NOTICE TO PROSPECTIVE TIMBER SALE PURCHASER

August 25, 2011

Coos Bay Timber Sale, OR11-34, Sandy Quarry CT

It has come to our attention that the Sandy Quarry CT Timber Sale has been appraised to a utilization center of a large forest products manufacturer when in fact it is a small business set-aside timber sale and should be appraised to a small manufacturing utilization center. As a result of correcting this error, the appraised stumpage price, road maintenance fees, selective contract requirements, and other details of the timber sale offering have been changed.

Only the changes to the Sandy Quarry Timber Sale prospectus are attached to this notice and supersede the relevant pages or special provisions of the original timber sale prospectus. Changes to the Exhibit B and Timber Sale summary are available at the Coos Bay District Office.

COOS BAY DISTRICT OFFICE MYRTLEWOOD RESOURCE AREA SOUTH COAST

SALE DATE: September 16, 2011

SALE TIME: 10:00 a.m.

SALE NO. 11-34, SANDY QUARRY CT

SET ASIDE SALE

COOS COUNTY: OREGON: CBWR: ORAL AUCTION: Bid deposit required: \$36,300.00 All timber designated for cutting on: T. 28 S., R. 10 W., Section 23, W½ NW¼, S½, T. 28 S., R 10 W., Section 27, N½ NE¼, SE¼ NE¼, Will. Mer.

Approx. No. Merch. Trees	Est. Vol. MBF 32' Log	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Vol. Times Appraised Price
20,283	4100	Douglas-fir	4663	\$67.40	\$314,286.20
3,594	893	western hemlock	1,042	\$36.30	\$37,824.60
1,882	60	Port-Orford-cedar	72	\$125.70	\$9,050.40
634	34	red alder	46	\$32.10	\$1,476.60
18,691	5087	Total	5823		\$362,637.80

THIS TIMBER SALE HAS BEEN CRUISED, APPRAISED, AND ADVERTISED BASED UPON SCRIBNER BOARD FOOT MEASURE (16 FOOT LOG). THE MINIMUM BID FIGURES SHOWN BY SPECIES ARE DOLLARS PER THOUSAND BOARD FEET (MBF). THE MINIMUM BID INCREMENT WILL BE \$0.10 PER MBF. SCRIBNER BOARD FOOT VOLUMES (32 FOOT LOG) BY SPECIES ARE DISPLAYED FOR INFORMATIONAL PURPOSES.

<u>LOG EXPORT AND SUBSTITUTION</u>: All timber sales, including timber from Federal rights-of-ways, shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5424 as amended.

<u>LOG EXPORT AND SUBSTITUTION RESTRICTIONS</u>: 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.

<u>CRUISE INFORMATION</u>: With respect to merchantable trees of all species in all cruise strata: the average DBHOB is 13.7 inches: the average gross merchantable log contains 50 bd. ft.; the total gross volume is approximately 5,823 thousand bd. ft.; and 94 % recovery is expected. The average DBHOB for Douglas-fir is 14.0 inches; and the average gross merchantable log contains 49 bd. ft. None of the total sale volume is salvage material. The following cruise method was used for volume determination:

<u>VARIABLE PLOT</u>: Timber volumes in Units 1 through 4 were based on a variable plot cruise. Using a 20 basal area factor (BAF), 182 plots were measured and 176 trees were randomly selected to be sampled. The sample trees have been cruised and their volumes computed using form class tables for estimating board foot

volumes of trees in 16-foot logs. The volumes are then expanded to a total sale volume. <u>100% CRUISE</u>: The timber volumes within the road right-of-way were based on a 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs.

<u>CUTTING AREA</u>: Four units totaling approximately 213 acres must be partial cut. Seven acres of right-of-way must be cut.

<u>ACCESS</u>: Access to the sale area is provided via: Oregon State highways, county roads, privately controlled roads and Government controlled roads.

<u>DIRECTIONS TO SALE AREA</u>: From Hwy 42 travelling east towards Coquille, OR, turn left onto W. Central Blvd. Travel 1 mile going past Coquille High School and turn left onto Coquille-Fairview Rd. Continue 8.7 miles to Fairview and turn right (east) onto the Coos Bay Wagon Rd. Travel 15 miles to the Weaver-Sitkum Tie Rd. (Rd. No. 28-10-9.4). Turn right across the bridge and continue approximately 4.5 miles to the sale area. Refer to Exhibits A and A-1 for unit locations.

<u>ROAD USE & MAINTENANCE</u>: Refer to Exhibit E Summary attached. Operator maintenance required on 5.75 miles of road.

Rockwear and Maintenance Fees Payable to BLM: \$56,422.37 Road Use Fees Payable to TRI-W: \$8,237.91 Road Maintenance Fees Payable to TRI-W: \$223.44

ROAD CONSTRUCTION:

Road Construction estimates include the following:

New Construction:

105.17 stations

Road Renovation:

<u>198.35 stations</u>

Aggregate:

Misc. Rock, 6" minus hardrock: <u>2 cy (Truck Measure)</u> Misc. Rock, 4" minus hardrock: <u>6 cy (Truck Measure)</u>

Surface, Spot & Bedding Rock, 1 ½" minus hardrock: 50 cy (Truck Measure)

Riprap: 22 cy (Truck Measure)

Maintenance Rock, 1 ½" minus hardrock: 250 cy (Truck Measure)

Geotextiles:

Geotextile Fabric (Amoco 2016 15' x 300'): 2 rolls

be furnished to the Authorized Officer for evaluation of load characteristics, at least 15 days prior to proposed move in. Details shall include:

- (a) Axle weights when fully loaded;
- (b) Axle spacing;
- (c) Transverse wheel spacing;
- (d) Tire size;
- (e) Outside width of vehicle;
- (f) Operating speed;
- (g) Frequency of use; and,
- (h) Special features (e.g. running tracks, overhang loads, etc.).

The Purchaser shall be responsible for repair of any damage to structures caused by the use of overweight or over-dimension vehicles: (1) without written approval, (2) in violation of the conditions of a written approval or (3) in a negligent manner. The amount of actual damage shall be determined by the Authorized Officer following a technical inspection and evaluation.

- (3) The Purchaser is authorized to use the roads shown on Exhibit E, attached hereto and made a part hereof, for the removal of Government timber sold under the terms of this contract and for haul of mineral material required under the terms of this contract; provided, that the Purchaser shall pay the road maintenance fees and rockwear fees totaling \$56,422.37 as shown on Exhibit E. Unless the total maintenance and rockwear fees due BLM are paid prior to commencement of operations on the contract area, payments shall be made in installments payable in the same manner as and together with payments required by Section 3 of this contract.
- (4) The Purchaser shall perform maintenance and repair of such roads shown on Exhibit D in accordance with the maintenance specifications listed in Exhibit D, attached hereto and made a part hereof.
- (5) At all times during the period of his operations on the contract area, and upon completion of said operations, the Purchaser shall be liable for maintenance and repair of such roads shown on Exhibit D resulting from wear or damage in accordance with the maintenance specifications as shown on Exhibit D.
- (6) With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users of any BLM controlled road included in Section 41.c.(1) and 41.d.(3) of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on these roads.
- (7) The Authorized Officer may at any time, by written notice, terminate the Purchaser's operator road maintenance obligations and require instead payment of current Bureau of Land Management road maintenance fees for the particular surface type of the road(s) involved. These fees will be applied to the remaining contract volume on the sale area, as determined by the Authorized Officer, to be transported over the roads listed in Section 41.c.(1) and 41.d.(3). If the total road maintenance fee does not exceed \$500.00, the Purchaser shall pay such amount in full prior to use of such roads. If the total road maintenance fee exceeds \$500.00, the

Authorized Officer shall establish an installment schedule of payments of the maintenance obligation.

- (8) BLM Road Nos. 28-10-9.4, 28-8-18.0, and 28-10-26.1 are approved for wet season haul. Hauling on all other roads will be permitted between June 1 and October 15 unless dry conditions extend the hauling season, as directed by the Authorized Officer.
- (9) The following management practices shall be used to prevent delivery of haul-related sediment to the stream network during wet season haul:

Apply additional lift of rock to the area of road that can influence the stream if rill erosion is evident or likely in the road near a stream crossing. Hard rock shall be in place at the start of winter haul and additional rock shall be applied as necessary to maintain the stream crossing for the duration of wet season haul.

Contain offsite movement of sediment from the road or ditch flow near stream by installing a silt fence or other sediment-trapping device. Such control measures must allow for the free flow of water without detention or plugging. The control measure must receive frequent maintenance with accumulated sediment disposed of in accordance with Authorized Officer instructions. Silt fences or sediment traps shall be in place prior to the start of winter haul.

Hauling during the wet season may be suspended if more than 1 inch of rain is expected in a 24-hour period and the Authorized Officer determines that the soils in the contract area are already saturated and the sediment prevention measures in described in Sec 41.d(9) would be ineffective at preventing sediment delivery to the stream network. The NOAA - National Weather Service - Hydrometeorological Prediction Center web site, http://www.hpc.ncep.noaa.gov/qpf/qpf2.shtml (Quantitative Precipitation Forecast) shall be used as the rainfall forecast tool unless otherwise directed by the Authorized Officer.

(10) In the use of required company roads shown on the Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreements between the United States and TRI-W – RWA C-963. The Agreement is available for inspection at the Bureau of Land Management, Coos Bay, Oregon.

Prior to commencement of operations, the Purchaser shall furnish to the Authorized Officer a copy of the executed License Agreements issued under the terms of the Right-of-Way Agreements.

Default by the Purchaser of said Right-of-Way and Road Use Agreements, of any License Agreements executed pursuant thereto, for failure to pay appropriate road use fees or road maintenance fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. Road maintenance fees may change during the course of the contract as determined by the Licensor. It is the responsibility of the Purchaser to pay fees current at time of haul. The fees used for the appraisal include:

Road Use Fees Payable to TRI-W: \$8,237.91 Road Maintenance Fees Payable to TRI-W: \$223.44