



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Springfield Interagency Office, Northwest Oregon District
3106 Pierce Parkway Suite E, Springfield, Oregon 97477
<http://www.blm.gov>



To: Springfield Interagency Office, Northwest Oregon District Office

Attn: Cynthia L. Phillips, Siuslaw Field Office (541) 683-6776
Terry Ray, Upper Willamette Field Office (541) 683-6417

PROSPECTUS REQUEST

Please send the following information for the timber sales to be sold on **June 28, 2018**
(Check appropriate boxes)

Parcel No.	Sale Name	Prospectus	EXHIBITS AND APPRAISALS				
			Road			Slash Disposal	Other (<i>indicate</i>)
			Construction	Maintenance	Decom-missioning		
1	Poor Hays						
2	Pedal Power						

Mail to:

Requested by: _____

PROSPECTUS



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Springfield Interagency Office, Northwest Oregon District
3106 Pierce Parkway Suite E, Springfield, Oregon 97477
<http://www.blm.gov>



May 30, 2018

This advertisement includes:

Parcel No. 1 – Poor Hayes
Parcel No. 2 – Pedal Power

***SBA Set-Aside Sale**

TIMBER SALE NOTICE

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 her representative, at the **SPRINGFIELD INTERAGENCY OFFICE, NORTHWEST OREGON DISTRICT OFFICE, 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON**. The timber sale will commence at 10:00 a.m. on Thursday, **June 28, 2018**.

This Timber Sale Notice does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003 - Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in The Register-Guard newspaper on or about May 30, 2018. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper to ensure accurate knowledge of the exact publication date.

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

FOR SBA SET-ASIDE TRACTS, the bidder must not have been determined by the Small Business Administration to be ineligible for preferential award for set-aside sales and must accompany the bid deposit with a self-certification statement that the bidder is qualified as a small business concern as defined by the Small Business Administration in its regulations, Title 13, Chapter I, Part 121 (Revision 7) as amended, of the Code of Federal Regulations. The Form 5430-1 Self Certification Statement is attached hereto. The successful bidder will be required to sign SBA Form 723 "Small Business Certification Required on All Preferential Sales of Set-Aside Timber" at the time the timber sale contract is signed. Section 2(a) of Form 723 requires that successful bidders on SBA set-aside tracts must comply with delivery requirements pertaining to timber volume. No more than 30 percent of the timber volume from a set-aside sale may be delivered for manufacturing to a business that is not a small business, as defined by the SBA (13 CFR 121.507 (a)). A copy of SBA form 723 is attached.

THE SUCCESSFUL BIDDER, as a condition of award, will be required to complete and/or sign the following forms:

1. Form 5430-11, a certification that the bid was arrived at by the bidder or offerer independently, and was tendered without collusion with any other bidder or offerer.
2. Form 5450-17, Export Determination.

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, not responsible or refuses to respond within 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.

A PERFORMANCE BOND in an amount not less than 20 percent of the total purchase price will be required for all contracts of \$2,500.00 or more, but the amount of the bond shall not be in excess of \$500,000.00, except when the Purchaser opts to increase the minimum bond as provided in 43 CFR 5451.2. A minimum performance bond of not less than \$500.00 will be required for all installment contracts less than \$2,500.00.

INSTALLMENT PAYMENTS may be authorized for sales of \$500.00 or more. Required installments will be determined by BLM. For sales under \$500,000.00, installments will not be less than 10% of the total purchase price. For sales of \$500,000.00 or more, installment payments shall be \$50,000.00.

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. 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.

ADDITIONAL INFORMATION concerning each timber sale tract described herein is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office. This 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's Springfield Interagency Office at 541-683-6798.

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

AN ENVIRONMENTAL ASSESSMENT was prepared for this sale, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for this sale at the Northwest Oregon District's Springfield Interagency Office.

AN ENVIRONMENTAL ANALYSIS (EA) was prepared for the Long Tom Landscape Plan Project, which includes the Poor Hayes. A Finding of No Significant Impact and Decision Record for the EA have been documented. A Determination of NEPA Adequacy (DNA) has been documented for this sale. These documents are available for inspection as background for this sale at the Northwest Oregon District's Springfield Interagency Office.

ACCESS to a sale may be through a locked gate (see individual sale information). Prospective bidders may obtain a key from the Northwest Oregon District's Springfield Interagency Office. Any other persons interested in visiting the timber sale site should first contact the office at 683-6600.

Attachments:

- Form 5440-9
- Form 5430-11
- Form 5450-17
- Form 5450-22
- Form 5430-1
- SBA Form 723

NORTHWEST OREGON DISTRICT
SIUSLAW FIELD OFFICE

**TIMBER SALE NOTICE
LUMP SUM
EUGENE MASTER UNIT
SBA SALE**

PARCEL NO.: 1
SALE DATE: June 28, 2018

Contract No.: ORN03-TS18-315, Poor Hays
Lane County, Oregon: O&C: Oral Auction

Bid Deposit Required: \$ 175,000.00

All timber designated for cutting on

Lots 6-8, W1/2SW1/4 Section 1, T.17 S., R.7 W.; Lots 1 & 5, E1/2NE1/4, E1/2SW1/4, SE1/4 Section 3, T. 17 S., R. 7 W.; Lot 5, NE1/4 Section 11, T. 17 S., R. 7 W., Will. Mer.

Estimated Volume 32' Log (MBF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Approx. Price
4,663	Douglas-fir	5,327	\$ 310.70	\$ 1,655,098.90
529	Western hemlock	647	\$ 132.00	85,404.00
11	Western redcedar	14	\$ 668.00	9,352.00
1	Bigleaf maple	1	\$ 4.50	4.50
5,204	TOTALS	5,989		\$ 1,749,859.40

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

LOG EXPORT RESTRICTIONS: 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.

NOTE: The volume for this timber sale has been calculated using 16 foot eastside Scribner rules, and the 32 foot log volumes are estimates derived from the 16 foot volumes.

CRUISE INFORMATION: Volume for all Douglas-fir, western hemlock, and western redcedar in the Partial Harvest Areas was variable plot cruised. Plot data is then used to calculate v-bar and basal area per acre using the National Cruise Processing Program. The basal area was determined with a Relaskop using a 20 BAF. This sale contains a total of 258 plots. 92 sample trees were randomly selected on these plots to determine v-bar.

All Douglas-fir and western hemlock in the right-of-ways have been cruised using the 3P system to select sample trees. The sample trees have been cruised and the volume computed using the National Cruise Processing Program for estimating volume in 16 foot lengths and the volume expanded to a total right-of-way volume. A map showing the location and description of these sample trees is available at the Northwest Oregon District's Springfield Interagency Office.

The timber volumes for western redcedar and bigleaf maple in the right-of-ways were based on a 100% cruise using the National Cruise Processing Program for estimating board foot volume of trees in 16 foot logs.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 14.3" DBHOB; the average log contains 53 bd. ft.; the total gross merchantable volume is approximately 5,481 MBF; and 97% recovery is expected.

CUTTING AREA: Three areas totaling approximately 275 acres must be partial harvested and approximately 4.3 acres of right-of-way must be clear cut.

ACCESS: Access to the sale is provided by:

1. A public road;
2. BLM existing roads;
3. BLM roads to be constructed;
4. Roads covered by a Right-of-Way and Road Use Agreements E-1023 and E-1036 between David and Marta Heidt and the United States. In the construction, renovation, and use of private roads, the Purchaser shall enter into a license agreement with David and Marta Heidt. The license agreement shall be delivered to David and Marta Heidt for execution at least 15 days prior to any use of roads. See the Prospectus for full terms and conditions of use.
5. Roads covered by a Right-of-Way and Road Use Agreement E-1024 between Ceja Mountain Properties LLC and the United States. In the construction, improvement and use of private roads, the Purchaser shall enter into a license agreement with Ceja Mountain Properties LLC. The license agreement shall be delivered to Ceja Mountain Properties LLC for execution at least 15 days prior to any use of roads. See the Prospectus for full terms and conditions of use.

6. Roads covered by a Right-of-Way and Road Use Agreements E-340 between Weyerhaeuser Company and the United States. In the construction, renovation, and use of private roads, the Purchaser shall enter into a license agreement with Weyerhaeuser Company. The license agreement shall be delivered to Weyerhaeuser Company for execution at least 15 days prior to any use of roads. See the Prospectus for full terms and conditions of use.

ROAD MAINTENANCE: The Purchaser shall pay road use fees of \$23,199.21 to David and Marta Heidt. The Purchaser shall pay road use fees of \$4,397.00 to Ceja Mountain Properties LLC. The Purchaser shall pay the BLM a road maintenance fee of \$1,983.88 and a rockwear fee of \$1,489.47. In addition to the quantities shown below, 700 cubic yards (truck measure) of maintenance rock and surface protection rock is required. Additional road reinforcement (rocking) may be required for wet weather haul and will be at the Purchaser's expense. Load tickets are required for maintenance rock accounting. See Exhibit D map for specification of road maintenance responsibility. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

ROAD CONSTRUCTION:

Spurs A, B, C, and D, Equipment Trail, Helicopter Landings and Road Nos. 16-7-34.1 Ext., 17-7-1.3 Seg. B, 17-7-2.3 Seg. B, 17-7-2.4, 17-7-2.5, and 17-7-2.6 Seg B.

Length: 73.70 Stations

Class: SN-14

Special Requirements in Road Construction: Operations limited to periods of dry weather.

ROAD RENOVATION:

Road Nos. 16-7-34.1, 17-7-1.3 Seg. A and Seg. C, 17-7-2, 17-7-2.1, 17-7-2.2 Seg. A, and 17-7-2.3 Seg. A.

Length: 251.47 Stations

Class: SN-14 / SN16

Special Requirements in Road Renovation: Operations may be limited to periods of dry weather.

ROAD IMPROVEMENT:

Road Nos. 17-7-1.1, 17-7-2.2 Seg. B, and 17-7-2.6 Seg. A.

Length: 48.09 Stations

Class: SN-14

Special Requirements in Road Improvement: Operations limited to periods of dry weather.

Culverts

<u>Diameter:</u>	<u>Length:</u>	<u>Number:</u>
18"	540'	17

Suggested Rock Source: Commercial, Noti Vicinity

Estimated Rock Quantities (CY truck measure)

<u>3/4" minus</u>	<u>1-1/2" minus</u>	<u>3" minus</u>	<u>6" minus</u>	<u>Pit Run</u>	<u>3" Open</u>
710	3,365	2,556	5,716	55	500

Total Estimated Exhibit C Road Costs (construction, renovation, and improvement): \$367,563.70

DURATION OF CONTRACT: Duration of the contract will be 36 months for cutting and removal of timber.

SPECIAL PROVISIONS: The contract will contain special provisions regarding road construction, road renovation, road improvement, road maintenance, logging methods, prevention of erosion, falling of all trees designated for cutting, logging residue reduction, and submission of a written logging plan specifying logging methods and logging schedule.

Under Sec. 26 of the timber sale contract, tractor logging will be prohibited during periods of excessive soil moisture. This will normally limit tractor logging to July, August, and September.

It is estimated that approximately 898 MBF of additional timber, such as corridor and guyline trees, may be removed under the contract, but it is not included in the advertised sale volume, nor is it included in the timber sale appraisal.

A Special Provision has been added that expands on safety and temporary traffic control measures required under the contract.

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.

OTHER SPECIAL REQUIREMENTS:

- The Purchaser shall clean logging, road, decommissioning, and slash disposal equipment prior to entry on BLM lands.
- No yarding or hauling shall be conducted on natural surfaced roads during periods of wet weather as determined by the Authorized Officer.
- No operations, including loading and unloading of equipment are permitted on Cook Road (County Road Number 4354).
- Yarding shall be done with a carriage equipped skyline capable of yarding 1,500 feet slope distance in the Partial Harvest Areas on slopes greater than 35%.
- Trees marked with yellow paint above and below breast height shall not be felled or damaged during logging operations.
- With the exception of hauling, no sound above normal conversation shall be allowed within the Special Operating Area R shown on Exhibit A from March 1 through July 15 of each year, both days inclusive. This restriction may be waived dependent on the results of BLM wildlife surveys.
- With the exception of hauling, daily operations within the Special Operating Area M shall not be permitted from April 1 through August 5 of each year, both days inclusive; and shall not begin until at least 2 hours after sunrise and shall cease at least 2 hours prior to sunset from August 6 through September 15 of each year, both days inclusive. These restrictions shall not be waived.
- Dust abatement and reduced speeds are required near the residences on Road Nos. 17-7-2.
- Coordination of gate closure or temporary fencing for livestock may be necessary on privately owned lands.
- Gate and fence replacement is required on Road No. 17-7-1.3.
- The Purchaser shall determine the location of helicopter landings in the vicinity of the Approximate Helicopter Landing Location shown on Exhibit A.
- The Purchaser shall rock Spurs A, B, and C, Helicopter Landings and Road Nos. 16-7-34.1, 16-7-34.1 Ext., 17-7-1.1, 17-7-2, 17-7-2.1, 17-7-2.2, 17-7-2.3, 17-7-2.4, 17-7-2.5, and 17-7-2.6 for wet weather haul.
- Upon completion of hauling, all decommissioning shall be completed during the dry season and as directed by the Authorized Officer. Decommissioning measures may include:
 - Decompact skid trails and natural surfaced roads with decompaction equipment, such as a track mounted excavator.
 - Construct drainage dips, waterbars, and/or lead-off ditches.
 - Place logging slash greater than 6 inches in diameter, where available, on surfaces in a discontinuous pattern.
 - Block at entry points using stumps, slash, and/or cull logs as directed by the Authorized Officer.
- Within 25 feet of Road Nos. 17-7-1.3 and 17-7-2.6 slash shall be piled, covered, and burned, within the Partial Harvest Areas.
- Sec. 42(e) contains explicit instruction on requirements for equipment and personnel involved in pile burning. The Purchaser will not have the option of contributing in lieu of performing the slash disposal requirements of this contract.

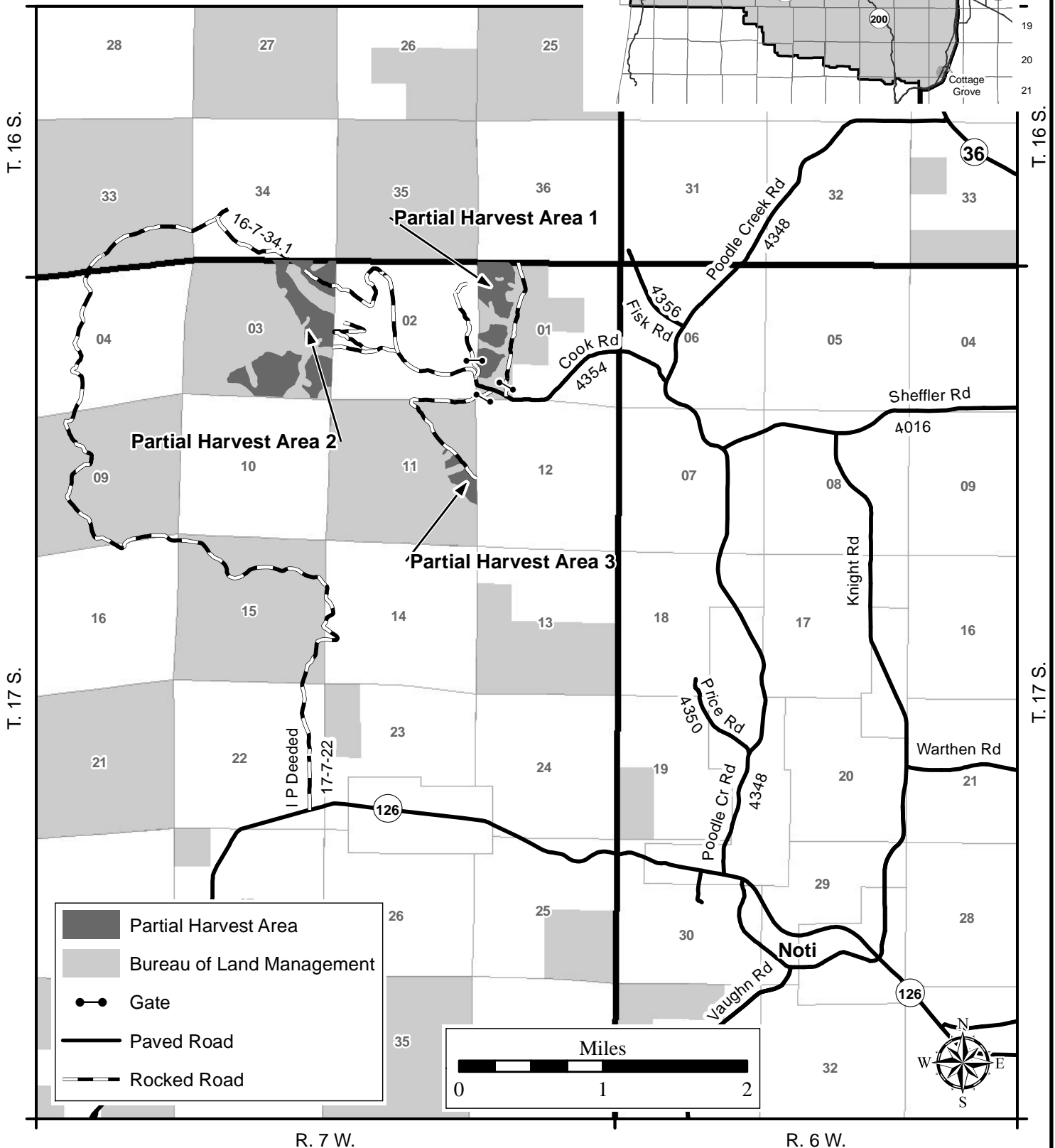
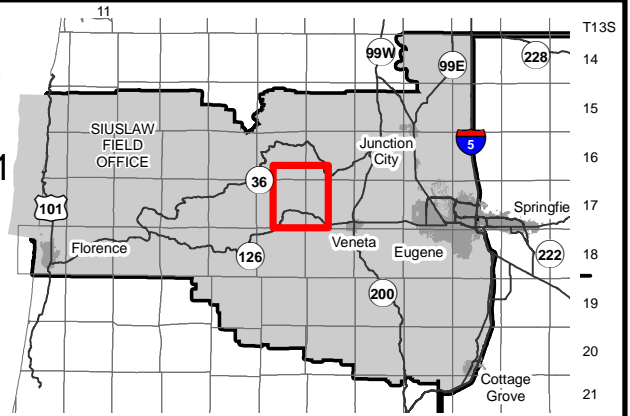
NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: Access to the sale is through locked gates and over private roads. Prospective bidders may obtain a key from the Northwest Oregon District's Springfield Interagency Office and proceed to the sale area. Any other persons interested in visiting the timber sale site should first contact Chris Finn at (541) 683-6421.

To Access Partial Harvest Areas: From the Noti travel northwest on Noti Loop Road to the junction with Highway 126. Continue west on Highway 126 for approximately 700' and turn north onto Poodle Creek Road. Travel approximately 3.8 miles to the junction with Cook Road (County Road No. 4354). Turn west onto Cook Road and travel approximately 1.3 miles and follow the Timber Sale Area signs to the sale area.



Timber Sale Location Map Poor Hays

T. 17 S., R. 7 W., Secs. 1,3, & 11



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.

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Seasonal Restriction Matrix

Restricted Periods are Shaded and X'd.

	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
<u>Special Operating Area R</u> ▪ March 1 – July 15, both days inclusive: Operations are prohibited. ▪ Seasonal restriction may be conditionally waived dependent on results of BLM wildlife surveys.																								
<u>Special Operating Area M</u> ▪ April 1 – August 5, both days inclusive: Operations are prohibited. ▪ August 6-September 15, both days inclusive: Operations shall not begin until 2 hours after sunrise and shall cease 2 hours prior to sunset.																								
<u>Felling, yarding or loading</u> <u>Partial Harvest Areas</u> ▪ April 15 – June 15, both days inclusive. ▪ Sap flow seasonal restriction may be conditionally waived.																								
<u>Ground-based yarding</u> <u>Partial Harvest Areas</u> ▪ Typically October 1 – June 30; may vary due to weather conditions.																								
<u>Right-of-Way logging and clearing</u> <u>Right-of-Way Areas</u> ▪ Typically October 1 – May 31; may vary due to weather conditions.																								
<u>Hauling on natural-surfaced roads</u> <u>Partial Harvest Areas</u> ▪ Typically October 15 – May 31; may vary due to weather conditions.																								

NOTE: This chart is for informational purposes only. Refer to Section 42 Special Provisions of the timber sale contract for exact date restrictions and stipulations.



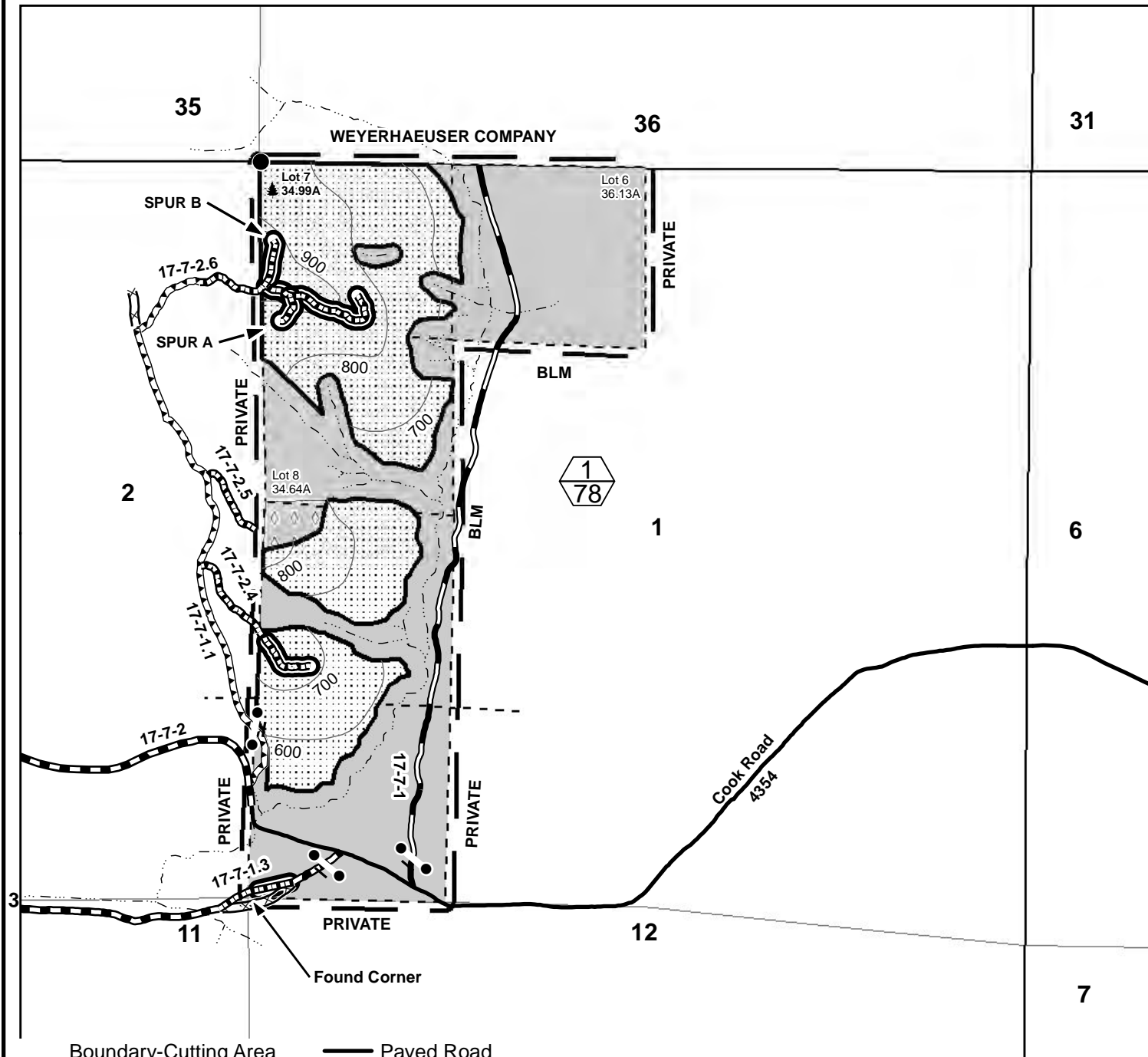
UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Exhibit A

Sheet 1 of 3

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.

Poor Hays Timber Sale Contract No. ORN03-TS18-315
T. 17 S., R. 7 W., Sec. 1, Northwest Oregon District



- Boundary-Cutting Area (Blazed, Painted & Posted)
- Partial Harvest Area
- Special Yarding Area
- Reserve Area
- Contract Area
- Approximate Location of Special Habitat Trees
- Found Corner
- Gate
- Streams
- Paved Road
- Rocked Road
- Construction
- Improvement
- Renovation
- Road Not Authorized for Use
- Right of Way Area
- Partial Harvest Area (Top)/ Partial Harvest Area Acres (Bottom)

Partial Harvest Area	78
Right of Way Area	1.6
Reserve Area	106.16
Contract Area	185.76 A
Total Partial Harvest Area	275
Total Right of Way Area	4.3
Total Reserve Area	504.01
Total Contract Area	783.31 A

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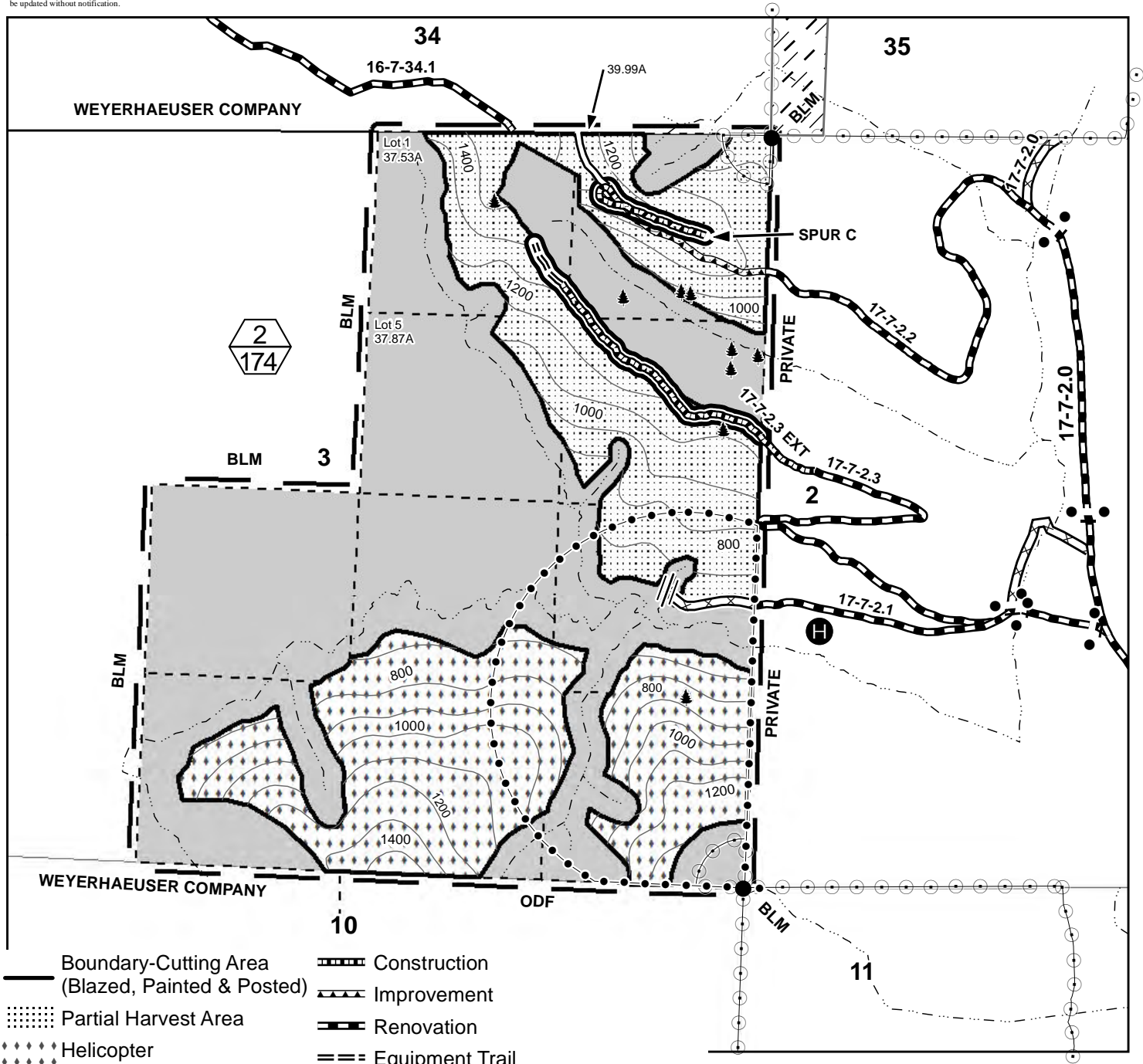


UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management

Poor Hays Timber Sale Contract No. ORN03-TS18-315
T. 17 S., R. 7 W., Sec. 3, Northwest Oregon District

Exhibit A
Sheet 2 of 3

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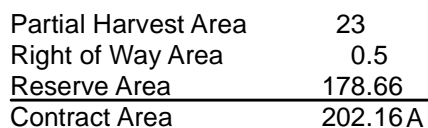
Partial Harvest Area	174
Right of Way Area	2.2
Reserve Area	219.19
Contract Area	395.39 A

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Exhibit A
Sheet 3 of 3

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NORTHWEST OREGON DISTRICT
UPPER WILLAMETTE FIELD OFFICE

**TIMBER SALE NOTICE
LUMP SUM
EUGENE MASTER UNIT
SBA SALE**

PARCEL NO.: 2
SALE DATE: June 28, 2018

Pedal Power
Contract No.: ORN05-TS18-513
Lane County, Oregon: O&C: Oral Auction

Bid Deposit Required: \$249,000.00

All timber designated for cutting on S1/2SW1/4 Section 31, T. 17 S., R. 1 W.,
Lots 1-4, SW1/4NW1/4 Section 1, T. 18 S., R. 2 W., Will. Mer.

Estimated Volume 32' Log (MBF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Approx. Price
3,383	Douglas-fir	4,050	\$440.40	\$1,783,620.00
755	Grand fir	916	\$297.80	\$272,784.80
320	Western redcedar	408	\$823.50	\$335,988.00
122	Big leaf maple	145	\$145.60	\$21,112.00
99	Western hemlock	122	\$289.50	\$35,319.00
83	Incense-cedar	106	\$380.90	\$40,375.40
4,762	Totals	5,747		\$2,489,199.20

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

LOG EXPORT RESTRICTIONS: 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.

NOTE: The volume for this timber sale has been calculated using 16 foot eastside Scribner rules, and the 32 foot log volumes are estimates derived from the 16 foot volumes.

CRUISE INFORMATION: Volume for all Douglas-fir, grand fir, western redcedar, big leaf maple, western hemlock and incense-cedar in the Regeneration Harvest Area was variable plot cruised. Plot data is then used to calculate v-bar and basal area per acre using the **National Cruise Processing Program**. The basal area in the Regeneration Harvest Area was determined with a Relaskop using a 40 BAF and a total of 167 plots; 215 sample trees were randomly selected on these plots to determine v-bar. All right-of-way volume was 100% cruised. A map showing the location of the sample trees is available at the Springfield Interagency Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 17.7" DBHOB; the average log contains 83 bd. ft.; the total gross merchantable volume is approximately 4,231 MBF; and 96% recovery is expected.

CUTTING AREA: Approximately 143 acres must be regeneration harvested and approximately 4 acres of right-of-way must be clearcut.

ACCESS: Access to the sale is provided by:

1. A public road;
2. BLM existing roads;
3. BLM roads to be constructed.

ROAD MAINTENANCE: The Purchaser shall pay to the BLM a rockwear fee of \$4,026.82. See the Exhibit D map for specifications of road maintenance responsibility. Only the map page of the Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

In addition to the quantities shown below, 150 cubic yards (truck measure) of maintenance rock (gradation to be determined by Authorized Officer) is required. Additional road reinforcement (rocking) may be required for wet weather haul and will be at the Purchaser's expense.

ROAD CONSTRUCTION:

Spurs A, C, E, and E1

Length: 21.53 Stations

Class: SN-16

Special Requirements: Operations limited to periods of dry weather. Culvert replacement on streams shall be done between June 1 and October 31 (both days inclusive). Purchaser shall fabricate and install a gate on Spur A.

ROAD RENOVATION:

Spur D and Road Nos. 18-2-1 Segs A & B, and 18-2-1.1

Length: 121.23 Stations

Class: SN-16

Special Requirements: Culvert replacement on streams shall be done between June 1 and October 31 (both days inclusive). Purchaser shall fabricate and install a gate on Road No. 18-2-1.1. Purchaser shall sand and paint the gate on Road No. 18-2-1.

ROAD IMPROVEMENT:

Road No. 18-2-1 Seg C

Length: 29.65 Stations

Class: SN-16

Special Requirements: Operations limited to periods of dry weather.

Rock Source: Commercial – Springfield Vicinity

Estimated Rock Quantities (CY truck measure)

<u>3/4" Minus</u>	<u>1-1/2" Minus</u>	<u>3" Minus</u>	<u>6" Minus</u>
450	3,318	4,077	99

CULVERTS:

<u>Diameter:</u>	<u>Length:</u>	<u>Number:</u>
18"	740'	22
24"	80'	2
30"	80'	2
36"	40'	1

Total Estimated Exhibit C Road Costs (construction, renovation, and improvement): \$237,755.18

ROAD DECOMMISSIONING:

Spurs C and D and 18-2-1 Seg. C

Barriers: 3

Estimated Cost of Decommissioning: \$2,324.67

Special Requirements in Road Decommissioning: Operations limited to periods of dry weather. Purchaser shall waterbar Spur D and Road No. 18-2-1 Segment C.

DURATION OF CONTRACT: Duration of the contract will be **18 months** for cutting and removal of timber.

SPECIAL PROVISIONS: The contract will contain special provisions regarding road construction, road renovation, road improvement, road maintenance, logging methods, prevention of erosion, logging residue reduction, snag creation, and submission of a written logging plan specifying landing locations and logging schedule.

Under Sec. 26 of the timber sale contract, ground-based logging and mechanized felling will be prohibited during periods of excessive soil moisture. This will normally limit ground-based logging and mechanized felling to July, August, and September.

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 in accordance with management direction established in the ROD and RMP.

OTHER SPECIAL REQUIREMENTS:

1. **In Section 1, at the terminus of Road No. 18-2-1.1, timber affected by target shooting bullets has been addressed and accounted for in the final cruise report. Severe areas were sampled and trees with signs of bullet holes were defected.**
2. No felling, yarding, or loading is permitted in or through the Reserve Area.
3. All trees within the posted and painted Special Right-of-Way of Spur A shall be cut and decked along the Right-of-Way boundary and shall be retained on site.
4. Trees marked with pink paint and a "W" are wildlife trees and shall be left on site if felled for safety or operational reasons.
5. The Purchaser shall be required to clean logging, road, decommissioning, and slash piling equipment prior to entry on BLM lands.
6. In the use of BPA Transmission Right-of-Way, the Purchaser shall comply with the following conditions:
 - (aa) Prior to the start of all cutting and yarding operations, the Purchaser shall contact and meet with a BPA representative and the Authorized Officer.
 - (bb) Keep passage open to at least one vehicle width on all BPA access roads to allow for maintenance of powerline as determined by the Authorized Officer.
 - (cc) No log decking, storage of logs, storage and transportation of flammable materials, or fueling of vehicles shall occur within the BPA Transmission Right-of-Way.
 - (dd) No loading of log trucks shall be allowed within the BPA Transmission Right-of-Way. All equipment, including log trucks, shall not be loaded to a height greater than 14 feet above the road bed when traveling under the powerlines.
7. Prior to removal of any timber over Spur A and Road No. 18-2-1.1, except right-of-way timber, the installation of two gates is required. Additionally, the gate at mile post 0.10 on Road No. 18-2-1 shall be sanded and painted.
8. Road No. 18-2-1 provides access for adjacent landowners to their properties and is a public road. It shall remain clear of trees, rocks, dirt, and other debris where it passes through T. 18 S., R. 2 W., Section 1. Flaggers will be required during active timber falling and yarding operations within two tree-lengths of Road No. 18-2-1 where it passes through Section 1, and the road will only be blocked for up to 20 minutes at a time.
9. During culvert installations and replacements the Purchaser shall keep Road No. 18-2-1 open from 5:00 pm to 7:00 am to allow access to homes. The Purchaser shall coordinate closures with homeowners prior to culvert installation/replacement.
10. Dust abatement (watering) is required near residences on Road No. 18-2-1 Segs. A and B, in accordance with specifications listed in the Exhibit D.
11. The use of natural surface Spur D shall be restricted to periods of dry weather (typically July 1 to September 30).
12. Skyline logging with hand-felling is required in the Special Yarding Area shown on Exhibit A.
13. The Purchaser shall provide a map of requested skyline and skid trail locations a minimum of seven (7) working days in advance of cutting to obtain approval of the locations from the Authorized Officer.
14. Felling may be done with specialized ground based equipment (feller-processor or feller-buncher) on slopes up to 50% during periods of dry weather (typically July 1 to September 30).
15. No tailhold or guyline agreements exist with the adjacent private landowners. Purchaser must tailhold and guyback within BLM property.
16. Upon completion of yarding, Purchaser shall create snags out of 143 reserve trees by topping or girdling.
17. The Purchaser shall pile and cover all slash within 25 feet of Spurs A, D, E, and E1, and Road Nos. 18-2-1 and 18-2-1.1, and hand pile slash within the Regeneration Harvest Area as directed by the Authorized Officer.
18. At the completion of yarding, the Purchaser shall decompact the entire skid trail prism to a depth of 18 inches with decompaction equipment.
19. Whole tree yarding, or yarding with tops attached, will be required, unless otherwise approved by the Authorized Officer.
20. In accordance with Section 14 of this contract, privately owned fences shall be protected and any damage will be the responsibility of the Purchaser.
21. The Purchaser shall be required to spread BLM-provided seed and mulch at culverts and designated areas.
22. The Purchaser will be required to file a Notification of Operations with the Oregon Department of Forestry office for all harvest operations and road construction, renovation, and improvement on BLM lands.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing pile burning and mop-up or contributing \$6,211.80 in lieu thereof. The option must be declared prior to contract execution. Piling and covering are not included in the Optional Contribution and will remain the responsibility of the Purchaser.

NARRATIVE DESCRIPTION OF HOW TO GET TO SALE AREA:

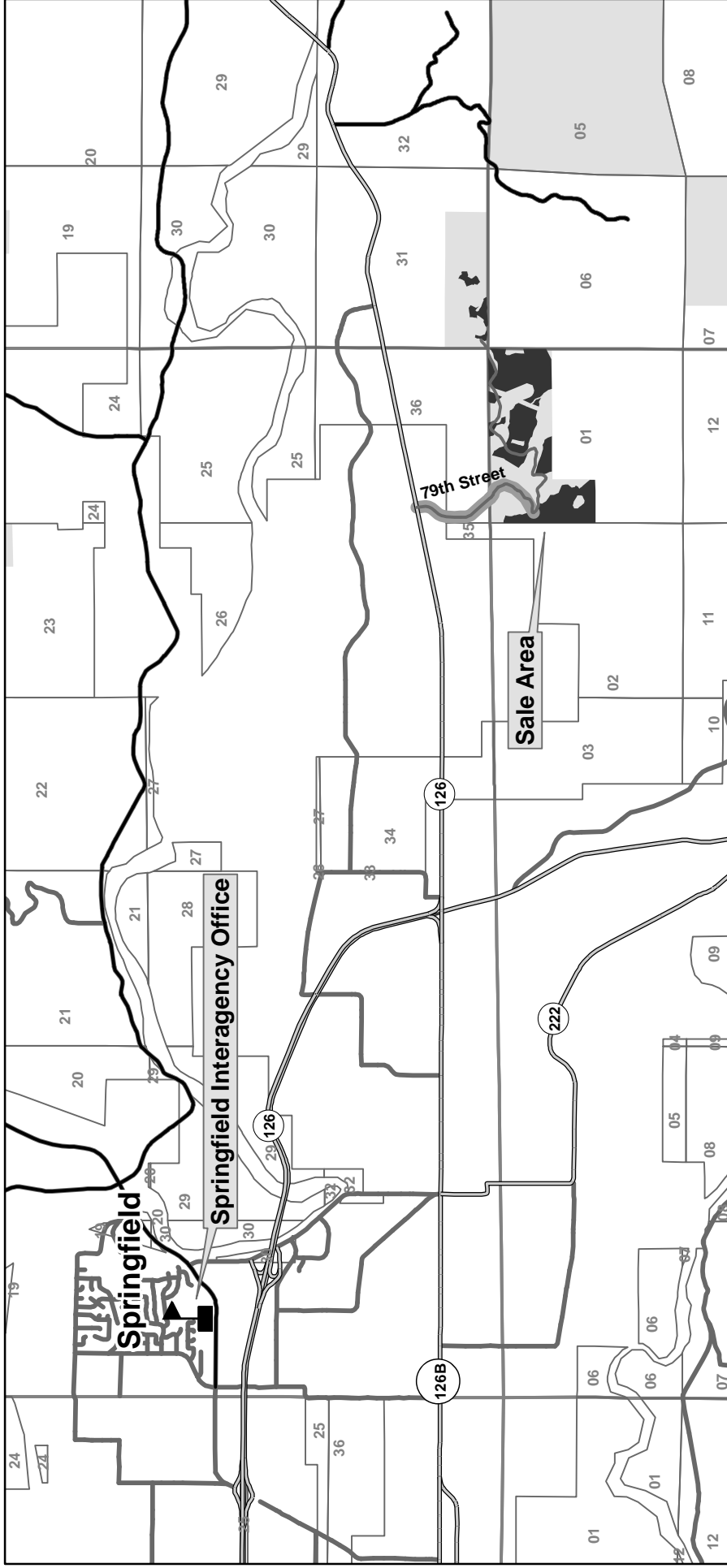
To Regeneration Harvest Area: From Springfield, proceed east on Highway 126 for approximately 1 mile and turn south onto S. 79th St. There is a gate on BLM land that is open. In the event that it is closed, there are no locks on the gate and prospective bidders may continue to the sale area. Follow the timber sale signs south for approximately 0.5 mile to the sale area.



Timber Sale Location Map

Sale Name: Pedal Power

T. 18 S., R. 2 W., Sec. 1, T. 17 S., R. 1 W., Sec 31 WILL. MER., NORTHWEST OREGON DISTRICT, UPPER WILLAMETTE FIELD OFFICE



Travel Route Regeneration Harvest Area Bureau of Land Management



NARRATIVE DESCRIPTION OF HOW TO GET TO SALE AREA:

To Regeneration Harvest Area: From Springfield, proceed east on Highway 126 for approximately 1 mile and turn south onto S. 79th St. There is a gate on BLM land that is open. In the event that it is closed, there are no locks on the gate and prospective bidders may continue to the sale area. Follow the timber sale signs south for approximately 0.5 mile to the sale area.

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4/23/2018

United States Department of the Interior
Bureau of Land Management
Oregon State Office
P.O. Box 2965
Portland, Oregon 97208-2965

Seasonal Restriction Matrix



Restricted Activity:	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
	1	15	1	15	1	15	1	15	1	15	1	15
Road Construction, Renovation of Spur D, Improvement of Road No. 18-2-1 Segment C, Decommissioning, Mechanized Felling, and Ground-based Yarding, Hauling on Spur D <ul style="list-style-type: none">▪ October 1 – June 30▪ May vary due to weather conditions; soil moisture still overrides weather conditions												
Stream Culvert Installation and Replacement <ul style="list-style-type: none">▪ November 1 – May 31, both days inclusive												

NOTE: This chart is for informational purposes only. Refer to Section 42 Special Provisions of the timber sale contract for exact date restrictions and specifications. Subject to transient winter snow, elevation ranges from 1000-1500 feet.

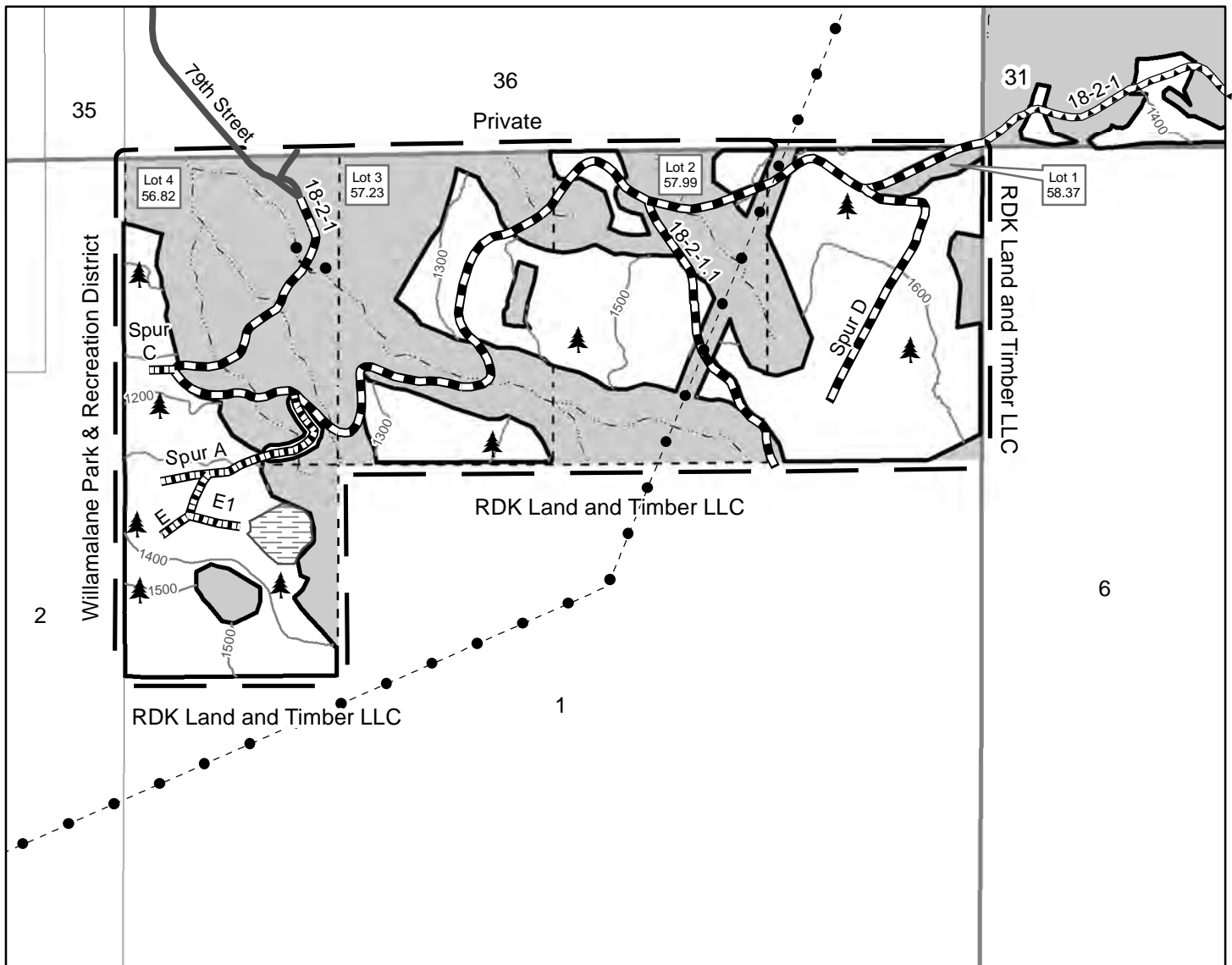


UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT A

Sheet 1 of 2

PEDAL POWER TIMBER SALE CONTRACT NO. ORN05-TS18-513
T. 18 S., R. 2 W., SEC. 1, WILL. MER., NORTHWEST OREGON DISTRICT



- Boundary of Cutting Area - Posted, Painted
- Regeneration Harvest Area
- Special Yarding Area
- Contract Area
- Reserve Area
- Special Right-of-Way Area
- Gate
- Construction
- Improvement
- Renovation
- Paved Road
- Stream
- BPA Transmission Right-of-Way
- Approximate Location of Wildlife Trees

TOTAL FOR SECTION 1	
HARVEST AREA	134.00
RIGHT-OF-WAY (CLEARCUT)	4.00
RESERVE AREA	132.41
CONTRACT AREA	270.41 Acres

GRAND TOTAL FOR SECTIONS 1 & 31	
HARVEST AREA	143.00
RIGHT-OF-WAY (CLEARCUT)	4.00
RESERVE AREA	208.99
CONTRACT AREA	355.99 Acres

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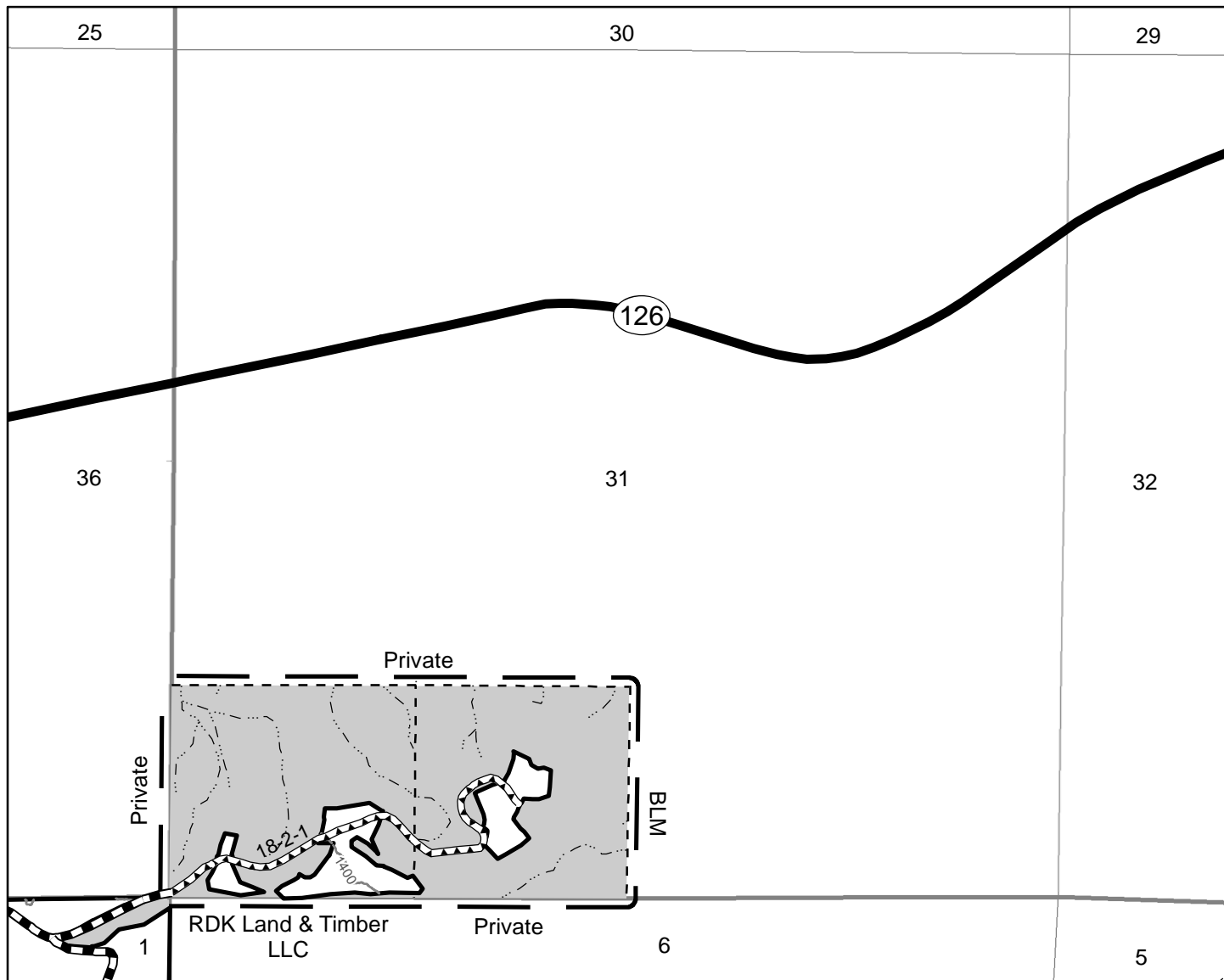


UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

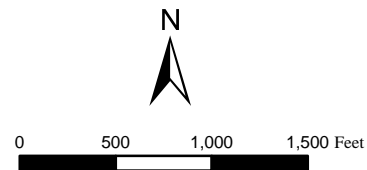
EXHIBIT A

Sheet 2 of 2

PEDAL POWER TIMBER SALE CONTRACT NO. ORN05-TS18-513
T. 17 S., R. 1 W., SEC. 31, WILL. MER., NORTHWEST OREGON DISTRICT



- Boundary of Cutting Area -
Posted, Painted
- Regeneration Harvest Area
- Contract Area
- Reserve Area
- — — — — Improvement
- — — — — Renovation
- — — — — Stream
- — — — — State Highway



TOTAL FOR SECTION 31	
HARVEST AREA	9.00
RESERVE AREA	<u>76.58</u>
CONTRACT AREA	85.58 Acres

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Portland, Oregon 97208-2965

Agency Forest

Northwest Oregon District, Eugene SYU

Sale Name



**SMALL BUSINESS CERTIFICATION REQUIRED ON
ALL PREFERENTIAL SALES OF SET-ASIDE TIMBER**

The purchaser certifies, at the time of executing timber sale Contract No. _____, to which this statement is annexed, that in accordance with the Rules and Regulations (13 CFR 121) of the Small Business Administration (SBA):

1. His firm (a) is primarily engaged in the logging or forest products industry; (b) is independently owned and operated; (c) is not dominant in its field of operation; and (d) employs, together with its affiliates, 500 or fewer persons.
2. (a) He agrees not to sell and/or exchange more than 30 percent (50 percent in the case of Alaska) of the timber of log volume from this preferential sale to concerns not meeting SBA's small business size standard. Such timber and log volume comprises logs, bolts and pieces that are suitable for manufacture into lumber dimension and/or veneer and normally appraised as such. Timber and log volume of the preferential sale includes the contract rights, standing and down trees or portions thereof.

(b) Whenever he does sell and/or exchange timber or logs from this preferential sale, records of such transactions will be maintained for a period of three years showing the name, address, and SBA size status (i.e., whether large or small) of each concern to whom the timber or logs were sold or disposed and the species, grades and volumes involved. In the event of such sale or sales, purchaser shall also require other purchasers to maintain similar records for a period of three years (OMB Approval No. 0596-0021). A signed certificate similar to this one will be obtained from each party buying such timber and will be retained for review in event of investigation.

(c) If his concern is purchased by, becomes controlled by, or merged with a large business, so much of such timber and log volume from this preferential sale as is necessary will be sold (not bartered) to one or more small businesses for compliance with the 30 percent (50 percent in the case of Alaska) restriction.
3. He agrees that if he utilizes log volume from this preferential sale in the manufacture of a product, such manufacture will be done with his own facilities or those of another concern that qualifies as a small business.
4. He understands that in addition to other penalties which may be imposed for violating the foregoing, he may be declared ineligible to participate in future Federal timber sales.

Signed _____

Date _____

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Sale Name

SELF CERTIFICATION CLAUSE
BIDDERS STATEMENT

Sale Number

The bidder represents that he ☐ is ☐ is not a small business concern as defined by 13 CFR Ch. 1 Part 121.

(Date)

(Printed Name of Bidder)

Signature of Bidder

Title 18 USC, sec. 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

In order to qualify for a set-aside sale, all bidders *must* certify to being a small business concern by submitting an executed Self Certification Clause.

The date on the Self Certification Clause and the sale date *must be the same*.

A Self Certification Clause *must* accompany the deposit to qualify for *each* set-aside sale. After a sale award is made, the Self Certification

Clause will be immediately returned, with the deposit, to the unsuccessful bidders but may be resubmitted to qualify for other set-aside sales offered on the *same* date.

The Self Certification Clause submitted by the successful bidder will be retained by the Bureau of Land Management.