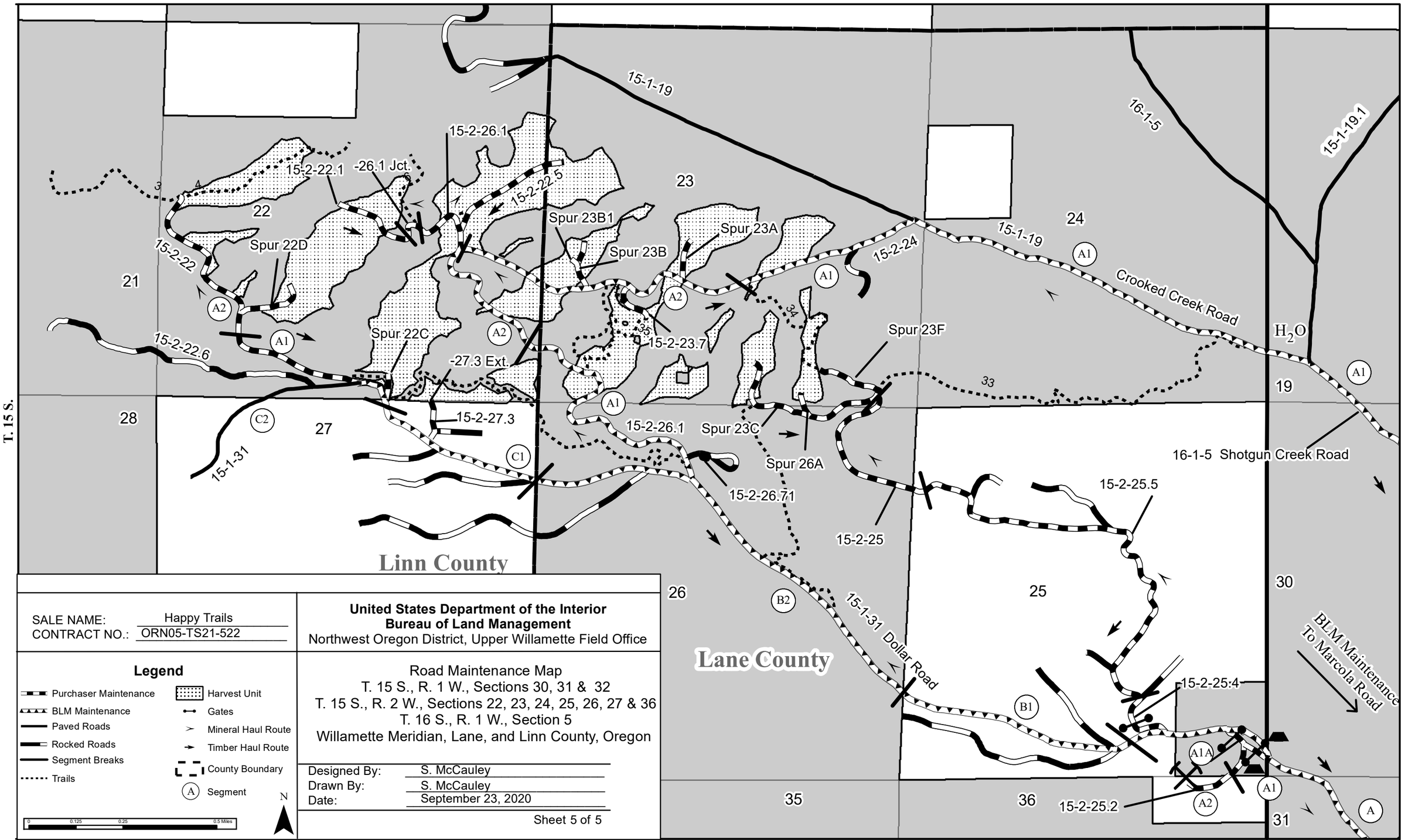
Regeneration Harvest Area 1 – 221 Acres (48.5 MBF/Acre)

Douglas-fir	9,621.0 MBF
Western hemlock	1087.0 MBF
Western redcedar	13.0 MBF
	10,721.0 MBF

Right-of-Way Area 1– 2 Acres (68.0 MBF/Acre)

Douglas-fir	135.0 MBF
Western hemlock	1.0 MBF
	136.0 MBF

Exhibit D



SALE NAME: Happy Trails
CONTRACT NO.: ORN05-TS21-522

United States Department of the Interior
Bureau of Land Management
Northwest Oregon District, Upper Willamette Field Office

Road Maintenance Map
T. 15 S., R. 1 W., Sections 30, 31 & 32
T. 15 S., R. 2 W., Sections 22, 23, 24, 25, 26, 27 & 36
T. 16 S., R. 1 W., Section 5
Willamette Meridian, Lane, and Linn County, Oregon

Legend

- Purchaser Maintenance
- BLM Maintenance
- Paved Roads
- Rocked Roads
- Segment Breaks
- Trails
- Harvest Unit
- Gates
- Mineral Haul Route
- Timber Haul Route
- County Boundary
- Segment

0 0.125 0.25 0.5 Miles

N

Designed By: S. McCauley
Drawn By: S. McCauley
Date: September 23, 2020

Sheet 5 of 5

removal of personal property. Any improvements remaining on Government lands and rights-of-way at the end of the period for removal, or any extension, shall become the property of Government. Any equipment or other personal property remaining on Government land and rights-of-way at the end of this period may be removed at the expense of Purchaser and disposed of in accordance with applicable law.

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

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

Contract No. ORN05-TS20-522 Parcel No. 2

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: March 25, 2021

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:

(Name of Firm)

(Signature)

(Address)

(Signature)

(Address)

(Signature)

(Address)

If Corporation, sign here:

(Name of Corporation)

(Signature)

(Title)

UNITED STATES OF AMERICA

By_____

(Signature)

Contracting Officer, Upper Willamette Field Office

(Title)

(Date)

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

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

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

Signature:_____

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

(a) All timber on the Reserve Areas shown on Exhibit A, which is attached hereto and made a part hereof, and all yellow painted and posted trees which are on or mark the boundaries of the Reserve Areas.

(b) All trees marked with yellow and/or pink paint above and below stump height in the Regeneration Harvest Area and Partial Harvest Area shown on Exhibit A.

(c) All trees marked with white paint above and below stump height in the Right-of-Way (Clearing) of Spur 22D and Road No. 15-2-26.1 where they pass through the Reserve Area as shown on Exhibit A. White painted trees shall be felled and decked on site inside the Reserve Areas. Where necessary for safety or operational reasons, white painted trees may be bucked into shorter lengths and/or moved within the Reserve Areas adjacent to the Right-of-Way (Clearing) to facilitate the use and maintenance of roads.

(d) All existing decay class 1-2 down wood and snags greater than 20 inches in diameter at the large end and greater than 20 feet in length in the Regeneration Harvest Area and Partial Harvest Area shown on Exhibit A. Decay classes are illustrated on Exhibit I and Exhibit L, which are attached hereto and made a part hereof. Where necessary for safety or operational reasons, such down woody material and snags may be felled and/or bucked into shorter lengths and/or moved within the unit.

(e) All existing decay class 3-5 down wood and snags in the Regeneration Harvest Area and Partial Harvest Area shown on Exhibit A. Decay classes are illustrated on Exhibit I and Exhibit L. Where necessary for safety or operational reasons, such down woody material and snags may be felled and/or bucked into shorter lengths and/or moved within the unit.

(f) In the Partial Harvest Area shown on Exhibit A, all Pacific yew and hardwood trees which do not present a safety hazard, or where removal is not needed for operational activities, as determined by the Authorized Officer. All Pacific yew and hardwood trees that are felled for safety and operational reason shall remain on site. Where necessary for safety or operational reasons, Pacific yew and hardwood trees may be bucked into shorter lengths and/or moved within the unit as close to where felled as safely possible.

SEC. 42 - Special Provisions

(a) <u>Logging</u>

(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) No felling, yarding, or loading is permitted in or through the Reserve Areas shown on Exhibit A, except:

(aa) When yarding over streams in the Special Operating Areas shown on Exhibit A. Full suspension of logs over streams is required. Only the minimum amount of trees that are needed for safety and operation activities may be cut. Trees felled for corridors within the Reserve Area shall remain on site, unless otherwise approved by the Authorized Officer. Where necessary for safety or operational reasons, corridor trees may be felled or bucked into shorter lengths and/or moved within the Reserve Area.

(bb) When yarding through the Special Yarding Areas shown on Exhibit A. Corridor and skid trail trees shall be felled and removed in accordance with Section 42(a)(19).

(cc) When clearing timber to facilitate road construction in the Right-of-Way (Clearing) of Spur 22D and Road No. 15-2-26.1 shown on Exhibit A.

(4) In the Regeneration Harvest Area shown on Exhibit A, all trees designated for cutting shall be felled to the lead, whole tree yarded, or yarded with tops attached, unless otherwise approved by the Authorized Officer. Trees shall be directionally felled away from Reserve Areas and OHV trail Nos. 2-4, 6, and 33-35, except when necessary for safety or operational reasons.

(5) In the Partial Harvest Area shown on Exhibit A, all trees designated for cutting shall be felled to the lead and bucked into log lengths not to exceed 41 feet before being yarded unless otherwise approved by the Authorized Officer. Trees shall be directionally felled away from Reserve Areas and OHV trail Nos. 34 and 35, except when necessary for safety or operational reasons.

(6) In the Partial Harvest Area shown on Exhibit A, no harvest activities shall be conducted from April 1 to June 15 of each year, both days inclusive, for sap flow, unless otherwise requested and approved in writing by the Authorized Officer.

(7) In the Regeneration Harvest Area and Partial Harvest Area shown on Exhibit A, all tree species designated in accordance with Exhibit B and of merchantable size according to Northwest Log Rules Eastside Scribner Log Scaling Handbook must be cut and removed from the contract area in compliance with the terms of this contract.

(8) In the Regeneration Harvest Area shown on Exhibit A, all hardwoods, more than six (6) inches in diameter and not designated in Sections 42(a)(7) shall be felled concurrently with all other trees designated for cutting. All tops and branches must be free of the central stem to the extent that it is within a maximum of twenty (20) inches of the ground at all points.

(9) In the Regeneration Harvest Area shown on Exhibit A, at all landings, all non-merchantable logs (including hardwoods) more than eight (8) inches in diameter at the large end and exceeding eight (8) feet in length shall be decked at a location designated by the Authorized Officer.

(10) Haul on natural surfaced roads shall be limited to the dry season (typically June 1 through October 31), as determined by the Authorized Officer.

(11) During road construction, renovation/improvement, haul, and timber harvest activities associated with Spurs 23C, 23F, and 26A, OHV Trail No. 33 shall be closed periodically for up to a cumulative total of 6 months as approved by the Authorized Officer. The Purchaser shall give two weeks notice to the Authorized Officer for closure of OHV trails.

(12) Mechanized felling and ground based yarding shall occur between July 1 – September 30 or as approved by the Authorized Officer.

(13) Prior to attaching any logging equipment to a reserve tree, the Purchaser shall obtain approval from the Authorized Officer and shall take precautions to protect the tree from damage as directed in writing by the Authorized Officer.

(14) The Purchaser shall provide warning signs and flaggers in accordance with Section 29 of this contract to control traffic in the contract area during active operations. Roads shall not be blocked by such operations for more than 20 minutes.

(15) In the Regeneration Harvest Area, Partial Harvest Area, and Special Yarding Area shown on Exhibit A, felling and yarding may be done with ground based equipment on slopes of 35% or less.

(16) In the Regeneration Harvest Area, Partial Harvest Area, and Special Yarding Area shown on Exhibit A, felling may be done with specialized ground based equipment (feller-processor or feller-buncher) on slopes up to 50%. The feller-processor or feller-buncher shall be approved by the Authorized Officer prior to the start of mechanized felling operations. Only purpose-built carriers with boom-mounted felling heads may be approved. Purpose-built carriers may be of the articulated, rubber-tired design, or the zero-clearance tail swing, leveling track-mounted design.

(17) In the Regeneration Harvest Area, Partial Harvest Area, and Special Yarding Area, shown on Exhibit A, all slopes greater than 35% shall be yarded with a carriage equipped skyline system capable of laterally yarding at least 75 feet from the skyline road. The carriage shall be capable of being held in position on the skyline during lateral yarding. During yarding, the lead end of the logs shall be suspended clear of the ground. Intermediate supports and/or lift trees may be needed.

(18) Before clearing any skid trail or skyline road necessary for yarding, the Purchaser shall:

(aa) Space designated skid trails or skyline roads at a minimum of 150 feet apart unless approved by the Authorized Officer. Parallel setting are preferred if topography allows.

(bb) Mark the location of skid trail or skyline road on the ground with flourescent pink plastic flagging. Such skid trails or skyline roads shall be limited to the minimum width necessary for yarding of logs. The width of each skid trail or skyline road shall not exceed 12 feet.

(cc) Place skid trails or skyline roads on the landscape to avoid disturbance to reserved trees, where feasible.

(dd) Provide a map of requested skid trail or skyline road locations a minimum of seven (7) working days in advance of cutting to obtain approval of the locations from the Authorized Officer. Proposed skid trails and skyline roads shall remain free from felled trees until approved.

(19) Before cutting and removing any reserve trees necessary to facilitate logging in the Regeneration Harvest Area, Partial Harvest Area, and Special Yarding Area shown on Exhibit A, the Purchaser shall identify the location of the skid trails and skyline roads in accordance with Section 42(a)(18) and 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. 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 and/or skyline 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 skyline road shall be limited to 12 feet.

(bb) The Purchaser may immediately cut and remove additional timber to clear skid trails and skyline roads; and 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(b) of the contract or sufficient bonding has been provided in accordance with Section 3(d) 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.

(ff) The Government may reserve trees previously designated for cutting and removal by applying yellow paint in the Regeneration Harvest Area above and below stump height and the letter "R" on two sides of the trees as replacements for additional trees cut and removed for skid trails, and/or skyline roads, when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescription. This may include the replacement of trees damaged by storm events, insects, or disease. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.

(20) In accordance with the requirements of Section 8 of the contract it has been determined that it is in the best interest of the Government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in the Regeneration Harvest Area, Partial Harvest Area, and Special Yarding Area 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 felled for safety or operational reasons in Special Operating Areas shall not be removed in accordance with Section 42(a)(3)(aa).

(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 by hanging flagging so that the stump can be visually located from a distance of not less than 50 feet. The Purchaser shall also paint an identifiable "X" on the butt log. The butt log shall remain on the contract area until such time as the Authorized Officer has scaled such additional timber and authorizes removal from the contract area.

(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(b) or 3(f) 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(b) or 3(f) of the contract have been made.

(ee) The permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:

(1) Failed to properly mark any stump with the "X" cut.

(2) Failed to identify the location of any stump.

(3) Cut any reserve tree in or adjacent to skyline yarding corridors that was not necessary to facilitate skyline yarding.

(4) Cut any reserve tree in or adjacent to tractor skid trails that was not necessary to facilitate ground based yarding.

(5) Failed to properly segregate any pulled over tree that was yarded to the landing.

(6) Cut any reserve tree that was not severely (as defined during the prework conference and documented in the approved logging plan) damaged from felling and yarding operations.

(7) Cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.

(8) Cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.

(9) 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 Purchaser shall inform the Authorized Officer at least five 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 skyline yarding and/or ground based equipment skid trails 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 contact 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.

(21) 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.

(b) <u>Road Construction, Renovation, Improvement, Use, and Maintenance</u>

(1) The Purchaser shall construct Spurs 22D, 23C Por., 26A, Road Nos. 15-2-26.1 Jct., -27.3 Ext; renovate Spurs 22C, 23F, and Road Nos. 15-2-22 Segs. A1, and A2 Por., 15-2-22.1, 15-2-23.7, 15-2-24, 15-2-25, 15-2-25.2 Seg A2, 15-2-25.4, 15-2-25.5, 15-2-26.1, 15-2-27.3 Por., and improve Spurs 23A, 23B, 23B1, and 23C Por., and 15-2-22.5, in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Exhibit C contains 41 sheets.

(2) Prior to removal of any timber, except right-of-way timber, the required construction, renovation, and/or improvement of the haul route for that timber shall be completed as specified in Exhibit C.

(3) Prior to any quarry operations, the Purchaser shall provide a quarry development plan which must be reviewed on site with the Authorized Officer and the contractor performing the drilling, blasting, and crushing, as detailed in Exhibit C.

(aa) Purchaser shall complete quarry operations between January 1, 2021 and December 31,

2021. Quarry operations shall include: drilling, blasting, crushing, and stockpiling rock.

(bb) Purchaser shall coordinate quarry operations with other quarry users.

(4) Culvert replacement/installation on streams shall be completed between June 1 and October 31 (both days inclusive), and shall be completed prior to hauling and fall rains. During installation of the stream culverts, dewatering of the culvert bed, silt fences and/or straw bales may be required as directed by the Authorized Officer. All work shall be completed in accordance with the plans and specifications shown in Exhibit C.

(5) The Purchaser shall furnish and place 500 cubic yards of surface maintenance rock, and 20 cubic yards of 2' to 3' boulders in accordance with Special Provision 2, Exhibit D, which is attached hereto and made a part hereof. Exhibit D contains 5 sheets. Road reinforcement (rocking) and additional maintenance that may be required for wet weather haul shall be at the Purchaser's expense.

(6) 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 and D, provided that the Purchaser pay the required maintenance and/or rockwear obligations described in Section 42(b)(9) and Section 42(b)(10). The Purchaser shall pay current Bureau of Land Management maintenance and rockwear fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length Miles Used	Road Ownership	Road Surface Type
15-1-19 Seg. A1 Por.	1.08	BLM	BST
15-1-31 Segs. A – C2	4.33	BLM	BST
15-2-26.1 Segs. A1 & A2 Por.	1.08	BLM	Rock
15-2-24 Segs. A1, & A2	1.27	BLM	Rock
16-1-5	3.02	BLM	BST

(7) 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 Weyerhaeuser Company, for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibits C and D, provided that the Purchaser comply with the conditions set forth in Section 42(b)(8) and Section 42(b)(11) and pay the required rockwear obligation described in Section 42(b)(10). 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 Ownership	Road Surface Type
Spur 22C	0.07	BLM	Rock
Spur 22D	0.19	BLM	Rock
Spur 23A	0.12	BLM	Rock
Spur 23B	0.12	BLM	Rock
Spur 23B1	0.02	BLM	Rock
Spur 23C	0.46	BLM	Rock
Spur 23F	0.13	BLM	Rock
Spur 26A	0.08	BLM	Natural
15-2-22 Segs. A1, A2 Por.	0.72	BLM	Rock
15-2-22.1 Por.	0.24	BLM	Rock
15-2-22.5	0.32	BLM	Rock
15-2-23.7	0.14	BLM	Rock
15-2-25	0.41	BLM	Rock
15-2-25.2 Seg. A1	0.14	BLM	Rock
15-2-25.2 Seg. A1A	0.07	BLM	Rock
15-2-25.2 Seg A2	0.12	WY	Rock
15-2-25.4	0.17	WY	Rock
15-2-25.5	1.17	WY	Rock
15-2-27.3	0.10	WY	Rock
15-2-27.3 Ext.	0.03	BLM	Rock

15-2-26.1 Segs. A1, A2 Por. WY=Weyerhaeuser Company	0.28	BLM	Rock

(8) Except for the road maintenance in accordance with Section 42(b)(6), 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.

(9) The Purchaser shall pay to the Government a road maintenance obligation in the amount of Forty-eight Thousand Four Hundred Fifteen and 67/100 dollars ($52,508.14) for the transportation of timber included in the contract price over the roads listed in Section 42(b)(6).

The above road maintenance amount is for the use of 10.78 miles of road. 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 the payments required in Section 3 of this contract.

(10) The Purchaser shall pay to the Government a road maintenance obligation for rockwear in the amount of Seven Thousand Four Hundred Ninety Two and 90/100 dollars ($7,492.90) for the transportation of timber included in the contract price over the roads listed in Section 42(b)(6), and 42(b)(7).

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

(11) In the construction of Road No. 15-2-27.3 Ext., the renovation, use, and maintenance of Road No. 15-2-25.2 Seg A2, 15-2-25.4, 15-2-25.5, and 15-2-27.3, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. E-573 between the United States of America and Weyerhaeuser Company. 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, 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 Weyerhaeuser Company. The license agreement, bond and insurance certificate shall be delivered to Weyerhaeuser Company 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 use fee of One Thousand Nine Hundred Forty and 00/100 dollars ($1,940.00) prior to log hauling.

(ee) All maintenance and rockwear fees due as a result of modification shall be paid at rates current at the time of modification, with payment made prior to contract termination.

(ff) The Purchaser shall maintain Road Nos. 15-2-25.2 Seg A2, 15-2-25.4, 15-2-25.5, 15-2-27.3 in accordance with Section 42(b)(7).

(gg) The Purchaser shall provide notice to Weyerhaeuser Company prior to moving rock crushing equipment into the Dollar Road Quarry.

(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)(7) 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.

(13) The Purchaser also agrees that if he elects to use any private road which is the subject of a right-of-way agreement with the Government, for the removal of Government timber sold under the terms of this contract, he shall request and agree to the modification of this contract to provide for such use.

(c) Environmental Protection

(1) The Purchaser shall be required to clean logging, piling, road, and decommissioning equipment to remove dirt and plant debris that may contain noxious weed seeds from the undercarriage, tracks and tire treads prior to entry on BLM. The Authorized Officer shall require inspection of equipment to see that it was cleaned prior to arrival on site.

(2) Snag Creation

(aa) Snag creation shall be completed within 90 days upon receiving notification from the Authorized Officer.

(bb) Purchaser shall select and top 135 trees and girdle 136 standing trees greater than 20 inches DBH. Location of selected trees shall be in accordance with and approved in writing by the Authorized Officer. Portions of trees topped shall remain reserved.

(cc) Purchaser shall top trees at a height between 40 and 60 feet. Trees shall have the top completely severed.

(dd) Purchaser shall girdle the stem of the tree at a height of 2 to 5 feet from the ground line. The Purchaser shall complete two parallel cuts spaced 12 to 16 inches apart around the stem of the tree for each girdle. The Purchaser shall make cuts to penetrate into the wood of the tree and remove the bark and cambium layer around the entire circumference of the tree between cuts. Trees selected shall be greater than 20 inches DBH or as directed by the Authorized Officer.

(ee) No adjustment of volume or value shall be made to meet these requirements.

(ff) The Purchaser shall tally all trees by diameter class and species on a daily basis. The tally may be requested by the Authorized Officer at any time during falling/girdling operations. At the end of falling/girdling operations, a completed tree tally shall be submitted to the Authorized Officer.

(3) Cable yarding corridors shall be waterbarred and/or covered with slash immediately after use if necessary to prevent erosion, as determined by the Authorized Officer.

(4) Upon each season's shutdown and prior to fall rains, the Purchaser shall block skid trails and natural surfaced roads and shall place them in an erosion-resistant condition by constructing waterbars and/or lead-off ditches. Waterbars 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 and waterbars shall be completed as directed by the Authorized Officer.

(5) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall, upon completion of hauling and yarding, complete skid trails and road decommissioning measures. Skid trail and road decommissioning shall be completed during the dry season, typically between June 1 and October 31, as determined by the Authorized Officer.

(aa) Purchaser shall decompact skid trails to a depth of 18 inches with decompaction equipment such as a track mounted excavator with ripping teeth and opposable thumb. Minimize damage to residual tree roots. The Purchaser shall decompact the entire trail prism. Slash and debris shall be pulled on top of the decompacted surface as directed by the Authorized Officer. If equipment other than an excavator is used, it shall be approved by the Authorized Officer. It shall also be capable of decompacting to the required depth and provide lateral shatter of compacted layer.

(bb) Construct drainage dips, waterbars and/or lead-off ditches as directed by the Authorized Officer. Waterbars and drainage dips shall be placed upslope of crossdrains and stream culverts and be constructed in accordance with the specifications shown on Exhibit H.

(cc) The Purchaser shall block skid trails and roads with root wads, logs, boulders, and/or slash as directed by the Authorized Officer.

Roads	**Surface**	**(aa) Decompact and Place Log Slash**	**(bb) Drainage**	**(cc) Block**
Skid Trails	Natural	X	X	X
Spur 22C	Rock			X*
Spur 22D	Rock		X	X
Spur 23C	Rock			X**
Spur 23F	Rock			X*
Spur 26A	Natural		X	X
Rd. No. 15-2-25	Rock			X*
Rd. No. 15-2-23.7	Rock			X*
* Boulders are to be placed across junction to prevent vehicle access, with a gap to allow for OHV access as indicated in Section 41(c)(7)(cc) ** Spur 23C shall be blocked at Sta.17+70, at the junction of the new construction				

(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), 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) 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;

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

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

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

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

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

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

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

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

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

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

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

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraphs, based on an alleged breach of any duty to the Purchaser, whether express or implied, in regard to the manner in which the Government defended the litigation which resulted in the court order affecting the operation of the contract. This waiver also

extends to any claims based on effects on the operation of the contract that arise from litigation against another agency. Furthermore, the Purchaser specifically acknowledges and agrees that a court ruling that the Government violated the Administrative Procedures Act cannot be interpreted, in itself, to mean that the Government had not acted reasonably in regard to its duties to the Purchaser under this contract.

(7) The Purchaser shall restore OHV Trail Nos. 2, 4, 6, 34, and 35 in Regeneration Harvest Area, Partial Harvest Area and Special Yarding Areas, as shown on Exhibit A, within thirty (30) days of receiving written notice from the Authorized Officer.

(aa) Purchaser shall complete brushing of OHV Trail Nos. 2, 4, 6, 34, and 35 by removing and scattering all woody debris, logging slash, and trees that extend within the clearing limits in accordance with the table below. Any such materials must be scattered a minimum of two (2) feet from the outside edge of the trail surface to a depth no greater than eighteen (18) inches, as directed by the Authorized Officer. The Purchaser shall not place scattered materials in stream channels, drainage ways, ditches, culvert inlets, or other locations where they would prevent the free flow of water away from the trailbed as directed by the Authorized Officer.

Clearing Limits				
OHV Trail No.	Tread Width (inches)	Uphill (inches) (from Centerline)	Downhill (inches) (from Centerline)	Height (feet) (from Uphill side)
2, 4, 6, & 35	48	48	48	10
34	36	48	48	10

(bb) The Purchaser shall repair timber sale related damages on OHV Trails. Trails shall be restored to the original (pre-operational) condition unless converted to rocked roads, as identified in Section 42(b)(1) and as shown on Exhibit C. This work may include removing slough and berms, filling in ruts and troughs, reshaping cut-slopes, reshaping trail tread, restoring drainage and other trail structures, restoring rolling dips, and removing roots and stumps, as directed by the Authorized Officer. If the original trail location can no longer be determined, the location will be determined by the Authorized Officer.

(cc) At junctions of Rds. 15-1-31/Spur 22C, 15-2-22/Trail 4, 15-2-25/Spur 23F, and 15-2-26.1/23.7 the Purchaser shall construct partial barriers by placing 3' to 4' diameter boulders at OHV trailhead locations as directed by the Authorized Officer. Partial barriers shall be placed at the entrances to Trail No. 34 to retain an opening of 36 inches and Trail Nos. 2, 4 and 35 to retain an opening of 48 inches. Partial barriers shall be placed 10-20 feet off the sides of roads to maintain appropriate Right-of-Way widths.

(8) The Purchaser shall reconstruct all obstacles on Road No. 15-2-22 (Challenge Road/Trail 3) to their original conditions and locations as directed by Authorized Officer. Purchaser must notify Aurthorized Officer at least two weeks prior to the starting of reconstruction. The Purchaser must replace any rocks or logs damaged in the removal or installation of the obstacles.

Mile post	Obstacle Description
0.01	3 log filter
0.09 – 0.12	Rock and log obstacle; approximately 10 feet wide, 2 feet high, 150 feet in length.
0.14 – 0.15	Rock obstacle; approximately 10 feet wide, 3 feet high, 50 feet in length.
0.36 – 0.37	Log obstacles; approximately 10 feet wide, 20 feet in length, and 3 feet at highest point, spaced 5 feet apart.

0.56 – 0.57	Rock obstacles; approximately 2 feet high, 10 feet wide, and 20 feet long, spaced 10 feet apart, alternating right and left side of road.
0.59	Rock obstacle; Three boulder barricade, 2 feet high, 4 feet length.
0.1 - 0.70	Place 10 CY of boulders at scattered locations on road course, and no closer than 50 feet from the obstacles listed above, boulders must be 50% burried.

* When reconstructing obstacles, there shall be no more than a 12" drop from one point to the next during the course of the entire obstacle.

(d) 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.

(e) 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: Perform logging residue reduction and site preparation work on approximately Eighty-six (86) acres of Regeneration Harvest Area and Partial Harvest Area. Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of purchasers operations under the terms of this contract.

(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) All vegetation (excluding conifers) less than 6 inch diameter and greater than 1 foot tall within 21 acres of the Regeneration Harvest Area shall be slashed prior to piling operations as directed by the Authorized Officer. All stumps shall be flush cut and no higher that six (6) inches.

(cc) Machine pile and cover all slash in the ground-based harvested portions of the Regeneration Harvest Area as directed by the Authorized Officer. Slash shall be piled by a machine equipped with a hydraulic thumb or a controllable, grapple head. If the purchaser elects to cable yard areas that were planned for ground based harvest (areas less than 35% slope) and the slash exceeds 6 inches in depth, piling will be required as directed by the Authorized Officer. Finished piles shall be tight and free of dirt.

(1) Unmerchantable logs greater than six (6) inches on the small end shall be left in place, or positioned so that they will not be burned.

(2) Machine piles shall be located as far as possible from reserve trees, snags, culverts, and unit boundaries to minimize damage.

(3) Machine piles shall be kept free of dirt and other non-woody debris and constructed as compactly as possible. There should be an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels. Slash left on the ground shall not exceed 6 inches in depth.

(4) All piles shall be covered with black four (4) mil polyethylene plastic to cover at least seventy five (75) percent of the surface of each pile, minimum plastic size of 10' x 10' cover. 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. Covering shall be completed at the time of piling or as directed by the Authorized Officer.

(5) Regeneration Harvest Area shall be piled within 30 days of receiving notification from the Authorized Officer.

(dd) Hand pile and cover all slash situated within 33 acres of the Regeneration Harvest Area as directed by the Authorized Officer. Slash shall be piled by hand. Finished piles shall be tight and free of dirt.

(1) Hand piles shall be located as far as possible from green trees, snags, or unit boundaries to minimize damage. Slash shall not be piled on down logs, stumps, drainage ditches, turnouts, shoulders, cut banks, or within 10 feet of any other pile.

(2) Slash between two (2) inches and six (6) inches in diameter on the large end, having a minimum length of two (2) feet shall be piled as directed by Authorized Officer. Piles shall be constructed by aligning individual pieces in the same direction and placing the heavier slash on top. Piles shall have a stable base to prevent toppling. The long axis of individual pieces shall be oriented up and down the slope. Pile size shall be a maximum of 8 feet in diameter by 8 feet in height, and minimum pile size shall be 6 feet in diameter by 5 feet in height at the time of final inspection by the Government. Slash left on the ground shall not exceed 6 inches in depth.

(3) All piles shall be covered with black four (4) mil polyethylene plastic to cover at least ninety (90) percent of the surface of each pile, minimum plastic size of 5' x 5'. 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 or 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. Covering shall be done at time of piling.

(4) Regeneration Harvest Area shall be piled within 30 days of receiving notification from the Authorized Officer

(ee) Pile and cover landing slash within twenty five (25) feet of all roads within or adjacent to the Harvest Area. 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) Mil polyethylene plastic. Landing and roadside piles shall be at least seventy five (75) percent covered with the covering extending three-quarters of the way down all sides, minimum plastic size of 10' x 10'. 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(e). 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.

(f) Optional Contribution

(1) The Purchaser shall prescribe burn and mop-up in accordance with Section 42(e)(2). The Purchaser shall have the option of completing this work, or in lieu thereof, may make a contribution fo the Bureau of Land Management in the amount of Seven Thousand Two Hundred Sixty-Five and 70/100 dollars ($7,265.70).

(aa) The amont of contribution shown above shall be paid prior to cutting. The Purchaser shall notify the Authorized Officer in writing of his intention to make this contribution prior to the date of execution of the contract. Upon making such a contribution, the Purchaser shall be relieved of obligations set out in this subsection. The Purchaser may elect to make the payment in installments in the same manner as and together with payments required in Section 3 of this contract.

(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 (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses; or (4) western red cedar lumber that does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timber, regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp, and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8-3/4) inches in thickness or less; (6) shakes and shingles.

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) that shall be executed by the Purchaser. In addition, the Purchaser is required under the terms of this contract to retain for a three-year period from the date of termination of the contract the records of all sales or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management.

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

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

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

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

United States
Department of the Interior
Bureau of Land Management

Timber Appraisal

Sale Name:	Happy Trails	**Sale Date:**	Thursday, March 25, 2021
BLM District:	NW Oregon DO	**Unit of Measure:**	16' MBF
Contract #:	ORN05-TS-2021.0522	**Contract Term:**	36 months
Sale Type:	Advertised	**Contract Mechanism:**	5450-3 Sale of Timber - Lump Sum

Content

Timber Appraisal Summary
Stumpage Summary
Unit Summary
Stump to Truck
Transportation
Engineering Allowances
Other Allowances

Prepared By: Cranmer, Kyle M - 2/9/2021
Approved By: Teigland, Kevin O - 2/9/2021

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Linn	15 S	2 W	22	NE1/4NE1/4, S1/2NE1/4, S1/2NW1/4, SW1/4, SE1/4	Willamette
O&C	Lane	15 S	2 W	23	SW1/4NE1/4, W1/2NW1/4, SE1/4NW1/4, SW1/4, N1/2SE1/4, SW1/4SE1/4	Willamette
O&C	Lane	15 S	2 W	26	NW1/4NE1/4, NE1/4NW1/4	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	10,341.0	10,788.0	10,848.0	137,420	1,230	23,821
Western Hemlock	1,188.0	1,335.0	1,343.0	26,402	336	6,027
Western Redcedar	13.0	15.0	15.0	405	0	179
Totals	**11,542.0**	**12,138.0**	**12,206.0**	**164,227**	**1,566**	**30,027**

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
221.0	30.0	2.0	253.0	45.6

Comments:
Happy Trails is located in both Linn and Lane counties.

Logging Costs

Stump to Truck	$1,253,649.27
Transportation	$633,949.25
Road Construction	$470,737.81
Maintenance/Rockwear	$84,904.83
Road Use	$1,940.00
Other Allowances	$80,191.70
Total:	**$2,525,372.86**
Total Logging Cost per MBF:	**$218.80**

Utilization Centers

Location	Distance	% of Net Volume
Eugene/Springfield	33.0 miles	100 %

Profit & Risk

Profit	10 %
Risk	4 %
Total Profit & Risk	**14 %**

Tract Features

Quadratic Mean DBH	16.8 in
Average GM Log	74 bf
Average Volume per Acre	45.6 mbf
Recovery	95 %
Net MBF volume:	
Green	11,542.0 mbf
Salvage	0 mbf
Export	0 mbf
Ground Base Logging:	
Percent of Sale Volume	9 %
Average Yarding Slope	10 %
Average Yarding Distance	125 ft
Cable Logging:	
Percent of Sale Volume	91 %
Average Yarding Slope	50 %
Average Yarding Distance	275 ft
Aerial Logging:	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

Cruise

Cruise Completed	June 2020
Cruised By	Dotson & Cranmer

Cruise Method

PCMTree, STR, BLM 100, 3P The timber volumes for Douglas-fir, western hemlock, and western redcedar in the Regeneration Harvest Areas were based on a variable plot cruise for estimating board foot volume. Plots were measured using a 40 basal area factor for a total of 217 plots. The timber volumes for Douglas-fir and western hemlock in the Partial Harvest Areas were based on a variable plot cruise for estimating board foot volume. Plots were measured using a 40 basal area factor for a total of 34 plots. All Douglas-fir in the right-of-ways was 3P cruised; 17 sample trees have been cruised. Western hemlock volume was 100% cruised in the right-of-ways.

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF		Appraised Value
Douglas Fir	23,821	10,341.0	$655.31	$91.74	$218.80	$0.00	$344.80		$3,565,576.80
Western Hemlock	6,027	1,188.0	$450.17	$63.02	$218.80	$0.00	$168.40		$200,059.20
Western Redcedar	179	13.0	$692.28	$96.92	$218.80	$0.00	$376.60		$4,895.80
Totals	**30,027**	**11,542.0**							**$3,770,531.80**

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			1.0 %	64.0 %	33.0 %	2.0 %	

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western Hemlock				41.0 %	53.0 %	6.0 %	

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill			Camp Run
Western Redcedar							100.0 %

Unit: PH-1

Net Volume/Acre: 22.8 MBF

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	585.0	613.0	613.0	2,154
Western Hemlock	100.0	108.0	108.0	613
Totals:	**685.0**	**721.0**	**721.0**	**2,767**

Regeneration Harvest	0.0
Partial Cut	30.0
Right of Way	0.0
Total Acres:	**30.0**

Unit: RH-1

Net Volume/Acre: 48.5 MBF

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	9,621.0	10,037.0	10,097.0	21,429
Western Hemlock	1,087.0	1,226.0	1,234.0	5,404
Western Redcedar	13.0	15.0	15.0	179
Totals:	**10,721.0**	**11,278.0**	**11,346.0**	**27,012**

Regeneration Harvest	221.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	**221.0**

Unit: RW-1

Net Volume/Acre: 68.0 MBF

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	135.0	138.0	138.0	238
Western Hemlock	1.0	1.0	1.0	10
Totals:	**136.0**	**139.0**	**139.0**	**248**

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

Total Stump To Truck	Net Volume	$/MBF
$1,253,649.27	11,542.0	$108.62

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

Yarding System	Unit of Measure	# of Units of Measure	$/Unit of Measure	Total Cost	Remarks
Cable: Medium Yarder	GM MBF	168.0	$227.55	$38,228.40	Thin Uphill, Full Suspension Long Lateral Corridors, 3 LD/Day, 7 Acres, $3.00 Gal, 5,000/LD
Cable: Medium Yarder	GM MBF	1,378.0	$136.53	$188,138.34	Regen Uphill Full Suspension Long Lateral Corridors , 5 LD/Day, 27 Acres, $3.00 Gal, 5,000/LD
Cable: Medium Yarder	GM MBF	409.0	$136.53	$55,840.77	Thin Uphill, 5 LD/Day, 17 Acres, $3.00 Gal, 5,000/LD
Cable: Medium Yarder	GM MBF	9,083.0	$97.52	$885,774.16	Regen Uphill, 7 LD/Day, 178 Acres, $3.00 Gal, 5,000/LD
Shovel	GM MBF	134.0	$95.30	$12,770.20	All R/W Logging, Ground Base, 5 LD/Day, 2 Acres, $3.00 Gal, 5,000/LD
Shovel	GM MBF	20.0	$95.30	$1,906.00	RR Volume cut and moved inside RR area and left on site for R/W Construction. Ground Base $3.00 Ga 5,000/LD
Wheel Skidder	GM MBF	144.0	$90.51	$13,033.44	Thin Gournd, 6 LD/Day, 6 Acres, $3.00 Gal, 5,000/LD
Wheel Skidder	GM MBF	817.0	$67.88	$55,457.96	Regen Ground, 8 LD/Day, 16 Acres, $3.00 Gal, 5,000/LD
Subtotal				**$1,251,149.27**	

Additional Costs

Item	Unit of Measure	# of Units of Measure	$/Unit of Measure	Total Cost	Remarks
Intermediate Support	Each	10.0	$250.00	$2,500.00	10 IS For Adverse Logging
Subtotal				**$2,500.00**	

Additional Moves

Equipment	Unit of Measure	# of Units of Measure	$/Unit of Measure	Total Cost	Remarks
Subtotal				**$0.00**	

Comments:
Logging cost printouts are located in the Happy trails contract office folder.

Total	Net Volume	$/MBF
$633,949.25	11,542.0	$54.93

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	$/Unit of Measure	Total Cost	% of Sale Volume
Eugene/Springfield	33.0	Log Haul	GM MBF	12,133.0	$52.25	$633,949.25	100 %

Comments:
$95/hour x 2.75 Hours round trip (60min delay included) = $261.25 per trip / 5.0 mbf per load = $52.25 Conifer

Engineering Allowances

Total	Net Volume	$/MBF
$557,582.64	11,542.0	$48.31

Cost Item	Total Cost
Road Construction:	$470,737.81
Road Maintenance/Rockwear:	$84,904.83
Road Use Fees:	$1,940.00

Comments:
See Happy Trails contract office folder for Ex C & Ex D appraisals.

Total	Net Volume	$/MBF
$80,191.70	11,542.0	$6.95

Environmental Protection

Cost item	Total Cost
Washing Allowance For All Equipment	$800.00
Snag Creation: Tree Topping And Basal Girdle With 10% Adminstrative Cost	$15,326.30
Subtotal	**$16,126.30**

Logging

Cost item	Total Cost
Cutting Hardwood Trees Over 6 Inches	$1,392.00
Tuck Assist With Dozer	$4,580.28
Subtotal	**$5,972.28**

Miscellaneous

Cost item	Total Cost
Road Flaggers	$3,000.00
OHV Trails Appraisal	$15,273.51
Subtotal	**$18,273.51**

Road Construction, Maintenance, Use, & Decommissioning

Cost item	Total Cost
Road Decomm	$1,732.61
Skid Trail And Landing Decomm	$3,552.00
Subtotal	**$5,284.61**

Slash Disposal & Site Prep

Cost item	Total Cost
Fuels Appraisal	$34,535.00
Subtotal	**$34,535.00**

Comments:
For More Information on Snag Creation, Equipment Washing, Cutting Hardwoods, Truck Assist, Fuels Appraisal, OHV Appraisal, and Skid Trial/Decomm see spreadsheets in sale folder under Other Allowances, and road Decommissioning see Ex. D Appraisal in the Happy Trails contract office folder.

March 25, 2021

NOTICE OF APPEAL

The forest management decision covering the Happy Trails Timber Sale, contract number ORN05-TS21-522 has been administratively appealed to the Interior Board of Land Appeals (IBLA). The appellant has also requested a stay of the decision. The IBLA may grant a stay suspending the forest management decision. The Bureau of Land Management (BLM) will proceed with normal bidding on the tract.

Although it is not known at this time what decisions IBLA will issue, this notice is given to advise all bidders that significant delays may occur before award of the sale or before any operations may be undertaken. Additionally, an adverse ruling may require the BLM to cancel the sale or modify the sale terms. The Authorized Officer retains the right to reject all bids associated with this tract.

ACKNOWLEDGEMENT

I acknowledge receipt of a copy of this notice and understand that because of the appeal and request for stay lodged with IBLA, any decision to award the Happy Trails Timber Sale, contract number ORN05-TS21-522 may be significantly delayed, or operations suspended, and that the BLM has authority under 43 CFR 5442.3 to reject all bids if the Government determines it is in the Government's interest to do so.

Company Name _____

By _____

Title _____

Date _____