

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

Jungle Gem Timber Sale
ORN01-TS-2017.0101
Date: September 28, 2016

PROSPECTUS

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

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9, attached. Written and oral bids will be received by the District Manager, or her representative, in the timber sale room at the District Office, 1717 Fabry Road, S.E., Salem, Oregon. Written bids and deposits will be accepted beginning at 8:30 a.m. and the timber sale oral auction will commence at 9:00 a.m., on Wednesday, October 26, 2016.

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 September 28, 2016. 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 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;
2. Comply with a court order, or;
3. Protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Salem District Record of Decision (ROD) and Resource Management Plan (RMP), or;
4. Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP.

This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

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

SALE DATE: October 26, 2016

CONTRACT NO. ORN01-TS-2017.0101, JUNGLE GEM TIMBER SALE:

MARION COUNTY, OREGON: O&C: ORAL AUCTION: BID DEPOSIT REQUIRED: \$42,500.00.

All timber designated for cutting on: Lot 3 and 4, S1/2NW1/4, Sec. 1, T. 8 S., R. 2 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
9,714	1,608	western hemlock	1,787	\$213.30	\$381,167.10
452	109	Douglas-fir	124	\$345.50	\$42,842.00
10,166	1,717	Totals	1,911		\$424,009.10

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

CRUISE INFORMATION: The timber volumes were based on a variable plot cruise using form class tables for estimating board feet volume of trees in 16-foot logs within the unit. The right-of-way volumes were based on a 3P system to select sample trees for western hemlock and a 100% cruise for Douglas-fir. Approximately 0% of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is 12.7 inches DBHOB; the average log contains 44 bd. ft.; the total gross volume is approximately 1,900 MBF; and 96% recovery is expected.

CUTTING AREA: One unit totaling approximately 47 acres shall be partial cut and approximately 2 acres of right-of-way will be cut. Acres shown on Exhibit A have been computed using a Trimble Geo XT Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

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

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

Access the units as follows:

- Travel south on to Crooked Finger road N.E. for approximately 12.4 miles.

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

ACCESS AND ROAD MAINTENANCE:

In the use of BLM controlled roads which the Purchaser is authorized to use, the Purchaser shall perform pre-haul and active haul maintenance.

In the use of Oregon Department of Forestry controlled roads which the Purchaser is authorized to use, the Purchaser shall enter into a license agreement with Oregon Department of Forestry and perform Purchaser maintenance on the roads during use. Maintenance includes spot rocking with a minimum of 250 cubic yards of 2" minus crushed rock. The Purchaser will be required to carry liability insurance with limits of \$2,000,000/\$2,000,000/\$2,000,000 and a performance bond of \$3,000.00. Licensee shall enter into a timber sale contract with Licensor for the purchase of Licensor's right-of-way timber (approx. 4,209 board feet) resulting from the new road construction. Timber will be sold at final Exhibit B prices.

Purchaser maintenance shall include frequent blading and shaping of road surface, spot rocking, ditch, culvert, and catch basin cleaning, removal of minor slides and other debris. Roads shall be left in a condition to withstand adverse weather at the end of each seasonal operation. Purchaser shall also be responsible for performing post storm inspections and maintenance during winter season for all Purchaser maintenance designated roads.

ROAD CONSTRUCTION AND RENOVATION:

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

1. Road Construction:

P1, Road 7-2E-36, 825 feet, 14-foot subgrade, outsloped, no ditch, surfacing - dirt with rocked entrance, usable width 12 feet.

P2, Road 8-2E-1.5, 420 feet, 14-foot subgrade, outsloped, no ditch, surfacing - dirt with rocked entrance, usable width 12 feet.

P3, Road 8-2E-1.6, 433 feet, 14-foot subgrade, outsloped, no ditch, surfacing - dirt with rocked entrance, usable width 12 feet.

2. Renovation:

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

3. Estimated Quantities:

Clearing:

2.0 acre of new construction

Excavation:

594 cubic yards of common

4. Aggregate Material:

<u>Quantity</u>	<u>Description</u>
250 loose cubic yards	2 inch minus, crushed rock
200 loose cubic yards	Pit Run rock

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

Pit Run rock is located at BLM source in NW¼ of section 27, T. 7 S., R. 2 E.

Watering: as needed

5. Miscellaneous Items:

Right-of-way Debris Disposal: Debris shall be disposed of by scattering on the downslope side of the road. Stumps, logs and logging debris are to be stockpiled near the beginning of road segments constructed. This debris is to be used to block dirt surfaced roads over winter periods and create vehicle barricades at the completion of the sale.

6. OTHER:

Seed and fertilize 0.4 acres.
Seed, fertilize and mulch 0.5 acres

SPECIAL ATTENTION ITEMS:

Sec. 41.a-e.Reserved timber
Sec. 42.h.1-3.-Seasonal restrictions
Sec. 42.i.-Safety

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,
- It is estimated that approximately 191 MBF of such additional timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal

Seasonal Restriction Matrix

Seasonal Restriction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
No falling or road construction due to NSO nesting period (42.h.1.)												
No ground base operations (42.h.2)**												
No road construction, decommissioning or hauling on natural surface roads (42.h.3)**												

	Operations Restricted
	No Restrictions

Restricted Times are Shaded

Shaded areas in the left side of individual cells indicate effective dates from the 1st to the 14th of each month. Shaded areas in the right side of individual cells indicate effective dates from the 15th to the end of each month.

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

TIMBER SALE CONTRACT SPECIAL PROVISIONS

Sec. 41.

RESERVED

- a. All timber within the Reserve Areas shown on Exhibit A and all painted orange and posted trees which are on or mark the boundaries of the Reserve Areas.
- b. All trees marked with orange paint above and below stump height within the boundary of the Partial Cut Areas.
- c. All hardwood tree species seven (7) inches DBH and greater within the boundary of the Partial Cut Areas.
- d. All existing snags greater than fifteen (15) inches DBH and greater than fifteen (15) feet tall within the boundary of the Partial Cut Areas.
- e. All existing down logs greater than twenty (20) inches on the large end and greater than twenty (20) feet long within the boundary of the Partial Cut Areas.

Sec. 42. Special Provisions -

LOGGING

- a. Periodic Payment And First Installment Adjustment
 1. Notwithstanding the provisions of Sec. 3(b), the amount of the first installment may be reduced by the Government when the Contracting Officer requests the Purchaser to interrupt or delay operations for a period expected to last more than thirty (30) days during the operating season. Such interruption or delay must be beyond the Purchaser's control. Operating Season shall be defined, for this purpose, as the time of year in which operations of the type required are normally conducted and not specifically restricted under the contract. The first installment may be reduced to five (5) percent of the installment amount listed in Sec. 3(b), during the delay period. The Purchaser must request such a reduction in writing. When the Contracting Officer notifies the Purchaser that operations may proceed, the Purchaser shall have fifteen (15) days after such notification to return the first installment to the full value specified in Sec. 3(b). Failure to return the first installment to the full value within the allotted time will be considered a material breach of contract. No timber shall be cut or removed from the contract area until the first installment is restored to the full amount.
 2. Notwithstanding the provisions of Sec. 3(b), adjustments in the due dates for periodic payments may be made by the Government if the Contracting Officer interrupts or delays contract operations for a period expected to last at least thirty (30) days, and the interruption or delay is beyond the Purchaser's control. Any adjustment made shall provide the Purchaser with an equal amount of operating time as would have been available without the delay. The Purchaser shall request such adjustment in writing before the due date for a periodic payment contained in Sec. 3(b).

b. 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.

c. Before cutting and removing any trees necessary to facilitate logging in the Partial Cut Area as shown on Exhibit A, the Purchaser shall identify the location of skid trails, skyline corridors; tail-hold, tieback, guy-line, 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. 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 trails 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 trail and/or skyline corridor in the Partial Cut Area shall be limited to twelve (12) feet.

2. The Purchaser may immediately cut and remove additional timber to clear skid trails, skyline corridors and landings and cut 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 trees otherwise reserved in Sec. 41 of the contract or any tree that exceeds twenty-two (22) 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.

d. 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.

e. In the Partial Cut Area – Ground-Based Yarding, shown on Exhibit A, the minimum distance between skid trails shall be one hundred fifty (150) feet unless otherwise approved by the Authorized Officer. Such skid trails shall be limited to twelve (12) feet for skidding of logs with minimum damage to reserve trees. All trees that must be removed to facilitate construction of these skid trails shall be felled and skidded prior to falling operations in the remainder of these areas unless otherwise approved by the Authorized Officer. The Purchaser shall directionally fall trees into lead with the winching or skidding direction and winch to these skid trails. The leading end of all logs shall be transported free of the ground during skidding. No skidding equipment shall be permitted to operate off these skid trails.

f. 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.

g. No winching, skidding or yarding is permitted across Reserve Area or streams shown on Exhibit A unless approved by Authorized Officer.

h. The following seasonal restrictions shall be observed:

1. No falling or road construction within the Partial Cut Areas, as shown on Exhibit A, from March 1st to July 15th both days inclusive due to Northern Spotted Owl critical nesting period as determined by the Authorized Officer.

2. No ground base operations shall be conducted between November 1st of one calendar year and May 31st of the following calendar year both days inclusive, or during other periods of wet soil conditions as determined by the Authorized Officer.

3. No road construction, decommissioning, or hauling on natural surface roads, as shown on Exhibit A between October 1st of one calendar year and May 31st of the following calendar year both days inclusive or during other periods of wet soil conditions as determined by the Authorized Officer.

SAFETY

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

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

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

ROAD CONSTRUCTION, IMPROVEMENT, RENOVATION, MAINTENANCE AND USE

- j. The Purchaser shall construct and renovate roads in strict accordance with the plans and specifications shown on Exhibit C which is attached hereto and made a part hereof.
- k. 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.
- l. The Purchaser shall not commence work until receipt of written notice to do so from the Authorized Officer.
- m. Upon completion of hauling the Purchaser shall water bar, construct barricades, seed, fertilize and mulch in accordance with the plans and specifications shown on Exhibit D and E, which are attached hereto and made a part hereof.
- n. The Purchaser is authorized to use the roads listed below and shown on Exhibit E which are under the jurisdiction of the Bureau of Land Management for the removal of Government timber sold under the terms of this contract and the hauling of rock as required in Exhibit C, provided that the Purchaser comply with the conditions set forth in Section 42.o.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
7-2E-27.9	0.21	BLM	Pit Run
8-2E-1	0.09	BLM	Pit Run
8-2E-1.5	0.08	BLM	Natural
8-2E-1.6	0.08	BLM	Natural

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

p. In the construction of road 7-2E-36 (P3) in accordance with Exhibit C and renovation and use of road 7-2E-26 as shown on Exhibit E, the Purchaser shall comply with the terms and conditions of the Cooperative Right-of-Way Agreement, State of Oregon and the United States, dated April 19, 1960, which requires that the Purchaser obtain and enter into a license agreement with the State of Oregon - Department of Forestry. Prior to commencement of operations, the Purchaser shall furnish to the Authorized Officer a copy of the required executed license agreement. The Purchaser shall also enter into a timber sale contract with the State of Oregon - Department of Forestry for the purchase of right-of-way timber from State lands. Licensee shall pay to State of Oregon - Department of Forestry, the total value of the right-of-way timber, based upon the indicated estimated volume and species price per unit used in the Government's contract as set forth on Exhibit B, said sum to be paid prior to cutting or removing of any timber from the road right-of-way on road 7-2E-36 (P3). The Purchaser will be required to carry liability insurance with \$2,000,000/\$2,000,000/\$2,000,000 and a performance bond of \$3,000.

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

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

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

Details shall include:

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

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

ENVIRONMENTAL PROTECTION

r. In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall clean all plant parts and soil from all earth disturbing equipment and logging equipment prior to entry onto lands managed by the BLM unless otherwise agreed by the Authorized Officer to reduce or prevent the spread of noxious weeds to the Contract Area shown on Exhibit A. 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 lands managed by the BLM.

s. 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.

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

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

and RMP, the Contracting Officer determines it may be necessary to modify or 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.h. of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

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

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

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

the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

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

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

FIRE PREVENTION

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

LOGGING RESIDUE REDUCTION

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

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

2. Excavator pile and burn slash within 50 feet of roads 7-2E-26 and 8-2E-1. Slash shall be piled by an excavator equipped with a hydraulic thumb. Finished piles shall be tight and free of earth. Slash includes all woody material (brush, limbs, tops, unmerchantable stems, or chunks) severed, uprooted, or broken from live plants as a result of Purchaser's operations under the terms of this contract.

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

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

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

d. A 10-foot by 10-foot cover of four (4) 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. Cutting Areas shall be piled during the same season that they are logged.

3. Excavator pile and burn slash within low-density thinning areas identified on Exhibit A. Slash shall be piled by an excavator equipped with a hydraulic thumb. Finished piles shall be tight and free of earth.

a. Slash includes all woody material (brush, limbs, tops, unmerchantable stems, or chunks) severed, uprooted, or broken from live plants as a result of Purchaser's operations under the terms of this contract.

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

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

d. 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.

e. A 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.

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

4. 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.

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

1. For Igniting and Holding:

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

b. Two-person crew Firefighter Type 2 (FFT2) qualified according to National Wildfire Coordination Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1, with sufficient fuel for burning, five (5) drip torches, one (1) power saw, and one (1) backpack pump, one (1) tool for each crew member.

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

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

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

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

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

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

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

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

x. Perform logging residue reduction and site preparation work on approximately ten (10) acres of harvest area located in the harvest units as shown on Exhibit A. The required work shall consist of any treatment or combination of treatments as determined by the Authorized Officer.

LOG EXPORT RESTRICTIONS

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

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

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

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

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

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

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

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

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

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

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

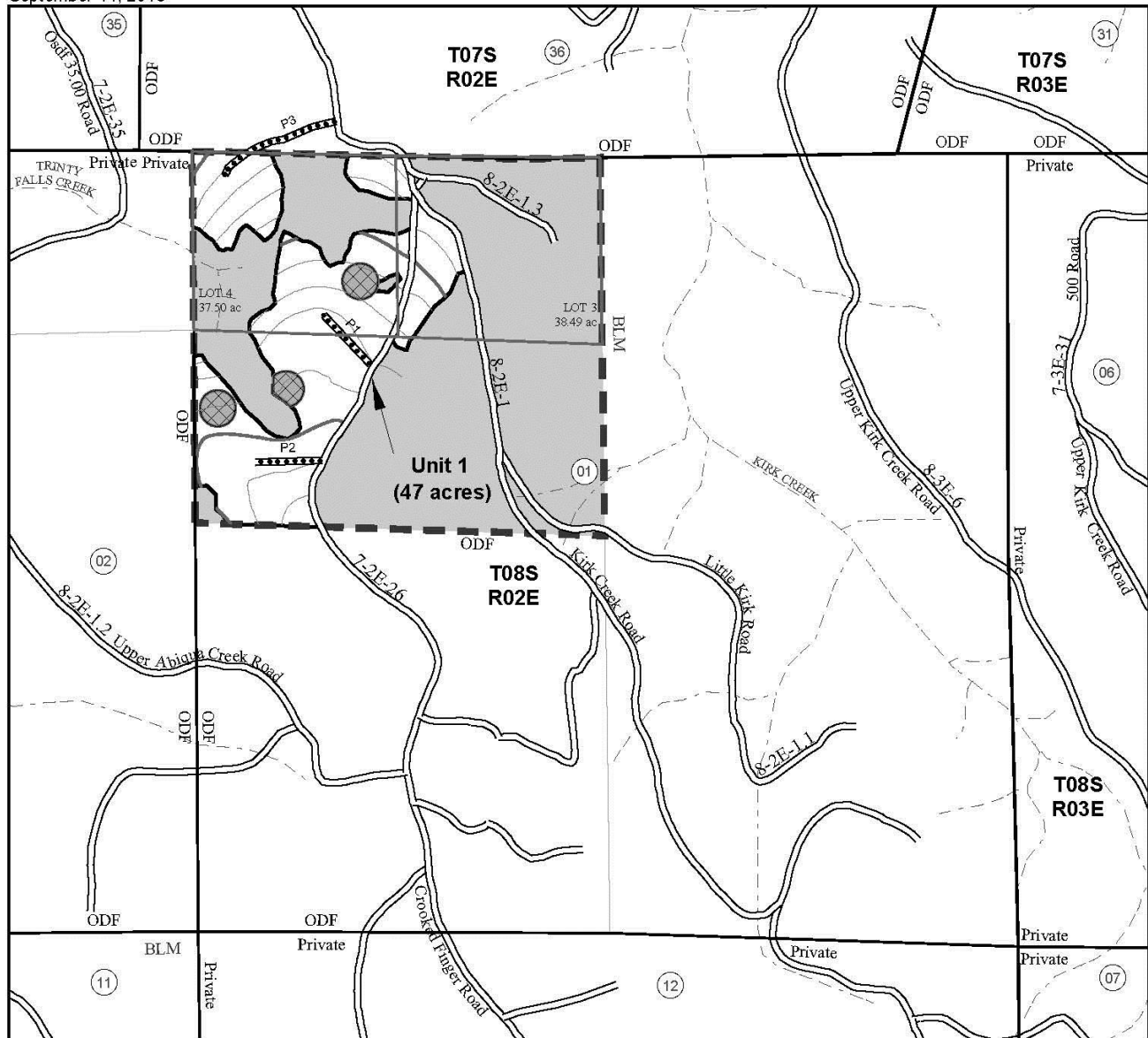
United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Northwest Oregon District - Oregon

Jungle Gem
Timber Sale
Exhibit A
Page 1 of 1

TIMBER SALE CONTRACT MAP - Contract No. ORSN01-TS-2017.0101

T.8S., R.2E., Section 1. W. M.

September 14, 2016



1,000 500 0 Feet

Partial Cut Area	47 Acres
Road Right of Way	2 Acres
Reserve Area	106.99 Acres
Contract Area	155.99 Acres

Contour Interval : 40'



Note: Boundaries of Partial Cut Area are painted orange and posted.

Note: Unit acres do not include existing or new roads. Acres shown on Exhibit A have been computed using a Trimble Geo XT global positioning system receiver. Acreage was calculated based on global positioning system traverse procedures including differential correction.

- Stream
- Right-of-Way New Construction
- Existing Road
- Low Density Thinning Area
- lot
- Contract Area
- Reserve Area
- Partial Cut Area - Ground-Based Yarding

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Northwest Oregon
Jungle Gem
ORN01-TS-2017.0101

Exhibit B

The following estimates and calculations of timber sold are made solely as an administrative aid for determining: (1) Adjustments made or credits given in accordance with Sections 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 provided in Section 2, Purchaser shall be liable for the total purchase price even though the 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 the Exhibit A.

Sale Totals (16' MBF)

Species	Net Volume	Bid Price	Sale Sub Total
Western Hemlock	1,787		
Douglas-fir	124		
Sale Totals	1,911		

Unit Details (16' MB)

Unit 1 47 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	104		
Western Hemlock	1,718		
Unit Totals	1,822		

Unit RW 2 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	20		
Western Hemlock	69		
Unit Totals	89		

EXHIBIT C
Jungle Gem
ORN01-TS-2017.0101
Sheet 8 of 21

Figure 10: Typical Grading and Surfacing Sections. The figure contains six diagrams labeled Type 1 through Type 6. Type 1 is a Typical Grading Section Insloped with a 14' subgrade width and 1.5:1 fill slope. Type 2 is a Typical Surfacing Section Insloped showing minimum top and base course widths, shoulder slope, and subgrade width. Type 3 is a Typical Grading Section Outloped with a 14' subgrade width and 1.5:1 fill slope. Type 4 is a Typical Surfacing Section Outloped showing minimum top and base course widths, shoulder slope, and subgrade width. Type 5 is a Typical Grading Section w/ Ditch with a 1' ditch width and 1.5:1 fill slope. Type 6 is a Typical Surfacing Section with a 16' subgrade width, 3' ditch width, and 1.5:1 fill slope. A note states: "NOTE: TYPE 2 THROUGH 5 TYPICAL SECTIONS NOT TO BE USED WHERE GRADE EXCEEDS 6%". To the right of the diagrams are two cross-sections of a turnout. The first shows a 25 ft. taper, 25 ft. min. width, and 50 ft. length. The second shows a 25 ft. taper, 25 ft. min. width, and a 10 ft. height. Below these are two plan views: "PLAN Typical Truck Turnaround" showing a 16 ft. wide area with 6 ft. side slopes and a 10 ft. base, and "PLAN Typical Turnout" showing a 25 ft. wide area with 25 ft. min. width and a 10 ft. height.

1. Extra subgrade widths
Add to each shoulder: 1 ft. for fills of 1-6 ft. and 2 ft. for fills over 6 ft. Widen the inside shoulder of curves as follow:
1 ft. for 75 ft. radius
2 ft. for 60 ft. radius

2. Backslopes

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

Notes:
Full bench construction is required on steep slopes exceeding 60%.

3. Surface type

PRR - Pit run rock	A - 5"
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"
WC - Wood chips	E - 3/4" (surface course)

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.

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

6. Clearing width
See Section 200.

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

8. Drainage
See Culvert List, Sheet 1 of 4.

9. Grading
See Sections 300 & 500

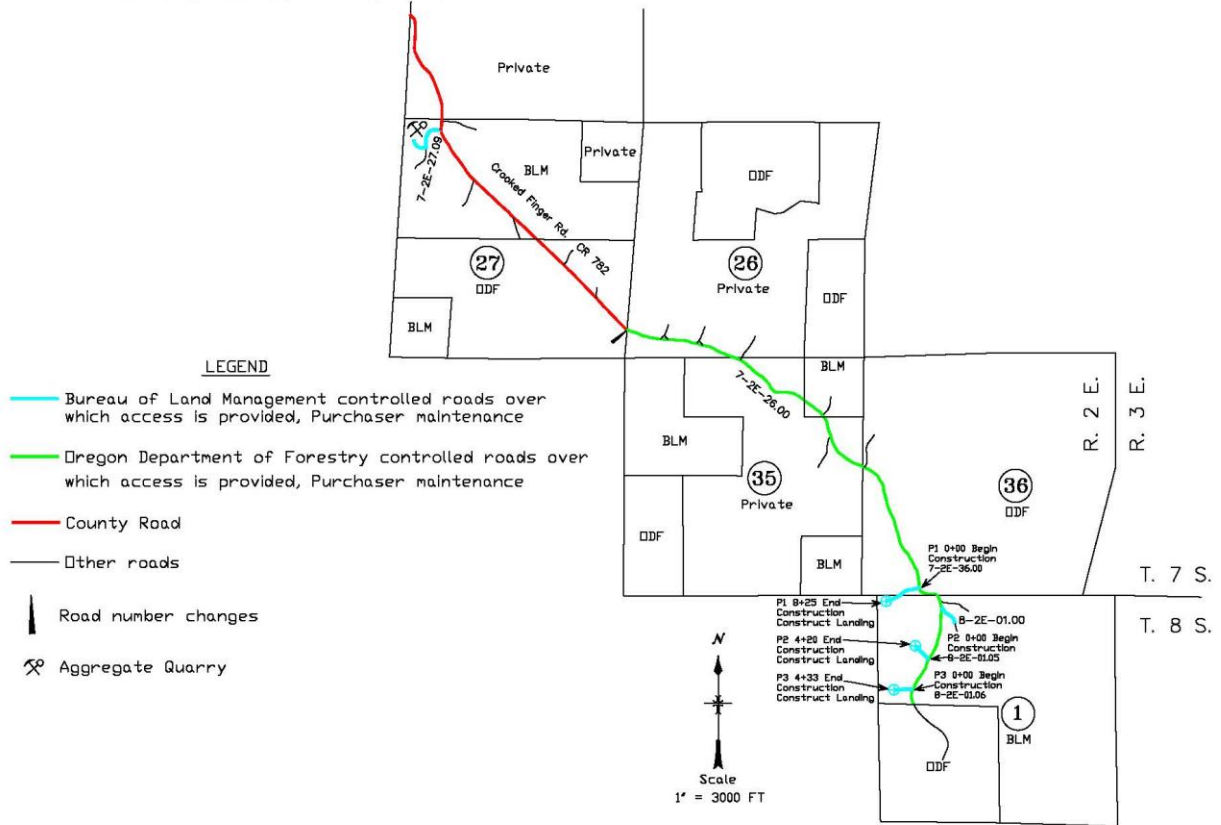
10. Compaction
See Sections 300, 500 and 800, 1200

UNITED STATES
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Bureau of Land Management

Road Plan Map

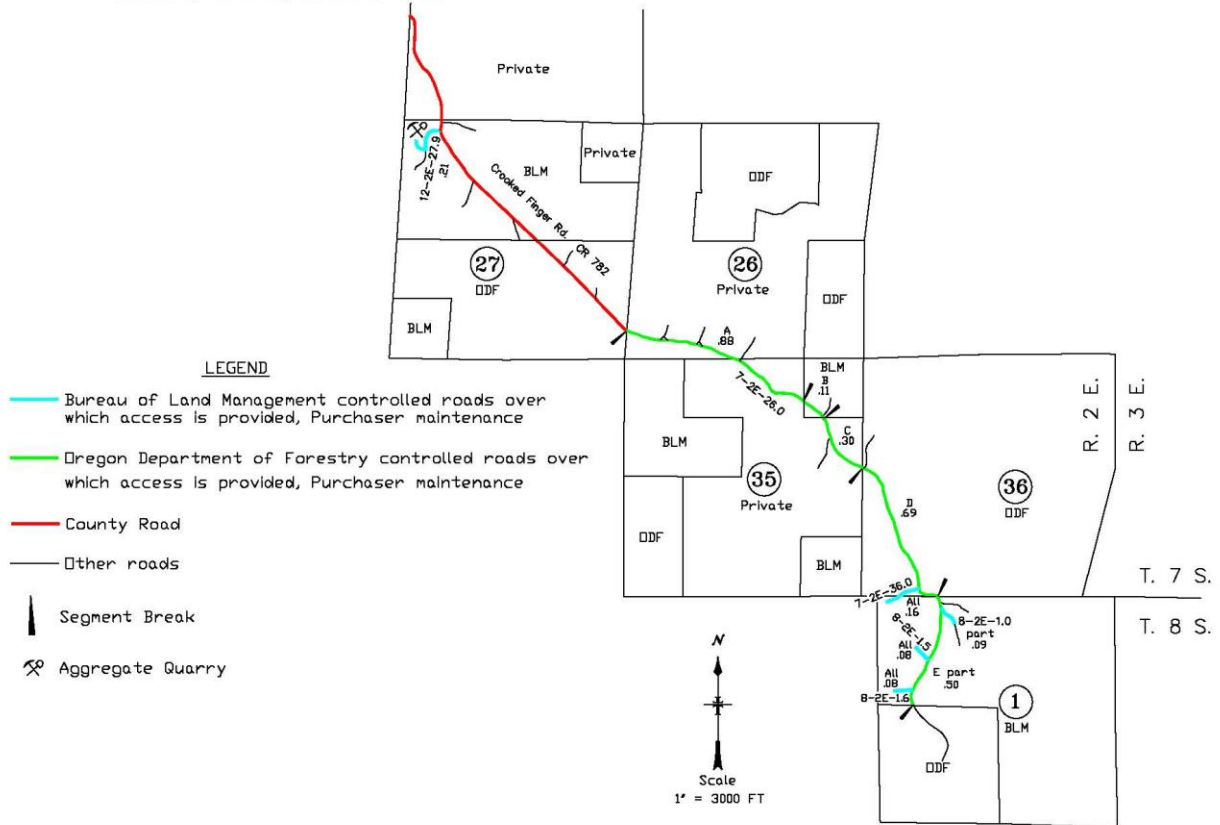
Secs. 26, 27, 35, 36, T. 7 S., R. 2 E., W. M.
Secs. 1, T. 8 S., R. 2 E., W. M.

Exhibit "C"
Jungle Gem
DRN01-TS-2017.0101
Sheet 21 of 21



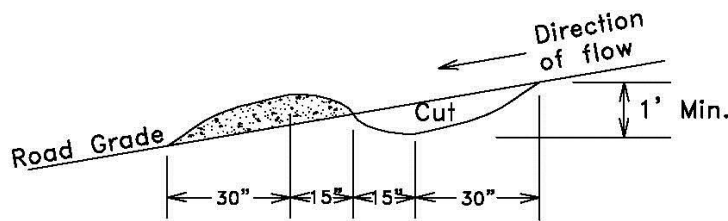
UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Road Use and Maintenance Map
Secs. 26, 27, 35, 36, T. 7 S., R. 2 E., W. M.
Secs. 1, T. 8 S., R. 2 E., W. M.

Exhibit "E"
Jungle Gem
ORN01-TS-2017.0101



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

EXHIBIT H
Jungle Gem
ORN01-TS-2017.0101
Sheet 1 of 1

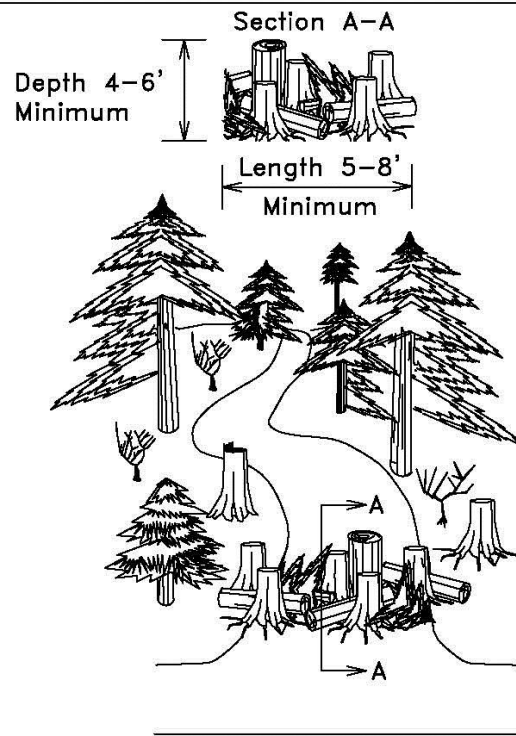


1. Waterbars shall be constructed as shown.
2. Exact locations will be flagged by the Authorized Officer prior to construction.
3. All waterbars shall be skewed 30 degrees.
4. Waterbars shall extend from the cut bank to the fill slope and be readily crossed by passenger type vehicles.
5. See itemized Project List for quantities and locations.

Typical Waterbar Details
(Not to scale)

Typical Debris Barricade Details
(Debris & Earth berm)
(Not to Scale)

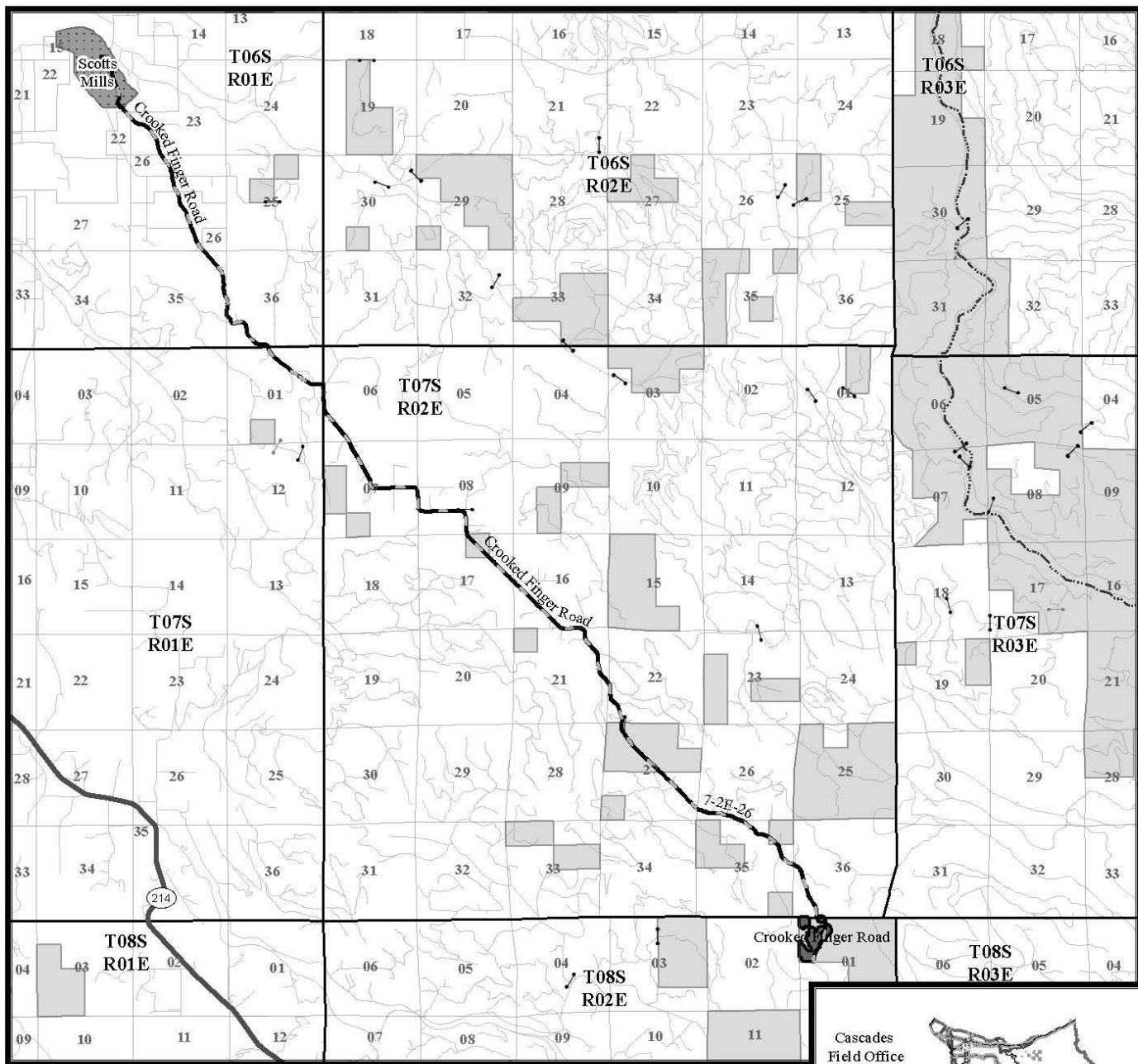
1. Roads shall be blocked as shown using available debris
2. All barricade material shall be stockpiled in a large configuration of stumps, logs, large rocks, woody material and earth. Earth will be used to aid debris from being cut or removed from the site.
3. Barricade locations will be flagged by 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



United States Department of the Interior
BUREAU OF LAND MANAGEMENT
TIMBER SALE CONTRACT LOCATION MAP
Contract No. ORSN01-TS-2017.0101

6/21/2016

T.8S, R.2E, Section 1 W. M. - SALEM DISTRICT - OREGON

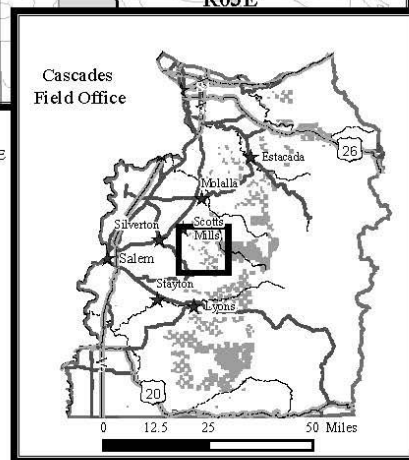


No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources and may be updated without notification.



- Gate**
- G Open
 - G Closed
- Haul Routes
- Roads
- Major Streams
- Partial Cut Area - Ground-Based Yarding
- Bureau of Land Management

2 1 0 Miles





United States of America
Department of the Interior
Bureau Of Land Management
Timber Sale Appraisal

District : Northwest Oregon
Sale Name : Jungle Gem
Sale Date : 10/26/2016
Appraisal Method : 16' MBF

Contract # : ORN01-TS-2017.0101
Job File # : 937
Master Unit : Santiam
Planning Unit : Cascades

Contents

Timber Sale Summary	2
Stumpage Summary	3
Prospectus	4
Consolidated Comments	5

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

Northwest Oregon
Jungle Gem
ORN01-TS-2017.0101

Legal Description

Forest Type	Township	Range	Section	Subdivision
O&C	8S	2E	1	Lot 3, Lot 4, SW1/2NW1/4

Cutting Volume (16' MBF)

Unit	WH	DF							Total	Regen	Partial	ROW
1	1,718	104							1,822	0	47	0
RW	69	20							89	0	0	2
Totals	1,787	124							1,911	0	47	2

Logging Costs per 16' MBF

Stump to Truck	\$	111.54
Transportation	\$	58.55
Road Construction	\$	8.34
Road Amortization	\$	0.00
Road Maintenance	\$	1.33

Other Allowances :

Misc	\$ 2.45
Total Other Allowances :	\$ 2.45

Profit & Risk

Total Profit & Risk	10 %
Basic Profit & Risk	8 % + Additional Risk 2 %
Back Off	0 %

Tract Features

Avg Log	Western Hemlock : 44 bf	All : 44 bf
Recovery	Western Hemlock : 96 %	All : 96 %
Salvage	Western Hemlock : 0 %	All : 0 %

Avg Volume (16' MBF per Acre)	39
Avg Yarding Slope	5 %
Avg Yarding Distance (feet)	800
Avg Age	70
Volume Cable	0 %
Volume Ground	100 %
Volume Aerial	0 %
Road Construction Stations	16.78
Road Improvement Stations	0.00
Road Renovation Stations	146.78
Road Decommission Stations	16.78

Cruise

Cruised By	H. Christensen, J Rainey
Date	12/17/2014
Type of Cruise	Variable Plot, 3P & 100%
County, State	Marion, OR

Net Volume

Green (16' MBF)	1,911
Salvage (16' MBF)	0
Western Hemlock Peeler	0
Export Volume	0
Scaling Allowance (\$0.00 per 16' MBF)	\$0.00

Total Logging Costs per 16' MBF

\$ 182.21

Utilization Centers

Center #1 : Mollalla	26 Miles
Center #2	0 Miles
Weighted distance to Utilization Centers	26

Length of Contract

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

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Stumpage Summary

Stumpage Computation (16' MBF)

Species	Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Cost	(+) Marginal Log Value	(-) Back Off	Appraised Price	Appraised Value
WH	9,714	1,787	\$ 439.46	\$ 43.95	\$ 182.21			\$ 213.30	\$ 381,167.10
DF	452	124	\$ 586.38	\$ 58.64	\$ 182.21			\$ 345.50	\$ 42,842.00
Totals	10,166	1,911							\$ 424,009.10

Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir				50.0	45.0	5.0
Western Hemlock				33.0	54.0	13.0

Marginal Log Volume

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

Appraised By : Poteet, Jeremy

Date : 08/25/2016

Area Approval By :

Date :

District Approval By :

Date :

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Prospectus

Appraisal Method : (16' MBF)

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Western Hemlock	9,714	1,787	1,608	
Douglas-fir	452	124	109	
Total	10,166	1,911	1,717	

All Species

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
1,990	10,166	195	12.7	1,989	44,882	44

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
44,882	8	44,890	4.4	1,911	1,990	96 %

Western Hemlock

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
1,860	9,714	191	12.6	1,860	42,480	44

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
42,480	0	42,480	4.4	1,787	1,860	96 %

Cutting Areas

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
1		47		47
RW			2	2
Totals :		47	2	49

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Consolidated Comments

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General

Yarding & Loading

Fuel- \$2.00 per gallon
4800bf/load
6 loads/day

Road Costs

(see Engineering Appraisal for details).

Transportation

2.5 hrs drive time round trip + 30 min for loading/unloading = 3 hours per trip
\$90 x 3 hrs round trip = \$270 / 4.8MBF = \$56.25/MBF

(see Transportation appendix for details).

Other Allowances

Prospectus