

This advertisement includes:

Date Posted to Web: June 1, 2026

Gerber Timber Sale (Lump Sum Sale)

Sale Date: June 29, 2026

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Klamath Falls Field Office
2795 Anderson Avenue, Building 25
Klamath Falls, Oregon 97603

TIMBER SALE NOTICE

NOTICE IS HEREBY GIVEN that the Bureau of Land Management (BLM) will offer for sale timber as described herein for **SEALED BID**, pursuant to Instructions to Bidders, as stated on Form No. 5440-9. **SEALED BIDS** will be received by the Field Manager, or their representative, until 4:00 p.m., on Monday, June 29 at the Bureau of Land Management, Klamath Falls Field Office, 2795 Anderson Avenue, Building 25, Klamath Falls, Oregon, telephone (541) 883-6916. Sealed bids will be opened on Tuesday, June 30th at the Klamath Falls Field Office. Information on bidding may be obtained after 2 p.m. on June 30th. The high bidder will be notified by phone and mail. The unsuccessful bidder(s) bid deposit and bid form will be returned within ten calendar days of the bid opening date.

APPRAISED PRICES are determined by analytical appraisal methods unless otherwise noted on individual timber sale notices.

Purchasers have the option to submit bid prices that are below the advertised price; however, bids must not be less than \$0.10 per MBF. A minimum bid deposit of \$2400.00 is required, regardless of whether the bid price is above or below the advertised price.

A PERFORMANCE BOND in an amount of \$30,000 or 20 percent of the total purchase price, whichever is greater, shall be required. The amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond as provided in 43 CFR 5451.2.

QUALIFIED SMALL BUSINESS concerns may apply to the Small Business Administration 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 the Small Business Administration and may be contingent upon availability of funds. Applicants for such loans shall notify the BLM of their intention to apply for such a loan.

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 5424 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 Bureau of Land Management (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.

ADDITIONAL INFORMATION concerning each timber sale tract described herein and a copy of the timber sale contract is available at the above Field Office. The prospectuses for these timber sales are also available online at: www.blm.gov/programs/natural-resources/forestry-and-woodlands/timber-sales/east-or-wa

The prospectuses include maps and tables that cannot be made Section 508 compliant. For help with this data and information, please contact the above Field Office.

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 44 of this Contract.

THE VOLUMES LISTED herein are estimates only, based on 16-foot taper breaks, which must be taken into consideration if comparisons are made with volume predictions based on other standards. No sale shall be made for less than 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.

INSTALLMENT PAYMENTS may be authorized for sales of \$500.00 or more. Required installment amounts will be determined by BLM. For sales under \$500,000.00, installments will not be less than 10% of the total purchase price. For sales of \$500,000.00 or more, installment payments shall be \$50,000.00.

A SALE DEPOSIT equal to one installment is required prior to approval of the contract. This deposit must be made in cash or by check payable to the Department of Interior - BLM.

AN IRREVOCABLE LETTER OF CREDIT (ILC) may be used in place of bid bonds, performance bonds, and payment bonds. ILC's must be approved by the Authorized Officer prior to use and are subject to certain limitations. Contact the Klamath Falls Field Office for further information.

THE PURCHASER is given no authority to enter upon or cross any private lands or to use any privately-owned property or improvements unless such rights are specifically covered in the contract stipulations. If the Purchaser desires to make any use of private property which is not specifically authorized by the contract, they must make the necessary prior-arrangements for such use with the landowner.

PRIOR TO STARTING any operations, the Purchaser or their designated representative will be required to meet with the Authorized Officer or their representative and the Contract Administrator

for a pre-work conference. If a subcontractor is to be involved in the operation, the subcontractor must also be represented at the conference. If more than one subcontractor is to be involved in the operation, it may be necessary to have more than one pre-work conference unless all subcontractors can be present at one conference.

PRIOR TO THE AWARD of any timber sale, the BLM may require the high bidder to furnish such information as is necessary to determine the ability of the bidder to fulfil the obligations of the contract. The following information is required for first time high bidders bidding as:

1. Individuals
 - a. A Citizenship Affidavit, Form 5450-9.
 - b. A certified Financial Statement prepared no earlier than sixty (60) days prior to the sale date.
2. Partnerships or Unincorporated Associations
 - a. A Citizenship Affidavit, Form 5450-9, for each member of the partnership or association.
 - b. A copy of the partnership agreement, or if there is no formal partnership agreement, a letter showing the nature of the business conducted by the partnership, partnership term, and the name of the partner or partners authorized to execute timber sale contracts and performance bonds on behalf of the partnership.
 - c. A certified Financial Statement prepared no earlier than sixty (60) days prior to the sale date.
3. Corporations
 - a. A certified copy of the articles of incorporation and by-laws.
 - b. A certified copy of the resolution of the board of directors authorizing the officers to sign timber sale contracts and performance bonds on behalf of the corporation.
 - c. An original certificate from the Corporation Commissioner authorizing the corporation to transact business in the State of Oregon.
 - d. A certified Financial Statement prepared no earlier than sixty (60) days prior to the sale date.

Those bidders who have demonstrated poor performance, including recent contract defaults, may be required to provide additional performance assurances in the form of advanced payment and/or an increased performance bond as a condition for award of contract. These extraordinary requirements may be required on a case-by-case basis.

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, not responsible, or refuses to respond within five (5) 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.

OTHER 43 CFR Chapter 11 (10-1-92 Edition), Subpart 5442- Bidding Procedure.
§ 5442.3 Rejection of Bids; Waiver of Minor Deficiencies. When the Authorized Officer determines it to be in the interest of the Government to do so, he may reject any or all bids and may waive minor deficiencies in the bids or the timber sale advertisement. (38 CFR 6280, March 8, 1973)

CATEGORICAL EXCLUSION – A Categorical Exclusion and Decision Record was prepared for this sale and signed. These documents are available for inspection as background information for this sale at the Klamath Falls Field Office.

Notice of Decision for sale of timber dated June 1st, 2026.

**LUMP SUM
SALE
PROSPECTUS**

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
LAKEVIEW DISTRICT
KLAMATH FALLS FIELD OFFICE

KLAMATH FALLS FIELD OFFICE

Klamath Falls Sale No.
ORL04-TS26-01
Sale Date: **June 29, 2026**
(4:00PM)

Gerber Timber Sale,
Klamath County, PD

Bid Deposit Required: **\$2,400**

All timber designated for cutting in W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 3; E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 9; W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 10; NW $\frac{1}{4}$ Sec. 15 T.39S., R.13E, N $\frac{1}{2}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 26; NE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 27; T.38S., R.13E., Willamette Meridian

Approx # of trees	Species	Est Volume MBF 16'	Appraised \$/MBF	Appraised Price
18,584	Ponderosa Pine	1,800	\$13	\$23,400

*Stumpage values have been determined by analytical and market value appraisal methods. Additional information concerning the appraised price is available at the Klamath Falls Field Office (KFFO).

**Minimum Stumpage values were used to compute the Appraised Price/MBF

Purchasers have the option to submit bid prices that are below the advertised price; however, bids must not be less than \$0.10 per MBF. A minimum bid deposit of \$2400.00 is required, regardless of whether the bid price is above or below the advertised price.

A revised Special Provisions 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 in accordance with management direction established in the ROD and RMP.

CRUISE INFORMATION - SAWLOG INFORMATION – In the Gerber Timber Sale, the target combined sampling error was 10% and the achieved sampling error was 9.6% Five strata were used across seven cutting units. Units 1, 2, 3, and 4 were cruised using the Sample Tree Random (STR) Method with six sample groups for the range of diameters. Trees were tallied by diameter while marking for removal, and sample trees were measured subsequently. Sample trees were identified, flagged in fluorescent green, and their location was recorded. Units 5, 6, 7, and 8 were cruised using the PCMTRE (variable radius plot method) with a BAF of 20. Each of these units had a separate PCMTRE strata. In Units 5 and 6, tree sampling frequency was 1 in 5. In Units 7 and 8, sampling frequency was 1 in 4. 217 plots were taken across these four units. Plot centers were marked with fluorescent green flagging. Cruise map available upon request.

Average QMD for the sale is 14.9

Note: This timber sale has been cruised, appraised, and advertised based upon Scribner Board Foot Volumes (16 Foot Log). The minimum bid figures shown by species are dollars per thousand board feet (MBF). The minimum bid increment will be \$.10 per MBF.

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 is prohibited from use as a substitute for exported private timber.

CUTTING AREA & HARVEST PRESCRIPTION – Seven (7) units containing approximately 780 acres of density management treatment. All units within the Gerber Timber Sale are “Take-tree marked” with green or light blue paint. Pre Commercial thinning is a requirement. For all units, pine trees less than ten inches DBH and taller than six feet will be thinned to a twenty foot bole spacing from leave trees. In unit three (3) only, all juniper not meeting the description in Exhibit S will be cut.

CUTTING TIME - Contract duration is thirty-six (36) months for cutting and removal of timber.

ACCESS - Access to the sale area is available via existing County and BLM roads.

ROAD MAINTENANCE - The Purchaser is required to maintain all BLM roads used to access the timber sale units.

SOIL DAMAGE PREVENTION - Pursuant to Section 26 of Form 5450-003, Timber Sale Contract, the Purchaser must not operate or cause to have operated on the contract area, any ground-based logging equipment when soil moisture content exceeds 20% by weight as determined by a moisture meter. This requirement does not apply if snow logging conditions exist as described in the contract.

EQUIPMENT REQUIREMENTS –

1. Mechanized harvesting equipment capable of cutting up to a 20-inch DBH tree and reaching a minimum of twenty (20) feet laterally.

SLASH DISPOSAL-

1. Whole tree yarding or yarding with the tops attached is required on all trees designated for cutting within all harvest units on Exhibit A.
2. Unmerchantable timber (slash, limbs, tops, cull logs, pieces of logs, etc.) may be removed as biomass or other products. If unmerchantable timber is removed as biomass or other nontraditional products, a second contract will be used, and the price of the material will be negotiated.

OTHER-

1. For completing bonding and contract signing requirements, extension of time beyond the normal 30 days may be granted upon written request and justification from the Purchaser.
2. All operations are seasonally restricted from October 15th of one calendar year to May 15th of the following calendar year, unless waived by the Authorized Officer or winter logging conditions exist.
3. All equipment must be washed prior to operating on BLM lands to prevent the spread of noxious weeds.
4. All landing piles require a machine constructed fire line around the entire pile down to mineral soil.
5. Hand falling shall be required for trees greater than twenty (20) inches unless approved by the authorized officer.
6. 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 44 of this Contract.

CONTRACT TERMINATION – A 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 comply with the Endangered Species Act or comply with a court order. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – The sale is located approximately thirty one (31) miles east of Klamath Falls. From Klamath Falls, take Highway 140 east for approximately eighteen (18.6) miles to OR-70E in Dairy. Follow OR-70E and E Langell Valley Rd. for approximately twenty three (23.6) miles and turn left onto Gerber Rd. Follow Gerber Rd. for approximately six (6) miles to the sale area.

CATEGORICAL EXCLUSION – A Categorical Exclusion and Decision Record was prepared for this sale and signed. These documents are available for inspection as background information for this sale at the Klamath Falls Field Office.

Notice of Decision for sale of timber dated June 1st, 2026.

Section 43

(A) Timber Reserved from Cutting

The following timber on the contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of the Government:

- (1) **AR-1** All timber in the reserve areas as shown on Exhibit A and all blazed, orange/red painted, or orange painted and/or posted trees which are on the property boundaries.
- (2) **IR-2** All timber (trees 10" DBH and larger) except trees within identified cutting units marked for cutting heretofore by the Government with green and light blue paint as shown on Exhibit A.
- (3) **IR-3** All ponderosa pine trees which are greater than 36 inches diameter at breast height outside bark (DBHOB) in all cutting units shown on Exhibit A.
- (4) **IR-13** All existing snags, or downed trees of all decay classes in all cutting units shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer. All existing snags felled and all downed trees shall be retained on site unless approved by the Authorized Officer.

Section 44

(A) Log Exports

- (1) **LE-1** 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.

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.

(B) Logging

- (1) **L-1** Before beginning operations on the contract area for the first time or after a shutdown of seven (7) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of seven (7) or more days.
- (2) **L-2** 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.
- (3) **L-4** All trees designated for cutting shall be cut so that the resulting stumps shall not be lower than six (6) inches nor higher than twelve (12) inches measured from the ground on the uphill side of the trees unless otherwise approved by the Authorized Officer.
- (4) **L-4-1** Not including Juniper described in Exhibit S, cut all western juniper trees 6 feet tall and taller in unit 3. These trees will be skidded to designated landings.
- (5) **L-5** All trees identified with green or light blue paint..
- (6) **L-5-1** In all cutting units as shown on Exhibit A, pine trees less than 10" DBHOB and taller than 6 feet are to be thinned to a 20 foot bole spacing (+ - 5 feet) reserving the healthiest trees with the best form (straight, single stem), with minimal to no defect and healthy (Dark Green) full crowns. These trees will be skidded to designated landings.
- (7) **L-8** In all harvest units as shown on Exhibit A, all trees designated for cutting less than or equal to twenty (20) inches D.B.H.O.B shall be mechanically felled and whole tree yarded except when excessive stand damage occurs as determined by the Authorized Officer. If excessive stand damage occurs, all logs shall be completely limbed and bucked into lengths determined by the authorized officer prior to being yarded.

In all harvest units as shown on Exhibit A, all trees designated for cutting greater than or equal to twenty decimal one (20.1) inches D.B.H.O.B may be required to be felled by hand, bucked, and yarded with tops attached except when excessive stand damage occurs as determined by the Authorized Officer. If excessive stand damage occurs, all logs shall be bucked into lengths determined by the authorized officer prior to being yarded.

- (8) **L-12** In the entire contract area shown on Exhibit A, yarding and felling shall be done in accordance with the yarding requirements or limitations for the designated area as follows.

<u>Designated Area</u>	<u>Yarding Requirements or Limitations</u>
Entire Contract Area	Approval of landing locations and sizes shall be obtained from the Authorized Officer prior to landing construction or use.
Entire Contract Area	Landing size shall not exceed one-quarter (¼) acre unless otherwise approved by the Authorized Officer.
Entire Contract Area	No tractor or wheel-type equipment shall be operated in or through any stream shown on Exhibit A except under special condition approved in the logging plan.
Entire Contract Area	All log loading shall be done with boom type loaders.
Entire Contract Area	Winter yarding is allowed between October 15 and May 15, when one of the following conditions is present: (a) Snow depth in the cutting unit averages twenty (20) inches or more. (b) The ground is frozen to a depth of six (6) inches or more
All except Cable Yarding	The location of the skid roads shall be clearly designated on the ground, spaced at approximately 150 foot intervals, and approved by the Authorized Officer, prior to felling of timber to be yarded over that skid road. Existing skid roads will be utilized where possible.
All except Cable Yarding	Yarding and Mechanical Harvesting shall be confined to periods when soil moisture is less than twenty (20) percent at a six (6) inch depth as measured by the Authorized Officer, or when winter time yarding conditions are met. Yarding and Mechanical Harvesting will be suspended if soil damage is occurring, as determined by the Authorized Officer in accordance with Section 26.
All except Cable Yarding	Yarding equipment shall be operated only on skid roads approved by the Authorized Officer.
All except Cable Yarding	All trees designated for cutting that cannot be felled with a mechanical harvester shall be felled to the lead of designated skid trails.
All except Cable Yarding	All trees twenty (20) inches DBH and smaller designated for cutting shall be felled and pre-bunched within forty (40) feet of and to the lead of designated skid trails with a mechanical harvester. The mechanical harvester must be capable of cutting up to a twenty (20) inch DBH tree and have an arm capable of reaching at least twenty (20) feet laterally.

- (9) **L-13** In all cutting units, all severed material shall not impede traffic on the roadway and must be decked so as to not block a ditch or disrupt the road prism.
- (10) **L-19** No harvest activity shall be conducted on all cutting units and all roads between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. If conditions are met as described in Section 44 [B][6] as determined by the Contracting Officer harvest activity will be allowed.
- (11) **L-24** Before cutting and removing any trees necessary to facilitate logging in all cutting units shown on Exhibit A, the Purchaser shall identify the location of the skid roads, landings, corridors, 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 with cutting the following conditions must be met:
- (a) All skid 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 Contracting Officer, the width of each skid road shall be limited to 14 feet.
- (b) The Purchaser may immediately cut and remove additional timber to clear skid roads, landings, and danger trees when the trees have been marked with pink 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 Section 3.(a). of the contract or sufficient bonding has been provided in accordance with Section 3.(d). of the contract.
- (c) 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 Section 9 of the contract; or, the Authorized Officer determines that the species of trees are not listed in Exhibit B of this contract or any tree that exceeds forty (40) inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Section 8 of the contract.
- (d) 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.
- (e) 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 Section 8 or Section 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.

- (12) **L-26** If extensive damage is occurring, as determined by the Authorized Officer, timber designated for cutting shall be felled and yarded in two (2) stages. Falling and yarding of designated timber shall be completed for each stage prior to the felling and yarding of the next stage. Timber in the second (and subsequent) stage shall be felled into and yarded through openings created by prior logging.
- (13) **L-33** 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 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.

(C) Road Use and Maintenance

- (1) **R-1** The Purchaser shall renovate all roads and other structures in strict accordance with the plans and specifications shown on Exhibit D, which is attached hereto and made a part hereof.
- (2) **R-1a** Any required construction or renovation of structures and roads shall be

complete and accepted, in accordance with Section 18, prior to removal of any timber, except Right-Of- Way timber, over that road.

- (3) **R-2** The Purchaser is authorized to use the roads listed below and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management for the removal of Government timber sold under the terms of this contract.. Any road listed on Exhibit D shall be maintained by the Purchaser until receiving written acceptance from the Contracting Officer.

Road Names	Length Miles Used Approx.	Road Ownership / Maintenance Responsibility	Road Surface Type
38-13E-26.0	.8	BLM/Purchaser	ROCK
39-13E-15.0	1.4	BLM/Purchaser	NATURAL
39-13E-11.1	.9	BLM/Purchaser	NATURAL
38-13E-35.0	1.3	BLM/ Purchaser	ROCK
39-13E-2.0	2.8	BLM/Purchaser	NATURAL/ROCK
Unit Roads	X	BLM/Purchaser	ROCK/NATURAL

All Unit Roads are identified in purple on Exhibit A and D.

- (4) **R-2a** With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users on roads included in Section 44 (C) (3) of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of their 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 on these roads.
- (5) **R-2f** The Purchaser shall perform any required road repair and maintenance work on roads used by him under the terms of Exhibit D, “Road Maintenance Specifications”, of this contract, which is attached hereto and made a part hereof except for the BST roads which will be maintained by the BLM.
- (6) **R-4** 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.

- (7) **R-5** Tracked type equipment shall not be allowed to cross over concrete bridge decks, other concrete surfaced structures or asphalt surfaced roads without the proper protection of that surface. Prior approval shall be obtained from the Authorized Officer when crossing with protective devices. The Purchaser shall be responsible for repair of any damage to roads or structures caused by the use 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.

(D) Environmental Protection

- (1) **E-1** In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall conduct all operations in a manner that minimizes damage to conifer reproduction and all other reserved trees regardless of size or merchantability.
- (2) **E-1** In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall remove slash and debris from roadways and landings concurrently with yarding as directed by the Authorized Officer.
- (3) **E-2** The water bars to be constructed as required by Sec. 26(c) shall be constructed in accordance with the specifications shown on Exhibit D which is attached hereto and made a part hereof.
- (4) **E-3** The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:
 - (1) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
 - (2) when, in order to comply with the Endangered Species Act, or to prevent

incidental take of northern spotted owls in accordance with management direction in the 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) 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;
- (5) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (6) when, in order to comply with a stay or other remedy issued by the Interior Board of Land Appeals (IBLA) 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 in accordance with 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 in accordance with 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, court-ordered injunctions, or an IBLA issued stay or remedy, 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 modify the contract or 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 species that have been discovered which were identified for protection in accordance with management direction established in the ROD and RMP, or comply with a court order or an IBLA issued stay or remedy. 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, if able to proceed without causing incidental take of northern spotted owls in accordance with the ROD and RMP, if consistent with species protection in accordance with management direction established in the ROD and RMP, or if consistent with a court order or an IBLA issued stay or remedy.

In the event the contract is modified or 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.

- (9) **E-7** In order to prevent the spread of noxious weeds, the Purchaser shall pressure wash all equipment prior to entry onto BLM lands and between sale locations as directed by the Authorized Officer. Cleaning shall be defined as removal of all dirt, grease, plant parts and material that may carry noxious weed seeds.

(E) Fire Prevention and Control

- (1) **F-1a Fire Prevention and Control** Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions.

- (a) At least three (3) days prior to the operation of power driven equipment in construction of logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the State of Oregon, Department of Forestry.
- (b) Provide and maintain on the contract area in good working order, and immediately available, the following equipment for use during closed fire season or periods of fire danger: see Exhibit F-1
- (c) The Purchaser shall restrict operations, and provide the services of a fire watchman, during periods of fire danger as specified in Exhibit F-2 which is attached hereto and made a part hereof.
- (d) Where blocks and cables are used on the contract area during periods of fire danger, the Purchaser shall remove all flammable material at least ten (10) feet from the place where the tail or any other block will hang when the cable is tight. Such clearings shall be inspected periodically by the Purchaser and shall be kept free of flammable material.

(F) Slash Disposal and Site Preparation

- (1) **SD-1 Fire Hazard Reduction** In addition to the requirements of Sec. 15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's 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:

- (a) **Definitions** - Slash, as defined for this section, shall mean all woody material (brush, limbs, tops, logs, chunks, and severed trees) not removed from the

contract area during the primary removal operation. This includes old slash existing prior to timber sale entry. Landing, as defined for this section, shall mean any location where woody material was loaded on trucks and also any other location that became a destination for yarded woody material.

- (b) Landing Piling Pile all slash located within one hundred (100) feet of landings and designated locations for placement of gross yarded material. Slash shall be piled with a grapple/shovel loader. Slash shall not be piled using a blade. Finished piles shall be tight and free of earth. No portion of any pile will be located under the crown of any live or other reserve trees. A four (4) foot wide, fuel free area shall be cleared around each pile. Unmerchantable logs at landings sixteen (16) inches in diameter and larger at the small end may be used to block skid trails if requested.

Chipping In Lieu Of Burning Slash Piles

- (a). The purchaser may remove and utilize non-sawlog forest products by submitting a written or verbal request to the Government.
- (b). The Government may execute a separate negotiated forest product/vegetative sale permit under 43 CFR 5400. Payment under the permit must be at a price equal to or greater than the appraised value of the forest product.
- (1) The purchaser must make any appropriate payment specified in the vegetative sale contract before removal may be authorized.
- (2) This contract will contain a separate expiration date and stipulations as determined by the Authorized Officer.
- a. The contract must include stipulations that require the purchaser to report quantity of non-sawlog material removed (i.e. tons of biomass).
- (c). If the landing piles are chipped, all burning requirements will be waived.

Paddock Butte Cinder Pit

The purchaser may remove and utilize cinders from the Paddock Butte Cinder Pit by submitting a written or verbal request to the Government. Cinders are only authorized to be used on roads utilized for this Timber Sale.

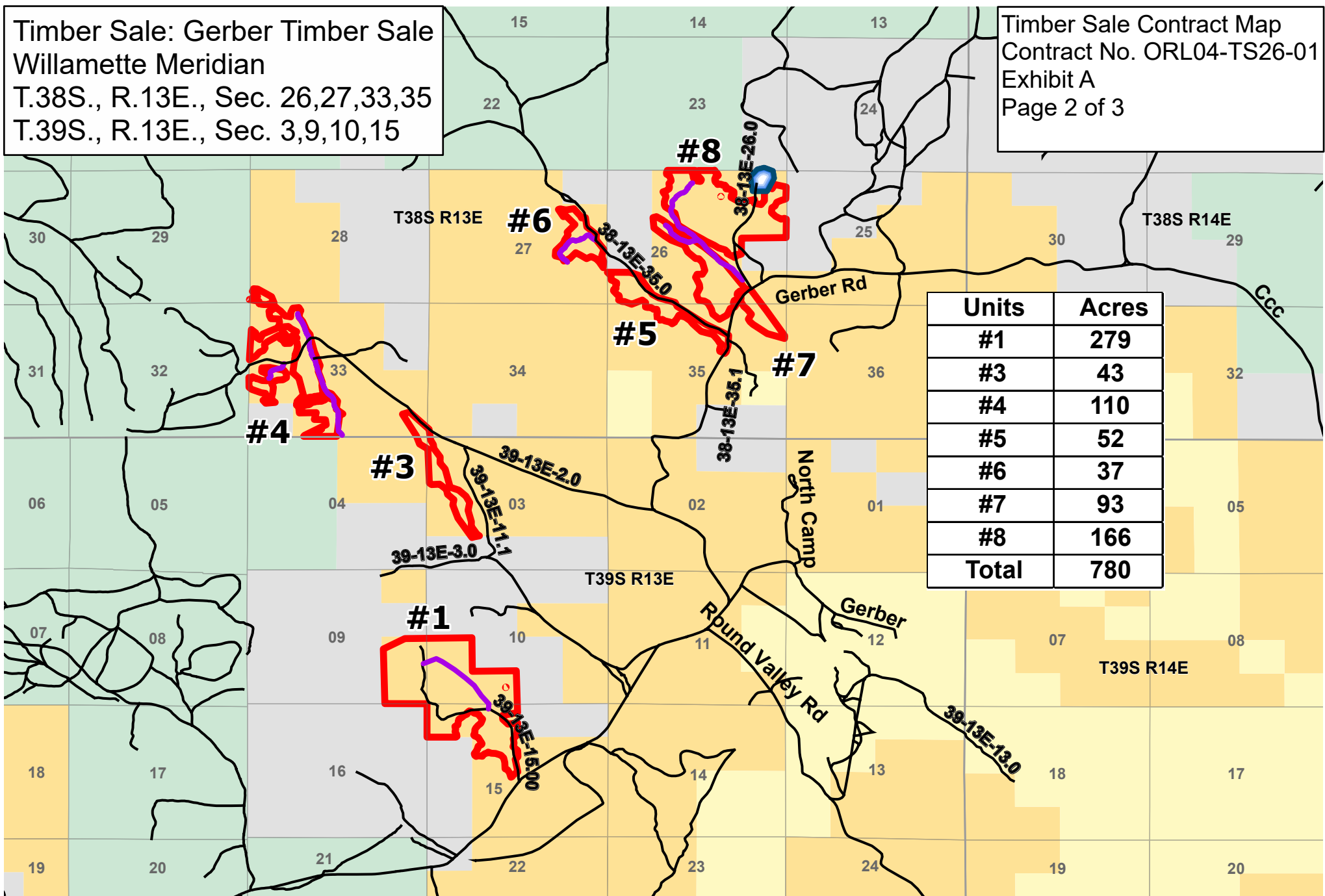
The Government may execute a Mineral Material Nonexclusive Cash Contract to the Purchaser for .65/CY.

(G) Equal Opportunity in Employment

Certification of Nonsegregated Facilities attached hereto and made a part hereof.

Timber Sale: Gerber Timber Sale
 Willamette Meridian
 T.38S., R.13E., Sec. 26,27,33,35
 T.39S., R.13E., Sec. 3,9,10,15

Timber Sale Contract Map
 Contract No. ORL04-TS26-01
 Exhibit A
 Page 2 of 3



Units	Acres
#1	279
#3	43
#4	110
#5	52
#6	37
#7	93
#8	166
Total	780

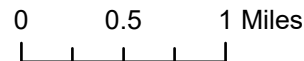
Gerber Contract Area
 Roads
 Unit Roads

Paddock Butte Quarry
 Township and Range
 Sections

Land Ownership
 Bureau of Land Management (BLM)

US Forest Service (USFS)
 Bureau of Reclamation (USBR)

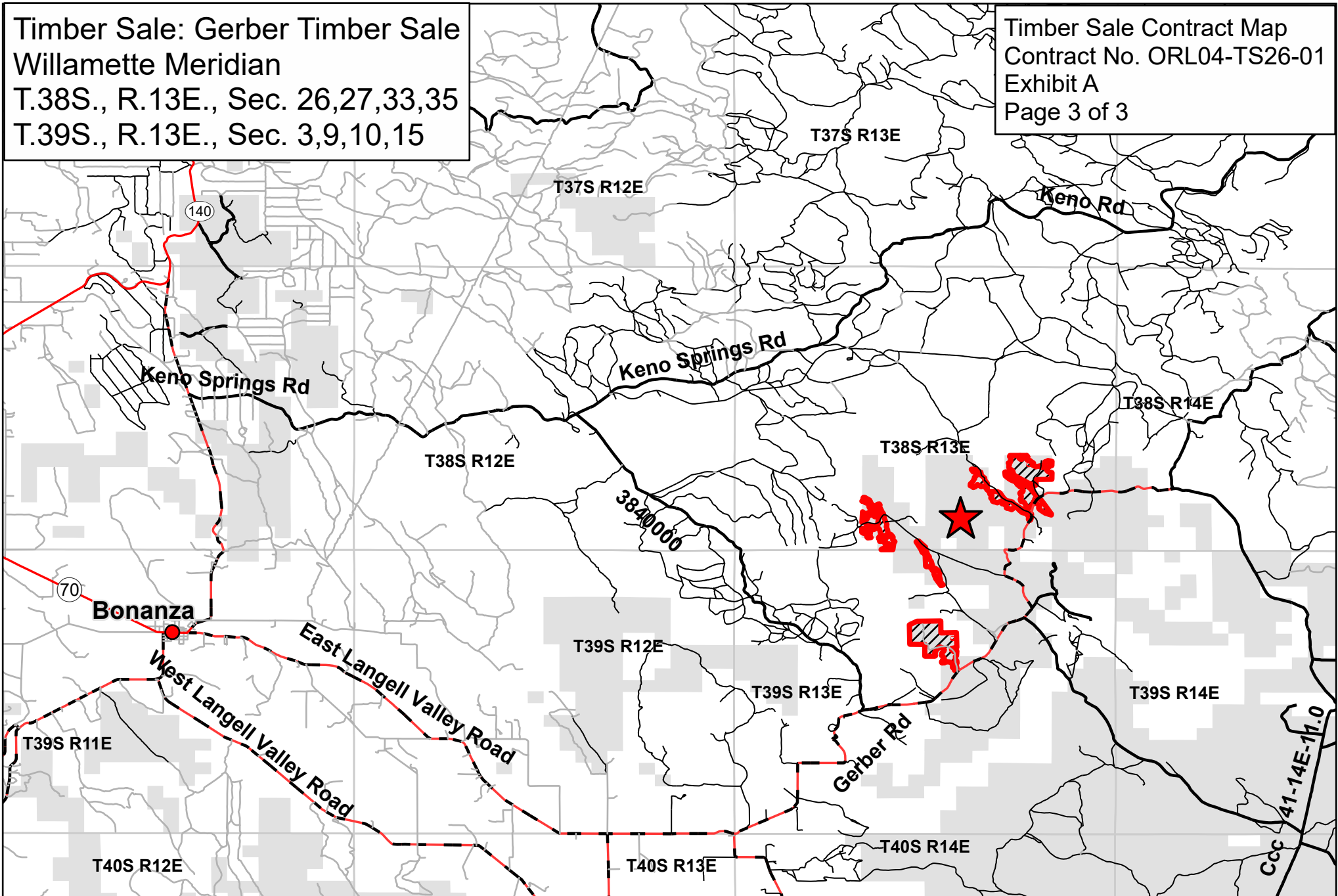
Private or Unknown



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.

Timber Sale: Gerber Timber Sale
 Willamette Meridian
 T.38S., R.13E., Sec. 26,27,33,35
 T.39S., R.13E., Sec. 3,9,10,15

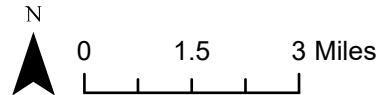
Timber Sale Contract Map
 Contract No. ORL04-TS26-01
 Exhibit A
 Page 3 of 3



- Gerber Contract Area
- Minor road
- Unknown
- Major road
- Bonanza
- Township and Range

- KFFO Highways**
- State Highway

- Land Ownership**
- Bureau of Land Management (BLM)



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources and may be updated without notification.

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

Contract No.
ORL04-TS26-01
Gerber Timber Sale

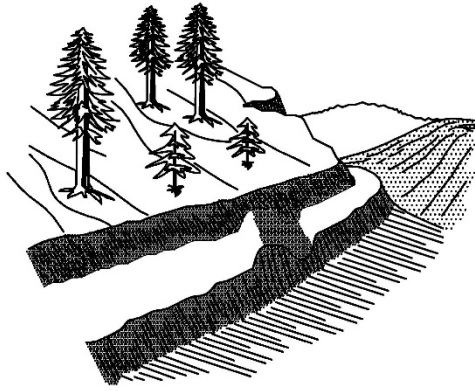
**Lump Sum
EXHIBIT B/PRE-SALE
5450-3**

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.

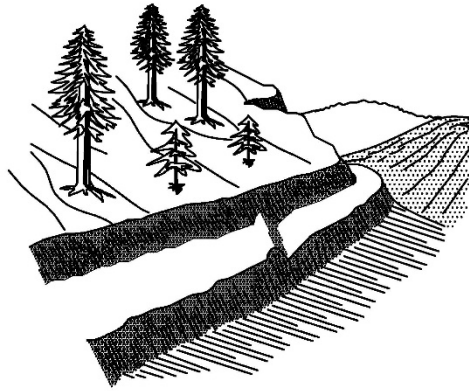
SPECIES	ESTIAMTED VOLUME OR QUANTITY (Units Specified)	PRICE PER UNIT (MBF)	AMOUNT OF ESTIMATED VOLUME OR QUANTITY X PRICE
PONDEROSA PINE	1800 MBF	\$13.00	\$23,400
TOTALS	1800 MBF	\$13.00	\$23,400

The apportionment of the total purchase is as follows:

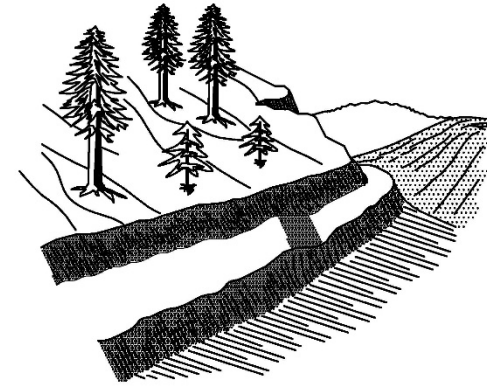
Unit 1	MBF	450.9	\$13.00	\$5861.70
Unit 3	MBF	132.7	\$13.00	\$1725.10
Unit 4	MBF	298.6	\$13.00	\$3881.80
Unit 5	MBF	161.3	\$13.00	\$2096.90
Unit 6	MBF	107	\$13.00	\$1391.00
Unit 7	MBF	281.5	\$13.00	\$3659.50
Unit 8	MBF	368	\$13.00	\$4784.00



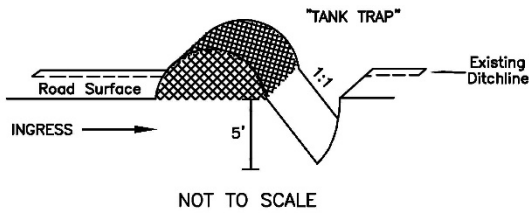
BARRIERS



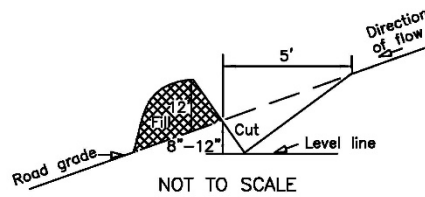
WATER BAR



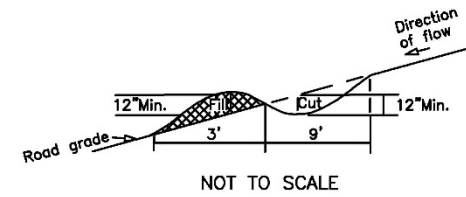
WATER DIP



NOT TO SCALE



NOT TO SCALE

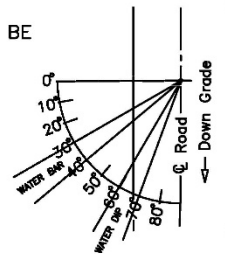


NOT TO SCALE

NOTES

1. ALL BARRIERS, WATER BARS, AND WATER DIPS AS REQUIRED SHALL BE CONSTRUCTED AS SHOWN ABOVE.
2. EXACT LOCATIONS WILL BE DIRECTED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
3. ALL WATER BARS SHALL BE SKEWED 30°-40°.
4. ALL WATER DIPS SHALL BE SKEWED 60°-70°.
5. ALL WATER BARS AND WATER DIPS SHALL BE CUT INTO THE ROADBED FROM THE DITCHLINE.
6. DITCHLINES SHALL BE BLOCKED WITH EXCAVATED MATERIAL (DITCHDAM) DOWNGRADE FROM ALL WATER BARS AND WATER DIPS.
7. EXCAVATED MATERIAL FROM BARRIER TRENCH (TANK TRAP) SHALL BE PLACED ON THE SIDE NEAREST THE BEGINNING OF THE ROAD.
8. OUTLETS OF WATER DIPS MUST BE ROCKED ON FILL SLOPE.
9. RIPRAP BARRIERS SHALL BE AT LEAST 4' HIGH, 4' DEEP, AND OF SUFFICIENT WIDTH TO COMPLETELY BLOCK THE ROADWAY AND ANY ADJACENT SHOULDERS THAT CAN BE TRAVELED WITH A VEHICLE.
10. ALL BERMS INCLUDING WATER BARS, WATER DIPS, AND EARTHEN BARRIERS SHALL BE COMPACTED TO 85% OF MAXIMUM DENSITY.

SKEW DIAGRAM



WATER DIP/BAR SPACING

ROAD GRADE %	MAXIMUM SPACING FEET
0-4	500
5-6	400
7-9	300
10-14	100
15-20	50

ON GRADES IN EXCESS OF 14% CONSTRUCT WATER BARS.



U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
LAKEVIEW DISTRICT OREGON

BARRIER AND EROSION CONTROL DETAIL

DESIGNED CAH

REVIEWED _____

APPROVED _____

DRAWN CAH SCALE: None

DATE AUG. 2019 STANDARD DRAWING

SHEET 2/7

Exhibit D Watering and Grading

Road Names	Length Miles Used Approx.	Road Ownership / Maintenance Responsibility	Road Surface Type
38-13E-26.0	.8	BLM/Purchaser	ROCK
39-13E-15.0	1.38	BLM/Purchaser	NATURAL
39-13E-11.1	.9	BLM/Purchaser	NATURAL
38-13E-35.0	1.3	BLM/ Purchaser	ROCK
39-13E-2.0	2.8	BLM/Purchaser	NATURAL/ROCK
Unit Roads	X	BLM/Purchaser	ROCK/NATURAL

For all roads at completion of hauling operations, water and or grade road surface, if necessary, as determined by the authorized officer.

For all roads, water during hauling operations as necessary to prevent road deterioration.

All existing roads utilized for this Timber Sale need to be left in as good a condition or better than they were when logging operations began. Roads other than those identified on Exhibit D that the purchaser wishes to utilize for logging or hauling will be authorized on a case by case basis if the roads are administered by the BLM.

It is presumed that 1/4-1/2 mile of temporary road will need to be built to access portions of some of the harvest units.

Location of all temporary roads will need to be authorized by the Authorized Officer. Temporary roads will need to be barricaded or decommissioned at the discretion of the Authorized Officer.

If a BLM road needs to be utilized to access a sale that is not already listed in Exhibit D, all road maintenance requirements standards will apply to said road.

Water for roads will be available at the North Gerber boat launch.

ROAD MAINTENANCE SPECIFICATIONS

General road maintenance specifications are designated by numeric symbols according to the type of work performed as follows:

SECTION	DESCRIPTION
3000	General
3100	Operational Maintenance
3200	Seasonal Maintenance
3300	Final Maintenance
3400	Other Maintenance

ROAD MAINTENANCE SPECIFICATIONS

GENERAL - 3000

- 3001 The Purchaser shall be required to maintain roads referenced in section 44.(C)(3) and as shown on the Exhibit D map of this contract in accordance with Sections 3000, 3100, 3200, 3300, 3400, and 3500 of this exhibit.
- 3001a The Purchaser shall be required to provide maintenance on roads in accordance with Subsections 3403 and 3404.
- 3002 The Purchaser shall maintain the cross section of existing dirt or graveled roads to the existing geometric standards. Any roads required to be renovated under terms of this contract shall be maintained to the geometric standards required in Exhibit C of this contract.
- 3003 The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3105.
- 3004 The Purchaser shall be responsible for providing timely maintenance and cleanup on any roads with logging units substantially completed prior to moving operations to other roads. The maximum length of non-maintained or non-cleanup of the road prism shall not exceed the sum of one 1 mile at any time. Release of maintenance requirements may be granted, upon written request, when the conditions specified in Sections 3300 and 3400 are met satisfactorily.

OPERATIONAL MAINTENANCE - 3100

- 3101 The Purchaser shall blade and shape the road surface and shoulders with a motor grader. Banks shall not be undercut. Back blading with tractors or similar equipment will be allowed only around landings and other areas when approved by the Authorized Officer.
- 3103 The purchaser shall maintain established berms and place additional berms using adjacent material where needed to protect fills as directed by the Authorized Officer.
- 3104 The purchaser shall perform other road cleanup including removal of debris, fallen timber, bank slough, and slides which can practicably be accomplished by a motor grader, rubber tired front end bucket loader, rubber tired backhoe or comparable equipment, and by the use of hand tools.
- 3105 The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe, and maintaining water dips and water-bars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment.
- 3107 The Purchaser shall cut or trim trees and brush which obstructs vision or prevents the safe

ROAD MAINTENANCE SPECIFICATIONS

passage of traffic along the traveled way when directed by the Authorized Officer.

The Purchaser shall also cut trees or brush encroaching on the road prism that are a result of his activities or winter damage during the contract period. Disposal of such vegetative material shall be in accordance with Section 2100 of Exhibit C.

- 3108 The Purchaser shall avoid fouling gravel or bituminous surfaces through covering with earth and debris from side ditches, slides or other sources. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway. Skidding of logs on the roadway in or outside designated logging units is not authorized without prior written approval by the Authorized Officer. Repair required caused by such skidding activity is not considered maintenance and shall be repaired at the Purchaser's expense.

SEASONAL MAINTENANCE - 3200

- 3201 The Purchaser shall perform preventative maintenance at the end of Purchaser's hauling each season and during non-hauling periods which occur between other operations on the contract area. This includes requirements specified in Section 3100.
- 3202 The purchaser shall perform and complete maintenance specified in Sections 3000, 3100, and 3200 on all roads maintained by him, prior to October 15 each year, except as specified in Subsection 3203, after initial commencement of construction or logging operations. Thereafter, all roads shall have continuous preventive maintenance and road cleanup until suspension of seasonal operations. This includes all roads used and not used during the proceeding operating seasons.
- 3203 The Purchaser shall complete road cleanup and maintenance, as specified in Section 3100, at the completion of logging operations on any roads located in an area separate from the area where logging activities will resume.
- 3204 The Purchaser shall be responsible for performing post storm inspections and maintenance during the winter season to minimize erosion and potential road or watershed damage.

FINAL MAINTENANCE - 3300

- 3301 The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within thirty 30 calendar days following the Purchaser's completion of hauling and in accordance with Sec. 16b of this contract. This work shall include any maintenance and/or damage repairs specified in Sections 3000, 3100, and 3200 necessary to meet the conditions specified in Subsection 3002 and shall be executed in accordance with Subsection 3302 of this section.

ROAD MAINTENANCE SPECIFICATIONS

The Authorized Officer may grant acceptance of Purchaser's maintenance responsibility in part where certain individual roads or road segments are no longer of any use to the Purchaser's remaining removal operations, providing that all contract requirements as specified under Sec. 16b and Special Provisions Sections 3000, 3100, 3200 and 3300 of the maintenance specifications have been completed and a relinquishment of cutting and removal rights on cutting units tributary to these roads is signed by the Purchaser. Request for partial acceptance must be submitted in writing by the Purchaser.

3302 The Purchaser shall perform final road maintenance only when weather or soil moisture conditions are suitable for normal maintenance equipment operations as determined by the Authorized Officer.

If final maintenance is delayed after the date required in Subsection 3301 of this contract by adverse soil moisture or unsuitable equipment operating conditions, the Purchaser will be notified by the Authorized Officer when soil moisture and equipment operating conditions are suitable. The Purchaser shall then be required to complete final maintenance within 30 days.

OTHER MAINTENANCE - 3400

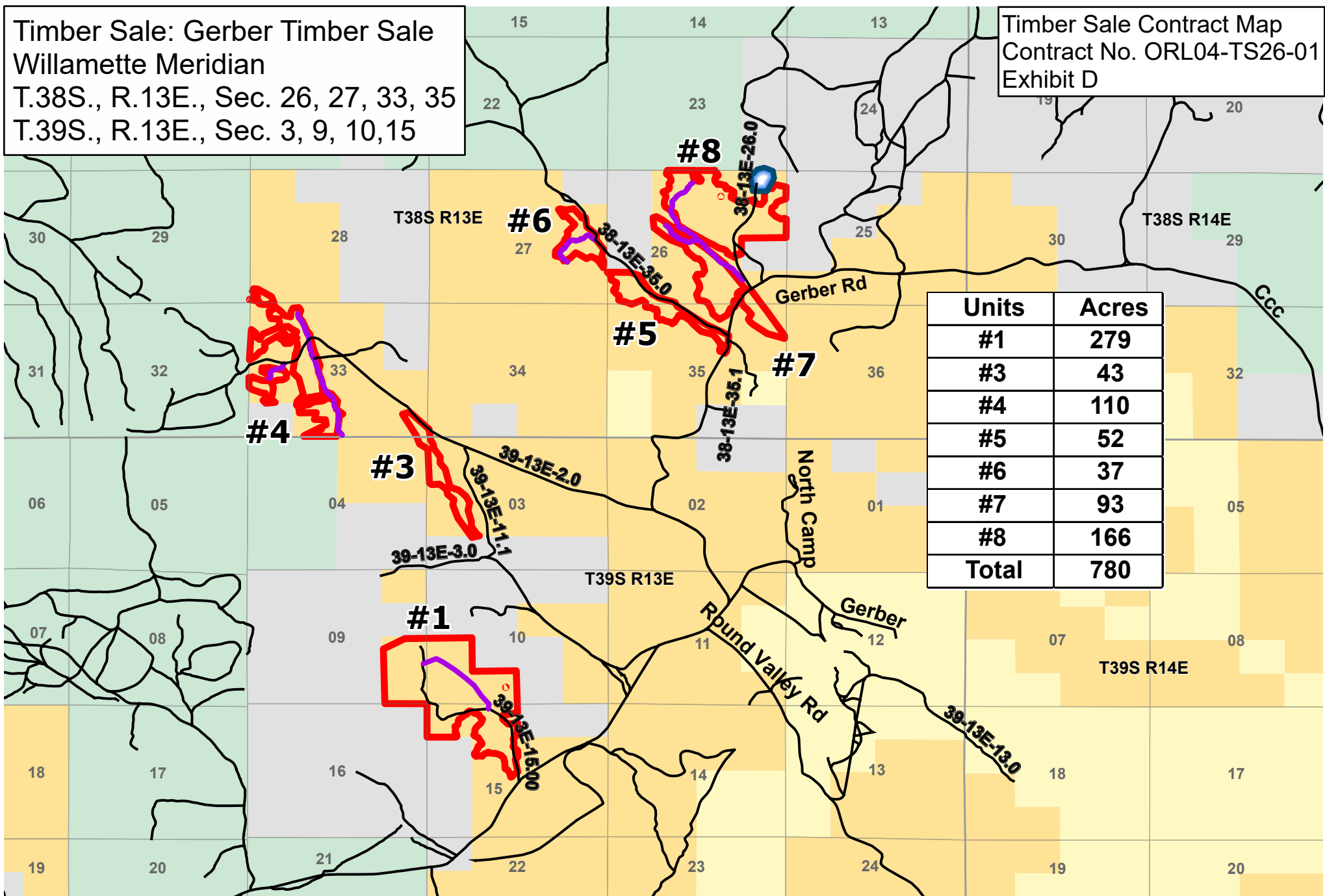
3401 The Purchaser shall repair any damage to road surfaces that was specified under Subsection 3108. This repair includes restoring the roadway to the designed standard and replacement of surfacing with approved surface material. This repair is not limited to use of equipment specified in Subsection 3104.

3402 The Purchaser shall be permitted to remove ice and snow from roads authorized for use under this contract only when prior written approval has been secured from the Authorized Officer. The Purchaser shall submit a written request for permission to remove ice and snow in advance of the date operations are to begin.

Upon receiving written authorization for ice or snow removal, the Purchaser will perform the work according to the conditions and equipment requirements set forth in the authorization.

Timber Sale: Gerber Timber Sale
 Willamette Meridian
 T.38S., R.13E., Sec. 26, 27, 33, 35
 T.39S., R.13E., Sec. 3, 9, 10,15

Timber Sale Contract Map
 Contract No. ORL04-TS26-01
 Exhibit D

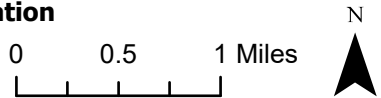


Units	Acres
#1	279
#3	43
#4	110
#5	52
#6	37
#7	93
#8	166
Total	780

- Gerber Contract Area
- Paddock Butte Quarry
- Land Ownership: US Forest Service (USFS)
- Private or Unknown
- Roads
- Township and Range
- Bureau of Land Management (BLM)
- Bureau of Reclamation (USBR)
- Unit Roads
- Sections



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.



Older Juniper Definition

Older juniper: Juniper that originated in the “presettlement” period, before 1870. It is assumed that these trees are growing on sites that they are adapted to, since they began growing there under “natural conditions” when natural processes (including lightning fires) determined vegetation patterns. Older junipers are usually found in rocky areas where vegetation is sparse and natural fire frequency is low. Some typical characteristics of older juniper are:

- Crown is flat, rounded, broad at top, or irregular (as opposed to the more pointed tops of younger trees)
- Spike top
- Numerous dead branches
- Branches covered with a coarse, bright yellow-green lichen (*Letharia*, or wolf lichen)
- Large diameter lower branches
- Large diameter trunk relative to height
- Trunk has spirally twisted bark, deep furrows
- Hollow trunk

It is rare for an older juniper to have all the above features, but more commonly will have at least three or four. Also, older junipers are not always the largest trees; on drier, rocky sites, they can be short, stubby, gnarly trees.

Section 15 of this contract provides that the Authorized Officer may, under certain conditions, require fire prevention and control measures in addition to those required by applicable (State) laws and regulations. Accordingly:

- (A) The Authorized Officer may by written notice require the Purchaser to restrict operations in accordance with the industrial fire precaution levels below. During declared fire season the precaution level will be determined by the South Central Oregon Fire Management Partnership (SCOFMP) and will be available daily at <https://scofmp.org/> or 541-947-6259.

IFPL LEVEL

- | | | |
|-----|------------------|--|
| I | Closed Season | <p>- A one hour Fire Watch/Security is required at this and all higher levels unless otherwise waived</p> <p>-Fire precaution requirements are in effect.
-Watch person is required for one (1) hour.</p> |
| II | Partial hoot owl | <p>- A one hour Fire Watch/Security is required at this and all higher levels unless otherwise waived</p> <p>- the following may operate from only between the hours of 8:00 P.M. and 1:00 P.M. local time:</p> <p>Power saws, except at loading sites;
Cable yarding;
Blasting;
Welding or cutting metal.</p> |
| III | Partial shutdown | <p>- A one hour Fire Watch/Security is required at this and all higher levels unless otherwise waived</p> <p>- the following are prohibited except as indicated:</p> <p>Cable yarding - except that gravity operated logging systems employing non-motorized carriages may operate between the hours of 8:00 p.m. and 1:00 p.m. local time when all blocks and moving lines are ten (10) feet or more above the ground, except the line between the carriage and the choker.</p> <p><u>Power saws</u> - except power saws may be used at loading sites and on tractor/skidder operations between the hours of 8:00 p.m. and 1:00 p.m. local time.</p> <p>In addition, the following are permitted to operate between the hours of 8:00 p.m. and 1:00 p.m. local time:</p> <ul style="list-style-type: none">▪ Tractor/skidder operations;▪ Mechanized loading and hauling of any product or material;▪ Blasting; |

- Welding or cutting metal;
- Any other spark-emitting operation not specifically mentioned.

IV General shutdown- All operations are prohibited.

(B) The Purchaser will provide fire watchman services for one (1) hour after daily shutdowns of areas of operation, including truck haul routes through the sale area and other areas where Purchaser's employees or contractors have worked on or with power driven equipment, whenever any of the following conditions apply:

- (1) the BLM industrial fire precaution level is I or greater;
- (2) directed in writing by the Authorized Officer;
- (3) required by State law.

The fire watchman shall be physically capable, alert and have adequate experience to perform the following duties:

- (1) operate Purchaser's communications and fire fighting equipment specified in the contract;
- (2) direct the Purchaser's personnel on forest fires;
- (3) report any fire detected to the Lakeview Interagency Fire Center (LIFC) at 541-947-6315.
- (4) move throughout the operation area constantly on the lookout for fires and take suppression action on any fire detected.

Fire Prevention and Control Equipment Requirements

The Purchaser shall provide and maintain in good repair, in the contract area, the following equipment during declared fire season.

FOR EACH OPERATION AREA

Fire Equipment Self Inspection Form

- [] HAND TOOLS - Provide at least 1 tool per person with a minimum of 4 tools per operation area. Tools are to be kept in good repair for firefighting only and stored in a TOOL BOX clearly identified as containing firefighting tools. In general, there should be an equal mix of cutting tools (axe or Pulaski) to digging tools (shovel, hazel hoe, or Pulaski).
- [] WATCHMAN SERVICE -
 - 1) Watchman shall be on duty for 1 hour after the power driven machinery used by the operator has been shut down for the day or that period of time designated by the forester (1 hour fire watch after any operations).
 - 2) Watchman shall visually observe all portions of the operation area on which operation activity has occurred during the day.
 - 3) Watchman shall be physically capable and experienced to operate firefighting equipment.
 - 4) Watchman shall have adequate facilities for transportation and communications in order to be able to summon assistance.
- [] WATER SUPPLY AND DELIVERY EQUIPMENT - Provide a water supply and water delivery equipment, kept ready for immediate use, at each operation area where power driven machinery (except hand held power saw) is used.
 - 1) Water supply shall be a self-propelled motor vehicle with at least 300 gallons, or at least 500 gallons if not self-propelled.
 - 2) Pump capable of discharging not less than 20 gallons/minute when pumping through 50' of hose and a ¼" nozzle at pump level.
 - 3) Provide at least 500' of hose not less than ¾" inside diameter and a nozzle.
 - 4) Water supply, pump, at least 250' hose, and nozzle shall be maintained as a connected, operating unit ready for immediate use.

FOR EACH INTERNAL COMBUSTION ENGINE INVOLVED WITH AN OPERATION (includes trucks)

- [] SPARK ARRESTERS / EXHAUST SYSTEMS - All internal combustion engines shall be equipped and maintained with a spark arrester in good working condition, and that is listed in the most recent edition of the NWCG publication entitled "Spark Arrester Guide", except:
 - 1) Fully turbo-charged engines which are maintained in good operating condition;
 - 2) Engines in motor vehicles operating on public roads equipped with a muffler and exhaust system;
 - 3) Water pumping equipment used exclusively for firefighting (trucks hauling equipment are not exempt);
 - 4) Engines, except ATV and motorcycle, of 50 cubic inch displacement or less equipped with muffler and exhaust system;
 - 5) Engines in heavy trucks equipped with a muffler and exhaust system, which extend at least to the end of the truck frame and discharge to the rear; or extends above the cab of the truck and discharges upward or to rear.
 - 6) Engines in ATV's and motorcycles which are equipped with a muffler and a exhaust system; or a screen which encloses exhaust system and is resistant to heat and corrosion, openings less than .023".
- [] EXTINGUISHERS - Each internal combustion engine, except power saws, shall be equipped with * one 2½ pound size A, B, C rated fire extinguisher approved by a nationally recognized testing laboratory kept ready for immediate use.
*** Two 2 ½ pound fire extinguishers will be equivalent for the 5lb. ABC fire extinguisher required by OR-OSHA**

FOR EACH TRUCK (includes pick-up trucks)

[] FIRE TOOLS AND EXTINGUISHERS

- 1) At least one round point shovel which has a face not less than 8" wide and a handle not less than 26" long; and
- 2) At least one pulaski or axe which has a handle not less than 26" long; and
- 3) At least * one 2½ pound size A, B, C rated fire extinguisher approved by a nationally recognized testing laboratory.
* Two 2 ½ lb fire extinguishers will be equivalent for the 5 lb. ABC fire extinguisher required by OR-OSHA

POWER SAWS (hand held)

- [] EXHAUST SYSTEMS - Each power saw must be equipped and maintained with a spark arrester and other fire prevention equipment that is listed in the most recent edition of the NWCG publication entitled "Spark Arrester Guide". Generally a non-modified saw with an adequate exhaust screen will meet these specifications.

[] TOOLS AND EXTINGUISHERS – kept immediately available.

- 1) At least one round point shovel which has a face not less than 8" wide and a handle not less than 26" long; and
- 2) A fire extinguisher of at least 8 oz. capacity.
- 3) The power saw must stopped during fueling and moved at least 20' from the place of fueling before it is started.

FOR CABLE YARDING OPERATIONS

- [] LOGGING LINES - Do not permit moving lines to rub on rock or woody material in such a way to cause sparks or sufficient heat that may cause ignition of fire.

[] BLOCKS – For each block that guides a moving line :

- 1) Clear ground of all flammable debris for not less than 10' slope distance from point directly below block; and
- 1) Provide at least one pump equipped can or bladder containing not less than 5 gallons of water; and
- 2) Provide at least one round point shovel, which has a face not less than 10" wide, and a handle not less than 26" long.

WAIVERS - The Lakeview District BLM may reduce or waive, in written order, these requirements if conditions so warrant or to take advantage of alternate methods or equipment proposed by the purchaser which provide equal or better prevention or suppression of fire.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Name of Bidder
Tract Number
Sale Name
Sale Notice <i>(dated)</i>
BLM Office

DEPOSIT AND BID FOR: (Check One):

- Timber and/or Other Wood Products**
(Examples of Other Wood Products: biomass, firewood, posts, poles, etc...)
- Vegetative Resources**
(Examples of Vegetative Resources: boughs, pinyon nuts, cones, plants, etc...)

<input type="checkbox"/> Sealed Bid for Sealed Bid Sale	<input type="checkbox"/> Written Bid for Oral Auction Sale
Deadline for accepting sealed bids <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Sale commences <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
On <i>(date)</i> Place	On <i>(date)</i> Place

In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated Timber and/or Other Wood Products or Vegetative Resources 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. If not otherwise specified in the advertisement, bids for less than the advertised price will not be considered. If the bid is rejected the deposit will be returned.

BID SCHEDULE – TIMBER AND/OR OTHER WOOD PRODUCTS OR VEGETATIVE RESOURCES

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

BID SUBMITTED					ORAL BID MADE	
PRODUCT & SPECIES	UNIT of MEASURE	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	PRODUCT VALUE (Quantity X Price)	UNIT PRICE	PRODUCT VALUE (Quantity X Price)
			\$	\$	\$	= \$
			\$	\$	\$	= \$
			\$	\$	\$	= \$
			\$	\$	\$	= \$
			\$	\$	\$	= \$
			\$	\$	\$	= \$
			\$	\$	\$	= \$
			\$	\$	\$	= \$
			\$	\$	\$	= \$
			\$	\$	\$	= \$
			\$	\$	\$	= \$
TOTAL PURCHASE PRICE				\$		\$

If sale contract is executed, undersigned is liable for total purchase price including all modifications executed under the terms of the contract. Timber and/or Other Wood Products or Vegetative Resources designated for removal may be less or more than total estimated volume or quantity shown above.

Bid submitted on *(date)*

By signing this form, the signatory is certifying the following:

- (a) The signatory is a citizen of the United States, a partnership composed wholly of such citizens, an unincorporated association composed wholly of such citizens, or a corporation authorized to transact business in the state in which the timber is located.
- (b) The signatory is the age of majority in the state of the sale.
- (c) The signatory is an authorized representative if not signing as an individual and certifies that he or she is authorized to act as or on behalf of the bidder.
- (d) The signatory and any affiliates have not exported unprocessed private timber from west of the 100th meridian in the lower 48 states in the 24-months prior to the sale date shown on this form.
- (e) The signatory's bid was arrived at by bidder or offeror independently and was tendered without collusion with any other bidder or offeror.
- (f) The signatory and any affiliates are not currently suspended or debarred from contracting with the Federal government unless issued an exception by the Department's Director of the Office of Acquisition and Property Management (exception must be attached to bid form).

Mark each box above to acknowledge each of the certifying statements and complete sections 1-3 as appropriate and sections 4 and 5:

1. Signature, if firm is individually owned	4. Name of firm <i>(type or print)</i>
2. Signatures, if firm is a partnership or L.L.C. i. _____ ii. _____	5. Business address, include zip code <i>(type or print)</i>
3. Corporation - organized under the state laws of: Signature of Authorized Corporate Officer: _____ Title: _____	<p><i>(To be completed following oral bidding)</i></p> <p>I HEREBY confirm the above oral bid By <i>(signature)</i>: _____ Date _____</p>

Submit bid to qualify for either an oral auction or sealed bid sale, together with the required bid deposit.
Make remittance payable to: "Department of the Interior – BLM"

Oral Auction – Submit to Sale Supervisor prior to closing of qualifying period for tract.

Sealed Bid – Send to Contracting Officer, who issued the sale notice, in a sealed envelope marked on the outside with:

- (1) "Bid for Timber and/or Other Wood Products" or "Bid for Vegetative Resources" depending on the products being sold.
- (2) Time bids are to be opened.
- (3) Legal description.
- (4) Sale name and number.

NOTICES

The Privacy Act and the regulations in 43 CFR 2.223(d) require that you be furnished with the following information:

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 and/or Other Wood Products or Vegetative Resources.

INSTRUCTIONS TO BIDDERS

1. *AUTHORITY* – Timber and/or Other Wood Products or Vegetative Resources, 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. 2601); Timber and/or Other Wood Products or Vegetative Resources located on other 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 and/or Other Wood Products or Vegetative Resources, are codified in 43 CFR Group 5400.

2. *QUALIFICATIONS OF BIDDERS* – A bidder for sale of Timber and/or Other Wood Products or 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 and/or Other Wood Products or Vegetative Resources are located.

3. *INSPECTION OF TIMBER AND/OR OTHER WOOD PRODUCTS OR VEGETATIVE RESOURCES* – Bidder is invited, urged, and cautioned to inspect the Timber and/or Other Wood Products or Vegetative Resources prior to submitting a bid. By executing the Timber and/or Other Wood Products or Vegetative Resources sale contract, bidder warrants that the contract is accepted on the basis of his/her examination and inspection of the Timber and/or Other Wood Products or Vegetative Resources and his/her opinion of its value.

4. *DISCLAIMER OF WARRANTY* – Government expressly disclaims any warranty of the fitness of the designated Timber and/or Other Wood Products or Vegetative Resources for any purpose of the bidder; all Timber and/or Other Wood Products or 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 and/or Other Wood Products or Vegetative Resources to be sold is expressly disclaimed by Government.

5. *BIDS* – Each Sealed or written bid for Timber and/or Other Wood Products or Vegetative Resources must be submitted to the Contracting Officer who issued *Timber and/or Other Wood Products or Vegetative Resources Sale Notice*.

(a) *Sealed Bid Sales* – Bids will be received until time specified in the Advertisement. Enclose the bid with required bid deposit in a sealed envelope marked on the outside *Bid for Timber and/or Other Wood Products or Vegetative Resources*, time bid is to be opened, timber sale name and number, and legal description of land on which Timber and/or Other Wood Products or Vegetative Resources are located. In event of a tie, the high bidder shall be determined by lot from among those who submitted the tie bids.

(b) *Oral 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/her 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/her 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 and/or Other Wood Products or Vegetative Resources 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) *Timber and/or Other Wood Products or Vegetative Resources Sales* – For each product and species, bids shall specify (1) Bureau of Land Management estimated unit volume or quantity, (2) bidder’s price per unit and total value, and (3) bidder’s total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, the high bidder agrees to pay the Government for the Timber and/or Other Wood Products or Vegetative Resources designated for removal in accordance with the terms of the contract. Timber and/or Other Wood Products or Vegetative Resources designated for removal may be less or more than the total estimated volume or quantity shown above.

7. *BID DEPOSIT* – All bidders must make a deposit of not less than the amount specified in the *Timber and/or Other Wood Products or Vegetative Resources 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 (*Applies To Timber Only*), 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 shall be applied toward the required sale deposit and/or the purchase price. If the BLM fails to award the timber sale within 90 days of the determination of the high bidder, a portion of the bid deposit may be refunded to the high bidder upon written request to the authorized officer, such that the BLM retains a deposit of at least 5% of the appraised value. The remainder of the full bid deposit must be resubmitted to the BLM once the high bidder is notified in writing that the delay of award has been remedied and the authorized officer is prepared to issue the contract. If the high bidder is unable to provide the full amount of the bid deposit within 30 days of the written notification, the sale may be re-auctioned and the high bidder will be barred from participating in any subsequent auctions for the same tracts.

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/she 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. If contract award is delayed more than 90 days, half of the bid deposit may be refunded to the high bidder until the sale award process resumes.

9. *TIMBER AND/OR OTHER WOOD PRODUCTS OR VEGETATIVE RESOURCES SALE CONTRACTS* – To be executed by purchaser, has been prepared by Government, and may be examined in the District or Field Manager’s office.

10. *PERFORMANCE BOND – (Primarily Used For Timber Sales)*

(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 and/or Other Wood Products or Vegetative Resources 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 and/or Other Wood Products or Vegetative Resources 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 and/or Other Wood Products or Vegetative Resources covered by the bond increase. This increased amount of bond shall be used to assure payment for Timber and/or Other Wood Products or Vegetative Resources cut in advance of payment.

11. *PAYMENT BOND – (Primarily Used For Timber Sales)*

If purchaser elects to (a) cut and remove Timber and/or Other Wood Products or Vegetative Resources, or (b) remove Timber and/or Other Wood Products or Vegetative Resources 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 and/or Other Wood Products or Vegetative Resources covered by the bond. Payment bond shall be used to assure payment for Timber and/or Other Wood Products or Vegetative Resources 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 and/or Other Wood Products or Vegetative Resources 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 and/or Other Wood Products or 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/her 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 and/or Other Wood Products or Vegetative Resources, 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/she 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 any exporters of unprocessed private timber west of the 100th meridian in the contiguous 48 states within 24-months of the sale date are not eligible to purchaser Federal Timber west of the 100th meridian in the contiguous 48 states. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as saw logs, 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 or construction timbers, except western red cedar, meeting current American Lumber Standards Grades or Pacific Lumber Inspection Bureau Export R or N list grades, sawn on four sides, not intended for remanufacture; (2) Lumber, construction timbers, or cants for remanufacture, except western red cedar, meeting current American Lumber Standards Grades or Pacific Lumber Inspection Bureau Export R or N list clear grades, sawn on four sides, not to exceed twelve inches in thickness; (3) Lumber, construction timbers, or cants for remanufacture, except western red cedar, that do not meet the grades referred to in subclause 2 and are sawn on four sides, with wane less than ¼ of any face, not exceeding 8¾ inches in thickness; (4) Chips, pulp, or pulp products; (5) Veneer or plywood; (6) Poles, posts, or piling cut or treated with preservatives for use as such; (7) Shakes or shingles; (8) Aspen or other pulpwood bolts, not exceeding 100 inches in length, exported for processing into pulp; (9) Pulp logs, cull logs, and incidental volumes of grade 3 and 4 saw logs processed at domestic pulp mills, domestic chip plants, or other domestic operations for the primary purpose of conversion of the logs into chips, or to the extent that a small quantity of such logs are processed, into other products at domestic processing facilities.

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