

P R O S P E C T U S
SEALED BID, SCALE SALE

GRANTS PASS RESOURCE AREA
 JOSEPHINE MASTER UNIT

Medford Sale # ORM07 – TS – 2023.0006
 January 19, 2023 (SS)

#1. Rum Creek Deck, Josephine County, O&C BID DEPOSIT REQUIRED: \$9,600.00

All timber designated for cutting in SW1/4NW1/4, NW1/4SW1/4 Section 15., T. 34S., R. 7W., Willamette Meridian.

Est. Volume MBF 32' Log	Species	Est. Volume MBF 16' Log	Appr. Price Per MBF*	Est. Volume Times Appraised Price
226.0	Douglas-fir	275.0	\$346.30	\$95,232.50
15.0	Ponderosa pine	18.0	\$17.30+	\$311.40
10.0	Sugar pine	12.0	\$17.30+	\$207.60
251.0	Totals	305.0		\$95,751.50

*Stumpage values have been determined by market value estimates and analytical appraisal methods were used to compute the appraised price. +Salvage Pine is 10% of pond value. Additional information concerning the appraised price is available at the Medford District Office.

The contract will be awarded based on the best value to the Government.

CRUISE INFORMATION – All timber within the timber sale, are based on ocular estimates which must be taken into consideration if comparisons are made with volume predictions based on other standards. Total quantity of timber actually cut or removed or designated for taking will be determined by scale.

Bidders will be restricted to bidding on a unit (MBF) rate of the Douglas-fir volume. All other species will be sold at appraised price per unit (MBF).

All of the 305 MBF sale volume is salvage material. All of the 305 MBF sale volume is already cut, bucked into log lengths, and decked.

LOG EXPORT AND SUBSTITUTION RESTRICTIONS - All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export under the United States in the form of unprocessed timber and is prohibited from use 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.

CUTTING AREA – One (1) unit containing one (1) acre. Timber to be removed consists of log

decks located in the harvest area. See Exhibit A for details.

CUTTING TIME - Contract duration will be 12 months for cutting and removal of timber.

ACCESS - Access to the sale area is available via a public state and county road system through the contract area, existing BLM roads, Right-of-Way and Road Use Agreement M-2000EA with BTG Pactual PNW Fund IV REIT, Inc.

Among other conditions, **Right-of-Way and Road Use Agreement M-2000EA with BTG Pactual PNW Fund IV REIT, Inc.** requires, but is not limited to:

1. Completion of an agreement between the Purchaser and the Permittee.
2. Road maintenance fees and rockwear fees to be paid by the Purchaser.
3. Arbitration of conditions of road use. The Permittee has indicated they require an estimated road maintenance obligation of \$651.09 and an estimated rockwear obligation of \$285.18, based upon the cruised estimated volume listed in the license agreement. The final road maintenance obligation will be based on a \$1.00 per thousand board feet log scale per mile for the use of road numbers 35-7-11.00 E and 35-7-11.00 F, and a road maintenance obligation will be based on a \$0.77 per thousand board feet log scale per mile for the use of road numbers 35-7-11.00 F, 34-7-15.04, and 34-7-36.00 K, and a rockwear obligation will be based on a \$0.85 per thousand board feet log scale per mile for the use of rockered road number 35-7-11.00 E.

ROAD MAINTENANCE - The Purchaser will be required to pay to the BLM and an estimated road maintenance fee of \$1,713.19 and an estimated rockwear fee of \$334.44 based upon the cruised estimated volume listed in the contract. Final road maintenance obligation will be based on a \$0.82 per thousand board feet log scale per mile for the use of road number 35-7-11.00 A-C for BST roads. Final rockwear obligation will be based on a \$0.85 per thousand board feet log scale per mile for the use of rockered road numbers 35-7-11.00 D, 35-7-11.00 F, 34-7-15.04, and 34-7-36.00 K.

ROAD CONSTRUCTION – There is no construction or renovation required by the Purchaser.

EQUIPMENT REQUIREMENTS – Log loader is required.

CONTRACT TERMINATION - A 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 comply with the Endangered Species Act, or comply with a court order. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

PERFORMANCE BOND - A performance bond in the amount of 20% of the total purchase price will be required.

OTHER -

1. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
2. Cleaning of equipment to eliminate noxious weed seeds is required prior to move in of equipment onto federal lands.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – From Grants Pass, Oregon travel North on I-5 to Exit 61 Merlin, Oregon. Turn left onto Merlin Road. Continue on Merlin Road, which will turn into Galice Road at the railroad crossing. Continue on Merlin Road and Galice Road for approximately 8.1 miles and turn left onto Hog Creek Road (35-7-11.0). Continue on Hog Creek Road for approximately 8.7 miles and turn left onto Old Hog Creek Ridge (34-7-36.0). Continue on Old Hog Creek Ridge for approximately .4 miles and the decked logs are on the right side of the road.

ENVIRONMENTAL ASSESSMENT – A categorical exclusion environmental assessment DOI-BLM-ORWA-M070-2023-0001-CX was prepared for this sale, and a Finding of No Significant Impact has been documented. This document is available for inspection as background for this sale at the Medford District Office.

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Section 43. TIMBER RESERVED FROM CUTTING - The following timber on the contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government.

- (A) AR-4 All timber shown on the Reserve Area and all timber except trees which were cut into logs and decked prior to the date this contract was entered in the Rum Creek Log Deck, as shown on Exhibit A.
- (B) IR-8 All timber on the Reserve Areas except dead and dying hazard trees that meet the Selection Criteria in Exhibit F adjacent to roads along the haul route and adjacent to logging operations, as shown on Exhibit A.

Section 44

(A) LOGGING

- (1) L-1 Before beginning operations on the contract area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of seven (7) or more days.
- (2) L-2 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.
- (3) L-4 All hazard trees designated for cutting within twenty (20) feet on each side of the road shall be cut so that the resulting stumps shall not be higher than twelve (12) inches measured from the ground on the uphill side of the trees unless otherwise approved by the Authorized Officer.
- (4) L-12 In the harvest units shown on Exhibit A, yarding shall be done by equipment as listed below.

Designated Area	Yarding Requirements or Limitations
<u>Rum Creek Deck</u>	Full suspension yarding of logs is required. Equipment shall only operate on existing landing and road surfaces. No new ground disturbance shall occur.

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- (5) L-14 No falling, yarding or loading is permitted in or through the streams, springs, or resource buffers as shown on Exhibit A.

- (6) L-19 No haul on natural surface roads shall be conducted on the Contract Area between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. Purchaser may also elect to rock these roads at their own expense. If the Authorized Officer determines that hauling would not result in road damage or the transport of sediment to nearby stream channels based on soil moisture conditions or rain events, Contracting Officer may approve a conditional waiver for hauling. If soil moisture conditions or rain events are anticipated to cause impacts to roads or stream water quality resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

(B) ROAD CONSTRUCTION, MAINTENANCE, AND USE (R)

- (1) R-2: The Purchaser is authorized to use the roads listed below and shown on the Exhibit D map for the removal of Government timber sold under the terms of this contract, provided that the Purchaser pay the required maintenance and rockwear obligations described in Section 42(B)(3) and Section 42(B)(4). The Purchaser shall pay current Bureau of Land Management maintenance and rockwear fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length in Miles	Road Control	Surface Type	Maintenance Responsibility
35-7-11.00 A-C	6.85	BLM	BST	BLM
35-7-11.00 D	0.18	BLM	AGG	BTG
35-7-11.00 E	1.10	BTG	AGG	BTG
35-7-11.00 F	0.69	BLM	AGG	BTG
34-7-15.04	0.10	BLM	AGG	BTG
34-7-36.00 K	0.32	BLM	AGG	BTG
Total	3.88			

- (2) R-2a: With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users of road(s) included in Section 42(B)(1) of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on these roads.

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- (3) R-2d For the use of BLM roads **35-7-11.00 A-C**, the Purchaser shall pay a maintenance fee of **\$0.82** per thousand board feet log scale per road mile. For the use of BLM roads **35-7-11.00 D, 35-7-11.00 F, 34-7-15.04** and **31-3-19.1 A**, the Purchaser a rockwear fee of **\$0.85** per thousand board feet log scale per road mile. The final maintenance and rockwear fees due shall be based upon actual scaled volumes determined pursuant to Exhibit B of this contract 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 Purchaser will be required to label, with a permanent ink marker, each load ticket with the corresponding unit number as directed by the Authorized Officer.** If the total road maintenance and rockwear fee does not exceed five hundred and no/100 dollars (\$500.00), the Purchaser shall pay such amount in full prior to use of such roads. Based upon the estimated contract volume (305 MBF), the Purchaser shall pay a maintenance fee of **one thousand seven hundred seventy thirteen and 19/100 dollars (\$1,713.19)** and a rockwear fee of **three hundred thirty four eight and 44/100 dollars (\$334.44)** for the use of said BLM roads. If it is determined by the Authorized Officer, after all merchantable timber has been scaled, that the total maintenance and rockwear payments made under this contract exceed the total maintenance and rockwear payment received, such excess shall be returned to the Purchaser after such determination is made.
- (4) R-3 In the use of Roads **35-7-11.00 D, 35-7-11.00 E, 35-7-11.00 F, 34-7-15.04, and 34-7-36.00 K**, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. M-2000EA, between the United States of America and **BTG Pactual PNW Fund IV REIT, Inc.** This document is available for inspection at the Medford District Office.

These conditions include:

1. Based upon the estimated contract volume (305 MBF), payment of a maintenance obligation of **six hundred fifty one and 09/100 dollars (\$651.09)** shall be made to **BTG Pactual PNW Fund IV REIT, Inc.**, payable at the time indicated in the License Agreement.
2. Based upon the estimated contract volume (305 MBF), payment of a rockwear obligation of **two hundred eighty five and 18/100 dollars (\$285.18)** shall be made to **BTG Pactual PNW Fund IV REIT, Inc.**, payable at the time indicated in the License Agreement.
3. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a properly signed copy of the executed License Agreement.

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4. Default by the Purchaser of said Right-of-Way and Road Use Agreement, or any License Agreement executed pursuant thereto, for failure to pay appropriate road fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision.
- (5) R-3c: The Purchaser agrees that if they elect to use any other private roads, which is the subject of a right-of-way agreement with the Government for the removal of Government timber sold under the terms of this contract, the Purchaser shall request and agree to the modification of this contract to provide for such use and for allowances for amortization of the Government's share of the capital investment of any such road.
- (6) R-4: 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.

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- (7) **R-5: Tracked type equipment shall not be allowed to cross over concrete bridge decks, other concrete surfaced structures, or asphalt surfaced roads without the proper protection of that surface.** Prior approval shall be obtained from the Authorized Officer when crossing with protective devices.

The Purchaser shall be responsible for the repair of any damage to roads or structures caused by the use tracked 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.

(C) ENVIRONMENTAL PROTECTION

- (1) E-1 In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall not haul on hydrologically connected natural surface or rocked roads during conditions that would result in any of the following: surface displacement such as rutting or ripples, continuous mud splash or tire slide, fines being pumped through road surfacing from the subgrade resulting in a layer of surface sludge, as directed by the Authorized Officer.
- (2) E-1 In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall not haul on all natural surface roads that receive one-half (½) inch or more precipitation within a twenty-four (24) hour period. Haul shall not resume for a minimum of forty-eight (48) hours following any storm event, or until road surface is sufficiently dry, as approved by the Authorized Officer. The Purchaser may elect, at their own expense, to apply rock surfacing to these roads to bring them up to wet weather haul standards, as approved by the Authorized Officer.
- (3) E-1 In addition to the requirement set forth in Section 26 of this contract, the Purchaser shall implement the following noxious weed control measures:
- (a) In order to prevent the potential spread of noxious weeds into the Medford District BLM, the operator would be required to clean all logging, construction, chipping, grinding, shredding, rock crushing, and transportation equipment prior to entry on BLM lands.
 - (b) Cleaning shall be defined as removal of dirt, grease, plant parts, and material that may carry noxious weed seeds into BLM lands. Cleaning prior to entry onto BLM lands may be accomplished by using a pressure hose.
 - (c) Only equipment inspected by the BLM would be allowed to operate within the Analysis Area. All subsequent move-ins of equipment as described above shall be treated the same as the initial move-in.

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- (d) Prior to initial move-in of any equipment, and all subsequent move-ins, the operator shall make the equipment available for BLM inspection at an agreed upon location off Federal lands.
 - (e) Equipment would be visually inspected by the Authorized Officer to verify that the equipment has been reasonably cleaned.
- (4) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser would be required to be in compliance with OAR 629-605-0130 of the Forest Practices Act. Notification, removal, transport, and disposal of oil, hazardous substances, and hazardous wastes would be accomplished in accordance with OAR 340-142 (OARD, 2018), and the operator will have a Spill Prevention, Control and Countermeasure Plan (SPCC) in place. the Purchaser shall prepare a Spill Prevention, Control, and Countermeasure Plan for all hazardous substances to be used in the contract area, as directed by the Authorized Officer. Such plan shall include identification of Purchaser's representatives responsible for supervising initial containment action for releases and subsequent cleanup. Such plans must comply with the State of Oregon DEQ OAR 340-142, Oil and Hazardous Materials Emergency Response Requirements.
- (5) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall not refuel equipment, store, or cause to have stored, any fuel or other petroleum products within one hundred (100) feet of all riparian management or wet areas. All Petroleum products shall be stored in durable containers and located so that any accidental releases will be contained and not drain into any stream system. Hydraulic fluid and fuel lines on heavy mechanized equipment would be in proper working condition in order to minimize potential for leakage into streams. Absorbent materials shall be onsite to allow for immediate containment of any accidental spills. Spilled fuel and oil shall be cleaned up and disposed of at an approved disposal site.
- (6) E-3 The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:
- (a) 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;
 - (b) when, in order to comply with the Endangered Species Act, or to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;

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- (c) 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;
- (d) 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;
- (e) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (f) when, in order to comply with a stay or other remedy issued by the Interior Board of Land Appeals (IBLA) the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (g) species have been discovered which were identified for protection in accordance with management direction established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
- (h) when, in order to protect species which were identified for protection in accordance with management direction established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Section 3.b. (use 3.a. for scale sale contract form 5450-4/26) of the

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

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

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

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

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the ROD and RMP, if consistent with species protection in accordance with management direction established in the ROD and RMP, or if consistent with a court order or an IBLA issued stay or remedy.

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

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

- (7) E-5 The Purchaser shall notify the Authorized Officer in writing by February 1 of each calendar year in which operations are expected to take place on the contract area between March 1 and September 30, both days inclusive. If notification is not received by the Authorized Officer by February 1, felling, bucking, yarding, road construction, or any other activity 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 the 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 1 through June 30 of each year.

(D) FIRE PREVENTION

- (1) F-1 Fire Prevention and Control. Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in

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construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the of the Authorized Officer.

(2) F-1a Fire Prevention and Control. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:

(a) At least three (3) days prior to the operation of power-driven equipment during any operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer and the State of Oregon Department of Forestry.

(b) Provide and maintain on the contract area in good working order, and immediately available, the following equipment for use during closed fire season or periods of fire danger:

1. F-2a Fire fighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever employees are working on the contract area. All fire fighting tools shall be kept in a sturdily constructed box which shall be painted red and lettered on the front or top in large letters, "For Fire Only." The box shall have a hinged lid and a hasp by which the lid can be sealed. One box may serve two landings not over six hundred (600) feet apart. When filled, the box shall not weigh over two hundred (200) pounds. The fire tools shall be in good condition, be tight on strong handles, and have sharp cutting edges. There shall be not less than four (4) tools in each box nor less than one (1) tool for each employee working on the contract area. Three-fourths (3/4) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.

2. F-2b At each landing or such other place as the Authorized Officer shall designate during periods of operation one (1) tank truck of three hundred (300) gallons or more capacity with five hundred (500) feet of 1½ inch hose (must be adequate length to reach 200 feet beyond active work sites), six (6) 1½ inch wyes, six (6) 1½ inch to 1 inch reducers, three (3) 1½ inch nozzles and three (3) 1 inch nozzles. One (1) three hundred (300) gallon fire engine may be substituted for each required 300 gallon tank truck, provided that the total capability to pump and deliver water remains unchanged. Each fire engine / tank truck shall be equipped with a pump capable of delivering a minimum of forty (40) gallons per minute (gpm) water flow at one hundred fifty (150) pounds per square inch (psi) engine pressure through fifty (50) feet of 1½ inch fire hose. The pump may

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be either power take off driven or truck-mounted auxiliary engine driven, or portable. All equipment shall be acceptable to and approved by the Authorized Officer and shall conform to the standards set forth in Oregon Revised Statutes 477.645 through 477.670. All hose couplings shall have the standard thread adopted by the BLM (1 ½ inches National Hose Thread (NH), 1 inch National Pipe Straight Hose Thread (NPSH) or be provided with suitable adapters. At the close of each working day, all bulldozers and fire/tank trucks shall be filled with fuel and made ready for immediate use. All fire/tank trucks shall be filled with water and made available for immediate use.

3. F-2c Serviceable cell phone or radio equipment able to provide prompt and reliable communication between the contract area, Medford BLM District Office, and Oregon Department of Forestry. Such communication shall be available during periods of operation including the time watchman service is required.
4. F-2d A pair of headlights capable of being quickly attached to each bulldozer used on the contract area. The headlights shall be adequate to provide illumination sufficient to allow use of the bulldozers for fire fighting and construction of fire lines at night.
5. F-2e A headlamp for each employee in the woods crew adequate to provide sufficient illumination for night firefighting. A headlight shall be of the type that can be fastened to the head so as to allow independent use of the hands. At least one extra set of batteries shall be provided for each such headlight.
6. F-2f Two (2) back-pack pumps at each landing and one (1) at each tail block, all to be kept full of water and in good operating condition.
7. F-2g A chemical fire extinguisher of at least eight (8) ounces minimum capacity of a type approved by the Authorized Officer and a size 0 or larger shovel shall be carried during the closed fire season or periods of fire danger by each falling crew and each buckler using a power saw on the contract area. Such fire extinguisher shall be filled and in effective operating condition and shall at all times be immediately available to the operator when the saw is being fueled or the motor of the saw is running. Any fueling of a power saw shall be done in an area which has first been cleared of all flammable material. Power saws shall be moved at least twenty (20) feet from the place of fueling before the engine is started. Each power saw

RUM CREEK DECK TIMBER SALE

SPECIAL PROVISIONS

shall be equipped with an exhaust system and a spark arresting device which are of types approved by the Authorized Officer.

- (c) F-5 Where blocks and cables are used on the contract area during periods of fire danger, the Purchaser shall remove all flammable material at least ten (10) feet from the place where the tail or any other block will hang when the cable is tight. Such clearings shall be inspected periodically by the Purchaser and shall be kept free of flammable material.
- (3) F-9 During Oregon Department of Forestry regulated use closure, no smoking shall be permitted outside of closed vehicles.

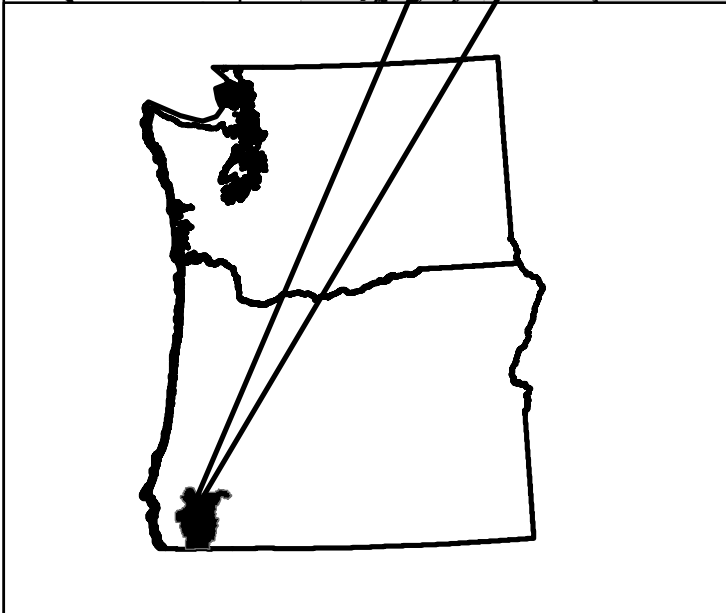
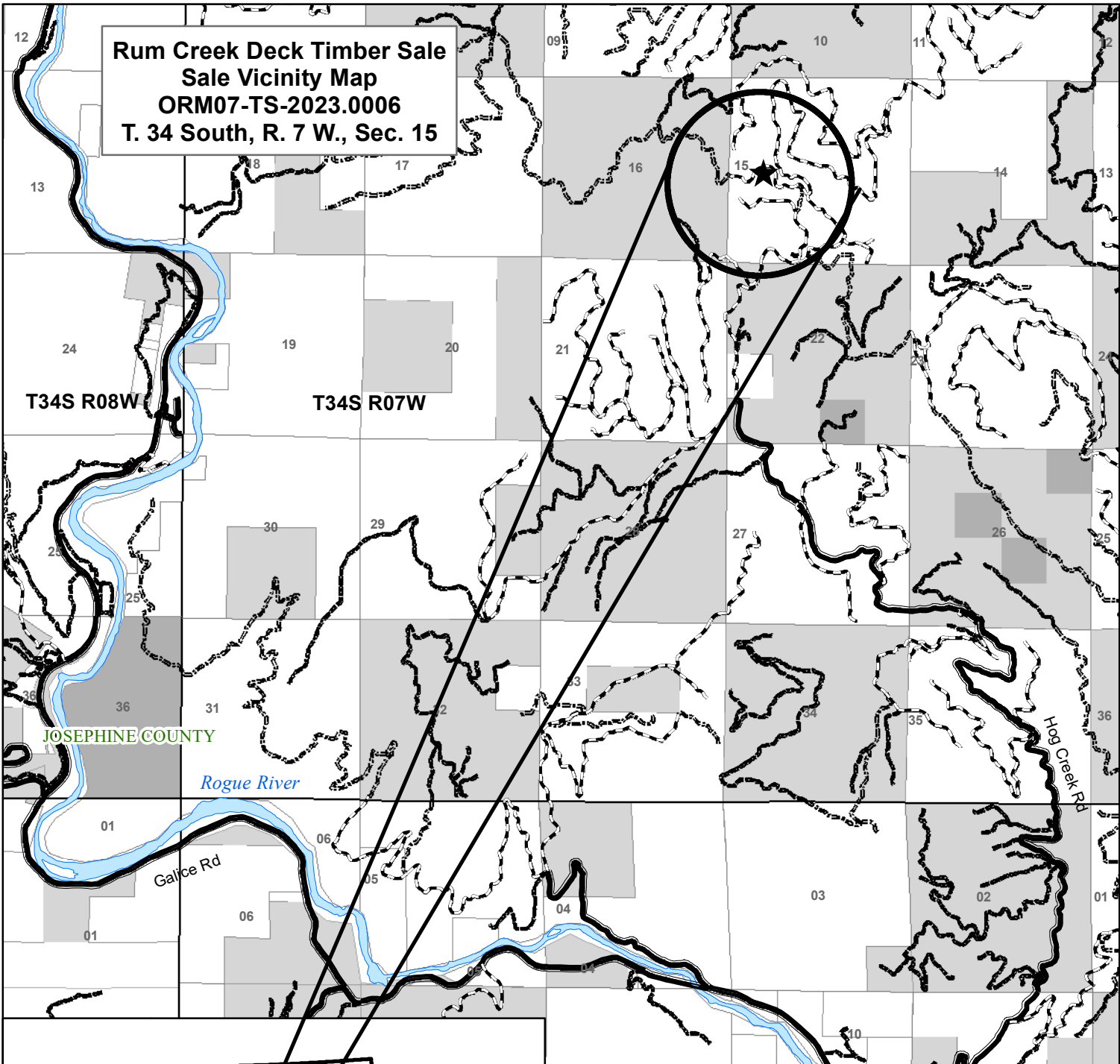
(E) LOG EXPORT RESTRICTIONS

- (1) LE-2 Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs on timber loads. One end of all branded logs to be processed domestically will be marked with a 3 square inch spot of highway yellow paint. The purchaser will stop trucks for accountability monitoring at mutually agreed upon locations when notified by the Authorized Officer.

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

If contract area is within a State that maintains a log brand register, brands shall be registered with the State and Purchaser shall use assigned brand(s) exclusively on logs from this contract until the Authorized Officer releases the brand(s).

**Rum Creek Deck Timber Sale
Sale Vicinity Map
ORM07-TS-2023.0006
T. 34 South, R. 7 W., Sec. 15**



Legend

★ Rum Creek Deck Location

Road Surface Type

SurfaceType

▬ Paved Road

▬ Rocked Road

▬ Natural Surface Road

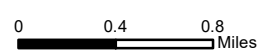
□ Bureau of Land Management

■ Oregon Department of Forestry

■ Private

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Bureau of Land Management
Medford District Office
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Medford, OR 97504
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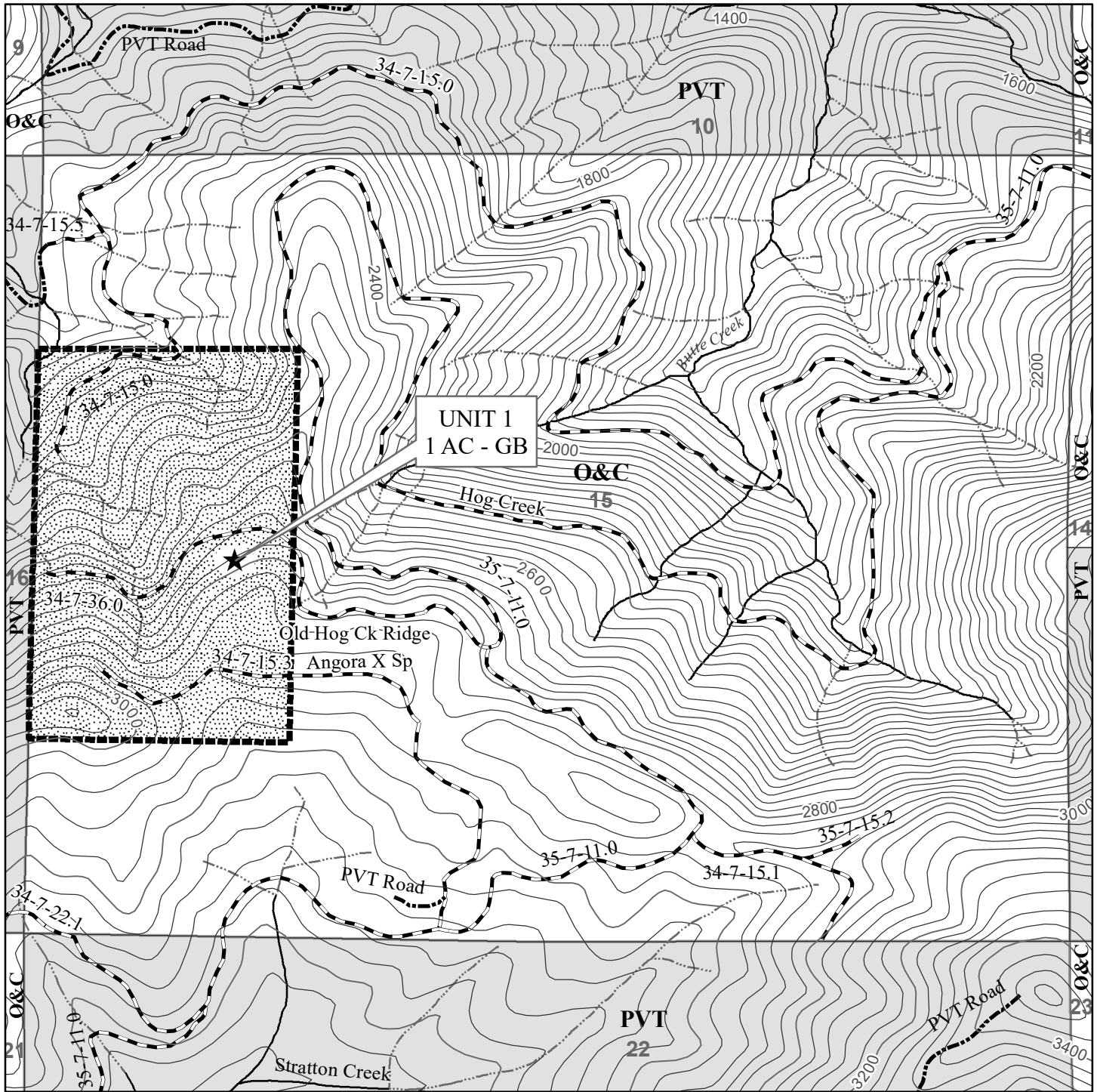
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1 inch = 4,167 feet



Created By: LLS
Creation Date: 8-29-2019



Legend

- | | | |
|----------------------------|--------------------------|---------------------------------------|
| ★ Rum Creek Deck Location | Road Surface Type | Rum Creek Deck Contract Area Boundary |
| ▲ Mountain Peaks | Surface Type | Rum Creek Deck Reserve Area (79 ac) |
| Perennial Stream | Paved Road | Land Ownership |
| Intermittent Stream | Rocked Road | O&C BLM, O&C Lands |
| Index 200-ft contour | Natural Surface Road | PVT Private |
| Intermediate 40-ft contour | | |
| 0 500 1,000 2,000 | Feet | |
| 40' CONTOUR INTERVAL | | |



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**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

Contract No.: ORM07-TS-2023.0006

Sale Name: Rum Creek Deck

Issuing Office: Medford

**EXHIBIT B
SCALE SALE**

PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS

- I. **Timber and Other Wood Products Sold** - In accordance with Section 2 and 3, the Purchaser agrees to pay the Government for the timber and other wood products sold under the contract in accordance with the following schedule, measurement standards, and requirements. Wood products sold is comprised of Timber, Other Wood Products, and Timber and Other Wood Products Remaining as defined below. In the event an Extension of Time is approved, the prices per measurement unit may be subject to readjustment in accordance with Section 9 of the contract.

Timber Schedule		
Species	Unit of Measure	Price Per Measurement Unit
Douglas Fir	MBF	TBD
Ponderosa Pine	MBF	\$17.30
Sugar Pine	MBF	\$17.30
Other Wood Products Schedule		
Product/Species	Unit of Measure	Price Per Measurement Unit

The Authorized Officer shall establish unit of measure and price per measurement unit, in accordance with standard Bureau of Land Management (BLM) procedures, for any species or products not listed in this Exhibit that are cut or removed from the contract area.

- II. **Timber** – Includes standing trees, downed trees or logs, or portions thereof, which can be cut into logs that equal or exceed the specifications below.

All logs defined below, which have not been reserved to Government in Section 43 of the

contract, shall be designated as timber under this contract. Logs or portions of logs which equal or exceed all the following minimum log specifications shall be considered timber sold. The Purchaser shall pay for all timber removed in accordance with Section 3 of the contract at the price per measurement unit shown in Section I of this Exhibit.

- Log or portion of a log that is:
 - One third (1/3) sound.
 - Small End Diameter Inside Bark (DIB) – Five (5) inches
 - Length – Eight (8) feet four (4) inches

III. Other Wood Products – Includes timber and other woody material not meeting the timber specifications above (i.e., pulp, biomass, chips, hog fuel).

If Purchaser removes any products or species which do not meet the minimum log specifications for timber in Section II, such material shall be considered other wood products. Purchaser shall pay for other wood products in accordance with Section 3 of the contract at the price per measurement unit shown in Section I of this Exhibit.

IV. Timber and Other Woods Products Remaining - The remaining volume of any timber or other wood products, which have not been reserved to Government in Section 43 of the contract, shall be determined as provided in Section 3(g) of the contract using specifications set forth in the table below. The Purchaser shall pay for the sum of all remaining volume in accordance with Section 3 of the contract at the unit prices shown in Section I of this Exhibit.

Left Standing Timber	Decked Timber Not Removed
Diameter at Breast Height (DBH): NA	Small End DIB: 8”
Log Height: NA	Log Length: 14’4”
% Sound: NA	% Sound: 33.3
Net Tree Volume: NA	Net Log Volume: 10 bdf

V. Measurement Standards

1. **Log Scaling Loads:** All species or products in Section I, with MBF as the Unit of Measure shall be designated as log scaling loads.
 - a. Log scaling services shall be provided and performed by BLM Certified Scalers or BLM-authorized Third-Party Scaling Organizations (TPSO), as determined by the Authorized Officer. The Purchaser’s employees or contractors may not perform log scaling.
 - b. All logs shall be scaled in Eastside Scribner Log Rules according to the Official Log Scaling and Grading Bureaus, Northwest Log Rules Eastside and Westside Log Scaling Handbook, as amended or supplemented, at the time the logs are scaled.
 - c. All logs shall be scaled using an authorized BLM log scaling method approved by the Authorized Officer in accordance with BLM prescribed procedures. A list of authorized BLM log scaling methods is available upon request.

- d. Purchaser shall ensure all logs are presented so that they may be scaled in an economical and safe manner.
- e. 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(g) of the contract when applicable. Avoidable delay in log scaling caused by the Purchaser that results in a measurable reduction in timber volume or quality would generally be considered abnormal delay, as determined by the Authorized Officer.
- f. Mechanical damage to logs that occurs during unloading identified by the TPSO will not be considered a deductible defect.
- g. The BLM will conduct check scaling using the following standards:
 Gross Scale - A variance of one and ½ 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 more than 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 fifty (50) percent of the volume scaled between the last satisfactory check and the first unsatisfactory check, one hundred (100) percent of the volume scaled during the unsatisfactory check, and fifty (50) percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.

- 2. **Weight Loads:** All species or products in Section I, with Tons as the Unit of Measure shall be designated as weight loads.
 - a. All weight loads shall be weighed on State certified scales.
 - b. Scales must have a current inspection tag or seal posted which shows the date of the most recent test by the State weights and measures agency.
 - c. No load shall be presented for weighing that exceeds the certified capacity of the scales in use.
 - d. Each load shall be weighed as a single unit. Gross and tare weight must be

machine printed on a weight receipt. Average tare weights shall not be used, unless approved by the Authorized Officer. In addition to the gross and tare weight, the following shall be recorded with each weight receipt:

- Contract name and number
- Load Ticket number
- Date, time, and location the load was weighed

VI. Accountability

1. Purchaser shall notify the Authorized Officer seven (7) business days prior to starting or stopping of hauling operations performed under the contract.
2. The Purchaser must provide the following information to the Authorized Officer seven (7) business days prior to the commencement of haul: log scaling and weighing location(s), planned beginning haul dates, anticipated number of loads per day to each scaling or weighing location, logger name and contact information, and log brands to be used, and the log brand registration number(s).
3. A Scaling Authorization Form(s) must be completed and approved by the Contracting Officer prior to beginning of hauling operations. The Scaling Authorization(s) will include approved measurement methods, merchantability standards, sort descriptions, and authorized delivery locations for all loads hauled from the contract area. For log scale loads, all log scaling locations on the Scaling Authorization(s) are required to have a Log Yard Authorization with the BLM. Approved Scaling Authorizations will be provided to the Purchaser upon request.
4. All loads will be scaled and/or weighed at locations listed on the Scaling Authorization as approved by the Authorized Officer.
5. Purchaser shall notify the Authorized Officer seven (7) business days in advance to request additional log scaling and/or weighing locations for approval on the Scaling Authorization(s).
6. Purchaser shall not intermingle BLM timber and other wood products with any other timber or wood products before log scaling and/or weighing occurs.
7. All logs on timber loads will be painted and branded at the landing and accounted for accordance with Section 44 of the contract. If contract area is within a State that maintains a log brand register, brands shall be registered with the State and Purchaser shall use assigned brand(s) exclusively on logs from this contract until the Authorized Officer releases the brand(s).
8. The Authorized Officer shall issue the Purchaser serially numbered load ticket books prior to any haul operations. The Purchaser shall sign a receipt for all ticket books received. The Purchaser shall accurately complete all load receipts in accordance with

the instructions on the front of the ticket books, or as directed by the Authorized Officer. Separate load ticket books will be used for timber and other wood products. Mule train timber loads will be treated as two separate loads with a ticket for each load. All load tickets will be marked with the cutting area number using a permanent marker or as directed by the Authorized Officer. The Purchaser shall deliver all loads to the log scaling or weighing location on the Scaling Authorization and listed on the BLM receipt. The load receipt and BLM receipt shall remain attached to the log load until it is scaled and/or weighed. For log scale loads, attach on the bunk or wing log at the front of the load on the driver's side, and surrender the load receipt and BLM receipt to the TPSO or Authorized Officer at the scaling location. For weight loads, either attach at the front of the load on the driver's side or place on the driver's side dashboard, attach the load receipt and BLM receipt to the weight receipt and deliver to the BLM weekly, unless otherwise directed by the Authorized Officer. The Purchaser will return all used load ticket books with woods receipts still attached to the BLM at the time new books are being issued. All unused and partial load ticket books, with receipts still attached, must be returned to the BLM upon completion of the contract and prior to final payment, or at the request of the Authorized Officer.

9. The Purchaser must account for all load receipts from each load ticket book. For all load receipts not accounted for, the Contracting Officer, at their sole discretion, will determine if the receipts are void or if the Purchaser shall pay damages for lost products. The value of lost products shall be equal to the highest value load for the month in which the receipt is lost. If no loads have been hauled in that month, value will be determined from the closest month in which loads were hauled. In the event a load receipt or load ticket book is lost or stolen, the Purchaser must immediately notify the Authorized Officer, and provide a complete explanation.
10. The Purchaser shall furnish BLM a map showing the route which shall be used to haul loads from the timber sale area to the log scaling/weighing location. Upon loading timber or other wood products in the contract area, all loads shall be hauled directly to the authorized scaling or weighing location as stated on the load receipt. The route of haul may be changed only with advance notice to and approval by BLM.
11. The Purchaser shall notify the Authorized Officer and receive advance authorization if any loads will arrive at an authorized scaling or weighing locations outside of their normal operating hours. No loads will be left on the truck for overnight storage without advance permission from the Authorized Officer.
12. If scaling or weighing services are unavailable, delayed or interrupted for any reason, hauling operations will cease immediately until services resume or an alternate scaling or weighing location is approved by the Authorized Officer.
13. Any removal of wood products from loaded trucks before being accounted for as required by the contract shall be considered a trespass and render the Purchaser liable for damages under applicable law in accordance with Section 13 of the contract. Any payment made for purchase of such loads shall be deducted from amount due because of trespass.

VII. Total Estimated Purchase Price – For administrative purposes, the following will be used for determining (1) when payments are due and (2) the value of timber or other wood products subject to any special bonding provisions in accordance with Section 3(f) of the contract.

1. When payments are made under Section 3 of the contract, the Authorized Officer shall determine the value of removed timber and other wood products using the Government’s records of log scale and/or weight volumes removed from the contract area.
2. The estimated value of timber and other wood products not yet removed from the contract area will be determined by subtracting the Government’s records for value of removed timber and other wood products from the estimated total purchase price as shown in the table below. The estimated Total Purchase price is calculated by multiplying the estimated volume or weight for all species/products, listed below, by the bid prices in Section 1.

Total Estimated Purchase Price for Timber and Other Wood Products			
Species/Product	Estimated Volume (MBF or Tons)	Bid Price (\$/MBF or \$/Ton)	Estimated Value
Douglas Fir	275 MBF	TBD	
Ponderosa Pine	18 MBF	\$17.30	
Sugar Pine	12 MBF	\$17.30	
Total Estimated Purchase Price:			

SELECTION CRITERIA-DESIGNATION BY PRESCRIPTION EXHIBIT F

The Selection Criteria shown below shall be used by the Purchaser in determining which trees adjacent to operations and along the haul route are to be retained and which trees are to be cut and removed. Consider safety in determining whether a fire-killed or fire-injured snag should remain standing. The operator will have flexibility and responsibility to remove any snag or tree deemed unsafe for workers on site.

The Purchaser shall leave all boundary trees marked with orange paint and/or poster tags. Adjacent to operations and along the haul route, the Purchaser shall also leave live hardwoods and live green conifers with a low probability of mortality as defined in Table 1 of this Exhibit.

SELECTION CRITERIA GUIDELINES FOR FIRE-INJURED TREES

The model for fire mortality trees utilizes the methods and procedures detailed in USFS Marking Guidelines for Fire-Injured Trees in California (Smith & Cluck, 2011), this document may be used as supplemental information by the Purchaser if needed. The method uses percent crown killed only or in combination with other guiding variables, such DBH and/or the presence of absence of bark beetle activity, to determine mortality probability. Percent crown kill is a measure of the proportion of foliage that includes any brown needles, as well as any areas that have blackened fine branches relative to the entire amount of foliage that was present before the burn. Lower branches that are presumed to have died before the fire should not be included when determining crown kill. Using the probability of mortality, this model also offers flexibility to accommodate BLM management goals and objectives for salvage operations.

A probability of mortality (Pm) of 40% or greater has been selected as the target for removal (Table and Figure 1) based on the following project objectives:

- Keep roads clear of hazard trees and debris in All Land Use Allocations
- Recover Economic Value in the Harvest Land Base Allocations
- Improve worker safety involved in reforestation and subsequent maintenance of the site
- Retain those trees that have a moderate to high probability of survival for satisfying other resource needs

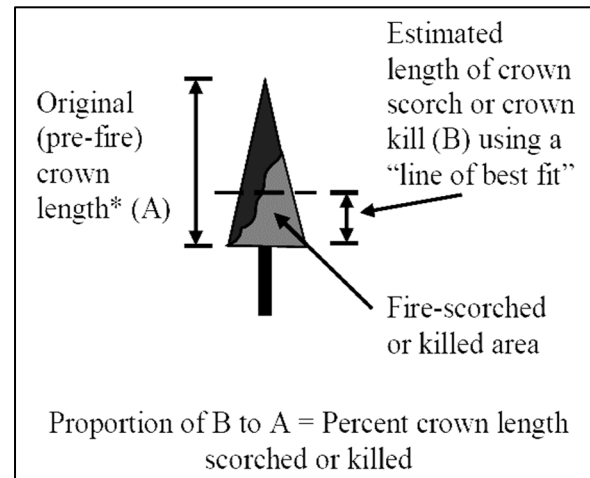
Required Leave Trees: retain all trees that meet the following criteria:

1. Conifers with a less than 40% probability of mortality (see below Table and Figure 1).
These should be left standing unless they pose an immediate safety hazard.
2. Live hardwoods > 8 inches DBH

3. Standing cull trees, these should be left standing unless they pose an immediate safety hazard, or left as coarse woody debris if felling is required.
4. Orange marked trees including boundary trees
5. Cull material and existing Down Woody Material (DWM) should be left in place to the extent possible.

Table and Figure 1. Crown scorch levels for 40% predicted mortality

P_m=0.4 level	Douglas-fir	
	DBH	Percent Crown Volume Killed
	4-40"	55
	Ponderosa pine	
	DBH	Percent Crown Length Killed
	10-29"	45
	30-40"	15
	41-50"	5
	Incense cedar	
	DBH	Percent Crown Length Killed
	10-60"	80
	Sugar pine	
	DBH	Percent Crown Length Killed
	10-60"	50
	White Fir	
10-35"	70	
>35-60"	50	



DEFINITIONS

Coarse Woody Debris (CWD): Portion of tree or entire tree that has fallen or been cut and left lying on the forest floor. Minimum qualifying stem as defined in this project must be ≥ 16 inches in diameter and ≥ 16 feet long.

Conifer: An evergreen tree that produces cones, needle-shaped leaves, and wood known commercially as "softwood".

DBH: Diameter of the tree at breast height, measured at four point five feet (4.5') above the ground level from the uphill side of the tree.

Down Woody Material (DWM): Logs lying on the forest floor that include merchantable and non-merchantable material in all decay classes.

Fire-Killed Tree: A standing or fallen conifer tree with 100% of the crown scorched showing brown needles or the crown is black with no needles.

Fire-Injured Tree: A conifer tree exhibiting crown scorch while still retaining green needles. Some fire-injured trees may die within the next 4 years (Appendix 1).

Fire-Injured Trees with a High Probability of Mortality: Standing trees that meet the description of fire-killed or fire-injured trees with a high probability of mortality defined in Appendix 1.

Hardwood: A live green broad-leaved tree which usually has a single well-defined trunk, exhibits > 30% live crown ratio and is capable of attaining a height greater than 20 feet. These include, but are not limited to alder, chinquapin, bigleaf maple, madrone, and oak species. Sprouting hardwood species may be in the form of multi-stemmed clumps originating from the base of a single defined stump.

Leave tree: Live green tree to be retained within the specifications of this prescription. These include live green conifers and large hardwoods, as well as fire-injured trees with a low probability of mortality as designated in Table and Figure 1..

Percent crown scorch: A measure of the proportion of foliage that has been killed by the fire relative to the entire amount of foliage that was present before the burn (scorched foliage should be obvious to the naked eye as yellowish brown or red needles).

Snag: 1. A dead or dying tree with physical characteristics exhibiting varying rates of decomposition (Appendix 4, Table 4-3). 2. Standing dead conifer or hardwood tree species (with a well-defined single main stem or trunk) from which the top has died or from which the leaves and most of the branches have fallen. 3. The remaining standing section of a tree whose crown has broken away from the stem. 4. Conifer trees that exhibit a high probability of mortality within the next 4 years (Appendix 1).