

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

Lucky Rowell Timber Sale
ORN02-TS-2018.0205
Date: May 30, 2018

PROSPECTUS

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 NORTHWEST OREGON 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, attached. Written and oral bids will be received by the District Manager, or his 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, June 27, 2018.

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

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 Northwest Oregon District Office.

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 5430-11, a certification that the bid was arrived at by the bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. Also, Form 5450-17, Export Determination must be completed by the successful bidder. To expedite procedure, this form should be completed and submitted with the written bid.

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

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

A PERFORMANCE BOND in an amount not less than 20 percent of the total purchase price will be required for all contracts of \$2,500 or more. A minimum performance bond of not less than \$500 will be required for all installment contracts less than \$2,500.

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

PRE-AWARD QUALIFICATIONS. The high bidder may be required to furnish information to determine the ability to perform the obligations of the contract. If the high bidder is determined not qualified, responsible or refuses to respond within fifteen (15) days of a request for information pertaining to qualifications, the contract may be offered and awarded for the amount of the high bid to the highest of the bidders who is qualified, responsible, and willing to accept the contract.

LOG EXPORT AND SUBSTITUTION: All timber sales, including timber from Federal rights-of-ways, shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5420, as amended.

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 MODIFICATION, SUSPENSION OR 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 to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), or; (2) Comply with a court order, or; (3) Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines or management direction established in the ROD and RMP.

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 sale is also available online at: <https://www.blm.gov/or/resources/forests/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 Northwest Oregon District Office at 503-375-5646.

Attachments:

Form 5450-17

Form 5430-11

Form 5440-9

TIMBER SALE NOTICE

NORTHWEST OREGON DISTRICT
MARYS PEAK FIELD OFFICE
ALSEA-RICKREALL MASTER UNIT

SALE DATE: June 27, 2018

CONTRACT NO. ORN02-TS-2018.0205, LUCKY ROWELL

POLK COUNTY, OREGON: O&C: ORAL AUCTION: BID DEPOSIT REQUIRED: \$293,000.00

All timber designated for cutting on Lots 1, 2, 3, E1/2NW1/4, Section 7; T. 7 S., R. 7 W.; SE1/4, Section 12; NW1/4NE1/4, NE1/4NW1/4, Section 13; T. 7 S., R. 8 W., W.M.

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
23,884	5,120	Douglas-fir	6,335	\$407.60	\$2,582,146.00
8,012	1,033	western hemlock	1,284	\$266.60	\$342,314.40
55	15	noble fir	19	\$259.30	\$4,926.70
31,951	6,168	Totals	7,638		\$2,929,387.10

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 were based on variable plot cruise in the Partial Cut Areas and 100% cruise in the Right-of-way for estimated board foot volumes of trees in 16-foot logs. Approximately 0% of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is 14.8 inches DBHOB; the average log contains 58 bd. ft.; the total gross volume is approximately 8,001 MBF; and 95% recovery is expected.

CUTTING AREA: One unit totaling approximately 193 acres shall be partial cut and approximately 10 acres of Right-of-Way shall be cut. Acres shown on Exhibit A have been computed using a Trimble GeoXT Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

DURATION OF CONTRACT: Will be 36 months for cutting and removal of timber.

LOCATION: The Lucky Rowell Timber Sale is located approximately 5 air miles south of Grand Ronde, Oregon, off of the 6-8-13 road, in Section 7, T. 7 S., R. 7 W; Sections 12 and 13, T. 7 S., R. 8 W. Proceed up the 6-8-13 (Fire Hall) road approximately 5.5 miles, then turn onto the 7-8-2 road for approximately 2 miles and arrive at contract area. See general vicinity map for details.

***NOTE:** Access to the sale is through locked gates. Prospective bidders may obtain a key from Andy Frazier (503) 315-5979 at the Salem District Office.

ACCESS AND ROAD MAINTENANCE: Access is provided on Nestucca Forests LLC, Stimson Lumber Company and Bureau of Land Management controlled roads. In the use of Nestucca Forests LLC controlled roads – Nestucca Forests LLC maintenance, the Purchaser shall enter into a license agreement with Nestucca Forests LLC and pay to Nestucca Forests LLC a road use fee of fifteen thousand two hundred seventy-six and 00/100 dollars (\$15,276.00) and a road maintenance and rockwear fee of one hundred one thousand one hundred sixty-one and 28/100 dollars (\$101,161.28), carry liability insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000. In the use of Stimson Lumber Company controlled roads – Stimson Lumber Company maintenance, the Purchaser shall enter into a license agreement with Stimson Lumber Company and pay to Stimson Lumber Company a road use fee of fifteen thousand two hundred seventy-six and 00/100 dollars (\$15,276.00) and carry liability insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000.

In the use of Bureau of Land Management controlled roads – Purchaser Maintenance, the purchaser will be required to perform maintenance on approximately 2.80 miles of renovated and constructed roads. The Purchaser shall also pay to the Government a road maintenance obligation for rockwear in the amount of two thousand nine hundred seventy one and 64/100 dollars (\$2,971.64).

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.

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. Construction:

7-8-12.1 B Road, MP 0.24- 0.28, 16-foot subgrade with 1-foot ditch
Surfacing – Aggregate base course, depth 12 inches, usable width 15 feet.

Road P₁, 1,480 feet, 16-foot subgrade with 1-foot ditch
Surfacing – Aggregate base course, depth 8 inches, useable width 15 feet.

Road P₂, 972 feet, 16-foot subgrade with 1-foot ditch
Surfacing – Aggregate base course, depth 8 inches, useable width 15 feet.

Road P₃, 2,391 feet, 16-foot subgrade with 1-foot ditch
Surfacing – Aggregate base course, depth 12 inches, useable width 15 feet.

Road P₄, 510 feet, 16-foot subgrade with 1-foot ditch
Surfacing – Aggregate base course, depth 8 inches, useable width 15 feet.

Road P₅, 815 feet, 16-foot subgrade with 1-foot ditch

Road P₆, 1,400 feet, 16-foot subgrade with 1-foot ditch
Surfacing – Aggregate base course, depth 12 inches, useable width 15 feet.

Road P₇, 517 feet, 16-foot subgrade with 1-foot ditch

Road P₈, 385 feet, 16-foot subgrade with 1-foot ditch

2. Renovation/Improvement:

7-8-12.1 A Road, MP 0.00 – 0.24, 16-foot subgrade with 1-foot ditch

Roadside brushing; grading and compacting; erosion control; Surfacing – Aggregate base course, depth 3 inches, useable width 15 feet

7-8-12.1 C Road, MP 0.28 – 0.64, 16-foot subgrade with 1-foot ditch

Roadside brushing; culvert installation; grading and compacting; erosion control; Surfacing – Aggregate base course, depth 12 inches, useable width 15 feet

7-8-12.2 A Road, MP 0.00 – 0.09, 16-foot subgrade with 1-foot ditch

Roadside brushing; culvert installation; grading and compacting; erosion control; Surfacing – Aggregate base course, depth 12 inches, useable width 15 feet

7-8-12.2 B Road, MP 0.36 – 0.56, 16-foot subgrade with 1-foot ditch

Roadside brushing; culvert installation; grading and compacting; erosion control; Surfacing – Aggregate base course, depth 12 inches, useable width 15 feet

7-8-2 Road, MP 2.60 – 2.87, 16-foot subgrade with 1-foot ditch

Roadside brushing; grading and compacting; erosion control; Surfacing – Aggregate base course, 100 cubic yards spot rock, useable width 15 feet

3. Estimated Quantities:

Clearing and grubbing

8.2 acres

Excavation

13,077 cubic yards of common

1,740 cubic yards of end haul

Culvert and Flume:

910 feet of 24 inch CPP

27 culvert markers

Aggregate Material:

Quantity:

9,770 cubic yards

Description:

3" minus crushed rock Ex. C

Miscellaneous

Rolling - 106 hours

Brushing - 1.0 acres

Soil stabilization - 4.9 acres

Blading - 8.94 miles

Rock Source: Commercial source, or source that meets specs and is approved by the Authorized Officer

SEASONAL RESTRICTION MATRIX

Activity	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Road Renovation/ Construction/Improvement												
In-Stream Work Period												
Ground-based Yarding (tractor)												
Skyline Yarding												
Log Hauling												
Generally allowed												
Generally not allowed – or restriction applies												

Sec. 41.

RESERVED

- a. All timber on the Reserve Areas shown on Exhibit A and all painted orange and posted 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 in the Partial Cut Areas shown on Exhibit A.
- c. All trees other than Douglas-fir and western hemlock in the Partial Cut Areas shown on Exhibit A.
- d. All preexisting down logs and snags in the Partial Cut Area shown on Exhibit A, which do not present a safety hazard as determined by the Authorized Officer. All snags felled for safety reasons shall be retained on site.
- e. All trees less than seven (7) inches DBHOB not designated for cutting.

Sec. 42. Special Provisions

LOGGING

- a. Before beginning the operations on the Contract Area for the first time or after a shutdown of 7 or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of 7 or more days.
- 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 ensure protection of the environment and watershed. A pre-work conference between the Purchaser's authorized representative and the Authorized Officer must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan.
- c. Excessive damage to reserve timber, as determined by the Authorized Officer, will result in suspension of the yarding operations until mitigation measures are in place to prevent further damage as approved by the Authorized Officer.
- d. In the Partial Cut Areas shown on Exhibit A, all trees designated for cutting which are within one hundred (100) feet of the Stream Protection Zone, shall be felled away from the stream. Use of jacks, wedges, and/or tree pulling with cables or lines shall be employed when necessary to meet this requirement. Trees or portions of trees falling within any Stream Protection Zone shall be reserved from removal.

e. No trees may be felled, yarded, decked or loaded in or through the Reserve Areas shown on Exhibit A, or adjacent private land. Tops, limbs, and other logging debris entering the Reserve Areas from felling operations shall be pulled back into the Partial Cut Areas shown on Exhibit A, unless expressly authorized by other provisions of this contract.

f. In the Partial Cut Area – Skyline Yarding shown on Exhibit A, yarding shall be done with a skyline or similar cable system equipped with a slack pulling carriage capable of yarding one thousand five hundred (1,500) feet slope distance from the landing and having 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. 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 tailholds outside of Partial Cut Areas shall be required where necessary to meet this requirement. The Purchaser shall locate Skyline yarding roads as follows:

1. Skyline yarding roads shall be located perpendicular to the yarding slope unless otherwise approved by the Authorized Officer.
2. Mark the location of the skyline yarding roads on the ground with high visibility flagging in accordance with the required Logging Plan.
3. Space designated skyline yarding roads at a minimum of 150 feet apart unless otherwise agreed to in writing by the Authorized Officer.
4. Obtain written approval from the Authorized Officer of the location of all skyline yarding roads.

g. In the Partial Cut Area – Ground-based Yarding shown on Exhibit A, all yarding shall be done by equipment operated entirely on designated skid roads. Before felling and yarding any timber, except skid road right-of-way timber, in the Partial Cut Area – Ground-based Yarding the Purchaser shall locate and construct designated skid roads as follows:

1. Mark the location of the designated skid roads on the ground with high visibility flagging in accordance with the required Logging Plan.
2. Space designated skid roads at a minimum of 150 feet apart unless otherwise agreed to in writing by the Authorized Officer.
3. Obtain written approval from the Authorized Officer of the location of all designated skid roads.
4. Limit skid roads to slopes less than 35% and located perpendicular to the slope to minimize road cutting.

h. No ground-based yarding shall be conducted on the Partial Cut – Ground-based yarding shown on Exhibit A between October 16 of one calendar year and July 14 of the following calendar year, both days inclusive, or during any period of wet soil conditions as determined by the Authorized Officer.

i. 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 the 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 each skid road and/or cable yarding road 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 blue or green colored paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Sec. 3. (b). of the contract or sufficient bonding has been provided in accordance with Sec. 3. (d). of the contract.

3. The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract; or, the Authorized Officer determines that all trees other than Douglas-fir or Western hemlock trees otherwise reserved in Section 40 of the contract or any Douglas-fir tree that exceeds thirty four (34) inches diameter at breast height or Western hemlock tree that exceeds twenty eight (28) 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.

j. At all landings in the sale area, all non-merchantable logs more than six (6) inches in diameter at the small end and exceeding eight (8) feet in length, shall be decked at a location designated by the Authorized Officer.

SAFETY

k. Purchaser's operations shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties on Contract Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees, contractors and subcontractors.

In the event that the Authorized Officer identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract may be modified. If the cost of such contract modification is of a substantial nature (\$2,000.00 or more), the Purchaser may request, in writing, an adjustment in the total contract purchase price specified in Section 2 of the timber sale contract, as amended, to compensate for the changed conditions.

Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA and Transportation standards no later than the pre-work meeting and prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or

weather conditions and shall be covered or removed when not needed. Flagmen and devices shall be as specified in state OSHA and Transportation standards for logging roads or the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) published by the U.S. Department of Transportation – Federal Highway Administration. Included in the Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit A Map.

ROAD CONSTRUCTION, RENOVATION, MAINTENANCE AND USE

l. The Purchaser shall improve approximately 3,444 feet of road, renovate approximately 3,213 feet of road and construct approximately 8,120 feet of road in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof.

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

n. No road renovation, improvement or construction shall be conducted on the Contract Area shown on Exhibit A between November 1 of one calendar year and April 30 of the following calendar year, both days inclusive, or during other periods of wet soil conditions as determined by the Authorized Officer.

o. No instream work shall be conducted on the Contract Area shown on Exhibit A between October 16 of one calendar year and June 30 of the following calendar year, both days inclusive, or during other periods of wet conditions as determined by the Authorized Officer.

p. The Purchaser is authorized to use the roads shown on Exhibit E for the removal of Government timber sold under the terms of this contract and the hauling of rock as required in Exhibit C, provided that the Purchaser pay the required maintenance obligation for road maintenance and rockwear described in Section 42.q., Section 42.s. and Section 42.t. Any road shown on Exhibit E and requiring improvement or renovation in Exhibit C of this contract, shall be maintained by the Purchaser until receiving written acceptance of the improvement or renovation from the Authorized Officer.

q. The Purchaser shall pay the Government a road maintenance obligation for rockwear of two thousand nine hundred seventy one and 64/100 dollars (\$2,971.64) for the transportation of timber included in the contract area for the use of Purchaser maintained roads. If the total road maintenance obligation for rockwear does not exceed five hundred and 00/100 dollars (\$500.00), the Purchaser shall pay such amount in full prior to use of such roads. If the total road maintenance obligation for rockwear exceeds five hundred and 00/100 dollars (\$500.00), the Authorized Officer shall establish an installment schedule of payments of the maintenance obligation for rockwear.

r. The Purchaser shall perform any required road repair and maintenance work on the roads identified as Purchaser maintenance, under the terms of Exhibit D, Road Maintenance Specifications, of this contract, which is attached hereto and made a part hereof.

s. In the use of Road Nos. 7-8-2, 7-8-11.1, 7-8-12.1, and 7-8-12.4, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. S-905A dated May 8th, 2012 between the United States of America and Nestucca Forests LLC. This document is available for inspection at the Northwest Oregon District Office. These conditions include:

1. Payment of a road use obligation of fifteen thousand two hundred seventy six and 00/100 dollars (\$15,276.00) to Nestucca Forests LLC, payable at the time indicated in the License Agreement.
2. Payment of a road maintenance obligation of one hundred one thousand one hundred sixty one and 28/100 dollars (\$101,161.28) to Nestucca Forests LLC, payable at the time indicated in the License Agreement.
3. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a properly signed copy of the executed License Agreement.
4. Default by the Purchaser of said Right-of-Way and Road Use Agreement, or any License Agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision.

t. In the use of Road No. 6-8-13 (Fire Hall), the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. S-905 dated November 6th, 1981 between the United States of America and Stimson Lumber Company. This document is available for inspection at the Northwest Oregon District Office. These conditions include:

1. Payment of a road use obligation of fifteen thousand two hundred seventy six and 00/100 dollars (\$15,276.00) to Stimson Lumber Company, payable at the time indicated in the License Agreement.
2. Prior to the use of said road, the Purchaser shall furnish the Authorized Officer a properly signed copy of the executed License Agreement.
3. Default by the Purchaser of said Right-of-Way and Road Use Agreement, or any License Agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision.

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

v. With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users of roads included in Exhibit E; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users of these roads.

w. The Purchaser shall be required to secure written approval to use vehicles or haul forest products and equipment over Government owned or controlled roads when such vehicles or equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit or if vehicles meet allowable non-permitted State vehicle weights, but the haul route crosses a structure or segment of road that is posted for reduced weights. The Purchaser agrees to abide by any special requirements included in said written approval.

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

Details shall include:

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

The Purchaser shall be responsible for repair of any damage to roads or structures caused by the use of overweight or over-dimension vehicles or equipment: (1) without written approval; (2) in violation of the conditions of a written approval; or, (3) in a negligent manner. The amount of actual damage shall be determined by the Authorized Officer following a technical inspection and evaluation.

ENVIRONMENTAL PROTECTION

x. In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall complete grass seeding on exposed soil on all skyline roads, ground-based skid roads, landings, and any other exposed soil caused by contract obligations as directed by the Authorized Officer. Grass seed and suitable equipment to apply seed shall be furnished by the Purchaser.

Seed to be supplied shall meet the following requirements:

<u>SPECIES</u>	<u>RATE</u>
Red Fescue (<i>Festuca rubra</i>)	100%
Oregon Certified Seed (Blue Tag)	
Purity	95% minimum
Germination	85% minimum
Noxious Weed Content	None (Tested: None Found)

The Purchaser shall apply grass seed uniformly on the designated areas at a rate equal to forty (40) pounds per acre. Evidence of seed certification shall be furnished to the Authorized Officer prior to application. Grass seed which has become wet, moldy or otherwise damaged shall not be provided.

y. In addition to the requirements set forth in Sec. 26 of this contract, in order to reduce or prevent the spread of noxious weeds to BLM lands, all road construction, piling, and ground-based logging equipment including loaders shall be cleaned of all plant parts and soil prior to entry onto BLM lands. Equipment shall be inspected by the Authorized Officer at a site approved by the Authorized Officer to verify that the equipment had been reasonably cleaned prior to entry onto BLM lands.

z. Immediately following ground-based yarding activities for any operating season, the Purchaser shall construct water bars, as shown on Exhibit C, on ground-based skid roads and block them to vehicular traffic as directed by the Authorized Officer. The location of water bars shall be approved by the Authorized Officer prior to construction.

aa. The Purchaser shall immediately discontinue specified construction or harvesting operations upon written notice from the Authorized 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 prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Northwest Oregon 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, or management direction 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 , or management direction established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Section 3.a. of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, et seq.).

Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3.a. of the contract within 15 days after the bill for collection is issued, subject to Section 3.i. 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, prevent incidental take of northern spotted owls in accordance with the ROD and RMP, protect occupied marbled murrelet sites in accordance with the ROD and RMP, protect species that have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, marbled murrelet occupied site protection in accordance with the ROD and RMP, survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

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

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraphs, based on an alleged breach of any duty to the Purchaser, whether express or implied, in regard to the manner in which the Government defended the litigation which resulted in the court order affecting the operation of the contract. This waiver also extends to any claims based on effects on the operation of the contract that arise from litigation against another agency. Furthermore, the Purchaser specifically acknowledges and agrees that a court ruling that the Government violated the Administrative Procedures Act cannot be interpreted, in itself, to mean that the Government had not acted reasonably in regard to its duties to the Purchaser under this contract.

FIRE PREVENTION

bb. Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in construction or logging operations under this contract during the fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer. Purchaser shall take such measures for prevention and suppression of fire on the contract area and other adjacent Government lands used or traversed by Purchaser in connection with operations as are required by applicable laws and regulations. However, when in the opinion of the Authorized Officer, weather and other conditions affecting fire incidence and control make special precautions necessary to protect the contract area and said Government lands, Purchaser shall take such additional or other fire prevention and control measures as may be required by the Authorized Officer. The Purchaser shall comply with Oregon Department of Forestry Industrial Fire Precaution Level (IFPL) I Fire Season requirements. 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.

LOGGING RESIDUE REDUCTION

cc. In addition to the requirements of Sec. 15 of this contract, and notwithstanding the Purchasers satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the States willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measure(s) required by this contract: Perform logging residue reduction and site preparation work on approximately five (5) acres of harvest area located in the harvest units. The required work shall consist of any treatment or combination of treatments, as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer. Prior to commencement of any operation under this Section of the contract, a slash disposal and pre-work conference between the purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. The number of acres of each treatment shall be determined by the Authorized Officer. All slash disposal shall be done in accordance with the plans developed at this pre-work conference. Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of purchasers operations under the terms of this contract.

1. Pile and burn landing slash within thirty (30) feet of the edge of each landing, all tops, broken pieces, limbs and debris more than one (1) inch in diameter at the large end and longer than three (3) feet in length shall be piled within fifteen (15) days of completion of hauling logs from that landing. Landing piles shall be kept free of dirt and located adjacent to roads at least twenty (20) feet from any Reserve Tree and/or as directed by the Authorized Officer. Upon completion of landing piling, the Purchaser shall prepare the landing piles for burning by securely covering each landing pile by securely covering each pile with .004 inch thick polyethylene plastic film at least 20 feet wide. Landing piles shall be 75 percent covered with the covering extending three-quarters of the way down all sides. The plastic shall be oriented southwest to northeast.

Pieces of burnable material shall be placed on top of the plastic to secure it from moving and to prevent it from blowing off during strong wind episodes. The Purchaser is required to furnish the covering materials. The timing of this covering work shall be in accordance with instructions from the Authorized Officer. 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, at the Purchaser's expense, with a tractor and/or hydraulic excavator as directed by the Authorized Officer. If the structure of the landing piles will not permit adequate consumption of piled debris by burning, the Purchaser shall re-pile them at the direction of the Authorized Officer.

dd. Notwithstanding the provisions of Sec. 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning and mop-up assistance as required herein and measures required in Section 42.cc. The Purchaser shall, under supervision of the Authorized Officer or designated representative, assist in preparing units for burning, burning, mop-up, and patrol by furnishing, at the Purchaser's own expense, the services of personnel and equipment on each unit as shown below:

1. For Igniting, Burning, Mop-up of Piles on Units:

a. One work leader(s) Firefighter Type 1 (FFT1) qualified according to National Wildfire Coordinating Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1) to supervise crew and equipment operations, and to serve as Purchaser's representative.

b. One Firefighter Type 2 (FFT2) qualified according to National Wildfire Coordination Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1, with sufficient fuel for burning, two (2) drip torches, one (1) power saw, and one (1) backpack pump, one (1) tool for each crew member.

c. The crew shall arrive on the project area with radios capable of inter-crew communications and communication with a BLM representative at a ratio of one (1) radio per every five (5) crew members.

d. All ignition and mop-up personnel will be directly supervised by a BLM representative.

Aircraft and pilots used for Logging Residue Reduction or the suppression of escaped fires from Logging Residue Reduction operations, shall be acquired from a list of aircraft and pilots approved (i.e., carded for these specific activities) by the Office of Aircraft Services or the U.S. Forest Service. This list is available from BLM District Offices upon request.

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.

Except as provided hereafter for fire escapement, the Purchaser shall continue the required assistance in mop up on each cutting unit shown on Exhibit A for seventy-two (72) hours, as directed by the Authorized Officer within a five (5) day period commencing at 8:00 a.m. the day following the completion of ignition in that unit, or until released from such service by the Government, whichever occurs first.

In event of a fire escapement, the Purchaser's personnel and equipment shall, under supervision of the Authorized Officer, take action to control and mop up the escaped fire until released from such service by the Government. If it becomes necessary to use furnished personnel and equipment for the suppression of a fire which escapes from the prescribed fire area for a period beyond the remainder of the day in which the fire escapes, 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 situations where an escaped fire is controlled and contained by an adequate fire break (i.e., trail, road, stream, rock formation, etc.), the Government may permit the Purchaser to remove personnel for that day; provided that all mop up work on the escaped fire is included with mop up work on the prescribed fire area. In such an event, the Purchaser must sign a statement of agreement to complete mop up work on all escaped fire areas concurrently with mop up work on the prescribed fire area.

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 personnel and equipment to accomplish the planned burn, the Purchaser also shall be responsible for such additional costs.

LOG EXPORT RESTRICTION

ee. All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs, except those of utility grade or below, such as sawlogs, peeler logs; and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards or specifications suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American 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; or (6) shakes and shingles.

Substitution will be determined under the definition found in 43 CFR 5400.0-5.

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 the 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 Form 5460-16 (Certificate as to Non-substitution and the Domestic Processing of Timber). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

In the event an affiliate of the Purchaser has exported private timber within twelve (12) months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in 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. The purchaser shall also provide a current, interim Log Scale and Disposition of Timber Removed Report (Form 5460-15) upon request by the Authorized Officer at any time during the contract period for cutting and removal specified in Section 4 of this contract as amended. In addition, the Purchaser is required under the terms of this contract to retain for a three-year period from the date of termination of the contract the records of all sales or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management.

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

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

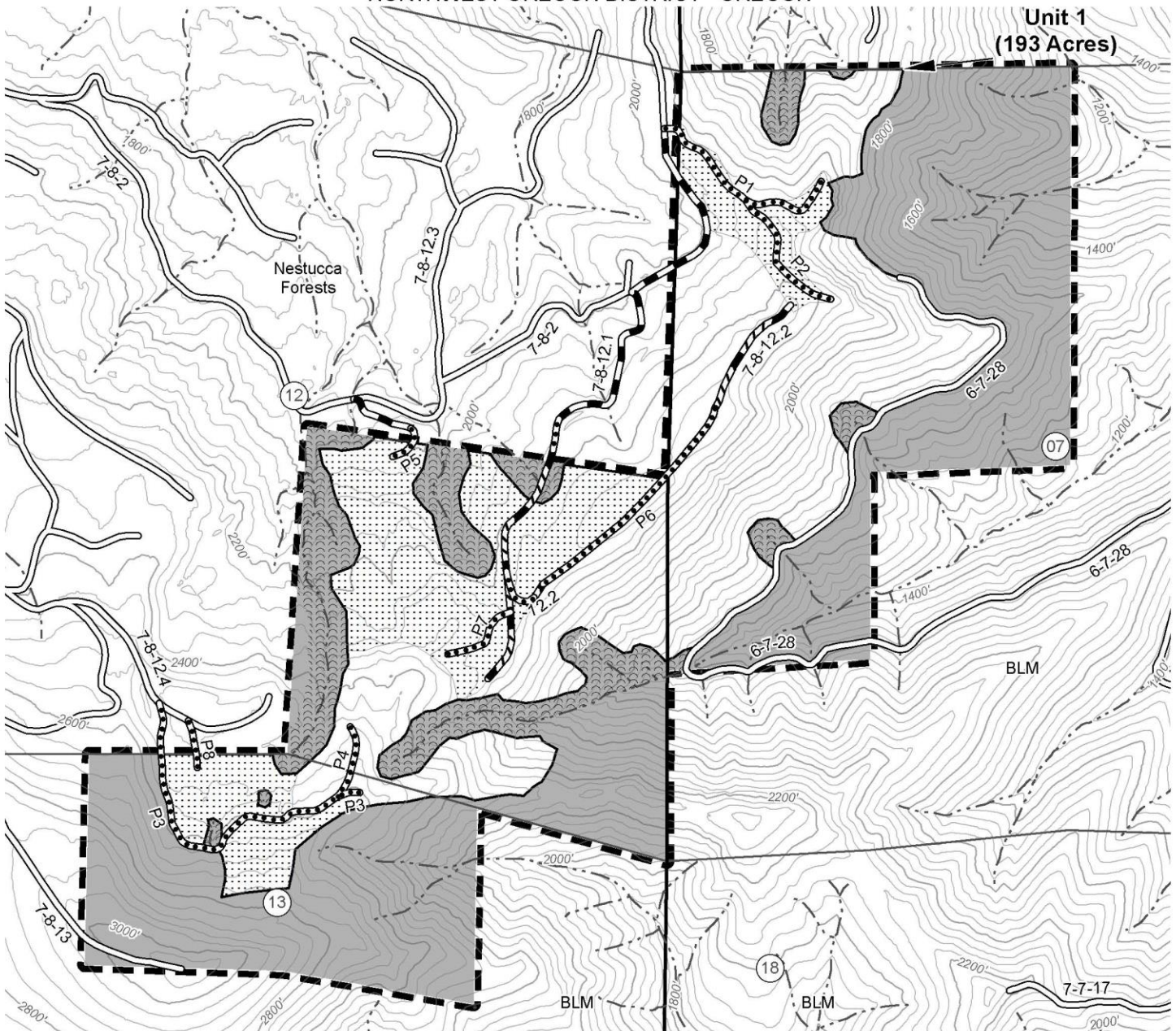
At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. Any increased costs for log branding and painting shall be the responsibility of the Purchaser.

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

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Northwest Oregon District - Oregon

Lucky Rowell
EXHIBIT A
Sheet 1 of 1

TIMBER SALE CONTRACT MAP - ORN02-TS-2018.0205
T. 7 S. - R. 7 W., Section 7, T. 7 S. - R. 8 W., Sections 12, 13 W.M.
NORTHWEST OREGON DISTRICT - OREGON



Contour Interval: 40ft (LiDAR)

- | | | |
|------------------------|---|------------------------|
| Road to be Constructed | Partial Cut Area - Ground-Based Yarding | Boundary Contract Area |
| Road to be Improved | Partial Cut Area - Skyline Yarding | Boundary Cutting Area |
| Road to be Renovated | | Reserve Area |
| Existing Road | | |
| Stream | | |
| Stream Protection Zone | | |



Partial Cut Area	193.00 Acres
Right of Way Area	10.00 Acres
Reserve Area	214.18 Acres
Total Contract Area	417.18 Acres

NOTES: Boundary of Partial Cut Areas are painted orange and posted. Unit acres do not include existing roads or Rights-of-Way. Acres shown on Exhibit A have been computed using a Trimble Geo XT Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT B / PRE-SALE

5450-3

Contract No.

ORN02-TS-2018.0205

Lucky Rowell

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	6,335.0	MBF	\$407.60	\$2,582,146.00
Western Hemlock	1,284.0	MBF	\$266.60	\$342,314.40
Noble Fir	19.0	MBF	\$259.30	\$4,926.70
TOTALS	7,638.0	MBF		\$2,929,387.10

The apportionment of the total purchase price is as follows:

Unit 1

Douglas Fir	5,704.0 MBF	X	\$407.60 =	\$2,324,950.40	
Western Hemlock	1,173.0 MBF	X	\$266.60 =	\$312,721.80	
Total	6877.0 Mbf			\$2,637,672.20	193.0 acres = \$13,666.70/Acre

Unit RW1

Douglas Fir	137.0 MBF	X	\$407.60 =	\$55,841.20	
Western Hemlock	74.0 MBF	X	\$266.60 =	\$19,728.40	
Noble Fir	4.0 MBF	X	\$259.30 =	\$1,037.20	
Total	215.0 Mbf			\$76,606.80	3.0 acres = \$25,535.60/Acre

Unit RW2

Douglas Fir	338.0 MBF	X	\$407.60 =	\$137,768.80	
Western Hemlock	25.0 MBF	X	\$266.60 =	\$6,665.00	
Noble Fir	14.0 MBF	X	\$259.30 =	\$3,630.20	
Total	377.0 Mbf			\$148,064.00	5.0 acres = \$29,612.80/Acre

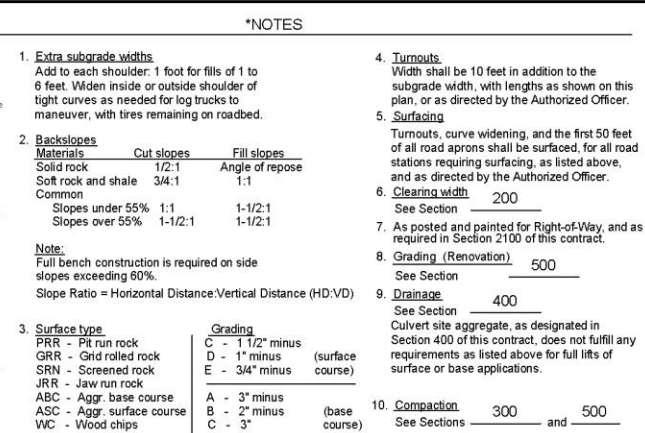
Unit RW3

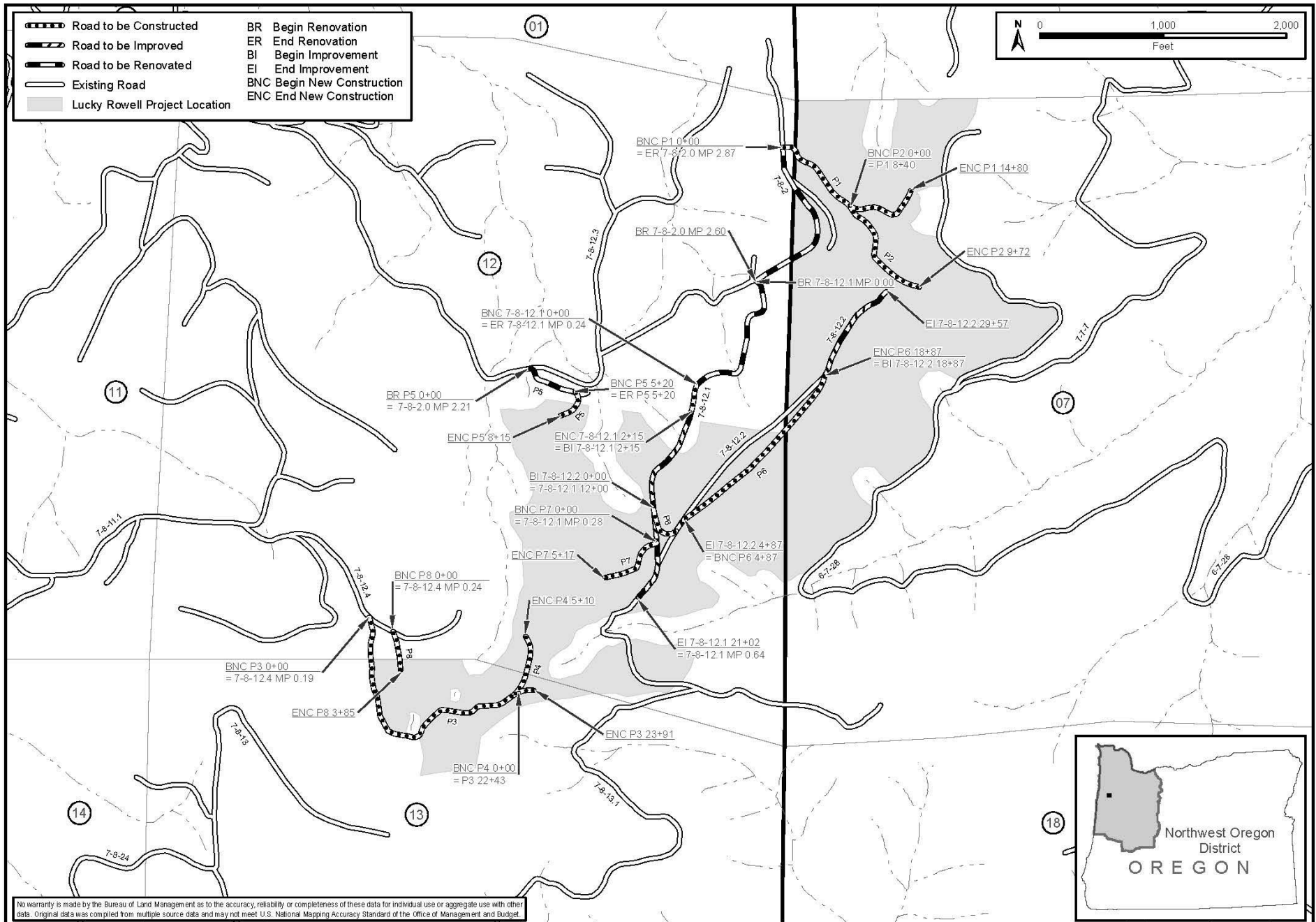
Douglas Fir	156.0 MBF	X	\$407.60 =	\$63,585.60	
Western Hemlock	12.0 MBF	X	\$266.60 =	\$3,199.20	
Noble Fir	1.0 MBF	X	\$259.30 =	\$259.30	
Total	169.0 Mbf			\$67,044.10	2.0 acres = \$33,522.05/Acre

Sale Name Lucky Rowell
Contract No. ORN02-TS-2018.0205

Sheet 8 of 35

Note: Maintenance rock of 500 cy, meeting Section 1000 specifications, shall be placed on haul route throughout the life of the timber sale. Not required for road acceptance under Section 18 of this contract.

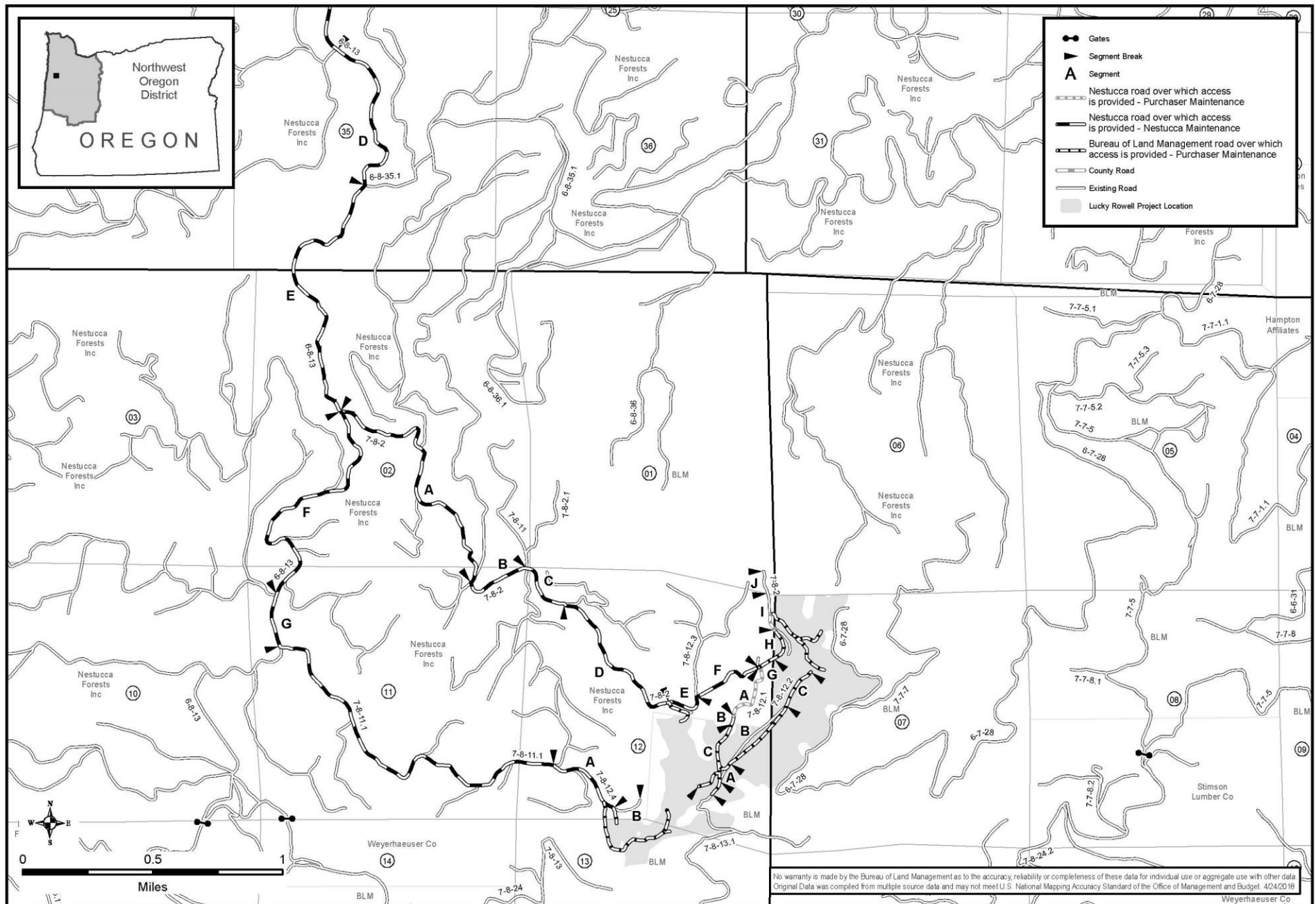






UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Road Use and Maintenance Map
T. 7 S., R. 7 W., Section 7, T. 7 S., R. 8 W., Sections 12, 13 W.M.

Lucky Rowell
ORN02-TS-2018.0205
EXHIBIT E



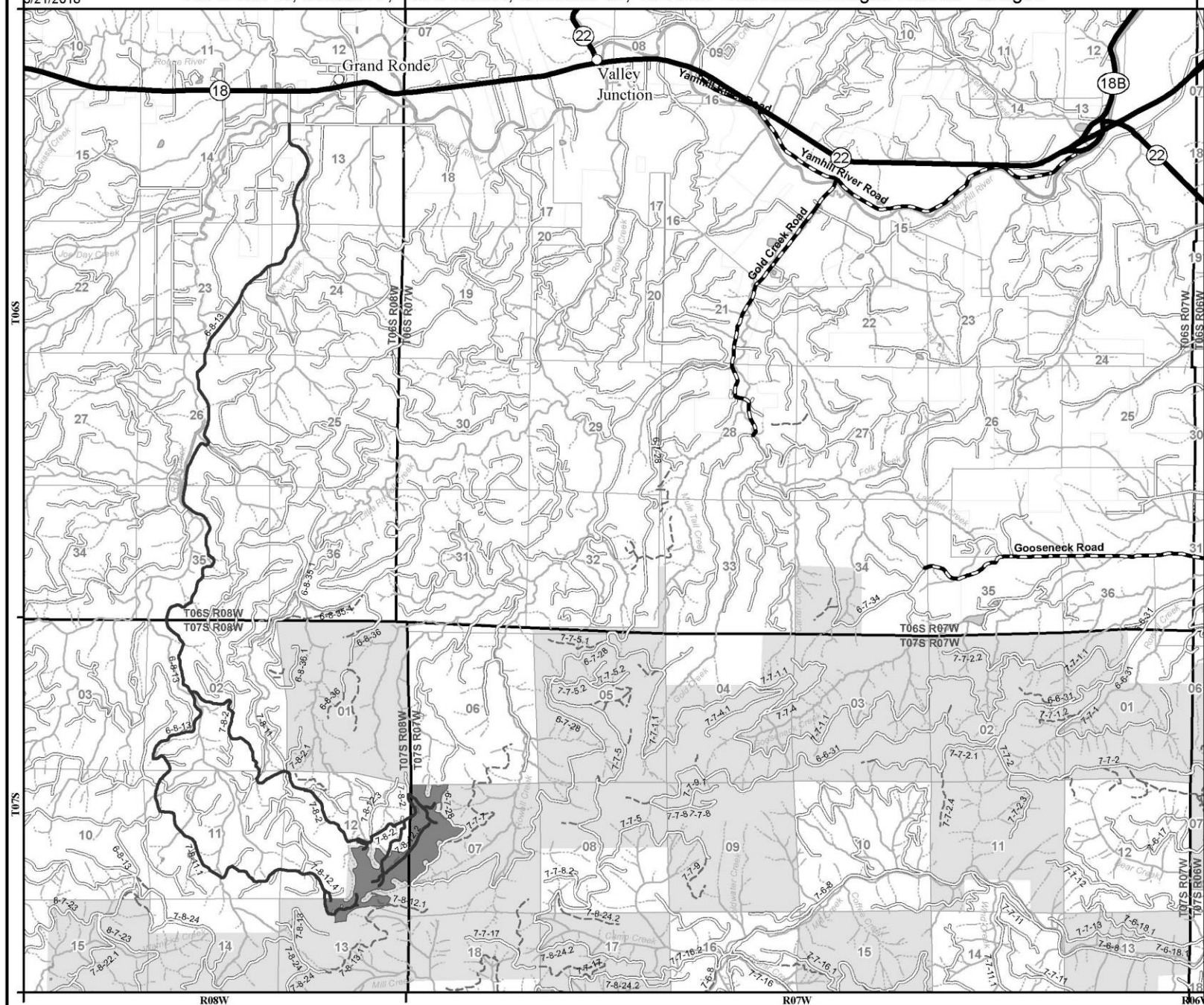


3/21/2018

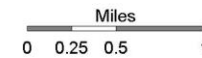
United States Department of the Interior - Bureau of Land Management

Lucky Rowell Timber Sale Vicinity Map

T07S-R07W, Section 7, T07S-R08W, Sections 12, 13 W.M. - Northwest Oregon District - Oregon



- City, Town, or Community
- State Highway
- County Road
- Project Access Route
- Existing Road
- Overgrown, Impassable, or Decommissioned Road
- Minor Stream
- Major Stream
- Lake, Pond or Reservoir
- Lucky Rowell Timber Sale
- Bureau of Land Management
- Private/Other



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.
Marys Peak GIS 3/21/2018



Information for Timber Sale Notice, Prospectus, Sec. 41 & 42
Lucky Rowell Timber Sale
ORN02-TS-2018.0205

Approx # of trees	Est Volume MBF 32'	Species	Est Volume MBF 16'	Appraised \$/MBF	Appraised Price
23,884	5,120.0	Douglas Fir	6,335.0	\$407.60	\$2,582,146.00
8,012	1,033.0	Western Hemlock	1,284.0	\$266.60	\$342,314.40
55	15.0	Noble Fir	19.0	\$259.30	\$4,926.70
31,951	6,168.0		7,638.0		\$2,929,387.10

CRUISED BY:	Brian W Barclay
CRUISE COMPLETED:	January 2018
COMBINED SAMPLING ERROR:	9.68 %

CRUISE DESIGN/METHOD Description:
100% RW and Variable Plot unit

TRACT FEATURES

ALL SPECIES

QM DBH	14.8	INCHES
GM LOG	58	BD FT
Total Gross Volume	8,001	MBF
Recovery	95	%
Salvage	0	MBF
Export	0	MBF

Dominant Species: **Douglas Fir**

QM DBH	15.2	INCHES
GM Log	59	BD FT
Recovery	96	%
Salvage	0	MBF

Admin Scale Allowance		\$0.00	\$/MBF
	TOTAL ADMIN. SCALE Allowance	\$0.00	

EXPORT VOLUME (LE-1)	Port Orford Cedar	0	MBF
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Reserve Tree Paint Color	Reserve Tree Count
	0

Harvest Tree Paint Color	Harvest Tree Count
	0

PRIVATE TIMBER:	Cut and Deck Only		
COMPANY NAME:	Nestucca Forest LLC		
LOCATION/ROAD #:	T7S R7W sec7,8		
SPECIES	MBF VOLUME		
Douglas Fir	21		
Western Hemlock	7		
Total:	28		

Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Polk	7S	7W	7	Lot 1, Lot 2, Lot 3, E1/2NW 1/4	Willamette
O&C	Polk	7S	8W	12	SE1/4	Willamette
O&C	Polk	7S	8W	13	NW1/4NE1/4, NE1/4NW1/4	Willamette

Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	6,335.0	6,599.0	6,599.0	109,142	0	23,884
Western Hemlock	1,284.0	1,376.0	1,383.0	28,130	51	8,012
Noble Fir	19.0	19.0	19.0	247	0	55
Totals	7,638.0	7,994.0	8,001.0	137,519	51	31,951

Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
0.0	193.0	10.0	203.0	37.6

Logging Costs

Stump to Truck	\$796,970.44
Transportation	\$253,503.00
Road Construction	\$406,785.07
Maintenance/Rockwear	\$104,132.92
Road Use	\$30,552.00
Other Allowances	\$32,903.01
Total:	\$1,624,846.44
Total Logging Cost per MBF:	\$212.73

Utilization Centers

Location	Distance	% of Net Volume
Willamina OR	20.0 miles	83 %
Tillamook OR	55.0 miles	17 %

Profit & Risk

Basic Profit & Risk	9 %
Additional Risk	1 %
Total Profit & Risk	10 %

Tract Features

Quadratic Mean DBH	14.8 in
Average GM Log	58 bf
Average Volume per Acre	37.6 mbf
Recovery	95 %
<u>Net MBF volume:</u>	
Green	7,638.0 mbf
Salvage	0 mbf
Export	0 mbf
<u>Ground Base Logging:</u>	
Percent of Sale Volume	32 %
Average Yarding Slope	25 %
Average Yarding Distance	400 ft
<u>Cable Logging:</u>	
Percent of Sale Volume	68 %
Average Yarding Slope	60 %
Average Yarding Distance	750 ft
<u>Aerial Logging:</u>	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

Cruise

Cruise Completed	January 2018
Cruised By	Brian W Barclay
Cruise Method	
100% RW and Variable Plot unit	

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	23,884	6,335.0	\$689.28	\$68.93	\$212.73	\$0.00	\$407.60	\$2,582,146.00
Western Hemlock	8,012	1,284.0	\$532.62	\$53.26	\$212.73	\$0.00	\$266.60	\$342,314.40
Noble Fir	55	19.0	\$524.46	\$52.45	\$212.73	\$0.00	\$259.30	\$4,926.70
Totals	31,951	7,638.0						\$2,929,387.10

Percent of Volume By Log Grade

Species	No. 1 & 2 Peeler	No. 3 Peeler	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Douglas Fir				67.0 %	28.0 %	5.0 %	

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western Hemlock				45.0 %	47.0 %	8.0 %	

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Noble Fir				77.0 %	16.0 %	7.0 %	

Unit: 1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	5,704.0	5,946.0	5,946.0	21,971
Western Hemlock	1,173.0	1,259.0	1,266.0	7,444
Totals:	6,877.0	7,205.0	7,212.0	29,415

Net Volume/Acre: 35.6 MBF

Regeneration Harvest	0.0
Partial Cut	193.0
Right of Way	0.0
Total Acres:	193.0

Unit: RW1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	137.0	142.0	142.0	410
Western Hemlock	74.0	77.0	77.0	340
Noble Fir	4.0	4.0	4.0	20
Totals:	215.0	223.0	223.0	770

Net Volume/Acre: 71.7 MBF

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	3.0
Total Acres:	3.0

Unit: RW2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	338.0	349.0	349.0	1,065
Western Hemlock	25.0	27.0	27.0	164
Noble Fir	14.0	14.0	14.0	29
Totals:	377.0	390.0	390.0	1,258

Net Volume/Acre: 75.4 MBF

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	5.0
Total Acres:	5.0

Unit: RW3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	156.0	162.0	162.0	438
Western Hemlock	12.0	13.0	13.0	64
Noble Fir	1.0	1.0	1.0	6
Totals:	169.0	176.0	176.0	508

Net Volume/Acre: 84.5 MBF

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	2.0
Total Acres:	2.0

Total Stump To Truck	Net Volume	\$/MBF
\$796,970.44	7,638.0	\$104.34

Stump to Truck: Falling, Bucking, Yarding, & Loading

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Cable: Medium Yarder	GM MBF	5,116.0	\$112.70	\$576,573.20	64% of GM volume
Feller Buncher	GM MBF	2,878.0	\$76.58	\$220,397.24	36% of GM volume
Subtotal				\$796,970.44	

Additional Costs

Item	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Subtotal				\$0.00	

Additional Moves

Equipment	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Subtotal				\$0.00	

Total	Net Volume	\$/MBF
\$253,503.00	7,638.0	\$33.19

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Tillamook OR	55.0	Saw logs	GM MBF	1,395.0	\$54.00	\$75,330.00	17 %
Willamina OR	20.0	Saw logs	GM MBF	6,599.0	\$27.00	\$178,173.00	83 %

Comments:

DF saw logs going 20 miles to Willamina OR.

Current haul costs \$90 per hr.

1.5 hr. round trip (1.5 X 90 = \$135 per trip)

5 MBF per load (135 / 5 = \$27 per MBF)

Use GM volume 6599 MBF

WH and NF going 55 miles to Tillamook OR

Current haul cost \$90 per hour.

3 hr. round trip (3 X 90 = \$270 per trip.)

5 MBF per load (270 / 5 = \$54 per MBF)

Use GM volume 1395 MBF

Engineering Allowances

Total	Net Volume	\$/MBF
\$541,469.99	7,638.0	\$70.89

Cost Item	Total Cost
Road Construction:	\$406,785.07
Road Maintenance/Rockwear:	\$104,132.92
Road Use Fees:	\$30,552.00

Comments:

BLM rock wear fee = \$2,971.64

Nestucca road use fee = \$15,276.00

Nestucca Maint./Rock wear fee = \$101,161.28

Stimson road use fee = \$15,276.00

Total	Net Volume	\$/MBF
\$32,903.01	7,638.0	\$4.31

Environmental Protection

Cost item	Total Cost
Grass seed	\$480.00
Grass seed spreading	\$276.00
Equipment washing	\$444.00
Water bar/berm skid trails	\$780.00
Subtotal	\$1,980.00

Road Construction, Maintenance, Use, & Decommissioning

Cost item	Total Cost
Purchaser Maint.	\$30,173.01
Subtotal	\$30,173.01

Slash Disposal & Site Prep

Cost item	Total Cost
Landing pile cover	\$375.00
Landing pile burn	\$375.00
Subtotal	\$750.00

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXPORT DETERMINATION

FORM APPROVED
OMB No. 1004-0058
Expires: May 31, 2013

Location of facility where Federal Timber is
expected to be processed

INSTRUCTIONS

Timber sale applicant forwards information to
Contracting Officer.

In compliance with requirements of 43 CFR 5424.1, ☐ I ☐ 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?

☐ Yes ☐ 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 sales.

a. Affiliate _____ Export date _____

b. Affiliate _____ Export date _____

c. Affiliate _____ Export date _____

*See 43 CFR 5400.0-5

Name of Firm _____

Signature of Signing Officer _____

Title _____

Date _____

NOTICES

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

AUTHORITY: 43 CFR Part 5420 permit collection of the information requested by this form.

PRINCIPAL PURPOSE: The BLM uses the information in this form to determine whether Federal timber has been substituted for exported unprocessed private timber.

ROUTINE USES: Timber sale purchaser provides information regarding their export of private timber.

EFFECT OF NOT PROVIDING INFORMATION: Submission of the requested information is required to obtain or retain a benefit. Failure to submit all of the requested information or to complete this form may result in delay or preclude the BLM's acceptance of your form.

The Paperwork Reduction Act requires us to inform you that:

The BLM collects this information to determine whether Federal timber has been substituted for exported private timber in accordance with 43 CFR 5421.1 and 5424.0-6(e).

You do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT: The estimated public reporting burden for this form is 1 hour per response for a majority of responses, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may submit comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management (1004-0058), Bureau Information Collection Clearance Officer, 1849 C Street, N.W., Room 2134 LM, Washington, D.C. 20240.

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Form 5430-11
(November 2011)
(formerly 1140-6)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Timber Sale Number
ORN02-TS-2018.0205

Timber Sale Name
Lucky Rowell

Sale date
06/27/2018

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Bidder or Offeror (Name)

Address (include zip code)

A. By submission of this bid or proposal, each bidder or offeror certifies, and in the case of a joint bid or proposal, each party thereto certifies as to its own organization, that in connection with this sale:

1. The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or offeror or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror and will not knowingly be disclosed by the bidder or offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and

3. No attempt has been made or will be made by the bidder or offeror to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

B. Each person signing this bid or proposal certifies that:

1. He is the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein and that he has not participated, and will not participate, in any action

contrary to A. 1 through 3 above; or

2. (i) He is not the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to A. 1 through 3, above, and as their agent does hereby so certify; and

(ii) He has not participated, and will not participate, in any action contrary to A. 1 through 3, above.

C. This certification is not applicable to a foreign bidder or offeror submitting a bid or proposal for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

D. A bid or proposal will not be considered for award where A. 1, 3, or B., above, has been deleted or modified. Where A. 2, above, has been deleted or modified, the bid or proposal will not be considered for award unless the bidder or offeror furnishes with the bid or proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, determines that such disclosure was not made for the purpose of restricting competition.

(Authorized Signature of Bidder)

Name and Title (*type or print*)**INSTRUCTIONS**

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

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

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Form 5440-9
(November 2011)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

☒ **TIMBER or
TIMBER AND OTHER WOOD PRODUCTS**

DEPOSIT AND BID FOR

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

Name of Bidder

Tract Number
ORN02-TS-2018.0205

Sale Name
Lucky Rowell

Sale Notice *(dated)*
05/30/2018

BLM District
Northwest Oregon

<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 09:00 <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
On <i>(date)</i>	Place	On <i>(date)</i> 06/27/2018	Place 1717 Fabry Rd SE, Salem, OR

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	6,335	X	=	X	=
western hemlock	MBF	1,284	X	=	X	=
noble fir	MBF	19	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						

(Continued on page 2)

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 bondsman are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) any guaranteed remittance approved by the 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.