

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ORS06-TS-2014.0104

District Office
1717 Fabry Road, S.E.
Salem, Oregon 97306

Dutch Baby Timber Sale

Auction Date: September 17, 2014

PROSPECTUS
SBA SET-ASIDE
SCALE SALE

THIS IS A PROSPECTUS ONLY. ATTACHMENTS MAY NOT INCLUDE ALL EXHIBITS REFERRED TO IN THE CONTRACT. THE COMPLETE CONTRACT, INCLUDING ALL EXHIBITS, IS AVAILABLE FOR INSPECTION AT THE SALEM DISTRICT OFFICE.

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. **Written and oral bids will be received by the Salem District Manager, or her representative, in the timber sale room at the Salem District Office, 1717 Fabry Road, S.E., Salem, Oregon until 9:00 a.m. on Wednesday, September 17, 2014.**

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 South County Spotlight newspaper on or about August 20, 2014. 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(s) to ensure accurate knowledge of the exact publication date.

AN ENVIRONMENTAL ASSESSMENT was prepared for each timber sale tract, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for each timber sale tract at the Salem District Office.

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 his deposit with a self-certification statement that he 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 he signs the timber sale contract. Section 2(a) of Form 723 requires that successful bidders of SBA set-aside tracts must comply with delivery requirements pertaining to saw timber volume. No more than 30% of the advertised saw 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.

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

THE SUCCESSFUL BIDDER, as a condition of award, will be required to sign Form 1140-6, a certification that the bid was arrived at by the bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. Also, Form 5450-17, Export Determination must be completed by the successful bidder. To expedite procedure, this form should be completed and submitted with the written bid.

THE VOLUMES LISTED herein are estimates only. The sale volumes listed are 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 advertised appraised price. The Purchaser shall be liable for the total purchase price, without regard to the amount bid per unit, even

though the quantity of timber actually cut or removed or designated for taking is more or less than the estimated volume or quantity so listed.

THIS TIMBER SALE has been cruised based upon Eastside Scribner board foot measure. The minimum bid figures shown by species are dollars per thousand board feet (MBF). The minimum bid increment will be \$0.10 per MBF.

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 or more. A minimum performance bond of not less than \$500 will be required for all installment contracts less than \$2,500.

QUALIFIED SMALL BUSINESS concerns may apply to SBA for a loan to provide financing for access road construction required under the terms of qualifying timber sale contracts, and necessary contract changes will be made. Approval of loan applications rests with SBA and may be contingent on availability of funds. Applicants for such loans shall notify BLM of their intention to apply for a loan.

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, responsible or refuses to respond within fifteen (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.

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 5420, as amended. The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements.

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.

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 occupied marbled murrelet sites in accordance with the Standards and Guidelines of the (district name) District Record of Decision (ROD) and Resource Management Plan (RMP), or;
4. 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.

ADDITIONAL INFORMATION concerning this timber sale tract is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office. The prospectus for this/these sale(s) is also available online at: <http://www.blm.gov/or/districts/salem/timbersales/index.php>. The prospectus includes maps and tables that cannot be made Section 508 compliant. For help with its data or information, please contact the Salem District Office at 503-375-5646.

Attachments:

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

TIMBER SALE NOTICE
THIS IS A SCALE SALE
SBA SET-ASIDE SALE

THIS IS A SMALL BUSINESS SET-ASIDE SALE FOR PREFERENTIAL BIDDING BY SMALL BUSINESS CONCERNS AS DEFINED BY THE SMALL BUSINESS ADMINISTRATION.

SALEM DISTRICT
TILLAMOOK FIELD OFFICE
COLUMBIA MASTER UNIT

Sale Date: September 17, 2014

CONTRACT NO.: ORS06-TS-2014.0104, Dutch Baby Timber Sale, Scale Sale
COLUMBIA COUNTY, OREGON: O&C: **ORAL AUCTION**: BID DEPOSIT REQUIRED: \$20,300.00

All timber designated for cutting on: W $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 1, NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 11; T. 3 N., R. 3 W., WM, Oregon.

THIS TIMBER SALE HAS BEEN CRUISED BASED UPON EASTSIDE SCRIBNER MEASURE.

Minimum bid figures shown by species are dollars per thousand board feet (MBF). The minimum bid increment will be \$0.10 per MBF.

Approx. No. Merchantable Trees	Est. Vol. MBF 32' Log	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Volume Times Appraised Price
4,280	636	Douglas-fir	764	\$265.00	\$202,460.00
4,280	636	Totals	764		\$202,460.00

LOG EXPORT AND SUBSTITUTION RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and also prohibited from substitution of exported private timber.

CRUISE INFORMATION: The timber volumes for the partial cut and regeneration harvest units were based on a variable plot cruise for estimating the board foot volume of trees. Plots were measured using a 20 basal area factor (BAF) for partial cut units. None of the total sale volume is salvage material. For merchantable Douglas-fir trees the average DBHOB is 13.3 inches; the average gross merchantable log contains 46 bf; the total gross volume is approximately 789 MBF; and 97% recovery is expected. The Right-of-Way volume is based on a 3-P cruise for estimating the board foot volume of trees.

CUTTING AREA: Three (3) units totaling approximately 33 acres, the partial cut area is approximately 30 acres, the regeneration area is approximately 1 acre and approximately two (2) acres of right-of-way shall be cut. Acres shown on Exhibit A have been computed using a Trimble Pro XH Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

DURATION OF CONTRACT: Contract length will be 36 months for cutting and removal of timber.

LOCATION: The contract area is located approximately 5.5 air miles due west of Scappoose, Oregon. Starting on Highway 30 in Scappoose, proceed to the stop light at Havlik Drive, turn west onto Havlik and proceed to the next stop sign, turn south onto SW Old Portland Road, then turn west onto Dutch Canyon Road. Follow

Dutch Canyon Road for approximately 5 miles until reaching a locked gate. From the gate, consult the included map to reach individual harvest units. Access to the sale area is through locked gates. Prospective bidders may obtain a combination from the Tillamook Resource Area office by calling 503-815-1100.

ACCESS AND ROAD MAINTENANCE: Access is provided by County, RMK Select Timberland Investment Fund II, Weyerhaeuser Columbia Timberlands LLC, Scappoose Western Forests LLC, and Bureau of Land Management (BLM) controlled roads. All roads used in conjunction with this sale will be maintained by the Purchaser. Purchaser will be required to pay a rock wear obligation of (\$232.41) to the Government and spread 10 CY crushed rock on BLM roads for maintenance.

In the use of Weyerhaeuser Columbia Timberlands LLC controlled roads, under Agreement S-522A (OR065603) and as shown on Exhibit E, the Purchaser will be required to enter into a license agreement which requires: (a) Purchaser maintenance of all Weyerhaeuser Columbia Timberlands LLC controlled roads, (b) Purchaser pay a rockwear fee of \$225.66, and (c) Purchaser provide proof of insurance with limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and a performance bond of \$1,000.00. Prior to the use of said road, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement.

In the use of RMK Select Timberland Investment Fund II controlled roads, under Agreement S-522F (OR066364) and as shown on Exhibit E, the Purchaser will be required to enter into a license agreement which requires: (a) Purchaser maintenance of all RMK controlled roads, (b) Purchaser pay a rockwear fee of \$623.22, (c) Purchaser pay a road use obligation fee of \$3,825.00, and (d) Purchaser provide proof of insurance with limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and a performance bond of \$1,000.00. Prior to the use of said road, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement.

In the use of Scappoose Western Forests, LLC controlled roads, under Agreement S-522G (OR066365) and as shown on Exhibit E, the Purchaser will be required to enter into a license agreement which requires: (a) Purchaser maintenance of all Scappoose Western controlled roads, (b) Purchaser pay a rockwear fee of \$799.93, and (d) Purchaser provide proof of insurance with limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and a performance bond of \$1,000.00. Prior to the use of said road, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement.

Purchaser maintenance shall include frequent blading and shaping of road surface; ditch, culvert, and catch basin cleaning; removal of minor slides and other debris. Roads shall be left in a condition to withstand adverse weather at the end of the seasonal operations. It shall also include the spreading of 90 CY crushed rock on non-BLM roads as needed and instructed by Authorized Officer.

Alternate access is available but will require a contract modification. Contact Engineers at the Tillamook Field Office for more detailed information.

ROAD CONSTRUCTION AND RENOVATION: The Purchaser will be required to do all work set forth below. The Purchaser shall supply all materials unless otherwise indicated.

1. New Road Construction:

Road Spur A- 133 feet, 14-foot outsloped subgrade, Natural surfacing.

Road Spur B, 130 feet, 14-foot outsloped subgrade, Natural surfacing.

2. Renovation:

Spur A- 379 feet, 14-foot outsloped subgrade, Natural surfacing, Blade, Clear and Grub, landing

construction.

Spur B- 1,513 feet, 14-foot outsloped subgrade, Natural surfacing, Blade, Clear and Grub, construct turnaround and landing.

Road 3N-2-17.0- 1.941 miles, Blade, Clean Culverts, and Place rock as stated on rock sheets. Construct Loaded Log Truck Turnaround.

Roads 4N-3-14.1, 4N-3-15.0, and 4N-3-28.1 (Gunner's Lakes/Pisgah Lookout Road)- 3.200 miles, Blade, Clean Culverts, and Place rock as stated on rock sheets.

3. Estimated Quantities:

a. Clearing and Grubbing:

0.18 acres of new construction

1.52 acres of renovation

c. Aggregate Material:

Quantity

100 cubic yards

10 cubic yards

90 cubic yards

Description

1-1/2" minus crushed rock – construction rock

1-1/2" minus crushed rock – BLM maintenance rock

1-1/2" minus crushed rock – non-BLM maintenance rock

Rock Source: Commercial

OTHER:

Compaction of all final subgrades will be required.

Right of way debris will be disposed of by scattering adjacent to all roads (outside of clearing limits).

All natural surface roads will be water barred and blocked at the end of seasonal operations.

Roads Spur A and Spur B will be subsoiled to a depth of 18" inches, slash scattered, water barred & blocked upon completion of logging. Clearing debris shall be placed on and around the barriers so as to prevent further use of the road by vehicles.

Grass seeding will be required on all newly disturbed areas. Grass seed will be furnished by the Government.

All waste from re-establishing ditchlines on rock surfaced roads shall be bunched and end-hauled to designated waste areas.

All slide removal material shall be end-hauled to designated waste areas.

SPECIAL ATTENTION ITEMS:

Sec. 42.x Chemical toilets

Sec. 42.m-n Seasonal Restrictions

Sec. 42.bb Logging Residue Reduction

DESIGNATION AND SALE OF ADDITIONAL TIMBER (Sec. 42.1):

This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient purchaser operations. These provisions include:

- The designation and sale of additional timber, such as corridor and guyline trees, at contract price, as necessary to facilitate safe and efficient logging. Such trees may be felled and removed when they are painted by the Authorized Officer;
- Sale of additional timber volume at current fair market value where the species and/or size of trees are not representative of the forest stand(s) being thinned;
- Government reservation of trees previously marked for cutting (replacement) when the Authorized Officer determines that it is necessary in order to maintain stand densities consistent with objectives set forth in management prescriptions;
- The use of unilateral modifications executed by BLM for such additional timber and replacement timber;
- Revocation of the purchaser's right to cut additional timber if the Authorized Officer determines that trees have been cut and removed that were not previously marked and approved for cutting and removal by the Authorized Officer; and,
- The designation and sale of additional timber described in this section is not included in the advertised sale volume nor was it included in the timber sale appraisal.

SEASONAL RESTRICTION MATRIX:

Restricted Times are Shaded

Activity	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC	
	1	16	1	16	1	16	1	16	1	16	1	16	1	16	1	16	1	16	1	16	1	16	1	16
Ground-Based Yarding																								
Road Construction, Renovation, Stabilization, and Decommissioning																								
Log Haul																								

*All dates, are dependent on actual weather conditions

TIMBER SALE CONTRACT SPECIAL PROVISIONS

Sec. 41.

RESERVED

- a. All timber in the reserve area(s) shown on Exhibit A, and all trees that are painted orange and/or posted, which mark the boundaries of the reserve areas.
- b. All trees marked with orange paint in the regeneration harvest and partial cut areas shown on Exhibit A and designated in Exhibit H.
- c. All bigleaf maple in the partial cut areas shown on Exhibit A, unless otherwise approved by the Authorized Officer.
- d. All snags and down trees in the timber sale areas shown on Exhibit A, unless approved by the Authorized Officer.

Sec. 42.

Special Provisions

LOGGING

a. Periodic Payment and First Installment Adjustment

1. Notwithstanding the provisions of Sec. 3(b), the amount of the first installment may be reduced by the Government when the Contracting Officer requests the Purchaser to interrupt or delay operations for a period expected to last more than thirty (30) days during the operating season. Such interruption or delay must be beyond the Purchaser's control. Operating Season shall be defined, for this purpose, as the time of year in which operations of the type required are normally conducted and not specifically restricted under the contract. The first installment may be reduced to five (5) percent of the installment amount listed in Sec. 3(b), during the delay period. The Purchaser must request such a reduction in writing. When the Contracting Officer notifies the Purchaser that operations may proceed, the Purchaser shall have fifteen (15) days after such notification to return the first installment to the full value specified in Sec. 3(b). Failure to return the first installment to the full value within the allotted time will be considered a material breach of contract. No timber shall be cut or removed from the contract area until the first installment is restored to the full amount.

2. Notwithstanding the provisions of Sec. 3(b), adjustments in the due dates for periodic payments may be made by the Government if the Contracting Officer interrupts or delays contract operations for a period expected to last at least thirty (30) days, and the interruption or delay is beyond the Purchaser's control. Any adjustment made shall provide the Purchaser with an equal amount of operating time as would have been available without the delay. The Purchaser shall request such adjustment in writing before the due date for a periodic payment contained in Sec. 3(b).

b. 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. A pre-work conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved. The Purchaser shall provide a minimum of seven (7) days' notice when requesting the scheduling of a pre-work conference.

c. 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 he plans 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 he intends to cease operations for any period of seven (7) or more days.

d. In the Partial Cut Areas shown on Exhibit A, all trees designated for cutting shall be felled and cut into log lengths not to exceed forty (40) feet plus trim before being yarded.

e. No trees may be felled into the reserve areas designated on Exhibit A, or adjacent private land, unless expressly authorized by other provisions of this contract.

f. All trees designated for cutting shall be cut so that the resulting stumps shall not be higher than 12 inches measured from the ground on the uphill side of the trees.

g. No yarding or loading is permitted in or through the reserve area, shown on Exhibit A, unless approved by the Authorized Officer.

h. Prior to attaching any logging equipment to a reserve tree, the Purchaser shall obtain written approval from the Authorized Officer and shall take precautions to protect the tree from damage as directed in writing by the Authorized Officer.

i. Excessive damage to reserve timber, as determined by the authorized officer, will result in suspension of yarding operations until corrective measures to prevent further damages have been approved by the Authorized Officer.

j. In the Partial Cut Area – Skyline Yarding shown on Exhibit A, yarding shall be done with a skyline-type cable system. The skyline-type system shall be equipped with a clamping energized or mechanical slackpulling carriage that has at least seventy-five (75) feet lateral yarding capabilities. The carriage shall be capable of being held in position on the skyline during all lateral yarding and shall be able to pass intermediate support jacks as required. Skyline yarding roads shall be spaced an average of one hundred fifty (150) feet apart at the point where the skyline intersects the Partial Cut Area boundaries. Skyline yarding roads shall be located perpendicular to the yarding slope unless otherwise approved by the Authorized officer. The Purchaser shall directionally fall trees into the lead with the yarding direction. The leading end of all logs shall be transported free of the ground during yarding. The rigging of tail or lift trees, intermediate supports and use of tail holds outside the Partial Cut Areas shall be required where

necessary to meet this requirement. Yarding corridor locations and approval is addressed below in 42.1.

k. In the “Partial Cut Area - Ground-Based areas” shown on Exhibit A, all yarding shall be done by equipment operated on designated skid roads. Yarding shall be done so that the lead-end of the log is lifted fully off the ground. The area composed of skid trails and landings shall not exceed 10% of the total ground-based yarding area, generally skid roads shall be spaced no closer than 150 feet unless otherwise approved by the Authorized Officer. Ground based skidding equipment shall not operate off of existing skid roads within 240 feet of streams. Excavation on designated skid roads shall be limited to a maximum cut of one foot unless authorized by the Authorized Officer. All trees that must be removed to facilitate construction of these skid roads shall be felled prior to falling operations in the remainder of this area. The Purchaser shall directionally fall trees into the lead with the skidding direction and winch or carry to these skid roads. All non-skidding equipment operated off skid roads shall not exceed a ground pressure rating of 8 p.s.i. (pounds per square inch), and shall be tracked-mounted, have a boom mounted cutting head or grapple and shall operate on a continuous layer of slash with no more than two passes over the same ground shall be permitted and be approved by the Authorized Officer. Immediately following ground-based yarding activities for any operating season, the Purchaser shall construct water bars and block the entrance to skid trails as designated by the Authorized Officer. Skid roads location and approval is addressed below in 42.1.

l. Before cutting and removing any trees necessary to facilitate logging in the Partial Cut Areas shown on Exhibit A, the Purchaser shall identify the location of skid roads, cable yarding roads, and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding the following conditions must be met:

1. All skid roads and/or cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Authorized Officer, the width of both skid roads and cable roads shall be limited to twelve (12) feet.
2. The Purchaser may immediately cut and remove additional timber to clear skid roads and cable yarding roads; and provide tailhold, tieback, guyline, lift and intermediate support trees; and clear danger trees when the trees have been marked with a non-reserve color of paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in

accordance with Sec. 3.(b). of the contract or sufficient bonding has been provided in accordance with Sec. 3.(d). of the contract.

3. The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract; or, the Authorized Officer determines that the tree species are not listed in Exhibit B of this contract and otherwise reserved in Section 41 of the contract or any tree that exceeds 32 inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Sec. 8 of the contract.

4. This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.

5. If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Sec. 8 or Sec. 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.

SEASONAL RESTRICTIONS

m. Ground based yarding, and hauling are prohibited in the timber harvest areas shown on Exhibit A between October 16 of one calendar year and May 31 of the following calendar year, both days inclusive, and during other periods of wet soil conditions as determined by the Authorized Officer.

n. No road renovation, road construction, road decommissioning/stabilization, and sub-soiling, shown on Exhibit C shall be conducted between October 16 of one calendar year and May 31 of the following calendar year, both days inclusive, and during other periods of wet soil conditions as determined by the Authorized Officer. Road Maintenance as shown on Exhibit E and described in Exhibit D shall be performed during periods approved by Authorized Officer.

ROAD CONSTRUCTION, IMPROVEMENT, RENOVATION, MAINTENANCE AND USE

o. The Purchaser shall construct natural surfaced roads: Spur A (Sta. 0+00 – 1+33) and Spur B (Sta. 0+00 – 1+30). Purchaser shall renovate natural surfaced roads: Spur A (Sta. 1+33 – 5+12) and Spur B (Sta. 1+30 – 16+43). Purchaser shall renovate surfaced roads: 3N-2-17.0, 4N-3-14.1, 4N-3-15.0, and 4N-3-28.1.

p. Any required construction and renovation of roads shall be completed and accepted prior to the removal of any timber, except right-of-way timber, over that road.

q. Within 30 days of completion of yarding and hauling operations, the Purchaser shall decommission Spur A and Spur B as shown on Exhibit C, by subsoiling, installing non-drivable waterbars, scattering slash, and blocking. Subsoiling shall consist of loosening the soil to a depth of eighteen 18 inches utilizing excavator attachments, log loader tongs or other approved equipment acceptable to the Authorized Officer. No subsoiling shall be required where the road traverses rock outcroppings. Barriers shall be constructed and clearing debris shall be placed on and around the barriers so as to prevent further use of the road by vehicles as shown on Exhibit C.

r. The Purchaser is authorized to use the roads listed below and shown on Exhibit E which are under the jurisdiction of the Bureau of Land Management for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C provided that the Purchaser comply with the conditions set forth in Sections 42s.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
Spur A	0.097	BLM	Natural	Purchaser
Spur B	0.311	BLM	Natural	Purchaser
4N-3-14.1 Seg. G,I	0.160	BLM	Rocked	Purchaser
4N-3-15.0 Seg. A	0.460	BLM	Rocked	Purchaser

s. The Purchaser shall perform any road repair and maintenance work on roads used, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract which is attached hereto and made a part hereof. Purchaser shall spread 10 cubic yards of crushed rock on BLM controlled roads as directed by Authorized Officer as part of maintenance requirements. Purchaser shall also pay a rock wear fee of \$232.41 to the Government. Additional fees for rockwear will be calculated at the agreed upon rates for additional timber volume and be charged to Purchaser.

t. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road use Agreement S-522A (OR065603) between the United States of America and Weyerhaeuser Columbia Timberlands LLC. The Purchaser will be required to enter into a license agreement prior to commencement of operations. The Purchaser shall furnish to the Authorized Officer a copy of the required executed license agreement. The

license agreement conditions include: 1) No Payment to Weyerhaeuser Columbia Timberlands LLC for road use obligation. 2) Payment to Weyerhaeuser Columbia Timberlands LLC a rockwear fee obligation of \$225.66. Rockwear fees have been calculated using the estimated timber volumes. Additional fees for rockwear will be calculated at the agreed upon rates (in the license agreement) for additional timber volume and be charged to Purchaser. All payments shall be made to Licensor prior to contract termination. 3) The Purchaser shall perform any road repair and maintenance work on roads, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract which is attached hereto and made a part hereof. Purchaser shall spread crushed rock on roads as directed by Authorized Officer as part of maintenance requirements. 4) Default by the Purchaser of said Right-of-Way and Road Use Agreement or any license agreement executed pursuant thereto, shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. The Purchaser will be required to carry liability insurance with the limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and provide a performance bond in the amount of \$1,000.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
4N-3-15.0 Seg. B	0.310	Weyerhaeuser	Rocked	Purchaser
3N-2-17.0 Seg A	0.292	Weyerhaeuser	Rocked	Purchaser

u. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road use Agreement S-522F (OR066364) between the United States of America and RMK Select Timberland Investment Fund II. The Purchaser will be required to enter into a license agreement prior to commencement of operations. The Purchaser shall furnish to the Authorized Officer a copy of the required executed license agreement. The license agreement conditions include: 1) Payment to RMK Select Timberland Investment Fund II for road use obligation of \$3,825.00. 2) Payment to RMK Select Timberland Investment Fund II a rockwear fee obligation of \$623.22. Road use obligation and rockwear fees have been calculated using estimated timber volumes. Additional fees for road use obligation and rockwear will be calculated at the agreed upon rates (in the license agreement) for additional timber volume and be charged to Purchaser. All payments shall be made to Licensor prior to contract termination. 3) The Purchaser shall perform any road repair and maintenance work on roads, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract which is attached hereto and made a part hereof. Purchaser shall spread crushed rock on roads as directed by Authorized Officer as part of maintenance requirements. 4) Default by the Purchaser of said Right-of-Way and Road Use Agreement or any license agreement executed pursuant thereto, shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. The Purchaser will be required to carry liability insurance with the limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and provide a performance bond in the amount of \$1,000.00.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
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3N-2-17.0 Seg. C	0.0455	RMK	Rocked	Purchaser
4N-3-14.1 J1	0.300	RMK	Rocked	Purchaser
4N-3-28.1	1.042	RMK	Rocked	Purchaser

v. In the use of roads listed below and shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road use Agreement S-522G (OR066365) between the United States of America and Scappoose Western Forests, LLC. The Purchaser will be required to enter into a license agreement prior to commencement of operations. The Purchaser shall furnish to the Authorized Officer a copy of the required executed license agreement. The license agreement conditions include: 1) No Payment to Scappoose Western Forests, LLC for road use obligation. 2) Payment to Scappoose Western Forests, LLC a rockwear fee obligation of \$799.93. Rockwear fees have been calculated using the estimated timber volumes. Additional fees for rockwear will be calculated at the agreed upon rates (in the license agreement) for additional timber volume and be charged to Purchaser. All payments shall be made to Licensor prior to contract termination. 3) The Purchaser shall perform any road repair and maintenance work on roads, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract which is attached hereto and made a part hereof. Purchaser shall spread crushed rock on roads as directed by Authorized Officer as part of maintenance requirements. 4) Default by the Purchaser of said Right-of-Way and Road Use Agreement or any license agreement executed pursuant thereto, shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. The Purchaser will be required to carry liability insurance with the limits of \$1,000,000/ \$1,000,000/ \$1,000,000 and provide a performance bond in the amount of \$1,000.00.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type	Maintenance Responsibility
4N-3-14.1 F,H	0.390	Scappoose Western	Rocked	Purchaser
4N-3-15.0 C,D	0.550	Scappoose Western	Rocked	Purchaser
3N-2-17.0 Seg B	1.194	Scappoose Western	Rocked	Purchaser

w. The Purchaser also agrees that if they elect to use any other private road which is the subject of a right-of-way agreement with the Government for the removal of Government timber sold under the terms of this contract, Purchaser shall request and agree to the modification of this contract to provide for such use and for allowances for amortization of the Government's share of the capital investment of any such road.

ENVIRONMENTAL PROTECTION

x. In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall supply and maintain chemical toilets on the work site. Employees shall use the toilet facilities provided.

y. In addition to the requirements set forth in Section 25 of this contract, the Purchaser shall power wash all road construction and ground-based logging equipment including loaders and mechanically propelled brush cutters, prior to entry onto BLM lands each work season, or before returning to BLM lands after leaving it. Equipment shall be inspected by the Authorized Officer at a site approved by the Authorized Officer to verify that the equipment has been reasonably cleaned prior to entry onto BLM lands.

z. The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:

1. 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;
2. when, in order to comply with the Endangered Species Act (or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Salem District Record of Decision (ROD) and Resource Management Plan (RMP)), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
3. 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;
4. 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;
5. 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;
6. when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
7. 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;
8. 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 terminated 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.b. 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.b. of the contract within 15 days after the bill for collection is issued, subject to Section 3.h. 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 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 occupied marbled murrelet sites in accordance with the ROD and RMP, 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, marbled murrelet occupied site protection in accordance with the ROD and RMP, 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.

FIRE PROTECTION

aa. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions when operating at Oregon Department of Forestry Industrial Fire Precaution Level (IFPL) I (Closed Fire Season). At IFPL II and III, additional fire prevention and control provisions may be added as determined by the Authorized Officer and specified in written instructions to the Purchaser to mitigate dry fuel and weather conditions.

- (1) 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 Authorized Officer.
- (2) Provide and maintain in good working order, and immediately available on the contract area, the following equipment for use during closed fire season or periods of fire danger:
 - a. Firefighting tools shall be kept at each landing or at such other place at the Authorized Officer shall designate whenever people are working on the contract area. All fire fighting tools shall be kept in a sturdily constructed box which shall be painted red and lettered on the front or top in large letters "For Fire Only." The box shall have a hinged lid and a hasp by which the lid can be sealed. One (1) box may serve two landings, not over six hundred (600) feet apart. When filled, the box shall not weigh over

two hundred (200) pounds. The fire tools shall be in good condition, be tight on strong handles, and have sharp cutting edges. There shall be not less than four (4) tools in each box or less than one (1) tool for each man working on the contract area. Three-fourths (3/4) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.

b. At each landing or such other place as the Authorized Officer shall designate during periods of operation, one (1) tank truck of one thousand (1000) gallons or more capacity, or multiple engines equal to 1000 gallons capacity, with five hundred (500) feet of 1 ½ inch hose, one thousand (1000) feet of 1 inch hose, one (1) 1 ½ inch gated wye, one (1) 1 inch gated wye, two (2) 1 ½ to 1 inch reducers, and three (3) 1 inch nozzles. The tank truck or smaller engines shall be equipped with a pump capable of delivering a minimum of forty (40) pounds per square inch (psi) engine pressure through fifty (50) feet of 1 ½ inch hose. The pump may be either a power take off (PTO), or a truck-mounted auxiliary engine. All equipment shall be acceptable to the Authorized Officer and shall conform to the standards set forth in Oregon Revised Statutes 477.645 through 477.670 and any rule promulgated pursuant to these statutes. All hose couplings shall have the standard thread adopted by the BLM (1 ½ inch National Hose Thread (NH), 1 inch National Pipe Straight Hose Thread (NPSH) or be provided with suitable adapters. At the close of each working day, all bulldozers, tank trucks, and/or engines shall be filled with fuel and made ready for immediate use. All tank trucks, and /or engines and portable tanks shall be filled with water and made available for immediate use.

c. Two (2) backpack pumps at each landing and one (1) at each tail block, or any other block, all to be kept full of water and in good operating condition.

d. A chemical fire extinguisher of at least eight (8) ounces minimum capacity of a type approved by the Oregon State Forester and a size 0 or larger shovel shall be carried during the closed fire season or periods of fire danger by each falling crew and each buckner using a power saw on the contract area. Such fire extinguisher shall be filled and in effective operating condition and shall at all times be immediately available to the operator when the saw is being fueled or the motor of the saw is running. Any fueling of a power saw shall be done in an area which has first been cleared of all flammable material. Power saws shall be moved at least twenty (20) feet from the place of fueling before the engine is started. Each power saw shall be equipped with an exhaust system and a spark arresting device which are of types approved by the Oregon State Forester.

e. Where blocks and cables are used on the contract area during periods of fire danger, the Purchaser shall remove all flammable material at least ten (10) feet from the place where the tail or any other block shall hang when the cable is tight. Such clearings shall be inspected periodically by the Purchaser and shall be kept free of flammable material.

f. During Oregon Department of Forestry fire season, no smoking shall be permitted outside of closed vehicles.

LOGGING RESIDUE REDUCTION

bb. The Purchaser shall perform logging residue reduction and site preparation within the Logging Residue Reduction Area(s) as shown on Exhibit F, which is attached hereto and made a part hereof. All work shall be done as directed by the Authorized Officer in accordance with the specifications described on Exhibit G which is attached hereto and made a part hereof.

PRESCRIBED BURNING

Notwithstanding the provisions of Section 15 of this contract, the Government shall assume all obligations for the disposal or reduction of the fire hazards caused by slash created by the Purchaser's operations on Government lands, except for logging residue reduction and slash pullback operations listed above, and burning and fire control assistance as required herein. Upon phone notification by the Authorized Officer of required performance prior to ignition, the Purchaser shall, under supervision of the Authorized Officer or his designated representative, assist in, hand pile burning, landing pile burning, and fire control on the day of ignition. In addition, debris which has been buried at landings and is determined to be the source of holdover fire shall be excavated by the Purchaser with a tractor and/or hydraulic excavator as directed by the Authorized Officer.

The Purchaser shall furnish, at his own expense, the services of personnel and equipment on all units requiring burning as shown below.

1. One (1) work leader (Firefighter Type 1 (FFT1)) to supervise crew and to serve as Purchaser's representative.
2. A five (5) person crew (Firefighter Type 2 (FFT2)) for ignition of hand piles, machine piles, or landing piles
3. Five (5) drip torches with thirty-five (35) gallons of slash fuel (4:1 ratio of diesel to gasoline).
4. Aluma-gel or other incendiary thickener.
5. One (1) chain saw with fuel.
6. One (1) hand tool per above listed personnel on the day of ignition.

All listed personnel shall be physically fit, experienced and fully capable of functioning as required. In addition, all listed personnel shall be qualified according to the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide, PMS-310-1 and provide documentation of these qualifications. On the day of ignition all listed personnel shall be fluent in speaking and understanding English, clothing shall consist of long pants and long sleeved shirts, and be of approved aramid fabric (Nomex™ or equivalent), as well as being free of diesel fuel oil. All personnel shall wear lug sole boots with minimum eight (8) inch tall uppers that provide ankle support, approved hardhats and leather gloves. Personnel who do not meet these requirements or do not have proper clothing and personal protective equipment (PPE) will not be allowed to participate.

All listed tools and equipment shall be in good usable condition. All power-driven equipment shall be fully fueled and available for immediate use. During periods of use under this

subsection, the Purchaser shall provide fuel and maintenance for all such power-driven equipment.

In the event of a fire escapement, the Purchaser's personnel and equipment shall, under supervision of the Authorized Officer or his designated representative, take action to control and mop-up the escaped fire until released from such service by the Government. If it becomes necessary to suppress a fire which escapes from the prescribed fire area for a period beyond midnight of ignition day, then the Government shall, at its option: (1) reimburse the Purchaser for such additional use of personnel and equipment at wage rates shown in the current Administratively Determined Pay Rates for the Western Area and at equipment rates shown in the current Oregon-Washington Interagency Fire Fighting Equipment Rental Rates schedule until the Purchaser is released from such service by the Government or (2) release the Purchaser from additional suppression work and assume responsibility for suppressing the escaped fire.

In case of injury to personnel or damage to equipment furnished as required by this subsection, liability shall be borne by the Purchaser, unless such injury or damage is caused by Government negligence.

Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the personnel and equipment required herein, the Purchaser shall be responsible for all additional cost incurred by the Government in disposing of slash including but not limited to the wages and other costs of providing federal employees and others as substitute labor force, the cost of providing substitute equipment and appropriate additional overhead expenses. If the Purchaser's failure results in a deferral of burning and new conditions necessitate additional site preparation work and/or the use of additional personnel and equipment to accomplish the planned burn, the Purchaser also shall be responsible for such additional costs.

Contributed Funds

cc. The Purchaser shall assist the Government in the disposal of slash in accordance with Sec. 41.bb. The Purchaser shall have the option of completing this work, or in lieu thereof, may make a contribution to the Bureau of Land Management in the amount of nine hundred forty three dollars and twenty five cents (\$943.25). Upon making such contribution, the Purchaser shall be relieved of the obligations set out in Sec. 41.bb. except for debris which has been buried at landings and is determined to be the source of holdover fire shall be excavated by the Purchaser with a tractor and/or hydraulic excavator as directed by the Authorized Officer. The Purchaser shall notify the Authorized Officer in writing of his intention to make this contribution prior to approval of this contract. If the Purchaser elects to make a contribution, the Authorized Officer shall establish an installment schedule of payments of the contribution.

LOG EXPORT RESTRICTION

dd. All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export under the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as (1) any logs except those of utility grade or below,

such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8-3/4) inches in thickness; (3) split or round bolts or other round wood not processed to standards and specifications suitable for end-product uses; or (4) western redcedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8-3/4) inches in thickness or less; (6) shakes and shingles. Substitution will be determined under the definition found in 43 CFR 5400.0-5(n).

The Purchaser is required to maintain and upon request to furnish the following information:

1. Date of last export sale.
2. Volume of timber contained in last export sale.
3. Volume of timber exported in the past twelve (12) months from the date of last export sale.
4. Volume of Federal timber purchased in the past twelve (12) months from date of last export sale.
5. Volume of timber exported in succeeding twelve (12) months from date of last export sale.
6. Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.

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 "Certificate as to Nonsubstitution and 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 the 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 Authorized Officer, the Purchaser shall, prior to the removal of timber from the contract area, brand with Purchaser's registered log brand at least one end of each log, bolt, or other roundwood and identify each of these by painting with highway yellow paint.

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.

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.

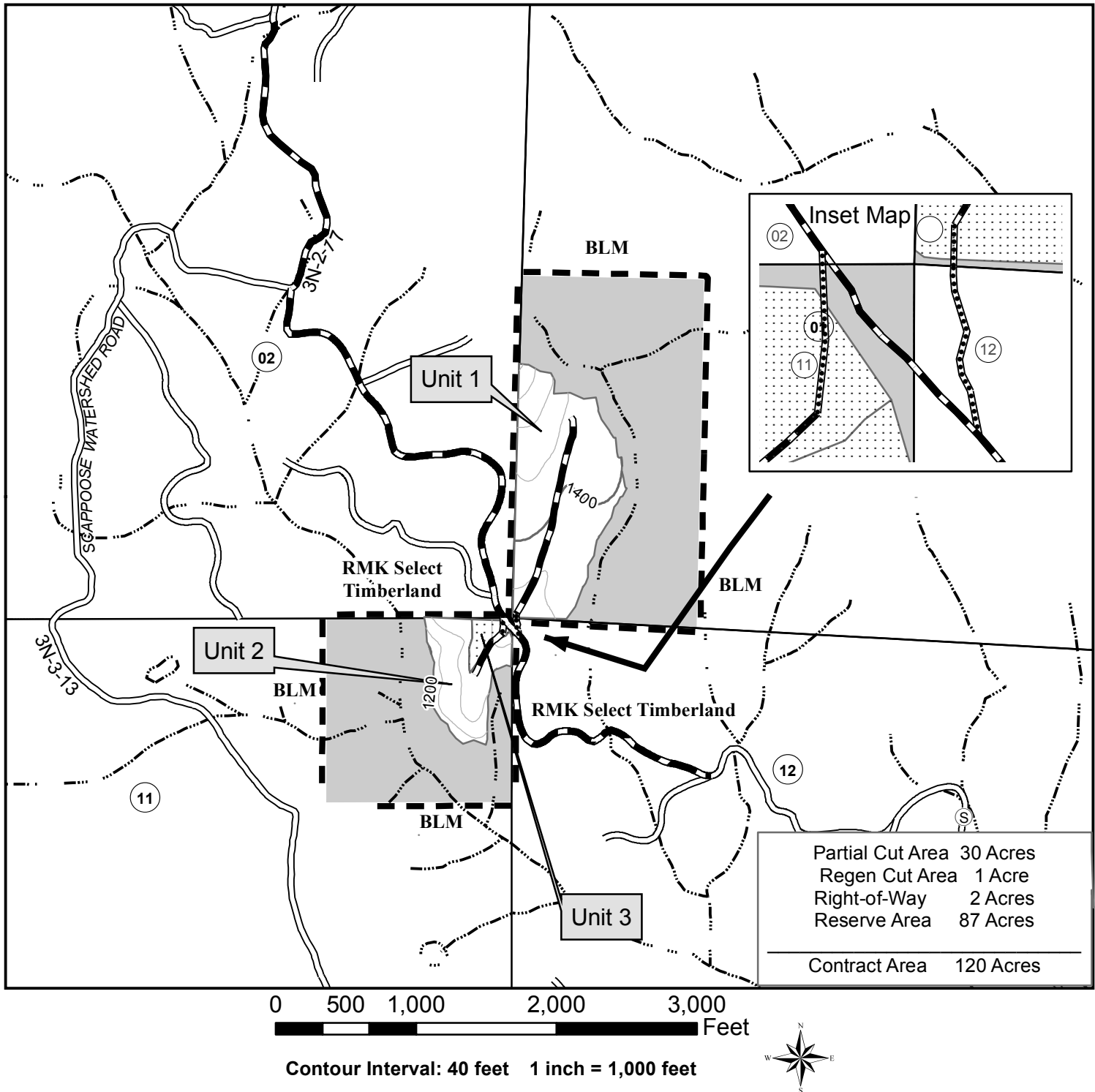
At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. Any increased costs for log branding and painting shall be the responsibility of the Purchaser.

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
TIMBER SALE CONTRACT MAP

Contract No. ORS06-TS-2014.0104
Dutch Baby Timber Sale
Exhibit A
Page 1 of 1

Date: 8/14/2014

T. 3N. R. 3W, Section 1 & 11 W. M. - SALEM DISTRICT - OREGON



Legend

- Road to be Constructed
- Road to be Renovated
- Other Roads
- Streams
- Partial Cut Area-Ground-Based Yarding
- Regeneration Area- Ground Based Yarding
- Contract Area
- Reserve Area

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. Note: Boundaries of partial cut units and rights-of-ways (ROW) are painted orange and posted. Partial cut acres do not include existing roads or previously harvested patch cuts. Acres shown on Exhibit A for partial cut have been computed using a Trimble Geo 6000 GPS Unit.

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

**EXHIBIT B
SCALE SALE PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS**

I. Total Actual Purchase Price - In accordance with Section 3.(d). 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	\$265.00

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. 40 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.(e). 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. Log scaling procedures including sample design shall be determined by the Contracting Officer in accordance with standard BLM sampling methods.

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 shall conduct check scales as set forth in the following section.

Normally a check scale shall include at least 200 short logs (20 feet or less) or at least 100 multiple-segment logs. Sample the species and defect situation as fairly as possible. Individually analyze more complex scaling situations and increase the number of logs check scaled if necessary.

The following standards shall be used to determine the proficiency of individual scalers.

Gross Scale. A variance of one and one half (1½) percent in gross scale is the standard unless otherwise justified.

Net scale. The allowable variance is as follows:

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

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 shall 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, in two or more consecutive check scales, an adjustment to the volume reported as scaled shall be made by BLM. Such adjustments shall 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 shall be applied shall 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 seven (7) days prior to starting or stopping of hauling operations performed under the contract.
2. All logs shall be painted and branded at the landing and accounted for in accordance with Sec. 41.nn of the contract. 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.
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 41.b 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 shall 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 shall 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.

7. In the event that BLM logs arrive at the log yard after daily scaling operations, an Overnight Load Control Record, Exhibit B page 5, will be completed by the Scale Site Authorized Representative. Before any BLM loads are released for scaling the BLM contract scaler or a BLM authorized representative shall complete the record and attach the form to the load receipt.

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 shall 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 shall 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
Unit 1	23	21.2	487	\$5,611.09	\$129,055.00
Unit 2	7	21.1	148	\$5,602.86	\$39,220.00
Unit 3	1	52	52	\$13,780.00	\$13,780.00
Right-of-Way	2	38.5	77	\$10,202.50	\$20,405.00
Sale Total	33	23.1	764	\$35,196.45	\$202,460.00

OVERNIGHT LOAD CONTROL RECORD	
Log Delivery Location	
Timber Sale	
1	Time and Date Load Delivered
2	Sale Name
3	Load Receipt No.
4	Number of Logs
5	Signature of Person Receiving the Load
6	Date and Time Load Released
7	Signature of Person Releasing the Load

Instructions:

1. Designated individual fills out the heading and lines 1 through 5 (including FULL SIGNATURE in ink on line 5.)
2. Contractor or BLM scaler shall fill out lines 6 and 7 (including FULL SIGNATURE in ink) when loads are released for scaling, otherwise the BLM and/or yard owner shall be required to sign.
3. Unless otherwise agreed, scaler shall attach this form to the Load Receipt.

OVERNIGHT LOAD CONTROL RECORD	
Log Delivery Location	
Timber Sale	
1	Time and Date Load Delivered
2	Sale Name
3	Load Receipt No.
4	Number of Logs
5	Signature of Person Receiving the Load
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3. Unless otherwise agreed, scaler shall attach this form to the Load Receipt.

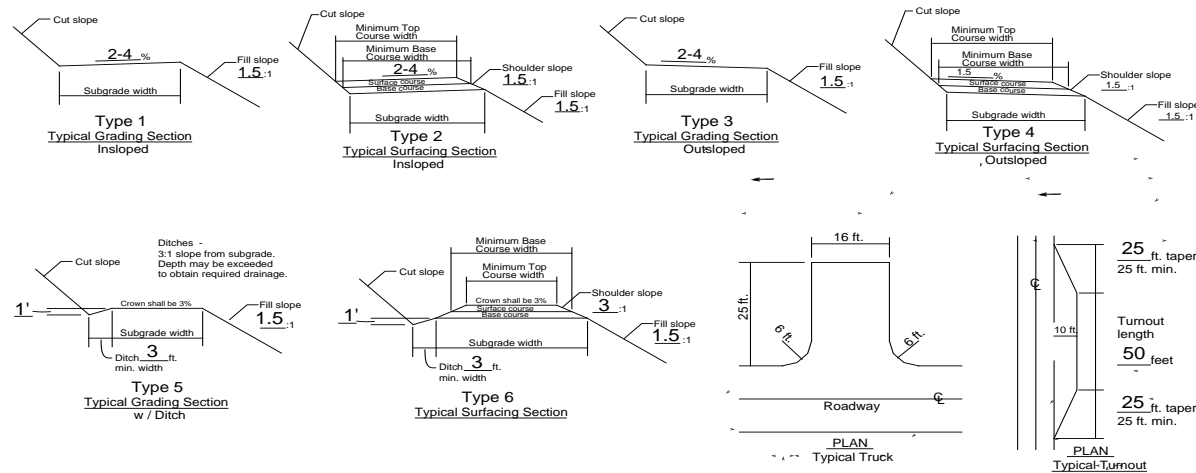
U.S. DEPT. OF THE INTERIOR
Bureau of Land Management
SALEM DISTRICT OFFICE - OREGON

TS-2014.0104
Dutch Baby Timber Sale
Exhibit C

150: ROAD PLAN AND DETAIL SHEET

Page 8 of 38

Road Number	Start Station or Milepost	End Station or Milepost	Total Length	Typical Cross Section	Min. Curve Radius	ROAD WIDTH		GRADIENT		SURFACING (*5)										Remarks
						Subgrade	Ditch	Max. Favorable	Max. Adverse	BASE COURSE					SURFACE COURSE					
										Min. Width	Comp. Depth	Surface Type (*3)	Grading Size (*3)	Number of Lifts	Min. Width	Comp. Depth	Surface Type (*3)	Grading Size (*3)	Number of Lifts	
Spur A	0+00	1+33	1+33	3		14	0													New Construction. Construct ditchouts as marked and needed in through-cuts.
Spur A	1+33	5+12	3+79	3		14	0													Renovation. Construct ditchouts as marked and needed in through-cuts. 5+12: Construct a 30' radius landing.
Spur B	0+00	1+30	1+30	3		14	0													New Construction. Construct ditchouts as marked and needed in through-cuts.
Spur B	1+30	16+43	15+13	3		14	0													Renovation. Construct ditchouts as marked and needed in through-cuts. 14+42: Construct a turnaround right. 16+43: Construct a 30' radius landing.
3N-2-17.0	0.000	1.941	1.941	6		14	2													Renovation. Grade, shape, pull ditches as needed and roll. 50 CY Crushed Spot Rock as needed. Construct <i>Loaded</i> Log Truck Turnaround at MP 0.000.
Pisgah LO/Gunners MnLn	0.000	3.200	3.200	6		16	2													Renovation. Grade, shape, pull ditches as needed and roll. 50 CY Crushed Spot Rock as needed.



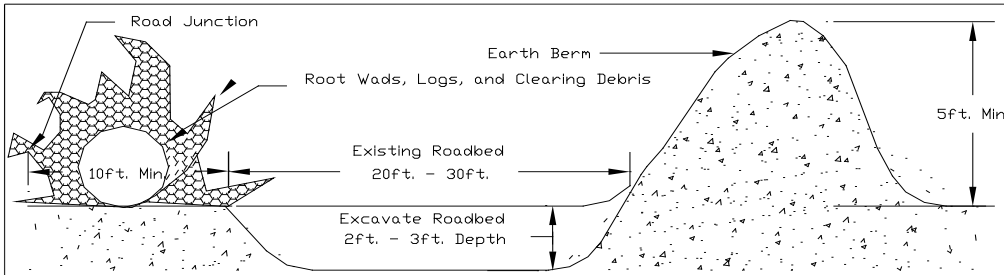
*NOTES

- Extra subgrade widths**
Add to each shoulder: 1 ft. for fills of 1-6 ft. and 2 ft. for fills over 6 ft. Widen the inside shoulder of curves as follow:
(See Road Plan Map, Exhibit C)
- Backslopes**
Materials Cut slopes Fill slopes
Solid rock 1/4:1 Angle of repose
Soft rock and shale 1/2:1
Common
Slopes under 55% 1:1 1-1/2:1
Slopes over 55% 3/4:1 1-1/2:1
Note:
Full bench construction is required on side slopes exceeding 60%.
- Surface type**
PRR - Pit run rock
GRR - Grid rolled rock
SRN - Screened rock
JRR - Jaw run rock
ABC - Aggr. base course
ASC - Aggr. surface course
WC - Wood chips
Grading
A - 3"
B - 2"
C - 3" jaw run (base course)
C - 1-1/2"
D - 1"
E - 3/4" (surface course)
- Turnouts**
Width - 10 ft. in addition to subgrade width, or as shown on the plans.
Located approximately as shown on the plans. Intervisible and not more than 750 ft. apart.
- Surfacing**
Turnouts, curve widening and road approach aprons shall be surfaced.
- Clearing width**
See Section 200
- As posted and painted for Right-of-Way:**
- Drainage**
See Culvert List
- Compaction**
See Sections 300 and 400

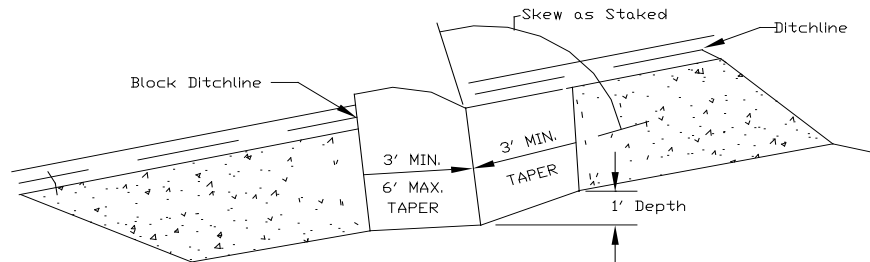
* Clearing Limits as posted on ground

U.S. DEPT. OF THE INTERIOR
 Bureau of Land Management
 SALEM DISTRICT OFFICE - OREGON

Earth Barricade, Waterdip, Drivable and Non-Drivable Waterbar Details



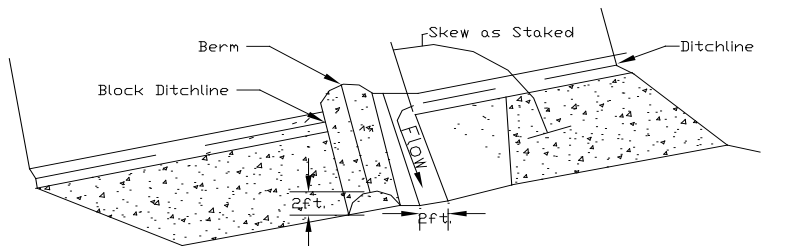
EARTH BARRICADE CONSTRUCTION



DRIVABLE WATERBAR CONSTRUCTION

NOTE:

1. DITCHLINE IS TO BE BLOCKED WITH EXCAVATED MATERIAL TO PREVENT DITCH WATER FROM BYPASSING WATERBAR.
2. EXCESS MATERIAL SHALL BE UNIFORMLY SPREAD ALONG ROADWAY. NO MATERIAL WILL BE ALLOWED BEYOND THE OUTER ROAD EDGE.

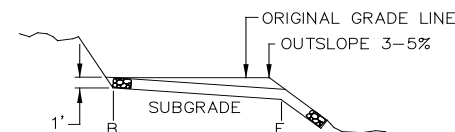
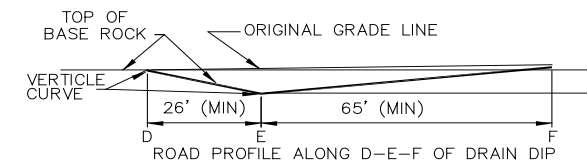
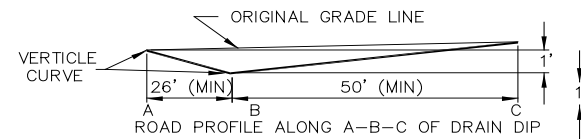
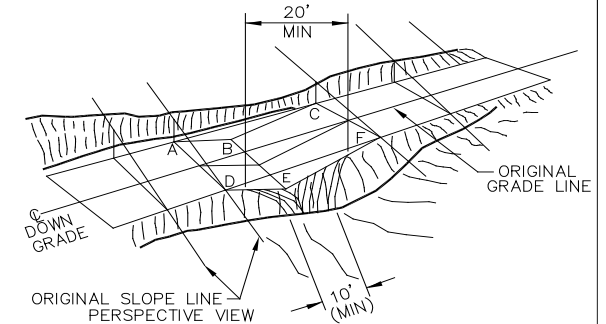


NON-DRIVABLE WATERBAR CONSTRUCTION

WATER DIP DETAIL

Not to Scale

NOTE: PLAN OF DIP SHOWN IS FOR OUTSLOPED ROLLING DIP, DIPS MAY BE EITHER INSLOPED OR OUTSLOPED. WHEN INSLOPED, DIPS SHALL DISCHARGE INTO A CULVERT, DROP INLET, OR OVERSIDE DRAIN, OR DRAINAGE DITCH. WHEN OUTSLOPED, THEY SHALL DISCHARGE INTO AN OVERSIDE DRAIN OR ON TO NATURAL GROUND. THE MINIMUM CROSS GRADE FROM "B" TO "E" IS 4% GREATER THAN THE ORIGINAL ROAD GRADE. SKEW LINE B-E TO FIT LOW POINT IN DRAW, IF LOCATED IN NATURAL DRAIN.



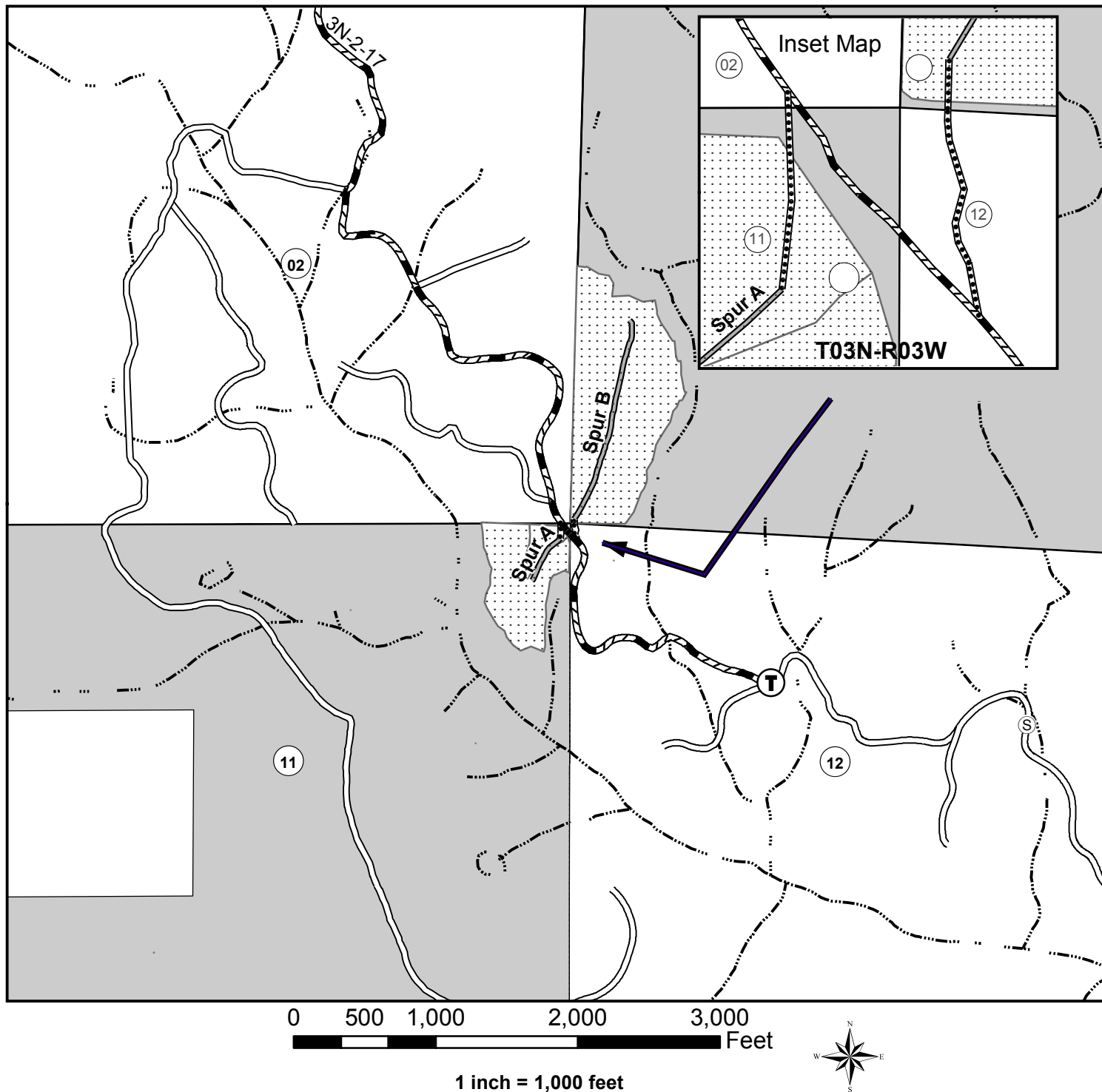
ROCK SPILL APRON 15' WIDE WITH MATERIAL AS SHOWN ON SCHEDULE OF ITEMS TO TOE OF FILL.

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
ROAD PLAN MAP

Contract No. ORS06-TS-2014.0104
Dutch Baby Timber Sale
Exhibit C
Page 19 of 22

Date: 8/14/2014

T. 3N. R. 3W, Section 1 & 11 W. M. - SALEM DISTRICT - OREGON



Legend



Loaded truck turnaround



Natural surfaced road to be constructed-Decommission after use



Existing natural surfaced road to be renovated-Decommission after use



Existing rock surfaced road to be renovated

Other Roads

Streams

Dutch Baby Project Area

BLM Land

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. Note: Boundaries of partial cut units and rights-of-ways (ROW) are painted orange and posted. Partial cut acres do not include existing roads or previously harvested patch cuts. Acres shown on Exhibit A for partial cut have been computed using a Trimble Geo 6000 GPS Unit.

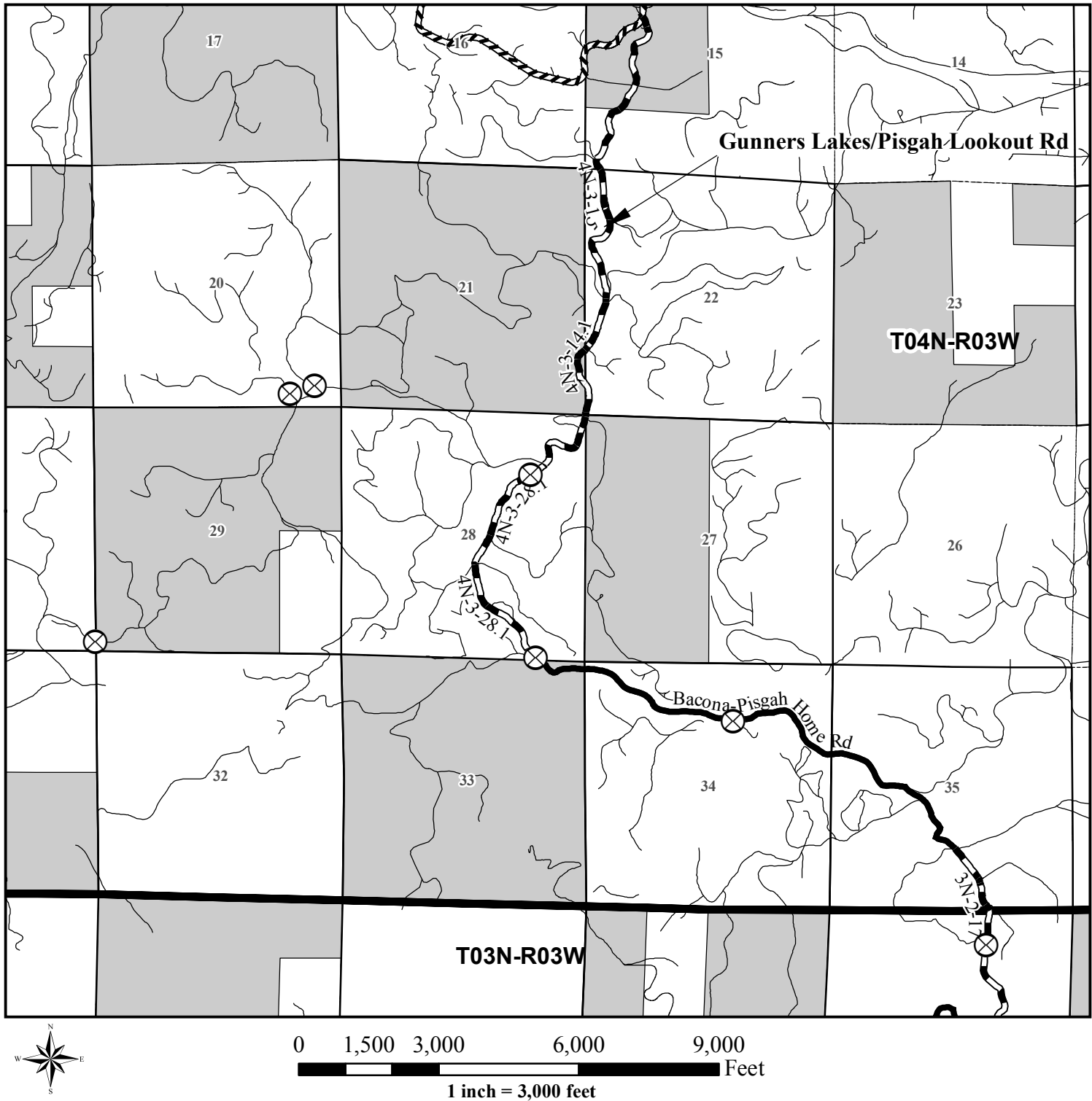
Prepared By: csween

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
ROAD PLAN MAP

Contract No. ORS06-TS-2014.0104
Dutch Baby Timber Sale
Exhibit C
Page 20 of 22

Date: 8/7/2014

T. 3N. R. 3W, Section 1 & 11 W. M. - SALEM DISTRICT - OREGON



Legend	
	Existing rock surfaced county road to be maintained
	Existing rock surfaced road to be renovated
	Scappoose Vernonia Hwy
	Gate
	Other Roads

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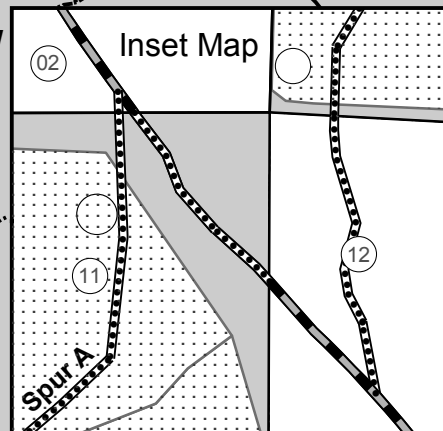
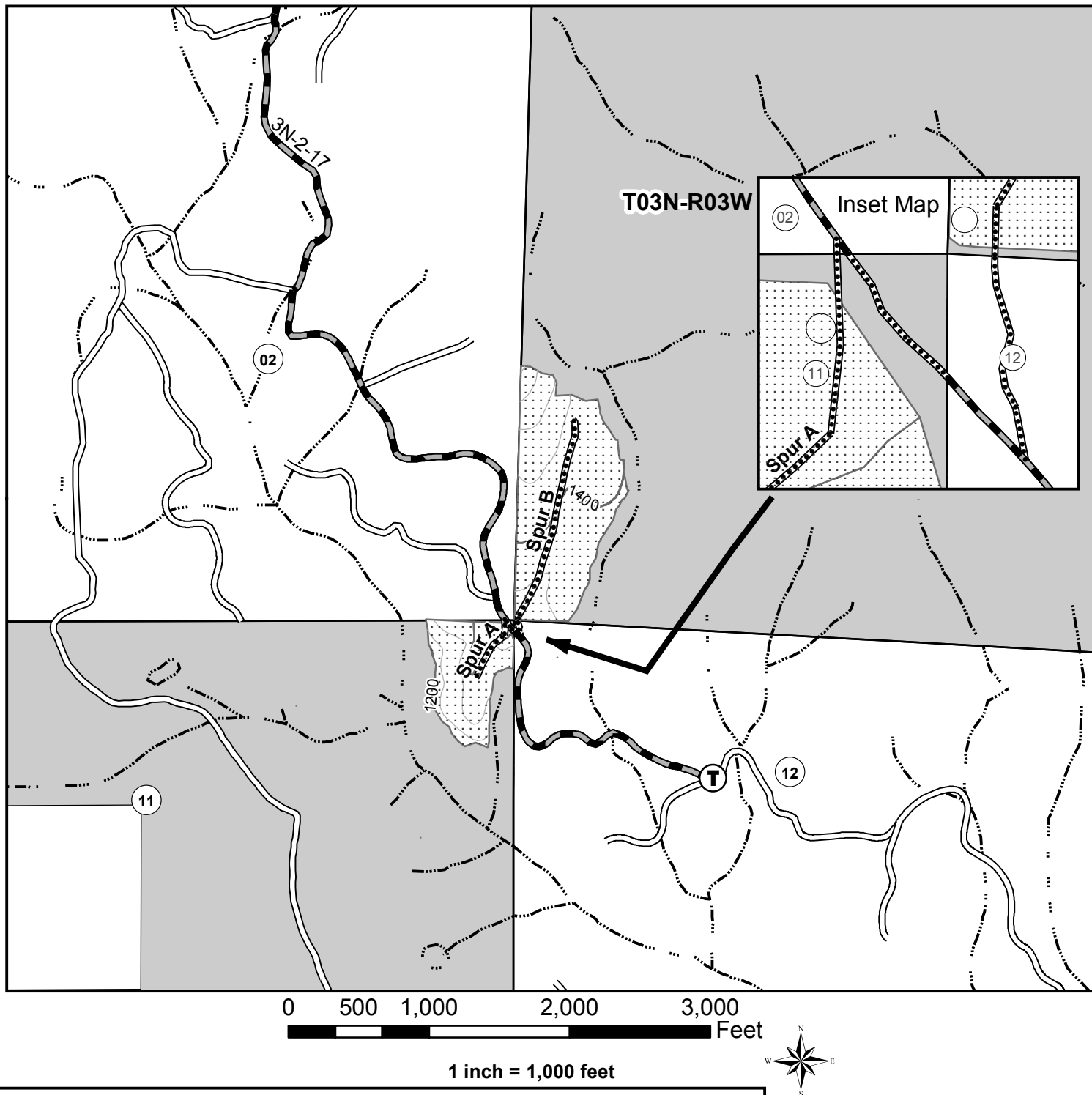
Prepared By: csween

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
MAINTENANCE AND ACCESS MAP

Contract No. ORS06-TS-2014.0104
Dutch Baby Timber Sale
Exhibit E
Page 1 of 2

Date: 8/14/2014

T. 3N. R. 3W, Section 1 & 11 W. M. - SALEM DISTRICT - OREGON



1 inch = 1,000 feet

Legend

- | | |
|--|---------------------------------------|
| Loaded truck turn around | Streams |
| BLM controlled roads-Purchaser maintenance | Partial Cut Area-Ground-Based Yarding |
| Privately controlled roads-Purchaser maintenance | BLM Land |
| Other Roads | |

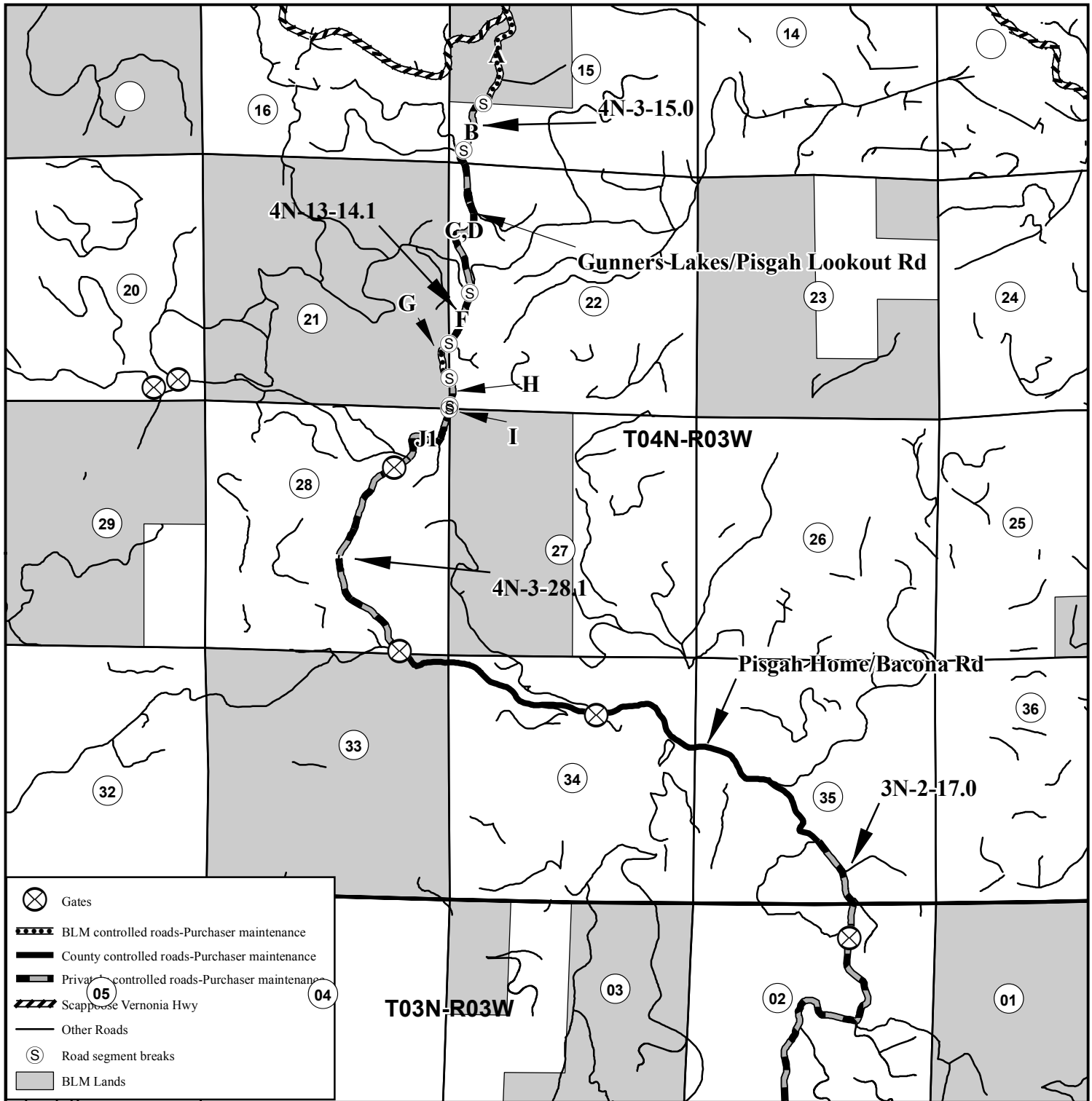
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United States Department of the Interior
BUREAU OF LAND MANAGEMENT
MAINTENANCE AND ACCESS MAP

Contract No. ORS06-TS-2014.0104
Dutch Baby Timber Sale
Exhibit E
Page 2 of 2

Date: 8/7/2014

T. 3N. R. 3W, Section 1 & 11 W. M. - SALEM DISTRICT - OREGON



0 0.425 0.85 1.7 Miles

1 inch = 3,000 feet

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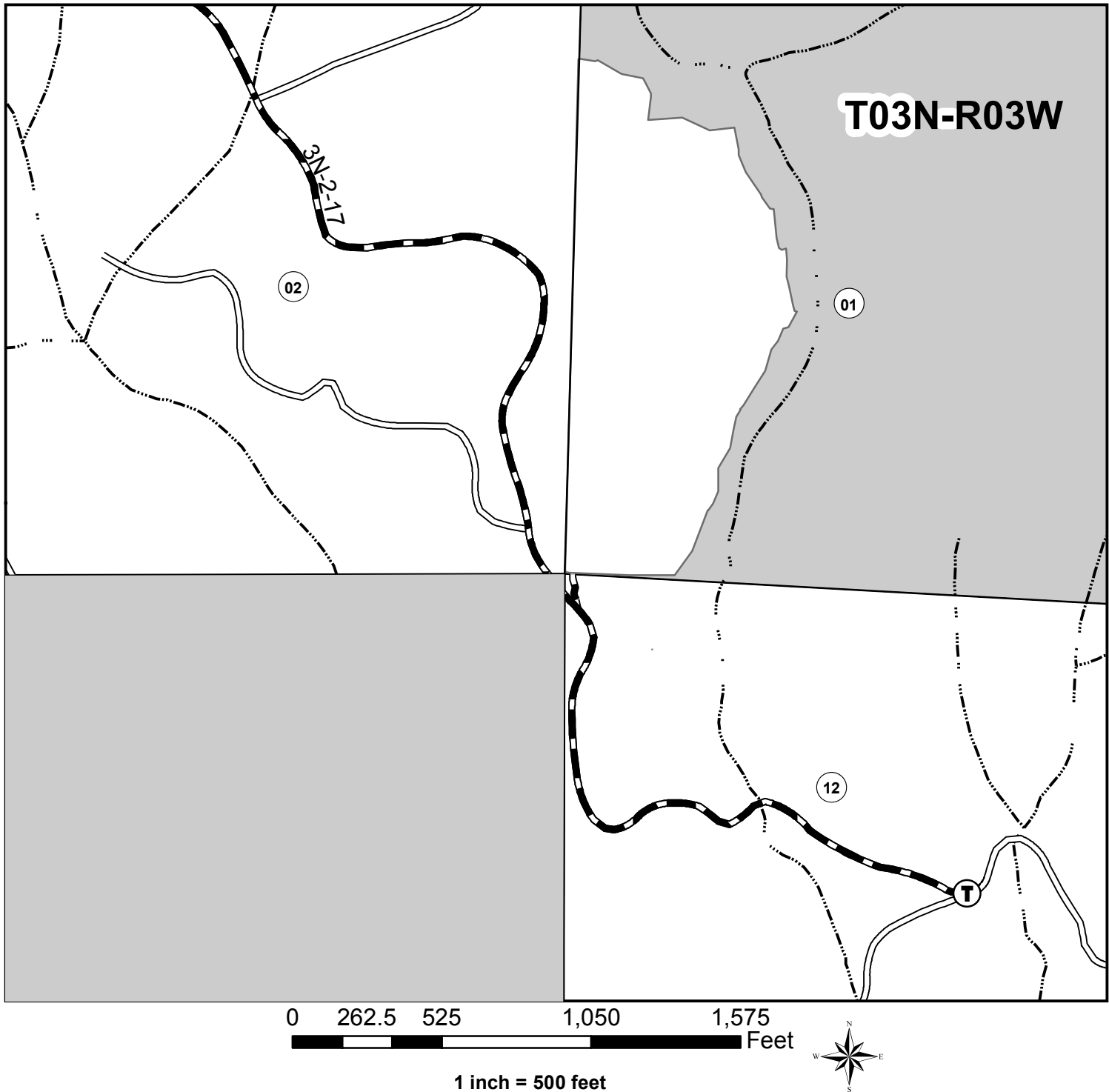
Prepared By: csween








United States Department of the Interior
BUREAU OF LAND MANAGEMENT
FIRE AND FUELS MAP

Contract No. ORS06-TS-2014.0104
Dutch Baby Timber Sale
Exhibit F
Page 1 of 1

Date: 8/14/2014

T. 3N. R. 3W, Section 1 & 11 W. M. - SALEM DISTRICT - OREGON



Legend	
	Loaded truck turnaround
	Logging Residue Reduction Area
	Dutch Baby Project Roads
	Other Roads
	Streams
	Dutch Baby Project Area
	BLM Land

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Prepared By: csween

LOGGING RESIDUE REDUCTION

a. Immediately upon completion of harvest on any individual units, logging slash at all landings shall be machine piled and site preparation that includes slashing, lopping, hand piling, and covering in the areas shown on Exhibit F will be treated as follows:

SITE PREPARATION

The Authorized Officer shall notify the Purchaser of the date work is to begin. Work shall begin within ten (10) days of such date. A pre-work meeting prior to startup of the site preparation will be required. Slashing, lopping, hand pile construction and covering of hand piles shall be completed as follows:

CONSTRUCTION AND COVERING OF LANDING PILES

1. Within thirty (30) feet (horizontal distance) of the edge of each landing, tops, and other activity generated woody debris shall be piled for burning and covered within fifteen (15) days of the removal of yarding equipment from the landing area.
2. Landing piles should be located as far as possible from green trees, to minimize damage.
3. Landing piles should be free of dirt and other non-wood debris, constructed as compactly as possible, with an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels.
4. The total surface area of each pile shall be covered at least seventy-five percent (75%) with four (4) mil. (0.004) inch thick black plastic. The plastic shall be oriented southwest to northeast. Placement of the plastic shall start two (2) feet above the ground at the southwest side of each pile and extend over the top and go one-quarter (1/4) the distance to the ground on the opposite northeast side. Woody debris shall then be placed on top of the plastic so that both sides and the middle are held in place during strong wind conditions.
5. No landing debris shall be dozed off the landing and covered with dirt.
6. If landing debris is minimal and determined by the Authorized Officer to not be a major fire hazard, the debris should be removed from the landing area and scattered on yarding corridors or skid trails to a depth not to exceed six (6) inches, as directed by the Authorized Officer.

SLASHING

1. Slashing shall be completed in all areas designated for machine piling.
2. All standing woody vegetation (brush), whips, and designated trees over one (1) foot in height shall be felled (slashed) into six (6) foot lengths. Designated trees to be slashed include Douglas-fir, grand fir, and noble fir.
3. All woody vegetation shall be completely severed from the stump(s). Stump height shall not exceed six (6) inches measured on the uphill side.
4. All western redcedar, western hemlock, and red alder trees shall be reserved and undamaged.

CONSTRUCTION AND COVERING OF MACHINE PILES

7. Within thirty (30) feet (horizontal distance) of the edge of each landing, tops, and other activity generated woody debris shall be piled for burning and covered within fifteen (15) days of the removal of yarding equipment from the landing area.
8. With the written approval of the Authorized Officer, machine piles may be constructed in areas along roads that have been designated for slash pullback. Equipment will be limited to the roadbed to avoid compaction within the harvest area.
9. Machine piles and landing piles should be located as far as possible from green trees to minimize damage.
10. Machine piles and landing piles should be free of dirt and other non-wood debris. They shall be constructed as compactly as possible with an adequate supply of finer fuels located within and under the covered area of the pile to ensure ignition of the larger fuels.
11. The total surface area of each pile shall be covered at least seventy-five percent (75%) with four (4) mil. (0.004) inch thick black plastic. The plastic shall be oriented southwest to northeast. Placement of the plastic shall start two (2) feet above the ground at the southwest side of each pile and extend over the top and go one-quarter (1/4) the distance to the ground on the opposite northeast side. Woody debris shall then be placed on top of the plastic so that both sides and the middle are held in place during strong wind conditions.
12. No landing debris shall be dozed off the landing and covered with dirt.
13. If landing debris is minimal and determined by the Authorized Officer to not be a major fire hazard, the debris should be removed from the landing area and scattered on yarding corridors or skid trails to a depth not to exceed six (6) inches, as directed by the Authorized Officer.

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

**EXHIBIT H
Designation by Prescription
Scale Timber Sale Requirements**

I. Cutting Operations

- A. The Purchaser shall notify the Authorized Officer at least 48 hours in advance of replacement or addition of a timber faller.
- B. Approved Cutting Areas - No yarding of cut timber will be allowed until the cutting operations have been approved in writing by the Authorized Officer.

II. Selection Criteria

- A. Unit Specific Basal Area Retention
 - a. Unit 1 – residual conifer basal area per acre target shall be 150 square feet +/- 20 square feet
 - b. Unit 2 – residual conifer basal area per acre target shall be 170 square feet +/- 20 square feet
 - c. Unit 3 – Regeneration unit (leave tree marked)
- B. Reserve Tree Selection Criteria
 - a. All Thinning is from below favoring the largest and healthiest trees to remain.
 - b. Acceptable residual trees are conifers having a live crown ratio of at least 30 percent, and not leaning more than 10 degrees from vertical.
 - c. Conifers less than eight (8) inches DBHOB shall not be counted when calculating the residual tree basal area listed above.
- C. Species Preference: Use the following list to choose leave trees when an option is present. The higher a tree species appears in the list indicates it being more favored to leave. For example a Bigleaf maple should be reserved over a Western redcedar or a Western hemlock should be reserved instead of a Douglas-fir.

If a choice presents itself between cutting a Western redcedar or a Douglas-fir that has significant damage the cutter can make the choice. In this case cutting either tree is acceptable.

- 1) **Bigleaf maple** (reserve all over 10" DBH)
- 2) **Western redcedar**
- 3) **Western hemlock or any tree with significant damage such as cavities, broken tops, etc.**
- 4) **Grand Fir or any tree with significant damage such as cavities, broken tops, etc.**
- 5) **Douglas-fir**
- 6) **Red alder**

III. Compliance Inspection

- A. Compliance inspection by the government will consist of visual observation of on-going cutting operations and collecting plot data after the trees have been cut. Non-compliance with the Selection Criteria shall constitute a contract violation which may result in a suspension of operations as provided in Section 10 of the contract. Plot records may include:
 - 1. Diameter and species of both cut trees (stumps) and residual trees to determine initial and residual basal area per acre.

2. The selection of residual trees and the work quality.

B. The approval level for the residual conifer basal area target for each unit shall be considered met if the average residual conifer basal area of all plots measured during one inspection is within the basal area retention specifications stated above. If this requirement falls below the approval level, a written warning will immediately be issued to the Purchaser.

C. If the Purchaser does not comply with the Designation By Prescription "Selection Criteria" of this Exhibit to the satisfaction of the Authorized Officer after a written warning has been issued, the Authorized Officer may suspend harvesting operations until corrective measures, as specified in writing by the Authorized Officer, have been taken by the Purchaser. Such corrective measures may include but are not limited to:

1. Replacement of faller(s) by the Purchaser.
2. Approval of fallers by the Authorized Officer based on fallers' satisfactory completion of a BLM test plot.

United States Department of the Interior
BUREAU OF LAND MANAGEMENT

PROJECT LOCATION MAP

T. 3N. R. 3W, Section 1 & 11 W. M. - SALEM DISTRICT - OREGON

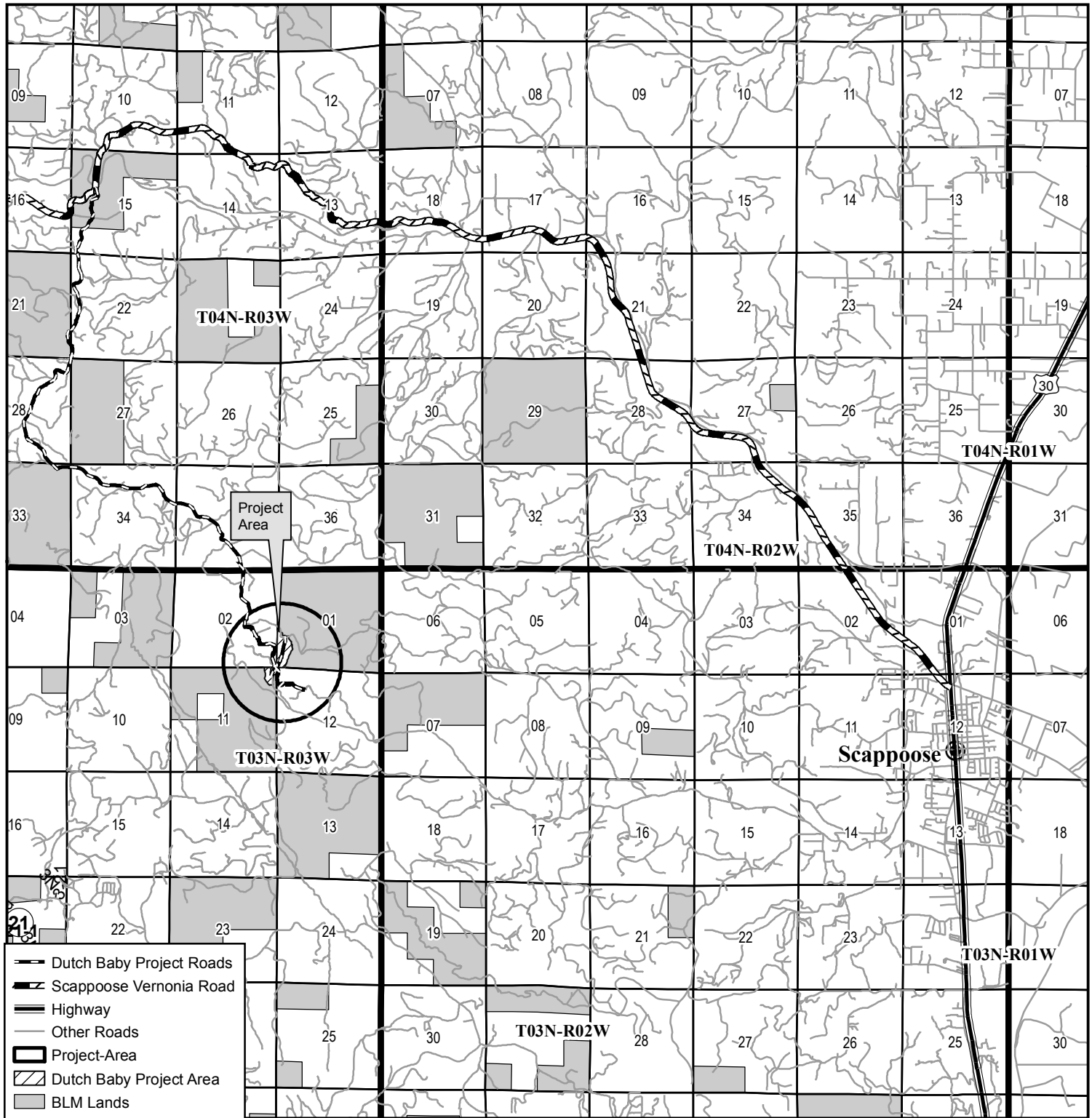
Contract No. ORS06-TS-2014.0104

Dutch Baby Timber Sale

Project Location

Page 1 of 1

Date: 8/14/2014



0 0.75 1.5 3 Miles

1 inch = 7,000 feet

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Prepared By: csween

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Timber - Sale - Summary**

Salem
Dutch Baby
TS.2014.0104

Legal Description

Forest Type	Township	Range	Section	Subdivision
O&C	3N	3W	1	W1/2, SW1/4
O&C	3N	3W	11	NE1/4 NE1/4

Cutting Volume (16' MBF)

Unit	DF								Total	Regen	Partial	ROW
1	487								487	0	23	0
2	148								148	0	7	0
3	52								52	1	0	0
RW	77								77	0	0	2
Totals	764								764	1	30	2

Logging Costs per 16' MBF

Stump to Truck	\$ 98.92
Transportation	\$ 46.47
Road Construction	\$ 35.66
Road Amortization	\$ 5.01
Road Maintenance	\$ 19.58
Other Allowances :	

Equipment Washing	\$ 0.59
Misc	\$ 4.60
Slashing	\$ 0.38
Total Other Allowances :	\$ 5.56

Profit & Risk

Total Profit & Risk	14 %
Basic Profit & Risk	11 % + Additional Risk 3 %
Back Off	0 %

Tract Features

Avg Log	Douglas-fir : 46 bf	All : 46 bf
Recovery	Douglas-fir : 97 %	All : 97 %
Salvage	Douglas-fir : 0 %	All : 0 %
Avg Volume (16' MBF per Acre)		23
Avg Yarding Slope		25 %
Avg Yarding Distance (feet)		600
Avg Age		65
Volume Cable		0 %
Volume Ground		100 %
Volume Aerial		0 %
Road Construction Stations		2.63
Road Improvement Stations		0.00
Road Renovation Stations		290.36
Road Decommission Stations		21.55

Cruise

Cruised By	Mario Salmon
Date	07/01/2014
Type of Cruise	Variable Plot/3P
County, State	Columbia, OR

Net Volume

Green (16' MBF)	764
Salvage (16' MBF)	0
Douglas-fir Peeler	0
Export Volume	0
Scaling Allowance (\$0.00 per 16' MBF)	\$0.00

Total Logging Costs per 16' MBF

\$ 211.20

Utilization Centers

Center #1 : Banks, Or	40 Miles
Center #2	0 Miles
Weighted distance to Utilization Centers	40

Length of Contract

Cutting and Removal Time	36 Months
Personal Property Removal Time	1 Months



United States of America
Department of the Interior
Bureau Of Land Management
Timber Sale Appraisal

District : Salem	Contract # : TS.2014.0104
Sale Name : Dutch Baby	Job File # : 309
Sale Date : 09/17/2014	Master Unit : Columbia
Appraisal Method : 16' MBF	Planning Unit : Tillamook

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Salem
Dutch Baby
TS.2014.0104

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	4,280	764	\$ 553.77	\$ 77.53	\$ 211.20			\$ 265.00	\$ 202,460.00
Totals	4,280	764							\$ 202,460.00

Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir				37.0	54.0	9.0

Marginal Log Volume

Species	Grade #7	Grade #8
Douglas-fir		

Appraised By : Bryant, William

Date : 08/18/2014

Area Approval By : Bryant, William

Date : 08/18/2014

District Approval By :

Date :



United States of America
Department of the Interior
Bureau Of Land Management
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**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

Salem
Dutch Baby
TS.2014.0104

Prospectus

Appraisal Method : (16' MBF)

Species	Trees	Net Volume 16' MBF	Net Volume 32' MBF	Net Volume CCF
Douglas-fir	4,280	764	636	
Total	4,280	764	636	

All Species

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
789	4,280	184	13.3	789	16,986	46

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
16,986	0	16,986	4.0	764	789	97 %

Douglas-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
789	4,280	184	13.3	789	16,986	46

Merch Logs	Cull Logs	Total Logs	Logs per Tree	Net Volume	Gross Volume	Recovery
16,986	0	16,986	4.0	764	789	97 %

Cutting Areas

Unit	Regen Acres	Partial Cut Acres	Right Of Way Acres	Total Acres
1		23		23
2		7		7
3	1			1
RW			2	2
Totals :	1	30	2	33



United States of America
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UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT EXPORT DETERMINATION	OMB CLEARANCE NO. 1004-0058 EXPIRES MAY 31, 1983	
	Location of facility where Federal Timber is expected to be processed.	
	INSTRUCTIONS Timber sale applicant forwards information to authorized officer.	
In compliance with requirements of 43 CFR 5424, <input type="checkbox"/> I <input type="checkbox"/> We hereby submit the following information:		
(1) Have you exported private timber from lands tributary to the above processing facility within the last 12 months? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, give date of last export sale.) a. Export (date)_____		
(2) Provide names of affiliates* who have exported private timber from lands tributary to the above processing facility within the last 12 months and date of last export sale. <div style="display: flex; justify-content: space-between;"> <div style="width: 55%;"> a. Affiliate_____ </div> <div style="width: 40%;"> Export date_____ </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 55%;"> b. Affiliate_____ </div> <div style="width: 40%;"> Export date_____ </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 55%;"> c. Affiliate_____ </div> <div style="width: 40%;"> Export date_____ </div> </div>		
*See 43 CFR 5424.0-5		
Name of Firm _____		
Signature of Signing Officer _____	Title _____	Date _____

(See statement on reverse)

Form 5450-17 (June 1981)

The Bureau of Land Management collects this information pursuant to the law(see 43 CFR 5400.0-3(c)).

The Bureau of Land Management uses the information to determine whether Federal timber has been substituted for exported private timber (see 43 CFR 5400.0-5(n) and 5424.0-6(c)(2)).

A Bureau of Land Management timber purchaser is obligated to report this information under provisions of the above-numbered contract (see 43 CFR 5424.1).

Agency Forest	Sale Name
Bureau of Land Management	ORS06-TS-2014.0104 Dutch Baby Timber Sale

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

The purchaser certifies, at the time of executing timber sale Contract No. ORS06-TS-2014.0104, 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

SELF CERTIFICATION CLAUSE
BIDDERS STATEMENT

The bidder represents that he ☐ is ☐ is not a small business concern as defined by Title 13, Chapter 1, Part 121 of the Code of Federal Regulations, as amended.

(Date)

(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.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Timber Sale Number

ORS06-TS-2014.0104

Timber Sale Name

Dutch Baby Timber Sale, Scale Sale

Sale date

September 17, 2014

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Bidder or Offeror (Name)	Address (include zip code)
<p>A. By submission of this bid or proposal, each bidder or offeror certifies, and in the case of a joint bid or proposal, each party thereto certifies as to its own organization, that in connection with this sale:</p> <p>1. The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or offeror or with any competitor;</p> <p>2. Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror and will not knowingly be disclosed by the bidder or offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and</p> <p>3. No attempt has been made or will be made by the bidder or offeror to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.</p> <p>B. Each person signing this bid or proposal certifies that:</p> <p>1. He is the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein and that he has not participated, and will not participate, in any action</p>	<p>contrary to A. 1 through 3 above; or</p> <p>2. (i) He is not the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to A. 1 through 3, above, and as their agent does hereby so certify; and</p> <p>(ii) He has not participated, and will not participate, in any action contrary to A. 1 through 3, above.</p> <p>C. This certification is not applicable to a foreign bidder or offeror submitting a bid or proposal for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.</p> <p>D. A bid or proposal will not be considered for award where A. 1, 3, or B., above, has been deleted or modified. Where A. 2, above, has been deleted or modified, the bid or proposal will not be considered for award unless the bidder or offeror furnishes with the bid or proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, determines that such disclosure was not made for the purpose of restricting competition.</p>
(Authorized Signature of Bidder)	Name and Title (type or print)

INSTRUCTIONS

Submit a properly completed and signed original copy of this form, with offers or bids for sales of all government-owned property to Bureau of Land Management as follows:

- A. Include with sealed bids, written quotations and written offers.
- B. At auction, at close of bidding and before award of spot bid sale.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

☐ **TIMBER or**
TIMBER AND OTHER WOOD PRODUCTS

☐ **VEGETATIVE RESOURCES**
(Other Than Timber)

DEPOSIT AND BID FOR

Name of Bidder
Tract Number ORS06-TS-2014.0104
Sale Name Dutch Baby Timber Sale, Scale Sale
Sale Notice (dated)
BLM District SALEM

<input type="checkbox"/> Sealed Bid for Sealed Bid Sale	<input type="checkbox"/> Written Bid for Oral Auction Sale
Time for opening sealed bids <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Sale commences 9:00 <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
On (date) Place	On (date) September 17, 2014 Place Salem District Office

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

Required bid deposit is **\$20,300.00** and is enclosed in the form of:
☐ cash ☐ money order ☐ cashier's check ☐ certified check ☐ bank draft
☐ bid bond of corporate surety on approved list of the United States Treasury ☐ guaranteed remittance approved by the authorized officer.

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

BID SCHEDULE – LUMP SUM SALE

NOTE: Bidders should carefully check computations in completing the Bid Schedule

BID SUBMITTED					ORAL BID MADE	
PRODUCT SPeCIeS	UNIT	eSTIMATeD VOLUMe OR QUANTITY	UNIT PRICE	TOTAL VALUe	UNIT PRICE	TOTAL VALUe
Douglas-fir	MBF	764	X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
TOTAL PURCHASE PRICE						

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

Bid submitted on *(date)*

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

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

NOTICES

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

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

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

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

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

(Continued on page 3)

(Form 5440-9, page 2)

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **PERFORMANCE BOND** –

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

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

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

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

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

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

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

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

17. **LOG EXPORT** – All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2)

cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimensions or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to “unprocessed timber”. Special reporting, branding and painting of logs may be included in contract provisions.*

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