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

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

> Watchtower Timber Sale ORN01-TS-2018.0105 Date: August 15, 2018

PROSPECTUS

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

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9, attached. Written and oral bids will be received by the District Manager, or his representative, in the timber sale room at the District Office, 1717 Fabry Road, S.E., Salem, Oregon. Written bids and deposits will be accepted beginning at 8:30 a.m. and the timber sale oral auction will commence at 9:00 a.m., on Wednesday, September 12, 2018.

THIS TIMBER SALE NOTICE does <u>not</u> constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003-Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in the Albany Democrat Herald on or about August 15, 2018. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper(s) to ensure accurate knowledge of the exact publication date.

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

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

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

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

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

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

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

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

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

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

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

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

Attachments:

Form 5450-17

Form 5430-11

Form 5440-9

TIMBER SALE NOTICE

SALE DATE: September 12, 2018

NORTHWEST OREGON DISTRICT CASCADES FIELD OFFICE SALEM DISTRICT MASTER UNIT

CONTRACT NO. ORN01-TS-2018.0105, WATCHTOWER TIMBER SALE LINN COUNTY, OREGON: O&C: ORAL AUCTION: BID DEPOSIT REQUIRED: \$353,400.00.

All timber designated for cutting on: NE1/4, Sec. 11; NW1/4 NW1/4, S1/2 NW1/4, N1/2 SW1/4, N1/2 SE1/4, SE1/4 SE1/4, Sec. 15; SW1/4 NE1/4, S1/2 NW1/4, NE1/4 SW1/4, Sec. 23 and N1/2 NE1/4, N1/2 NW1/4, Sec. 9; 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.

					Estimated
Approx. No.	Est. Vol.		Est.	Appraised	Volume Times
Merchantable	MBF		Vol.	Price	Appraised
Trees	32' Log	Species	MBF	Per MBF	Price
			16' Log		
16,474	6,064	Douglas-fir	7,369	\$411.90	\$3,035,291.10
5,200	1,008	western hemlock	1,257	\$247.60	\$311,233.20
856	445	grandfir	544	\$262.80	\$142,963.20
5,999	281	bigleaf maple	375	\$66.60	\$24,975.00
407	19	red alder	25	\$281.30	\$7,032.50
133	13	western redcedar	17	\$725.20	\$12,328.40
29,069	7,830	Totals	9,587		\$3,533,823.40

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

<u>CRUISE INFORMATION</u>: The timber volumes for the Partial Harvest Area and Regeneration Harvest Areas were based on a variable plot cruise for estimating the board foot volume of trees. Plots were measured using a 40 basal factor. The Right-of-Way volume is based on a 3P cruise for estimating the board foot volume of trees. Approximately 0% of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is 16.7 inches DBHOB; the average log contains 81 bd. ft.; the total gross volume is approximately 10,426 MBF; and 92% recovery is expected.

<u>CUTTING AREA</u>: 234 acres of Regeneration Harvest Area, 10 acres of Partial Harvest Area, and 3 acres of Right-of-Way, totaling 247 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: All directions originating from the town of Lebanon, Oregon.

Access to the units as follows:

- Head East on Brewster Rd
- Turn right on to Berlin Rd for approximately 8.4 miles
- Turn left on to Upper Berlin Dr for approximately 0.7 miles to the Berlin Ridge Rd jct.

To Units 5-7

(Unit 5-7 access directions differ from approved haul route. Refer to Exhibit C for approved haul route)

- Turn left on to Berlin Ridge Rd for approximately 2.5 miles to the 12-1E-4.2 Rd (requires 4C17gate key)
- Continue on the 12.1E-4.2 Rd for 2.1 miles to Unit 7
- From Unit 7 on the 12-1E-4.2 continue north for 0.4 miles to the 12-1E-4.0 Rd
- Continue east on the 12-1E-4.0 Rd for 0.4 miles
- Turn right on the 12-1E-4.1 for 0.7 miles
- Turn left on the 12-1E-4.05 for 0.1 miles to Unit 6
- From the 12-1E-4.0/4.1 jct., continue east on the 12-1E-4.0 Rd for 0.8 miles to the 12-1E-4.04 walk-in Rd into Unit 5

To Units 8-11

- From the Upper Berlin Dr and Berlin Ridge Rd jct., continue east on Upper Berlin Dr for approximately 4.7 miles to the 12-1E-9.1 Rd (requires 4C17 gate key)
- Continue east on the 12-1E-9.1 Rd for approximately 1.1 miles to Unit 8
- Continue through Unit 8 where the 12-1E-9.1 Rd turns into the 12-1E-16.2 Rd for approximately 0.3 miles
- Turn right on the 12-1E-15.2 Rd for approximately 0.5 miles to Unit 9
- Continue through Unit 9 on the 12-1E-15.2 Rd for approximately 1.2 miles to Unit 10
- Continue through Unit 10 on the 12-1E-15.2 Rd for approximately 0.6 miles to Unit 11

To Units 1-4

- From the 12-1E-16.2/15.2 jct., continue east on the 12-1E-16.2 Rd for approximately 0.2 miles
- Turn right on the 12-1E-15 Rd for approximately 0.2 miles
- Turn left on the 12-1E-15.1 Rd for approximately 2.1 miles to the walk-in portion of the 12-1E-15.1 Rd
- Walk in for approximately 0.6 miles on the 12-1E-15.1 Rd to Units 1-4

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

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 road maintenance obligation of fourteen-thousand, nine-hundred twenty-nine and 03/100ths dollars, (\$14,929.03), pay a rock wear obligation of ten-thousand three-hundred twenty-five and 01/100ths dollars, (\$10,325.01) 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 sixteen-thousand seven-hundred twenty-five and 70/100ths dollars, (\$16,725.70), pay a rockwear obligation of ten-thousand eight-hundred ninety-two, and 61/100ths dollars, (\$10,892.61), pay a road use obligation of nineteen-thousand one-hundred seventy-four and 00/100ths dollars, (\$19,174.00), 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 \$7,000.00. 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 will be required to maintain certain Weyerhaeuser controlled roads as shown on Exhibit E map.

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

Road Construction:

P (Unit 4), Road 12-1E-11.09, 525 feet, 14-foot subgrade, outsloped, no ditch, Surfacing - dirt, Usable width 12 feet.

P1 (Unit 4), Road 12-1E-11.07, 2065 feet, 14-foot subgrade, one foot ditch, Surfacing - dirt, Usable width 12 feet.

P2 (Unit 8), Road 12-1E-15.07, 260 feet, 14-foot subgrade, outsloped, no ditch, Surfacing – dirt, Usable width 12 feet.

P4 (Unit 9), Road 12-1E-16.01 EXT., segment C, 565 feet, 14-foot subgrade, outsloped, no ditch, Surfacing – dirt, Usable width 12 feet.

P5 (Unit 4), Road 12-11.08, 350 feet, 14-foot subgrade, outsloped, no ditch, Surfacing - dirt, Usable width 12 feet.

P12 (Unit 6), Road 12-1E-4.01, EXT., segment C, 200 feet, 14-foot subgrade, outsloped, no ditch, Surfacing - dirt, Usable width 12 feet.

P- (Unit 6), Road 12-1E-9.02, 905 feet, 14-foot subgrade, outsloped, no ditch, Surfacing – dirt, Usable width 12 feet.

P-1 (Unit 7), Road 12-1E-9.03, 950 feet, 14-foot subgrade, outsloped, no ditch, Surfacing – dirt, Usable width 12 feet.

P-2 (Unit 7), Road 12-1E-9.04, 205 feet, 14-foot subgrade, outsloped, no ditch, Surfacing - dirt, Usable width 12 feet.

Road Improvement:

Road 12-1E-15.01, D part, 0.57 mile, 16-foot subgrade, three foot ditch, Surfacing – Aggregate, Depth 12 inches, Usable width 12 feet.

Road 12-1E-16.01, B part, 0.07 mile, 16-foot subgrade, three foot ditch, Surfacing – Aggregate, Depth 12 inches, Usable width 12 feet.

Improvement will include but not be limited to, reshaping and realignment of roadway, removing non-merchantable trees from right-of-way, grubbing stumps, roadside brushing, blading, rocking, culvert installation and compaction of subgrade and shoulders.

Renovation:

Perform 8.10 miles of road blading and shaping the roadway, roadside brushing, spot ditch cleaning, cleaning inlet, outlet and barrel of all existing culverts and installation of new drainage structures.

Estimated Quantities:

Culvert and Flume:

Install 430 feet of 24 inch diameter culvert, 86 feet of 30 inch culvert, 46 feet of 48 inch culvert, 20 feet of 24 inch round down spout, including culvert bands and turner elbow. Construct 15 splash pads and Install culvert markers at new and existing culverts. Seed, fertilize and mulch culvert installation sites.

Aggregate Material:

QuantityDescription2840 cubic yards (truck measure)3 inch minus crushed rock500 cubic yards (truck measure)1½ inch minus crushed rock

Rock Sources:

2840 cubic yards to be purchased from a commercial source

The 500 cubic yards of aggregate to be removed from BLM stock piles. Stock piles are located on the 12-1E-15.04, 12-1E-15.06 and adjacent to road 12-1E-16.02 at approximate mile post 1.50. Aggregate to be hauled, processed and compacted for spot rocking purposes and culvert bedding.

30 cubic yards of riprap and splash pad material to be purchased from a commercial source.

Watering:

As needed

Rolling:

1 hour for every 150 cubic yards of crushed rock placed and new construction common fill material. 1 hour per 6 stations of new construction subgrades and natural surface roads renovated.

Major Structures:

None

Miscellaneous Items:

Slope Staking: none

Right-of-way Debris Disposal:

Debris resulting from new construction and renovation shall be disposed of by scattering on the downhill side of the existing road.

Purchase and install two 16 foot gates along with associated hardware and materials.

Final Maintenance:

Shape with grader 10.01 miles of road, place water bars on 1.27 miles of road and construct 4 debris or trench and berm barricades.

Decommission 0.11 mile of road, work will consist of scarifying the surface, re-establishment of natural drainage patterns, construct barricade and scattering of logging debris over running surface.

Seed and fertilize 5.40 acres; seed, fertilize and mulch 0.80 acre.

SPECIAL ATTENTION ITEMS:

Sec. 41.a-f. Reserved Timber
Sec. 42.h-k. Seasonal Restrictions
Sec. 42.c-6. Full suspension Yarding
Sec. 42.bb. Topping and Girdling of Trees

Seasonal Restriction Matrix

Seasonal Restriction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
No operations in Unit 5.												
No in-stream work.							·					
No road construction or hauling on natural surface roads.												
Skidding operations.												

Operations Restricted
No Restrictions

TIMBER SALE CONTRACT SPECIAL PROVISIONS

Sec. 41.

RESERVED

- a. All timber on the Reserve Area(s) shown on Exhibit A and all orange painted and posted 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 and Partial Harvest Areas shown on Exhibit A.
 - d. All timber inside the area posted as "Leave Island" as shown on Exhibit A.
- e. All snags and downed logs greater than twenty (20) inches diameter on the small end and greater than twenty (20) feet in length in Regeneration Harvest Area and Partial Harvest Area shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer. All snags and downed logs cut or moved for safety reasons shall be retained on site.
- f. All trees marked with yellow paint above and below stump height are to be felled in place and left on site or in a selected area as directed by the Authorized Officer. Trees may be moved if they pose a safety or operational concern with approval 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. 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 on the ground 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. Limit width of skid roads and/or skyline corridors to a maximum of twelve (12) feet.
- 4. Obtain approval from the Authorized Officer of the location of all designated skid roads and/or skyline corridors.
- 5. 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. Existing skid roads should be used to the greatest extent possible and be located perpendicular to the slope to minimize road cutting.
- 6. In areas where skyline yarding is necessary across stream channels, full suspension yarding is required within fifty (50) feet each side of the steam channel.
- d. Before cutting and removing any trees necessary to facilitate logging in the Partial Harvest Areas shown on Exhibit A, the Purchaser shall identify the location of skid trail, skyline corridors; tailhold, tieback, guyline, lift, intermediate support, and the clearing limits of landings on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the logging plan required in Sec. 42.b. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding the following conditions must be met:
 - 1. All skid trails and/or skyline corridors upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Authorized Officer, the width of each skid trail and/or skyline corridor shall be limited to twelve (12) feet.
 - 2. The Purchaser may immediately cut and remove additional timber to clear skid trails, skyline corridors; and provide tail hold, tieback, guyline, lift and intermediate support trees; and clear danger trees when the trees have been marked with a non-reserve color of paint above and below stump height by the Authorized officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Sec. 3.(b) of the contract or sufficient bonding has been provided in accordance with Sec. 3.(d) of the contract.
 - 3. The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract; or, the Authorized Officer determines that the trees otherwise reserved in Sec. 41 of the contract or any tree that exceeds forty (40) inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Sec. 8 of the contract.
 - 4. This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer

determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Sec. 10 of the contract constitutes a violation of the contract and under Sec. 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.

- 5. If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Sec. 8 or Sec. 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.
- e. In all Harvest Areas as shown on Exhibit A, fell all trees greater than seven (7) inches DBH, not painted orange or otherwise reserved in Section 41. Within Harvest Areas approved for skyline yarding hardwood tops and side branches must be free of the central stem so that such stem is reduced to the extent of that it is within a maximum of twenty (20) inches of the ground at all points.
- f. Excessive damage to the Reserve timber, as determined by the Authorized Officer, will result in suspension of operation until mitigation measures are in place to prevent further damage as directed by the Authorized Officer.
- g. 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.
- h. No operations within or accessing Unit 5 shall be conducted due to nesting and breeding season of the Northern Spotted Owl March 1st thru July 15th unless approved by the Authorized Officer.
- i. No in-stream work shall be conducted between October 15th of one calendar year and June 1st of the following calendar year both days inclusive.
- j. No road construction, or hauling on natural surface roads shall be conducted on the Contract Area between December 1st of one calendar year and May 31st of the following calendar year, both days inclusive, unless otherwise approved by the Authorized Officer.
- k. No ground-based yarding on all units as shown on Exhibit A from December 1st of one calendar year and May 31st of the following calendar year, both days inclusive, unless otherwise approved by the Authorized Officer.

SAFETY

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

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

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

ROAD CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND USE

- m. The Purchaser shall construct and renovate roads in strict accordance with the plans and specifications shown on Exhibit C which is attached hereto and made a part hereof.
- n. Any required construction or renovation of roads shall be completed and accepted prior to the removal of any timber, except right-of-way timber, over that road.
- o. The Purchaser shall not commence work until receipt of written notice to do so from the Authorized Officer.
- p. Upon completion of hauling the Purchaser shall water bar, construct barricades, seed, fertilize, mulch and decommission a certain road in accordance with the plans and specifications shown on Exhibit D and E, which are attached hereto and make a part hereof.

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

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
12-1E-15.01, A, B, C, D	2.94	BLM	ASC
12-1E-15.02, A/1-C part	2.55	BLM	ASC
12-1E-16.02, A, B, C	0.81	BLM	ASC

- r. Provided, that the Purchaser shall pay the Government a road maintenance obligation of fourteen thousand, nine hundred twenty-nine and 03/100 dollars (\$14,929.03) for the transportation of any timber included in this contract price and the hauling of rock as required in Exhibit C over said road. The above maintenance amount is for the use of 6.3 miles of road or less. Unless the total maintenance amount is paid prior to commencement of operations on the contract area, payments shall be made in installments payable in the same manner as and together with payments required by Sec. 3 of this contract.
- s. The Purchaser is authorized to use the roads listed below and shown on Exhibit E which are under the jurisdiction of the Bureau of Land Management for the removal of Government timber sold under the terms of this contract and the hauling of rock as required in Exhibit C, provided that the Purchaser comply with the conditions set forth in Section 42.u., and pay the required rockwear obligation described in Section 42.t. The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification of the contract.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
11-1E-32.01, B	0.30	BLM	ASC
12-1E-3.07	0.03	BLM	ASC
12-1E-4.00, D	0.18	BLM	ASC
12-1E-4.01, B part, C	0.15	BLM	NATURAL
12-1E-4.03	0.19	BLM	ASC
12-1E-4.04, B	0.12	BLM	NATURAL
12-1E-9.02	0.17	BLM	NATURAL
12-1E-9.03	0.18	BLM	NATURAL
12-1E-9.04	0.04	BLM	NATURAL
12-1E-11.07	0.39	BLM	NATURAL
12-1E-11.08	0.07	BLM	NATURAL

12-1E-11.09	0.10	BLM	NATURAL
12-1E-15.01, E	0.11	BLM	ASC
12-1E-15.04	0.05	BLM	ASC
12-1E-15.05	0.06	BLM	ASC
12-1E-15.07	0.05	BLM	NATURAL
12-1E-16.01	0.61	BLM	ASC, NATURAL

- t. The Purchaser shall also pay to the Government a road maintenance obligation for rockwear in the amount of ten thousand, three hundred twenty-five and 01/100 dollars (\$10,325.01), for the transportation of timber included in the contract price and for transportation of any mineral material required under terms of the contract over road or roads listed in Section 42.s. Unless the total maintenance amount is paid prior to commencement of operations on the contract area, payments shall be made in installments payable in the same manner as and together with payments required by Sec. 3 of this contract.
- u. Except for road maintenance in accordance with Section 42.q., the Purchaser shall perform any road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Purchaser Road Maintenance Specifications," of this contract which is attached hereto and made a part hereof.
- v. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. OR045540 (R.W.A. S-975) dated November 2, 1987 between the United States of America and Weyerhaeuser Company. These conditions include: Execution of a license agreement with Weyerhaeuser, payment to Weyerhaeuser Company a road use obligation of nineteen thousand one hundred seventy-four and 00/100 dollars (\$19,174.00), a road maintenance obligation of sixteen thousand seven hundred twenty-five and 70/100 dollars (\$16,725.70), and a rockwear obligation of ten thousand eight hundred ninety-two and 61/100 dollars (\$10,892.61), payable at execution of the license agreement. This document is available for inspection at the office of the Authorized Officer. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement. 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. The Purchaser will be required to carry liability insurance with limits of \$1,000,000.00/\$1,000,000.00/\$1,000,000.00 and furnish a performance bond in the amount of \$7,000.00.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
12-1E-09.01, All	1.04	Weyerhaeuser	ASC
12-1E-4.00, B, C	0.86	Weyerhaeuser	ASC
12-1E-4.01, A part	0.57	Weyerhaeuser	ABC
12-1E-4.02, A, B	0.64	Weyerhaeuser	ASC
12-1E-4.04, A	0.25	Weyerhaeuser	NATURAL
12-1E-4.05, part	0.54	Weyerhaeuser	ABC

11-1E-32.00, A, B/1	0.62	Weyerhaeuser	ASC
11-1E-32.01, A, A/1, C/1, C/2	2.04	Weyerhaeuser	ASC

- w. The Purchaser also 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.
- x. In the construction of road P12 (12-1E-4.01, segment C), and the renovation of roads 12-1E-4.04 and 12-1E-4.05 as shown on Exhibit C, the Purchaser shall comply with the conditions of the Right-of-Way and Road Use Agreement No.OR045540 (S-975) dated November 2, 1987 between the United States of America and Weyerhaeuser Company. 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.
- y. The Purchaser shall be required to secure written approval to use vehicles or haul equipment over Government-owned or private bridges or culvert structures when such vehicles or equipment exceed the maximum allowable weights or dimensions established by the State for vehicles operating without a permit.

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

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

Details shall include:

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

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

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ENVIRONMENTAL PROTECTION

- z. 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.
- aa. In addition 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.
- bb. The Purchaser shall saw top one hundred twenty-two (122) and base girdle one hundred twenty-two (122) 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.
- cc. 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

dd. 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

ee. 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 one hundred seventy five (175) 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-4.1, 12-1E-4.2, 12-1E-15.1, 12-1E-15.2, 12-1E-16.1, and 12-1E-16.2 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.

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

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

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

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

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

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

LOG EXPORT RESTRICTIONS

gg. 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 saw logs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8-3/4) inches in thickness; (3) split or round bolts or other round wood not processed to standards 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.

Exhibit A Watchtower Timber Sale Sheet 1 of 4

differential correction.

TIMBER SALE CONTRACT MAP - Contract No. ORN01-TS-2018.0105 T. 12 S. - R. 1 E., Section 11 W.M.



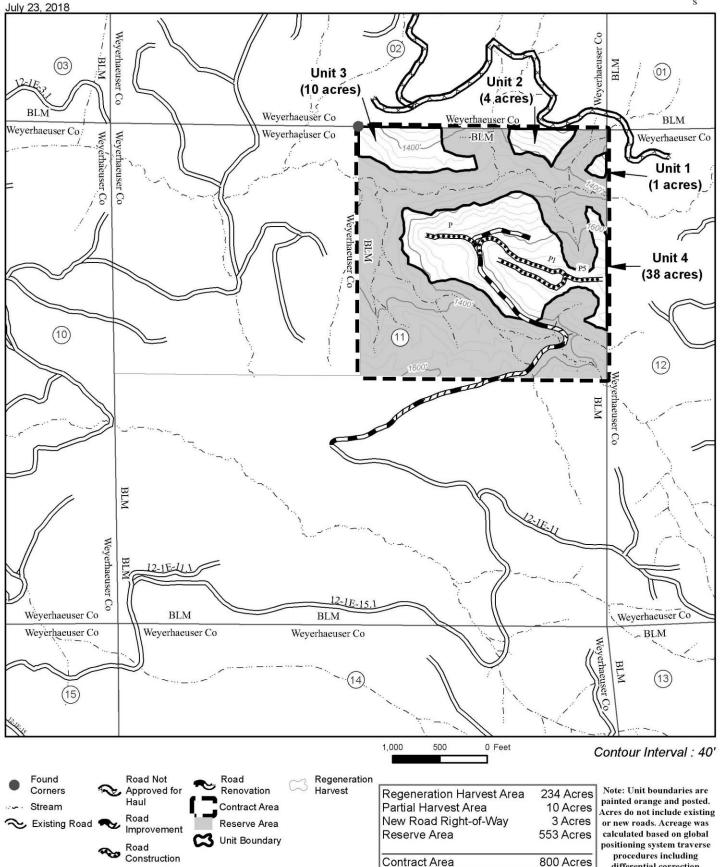
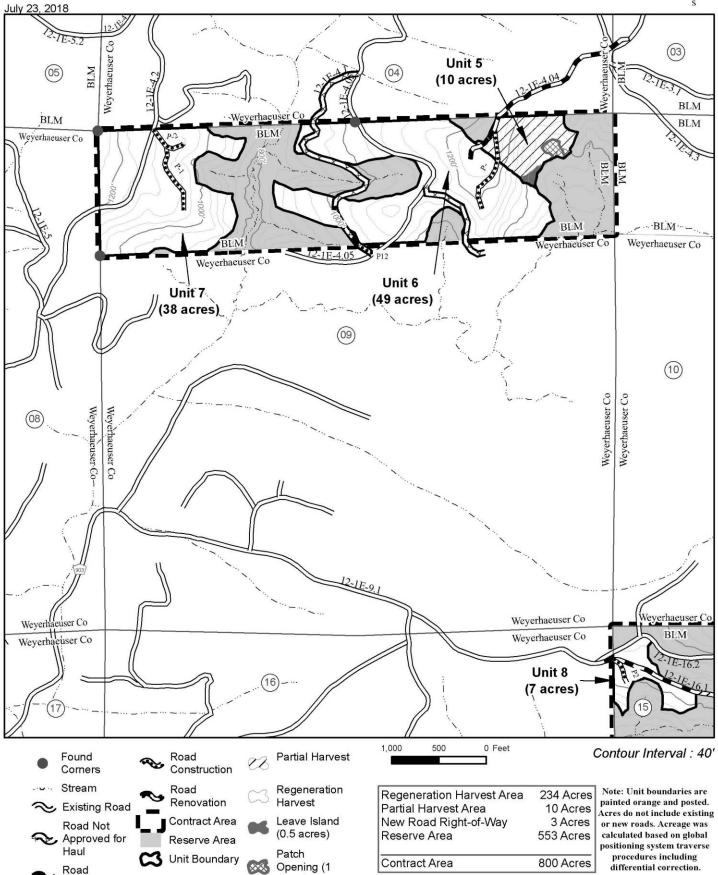


Exhibit A Watchtower Timber Sale Sheet 2 of 4

TIMBER SALE CONTRACT MAP - Contract No. ORN01-TS-2018.0105 T. 12 S. - R. 1 E., Section 9 W.M.





acres)

Improvement

Exhibit A Watchtower Timber Sale Sheet 3 of 4

TIMBER SALE CONTRACT MAP - Contract No. ORN01-TS-2018.0105 T. 12 S. - R. 1 E., Section 15 W.M.



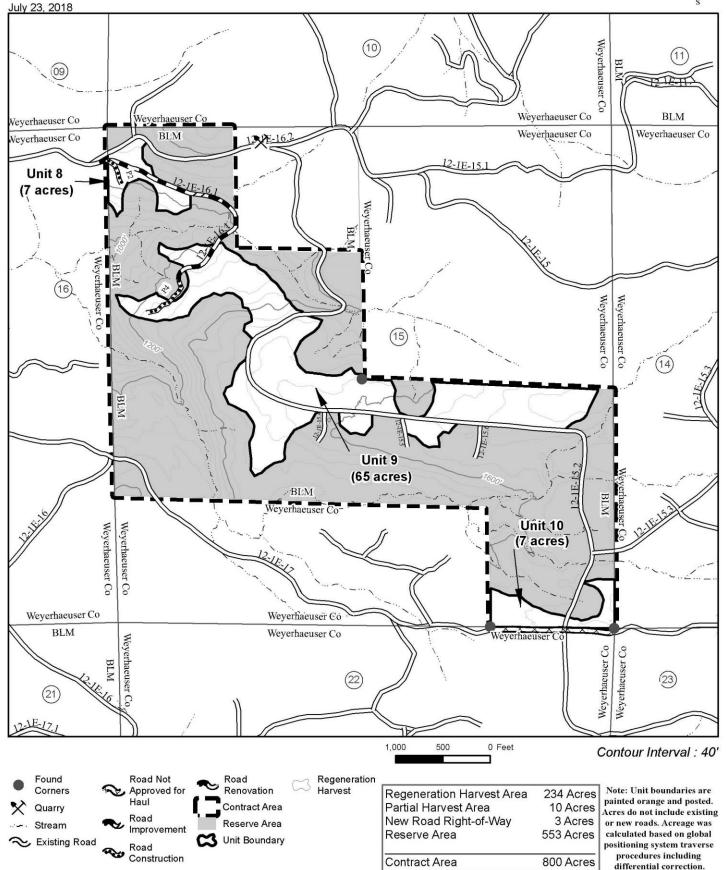
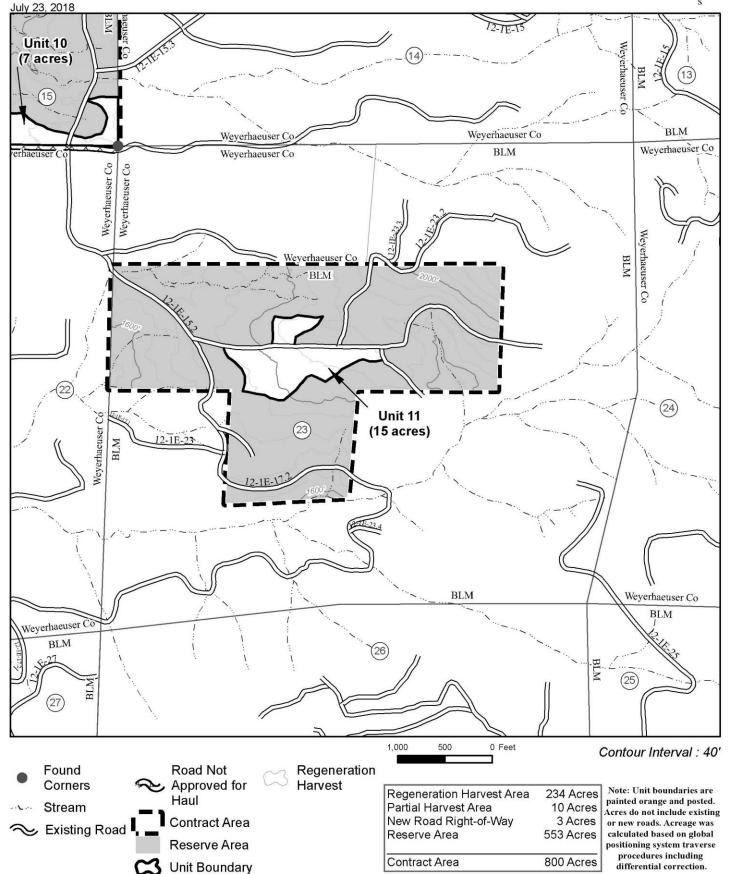


Exhibit A Watchtower Timber Sale Sheet 4 of 4

TIMBER SALE CONTRACT MAP - Contract No. ORN01-TS-2018.0105 T. 12 S. - R. 1 E., Section 23 W.M.





UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Contract No.
ORN01-TS-2018.0105
Watchtower

EXHIBIT B/PRE-SALE

5450-3

SPECIES	ESTIMATED VOLUM (Units Spec		JANTITY		PRICE PER UNIT	ESTIMATED VOLUME OR QUANTITY X UNIT PRICE
Western Hemlock		1,	257.0	MBF	\$247.60	\$311,233.20
Grandfir			544.0	MBF	\$262.80	\$142,963.20
Bigleaf Maple			375.0	MBF	\$66.60	\$24,975.00
Red Alder			25.0	MBF	\$281.30	\$7,032.50
Douglas Fir		7,	369.0	MBF	\$411.90	\$3,035,291.10
Western Redcedar			17.0	MBF	\$725.20	\$12,328.40
TOTALS			9,587.0	MBF		\$3,533,823.40
The apportionment of the total purchase	price is as follows:					
Unit 1						
Bigleaf Maple	1.0 MBF	Х	\$66.60	=	\$66.60	
Douglas Fir	44.0 MBF	X	\$411.90	=	\$18,123.60	
Total	45.0 Mbf				\$18,190.20	: 1.0 acres = \$18,190.20/Acre
Unit 2	40.0 MDF	V	6247.60		62 004 00	
Western Hemlock	16.0 MBF	X	\$247.60		\$3,961.60	
Grandfir	1.0 MBF	Х	\$262.80		\$262.80	
Bigleaf Maple	4.0 MBF	Х	\$66.60	=	\$266.40	
Douglas Fir	170.0 MBF	Х	\$411.90	=	\$70,023.00	
Total	191.0 Mbf				\$74,513.80	. 4.0 acres = \$18,628.45/Acre
<u>Unit 3</u>						
Western Hemlock	40.0 MBF	Х	\$247.60	=	\$9,904.00	
Grandfir	2.0 MBF	Х	\$262.80	=	\$525.60	
Bigleaf Maple	8.0 MBF	X	\$66.60	=	\$532.80	
Red Alder	1.0 MBF	Х	\$281.30	=	\$281.30	
Douglas Fir	380.0 MBF	Х	\$411.90	=	\$156,522.00	
Western Redcedar	1.0 MBF	Х	\$725.20	=	\$725.20	
Total	432.0 Mbf				\$168,490.90	÷ 10.0 acres = \$16,849.09/Acre

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Contract No. ORN01-TS-2018.0105 Watchtower

EXHIBIT B/PRE-SALE

5450-3

Unit 4						
Western Hemlock	151.0 MBF	X	\$247.60	=	\$37,387.60	
Grandfir	8.0 MBF	Х	\$262.80	*= *	\$2,102.40	
Bigleaf Maple	36.0 MBF	X	\$66.60	=	\$2,397.60	
Red Alder	4.0 MBF	Х	\$281.30	-	\$1,125.20	
Douglas Fir	1,610.0 MBF	X	\$411.90	=	\$663,159.00	
Western Redcedar	5.0 MBF	X	\$725.20	=	\$3,626.00	
Total	1814.0 Mbf				\$709,797.80	÷ 38.0 acres = \$18,678.89/Acre
Unit 5						
Western Hemlock	81.0 MBF	Х	\$247.60	=	\$20,055.60	
Grandfir	39.0 MBF	Х	\$262.80	=	\$10,249.20	
Bigleaf Maple	18.0 MBF	Х	\$66.60	x=x	\$1,198.80	
Red Alder	1.0 MBF	Х	\$281.30	=	\$281.30	
Douglas Fir	184.0 MBF	X	\$411.90	8 = 8	\$75,789.60	
Total -	323.0 Mbf				\$107,574.50	÷ 10.0 acres = \$10,757.45/Acre
<u>Unit 6</u>						
Western Hemlock	399.0 MBF	Х	\$247.60	=	\$98,792.40	
Grandfir	190.0 MBF	X	\$262.80	=	\$49,932.00	
Bigleaf Maple	87.0 MBF	Х	\$66.60	=	\$5,794.20	
Red Alder	4.0 MBF	X	\$281.30	=	\$1,125.20	
Douglas Fir	904.0 MBF	X	\$411.90	-	\$372,357.60	
Total -	1584.0 Mbf				\$528,001.40	÷ 49.0 acres = \$10,775.54/Acre
<u>Unit 7</u>						
Western Hemlock	310.0 MBF	Х	\$247.60	=	\$76,756.00	
Grandfir	147.0 MBF	Х	\$262.80	=	\$38,631.60	
Bigleaf Maple	67.0 MBF	X	\$66.60	=	\$4,462.20	
Red Alder	3.0 MBF	Х	\$281.30		\$843.90	
Douglas Fir	702.0 MBF	X	\$411.90	=	\$289,153.80	
- Total						÷ 38.0 acres = \$10,785.46/Acre

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Contract No. ORN01-TS-2018.0105 Watchtower

EXHIBIT B/PRE-SALE

5450-3

Unit 8						
Western Hemlock	28.0 MBF	X	\$247.60	2: - 4	\$6,932.80	
Grandfir	1.0 MBF	X	\$262.80		\$262.80	
Bigleaf Maple	6.0 MBF	X	\$66.60	=	\$399.60	
Red Alder	1.0 MBF	Х	\$281.30	=	\$281.30	
Douglas Fir	297.0 MBF	X	\$411.90	=	\$122,334.30	
Western Redcedar	1.0 MBF	X	\$725.20	=	\$725.20	
Total	334.0 Mbf				\$130,936.00	- 7.0 acres = \$18,705.14/Acre
Unit 9						
Western Hemlock	97.0 MBF	X	\$247.60	=	\$24,017.20	
Grandfir	132.0 MBF	X	\$262.80	8 — 8	\$34,689.60	
Bigleaf Maple	109.0 MBF	X	\$66.60	=	\$7,259.40	
Red Alder	6.0 MBF	X	\$281.30	=	\$1,687.80	
Douglas Fir	1,849.0 MBF	X	\$411.90	=	\$761,603.10	
Western Redcedar	3.0 MBF	X	\$725.20	=	\$2,175.60	
Total	2196.0 Mbf				\$831,432.70	÷ 65.0 acres = \$12,791.27/Acre
<u>Unit 10</u>						
Western Hemlock	28.0 MBF	X	\$247.60	-	\$6,932.80	
Grandfir	1.0 MBF	Х	\$262.80	=	\$262.80	
Bigleaf Maple	6.0 MBF	X	\$66.60	:=:	\$399.60	
Red Alder	1.0 MBF	X	\$281.30	=	\$281.30	
Douglas Fir	297.0 MBF	X	\$411.90	-	\$122,334.30	
Western Redcedar	1.0 MBF	X	\$725.20	=	\$725.20	
Total	334.0 Mbf				\$130,936.00	÷ 7.0 acres = \$18,705.14/Acre

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Contract No.

ORN01-TS-2018.0105

Watchtower

EXHIBIT B/PRE-SALE

5450-3

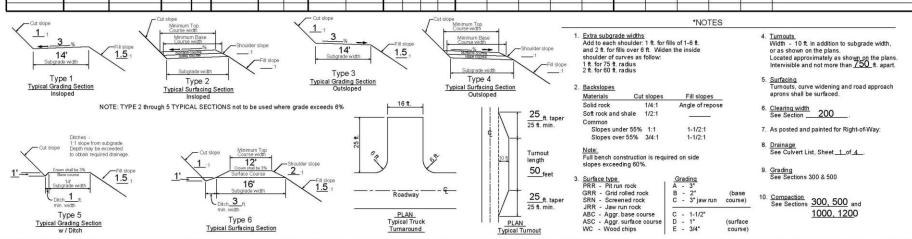
Total	389.0 Mbf				\$143,956.30 3.0 acres = \$47,985.43/Acre
Western Redcedar	4.0 MBF	X	\$725.20	=	\$2,900.80
Douglas Fir	297.0 MBF	X	\$411.90	8 .	\$122,334.30
Red Alder	2.0 MBF	Х	\$281.30	=	\$562.60
Bigleaf Maple	19.0 MBF	X	\$66.60	-	\$1,265.40
Grandfir	20.0 MBF	X	\$262.80	=	\$5,256.00
Western Hemlock	47.0 MBF	Х	\$247.60		\$11,637.20
<u>Unit RW</u>					
Total	716.0 Mbf				\$280,146.30 ÷ 15.0 acres = \$18,676.42/Ac
Western Redcedar	2.0 MBF	Х	\$725.20	=	\$1,450.40
Douglas Fir	635.0 MBF	X	\$411.90		\$261,556.50
Red Alder	2.0 MBF	X	\$281.30		\$562.60
Bigleaf Maple	14.0 MBF	X	\$66.60	=	\$932.40
Grandfir	3.0 MBF	X	\$262.80	8 -	\$788.40
Western Hemlock	60.0 MBF	X	\$247.60	=	\$14,856.00
<u>Unit 11</u>					

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

150: ROAD PLAN AND DETAIL SHEET

EXHIBIT C Watchtower ORN01-TS-2018.0105 Sheet 8 of 33

	STATION OR MILE POST	TO STATION OR MILE POST	тя	L IYPE	ALIGNMENT	ROAD (*1 8		GRAD	DIENT		CLEARING WIDTH (*7)		SURFACING (*5)										
ROAD NUMBER AND SEGMENT			LENGTH mi. or sta.	SECTION 1	Minimum Radius of Curve	Subgrd.	Ditch		Maximum	Beyond		Existing						SURFACE COURSE				REMARKS	
			<u> </u>			Subgra.	Ditch	Favorable	Adverse	Top Cut	Toe Fill	Secretary and	Minimum	Comp. Depth	Surface Type (*3)	Grading Size (*3)		Minimum Width	Comp. Depth	Surface Type (*3)	Grading Size (*3)		
11-1E-32.01, B	0.15	0.45	0.30	6																	ř.		Renovation
12-1E-3.07	0.00	0.03	0.03	6											1								Renovation
12-1E-4.00, D	1.21	1.39	0.18	6												1	,						Renovation
12-1E-4.01 Bpart	0.83	0.94	0.11	3													0.				Ü		Renovation
12-1E-4.01, C	P12 0+00	P12 2+00	0.04	3	75'	14'		-	16%												,		New Construction
12-1E-4.03, F	1.86	2.05	0.19	6																	1		Renovation
12-1E-4.04, A, B	0.00	0.37	0.37	3																			Renovation
12-1E-4.05, part	0.00	0.54	0.54	6																			Renovation
12-1E-9.02	P- 0+00	P- 9+05	0.17	3	75'	14'		-	9%														New Construction
12-1E-9.03	P-1 0+00	P-1 9+50	0.18	3	75'	14'		-	11%	$\overline{}$													New Construction
12-1E-9.04	P-2 0+00	P-2 2+05	0.04	3	75'	14'	- 1		12%								8				0		New Construction
12-1E-11.07	P1 0+00	P1 20+65		6	75'	16'	3	16%	11%														New Construction
12-1E-11.08	P5 0+00	P5 3+50	0.39	3	75'	14'		-	7%														New Construction
12-1E11.09	P 0+00	P 5+25	0.10	3	75'	14'		-	16%								8				.0		New Construction
12-1E-15.01, A-E	0.00	2.48	2.48	6													-						Renovation
12-1E-15.1, Dpart	2.37	2.94	0.57	6	75'	16'	3											12'	12"	ASC	3"	3	Improvement
12-1E-15.2, A-C	0.00	2.55	2.55	6																			Renovation
12-1E-15.04	0.00	0.05	0.05	3																			Renovation
12-1E-15.05	0.00	0.06	0.06	3																			Renovation
12-1E-15.07	P2 0+00	P2 2+60	0.05	3	75'	14'		-	16%								Ŷ.				Ö.		New Construction
12-1E-16.2,Bpart	0.11	0.18	0.07	6	75'	16'	3	10%	6%									12'	12"	ASC	3"	3	Improvement
12-1E-16.1, A, B	0+00	0.43	0.43	6																			Renovation
12-1E-16.1,Bpart	P4 0+00	P4 5+65	0.11	3	75'	14'		10%	9%														New Construction
12-1E-16.02, A-C	0+00	0.81	0.81	6																			Renovation
																	2						
													1										
				T		8				\vdash			1			1	(4		
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				\Box																			



						С	ULV	ER	ΓΙ	_IST							NOTE:
	(CULVER	T LOCAT	IONS								A			1. DESIGNED CULVERT LENGTHS		
DESIGNED 🛆 AS BUILT											DOWNSPOUT					_	AND LOCATIONS ARE APPROXIMATE.
ROAD NO. STATION OR M.P.	SIZE	CAGE	ENGTH	SKEW	INSTAL- LATION TYPE	ROAD STATI	ON	SIZE	CAGE	ENGTH	TYPE	SIZE	LENGTH	TYPE OF	CULVERT	REMARKS	ALL CULVERTS HAVE 2 2/3" X 1/2" CORRUGATIONS UNLESS OTHERWISE NOTED.
12-1E-15.01	WILL SELECTION OF THE PROPERTY					1177999 176	estate		00.00								SEE CULVERT INSTALLATION SHEET.
Number 2	24"	CMP		30°	3										Х	New, Construct Splash Pad	A DOWN SPOUT TYPES:
Number 3	24" 30"	CMP		30°	3			- 4					-		X	New, Construct Splash Pad	1. FULL ROUND
Number 4 Number 5	48"	CMP		Creek			-	_					-			New, in Creek, Splash Pad New, in Creek, Splash Pad	2. HALF ROUND
Number 6	30"	CMP		Creek			-			1						New, In Creek, Splash Pad	3. RECTANGULAR FLUME
Number 7	24"	CMP		Creek			-				СМР	24"	20'	2	Х	Replace, 30 C.Y. Riprap	
Number 8	24"	CMP		Same										-	X	Replace, Construct Splash Pad	FABRICATED
12-1E-16.01	La Desperant	Description in	and the second		441					000							2. TURNER TYPE
Number 1	24"	CMP		Same											Х	Replace, Construct Splash Pad	 SLIP JOINT. INCLUDE SPECIAL SECTIONS,
Number 2	24"	CMP		Seep								8			X	New, In Seep, Splash Pad	STRUCTURES, HEADWALLS,
Number 3 Number 4	24" 24"	CMP		Creek				-							X	Replace, Construct Splash Pad Place in Creek, Splash Pad	FOOTINGS, AND OTHER DATA.
12-1E-11.07	24	CMP	40	Same	3	-							-		Λ	Place in Creek, Spiash Pad	A CPP=Corrugated Plastic Pipe, 24"
As Directed	24"	CMP	40'	Ditch	3		-					8	-		х	New, Splash Pad	diameter pipe may be either CPP
As Directed	24"	CMP		Ditch											x	New, Splash Pad	or Aluminized Steel, 16 gage.
As Directed	24"	CMP		Ditch											X	New, Splash Pad	GAGE CHART
																	STEEL & ALUM. DEC. EQUIV. STEEL ALUM. 10 138 .135 12 .109 .105 14 .079 .075 16 .064 .060 ALWAYS THINK SAFETY
-		ļ.,				10	- 8	Į.			ROUN	ID PIF	E CUL				UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Land Management
			-88	-					-	NA.							SALEM DISTRICT - OREGON
PIPE ARC	H CUL		IGTH	-	STRUCTI MATL SIZE		LATE C		-	See Section	24' n 30'	14	/2\ /2\	43		DOWN SPOUTS 4	CULVERT SUMMARY
										400 &	48	14	/2	4		CMP 24" 20'	A THE TAX A PROPERTY OF THE PR
									38	Plan Map		4	Total	56	2'		DRAWN Sleven Otterick SCALE not to scale DATE 2014 SHEET 1 0" 4
v o	100	**	The same	***	**	dr dr	1	St.	**	300 3956	W.	10	16:	X 1115	- 15	to at at the	Pog Sol NORTH

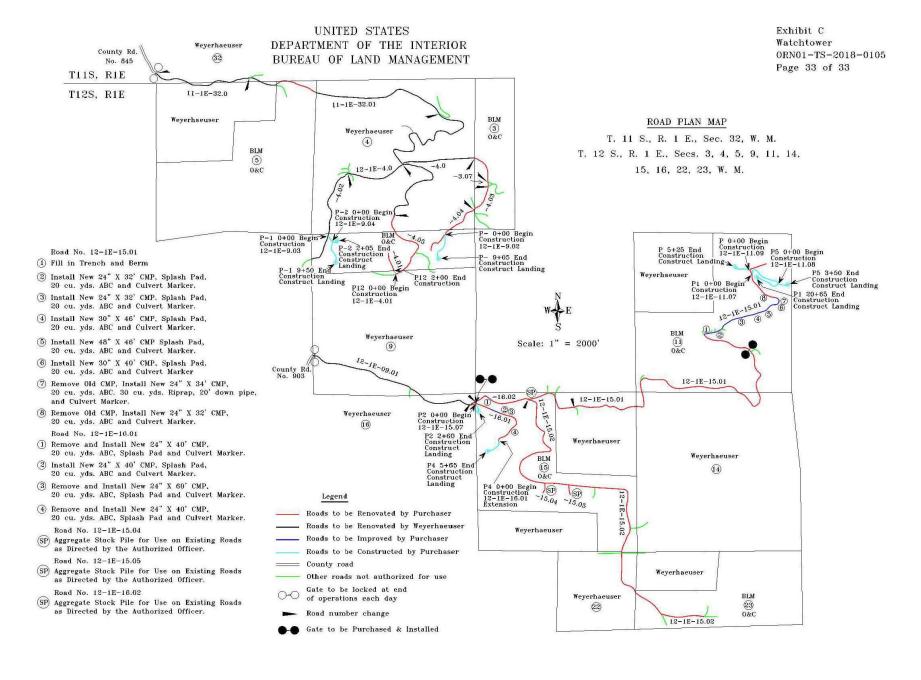
OR080 5430-17 Sheet 1 of 4 Sole **Watchtower**Report 16 of 33

U.S. DEPT. OF THE INTERIOR

S. Bureau of Land Management

NORTHWEST OREGON DISTRICT

S. S. Contract No. ORNO1-TS-2018.0105



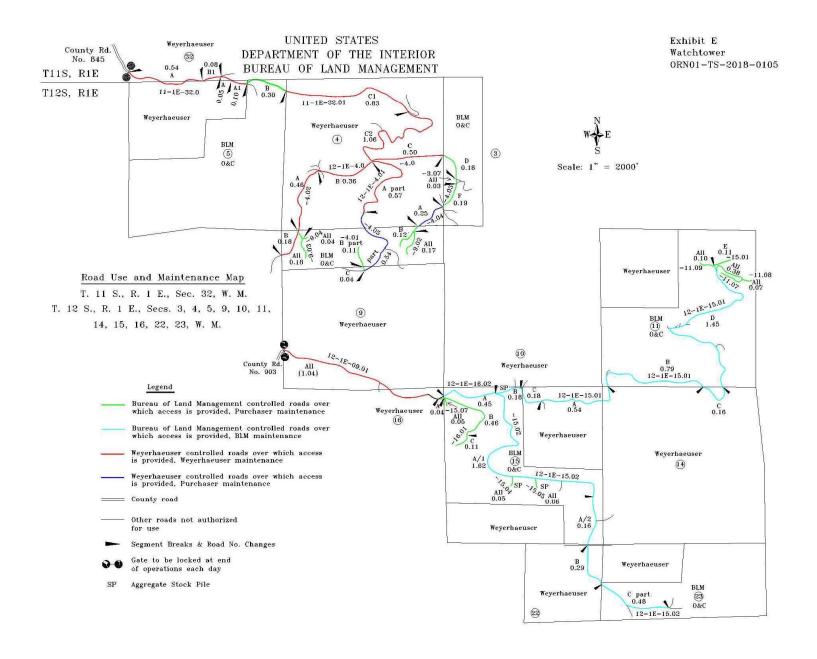


Exhibit G WatchTower ORN01-TS-2018.0105 Page 1 of 1

Special Provisions for Ripping

- 1. Ripping shall be accomplished with rear-mounted rippers mounted on a D-6 equivalent or larger crawler tractor.
- 2. If the spacing between ripper shanks exceeds 30 inches, additional passes, offset by half the distance between ripped shanks, shall be required to achieve a maximum distance of 30 inches between furrows.
- 3. The ripper shall rip to a twenty-nine (29) inch minimum depth and shall sufficiently loosen compacted soil. Multiple passes may be required to achieve this standard.
- 4. The Purchaser shall rip the entire compacted width of the road, landing, and/or other compacted area, as directed by the Authorized Officer. Purchaser shall not rip through culverts on existing roads to be ripped.
- 5. Prior to commencement of ripping operation, all equipment shall meet the approval of the Authorized Officer.
- 6. Areas, which in the opinion of the Authorized Officer, have been recompacted by equipment travel after ripping, shall be re-ripped.

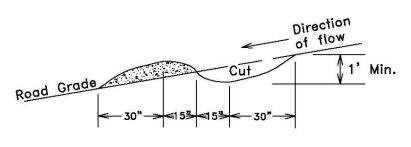
U.S. DEPARTMENT OF THE INTERIOR Bureau of Land Management Northwest Oregon District

EXHIBIT H

ORNO1-TS-2018-0105

Watchtower

Sheet 1 of 2

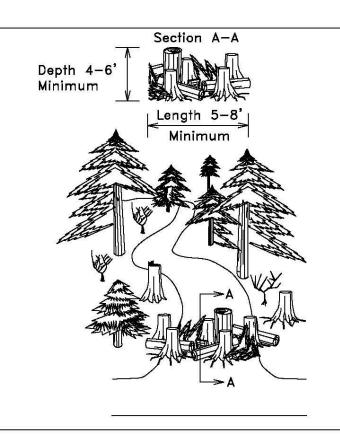


- 1. Waterbars shall be constructed as shown.
- 2. Exact locations will be flagged by the Authorized Officer prior to construction.
- 3. All waterbars shall be skewed 30 degrees.
- 4. Waterbars shall extend from the cut bank to the fill slope and be readily crossed by passenger type vehicles.
- 5. See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

Typical Waterbar Details (Not to scale)

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

- Roads shall be blocked as shown using available debris
- All barricade material shall be stockpiled in a large configuration of stumps, logs, large rocks, woody material and earth. Earth will be used to aid debris from being cut or removed from the site.
- Barricade locations will be flagged by the Authorized Officer prior to construction
- 4. The barricade shall span the entire width of the roadway and shall sufficiently block all vehicular access to the road



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

Exhibit H
ORN01-TS-2018.0105
Watchtower
Sheet 2 of 2

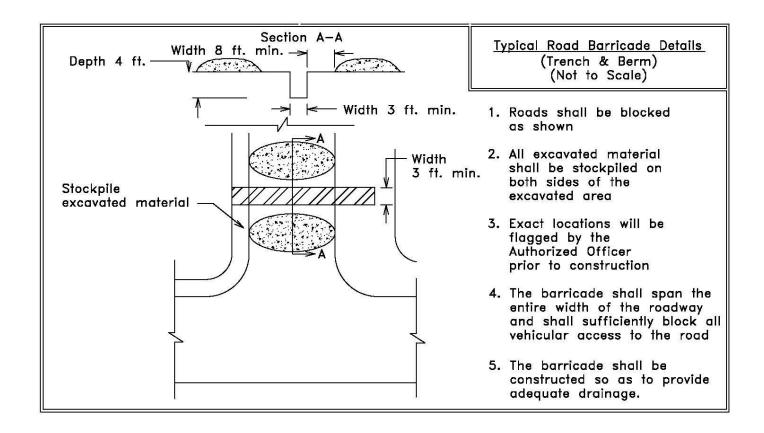


EXHIBIT I SPECIFICATIONS FOR TREE TOPPING AND BASAL GIRDLING

GENERAL:

- 1. Designated conifer trees shall have tops removed (topping) by saw cutting or be 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 50 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.

SAW 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).
- 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. 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.

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Linn	125	1 E	11	NE1/4	Willamette
O&C	Linn	125	1 E	15	NW1/4 NW1/4, S1/2 NW1/4, N1/2 SW1/4, N1/2 SE1/4, SE1/4 SE1/4	Willamette
O&C	Linn	125	1 E	23	SW1/4 NE1/4, S1/2 NW1/4, NE1/4 SW1/4	Willamette
O&C	Linn	125	1 E	9	N1/2 NE1/4, N1/2 NW1/4	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	7,369.0	7,733.0	7,748.0	91,436	786	16,474
Western Hemlock	1,257.0	1,374.0	1,392.0	20,211	97	5,200
Grandfir	544.0	573.0	573.0	5,299	0	856
Bigleaf Maple	375.0	649.0	666.0	9,579	7,054	5,999
Red Alder	25.0	28.0	28.0	626	119	407
Western Redcedar	17.0	19.0	19.0	205	0	133
Totals	9,587.0	10,376.0	10,426.0	127,356	8,056	29,069

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
234.0	10.0	3.0	247.0	38.8

2
\$1,416,080.29
\$373,536.00
\$145,916.34
\$75,280.72
\$19,174.00
\$50,053.00
\$2,080,040.35

Lagging Casts

Total Logging Cost per MBF: \$216.96

Utilization Centers

Location Distance		% of Net Volume
Sweet Home	25.0 miles	100 %
	Profit & Ris	sk
Basic Profit & R	9 %	
Additional Risk	3 %	
Total Profit & F	12 %	

Tract Features

16.7 in
81 bf
38.8 mbf
92 %
9,587.0 mbf
0 mbf
0 mbf
60 %
15 %
400 ft
40 %
35 %
800 ft
0 %
0 %
0 ft

Cruise

Cruise Completed November 2017
Cruised By M. Rainey, J. Rainey, J. Poteet
Cruise Method

The timber volumes for the Partial Harvest Area and Regeneration areas were based on a variable plot cruise for estimating the board foot volume of trees. Plots were measured using a 20 basal factor. The Right-of-Way volume is based on a 3P cruise for estimating the board foot volume of trees.

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	16,474	7,369.0	\$714.61	\$85.75	\$216.96	\$0.00	\$411.90	\$3,035,291.10
Western Hemlock	5,200	1,257.0	\$527.91	\$63.35	\$216.96	\$0.00	\$247.60	\$311,233.20
Grandfir	856	544.0	\$545.15	\$65.42	\$216.96	\$0.00	\$262.80	\$142,963.20
Bigleaf Maple	5,999	375.0	\$322.20	\$38.66	\$216.96	\$0.00	\$66.60	\$24,975.00
Red Alder	407	25.0	\$566.20	\$67.94	\$216.96	\$0.00	\$281.30	\$7,032.50
Western Redcedar	133	17.0	\$1,070.58	\$128.47	\$216.96	\$0.00	\$725.20	\$12,328.40
Totals	29,069	9,587.0						\$3,533,823.40

Percent of Volume By Log Grade

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Grandfir				84.0 %	15.0 %	1.0 %	
Species	No. 1 & 2 Peeler	No. 3 Peeler	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Rur
Douglas Fir			2.0 %	74.0 %	23.0 %	1.0 %	
Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill		Camp Run
Red Alder							100.0 %
Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill			Camp Run
Western Redcedar							100.0 %
Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western Hemlock				64.0 %	31.0 %	5.0 %	
Species							
Bigleaf Maple	İ						100.0 %

Unit Summary

Unit: 1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	44.0	48.0	48.0	57
Bigleaf Maple	1.0	1.0	1.0	21
Totals:	45.0	49.0	49.0	78

Net Volume/Acre: 45.0 MBF

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

Unit: 2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	170.0	178.0	178.0	231
Western Hemlock	16.0	17.0	17.0	61
Bigleaf Maple	4.0	4.0	4.0	42
Grandfir	1.0	1.0	1.0	1
Totals:	191.0	200.0	200.0	335

Net Volume/Acre: 47.8 MBF

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

Unit: 3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	380.0	399.0	399.0	519
Western Hemlock	40.0	42.0	42.0	151
Bigleaf Maple	8.0	10.0	10.0	94
Grandfir	2.0	2.0	2.0	1
Western Redcedar	1.0	1.0	1.0	6
Red Alder	1.0	1.0	2.0	25
Totals:	432.0	455.0	456.0	796

Net Volume/Acre: 43.2 MBF

Regeneration Harvest	10.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	10.0

Unit: 4

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	1,610.0	1,697.0	1,698.0	2,190
Western Hemlock	151.0	159.0	159.0	576
Bigleaf Maple	36.0	43.0	43.0	432
Grandfir	8.0	8.0	8.0	5
Western Redcedar	5.0	6.0	6.0	24
Red Alder	4.0	7.0	6.0	101
Totals:	1,814.0	1,920.0	1,920.0	3,328

Net Volume/Acre: 47.7 MBF

Regeneration Harvest	38.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	38.0

Unit: 5

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	184.0	193.0	192.0	412
Western Hemlock	81.0	90.0	92.0	344
Grandfir	39.0	41.0	41.0	39
Bigleaf Maple	18.0	40.0	42.0	321
Red Alder	1.0	1.0	1.0	3
Totals:	323.0	365.0	368.0	1,119

Net Volume/Acre: 32.3 MBF

Regeneration Harvest	0.0
Partial Cut	10.0
Right of Way	0.0
Total Acres:	10.0

Unit: 6

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	904.0	944.0	944.0	2,017
Western Hemlock	399.0	443.0	449.0	1,683
Grandfir	190.0	201.0	201.0	191
Bigleaf Maple	87.0	198.0	207.0	1,572
Red Alder	4.0	4.0	4.0	15
Totals:	1,584.0	1,790.0	1,805.0	5,478

Net Volume/Acre: 32.3 MBF

Regeneration Harvest	49.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	49.0

Unit: 7

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	702.0	731.0	731.0	1,564
Western Hemlock	310.0	344.0	348.0	1,305
Grandfir	147.0	156.0	156.0	148
Bigleaf Maple	67.0	154.0	160.0	1,219
Red Alder	3.0	3.0	3.0	11
Totals:	1,229.0	1,388.0	1,398.0	4,247

Net Volume/Acre: 32.3 MBF

Regeneration Harvest	38.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	38.0

Unit: 8

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	297.0	313.0	313.0	403
Western Hemlock	28.0	29.0	29.0	106
Bigleaf Maple	6.0	8.0	8.0	74
Grandfir	1.0	1.0	1.0	1
Western Redcedar	1.0	1.0	1.0	4
Red Alder	1.0	1.0	1.0	18
Totals:	334.0	353.0	353.0	606

Net Volume/Acre: 47.7 MBF

Regeneration Harvest	7.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	7.0

Unit: 9

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	1,849.0	1,935.0	1,950.0	7,233
Grandfir	132.0	138.0	138.0	434
Bigleaf Maple	109.0	143.0	143.0	1,794
Western Hemlock	97.0	106.0	105.0	454
Red Alder	6.0	6.0	6.0	150
Western Redcedar	3.0	3.0	3.0	76
Totals:	2,196.0	2,331.0	2,345.0	10,141

Net Volume/Acre: 33.8 MBF

Regeneration Harvest	65.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	65.0

Unit: 10

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	297.0	313.0	313.0	403
Western Hemlock	28.0	29.0	29.0	106
Bigleaf Maple	6.0	8.0	8.0	74
Grandfir	1.0	1.0	1.0	1
Western Redcedar	1.0	1.0	1.0	4
Red Alder	1.0	1.0	1.0	18
Totals:	334.0	353.0	353.0	606

Net Volume/Acre: 47.7 MBF

Regeneration Harvest	7.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	7.0

Unit: 11

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	635.0	670.0	670.0	864
Western Hemlock	60.0	63.0	63.0	227
Bigleaf Maple	14.0	17.0	17.0	158
Grandfir	3.0	3.0	3.0	2
Western Redcedar	2.0	2.0	2.0	9
Red Alder	2.0	2.0	2.0	38
Totals:	716.0	757.0	757.0	1,298

Net Volume/Acre: 47.7 MBF

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

Unit: RW

Species	Net	Gross	Gross	# of Trees
		Merch		
Douglas Fir	297.0	312.0	312.0	581
Western Hemlock	47.0	52.0	59.0	187
Grandfir	20.0	21.0	21.0	33
Bigleaf Maple	19.0	23.0	23.0	198
Western Redcedar	4.0	5.0	5.0	10
Red Alder	2.0	2.0	2.0	28
Totals:	389.0	415.0	422.0	1,037

Net Volume/Acre: 129.7 MBF

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	3.0
Total Acres:	3.0

Total Stump To Truck	Net Volume	\$/MBF
\$1,416,080.29	9,587.0	\$147.71

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	365.0	\$225.40	\$82,271.00	Partial Harvest Unit
Cable: Yarder	GM	3,785.0	\$169.05	\$639,854.25	
Track Skidder	GM	5,808.0	\$110.78	\$643,410.24	
Track Skidder	GM MBF	97.0	\$92.32	\$8,955.04	Private Timber
Track Skidder R/W	GM	418.0	\$92.32	\$38,589.76	
Subtotal				\$1,413,080.29	

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
Shovel	Each	1.0	\$750.00	\$750.00	Provided for distance between the 11 units
Cable: Yarder	Each	1.0	\$750.00	\$750.00	Provided for distance between the 11 units
Track Skidder	Each	2.0	\$750.00	\$1,500.00	Provided for distance between the 11 units
Subtotal				\$3,000.00	

Comments:

5mbf/Load, Fuel - \$2.00 gallon

Total	Net Volume	\$/MBF
\$373,536.00	9,587.0	\$38.96

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Sweet Home	25.0	Haul	GM MBF	10,376.0	\$36.00	\$373,536.00	100 %

Comments:

Mileage to Sweethome = 25 miles; 40 mins x 2 (RT) = 80 mins; 30 mins (load/unload) = 110 RTM; 110 mins = 2 hrs (rounded); $2 \times $90 \text{ hr} = $180/5 \text{ mbf} = 36 per thousand

Engineering Allowances

Total	Net Volume	\$/MBF
\$240,371.06	9,587.0	\$25.07

Cost Item	Total Cost
Road Construction:	\$145,916
Road Maintenance/Rockwear:	\$75,280
Road Use Fees:	\$19,174

Comments:

Road use fees to Weyco \$19,174.00; Rockwear fees to Weyco \$10,892.61; Road maintenance fees to Weyco \$16,725.70; BLM maintenance \$14,929.03; BLM rockwear \$10,325.01; Exhibit D Costs \$22,408.37

Total	Net Volume	\$/MBF
\$50,053.00	9,587.0	\$5.22

Environmental Protection

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

Miscellaneous

Cost item	Total Cost
Basal Girdling Trees	\$2,928.00
Saw-Topping Trees	\$8,540.00
Subtotal	\$11,468.00

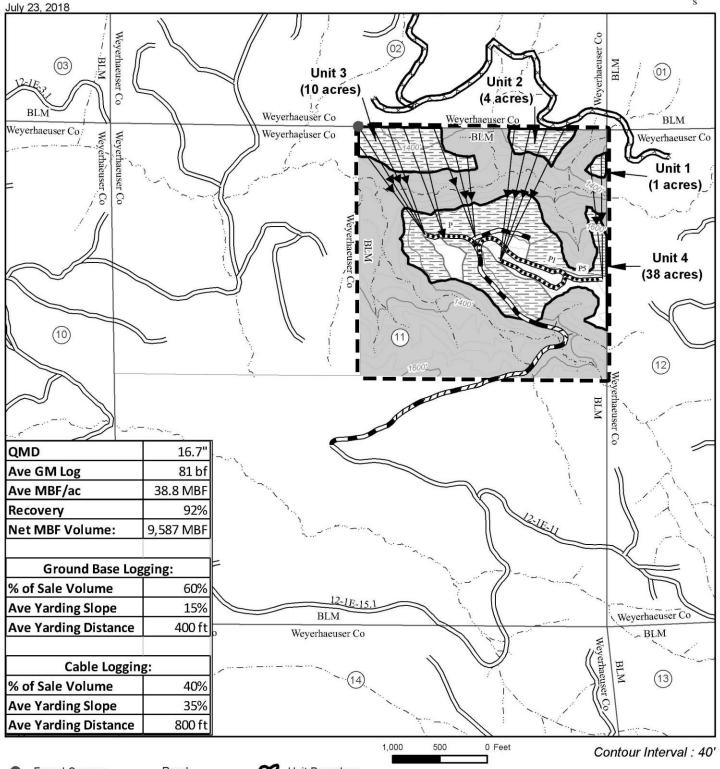
Slash Disposal & Site Prep

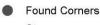
Cost item	Total Cost
Landing Pile Cover, Burn	\$1,425.00
Pile Burn	\$5,025.00
Lop and Scatter	\$6,860.00
Machine Pile Construction, Cover	\$25,125.00
Subtotal	\$38,435.00

Appraisal Map Watchtower Timber Sale Sheet 1 of 4

TIMBER SALE APPRAISAL MAP - Contract No. ORN01-TS-2018.0105 T. 12 S. - R. 1 E., Section 11 W.M.

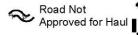








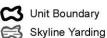






Road Construction





Ground Yarding



Regeneration Harvest Area	234 Acres
Partial Harvest Area	10 Acres
New Road Right-of-Way	3 Acres
Reserve Area	553 Acres
Contract Area	800 Acres

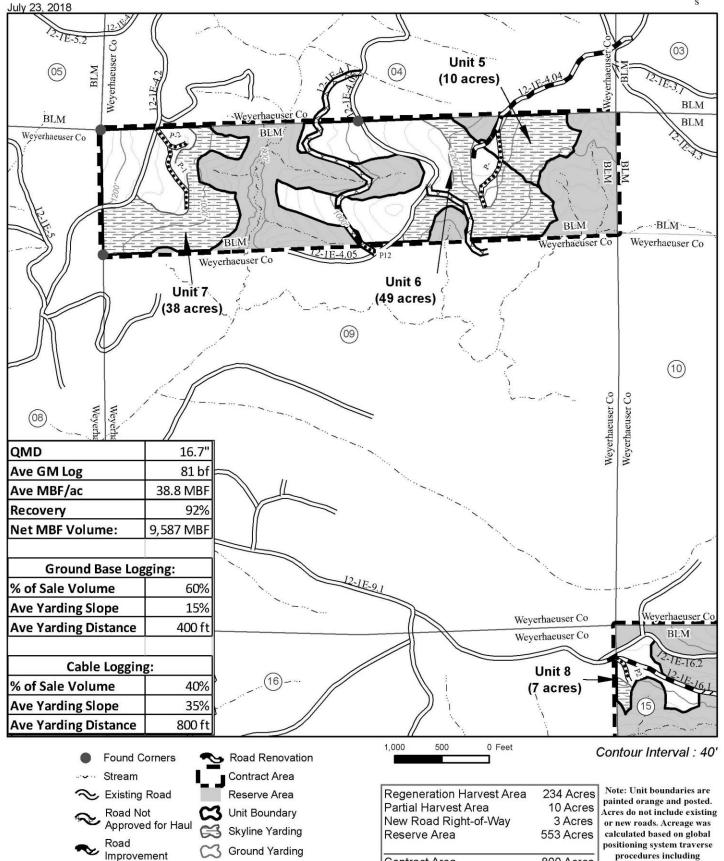
Note: Unit boundaries are painted orange and posted. Acres do not include existing or new roads. Acreage was calculated based on global positioning system traverse procedures including differential correction.

Appraisal Map Watchtower Timber Sale Sheet 2 of 4

TIMBER SALE APPRAISAL MAP - Contract No. ORN01-TS-2018.0105

T. 12 S. - R. 1 E., Section 9 W.M.





Contract Area

Road Construction

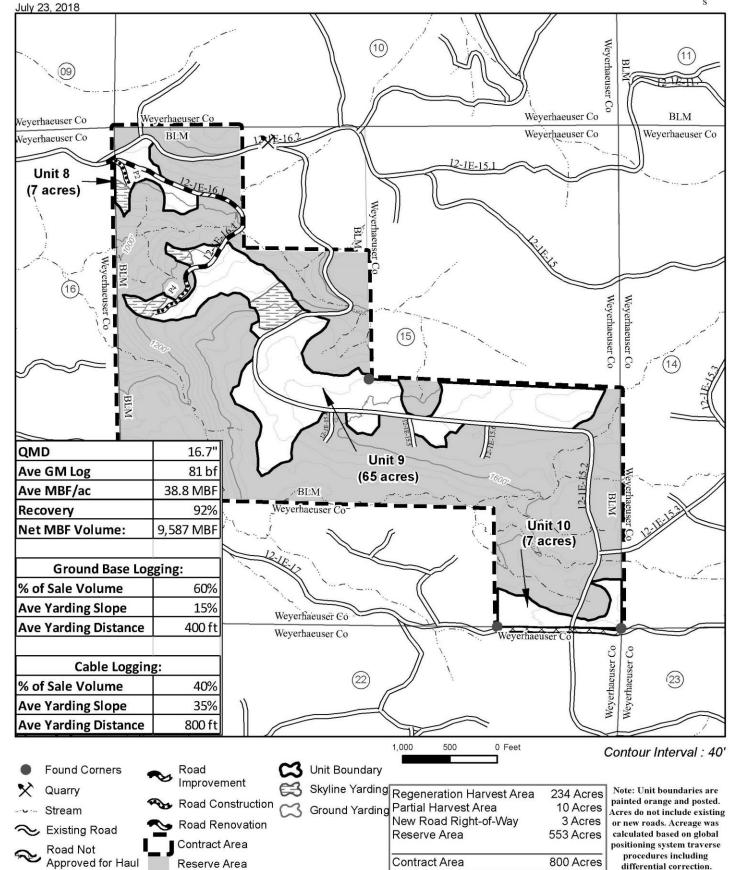
800 Acres

differential correction.

Appraisal Map Watchtower Timber Sale Sheet 3 of 4

TIMBER SALE APPRAISAL MAP - Contract No. ORN01-TS-2018.0105 T. 12 S. - R. 1 E., Section 15 W.M.

W N

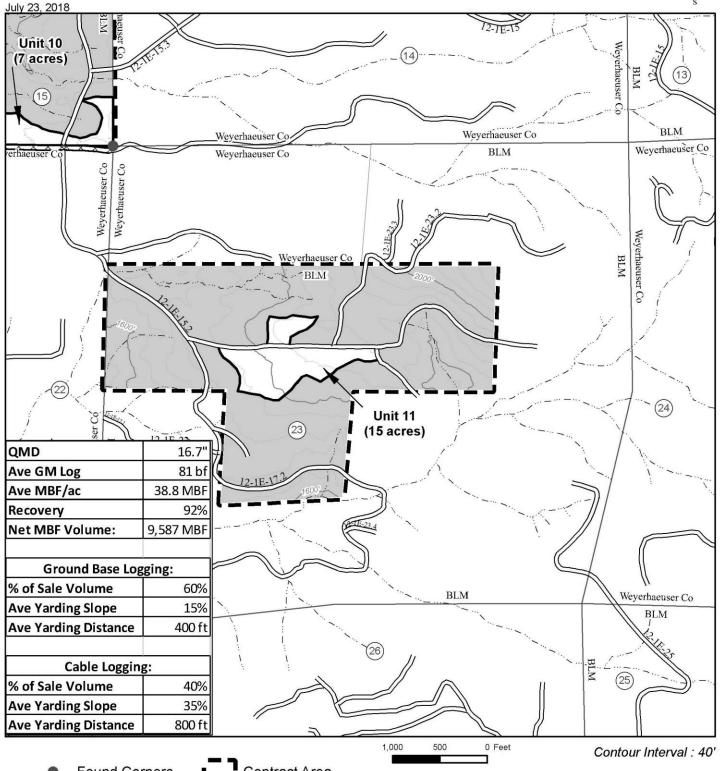


Appraisal Map Watchtower Timber Sale Sheet 4 of 4

TIMBER SALE APPRAISAL MAP - Contract No. ORN01-TS-2018.0105

T. 12 S. - R. 1 E., Section 23 W.M.





Found Corners

-- Stream

Existing Road

Road Not Approved for Haul



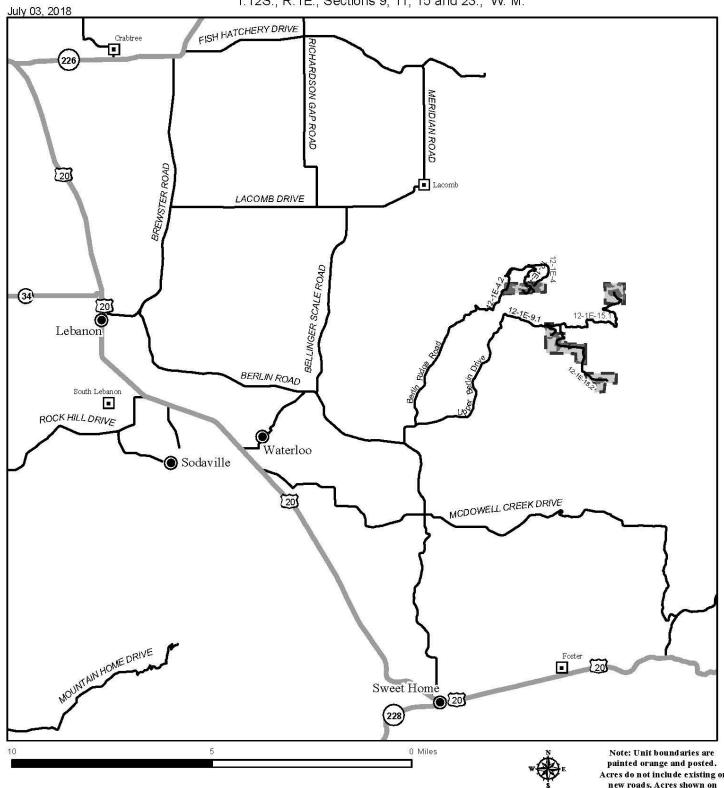
Ground Yarding

234 Acres
10 Acres
3 Acres
553 Acres
800 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.

TIMBER SALE CONTRACT MAP - Contract No. ORN01-TS-2018.0105

T.12S., R.1E., Sections 9, 11, 15 and 23., W. M.



Timbersale Units Highway Reserve Area Major road Contract Area

Regeneration Harvest Area 234 Acres Partial Harvest Area 10 Acres New Road Right-of-Way 3 Acres Reserve Area 553 Acres Contract Area 800 Acres

Acres do not include existing or new roads. Acres shown on Exhibit A have beencomputed using a Trimble global positioning system receiver. Acreage was calculated based on global positioning system traverse procedures including differential correction.