PROSPECTUS

Sale Date: October 8, 2019 SCALE SALE

(1) Roseburg Sale No.: 2020.0003 Sale Name: Road Maintenance Decks

Douglas County, Oregon: O&C : Oral Auction Bid Deposit Required: \$5,200.00

All timber designated for removal on:

Lot 5 Sec. 8, T. 31 S., R. 5 W., Willamette Meridian SE 4 SE 4 Sec. 7, T. 31 S., R. 5 W., Willamette Meridian W 4 SE 4 Sec. 13, T. 31 S., R. 6 W., Willamette Meridian

Approx. Number Merch. Trees	Est. Vol. MBF 32' Log	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Est. Volume Times Appraised Price
N/A	237	Douglas-fir	296	\$168.00	\$49,728.00
N/A	6	Incense-cedar	7	\$190.40	\$1,332.80
N/A	5	Grand Fir	7	\$112.60	\$788.20
N/A	248		310		\$51,849.00

<u>THE VOLUMES LISTED</u> herein are based on ocular estimates and comparable sales, 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. Total quantity of timber actually cut or removed or designated for taking will be determined by scale.

<u>APPRAISED PRICES</u> are determined by analytical appraisal methods unless otherwise noted on individual timber sale notices.

LOG EXPORT AND SUBSTITUTION RESTRICTIONS:

All timber sales, including timber from Federal rights-of-way, 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.

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.

<u>CUTTING AREA</u>: An area of approximately 3 acres distributed throughout 3 Harvest Areas of log decks to be removed.

TIMBER ACREAGE: Area 1: 1 acre

Area 2: 1 acre Area 3: 1 acre <u>ACCESS</u>: Access to the sale area is provided by Government, County, and privately controlled roads. No road use fee will be required to be paid.

DIRECTIONS TO SALE AREA:

From Roseburg, proceed South on I-5 approximately 25.4 miles to Exit 98 Canyonville. Then:

Harvest Area 1, 2 and 3: proceed West on 1st St/Canyonville-Riddle Rd. (County Road 21) approximately 5.0 miles and Refer to timber sale Exhibits A and C for further details to Contract Area.

ROAD MAINTENANCE: Rockwear and maintenance fees of \$101.44 will be required to be paid to the BLM.

<u>DURATION OF CONTRACT</u> will be 3 months for removal of timber. The contract contains SPECIAL PROVISIONS regarding: logging; maintenance, and use; environmental protection; fire prevention; slash disposal; safety; and log exports. Log scaling may be required under the terms of this contract.

<u>ADDITIONAL INFORMATION:</u> This prospectus includes maps and tables that cannot be made Section 508 compliant. For help with its data or information, please contact the Roseburg District Office at 541-440-4930.

NOTES:

- 1. A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to: (1) Comply with the Endangered Species Act or to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), or; (2) Comply with a court order, or; (3) Protect species which were identified for protection in accordance with management direction established in the ROD and RMP.
- 2. Seasonal restrictions on operations apply to this sale regarding road work, loading, hauling, machine piling. Refer to Sections 42(A)(8), and Exhibit A for details. A Seasonal Restriction Matrix is included with this prospectus to serve as a guide in planning and scheduling operations for each Harvest Area.
- 3. License agreements with SILVER BUTTE TIMBER CO. and terms and conditions of use with COW CREEK BAND UMPQUA TRIBE OF INDIANS are required. The terms and conditions of the license agreement are available for inspection at the Roseburg District Office.
- 4. This is a scale for payment sale; please refer to the Exhibit B of the contract for specific requirements such as log branding on all logs, and hauling restrictions.
- 5. Slash disposal requirements consist of the following: machine piling, covering and debris within a fifty foot radius of landings.
- 6. 300 cubic yards of maintenance rock has been included in Exhibit C of the contract and may be used for processing and loading on the 31-6-13.0 Road to facilitate wet weather operations refer to section 42(A)(8) and Exhibit C.
- 7. BLM logs in Harvest Area 2 are decked on 31-6-12.3.

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

<u>Section 41.</u> TIMBER RESERVED FROM CUTTING -The following timber in the Contract Area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of the Government.

- (a) All timber on the Reserve Areas as shown on exhibit A, except log decks which were severed from the stump or cut into logs and located within Twenty-two (22) feet centerline of Road No. 31-6-12.3, 31-6-13.0, 30-6-35.0 and Spur 1 as shown on Exhibit A prior to the date this contract was entered into.
- (b) One (1) log marked with orange paint on Road No. 31-6-13.0 as shown on Exhibit A.

<u>Section 42</u>. The Purchaser shall comply with the special provisions which are attached hereto and made apart hereof, unless otherwise authorized in writing by the Authorized Officer.

Section 42(A) Logging:

- (1) Before beginning operations on the Contract Area for the first time or after a shutdown of ten (10) or more days, the Purchaser shall notify the Authorized Officer in writing of the day they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of ten (10) or more days.
- 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 must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan developed by this provision..
- (3) During logging operations, the Purchaser shall keep all roads that pass through the Contract Area clear of trees, rock, dirt and other debris so far as is practicable. The roads shall not be blocked by such operations for more than thirty (30) minutes unless otherwise approved by the Authorized Officer.
- (4) The Purchaser will be required to label with a permanent ink marker each load ticket with the corresponding Harvest Area that the logs originated from, as shown on Exhibit A, as directed by the Authorized Officer.
- (5) The Purchaser shall brand clearly and legibly one end of all logs prior to the removal of timber from the Contract Area. One end of all branded logs to be processed domestically will be marked with a spot of highway yellow paint, unless otherwise directed in writing by the Authorized Officer.
- (6) The Purchaser shall not haul logs from the Contract Area on weekends; Thanksgiving, Christmas, and New Year's holidays; or outside the hours of 4:00 a.m. to 8:00 p.m. daily, unless otherwise approved in writing by the Authorized Officer.
- (7) Purchaser shall be responsible for maintenance of the loading sites along rocked roads. Use of a rubber-tired loader is recommended on all rocked roads in the Contract Area.
- (8) No logging activity or log hauling shall be conducted on unsurfaced roads between October 15 of one calendar year and May 15 of the following calendar year (wet season), both days inclusive, unless otherwise approved by the Authorized Officer.
- (9) For a distance of fifty (50) feet from the perimeter of each landing designated by the Authorized Officer, all logs more than eight (8) 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. If a log or piece of log meeting or exceeding the above specifications is bucked and left in place, all portions of that log shall be yarded and decked at the above described location.

Section 42(B) Road Construction, Maintenance & Use:

- (1) The Purchaser is authorized to use the roads listed and shown on Exhibit C, which is attached hereto and made a part hereof, which are under the jurisdiction of the Bureau of Land Management for the removal of Government timber sold under the terms of this contract provided that the Purchaser pay the required maintenance and rockwear obligations described in Section 42(B)(2).
- (2) The Purchaser shall pay the Government a rockwear and maintenance obligation in the amount of One hundred and one and 44/100 dollars (\$101.44) for the transportation of timber included in the contract price over roads listed on the Exhibit C. The above rockwear and maintenance amount is for use of One and seventy-two hundredths (1.72) miles of road or less. Unless the total rockwear and maintenance amount is paid prior to commencement of operations on the Contract Area, payments shall be made in installments of not less than Five Hundred and 00/100 dollars (\$500.00) payable in the same manner as and together with payments required in Section 3 of this contract.
- (3) The Purchaser shall pay a road maintenance fee bituminous of \$0.92, road maintenance and rockwear fee (Non-Allocated) of \$1.55 and road maintenance and rockwear fee (Allocated) of \$1.35 per thousand board feet log scale per mile for the use of roads. The total maintenance fee due shall be based upon volumes determined pursuant to Exhibit B of this contract and mileage of roads used as determined by the Authorized Officer. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized officer of the roads intended for use in the removal of timber purchased under this contract, together whith an estimate of the volume to be hauled over such roads. The Authorized Officer shall establish an installment schedule of payment of the road maintenance and rockwear obligation. If it is determined by the Authorized Officer, after all merchantable timber has been scaled, that the total maintenance and rockwear payment due, such excess shall be returned to the purchaser after such determination is made.
- (4) The Purchaser shall perform any required road repair and maintenance work on roads used by them, under the terms of Exhibit C of this contract.
- (5) The Purchaser also agrees that if they elect to use any other private road which is the subject of a right-of-way agreement with the Government for the removal of Government timber sold under the terms of this contract, the Purchaser shall request and agree to the modification of this contract to provide for such use and for allowances for amortization of the Government's share of the capital investment of any such road.

IF OTHER COW CREEK BAND UMPQUA TRIBE OF INDIANS PURCHASES:

- (6) In the use of Road 30-5-31.0 Segments B2, B4, C and D and 31-6-12.3 Segment B1, the Purchaser shall comply with the conditions, including but not limited to those set out below, of the terms and conditions of use letter, between the Bureau of Land Management and the Bureau of Indian Affairs, Northwest Regional Office on behalf of the Cow Creek Band of Umpqua Tribe of Indians, available for inspection at the Bureau of Land Management, Roseburg District Office, 777 N.W. Garden Valley Blvd., Roseburg, Oregon 97471. These conditions include:
 - (a) Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed terms and conditions of use letter.
 - (b) Default by the Purchaser of said Right-of-Way and terms and conditions of use 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.

IF OTHER THAN SILVER BUTTE TIMBER CO. PURCHASES:

- (7) In the use of Roads 30-6-35.0 Segment A1 (Base), 30-6-35.0 Segment A2, 30-6-35.0 Segment B and 31-6-12.3 Segment A (Base), the Purchaser shall comply with the conditions, including but not limited to those set out below, of the Right-of-Way and Road Use Agreement No. R-824, dated December 20, 1966, between the United States of America and Silver Butte Timber Co., available for inspection at the Bureau of Land Management, Roseburg District Office, 777 N.W. Garden Valley Blvd., Roseburg, Oregon 97471. These conditions include:
 - (a) Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement.
 - (b) 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.

Section 42(C) Environmental Protection:

- (1) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall clean road surfaces, cut banks, landings, ditch lines and culverts of all debris created by logging operations.
- (2) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall steam clean or pressure wash all logging and road building equipment, except logging trucks, prior to initial move-in, to minimize the likelihood of spreading noxious weeds and non-native plant

species to the Contract Area. Equipment washing shall occur at a location approved by the Authorized Officer. Equipment will be visually inspected by the Authorized Officer prior to use. Any logging or road building equipment removed from the Contract Area during the duration of the contract must be steam cleaned or pressure washed before it is returned to the Contract Area. Cleaning shall be defined as removal of all dirt, grease, plant parts and material that may carry noxious weed seeds.

- (3) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall winterize all native surfaced roads used under Section 42(A)(8) or any portion thereof, in accordance with the plans and specifications shown on Exhibit C, and in accordance with the following stipulations:
 - (a) The Purchaser intends to use the native surfaced roads or portions thereof for more than a single operating season; or, circumstances require that the roads or portions thereof overwinter before decommissioning.
 - (b) Winterizing shall consist of water-barring, blocking and mulching to the satisfaction of the Authorized Officer.
 - (c) Winterizing shall take place prior to the end of the operating season as described in Section 42(A)(8) of this contract, or as directed by the Authorized Officer.
- (4) The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:
 - (a) 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;
 - (b) 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;
 - (c) 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;
 - (d) 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;
 - (e) 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;

- (f) When, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (g) Species have been discovered which were identified for protection in accordance with management direction established in the ROD and RMP, the Contracting Officer determines that continued operations would affect the species or its habitat, or;
- (h) 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 thirty (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 thirty (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 fifteen (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 thirty (30) days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser. Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

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

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

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

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraphs, based on an alleged breach of any duty to the Purchaser, whether express or implied, in regard to the manner in which the Government defended the litigation which resulted in the court order affecting the operation of the contract. This waiver also extends to any claims based on effects on the operation of the contract that arise from litigation against another agency. Furthermore, the Purchaser specifically acknowledges and agrees that a court ruling that the Government violated the Administrative Procedures Act cannot be interpreted, in itself, to mean that the Government had not acted reasonably in regard to its duties to the Purchaser under this contract.

Section 42(D) Fire Prevention and Control:

(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 the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.

Section 42(E) Slash Disposal and Site Preparation:

- (1) <u>Fire Hazard Reduction</u>. In addition to the requirements of Section 15 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 hazard reduction measures required by this contract:
 - (a) 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 the Purchaser's operations under the terms of this contract.
 - (b) Landings shall be piled and covered within thirty (15) days of the completion of yarding from each landing.
 - (c) Covering of slash piles shall be done concurrently with piling operations. The covers shall be firmly fixed to each pile.
 - (d) Finished piles shall be tight and free of earth.
 - (e) <u>Machine pile and cover</u> all slash within fifty (50) feet of all <u>landings</u> or other locations as directed by the Authorized Officer in accordance with the following specifications:
 - (1) Landing slash piles shall be capped with a ten (10) foot by ten (10) foot cover as a minimum size or as directed by the Authorized Officer of four (4) mil black plastic to maintain a dry ignition point.
 - (2) Slash piles shall be located away from unit boundaries, retention trees, snags, downed logs and stumps.

Section 42(F) Log Exports:

(1) All timber sold to the Purchaser under the terms of this contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8¾) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timber, regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for

use as such; (5) cants, squares and lumber cut for remanufacturing of eight and three-quarters (8¾) inches in thickness or less; (6) shakes and shingles.

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

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

- (a) Date of last export sale.
- (b) Volume of timber contained in the last export sale.
- (c) Volume of timber exported in the past twelve (12) months from the date of last export sale.
- (d) Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.
- (e) Volume of timber exported in succeeding twelve (12) months from date of last export sale.
- (f) Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.

In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a Form 5460-16 (Certificate as to Nonsubstitution and the Domestic Processing of Timber). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

In the event an affiliate of the Purchaser has exported private timber within twelve (12) months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in a form specified by the Authorized Officer and furnish the information to the Authorized Officer.

Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer Form 5460-15 (Log Scale and Disposition of Timber Removed Report) which shall be executed by the Purchaser. In addition, the Purchaser is required under the terms of this contract to retain for a three-year period from the date of termination of the contract the records of all sales or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management.

Unless otherwise authorized in writing by the Authorized Officer, the Purchaser shall brand clearly and legibly one end of all logs with a scaling diameter (small end inside bark) of over 10 inches, prior to the removal of timber from the Contract Area. All loads of 11 logs or more will

have a minimum of 10 logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs will be branded on loads of 10 logs or less. One end of all branded logs to be processed domestically will be marked with a 3 square inch spot of highway yellow paint. The Purchaser will stop trucks for accountability monitoring at mutually agreed upon locations when notified by the Authorized Officer.

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

At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. Any increased 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.

Section 42(G) Safety:

(1) 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.

Road Maintenance Decks Seasonal Restrictions Matrix

ORR05-TS-2020.0003 (Page 1 of 1)

Restricted Times Are Darkly Shaded

Sale Area	Activity	Ja	an	F	eb	M	ar	A	pr	M	ay	Ju	ne	Ju	lly	Αι	ıg	Se	pt	0	ct	No	ΟV	De	÷C
		1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Harvest Area 1, 2 and 3	Loading or hauling on native surface roads ¹																								

¹ Wet season restriction: native surface roads and road construction (October 15-May 15) may be shortened or extended depending on weather conditions.

Note: This matrix is intended to serve prospective purchasers as a guide only.

Refer to the contract Special Provisions and Exhibit A and D Seasonal Restrictions Map for a full statement of the seasonal operating restrictions.

Form 5440-9 (January 2018)

UNITED STATES

Name of Bi	dder	
Tract Numb	er	
Sale Name		

Tract Number						
Sale Name						
Sale Notice (dated)						
BLM District						
e, etc)						
Written Bid for Oral Auction Sale						
Sale commences a.m. p.m.						
On (date) Place						
In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated Timber and/or Other Wood Products or Vegetative Resources on the tract specified above.						
form of:						
bank draft						
guaranteed remittance approved by the authorized officer.						
3						

IT IS AGREED That the bid deposit shall be retained by the United States as liquidated damages if the bid is accepted and the undersigned fails to execute and return the contract, together with any required performance bond and any required payment within 30 days after the contract is received by the successful bidder. It is understood that no bid for less than the appraised price on a unit basis per product and species will be considered. If the bid is rejected the deposit will be returned.

BID SCHEDULE - TIMBER AND/OR OTHER WOOD PRODUCTS OR VEGETATIVE RESOURCES

NOTE: Bidders should carefully check computations in completing the Bid Schedule

	SUBMITTED		ORAI	L BID MADE		
PRODUCT & SPECIES	UNIT	ESTIMATED VOLUME OR QUANITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
		TOTAL PUR	CHASE PRICE			

(Continued on Page 2) (Form 5440-9, Page 1) If sale contract is executed, undersigned is liable for total purchase price including all modifications executed under the terms of the contract. Timber and/or Other Wood Products or Vegetative Resources designated for taking may be less or more than total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

Bid submitted on (date)								
(Check appropriate box, sign in ink, and complete the following)								
☐ Signature, if firm is individually owned	Name of firm (type or print)							
Signatures, if firm is a partnership or L.L.C.	Business address, include zip code (type or print)							
Corporation organized under the state laws of	(To be completed following oral bidding)							
	I HEREBY confirm the above oral bid							
Signature of Authorized Corporate Signing Officer	By (signature)							
Title	Date							
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior – BLM.	Sealed Bid – Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside: (1) "Bid for Timber and/or Other Wood Products or							
Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract.	(1a) "Vegetative Resources"(2) Time bids are to be opened(3) Legal description							

NOTICES

The PrivacyAct and the regulations in 43 CFR 2.223(d) require that you be furnished with the following information:

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

PRINCIPAL PURPOSE: To qualify an oral auction bidder, and then if successful, to bind bidder to certain contract conditions.

ROUTINE USES: To determine that an individual is qualified to participate in oral auction bidding, and, as surety that bidder will fulfill contract requirements.

EFFECT OF NOT PROVIDING INFORMATION: Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for Timber and/or Other Wood Products or Vegetative Resources.

(Continued on Page 3) (Form 5440-9, Page 2)

INSTRUCTIONS TO BIDDERS

- 1. AUTHORITY Timber and/or Other Wood Products or Vegetative Resources, located on the revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937 (50 Stat. 874; 43 U.S.C. 1181a); Timber and/or Other Wood Products or Vegetative Resources located on other public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of Timber and/or Other Wood Products or Vegetative Resources, are codified in 43 CFR Group 5400.
- 2. QUALIFICATIONS OF BIDDERS A bidder for sale of Timber and/or Other Wood Products or Vegetative Resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the Timber and/or Other Wood Products or Vegetative Resources are located.
- 3. INSPECTION OF TIMBER AND/OR OTHER WOOD PRODUCTS OR VEGETATIVE RESOURCES—Bidder is invited, urged, and cautioned to inspect the Timber and/or Other Wood Products or Vegetative Resources prior to submitting a bid. By executing the Timber and/or Other Wood Products or Vegetative Resources sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the Timber and/or Other Wood Products or Vegetative Resources and his opinion of its value.
- 4. DISCLAIMER OF WARRANTY Government expressly disclaims any warranty of the fitness of the designated Timber and/or Other Wood Products or Vegetative Resources for any purpose of the bidder; all Timber and/or Other Wood Products or Vegetative Resources are to be sold "As Is" without any warranty of merchantability by Government. Any warranty as to the quantity or quality of Timber and/or Other Wood Products or Vegetative Resources to be sold is expressly disclaimed by Government.
- 5. *BIDS* Sealed or written bids for not less than the advertised appraised price, per Timber and/or Other Wood Products or Vegetative Resources must be submitted in duplicate to the District Manager who issued *Timber and/or Other Wood Products or Vegetative Resources Sale Notice*.
 - (a) Sealed Bid Sales Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside Bid for Timber and/or Other Wood Products or Vegetative Resources, time bid is to be opened, tract number, and legal description of land on which Timber and/or Other Wood Products or Vegetative Resources are located. In event of a tie, the high bidder shall be determined by lot from among those who submitted the tie bids.
 - (b) Auction Sales Submission of the required bid deposit and a written bid is required to qualify for oral bidding. Oral bidding shall begin from the highest written bid. No oral bid will be considered which is not higher than the preceding bid. In the event there is a tie in high written bids, and no oral bidding occurs, the bidder who was the first to submit his bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first submission of high tie written bids, the high bidder shall be determined by lot. High bidder must confirm his bid, in writing, immediately upon being declared high bidder.
 - (c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in resale of Timber and/or Other Wood Products or Vegetative Resources remaining from an uncompleted contract from any person or affiliate of such person who failed to complete the original contract because of (1) cancellation for the purchaser's breach or (2) through failure to complete payment by expiration date.
 - (d) When it is in the interest of the Government to do so, it may reject any and all bids and may waive minor deficiencies in bids or in sale advertisement.
- 6. *BID FORMS* All sealed, written bids, and confirmation of oral bids shall be submitted on forms provided by Government.
 - (a) Timber and/or Other Wood Products or Vegetative Resources Sales For each product and species, bids shall specify (1) Bureau of Land Management estimated unit volume or quantity, (2) bidder's price per unit and total value, and (3) bidder's total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, the high bidder agrees to pay the Government for the Timber and/or Other Wood Products or Vegetative Resources designated for removal in accordance with the terms of the contract. Timber and/or Other Wood Products or Vegetative designated for taking may be less or more than total estimated volume or quantity shown above.
- 7. BID DEPOSIT All bidders must make a deposit of not less than the amount specified in the Timber and/or Other Wood Products or Vegetative Resources

- Notice. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department (Applies To Timber Only), or any approved guaranteed remittance approved by the Contracting Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.
- 8. AWARD OF CONTRACT Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.
- 9. TIMBER AND/OR OTHER WOOD PRODUCTS OR VEGETATIVE RESOURCES SALE CONTRACTS To be executed by purchaser, has been prepared by Government, and may be examined in the District or Field Manager's office.
- 10. PERFORMANCE BOND (Primarily Used For Timber Sales)
 - (a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5450.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsman are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) any guaranteed remittance approved by the Contracting Officer.
 - (b) If purchaser elects to cut Timber and/or Other Wood Products or Vegetative Resources without skidding or yarding it to a loading point or removing it prior to the payment of the second or subsequent installments, Government shall require an increase in amount of performance bond initially required by an amount equal to the value of Timber and/or Other Wood Products or Vegetative Resources to be cut. Such increase must be on a bond rider form supplied by Government and be approved, in writing by Government prior to cutting Timber and/or Other Wood Products or Vegetative Resources covered by the bond increase. This increased amount of bond shall be used to assure payment for Timber and/or Other Wood Products or Vegetative Resources cut in advance of payment.
- 11. PAYMENT BOND— (Primarily Used For Timber Sales)
- If purchaser elects to (a) cut and remove Timber and/or Other Wood Products or Vegetative Resources, or (b) remove Timber and/or Other Wood Products or Vegetative Resources already cut which has been secured by an increased performance bond as provided in paragraph 10(b) above, before payment of the second or subsequent installments, Government shall require a payment bond on a form supplied by Government. Purchaser shall obtain written approval from Government of payment bond prior to cutting and/or removal of Timber and/or Other Wood Products or Vegetative Resources covered by the bond. Payment bond shall be used to assure payment for Timber and/or Other Wood Products or Vegetative Resources cut and/or removed in advance of payment.
- 12. PAYMENT OF PURCHASE PRICE For sales of \$500 or more, Government may allow payment by installments. Except as discussed in paragraphs 10 and 11 above, no part of any Timber and/or Other Wood Products or Vegetative Resources sold may be severed, cut, or removed unless advance payment has been made as provided in contract.
- 13. LIQUIDATED DAMAGES Within thirty (30) days from receipt of Timber and/or Other Wood Products or Vegetative Resources Sale Contract, the successful bidder shall sign contract and return it to Government, together with required bond and any required payment. If successful bidder fails to comply within the stipulated time, his bid deposit shall be retained by Government as liquidated damages.
- 14. NINETY-DAY SALES If no bid is received within time specified in the advertisement of sale and if Government determines that there has been no significant rise in the market value of Timber and/or Other Wood Products or Vegetative Resources, it may, in its discretion, keep the sale open, not to exceed ninety (90) days.

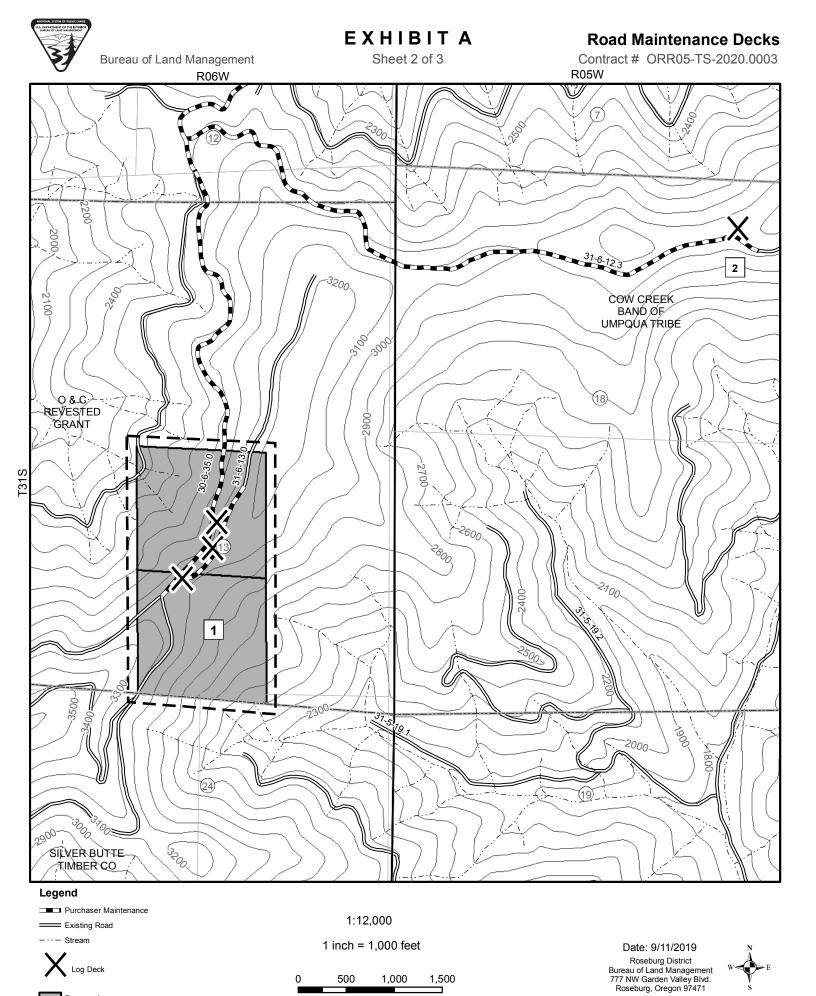
(Continued on Page 4) (Form 5440-9, Page 3)

- 15. UNAUTHORIZED USE OF GOVERNMENT PROPERTY A sale may be refused to high bidder who has been notified that he has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.
- 16. EQUAL OPPORTUNITY CLAUSE This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. Copies of this order may be obtained from the District Manager. 43 CFR 60-1.7(b) requires that the Equal Opportunity Compliance Report Certification will be completed by prospective contractors. Certification may be obtained from District Manager.
- 17. LOG EXPORT All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be 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 saw logs, 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 use; or (4)
- western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimensions or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less;or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to "unprocessed timber". Special reporting, branding and painting of logs may be included in contract provisions.*
- 18. DETAILED INFORMATION Detailed information concerning contract provisions, bid, performance bond forms, tract location maps, and access conditions may be obtained from the District Manager. All persons interested in bidding on the products listed are encouraged to familiarize themselves with all such detailed information.

Township 31 South, Range 5 West, Sections 7 and 8, Willamette Meridian Township 31 South, Range 6 West, Sections 13, Willamette Meridian

Harvest Area	Log Deck Acres	Harvest Method
1	1	Ground
2	1	Ground
3	1	Ground
Total Harvest Area		3 Acres
		160.81 Acres
Total Contract Area		163.81 Acres

^{1.} Blue painted Log Decks are designated to be removed in the reserve area along the 31-6-12.3, 31-6-13.0, 30-6-35.0 roads and Spur 1 as shown on Exhibit A.



Feet

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

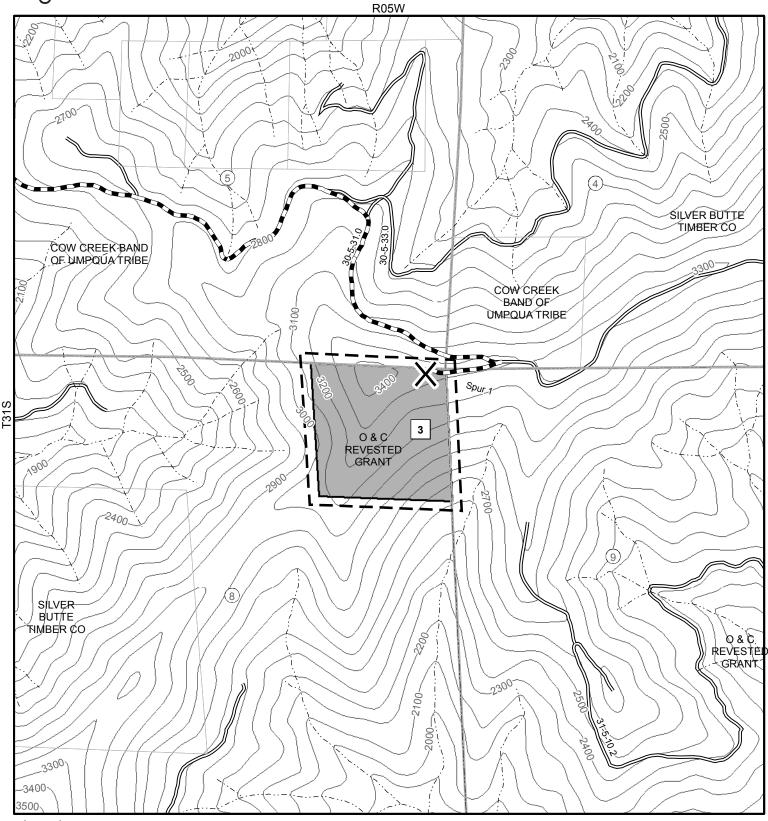
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Bureau of Land Management

EXHIBIT A Sheet 3 of 3

Road Maintenance Decks

Contract # ORR05-TS-2020.0003



Legend

□■□ Purchaser Maintenance

=== Existing Road

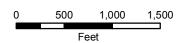
---- Stream





1:12,000

1 inch = 1,000 feet



Date: 9/11/2019 Roseburg District Bureau of Land Management 777 NW Garden Valley Blvd. Roseburg, Oregon 97471



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

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

Contract No.: ORR05-TS-2020.0003

Sale Name: Road Maintenance Decks

Purchaser:

Issuing Office: Roseburg

EXHIBIT B SCALE SALE

PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS

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

Schedule of Species, Measurement Units, and Prices							
Species	Measurement Unit	Price Per Measurement Unit					
Douglas-fir	MBF	\$168.00					
Incense-cedar	MBF	\$190.40					
Grand Fir	MBF	\$112.60					

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

Schedule of Minimum Material Specifications							
Species and Products	Length	Diameter (inside bark at small end)	Net Scale				
All Species	8 feet	6 inches	33 1/3% of gross volume of any log segment				

If Purchaser elects to remove any logs which do not meet the above minimum log specifications and which have not been reserved to Government in Sec. 41 of the contract, such logs shall be scaled for their merchantable content as provided herein and be paid for in accordance with Sec. 2 and 3 of this contract and the value in Section 1 of this Exhibit.

III. Merchantable Timber Remaining - Measurement Requirements - The remaining volume of any merchantable sold timber on the contract area shall be determined as provided in Section 3.(g). of the contract. Purchaser shall pay for same in accordance with Sec. 3 of the contract at the unit prices shown in Section I of this Exhibit.

IV. Scaling

- A. Log Rule and Measurement All logs shall be scaled according to the Northwest Log Rules Eastside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale. A Scaling Authorization Form (OR 5300-18) must be completed prior to beginning of operations.
- B. **Scaling Service** Log scaling services shall be provided and performed by BLM personnel or parties under contract to BLM.
 - 1. All logs shall be scaled and volumes determined by BLM or a certified contract scaler.
 - 2. The BLM scaler or contract scaler is designated to collect Eastside MBF scale data from all loads.
- C. Other Timber If any timber is of a species or size not listed in Section II of this Exhibit (above) or is of a quality different from merchantable timber described herein, the Authorized Officer shall establish volumes and values in accord with Standard BLM methods.
- D. Defect Caused by Abnormal Delay Scaling deductions made for rot, check or other defect resulting from abnormal delay in scaling caused by Purchaser shall be recorded separately and charged to the Purchaser in accordance with Section 3. of the contract.
- E. Log Presentation Purchaser shall present logs so that they may be scaled in an economical and safe manner in accordance with the Memorandum(s) of Agreement for Yard Scaling required in Section IV.G.5. of this Exhibit.
- F. Check Scale The Government will conduct check scales as set forth in Instruction Memorandum OR-2003-081, Item 2b (Administrative Check Scaler). Determinations as to volume of timber made by a government check scaler in conformance with the standards as set forth herein shall be final. All loads check scaled by BLM will be identified with the check scaler's initials legibly marked or painted in the face of the first log in each load. When such checks show a variance in scale in excess of acceptable standards, as set forth in Instruction Memorandum OR-2003-081, Item 2b (Administrative Check Scaler), in two or more consecutive check scales, an adjustment to the volume reported as scaled will be made by BLM. Such adjustments will be made based on the difference between available BLM check scales and the original scale during the period covered by the unsatisfactory check scales. Unless otherwise approved in writing by the Authorized Officer, the volume to which this difference will be applied will be 50 percent of the volume scaled between the last satisfactory

check and the first unsatisfactory check, 100 percent of the volume scaled during the unsatisfactory check, and 50 percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.

G. Accountability

- 1. Purchaser shall notify the Authorized Officer five (5) days prior to starting or stopping of hauling operations performed under the contract.
- 2. All logs will be painted and branded at the landing and accounted for in accordance with Sec. 42(A) of the contract. If Sale Area is within a State that maintains a log brand register, brands shall be registered with the State. Purchaser shall use assigned brand(s) exclusively on logs from this sale until the Authorized Officer releases the brand(s). Each truck driver shall obtain a load receipt and a BLM scaler receipt from the Log Truck Ticket Book issued by the Authorized Officer and comply with the instructions specified on the cover of said book. While products are in transit, the truck driver shall display the load receipt and BLM scaler receipt on the bunk or wing log at the front of the load on the driver's side. All logs on each load shall be delivered to the destination listed on the woods receipt. The BLM scaler receipt shall be surrendered at the location of BLM scaling, the unloading location, or as requested by BLM. A designated area shall be identified at the yard scaling location for logs arriving during off hours. Logs arriving during off hours shall be left on the truck or may be off loaded to the designated area.
- 3. The Purchaser shall not haul logs from the contract area on weekends; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's holidays; or outside the hours of 4:00 a.m. to 8:00 p.m. daily, unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan. (Refer to Section 42(A) of the contract).
- 4. The Purchaser shall furnish BLM a map showing the route which shall be used to haul logs from the timber sale area to the scaling location. Such route shall be the most direct haul route between the two points, unless another route is approved by BLM. The route of haul may be changed only with advance notice to and approval by BLM. The haul route map shall be attached to the Approved Logging Plan.
- 5. All loads will be scaled at scale locations listed on the Scaling Authorization (Form OR 5300-18) as approved by the Authorized Officer. The Purchaser shall ensure that all scale site owners listed on the Scaling Authorization enter into a Memorandum of Agreement for Yard Scaling before requesting BLM approval of the Scaling Authorization. Areas for scaling BLM logs will be designated on the ground and identified on the yard map as required in the Memorandum(s) of Agreement for Yard Scaling.
- 6. Any removal of logs from loaded trucks before being accounted for and/or scaled as required by the contract shall be considered a willful trespass and render the Purchaser liable for damages under applicable law. Any payment made for purchase of such logs shall be deducted from amount due because of trespass.

- H. Scaling Lost Products The value of lost loads shall be equal to the highest value load for the month in which the lost load is hauled regardless of where the highest value load is scaled. If no loads have been scaled in that month, value will be determined from the closest month in which loads were scaled.
- V. Estimated Volumes and Values The following volume estimates and calculations of value of timber sold are made solely as an administrative aid for determining payment amounts, when payments are due, the value of timber subject to any special bonding provisions, and other purposes specified in various portions of the contract. The cutting areas are shown on Exhibit A of the contract.
 - A. Merchantable Timber Volume Removed from Contract Area The total volume of removed timber shall be determined using the Government's records of scaled volumes of timber skidded or yarded monthly, or a shorter period if agreed to by the Purchaser and Government, to loading points or removed from the contract area.
 - B. Merchantable Timber Not Yet Removed from Contract Area The value of merchantable timber which has not been removed will be determined by multiplying the value per acre as shown below times the amount of acreage subject to the purpose of the value determination, as determined by the Authorized Officer:

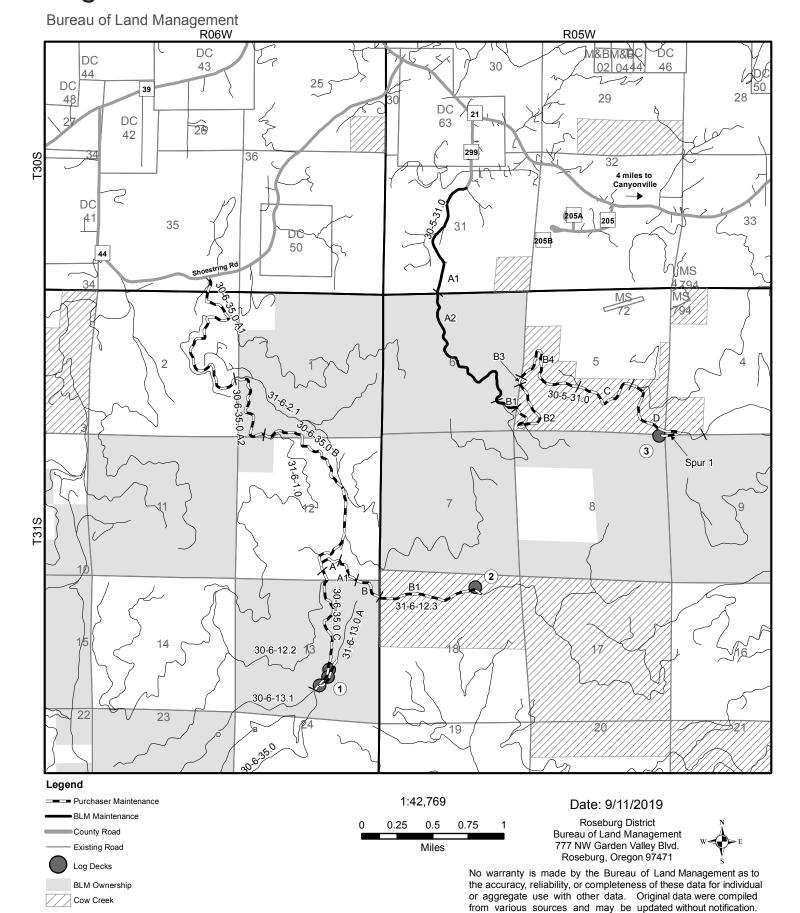
	Total Estimated Purchase Price And/Or Schedule of Volumes and Values for Merchantable Timber Not Yet Removed from Contract Area							
Cuttir	ng Area		nated Volume MBF)	Total Estimated Purchase Price				
Cutting Area Number	Approximate Number of Acres	Volume per Acre Total Volume		Value per Acre	Total Value			
Harvest Area 1	1	266	266	\$44,545.40	\$44,545.40			
Harvest Area 2	1	7	7	\$1,176.00	\$1,176.00			
Harvest Area 3	1	37	37	\$6,127.60	\$6,127.60			
Sale Total	3		310		\$51,849.00			



Road Maintenance Decks

Contract # ORR05-TS-2020.0003

EXHIBIT C



United States Department of the Interior Bureau of Land Management Roseburg District EXHIBIT "C"

Sale Name: Road M	aintenance Decks						
Contract No. ORR05	5-TS-2020.0003						
Road Number	Road Seg.	Segment Length	Segment Owner	Road Use Fees	Surface Type	Timber Haul Fees*	Maintained By
30-5-31.0	A1	0.72	BLM		BST	\$0.92	BLM
30-5-31.0	A2	1.38	BLM		Rock	\$1.35	BLM
30-5-31.0	B1	0.16	BLM		Rock	\$1.35	BLM
30-5-31.0	B2	0.65	Cow Creek	Free Use	Rock		Purchaser
30-5-31.0	В3	0.05	BLM		Rock		Purchaser
30-5-31.0	B4	0.79	Cow Creek	Free Use	Rock		Purchaser
30-5-31.0	С	0.51	Cow Creek	Free Use	Rock		Purchaser
30-5-31.0	D	0.74	Cow Creek	Free Use	Rock		Purchaser
30-6-35.0	A1 (Base)	1.50	Silver Butte	Paid Off	Native		Purchaser
30-6-35.0	A1 (Imp)	1.50	BLM		Rock		Purchaser
30-6-35.0	A2	0.71	Silver Butte	Paid Off	Rock		Purchaser
30-6-35.0	В	1.60	Silver Butte	Paid Off	Rock		Purchaser
30-6-35.0	С	1.06	BLM		Rock		Purchaser
31-6-12.3	A (Base)	0.13	Silver Butte	Paid Off	Native		Purchaser
31-6-12.3	A (Imp)	0.13	BLM		Rock		Purchaser
31-6-12.3	A1	0.23	BLM		Rock		Purchaser
31-6-12.3	В	0.23	BLM		Rock		Purchaser
31-6-12.3	B1	0.72	Cow Creek	Free Use	Rock		Purchaser
31-6-13.0	A (Por)	0.05	BLM		Native		Purchaser
Spur 1	Α	0.15	BLM		Rock		Purchaser

^{*} Rockwear fees payable to segment owner.

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

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

GENERAL - 3000

	<u> </u>
3001	The Purchaser shall be required to maintain all roads listed and/or referenced in section 42(D) Special Provisions of this contract in accordance with Sections 3000, 3100, 3200, 3300, 3400, and 3500 of this exhibit.
3002	The Purchaser shall maintain the cross section of existing dirt or graveled roads to the existing geometric standards. Any roads required to be constructed, improved, or renovated under terms of this contract shall be maintained to the geometric standards required in Exhibit C of this contract.
3003	The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3105.
3004	The Purchaser shall be responsible for providing timely maintenance and cleanup on any roads with logging units substantially completed prior to moving operations to other roads. The maximum length of non-maintained or non-cleanup of the road prism shall not exceed the sum of one (1) mile at any time. Release of maintenance requirements may be granted, upon written request, when the conditions specified in Sections 3300 and 3400 are met satisfactorily.

OPERATIONAL MAINTENANCE - 3100

- The Purchaser shall blade and shape the road surface and shoulders with a motor grader.

 Banks shall not be undercut. Back blading with tractors or similar equipment will be allowed only around landings and other areas when approved by the Authorized Officer.
- The Purchaser shall furnish and place 300 cu. yds. of aggregate, in conformance with Subsection 3102a, on the roadway at locations and in the amounts designated by the Authorized Officer.

This aggregate shall be used to repair surface failures and areas of depleted surface depth excluding damages covered by Section 12 of this contract. The aggregate shall be furnished, hauled, placed, spread and compacted by use of dump trucks, water trucks and motor grader or similar equipment.

3102a Crushed rock material shall consist of hard durable rock fragments conforming to the following gradation requirements (as determined by AASHTO T11 & T27):

Sieve	%
Designation	Passing
1-1/2-inch	100
1-inch	-
3/4-inch	50-90
1/2-inch	-
No. 4	25-50
No. 8	-
No. 30	-
No. 40	5-25
No. 200	2-15

The purchaser shall perform other road cleanup including removal of debris, fallen timber, bank slough, and slides which can practicably be accomplished by a motor grader, rubber tired front end bucket loader, rubber tired backhoe, street sweeper, or comparable equipment, and by the use of hand tools.

3104a Removal of bank slough and slide material includes placement of material at the nearest designated, suitable disposal site where material cannot erode into streams, lakes, or reservoirs or cause undue damage to road fill slopes which have been planted or mulched to control soil erosion as directed by the Authorized Officer.

3104b The Purchaser shall be responsible for removal of all slides or slough, up to fifteen station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the purchaser.

> Prior to removal of any slough or slide material exceeding fifteen station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, method of disposal, and the disposal site. Work may commence immediately after agreement.

Upon completion of agreed upon work, a reduction in timber sale purchase price will be made to offset the cost of the work, based on current BLM Road Cost Guide. Adjustments in purchase price for completed work shall be made as necessary and no less than once per year when actual work is ongoing.

The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe, and maintaining water dips and water-bars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment.

The Purchaser shall be responsible for repair and replacement of all materials eroded from road shoulders and fill slopes, up to fifteen station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the Purchaser. Prior to repair and replacement of eroded material exceeding fifteen station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, borrow source and method of repair. Work may commence immediately after agreement.

Upon completion of agreed upon work, a reduction in timber sale purchase price will be made to offset the cost of the work based upon current BLM Road Cost Guide. Adjustments in purchase price for completed work shall be made as necessary and no less than once per year when actual work is ongoing.

The Purchaser shall cut or trim trees and brush which obstructs vision or prevents the safe passage of traffic along the traveled way when directed by the Authorized Officer.

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The Purchaser shall also cut trees or brush encroaching on the road prism that are a result of his activities or winter damage during the contract period. Disposal of such vegetative material shall be by scattering below the road.

- The Purchaser shall avoid fouling gravel or bituminous surfaces through covering with earth and debris from side ditches, slides or other sources. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway.
- The Purchaser shall perform logging operations on gravel or bituminous roadways only where the locations have been marked on the ground and/or approved by the Authorized Officer.

 Upon completion of log haul, the road surface shall be swept clean of debris. Repair of the roads is not considered maintenance and shall be conducted at the Purchaser's expense.
- Any damage to gravel or bituminous roadways, as a result of logging operations, is not considered maintenance and shall be repaired at the Purchaser's expense.
- The maximum allowable rut depth on aggregate surfaced roads is 2". Roads with ruts exceeding this requirement shall be bladed and brought back into conformance with the typical sections shown in the drawings. Rut depth shall be measured by centering a minimum 3 foot long straightedge across the wheel rut maintaining contact with the aggregate at both ends of the strait edge. The rut depth shall be the distance measured between the bottom of the straight edge and the lowest point of the wheel rut.

SEASONAL MAINTENANCE - 3200

- The Purchaser shall perform preventative maintenance at the end of Purchaser's hauling each season and during non-hauling periods which occur between other operations on the contract area. This includes requirements specified in Section 3100.
- The Purchaser shall perform and complete maintenance specified in Sections 3000, 3100, and 3200 on all roads maintained by the Purchaser, prior to October 1 each year, except as specified in Subsection 3203, after initial commencement of construction or logging operations. Thereafter, all roads shall have continuous preventive maintenance and road cleanup until suspension of seasonal operations. This includes all roads used and not used during the proceeding operating seasons.
- 3203 The Purchaser shall complete road cleanup and maintenance, as specified in Section 3100, at the completion of logging operations on any roads located in an area separate from the area where logging activities will resume.

3204 The Purchaser shall be responsible for performing post storm inspections and maintenance during the winter season to minimize erosion and potential road or watershed damage.

FINAL MAINTENANCE - 3300

3301 The Purchaser shall complete final maintenance and/or damage repairs on all roads used under the terms of their contract within thirty 30 calendar days following the completion of hauling or the expiration of the Purchaser's right to cut and remove timber and in accordance with Sec. 16(b) of this contract. This work shall include any maintenance and/or damage repairs specified in Sections 3000, 3100, and 3200 necessary to meet the conditions specified in Subsection 3002 and shall be executed in accordance with Subsection 3302 of this section.

> The Authorized Officer may grant acceptance of Purchaser's maintenance responsibility in part where certain individual roads or road segments are no longer of any use to the Purchaser's remaining removal operations, providing that all contract requirements as specified under Sec. 16(b), Special Provisions, Sections 3000, 3100, 3200 and 3300 of the maintenance specifications have been completed and a relinquishment of cutting and removal rights on cutting units tributary to these roads is signed by the Purchaser. Request for partial acceptance must be submitted in writing by the Purchaser.

3302 The Purchaser shall perform final road maintenance only when weather or soil moisture conditions are suitable for normal maintenance equipment operations as determined by the Authorized Officer.

> If final maintenance is delayed after the date required in Subsection 3301 of this contract by adverse soil moisture or unsuitable equipment operating conditions, the Purchaser will be notified by the Authorized Officer when soil moisture and equipment operating conditions are suitable. The Purchaser shall then be required to complete final maintenance within 30 days.

OTHER MAINTENANCE - 3400

3401 The Purchaser shall repair any damage to road surfaces that was specified under Subsection 3108. This repair includes restoring the roadway to the designed standard and replacement of surfacing with approved surface material. This repair is not limited to use of equipment specified in Subsection 3104.

The Purchaser shall be permitted to remove ice and snow from roads authorized for use under this contract only when prior written approval has been secured from the Authorized Officer.

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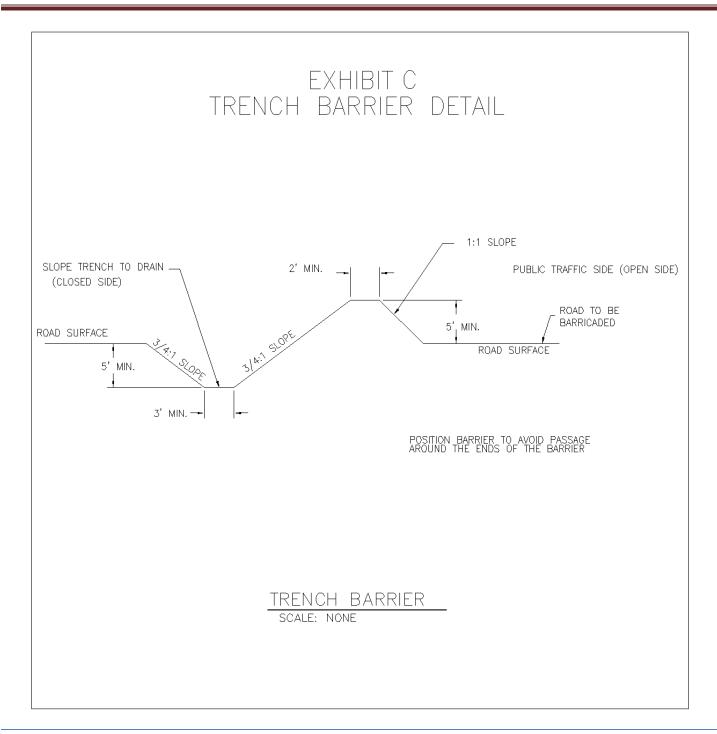
3402

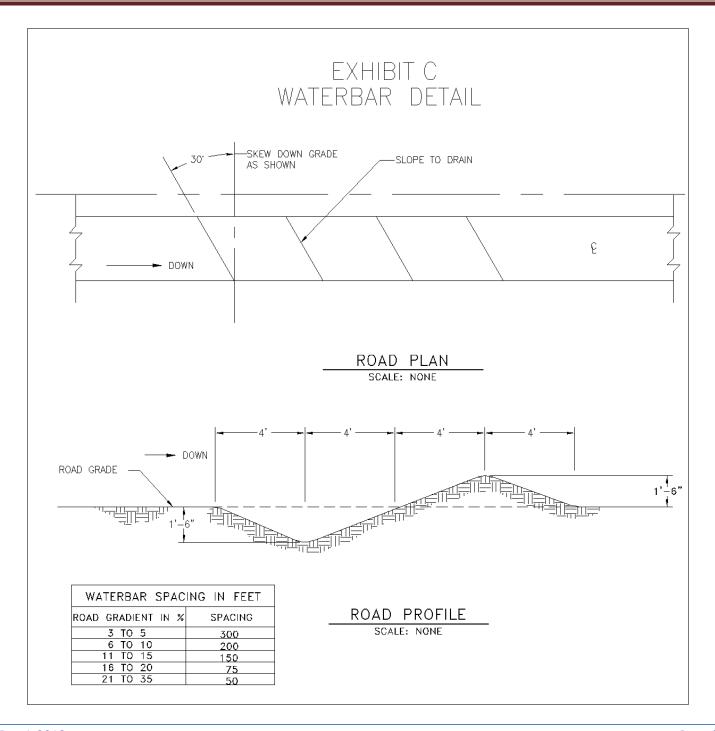
The Purchaser shall submit a written request for permission to remove ice and snow in advance of the date operations are to begin.

Upon receiving written authorization for ice or snow removal, the Purchaser will perform the work according to the conditions and equipment requirements set forth in the authorization.

DECOMMISSIONING - 3500

3501	Decommissioning shall consist of removing culverts, installing water bars, placement of slash, and blocking road from access by vehicles. This work is required for road acceptance under Section 18 of this contract.
3506	Stockpiled slash shall be used to protect exposed areas created by the Purchaser's decommissioning operations described in these sections. Slash shall be uniformly spread and placed without bunching. The operation shall produce a dense, uniform mat. Where slash is not available exposed soil areas shall be stabilized in accordance with Section 1800.
3508	Protect areas treated with slash placement from damage by Purchaser traffic or construction equipment. Damaged areas shall be repaired by the Purchaser.
3509	Access shall be blocked with barricades as shown on the typical detail sheet at locations listed in Section 3503.
3511	Water barring shall be done on designated roadways, turnouts, disturbed areas, and landings.
3513	Water bars shall be installed across full width of roadway at the spacing shown on the Exhibit D Waterbar Detail sheet.
3514	Protection of exposed surfaces shall be accomplished by placement of slash described in Subsection 3506 or placement of soil stabilization material in accordance with Section 1800 on designated roadways landings, cut banks, fill slopes, and other areas disturbed by the purchaser's decommissioning operations in accordance with these specifications and as shown in the plans.







United States Department of the Interior Bureau of Land Management

Timber Appraisal

Sale Name: Road Maintenance Decks

BLM District: Roseburg DO

Contract #: ORR05-TS-2020.0003

Sale Type: Advertised Sale Date:

Tuesday, October 08, 2019

Unit of Measure: **Contract Term:** 3 months

16' MBF

Contract Mechanism: 5450-4

Sale of Timber - Scale Sale

Content

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

Other Allowances

Prepared By: Kehoe, Mark C - 9/16/2019

Approved By: Coppersmith, Jason H - 9/17/2019

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Douglas	31S	6W	13	W1/2SE1/4	Willamette
O&C	Douglas	31S	5W	7	SE1/4SE1/4	Willamette
O&C	Douglas	31S	5W	8	Lot 5	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	296.0	340.0	344.0	0	0	0
Grandfir	7.0	8.0	8.0	0	0	0
Incense-cedar	7.0	8.0	8.0	0	0	0
Totals	310.0	356.0	360.0	0	0	0

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
0.0	0.0	3.0	3.0	103.3

Road N	Maintenance	Decks
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Timber Appraisal Summary

	Logging Cos	ts	Tract Feature	es	
Stump to Tr	uck	\$49,050.04	Quadratic Mean DBH	16.0 ir	
Transportat	ion	\$15,865.00	Average GM Log	78 b	
Road Consti	ruction	\$0.00	Average Volume per Acre	103.3 mb	
Maintenand	e/Rockwear	\$11,384.13	Recovery	86 %	
Road Use		\$0.00	Net MBF volume:		
Other Allow	ances	\$1,080.00	Green	0.0 mb	
Total:		\$77,379.17	Salvage	310 mbf	
Total Loggin	ng Cost per MBF:	\$249.61	Export	0 mbf	
Total Logging Cost per Wibi .		Q243.01	Ground Base Logging:		
	Hailingainn Com		Percent of Sale Volume	100 %	
	Utilization Cer	iters	Average Yarding Slope	15 %	
Location	Distance	% of Net Volume	Average Yarding Distance	30 ft	
Riddle	9.6 miles	87 %	Cable Logging:		
Riddle	8.0 miles	13 %	Percent of Sale Volume	0 %	
			Average Yarding Slope	0 %	
	Profit & Ris	k	Average Yarding Distance	0 ft	
			Aerial Logging:		
Profit		9 %	Percent of Sale Volume	0 %	
Risk		3 %	Average Yarding Slope	0 %	
Total Profit	& Risk	12 %	Average Yarding Distance	0 ft	
			Cruise		
			Cruise Completed	August 2019	
			Cruised By	Mk, SF	
			Cruise Method		

Ocular Estimation of Log Decks.

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	0	296.0	\$474.57	\$56.95	\$249.61	\$0.00	\$168.00	\$49,728.00
Grandfir	0	7.0	\$411.62	\$49.39	\$249.61	\$0.00	\$112.60	\$788.20
Incense- cedar	0	7.0	\$500.01	\$60.00	\$249.61	\$0.00	\$190.40	\$1,332.80
Totals	0	310.0						\$51,849.00

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 %	78.0 %	16.0 %	5.0 %	

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill	No. 6 Sawmill	Camp Run
Incense-cedar							100.0 %

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Grandfir				80.0 %	15.0 %	5.0 %	

Road Maintenance Decks

Unit Summary

ORR05-TS-2020.0003

Unit: Deck Location 3

Species	Net	Gross Merch	Gross	# of Trees			
Douglas Fir	255.0	289.0	292.0	0			
Incense-cedar	6.0	7.0	7.0	0			
Grandfir	5.0	6.0	6.0	0			
Totals:	266.0	302.0	305.0	0			

Net Volume/Acre: 266.0 MBF

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

Unit: Deck Location 4

Species	Net	Gross Merch	Gross	# of Trees	
Douglas Fir	7.0	9.0	10.0	0	
Totals:	7.0	9.0	10.0	0	

Net Volume/Acre: 7.0 MBF

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

Unit: Deck Location 5

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	34.0	42.0	42.0	0
Grandfir	2.0	2.0	2.0	0
Incense-cedar	1.0	1.0	1.0	0
Totals:	37.0	45.0	45.0	0

Net Volume/Acre: 37.0 MBF

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

Total Stump To Truck	Net Volume	\$/MBF	
\$49,050.04	310.0	\$158.23	

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

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Harvester/Forwarder	GM MBF	356.0	\$80.57	\$28,682.92	For processing log decks
Loader	GM MBF	356.0	\$55.02	\$19,587.12	Shovel for loading logs
Subtotal				\$48,270.04	

Additional Costs

Item	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Subtotal				\$0.00	

Additional Moves

Equipment	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Loader	Hour	3.0	\$150.00	\$450.00	For move to/from Ash Creek
Harvester/Forwarder	Hour	3.0	\$110.00	\$330.00	For move to/from Ash Creek
Subtotal				\$780.00	

Comments:

For cut-to-length Harvester:

Fuel @ \$3.10/Gallon, 6 loads/ day @ 4.5 MBF/load

\$80.57 x 356 MBF (16'GM) = \$28,682.92

Shovel for loading:

Fuel @ \$3.10/Gallon, No cutters, 6 loads/day @ 4.5 MBF/load

\$55.02 x 356 MBF (16'GM) = \$19,587.12

Additional Moves: To/From Ash Creek

Harvester/Forwarder: 1 move @ 3 hrs/move @ \$110.00/hr. = \$330.00

Shovel/loader: 1 move @ 3 hrs/move @ \$150.00/hr. = \$450.00

Total: \$780.00

Total	Net Volume	\$/MBF
\$15,865.00	310.0	\$51.18

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Riddle	9.6	From wtd. midpoint	Hour	147.0	\$95.00	\$13,965.00	87 %
Riddle	8.0	From Log Deck	Hour	20.0	\$95.00	\$1,900.00	13 %

Engineering Allowances

Total	Net Volume	\$/MBF
\$11,384.13	310.0	\$36.72

Cost Item	Total Cost
Road Construction:	\$0.00
Road Maintenance/Rockwear:	\$11,384.13
Road Use Fees:	\$0.00

Total	Net Volume	\$/MBF
\$1,080.00	310.0	\$3.48

Environmental Protection

Cost item	Total Cost
Equipment Cleaning (Harvester)	\$165.00
Equipment Cleaning (Shovel/loader)	\$165.00
Subtotal	\$330.00

Slash Disposal & Site Prep

Cost item	Total Cost
Burning Landing Piles	\$125.00
Machine Piling Landings	\$625.00
Subtotal	\$750.00

Comments:

Equipment Cleaning:

Harvester: 3 hrs/piece x \$55.00/hr = \$165.00 Shovel: 3 hrs/piece x \$55.00/hr = \$165.00

Total: \$330.00

Slash Disposal:

5 Decks in 3 locations. 5 Landings: Machine Piling @ \$125.00/landing = \$625.00

Burning:

5 Landings @ \$25.00/landing = \$125.00

Total; \$750.00