

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
TILLAMOOK RESOURCE AREA
4610 THIRD STREET
TILLAMOOK, OREGON 97141

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 TILLAMOOK RESOURCE AREA 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 his 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, September 16, 2015.

THIS TIMBER SALE NOTICE does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003-Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in the South County Spotlight newspaper on or about August 19, 2015. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper(s) to ensure accurate knowledge of the exact publication date.

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

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

THE SUCCESSFUL BIDDER, as a condition of award, will be required to sign Form 5430-011, a certification that the bid was arrived at by the bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. Form 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. Scribner board foot volumes by species are displayed for informational purposes.

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.

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

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

SPECIAL PROVISIONS have been added to the contract which enable the Contracting Officer to suspend/modify/terminate the contract when necessary to comply with the Endangered Species Act or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Record of Decision for Amendments to Forest Service and Bureau of Land Management Planning Documents Within the Range of the Northern Spotted Owl. These contract provisions limit the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

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

Attachments:

Form 5440-9

Form 5450-17

TIMBER SALE NOTICE

SALEM DISTRICT
TILLAMOOK FIELD OFFICE
COLUMBIA MASTER UNIT

Sale Date: September 16, 2015

CONTRACT NO.: ORS06-TS-2015.0102, Dutch Treat Timber Sale, Lump Sum
COLUMBIA COUNTY, OREGON: O&C: **ORAL AUCTION**: BID DEPOSIT REQUIRED: \$252,700.00

All timber designated for cutting on: NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, sec. 11, T.3 N., R.3 W., W.M., Oregon.

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

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

Approx. No. Merchantable Trees	Est. Vol. MBF 32' Log	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Volume Times Appraised Price
30,625	8,097	Douglas-fir	10,009	\$250.70	\$2,509,256.30
2,744	57	red alder	72	\$238.20	\$17,150.40
33,369	8,154	Totals	10,081		\$2,526,406.70

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

CRUISE INFORMATION: The timber volumes for the partial cut units were based on a variable plot cruise for estimating the board foot volume of trees. Plots were measured using a 20 basal area factor (BAF) for partial cut units. None of the total sale volume is salvage material. For merchantable Douglas-fir trees the average DBHOB is 16.2 inches; the average gross merchantable log contains 70 bf; the total gross volume is approximately 10,463 MBF; and 96% recovery is expected. The Right-of-Way volume is based on a 3-P cruise for estimating the board foot volume of trees.

CUTTING AREA: One (1) unit totaling approximately 388 acres shall be partial cut. In addition, approximately ten (10) acres of right-of-way shall be cut. Acres shown on Exhibit A have been computed using a Trimble Pro XH Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

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

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

ACCESS AND ROAD MAINTENANCE: Access is provided by County, Rayonier Washington Timber Company, Weyerhaeuser Columbia Timberlands LLC, Scappoose Western Forests LLC, Bonneville Power Administration and Bureau of Land Management (BLM) controlled roads. All roads used in conjunction with this sale will be maintained by the Purchaser. Purchaser will be required to pay a rock wear obligation of (\$7,500.55) to the Government and spread 30 CY crushed and 70 CY Pit-Run rock on BLM roads for maintenance.

In the use of Weyerhaeuser Columbia Timberlands LLC controlled roads, under Agreement S-522A (OR065603) and as shown on Exhibit E, the Purchaser will be required to enter into a license agreement which requires: (a) Purchaser maintenance of all Weyerhaeuser Columbia Timberlands LLC controlled roads, (b) Purchaser pay a rockwear fee of \$2,353.77, and (c) Purchaser provide proof of insurance with limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and a performance bond of \$1,000.00. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement.

In the use of Rayonier Washington Timber Company controlled roads, under Agreement S-522F (OR066364) and as shown on Exhibit E, the Purchaser will be required to enter into a license agreement which requires: (a) Purchaser maintenance of all Rayonier Washington Timber Company controlled roads, (b) Purchaser pay a rockwear fee of \$9,774.08, (c) Purchaser shall pay a road use obligation fee of \$35,923.69, and (d) Purchaser provide proof of insurance with limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and a performance bond of \$2,000.00. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement.

In the use of Scappoose Western Forests, LLC controlled roads, under Agreement S-522G (OR066365) and as shown on Exhibit E, the Purchaser will be required to enter into a license agreement which requires: (a) Purchaser maintenance of all Scappoose Western controlled roads, (b) Purchaser pay a rockwear fee of \$9,156.95, (c) Purchaser shall pay a lump sum road use obligation fee of \$5,912.43, and (d) Purchaser provide proof of insurance with limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and a performance bond of \$1,500.00. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement.

In the use of Weyerhaeuser Columbia Timberlands LLC controlled roads, under Agreement S-623 (OR015520FD) and as shown on Exhibit E, the Purchaser will be required to enter into a license agreement which requires: (a) Purchaser maintenance of all Weyerhaeuser Columbia Timberlands LLC controlled roads, (b) Purchaser pay a rockwear fee of \$291.05, (c) Purchaser shall pay a road use obligation fee of \$10,482.00, and (c) Purchaser provide proof of insurance with limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and a performance bond of \$3,000.00. Prior to the use of said road, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement.

In the use of Rayonier Washington Timber Company controlled roads, under Agreement S-623 (OR015520FD) and as shown on Exhibit E, the Purchaser will be required to enter into a license agreement which requires: (a) Purchaser maintenance of all Rayonier Washington Timber Company controlled roads, (b) Purchaser pay a rockwear fee of \$38.31, and (c) Purchaser provide proof of insurance with limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and a performance bond of \$1,000.00. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement.

Purchaser maintenance shall include frequent blading and shaping of road surface; ditch, culvert, and catch basin cleaning; removal of minor slides and other debris. Roads shall be left in a condition to withstand adverse weather at the end of the seasonal operations. It shall also include the spreading of 100 CY crushed and 230 CY

Pit-Run rock on non-BLM roads as needed and instructed by Authorized Officer.

When operating on or near the Bonneville Power Administration (BPA) right-of-way, the purchaser shall follow the BPA's guidelines for all activities which requires: (a) Purchaser maintenance of all Bonneville Power Administration controlled easements, and (b) Purchaser provide a Certificate of Insurance or Bond in the amount of \$1,000,000.00. Contact the Tillamook Field Office for a complete copy of BPA's guidelines for operating on or near a BPA right-of-way.

Alternate access is available but will require a contract modification. Contact Engineers at the Tillamook Field Office for more detailed information.

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. **New Road Construction:**

Road Spur A- 2,777 feet, 14-foot outsloped subgrade, Natural Surfacing, Blading, Clearing and Grubbing, Landing and Turnaround Construction.

Road Spur A1 – 613 feet, 14-foot outsloped subgrade, Natural Surfacing, Blading, Clearing and Grubbing, Landing Construction.

Road Spur B1, 1,334 feet, 14-foot outsloped subgrade, Natural Surfacing, Blading, Clearing and Grubbing, Landing and Turnaround Construction.

Road Spur C- 190 feet, (Station 0+00 – 1+90) 22-foot ditched subgrade, Rocked Surfacing, Blading, Clearing and Grubbing, Landing and Turnaround Construction.

Road Spur C- 419 feet, (Station 1+90 – 6+09) 14-foot outsloped subgrade, Natural Surfacing, Blading, Clearing and Grubbing, Landing and Turnaround Construction.

Road Spur D (9+60 – 26+58) - 1,698 feet, 14-foot outsloped subgrade, Natural Surfacing, Blading, Clearing and Grubbing, Landing and Turnaround Construction.

Road Spur E - 310 feet, 14-foot outsloped subgrade, Natural Surfacing, Blading, Clearing and Grubbing, Landing Construction.

Road Spur F (2+83 – 15+25) – 1,242 feet, 14-foot outsloped subgrade, Natural Surfacing, Blading, Clearing and Grubbing, Landing and Turnaround Construction.

Road Spur G – 130 feet, 14-foot outsloped subgrade, Natural Surfacing, Blading, Clearing and Grubbing, Landing Construction.

2. **Renovation:**

Road Spur B- 0.083 miles Rocked Surfacing, Spot Rock Placement, Blade, Heavy Brushing/Clear and Grub, Re-establish ditchlines by bunching and hauling.

Road Spur D (0.000 – 0.182) - 0.182 miles Rocked Surfacing, Spot Rock Placement, Blade, Heavy Brush/Clear and Grub, Re-establish ditchline by bunching and hauling.

Road Spur F (0.000 – 0.054) – 0.054 miles Natural Surfacing (outsloped), Blade, Clear and Grub.

Road 3N-2-17.0- 0.831 miles Rocked Surfacing, Spot Rock Placement, Blade, Clean Culverts, Brush, and re-establish ditchlines by bunching and hauling.

Road 3N-3-3.0- 1.495 miles Rocked Surfacing, Spot Rock Placement, Blade, Clean Culverts, Install Two culverts/crossdrains, Place 10 CY Class 3 Riprap, Brush, and re-establish ditchlines by bunching and hauling.

Road 3N-3-3.5 – 0.136 miles Rocked Surfacing, Spot Rock Placement, Blade, Clean Culverts, Brush, and re-establish ditchlines by bunching and hauling.

Road 3N-3-11.0- 0.417 miles Rocked Surfacing, Spot Rock Placement, Blade, Clean Culverts, Brush, and re-establish ditchlines by bunching and hauling.

Road 3N-3-13.0 (0.000 – 1.490) – 1.490 miles Rock Surfacing, Spot Rock Placement, Blade, Clean Culverts, Brush, re-establish ditchlines by bunching and hauling.

Road 3N-3-13.0 (1.490 – 1.942) – 0.452 miles Natural Surfacing (outsloped), Blade, Clear and Grub, Waste Area/Turnaround Construction, Road Widening, and Sidecast Pullback.

Road 3N-3-13.1- 0.275 miles Rock Surfacing, Spot Rock Placement, Blade, Brush, Ditchline re-establishment by bunching and hauling.

Road 3N-3-13.7- 0.637 miles Rocked Surfacing, Spot Rock Placement, Blade, Install One Culvert/crossdrain, Brush, Remove Slide Material, Ditchline re-establishment by bunching and hauling.

Road 3N-3-14.0 (0.000 – 0.357 & 0.871 – 1.021) - 0.507 miles Rocked Surfacing, Spot Rock, Blade, Brush/Clear and Grub, Construct Ditchouts, Road Widening, Ditchline re-establishment by bunching and hauling.

Road 3N-3-14.0 (0.357 – 0.871) - 0.514 miles Natural Surfacing (outsloped with ditch in through-cuts), Blade, Clear and Grub, Construct Ditchouts.

Road 3N-3-14.1- 24+14 Stations Rocked Surfacing, Spot Rock and Rock Lifts where marked (398 feet), Blade, Install One Live Stream Culvert, Place 20 CY Crushed Bedding/Backfill Rock, Place 30 CY Pit-Run Base/Backfill Rock, Place 20 CY Class 5 Riprap, Brush, Clear and Grub where road re-aligns, Construct and Rock Turnaround, Place Concrete Barricades as directed by BPA Specifications, re-establish ditchlines by bunching and hauling.

Roads 4N-3-14.1, 4N-3-15.0, and 4N-3-28.1 (Gunner's Lakes/Pisgah Lookout Road)- 3.200 miles Rocked Surfacing, Spot Rock Placement, Blade, Clean Culverts, Brush, and Ditchline re-establishment by bunching and hauling, blocking of muddy rogue roads accessing road, concrete barricades around BPA towers.

Road 4N-3-34.2- 0.746 miles Rocked Surfacing, Spot Rock Placement, Blade, Clean Culverts, Brush, and Ditchline re-establishment by bunching and hauling.

Road 4N-3-35.0- 0.062 miles Rocked Surfacing, Blade, Brush, and Ditchline re-establishment by bunching and hauling.

Pisgah Home/Baconna – 2.300 miles Rocked Surfacing, Spot Rock Placement, Blade, Clean Culverts, Brush, and Ditchline re-establishment by bunching and hauling.

3. Estimated Quantities:

a. Clearing, Grubbing, and Brushing:

6.0 acres of new construction
 1.3 acres of renovation
 0.7 acres for waste areas
 12.85 miles brushing

b. Culverts:

120 feet of 18 inch Corrugated Plastic Pipe (CPP) – Type S
 40 feet of 36 inch Corrugated Aluminized Pipe (CMP) – 16 gage

c. Aggregate Material:

<u>Quantity</u>	<u>Description</u>
240 cubic yards	1-1/2" minus crushed rock – Spot Rock - Construction rock
850 cubic yards	Pit-Run – Spot Rock - Construction rock
20 cubic yards	1-1/2" minus crushed rock - Culvert bedding material – Construction rock
287 cubic yards	Pit-Run Rock for Rock Lifts – Construction rock
30 cubic yards	Pit-Run Rock for Base/Backfill – Construction rock
30 cubic yards	Pit-Run Rock for Turnaround – Construction rock
30 cubic yards	1-1/2" minus crushed rock – BLM maintenance rock
70 cubic yards	Pit-Run rock – BLM maintenance rock
100 cubic yards	1-1/2" minus crushed rock – non-BLM maintenance rock
230 cubic yards	Pit-Run rock – non-BLM maintenance rock
30 cubic yards	Riprap – (10 CY Class 3 & 20 CY Class 5)

Rock Source: Commercial

OTHER:

Compaction of all final subgrades will be required.

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

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

Roads Spur A, A1, Spur B1, Spur C (1+90 – 6+09), Spur D (9+60 – 26+58), Spur E, Spur F, Spur G, and 3N-3-13.0 (1.490 – 1.942) will be subsoiled to a depth of 18" inches, culverts removed, water barred, blocked, & slash scattered over road prism upon completion of logging. Clearing debris shall be placed on and around the barriers so as to prevent further use of the road by vehicles. Roads 3N-3-14.0 (0.357 – 0.764) will be decommissioned by waterbarring, scattering slash on road prism, water barred, & blocked upon completion of logging (no subsoiling). Clearing debris shall be placed on and around the barriers so as to prevent further use of the road by vehicles. The 3N-3-3.0 (0.000 – 0.137), 3N-3-3.5, 3N-3-14.0 (0.000 – 0.357), and 3N-3-14.1 roads will be stabilized by installing drivable waterbars.

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

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

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

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

SPECIAL ATTENTION ITEMS:

Sec. 42.z Chemical toilets

Sec. 42.l-n Seasonal Restrictions

Sec. 42.ee Logging Residue Reduction

Sec. 42.c Special Note: Within the road prism on roads 3N-3-13 and 3N-3-11, as shown on Exhibit A, all trees marked with blue paint are reserved, as they were sold under the Lucky 13 Timber Sale contract.

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

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

- The designation and sale of additional timber, such as corridor and guyline trees, at contract price, as necessary to facilitate safe and efficient logging. Such trees may be felled and removed when they are painted by the Authorized Officer;
- Sale of additional timber volume at current fair market value where the species and/or size of trees are not representative of the forest stand(s) being thinned;
- Government reservation of trees previously marked for cutting (replacement) when the Authorized Officer determines that it is necessary in order to maintain stand densities consistent with objectives set forth in management prescriptions;
- The use of unilateral modifications executed by BLM for such additional timber and replacement timber;
- Revocation of the purchaser's right to cut additional timber if the Authorized Officer determines that trees have been cut and removed that were not previously marked and approved for cutting and removal by the Authorized Officer; and,
- It is estimated that approximately 1,008 MBF of such additional timber may be removed under the contract but it is not included in the advertised sale volume nor was it included in the timber sale appraisal.

SEASONAL RESTRICTION MATRIX:

Restricted Times are Shaded

Activity	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC	
	1	16	1	16	1	16	1	16	1	16	1	16	1	16	1	16	1	16	1	16	1	16	1	16
Ground-Based Yarding																								
Skyline Yarding																								
In-Stream Work																								
Road Construction, Renovation, Stabilization, and Decommissioning																								
Log Haul																								

*All dates, except for In-Stream work, are dependent on actual weather conditions

TIMBER SALE CONTRACT SPECIAL PROVISIONS

Sec. 41.

RESERVED

- a. All timber in the reserve area(s) shown on Exhibit A, and all trees that are painted orange and/or posted, which mark the boundaries of the reserve areas.
- b. All trees marked with orange paint in the partial cut areas shown on Exhibit A.
- c. All trees marked with blue paint within the unit boundary of this contract and the road prism of roads 3N-3-13 and 3N-3-11, as shown on Exhibit A, approximately 155 trees.
- d. All bigleaf maple in the partial cut areas shown on Exhibit A, unless otherwise approved by the Authorized Officer.
- e. All snags and down trees in the partial cut areas shown on Exhibit A, unless approved by the Authorized Officer.

Sec. 42. Special Provisions

LOGGING

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

available without the delay. The Purchaser shall request such adjustment in writing before the due date for a periodic payment contained in Sec. 3(b).

b. Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A pre-work conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved. The Purchaser shall provide a minimum of seven (7) days' notice when requesting the scheduling of a pre-work conference.

c. Before beginning operations on the contract area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date he plans to begin operations. This written notification must be received by the Authorized Officer no less than seven (7) days prior to the date the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of seven (7) or more days.

d. In the Partial Cut Areas shown on Exhibit A, all trees designated for cutting shall be felled and cut into log lengths not to exceed forty (40) feet plus trim before being yarded, except in the Special Yarding Areas, as shown on Exhibit A.

e. No trees may be felled into the reserve areas designated on Exhibit A, or adjacent private land, unless expressly authorized by other provisions of this contract.

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

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

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

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

intermediate supports and use of tail holds outside the Partial Cut Areas shall be required where necessary to meet this requirement. The number of designated corridors and their locations and tail and lift trees will be approved by the Authorized Officer prior to commencement of falling operations.

j. In the “Partial Cut Area - Ground-Based areas” shown on Exhibit A, all yarding shall be done by equipment operated on designated skid roads. Yarding shall be done so that the lead-end of the log is lifted fully off the ground. The area composed of skid trails and landings shall not exceed 10% of the total ground-based yarding area. Generally, skid roads shall be spaced no closer than 150 feet unless otherwise approved by the Authorized Officer. Ground based skidding equipment shall not operate off of existing skid roads within 240 feet of streams. Excavation on designated skid roads shall be limited to a maximum cut of one foot unless authorized by the Authorized Officer. All trees that must be removed to facilitate construction of these skid roads shall be felled prior to falling operations in the remainder of this area. The Purchaser shall directionally fall trees into the lead with the skidding direction and winch or carry to these skid roads. Skid roads shall be approved by the Authorized Officer prior to the commencement of falling operations. All non-skidding equipment operated off skid roads shall not exceed a ground pressure rating of 8 p.s.i. (pounds per square inch), and shall be tracked-mounted, have a boom mounted cutting head or grapple and shall operate on a continuous layer of slash, with no more than two passes over the same ground, unless approved by the Authorized Officer. Immediately following ground-based yarding activities for any operating season, the Purchaser shall construct water bars and block the entrance to skid trails as designated by the Authorized Officer.

1. In the Special Yarding Area, as shown in the Exhibit A, all ground-based harvesting and yarding equipment shall be prohibited from operating within “Boundary of Special Yarding Area”, as marked in the field. Whole-tree yarding is allowed within the “Boundary of Special Yarding Area”. Trees designated for cutting shall be directionally felled and long-lined to designated skid roads outside of the “Boundary of Special Yarding Area”.

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

1. All skid roads and/or cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contact and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Authorized Officer, the width of both skid roads and cable roads shall be limited to twelve (12) feet.

2. The Purchaser may immediately cut and remove additional timber to clear skid roads and cable yarding roads; and provide tailhold, tieback, guyline, lift and intermediate support trees; and clear danger trees when the trees have been marked with a non-reserve color of paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Sec. 3.(b). of the contract or sufficient bonding has been provided in accordance with Sec. 3.(f). of the contract.

3. The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract; or, the Authorized Officer determines that the tree species are not listed in Exhibit B of this contract and otherwise reserved in Section 41 of the contract or any tree that exceeds 32 inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Sec. 8 of the contract.

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

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

SEASONAL RESTRICTIONS

1. Ground based yarding, cable yarding, and hauling are prohibited in the timber harvest areas shown on Exhibit A between October 16 of one calendar year and May 31 of the

following calendar year, both days inclusive, and during other periods of wet soil conditions as determined by the Authorized Officer.

m. No road renovation, road construction, road decommissioning/stabilization, and subsoiling, shown on Exhibit C shall be conducted between October 16 of one calendar year and May 31 of the following calendar year, both days inclusive, and during other periods of wet soil conditions as determined by the Authorized Officer. Road Maintenance as shown on Exhibit E and described in Exhibit D shall be performed during periods approved by Authorized Officer.

n. No in-stream work on culverts shall be conducted between October 1 of one calendar year and June 30 of the following calendar year, both days inclusive.

ROAD CONSTRUCTION, IMPROVEMENT, RENOVATION, MAINTENANCE AND USE

o. The Purchaser shall construct natural surfaced roads: Spur A, Spur A1, Spur B1, Spur C (0+90 – 6+09), Spur D (Sta. 9+60 – 26+58), Spur E, Spur F (Sta. 2+83 – 15+25), and Spur G. Purchaser shall construct surfaced road: Spur C (0+00 - 0+90). Purchaser shall renovate natural surfaced road: Spur F (Sta. 0+00 – 2+83), 3N-3-13.0 (MP. 1.490 – 1.942), and 3N-3-14.0 (0.357 – 0.764). Purchaser shall renovate surfaced roads: Spur B, Spur D (Sta. 0+00 – 9+60), 3N-2-17.0, 3N-3-3.0, 3N-3-3.5, 3N-3-11.0, 3N-3-13.0 (MP. 0.000 – 1.490), 3N-3-13.1, 3N-3-13.7, 3N-3-14.0 (0.000 – 0.357 & 0.764 – 1.021), 3N-3-14.1, 4N-3-34.2, 4N-3-35.0, Pisgah Home/Baconna, and Gunners Lakes/Pisgah Lookout.

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

q. Within 30 days of completion of yarding and hauling operations, the Purchaser shall decommission Spur A, Spur A1, Spur B1, Spur C (0+90 – 6+09), Spur D (Sta. 9+60 – 26+58), Spur E, Spur F, Spur G, and 3N-3-13.0 (MP. 1.490 – 1.942) as shown on Exhibit C, by subsoiling, removing culverts, installing non-drivable waterbars, scattering slash, and blocking. Purchaser shall decommission 3N-3-14.0 (MP. 0.357 – 0.764) by installing non-drivable waterbars, scattering slash, and blocking. Purchaser shall stabilize Roads 3N-3-3.0 (0.000 – 0.137), 3N-3-3.5, 3N-3-14.0 (MP. 0.000 – 0.357), and 3N-3-14.1 as shown on Exhibit C, by only installing drivable waterbars. Subsoiling shall consist of loosening the soil to a depth of eighteen 18 inches utilizing excavator attachments, log loader tongs or other approved equipment acceptable to the Authorized Officer. No subsoiling shall be required where the road traverses rock outcroppings. All natural water courses shall be opened to prevent erosion of the road. Barriers shall be constructed and clearing debris shall be placed on and around the barriers so as to prevent further use of the road by vehicles as shown on Exhibit C.

r. The Purchaser is authorized to use the roads listed below and shown on Exhibit E which are under the jurisdiction of the Bureau of Land Management for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C provided that the Purchaser comply with the conditions set forth in Sections 42.r-z.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
Spur A	0.53	BLM	Natural	Purchaser
Spur A1	0.12	BLM	Natural	Purchaser
Spur B1 Segment B	0.15	BLM	Natural	Purchaser
Spur C Segment B	0.08	BLM	Natural	Purchaser
Spur D Seg B	0.22	BLM	Natural	Purchaser
Spur E	0.06	BLM	Natural	Purchaser
Spur F	0.29	BLM	Natural	Purchaser
Spur G	0.03	BLM	Natural	Purchaser
4N-3-14.1 Seg G,I	0.16	BLM	Rocked	Purchaser
4N-3-15.0 Seg A	0.46	BLM	Rocked	Purchaser
3N-3-3.0 Seg A, C	0.81	BLM	Rocked	Purchaser
3N-3-3.5 Seg B	0.11	BLM	Rocked	Purchaser
3N-3-11.0 Seg A	0.37	BLM	Rocked	Purchaser
3N-3-13.0 Seg F1	0.45	BLM	Natural	Purchaser
3N-3-13.0 Seg F2,F3	0.68	BLM	Rocked	Purchaser
3N-3-13.7 Seg B	0.26	BLM	Rocked	Purchaser
3N-3-14.0 Seg C1,C2	0.34	BLM	Rocked	Purchaser
3N-3-14.0 Seg E	0.39	BLM	Natural	Purchaser

s. The Purchaser shall perform any road repair and maintenance work on roads used, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract which is attached hereto and made a part hereof. Purchaser shall spread **30** cubic yards of crushed rock and **70** cubic yards of pit-run on BLM controlled roads as directed by Authorized Officer as part of maintenance requirements. Purchaser shall also pay a rock wear fee of \$7,500.55 to the Government. Additional fees for rockwear will be calculated at the agreed upon rates for additional timber volume and be charged to Purchaser.

t. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road use Agreement S-522A (OR065603) between the United States of America and Weyerhaeuser Columbia Timberlands LLC. The Purchaser will be required to enter into a license agreement prior to commencement of operations. The Purchaser shall furnish to the Authorized Officer a copy of the required executed license agreement. The license agreement conditions include: 1) No Payment to Weyerhaeuser Columbia Timberlands LLC for road use obligation. 2) Payment to Weyerhaeuser Columbia Timberlands LLC a rockwear fee obligation of \$2,353.77. Rockwear fees have been calculated using the estimated timber volumes. Additional fees for rockwear will be calculated at the agreed upon rates (in the license agreement) for additional timber volume and be charged to Purchaser. All payments shall be made to Licensor prior to contract termination. 3) The Purchaser shall perform any road repair and maintenance work on roads, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract which is attached hereto and made a part hereof. Purchaser shall

spread crushed rock on roads as directed by Authorized Officer as part of maintenance requirements. 4) Default by the Purchaser of said Right-of-Way and Road Use Agreement or any license agreement executed pursuant thereto, shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. The Purchaser will be required to carry liability insurance with the limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and provide a performance bond in the amount of \$1,000.00.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
4N-3-15.0 B	0.31	Weyerhaeuser	Rocked	Purchaser
3N-2-17.0 upper Seg A	0.29	Weyerhaeuser	Rocked	Purchaser

u. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road use Agreement S-522F (OR066364) between the United States of America and Rayonier Washington Timber Company. The Purchaser will be required to enter into a license agreement prior to commencement of operations. The Purchaser shall furnish to the Authorized Officer a copy of the required executed license agreement. The license agreement conditions include: 1) Payment to Rayonier Washington Timber Company for road use obligation of \$35,923.69. 2) Payment to Rayonier Washington Timber Company a rockwear fee obligation of \$9,774.08. Rockwear fees have been calculated using estimated timber volumes. Additional fees for rockwear will be calculated at the agreed upon rates (in the license agreement) for additional timber volume and be charged to Purchaser. No additional road use obligation fees will be added for contract modification volume. All payments shall be made to Licensor prior to contract termination. 3) The Purchaser shall perform any road repair and maintenance work on roads, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract which is attached hereto and made a part hereof. Purchaser shall spread crushed rock on roads as directed by Authorized Officer as part of maintenance requirements. 4) Default by the Purchaser of said Right-of-Way and Road Use Agreement or any license agreement executed pursuant thereto, shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. The Purchaser will be required to carry liability insurance with the limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and provide a performance bond in the amount of \$2,000.00.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
Spur D Seg A1	0.18	Rayonier	Rocked	Purchaser
Spur D Seg A2	0.12	Rayonier	Natural	Purchaser
3N-3-3.0 Seg D	0.37	Rayonier	Rocked	Purchaser
3N-3-11.0 Seg B	0.05	Rayonier	Rocked	Purchaser
3N-3-13.1	0.28	Rayonier	Rocked	Purchaser

3N-3-13.7 Seg A,C1,C2	0.38	Rayonier	Rocked	Purchaser
3N-3-14.1	0.46	Rayonier	Rocked	Purchaser
4N-3-14.1 J1	0.30	Rayonier	Rocked	Purchaser
4N-3-28.1	1.04	Rayonier	Rocked	Purchaser
4N-3-34.2 Seg A,B	0.75	Rayonier	Rocked	Purchaser
4N-3-35.0	0.06	Rayonier	Rocked	Purchaser

v. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road use Agreement S-522G (OR066365) between the United States of America and Scappoose Western Forests, LLC. The Purchaser will be required to enter into a license agreement prior to commencement of operations. The Purchaser shall furnish to the Authorized Officer a copy of the required executed license agreement. The license agreement conditions include: 1) Payment to Scappoose Western Forests, LLC for road use a lump sum obligation of \$5,912.43. 2) Payment to Scappoose Western Forests, LLC a rockwear fee obligation of \$9,156.95. Rockwear fees have been calculated using the estimated timber volumes. Additional fees for rockwear will be calculated at the agreed upon rates (in the license agreement) for additional timber volume and be charged to Purchaser. No additional road use obligation fees will be added for contract modification volume. All payments shall be made to Licensor prior to contract termination. 3) The Purchaser shall perform any road repair and maintenance work on roads, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract which is attached hereto and made a part hereof. Purchaser shall spread crushed rock on roads as directed by Authorized Officer as part of maintenance requirements. 4) Default by the Purchaser of said Right-of-Way and Road Use Agreement or any license agreement executed pursuant thereto, shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. The Purchaser will be required to carry liability insurance with the limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and provide a performance bond in the amount of \$1,500.00.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
Spur B	0.08	Scappoose Western	Rocked	Purchaser
Spur B1 Seg A	0.10	Scappoose Western	Natural	Purchaser
4N-3-14.1 Seg. F,H	0.39	Scappoose Western	Rocked	Purchaser
4N-3-15.0 Seg. C,D	0.55	Scappoose Western	Rocked	Purchaser
3N-3-3.0 Seg B1, B2	0.32	Scappoose Western	Rocked	Purchaser

3N-2-17.0 Seg B	0.54	Scappoose Western	Rocked	Purchaser
3N-3-13.0 Seg G	0.81	Scappoose Western	Rocked	Purchaser

w. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road use Agreement S-623 (OR015520FD) between the United States of America and Weyerhaeuser Columbia Timberlands LLC. The Purchaser will be required to enter into a license agreement prior to commencement of operations. The Purchaser shall furnish to the Authorized Officer a copy of the required executed license agreement. The license agreement conditions include: 1) Payment to Weyerhaeuser Columbia Timberlands LLC for road use obligation of \$10,482.00, 2) Payment to Weyerhaeuser Columbia Timberlands LLC a rockwear fee obligation of \$291.05. Road use obligation and rockwear fees have been calculated using the estimated timber volumes. Additional fees for road use obligation and rockwear will be calculated at the agreed upon rates (in the license agreement) for additional timber volume and be charged to Purchaser. All payments shall be made to Licensor prior to contract termination. 3) The Purchaser shall perform any road repair and maintenance work on roads, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract which is attached hereto and made a part hereof. Purchaser shall spread crushed rock on roads as directed by Authorized Officer as part of maintenance requirements. 4) Default by the Purchaser of said Right-of-Way and Road Use Agreement or any license agreement executed pursuant thereto, shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. The Purchaser will be required to carry liability insurance with the limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and provide a performance bond in the amount of \$3,000.00.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
3N-3-3.5 Seg A	0.02	Weyerhaeuser	Rocked	Purchaser
3N-3-14.0 Seg F1	0.11	Weyerhaeuser	Natural	Purchaser
3N-3-14.0 Seg F2	0.15	Weyerhaeuser	Rocked	Purchaser

x. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road use Agreement S-623 (OR015520FD) between the United States of America and Rayonier Washington Timber Company. The Purchaser will be required to enter into a license agreement prior to commencement of operations. The Purchaser shall furnish to the Authorized Officer a copy of the required executed license agreement. The license agreement conditions include: 1) No payment to Rayonier Washington Timber Company for road use obligation fees, 2) Payment to Rayonier Washington Timber Company a rockwear fee obligation of \$38.31. Road use obligation and rockwear fees have been calculated using the estimated timber volumes. Additional fees for road use obligation and rockwear will be calculated at the agreed upon rates (in the license agreement) for additional timber volume and be charged to Purchaser. All payments shall be made to Licensor prior to contract termination. 3) The Purchaser shall perform any road repair and maintenance work on roads, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract which

is attached hereto and made a part hereof. Purchaser shall spread crushed rock on roads as directed by Authorized Officer as part of maintenance requirements. 4) Default by the Purchaser of said Right-of-Way and Road Use Agreement or any license agreement executed pursuant thereto, shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. The Purchaser will be required to carry liability insurance with the limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and provide a performance bond in the amount of \$1,000.00.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
3N-3-14.0 Seg D	0.03	Rayonier	Rocked	Purchaser
Spur C Seg A1	0.02	Rayonier	Rocked	Purchaser
Spur C Seg A2	0.02	Rayonier	Natural	Purchaser

y. When operating on or near the Bonneville Power Administration (BPA) right-of-way, the purchaser shall follow the BPA's guidelines for all activities which requires: (a)Purchaser maintenance of all Bonneville Power Administration controlled easements, and (b)Purchaser provide a Certificate of Insurance or Bond in the amount of \$1,000,000.00. Contact the Tillamook Field Office for a complete copy of BPA's guidelines for operating on or near a BPA right-of-way.

z. The Purchaser also agrees that if they elect to use any other private road which is the subject of a right-of-way agreement with the Government for the removal of Government timber sold under the terms of this contract, Purchaser shall request and agree to the modification of this contract to provide for such use and for allowances for amortization of the Government's share of the capital investment of any such road.

aa. The Purchaser shall perform any road repair and maintenance work on roads used, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract which is attached hereto and made a part hereof. Purchaser shall spread **100** cubic yards of crushed rock and **230** cubic yards of pit-run on non-BLM controlled roads used for this timber sale, as directed by Authorized Officer as part of maintenance requirements.

ENVIRONMENTAL PROTECTION

bb. In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall supply and maintain chemical toilets on the work site. Employees shall use the toilet facilities provided.

cc. During culvert installation or replacement activities, all stream flow shall be diverted around the culvert work occurring in live streams, as to maintain downstream flows and minimize turbidity. Woody material removed from stream channels during culvert work shall be placed in the stream channel downstream of the culvert.

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

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

1. threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
2. when, in order to comply with the Endangered Species Act (or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Salem District Record of Decision (ROD) and Resource Management Plan (RMP)), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
3. federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;
4. other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;
5. when, in order to comply with a court order which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
6. when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
7. species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
8. when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminated the contract.

Those operations necessary for a safe removal of personnel and equipment from the contract area and those directed by the Contracting Officer which are required in order to leave the contract

area in an acceptable condition will be permitted. Discontinued operations may be resumed upon receipt of written instructions and authorization by the Contracting Officer.

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

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Section 3.b. of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, *et seq.*). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3.b. of the contract within 15 days after the bill for collection is issued, subject to Section 3.h. of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

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

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

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

and RMP, survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

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

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

FIRE PROTECTION

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

1. Prior to the operation of power-driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.
2. Provide and maintain in good working order, and immediately available on the contract area, the following equipment for use during closed fire season or periods of fire danger:
 - a. Firefighting tools shall be kept at each landing or at such other place at the Authorized Officer shall designate whenever people are working on the contract area. All firefighting tools shall be kept in a sturdily constructed box which shall be painted red and lettered on the front or top in large letters "For Fire Only." The box shall have a hinged lid and a hasp by which the lid can be sealed. One (1) box may serve two landings, not over six hundred (600) feet apart. When filled, the box shall not weigh over two hundred (200) pounds. The fire tools shall be in good condition, be tight on strong handles, and have sharp cutting edges. There shall be not less than four (4) tools in each box or less than one (1)

tool for each man working on the contract area. Three-fourths (3/4) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.

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

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

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

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

f. During Oregon Department of Forestry fire season, no smoking shall be permitted outside of closed vehicles.

LOGGING RESIDUE REDUCTION

gg. The Purchaser shall perform logging residue reduction and site preparation within the Logging Residue Reduction Area(s) as shown on Exhibit F, which is attached hereto and made a part hereof. All work shall be done as directed by the Authorized Officer in accordance with the specifications described on Exhibit G which is attached hereto and made a part hereof.

PRESCRIBED BURNING

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

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

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

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

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

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

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

LOG EXPORT RESTRICTION

ii. All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export under the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses; or (4) western redcedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8-3/4) inches in

thickness or less; (6) shakes and shingles. Substitution will be determined under the definition found in 43 CFR 5400.0-5(n).

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

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

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

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

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

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

In the event of the Purchaser's noncompliance with this subsection of the contract, the Authorized Officer may take appropriate action as set forth in Section 10 of this contract. In

addition, the Purchaser may be declared ineligible to receive future awards of Government timber for a period of one year.

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

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

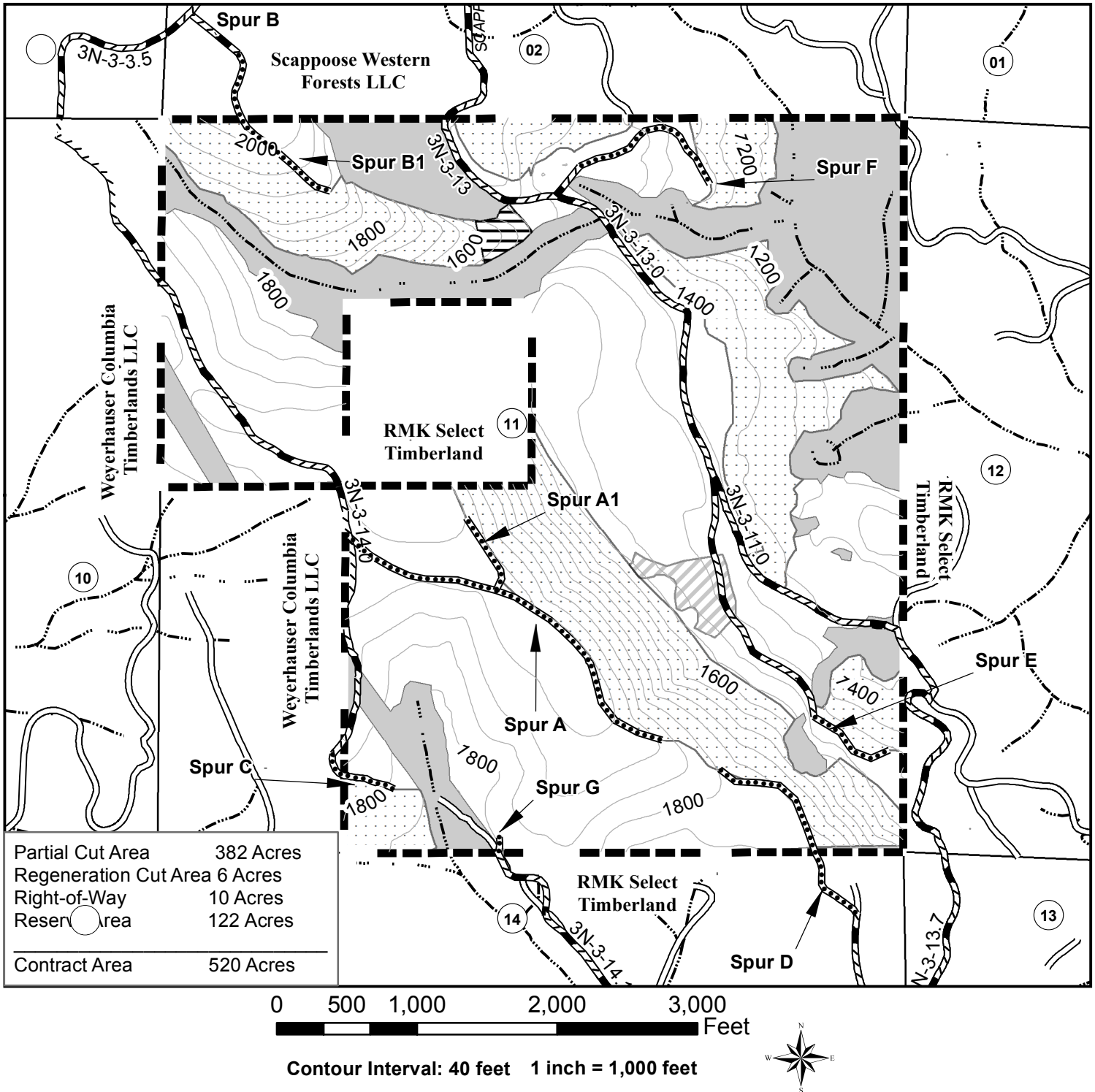
At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. Any increased costs for log branding and painting shall be the responsibility of the Purchaser.

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

Contract No. ORS06-TS-2015.0102
Dutch Treat Timber Sale
Exhibit A
Page 1 of 1

Date: 8/14/2015

T. 3N. R. 3W, Section 11 W. M. - SALEM DISTRICT - OREGON



Legend

- | | | |
|------------------------------------|------------------------|--------------------------|
| Partial Cut Area Ground-Based | Road to be Constructed | Streams |
| Partial Cut Area-Skyline | Road to be Renovated | Dutch Treat Project Area |
| Special Yarding Area | Other Roads | Reserve Area |
| Regeneration Cut Area-Ground Based | | |

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. Note: Boundaries of partial cut units and rights-of-ways (ROW) are painted orange and posted. Partial cut acres do not include existing roads or previously harvested patch cuts. Acres shown on Exhibit A for partial cut have been computed using a Trimble Geo 6000 GPS Unit.

Prepared By: csween

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Contract No.
ORS06-TS-2015.0102
Dutch Treat

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**.

SPECIES	ESTIMATED VOLUME OR QUANTITY (Units Specified)		PRICE PER UNIT	ESTIMATED VOLUME OR QUANTITY X UNIT PRICE
Douglas Fir	10,009.0	MBF	\$250.70	\$2,509,256.30
Red Alder	72.0	MBF	\$238.20	\$17,150.40
TOTALS	10,081.0	MBF		\$2,526,406.70

The apportionment of the total purchase price is as follows:

Unit 1 - 1

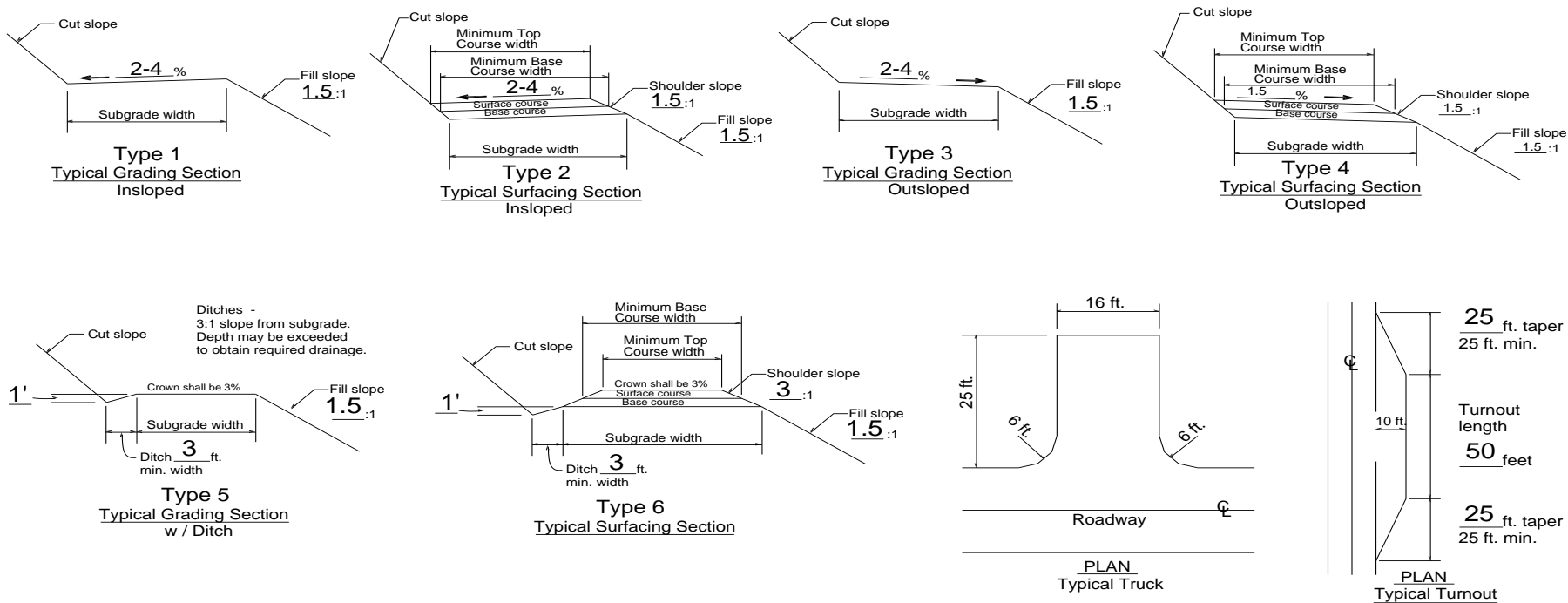
Douglas Fir	9,475.0 MBF	X	\$250.70	=	\$2,375,382.50
Red Alder	72.0 MBF	X	\$238.20	=	\$17,150.40
Total	9547.0 Mbf				\$2,392,532.90 ÷ 388.0 acres = \$6,166.32/Acre

Unit RW - RW

Douglas Fir	534.0 MBF	X	\$250.70	=	\$133,873.80
Total	534.0 Mbf				\$133,873.80 ÷ 10.0 acres = \$13,387.38/Acre

150: ROAD PLAN AND DETAIL SHEET

Road Number	Start Station or Milepost	End Station or Milepost	Total Length	Typical Cross Section	Min. Curve Radius	ROAD WIDTH		GRADIENT		SURFACING (*5)										Remarks	
						Subgrade	Ditch	Max. Favorable	Max. Adverse	BASE COURSE					SURFACE COURSE						
										Min. Width	Comp. Depth	Surface Type (*3)	Grading Size (*3)	Number of Lifts	Min. Width	Comp. Depth	Surface Type (*3)	Grading Size (*3)	Number of Lifts		
Spur A	0+00	29+32	29+32	3		14	0														New Construct. Construct Landing and Turnaround as marked.
Spur A1	0+00	6+13	6+13	3		14	0														New Construct. Construct Landing and Turnaround as marked.
Spur B	0.000	0.083	0.083	6		14	2										PRR	--			Renovation. Spread 20 CY Spot Rock as marked. Re-establish ditches, pile waste as WA.
Spur B1	0+00	13+34	13+34	3		14	0														New Construct. Construct Landing and Turnaround as marked. Deck trees removed on Private along road (Stations 0+00 - 5+05).
Spur C	0+00	5+39	5+39	3		14	0														New Construct. Construct Landing as marked. Deck trees removed on Private along road (Stations 0+00 - 1+45)
Spur D	0+00	9+60	9+60	6		14	2										PRR	--			Renovation. Spread 20 CY Spot Rock as marked. Re-establish ditches, pile waste at WA. Deck trees removed on Private along road.
Spur D	9+60	26+58	16+98	3		14	0														New Construct. Construct Landing and Turnaround as marked. Deck trees removed on Private along road (9+60 - 15+65).
Spur E	0+00	3+10	3+10	3		14	0														New Construct. Construct Landing as marked.
Spur F	0+00	2+83	2+83	3		14	0														Renovation. Cut and fill as needed to slacken grade.
Spur F	2+83	15+25	12+42	3		14	0														New Construct. Construct Landing and Turnaround as marked.
Spur G	0+00	1+30	1+30	3		14	0														New Construct. Construct Landing as marked.



- *NOTES**

 - Extra subgrade widths**
Add to each shoulder: 1 ft. for fills of 1-6 ft. and 2 ft. for fills over 6 ft. Widen the inside shoulder of curves as follow:
(See Road Plan Map, Exhibit C)
 - Backslopes**

Materials	Cut slopes	Fill slopes
Solid rock	1/4:1	Angle of repose
Soft rock and shale	1/2:1	
Common		
Slopes under 55%	1:1	1-1/2:1
Slopes over 55%	3/4:1	1-1/2:1

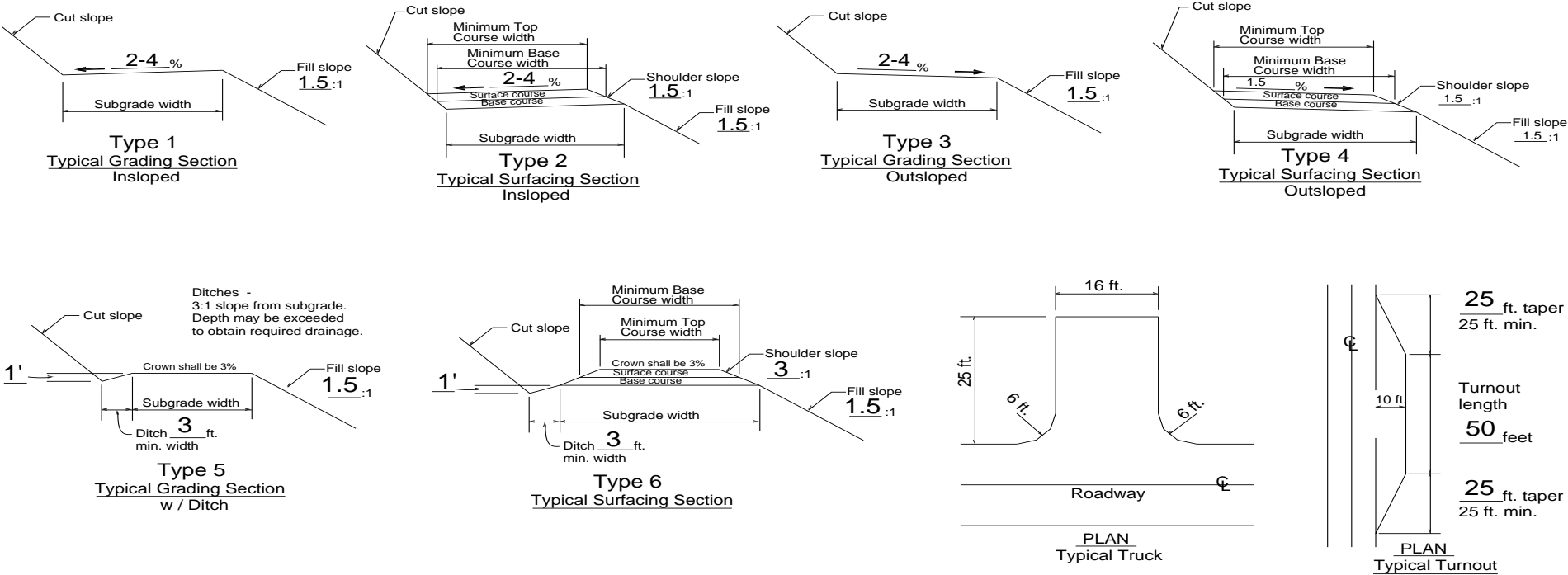
Note:
Full bench construction is required on side slopes exceeding 60%.
 - Surface type**

	Grading
PRR - Pit run rock	A - 3"
GRR - Grid rolled rock	B - 2"
SRN - Screened rock	C - 3" jaw run
JRR - Jaw run rock	
ABC - Aggr. base course	C - 1-1/2"
ASC - Aggr. surface course	D - 1"
WC - Wood chips	E - 3/4"
 - 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 750ft. apart.
 - Surfacing**
Turnouts, curve widening and road approach aprons shall be surfaced.
 - Clearing width**
See Section 200
 - As posted and painted for Right-of-Way:**
 - Drainage**
See Culvert List
 - Compaction**
See Sections 300 and 400

* Clearing Limits as posted on ground

150: ROAD PLAN AND DETAIL SHEET

Road Number	Start Station or Milepost	End Station or Milepost	Total Length	Typical Cross Section	Min. Curve Radius	ROAD WIDTH		GRADIANT		SURFACING (*5)										Remarks	
						Subgrade	Ditch	Max. Favorable	Max. Adverse	BASE COURSE					SURFACE COURSE						
										Min. Width	Comp. Depth	Surface Type (*3)	Grading Size (*3)	Number of Lifts	Min. Width	Comp. Depth	Surface Type (*3)	Grading Size (*3)	Number of Lifts		
3N-2-17.0	0.000	0.831	0.831	6		14	2											ASC	C		Renovation. Spread 30 CY Crushed Spot Rock as needed. Re-establish ditchline and haul material to WA.
3N-3-3.5	0.000	0.320	0.320	6		14	2											PRR	--		Renovation. Construct ditchouts as marked and needed. Spread 100 CY Spot Rock as needed. Re-establish ditchlines and haul material to WA.
3N-3-11.0	0.000	0.417	0.417	6		14	2											PRR	--		Renovation. Construct ditchouts as marked and needed. Spread 50 CY Spot Rock as marked and needed. Re-establish ditchline and haul material to WA.
3N-3-13.0	0.00	1.490	1.490	6		14	2											PRR	--		Renovation. Construct ditchouts as marked and needed. Spread 80 CY Spot Rock as marked and needed. Re-establish ditchline and haul material to WA.
3N-3-13.0	1.490	1.942	0.452	3		14	0														Renovation. Widen to the right for width (approx. 8 ft.) and remove sidecast (approx. 5 ft.). Haul material to waste area at MP 1.897. Construct a Turnaround at MP 1.897. Construct ditchouts as marked and needed.
3N-3-13.1	0.000	0.275	0.275	6		14	2											ASC	C		Renovation. Spread 20 CY Crushed Spot Rock as needed. Re-establish dichlines and haul material to WA.
3N-3-14.0	0.000	0.807	0.807	6		14	2											PRR	--		Renovation. Spread 100 CY Spot Rock as marked and needed. Construct ditchouts as marked and needed. Re-establish dichlines and haul mateial to WA.
3N-3-14.0	0.807	1.321	0.514	3		14	0														Renovation. Construct ditchouts as marked and needed. Re-establish ditchlines in through-cuts and haul material to WA. Trees within clearing limits are painted with "seafoam green" paint from MP 0.450 - 1.214.
3N-3-14.0	1.321	1.471	0.150	6		14	2														Renovation. Construct ditchouts as marked and needed. Widen road to the right for corner with 3N-3-3.5.



*NOTES

- Extra subgrade widths**
Add to each shoulder: 1 ft. for fills of 1-6 ft. and 2 ft. for fills over 6 ft. Widen the inside shoulder of curves as follow:
(See Road Plan Map, Exhibit C)
- Backslopes**

Materials	Cut slopes	Fill slopes
Solid rock	1/4:1	Angle of repose
Soft rock and shale	1/2:1	
Common		
Slopes under 55%	1:1	1-1/2:1
Slopes over 55%	3/4:1	1-1/2:1

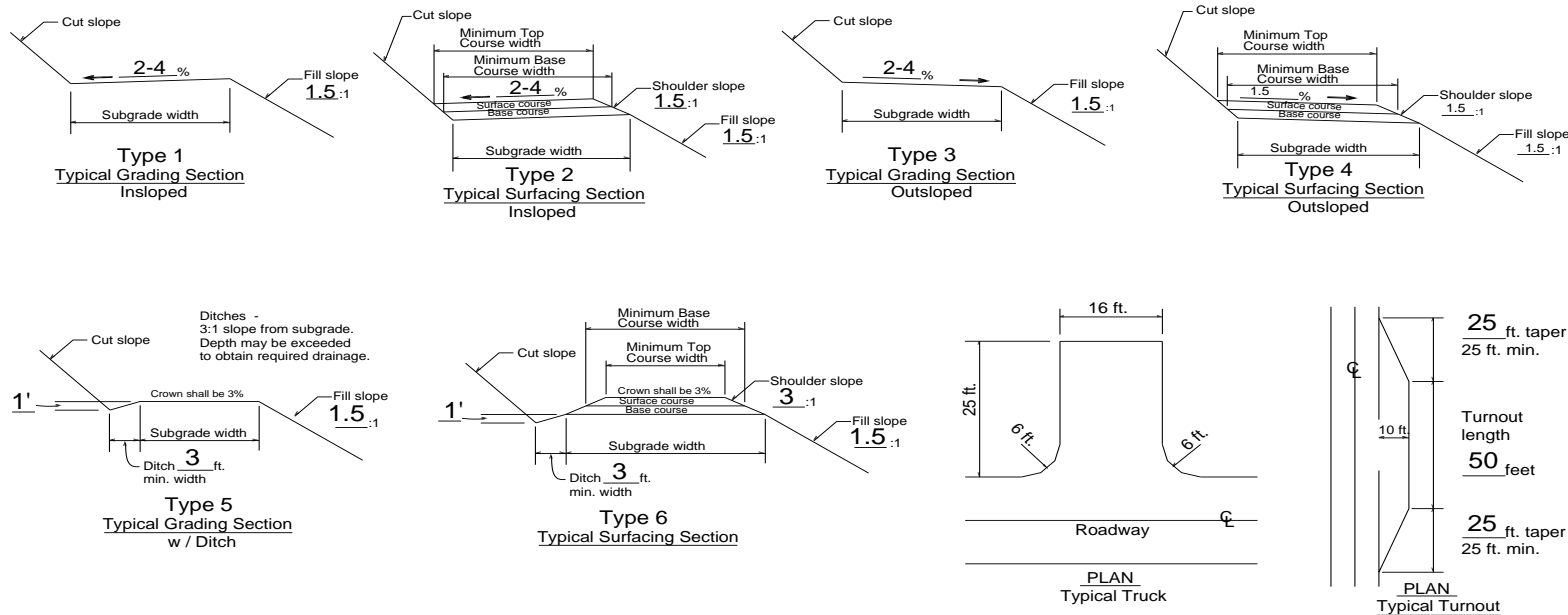
Note:
Full bench construction is required on side slopes exceeding 60%.
- Surface type**

	Grading	
PRR - Pit run rock	A - 3"	
GRR - Grid rolled rock	B - 2"	(base course)
SRN - Screened rock	C - 3" jaw run	
JRR - Jaw run rock		
ABC - Aggr. base course	C - 1-1/2"	
ASC - Aggr. surface course	D - 1"	(surface course)
WC - Wood chips	E - 3/4"	
- 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.
- Surfacing**
Turnouts, curve widening and road approach aprons shall be surfaced.
- Clearing width**
See Section 200.
- As posted and painted for Right-of-Way:
- Drainage**
See Culvert List
- Compaction**
See Sections 300 and 400

* Clearing Limits as posted on ground

150: ROAD PLAN AND DETAIL SHEET

Road Number	Start Station or Milepost	End Station or Milepost	Total Length	Typical Cross Section	Min. Curve Radius	ROAD WIDTH		GRADIANT		SURFACING (*5)										Remarks
						Subgrade	Ditch	Max. Favorable	Max. Adverse	BASE COURSE					SURFACE COURSE					
										Min. Width	Comp. Depth	Surface Type (*3)	Grading Size (*3)	Number of Lifts	Min. Width	Comp. Depth	Surface Type (*3)	Grading Size (*3)	Number of Lifts	
3N-2-13.7	0.000	0.655	0.655	6		14	2										ASC	C		Renovation. Spread 10 CY Crushed Spot Rock as needed. Construct ditchouts as marked and needed. Re-establish ditchline and haul material to WA.
3N-3-13.7	0.655	0.670	0.015	6		16	2			14'	12"	PRR	--	2						Renovation. Spread a 12" lift Pit-Run (approx. 58 CY). Install FISH Pipe-arch.
3N-3-13.7	0.670	1.266	0.596	6		14	2										PRR	--		Renovation. Spread 100 CY Spot Rock as needed. Construct ditchouts as marked and needed. Re-establish ditchlines and haul material to WA.
3N-3-14.1	0+00	5+88	5+88	6		14	2													Renovation. Construct ditchouts as marked and needed. Re-establish ditchline and haul material to WA. Block Rogue trails approaching road.
3N-3-14.1	5+88	6+66	0+78	6		16	2			14'	12"	PRR	--	2						Renovation. Spread a 12" lift Pit-Run (approx. 56 CY).
3N-3-14.1	6+66	14+05	7+39	6		14	2										PRR	--		Renovation. Construct ditchouts as marked and needed. Spread 50 CY Spot Rock as marked and needed. Re-establish ditchline and haul material to WA. Widen road to the right for curve (Sta. 6+66 - 7+89). Block Rogue mud trails approaching road.
3N-3-14.1	14+05	17+25	3+20	6		14	2			12'	8"	PRR	--	2						Renovation. Re-align road/widen to the left as marked. Utilize suitable material in subgrade and haul other material to waste area. Spread a 8" lift Pit-Run (approx. 130 CY). Construct ditchouts as marked and needed. Re-establish ditchline and haul material to WA. Block Rogue mud trails approaching road. Place concrete barricades around BPA tower.
3N-3-14.1	17+25	24+14	6+89	6		14	2										PRR	--		Renovation. Spread 90 CY Spot Rock. Construct ditchouts as marked and needed. Re-establish ditchline and haul material to WA. Block Rogue mud trails approaching road. Place concrete barricades around BPA tower. Construct a Turnaround and spread 30 CY Pit-Run @ Sta. 22+35.
Pisgah Home/Baconna	0.000	2.300	2.300	6		14	2										ASC	C		Renovation. Spread 50 CY Crushed Spot Rock as needed. Re-establish ditchline and haul material to WA.
Gunners Lakes/Pisgah LO	0.000	3.200	3.200	6		14	2										ASC	C		Renovation. Spread 80 CY Crushed Spot Rock as needed. Re-establish ditchline and haul material to WA.



***NOTES**

1. Extra subgrade widths
Add to each shoulder: 1 ft. for fills of 1-6 ft. and 2 ft. for fills over 6 ft. Widen the inside shoulder of curves as follow:
(See Road Plan Map, Exhibit C)

2. Backslopes

Materials	Cut slopes	Fill slopes
Solid rock	1/4:1	Angle of repose
Soft rock and shale	1/2:1	
Common		
Slopes under 55%	1:1	1-1/2:1
Slopes over 55%	3/4:1	1-1/2:1

Note:
Full bench construction is required on side slopes exceeding 60%.

3. Surface type

PRR - Pit run rock	A - 3"
GRR - Grid rolled rock	B - 2"
SRN - Screened rock	C - 3" jaw run
JRR - Jaw run rock	
ABC - Aggr. base course	C - 1-1/2"
ASC - Aggr. surface course	D - 1"
WC - Wood chips	E - 3/4"

4. 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 750ft. apart.

5. Surfacing
Turnouts, curve widening and road approach aprons shall be surfaced.

6. Clearing width
See Section 200.

7. As posted and painted for Right-of-Way:

8. Drainage
See Culvert List

10. Compaction
See Sections 300 and 400

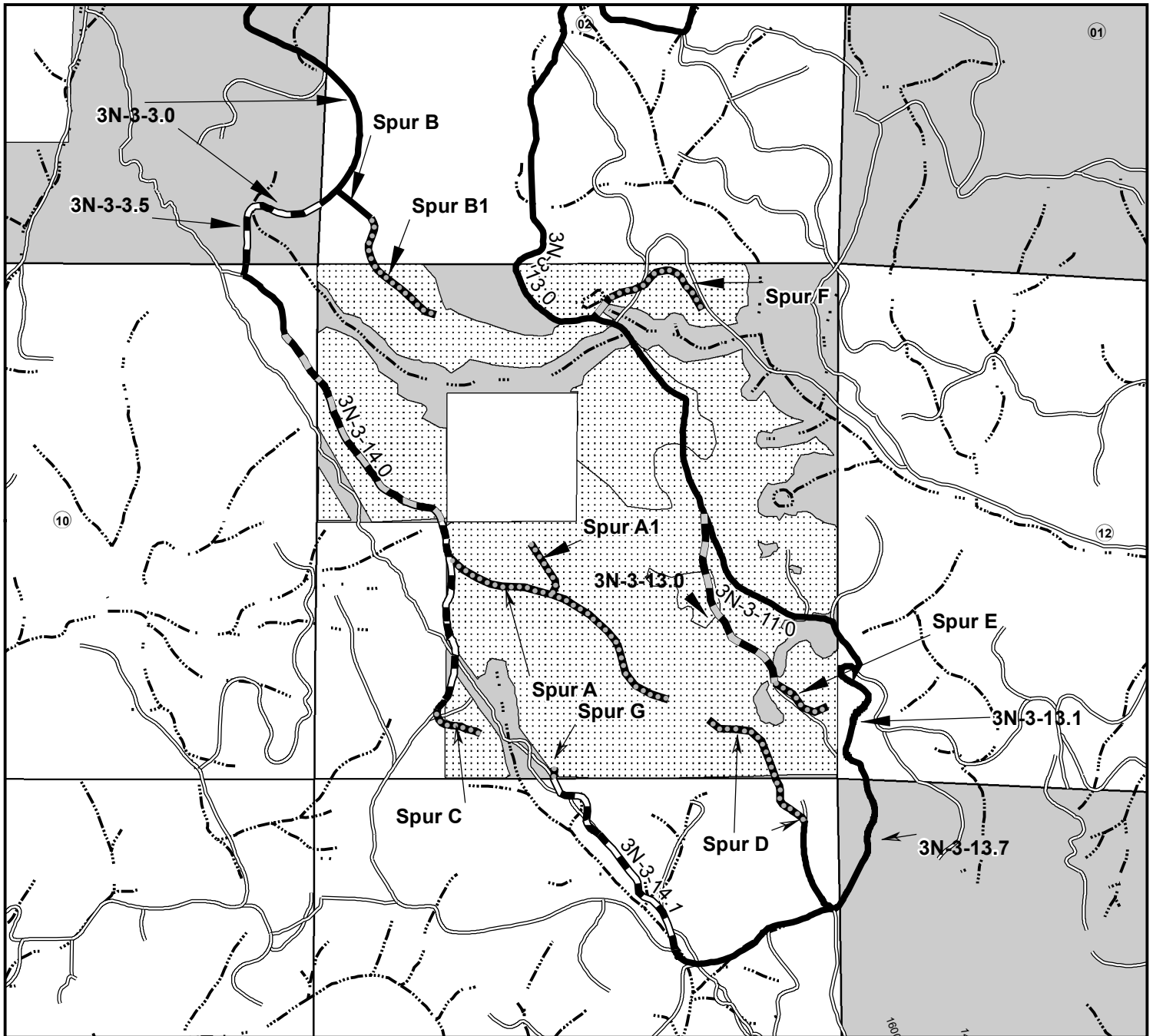
* Clearing Limits as posted on ground

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
ROAD PLAN MAP

Contract No. ORS06-TS-2015.0102
Dutch Treat Timber Sale
Exhibit C
Page 30 of 40

Date: 8/17/2015

T. 3N. R. 3W, Section 11 W. M. - SALEM DISTRICT - OREGON



0 750 1,500 3,000 4,500 Feet

Legend

1 inch = 1,500 feet

Road Activities

Road Activity, Proposed road surface, Final road closure status

- Natural surface road to be constructed-Decommission after use
- Existing natural surface road to be renovated-Decommission after use
- Existing rock surface road to be renovated
- Existing rock surfaced road to be renovated-Stabilize after use
- Dutch Treat project area

— Other Roads

--- Streams



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. Note: Boundaries of partial cut units and rights-of-ways (ROW) are painted orange and posted. Partial cut acres do not include existing roads or previously harvested patch cuts. Acres shown on Exhibit A for partial cut have been computed using a Trimble Geo 6000 GPS Unit.

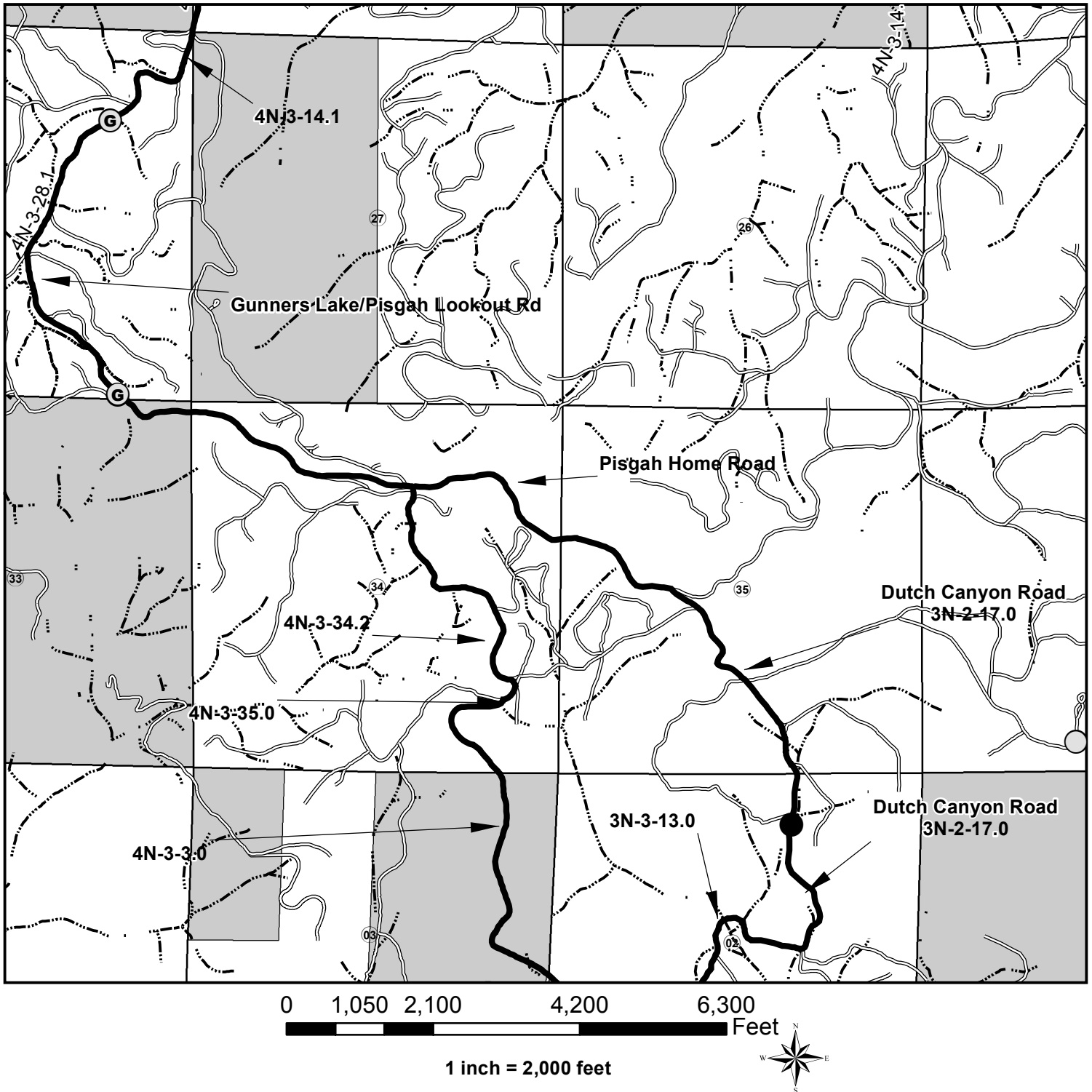
Prepared By: csween

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
ROAD PLAN MAP

Contract No. ORS06-TS-2015.0102
Dutch Treat Timber Sale
Exhibit C
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Date: 8/17/2015

T. 3N. R. 3W, Section 11 W. M. - SALEM DISTRICT - OREGON



Legend

G Closure Devices

Road Activities

Road Activity, Proposed road surface, Final road closure status

— Existing rock surface road to be renovated

— Other Roads

--- Streams

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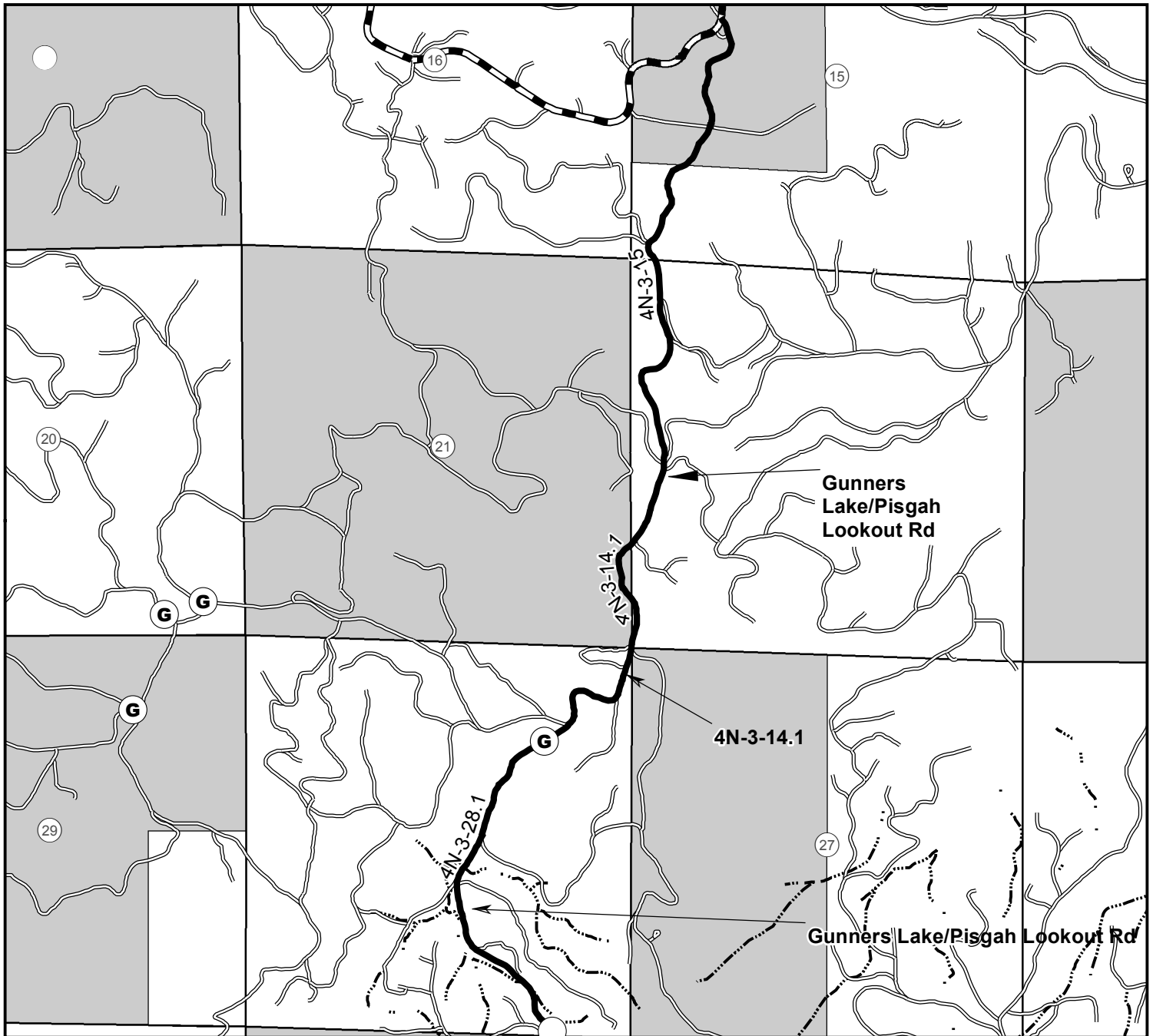
Prepared By: csween

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
ROAD PLAN MAP

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Date: 8/11/2015

T. 3N. R. 3W, Section 11 W. M. - SALEM DISTRICT - OREGON








0 1,050 2,100 4,200 6,300 Feet

1 inch = 2,000 feet



Legend

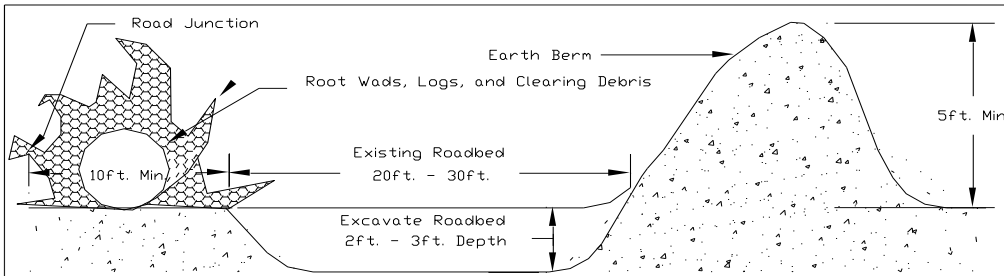
-  Closure Devices
-  Existing rock surface road to be renovated
-  Scappoose Vernonia Hwy
-  Other Roads
-  Streams

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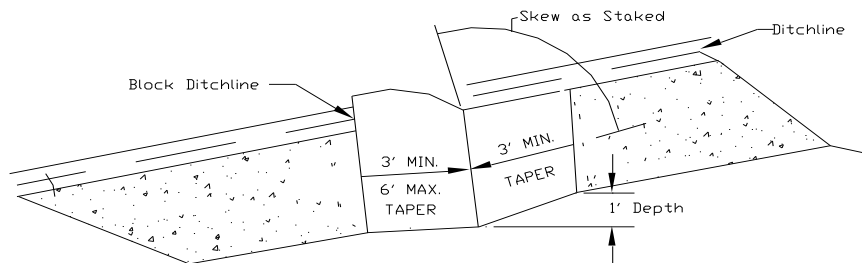
Prepared By: csween

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SALEM DISTRICT OFFICE - OREGON

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



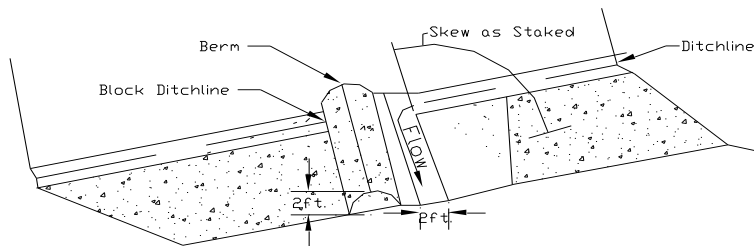
EARTH BARRICADE CONSTRUCTION



DRIVABLE WATERBAR CONSTRUCTION

NOTE:

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

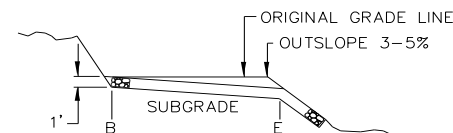
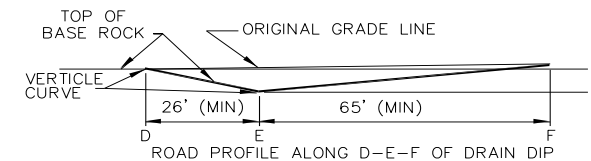
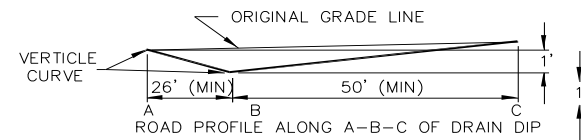
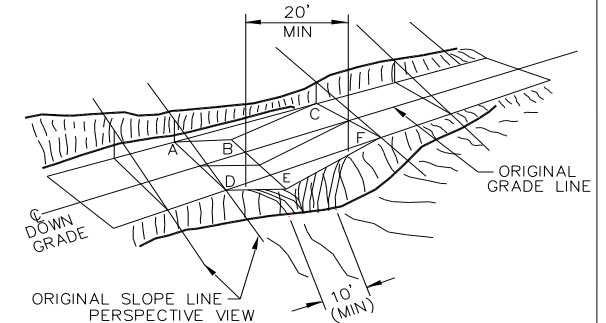


NON-DRIVABLE WATERBAR CONSTRUCTION

WATER DIP DETAIL

Not to Scale

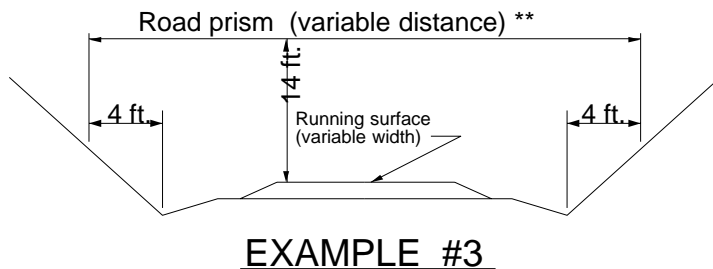
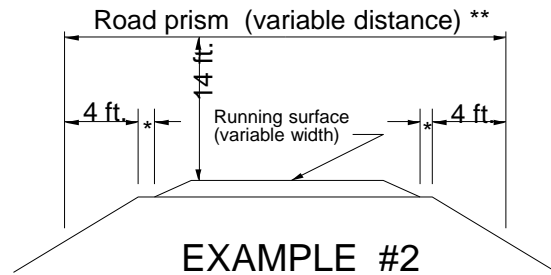
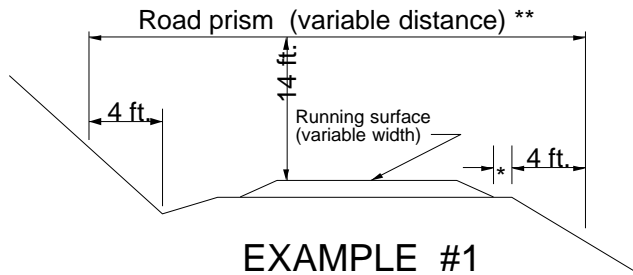
NOTE: PLAN OF DIP SHOWN IS FOR OUTSLOPED ROLLING DIP, DIPS MAY BE EITHER INSLOPED OR OUTSLOPED. WHEN INSLOPED, DIPS SHALL DISCHARGE INTO A CULVERT, DROP INLET, OR OVERSIDE DRAIN, OR DRAINAGE DITCH. WHEN OUTSLOPED, THEY SHALL DISCHARGE INTO AN OVERSIDE DRAIN OR ON TO NATURAL GROUND. THE MINIMUM CROSS GRADE FROM "B" TO "E" IS 4% GREATER THAN THE ORIGINAL ROAD GRADE. SKEW LINE B-E TO FIT LOW POINT IN DRAW, IF LOCATED IN NATURAL DRAIN.



ROCK SPILL APRON 15' WIDE WITH MATERIAL AS SHOWN ON SCHEDULE OF ITEMS TO TOE OF FILL.

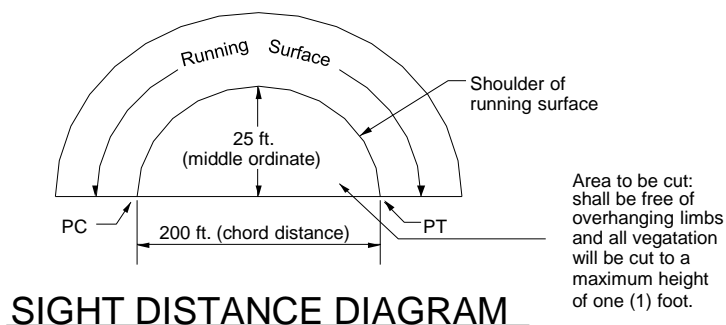
U.S. DEPT. OF THE INTERIOR
Bureau of Land Management
SALEM DISTRICT OFFICE - OREGON

BRUSHING DETAILS



(NO SCALE)

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

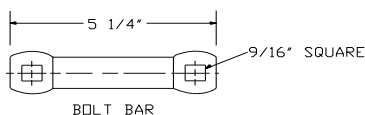
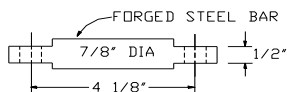
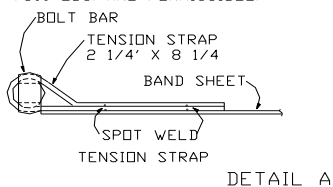


SIGHT DISTANCE DIAGRAM

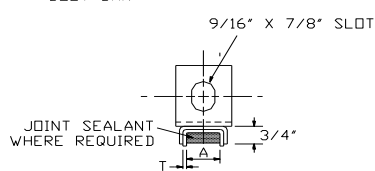
CULVERT LOCATIONS											ROCK			REMARKS *6				
DESIGNED *2							DOWNSPOUT *4				AS BUILT						RIP RAP (GRADING)	
														(a)		(b)		
Road #	Sta./ M.P	SIZE	GAGE	LENGTH	CULVERT GRADE	INSTALL TYPE *3	SIZE	TYPE	LENGTH	TYPE OF ELBOW *5	SIZE	GAGE	LENGTH	INLET	OUTLET	Structure inside pipe		
3N-3-13.7	0.625	18"	--	48'	--	--	--	--	--	--	--	--	--	--	--	--	Replace Existing. Construct lead-off ditch at outlet.	
3N-3-13.7	0.665	87"x 63"	12	48'	1%	--	--	--	--	--	--	--	--	20	20	10	Replace Existing with Fish Pipe-Arch. Beaver Ponds @inlet and outlet. Countersink outlet 2' and inlet 2.5' below average stream bottom. Inlet is to be stepped at 3' and then beveled at 1:1. Corrugations are 3"x1". Bands are to be no less than 24" wide (16 gage). Gaskets are to be used. Place 50 CY Crushed Bedding/Backfill. Place 50 CY Pit-Run Base/Backfill rock. Place Class 5 RipRap @ inlet and outlet as fill armor. Hand Place Class 3 RipRap inside pipe to help with material loading.	
3N-3-13.7	0.730	18"	--	30'	--	--	--	--	--	--	--	--	--	--	5	--	New Install.	
3N-3-14.1	6+35	36"	16	40'	1%	--	--	--	--	--	--	--	--	10	10	--	Replace existing. Beaver Ponds @inlet and outlet. Inlet is to be beveled at 1:1. Place 20 CY Crushed Bedding/Backfill. Place 30 CY Pit-Run Base/Backfill Rock. Place Class 5 RipRap @ inlet and outlet as fill armor.	
	Gage Chart			<div>1. Designed culvert lengths and locations are approximate.</div> <div>*2. all culverts have 2 2/3" x 1/2" unless otherwise noted.</div> <div>*4. Downspout Types</div> <div>1) Full</div> <div>2) Half</div> <div>3) Flume</div> <div>*** Downspouts shall be CPP, Type C (single wall).</div> <div>*6. Include special sections, structures, headwalls, footings & other data.</div> <div>**** Corrugated plastic pipe (CPP), Type S (double wall) shall be used for culvert sizes 24" and smaller. All larger culverts shall be aluminized steel. Culverts 20' in length or smaller shall be one piece (no joints). No Culvert piece shall be shorter than 6 foot. Minimization of banding is required.</div>														
	Gage	Dec. Inches																
		Steel	Alum.															
		10	.138															.135
		12	.109															.105
		14	.079															.075
	16	.064	.060															

U.S. DEPT. OF THE INTERIOR
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SALEM DISTRICT OFFICE - OREGON
CULVERT BAND DETAILS

NOTE:
DESIGN VARIATIONS IN FASTENERS,
(STRAPS, BARS & WELDS) WHICH
PROVIDE A TENSILE STRENGTH OF
7500 LBS. ARE PERMISSIBLE.



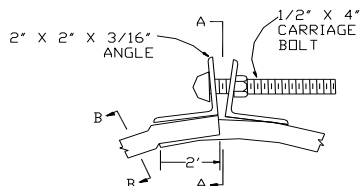
TENSION STRAP
AND BOLT BAR.
SEE DETAIL A



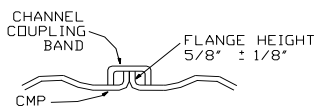
DIMENSIONS IN INCHES

T	A	PIPE WALL THICKNESS
.079	3/4	.109 OR LIGHTER
.109	1	.138 OR HEAVIER

SECTION A-A

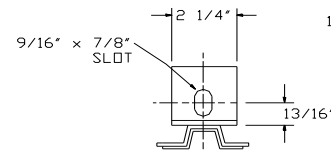


NOTE:
AS AN ALTERNATE TO SWEDGE, AN
OVERSIZE BRIDGE CLIP MAY BE USED.

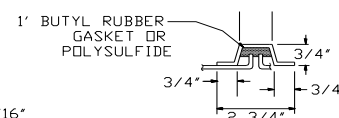
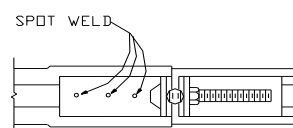


SECTION B-B

CHANNEL
BAND
COUPLER



SECTION C-C

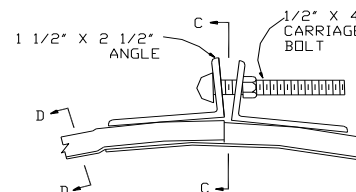


FLANGE HEIGHT
5/8\"/>

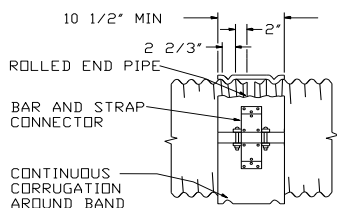
O-RING GASKET
WHEN REQUIRED

SECTION D-D

SHOWN WITH ALTERNATE TYPES
OF JOINT SEALERS



FLANGED END COUPLER



STANDARD CONSTRUCTION IS 1 PIECE 12\"/>

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

GASKETS AND "HUGGER" TYPE BANDS, OR AN APPROVED EQUIVALENT COUPLER, SHALL BE INSTALLED INSTALLED ON ALL 48\"/>

"HUGGER" COUPLER BANDS

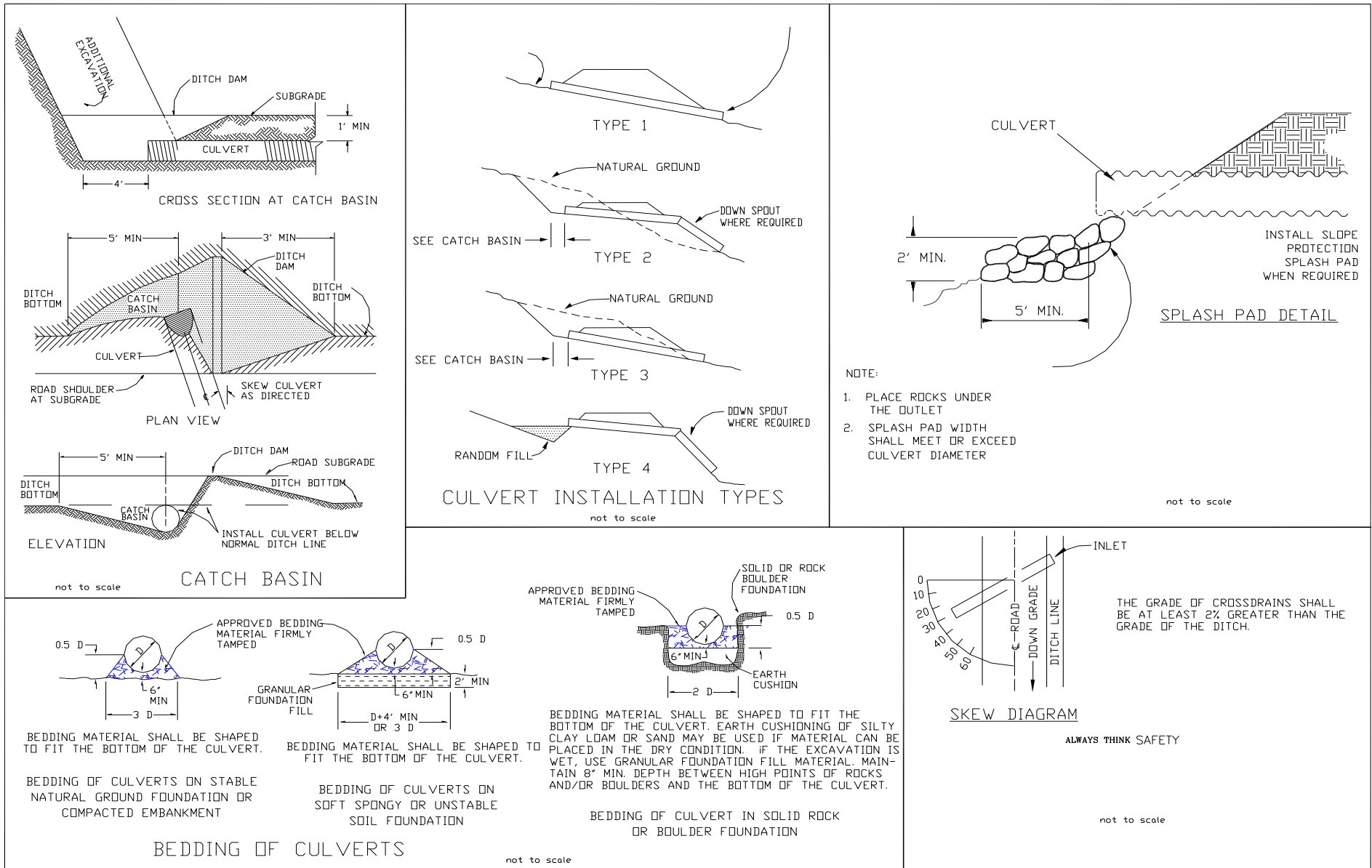
STANDARD COUPLER BANDS

CORRUGATED								
CULVERT SIZE INCHES	STD. ANNULAR		HELICAL		3' x 1'		6' x 1'	
	WIDTH	NO. OF BOLTS	WIDTH	NO. OF BOLTS	WIDTH	NO. OF BOLTS	WIDTH	NO. OF BOLTS
UNDER 18	7	2	7	2				
18 TO 54	12	3	12	3	14	3	18	3
OVER 54	24	5	24	5	24	5	24	4

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

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

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



ROCK VOLUMES TOTALS

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

ROAD SEGMENT:			MILEAGE: 0.000 to 0.320				
Application	Rock Size and Type	Location/Number	Compacted Depth	Volume per Station/Item (CY)	Approx. Total (CY)	Curve Widening (CY)	Summary Totals
Road Rock	Pit-Run	Spot Rock	---	---	---	---	100

ROAD SEGMENT:			MILEAGE: 0.000 to 0.417				
Application	Rock Size and Type	Location	Compacted Depth	Volume per Station/Item (CY)	Approx. Total (CY)	Curve Widening (CY)	Summary Totals
Road Rock	Pit-Run	Spot Rock	---	---	---	---	50

ROAD SEGMENT:			MILEAGE: 0.000 to 1.942				
Application	Rock Size and Type	Location/Number	Compacted Depth	Volume per Station/Item (CY)	Approx. Total (CY)	Curve Widening (CY)	Summary Totals
Road Rock	Pit-Run	Spot Rock	---	---	---	---	80

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

ROAD SEGMENT:			MILEAGE: 0.000 to 1.266				
Application	Rock Size and Type	Location/Number	Compacted Depth	Volume per Station/Item (CY)	Approx. Total (CY)	Curve Widening (CY)	Summary Totals
Road Rock	Pit-Run	Spot Rock	---	---	---	---	100
Road Rock	1-1/2"-0"	Spot Rock	---	---	---	---	10
Culverts	Pit-Run	Base/Backfill	---	---	---	---	50
Culverts	1-1/2"-0"	Bedding/Backfill	---	---	---	---	50
Road Rock	Pit-Run	MP 0.655 - 0.670	12"	72	58	---	58
Fill Armor Inlet	RipRap: Class 5	MP 0.665	---	---	---	---	20
Fill Armor Outlet	RipRap: Class 5	MP 0.665	---	---	---	---	20
Scattered Inside Pipe	RipRap: Class 3	MP 0.665	---	---	---	---	10

ROCK VOLUMES TOTALS

ROAD SEGMENT:			3N-3-14.0				
			MILEAGE: 0.000 to 1.471				
Application	Rock Size and Type	Location	Compacted Depth	Volume per Station/Item (CY)	Approx. Total (CY)	Curve Widening (CY)	Summary Totals
Road Rock	Pit-Run	Spot Rock	---	---	---	---	100

ROAD SEGMENT:			3N-3-14.1				
			STATION: 0+00 to 24+14				
Application	Rock Size and Type	Location/Number	Compacted Depth	Volume per Station/Item (CY)	Approx. Total (CY)	Curve Widening (CY)	Summary Totals
Road Rock	Pit-Run	Spot Rock	---	---	---	---	140
Culverts	Pit-Run	Base/Backfill	---	---	---	---	30
Road Rock: Turnaround	Pit-Run	22+35	8"	---	30	---	30
Road Rock	Pit-Run	Sta. 5+88 - 6+66	12"	72	56	---	56
Road Rock	Pit-Run	Sta. 14+05 - 17+25	8"	40	128	2	130
Culverts	1-1/2"-0"	Bedding/Backfill	---	---	---	---	20
Fill Armor Outlet	RipRap: Class 5	Sta. 6+35	---	---	---	---	10
Fill Armor Inlet	RipRap: Class 5	Sta. 6+35	---	---	---	---	10

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

ROAD SEGMENT:			Pisgah Home/Baconna				
			MILEAGE: 0.000 to 2.300				
Application	Rock Size and Type	Location/Number	Compacted Depth	Volume per Station/Item (CY)	Approx. Total (CY)	Curve Widening (CY)	Summary Totals
Road Rock	1-1/2"-0"	Spot Rock	---	---	---	---	50

ROAD SEGMENT:			Spur B				
			MILEAGE: 0.000 to 0.083				
Application	Rock Size and Type	Location/Number	Compacted Depth	Volume per Station/Item (CY)	Approx. Total (CY)	Curve Widening (CY)	Summary Totals
Road Rock	Pit-Run	Spot Rock	---	---	---	---	20

ROAD SEGMENT:			Spur D				
			STATION: 0+00 to 26+58				
Application	Rock Size and Type	Location/Number	Compacted Depth	Volume per Station/Item (CY)	Approx. Total (CY)	Curve Widening (CY)	Summary Totals
Road Rock	Pit-Run	Spot Rock	---	---	---	---	20

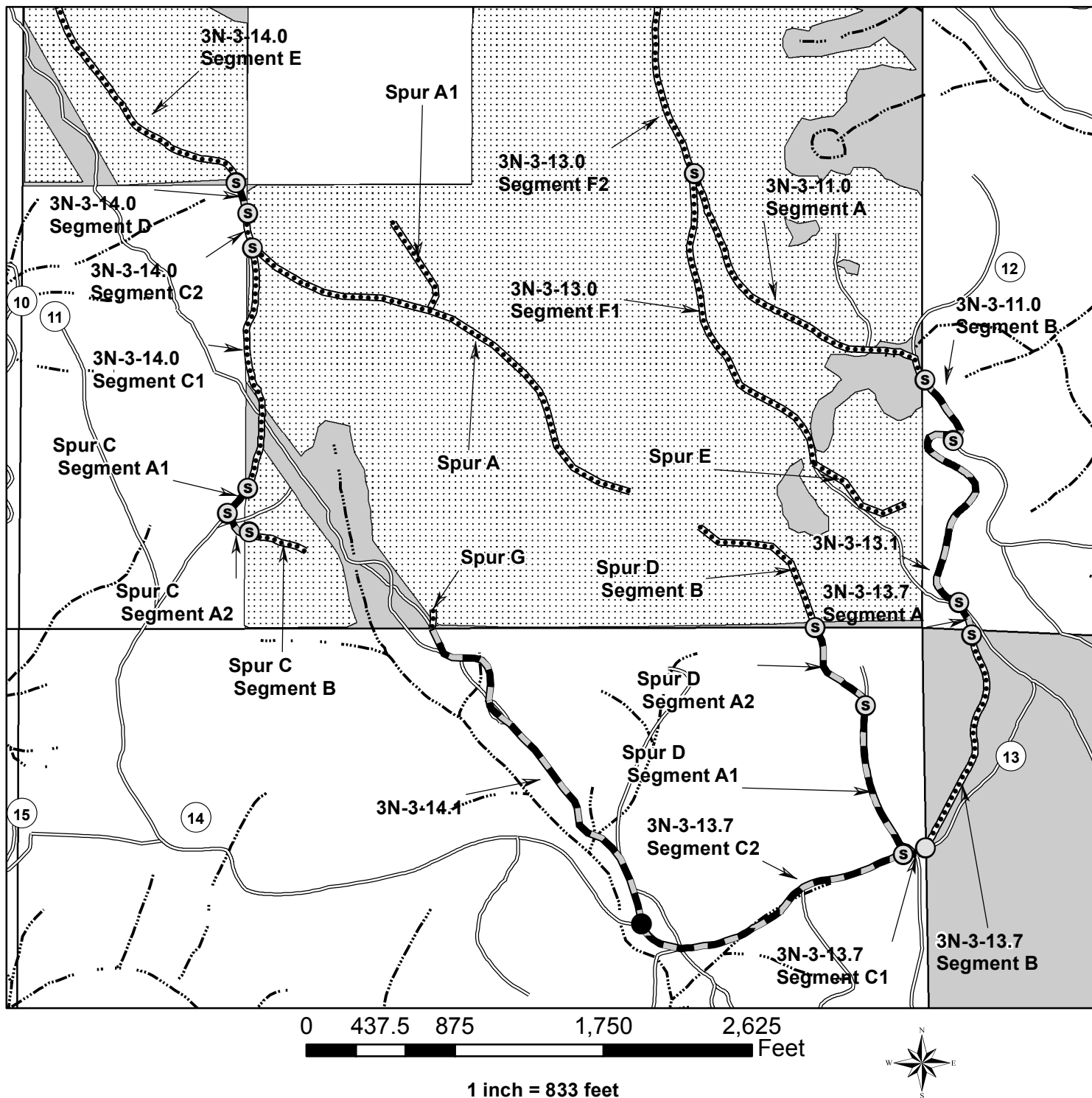
United States Department of the Interior
BUREAU OF LAND MANAGEMENT
MAINTENANCE AND ACCESS MAP

Contract No. ORS06-TS-2015.0102
Dutch Treat Timber Sale
Exhibit E

Page 1 of 4

Date: 8/17/2015

T. 3N. R. 3W, Section 11 W. M. - SALEM DISTRICT - OREGON



Legend

- | | |
|--|------------------------------|
| Ⓢ Road Segment Breaks | ----- Streams |
| ▬▬▬ BLM controlled road- Purchaser maintenance | ▨▨▨ Dutch Treat Project Area |
| ▬▬▬ Privately controlled road- Purchaser maintenance | ■ BLM Land |
| ▬ Other Roads | |

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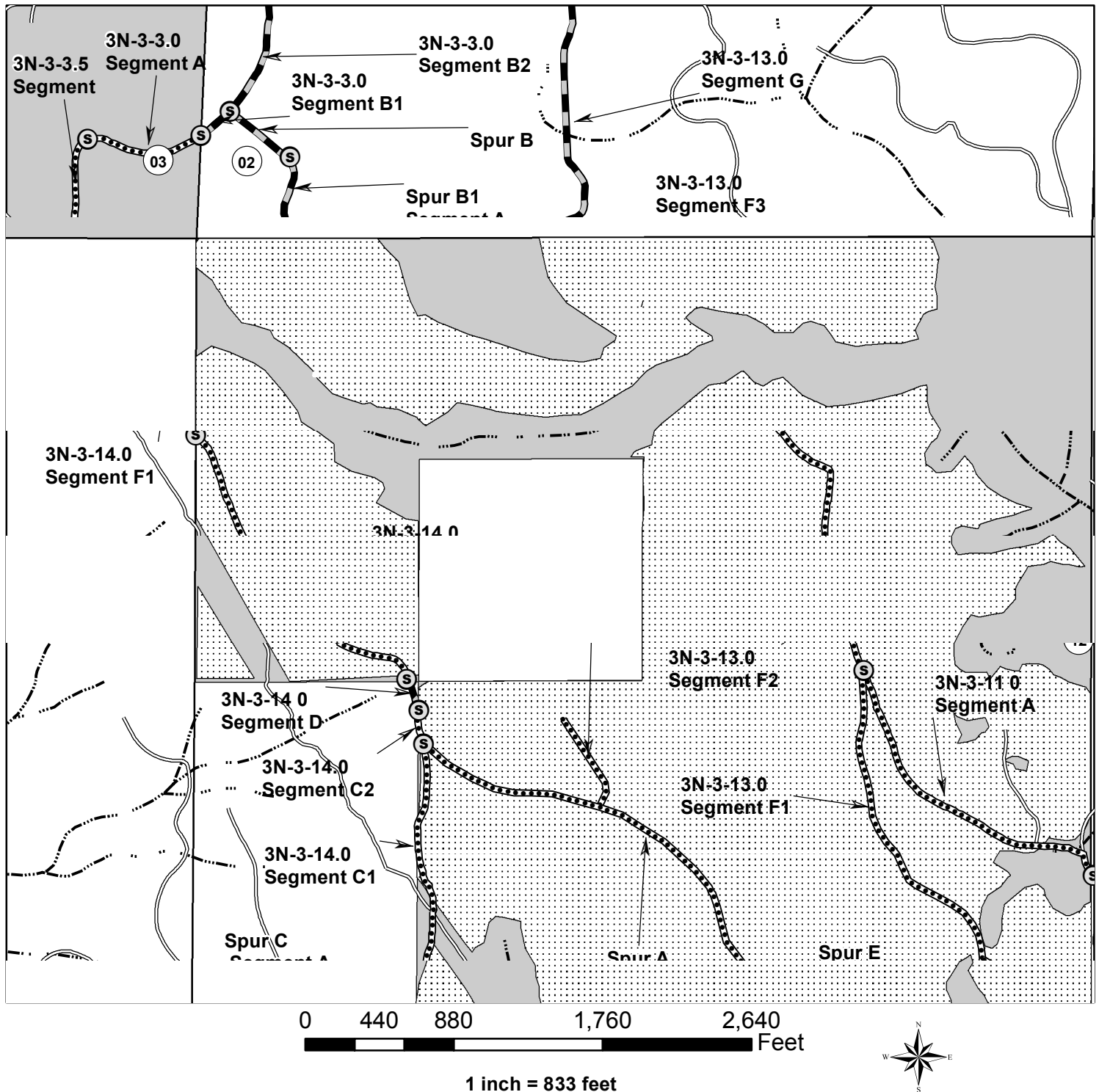
United States Department of the Interior
BUREAU OF LAND MANAGEMENT
MAINTENANCE AND ACCESS MAP

Contract No. ORS06-TS-2015.0102
Dutch Treat Timber Sale
Exhibit E

Page 2 of 4

Date: 8/17/2015

T. 3N. R. 3W, Section 11 W. M. - SALEM DISTRICT - OREGON



Legend

- Road Segment Breaks
- BLM controlled road- Purchaser maintenance
- Privately controlled road- Purchaser maintenance
- Other Roads
- Streams
- Dutch Treat Project Area
- BLM Land

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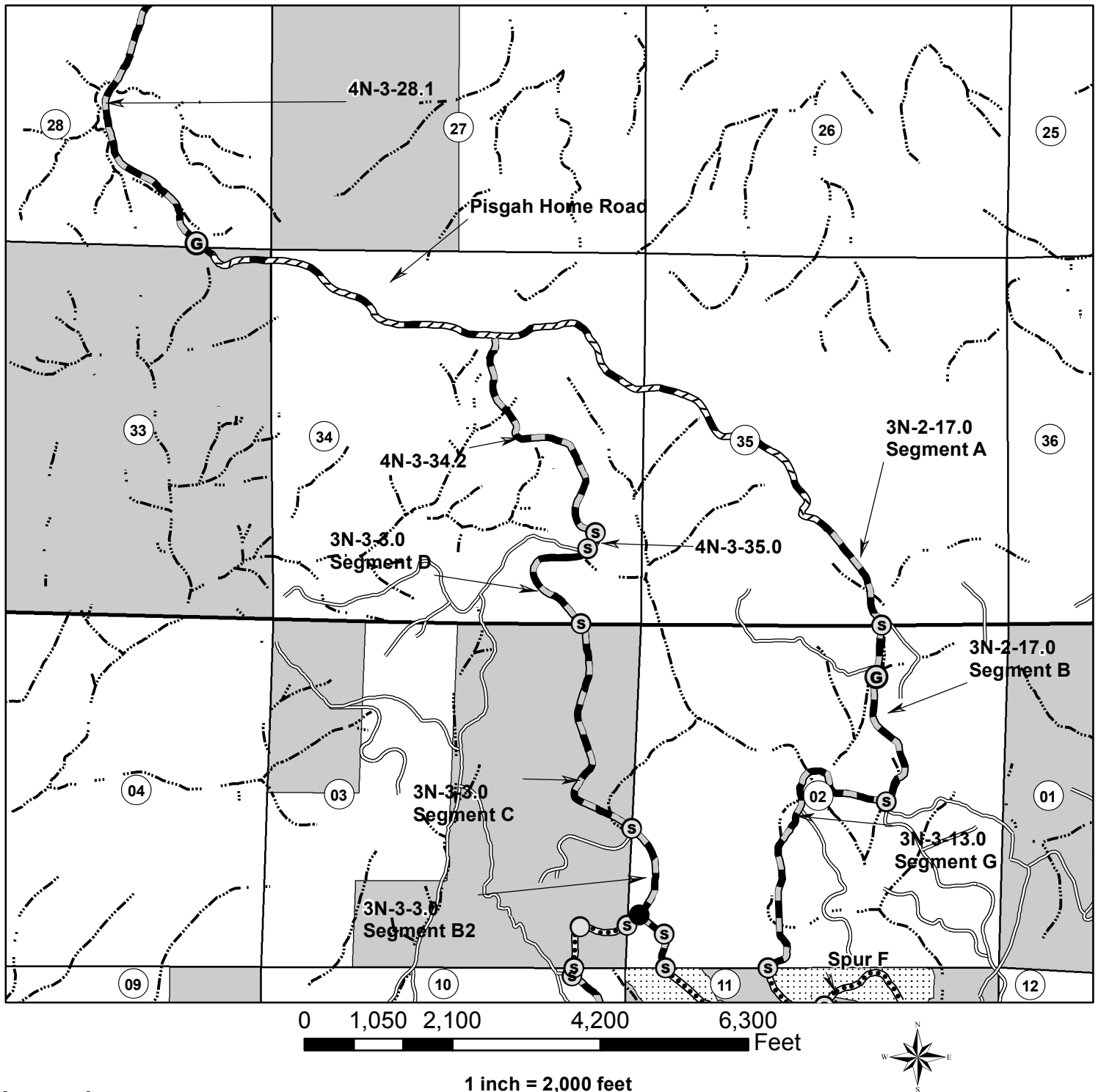
United States Department of the Interior
BUREAU OF LAND MANAGEMENT
MAINTENANCE AND ACCESS MAP

Contract No. ORS06-TS-2015.0102
Dutch Treat Timber Sale
Exhibit E

Page 3 of 4

Date: 8/17/2015

T. 3N. R. 3W, Section 11 W. M. - SALEM DISTRICT - OREGON



Legend

- ⓐ Gates
- Ⓢ Road Segment Breaks
- ▬▬▬ BLM controlled road- Purchaser maintenance
- ▬▬▬ County controlled road- Purchaser maintenance
- ▬▬▬ Privately controlled road- Purchaser maintenance
- ▬▬▬ Other Roads
- ▬▬▬ Streams
- ▬▬▬ Dutch Treat Project Area
- ▬▬▬ BLM Land

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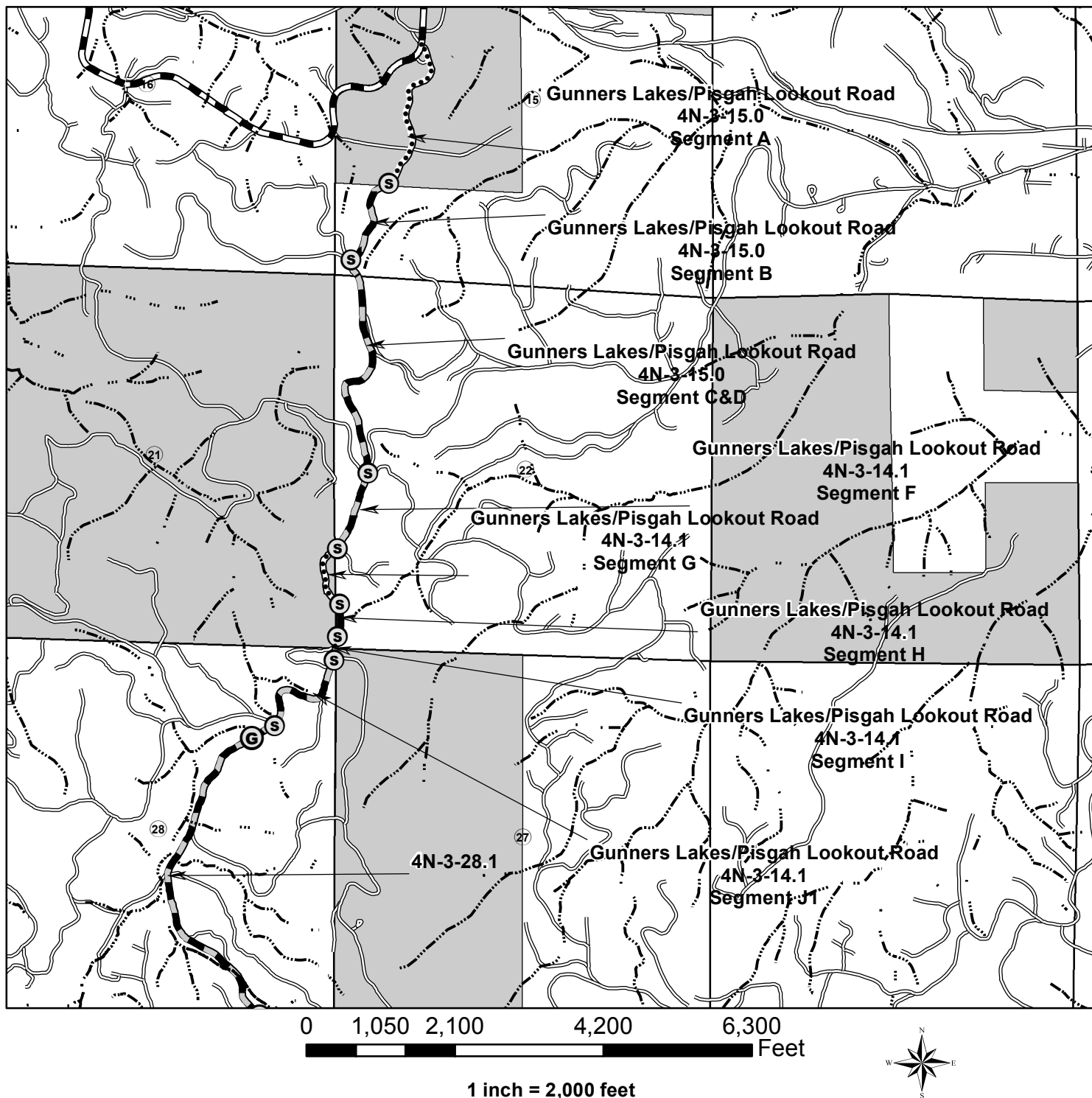
United States Department of the Interior
BUREAU OF LAND MANAGEMENT
MAINTENANCE AND ACCESS MAP

Contract No. ORS06-TS-2015.0102
Dutch Treat Timber Sale
Exhibit E

Page 4 of 4

Date: 8/17/2015

T. 3N. R. 3W, Section 11 W. M. - SALEM DISTRICT - OREGON



Legend

- Gates
- Road Segment Breaks
- Scappoose Vernonia Hwy
- BLM controlled road- Purchaser maintenance
- Privately controlled road- Purchaser maintenance

- Other Roads
- BLM Land
- Streams

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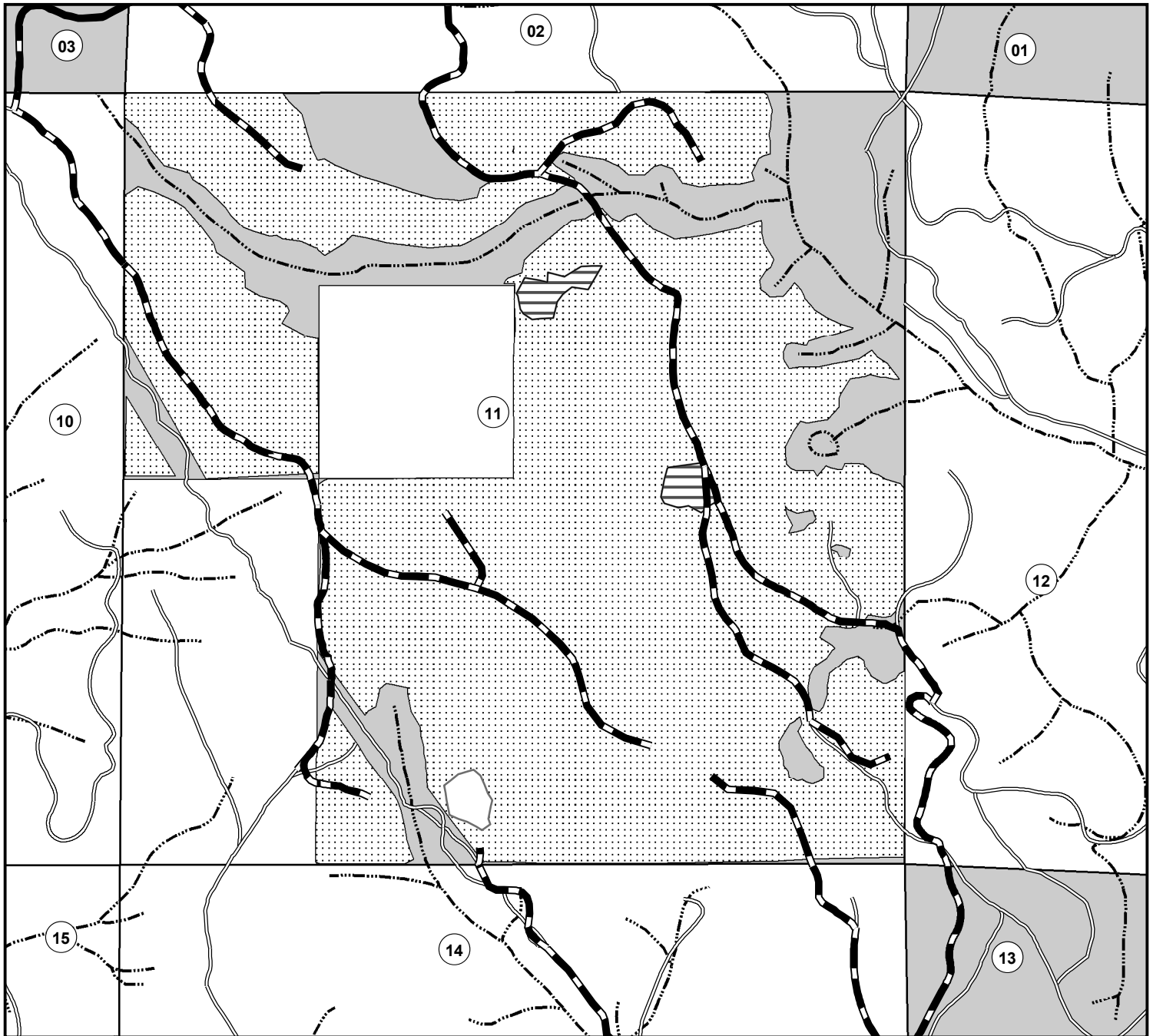
Prepared By: csween

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
FIRE AND FUELS MAP

Contract No. ORS06-TS-2015.0102
Dutch Treat Timber Sale
Exhibit F
Page 1 of 1

Date: 8/14/2015

T. 3N. R. 3W, Section 11 W. M. - SALEM DISTRICT - OREGON



0 500 1,000 2,000 3,000 Feet

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



Legend

- Other Roads
- ▬ Dutch Treat Project Roads
- ▤ Sales (ignores road right of ways)
- ▨ Logging residue reduction area
- Streams

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Prepared By: csween

LOGGING RESIDUE REDUCTION

a. Immediately upon completion of harvest on any individual units, logging slash at all landings shall be machine piled and site preparation that includes slashing, lopping, hand piling, and covering in the areas shown on Exhibit F will be treated as follows:

SITE PREPARATION

The Authorized Officer shall notify the Purchaser of the date work is to begin. Work shall begin within ten (10) days of such date. A pre-work meeting prior to startup of the site preparation will be required. Slashing, lopping, hand pile construction and covering of hand piles shall be completed as follows:

CONSTRUCTION AND COVERING OF LANDING PILES

1. Within thirty (30) feet (horizontal distance) of the edge of each landing, tops, and other activity generated woody debris shall be piled for burning and covered within fifteen (15) days of the removal of yarding equipment from the landing area.
2. Landing piles should be located as far as possible from green trees, to minimize damage.
3. Landing piles should be free of dirt and other non-wood debris, constructed as compactly as possible, with an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels.
4. The total surface area of each pile shall be covered at least seventy-five percent (75%) with four (4) mil. (0.004) inch thick black plastic. The plastic shall be oriented southwest to northeast. Placement of the plastic shall start two (2) feet above the ground at the southwest side of each pile and extend over the top and go one-quarter (1/4) the distance to the ground on the opposite northeast side. Woody debris shall then be placed on top of the plastic so that both sides and the middle are held in place during strong wind conditions.
5. No landing debris shall be dozed off the landing and covered with dirt.
6. If landing debris is minimal and determined by the Authorized Officer to not be a major fire hazard, the debris should be removed from the landing area and scattered on yarding corridors or skid trails to a depth not to exceed six (6) inches, as directed by the Authorized Officer.

SLASHING AND LOPPING

7. Slashing and lopping shall be completed in all areas designated for hand piling. All standing woody vegetation (brush), whips, and designated trees over one (1) foot in height shall be felled (slashed) and lopped into six (6) foot or smaller lengths in areas shown on Exhibit G. Designated trees to be slashed include Douglas-fir, grand fir, and noble fir.

8. All logging slash and slashed woody vegetation that is greater than six (6) feet in length and between one (1) inch and six (6) inches in diameter shall be lopped. Larger material which has a portion meeting this specification must be bucked at the six (6) inch diameter.

9. All woody vegetation, whips, and designated trees shall be completely severed from the stump(s). Stump height shall not exceed six (6) inches measured on the uphill side.

10. All Western redcedar, Western hemlock, and red alder trees shall be reserved and undamaged.

CONSTRUCTION AND COVERING OF HAND PILES

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

12. All hand piles should have the slashed limbs, logs, and slashed woody vegetation placed parallel in the pile and should be constructed as compactly as possible with an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels. Piles shall be no larger than ten (10) feet in diameter, nor taller than six (6) feet unless otherwise directed by the Authorized Officer. Hand piles should be placed so that no pile is closer than fifteen (15) feet from the bole of retained green trees or snags; however when bigleaf maple stumps are located closer than twenty-five (25) feet from retained green trees hand piles should be placed on top of the bigleaf maple stumps regardless of spacing. When constructing hand piles on top of bigleaf maple stumps, the piles should be as large as possible to ensure that the stumps and sprouts are completely covered during burning, but not so large as to affect the retained green trees. Hand piles should not be placed in stream channels or on roads.

13. The total surface area of each pile shall be covered at least seventy-five percent (75%) with four (4) mil. (0.004) inch thick black plastic. The plastic shall be oriented southwest to northeast. Placement of the plastic shall start two (2) feet above the ground at the southwest side of each pile and extend over the top and go one-quarter (1/4) the distance to the ground on the opposite northeast side. Woody debris shall then be

placed on top of the plastic so that both sides and the middle are held in place during strong wind conditions.

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

PRESCRIBED BURNING

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

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

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

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

All listed tools and equipment shall be in good usable condition. All power-driven equipment shall be fully fueled and available for immediate use. During periods of use under this

subsection, the Purchaser shall provide fuel and maintenance for all such power-driven equipment.

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

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

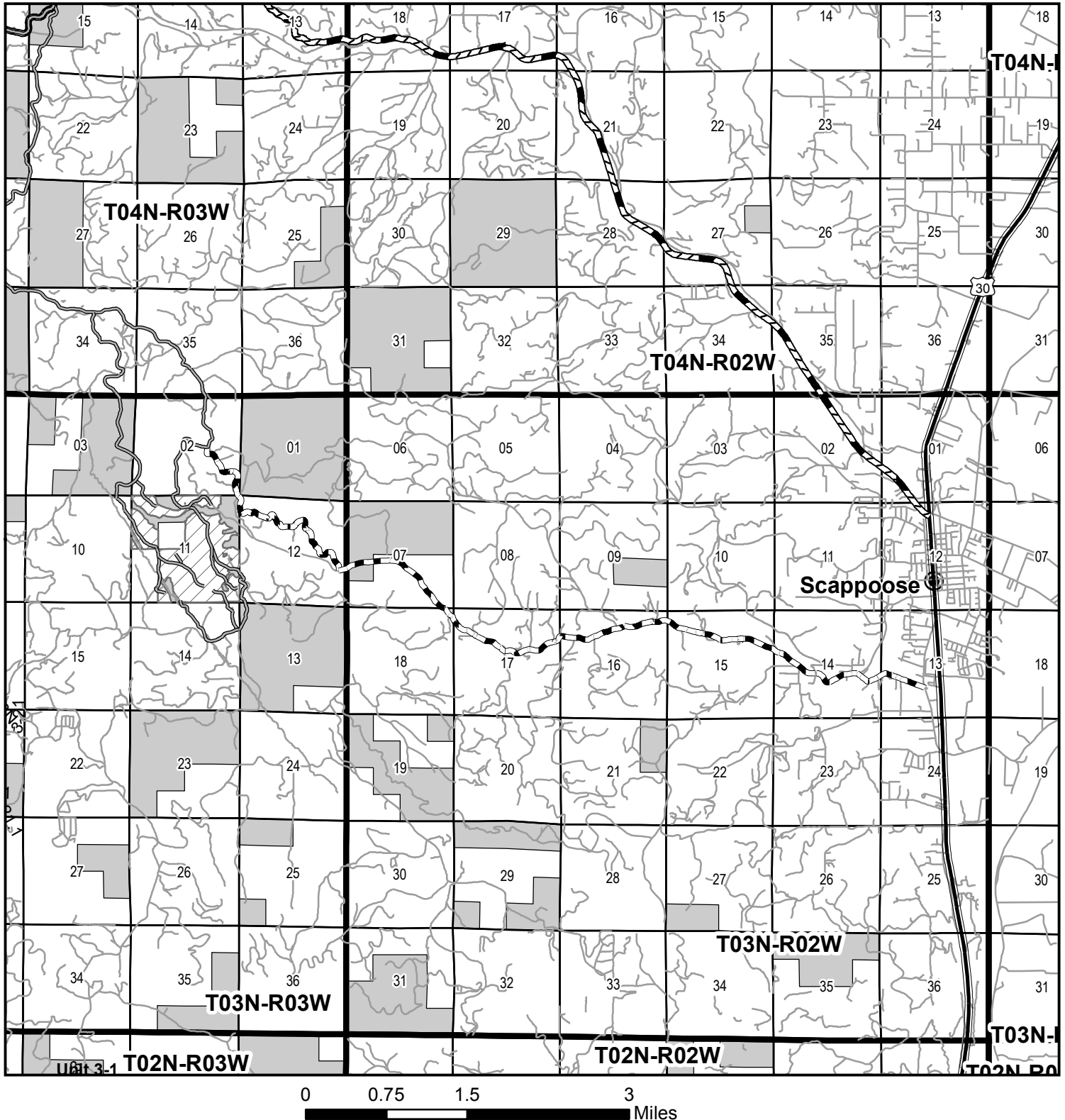
Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the personnel and equipment required herein, the Purchaser shall be responsible for all additional cost incurred by the Government in disposing of slash including but not limited to the wages and other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

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

Contract No. ORS06-TS-2015.0102
Dutch TreProject Location Map
Page 1 of 1

Date: 8/14/2015

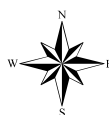
T. 3N. R. 3W, Section 11 W. M. - SALEM DISTRICT - OREGON



Legend

- Dutch Treat Project Roads
- Scappoose Vernonia Road
- Dutch Canyon Rd
- Dutch Treat Project Area
- Sales (ignores road right of ways)
- Highway
- Other Roads
- BLM Lands

1 inch = 6,667 feet



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

Prepared By: csween

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

Salem
Dutch Treat
TS-2015.0102

Legal Description

Forest Type	Township	Range	Section	Subdivision
O&C	3N	3W	11	NE1/4, NE1/4NW1/4, W1/2NW1/4, E1/2SW1/4, SE1/4, W.M..Oregon

Cutting Volume (16' MBF)

Unit	DF	RA							Total	Regen	Partial	ROW
Unit 1	9,475	72							9,547	0	388	0
Unit 2	534								534	0	0	10
Totals	10,009	72							10,081	0	388	10

Logging Costs per 16' MBF

Stump to Truck	\$	122.03
Transportation	\$	48.01
Road Construction	\$	18.37
Road Amortization	\$	5.19
Road Maintenance	\$	6.35
Other Allowances :		

Equipment Washing	\$ 0.03
Misc	\$ 1.16
Slashing	\$ 0.38
Total Other Allowances :	\$ 1.58

Profit & Risk

Total Profit & Risk	11 %
Basic Profit & Risk	11 % + Additional Risk 0 %
Back Off	0 %

Tract Features

Avg Log	Douglas-fir : 70 bf	All : 72 bf
Recovery	Douglas-fir : 96 %	All : 94 %
Salvage	Douglas-fir : 0 %	All : 0 %
Avg Volume (16' MBF per Acre)		25
Avg Yarding Slope		25 %
Avg Yarding Distance (feet)		400
Avg Age		65
Volume Cable		31 %
Volume Ground		69 %
Volume Aerial		0 %
Road Construction Stations		91.51
Road Improvement Stations		0.00
Road Renovation Stations		727.20
Road Decommission Stations		143.44

Cruise

Cruised By	Mario Salmon
Date	01/01/2014
Type of Cruise	Variable Plot/3p
County, State	Columbia, OR

Net Volume

Green (16' MBF)	10,081
Salvage (16' MBF)	0
Douglas-fir Peeler	0
Export Volume	0
Scaling Allowance (\$0.00 per 16' MBF)	\$0.00

Total Logging Costs per 16' MBF

\$ 201.53

Utilization Centers

Center #1 : Banks.Oregon	45 Miles
Center #2	0 Miles
Weighted distance to Utilization Centers	45

Length of Contract

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Salem
Dutch Treat
TS-2015.0102

Stumpage Summary

Stumpage Computation (16' MBF)

Species	Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Cost	(+) Marginal Log Value	(-) Back Off	Appraised Price	Appraised Value
DF	30,625	10,009	\$ 508.17	\$ 55.90	\$ 201.53			\$ 250.70	\$ 2,509,256.30
RA	2,744	72	\$ 386.35	\$ 42.50	\$ 201.53	\$ 95.86		\$ 238.20	\$ 17,150.40
Totals	33,369	10,081							\$ 2,526,406.70

Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir				59.0	37.0	4.0
Red Alder					100.0	

Marginal Log Volume

Species	Grade #7	Grade #8
Douglas-fir		
Red Alder	238	

Appraised By :	Date :
Area Approval By :	Date :
District Approval By :	Date :

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

Salem
Dutch Treat
TS-2015.0102

Prospectus

Appraisal Method : (16' MBF)

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	30,625	10,009	8,097	
Red Alder	2,744	72	57	
Total	33,369	10,081	8,154	

All Species

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
10,775	33,369	322	15.9	10,755	149,710	72

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
149,710	7,505	157,215	4.7	10,081	10,775	94 %

Douglas-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
10,463	30,625	341	16.2	10,443	148,726	70

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
148,726	296	149,022	4.9	10,009	10,463	96 %

Cutting Areas

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
Unit 1		388		388
Unit 2			10	10
Totals :		388	10	398

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXPORT DETERMINATION

FORM APPROVED
OMB No. 1004-0058
Expires: May 31, 2013

Location of facility where Federal Timber is
expected to be processed.

INSTRUCTIONS

Timber sale applicant forwards information to
Contracting Officer.

In compliance with requirements of 43 CFR 5424.1, ☐ I ☐ We hereby submit the following information:

- (1) Have you exported private timber from lands tributary to the above processing facility within the last 12 months?
☐ Yes ☐ No (*If Yes, give date of last export sale.*)

a. Export (*date*) _____

- (2) Provide names of affiliates* who have exported private timber from lands tributary to the above processing facility within the last 12 months and date of last export sale.

a. Affiliate _____ Export date _____

b. Affiliate _____ Export date _____

c. Affiliate _____ Export date _____

*See 43 CFR 5400.0-5

Name of Firm _____

Signature of Signing Officer

Title

Date

NOTICES

The Privacy Act and 43 CFR 2.48(d) require that you be furnished with the following information in connection with the information requested by this form.

AUTHORITY: 43 CFR Part 5420 permit collection of the information requested by this form.

PRINCIPAL PURPOSE: The BLM uses the information in this form to determine whether Federal timber has been substituted for exported unprocessed private timber.

ROUTINE USES: Timber sale purchaser provides information regarding their export of private timber.

EFFECT OF NOT PROVIDING INFORMATION: Submission of the requested information is required to obtain or retain a benefit. Failure to submit all of the requested information or to complete this form may result in delay or preclude the BLM's acceptance of your form.

The Paperwork Reduction Act requires us to inform you that: The BLM collects this information to determine whether Federal timber has been substituted for exported private timber in accordance with 43 CFR 5421.1 and 5424.0-6(e). You do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT: The estimated public reporting burden for this form is 1 hour per response for a majority of responses, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may submit comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management (1004-0058), Bureau Information Collection Clearance Officer, 1849 C Street, N.W., Room 2134 LM, Washington, D.C. 20240.

Form 5440-9 July 1990) <div style="text-align: center; margin-top: 10px;"> UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT </div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 20px;"> <div style="width: 60%;"> DEPOSIT AND BID FOR <div style="margin-left: 20px;"> <input checked="" type="checkbox"/> TIMBER* <input type="checkbox"/> VEGETATIVE RESOURCE (Other Than Timber) </div> </div> <div style="width: 35%; border-left: 1px solid black; padding-left: 5px;"> <div style="text-align: center; margin-bottom: 5px;">FORM APPROVED OMB NO.1004-0113 Expires: July 31, 1992</div> <div style="margin-bottom: 5px;">Tract Number ORS06-TS-2015.0102</div> <div style="margin-bottom: 5px;">Sale Name <div style="text-align: center;">Dutch TreatTimber Sale</div></div> <div style="margin-bottom: 5px;">Sale Notice (dated) <div style="text-align: center;">September 16, 2015</div></div> <div style="margin-bottom: 5px;">BLM District <div style="text-align: center;">SALEM</div></div> </div> </div>						
<input type="checkbox"/> Sealed Bid for Sealed Bid Sale			<input checked="" type="checkbox"/> Written Bid for Oral Auction Sale			
In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated timber/vegetative resource on the tract specified above.						
Required bid deposited is \$_____ and is enclosed in the form of <input type="checkbox"/> cash <input type="checkbox"/> money order <input type="checkbox"/> bank draft <input type="checkbox"/> cashier's check <input type="checkbox"/> certified check <input type="checkbox"/> bid bond of corporate surety on approved list of the United States Treasury <input type="checkbox"/> guaranteed remittance approved by the authorized officer.						
IT IS AGREED That the bid deposit shall be retained by the United States as liquidated damages if the bid is accepted and the undersigned fails to execute and return the contract, together with any required performance bond and any required payment within 30 days after the contract is received by the successful bidder. It is understood that no bid for less than the appraised price on a unit basis per species will be considered. If the bid is rejected the deposit will be returned.						
BID SCHEDULE - LUMP SUM SALE <i>NOTE: Bidders should carefully check computations in completing the Bid Schedule</i>						
<div style="display: flex; justify-content: space-between; width: 100%;"> BID SUBMITTED ORAL BID MADE </div>						
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
<u>Douglas-fir</u>	<u>MBF</u>	<u>10,009</u>	x _____ = _____		x _____ = _____	
<u>Red Alder</u>	<u>MBF</u>	<u>72</u>	x _____ = _____		x _____ = _____	
_____	<u>MBF</u>	_____	x _____ = _____		x _____ = _____	
_____	<u>MBF</u>	_____	x _____ = _____		x _____ = _____	
_____	<u>MBF</u>	_____	x _____ = _____		x _____ = _____	
_____	<u>MBF</u>	_____	x _____ = _____		x _____ = _____	
_____	<u>MBF</u>	_____	x _____ = _____		x _____ = _____	
_____	<u>MBF</u>	_____	x _____ = _____		x _____ = _____	
_____	<u>MBF</u>	_____	x _____ = _____		x _____ = _____	
_____	<u>MBF</u>	_____	x _____ = _____		x _____ = _____	
_____	<u>MBF</u>	_____	x _____ = _____		x _____ = _____	
_____	<u>MBF</u>	_____	x _____ = _____		x _____ = _____	
_____	<u>MBF</u>	_____	x _____ = _____		x _____ = _____	
_____	<u>MBF</u>	_____	x _____ = _____		x _____ = _____	
_____	<u>MBF</u>	_____	x _____ = _____		x _____ = _____	
_____	<u>MBF</u>	_____	x _____ = _____		x _____ = _____	
_____	<u>MBF</u>	_____	x _____ = _____		x _____ = _____	
TOTAL PURCHASE PRICE						

(Continued on reverse)

If sale contract is executed, undersigned is liable for total purchase price even though the quantity cut, removed, or designated for taking is more or less than the total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

Bid submitted on *(date)*

(Check appropriate box, sign in ink, and complete the following)

☐ Signature, if firm is individually owned

Name of firm *(type or print)*

☐ Signatures, if firm is a partnership

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

☐ Corporation organized under the state laws of

Signature of Authorized Corporate Signing Officer

(To be completed following oral bidding)

I HEREBY confirm the above oral bid

By (signature)

Title

Date

Submit bid, in duplicate, to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior-BLM

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

Sealed Bid - Send to District Manager. who issued the sale notice. in a sealed envelope marked on the outside:

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

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

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

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

Response to this request is required to obtain a benefit.

NOTICE

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

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

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

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

EFFECT OF NOT PROVIDING INFORMATION: Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for timber or vegetative resources.

BURDEN HOURS STATEMENT

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

INSTRUCTIONS TO BIDDERS

1. **AUTHORITY** - Timber located on the revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937 (50 Stat. 874; 43 U.S.C. 1181a); timber located on other lands and other vegetative resources on all public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of timber are codified in 43 CFR Group 5400.

2. **QUALIFICATIONS OF BIDDERS** - A bidder for sale of timber/vegetative resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the timber/vegetative resource is located.

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

4. **DISCLAIMER OF WARRANTY** - Government expressly disclaims any warranty of the fitness of the designated timber/vegetative resource for any purpose of the bidder; all timber/vegetative resources are to be sold "As Is" without any warranty of merchantability by Government. Any warranty as to the quantity or quality of timber/vegetative resource to be sold is expressly disclaimed by Government.

5. **BIDS** - Sealed or written bids for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued Timber/Vegetative Resource Sale Notice.

(a) **Sealed Bid Sales** - Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside *Rid for Timber/Vegetative Resource*. time bid is to be opened, tract number, and legal description of land on which timber/vegetative resource is located. In event of a tie, the high bidder shall be determined by lot from among those who submitted the tie bids.

(b) **Auction Sales** - Submission of the required bid deposit and a written bid is required to qualify for oral bidding. Oral bidding shall begin from the highest written bid. No oral bid will be considered which is not higher than the preceding bid. In the event there is a tie in high written bids, and no oral bidding occurs, the bidder who was the first to submit his bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first submission of high tie written bids, the high bidder shall be determined by lot. High bidder must confirm his bid, in writing, immediately upon being declared high bidder.

(c) Except as otherwise provided in 43 CER 5442.2, bids will not be considered in resale of timber/vegetative resource remaining from an uncompleted contract from any person or affiliate of such person who failed to complete the original contract because of (1) cancellation for the purchaser's breach or (2) through failure to complete payment by expiration date.

(d) When it is in the interest of the Government to do so, it may reject any and all bids and may waive minor deficiencies in bids or in sale advertisement.

6. **BID FORMS** - All sealed, written bids, and confirmation of oral bids shall be submitted on forms provided by Government.

(a) **Lump Sum Sales** - Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.

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

7. **BID DEPOSIT** - All bidders must make a deposit of not less than the amount specified in the *Timber/Vegetative Resource Notice*. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior-BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department*, or any approved guaranteed remittance approved by the Authorized Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid band, will be returned at the time the contract is signed by the Government.

8. **A WARD OF CONTRACT** - Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.

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

10. **PERFORMANCE BOND** -

(a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5150.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsman are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) Any guaranteed remittance approved by the Authorized Officer.

(b) If purchaser elects to cut timber without skidding or yarding it to a loading point or removing it prior to the payment of the second or subsequent installments, Government shall require an increase in amount of performance bond initially required by an amount equal to the value of timber to be cut. Such increase must be on 5 bond rider form supplied by Government and be approved, in writing, by Government prior to cutting timber covered by the bond increase. This increased amount of bond shall be used to assure payment for timber cut in advance of payment. *

11. **PAYMENT BOND** - If purchaser elects to (a) cut and remove timber, or (b) remove timber already cut which has been secured by an increased performance bond as provided in paragraph 10(b) above, before payment of the second or subsequent installments, Government shall require a payment bond on a form supplied by Government. Purchaser shall obtain written approval from Government of payment bond prior to cutting and/or removal of timber covered by the bond. Payment bond shall be used to assure payment for timber cut and/or removed in advance of payment. *

12. **PAYMENT OF PURCHASE PRICE** - For sales of \$500 or more, Government may allow payment by installments. Except as discussed in paragraphs 10 and 11 above, no part of any timber/vegetative resource sold may be severed, cut, or removed unless advance payment has been made as provided in contract.

13. **LIQUIDATED DAMAGES** - Within thirty (30) days from receipt of *Timber/Vegetative Resource Sale Contract*, the successful bidder shall sign contract and return it to Government, together with required bond and any required payment. If successful bidder fails to comply within the stipulated time, his bid deposit shall be retained by Government as liquidated damages.

14. **NINETY-DAY SALES** - If no bid is received within time specified in the advertisement of sale and if Government determines that there has been no significant rise in the market value of timber/vegetative resource, it may, in its discretion, keep the sale open, not to exceed ninety (90) days.

15. **UNAUTHORIZED USE OF GOVERNMENT PROPERTY** - A sale may be refused to high bidder who has been notified that he has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.

*Applies to Timber Only

EQUAL OPPORTUNITY CLAUSE - This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. Copies of this order may be obtained from the District Manager. 43 CFR 60-1.7(b) requires that the Equal Opportunity *Compliance Report Certification* will be completed by prospective contractors. Certification may be obtained from District Manager.

17.*LOG EXPORT* - All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension

or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 common or better. Timber manufactured into the following will be considered processed.. (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less, or (6) shakes and shingles. in event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber. the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to "*unprocessed timber.*"@ Special reporting, branding and painting of logs may be included in contract provisions. *

18.*DETAILED INFORMATION* - Detailed information concerning contract provisions, hid, performance bond forms, tract location maps, and access conditions may be obtained from the District Manager. All persons interested in bidding on the products listed are encouraged to familiarize themselves with all such detailed information.