



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Burns District Office
3050 28910 Hwy 20
W., Burns, Oregon
97738 www.blm.gov/or

In Reply Refer To:

May 19, 2025
Sale Date

Falls Fire Salvage
Name of Sale

FALLS FIRE SALVAGE TIMBERSALE NOTICE AND PROSPECTUS

NOTICE IS HEREBY GIVEN that the Bureau of Land Management (BLM) will offer for sale timber as described below for SEALED BID pursuant to instructions to bidders on reverse side of DEPOSIT AND BID FOR TIMBER AND OTHER WOOD PRODUCTS form 5440-9, attached. SEALED BIDS will be received by the Field Office Manager or their representative until 4:30 p.m., on Friday, May 16 at the Burns Field Office, 28910 Hwy 20 W., Hines, OR 97738. Sealed bids will be opened on Monday, May 19 at the Burns District Office. Information on bidding results may be obtained after 2 p.m. The high bidder will be notified by phone and mail. The unsuccessful bidder(s) bid deposit and bid form will be returned within ten calendar days of the bid opening date.

FALLS FIRE SALVAGE TIMBER SALE: IN HARNEY COUNTY: OREGON: PUBLIC DOMAIN
PUBLIC LAND: SEALED BIDS: Appraised sale price for sawlogs is \$0.35 per ton totaling \$5,093.60. Appraised sale price for biomass is \$0.05 per ton totaling \$43.50. No written bid for less than \$5,137.10 will be accepted. Minimum Bid deposit required is \$550, (representing approximately 10% of the total appraised value). All timber designated for cutting within portions of T. 22 S., R. 10 E., Sections 24, 25, and within portions of T. 22 S., R. 11 E., Section 30.

This sale is being sold based on the weight scale volume for sawlogs and lump sum for biomass. Minimum price and bid price are on a per **TON** basis. Bids should only include one line item for each product. Each sawlog load shall be weighed as a single unit with the gross and tare weights stamped and recorded by an automatic recording device on the scales. Sale estimate is 14,553 tons of mixed conifer (mostly ponderosa pine and a small percentage of Douglas-fir) sawlogs, which will be **WEIGHED** and paid for in accordance with the contract. The duration of this sale for removal of timber is **12 months**. Please note that 870 tons biomass will not be required to be removed but must be purchased, you may remove up to 870 tons. Billing will be based on a per ton basis for all products.

General Information: The project area is located on Public Lands in Harney County, approximately 20 miles north of Burns, OR. The project is located within the Falls Fire burn scar, which started on USFS land on July 10th, 2024.

A tour of the sale area is not scheduled. All prospective bidders are encouraged to visit the contract area and look at the harvest unit prior to bidding. Questions regarding access can be directed to BLM Forester Angela Yost prior to visiting the contract area. She can be reached at 541-573-4513.

One hundred sixty-six (166) acres will be contractually required for harvesting with the units being conventional tractor. All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber.

Falls Fire Salvage Timber Sale

Unit	Acres	Net Volume for Sawtimber (MBF)	Volume for Sawtimber (tons)	Type of Harvest Method
Unit 1	12	150	1,050	Tractor
Unit 2	81	1,014	7,098	Tractor
Unit 3a	14	176	1,232	Tractor
Unit 3b	59	739	5,173	Tractor
Total	166	2,079	14,553	

Product	Estimated Total Net Volume (Tons)	Minimum Unit Price (\$/Ton)	Total Minimum Price
Mixed Conifer sawtimber (per unit bid item)	14,553	\$.35	\$5,093.60
Biomass all species (optional removal)	870	\$.05	\$43.50
Total		—	\$5,137.10

Timber volumes were based upon a cruise using variable plots with a 20 BAF. A 17.91% sampling error was achieved. The ponderosa pine tree quadratic mean diameter is 16.3" DBH. Trees were cruised to a 6" top diameter. The sale will be sold by WEIGHT regardless of species with an opening price of \$0.35/ton. Volume was converted to tons assuming 7 tons/MBF.

The volume(s) listed above are estimates and are not guaranteed. Cruise information is available for inspection at the BLM, Burns Field Office. Bidders are urged to examine the timber sale to make their own estimates. No sale shall be made for less than the total appraised price.

APPRAISED PRICES are calculated by determining market value through the analytical appraisal method. The minimum bid increment will be \$0.10 per **TON** or multiples thereof.

This sale is being sold based on the weight scale volume for sawlogs and lump sum for biomass. Minimum price and bid price are on a per TON basis for sawlogs and a per ton basis for biomass. **Bids should only include one line item for each product.** Billing will be based on a per ton basis for all products. Each sawlog load shall be weighed as a single unit with the gross and tare weights stamped and recorded by an automatic recording device on the scales.

Day-to-day access to the sale area is via Hines Logging Road and then east on Horton Mill for approx. 3.2 miles followed by north turn onto Skull Creek Road. The sale area is located off BLM roads 7203 and 7209 within the fire perimeter, see map for more detail.

The Purchaser will submit a "Plan of Operations" for approval prior to beginning operations. The plan shall include (but not be limited to) a logging plan, and measures needed to assure protection of the environment, watershed, structures, and mitigation of safety hazards in the area.

A final blading of approximately 4 miles of BLM roads used during hauling will be required following contract completion and was factored into the appraisal. In addition, any improvements (roads, culverts, drainage features, and fences) will be required to be in as good, if not better shape than they were prior to contract implementation.

Notable Contract Provisions:

The BLM contract contains many special provisions including, but not limited to the following:

1. Contract activity will be restricted to periods of dry, frozen or snow-covered ground. Woods operations are Falls Fire Salvage Timber Sale

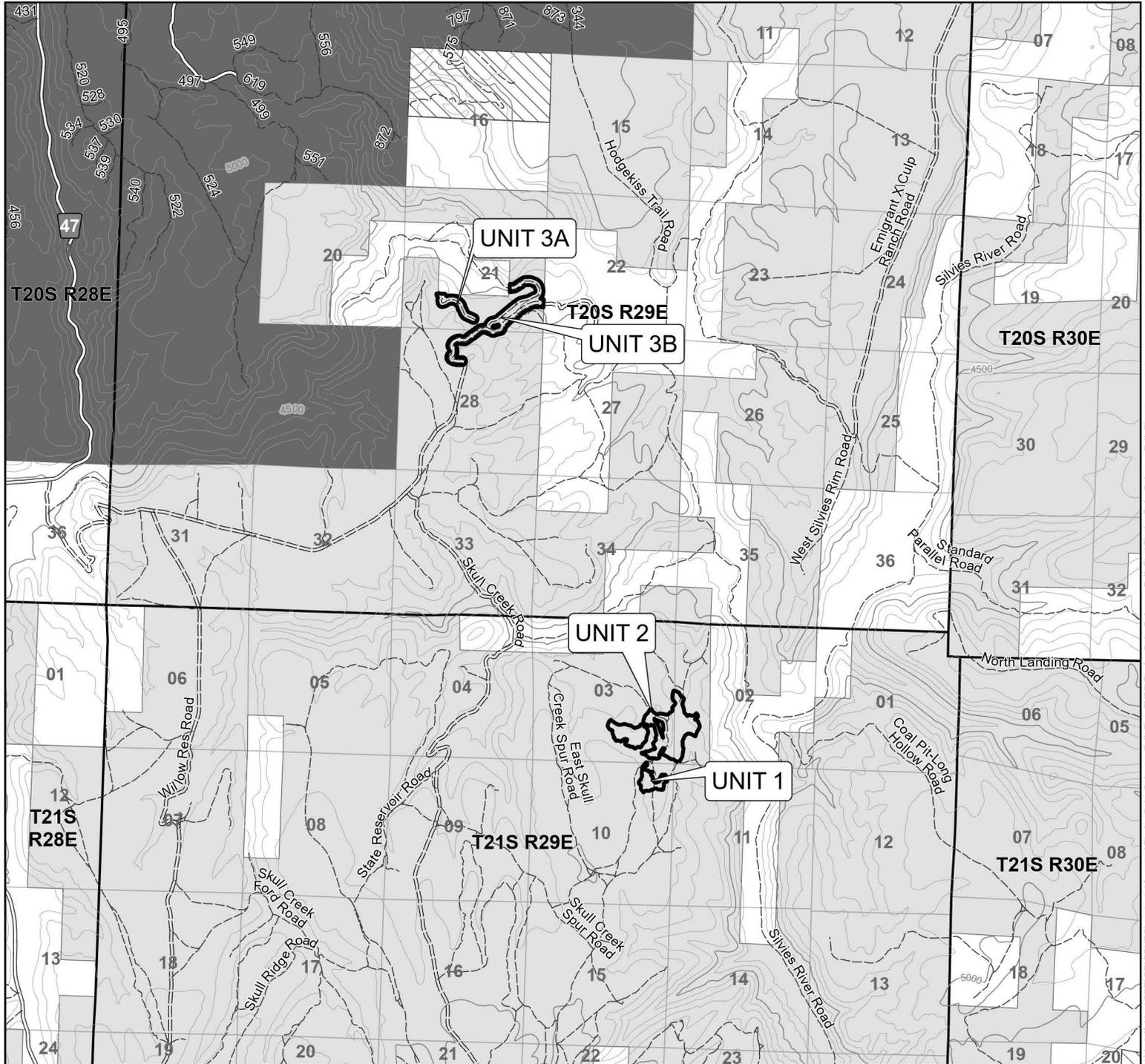
prohibited during wet periods that would result in damage to soils

2. Skid trails, temp trails and landing locations will be designated by the Purchaser and approved by the Authorized Officer prior to use
3. All heavy equipment and any other off-road equipment with the exception of log trucks and personal vehicles shall be power washed to reduce the potential for transporting noxious/invasive weeds
4. Prior to contract termination all skid trails, temp trails, and landings will be reclaimed/rehabilitated after use to the standards described (below)
 - a. Pull fill material including stumps and other woody debris back onto road prism and coarsely spread to meet the top of the cut
 - b. All berms removed
 - c. Travel way/landing may be ripped/scarified
 - d. Woody debris and other native vegetation mixed into the soil and spread within the original travel way
 - e. Water diversions as designated
5. Final road maintenance on all existing roads authorized for use under the terms of this contract will be required to be done with a motor patrol grader following completion of logging.
6. Prior to contract approval a performance bond in the amount of \$4,000 or 20 percent of the total purchase price (rounded up to the nearest \$100) whichever is higher along with a first installment of not less than 10% of the purchase price (rounded up to the nearest \$1,000) will be required. Prior to cutting and removal of any timber an additional installment of not less than 10% (rounded up to the nearest \$1,000) of the purchase price will be required.

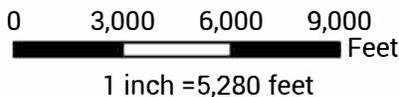
This timber sale notice and prospectus is provided to furnish sufficient information to enable prospective bidders to decide whether further investigation of the sale is warranted. Descriptions, estimates, and other data in this prospectus are not part of the contract unless otherwise stated. In the event that the prospectus and attachments is in error or contradicts the contract, the contract governs.

A copy of the timber sale contract form along with all exhibits and pertinent information is available for inspection at the Burns Field Office, 28910 Hwy 20 W., Hines, OR 97738. For additional information, please contact Angela Yost at (541) 573-4513 (office) or (541) 589-5651 (cell).

Attachments: Form 5440-9: Deposit and Bid Form
Exhibit A: Cutting Unit Maps
Exhibit B: Scale Sale
Exhibit E: DXP
Special Provisions Sec 43 and Sec 44
Example 5450-004 contract



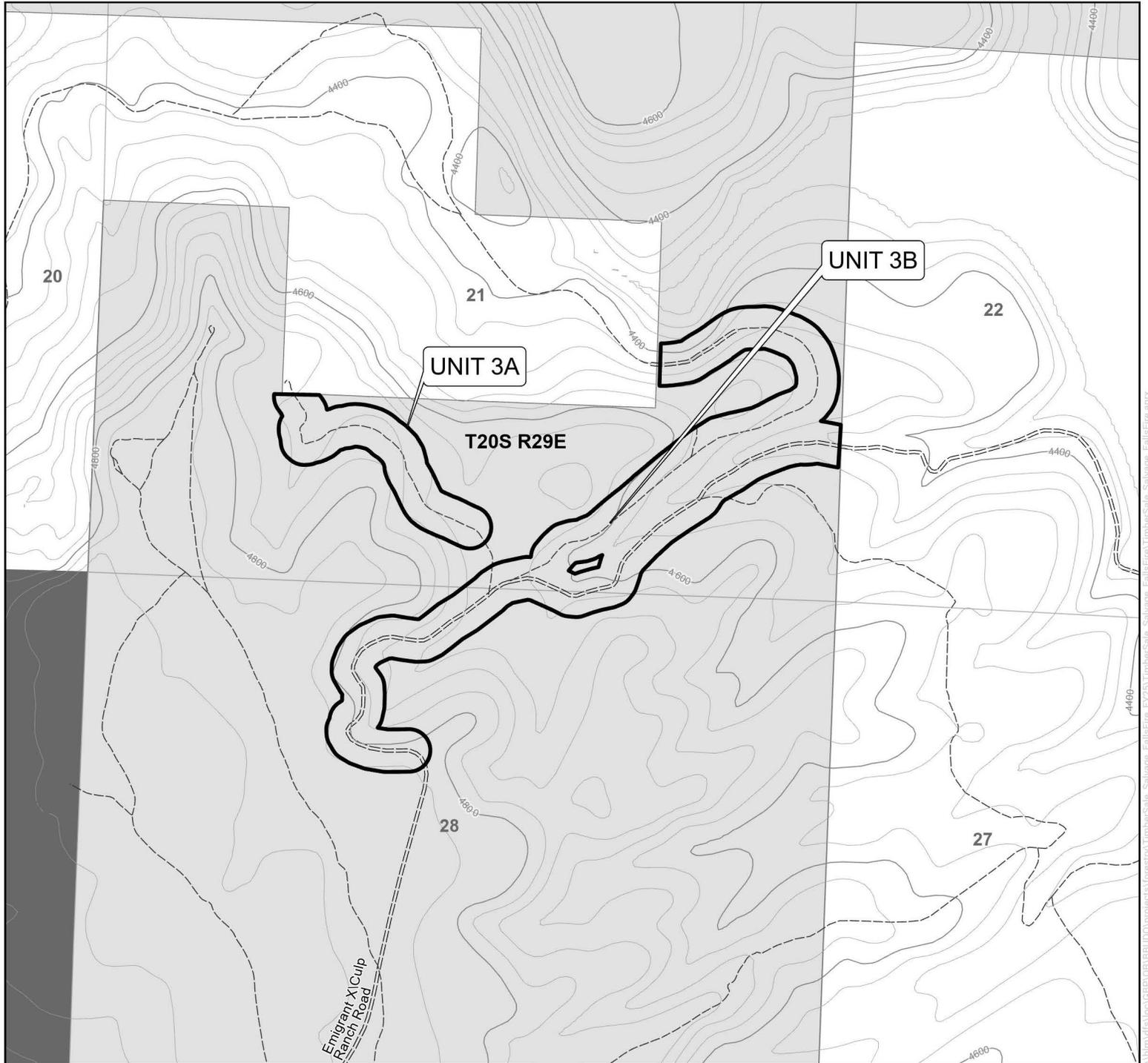
- Salvage Unit
- Bureau of Land Management
- U.S. Forest Service
- Township and Range
- Paved or Gravel Road
- State Land
- Natural Improved Surface Road
- Natural/Unk Surface Road
- Privately Owned
- Section Line



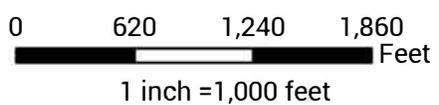
United States Department of Interior
 Bureau of Land Management
 Burns District Office
 28910 Highway 20 West
 Hines, OR 97738
 (541) 573-4400



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



- | | | |
|-------------------------------|---------------------------|--------------------|
| Salvage Unit | Bureau of Land Management | Township and Range |
| Natural Improved Surface Road | U.S. Forest Service | Section Line |
| Natural/Unk Surface Road | Privately Owned | |



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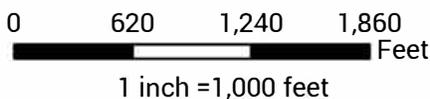


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- Salvage Unit
- Natural/Unk Surface Road
- Bureau of Land Management

- Privately Owned
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**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

**Contract No.: ORB00-TS-
2025.0001**

Sale Name: Falls Fire Salvage

Issuing Office: Burns District

EXHIBIT B

SCALE SALE

PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS

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

Timber Schedule

Species	Unit of Measure	Price Per Measurement Unit
Mixed Conifer – Weight Scale	Tons	

Other Wood Products Schedule

Product/Species	Unit of Measure	Price Per Measurement Unit
Biomass – Lump Sum	Tons	43.50

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

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

All logs defined below, which have not been reserved to Government in Section 43 of the contract, shall be designated as timber under this contract. Logs or portions of logs which equal or exceed all the following minimum log specifications shall be considered timber sold. The Purchaser shall pay for all timber removed in accordance with Section 3 of the contract at the price per measurement unit shown in Section I of this Exhibit.

- Log or portion of a log that is:
 - One third (1/3) sound.
 - Small End Diameter Inside Bark (DIB) – Six (6) inches
 - Length – Eight (8) feet four (4) inches

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

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

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

Left Standing Timber	Felled Timber Not Removed
Diameter at Breast Height (DBH):	Small End DIB: 6
Log Height:	Log Length: 8'4"
% Sound:	% Sound: 33.3
Net Tree Volume:	Net Log Volume: TBD

V. Measurement Standards

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

- c. All logs shall be scaled using an authorized BLM log scaling method approved by the Authorized Officer in accordance with BLM prescribed procedures. A list of authorized BLM log scaling methods is available upon request.
- d. Purchaser shall ensure all logs are presented so that they may be scaled in an economical and safe manner.
- e. Scaling deductions made for rot, check or other defect resulting from abnormal delay in scaling caused by Purchaser shall be recorded separately and charged to the Purchaser in accordance with Section 3(g) of the contract when applicable. Avoidable delay in log scaling caused by the Purchaser that results in a measurable reduction in timber volume or quality would generally be considered abnormal delay, as determined by the Authorized Officer.
- f. Mechanical damage to logs that occurs during unloading identified by the TPSO will not be considered a deductible defect.
- g. The BLM will conduct check scaling using the following standards:
 Gross Scale - A variance of one and ½ percent (1.5%) in gross scale is the standard unless otherwise justified.
 Net scale - The allowable variance is as follows:

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

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

- 2. **Weight Loads:** All species or products in Section I, with Tons as the Unit of Measure shall be designated as weight loads.
 - a. All weight loads shall be weighed on State certified scales.
 - b. Scales must have a current inspection tag or seal posted which shows the date of the most recent test by the State weights and measures agency.

- c. No load shall be presented for weighing that exceeds the certified capacity of the scales in use.
- d. Each load shall be weighed as a single unit. Gross and tare weight must be machine printed on a weight receipt. Average tare weights shall not be used, unless approved by the Authorized Officer. In addition to the gross and tare weight, the following shall be recorded with each weight receipt:
 - Contract name and number
 - Load Ticket number
 - Date, time, and location the load was weighed

VI. Accountability

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

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

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

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

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

Total Estimated Purchase Price for Timber and Other Wood Products

Species/Product	Estimated Volume (MBF or Tons)	Bid Price (\$/MBF or \$/Ton)	Estimated Value
Mixed Conifer	14,553		
Biomass	870	\$0.05	43.50

Total Estimated Purchase Price: \$

Exhibit E

Falls Fire Salvage Timber Sale

Process for Leave Trees

Leave Trees (trees reserved from cutting)

OBJECTIVES: The directives outlined were developed to accomplish several forest health objectives: 1) Prepare the site for reforestation; 2) Reduce future fuel loadings; 3) Salvage commercial timber.

The fire area received high rates of mortality with few pockets of live trees. Generally, the treatment is designed to remove fire killed trees and infected trees while retaining live trees without disease and the required snag retention with larger snags with good wildlife characteristics. Treatment is intended to springboard the site toward reforestation which is planned for the spring of 2027.

The following are leave tree requirements which are reserved from cutting.

- Salvage areas would be surveyed and flagged prior to implementation. Any cultural resources would be avoided by project activities. If the resource cannot be avoided a site-specific mitigation plan would be used to minimize the effects of hazard tree removal.
- Any wildlife trees flagged and a orange W painted on the bowl.

Harvest Selection Criteria (Predicted Tree Mortality by Species¹)

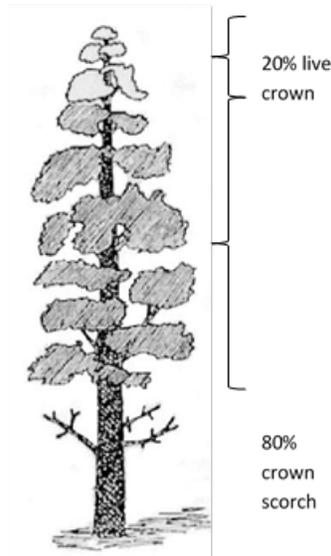
Percent crown scorch is a measure of the proportion of foliage that has been killed by the fire relative to the entire amount of foliage that was present before the burn (scorched foliage should be obvious to the naked eye as yellowish brown or red needles). Lower branches dead before the fire should not be included when determining crown scorch.

Species	% Crown Scorch
Douglas-fir	> 70
Ponderosa Pine	> 70
Incense Cedar	> 90
White Fir	> 40

¹ From: Southwest Oregon Forest Insect and Disease Service Center guidelines (SWOFIDSC 2001).

To Evaluate Visual Estimation of Percent Crown Scorch:

- Position yourself to view the entire tree crown, preferably at right angles to the direction of fire spread.
- Reconstruct the pre-fire crown appearance by looking at the fine branch structure and needles.
- Estimate the percent of crown killed by the fire based on your estimation of the pre-fire crown area. These include areas with yellowish brown, brown, or red needles, as well as blackened fine branches.
- Assess the tree with consideration to all sides of the crown. One side may show higher crown scorch than the opposite side.
- Borderline Douglas-fir can be evaluated for presence of boring dust. Borderline trees with boring dust greater than 90 percent of the bole are mass-attacked by beetles, will die regardless of fire injury, and can be removed.
- Lower crowns that contain blackened fine branches contribute to crown scorch. Lower branches lacking fine twigs were likely dead before the fire and should not be included in crown scorch (as pictured). Unsymmetrical crown bases may be visually moved to even out the crown shape.



SECTION 43**Timber Reserved From Cutting**

- A. All trees outside of harvest units as shown on Exhibit A and all ORANGE painted (above and below stump height) trees which mark the boundaries of the harvest unit.
- B. All trees that are considered alive in Exhibit E.

SECTION 44**Special Provisions**A. **LOG EXPORT**

1. All timber sold to the Purchaser under the terms of this contract is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8 3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards 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 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:
 - a. Date of last export sale.
 - b. Volume of timber contained in 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 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.
2. In the event an affiliate of the Purchaser has exported nonexempt unprocessed timber within twelve (12) months prior to purchasing or otherwise acquiring nonexempt unprocessed timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in a form specified by the Authorized Officer (AO) or designated representative and furnish the information to the same.
3. Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer or Authorized Officer's Representative (AOR) 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 (BLM).
4. Unless otherwise authorized in writing by the AO or AOR, 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 log bolt or other roundwood and identify each of these by painting with highway yellow paint.
5. In the event of the Purchaser's noncompliance with this subsection of the contract, the AO or designated representative 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.

Initials of Purchaser's Authorized Officer _____
 Initials of Authorized Officer's Representative _____

B. PERIODIC PAYMENT AND FIRST INSTALLMENT ADJUSTMENT

1. Notwithstanding the provisions of Sec. 3(b), the amount of the first installment may be reduced by the Government when the AOR requests the Purchaser to interrupt or delay operations for a period expected to last more than thirty (30) days during the operating season. Such interruption or delay must be beyond the Purchasers control. Operating Season shall be defined, for this purpose, as the time of year in which operations of the type required are normally conducted and not specifically restricted under the contract. The first installment may be reduced to five percent (5%) of the installment amount listed in Sec. 3 (b), during the delay period. The Purchaser must request such a reduction in writing. When the AOR notifies the Purchaser that operations may continue the Purchaser shall have fifteen (15) days after such notification to return the first installment to the full value specified in Sec. 3 (b). Failure to return the first installment to the full value within the allotted time will be considered a material breach of contract. No timber shall be cut or removed from the contract area until the first installment is restored to the full amount.
2. Notwithstanding the provisions of Sec. 3(b), adjustments in the due dates for periodic payments may be made by the Government if the AOR interrupts or delays contract operations for a period expected to last at least thirty (30) days, and the interruption or delay is beyond the Purchasers control. Any adjustment made shall provide the Purchaser with an equal amount of operating time as would have been available without the delay. The Purchaser shall request such adjustment in writing before the due date for a periodic payment contained in Sec. 3(b).

C. WOODS OPERATIONS (Exhibits A thru F are attached hereto and made a part of this contract. Please refer to all exhibits and maps for further clarification of all special provisions).

1. The AOR and the Purchasers Authorized Representative shall work together to locate all landings, temporary roads and skid trails. Landings, temporary roads and skid trails shall be designed and located such that they cause the least amount of soil disturbance. Temporary roads are limited to .5 miles.
2. Exception requests are intended to be utilized for the expedited facilitation of commercial saw log removal and are **not guaranteed**.
3. Before beginning operations after a shutdown of seven or more days, the Purchaser shall notify the AOR of the date they plan to resume operations. This notice shall be given at least three days prior to beginning any operation. They shall also notify the AOR if they intend to cease operations for any period of seven or more days.
4. Whole tree yarding and use of conventional ground-based equipment is allowed in the harvest units.
5. Ground-based equipment is not permitted on sustained slopes greater than 35% unless approved by the AOR.
6. All heavy equipment and any other off-road equipment, with the exception of log trucks and personal vehicles, shall be power-washed to reduce the potential for transporting noxious/invasive weeds. The Purchaser shall notify the AOR, who will inspect said equipment prior to entering the contract area. Power-washing and inspection is required prior to re-entering the contract area if that equipment was moved off-site.
7. No felling, yarding, loading or use of wheeled or tracked equipment is permitted outside of designated harvest units as shown on Exhibit A, unless permitted by the AOR.
8. All trees designated for cutting shall be cut so that the resulting stumps shall not be higher than 12 inches measured from the ground on the uphill side of the trees.
9. All cull trees and all non-merchantable stems damaged from timber harvest operations within the harvest units shall be felled concurrently with all other trees designated for cutting in the harvest units shown on Exhibit A.
10. All woods operations are limited to dry, frozen or snow-packed conditions. The AOR may temporarily restrict logging and hauling operations due to excessive soil moisture conditions which cause ruts 3 inches in depth or greater within the project area. Shutdowns will be by written notice and be in effect no later than 12 hours after Purchaser receives said notice.

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11. Camping may be allowed on-site with prior approval by AOR.
12. Equipment limitation zone: work in this zone would be limited to reach in cutting with machines only and only crossing/skidding in designated areas. Machines would be limited in this area to the fullest extent possible. 25 feet from the banks of defined channels. (perennial, intermittent, and ephemeral draws).
13. No cut zone: no cutting of trees in this zone. 5 feet from the bank of defined channels. (perennial, intermittent, and ephemeral draws)
14. Operators will repair any range fences that are damaged during project implementation.

D. SAFETY

1. Prior to the commencement of operations, the Purchaser shall obtain from the AOR written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include (but not limited to) a logging plan and measures needed to assure protection of the environment, watershed, view shed, structures and safety hazards. A pre-work conference between the Purchaser's Authorized Representative(s) and sub-contractor(s) and the AOR shall be held on-site as a condition of approving the logging plan.
2. 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 AOR 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 project area, the Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA and transportation standards no later than the pre-work meeting and prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed. Flagmen and devices shall be as specified in state OSHA and Transportation standards for logging roads or the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) published by the U.S. Department of Transportation - Federal Highway Administration. Included in the Traffic Control Plan, the Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract map exhibits.

E. ROAD USE and CONSTRUCTION

1. The Purchaser shall perform road repair and maintenance work on ALL ROADS used by the Purchaser under the terms of this contract as follows:
 - a. The Purchaser shall maintain the cross section of dirt or graveled roads as presently existing, or where applicable, to the reconstructed standards required by this contract, by blading and shaping the road surface and shoulders and by placement of any required maintenance aggregate. Banks shall not be undercut.
 - b. The Purchaser shall perform all road clean-up including removal of bank slough, slides and fallen timber, which can be accomplished by a motor patrol grader equipped with a front-end blade, rubber-tired front-end bucket loader, or comparable equipment, and by the use of hand tools. When working conditions dictate end-haul of material, the distance and the quantity of material required to be moved shall be limited to what is reasonable and practicable without the use of additional equipment. Subject to such limitation, the purchaser shall also replace material eroded from fill slopes, redefine drainage ditches and clean out culverts.
 - c. While performing road maintenance work, Purchaser shall avoid fouling gravel surfaces by covering them with earth or debris from side ditches, slides or other sources. Purchaser shall avoid blading surface material off surface of roads.
 - d. The BLM has the authority to hold the Purchaser's performance bond if they fail to perform a final blading and repair any damage to features such as drain dips, ditching, gates and cattle guards as a result of hauling activities on roads utilized by logging operations.

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F. FIRE PROTECTION

1. Each unit of mobile or stationary equipment, including trucks of 23,000 GVW or greater engaged in commercial activities operating on the contract area or over roads leading to the contract area must be equipped with one operable fire extinguisher or a dry chemical type of not less than 2-pound (1.125 Kilogram) capacity with 4 BC or higher rating.
2. Power saw operators shall maintain in their immediate possession a fully charged operable fire extinguisher and a serviceable round pointed No. 0 shovel or larger. The extinguisher shall be a liquid chemical type of at least 8 ounces (224 grams) capacity or a dry chemical type of at least 1-pound (0.454 kilograms) capacity.
3. Power saws must be equipped with a muffler and screen type spark arrester in accordance with the standards set forth in the US Forest Service Spark Arrester Guide. Power saws used in commercial activities and purchased after December 31, 1980, must also be equipped with a muffler system conforming to the Society of Automotive Engineers Standard J-335b, as set forth in the US Forest Service Spark Arrester Guide.
4. Exhaust-driven turbochargers qualify as efficient spark arresters provided all exhaust gases pass through the turbine impeller. The turbine impeller must be turning at all times and there may be no exhaust bypass. A straight mechanical-driven supercharger does not qualify. (1) All internal combustion engines operated on forestlands must be equipped with an approved and effective spark-arresting device. (2) Motorbikes, trail cycles, scooters and other vehicles of this type used on the contract area or over roads leading to the contract area, shall be equipped with spark arresting devices listed as approved in the US Forest Service Spark Arrester Guide. Spark arresting devices must be plainly marked with the manufacturer's name and model number and must be properly installed and maintained in accordance with the guide. Heavy trucks may have a vertical stack exhaust system and muffler; provided the exhaust stack extends above the cab of the vehicle.
5. The Purchaser shall comply with the Industrial Fire Precaution Levels (IFPL) and the Oregon Department of Forestry fire regulations.

G. SLASH DISPOSAL

1. All landing, slash pile and decking/loading locations will be approved by the AOR prior to construction and use by the Purchaser.
2. The term "slash" means all vegetative debris resulting from woods operations including all tops, branches, logs, and down or damaged un-merchantable trees.
3. Finished slash piles shall be constructed such that they are tight, compact and free of earth or other non-woody debris.
4. No hazardous materials shall be placed into slash piles.

H. MISCELLANEOUS

1. If, in connection with operations under this contract, the Purchaser, their contractors, subcontractors or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value such as historical or pre-historical ruins, graves, or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural site and notify the AOR of the findings. Operations may resume at the site upon receipt of written instructions and authorization by the AOR.
2. The Purchaser shall immediately discontinue timber harvesting operations upon written notice from the AOR that sensitive, threatened, or endangered plants or animals protected under the Endangered Species Act of 1973 have been discovered on the area. Discontinued operations may be resumed upon receipt of written instructions and authorization by the AOR.
3. The Purchaser shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with

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regard to any toxic substances that are used, generated by, or stored on the contract area or on the road(s) authorized for use under this contract. (See 40 CFR, Part 702-799 and provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of any reportable release or spill of any toxic substances shall be furnished to the AOR concurrent with the filing of the reports to the involved Federal agency or State government.

4. All supplies, equipment and trash brought onto the contract area under the terms of this contract shall be removed from the contract area within 30 days of completion of the contract requirements and prior to termination of the contract.

I. PURCHASE PRICE AND LOAD TICKETS

1. **This is a weight sale.** All sawlog material will be weighed and will require Bureau of Land Management load tickets. The final sawlog quantity and total sale value shall be determined by final cumulative volume of all sawlogs removed multiplied by the price per unit of measure as specified in the attached Purchase Price Schedule and Measurement Specifications (See Exhibits B and F). The final purchase price may be more or less than that amount specified on the contract.
2. Bureau of Land Management load ticket books will be issued to the Purchaser by the AOR. At the conclusion of the sale, all tickets shall be accounted for by returning unused tickets still attached to original ticket book or by accounting in mill scale reports with attached load tickets.
3. **Unaccounted load tickets or load ticket books are assumed willfully trespassed and treble charges may apply.** Unaccounted tickets shall be billed at a rate not less than three (3) times the rate specified in Exhibit B. Weights for lost tickets will be calculated assuming 5,000 bf per “truck and pup load”, or as 3,500 bf per “straight truck”, at the discretion of the AOR and/or based on previous log hauling schedules.
4. **All loads shall be weighed by a state certified scale** and scale reports shall be furnished to the AOR which indicates truck identification, delivery date, load ticket number, and tons. Each load shall be weighed as a single unit with the gross and tare weights stamped and recorded by an automatic recording device on the scales.
5. The Purchaser will provide a bi-monthly accounting of all Bureau of Land Management load tickets used, along with copies of all mill reports within 5 working days following each “pay half”. A pay half is considered to be the 1st-15th of each month and the 16th-end of the month.

J. DEFINITIONS

1. “Sawlogs” means all material, designated for cutting, containing a minimum piece sizes as described on Exhibits B and F of the contract.
2. “Woods Operations” means all felling, skidding, processing, loading and hauling operations normally associated with a commercial logging operation as authorized by the Bureau of Land Management within the contract area as shown on all exhibits.

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