# UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Salem District Office 1717 Fabry Road, S.E. Salem, Oregon 97306

> Baker's Dozen Timber Sale ORS06-TS-2016.0101 Date: June 22, 2016

#### **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, attached. Written and oral bids will be received by the District Manager, or her representative, in the timber sale room at the District Office, 1717 Fabry Road, S.E., Salem, Oregon. Written bids and deposits will be accepted beginning at 8:30 a.m. and the timber sale oral auction will commence at 9:00 a.m., on Wednesday, June 22, 2016.

THIS TIMBER SALE NOTICE does <u>not</u> 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 May 27, 2016. 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 5430-11, a certification that the bid was arrived at by the bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. Also, 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, including timber from Federal rights-of-ways, shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5420, as amended.

LOG EXPORT AND SUBSTITUTION RESTRICTIONS: Excepting Port-Orford-cedar, all timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber. The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The Purchaser shall bear any increased costs for log branding and painting.

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.

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. The prospectus for this/these sale(s) is also available online at: <a href="http://www.blm.gov/or/districts/salem/timbersales/index.php">http://www.blm.gov/or/districts/salem/timbersales/index.php</a>. The prospectus includes maps and tables that cannot be made Section 508 compliant. For help with its data or information, please contact the Salem District Office at 503-375-5646.

Attachments:

Form 5450-17

Form 5430-11

Form 5440-9

#### TIMBER SALE NOTICE

Sale Date: June 22, 2016

SALEM DISTRICT TILLAMOOK FIELD OFFICE COLUMBIA MASTER UNIT

CONTRACT NO.: ORS06-TS-2016.0101, Baker's Dozen Timber Sale, Lump Sum WASHINGTON COUNTY, OREGON: O&C: **ORAL AUCTION**: BID DEPOSIT REQUIRED: \$144,800.00

All timber designated for cutting on: N½, NE¼SW¼, NW¼SE¼, Sec. 13, T.3 N., R.3 W., W.M., 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	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Volume Times Appraised Price
16,972	4,076	Douglas-fir	4,864	\$297.60	\$1,447,526.40
112	1	red alder	1	\$368.80	\$368.80
17,084	4,077	Totals	4,865		\$1,447,895.20

<u>LOG EXPORT AND SUBSTITUTION RESTRICTIONS</u>: 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.

<u>CRUISE INFORMATION</u>: The timber volumes for the partial cut units were based on a variable plot cruise for estimating the board foot volume of trees. Plots were measured using a 20 basal area factor (BAF) for partial cut units. None of the total sale volume is salvage material. For merchantable Douglas-fir trees the average DBHOB is 15.2 inches; the average gross merchantable log contains 57 bf; the total gross volume is approximately 5,108 MBF; and 95% recovery is expected. The Right-of-Way volume is based on a 3-P cruise for estimating the board foot volume of trees.

<u>CUTTING AREA:</u> One (1) unit totaling approximately 199 acres shall be partial cut. In addition, approximately three (3) acres of right-of-way shall be cut. Acres shown on Exhibit A have been computed using a Trimble Pro XH Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

<u>DURATION OF CONTRACT:</u> Contract length will be 36 months for cutting and removal of timber.

<u>LOCATION</u>: The contract area is located approximately 5.5 air miles due west of Scappoose, Oregon. Starting on Highway 30 in Scappoose, proceed to the stop light at Havlik Drive, turn west onto Havlik and proceed to the next stop sign, turn south onto SW Old Portland Road, then turn west onto Dutch Canyon Road. Follow Dutch Canyon Road for approximately 5 miles until reaching a locked gate. From the gate, consult the included map to reach individual harvest units. Access to the sale area is through locked gates. Prospective bidders may obtain a combination from the Tillamook Field office by calling 503-815-1100 or the Salem District Office by calling 503-375-5646.

ACCESS AND ROAD MAINTENANCE: Access is provided by County, Rayonier Washington Timber Company, Weyerhaeuser Columbia Timberlands LLC, Scappoose Western Forests LLC, and Bureau of Land Management (BLM) controlled roads. All roads used in conjunction with this sale will be maintained by the Purchaser, except the 4N-3-14.1 (Seg. J1) and 4N-3-28.1. Purchaser will be required to pay a rock wear obligation of (\$3,957.20) to the Government and spread 80 CY crushed rock on BLM roads for maintenance.

In the use of Weyerhaeuser Columbia Timberlands LLC controlled roads, under Agreement S-522A (OR065603) and as shown on Exhibit E, the Purchaser will be required to enter into a license agreement which requires: (a) Purchaser maintenance of all Weyerhaeuser Columbia Timberlands LLC controlled roads, (b) Purchaser pay a rockwear fee of \$1,430.31, and (c) Purchaser provide proof of insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000 and a performance bond of \$1,000.00. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement.

In the use of Rayonier Washington Timber Company controlled roads, under Agreement S-522F (OR066364) and as shown on Exhibit E, the Purchaser will be required to enter into a license agreement which requires: (a) Purchaser maintenance of Rayonier Washington Timber Company controlled roads: 3N-3-13.0 (seg. E1), 3N-3-13.1, and 3N-3-11.0 (Seg. B), (b) Purchaser pay a rockwear fee of \$4,052.55, (c) Purchaser shall pay a maintenance fee of \$6,017.03 towards roads: 4N-3-14.1 (Seg J1) and 4N-3-28.1, and (d) Purchaser provide proof of insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000 and a performance bond of \$2,000.00. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement.

In the use of Scappoose Western Forests, LLC controlled roads, under Agreement S-522G (OR066365) and as shown on Exhibit E, the Purchaser will be required to enter into a license agreement which requires: (a) Purchaser maintenance of all Scappoose Western controlled roads, (b) Purchaser pay a rockwear fee of \$5,459.02, and (c) Purchaser provide proof of insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000 and a performance bond of \$3,000.00. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement.

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. It shall also include the spreading of 180 CY crushed rock on non-BLM roads as needed and instructed by Authorized Officer.

<u>ROAD CONSTRUCTION AND RENOVATION</u>: The Purchaser will be required to do all work set forth below. The Purchaser shall supply all materials unless otherwise indicated.

#### 1. New Road Construction:

- Road Spur A- 375 feet, 14-foot outsloped subgrade, Natural Surfacing, Blading, Clearing and Grubbing, Landing Construction.
- Road Spur C- 960 feet, 14-foot outsloped subgrade, Natural Surfacing, Blading, Clearing and Grubbing, Landing and Turnaround Construction.
- Road Spur D- 810 feet, 14-foot outsloped subgrade, Natural Surfacing, Blading, Clearing and Grubbing, Landing and Turnaround Construction.
- Road Spur E 1,495 feet, 14-foot outsloped subgrade, Natural Surfacing, Blading, Clearing and Grubbing, Landing and Turnaround Construction, installation of two pipes, and some designed construction (Sta. 0+00-6+45).

3N-3-13.6 (Sta. 0+00-3+95) – 395 feet, 14-foot outsloped subgrade, Natural Surfacing, and Blading, Clearing and Grubbing.

#### 2. Renovation:

- Road Spur B- 675 feet, 14-foot outsloped subgrade, Natural Surfacing, Blading, Clearing and Grubbing, Landing and Turnaround Construction.
- Road 3N-2-17.0- 0.831 miles Rocked Surfacing, Spot Rock Placement, Blading, Clean Culverts, Brushing, and re-establish ditchlines by bunching and hauling.
- Road 3N-3-11.0- 0.417 miles Rocked Surfacing, Spot Rock Placement, Blading, Clean Culverts, Brushing, and re-establish ditchlines by bunching and hauling.
- Road 3N-3-13.0 North 1.490 miles Rock Surfacing, Spot Rock Placement, Blading, Clean Culverts, Brushing, re-establish ditchlines by bunching and hauling.
- Road 3N-3-13.0 South (3+22 52+30) 4,908 feet, Natural Surfacing (outsloped), Blading, Clearing and Grubbing, Spot Rock Placement, Turnout Construction, Loaded Truck Turnaround Construction, Road Widening, Rolling Waterdip Construction, Blockage of adjacent ATV road entering the main road, installation of one culvert in log fill removal, and Landing Construction.
- Road 3N-3-13.1- 0.275 miles Rock Surfacing, Spot Rock Placement, Blading, Brushing, Ditchline reestablishment by bunching and hauling.
- Road 3N-3-13.6 (Sta. 3+95 7+50, 9+20 27+25, & 29+85 31+60) 23+35 Stations Natural Surfacing, Spot Rock Placement, Blade, Turnout Construction, Clearing and Grubbing, Cutting and drifting material for fill to slacken steep grades, and Landing Construction.
- Roads 4N-3-14.1, 4N-3-15.0, and 4N-3-28.1 (Gunner's Lakes/Pisgah Lookout Road)- 3.200 miles Rocked Surfacing, Spot Rock Placement, Blading, Clean Culverts, Brushing, and Ditchline reestablishment by bunching and hauling.
- Pisgah Home/Baconna 2.300 miles Rocked Surfacing, Spot Rock Placement, Blading, Clean Culverts, Brushing, and Ditchline re-establishment by bunching and hauling.

#### 3. Improvement:

- Road 3N-3-13.0 South (0+00 3+22) 322 feet Rocked Surfacing (outsloped) by spreading Pit-Run Base and Crushed Cap Rock Spread, Vertical and Horizontal re-alignment required (as marked with slope stakes). Blading, Clearing and Grubbing, and Road Widening,
- Road 3N-3-13.6 (7+50 9+20 & 27+25 29+85) 430 feet Natural Surfacing (outsloped), Vertical and Horizontal re-alignment required, Blading, Clearing and Grubbing.

#### 4. Estimated Quantities:

- a. Clearing, Grubbing, and Brushing:
  - 3.3 acres of new construction
  - 4.6 acres of renovation
  - 0.5 acres of improvement
  - 8.52 miles brushing

#### b. Culverts:

120 feet of 24 inch Corrugated Plastic Pipe (CPP) – Type S

#### c. Aggregate Material:

<u>Description</u>
1-1/2" minus crushed rock – Commercial Spot Rock - Construction rock
1-1/2" minus crushed rock – Stockpile Spot Rock - Construction rock
1-1/2" minus crushed rock – Stockpile Culvert bedding material –
Construction rock
1-1/2" minus crushed rock – Commercial Capping Rock – Construction rock
Pit-Run Rock – Commercial Rock Lift - Construction rock
1-1/2" minus Commercial crushed rock – BLM maintenance rock
1-1/2" minus Commercial crushed rock – non-BLM maintenance
rock
Riprap – (Class 3)

Rock Source: Commercial and Existing Crushed River Rock Stockpile (as designated)

#### OTHER:

Compaction of all final subgrades will be required.

Right of way debris will be disposed of by scattering adjacent to all roads (outside of clearing limits).

All natural surface roads will be water barred and blocked at the end of seasonal operations.

Roads Spur A, Spur B, Spur C, Spur D, Spur E, 3N-3-13.0 South (1+72 – 52+30), and 3N-3-13.6 will be subsoiled to a depth of 18"inches, culverts removed, water barred, blocked, & slash scattered over road prism 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. Roads 3N-3-13.0 South (0+00 – 1+72) will be decommissioned by waterbarring, scattering slash on road prism, & blocked upon completion of logging (no subsoiling). Clearing debris shall be placed on and around the barriers so as to prevent further use of the road by vehicles.

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

Straw mulch will be required on all disturbed/seeded soils that are wet and/or within 50 feet each side of "live stream" locations and all disposal sites. Straw will be furnished by the Government.

All waste from re-establishing ditchlines on rock surfaced roads shall be bunched and end-hauled to designated waste areas.

All slide removal material shall be end-hauled to designated waste areas.

Culverts removed during decommissioning shall be designated as salvageable and shall be hauled to the BLM Maintenance facility.

#### SPECIAL ATTENTION ITEMS:

Sec. 42.z Chemical toilets

Sec. 42.1-n Seasonal Restrictions

Sec. 42.o Safety

Sec. 42.ee Logging Residue Reduction

#### DESIGNATION AND SALE OF ADDITIONAL TIMBER (Sec. 42.k):

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,

#### **SEASONAL RESTRICTION MATRIX:**

#### **Restricted Times are Shaded**

	JA	N	FI	EB	M	AR	A	PR	M	AY	JU	JN	JU	JL	ΑŪ	JG	SI	EΡ	00	СТ	NO	OV	DI	EC
Activity	1	16	1	16	1	16	1	16	1	16	1	16	1	16	1	16	1	16	1	16	1	16	1	16
Ground-Based Yarding																								
Skyline Yarding																								
In-Stream Work																								
Road Construction, Renovation, Stabilization, and Decommissioning																								
Log Haul																								

<sup>\*</sup>All dates, except for In-Stream work, are dependent on actual weather conditions

#### TIMBER SALE CONTRACT SPECIAL PROVISIONS

#### Sec. 41.

#### **RESERVED**

- a. All timber in the reserve area(s) shown on Exhibit A, and all trees that are painted orange and/or posted, which mark the boundaries of the reserve areas.
  - b. All trees marked with orange paint in the partial cut areas shown on Exhibit A.
- c. All big leaf maple in the partial cut areas shown on Exhibit A, unless otherwise approved by the Authorized Officer.
- d. All snags and down trees in the partial cut areas shown on Exhibit A, unless approved by the Authorized Officer.

#### Sec. 42. 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 seven (7) 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 seven (7) 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, except in the Special Yarding Areas, as shown on Exhibit A.
- e. No trees may be felled into the reserve areas designated on Exhibit A, or adjacent private land, unless expressly authorized by other provisions of this contract.
- f. No yarding or loading is permitted in or through the reserve area, shown on Exhibit A, unless approved by the Authorized Officer.
- g. 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.
- h. 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.
- i. 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. The number of designated corridors and their locations and

tail and lift trees will be approved by the Authorized Officer prior to commencement of falling operations.

- j. In the "Partial Cut Area - Ground-Based areas" shown on Exhibit A, all yarding shall be done by equipment operated on designated skid roads. Yarding shall be done so that the lead-end of the log is lifted fully off the ground. The area composed of skid trails and landings shall not exceed 10% of the total ground-based yarding area. Generally, 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. Skid roads shall be approved by the Authorized Officer prior to the commencement of falling operations. All non-skidding equipment operated off skid roads shall not exceed a ground pressure rating of 8 p.s.i. (pounds per square inch), and shall be trackedmounted, have a boom mounted cutting head or grapple and shall operate on a continuous layer of slash, with no more than two passes over the same ground, unless approved by the Authorized Officer. Immediately following ground-based yarding activities for any operating season, the Purchaser shall construct water bars and block the entrance to skid trails as designated by the Authorized Officer.
- k. 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 contact 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.(f). 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 41 of the contract or any tree that exceeds 32 inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Sec. 8 of the contract.
- 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.

#### SEASONAL RESTRICTIONS

- l. Ground based yarding, cable yarding, and hauling are prohibited in the timber harvest 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/stabilization, and subsoiling, shown on Exhibit C 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 Maintenance as shown on Exhibit E and described in Exhibit D shall be performed during periods approved by Authorized Officer.

n. No in-stream work on culverts shall be conducted between September 1 of one calendar year and July 15 of the following calendar year, both days inclusive.

### SAFETY

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

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

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

#### ROAD CONSTRUCTION, IMPROVEMENT, RENOVATION, MAINTENANCE AND USE

- p. The Purchaser shall construct natural surfaced roads: Spur A, Spur C, Spur D, Spur E, and 3N-3-13.6 (Sta. 0+00-3+95). Purchaser shall renovate natural surfaced road: Spur B, 3N-3-13.0 South (Sta. 3+22-52+30), and 3N-3-13.6 (Sta. 3+95-7+50, 9+20-27+25, & 29+85-31+60). Purchaser shall improve natural surfaced road: 3N-3-13.6 (Sta. 7+50-9+20 & 27+25-29+85) and 3N-3-13.0 South (1+72-3+22). Purchaser shall improve surfaced road: 3N-3-13.0 South (1+72-3+22). Purchaser shall renovate surfaced roads: 3N-2-17.0, 3N-3-13.0 South (3N-3-13.0). Purchaser shall renovate surfaced roads: 3N-2-17.0, 3N-3-13.0 North, 3N-3-13.1, Pisgah Home/Baconna, and Gunners Lakes/Pisgah Lookout.
- q. 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.

- r. Within 30 days of completion of yarding and hauling operations, the Purchaser shall decommission Spur A, Spur B, Spur C, Spur D, Spur E, 3N-3-13.0 South (1+72 52+30), and 3N-3-13.6 as shown on Exhibit C, by subsoiling, removing culverts, installing non-drivable waterbars, scattering slash, and blocking. Purchaser shall decommission 3N-3-13.0 South (0+00 1+72) by installing non-drivable waterbars, scattering slash, and blocking. Subsoiling shall consist of loosening the soil to a depth of eighteen 18 inches utilizing excavator attachments, log loader tongs or other approved equipment acceptable to the Authorized Officer. No subsoiling shall be required where the road traverses rock outcroppings. All natural water courses shall be opened to prevent erosion of the road. 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 as shown on Exhibit C.
- s. 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 Sections 42.t.

Dood No. and Comment	Length Miles Used	Road Control	Road Surface	Maintenance
Road No. and Segment	Willes Used	Road Collifor	Type	Responsibility
Spur A	0.07	BLM	Natural	Purchaser
Spur B	0.13	BLM	Natural	Purchaser
Spur C	0.18	BLM	Natural	Purchaser
Spur D	0.15	BLM	Natural	Purchaser
Spur E	0.28	BLM	Natural	Purchaser
4N-3-14.1 Seg G,I	0.16	BLM	Rocked	Purchaser
4N-3-15.0 Seg A	0.46	BLM	Rocked	Purchaser
3N-3-11.0 Seg A	0.36	BLM	Rocked	Purchaser
3N-3-13.0 Seg D2,D3	0.96	BLM	Natural	Purchaser
3N-3-13.0 Seg F2,F3	0.68	BLM	Rocked	Purchaser
3N-3-13.6	0.60	BLM	Natural	Purchaser

- t. The Purchaser shall perform any road repair and maintenance work on roads used, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract which is attached hereto and made a part hereof. Purchaser shall spread **80** cubic yards of crushed rock on BLM controlled roads as directed by Authorized Officer as part of maintenance requirements. Purchaser shall also pay a rock wear fee of \$3,957.20 to the Government (paid prior to hauling operations). Additional fees for rockwear will be calculated at the agreed upon rates for additional timber volume and be charged to Purchaser, and be paid prior to contract termination.
- u. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road use Agreement S-522A (OR065603) between the United States of America and Weyerhaeuser Columbia Timberlands LLC. The Purchaser will be required to enter into a license agreement prior to commencement of operations. The Purchaser

shall furnish to the Authorized Officer a copy of the required executed license agreement. The license agreement conditions include: 1) No Payment to Weyerhaeuser Columbia Timberlands LLC for road use obligation. 2) Payment to Weyerhaeuser Columbia Timberlands LLC a rockwear fee obligation of \$1,430.31, and paid prior to hauling operations. Rockwear fees have been calculated using the estimated timber volumes. Additional fees for rockwear will be calculated at the agreed upon rates (in the license agreement) for additional timber volume and be charged to Purchaser. All payments shall be made to Licensor prior to contract termination. 3) The Purchaser shall perform any road repair and maintenance work on roads, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract which is attached hereto and made a part hereof. Purchaser shall spread crushed rock on roads as directed by Authorized Officer as part of maintenance requirements. 4) Default by the Purchaser of said Right-of-Way and Road Use Agreement or any license agreement executed pursuant thereto, shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. The Purchaser will be required to carry liability insurance with the 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	Length Miles	Dard Cantural	Road Surface	Maintenance
Segment	Used	Road Control	Туре	Responsibility
4N-3-15.0 B	0.31	Weyerhaeuser	Rocked	Purchaser
3N-2-17.0 Seg A	0.29	Weyerhaeuser	Rocked	Purchaser

In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road use Agreement S-522F (OR066364) between the United States of America and Rayonier Washington Timber Company. The Purchaser will be required to enter into a license agreement prior to commencement of operations. The Purchaser shall furnish to the Authorized Officer a copy of the required executed license agreement. The license agreement conditions include: 1) No payment to Rayonier Washington Timber Company for road use obligation. 2) Payment to Rayonier Washington Timber Company a rockwear fee obligation of \$4,052.55, and paid prior to hauling operations. Rockwear fees have been calculated using estimated timber volumes. Additional fees for rockwear will be calculated at the agreed upon rates (in the license agreement) for additional timber volume and be charged to Purchaser. All payments shall be made to Licensor prior to contract termination. 3) The Purchaser shall not perform maintenance on road Segments 4N-3-14.1 (Seg. J1) and 4N-3-28.1. Purchaser shall pay a maintenance fee of \$6,017.03 to Rayonier Washington Timber Company for these two roads, and paid prior to hauling operations. Maintenance fees have been calculated using estimated timber volumes. Additional fees for maintenance on these two roads will be calculated at the agreed upon rates (in the license agreement) for additional timber volume and be charged to Purchaser. 4) The Purchaser shall perform any road repair and maintenance work on roads 3N-3-13.0 (Seg. E1), 3N-3-13.1, and 3N-3-11.0 (Seg. B), under the terms of Exhibit D, "Road Maintenance Specifications," of this contract which is attached hereto and made a part hereof. Purchaser shall spread crushed rock on roads as directed by Authorized Officer as part of maintenance requirements. 5) The Purchaser will also be required to enter into a timber sale contract with Rayonier for the purchase of right-of-way timber needed for renovation of road 3N-3-13.0 segment E1. 6) Default by the Purchaser of said Right-of-Way and Road Use

Agreement or any license agreement executed pursuant thereto, shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. The Purchaser will be required to carry liability insurance with the limits of \$1,000,000/\$1,000,000/\$1,000,000 and provide a performance bond in the amount of \$2,000.00.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
3N-3-11.0 Seg B	0.05	Rayonier	Rocked	Purchaser
3N-3-13.0 Seg E1	0.03	Rayonier	Rocked	Purchaser
3N-3-13.1	0.28	Rayonier	Rocked	Purchaser
4N-3-14.1 J1	0.30	Rayonier	Rocked	Rayonier
4N-3-28.1	1.04	Rayonier	Rocked	Rayonier

w. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road use Agreement S-522G (OR066365) between the United States of America and Scappoose Western Forests, LLC. The Purchaser will be required to enter into a license agreement prior to commencement of operations. The Purchaser shall furnish to the Authorized Officer a copy of the required executed license agreement. The license agreement conditions include: 1) No payment to Scappoose Western Forests, LLC for road use obligation. 2) Payment to Scappoose Western Forests, LLC a rockwear fee obligation of \$5,459.02, and paid prior to hauling operations. Rockwear fees have been calculated using the estimated timber volumes. Additional fees for rockwear will be calculated at the agreed upon rates (in the license agreement) for additional timber volume and be charged to Purchaser. All payments shall be made to Licensor prior to contract termination. 3) The Purchaser shall perform any road repair and maintenance work on roads, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract which is attached hereto and made a part hereof. Purchaser shall spread crushed rock on roads as directed by Authorized Officer as part of maintenance requirements. 4) Default by the Purchaser of said Right-of-Way and Road Use Agreement or any license agreement executed pursuant thereto, shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. The Purchaser will be required to carry liability insurance with the limits of \$1,000,000/\$1,000,000/\$1,000,000 and provide a performance bond in the amount of \$3,000.00.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
	Willes Used	Road Control	Турс	Responsibility
4N-3-14.1 Seg. F,H	0.39	Scappoose Western	Rocked	Purchaser
4N-3-15.0 Seg. C,D	0.55	Scappoose Western	Rocked	Purchaser
3N-2-17.0 Seg B	0.54	Scappoose Western	Rocked	Purchaser
3N-3-13.0 Seg G	0.81	Scappoose Western	Rocked	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 perform any road repair and maintenance work on roads used (and designated as Purchaser Maintenance), under the terms of Exhibit D, "Road Maintenance Specifications," of this contract which is attached hereto and made a part hereof. Purchaser shall spread 180 cubic yards of crushed rock on non-BLM controlled roads used for this timber sale, as directed by Authorized Officer as part of maintenance requirements.

#### **ENVIRONMENTAL PROTECTION**

- z. In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall supply and maintain chemical toilets on the work site. Employees shall use the toilet facilities provided.
- aa. During culvert installation or replacement activities, all stream flow shall be diverted around the culvert work occurring in live streams, as to maintain downstream flows and minimize turbidity. Woody material removed from stream channels during culvert work shall be placed in the stream channel downstream of the culvert.
- bb. 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.
- cc. 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.

#### FIRE PROTECTION

- dd. 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. Firefighting 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 firefighting 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.
    - 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 bucker 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 at least 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 fire season, no smoking shall be permitted outside of closed vehicles.

#### LOGGING RESIDUE REDUCTION

ee. Immediately upon completion of harvest on any individual units, logging slash at all landings including slash around the edges of landings that can be reached with an excavator shall be machine piled and covered to the specifications as follows:

#### **CONSTRUCTION AND COVERING OF LANDING PILES**

- 1. 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.
- 2. Landing piles should be located as far as possible from green trees, to minimize damage.
- 3. 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.
- 4. 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.

- 5. No landing debris shall be dozed off the landing and covered with dirt.
- 6. 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.
- 7. Completion of landing pile construction and covering is subject to the approval of the Authorized Officer.

#### PRESCRIBED BURNING

- ff. 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 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, landing pile and hand 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 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<sup>TM</sup> 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.

#### 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.

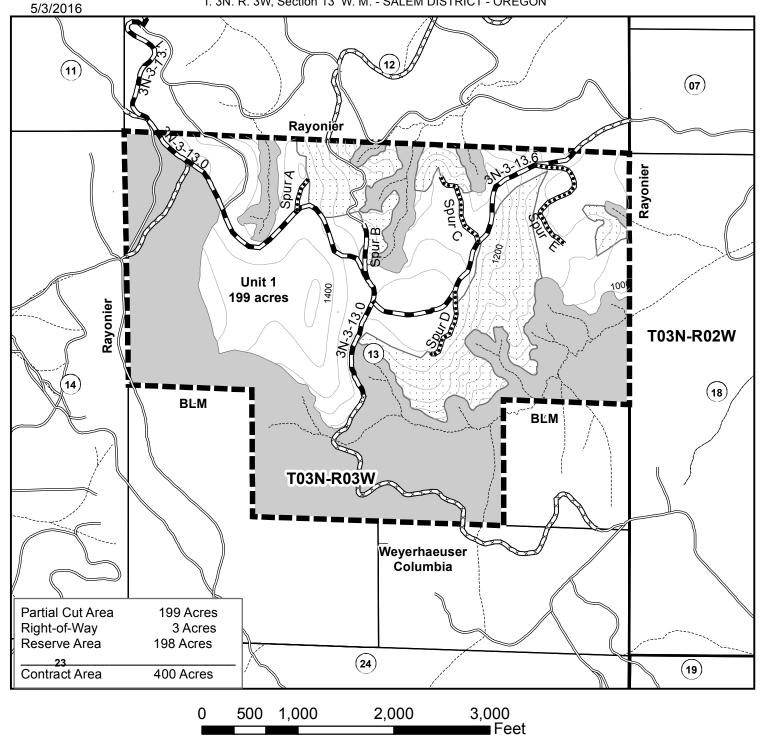
At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. Any increased costs for log branding and painting shall be the responsibility of the Purchaser.



#### TIMBER SALE CONTRACT MAP

Contract No. ORS06-TS-2016.0101 Baker's Dozen Timber Sale Exhibit A Page 1 of 1

T. 3N. R. 3W, Section 13 W. M. - SALEM DISTRICT - OREGON



Contour Interval: 40 feet 1 inch = 1,000 feet

Road to be Constructed
Road to be renovated

Partial Cut Area Ground-Based

Partial Cut Area- Skyline

Partial Cut Area- Skyline

Streams

Bakers Dozen Project Area

Reserve Area

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate usewith other data. Original data were compiled from various sources and may be updated without notification. Note: Boundaries of partial cut units and rights-of-ways (ROW) are painted orange and posted. Partial cut acres do not include existing roads or previously harvested patch cuts. Acres shown on Exhibit A for partial cut have been computed using a Trimble Geo 6000 GPS Unit.

Form 5450-3a (February 1986)

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

#### **EXHIBIT B / PRE-SALE**

5450-3

Contract No.

ORS06-TS-2016.0101

Baker's Dozen

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

SPECIES	ESTIMATED VOLUM (Units Spec	_	UANTITY		PRICE PER UNIT	ESTIMATED VOLUME OR QUANTITY X UNIT PRICE
Douglas Fir		4,	864.0	MBF	\$297.60	\$1,447,526.40
Red Alder			1.0	MBF	\$368.80	\$368.80
TOTALS			4,865.0	) MBF		\$1,447,895.20
The apportionment of the total purcha	se price is as follows:					
<u>Unit 1 - 1</u>						
Douglas Fir	4,471.0 MBF	Χ	\$297.60	) =	\$1,330,569.60	
Red Alder	1.0 MBF	Х	\$368.80	) =	\$368.80	
Total	4472.0 Mbf				\$1,330,938.40	÷ 199.0 acres = \$6,688.13/Acre
Unit RW - RW						
Douglas Fir	393.0 MBF	Χ	\$297.60	) =	\$116,956.80	
Total	393.0 Mbf				\$116,956.80	÷ 3.0 acres = \$38,985.60/Acre

							1	50: R	OAD	PLAI	N AN	D DE		SHEE							Page 9 of 3
					Radius	ROAD	WIDTH	GRAI	DIANT		В	ASE CO		SURFA	CING		JRF	ACE COU	RSE		
Road Number	Start Station or Milepost	End Station or Milepost	Total Length	Typical Cross Section	Min. Curve R	Subgrade	Ditch	Max. Favorable	Max. Adverse	Min. Width	Comp. Depth	Surface Type (*3)	Grading Size (*3)	Number of Lifts	Min. Width	Comp. Depth	Linfaco	Surrace Type (*3) Grading Size	*3) Vumber of	Lifts	Remarks
Spur A	0+00	3+75	3+75	3		14	0		15%		,	<u> </u>		1		0 0		<u>,, г о</u>			New Construct. Construct Landing as marked.
Spur B	0+00	6+75	6+75	3		14	0	16%	15%						+						Renovation. Construct Landing and Turnaround as marked.
Spur C	0+00	9+60	9+60	3		14	0	16%	15%												New Construction. Construct Landing and Turnaround as marked.
Spur D	0+00	8+10	8+10	3		14	0	16%	15%												New Construct. Construct Landing and Turnaround as marked.
Spur E	0+00	3+20	3+20	3		14	0	16%	18%												New Construct. Start Construction to elevations and locations slope staked in field and shown on Appendix C1 drawings.
Spur E	3+20	4+95	1+75	3		22	0	16%	18%												New Construct. Construction to elevations and locations slope staked in field and shown on Appendix C1 drawings. Start 60 radius curve.
Spur E	4+95	5+65	0+70			18	0	16%	18%												New Construct. Construction to elevations and locations slope staked in field and shown on Appendix C1 drawings. Start 140' radius curve.
Spur E	5+65	6+45	0+80	3		14	0	16%	18%												New Construct. Construction to elevations and locations slope staked in field and shown on Appendix C1 drawings.
Spur E	6+45	14+95	8+50	3		14	0	+	18%												New Construct. Construct a Landing and Turnaround as marked. Install 2 culverts.
Pisgah Home/ Baconna Gunners	0.000	2.300	2.300	6		14	2										,	ASC (			Renovation. Spread 50 CY Crushed Spot Rock as needed. Re-establish ditchline and haul material to WA.
Lakes/ Pisgah Lookout	0.000	3.200	3.200	6		14	2								_		,	ASC (	2		Renovation. Spread 80 CY Crushed Spot Rock as needed. Re-establish ditchline and haul material to WA.
Sub,	2-4 % grade width ype 1 rading Section sloped	Fill sl	оре	Course Mini Cou Suffe	um Tope width 2-4 rose course se course roughly to the course Type Surface Inslop	width 2 sing Section	1.5	ler slope 1 Fill slo 1.5	ppe 1	s	2-4 <sub>%</sub>	width 3		Fill slope 1.5 :1	<		Minim Cours Min Cou 1.5	num Top se width nimum Base urse width with the width width Type 4 Surfacing S Outsloped		-Shoul 1.5	*NOTES  1. Extra subgrade widths Add to each shoulder: 1 ft. for fills of 1-6 ft. and 2 ft. for fills over 6 ft. Widen the inside shoulder of curves as follow: (See Road Plan Map, Exhibit C)  2. Backslopes Materials Solid rock Solid rock and shale 1/2:1 Common Slopes under 55% 1:1 Slopes over 55% 3/4:1 1-1/2:1  1. Extra subgrade widths Width - 10 ft. in addition to subgrade width, or as shown on the plans. Located approximately as shown on the plans. Intervisible and not more than 750ft. apart.  5. Surfacing Turnouts, curve widening and road approach aprons shall be surfaced.  6. Clearing width See Section 200 .  7. As posted and painted for Right-of-Way:
	pe Depth	pe from subgracemay be exceeding required drain	ed	1'	— Cut slo	Ditch 3	pe 6	th	-Shoulde 3:1	r slope Fill sl	ope 2:1	25 ft.	S	Roadwa PLAN ypical T	ay	- E		<b>Q</b>	10 ft. PLA Typical	25 - Tile - 25 - N	Note: Full bench construction is required on side slopes exceeding 60%.    Surface type

150: ROAD PLAN AND DETAIL SHEET

Page 10 of 37

	T	•						150:	KUA	U PL	AN A	ט טא	ETAIL							Page 10 of 3
					ius									SURFA	CING (					
Road Number	Start Station or Milepost	End Station or Milepost	Total Length	Typical Cross Section	Min. Curve Radius	Subgrade B	Ditch	Max. Bayer B	Max. Adverse	Min. Width	Comp. Depth	Surface S Type (*3)	ze	Number of Lifts	Min. Width	Comp. Depth	Surface 43 Type (*3) 30	Grading Size OS (*3)	iber of	Remarks
3N-2-17.0	0.000	0.831	0.831	6	_	14	2		_ ~	\ <u></u>	)	0, F	00			0 0	ASC	c		Renovation. Spread 30 CY Crushed Spot Rock as needed. Re-establish ditchline and haul material to WA.
3N-3-11.0	0.000	0.417	0.417	6		14	2										ASC	С		Renovation. Spread 50 CY Crushed Spot Rock as needed. Re-establish ditchline and haul material to WA.
3N-3-13.0 North	0.00	1.490	1.490	6		14	2										ASC	С		Renovation. Spread 80 CY Spot Rock as marked and needed. Re-establish ditchline and haul material to WA.
3N-3-13.0 South	0+00	1+72	1+72	4		14	0	10%	15%	13'	8"	PRR		2	12'	4"	ASC	С	1	Improvement. Re-construct road according to elevations and alignment as slope staked in field and shown on Appendix C1 drawings. Spread 76CY Pit-Run Base capped with 35CY Crushed Rock.
3N-3-13.0 South 3N-3-13.0 South		3+22 52+30	1+50 49+08	3		14	0	10%	15%											Improvement. Re-Construct road according to elevations and alignment as slope staked in field and shown on Appendix C1 drawings. Renovation. Spread 150 CY Spot Rock as marked and needed. Construct ditchouts as marked and needed. Construct turnouts as marked. Construct a rolling waterdip to capture water from old road to right @ Sta. 6+52. Block Road to right with grubbing debris ansoil. Construct a loaded log truck turnaround left on old road @ Sta. 39+65. Construct a 60' diameter Landing @ Sta. 52+30. Install on culvert.
3N-3-13.1	0.000	0.275	0.275	6		14	2										ASC	С		Renovation. Spread 20 CY Crushed Spot Rock as needed. Re-establish dichlines and haul material to WA.
3N-3-13.6	0+00	3+95	3+95	3		14	0	10%	10%								ASC	С		New Construct. Construct road around stockpile site. Spread 50 CY Crushed Spot Rock as needed on entire road length.
0.1 0 10.0	3+95	7+50	3+55	3		14	0	12%	-								7.50			Renovation. Construct ditchouts as needed in through-cuts. Construct Turnouts as marked.
	7+50	9+20	1+70	3		14	0	15%	15%											Improvement. Start re-aligning road to the left as marked for horizontal alignment.
	9+20	27+25	18+05	3		14	0	15%	_											Renovation. Road will require truck assist. Try to minimize grade by cutting and drifting material, incorporating material in subgrade as fill where needed. Construct ditchouts as needed in through-cuts. Construct Turnouts as marked.
	27+25	29+85	2+60	3		14	0	15%	15%											Improvement. Start re-aligning road to the left as marked for horizontal alignment.
	29+85	31+60	1+75	3		14	0													Renovation. Construct a 50' diameter Landing @ Sta. 31+60.  *NOTES
Subgr Ty Typical Gr	2-4_%  ade width  /pe 1 ading Section sloped	Fill slo	pe	MC	Subgrade Tyles all Sur	Base ridth 4_% urse			ope Fill slope 1.5:1		Sub Typical G	grade widtl ype 3 grading S Outsloped	ection	Fill si		Cut	Surte Ba	mum Base se width  % ace course se course ograde wid	dth l g Section	1. Extra subgrade widths Add to each shoulder: 1 ft. for fills of 1-6 ft. and 2 ft. for fills over 6 ft. Widen the inside shoulder slope 1.5 :1  Shoulder slope 1.5 :1  2. Backslopes Materials Solid rock Soft rock and shale 1/2:1 Common Slopes under 55% 1:1 Slopes over 55% 3/4:1  1. Extra subgrade widths Add to each shoulder: 1 ft. for fills of 1-6 ft. Width - 10 ft. in addition to subgrade width, or as shown on the plans. Located approximately as shown on the plans. Intervisible and not more than 750ft. apart.  5. Surfacing Turnouts, curve widening and road approach aprons shall be surfaced.  6. Clearing width See Section 200  7. As posted and painted for Right-of-Way:
	pe Depth r	pe from subgrad may be exceede no required drain	d	<u>1'</u> :	Cu	min.	Minir Cour Crown s Surface Base of Subgrace Law Minir Cour Crown s Surface Base of Subgrace Law Minir Cours s Subgrace Law Minir Cours s Subgrace Law Minir Cours s Subgrace Base of Subgrace Base of Subgrace Law Minir Cours s Subgrace Law Minir Cours s Subgrace Base of Subgrace Law Minir Cours s Subgrace Base of Subgrace Law Minir Cours s Subgrace Base of Subgrace Base of Subgrace Law Minir Cours s Subgrace Base of Subgrace Base Base of Subgrace Base of Subgrace Base of Subgrace Base of Subgr			houlder:	Fill slope	ie I	11 C7 O O O	Ros	adway LAN al Trucl	en.	<del></del>		10 ft.	Note: Full bench construction is required on side   See Culvert List

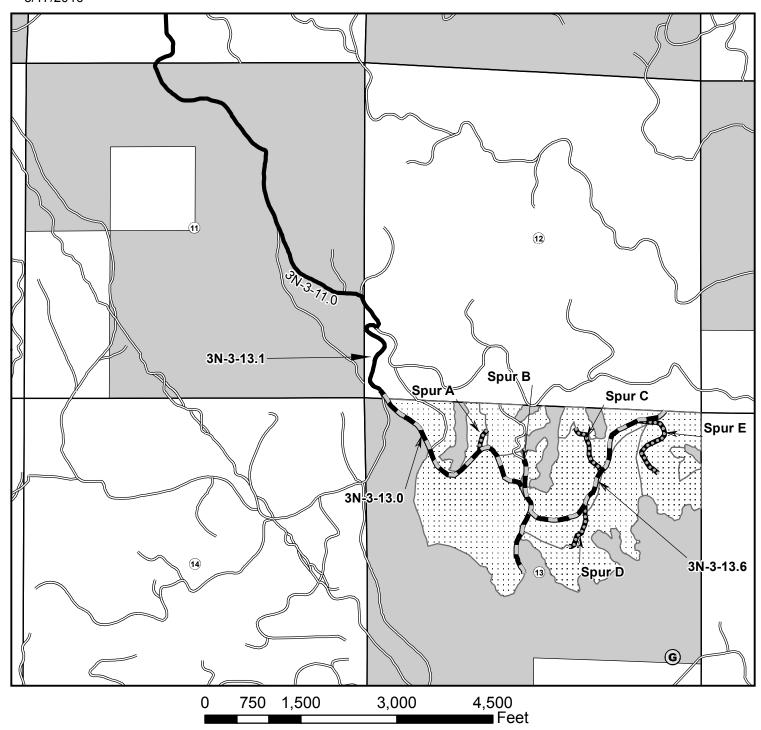


#### **ROAD PLAN MAP**

Contract No. ORS06-TS-2016.0101 Baker's Dozen Timber Sale Exhibit C Page 28 of 37

3/17/2016

T. 3N. R. 3W, Section 13 W. M. - SALEM DISTRICT - OREGON



#### 1 inch = 1,500 feet

**G** Gates

Natural surface road to be constructed-Decommission after use

Existing natural surface road to be renovated-Decommission after use

Existing rock surface road to be renovated

Other Roads

Baker's Dozen Project Area

BLM Land

No warranty is made by the Bureau of Land Management as to the accuracy,reliability, or completeness of these data for individual or aggregate usewith other data. Original data were compiled from various sources and may be updated without notification. Note: Boundaries of partial cut units and rights-of-ways (ROW)are painted orange and posted. Partial cut acres do not include existing roads or previously harvested patch cuts. Acres shown on Exhibit A for partial cut have been computed using a Trimble Geo 6000 GPS Unit.

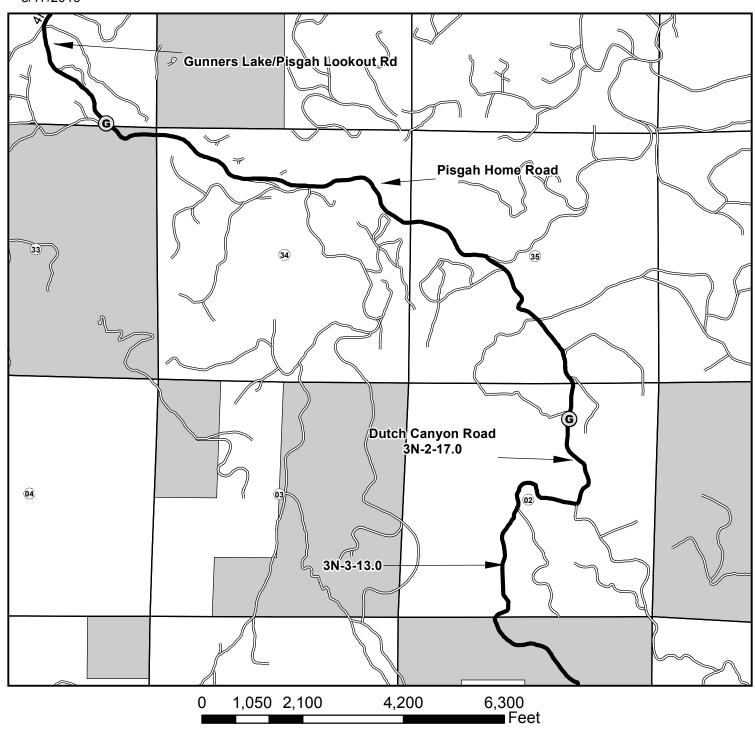


#### **ROAD PLAN MAP**

Contract No. ORS06-TS-2016.0101 Baker's Dozen Timber Sale Exhibit C Page 29 of 37

3/17/2016

T. 3N. R. 3W, Section 13 W. M. - SALEM DISTRICT - OREGON



1 inch = 2,000 feet



Gates

Existing rock surface road to be renovated



BLM Land

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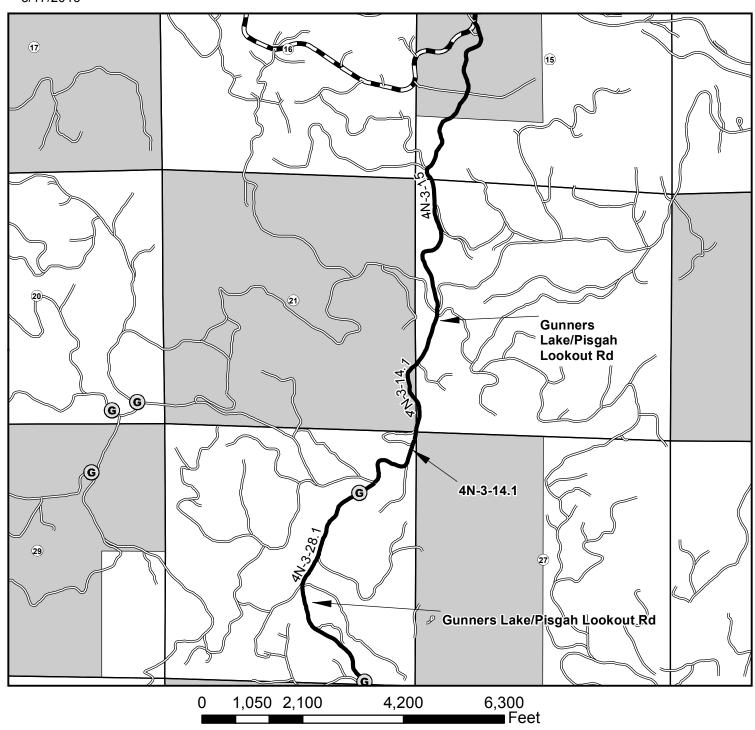


#### **ROAD PLAN MAP**

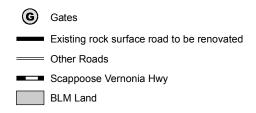
Contract No. ORS06-TS-2016.0101 Baker's Dozen Timber Sale Exhibit C Page 30 of 37

3/17/2016

T. 3N. R. 3W, Section 13 W. M. - SALEM DISTRICT - OREGON



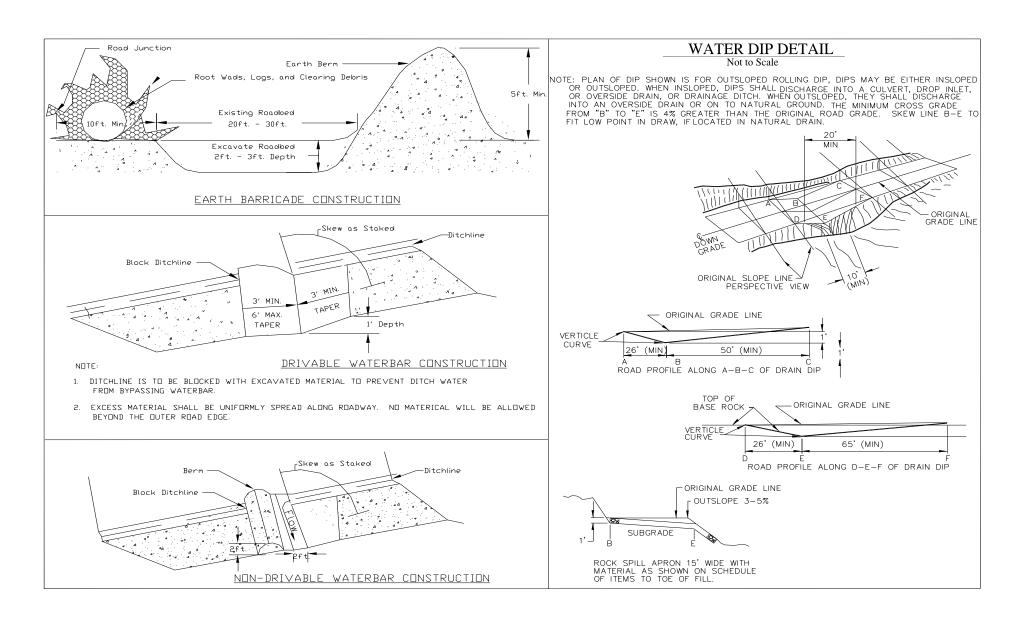
1 inch = 2,000 feet



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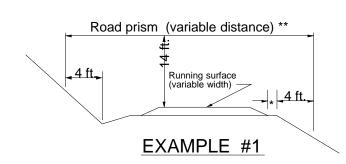
## U.S. DEPT. OF THE INTERIOR Bureau of Land Management SALEM DISTRICT OFFICE - OREGON

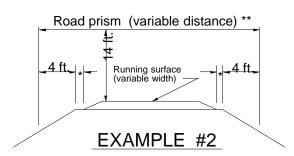
#### Earth Barricade, Waterdip, Drivable and Non-Drivable Waterbar Details

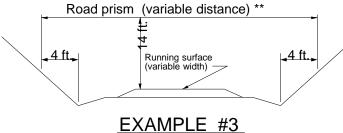


#### U.S. DEPT. OF THE INTERIOR **Bureau of Land Management** SALEM DISTRICT OFFICE - OREGON

#### **BRUSHING DETAILS**

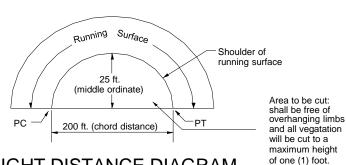






#### (NO SCALE)

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



SIGHT DISTANCE DIAGRAM

Page 33 of 37

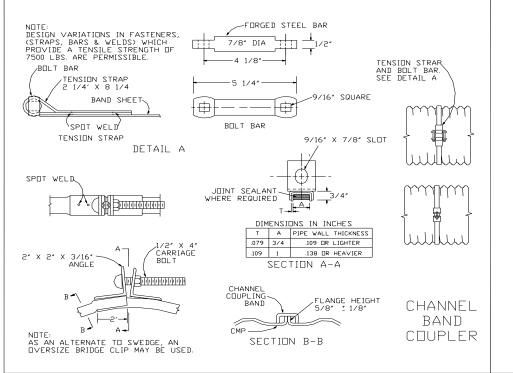
#### U.S. DEPT. OF THE INTERIOR Bureau of Land Management SALEM DISTRICT OFFICE - OREGON

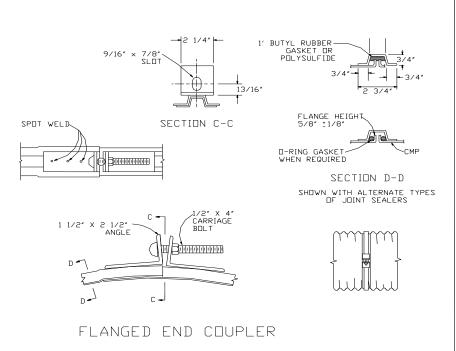
**Culvert List** 

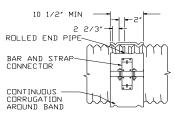
	CULVER <sup>*</sup>	T LOCATIONS													ROCK		
	DESIG	NED *2					DO	WNSP	OUT	*4	Α	S BUII	LT .	RIP R	AP (GRA	DING)	REMARKS *6
														(a)		(b)	
Road #	Sta./ M.P	SIZE	GAGE	LENGTH	CULVERT GRADE	INSTALL TYPE *3	SIZE	TYPE	LENGTH	TYPE OF ELBOW *5	SIZE	GAGE	LENGTH	INLET	ОUTLET	Stucture inside pipe	
3N-3-13.0	13+80	24"		40'	1								1		10		Install New Pipe in Log Fill. Place 20 CY Crushed Bedding/Backfill. Spread 30 CY Crushed Spot Rock over Pipe as Surfacing. Place 10 CY Class 3 RipRap @ outlet as dissipater/fill armor.
Spur E	10+60	24"		40'		-		-				-		-			Install New Pipe. Place 20 CY Crushed Cuvlert Bedding. Spread 50 CY Crushed Spot Rock over Pipe as Surfacing.
Spur E	14+20	24"		40'													Install New Pipe. Place 20 CY Crushed Culvert Bedding. Spread 50 CY Crushed Spot Rock over Pipe as Surfacing.
		Gage Chart			<b>1.</b> De:	signed	d culve	rt len	gths								1) Conventional or Fabricated
	Gage	Dec. Inc			and lo	ocatio	ns are	appro	oximat	te.	<b>*4.</b> D		out T	ypes			2) Turner type
		Steel	Alum.								1) F				spouts sl		3) Slip joint
	10	.138	.135				erts ha		•	1/2"	2) F		CP	P, Type	C (single	wall).	
	12	.109	.105		unles	s othe	erwise	noted	l		3) F	lume					*6. Include special sections, structures,
	14 .079 .075																headwalls, footings & other data.
	16	.064	.060		***	* Cor	rugate	d plas	tic pip	oe (CP	P), Typ	e S (d	louble	wall) sł	nall be us	sed for	
									rt sizes 24" and smaller. A				ets sha	all be alı	uminized	steel.	
					Culv	verts 2	20' in I	ength	or sm	aller	hall b	e one	piece	(no join	ts). No (	Culvert	
					pie	ece sh	all be	shorte	er thar	6 foc	t. Mir	nimiza	ition o	of bandi	ng is req	uired.	

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

#### **CULVERT BAND DETAILS**







THE HUGGER COUPLER BAND OR AN APPROVED EQUIVALENT COUPLER BAND SHALL BE MADE OF THE SAME MATERIAL AND FINISH AS THE PIPES JOINED. THE COUPLER BANDS SHALL HAVE A MINIMUM WIDTH OF 10 1/2 INCHES AND MAY BE TWO NUMERICAL THICKNESSES LIGHTER THAN THE GAGE OR THICKNESS DESIGNATED FOR THE CONDUIT JOINED. THE BAND SHALL BE DESIGNED TO BE DRAWN TOGETHER WITH TWO 1/2 INCH BOLTS THROUGH USE OF A BAR AND STRAP SUITABLY WELDED TO THE BAND. THE BAND SHALL ENGAGE AND MESH WITH THE SECONDA ANNULER CORRUGATION INWARD FROM THE END OF EACH OF THE CONDUIT SECTIONS JOINED.

STANDARD CONSTRUCTION IS 1 PIECE 12" THRU 48" AND 2 PIECE 54" AND ABOVE GASKETS AND "HUGGER" TYPE BANDS, OR AN APPROVED EQUIVALENT COUPLER, SHALL BE INSTALLED INSTALLED ON ALL 48" AND LARGER METAL PIPES.

"HUGGER" COUPLER BANDS

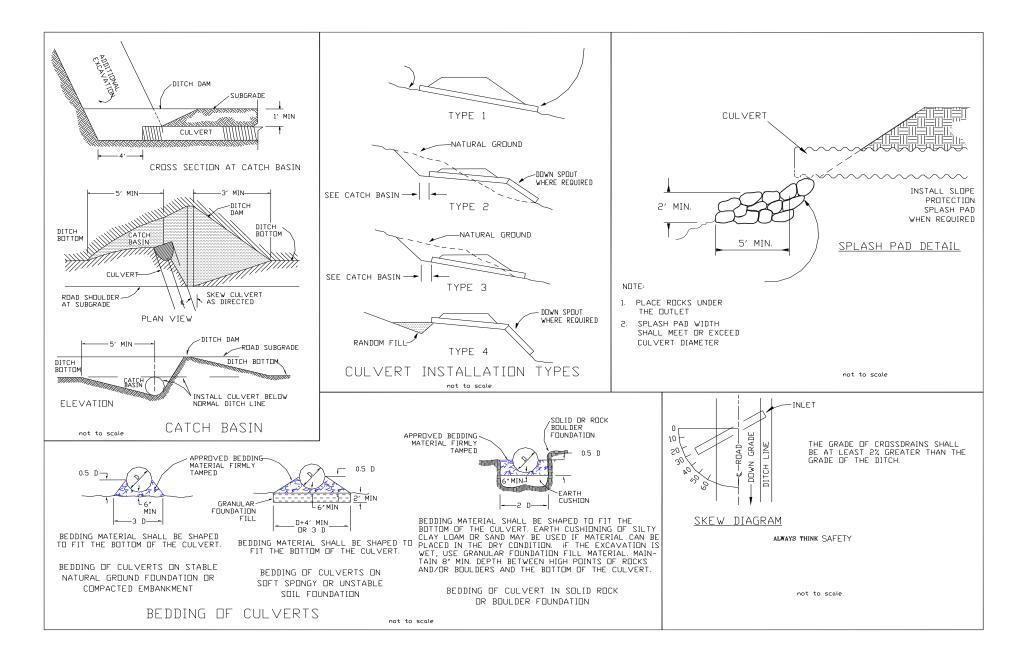
			T A N I TO A	D D C			ANIDO										
	STANDARD COUPLER BANDS																
	CORRUGATED																
CUL/	ULVERT STD. ANNULAR HELICAL 3" X 1" 6" X 1"																
	HES	WIDTH	/IDTH BLES WIDTH BLES WIDTH BLES WIDTH BLES														
UNDE	₹ 18	7	2	7	2												
18 T	D 54	12	3	12	3	14	3	18	3								
OVE	R 54	24	5	24	5	24	5	24	4								

DATA IN THIS BLOCK DOES NOT APPLY TO PERFORATED PIPE UNDERDRAIN. FOR BANDS WITH "PUNCH-OUT" TYPE CONNECTIONS, 2 BOLTS ARE PERMISSIBLE FOR EACH LAP. BANDS SHALL LAP 1/2 WIDTH ONTO EACH SECTION OF PIPE AND MUST FULLY ENCIRCLE THE JOINT FORMING A NEARLY WATERTIGHT CONNECTION.

- A BANDS WITH ANGLES
- B BANDS WITH TENSION TYPE CONNECTIONS

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

#### **CULVERT INSTALLATION DETAILS**



# **ROCK VOLUMES TOTALS**

ROAD SEGMENT:	ROAD SEGMENT:		MILEAGE:		0.000 to 0.831		
				Volume per		Curve	
	Rock Size and		Compacted	Station/Item	Approx.	Widening	Summary
Application	Туре	Location	Depth	(CY)	Total (CY)	(CY)	Totals
Road Rock	1-1/2"-0"	Spot Rock					30

ROAD SEGMENT:		3N-3-11.0		MILEAGE: 0.000 to 0.42		o 0.417	
				Volume per		Curve	
	Rock Size and		Compacted	Station/Item	Approx.	Widening	Summary
Application	Туре	Location	Depth	(CY)	Total (CY)	(CY)	Totals
Road Rock	1-1/2"-0"	Spot Rock					50

ROAD SEGMENT:		3N-3-13.0 North		MILEAGE:	0.000 t	o 1.490	
				Volume per		Curve	
	Rock Size and		Compacted	Station/Item	Approx.	Widening	Summary
Application	Туре	Location/Number	Depth	(CY)	Total (CY)	(CY)	Totals
Road Rock	1-1/2"-0"	Spot Rock					80
		•					

ROAD SEGMENT:	ROAD SEGMENT:			STATION:	0+00 to		
				Volume per		Curve	
	Rock Size and		Compacted	Station/Item	Approx.	Widening	Summary
Application	Type	Location/Number	Depth	(CY)	Total (CY)	(CY)	Totals
Road Rock	1-1/2"-0"	Spot Rock					150
Road Rock	Pit-Run	Sta. 0+00 - 1+72	8"	44	76		76
Road Rock	1-1/2"-0"	Sta. 0+00 - 1+72	4"	20	35		35
Culverts	1-1/2"-0"	Bedding/Backfill					20
Fill Armor Outlet	RipRap: Class 3	Sta. 13+80					10

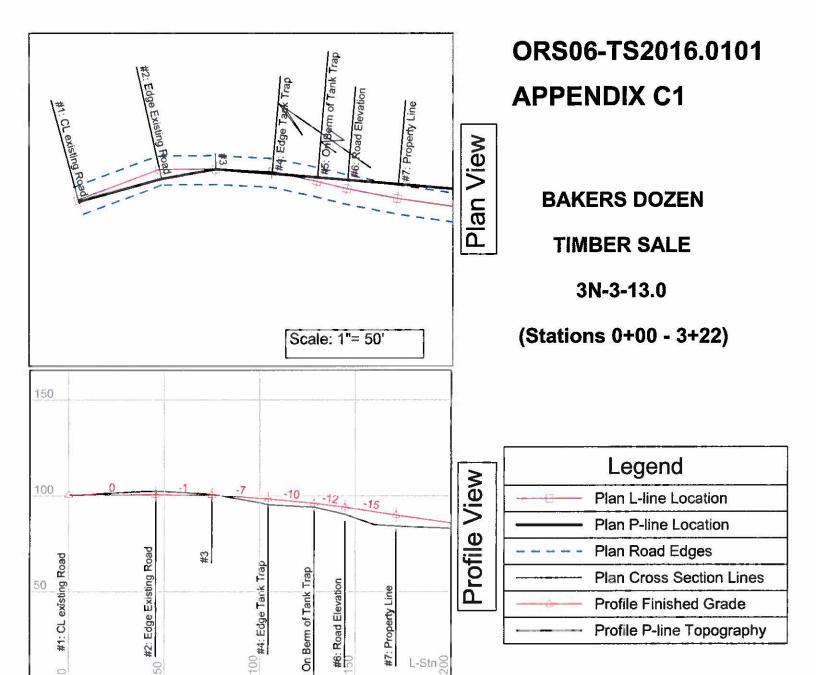
ROAD SEGMENT:		3N-3-13.1		MILEAGE:	0.000 t	o 0.275	
				Volume per		Curve	
	Rock Size and		Compacted	Station/Item	Approx.	Widening	Summary
Application	Туре	Location	Depth	(CY)	Total (CY)	(CY)	Totals
Road Rock	1-1/2"-0"	Spot Rock					20

### **ROCK VOLUMES TOTALS**

ROAD SEGMENT:		3N-3-13.6		STATION:	0+00 to		
				Volume per		Curve	
			Compacted	Station/Item	Approx.	Widening	Summary
Application	Rock Size and Type	Location/Number	Depth	(CY)	Total (CY)	(CY)	Totals
Road Rock	1-1/2"-0"	Spot Rock					50

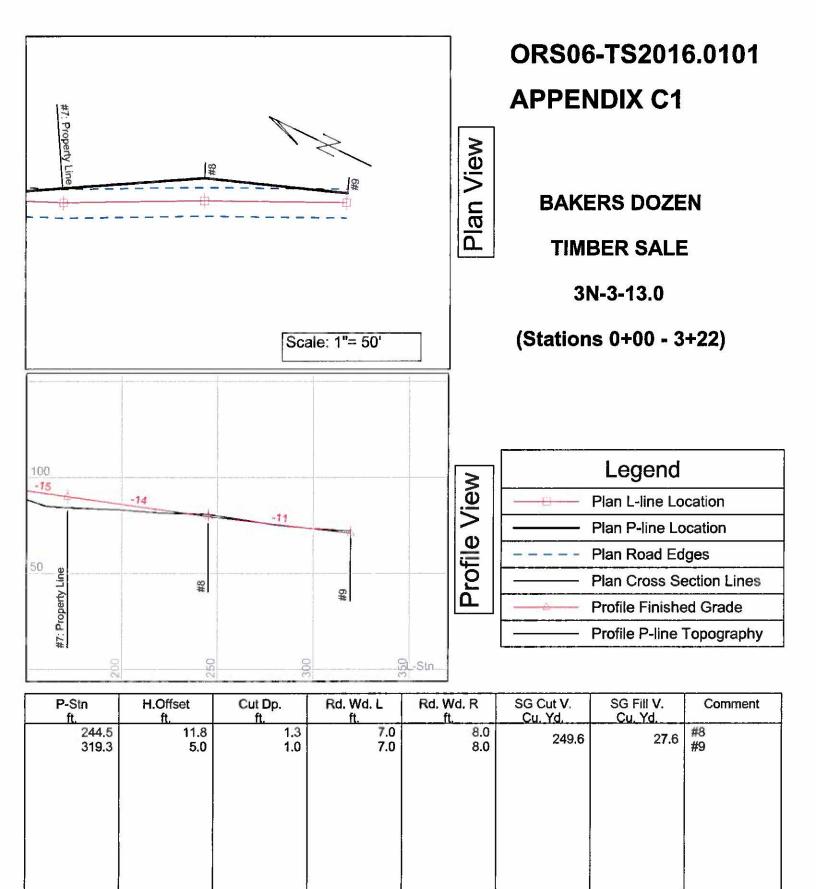
ROAD SEGMENT:		Pisgah LO/Gunners MnLn		MILEAGE: 0.000 to		o 3.200	
				Volume per		Curve	
			Compacted	Station/Item	Approx.	Widening	Summary
Application	Rock Size and Type	Location	Depth	(CY)	Total (CY)	(CY)	Totals
Road Rock	1-1/2"-0"	Spot Rock					80

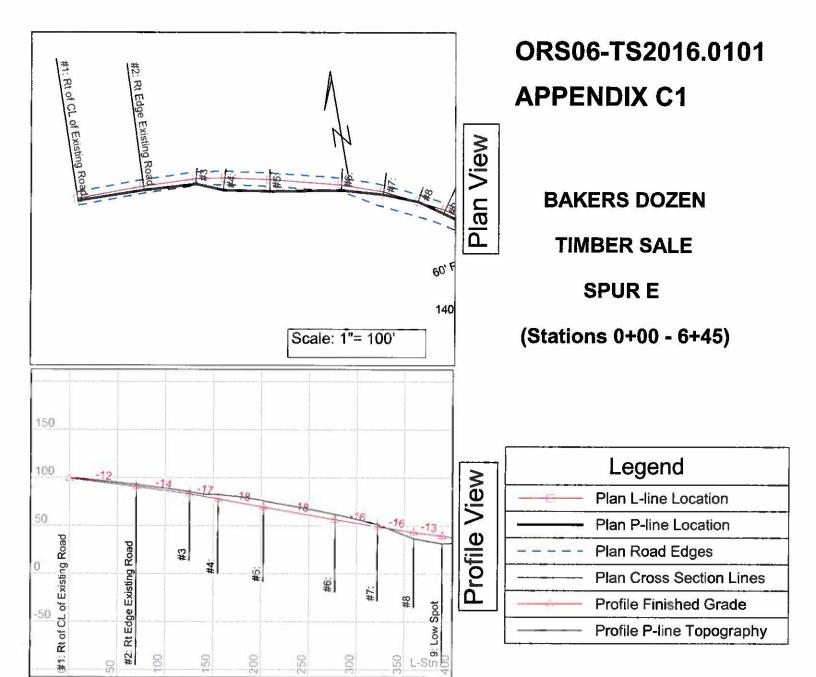
ROAD SEGMENT:		Pisgah Home/Baco	nna	MILEAGE:	0.000 t	o 2.300	
				Volume per		Curve	
			Compacted	Station/Item	Approx.	Widening	Summary
Application	Rock Size and Type	Location/Number	Depth	(CY)	Total (CY)	(CY)	Totals
Road Rock	1-1/2"-0"	Spot Rock					50
	•	-	-	-	-	-	
ROAD SEGMENT:		C E					
		Spur E		STATION:	0+00 to	14+95	
		Spur E		Volume per	0+00 to	<b>14+95</b> Curve	
		Spur E	Compacted		O+00 to		Summary
Application	Rock Size and Type		Compacted Depth	Volume per		Curve	Summary Totals
	Rock Size and Type 1-1/2"-0"		•	Volume per Station/Item	Approx.	Curve Widening	Summary Totals 100



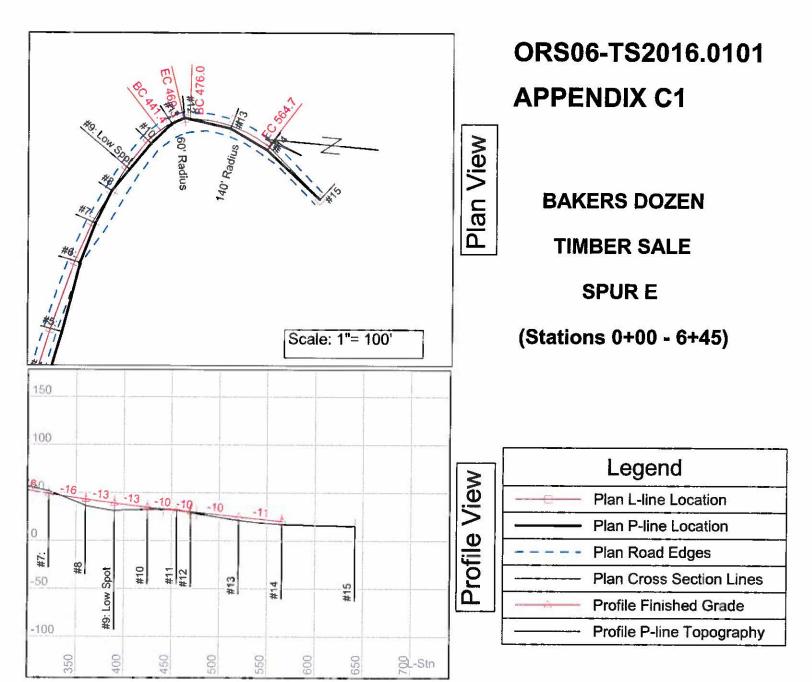
P-Stn	H.Offset	Cut Dp.	Rd. Wd. L	Rd. Wd. R	SG Cut V.	SG Fill V.	Comment
ft.	ft.	ft.	ft.	ft.	Cu, Yd.	Cu. Yd.	
0.0 44.9 73.8 103.4 127.2 143.1 169.8 244.5	-1.0 -5.0 0.0 -1.0 2.0 4.5 7.5	-0.5 2.0 0.5 -2.8 -1.8 -3.7 -5.6	7.0 7.0 7.0 7.0 7.0 7.0 7.0	8.0 8.0 8.0 8.0 8.0	26.9 27.2 18.1 17.0 12.4 4.2 103.8	5.2 1.9 40.0 45.9 43.6 121.5 177.9	#1: CL existin #3 #4: Edge Tank #5: On Berm of #6: Road Elevat #7: Property Li

Page 1 of 2





P-Stn	H.Offset	Cut Dp.	Rd, Wd. L	Rd. Wd. R	SG Cut V.	SG Fill V.	Comment
ft.	ft.	ft.	ft.	ft.	Cu. Yd.	Cu. Yd.	
0.0 69.7 124.0 153.1 202.5 276.7 320.8 358.6	-2.0 -4.0 -5.5 -13.0 -12.0 -5.5 -3.0	1.1 2.3 2.6 5.0 6.9 5.8 2.6	7.0 7.0 7.0 7.0 7.0 7.0 7.0	7.0 7.0 7.0 7.0 7.0 7.0 15.0	87.6 86.4 65.7 288.4 525.1 203.0 32.6	0.0 0.0 0.0 0.0 0.0 77.4 335.6	#1: Rt of CL o #2: Rt Edge Ex #3 #4: #5: #6: #7:



P-Stn	H.Offset	Cut Dp.	R <b>d. W</b> d. L	Rd. Wd. R	SG Cut V.	SG Fill V.	Comment
ft.	ft.	ft.	ft.	ft.	Cu. Yd.	Cu. Yd.	
358.6 388.0 422.9 452.7 467.7 517.1 561.9	0.0 -4.0 -5.0 -0.5 1.0 -2.7 -4.0	-6.5 -7.9 -2.0 0.8 -0.6 -3.5 -2.9	7.0 7.0 7.0 7.0 7.0 7.0 7.0	15.0 15.0 15.0 15.0 15.0 11.0	0.0 0.0 3.4 7.0 6.3 0.0	325.6 250.0 52.9 4.0 117.5 166.4	#8 #9: Low Spot #10 #12



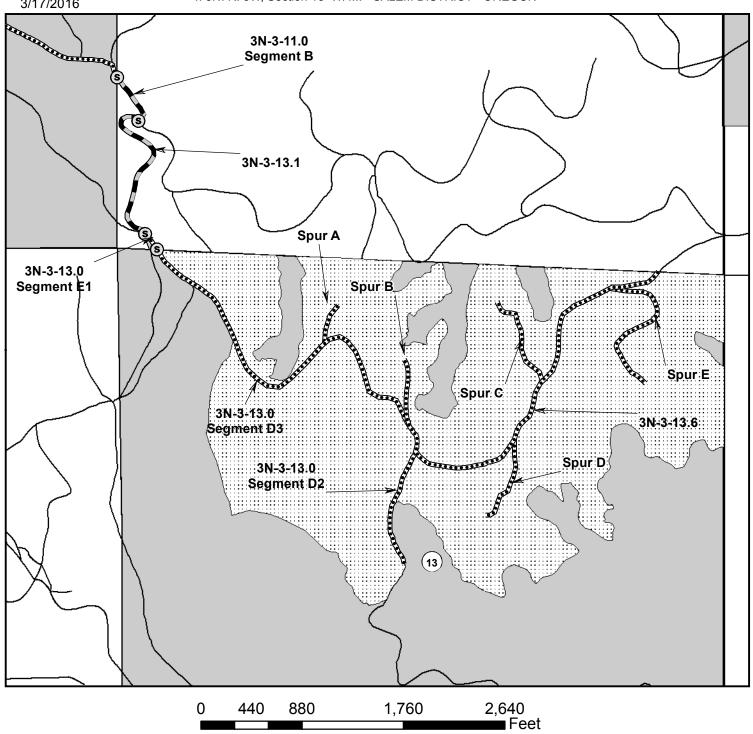
**MAINTENANCE AND ACCESS MAP** 

Contract No. ORS06-TS-2016.0101 Baker's DozenTimber Sale Exhibit E

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3/17/2016

T. 3N. R. 3W, Section 13 W. M. - SALEM DISTRICT - OREGON



# Legend

1 inch = 833 feet

Segment Breaks

BLM controlled road- Purchaser maintenance

Privately controlled road- Purchaser maintenance

Roads

Bakers Dozen

**BLM Land** 

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate usewith other data. Original data were compiled from various sources and may be updated without notification. Note: Boundaries of partial cut units and rights-of-ways (ROW)are painted orange and posted. Partial cut acres do not include existing roads or previously harvested patch cuts. Acres shown on Exhibit A for partial cut have been computed using a Trimble Geo 6000 GPS Unit.

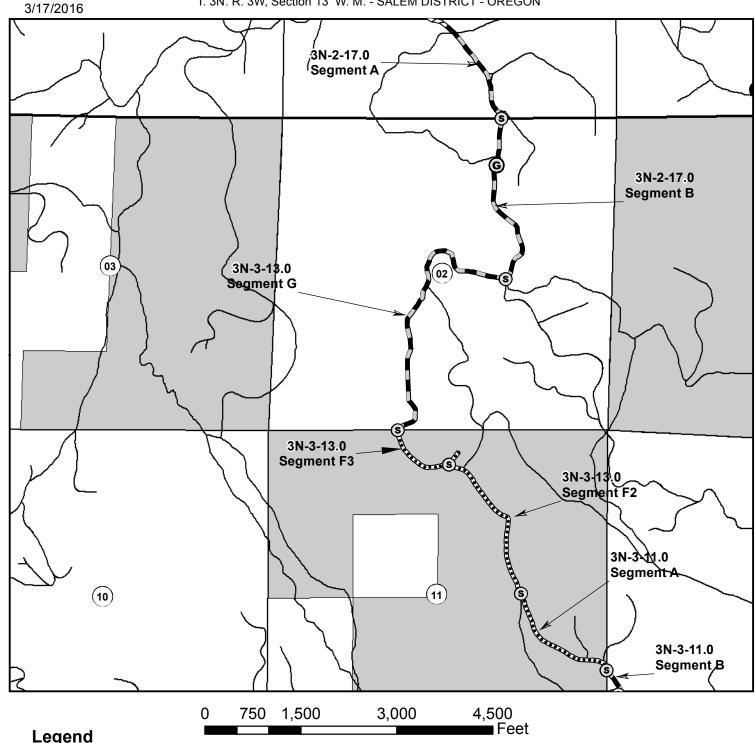


Contract No. ORS06-TS-2016.0101 Baker's DozenTimber Sale Exhibit E

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### MAINTENANCE AND ACCESS MAP

T. 3N. R. 3W, Section 13 W. M. - SALEM DISTRICT - OREGON



# Legend

Segment Breaks

1 inch = 1,500 feet

- G Gates
- BLM controlled road- Purchaser maintenance
- County controlled road- Purchaser maintenance
- Privately controlled road- Purchaser maintenance
- Roads
- **BLM Land**

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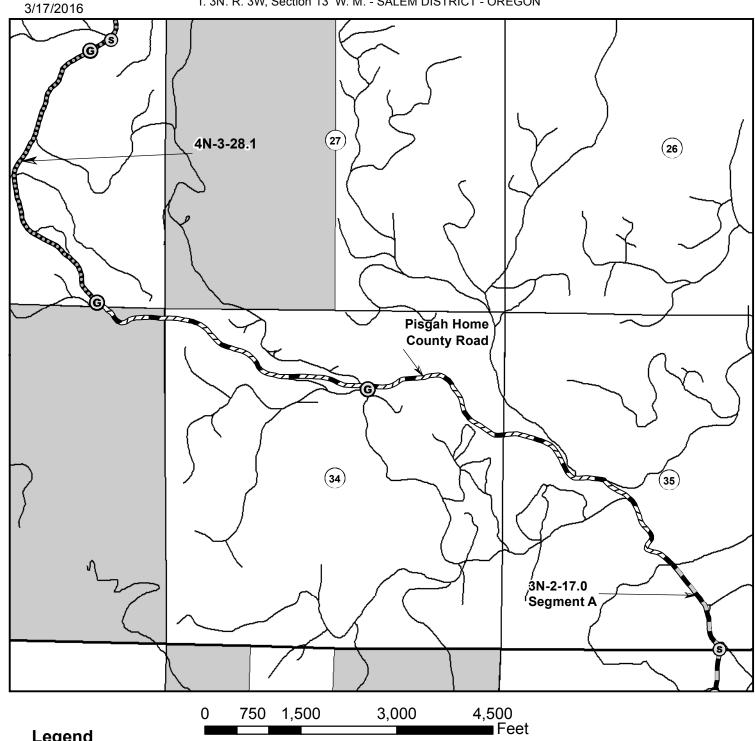


**MAINTENANCE AND ACCESS MAP** 

Contract No. ORS06-TS-2016.0101 Baker's DozenTimber Sale Exhibit E

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T. 3N. R. 3W, Section 13 W. M. - SALEM DISTRICT - OREGON



1 inch = 1,500 feet

# Legend

- Segment Breaks
- **(G)** Gates
- County controlled road- Purchaser maintenance
- Privately controlled road- Landowner maintenance
- Privately controlled road- Purchaser maintenance
- Roads
- **BLM Land**

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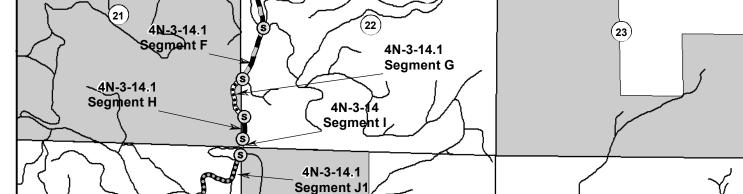


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### MAINTENANCE AND ACCESS MAP

T. 3N. R. 3W, Section 13 W. M. - SALEM DISTRICT - OREGON 3/17/2016 4N-3-15 Segment A 4N-3-15 Segment B 4N-3-15 Segment C&D



(27

Legend 4,200

1,050 2,100

4N-3-28.1

Segment Breaks

**(G)** Gates

28

1 inch = 2,000 feet

BLM controlled road- Purchaser maintenance

Privately controlled road- Landowner maintenance

0

Privately controlled road- Purchaser maintenance

Roads

Scappoose Vernonia Hwy



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate usewith other data. Original data were compiled from various sources and may be updated without notification. Note: Boundaries of partial cut units and rights-of-ways (ROW)are painted orange and posted. Partial cut acres do not include existing roads or previously harvested patch cuts. Acres shown on Exhibit A for partial cut have been computed using a Trimble Geo 6000 GPS Unit.

(26)

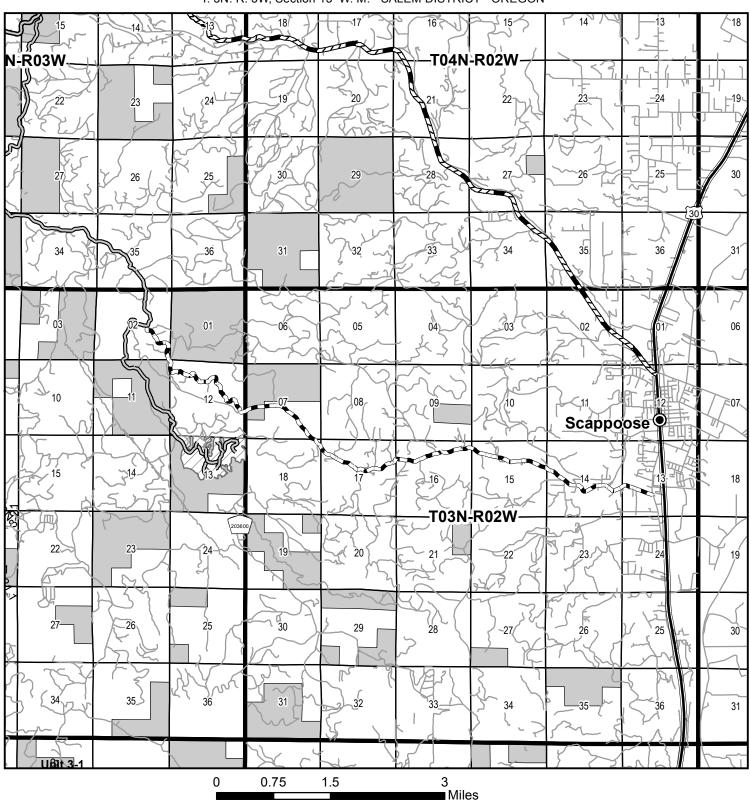
6,300 Feet

# United States Department of the Interior BUREAU OF LAND MANAGEMENT PROJECT LOCATION MAP

Contract No. ORS06-TS-2016.0101 Bakers Dozen Project Location Map Page 1 of 1

Date: 3/31/2016

T. 3N. R. 3W, Section 13 W. M. - SALEM DISTRICT - OREGON



Legend

■ Bakers Dozen Project Roads ■

Highway

BLM Lands

Other Roads

Scappoose Vernonia Road
Dutch Canyon Rd

Bakers Dozen Project Area

1 inch = 6,667 feet



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Partial

ROW

\$0.00

Total

Scaling Allowance (\$0.00 per 16' MBF)

Regen

# UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

**Timber - Sale - Summary** 

### **Legal Description**

Forest Type	Township	Range	Section	Subdivision
O&C	T3N	R3W	13	N1/2, NE1/4SW1/4, NW1/4SE1/4

Unit

DF

RA

**Cutting Volume (16' MBF)** 

											_
1	4,4							4,472	0		-
RW	39							393	0		
Totals	4,86	4 1						4,865	0	199	
	Logging	Costs per 10	6' MBF					Profit &	Risk		
Ctumm	to Truck			\$ 108.0	10	Total Pro	fit & Risk			13	%
	ortation			\$ 47.9		Basic Pro	ofit & Risk	10 % + Addit	ional Risk	3 %	
	Construction			\$ 26.9		Back Off	•			0	%
	Amortization			\$ 0.0				Tract Fea	tures		
	Maintenance			\$ 9.8	34	Avg Log	Dougl	as-fir : 57 bf		All : 58 bf	
Other A	Allowances:					Recov		as-fir : 95 %		All : 95 %	
Г	Equipment Washing			\$ 0.18		Salvag	-	as-fir : 0 %		All:0%	
_ <del> </del>	Landing Clean-up			\$ 0.45		Avg Volu	ume ( 16'MB	BF per Acre)			24
_ <b>_</b>				\$ 1.73	-	_	ling Slope	ir perriere)			20 %
_ r	Misc				26	_	ling Distance (fo	eet)			550
	Total Other All	owances :		\$ 2.	36	Avg Age					75
						Volume (	Cable				33 %
						Volume (	Ground				67 %
						Volume A	Aerial				0 %
						Road Co	nstruction Statio	ons			).35
						Road Imp	provement Stati	ons			7.52
							novation Station			529	
						Road De	comission Statio			127	.05
								Cruis			
						Cruised I	Зу		Bill Bry	ant, Mario Saln 02/03/20	
						Date					
Total 1	Logging Costs per	16' MBF		\$ 19	5.15	Type of C				Variabl plot	
		Utilization	Centers			County, S	State			Columbia,	OK
	r#1 : Banks			40 M				Net Vo	lume		
	r#1 : Banks	:::		40 M		Green (1	6' MBF)			4,5	865
Weigh	nted distance to Ut	lization Cente Length of			40	Salvage (	(16' MBF)				0
_		_	Contract	26 -	e .1	Douglas-	fir Paalar				0
	g and Removal Ti				lonths	Export V					0
Person	nal Property Remo	val Time		3 N	Ionths			0 per 16' MRF)		\$6	000

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# UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Salem Bakers Dozen ORS06-TS-2016-0101

### **Stumpage Summary**

<b>Stumpage Computation</b>	(16' MBF)
-----------------------------	-----------

Species	Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Cost	(+) Marginal Log Value	(-) Back Off	Appraised Price	Appraised Value
DF	16,972	4,864	\$ 566.37	\$ 73.63	\$ 195.15			\$ 297.60	\$ 1,447,526.40
RA	112	1	\$ 400.00	\$ 52.00	\$ 195.15	\$ 216.00		\$ 368.80	\$ 368.80
Totals	17,084	4,865							\$ 1,447,895.20

### Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir				50.0	44.0	6.0
Red Alder					100.0	

### Marginal Log Volume

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

**Appraised By:** Bryant, William **Date:** 01/21/2016

Area Approval By: Date:

District Approval By: Date:

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# UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

# Prospectus

### **Appraisal Method:** (16' MBF)

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	16,972	4,864	4,076	
Red Alder	112	1	1	
Total	17,084	4,865	4,077	

### All Species

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
5,117	17,084	299	15.2	5,097	88,625	58

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
88,625	339	88,964	5.2	4,865	5,117	95 %

### Douglas-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
5,108	16,972	300	15.2	5,088	88,597	57

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
88,597	121	88,718	5.2	4,864	5,108	95 %

### **Cutting Areas**

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
1		199		199
RW			3	3
Totals :		199	3	202

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