

PROSPECTUS

SCALE SALE

Sale Date: July 26, 2022

(1) Roseburg Sale No.: 2022.0012
Douglas County, Oregon: O&C, PD: Oral Auction

Sale Name: Susan Honey Hazard Trees
Bid Deposit Required: \$9,100.00

All timber designated for cutting on:

Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$	Sec. 1,	T. 26 S.,	R. 2 W.,	Willamette Meridian
SE $\frac{1}{4}$ SE $\frac{1}{4}$	Sec. 11,	T. 26 S.,	R. 2 W.,	Willamette Meridian
E $\frac{1}{2}$ NW $\frac{1}{4}$	Sec. 12,	T. 26 S.,	R. 2 W.,	Willamette Meridian
N $\frac{1}{2}$ NW $\frac{1}{4}$,	Sec. 13,	T. 26 S.,	R. 2 W.,	Willamette Meridian
NE $\frac{1}{4}$ NE $\frac{1}{4}$	Sec. 14,	T. 26 S.,	R. 2 W.,	Willamette Meridian

Approx. Number Merch. Trees	Est. Vol. MBF 32' Log	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Est. Volume Times Appraised Price
2,546	1,417	Douglas-fir	1,744	\$50.60 *	\$88,246.40
37	31	Incense-cedar	38	\$37.20 *	\$1,413.60
30	6	Western Hemlock	8	\$24.30 *	\$194.40
17	4	Western Redcedar	5	\$134.00 *	\$670.00
3	1	Grand Fir	1	\$26.00 *	\$26.00
2	1	Sugar Pine	1	\$16.20 *	\$16.20
2,635	1,460		1,797		\$90,566.60

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

THE VOLUMES LISTED herein are estimates only, 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 total actual purchase price.

APPRAISED PRICES are determined by analytical appraisal methods unless otherwise noted on individual timber sale notices.

LOG EXPORT AND SUBSTITUTION RESTRICTIONS: 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 5424 as amended.

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.

CRUISE INFORMATION: The Douglas-fir has been cruised using the 3P system to select sample trees. The sample trees have been cruised and their volume computed on form class tables for estimating volume in 16-foot lengths. This volume is then expanded to a total sale volume. A map showing the location of the sample trees is available at the Roseburg District Office. The volume of all other species have been determined by individual tree measurements using a 100% cruise.

With respect to merchantable trees of all species: the average tree is 24.7 inches D.B.H.O.B., the average log contains 183 bd. ft., the total gross volume is approximately 2657 MBF and 68% recovery is expected.

CUTTING AREA: This sale is comprised of blue-marked roadside danger trees in a portion of the Archie Creek fire area. The approximate locations where trees are marked for cutting are shown on the Exhibit A map.

TIMBER ACREAGE: Estimates include approximately 18 acres of hazard tree clearing in Section 1, T. 26 S., R. 2 W., W.M., approximately 3 acres of hazard tree clearing in Section 11, T. 26 S., R. 2 W., W.M., approximately 8 acres of hazard tree clearing in Section 12, T. 26 S., R. 2 W., W.M., approximately 10 acres of hazard tree clearing in Section 13, T. 26 S., R. 2 W., W.M., and approximately 5 acres of hazard tree clearing in Section 14, T. 26 S., R. 2 W., W.M., for a grand total of 44 acres.

ACCESS: Access to the sale area is provided by Government and Private controlled roads.

DIRECTIONS TO SALE AREA: From Roseburg, proceed east on State Highway 138 (North Umpqua Highway) approximately 29 miles to Boundary Road (County Road 4H) and follow the Exhibit C map to the sale area.

ROAD MAINTENANCE: Rockwear fees required to be paid to the BLM are estimated at \$6,118.49; the final amount due will be adjusted based on the final scaled timber volume. Rockwear fees required to be paid to Lone Rock Timberland Co are estimated at \$2,838.53; the final amount due will be adjusted based on the final scaled timber volume.

DURATION OF CONTRACT will be **12 months** for cutting and removal of timber. The contract will contain SPECIAL PROVISIONS regarding: logging; road construction, renovation, maintenance, and use; environmental protection; fire prevention; slash disposal; log exports; and safety.

ADDITIONAL INFORMATION: This prospectus includes maps and tables that cannot be made Section 508 compliant. For help with its data or information, please contact the Roseburg District Office at 541-440-4930.

NOTES:

1. 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 stay or remedy issued by the Interior Board of Land Appeals or a court order, or; (3) Protect species which were identified for protection in accordance with management direction established in the ROD and RMP.
2. Seasonal restrictions apply to this sale regarding logging operations. Refer to Sections 42(A)(9) for details. A "seasonal restriction matrix" is included with this prospectus to serve as a guide in planning and scheduling operations.
3. A license agreement/permit with the Lone Rock Timberland Co. is required. The terms and conditions of the license agreement/permit are available for inspection at the Roseburg District Office.

4. Slash disposal requirements consist of the following: machine piling, covering and burning slash and debris within a fifty (50) foot radius of landings. Refer to Section 42(E) for details.
5. An additional Special Provision will be utilized for the cutting of any bearing tree, where cutting is necessary. Refer to Section 41 for details.
6. Additional Fire Prevention and Control provisions are required pertaining to fire fighting tools and smoking during Oregon Department of Forestry regulated use closures. Refer to Section 42(D) for details.
7. A revised Special Provision has been added to the contract which pertains to the Purchaser requirements for Log Exports. Refer to Section 42(F) for details.

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

Section 41. TIMBER RESERVED FROM CUTTING -The following timber in the Contract Area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of the Government.

- (a) All timber on the Reserve Areas, except approximately two-thousand six hundred thirty-five (2,635) trees marked for cutting heretofore by the Government with blue paint above and below stump height along Roads 26-2-13.0 and 26-2-12.0, as shown on Exhibit A.
- (b) Notwithstanding the provisions of Section 22, if cutting is required, the 3 bearing trees located in the Reserve Area at the section corner common to sections 11, 13, and 14, T. 26 S., R. 2 W., W.M., shall be cut on a bevel, the lowest part not less than eighteen (18) inches above the scribe marks and in such a manner that will not mutilate the markings identifying the bearing trees.

The Purchaser shall treat all such bearing tree stumps in the following manner during the dry season of the year:

- (1) Remove all bark providing there are no identifying marks on the bark.
- (2) Flood the tops and sides of the stumps with copper naphthenate solution which conforms to American Wood Preservers Association Standard P 9 (hydrocarbon solvent) and contains a minimum of two (2) percent copper metal.
- (3) Let the stump dry for one month.
- (4) Repeat the flooding operation.
- (5) Place a sheet of galvanized metal over the top of each stump, bend down the edges, and nail to the side of the stump.
- (6) A six (6) foot long steel fence post shall be driven alongside the corner monument if existent.

Section 42. The Purchaser shall comply with the special provisions which are attached hereto and made apart hereof, unless otherwise authorized in writing by the Authorized Officer.

Section 42(A) Logging:

- (1) Before beginning operations on the Contract Area for the first time or after a shutdown of ten (10) or more days, the Purchaser shall notify the Authorized Officer in writing of the day 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 ten (10) or more days.

In addition, the Purchaser shall notify the Authorized Officer five (5) days prior to starting or stopping of hauling operations performed under the contract.

- (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 assure 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 developed by this provision.
- (3) Where danger trees are identified for clearing in the Reserve Area as shown on Exhibit A:
 - (a) Logging equipment used in danger tree clearing shall not travel or operate outside of existing roadways as shown on Exhibit A.
 - (b) The leading end of all logs shall be suspended free of the ground during yarding in order to minimize soil disturbance and displacement.
- (4) During logging operations, the Purchaser shall keep roads where they pass through the Contract 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.
- (5) The Purchaser shall brand clearly and legibly one end of all logs prior to the removal of timber from the Contract Area. One end of all branded logs to be processed domestically will be marked with a spot of highway yellow paint, unless otherwise directed in writing by the authorized officer in accordance with Exhibit B.
- (6) 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 in accordance with Exhibit B.

- (7) The Purchaser will be required to label with a permanent ink marker each load ticket with the corresponding unit or road number that the logs originated from, as shown on Exhibit A, as directed by the Authorized Officer.
- (8) For a distance of fifty (50) feet from the perimeter of each landing designated by the Authorized Officer, all logs more than eight (8) inches in diameter at the large end and longer than 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. If a log or piece of log meeting or exceeding the above specifications is bucked and left in place, all portions of that log shall be yarded and decked at the above described location.
- (9) For portions of the Contract Area within restricted spotted owl habitat as show on Exhibit E, no operations, except hauling, may be conducted from March 1 to August 15, both days inclusive, of each calendar year due to the potential disruption of northern spotted owls.

Additionally for portions of the Contract Area within 65 yards of restricted spotted owl habitat as shown on Exhibit E, no operations, except hauling, may be conducted from March 1 to July 15, both days inclusive, of each calendar year due to the potential disruption of northern spotted owls.

Section 42(B) Road Construction, Maintenance & Use:

- (1) The Purchaser is authorized to use the roads listed and shown on Exhibit C, which is attached hereto and made a part hereof, which are under the jurisdiction of the Bureau of Land Management 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)(2). The Purchaser shall pay current Bureau of Land Management maintenance and rockwear fees for the sale of additional timber under modification to the contract.
- (2) The Purchaser shall pay the Government a rockwear fee of \$0.73 per thousand board feet log scale per mile for the use of Road 26-1-18.0 Segment B (improvement), Road 26-1-12.0 Segments B1, B2, B3, and B4, Boundary Road, and Road FS4710. The total rockwear and maintenance 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 road maintenance and rockwear obligation. If it is determined by the Authorized Officer, after all merchantable timber has been cut and scaled, that the total maintenance and rockwear 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.
- (3) The Purchaser shall perform any required road repair and maintenance work on roads used by them, under the terms of Exhibit C of this contract.

- (4) The Purchaser also agrees that if they elect to use any other private road which is the subject of a right-of-way agreement with the Government for the removal of Government timber sold under the terms of this contract, 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.

IF OTHER THAN LONE ROCK TIMBERLAND CO. PURCHASES:

- (5) In the use of Road 26-1-18.0 Segment A (improvement), Road 26-1-18.0 Segment B (base), Road 26-2-13.0 Segment D1 (portion), Road 26-2-13.0 Segment D2 (improvement), Road 26-2-13.0 Segment E (improvement), and Road 26-2-13.0 Segment F (portion, as shown on Exhibit C, the Purchaser shall comply with the conditions of Right-of Way and Road Use Agreement No. R-767, dated May 15, 1964, between the Bureau of Land Management and Lone Rock Timberland Co. This document is available for inspection at the Bureau of Land Management, Roseburg District Office, 777 NW Garden Valley Blvd., Roseburg, Oregon 97471. These conditions include:
- (a) Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed License Agreement (Permit).
 - (b) Payment of a rockwear fee of \$0.73 per thousand board feet log scale per mile for the use of Road 26-1-18.0 Segment A (improvement), Road 26-2-13.0 Segment D1 (portion), Road 26-2-13.0 Segment D2 (improvement), Road 26-2-13.0 Segment E (improvement), and Road 26-2-13.0 Segment F (portion).
 - (c) Payment of a road use fee in the amount of \$0.31 per thousand board feet log scale for the use of Road 26-1-18.0 Segment A (improvement) and the amount of \$0.54 per thousand board feet log scale for the use of Road 26-2-13.0 Segment E (improvement).
 - (d) Default by the Purchaser of said Right-of-Way and Road Use Agreement, or any License Agreement (Permit) executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision.

IF LONE ROCK TIMBERLAND CO. PURCHASES:

- (6) The Government is hereby granted the allowance listed here as payment towards the Government's share of the replacement cost of the following road(s) included in Right-of-Way and Road Use Agreement R-767:

Agreement	Road	Estimated Volume (MBF)	Road Use Fee	Estimated Subtotal
R-767	26-1-18.0 A (Imp)	1797	\$0.31	\$557.07
R-767	26-2-13.0 E (Imp)	1797	\$0.54	\$970.38
Total Road Use Fees: to be determined based on final scaled volumes				

It is understood that the purchase price stated in Section 2 of this contract is the net price and no deductions will be made from the purchase price because of such allowances.

Section 42(C) Environmental Protection:

- (1) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall clean road surfaces, cut banks, landings, ditch lines and culverts of all debris created by logging operations.
- (2) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall steam clean or pressure wash all logging and road building equipment, except logging trucks, prior to initial move-in, to minimize the likelihood of spreading noxious weeds and non-native plant species to the Contract Area. Equipment washing shall occur at a location approved by the Authorized Officer. Equipment will be visually inspected by the Authorized Officer prior to use. Any logging or road building equipment removed from the Contract Area during the duration of the contract must be steam cleaned or pressure washed before it is returned to the Contract Area. Cleaning shall be defined as removal of all dirt, grease, plant parts and material that may carry noxious weed seeds.
- (3) Wherever excessive furrowing occurs on cable-yarding roads, the Purchaser shall hand water-bar roads and fill furrows with limbs or other organic debris as directed by, and to the satisfaction of, the Authorized Officer. Excessive furrowing, as defined for this section, shall mean soil gullyng or trenching deeper than 1 foot for more than 50 feet on slopes 60 percent or greater.
- (4) In order to promote long-term soil productivity and minimize the potential for erosion, the Purchaser shall take measures to ensure a minimum of 10 tons/acre coarse woody debris larger than 3" in diameter remain in the Harvest Areas when yarding is completed. The coarse woody debris shall be comprised of limbs, tops, and other unmerchantable material. Merchantable logs may be left in the Harvest Area only when necessary to meet the 10 ton/acre requirement, as determined by the Authorized Officer.
- (5) Where danger tree clearing occurs within twenty (20) feet of any stream:
 - (a) Trees shall be "high-stumped" a minimum of two (2) feet above the root collar in order to catch and stabilize large, woody debris within and adjacent to the stream channel;
 - (b) Trees shall be felled and yarded away from the stream channel;
 - (c) Existing downed trees shall not be removed from the stream channel.
- (6) 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), or to protect occupied marbled murrelet sites in accordance with management direction of the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (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 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 Section 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 Section 3(a) of the contract within fifteen (15) days after the bill for collection is issued, subject to Section 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 a court-ordered injunction results in a suspension period in which the Purchaser loses operating time of 30 calendar days or more during the contract period, the Contracting Officer shall unilaterally modify the contract based on reappraisal of the remaining volume as of the date that the suspension is lifted. The 30 days can be the sum of days accruing during more than one operating season. Reappraisal may result in a decrease to the unit price bid per species. Reappraisal will be based on the loss of net volume due to the deterioration of logs during the period of delay and any associated changes in the amortization of logging costs per unit of volume, as determined by the Authorized Officer. Amortization of road construction cost over a reduced net volume will be considered as well as any additional move-in or logging costs caused by the delay, as determined by the Authorized Officer. Reappraisal will adjust Exhibit B volume and values, and will not consider changes in the market price of timber.

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, 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 occupied marbled murrelet sites 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 the ROD and RMP, consistent with marbled murrelet occupied site protection in accordance with 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.

Section 42(D) Fire Prevention and Control:

- (1) Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:
 - (a) Prior to the operation of power driven equipment in 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 Authorized Officer.
 - (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:

Fire fighting tools, which 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

weight 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) During Oregon Department of Forestry regulated use closure, no smoking shall be permitted outside of closed vehicles.

Section 42(E) Slash Disposal and Site Preparation:

- (1) Fire Hazard Reduction. In addition to the requirements of Section 15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with state laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measures required by this contract:
 - (a) 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 the Purchaser's operations under the terms of this contract.
 - (b) Landings shall be piled and covered within thirty (30) days of the completion of yarding from each landing.
 - (c) Covering of slash piles shall be done concurrently with piling operations. The covers shall be firmly fixed to each pile.
 - (d) Finished piles shall be tight and free of earth.
 - (e) Machine pile and cover all slash within fifty (50) feet of all landings or other locations as directed by the Authorized Officer in accordance with the following specifications:
 - (1) Landing slash piles shall be capped with a minimum of ten (10) foot by ten (10) foot cover of four (4) mil black plastic to maintain a dry ignition point.
 - (2) Slash piles shall be located away from unit boundaries, retention trees, snags, downed logs and stumps.
- (2) Notwithstanding the provisions of Section 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by the Purchaser's operations on Government lands, except for burning and mop-up assistance as required herein. In accordance with written instructions to be issued by the Authorized Officer at least ten (10) days in advance of the earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or designated representative, assist in preparing units for

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:

For igniting and burning landing piles in the Contract Area, the Purchaser shall provide one (1) eight (8) person hand crew including a designated crew foreman. The crew shall be equipped with fuel, ten (10) drip torches or propane burners, four (4) fire shovels, four (4) pulaskis, one (1) power saw and enough radios to facilitate inter-crew communications. All crew members must have a current qualification card for FFT2 or higher. All qualifications are defined according to National Wildfire Coordinating Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1. Qualifications and equipment levels are the minimum and may exceed those stated above.

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. All personnel shall arrive at the project area with the following personal safety equipment: lug-soled leather boots with minimum eight (8) inch uppers that provide ankle support; an approved hardhat; leather gloves; long pants and a long sleeve shirt made of approved aramid fabric (Nomex or equivalent); and an approved fire shelter.

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. In addition, all listed personnel directly involved in burning operations shall be certified Fire Fighters qualified according to National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System guide, PMS 310-1 and provide documentation. The work leaders must be fluent in English and be able to effectively speak to all crew members under their direction. Personnel who do not meet these requirements or who do not have proper clothing and personal protective equipment (PPE) will not be allowed to participate.

Except as provided hereafter for fire escapement, the Purchaser shall continue the required assistance in mop-up on each Harvest Area as shown on Exhibit A for seventy-two (72) hours as directed by the Authorized Officer within a thirty (30) day period beginning 8:00 a.m. the day following completion of ignition in that unit or until released from such services by the Authorized Officer, whichever occurs first.

In the event of a fire escapement, the Purchaser's personnel and equipment shall, under supervision of the Authorized Officer, take action to suppress, including control and mop-up, the escaped fire until released from such service by the Government. If it becomes necessary to suppress a fire which escapes from the prescribed fire area for a period beyond midnight of ignition day, then the Government shall, at its option:

- (a) Reimburse Purchaser for such additional use of personnel and equipment at wage rates shown in the current Administratively Determined Pay Rates for Western Area

and at equipment rates shown in current Oregon-Washington Interagency Fire Fighting Equipment Rental Rates schedule, until the Purchaser is released from such service by the Government, or

- (b) 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 (e.g., trail, road, stream, rock formation), the Government may permit the Purchaser to remove personnel for that day; provided that, all mop-up work on the escaped fire area 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 by the Purchaser 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 costs 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 site preparation work and/or use of additional personnel and equipment to accomplish planned burning, the Purchaser shall also be responsible for such additional costs.

Section 42(F) Log Exports:

- (1) All timber sold to the Purchaser under the terms of this 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 (8¾) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American Lumber 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 timber, 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 (8¾) inches in thickness or less; (6) shakes and shingles.

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

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

- (a) Date of last export sale.
- (b) Volume of timber contained in the last export sale.
- (c) Volume of timber exported in the past twenty-four (24) months from the date of last export sale.
- (d) Volume of Federal timber purchased in the past twenty-four (24) months from the date of last export sale.
- (e) Volume of timber exported in succeeding twenty-four (24) months from date of last export sale.
- (f) Volume of Federal timber purchased in succeeding twenty-four (24) 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 5460-16 (Certificate as to Nonsubstitution and the Domestic Processing of Timber). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

In the event an affiliate of the Purchaser has exported private timber within twenty-four (24) months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in a form specified by the Authorized Officer and furnish the information to the Authorized Officer.

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

Unless otherwise authorized in writing by the Authorized Officer, the Purchaser shall, prior to the removal of timber from the contract area, brand with the Purchaser's registered log brand at least one end of each bolt or other roundwood and identify each of these by painting with highway yellow paint.

In the event of the Purchaser's noncompliance with this subsection of the contract, the Authorized Officer may take appropriate action as set forth in Section 10 of this contract. In

addition, the Purchaser may be declared ineligible to receive future awards of Government timber for a period of one year.

Section 42(G) Safety:

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

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

Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA and Transportation standards no later than the pre-work meeting and prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed. 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.

Seasonal Restriction Matrix

Note: This matrix is provided to serve prospective purchasers as a guide only; refer to the timber sale contract Special Provisions for a complete statement of the seasonal operating restrictions.

Seasonal Restriction

Harvest Area	Activity	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug			Sep		Oct		Nov		Dec		
		1	15	1	15	1	15	1	15	1	16	1	15	1	16	1	16	31	1	16	1	15	1	15	1	15	
Roadside Hazard Trees (Restricted Owl Habitat Areas)¹	Falling and bucking																										
	Cable yarding on rocked roads																										
	Loading on rocked roads																										
	Hauling on rocked roads																										
Roadside Hazard Trees (65 yards off Restricted Owl Habitat Areas)²	Falling and bucking																										
	Cable yarding on rocked roads																										
	Loading on rocked roads																										
	Hauling on rocked roads																										
Roadside Hazard Trees	Falling and bucking																										
	Cable yarding on rocked roads																										
	Loading on rocked roads																										
	Hauling on rocked roads																										

¹ Northern Spotted Owl restricted habitat seasonal operating restrictions will be in effect from March 1 through August 15.

² Northern Spotted Owl restricted habitat seasonal operating restrictions will be in effect from March 1 through July 15 for areas within 65 yards of Restricted Owl.

If sale contract is executed, undersigned is liable for total purchase price including all modifications executed under the terms of the contract. Timber and/or Other Wood Products or Vegetative Resources designated for removal may be less or more than total estimated volume or quantity shown above.

Bid submitted on *(date)*

By signing this form, the signatory is certifying the following:

- (a) The signatory is a citizen of the United States, a partnership composed wholly of such citizens, an unincorporated association composed wholly of such citizens, or a corporation authorized to transact business in the state in which the timber is located.
- (b) The signatory is the age of majority in the state of the sale.
- (c) The signatory is an authorized representative if not signing as an individual and certifies that he or she is authorized to act as or on behalf of the bidder.
- (d) The signatory and any affiliates have not exported unprocessed private timber from west of the 100th meridian in the lower 48 states in the 24-months prior to the sale date shown on this form.
- (e) The signatory's bid was arrived at by bidder or offeror independently and was tendered without collusion with any other bidder or offeror.
- (f) The signatory and any affiliates are not currently suspended or debarred from contracting with the Federal government unless issued an exception by the Department's Director of the Office of Acquisition and Property Management (exception must be attached to bid form).

Mark each box above to acknowledge each of the certifying statements and complete sections 1-3 as appropriate and sections 4 and 5:

1. Signature, if firm is individually owned	4. Name of firm <i>(type or print)</i>
2. Signatures, if firm is a partnership or L.L.C. i. _____ ii. _____	5. Business address, include zip code <i>(type or print)</i> Email: Contact Number:
3. Corporation - organized under the state laws of: Signature of Authorized Corporate Officer: _____ Title: _____	<i>(To be completed following oral bidding)</i> I HEREBY confirm the above oral bid By <i>(signature)</i> : _____ Date _____

Submit bid to qualify for either an oral auction or sealed bid sale, together with the required bid deposit.
Make remittance payable to: "Department of the Interior – BLM"

Oral Auction – Submit to Sale Supervisor prior to closing of qualifying period for tract.

Sealed Bid – Send to Contracting Officer, who issued the sale notice, in a sealed envelope marked on the outside with:

- (1) "Bid for Timber and/or Other Wood Products" or "Bid for Vegetative Resources" depending on the products being sold.
- (2) Time bids are to be opened.
- (3) Legal description.
- (4) Sale name and number.

NOTICES

The Privacy Act and the regulations in 43 CFR 2.223(d) require that you be furnished with the following information:

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

PRINCIPAL PURPOSE: To qualify an oral auction bidder, and then if successful, to bind bidder to certain contract conditions.

ROUTINE USES: To determine that an individual is qualified to participate in oral auction bidding, and, as surety that bidder will fulfill contract requirements.

EFFECT OF NOT PROVIDING INFORMATION: Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for Timber and/or Other Wood Products or Vegetative Resources.

INSTRUCTIONS TO BIDDERS

1. *AUTHORITY* – Timber and/or Other Wood Products or Vegetative Resources, located on the revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937 (50 Stat. 874; 43 U.S.C. 2601); Timber and/or Other Wood Products or Vegetative Resources located on other public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of Timber and/or Other Wood Products or Vegetative Resources, are codified in 43 CFR Group 5400.

2. *QUALIFICATIONS OF BIDDERS* – A bidder for sale of Timber and/or Other Wood Products or Vegetative Resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the state in which the Timber and/or Other Wood Products or Vegetative Resources are located.

3. *INSPECTION OF TIMBER AND/OR OTHER WOOD PRODUCTS OR VEGETATIVE RESOURCES* – Bidder is invited, urged, and cautioned to inspect the Timber and/or Other Wood Products or Vegetative Resources prior to submitting a bid. By executing the Timber and/or Other Wood Products or Vegetative Resources sale contract, bidder warrants that the contract is accepted on the basis of his/her examination and inspection of the Timber and/or Other Wood Products or Vegetative Resources and his/her opinion of its value.

4. *DISCLAIMER OF WARRANTY* – Government expressly disclaims any warranty of the fitness of the designated Timber and/or Other Wood Products or Vegetative Resources for any purpose of the bidder; all Timber and/or Other Wood Products or Vegetative Resources are to be sold “As Is” without any warranty of merchantability by Government. Any warranty as to the quantity or quality of Timber and/or Other Wood Products or Vegetative Resources to be sold is expressly disclaimed by Government.

5. *BIDS* – Each Sealed or written bid for Timber and/or Other Wood Products or Vegetative Resources must be submitted to the Contracting Officer who issued *Timber and/or Other Wood Products or Vegetative Resources Sale Notice*.

(a) *Sealed Bid Sales* – Bids will be received until time specified in the Advertisement. Enclose the bid with required bid deposit in a sealed envelope marked on the outside *Bid for Timber and/or Other Wood Products or Vegetative Resources*, time bid is to be opened, timber sale name and number, and legal description of land on which Timber and/or Other Wood Products or Vegetative Resources are located. In event of a tie, the high bidder shall be determined by lot from among those who submitted the tie bids.

(b) *Oral Auction Sales* – Submission of the required bid deposit and a written bid is required to qualify for oral bidding. Oral bidding shall begin from the highest written bid. No oral bid will be considered which is not higher than the preceding bid. In the event there is a tie in high written bids, and no oral bidding occurs, the bidder who was the first to submit his/her bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first submission of high tie written bids, the high bidder shall be determined by lot. High bidder must confirm his/her bid, in writing, immediately upon being declared high bidder.

(c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in resale of Timber and/or Other Wood Products or Vegetative Resources remaining from an uncompleted contract from any person or affiliate of such person who failed to complete the original contract because of (1) cancellation for the purchaser’s breach or (2) through failure to complete payment by expiration date.

(d) When it is in the interest of the Government to do so, it may reject any and all bids and may waive minor deficiencies in bids or in sale advertisement.

6. *BID FORMS* – All sealed, written bids, and confirmation of oral bids shall be submitted on forms provided by Government.

(a) *Timber and/or Other Wood Products or Vegetative Resources Sales* – For each product and species, bids shall specify (1) Bureau of Land Management estimated unit volume or quantity, (2) bidder’s price per unit and total value, and (3) bidder’s total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, the high bidder agrees to pay the Government for the Timber and/or Other Wood Products or Vegetative Resources designated for removal in accordance with the terms of the contract. Timber and/or Other Wood Products or Vegetative Resources designated for removal may be less or more than the total estimated volume or quantity shown above.

7. *BID DEPOSIT* – All bidders must make a deposit of not less than the amount specified in the *Timber and/or Other Wood Products or Vegetative Resources Notice*. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior – BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department (*Applies To Timber Only*), or any approved guaranteed remittance approved by the Contracting Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder shall be applied toward the required sale deposit and/or the purchase price. If the BLM fails to award the timber sale within 90 days of the determination of the high bidder, a portion of the bid deposit may be refunded to the high bidder upon written request to the authorized officer, such that the BLM retains a deposit of at least 5% of the appraised value. The remainder of the full bid deposit must be resubmitted to the BLM once the high bidder is notified in writing that the delay of award has been remedied and the authorized officer is prepared to issue the contract. If the high bidder is unable to provide the full amount of the bid deposit within 30 days of the written notification, the sale may be re-auctioned and the high bidder will be barred from participating in any subsequent auctions for the same tracts.

8. *AWARD OF CONTRACT* – Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he/she is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract. If contract award is delayed more than 90 days, half of the bid deposit may be refunded to the high bidder until the sale award process resumes.

9. *TIMBER AND/OR OTHER WOOD PRODUCTS OR VEGETATIVE RESOURCES SALE CONTRACTS* – To be executed by purchaser, has been prepared by Government, and may be examined in the District or Field Manager’s office.

10. *PERFORMANCE BOND – (Primarily Used For Timber Sales)*

(a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5450.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsman are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) any guaranteed remittance approved by the Contracting Officer.

(b) If purchaser elects to cut Timber and/or Other Wood Products or Vegetative Resources without skidding or yarding it to a loading point or removing it prior to the payment of the second or subsequent installments, Government shall require an increase in amount of performance bond initially required by an amount equal to the value of Timber and/or Other Wood Products or Vegetative Resources to be cut. Such increase must be on a bond rider form supplied by Government and be approved, in writing, by Government prior to cutting Timber and/or Other Wood Products or Vegetative Resources covered by the bond increase. This increased amount of bond shall be used to assure payment for Timber and/or Other Wood Products or Vegetative Resources cut in advance of payment.

11. *PAYMENT BOND – (Primarily Used For Timber Sales)*

If purchaser elects to (a) cut and remove Timber and/or Other Wood Products or Vegetative Resources, or (b) remove Timber and/or Other Wood Products or Vegetative Resources already cut which has been secured by an increased performance bond as provided in paragraph 10(b) above, before payment of the second or subsequent installments, Government shall require a payment bond on a form supplied by Government. Purchaser shall obtain written approval from Government of payment bond prior to cutting and/or removal of Timber and/or Other Wood Products or Vegetative Resources covered by the bond. Payment bond shall be used to assure payment for Timber and/or Other Wood Products or Vegetative Resources cut and/or removed in advance of payment.

12. *PAYMENT OF PURCHASE PRICE* – For sales of \$500 or more, Government may allow payment by installments. Except as discussed in paragraphs 10 and 11 above, no part of any Timber and/or Other Wood Products or Vegetative Resources sold may be severed, cut, or removed unless advance payment has been made as provided in contract.

13. *LIQUIDATED DAMAGES* – Within thirty (30) days from receipt of *Timber and/or Other Wood Products or Vegetative Resources* Sale Contract, the successful bidder shall sign contract and return it to Government, together with required bond and any required payment. If successful bidder fails to comply within the stipulated time, his/her bid deposit shall be retained by Government as liquidated damages.

14. *NINETY-DAY SALES* – If no bid is received within time specified in the advertisement of sale and if Government determines that there has been no significant rise in the market value of Timber and/or Other Wood Products or Vegetative Resources, it may, in its discretion, keep the sale open, not to exceed ninety (90) days.

15. *UNAUTHORIZED USE OF GOVERNMENT PROPERTY* – A sale may be refused to high bidder who has been notified that he/she has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.

16. *EQUAL OPPORTUNITY CLAUSE* – This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. Copies of this order may be obtained from the District Manager. 43 CFR 60-1.7(b) requires that the Equal Opportunity *Compliance Report Certification* will be completed by prospective contractors. Certification may be obtained from District Manager.

17. *LOG EXPORT* – All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and any exporters of unprocessed private timber west of the 100th meridian in the contiguous 48 states within 24-months of the sale date are not eligible to purchaser Federal Timber west of the 100th meridian in the contiguous 48 states. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as saw logs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimensions or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 common or better.

Timber manufactured into the following will be considered processed: (1) Lumber or construction timbers, except western red cedar, meeting current American Lumber Standards Grades or Pacific Lumber Inspection Bureau Export R or N list grades, sawn on four sides, not intended for remanufacture; (2) Lumber, construction timbers, or cants for remanufacture, except western red cedar, meeting current American Lumber Standards Grades or Pacific Lumber Inspection Bureau Export R or N list clear grades, sawn on four sides, not to exceed twelve inches in thickness; (3) Lumber, construction timbers, or cants for remanufacture, except western red cedar, that do not meet the grades referred to in subclause 2 and are sawn on four sides, with wane less than 1/4 of any face, not exceeding 8 3/4 inches in thickness; (4) Chips, pulp, or pulp products; (5) Veneer or plywood; (6) Poles, posts, or piling cut or treated with preservatives for use as such; (7) Shakes or shingles; (8) Aspen or other pulpwood bolts, not exceeding 100 inches in length, exported for processing into pulp; (9) Pulp logs, cull logs, and incidental volumes of grade 3 and 4 saw logs processed at domestic pulp mills, domestic chip plants, or other domestic operations for the primary purpose of conversion of the logs into chips, or to the extent that a small quantity of such logs are processed, into other products at domestic processing facilities.

18. *DETAILED INFORMATION* – Detailed information concerning contract provisions, bid, performance bond forms, tract location maps, and access conditions may be obtained from the Contracting Officer. All persons interested in bidding on the products listed are encouraged to familiarize themselves with all such detailed information.

Township 26 South, Range 2 West, Sections 1, 11, 12, 13, and 14, Willamette Meridian

Hazard Tree Clearing.....	44 Acres
Reserve Area.....	396.18 Acres
Total Contract Area.....	440.18 Acres

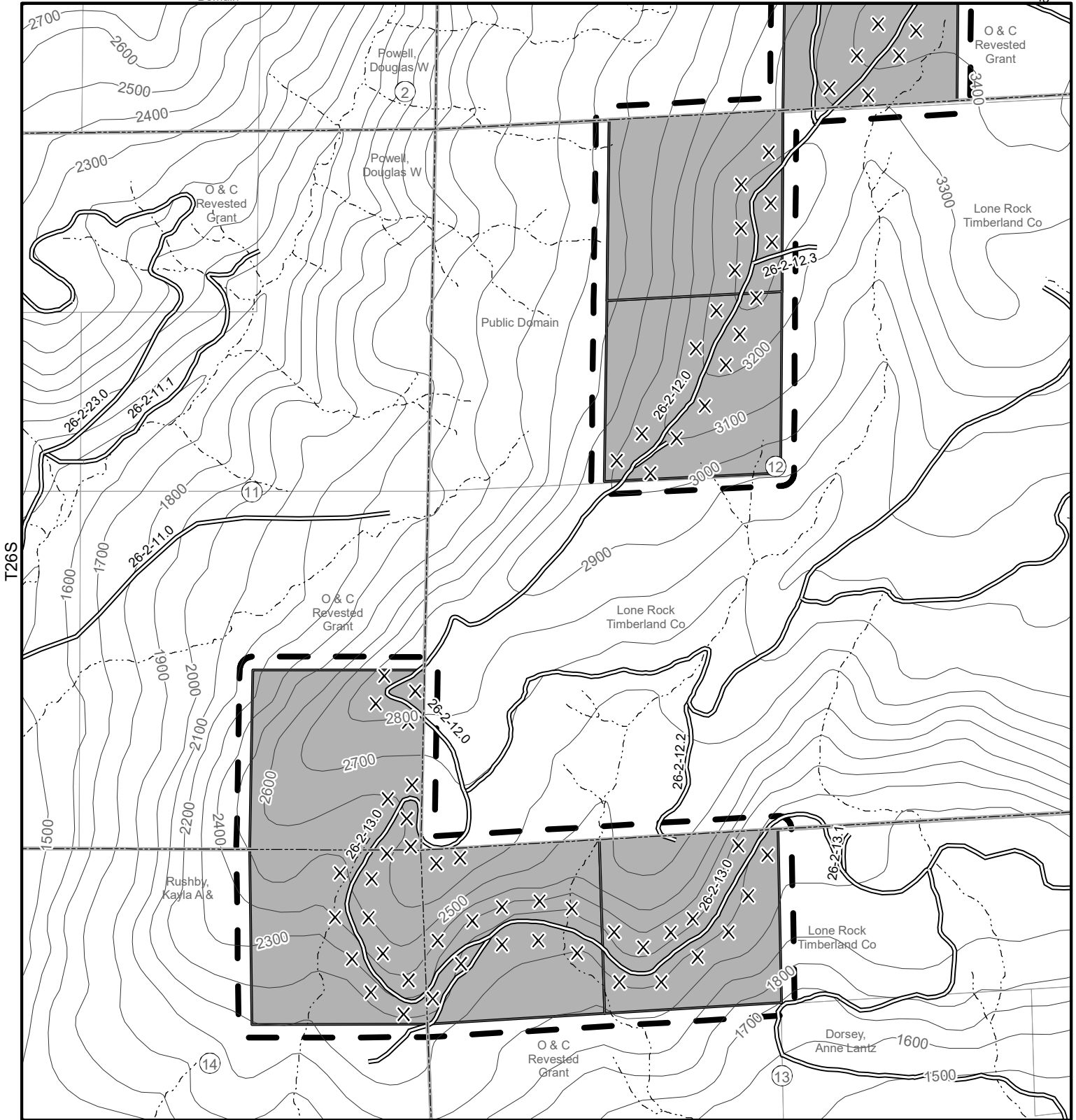
1. Hazard trees designated for cutting in the Reserve Area are marked with blue paint.



Domain

R02W

1.0

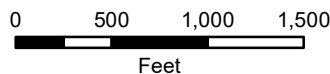


Legend

- Stream
- Existing Road
- Trees Marked for Cutting in the Reserve Area
- Reserve Area
- Contract Area

1:12,000

1 inch = 1,000 feet



Date: 5/12/2022

Roseburg District
 Bureau of Land Management
 777 NW Garden Valley Blvd.
 Roseburg, Oregon 97471



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources and may be updated without notification.

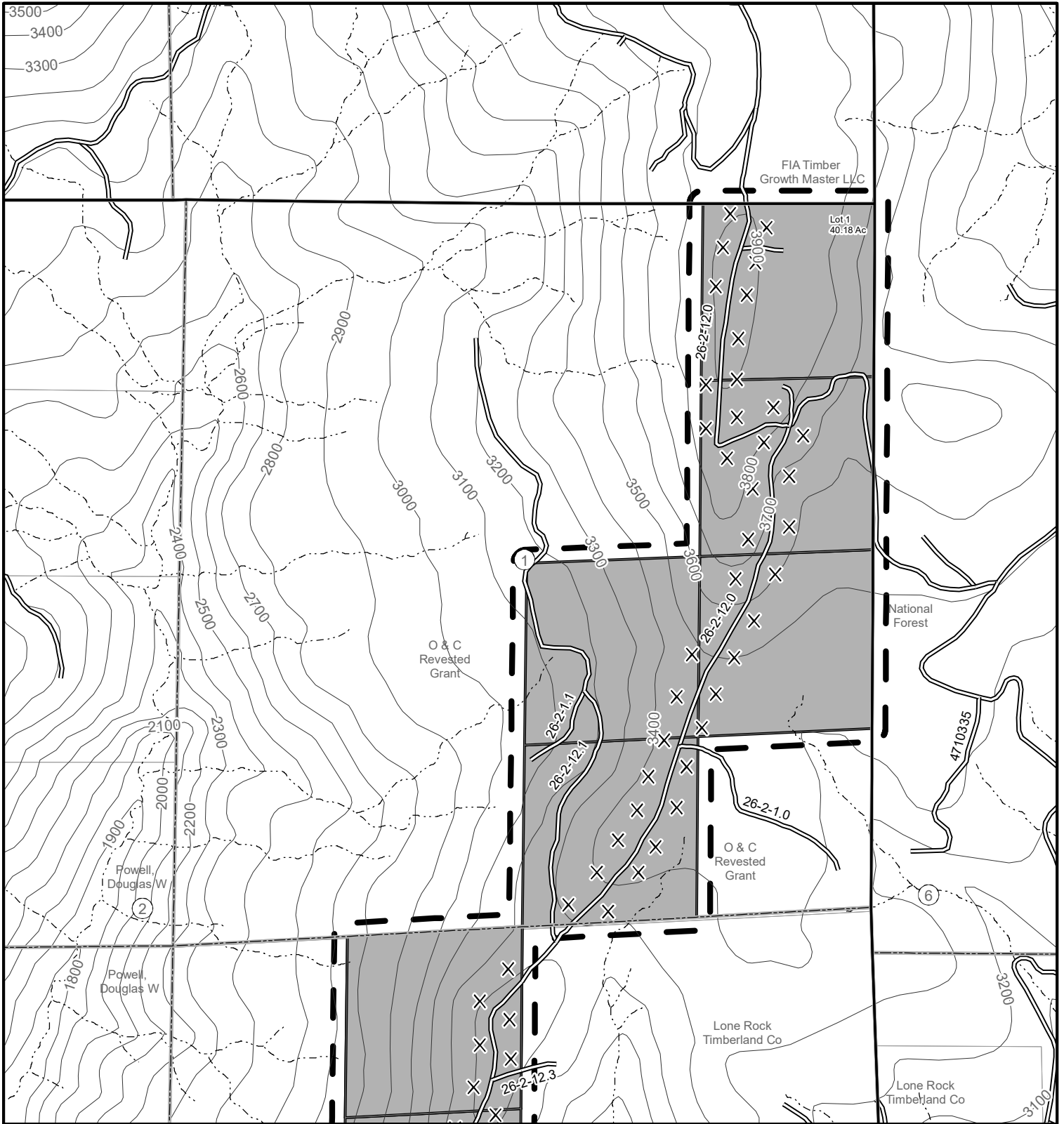


R02W

R01W

T25S

T26S

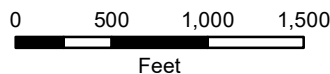


Legend

- Stream
- Existing Road
- Trees Marked for Cutting in the Reserve Area
- Reserve Area
- Contract Area

1:12,000

1 inch = 1,000 feet



Date: 5/12/2022

Roseburg District
 Bureau of Land Management
 777 NW Garden Valley Blvd.
 Roseburg, Oregon 97471



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**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT (BLM)**

Contract No.: ORR04-TS-2022.0012
Sale Name: Susan Honey Hazard Trees
Issuing Office: Roseburg District

**EXHIBIT B (Pre-Sale)
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	\$50.60
Incense-cedar	MBF	\$37.20
Western Hemlock	MBF	\$24.30
Western Redcedar	MBF	\$134.00
Grand Fir	MBF	\$26.00
Sugar Pine	MBF	\$16.20

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	Length (feet)	Diameter (inches inside bark at small end)	Net Scale (% of gross volume of any log segment)
All Species	16 feet	12 inches	33 1/3%

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.

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 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 five (5) 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. (Refer to Section 42 of the contract).
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 five (5) 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.

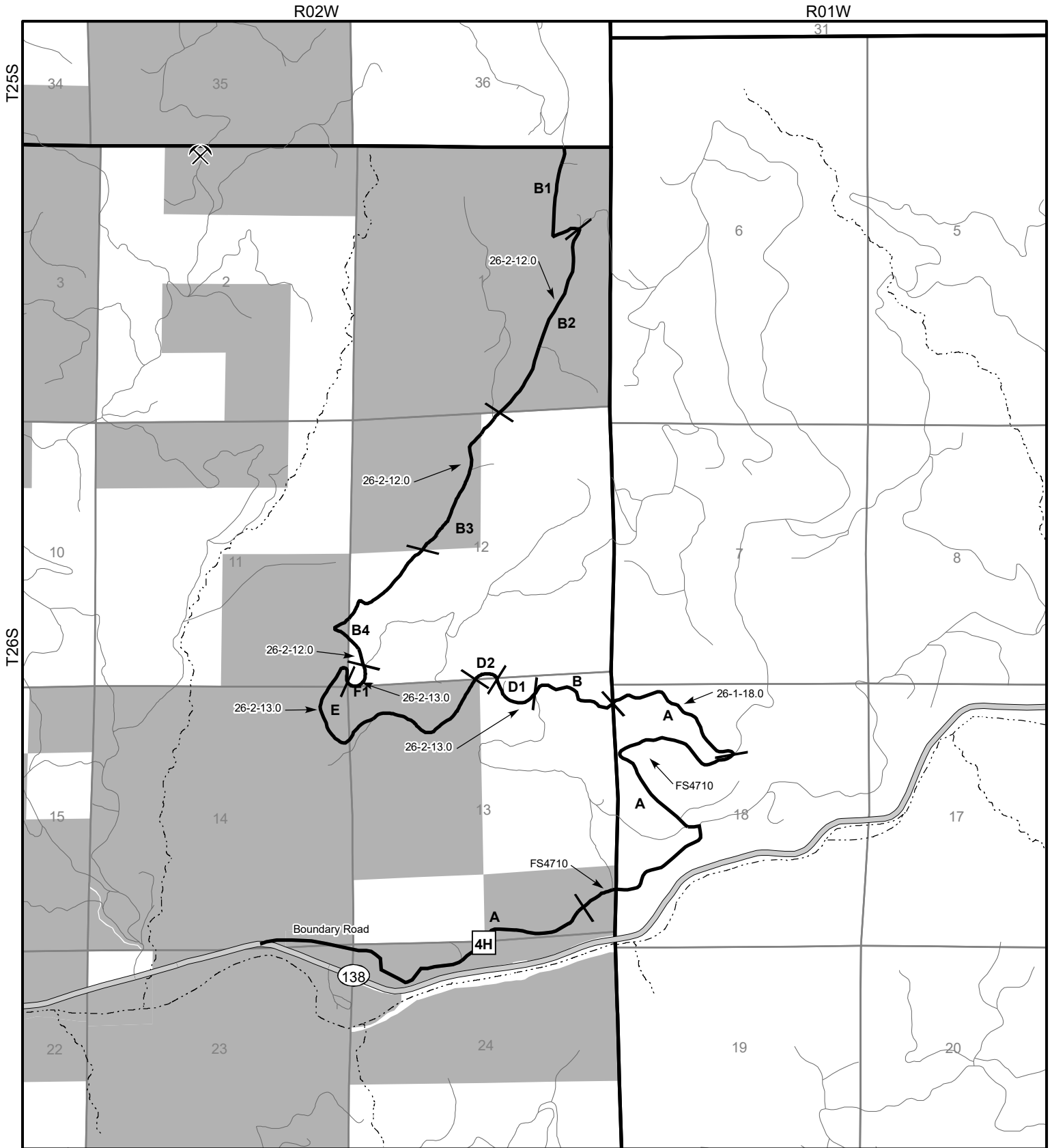
G. **Scaling Lost Products** - The value of lost loads shall be equal to the highest value load for the month in which the lost load is hauled regardless of where the highest value load is scaled. If no loads have been scaled in that month, value will be determined from the closest month in which loads 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:

**Total Estimated Purchase Price
And/or
Schedule of Volumes and Values for
Merchantable Timber Not Yet Removed from Contract Area**

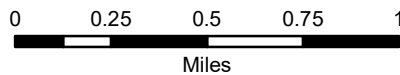
Cutting Area		Total Estimated Volume (MBF)		Total Estimated Purchase Price	
Cutting Area Number	Approximate Number of Acres	Volume per Acre	Total Volume	Value per Acre	Total Value
Unit 1	44	40.8	1,797	\$2,058.33	\$90,566.60
Sale Total	44		1,797		\$90,566.60



Legend

- Haul Route
- Existing Road
- County Road
- Segment Break
- Rock Quarry
- Major Stream
- BLM Lands

1:31,680



Date: 11/5/2021

Roseburg District
 Bureau of Land Management
 777 NW Garden Valley Blvd.
 Roseburg, Oregon 97471



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**United States Department of the Interior
Bureau of Land Management Roseburg District
EXHIBIT C**

Sale Name: Susan Honey Hazard Trees

Contract No. ORR04-TS-2022.0012

Road Number	Road Seg.	Segment Length	Segment Owner	Road Use Fees	Surface Type	Timber Haul Fees	Maintained By
26-1-18.0	A (Base)	0.61	BLM		Rock		Purchaser
26-1-18.0	A (Imp.)	0.61	LRT	\$0.31	Rock	\$0.73	Purchaser
26-1-18.0	B (Base)	0.44	LRT	Paid Off	Rock		Purchaser
26-1-18.0	B (Imp.)	0.44	BLM		Rock	\$0.73	Purchaser
26-2-12.0	B1	0.45	BLM		Rock	\$0.73	Purchaser
26-2-12.0	B2	0.78	BLM		Rock	\$0.73	Purchaser
26-2-12.0	B3	0.52	BLM		Rock	\$0.73	Purchaser
26-2-12.0	B4	0.66	BLM		Rock	\$0.73	Purchaser
26-2-13.0	D1 (Por.)	0.20	LRT	Paid Off	Rock	\$0.73	Purchaser
26-2-13.0	D2 (Base)	0.18	BLM		Rock		Purchaser
26-2-13.0	D2 (Imp.)	0.18	LRT	Paid Off	Rock	\$0.73	Purchaser
26-2-13.0	E (Base)	1.08	BLM		Rock		Purchaser
26-2-13.0	E (Imp.)	1.08	LRT	\$0.54	Rock	\$0.73	Purchaser
26-2-13.0	F (Por.)	0.13	LRT	Paid Off	Rock	\$0.73	Purchaser
Boundary Road	A	1.40	BLM		Rock	\$0.73	Purchaser
FS4710	A	1.55	BLM		Rock	\$0.73	Purchaser

ROAD MAINTENANCE SPECIFICATIONS

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

SECTION	DESCRIPTION
3000	General
3100	Operational Maintenance
3200	Seasonal Maintenance
3300	Final Maintenance
3400	Other Maintenance
3500	Decommissioning

ROAD MAINTENANCE SPECIFICATIONS

GENERAL - 3000

- 3001 The Purchaser shall be required to maintain all roads listed and/or referenced in section 42(B) Special Provisions of this contract in accordance with Sections 3000, 3100, 3200, 3300, 3400, and 3500 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 500 cu. yds. of aggregate, conforming to the requirements in Section 1000 of Exhibit C of this contract, on the roadway at locations and in the amounts designated by the Authorized Officer.
- This aggregate shall be used to repair surface failures 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.
- 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, street sweeper, or comparable equipment, and by the use of hand tools.

ROAD MAINTENANCE SPECIFICATIONS

- 3104a Removal of bank slough and slide material includes placement of material at the nearest designated, suitable disposal site where material cannot erode into streams, lakes, or reservoirs or cause undue damage to road fill slopes which have been planted or mulched to control soil erosion as directed by the Authorized Officer.
- 3104b The Purchaser shall be responsible for removal of all slides or slough, 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 removal of any slough or slide 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, method of disposal, and the disposal site. 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 on 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.
- 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.
- The Purchaser shall also cut trees or brush encroaching on the road prism that are a result of his activities or winter damage during the contract period. Disposal of such vegetative material shall be by scattering below the road.

ROAD MAINTENANCE SPECIFICATIONS

- 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.
- 3108a The Purchaser shall perform logging operations on gravel or bituminous roadways only where the locations have been marked on the ground and/or approved by the Authorized Officer. Upon completion of log haul, the road surface shall be swept clean of debris. Repair of the roads is not considered maintenance and shall be conducted at the Purchaser's expense.
- 3108b Any damage to gravel or bituminous roadways, as a result of logging operations, is not considered maintenance and shall be repaired at the Purchaser's expense.
- 3109 The maximum allowable rut depth on aggregate surfaced roads is 2". Roads with ruts exceeding this requirement shall be bladed and brought back into conformance with the typical sections shown in the drawings. Rut depth shall be measured by centering a minimum 3 foot long straightedge across the wheel rut maintaining contact with the aggregate at both ends of the straight edge. The rut depth shall be the distance measured between the bottom of the straight edge and the lowest point of the wheel rut.

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.
- 3202 The Purchaser shall perform and complete maintenance specified in Sections 3000, 3100, and 3200 on all roads maintained by the Purchaser, prior to October 1 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.
- 3203 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.
- 3204 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.

ROAD MAINTENANCE SPECIFICATIONS

FINAL MAINTENANCE - 3300

3301 The Purchaser shall complete final maintenance and/or damage repairs on all roads used under the terms of their contract within thirty 30 calendar days following the completion of hauling or the expiration of the Purchaser's right to cut and remove timber and in accordance with Sec. 16(b) 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. 16(b), 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.

3302 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

3401 The Purchaser shall repair any damage to road surfaces that was specified under Subsection 3108. 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.

3402 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.

3405 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.

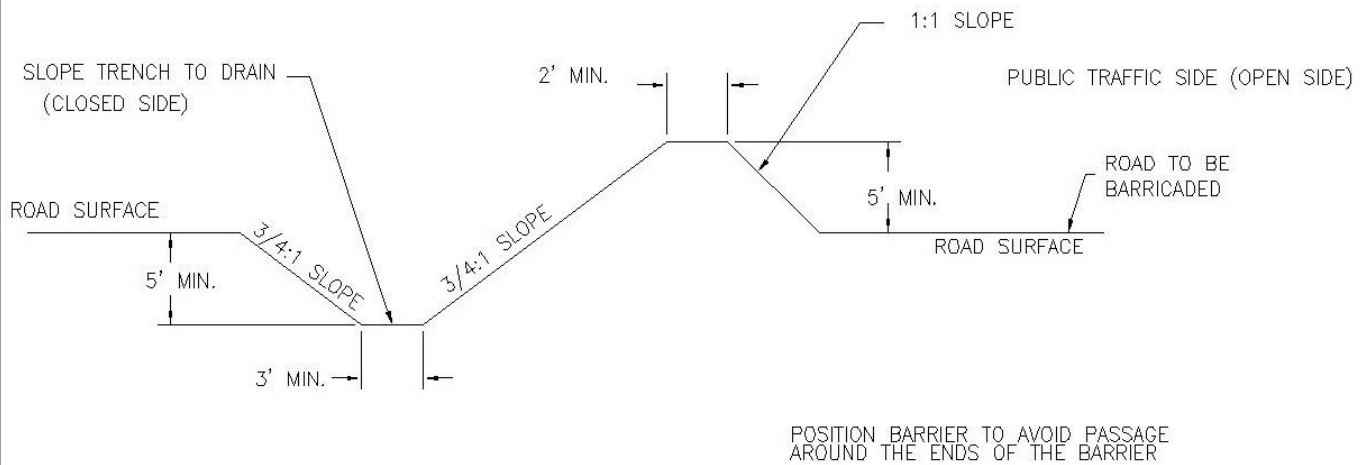
ROAD MAINTENANCE SPECIFICATIONS

DECOMMISSIONING – 3500

- 3501 Decommissioning shall consist of removing culverts, installing water bars, placement of slash, and blocking road from access by vehicles. This work is required for road acceptance under Section 18 of this contract.
- 3506 Stockpiled slash shall be used to protect exposed areas created by the Purchaser's decommissioning operations described in these sections. Slash shall be uniformly spread and placed without bunching. The operation shall produce a dense, uniform mat. Where slash is not available exposed soil areas shall be stabilized in accordance with Section 1800.
- 3508 Protect areas treated with slash placement from damage by Purchaser traffic or construction equipment. Damaged areas shall be repaired by the Purchaser.
- 3509 Access shall be blocked with barricades as shown on the typical detail sheet at locations listed in Section 3503.
- 3511 Water barring shall be done on designated roadways, turnouts, disturbed areas, and landings.
- 3513 Water bars shall be installed across full width of roadway at the spacing shown on the Exhibit C Waterbar Detail sheet.
- 3514 Protection of exposed surfaces shall be accomplished by placement of slash described in Subsection 3506 or placement of soil stabilization material in accordance with Section 1800 on designated roadways landings, cut banks, fill slopes, and other areas disturbed by the purchaser's decommissioning operations in accordance with these specifications and as shown in the plans.

ROAD MAINTENANCE SPECIFICATIONS

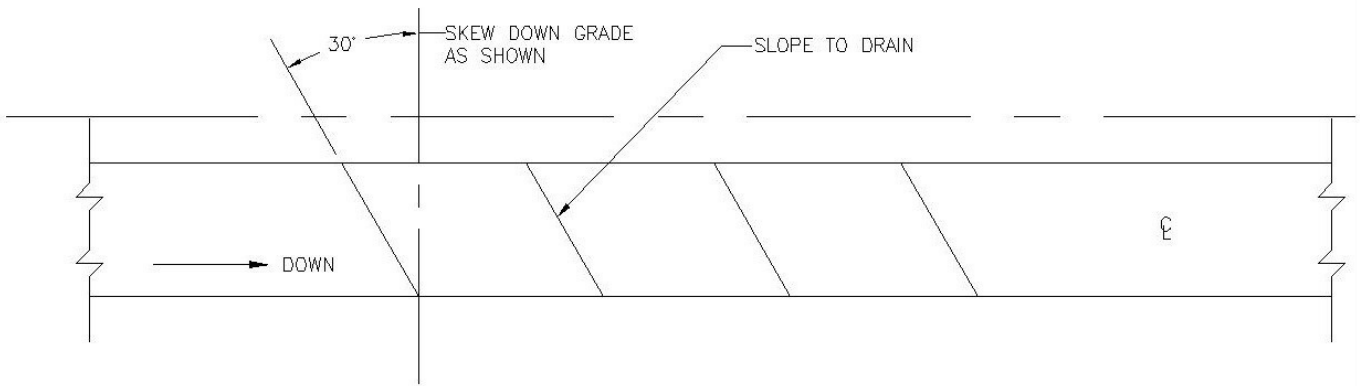
TRENCH BARRIER DETAIL



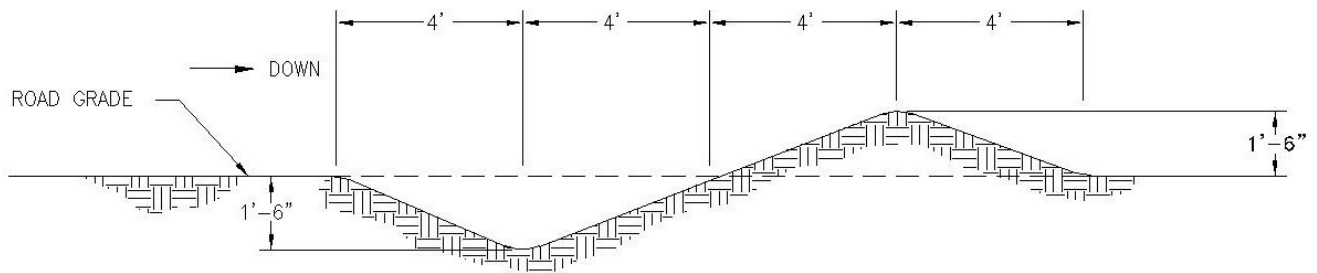
TRENCH BARRIER
SCALE: NONE

ROAD MAINTENANCE SPECIFICATIONS

WATERBAR DETAIL



ROAD PLAN
 SCALE: NONE



WATERBAR SPACING IN FEET	
ROAD GRADIENT IN %	SPACING
3 TO 5	300
6 TO 10	200
11 TO 15	150
16 TO 20	75
21 TO 35	50

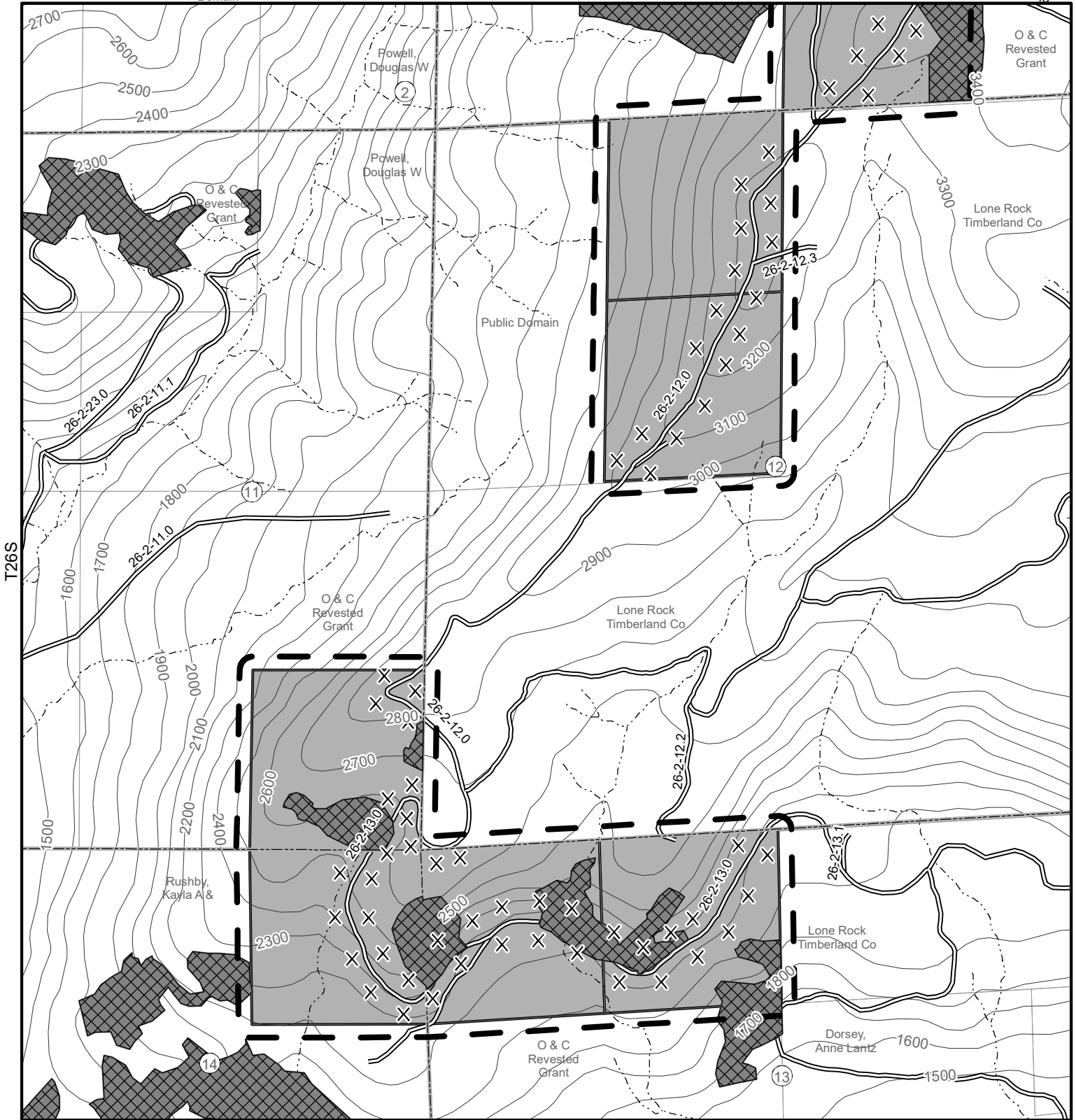
ROAD PROFILE
 SCALE: NONE



Domain

R02W

1.0

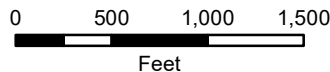


Legend

- Stream
- Existing Road
- Trees Marked for Cutting in the Reserve Area
- Restricted Owl Habitat
- Reserve Area
- Contract Area

1:12,000

1 inch = 1,000 feet



Date: 6/16/2022

Roseburg District
 Bureau of Land Management
 777 NW Garden Valley Blvd.
 Roseburg, Oregon 97471



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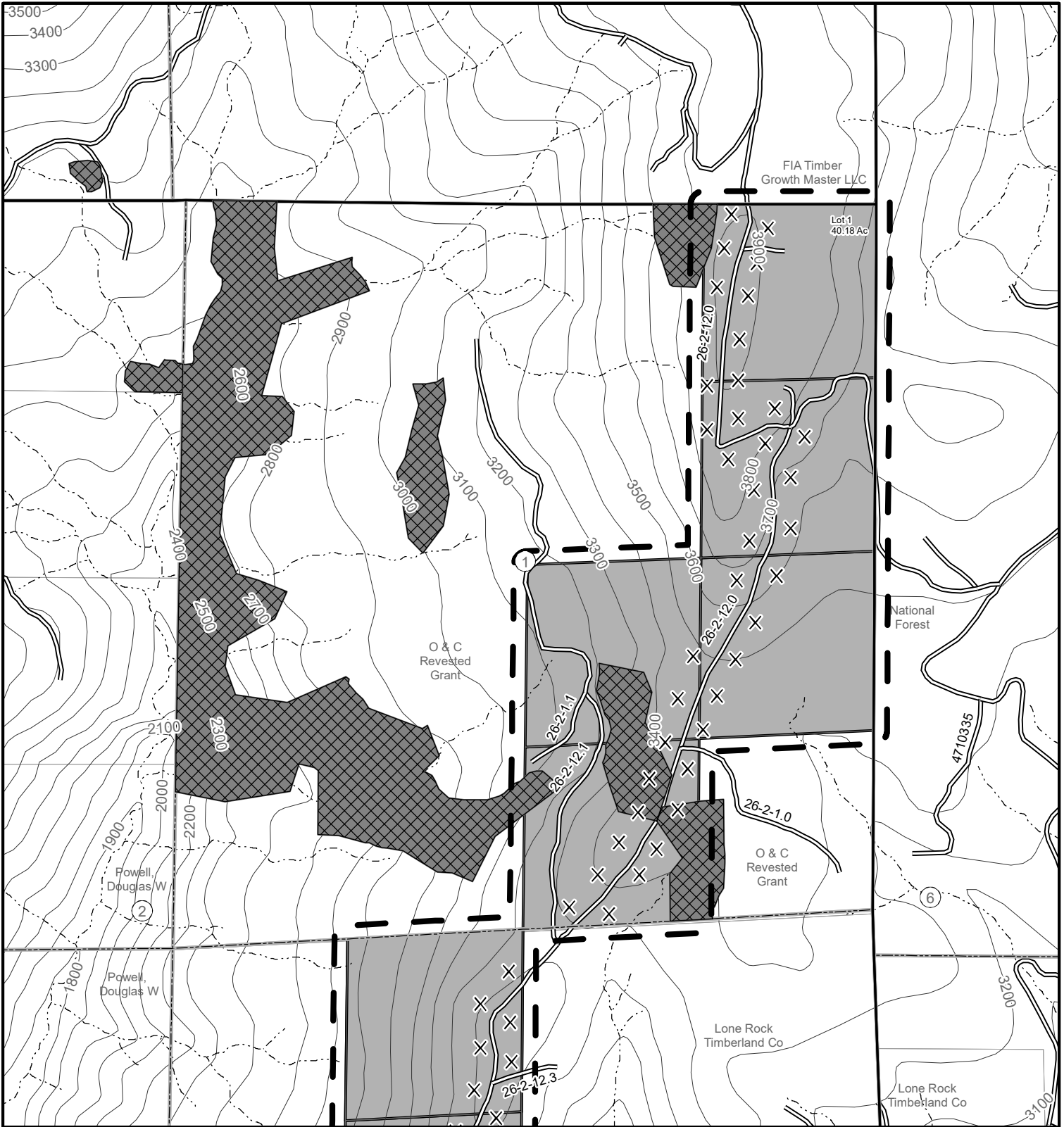


R02W

R01W

T25S

T26S

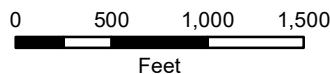


Legend

- Stream
- Existing Road
- Trees Marked for Cutting in the Reserve Area
- Restricted Owl Habitat
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- Contract Area

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1 inch = 1,000 feet



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**United States
Department of the Interior
Bureau of Land Management**

Timber Appraisal

Sale Name: Susan Honey Hazard Trees	Sale Date: Tuesday, July 26, 2022
BLM District: Roseburg DO	Unit of Measure: 16' MBF
Contract #: ORR04-TS-2022.0012	Contract Term: 12 months
Sale Type: Advertised	Contract Mechanism: 5450-4 Sale of Timber - Scale Sale

Content

Timber Appraisal Summary
Stumpage Summary
Unit Summary
Stump to Truck
Transportation
Engineering Allowances
Other Allowances

Prepared By: Kress, Christopher J - 6/21/2022

Approved By: Kehoe, Mark C - 6/30/2022

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Douglas	26S	2W	1	Lot 1. SE 1/4 NE¼, N½SE¼, SW¼SE¼	Willamette
O&C	Douglas	26S	2W	11	SE¼SE¼	Willamette
PD	Douglas	26S	2W	12	E½NW¼	Willamette
O&C	Douglas	26S	2W	13	N½NW¼,	Willamette
O&C	Douglas	26S	2W	14	NE¼NE¼	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	1,744.0	2,511.0	2,572.0	13,726	1,369	2,546
Incense-cedar	38.0	54.0	61.0	215	37	37
Western Hemlock	8.0	12.0	13.0	109	16	30
Western Redcedar	5.0	7.0	7.0	67	2	17
Grandfir	1.0	2.0	2.0	13	3	3
Sugar Pine	1.0	2.0	2.0	13	1	2
Totals	1,797.0	2,588.0	2,657.0	14,143	1,428	2,635

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
44.0	0.0	0.0	44.0	40.8

Comments:

Archie Creek Fire Salvage Sale

Logging Costs

Stump to Truck	\$551,188.64
Transportation	\$129,600.00
Road Construction	\$0.00
Maintenance/Rockwear	\$41,975.34
Road Use	\$1,527.45
Other Allowances	\$14,325.00
Total:	\$738,616.43
Total Logging Cost per MBF:	\$411.03

Utilization Centers

Location	Distance	% of Net Volume
Roseburg	36.0 miles	100 %

Profit & Risk

Profit	8 %
Risk	5 %
Total Profit & Risk	13 %

Tract Features

Quadratic Mean DBH	24.7 in
Average GM Log	183 bf
Average Volume per Acre	40.8 mbf
Recovery	68 %
<u>Net MBF volume:</u>	
Green	0.0 mbf
Salvage	1,797 mbf
Export	0 mbf
<u>Ground Base Logging:</u>	
Percent of Sale Volume	46 %
Average Yarding Slope	30 %
Average Yarding Distance	50 ft
<u>Cable Logging:</u>	
Percent of Sale Volume	54 %
Average Yarding Slope	45 %
Average Yarding Distance	50 ft
<u>Aerial Logging:</u>	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

Cruise

Cruise Completed	June 2022
Cruised By	Chris Kress, Jason Coppersmith, Sean Radford

Cruise Method

The Douglas-fir has been cruised using the 3P system to select sample trees. The sample trees have been cruised and their volume computed on form class tables for estimating volume in 16-foot lengths. This volume is then expanded to a total sale volume. A map showing the location of the sample trees is available at the Roseburg District Office. The volume of all other species have been determined by individual tree measurements using a 100% cruise.

**UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management**

District: Roseburg
Sale Number: ORR04-TS-2022.0012
Sale Name: Susan Honey Hazard Trees

Stumpage Computation

Species	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marg. Logs (+)	Stumpage
Douglas Fir	\$532.19	\$411.03	\$69.18	\$0.00	\$51.98
Incense Cedar	\$489.48	\$411.03	\$63.63	\$0.00	\$14.82
Western Hemlock	\$319.42	\$411.03	\$41.52	\$0.00	(\$133.13)
Western Redcedar	\$640.00	\$411.03	\$83.20	\$0.00	\$145.77
Grand Fir	\$342.00	\$411.03	\$44.46	\$0.00	(\$113.49)
Sugar Pine	\$211.92	\$411.03	\$27.55	\$0.00	(\$226.66)

Appraised Price Summary

Species	Volume	Unrounded Stumpage & Value		Adjusted Appraised Price	
		\$/M	Value	\$/M	Value
Douglas Fir	1,744.0	\$51.98	\$90,653.12	\$50.60	\$88,246.40
Incense Cedar	38.0	\$14.82	\$563.16	\$37.20	\$1,413.60
Western Hemlock	8.0	(\$133.13)	(\$1,065.04)	\$24.30	\$194.40
Western Redcedar	5.0	\$145.77	\$728.85	\$134.00	\$670.00
Grand Fir	1.0	(\$113.49)	(\$113.49)	\$26.00	\$26.00
Sugar Pine	1.0	(\$226.66)	(\$226.66)	\$16.20	\$16.20
TOTALS	1,797.0				\$90,566.60

This sale does not meet the OR/WA BLM minimum price policy of 10% of pond value. The State Director has given approval to sell this timber sale at 9.5% of pond value, with deficit/surplus adjustments.

MARK KEHOE Digitally signed by MARK KEHOE
Date: 2022.06.30 11:42:33 -07'00'

Approved by: _____
Acting District Cruiser/Appraiser

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF		Appraised Value
Douglas Fir	2,546	1,744.0	\$532.19	\$69.18	\$411.03	\$0.00	\$53.30	*	\$92,955.20
Incense-cedar	37	38.0	\$489.48	\$63.63	\$411.03	\$0.00	\$49.00	*	\$1,862.00
Western Hemlock	30	8.0	\$319.42	\$41.52	\$411.03	\$0.00	\$32.00	*	\$256.00
Western Redcedar	17	5.0	\$640.00	\$83.20	\$411.03	\$0.00	\$145.80		\$729.00
Grandfir	3	1.0	\$342.00	\$44.46	\$411.03	\$0.00	\$34.20	*	\$34.20
Sugar Pine	2	1.0	\$211.92	\$27.55	\$411.03	\$0.00	\$21.20	*	\$21.20
Totals	2,635	1,797.0							\$95,857.60

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

Percent of Volume By Log Grade

Species	No. 1 & 2 Peeler	No. 3 Peeler	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Douglas Fir		1.0 %	7.0 %	76.0 %	16.0 %		

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

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western Hemlock				72.0 %	27.0 %	1.0 %	

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill			Camp Run
Western Redcedar							100.0 %

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Grandfir				75.0 %	25.0 %		

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill	No. 6 Sawmill	Camp Run
Sugar Pine				83.0 %	17.0 %		

Unit: 1

Net Volume/Acre: 40.8 MBF

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	1,744.0	2,511.0	2,572.0	2,546
Incense-cedar	38.0	54.0	61.0	37
Western Hemlock	8.0	12.0	13.0	30
Western Redcedar	5.0	7.0	7.0	17
Grandfir	1.0	2.0	2.0	3
Sugar Pine	1.0	2.0	2.0	2
Totals:	1,797.0	2,588.0	2,657.0	2,635

Regeneration Harvest	44.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	44.0

Total Stump To Truck	Net Volume	\$/MBF
\$551,188.64	1,797.0	\$306.73

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

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Shovel	GM MBF	1,176.0	\$214.99	\$252,828.24	4 Loads/Day.
Cable: Medium Yarder	GM MBF	1,412.0	\$206.70	\$291,860.40	5 Loads/Day.
Subtotal				\$544,688.64	

Additional Costs

Item	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Lift Tree	Each	65.0	\$100.00	\$6,500.00	
Subtotal				\$6,500.00	

Additional Moves

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

Comments:

All equipment was appraised with:
 \$6.00/ gal converted to \$5.40 Off-Road Diesel
 6.0 MBF/Load
 \$400/ Cutter

Total	Net Volume	\$/MBF
\$129,600.00	1,797.0	\$72.12

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Roseburg	36.0	G.M. Loads	Hour	1,296.0	\$100.00	\$129,600.00	100 %

Comments:

2588 G.M. ÷ 6 G.M./Lds. = 432 Loads

179 RTT ÷ 60 min. = 3.0 Hrs./Load

432 Loads x 3.0 Hrs./Lds. = 1,296.00 Total Hours

1296.00 Total Hours x 100.00/hr = \$129,600.00

Engineering Allowances

Total	Net Volume	\$/MBF
\$43,502.79	1,797.0	\$24.21

Cost Item	Total Cost
Road Construction:	\$0.00
Road Maintenance/Rockwear:	\$41,975.34
Road Use Fees:	\$1,527.45

Comments:

Payment made to

BLM: Timber Haul Rockwear \$6,118.49

Purchaser Credit

-Timber Haul Maintenance \$10,675.82

-Operational Maintenance \$22,342.50

LRT

-Timber Haul Rockwear \$2,838.53

Total	Net Volume	\$/MBF
\$14,325.00	1,797.0	\$7.97

Fire Prevention & Control

Cost item	Total Cost
Equipment Cleaning	\$825.00
Subtotal	\$825.00

Slash Disposal & Site Prep

Cost item	Total Cost
Burn Landing Piles	\$2,700.00
Landing Piling/Covering	\$10,800.00
Subtotal	\$13,500.00

Comments:

Other Allowances:

1. Fire Protection Included in Logging Costs

2. Slash Disposal

- Landing piling/ covering: 108 Landings @ \$100/landing = \$10,800.00
- To burn landing piles: 108 x \$25 = \$2,700.00

Miscellaneous:

3. Equipment Cleaning

- 1 Yarder x 3 hours = 3 hours
- 2 Shovels x 3 hours = 6 hours
- o 1 shovel for Cable yarding and 1 shovel for roadside Danger Tree cutting
- 1 Processor x 3 hours = 3 hours
- Stand-by Cat 1 x 3 hours = 3 hours
- 15 Total Hours x \$55/ hour = \$825.00

Total for Other Allowances: \$14,325.00