UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT Tillamook Field Office 4610 Third Street Tillamook, Oregon 97141

> Number 4 Timber Sale ORN04-TS-2018.0404 Date: August 7, 2018

CORRECTED PROSPECTUS SBA SET-ASIDE

THIS IS A PROSPECTUS ONLY. ATTACHMENTS MAY NOT INCLUDE ALL EXHIBITS REFERRED TO IN THE CONTRACT. THE COMPLETE CONTRACT, INCLUDING ALL EXHIBITS, IS AVAILABLE FOR INSPECTION AT THE TILLAMOOK FIELD 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, August 22, 2018.

THIS TIMBER SALE NOTICE does <u>not</u> constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003-Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in the Columbia County Spotlight on or about July 27, 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.

FOR SBA SET-ASIDE TRACTS, the bidder must not have been determined by the Small Business Administration to be ineligible for preferential award for set-aside sales and must accompany his deposit with a self-certification statement that he is qualified as a small business concern as defined by the Small Business Administration in its regulations, Title 13, Chapter I, Part 121 (Revision 7) as amended, of the Code of Federal Regulations. The Form 5430-1 Self Certification Statement is attached hereto. The successful bidder will be required to sign SBA Form 723 "Small Business Certification Required on All Preferential Sales of Set-Aside Timber" at the time he signs the timber sale contract. Section 2(a) of Form 723 requires that successful bidders of SBA set-aside tracts must comply with delivery requirements pertaining to sawtimber volume. No more than 30 percent of the timber volume from a set-aside sale may be delivered for manufacturing to a business that is not a small business, as defined by the SBA (13 CFR 121.507 (a)). A copy of SBA form 723 is attached.

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. The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements.

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

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

ADDITIONAL INFORMATION concerning this timber sale tract is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office. <u>The prospectus for this/these sale(s) is also available online at: https://www.blm.gov/or/resources/forests/index.php.</u> The prospectus includes maps and tables that cannot be made Section 508 compliant. For help with its data or information, please contact the Tillamook Field Office at 503-815-1100.

Attachments: Form 5450-17 Form 5430-11 Form 5440-9 Form 5430-1 SBA Form 723

TIMBER SALE NOTICE <u>THIS IS A SCALE SALE</u> <u>SBA SET-ASIDE SALE</u>

THIS IS A SMALL BUSINESS SET-ASIDE SALE FOR PREFERENTIAL BIDDING BY SMALL BUSINESS CONCERNS AS DEFINED BY THE SMALL BUSINESS ADMINISTRATION.

Sale Date: August 22, 2018

NORTHWEST OREGON DISTRICT TILLAMOOK FIELD OFFICE COLUMBIA MASTER UNIT

CONTRACT NO.: ORN04-TS-2018.0404, NUMBER 4 Timber Sale, Scale Sale WASHINGTON COUNTY, OREGON: O&C: **ORAL AUCTION** BID DEPOSIT REQUIRED: **\$136,600.00**

All timber designated for cutting on: NE¹/₄NE¹/₄, W¹/₂NW¹/₄, SE¹/₄NW¹/₄, NE¹/₄SW¹/₄, SE¹/₄, sec. 19 & S¹/₂SE¹/₄, sec. 29; T. 3 N., R. 2 W., W.M., Oregon.

THIS TIMBER SALE HAS BEEN CRUISED BASED UPON EASTSIDE SCRIBNER MEASURE. Minimum bid figures shown by species are dollars per thousand board feet (MBF). The minimum bid increment will be \$0.10 per MBF.

| Approx. No. Merchantable Trees | Est. Vol. MBF 32' Log | Species | Est. Vol. MBF 16' Log | Appraised Price Per MBF | Estimated Volume Times Appraised Price |
|--------------------------------------|-----------------------------|-----------------|-----------------------------|-------------------------------|---|
| 9,252 | 3,137 | Douglas-fir | 3,813 | \$338.00 | \$1,288,794.00 |
| 5,168 | 199 | Red alder | 261 | \$210.10 | \$54,836.10 |
| 190 | 89 | Western hemlock | 111 | \$180.60 | \$20,046.60 |
| 14,610 | 3,425 | Totals | 4,185 | | \$1,363,676.70 |

| Product | Unit of Measure | Estimated Number of Units | Appraised Price per Unit | Estimated Volume Times Appraised Price |
|-------------|--------------------|------------------------------|-----------------------------|---|
| Clean Chips | Green Tons | 500 | \$3.00 | \$1,500.00 |
| | Total | 500 | | \$1,500.00 |

Total Appraised Value:\$1,365,176.70

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

<u>CRUISE INFORMATION</u>: The timber volumes for the partial cut units were based on a variable plot cruise for estimating the board foot volume of trees. Plots were measured using a 20 basal area factor (BAF) for partial cut units and a forty (40) BAF for regeneration units and rights-of-way. None of the total sale volume is salvage material. For merchantable Douglas-fir trees the average DBHOB is 17.4 inches; the average gross merchantable log contains 79 bf; the total gross volume is approximately 4,036 MBF; and 94% recovery is expected.

<u>CUTTING AREA</u>: Six (6) units totaling approximately two hundred twenty-six (226) acres, of which, one hundred seventy-seven (177) acres shall be partial cut and forty-eight (48) acres shall be regeneration harvest. In addition, approximately one (1) acre of right-of-way shall be cut. Acres shown on Exhibit A have been computed using a Trimble Pro XH Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

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

<u>LOCATION</u>: The contract area is located approximately 5 air miles due west of Scappoose, Oregon. Starting on Highway 30 in Scappoose, proceed to the stop light at Havlik Drive, turn west onto Havlik and proceed to the next stop sign, turn south onto SW Old Portland Road, then turn west onto Dutch Canyon Road. Follow Dutch Canyon Road for approximately 4.25 miles until reaching Otto Miller Road. Turn South onto Otto Miller Road and drive approximately 1.25 miles where you will enter Unit 4 of the timber sale. Consult the included map to reach individual harvest units. Access to portions of the sale area is through locked gates. Prospective bidders may obtain a combination from the Tillamook Resource Area office by calling 503-815-1100.

<u>ACCESS AND ROAD MAINTENANCE</u>: Access is provided by County, Weyerhaeuser Company, Stimson Lumber Company, and Bureau of Land Management (BLM) controlled roads. All roads used in conjunction with this sale will be maintained by the Purchaser. Purchaser will be required to pay a rock wear obligation of (\$0.60/MBF/Mile of actual timber hauled) to the Government and spread **160 CY** crushed rock on BLM roads for maintenance.

In the use of Weyerhaeuser Company controlled roads, under Agreement S-623 (OR015520) and as shown on Exhibit E, the Purchaser will be required to enter into a license agreement which requires: (a) Purchaser to pay a road use obligation fee of \$1,026.00, (b) Purchaser maintenance of all Weyerhaeuser Company controlled roads, (c) Purchaser pay a rockwear fee of \$258.02, (d) Purchaser to purchase merchantable right-of-way timber under a negotiated purchase price, and (e) Purchaser provide proof of insurance with limits of \$1,000,000/\$1,000,000 and a performance bond of \$3,000.00. Prior to the use of said road, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement.

In the use of Stimson Lumber Company controlled roads, under Agreement S-294 (OR044443) and as shown on Exhibit E, the Purchaser will be required to enter into a license agreement which requires: (a) Purchaser to pay a road use obligation fee of \$788.14, (b) Purchaser maintenance of all Stimson Lumber Company controlled roads, (c) Purchaser pay a rockwear fee of \$21.29, (d) Purchaser to purchase merchantable right-of-way timber under a negotiated purchase price, and (e) Purchaser provide proof of insurance with limits of \$1,000,000/\$1,000,000 and a performance bond of \$1,000.00. Prior to the use of said road, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement.

All Road Use Obligation and Rockwear fees, on Private Industry controlled roads, are based on estimated volumes. Actual fees shall be calculated with the actual volume hauled over said road segments after all merchantable timber has been cut and scaled. If the actual fees differ from what is mentioned and paid above, the additional/difference shall be reported and paid accordingly by "owing party".

Purchaser maintenance shall include frequent blading and shaping of road surface; ditch, culvert, and catch basin cleaning; removal of minor slides and other debris. Roads shall be left in a condition to withstand adverse weather at the end of the seasonal operations. It shall also include the spreading of **40** CY crushed rock on non-BLM roads as needed and instructed by Authorized Officer.

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

<u>ROAD CONSTRUCTION, IMPROVEMENT, AND RENOVATION</u>: The Purchaser will be required to do all work set forth below. The Purchaser shall supply all materials unless otherwise indicated.

- 1. <u>New Road Construction</u>:
 - Road Spur B: 434 feet, 14-foot outsloped subgrade, Rock surfacing, Install culvert as stated on culvert list, and Construct Landing as marked.
 - Road Spur B1: 518 feet, 14-foot outsloped subgrade, Rock surfacing, Construct Turnaround, and Construct Landing as marked.
 - Road Spur C: 650 feet, 14-foot outsloped subgrade, Rock surfacing, Install culvert as stated on culvert list, and Construct Roadside and End Landing as marked.
 - Road Spur E: 155 feet, 14-foot outsloped subgrade, Rock surfacing, and Construct Landing.
 - 3N-2-19.4: 569 feet, 14-foot outsloped subgrade, Natural surfacing, Install culvert as stated on culvert list, and Construct Landing as marked.
- 2. <u>Renovation</u>:
 - 3N-2-19.3: 0.207 miles Ditched Subgrade, Crushed Rock Surfacing, Blade, Re-establish ditches by bunching and hauling to waste areas, Brush, Some Clearing and Grubbing required, Construct Turnaround and Turnouts as marked, Construct ditchouts as needed, Spread Spot Rock as marked and needed.
 - 3N-2-20.0: 1.675 miles Ditched Subgrade, Crushed Rock Surfacing, Blade, Re-establish ditches by bunching and hauling to waste areas, Brush, Some Clearing and Grubbing required, Construct Turnarounds and Turnouts as marked, Construct ditchouts as needed, Spread Spot Rock as marked and needed. Install and replace culverts as marked with required rock as listed in rock list. Install culvert inlet markers as marked.
 - 3N-2-29.0: 0.040 miles Ditched Subgrade, Crushed Rock Surfacing, Blade, Re-establish ditches by bunching and hauling to waste areas, Brush, Spread Spot Rock as marked and needed. Install culvert inlet markers as marked.
 - 3N-2-29.3: 0.197 miles Ditched Subgrade, Crushed Rock Surfacing, Blade, Re-establish ditches by bunching and hauling to waste areas, Brush, Some Clearing and Grubbing required, Construct Turnaround and Landing as marked, Construct ditchouts as needed, Spread Spot Rock as marked and needed. Install culvert inlet markers as marked.
 - 3N-2-29.5: 0.154 miles Ditched Subgrade, Crushed Rock Surfacing, Blade, Re-establish ditches by bunching and hauling to waste areas, Brush, Some Clearing and Grubbing required, Construct Turnaround as marked, Construct ditchouts as needed, Spread Spot Rock as marked and needed.
 - 3N-3-13.5: 1.939 miles Ditched Subgrade, Crushed Rock Surfacing, Blade, Re-establish ditches by bunching and hauling to waste areas, Brush, Some Clearing and Grubbing required, Construct Turnarounds, Turnouts, and Waste Areas as marked, Construct ditchouts as needed, Spread Spot Rock as marked and needed. Install and replace culverts as marked with required rock as listed in rock list. Install culvert inlet markers as marked.
 - 3N-3-13.5: 0.058 miles Outsloped Subgrade, Crushed Rock Surfacing, Blade, Brush, Some Clearing and Grubbing required, Spread Spot Rock as needed, Pull back sidecasted material and haul to waste area as marked.

3. <u>Improvement</u>:

Spur A: 197 feet, 14-foot outsloped subgrade, Natural surfacing, Install culvert as stated on culvert list, and Construct Landing as marked.

Spur D: 110 feet, 14-foot outsloped subgrade, Natural surfacing, Install culvert as stated on culvert list, and Construct Landing as marked.

4. <u>Estimated Quantities</u>:

a. <u>Clearing, Grubbing, and Brushing:</u>

2.3 acres of new construction9.2 acres of renovation0.3 acres of improvement

4.270 miles brushing

b. <u>Culverts:</u>

432 feet of 18 inch Corrugated Plastic Pipe (CPP) – Type S
160 feet of 24 inch Corrugated Plastic Pipe (CPP) – Type S
434 feet of 36 inch Corrugated Plastic Pipe (CPP) – Type S
30 feet of 18 inch Corrugated Plastic Down Spout (CPP) - Type C
20 feet of 24 inch Corrugated Plastic Down Spout (CPP) – Type C
35 Metal "T" Post Inlet Markers

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

| Quantity | Description |
|-----------------|--|
| 885 cubic yards | 1-1/2" minus crushed rock - construction rock |
| 760 cubic yards | Pit-Run –construction rock |
| 515 cubic yards | 1-1/2" minus crushed rock - Culvert bedding material |
| 140 cubic yards | 1-1/2" minus crushed rock - BLM maintenance rock |
| 40 cubic yards | l-1/2" minus crushed rock - non-BLM maintenance rock |
| 165 cubic yards | Riprap – (10 CY Class 3) |

Rock Source: Commercial

OTHER:

Compaction of all final subgrades will be required.

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

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

Roads Spur A and 3N-2-19.4 will be subsoiled to a depth of 18"inches, culverts removed in salvageable condition, water barred & blocked, and slash scattered on road prism upon completion of logging. Clearing debris shall be placed on and around the barriers so as to prevent further use of the road by vehicles.

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

- Straw mulch will be required on all disturbed/seeded soils that are wet and/or within 50 feet each side of "live stream" locations and all disposal sites. Straw mulch will be furnished by the Government.
- Culverts removed during decommissioning shall be designated as salvageable and shall be hauled to the BLM Maintenance facility.
- All waste from re-establishing ditchlines on rock surfaced roads shall be bunched and end-hauled to designated waste areas.

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

Existing RipRap shall be re-used as Fill Armor/Dissipater/Stabilization Wall @ outlets of culverts @ 3N-3-13.5 (MP 0.935 & 1.380).

SPECIAL ATTENTION ITEMS:

Sec. 42.c.-d. Traffic control on Dixie Mountain Road and Otto Miller Road

Sec. 42.o.-r. Seasonal Restrictions

Sec. 42.bb. Chemical toilets

SEASONAL RESTRICTION MATRIX:

Restricted Times are Shaded

| | JA | N | FI | EB | M | AR | A | PR | M | AY | JI | JN | JI | JL | AU | JG | SI | EP | 00 | СТ | N | OV | D | EC |
|---|----|----|----|----|---|----|---|----|---|----|----|----|----|----|----|----|----|----|----|----|---|----|---|----|
| Activity | 1 | 16 | 1 | 16 | 1 | 16 | 1 | 16 | 1 | 16 | 1 | 16 | 1 | 15 | 1 | 16 | 1 | 16 | 1 | 16 | 1 | 16 | 1 | 16 |
| Mechanized Falling, Ground-Based Yarding, Road Construction, Road Renovation, Road Stabilization, and Road Decommissioning | | | | | | | | | | | | | | | | | | | | | | | | |
| Cable Yarding, Haul, and Road Maintenance except on Spur B, Spur B1, Spur C and Spur E. | | | | | | | | | | | | | | | | | | | | | | | | |
| Cable Yarding, Haul, and Road Maintenance on Spur B, Spur B1, Spur C, Spur E, and Dixie Mountain Road. | | | | | | | | | | | | | | | | | | | | | | | | |
| In-Stream Work | | | | | | | | | | | | | | | | | | | | | | | | |

*All dates are dependent on actual weather conditions

TIMBER SALE CONTRACT SPECIAL PROVISIONS

Sec. 41. Timber and Area Reservation Provisions

RESERVED

a. All timber in the reserve area(s) shown on Exhibit A, and all trees that are painted orange and posted, which mark the boundaries of the reserve areas.

b. All trees marked with orange paint above and below stump height within the boundaries of the Sale Areas shown on Exhibit A.

c. All trees required to meet residual tree requirements set forth in Exhibit F Designation by Prescription, which is attached hereto and made a part hereof.

d. All existing down logs and snags in the Sale Areas shown on Exhibit A, which do not present a safety hazard as determined by the Authorized Officer. All snags felled shall be retained on site.

Sec. 42. Special Provisions

LOGGING

a. Before beginning operations on the Contract Area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. 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 they intend to cease operations for any period of seven (7) or more days.

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

c. During logging operations, the Purchaser shall keep Dixie Mountain Road and Otto Miller Road, where they pass through the contract area, clear of trees, rock, dirt, and other debris resulting from timber harvest operations. The roads shall not be blocked by such operations for more than thirty (30) minutes at a time unless otherwise approved by the Authorized Officer.

d. The Purchaser shall provide two (2) flaggers to control traffic on Dixie Mountain Road and Otto Miller Road, where they pass through the sale area, whenever felling, bucking, or yarding within two (2) tree lengths of the roads.

e. All trees designated for cutting shall be cut so that the resulting stumps shall not be higher than twelve (12) inches measured from the ground on the uphill side of the trees unless otherwise approved by the Authorized Officer.

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

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

h. All hardwoods eight (8) inches or larger DBH in the sale areas shown on Exhibit A, which are not reserved, shall be felled and yarded.

i. At all landings in the sale areas shown on Exhibit A, all logs more than six (6) inches in diameter at the small end and exceeding six (6) feet in length, except logs sold and removed from the sale area, shall be decked at a location determined by the Authorized Officer.

j. In the Skyline Areas shown on Exhibit A, all yarding shall be done with a skyline or similar cable system equipped with a slackpulling carriage capable of transporting logs completely clear of the ground and capable of yarding two thousand (2,000) feet slope distance from the landing and at least seventy-five (75) feet laterally from the skyline to the designated skyroad and with minimum damage to reserved trees. The carriage shall be capable of being held in position on the skyline during all lateral yarding and shall be able to pass intermediate support jacks as required.

Additionally, the following conditions apply to skyline yarding:

- 1. Skyline yarding roads shall be located perpendicular to the yarding slope unless otherwise approved by the Authorized officer.
- 2. The leading end of all logs shall be transported free of the ground during yarding. The rigging of tail or lift trees, intermediate supports and use of tail holds outside of the Sale Areas shall be required where necessary to meet this requirement.
- 3. Skyline corridors shall not exceed twelve (12) feet in width and would be located at least one hundred fifty (150) feet apart at one end of the yarding area.
- 4. If the skyline must pass through a riparian no-harvest buffer, the skyline would remain stationary after the initial elevation. If trees are cut within the no harvest buffer for operational purposes, they would remain on site.

k. In the Ground-Based Areas shown on Exhibit A, all yarding shall be done by equipment operated entirely on designated skid trails approved by the Authorized Officer. The area composed of skid trails and landings shall not exceed ten (10) percent of the total ground-based yarding area. If

necessary, primary skid trails and landings shall be decompacted to meet this requirement. Skid trails shall not exceed fifteen (15) feet in width. Ground-based operations shall be limited to slopes of thirty-five (35) percent or less. Excavation on designated skid trails shall be limited to a maximum cut of one foot unless otherwise approved by the Authorized Officer. All trees that must be removed to facilitate construction of these skid trails shall be felled prior to falling operations in the remainder of this area. The Purchaser shall directionally fall trees into the lead with the skidding direction and winch or carry the logs to the skid trails. Temporary logging roads, skid trails, and harvester/forwarder trails designated by the Authorized Officer would be waterbarred and blocked after each operating season before the fall wet season begins.

Additionally, the following conditions apply to ground-based yarding:

- 1. Specialized equipment may be used for felling/harvesting if:
 - a. It is boom mounted with a minimum reach of twenty (20) feet.
 - b. It is track propelled and has a static ground pressure rating of eight (8) psi or less.
 - c. It operates on existing disturbed trails or on slash mats with a minimum number of passes necessary to process the timber.
 - d. Harvester trails shall not exceed fifteen (15) feet in width and are spaced at least fifty (50) feet apart.
- 2. A forwarder may be used if:
 - a. Forwarder trail locations are approved by the Authorized Officer prior to any operations, and shall not exceed fifteen (15) feet in width.
 - b. When leaving multi-pass trails to retrieve logs, the machine proceeds over a slash mat when possible and is limited to the minimum number of passes necessary to retrieve the logs.
 - c. Trails that are used multiple times will be considered skid trails and treated as such.

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

1. All skid trails and/or cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contact and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees.

2. The Purchaser may immediately cut and remove additional timber to clear skid trails and cable yarding roads; and provide tailhold, tieback, guyline, lift and intermediate support trees when the trees have been marked with blue or green paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the

Authorized Officer. When trees are marked with yellow paint above and below stump height they may be cut, but must remain on site.

SAFETY

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

SEASONAL RESTRICTIONS

o. No mechanized falling or ground based yarding shall be conducted in the Sale Areas shown on Exhibit A outside of dry season (generally October 16 of one calendar year to May 31 of the following calendar year) as determined by the Authorized Officer.

p. No cable yarding, haul, or road maintenance shall be conducted in the Sale Areas shown on Exhibit A outside of dry season (generally October 16 of one calendar year to May 31 of the following calendar year) except on Spurs B, B1, C, E, and Dixie Mountain Road as determined by the authorized officer.

q. No road construction, improvement, renovation, decommissioning, stabilization, or subsoiling shall be conducted in the Sale Areas shown on Exhibit C, Exhibit D, or Exhibit E outside of dry season (generally October 16 of one calendar year to May 31 of the following calendar year) as determined by the authorized officer.

r. No work required in live streams shall be conducted between September 1 of one calendar year and July 14 of the following calendar year, both days inclusive, unless BLM receives a specific waiver from the Oregon Department of Fish and Wildlife.

ROAD CONSTRUCTION, IMPROVEMENT, RENOVATION, MAINTENANCE AND USE

s. The Purchaser shall construct natural surfaced road: 3N-2-19.4. The Purchaser shall construct surfaced roads: Spur B, Spur B1, Spur C, and Spur E. The Purchaser shall improve natural surfaced roads: Spur A and Spur D. The Purchaser shall renovate surfaced roads: 3N-2-19.3, 3N-2-20.0, 3N-2-29.0, 3N-2-29.3, 3N-2-29.5, and 3N-3-13.5. Construction, improvement, and renovation shall be done in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof.

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

u. The Purchaser shall decommission Spur A, Spur D, and 3N-2-19.4, as shown on Exhibit C, by subsoiling, removing culverts, installing non-drivable waterbars, scattering slash, and blocking. Subsoiling shall consist of loosening the soil to a depth of eighteen (18) inches utilizing excavator attachments, log loader tongs or other approved equipment acceptable to the Authorized Officer. No subsoiling shall be required where the road traverses rock outcroppings. All natural water courses shall be opened to prevent erosion of the road. Barriers shall be constructed and clearing debris shall be placed on and around the barriers so as to prevent further use of the road by vehicles as shown on Exhibit C. Decommissioning shall be completed within thirty (30) days of completion of yarding and hauling operations on that road.

v. The Purchaser shall decommission Spur B, Spur B1, Spur C, and Spur E, as shown on Exhibit C, removing culverts, installing non-drivable waterbars, and blocking. No subsoiling shall be required. All natural water courses shall be opened to prevent erosion of the road. Barriers shall be constructed and clearing debris shall be placed on and around the barriers so as to prevent further use of the road by vehicles as shown on Exhibit C. Decommissioning shall be completed within thirty (30) days of completion of yarding and hauling operations on that road.

w. The Purchaser is authorized to use the roads listed below and shown on Exhibit E for the removal of Government timber sold under the terms of this contract, provided that the Purchaser pay the required rockwear fees described in Section 42.x. Any road shown on Exhibit E and requiring renovation in Exhibit C of this contract, shall be maintained by the Purchaser until receiving written acceptance of the renovation from the Contracting Officer. The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification to the contract.

| Road No. and Segment | Length Used (Mi.) | Road Control | Road Surface Type | Maintenance Responsibility |
|----------------------|----------------------|--------------|-------------------|-------------------------------|
| Spur A | 0.037 | BLM | Natural | Purchaser |
| Spur B | 0.084 | BLM | Rocked | Purchaser |
| Spur B1 | 0.098 | BLM | Rocked | Purchaser |
| Spur C | 0.123 | BLM | Rocked | Purchaser |
| Spur D | 0.021 | BLM | Natural | Purchaser |
| Spur E | 0.029 | BLM | Rocked | Purchaser |
| *3N-2-19.4 Seg. A&B | 0.430 | BLM | Natural | Purchaser |
| 3N-2-29.3 | 0.197 | BLM | Rocked | Purchaser |
| 3N-2-29.5 | 0.154 | BLM | Rocked | Purchaser |
| **3N-3-13.5 seg. A-D | 1.997 | BLM | Rocked | Purchaser |

*-Merchantable timber removed off of this BLM controlled Road, Segment A shall be Purchased from Weyerhaeuser Company, under a negotiated price, prior to removal.

**- Merchantable timber removed off of this BLM controlled Road, Segments A, B, and D shall be Purchased from Weyerhaeuser Company, under a negotiated price, prior to removal.

x. The Purchaser shall pay a rockwear fee of sixty cents (\$0.60) per thousand board feet log scale per mile for the use of roads. The total rockwear fee due shall be based upon volumes determined pursuant to Exhibit B of this contract and mileage of roads used as determined by the Authorized Officer. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized Officer of the roads intended for use in the removal of timber purchased under this contract, together with an estimate of the volume to be hauled over such roads. If it is determined by the Authorized Officer, after all merchantable timber has been cut and scaled, that the total rockwear payments made under this contract exceed the total rockwear payment due, such excess shall be returned to the Purchaser after such determination is made.

y. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. S-623/OR015520, between the United States of America and Weyerhaeuser Company. The Purchaser will be required to enter into a license agreement prior to commencement of operations. The Purchaser shall furnish to the Authorized Officer a copy of the required executed license agreement. The license agreement conditions include: 1) Payment to Weyerhaeuser Company a road use obligation of one thousand twenty-six dollars & 00/100 dollars (\$1,026.00). This volume is based on estimations. Actual fees for road use obligation will be calculated with the actual volume hauled over said road segments after all merchantable timer has been cut and scaled. The difference in road use obligation fees (between license agreement amount and actual amount) shall be reported and differences paid by the "owing party" prior to termination of contract. Road Use Fees are paid at a rate of three dollars (\$3.00) per thousand board feet log scale. 2) Payment to Weyerhaeuser Company a rockwear fee obligation of two hundred fifty-eight and 02/100 dollars (\$258.02). Rockwear fees have been calculated using estimated timber volumes. Actual fees for

rockwear will be calculated with the actual volume hauled over said road segments after all merchantable timer has been cut and scaled. The difference in rockwear fees (between license agreement amount and actual amount) shall be reported and differences paid by the "owing party"prior to termination of contract. 3) The Purchaser shall perform any road repair and maintenance work on roads, under the terms of Exhibit D, "Road Maintenance Specifications", of this contract which is attached hereto and made a part hereof. Purchaser shall spread crushed rock on roads as directed by Authorized Officer as part of maintenance requirements. 4) Prior to cutting or removing any timber from the road right-of-way on the roads listed below, the Purchaser shall purchase the right-of-way timber from Licensor under a negotiated purchase price. 5) Default by the Purchaser of said Right-of-Way and Road Use Agreement or any license agreement executed pursuant thereto, shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. The purchaser will be required to carry liability insurance with the limits of \$1,000,000/ \$1,000,000/ \$3,000,000 and provide performance bond in the amount of \$3,000.

| Road No. and Segment | Length Used (Mi.) | Road Control | Road Surface Type | Maintenance Responsibility |
|--------------------------|----------------------|--------------|-------------------|-------------------------------|
| 3N-2-19.3 (Seg. A & B) | 0.207 | Weyerhaeuser | Rocked | Purchaser |
| 3N-2-20.0 (Seg. A1 – A5) | 1.083 | Weyerhaeuser | Rocked | Purchaser |
| 3N-2-20.0 (Seg. D1) | 0.188 | Weyerhaeuser | Rocked | Purchaser |
| 3N-2-29.0 (Seg. A) | 0.040 | Weyerhaeuser | Rocked | Purchaser |

In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with z. the conditions of Right-of-Way and Road Use Agreement No. S-294/OR044443, between the United States of America and Stimson Lumber Company. The Purchaser will be required to enter into a license agreement prior to commencement of opertations. The Purchaser shall furnish to the Authorized Officer a copy of the required executed license agreement. The license agreement conditions include: 1) Payment to Stimson Lumber Company a road use obligation of seven hundred eighty-eight & 14/100 dollars (\$788.14). This volume is based on estimations. Actual fees for road use obligation will be calculated with the actual volume hauled over said road segments after all merchantable timer has been cut and scaled. The difference in road use obligation fees (between license agreement amount and actual amount) shall be reported and differences paid by the "owing party" prior to termination of contract. Road Use Fees are paid at a rate of three & 53/100 dollars (\$3.53) per thousand board feet log scale for the 3N-2-20.0 Segment C1 and one & 49/100 dollars (\$1.49) per thousand board feet log scale for the 3N-2-20.0 Segment C2. 2) Payment to Stimson Lumber Company a rockwear fee obligation of twenty-one and 29/100 dollars (\$21.29). Rockwear fees have been calculated using estimated timber volumes. Actual fees for rockwear will be calculated with the actual volume hauled over said road segments after all merchantable timer has been cut and scaled. The difference in rockwear fees (between license agreement amount and actual amount) shall be reported and differences paid by the "owing party" prior to termination of contract. 3) The Purchaser shall perform any road repair and maintenance work on roads, under the terms of Exhibit D, "Road Maintenance Specifications", of this contract which is attached hereto and made a part hereof. Purchaser shall spread crushed rock on roads as directed by Authorized Officer as part of maintenance requirements. 4) Prior to cutting or removing

any timber from the road right-of-way on the roads listed below, the Purchaser shall purchase the right-of-way timber from Licensor under a negotiated purchase price. **5**) Default by the Purchaser of said Right-of-Way and Road Use Agreement or any license agreement executed pursuant thereto, shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. The purchaser will be required to carry liability insurance with the limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and provide performance bond in the amount of \$1,000.

| Road No. and Segment | Length Used (Mi.) | Road Control | Road Surface Type | Maintenance Responsibility |
|--------------------------|----------------------|--------------|-------------------|-------------------------------|
| 3N-2-20.0 (Seg. C1 & C2) | 0.226 | Stimson | Rocked | Purchaser |

aa. The Purchaser shall perform any required road repair and maintenance work on roads used by them which are deemed as Purchaser Maintenance in Section 42.w., 42.y., and 42.z. of this contract, and under the terms of Exhibit D, Road Maintenance Specifications, which is attached hereto and made a part thereof. Purchaser shall spread one hundred forty (160) cubic yards of spot rock on BLM roads and forty (40) cubic yards of spot rock on Private timberlands roads used for this timber sale, as directed by Authorized Officer as part of maintenance requirements.

ENVIRONMENTAL PROTECTION

bb. In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall supply and maintain chemical toilets at each active work site. Toilets shall receive proper servicing and maintenance. Employees shall use the toilet facilities provided and shall be notified of sanitary regulations and fully instructed as to their meaning and importance. The Purchaser is responsible for enforcing the sanitary regulations.

cc. In order to prevent the spread of noxious weeds, the Purchaser shall pressure wash all road construction and logging equipment that will be used off of existing roads, as well as loaders and mechanically propelled brush cutters, 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.

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

1. threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;

2. when, in order to comply with the Endangered Species Act or to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines or management direction of the

ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;

3. federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;

4. other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;

5. when, in order to comply with a court order which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;

6. when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;

7. species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines, or management direction established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;

8. when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines, or management direction established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

In the event of a suspension period or a combination of suspension periods that exceed a total of thirty (30) days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond thirty (30) days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in 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 fifteen (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 thirty (30) days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser. Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

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

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

MISCELLANEOUS

ee. The Purchaser agrees not to sell and/or exchange more than thirty (30) percent of the timber or log volume from this preferential sale to concerns that do not meet the Small Business Administration small business size standard (13 CFR 121).

The Purchaser understands that in addition to other penalties which may be imposed for violating the foregoing, the Purchaser may be declared ineligible to participate in future Federal timber sales that are set-aside for preferential bidding by small business qualified concerns for two semi-annual triggered periods succeeding the violation.

The Purchaser shall provide a current, interim Log Scale and Disposition of Timber Removed Report (Form 5460-15) upon request by the Authorized Officer at any time during the contract period for cutting and removal specified in Section 4 of this contract as amended.

FIRE PREVENTION

ff. 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

In addition to the requirements of Sec. 15 of this contract, and notwithstanding the gg. 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 forty-five (45) acres of harvest area located in the sale area. 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 and specific location of each treatment shall be determined by the Authorized Officer. Approximately twenty-six (26) acres will be machine pile construction, cover, and burn in the ground-based regeneration cut areas. Approximately twelve (12) acres will be slashed and lopped. There will be approximately seven (7) acres of landing pile covering and burning. Prior to commencement of any operation under this Section of the contract, a slash disposal and pre-work conference between the purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. The number of acres of each treatment shall be determined by the Authorized Officer. All slash disposal shall be done in accordance with the plans developed at this pre-work conference. Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of purchasers operations under the terms of this contract.

1. Slashing and lopping shall be completed on approximately twelve (12) acres post harvest in areas designated by the Authorized Officer in the sale area shown on Exhibit A. All standing woody vegetation (brush), whips, and designated trees over one (1) foot in height and less than six (6) inches diameter shall be felled (slashed) and lopped into six (6) foot or smaller lengths. Designated trees to be slashed include red alder and bigleaf maple.

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

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

c. All conifer tree species shall be reserved and undamaged.

2. Excavator pile and burn slash within ground based portion of regeneration harvest units from skid trails and within twenty-five (25) feet of Dixie Mountain Road, Otto Miller Road 3N-2-29.2, 3N-2-29.3, 3N-3-13.5, and 3N-2-18 roads in the sale area. 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 six (6) 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 pieces of burnable material 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. Harvest 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 four (4) mil. thick polyethylene plastic film at least twenty (20) feet wide. Landing piles shall be seventy-five (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.

hh. 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, 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. Five-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, six (6) drip torches, 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 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 (NomexTM 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 RESTRICTION

All timber sold to the Purchaser under the terms of the contract, except exempted species, ii. 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 round wood not processed to standards and specifications suitable for end-product uses; or (4) western redcedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8-3/4) inches in thickness or less; (6) shakes and shingles. Substitution will be determined under the definition found in 43 CFR 5400.0-5(n).

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

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

In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a "Certificate as to Nonsubstitution and Domestic Processing of Timber." The original of such certification shall be filed with the Authorized Officer.

Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

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

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

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

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

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

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

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

United States Department of the Interior BUREAU OF LAND MANAGEMENT

TIMBER SALE CONTRACT MAP - CONTRACT NO. ORN04-TS-2018.0404

T. 3N. R. 2W. Section 19 & 29 W. M. - NORTHWEST OREGON 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 usewith other data. Original data were compiled from various sources and may be updated without notification. Note: Boundaries of harvest area and rights-of-ways (ROW) are painted orange and posted. Harvest area acres do not include existing roads or previously harvested patch cuts. Acres shown on Exhibit A for harvest area have been computed using a Trimble Geo 6000 GPS Unit.Prepared By: csween

United States Department of the Interior BUREAU OF LAND MANAGEMENT Number 4 Timber Sale Exhibit A Page 2 of 2

TIMBER SALE CONTRACT MAP - CONTRACT NO. ORN04-TS-2018.0404

T. 3N. R. 2W. Section 19 & 29 W. M. - NORTHWEST OREGON 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 usewith other data. Original data were compiled from various sources and may be updated without notification. Note: Boundaries of harvest area and rights-of-ways (ROW) are painted orange and posted. Harvest area acres do not include existing roads or previously harvested patch cuts. Acres shown on Exhibit A for harvest area have been computed using a Trimble Geo 6000 GPS Unit.Prepared By: csween

Number 4 Timber Sale ORN04-TS-2018.0404 Exhibit B Page 1 of 5

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT (BLM)

EXHIBIT B / PRE-SALE

SCALE SALE PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS

I. Total Actual Purchase Price – In accordance with Sections 2 and 3 of the contract, the Purchaser agrees to pay the Government for the forest products sold under the contract in accordance with the following schedule and measurement requirements. Forest products sold are comprised of *Merchantable Timber*, *Other Timber*, *Other Forest Products*, *Remaining Volume*, and *Defect Caused by Abnormal Delay* as defined in this Exhibit. In the event an Extension of Time is approved, the prices per measurement unit are subject to readjustment (refer to Section 9 of the contract).

| Schedule of Products, Species, Measurement Units, and Prices | | | | | | | | | | | | | | |
|--|--|-----------|--|--|--|--|--|--|--|--|--|--|--|--|
| Species | SpeciesMeasurement UnitsPrice Per Measurement Unit | | | | | | | | | | | | | |
| Merchantable Timber: | | | | | | | | | | | | | | |
| Douglas-fir | Douglas-fir MBF \$ 338.00 | | | | | | | | | | | | | |
| Red alder | MBF | \$ 210.10 | | | | | | | | | | | | |
| Western hemlock | MBF | \$ 180.60 | | | | | | | | | | | | |
| Other Wood Products: | | | | | | | | | | | | | | |
| Clean Chips Green Tons \$ 3.00 | | | | | | | | | | | | | | |

II. Merchantable Timber – All timber which can be cut into logs, which equal or exceed the following specifications, shall be considered merchantable timber. Purchaser shall pay for same in accordance with Section 3 of the contract at the prices per measurement unit shown in Section I of this Exhibit.

| Sched | Schedule of Minimum Merchantable Log Specifications | | | | | | | | | | | | |
|----------------------|---|--|-----------|--|--|--|--|--|--|--|--|--|--|
| Species and Products | Length | Diameter (inside bark at small end) | Net Scale | | | | | | | | | | |
| All | 16 Feet | 6 inches | 20 bf | | | | | | | | | | |

III. Other Timber – If Purchaser elects to remove any logs which do not meet the above minimum merchantable log specifications in Section II of this Exhibit, are not designated as other forest products in Section I of this Exhibit, and have not been reserved to the Government in Section 41 of the contract, such logs shall be scaled for their merchantable content as provided herein and be paid for in accordance with Sections 2 and 3 of the contract and the prices per measurement unit in Section I of this Exhibit. If any timber is of a species or size not listed in Section II of this Exhibit (above) or is of a quality different from merchantable timber described herein, the Authorized Officer shall establish volumes and values in accord with BLM prescribed procedures.

IV. Deterioration Caused by Abnormal Delay – Scaling deductions made for rot, checks, or other deterioration resulting from abnormal delay in scaling caused by Purchaser shall be recorded separately and charged to the Purchaser in accordance with Section 3.(e). of the contract.

V. Remaining Volume – *Remaining volume* is defined in Section 3.(e). of the contract. The remaining volume of any forest products sold under the contract, and any deterioration due to abnormal delay shall be determined as provided in Section 3.(e). of the contract. Purchaser shall pay for same in accordance with Section 3 of the contract at the prices per measurement unit shown in Section I of this Exhibit. To maximize utilization, the Purchaser shall buck logs to variable merchantable lengths. If the Purchaser fails to buck logs to variable merchantable lengths, the Contracting Officer may measure unyarded log segments and bill the Purchaser for their value.

The Contracting Officer may determine during operations that the amount of remaining volume found is excessive and/or preventing the attainment of BLM treatment objectives. Upon such determination as directed in writing by the Contracting Officer, the Purchaser shall restring cable yarding lines, re-traverse ground-based yarding areas, and/or re-fly aerial yarding areas; and yard, remove, and present for scaling the material which would otherwise be designated as remaining volume.

VI. Scaling

A. **Scaling Service** – Log scaling services shall be provided and performed by Government scalers or parties under contract to BLM, as determined by the Contracting Officer. Purchaser shall notify the Authorized Officer three (3) days prior to commencing any hauling, including any hauling shutdowns longer than two (2) days, and at the earliest opportunity when ceasing hauling operations performed under the contract.

A Scaling Authorization must be completed and approved by the Authorized Officer prior to beginning operations. A Yard Scaling Agreement must be completed for each utilization facility that will receive logs from the sale, which must be scaled, and executed by the Purchaser, Scale Site Owner, and Contracting Officer prior to the delivery of any logs to that facility. Government scalers or contract scalers are authorized to collect scale data from all loads.

B. Log Rule and Measurement

All logs shall be scaled according to the Eastside Scribner Log Rules found in the Northwest Log Rules Eastside and Westside Log Scaling Handbook in the Official Rules for Log Scaling and Grading Bureaus developed by the Northwest Log Rules Advisory Group dated July 1, 2003 (reprinted June 1, 2006). The Contracting Officer may elect to utilize sample scaling in lieu of 100 percent scaling of log loads. The sample log scaling procedures, including sample design and number of log sorts, will be determined by the Authorized Officer in accordance with BLM prescribed procedures.

C. Log Presentation – Purchaser shall present logs so that they may be scaled in an economical and safe manner in accordance with the Yard Scaling Agreement(s) required in Section VI.A. of this Exhibit.

D. Check Scale – Government scalers will conduct check scales as set forth below:

1. Check scale shall include at least 200 logs or at least 50 MBF.

2. Utilize a sample that will accurately represent the species and defect associated with the sale.

3. For complex scaling situations, conduct the appropriate analysis to determine sample size. Increase the number of logs check scaled if sample size analysis deems it necessary.

4. Use the following standards to determine the proficiency of individual Government scalers or scalers under contract to BLM:

a. <u>Gross Scale</u>. A variance of one point five percent (1.5%) in gross scale is the standard unless otherwise justified.

 Check Scaler's Percent Defect in Logs
 Scalers Allowable Variance

 0-10 percent
 2 percent

 0.10 percent
 .2 x percent defect

 over 10 percent
 .2 x percent defect

 to a maximum of 5 percent

b. <u>Net scale</u>. The allowable variance is as follows:

5. Determinations as to volume of timber made by a Government check scaler in conformance with the standards as set forth herein shall be final. All loads check scaled by Government scalers will be identified with the check scaler's initials legibly marked or painted in the face of the first log in each load. When such checks show a variance in scale in excess of acceptable standards, in two or more consecutive check scales, an adjustment to the volume reported as scaled will be made by BLM. Such adjustments will be made based on the difference between available Government check scales. Unless otherwise approved in writing by the Contracting Officer, the volume to which this difference will be applied will be 50 percent of the volume scaled between the last satisfactory check and the first unsatisfactory check, 100 percent of the volume scaled during the unsatisfactory check, and 50 percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.

E. Accountability

1. All logs will be painted and branded at the landing and accounted for in accordance with Section 42.gg of the contract. Each truck driver shall obtain a load receipt and a BLM scaler receipt from the Log Truck Ticket Book issued by the Authorized Officer and comply with the instructions specified on the cover of said book. All log/load tickets will be marked with the Exhibit A unit number using a permanent marker or indelible stamp as directed by the Authorized Officer. While products are in transit, the

truck driver shall display the load receipt and BLM scaler receipt on the bunk or wing log at the front of the load on the driver's side, or as directed by the Authorized Officer in the case of other forest products. All forest products on each load shall be delivered to the destination listed on the load receipt. The BLM scaler receipt shall be surrendered at the location of BLM scaling, the unloading location, or as requested by BLM.

2. The Purchaser shall not haul forest products from the contract area on weekends, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's holidays; or outside the hours of 4:00 am to 8:00 pm daily, unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan.

3. The Purchaser shall furnish BLM a map showing the route which shall be used to haul forest products from the forest product sale area to the scaling location(s). Such route shall be the most direct haul route between the two points, unless another route is approved by BLM. The route of haul may be changed only with advance notice to the Authorized Officer and approval by BLM. The haul route map shall be attached to the Scaling Authorization.

4. All log loads will be scaled at scale locations listed on the Scaling Authorization as approved by the Authorized Officer. The Purchaser shall ensure that all scale site owners listed on the Scaling Authorization enter into a Yard Scaling Agreement before requesting BLM approval of the Scaling Authorization. Areas for scaling BLM logs will be designated on the ground and identified on the yard map as required in the Yard Scaling Agreement.

5. Any removal of logs from loaded trucks prior to their arrival at the delivery point as required by the contract shall be considered a willful trespass and render the Purchaser liable for damages under applicable law. Any payment made for purchase of such logs shall be deducted from the amount due because of trespass.

F. **Scaling Lost Forest Products** – The value of forest product loads represented by missing load tickets shall be equal to the highest value load for the month in which the lost load is hauled regardless of where the highest value load is scaled. If no loads have been scaled in that month, value will be determined from the closest month in which loads were scaled.

(VII.) Estimated Volumes and Values – The following volume estimates and calculations of value of forest products sold are made solely as an administrative aid for determining payment amounts, when payments are due, the value of forest products subject to any special bonding provisions, and other purposes specified in various portions of the contract. The cutting areas are shown on Exhibit A of the contract.

A. **Forest Product Volume Removed from Contract Area** – The total volume of removed forest products shall be determined using the Government's records of scaled volumes of forest products skidded or yarded monthly, or a shorter period if agreed to by the Purchaser and Government, to loading points or removed from the contract area.

B. **Forest Products Not Yet Removed from Contract Area** – The value of forest products which have not been removed will be determined by multiplying the value per acre as shown below times the amount of acreage subject to the purpose of the value determination, as

determined by the Authorized Officer. The estimated volume and value per acre used for determining payment amounts may be modified by the Authorized Officer based upon scale report data on forest product volume removed from the contract area.

| | Total Estimated Purchase Price and/or Schedule of Volumes and Values for Forest Products Not Yet Removed from Contract Area | | | | | | | | | | | | | |
|---------------------------|---|--------------------|-----------------------|-----------------------------------|-----------------|--|--|--|--|--|--|--|--|--|
| (| Cutting Area | Total Estir | nated Volume (MBF) | Total Estimated Purchase Price | | | | | | | | | | |
| Cutting Area Number | Exhibit A Acres | Volume per Acre | Total Volume | Value per Acre | Total Value | | | | | | | | | |
| Unit 1 | 13 | 21.5 | 280 | \$ 6,940.21 | \$ 90,222.70 | | | | | | | | | |
| Unit 2 | 90 | 14.2 | 1,279 | \$ 4,737.98 | \$ 426,418.60 | | | | | | | | | |
| Unit 3 | 39 | 25.5 | 995.0 | \$ 8,132.19 | \$ 317,155.30 | | | | | | | | | |
| Unit 4 | 15 | 14.3 | 995 | \$ 4,753.92 | \$ 71,308.80 | | | | | | | | | |
| Unit 5 | 14 | 14.2 | 199 | \$ 4,740.48 | \$ 66,366.70 | | | | | | | | | |
| Unit 6 | 54 | 21.9 | 1,185 | \$ 7,069.43 | \$ 381,749.10 | | | | | | | | | |
| Right-of-way | 1 | 33.0 | 33 | \$ 10,455.50 | \$ 10,455.50 | | | | | | | | | |
| Chips | 0 | N/A | 500 Green Tons | N/A | \$ 1,500.00 | | | | | | | | | |
| Sale Total | 226 | | 4,185 MBF | | \$ 1,365,176.70 | | | | | | | | | |

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

Type 5 Typical Grading Section w / Ditch

Type 6 Typical Surfacing Section

| | | | | | | | | 50: RC | | | | | | | | | | | | Page 9 of 38 |
|---------------|---|----------------------------------|--------------|--|----------------------------|----------|----------------------------------|--------------------------|-------|---|--------------|----------------|------------------------|--------------------|------------|---|-------------------------|---------|--|--|
| | | | | | diu | ROAD | | GRAD | - | EF | | | | SURFAC | | | | COURSE | | 1.0500.000 |
| Road Number | Start Station or Milepost | End Station or Milepost | Total Length | Typical Cross Section | Min. Curve Radi | Subgrade | Ditch | rable | | Min. Width Comp. | | | Grading Size 2 (*3) | Number of Lifts | Min. Width | Comp. Depth | Surface Type (*3) | ize | Number of Lifts | Remarks |
| pur A | 0+00 | 1+97 | 1+97 | 3 | _ | 14 | 0 | 18% | | | | , - | 00 | | - | 00 | 0 F | | | Improvement. Construct Landing as marked (approx. 50 ft. diameter). Use material from vertical transition off of Otto Miller as fill material between Sta. 0+00 - 0+55. |
| | 0+00 | 1+97 | 1+97 | 5 | | 14 | 0 | 10/0 | 10/0 | | | | | | | | | | | as initiaterial between sta. 0100 - 0155. |
| our B | 0+00 | 4+43 | 4+43 | 3 | | 14 | 0 | 10% | 10% | 12' 8 | ' F | PRR | A | 2 | | | ASC | с | | New Construct. Construct Landing as marked. (approx. 50 ft. diameter). Spread an 8" Lift Pit-Run Rock (Including Landing) capped with 10 CY Crushed Spot Rock as apron to Dixie Mountain Road (Sta. 0+00 - 0+50). |
| our B1 | 0+00 | 5+18 | 5+18 | 3 | | 14 | 0 | 10% | 10% | 12' 8 | ' P | PRR | A | 2 | | | | | | New Construct. Construct a turnaround and Landing (approx. 50 ft. diameter) as marked. Spread an 8" Lift Pit-Run Rock (including Turnaround and Landing). |
| our C | 0+00 | 6+50 | 6+50 | 3 | | 14 | 0 | 10% | 10% | 12' 8 | ' F | PRR | A | 2 | | | ASC | с | | New Construct. Place 15 CY crushed as culvert bedding/backfill. Spread an 8" Lift Pit-Run Rock (Including Two Landings) capped with 10 CY Crushed Spot Rock as apron to Dixie Mountain Road (Sta. 0+00 - 0+50). Install 1 temporary culvert in existing Ditchline of Dixie Mountain Road as marked or directed. Construct a Roadside Landing @ Sta. 2+75 and End Landing (approx. 60' diameter) as marked. |
| our D | 0+00 | 1+10 | 1+10 | 3 | | 14 | 0 | 10% | 10% | | | | | | | | | | | Improvement. Spread 10 CY crushed spot/cap rock as marked and needed. Place 15 CY Pit-Run Base rock as marked. Place 15 CY crushed as culvert bedding/backfill. Install 1 temporary culvert in existing Ditchline of Dixie Mountain Road as marked or directed. Construct Landing (approx. 50 ft. diameter). |
| ipur E | 0+00 | 1+55 | 1+55 | 3 | | 14 | 0 | 10% | 10% | 12' 8 | ' P | PRR | A | 2 | | | ASC | с | | New Construct. Construct Landing as marked. (approx. 50 ft. diameter). Spread an 8" Lift Pit-Run Rock (Including Landing) capped with 10 CY Crushed Spot Rock as apron to Dixie Mountain Road (Sta. 0+00 - 0+50). |
| N-2-19.3 | 0.000 | 0.207 | 0.207 | 6 | | 14 | 2 | | | | F | PRR | A | | | | | | | Renovation. Spread 20 CY Pit-Run spot rock as needed. Place 10 CY Pit-Run spot rock in turnaround as marked. Re-establish ditchlines and haul material to WA as directed. Construct waste areas, ditchouts, turnouts, and turnaround as marked. |
| N-2-19.4 | 0+00 | 5+69 | 5+69 | 3 | | 14 | 0 | | | | F | PRR | A | | | | ASC | с | | New Construct. Spread 15 CY crushed spot/cap rock as marked and needed. Place 15 CY Pit-Run Base rock as marked. Place 15 CY crushed as culvert bedding/backfill. Install 1 temporary culvert in existing Ditchline of 3N-2-19.3 as marked or directed Construct a Landing (approx. 40' diameter) as marked. |
| N-2-20.0 | 0.000 | 1.675 | 1.675 | 6 | | 14 | 2 | | | | F | PRR | A | | | | ASC | с | | Renovation. Spread 200 CY Crushed Spot Rock as marked & needed. Spread 20 CY Pit-Run Spot Rock in turnaround @ MP 1.261 as marked. Spread 55 CY Pit-Run Base Rock. Place 55 CY Crushed Culvert Bedding/Backfill as marked. Re-establish ditchline and haul material to WA. Construct 6 sediment catch basins w/ straw bales in ditchline as marked and directed. Construct ditchouts, turnouts, and turnaround as marked. Replace 1 stream culvert in large fill and Install 2 culverts. Install 5 |
| Cut slope | | | -Cut sk | | | | | 1 | Cut s | lone | | | | | /- Cut | slope | | | | *NOTES |
| Typical Gradi | e 1 ng Section | Fill slope <u>1.5</u> :1 | Ţ | Minimum Tog Course width Minimum E Course wid Subgrade Subgrade Typ ypical Surfa Inste | ase dth % e width | | houlder slop 1.5:1 Fi 1 | pe ill slope L.5:1 | , | <u>2-4</u> <u>Subgrade</u> Type al Gradir Outsk | 3 g Secti | ion | Fill slop | | | 1.5 Surfa Bas Sub Typical S | um Base e width % | Section | -Shoulder sk | 1. Extra subgrade widths Add to each shoulder: 1 ft. for fills of 1-6 ft. and 2 ft. for fills ore 6 ft. Widen the inside shoulder of curves as follow: 4. Turnouts View 1 as hown on the plans. Located approximately as shown on the plans |
| | Ditches - 3:1 slope fro Depth may t to obtain req own shall be 3% ubgrade width ch ft. width Type 5 Grading Sectio | Fill slo | | L' | min. | Minim | | Shou 3 | -Fil | .5 :1 | 25 ft. | 6. | | ft | ent _ | | q | | $ \begin{array}{c} - & 25 \\ \hline 25 \text{ ft. r} \\ - \\ \hline 50 \\ - \\ 25 \\ \end{array} $ | Note: Full bench construction is required on side 8. Drainage See Culvert List 10. Compaction Surface type. 11. Compaction PRR - Pit in rock GRR - Grid roled rock JRR - Jaw run rock ASC - Aggr. surface course WC - Wood chips 10. Compaction Compaction 300 400 and 20. Compaction Sime - Screened rock JRR - Jaw run rock 8 - 2" (base C - 3" jaw run course) 300 and 20. Compaction Sime - Compaction C - 3" jaw run course) 400 400 |

Roadway

PLAN Typical Truck

25_ft. taper 25 ft. min.

PLAN Typical Turnout

(surface course) * Clearing Limits as posted on ground

ORN04-TS-2018.0404 Number 4 Timber Sale Exhibit C

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

150: ROAD PLAN AND DETAIL SHEET

| | | | | | | | | 150: ROAD | PLAN A | ND DE | | | | | | | | Page 10 of 38 |
|-------------|--|---|----------------------------------|--------------------------|---------------|-------------------------|--|--------------------------------------|--|----------------------|----------------------|--------------------|------------|----------------|---|----------------------|--|--|
| | | | | | Radius | ROAD | WIDTH | GRADIANT | | BASE COU | | SURFACI | NG (' | | RFACE C | OURSE | | |
| Road Number | Start Station or Milepost | End Station or Milepost | Total Length | Typical Cross Section | Min. Curve Ra | Subgrade | Ditch | Max. Favorable Max. Adverse | Comp. Depth | Surface Type (*3) | Grading Size (*3) | Number of Lifts | Min. Width | Comp. Depth | Surface Type (*3) | Grading Size (*3) | Number of Lifts | Remarks |
| 3N-2-29.0 | 0.000 | 0.040 | 0.040 | 6 | | 14 | 2 | | | | | | | | ASC | с | | Renovation. Spread 20 CY 1-1/2"-0" Crushed Spot Rock as needed. Install 1 metal inlet marker as marked. |
| | | | | | | | | | | | | | | | | | | |
| 3N-2-29.3 | 0.000 | 0.197 | 0.197 | 6 | | 14 | 2 | | | PRR | А | | | | ASC | с | | Renovation. Spread 50 CY Crushed Spot as marked and needed. Spread 20 CY Pit-Run Rock in turnaround as marked. Spread 20 CY Pit-Run Rock in Landing as marked. Re-establish ditchlines and haul material to WA as directed. Construct turnaround (with ditchline material) as marked. Construct ditchouts as marked and needed. Install 1 metal inlet marker as marked. |
| 3N-2-29.5 | 0.000 | 0.154 | 0.154 | 6 | | 14 | 2 | | | PRR | A | | | | ASC | с | | Renovation. Spread 70 CY Crushed Spot as marked and needed. Spread 20 CY Pit-Run Rock in turnaround as marked. Re- establish ditchlines and haul material to WA as directed. Construct turnaround (with ditchline material) as marked. Construct ditchouts as marked and needed. |
| 3N-3-13.5 | 0.000 | 1.778 | 1.778 | 6 | | 14 | 2 | | | PRR | A | | | | ASC | с | | Renovation. Spread 470 CY Crushed Spot/Cap/turnout Rock as marked and needed. Spread 390 CY Pit-Run Base Rock as marked. Spread 120 CY Pit-Run Rock on Turnarounds as marked. Place 390 CY Crushed Culvert Bedding/Backfill as marked. Place 165 CY Class 3 RipRap as Fill Stabilization Wall/Dissipater/Fill Armor @ culvert inlets and outlets as marked. Re-use RipRap Rock salvaged from replacement of culverts as fill armor @ culvert outlets @ MP 0.935 & 1.380 as directed. Re-establish ditchline and haul material to WA. Construct 4 sediment catch basins w/ straw bales in ditchline as marked and directed. Construct ditchouts, turnouts, and turnarounds as marked. Install 5 culverts, replace 12 culverts, and install 3 downspout (6 culverts are in ≥ ftf fills). Install 28 metal inlet markers as marked. |
| | 1.778 | 1.836 | 0.058 | 4 | | 14 | 0 | | | PRR | A | | | | ASC | с | | Renovation. Spread 10 CY Crushed Spot Rock as needed. Pull back sidecast material along road edge and haul to waste area as directed. |
| | 1.836 | 1.997 | 0.161 | 6 | | 14 | 2 | | | PRR | A | | | | ASC | с | | Renovation. Spread 10 CY crushed Spot Rock as needed. Spread 10 CY Crushed Spot Rock in Turnaround as marked. Re- establish ditchline and haul material to WA. |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| Typical G | 2-4 % rade width / /pe 1 ading Section sloped | Fill slo 1.5: | | | ograde w | vidth 2 ing Secti | | Fill slope 1.5:1 | 2-4_% Subgrade Type pical Gradir Outsk | g Section | Fill : 1.5 | | , 1 | Typical | im Top width mum Base se width <u>%</u> <u>%</u> <u>%</u> <u>%</u> <u>%</u> <u>%</u> <u>%</u> <u>%</u> | \leq | Shoulder si | I. Extra subgrade widths Add to each shoulder: 1ft. for fills of 1-6 ft. and 2 ft. for fills over 61 k. Widen the inside shoulder of curves as follow: (Gee Road Plan Map, Exhibit C) 4. <u>Turnouts</u> Width - 10 ft. in addition to subgrade width, or as shown on the plans. Located approximately as shown on the plans. Intervisible and on timore than 2001: apant. ************************************ |
| | Ditches 3:1 slop Depth i to obta Subgrade width Ditch.3_ft. Type 5 cal Grading S w / Ditch | be from subgradinay be exceeded in required drain | e. dage. II stope .5_:1 | | - Cut sic | Ditch 3 min. widtl | tinimum Bac Course width Minimum Tr Course widt rown shall be bgrade width <u>bgrade width</u> <u>ff.</u> h pe 6 facing Se | Shoulder sto 3.1 | -Fill slope 1.5 :1 | 25 ft. | Ro | 6 ft. | | <u>ም</u> | ę | 10 ft | $\frac{25}{25 \text{ ft. r}}$ Turnoo length 50 r 25 ft. r 25 ft. r | taper induces between the second seco |

ORN04-TS-2018.0404 Number 4 Timber Sale Exhibit C



United States Department of the Interior BUREAU OF LAND MANAGEMENT

Number 4 Timber Sale Contract No. ORN04-TS-2018.0404 Exhibit C Page 28 of 38

6/22/2018

ROAD PLAN MAPPage 28 cT. 3 N. R. 2 W. Sections 19 & 29 W. M. - NORTHWEST OREGON DISTRICT - OREGON



Existing rock surface road to be renovated

0 1,050 2,100 4,200 Feet



United States Department of the Interior BUREAU OF LAND MANAGEMENT

Number 4 Timber Sale Contract No. ORN04-TS-2018.0404 Exhibit C Page 29 of 38

6/22/2018

ROAD PLAN MAPPage 29 cT. 3 N. R. 2 W. Sections 19 & 29 W. M. - NORTHWEST OREGON DISTRICT - OREGON



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

| | | | | | | | | | Culve | ert List | | | | | | | Page 32 of 38 |
|-------------------|--|----------------------|----------------------|--------|---------------|-------------------------------------|---------------------------------|------------------------|-------------|---------------------|------------------|-----------------|--|-------------------|--------|------------------------------|--|
| CULVERT LOCATIONS | | | | | | | | | | | | | | | ROCK | | |
| DESIGNED *2 | | | | | | | DOWNSPOUT(d) or STANDPIPE(s) *4 | | | | | AS BUILT | | RIP RAP (GRADING) | | | REMARKS *6 |
| Road # | Sta./ M.P | SIZE | GAGE | LENGTH | CULVERT GRADE | INSTALL TYPE *3 | SIZE | TYPE | LENGTH | TYPE OF ELBOW *5 | SIZE | GAGE | LENGTH | (a) INFET | ουτιετ | Structure inside (d) pipe | |
| 3N-2-19.4 | 0+16 | 18" | | 46' | | | | | | | | | | | | | Install New Culvert in Ditchline as marked in field. Place 15 CY Crushed Bedding/Backfill. Spread 15 CY Pit-Run Base Rock over Pipe as Surfacing capped with 10 CY Crushed Rock. No metal inlet marker needed. |
| 3N-2-20.0 | 0.197 | 36" | | 40' | | | | | | | | | | | | | Replace Existing Culvert as marked in field (approx. 10 ft. fill @ CL). Place 30 CY Crushed Bedding/Backfill. Spread 30 CY Pit-Run Base Rock over Pipe as Surfacing capped with 25 CY Crushed Rock. Install metal inlet marker. |
| | 0.423 | | | | | | | | | | | | | | | | Install metal inlet marker on existing CMP. |
| | 0.493 | | | | | | | | | | | | | | - | | Install metal inlet marker on existing CMP. |
| | 0.531 | 18" | | 30' | | | | | | | | | | | | | Install New Culvert as marked in field. Place 10 CY Crushed Bedding/Backfill. Spread 10 CY Pit-Run Base Rock over Pipe as Surfacing capped with 10 CY Crushed Rock. Install metal inlet marker needed. |
| | 0.674 | 18" | | 34' | | | | | | | | | | | | | Install New Culvert as marked in field. Place 15 CY Crushed Bedding/Backfill. Spread 15 CY Pit-Run Base Rock over Pipe as Surfacing capped with 10 CY Crushed Rock. Install metal inlet marker needed. |
| 3N-2-29.0 | 0.029 | | | | | | | | | | | | | | | | Install metal inlet marker on existing CMP. |
| 3N-2-29.3 | 0.176 | | | | | | | | | | | | | | | | Install metal inlet marker on existing CMP. |
| Spur A | 0+45 | 18" | | 68' | | | | | | | | | | | | | Install New Culvert in Ditchline as marked in field. Place 25 CY Crushed Bedding/Backfill. Spread 20 CY Pit-Run Base Rock over Pipe as Surfacing capped with 15 CY Crushed Rock. No metal inlet marker needed. |
| Spur C | 0+36 | 18" | | 60' | | | | | | | | | | | | | Install New Culvert in Ditchline as marked in field. Place 15 CY Crushed Bedding/Backfill. Spread 10 CY Crushed Spot Rock over Lift of Pit-Run. No metal inlet marker needed. |
| Spur D | 0+19 | 18" | | 40' | | | | | | | | | | | | | Install New Culvert in Ditchline as marked in field. Place 15 CY Crushed Bedding/Backfill. Spread 15 CY Pit-Run Base Rock over Pipe as Surfacing capped with 10 CY Crushed Rock. No metal inlet marker needed. |
| | Gage Chart Dec. Inches Gage Steel Alum. 10 .138 .135 | | | | | *2. all culverts have 2 2/3" x 1/2" | | | | | | | *4. Downspout or Standpipe Types 1) Full *** Downspouts and stand 2) Half pipes (under 36" diameter) shall be CPP, Type C (single) | | | | *5. 1) Conventional or Fabricated 2) Turner type 3) Slip joint |
| | 12 14 16 | .109 .079 .064 | .105 .075 .060 | - | *** sm | * Corri aller. 4 | Il larger | lastic pip culverts | shall be al | luminized steel. | all) sh Culve | 3) Flume wall). | | | | 6" and hall be | *6. Include special sections, structures, headwalls, footings & other data. |

ORN04-TS-2018.0404 Number 4 Timber Sale

Exhibit C
U.S. DEPT. OF THE INTERIOR Bureau of Land Management NORTHWEST OREGON DISTRICT OFFICE - OREGON

| | | | | | | | | | Culve | ert List | | | | | | | Page 33 of 38 |
|--|-----------|--------|------|-------|---------------|------------------|------|---------|------------|--------------|-----|--------|--------|---------------|---------|------------------|--|
| CULVERT LOCATIONS DESIGNED *2 DOWNSPOUT(d) or STANDI | | | | | | | | | | ROCK | | | | | | | |
| | DESIG | NED *2 | | | | | DOWN | NSPOUT(| d) or STAN | IDPIPE(s) *4 | A | S BUIL | т | RIP R. (a) | AP (GRA | DING) (b) | REMARKS *6 |
| Road # | Sta./ M.P | ZE | 3AGE | ENGTH | CULVERT GRADE | NSTALL TYPE 3 | IZE | YPE | ENGTH | YPE OF ELBOW | IZE | BAGE | LENGTH | NLET | ουτιετ | itructure inside | |
| 3N-3-13.5 | 0.094 | | | | | = * | | | - | | ~ | | | - | | ~ ~ | Install metal inlet marker on existing CMP. |
| | 0.163 | | | | | | | | | | | | | | | | Install metal inlet marker on existing CMP. |
| | 0.172 | 24" | | 46' | | | | | - | - | | | | - | 10 | | Replace Existing Culvert as marked in field (approx. 8 ft. fill @ CL). Place 20 CY Crushed Bedding/Backfill. Spread 20 CY Pit-Run Base Rock over Pipe as Surfacing capped with 1 CY Crushed Rock. Place 10 CY Class 3 RipRap @ outlet as stabilization wall/dissipater. Install metal inlet marker. |
| | 0.203 | | | | | | | | | | | | | - | | | Install metal inlet marker on existing CMP. |
| | 0.268 | | | | | | | | | | | | | | | | Install metal inlet marker on existing CMP. |
| | 0.300 | 18" | - | 30' | | | | | - | - | | - | | | - | | Replace Existing Culvert as marked in field. Place 10 CY Crushed Bedding/Backfill. Spread 10 CY Pit-Run Base Rock over Pipe as Surfacing capped with 10 CY Crushed Rock. Install metal inlet marker. |
| | 0.328 | 36" | - | 64' | | | - | | - | - | | - | | 10 | 50 | | Replace Existing Culvert as marked in field (approx. 14 ft. fill @ CL). Place 45 CY Crushed Bedding/Backfill. Spread 45 CY Pit-Run Base Rock over Pipe as Surfacing capped with 30 CY Crushed Rock. Place 10 CY Class 3 RipRap @ inlet as fill armor. Place 50 CY Class 3 RipRap @ outlet as stabilization wall/dissipater. Install metal inlet marker. |
| | 0.369 | 24" | | 40' | | | - | | | | | | | | - | | Install New Culvert as marked in field. Place 15 CY Crushed Bedding/Backfill. Spread 15 CY Pit-Run Base Rock over Pipe as Surfacing capped with 10 CY Crushed Rock. Install metal inlet marker. |
| | 0.450 | | | | | | | | | | | | | | - | | Install metal inlet marker on existing CMP. |
| | 0.472 | 36" | | 40' | | | - | | - | - | | | | 5 | 5 | | Replace Existing Culvert as marked in field (approx. 7 ft. fill @ CL). Place 25 CY Crushed Bedding/Backfill. Spread 25 CY Pit-Run Base Rock over Pipe as Surfacing capped with 2t CY Crushed Rock. Place 5 CY Class 3 RipRap @ inlet as fill armor. Place 5 CY Class 3 RipRap @ outlet as stabilization wall/dissipater. Install metal inlet marker. |
| | 0.492 | 36" | | 50' | | | - | | - | | | | | 5 | 10 | | Replace Existing Culvert as marked in field (approx. 6 ft. fill @ CL). Place 35 CY Crushed Bedding/Backfill. Spread 35 CY Pit-Run Base Rock over Pipe as Surfacing capped with 3 CY Crushed Rock. Place 5 CY Class 3 RipRap @ inlet as fill armor. Place 10 CY Class 3 RipRap @ outlet as stabilization wall/dissipater. Install metal inlet marker. |
| | 0.616 | 36" | | 40' | | | - | | - | - | | | | 5 | 5 | | Replace Existing Culvert as marked in field (approx. 6 ft. fill @ CL). Place 25 CY Crushed Bedding/Backfill. Spread 25 CY Pit-Run Base Rock over Pipe as Surfacing capped with 2 CY Crushed Rock. Place 5 CY Class 3 RipRap @ inlet as fill armor. Place 5 CY Class 3 RipRap @ outlet as stabilization wall/dissipater. Install metal inlet marker. |
| | 0.639 | 36" | | 50' | | | | | - | - | | - | | 5 | 10 | | Replace Existing Culvert as marked in field (approx. 8 ft. fill @ CL). Place 35 CY Crushed Bedding/Backfill. Spread 35 CY Pit-Run Base Rock over Pipe as Surfacing capped with 3 CY Crushed Rock. Place 5 CY Class 3 RipRap @ inlet as fill armor. Place 10 CY Class 3 RipRap @ outlet as stabilization wall/dissipater. Install metal inlet marker. |
| | 0.680 | | | | | | | | | | | | | - | | | Install metal inlet marker on existing CMP. |
| | 0.770 | | | | | | | | | | | | | | - | | Install metal inlet marker on existing CMP. |
| | 0.878 | | | | | | | | | | | | | | | | Install metal inlet marker on existing CMP. |
| | 0.935 | 18" | - | 30' | | | | | | - | | | | | - | | Install New Culvert as marked. Place 10 CY Crushed Bedding/Backfill. Spread 10 CY Pit-Run Base Rock over Pipe as Surfacing capped with 10 CY Crushed Rock. Re-use existing RipRap @ outlet fill as armor. Install metal inlet marker. |
| | 1.022 | | | | | | | | | | | | | | - | | Install metal inlet marker on existing CMP. |
| | 1.080 | 36" | - | 70' | | | - | | - | | | | | 10 | 20 | | Replace Existing Culvert as marked in field (approx. 15 ft. fill @ CL). Place 50 CY Crushed Bedding/Backfill. Spread 50 CY Pit-Run Base Rock over Pipe as Surfacing capped with 35 CY Crushed Rock. Place 10 CY Class 3 RipRap @ inlet as fill armor. Place 20 CY Class 3 RipRap @ outlet as stabilization wall/dissipater. Install metal inlet marker. |
| | 1.155 | | | | | | - | | | | | - | | | - | - | Install metal inlet marker on existing CMP. |
| | 1.260 | 36" | | 40' | | | | | | - | | | | | | | Replace Existing Culvert as marked in field (approx. 6 ft. fill @ CL). Place 25 CY Crushed Bedding/Backfill. Spread 25 CY Pit-Run Base Rock over Pipe as Surfacing capped with 2 CY Crushed Rock. Install metal inlet marker. |
| | 1.328 | | | | - | | | | | | | - | | | | - | Install metal inlet marker on existing CMP. |
| | 1.380 | 18" | - | 32' | - | | | | | - | | | | | | | Install New Culvert as marked. Place 15 CY Crushed Bedding/Backfill. Spread 15 CY Pit-Run Base Rock over Pipe as Surfacing capped with 10 CY Crushed Rock. Re-use existing RipRap @ outlet fill as armor. Install metal inlet marker. |
| | 1.503 | 18" | | 30' | | | 18" | 1) C | 10' | - | | | | | | | Install New Culvert and downspout as marked. Place 10 CY Crushed Bedding/Backfill. Spread 10 CY Pit-Run Base Rock over Pipe as Surfacing capped with 10 CY Crushed Rock Install metal inlet marker. |
| | 1.520 | 36" | - | 40' | | | - | | - | - | | - | | 5 | 10 | | Replace Existing Culvert as marked in field (approx. 6 ft. fill @ CL). Place 25 CY Crushed Bedding/Backfill. Spread 25 CY Pit-Run Base Rock over Pipe as Surfacing capped with 2 CY Crushed Rock. Place 5 CY Class 3 RipRap @ inlet as fill armor. Place 10 CY Class 3 RipRap @ outlet as stabilization wall/dissipater. Install metal inlet marker. |
| | 1.625 | 24" | - | 40' | | | | | | | | | | | | - | Replace Existing Culvert as marked in field. Place 15 CY Crushed Bedding/Backfill. Spread 15 CY Pit-Run Base Rock over Pipe as Surfacing capped with 10 CY Crushed Rock. Install metal inlet marker. |
| | 1.715 | 18" | - | 32' | | | 18" | 1) C | 20' | | | | | | | | Install New Culvert and downspout as marked. Place 15 CY Crushed Bedding/Backfill. Spread 15 CY Pit-Run Base Rock over Pipe as Surfacing capped with 10 CY Crushed Rock. Install metal inlet marker. |
| | 1.778 | 24" | - | 34' | | | 24" | 1) C | 20' | | | - | | | | | Replace Existing Culvert as marked in field. Place 15 CY Crushed Bedding/Backfill. Spread 15 CY Pit-Run Base Rock over Pipe as Surfacing capped with 20 CY Crushed Rock. Install metal inlet marker. |
| | · | | | - | | | | | | | | | | | r | | The an index many second se |

*5. 1) Conventional or Fabricated

ORN04-TS-2018.0404

Number 4 Timber Sale

Exhibit C

1. Designed culvert lengths

| 1. Designed cuivert lengths | | | *5. 1) Conventional or Fabricated |
|--|------------|------------------------------|---|
| and locations are approximate. | *4. Downsp | out or Standpipe Types | 2) Turner type |
| | 1) Full | *** Downspouts and stand | 3) Slip joint |
| *2. all culverts have 2 2/3" x 1/2" | 2) Half | pipes (under 36" diameter) | |
| | | shall be CPP, Type C (single | |
| unless otherwise noted. | 3) Flume | wall). | *6. Include special sections, structures, |
| | | | headwalls, footings & other data. |
| **** Corrugated plastic pipe (CPP), Type S smaller. All larger culverts shall be alumin | · / | | |
| one piece (no joints). No Culvert piece sha | | | |
| | | | |

ORN04-TS-2018.0404 Number 4 Timber Sale Exhibit C Page 34 of 38

U.S. DEPT. OF THE INTERIOR Bureau of Land Management NORTHWEST OREGON DISTRICT OFFICE - OREGON **CULVERT BAND DETAILS**





STANDARD CONSTRUCTION IS 1 PIECE 12" THRU 48' AND 2 PIECE 54' AND ABOVE

BAR AND STRAP

CONNECTOR

CONTINUOUS -

AROUND BAND

HILL

• • •

1:1

÷.

GASKETS AND "HUGGER" TYPE BANDS, OR AN APPROVED EQUIVALENT COUPLER, SHALL BE INSTALLED INSTALLED ON ALL 48" AND LARGER METAL PIPES.

SIZE (NCHES илдтн 놂망 WIDTH BUR 시기 비 비 비 UNDER 18 7 2 7 2 12 12 14 18 TO 54 З 3 3 18 З 24 5 DVER 54 24 5 5 24 24 4

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

(A) BANDS WITH ANGLES

BANDS WITH TENSION TYPE CONNECTIONS

"HUGGER" COUPLER BANDS



CULVERT INSTALLATION DETAILS

U.S. DEPT. OF THE INTERIOR Bureau of Land Management NORTHWEST OREGON DISTRICT OFFICE - OREGON ORN04-TS-2018.0404 Number 4 Timber Sale Exhibit C Page 35 of 38



United States Department of the Interior BUREAU OF LAND MANAGEMENT

Number 4 Timber Sale Contract No. ORN04-TS-2018.0403 Exhibit E Page 1 of 2

7/9/2018

Maintenance and Access Map

T. 3N. R. 2W. Section 19 & 29 W. M. - NORTHWEST OREGON 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 usewith other data. Original data were compiled from various sources and may be updated without notification. Prepared By: csween



United States Department of the Interior BUREAU OF LAND MANAGEMENT

Number 4 Timber Sale Contract No. ORN04-TS-2018.0403 Exhibit E Page 2 of 2

7/9/2018

Maintenance and Access MapPage 2 oT. 3N. R. 2W. Section 19 & 29 W. M. - NORTHWEST OREGON 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 usewith other data. Original data were compiled from various sources and may be updated without notification. Prepared By: csween

EXHIBIT F

Designation by Prescription (DxP) Scale Timber Sale Requirements

I. <u>Prescription by Unit</u>

Commercial Thin Areas

Thin through the diameter range. The variation for the cumulative average TPA of all the inspection plots within each unit is +-10%.

| Unit | Leave trees per acre | Average Spacing (in feet) |
|------------------|----------------------|---------------------------|
| 3, 5 | 96 | 21 |
| 6, 7, 9, 12 | 69 | 25 |
| 13 | 82 | 23 |
| 17 (sample mark) | 72 | 25 |

Riparian Reserve Areas

Thin from below. The variation for the cumulative average of all the inspection plots for each unit is +/-10%.

| Unit | Leave trees per acre | Average Spacing (in feet) |
|----------------------------|----------------------|---------------------------|
| 3RR, 5RR, 13RR | 64 | 26 |
| 6RR, 7RR, 10RR, 11RR, 12RR | 61 | 27 |
| 17RR (sample mark) | 79 | 23 |

Regeneration Harvest Areas

Clump most of the leave trees (roughly seventy (70) percent) and leave the remaining trees scattered throughout the unit. The variation for the cumulative average of all the inspection plots for each unit is +-10%.

| Unit | Average trees per acre to mark | Number of trees per clump | Average spacing of dispersed trees (in feet) |
|----------------------|-----------------------------------|------------------------------|--|
| 2, 4, 8, 10 | 17 | 12 | 93 |
| 11 | 20 | 14 | 85 |
| 18 (sample mark) | 14 | 10 | 104 |
| 16, 19 (sample mark) | 16 | 11 | 93 |

II. Selection Criteria

Reserve Tree Selection Criteria for Commercial Thin Areas (Units 3, 5, 6, 7, 9, 12, and 13):

- 1. Cutting should be done on a spacing so that trees of all sizes are reserved (not just big trees).
- 2. Reserve all bigleaf maple with a ten (10) inch diameter at breast height (DBH defined as four and one-half feet (4.5 feet), above ground level on the uphill side of the tree) and bigger. Multiple stems from one stumps will be counted as one tree.
- 3. If the cutter has a choice of multiple trees to cut at a given location, they should default to the species preference list below.
- 4. Cut the unit to the appropriate trees per acre as shown in the table in Section II. The trees per acre for individual 1/10 acre plots, as well as the cumulative average of all the inspection plots, can be varied within the allowable trees per acre.
- 5. Surround snags that are greater than eighteen (18) inches DBH and twenty (20) feet in height or snags being actively used by wildlife, with two (2) or more uncut trees to protect them from logging damage.
- 6. Identified *Phellinus* areas are shown on the Exhibit F Map and are identified in the unit with blue and orange flagging. Twenty (20) trees per acre should be retained in these areas. The preference is to reserve bigleaf maple or western redcedar if they occur. If there are not enough bigleaf maple and western redcedar to meet twenty (20) trees per acre, reserve the largest, healthiest conifers.
- 7. Cut all red alder. If only alder are encountered in the spacing, cut those alder and move on until the next conifer or bigleaf maple is encountered and restart the spacing of reserve trees.
- 8. Use the following list to choose leave trees when an option is present.

Leave Tree Species Preference List for Commercial Thin Areas:

- a. Bigleaf maple (reserve all over ten (10) inches DBH)
- b. Western redcedar
- c. Any tree (all species) with significant damage or defect such as cavities, broken tops, forked top, etc.
- d. Western hemlock
- e. Grand fir
- f. Douglas-fir

Reserve Tree Selection Criteria for <u>Riparian Reserve Areas</u> (Units 3RR, 5RR, 6 RR, 7RR, 10RR, 11RR, 12RR, and 13RR):

- 1. Generally reserve the largest, healthiest trees (thin from below). Reserve the western hemlock and western redcedar unless some needs to be cut to meet the trees per acre. It is acceptable to reserve red alder in this unit to maintain the proper spacing.
- 2. Reserve all bigleaf maple with a ten (10) inches DBH and bigger. Multiple stems from one stumps will be counted as one (1) tree.
- 3. If the cutter has a choice of multiple trees to reserve at a given location use the species preference list below.
- 4. Cut the unit to the appropriate trees per acre shown in the table in Section II. The trees per acre for individual 1/10 acre plots as well as the cumulative average of all the inspection plots can be varied within the allowable trees per acre shown above.
- 5. Surround snags that are greater than eighteen (18) inches DBH and twenty (20) feet in height or snags being actively used by wildlife, with two (2) or more uncut trees to protect them from logging damage.
- 6. Favor leaving conifer species other than Douglas-fir. Refer to the species preference list below.
- 7. Reserve all trees with yellow or metal tags such as markers for property lines, survey monuments and plus trees.
- 8. Use the following list to choose leave trees when an option is present.

Leave Tree Species Preference List for Riparian Reserve Areas:

- a. Bigleaf maple (reserve all over ten (10) inches DBH)
- b. Western redcedar
- c. Any tree (all species) with significant damage or defect such as cavities, broken tops, forked top, etc.
- d. Western hemlock
- e. Grand fir
- f. Red alder
- g. Douglas-fir

Reserve Tree Selection Criteria for all <u>Regeneration Harvest Areas (Units 2, 4, 8, 10, 11, 16, 18, and 19)</u>:

- 1. Following the prescription for each unit outlined in Section II.
- 2. For reserve trees, favor trees with high defect or evidence of wildlife use, as well as a variety of the largest and healthiest Douglas-fir, bigleaf maple, and western redcedar.
- 3. Clump most of the leave trees (roughly seventy (70) percent) and leave the remaining trees scattered throughout the unit.
- 4. Cut all red alder.
- 5. Use the following list to choose leave trees when an option is present.

Leave Tree Species Preference List for Regeneration Harvest Areas:

- a. Bigleaf maple (reserve all over ten (10) inches DBH)
- b. Western redcedar
- c. Any tree (all species) with significant damage or defect such as cavities, broken tops, forked top, etc.
- d. Western hemlock
- e. Grand fir
- f. Douglas-fir

III. Compliance Inspection

- a. Compliance inspection by the government will consist of visual observation of on-going cutting operations and collecting plot data after the trees have been cut. Non-compliance with the Selection Criteria shall constitute a contract violation which may result in a suspension of operations as provided in Section 10 of the contract. Plot records may include:
 - 1. Diameter and species of both cut trees (stumps) and residual trees to determine initial and residual trees per acre.
 - 2. The selection of residual trees and the work quality.
- b. The approval level for the residual conifer basal area or trees per acre target for each unit shall be considered met if the average residual conifer basal area or trees per acre of all plots measured during one inspection is within the basal area or trees per acre retention specifications stated above. If this requirement falls below the approval level, a written warning will immediately be issued to the Purchaser.
- c. If the Purchaser does not comply with the DxP Selection Criteria of this Exhibit to the satisfaction of the Authorized Officer after a written warning has been issued, the Authorized Officer may suspend harvest operations until corrective measures, as specified in writing by the Authorized Officer, have been taken by the Purchaser. It will be the responsibility of the Purchaser to pay any costs incurred during the implementation of the corrective measures required by the Authorized Officer. Such corrective measures may include but are not limited to:
 - 1. Replacement of timber faller(s) and/or mechanical harvester operator(s) by the Purchaser.
 - 2. Approval of timber faller(s) and/or mechanical harvester operator(s) by the Authorized Officer based on the timber faller(s) and/or mechanical harvester operator(s) satisfactory completion of a BLM test plot.

IV. <u>Reserved Timber</u>

The provisions of Section 41 of the contract are repeated below for convenience of reference:

Section 41. Timber and Area Reservation Provisions

- a. All timber in the reserve area(s) shown on Exhibit A, and all trees that are painted orange and posted, which mark the boundaries of the reserve areas.
- b. All trees marked with orange paint above and below stump height within the boundaries of the Sale Areas shown on Exhibit A.
- c. All trees required to meet residual tree requirements set forth in Exhibit F Designation by Prescription, which is attached hereto and made a part hereof
- d. All existing down logs and snags in the Sale Areas shown on Exhibit A, which do not present a safety hazard as determined by the Authorized Officer. All snags felled shall be retained on site.

United States Department of the Interior BUREAU OF LAND MANAGEMENT

DESIGNATION BY PRESCRIPTION MAP - CONTRACT NO. ORN04-TS-2018.0404

T. 3 N. R. 2 W. Sections 19 & 29 W. M. - NORTHWEST OREGON 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 usewith other data. Original data were compiled from various sources and may be updated without notification. Note: Boundaries of harvest area and rights-of-ways (ROW) are painted orange and posted. Harvest area acres do not include existing roads or previously harvested patch cuts. Acres shown on Exhibit A for harvest area have been computed using a Trimble Geo 6000 GPS Unit.Prepared By: csween

0

750

1,500

3,000 Feet

Road to be Constructed

Road to be Renovated

BPA Transmission Line Right-of-Way _____ Road to be Improved

Other Road

----- Stream

United States Department of the Interior BUREAU OF LAND MANAGEMENT

Number 4 Timber Sale Exhibit F Page 7 of 7

DESIGNATION BY PRESCRIPTION MAP - CONTRACT NO. ORN04-TS-2018.0404



BPA Transmission Line Right-of-Way
 Road to be Renovated

----- Stream

3,000 Feet

1,500

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

0

750

United States Department of the Interior BUREAU OF LAND MANAGEMENT NORTHWEST OREGON DISTRICT - OREGON

Number 4 Timber Sale Contract No. ORN04-TS-2018.0404 Project Location Map Page 1 of 1

OREGON

PROJECT LOCATION MAP

T. 3 N. R. 2 W. Sections 19 & 29 W. M. - NORTHWEST OREGON DISTRICT - OREGON



Prepared By: csween Date: 6/19/2018

Legal Description of Contract Area

| Land Status | County | Township | Range | Section | Subdivision | Meridian |
|----------------|------------|----------|-------|---------|---|------------|
| 0&C | Washington | 3N | 2W | 19 | NE1/4NE1/4, W1/2NW1/4, SE1/4NW1/4, NE1/4SW1/4, SE1/4 | Willamette |
| 0&C | Washington | ЗN | 2W | 29 | S1/2SE1/4 | Willamette |

Species Totals

| Species | Net | Gross Merch | Gross | # of Merch Logs | # of Cull Logs | # of Trees |
|-----------------|---------|-------------|---------|-----------------|----------------|------------|
| Douglas Fir | 3,813.0 | 4,032.0 | 4,036.0 | 50,868 | 288 | 9,252 |
| Red Alder | 261.0 | 811.0 | 811.0 | 4,156 | 13,420 | 5,168 |
| Western Hemlock | 111.0 | 125.0 | 125.0 | 1,050 | 51 | 190 |
| Totals | 4,185.0 | 4,968.0 | 4,972.0 | 56,074 | 13,759 | 14,610 |

Cutting Area Acres

| Regeneration Harvest Acres | Partial Cut Acres | Right of Way Acres | Total Acres | Net Volume per Acre |
|-----------------------------------|-------------------|--------------------|-------------|---------------------|
| 48.0 | 177.0 | 1.0 | 226.0 | 18.5 |

Logging Costs

| Stump to Truck | \$635,237.93 |
|-----------------------------|----------------|
| Transportation | \$222,300.00 |
| Road Construction | \$297,449.36 |
| Maintenance/Rockwear | \$23,109.57 |
| Road Use | \$1,814.14 |
| Other Allowances | \$18,678.00 |
| Total: | \$1,198,589.00 |
| Total Logging Cost per MBF: | \$286.40 |

Utilization Centers

| Location | Distance | % of Net Volume |
|---------------|------------|-----------------|
| Vancouver, Wa | 42.0 miles | 94 % |
| Garibaldi, Or | 76.0 miles | 6 % |

Profit & Risk

| Basic Profit & Risk | 9 % |
|---------------------|------|
| Additional Risk | 3 % |
| Total Profit & Risk | 12 % |

Tract Features

| Quadratic Mean DBH | 16.6 in |
|--------------------------|-------------|
| - | |
| Average GM Log | 71 bf |
| Average Volume per Acre | 18.5 mbf |
| Recovery | 84 % |
| <u>Net MBF volume:</u> | |
| Green | 4,185.0 mbf |
| Salvage | 0 mbf |
| Export | 0 mbf |
| Ground Base Logging: | |
| Percent of Sale Volume | 68 % |
| Average Yarding Slope | 17 % |
| Average Yarding Distance | 600 ft |
| Cable Logging: | |
| Percent of Sale Volume | 32 % |
| Average Yarding Slope | 60 % |
| Average Yarding Distance | 600 ft |
| Aerial Logging: | |
| Percent of Sale Volume | 0 % |
| Average Yarding Slope | 0 % |
| Average Yarding Distance | 0 ft |

Cruise

| Cruise Completed | January 2018 |
|------------------|--------------|
| Cruised By | Bill Bryant |
| Cruise Method | |
| variable plot | |

| Species | # of Trees | Net Volume | Pond Value | (-) Profit & Risk | (-) Logging Costs | (+) Marginal Log Value | Appraised Price/MBF | Appraised Value |
|--------------------|---------------|---------------|---------------|----------------------|----------------------|---------------------------|------------------------|-----------------|
| Douglas Fir | 9,252 | 3,813.0 | \$709.50 | \$85.14 | \$286.40 | \$0.00 | \$338.00 | \$1,288,794.00 |
| Red Alder | 5,168 | 261.0 | \$564.25 | \$67.71 | \$286.40 | \$0.00 | \$210.10 | \$54,836.10 |
| Western Hemlock | 190 | 111.0 | \$530.72 | \$63.69 | \$286.40 | \$0.00 | \$180.60 | \$20,046.60 |
| Totals | 14,610 | 4,185.0 | | | | | | \$1,363,676.70 |

Stumpage Computation

Other Wood Products

| Product | Unit of Measure | # of Units | \$/Unit | Appraised Value |
|-------------|-----------------|------------|---------|-----------------|
| Clean Chips | Green Tons | 500 | \$3.00 | \$1,500.00 |
| Totals | | | | \$1,500.00 |

Total Appraised Value: \$1,365,176.70

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 | | | | 69.0 % | 29.0 % | 2.0 % | |

| Species | Peeler | No. 1 Sawmill | Special Mill | No. 2 Sawmill | No. 3 Sawmill | No. 4 Sawmill | Camp Run |
|-----------------|--------|------------------|--------------|------------------|------------------|------------------|----------|
| Western Hemlock | | | | 73.0 % | 26.0 % | 1.0 % | |

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

Comments: Big Leaf Maple will be sold at the Red Alder Price.

Number 4

Unit Summary

Unit: 1

| Species | Net | Gross Merch | Gross | # of Trees |
|-----------------|-------|----------------|-------|------------|
| Douglas Fir | 248.0 | 262.0 | 263.0 | 510 |
| Red Alder | 21.0 | 63.0 | 63.0 | 405 |
| Western Hemlock | 11.0 | 13.0 | 13.0 | 19 |
| Totals: | 280.0 | 338.0 | 339.0 | 934 |

Unit: 2

| Species | Net | Gross Merch | Gross | # of Trees |
|-------------|---------|----------------|---------|------------|
| Douglas Fir | 1,233.0 | 1,310.0 | 1,312.0 | 3,847 |
| Red Alder | 46.0 | 168.0 | 168.0 | 1,032 |
| Totals: | 1,279.0 | 1,478.0 | 1,480.0 | 4,879 |

Unit: 3

| Species | Net | Gross Merch | Gross | # of Trees |
|-----------------|-------|----------------|---------|------------|
| Douglas Fir | 857.0 | 902.0 | 902.0 | 1,459 |
| Red Alder | 87.0 | 251.0 | 251.0 | 1,626 |
| Western Hemlock | 51.0 | 58.0 | 58.0 | 87 |
| Totals: | 995.0 | 1,211.0 | 1,211.0 | 3,172 |

Unit: 4

| Species | Net | Gross Merch | Gross | # of Trees |
|-------------|-------|----------------|-------|------------|
| Douglas Fir | 206.0 | 218.0 | 219.0 | 641 |
| Red Alder | 8.0 | 28.0 | 28.0 | 172 |
| Totals: | 214.0 | 246.0 | 247.0 | 813 |

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Net Volume/Acre: 21.5 MBF

| Regeneration Harvest | 5.0 |
|-----------------------------|------|
| Partial Cut | 8.0 |
| Right of Way | 0.0 |
| Total Acres: | 13.0 |

Net Volume/Acre: 14.2 MBF

| Regeneration Harvest | 0.0 |
|----------------------|------|
| Partial Cut | 90.0 |
| Right of Way | 0.0 |
| Total Acres: | 90.0 |

Net Volume/Acre: 25.5 MBF

| Regeneration Harvest | 23.0 |
|-----------------------------|------|
| Partial Cut | 16.0 |
| Right of Way | 0.0 |
| Total Acres: | 39.0 |

Net Volume/Acre: 14.3 MBF

| Regeneration Harvest | 0.0 |
|-----------------------------|------|
| Partial Cut | 15.0 |
| Right of Way | 0.0 |
| Total Acres: | 15.0 |

| Species | Net | Gross Merch | Gross | # of Trees |
|-------------|-------|----------------|-------|------------|
| Douglas Fir | 192.0 | 204.0 | 204.0 | 598 |
| Red Alder | 7.0 | 26.0 | 26.0 | 161 |
| Totals: | 199.0 | 230.0 | 230.0 | 759 |

Unit: 6

| Species | Net | Gross Merch | Gross | # of Trees |
|-----------------|---------|----------------|---------|------------|
| Douglas Fir | 1,049.0 | 1,106.0 | 1,106.0 | 2,163 |
| Red Alder | 89.0 | 265.0 | 265.0 | 1,708 |
| Western Hemlock | 47.0 | 51.0 | 51.0 | 80 |
| Totals: | 1,185.0 | 1,422.0 | 1,422.0 | 3,951 |

Unit: 7

| Species | Net | et Gross Merch | | # of Trees | |
|-----------------|------|-------------------|------|------------|--|
| Douglas Fir | 28.0 | 30.0 | 30.0 | 34 | |
| Red Alder | 3.0 | 10.0 | 10.0 | 64 | |
| Western Hemlock | 2.0 | 3.0 | 3.0 | 4 | |
| Totals: | 33.0 | 43.0 | 43.0 | 102 | |

Net Volume/Acre: 14.2 MBF

| Regeneration Harvest | 0.0 |
|-----------------------------|------|
| Partial Cut | 14.0 |
| Right of Way | 0.0 |
| Total Acres: | 14.0 |

Net Volume/Acre: 21.9 MBF

| Regeneration Harvest | 20.0 |
|----------------------|------|
| Partial Cut | 34.0 |
| Right of Way | 0.0 |
| Total Acres: | 54.0 |

Net Volume/Acre: 33.0 MBF

| Regeneration Harvest | 0.0 |
|----------------------|-----|
| Partial Cut | 0.0 |
| Right of Way | 1.0 |
| Total Acres: | 1.0 |

Stump to Truck Costs

| Total Stump To Truck | Net Volume | \$/MBF |
|----------------------|------------|----------|
| \$635,237.93 | 4,185.0 | \$151.79 |

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 | 1,593.0 | \$198.73 | \$316,576.89 | cable ground thinning |
| Harvester/Skidder | GM MBF | 1,356.0 | \$106.35 | \$144,210.60 | ground based thinning |
| Harvester/Skidder | GM MBF | 2,019.0 | \$79.76 | \$161,035.44 | ground based regen |
| Subtotal | | | | \$621,822.93 | |

Additional Costs

| ltem | Unit of Measure | # of Units of Measure | \$/Unit of Measure | Total Cost | Remarks |
|----------------------|--------------------|--------------------------|-----------------------|-------------|---------|
| pair of flaggers | Day | 20.0 | \$400.00 | \$8,000.00 | |
| Intermediate Support | Each | 5.0 | \$275.00 | \$1,375.00 | |
| Directional Falling | Day | 10.0 | \$200.00 | \$2,000.00 | |
| Additional Cat Time | Hour | 8.0 | \$105.00 | \$840.00 | |
| Subtotal | | | | \$12,215.00 | |

Additional Moves

| Equipment | Unit of Measure | # of Units of Measure | \$/Unit of Measure | Total Cost | Remarks |
|----------------------|--------------------|--------------------------|-----------------------|------------|------------------------------|
| Cable: Medium Yarder | Each | 1.0 | \$700.00 | \$700.00 | large distance between units |
| Shovel | Each | 1.0 | \$500.00 | \$500.00 | large distance between units |
| Subtotal | | | | \$1,200.00 | |

Comments:

Directional falling needed along the powerlines flaggers needed along Dixie Mountain Rd.

Number 4

Transportation

| Total | Net Volume | \$/MBF |
|--------------|------------|---------|
| \$222,300.00 | 4,185.0 | \$53.12 |

| Utilization Center | One Way Mileage | Description | Unit of Measure | # of Units | \$/Unit of Measure | Total Cost | % of Sale Volume |
|-----------------------|--------------------|-------------|--------------------|---------------|-----------------------|--------------|---------------------|
| Garibaldi, Or | 76.0 | RA | Net MBF | 261.0 | \$135.00 | \$35,235.00 | 6 % |
| Vancouver, Wa | 42.0 | DF,WH | GM MBF | 4,157.0 | \$45.00 | \$187,065.00 | 94 % |

Comments:

(DF WH) *4.5 hours round trip *5mbf/load *\$90.00/hour (RA) *5.5 hours round trip *3mbf/load *\$90.00/hour

Engineering Allowances

| Total | Net Volume | \$/MBF |
|--------------|------------|---------|
| \$322,373.07 | 4,185.0 | \$77.03 |

| Cost Item | Total Cost |
|----------------------------|--------------|
| Road Construction: | \$297,449.36 |
| Road Maintenance/Rockwear: | \$23,109.57 |
| Road Use Fees: | \$1,814.14 |

| Numbe | er 4 |
|-------|------|
|-------|------|

Other Allowances

| Total | Net Volume | \$/MBF |
|-------------|------------|--------|
| \$18,678.00 | 4,185.0 | \$4.46 |

Environmental Protection

| Cost item | Total Cost |
|-------------------|------------|
| Equipment Washing | \$888.00 |
| Portable Toilets | \$3,000.00 |
| Subtotal | \$3,888.00 |

Slash Disposal & Site Prep

| Cost item | Total Cost |
|-------------------------------|-------------|
| machine pile burn | \$1,950.00 |
| landing pile cover | \$525.00 |
| landing pile burn | \$525.00 |
| slashing/lopping | \$2,040.00 |
| machine pile construct, cover | \$9,750.00 |
| Subtotal | \$14,790.00 |

Comments:

SD -Stips from fuels appraisal

portable toilets 4 months for each year of contract.

equipment washing 8 hour day for each year of the contract.

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OR LAND MANAGEMENT

EXPORT DETERMINATION

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

Location of facility where Federal Timber is expected to be processed

INSTRUCTIONS Timber sale applicant forwards information to Contracting Officer.

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

(1) Have you exported private timber from lands tributary to the above processing facility within the last 12 months?

□ Yes □ No (If "Yes," give date of last export sale.)

a. Export (date) _____

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

| a. Affiliate | Export date |
|--------------|-------------|
| b. Affiliate | Export date |
| c. Affiliate | Export date |

*See 43 CFR 5400.0-5

Name of Firm

| Signature of Signing Officer | Title | Date |
|------------------------------|-------|------|
| | | |
| | | |

NOTICES

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

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

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

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

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

The Paperwork Reduction Act requires us to inform you that:

The BLM collects this information to determine whether Federal timber has been substituted for exported private timber in accordance with 43 CFR 5421.1 and 5424.0-6(e).

You do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

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

Form 5430-11 (November 2011) (formerly 1140-6)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Timber Sale Number ORN04-TS-2018.0404

Timber Sale Name

Number 4

Sale date

INDEPENDENT PRICE DETERMINATION CERTIFICATE

08/22/2018

| Bidder or Offeror (Name) | Address (include zip code) |
|--|--|
| A. By submission of this bid or proposal, each bidder or offeror certifies, and in the case of a joint bid or proposal, each party thereto certifies as to its own organization, that in connection with this sale: The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or offeror or with any competitor; Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror prior to | contrary to A. 1 through 3 above; or 2. (i) He is not the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to A. 1 through 3, above, and as their agent does hereby so certify; and (ii) He has not participated, and will not participate, in any action contrary to A. 1 through 3, above. C. This certification is not applicable to a foreign bidder or offeror submitting a bid or proposal for a contract which |
| opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and | requires performance or delivery outside the United States, its possessions, and Puerto Rico. D. A bid or proposal will not be considered for award |
| 3. No attempt has been made or will be made by the bidder or offeror to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.B. Each person signing this bid or proposal certifies that: | where A. 1, 3, or B., above, has been deleted or modified. Where A. 2, above, has been deleted or modified, the bid or proposal will not be considered for award unless the bidder or offeror furnishes with the bid or proposal a signed statement which sets forth in detail the circumstances of the |
| 1. He is the person in the bidder's or offeror's | disclosure and the head of the agency, determines that such |

organization responsible within that organization for the decision as to the prices being bid or offered herein and that he has not participated, and will not participate, in any action

disclosure was not made for the purpose of restricting competition.

(Authorized Signature of Bidder)

Name and Title (type or print)

INSTRUCTIONS

Submit a properly completed and signed original copy of this form, with offers or bids for sales of all government-owned property to Bureau of Land Management as follows:

A. Include with sealed bids, written quotations and written offers.

B. At auction, at close of bidding and before award of spot bid sale.

| Form 5440-9 (November 2011) DEPOSIT AND B | Name of Bidder Tract Number ORN04-TS-2018.0404 Sale Name Number 4 Sale Notice (dated) 07/25/2018 BLM District Northwest Oregon | | | | | | |
|---|--|--|---|--|---|--|--|
| Sealed Bid for Sealed | | Written Bid for Oral Auction Sale | | | | | |
| Time for opening sealed bi | ids | 🗖 a.m. 🗌 |] p.m. | Sale comn | nences 09:00 | 🗹 a.m. | 🗖 p.m. |
| On (date) | Place | | | On (date) | 08/22/2018 | Place 1717 Fat | ory Rd SE, Salem, OR |
| In response to the above timber/vegetative resource Required bid deposit is cash money order bid bond of corporate sure IT IS AGREED That the undersigned fails to execu 30 days after the contract unit basis per species will | e on the tract s \$136,60 cashier's check ety on approved bid deposit s te and return t is received by | pecified above. 00.00 k certified check list of the United S certified check hall be retained the contract, toge y the successful | and k □ bank d States Treasu by the Unit ther with ar bidder. It i | is enclosed raft ry guara ted States ry required s understo | l in the form of: anteed remittance as liquidated da l performance b od that no bid | e approved by the au amages if the bid bond and any requ | ithorized officer. is accepted and the ired payment within |
| NOTE | : Bidders sh | BID SCHE | | | | he Bid Schedule | |
| BID SUBMITTED | | | | | | ORAL BID MADE | |
| PRODUCT SPECIES | UNIT | ESTIMATED VOLUME OR QUANITY | UNIT PRIC | CE TO | DTAL VALUE | UNIT PRICE | TOTAL VALUE |
| Douglas-fir | MBF | 3,813 | х | = | | x | - 2 |
| Red Alder | MBF | 261 | х | = | | х | = |
| Western Hemlock | MBF | 111 | х | = | | x | = |
| Clean Chips | GT | 500 | x | = | | х | = |

| Red Alder | MBF | 261 | х | = | х | - |
|-----------------|-----|----------|--------------|---|---|---|
| Western Hemlock | MBF | 111 | x | = | x | = |
| Clean Chips | GT | 500 | x | = | x | = |
| | | | x | = | х | = |
| | | | x | = | х | - |
| | | | x | = | х | = |
| | | | x | - | х | = |
| | | | x | = | х | = |
| | | | x . | = | х | = |
| | | | x | = | х | = |
| | | | x | = | х | = |
| | | | x | - | х | = |
| | | | х | - | х | = |
| | | | x | = | х | = |
| | | | x | | Х | = |
| | | TOTAL PU | RCHASE PRICE | 1 | | |

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

| Bid submitted on (date) | | | | | |
|---|--|--|--|--|--|
| (Check appropriate box, sign in ink, and complete the following) | | | | | |
| Signature, if firm is individually owned | Name of firm (type or print) | | | | |
| Signatures, if firm is a partnership or L.L.C. | Business address, include zip code (type or print) | | | | |
| Corporation organized under the state laws of | (To be completed following oral bidding) I HEREBY confirm the above oral bid | | | | |
| Signature of Authorized Corporate Signing Officer | By (signature) | | | | |
| Title | Date | | | | |
| Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior – BLM. Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract. | Sealed Bid – Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside: (1) "Bid for Timber" or (1a) "Vegetative Resources Other Than Timber" (2) Time bids are to be opened (3) Legal description | | | | |

NOTICES

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

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

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

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

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

(Continued on page 3)

(Form 5440-9, page 2)

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

(b) *Timber Scale Sales* – Bids must state price per thousand board feet that will be paid for each species. High bidder will be determined by multiplying bid price per thousand board feet per species by Bureau of Land Management

estimate of volume of each species. Purchaser shall be liable for purchase price of all merchantable timber sold under contract even though all such timber is not actually cut and removed prior to expiration of time for cutting and removal as specified in contract.*

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

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

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

10. PERFORMANCE BOND -

(a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5450.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) any guaranteed remittance approved by the Contracting Officer.

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

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

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

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

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

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

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

17. LOG EXPORT – All timber offered for sale except as noted in the *Timber* Sale Notice is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs: (2)

cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimensions or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to "unprocessed timber". Special reporting, branding and painting of logs may be included in contract provisions.*

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

(Form 5440-9, page 4)

Form 5430-1 (May 1965) (formerly 4-1560)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

SELF CERTIFICATION CLAUSE BIDDERS STATEMENT

The bidder represents that he \Box is \Box is not a small business concern as defined by Title 13, Chapter 1, Part 121 of the Code of Federal Regulations, as amended.

(Signature of Bidder) (Date) Title 18 USC, sec. 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction. **INSTRUCTIONS** In order to qualify for a set-aside sale, all bidders must the Self Certification Clause will be immediately returned, certify to being a small business concern by submitting an with the deposit, to the unsuccessful bidders but may be executed Self Certification Clause. resubmitted to qualify for other set-aside sales offered on the same date. The date on the Self Certification Clause and the sale date must be the same. The Self Certification Clause submitted by the successful bidder will be retained by the Bureau of Land A Self Certification Clause must accompany the deposit Management. to qualify for each set-aside sale. After a sale award is made. GPO 850-444 GPO 905716

Agency Forest Bureau of Land Management

Sale Name ORN04-TS-2018-0404 Number Four Timber Sale



SMALL BUSINESS CERTIFICATION REQUIRED ON

ALL PREFERENTIAL SALES OF SET-ASIDE TIMBER

The purchaser certifies, at the time of executing timber sale Contract No. ORN04-TS-2018-0404 to which this statement is annexed, that in accordance with the Rules and Regulations (13 CFR 121) of the Small Business Administration (SBA):

1. His firm (a) is primarily engaged in the logging or forest products industry; (b) is independently owned and operated; (c) is not dominant in its field of operation; and (d) employs, together with its affiliates, 500 or fewer persons.

2. (a) He agrees not to sell and/or exchange more than 30 percent (50 percent in the case of Alaska) of the timber of log volume from this preferential sale to concerns not meeting SBA's small business size standard. Such timber and log volume comprises logs, bolts and pieces that are suitable for manufacture into lumber dimension and/or veneer and normally appraised as such. Timber and log volume of the preferential sale includes the contract rights, standing and down trees or portions thereof.

(b) Whenever he does sell and/or exchange timber or logs from this preferential sale, records of such transactions will be maintained for a period of three years showing the name, address, and SBA size status (i.e., whether large or small) of each concern to whom the timber or logs were sold or disposed and the species, grades and volumes involved. In the event of such sale or sales, purchaser shall also require other purchasers to maintain similar records for a period of three years (OMB Approval No. 0596-0021). A signed certificate similar to this one will be obtained from each party buying such timber and will be retained for review in event of investigation.

(c) If his concern is purchased by, becomes controlled by, or merged with a large business, so much of such timber and log volume from this preferential sale as is necessary will be sold (not bartered) to one or more small businesses for compliance with the 30 percent (50 percent in the case of Alaska) restriction.

3. He agrees that if he utilizes log volume from this preferential sale in the manufacture of a product, such manufacture will be done with his own facilities or those of another concern that qualifies as a small business.

4. He understands that in addition to other penalties which may be imposed for violating the foregoing, he may be declared ineligible to participate in future Federal timber sales.

Signed

Date