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

Chuck Wagon Timber Sale ORN01-TS-2017.0102 Date: January 18, 2017

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 oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9, attached. Written and oral bids will be received by the District Manager, or her representative, in the timber sale room at the District Office, 1717 Fabry Road, S.E., Salem, Oregon. Written bids and deposits will be accepted beginning at 8:30 a.m. and the timber sale oral auction will commence at 9:00 a.m., on Wednesday, February 15, 2017.

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 Sandy Post on or about January 18, 2017. 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.

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

THE SUCCESSFUL BIDDER, as a condition of award, will be required to sign Form 5430-11, a certification that the bid was arrived at by the bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. Also, Form 5450-17, Export Determination must be completed by the successful bidder. To expedite procedure, this form should be completed and submitted with the written bid.

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

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

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

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

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

LOG EXPORT AND SUBSTITUTION: All timber sales, including timber from Federal rights-of-ways, shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5420, as amended.

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

CONTRACT MODIFICATION, SUSPENSION OR 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: http://www.blm.gov/or/districts/salem/timbersales/index.php.</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

NORTHWEST OREGON DISTRICT CASCADES FIELD OFFICE SALEM DISTRICT MASTER UNIT

SALE DATE: February 15, 2017

CONTRACT NO. ORN01-TS-2017.0102, CHUCK WAGON TIMBER SALE: CLACKAMAS COUNTY, OREGON: O&C: ORAL AUCTION: BID DEPOSIT REQUIRED: \$44,800.00.

All timber designated for cutting on: NE1/4, N1/2NW1/4, Sec. 35, T. 3 S., R. 5 E., 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.

					Estimated
Approx. No.	Est. Vol.		Est.	Appraised	Volume Times
Merchantable	MBF		Vol.	Price	Appraised
Trees	32' Log	Species	MBF	Per MBF	Price
			16' Log		
2,916	842	western hemlock	1,017	\$230.80	\$234,723.60
999	403	Douglas-fir	496	\$347.30	\$172,260.80
543	53	western red cedar	68	\$596.60	\$40,568.80
4,458	1,298	Totals	1,581		\$447,553.20

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

<u>CRUISE INFORMATION</u>: The 4,458 trees have been cruised using the 3P system to select sample trees. The sample trees were cruised and the volume expanded to a total sale volume. The right-of-way volumes were based on a 100% cruise. Approximately 0% of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is 17.8 inches DBHOB; the average log contains 78 bd. ft.; the total gross volume is approximately 1,688 MBF; and 94% recovery is expected.

<u>CUTTING AREA</u>: Two units totaling approximately 54 acres shall be partial cut and approximately 3 acres of right-of-way will be cut. Acres shown on Exhibit A have been computed using a Trimble Geo XT 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.

LOCATION: All directions originating from the town of Estacada, Oregon.

Access the units as follows:

- Travel southeast on Hwy 224 for approximately 2.9 miles.
- Turn Left on Fall Creek road for approximately 0.4 miles.
- Turn Left on Divers road for approximately 0.3 miles.

- Turn Right on Tumala Mountain road for approximately 5.6 miles.
- Turn Left on 4-5E-3 road for approximately 1.8 miles (requires 4C17 gate key).
- Turn Right on 3-5E-35 road for approximately 0.6 miles to P1 spur to access Unit 1.
- Continue north on 4-5E-3 road from the 3-5E-35 road jct. for 0.2 miles to access Unit 2.

For overview of the sale area please refer to the Contract Location Map.

ACCESS AND ROAD MAINTENANCE:

A gate key is required for access. Prospective bidders may obtain a 4C17 key from the Salem District Office, Monday through Friday from 7:45 a.m. to 4:30 p.m. A credit card is required at the time of checking out a key. A \$50.00 charge will apply if key is not returned.

In the use of Bureau of Land Management controlled roads which the Purchaser is authorized to use, the Purchaser shall pay a road maintenance obligation for rock wear in the amount of one-thousand, seven-hundred, seventy-two and 25/100ths dollars, (\$1,772.25) to the Bureau of Land Management. The Purchaser will be required to maintain certain Bureau of Land Management controlled roads as shown on Exhibit E map.

Purchaser maintenance shall include frequent blading and shaping of road surface, spot rocking, 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 each seasonal operation. Purchaser shall also be responsible for performing post storm inspections and maintenance during winter season for all Purchaser maintenance designated roads.

ROAD CONSTRUCTION AND RENOVATION:

The Purchaser will be required to do all work set forth below. The Purchaser shall supply all materials unless otherwise indicated.

1. <u>Road Construction</u>:

P1, Road 3-5E-35.09, 1185 feet, 14-foot subgrade, outsloped, no ditch, surfacing - natural, usable width 12 feet.

P2, Road 3-5E-35.10, 520 feet, 14-foot subgrade, outsloped, no ditch, surfacing - natural, usable width 12 feet.

P3, Road 3-5E-35.11, 315 feet, 14-foot subgrade, outsloped, no ditch, surfacing - natural, usable width 12 feet.

P4, Road 3-5E-35.12, 340 feet, 14-foot subgrade, outsloped, no ditch, surfacing - natural, usable width 12 feet.

2. <u>Renovation</u>:

3.14 miles of blading & shaping road surfaces, roadside brushing, spot rocking, cleaning culvert inlets, outlets & catch basins, and clean ditches as needed.

3. Estimated Quantities:

Clearing: 3 acres of new construction

Excavation: 392 cubic yards of common

4. <u>Aggregate Material</u>:

<u>Quantity</u>	Description
250 loose cubic yards	2 inch minus, crushed rock
20 loose cubic yards	Rip Rap rock for culvert inlet and outlet armoring

Rock Sources: 2 inch minus crushed rock and Rip Rap to be furnished by Purchaser from commercial source.

Watering: as needed

5. <u>Miscellaneous Items</u>:

Right-of-way Debris Disposal: Debris shall be disposed of by scattering outside of the marked road right-of-way. Stumps, logs and logging debris are to be stockpiled near the beginning of road segments constructed. This debris is to be used to block natural surfaced roads over winter periods and create vehicle barricades at the completion of the sale. If no debris are available a trench and berm shall be constructed to create a vehicle barricade.

6. <u>OTHER</u>:

Seed and fertilize 1.2 acres. Seed, fertilize and mulch 0.1 acres

SPECIAL ATTENTION ITEMS:

Sec. 41.-Reserved timber Sec. 42.f -Seasonal restrictions Sec. 42.g -Safety

DESIGNATION AND SALE OF ADDITIONAL TIMBER (Sec. 42.c.)

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

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

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

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

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

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

-It is estimated that approximately 158 MBF of such additional timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal

Seasonal Restriction Matrix

Seasonal Restriction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
No yarding, road construction, road stabilizing or hauling (42.f)**												

Operations Restricted
No Restrictions

**Seasonal restrictions may be shortened or extended as determined by Authorized Officer.

TIMBER SALE CONTRACT SPECIAL PROVISIONS

Sec. 41.

<u>RESERVED</u>

a. All timber on the Reserve Area shown on Exhibit A and all orange painted trees which are on or mark the boundaries of the Reserve Area.

b. All trees marked with orange paint in the Partial Cut Area shown on Exhibit A.

c. All snags or hardwoods greater than fourteen (14) inches diameter at breast height outside bark in Partial Cut Area shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer. Such snags or hardwoods felled for safety reasons shall be retained on site.

e. All existing down logs greater than twenty (20) inches diameter on the large end and greater than twenty (20) feet long in Partial Cut Area which do not present a safety hazard as determined by the Authorized Officer.

Sec. 42. Special Provisions -

LOGGING

a. Before beginning operations on the contract area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of seven (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 Purchasers authorized representative and the Authorized Officer must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan developed by this provision.

c. Before cutting and removing any trees necessary to facilitate logging in the Partial Cut Area as shown on Exhibit A, the Purchaser shall identify the location of skid roads, cable yarding roads; tailhold, tieback, guyline, lift, intermediate support and danger trees; and the clearing limits of landings on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the logging plan required in Sec. 42.b. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding the following conditions must be met:

1. All skid roads and/or cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees. However, unless otherwise approved in writing by the Authorized Officer, the width of each skid road and/or cable yarding road shall be limited to twelve (12) feet. 2. The Purchaser may immediately cut and remove additional timber to clear skid roads, cable yarding roads and landings; and provide tailhold, tieback, guyline, lift and intermediate support trees: and clear danger trees when the trees have been marked with a paint color to be designated by the Authorized Officer above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Sec. 3.(b) of the contract or sufficient bonding has been provided in accordance with Sec. 3.(d) of the contract.

3. The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract; or, the Authorized Officer determines that the species of trees are not listed in Exhibit B of this contract or any tree that exceeds thirty-six (36) inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Sec. 8 of the contract.

4. This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Sec. 10 of the contract constitutes a violation of the contract and under Sec. 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.

5. If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Sec. 8 or Sec. 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.

6. The Government may reserve trees previously designated for cutting and removal by applying orange paint as replacements for additional trees cut and removed for skid roads and/or cable yarding roads when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescriptions. This may include the replacement of trees damaged by storm events, or insects or disease. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through unilateral modification of the contract executed by the Contracting Officer.

d. In the Partial Cut Area – Ground-Based Yarding Area shown on Exhibit A, all yarding shall be done by equipment capable of transporting the leading end of logs clear of the ground and 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 Area the Purchaser shall locate and construct designated skid trails as follows:

1. Mark the location of designated skid roads on the ground in a method approved by the Authorized Officer.

2. Space designated skid roads at a minimum of one hundred and fifty (150) feet apart unless otherwise agreed to in writing by the Authorized Officer.

3. Ground-based operations shall be limited to slopes of thirty five (35) percent or less, and existing skid roads should be used to the greatest extent possible and be located perpendicular to the slope to minimize road cutting.

4. Obtain approval from the Authorized Officer of the location of all designated skid roads.

5. Limit width of each skid road to a maximum of twelve (12) feet.

e. Excessive damage to the Reserve timber, as determined by the Authorized Officer, will result in suspension of operation until mitigation measures are in place to prevent further damage as directed by the Authorized Officer.

f. No road construction, road stabilizing, yarding or hauling shall be conducted on the Contract Area between November 1st of one calendar year and May 31st of the following calendar year both days inclusive. If conditions are sufficiently dry as determined by the Contracting Officer, skidding, road construction, road stabilizing, or hauling will be allowed.

SAFETY

g. 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. Flaggers and devices shall be as specified in state OSHA and Transportation standards for logging roads or the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) published by the U.S. Department of Transportation - Federal Highway Administration. Included in the Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit "A" Map.

ROAD CONSTRUCTION, IMPROVEMENT, RENOVATION, MAINTENANCE AND USE

h. The Purchaser shall construct and renovate roads in strict accordance with the plans and specifications shown on Exhibit C which is attached hereto and made a part hereof.

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

j. The Purchaser shall not commence work until receipt of written notice to do so from the Authorized Officer.

k. Upon completion of hauling the Purchaser shall water bar, construct barricades, seed, fertilize and mulch in accordance with the plans and specifications shown on Exhibit D and E, which are attached hereto and made a part hereof.

1. The Purchaser is authorized to use the roads listed below and shown on Exhibit E which are under the jurisdiction of the Bureau of Land Management for the removal of Government timber sold under the terms of this contract and the hauling of rock as required in Exhibit C, provided that the Purchaser comply with the conditions set forth in Section 42.n. and pay the required rockwear obligation described in Section 42.m. The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification of the contract.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
3-5E-35.00	0.54	BLM	ASC
3-5E-35.01	0.26	BLM	ASC
3-5E-35.09	0.22	BLM	NATURAL
3-5E-35.10	0.10	BLM	NATURAL
3-5E-35.11	0.06	BLM	NATURAL
3-5E-35.12	0.06	BLM	NATURAL
4-5E-03.00	2.34	BLM	ASC

m. The Purchaser shall pay to the Government a road maintenance obligation for rockwear in the amount of one thousand, seven hundred, seventy-two and 25/100ths dollars (\$1,772.25), for the transportation of timber included in the contract price and for transportation of any mineral material required under terms of the contract over road or roads listed in Section 42.1. The amount of the rockwear shown above shall be paid prior to removal of timber from the contract area; provided, however, that if the total of such amount exceeds five-hundred dollars (\$500.00), the Purchaser may elect to make the payment in installments in the same manner as and together with payments required in Sec. 3 of this contract.

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

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

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

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

Details shall include:

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

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

ENVIRONMENTAL PROTECTION

p. In order to prevent the spread of noxious weeds, the Purchaser shall pressure wash all earth disturbing equipment and logging equipment prior to entry onto BLM lands as directed by the Authorized Officer. Cleaning shall be defined as removal of all dirt, grease, plant parts and material that may carry noxious weed seeds. 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.

q. In additions to the requirements set forth in Sec. 26 of this contract, he Purchaser shall cover skid trails with logging slash and debris, install water bars or comparable erosion control measures, and block entrances or other created access points on the contract areas shown on Exhibit A as directed by the Authorized Officer. This work shall be completed within fifteen (15) days after completion of log hauling from each landing.

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

- (1) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
- (2) when, in order to comply with the Endangered Species Act, or to 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 or management direction of the ROD and 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.b. of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, et seq.). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3.b. of the contract within 15 days after the bill for collection is issued, subject to Section 3.j. of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

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

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

The Contracting Officer may determine that it is necessary to modify the contract or terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, prevent incidental take of northern spotted owls in accordance with the ROD and RMP, protect species that 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, or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, if able to proceed without causing incidental take of northern spotted owls in accordance with the ROD and RMP, consistent with survey and manage and/or protection buffer standards and guidelines or management direction established in the ROD and RMP, or consistent with survey and manage and/or protection buffer standards and guidelines or management direction established in the ROD and RMP, consistent with survey and manage and/or protection buffer standards and guidelines or management direction established in the ROD and RMP, or court order requirements necessitating the modification or termination.

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

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

FIRE PREVENTION

s. Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer. 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 (Closed 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

t. 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. 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 .004 inch 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 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. 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.

u. Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop-up assistance as required herein and measures required in Section 42(v). 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.

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

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.

v. Perform logging residue reduction and site preparation work on approximately two (2) acres adjacent to haul roads and landings located in the harvest units.

The required work shall consist of any treatment or combination of treatments, as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer.

LOG EXPORT RESTRICTIONS

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

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

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

- 1. Date of last export sale.
- 2. Volume of timber contained in last export sale.
- 3. Volume of timber exported in the past twelve (12) months from the date of last export sale.
- 4. Volume of Federal timber purchased in the past twelve (12) months from 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 "Certificate as to Nonsubstitution and the Domestic Processing of Timber". The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

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

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

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

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

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

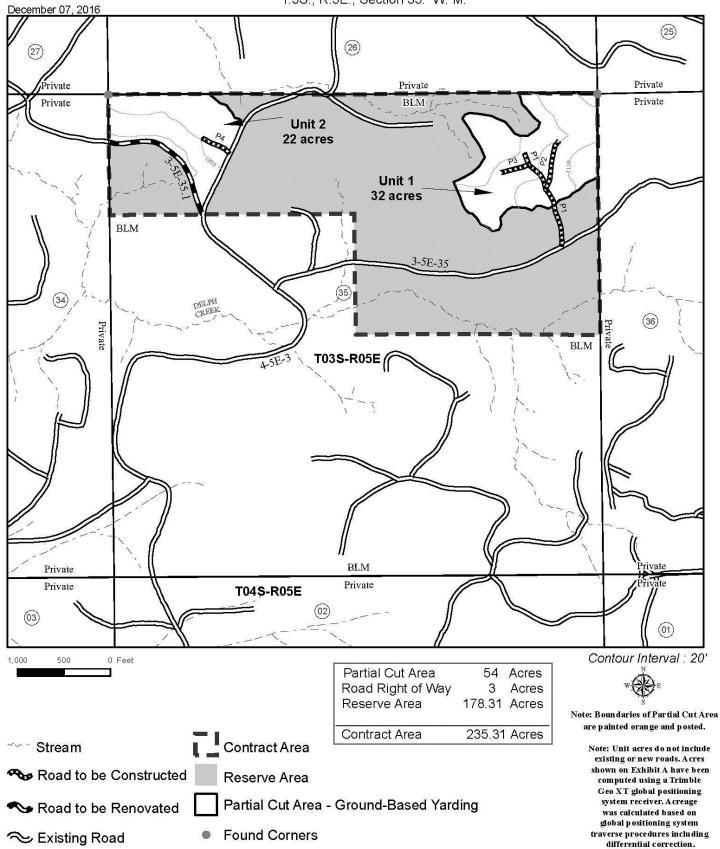
In the event of the Purchaser's noncompliance with this subsection of the contract, the Authorized Officer may take appropriate action as set forth in Section 10 of this contract. In addition, the Purchaser may be declared ineligible to receive future awards of Government timber for a period of one year.

United States Department of the Interior BUREAU OF LAND MANAGEMENT Northwest Oregon District - Oregon

Exhibit A Chuck Wagon Sheet 1 of 1

TIMBER SALE CONTRACT MAP - Contract No. ORN01-TS-2017.0102





Form 5450-3a (February 1986)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Contract No.

ORN01-TS-2017.0102

Chuck Wagon

EXHIBIT B / PRE-SALE

5450-3

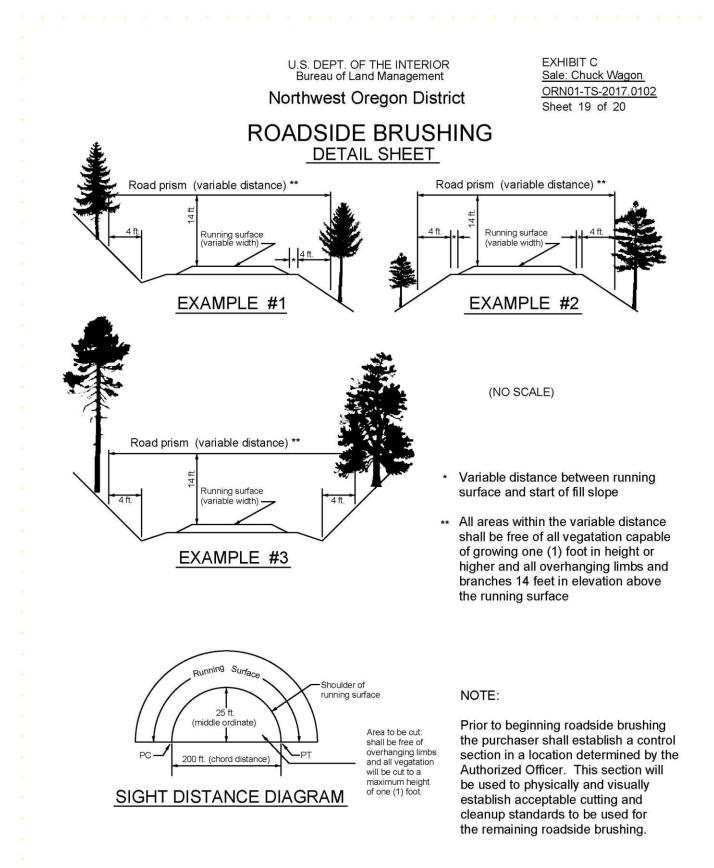
The following estimates and calculations of value of timber sold are made solely as an administrative aid for determining: (1) adjustments made or credits given in accordance with Secs. 6, 9, or 11; (2) when payments are due; and (3) value of timber subject to any special bonding provisions. The value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

	(Onus spec	cified)	JANTITY	PRICE PER UNIT	ESTIMATED VOLUME OR QUANTITY X UNIT PRICE		
Western Hemlock		1,0	017.0	MBF	\$230.80	\$234,723.60	
Douglas Fir		4	496.0	MBF	\$347.30	\$172,260.80	
Western Redcedar			68.0	MBF	\$596.60	\$40,568.80	
TOTALS			1,581.0	MBF		\$447,553.20	
The apportionment of the total purchas	se price is as follows:						
<u>Unit 1</u>							
Western Hemlock	825.0 MBF	Х	\$230.80) =	\$190,410.00		
Douglas Fir	223.0 MBF	Х	\$347.30) =	\$77,447.90		
Western Redcedar	44.0 MBF	Х	\$596.60) =	\$26,250.40		
Total	1092.0 Mbf				\$294,108.30	÷ 32.0 acres = \$9,190.88/Acre	
Unit 2							
Western Hemlock	149.0 MBF	Х	\$230.80) =	\$34,389.20		
Douglas Fir	215.0 MBF	Х	\$347.30) =	\$74,669.50		
Western Redcedar	19.0 MBF	Х	\$596.60) =	\$11,335.40		
Total	383.0 Mbf				\$120,394.10	÷ 22.0 acres = \$5,472.46/Acre	
<u>Unit RW1</u>							
Western Hemlock	37.0 MBF	Х	\$230.80) =	\$8,539.60		
Douglas Fir	54.0 MBF	Х	\$347.30) =	\$18,754.20		
Western Redcedar	4.0 MBF	Х	\$596.60) =	\$2,386.40		
Total	95.0 Mbf				\$29,680.20	÷ 2.0 acres = \$14,840.10/Acre	
Unit RW2							
Western Hemlock	6.0 MBF	Х	\$230.80) =	\$1,384.80		
Douglas Fir	4.0 MBF	Х	\$347.30) =	\$1,389.20		
Western Redcedar	1.0 MBF	Х	\$596.60) =	\$596.60		
Total	11.0 Mbf				\$3,370.60	÷ 1.0 acres = \$3,370.60/Acre	

U.S. DEPT. OF THE INTERIOR Bureau of Land Management Northwest Oregon District 150: ROAD PLAN AND DETAIL SHEET

EXHIBIT C Chuck Wagon ORN01-TS-2017.0102 Sheet 6 of 20

																							Sneet 6 of 20
				ΥPE	ALIGNMENT		WIDTH & 4)	GRAI	DIENT			RING H (*7)					SURFA	CING (*5)					
ROAD NUMBER	STATION OR	TO STATION	GTH or sta	ICAL	Minimum							Existing		BA	SE COUR	SE			SURFA	ACE COUP	RSE		REMARKS
NOVE NOWDER	MILE POST	OR MILE POST	LENGTH mi. or sta.	TYPICAL SECTION TY	Radius of Curve	Subgrd	Ditch	Maximum Favorable	Maximum Adverse		Toe	roads (*6) L R	Minimum Width	Comp. Depth	Surface Type (*3)	Grading Size (*3)	No. of Lifts	Minimum Width	Comp. Depth		Grading Size (*3)		
3-5E-35.00	0.00	0.54	0.54	6		1																	Renovation, Spot Rock Renovation, Spot Rock
3-5E-35.01	0.00	0.26	0.26	6																			Renovation, Spot Rock
4-5E-03.00	0.00	2.34	2.34	6		-													2		Reno	ovation, Sp	ot Rock, Place 20 C.Y. Rip Rap at Culvert Site
P1 3-5E-35.09	P1 0+00	P1 11+85	0.22	3	75'	14'		2%	4%														New Construction
P2 3-5E-35.10	P2 0+00	P2 5+20	0.10	3	75'	14'		1%	1%														New Construction
P3 8-5E-35.11	P3 0+00	P3 3+15	0.06	3	75'	14'		-	5%														New Construction
P4 3-5E-35.12	P4 0+00	P3 3+40	0.06	3	75'	14'		1%	8%														New Construction
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	4'			m Base width %% course course rade width	$ \prec $	slope —Fill slope :1		- Cut slope 1 1 3 9 14 Subgrad Type	e 3		slope 5_1	Cut slope	Minimum Top Course width Minimum Bas Course width Surrace course Subgrade v	width	-Shoulder slo		and 2 ft. fo	h shoulder: r fills over 6 f curves as f ft. radius	1 ft. for fills ft. Widen th	*NO of 1-6 ft. ne inside	TES		Turnouts Width - 10 ft. in addition to subgrade width, or as shown on the plans. Located approximately as shown on the plans. Intervisible and not more than 750 ft. apart.
Typ <u>Typical Grad</u> Inslo	ing Section		Typical Si	ype 2 urfacing isloped	Section			Typical Gradi	ing Section loped			Ту	Type pical Surfaci Outslo	ing Section		2.	Backslope: Materials		slopes	Fill slope	s	10000	<u>Surfacing</u> Tumouts, curve widening and road approach aprons shall be surfaced.
	NC	DTE: TYPE 2 throug	h 5 TYPIC/	AL SEC	TIONS not to be	used whe	ere grade	exceeds 6%			6 ft.	1	1		25 ft.	taper	Solid rock Soft rock a Common	nd shale	1/4:1 1/2:1	Angle of re	pose	6	Clearing width See Section200
	Ditches - 1:1 slope from su	harada							5 ft.					¢ \	25 ft. m	in.	Slopes	under 55% over 55%		1-1/2:1 1-1/2:1			As posted and painted for Right-of-Way:
Cut slope	1: 1 stope from su Depth may be exi to obtain required	ceeded	X	- Cut s	Icpe Minimum Course v 12'	n Top vidth	-Shoulder	slope	25			St.		10 ft	Turnout length		Note: Full bench	construction eeding 60%	is required	on side			Drainage See Culvert List, Sheet <u>1</u> of <u>4</u>
Bas	14° prade width	Fill slope	<u> </u>	Ż	Crown shall Surface Con 16'	urse	2	Fill slope 1.5				×			<u>50</u> _{fe}	et 3.	Surface typ PRR - Pit	<u>pe</u> run rock	A	Grading - 3"		9	<u>Grading</u> See Sections 300 & 500
min.	1_ft. width	~		ŀ	Ditch_3_ft.	idh	4	<u></u>		1000000	adway		-		<u>25 ft.</u> 25 ft. m	taper in.	GRR - Gr SRN - Sc JRR - Ja	id rolled roc reened rock w run rock	C	3 - 2" - 3" jaw r	(bas nun course	se 10.	Compaction See Sections 300, 500 and 800, 1200
Typical Gr	ype 5 rading Section / Ditch			Ŀ	Type 6 ypical Surfacing :	Section				Typic	LAN al Truc around		1	Typica	AN_ I Turnout			gr. base cou gr. surface c od chips	ourse D	- 1-1/2" - 1" - 3/4"	(surfa cours		000, 1200

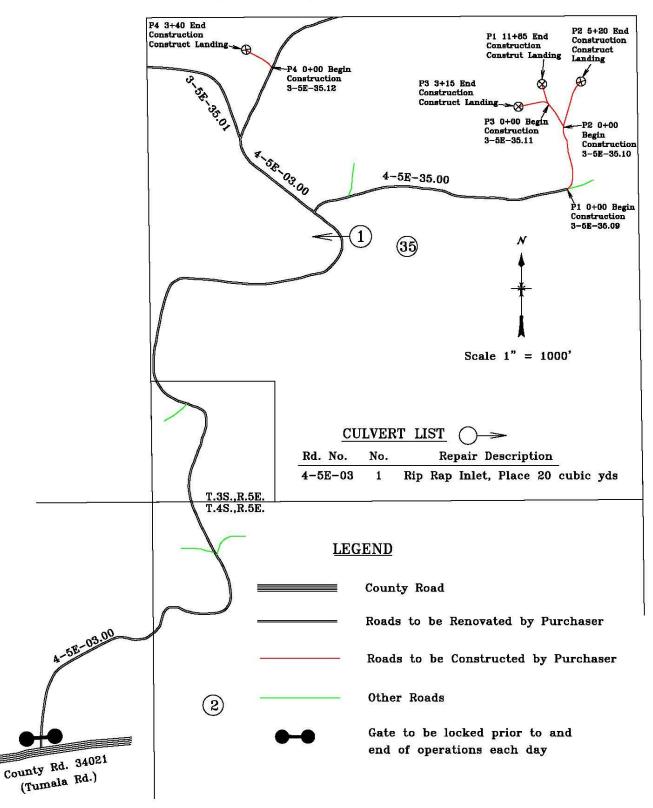


UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Land Management Road Plan Map

Exhibit "C" Chuck Wagon ORN01-TS-2017.0102 Page 20 of 20

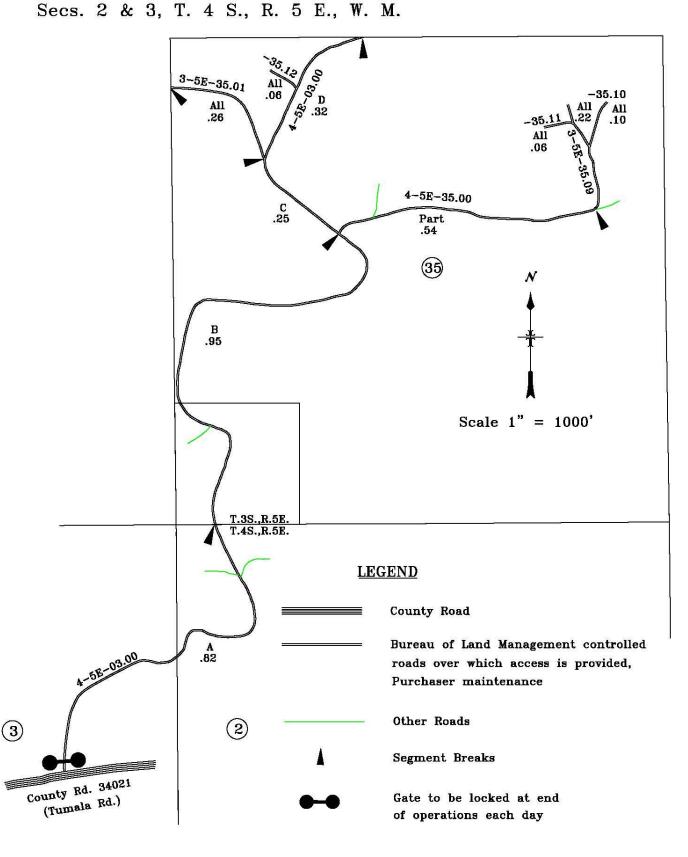
Sec. 35, T. 3 S., R. 5 E., W. M. Secs. 2 & 3, T. 4 S., R. 5 E., W. M.

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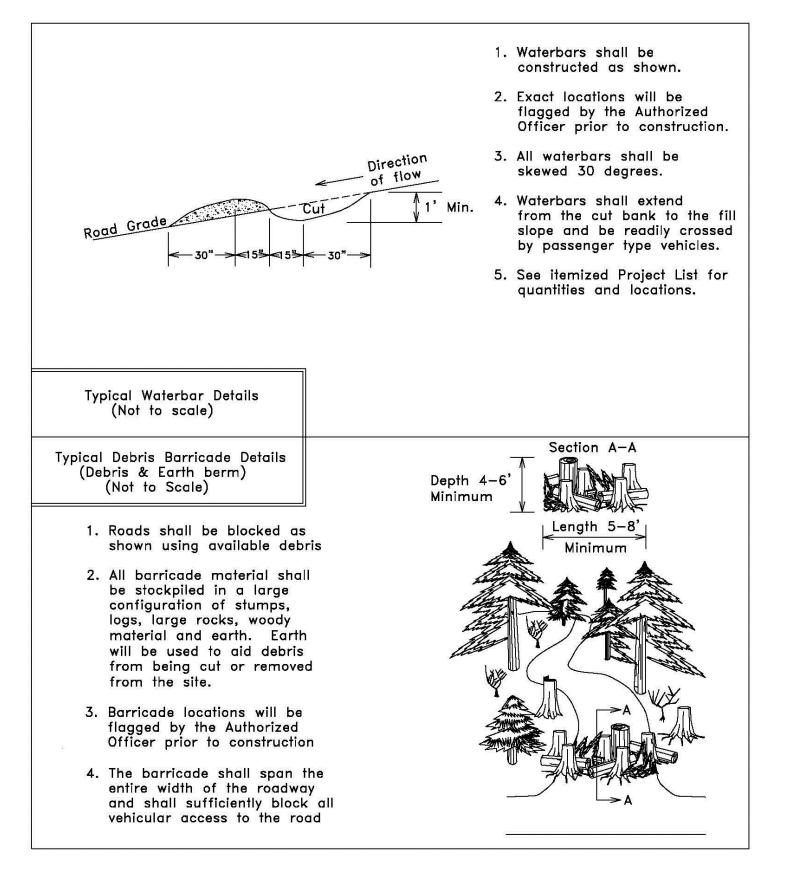
UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Land Management

Road Use and Maintenance Map Sec. 35, T. 3 S., R. 5 E., W. M. Exhibit "E" Chuck Wagon ORN01-TS-2017.0102



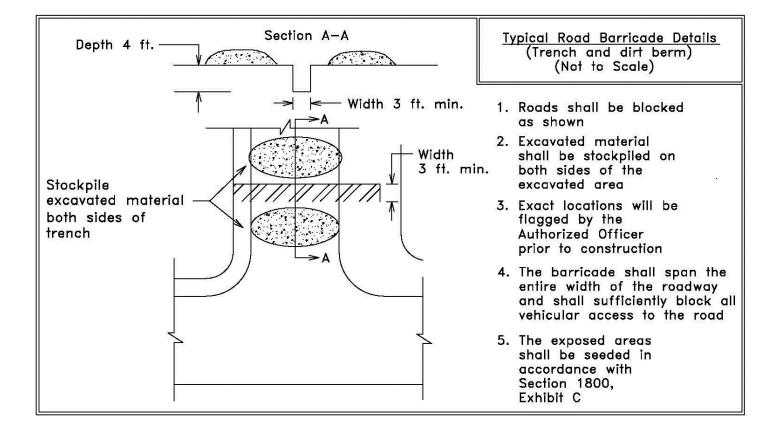
U.S. DEPARTMENT OF THE INTERIOR Bureau of Land Management Salem District

EXHIBIT H Chuck Wagon ORN01-TS-2017.0102 Sheet 1 of 2



U.S. DEPARTMENT OF THE INTERIOR Bureau of Land Management Salem District

EXHIBIT H Chuck Wagon ORN01-TS-2017.0102 Sheet 2 of 2

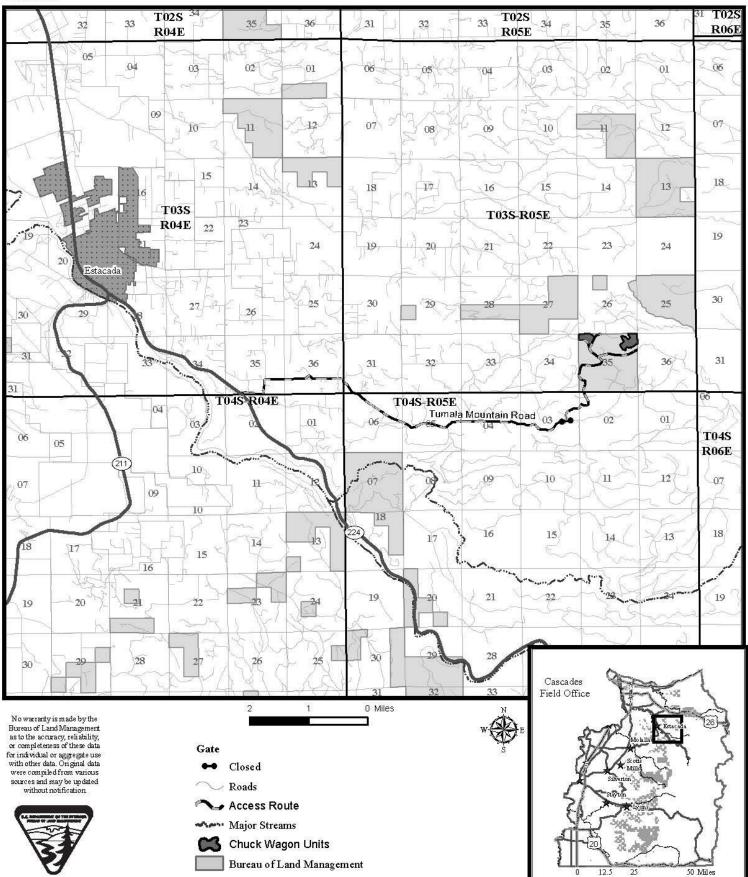


United States Department of the Interior BUREAU OF LAND MANAGEMENT CHUCK WAGON CONTRACT LOCATION MAP

Contract No. ORN01-TS-2017.0102

12/7/2016

T.3S, R.5E, Section 35 W. M. - NORTHWEST OREGON DISTRICT - OREGON



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

Legal Description

Forest Type	Township	Range	Section	Subdivision				
0&C	3S	5E	35	NE1/4,N1/2NW1/4W.M.				
2								
Cutting Volume (16' MBF)								

Unit	WH	DF	WRC				Total	Regen	Partial	ROW
						17				
1	825	223	44				1,092	0	32	0
RW1	37	54	4				95	0	0	2
2	149	215	19				383	0	22	0
RW2	6	4	1				11	0	0	1
Totals	1,017	496	68				1,581	0	54	3

Logging Costs per 16' MBF

		~ ~ ~
Other Allowances :	4	
Road Maintenance	\$	5.12
Road Amortization	\$	0.00
Road Construction	\$	10.22
Transportation	\$	39.68
Stump to Truck	\$	101.77

Misc	\$ 0.66
Total Other Allowances :	\$ 0.66

Total Logging Costs per 16' MBF	\$	157.46
Utilization Centers		
Center #1 : MOLALLA OR	30	Miles
Center #2	0	Miles
Weighted distance to Utilization Centers		30
Length of Contract		
Cutting and Removal Time	36	Months
Personal Property Removal Time	1	Months

Profit & Risk

Total Profit & R	tisk		11 %	
Basic Profit & I	Risk	8 % + Additional Risk	3 %	
Back Off			0 %	
		Tract Features		
Avg Log	Western Hem	lock : 75 bf	All : 79 bf	
Recovery	Western Hem	lock : 94 %	All : 94 %	
Salvage	Western Hem	lock : 0 %	All : 0 %	
Avg Volume (16' MBF per A	Acre)	28	
Avg Yarding Slo	ope		15	%
Avg Yarding Di	stance (feet)		280	
Avg Age			66	
Volume Cable			0	%
Volume Ground 1				%
Volume Aerial		0	%	
Road Construct	ion Stations		23.60	
Road Improvem	nent Stations		0.00	
Road Renovatio	on Stations		165.79	
Road Decomiss	ion Stations		0.00	
		Cruise		
Cruised By			J.POTEET	
Date			03/01/2016	
Type of Cruise			3P, 100%	
County, State			Clackamas, OR	
		Net Volume		
Green (16' MBI	F)		1,581	
Salvage (16' MI	BF)		0	
Western Hemlo	ck Peeler		0	
Export Volume			0	
Scaling Allowa	nce (\$0.00 per 1	6' MBF)	\$0.00	

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Stumpage Summary

Stumpage Computation (16' MBF)									
Species	Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Cost	(+) Marginal Log Value	(-) Back Off	Appraised Price	Appraised Value
WH	2,916	1,017	\$ 436.27	\$ 47.99	\$ 157.46			\$ 230.80	\$ 234,723.60
DF	999	496	\$ 567.13	\$ 62.38	\$ 157.46			\$ 347.30	\$ 172,260.80
WRC	543	68	\$ 847.21	\$ 93.19	\$ 157.46			\$ 596.60	\$ 40,568.80
Totals	4,458	1,581							\$ 447,553.20

Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Western Hemlock				59.0	38.0	3.0
Douglas-fir				67.0	31.0	2.0
Western red-cedar				100.0		

Marginal Log Volume

Species	Grade #7	Grade #8
Western Hemlock		
Douglas-fir		
Western red-cedar		

Appraised By :	Poteet, Jeremy	Date :	11/16/2016
Area Approval By :		Date :	
District Approval By :	Teigland, Kevin	Date :	01/06/2017

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94 %

Prospectus

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Western Hemlock	2,916	1,017	842	
Douglas-fir	999	496	403	
Western red-cedar	543	68	53	
Total	4,458	1,581	1,298	

			All Species			
Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
1,678	4,458	376	17.8	1,673	21,305	79
Merch	Cull	Total	Logs per	Net	Gross	

4.8

1,581

1,678

Western Hemlock							
Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log	
1,085	2,916	372	17.4	1,080	14,324	75	
Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery	
14,324	220	14,544	5.0	1,017	1,085	94 %	

Cutting Areas

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
1		32		32
RW1			2	2
2		22		22
RW2			Ĩ	.1
Totals :		54	3	57

21,305

220

21,525