

United States Department of the Interior

BUREAU OF LAND MANAGEMENT Northwest Oregon District Office 1717 Fabry Road SE, Salem, Oregon 97306 http://www.blm.gov



Date: September 6, 2019 Sale Name: Moore's Meadow Contract No.: ORN04-TS-2019.0403 Sale Date: September 11, 2019

CORRECTION NOTICE

The original contract appraisal price and required bid deposit will remain unchanged.

The license agreement with McMinnville Water & Light was inadvertently not included in the Timber Sale Notice and Timber Sale Contract Special Provisions. The appraisal price and required bid deposit will remain unchanged, but the awarded contract price shall be reduced by a total of \$620.05 to account for these license agreement fees.

Exhibit C has been updated to include the sweeping of Road 3-6-13, to correct one corrugated plastic pipe length to 24" x 30' CPP on the P9 road, and to correct two corrugated plastic pipe lengths to 24" x 45'CMP on the 3-6-13.2 road. These updates are consistent with the original contract appraisal, so the minimum bid price and required bid deposit remain unchanged.

These updates are included in the following documents in the Prospectus: Timber Sale Notice, Access and Road Maintenance Section, Timber Sale Contract Special Provisions, Road Construction, Improvement, Renovation, Maintenance and Use Section; and Exhibit C, Road Specifications Section, Pipe Culverts Section, and Road Renovation Worklist Section.

If you would like a new Prospectus containing all the updated documents, please contact the Northwest District Office at 503-375-5646 or the Tillamook Field Office at 503-815-1100.

If you have any questions please contact Brian Christensen either by email at <u>bchristensen@blm.gov</u> or by phone at 503-815-1119.

Sale Date: September 11, 2019

NORTHWEST OREGON DISTRICT TILLAMOOK FIELD OFFICE COLUMBIA MASTER UNIT

CONTRACT NO.: ORN04-TS-2019.0403, MOORE'S MEADOW TIMBER SALE YAMHILL COUNTY, OREGON: O&C: ORAL AUCTION: BID DEPOSIT REQUIRED: \$141,200.00

All timber designated for cutting on: Lot 1, W¹/₂NW¹/₄, Sec. 17, T. 3 S., R. 5 W and S¹/₂, Sec. 13; NE¹/₄NE¹/₄, Sec. 23; NW¹/₄NW¹/₄, Sec. 24, T. 3 S., R. 6 W, WM.

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
20,297	4,455.0	Douglas-fir	5,488.0	\$255.00	\$1,399,440.00
95	61.0	grand fir	76.0	\$127.20	\$9,667.20
387	12.8	bigleaf maple	16.0	\$50.40	\$806.40
46	2.4	western hemlock	3.0	\$110.20	\$330.60
5	1.6	western redcedar	2.0	\$437.60	\$875.20
58	0.8	red alder	1.0	\$99.60	\$99.60
20,888	4,533.6	Totals	5,586.0		\$1,411,219.00

<u>LOG EXPORT AND SUBSTITUTION RESTRICTIONS</u>: 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.

<u>CRUISE INFORMATION</u>: The timber volumes for the partial cut units were based on a variable plot cruise for estimating the board foot volume of trees. Plots were measured using a 20 basal area factor (BAF) for partial cut units and a 40 BAF for regeneration harvest units and new construct roads. Board foot volume estimates for renovate roads is based on a 100% cruise. None of the total sale volume is salvage material. For merchantable Douglas-fir trees the average DBHOB is 15.9 inches; the average gross merchantable log contains 64 bf; the total gross volume is approximately 5,774 MBF; and 95% recovery is expected.

<u>CUTTING AREA</u>: Four (4) units totaling approximately one hundred ninety-one (191) acres, of which seventy-five (75) acres shall be regeneration harvest and one hundred fifteen (115) acres shall be partial cut harvest. In addition, approximately one (1) acre of right-of-way shall be cut. Acres shown on Exhibit A have been computed using an S1 mobile mapper and Trimble R1 GNSS Receiver.

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

<u>ADDITIONAL INFORMATION</u>: This contract includes an additional special provision to ensure the Purchaser understands he/she is required to conduct all operations in compliance with Contract Section 12 (Purchaser's Contractual Responsibilities for Liability) and Contract Section 29 (Safety and Health) and the Special Provisions included in Section 42 of this Contract.

SPECIAL ATTENTION ITEMS:

Sec. 14. Protection of overhead power lines, underground cables, and improvements

Sec. 42.g. Traffic Control on Nestucca Access Road, Meadow Lake Road, and NW. Moores Valley Road

Sec. 42.h. Protection of asphalt surfaced roads

Sec. 42.n. thru Sec. 42.r. Seasonal Restrictions

Sec. 42.z. Obtaining Right-of-Way permits from Yamhill County for road construction

Sec. 42.jj. Creation of Coarse Woody Debris

<u>OPTIONAL CONTRIBUTION (Sec. 42.kk.)</u>: The Purchaser will have the option of performing Coarse Woody Debris or contributing eighteen thousand six hundred ninety-four and 78/100 dollars (\$18,694.78) in lieu thereof. The option must be declared *prior* to contract execution.

<u>LOCATION</u>: The contract area is located approximately 7.5 air miles west and slightly north of Carlton, Oregon. Starting on W. Main Street in Carlton, head west toward S. Scott Street for 0.3 miles. Continue straight onto NW. Meadow Lake Road for 8.5 miles where you will encounter Unit 4 of the Moore's Meadow Timber Sale. Consult Exhibit A page 1 or a project location map. Access to a portion of Unit 3 is through a locked gate. Prospective bidders may obtain a combination from the Tillamook Resource Area office by calling 503-815-1100.

<u>ACCESS AND ROAD MAINTENANCE</u>: Access is provided by County, Bureau of Land Management (BLM), Weyerhaeuser Company controlled roads, and McMinnville Water & Light controlled roads.

In the use of Weyerhaeuser Company controlled roads – the Purchaser will be required to perform maintenance on approximately 0.53 miles of road. The Purchaser shall pay Weyerhaeuser Company a road maintenance obligation for rockwear of one hundred sixteen and 07/100 dollars (\$116.07) for timber and mineral haul associated with the contract. In the use of Weyerhaeuser Company controlled roads, the Purchaser shall enter into a license agreement with Weyerhaeuser Company and pay to Weyerhaeuser Company a road use fee of seven hundred thirty and 00/100 dollars (\$730.00) and carry liability insurance with limits of \$1,000,000/\$1,000,000. Prior to use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement.

In the use of McMinnville Water and Light controlled roads – the purchaser will be required perform maintenance on all McMinnville Water & Light controlled roads. The Purchaser shall enter into a license agreement with McMinnville Water & Light, pay to McMinnville Water & Light a road use fee of six hundred twenty and 05/100 dollars (\$620.05), carry liability insurance with the limits of \$1,454,300/\$1,454,300/\$1,454,300/\$1,000,000 and a performance bond of \$1,000. Prior to use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed license agreement.

In the use of Bureau of Land Management controlled roads – the Purchaser will be required to perform maintenance on approximately 1.97 miles of road. The Purchaser shall pay the Government a road maintenance obligation for rockwear of two hundred thirty-seven and 24/100 dollars (\$237.24) for timber and mineral haul associated with the contract.

In the use of Bureau of Land Management controlled roads – Bureau of Land Management Maintenance, the Purchaser shall pay the Government a road maintenance obligation of one thousand one hundred sixty-three and 62/100 dollars (\$1,163.62).

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.

<u>ROAD CONSTUCTION AND RENOVATION:</u> The Purchaser will be required to do all work set forth below. The Purchaser shall supply all material unless otherwise indicated.

1. <u>New Road Construction:</u>

P1: 340 feet, 16-foot subgrade, Natural surfacing.

- P2: 760 feet, 16-foot subgrade, Surfacing Aggregate base course, depth 4 inches, useable width 15 feet.
- P3: 50 foot landing, Natural surfacing.

P4: 305 feet, 16-foot subgrade, Natural surfacing.

P5: 165 feet, 16-foot subgrade, Natural surfacing.

P6: 285 feet, 16-foot subgrade, Natural surfacing.

P7: 420 feet, 16-foot subgrade, Natural surfacing.

P8: 1,140 feet, 16-foot subgrade, Natural surfacing.

P9: 448 feet, 16-foot subgrade, Natural surfacing.

P10: 197 feet, 16-foot subgrade, Natural surfacing.

P11: 450 feet, 16-foot subgrade, Natural surfacing.

P12: 340 feet, 16-foot subgrade, Natural surfacing.

2. <u>Renovation:</u>

3-6-13.2 Road, MP 0.00—0.69, 16-foot subgrade with 1-foot ditch Roadside brushing; grading and compacting; erosion control; Surfacing – Aggregate base course, depth 4 inches, useable width 15 feet.

3-6-24.0 A part Road, MP 0.00 – 0.18, 16-foot subgrade with 1-foot ditch Roadside brushing; grading and compacting; erosion control; useable width 15 feet.

3-6-13 A Road, MP 0.00 – 1.51 Sweeping; Surfacing – paved.

P39: 420 feet, 16-foot subgrade Grading and compacting; erosion control; Surfacing – Natural, useable width 15 feet.

P40: 420 feet, 16-foot subgrade Grading and compacting; erosion control; Surfacing – Natural, useable width 15 feet.

3. Improvement: None

- 4. Estimated Quantities:
 - a. <u>Clearing, Grubbing, and Brushing:</u>
 6.3 acres of Clearing and Grubbing
 0.4 acres of Brushing
 - b. <u>Excavation</u> 3,695 cubic yards of common
 - c. <u>Culverts:</u>
 615 feet of 24 inch (CPP)
 90 feet of 24 inch (CMP)
 45 feet of 36 inch (CMP)
 3 Metal "T" Posts for Inlet Markers
 - d. Aggregate & Asphalt Material:

<u>Quantity</u>	Description
1,702 cubic yards	3" minus crushed rock
85 cubic yards	3/4" minus crushed rock Culvert bedding material

e. <u>Miscellaneous</u> Rolling – 58 hours Soil stabilization – 3.7 acres Blading – 0.52 miles

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

SEASONAL RESTRICTION MATRIX:

Restricted Times are Shaded

	JA	N	FI	EB	M	AR	AI	PR	M	٩Y	Л	JN	Л	JL	AU	JG	SE	EP	0	СТ	N	OV	DI	EC
Activity	1	16	1	16	1	16	1	16	1	16	1	16	1	16	1	16	1	16	1	16	1	16	1	16
Mechanized falling and Ground- Based Yarding																								
Cable yarding and haul except from Nestucca Access Road, Meadow Lake Road, Road 3-6-13.2 and P2.																								
Cable yarding and haul from Nestucca Access Road, Meadow Lake Road, Road 3-6-13.2 and P2							Tl	nese	act	iviti	es w	vill b	e al	lowe	ed y	ear 1	oun	d.						
Road renovation, construction, improvement, decommissioning, stabilization, sub-soiling, and maintenance activities	۲.	Гhes	e ac	tivi	ties	will						ınd, er th							en c	ondi	ition	is are	e no	t
In-Stream Activities																								

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.

w. 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.

x. In the use of Road No. 3-5-18, the Purchaser shall comply with the conditions of Rightof-Way and Road Use Agreement No. S-805 between the United States of America and Weyerhaeuser Company. This document is available for inspection at the Northwest Oregon District Office. These conditions include:

- 1. Payment of a road use obligation of seven hundred thirty and 00/100 dollars (\$730.00) to Weyerhaeuser Company, payable at the time indicated in the License Agreement.
- 2. Payment of a road maintenance obligation for rockwear of one hundred sixteen and 07/100 dollars (\$116.07) to Weyerhaeuser Company, 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.

y. In the use of Road No. P4, the Purchaser shall comply with the conditions of the Rightof-Way and Road User Agreement No. S-837 (OR045530) between the United States and McMinnville Water & Light. This document is available for inspection at the Northwest Oregon District Office. These conditions include:

- 1. Payment of a road use obligation of six hundred twenty and 05/100 dollars (\$620.05) to McMinnville Water & Light, payable at the time indicated in the license agreement.
- 2. The Purchaser shall perform any road repair and maintenance work on roads, under the terms of Exhibit D, "Road Maintenance Specifications", of this contract which is attached hereto and made part of hereof.
- 3. The Purchaser will be required to carry liability insurance with the limits of \$1,454,300/ \$1,454,300/ \$1,000,000 and provide a performance bond in the amount of \$1,000.
- 4. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a properly signed copy of the executed License Agreement.

5. 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.

z. The Purchaser must obtain Right-of-Way permits from Yamhill County for road construction connecting to any county road and provide a copy to the Authorized Officer prior to beginning road construction on P3-P7 and P9-P12.

aa. The Purchaser shall decommission P1, P3-P12, as shown on Exhibit C, by subsoiling, installing non-drivable waterbars, grass seeding, and blocking. Purchaser shall decommission roads P2, P39 and P40, as shown on Exhibit C, by installing non-drivable waterbars and blocking. Subsoiling shall consist of loosening the soil to a depth of eighteen (18) inches utilizing excavator attachments, log loader tongs or other approved equipment acceptable to the Authorized Officer. No subsoiling shall be required where the road traverses rock outcroppings. All natural water courses shall be opened to prevent erosion of the road. Barriers shall be constructed and clearing debris shall be placed on and around the barriers so as to prevent further use of the road by vehicles as shown on Exhibit C. Decommissioning shall be completed within thirty (30) days of completion of yarding and hauling operations on that road.

bb. 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.

cc. 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.

dd. 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.

Moore's Meadow Timber Sale ORN04-TS-2019.0403 Exhibit C Sheet 2 of 46

U.S. DEPT. OF THE INTERIOR Bureau of Land Management NORTHWEST OREGON DISTRICT - OREGON TIMBER SALE CONTRACT

ROAD SPECIFICATIONS

Road Number	Class	Length (Stations and Miles)						
and Segment	SN-	New Construction	Improvement	Renovation				
P1	16	3+40 Sta.						
P2	16	7+60 Sta.						
P3	16	2+50 Sta.						
P4	16	3+05 Sta.						
P5	16	1+65 Sta.						
P6	16	2+85 Sta.						
P7	16	4+20 Sta.						
P8	16	11+90 Sta.						
P9	16	4+50 Sta.						
P10	16	2+00 Sta.						
P11	16	4+50 Sta.						
P12	16	3+40 Sta.						
P39	16			0.08 Mi.				
P40	16			0.08 Mi.				
3-6-13.2	16			0.69 Mi.				
3-6-24.0	16			0.18 Mi.				
3-6-13.0	16			1.51 Mi.				

Moore's Meadow Timber Sale ORN04-TS-2019.0403 Exhibit C Sheet 15 of 46

PIPE CULVERTS - 400

This work shall consist of furnishing and installing corrugated-polyethylene pipe culverts Type S (CPP), or Aluminized corrugated metal pipe (CMP) and other erosion control devices in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans. Individual lengths and locations are approximate; final lengths and locations will be determined by the Authorized Officer upon installation of the appurtenance structures. Additional pipe and erosion control devices may be required at the option of the Authorized Officer, in which case a reduction in the total purchase price shall be made to offset the cost of furnishing and installing such items. Costs will be based upon the unit prices set forth in the current BLM Timber Appraisal Production Cost Schedule.

Road No.	Sta./MP	Туре	Remove	Diameter (inch)	Length (feet)	Surface Aggregate (cubic yard)	Remarks
3-5-18.0	0.52	CMP	24x45	36	45	10	
3-6-13.2	0.21	CMP	18x45	24	45	10	
5 0 15.2	0.23	CMP	18x45	24	45	10	
P1	0+00	CPP	-	24	45	10	
	0+00	CPP	-	24	45	10	
P2	2+80	CPP	-	24	45	10	
	6+00	CPP	-	24	45	10	
P3	0+00	CPP	-	24	45	10	
P4	0 + 00	CPP	-	24	45	10	
P5	0+00	CPP	-	24	45	10	
P6	0+00	CPP	-	24	45	10	
P7	0+00	CPP	-	24	45	10	
P8	0+00	CPP	-	24	45	10	
P9	0 + 00	CPP	-	24	30	10	
P10	0+00	CPP	-	24	45	10	
P11	0+00	CPP	-	24	45	10	
P12	0+00	CPP	-	24	45	10	

402 - The pipe culverts located at the following road locations:

Moore's Meadow Timber Sale ORN04-TS-2019.0403 Exhibit C Sheet 18 of 46

PIPE CULVERTS – 400

- 426 Culvert markers consisting of <u>five</u> (5) foot steel fence posts painted green with white tops, shall be furnished, fabricated, and installed by the Purchaser at the culvert inlets, as shown on the plans and as directed by the Authorized Officer.
- 427 The Purchaser shall record culvert sizes, lengths and locations actually installed on a copy of the culvert list. This culvert list shall be furnished to the Authorized Officer.
- 428 Remove and dispose of old culverts in a legal manner, and for any fees required. The Purchaser shall remove the old culverts from the work site prior to road acceptance.

RENOVATION OF EXISTING ROADS - 500

- 501 This work shall consist of reconditioning and preparing the roadbed and shoulders, minor excavation and/or embankment, cleaning and shaping drainage ditches, trimming vegetation from cut and embankment slopes, and cleaning and repairing drainage structures of existing roads in accordance with these specifications and as shown on the plans.
- 501a This work shall include the removal and disposal of slides in accordance with these specifications.
- 502 The existing road surface shall be bladed and shaped to the lines, grades, dimensions, and typical cross sections shown on the plans at the following locations:

Road No.	From Sta./M.P.	To Sta./M.P.
P39	M.P. 0.00	M.P. 0.08
P40	M.P. 0.00	M.P. 0.08
3-6-13.2	M.P. 0.00	M.P. 0.69
3-6-24.0	M.P. 0.00	M.P. 0.18
3-6-13.0*	M.P. 0.00	M.P. 1.51

The existing road surface shall be scarified to its full width and to a minimum depth of \underline{six} (6) inches, as necessary to eliminate surface irregularities, prior to blading.

* The existing paved road surface shall be only be swept.

Moore's Meadow Timber Sale ORN04-TS-2019.0403 Exhibit C Sheet 34 of 46

ROAD RENOVATION WORKLIST

** To be determined by the purchaser with approval from the Authorized Officer.

Work to be Accomplished

Road renovation as required under Exhibit C of this contract shall include, but is not limited to the following worklist. All existing roads shall be brushed, shall be graded and compacted to their full width, shall have the ditches cleared of any blockages, and shall have existing culverts and catch basins cleaned at locations that are not listed in Section 400 for replacement. Any soils left exposed after renovation or new construction activities shall be seeded and mulched. Roadside tree removal shall be accomplished prior to culvert installations and aggregate placement. Roadside trees shall not be felled onto existing roads. Processing shall not be accomplished on top of existing aggregate surfaces. Logging slash and log decks shall not be placed in ditches, in catch basins, or on top of outlets of culverts.

Road No. 3-6-13.0

MP 0.00	-	Junction with P40. Begin renovation work as described in Section 500 and this worklist. Begin paved road surface sweeping.
MP 0.52	-	Junction with P39.
MP 0.68	-	Junction with 3-6-13.2.
MP 1.00	-	Junction with P2.
MP 1.36	-	Junction with 3-6-24.0.
MP 1.51	-	Junction with P1. End of paved road surface sweeping. End of renovation.

Road No. 3-5-18

- MP 0.00 Junction with Meadow Lake Road.
- MP 0.52 Begin renovation work as described in Sections 150, 500, and this worklist. Begin culvert installations as described in Section 400, and rocking application as described in Sections 150 and 1000. Soil stabilization and erosion control measures will be required as necessary as described in Sections 1700 and 1800. Replace 24"x 45' CMP with 36"x 45' CMP. Install cross drain as described in Section 400.

Moore's Meadow Timber Sale ORN04-TS-2019.0403 Exhibit C Sheet 39 of 46

ROAD RENOVATION WORKLIST

** To be determined by the purchaser with approval from the Authorized Officer.

Road No. P8

- Sta. 0+00 Begin new construction at MP 0.525 on the Rd. # 3-6-18. Begin clearing and grubbing as described in Section 200 within the posted ROW limits. Begin excavation and embankment as described in Section 300, as necessary to meet the roadbed typical shown in Section 150. Install cross-drains and stream crossings as described in Section 400. Soil stabilization and erosion control measures will be required as described in Sections 1700 and 1800.
- ** Install 24"x 45' CMP. Install cross drain as described in Section 400.
- Sta. 11+40 End new construction

Road No. P9

- Sta. 0+00 Begin new construction as to not affect Moores Valley Road. Begin clearing and grubbing as described in Section 200 within the posted ROW limits. Begin excavation and embankment as described in Section 300, as necessary to meet the roadbed typical shown in Section 150. Install cross-drains and stream crossings as described in Section 400. Soil stabilization and erosion control measures will be required as described in Sections 1700 and 1800.
- ** Install 24"x 30' CMP. Install cross drain as described in Section 400 and as not to affect the Moores Valley Road drainage plan.
- Sta. 4+48 End new construction.