

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

ORN02-TS-2019.0204
Fall Creek Fire Salvage Timber Sale

SEALED BID

Date: April 17, 2019

PROSPECTUS

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

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for sealed bid, pursuant to Instructions to Bidders, as stated on Form No. 5440-9. **Sealed bids will be received by the District Manager, or his representative, at the Northwest Oregon District Office, 1717 Fabry Road, S.E., Salem, Oregon until 4:00 p.m., Tuesday, May 14, 2019.** Sealed bids will be opened at 9:00 a.m. on Wednesday, May 15, 2019.

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

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

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

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 Corvallis Gazette Times on or about April 17, 2019. 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 to ensure accurate knowledge of the exact publication date.

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

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

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

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

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

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

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

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

CONTRACT TERMINATION: A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to: (1) Comply with the Endangered Species Act or to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), or; (2) Comply with a court order, or; (3) Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines or management direction established in the ROD and RMP.

ADDITIONAL INFORMATION concerning this timber sale tract is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office. The prospectus for this/these sale(s) is also available online at: <http://www.blm.gov/or/districts/salem/timbersales/index.php>. The prospectus includes maps and tables that cannot be made Section 508 compliant. For help with its data or information, please contact the District Office at 503-375-5646.

Attachments:

Form 5450-17

Form 5430-11

Form 5440-9

TIMBER SALE NOTICE

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

SALE DATE: May 15, 2019

CONTRACT NO. ORN02-TS-2019.0204, FALL CREEK FIRE SALVAGE

LINCOLN COUNTY, OREGON: O&C: SEALED BID: BID DEPOSIT REQUIRED: \$1,700.00.

All timber designated for cutting on: Lot 2, Lot 3, Lot 4, Section 7, T 13 S., R 8 W., W.M.

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

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

Approx. No. Merchantable Trees	Est. Vol. MBF 32' Log	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Volume Times Appraised Price
629	94	Douglas-fir	116	\$105.20	\$12,203.20
681	50	Fir (dead Douglas-fir)	63	\$71.30	\$4,491.90
135	6	red alder	8	\$30.00	\$240.00
1,445	150	TOTALS	187		\$16,935.10

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

CRUISE INFORMATION: The timber volumes were based on variable plot cruise in the Salvage Area and 100% cruise in the Right-of-way area, for estimated board foot volumes of trees in 16-foot logs. Approximately 20% of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is 12.9 inches DBHOB; the average log contains 43 bd. ft.; the total gross volume is approximately 208 MBF; and 90% recovery is expected.

CUTTING AREA: One salvage area unit totaling approximately 6 acres shall be cut. Approximately 2 acres of Right-of-Way shall be cut. Acres shown on Exhibit A have been computed using a Trimble R1 Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

DURATION OF CONTRACT: Will be 18 months for cutting and removal of timber.

LOCATION: The sale is located approximately five (5) air miles northwest of Alsea, Oregon. From the Oregon Highway 34 West-bound, turn right onto Fall Creek Road. Drive approximately six (6) miles and turn left onto BLM road 19-9-13.2. Continue onto BLM Road 13-9-12 for approximately one-half (1/2) of a mile, then turn left onto BLM Road 13-9-12.2 and continue into the sale area. See general vicinity map and Exhibit E for details.

ACCESS AND ROAD MAINTENANCE: Access is provided on Weyerhaeuser Company and Bureau of Land Management controlled roads. In the use of Weyerhaeuser Company and Bureau of Land Management controlled roads – Bureau of Land Management Maintenance, the Purchaser shall pay the Government a road maintenance and rockwear obligation of one thousand forty and 57/100 dollars (\$1,040.57).

In the use of Weyerhaeuser Company controlled roads, the Purchaser shall enter into a license agreement with Weyerhaeuser Company and pay a road use fee of three hundred seventy four and 00/100 dollars (\$374.00) and carry liability insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000.

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

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

1. Construction: None

2. Renovation/Improvement:

P1, Station 0.00 – 16.15 (1,615 feet), 16-foot subgrade

Roadside brushing; grading and compacting; erosion control; Surfacing – Aggregate base course, depth 8 inches, useable width 15 feet

3. Estimated Quantities:

Clearing and grubbing

2 acres

Excavation

625 cubic yards of common

Culvert and Flume: None

Aggregate Material:

Quantity: None

Description:

Miscellaneous

Brushing: None

Soil stabilization: 2.0 acres

Blading: 2.0 acres

Rock Source: None

Special Attention Items: None

SEASONAL RESTRICTION MATRIX

Activity	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Road Renovation												
In-Stream Work Period												
Ground-based Yarding (tractor)												
Skyline Yarding												
Log Hauling												
Generally allowed												
Generally not allowed – or restriction applies												

Sec. 41.

RESERVED

- a. All timber on the Reserve Areas shown on Exhibit A and all painted orange and posted trees which are on or mark the boundaries of the Reserve Area shown on Exhibit A.
- b. All trees marked with orange paint above and below stump height located on the Salvage Area shown on Exhibit A.
- c. All trees on the Salvage Area less than seven (7) inches DBH.

Sec. 42. Special Provisions

LOGGING

- a. Before beginning the operations on the Contract Area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of seven (7) or more days.
- b. Prior to the commencement of operations the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract, which shall include measures needed to ensure protection of the environment and watershed. A pre-work conference between the Purchaser's authorized representative and the Authorized Officer must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan.
- c. Excessive damage to reserve timber, as determined by the Authorized Officer, will result in suspension of the yarding operations until mitigation measures are in place to prevent further damage as approved by the Authorized Officer.
- d. No trees may be felled, yarded, decked or loaded in or through the Reserve Area, as shown on Exhibit A, or adjacent private land. Trees will be directionally felled to lead for skidding and skyline yarding to minimize ground disturbance and entry into the Reserve Area. Tops, limbs, and other logging debris entering the Reserve Area from felling operations shall be pulled back into the Salvage Area shown on Exhibit A, unless expressly authorized by other provisions of this contract. Where a cut tree does fall outside the unit boundary, the tree will be bucked at the unit boundary line and the portion of the tree in the Reserve Area will remain in place.
- e. No ground-based yarding shall be conducted on the Salvage Area - Ground-Based Yarding area, as shown on Exhibit A, between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive, or during any period of wet soil conditions as determined by the Authorized Officer.
- f. In all Skyline and Ground Based Areas – All yarding shall be done by equipment capable of transporting the leading end of logs clear of the ground and operated entirely on designated skid roads and/or skyline corridors. Before felling and yarding any timber, except

road right-of-way timber, the Purchaser shall locate designated skid trails and/or skyline corridors as follows:

1. Mark the location of designated skid roads and/or skyline corridors on the ground in a method approved by the Authorized Officer.
 2. Space designated skid roads and/or skyline corridors at a minimum of one-hundred and fifty (150) feet apart unless otherwise agreed to in writing by the Authorized Officer.
 3. Limit width of skid roads to a maximum of twelve (12) feet.
 4. Obtain approval from the Authorized Officer of the location of all designated skid roads and/or skyline corridors.
 5. Ground-based operations are limited to slopes of thirty-five (35) percent or less. Ground-based operations may be approved on slopes up to fifty (50) percent when using specialized equipment, operating on previously constructed skid trails, or accessing isolated areas over steep pitches. Existing skid roads should be used to the greatest extent possible and be located perpendicular to the slope to minimize road cutting.
- g. At all landings in the sale area, all non-merchantable logs more than eight (8) inches in diameter at the large end and exceeding eight (8) feet in length shall be decked at a location designated by the Authorized Officer.

SAFETY

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

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

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

Department of Transportation – Federal Highway Administration. Included in the Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit A map.

ROAD CONSTRUCTION, RENOVATION, MAINTENANCE AND USE

i. The Purchaser shall improve approximately 0.31 miles of road in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and a made a part hereof.

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

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

l. No instream work shall be conducted on the Contract Area shown on Exhibit A between September 30 of one calendar year and July 15 of the following calendar year, both days inclusive, or during other periods of wet conditions as determined by the Authorized Officer.

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

n. The Purchaser shall pay the Government a road maintenance obligation of six hundred thirty seven and 76/100 dollars (\$637.76) for the transportation of timber included in the contract area for the use of Purchaser maintained roads. The Purchaser shall pay the Government a road maintenance obligation for rockwear of four hundred two and 81/100 dollars (\$402.81) for the transportation of timber included in the contract area for the use of Purchaser maintained roads. The Authorized Officer shall establish an installment schedule of payments of the maintenance obligation for rockwear.

o. In the use of Road No 13-9-12.0, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. S-805 between the United States of America and Weyerhaeuser Company. This document is available for inspection at the Northwest Oregon District Office. These conditions include:

1. Payment of a road use obligation of three hundred seventy four and 00/100 dollars (\$374.00) to Weyerhaeuser Company, payable at the time indicated in the License Agreement.

2. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a properly signed copy of the executed License Agreement.
3. Default by the Purchaser of said Right-of-Way and Road Use Agreement, or any License Agreement executed pursuant thereto, for failure to pay appropriate road use fees 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.

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

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

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

s. The Purchaser shall be required to secure written approval to use vehicles or haul forest products and equipment over Government owned or controlled roads when such vehicles or equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit or if vehicles meet allowable non-permitted State vehicle weights, but the haul route crosses a structure or segment of road that is posted for reduced weights. The Purchaser agrees to abide by any special requirements included in said written approval. Details of such equipment shall be furnished to the Authorized Officer for evaluation of load characteristics at least fifteen (15) days prior to proposed move in.

Details shall include:

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

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

of actual damage shall be determined by the Authorized Officer following a technical inspection and evaluation.

ENVIRONMENTAL PROTECTION

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

Seed to be supplied shall meet the following requirements:

<u>SPECIES</u>	<u>RATE</u>
Red Fescue (<i>Festuca rubra</i>)	100%
Oregon Certified Seed (Blue Tag)	
Purity	97% minimum
Germination	85% minimum
Noxious Weed Content	None (Tested: None Found)

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

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

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

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

1. threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
2. when, in order to comply with the Endangered Species Act or to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Northwest Oregon District Record of Decision

(ROD) and Resource Management Plan (RMP), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;

3. federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;
4. other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;
5. when, in order to comply with a court order, which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
6. when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
7. species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines, or management direction established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
8. when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines , or management direction established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

In the event of a suspension period or a combination of suspension periods that exceed a total of thirty (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 thirty (30) days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Sec. 3.a. of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply

the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, et seq.).

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

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

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

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

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

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraphs, based on an alleged breach of any duty to the Purchaser, whether express or implied, in regard to the manner in which the Government defended the

litigation which resulted in the court order affecting the operation of the contract. This waiver also extends to any claims based on effects on the operation of the contract that arise from litigation against another agency. Furthermore, the Purchaser specifically acknowledges and agrees that a court ruling that the Government violated the Administrative Procedures Act cannot be interpreted, in itself, to mean that the Government had not acted reasonably in regard to its duties to the Purchaser under this contract.

FIRE PREVENTION

x. Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in construction or logging operations under this contract during fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer. Purchaser shall take such measures for prevention and suppression of fire on the contract area and other adjacent Government lands used or traversed by Purchaser in connection with operations as are required by applicable laws and regulations. However, when in the opinion of the Authorized Officer, weather and other conditions affecting fire incidence and control make special precautions necessary to protect the contract area and said Government lands, Purchaser shall take such additional or other fire prevention and control measures as may be required by the Authorized Officer. The Purchaser shall comply with Oregon Department of Forestry Industrial Fire Precaution Level (IFPL) I fire season requirements. At IFPL II and III, additional fire prevention and control provisions may be added as determined by the Authorized Officer and specified in written instructions to the Purchaser to mitigate dry fuel and weather conditions.

LOGGING RESIDUE REDUCTION

y. In addition to the requirements of Sec. 15 of this contract, and notwithstanding the Purchasers satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the States willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measure(s) required by this contract: Perform logging residue reduction and site preparation work on approximately one (1) acres of harvest area located within harvest units. The required work shall consist of any treatment or combination of treatments, as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer. Prior to commencement of any operation under this Section of the contract, a slash disposal and pre-work conference between the purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. The number of acres of each treatment shall be determined by the Authorized Officer. All slash disposal shall be done in accordance with the plans developed at this pre-work conference. Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of purchasers operations under the terms of this contract.

1. Pile landing slash within thirty (30) feet of the edge of each landing, all tops, broken pieces, limbs and debris more than one (1) inch in diameter at the large end and longer than three (3) feet in length shall be piled within fifteen (15) days of completion of hauling logs from that landing. Landing piles shall be kept free of dirt and located adjacent to roads at least twenty (20) feet from any

Reserve Tree as directed by the Authorized Officer. Upon completion of landing piling, the Purchaser shall prepare the landing piles for burning by securely covering each landing pile with four (4) mil. thick polyethylene plastic film at least 20 feet wide. Landing piles shall be 75 percent covered with the covering extending three-quarters of the way down all sides. The plastic shall be oriented southwest to northeast. Pieces of burnable material shall be placed on top of the plastic to secure it from moving and to prevent it from blowing off during strong wind episodes. The Purchaser is required to furnish the covering materials. The timing of this covering work shall be in accordance with instructions from the Authorized Officer. No landing debris shall be dozed off the landing and covered with dirt. Debris which has been buried and is determined to be the source of holdover fire shall be excavated by the Purchaser, at the Purchaser's expense, with a tractor and/or hydraulic excavator as directed by the Authorized Officer. If the structure of the landing piles will not permit adequate consumption of piled debris by burning, the Purchaser shall re-pile them at the direction of the Authorized Officer.

LOG EXPORT RESTRICTION

z. All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs, except those of utility grade or below, such as sawlogs, peeler logs; and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards or specifications suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp, and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles.

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

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

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

of last export sale. In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a Form 5460-16 (Certificate as to Non-substitution and the Domestic Processing of Timber). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

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

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

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

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

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

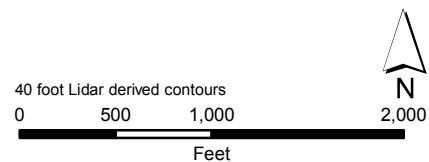
Fall Creek Fire Salvage
EXHIBIT A
Sheet 1 of 1

This topographic map displays the T13S R08W and T13S R09W townships in Weyerhaeuser Co, BLM. The map features contour lines indicating elevation, with labels such as 1000', 1200', 1400', 1600', 1800', and 2000'. A prominent dashed line runs vertically through the center, separating the two townships. A shaded area, labeled 13-8-7.1, is located in the center of the map, bounded by a thick dashed line. To the left of this area, a smaller shaded region is labeled 13-8-13.0. The map also shows several roads, including Fall Cr Rd and Simpson Sale Rd, and a small area labeled 13-8-18.3. The map is oriented with North at the top.

-  Existing Road
 Road to Be Improved
 Stream
-  Salvage Area - Ground-Based Yarding
 Salvage Area - Skyline Yarding
 Cutting Area
 Contract Area
 Reserve Area

Salvage Area	6.00 Acres
Right-of-Way Area	2.00 Acres
Reserve Area	108.55 Acres
Total Contract Area	116.55 Acres

NOTES: Boundary of Cutting Area and Road to Be Improved is posted and painted with orange paint. Acres shown on Exhibit A have been computed using a Trimble R1 Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction. 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.



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT B / PRE-SALE

5450-3

Contract No.

ORN02-TS-2019.0204

Fall Creek Fire Salvage

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	116.0	MBF	\$105.20	\$12,203.20
Fir	63.0	MBF	\$71.30	\$4,491.90
Red Alder	8.0	MBF	\$30.00	\$240.00
TOTALS	187.0 MBF			\$16,935.10

The apportionment of the total purchase price is as follows:

Unit 1

Douglas Fir	50.0 MBF	X	\$105.20	=	\$5,260.00
Fir	62.0 MBF	X	\$71.30	=	\$4,420.60
Total	112.0 Mbf				\$9,680.60 ÷ 6.0 acres = \$1,613.43/Acre

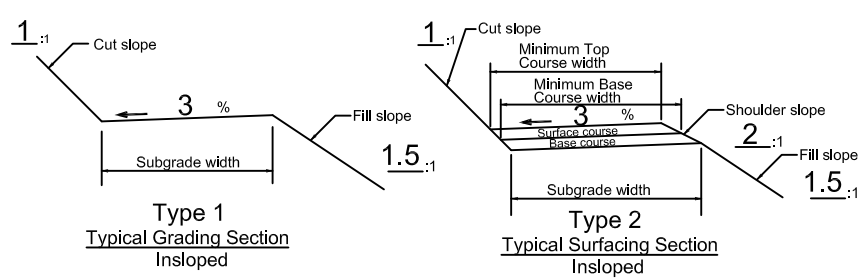
Unit R/W

Douglas Fir	66.0 MBF	X	\$105.20	=	\$6,943.20
Fir	1.0 MBF	X	\$71.30	=	\$71.30
Red Alder	8.0 MBF	X	\$30.00	=	\$240.00
Total	75.0 Mbf				\$7,254.50 ÷ 2.0 acres = \$3,627.25/Acre

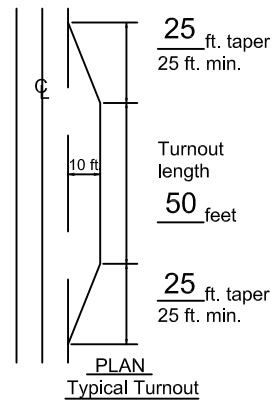
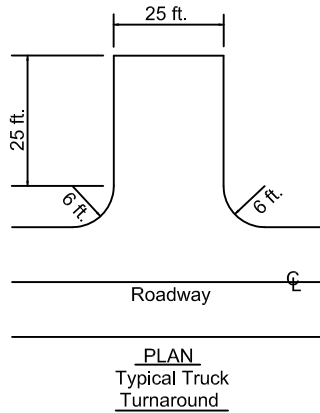
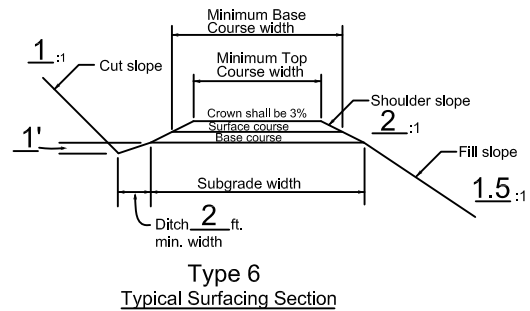
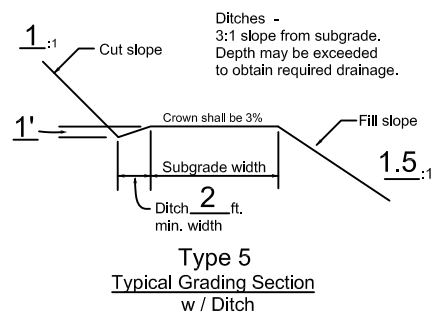
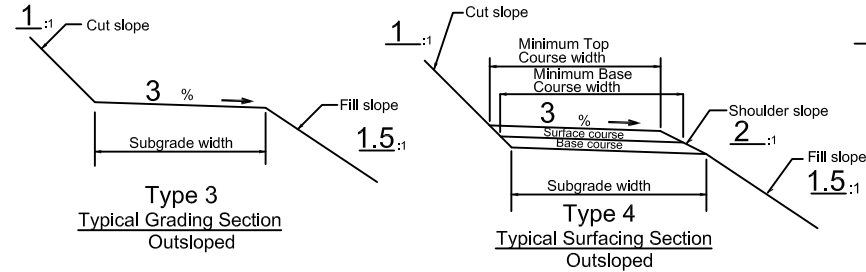
U.S. DEPT. OF THE INTERIOR
Bureau of Land Management
NORTHWEST OREGON DISTRICT OFFICE - OREGON
150: ROAD PLAN AND DETAIL SHEET

Sale Name Fall Creek Fire Salvage

EXHIBIT C

Contract No. ORN02-TS-2019.0204Sheet 8 of 20[illegible]

NOTE: TYPE 1 through 4 TYPICAL SECTIONS not to be used where grade exceeds 6%



*NOTES

1. Extra subgrade widths
Add to each shoulder: 1 foot for fills of 1 to 6 feet. Widen inside or outside shoulder of tight curves as needed for log trucks to maneuver, with tires remaining on roadbed.

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

Note:

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

Slope Ratio = Horizontal Distance:Vertical Distance (HD:VD)

3. Surface type
 PRR - Pit run rock
 GRR - Grid rolled rock
 SRN - Screened rock
 JRR - Jaw run rock
 ABC - Aggr. base course
 ASC - Aggr. surface course
 WC - Wood chips

<u>Grading</u>	
C - 1 1/2" minus	
D - 1" minus	(surface
E - 3/4" minus	course)
<hr/>	
A - 3" minus	
B - 2" minus	(base
C - 3"	course)

4. **Turnouts**
Width shall be 10 feet in addition to the subgrade width, with lengths as shown on this plan, or as directed by the Authorized Officer.
5. **Surfacing**
Turnouts, curve widening, and the first 50 feet of all road aprons shall be surfaced, for all road stations requiring surfacing, as listed above, and as directed by the Authorized Officer.
6. **Clearing width** 200
See Section _____
7. As posted and painted for Right-of-Way, and as required in Section 2100 of this contract.
8. **Grading (Renovation)** 500
See Section _____
9. **Drainage** 400
See Section _____
Culvert site aggregate, as designated in Section 400 of this contract, does not fulfill any requirements as listed above for full lifts of surface or base applications.
10. **Compaction** 300 500
See Sections _____ and _____

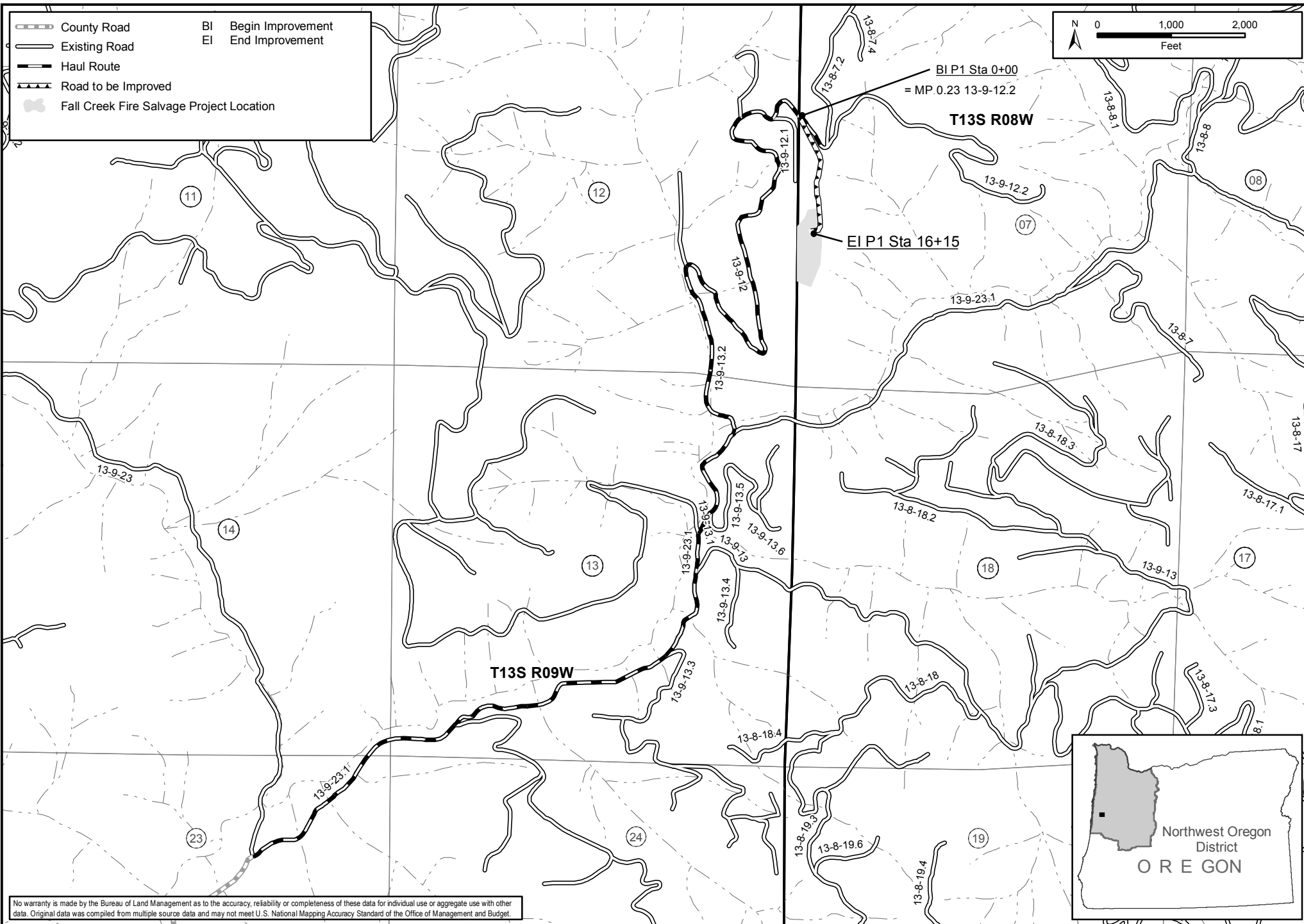


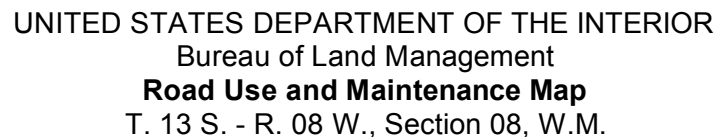
United States Department of the Interior
BUREAU OF LAND MANAGEMENT

Road Plan Map

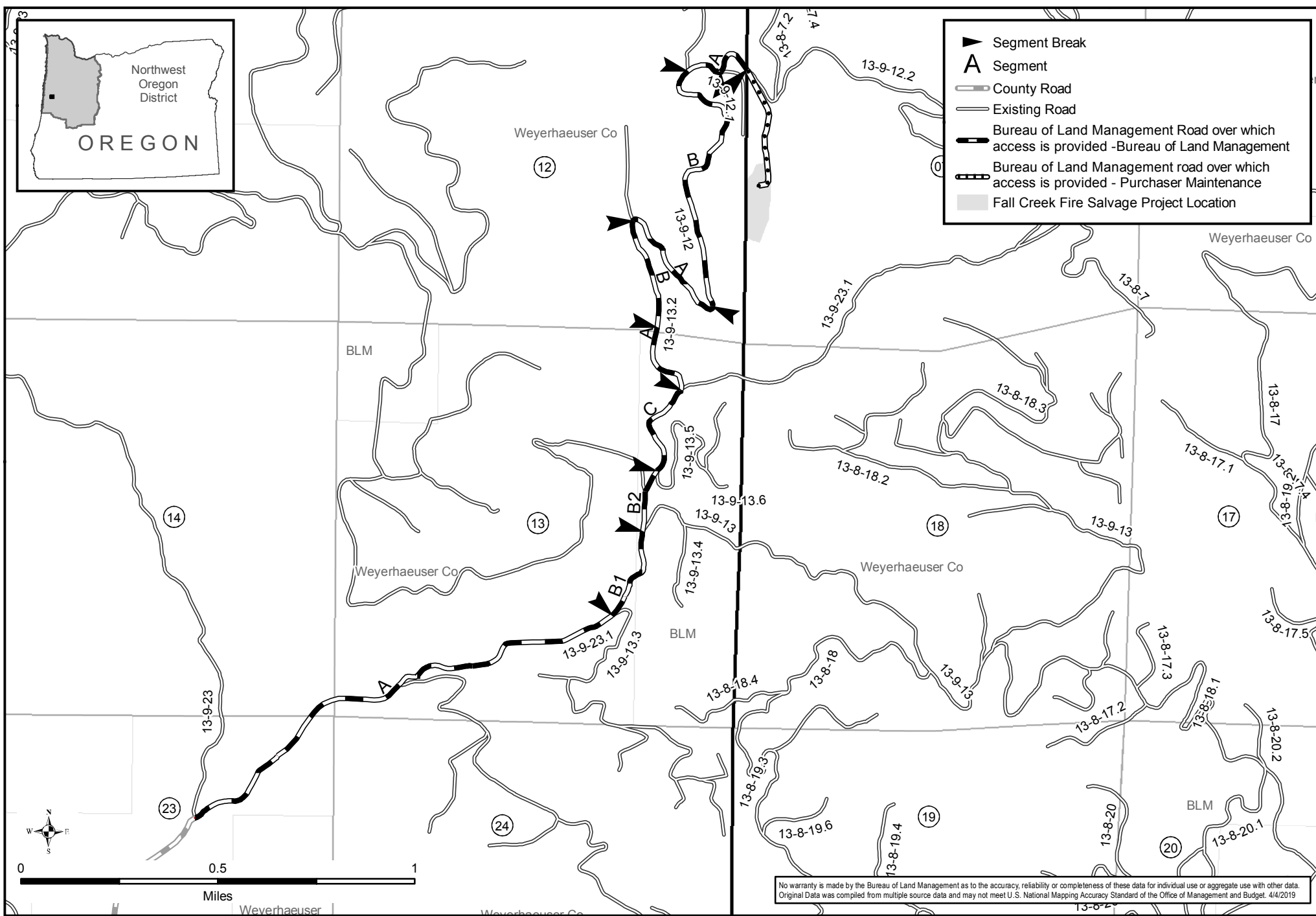
T. 13 S. - R. 08 W., Section 08, W.M.

Fall Creek Fire Salvage
ORN02-TS-2019.0204
EXHIBIT C





Fall Creek Fire Salvage
ORN02-TS-2019.0204
EXHIBIT E





United States Department of the Interior - BUREAU OF LAND MANAGEMENT

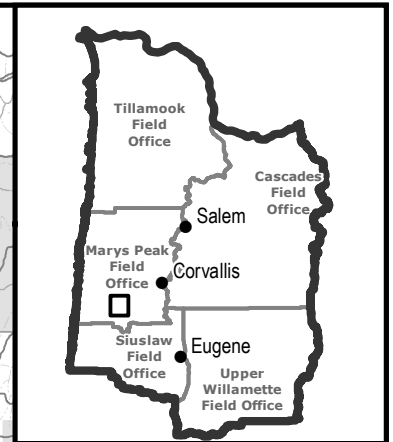
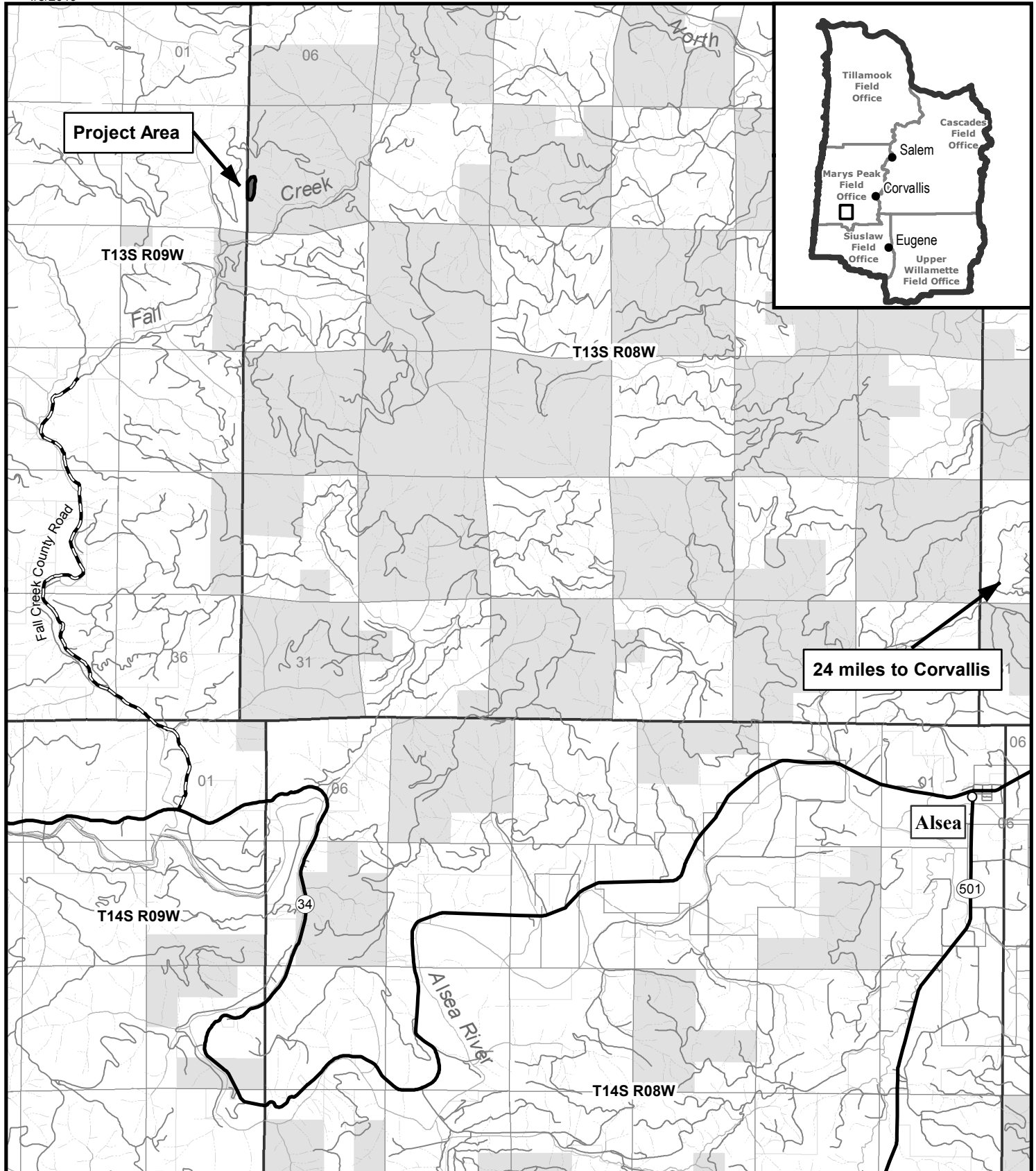
Fall Creek Fire Salvage Vicinity Map

T. 13 S. - R. 08 W., Section 07 W.M.

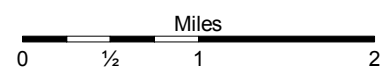
NORTHWEST OREGON DISTRICT



4/8/2019



- State Highway
- County Road
- Existing Road
- Minor Stream
- Major Stream
- Fall Creek Fire Salvage Area
- Bureau of Land Management
- Private/Unknown
- City, Town, or Community



Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Lincoln	13S	8W	7	Lot 2, 3 and 4	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	116.0	121.0	121.0	2,417	0	629
Fir	63.0	79.0	79.0	2,064	0	681
Red Alder	8.0	8.0	8.0	317	0	135
Totals	187.0	208.0	208.0	4,798	0	1,445

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
6.0	0.0	2.0	8.0	23.4

Comments:

Logging Costs

Stump to Truck	\$29,005.97
Transportation	\$17,035.04
Road Construction	\$14,790.22
Maintenance/Rockwear	\$1,040.57
Road Use	\$374.00
Other Allowances	\$2,389.00
Total:	\$64,634.80
Total Logging Cost per MBF:	\$345.64

Utilization Centers

Location	Distance	% of Net Volume
Eugene, OR	76.0 miles	4 %
Philomath, OR	40.0 miles	96 %

Profit & Risk

Profit	9 %
Risk	3 %
Total Profit & Risk	12 %

Tract Features

Quadratic Mean DBH	12.9 in
Average GM Log	43 bf
Average Volume per Acre	23.4 mbf
Recovery	90 %
<u>Net MBF volume:</u>	
Green	149.0 mbf
Salvage	38 mbf
Export	0 mbf
<u>Ground Base Logging:</u>	
Percent of Sale Volume	30 %
Average Yarding Slope	20 %
Average Yarding Distance	200 ft
<u>Cable Logging:</u>	
Percent of Sale Volume	70 %
Average Yarding Slope	80 %
Average Yarding Distance	400 ft
<u>Aerial Logging:</u>	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

Cruise

Cruise Completed	March 2019
Cruised By	Kevin Foster
Cruise Method	
100% cruise of every tree in the unit and right-a-way.	

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	629	116.0	\$512.27	\$61.47	\$345.64	\$0.00	\$105.20	\$12,203.20
Fir	681	63.0	\$473.84	\$56.86	\$345.64	\$0.00	\$71.30	\$4,491.90
Red Alder	135	8.0	\$300.00	\$36.00	\$345.64	\$0.00	\$30.00 *	\$240.00
Totals	1,445	187.0						\$16,935.10

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

Percent of Volume By Log Grade

Species	No. 1 & 2 Peeler	No. 3 Peeler	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Douglas Fir				54.0 %	38.0 %	8.0 %	

Species							
Fir				30.0 %	50.0 %	20.0 %	

Comments: Used the low end of the market to account for the fire effected timber.

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

Fall Creek Fire Salvage**Unit Summary****ORN02-TS-2019.0204****Unit: 1**

Species	Net	Gross Merch	Gross	# of Trees
Fir	62.0	77.0	77.0	666
Douglas Fir	50.0	52.0	52.0	299
Totals:	112.0	129.0	129.0	965

Net Volume/Acre: 18.7 MBF

Regeneration Harvest	6.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	6.0

Unit: R/W

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	66.0	69.0	69.0	330
Red Alder	8.0	8.0	8.0	135
Fir	1.0	2.0	2.0	15
Totals:	75.0	79.0	79.0	480

Net Volume/Acre: 37.5 MBF

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

Comments:

Douglas fir accounts for all green Douglas fir stems

Fir accounts for all burnt Douglas fir stems

Red Alder is burnt and green combined with the burnt making up slightly less than 1 MBF of the total volume.

Total Stump To Truck	Net Volume	\$/MBF
\$29,005.97	187.0	\$155.11

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

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Cable: Small Yarder	GM MBF	117.0	\$175.08	\$20,484.36	5 acres of cable ground
Harvester/Skidder	GM MBF	47.0	\$132.82	\$6,242.54	Road renovation
Shovel	GM MBF	23.0	\$99.09	\$2,279.07	1 acre of tractor ground
Subtotal				\$29,005.97	

Additional Costs

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

Additional Moves

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

Total	Net Volume	\$/MBF
\$17,035.04	187.0	\$91.10

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Eugene, OR	76.0	Saw Log	GM MBF	8.0	\$129.38	\$1,035.04	4 %
Philomath, OR	40.0	Saw Log	GM MBF	200.0	\$80.00	\$16,000.00	96 %

Comments:

Red Alder:

- Logs going 76 miles to Eugene, Oregon
- Current haul cost \$90 per hr.
- 5.75 hr. round trip ($\$90 \times 5.75 \text{ hr.} = \517.50 per trip)
- 4000 MBF per load ($\$517.50/4 \text{ MBF} = \129.38 per MBF)
- Used GM Volume 8

Douglas fir:

- Logs going 40 miles to Philomath, Oregon
- Current haul cost \$90 per hr.
- 4 hr. round trip ($\$90 \times 4 \text{ hr.} = \360 per trip)
- 4500 MBF per load ($\$360/4500 \text{ MBF} = \80 per MBF)
- Used GM Volume 200

Engineering Allowances

Total	Net Volume	\$/MBF
\$16,204.79	187.0	\$86.66

Cost Item	Total Cost
Road Construction:	\$14,790.22
Road Maintenance/Rockwear:	\$1,040.57
Road Use Fees:	\$374.00

Total	Net Volume	\$/MBF
\$2,389.00	187.0	\$12.78

Environmental Protection

Cost item	Total Cost
Equipment Washing	\$150.00
Subtotal	\$150.00

Road Construction, Maintenance, Use, & Decommissioning

Cost item	Total Cost
Purchaser Maint.	\$2,164.00
Subtotal	\$2,164.00

Slash Disposal & Site Prep

Cost item	Total Cost
Landing Pile Covering	\$75.00
Subtotal	\$75.00