

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

Sale Date: August 24, 2011

PROSPECTUS

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

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or his representative, in the timber sale room at the District Office, 1717 Fabry Road, S.E., Salem, Oregon. The timber sale will commence at 9:00 a.m., on Wednesday, August 24, 2011.

THIS TIMBER SALE NOTICE does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003-Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in the South County Spotlight on or about July 30, 2011. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper(s) to ensure accurate knowledge of the exact publication date.

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

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

THE SUCCESSFUL BIDDER, as a condition of award, will be required to sign Form 1140-6, 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. Form 1140-7, Equal Opportunity Affirmative Action Program Representation, must be completed by the successful bidder for all contracts over \$10,000. Form 1140-8, Equal Opportunity Compliance Report Certification, must also be completed by the successful bidder. Form 5450-17, Export Determination, must be completed by the successful bidder. To expedite procedure, this form should be completed and submitted with the written bid.

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

THIS TIMBER SALE has been cruised based upon Eastside Scribner board foot measure. The minimum bid figures shown by species are dollars per thousand board feet (MBF). The minimum bid increment will be \$0.10 per MBF.

A PERFORMANCE BOND in an amount not less than 20 percent of the total purchase price will be required for all contracts of \$2,500 or more. A minimum performance bond of not less than \$500 will be required for all installment contracts less than \$2,500.

QUALIFIED SMALL BUSINESS concerns may apply to SBA for a loan to provide financing for access road construction required under the terms of qualifying timber sale contracts, and necessary contract changes will be made. Approval of loan applications rests with SBA and may be contingent on availability of funds. Applicants for such loans shall notify BLM of their intention to apply for a loan.

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

LOG EXPORT AND SUBSTITUTION: All timber sales shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5420, as amended. The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The Purchaser shall bear any increased costs for log branding and painting.

CONTRACT TERMINATION: A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and /or to modify or terminate the contract when necessary to:

1. Comply with the Endangered Species Act, or;
2. Comply with a court order, or;
3. Protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the (district name) District Record of Decision (ROD) and Resource Management Plan (RMP), or;
4. Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP.

This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

ADDITIONAL INFORMATION concerning this timber sale tract is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office.

Attachments:

Form 1140-4
Form 5450-17
Form 5440-9

TIMBER SALE NOTICE

SALEM DISTRICT
TILLAMOOK RESOURCE AREA
COLUMBIA MASTER UNIT

SALE DATE: August 24, 2011

ORS000-TS11-101, TRIGGER FINGER TIMBER SALE, LUMP SUM SALE

COLUMBIA COUNTY, OREGON: O&C: ORAL AUCTION: BID DEPOSIT REQUIRED: \$83,400.00

All timber designated for cutting on: SE $\frac{1}{4}$ Sec. 7; S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 9, T. 4 N., R. 3 W., WM, Oregon.

THIS TIMBER SALE HAS BEEN CRUISED BASED UPON EASTSIDE SCRIBNER MEASURE.

Minimum bid figures shown by species are dollars per thousand board feet (MBF). The minimum bid increment will be \$0.10 per MBF.

Approx. No. Merchantable Trees	Est. Vol. MBF 32' Log	Est. Vol. CCF	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Volume Times Appraised Price
12,576	2,929	6,184	Douglas-fir	3,580	\$232.20	\$831,276.00
1,120	9	23	red alder	12	\$177.80	\$2,133.60
13,696	2,938	6,207	Totals	3,592		\$833,409.60

LOG EXPORT AND SUBSTITUTION RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and also prohibited from substitution of exported private timber.

CRUISE INFORMATION: The timber volumes were based on a variable plot cruise of 145 acres of partial cut and a 3P cruise of 4 acres of Right-of-Way using form class tables for estimating board feet volume of trees in 16-foot logs. None of the sale volume is salvage material. With respect to the Douglas fir; the average tree is 15 inches DBHOB; the average log contains 59 bd. ft. with 96% recovery; the total gross volume is approximately 3,826 MBF; and 94% recovery is expected.

CUTTING AREA: The sale area consists of three units totaling 149 acres, of which approximately 4 acres is right-of-way. Acres shown on Exhibit A have been computed using a Trimble Geo XR Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

CONTRACT TERMINATION: A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and /or to modify or terminate the contract when necessary to:

1. Comply with the Endangered Species Act, or;
2. Comply with a court order, or;
3. Protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Salem District Record of Decision (ROD) and Resource Management Plan (RMP), or;

4. Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP.

This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

DURATION OF CONTRACT: Will be 36 months for cutting and removal of timber.

LOCATION: Directions from Scappoose, OR, Highway 30.

Turn onto Scappoose-Vernonia Highway, head east for 15 miles, then:

Sec 7 (Unit 1) – just west of Scaponia County Park, head south, through a farm gate, (key required), onto 4N-3-7.3 road, unit is approximately ½ mile from pavement.

Sec 9 (Unit 2) – approximately ¼ mile east of Scaponia County Park, head north on Hawkins Quarry Rd (4N-3-7), (Weyerhaeuser gate, key needed), continue for 2.3 miles then turn right onto 4N-3-4.4 road, continue ½ mile to 4N-3-3.1 road to the right, under powerlines, follow 0.4 miles to 4N-3-9.1 road into sale area.

Sec 9 (Unit 3) – approximately 11 miles east of Scappoose, head north on Tunnel Road (4N-3-10.3), follow 0.6 miles to 4N-3-10.4 road to left, (blue Longview gate, key needed), follow 1.3 miles to 4N-3-4.3 road, go left under powerline 0.1 miles to sale area.

ACCESS AND ROAD MAINTENANCE: Access is provided by Bureau of Land Management (BLM), Longview Timberland LLC., Weyerhaeuser, RMK Select Timberland Investment Fund II LLC and Hancock Forest Management controlled roads. All roads used in conjunction with this sale will be maintained by the Purchaser.

In the use of BLM controlled roads, as shown on Exhibit E, the Purchaser will be required to place **70** cubic yards of crushed rock in lieu of paying a rockwear fee for the transportation of timber included in the contract price.

In the use of roads listed below and shown on Exhibit E, the Purchaser will be required to enter into a license agreement with Longview Timberland LLC. Prior to commencement of operations, the Purchaser shall furnish to the Authorized Officer a copy of the required executed license agreement. These conditions include: Payment to Longview for a road use obligation of (\$429.00) payable at the time indicated in the license agreement. The Purchaser shall place a minimum of **2** cubic yards of aggregate conforming to the requirements in Section 1200 of Exhibit C of this contract, on Longview Timberland LLC controlled roads in lieu of paying a rockwear fee for the transportation of timber included in the contract price over roads below. Provide proof of insurance with limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and provide a performance bond in the amount of \$500.00.

In the use of roads listed below and shown on Exhibit E, the Purchaser will be required to enter into a license agreement with Weyerhaeuser. Prior to commencement of operations, the Purchaser shall furnish to the Authorized Officer a copy of the required executed license agreement. These conditions include: The Purchaser shall place a minimum of **30** cubic yards of aggregate conforming to the requirements in Section 1200 of Exhibit C of this contract, on Weyerhaeuser controlled roads in lieu of paying a rockwear fee for the transportation of timber included in the contract price over roads below. Provide proof of insurance with limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and provide a performance bond in the amount of \$500.00.

In the use of roads listed below and shown on Exhibit E, the Purchaser will be required to enter into a license agreement with RMK Select Timberland Investment Fund II, LLC. Prior to commencement of operations, the Purchaser shall furnish to the Authorized Officer a copy of the required executed license agreement. These conditions include: The Purchaser shall place a minimum of **4** cubic yards of aggregate conforming to the requirements in Section 1200 of Exhibit C of this contract, on RMK Select Timberland controlled roads in lieu of paying a rockwear fee for the transportation of timber included in the contract price over roads below. Provide proof of insurance with limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and provide a performance bond in the amount of \$1,000.00.

In the use of roads listed below and shown on Exhibit E, the Purchaser will be required to enter into an access permit with Hancock Forest Management. Prior to commencement of operations, the Purchaser shall furnish to the Authorized Officer a copy of the required executed license agreement. These conditions include: Payment to Hancock for a road use obligation of (\$863.90) payable at the time indicated in the license agreement. The Purchaser shall place a minimum of **48** cubic yards of aggregate conforming to the requirements in Section 1200 of Exhibit C of this contract, on Hancock controlled roads in lieu of paying a rockwear fee for the transportation of timber included in the contract price over roads below. Provide proof of insurance with limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and provide a performance

Purchaser maintenance shall include frequent blading and shaping of road surface; ditch, culvert, and catch basin cleaning; removal of minor slides and other debris. Roads shall be left in a condition to withstand adverse weather at the end of the seasonal operations.

ROAD CONSTRUCTION AND RENOVATION: The purchaser will be required to do all work set forth below. The purchaser shall supply all materials unless otherwise indicated.

1. **Road Construction:**

Road P1, 940', 14' outsloped subgrade, natural surface, decommission after use.

Road P2, 1055', 14' outsloped subgrade, natural surface, decommission after use.

Road P4, 130', 14' outsloped subgrade, natural surface, decommission after use.

2. **Renovation:**

Road P2, 630', 14' outsloped subgrade, existing surface, decommission after use.

Road P3, 2210', 14' outsloped subgrade, existing surface, decommission after use.

Road 4N-3-3.1, 0.39 mi., 16' ditched subgrade, existing surface, surface blading

Road 4N-3-4.3, 0.21 mi., 14' ditched subgrade, existing surface, surface blading

Road 4N-3-4.4, 0.55 mi., 16' ditched subgrade, existing surface, surface blading

Road 4N-3-7.0, 2.27 mi., 16' ditched subgrade, existing surface, surface blading

Road 4N-3-7.1, 0.50 mi., 16' ditched subgrade, existing surface, surface blading place spot rock

Road 4N-3-7.2, 0.25 mi., 16' ditched subgrade, existing surface, surface blading place spot rock

Road 4N-3-7.3, 0.60 mi., 16' ditched subgrade, existing surface, surface blading place spot rock

Road 4N-3-9.1, 0.07 mi., 14' ditched subgrade, existing surface, surface blading

Road 4N-3-10.3, 0.67 mi., 16' ditched subgrade, existing surface, surface blading place spot rock

Road 4N-3-10.4, 1.34 mi., 16' ditched subgrade, existing surface, surface blading place spot rock

3. Estimated Quantities:

- a. Clearing:
4.1 acres
- b. Roadside Brushing:
6.85 miles of roadside brushing
- d. Aggregate Material:

<u>Quantity</u>	<u>Description</u>
260 cubic yards	1 ½" minus crushed rock – Construction Rock
400 cubic yards*	1 ½" minus crushed rock – Maintenance Rock

*(The total maintenance rock amount includes all of the rock to be placed in lieu of rockwear fees as described in exhibit D)

Rock Source: Commercial

DECOMMISSIONING

Roads P1, P2, P3 and P4 shall be decommissioned by subsoiling. Decommissioning shall include: subsoil to a depth of 18 inches, waterbar and blocked upon completion of logging. Clearing debris shall be placed on and around the barriers so as to prevent further use of the road by vehicles. Total length of road to be decommissioned by subsoiling is 0.94 miles.

OTHER

Blading and compacting of all subgrades and surfacing layers shall be required.

Right of way debris shall be disposed of by scattering on all roads.

All natural surfaced roads shall be waterbarred and blocked at the end of seasonal operations.

Grass seeding shall be required on all newly disturbed areas. Grass seed shall be furnished by the Government.

All areas of disturbed soil around "live" water shall be straw mulched.

SPECIAL ATTENTION ITEMS:

- Sec. 40 - Reserve trees are marked with orange paint.
- Sec. 41. l-m – Seasonal Restrictions
- Sec. 41. ff – Fuels treatment, Exhibit F and G
- Sec. 41. cc – Hiking trail clearing

DESIGNATION AND SALE OF ADDITIONAL TIMBER (Sec. 41.h.)

This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient purchaser operations. These provisions include:

-The designation and sale of additional timber, such as corridor and guyline trees, at contract price, as necessary to facilitate safe and efficient logging. Such trees may be felled and removed when they are painted by the Authorized Officer;

-Sale of additional timber volume at current fair market value where the species and/or size of trees are not representative of the forest stand(s) being thinned;

-Government reservation of trees previously marked for cutting (replacement) when the Authorized Officer determines that it is necessary in order to maintain stand densities consistent with objectives set forth in management prescriptions;

-The use of unilateral modifications executed by BLM for such additional timber and replacement timber;

-Revocation of the purchaser's right to cut additional timber if the Authorized Officer determines that trees have been cut and removed that were not previously marked and approved for cutting and removal by the Authorized Officer; and,

-It is estimated that approximately 358 MBF of such additional timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal

Seasonal Restriction Matrix

***Restricted Times are Shaded**

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Activity												
Cable and Ground Yarding												
Hauling												
Road Construction/Maintenance												

TIMBER SALE CONTRACT SPECIAL PROVISIONS

Sec. 40.

RESERVED

- a. All timber on the reserve area(s) shown on Exhibit A and all painted orange and/or posted trees which are on or mark the boundaries of the reserve areas and/or Right-of-Way Areas of the roads to be constructed shown on Exhibit A.
- b. All trees marked with orange paint in the partial cut areas shown on Exhibit A.
- c. All snags and dead and down trees in the partial cut areas shown on Exhibit A, unless approved by the Authorized Officer.

Sec. 41. Special Provisions

LOGGING

a. Periodic Payment and First Installment Adjustment

1. Notwithstanding the provisions of Sec. 3(b), the amount of the first installment may be reduced by the Government when the Contracting Officer requests the Purchaser to interrupt or delay operations for a period expected to last more than thirty (30) days during the operating season. Such interruption or delay must be beyond the Purchaser's control. Operating Season shall be defined, for this purpose, as the time of year in which operations of the type required are normally conducted and not specifically restricted under the contract. The first installment may be reduced to five (5) percent of the installment amount listed in Sec. 3(b), during the delay period. The Purchaser must request such a reduction in writing. When the Contracting Officer notifies the Purchaser that operations may proceed, the Purchaser shall have fifteen (15) days after such notification to return the first installment to the full value specified in Sec. 3(b). Failure to return the first installment to the full value within the allotted time will be considered a material breach of contract. No timber shall be cut or removed from the contract area until the first installment is restored to the full amount.

2. Notwithstanding the provisions of Sec. 3(b), adjustments in the due dates for periodic payments may be made by the Government if the Contracting Officer interrupts or delays contract operations for a period expected to last at least thirty (30) days, and the interruption or delay is beyond the Purchaser's control. Any adjustment made shall provide the Purchaser with an equal amount of operating time as would have been available without the delay. The Purchaser shall request such adjustment in writing before the due date for a periodic payment contained in Sec. 3(b).

b. Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to 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. The Purchaser shall provide a minimum of seven (7) days' notice when requesting the scheduling of a pre-work conference.

c. Before beginning operations on the contract area for the first time or after a shutdown of fourteen (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 fourteen (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 seven (7) or more days.

d. In the Partial Cut Areas shown on Exhibit A, all trees designated for cutting shall be felled and cut into log lengths not to exceed forty (40) feet plus trim before being yarded, unless otherwise approved by the Authorized Officer.

e. No trees may be felled across or into the reserve areas designated on Exhibit A.

f. In the Partial Cut Area – Skyline Yarding shown on Exhibit A, yarding shall be done with a skyline-type cable system. The skyline-type system shall be equipped with a clamping energized or mechanical slackpulling carriage that has at least seventy-five (75) feet lateral yarding capabilities. The carriage shall be capable of being held in position on the skyline during all lateral yarding and shall be able to pass intermediate support jacks as required. Skyline yarding roads shall be spaced an average of one hundred fifty (150) feet apart at the point where the skyline intersects the Partial Cut Area boundaries. Skyline yarding roads shall be located perpendicular to the yarding slope unless otherwise approved by the Authorized officer. The Purchaser shall directionally fall trees into the lead with the yarding direction. The leading end of all logs shall be transported free of the ground during yarding. The rigging of tail or lift trees, intermediate supports and use of tail holds outside the Partial Cut Areas shall be required where necessary to meet this requirement.

g. In the “Partial Cut Area - Ground-Based areas” shown on Exhibit A, equipment shall not exceed a ground pressure rating of 8 p.s.i. (pounds per square inch), and shall be tracked-mounted, have a boom mounted cutting head or grapple and be approved by the Authorized Officer. Yarding shall be done so that the lead-end of the log is lifted fully off the ground. Skid roads shall be spaced no closer than 150 feet unless otherwise approved by the Authorized Officer. Ground based skidding equipment shall not operate off of existing skid roads within 240 feet of streams. Excavation on designated skid roads shall be limited to a maximum cut of one foot unless authorized by the Authorized Officer. All trees that must be removed to facilitate construction of these skid roads shall be felled prior to falling operations in the remainder of this area. The Purchaser shall directionally fall trees into the lead with the skidding direction and winch or carry to these skid roads. All equipment operated off of skid roads shall operate on a continuous layer of slash, no more than two passes over the same ground shall be permitted. Immediately following ground-based yarding activities for any operating season, the Purchaser shall construct water bars and block skid trails as designated by the Authorized Officer.

h. Before cutting and removing any trees necessary to facilitate logging in the Partial Cut Areas shown on Exhibit A, the Purchaser shall identify the location of skid roads, cable yarding roads, and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. 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:

1. All skid roads and/or cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees; however, unless otherwise approved in writing by the Authorized Officer, the width of both skid roads and cable roads shall be limited to twelve (12) feet.
2. The Purchaser may immediately cut and remove additional timber to clear skid roads and cable yarding roads; and provide tailhold, tieback, guyline, lift and intermediate support trees; and clear danger trees when the trees have been marked with a non-reserve color of 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 Sec. 3 (b). of the contract or sufficient bonding has been provided in accordance with Sec. 3. (d). of the contract.
3. 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 Sec. 9 of the contract; or, the Authorized Officer determines that the tree species are not listed in Exhibit B of this contract and otherwise reserved in Section 40 of the contract shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Sec. 8 of the contract.
4. 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.
5. 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 Sec. 8 or Sec. 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.

6. The Government may reserve trees previously designated for cutting and removal by applying orange paint as replacements for additional trees cut and removed for skid roads and/or cable yarding roads when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescriptions. This may include the replacement of trees damaged by storm events, or 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.

i. No yarding or loading is permitted in or through the reserve area, shown on Exhibit A, unless approved by the Authorized Officer.

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

k. Excessive damage to reserve timber, as determined by the authorized officer, will result in suspension of yarding operations until corrective measures to prevent further damages have been approved by the authorized officer.

SEASONAL RESTRICTIONS

l. No yarding or hauling shall be conducted on the partial cut areas shown on Exhibit A between October 16 of one calendar year and May 31 of the following calendar year, both days inclusive, and during other periods of wet soil conditions as determined by the Authorized Officer.

m. No road renovation, road construction, road decommissioning, or road maintenance shown on Exhibit C and E shall be conducted between October 16 of one calendar year and May 31 of the following calendar year, both days inclusive, and during other periods of wet soil conditions as determined by the Authorized Officer.

ROAD CONSTRUCTION, IMPROVEMENT, RENOVATION, MAINTENANCE AND USE

n. The Purchaser shall construct natural surfaced spurs P1, P2 (Sta. 6+30 to 16+85) and P4. Renovate roads P2 (Sta. 0+00 to 6+30), P3, 4N-3-3.1, 4N-3-4.3, 4N-3-4.4, 4N-3-7, 4N-3-7.1, 4N-3-7.2, 4N-3-7.3, 4N-3-9.1, 4N-3-10.3 and 4N-3-10.4. All roads are to be constructed or renovated in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof.

o. Any required construction, improvement and renovation of roads shall be completed and accepted prior to the removal of any timber, except right-of-way timber, over that road.

p. Within 30 days of completion of yarding and hauling operations, the Purchaser shall subsoil roads P1, P2, P3 and P4 as shown on Exhibit C. Subsoiling shall consist of loosening the soil to a depth of eighteen (18) inches utilizing a winged subsoiler acceptable to the Authorized Officer, described in Exhibit H, "Special Provisions for Tractor Subsoiler" of this contract which is here to attached and made a part of.

No subsoiling shall be required where the road traverses rock outcroppings. All natural water courses shall be opened to prevent erosion of the road. Free draining, non-drivable waterbars shall be constructed to the dimensions of the waterbar detail on page 19 of Exhibit C and in locations directed by the Authorized Officer, to encourage free drainage. All culverts shall be removed and disposed of by the Purchaser. Barriers shall be constructed and clearing debris shall be placed on and around the barriers so as to prevent further use of the road by vehicles.

q. The Purchaser is authorized to use the roads listed below and shown on Exhibit E which are under the jurisdiction of the Bureau of Land Management for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C provided that the Purchaser comply with the conditions set forth in Section 41 s. and pay the required rockwear obligation described in Section 41 r. The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification of the contract.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
P1	0.18	BLM	Natural	Purchaser
P2	0.32	BLM	Natural	Purchaser
P3	0.42	BLM	Natural	Purchaser
P4	0.03	BLM	Natural	Purchaser
4N-3-7 C-E	1.13	BLM	Crushed Rock	Purchaser
4N-3-7.1	0.50	BLM	Crushed Rock	Purchaser
4N-3-7.2	0.25	BLM	Crushed Rock	Purchaser
4N-3-7.3	0.60	BLM	Crushed Rock	Purchaser

r. In lieu of paying the Government a road maintenance obligation for rockwear, the Purchaser shall place **70** cubic yards of aggregate conforming to the requirements in Section 1200 of Exhibit C of this contract, on BLM controlled roads as directed by the Authorized Officer for the transportation of timber included in the contract price and for transportation of any mineral material required under terms of the contract over road or roads listed in Section 41 q.

s. The Purchaser shall perform any road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract which is attached hereto and made a part hereof.

t. In the use of roads listed below and shown on Exhibit E, the Purchaser will be required to enter into a license agreement with Longview Timberland LLC. Prior to commencement of operations, the Purchaser shall furnish to the Authorized Officer a copy of the required executed license agreement. These conditions include: Payment to Longview for a road use obligation of (\$429.00) payable at the time indicated in the license agreement. The Purchaser shall place a minimum of **2** cubic yards of aggregate conforming to the requirements in Section 1200 of Exhibit C of this contract, on Longview Timberland LLC controlled roads in lieu of paying a rockwear fee for the transportation of timber included in the contract price over roads below. Provide proof of insurance with limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and provide a performance bond in the amount of \$500.00.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
4N-3-4.3	0.22	Longview	Crushed Rock	Purchaser
4N-3-10.4 B	0.50	Longview	Crushed Rock	Purchaser

u. In the use of roads listed below and shown on Exhibit E, the Purchaser will be required to enter into a license agreement with Weyerhaeuser. Prior to commencement of operations, the Purchaser shall furnish to the Authorized Officer a copy of the required executed license agreement. These conditions include: The Purchaser shall place a minimum of **30** cubic yards of aggregate conforming to the requirements in Section 1200 of Exhibit C of this contract, on Weyerhaeuser controlled roads in lieu of paying a rockwear fee for the transportation of timber included in the contract price over roads below. Provide proof of insurance with limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and provide a performance bond in the amount of \$500.00.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
4N-3-3.1 B	0.23	Weyerhaeuser	Crushed Rock	Purchaser
4N-3-7 A-B	0.59	Weyerhaeuser	Crushed Rock	Purchaser
4N-3-9.1	0.07	Weyerhaeuser	Crushed Rock	Purchaser

v. In the use of roads listed below and shown on Exhibit E, the Purchaser will be required to enter into a license agreement with RMK Select Timberland Investment Fund II, LLC. Prior to commencement of operations, the Purchaser shall furnish to the Authorized Officer a copy of the required executed license agreement. These conditions include: The Purchaser shall place a minimum of **4** cubic yards of aggregate conforming to the requirements in Section 1200 of Exhibit C of this contract, on RMK Select Timberland controlled roads in lieu of paying a rockwear fee for the transportation of timber included in the contract price over roads below. Provide proof of insurance with limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and provide a performance bond in the amount of \$1,000.00.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
4N-3-10.3	0.67	RMK	Crushed Rock	Purchaser
4N-3-10.4 A	0.84	RMK	Crushed Rock	Purchaser

w. In the use of roads listed below and shown on Exhibit E, the Purchaser will be required to enter into an access permit with Hancock Forest Management. Prior to commencement of operations, the Purchaser shall furnish to the Authorized Officer a copy of the required executed license agreement. These conditions include: Payment to Hancock for a road use obligation of (\$863.90) payable at the time indicated in the license agreement. The Purchaser shall place a minimum of **48** cubic yards of aggregate conforming to the requirements in Section 1200 of Exhibit C of this contract, on Hancock controlled roads in lieu of paying a rockwear fee for the transportation of timber included in the contract price over roads below.

Provide proof of insurance with limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and provide a performance bond in the amount of \$1,000.00.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
4N-3-3.1 A	0.13	Hancock	Crushed Rock	Purchaser
4N-3-4.4	0.56	Hancock	Crushed Rock	Purchaser
4N-3-7 F-G	0.52	Hancock	Crushed Rock	Purchaser

x. 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, 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.

y. The Purchaser shall be required to secure written approval to use vehicles or haul equipment over Government-owned or controlled bridges when such vehicles or equipment exceed the maximum allowable weights or dimensions established by the State for vehicles operating without a permit.

Tracked-type equipment shall not be allowed to cross over concrete-bridge decks, other concrete surfaced structures, or asphalt surfaced roads without the proper protection of that surface. Prior approval shall be obtained from the Authorized Officer when crossing with protective devices.

Details of such equipment shall be furnished to the Authorized Officer for evaluation of load characteristics at least fifteen (15) days prior to proposed move in.

Details shall include:

- A. Axle weights when fully loaded.
- B. Axle spacing.
- C. Transverse wheel spacing.
- D. Tire size.
- E. Outside width of vehicles.
- F. Operating speed.
- G. Frequency of use.
- H. Special features (e.g., running tracks, overhang loads, etc.).

The Purchaser shall be responsible for repair of any damage to roads or structures caused by the use of overweight or overdimension or tracked vehicles or equipment: (1) without written approval, or (2) in violation of the conditions of a written approval, or (3) in a negligent manner. The amount of actual damage shall be determined by the Authorized Officer following technical inspection and evaluation.

ENVIRONMENTAL PROTECTION

z. If in connection with operations under this contract the Purchaser, his contractors, subcontractors, or the employees of any of them, discover, encounter, or become aware of any objects or sites of cultural value on the contract area such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Authorized Officer.

aa. In addition to the requirements set forth in Section 25 of this contract, the Purchaser shall power wash all road construction and ground-based logging equipment including loaders and mechanically propelled brush cutters, prior to entry onto BLM lands each work season, or before returning to BLM lands after leaving it. Equipment shall be inspected by the Authorized Officer at a site approved by the Authorized Officer to verify that the equipment has been reasonably cleaned prior to entry onto BLM lands.

bb. The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:

- (1) 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;
- (2) when, in order to comply with the Endangered Species Act (or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Salem District Record of Decision (ROD) and Resource Management Plan (RMP)), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (3) federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;
- (4) other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;
- (5) 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;
- (6) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (7) species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and

RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;

- (8) when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminated 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.h. of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

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

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

The Contracting Officer may determine that it is necessary to terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, protect occupied marbled murrelet sites in accordance with the ROD and RMP, protect species that have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, marbled murrelet occupied site protection in accordance with the ROD and RMP, survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

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

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

MISCELLANEOUS

cc. At the completion of cable yarding operations in Unit 1, all logging slash and debris at least two (2) inches in diameter or larger and longer than 2 feet shall be removed from the hiking trail, shown on the Exhibit A, to provide a three (3) foot wide corridor.

dd. The Government, at its option, may administratively check scale any portion of the timber removed from the contract area, and if necessary, conduct check scaling of independent scalers contracted to BLM for administrative check scaling purposes. The Purchaser hereby agrees to make such contract timber available for such scaling at a location or locations to be approved in writing by the Authorized Officer. At the approved location or locations, the Purchaser shall provide an area for logs to be safely rolled out for scaling, to unload logs from trucks, place logs in a manner so that both ends and three faces of each log are visible for scaling, and to reload or remove logs after scaling has been completed. In the event that BLM elects to administratively check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows. If the entire sale is check scaled, the purchase price of this contract shall be reduced by \$1,796.00. In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of \$1,796.00 which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction

in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling. Scaling shall be conducted in accordance with the Northwest Log Rules, Eastside Scribner, by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report will be made available to the Purchaser upon request.”

FIRE PROTECTION

ee. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions when operating at Oregon Department of Forestry Industrial Fire Precaution Level (IFPL) I (Closed Fire Season). At IFPL II and III, additional fire prevention and control provisions may be added as determined by the Authorized Officer and specified in written instructions to the Purchaser to mitigate dry fuel and weather conditions.

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

(2) Provide and maintain in good working order, and immediately available on the contract area, the following equipment for use during closed fire season or periods of fire danger:

(a) Fire fighting tools shall be kept at each landing or at such other place at the Authorized Officer shall designate whenever people are working on the contract area. All fire fighting tools shall be kept in a sturdily constructed box which shall be painted red and lettered on the front or top in large letters “For Fire Only.” The box shall have a hinged lid and a hasp by which the lid can be sealed. One (1) box may serve two landings, not over six hundred (600) feet apart. When filled, the box shall not weigh over two hundred (200) pounds. The fire tools shall be in good condition, be tight on strong handles, and have sharp cutting edges. There shall be not less than four (4) tools in each box or less than one (1) tool for each man working on the contract area. Three-fourths (3/4) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.

(b) At each landing or such other place as the Authorized Officer shall designate during periods of operation, one (1) tank truck of one thousand (1000) gallons or more capacity, or multiple engines equal to 1000 gallons capacity, with five hundred (500) feet of 1 ½ inch hose, one thousand (1000) feet of 1 inch hose, one (1) 1 ½ inch gated wye, one (1) 1 inch gated wye, two (2) 1 ½ to 1 inch reducers, and three (3) 1 inch nozzles. The tank truck or smaller engines shall be equipped with a pump capable of delivering a minimum of forty (40) pounds per square inch (psi) engine pressure through fifty (50) feet of 1 ½ inch hose. The pump may be either a power take off (PTO), or a truck-mounted auxiliary engine. All equipment shall be acceptable to the Authorized Officer and shall conform to the standards set forth in Oregon Revised Statutes 477.645 through 477.670 and any rule promulgated pursuant to these statutes. All hose couplings shall have the standard thread adopted by the BLM (1 ½ inch National Hose Thread (NH), 1 inch National Pipe Straight Hose Thread (NPSH) or be provided with suitable adapters. At the close of each working day, all bulldozers, tank trucks, and/or engines shall be filled with fuel and made ready for immediate use. All tank trucks, and /or engines and portable tanks shall be filled with water and made available for immediate use.

(c) Two (2) backpack pumps at each landing and one (1) at each tail block, or any other block, all to be kept full of water and in good operating condition.

(d) A chemical fire extinguisher of at least eight (8) ounces minimum capacity of a type approved by the Oregon State Forester and a size 0 or larger shovel shall be carried during the closed fire season or periods of fire danger by each falling crew and each buckner using a power saw on the contract area. Such fire extinguisher shall be filled and in effective operating condition and shall at all times be immediately available to the operator when the saw is being fueled or the motor of the saw is running. Any fueling of a power saw shall be done in an area which has first been cleared of all flammable material. Power saws shall be moved at least twenty (20) feet from the place of fueling before the engine is started. Each power saw shall be equipped with an exhaust system and a spark arresting device which are of types approved by the Oregon State Forester.

(e) Where blocks and cables are used on the contract area during periods of fire danger, the Purchaser shall remove all flammable material within ten (10) feet from the place where the tail or any other block shall hang when the cable is tight. Such clearings shall be inspected periodically by the Purchaser and shall be kept free of flammable material.

(f) During Oregon Department of Forestry Regulated Use Closure, no smoking shall be permitted outside of closed vehicles.

LOGGING RESIDUE REDUCTION

ff. Immediately upon completion of harvest on any individual units, logging slash shall be treated as described in Exhibits F and G, attached hereto and made a part hereof.

LOG EXPORT RESTRICTION

gg. All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export under the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses; or (4) western redcedar 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 timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8-3/4) inches in thickness or less; (6) shakes and shingles. Substitution will be determined under the definition found in 43 CFR 5400.0-5(n).

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

1. Date of last export sale.
2. Volume of timber contained in last export sale.
3. Volume of timber exported in the past twelve (12) months from the date of last export sale.
4. Volume of Federal timber purchased in the past twelve (12) months from date of last export sale.
5. Volume of timber exported in succeeding twelve (12) months from date of last export sale.
6. Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.

In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a "Certificate as to Nonsubstitution and 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 the form specified by the Authorized Officer and furnish the information to the Authorized Officer.

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

Unless otherwise authorized in writing by the Authorized Officer, the Purchaser shall, prior to the removal of timber from the contract area, brand with Purchaser's registered log brand at least one end of each log, bolt, or other roundwood and identify each of these by painting with highway yellow paint.

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.

Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs with a scaling diameter (small end inside bark) of over 10 inches, prior to the removal of timber from the contract area. All loads of 11 logs or more will have a minimum of 10 logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs will be branded on loads of 10 logs or less. One end of all branded logs to be processed domestically will be marked with a 3 square inch spot of highway yellow paint. The Purchaser will stop trucks for accountability monitoring at mutually agreed upon locations when notified by the Authorized Officer. If multiple trailers (mule trains) are used, each bunked load shall be considered an individual load, and these guidelines will apply to each bunked load. If a flatbed stake trailer is used, each bundle will be treated as a separate load.

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

EQUAL OPPORTUNITY IN EMPLOYMENT

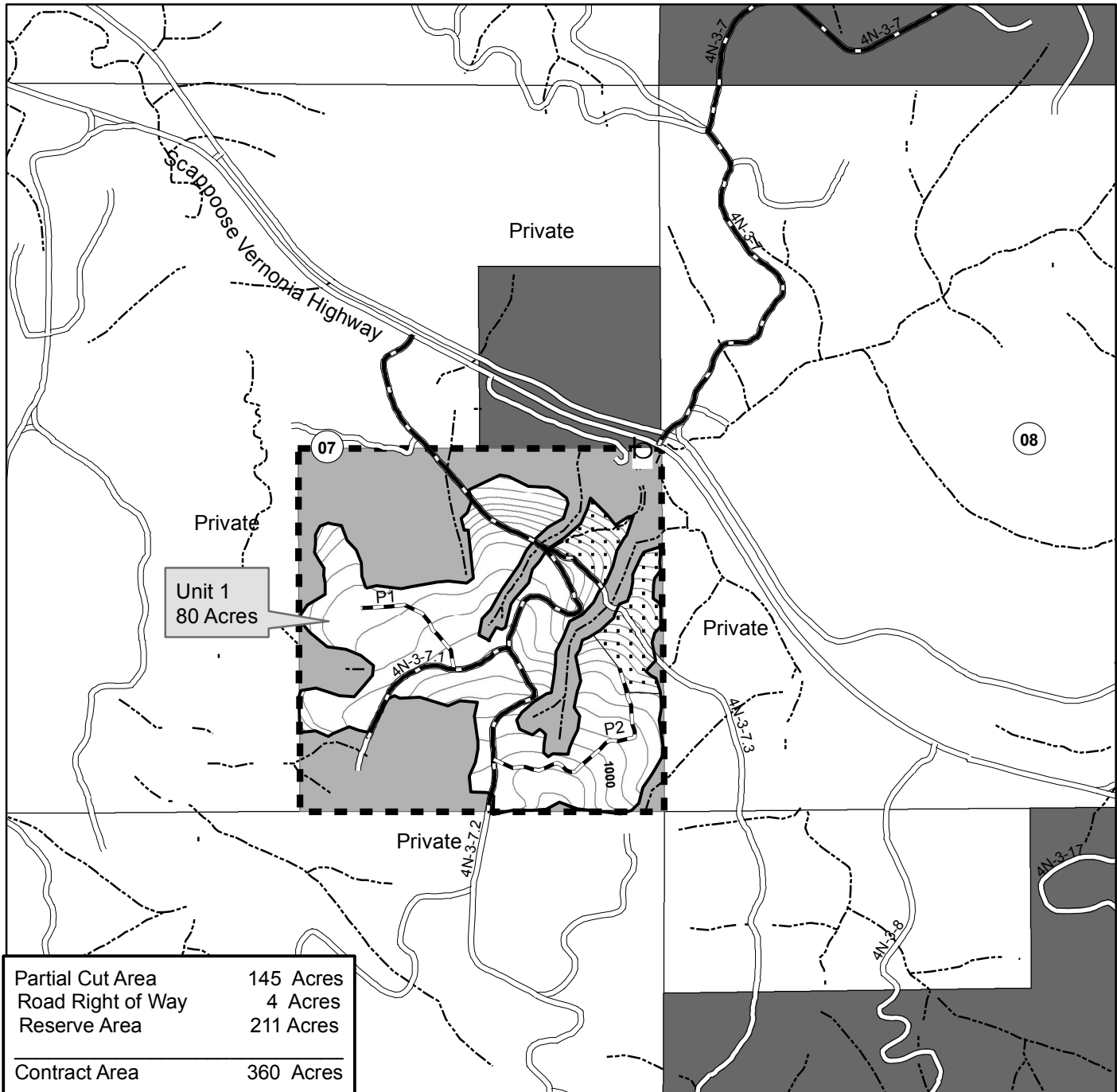
hh. Certification of Nonsegregated Facilities, Form 1140-3, is attached hereto and made a part hereof.

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
TIMBER SALE CONTRACT MAP

Contract No. ORS000-TS11-101
Trigger Finger Timber Sale
Exhibit A
Page 1 of 2

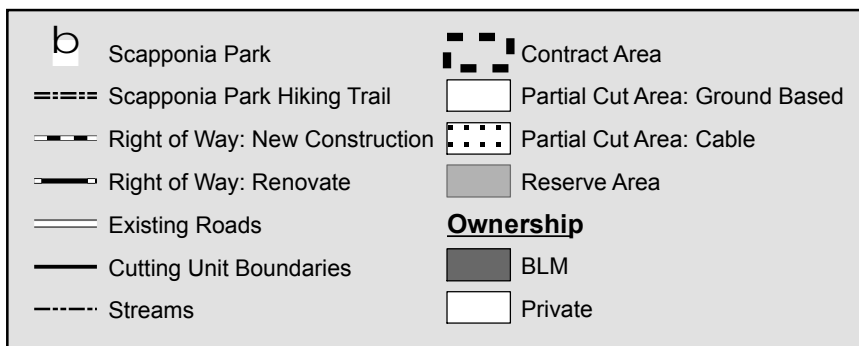
July 14th, 2011

T. 4N, R. 3W, Section 7 & 9 W. M. - SALEM DISTRICT - OREGON



Contour Interval : 20'

1,000 500 0 Feet



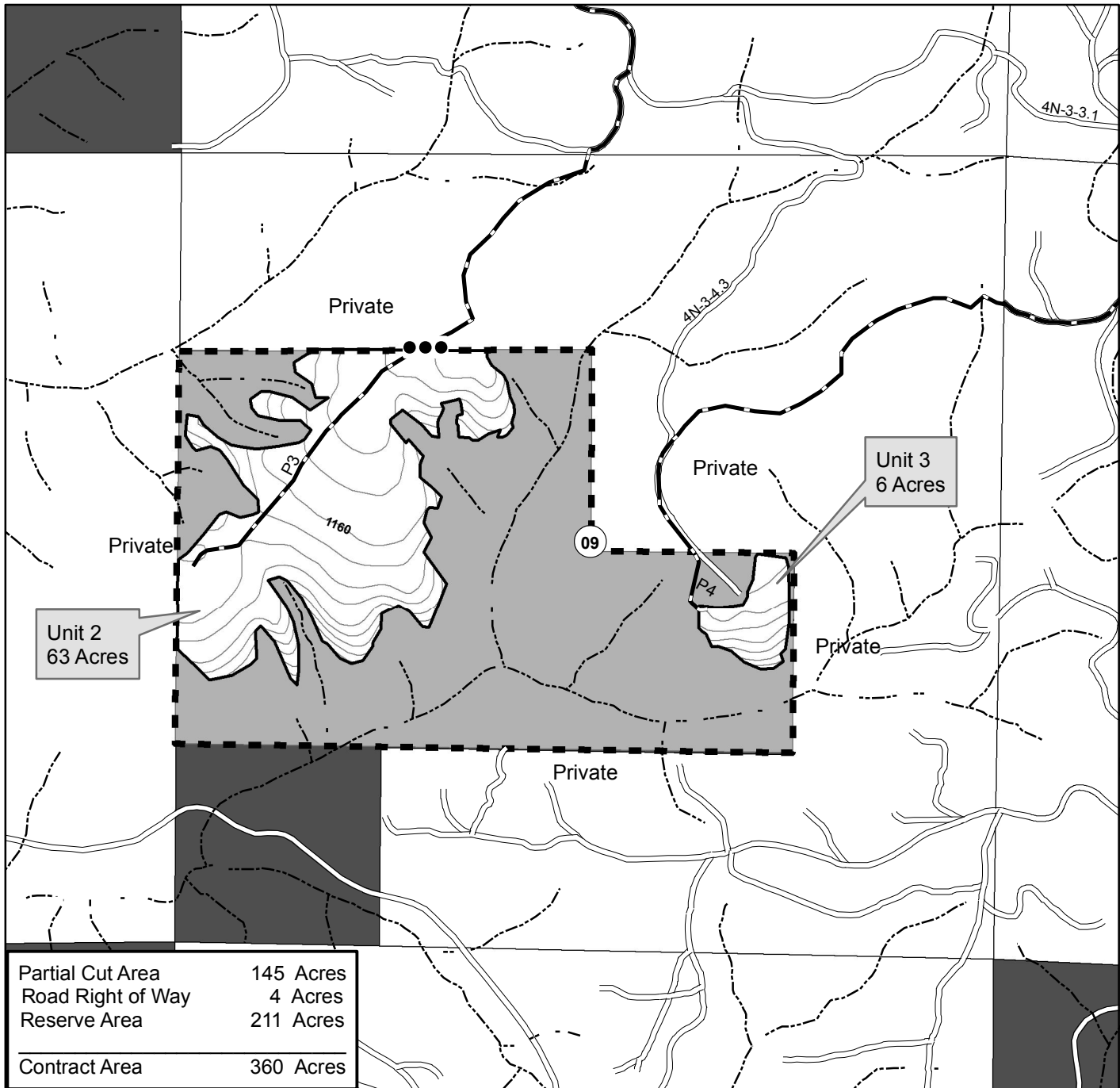
Note: Boundaries of Harvest Areas are posted and/or painted orange.
Acres shown on Exhibit A for partial cut have been computed using a Trimble Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
TIMBER SALE CONTRACT MAP

Contract No. ORS000-TS11-101
Trigger Finger Timber Sale
Exhibit A
Page 2 of 2

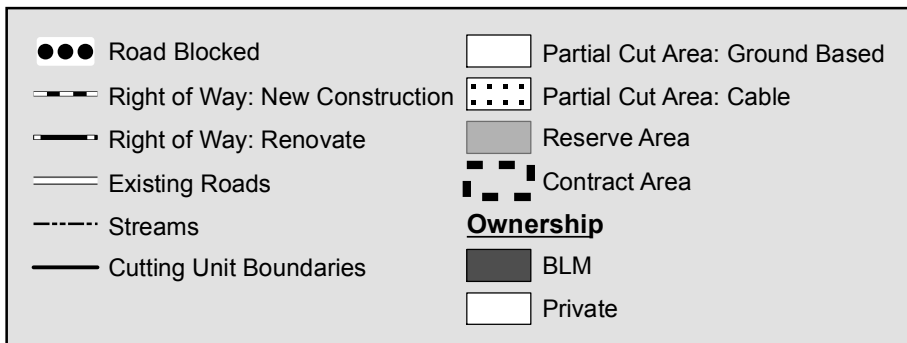
July 14th, 2011

T. 4N, R. 3W, Section 7 & 9 W. M. - SALEM DISTRICT - OREGON



Contour Interval : 20'

1,000 500 0 Feet



Note: Boundaries of Harvest Areas are posted and/or painted orange.
Acres shown on Exhibit A for partial cut have been computed using a Trimble Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

Check Sums: Acres = 149.0 and Trees = 13696

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Contract No. OR08-TS-2011.0101
Trigger Finger
Sheet 1 of 2

EXHIBIT B
LUMP SUM SALE

=====

The following estimates and calculations 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 show 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 the 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	Est. Vol. in MBF	Price /UNIT	\$ SUBTOTAL
Douglas Fir	3,580.0	\$ -----	\$ -----
Red Alder	12.0	\$ -----	\$ -----
	3,592.0		\$ -----

=====

The apportionment of the purchase price is as follows:

Unit#: 1 Section 7-1
=====

Approx # of Trees	Species	Est. Vol. in MBF	Price /UNIT	\$ SUBTOTAL
6,264	Douglas Fir	1,722.0	\$ -----	\$ -----
632	Red Alder	6.0	\$ -----	\$ -----
6,896		6.0		\$ -----
		DIVIDED BY ACRES:		77.0
		= \$ PER ACRE:		\$ -----

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Contract No. OR08-TS-2011.0101
Trigger Finger
Sheet 2 of 2

EXHIBIT B
LUMP SUM SALE

Unit#: 2 Section 9-1

Approx # of Trees	Species	Est. Vol. in MBF	Price /UNIT	\$ SUBTOTAL
5,218	Douglas Fir	1,554.0	\$ -----	\$ -----
439	Red Alder	5.0	\$ -----	\$ -----
5,657		5.0		\$ -----
			DIVIDED BY ACRES:	62.0
			= \$ PER ACRE:	\$ -----

Unit#: 3 Section 9-2

Approx # of Trees	Species	Est. Vol. in MBF	Price /UNIT	\$ SUBTOTAL
510	Douglas Fir	142.0	\$ -----	\$ -----
49	Red Alder	1.0	\$ -----	\$ -----
559		1.0		\$ -----
			DIVIDED BY ACRES:	6.0
			= \$ PER ACRE:	\$ -----

Unit#: 4 All Right-of-Way

Approx # of Trees	Species	Est. Vol. in MBF	Price /UNIT	\$ SUBTOTAL
584	Douglas Fir	162.0	\$ -----	\$ -----
584		162.0		\$ -----
			DIVIDED BY ACRES:	4.0
			= \$ PER ACRE:	\$ -----

U.S. DEPARTMENT OF THE INTERIOR
Bureau of Land Management
SALEM DISTRICT – OREGON
TIMBER SALE CONTRACT
Road Specifications

Road Number and Segment	Class SN-	Length (Stations and Miles)		
		New Construction	Improvement	Renovation
P1	12	9+40 sta. = 0.178 mi.		
P2	12	10+55 sta. = 0.200 mi.		6+30 sta. = 0.119 mi.
P3	12			22+10 sta. = 0.419 mi.
P4	12	1+30 sta. = 0.025 mi.		
4N-3-3.1	12			20+90 sta. = 0.396 mi.
4N-3-4.3	12			11+09 sta. = 0.210 mi.
4N-3-4.4	12			28+83 sta. = 0.546 mi.
4N-3-7.0	12			119+65 sta. = 2.266 mi.
4N-3-7.1	12			26+61 sta. = 0.504 mi.
4N-3-7.2	12			13+20 sta. = 0.250 mi.
4N-3-7.3	12			31+73 sta. = 0.601 mi.
4N-3-9.1	12			3+70 sta. = 0.070 mi.
4N-3-10.3	12			35+32 sta. = 0.669 mi.
4N-3-10.4	12			70+54 sta. = 1.336 mi.

TABLE OF CONTENTS

Section	Sheet	Description
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	7	150: Road Plan and Detail Sheet
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GENERAL - 100

101 - Pre-work Conference(s):

A pre-work conference will be held prior to the start of new construction, reconstruction, and decommissioning operations. The Purchaser shall request the conference at least 48 hours prior to the time it is to be held. The conference will be attended by the Purchaser and/or his representative(s), subcontractor(s) and/or his or their representative(s) and the Authorized Officer and/or his representative(s).

The purpose will be to review the required work, exhibits and specifications, and to establish a work schedule and a list of the Purchaser's representative(s) and subcontractor(s).

102 - Definitions:

AASHTO - American Association of State Highway and Transportation Officials. Current editions of tests and specifications.

ASTM - American Society for Testing and Materials.

Base Course - Surfacing structure consisting of crushed gravel or stone, crushed sandstone, pit-run rock, etc., to provide support and, in the event no surface course is placed, the running surface for traffic load.

BLM - Bureau of Land Management

Borrow - Excavated material required for embankments and other portions of the work.

Curve Widening - Widening required on inside of curves to accommodate long log and equipment hauling trucks.

Embankment - A structure of soil, aggregate, or rock material placed on a prepared ground surface and constructed to subgrade.

End-Haul - Excavated material moved, other than by dozer, to an embankment or waste area to prevent sidecasting material outside of the road prism.

Excess Excavation - Material from the roadway in excess of that needed for construction of the designed roadway (waste).

Grading - Leveling to grade, shaping and smoothing of a road subgrade; the shaping of roadside ditches as to grade and contour. In some instances includes smoothing of the cut bank.

Overhaul - Distance excavated material is transported in excess of the distance included in the cost for excavation.

Pioneer Road - Temporary construction access built along the route of the project.

Piping - The process by which soil particles are washed in or through pore spaces in drains and filters or poorly compacted fill/backfill material.

Plans - The approved drawings, or exact reproductions thereof which show the locations, character, dimensions, and details of the work to be done.

Purchaser - The individual, partnership, joint venture, or corporation contracting with the Government under the terms of a Timber Sale Contract and acting independently or through their, or its agents, employees, or contractors.

Reasonably Close Conformity - Compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified.

Roadbed - The graded portion of the road within top and side slopes, prepared as a foundation for the pavement structure and shoulders.

Road Centerline - Longitudinal center of roadbed.

Road Renovation - Work done to an existing road which restores it to its original design.

Roadway - The portion of a road within limits of construction. Usually from the toe of the fill slope to a point where the cut slope intersects natural ground line. Synonym - road prism.

Scarification - The process of loosening or breaking up of the surface layer of soil or road, usually to a specified depth.

Shoulder - The portion of the roadbed contiguous with the traveled way designed for accommodation of stopped vehicles, safety, and lateral support of base and surface courses.

Spalls - Flakes or chips of stone.

Specifications - A general term applied to all directions, provisions, and requirements pertaining to performance of the work.

Specific Gravity - The ratio of the density of a material to the density of water obtained by weighing known volumes of both items in air. A specific gravity less than one implies that the material will float.

Structures - Bridges, culverts, catch basins, retaining walls, under-drains, flumes, splash pads, downspouts, and other project features which may be involved in the work and not otherwise classified in these specifications.

Sub-base - Reinforcement of the subgrade with large particles of pit-run or crushed stone. Usually confined to roads having wet subgrades or subgrades with weak support characteristics.

Surface Course - Top layer of a road structure consisting of finely crushed gravels or asphalt designed to provide a smooth running surface for traffic load.

Subgrade - The top surface of a roadbed upon which the traveled way and shoulders are constructed.

Timber - Standing trees, downed trees, or logs which can be measured in board feet.

Traveled Way - The portion of the roadbed used for the movement of vehicles, exclusive of

shoulders.

Typical Cross Sections - Cross-sectional plane of a typical roadway; showing natural ground line and designed roadway in relation to cut and fill, through cut, and through fill.

Turnaround – Extra widening of the roadbed at specified dimensions to allow for empty log truck turnaround.

Turnout - Extra widening of the roadbed at appropriate intervals on single-lane roads for passing purposes.

102a - Tests Used in These Specifications:

<u>AASHTO T 11</u>	Quantity of rock finer than No. 200 sieve.
<u>AASHTO T 27</u>	Sieve analysis of fine and coarse aggregate using sieves with square openings; gradation.
<u>AASHTO T 89</u>	Liquid limit of material passing the No. 40 sieve. Water content at which the soil passes from a plastic to a liquid state.
<u>AASHTO T 90</u>	Plastic limits and plasticity index of soil. a. Plastic limit - lowest water content at which the soil remains plastic. b. Plasticity index - range of water content, within which the material is in a plastic state. Numerical difference between the liquid and plastic limits of the soil.
<u>AASHTO T 96</u>	Resistance to abrasion of small size coarse aggregate by use of the Los Angeles machine.
<u>AASHTO T 99</u>	Relationship between soil moisture and maximum density of soil. Method A - 4" mold, soil passing a No. 4 Sieve. 25 blows/layer & 3 layers. Method D - 6" mold, soil passing a 19.00mm (3/4 inches) sieve. 56 blows/layer & 5 layers.
<u>AASHTO T 176</u>	Shows relative portions of fine dust or claylike materials in soil or graded aggregate.
<u>AASHTO T 180</u>	(OSHD 106-71) moisture density relationship of soil same as AASHTO T 99 proctor but uses a 10-lb rammer & 18-in drop.
<u>AASHTO T 191</u>	<u>Sand Cone</u> . Density of soil in place: For subgrade use 6-inch or 12-inch cone. For rock surfacing for 1-1/2-inch minus to 3-inch minus use 12-inch cone.
<u>AASHTO T 205</u>	<u>Rubber balloon</u> . Density of soil in place. Use for compacted or firmly bonded soil.
<u>AASHTO T 210</u>	Durability of aggregates based on resistance to produce fines.

<u>AASHTO T 224</u>	Correction for coarse particles in the soil.
<u>AASHTO T 238</u>	Determination of density of soil and soil-aggregates in place by nuclear methods.
<u>AASHTO T 248</u>	Reducing field samples of aggregate to testing size by mechanical splitter, quartering, or miniature stockpile sampling.
<u>DES. E-12</u>	Determination of relative density of cohesionless soils.
<u>DMSO (dimethyl sulfide)</u>	- Determines volume of expanding clays in aggregates. Usually associated with marine basalts.

103 - Compaction equipment shall meet the following requirements.

103f - Vibratory Roller. The drum diameter shall be not less than 48 inches, the drum width not less than 58 in 1500, and 1600 vibrations per minute (VPM), corresponding to engine speeds of 1575, 1690, and 1800 RPM. The centrifugal force developed shall be 7 tons at 1600 RPM. It shall be activated by a power unit of not less than 25 horsepower.

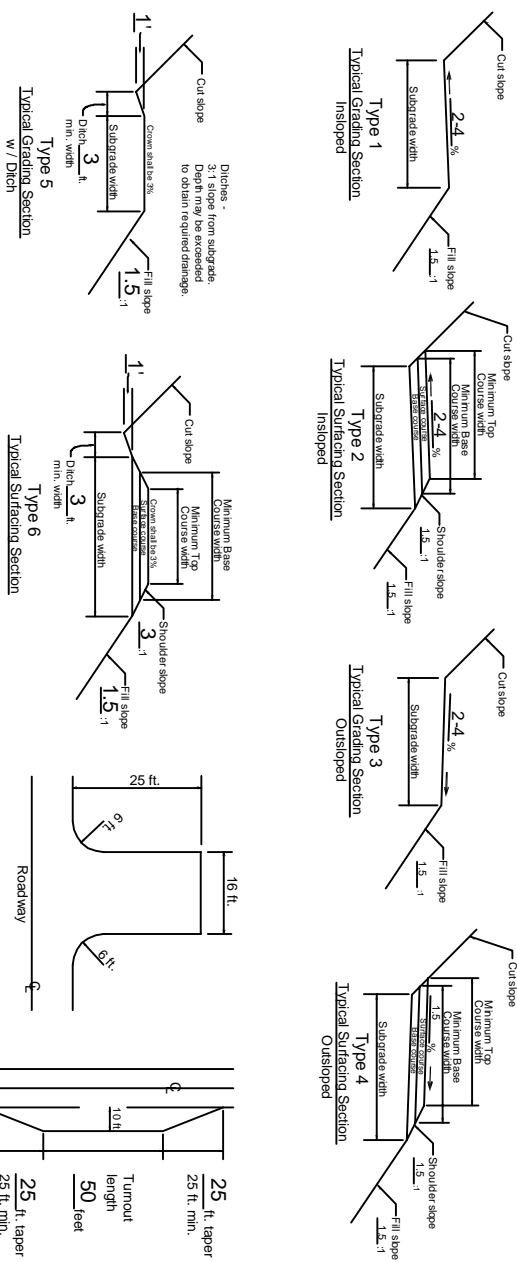
The vibratory roller shall be self-propelled or drawn by a vehicle of sufficient horsepower to enable the unit to travel through a loose layer of material at a speed ranging from 0.9 mile to 1.8 miles per hour, as directed by the Authorized Officer. The towing vehicle and roller or self-propelled unit meeting the above requirements shall be considered a vibratory roller unit.

103g - Vibratory Compactor. Vibratory compactors shall consist of multiple or gang-type compacting units or pads with a minimum variable width of 2 feet. It shall be self-contained and capable of compacting material as required.

103i - Other. Compaction equipment approved by the Authorized Officer.

150: ROAD PLAN AND DETAIL SHEET

ROAD NUMBER	STATION OR MILE POST	TO STATION OR MILE POST	LENGTH mi. or sta.	TYPICAL SECTION TYPE	ROAD WIDTH (1 & 4)		GRADIENT		SURFACING (75)										REMARKS			
					Subgrd (feet)	Ditch (feet)	Maximum Favorable	Maximum Adverse	BASE COURSE					SURFACE COURSE						CULVERT BEDDING/BACKFILL		
									Minimum Width	Comp. Type/Depth	Surface Size (3)	Approx. C.Y.	Minimum Width	Comp. Type/Depth	Surface Size (3)	Approx. C.Y.	Surface Type/Grade Size (3)	Approx. C.Y.		Location		
4N-3-3.1	0.00	0.396	0.396 mi	5.6	16	2	existing	existing	---	---	---	---	---	---	---	---	---	---	---	---	---	Renovation
4N-3-4.3	0.00	0.210	0.210 mi	5.6	14	2	existing	existing	---	---	---	---	---	---	---	---	---	---	---	---	---	Renovation
4N-3-4.4	0.00	0.546	0.546 mi	5.6	16	2	existing	existing	---	---	---	---	---	---	---	---	---	---	---	---	---	Renovation
4N-3-7.0	0.00	2.266	2.266 mi	5.6	16	2	existing	existing	---	---	---	---	---	---	---	---	---	---	---	---	---	Renovation
4N-3-7.1	0.00	0.504	0.504 mi	5.6	16	2	existing	existing	---	---	---	---	---	---	---	---	---	---	---	---	---	Renovation; Construct Truck Turnaround @ MP 0.459
4N-3-7.2	0.00	0.250	0.250 mi	5.6	16	2	existing	existing	---	---	---	---	---	---	---	---	---	---	---	---	---	Renovation
4N-3-7.3	0.00	0.601	0.601 mi	5.6	16	2	existing	existing	---	---	---	---	---	---	---	---	---	---	---	---	---	Renovation
4N-3-9.1	0.00	0.070	0.070 mi	5.6	14	2	existing	existing	---	---	---	---	---	---	---	---	---	---	---	---	---	Renovation
4N-3-10.3	0.00	0.669	0.669 mi	5.6	16	2	existing	existing	---	---	---	---	---	---	---	---	---	---	---	---	---	Renovation
4N-3-10.4	0.00	1.336	1.336 mi	5.6	16	2	existing	existing	---	---	---	---	---	---	---	---	---	---	---	---	---	Renovation
P-1	0+00	9+40	9+40 St	3.4	14	0	-15%	+12%	---	---	---	---	---	---	---	---	---	---	---	---	---	New Construction; Construct Truck Turnaround @ Sta. 9+00
P-2	0+00	6+30	6+30 St	3.4	14	0	existing	existing	---	---	---	---	---	---	---	---	---	---	---	---	---	Renovation
P-2	6+30	16+85	10+55 St	3.4	14	0	-18%	+18%	---	---	---	---	---	---	---	---	---	---	---	---	---	New Construction
P-3	0+00	22+10	22+10 St	3.4	14	0	-18%	+15%	---	---	---	---	---	---	---	---	---	---	---	---	---	Renovation; Construct Turnaround @ Sta. 13+40; Construct Ditchouts @ Sta. 7+50, 10+00, and 15+50
P-4	0+00	1+30	1+30 St	3.4	14	0	-18%	+15%	---	---	---	---	---	---	---	---	---	---	---	---	---	New Construction;



*NOTES

- Extra subgrade widths. Add to each shoulder: 1 ft. for fills of 1-6 ft. and 2 ft. for fills over 6 ft. Within the inside shoulder of curves as follow:
(See Road Plan Map, Exhibit C)
- Backslopes
Materials: Solid rock - 11/4:1
Soft rock and shale - 11/2:1
Common Slopes under 55% 1:1
Slopes over 55% 3/4:1
Note: Full bench construction is required on side slopes exceeding 60%.
- Surface Type: PRR - Pit run rock
GRR - Grind rolled rock
SRN - Screened rock
JRR - Jaw run rock
ABC - Aggr. base course
ASC - Aggr. surface course
WC - Wood chips
* - Spot Rock. Place as marked on ground or directed by Authorized Officer.
- Turnouts. Width - 10 ft. in addition to subgrade width, or as shown on the plans. Located approximately as shown on the plans. Intervisble and not more than 750 ft. apart.
- Surfacing. Turnouts, curve widening and road approach aprons shall be surfaced.
- Clearing width. 200
- Clearing limits as posted on ground. If clearing limits have not been posted, brushing specs apply.
- Drainage. See Culvert List
- Compaction. See Sections 300 and 1200

CLEARING AND GRUBBING – 200

- 201 - This work shall consist of clearing, grubbing, removing and disposing of vegetation, debris, surface objects, and protruding obstructions within the clearing limits in accordance with these specifications and conforming to the lines, grades, dimensions and typical cross sections as shown on the plans and as posted.
- 203b - Standing trees and snags to be cleared shall be felled within the limits established for clearing (unless otherwise authorized).
- 203c - Logs from private timber cleared within the limits established, as shown on the plans and as staked on the ground, shall be purchased by the Purchaser from the land owner before removal from the right-of-way area. Prior to removal of logs, the Purchaser shall furnish to the Authorized Officer a copy of a sales agreement between the Purchaser and the timber owner.
- 204 - Grubbing shall consist of the removal and disposal of stumps, roots, and other wood material embedded in the ground and protruding obstacles remaining as a result of the clearing operation. Undisturbed stumps, roots and other solid objects which will be a minimum of 4 feet from embankments or 4 feet from ditchline on cutslope surfaces are excepted.
- 206a - Clearing and grubbing debris, resulting from landing construction, waste area construction, or new “full-bench” road construction shall be placed at disposal sites and shall not be covered with excavated material. Locations of disposal sites will be determined by the Authorized Officer.
- 211 - Disposal of clearing and grubbing debris, except that mentioned above, shall be by scattering outside of established clearing limits in an area and in a manner acceptable to the Authorized Officer.
- 213 - No clearing or grubbing debris shall be left lodged against standing trees.

EXCAVATION AND EMBANKMENT - 300

- 301 - This work shall consist of excavating, overhaul, placement of embankments, leveling, ditching, grading, outsloping, crowning and scarification of the subgrade, compaction, disposal of excess, unsuitable, and slide materials, and other earth-moving work in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.
- 303 - Suitable material removed from the excavation shall be used in the formation of embankment subgrade, shoulders, slopes, and for other purposes as shown on the plans.
- 305 - Embankment construction shall consist of the placement of excavated and borrowed materials, backfilling, leveling, grading, compaction, and other earth-moving work necessary for the construction of the roadway and landings in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.
- 305b - Embankment materials shall be placed in successive parallel layers on areas cleared of stumps, cull logs, brush, muck, sod, roots, frozen material and other deleterious materials, except as provided under Subsection 204. Roadway embankments of earth material shall be placed in

horizontal layers not exceeding 8 inches in depth.

- 306e - The final subgrade, including landings, shall be compacted to full width with compacting equipment conforming to the requirements of Subsections 103f and 103i. Minimum compaction shall be 1 hour of continuous compacting for each 6 stations of road or a fraction of as measured along the center line of the constructed road.
- 306f - Compaction of embankment layers placed as specified under Subsection 305b above shall be accomplished by using compacting equipment conforming to the requirements of Subsections 103f, 103g, or 103i. Compaction shall be accomplished by routing construction equipment over full width of embankment structures.
- 314 - When heavy clays, muck, clay shale, or other deleterious material for forming the roadbed is encountered in cuts at subgrade, it shall be excavated to a minimum depth of 2 feet below the subgrade elevation and the excavated area backfilled with a selected borrow material approved by the Authorized Officer. The backfill material shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density in accordance with the requirements of subsection 306e. Unsuitable material shall be disposed of as directed by the Authorized Officer.
- 317 - Selected borrow shall consist of talus material, finely broken rock, gravel, or other material of granular or favorable characteristics from sources shown on the plans.
- 320 - Ditches shall conform to the slope, grade, dimensions, and shape of the required cross section shown on the plans. Roots, stumps, rocks, and other projections shall be removed to form smooth, even slopes.
- 321 - Excess excavated, unsuitable, or slide materials shall not be disposed of on areas where the material will encroach on a stream course or other body of water. Such materials shall be disposed of in accordance with Subsection 321c.
- 321c - End-dumping will be permitted for the placement of excess materials under Subsection 321 in designated disposal areas or within areas approved by the Authorized Officer. Watering, rolling, and placement in layers is not required. Materials placed shall be sloped, shaped, and otherwise brought to a neat and sightly condition acceptable to the Authorized Officer.
- 324 - Excavated material shall not be allowed to cover boles of standing trees to a depth in excess of 0.5 feet on the uphill side.
- 327 - The finished grading shall be approved by the Authorized Officer in segments or for the total project. The Purchaser shall give the Authorized Officer 3 days notice prior to final inspection of the grading operations.

RENOVATION OF EXISTING ROADS - 500

- 501 - This work shall consist of reconditioning and preparing the roadbed and shoulders, cleaning and shaping drainage ditches, trimming vegetation from cut and embankment slopes, and cleaning drainage structures of existing roads in accordance with these specifications and as shown on the plans.

- 501a - This work shall include the removal and disposal of slides in accordance with these specifications.
- 502 - The existing road surface shall be bladed and shaped to the lines, grades, dimensions, and typical cross sections shown on the plans.
- 502b - Drainage ditches shall be bladed and shaped in accordance with the lines, grades, dimensions, and typical cross sections shown on the plans.
- 504 - Existing road surface shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and compacted to full width with equipment conforming to requirements of Subsections 103f and 103i.
- 504a - Minimum compaction required shall be 1 hour of continuous rolling for each 6 stations of road, or fraction thereof, as measured along the centerline per layer of material.
- 506 - The inlet end of all existing drainage structures as shown on the plans shall be cleared of vegetative debris and boulders that are of sufficient size to obstruct normal stream flow. Pipe inverts shall be cleared of sediment and other debris lodged in the barrel of the pipe. The outflow area of all pipe structures shall be cleared of rock and vegetative obstructions which will impede the structure's designed outflow configuration. The existing full rounds at the culvert outlets shall be attached and secured. Catch basins shall conform to the lines, grade, dimensions, and typical diagram shown on the plans.
- 509 - The finished grading and compacting shall be approved by the Authorized Officer. The Purchaser shall give the Authorized Officer 3 days notice prior to final inspection of these operations.

WATERING -600

- 601 - This work shall consist of furnishing and applying water required for the compaction of embankments, roadbeds, backfills, surface courses, finishing and reconditioning of existing roadbeds, or for other uses in accordance with these specifications.
- 602 - Water, when needed for compaction or laying dust, shall be applied at the locations in the amounts and during the hours as directed by the Authorized Officer. Amounts of water to be provided will be the minimum needed to properly execute the compaction requirements in conformance with these specifications.
- 603 - Water trucks used in this work shall be equipped with a distributing device of ample capacity and of such design as to ensure uniform application of water on the road bed.
- 604 - Water required under these specifications shall be obtained at the times and at the locations approved in writing by the Authorized Officer and according to the applicable State water regulations and sites indicated.

AGGREGATE SURFACE COURSE
CRUSHED ROCK MATERIAL - 1200

- 1201 - This work shall consist of furnishing, hauling, and placing one or more lifts of crushed rock material on

roadbeds and landings as approved for placing, in accordance with these specifications and conforming to the dimensions and typical cross sections shown on the plans. Material not conforming to these specifications will be rejected and shall be removed from the road.

- 1202a - Crushed rock materials may be obtained from commercial sources selected by the Purchaser at his option and expense providing that the rock materials selected comply with the specifications in this section.
- 1203 - Crushed rock material produced from gravel shall have at least 4 manufactured fractured faces on 75 percent, by weight, of the material retained on the No. 4 sieve.
- 1204 - Crushed rock materials shall consist of hard durable rock fragments conforming to the following gradation requirements:

TABLE 1204

AGGREGATE SURFACE COURSE
CRUSHED ROCK MATERIAL

Percentage by Weight Passing Square Mesh Sieves
(AASHTO T 11 & T 27)

GRADATION
1-1/2"-0" Crushed

Sieve Designation	% Passing
1 ½-inch	100
¾-inch	60-90
No. 4	30-55
No. 8	22-43
No. 30	11-27
No. 200	3-15

- 1204a - The Purchaser shall be required to take one sample of each 2,000 cubic yards of crushed rock material produced, using approved AASHTO sampling procedures. The Purchaser shall submit samples to a certified lab or shall perform testing for gradation requirements using ASHTO T 11 and AASHTO T 27 testing procedures and also perform testing for sand equivalency requirements using AASHTO T 176

testing procedures. Prior to testing, each sample shall be split, making one-half of the sample with proper identification available for testing by the Authorized Officer. Each sample and the results of Purchaser testing shall be made available to the Authorized Officer. Each sample and the results of Purchaser testing shall be made available to the Authorized Officer within twenty-four hours of sampling. The Purchaser shall provide test results for the first five hundred cubic yards produced prior to commencing production crushing and hauling.

- 1205 - Crushed rock material retained on the No. 4 sieve shall have a percentage of loss of not more than 35 at 500 revolutions, as determined by AASHTO T 96.
- 1206 - Crushed rock material shall show durability value of not less than 35, as determined by AASHTO T 210.
- 1207 - That portion of crushed rock material passing the No. 4 sieve, including blending filler, shall have liquid limits of not more than 35 and plasticity index of not less than 4 and not more than 12, as determined by AASHTO T 89 and AASHTO T 90.
- 1208 - If additional binder or filler is necessary in order to meet the grading or plasticity requirements, or for satisfactory bonding of the material, it shall be uniformly blended with the crushed rock material at the crushing and screening plant prior to placing on the road, unless otherwise agreed. The material for such purposes shall be obtained from sources approved by the Authorized Officer and shall be free from stones, vegetative matter, and other deleterious materials.
- 1208a - Each layer of crushed rock material shall be thoroughly mixed on the roadbed by alternately blading to full depth until a uniform mixture has been obtained. The mixture shall then be spread to full width. When completed, the spreading shall produce a surface which is smooth, presents uniform shoulder lines, and conforms to the specified cross section.
- 1209 - The roadbed, as shaped and compacted under Sections 300 and 500 of these specifications, shall be approved in writing by the Authorized Officer prior to placement of crushed rock materials. Notification for subgrade approval prior to rocking shall be 3 days prior to that approval and shall be 5 days prior to start of rocking operations.
- 1210 - Crushed rock materials shall be placed and processed on the approved roadbed in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans and compacted in layers not to exceed 4 inches in depth. When more than one layer is required, each shall be shaped, processed, and compacted, and approved in writing by the Authorized Officer before each succeeding layer is placed. Irregularities or depressions that develop during compaction of the top layer shall be corrected by loosening the material at these places and adding or removing crushed rock material until the surface is smooth and uniform.
- 1212 - Each layer of crushed rock material shall be placed, processed, shaped, moistened, or dried to a uniform moisture content suitable for maximum compaction, and compacted to full width of each layer by compaction equipment conforming to the requirements of Subsections 103f, and 103i. Minimum compaction shall be one hour of continuous compacting for each 150 cubic yards, or fraction thereof, of crushed rock material placed per layer.

EROSION CONTROL - 1700

- 1701 - This work shall consist of measures to control soil erosion or water pollution during the construction operation through the use of berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains, and other erosion control devices or methods in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross

sections shown on the plans.

- 1708a - Road segments not completed during dry weather periods shall be winterized, by providing a well-drained roadway by waterbarring, maintaining drainage, and performing additional measures necessary to minimize erosion and other damage to the roadway, as directed by the Authorized Officer. Portions of roads not having surface rock in place will be blocked or barricaded to prevent vehicular traffic.

SOIL STABILIZATION – 1800

- 1801 - This work shall consist of seeding on designated cut, fill, borrow, disposal, and special areas in accordance with these specifications and as shown on the plans. This work is not required for road acceptance under Section 18 of this contract. Grass seed will be furnished by the Government.
- 1802a - Soil stabilization work consisting of seeding shall be performed on all areas of disturbed soil on new road construction, road renovation, landings, borrow sites, and disposal sites in accordance with these specifications and as shown on the plans. The seed shall be spread at a rate of 60 pounds/acre, (to be determined by the Authorized Officer based on visual observation of trial applications).
- 1803 - Soil stabilization work as specified under Subsection 1802a shall be performed during the following seasonal periods:

From: August 1

To: October 15

The Authorized Officer may modify the above seasonal dates to conform to existing weather conditions and changes in the construction schedule.

- 1809 - Mulch materials conforming to the requirements of Subsections 1809d and 1809e shall be furnished by the Purchaser and applied in accordance with Subsection 1813.
- 1809d - Straw mulch shall be from oats, wheat, rye, or other approved grain crops which are free from noxious weeds, mold, or other objectionable materials. Straw mulch shall be in an air-dry condition and suitable for placing with power spray equipment.
- 1809e - Grass straw mulch shall be from perennial grass or, if specified, an annual rye grass, from which the seed has been removed. The straw shall be free from Bentgrass, Canada Thistle, Tansy Ragwort, Skeleton weed, and other noxious weed seed. The Purchaser shall furnish the Authorized Officer with a copy of the seed certification from each field from which he obtained the grass straw. The grass straw shall be from fields which have passed the current year's field inspection of the Oregon Grass Seed Certification program, or from fields certified by the County Agent, or by seed companies purchasing the seed.
- 1810 - Mulch material shall be delivered to the work area in a dry state. Material found to be wet will not be accepted. Material to be used in the mulching operation may be stockpiled along the road designated for treatment provided that it be maintained in a dry state and has the approval of the Authorized Officer.
- 1811 - Bulk mulching material required under these specifications shall be delivered to the work area

bound either by twine, string, or hemp rope. Wire binding will not be permitted.

- 1813 - The Purchaser shall furnish and apply to the disturbed soils that are wet and/or within 50 feet each side of "live stream" locations a mixture of grass seed and straw mulch material at the application rate of 6 pounds seed/acre and 3000 pounds straw mulch/acre (to be determined by the Authorized Officer based on visual observation of trial applications).
- 1815 - The Purchaser may reduce the application rate on partially covered slopes and no application on areas already well stocked with grass or on rock surfaces.
- 1816b - Dry Method - Blowers, mechanical seeders, seed drills, landscape seeders, cultipacker seeders, fertilizer spreaders or other approved mechanical seeding equipment may be used when seed is to be applied in dry form.
- 1826 - Twine, rope, sacks, and other debris resulting from the soil-stabilization operation shall be picked up and disposed of to the satisfaction of the Authorized Officer.

ROADSIDE BRUSHING - 2100

- 2101 - The work shall consist of the removal of vegetation from the road prism - variable distance and inside curves in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the Roadside Brushing Detail Sheet, of this exhibit, at designated locations as shown in the plans.
- 2102 - Roadside brushing shall be performed mechanically with self powered, self-propelled equipment and/or manually with hand tools, including chain saws.
- 2103 - Vegetation cut manually or mechanically less than 6 inches in diameter shall be cut to a maximum height of 2 inches above the ground surface or above obstructions such as rocks or stumps on cut and fill sloped and all limbs below the 6 inch area will be severed from the trunk.
- 2104 - Trees in excess of 6 inches in diameter shall be limbed, so that no limbs extend to the treated area or over roadbed to a height of 14 feet above the running surface of the roadway on cut and fill slopes, within the road prism-variable distance. Limbs shall be cut to within 4 inches of the trunk. Removal of trees larger than 6 inches in diameter for sight distance or safety may be directed by the Authorized Officer.
- 2105 - Vegetation that is outside of the road prism-variable distance that protrudes into the road prism and within 14 feet in elevation above the running surface shall be cut, to within 4 inches of the trunk to produce a smooth vertical face.
- 2106 - Vegetative growth capable of growing 1 foot in height or higher shall be cut within the road prism/variable distance or as directed by the Authorized Officer.
- 2107 - Inside curves shall be brushed out for a sight distance of 200 feet chord distance and/or a middle ordinate distance of 25 feet whichever is achieved first. Overhanging limbs and vegetation in excess of 1 foot in height, shall be cut within these areas.
- 2109 - Debris resulting from roadside brushing shall be scattered down slope from the roadway. Debris

shall not be allowed to accumulate in concentrations. Debris in excess of 1 foot in length and 2 inches in diameter shall not be allowed to remain on cut slopes, ditches, roadways or water courses, or as directed by the Authorized Officer.

- 2112 - Roadside brushing shall be performed during the following seasonal periods:

From	To
June 1	October 15

- 2113 - Roadside brushing shall be accomplished on all Renovated Roads.
- 2116 - Mechanical brush cutters shall not be operated when there are people and occupied vehicles within 400 feet of the immediate operating area.
- 2117 - Traffic warning signs shall be required at each end of the work area. Signs shall meet the requirements of the Manual on Uniform Traffic Devices.

CONCRETE BARRICADES AND CONTROL DEVICES – 2500

- 2501 - This work shall consist of the furnishing, hauling, and placing of barricades, warning signs, and other protection required to prevent injury to people and damage to adjacent transmission towers and lines, as required by BPA, and in accordance with these specifications and Section 41 v.

Purchaser shall submit a site plan showing how the specifications in this section and of Section 41 will be accomplished.

- 2502 - Maintain condition, operation, and effectiveness of traffic control devices throughout period of use. Materials used for the temporary structures and controls are property of Contractor and shall be removed from Government land when need for their service has ended.

ROAD DECOMMISSIONING – 2600

- 2601 - The following roads shall be decommissioned by subsoiling the roadbed:

Road Number	Length
P1	940 feet
P2	1,685 feet
P3	2,210 feet
P4	130 feet

Decommissioning shall be accomplished by removing culverts, subsoiling the road surface, constructing non-drivable waterbars, and blocking roads with earth barricades and clearing debris

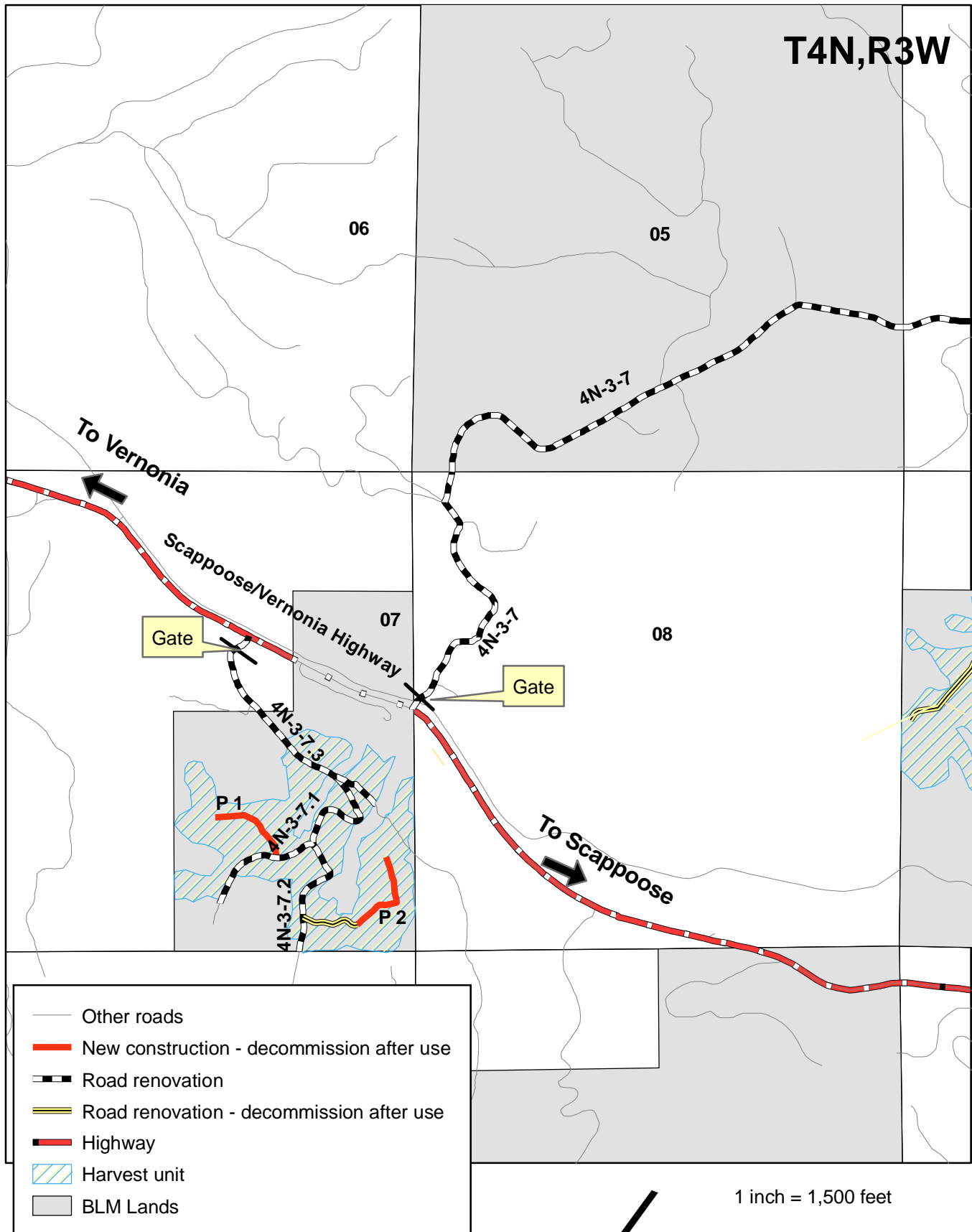
as directed by the Authorized Officer. Roads shall be decommissioned no later than 30 days after all harvesting activities requiring that road segment have ceased, unless otherwise authorized in writing by the Authorizing Officer.

- 2602a - The subsoiling work shall be accomplished with a winged subsoiler, in accordance with Exhibit H, capable of de-compacting the soil to an 18" depth. Free draining, non-drivable waterbars shall be constructed to the dimensions of the waterbar detail on page 19 of Exhibit C and in locations directed by the Authorized Officer, to encourage free drainage.
- 2602b - Where windrows, berms, or vegetation are located along the outside shoulder of the subsoiled roadbed, outlet channels will be constructed at as frequent of locations as possible – without damaging roadside trees or their roots.
- 2603a - The full width of the roadbed shall be loosened by the subsoiling operation, with no portion of the bed having been left at the original compacted density. Ripper entries into the roadbed shall be spaced where total subgrade subsoiling is accomplished.

U.S. Department of the Interior
Bureau of Land Management

Road Plan Map
T4N, R3W, Sec 5,6,7,&8 W.M.
Salem District

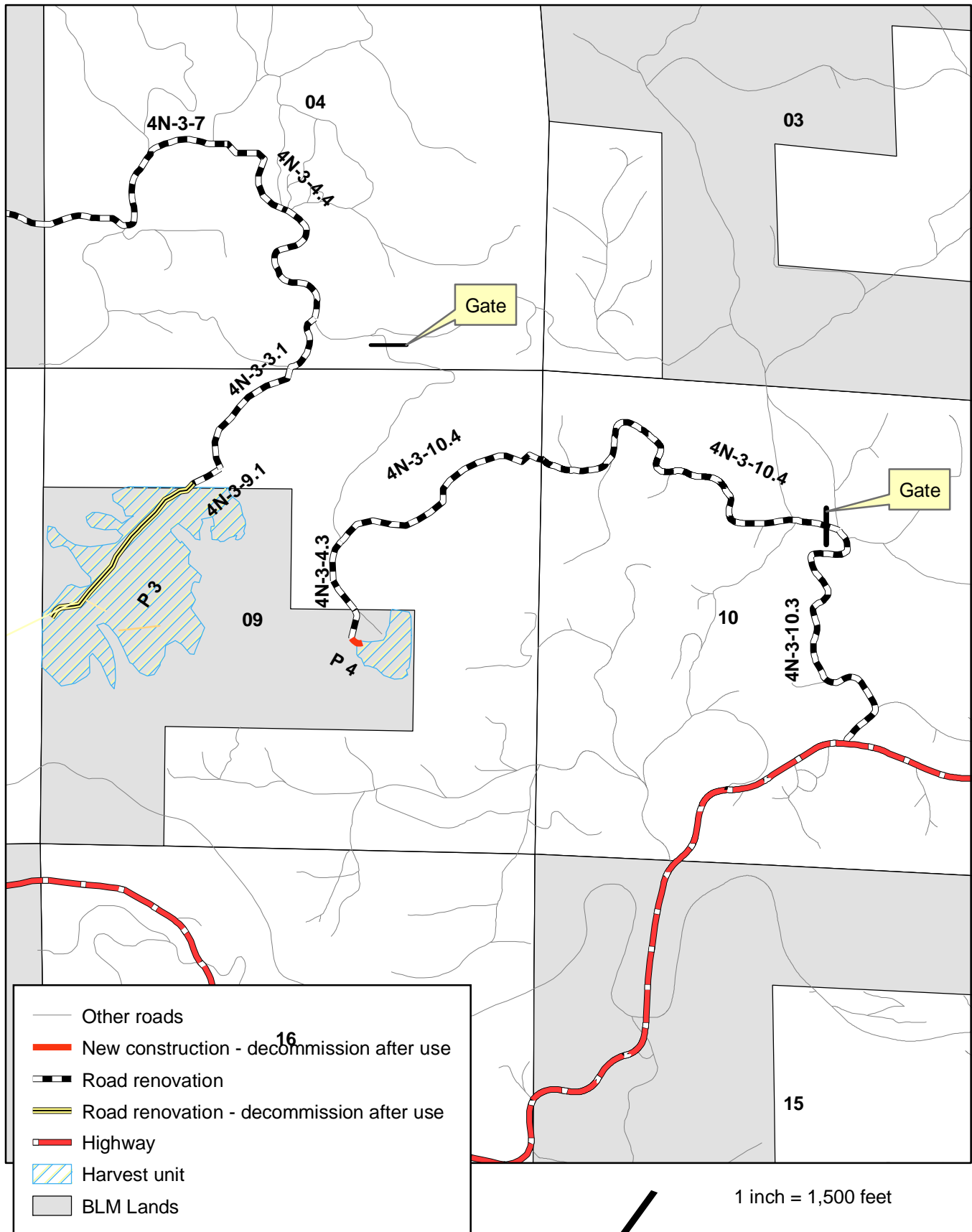
LLORS00000-TS11-0101
Trigger Finger Timber Sale
Exhibit C
Page 17 of 20



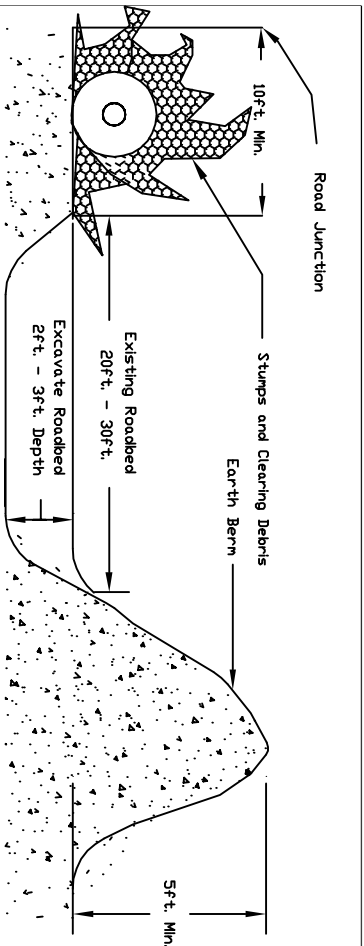
U.S. Department of the Interior
Bureau of Land Management

Road Plan Map
T4N, R3W, Sec 3,4,9,&10 W.M.
Salem District

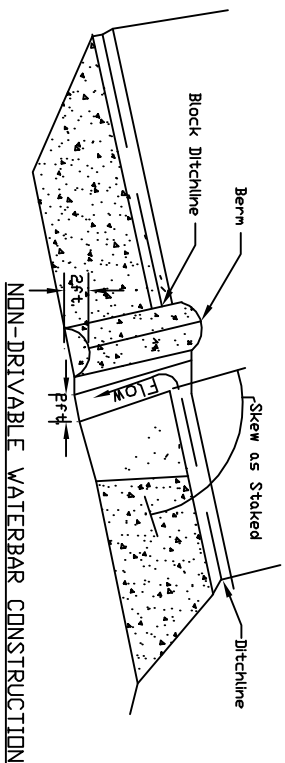
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Trigger Finger Timber Sale
Exhibit C
Page 18 of 20



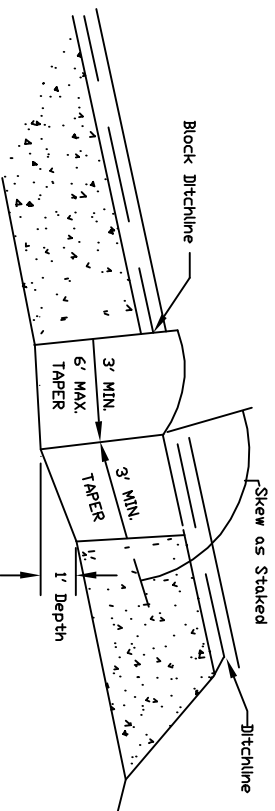
Earth Barricade, Drivable and Non-Drivable Waterbar Details



EARTH BARRICADE CONSTRUCTION



NON-DRIVABLE WATERBAR CONSTRUCTION



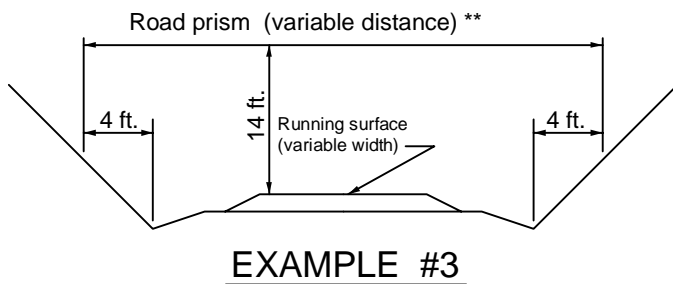
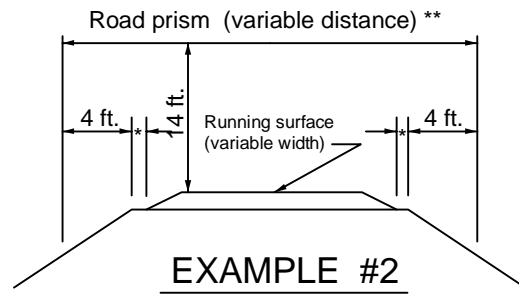
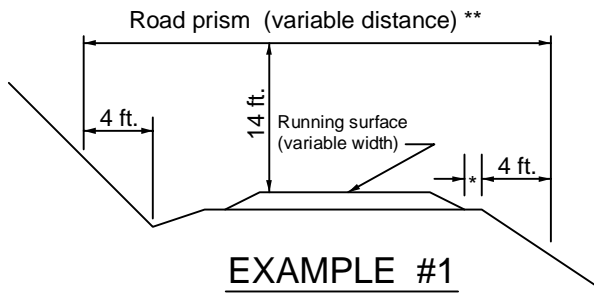
DRIVABLE WATERBAR CONSTRUCTION

- NOTE:
1. DITCHLINE IS TO BE BLOCKED WITH EXCAVATED MATERIAL TO PREVENT DITCH WATER FROM BYPASSING WATERBAR.
 2. EXCESS MATERIAL SHALL BE UNIFORMLY SPREAD ALONG ROADWAY. NO MATERIAL WILL BE ALLOWED BEYOND THE OUTER ROAD EDGE.

ALWAYS THINK SAFETY

UNITED STATES DEPARTMENT OF THE INTERIOR	
BUREAU OF LAND MANAGEMENT	
SALEM DISTRICT - OREGON	
Skew, Splash Pad, Earth Barricade	
Non-Drivable and Drivable Waterbars	
DRAWN: VMS	SCALE: not to scale
DATE: 11-15-2010	

U.S. DEPT. OF THE INTERIOR
Bureau of Land Management
SALEM DISTRICT OFFICE - OREGON
Brushing Details



(NO SCALE)

- * Variable distance between running surface and start of fill slope
- ** All areas within the variable distance shall be free of all vegetation capable of growing one (1) foot in height or higher and all overhanging limbs and branches 14 feet in elevation above the running surface

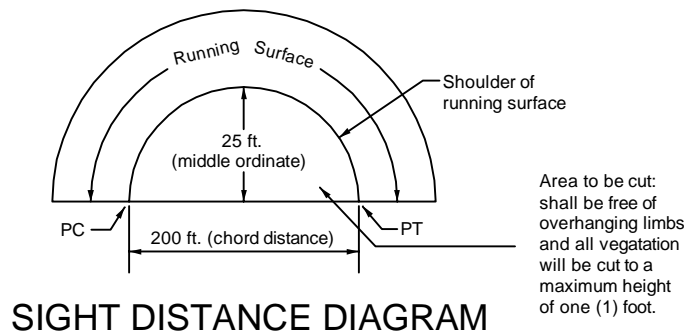


EXHIBIT F SITE PREPARATION AND LOGGING RESIDUE REDUCTION

SITE PREPARATION

Three (3) *Phellinus weirii* pockets have been identified in Unit No. 1 totaling six (6) acres. Three (3) *Phellinus weirii* pockets have been identified in Unit No. 2 totaling eight (8) acres. Up to ten (10) additional acres may be identified for treatment in Unit No. 1, Unit No. 2, and Unit No. 3 following harvest. These additional acres may increase the size of the pre-identified *Phellinus weirii* pockets listed above or may be newly identified *Phellinus weirii* pockets. Not more than 24 acres in total of *Phellinus weirii* pockets will be treated in all units. The Authorized Officer shall notify the Purchaser of the date work is to begin. Work shall begin within ten (10) days of such date. A pre-work meeting prior to startup of the site preparation will be required. Slashing and lopping, swamper burning, and/or hand pile construction and covering of hand piles shall be completed as follows:

SLASHING AND LOPPING

1. All standing woody vegetation (brush), whips, and designated trees over one (1) foot in height shall be felled (slashed) and lopped into six (6) foot or smaller lengths in *Phellinus weirii* pockets. Designated trees to be slashed include Douglas-fir, grand fir, and noble fir.
2. All logging slash and slashed woody vegetation that is greater than six (6) feet in length and between one (1) inch and six (6) inches in diameter shall be lopped. Larger material which has a portion meeting this specification must be bucked at the six (6) inch diameter.
3. All woody vegetation, whips, and designated trees shall be completely severed from the stump(s). Stump height shall not exceed six (6) inches measured on the uphill side.
4. All Western redcedar, Western hemlock, and red alder trees shall be reserved and undamaged.

SWAMPER BURNING

5. Swamper burning is defined as concurrent hand piling and burning; i.e., a small pile is ignited and more logging slash and slashed brush, whips, and designated trees are added to the pile while the pile is burning.
6. Swamper burning will be conducted between October 15 and December 31 of the calendar year in which the harvest activity occurred and shall be completed within 30 days, unless otherwise approved by the Authorized Officer.

7. Swamper burning will be conducted only on days permitted under the Oregon Smoke Management Plan. The Purchaser or his authorized representative shall obtain daily approval to burn from the Authorized Officer.

8. Piles shall be located as directed by the Authorized Officer. No pile shall be placed closer than twenty-five (25) feet from the harvest area boundary or reserved trees. Piles shall not be placed in stream channels, or on roads.

9. In areas designated by the Authorized Officer, slash piles shall be placed and burned on top of bigleaf maple stumps regardless of spacing. Slash piles shall be a minimum height of six (6) feet and diameter of ten (10) feet or larger to completely cover the bigleaf maple stump and sprouts.

10. All piles shall be constructed as compactly as possible.

11. The Purchaser shall supply slash fuel and/or Aluma-gel or another incendiary thickener, as necessary, to provide complete consumption of the slash piles

12. All logging slash and slashed woody vegetation greater than two (2) feet long and between one (1) inch and six (6) inches in diameter at the large end should be swamper burned. Larger material which has a portion meeting this specification must be bucked at the six (6) inch diameter and that portion piled and burned. All piled and burned debris shall not exceed six (6) inches in depth following treatment. Each pile shall be stoked until at least 90% of the pile is consumed. Piles that have not been consumed to the above specifications will be repiled and reburned.

13. With the written approval of the Authorized Officer, the Purchaser shall have the option to hand pile, cover the piles, and burn the piles at a later date.

CONSTRUCTION AND COVERING OF HAND PILES

14. All logging slash and slashed woody vegetation greater than two (2) feet long and between one (1) inch and six (6) inches in diameter at the large end should be hand piled and burned. Larger material which has a portion meeting this specification must be bucked at the six (6) inch diameter and that portion piled and burned.

15. All hand piles should have the slashed limbs, logs, and slashed woody vegetation placed parallel in the pile and should be constructed as compactly as possible with an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels. Piles shall be no larger than ten (10) feet in diameter, nor taller than six (6) feet unless otherwise directed by the Authorized Officer. Hand piles should be placed so that no pile is closer than fifteen (15) feet from the bole of retained green trees or snags; however when bigleaf maple stumps are located closer than twenty-five (25) feet from retained green trees hand piles should be placed on top of the

bigleaf maple stumps regardless of spacing. When constructing hand piles on top of bigleaf maple stumps, the piles should be as large as possible to ensure that the stumps and sprouts are completely covered during burning, but not so large as to affect the retained green trees. Hand piles should not be placed in stream channels or on roads.

16. The total surface area of each pile shall be covered at least seventy-five percent (75%) with four (4) mil. (0.004) inch thick black plastic. The plastic shall be oriented southwest to northeast. Placement of the plastic shall start two (2) feet above the ground at the southwest side of each pile and extend over the top and go one-quarter (1/4) the distance to the ground on the opposite northeast side. Woody debris shall then be placed on top of the plastic so that both sides and the middle are held in place during strong wind conditions.

17. The Purchaser shall provide all tools, materials, equipment, personnel and incidentals necessary to satisfactorily perform and complete the work at the Purchasers expense.

CONSTRUCTION AND COVERING OF MACHINE PILES

18. Within thirty (30) feet (horizontal distance) of the edge of each landing, tops, and other activity generated woody debris shall be piled for burning and covered within fifteen (15) days of the removal of yarding equipment from the landing area.

19. With the written approval of the Authorized Officer, machine piles may be constructed in areas along roads that have been designated for slash pullback. Equipment will be limited to the roadbed to avoid compaction within the harvest area.

20. Machine piles and landing piles should be located as far as possible from green trees, to minimize damage.

21. Machine piles and landing piles should be free of dirt and other non-wood debris, constructed as compactly as possible, with an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels.

22. The total surface area of each pile shall be covered at least seventy-five percent (75%) with four (4) mil. (0.004) inch thick black plastic. The plastic shall be oriented southwest to northeast. Placement of the plastic shall start two (2) feet above the ground at the southwest side of each pile and extend over the top and go one-quarter (1/4) the distance to the ground on the opposite northeast side. Woody debris shall then be placed on top of the plastic so that both sides and the middle are held in place during strong wind conditions.

23. No landing debris shall be dozed off the landing and covered with dirt.

24. If landing debris is minimal and determined by the Authorized Officer to not be a

major fire hazard, the debris should be removed from the landing area and scattered on yarding corridors or skid trails to a depth not to exceed six (6) inches, as directed by the Authorized Officer.

SLASH PULLBACK

The Authorized Officer shall notify the Purchaser of the date work is to begin. Work shall begin within ten (10) days of such date. Slash pullback shall be completed as follows:

1. All logging slash greater than two (2) feet long and between one (1) inch and six (6) inches in diameter at the large end should be completely removed at least twenty-five (25) feet (horizontal distance) from the edges of designated property lines, and the designated roadbeds to reduce the fire hazard. Larger material which has a portion meeting this specification must be bucked at the six (6) inch diameter and that portion pulled back. Slash shall not be piled, or windrowed. Slash shall be scattered over the site so that the slash is no more than one-foot in depth, measured from mineral soil.

PRESCRIBED BURNING

Notwithstanding the provisions of Section 15 of this contract, the Government shall assume all obligations for the disposal or reduction of the fire hazards caused by slash created by the Purchaser's operations on Government lands, except for logging residue reduction and slash pullback operations listed above, and burning and fire control assistance as required herein. Upon phone notification by the Authorized Officer of required performance prior to ignition, the Purchaser shall, under supervision of the Authorized Officer or his designated representative, assist in, swamper pile burning, hand pile burning, landing pile burning, and fire control on the day of ignition. In addition, debris which has been buried at landings and is determined to be the source of holdover fire shall be excavated by the Purchaser with a tractor and/or hydraulic excavator as directed by the Authorized Officer.

The Purchaser shall furnish, at his own expense, the services of personnel and equipment on all units requiring burning as shown below:

1. One (1) work leader (Firefighter Type 1 (FFT1)) to supervise crew and to serve as Purchaser's representative.
2. A five (5) person crew (Firefighter Type 2 (FFT2)) for ignition of swamper piles, hand piles, machine piles, or landing piles
3. Five (5) drip torches with thirty-five (35) gallons of slash fuel (4:1 ratio of diesel to gasoline).
4. Aluma-gel or other incendiary thickener.
5. One (1) chain saw with fuel.
6. One (1) hand tool per above listed personnel on the day of ignition.

All listed personnel shall be physically fit, experienced and fully capable of functioning as required. In addition, all listed personnel shall be qualified according to the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide, PMS-310-1 and provide documentation of these qualifications. On the day of ignition all listed personnel shall be fluent in speaking and understanding English, clothing shall consist of long pants and long sleeved shirts, and be of approved aramid fabric (Nomex™ or equivalent), as well as being free of diesel fuel oil. All personnel shall wear lug sole boots with minimum eight (8) inch tall uppers that provide ankle support, approved hardhats and leather gloves. Personnel who do not meet these requirements or do not have proper clothing and personal protective equipment (PPE) will not be allowed to participate.

All listed tools and equipment shall be in good usable condition. All power-driven equipment shall be fully fueled and available for immediate use. During periods of use under this subsection, the Purchaser shall provide fuel and maintenance for all such power-driven equipment.

In the event of a fire escapement, the Purchaser's personnel and equipment shall, under supervision of the Authorized Officer or his designated representative, take action to control and mop-up the escaped fire until released from such service by the Government. If it becomes necessary to suppress a fire which escapes from the prescribed fire area for a period beyond midnight of ignition day, 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 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.

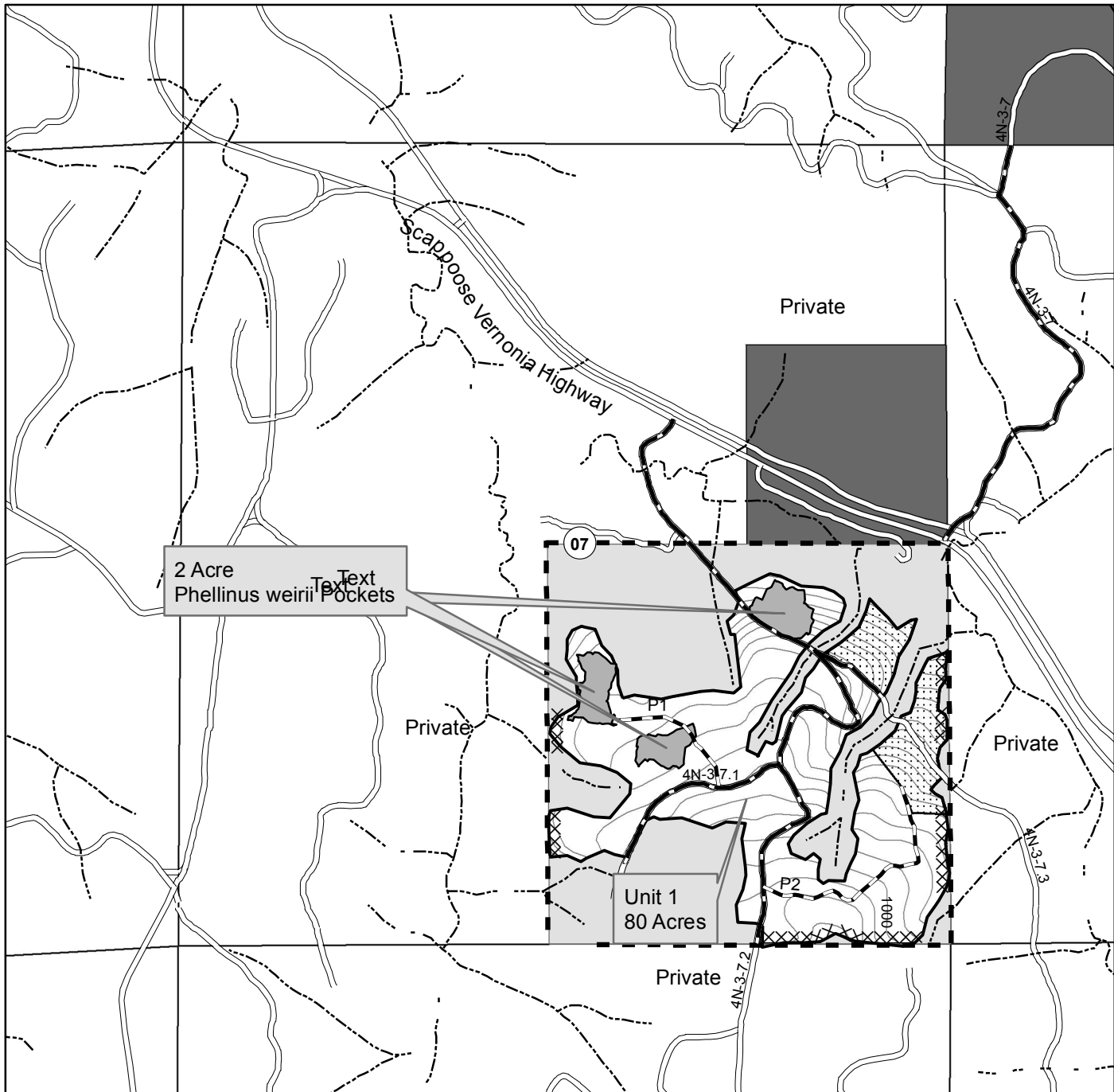
Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the personnel and equipment required herein, the Purchaser shall be responsible for all additional cost incurred by the Government in disposing of slash including but not limited to the wages and other 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 site preparation work and/or the use of additional personnel and equipment to accomplish the planned burn, the Purchaser also shall be responsible for such additional costs.

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
TIMBER SALE CONTRACT MAP

Contract No. ORS000-TS11-104
Trigger Finger Timber Sale
Exhibit G
Page 1 of 2

July 25th, 2011

T. 4N, R. 3W, Section 7 & 9 W. M. - SALEM DISTRICT - OREGON



Contour Interval : 20'

1,000 500 0 Feet



XXXX Slash pullback	Phellinus weirii Pockets
Right of Way: New Construction	Partial Cut Area: Ground Based
Right of Way: Renovate	Partial Cut Area: Cable
Contract Area	Reserve Area
Existing Roads	Ownership
Streams	BLM
	Private

Note: Boundaries of Harvest Areas are posted and/or painted orange.

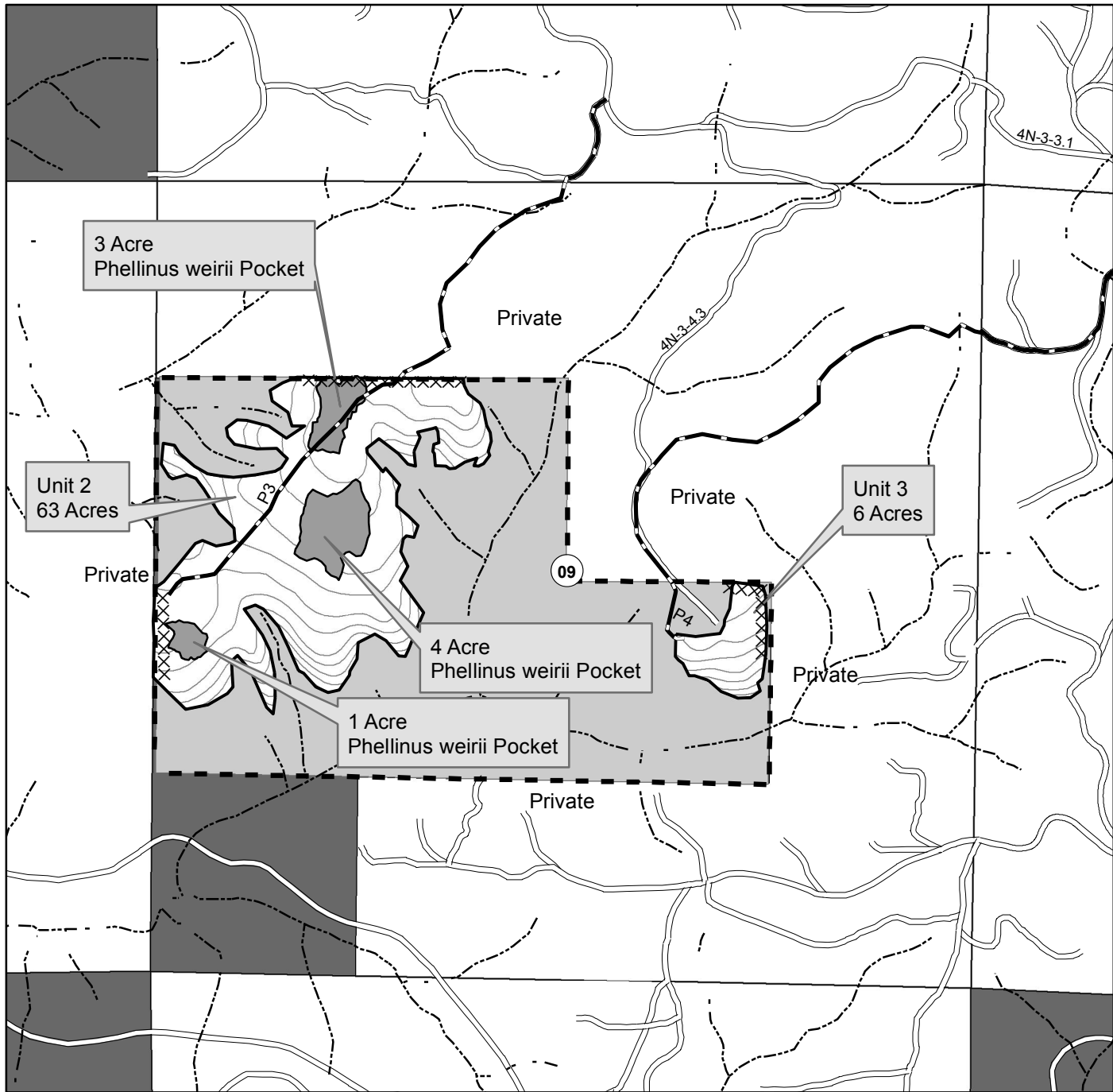
Acres shown on Exhibit A for partial cut have been computed using a Trimble Pro XR Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
TIMBER SALE CONTRACT MAP

Contract No. ORS000-TS11-104
Trigger Finger Timber Sale
Exhibit G
Page 2 of 2

July 25th, 2011

T. 4N, R. 3W, Section 7 & 9 W. M. - SALEM DISTRICT - OREGON



Contour Interval : 20'

1,000 500 0 Feet



XXXX	Slash pullback		Phellinus weirii Pockets
---	Right of Way: New Construction		Partial Cut Area: Ground Based
---	Right of Way: Renovate		Reserve Area
---	Existing Roads		Ownership
---	Streams		BLM
---	Contract Area		Private

Note: Boundaries of Harvest Areas are posted and/or painted orange.

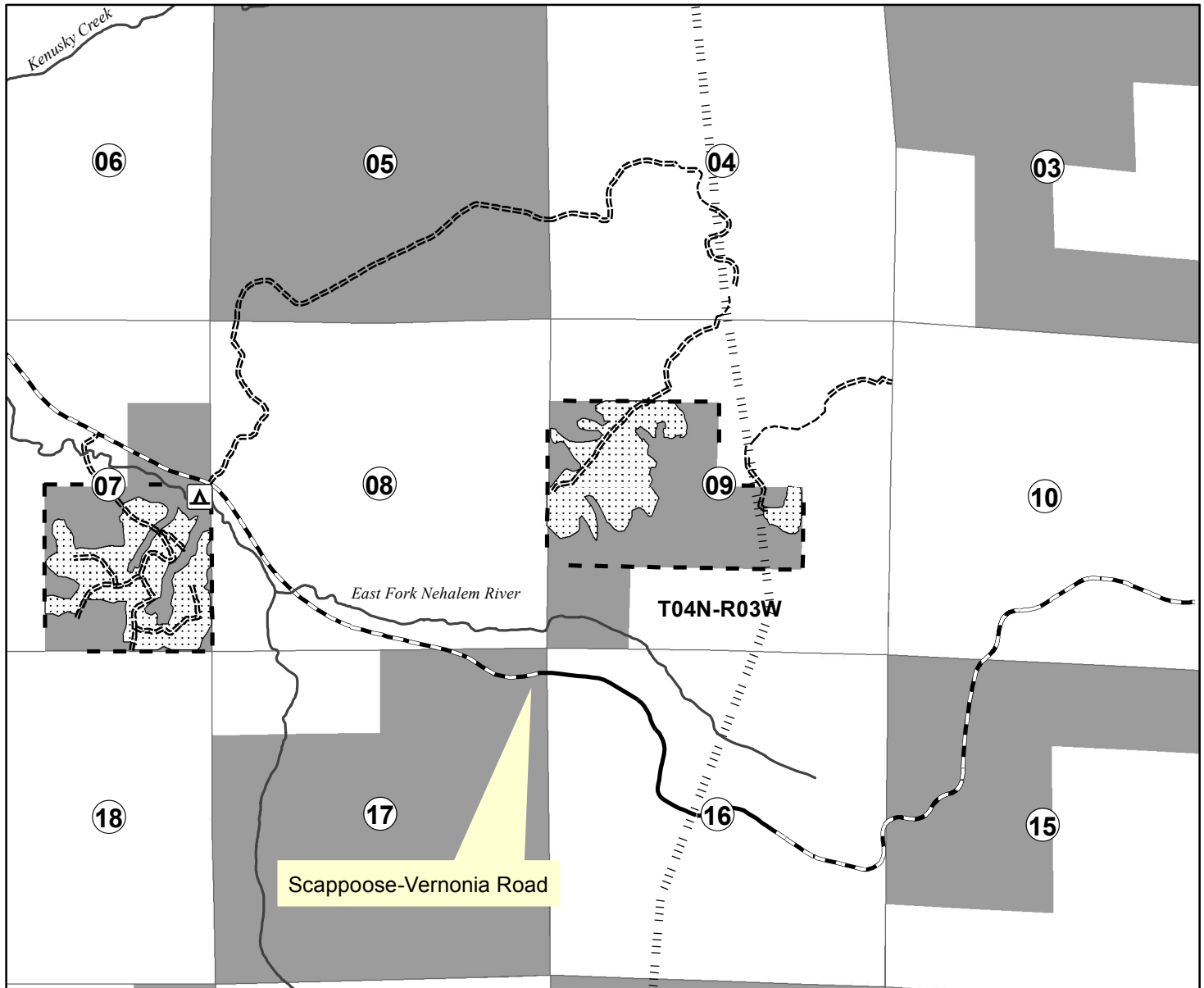
Acres shown on Exhibit A for partial cut have been computed using a Trimble Pro XR Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
SALEM DISTRICT - OREGON
TIMBER SALE LOCATION MAP

T. 4N, R. 3W, Section 7 & 9 W. M. - SALEM DISTRICT - OREGON

July 25th, 2011

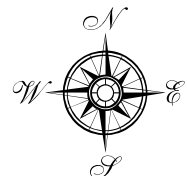
Contract No. ORS000-TS11-104
Trigger Finger Timber Sale



Legend

- | | |
|-------------------------|-----------------------------|
| Scaponia Park | Contract Area |
| Streams | Trigger Finger Access Roads |
| Powerline Right Of Way | Harvest Units |
| Scappoose Vernonia Road | BLM Land Ownership |

1 inch = 0.5 miles



<div>Form 5440-9 July 1990)</div> <div>UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT</div> <div>DEPOSIT AND BID FOR<div><input checked="" type="checkbox"/> TIMBER*</div><div><input type="checkbox"/> VEGETATIVE RESOURCE (Other Than Timber)</div></div> <div>LUMP SUM SALE</div>	<div>FORM APPROVED OMB NO.1004-0113 Expires: July 31, 1992</div>
	<div>Tract Number</div> <div>ORS000-TS11-101</div>
	<div>Sale Name</div> <div>TRIGGER FINGER</div>
	<div>Sale Notice (dated)</div> <div>August 24, 2011</div>
	<div>BLM District</div> <div>SALEM</div>

<input type="checkbox"/> Sealed Bid for Sealed Bid Sale	<input type="checkbox"/> Written Bid for Oral Auction Sale
---	--

In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated timber/vegetative resource on the tract specified above.

Required bid deposited is \$ 83,400.00 and is enclosed in the form of ☐ cash ☐ money order ☐ bank draft ☐ cashier's check ☐ certified check ☐ bid bond of corporate surety on approved list of the United States Treasury ☐ guaranteed remittance approved by the authorized officer.

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 species will be considered. If the bid is rejected the deposit will be returned.

BID SCHEDULE - LUMP SUM SALE

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

BID SUBMITTED					ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
<u>Douglas-fir</u>	<u>MBF</u>	_____ x _____ = _____	x _____ = _____			
<u>Red Alder</u>	<u>MBF</u>	_____ x _____ = _____	x _____ = _____			
_____	<u>MBF</u>	_____ x _____ = _____	x _____ = _____			
_____	<u>MBF</u>	_____ x _____ = _____	x _____ = _____			
_____	<u>MBF</u>	_____ x _____ = _____	x _____ = _____			
_____	<u>MBF</u>	_____ x _____ = _____	x _____ = _____			
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_____	<u>MBF</u>	_____ x _____ = _____	x _____ = _____			
_____	<u>MBF</u>	_____ x _____ = _____	x _____ = _____			
_____	<u>MBF</u>	_____ x _____ = _____	x _____ = _____			
_____	<u>MBF</u>	_____ x _____ = _____	x _____ = _____			
_____	<u>MBF</u>	_____ x _____ = _____	x _____ = _____			

TOTAL PURCHASE PRICE			
----------------------	--	--	--

If sale contract is executed, undersigned is liable for total purchase price even though the quantity cut, removed, or designated for taking is more or less than the 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

Business address, include zip code *(type or print)*

☐ Corporation organized under the state laws of

(To be completed following oral bidding)

Signature of Authorized Corporate Signing Officer

I HEREBY confirm the above oral bid
By (signature)

Title

Date

Submit bid, in duplicate, 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:

Oral Auction - Submit to Sales Supervisor prior to closing of qualifying period for tract.

- (1) "Bid for Timber"
- (2) Vegetative Resource Other Than Timber
- (3) Time bids are to be opened
- (4) Legal description

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et. seq.) requires us to inform you that:

This information is being collected to obtain data relevant to the operation of this timber sale contract.

This information will be used to administer our timber sale program.

Response to this request is required to obtain a benefit.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

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

ROUTINE USE: 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 or vegetative resources.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 1 hr. 15 mm. per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W. Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0113), Washington, D.C. 20503.

INSTRUCTIONS TO BIDDERS

1. **AUTHORITY** - Timber 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 located on other lands and other vegetative resources on all 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 are codified in 43 CFR Group 5400.

2. **QUALIFICATIONS OF BIDDERS** - A bidder for sale of timber/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/vegetative resource is located.

3. **INSPECTION OF TIMBER/VEGETATIVE RESOURCES** - Bidder is invited, urged, and cautioned to inspect the timber/vegetative resource prior to submitting a bid. By executing the timber/vegetative resource sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the timber/vegetative resource and his opinion of its value.

4. **DISCLAIMER OF WARRANTY** - Government expressly disclaims any warranty of the fitness of the designated timber/vegetative resource for any purpose of the bidder; all timber/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/vegetative resource to be sold is expressly disclaimed by Government.

5. **BIDS** - Sealed or written bids for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued Timber/Vegetative Resource 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 *Rid for Timber/Vegetative Resource*. time bid is to be opened, tract number, and legal description of land on which timber/vegetative resource is 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 CER 5442.2, bids will not be considered in resale of timber/vegetative resource 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) **Lump Sum Sales** - Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.

(b) **Timber Scale Sales** - Bids must state price per thousand board feet that will be paid for each species. High bidder will be determined by multiplying bid price per thousand board feet per species by Bureau of Land Management estimate of volume of each species. Purchaser shall be liable for purchase price of all merchantable timber sold under contract even though all such timber is not actually cut and removed prior to expiration of time for cutting and removal as specified in contract. *

7. **BID DEPOSIT** - All bidders must make a deposit of not less than the amount specified in the *Timber/Vegetative Resource Notic*. 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*, or any approved guaranteed remittance approved by the Authorized 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 band, will be returned at the time the contract is signed by the Government.

8. **A WARD 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/VEGETATIVE RESOURCE SALE CONTRACT** - To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager's office.

10. **PERFORMANCE BOND** -

(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 5150.1(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 Authorized Officer.

(b) If purchaser elects to cut timber 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 to be cut. Such increase must be on 5 bond rider form supplied by Government and be approved, in writing, by Government prior to cutting timber covered by the bond increase. This increased amount of bond shall be used to assure payment for timber cut in advance of payment.*

11. **PAYMENT BOND** - If purchaser elects to (a) cut and remove timber, or (b) remove timber 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 covered by the bond. Payment bond shall be used to assure payment for timber 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 II above, no part of any timber/vegetative resource 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 Vegetative Resource 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/vegetative resource, it may, in its discretion, keep the sale open, not to exceed ninety (90) days.

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.

*Applies to Timber Only

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 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 use; 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. 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, hid, 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.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOTICE OF REQUIREMENT FOR CERTIFICATION
OF NONSEGREGATED FACILITIES

Bidders and offerors are cautioned as follows: by signing this bid or offer or entering into this contract or lease, as the case may be, the bidder, offeror, or contractor will be deemed to have signed and agreed to the provisions of the Certification of Nonsegregated Facilities in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, color, religion, sex, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offeror to agree to the Certification of Nonsegregated Facilities will render his bid or offer nonresponsive to the terms of solicitations involving awards of contract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

In accordance with 41 CFR 60, as amended May 19, 1967, and Executive Order No. 11246 of September 24, 1965, as amended, this notification will be included in all notices of invitations for bid, lease, offers, and requests for proposal where prospective nonexempt contracts may exceed \$10,000.

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT EXPORT DETERMINATION	OMB CLEARANCE NO. 1004-0058 EXPIRES MAY 31, 1983	
	Location of facility where Federal Timber is expected to be processed.	
	INSTRUCTIONS Timber sale applicant forwards information to authorized officer.	
In compliance with requirements of 43 CFR 5424, <input type="checkbox"/> I <input type="checkbox"/> We hereby submit the following information:		
(1) Have you exported private timber from lands tributary to the above processing facility within the last 12 months? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, give date of last export sale.) a. Export (date)_____		
(2) Provide names of affiliates* who have exported private timber from lands tributary to the above processing facility within the last 12 months and date of last export sale. <div style="display: flex; justify-content: space-between;"> <div style="width: 50%;"> a. Affiliate_____ </div> <div style="width: 45%;"> Export date_____ </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 50%;"> b. Affiliate_____ </div> <div style="width: 45%;"> Export date_____ </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 50%;"> c. Affiliate_____ </div> <div style="width: 45%;"> Export date_____ </div> </div>		
*See 43 CFR 5424.0-5		
Name of Firm _____		
Signature of Signing Officer _____	Title _____	Date _____

(See statement on reverse)

Form 5450-17 (June 1981)

The Bureau of Land Management collects this information pursuant to the law(see 43 CFR 5400.0-3(c)).

The Bureau of Land Management uses the information to determine whether Federal timber has been substituted for exported private timber (see 43 CFR 5400.0-5(n) and 5424.0-6(c)(2)).

A Bureau of Land Management timber purchaser is obligated to report this information under provisions of the above-numbered contract (see 43 CFR 5424.1).

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Timber - Sale - Summary

Salem
Trigger Finger
TS 11-104

Legal Description

Forest Type	Township	Range	Section	Subdivision
O&C	T4N	R3W	SECT.7	SE1/4
O&C	T4N	R3W	SECT.9	S1/2NW1/4,N1/2SW1/4

Cutting Volume (16' MBF)

Unit	DF	RA							Total	Regen	Partial	ROW
7-1	1,802	6							1,808	0	77	3
9-1	1,636	5							1,641	0	62	1
9-2	142	1							143	0	6	0
Totals	3,580	12							3,592	0	145	4

Logging Costs per 16' MBF

Stump to Truck	\$	97.31
Transportation	\$	48.53
Road Construction	\$	15.89
Road Amortization	\$	0.36
Road Maintenance	\$	4.36

Other Allowances :

Equipment Washing	\$ 0.25
Misc	\$ 0.90
Piling	\$ 1.97
Slash Pullback	\$ 0.34
Slashing	\$ 1.31
Total Other Allowances :	\$ 4.77

Profit & Risk

Total Profit & Risk	10 %
Basic Profit & Risk	7 % + Additional Risk 3 %
Back Off	0 %

Tract Features

Avg Log	Douglas-fir : 59 bf	All : 60 bf
Recovery	Douglas-fir : 96 %	All : 94 %
Salvage	Douglas-fir : 0 %	All : 0 %
Avg Volume (16' MBF per Acre)		24
Avg Yarding Slope		25 %
Avg Yarding Distance (feet)		800
Avg Age		70
Volume Cable		17 %
Volume Ground		83 %
Volume Aerial		0 %
Road Construction Stations		21.25
Road Improvement Stations		0.00
Road Renovation Stations		389.97
Road Decommission Stations		49.65

Cruise

Cruised By	Mario Salmon
Date	
Type of Cruise	3P/PCMTRE
County, State	Tillamook, OR

Net Volume

Green (16' MBF)	3,592
Salvage (16' MBF)	0
Douglas-fir Peeler	0
Export Volume	0
Scaling Allowance (\$0.50 per 16' MBF)	\$1,796.00

Total Logging Costs per 16' MBF

\$ 171.21

Utilization Centers

Center #1 : Banks, Oregon	50 Miles
Center #2	0 Miles
Weighted distance to Utilization Centers	50

Length of Contract

Cutting and Removal Time	36 Months
Personal Property Removal Time	1 Months

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Salem
Trigger Finger
TS 11-104

Stumpage Summary

Stumpage Computation (16' MBF)

Species	Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Cost	(+) Marginal Log Value	(-) Back Off	Appraised Price	Appraised Value
DF	12,576	3,580	\$ 448.28	\$ 44.83	\$ 171.21			\$ 232.20	\$ 831,276.00
RA	1,120	12	\$ 387.75	\$ 38.78	\$ 171.21			\$ 177.80	\$ 2,133.60
Totals	13,696	3,592							\$ 833,409.60

Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir				66.0	28.0	6.0
Red Alder					100.0	

Marginal Log Volume

Species	Grade #7	Grade #8
Douglas-fir		
Red Alder		

Appraised By :

Date :

Area Approval By :

Date :

District Approval By :

Date :

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Salem
Trigger Finger
TS 11-104

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Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir				66.0	28.0	6.0
Red Alder					100.0	

Marginal Log Volume

Species	Grade #7	Grade #8
Douglas-fir		
Red Alder		

Appraised By :

Date :

Area Approval By :

Date :

District Approval By :

Date :