# UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT Northwest Oregon District Office

1717 Fabry Road, S.E. Salem, Oregon 97306

> Sweet Pea Timber Sale ORN01-TS-2019.0105 Date: August 9, 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, September 11, 2019.

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 Molalla Pioneer on or about August 14, 2019. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper to ensure accurate knowledge of the exact publication date.

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

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: <a href="https://www.blm.gov/or/resources/forests/index.php">https://www.blm.gov/or/resources/forests/index.php</a>. 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

SALE DATE: September 11, 2019

NORTHWEST OREGON DISTRICT CASCADES FIELD OFFICE SALEM DISTRICT MASTER UNIT

CONTRACT NO. ORN01-TS-2019.0105, SWEET PEA TIMBER SALE MARION COUNTY, OREGON: O&C: ORAL AUCTION: BID DEPOSIT REQUIRED: \$46,100.00.

All timber designated for cutting on: N1/2NW1/4, Sec. 33, T. 7 S., R. 2 E., W.M.

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

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

					Estimated
Approx. No.	Est. Vol.		Est.	Appraised	Volume Times
Merchantable	MBF		Vol.	Price	Appraised
Trees	32' Log	Species	MBF	Per MBF	Price
			16' Log		
2,709	1,446	Douglas-fir	1,738	\$265.00	\$460,570.00
28	1	red alder	2	\$21.00	\$42.00
2,737	1,447	Totals	1,740		\$460,612.00

<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 22 acres of the Regeneration Harvest Area were based on a variable plot cruise for estimating board foot volume. Plots were measured using a 40 basal factor. Timber volumes for 3 acres of the Regeneration Harvest Area were based on a 100% cruise for estimating board foot volume. Approximately 0% of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is 20.2 inches DBHOB; the average log contains 100 bd. ft.; the total gross volume is approximately 1814 MBF; and 96% recovery is expected.

<u>CUTTING AREA</u>: 25 acres of Regeneration Harvest Area. 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, 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 three-hundred sixty-four and 44/100 dollars, (\$364.44) 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 Company and pay to Weyerhaeuser a road use fee of three-thousand four-hundred-eighty and 00/100 dollars (\$3,480.00), and a rockwear fee of two-thousand eighty-eight and 00/100 dollars (\$2,088.00). The Purchaser will be required to carry liability insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000 and a performance bond of \$2,000.00.

In the use of Road No. 8-2E-4.1, Segment H, the Purchaser shall comply with the conditions of Access Road Easement RE-696. Condition includes: cutting into standard lengths and decking of three red alder trees adjacent to the right-of-way.

Purchaser maintenance shall include frequent blading and shaping of road surface; spot rocking, 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 each seasonal operation. Purchaser shall also be responsible for performing post storm inspections and maintenance during the winter season for all Purchaser maintained roads.

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

### 2. Renovation:

2.99 miles of road to be brushed, bladed with grader, ditch cleaned, clean inlet, outlet and barrel of all existing culverts. Replace 8 existing culverts.

# 3. Estimated Quantities:

### Culverts:

Install 260 feet of 24 inch diameter culvert, and include all needed culvert bands. Construct 2 splash pads. an install culvert markers at all newly replaced culverts. Place ½ inch bolt, nut and washers at inlet and outlet of all newly installed corrugated-polyethylene pipe culverts. Seed, fertilize and mulch all culvert installation sites. All culvert installation sites to be bedded with fine readily compactable material and then back filled and compacted to grade with pitrun rock material.

## Soil Stabilization:

Seed, fertilizer and mulch 0.50 acres of culvert installation sites and any disturbed areas.

# Aggregate Material:

# Quantity

50 loose cubic yards for back fill and surfacing over culvert replacement sites.

# Description

Pitrun – at the BLM rock source

### 4. Miscellaneous Items:

Debris resulting from road side brushing shall be disposed of by scattering.

# 5. <u>Major Structures</u>:

Purchaser will be required to secure all necessary permits from Clackamas County for any overweight, over length or over width equipment to be hauled over any structures requiring such a permit.

### 6. Final Maintenance:

Should include but not limited to shaping 2.99 miles of road with grader, cleaning of ditch and culverts.

# 7. Other:

All earth moving equipment to be washed prior to entry onto BLM lands.

Purchaser may construct optional landings to facilitate their logging plan as approved by the BLM. Purchaser optional constructed landings may be surfaced using either a BLM rock quarry or a Purchaser rock source approved by BLM. All associated costs are to be absorbed by Purchaser.

# SPECIAL ATTENTION ITEMS:

Sec. 41.a-c. Reserved Timber Sec. 42.f-h. Seasonal Restrictions

Sec. 42.s. Topping and Girdling of Trees

# **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.).												

<b>Operations Restricted</b>
No Restrictions

# Sec. 41. Timber Reserved from Cutting –

# <u>RESERVED</u>

- 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 in the Regeneration Harvest Area shown on Exhibit A.
- c. All snags and downed logs which do not present a safety hazard as determined by the Authorized Officer. Snags felled for safety reasons will 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. 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 all landings in the sale area, all non-merchantable logs more than eight (8) inches in diameter at the large end and exceeding eight (8) feet in length shall be decked at a location designated by the Authorized Officer. If a log or piece of log meeting or exceeding the above specifications is bucked and left in place, all portions of that log shall be yarded and decked at the designated location.
- 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. Identify 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 1<sup>st</sup> and March 31<sup>st</sup>, or periods of wet weather as determined by the Authorized Officer.
- g. No road construction, road stabilizing, decommissioning or hauling on natural surface roads shall be conducted between December  $1^{st}$  of one calendar year and April  $30^{th}$  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 September 1<sup>st</sup> of one calendar year and July 14<sup>th</sup> 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.

# RENOVATION, OPTIONAL LANDING CONSTRUCTION, MAINTENANCE, AND USE

j. The Purchaser shall renovate 2.99 miles. Renovation includes but not limited to blading, brushing, cleaning and replacing culverts, install culvert markers, compacting and spot rocking and use of BLM rock source in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. The Purchaser shall stabilize all roads under this contract in strict accordance with the plans and specifications shown on Exhibit D, which is attached hereto and made a part hereof. The Purchaser may construct optional landings to facilitate their logging plan as approved by the

Authorized Officer. Purchaser may surface newly constructed landings using either a BLM rock quarry or a Purchaser rock source approved by BLM. All associated costs with optional landing construction and surfacing are at the Purchasers expense. Any required renovation of structures and roads 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. The Purchaser shall not commence work until receipt of written notice to do so from the Authorized Officer.

- k. The Purchaser is authorized to use the roads listed and shown on Exhibit E for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C, provided that the Purchaser pay the required rockwear obligations described in Section 42(1). Any road listed 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.
- l. The Purchaser shall pay the Government a rockwear fee of three-hundred sixty-four and 44/100 dollars (\$364.44), for the transportation of timber included in this contract price over said roads. The above rockwear amount is for the use of 0.99 miles of road or less.
- m. 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.
- n. In the use of Road No. 8-2E-4.1, Segments A, B, C, D, E, F, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. S-664 (ORE018118) dated August 20, 1965, between the United States of America and Weyerhaeuser Company. This document is available for inspection at the Northwest District Office in Salem.

# These conditions include:

- (1) Payment of a road use obligation of three-thousand four-hundred eighty and 00/100 dollars (\$3,480.00) to Weyerhaeuser Company, payable at the time indicated in the License Agreement.
- (2) Payment of a rockwear obligation of two-thousand eighty-eight and 00/100 dollars (\$2,088.00) to Weyerhaeuser Company, payable at the time indicated in the License Agreement.
- (3) Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a properly signed copy of the executed License Agreement.
- (4) Purchaser will be required to carry liability insurance with the limits of \$1,000,000/\$1,000,000/\$1,000,000, logger's broad form property damage \$1,000,000 and a performance bond of \$2,000.00.
- (5) 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.

o. In the use of Road No. 8-2E-4.1 Segment H, the Purchaser shall comply with the conditions of Access Road Easement RE-696, dated June 1, 1974, between the United States of America and Benedictine Sisters of Mt. Angel, Oregon. This document is available for inspection at the Northwest District Office in Salem.

# These conditions include:

- (1) At the culvert installation site on the 8-2E-4.1, mile post 2.54. Three (3) red alders need to be removed in order to facilitate the replacement of an existing culvert. The Purchaser shall fall and buck the three (3) alders into standard log lengths and deck adjacent to the right-of-way in a manner suitable for loading with mobile loading equipment.
- 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.

# QUARRY DEVELOPMENT AND USE

q. The Purchaser shall develop a rock quarry in strict accordance with the plans and specifications shown on Exhibit C which is attached hereto and made a part hereof. Prior to the removal of any rock from the NE ¼ NW ¼, Section 33, T. 7 S., R. 2 E. the Purchaser shall complete quarry access road renovation and site preparation as shown on Exhibit C. The required quarry site rehabilitation shall be completed upon completion of hauling operations.

## **ENVIRONMENTAL PROTECTION**

- r. 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.
- s. In additions to the requirements set forth in Sec. 26 of this contract, the Purchaser shall cover skid trails with logging slash and debris, install water bars or comparable erosion control measures, and block entrances or other created access points on the contract areas shown on Exhibit A as directed by the Authorized Officer. This work shall be completed within fifteen (15) days after completion of log hauling from each landing.
- t. The Purchaser shall saw top nine (9), base girdle eight (8) green, and top girdle eight (8) 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.

- u. 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 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 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.(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 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 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**

v. 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**

- w. In addition to the requirements of Sec. 15 of this contract, and notwithstanding the Purchasers satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the States willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measure(s) required by this contract: Perform logging residue reduction and site preparation work on approximately thirteen (13) acres of harvest area located within Regeneration Harvest Unit. 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 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.
- Pile and burn landing slash within thirty (30) feet of the edge of each landing, all tops, 2. 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 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.
- x. 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, 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<sup>TM</sup> 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

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

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

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

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

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

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

Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer Form 5460-15 (Log Scale and Disposition of Timber Removed Report) which shall be executed by the Purchaser. In addition, the Purchaser is required under the terms of this contract, to retain for a three-year period from the

date of termination of the contract the records of all sales or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management.

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

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

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

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

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

Exhibit A Sweet Pea Timber Sale Sheet 1 of 1

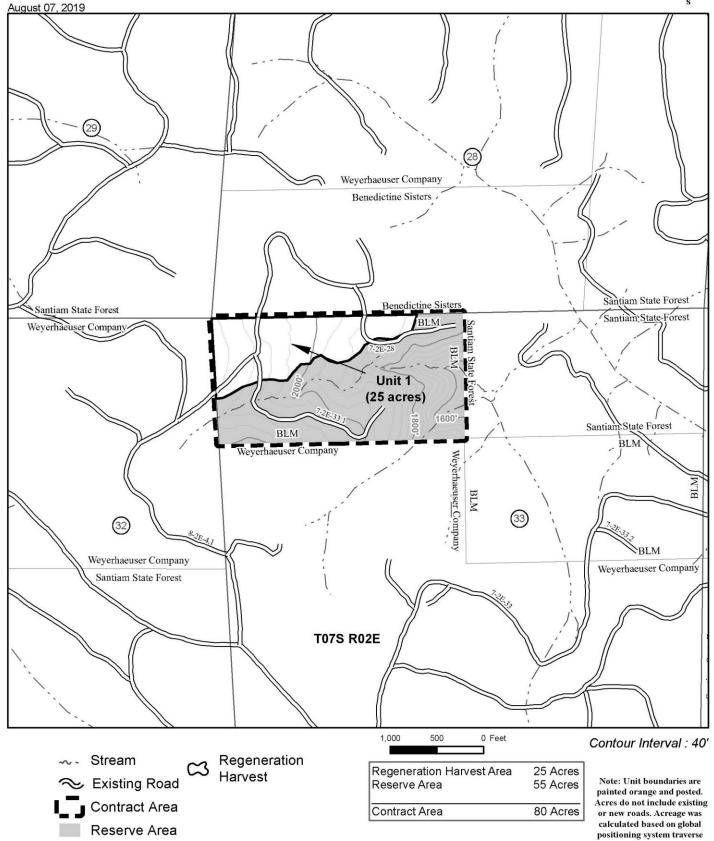
procedures including

differential correction.

# TIMBER SALE CONTRACT MAP - Contract No. ORN01-TS-2019.0105

T. 7 S. - R. 2E., Section 33 W.M.



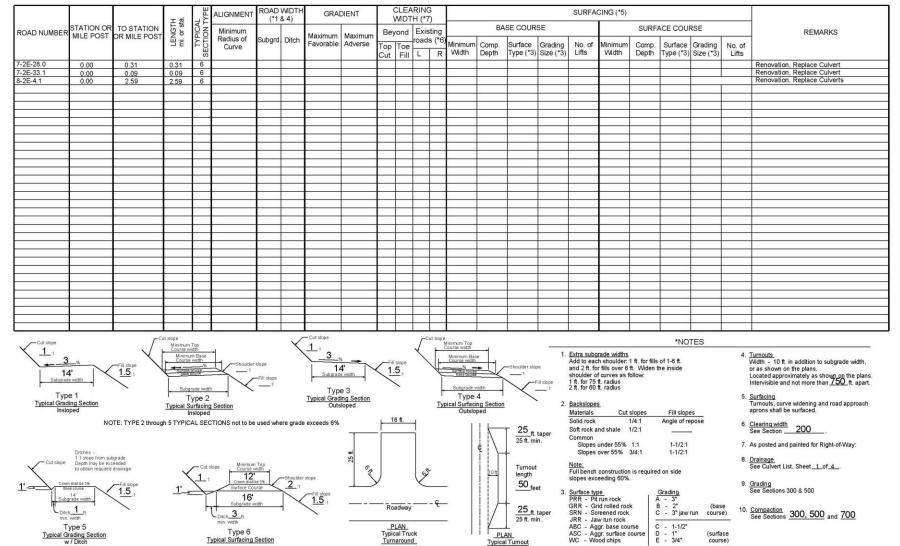


C3 Unit Boundary

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

150: ROAD PLAN AND DETAIL SHEET

EXHIBIT C Sweet Pea ORN01-TS-2019.0105 Sheet 8 of 33



			70	OUI VER	T LOCAT	CUL	VER	d l	_151				<u> </u>			NOTE;
		DESIGN	100	A	LOCK	1	S BUILT	(A)	25		DOWN	SPOUT	243			<ol> <li>DESIGNED CULVERT LENGTHS AND LOCATIONS ARE APPROXIMATE.</li> </ol>
ROAD NO. STATION OR M.P.	SIZE	CAGE	LENGTH	SKEW	INSTAL- LATION TYPE	ROAD NO. STATION OR M.P.	SIZE	CAGE	ENGTH	TYPE	SIZE	ENGTH	TYPE OF ELBOW [5]	CULVERT	REMARKS	ALL CULVERTS HAVE 2 2/3" X 1/2" CORRUGATIONS UNLESS OTHERWISE NOTED.
7-2E-28	A.18			20	Same											△ SEE CULVERT INSTALLATION SHEET.
M.P. 0.24 7-2E-33.1	24"	CMP	34'	Oalth	Sane		1			- 1				Х	Replace, Construct Splash Pad	⚠ DOWN SPOUT TYPES;
M.P. 0.07 8-2E-4.1	24"	CMP	34'	Same	Same									Х	Replace	1. FULL ROUND 2. HALF ROUND
M.P. 2.13	24"	CMP	30'	Same	Same				1 1	- 4			M de	Х	Replace	<ol> <li>RECTANGULAR FLUME</li> <li>S. ELBOW TYPES;</li> </ol>
M.P. 2.20	24"	CMP	30'	Same	Same									X	Replace	1. CONVENTIONAL OR
M.P. 2.34	24"	CMP			Same									X	Replace	FABRICATED THE
M.P. 2.37 M.P. 2.46	24"	CMP			Same		45 .5		4 4					X	Replace	<ol> <li>TURNER TYPE</li> <li>SLIP JOINT.</li> </ol>
M.P. 2.54	24"	CMP			Same Same									X	Replace Replace, Construct Splash Pad	A INCLUDE SPECIAL SECTIONS, STRUCTURES, HEADWALLS, FOOTINGS, AND OTHER DATA.
														N N		A CPP=Corrugated Plastic Pipe, 24 diameter pipe may be either CPP or Aluminized Steel, 16 gage.
										22			h h	N N		GAGE CHART STEEL & ALUM.  DEC. COUIV. INCHES STEEL ALUM.  10 .138 .135 12 .109 .105
	3									-4						14 .079 .075 16 .064 .060
																ALWAYS THINK SAFETY
		20.	35	905	0.5	-23	3 - 3			ROUN	D PIF	E CULV	L /ERT			UNITED STATES DEPARTMENT OF THE INTERIOR Bureou of Land Monogement
				1/22				-	MATL	SIZE	GACE	CORRUG	- LENG	ГН		SALEM DISTRICT - ÖREGON
PIPE AR		VERT	IGTH		STRUCT	URAL PLATE  CAGE CARRU	CULVER	_	See Section	24"	16	/2\	26	0,	DOWN SPOUTS 4	CULVERT SUMMARY
						7.52			400							
	-		-	-	- 1			-8				Total	26	O'		DRAWN Sleven Office SCALE not to 9: DATE 2014 SHEET 1 OF
0R080 5430 Sheet 1 of										HII						Bureou of Land Mo NORTHWEST OREGON Contract No. ORI Sale Sweet Pea Page 17 of 33

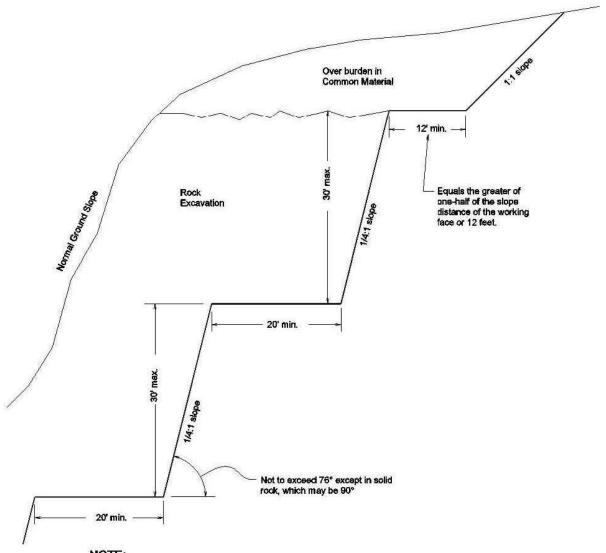
Sheet 1 of 4 OR080 5430-17

Bureou of Lond Monogement
NORTHWEST OREGON DISTRICT ale Sweet Pea

ontract No. ORN01-TS-2019.0105

# Typical Mining and Quarry Development Plan

EXHIBIT C Sweet Pea ORN01-TS-2019.0105 Sheet 25 of 33

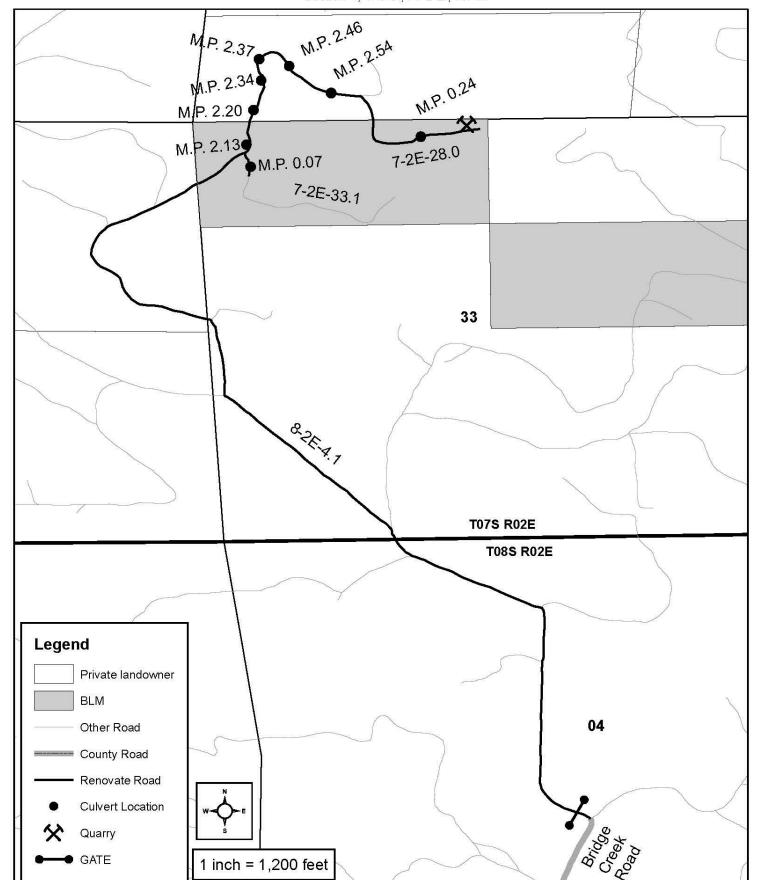


## NOTE:

- The sides of pits in common material shall be sloped at 1:1, overburden shall be placed at the direction of the Authorized Officer.
- All benches shall be developed according to the plan shown above. Developement shall begin at the top bench.
- Fill all holes, pits and trenches to prevent any ponding or water accumulations.

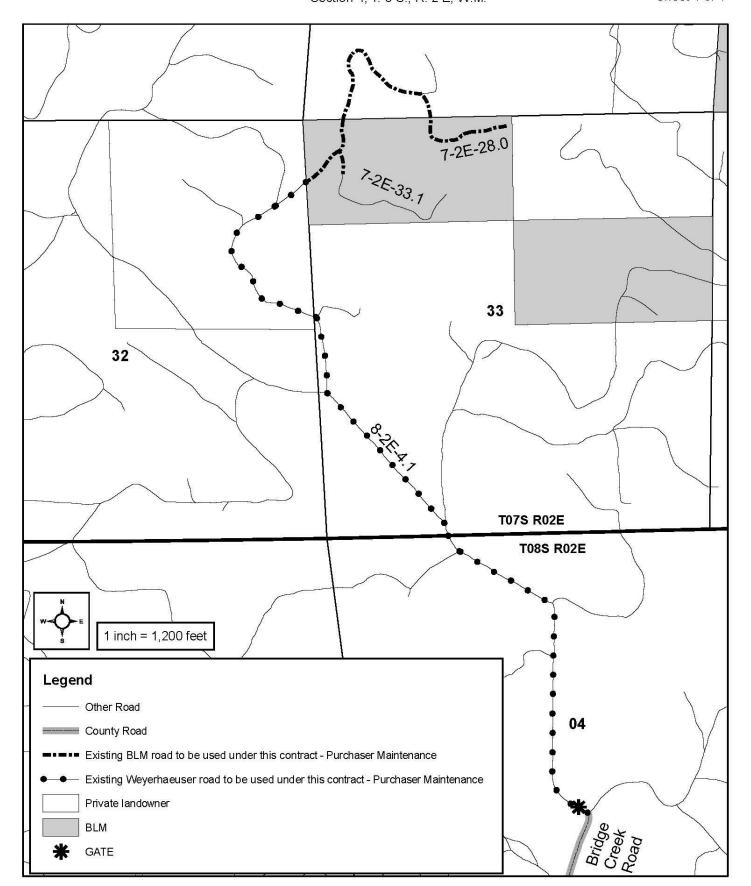
# UNITED STATES DEPARTMENT OF INTERIOR Bureau of Land Management ROAD PLAN MAP

Sections 28, 32 and 33, T. 7 S., R. 2 E.and Section 4, T. 8 S., R. 2 E., W. M. EXHIBIT C ORN01-TS-2019.0105 SWEET PEA Sheet 33 of 33



# UNITED STATES DEPARTMENT OF INTERIOR Bureau of Land Management ROAD USE AND MAINTENANCE MAP Sections 28, 32 and 33, T. 7 S., R. 2 E., and Section 4, T. 8 S., R. 2 E, W.M.

EXHIBIT E ORN01-TS-2019.0105 SWEET PEA Sheet 1 of 1



# EXHIBIT I SPECIFICATIONS FOR SNAG CREATION

# **GENERAL:**

- 1. Designated conifer trees (25) shall have tops removed (topping) by saw cutting, high girdling, or be base girdled as directed by the Authorized Officer.
- 2. One third (8) of the trees to be treated shall be High Girdled. One third (8) of the trees to be treated shall be Base Girdled. One third (9) of the trees to be treated shall be Topped.
- 3. Topped, top girdled 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.
- 4. The Purchaser shall furnish all labor, equipment, supervision, and supplies to perform all work.

# **HIGH GIRDLE:**

- 1. Girdling height of live trees will vary by stand age and should range from 50-120 feet, or the top-third of the tree. Average girdling height is likely to be 80-110 feet in the 60-70 year old stands, and 60-80 feet in the 40-50 year old stands.
- 2. Trees High Girdled shall retain 15-25 live limbs that are at least 5 feet in length below the girdled site.
- 3. All cuts will completely sever the cambium, but not exceed ½ inch depth into the wood of the tree.
- 4. All cuts will be free of sawdust and debris.
- 5. High Girdled trees shall be marked with high visibility florescent orange flagging 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 and two pieces of flagging tied to a branch, or bole, directly below the girdling site.

# **TOPPING:**

- 1. Topping shall be done at a point within approximately 50 to 100 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).

EXHIBIT I Sweet Pea Timber Sale ORN01-TS-2019.0105 Page 2 of 2

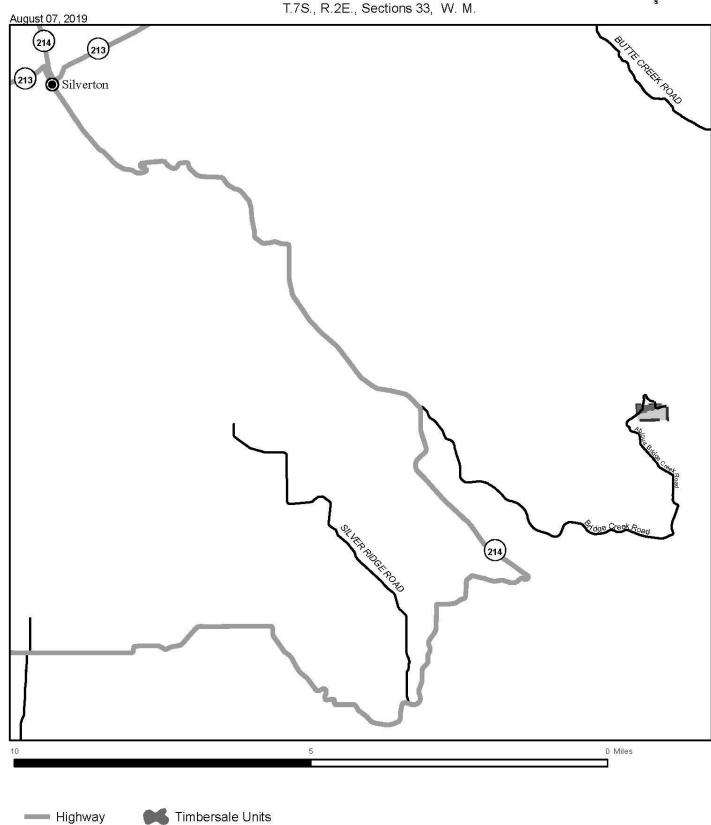
- 6. The top of the main stem shall then have a vertical "V" notch cut at least six (6) inches down into the stem with the open end of the "V" approximately three (3) inches or 1/3 the diameter of the cut face in width, or be otherwise modified as directed by the Authorized Officer.
- 7. Florescent orange 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 GIRDLE:**

- 1. The bark and cambium layer shall be completely removed with a chainsaw or hand tools in a band at least twelve (12) inches wide completely around the main stem of the tree at a height between two (2) and eight (8) feet above the ground.
- 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.

# TIMBER SALE VICINITY MAP - Contract No. ORN01-TS-2019.0105





Major road

Contract Area

Reserve Area

# **Legal Description of Contract Area**

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Marion	75	2E	33	N1/2NW1/4	Willamette

# **Species Totals**

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	1,738.0	1,811.0	1,811.0	17,984	0	2,709
Red Alder	2.0	3.0	3.0	42	28	28
Totals	1,740.0	1,814.0	1,814.0	18,026	28	2,737

# **Cutting Area Acres**

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
25.0	0.0	0.0	25.0	69.6

Risk

**Total Profit & Risk** 

Logging Costs	<b>3</b>	Tract Features	5
Stump to Truck	\$229,773.76	Quadratic Mean DBH	
Transportation	\$81,630.00	Average GM Log	
Road Construction	\$22,309.83	Average Volume per Acre	
Maintenance/Rockwear	\$6,661.80	Recovery	
Road Use	\$3,480.00	Net MBF volume:	
Other Allowances	\$6,722.00	Green	
Total:	\$350,577.39	Salvage	
Total Logging Cost per MBF:	\$201.48	Export	
Total Logging Cost PCI IVIDI .	<b>4201</b> 110	<b>Ground Base Logging:</b>	
Hailingaine Count		Percent of Sale Volume	
Utilization Cent	ers	Average Yarding Slope	
Location Distance	% of Net Volume	<b>Average Yarding Distance</b>	
Lyons 36.0 miles	100 %	Cable Logging:	
		Percent of Sale Volume	
Profit & Risk		<b>Average Yarding Slope</b>	
		<b>Average Yarding Distance</b>	
Profit	9 %	Aerial Logging:	

3 %

12 %

### Cruise

**Percent of Sale Volume** 

**Average Yarding Slope** 

**Average Yarding Distance** 

Cruise Completed April 2019
Cruised By Rainey M., Rainey J., Poteet J
Cruise Method

The timber volumes for 22 acres of the Harvest Area were based on a variable plot cruise for estimating board foot volume. Plots were measured using a 40 basal factor. Timber volumes for 3 acres of the Harvest Area were based on a 100% cruise for estimating board foot volume.

0 %

0 % 0 ft

# **Stumpage Computation**

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF		Appraised Value
Douglas Fir	2,709	1,738.0	\$530.07	\$63.61	\$201.48	\$0.00	\$265.00		\$460,570.00
Red Alder	28	2.0	\$210.00	\$25.20	\$201.48	\$0.00	\$21.00	*	\$42.00
Totals	2,737	1,740.0							\$460,612.00

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

# Percent of Volume By Log Grade

Species	No. 1 & 2 Peeler	No. 3 Peeler	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Douglas Fir				82.0 %	17.0 %	1.0 %	

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

# Unit: 1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	1,738.0	1,811.0	1,811.0	2,709
Red Alder	2.0	3.0	3.0	28
Totals:	1,740.0	1,814.0	1,814.0	2,737

# Net Volume/Acre: 69.6 MBF

Regeneration Harvest	25.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	25.0

Total Stump To Truck	Net Volume	\$/MBF
\$229,773.76	1,740.0	\$132.05

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

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Feller Buncher	GM MBF	1,814.0	\$125.84	\$228,273.76	5 loads a day
Subtotal				\$228,273.76	

# **Additional Costs**

ltem	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
Shovel	Each	1.0	\$750.00	\$750.00	
Feller Buncher	Each	1.0	\$750.00	\$750.00	
Subtotal				\$1,500.00	

# Comments:

\$2.50 gallon/GM, 5mbf/load

Total	Net Volume	\$/MBF
\$81,630.00	1,740.0	\$46.91

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Lyons	36.0	Haul	GM MBF	1,814.0	\$45.00	\$81,630.00	100 %

### **Comments:**

Mileage to Lyons = 36 miles; 60 mins x 2 (RT) = 120 mins; 30 mins (load/unload) = 150 RTM; 150 mins = 2.5 hrs; 2.5 hrs x 90 hr = 225; 225/5 mbf = 45 per thousand

# **Engineering Allowances**

Total	Net Volume	\$/MBF
\$32,451.63	1,740.0	\$18.65

Cost Item	Total Cost	
Road Construction:	\$22,30	9.83
Road Maintenance/Rockwear:	\$6,66	1.80
Road Use Fees:	\$3,480	0.00

## Comments:

BLM rockwear \$364.44; Rockwear fees to Weyco \$2,088; Amortization fees to Weyco \$3,480; Exhibit D costs \$4,209.36; Exhibit C costs \$22,309.83

Total	Net Volume	\$/MBF
\$6,722.00	1,740.0	\$3.86

# **Environmental Protection**

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

# Miscellaneous

Cost item	Total Cost
Basal Girdling	\$192.00
High Girdling	\$500.00
Tree Topping	\$630.00
Subtotal	\$1,322.00

# Slash Disposal & Site Prep

Cost item	Total Cost
Landing Pile Cover, Burn	\$300.00
Pile Burn	\$825.00
Machine Pile, Cover	\$4,125.00
Subtotal	\$5,250.00