

# PROSPECTUS

## SCALE SALE

Sale Date: November 17, 2020

(2) Roseburg Sale No.: 2021.0002  
Douglas County, Oregon: O&C: Sealed Bid

Sale Name: Canton Creek Log Decks  
Bid Deposit Required: \$3,000.00

All timber designated for cutting on:

S $\frac{1}{2}$ SW $\frac{1}{4}$	Sec. 26, T. 24 S., R. 1 W.,	Willamette Meridian
S $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$	Sec. 35, T. 24 S., R. 1 W.,	Willamette Meridian
SE $\frac{1}{4}$ NE $\frac{1}{4}$	Sec. 23, T. 25 S., R. 1 W.,	Willamette Meridian

Est. Vol. MBF 32' Log	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Est. Volume Times Appraised Price
96	Douglas-fir	121	\$232.20	\$28,096.20
2	Incense-cedar	2	\$190.70	\$381.40
2	Western Hemlock	2	\$114.20	\$228.40
2	Grand Fir	2	\$114.20	\$228.40
2	Western Redcedar	2	\$410.00	\$820.00
<b>103</b>		<b>129</b>		<b>\$29,754.40</b>

SEALED BIDS WILL BE RECEIVED BY THE DISTRICT MANAGER, OR DESIGNATED REPRESENTATIVE BY MAIL ONLY. **MAIL SEALED BIDS** TO THE BUREAU OF LAND MANAGEMENT ROSEBURG DISTRICT OFFICE, 777 NW GARDEN VALLY BLVD., ROSEBURG, OREGON 97471. SEALED BIDS MUST BE RECEIVED ON OR BEFORE TUESDAY, NOVEMBER 17, 2020.

SEALED BIDS SHOULD BE CLEARLY MARKED, "ATTN: SEALED BID: CANTON CREEK LOG DECKS TIMBER SALE".

SEALED BIDS WILL BE OPENED AND HIGH BIDDER WILL BE NOTIFIED BY EMAIL BY 4:30 PM PST. ON WEDNESDAY, NOVEMBER 18, 2020.

BIDDERS MUST SUBMIT A WRITTEN BID ON FORM 5440-9 ON A PRICE PER MBF AT A MINIMUM BID INCREMENT OF \$0.01 ON THE DOUGLAS-FIR SPECIES ONLY. THE BID MUST NOT BE LESS THAN THE APPRAISED PRICE OF \$232.20/MBF. ALL OTHER SPECIES WILL BE SOLD AT THE APPRAISED PRICE PER UNIT (MBF).

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 purchase price, without regard to the amount bid per unit, even though quantity of timber actually cut or removed or designated for taking is more or less than the estimated volume or quantity so listed.

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.

CUTTING AREA: This sale is comprised of scattered felled timber and decked logs in a portion of the Archie Creek fire area. The approximate locations of felled timber and decked logs are shown on the Exhibit A map.

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

DIRECTIONS TO SALE AREA: From Roseburg, proceed east on Highway 138 (North Umpqua Highway) for 39 miles. Turn north on County Road 249 (Steamboat Creek Road) for approximately 0.5 miles. Turn west on Road 25-1E-31.0 (Canton Creek Road) and follow the Exhibit C map to the sale area.

ROAD MAINTENANCE: Rockwear and maintenance fees required to be paid to the BLM are estimated at \$974.71; 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 maintenance and use; environmental protection; fire prevention; slash disposal; optional contributions; log exports; 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. Slash disposal requirements consist of the following: machine piling, covering and burning slash and debris within a fifty (50) foot radius of loading areas. The Purchaser will have the option to assist in burning or to make a contribution to the Bureau of Land Management in lieu thereof. Refer to Sections 42(E) and 42(F) for details.

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

- (a) All timber on the Reserve Areas as shown on Exhibit A, except trees/logs which were severed from the stump prior to the date this contract was entered into and decked or placed along roadsides in the approximate locations as shown on Exhibit A. Fire killed timber and snags which pose a hazard to log deck and roadside log removal operations may be felled with the approval of the Authorized Officer.

## SPECIAL PROVISIONS

Section 42. The Purchaser shall comply with the special provisions which are attached hereto and made a part 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 date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of 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's representative 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) 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.
- (4) The Purchaser shall not haul logs from the contract area on weekends; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's holidays; or outside the hours of 4:00 a.m. to 8:00 p.m. daily, unless otherwise approved in writing by the Authorized Officer or designated in the approved logging plan.
- (5) 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.
- (6) The Purchaser will be required to label with a permanent ink marker each load ticket with the corresponding road number that the logs originated from, as shown on Exhibit A, as directed by the Authorized Officer.
- (7) For a distance of fifty (50) feet from the perimeter of each loading area 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

### SPECIAL PROVISIONS

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 decked at the above described location.

- (8) For portions of the Contract Area within 65 yards of unsurveyed suitable spotted owl habitat, 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 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 road maintenance fee of \$0.92 per thousand board feet log scale per mile for the use of bituminous surface roads listed on Exhibit C. The Purchaser shall pay the Government a rockwear fee of \$0.73 per thousand board feet log scale per mile for the use of rock surface roads listed on Exhibit C. The total maintenance/rockwear fee 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.

## SPECIAL PROVISIONS

### 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) In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall immediately discontinue specified construction or harvesting operations upon written notice from the Authorized Officer during periods of unseasonably wet weather conditions. Discontinued operations may be resumed upon receipt of written instructions and authorization by the Authorized Officer.
- (4) 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;

### SPECIAL PROVISIONS

- (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

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contract at the request of the Purchaser. Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

In the event that operating time is lost as a result of the incorporation of additional contract requirements, or delays due to Endangered Species Act consultation with the U.S. Fish and Wildlife Service or U.S. National Marine Fisheries Service, or court-ordered injunctions, 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



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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, 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.

### 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 fire prevention, hazard reduction and logging residue 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) Slash shall be piled and covered within thirty (30) days of the completion of loading.
  - (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 as directed by the Authorized Officer in accordance with the following specifications:
    - (1) Slash piles shall be capped with a 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 buildings and other infrastructure, green 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

## SPECIAL PROVISIONS

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 piles, 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

### SPECIAL PROVISIONS

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) Optional Contributions:

The Purchaser shall assist in burning as described in Section 42(E)(2). The Purchaser shall have the option of completing this work, or in lieu thereof, may make a contribution to the Bureau of Land Management in the amount of Five Hundred Sixteen and 38/100 dollars (\$516.38) and upon making such contribution, the Purchaser shall be relieved of the obligations set out in this subsection. The amount of the contribution shown above shall be paid prior to removal of timber. The Purchaser shall notify the Authorized Officer of his intention to make this contribution upon execution of this contract.

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### Section 42(G) 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 saw logs, 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 twelve (12) months from the date of last export sale.
- (d) Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.
- (e) Volume of timber exported in succeeding twelve (12) months from date of last export sale.
- (f) Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.

In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a Form 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

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Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

In the event an affiliate of the Purchaser has exported private timber within twelve (12) months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in 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

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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.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Name of Bidder
Tract Number
Sale Name
Sale Notice <i>(dated)</i>
BLM District Roseburg District 777 NW Garden Valley Blvd., Roseburg, OR 97471

**DEPOSIT AND BID FOR: (Check One):**

- Timber and/or Other Wood Products or**  
**(Examples of Other Wood Products: biomass, firewood, posts, poles, etc...)**
- Vegetative Resources**  
**(Examples of Vegetative Resources: boughs, pinyon nuts, cones, plants, etc...)**

<input type="checkbox"/> Sealed Bid for Sealed Bid Sale	<input type="checkbox"/> Written Bid for Oral Auction Sale
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Time for opening sealed bids <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Sale commences <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
--	--

On <i>(date)</i> Place	On <i>(date)</i> Place
------------------------	------------------------

In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated Timber and/or Other Wood Products or Vegetative Resources on the tract specified above.

Required bid deposit is \$ \_\_\_\_\_ and is enclosed in the form of:

- cash     money order     cashier's check     certified check     bank draft
- bid bond of corporate surety on approved list of the United States Treasury     guaranteed remittance approved by the authorized officer.

IT IS AGREED That the bid deposit shall be retained by the United States as liquidated damages if the bid is accepted and the undersigned fails to execute and return the contract, together with any required performance bond and any required payment within 30 days after the contract is received by the successful bidder. It is understood that no bid for less than the appraised price on a unit basis per product and species will be considered. If the bid is rejected the deposit will be returned.

**BID SCHEDULE – TIMBER AND/OR OTHER WOOD PRODUCTS OR VEGETATIVE RESOURCES**

*NOTE: Bidders should carefully check computations in completing the Bid Schedule*

BID SUBMITTED					ORAL BID MADE	
PRODUCT & SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
			X	=	X	=
			X \$190.70	= \$381.40	X	=
			X \$114.20	= \$228.40	X	=
			X \$114.20	= \$228.40	X	=
			X \$410.00	= \$820.00	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
TOTAL PURCHASE PRICE						

\*Minimum Stumpage Values were used to compute the appraised Price/MBF (10% of Pond Value)

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 taking may be less or more than total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

Bid submitted on *(date)*

*(Check appropriate box, sign in ink, and complete the following)*

<input type="checkbox"/> Signature, if firm is individually owned	Name of firm <i>(type or print)</i>
<input type="checkbox"/> Signatures, if firm is a partnership or L.L.C.	Business address, include zip code <i>(type or print)</i>
<input type="checkbox"/> Corporation <u>organized</u> under the state laws of	<i>(To be completed following oral bidding)</i>
Signature of Authorized Corporate Signing Officer	I HEREBY confirm the above oral bid By <i>(signature)</i>
Title	Date
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior – BLM.  Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract.	Sealed Bid – Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside: (1) “Bid for Timber and/or Other Wood Products or (1a) “Vegetative Resources ” (2) Time bids are to be opened (3) Legal description

### 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. 1181a); 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 examination and inspection of the Timber and/or Other Wood Products or Vegetative Resources and his 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** – Sealed or written bids for not less than the advertised appraised price, per Timber and/or Other Wood Products or Vegetative Resources must be submitted in duplicate to the District Manager who issued *Timber and/or Other Wood Products or Vegetative Resources Sale Notice*.

(a) **Sealed Bid Sales** – Bids will be received until time for opening which is set out in the Notice. Enclose both copies of 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, tract 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) **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 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 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 taking may be less or more than 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 may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.

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 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.

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 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 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 cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as saw logs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4)

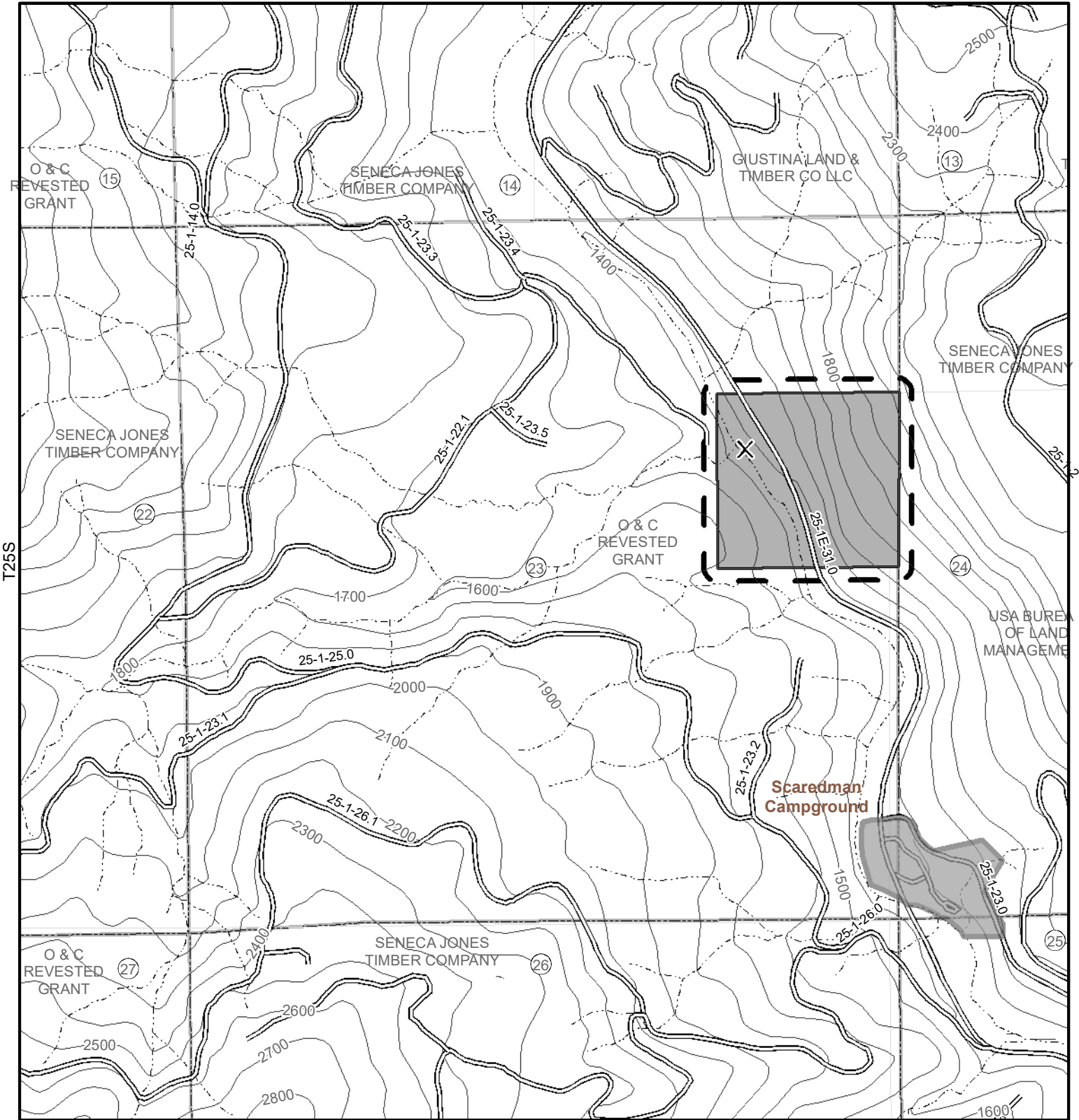
western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimensions or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to “*unprocessed timber*”. Special reporting, branding and painting of logs may be included in contract provisions.\*

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

Township 24 South, Range 1 West, Sections 26 and 35 Willamette Meridian  
Township 25 South, Range 1 West, Section 23 Willamette Meridian

LOG DECK AREA-----	2	Acres
RESERVE AREA -----	318.00	Acres
TOTAL CONTRACT AREA -----	320.00	Acres

1. Approximately 1 log deck designated for removal as shown on Exhibit A.
2. Approximate locations where felled timber is to be removed along roads as shown on Exhibit A.

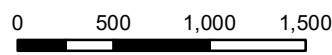


### Legend

- Decked Logs to be Removed
- Existing Road
- Stream
- Reserve Area
- Contract Area

1:12,000

1 inch = 1,000 feet



Feet

Date: 10/26/2020

Roseburg District  
 Bureau of Land Management  
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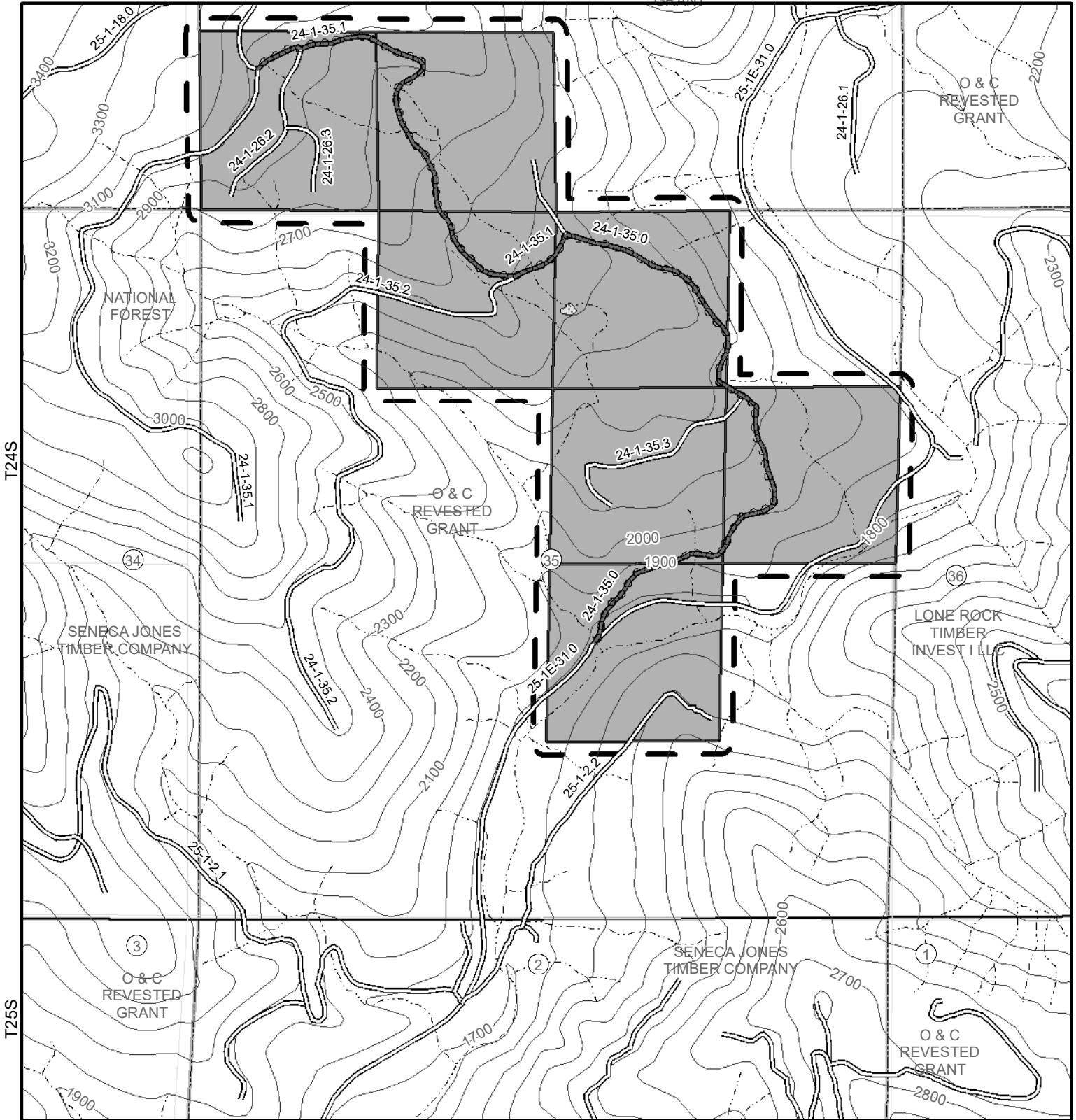


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R01W

GRANT



T24S

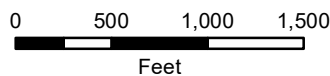
T25S

### Legend

- Felled Timber Along Roadside to be Removed
- Existing Road
- Stream
- Water Body
- Reserve Area
- Contract Area

1:12,000

1 inch = 1,000 feet

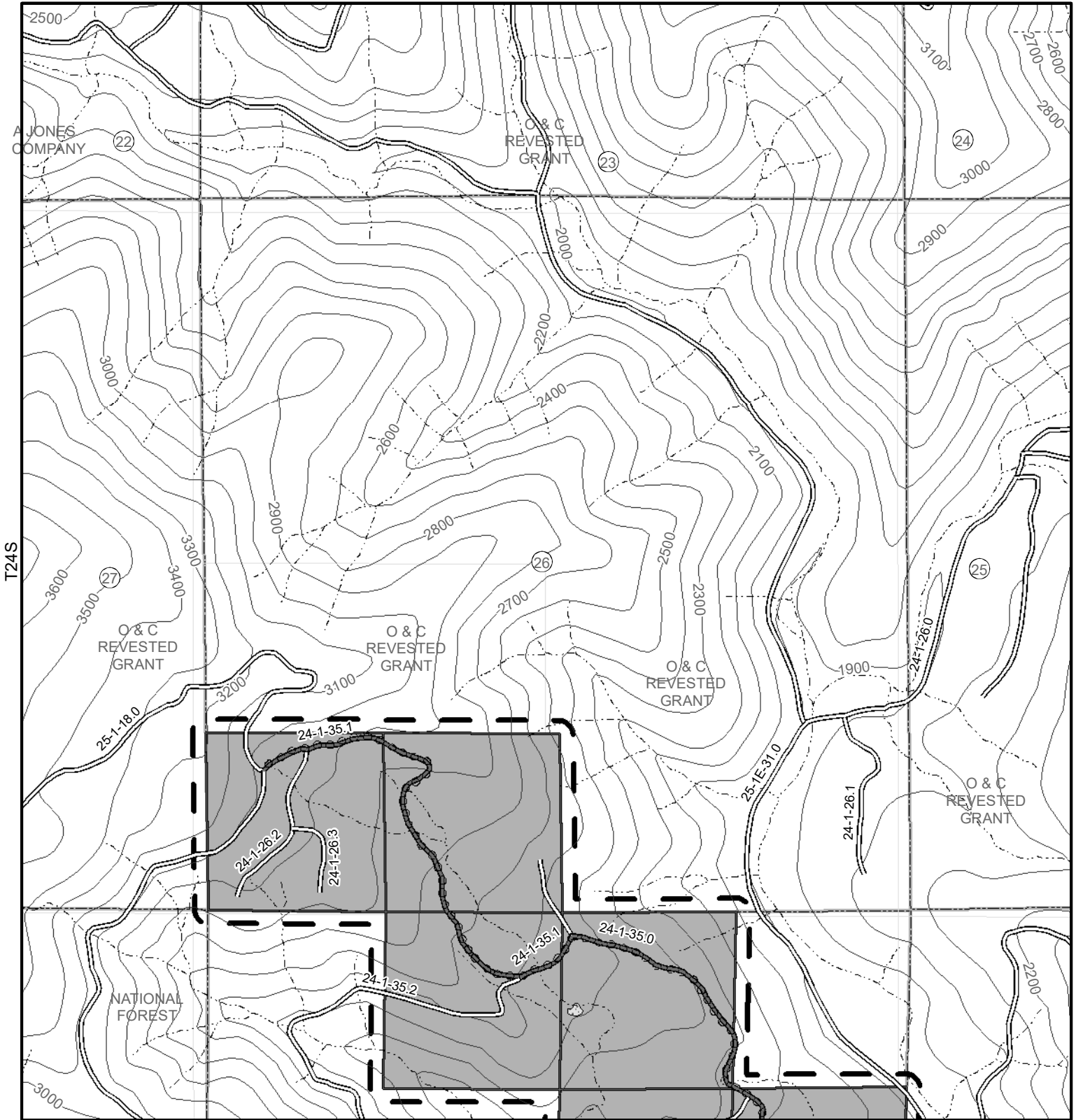


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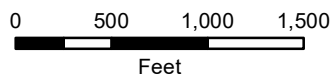


### Legend

- Felled Timber Along Roadside to be Removed
- Existing Road
- Stream
- Water Body
- Reserve Area
- Contract Area

1:12,000

1 inch = 1,000 feet



Date: 10/26/2020

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

**Contract No.: ORR04-TS-2021.0002**

**Sale Name: Canton Creek Log Decks**

**Issuing Office: Roseburg District**

**EXHIBIT B  
SCALE SALE  
PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS**

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

<b>Schedule of Species/Products, Measurement Units, and Prices</b>		
<b>Species/Products</b>	<b>Measurement Unit</b>	<b>Price Per Measurement Unit</b>
Douglas-fir	MBF	\$232.20
Incense-cedar	MBF	\$190.70
Western Hemlock	MBF	\$114.20
Grand Fir	MBF	\$114.20
Western Redcedar	MBF	\$410.00

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

<b>Schedule of Material Specifications</b>			
<b>Species/Product</b>	<b>Length (feet)</b>	<b>Diameter (inches inside bark at small end)</b>	<b>Net Scale (% of gross volume of any log segment)</b>
All Species	8 feet	5 inches	33 1/3% of gross volume of any log segment

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.

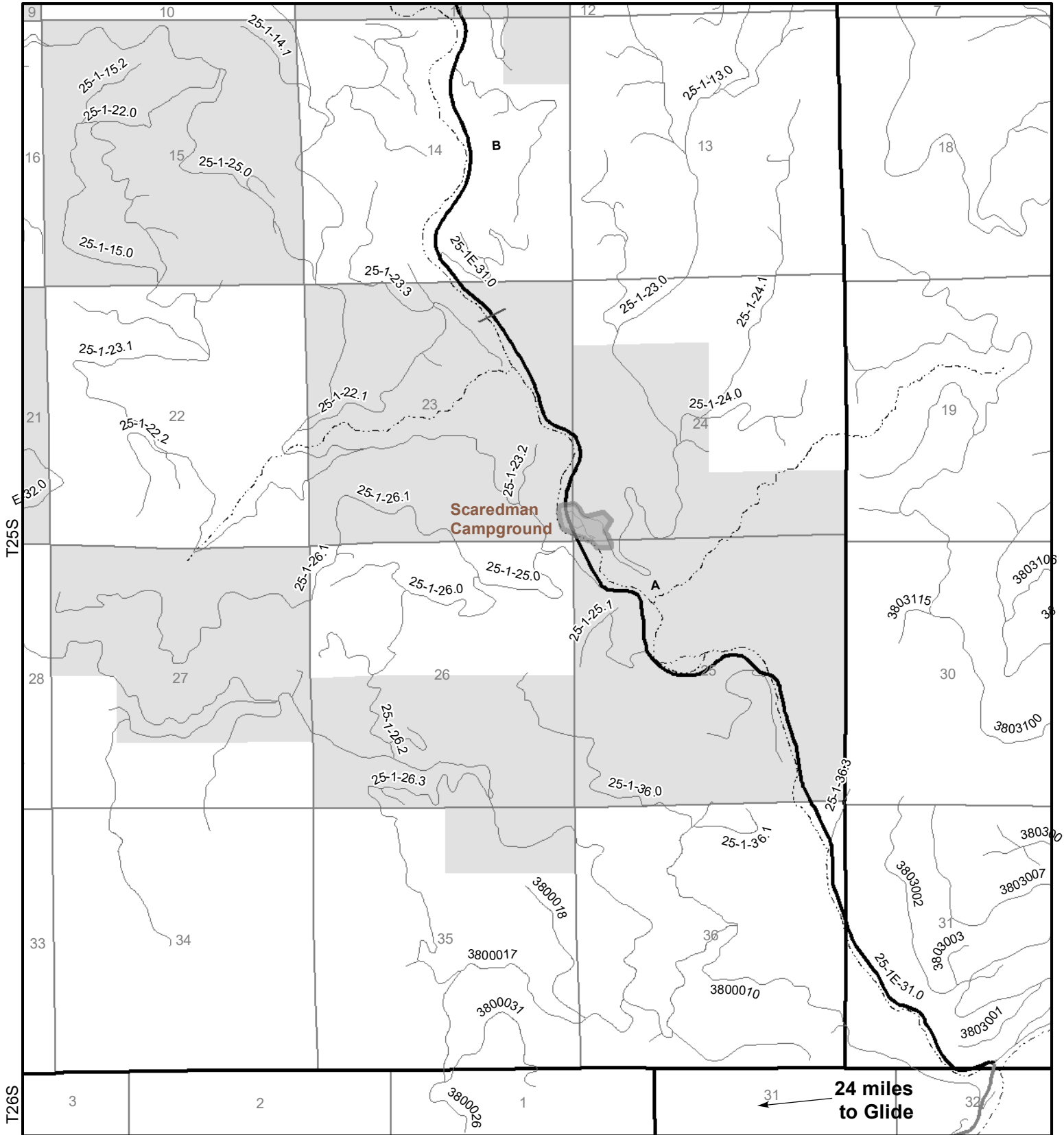
VI. **Estimated Volumes and Values** - The following volume estimates and calculations of value of timber sold are made solely as an administrative aid for determining payment amounts, when payments are due, the value of timber subject to any special bonding provisions, and other purposes specified in 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
1	1	36	36	\$8,259.50	\$8,259.50
2	1	93	93	\$21,494.90	\$21,494.90
<b>Sale Total</b>	<b>2</b>				<b>\$29,754.40</b>

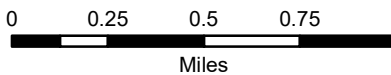


31 ← 24 miles to Glide → 32

### Legend

- Haul Route
- Existing Road
- Major Stream
- BLM Lands
- Segment Break

1:31,680

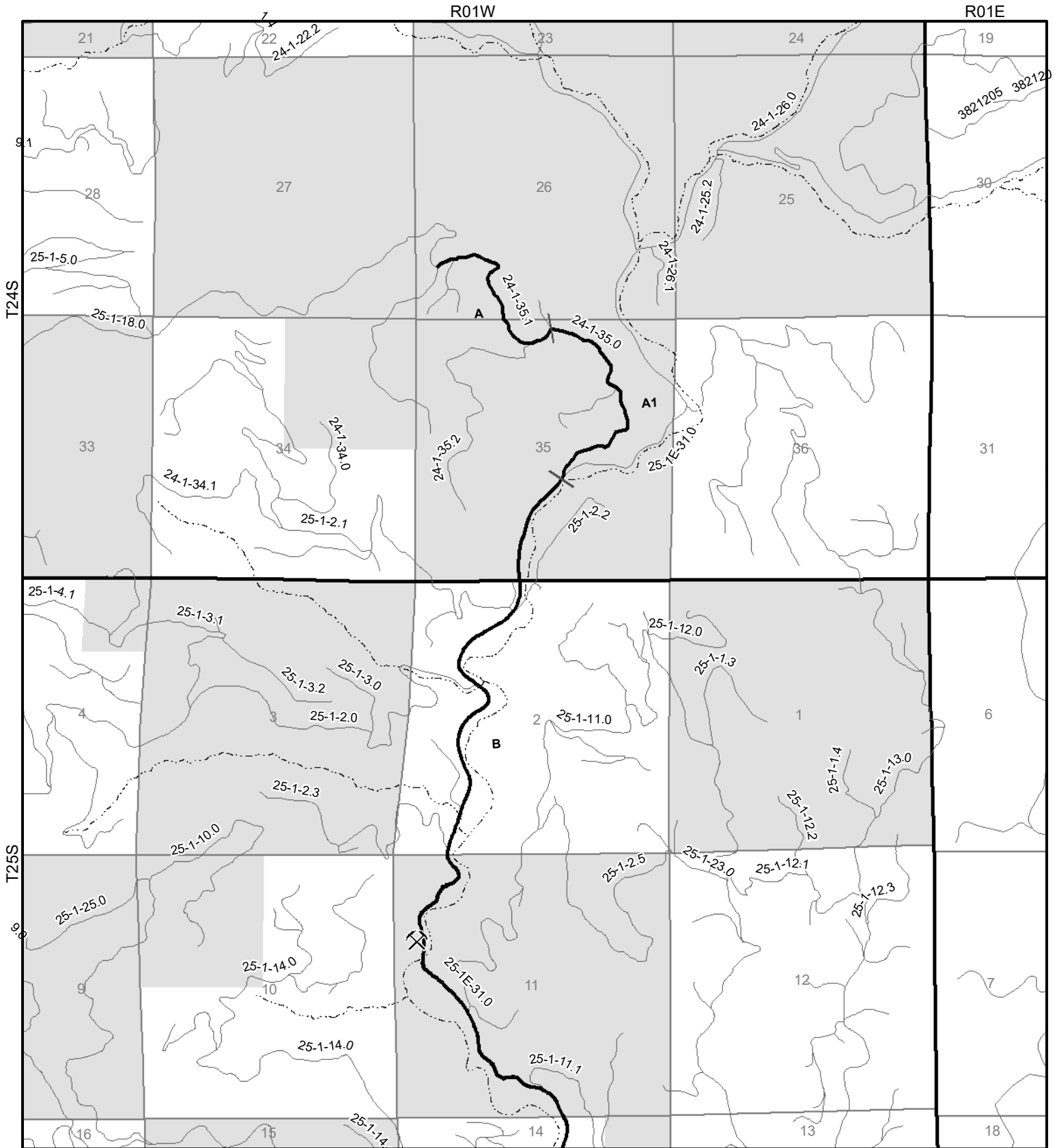


Date: 10/26/2020

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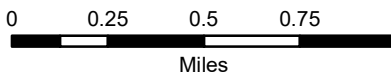
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### Legend

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

1:31,680



Date: 10/26/2020

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 Bureau of Land Management  
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 Roseburg, Oregon 97471



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

Sale Name: Canton Creek Log Decks							
Contract No. ORR04-TS-2021.0002							
Road Number	Road Seg.	Segment Length	Segment Owner	Road Use Fees	Surface Type	Timber Haul Fees*	Maintained By
24-1-35.0	A1	0.99	BLM		Rock	\$0.73	Purchaser
24-1-35.1	A	0.76	BLM		Rock	\$0.73	Purchaser
25-1E-31.0	A	3.91	BLM		Bituminus	\$0.92	BLM
25-1E-31.0	B	4.58	BLM		Bituminus	\$0.92	BLM

\* Rockwear fees payable to segment owner.

## ROAD MAINTENANCE SPECIFICATIONS

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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
3300	Final Maintenance
3400	Other Maintenance

**ROAD MAINTENANCE SPECIFICATIONS**

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**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 and 3300 of this exhibit.
- 3002 The Purchaser shall maintain the cross section of existing dirt or graveled roads to the existing geometric standards.
- 3003 The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3105.

**OPERATIONAL MAINTENANCE - 3100**

- 3101 The Purchaser shall blade and shape the road surface and shoulders with a motor grader or comparable equipment. 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.
- 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.
- 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



## ROAD MAINTENANCE SPECIFICATIONS

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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.

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.

## **ROAD MAINTENANCE SPECIFICATIONS**

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- 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.

### **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 and 3100 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 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.

## ROAD MAINTENANCE SPECIFICATIONS

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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 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.
- 3402 Upon receiving written authorization for ice or snow removal, the Purchaser will perform the work according to the conditions and equipment requirements set forth in the authorization.



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

**Timber Appraisal**

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<b>Sale Name:</b> Canton Creek Log Decks	<b>Sale Date:</b> Tuesday, November 17, 2020
<b>BLM District:</b> Roseburg DO	<b>Unit of Measure:</b> 16' MBF
<b>Contract #:</b> ORR04-TS-2021.0002	<b>Contract Term:</b> 12 months
<b>Sale Type:</b> Advertised	<b>Contract Mechanism:</b> 5450-4 Sale of Timber - Scale Sale

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**Content**

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

**Prepared By:** Coppersmith, Jason H - 10/27/2020

**Approved By:** Snider, Douglas A - 10/27/2020

## Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Douglas	25S	1W	23	SE 1/4 NE 1/4	Willamette
O&C	Douglas	24S	1W	35	NW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$	Willamette
O&C	Douglas	24S	1W	26	S 1/2 SW 1/4	Willamette

## Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	121.0	135.0	135.0	0	0	0
Incense-cedar	2.0	2.0	2.0	0	0	0
Western Hemlock	2.0	2.0	2.0	0	0	0
Grandfir	2.0	2.0	2.0	0	0	0
Western Redcedar	2.0	2.0	2.0	0	0	0
<b>Totals</b>	<b>129.0</b>	<b>143.0</b>	<b>143.0</b>	<b>0</b>	<b>0</b>	<b>0</b>

## Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
0.0	2.0	0.0	2.0	64.5

**Comments:**

Scale sale of log decks in suppression efforts on the Archie Creek Fire

**Logging Costs**

Stump to Truck	\$14,555.97
Transportation	\$9,975.00
Road Construction	\$0.00
Maintenance/Rockwear	\$1,098.40
Road Use	\$0.00
Other Allowances	\$2,290.00
<b>Total:</b>	<b>\$27,919.37</b>
<b>Total Logging Cost per MBF:</b>	<b>\$216.43</b>

**Utilization Centers**

<u>Location</u>	<u>Distance</u>	<u>% of Net Volume</u>
Roseburg	46.0 miles	100 %

**Profit & Risk**

Profit	10 %
Risk	3 %
<b>Total Profit &amp; Risk</b>	<b>13 %</b>

**Tract Features**

<b>Quadratic Mean DBH</b>	12.0 in
<b>Average GM Log</b>	45 bf
<b>Average Volume per Acre</b>	64.5 mbf
<b>Recovery</b>	80 %
<b><u>Net MBF volume:</u></b>	
<b>Green</b>	129.0 mbf
<b>Salvage</b>	0 mbf
<b>Export</b>	0 mbf
<b><u>Ground Base Logging:</u></b>	
<b>Percent of Sale Volume</b>	100 %
<b>Average Yarding Slope</b>	15 %
<b>Average Yarding Distance</b>	50 ft
<b><u>Cable Logging:</u></b>	
<b>Percent of Sale Volume</b>	0 %
<b>Average Yarding Slope</b>	0 %
<b>Average Yarding Distance</b>	0 ft
<b><u>Aerial Logging:</u></b>	
<b>Percent of Sale Volume</b>	0 %
<b>Average Yarding Slope</b>	0 %
<b>Average Yarding Distance</b>	0 ft

**Cruise**

<b>Cruise Completed</b>	October 2020
<b>Cruised By</b>	Coppersmith and Kress
<b>Cruise Method</b>	Ocular estimates

## Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	0	121.0	\$515.71	\$67.04	\$216.43	\$0.00	\$232.20	\$28,096.20
Incense-cedar	0	2.0	\$468.00	\$60.84	\$216.43	\$0.00	\$190.70	\$381.40
Western Hemlock	0	2.0	\$380.00	\$49.40	\$216.43	\$0.00	\$114.20	\$228.40
Grandfir	0	2.0	\$380.00	\$49.40	\$216.43	\$0.00	\$114.20	\$228.40
Western Redcedar	0	2.0	\$720.00	\$93.60	\$216.43	\$0.00	\$410.00	\$820.00
<b>Totals</b>	<b>0</b>	<b>129.0</b>						<b>\$29,754.40</b>

## 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							100.0 %

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							100.0 %

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

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Grandfir							100.0 %

**Canton Creek Log Decks**

**Unit Summary**

**ORR04-TS-2021.0002**

**Unit: 1**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	32.0	36.0	36.0	
Western Hemlock	1.0	1.0	1.0	
Grandfir	1.0	1.0	1.0	
Western Redcedar	1.0	1.0	1.0	
Incense-cedar	1.0	1.0	1.0	
<b>Totals:</b>	<b>36.0</b>	<b>40.0</b>	<b>40.0</b>	<b>0</b>

**Net Volume/Acre: 36.0 MBF**

Regeneration Harvest	0.0
Partial Cut	1.0
Right of Way	0.0
<b>Total Acres:</b>	<b>1.0</b>

**Unit: 2**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	89.0	99.0	99.0	
Grandfir	1.0	1.0	1.0	
Incense-cedar	1.0	1.0	1.0	
Western Hemlock	1.0	1.0	1.0	
Western Redcedar	1.0	1.0	1.0	
<b>Totals:</b>	<b>93.0</b>	<b>103.0</b>	<b>103.0</b>	<b>0</b>

**Net Volume/Acre: 93.0 MBF**

Regeneration Harvest	0.0
Partial Cut	1.0
Right of Way	0.0
<b>Total Acres:</b>	<b>1.0</b>



Total Stump To Truck	Net Volume	\$/MBF
\$14,555.97	129.0	\$112.84

**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	143.0	\$101.79	\$14,555.97	\$3.25/ gal. 4.5 MBF/Load. \$400/cutter for 2 cutters
<b>Subtotal</b>				<b>\$14,555.97</b>	

**Additional Costs**

Item	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
<b>Subtotal</b>				<b>\$0.00</b>	

**Additional Moves**

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

Total	Net Volume	\$/MBF
\$9,975.00	129.0	\$77.33

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Roseburg	46.0	All G.M. Loads	Load	105.0	\$95.00	\$9,975.00	100 %

**Comments:**

WTD to Canton Creek/HWY 138= 7.8 Miles 58.9 Minutes

Steamboat Creek Rd to Roseburg = 39 Miles 85 Minutes

One Hour Delay = 60 Minutes

143 G.M. ÷ 4.5 MBF/Load = 31 Loads

204 Mins./Load ÷ 60 mins. = 3.4 hrs/load

3.4 hrs/load X 31 Loads = 105 Hrs

105 hrs. X \$95.00 = \$9,975.00

**Engineering Allowances**

Total	Net Volume	\$/MBF
\$1,098.40	129.0	\$8.51

Cost Item	Total Cost
Road Construction:	\$0.00
Road Maintenance/Rockwear:	\$1,098.40
Road Use Fees:	\$0.00

**Comments:**

BLM

Timber Haul Maintenance: \$855.90

Timber Haul Rockwear: \$118.81

Purchaser: \$ 123.69

Total	Net Volume	\$/MBF
\$2,290.00	129.0	\$17.75

### Environmental Protection

Cost item	Total Cost
Equipment Cleaning	\$165.00
<b>Subtotal</b>	<b>\$165.00</b>

### Slash Disposal & Site Prep

Cost item	Total Cost
Burn Landing Piles	\$425.00
Landing Piles	\$1,700.00
<b>Subtotal</b>	<b>\$2,125.00</b>

#### Comments:

1. Fire Protection Included in Logging Costs

2. Slash Disposal

- Landing piling/ covering: 17 Landings @ \$100/landing = \$1,700.00
- To burn landing piles: 17 x \$25 = \$425.00

Miscellaneous:

3. Equipment Cleaning

- One Shovel x 3 hours = 3 hours
- 3 Total Hours x \$55/ hour = \$165.00

Total for Other Allowances: \$2,290.00

Slash Disposal Buyout Option

- \$425.00 x 21.5% = \$91.38  
21.5% represents admin fee
- \$425.00 + \$91.38 = \$516.38