

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

Unger Dog Timber Sale
ORN01-TS-2021.0104
Date: July 26, 2021

PROSPECTUS

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

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9, attached. Written and oral bids will be received by the District Manager, or his representative, in the timber sale room at the District Office, 1717 Fabry Road, S.E., Salem, Oregon. Written bids and deposits will be accepted beginning at 8:30 a.m. and the timber sale oral auction will commence at 9:00 a.m., on Wednesday, August 25, 2021. Before bids are submitted, full information concerning the timber, the conditions of sale and submission of bids, including appraised prices per species, should be obtained from the above District Manager, or designated representative. The right is hereby reserved to waive technical defects in this advertisement and to reject any or all bids. The United States reserves the right to waive any informality in bids received whenever such waiver is in the interest of the United States.

THIS PROSPECTUS does not constitute the decision document for purposes of appeal of a forest management decision. Consistent with 43 CFR Subpart 5003.2(b), the date the BLM posts the forest management decision on the BLM's ePlanning website establishes the effective date of the decision for purposes of an administrative appeal. The decision was posted to the BLM's ePlanning website on April 12, 2021, referring to the Unger Dog Project, DOI-BLM-ORWA-N010-2020-0004-CX document.

A CATERGORICAL EXCLUSION was prepared for this timber sale tract. This document is available for inspection as background at the Northwest Oregon District Office.

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

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

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

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

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

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

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

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

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

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

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

Most Covid-19 restrictions have been lifted within the state of Oregon, including mask mandates while in federal buildings for fully vaccinated individuals. However, due to the size of the room where our Auctions are held, and to continue to maintain your safety, the safety of the public and employees, the BLM respectfully requests the following precautions be taken by our purchasers at the timber sale auction on August 25th, 2021 at the Salem Office:

- We request that you limit participation, where possible, to one representative per company.
- We request only qualified bidders attend the auction (those that have a bid deposit and written bid).
- Those that are fully vaccinated do not need to wear a mask while in the Salem Office. However, if you not fully vaccinated, masks will be required while in the building. People are considered fully vaccinated for COVID-19 ≥ 2 weeks after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or ≥ 2 weeks after they have received a single-dose vaccine (Johnson & Johnson [J&J]/Janssen) <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated-guidance.html>. Mask wearing is welcome regardless of vaccination status.

BLM employees will be restricted to those necessary to conduct the Auction. Additionally, the BLM will take steps to provide separation in the auction room, including keeping chairs at least 6' apart and increasing cleaning/sanitizing.

TIMBER SALE NOTICE

NORTHWEST OREGON DISTRICT
CASCADES FIELD OFFICE

SALE DATE: August 25, 2021

CONTRACT NO. ORN01-TS-2021.0104, UNGER DOG: LUMP SUM:
CLACKAMAS COUNTY, OREGON: O&C: ORAL AUCTION: BID DEPOSIT REQUIRED: \$96,900.00.

All timber designated for cutting on: N1/2NW1/4, NW1/4SW1/4, SE1/4SW1/4, Section 13; SE1/4NW1/4, SW1/4, N1/2SE1/4, Section 23, T. 4 S., R. 3 E., W.M.

THIS TIMBER SALE HAS BEEN CRUISED BASED UPON EASTSIDE SCRIBNER MEASURE.

Minimum bid figures shown by species are dollars per thousand board feet (MBF). The minimum bid increment will be \$0.10 per MBF.

Approx. No. Merchantable Trees	Species	Est. Vol. Mbf 16' Log	Appraised Price Per Mbf	Estimated Volume Times Appraised Price
3,232	Douglas-fir	2,918	\$327.20	\$954,769.60
223	western hemlock	65	\$152.30	\$9,899.50
14	western red cedar	5	\$758.60	\$3,793.00
3,469	Totals	2,988		\$968,462.10

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

CRUISE INFORMATION: The timber volumes for the Regeneration Harvest Area and Commercial Thinning area were based on a 3P cruise for estimating the board foot volume of trees. Approximately 0% of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is 25.4 inches DBHOB; the average log contains 163 bd. ft.; the total gross volume is approximately 3,205 MBF; and 93% recovery is expected.

CUTTING AREA: 21 acres of Regeneration Harvest Area and 36 acres of Commercial Thinning Area. Acres shown on Exhibit A have been computed using Global Positioning System traverse procedures including differential correction.

DURATION OF CONTRACT: Will be 36 months for cutting and removal of timber.

LOCATION: For access to the sale area please refer to the Timber Sale Vicinity Map.

ACCESS:

Gate keys are required for access. Prospective bidders may obtain access to the sale are by contacting Sam Brooks at the Horning Seed Orchard Office at (503) 680-1171 to set up a time to tour the sale area.

ROAD MAINTENANCE: The Purchaser shall pay the Government a road maintenance fee of one-thousand six-hundred fifty-eight and 20/100 dollars (\$1,658.20), and a rockwear fee of one-thousand one-hundred fifty and 10/100 dollars (\$1,150.10) for the transportation of timber included in the contract area. Purchaser shall also be responsible for performing post storm inspections and surface repair of roads damaged by logging operations.

ROAD CONSTRUCTION: All earth moving equipment to be washed prior to entry onto BLM lands. All natural surface roads may be rocked at the Purchaser’s expense.

SPECIAL ATTENTION ITEMS:

- Sec. 41.-Reserved timber
- Sec. 42.g-k -Seasonal restrictions
- Sec. 42.l -Safety
- Sec. 42.s -Snag Creation

Seasonal Restriction Matrix

Seasonal Restriction	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
No Falling (42.h).**												
Skidding operations (42.i).**												
No road construction, decommissioning, stabilizing or hauling on natural surface roads (42.j).**												
No in-stream work (42.k).												
	Operations Restricted											
	No Restrictions											

**Seasonal restrictions may be shortened or extended as determined by Authorized Officer.

RESERVED

Sec. 41. Timber Reserved from Cutting

- a. All timber in the Reserve Area shown on Exhibit A and all orange painted trees which are on or mark the boundaries of the Reserve Area.
- b. All orange painted trees within the Unit Boundary shown on Exhibit A.
- c. All hardwoods and Western red cedar within Unit 4 shown on Exhibit A.
- d. All existing snags and down logs which do not present a safety hazard as determined by the Authorized Officer. Snags felled for safety reasons shall be retained on site.

Sec. 42. Special Provisions

LOGGING

- a. Before beginning operations on the contract area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of seven (7) or more days.
- b. Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract, which shall include measures needed to ensure protection of the environment and watershed. A pre-work conference between the Purchasers authorized representative and the Authorized Officer must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan developed by this provision.
- c. At all landings, all logs, including hardwoods, more than eight (8) inches in diameter at the large end and exceeding eight (8) feet in length shall be decked or windrowed at the location designated by the Authorized Officer except logs sold and removed from the Contract Area.
- d. In all Units – all yarding shall be done by equipment capable of transporting the leading end of logs clear of the ground and operated entirely on designated skid roads and/or skyline corridors. Before felling and yarding any timber, except road right-of-way timber, the Purchaser shall locate designated skid trails and/or skyline corridors as follows:
 1. Identify the location of designated skid roads and/or skyline corridors in a method approved by the Authorized Officer.
 2. Space designated skid roads and/or skyline corridors at a minimum of one-hundred and fifty (150) feet apart unless otherwise agreed to in writing by the Authorized Officer.
 3. Limit width of skid roads and/or skyline corridors to twelve (12) feet.

4. Ground-based operations are limited to slopes of thirty-five (35) percent or less. Ground-based operations may be approved on slopes up to fifty (50) percent when using specialized equipment, operating on previously constructed skid trails, or accessing isolated areas over steep pitches.

e. Excessive damage to the reserve timber, as determined by the Authorized Officer, will result in suspension of operation until mitigation measures are in place to prevent further damage as directed by the Authorized Officer.

f. Notwithstanding the provisions of Section 4, the cutting and removal of timber from Unit 4 where designated, shall be completed before April 1, 2022.

g. No falling from March 15 through July 1. Habitat modification shall be avoided during breeding period for migratory birds except for safety hazards. The seasonal restriction can be waived for specific units if these areas are surveyed, and no nesting migratory birds are found.

h. No skidding between October 16th of one calendar year and May 14th of the following calendar year both days inclusive and during other periods of wet weather. This may be shortened or extended as determined by the Authorized Officer.

i. Road stabilizing, decommissioning, or hauling on natural surface roads shall be conducted between December 1st of one calendar year and April 30th of the following calendar year both days inclusive. This may be shortened or extended as determined by the Authorized Officer.

j. No in-stream work shall be conducted between September 1st of one calendar year and July 14th of the following calendar year both days inclusive to protect water quality.

k. During logging operations, the Purchaser shall keep S. Unger Rd, S. Sheckly Rd, where it passes through the contract area, clear of trees, rock, dirt and other debris so far as is practicable. The road shall not be blocked by such operations for more than thirty (30) minutes.

SAFETY

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

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

Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA and Transportation standards no later

than the pre-work meeting and prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed. Flaggers and devices shall be as specified in state OSHA and Transportation standards for logging roads or the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) published by the U.S. Department of Transportation - Federal Highway Administration. Included in the Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit "A" Map.

ROAD CONSTRUCTION, RENOVATION, MAINTENANCE, AND USE

m. The Purchaser shall construct, renovate, and maintain roads and landings in accordance with the following specifications:

1. Identify the location and specifications of landings and loading points in a method approved by the Authorized Officer. Upon approval from the Authorized Officer the Purchaser may commence construction of landings and loading points.
2. Upon completion and approval of landing construction, the Purchaser may be required to armor the sub-grade with base rock at locations designated by the Authorized Officer to prevent contamination of existing rock roads depending on conditions.
3. All natural surface roads may be rock at the Purchasers expense with prior approval of the Authorized Officer.

n. Any required construction, renovation, or maintenance of structures and roads shall be completed and accepted, in accordance with Section 18, prior to the removal of any timber, except right-of-way timber, over that road. The Purchaser shall not commence work until receipt of written notice to do so from the Authorized Officer.

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

p. The Purchaser shall pay the Government a road maintenance fee of one-thousand six-hundred fifty-eight and 20/100 dollars (\$1,658.20), and a rockwear fee of one-thousand one-hundred fifty and 10/100 dollars (\$1,150.10) for the transportation of timber included in the contract area over said roads. The above maintenance fee is for the use of four (4) miles of road or less. If the total road maintenance and rockwear fee does not exceed five hundred and no/100 dollars (\$500.00), the Purchaser shall pay such amount in full prior to use of such roads. If the total road maintenance and rockwear fee exceeds five hundred and no/100 dollars (\$500.00), the Authorized Officer shall establish an installment schedule of payments of the maintenance and rockwear obligations.

ENVIRONMENTAL PROTECTION

q. In order to prevent the spread of noxious weeds, the Purchaser shall pressure wash all earth disturbing equipment and logging equipment prior to entry onto BLM lands as directed by the Authorized Officer. Cleaning shall be defined as removal of all dirt, grease, plant parts and material that may carry noxious weed seeds. Equipment shall be inspected by the Authorized Officer at a site approved by the Authorized Officer to verify that the equipment had been reasonably cleaned prior to entry onto BLM lands.

r. In additions to the requirements set forth in Sec. 26 of this contract, the Purchaser shall cover skid trails with logging slash and debris, install water bars or comparable erosion control measures, and block entrances or other created access points on the contract areas shown on Exhibit A as directed by the Authorized Officer. This work shall be completed within fifteen (15) days after completion of log hauling from each landing.

s. The Purchaser shall base girdle 56 green, reserve conifer trees as selected and directed by the Authorized Officer in Harvest Areas shown on Exhibit A. Tree topping and base girdling shall be completed in accordance with Exhibit I of this contract. All topping and girdling operations shall be completed to the satisfaction of the Authorized Officer within one year after yarding is completed and within thirty (30) days after being notified by the Authorized Officer to commence topping and girdling operations.

t. The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:

- (1) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiating of consultation is required concerning the species prior to continuing operation, or;
- (2) when, in order to comply with the Endangered Species Act, or to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (3) federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;
- (4) when, in order to comply with a court order, which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
- (5) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (6) species have been discovered which were identified for protection in accordance with management direction established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;

- (7) When, in order to protect species which were identified for protection in accordance with management direction established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Section 3.b. of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, et seq.). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3.b. of the contract within 15 days after the bill for collection is issued, subject to Section 3.j. of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

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

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

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

accordance with management direction established in the ROD and RMP, or court order requirements necessitating the modification or termination.

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

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

FIRE PREVENTION

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

LOGGING RESIDUE REDUCTION

v. In addition to the requirements of Sec. 15 of this contract, and notwithstanding the Purchasers satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the States willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measure(s) required by this contract: Perform logging residue reduction and site preparation work on approximately Fifty-Six (56) acres of harvest area located within harvest units. The required work shall consist of any treatment or combination of treatments, as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer. Prior to commencement of any operation under this Section of the

contract, a slash disposal and pre-work conference between the purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. The number of acres of each treatment shall be determined by the Authorized Officer. All slash disposal shall be done in accordance with the plans developed at this pre-work conference. Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of purchaser's operations under the terms of this contract.

w. Excavator pile slash/logging residue in all ground base logging operations in salvage harvest occurs and 50 feet of Unger road and S Baurer Rd in harvest areas. Slash shall be piled by an excavator equipped with a hydraulic thumb. Finished piles shall be tight and free of dirt.

a) Unmerchantable logs greater than six (6) inches on the small end shall be left in place or positioned so that they will not be burned.

b) Machine piles shall be located as far as possible from green trees, snags, or unit boundaries to minimize damage.

c) Machine piles shall be constructed 50 ft away from the center line of the powerline right-of-way as well as 50 ft away from any power poles/towers that support the powerlines.

d) Machine piles shall be kept free of dirt and other non-wood debris and constructed as compactly as possible. There should be an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels.

e) Machine piles shall be constructed along skid lines where slash accumulates during ground base yarding over distances of 100 ft or longer.

f) A minimum 10-foot by 10-foot cover of four (4) mil. polyethylene shall cap each machine pile to maintain a dry ignition point. The cover shall be firmly fixed to each pile to hold it in place. Plastic shall be held in place with woody debris or tied with rope or twine. The plastic must be secured so that it is held in place during strong wind conditions. The Purchaser is required to furnish the covering materials. Covering shall be completed as directed by the Authorized Officer.

g) Cutting Areas shall be piled during the same season that they are logged.

Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands.

All listed personnel shall be physically fit, experienced and fully capable of functioning as required. In addition, all listed personnel shall be qualified according to the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide, PMS-310-1 and provide documentation of these qualifications. On the day of ignition all listed personnel shall be fluent in speaking and understanding English, clothing shall consist of long pants and long sleeved shirts, and be of approved aramid fabric (Nomex™ or equivalent), as well as being free of diesel fuel oil. All personnel shall wear lug sole boots with minimum eight (8) inch tall uppers that provide ankle support, approved hardhats and leather gloves. Personnel who do not meet these requirements or do not have proper clothing and personal protective equipment (PPE) will not be allowed to participate. All listed tools and equipment shall be in good usable condition. All power-driven equipment shall be fully fueled and available for immediate use. During

periods of use under this subsection, the Purchaser shall provide fuel and maintenance for all such power-driven equipment.

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

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

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

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

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

LOG EXPORT RESTRICTIONS

x. All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export under the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs, except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards or specifications or suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timbers regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp, and pulp products; (3) green or dry veneer and plywood; (4)

poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8-3/4) inches in thickness or less; (6) shakes and shingles.

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

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

1. Date of last export sale.
2. Volume of timber contained in last export sale.
3. Volume of timber exported in the past twelve (12) months from the date of last export sale.
4. Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.
5. Volume of timber exported in succeeding twelve (12) months from date of last export sale.
6. Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.

In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a "Certificate as to Nonsubstitution and the Domestic Processing of Timber". The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

In the event an affiliate of the Purchaser has exported private timber within twelve (12) months prior to purchaser or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in the form specified by the Authorized Officer and furnish the information to the Authorized Officer.

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

Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs with a scaling diameter (small end inside bark) of over 10 inches, prior to the removal of timber from the contract area. All loads of 11 logs or more will have a minimum of 10 logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs will be branded on loads of 10 logs or less. One end of all branded logs to be processed domestically will be marked with a 3 square inch spot of highway yellow paint. The Purchaser will stop trucks for accountability monitoring at mutually agreed upon locations when notified by the Authorized Officer.

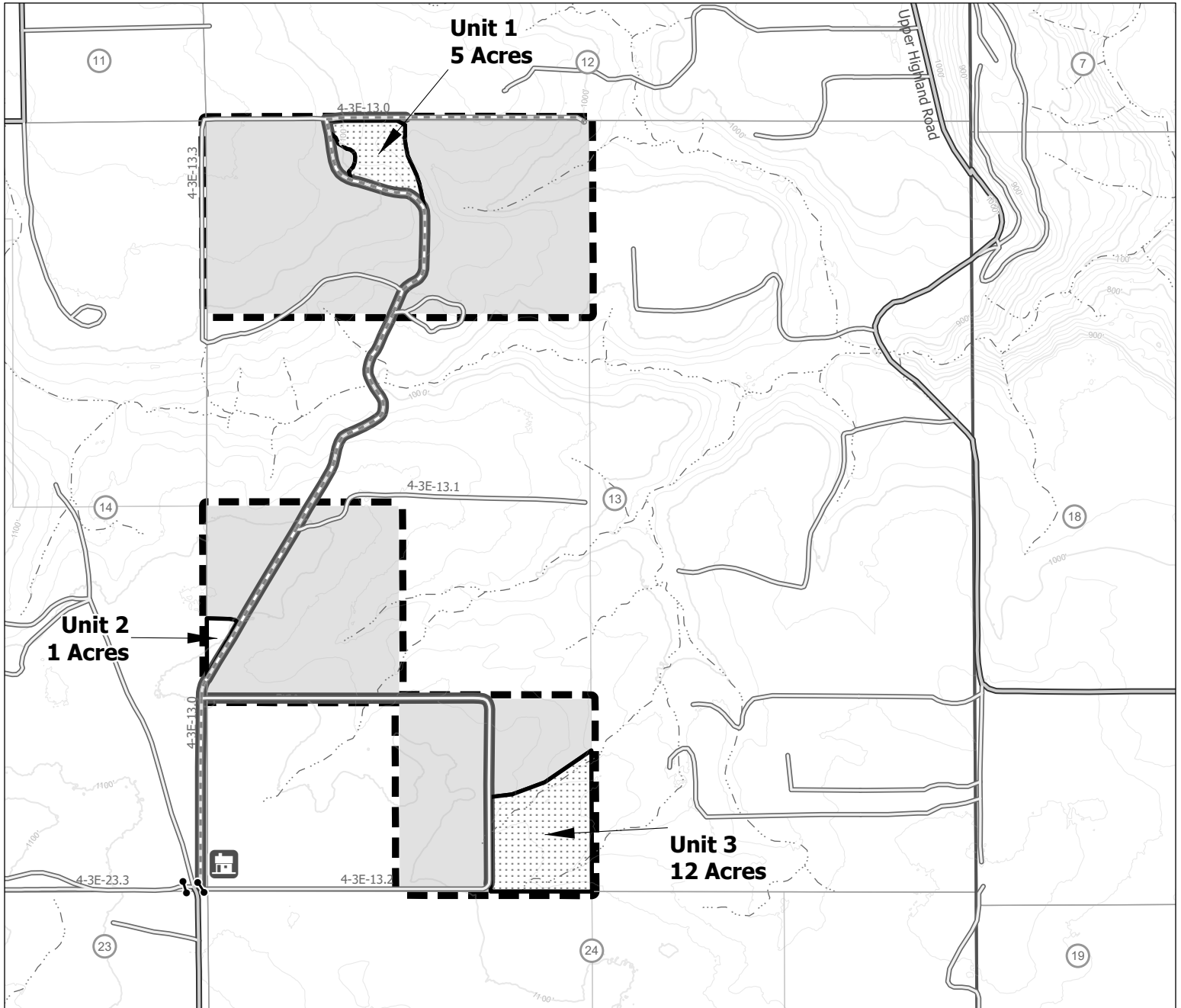
If multiple trailers (mule trains) are used, each bunked load shall be considered an individual load, and these guidelines will apply to each bunked load. If a flatbed stake trailer is used, each bundle will be treated as a separate load.

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

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



TIMBER SALE CONTRACT MAP - ORN01-TS-2021.0104
 T. 4 S. - R. 3 E., Section 13, W.M.



Contour Interval: 20'

Horning Seed Orchard

County Road

Intermediate road

Minor road

Haul Route

Stream

Commercial Thinning Area

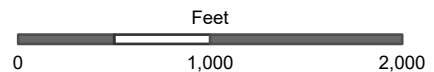
Regeneration Harvest Area

Unit Boundary

Contract Area

Reserve Area

Gate

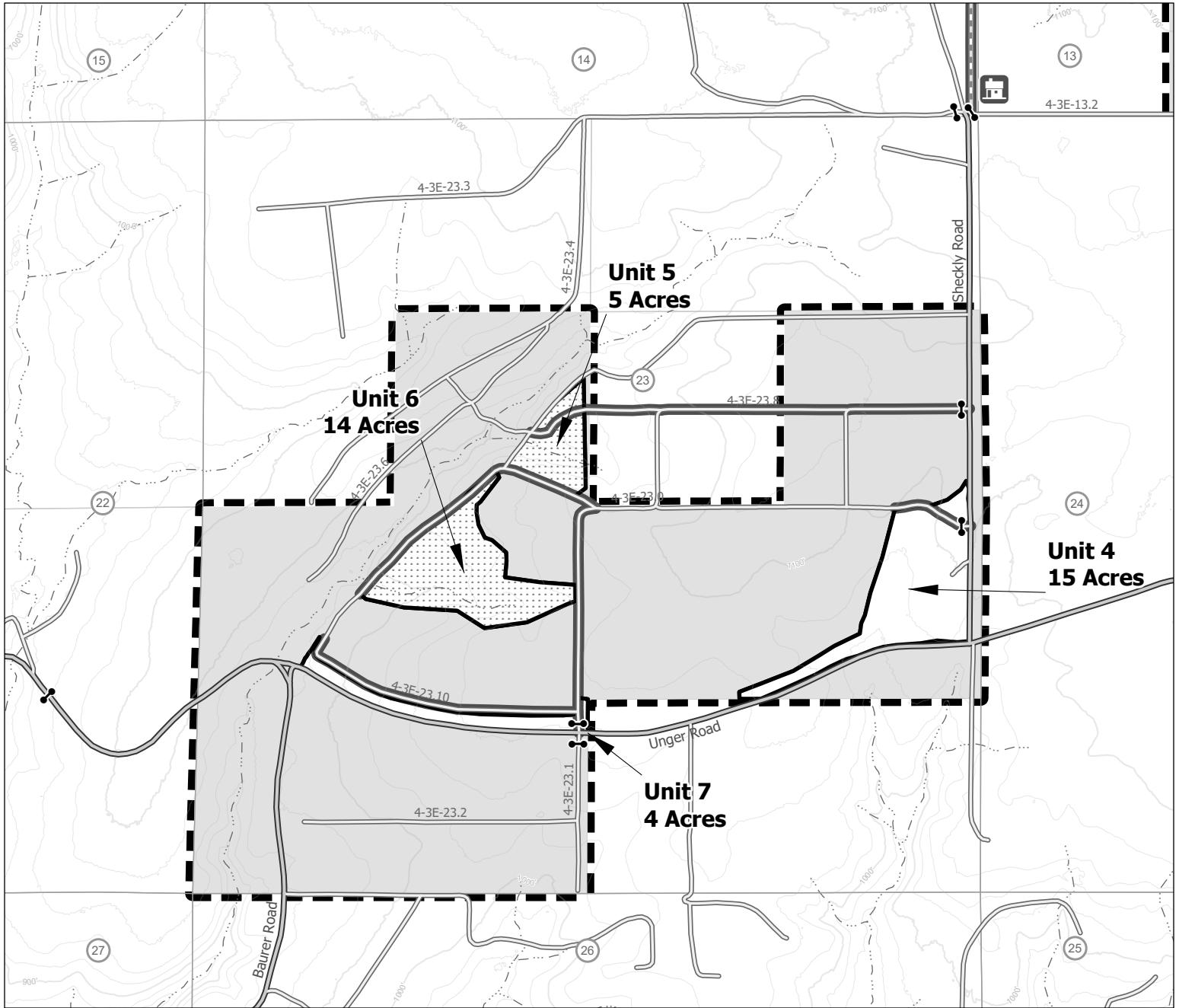


Regeneration Harvest Area	20 Acres
Commercial Thinning Area	36 Acres
Reserve Area	424 Acres
Total Contract Area	480 Acres

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



TIMBER SALE CONTRACT MAP - ORN01-TS-2021.0104
 T. 4 S. - R. 3 E., Section 23, W.M.



Contour Interval: 20'

Horning Seed Orchard

County Road

Intermediate road

Minor road

Haul Route

Stream

Commercial Thinning Area

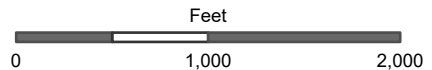
Regeneration Harvest Area

Unit Boundary

Contract Area

Reserve Area

Gate



Regeneration Harvest Area	20 Acres
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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT B / PRE-SALE

5450-3

Contract No.

ORN01-TS-2021.0104

Unger Dog

The following estimates and calculations of value of timber sold are made solely as an administrative aid for determining: (1) adjustments made or credits given in accordance with Secs. 6, 9, or 11; (2) when payments are due; and (3) value of timber subject to any special bonding provisions. The value of timber will be determined by multiplying the value per acre as shown below, times the amount of acreage as determined by the Authorized Officer, which has been cut or removed or designated for taking. Except as provided in Sec. 2, Purchaser shall be liable for total purchase price even though quantity of timber actually cut or removed or designated for taking is less than the estimated volume or quantity shown. Cutting areas are shown on **Exhibit A**.

SPECIES	ESTIMATED VOLUME OR QUANTITY <i>(Units Specified)</i>		PRICE PER UNIT	ESTIMATED VOLUME OR QUANTITY X UNIT PRICE
Douglas Fir	2,918.0	MBF	\$327.20	\$954,769.60
Western Redcedar	5.0	MBF	\$758.60	\$3,793.00
Western Hemlock	65.0	MBF	\$152.30	\$9,899.50
TOTALS	2,988.0	MBF		\$968,462.10

The apportionment of the total purchase price is as follows:

Unit 1

Douglas Fir	215.0 MBF	X	\$327.20	=	\$70,348.00
Total	215.0 Mbf				\$70,348.00 ÷ 5.0 acres = \$14,069.60/Acre

Unit 2

Douglas Fir	74.0 MBF	X	\$327.20	=	\$24,212.80
Total	74.0 Mbf				\$24,212.80 ÷ 1.0 acres = \$24,212.80/Acre

Unit 3

Douglas Fir	552.0 MBF	X	\$327.20	=	\$180,614.40
Total	552.0 Mbf				\$180,614.40 ÷ 12.0 acres = \$15,051.20/Acre

Unit 4

Douglas Fir	853.0 MBF	X	\$327.20	=	\$279,101.60
Western Hemlock	54.0 MBF	X	\$152.30	=	\$8,224.20
Western Redcedar	5.0 MBF	X	\$758.60	=	\$3,793.00
Total	912.0 Mbf				\$291,118.80 ÷ 16.0 acres = \$18,194.93/Acre

Unit 5

Douglas Fir	284.0 MBF	X	\$327.20	=	\$92,924.80
Total	284.0 Mbf				\$92,924.80 ÷ 5.0 acres = \$18,584.96/Acre

Unit 6

Douglas Fir	708.0 MBF	X	\$327.20	=	\$231,657.60
Total	708.0 Mbf				\$231,657.60 ÷ 14.0 acres = \$16,546.97/Acre

Unit 7

Douglas Fir	232.0 MBF	X	\$327.20	=	\$75,910.40
Western Hemlock	11.0 MBF	X	\$152.30	=	\$1,675.30
Total	243.0 Mbf				\$77,585.70 ÷ 4.0 acres = \$19,396.43/Acre

EXHIBIT I SPECIFICATIONS FOR SNAG CREATION

GENERAL:

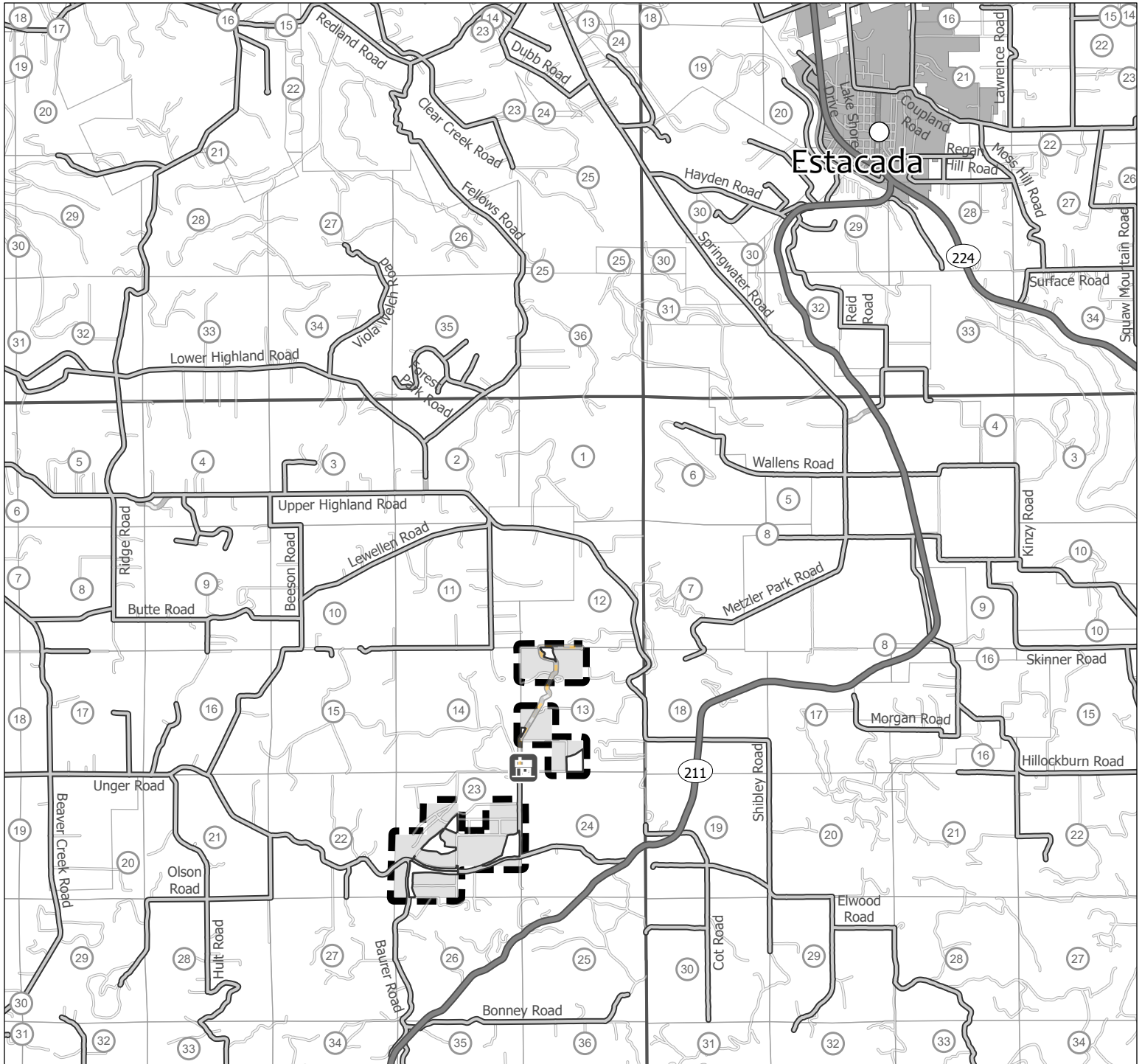
1. Designated conifer trees (56) shall be base girdled as directed by the Authorized Officer.
2. Girdled trees shall be well distributed within unit boundaries as directed by the Authorized Officer. Do not create snags within falling distance of power lines, structures or roads that will remain open after harvesting activities are complete.
3. The Purchaser shall furnish all labor, equipment, supervision, and supplies to perform all work.

BASAL GIRDLE:

1. The bark and cambium layer shall be completely removed with a chainsaw or hand tools in a band at least twelve (12) inches wide completely around the main stem of the tree at a height between two (2) and eight (8) feet above the ground.
2. No more than one-half (1/2) inch of wood inside the cambium layer shall be cut.
3. Florescent orange flagging shall be hung around the bole at above where the tree was girdled so that it is readily visible from at least one hundred (100) feet away from the tree in all directions.



TIMBER SALE CONTRACT MAP - ORN01-TS-2021.0104
 T. 4 S. - R. 3 E., Section 13, 23 W.M



- City, Town, or Community
- State Highway
- County Road
- City or Town
- Unger Dog Units
- Contract Area
- Horning Seed Orchard
- Township-Range
- Section



No warranty is made by the Bureau of Land Management as to the accuracy, reliability or completeness of these data for individual use or aggregate use with other data. Original data was compiled from multiple source data and may not meet U.S. National Mapping Accuracy Standard of the Office of Management and Budget.

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Clackamas	4S	3E	13	N1/2NW1/4, NW1/4SW1/4, SE1/4SW1/4	Willamette
O&C	Clackamas	4S	3E	23	SE1/4NW1/4, SE1/4NW1/4, N1/2SE1/4	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	2,918.0	3,127.0	3,127.0	18,821	0	3,232
Western Hemlock	65.0	73.0	82.0	871	21	223
Western Redcedar	5.0	5.0	5.0	26	0	14
Totals	2,988.0	3,205.0	3,214.0	19,718	21	3,469

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
21.0	36.0	0.0	57.0	52.4

Logging Costs

Stump to Truck	\$415,303.25
Transportation	\$182,685.00
Road Construction	\$8,344.25
Maintenance/Rockwear	\$2,808.30
Road Use	\$0.00
Other Allowances	\$35,683.50
Total:	\$644,824.30
Total Logging Cost per MBF:	\$215.80

Utilization Centers

<u>Location</u>	<u>Distance</u>	<u>% of Net Volume</u>
Various Mills	60.0 miles	100 %

Profit & Risk

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

Tract Features

Quadratic Mean DBH	25.4 in
Average GM Log	163 bf
Average Volume per Acre	52.4 mbf
Recovery	93 %
<u>Net MBF volume:</u>	
Green	2,988.0 mbf
Salvage	0 mbf
Export	0 mbf
<u>Ground Base Logging:</u>	
Percent of Sale Volume	100 %
Average Yarding Slope	20 %
Average Yarding Distance	600 ft
<u>Cable Logging:</u>	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft
<u>Aerial Logging:</u>	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

Cruise

Cruise Completed	February 2021
Cruised By	Rainey, Poteet
Cruise Method	
All volumes calculated using 3P cruise method.	

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	3,232	2,918.0	\$624.12	\$81.14	\$215.80	\$0.00	\$327.20	\$954,769.60
Western Hemlock	223	65.0	\$423.06	\$55.00	\$215.80	\$0.00	\$152.30	\$9,899.50
Western Redcedar	14	5.0	\$1,120.00	\$145.60	\$215.80	\$0.00	\$758.60	\$3,793.00
Totals	3,469	2,988.0						\$968,462.10

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				89.0 %	11.0 %		

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western Hemlock				58.0 %	40.0 %	2.0 %	

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

Unit: 1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	215.0	232.0	232.0	261
Totals:	215.0	232.0	232.0	261

Net Volume/Acre: 43.0 MBF

Regeneration Harvest	0.0
Partial Cut	5.0
Right of Way	0.0
Total Acres:	5.0

Unit: 2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	74.0	79.0	79.0	124
Totals:	74.0	79.0	79.0	124

Net Volume/Acre: 74.0 MBF

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

Unit: 3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	552.0	596.0	596.0	625
Totals:	552.0	596.0	596.0	625

Net Volume/Acre: 46.0 MBF

Regeneration Harvest	0.0
Partial Cut	12.0
Right of Way	0.0
Total Acres:	12.0

Unit: 4

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	853.0	918.0	918.0	1,035
Western Hemlock	54.0	60.0	68.0	177
Western Redcedar	5.0	5.0	5.0	14
Totals:	912.0	983.0	991.0	1,226

Net Volume/Acre: 57.0 MBF

Regeneration Harvest	16.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	16.0

Unit: 5

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	284.0	301.0	301.0	228
Totals:	284.0	301.0	301.0	228

Net Volume/Acre: 56.8 MBF

Regeneration Harvest	0.0
Partial Cut	5.0
Right of Way	0.0
Total Acres:	5.0

Unit: 6

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	708.0	752.0	752.0	598
Totals:	708.0	752.0	752.0	598

Net Volume/Acre: 50.6 MBF

Regeneration Harvest	0.0
Partial Cut	14.0
Right of Way	0.0
Total Acres:	14.0

Unit: 7

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	232.0	249.0	249.0	361
Western Hemlock	11.0	13.0	14.0	46
Totals:	243.0	262.0	263.0	407

Net Volume/Acre: 60.8 MBF

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

Total Stump To Truck	Net Volume	\$/MBF
\$415,303.25	2,988.0	\$138.99

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

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Track Skidder	GM MBF	1,881.0	\$141.25	\$265,691.25	Thinning Units, 4 Loads/Day
Track Skidder	GM MBF	1,324.0	\$113.00	\$149,612.00	Regen Units, 5 Loads/Day
Subtotal				\$415,303.25	

Additional Costs

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

Additional Moves

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

Comments:

5 MBF/Load, \$3.00 Gallon

Total	Net Volume	\$/MBF
\$182,685.00	2,988.0	\$61.14

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Various Mills	60.0	Haul	GM MBF	3,205.0	\$57.00	\$182,685.00	100 %

Comments:

Log hauling @ \$57.00 per thousand. Numbers generated per District C/A Miscellaneous Cost Sheet. (\$95.00/HR. @ 5 MBF/Load)

Engineering Allowances

Total	Net Volume	\$/MBF
\$11,152.55	2,988.0	\$3.73

Cost Item	Total Cost
Road Construction:	\$8,344.25
Road Maintenance/Rockwear:	\$2,808.30
Road Use Fees:	\$0.00

Comments:

Rockwear fees due to BLM \$1,150.10; Road maintenance fees due to BLM \$1,658.20; Road construction allowance (Exhibit C) \$8,344.25

Total	Net Volume	\$/MBF
\$35,683.50	2,988.0	\$11.94

Environmental Protection

Cost item	Total Cost
Basal Girdling	\$1,596.00
Equipment Washing	\$400.00
Subtotal	\$1,996.00

Miscellaneous

Cost item	Total Cost
Fence Repair	\$4,500.00
2 Flaggers	\$12,000.00
2 Sawyers	\$5,000.00
Subtotal	\$21,500.00

Slash Disposal & Site Prep

Cost item	Total Cost
Machine Pile Construction and Cover >20acres	\$12,187.50
Subtotal	\$12,187.50

Comments:

Increased fence repair from \$15ft to \$45ft. Increased flaggers from 5 days to 20 days total. Added 5 days of two sawyers for cutting around power lines.