

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

Purple Hazen Timber Sale
ORN01-TS-2019.0101
Date: February 15, 2019

PROSPECTUS

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

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for 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, March 20, 2019.

THIS TIMBER SALE NOTICE does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003-Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in the Albany Democrat Herald on or about February 20, 2019. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper(s) to ensure accurate knowledge of the exact publication date.

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

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

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

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

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

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

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

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

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

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

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

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

Attachments:

Form 5450-17

Form 5430-11

Form 5440-9

TIMBER SALE NOTICE

NORTHWEST OREGON DISTRICT
CASCADES FIELD OFFICE
SALEM DISTRICT MASTER UNIT

SALE DATE: March 30, 2019

CONTRACT NO. ORN01-TS-2019.0101, PURPLE HAZEN TIMBER SALE
LINN COUNTY, OREGON: O&C: ORAL AUCTION: BID DEPOSIT REQUIRED: \$296,200.00

All timber designated for cutting on: S1/2NE1/4, S1/2 Section 5, T. 12 S., R. 1 E., W.M.

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

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

Approx. No. Merchantable Trees	Est. Vol. MBF 32' Log	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Volume Times Appraised Price
14,424	7206	Douglas-fir	8,680	\$291.50	\$2,530,220.00
2,059	1370	grand fir	1,641	\$211.70	\$347,399.70
4,417	244	big-leaf maple	313	\$100.70	\$31,519.10
698	191	western hemlock	240	\$186.00	\$44,640.00
100	11	red alder	15	\$245.70	\$3,685.50
20	9	incense cedar	12	\$321.30	\$3,855.60
21,718	9031		10,901		\$2,961,319.90

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

CRUISE INFORMATION: The timber volumes for the Harvest Area were based on a variable plot cruise for estimating the board foot volume of trees. Plots were measured using a 40 basal factor. Approximately 0% of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is 19.3 inches DBHOB; the average log contains 103 bd. ft.; the total gross volume is approximately 11,637 MBF; and 94% recovery is expected.

CUTTING AREA: 238 acres of Regeneration Harvest Area and 4 acres of Right-of-Way, totaling 242 acres. Acres shown on Exhibit A have been computed using a Trimble Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

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

LOCATION: For access to the sale area please refer to the Timber Sale Vicinity Map and Exhibit E.

ACCESS AND ROAD MAINTENANCE:

Gate keys are required for access. Prospective bidders may obtain a 4C17 key from the Northwest Oregon District Office, Contact Chris Papen at 503-375-5633, Monday through Friday from 8:00 a.m. to 4:00 p.m. A credit card is required at the time of checking out a key. A \$50.00 charge will apply if key is not returned.

In the use of Bureau of Land Management controlled roads which the Purchaser is authorized to use, the Purchaser shall pay the Government a rockwear obligation of Four-thousand nine-hundred forty-eight and 51/100 dollars, (\$4,948.51) to the Bureau of Land Management. The Purchaser will be required to maintain Bureau of Land Management controlled roads as shown on Exhibit E map.

In the use of Weyerhaeuser Company controlled roads which the Purchaser is authorized to use, the Purchaser shall enter into a license agreement with Weyerhaeuser and pay to Weyerhaeuser a road maintenance obligation of Nine-thousand four-hundred thirty-four and 08/100 dollars, (\$9,434.08), pay a rockwear obligation of Five-thousand nine-hundred fifty-eight and 37/100 dollars, (\$5,958.37), pay a road use obligation of Twenty one-thousand eight-hundred two and 00/100 dollars, (\$21,802.00) and will be required to carry liability insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000 and furnish a performance bond in the amount of \$3,000.00. All Weyerhaeuser Company right-of-way timber shall be cut to standard industry lengths and decked so that it is readily accessible by a self-loading logging truck as shown on Exhibit E map.

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

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

Road Construction:

Road P3 (Unit 1), 535 feet, 14-foot subgrade, outsloped, no ditch,
Surfacing - dirt, Usable width 12 feet.

Road P4 (Unit 1), 460 feet, 14-foot subgrade, outsloped, no ditch,
Surfacing - dirt, Usable width 12 feet.

Road P5 (Unit 1), 235 feet, 14-foot subgrade, outsloped, no ditch,
Surfacing - dirt, Usable width 12 feet.

Road P6 (Unit 2), 455 feet, 14-foot subgrade, outsloped, no ditch,
Surfacing – Pit Run, Usable width 12 feet.

Road P7 (Unit 3), 520 feet, 14-foot subgrade, outsloped, no ditch,
Surfacing – Pit Run, Usable width 12 feet.

Road P8 (Unit 2), 615 feet, 14-foot subgrade, outsloped, no ditch,
Surfacing – Pit Run, Usable width 12 feet.

Road P9 (Unit 2), 185 feet, 14-foot subgrade, outsloped, no ditch,
Surfacing – Pit Run, Usable width 12 feet.

Road P10 (Unit 3), 1310 feet, 14-foot subgrade, outsloped, no ditch,
Surfacing - dirt, Usable width 12 feet.

Road P11 (Units 1 and 2), 625 feet, 14-foot subgrade, outsloped, no ditch,
Surfacing - dirt, Usable width 12 feet.

Road P12 (Unit 3), 190 feet, 14-foot subgrade, outsloped, no ditch,
Surfacing - dirt, Usable width 12 feet.

Road P13 (Unit 2), 190 feet, 14-foot subgrade, outsloped, no ditch,
Surfacing - dirt, Usable width 12 feet.

Road Improvement:

Road P14 (Unit 2), 1450 feet, 14-foot subgrade, outsloped, no ditch, blade and compact road
Surfacing – Dirt and Pit Run, Depth of Pit Run 12 inches, Usable width 12 feet.

Renovation:

Perform 3.94 miles of road blading and shaping the roadway, roadside brushing, spot ditch cleaning, clean culvert inlets, barrels and outlets of all existing culverts, install one culvert and rock roads; 12-1E-5.2 segments A-B spot rock and segment C rock with 12 inch lift. Roads; 12-1E-5.4, 12-1E-5.12, P7, P8, 12-1E-5.3, P9 and P6 rock with a 12 inch lift.

Estimated Quantities:

Clearing:

1.9 acres of new construction

Excavation:

1960 cubic yards of common

Culvert and Flume:

40 feet of 24 inch CMP

Aggregate Material:

<u>Quantity</u>	<u>Description</u>
1020 loose cubic yards	1 ½ minus crushed rock
6291 loose cubic yards	Pit run
2 loose cubic yards	Riprap for splash pad

Rock Source: Commercial Quarry

Watering: As needed

Rolling: 1 hour of minimum continuous compacting for each 250 cubic yards of pitrun, or fraction thereof.

Miscellaneous Items:

Right-of-way Debris Disposal: Debris shall be disposed of by scattering or piling outside of the right-of-way on the downhill side of road.

Purchase and install a 16 foot farm gate, metal post, concrete and miscellaneous hardware.

All earth moving equipment shall be washed prior to entering BLM land. Inspection of equipment is required.

In-water work window for culvert installation is: June 1 – October 15

OTHER:

Final Maintenance:

Shape the pit run roads with a dozer and crushed rock roads with a grader.

Stabilize roads by constructing waterbars or drain dips on 1.59 miles of road and one earth berm barricade on the 12-1E-5.6 Segment A.

Remove culvert and fill on the 12-1E-5.6 Segment A, re-establish drainage and backslopes to original channel. Place excavated material on roadway, shape material and stabilize.

SPECIAL ATTENTION ITEMS:

Sec. 41.a-f. Reserved Timber
Sec. 42.f-h. Seasonal Restrictions
Sec. 42.s. Topping and Girdling

Seasonal Restriction Matrix

Seasonal Restriction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Skidding operations (42.f.).												
No road construction, decommissioning, stabilizing or hauling on natural surface roads (42.g.).												
No in-stream work (42.h.).												
	Operations Restricted											
	No Restrictions											

TIMBER SALE CONTRACT SPECIAL PROVISIONS

Sec. 41.

RESERVED

- a. All timber in the Reserve Area shown on Exhibit A and all orange painted trees which are on or mark the boundaries of the Reserve Area.
- b. All timber marked with orange paint above and below stump height in the Regeneration Harvest Area shown on Exhibit A.
- c. All Oregon white oaks within the Regeneration Harvest Area shown on Exhibit A.
- d. All timber inside the area posted as Leave Island as shown on Exhibit A.
- e. All snags greater than twenty (20) inches DBH, which do not present a safety hazard as determined by the Authorized Officer. Such snags felled for safety reasons shall be retained on site.
- f. All existing down logs greater than twenty (20) inches diameter on the large end and greater than twenty (20) feet long in the Regeneration Harvest Area which do not present a safety hazard as determined by the Authorized Officer.

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. 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 written approval of a written operations and logging plan commensurate with the terms and conditions of the contract, which shall include measures needed to ensure protection of the environment and watershed. A pre-work conference between the Purchasers authorized representative and the Authorized Officer must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan developed by this provision.
- c. At harvest unit landings, all logs, including hardwoods, more than eight (8) inches in diameter at the large end and exceeding eight (8) feet in length shall be decked or windrowed at the location designated by the Authorized Officer except logs sold and removed from the Contract Area.
- d. In all Harvest Areas – All yarding shall be done by equipment capable of transporting the leading end of logs clear of the ground and operated entirely on designated skid roads and/or skyline corridors. Before felling and yarding any timber, except road right-of-way timber, the Purchaser shall locate designated skid trails and/or skyline corridors as follows:

1. Mark the location of designated skid roads and/or skyline corridors in a method approved by the Authorized Officer.
2. Space designated skid roads and/or skyline corridors at a minimum of one-hundred and fifty (150) feet apart unless otherwise agreed to in writing by the Authorized Officer.
3. Ground-based operations are limited to slopes of thirty-five (35) percent or less. Ground-based operations may be approved on slopes up to fifty (50) percent when using specialized equipment, operating on previously constructed skid trails, or accessing isolated areas over steep pitches.
- e. Excessive damage to the Reserve timber, as determined by the Authorized Officer, will result in suspension of operation until mitigation measures are in place to prevent further damage as directed by the Authorized Office.
- f. No skidding between December 1st of one calendar year and March 31st of the following calendar year both days inclusive or during other periods of wet weather. This may be shortened or extended as determined by the Authorized Officer.
- g. No road construction, road stabilizing, decommissioning or hauling on natural surface roads shall be conducted between December 1st of one calendar year and April 30th of the following calendar year both days inclusive. This may be shortened or extended as determined by Authorized Officer.
- h. No in-stream work shall be conducted between October 16th of one calendar year and May 31st of the following calendar year both days inclusive to protect water quality.

SAFETY

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

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

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

Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit "A" Map.

ROAD CONSTRUCTION, MAINTENANCE, AND USE

- j. The Purchaser shall construct 1.03 mile, improve 0.27 miles and renovate 3.94 miles. Renovation includes but not limited to road brushing, blading, ditch cleaning, culvert installation, placing rock, rolling, clearing and grubbing and gate installation in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Stabilize 1.59 miles of road by constructing water bars, water dips, seed, fertilize and mulch. Construct one earth barricade and remove one culvert and fill in strict accordance with the plans and specifications shown on Exhibit D, which is attached hereto and made a part hereof.
- k. Any required construction or renovation shall be completed and accepted, in accordance with Section 18, prior to the removal of any timber, except right-of-way timber, over that road.
- l. The Purchaser is authorized to use the roads listed and shown on Exhibit C for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C, provided that the Purchaser pay the required rockwear obligations described in Section 42.m. Any road listed on Exhibit E and requiring construction, improvement, or renovation in Exhibit C of this contract, shall be maintained by the Purchaser until receiving written acceptance of the construction, improvement, or 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.
- m. The Purchaser shall pay the Government a rockwear fee of four-thousand nine-hundred forty-eight and 51/100 dollars (\$4,948.51), for the transportation of timber included in this contract price over said roads. The above rockwear amount is for the use of 4.05 miles of road or less.
- n. The Purchaser shall perform any required road repair and maintenance work on roads identified as Purchaser maintenance, under the terms of Exhibit D, Road Maintenance Specifications, of this contract, which is attached hereto and made a part hereof.
- o. In the use of Road Nos. 11-1E-32, 11-1E-32.1, 12-1E-5.6 and 12-1E-6.0, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. S-975 (OR045540) dated November 2, 1987, between the United States of America and Weyerhaeuser Company. This document is available for inspection at the Northwest Oregon District Office in Salem, Or.

These conditions include:

- (1) Payment of a road use obligation of twenty-one-thousand eight-hundred two and 00/100 dollars (\$21,802.00) to Weyerhaeuser Company, payable at the time indicated in the License Agreement.
- (2) Payment of a road maintenance obligation of nine-thousand four-hundred thirty-four and 08/100 dollars (\$9,434.08) to Weyerhaeuser Company, payable at the time indicated in the License Agreement.
- (3) Payment of a rockwear obligation of five-thousand nine-hundred fifty-eight and 37/100 dollars

(\$5,958.37) to Weyerhaeuser Company, payable at the time indicated in the License Agreement.

- (4) Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a properly signed copy of the executed License Agreement.
- (5) Any merchantable timber, cut to standard industry lengths and decked along the roadside.
- (6) Default by the Purchaser of said Right-of-Way and Road Use Agreement, or any License Agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision.

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

ENVIRONMENTAL PROTECTION

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

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

s. The Purchaser shall saw top one hundred eighty-one (181) and base girdle sixty (60) green, reserve conifer trees as selected and directed by the Authorized Officer in Harvest Areas shown on Exhibit A. Tree topping and base girdling shall be completed in accordance with Exhibit I of this contract. All topping and girdling operations shall be completed to the satisfaction of the Authorized Officer within one year after yarding is completed and within thirty (30) days after being notified by the Authorized Officer to commence topping and girdling operations.

t. 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 reinitiating of consultation is required concerning the species prior to continuing operation, or;
- (2) when, in order to comply with the Endangered Species Act, or to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision

- (ROD) and Resource Management Plan (RMP), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (3) federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;
 - (4) 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;
 - (5) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
 - (6) species have been discovered which were identified for protection in accordance with management direction established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
 - (7) When, in order to protect species which were identified for protection in accordance with management direction established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

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

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser.

Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

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

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

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

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

FIRE PREVENTION

u. Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in construction or logging operations under this contract during 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

v. In addition to the requirements of Sec. 15 of this contract, and notwithstanding the Purchasers satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the States willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measures required by this contract: Perform logging residue reduction and site preparation work on approximately one-hundred nine and one half (109.5) acres of Harvest Area located within harvest units. The required work shall consist of any treatment or combination of treatments, as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer. Prior to commencement of any operation under this Section of the contract, a slash disposal and pre-work conference between the Purchaser's Representative and the Authorized Officer must be held at a location designated by the Authorized Officer. The number of acres of each treatment shall be determined by the Authorized Officer. All slash disposal shall be done in accordance with the plans developed at this pre-work conference. Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of Purchasers operations under the terms of this contract.

1. Excavator pile and burn slash within ground-based portion of regeneration harvest units from skid trails and within 25 feet of 12-1E-5, 12-1E-5.1, 12-1E-5.2 roads in harvest areas. 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) mil. polyethylene shall cap each machine pile to maintain a dry ignition point. The cover shall be firmly fixed to each pile to hold it in place. Plastic shall be held in place with woody debris or tied with rope or twine. The plastic must be secured so that it is held in place during strong wind conditions. The Purchaser is required to furnish the covering materials. Covering shall be completed as directed by the Authorized Officer.

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

2. 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 20 feet wide. Landing piles shall be 75 percent covered with the covering extending three-quarters of the way down all sides. The plastic shall be oriented southwest to northeast. Pieces of burnable material shall be placed on top of the plastic to secure it from moving and to prevent it from blowing off during strong wind episodes. The Purchaser is required to furnish the covering materials. The timing of this covering work shall be in accordance with instructions from the Authorized Officer. No landing debris shall be dozed off the landing and covered with dirt. Debris which has been buried and is determined to be the source of holdover fire shall be excavated by the Purchaser, at the Purchaser's expense, with a tractor and/or hydraulic excavator as directed by the Authorized Officer. If the structure of the landing piles will not permit adequate consumption of piled debris by burning, the Purchaser shall re-pile them at the direction of the Authorized Officer.

w. Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop-up assistance as required herein and measures required in Section 42.v. The Purchaser shall, under the 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 units 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. Ten-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, eleven (11) drip torches, one (1) power saw, and one (1) backpack pump, one (1) tool for each crew member.

c. The crew shall arrive on the project area with radios capable of inter-crew communications and communication with a BLM representative at a ratio of one (1) radio per every five (5) crew members.

d. All ignition and mop-up personnel will be directly supervised by a BLM representative.

Aircraft and pilots used for Logging Residue Reduction or the suppression of escaped fires from Logging

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

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

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

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

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

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

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

also shall be responsible for such additional costs.

LOG EXPORT RESTRICTIONS

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

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

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

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

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

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

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

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

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

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

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

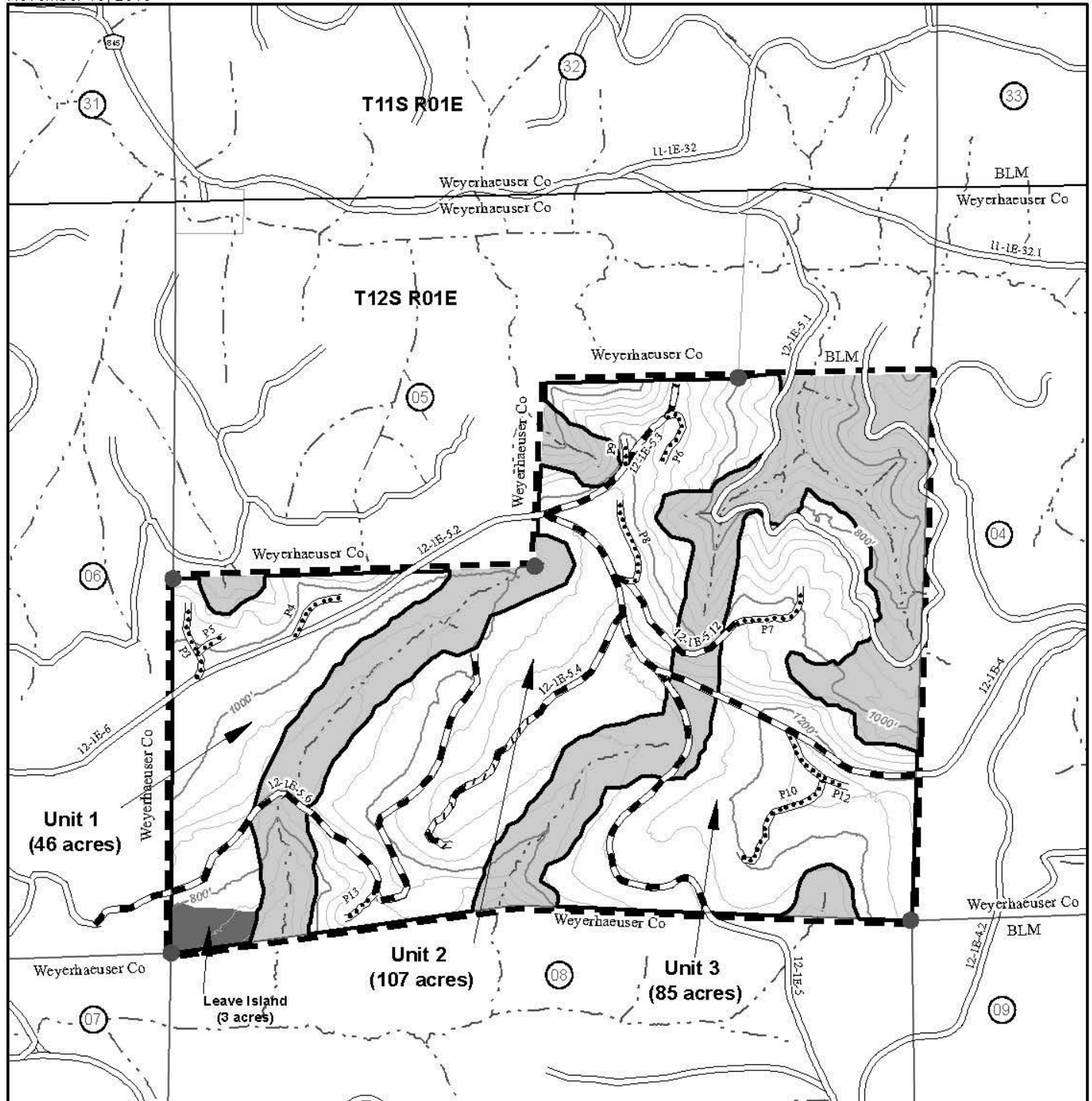
United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Northwest Oregon District - Oregon

Exhibit A
Purple Hazen
Timbersale
Sheet 1 of 1

TIMBER SALE CONTRACT MAP - Contract No. ORN01-TS-2019.0101
T. 12 S. R. 1 E., Section 5 W.M.



November 15, 2018



- Found Corners
- ~ Stream
- ~ Existing Road
- ~ Road Improvement
- ~ Road Construction
- ~ Road Renovation
- ~ Contract Area
- ~ Reserve Area
- ~ Unit Boundary
- ~ Regeneration Harvest
- ~ Leave Island

1,000 500 0 Feet

Contour Interval : 40'

Regeneration Harvest Area	238 Acres
Leave Island	3 Acres
Road Right-of-Way	4 Acres
Reserve Area	155 Acres
Contract Area	400 Acres

Note: Unit boundaries are painted orange and posted. Acres do not include existing or new roads. Acreage was calculated based on global positioning system traverse procedures including differential correction.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Contract No.
ORN01-TS-2019.0101
Purple Hazen

EXHIBIT B / PRE-SALE

5450-3

The following estimates and calculations of value of timber sold are made solely as an administrative aid for determining: (1) adjustments made or credits given in accordance with Secs. 6, 9, or 11; (2) when payments are due; and (3) value of timber subject to any special bonding provisions. The value of timber will be determined by multiplying the value per acre as shown below, times the amount of acreage as determined by the Authorized Officer, which has been cut or removed or designated for taking. Except as provided in Sec. 2, Purchaser shall be liable for total purchase price even though quantity of timber actually cut or removed or designated for taking is less than the estimated volume or quantity shown. Cutting areas are shown on **Exhibit A**.

SPECIES	ESTIMATED VOLUME OR QUANTITY (Units Specified)		PRICE PER UNIT	ESTIMATED VOLUME OR QUANTITY X UNIT PRICE
Douglas Fir	8,680.0	MBF	\$291.50	\$2,530,220.00
Grandfir	1,641.0	MBF	\$211.70	\$347,399.70
Bigleaf Maple	313.0	MBF	\$100.70	\$31,519.10
Western Hemlock	240.0	MBF	\$186.00	\$44,640.00
Red Alder	15.0	MBF	\$245.70	\$3,685.50
Incense-cedar	12.0	MBF	\$321.30	\$3,855.60
TOTALS	10,901.0	MBF		\$2,961,319.90

The apportionment of the total purchase price is as follows:

Unit 1

Douglas Fir	1,594.0 MBF	X	\$291.50	=	\$464,651.00
Grandfir	301.0 MBF	X	\$211.70	=	\$63,721.70
Bigleaf Maple	49.0 MBF	X	\$100.70	=	\$4,934.30
Western Hemlock	45.0 MBF	X	\$186.00	=	\$8,370.00
Red Alder	3.0 MBF	X	\$245.70	=	\$737.10
Incense-cedar	2.0 MBF	X	\$321.30	=	\$642.60
Total	1994.0 Mbf				\$543,056.70 ÷ 46.0 acres = \$11,805.58/Acre

Unit 2

Douglas Fir	3,872.0 MBF	X	\$291.50	=	\$1,128,688.00
Grandfir	732.0 MBF	X	\$211.70	=	\$154,964.40
Bigleaf Maple	145.0 MBF	X	\$100.70	=	\$14,601.50
Western Hemlock	107.0 MBF	X	\$186.00	=	\$19,902.00
Red Alder	6.5 MBF	X	\$245.70	=	\$1,597.05
Incense-cedar	4.5 MBF	X	\$321.30	=	\$1,445.85
Total	4867.0 Mbf				\$1,321,198.80 ÷ 107.0 acres = \$12,347.65/Acre

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Contract No.
ORN01-TS-2019.0101
Purple Hazen

EXHIBIT B / PRE-SALE

5450-3

The following estimates and calculations of value of timber sold are made solely as an administrative aid for determining: (1) adjustments made or credits given in accordance with Secs. 6, 9, or 11; (2) when payments are due; and (3) value of timber subject to any special bonding provisions. The value of timber will be determined by multiplying the value per acre as shown below, times the amount of acreage as determined by the Authorized Officer, which has been cut or removed or designated for taking. Except as provided in Sec. 2, Purchaser shall be liable for total purchase price even though quantity of timber actually cut or removed or designated for taking is less than the estimated volume or quantity shown. Cutting areas are shown on **Exhibit A**.

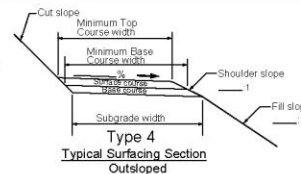
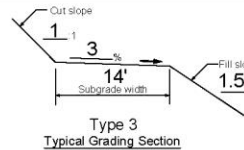
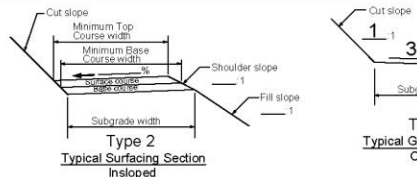
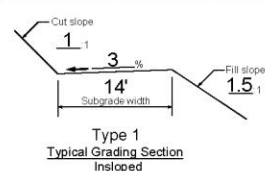
Unit 3

Douglas Fir	3,070.0 MBF	X	\$291.50	=	\$894,905.00
Grandfir	581.0 MBF	X	\$211.70	=	\$122,997.70
Bigleaf Maple	114.0 MBF	X	\$100.70	=	\$11,479.80
Western Hemlock	84.0 MBF	X	\$186.00	=	\$15,624.00
Red Alder	5.0 MBF	X	\$245.70	=	\$1,228.50
Incense-cedar	5.0 MBF	X	\$321.30	=	\$1,606.50
Total	3859.0 Mbft				\$1,047,841.50 ÷ 85.0 acres = \$12,327.55/Acre

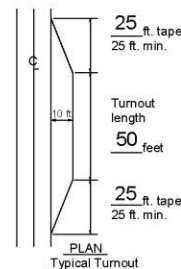
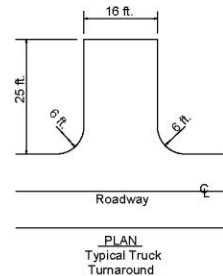
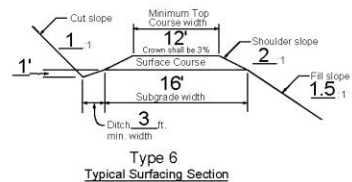
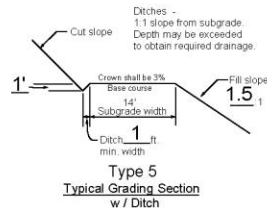
Unit RW

Douglas Fir	144.0 MBF	X	\$291.50	=	\$41,976.00
Grandfir	27.0 MBF	X	\$211.70	=	\$5,715.90
Bigleaf Maple	5.0 MBF	X	\$100.70	=	\$503.50
Western Hemlock	4.0 MBF	X	\$186.00	=	\$744.00
Red Alder	0.5 MBF	X	\$245.70	=	\$122.85
Incense-cedar	0.5 MBF	X	\$321.30	=	\$160.65
Total	181.0 Mbft				\$49,222.90 ÷ 4.0 acres = \$12,305.73/Acre

EXHIBIT C
Purple Hazen
ORN01-TS-2019.0101
Sheet 9 of 38

[illegible]

NOTE: TYPE 2 through 5 TYPICAL SECTIONS not to be used where grade exceeds 6%



*NOTES

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

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

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

	Grading
PRR - Pit run rock	A - 3"
GRt - Grid rolled rock	B - 2"
SRN - Screened rock	C - 3" jaw run (base course)
JRR - Jaw run rock	
ABC - Aggr. base course	C - 1-1/2"
ASC - Aggr. surface course	D - 1" (surface course)
WC - Wood chips	E - 3/4"
 4. Turnouts
Width - 10 ft. in addition to subgrade width, or as shown on the plans.
Located approximately as shown on the plans.
Intervisible and not more than 750 ft. apart.
 5. Surfacing
Turnouts, curve widening and road approach aprons shall be surfaced.
 6. Clearing width
See Section 200
 7. As posted and painted for Right-of-Way:
 8. Drainage
See Culvert List, Sheet 1 of 3.
 9. Grading
See Sections 300 & 500
 10. Compaction
See Sections 300, 500
700, 1200

[illegible]

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

UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Land Management SALEM DISTRICT — OREGON	
CULVERT SUMMARY	
DRAWN J. ROMERO Eugene B.D.	SCALE not to scale
DATE 1990	SHEET 1 OF 1

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

Contract No.
ORN01-TS-2019.0101

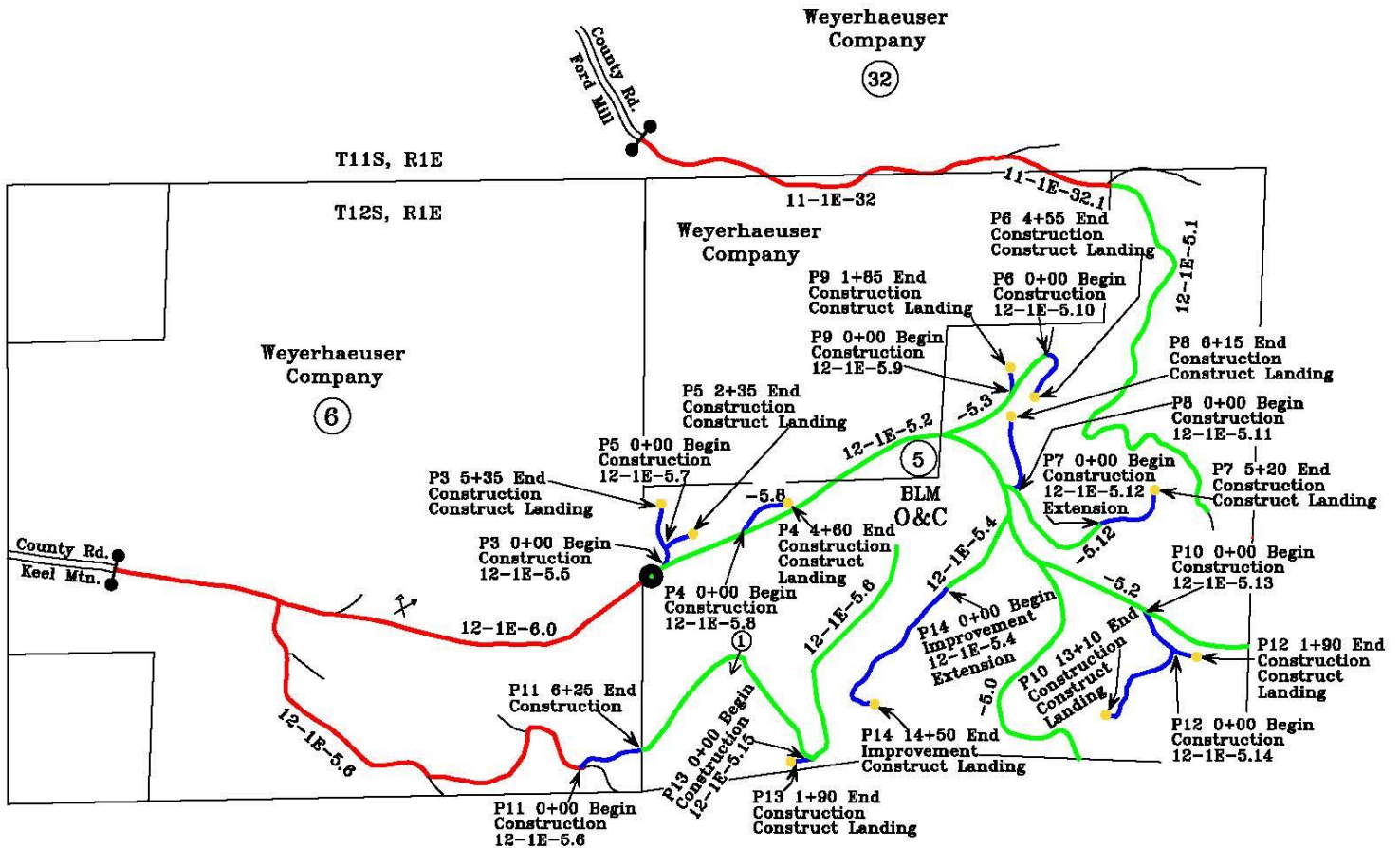
Sole
Purple Hazen

Sheet 19 of 38

OR080 5430-17
Page 1 of 3

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management
ROAD PLAN MAP
Secs. 5, 6, 32, T. 12 S., R. 1 E., W. M.

Exhibit C
PURPLE HAZEN
ORN01-TS-2019.0101
Sheet 38 of 38



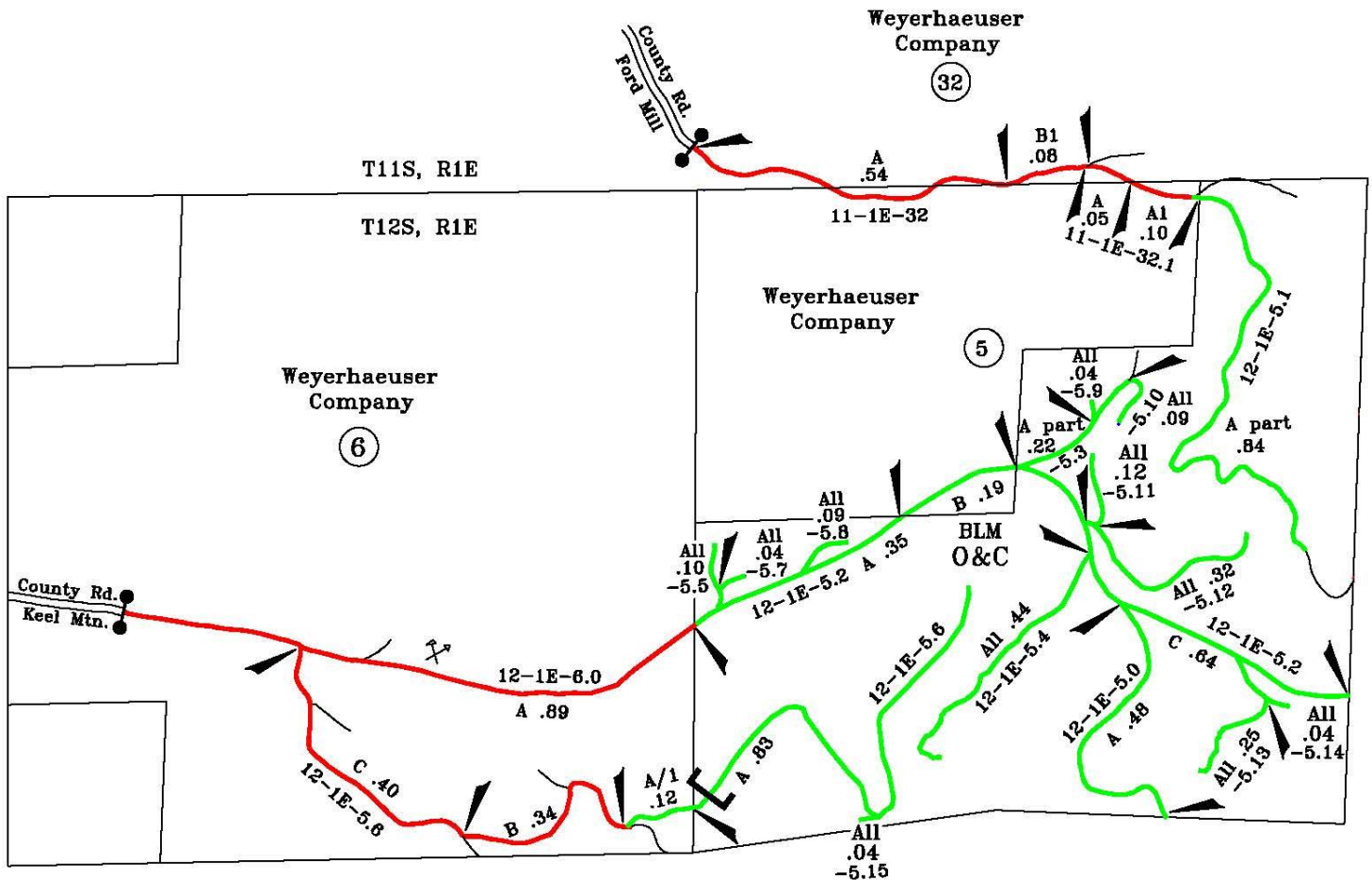
N
W E
S
Scale: 1"=1500'

Legend

- Roads to be Renovated by Purchaser
- Roads to be Renovated by Weyerhaeuser Company
- Roads to be Constructed or Improved by Purchaser
- County road
- Other roads not authorized for use
- Gate to be installed, location to be flagged by Authorized Officer
- Gates to be locked at end of operations each day
- Construct Landing
- Install New 24" X 40' CMP, Splash Pad, 20 cu. yds. ABC, remove culvert upon completion of hauling operations

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management
ROAD USE AND MAINTENANCE MAP
Secs. 5, 6, 32, T. 12 S., R. 1 E., W. M.

Exhibit E
PURPLE HAZEN
ORN01-TS-2019.0101
Sheet 1 of 1



Legend

- Bureau of Land Management controlled roads over which access is provided, Purchaser maintenance
- Weyerhaeuser Company controlled roads over which access is provided, Weyerhaeuser maintenance
- == County road
- Other roads not authorized for use
- ▴ Segment Breaks & Road No. Changes
- Gate to be locked at end of operations each day
- └ Barricade



Scale: 1"=1400'

EXHIBIT I SPECIFICATIONS FOR TREE TOPPING AND BASAL GIRDLING

GENERAL:

1. Designated conifer trees shall have tops removed (topping) by saw cutting or base girdled as directed by the Authorized Officer.
2. Topped or girdled trees shall be well distributed within unit boundaries as directed by the Authorized Officer. Do not create snags within falling distance of power lines, structures or roads that will remain open after harvesting activities are complete.
3. No more than 25 percent of the total trees specified for treatment shall be base girdled.
4. The Purchaser shall furnish all labor, equipment, supervision, and supplies to perform all work.
5. Trees shall be located a minimum of 150 feet away from roads.
6. Trees shall be at least 20 inches diameter at breast height (DBH), if trees are not available at this size, smaller trees may be directed by the Authorized Officer.

SAW TOPPING:

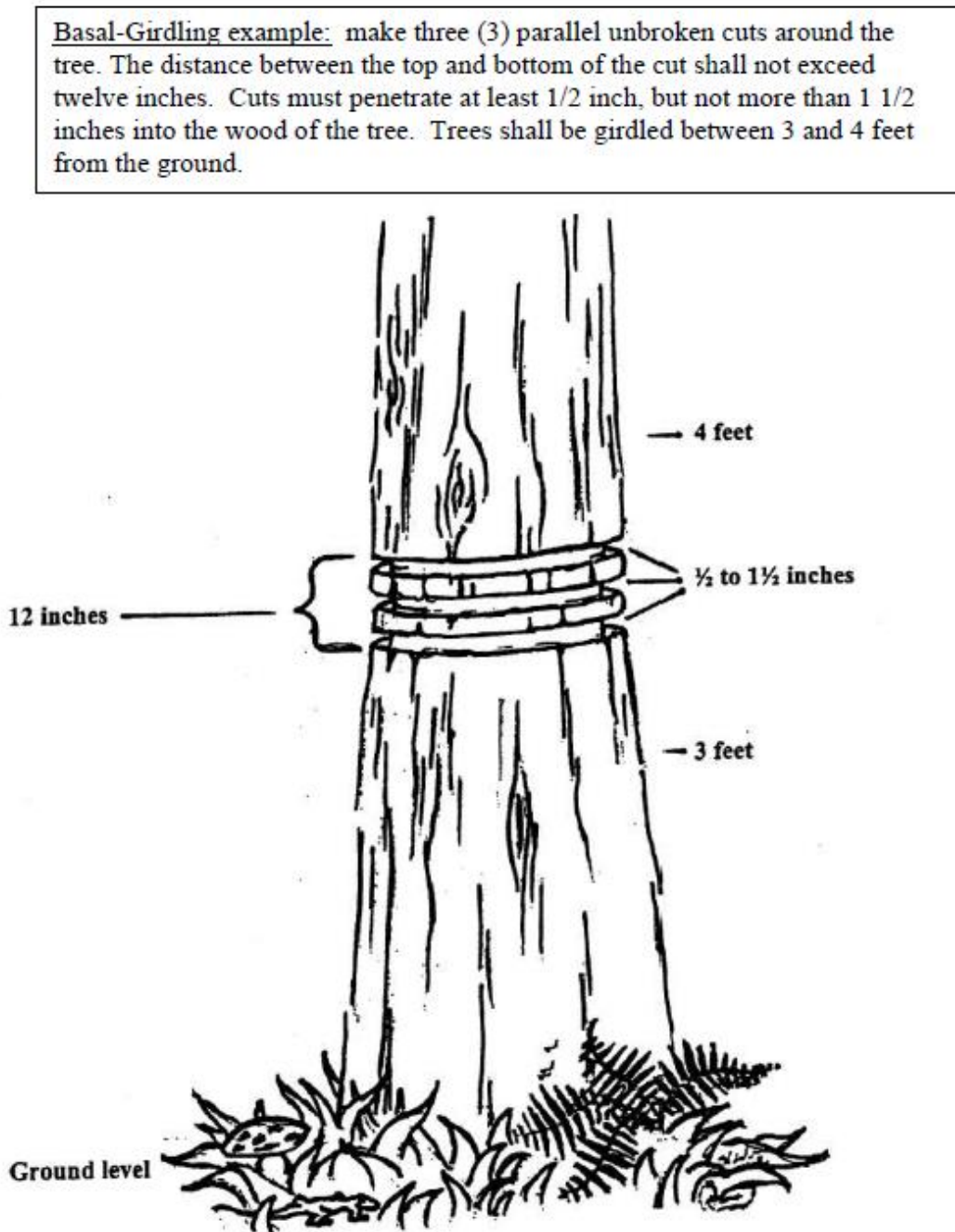
1. Topping shall be done at a point within approximately 75 to 150 feet in height where the diameter of the main stem is between ten and fourteen (10-14) inches, or as directed by the Authorized Officer.
2. Remove live limbs 10 feet below the point where the tree is topped.
3. Treetops which are severed shall be completely severed from the tree and in such a manner that they are lying completely on the ground. No tops shall remain hung up in tops of other trees or leaning against the bole of any tree.
4. Severed tree tops which land on or immediately adjacent to a constructed fire trail, within a fuel reduction area, or in the right-of-way of a road or designated trail shall be moved as directed by the Authorized Officer the same day in which it was severed.
5. The top of the main stem of the tree shall be cut flat (no face cut notch or angled back cut).
6. The top of the main stem shall then have a vertical "V" notch cut at least six (6) inches down into the stem with the open end of the "V" approximately three (3) inches or 1/3 the diameter of the cut face in width, or be otherwise modified as directed by the Authorized Officer.
7. Florescent orange flagging shall be hung around the bole at a point ten to twenty feet above the ground so that it is readily visible from at least one hundred (100) feet away from the tree in all directions.

BASAL GIRDLING:

1. Cut around the tree. Each cut must connect with itself completely around the tree and penetrate through the cambium layer into the wood at least 1/2 inch, but not more than 1 inch. The distance between the top cut and the bottom cut shall not exceed twelve (12) inches. Trees shall be girdled between 3 and 4 feet above ground level measured on the uphill side of the tree. (See Illustration 1- Basal Girdling)
2. No more than one-half (1/2) inch of wood inside the cambium layer shall be cut.

3. Florescent orange flagging shall be hung around the bole at above where the tree was girdled so that it is readily visible from at least one hundred (100) feet away from the tree in all directions.

Illustration 1- Base girdling



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

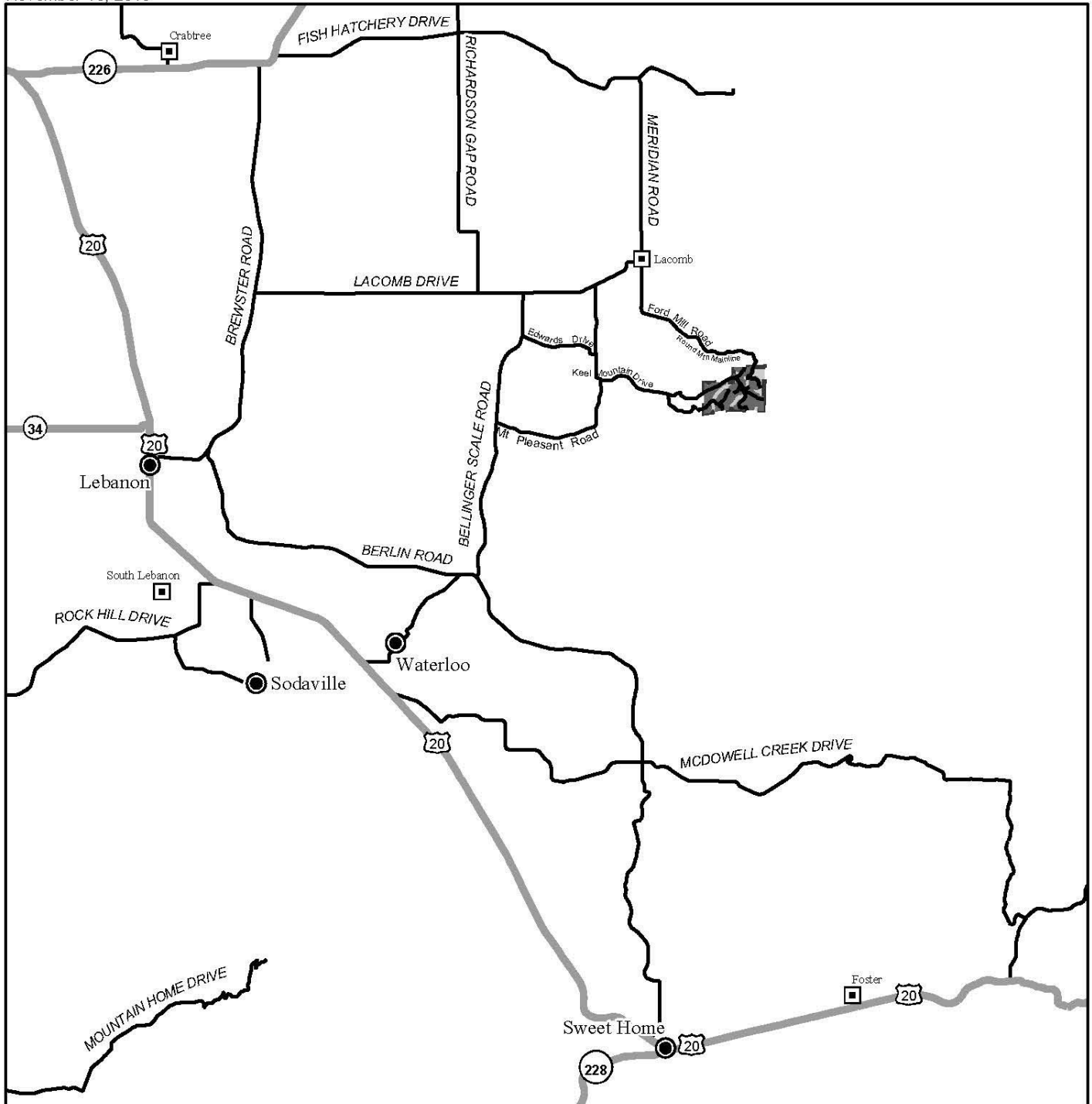
Purple Hazen
Timber Sale Vicinity

TIMBER SALE VICINITY MAP - Contract No. ORN01-TS-2019.0101

T.12S., R.1E., Section 5, W. M.



November 15, 2018



10 5 0 Miles

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

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

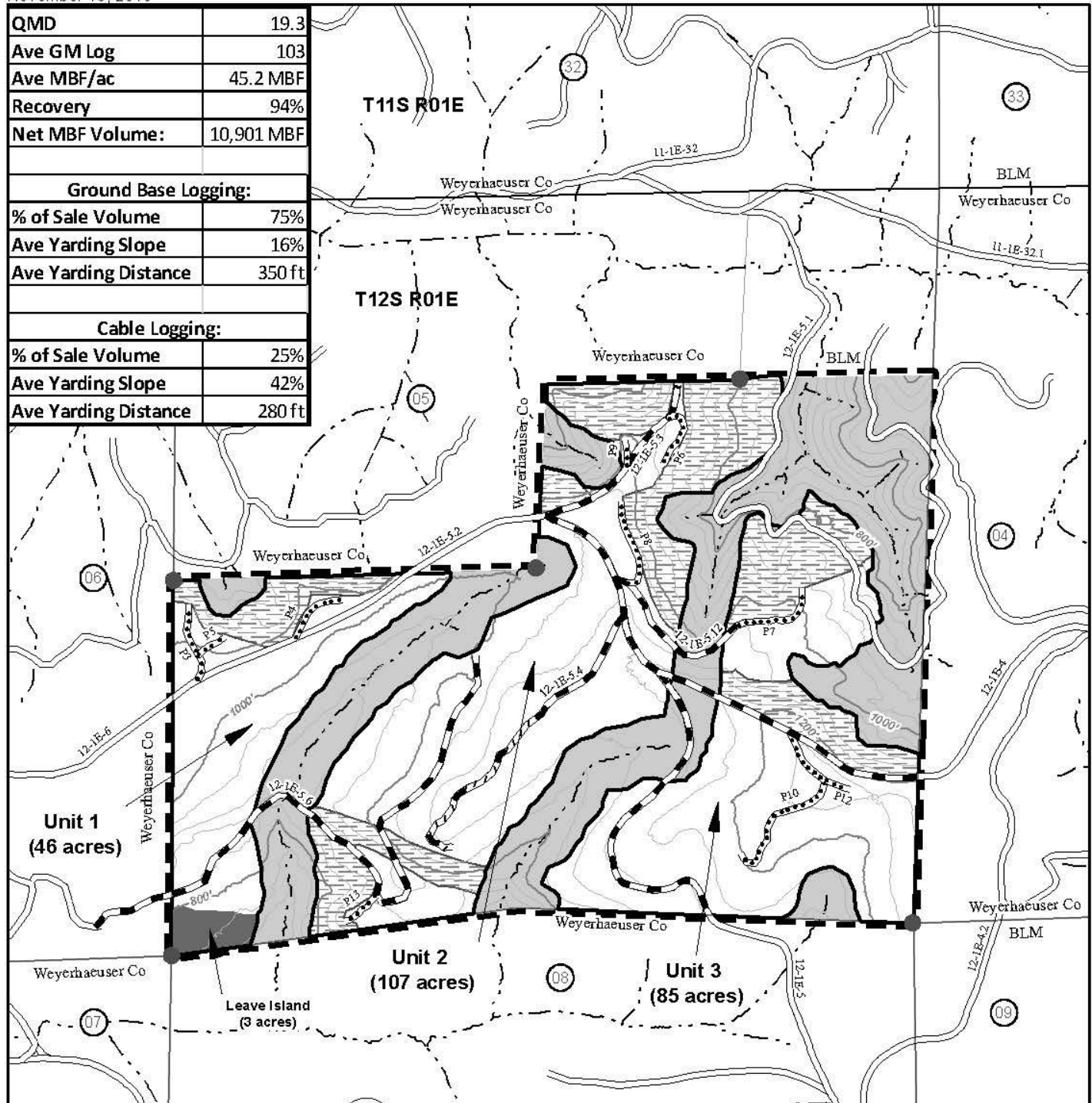
Appraisal Map
Purple Hazen
Timbersale
Sheet 1 of 1

TIMBER SALE APPRAISAL MAP - Contract No. ORN01-TS-2019.0101
T. 12 S. - R. 1 E., Section 5 W.M.



November 13, 2018

QMD	19.3
Ave GM Log	103
Ave MBF/ac	45.2 MBF
Recovery	94%
Net MBF Volume:	10,901 MBF
Ground Base Logging:	
% of Sale Volume	75%
Ave Yarding Slope	16%
Ave Yarding Distance	350 ft
Cable Logging:	
% of Sale Volume	25%
Ave Yarding Slope	42%
Ave Yarding Distance	280 ft



1,000 500 0 Feet

Contour Interval : 40'

- Found Corners
- ~ Stream
- ~ Existing Road
- ~ Road Improvement
- ~ Road Construction
- ~ Road Renovation
- ~ Contract Area
- ~ Reserve Area
- ~ Unit Boundary
- ~ Ground (183 acres)
- ~ Skyline (62 acres)
- ~ Leave Island

Regeneration Harvest Area	238 Acres
Leave Island	3 Acres
Road Right-of-Way	4 Acres
Reserve Area	155 Acres
Contract Area	400 Acres

Note: Unit boundaries are painted orange and posted. Acres do not include existing or new roads. Acreage was calculated based on global positioning system traverse procedures including differential correction.

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Linn	12S	1E	5	S1/2NE1/4,S1/2	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	8,680.0	9,087.0	9,158.0	85,238	459	14,424
Grandfir	1,641.0	1,713.0	1,731.0	13,328	106	2,059
Bigleaf Maple	313.0	414.0	421.0	8,836	3,024	4,417
Western Hemlock	240.0	262.0	296.0	3,576	94	698
Red Alder	15.0	17.0	17.0	399	0	100
Incense-cedar	12.0	14.0	14.0	123	0	20
Totals	10,901.0	11,507.0	11,637.0	111,500	3,683	21,718

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
238.0	0.0	4.0	242.0	45.0

Comments:

Logging Costs

Stump to Truck	\$1,135,643.50
Transportation	\$431,512.50
Road Construction	\$180,966.84
Maintenance/Rockwear	\$62,858.79
Road Use	\$21,802.00
Other Allowances	\$61,135.00
Total:	\$1,893,918.63
Total Logging Cost per MBF:	\$173.74

Utilization Centers

Location	Distance	% of Net Volume
Lyons,OR	23.0 miles	100 %

Profit & Risk

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

Tract Features

Quadratic Mean DBH	19.3 in
Average GM Log	103 bf
Average Volume per Acre	45.0 mbf
Recovery	94 %
<u>Net MBF volume:</u>	
Green	10,901.0 mbf
Salvage	0 mbf
Export	0 mbf
<u>Ground Base Logging:</u>	
Percent of Sale Volume	75 %
Average Yarding Slope	16 %
Average Yarding Distance	350 ft
<u>Cable Logging:</u>	
Percent of Sale Volume	25 %
Average Yarding Slope	42 %
Average Yarding Distance	280 ft
<u>Aerial Logging:</u>	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

Cruise

Cruise Completed	October 2018
Cruised By	J.Poteet, M.Rainey
Cruise Method	variable plot, 40 BAF, 247 Plots.

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	14,424	8,680.0	\$528.72	\$63.45	\$173.74	\$0.00	\$291.50	\$2,530,220.00
Grandfir	2,059	1,641.0	\$437.96	\$52.56	\$173.74	\$0.00	\$211.70	\$347,399.70
Bigleaf Maple	4,417	313.0	\$311.84	\$37.42	\$173.74	\$0.00	\$100.70	\$31,519.10
Western Hemlock	698	240.0	\$408.79	\$49.05	\$173.74	\$0.00	\$186.00	\$44,640.00
Red Alder	100	15.0	\$476.64	\$57.20	\$173.74	\$0.00	\$245.70	\$3,685.50
Incense-cedar	20	12.0	\$562.50	\$67.50	\$173.74	\$0.00	\$321.30	\$3,855.60
Totals	21,718	10,901.0						\$2,961,319.90

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				82.0 %	17.0 %	1.0 %	

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Grandfir				88.0 %	11.0 %	1.0 %	

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill		Camp Run
Bigleaf Maple							100.0 %

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western Hemlock				64.0 %	33.0 %	3.0 %	

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

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill	No. 6 Sawmill	Camp Run
Incense-cedar							100.0 %

Purple Hazen**Unit Summary****ORN01-TS-2019.0101****Unit: 1**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	1,594.0	1,662.0	1,676.0	2,733
Grandfir	301.0	315.0	318.0	346
Bigleaf Maple	49.0	65.0	65.0	819
Western Hemlock	45.0	49.0	56.0	132
Red Alder	3.0	3.0	3.0	18
Incense-cedar	2.0	3.0	3.0	1
Totals:	1,994.0	2,097.0	2,121.0	4,049

Net Volume/Acre: 43.3 MBF

Regeneration Harvest	46.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	46.0

Unit: 2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	3,872.0	4,057.0	4,090.0	6,504
Grandfir	732.0	764.0	771.0	958
Bigleaf Maple	145.0	196.0	196.0	2,004
Western Hemlock	107.0	117.0	131.0	315
Red Alder	6.5	7.5	7.5	45
Incense-cedar	4.5	5.5	5.5	11
Totals:	4,867.0	5,147.0	5,201.0	9,837

Net Volume/Acre: 45.5 MBF

Regeneration Harvest	107.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	107.0

Unit: 3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	3,070.0	3,217.0	3,241.0	5,127
Grandfir	581.0	606.0	613.0	746
Bigleaf Maple	114.0	146.0	153.0	1,578
Western Hemlock	84.0	92.0	104.0	248
Incense-cedar	5.0	5.0	5.0	7
Red Alder	5.0	6.0	6.0	36
Totals:	3,859.0	4,072.0	4,122.0	7,742

Net Volume/Acre: 45.4 MBF

Regeneration Harvest	85.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	85.0

Unit: RW

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	144.0	151.0	151.0	60
Grandfir	27.0	28.0	29.0	9
Bigleaf Maple	5.0	7.0	7.0	16
Western Hemlock	4.0	4.0	5.0	3
Incense-cedar	0.5	0.5	0.5	1
Red Alder	0.5	0.5	0.5	1
Totals:	181.0	191.0	193.0	90

Net Volume/Acre: 45.3 MBF

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	4.0
Total Acres:	4.0

Comments:

the average Volume per acre was removed from each unit for the amount of ROW acres that were present in that unit.

Total Stump To Truck	Net Volume	\$/MBF
\$1,135,643.50	10,901.0	\$104.18

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	2,877.0	\$151.70	\$436,440.90	\$2.50 per gallon fuel, short yarding distance, mature regen cut, 5 loads per day
Track Skidder	GM MBF	8,630.0	\$81.02	\$699,202.60	\$2.50 per gallon fuel, short yarding distance, mature regen cut, 8 loads per day
Subtotal				\$1,135,643.50	

Additional Costs

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

Additional Moves

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

Total	Net Volume	\$/MBF
\$431,512.50	10,901.0	\$39.58

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Lyons,OR	23.0	Saw Logs	GM MBF	11,507.0	\$37.50	\$431,512.50	100 %

Comments:

\$90 per hour 2 hour round trip = \$180 / 4.8M per load = \$37.50

Engineering Allowances

Total	Net Volume	\$/MBF
\$265,627.63	10,901.0	\$24.37

Cost Item	Total Cost
Road Construction:	\$180,966.84
Road Maintenance/Rockwear:	\$62,858.79
Road Use Fees:	\$21,802.00

Comments:

Rock wear Fees Due to BLM \$4,948.51

Rock wear Fees Due to Weyco \$5,958.37

Road Maintenance Fees Due to Weyco \$9,434.08

Amortization Fees Due to Weyco \$21,802.00

Purchaser maintenance \$42,517.83

Total	Net Volume	\$/MBF
\$61,135.00	10,901.0	\$5.61

Environmental Protection

Cost item	Total Cost
Cold Water wash	\$300.00
Subtotal	\$300.00

Miscellaneous

Cost item	Total Cost
Basal Girdling	\$1,440.00
Saw-Topping trees	\$12,670.00
Subtotal	\$14,110.00

Slash Disposal & Site Prep

Cost item	Total Cost
Landing Pile, Cover, Burn	\$1,275.00
Machine Pile Construction, Cover, Burn	\$45,450.00
Subtotal	\$46,725.00

Comments:

Landing Pile Construction and Cover \$637.50

Landing Pile Construction and Burn \$637.50

Machine Pile Construction and Cover \$37,875.00

Machine Pile Construction and Burn \$7,575.00