

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
2 Butte Drive
Cottonwood, Idaho 83522-5200

TIMBER SALE NOTICE AND PROSPECTUS

The Bureau of Land Management will offer for sale timber as described below.

This prospectus does not contain all contract provisions and exhibits. Contract items listed below are a summary only of certain contract provisions and do not contain the exact wording as shown in the contract. A copy of the timber sale contract, along with all exhibits, is available for inspection at the above office. All bidders should inspect these documents prior to bidding on this sale.

SALE NAME: Too Smokey Timber Sale
CONTRACT NUMBER: IDC02-TS-2020.0001
NOTICE DATE: July 27, 2020

The right is hereby reserved to waive technical defects in this supplement.

1. **DATE, PLACE AND TYPE OF SALE:** Sealed bids will be received by the Field Manager or his representative until **4:30 p.m.**, Pacific Daylight Time, on **August 14, 2020** at the Bureau of Land Management's Cottonwood Field Office, 2 Butte Drive, Cottonwood, Idaho 83522. Sealed bids will be opened at **8:00 a.m.** on **August 17, 2020** at this office location. The high bidder will be notified by phone and mail.

To qualify for sealed bidding, the bidder must submit a bid in a sealed envelope that includes:

- a. Two (2) copies of the bid written on Deposit and Bid for Timber/Vegetative Resource (Form 5440-9) available at the Cottonwood Field Office. No bids for less than the advertised appraised price per product or species and total price will be considered.
- b. **Appraised sale price is \$307,562.50.** The required minimum bid deposit of thirty-one thousand dollars (**\$30,800.00**) shall be required. Bid deposit must be in the form of cash, bid bond, money order, bank draft, cashier's check or certified check only. (Personal checks will not be accepted.)

PLEASE MAKE CHECKS PAYABLE TO U.S. DEPARTMENT OF INTERIOR - BLM

The sealed envelope must be clearly marked that it is a "Bid for Timber", together with identifying sale name Too Smokey Timber Sale and contract number IDC02-TS-2020.0001.

Bidding will be restricted to those persons complying with Instructions to Bidders (Form No. 5440-9), Notice of Requirement for Nonsegregation of Facilities (Form 1140-1), Equal Opportunity Affirmative Action Program Representation (Form 1140-7), and Equal

Opportunity Compliance Report Certification (Form 1140-8), available upon request at the Cottonwood Field Office.

The unsuccessful bidder(s) bid deposit and bid form will be returned within ten calendar days of the bid opening date.

All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber.

2. **LOCATION OF TIMBER:** Adams County, Idaho. Within portions of Bureau of Land Management lands in SWSW of Section 15, N½ of N½, S½ NE, NESE of Section 22, NWNW, SW, SWNE, W½ of SE of Section 23, T. 21 N., R. 1 E., Boise Meridian. See attached timber sale location map, Exhibit “A & C”. The total contract area is approximately 500 acres. The total harvest area is approximately 352 acres.
Prospective bidders can access the proposed sale area through a permanent gate closure located on private land approximately 300’ north off of the Smokey Boulder county road, at junction begin Smokey Main road (private lane 2776). The gate may be open as road accesses a private residence located approximately 800’ up this road. If closed/locked, the combination is 2020. The road may not be passable by a full-size vehicle because of rockfall/brush. It is recommended that a prospective bidder use an ATV/UTV machine, which will allow better access to inspect more of the sale area.
3. **YARDING:** Approximately 18 acres (296m) will require an off-road Jammer (short cable) system, approximately 146 acres (1,869m - included are 6 acres of Right-Of-Way clearing) will require a ground based tractor system, and approximately 187 acres (3,095m) will require skyline cable yarding; of which 72 acres is extraordinary skyline likely requiring a multispan system on portions of 2 separate units.
4. **METHOD OF MEASUREMENT:** The volumes listed are estimates only. The leave tree mark (LTM-orange paint) unit(s), and the cut tree mark (CTM-blue paint) unit(s) volume were determined by a Variable Plot cruise. The tract was cruised the summer and fall of 2017 and 2019.

THIS IS A SCALE SALE

All loads presented for weight scaling shall be weighed on scales currently certified by the State in which weighed. The timber volume by weight measurement shall be paid to the Government at the prices per measurement unit as set forth in Exhibit B. See attached Cruise Summary Worksheet (Exhibit F) for species and unit volume/yarding system breakdown.

5. **TIMBER TYPE, VOLUME, AND APPRAISED VALUES:**

SPECIES	VOLUME (Tons)	STUMPAGE (\$/TON)	CONTRIBUTED FUNDS (\$/TON)	TOTAL AMT DUE BLM (\$/TON)
All species (sawlogs)	32,375	\$9.50	\$0.00	\$9.50
Pulp/ Other Products	Estimated Tons=1,630	\$1.00		\$1.00

6. **DURATION OF CONTRACT:** Duration of the contract will be approximately forty (40) months for cutting and removal of timber and will expire December 31, 2023. Extensions will not ordinarily be granted.
7. **ACCESS:** The Purchaser is authorized to use roads on private land ownership, under Nonexclusive Easement Agreement(s) with PFPC McCall investments, LLC (Record No. IDI-37399), Boise Cascade Corporation (Record No. I-21026). Any Right-of-Way timber cleared from private roads, is to be decked/located separately from BLM timber. The Purchaser and timber owner will agree to a log purchase price, and/or arrangements for the removal of involved timber.
The Purchaser is also authorized to use the remaining sale area haul roads not on BLM lands through a Memorandum of Understanding among DF Development, LLC, (Grantor) and the Bureau of Land Management (BLM), sets forth understanding and procedures for utilizing Grantor's road(s) for access to the Boulder Project area. Purchasers of BLM timber or other contractors engaged in activities on BLM land accessed by this road will be required to obtain separate permissions from Grantor.
Those holding a BLM contract will enter into a formal road use agreement with Grantor. Said road use agreement is a three-party license agreement between the Purchaser of government timber sold (Licensee), DF Development, LLC (Grantor), and the Bureau of Land Management (Seller). All parties will execute the document and mutually agree and understand that the Seller will be responsible for administration and enforcement of the terms and conditions set forth in this agreement. (Both the MOU and License Agreement are on file and available for review at the BLM Cottonwood Field Office).
For road location, see the attached timber sale location map, Exhibit "A & C".
8. **SLASH DISPOSAL:** Whole tree yarding to approved landing(s) and roadsides shall be required in all unit(s); off-road Jammer, skyline cable and tractor.

Purchaser responsibilities: (Appraisal allowance to perform work)

- Using grapple equipment, pile all created slash at landings and roadsides.
- Machine piling of 148 acres of tractor ground; 48 acres within Unit 1T, 24 acres within 1TN, 1 acre within 2T, 1 acre within 2TJ & lower portion of 2C, 14 acres within 3TE, 4 acres within 3TW, 8 of the 12 acres within 7TJ, 18 acres within 8T, 13 acres within 9TE, and 17 acres within Unit 9TW.

Allowance = \$0.91/ton

9. **BONDS:** See Form 5440-9, Deposit and Bid for Timber, Items 7, 10 and 11 for information on bid deposit and bonds. A performance bond in an amount not less than twenty (20) percent of the total contract purchase price will be required.
10. **ROAD CONSTRUCTION AND RENOVATION:** Minor road renovation, opening, and maintenance for hauling will be required on approximately 4.48 miles of the existing Smokey main haul road. New construction and post decommissioning of approximately 2.06 miles of temporary road, .04 miles of slide repair and .03 miles of slump repair, construction of a truck

turn-around, light reconstruction of approximately 0.75 miles of existing road, and typical reconstruction of approximately 5.38 miles of existing road will be required.

Prior to any log hauling; purchase and apply 17 loads of gravel road mix to extend private drive surfacing for 900' below and past homesite, process (water & grade) gravel surface and apply approved dust abatement product (Mag Chloride/equivalent) to the beginning of Smokey main for .35 miles, apply an additional 4 loads to thin areas following completion of log hauling activities. Purchase and apply approximately 60 loads of 3" minus base material; 40 loads applied to harden rolling dips on Smokey main and 20 loads applied at various road locations over culverts/seep areas. Purchase and install approximately 272 lineal feet of 18" culvert, installed at 8 separate locations as shown on the attached timber sale location map, Exhibit "A & C". Approximately .35 miles of surfaced road, 12.32 miles of non-surfaced road and .40 miles of various jammer/swing trails within the sale area will require maintenance and post-sale restoration as shown on the attached Road Summary Worksheet, Exhibit E.

11. **SPECIAL CONTRACT PROVISIONS:** To reduce the potential for introduction of noxious weeds to the contract area, the Purchaser shall, prior to moving in motorized equipment to be used in logging and road renovation operations, clean all such equipment to remove all dirt, plant parts and materials that may carry noxious weed seeds. All equipment shall be inspected by the Authorized Officer prior to moving said equipment to the contract area.

Prior to the commencement of operations, the Purchaser shall provide a written operations and logging plan which shall be approved prior to operations. A pre-work conference is required.

In harvest Unit(s) 1T, 1TN, 1JW, 1JE, 2C, 2T, 2TJ, 3C, 3TE, 3TW, 4C, 5C, 6C, 7C, 7TJ, 9C, 10C, and 11C (shown on Exhibit "A & C" map), all trees eight (8) inches D.B.H. and larger, not marked reserve above and below stump height with a band of **orange paint** and/or unit or ownership line boundary trees marked with **orange/red** vertical slashes, shall be felled and yarded whole tree to a loading point with merchantable products removed as described in attached Exhibit B.

In harvest Unit(s) 8T, 9CH, 9TE, and 9TW (shown on Exhibit "A & C" map), all trees eight (8) inches D.B.H. and larger, marked for cutting heretofore by the Government with **blue paint** above and below stump height shall be felled and yarded whole tree to a loading point with merchantable products removed as described in attached Exhibit B.

In all harvest Units shown on Exhibit "A & C" map, all pulp products (meeting **other products** merchantability specifications as described in Exhibit B) yarded to and processed on landings/roadsides will require **mandatory removal** from the contract area.

In all harvest Units shown on Exhibit "A & C", all trees designated for cutting which are within one hundred (100) feet of the Unit boundary shall be felled away from, and perpendicular to, the Unit boundary.

The Purchaser shall purchase and apply to critical road and skid trail areas; 450 pounds of grass seed, 1500 pounds of water soluble commercial fertilizer, and 15 straw bales as directed by the Authorized officer.

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 an Interior Board of Land Appeals stay or remedy or; (3) Protect species which were identified for protection in accordance with management direction established in the ROD and RMP.