

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
District Office
1717 Fabry Road, S.E.
Salem, Oregon 97306

ORS06-TS-2013.0102
Jane's Remains Timber Sale
Sale Date May 22, 2013

PROSPECTUS
SBA SET-ASIDE

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 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or her representative, in the timber sale room at the District Office, 1717 Fabry Road, S.E., Salem, Oregon. Written bids and deposits will be accepted beginning at 8:30 a.m. and the timber sale oral auction will commence at 9:00 a.m., on Wednesday, May 22, 2013.

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 Tillamook Headlight Herald newspaper on or about April 24, 2013. 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 sawtimber volume. No more than 30% of the advertised sawtimber 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 5430-011, 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. 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 Salem 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 5430-1

SBA Form 723

TIMBER SALE NOTICE

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 RESOURCE AREA
COLUMBIA MASTER UNIT

Sale Date: May 22, 2013

ORS06-TS-2013.0102, Jane's Remains Timber Sale

TILLAMOOK COUNTY, OREGON: O&C: ORAL AUCTION: BID DEPOSIT REQUIRED: \$59,700.00

All timber designated for cutting on LOTS 1,2,3,4, SE ¼ NW ¼, NE ¼ SW ¼, SECTION 30; T.3S. R.6W., S ½ SE ¼, SECTION 24; NE ¼, NE ¼ SE ¼, S ½ SE ¼, SE ¼ SW ¼, SECTION 25; NE ¼ NW ¼, SECTION 36, T.3S. R.7W., W.M., 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
9,138	2,338	Douglas-fir	2,900	\$205.80	\$596,820.00
9,138	2,338	Totals	2,900		\$596,820.00

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 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 16.6 inches; the average gross merchantable log contains 62 bf; the total gross volume is approximately 3,047 MBF; and 95% 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: 4 units totaling approximately 168 acres are partial cut and 1 acre is Right-of-Way. 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.

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 Salem 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.

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

LOCATION: The Jane's Remains Timber Sale is located approximately 5 air miles south west of Yamhill, Oregon in Sections 24,25,30, and 36, T. 3 S., R. 7 W. W. M. Starting in Carlton drive approximately 17 miles west on Meadow Lake Road, that will become the Nestucca Access Road. Turn left onto Bald Mountain Road and drive approximately 3 miles to Old Bald Mountain Road. Take Old Bald Mountain Road and proceed approximately two more miles to Jane Creek Road at which point refer to Exhibit A for further details

ACCESS AND ROAD MAINTENANCE: Access is provided by County and Bureau of Land Management, (BLM) controlled roads.

BLM controlled roads 3-6-13 (Nestucca Access Road) and 4-7-27 (Bald Mountain Road) used in conjunction with this sale will be maintained by BLM and will require payment of a road maintenance fee by the Purchaser to the Government in the amount of \$15,815.15 for appraised haul route towards Carlton, OR.

All other roads controlled by BLM used in conjunction with this sale will be maintained by the Purchaser and will require payment to the Government in the amount of \$4,091.39 for surface replacement fees.

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.

Alternate access is available but will require a contract modification.

During the Environmental Assessment, wet season haul was analyzed and approved for the access roads shown on Exhibit E provided adequate surfacing is placed prior to the wet season beginning.

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 P1, 400 feet, 14-foot subgrade, natural surfacing, decommission after use

2. Renovation:

Road 3-6-14.2, 1.88 miles, blade & compact surface, clean ditch, clean culverts, roadside brushing
- Place a 4" lift of 1 1/2" minus MP 0.00 – 1.88 (2290 cubic yards)

Road 3-6-30.2, 0.76 miles, blade & compact surface, clean ditch, clean culverts, roadside brushing
- Place a 4" lift of 1 1/2" minus MP 0.00 – 0.44 (550 cubic yards)
- Place a 8" lift of pitrun rock MP 0.44 – 0.76 (860 cubic yards)

Road 3-6-30.3, 0.09 miles, blade & compact surface, clean ditch, clean culverts and roadside brushing
Road 3-6-30.4, 2.33 miles, blade & compact surface, clean ditch, clean culverts, roadside brushing

- Place a 4" lift of 1 ½" minus MP 0.00 – 0.695 (850 cubic yards)
- MP 0.54 construct truck turnaround and rock with 40 cubic yards of pitrun
- MP 1.46 fill slope repair – place 10 cubic yards of riprap on fill slope
- MP 1.484 repair separated culvert – install new 42" band & place 10 cubic yards of pitrun
- MP 1.583 surface widening – place 20 cubic yards of pitrun on outside of curve

Road 3-6-30.5, 0.49 miles, blade & compact surface, clean ditch, clean culverts and roadside brushing, decommission after use

Road 3-6-30.8, 0.14 miles, blade & compact surface, clean ditch, clean culverts and roadside brushing

Road 3-6-30.9, 0.25 miles, blade & compact surface, clean ditch, clean culverts and roadside brushing, waterbar after use

3. Estimated Quantities:

- a. Clearing:
0.30 acres of new construction
- b. Culverts:
Repair separated culvert on road #3-6-30.4 by installing a new 42" band
- c. Aggregate Material:

<u>Quantity</u>	<u>Description</u>
3690 cubic yards	Crushed Rock 1 1/2" minus – construction rock
930 cubic yards	Pitrun
200 cubic yards	Crushed Rock 1 1/2" minus – maintenance rock

Rock Source: Weyerhaeuser Cedar Creek Quarry (T3S R6W section 6 NW1/4)

All rock to be used under this timber sale contract has been appraised from the Weyerhaeuser Quarry. Purchaser will be required to obtain a permit from Weyerhaeuser to purchase the rock.

OTHER

Compaction of all final subgrades will be required.

Right of way debris will be disposed of by scattering on all roads.

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

Roads P1 & 3-6-30.5 will be subsoiled to a depth of 18" inches, 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.

Seasonal Restriction Matrix

Jane's Remains Timber Sale
ORS000-TS10-101

*Restricted Times are Shaded

	Activity	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
		1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Sale Area	Falling ¹																								
	Ground-based yarding ^{1,2}																								
	Skyline yarding to dry season roads ^{1,2}																								
	Skyline yarding to extended season roads ^{1,2}																								
	Hauling (Dry season only) ²																								
	Hauling (Extended season) ²																								
Haul Routes	Road Maintenance ²																								
All roads	Road Construction and Renovation ²																								
	Road Decommissioning or subsoiling ²																								
	Instream culvert work																								

¹ Bark slip seasonal restrictions (normally May 1 – July 15) may be conditionally waived.

² Seasonal restrictions may be shortened or extended depending on weather conditions.



Time when bark slip may be conditionally waived.

TIMBER SALE CONTRACT SPECIAL PROVISIONS

Sec. 41.

RESERVED

- a. All timber in the reserve area(s) shown on Exhibit A and all trees which are on or mark the boundaries of the reserve areas and/or Right-of-Way Areas of the roads to be constructed shown on Exhibit A.
- b. All trees marked with orange paint above and below stump height in the partial cut areas shown on Exhibit A.
- c. All hardwood trees, western hemlock, noble fir and western red cedar in the partial cut areas shown on Exhibit A, unless otherwise approved by the Authorized Officer.
- d. All snags and down trees in the partial cut areas shown on Exhibit A, unless otherwise 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 prework 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. Where skyline yarding occurs through the reserve areas that buffer streams all logs must be transported completely clear of the ground. This area extends fifty (50) feet slope distance on both sides of the stream banks.

e. 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.

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

g. 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 from the adjacent skyline corridors. 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. The number of designated corridors and their locations and tail and lift trees will be approved by the Authorized Officer prior to commencement of falling operations.

h. In the "Partial Cut Area - Ground-Based" Yarding areas shown on Exhibit A, all yarding equipment shall be operated on existing skid roads to the extent feasible. Yarding shall be done so that the leading end of the log is lifted fully off the ground. Skid roads shall be spaced no closer than 150 feet unless otherwise agreed to by the Authorized Officer. Ground based skidding equipment shall not operate off of existing skid roads within 220 feet of streams.

Excavation on designated skid roads shall be limited to a maximum cut of one foot unless authorized by the Authorized Officer. The Purchaser shall directionally fall trees into the lead with the skidding direction and winch or carry to these skid roads. Skid roads shall be approved by the Authorized Officer prior to the commencement of falling operations.

i. Mechanical harvesting shall be allowed in areas approved by the Authorized Officer. All equipment operated off of existing 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, have a minimum of a 20 foot operating radius, and be approved by the Authorized Officer. All equipment operated off of skid roads shall operate on a continuous layer of slash. No more than 2 passes over the same ground shall be permitted.

j. 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. *Any reserve tree greater or equal to 20" DBH that must be cut for operational purposes shall be left on the Contract Area, unless otherwise approved 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 24 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.

6. The Government may reserve trees previously designated for cutting and removal by applying orange paint as replacements for additional trees cut and removed for skid roads and/or cable yarding roads when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescriptions. This may include the replacement of trees damaged by storm events, or insects or disease. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.

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

l. 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.

m. 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.

SEASONAL RESTRICTIONS

n. No felling and yarding operations shall be conducted between May 1 and July 15 during peak bark-slip period. This restriction may be waived by the Authorized Officer.

o. No ground-based yarding shall be conducted on the partial cut areas shown on Exhibit A between October 15 of one calendar year and June 15 of the following calendar year, both days inclusive, or during other periods of wet soil conditions as determined by the Authorized Officer. This restriction may be waived during dry soil conditions as determined by the Authorized Officer.

p. No cable yarding shall be conducted on the partial cut areas accessed by roads identified as dry season haul in Exhibit E, between October 15 of one calendar year and June 1 of the following calendar year, both days inclusive, or during other periods of wet soil conditions as determined by the Authorized Officer. This restriction may be waived during dry soil conditions as determined by the Authorized Officer.

q. No cable yarding shall be conducted on the partial cut areas accessed by roads identified as extended season haul in Exhibit E, between December 1 of one calendar year and February 15 of the following calendar year, both days inclusive, or during other periods of wet soil conditions as determined by the Authorized Officer. This restriction may be waived during dry soil conditions as determined by the Authorized Officer.

r. No road renovation, road construction, road decommissioning, sub-soiling, or road maintenance shown on Exhibit C shall be conducted between October 15 of one calendar year and June 1 of the following calendar year, both days inclusive, or during other periods of wet soil conditions as determined by the Authorized Officer. This restriction may be waived during dry soil conditions as determined by the Authorized Officer.

s. No hauling shall be conducted on dry season roads shown on Exhibit E between October 15 of one calendar year and June 1 of the following calendar year, both days inclusive, or during other periods of wet soil conditions as determined by the Authorized Officer. This restriction may be waived during dry soil conditions as determined by the Authorized Officer.

t. No hauling shall be conducted on extended season roads shown on Exhibit E between December 1 of one calendar year and February 15 of the following calendar year, both days inclusive, or during other periods of wet soil conditions as determined by the Authorized Officer. This restriction may be waived during dry soil conditions as determined by the Authorized Officer.

u. No instream work on culverts shall be conducted between September 15, of one calendar year and July 1 of the following calendar year, both days inclusive.

v. No hauling of logs, rock or equipment on weekends between Memorial Day and Labor Day both days inclusive or otherwise determined by the Authorized Officer.

ROAD CONSTRUCTION, IMPROVEMENT, RENOVATION, MAINTENANCE AND USE

w. The Purchaser shall construct natural surfaced spur P1, renovate roads 3-6-14.2, 3-6-30.2, 3-6-30.3, 3-6-30.4, 3-6-30.5, 3-6-30.8 and 3-6-30.9. All roads are to be constructed and renovated in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof.

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

y. Upon completion of operations, as required in Exhibit C, the Purchaser shall subsoil road P1 and 3-6-30.5 shown on Exhibit C. 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. All natural water courses shall be opened to prevent erosion of the road. 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.

z. 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 pay the required maintenance obligations described in Section 42.z. The Purchaser shall pay current Bureau of Land Management maintenance and rockwear fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
3-6-13 – Nestucca Access Road	5.74	BLM	Double Lane Paved
4-7-27 – Bald Mtn. Road	2.65	BLM	Single Lane Paved

aa. Provided, that the Purchaser shall pay the Government a road maintenance obligation of (\$15,815.15) for the transportation of any timber included in this contract price and/or the hauling of rock as required in Exhibit C over said road.

Unless the total maintenance amount is paid prior to commencement of operations on the contract area, payments shall be made in installments payable in the same manner as and together with payments required by Sec. 3 of this contract.

bb. 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 Section 42.bb. and pay the required rockwear obligation described in Section 42.bb. The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification of the contract.

Road No. and Segment	Length Miles Used	Road Control	Road Surface Type
3-6-14.2	1.88	BLM	Crushed Rock
3-6-30.2	0.76	BLM	Crushed Rock
3-6-30.3	0.09	BLM	Crushed Rock
3-6-30.4	2.33	BLM	Crushed Rock
3-6-30.5	0.49	BLM	Crushed Rock
3-6-30.8	0.14	BLM	Crushed Rock
3-6-30.9	0.25	BLM	Crushed Rock
P1	0.08	BLM	Natural

cc. The Purchaser shall also pay to the Government a road maintenance obligation for rockwear in the amount of (\$4,091.39) for the transportation of timber included in the contract price over road or roads listed in Section 42.aa. The amount of the rockwear shown above shall be paid prior to removal of timber from the contract area.

dd. Except for road maintenance in accordance with Section 42.aa, the Purchaser shall perform any road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract which is attached hereto and made a part hereof.

ee. The Purchaser shall be required to secure written approval to use vehicles or haul equipment over Government-owned or controlled bridges when such vehicles or equipment exceed the maximum allowable weights or dimensions established by the State for vehicles operating without a permit.

Tracked-type equipment shall not be allowed to cross over concrete-bridge decks, other concrete surfaced tructures, or asphalt surfaced roads without the proper protection of that surface. Prior approval shall be obtained from the Authorized Officer when crossing with protective devices.

Details of such equipment shall be furnished to the Authorized Officer for evaluation of load characteristics at least fifteen (15) days prior to proposed move in.

Details shall include:

- A. Axle weights when fully loaded.
- B. Axle spacing.
- C. Transverse wheel spacing.
- D. Tire size.
- E. Outside width of vehicles.
- F. Operating speed.
- G. Frequency of use.
- H. Special features (e.g., running tracks, overhang loads, etc.).

The Purchaser shall be responsible for repair of any damage to roads or structures caused by the use of overweight or overdimension or tracked vehicles or equipment: (1) without written

approval, or (2) in violation of the conditions of a written approval, or (3) in a negligent manner. The amount of actual damage shall be determined by the Authorized Officer following technical inspection and evaluation.

ENVIRONMENTAL PROTECTION

ff. If in connection with operations under this contract the Purchaser, his contractors, subcontractors, or the employees of any of them, discover, encounter, or become aware of any objects or sites of cultural value on the contract area such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Authorized Officer.

gg. In addition to the requirements set forth in Section 26 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.

hh. 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.

MISCELLANEOUS

ii. Immediately following ground-based yarding activities for any operating season, the Purchaser shall construct water bars and block skid trails as designated by the Authorized Officer.

jj. Upon completion of ground-based yarding, and pursuant to section 42 o. of this contract, the purchaser shall water-bar, place coarse woody debris and slash, and block tractor skid roads within the partial cut ground-based yarding areas shown on Exhibit A as directed by the Authorized Officer.

FIRE PROTECTION

kk. 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) Fire fighting 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 Regulated Use Closure, no smoking shall be permitted outside of closed vehicles.

LOGGING RESIDUE REDUCTION

II. Immediately upon completion of harvest on any individual units, logging slash at all landings, and slash located along designated property lines and roads will be treated as follows. See Exhibit G attached hereto and made a part hereof:

CONSTRUCTION AND COVERING OF MACHINE 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 (SW) to (NE). Placement of the plastic shall start two (2) feet above the ground at the SW side of each pile and extend over the top and go one-quarter (1/4) the distance to the ground on the opposite (NE) 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. Debris which has been buried 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.
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.

SLASH PULLBACK

7. The Authorized Officer shall notify the Purchaser of the date work is to begin. Work shall begin within ten (10) days of such date.
8. All logging slash greater than two (2) feet long and between one (1) inch and six (6) inches in diameter at the large end should be completely removed at least twenty-five (25) feet (horizontal distance) from the edges of designated property lines, and the roadbed to reduce the fire hazard. Larger material which has a portion meeting this specification must be bucked at the six (6) inch diameter and that portion pulled back. Slash shall not be piled, or windrowed. Slash shall be scattered over the site so that the slash is no more than one-foot in depth, measured from mineral soil.

mm. 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 slash pullback operations

and logging residue reduction 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, landing pile burning and fire control on the day of ignition by furnishing, at his own expense, the services of personnel and equipment on all units as shown below.

- (1) One (1) work leader (Firefighter Type 1 (FFT1)) to supervise crew and to serve as Purchaser's representative.
- (2) Five (5) person crew (Firefighter Type 2 (FFT2)) for ignition of landings with hand tools on the day of ignition.
- (3) Five (5) drip torches with fifteen (15) gallons of slash fuel (4:1 ratio of diesel to gasoline).
- (4) One (1) chain saw with fuel.

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.

LOG EXPORT RESTRICTION

nn. 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 roundwood 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.

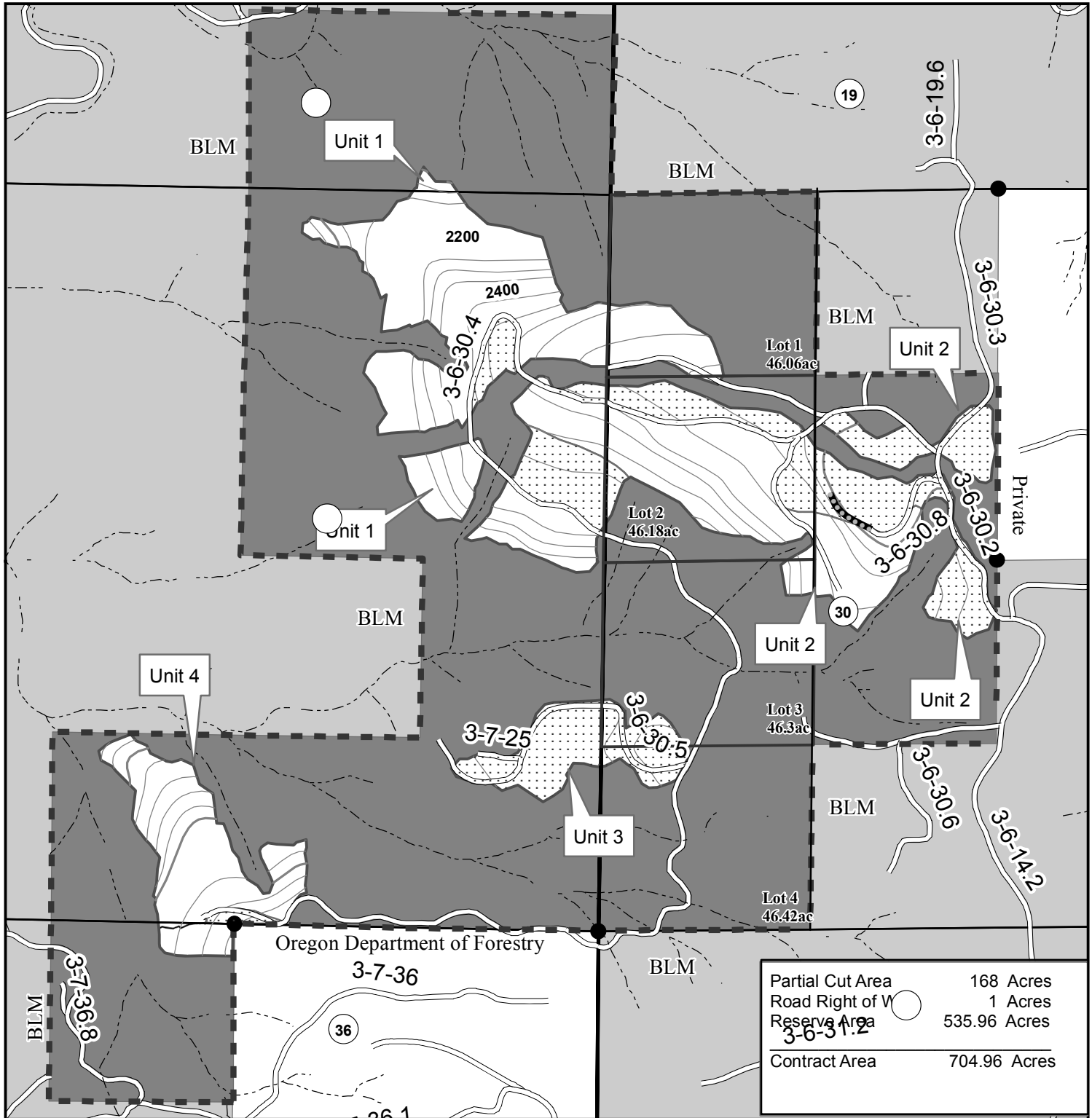
At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. Any increased costs for log branding and painting shall be the responsibility of the Purchaser.

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

Contract No. TS-2013.0102
Jane's Remains Timber Sale
Exhibit A
Page 1 of 1

T. 3S, R7W Sections 24, 25, & 36 & T. 3S, R. 6W, Section 30, W. M. - SALEM DISTRICT - OREGON

Date: 4/19/2013



0 0.125 0.25 0.5 Miles
Contour Interval: 40' 1 inch = 1,000 feet

● Corner Found	Jane's Remains Treatment Area method	Contract Area
--- Streams	Partial Cut Area - Skyline	Reserve Area
== Roads	Partial Cut Area - Ground Based	Cutting Unit Boundary
--- Right of Way: New Construction		BLM Lands

Note: Boundaries of Harvest Areas are posted and/or painted orange.

Acres shown on Exhibit A for partial cut 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.
csween 4/19/2013

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT B / PRE-SALE

5450-3

Contract No.

ORS06-TS-2013.0102

Jane's Remains

The following estimates and calculations of value of timber sold are made solely as an administrative aid for determining: (1) adjustments made or credits given in accordance with Secs. 6, 9, or 11; (2) when payments are due; and (3) value of timber subject to any special bonding provisions. The value of timber will be determined by multiplying the value per acre as shown below, times the amount of acreage as determined by the Authorized Officer, which has been cut or removed or designated for taking. Except as provided in Sec. 2, Purchaser shall be liable for total purchase price even though quantity of timber actually cut or removed or designated for taking is less than the estimated volume or quantity shown. Cutting areas are shown on **Exhibit A**.

SPECIES	ESTIMATED VOLUME OR QUANTITY (Units Specified)	PRICE PER UNIT	ESTIMATED VOLUME OR QUANTITY X UNIT PRICE
Douglas Fir	2,900.0 MBF	\$205.80	\$596,820.00
TOTALS	2,900.0 MBF		\$596,820.00

The apportionment of the total purchase price is as follows:

Unit 1 - 1

Douglas Fir	1,002.0 MBF	X	\$205.80	=	\$206,211.60
Total	1002.0 Mbf				\$206,211.60 ÷ 55.0 acres = \$3,749.30/Acre

Unit 2 - 2

Douglas Fir	1,388.0 MBF	X	\$205.80	=	\$285,650.40
Total	1388.0 Mbf				\$285,650.40 ÷ 77.0 acres = \$3,709.75/Acre

Unit 3 - 3

Douglas Fir	191.0 MBF	X	\$205.80	=	\$39,307.80
Total	191.0 Mbf				\$39,307.80 ÷ 14.0 acres = \$2,807.70/Acre

Unit 4 - 4

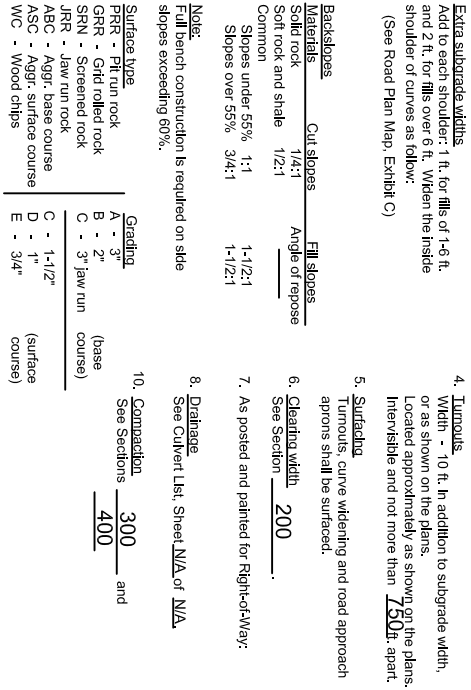
Douglas Fir	301.0 MBF	X	\$205.80	=	\$61,945.80
Total	301.0 Mbf				\$61,945.80 ÷ 22.0 acres = \$2,815.72/Acre

Unit RW - RW

Douglas Fir	18.0 MBF	X	\$205.80	=	\$3,704.40
Total	18.0 Mbf				\$3,704.40 ÷ 1.0 acres = \$3,704.40/Acre

DRS06-TS-2013.0102
Jane's Remains Timber Sale
EXHIBIT C
Sheet 9 of 21

*NOTES



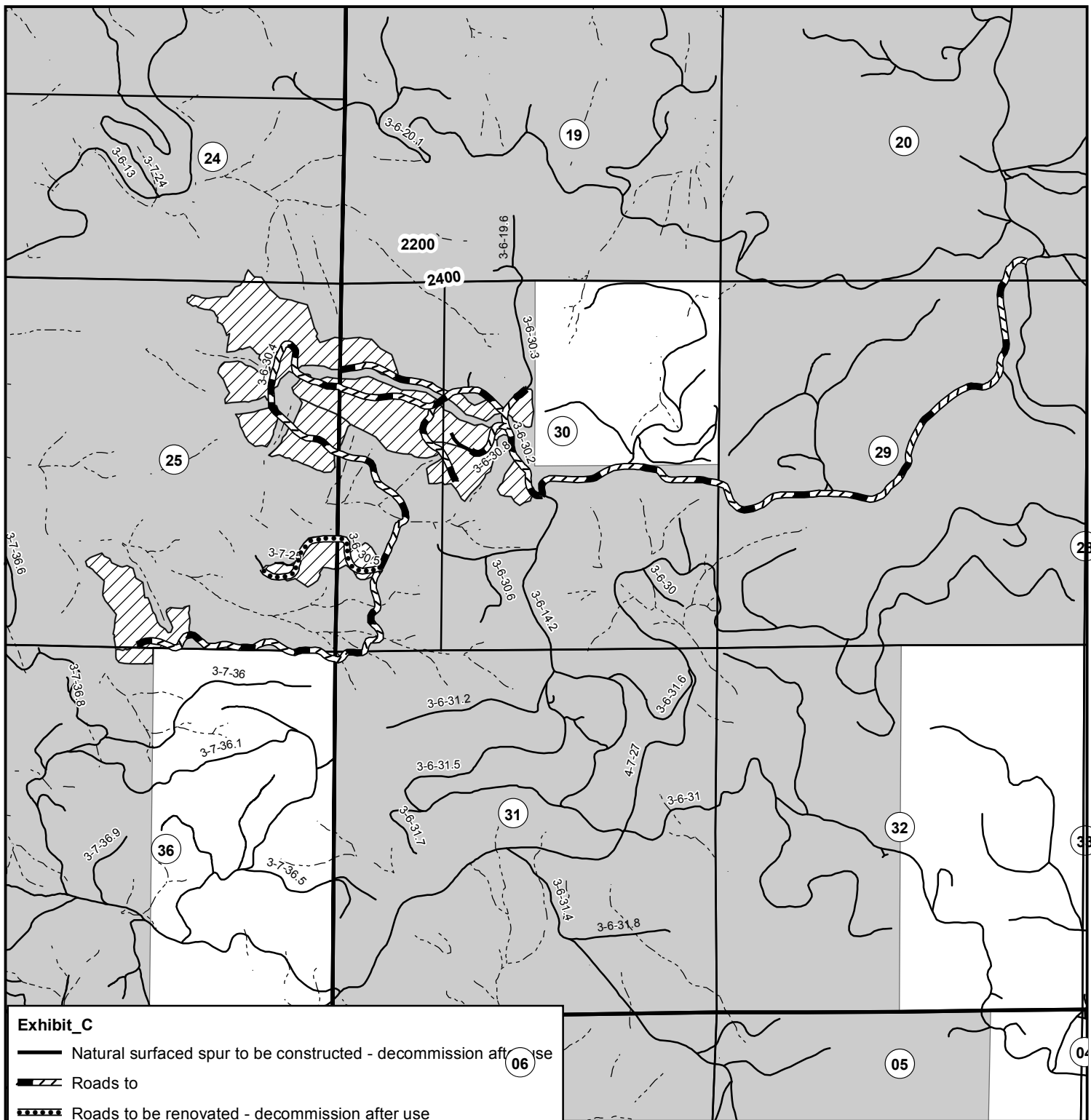
United States Department of the Interior
BUREAU OF LAND MANAGEMENT

ROAD PLAN MAP

Contract No. TS-2013.0102
Jane's Remains Timber Sale
Exhibit C
Page 18 of 21

T. 3S, R7W Sections 24, 25, & 36 & T. 3S, R. 6W, Section 30, W. M. - SALEM DISTRICT - OREGON

March 25th, 2013



Exhibit_C

- Natural surfaced spur to be constructed - decommission after use
- Roads to
- Roads to be renovated - decommission after use
- Other Existing Roads

Jane's Remains Treatment Area

- Treatment Area
- BLM Lands

1 inch = 2,000 feet

0 0.275 0.55 1.1 Miles

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.
cswen 4/3/2013



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

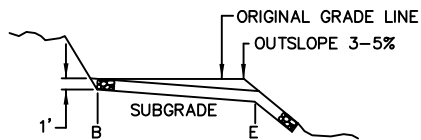
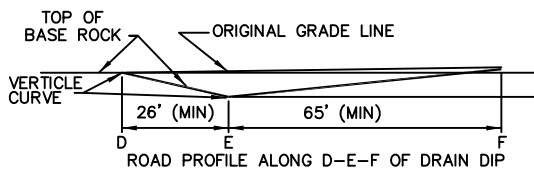
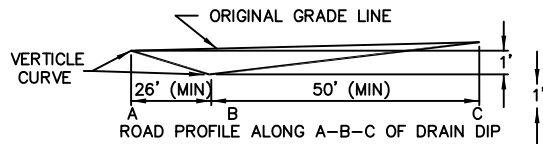
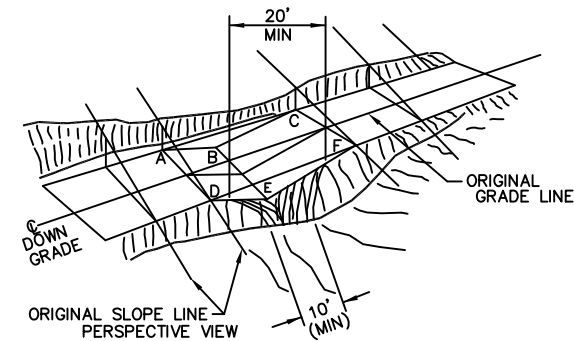
ORS06-TS-2013.0102
Jane's Remains Timber Sale
EXHIBIT C
Sheet 19 of 21

Waterbar & Earth Barricade details

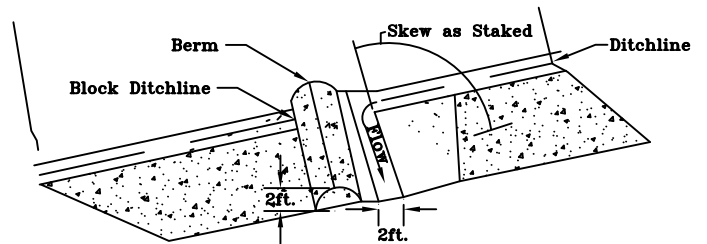
WATER DIP DETAIL

Not to Scale

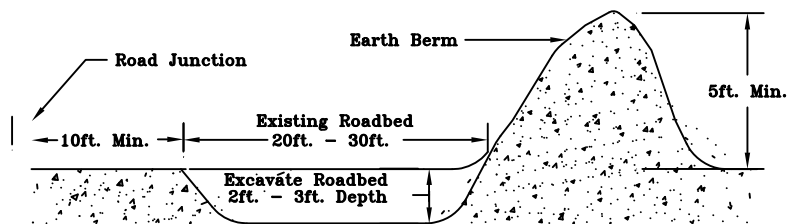
NOTE: PLAN OF DIP SHOWN IS FOR OUTSLOPED ROLLING DIP, DIPS MAY BE EITHER INSLOPED OR OUTSLOPED. WHEN INSLOPED, DIPS SHALL DISCHARGE INTO A CULVERT, DROP INLET, OR OVERSIDE DRAIN, OR DRAINAGE DITCH. WHEN OUTSLOPED, THEY SHALL DISCHARGE INTO AN OVERSIDE DRAIN OR ON TO NATURAL GROUND. THE MINIMUM CROSS 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.

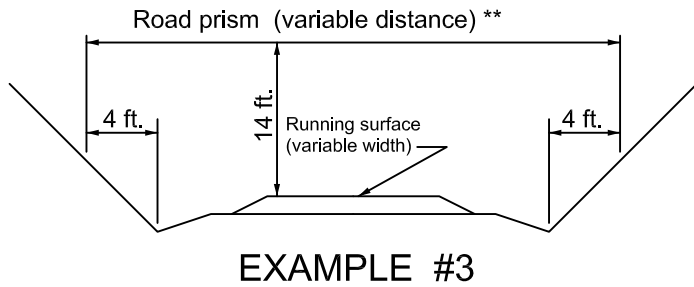
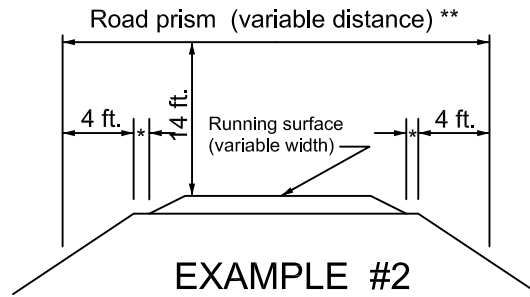
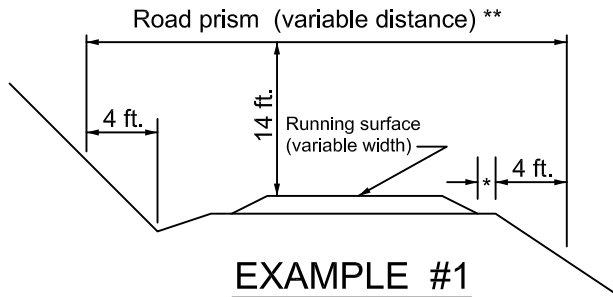


NON-DRIVEABLE WATERBAR CONSTRUCTION



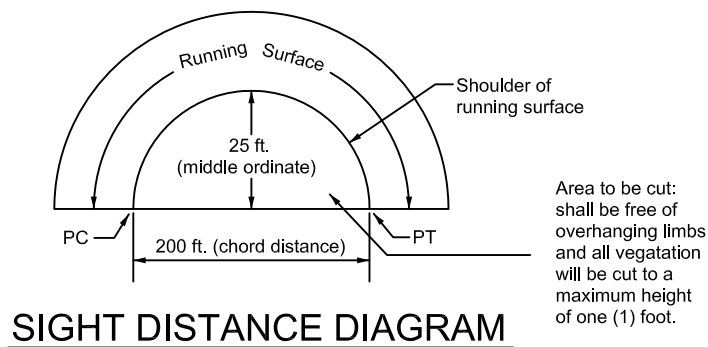
EARTH BARRICADE CONSTRUCTION
PROFILE VIEW

SALEM DISTRICT - OREGON
ROADSIDE BRUSHING
DETAIL SHEET



(NO SCALE)

- * Variable distance between running surface and start of fill slope
- ** All areas within the variable distance shall be free of all vegetation capable of growing one (1) foot in height or higher and all overhanging limbs and branches 14 feet in elevation above the running surface



Road Construction Summary

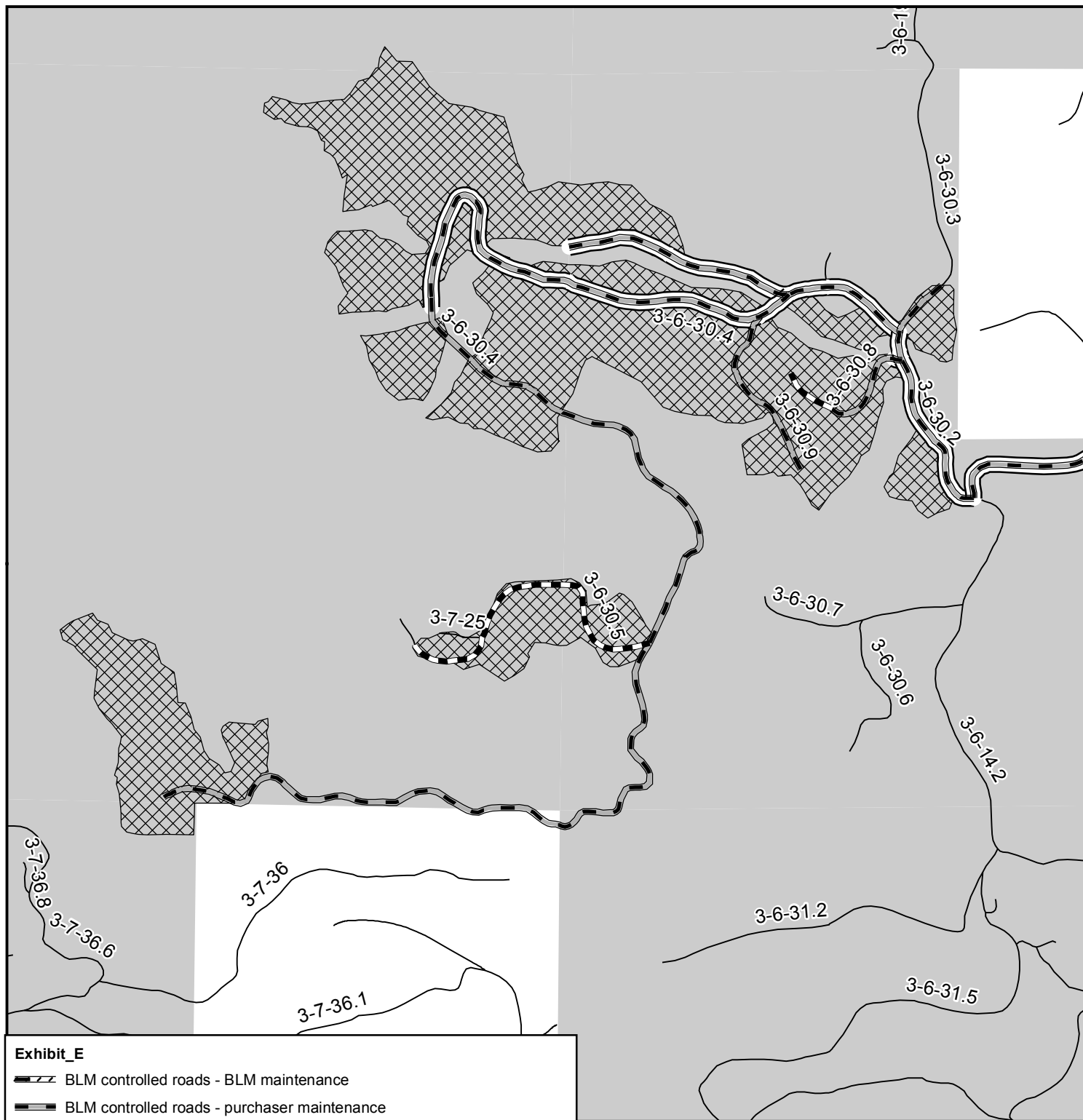
Road #	New Construction	Surface Blading	Culvert Cleaning	Ditch Cleaning	Roadside Brushing	Rocking (amount)	Culvert Replacements	NOTES
3-6-14.2		X	X	X	X	2,290 CY		Place 4" lift of 2" rock MP 0.00 – 1.88 - 2290 CY total
3-6-30.2		X	X	X	X	1,410 CY		Place 4" lift of 2" rock MP 0.00 – 0.44 - 550 CY total Place 8" lift of pitrun rock MP 0.44 – 0.76 - 860 CY total
3-6-30.3		X	X	X	X			
3-6-30.4		X	X	X	X	930 CY		Place 4" lift of 2" rock MP 0.00 – 0.695 – 850 CY total <ul style="list-style-type: none"> Construct truck turnaround at MP 0.54 & rock with pitrun rock - 40 CY total Place fill slope protection at MP 1.46 with 10 CY of riprap Repair separated culvert at MP 1.484. Install new 42" band and place 10 CY of pitrun Place surface widening at MP 1.583. Place 20 CY of pitrun on outside of curve.
3-6-30.5		X	X		X			Decommission after use by subsoiling, waterbarring & blocking
3-6-30.8		X	X	X	X			
3-6-30.9		X	X	X	X			Excavate into cutbank 5' from MP 0.17-0.19 Remove 50 CY of slide material MP 0.20 Install drivable waterbars after use
P1	X							Decommission after use by subsoiling, waterbarring & blocking

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

Contract No. TS-2013.0102
Jane's Remains Timber Sale
Exhibit E
Page 2 of 2

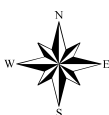
T. 3S, R7W Sections 24, 25, & 36 & T. 3S, R. 6W, Section 30, W. M. - SALEM DISTRICT - OREGON

March 25th, 2013



Exhibit_E

- BLM controlled roads - BLM maintenance
- BLM controlled roads - purchaser maintenance
- BLM controlled roads - purchaser maintenance - decommission after sale
- Extended_season_haul
- Other Existing Roads
- Cutting Unit Boundary
- BLM



0 0.125 0.25 0.5
Miles

1 inch = 1,000 feet

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.

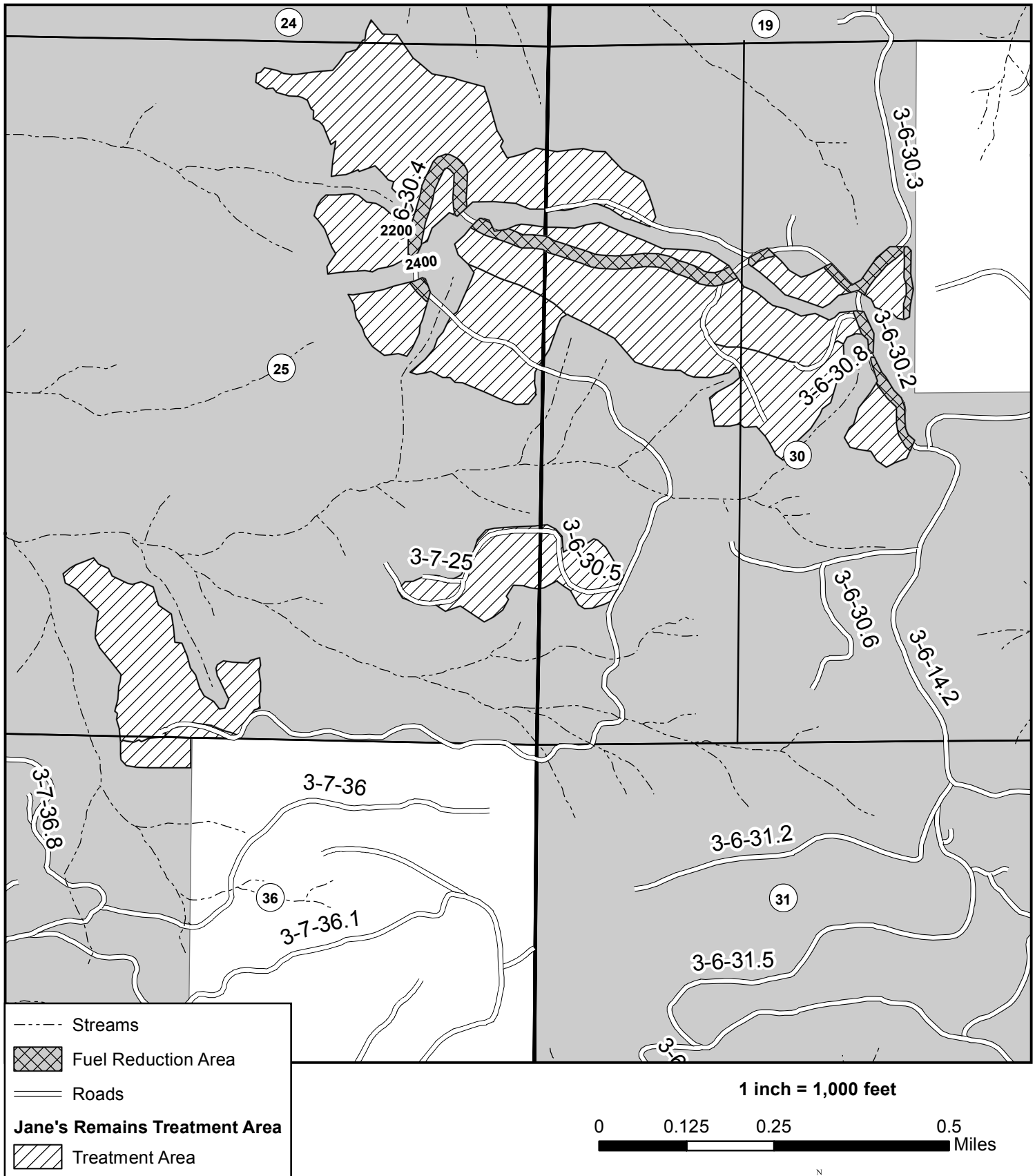
csween 3/25/2013

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

Contract No. TS-2013.0102
Jane's Remains Timber Sale
Exhibit F
Page 1 of 1

T. 3S, R7W Sections 24, 25, & 36 & T. 3S, R. 6W, Section 30, W. M. - SALEM DISTRICT - OREGON

April 3rd, 2013

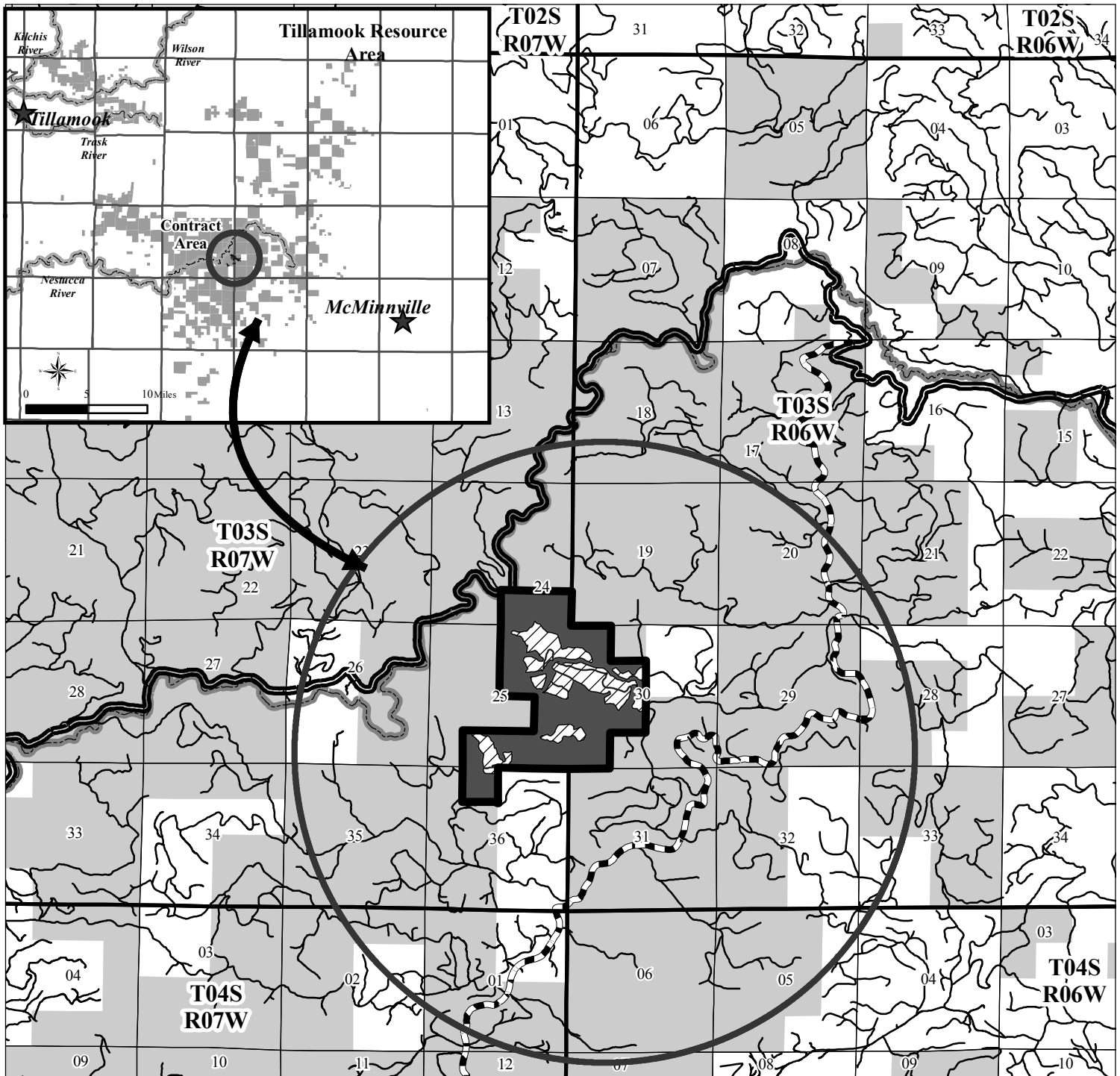


United States Department of the Interior
BUREAU OF LAND MANAGEMENT
TIMBER SALE LOCATION MAP


Contract No. TS12-101
Jane's Remains Timber Sale
Project Location
Page 1 of 1

T. 3S, R6W Sections 24, 25, & 36 & T. 3S, R. 7W, Section 30, W. M. - SALEM DISTRICT - OREGON




October 14th, 2011



0 0.5 1 2 Miles

-  Contract Area
-  Sale Units
-  Reserve Area
-  Nestucca River
-  BLM Land

Roads

-  Roads
-  Bald Mtn Access
-  Nestucca Access

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.



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

Salem
Janes's Remains
ORS06-TS-2013.0102

Legal Description

Forest Type	Township	Range	Section	Subdivision
O&C	3S	7W	24	S1/2 SE1/4
O&C	3S	7W	25	NE1/4, SE 1/4 SW1/4, NE1/4 SE1/4, S1/2
O&C	3S	7W	36	NE1/4 NW1/4
O&C	3S	6W	30	LOT 1, LOT 2, LOT 3, LOT 4, SE1/4 NW1/4, NE1/4 SW1/4

Cutting Volume (16' MBF)

Unit	DF								Total	Regen	Partial	ROW
1	1,002								1,002	0	55	0
2	1,388								1,388	0	77	0
3	191								191	0	14	0
4	301								301	0	22	0
rw	18								18	0	0	1
Totals	2,900								2,900	0	168	1

Logging Costs per 16' MBF

Stump to Truck	\$ 171.06
Transportation	\$ 66.02
Road Construction	\$ 45.20
Road Amortization	\$ 0.00
Road Maintenance	\$ 9.68
Other Allowances :	

Equipment Washing	\$ 0.16
Landing Clean-up	\$ 0.25
Misc	\$ 0.39
Piling	\$ 0.44
Road Blocking, Stumps	\$ 0.25
Slash Pullback	\$ 0.91
Water Bars/ Berms	\$ 0.41
Total Other Allowances :	\$ 2.82

Profit & Risk

Total Profit & Risk	12 %
Basic Profit & Risk	11 % + Additional Risk 1 %
Back Off	0 %

Tract Features

Avg Log	Douglas-fir : 62 bf	All : 62 bf
Recovery	Douglas-fir : 95 %	All : 95 %
Salvage	Douglas-fir : 0 %	All : 0 %
Avg Volume (16' MBF per Acre)		17
Avg Yarding Slope		45 %
Avg Yarding Distance (feet)		300
Avg Age		70
Volume Cable		69 %
Volume Ground		31 %
Volume Aerial		0 %
Road Construction Stations		4.00
Road Improvement Stations		0.00
Road Renovation Stations		313.62
Road Decommission Stations		0.00

Cruise

Cruised By	Kevin Teigland
Date	11/02/2009
Type of Cruise	PCMTRE & 3P
County, State	Tillamook, OR

Net Volume

Green (16' MBF)	2,900
Salvage (16' MBF)	0
Douglas-fir Peeler	100
Export Volume	0
Scaling Allowance (\$0.00 per 16' MBF)	\$0.00

Total Logging Costs per 16' MBF

\$ 294.78

Utilization Centers

Center #1 : Banks, Oregon	50 Miles
Center #2	0 Miles
Weighted distance to Utilization Centers	50

Length of Contract

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Salem
Janes's Remains
ORS06-TS-2013.0102

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	9,138	2,900	\$ 568.81	\$ 68.26	\$ 294.78			\$ 205.80	\$ 596,820.00
Totals	9,138	2,900							\$ 596,820.00

Log Code by Percent

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir			3.0	58.0	36.0	3.0

Marginal Log Volume

Species	Grade #7	Grade #8
Douglas-fir		

Appraised By : Bryant, William

Date : 04/04/2013

Area Approval By : Bryant, William

Date : 04/04/2013

District Approval By :

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 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 _____ b. Affiliate _____ c. Affiliate _____ </div> <div style="width: 40%;"> Export date _____ Export date _____ 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).

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-2013-0102
Sale Name JANE'S REMAINS TIMBER SALE
Sale Notice (dated) APRIL 24, 2013
BLM District SALEM

<input type="checkbox"/> Sealed Bid for Sealed Bid Sale	<input checked="" type="checkbox"/> Written Bid for Oral Auction Sale
Time for opening sealed bids <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Sale commences 9:00 <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.
On (date) Place	On (date) May 22, 2013 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

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	2,900	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.