

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

Hole in the Road Timber Sale
ORN01-TS-2018.0103
Date: January 12, 2018

PROSPECTUS

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

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9, attached. Written and oral bids will be received by the District Manager, or 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, February 14, 2018.

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 Molalla Pioneer on or about January 17, 2018. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper(s) to ensure accurate knowledge of the exact publication date.

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL INFORMATION concerning this timber sale tract is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office. The prospectus for this/these sale(s) is also available online at: <https://www.blm.gov/or/resources/forests/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 Northwest Oregon District Office at 503-375-5646.

Attachments:

Form 5450-17

Form 5430-11

Form 5440-9

TIMBER SALE NOTICE

NORTHWEST OREGON DISTRICT
CASCADES FIELD OFFICE
SALEM SUSTAINED YIELD UNIT

SALE DATE: February 14, 2017

CONTRACT NO. ORN01-TS-2018.0103, HOLE IN THE ROAD TIMBER SALE: CLACKAMAS COUNTY, OREGON: O&C & PD: ORAL AUCTION: BID DEPOSIT REQUIRED: \$208,300.00.

All timber designated for cutting on: E1/2SW1/4, SW1/4SE1/4, Sec. 15; SW1/4NW1/4, E1/2SW1/4, NE1/4SE1/4, S1/2SE1/4, Sec. 16; SE1/4NE1/4, Sec. 17; NW1/4NE1/4, SE1/4NE1/4, NW1/4, NE1/4SE1/4, Sec. 21; NE1/4, NE1/4NW1/4, N1/2SW1/4, SE1/4SW1/4, W1/2SE1/4, SE1/4SE1/4, Sec. 22; SW ¼ NW ¼, Sec. 26 and E1/2NE1/4 Sec. 27, T. 7. S., R. 3 E., W.M.

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

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

Approx. No. Merchantable Trees	Est. Vol. MBF 32' Log	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Volume Times Appraised Price
21,322	5,005	Douglas-fir	6,004	\$335.50	\$2,014,342.00
3,016	276	western hemlock	349	\$196.20	\$68,473.80
24,338	5,281	Totals	6,353		\$2,082,815.80

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 Area were based on variable plot cruise for estimating the board foot volume of trees. Plots were measured in units 1, 2, 3, 7, 8, 10 and 11 using a 40 basal factor and in units 4, 5, 6, 9, 12 and 13 using a 20 basal factor in the Partial Cut Area. The Right-of-Way volume is based on a 3P cruise for estimating the board foot volume of the trees. Approximately 0% of the total sale is salvage material. With respect to the merchantable trees of all species; the average tree is 14.9 inches DBHOB; the average log contains 58 bd. ft.; the total gross volume is approximately 6677 MBF; and 95% recovery is expected.

CUTTING AREA: Thirteen units totaling approximately 231 acres shall be Partial Cut and approximately 3 acres of Right-of-Way shall be cut. Acres shown on Exhibit A have been computed using a Trimble Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

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

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

Access the units as follows:

- From Hwy 211 N Estacada/Sandy turn Right onto Mathias Road for approximately 0.3 miles.
- Turn Left on S. Freyer Park Road for approximately 1.7 miles.
- Turn Right on Dickey Prairie Road for approximately 5.2 miles.
- Turn Right on South Molalla Forest Road (6-3E-6) for approximately 10.3 miles (to access units 12 and 13).
- Continue on S. Molalla Forest Road for approximately 0.8 miles to 7-3E-16 (Horse Creek Road).

To unit 1:

- Turn Right on 7-3E-16 for approximately 0.4 miles.
- Park at junction of 7-3E-15.1, walk approximately 0.5 miles to access unit 1.

To units 2, 3, 4, 5 and 6:

- Continue on 7-3E-16 for approximately 1.3 miles to access units 2, 3, 4, 5 and 6.

To unit 7:

- From S. Molalla Forest Road turn Right on 7-3E-16 for approximately 2.0 miles.
- Turn Left on 7-3E-15 for approximately 0.3 miles.
- Turn Left on 7-3E-22.1 for approximately 0.9 miles.

To unit 8:

- From S. Molalla Forest Road turn Right on 7-3E-16 for approximately 2.0 miles.
- Turn Left on 7-3E-15 for approximately 1.0 miles.

To unit 9:

- From S. Molalla Forest Road turn Right on 7-3E-16 for approximately 1.5 miles.
- Turn Left on 7-3E-22 for approximately 1.3 miles.
- Turn Right on 7-3E-32 for approximately 0.8 miles.

To units 10 and 11:

- From S. Molalla Forest Road turn Right on 7-3E-16 for approximately 1.5 miles.
- Turn Left on 7-3E-22 for approximately 1.3 miles to access unit 10.
- From 7-3E-22 continue for approximately 0.3 miles.
- Turn Left on to 7-3E-23.4 for approximately 0.5 miles to access unit 11.

ACCESS AND ROAD MAINTENANCE:

A gate key is not required for access.

Purchaser is authorized to use Bureau of Land Management controlled roads for timber haul and Purchaser shall pay a road maintenance fee of Sixty-four thousand seven hundred seventy-one and 89/100 dollars (\$64,771.89) and rockwear fee of Ten thousand seven hundred forty and 27/100 dollars (\$10,740.27) to the Bureau of Land Management. A license agreement will need to be obtained from Weyerhaeuser Company for haul and pay a road use fee of One thousand one hundred eighty and 00/100 dollars (\$1,180.00) and rockwear fee in the amount of Two hundred thirty and 10/100 dollars (\$230.10). The Purchaser will be required to maintain certain Bureau of Land Management and Weyerhaeuser controlled roads as shown on Exhibit E map.

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. Purchaser shall also be responsible for performing post storm inspections and maintenance during the winter season for all Purchaser maintained roads.

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

1. Road Construction:

Road P1 (7-3E-15.1 Ext.), 1005 feet, 14-foot subgrade outsloped no ditch, Surfacing – dirt, Usable width 12 feet.

Road P2 (7-3E-22.6), 315 feet, 14-foot subgrade outsloped no ditch, Surfacing - dirt, Usable width 12 feet.

Road P3 (7-3E-15.8), 380 feet, 14-foot subgrade outsloped no ditch, Surfacing - dirt, Usable width 12 feet.

Road P4 (7-3E-16.8), 520 feet, 14-foot subgrade outsloped no ditch, Surfacing – dirt, Usable width 12 feet.

Road P6 (7-3E-15 Ext.), 1155 feet, 14-foot subgrade outsloped no ditch, Surfacing – dirt, Usable width 12 feet.

Road P7 (7-3E-22.7), 310 feet, 14-foot subgrade outsloped no ditch, Surfacing – dirt, Usable width 12 feet.

Road P8 (7-3E-22.8), 415 feet, 14-foot subgrade outsloped no ditch, Surfacing – dirt, Usable width 12 feet.

Road P9 (7-3E-26), 160 feet, 14-foot subgrade outsloped no ditch, Surfacing – dirt, Usable width 12 feet.

2. Renovation and Maintenance: 11.03 miles includes but not limited to brushing, blading, clean ditch, clean inlet and outlet of existing culverts, replacement and new installation of culverts and spot rocking. Roads 7-3E-15.1, 7-3E-17.4 and Weyerhaeuser section of the 7-3E-32 will be bladed with dozer.

3. Estimated Quantities:

- a. Clearing:
2 acres of new construction
- b. Excavation:
1445 cubic yards of common
- c. Culverts:
326 feet of 24 inch CMP
30 feet of 18 inch CMP
78 – culvert markers for new and existing culverts

d. Aggregate Material:

<u>Quantity</u>	<u>Description</u>
230 loose cubic yards	3 inch minus crushed rock (for 7-3E-32 and 7-3E-15.1)
490 loose cubic yards	1 ½ inch minus crushed rock
32 loose cubic yards	¾ inch minus crushed rock – culvert bedding
10 cubic yards	Riprap – reference culvert list for location
300 loose cubic yards	Maintenance rock
Rock Source: Commercial location	

Rolling: 6 stations per hour

4. Miscellaneous Items:

- a. Right-of-way Debris Disposal:
Debris shall be disposed of by piling large woody material near beginning of roads listed and scattering the remaining clearing and grubbing material. Large woody material will be hauled near the entrance for roads P2, P3, P4, P6, P7, P8, P9 and 7-3E-15.1.
- b. Any required construction or renovation of roads shall be completed and accepted, prior to the removal of any timber, except right-of-way timber, over that road.
- c. Newly constructed roads may be rocked at Purchasers expense and placed accordingly to the design standards in the contract.
- d. Newly constructed roads and re-opening of existing roads shall be blocked to vehicle traffic if not used within fifteen (15) days. New construction and re-opening of existing roads to be carried over the winter shall be winterize and or barricaded.
- e. In-water work window is July 15 – October 1.
- f. Road construction signs must be posted during operations along with a CB channel indication.
- g. No tracked equipment on the pavement. If damage occurs it will be at the Purchaser's expense to repair surface.

OTHER:

Decommissioning of road, 7-3E-16.6. The road and compacted areas made from equipment and logging operations shall be de-compacted. The area shall not hold water, waterbars may be constructed as needed, a barricade at road entrance and possibly along the edge by the paved road. It will be grass seeded, fertilized and mulched.

Other roads to be closed will be stabilized, which include but not limited to: waterbars, water dips, barricades, hauling and placement of slash, grass seeding, fertilizing and mulching. Stabilizing occurs on 2.79 miles of road.

Decommissioning and or stabilizing roads shall be completed within fifteen (15) days after timber harvest completion.

SPECIAL ATTENTION ITEMS:

- Sec. 41.b. Blue marked timber in units 12 and 13
- Sec. 42. f. Top stumps within 25 feet of road within units 12 and 13
- Sec. 42.k.-o. Seasonal restrictions
- Sec. 42.cc. Logging Residue Reduction

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

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

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

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

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

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

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

Seasonal Restriction Matrix

Seasonal Restriction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
No logging operations or road work due to Northern Spotted Owl nesting within units 7, 8 and 9. (42.k.)*												
No hauling in Unit 1 due to fish habitat protection. (42.l.)												
No skidding or ground-based operations. (42.m.)**												
No road construction, decommissioning, stabilization or hauling on natural surface roads due to wet conditions. (42.n.)**												
No in-stream work. (42.o.)												

	Operations Restricted
	No Restrictions

*May be waived if no Owls are found after surveys.

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

TIMBER SALE CONTRACT SPECIAL PROVISIONS

Sec. 41.

RESERVED

- a. All timber on the reserve areas shown on Exhibit A and all painted and posted orange trees which are on or mark the boundaries of the reserve areas.
- b. All timber painted orange above and below the stump, in units 1-11 as shown on Exhibit A.
- c. All timber in units 12 and 13, except approximately 917 trees marked for cutting with blue paint as shown on Exhibit A.
- d. All snags greater than fifteen (15) inches diameter at breast height outside bark in the Partial Cut Area shown on Exhibit A.
- e. All existing down logs greater than twenty (20) inches diameter on the large end and greater than twenty (20) feet long in the Partial Cut Area.
- f. All hardwoods greater than seven (7) inches diameter at breast height outside bark in the Partial Cut Area.

Sec. 42. Special Provisions -

LOGGING

- a. Before beginning operations on the contract area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date 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.
- b. Prior to the commencement of operations the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract, which shall include measures needed to ensure protection of the environment and watershed. A pre-work conference between the Purchasers authorized representative and the Authorized Officer must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan.
- c. Before cutting and removing any trees necessary to facilitate logging in the Partial Harvest Area as shown on Exhibit A, the Purchaser shall identify the location of skid roads, cable yarding roads; tailhold, tieback, guyline, lift, intermediate support and danger trees; and the clearing limits of landings on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the logging plan required in Sec. 42.b. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding the following conditions must be met:

1. All skid roads and/or cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees. However, unless otherwise approved in writing by the Authorized Officer, the width of each skid road and/or cable yarding road shall be limited to twelve (12) feet.
2. The Purchaser may immediately cut and remove additional timber to clear skid roads, cable yarding roads and landings; and provide tailhold, tieback, guyline, lift and intermediate support trees; and clear danger trees when the trees have been marked with a paint color to be designated by the Authorized Officer above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Sec. 3.(b) of the contract or sufficient bonding has been provided in accordance with Sec. 3.(d) of the contract.
3. The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract; or, the Authorized Officer determines that the species of trees are not listed in Exhibit B of this contract or any tree that exceeds thirty-six (36) inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Sec. 8 of the contract.
4. This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Sec. 10 of the contract constitutes a violation of the contract and under Sec. 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.
5. If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Sec. 8 or Sec. 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.
6. The Government may reserve trees previously designated for cutting and removal by applying orange paint as replacements for additional trees cut and removed for skid roads and/or cable yarding roads when the Authorized Officer determines such reservation is

necessary to maintain stand densities consistent with objectives set forth in the management prescriptions. This may include the replacement of trees damaged by storm events, or insects or disease. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through unilateral modification of the contract executed by the Contracting Officer.

d. In the Partial Cut Area-Ground-Based Yarding, shown on Exhibit A, all yarding shall be done by equipment capable of transporting the leading end of logs clear of the ground and operated entirely on designated skid roads. Before felling and yarding any timber, except skid road right-of-way timber, in the Partial Cut Area – Ground-Based Yarding Area the Purchaser shall locate and construct designated skid trails as follows:

1. Mark the location of designated skid roads on the ground in a method approved by the Authorized Officer.
2. Space designated skid roads at a minimum of one hundred fifty (150) feet apart unless otherwise agreed to in writing by the Authorized Officer.
3. Ground-based operations shall be limited to slopes of thirty-five (35) percent or less, and existing skid roads should be used to the greatest extent possible and be located perpendicular to the slope to minimize road cutting.
4. Obtain approval from the Authorized Officer of the location of all designated skid roads.
5. Limit width of each skid road to a maximum of twelve (12) feet.

e. In the Partial Cut Area– Skyline Yarding, shown on Exhibit A, uphill yarding shall be done with a skyline type cable system and carriage capable of lateral yarding up to seventy-five (75) feet from a fixed position on the skyline unless otherwise approved by the Authorized Officer. The leading end of all logs shall be transported free of the ground during in-haul yarding. The rigging of tail or lift trees shall be required outside the Partial Cut Area shown on Exhibit A where necessary to meet this requirement. The minimum distance between skyline corridors shall be one hundred fifty (150) feet unless otherwise approved by the Authorized Officer. The Purchaser shall directionally fall trees into lead with the lateral yarding or yarding in-haul directions.

f. All trees designated for cutting within Units 12 and 13 within twenty-five (25) feet of South Molalla Forest Road (6-3E-6), as shown on Exhibit A, and identified by the Authorized Officer, shall be cut so that the resulting stumps shall not be higher than six (6) inches measured from the ground on the uphill side of the trees.

g. In the Partial Cut Area shown on Exhibit A, all trees designated for cutting and removal shall be felled and cut into log lengths not to exceed forty (40) feet plus trim before being yarded unless otherwise approved in writing by the Authorized Officer.

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

i. Prior to attaching any equipment to a Reserve Tree, the Purchaser shall obtain approval from the Authorized Officer and shall take precautions to protect the tree from damage as directed by the Authorized Officer.

j. No falling or yarding is permitted across any reserve area shown on Exhibit A unless approved by the Authorized Officer.

k. No logging operation or road work in Units 7, 8 and 9 as shown on Exhibit A, from March 1st of one calendar year and July 15th of the following calendar year both days inclusive due to Northern Spotted Owl critical nesting period.

l. No hauling in Unit 1 shall be conducted between December 1st of one calendar year and April 30th of the following calendar year both days inclusive, or during other periods of wet conditions, due to fish habitat protection.

m. No skidding or ground operations shall be conducted on the Contract Area between December 1st of one calendar year and March 31st of the following calendar year both days inclusive. This may be shortened or extended as determined by Authorized Officer.

n. No road construction, decommissioning, stabilization or hauling on natural surface roads, between December 1st of one calendar year and April 30th of the following calendar year both days inclusive. This may be shortened or extended as determined by Authorized Officer.

o. No in-stream work shall be conducted between October 1st of one calendar year and July 15th of the following calendar year both days inclusive to protect water quality.

SAFETY

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

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

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

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

ROAD CONSTRUCTION, RENOVATION, MAINTENANCE AND USE

q. New construction work shall include clearing and grubbing, excavating, grading and compacting road surfaces. In strict accordance with the plans and specifications shown on Exhibit C which is attached hereto and made a part hereof.

r. A log deck area shall be constructed adjacent to Road 7-3E-32 and material placed and compacted to enlarge the landing for logging operations. In strict accordance with the plans and specifications shown on Exhibit C which is attached hereto and made a part hereof.

s. Renovation of roads include but are not limited to: culvert replacement, new culvert installation, brushing, grading, ditch cleaning and spot rocking. In strict accordance with the plans and specifications shown on Exhibit C which is attached hereto and made a part hereof.

u. Decommissioning Road 7-3E-16.6 will included: de-compact road surface and other areas compacted by equipment, shall be grass seeded, fertilized and mulched. Barricaded at road intersection and other possible locations in strict accordance with the plans and specifications shown on Exhibit D which is attached hereto and made a part hereof.

v. Any required road construction or renovation shall be completed and accepted, in accordance with Section 18, prior to the removal of any timber, except right-of-way timber, over that road.

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

x. The Purchaser is authorized to use the roads listed and shown on Exhibit E 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 pay the required maintenance obligation described in Section 42 y and rockwear obligations described in Section 42 z. Any road listed on Exhibit E and requiring construction or renovation in Exhibit C of this contract, shall be maintained by the Purchaser until receiving written acceptance of the construction or renovation from the Contracting Officer. The Purchaser shall pay current Bureau of Land Management maintenance and rockwear fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
P1 = 7-3E-15.1 Ext	0.19	BLM	Natural
P2 = 7-3E-22.6	0.06	BLM	Natural
P3 = 7-3E-15.8	0.07	BLM	Natural
P4 = 7-3E-16.8	0.10	BLM	Natural
P5 = 7-3E-16.7	0.02	BLM	ASC
P6 = 7-3E-15 Ext.	0.22	BLM	Natural
P7 = 7-3E-22.7	0.06	BLM	Natural
P8 = 7-3E-22.8	0.08	BLM	Natural
P9 = 7-3E-26	0.03	BLM	Natural
6-3E-6 A - I	11.11	BLM	BST
7-3E-15 A - B	1.10	BLM	ASC
7-3E-15.1 A - B	1.11	BLM	ASC
7-3E-16 A - E Part	3.44	BLM	ASC
7-3E-16.2 Part	0.13	BLM	ASC
7-3E-16.6 All	0.04	BLM	ASC
7-3E-17.4 A Part	0.24	BLM	ASC
7-3E-21 All	0.15	BLM	ASC
7-3E-21.7 Part	0.13	BLM	ASC
7-3E-22 All	1.58	BLM	ASC
7-3E-22.1 A - C	1.05	BLM	ASC
7-3E-22.3 Part	0.18	BLM	ASC
7-3E-22.5 Part	0.05	BLM	ASC
7-3E-23.4 All	0.66	BLM	ASC
7-3E-27.1 All	0.20	BLM	ASC
7-3E-32 D Part & F	0.30	BLM	ASC

y. The Purchaser shall pay the Government a road maintenance obligation of Sixty-four thousand seven hundred seventy-one and 89/100 dollars (\$64,771.89) for the transportation of timber included in this contract price over said roads. Since the total road maintenance fee exceeds five hundred and 00/100 dollars (\$500.00), the Authorized Officer shall establish an installment schedule of payments.

z. The Purchaser shall pay the Government a road maintenance obligation for rockwear of Ten thousand seven hundred forty and 27/100 dollars (\$10,740.27) for the transportation of timber included in this contract price over said roads. Since the total rockwear fee exceeds five hundred and 00/100 dollars (\$500.00), the Authorized Officer shall establish an installment schedule of payments.

aa. The Purchaser shall perform any required road repair and maintenance work on 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.

bb. In the use of Road No. 7-3E-32 Segment E, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. S-664 dated August 19, 1965, between the United States of America and Weyerhaeuser Company. This document is available for inspection at the Northwest Oregon District Office in Salem.

These conditions include:

- (1) Payment of a road use obligation of One thousand one hundred eighty and 00/100 dollars (\$1,180.00) to Weyerhaeuser Company, payable at the time indicated in the License Agreement.
- (2) Payment of a rockwear obligation of Two hundred thirty and 10/100 dollars (\$230.10) to Weyerhaeuser Company, payable at the time indicated in the License Agreement.
- (3) Prior to the use of said road, the Purchaser shall furnish the Authorized Officer a properly signed copy of the executed License Agreement.
- (6) Purchaser will be required to carry liability insurance with the limits of \$1,000,000/\$1,000,000/\$1,000,000 and a performance bond of \$1,000.
- (7) 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.

cc. 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 (20) 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

dd. In order to prevent the spread of noxious weeds, the Purchaser shall pressure wash all earth disturbing equipment and logging equipment prior to entry onto BLM lands as directed by the Authorized Officer. Cleaning shall be defined as removal of all dirt, grease, plant parts and material that may carry noxious weed seeds. Equipment shall be inspected by the Authorized Officer at a site approved by the Authorized Officer to verify that the equipment had been reasonably cleaned prior to entry onto BLM lands.

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

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

- (1) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or re-initiation 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), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (3) federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;
- (4) other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;
- (5) when, in order to comply with a court order, which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
- (6) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;

- (7) species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines, or management direction established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
- (8) when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines, or management direction established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

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

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

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

claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to the Purchaser.

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

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

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

FIRE PREVENTION

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

LOGGING RESIDUE REDUCTION

hh. 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 twenty-five (25) acres of harvest area located in the harvest units. The required work shall consist of any treatment or combination of treatments, as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer.

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

2. Excavator pile and burn slash within 50 feet of roads 6-3E-6, 7-3E-17.4, 7-3E-16, 7-3E-22, 7-3E-22.1, 7-3E-22.3. Slash shall be piled by an excavator equipped with a hydraulic thumb. Finished piles shall be tight and free of dirt.

a. Unmerchantable logs greater than eight (8) inches on the small end shall be left in place, or positioned so that they will not be burned.

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

c. Machine piles shall be kept free of dirt and other non-wood debris and constructed as compactly as possible. There should be an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels.

d. A minimum 10-foot by 10-foot cover of four (4) millimeter polyethylene shall cap each machine pile to maintain a dry ignition point. The cover shall be firmly fixed to each pile to hold it in place. Plastic shall be held in place with woody debris or tied with rope or twine. The plastic must be secured so that it is held in place during strong wind conditions. The Purchaser is required to furnish the covering materials. Covering shall be completed as directed by the Authorized Officer.

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

3. Pile and burn landing slash within thirty (30) feet of the edge of each landing, all tops, broken pieces, limbs and debris more than one (1) inch in diameter at the large end and longer than three (3) feet in length shall be piled within fifteen (15) days of completion of hauling logs from that landing. Landing piles shall be kept free of dirt and located adjacent to roads at least twenty (20) feet from any Reserve Tree and/or as directed by the Authorized Officer. Upon completion of landing piling, the Purchaser shall prepare the landing piles for burning by securely covering each landing

pile by securely covering each pile with .004 inch thick polyethylene plastic film at least 20 feet wide. Landing piles shall be 75 percent covered with the covering extending three-quarters of the way down all sides. The plastic shall be oriented southwest to northeast. Pieces of burnable material shall be placed on top of the plastic to secure it from moving and to prevent it from blowing off during strong wind episodes. The Purchaser is required to furnish the covering materials. The timing of this covering work shall be in accordance with instructions from the Authorized Officer. No landing debris shall be dozed off the landing and covered with dirt. Debris which has been buried and is determined to be the source of holdover fire shall be excavated by the Purchaser, at the Purchaser's expense, with a tractor and/or hydraulic excavator as directed by the Authorized Officer. If the structure of the landing piles will not permit adequate consumption of piled debris by burning, the Purchaser shall re-pile them at the direction of the Authorized Officer.

ii. Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop-up assistance as required herein and measures required in Section 42.hh. The Purchaser shall, under supervision of the Authorized Officer or designated representative, assist in preparing units for burning, burning, mop-up, and patrol by furnishing, at the Purchaser's own expense, the services of personnel and equipment on each unit as shown below:

1. For Igniting, Burning, Mop-up of Piles on Units:

- a. One work leader(s) Firefighter Type 1 (FFT1) qualified according to National Wildfire Coordinating Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1) to supervise crew and equipment operations, and to serve as Purchaser's representative.
- b. Three-person crew Firefighter Type 2 (FFT2) qualified according to National Wildfire Coordination Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1, with sufficient fuel for burning, four (4) drip torches, one (1) power saw, and one (1) backpack pump, one (1) tool for each crew member.
- c. The crew shall arrive on the project area with radios capable of inter-crew communications and communication with a BLM representative at a ratio of one (1) radio per every five (5) crew members.
- d. All ignition and mop-up personnel will be directly supervised by a BLM representative.

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

All listed personnel shall be physically fit, experienced and fully capable of functioning as required. In addition, all listed personnel shall be qualified according to the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide, PMS-310-1 and provide documentation of these qualifications. On the day of ignition all listed personnel shall be fluent in speaking and understanding English, clothing shall consist of long pants and long sleeved shirts, and be of approved aramid fabric (Nomex™ or equivalent), as well as being free of diesel fuel oil. All personnel shall wear lug sole boots

with minimum eight (8) inch tall uppers that provide ankle support, approved hardhats and leather gloves. Personnel who do not meet these requirements or do not have proper clothing and personal protective equipment (PPE) will not be allowed to participate. All listed tools and equipment shall be in good usable condition. All power-driven equipment shall be fully fueled and available for immediate use. During periods of use under this subsection, the Purchaser shall provide fuel and maintenance for all such power-driven equipment.

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

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

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

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

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

LOG EXPORT RESTRICTIONS

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

or suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timbers regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp, and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8-3/4) inches in thickness or less; (6) shakes and shingles.

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

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

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

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

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

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

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

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

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

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

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Northwest Oregon District - Oregon

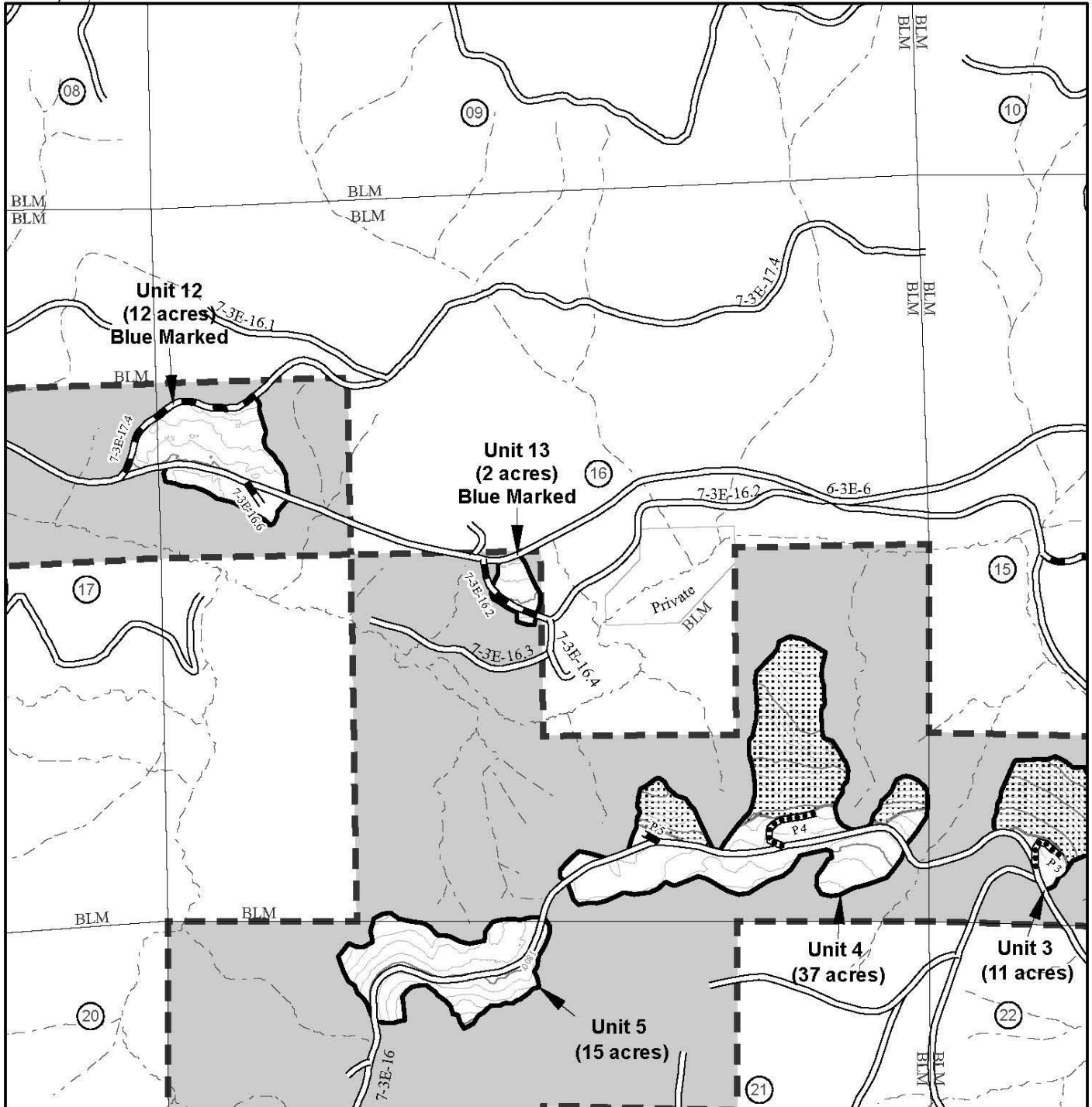
Exhibit A
Hole in the Road
Sheet 1 of 5



TIMBER SALE CONTRACT MAP - Contract No. ORN01-TS-2018.0103

January 03, 2018

T. 7 S. - R. 3 E., Section 16 W.M.



- Stream
- Road to be Constructed
- Road to be Renovated
- Existing Road
- Contract Area
- Reserve Area
- Timber Sale Area - Unit Boundary
- Partial Cut Area-Ground Based Yarding
- Partial Cut Area- Skyline Yarding

Partial Cut Area	231 Acres
New Construction Right-of-Way	3 Acres
Reserve Area	1266 Acres
Contract Area	1500 Acres

Note: Unit boundaries are painted orange and posted. Acres do not include existing or new roads. Acres shown on Exhibit A have been computed using a Trimble global positioning system receiver. Acreage was calculated based on global positioning system traverse procedures including differential correction.

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Northwest Oregon District - Oregon

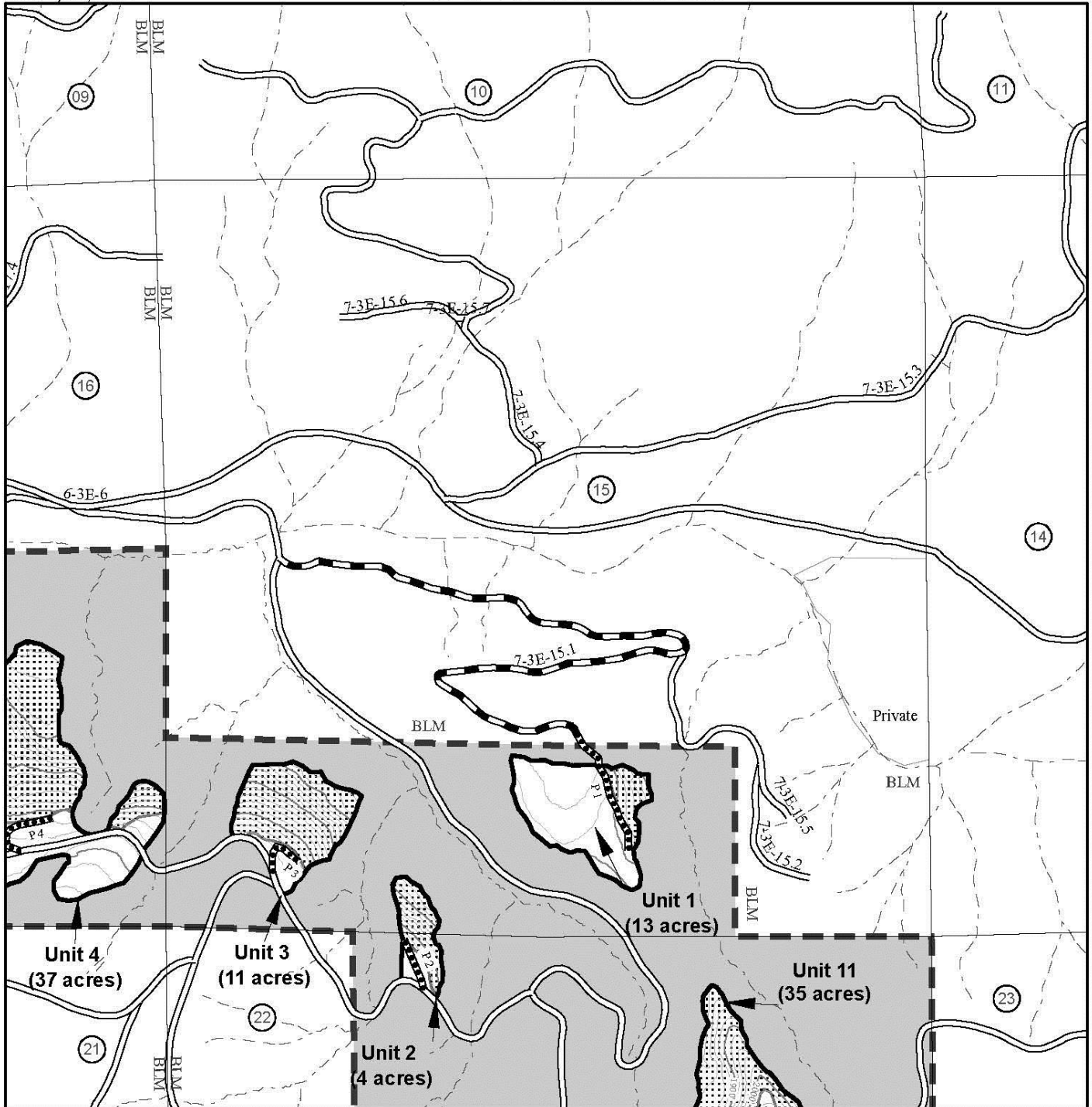
Exhibit A
Hole in the Road
Sheet 2 of 5



TIMBER SALE CONTRACT MAP - Contract No. ORN01-TS-2018.0103

January 03, 2018

T. 7 S. - R. 3 E., Section 15 W.M.



- Stream
- Road to be Constructed
- Road to be Renovated
- Existing Road
- Contract Area
- Reserve Area
- Timber Sale Area - Unit Boundary
- Partial Cut Area-Ground Based Yarding
- Partial Cut Area-Skyline Yarding

Partial Cut Area	231 Acres
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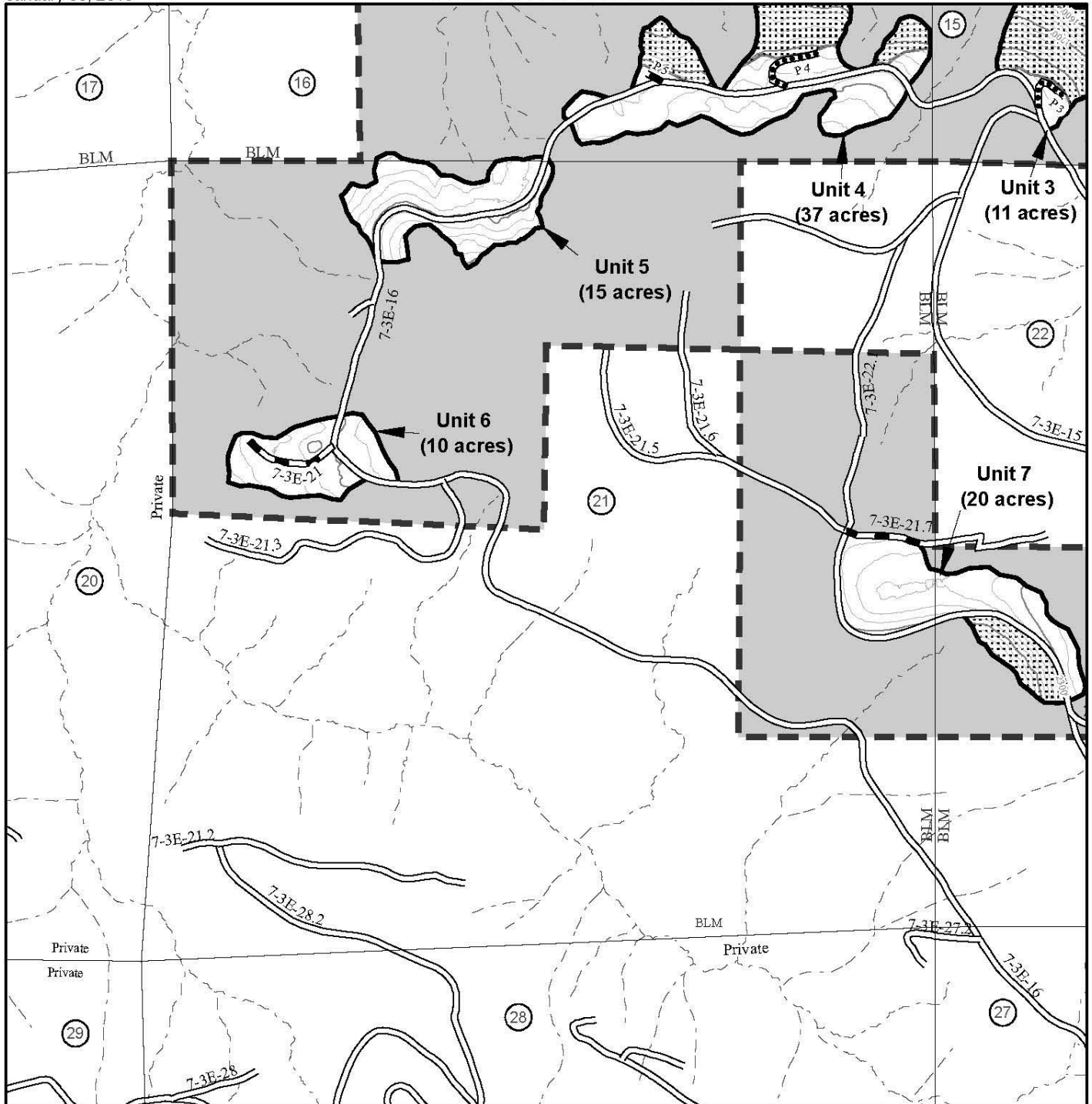
Exhibit A
Hole in the Road
Sheet 3 of 5



TIMBER SALE CONTRACT MAP - Contract No. ORN01-TS-2018.0103

January 03, 2018

T. 7 S. - R. 3 E., Section 21 W.M.



1,000 500 0 Feet

Contour Interval : 20'

- Stream
- Road to be Constructed
- Road to be Renovated
- Existing Road
- Contract Area
- Reserve Area
- Timber Sale Area - Unit Boundary
- Partial Cut Area-Ground Based Yarding
- Partial Cut Area- Skyline Yarding

Partial Cut Area	231 Acres
New Construction Right-of-Way	3 Acres
Reserve Area	1266 Acres
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Note: Unit boundaries are painted orange and posted. Acres do not include existing or new roads. Acres shown on Exhibit A have been computed using a Trimble global positioning system receiver. Acreage was calculated based on global positioning system traverse procedures including differential correction.

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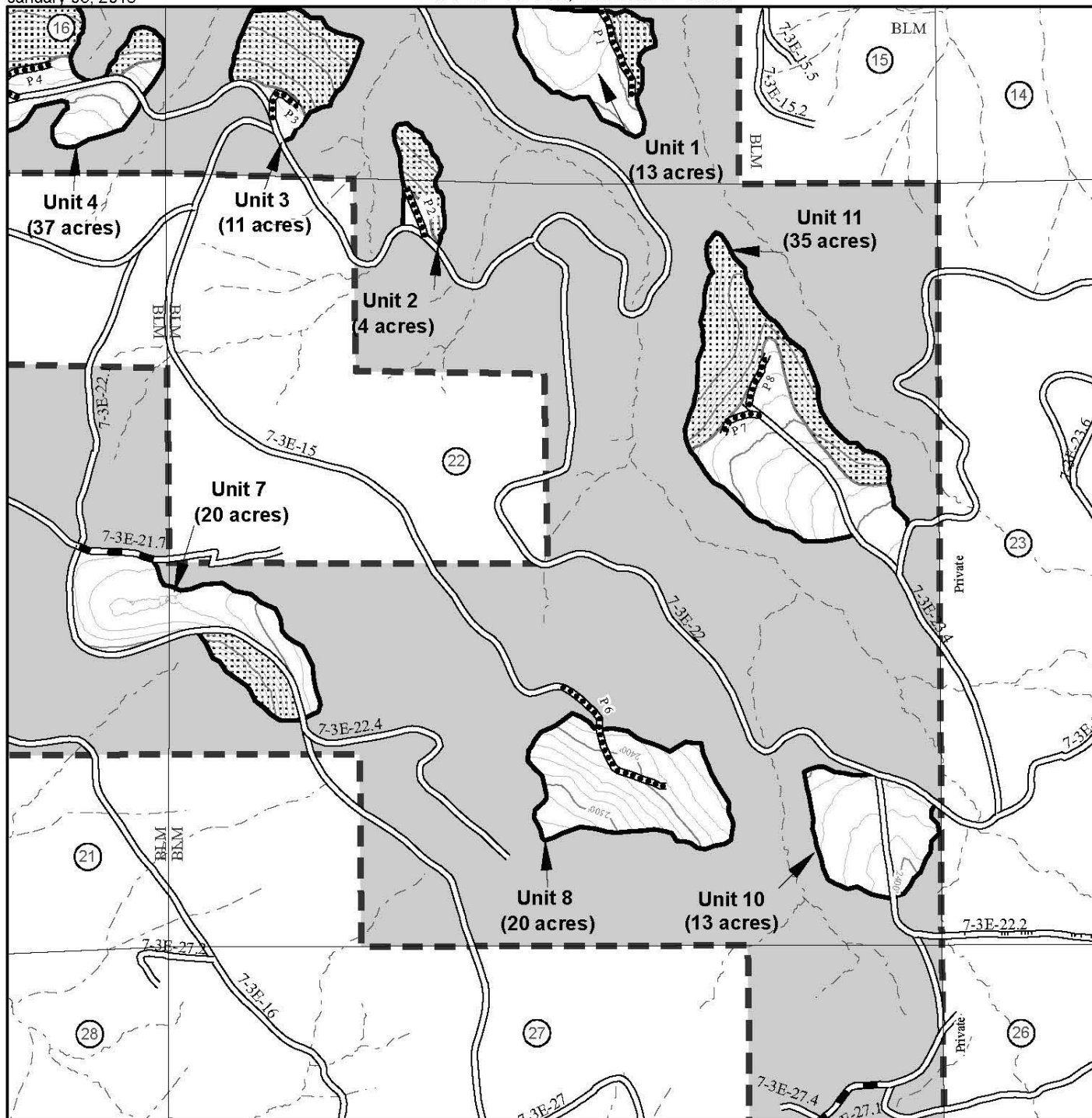
Exhibit A
Hole in the Road
Sheet 4 of 5



TIMBER SALE CONTRACT MAP - Contract No. ORN01-TS-2018.0103

January 03, 2018

T. 7 S. - R. 3 E., Section 22 W.M.



- Stream
- Road to be Constructed
- Road to be Renovated
- Existing Road
- Contract Area
- Reserve Area
- Timber Sale Area - Unit Boundary
- Partial Cut Area-Ground Based Yarding
- Partial Cut Area- Skyline Yarding

Partial Cut Area	231 Acres
New Construction Right-of-Way	3 Acres
Reserve Area	1266 Acres
Contract Area	1500 Acres

Note: Unit boundaries are painted orange and posted. Acres do not include existing or new roads. Acres shown on Exhibit A have been computed using a Trimble global positioning system receiver. Acreage was calculated based on global positioning system traverse procedures including differential correction.

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

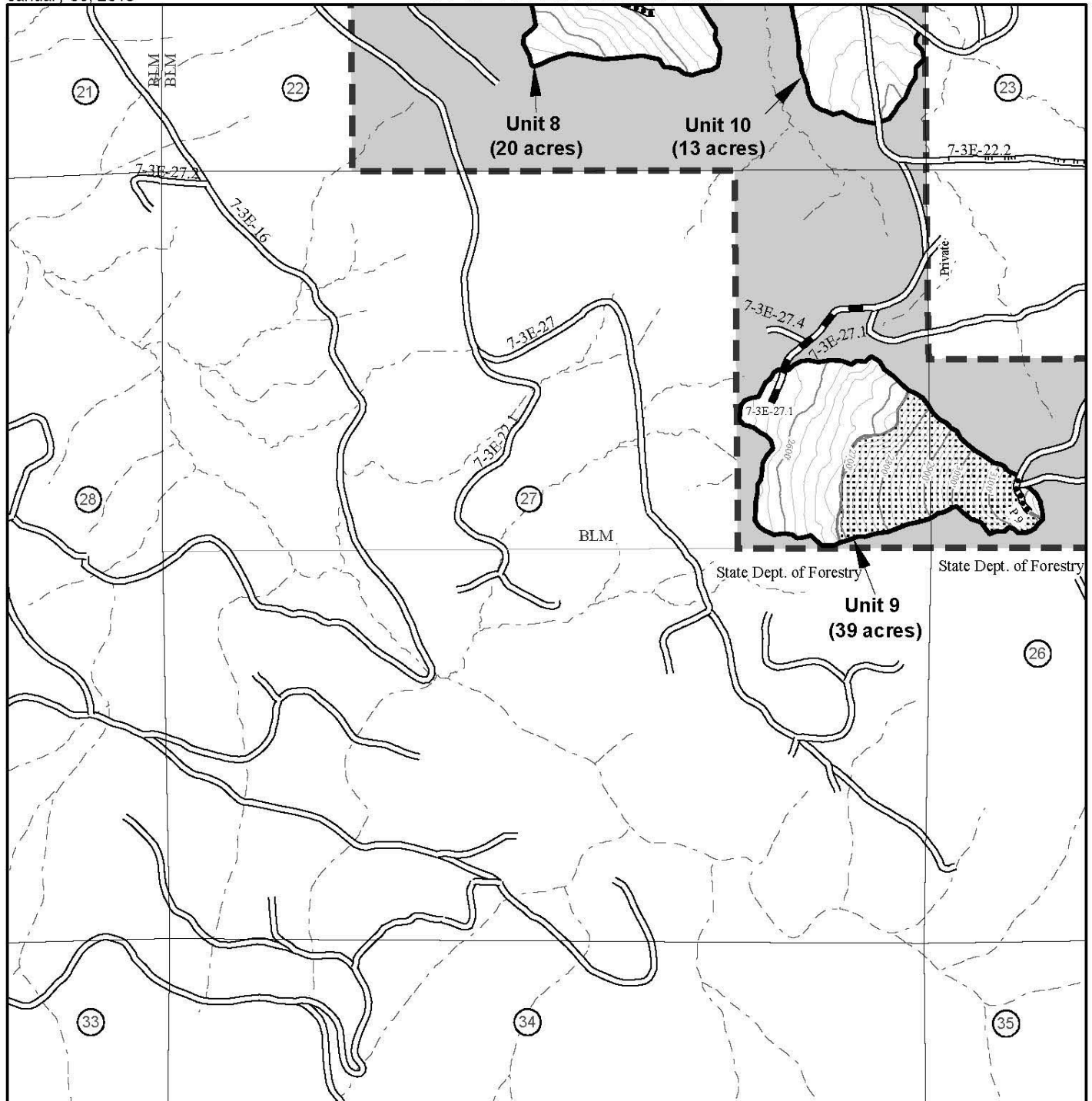
Exhibit A
Hole in the Road
Sheet 5 of 5



TIMBER SALE CONTRACT MAP - Contract No. ORN01-TS-2018.0103

January 03, 2018

T. 7 S. - R. 3 E., Section 27 W.M.



1,000 500 0 Feet

Contour Interval : 20'

- Stream
- Road to be Constructed
- Road to be Renovated
- Existing Road
- Contract Area
- Reserve Area
- Timber Sale Area - Unit Boundary
- Partial Cut Area-Ground Based Yarding
- Partial Cut Area- Skyline Yarding

Partial Cut Area	231 Acres
New Construction Right-of-Way	3 Acres
Reserve Area	1266 Acres
Contract Area	1500 Acres

Note: Unit boundaries are painted orange and posted. Acres do not include existing or new roads. Acres shown on Exhibit A have been computed using a Trimble global positioning system receiver. Acreage was calculated based on global positioning system traverse procedures including differential correction.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Contract No.
ORN01-TS-2018.0103
Hole in the Road

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	6,004.0	MBF	\$335.50	\$2,014,342.00
Western Hemlock	349.0	MBF	\$196.20	\$68,473.80
TOTALS	6,353.0	MBF		\$2,082,815.80

The apportionment of the total purchase price is as follows:

Unit 1

Douglas Fir	383.0 MBF	X	\$335.50	=	\$128,496.50
Western Hemlock	23.0 MBF	X	\$196.20	=	\$4,512.60
Total	406.0 Mbf				\$133,009.10 ÷ 13.0 acres = \$10,231.47/Acre

Unit 2

Douglas Fir	118.0 MBF	X	\$335.50	=	\$39,589.00
Western Hemlock	8.0 MBF	X	\$196.20	=	\$1,569.60
Total	126.0 Mbf				\$41,158.60 ÷ 4.0 acres = \$10,289.65/Acre

Unit 3

Douglas Fir	396.0 MBF	X	\$335.50	=	\$132,858.00
Western Hemlock	22.0 MBF	X	\$196.20	=	\$4,316.40
Total	418.0 Mbf				\$137,174.40 ÷ 11.0 acres = \$12,470.40/Acre

Unit 4

Douglas Fir	601.0 MBF	X	\$335.50	=	\$201,635.50
Western Hemlock	17.0 MBF	X	\$196.20	=	\$3,335.40
Total	618.0 Mbf				\$204,970.90 ÷ 37.0 acres = \$5,539.75/Acre

Unit 5

Douglas Fir	244.0 MBF	X	\$335.50	=	\$81,862.00
Western Hemlock	7.0 MBF	X	\$196.20	=	\$1,373.40
Total	251.0 Mbf				\$83,235.40 ÷ 15.0 acres = \$5,549.03/Acre

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Unit 6

Douglas Fir	162.0 MBF	X	\$335.50	=	\$54,351.00
Western Hemlock	5.0 MBF	X	\$196.20	=	\$981.00
Total	167.0 Mbf				\$55,332.00 ÷ 10.0 acres = \$5,533.20/Acre

Unit 7

Douglas Fir	589.0 MBF	X	\$335.50	=	\$197,609.50
Western Hemlock	38.0 MBF	X	\$196.20	=	\$7,455.60
Total	627.0 Mbf				\$205,065.10 ÷ 20.0 acres = \$10,253.26/Acre

Unit 8

Douglas Fir	589.0 MBF	X	\$335.50	=	\$197,609.50
Western Hemlock	38.0 MBF	X	\$196.20	=	\$7,455.60
Total	627.0 Mbf				\$205,065.10 ÷ 20.0 acres = \$10,253.26/Acre

Unit 9

Douglas Fir	1,071.0 MBF	X	\$335.50	=	\$359,320.50
Western Hemlock	98.0 MBF	X	\$196.20	=	\$19,227.60
Total	1169.0 Mbf				\$378,548.10 ÷ 39.0 acres = \$9,706.36/Acre

Unit 10

Douglas Fir	383.0 MBF	X	\$335.50	=	\$128,496.50
Western Hemlock	24.0 MBF	X	\$196.20	=	\$4,708.80
Total	407.0 Mbf				\$133,205.30 ÷ 13.0 acres = \$10,246.56/Acre

Unit 11

Douglas Fir	1,030.0 MBF	X	\$335.50	=	\$345,565.00
Western Hemlock	66.0 MBF	X	\$196.20	=	\$12,949.20
Total	1096.0 Mbf				\$358,514.20 ÷ 35.0 acres = \$10,243.26/Acre

Unit 12

Douglas Fir	204.0 MBF	X	\$335.50	=	\$68,442.00
Total	204.0 Mbf				\$68,442.00 ÷ 12.0 acres = \$5,703.50/Acre

UNITED STATES
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Contract No.
ORN01-TS-2018.0103
Hole in the Road

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**.

Unit 13

Douglas Fir	34.0 MBF	X	\$335.50	=	\$11,407.00
Total	34.0 Mbf				\$11,407.00 ÷ 2.0 acres = \$5,703.50/Acre

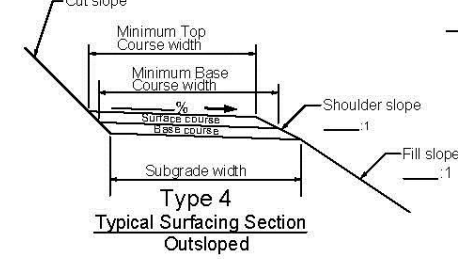
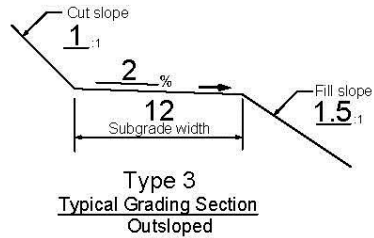
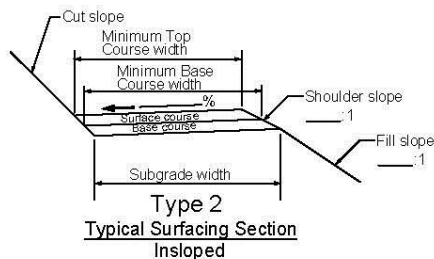
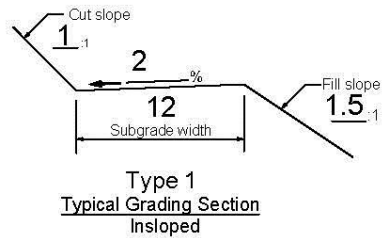
Unit R/W

Douglas Fir	200.0 MBF	X	\$335.50	=	\$67,100.00
Western Hemlock	3.0 MBF	X	\$196.20	=	\$588.60
Total	203.0 Mbf				\$67,688.60 ÷ 3.0 acres = \$22,562.87/Acre

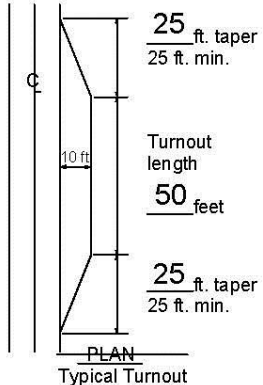
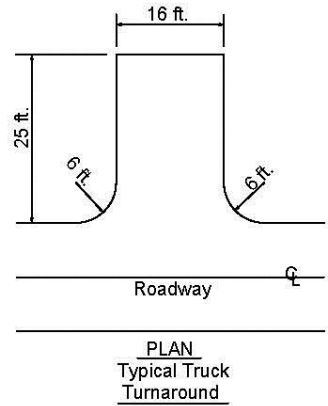
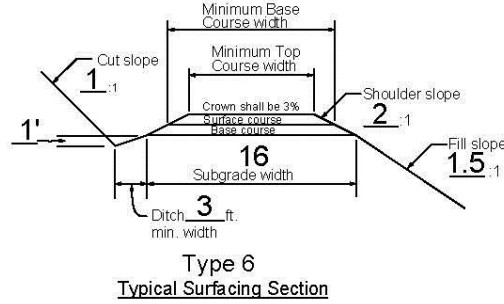
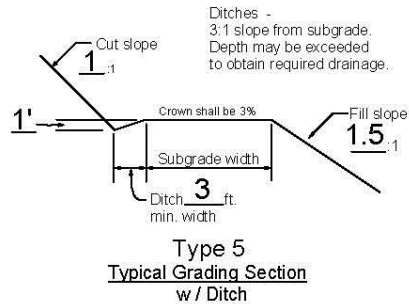
U.S. DEPT. OF THE INTERIOR
Bureau of Land Management
NORTHWEST DISTRICT OFFICE - OREGON
150: ROAD PLAN AND DETAIL SHEET

Sale Name Hole in the Road **EXHIBIT C**
Contract No. ORN01-TS-2018.0103 Sheet 9 of 38

ROAD NUMBER	STATION OR MILE POST	TO STATION OR MILE POST	LENGTH mi. or sta.	TYPICAL SECTION TYPE	ALIGNMENT Minimum Radius of Curve	ROAD WIDTH (*1 & 4)		GRADIENT		CLEARING WIDTH (*7)				SURFACING (*5)										REMARKS	
						Subgrd.	Ditch	Maximum Favorable	Maximum Adverse	Beyond		Existing roads (*6)	BASE COURSE					SURFACE COURSE							
										Top Cut	Toe Fill		Minimum Width	Comp. Depth	Surface Type (*3)	Grading Size (*3)	No. of Lifts	Minimum Width	Comp. Depth	Surface Type (*3)	Grading Size (*3)	No. of Lifts			
P1 (7-3E-15.01 Ext.)	0+00	10+05	10+05	3		14	0	2	18	5	5														New Construction
P2 (7-3E-22.06)	0+00	3+15	3+15	3		14	0	-3	3	5	5											ASC	C		New Construction, entrance rock 10 LCY
P3 (7-3E-15.08)	0+00	3+80	3+80	3		14	0	3	20	5	5											ASC	C		New Construction, entrance rock 10 LCY
P4 (7-3E-16.08)	0+00	5+20	5+20	3		14	0	0	17	5	5											ASC	C		New Construction, entrance rock 10 LCY
P5 (7-3E-16.07)	0+00	1+30	1+30	3		20	0					5	5									ASC	C		Renovate, entrance rock 10 LCY
P6 (7-3E-15 Ext.)	0+00	11+55	11+55	3		14	0	-16	14	5	5														New Construction
P7 (7-3E-22.07)	0+00	3+10	3+10	3		14	0	-4	9	5	5														New Construction
P8 (7-3E-22.08)	0+00	4+15	4+15	3		14	0	-4	-11	5	5														New Construction
P9 (7-3E-26.00)	0+00	1+60	1+60	3		14	0	-18	-6	5	5											ABC	A		New Construction, entrance rock 20 LCY
6-3E-6 A-I	0.00	11.11	11.11	6		35	2																		
7-3E-15 A-B	0.00	1.10	1.10	6		14	1					5	5									ASC	C		Renovate, spot rock 40 LCY, culvert 10 LCY
7-3E-15.01 A-B	0.00	1.11	1.11	4		14	1					5	5									ABC	A		Renovate, spot rock 80 LCY, culvert 60 LCY
7-3E-16 A-E part	0.00	3.44	3.44	6		14	1					5	5									ASC	C		Renovate, spot rock 100 LCY, culvert 20 LCY
7-3E-16.02	0.00	0.13	0.13	3, 5		14	1					5	5									ASC	C		Renovate, spot rock entrance 20 LCY
7-3E-16.06	0.00	0.04	0.04	1,3,5		14	1					5	5									ASC	C		Renovate, spot rock entrance 10 LCY
7-3E-17.04	0.00	0.24	0.24	5		14	1					5	5									ASC	C		Renovate, spot rock entrance 20 LCY
7-3E-21	0.00	0.15	0.15	5		14	1					5	5									ASC	C		Renovate, spot rock entrance 10 LCY
7-3E-21.07 part	0.00	0.13	0.13	5		14	1					5	5									ASC	C		Renovate, spot rock entrance 10 LCY
7-3E-22	0.00	1.58	1.58	6		14	1					5	5									ASC	C		Renovate, spot rock 40 LCY, culvert 20 LCY
7-3E-22.01 A-C	0.00	1.05	1.05	6		14	1					5	5									ASC	C		Renovate, spot rock 60 LCY
7-3E-22.03	0.00	0.18	0.18	6		14	1					5	5									ASC	C		Renovate, spot rock 40 LCY
7-3E-22.05 part	0.00	0.05	0.05	6		14	1					5	5												Renovate
7-3E-23.04	0.00	0.66	0.66	6		14	1					5	5									ASC	C		Renovate, spot rock 40 LCY
7-3E-27.01	0.00	0.20	0.20	5		14	1					5	5												Renovate, spot rock entrance 10 LCY
7-3E-32 D part-F	7.54	8.49	0.95	5		14	1					5	5									ABC	A		Renovate, spot rock 30 LCY, culvert 10 LCY
7-3E-32 Log Deck Area at 7.55 M.P. (approximate base size 40 ft deep by 60 ft long)																						ABC	A		Construct Log Deck Area, spot rock 30 LCY



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



*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 (base course)
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: otherwise 5 feet beyond cut bank and toe of fill.
- Grading (Renovation)**
See Section 500
- Drainage**
See Culvert Summary, Sheet 19 of 38.
- Compaction**
See Sections 300 and 500.

CULVERT LIST

NOTE:

1. DESIGNED CULVERT LENGTHS AND LOCATIONS ARE APPROXIMATE.

2. ALL CULVERTS HAVE 2 2/3" X 1/2" CORRUGATIONS UNLESS OTHERWISE NOTED.

3. SEE CULVERT INSTALLATION SHEET.

4. DOWN SPOUT TYPES;

1. FULL ROUND
2. HALF ROUND
3. RECTANGULAR FLUME

5. ELBOW TYPES;

1. CONVENTIONAL OR FABRICATED
2. TURNER TYPE
3. SLIP JOINT.

6. INCLUDE SPECIAL SECTIONS, STRUCTURES, HEADWALLS, FOOTINGS, AND OTHER DATA.

GAGE CHART STEEL & ALUM.		
GAGE	DEC. EQUIV. INCHES	
	STEEL	ALUM.
10	.138	.135
12	.109	.105
14	.079	.075
16	.064	.060

ALWAYS THINK SAFETY

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
SALEM DISTRICT - OREGON

CULVERT SUMMARY

DRAWN	J. REMIRO Eugene D.O.	SCALE	not to scale
DATE	1980	SHEET	1 OF 1

U.S. DEPT. OF THE INTERIOR
Bureau of Land Management
NORTHWEST OREGON DISTRICT

Contract No.

ORN01-TS-2018.0103

Sale Hole in the Road

Sheet 19 of 38[illegible]

PIPE ARCH CULVERT				
MATL	SIZE	GAGE	CORRUGATIONS	LENGTH

STRUCTURAL PLATE CULVERT				
MATL	SIZE	GAGE	CORRUGATIONS	LENGTH

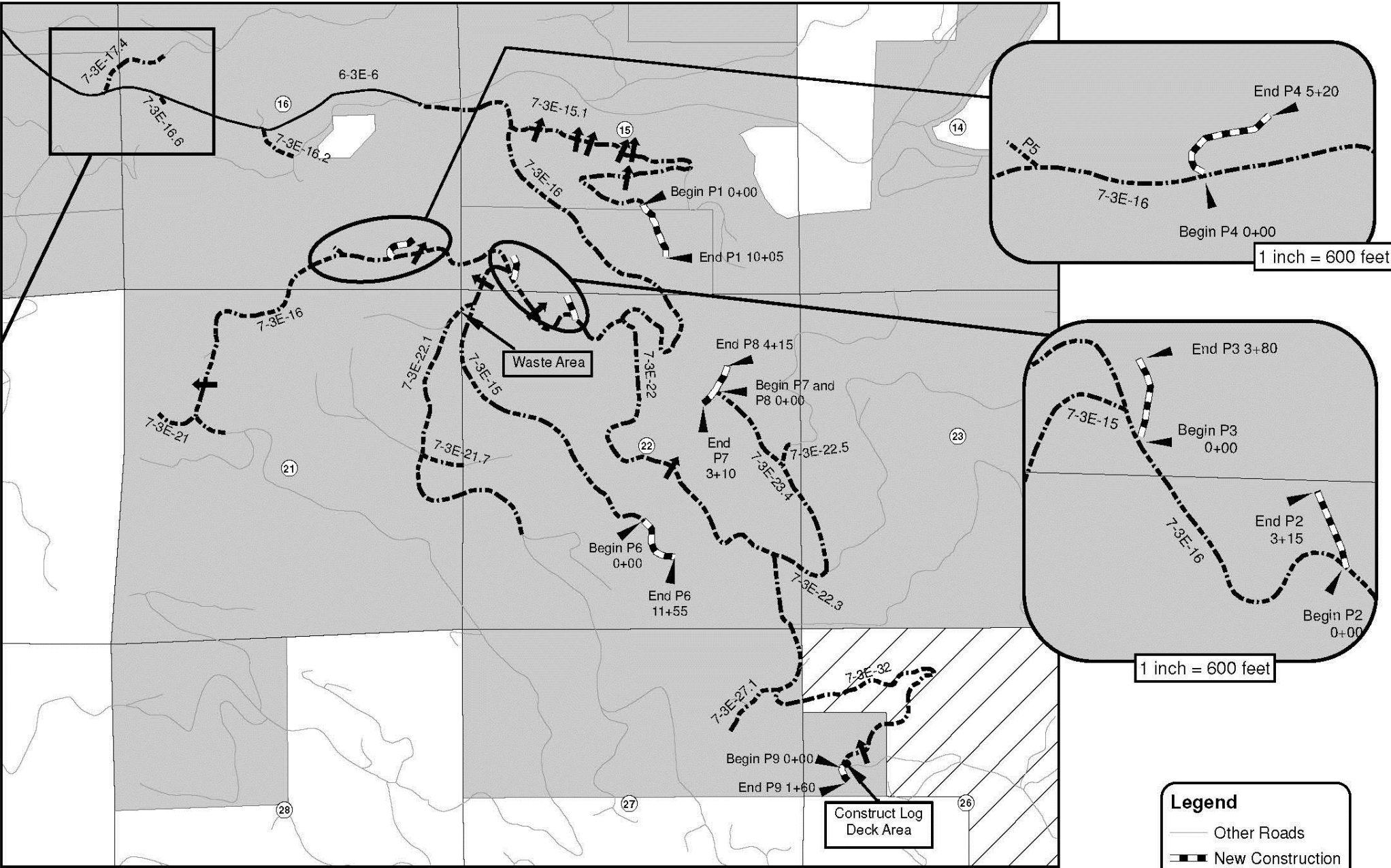
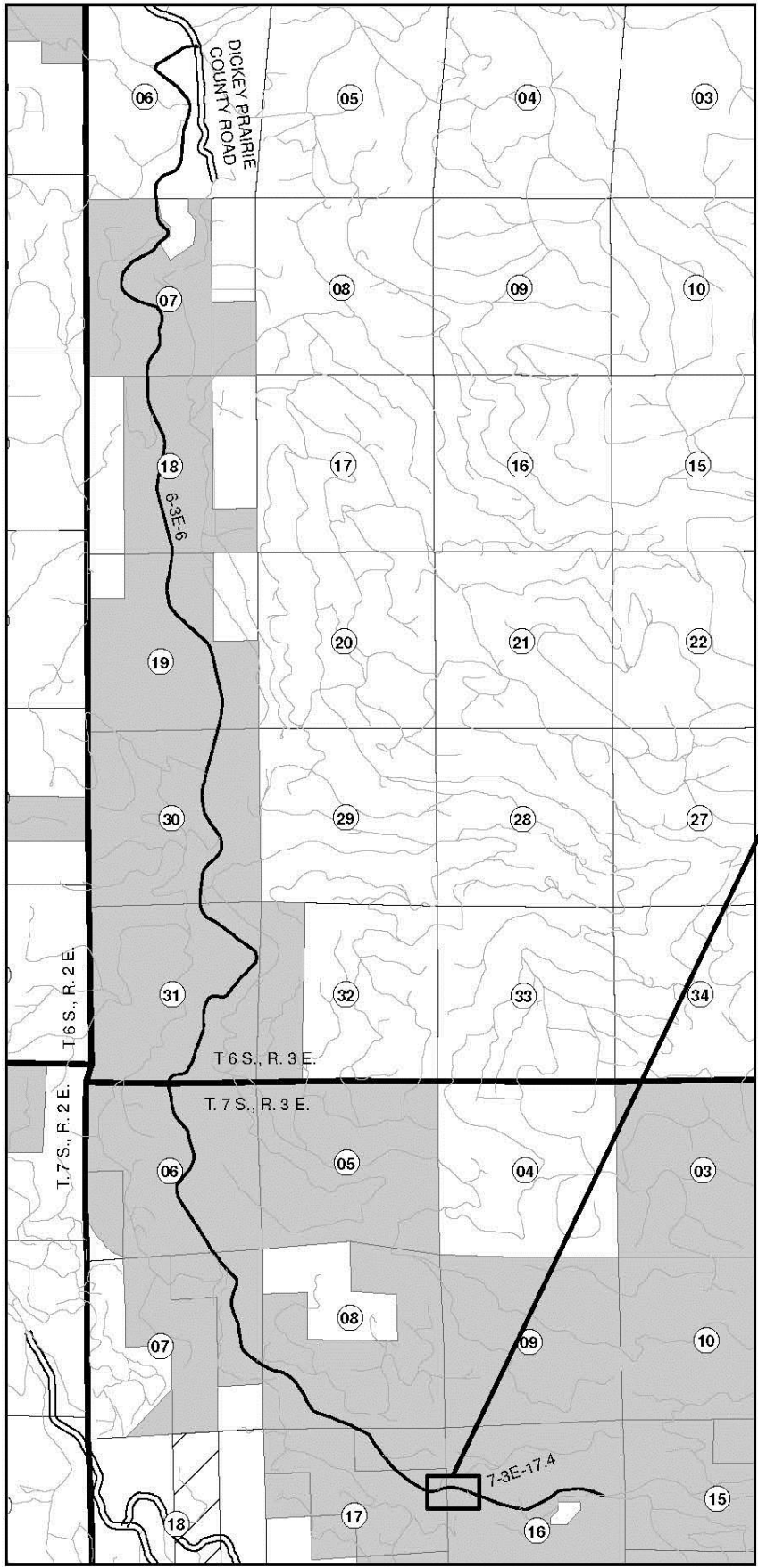
ROUND PIPE CULVERT				
MATL	SIZE	GAGE	CORRUGATIONS	LENGTH
CMP	18	14		30
CMP	24	14		326

DOWN SPOUTS		
TYPE	SIZE	LENGTH

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management
ROAD PLAN MAP

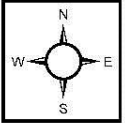
Sections 6, 7, 18, 19, 30 and 31, T. 6S., R. 3E.,
Sections 6, 7, 8, 15, 16, 17, 21, 22, 23, 26, and 27, T. 7S., R. 3E., W.M.

EXHIBIT C
Hole in the Road
ORN01-TS-2018.0103
Sheet 38 of 38



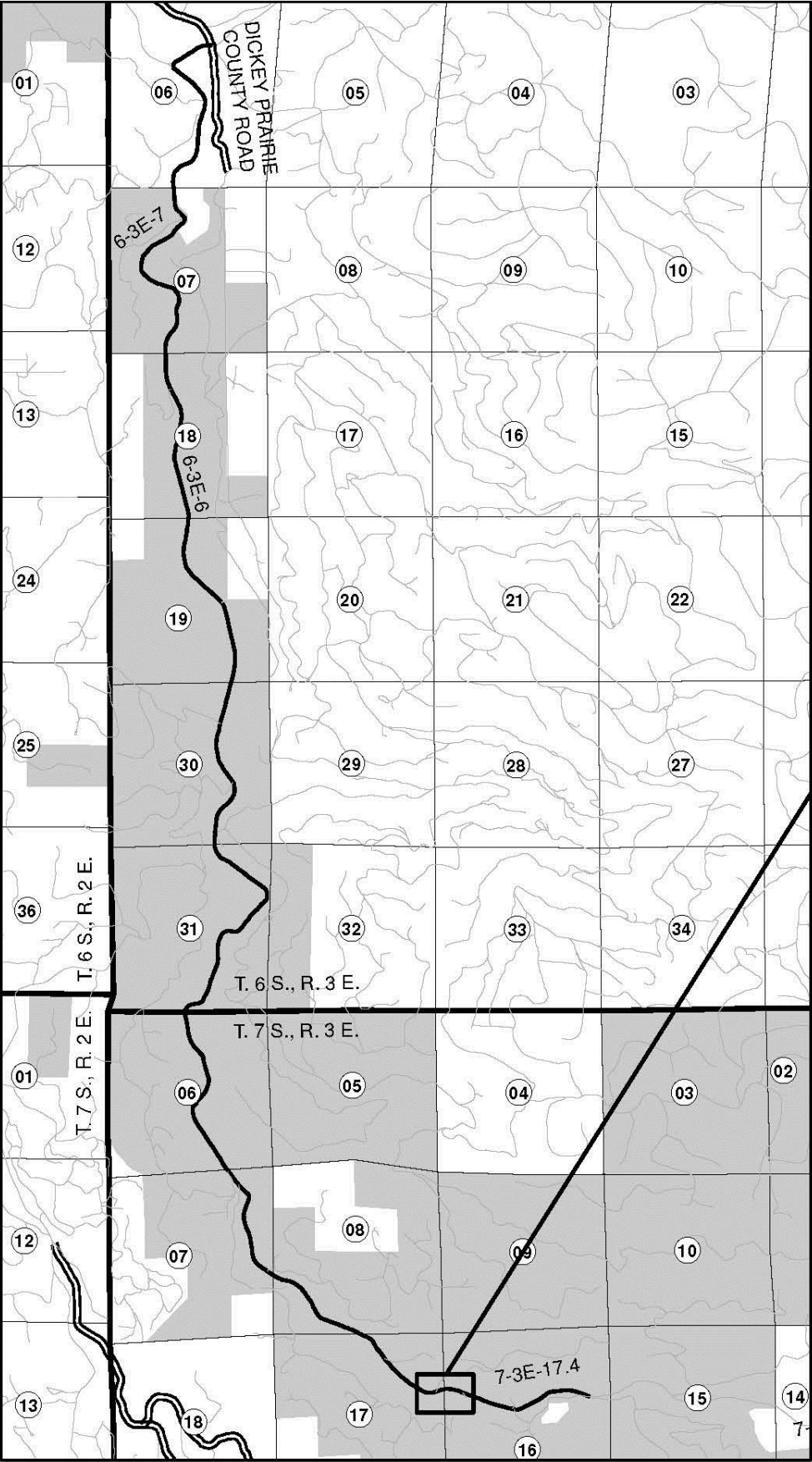
Legend

- Other Roads
- New Construction
- Road Renovation
- BLM Road
- County Road
- Culvert Location
- Weyerhaeuser
- BLM

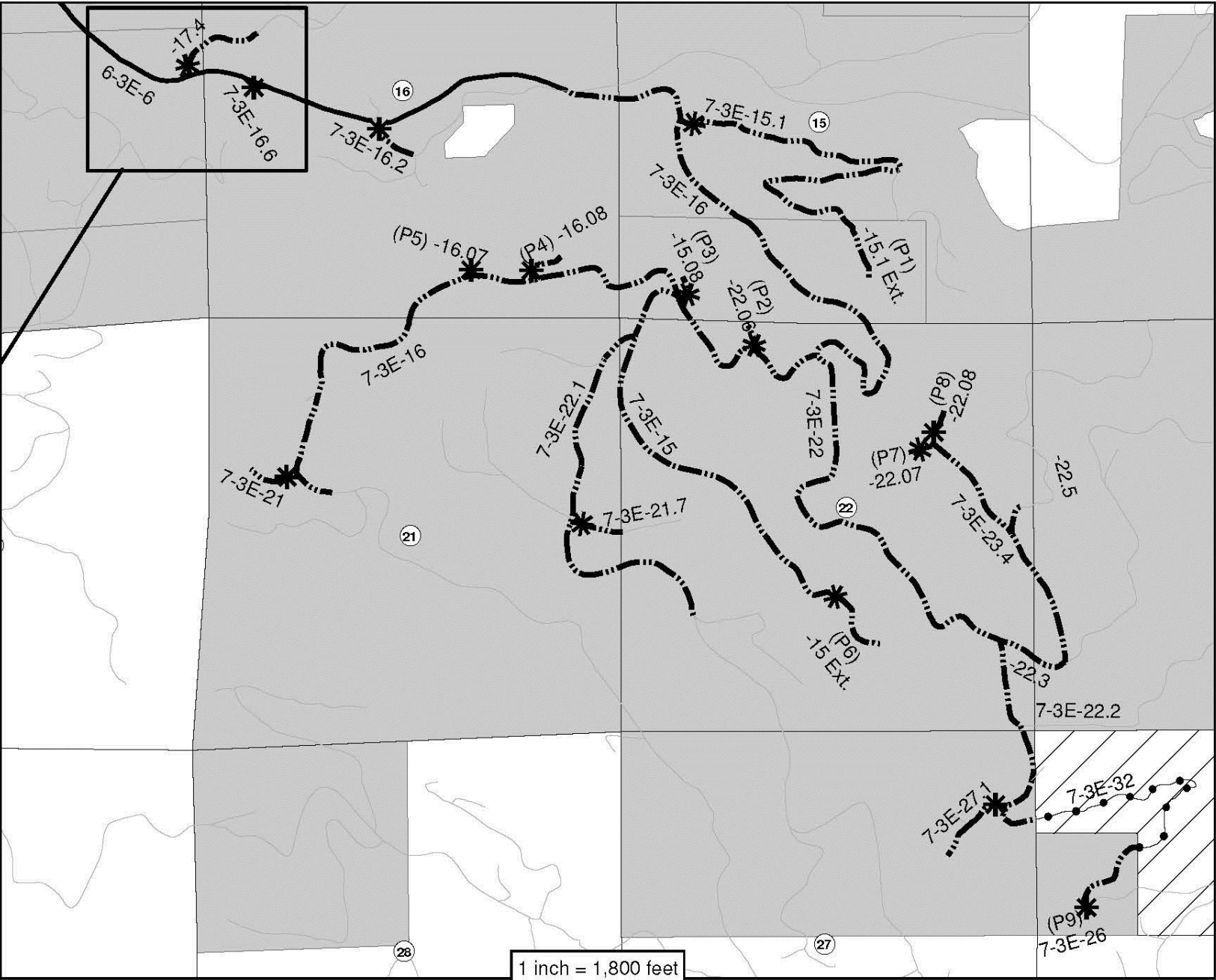


UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management
ROAD USE AND MAINTENANCE MAP
Sections 6, 7, 18, 19, 30 and 31, T. 6S., R. 3E.,
Sections 6, 7, 8, 15, 16, 17, 21, 22, 23, 26 and 27, T. 7S., R. 3E., W.M.

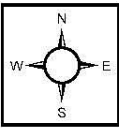
EXHIBIT E
Hole in the Road
ORN01-TS-2018.0103
Sheet 1 of 1



1 inch = 5,000 feet



1 inch = 1,800 feet



Legend

- Other Roads
- Existing BLM road to be used under this contract - BLM Maintenance
- Existing BLM road to be used under this contract - Purchaser Maintenance
- Existing Weyerhaeuser road to be used under this contract - Purchaser Maintenance
- County Road
- Barricade
- Weyerhaeuser
- BLM

**U.S. DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Northwest Oregon District**

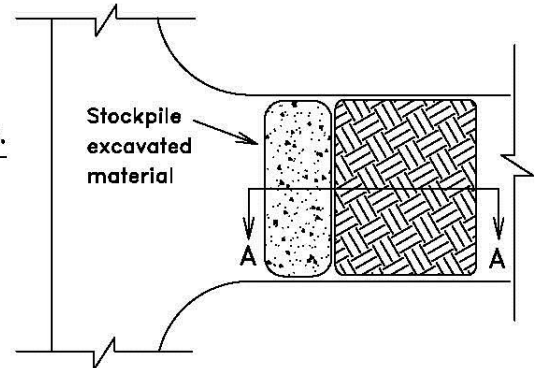
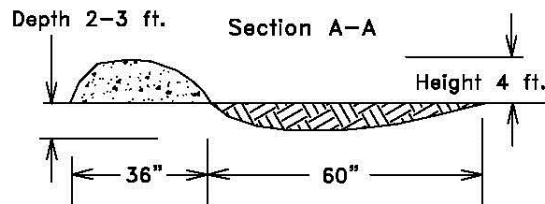
EXHIBIT H
Hole in the Road
ORN01-TS-2018.0103
Sheet 1 of 2

1. Roads shall be blocked as shown and could be combined with the Debris Barricade below.

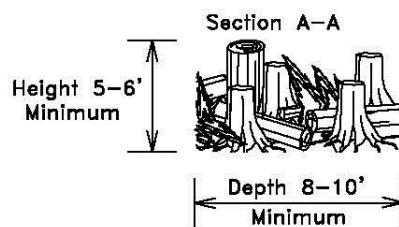
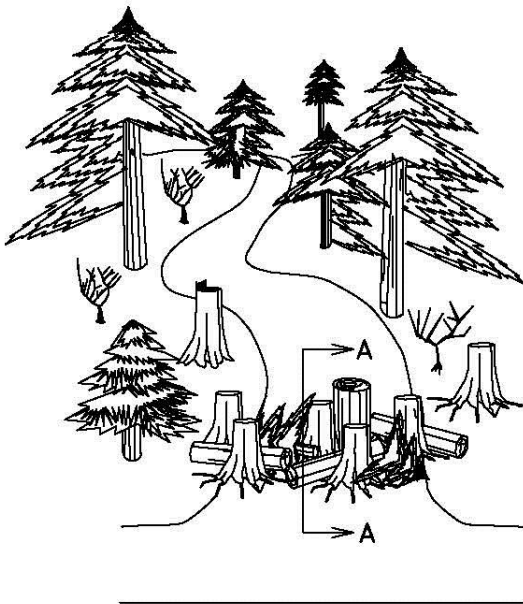
2. All excavated material shall be stockpiled at the entrance of the road to be blocked.

3. Exact locations will be determined by the Authorized Officer.

4. The barricade shall span the entire width of the roadway and beyond if needed to sufficiently block all vehicular access to the road.



Typical Earth Barricade Details
(Not to Scale)



1. Roads shall be blocked as shown using available debris and could be combined with the Earth Barricade above

2. All barricade material shall be stock piled in a large configuration of stumps, logs, large rocks, woody material and earth. Earth will be used to aid debris from being cut, stolen or moved from site.

3. Barricade locations will be determined by the Authorized Officer prior to construction

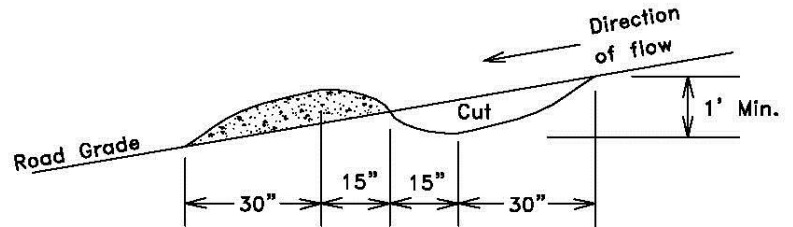
4. The barricade shall span the entire width of the roadway and shall sufficiently block all vehicular access to the road

Typical Debris Barricade Details
(Not to Scale)

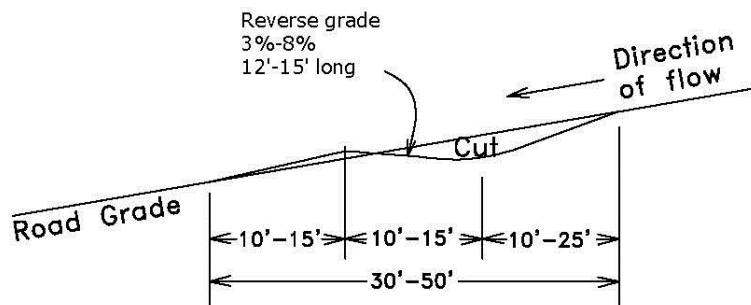
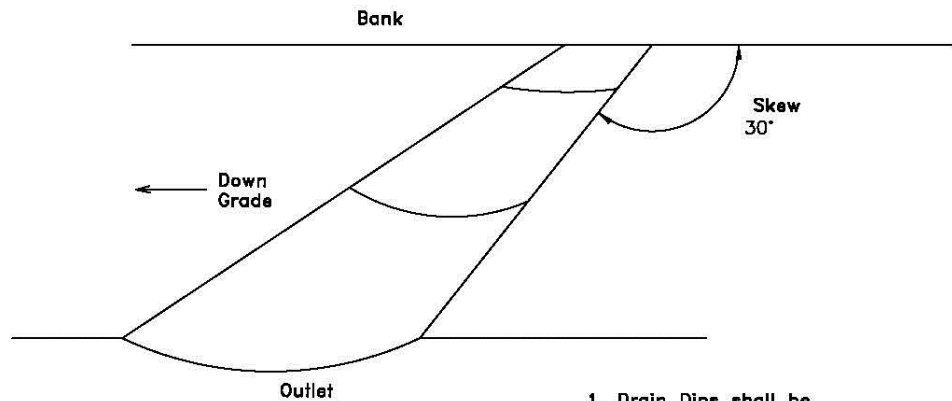
U.S. DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Northwest Oregon District

EXHIBIT H
Hole in the Road
ORN01-TS-2018.0103
Sheet 2 of 2

1. Waterbars shall be constructed as shown for drivable waterbar.
2. Non-Drivable waterbars shall be constructed with more cut and larger berm on downhill portion of waterbar.
3. Exact locations and quantities to be determined by the Authorized Officer.
4. All waterbars shall be skewed 30 degrees.
5. Waterbars shall extend from the cut bank to the fill slope and drain into vegetation with out blockage.



Typical Waterbar Details
(Not to scale)



1. Drain Dips shall be constructed to collect road surface run off and ditch water before reaching live stream.
2. Drain Dips shall extend from the cut bank to the fill slope and drain into vegetation with out any blockage.
3. Drain dips shall be skewed 30 degrees unless directed by the Authorized Officer.
4. Exact locations and quantities to be determined by the Authorized Officer.

Typical Drainage Dip Details
(Not to Scale)

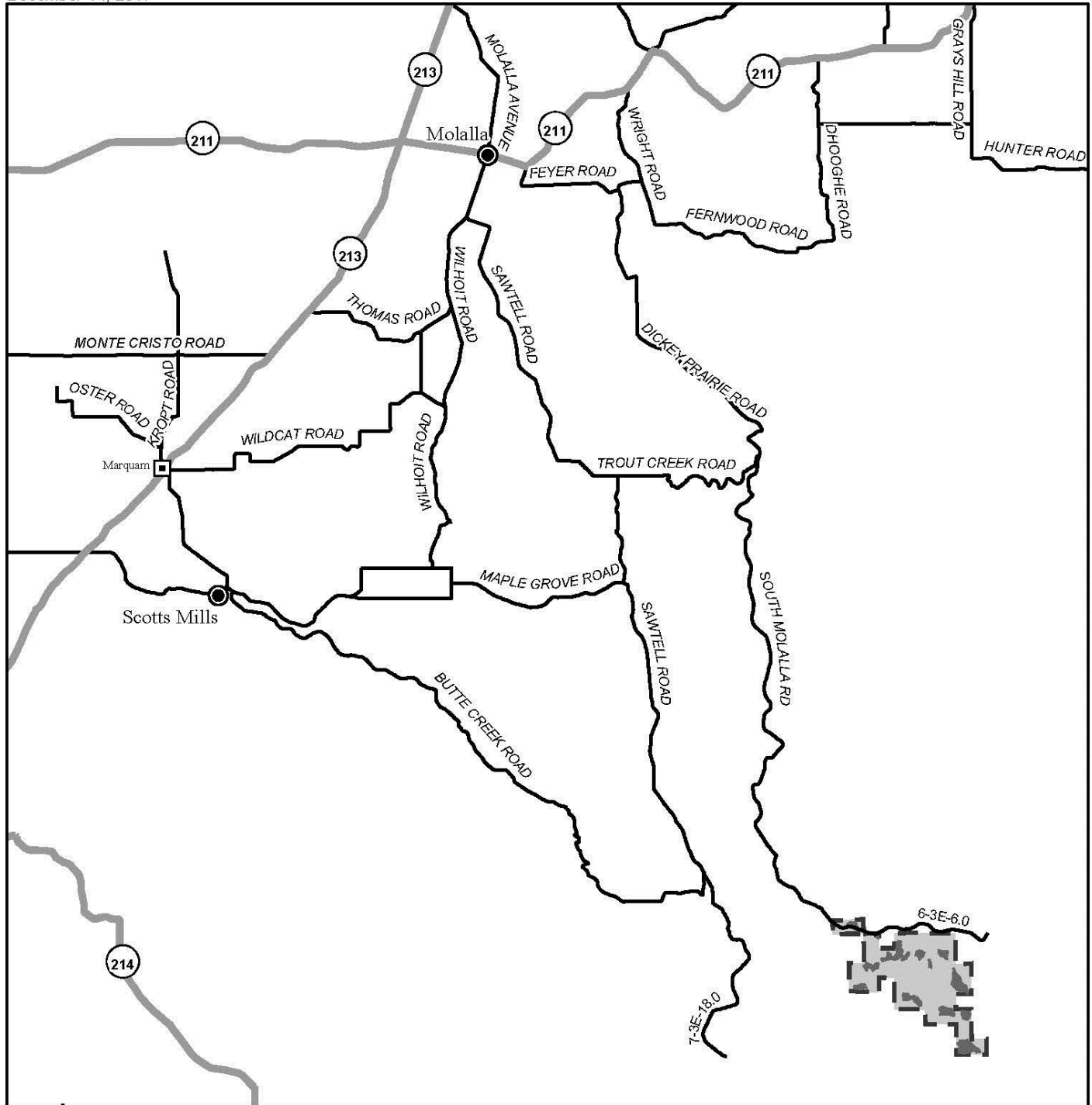
United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Northwest Oregon District - Oregon

Hole in the Road
Timbersale Vicinity

TIMBER SALE CONTRACT MAP - Contract No. ORN01-TS-2018.0103

T.7S., R.3E., Sections 15, 16, 17, 21, 22, 26 & 27. W. M.

December 14, 2017



- Highway
- Major road
- Contract Area
- Timbersale Units
- Reserve Area

Partial Cut Area	231 Acres
New Construction Right-of-Way	3 Acres
Reserve Area	1266 Acres
Contract Area	1500 Acres



Note: Unit boundaries are painted orange and posted. Acres do not include existing or new roads. Acres shown on Exhibit A have been computed using a Trimble global positioning system receiver. Acreage was calculated based on global positioning system traverse procedures including differential correction.

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Clackamas	7S	3E	15	S1/2SW1/4, SWSE1/4	Willamette
PD	Clackamas	7S	3E	16	SW1/4NW1/4, E1/2SW1/4, NE1/4SE1/4, S1/2SE1/4	Willamette
PD	Clackamas	7S	3E	17	SE1/4NE1/4	Willamette
O&C	Clackamas	7S	3E	21	NW1/4NE1/4, SE1/4NE1/4, NW1/4, NE1/4SE1/4	Willamette
O&C	Clackamas	7S	3E	22	NE1/4, NE1/4NW1/4, N1/2SW1/4, SE1/4SW1/4, SE1/4	Willamette
O&C	Clackamas	7S	3E	26	SW1/4NW1/4	Willamette
O&C	Clackamas	7S	3E	27	E1/2NE1/4	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	6,004.0	6,277.0	6,307.0	105,290	240	21,322
Western Hemlock	349.0	370.0	370.0	9,150	0	3,016
Totals	6,353.0	6,647.0	6,677.0	114,440	240	24,338

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
0.0	231.0	3.0	234.0	27.1

Logging Costs

Stump to Truck	\$954,259.03
Transportation	\$269,203.50
Road Construction	\$81,463.57
Maintenance/Rockwear	\$106,115.22
Road Use	\$1,180.00
Other Allowances	\$9,900.00
Total:	\$1,422,121.32
Total Logging Cost per MBF:	\$223.85

Utilization Centers

Location	Distance	% of Net Volume
Molalla	24.0 miles	100 %

Profit & Risk

Basic Profit & Risk	10 %
Additional Risk	3 %
Total Profit & Risk	13 %

Tract Features

Quadratic Mean DBH	14.9 in
Average GM Log	58 bf
Average Volume per Acre	27.1 mbf
Recovery	95 %
<u>Net MBF volume:</u>	
Green	6,353.0 mbf
Salvage	0 mbf
Export	0 mbf
<u>Ground Base Logging:</u>	
Percent of Sale Volume	70 %
Average Yarding Slope	15 %
Average Yarding Distance	200 ft
<u>Cable Logging:</u>	
Percent of Sale Volume	30 %
Average Yarding Slope	35 %
Average Yarding Distance	600 ft
<u>Aerial Logging:</u>	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

Cruise

Cruise Completed	July 2017
Cruised By	Rainey J., Rainey, M.
Cruise Method	

The timber volumes for the Partial Harvest Area were based on a variable plot cruise for estimating the board foot volume of trees. Plots were measured in units 1, 2, 3, 7, 8, 10, 11 using a 40 basal factor and in units 4, 5, 6, 9, 12, 13 using a 20 basal factor in for Partial Harvest Area. The Right-of-Way volume is based on a 3P cruise for estimating the board foot volume of trees.

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	21,322	6,004.0	\$642.96	\$83.58	\$223.85	\$0.00	\$335.50	\$2,014,342.00
Western Hemlock	3,016	349.0	\$482.82	\$62.77	\$223.85	\$0.00	\$196.20	\$68,473.80
Totals	24,338	6,353.0						\$2,082,815.80

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			9.0 %	42.0 %	44.0 %	5.0 %	

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western Hemlock				26.0 %	59.0 %	15.0 %	

Total Stump To Truck	Net Volume	\$/MBF
\$954,259.03	6,353.0	\$150.21

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

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Cable: Medium Yarder	GM MBF	1,996.0	\$223.26	\$445,626.96	3 Loads a day
Track Skidder	GM MBF	4,442.0	\$109.86	\$487,998.12	5 Loads a day
Track Skidder	GM MBF	209.0	\$91.55	\$19,133.95	6 Loads a day (R/W)
Subtotal				\$952,759.03	

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
Cable: Medium Yarder	Each	1.0	\$750.00	\$750.00	Provided for the distance between units
Shovel	Each	1.0	\$750.00	\$750.00	Provided for the distance between units
Subtotal				\$1,500.00	

Comments:

5mbf/Load, \$2.00 gallon, Gross Merch

Total	Net Volume	\$/MBF
\$269,203.50	6,353.0	\$42.37

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Molalla	24.0	Haul	GM MBF	6,647.0	\$40.50	\$269,203.50	100 %

Comments:

Mileage to Molalla = 24 miles; 49 mins x 2 (RT) = 100 mins (rounded); 30 mins (load/unload) = 130 RTM; 130 minutes = 2.25 hrs (rounded); 2.25 hrs x \$90 hr = \$202.50; \$202.50/5 mbf = \$40.50 per thousand

Engineering Allowances

Total	Net Volume	\$/MBF
\$188,758.79	6,353.0	\$29.71

Cost Item	Total Cost
Road Construction:	\$81,463.57
Road Maintenance/Rockwear:	\$106,115.22
Road Use Fees:	\$1,180.00

Comments:

Road use fees to Weyco \$2.00/mbf total of 590mbf

BLM rockwear \$10,740.27

BLM maintenance \$64,771.89

Private rockwear \$230.10

Estimated cost of purchaser maintenance \$30,372.96

Total	Net Volume	\$/MBF
\$9,900.00	6,353.0	\$1.56

Environmental Protection

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

Slash Disposal & Site Prep

Cost item	Total Cost
Landing Pile Cover, Burn	\$750.00
Pile Burn	\$1,500.00
Machine Pile Construction, Cover	\$7,500.00
Subtotal	\$9,750.00

Information for Timber Sale Notice, Prospectus, Sec. 41 & 42
Hole in the Road Timber Sale
ORN01-TS-2018.0103

Approx # of trees	Est Volume MBF 32'	Species	Est Volume MBF 16'	Appraised \$/MBF	Appraised Price
21,322	5,005.0	Douglas Fir	6,004.0	\$335.50	\$2,014,342.00
3,016	276.0	Western Hemlock	349.0	\$196.20	\$68,473.80
24,338	5,281.0		6,353.0		\$2,082,815.80

CRUISED BY:	Rainey J., Rainey, M.
CRUISE COMPLETED:	July 2017
COMBINED SAMPLING ERROR:	9.00 %

CRUISE DESIGN/METHOD Description:
The timber volumes for the Partial Harvest Area were based on a variable plot cruise for estimating the board foot volume of trees. Plots were measured in units 1, 2, 3, 7, 8, 10, 11 using a 40 basal factor and in units 4, 5, 6, 9, 12, 13 using a 20 basal factor in for Partial Harvest Area. The Right-of-Way volume is based on a 3P cruise for estimating the board foot volume of trees.

TRACT FEATURES

ALL SPECIES

QM DBH	14.9	INCHES
GM LOG	58	BD FT
Total Gross Volume	6,677	MBF
Recovery	95	%
Salvage	0	MBF
Export	0	MBF

Dominant Species: Douglas Fir

QM DBH	15.2	INCHES
GM Log	59	BD FT
Recovery	95	%
Salvage	0	MBF