PROSPECTUS
Revised
SSTS SCALED-SALE

GRANTS PASS RESOURCE AREA
JOSEPHINE MASTER UNIT

Medford Sale # ORM07-TS-14-02
December 19, 2013 (DC)

#1. Windy Bear Decks, Curry and Josephine Counties, O&C BID DEPOSIT REQUIRED: $6,600.00

All timber designated for cutting in SE¼SW¼ Section 31., T. 33S. R. 9W., Lot 3 Section 6., T. 34S. R. 9W., Willamette Meridian.

Species	Est. Volume MBF 16' Log	Appr. Price Per MBF*	Est. Volume Times Appraised Price
Douglas-fir	192	336.40	$64,558.80
Incense-cedar	1	242.20	242.20
Western red-cedar	1	394.30	394.30
Western Hemlock	1	245.80	245.80
White Fir	1	245.80	245.80
Ponderosa Pine	1	138.00	138.00
Sugar Pine	1	130.00	130.00
Totals	198		$65,984.90

*Stumpage values have been determined by market value estimates and analytical appraisal methods were used to compute the appraised price. Additional information concerning the appraised price is available at the Medford Interagency Office.

**This is a special salvage timber sale set aside for preferential bidding by small business concerns having 25 or fewer employees, as defined by the Small Business Administration.

TIMBER AUCTION LOCATION – The timber auction will be held at the Grants Pass Inter-agency Office, located at 2164 NE Spalding Ave., Grants Pass, OR, at 9 a.m. on Thursday, December 19, 2013.

Bidders will be restricted to bidding on a unit (MBF) rate of the Douglas-fir volume. All other species will be sold at appraised price per unit (MBF). The minimum bid increment will be $0.10 per MBF.

CRUISE INFORMATION - All timber within the timber sale, are based on ocular estimates which must be taken into consideration if comparisons are made with volume predictions based on other standards. Total quantity of timber actually cut or removed or designated for taking will be determined by scale.

LOG EXPORT AND SUBSTITUTION RESTRICTIONS - All timber sold to the Purchaser under

the terms of the contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber and is prohibited from use 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.

CUTTING AREA – One (1) unit containing one acre (1). Timber to be removed consists of log decks located in the harvest area. See Exhibit A for details.

CUTTING TIME - Contract duration will be 12 months for cutting and removal of timber.

ACCESS - Access to the sale area is available via public roads to the contract area: from Grants Pass, Oregon travel North on 7th street and continue on to the I-5 freeway North. Take Merlin exit 61 and continue down the off ramp, turn left onto Merlin Road, travel under the freeway and continue on Merlin Road, which will turn into Galice Road at the railroad crossing. Travel Galice Road to (MP 9.5), the junction of Galice Access Road 34-8-36 is on the left. Take the left onto Galice Access Road 34-8-36. Continue on Road 34-8-36 to the junction of Forest Service Road 23 on the left (MP12.30). Stay to the right and continue on Road 34-8-36 until reaching MP 17.32, which is the junction of Long Gulch Road 34-9-21. Take Long Gulch Road 34-9-21 and travel for 6.63 miles and the decked logs are on the right side of the road in a rock quarry.

Any equipment over legal highway load of 40 tons, or 80,000 GVW will require authorization prior to mobilization to cross the Hellgate Bridge at MP 5.8 of the Galice Road and the Galice #2 bridge at MP 2 on the Galice Access Road 34-8-36.

See Exhibit A, Windy Bear Timber Sale Location Map, and Grants Pass Resource Area transportation maps for more detailed information on road locations.

ROAD MAINTENANCE – All maintenance on this sale will be performed by the BLM. The Purchaser will be required to pay a maintenance fee of $0.65 per MBF for the use of BLM roads shown in Section 42(C)(2), for the use of BLM roads shown in Section 42(C)(1).

ROAD CONSTRUCTION/RENOVATION – This contract will require no purchaser road renovation, road construction, or road decommissioning. Additional information is available in the timber sale prospectus.

SLASH DISPOSAL – Appraised slash disposal consists of machine lop and scatter any debris remaining in landing pile.

CONTRACT TERMINATION – A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and /or to modify or terminate the contract when necessary to:

1. Comply with the Endangered Species Act, or;
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 established in the ROD and RMP.

This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

PERFORMANCE BOND - A performance bond in the amount of 20% of the total purchase price will be required.

OTHER –

1. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
2. Cleaning of equipment to eliminate noxious weed seeds is required prior to move in of equipment onto federal lands.
3. Cleaning of equipment and vehicles is required prior to move in onto federal lands. Other measures as necessary to control spread of Port-Orford root disease, 42(D)(10).

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – From Grants Pass, Oregon travel North on I-5 to Exit 61 Merlin, Oregon. Turn left onto Merlin-Galice road. Bear left onto Galice road. Travel west 11.4 miles on Galice road. Turn left onto Bear Camp road (BLM 34-8-36). Travel west on Bear Camp road approximately 7.5 miles. Bear right on BLM 34-8-36 at the dead end sign. Follow BLM 34-8-36 to BLM 34-9-21. Turn left on BLM 34-9-21. Follow BLM 34-9-21 to the sale area.

ENVIRONMENTAL ASSESSMENT – A categorical exclusion DOI- BLM-OR-070-2013-011-CX was prepared for this sale, and a Finding of No Significant Impact has been documented. This document is available for inspection as background for this sale at the Medford Interagency Office.

Seasonal Restriction Matrix

Windy Bear Deck T.S.

ORM07-TS14-02

Unrestricted Period

** In-stream work periods for culvert cleaning are June 15th- September 15th

Dry Condition Haul= Log loading and hauling would not occur on all hydrologically connected roads when water is flowing in the ditchlines or during any conditions that would result in any of the following; surface displacement such as rutting or ribbons; continuous mud splash or tire slide; fines being pumped through road surfacing from the subgrade and resulting in a layer of surface sludge; road drainage causing a visible increase in stream turbidities, or any condition that would result in water being chronically routed into tire tracks or away from designed road drainage during precipitation events. Hauling on natural surface or rocked roads would not resume for a minimum of 48 hours following any storm event that results in ½ inch or more precipitation within a 24 hour period, and until road surface is sufficiently dry to prevent any of the above conditions from reoccurring.

		Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
Sale Area	**Activity**	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Windy Bear Log Deck	Loading, Hauling, Landing Rehabilitation, and Road Maintenance**																								

THIS IS A SALE PROSPECTUS ONLY. THESE ARE THE SPECIAL PROVISIONS AS THEY WILL BE WRITTEN IN THE CONTRACT. ATTACHMENTS MAY NOT INCLUDE ALL EXHIBITS REFERRED TO IN THE CONTRACT PROVISIONS. THE COMPLETE CONTRACT, INCLUDING ALL EXHIBITS, IS AVAILABLE FOR INSPECTION AT THE MEDFORD INTERAGENCY OFFICE.

Sec. 41. TIMBER RESERVED FROM CUTTING - The following timber on the contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government.

(1) AR-8 All timber shown on the Reserve Area(s) and all timber except trees which were severed from the stump or cut into logs prior to the date this contract was entered into in the Special Cutting Area(s) as shown on Exhibit A.

(2) IR-6 All hardwood trees and non-hazardous snags in Reserve Area(s) shown on Exhibit A.

(3) IR-6 All pre-existing dead and down wood in Reserve Area(s) shown on Exhibit A.

Section 42

(A) Log Exports

(1) LE-1 All timber sold to the Purchaser under the terms of the contract, except exempted species, 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 (8¾) 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 timber, 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 (8¾) 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 the 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.

SPECIAL PROVISIONS

In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a Form 5460-16 (Certificate as to Nonsubstitution and the Domestic Processing of Timber). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

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

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

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

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

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

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

(B) Logging

(1) L-1 Before beginning operations on the contract area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. This written notification must be received by the Authorized Officer no less than seven (7) days prior to the date the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of (7) or more days.

(2) L-7MC Yarding on the areas designated herein and shown on Exhibit A shall be done in accordance with the yarding requirements or limitations for the designated area.

Designated Area	Yarding Requirements or Limitations
Windy Bear Deck	Full suspension yarding of logs is required. Equipment shall only operate on existing landing and road surfaces. No new ground disturbance shall occur.

(3) L-13 Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. All logging shall be done in accordance with the plan. Tractor or wheeled type equipment will not be permitted to operate in or through streams except under special conditions approved in the plan.

(C) Road Construction - Maintenance – Use

(1) RC-2 The Purchaser is authorized to use the road(s) listed below, and shown on Exhibit D, which are under the jurisdiction of the Bureau of Land Management, for the removal of Government timber sold under the terms of this contract provided that the Purchaser pay the required **maintenance/rock wear obligations** described in Section 42(C)(3). The Purchaser shall pay current Bureau of Land Management maintenance fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
34-8-36 A1	0.72	BLM	BST
34-8-36 A2	9.03	BLM	BST

34-8-36 B	7.57	BLM	BST
34-9-21 A	3.40	BLM	BST
34-9-21 B	3.23	BLM	BST
Total	**23.95**		

(2) RC-2d The Purchaser shall be authorized to use other roads not included in Section 42(C)(1); provided, that in the use of such roads, the Purchaser shall pay the Government current Bureau of Land Management road maintenance and/or rock wear fees for the particular surface type of the roads used. For administrative purposes the total maintenance and rock wear obligation due shall be based upon the estimated volume set forth in Exhibit B of this contract and mileage of roads used as determined by the Authorized Officer. In the event logs are hauled over more than one route, the estimated volume set forth in Exhibit B shall be proportioned on the basis of actual volume removed. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized Officer of the roads intended for use in the removal of the timber purchased under this contract, together with an estimate of the volume to be hauled over such roads. Section 42(C)(3) of this contract shall be amended to include adjustments of fee obligations.

(3) RC-2e The Purchaser is authorized to use the roads listed in Section 42(C)(1) which are under the jurisdiction of the Bureau of Land Management for the removal of Government timber sold under the terms of the contract; provided, that the Purchaser shall pay a **road maintenance/rock wear fee** of **$0.65** per thousand board feet log scale per mile for the use of said roads. The total maintenance fee due shall be based upon volumes determined pursuant to Section 2 and 3 of this contract and mileage of roads used as determined by the Authorized Officer. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized Officer of the roads intended for use in the removal of timber purchased under this contract, together with an estimate of the volume to be hauled over such roads. **The Purchaser will be required to label, with a permanent ink marker, each load ticket with the corresponding deck number as directed by the Authorized Officer.** The Authorized Officer shall establish an installment schedule of payment of the maintenance obligation. If it is determined by the Authorized Officer, after all merchantable timber has been cut and scaled, that the total maintenance payments made under this contract exceed the total maintenance payment due, such excess shall be returned to the Purchaser within sixty (60) days after such determination is made.

(4) RC-8 The Purchaser shall be required to secure written approval to use vehicles or haul equipment over Government owned or controlled roads and/or structures when that vehicle or equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit.

Details of such equipment shall be furnished to the Authorized Officer for evaluation of load characteristics, at least fifteen (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.
(h) Special features (e.g., running tracks, overhang loads, etc.)

The Purchaser shall be responsible for repair of any damage to roads or 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.

(D) Environmental Protection

(1) E-1 In addition to the requirement set forth in Section 26 of this contract, the Purchaser shall implement the following noxious weed control measures:

(a) In order to prevent the potential spread of noxious weeds into the Medford District BLM, the operator would be required to clean all logging, construction, chipping, grinding, shredding, rock crushing, and transportation equipment prior to entry on BLM lands.

(b) Cleaning shall be defined as removal of dirt, grease, plant parts, and material that may carry noxious weed seeds into BLM lands. Cleaning prior to entry onto BLM lands may be accomplished by using a pressure hose.

(c) Only equipment inspected by the BLM would be allowed to operate within the Analysis Area. All subsequent move-ins of equipment as described above shall be treated the same as the initial move-in.

(d) Prior to initial move-in of any equipment, and all subsequent move-ins, the operator shall make the equipment available for BLM inspection at an agreed upon location off Federal lands.

(e) Equipment would be visually inspected by the Authorized Officer to verify that the equipment has been reasonably cleaned.

(2) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall only use certified weed-free hay and native grass seed species approved by the Authorized Officer for rehabilitation activities. All seeding shall be contingent upon seed availability.

(3) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall prepare a Spill Prevention, Control, and Countermeasure Plan for all hazardous substances to be used in the contract area, as directed by the Authorized Officer. Such plan shall include identification of Purchaser's representatives responsible for supervising initial containment action for releases and subsequent cleanup. Such plans must comply with the State of Oregon DEQ OAR 340-142, Oil and Hazardous Materials Emergency Response Requirements.

(4) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall not refuel equipment, store, or cause to have stored, any fuel or other petroleum products within one hundred fifty (150) feet of all riparian management or wet areas. All Petroleum products shall be stored in durable containers and located so that any accidental releases will be contained and not drain into any stream system. Hydraulic fluid and fuel lines on heavy mechanized equipment would be in proper working condition in order to minimize potential for leakage into streams. Absorbent materials shall be onsite to allow for immediate containment of any accidental spills. Spilled fuel and oil shall be cleaned up and disposed of at an approved disposal site.

(5) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall not locate new landings in areas that contribute eroded fines to dry draws and swales. If landing location cannot be avoided, ensure that properly installed sediment control measures are placed and maintained, as needed, to keep eroded material onsite.

(6) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall ensure that silt fencing or other sediment control measures are properly placed and maintained during use and periods of non-use when utilizing existing landings that have the potential to release eroded fines into a stream or wet area, directly or via draws or ditchlines.

(7) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall, prior to October 15 of the same operating season, winterize and rehabilitate landings and other areas of exposed soils by properly installing and/or using water bars, berms, sediment basins, gravel pads, hay bales, small dense woody debris, seeding and/or mulching, to reduce sediment runoff and divert

runoff water away from headwalls, slide areas, high landslide hazard locations or steep erodible fill slopes as directed by the Authorized Officer.

(8) E-1 In addition to the requirement set forth in Sec. 26 of this contract, the Purchaser shall place material removed during excavation in a stable location at least two hundred (200) feet away from streams where it cannot enter streams or other water bodies.

(9) E-4 The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:

(a) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;

(b) when, in order to comply with the Endangered Species Act, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;

(c) federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;

(d) other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;

(e) when, in order to comply with a court order which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;

(f) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;

(g) species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;

(h) when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

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

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

In the event that a Court-ordered injunction results in a suspension period in which the Purchaser loses operating time of 30 calendar days or more between December 2013 and December 2014 during the contract period, the Contracting Officer shall unilaterally modify the contract based on reappraisal of the

remaining volume as of the date that the suspension is lifted. The 30 days can be the sum of days accruing during more than one operating season. Reappraisal may result in a decrease to the unit price bid per species. Reappraisal will be based on the loss of net volume due to the deterioration of logs during the period of delay and any associated changes in the amortization of logging costs per unit of volume, as determined by the Authorized Officer. Amortization of road construction cost over a reduced net volume will be considered as well as any additional move-in or logging costs caused by the delay, as determined by the Authorized Officer. Reappraisal will adjust Exhibit B volume and values, and will not consider changes in the market price of timber.

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

The Contracting Officer may determine that it is necessary to terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, protect species that have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

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

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraphs, based on an alleged breach of any duty to the Purchaser, whether express or implied, in regard to the manner in which the Government defended the litigation which resulted in the court order affecting the operation of the contract. This waiver also extends to any claims based on effects on the operation of the contract that arise from litigation against

another agency. Furthermore, the Purchaser specifically acknowledges and agrees that a court ruling that the Government violated the Administrative Procedures Act cannot be interpreted, in itself, to mean that the Government had not acted reasonably in regard to its duties to the Purchaser under this contract.

10) E-5A In order to control the spread of Port-Orford cedar root disease, the Purchaser shall conduct all operations involving the transportation and use of equipment and vehicles in strict accordance with the requirements shown on Exhibit P which is attached hereto and made part hereof.

(E) Miscellaneous

(1) M-2 The Government, at its option, may administratively check scale any portion of the timber removed from the contract area, and if necessary, conduct check scaling of independent scalers contracted to BLM for administrative check scaling purposes. The Purchaser hereby agrees to make such contract timber available for such scaling at a location or locations to be approved in writing by the Authorized Officer. At the approved location or locations, the Purchaser shall provide an area for logs to be safely rolled out for scaling, to unload logs from trucks, place logs in a manner so that both ends and three faces of each log are visible for scaling, and to reload or remove logs after scaling has been completed. In the event that BLM elects to administratively check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows: If the entire sale is check scaled, the purchase price of this contract shall be reduced by ***one hundred forty eight*** and ***50/100*** dollars ***($148.50)***. In the event that only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of ***one hundred forty eight*** and ***50/100*** dollars ***($148.50)*** which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling. Scaling shall be conducted in accordance with the Northwest Log Rules Eastside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale, by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report will be made available to the Purchaser upon request.

(F) Fire Prevention and Control

(1) F-1 Fire Prevention and Control. Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the

satisfaction of the State of Oregon Department of Forestry, and the Authorized Officer.

(G) Slash Disposal and Site Preparation

(1) SD-1 Fire Hazard Reduction. In addition to the requirements of Sec. 15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measure(s) required by this contract:

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

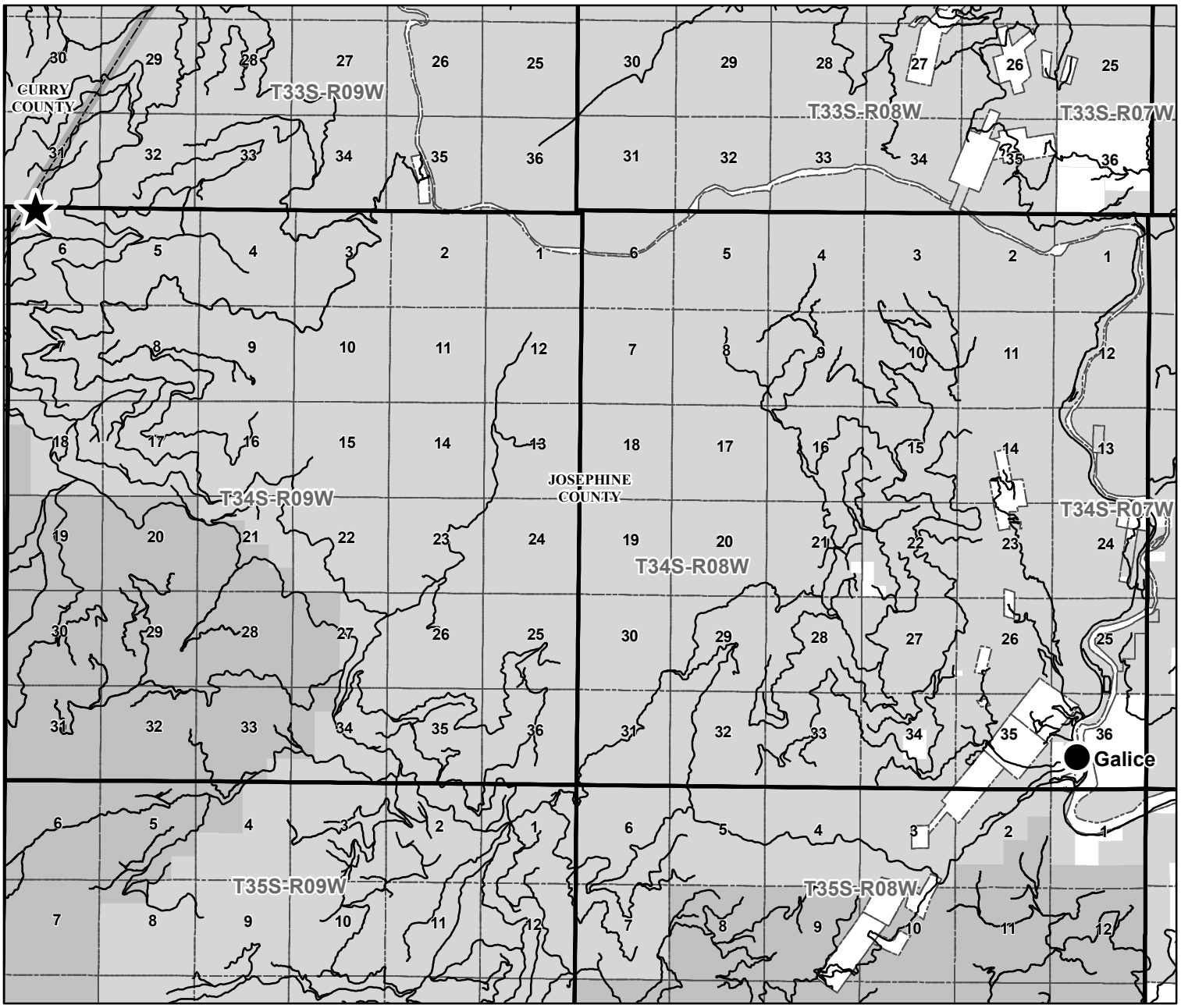
(a) SD-1e LANDING SLASH Lop and scatter all slash located on landing in nearby forested stands as directed by the Authorized Officer. All cut slash (any material less than six inches in diameter) shall be lopped to no more than eight (8) feet in length and all top and side branches must be free of the central stem so that slash is reduced to the extent that it is within eighteen (18) inches of the ground at all points. All slash shall be arranged in a discontinuous pattern across the forest floor.

(H) Equal Opportunity in Employment

(1) Certification of Non-segregated Facilities attached hereto and made a part hereof.

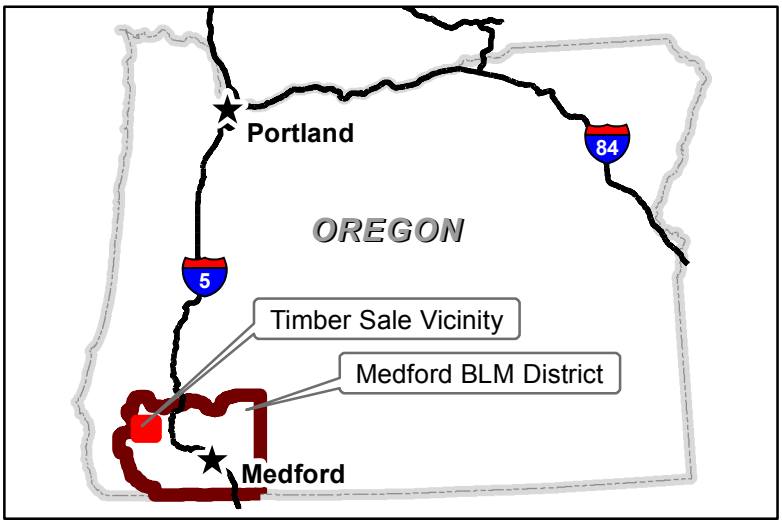
U.S.D.I BLM MEDFORD DISTRICT SALE NO. ORM07-TS-14-02
WINDY BEAR DECK TIMBER SALE
GRANTS PASS RESOURCE AREA
JOSEPHINE COUNTY

TIMBER SALE LOCATION MAP
CONTRACT NO. ORM07-TS-14-02



Windy Bear Deck
Counties
BLM
USFS
Other

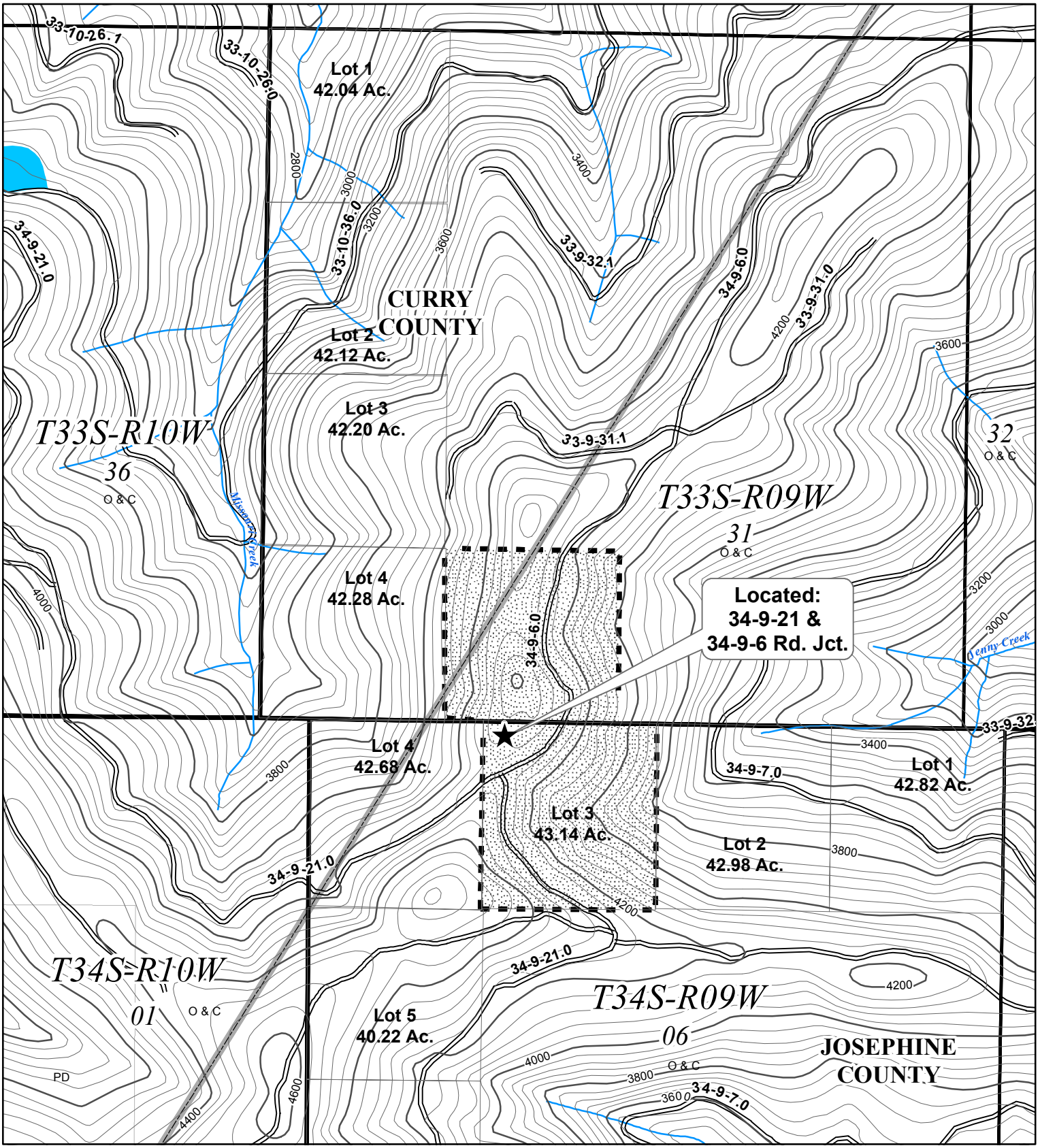
Miles
0 2.5 5



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.

U.S.D.I BLM MEDFORD DISTRICT SALE NO. ORM07-TS-14-02
T. 33 S., R. 9 W., SEC. 31,
T. 34 S., R. 9 W., SEC. 6, WILL. MER.
JOSEPHINE COUNTY

TIMBER SALE CONTRACT MAP
WINDY BEAR DECK TIMBER SALE
EXHIBIT A



0 500 1,000 2,000 Feet

1 inch = 1,000 feet

N
W E
S

November 8, 2013

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United States Department of the Interior
Bureau of Land Management
Medford District Office
3040 Biddle Road
Medford, OR 97504
(541) 618-2200

Legend

- ★ Windy Bear Deck Timber Sale
- Contract Area Boundary
- Reserve Area
- Lots
- Index 200 ft Contour
- Intermediate 40 ft Countour
- G Gate
- Perennial Stream
- County Roads
- Roads
- Sections
- Township
- Counties

Ownership

- Federal
- Non-Federal

O&C	BLM O & C Land
PD	BLM Public Domain Land

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT (BLM)

Contract No.:ORM07-TS-14-2

Sale Name: Windy Bear Decks

Issuing Office:

EXHIBIT B
SCALE SALE
PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS

I. **Total Actual Purchase Price** - In accordance with Section 3.(f). of the contract, the Purchaser agrees to pay the Government for the timber sold under the contract in accordance with the following schedule and measurement requirements. Timber sold is comprised of Merchantable Timber, Merchantable Timber Remaining, and Other Timber as defined below. In the event an Extension of Time is approved, the prices per measurement unit are subject to readjustment (refer to Section 9 of the contract).

Schedule of Species, Measurement Units, and Prices		
Species	Measurement Unit	Price Per Measurement Unit
Douglas-fir	MBF	
Ponderosa Pine	MBF	
Sugar Pine	MBF	
White Fir	MBF	
Western Hemlock	MBF	
Western red-cedar	MBF	
Incense-cedar	MBF	
Utility logs	MBF	Not Applicable

II. **Merchantable Timber** - All timber which can be cut into logs, which equal or exceed the following specifications, shall be considered merchantable timber. Purchaser shall pay for same in accordance with Sec. 3 of the contract at the unit prices shown in Section I of this Exhibit.

Schedule of Minimum Material Specifications			
Species and Products	Length	Diameter (inside bark at small end)	Net Scale
All Species	8 feet	5 inches	33 1/3% of gross volume of any log segment

If Purchaser elects to remove any logs which do not meet the above minimum log specifications and which have not been reserved to Government in Sec. 41 of the contract, such logs shall be scaled for their merchantable content as provided herein and be paid for in accordance with Sec. 2 and 3 of this contract and the value in Section 1 of this Exhibit.

III. **Merchantable Timber Remaining - Measurement Requirements** - The remaining volume of any merchantable sold timber on the contract area shall be determined as provided in Section 3.(g). of the contract. Purchaser shall pay for same in accordance with Sec. 3 of the contract at the unit prices shown in Section I of this Exhibit.

IV. **Scaling**

A. **Log Rule and Measurement** - All logs shall be scaled according to the Northwest Log Rules Eastside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale. A Scaling Authorization Form (OR 5300-18) must be completed prior to beginning of operations. If sample log scaling is agreeable to the Purchaser and the Contracting Officer, the procedures will be agreed upon in writing regarding sample design, number of log sorts, expansion of sample volumes for computation of Merchantable Timber volume, etc.

B. **Scaling Service** - Log scaling services shall be provided and performed by BLM personnel or parties under contract to BLM.

1. All logs shall be scaled and volumes determined by BLM or a certified contract scaler.

2. The BLM scaler or contract scaler is designated to collect Eastside MBF scale data from all loads.

C. **Other Timber** - If any timber is of a species or size not listed in Section II of this Exhibit (above) or is of a quality different from merchantable timber described herein, the Authorized Officer shall establish volumes and values in accord with Standard BLM methods.

D. **Defect Caused by Abnormal Delay** - 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. of the contract.

E. **Log Presentation** - Purchaser shall present logs so that they may be scaled in an economical and safe manner in accordance with the Memorandum(s) of Agreement for Yard Scaling required in Section IV.G.5. of this Exhibit.

F. **Check Scale** - The Government will conduct check scales as set forth in Instruction Memorandum OR-2003-081, Item 2b (Administrative Check Scaler). Determinations as to volume of timber made by a government check scaler in conformance with the standards as set forth herein shall be final. All loads check scaled by BLM will be identified with the check scaler’s initials legibly marked or painted in the face of the first log in each load. When such checks show a variance in scale in excess of acceptable standards, as set forth in Instruction Memorandum OR-2003-081, Item 2b (Administrative Check Scaler), 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 50 percent of the volume scaled between the last satisfactory check and the first unsatisfactory check, 100 percent of the volume scaled during the unsatisfactory check, and 50 percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.

G. **Accountability**

1. Purchaser shall notify the Authorized Officer five (5) days prior to starting or stopping of hauling operations performed under the contract.

2. **All logs will be painted and branded at the landing and accounted for in accordance with Sec. 42.____ of the contract. If Sale Area is within a State that maintains a log brand register, brands shall be registered with the State. Purchaser shall use assigned brand(s) exclusively on logs from this sale until the Authorized Officer releases the brand(s).** Each truck driver shall obtain a load receipt and a BLM scaler receipt from the Log Truck Ticket Book issued by the Authorized Officer and comply with the instructions specified on the cover of said book. While products are in transit, the truck driver shall display the load receipt and BLM scaler receipt on the bunk or wing log at the front of the load on the driver's side. All logs on each load shall be delivered to the destination listed on the woods receipt. The BLM scaler receipt shall be surrendered at the location of BLM scaling, the unloading location, or as requested by BLM. A designated area shall be identified at the yard scaling location for logs arriving during off hours. Logs arriving during off hours shall be left on the truck or may be off loaded to the designated area.

3. The Purchaser shall not haul logs from the contract area on weekends; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's holidays; or outside the hours of 4:00 a.m. to 8:00 p.m. daily, unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan (Refer to Section 42___ of the contract).

4. The Purchaser shall furnish BLM a map showing the route which shall be used to haul logs from the timber sale area to the scaling location. Such route shall be the most direct haul route between the two points, unless another route is approved by BLM. The route of haul may be changed only with advance notice to and approval by BLM. The haul route map shall be attached to the Approved Logging Plan.

5. All loads will be scaled at scale locations listed on the Scaling Authorization (Form OR 5300-18) as approved by the Authorized Officer. The Purchaser shall ensure that all scale site owners listed on the Scaling Authorization enter into a Memorandum of Agreement for Yard Scaling before requesting BLM approval of the Scaling Authorization. Areas for scaling BLM

logs will be designated on the ground and identified on the yard map as required in the Memorandum(s) of Agreement for Yard Scaling.

6. Any removal of logs from loaded trucks before being accounted for and/or scaled as required by the contract shall be considered a willful trespass and render the Purchaser liable for damages under applicable law. Any payment made for purchase of such logs shall be deducted from amount due because of trespass.

H. **Scaling Lost Products** - The value of lost loads shall be equal to the highest value load for the month in which the lost load is hauled regardless of where the highest value load is scaled. If no loads have been scaled in that month, value will be determined from the closest month in which loads were scaled.

V. **Estimated Volumes and Values -** The following volume estimates and calculations of value of timber sold are made solely as an administrative aid for determining payment amounts, when payments are due, the value of timber subject to any special bonding provisions, and other purposes specified in various portions of the contract. The cutting areas are shown on Exhibit A of the contract.

A. **Merchantable Timber Volume Removed from Contract Area** - The total volume of removed timber shall be determined using the Government's records of scaled volumes of timber skidded or yarded monthly, or a shorter period if agreed to by the Purchaser and Government, to loading points or removed from the contract area.

B. **Merchantable Timber Not Yet Removed from Contract Area** - The value of merchantable timber which has not been removed will be determined by multiplying the value per acre as shown below times the amount of acreage subject to the purpose of the value determination, as determined by the Authorized Officer:

Total Estimated Purchase Price
And/Or
Schedule of Volumes and Values for
Merchantable Timber Not Yet Removed from Contract Area

Cutting Area		Total Estimated Volume (MBF)		Total Estimated Purchase Price	
Cutting Area Number	Approximate Number of Acres	Volume per Acre	Total Volume	Value per Acre	Total Value
7	1	198	198		
Sale Total	1	198	198		

United States of America

Department of the Interior

Bureau Of Land Management

Timber Sale Appraisal

District :	Medford	**Contract # :**	ORM07-TS-14-2
Sale Name :	Windy Bear Decks	**Job File # :**	M11297
Sale Date :	12/19/2013	**Master Unit :**	Josephine
Appraisal Method :	16' MBF	**Planning Unit :**	Grants Pass

Contents

Exhibit B 2

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Exhibit B

The following estimates and calculations of timber sold are made solely as an administrative aid for determining: (1) Adjustments made or credits given in accordance with Sections 6, 9, or 11; (2) When payments are due; and (3) Value of timber subject to any special bonding provisions. The value of timber will be determined by multiplying the value per acre as shown below, times the amount of acreage as determined by the authorized officer, which has been cut or removed or designated for taking.

Except provided in Section 2, Purchaser shall be liable for the total purchase price even though the quantity of timber actually cut or removed or designated for taking is less than the estimated volume or quantity shown. Cutting areas are shown on the Exhibit A.

Sale Totals (16' MBF)

Species	Net Volume	Bid Price	Sale SubTotal
Douglas-fir	192		
Western Hemlock	1		
Ponderosa Pine	1		
Sugar Pine	1		
Incense-cedar	1		
Western red-cedar	1		
White Fir	1		
Sale Totals	**198**		

Unit Details (16' MB)

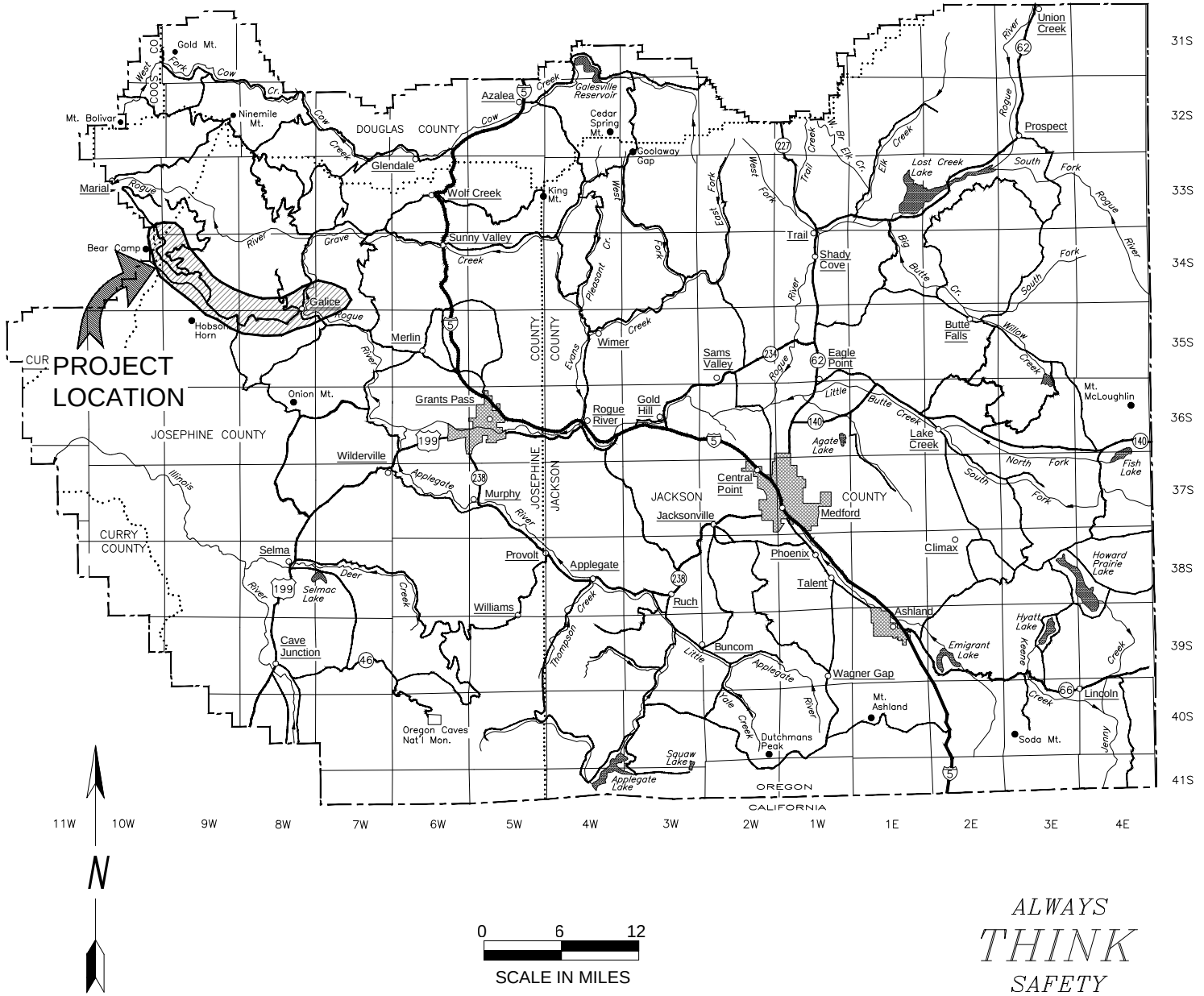
Unit 1 **1 Acres** **Value per Acre : $0.00**

Species	Net Volume	Bid Price	Species Value
Douglas-fir	192		
Incense-cedar	1		
Ponderosa Pine	1		
Sugar Pine	1		
Western Hemlock	1		
Western red-cedar	1		
White Fir	1		
Unit Totals	**198**		

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
MEDFORD DISTRICT

EXHIBIT D1
SHEET 1 OF 1

WINDY BEAR DECKS
TIMBER SALE
TRACT NO. ORM07-TS-14-2



ALWAYS THINK SAFETY

EXHIBIT NO.	DESCRIPTION
D1	TITLE SHEET
D2	ROAD MAINTENANCE MAP

REV. NO.	DESCRIPTION	DATE	APPROV.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
MEDFORD DISTRICT - MEDFORD, OREGON

WINDY BEAR DECKS TIMBER SALE TITLE SHEET

REVIEWED: C. Wedekind
APPROVED: E. Freeman

DRAFTED BY: ELF	SCALE: 1" = 12 MI
DATE: NOV 2013	SHEET: 1 OF 1
DRAWING NO.: OR-11-9113.4-1	

SPECIAL PROVISIONS TO CONTROL THE SPREAD OF PORT-ORFORD CEDAR ROOT DISEASE

A. VEHICLE AND EQUIPMENT CLEANING:

1. Cleaning shall consist of the removal of soil by washing with a high pressure hose or steam cleaning. Vehicles and equipment shall be cleaned and inspected at location designated by the Authorized Officer. Washing before moving onto project site will require water that is from a clean source that is uninfested, such as municipal. Washing at project site will require that water is treated with Clorox® bleach at a ratio of 1 gallon bleach to 1,000 gallons water.

2. All equipment parts shall be cleaned as designated by the Authorized Officer. For equipment cleaning checklist see page 2 of this exhibit.

B. OPERATIONS:

1. Cleaning of Project Equipment. All project equipment that comes into contact with soils, as designated by the Authorized Officer, shall be cleaned prior to entering uninfested areas or prior to leaving infested areas in accordance with Sections A.1. and A.2. above.

Equipment Cleaning Checklist

This checklist (for optional use) is referenced in the Washing Project Equipment management practice.

The purpose of this checklist is to provide guidance in the cleaning of equipment, as stipulated in contracts, to control or prevent the spread of noxious weeds and PL. The checklist directs attention to specific areas on equipment that are likely to accumulate soil and organic material.

Questions to ask about overall equipment cleanliness are:

1) Does the equipment appear to have been cleaned?
2) Is the equipment clean of clumps of soil and organic matter?

Rubber-Tired Vehicles

- Tires
- Wheel rims (underside and outside)
- Axles
- Fenders/wheel wells/trim
- Bumpers

Track-Laying Vehicles

- Tracks
- Road wheels
- Drive gears
- Sprockets
- Roller frame
- Track rollers/idlers

All Vehicles

- Frame
- Belly pan (inside)
- Stabilizers (jack pads)
- Grapple and arms
- Dozer blade or bucket and arms
- Ripper
- Brush rake
- Winch
- Shear head
- Log loader
- Water tenders (empty or with treated water)
- Trailers (low-boys)
- Radiator/grill
- Air filter/pre-cleaner
- Struts/springs/shocks
- Body seams

United States of America

Department of the Interior

Bureau Of Land Management

Timber Sale Appraisal

District :	Medford	**Contract # :**	ORM07-TS-14-2
Sale Name :	Windy Bear Decks	**Job File # :**	M11297
Sale Date :	12/19/2013	**Master Unit :**	Josephine
Appraisal Method :	16' MBF	**Planning Unit :**	Grants Pass

Contents

Timber Sale Summary	2
Stumpage Summary	3
Prospectus	4
Exhibit B	5
Volume Summary	6
Stump to Truck Costs	7
Other Allowances Costs	8
Consolidated Comments	9

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Timber - Sale - Summary

Legal Description

Forest Type	Township	Range	Section	Subdivision
O&C	34S	9W	6	Lot 3
O&C	33S	9W	31	SE1/4SW1/4

Cutting Volume (16' MBF)

Unit	DF	WRC	WH	WF	SP	PP	IC		Total	Regen	Partial	ROW
1	192	1	1	1	1	1	1		198	0	0	1
Totals	**192**	**1**	**1**	**1**	**1**	**1**	**1**		**198**	**0**	**0**	**1**

Logging Costs per 16' MBF

Stump to Truck	$	39.39
Transportation	$	94.46
Road Construction	$	0.00
Road Amortization	$	0.00
Road Maintenance	$	15.65

Other Allowances :

Misc	$ 2.53
Other Costs	$ 1.87
Total Other Allowances :	**$ 4.39**

Total Logging Costs per 16' MBF $ **153.89**

Utilization Centers

Center #1 : Glendale	61 Miles
Center #2	0 Miles
Weighted distance to Utilization Centers	61

Length of Contract

Cutting and Removal Time	12 Months
Personal Property Removal Time	1 Months

Profit & Risk

Total Profit & Risk		11 %
Basic Profit & Risk	8 % + Additional Risk	3 %
Back Off		0 %

Tract Features

Avg Log	Douglas-fir : 85 bf	All : 87 bf
Recovery	Douglas-fir : 90 %	All : 90 %
Salvage	Douglas-fir : 99 %	All : 96 %

Avg Volume (16' MBF per Acre)	198
Avg Yarding Slope	0 %
Avg Yarding Distance (feet)	0
Avg Age	0
Volume Cable	0 %
Volume Ground	100 %
Volume Aerial	0 %
Road Construction Stations	0.00
Road Improvement Stations	0.00
Road Renovation Stations	0.00
Road Decomission Stations	0.00

Cruise

Cruised By	Worman
Date	09/01/2013
Type of Cruise	Ocular Estimate
County, State	Josephine, OR

Net Volume

Green (16' MBF)	7
Salvage (16' MBF)	191
Douglas-fir Peeler	0
Export Volume	0
Scaling Allowance ($0.75 per 16' MBF)	$148.50

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Stumpage Summary

Stumpage Computation (16' MBF)

Species	Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Cost	(+) Marginal Log Value	(-) Back Off	Appraised Price	Appraised Value
DF	500	192	$ 550.88	$ 60.60	$ 153.89			$ 336.40	$ 64,588.80
IC	1	1	$ 445.00	$ 48.95	$ 153.89			$ 242.20	$ 242.20
WRC	1	1	$ 615.91	$ 67.75	$ 153.89			$ 394.30	$ 394.30
WH	1	1	$ 449.10	$ 49.40	$ 153.89			$ 245.80	$ 245.80
WF	1	1	$ 449.10	$ 49.40	$ 153.89			$ 245.80	$ 245.80
SP	1	1	$ 318.98	$ 35.09	$ 153.89			$ 130.00	$ 130.00
PP	1	1	$ 327.98	$ 36.08	$ 153.89			$ 138.00	$ 138.00
Totals	**506**	**198**							**$ 65,984.90**

Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir				58.0	36.0	6.0
Ponderosa Pine				58.0	36.0	6.0
Sugar Pine				58.0	36.0	6.0
White Fir				58.0	36.0	6.0
Western Hemlock				58.0	36.0	6.0
Western red-cedar					100.0	
Incense-cedar					100.0	

Marginal Log Volume

Species	Grade #7	Grade #8
Douglas-fir		
Ponderosa Pine		
Sugar Pine		
White Fir		
Western Hemlock		
Western red-cedar		
Incense-cedar		

Appraised By : Caulfield, Dave **Date :** 11/13/2013

Area Approval By : Franks, Annie **Date :** 11/13/2013

District Approval By : **Date :**

Prospectus

Appraisal Method : (16' MBF)

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	500	192	163	
Incense-cedar	1	1	1	
Western red-cedar	1	1	1	
Western Hemlock	1	1	1	
White Fir	1	1	1	
Sugar Pine	1	1	1	
Ponderosa Pine	1	1	1	
Total	**506**	**198**	**169**	

All Species

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
219	506	432	20.0	219	2,506	87

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
2,506	0	2,506	5.0	198	219	90 %

Douglas-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
213	500	426	20.0	213	2,500	85

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
2,500	0	2,500	5.0	192	213	90 %

Cutting Areas

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
1			1	1
Totals :			**1**	**1**

Exhibit B

The following estimates and calculations of timber sold are made solely as an administrative aid for determining: (1) Adjustments made or credits given in accordance with Sections 6, 9, or 11; (2) When payments are due; and (3) Value of timber subject to any special bonding provisions. The value of timber will be determined by multiplying the value per acre as shown below, times the amount of acreage as determined by the authorized officer, which has been cut or removed or designated for taking.

Except provided in Section 2, Purchaser shall be liable for the total purchase price even though the quantity of timber actually cut or removed or designated for taking is less than the estimated volume or quantity shown. Cutting areas are shown on the Exhibit A.

Sale Totals (16' MBF)

Species	Net Volume	Bid Price	Sale SubTotal
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Western Hemlock	1		
Ponderosa Pine	1		
Sugar Pine	1		
Incense-cedar	1		
Western red-cedar	1		
White Fir	1		
Sale Totals	**198**		

Unit Details (16' MB)

Unit 1 **1 Acres** **Value per Acre : $0.00**

Species	Net Volume	Bid Price	Species Value
Douglas-fir	192		
Incense-cedar	1		
Ponderosa Pine	1		
Sugar Pine	1		
Western Hemlock	1		
Western red-cedar	1		
White Fir	1		
Unit Totals	**198**		

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Volume Summary

Sale Volume Totals

1 **Acres** 0 **Regen** 0 **Partial** 1 **R/W** 1 **Units**

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Net	16' MBF GM	16' MBF Gross	32' MBF Net	32' MBF GM	32' MBF Gross	CCF Net	CCF GM	CCF Gross
Douglas-fir	500	2,500	0	192	213	213	163	181	181	0	0	0
Incense-cedar	1	1	0	1	1	1	1	1	1	0	0	0
Western red-cedar	1	1	0	1	1	1	1	1	1	0	0	0
Western Hemlock	1	1	0	1	1	1	1	1	1	0	0	0
White Fir	1	1	0	1	1	1	1	1	1	0	0	0
Sugar Pine	1	1	0	1	1	1	1	1	1	0	0	0
Ponderosa Pine	1	1	0	1	1	1	1	1	1	0	0	0
Totals	**506**	**2,506**	**0**	**198**	**219**	**219**	**169**	**187**	**187**	**0**	**0**	**0**

Unit Totals

Unit : 1 **1 Acres** **0 Regen** **0 Partial** **1 R/W**

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	500	2,500		213	213	192
White Fir	1	1		1	1	1
Incense-cedar	1	1		1	1	1
Ponderosa Pine	1	1		1	1	1
Sugar Pine	1	1		1	1	1
Western Hemlock	1	1		1	1	1
Western red-cedar	1	1		1	1	1
Unit Totals	**506**	**2,506**		**219**	**219**	**198**

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Stump to Truck Costs

Total ()

Total Stump to Truck Costs	Net Volume	Cost / Net Volume

Detail

Yarding & Loading

Yarding System	Unit Of Measure	Units	Cost / Unit	Total Cost
Subtotal				

Other Costs

Explanation	Unit Of Measure	Units	Cost / Unit	Total Cost
Loader	Day	6	$ 1,100.00	$ 6,600.00
Subtotal				**$ 6,600.00**

Additional Move-Ins

Equipment	# Move-In	Cost / Move In	Total Cost
Yarder / Loader	1	$ 1,200.00	$ 1,200.00
Subtotal			**$ 1,200.00**

Other Allowances Costs

Total (16' MBF)

Total Other Allowances Costs	Net Volume	Cost / Net Volume *	Total Buy Out Cost
$870.00	198	$4.39	$0.00

Misc

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Scatter Landing Decks	$ 500.00	$ 2.53	N	$ 0.00
Subtotal	**$ 500.00**	**$ 2.53**		**$ 0.00**

Other Costs

Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Equipment Washing	$ 370.00	$ 1.87	N	$ 0.00
Subtotal	**$ 370.00**	**$ 1.87**		**$ 0.00**

* Cost / Net Volume has been rounded to the nearest $0.01 Subtotals may not tie to Sale Total Cost / Net Volume.

General

Yarding & Loading

Loader: log loader for 61 loads

Road Costs

(see Engineering Appraisal for details).

Transportation

(see Transportation appendix for details).

Other Allowances

Prospectus

Sale: Windy Bear Log Decks
Sale Date: 12/2013
Prep. By : EFreeman
Tract No: TS-14-2

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ROAD MAINTENANCE AND ROAD USE APPRAISAL WORK SHEET

Summary of Costs

1) Road Use - Amortization: (1) (R-3b) $0.00/199 MBF (Tot Sale Vol) = $0.00/MBF 1/

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2) Road Maintenance Obligation:

$3097.93 (2.1)	+	$0.00 (3.1)	+	$0.00 (3.2)	+	$0.00 (5.1)	=	$3097.93 (R-2)

3) Other Maintenance Payments:

$0.00 (4.1)

4). Purchaser Maintenance Allowances:

(5.2A) Move In	$0.00
(5.2B) Culverts, Catch Basins, Downspouts	$0.00
(5.2C) Grading, Ditching	$0.00
(5.2D) Slide Removal and Slump Repair	$0.00
(5.2E) Dust Palliative (Water)	$0.00
(5.2F) Surface Repair (Aggregate)	$0.00
(5.2G) Other	$0.00

Total (5.2) = $0.00 (R-2 & Ex. D)

2)+3)+4) Total = $3,097.93/199 MBF (Total Sale Vol) = $15.57/MBF 1/

Costs are estimates only and do not include Profit and Risk.
1/ Enter on Timber Sale Summary Form OSO 5420-1.

OR110-9113-1

File T:\GP-GL\ENGINEERING\Timber Sales\2014 TS\Fire Suppression Log Decks - 3 Contracts\Contract #1 - Windy Bear Decks\Road Cost Info\Windy Bear Log Decks.mdb

1) Road Use Fees - Amortization

R/W Number	Road Number	Rd Use Fee	x	Vol MBF	=	Road Use Obligation

(1.1) Subtotal $0.00

2) BLM Maintenance - Timber Haul 1/ 2/

Road Number and Segment	A N	Surf Type	Mi	x	Maint Fee	x	Vol MBF	=	Total Maint
34-08-36.0 A1	A	BST	0.72		0.65		199		$93.13
34-08-36.0 A2	A	BST	9.03		0.65		199		$1168.03
34-08-36.0 B	A	BST	7.57		0.65		199		$979.18
34-09-21.0 A	A	BST	3.40		0.65		199		$439.79
34-09-21.0 B	A	BST	3.23		0.65		199		$417.80

(2.1) Subtotal $3097.93

1/ Rockwear is included in fee as a maintenance cost for BLM maintained roads.
2/ Include lump sum logging damage repair

3) Third Party Maintenance and Rockwear

		MAINTENANCE (3.1)					ROCKWEAR (3.2) 1/ 2/				
Agrmnt Number	Road Number	Mi	x	Fee	x	MBF = Maint		Fee	x	MBF =	Rkwear

(3.1) Subtotal $0.00 (3.2) Subtotal $0.00

1/ Rockwear is included in fee as a maintenance cost for BLM maintained roads.
2/ Include lump sum logging damage repair

4) Other Maintenance Payments - USFS or Others Perform Maintenance

Agency	Road Number	Fee MBF/Mi	x	Mi	=	Fee /MBF	x	Vol Hauled	=	Maint Cost

(4.1) Subtotal $0.00

5) Purchaser Maintenance - Rock Wear

TIMBER HAUL (5.1)/1/2

Road No and Segment	1/ A N	Mi	RkWear x Fee	x	Vol MBF	=	Total RkWear

(5.1) Subtotal $0.00

1/ All surfaced roads have a rockwear fee which includes an allowance for rock haul
2/ Include lump sum logging damage repair

Purchaser Operational Maintenance

Cost allowances must be limited to work required under timber sale Exhibit D.
If purchaser maint. such as dust control/damage repair is performed on BLM maint. roads, add appropriate mandatory Ex. D provisions. Note in prospectus.

Move In

Equipment 1/	No Units	Move in	Cost/ 50 Mi	Dist Factor	= Sub-total
Motor Grader:		x	$356.00	0.59	$0.00
Back Hoe:		x	$356.00	0.59	$0.00
Loader:		x	$356.00	0.59	$0.00
Water Truck:		x	$217.00	0.59	$0.00
Dump Truck 2/:		x	$228.00	0.59	$0.00

(5.2A) Total $0.00

1/ Equipment limited to that allowed in Exhibit D.

Culvert Maintenance - Including Catchbasins and Downpipes 1/

Miles	x	Cost/Mi	=	Subtotal
		270.05		$0.00

(5.2B) Total $0.00

1/ Does not include purchase or installation of culvert pipe.

Grading (Includes Ditches and Shoulders) 1/

	Miles	x	Cost/Mi	x Freq	= Subtotal
Blade Road:	0.00		519.72	0	$0.00
Blade Ditch:	0.00		140.38	0	$0.00

(5.2C) Total $0.00

1/ Watch for double allowance on roadway preparation for dust palliative application.

Slide and Slough removal, Slump Repair (15 sta-yds. ea.) 1/

Type Equipment	No Slides /Slumps	x	Hours Each	x Equip Cost	= Subtotal
Grader:	0		0	139.10	$0.00
Loader:	0		0	91.63	$0.00
Backhoe:	0		0	66.05	$0.00

(5.2D) Total $0.00

1/ Maximum haul is 15 sta. yds. Use grader or front end loader only.

Dust Palliative (Water) 1/

Spreading Hours

	Miles	/	MPH	=	Hours	x	No Days	x	Freq /Day	=	Truck Hours
	0.00		0				0		0		0
Load & Haul =					0.0		0		0		0
									Total Hours =		0

Truck Cost: $86.64/Hr. x 0.0 Hours = $0.00

(5.2E) Total $0.00

1/ Allow water for all BLM maintaintained non-oiled roads.

Surface Repair (Aggregate)

Production Cost:	0 C.Y. x $0.00/C.Y.		=	$0.00
Haul to Stockpile:	0 C.Y. x $3.72/C.Y. x	0.00 Mi	=	$0.00
Stockpile:	0 C.Y. x $1.26/C.Y.		=	$0.00
Load from Stockpile:	0 C.Y. x $1.39/C.Y.		=	$0.00
Haul from Stockpile:	0 C.Y. x $3.72/C.Y. x	0.00 Mi	=	$0.00
Process with Grader:	0 C.Y. x $1.40/C.Y.		=	$0.00

(5.2F) Total $0.00

Other

Fallen Timber Cutting: 1/	0.0 Hours x $0.00/Hour = $0.00
Brush Cutting/Tree Trimming: 2/	0.0 Hours x $0.00/Hour = $0.00
Oil/Asphalt Materials: 3/	Lump Sum = $0.00
Signing for Dust Palliatives: 4/	Lump Sum = $0.00
	Lump Sum = $0.00
	Lump Sum = $0.00
	Lump Sum = $0.00

(5.2G) Total $0.00

1/ Exhibit D Subsection 3104.
2/ Exhibit D Subsection 3107.
3/ Exhibit D Subsection 3401.
4/ Exhibit D Subsection 3405b.

Form 5440-9
(December 2004)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPOSIT AND BID FOR [X] **TIMBER*** [ ] **VEGETATIVE RESOURCE (Other Than Timber)**

SCALE SALE

Name of Bidder	
Tract Number	ORM07-TS-14-02
Sale Name	Windy Bear Decks
Sale Notice *(dated)*	11/27/2013
BLM District	Medford

		Sealed Bid for Sealed Bid Sale	X	Written Bid for Oral Auction Sale	

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 deposited is **$6,600.00** and is enclosed in the form of ☐ cash ☐ money order ☐ bank draft ☐ cashier's check ☐ certified check ☐ 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	192	X	=	X	=
Incense Cedar	MBF	1	X	=	X	=
Western Red Cedar	MBF	1	X	=	X	=
Western Hemlock	MBF	1	X	=	X	=
White Fir	MBF	1	X	=	X	=
Sugar Pine	MBF	1	X	=	X	=
Ponderosa Pine	MBF	1	X	=	X	=
Total		**198**	X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
		TOTAL PURCHASE PRICE				

(Continued on reverse)

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)

☐ Signature, if firm is individually owned	Name of firm *(type or print)*
☐ ☐ Signatures, if firm is a partnership or L.L.C.	Business address, include zip code *(type or print)*
☐ Corporation organized under the state laws of	*(To be completed following oral bidding)*
Signature of Authorized Corporate Signing Officer	I HEREBY confirm the above oral bid By *(signature)*
Title	Date

Submit bid, in *duplicate*, 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" (2) Vegetative Resource Other Than Timber (3) Time bids are to be opened (4) Legal description

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

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

ROUTINE USE: 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.

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 Resource*, 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 Authorized 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 bondsman 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 Authorized 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 Resource 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.

**Applies to Timber Only*

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 dimension 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.

*U.S. GOVERNMENT PRINTING OFFICE: 1993-839-310