

**United States Department of the Interior
Bureau of Land Management
Coos Bay District Office
1300 Airport Lane
North Bend, Oregon 97459**

May 21, 2019

30-DAY TIMBER SALE NOTICE

The timber described below was offered for sale on May 17, 2019; no bids were received; therefore, pursuant to 43 CFR 5443.1, the sale of such timber is kept open for a period of not to exceed 30 days for the above-mentioned date.

Written bids will be received for not less than the advertised appraised price during the time these sales are open. The required deposit must accompany the bid. Notice of receipt of any bids submitted on these sales will be posted for a period of seven days during which other written bids may be submitted. If no other bids are submitted within seven-day period, the sole bidder shall be deemed the high bidder. If more than one written bid is submitted, an oral auction will be held after notice to the bidders.

Further information concerning these sales may be obtained from the above address.

COOS BAY SALE NO. ORC03-TS-2019.0001
Sister Sweden CT

COOS BAY DISTRICT OFFICE
UMPQUA RESOURCE AREA

SALE DATE: May 17, 2019
SALE TIME: 10:00 a.m.

SALE NO. ORC03-TS-2019.0001, Sister Sweden CT

DOUGLAS COUNTY: OREGON: O&C: ORAL AUCTION: Bid deposit required: \$49,500.00

All timber designated for cutting on: T. 20 S., R. 8 W., Sec. 9, lots 2 thru 12, 14 thru 16 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
18,243	3,450	Douglas-fir	4,213	\$113.20	\$476,911.60
881	174	Western Hemlock	215	\$39.60	\$8,514.00
2,237	175	Red Alder	228	\$39.80	\$9,074.40
21,361	3,799	Totals	4,656		\$494,500.00

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 \$0.50 PER MBF. SCRIBNER BOARD FOOT VOLUMES (32 FOOT LOG) BY SPECIES ARE DISPLAYED FOR INFORMATIONAL PURPOSES.

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 5424 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.

CRUISE INFORMATION: With respect to merchantable trees of all species in all cruise strata: the average DBHOB is 13.8 inches: the average gross merchantable log contains 52 bd. ft.; the total gross volume is approximately 4,914 thousand bd. ft.; and 95% recovery is expected. The average DBHOB for Douglas-fir is 14.0 inches; and the average gross merchantable log contains 52 bd. ft. The following cruise methods were used for volume determination:

VARIABLE PLOT: Timber volumes in the thinning portion of Units 1-5, were based on a variable plot cruise. Using a 20 basal area factor (BAF), 237 plots were measured and 118 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.

3P: The Douglas-fir in the right-of-way and group selection areas have been cruised using the 3P system to select 60 sample trees. The sample trees have been cruised and the volumes computed using form class tables

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Sister Sweden CT

for estimating board foot volumes of trees in 16-foot logs. The volumes are then expanded to a total sale volume. Maps showing the approximate locations of the sample trees are available at the Coos Bay District Office.

100% CRUISE: Timber volumes for tree species other Douglas-fir within the road right-of-way and group selection areas, were based on a 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs.

CUTTING AREA: Units 1 -5 contain 192 acres of partial cut. Within the partial cut area there are 4 group select areas totaling 16 acre to cut. There are 4 acres of road right-of-way to be cut. Acreage data was collected using a Trimble R1 Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

ACCESS: Access to the sale area is provided via: Oregon State highways, Douglas County Roads, government controlled roads, and privately controlled roads. A gate restricts access to this sale. Keys are available at Coos Bay District Office. A refundable deposit of \$100 is required to obtain a key.

DIRECTIONS TO SALE AREA: From Coos Bay, travel north on Highway 101. Turn right on Smith River Road heading east 40 miles, Turn left onto road 20-8-18.1, North Sister Rd and refer to Exhibits A and A-1 for unit locations.

ROAD USE & MAINTENANCE: Purchaser shall pay a maintenance and rockwear obligation totaling \$95,826.60 to the Government.

ROAD CONSTRUCTION: Road construction and improvement estimates include the following

36.7 stations Class SN-16 road

39.95 stations Class SN-12 road

Refer to Exhibit C

Surfacing:

2,833 cu. yds. of 1½-inch minus crushed hardrock

1,565 cu. yds. of 3-inch minus crushed hardrock

3,756 cu. yds. of 6-inch minus crushed hardrock

15 cu. yds. of Rip Rap

Drainage:

70 linear feet of 18-inch CPP culvert

70 linear feet of 24-inch CPP culvert

60 linear feet of 12-inch CMP culvert

12 Culvert Markers

DURATION OF CONTRACT: Will be 36 months for cutting and removal of timber. The contract will contain special stipulations regarding logging, road construction, road use and maintenance, fire prevention, hazard reduction and logging residue reduction, log export and substitution, optional scale check of lump sum sales, equal opportunity in employment, cultural resource protection, and sensitive, threatened, or endangered plants or animals.

SPECIAL PROVISIONS:

1. Snags that are felled for safety reasons will be left on site. [41c](#)
2. All Pacific yew are reserved from cutting, except within road right-of-ways. [41d](#)
3. All existing down coarse woody debris is reserved from cutting and removal. [41e](#)
4. Seasonal restrictions will apply in the Seasonally Restricted Area, as shown on Exhibit A. [42b3](#)
5. Directional felling is required away from roads, property lines, posted boundaries, orange-painted reserve trees, and snags. [42b4](#)
6. Cutting or yarding during high sap flow, March 31 through July 1, may be restricted by the Authorized Officer. [42b5](#)
7. In the Partial Cut Area, conifer trees will be bucked to a maximum of 41-foot lengths. [42b7](#)
8. All trees eight (8) inches DBHOB and larger designated for cutting in the Group Select Area shall be felled and yarded concurrently with all other trees designated for cutting in the Group Select Area. [42b9](#)
9. In the Cable Yarding Area, yarding shall be completed with cable-type equipment capable of lateral yarding 75 feet each side of the skyline road. [42b11](#)
10. In the Cable Yarding Area, one-end suspension is required. Lift trees and/or intermediate support trees may be necessary to achieve suspension. [42b13](#)
11. No-harvest zones will be maintained adjacent to stream channels. Corridor trees felled within the no-harvest zone shall be left on site. Trees within 120 feet of any draw of shown on exhibit A shall be directional felled toward the draw. [42b17](#)
12. Full-log suspension will be required over stream channels. Where full suspension cannot be achieved, yarding will occur during the dry season. [42b17](#)
13. Within safety standards, harvest trees will be directionally felled away from any stream channels; however, trees that must be felled toward or parallel to the stream channel should be temporarily retained on site to provide bank armament if other trees need to be yarded across the channel. [42b18](#)
14. The yarding machine shall utilize slash on skid trail as directed. [42b20](#)
15. All Harvesting equipment must be approved in writing by the Authorized Officer prior to any operations. [42b20a](#)
16. Ground-based operations shall be conducted when soil moisture content is below 25% plastic limit, as determined by the Authorized Officer. [42b20b](#)
17. The location and use of yarding roads and harvester roads in the Cable Yarding Area and Ground Based Yarding Area shall be approved by BLM prior to use by the Purchaser. [42b21](#)
18. Skyline corridors will be no wider than 12 feet as measured between reserve trees and 150 feet apart on one end as measured perpendicular to the proceeding corridor. [42b21a](#), [42b14](#)
19. Road building and logging equipment will be washed prior to moving into the Contract Area to minimize the spread of noxious weeds. [42b25](#) and [Exhibit F](#)
20. Hauling on dirt surfaced roads will be permitted between July 1 and October 15, unless dry conditions extend the hauling season. [42b26](#)
21. Any required construction, improvement, or renovation of structures and roads shall occur during the dry season, June 1 through October 1, both days inclusive, of the same calendar year unless dry conditions extend the construction season. [42c2](#)
22. BLM will assume supervisory responsibility for disposal of logging slash. [42e1](#)
23. Slashing, loping, and scattering is required on approximately 16 acres in the Group Select Area. [42e3w](#)
24. Within 1 year following the completion of yarding operations, the Purhaser shall create approximately five hundred and seventy six (576) snags. See section 42f. [42f](#)
25. Within 1 year following the completion of yarding operations, the Purhaser shall mechanically sever approximately three hundred eighteen (318) orange marked leave trees. See section 42f2. [42f2](#)

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

✓ **TIMBER** or
 TIMBER AND OTHER WOOD PRODUCTS
 **VEGETATIVE RESOURCES
(Other Than Timber)**

DEPOSIT AND BID FOR

Name of Bidder
Tract Number 2019.0001
Sale Name Sister Sweden CT
Sale Notice (dated) 04/18/2019
BLM District Coos Bay

<input type="checkbox"/> Sealed Bid for Sealed Bid Sale	<input checked="" type="checkbox"/> Written Bid for Oral Auction Sale
Time for opening sealed bids <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Sale commences 10:00 <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.
On (date) Place	On (date) 05/17/2019 Place Coos Bay District Office

In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated timber/vegetative resource on the tract specified above.

Required bid deposit is **\$49,500.00** and is enclosed in the form of:
 cash money order cashier's check certified check bank draft
 bid bond of corporate surety on approved list of the United States Treasury guaranteed remittance approved by the authorized officer.

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

BID SCHEDULE – LUMP SUM SALE
NOTE: Bidders should carefully check computations in completing the Bid Schedule

BID SUBMITTED					ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	mbf	4,213	X 113.20	= 476,911.60	X	=
Western Hemlock	mbf	215	X 39.60	= 8,514.00	X	=
Red Alder	mbf	228	X 39.80	= 9,074.40	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
TOTAL PURCHASE PRICE				494,500.00		

If sale contract is executed, undersigned is liable for total purchase price even though the quantity cut, removed, or designated for taking is more or less than the total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

Bid submitted on *(date)*

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

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

NOTICES

The Privacy Act and 43 CFR 2.48(d) require that you be furnished with the following information in connection with the information required by this form.

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

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

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

EFFECT OF NOT PROVIDING INFORMATION: Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for timber or vegetative resources.

(Continued on page 3)

(Form 5440-9, page 2)

INSTRUCTIONS TO BIDDERS

1. **AUTHORITY** – Timber located on the revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937 (50 Stat. 874; 43 U.S.C. 1181a); timber located on other lands and other vegetative resources on all public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of timber are codified in 43 CFR Group 5400.

2. **QUALIFICATIONS OF BIDDERS** – A bidder for sale of timber/vegetative resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the timber/vegetative resource is located.

3. **INSPECTION OF TIMBER/VEGETATIVE RESOURCES** – Bidder is invited, urged, and cautioned to inspect the timber/vegetative resource prior to submitting a bid. By executing the timber/vegetative resource sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the timber/vegetative resource and his opinion of its value.

4. **DISCLAIMER OF WARRANTY** – Government expressly disclaims any warranty of the fitness of the designated timber/vegetative resource for any purpose of the bidder; all timber/vegetative resources are to be sold “As Is” without any warranty of merchantability by Government. Any warranty as to the quantity or quality of timber/vegetative resource to be sold is expressly disclaimed by Government.

5. **BIDS** – Sealed or written bids for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued *Timber/Vegetative Resource Sale Notice*.

(a) **Sealed Bid Sales** – Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside *Bid for Timber/Vegetative Resources*, time bid is to be opened, tract number, and legal description of land on which timber/vegetative resource is located. In event of a tie, the high bidder shall be determined by lot from among those who submitted the tie bids.

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

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

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

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

(a) **Lump Sum Sales** – Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.

(b) **Timber Scale Sales** – Bids must state price per thousand board feet that will be paid for each species. High bidder will be determined by multiplying bid price per thousand board feet per species by Bureau of Land Management

estimate of volume of each species. Purchaser shall be liable for purchase price of all merchantable timber sold under contract even though all such timber is not actually cut and removed prior to expiration of time for cutting and removal as specified in contract.*

7. **BID DEPOSIT** – All bidders must make a deposit of not less than the amount specified in the *Timber/Vegetative Resource Notice*. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior – BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department*, or any approved guaranteed remittance approved by the Contracting Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.

8. **AWARD OF CONTRACT** – Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.

9. **TIMBER/VEGETATIVE RESOURCE SALE CONTRACT** – To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager’s office.

10. **PERFORMANCE BOND** –

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

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

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

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

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

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

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

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

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

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