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

ORN02-TS-2020.0203 Beaty Ryder Timber Sale

Date: July 22, 2020

#### 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 NORTHWEST OREGON DISTRICT OFFICE.

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for sealed bid, pursuant to Instructions to Bidders, as stated on Form No. 5440-9. Sealed bids will be received by the District Manager, or his representative, by appointment only at the Northwest Oregon District Office, 1717 Fabry Road, S.E., Salem, Oregon until 4:00 p.m., Tuesday, August 25, 2020. Please call 971/304-4894 to make an appointment. Appointments are available from 8am - 4pm, M-F. Sealed bids will be opened at 9:00 a.m. on Wednesday, August 26, 2020. Due to pandemic restrictions the opening will be limited to BLM employees. All bidders will be notified via phone call after all bids have been opened and a high bidder declared.

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

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

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

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 Itemizer Observer and Gazette-Times on or about July 29, 2020. 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 Northwest Oregon District Office. 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 to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), or; (2) Comply with a court order, or; (3) Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines or management direction established in the ROD and RMP.

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. <u>The prospectus for this/these sale(s) is also available online at: https://www.blm.gov/programs/natural-resources/forests-and-woodlands/timber-sales.</u> The prospectus includes maps and tables that cannot be made Section 508 compliant. For help with its data or information, please contact the Northwest Oregon District Office at 503-375-5646.

Attachments: Form 5450-17 Form 5430-11 Form 5440-9

# TIMBER SALE NOTICE

# THIS IS A SCALE SALE

NORTHWEST OREGON DISTRICT MARYS PEAK FIELD OFFICE ALSEA-RICKREALL MASTER UNIT

#### SALE DATE: August 26,2020

# CONTRACT NO. ORN02-TS-2020.0203, BEATY RYDER, Scale Sale BENTON COUNTY, OREGON: O&C: **SEALED BID**: BID DEPOSIT REQUIRED: \$143,100.00

All timber designated for cutting on W<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>, NW<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, NW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>, Section 31, T.13S., R.7W., W.M. and NE<sup>1</sup>/<sub>4</sub>, E<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>, Section 25, T.13S., R.8W., W.M.

# 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
40,939	6,600	Douglas-fir	7,843	\$182.40	\$1,430,563.20
32	3	Western hemlock	4	\$31.40	\$125.60
51	2	Red alder	3	\$30.00	\$90.00
17	.8	Bigleaf maple	1	\$26.00	\$26.00
41,039	6,605.8	Totals	7,851		\$1,430,804.80

<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 prohibited from substitution of exported private timber.

<u>CRUISE INFORMATION</u>: The timber volumes were based on variable plot cruise in the Partial Cut Areas and 100% cruise in the Right-of-way areas for estimated board foot volumes of trees in 16-foot logs. Approximately 0% of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is 13.5 inches DBHOB; the average log contains 44 bd. ft.; the total gross volume is approximately 8,271 MBF; and 95% recovery is expected. This cruise information is given for informational purposes only and the contract price and volume will be determined by a scale using eastside scribner according to Northwest Log Rules Eastside.

<u>CUTTING AREA</u>: Eight units totaling approximately 305 acres shall be partial cut, approximately 1 acre shall be Special Mark Area and approximately 4 acres of Right-of-Way shall be cut. Acres shown on Exhibit A have been computed using a Trimble R1 Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

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

<u>LOCATION</u>: The Beaty Ryder timber sale is located approximately 2 air miles north of Alsea, Oregon. From Highway 34, turn right onto 14-8-2 road. Proceed approximately 2 miles to the junction of the 13-8-36 road, turn right and travel approximately 1 mile to arrive at the Contract Area in Section 31. At the junction of the 13-8-36 road, remain left on the 14-8-2 road and travel approximately 0.75 miles to arrive at the Contract Area in Section 25. See General Vicinity map and Exhibit E for details.

\*NOTE: Access to the sale is through locked gates. Prospective bidders may obtain the combo from Andy Frazier (503) 315-5979.

<u>ACCESS AND ROAD MAINTENANCE</u>: Access is provided on Bureau of Land Management controlled roads and Weyerhaeuser Company controlled roads. In the use of Weyerhaeuser Company controlled roads – Bureau of Land Management Maintenance, the Purchaser shall enter into a license agreement with Weyerhaeuser Company. The Purchaser shall pay Weyerhaeuser Company a road use obligation of \$2.00/MBF of timber hauled. The Purchaser shall carry liability insurance with limits of \$1,000,000.00/\$1,000,000.00/ \$1,000,000.00 for timber and mineral haul.

In the use of Bureau of Land Management controlled roads – Bureau of Land Management Maintenance, the Purchaser shall pay the Government a road maintenance obligation at a rate of \$2.22/MBF of timber hauled.

In the use of Bureau of Land Management controlled roads – Purchaser Maintenance the Purchaser will be required to perform maintenance on approximately 6.70 miles of road. The Purchaser shall pay the Government a road maintenance obligation for rockwear at a rate of \$2.59/MBF of timber hauled.

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.

<u>ROAD CONSTRUCTION, IMPROVEMENT 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. Construction:

P<sub>8</sub> Road, 150 feet, 16-foot subgrade Surfacing – Aggregate base course, depth 6 inches, useable width 15 feet

2. Improvement:

Road 13-8-25.2, MP 0.34 – 0.44, 528 feet, 16-foot subgrade Roadside brushing, erosion control; Surfacing – Aggregate base course, depth 6-inches, useable width 15-feet

P<sub>1</sub> Road, 800 feet, 16-foot subgrade Roadside brushing, erosion control; Surfacing – Aggregate base course, depth 6-inches, useable width 15-feet

P2 Road, 150 feet, 16-foot subgrade Roadside brushing, erosion control; Surfacing – Aggregate base course, depth 6-inches, useable width 15-feet

P<sub>3</sub> Road, 400 feet, 16-foot subgrade Roadside brushing, erosion control; Surfacing – Aggregate base course, depth 6-inches, useable width 15-feet

P4 Road, 440 feet, 16-foot subgrade Roadside brushing, erosion control; Surfacing – Aggregate base course, depth 6-inches, useable width 15-feet

P5 Road, 500 feet, 16-foot subgrade Roadside brushing, erosion control; Surfacing – Aggregate base course, depth 6-inches, useable width 15-feet P<sub>6</sub> Road, 650 feet, 16-foot subgrade

Roadside brushing, erosion control; Surfacing – Aggregate base course, depth 6-inches, useable width 15-feet

P7 Road, 1,000 feet, 16-foot subgrade

Roadside brushing, erosion control; Surfacing – Aggregate base course, depth 6-inches, useable width 15-feet

P9 Road, 150 feet, 16-foot subgrade Roadside brushing, erosion control; Surfacing – Aggregate base course, depth 6-inches, useable width 15-feet

3. Renovation:

Road 13-8-25.1, MP 0.00 - 0.23, 1,214 feet, 16-foot subgrade Roadside brushing, erosion control; Surfacing – Aggregate base course, depth 6-inches, useable width 15-feet

Road 13-8-25.2, MP 0.00 - 0.34, 1,795 feet, 16-foot subgrade Roadside brushing, erosion control; Surfacing – Aggregate base course, depth 6-inches, useable width 15-feet

Road 13-8-25.4, MP 0.00 - 0.35, 1,848 feet, 16-foot subgrade Roadside brushing, erosion control; Surfacing – Aggregate base course, depth 6-inches, useable width 15-feet

Road 14-8-2, MP 0.00 - 4.13, 21,806 feet, 16-foot subgrade Roadside brushing, erosion control, water diversion; Surfacing – Aggregate surface course, depth 3 inches, useable width 15-feet (MP 0.00 - 1.53); Surfacing – Aggregate base course, depth 3-inches, useable width 15-feet (MP 1.53 - 3.28); Surfacing – Aggregate base course, depth 6-inches, useable width 15-feet (MP 3.28 - 4.13)

Road 13-7-31, MP 0.00 – 0.69, 3,643 feet, 16-foot subgrade Roadside brushing, erosion control; Surfacing – Aggregate base course, depth 6-inches, useable width 15-feet

Road 13-7-31.1, MP 0.00 – 0.40, 2,112 feet, 16-foot subgrade Roadside brushing, erosion control; Surfacing – Aggregate base course, depth 6-inches, useable width 15-feet

Road 13-7-31.2, MP 0.00 – 0.52, 2,746 feet, 16-foot subgrade Roadside brushing, erosion control; Surfacing – Aggregate base course, depth 6-inches, useable width 15-feet

Road 13-7-36, MP 0.00 – 2.03, 10,718 feet, 16-foot subgrade Roadside brushing, erosion control; Surfacing – Aggregate base course, depth 6-inches, useable width 15-feet

# 2. Estimated Quantities:

# Clearing and grubbing 4.0 acres

#### Excavation

4,987 cubic yards of common

#### Culvert and Flume:

170 feet of 18 inch CPP 805 feet of 24 inch CPP 110 feet of 24 inch CMP

#### Aggregate Material:

Quantity: 17,934 cubic yards 3,089 cubic yards 260 cubic yards 300 cubic yards 50 cubic yards Description: 3" minus crushed rock 1 <sup>1</sup>/<sub>2</sub>" minus crushed rock <sup>3</sup>/<sub>4</sub>" minus crushed rock Pit run Riprap

#### Miscellaneous

Brushing 16.7 acres Soil stabilization 11.9 acres Blading 9.5 miles

<u>Rock Source</u>: White House Pit (BLM ownership), or source that meets specs and is approved by the Authorized Officer

<u>Special Attention Items:</u> Section 42.i – Restricted Operating Season Section 42.j – Daily Operating Restriction Season Exhibit B – Scale Sale Exhibit F – Designation by Prescription Exhibit G – Snag Creation

# SEASONAL RESTRICTION MATRIX

Activity	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Road Construction/Renovation												
In-Stream Work Period												
Ground-based Yarding												
(tractor)												
Restricted Operating Season												
Daily Operating Restriction												
(Restricted Operating Area												
and Whitehouse pit)												
Log Hauling												
Generally allowed												
Generally not allowed – or restrict	iction	applie	S									

Sec. 41.

# RESERVED

a. All timber on the Reserve Areas shown on Exhibit A and all painted orange or posted trees which are on or mark the boundaries of the Reserve Areas and/or right-of-way areas of Roads to be Constructed and of Roads to be Improved shown on Exhibit A.

b. All trees other than Douglas-fir in the Partial Cut Areas shown on Exhibit A.

c. All preexisting down logs and snags in the Partial Cut Area shown on Exhibit A, which do not present a safety hazard as determined by the Authorized Officer. All snags felled for safety reasons shall be retained on site.

d. All trees less than five (5) inches DBHOB not designated for cutting.

e. Trees required to meet residual tree requirements set forth in Exhibit F, attached hereto and made a part hereof.

f. Trees required to meet snag creation requirements set forth in Exhibit G, attached hereto and made a part hereof.

g. All trees greater than twenty-six (26) inches DBHOB.

Sec. 42. Special Provisions

# LOGGING

a. Before beginning the operations on the Contract Area for the first time or after a shutdown of 7 or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of 7 or more days.

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 ensure protection of the environment and watershed. A pre-work conference between the Purchaser's authorized representative and the Authorized Officer must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan.

c. Excessive damage to reserve timber, as determined by the Authorized Officer, will result in suspension of the yarding operations until mitigation measures are in place to prevent further damage as approved by the Authorized Officer.

d. In accordance with Exhibit G, which is attached hereto and made a part hereof, the Purchaser shall create three thousand two hundred and twenty (3,220) snags located in the Partial Cut Area and Reserve Area shown on Exhibit A.

e. No trees may be felled, yarded, decked or loaded in or through the Reserve Areas shown on Exhibit A, or adjacent private land, unless expressly authorized by other provisions of this contract. Tops, limbs, and other logging debris entering the Reserve Areas from felling operations shall be pulled back into the Partial Cut Areas shown on Exhibit A.

f. In the Special Mark Areas – Trees shall be cut in accordance with Exhibit F, which is attached hereto and made a part hereof.

g. In the Partial Cut Area – Skyline Yarding shown on Exhibit A, yarding shall be done with a skyline or similar cable system equipped with a slack pulling carriage capable of yarding one thousand five hundred (1,500) feet slope distance from the landing and having 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. 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 tailholds outside of Partial Cut Areas shall be required where necessary to meet this requirement. The Purchaser shall locate Skyline yarding roads as follows:

- 1. Skyline yarding roads shall be located perpendicular to the yarding slope unless otherwise approved by the Authorized Officer.
- 2. Mark the location of the skyline yarding roads on the ground with high visibility flagging in accordance with the required Logging Plan.
- 3. Space designated skid roads at a minimum of 150 feet apart unless otherwise agreed to in writing by the Authorized Officer.
- 4. The width of each skyline yarding road shall be limited to 12 feet.
- 5. Obtain written approval from the Authorized Officer of the location of all skyline yarding roads.

h. In the Partial Cut Area – Ground-based Yarding shown on Exhibit A, all yarding shall be done by equipment operated entirely on designated skid roads. Before felling and yarding any timber, except skid road right-of-way timber, in the Partial Cut Area – Ground-based Yarding the Purchaser shall locate and construct designated skid roads as follows:

1. Mark the location of the designated skid roads on the ground with high visibility flagging in accordance with the required Logging Plan.

- 2. Space designated skid roads at a minimum of 150 feet apart unless otherwise agreed to in writing by the Authorized Officer.
- 3. Obtain written approval from the Authorized Officer of the location of all designated skid roads.
- 4. Limit the width of each skid road to a maximum of 12 feet.
- 5. Limit skid roads to slopes less than 35% and located perpendicular to the slope to minimize road cutting.

i. No ground-based yarding shall be conducted on the Partial Cut – Ground-based yarding shown on Exhibit A between October 16 of one calendar year and May 14 of the following calendar year, both days inclusive, or during any period of wet soil conditions as determined by the Authorized Officer.

j. No yarding or falling operations shall be conducted in the Restricted Operating Area shown on Exhibit A between April 1 and August 5 of each calendar year, both days inclusive.

k. In the Restricted Operating Area shown on Exhibit A and Whitehouse Pit, daily operation of power driven equipment shall be limited to the period of 2 hours after sunrise until 2 hours before sunset between April 1 and September 15 of each calendar year, both days inclusive.

# **SAFETY**

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

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

Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA and Transportation standards no later than the pre-work meeting and

prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed., Flagmen and devices shall be as specified in state OSHA and Transportation standards for logging roads or the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) published by the U.S. Department of Transportation – Federal Highway Administration. Included in the Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit A Map.

# ROAD CONSTRUCTION, RENOVATION, IMPROVEMENT, MAINTENANCE AND USE

m. The Purchaser shall construct approximately 150 feet of road, renovate approximately 46,357 feet of road and improve approximately 4,618 feet of road in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and a made a part hereof.

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

o. No road construction, renovation or improvement shall be conducted on the Contract Area shown on Exhibit A between November 1 of one calendar year and April 30 of the following calendar year, both days inclusive, or during other periods of wet soil conditions as determined by the Authorized Officer.

p. No instream work shall be conducted on the Contract Area shown on Exhibit A between September 1 of one calendar year and June 30 of the following calendar year, both days inclusive, or during other periods of wet conditions as determined by the Authorized Officer.

q. The Purchaser is authorized to use the roads shown on Exhibit E for the removal of Government timber sold under the terms of this contract and the hauling of rock as required in Exhibit C, provided that the Purchaser pay the required maintenance and rockwear obligations described in Section 42.r. and Section 42.s. Any road shown on Exhibit E and requiring construction or renovation in Exhibit C of this contract, shall be maintained by the Purchaser until receiving written acceptance of the construction or renovation from the Authorized Officer.

r. The Purchaser shall pay a road maintenance fee of two and 22/100 dollars (\$2.22) per thousand board feet log scale per mile for the use of BLM maintained roads. The total maintenance fee due shall be based upon volumes determined pursuant to Exhibit B of this contract and mileage of roads used as determined by the Authorized Officer. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized Officer of the roads intended for use in the removal of timber purchased under this contract, together with an estimate of the volume to be hauled over such roads. The Authorized Officer shall establish an installment schedule of payment of the maintenance obligation. If it is determined by the Authorized Officer, after all merchantable timber has been cut and scaled, that the total

maintenance payments made under this contract exceed the total maintenance and rockwear payment due, such excess shall be returned to the Purchaser after such determination is made.

s. The Purchaser shall pay a road rockwear fee of two and 59/100 dollars (\$2.59) per thousand board feet log scale per mile for the use of Purchaser maintained roads. The total maintenance fee due shall be based upon volumes determined pursuant to Exhibit B of this contract and mileage of roads used as determined by the Authorized Officer. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized Officer of the roads intended for use in the removal of timber purchased under this contract, together with an estimate of the volume to be hauled over such roads. The Authorized Officer shall establish an installment schedule of payment of the maintenance obligation. If it is determined by the Authorized Officer, after all merchantable timber has been cut and scaled, that the total rockwear payments made under this contract exceed the rockwear payment due, such excess shall be returned to the Purchaser after such determination is made.

t. The Purchaser shall perform any required road repair and maintenance work on the roads identified as Purchaser maintenance, under the terms of Exhibit D, Road Maintenance Specifications, of this contract, which is attached hereto and made a part hereof.

u. The Purchaser shall waterbar, grass seed and mulch all newly constructed natural surface roads, for overwinter erosion control, or during any period of wet soil conditions as determined by the Authorized Officer.

v. In the use of the 14-8-2 road shown on the Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. S-805, between the United States of America and Weyerhaeuser Company. This document is available for inspection at the Northwest Oregon District Office. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a properly signed copy of the executed License Agreement.

w. The Purchaser agrees that if they elect to use any other private road, which is the subject of a right-a-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 shares of the capital investment of any such road.

x. With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users of roads included in Exhibit E; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users of these roads.

y. The Purchaser shall be required to secure written approval to use vehicles or haul forest products and equipment over Government owned or controlled roads when such vehicles or equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit or if vehicles meet allowable non-permitted State vehicle

weights, but the haul route crosses a structure or segment of road that is posted for reduced weights. The Purchaser agrees to abide by any special requirements included in said written approval.

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

Details shall include:

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

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

#### **ENVIRONMENTAL PROTECTION**

z. In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall complete grass seeding on exposed soil on all skyline roads, ground-based skid roads, landings, and any other exposed soil caused by contract obligations as directed by the Authorized Officer. Grass seed and suitable equipment to apply seed shall be furnished by the Purchaser.

Seed to be supplied shall meet the following requirements:

<u>SPECIES</u>	<u>RATE</u>
Red Fescue (Festuca rubra)	100%
Oregon Certified Seed (Blue Tag)	
Purity	95% minimum
Germination	85% minimum
Noxious Weed Content	None (Tested: None Found)

The Purchaser shall apply grass seed uniformly on the designated areas at a rate equal to ten (10) pounds per acre. Evidence of seed certification shall be furnished to the Authorized Officer prior to application. Grass seed which has become wet, moldy or otherwise damaged shall not be provided.

aa. In addition to the requirements set forth in Sec. 26 of this contract, in order to reduce or prevent the spread of noxious weeds to BLM lands, all road construction, piling, and ground-based logging equipment including loaders shall be cleaned of all plant parts and soil prior to entry onto BLM lands. Equipment shall be inspected by the Authorized Officer at a site approved by the Authorized Officer to verify that the equipment had been reasonably cleaned prior to entry onto BLM lands.

bb. Immediately following ground-based yarding activities for any operating season, the Purchaser shall construct water bars, as shown on Exhibit C, on ground-based skid roads and block them to vehicular traffic as directed by the Authorized Officer. The location of water bars shall be approved by the Authorized Officer prior to construction.

cc. The Purchaser shall immediately discontinue specified construction or harvesting operations upon written notice from the Authorized 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 prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Northwest Oregon 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, or

management direction established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;

8. when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines, or management direction established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Section 3.a. of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, et seq.).

Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3.a. of the contract within 15 days after the bill for collection is issued, subject to Section 3.i. of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

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

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

The Contracting Officer may determine that it is necessary to terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, prevent incidental take of northern spotted owls in accordance with the ROD and RMP, protect occupied marbled murrelet sites in accordance with the ROD and RMP, protect species that have been discovered which were identified for protection 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, survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, survey and manage and/or protection buffer standards and guidelines established in 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 PREVENTION

dd. Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in construction or logging operations under this contract during the fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer. Purchaser shall take such measures for prevention and suppression of fire on the contract area and other adjacent Government lands

used or traversed by Purchaser in connection with operations as are required by applicable laws and regulations. However, when in the opinion of the Authorized Officer, weather and other conditions affecting fire incidence and control make special precautions necessary to protect the contract area and said Government lands, Purchaser shall take such additional or other fire prevention and control measures as may be required by the Authorized Officer. The Purchaser shall comply with Oregon Department of Forestry Industrial Fire Precaution Level (IFPL) I Fire Season requirements. 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.

# LOGGING RESIDUE REDUCTION

ee. In addition to the requirements of Sec. 15 of this contract, and notwithstanding the Purchasers satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the States willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measure(s) required by this contract:

1. Prior to commencement of any operation under this Section of the contract, a slash disposal and pre-work conference between the purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All slash disposal shall be done in accordance with the plans developed at this pre-work conference. Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of purchasers operations under the terms of this contract.

2. Excavator pile and burn slash within Patch Openings located in Partial Cut Area – Ground-Based Logging shown on Exhibit A and Exhibit F and hand pile and burn Patch Openings located in Partial Cut Area – Skyline Yarding shown on Exhibit A and Exhibit F as determined by the Authorized Officer. Hand pile twenty-five (25) feet along the boundary in the southeast corner of section 31 adjacent to ownerships containing structures. Excavator pile and burn twenty-five (25) feet of road 14-8-2 and 13-7-31. Slash shall be piled by an excavator equipped with a hydraulic thumb. Finished piles shall be tight and free of dirt.

a. Unmerchantable logs greater than sixteen (16) inches on the small end shall be left in place, or positioned so that they will not be burned.

b. Machine piles shall be located as far as possible from green trees, snags, or unit boundaries to minimize damage.

c. Machine piles shall be kept free of dirt and other non-wood debris and constructed as compactly as possible. There should be an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels. d. A 10-foot by 10-foot cover of four (4) mil. polyethylene shall cap each machine pile and remain visible to maintain a dry ignition point. The cover shall be firmly fixed to each pile to hold it in place. Plastic shall be held in place with woody debris or tied with rope or twine. The plastic must be secured so that it is held in place during strong wind conditions. The Purchaser is required to furnish the covering materials. Covering shall be completed as directed by the Authorized Officer. When burned, machine piles are to consume 70-90% when burning is complete. If consumption is less then desired percentages, piles are to be recovered for burning during the next prescribed burning opportunity.

e. Cutting Areas shall be piled during the same season that they are logged.

f. Pile and burn landing slash within thirty (30) feet of the edge of each landing, all tops, broken pieces, limbs and debris more than one (1) inch in diameter at the large end and longer than three (3) feet in length shall be piled within fifteen (15) days of completion of hauling logs from that landing. Landing piles shall be kept free of dirt and located adjacent to roads at least twenty (20) feet from any Reserve Tree and/or as directed by the Authorized Officer. Upon completion of landing piling, the Purchaser shall prepare the landing piles for burning by securely covering each landing pile by securely covering each pile with four (4) mil. thick polyethylene plastic film at least 20 feet wide. Landing piles shall be 75 percent covered with the covering extending three-quarters of the way down all sides. The plastic shall be oriented southwest to northeast. Pieces of burnable material shall be placed on top of the plastic to secure it from moving while remaining visible and to prevent it from blowing off during strong wind episodes. The Purchaser is required to furnish the covering materials. The timing of this covering work shall be in accordance with instructions from the Authorized Officer. When burned, machine piles are to consume 70-90% when burning is complete. If consumption is less then desired percentages, piles are to be recovered for burning during the next prescribed burning opportunity. No landing debris shall be dozed off the landing and covered with dirt. Debris which has been buried and is determined to be the source of holdover fire shall be excavated by the Purchaser, at the Purchaser's expense, with a tractor and/or hydraulic excavator as directed by the Authorized Officer. If the structure of the landing piles will not permit adequate consumption of piled debris by burning, the Purchaser shall re-pile them at the direction of the Authorized Officer.

ff. Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop-up assistance as required. The Purchaser shall, under supervision of the Authorized Officer or designated representative, assist in preparing units for burning, burning, mop-up, and patrol by furnishing, at the Purchaser's own expense, the services of personnel and equipment on each unit as shown below:

1. For Igniting and Burning Piles on Units:

a. One work leader(s) Firefighter Type 1 (FFT1) qualified according to National Wildfire Coordinating Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1) to supervise crew and equipment operations, and to serve as Purchaser's representative.

b. Two-person crew Firefighter Type 2 (FFT2) qualified according to National Wildfire Coordination Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1, with sufficient fuel for burning, three (3) drip torches, one (1) power saw, and one (1) backpack pump, one (1) tool for each crew member.

c. The crew shall arrive on the project area with radios capable of inter-crew communications and communication with a BLM representative at a ratio of one (1) radio per every five (5) crew members.

d. All ignition personnel will be directly supervised by a BLM representative.

2. For Mop-up of Piles on Units:

a. One work leader(s) Firefighter Type 1 (FFT1) qualified according to National Wildfire Coordinating Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1) to supervise crew and equipment operations, and to serve as Purchaser's representative.

b. Two-person crew Firefighter Type 2 (FFT2) qualified according to National Wildfire Coordination Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1, with one (1) power saw, one (1) backpack pump, and one (1) tool for each crew member.

c. The crew shall arrive on the project area with radios capable of inter-crew communications and communication with a BLM representative at a ratio of one (1) radio per every five (5) crew members.

d. All mop-up personnel will be directly supervised by a BLM representative.

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

All listed personnel shall be physically fit, experienced and fully capable of functioning as required. In addition, all listed personnel shall be qualified according to the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide, PMS-310-1 and

provide documentation of these qualifications. On the day of ignition all listed personnel shall be fluent in speaking and understanding English, clothing shall consist of long pants and long sleeved shirts, and be of approved aramid fabric (Nomex<sup>™</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.

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

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

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

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

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

# LOG EXPORT RESTRICTION

All timber sold to the Purchaser under the terms of the contract, except exempted gg. species, is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs, except those of utility grade or below, such as sawlogs, peeler logs; and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards or specifications suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American 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; or (6) shakes and shingles.

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

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 the 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 Form 5460-16 (Certificate as to Non-substitution and the Domestic Processing of Timber). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

In the event an affiliate of the Purchaser has exported private timber within twelve (12) months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in 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. The purchaser shall also provide a current, interim Log Scale and Disposition of Timber Removed Report (Form 5460-15) upon request by the Authorized Officer at any time during the contract period for cutting and removal specified in Section 4 of this contract as amended. In addition, the Purchaser is required under the terms of this contract to retain for a three-year period from the date of termination of the contract the records of all sales or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management.

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

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

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

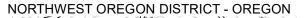
In the event of the Purchaser's noncompliance with this subsection of the contract, the Authorized Officer may take appropriate action as set forth in Section 10 of this contract. In addition, the Purchaser may be declared ineligible to receive future awards of Government timber for a period of one year.

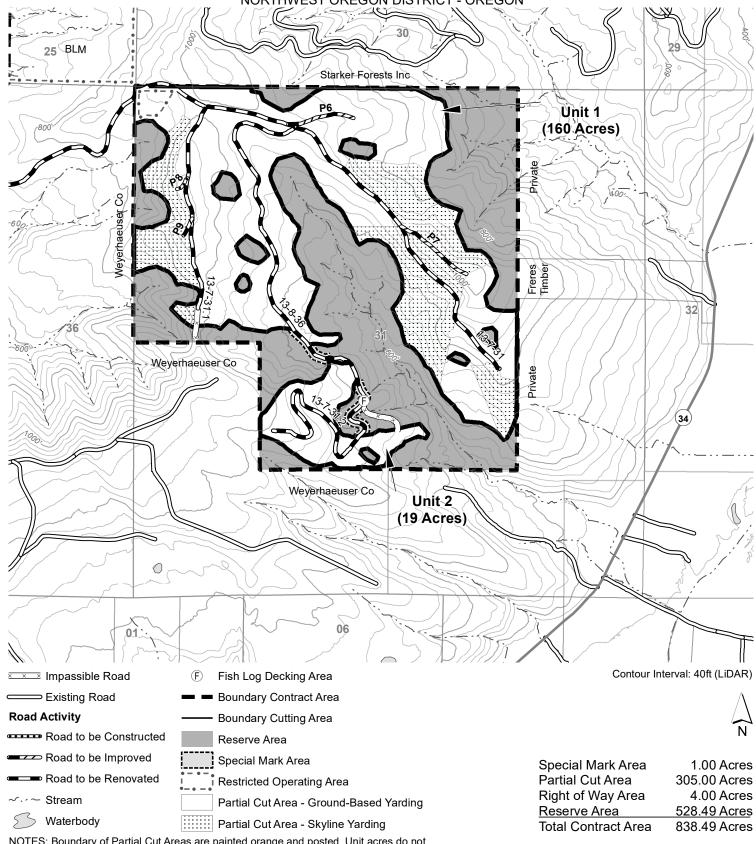
#### UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Land Management Northwest Oregon District - Oregon

Beaty Ryder EXHIBIT A Sheet 1 of 2

TIMBER SALE CONTRACT MAP - ORN02-TS-2020.0203

T. 13 S., R. 7 W., Section 31 W.M. - T. 13 S., R. 8 W., Section 25 W.M.





500

1,000

Feet

2,000

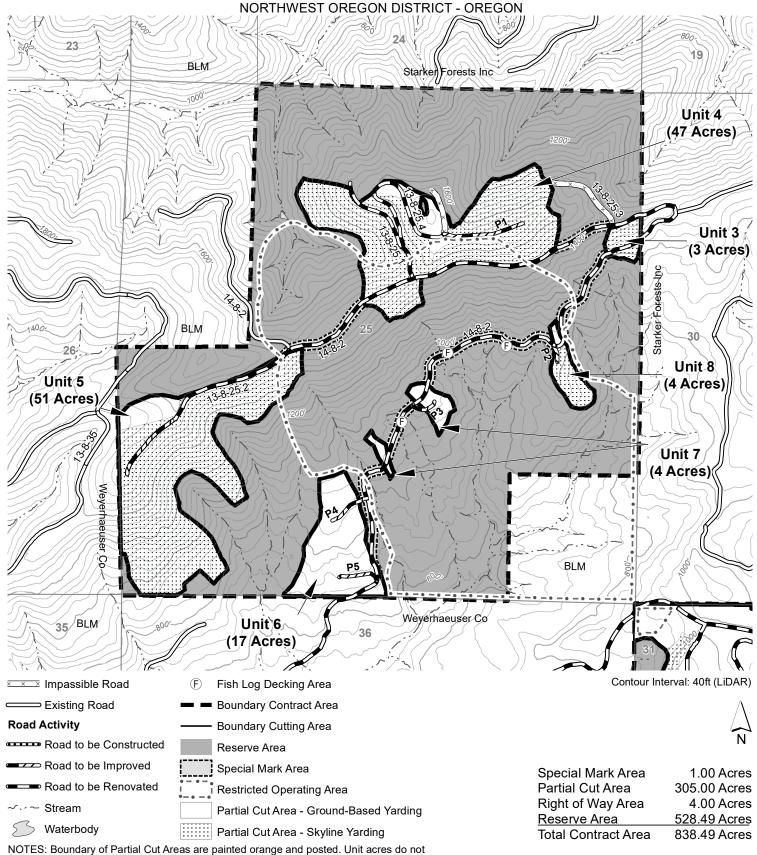
NOTES: Boundary of Partial Cut Areas are painted orange and posted. Unit acres do not include existing roads or Rights-of-Way. Acres shown on Exhibit A have been computed using a Trimble R1 Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction. **Date: 6/9/2020** 

#### UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Land Management Northwest Oregon District - Oregon

Beaty Ryder EXHIBIT A Sheet 2 of 2

TIMBER SALE CONTRACT MAP - ORN02-TS-2020.0203

T. 13 S., R. 7 W., Section 31 W.M. - T. 13 S., R. 8 W., Section 25 W.M.



500

1,000

Feet

2,000

NOTES: Boundary of Partial Cut Areas are painted orange and posted. Unit acres do no include existing roads or Rights-of-Way. Acres shown on Exhibit A have been computed using a Trimble R1 Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction. Date: 6/9/2020

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

# <u>EXHIBIT B</u> SCALE SALE

# PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS

I. Total Actual Purchase Price - In accordance with Section 2 and 3 of the contract, the Purchaser agrees to pay the Government for the timber sold under the contract in accordance with the following schedule and measurement requirements. Timber sold is comprised of Merchantable Timber, Merchantable Timber Remaining, and Other Timber as defined below. In the event an Extension of Time is approved, the prices per measurement unit are subject to readjustment (refer to Section 9 of the contract).

Schedule of Species/Products, Measurement Units, and Prices								
Species/Products	Measurement Unit	Price Per Measurement Unit						
Douglas-fir	MBF	\$182.40						
Western hemlock	MBF	\$31.40						
Red alder	MBF	\$30.00						
Bigleaf maple	MBF	\$26.00						

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

Schedule of Material Specifications										
Species/Product	Length (feet)	<b>Diameter</b> (inches inside bark at small end)	Net Scale (% of gross volume of any log segment)							
All	16 Feet	5 inches	20 bf							

If Purchaser elects to remove any logs which do not meet the above minimum material specifications and which have not been reserved to Government in Sec. 41 of the contract, such logs shall be scaled in accordance with section V of this Exhibit herein and be paid for in accordance with Section 2 and 3 of the contract and the value in Section I of this Exhibit.

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

IV. **Other Timber** - If any timber is of a species not listed in Section I of this Exhibit the Authorized Officer shall establish volumes and values in accord with Standard BLM methods.

# V. Scaling

- A. Log Rule and Measurement All logs shall be scaled in Eastside Scribner according to the Northwest Log Rules Eastside and Westside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale.
- B. Scaling Service A Scaling Authorization Form must be completed and approved by the Authorized Officer prior to beginning of hauling operations. All sites on the Scaling Authorization are required to have a Log Yard Agreement with the BLM. Log scaling services shall be provided and performed by BLM personnel or third party scaling organizations under agreement with BLM.
  - 1. All logs shall be scaled and volumes determined by BLM or a certified contract scaler.
  - 2. The BLM scaler or contract scaler is designated to collect Eastside MBF scale data from all loads.
  - 3. All logs shall be scaled using an authorized BLM scaling method approved by the Authorized Officer in accordance with BLM prescribed procedures.
- C. **Defect Caused by Abnormal Delay** Scaling deductions made for rot, check or other defect resulting from abnormal delay in scaling caused by Purchaser shall be recorded separately and charged to the Purchaser in accordance with Section 3 of the contract.
- D. Log Presentation Purchaser shall present logs so that they may be scaled in an economical and safe manner in accordance with the Log Yard Authorization required in Section V. B. of this Exhibit.

# E. Check Scale

The BLM will conduct check scales using the following standards.

<u>Gross Scale</u>. A variance of one and  $\frac{1}{2}$  percent (1.5%) in gross scale is the standard unless otherwise justified.

<u>Net scale</u>. The allowable variance is as follows:

Check scaler's percent defect in logs	Scalers allowable variance
0-10 percent	2 percent
over 10 percent	0.2 * percent defect to a maximum of 5 percent

Determinations as to volume of timber made by a BLM check scaler in conformance with the standards as set forth herein shall be final. When such checks show a variance in scale in excess of acceptable standards, in two or more consecutive check scales, an adjustment to the volume reported as scaled will be made by BLM. Such adjustments will be made based on the difference between available BLM check scales and the original scale during the period covered by the unsatisfactory check scales. Unless otherwise approved in writing by the Authorized Officer, the volume to which this difference will be applied will be 50 percent of the volume scaled between the last satisfactory check and the first unsatisfactory check, 100 percent of the volume scaled during the unsatisfactory check, and 50 percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.

# F. Accountability

- 1. Purchaser shall notify the Authorized Officer seven (7) days prior to starting or stopping of hauling operations performed under the contract.
- 2. All logs will be painted and branded at the landing and accounted for in accordance with Section 42.gg of the contract. If Sale Area is within a State that maintains a log brand register, brands shall be registered with the State. Purchaser shall use assigned brand(s) exclusively on logs from this sale until the Authorized Officer releases the brand(s).
- 3. Each truck driver shall obtain a load receipt and a BLM scaler receipt from the Log Truck Ticket Book issued by the Authorized Officer and comply with the instructions specified on the cover of said book. All load tickets will be marked with the cutting area number using a permanent marker or as directed by the Authorized Officer. While products are in transit, the truck driver shall display the load receipt and BLM scaler receipt on the bunk or wing log at the front of the load on the driver's side. All logs on each load shall be delivered to the destination listed on the woods receipt. The BLM scaler receipt shall be surrendered at the location of BLM scaling, the unloading location, or as requested by BLM. A designated area shall be identified at the yard scaling location for logs arriving during off hours. Logs arriving during off hours shall be left on the truck or may be off loaded to the designated area.
- 4. The Purchaser shall not haul logs from the contract area on weekends; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's holidays; or outside the hours of 4:00 a.m. to 8:00 p.m. daily, unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan.

(Refer to Section 42 of the contract).

- 5. The Purchaser shall furnish BLM a map showing the route which shall be used to haul logs from the timber sale area to the scaling location. Such route shall be the most direct haul route between the two points, unless another route is approved by BLM. The route of haul may be changed only with advance notice to and approval by BLM. The haul route map shall be attached to the Approved Logging Plan.
- 6. All loads will be scaled at locations listed on the Scaling Authorization as approved by the Authorized Officer. Purchaser shall notify the Authorized Officer seven (7) days in advance to request additional scale site locations for approval on the Scaling Authorization.
- 7. Any removal of logs from loaded trucks before being accounted for and/or scaled as required by the contract shall be considered a willful trespass and render the Purchaser liable for damages under applicable law. Any payment made for purchase of such logs shall be deducted from amount due because of trespass.

G. **Scaling Lost Products** - The value of lost loads shall be equal to the highest value load for the month in which the lost load is hauled regardless of where the highest value load is scaled. If no loads have been scaled in that month, value will be determined from the closest month in which loads were scaled.

VI. **Estimated Volumes and Values -** The following volume estimates and calculations of value of timber sold are made solely as an administrative aid for determining payment amounts, when payments are due, the value of timber subject to any special bonding provisions, and other purposes specified in various portions of the contract. The cutting areas are shown on Exhibit A of the contract.

- A. Merchantable Timber Volume Removed from Contract Area The total volume of removed timber shall be determined using the Government's records of scaled volumes of timber skidded or yarded monthly, or a shorter period if agreed to by the Purchaser and Government, to loading points or removed from the contract area.
- B. Merchantable Timber Not Yet Removed from Contract Area The value of merchantable timber which has not been removed will be determined by multiplying the value per acre as shown below times the amount of acreage subject to the purpose of the value determination, as determined by the Authorized Officer:

Total Estimated Purchase Price And/or Schedule of Volumes and Values for Merchantable Timber Not Yet Removed from Contract Area									
Cutting	Area	Total Estima (MB			Estimated ase Price				
Unit Number	Approximate Number of Acres	Volume per Acre	Total Volume	Value per Acre	Total Value				
1	160	25.3	4,052	\$4,619.28	\$739,084.80				
2	19	25.3	481	\$4,617.60	\$87,734.40				
3	3	25.3	76	\$4,620.80	\$13,862.40				
4	47	25.3	1,190	\$4,618.21	\$217,056.00				
5	51	25.3	1,292	\$4,620.80	\$235,660.80				
6	17	25.3	430	\$4,613.65	\$78,432.00				
7	4	25.3	101	\$4,605.60	\$18,422.40				
8	4	25.3	101	\$4,605.60	\$18,422.40				
RW1	2	25.5	51	\$4,651.20	\$9,302.40				
RW2	1	25.0	25	\$4,560.00	\$4,560.00				
RW3	1	25.0	25	\$4,560.00	\$4,560.00				
SM	1	27.0	27	\$3,707.20	\$3,707.20				
Sale Total	310	25.3	7,851	\$4,615.50	\$1,430,804.80				

Sale Name

U.S. DEPT. OF THE INTERIOR Bureau of Land Management

Northwest Oregon District

Contract No.\_

# 150: ROAD PLAN AND DETAIL SHEET

		TO STATION OR MILE POST       H or go b or go																						
ROAD NUMBER	STATION OR	TO STATION OR MILE POST	LENGTH mi. or sta.	NC <sup>A</sup>	Minimum			Maximum	Maximum	Bey	ond	Exist	ing		BASE COURSE SURFACE COURSE			REMARKS						
	MILE POST	OR MILE POST	ш. Ш.	TYF SECTIO	Radius of Curve	Subgrd	. Ditch	Favorable		Top Cut		roads L	(*6)	Minimum Width	Comp. Depth	Surface Type (*3)	Grading ) Size (*3)	No. of Lifts	Minimum Width	Comp. Depth	Surface Type (*3)	Grading Size (*3)	No. of Lifts	
13-7-31.0	0.00	0.69	0.69	6	-	16	1	-	-	-	-	-	-	15	6	ABC	А	1	-	-	-	-	-	
13-7-31.1	0.00	0.40	0.40	6	-	16	1	-	-	-	-	-	-	15	6	ABC	А	1	-	-	-	-	-	
13-7-31.2	0.00	0.52	0.52	6	-	16	1	-	-	-	-	-	-	15	6	ABC	А	1	-	-	-	-	-	160 cy of 3" for two landings.
13-8-25.1	0.00	0.23	0.23	6	-	16	1	-	-	-	-	-	-	15	6	ABC	А	1	-	-	-	-	-	160 cy of 3" for two landings.
13-8-25.2	0.00	0.44	0.44	6	-	16	1	-	-	-	-	-	-	15	6	ABC	А	1	-	-	-	-	-	10 cy 3/4" bedding and 80 cy 3" for landing.
13-8-25.4	0.00	0.35	0.35	6	-	16	1	-	-	-	-	-	-	15	6	ABC	А	1	-	-	-	-	-	80 cy of 3" for landing.
13-8-36.0	0.00	2.03	2.03	6	-	16	1	-	-	-	-	-	-	15	6	ABC	А	1	-	-	-	-	-	160 cy of 3" for two landings.
13-8-36.0	0.00	0.00	0.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	80 cy of 3" for landing.
14-8-2.0 A-B	0.00	1.53	1.53	6	-	16	1	-	-	-	-	-	-	-	-	-	-	-	15	3	ASC	С	1	20 cy 3/4" bedding and 250 cy 3" for landings.
14-8-2.0 C1-F	1.53	3.28	1.75	6	-	16	1	-	-	-	-	-	-	15	3	ABC	А	1	15	3	ASC	С	1	150 cy of 3" for water diversion.
14-8-2.0 G-H	3.28	4.13	0.85	6	-	16	1	-	-	-	-	-	-	15	6	ABC	Δ	1	-	-	-	-	-	220 cy 3/4" bedding and 195 cy 3" water diversion.
P1	0+00	8+00	800'	3	-	16	-	_	-	-	-	-	-	15	6	ABC	Δ	1	-	-	-	-	-	300 cy Pit Run and 50 cy of Rip Rap for slide repair.
P2	0+00	1+50	150'	3	-	16	-	_	-	-	-	-	-	15	6	ABC	Δ	1	-	-	-	-	-	
P3	0+00	4+00	400'	3	-	16	-	_	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
 P4	0+00	4+40	440'	3	-	16	_	_	-	-	-	-	-	-	-	_	_	_	-	_	-	_	-	10 cy 3/4" bedding
P5	0+00	5+00	500'	3	-	16	<u> </u>	_	-	-	-	-	-	15	6	ABC	А	1	-	_	-	_		20 cy 3" for Apron
	0+00	6+50	650'	3	_	16	-	_	-	-	-	-	-	-	-	-	-	-	-	_	-	_	-	20 cy 3" for Apron
_P6			1000'	3	-	16	_	_	-		-	-	-	15	6	ABC	Δ	1	-	_	_	_		
P7	0+00	10+00	150'	<u> </u>	_		-		-		_	_	-	15	6	ABC	A	1	-	-	-	_	-	100 cy 3" for Truck - Turnaround and Landing
_ <u>P8</u>	0+00	1+50	150		_	16	-		_			-	-	15	Ť	ABC		1	-				-	20 cy 3" for Apron
_P9	0+00	1+50	150	6	_	16	-	_	-	-	-		-	15	6	ADC	A			-	-	_	-	200 cy 3" for Roadside Landing and Landing
																								100 cy 3" for Landing
																								100 cy 3" for Landing
Additional: Main	tenance rock c	of 500 cy, meetin	ng Sectior	1000	specifications,	shall be	placed	on haul rout	e throughou	t the li	fe of t	he tin	nber s	sale. Not r	required f	or road ac	ceptance ι	under Sect	ion 18 of tl	nis contrac	t.			
<u>1</u> .	Cut slope		1/	-Cut slope					slope			1 .1		slope Minimum T	-on						*NOTE	S		
3 %       Fill slope         Subgrade width       1.5         Typical Grading Section       Type 2         Type 2       Type 4									shall be 10 feet in addition to the ade width, with lengths as shown on this or as directed by the Authorized Officer.															
NOTE: TYPE 1 through 4 TYPICAL SECTIONS not to be used where grade exceeds 6% $\frac{25 \text{ ft.}}{25 \text{ ft. min.}}$ NOTE: TYPE 1 through 4 TYPICAL SECTIONS not to be used where grade exceeds 6% $\frac{25 \text{ ft. taper}}{25 \text{ ft. min.}}$ NOTE: TYPE 1 through 4 TYPICAL SECTIONS not to be used where grade exceeds 6% $\frac{25 \text{ ft. taper}}{25 \text{ ft. min.}}$ NOTE: TYPE 1 through 4 TYPICAL SECTIONS not to be used where grade exceeds 6% $\frac{1}{12}$ $\frac{25}{25 \text{ ft. min.}}$ Note: $\frac{1}{12}$ $\frac{1}{12}$ $\frac$									ing width     200     2100       Section															
		Crown shall be 3% Subgrade width Ditch 2 ft. min. width Type 5 bical Grading Section w / Ditch	Fill slope	1	min	Crown shall Surface cou Base cour Subgrade v ch_2_ft. h. width Type 6 I Surfacing	lbe 3%		⊥	67	Road PLA Typical Turnar	<u>AN</u> I Truck	64.	<u>€</u>		length 1	feet 3. ft. taper	Slopes exc PRR - Pit GRR - Gr SRN - Sc JRR - Jav ABC - Ag	run rock id rolled rock reened rock	Gra C - D - E - se A -	n side <u>tding</u> 1 1/2" minus 3/4" minus 3" minus 2" minus 3" minus 3" minus	(surface	Culver Sectio require surfac 10. <u>Comp</u>	Section

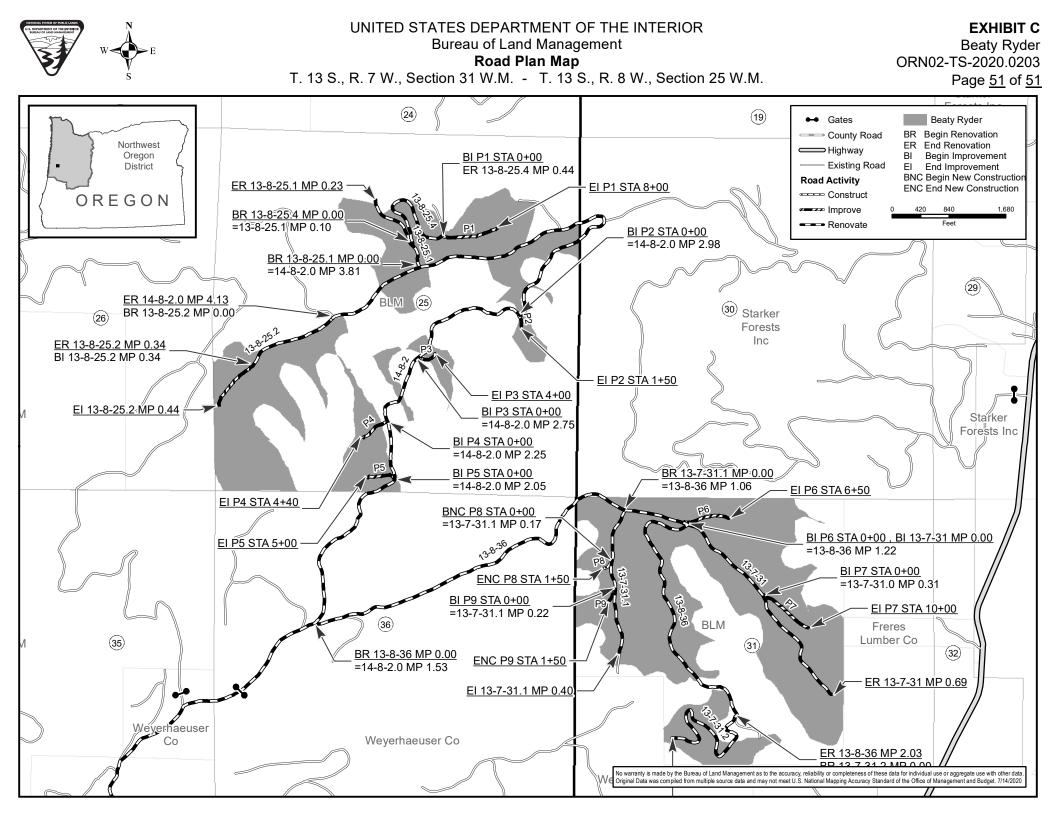
Beaty Ryder

# EXHIBIT C

ORN02-TS-2020.0203

Sheet <u>10</u> of <u>51</u>

		<ol> <li><u>Turnouts</u> Width shall be 10 feet in addition to the subgrade width, with lengths as shown on this plan, or as directed by the Authorized Officer.</li> </ol>
		5. <u>Surfacing</u>
		Turnouts, curve widening, and the first 50 feet of all road aprons shall be surfaced, for all road stations requiring surfacing, as listed above, and as directed by the Authorized Officer.
,		6. <u>Clearing width</u> 200 2100
		7. As posted and painted for Right-of-Way, and as required in Section 2100 of this contract.
		8. Grading (Renovation)
		See Section 500
		9. <u>Drainage</u> 400 See Section
	(surface course)	Culvert site aggregate, as designated in Section 400 of this contract, does not fulfill any requirements as listed above for full lifts of surface or base applications.
	(base course)	10. <u>Compaction</u> See Sections and

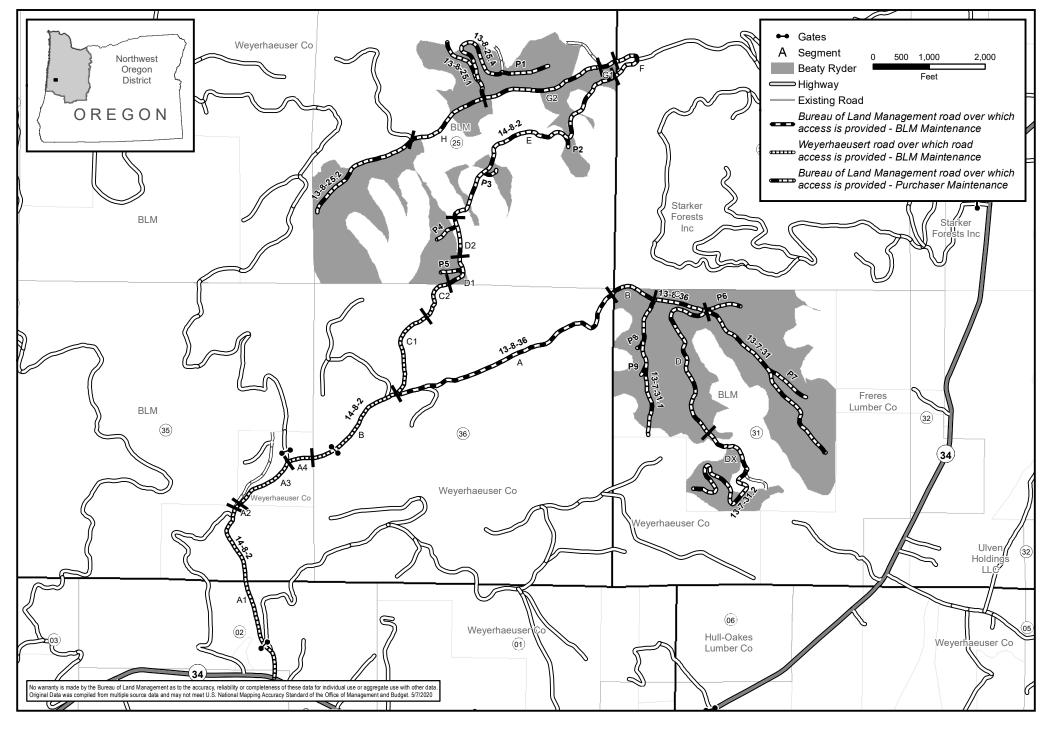




#### UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Land Management Road Use and Maintenance Map

#### Beaty Ryder ORN02-TS-2020.0203 EXHIBIT E

T. 13 S., R. 7 W., Section 31 W.M. - T. 13 S., R. 8 W., Section 25 W.M.



# <u>EXHIBIT F</u> Designation by Description Scale Timber Sale Requirements

# I. Training

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

# II. Cutting Operations

- A. <u>Purchaser Pre-Marking</u>. In the event the Purchaser elects to mark (paint) the cutting areas prior to falling, the Authorized Officer shall approve such marking prior to falling.
- B. <u>Approved Cutting Areas</u>. No yarding of felled timber will be allowed until the cutting operations have been approved in writing by the Authorized Officer.
- C. Cutting operations will proceed no more than twenty (20) acres ahead of the total acreage that has been approved by the Authorized Officer.

III. <u>Selection Criteria</u> – For Trees over Seven (7) inches DBH. The Selection Criteria shown below shall be used by the Purchaser in determining which trees greater than seven (7) inches diameter at breast height (DBH defined as four and one-half feet (4.5 feet), above ground level on the uphill side of the tree) are designated for retention and which are designated for falling:

- A. Maintain stand structural and species diversity:
  - 1. All tree species besides Douglas-fir and all snags and Continuous Vegetation Survey plot reference trees are reserved and will be left. All merchantable trees of all species count toward the basal area targets.

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

Exhibit A Unit	Prescription Unit	Acres	Target Basal Area	Comments
1	1	160	120	Thin DF. Retain all other species
2	2	19	100	Thin DF. Retain all other species
3	3	3	120	Thin Df. Retain all other species
4	4A	32	120	Thin DF. Retain all other species
4	4B	15	100	Thin DF. Retain all other species
5	5	51	140	Thin DF. Retain all other species
6	6	17	120	Thin DF. Retain all other species
7	7	4	120	Thin DF. Retain all other species
8	8	4	120	Thin DF. Retain all other species

3. Select dominant healthy trees with the largest crowns for retention. Leave basal area includes all merchantable trees greater than seven (7) inches DBH only. Hardwood trees of all species count toward BA target.

4. Leave "unique" trees of average or larger size based on DBH that are fullcrowned, "wolf" trees, broken-top, forked, deep crowns, evidence of wildlife use, or visible nests. Retain all snags and protect snags that are greater than twenty (20) inches DBH and greater than forty (40) feet tall by leaving surrounding closest adjacent trees.

5. All trees greater than twenty-six (26) inches DHBOB in the Partial Cut area and Patch Openings are reserved from cutting.

6. Trees to be removed shall be greater than seven (7) inches DBH and will be thinned from below leaving healthy dominant and co-dominant trees with the largest crowns. Trees less than seven (7) inches DBH are reserved from cutting and do not count towards basal area target.

7. Remove all Douglas-fir trees within the dripline of legacy trees (trees from the previous forest stand). Legacy tree release will not count towards basal area targets.

8. In areas where basal area targets cannot be met, remove all Douglas-fir trees and leave all other species.

9. In areas marked with Patch Opening tags, remove only Douglas-fir. A minimum of three (3) trees greater than seven (7) inches DBHOB of any species will remain within Patch Opening immediately following harvest.

B. Provide roadside maintenance and restoration along roads 6-7-28, 7-7-1.1 and 7-7-5 within the Contract Area in the areas marked Special Mark Area shown on Exhibit A by complying with the following criteria:

1. Hardwood trees within fifty (50) horizontal feet of the roads listed above shall be harvested if leaning toward or over the roadbed, and/or trees with canopies overtopping the roadbed, and/or trees with conditions of likely or imminent failure.

2. Remove unstable roadside conifers: Conifers on road cut slopes or on top of cut slope that are unstable shall be cut and removed.

3. Trees painted yellow shall be felled and scattered on site as directed by the Authorized Officer.

4. Approximately fifty (50) trees painted pink, with a pink four (4), shall be felled and bucked to a length of forty (40) feet. Logs will be decked in Fish Log Decking Area, shown on the Exhibit A.

5. Approximately fifty-two (52) trees painted pink, with a pink five (5), shall be felled and bucked to a length of fifty (50) feet. Logs will be decked in Fish Log Decking Area, shown on the Exhibit A.

6. Approximately twenty-six (26) trees painted pink, with a pink six (6), shall be felled and bucked to a length of sixty (60) feet. Logs will be decked in Fish Log Decking Area, shown on the Exhibit A.

IV. <u>Compliance Inspection</u>. Compliance inspection will consist of visual observation of ongoing falling operations and collecting plot data after the trees have been felled as specified below:

A. Visual observation compliance will consist of subjective monitoring by the Authorized Officer for compliance with the Selection Criteria. Compliance will be considered satisfactory if ninety (90) percent of the observed cut or retained trees are determined by the Authorized Officer to meet the Section Criteria.

- B. The Authorized Officer shall inspect felling operations by random plot selections through felled areas. At each plot, the following will be inspected to determine if the approval level is being met:
  - 1. Diameter and species of both cut trees (stumps) and residual trees to determine initial and residual basal area per acre.
  - 2. The selection of residual trees and work quality.

C. The approval level for the residual basal area target for each unit shall be considered met if the average residual basal area of all plots measured during one inspection is within ten (10) percent of the residual basal area target. If this requirement falls below the approval level, a written warning will immediately be issued to the Purchaser.

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

- A. 1st Warning. Approval of original or additional mechanical harvester operators and/or fallers by the Authorized Officer based on operator's satisfactory completion of a five (5) acre test mark area.
- B. 2nd Warning.
  - 1. Approval of original or additional mechanical harvester operators and/or fallers by the Authorized Officer based on operator's satisfactory completion of a twenty-five (25) acre test mark area; or
  - 2. Replacement of mechanical harvester operator and/or fallers by Purchaser.

C. 3rd Warning. The Purchaser will mark all reserve trees in the Partial Cut Areas shown on Exhibit A for approval by the Authorized Officer prior to falling.

VI. Reserved Timber. The provisions of Section 41 of the contract are repeated below for convenience of reference:

# Section 41.

a. All timber on the Reserve Areas shown on Exhibit A and all painted orange or posted trees which are on or mark the boundaries of the Reserve Areas and/or right-of-way areas of Roads to be Constructed and of Roads to be Improved shown on Exhibit A.

b. All trees other than Douglas-fir in the Partial Cut Areas shown on Exhibit A.

c. All preexisting down logs and snags in the Partial Cut Area shown on Exhibit A, which do not present a safety hazard as determined by the Authorized Officer. All snags felled for safety reasons shall be retained on site.

d. All trees less than five (5) inches DBHOB not designated for cutting.

e. Trees required to meet residual tree requirements set forth in Exhibit F, attached hereto and made a part hereof.

f. Trees required to meet snag creation requirements set forth in Exhibit G, attached hereto and made a part hereof.

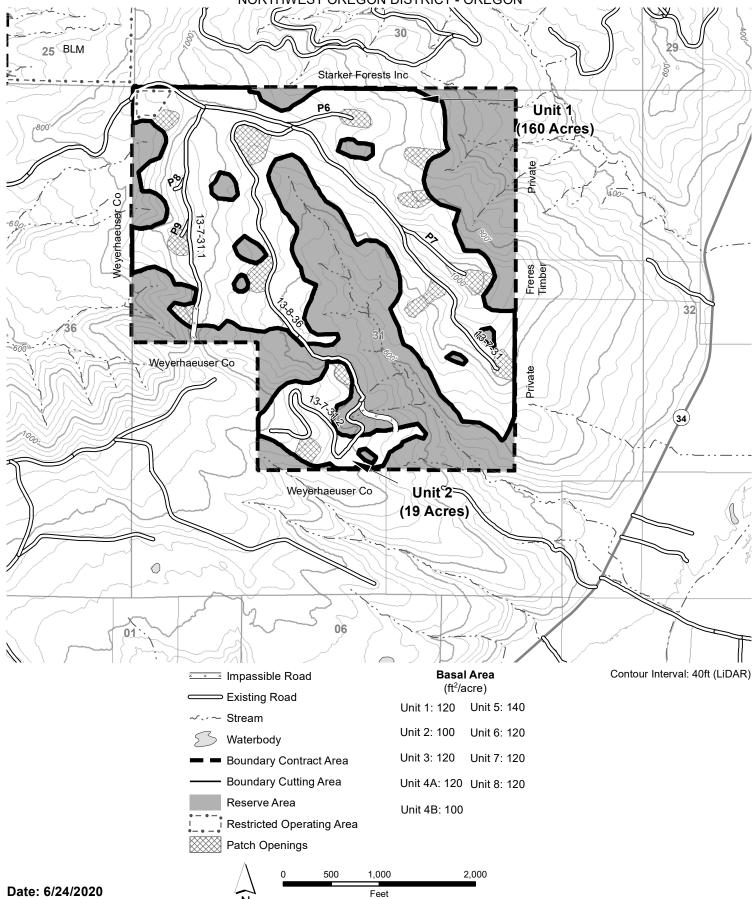
g. All trees greater than twenty-six (26) inches DBHOB.

Beaty Ryder EXHIBIT F Sheet 6 of 7

TIMBER SALE CONTRACT MAP - ORN02-TS-2020.0203

T. 13 S., R. 7 W., Section 31 W.M. - T. 13 S., R. 8 W., Section 25 W.M.



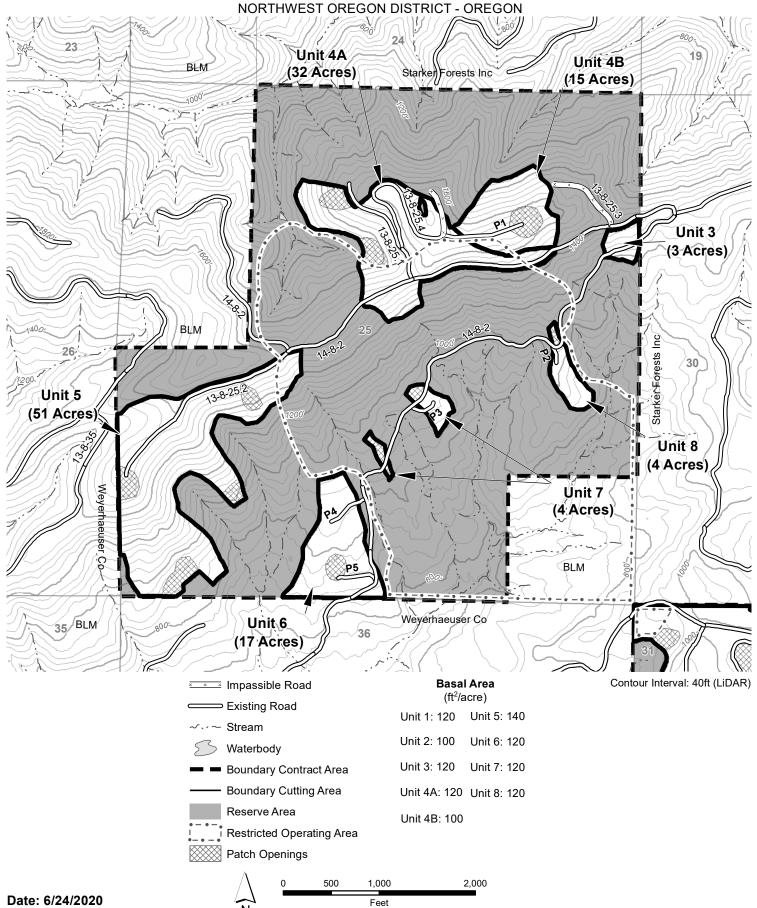


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Beaty Ryder EXHIBIT F Sheet 7 of 7

#### TIMBER SALE CONTRACT MAP - ORN02-TS-2020.0203

T. 13 S., R. 7 W., Section 31 W.M. - T. 13 S., R. 8 W., Section 25 W.M.



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#### **EXHIBIT G** Snag Creation Requirements

#### I. <u>Snag Selection, Location, and Tally</u>

- A. Within Partial Cut Areas and Snag Creation Areas as shown on Exhibit G maps, the Purchaser shall select and create a total of three thousand two hundred twenty (3,220) snags as specified in Tables 1 and 2 below. Snag creation will be accomplished by base girdle, high girdle, and saw-topping selected trees as described below.
- B. Trees selected for snag creation shall have the following characteristics:
  - 1. Green trees (alive)
  - 2. between 10" and 30" DBH,
  - 3. limited to Douglas-fir within the Partial Cut Areas,
  - 4. limited to Douglas-fir and western hemlock within Snag Creation Areas,
- C. The following trees are reserved, and the Purchaser shall not select these trees for snag creation:
  - 1. orange-painted trees,
  - 2. trees marked with yellow metal seed-tree tag,
  - 3. trees with unique structure such as forked boles, broken tops, crooked boles, large scars, cavities, and visible nest structures larger than twice the bole diameter.
- D. At least half all snags (>=50%) that are created for this project shall be over 20 inches DBH. This requirement does not apply to individual treatment units.
- E. Trees selected for base girdling shall be from the smaller diameter classes available within each treatment area, generally less than 20" DBH.
- F. Trees selected for high girdling and saw-topping shall be from the larger diameter classes available within each treatment area, generally larger than 20" DBH
- G. Trees selected for base girdling shall be located at least 150 feet away from roads and landings; while high girdle and saw-topped trees shall be located at least 75 feet away from roads and landings.
- H. If the target number of base girdle trees can not be met from within a partial cut unit, the Authorized Officer may approve substitution with high girdling, saw topping, or felling some trees that are within 150 feet of roads and landings.
- I. The Purchaser shall maintain at least 3 untreated live conifer trees greater than 10" DBH dispersed within each Snag Creation Area. Trees retained to meet this requirement should preferentially select Douglas-fir with the fullest crowns, and western hemlock with the largest diameter.
- J. If the specified number of trees for snag creation are not available within any Snag Creation Area as shown on maps of this Exhibit, the Purchaser shall select additional trees at the discretion of the Authorized Officer.

- K. The Purchaser shall field locate Snag Creation Areas by using a GPS enabled device capable of geo-referencing PDF maps. The boundary of Snag Creation Areas may not be marked on all sides. All Partial Cut Areas have painted and posted boundaries.
- L. The Purchaser shall mark one tree in each Snag Creation Area with the corresponding identifier (Area Letter) as specified on Table 2 and shown on Exhibit G maps. Trees shall be marked with high visibility pink paint on two sides at DBH and be visible from a distance.
- M. The Purchaser shall tally all girdled trees by 2-inch diameter class, tree species, snag type, and unit identifier on a daily basis. The Authorized Officer may request the tally at any time during girdling operations. At the completion of girdling operations, the Purchaser shall submit a completed tally to the Authorized Officer.
- N. Chainsaw use within the **Restricted Operating Area** shown on Exhibit G Maps shall not be permitted from April 1 through August 5 of each year, both days inclusive; and shall not begin until 2 hours after sunrise and shall cease 2 hours prior to sunset from August 6 through September 15 of each year, both days inclusive. These restrictions shall not be waived.

#### II. <u>Base Girdle Instructions</u>

- A. Each base girdled tree shall have the bark and cambium layer removed from a 12-inch wide or greater band completely encircling the bole of the tree at or below breast height.
- B. Mark each base girdled tree with a band of high visibility pink paint near DBH level.

### III. <u>High Girdle Instructions</u>

- A. High girdle trees shall have the bark and cambium layer removed from a 12-inch wide or greater band completely encircling the bole of the tree.
- B. High girdled trees shall retain at least 15 live limbs greater than 5 feet long below the girdle site and have a bole diameter at the girdle site that is between 8 and 12 inches.
- C. High-girdled trees shall be marked with a band of high visibility pink paint near DBH, and two pieces of high visibility pink flagging tied on a branch, or around the bole, directly below the girdle site. Flagging shall extend a minimum of three feet downward and must be visible from the ground.

### IV. <u>Saw-Top Instructions</u>

- A. Saw-topped trees must be severed completely from the bole and fall to the ground. No tops shall be left hung up in other trees or left leaning against the bole of a tree.
- B. At least 50 percent of saw-topped trees created in each Partial Cut Area unit, and 100 percent of saw-topped trees created in each Snag Creation Area shall be severed at a height of 60 feet, or above 25 percent live crown, which ever height is greater.

- C. Up to 50 percent of the saw-topped trees created in each Partial Cut Area unit can be severed at 40 feet, or at a height where the bole diameter is between 8-12 inches, which ever height is greater.
- D. Saw-topped trees shall be directionally felled away existing snags, and away from roads and landings. No part of the severed tops shall rest on non-BLM land.
- E. Saw-topped trees shall be marked with a band of high visibility pink paint near DBH, and two pieces of high visibility pink flagging tied on a branch, or around the bole, directly below the saw top. Flagging shall extend a minimum of three feet downward and must be visible from the ground.

			Total Snags	Base	High	Saw
Unit Location	Exhibit A Unit	(acres)	to Create	Girdle	Girdle	Topped
13S-07W, Section 31	Unit 1	160	350	250	50	50
13S-07W, Section 31	Unit 2	19	30	20	5	5
13S-08W, Section 25	Unit 3	3	5	0	0	5
13S-08W, Section 25	Unit 4	47	100	60	20	20
13S-08W, Section 25	Unit 5	51	100	60	20	20
13S-08W, Section 25	Unit 6	17	20	10	5	5
13S-08W, Section 25	Unit 7	4	5	0	0	5
13S-08W, Section 25	Unit 8	4	10	0	0	10
Total		305	620	400	100	120

Table 1. Snag Treatment within Partial Cut Areas.

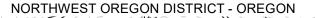
Table 2. Snag Treatment within Snag Creation Areas.

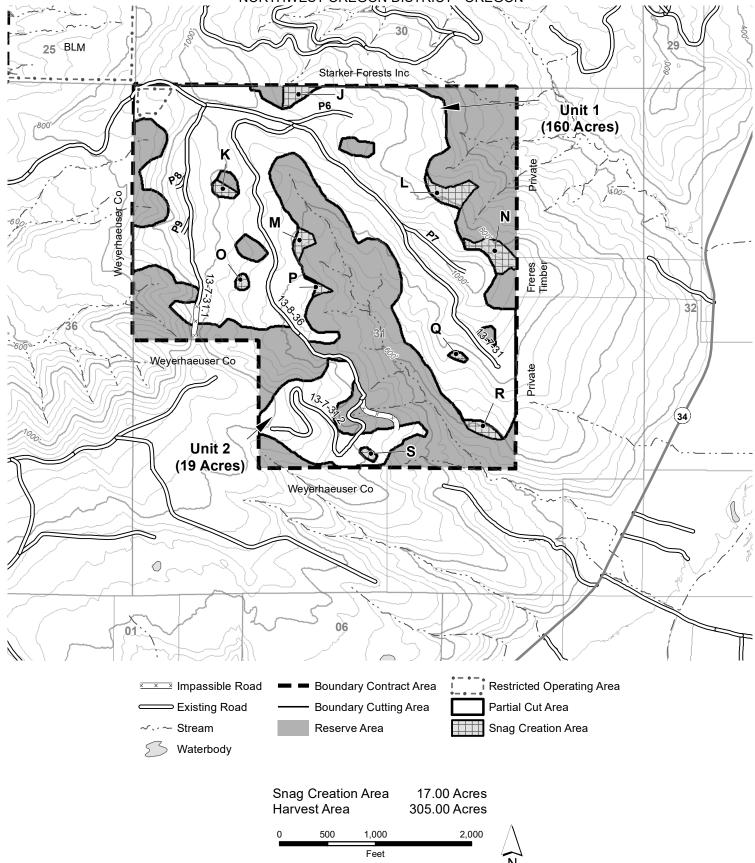
	Snag Creation	Area	Total Snags	Base	High	Saw
Unit Location	Area	(acres)	to Create	Girdle	Girdle	Topped
13S-08W, Section 25	А	0.19	20	10	5	5
13S-08W, Section 25	В	0.34	50	30	10	10
13S-08W, Section 25	С	0.84	120	70	30	20
13S-08W, Section 25	D	2.08	320	180	70	70
13S-08W, Section 25	Е	1.43	220	140	30	50
13S-08W, Section 25	F	0.48	70	40	20	10
13S-08W, Section 25	G	0.28	30	20	0	10
13S-08W, Section 25	Н	0.62	100	50	30	20
13S-08W, Section 25	Ι	1.32	200	140	30	30
13S-07W, Section 31	J	1.19	180	120	30	30
13S-07W, Section 31	K	0.69	110	50	30	30
13S-07W, Section 31	L	2.06	320	180	70	70
13S-07W, Section 31	М	0.96	150	80	30	40
13S-07W, Section 31	Ν	2.23	350	200	80	70
13S-07W, Section 31	0	0.43	60	35	20	5
13S-07W, Section 31	Р	0.40	60	30	20	10
13S-07W, Section 31	Q	0.31	40	25	10	5
13S-07W, Section 31	R	0.99	150	90	30	30
13S-07W, Section 31	S	0.37	50	30	10	10
Total		17.21	2600	1520	555	525

Beaty Ryder EXHIBIT G Sheet 4 of 5

TIMBER SALE CONTRACT MAP - ORN02-TS-2020.0203

T. 13 S., R. 7 W., Section 31 W.M. - T. 13 S., R. 8 W., Section 25 W.M.



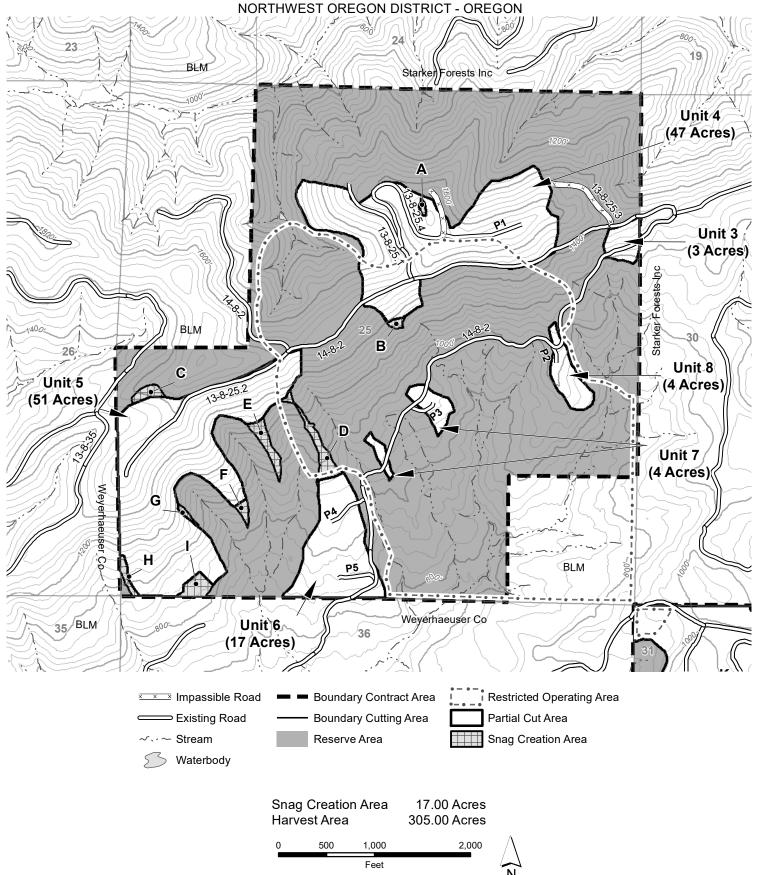


Contour Interval: 40ft (LiDAR)

Beaty Ryder EXHIBIT G Sheet 5 of 5

#### TIMBER SALE CONTRACT MAP - ORN02-TS-2020.0203

T. 13 S., R. 7 W., Section 31 W.M. - T. 13 S., R. 8 W., Section 25 W.M.

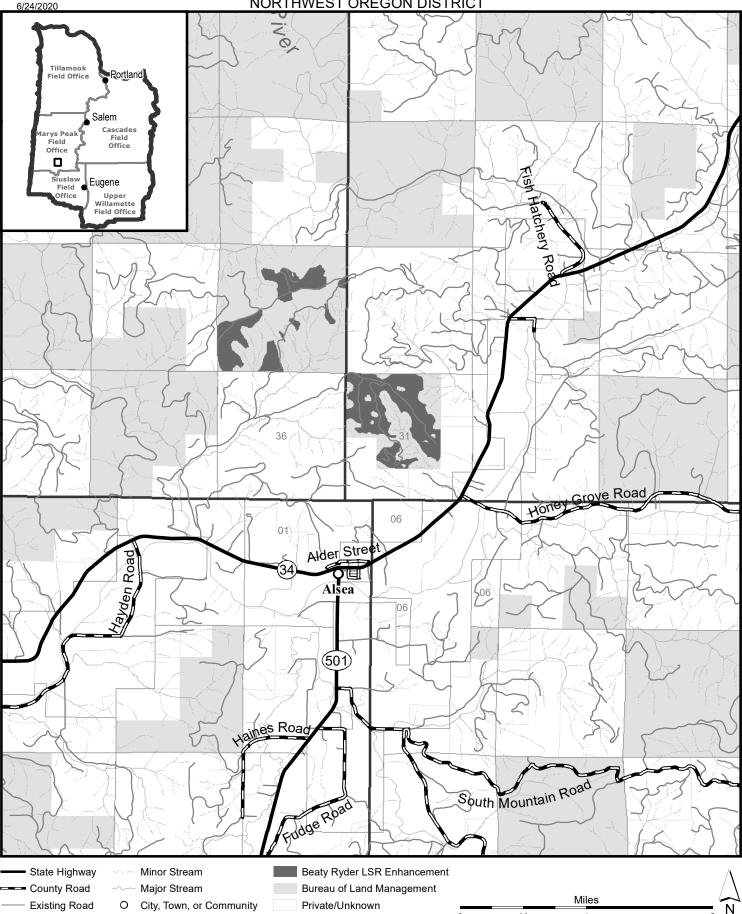


Contour Interval: 40ft (LiDAR)

Date: 6/24/2020



United States Department of the Interior - BUREAU OF LAND MANAGEMENT Beaty Ryder Vicinity Map T. 13 S. - R. 7 W., Sections 31 W.M. - T. 13 S. - R 8 W., Section 25 W.M. NORTHWEST OREGON DISTRICT



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

## Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
0&C	Benton	135	7W	31	W½NE¼, NW¼, NE¼SW ¼, NW¼SE¼	Willamette
0&C	Benton	135	8W	25	NE¼, E½NW¼, SW¼, N½SE¼, SW¼SE ¼	Willamette

### **Species Totals**

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	7,843.0	8,263.0	8,263.0	188,387	0	40,939
Western Hemlock	4.0	4.0	4.0	101	0	32
Red Alder	3.0	3.0	3.0	104	0	51
Bigleaf Maple	1.0	1.0	1.0	33	0	17
Totals	7,851.0	8,271.0	8,271.0	188,625	0	41,039

#### **Cutting Area Acres**

<b>Regeneration Harvest Acres</b>	Partial Cut Acres	<b>Right of Way Acres</b>	Total Acres	Net Volume per Acre
0.0	305.0	5.0	310.0	25.3

### Logging Costs

Stump to Truck	\$783,216.78
Transportation	\$471,504.00
Road Construction	\$541,502.54
Maintenance/Rockwear	\$37,838.29
Road Use	\$15,702.00
Other Allowances	\$258,518.08
Total:	\$2,108,281.69
Total Logging Cost per MBF:	\$268.54

#### **Utilization Centers**

Location	Distance	% of Net Volume
Eugene, OR	52.0 miles	99 %
Eugene, OR	52.0 miles	1 %

#### Profit & Risk

Profit	10 %
Risk	3 %
Total Profit & Risk	<u> </u>

#### **Tract Features**

Quadratic Mean DBH	13.5 in
Average GM Log	44 bf
Average Volume per Acre	25.3 mbf
Recovery	95 %
<u>Net MBF volume:</u>	
Green	7,851.0 mbf
Salvage	0 mbf
Export	0 mbf
Ground Base Logging:	
Percent of Sale Volume	52 %
Average Yarding Slope	0 %
Average Yarding Distance	211 ft
Cable Logging:	
Percent of Sale Volume	48 %
Average Yarding Slope	0 %
Average Yarding Distance	264 ft
Aerial Logging:	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

#### Cruise

Cruise Completed	March 2020
Cruised By	Kevin Foster
Cruise Method	
Variable Plot Cruise and 100% Cruise	

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF		Appraised Value
Douglas Fir	40,939	7,843.0	\$518.36	\$67.39	\$268.54	\$0.00	\$182.40		\$1,430,563.20
Western Hemlock	32	4.0	\$313.76	\$40.79	\$268.54	\$0.00	\$31.40	*	\$125.60
Red Alder	51	3.0	\$300.02	\$39.00	\$268.54	\$0.00	\$30.00	*	\$90.00
Bigleaf Maple	17	1.0	\$260.00	\$33.80	\$268.54	\$0.00	\$26.00	*	\$26.00
Totals	41,039	7,851.0							\$1,430,804.80

### Stumpage Computation

\* Minimum Stumpage values were used to compute the Appraised Price/MBF (10% of Pond Value)

#### Percent of Volume By Log Grade

Species	No. 1 & 2 Peeler	No. 3 Peeler	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Douglas Fir				44.0 %	47.0 %	9.0 %	

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western Hemlock				45.0 %	35.0 %	20.0 %	

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill	Camp Run
Red Alder						100.0 %

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill	Camp Run
Bigleaf Maple						100.0 %

# Beaty Ryder

## Unit Summary

# Unit: 1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	4,052.0	4,268.0	4,268.0	21,129
Totals:	4,052.0	4,268.0	4,268.0	21,129

## Unit: 2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	481.0	507.0	507.0	2,509
Totals:	481.0	507.0	507.0	2,509

### Unit: 3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	76.0	80.0	80.0	396
Totals:	76.0	80.0	80.0	396

## Unit: 4

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	1,190.0	1,254.0	1,254.0	6,206
Totals:	1,190.0	1,254.0	1,254.0	6,206

## Unit: 5

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	1,292.0	1,360.0	1,360.0	6,734
Tota	s: 1,292.0	1,360.0	1,360.0	6,734

## ORN02-TS-2020.0203

## Net Volume/Acre: 25.3 MBF

Regeneration Harvest	0.0
Partial Cut	160.0
Right of Way	0.0
Total Acres:	160.0

## Net Volume/Acre: 25.3 MBF

Regeneration Harvest	0.0
Partial Cut	19.0
Right of Way	0.0
Total Acres:	19.0

## Net Volume/Acre: 25.3 MBF

Regeneration Harvest	0.0
Partial Cut	3.0
Right of Way	0.0
Total Acres:	3.0

## Net Volume/Acre: 25.3 MBF

Regeneration Harvest	0.0
Partial Cut	47.0
Right of Way	0.0
Total Acres:	47.0

## Net Volume/Acre: 25.3 MBF

<b>Regeneration Harvest</b>	0.0
Partial Cut	51.0
Right of Way	0.0
Total Acres:	51.0

Unit: 6

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	430.0	453.0	453.0	2,245
Totals:	430.0	453.0	453.0	2,245

#### Unit: 7

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	101.0	107.0	107.0	528
Totals:	101.0	107.0	107.0	528

#### Unit: 8

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	101.0	107.0	107.0	528
Totals:	101.0	107.0	107.0	528

### Unit: RW1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	51.0	53.0	53.0	264
Totals	51.0	53.0	53.0	264

## Unit: RW2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	25.0	27.0	27.0	132
Totals:	25.0	27.0	27.0	132

#### Unit: RW3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	25.0	27.0	27.0	132
Totals:	25.0	27.0	27.0	132

## Net Volume/Acre: 25.3 MBF

Regeneration Harvest	0.0
Partial Cut	17.0
Right of Way	0.0
Total Acres:	17.0

## Net Volume/Acre: 25.3 MBF

Regeneration Harvest	0.0
Partial Cut	4.0
Right of Way	0.0
Total Acres:	4.0

## Net Volume/Acre: 25.3 MBF

<b>Regeneration Harvest</b>	0.0
Partial Cut	4.0
Right of Way	0.0
Total Acres:	4.0

## Net Volume/Acre: 25.5 MBF

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

## Net Volume/Acre: 25.0 MBF

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

## Net Volume/Acre: 25.0 MBF

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

### Unit: SM

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	19.0	20.0	20.0	136
Western Hemlock	4.0	4.0	4.0	32
Red Alder	3.0	3.0	3.0	51
Bigleaf Maple	1.0	1.0	1.0	17
Totals:	27.0	28.0	28.0	236

# Net Volume/Acre: 27.0 MBF

<b>Regeneration Harvest</b>	0.0
Partial Cut	0.0
Right of Way	1.0
Total Acres:	1.0

## Stump to Truck Costs

Total Stump To Truck	Net Volume	\$/MBF
\$783,216.78	7,851.0	\$99.76

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

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Cable: Medium Yarder	GM MBF	4,286.0	\$112.71	\$483,075.06	6 loads/day, 5000mbf/load
Track Skidder	GM MBF	3,956.0	\$75.87	\$300,141.72	8 loads/day, 5000mbf/load
Subtotal				\$783,216.78	

#### **Additional Costs**

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

#### Additional Moves

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

**Comments:** Fuel cost = \$3.00/gal Yarding distance is short **Beaty Ryder** 

### **Transportation**

Total	Net Volume	\$/MBF
\$471,504.00	7,851.0	\$60.06

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Eugene, OR	52.0	RA & BLM Saw Logs	GM MBF	4.0	\$71.25	\$285.00	1 %
Eugene, OR	52.0	DF & WH Saw Logs	GM MBF	8,267.0	\$57.00	\$471,219.00	99 %

#### Comments:

Transportation cost calculated at ((\$95 per hour round trip rate) +( 1 hour loading&unlading)) divided by the Gross MBF/load (4mbf for hardwoods) and 5mbf for conifer = cost/mbf gross merch.

## **Engineering Allowances**

Net Volume	\$/MBF
7,851.0	\$75.79

Cost Item	Total Cost
Road Construction:	\$541,502.54
Road Maintenance/Rockwear:	\$37,838.29
Road Use Fees:	\$15,702.00

Beaty	Ryder	

## **Other Allowances**

## ORN02-TS-2020.0203

Total	Net Volume	\$/MBF
\$258,518.08	7,851.0	\$32.93

## **Environmental Protection**

Cost item	Total Cost
Grass Seed	\$450.00
Grass Seed Spreading	\$448.00
Water Bars and Berms	\$1,040.00
Equimpent Washing	\$400.00
Subtotal	\$2,338.00

#### Logging

Cost item	Total Cost
Basal Girdle	\$53,760.00
High Girdle	\$47,160.00
Saw Topping	\$48,375.00
Snag creation administration cost 10%	\$14,929.50
Subtotal	\$164,224.50

#### Miscellaneous

Cost item	Total Cost
Fish Log Haul	\$760.00
Subtotal	\$760.00

## Road Construction, Maintenance, Use, & Decommissioning

Cost item	Total Cost
Decomishing	\$3,072.35
Purchaser Maint.Total	\$55,283.23
Subtotal	\$58,355.58

## Slash Disposal & Site Prep

Cost item	Total Cost
Landing Pile Cover and Burn	\$600.00
Hand Pile Cover, Burn	\$7,040.00
Machine Pile Construction, Cover, Burn	\$25,200.00
Subtotal	\$32,840.00

#### Comments:

Basal Girdle 1920 trees @\$28/tree, High Girdle 655 trees @\$72/tree, Saw Top 645 trees @\$75/tree