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

Golly Ridge DTR ORN01-TS-2022.0105 Date: April 27, 2022

TIMBER SALE 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, May 25, 2022. Before bids are submitted, full information concerning the timber, the conditions of sale and submission of bids, including appraised prices per species, should be obtained from the above District Manager, or designated representative. The right is hereby reserved to waive technical defects in this advertisement and to reject any or all bids. The United States reserves the right to waive any informality in bids received whenever such waiver is in the interest of the United States.

THIS PROSPECTUS does <u>not</u> constitute the decision document for purposes of appeal of a forest management decision. Consistent with 43 CFR Subpart 5003.2(b), the date the BLM posts the forest management decision on the BLM's ePlanning website establishes the effective date of the decision for purposes of an administrative appeal. The decision was posted to the BLM's ePlanning website on 04/05/2022, referring to the Cascades Field Office Roadside Hazard Tree Removal Project, DOI-BLM-ORWA-N010-2021-0005-EA. For the purposes of 43 CFR 5401.0-6 and 5430.0-6, this advertisement is being published on 04/29/2022 and 05/06/2022 on the BLM Timber Sale Notice Website.

AN ENVIRONMENTAL ASSESSMENT was prepared for this 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/programs/natural-resources/forests-and-woodlands/timber-sales. 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.

TIMBER SALE NOTICE SCALE SALE

SALE DATE: May 25, 2022

NORTHWEST OREGON DISTRICT CASCADES FIELD OFFICE

CONTRACT NO. ORN01-TS-2022.0105, GOLLY RIDGE DTR: SCALE SALE:

CLACKAMAS COUNTY, OREGON: O&C, PD: ORAL AUCTION: BID DEPOSIT REQUIRED: \$241,400.00.

All timber designated for cutting on: SE¹/4SW¹/4, SW¹/4SE¹/4, Sec. 13; SE¹/4SW¹/4, Sec. 14; SW¹/4SW¹/4, Sec. 15; SE¹/4SW¹/4, S¹/2SE¹/4, Sec. 16; NE¹/4NE¹/4, S¹/2NE¹/4, NW¹/4, NE¹/4SW¹/4, N¹/2SE¹/4, SE¹/4SE¹/4, Sec. 21; E¹/2NE¹/4, N¹/2NW¹/4, W¹/2SW¹/4, SE¹/4SW¹/4, NW¹/4SE¹/4, Sec. 22; NE¹/4NE¹/4, S¹/2NE¹/4, N¹/2NW¹/4, SW¹/4NW¹/4, SE¹/4, Sec. 23; W¹/2NE¹/4, NW¹/4, NW¹/4, Sec. 24; NW¹/4SW¹/4, S¹/2SW¹/4, Sec. 25; E¹/2NE¹/4, N¹/2NW¹/4, Sec. 27, T. 7 S., R. 3 E., W.M.

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

Approx. No.	Est. Vol.		Est. Vol.	Appraised	Estimated
Merchantable	MBF		MBF	Price	Volume Times
Trees	32' Log	Species	16' Log	Per MBF	Appraised Price
13,016	7,238	Douglas-fir	8,686	\$275.50	\$2,392,993.00
6,490	553	western hemlock	695	*\$25.50	\$17,722.50
400	17	red alder	23	\$113.50	\$2,610.50
327	9	bigleaf maple	12	*\$26.30	\$315.60
0		biomass	15 green tons	\$5/ton	\$75.00
20,233	7,817	TOTALS	9,416 MBF	_	\$2,413,716.60

^{*}Surplus species stumpage has been reduced to compensate for species stumpage below minimum price policy (10% of pond value).

<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 were based on variable plot cruise using a 40 BAF in the Danger Tree Removal Area, for estimated board foot volumes of trees in 16-foot logs. Approximately 100% of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is 18.4 inches DBHOB; the average log contains 103 bd. ft.; the total gross volume is approximately 10,724 MBF; and 88% recovery is expected. This cruise information is given for informational purposes only and the contract price and volume will be determined by a scale using eastside scribner.

<u>CUTTING AREA</u>: Eight (8) Danger Tree Removal Units of approximately 242 acres shall be cut. Acres shown on Exhibit A have been computed using ArcGIS to calculate area along the roads.

DURATION OF CONTRACT: Will be 24 months for cutting and removal of timber.

<u>DIRECTIONS/ACCESS</u>: See access map for location of units. Gate Keys or combo are required for access. Prospective bidders may obtain a key or combo by contacting Cameron Minson at 503-302-1860.

<u>ROAD MAINTENANCE</u>: Access is provided on Bureau of Land Management and Oregon Department of Forestry controlled roads.

In the use of Bureau of Land Management controlled roads – BLM Maintenance, the Purchaser shall pay the Government a road maintenance obligation of \$10.52 per thousand board feet log scale and a rockwear obligation of \$1.38 per thousand board feet log scale for timber haul associated with the contract.

In the use of Bureau of Land Management controlled roads – Purchaser Maintenance, the Purchaser will be required to perform maintenance on approximately 12.5 miles of road. In-lieu of payment for rockwear, the Purchaser shall furnish and place aggregate on the roadway and landings at locations and in the amounts designated by the Authorized Officer.

In the use of Oregon Department of Forestry controlled roads – Purchaser Maintenance, the Purchaser will be required to perform maintenance on approximately 8.5 miles of road. The Purchaser shall enter into a license agreement with Oregon Department of Forestry. The Purchaser is required to carry liability insurance with limits of \$2,000,000/\$2,000,000/\$2,000,000 and a \$2,000.00 performance bond.

Purchaser maintenance shall include frequent spot-rock, blading and shaping of road surface; ditch, culvert, and catch basin cleaning; removal of minor slides and other debris, and the construction and maintenance of water bars during wet season haul. Roads shall be left in a condition to withstand adverse weather at the end of the seasonal operations. The Purchaser shall furnish and place a minimum of 2500 cu. yds. of aggregate at locations and in the amounts designated by the Authorized Officer.

<u>ROAD RENOVATION</u>: The Purchaser shall renovate and/or perform pre-haul maintenance on approximately 21 miles of road in strict accordance with the plans and specifications shown on Exhibit C. Road renovation work includes but is not limited to clearing, grubbing, shaping, placing spot-rock, grading and compacting the travel surface.

Special Attention Items:

Sec. 41.a-e. Reserved Timber
Sec. 42.i-j. Seasonal Restrictions
Sec. 42.m. Purchaser Maintenance

TIMBER SALE CONTRACT SPECIAL PROVISIONS

Sec. 41.

RESERVED

- a. All timber on the Reserve Areas as shown on Exhibit A, which do not present a safety hazard as determined by the Authorized Officer.
- b. All green trees within the Danger Tree Removal Area shown on Exhibit A except for those marked by blue paint, which are not likely to die prior to the expiration of this contract as determined by the Authorized Officer. Green trees may be felled and removed for safety reasons with approval from the Authorized Officer.
- c. All trees greater than forty (40) inches diameter at breast height (dbh) outside bark within the Danger Tree Removal Area shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer. Trees greater than forty (40) inches diameter at breast height (dbh) felled for safety reasons may be removed with approval from the Authorized Officer.
- d. All trees felled within 50 feet of a stream within the Danger Tree Removal Area shown on Exhibit A. Trees may be removed with approval from the Authorized Officer.
- e. All non-merchantable timber, as defined in Exhibit B, within the Danger Tree Removal Areas shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer. All non-merchantable timber cut or moved for safety reasons shall be retained on site.
- f. All western red cedar within the Danger Tree Removal Area. All western red cedar cut or moved for safety reasons shall be retained on site.

Sec. 42. Special Provisions-

LOGGING

- a. Before beginning operations on the Danger Tree Removal 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 Purchaser's 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.

- c. No trees may be felled, yarded, decked or loaded in or through the Reserve Area, as shown on Exhibit A, or adjacent private land. Trees will be directionally felled to lead for skidding to minimize ground disturbance and entry into the Reserve Area. Tops, limbs, and other logging debris entering the Reserve Area from felling operations shall be pulled back into the Danger Tree Removal Area shown on Exhibit A, unless expressly authorized by other provisions of this contract.
- d. In the Danger Tree Removal Area, all danger trees shall be felled toward the road where feasible, as directed by the Authorized Officer. Danger trees are snags which pose a danger of striking or sliding onto existing roads within Danger Tree Removal Areas, as shown on Exhibit A.
- e. Mechanized equipment shall not leave the Danger Tree Removal Area and is not allowed to operate within fifty (50) feet of stream channels when leaving existing roads and must be refueled at least one-hundred and fifty (150) feet from streams or other wet areas. Full suspension of logs is required across stream channels.
- f. During logging operations, the Purchaser shall keep roads where they pass through the Danger Tree Removal Area clear of trees, rock, dirt and other debris so far as is practicable. The roads shall not be blocked by such operations for more than thirty (30) minutes unless otherwise approved by the Authorized Officer.
- g. At all landing, all logs, including hardwoods, more than eight (8) inches in diameter at the large end and exceeding eight (8) feet in length shall be decked or windrowed at the location designated by the Authorized Officer except logs sold and removed from the Contract Area.
- h. In the Danger Tree Removal 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. Before felling and yarding any timber, the Purchaser shall locate designated skid trails as follows:
 - 1. Identify the location of designated skid roads and/or skyline corridors in a method approved by the Authorized Officer.
 - 2. Space designated skid roads 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 to a maximum of twelve (12) feet.
 - 4. 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.

- i. No ground-based operations between October 15th of one calendar year and May 15th of the following calendar year both days inclusive and during other periods of wet weather. This may be shortened or extended as determined by the Authorized Officer
- j. No operations within units 1, 6, 7 and 8 between March 1st and July 15th, both days inclusive, unless waived by the Authorized Officer. The Purchaser shall notify the Authorized Officer in writing by February 1st of each calendar year in which operations are expected to take place on the contract area between March 1st and July 15th, both days inclusive. If notification is not received by the Authorized Officer by February 1st, all operations with the potential to disturb nesting northern spotted owls may not be allowed during this time period.

Upon receipt of a notice that the Purchaser expects to perform such operations during this time period, the Government will conduct surveys to determine whether owls are nesting within 0.25 miles of harvest units. If it is determined owls are not nesting or that no young have been produced, the Authorized Officer may lift the seasonal restriction on such operations. Without this approval, such operations are prohibited from March 1st through July 15th of each year.

SAFETY

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

ROAD MAINTENANCE AND USE

- l. The Purchaser shall perform pre-haul maintenance in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Any required road work shall be completed and accepted, in accordance with Section 18, prior to the removal of any timber, except right-of-way timber, over that road. All natural surface roads and roads with insufficient rock surfacing to allow for wet weather haul may be rocked at the Purchasers expense with prior approval of the Authorized Officer.
- m. Purchaser shall perform any required road repair and maintenance work on roads identified as Purchaser maintenance, under the terms of Exhibit D, Road Maintenance Specifications, of this contract, which is attached hereto and made a part hereof. This work shall include furnishing and placing 2500 cu. yds. of aggregate on the roadway and landings at locations and in the amounts designated by the Authorized Officer.
- n. The Purchaser is authorized to use the roads shown on Exhibit D for the removal of Government timber sold under the terms of this contract and the hauling of rock as required in Exhibit C and D provided that the Purchaser pay the required maintenance and rockwear obligations described in Sec. 42.o. Any road shown on Exhibit C and requiring construction, improvement, or renovation in Exhibit C of this contract, shall be maintained by the Purchaser until receiving written acceptance of the construction, improvement, or renovation from the Contracting Officer. The Purchaser shall pay current Bureau of Land Management maintenance and rockwear fees for the sale of additional timber under modification to the contract.
- o. The Purchaser shall pay a road maintenance fee of ten and 52/100 dollars (\$10.52) per thousand board feet log scale and a rockwear fee of one and 38/100 dollars (\$1.38) per thousand board feet log scale for the use of said roads. The total fees due shall be based upon volumes determined pursuant to Exhibit B of this contract and mileage of roads used as determined by the Authorized Officer. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized Officer of the roads intended for use in the removal of timber purchased under this contract, together with an estimate of the volume to be hauled over such roads. The Authorized Officer shall establish an installment schedule of payment of the maintenance obligation. If it is determined by the Authorized Officer, after all merchantable timber has been cut and scaled, that the total maintenance payments made under this contract exceed the total maintenance and rockwear payment due, such excess shall be returned to the Purchaser after such determination is made.
- p. In the use of Road No's. 07-3E-19 segments A-C and 07-3E-32 segment A, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement, between the United States of America and the State of Oregon. This document is available for inspection at the Northwest Oregon District Office. These conditions include:
 - 1. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a properly signed copy of the executed License Agreement.
 - 2. Maintain comprehensive liability insurance covering all operations, including vehicles, in amounts not less than Two Million and 00/100 dollars

- (\$2,000,000.00) bodily injury for injury to any one person, Two Million and 00/100 dollars (\$2,000,000.00) for any one occurrence, and Two Million and 00/100 dollars (\$2,000,000.00) property damage for any one occurrence.
- 3. Purchaser shall also obtain a performance bond (cash or surety) in an amount not less than One Thousand dollars and 00/100 (\$1,000.00) conditioned upon faithful performance of the executed License Agreement.
- q. The Purchaser shall be required to secure written approval to use vehicles or haul forest products and equipment over Government owned or controlled roads when such vehicles or equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit or if vehicles meet allowable non-permitted State vehicle weights, but the haul route crosses a structure or segment of road that is posted for reduced weights. The Purchaser agrees to abide by any special requirements included in said written approval. Details of such equipment shall be furnished to the Authorized Officer 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 vehicle.
- 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 vehicles or equipment: (1) without written approval; (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 a technical inspection and evaluation.

ENVIRONMENTAL PROTECTION

- r. In order to prevent the spread of noxious weeds, the Purchaser shall pressure wash all ground disturbing 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.
- s. 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 Area shown on Exhibit A as directed by the Authorized Officer. This work shall be completed within fifteen (15) days after completion of log hauling from each landing.

- t. The Purchaser shall immediately discontinue specified construction or harvesting operations upon written notice from the Authorized Officer that:
 - 1. threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
 - 2. when, in order to comply with the Endangered Species Act or to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Northwest Oregon District 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. other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;
 - 5. when, in order to comply with a court order, which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
 - 6. when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
 - 7. species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines, or management direction established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
 - 8. when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines, or management direction established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

In the event of a suspension period or a combination of suspension periods that exceed a total of thirty (30) days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond thirty (30) days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Sec. 3(a) 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 Sec. 3(a) of the contract within fifteen (15) days after the bill for collection is issued, subject to Sec. 3(i) of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

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

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

The Contracting Officer may determine that it is necessary to terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, prevent incidental take of northern spotted owls in accordance with the ROD and RMP, protect occupied marbled murrelet sites in accordance with the ROD and RMP, protect species that have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or comply with a court order.

Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, marbled murrelet occupied site protection in accordance with the ROD and RMP, survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

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

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

FIRE PREVENTION

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

LOGGING RESIDUE REDUCTION

- In addition to the requirements of Sec. 15 of this contract, and notwithstanding the 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 seventytwo (72) acres located within 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. 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 purchaser's operations under the terms of this contract.
 - 1. Excavator pile and burn slash where ground base logging operations in salvage harvest occurs where heavy concentrations exist and 25 ft from ditch line both sides along all roads designated as purchaser maintenance on Exhibit D. 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 be place at the top of each machine pile to maintain a dry ignition point at the top of the pile. The cover shall be firmly fixed to each pile to hold it in place and not folded over so the plastic is smaller then 10-foot by 10-foot. 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. Danger Tree Removal Areas shall be piled during the same season that they are logged.

- w. Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop-up assistance as required herein and measures required in Sec. 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. Two-person crew Firefighter Type 2 (FFT2) qualified according to National Wildfire Coordination Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1, with sufficient fuel for burning, four (3) 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 RESTRICTION

x. All timber sold to the Purchaser under the terms of the contract, except exempted species, 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. For the purpose of this contract, unprocessed timber is defined as: (1) any logs, except those of utility grade or below, such as sawlogs, peeler logs; and pulp logs; (2) cants or squares to be subsequently

remanufactured exceeding eight and three-quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards or specifications 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; or (6) shakes and shingles.

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

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

In the event an affiliate of the Purchaser has exported private timber within twelve (12) months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in the form specified by the Authorized Officer and furnish the information to the Authorized Officer. Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer Form 5460-15 (Log Scale and Disposition of Timber Removed Report), which shall be executed by the Purchaser. The purchaser shall also provide a current, interim Log Scale and Disposition of Timber Removed Report (Form 5460-15) upon request by the Authorized Officer at any time during the contract period for cutting and removal specified in Sec. 4 of this contract as amended. 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 ten (10) inches, prior to the removal of timber from the contract area. All loads of eleven (11) logs or more will have a minimum of ten (10) logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs will be branded on loads of ten (10) logs or less. One end of all branded logs to be processed domestically will be marked with a three (3) square inch spot of highway yellow paint. The Purchaser will stop trucks for accountability monitoring at mutually agreed upon locations when notified by the Authorized Officer.

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

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

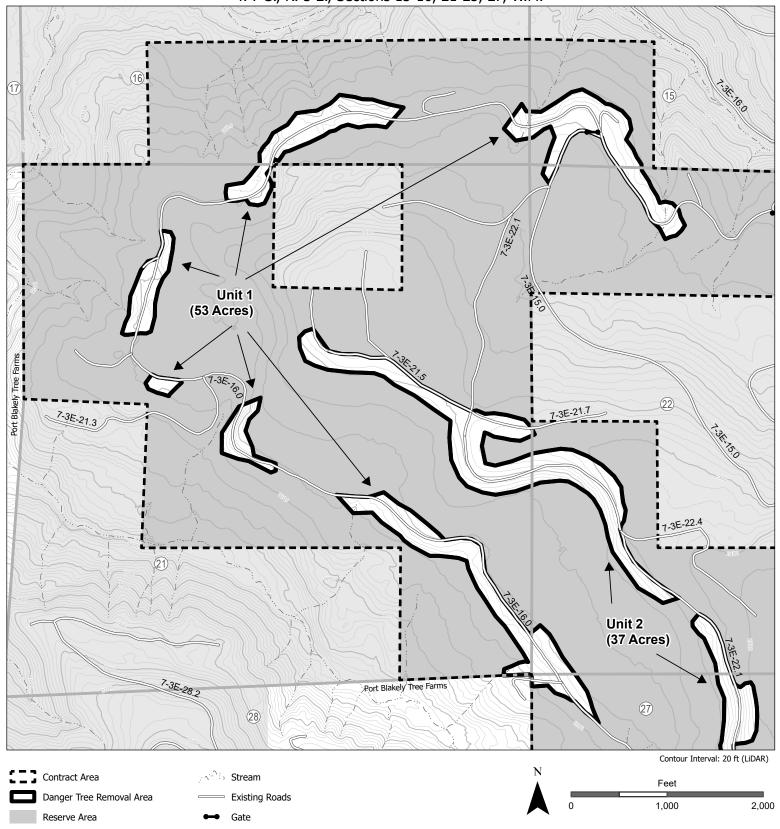
In the event of the Purchaser's noncompliance with this subsection of the contract, the Authorized Officer may take appropriate action as set forth in Sec. 10 of this contract. In addition, the Purchaser may be declared ineligible to receive future awards of Government timber for a period of one year.



Golly Ridge DTR **EXHIBIT A** Page 1 of 5

TIMBER SALE CONTRACT MAP - ORN01-TS-2022.0105

T. 7 S., R. 3 E., Sections 13-16, 21-25, 27, W.M.



DTR Area

Reserve Area

Total Contract Area

242.00 Acres 1893.00 Acres

2135.00 Acres

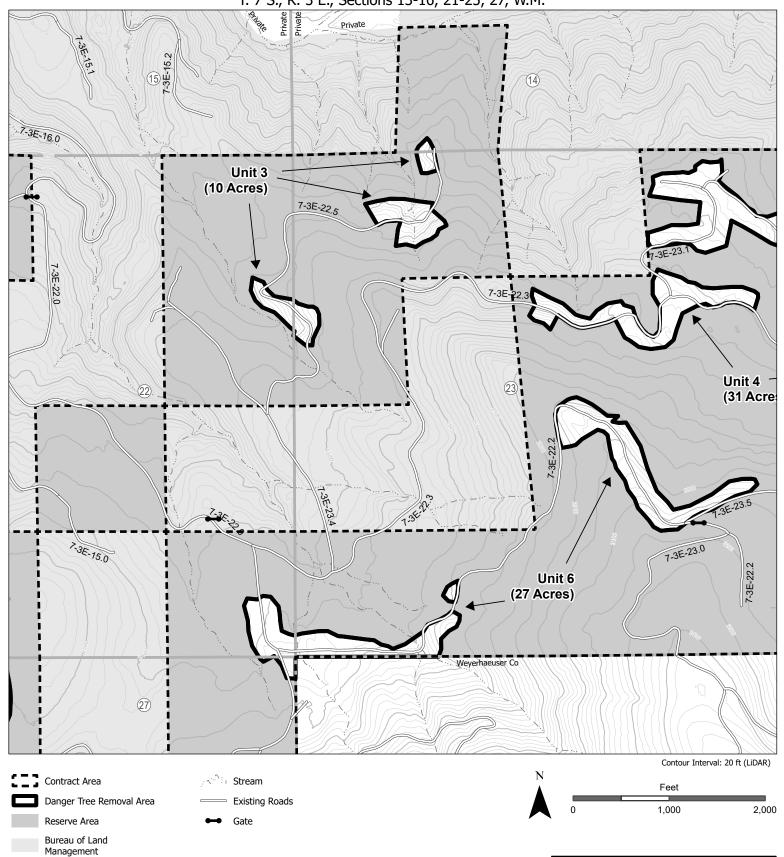
Bureau of Land Management



Golly Ridge DTR **EXHIBIT A** Page 2 of 5

TIMBER SALE CONTRACT MAP - ORN01-TS-2022.0105

T. 7 S., R. 3 E., Sections 13-16, 21-25, 27, W.M.



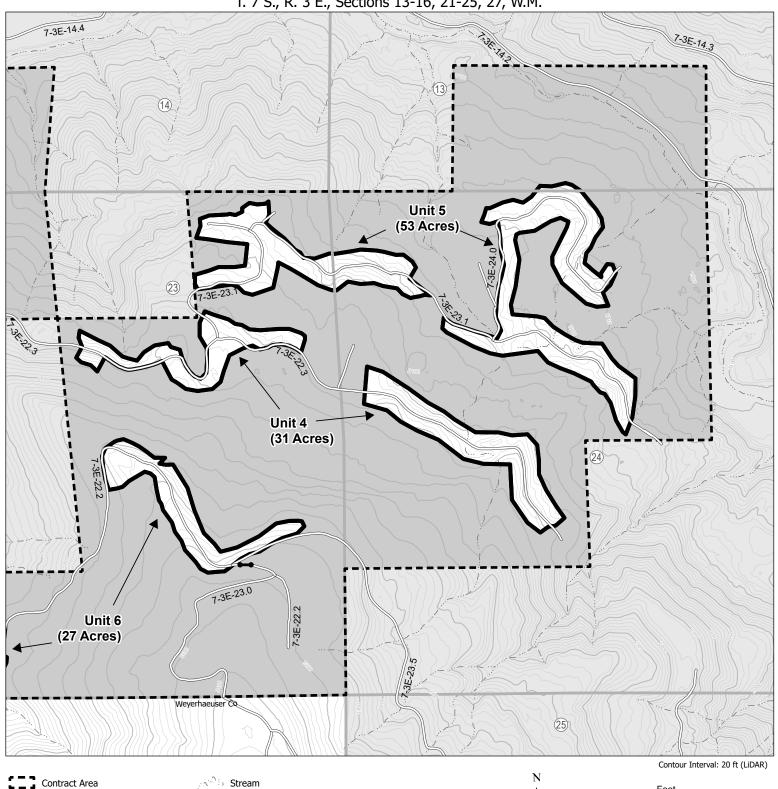


Golly Ridge **DTR EXHIBIT A**

Page 3 of 5

TIMBER SALE CONTRACT MAP - ORN01-TS-2022.0105

T. 7 S., R. 3 E., Sections 13-16, 21-25, 27, W.M.



Contract Area Danger Tree Removal Area Reserve Area Bureau of Land

Management

Feet 2,000 1,000

DTR Area 242.00 Acres 1893.00 Acres Reserve Area Total Contract Area 2135.00 Acres

Existing Roads

Gate

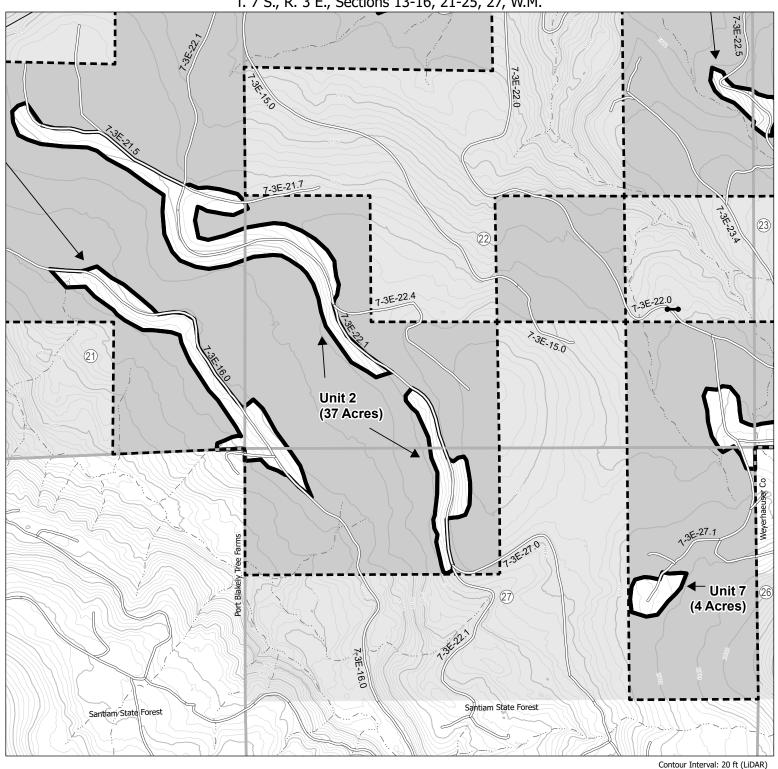


Golly Ridge **DTR EXHIBIT A**

Page 4 of 5

TIMBER SALE CONTRACT MAP - ORN01-TS-2022.0105

T. 7 S., R. 3 E., Sections 13-16, 21-25, 27, W.M.



Contract Area Stream بريم Danger Tree Removal Area Existing Roads Reserve Area Gate Bureau of Land Management

Feet 2,000 1,000

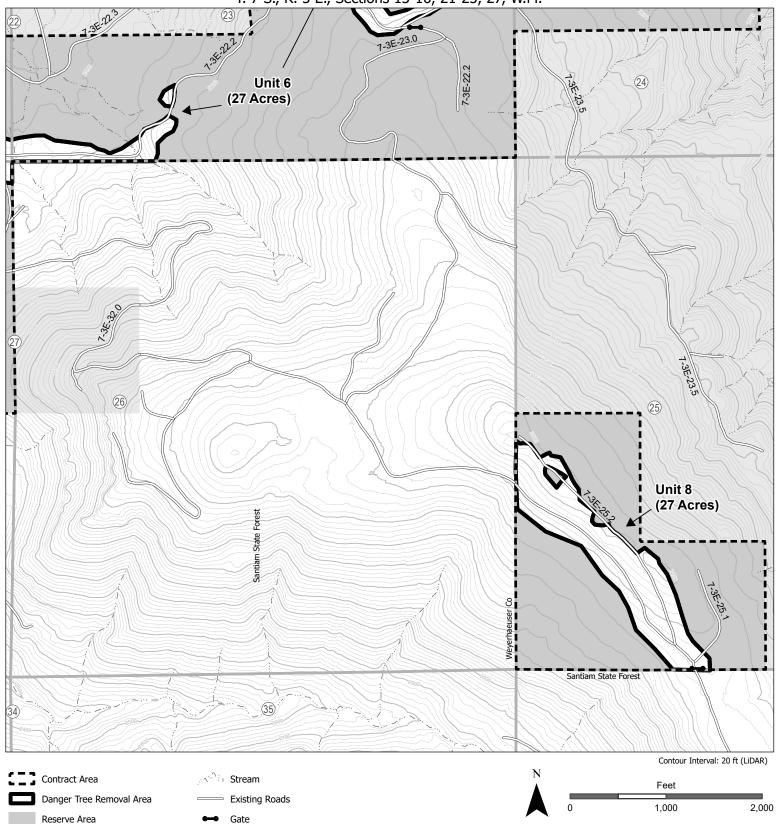
> DTR Area 242.00 Acres 1893.00 Acres Reserve Area Total Contract Area 2135.00 Acres



Golly Ridge DTR **EXHIBIT A** Page 5 of 5

TIMBER SALE CONTRACT MAP - ORN01-TS-2022.0105





DTR Area

Reserve Area

Total Contract Area

242.00 Acres 1893.00 Acres

2135.00 Acres

Bureau of Land Management

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

PRE-SALE - EXHIBIT B SCALE SALE PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS

I. **Total Actual Purchase Price** - In accordance with Section 2 and 3 of the contract, the Purchaser agrees to pay the Government for the timber sold under the contract in accordance with the following schedule and measurement requirements. Timber sold is comprised of Merchantable Timber, Merchantable Timber Remaining, and Other Timber as defined below. In the event an Extension of Time is approved, the prices per measurement unit are subject to readjustment (refer to Section 9 of the contract).

Schedule of Species/Products, Measurement Units, and Prices								
Species/Products	Measurement Unit	Price Per Measurement Unit						
Douglas-fir	MBF	\$275.50						
western hemlock	MBF	\$25.50						
bigleaf maple	MBF	\$26.30						
red alder	MBF	\$113.50						
biomass	Green Ton	\$5.00						

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

Schedule of Material Specifications									
Species/Product	Net Scale (% of gross volume of any log segment)								
All	16'	10"	33%						

If Purchaser elects to remove any logs which do not meet the above minimum material specifications and which have not been reserved to Government in Sec. 41 of the contract, such logs shall be scaled in accordance with section V of this Exhibit herein and be paid for in accordance with Section 2 and 3 of the contract and the value in Section I of this Exhibit.

- III. **Merchantable Timber Remaining Measurement Requirements** The remaining volume of any merchantable sold timber on the contract area shall be determined as provided in Section 3. (g). of the contract. Purchaser shall pay for same in accordance with Section 3 of the contract at the unit prices shown in Section I of this Exhibit.
- IV. **Other Timber** If any timber is of a species not listed in Section I of this Exhibit the Authorized Officer shall establish volumes and values in accord with Standard BLM methods.

V. Scaling

- A. Log Rule and Measurement All logs shall be scaled in Eastside Scribner according to the Northwest Log Rules Eastside and Westside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale.
- B. **Scaling Service** A Scaling Authorization Form must be completed and approved by the Authorized Officer prior to beginning of hauling operations. All sites on the Scaling Authorization are required to have a Log Yard Agreement with the BLM. Log scaling services shall be provided and performed by BLM personnel or third party scaling organizations under agreement with BLM.
 - 1. All logs shall be scaled and volumes determined by BLM or a certified contract scaler.
 - 2. The BLM scaler or contract scaler is designated to collect Eastside MBF scale data from all loads.
 - 3. All logs shall be scaled using an authorized BLM scaling method approved by the Authorized Officer in accordance with BLM prescribed procedures.
- C. **Defect Caused by Abnormal Delay** Scaling deductions made for rot, check or other defect resulting from abnormal delay in scaling caused by Purchaser shall be recorded separately and charged to the Purchaser in accordance with Section 3 of the contract.
- D. **Log Presentation** Purchaser shall present logs so that they may be scaled in an economical and safe manner in accordance with the Log Yard Authorization required in Section V. B. of this Exhibit.

E. Check Scale

The BLM will conduct check scales using the following standards.

<u>Gross Scale</u>. A variance of one and $\frac{1}{2}$ percent (1.5%) in gross scale is the standard unless otherwise justified.

Net scale. The allowable variance is as follows:

Check scaler's percent defect in logs	Scalers allowable variance
0-10 percent	2 percent
over 10 percent	0.2 * percent defect to a maximum of 5 percent

Determinations as to volume of timber made by a BLM check scaler in conformance with the standards as set forth herein shall be final. When such checks show a variance in scale in excess of acceptable standards, in two or more consecutive check scales, an adjustment to the volume reported as scaled will be made by BLM. Such adjustments will be made based on the difference between available BLM check scales and the original scale during the period covered by the unsatisfactory check scales. Unless otherwise approved in writing by the Authorized Officer, the volume to which this difference will be applied will be 50 percent of the volume scaled between the last satisfactory check and the first unsatisfactory check, 100 percent of the volume scaled during the unsatisfactory check, and 50 percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.

F. Accountability

- 1. Purchaser shall notify the Authorized Officer seven (7) days prior to starting or stopping of hauling operations performed under the contract.
- 2. All logs will be painted and branded at the landing and accounted for in accordance with Section 42 of the contract. If Sale Area is within a State that maintains a log brand register, brands shall be registered with the State. Purchaser shall use assigned brand(s) exclusively on logs from this sale until the Authorized Officer releases the brand(s).
- 3. Each truck driver shall obtain a load receipt and a BLM scaler receipt from the Log Truck Ticket Book issued by the Authorized Officer and comply with the instructions specified on the cover of said book. All load tickets will be marked with the cutting area number using a permanent marker or as directed by the Authorized Officer. While products are in transit, the truck driver shall display the load receipt and BLM scaler receipt on the bunk or wing log at the front of the load on the driver's side. All logs on each load shall be delivered to the destination listed on the woods receipt. The BLM scaler receipt shall be surrendered at the location of BLM scaling, the unloading location, or as requested by BLM. A designated area shall be identified at the yard scaling location for logs arriving during off hours. Logs arriving during off hours shall be left on the truck or may be off loaded to the designated area.
- 4. The Purchaser shall not haul logs from the contract area on weekends; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's holidays; or

- outside the hours of 4:00 a.m. to 8:00 p.m. daily, unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan.
- 5. The Purchaser shall furnish BLM a map showing the route which shall be used to haul logs from the timber sale area to the scaling location. Such route shall be the most direct haul route between the two points, unless another route is approved by BLM. The route of haul may be changed only with advance notice to and approval by BLM. The haul route map shall be attached to the Approved Logging Plan.
- 6. All loads will be scaled at locations listed on the Scaling Authorization as approved by the Authorized Officer. Purchaser shall notify the Authorized Officer seven (7) days in advance to request additional scale site locations for approval on the Scaling Authorization.
- 7. Any removal of logs from loaded trucks before being accounted for and/or scaled as required by the contract shall be considered a willful trespass and render the Purchaser liable for damages under applicable law. Any payment made for purchase of such logs shall be deducted from amount due because of trespass.
- G. **Scaling Lost Products** The value of lost loads shall be equal to the highest value load for the month in which the lost load is hauled regardless of where the highest value load is scaled. If no loads have been scaled in that month, value will be determined from the closest month in which loads were scaled.
- VI. **Estimated Volumes and Values -** The following volume estimates and calculations of value of timber sold are made solely as an administrative aid for determining payment amounts, when payments are due, the value of timber subject to any special bonding provisions, and other purposes specified in various portions of the contract. The cutting areas are shown on Exhibit A of the contract.
 - A. Merchantable Timber Volume Removed from Contract Area The total volume of removed timber shall be determined using the Government's records of scaled volumes of timber skidded or yarded monthly, or a shorter period if agreed to by the Purchaser and Government, to loading points or removed from the contract area.
 - B. Merchantable Timber Not Yet Removed from Contract Area The value of merchantable timber which has not been removed will be determined by multiplying the value per acre as shown below times the amount of acreage subject to the purpose of the value determination, as determined by the Authorized Officer:

PRESALE - Total Estimated Purchase Price And/or

Schedule of Volumes and Values for Merchantable Timber Not Yet Removed from Contract Area

Cutting	Area	Total Estima (MB		Total Estimated Purchase Price			
Cutting Area Number	Approximate tting Area Number of		Total Volume	Value per Acre	Total Value		
1	53	38.9	2,062	\$9,972.14	\$528,523.40		
2	37	38.9	1,439	\$9,971.89	\$368,960.10		
3	10	39	390	\$9,978.38	\$99,783.80		
4	31	38.9	1,207	\$9,977.23	\$309,294.10		
5	53	38.8	2,059	\$9,969.01	\$528,357.30		
6	27	38.9	1,051	\$9,974.64	\$269,315.30		
7	4	39.3	157	\$10,023.08	\$40,092.30		
8	27	38.9	1,051	\$9,974.64	\$269,315.30		
Biomass	n/a	n/a	1 green ton	n/a	\$5.00		
Sale Total			9,416		\$2,413,716.60		

EXHIBIT C Golly Ridge DTR ORN01-TS-2022.0105 Page 1 of 13

U.S. DEPT. OF THE INTERIOR Bureau of Land Management NORTHWEST OREGON DISTRICT TIMBER SALE CONTRACT Road Specifications

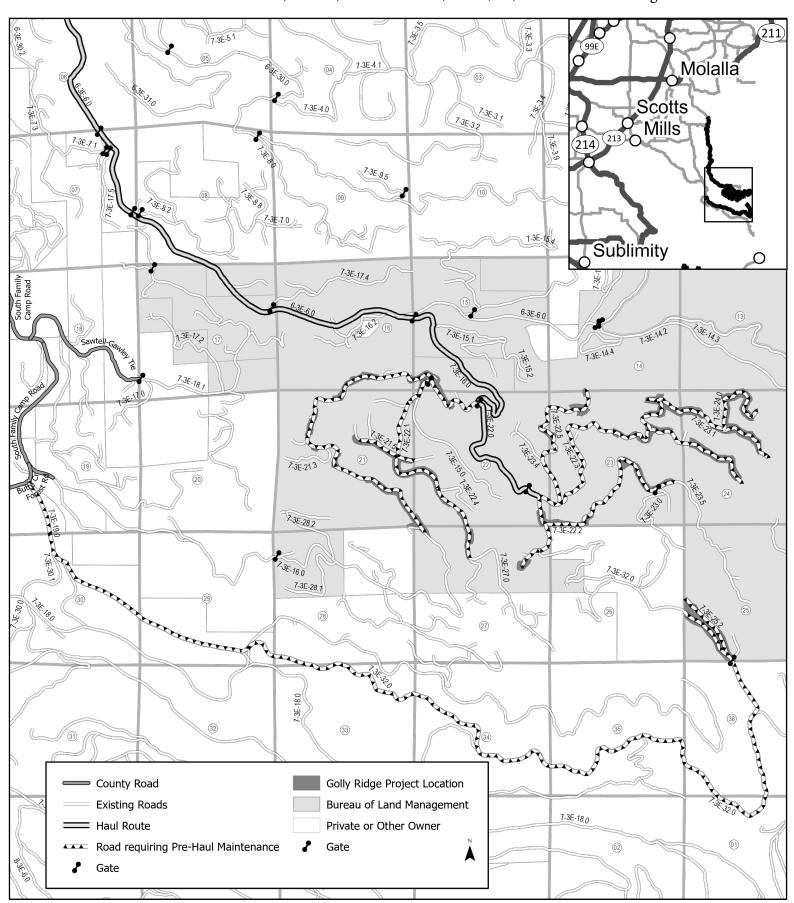
Section	Description
	Road Plan Maps
	Road Plan and Detail Sheets
100	General
200	Clearing and Grubbing
500	Renovation and Improvement of Existing Roads
600	Watering
1200	Aggregate Surface Course - Crushed Rock
2100	Roadside brushing



UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Land Management Road Plan Map

T. 7 S., R. 3 E., Sections 13-16, 21-25, 27, W.M.

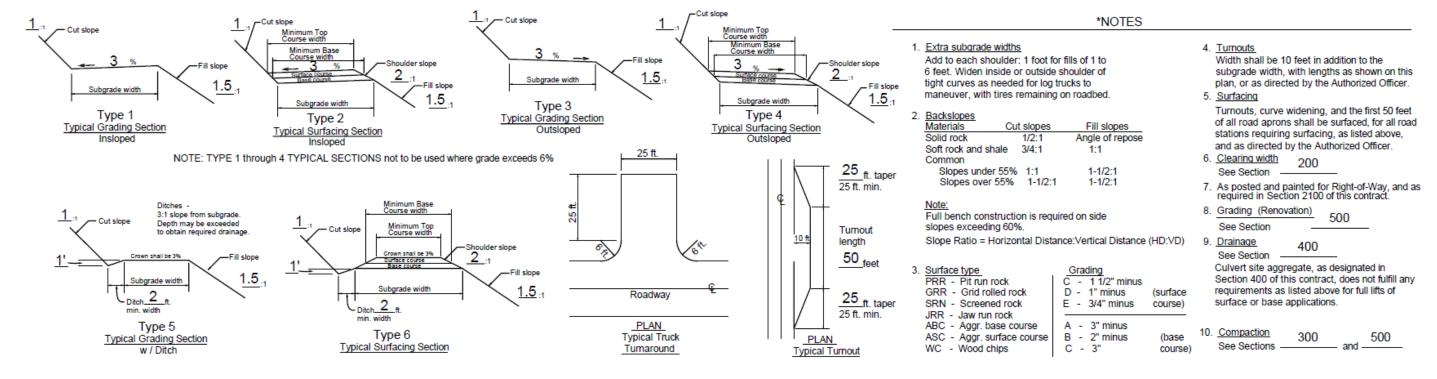
EXHIBIT C Golly Ridge DTR ORN01-TS-2022.0105 Page 2 of 13



Road Plan and Detail Sheet

		Road	New	New	New	New		Dood V	Road Width Culverts to		Surfacing (*5)									
Da ad Manda an	Pre-Haul Maint.		Construct	Typical	Road	wiatn	Culverts to	Base Course: 1000					Surface Course: 1200					<i>p</i> 1		
Road Number	Length (mi.)	Length (mi.)	Length (mi.)	Section Type	subgrade	ditch	Install (See Sec. 400)	Min. Width	Comp. Depth	Surface Type (*3)	Grading Size (*3)	Estimated Cubic Yards	Min. Width	Comp. Depth	Surface Type (*3)	Grading Size (*3)	Estimated Cubic Yards	Remarks		
7-3E-15.0	0.21			6	14	2	0						12		ASC	C		Blading, Compaction, Clean Culverts, Soil Stabilization, Brushing		
7-3E-16.0	3.18			6	14	2	0						12		ASC	С		Blading, Compaction, Clean Culverts, Soil Stabilization, Brushing		
7-3E-19 (ODF)	2.30			6	14	2	0													
7-3E-21.5	0.32			6	14	2	0						12		ASC	C		Blading, Compaction, Clean Culverts, Soil Stabilization, Brushing		
7-3E-21.7	0.12			6	14	2	0						12		ASC	C		Blading, Compaction, Clean Culverts, Soil Stabilization, Brushing		
7-3E-22.0	0.21			6	14	2	0						12		ASC	C		Blading, Compaction, Clean Culverts, Soil Stabilization, Brushing		
7-3E-22.1	1.65			6	14	2	0						12		ASC	C		Blading, Compaction, Clean Culverts, Soil Stabilization, Brushing		
7-3E-22.2	1.28			6	14	2	0						12		ASC	C		Blading, Compaction, Clean Culverts, Soil Stabilization, Brushing		
7-3E-22.3	2.40			6	14	2	0						12		ASC	C		Blading, Compaction, Clean Culverts, Soil Stabilization, Brushing		
7-3E-22.5	1.00			6	14	2	0						12		ASC	C		Blading, Compaction, Clean Culverts, Soil Stabilization, Brushing		
7-3E-23.1	0.97			6	14	2	0						12		ASC	C		Blading, Compaction, Clean Culverts, Soil Stabilization, Brushing		
7-3E-23.2	0.10			6	14	2	0						12		ASC	C		Blading, Compaction, Clean Culverts, Soil Stabilization, Brushing		
7-3E-23.4	0.34			6	14	2	0						12		ASC	C		Blading, Compaction, Clean Culverts, Soil Stabilization, Brushing		
7-3E-24.0	0.71			6	14	2	0						12		ASC	С		Blading, Compaction, Clean Culverts, Soil Stabilization, Brushing		
7-3E-25.2	0.54			6	14	2	0						12		ASC	С		Blading, Compaction, Clean Culverts, Soil Stabilization, Brushing clear and grubb		
7-3E-27.1	0.20			6	14	2	0						12		ASC	C		Blading, Compaction, Clean Culverts, Soil Stabilization, Brushing		
7-3E-32.0 (ODF)	6.73			6	14	2	0						12		ASC	С		Blading, Compaction, Clean Culverts, Soil Stabilization, Brushing		
TOTAL	22.26	0.00	0.00				0					0					0	Quantities shown are estimates and not pay items.		

Note: All new road construction roads will have a minimum curve radius of 60 feet and a maximum grade of 15%. All landing subgrades will utilize the posted Right-of-Way area while maintaining the cut and fill slopes in the Typical Section Types below.



GENERAL – 100

101 - Prework Conference(s):

A prework conference will be held prior to the start of improvement, renovation, surfacing and mulching operations. The Purchaser shall request the conference at least (48) hours prior to the time it is to be held. The conference will be attended by the Purchaser and/or his representative(s), subcontractor(s) and/or his or their representative(s) and the Authorized Officer and/or his representative(s).

The purpose of the prework conference will be to review the required work, exhibits and specifications, and to establish a work schedule and a list of the Purchaser's representatives and subcontractors.

103 - Compaction equipment shall meet the following requirements:

<u>Vibratory roller.</u> The drum diameter shall be not less than 48 inches, the drum width not less than 58 inches, and have a turning radius of 15 feet or less. Vibration frequency shall be regulated in steps to 1400, 1500, and 1600 vibrations per minute (VPM), corresponding to engine speeds of 1575, 1690, and 1800 RPM. The centrifugal force developed shall be 7 tons at 1600 RPM. It shall be activated by a power unit of not less than 25 horsepower. The vibratory roller shall be self-propelled or drawn by a vehicle of sufficient horsepower to enable the unit to travel through a loose layer of material at a speed ranging from 0.9 mile to 1.8 miles per hour, as directed by the Authorized Officer. The towing vehicle and roller or self-propelled unit meeting the above requirements shall be considered a vibratory roller unit.

Other. Compaction equipment approved by the Authorized Officer.

CLEARING AND GRUBBING - 200

- This work shall consist of clearing, grubbing, removing and disposing of vegetation, debris, surface objects, and protruding obstructions within the clearing limits in accordance with these specifications and conforming to the lines, grades, dimensions and typical cross sections shown on the plans.
- Where clearing limits have not been staked, established by these specifications or shown on the plans, the limits shall extend 10 feet back of the top of the cut slope and 5 feet out from the toe of the fill slope.

- Clearing shall consist of the removal and disposal of trees, logs, rotten material, brush, and other vegetative materials and surface objects in accordance with these specifications and within the limits established for clearing as specified under Subsection 202.
- Grubbing shall consist of the removal and disposal of stumps, roots, and other wood material embedded in the ground and protruding obstacles remaining as a result of the clearing operation in accordance with Subsections 204a, 204b, 204c, and 204e between the top of the cut slope and the toe of the fill slope. Undisturbed stumps, roots and other solid objects which will be a minimum of 3 feet below subgrades or slope surfaces or embankments are excluded.
- 204a Stumps (including those overhanging cut banks,) shall be removed within the required excavation limits.
- 204b Stumps and other protruding objects shall be completely removed within the limits of required embankments having heights of less than (4) feet. (When authorized, stumps and other nonperishable objects may be left provided they do not extend more than (6) inches above the existing ground line.)
- On excavated areas, roots and embedded wood shall be removed to a depth not less than (6) inches below the subgrade.
- 204e Roots and embedded wood material shall be removed to a depth not less than (1) foot below embankment subgrades or slope surfaces.
- Disposal of (clearing and grubbing debris) (stumps and cull logs) shall be by scattering over government owned lands outside of established clearing limits in a manner acceptable to the Authorized Officer. The areas for such scattering shall have the prior approval of the Authorized Officer.
- 213 No clearing or grubbing debris shall be left lodged against standing trees.

RENOVATION AND IMPROVEMENT OF EXISTING ROADS - 500

501 - This work shall consist of reconditioning and preparing the roadbed and shoulders, minor excavation and/or embankment, cleaning and shaping drainage ditches, trimming vegetation from cut and embankment slopes, and cleaning and repairing drainage structures of existing roads in accordance with these specifications, and as shown on the plans.

- The existing road surface shall be bladed and shaped to the lines, grades, dimensions, and typical cross sections shown on the plans on the roads designated as purchaser maintenance
- 502b Drainage ditches shall be bladed and shaped in accordance with the lines, grades, dimensions, and typical cross sections shown on the plans.
- Existing road surface shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and compacted to full width with equipment conforming to requirements of Subsection 103a
- The inlet end of designated existing drainage structures as shown on Exhibit D shall be cleared of vegetative debris and boulders that are of sufficient size to obstruct normal stream flow. Pipe inverts shall be cleared of sediment and other debris lodged in the barrel of the pipe. The outflow area of pipe structures shall be cleared of rock and vegetative obstructions which will impede the structure's designed outflow configuration. Catch basins shall conform to the lines, grade, dimensions, and typical diagram shown on the plans.
- The finished grading shall be approved in writing by the Authorized Officer 1 day prior to surfacing operations. The Purchaser shall give the Authorized Officer (3) days notice prior to final inspection of the grading operations.

WATERING - 600

- This work shall consist of furnishing and applying water required for the compaction of embankments, roadbeds, backfills, base courses, surface courses, finishing and reconditioning of existing roadbeds, laying dust, or for other uses in accordance with these specifications.

AGGREGATE BASE COURSE - 1000 CRUSHED ROCK MATERIAL

1001 - This work shall consist of furnishing, hauling, and placing one or more lifts of crushed rock material on roadbeds approved for placing crushed rock material, in accordance with these specifications and conforming to the dimensions and typical cross sections shown on the plans. Material not conforming to these specifications will be rejected and shall be removed from the road at the purchaser's expense.

- 1002a Crushed rock materials may be obtained from a commercial source selected by the Purchaser at his option and expense providing that the rock materials selected comply with the specifications in this section.
- 1004 Crushed rock materials shall consist of hard durable rock fragments conforming to the following gradation requirements:

TABLE 1004

AGGREGATE BASE COURSE CRUSHED ROCK MATERIAL

Percentage by Weight Passing Square Mesh Sieves (AASHTO T 11 & T 27)

GRADATION

Old ID I I I O I V											
Sieve	A	В	C	D	F	G	Н	I			
Designation											
(6) -inch	-	-	-	-	-	-	-	100			
3-inch	100	_	100	_	100	-	-	45-65			
2-inch	90-95	100	-	100	65-95	100	100	-			
1 1/2-inch	_	90-95	-	_	_	-	_	-			
1-inch	45-75	50-90	-	_	-	50-85	60-90	-			
3/4-inch	-	-	-	_	28-70	-	-	-			
1/2-inch	_	_	-	-	_	27-60	44-70	-			
3/8-inch	_	_	-	_	_	-	_	-			
No. 4	15-45	15-50	-	_	10-35	15-40	28-50	0-10			
No. 8	-	-	-	_	-	-	20-41	-			
No. 10	-	-	-	-	-	-	-	-			
No. 30	-	_	-	-	5-22	8-26	9-26	-			
No. 40	5-25	5-25	-	-	_	-	-	-			
No. 200	2-15	2-15	-	-	3-10	3-12	3-12	-			

Each layer of crushed rock material shall be thoroughly mixed on the roadbed by alternately blading, to full depth, until a uniform mixture has been obtained. The mixture shall then be spread to full width. When completed, the spreading shall produce a surface which is smooth, presents uniform shoulder lines, and conforms to the specified cross section.

- Crushed rock materials shall be placed and processed on the approved roadbed in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans (and as staked on the ground) and compacted in layers not to exceed (4) inches in depth. When more than one layer is required, each shall be shaped, processed, compacted, and approved in writing by the Authorized officer before the succeeding layer is placed. Irregularities or depressions that develop during compaction of the top layer shall be corrected by loosening the material at these places and adding or removing crushed rock material until the surface is smooth and uniform.
- 1011 Crushed rock material shall be compacted by routing construction and hauling equipment over the full width of each layer placed.
- 1012 Each layer of crushed rock material shall be placed, processed, shaped, moistened or dried to a uniform moisture content suitable for maximum compaction, and compacted to full width by compaction equipment conforming to the requirements of Subsection 103.

AGGREGATE SURFACE COURSE - 1200 CRUSHED ROCK MATERIAL

- 1201 This work shall consist of furnishing, hauling, and placing one or more layers of crushed rock material on roadbeds approved for placing crushed rock material in accordance with these specifications and conforming to the dimensions and typical cross sections shown on the plans. Material not conforming to these specifications will be rejected, and shall be removed from the road at the purchaser's expense.
- Crushed rock materials used in this work shall consist of quarry rock, stone, gravel, or other approved materials obtained from source(s) shown on the plans.

 Development and mining of such source(s) shall be in accordance with (Subsection 1601) (Subsection 1602) of these specifications.
- 1202a Crushed rock materials used in this work may be obtained from commercial sources selected by the Purchaser at his option and expense, providing the rock materials furnished comply with the specifications.
- When crushed rock material is produced from gravel, not less than (65) percent by weight of the particles retained on the No. 4 sieve will have (2) manufactured fractured face(s). (If necessary to meet the above requirements or to eliminate an excess of filler, the gravel shall be screened before crushing.)

1204 - Crushed rock material shall consist of hard durable rock fragments conforming to the following gradation requirements:

TABLE 1204

AGGREGATE SURFACE COURSE CRUSHED ROCK MATERIAL

Percentage by weight passing square mesh sieves AASHTO T 11 & T 27

GRADATION

Sieve	C	C-1	D	D-1	Е	E-1
Designation						
1-1/2-inch	100	100	-	-	-	-
1-inch	_	_	100	100	-	_
3/4-inch	50-90	60-90	-	70-98	100	100
1/2-inch	_	-	_	_	-	70-98
No. 4	25-50	30-55	30-60	36-60	40-75	44-70
No. 8	-	22-43	-	25-47	-	30-54
No. 30	-	11-27	-	12-31	-	15-34
No. 40	5-25	-	5-30	_	5-35	_
No. 200	2-15	3-15	3-15	3-15	2-15	3-15

- 1206 Crushed rock material shall show a durability value of not less than 35 as determined by AASHTO T210.
- Each layer of crushed rock material placed, processed, and shaped as specified shall be moistened or dried to a uniform moisture content suitable for maximum compaction and compacted to full width by compacting equipment conforming to the requirements of Subsection(s) (103c) (,) (and) (103d) (,) (and) (103f) (,) (and) (103h) . Minimum compaction shall be (1 hour of continuous compacting) (for each (150) cubic yards of crushed rock material placed per layer) (for each (6) stations) ((6) passes over each full-width layer), or fraction thereof.
- Each layer of crushed rock material placed, uniformly processed, and shaped as specified shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and compacted to full width until a uniform density of not less than 95 percent of maximum density is attained as determined by AASHTO T 99, Method C or D.

SOIL STABILIZATION – 1800

- 1801 This work shall consist of seeding and mulching on designated cut, fill, borrow, disposal, and special areas in accordance with these specifications. This work is required for road acceptance under Section 18 of this contract.
- 1802a Soil stabilization work consisting of seeding and mulching shall be performed on disturbed areas and specials areas in accordance with these specifications and as shown on the plans.
- 1803 Soil stabilization work as specified under Subsection 1802a shall be performed during the following seasonal periods:

From: September 15	To: October 30
From: March 1	To: April 31

If soil stabilization of disturbed areas is not completed by the specified fall date, the Purchaser shall treat disturbed areas and then complete the requirements of Section 1800 the next construction season. The Authorized Officer may modify the above seasonal dates to conform to existing weather conditions and changes in the construction schedule.

- 1803a The Purchaser shall begin soil stabilization work within 10 days of the starting work date when notified by the Authorized Officer.
- 1804 The Purchaser shall provide native grass/forb seed or other plant materials for this project.

All seed provided must meet corresponding germination, purity, and weed-content requirements:

Species	Germination Min. %	Purity Min. %	Weed Content Max. %
Blue Wildrye (Elymus Glaucus)	75	99	1

The Purchaser shall furnish the Authorized Officer a Seed Test Result for the mix from a certified seed testing lab Oregon State University, Crop Certification Service, which shall include: date of test; lot number of each kind of seed; and results of tests as to name, percentages of purity and of germination, weed species and percentage

of weed content, for each kind of seed furnished and, in case of mixture, the proportions of each kind of seed. The seed must have been tested within the last 6 months to be accepted for use on this contract. The Purchaser shall provide in writing that the seed mixture is free of noxious weed species.

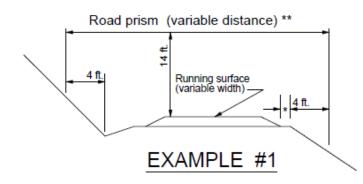
- 1806a Additional soil stabilization work consisting of seeding and mulching, may be required at the option of the Authorized Officer. Providing the additional stabilization is not due to Purchaser negligence as specified in Sec. 12 of the contract, a reduction in the total purchased price shall be made to offset the cost of furnishing and applying such additional stabilization material. Cost shall be based upon the unit price set forth in the current BLM Timber Appraisal Production Cost Schedule.
- 1808 Mulch materials conforming to the requirements of Subsection 1808a shall be furnished by the Purchaser and applied in accordance with Subsection 1812.
- 1808a Straw mulch shall be certified weed free from commercial grain fields and native grass fields. Straw mulch shall be from oats, wheat, rye, or other approved grain crops and shall be free from, mold, or other objectionable material. Straw mulch shall be in an air-dry condition and suitable for placement.
- 1809 Mulch material shall be delivered to the work area in a dry state. Material found to be wet will not be accepted. Material to be used in the mulching operation may be stockpiled along the road designated for treatment provided that it is maintained in a dry state and has the approval of the Authorized Officer.
- 1812 The Purchaser shall furnish and apply to the area designated for treatment as shown on the plans, a mixture of grass seed and mulch, material at the application rate to be determined by the Authorized Officer based on visual observation of trial applications.
- 1814 The Purchaser may reduce the application rate on partially covered slopes and refrain from application on areas already well stocked with grass or on rock surfaces as determined by the Authorized Officer.
- 1815 The seed and mulch materials shall be placed by the dry method in accordance with the requirements set forth in Subsection 1815b.
- 1815b Dry Method Blowers, mechanical seeders, seed drills, landscape seeders, cultipaker seeders, fertilizer spreaders, or other approved mechanical seeding equipment may be used when seed and fertilizer are to be applied in dry form.

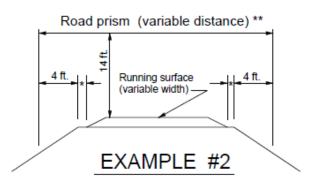
 Mulch that collects at the end of culverts or accumulates to excessive depths on the slopes shall be evenly spread by hand methods, as directed by the Authorized Officer.

ROADSIDE BRUSHING - 2100

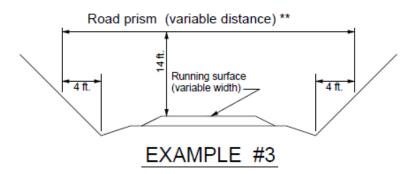
- This work shall consist of the removal of vegetation from the road prism variable distance, and inside curves in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the Roadside Brushing Detail Sheet of this exhibit, at designated locations as shown in the plans.
- 2102 Roadside brushing may be performed mechanically with self powered, self-propelled equipment and or manually with hand tools, including chain saws.
- Vegetation cut manually or mechanically less than 6 inches in diameter at D.B.H.O.B. shall be cut to a maximum height of 2 inches above the ground surface or above obstructions such as rocks or stumps on cut and fill slopes and all limbs below the 2 inch area will be severed from the trunk.
- 2109 Debris resulting from this operation shall be scattered downslope from the roadway. Debris shall not be allowed to accumulate in concentrations. Debris in excess of foot in length and 2 inches in diameter shall not be allowed to remain on cut slopes, ditches, roadways or water courses, or as directed by the Authorized Officer.
- 2115 Mechanical brush cutters shall not be operated when there are people and occupied vehicles within 400 feet of the immediate operating area.
- 2116 Traffic warning signs shall be required at each end of the work area. Signs shall meet the requirements of the Manual on Uniform Traffic Devices.

ROADSIDE BRUSHING DETAIL SHEET

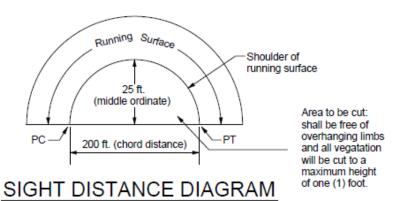




(NO SCALE)



- Variable distance between running surface and start of fill slope
- ** All areas within the variable distance shall be free of all vegatation capable of growing one (1) foot in height or higher and all overhanging limbs and branches 14 feet in elevation above the running surface



NOTE:

Prior to beginning roadside brushing the purchaser shall establish a control section in a location determined by the Authorized Officer. This section will be used to physically and visually establish acceptable cutting and cleanup standards to be used for the remaining roadside brushing.

ROAD MAINTENANCE SPECIFICATIONS

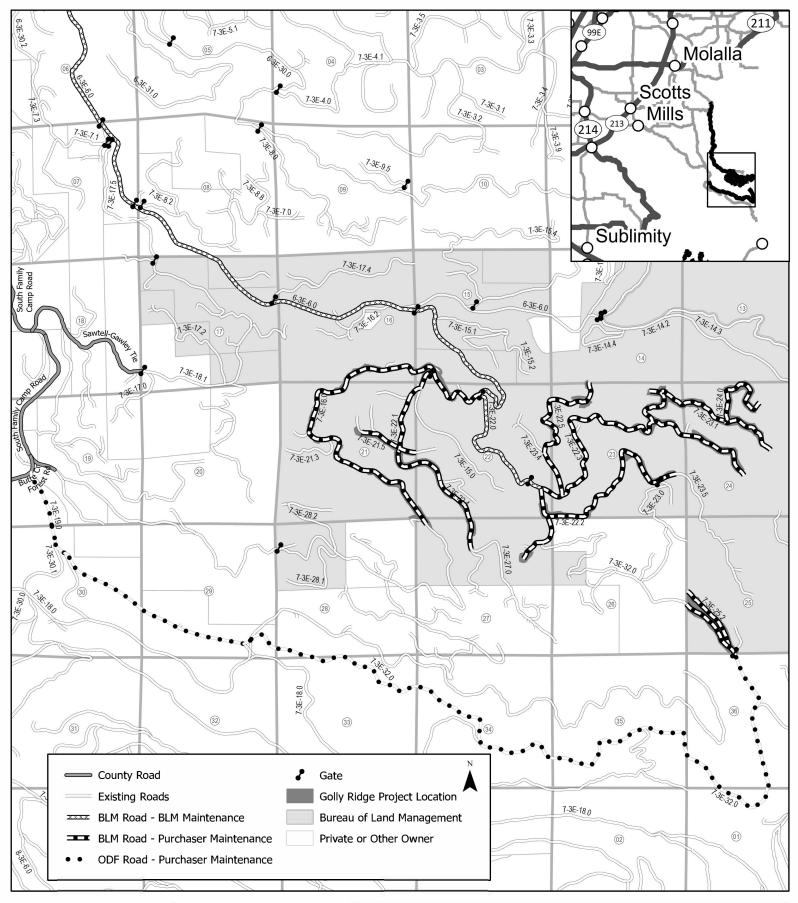
General road maintenance specifications are designated by numeric symbols according to the type of work performed as follows:

SECTION	DESCRIPTION
	Road Use and Maintenance Map
3000	General
3100	Operational Maintenance
3200	Seasonal Maintenance
3300	Final Maintenance
3400	Other Maintenance



UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Land Management Road Use and Maintenance Map T. 7 S., R. 3 E., Sections 13-16, 21-25, 27, W.M.

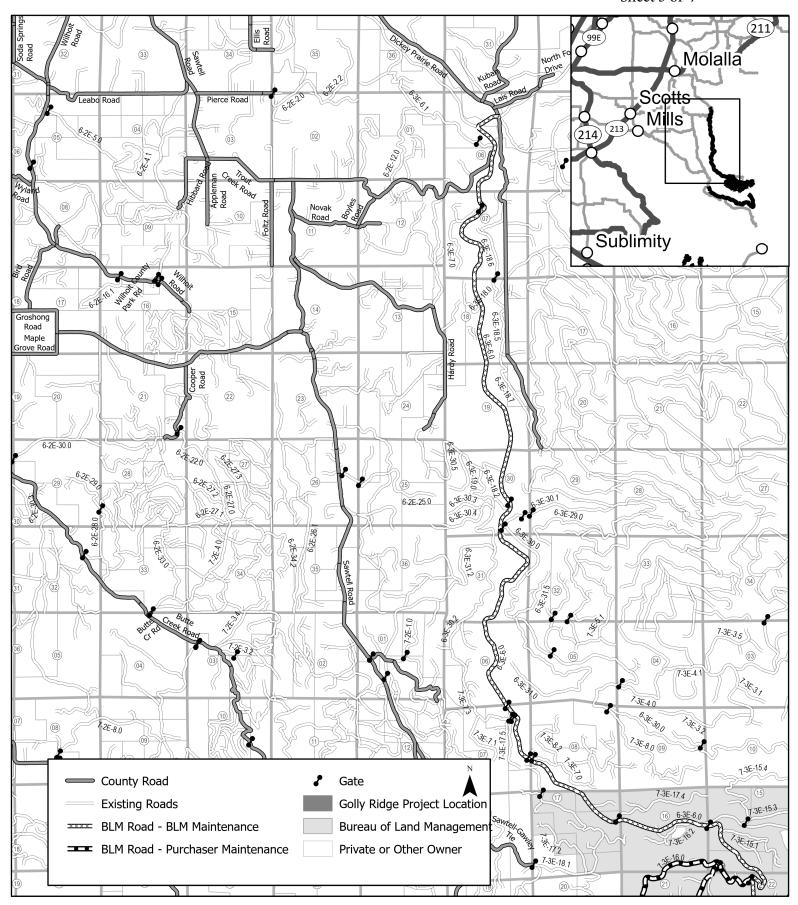
EXHIBIT D
Golly Ridge DTR
ORN01-TS-2022.0105
Sheet 2 of 7





UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Land Management Road Use and Maintenance Map T. 7 S., R. 3 E., Sections 13-16, 21-25, 27, W.M.

EXHIBIT D
Golly Ridge DTR
ORN01-TS-2022.0105
Sheet 3 of 7



GENERAL - 3000

3001 The Purchaser shall be required to maintain all roads as shown on the Exhibit D map of this contract in accordance with Sections 3000, 3100, 3200, 3300, and 3400 of this exhibit. 3002 The Purchaser shall maintain the cross section of existing dirt or graveled roads to the existing geometric standards. Any roads required to be constructed, improved, or renovated under terms of this contract shall be maintained to the geometric standards required in Exhibit C of this contract. 3003 The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3105. 3004 The Purchaser shall be responsible for providing timely maintenance and cleanup on any roads with logging units substantially completed prior to moving operations to other roads. The maximum length of non-maintained or non-cleanup of the road prism shall not exceed the sum of one 1 mile at any time. Release of maintenance requirements may be granted, upon written request, when the conditions specified in Sections 3300 and 3400 are met satisfactorily. **OPERATIONAL MAINTENANCE - 3100** 3101 The Purchaser shall blade and shape the road surface and shoulders with a motor grader. Banks shall not be undercut. Back blading with tractors or similar equipment will be allowed only around landings and other areas when approved by the Authorized Officer. 3102 The Purchaser shall furnish and place 2500 cu. yds. of aggregate conforming to the requirements in Section 1000 and 1200 of Exhibit C of this contract on the roadway and landings at locations and in the amounts designated by the Authorized Officer. This aggregate shall be used to repair surface failures, landings and areas of depleted surface depth excluding damages covered by Section 12 of this contract. The aggregate shall be furnished, hauled, placed, spread, and compacted by use of dump trucks, water trucks, and motor grader or similar equipment. 3103 The purchaser shall maintain established berms and place additional berms using adjacent material where needed to protect fills as directed by the Authorized Officer. 3104 The purchaser shall perform other road cleanup including removal of debris, fallen timber,

bank slough, and slides which can practicably be accomplished by a motor grader, rubber tired front end bucket loader, rubber tired backhoe or comparable equipment, and by the use

of hand tools.

3105

The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe, and maintaining water dips and water-bars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment.

3106

The Purchaser shall be responsible for repair and replacement of all materials eroded from road shoulders and fill slopes, up to fifteen station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the Purchaser. Prior to repair and replacement of eroded material exceeding fifteen station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, borrow source and method of repair. Work may commence immediately after agreement.

Upon completion of agreed upon work, a reduction in timber sale purchase price will be made to offset the cost of the work based upon current BLM Road Cost Guide. Adjustments in purchase price for completed work shall be made as necessary and no less than once per year when actual work is ongoing.

3107

The Purchaser shall cut or trim trees and brush which obstructs vision or prevents the safe passage of traffic along the traveled way when directed by the Authorized Officer.

3108

The Purchaser shall avoid fouling gravel or bituminous surfaces through covering with earth and debris from side ditches, slides or other sources. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway. Skidding of logs on the roadway in or outside designated logging units is not authorized without prior written approval by the Authorized Officer. Repair required caused by such skidding activity is not considered maintenance and shall be repaired at the Purchaser's expense.

3108a

The Purchaser shall perform logging operations on gravel roadways only where the locations have been marked on the ground and/or approved by the Authorized Officer. The Purchaser shall furnish gravel for necessary repairs at designated locations. Repair of the roads is not considered maintenance and shall be repaired at the Purchaser's expense.

SEASONAL MAINTENANCE - 3200

3201

The Purchaser shall perform preventative maintenance at the end of Purchaser's hauling each season and during non-hauling periods which occur between other operations on the contract area. This includes requirements specified in Section 3100.

- The purchaser shall perform and complete maintenance specified in Sections 3000, 3100, and 3200 on all roads maintained by him, prior to October 15 each year, except as specified in Subsection 3203, after initial commencement of construction or logging operations. Thereafter, all roads shall have continuous preventive maintenance and road cleanup until suspension of seasonal operations. This includes all roads used and not used during the proceeding operating seasons.
- The Purchaser shall complete road cleanup and maintenance, as specified in Section 3100, at the completion of logging operations on any roads located in an area separate from the area where logging activities will resume.
- The Purchaser shall be responsible for performing post storm inspections and maintenance during the winter season to minimize erosion and potential road or watershed damage.

FINAL MAINTENANCE - 3300

The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within thirty 30 calendar days following the completion of hauling and in accordance with Sec. 16b of this contract. This work shall include any maintenance and/or damage repairs specified in Sections 3000, 3100, and 3200 necessary to meet the conditions specified in Subsection 3002 and shall be executed in accordance with Subsection 3302 of this section.

The Authorized Officer may grant acceptance of Purchaser's maintenance responsibility in part where certain individual roads or road segments are no longer of any use to the Purchaser's remaining removal operations, providing that all contract requirements as specified under Sec. 16b, Special Provisions Sections 3000, 3100, 3200 and 3300 of the maintenance specifications have been completed and a relinquishment of cutting and removal rights on cutting units tributary to these roads is signed by the Purchaser. Request for partial acceptance must be submitted in writing by the Purchaser.

The Purchaser shall perform final road maintenance only when weather or soil moisture conditions are suitable for normal maintenance equipment operations as determined by the Authorized Officer.

If final maintenance is delayed after the date required in Subsection 3301 of this contract by adverse soil moisture or unsuitable equipment operating conditions, the Purchaser will be notified by the Authorized Officer when soil moisture and equipment operating conditions are suitable. The Purchaser shall then be required to complete final maintenance within 30 days.

OTHER MAINTENANCE - 3400

- The Purchaser shall repair any damage to road surfaces that was specified under Subsection 3108 and 3108a. This repair includes restoring the roadway to the designed standard and replacement of surfacing with approved surface material. This repair is not limited to use of equipment specified in Subsection 3104.
- The Purchaser shall be permitted to remove ice and snow from roads authorized for use under this contract only when prior written approval has been secured from the Authorized Officer. The Purchaser shall submit a written request for permission to remove ice and snow in advance of the date operations are to begin.

Upon receiving written authorization for ice or snow removal, the Purchaser will perform the work according to the conditions and equipment requirements set forth in the authorization.

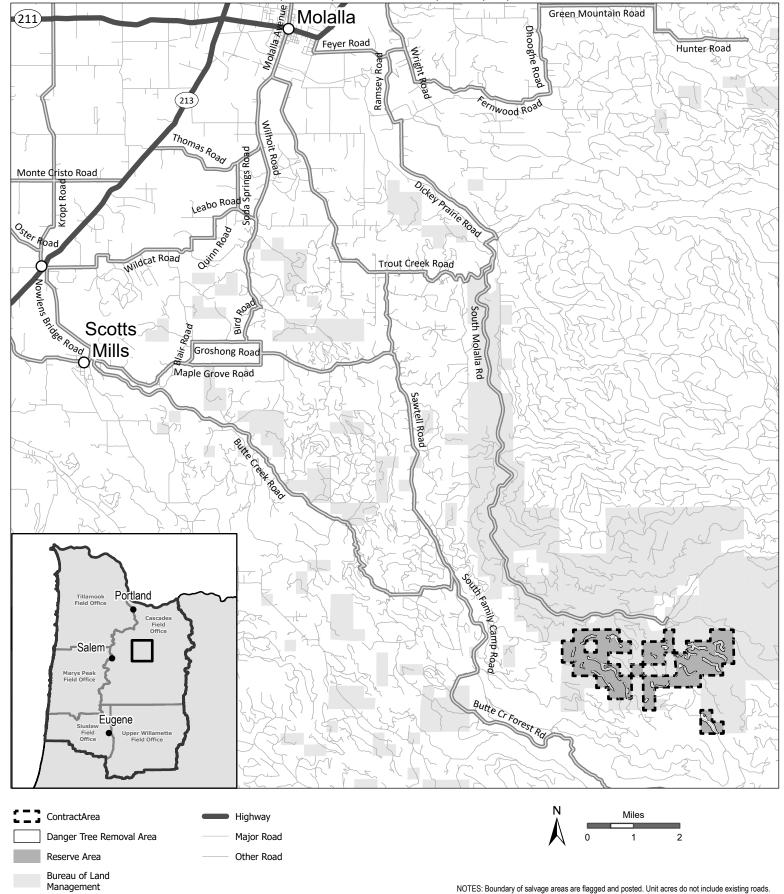


UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Land Management Northwest Oregon District

Golly Ridge DTR Vicinity Map

TIMBER SALE CONTRACT MAP - ORN01-TS-2022.0105

T. 7 S., R. 3 E., Sections 13-16, 21-25, 27, W.M.



UNITED STATES DEPARTMENT OF THE INTERIOR Bureau of Land Management

District: Northwest Oregon
Sale Number: ORN01-TS-2022.0105
Sale Name: Golly Ridge DTR

Stumpage Computation

	Pond	Logging	Profit &	Marg.	Stumpage
Species	Value	Costs (-)	Risk (-)	Logs (+)	
Douglas Fir	\$591.39	\$247.08	\$65.05	\$0.00	\$279.26
Western Hemlock	\$254.43	\$247.08	\$27.99	\$0.00	(\$20.64)
Red Alder	\$406.50	\$247.08	\$44.72	\$0.00	\$114.71
Big Leaf Maple	\$262.50	\$247.08	\$28.88	\$0.00	(\$13.46)

Appraised Price Summary

		Unrounded S	Stumpage & Value	Adj	usted Appraised Price
Species	Volume	\$/M	Value	\$/M	Value
Douglas Fir	8,686.0	\$279.26	\$2,425,652.36	\$275.50	\$2,392,993.00
Western Hemlock	695.0	(\$20.64)	(\$14,344.80)	\$25.50	\$17,722.50
Red Alder	23.0	\$114.71	\$2,638.33	\$113.50	\$2,610.50
Big Leaf Maple	12.0	(\$13.46)	(\$161.52)	\$26.30	\$315.60
TOTALS	9,416.0				\$2,413,641.60

Surplus species stumpage has been reduced to compensate for species stumpage below minimum price policy (10% of pond value).

Approved by:			
Appioved by.	 	 	

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Clackamas	7 S	3E	25	SW1/4	Willamette
O&C	Clackamas	7\$	3E	13	SW1/4	Willamette
O&C	Clackamas	7\$	3E	15	SW1/4	Willamette
O&C	Clackamas	7\$	3E	16	SE1/4	Willamette
O&C	Clackamas	7\$	3E	21	NE1/4 NW1/4,SW1/4 SE1/4	Willamette
O&C	Clackamas	7\$	3E	22	NW1/4 SW1/4, SE1/4	Willamette
O&C	Clackamas	7\$	3E	23	NE1/4 NW1/4, SW1/4 SE1/4	Willamette
O&C	Clackamas	7\$	3E	24	NE1/4 NW1/4, SW1/4	Willamette
O&C	Clackamas	7\$	3E	27	NE1/4 NW1/4	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	8,686.0	9,756.0	9,900.0	72,991	2,849	13,016
Western Hemlock	695.0	779.0	779.0	13,079	0	6,490
Red Alder	23.0	28.0	28.0	693	169	400
Bigleaf Maple	12.0	17.0	17.0	327	225	327
Totals	9,416.0	10,580.0	10,724.0	87,090	3,243	20,233

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
242.0	0.0	0.0	242.0	38.9

Comments:

Western hemlock, and Bigleaf Maple, appraised below 10% of pond value. Deficit species value was applied to the Douglas-fir species and Red Alder with a reduced stumpage price to reflect the loss value in WH, BLM. This adjustment was done on a spreadsheet titled Deficit Surplus Spreadsheet which is the new advertised stumpage sheet to be applied to the contract..

Logging Costs	
Stump to Truck	\$1,406,505.20
Transportation	\$603,060.00
Road Construction	\$0.00
Maintenance/Rockwear	\$278,711.00
Road Use	\$0.00
Other Allowances	\$38,200.00
Total:	\$2,326,476.20
Total Logging Cost per MBF:	\$247.08

Utilization Centers

Location	Distance	% of Net Volume
Multiple Locations	51.0 miles	100 %
I	Profit & Risk	
Profit		8 %
Risk		3 %
Total Profit & Risk	·	11 %

Tract Features

Quadratic Mean DBH	18.4 in
Average GM Log	103 bf
Average Volume per Acre	38.9 mbf
Recovery	88 %
Net MBF volume:	
Green	9,316.0 mbf
Salvage	100 mbf
Export	0 mbf
Ground Base Logging:	
Percent of Sale Volume	100 %
Average Yarding Slope	20 %
Average Yarding Distance	175 ft
Cable Logging:	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft
Aerial Logging:	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

Cruise

Cruise Completed April 2022
Cruised By j.Poteet, M.Rainey
Cruise Method

Variable plot cruise, Randomly selected sample trees, 40 baf used to spin plots, 350' x 350' grid was applied to the map of the harvest area ahead of time to identify sampling points Cellular phone gps was used to navigate between sampling points using a geo referenced PDF and utilizing the Avenza maps application.

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF		Appraised Value
Douglas Fir	13,016	8,686.0	\$591.39	\$65.05	\$247.08	\$0.00	\$279.30		\$2,425,999.80
Western Hemlock	6,490	695.0	\$254.43	\$27.99	\$247.08	\$0.00	\$25.50	*	\$17,722.50
Red Alder	400	23.0	\$406.50	\$44.72	\$247.08	\$0.00	\$114.70		\$2,638.10
Bigleaf Maple	327	12.0	\$262.50	\$28.88	\$247.08	\$0.00	\$26.30	*	\$315.60
Totals	20,233	9,416.0							\$2,446,676.00

^{*} Minimum Stumpage values were used to compute the Appraised Price/MBF (10% of Pond Value)

Other Wood Products

Product	Unit of Measure	# of Units	\$/Unit	Appraised Value
Biomass	Green Tons	15	\$5.00	\$75.00
Totals				\$75.00

Total Appraised Value: \$2,446,751.00

Percent of Volume By Log Grade

Species	No. 1 & 2 Peeler	No. 3 Peeler	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Douglas Fir			4.0 %	77.0 %	17.0 %	2.0 %	

Comments: Prices from Northwest Oregon BLM Log Price sheet for April 2022

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western Hemlock				59.0 %	25.0 %	16.0 %	

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

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

Unit Summary

Unit: 1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	1,902.0	2,137.0	2,168.0	2,851
Western Hemlock	152.0	171.0	171.0	1,421
Red Alder	5.0	6.0	6.0	88
Bigleaf Maple	3.0	4.0	4.0	72
Totals:	2,062.0	2,318.0	2,349.0	4,432

Net	Volume	/Acre·	38.9	MRF
IACL	Volulle	<i> </i> ACI E.	30.3	IVIDI

Regeneration Harvest	53.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	53.0

Unit: 2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	1,328.0	1,492.0	1,514.0	1,990
Western Hemlock	106.0	119.0	119.0	992
Red Alder	3.0	4.0	4.0	61
Bigleaf Maple	2.0	3.0	3.0	50
Totals:	1,439.0	1,618.0	1,640.0	3,093

Net Volume/Acre: 38.9 MBF

Regeneration Harvest	37.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	37.0

Unit: 3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	359.0	403.0	409.0	538
Western Hemlock	29.0	32.0	32.0	268
Bigleaf Maple	1.0	1.0	1.0	14
Red Alder	1.0	1.0	1.0	17
Totals:	390.0	437.0	443.0	837

Net Volume/Acre: 39.0 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	1,113.0	1,250.0	1,268.0	1,667
Western Hemlock	89.0	100.0	100.0	831
Red Alder	3.0	4.0	4.0	51
Bigleaf Maple	2.0	2.0	2.0	42
Totals:	1,207.0	1,356.0	1,374.0	2,591

Net Volume/Acre: 38.9 MBF

Regeneration Harvest	31.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	31.0

Unit: 5

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	1,902.0	2,137.0	2,167.0	2,851
Western Hemlock	152.0	170.0	170.0	1,423
Red Alder	4.0	6.0	6.0	86
Bigleaf Maple	1.0	2.0	2.0	70
Totals:	2,059.0	2,315.0	2,345.0	4,430

Net Volume/Acre: 38.8 MBF

Regeneration Harvest	53.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	53.0

Unit: 6

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	969.0	1,088.0	1,105.0	1,452
Western Hemlock	78.0	87.0	87.0	724
Red Alder	3.0	3.0	3.0	45
Bigleaf Maple	1.0	2.0	2.0	37
Totals:	1,051.0	1,180.0	1,197.0	2,258

Net Volume/Acre: 38.9 MBF

Regeneration Harvest	27.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	27.0

Unit: 7

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	144.0	161.0	164.0	215
Western Hemlock	11.0	13.0	13.0	107
Bigleaf Maple	1.0	1.0	1.0	5
Red Alder	1.0	1.0	1.0	7
Totals:	157.0	176.0	179.0	334

Net Volume/Acre: 39.3 MBF

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

Unit: 8

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	969.0	1,088.0	1,105.0	1,452
Western Hemlock	78.0	87.0	87.0	724
Red Alder	3.0	3.0	3.0	45
Bigleaf Maple	1.0	2.0	2.0	37
Totals:	1,051.0	1,180.0	1,197.0	2,258

Net Volume/Acre: 38.9 MBF

Regeneration Harvest	27.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	27.0

Comments:

Variable plot Cruised to a 20% SE using a 350' X 350' grid for plot spacing and a 40BAF.

Total Stump To Truck	Net Volume	\$/MBF
\$1,406,505.20	9,416.0	\$149.37

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

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Track Skidder	GM MBF	10,580.0	\$132.94	\$1,406,505.20	5 loads per day \$4.00 per Gallon fuel
Subtotal				\$1,406,505.20	

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
Subtota	ı			\$0.00	

Comments:

5 loads per day \$4.00 per Gallon fuel

Total	Net Volume	\$/MBF
\$603,060.00	9,416.0	\$64.05

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Multiple Locations	51.0	Salvage material		10,580.0	\$57.00	\$603,060.00	100 %

Comments:

(\$95.00/Hours, 51 – 60 Miles @ 3 Hours per load, 5 MBF/Load)= \$57.00

Engineering Allowances

Total	Net Volume	\$/MBF
\$278,711.00	9,416.0	\$29.60

Cost Item	Total Cost
Road Construction:	\$0.00
Road Maintenance/Rockwear:	\$278,711.00
Road Use Fees:	\$0.00

Comments:

Rockwear fees Due to BLM \$12,978.03 Rockwear allowance \$63,700.00 Road maintenance allowance \$42,117.03 Road Maintenance fees due to BLM \$99,011.72 Road renovation allowance \$60,904.22

Total	Net Volume	\$/MBF
\$38,200.00	9,416.0	\$4.06

Environmental Protection

Cost item	Total Cost
Equipment washing	\$400.00
Subtotal	\$400.00

Slash Disposal & Site Prep

Cost item	Total Cost
Pile Burning	\$9,000.00
Pile Construction and Covering	\$28,800.00
Subtotal	\$37,800.00

Comments:

Golly Ridge DTR

Price for SD stips Came from fuels appraisal