

COOS BAY SALE NO. ORC03-TS-2022.0004  
Ozone Baby CT

COOS BAY DISTRICT OFFICE  
UMPQUA RESOURCE AREA

SALE DATE: March 25, 2022  
SALE TIME: 10:00 a.m.

SALE NO. ORC03-TS-2022.0004, Ozone Baby CT

LOCKED GATE – 2A192 KEY REQUIRED

DOUGLAS COUNTY: OREGON: O&C: ORAL AUCTION: Bid deposit required: \$67,900.00

All timber designated for cutting on: T.20 S., R. 8 W., Sec. 5, Lots 5-20, and Sec. 9, Lots 3, 4, and 5, Will. Mer.

Approx. No. Merch. Trees	Est. Vol. MBF 32' Log	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Vol. Times Appraised Price
23,169	4,202.0	Douglas-fir	5,149.0	\$129.50	\$666,795.50
258	92.0	Western hemlock	114.0	\$48.10	\$5,483.40
1,223	72.0	Red alder	104.0	\$51.20	\$5,324.80
16	1.6	Western Redcedar	2.0	\$383.60	\$767.20
<b>24,666</b>	<b>4,367.6</b>	<b>Totals</b>	<b>5,369.0</b>		<b>\$678,370.90</b>

**THIS TIMBER SALE HAS BEEN CRUISED, APPRAISED, AND ADVERTISED BASED UPON SCRIBNER BOARD FOOT MEASURE (16 FOOT LOG). THE MINIMUM BID FIGURES SHOWN BY SPECIES ARE DOLLARS PER THOUSAND BOARD FEET (\$/MBF). SCRIBNER BOARD FOOT VOLUMES (32 FOOT LOG) BY SPECIES ARE DISPLAYED FOR INFORMATIONAL PURPOSES.**

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.

CRUISE INFORMATION: With respect to merchantable trees of all species in all cruise strata: the average DBHOB is 14.1 inches: the average gross merchantable log contains 55 bd. ft.; the total gross volume is approximately 5,675 thousand bd. ft.; and 95% recovery is expected. The average DBHOB for Douglas-fir is

COOS BAY SALE NO. ORC03-TS-2022.0004  
Ozone Baby CT

14.2 inches; and the average gross merchantable log contains 55 bd. ft. The following cruise methods were used for volume determination:

VARIABLE PLOT: Timber volumes of Units 1-8, were based on a variable plot cruise. Using a 20 basal area factor (BAF), 301 plots were measured, and 23,369 trees were randomly selected to be sampled. The sample trees have been cruised and their volumes computed using form class tables for estimating board foot volumes of trees in 16-foot logs. The volumes are then expanded to a total sale volume.

3P: The Douglas-fir trees in the Right-of-Ways have been cruised using the 3P system to select 7 sample trees. The sample trees have been cruised and the volumes computed using form class tables for estimating board foot volumes of trees in 16-foot logs. Maps showing the approximate locations of the sample trees are available at the Coos Bay District Office.

100% CRUISE: Timber volumes for tree species other than Douglas-fir were based on a 100% cruise in the Right-of-Ways using form class tables for estimating board foot volume of trees in 16-foot logs.

CUTTING AREA: Units 1-8 contain 246 acres of partial cut, 37 acres of Group Selection Areas, 2 acres of road right-of-way to be cut, for a total of 285 acres. Acreage data was collected using a Trimble R1 Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

ACCESS: Access to the sale area is provided via Oregon State highways, Douglas County Roads, government-controlled roads, and privately controlled roads. **Gates restrict access to this sale area. Keys are available at the Coos Bay District Office. A refundable deposit of \$100 is required to obtain a key (2A-192).**

DIRECTIONS TO SALE AREA: From Coos Bay, travel north on Highway 101. Just north of Reedsport, turn right on Smith River Road heading east for approximately 40 miles, turn left on Road 20-8-18.1 (North Sister Creek Road). Go approximately 0.8 miles and turn left on Road 20-8-8.3 (Herb Creek Ridge Road) to access Units 1-3. To access Units 6-8, travel on Road 20-8-18.1 for approximately 1.8 miles, turn left onto the 20-8-8.2 (Sweden Creek Ridge Road). Access to Units 4 and 5 is provided by Road 19-8-29.0 (M-J Line). From this junction with Road 19-8-3.0 (Esmond Creek Road), travel southeast approximately 1.3 miles, turn right on Road 19-8-34.2, or continue approximately 0.7 miles and turn right on Road 19-8-32.8. Refer to Exhibits A and A-1 for unit locations.

ROAD USE & MAINTENANCE: Purchaser shall pay a maintenance and rockwear obligation totaling \$132,115.08 to the Government. Road Use, Maintenance and/or Rockwear Fees totaling \$29,714.32 are payable to Roseburg Resources Co. Purchaser shall enter into a license agreement with Roseburg Resources Company. Purchaser shall maintain approximately 7.8 miles of road.

BUYOUT SECURITY: The Purchaser shall assist in burning as described in Section 42.e.(3)(t). The Purchaser shall have the option of completing the work, or in lieu thereof, may make a buyout security deposit to the Bureau of Land Management in the amount of three-thousand, eight-hundred thirty-five and 70/100 dollars (\$3,835.70) and upon making such contribution, the Purchaser shall be relieved of the obligations set out in this subsection. The purchaser shall notify the Authorized Officer of their intention to make this deposit prior to the

execution of this contract, and the Purchaser shall pay such amount in full prior to commencement of operations.

**ROAD CONSTRUCTION:** Road construction and improvement estimates include the following

- 1.08 miles Class SN-16 road
- 0.15 miles Class SN-12 road

Refer to Exhibit C and D:

**Surfacing:**

- 824 cu. yds. of 1½-inch minus crushed hardrock
- 3,597 cu. yds. of 3-inch minus crushed hardrock
- 1,200 cu. yds. of 6-inch minus crushed hardrock

**DURATION OF CONTRACT:** Shall be 36 months for cutting and removal of timber. The contract shall contain special stipulations regarding logging, road construction, road use and maintenance, fire prevention, hazard reduction and logging residue reduction, log export and substitution, optional scale check of lump sum sales, equal opportunity in employment, cultural resource protection, and sensitive, threatened, or endangered plants or animals.

**SPECIAL PROVISIONS:**

1. Existing standing dead trees that are felled for safety reasons shall be left on site. [41c](#)
2. All Pacific yew trees are reserved from cutting, except within road right-of-ways. [41d](#)
3. All existing down coarse woody debris is reserved from cutting and removal. [41e](#)
4. Seasonal restrictions or daily timing shall apply in the Seasonally Restricted Area, as shown on Exhibit A. Tree felling, yarding, and road construction operations are prohibited from April 1 through August 5. Additionally, a daily timing restriction confines tree felling, yarding, and road construction operations to the period from two (2) hours after sunrise to two (2) hours before sunset from August 6 to September 15. [42b3](#)
5. Directional felling is required away from roads, property lines, posted boundaries, orange-painted reserve trees, and snags. [42b4](#)
6. Cutting or yarding during high sap flow, March 31 through July 1, may be restricted by the Authorized Officer. [42b5](#)
7. In the Partial Cut Area, conifer trees shall be bucked to a maximum of 41-foot lengths. [42b7](#)
8. All trees eight (8) inches DBHOB and larger designated for cutting in the Group Selection Area shall be felled and yarded concurrently with all other trees designated for cutting in the Group Selection Area. [42b9](#)
9. In the Cable Yarding Area, yarding shall be completed with cable-type equipment capable of lateral

COOS BAY SALE NO. ORC03-TS-2022.0004  
Ozone Baby CT

- yarding 75 feet each side of the skyline road. [42b11](#)
10. In the Cable Yarding Area, one-end suspension is required. Lift trees and/or intermediate support trees may be necessary to achieve suspension. [42b13](#)
  11. No-harvest zones will be maintained adjacent to stream channels. Corridor trees felled within the no-harvest zone shall be left on site. Corridor trees within 120 feet of any stream shown on Exhibit A shall be directional felled toward the stream and left on-site. [42b16](#)
  12. Full-log suspension will be required over stream channels. Where full suspension cannot be achieved, yarding will occur during the dry season. [42b17](#)
  13. Within safety standards, harvest trees will be directionally felled away from any stream channels; however, trees that must be felled toward or parallel to the stream channel should be temporarily retained on site to provide bank armament if other trees need to be yarded across the channel. [42b18](#)
  14. All harvesting equipment must be approved in writing by the Authorized Officer prior to any operations. [42b20a](#)
  15. Ground-based operations shall be conducted when soil moisture content is below 25% plastic limit, as determined by the Authorized Officer. [42b20b](#)
  16. In Ground-based Yarding Areas the yarding machine shall utilize slash on skid trails as directed. [42b20c](#)
  17. The location and use of yarding roads and harvester roads in the Cable Yarding Area and Ground-based Yarding Area shall be approved by BLM prior to use by the Purchaser. [42b21](#)
  18. Skyline corridors will be no wider than 12 feet as measured between reserve trees and 150 feet apart on one end as measured perpendicular to the proceeding corridor. [42b21a](#), [42b14](#)
  19. Road building and logging equipment will be washed prior to moving into the Contract Area to minimize the spread of noxious weeds. [42b25](#) and [Exhibit F](#)
  20. Hauling on dirt surfaced roads will be permitted between June 1 and October 15 unless dry conditions extend the hauling season. [42b26](#)
  21. Any required construction, improvement, or renovation of structures and roads shall occur during the dry season, June 1 through October 15, both days inclusive of the same calendar year unless dry conditions extend the construction season. [42c2](#)
  22. The Purchaser shall enter into a license agreement with Roseburg Resources. Road Use, Road Maintenance and/or Rockwear fees totaling \$29,714.32 are payable to Roseburg Resources Co. [42d5](#)
  23. BLM shall assume supervisory responsibility for disposal of logging slash. [42e1](#)
  24. Pile covering shall be completed no later than September 15 of the current year at all landing sites where yarding activities have been completed. [42e3n](#)
  25. The Purchaser shall perform Slash, Lop, and Scatter treatments on approximately thirty-seven (37) acres of Group Selection Area as directed by the Authorized Officer. [42e3x](#)
  26. Within 1 year following the completion of yarding operations, create 1,425 snags as shown on the Exhibit I and as directed by the Authorized Officer. [42f1](#)

SCHEDULE I

Sec. 41. TIMBER RESERVED FROM CUTTING. The following timber on the Contract Area, shown on Exhibit A, which is attached hereto and made a part hereof, is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of the Government:

- a. All timber in the Reserve Area, shown on Exhibit A, and all blazed, orange painted and/or posted trees which are on or mark the boundaries of the Reserve Area.
- b. All orange painted reserve trees marked above and or below stump height within the Partial Cut Area, as shown on Exhibit A.
- c. All existing standing dead trees within the Partial Cut Area and Group Selection Areas except those trees which must be felled to permit safe working operations. Existing snags felled for safety reasons shall be left on site.
- d. Pacific yew and hardwood trees, other than red alder, are reserved from cutting, except within road right-of-ways and Group Selection Areas.
- e. All existing coarse woody debris within the Contract Area, unless the Authorized Officer determines the volume to be included in the Exhibit B, which is attached hereto and made a part hereof.
- f. All Bearing Trees with metal tags which mark property corners.

SPECIAL PROVISIONS - Page 1 of 23 pages

Sec. 42. SPECIAL PROVISIONS. Purchaser shall comply with the special provisions which are attached hereto and made a part hereof unless otherwise authorized, in writing, by the Authorized Officer:

Periodic Payment and First Installment Adjustment

(1) Notwithstanding the provisions of Sec. 3(b), the amount of the first installment may be reduced by the Government when the Contracting Officer requests the Purchaser to interrupt or delay operations for a period expected to last more than thirty days during the operating season. Such interruption or delay must be beyond the Purchaser's control. Operating Season shall be defined, for this purpose, as the time of year in which operations of the type required are normally conducted and not specifically restricted under the contract. The first installment may be reduced to five percent of the installment amount listed in Sec. 3(b), during the delay period. The Purchaser must request such a reduction in writing. When the Contracting Officer notifies the Purchaser that operations may proceed, the purchaser shall have fifteen days after such notification to return the first installment to the full value specified in Sec. 3(b). Failure to return the first installment to the full value within the allotted time will be considered a material breach of contract. No timber shall be cut or removed from

the Contract Area until the first installment is restored to the full amount.

(2) Notwithstanding the provisions of Sec. 3(b), adjustments in the due dates for periodic payments may be made by the Government if the Contracting Officer interrupts or delays contract operations for a period expected to last at least thirty days, and the interruption or delay is beyond the Purchaser's control. Any adjustment made shall provide the Purchaser with an equal amount of operating time as would have been available without the delay. The Purchaser shall request such adjustment in writing before the due date for a periodic payment contained in Sec. 3(b).

### Logging

(1) Prior to commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A pre-work conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved.

(2) Before beginning operations on the Contract Area for the first time, or after a shutdown of ten or more days, the Purchaser shall notify the Authorized Officer in writing of the date he plans to begin operations. He shall also notify the Authorized Officer in writing if he intends to cease operations for any period of ten or more days.

(3) In the Seasonal and Timing Restriction areas, as shown on Exhibit A, falling, bucking, yarding operations shall cease between April 1 and August 5 of the same calendar year, both days inclusive. Daily timing restrictions (work is limited to two hours after sunrise to two hours before sunset) shall apply from August 6 through September 15 of the same calendar year, both days inclusive.

(4) Directional felling is required away from roads, property lines, posted boundaries, orange-painted reserve trees, no-harvest areas and snags.

(5) Cutting or yarding during high sap flow, March 31 through July 1, may be restricted by the Authorized Officer.

(6) All trees designated for cutting shall be felled to the lead of the pre-marked yarding corridors or pre-marked skid roads.

(7) All trees designated for cutting in the Partial Cut Area shall be felled, limbed, topped, and cut into log lengths not to exceed 41 feet before yarding.

(8) Rub trees may be cut and yarded after all lateral yarding is complete on each setting, as directed by

Authorized Officer.

(9) All trees eight (8) inches DBHOB and larger designated for cutting in the Group Selection Area shall be felled and yarded concurrently with all other trees designated for cutting in the Group Selection Area.

(10) All trees designated for cutting in the Group Selection Area shall not be topped or limbed prior to reaching the landing. If the Authorized Officer determines that this stipulation is not being met, the purchaser will be required to gross yard any bucked tops and/or bucked limbs within the Group Selection Area.

(11) Yarding shall be completed with cable-type equipment. A carriage capable of yarding in a fixed position 75 feet in either direction from the skyline corridor will be required.

(12) Complete re-spooling of lines is required in making cable yarding road changes.

(13) One-end suspension will be required for in-haul of logs during cable yarding operations. Lift trees and/or intermediate supports may be required to obtain the required suspension.

(14) Cable yarding corridors will be 150 feet apart, as measured from the tail hold, or where the skyline reaches the far edge of the unit, perpendicular to the preceding corridor.

(15) Where yarding road locations allow, cable yarding will be done so that corridors are parallel rather than radiating from one central landing, and are placed to avoid a stream channel, shown on Exhibit A. Where yarding is to occur over a stream channel, the yarding roads will be kept as perpendicular to the stream channel as possible.

(16) A minimum 120-foot slope distance no-harvest zone shall be maintained on either side of intermittent stream channel and perennial stream channels. Corridor trees felled within the no-harvest zone shall be felled toward the stream channel and left in place.

(17) Where cable yarding must occur over any stream channel with visible flow, logs shall be fully suspended to protect stream banks. Where full suspension is not feasible, operations shall occur only during the dry season, as designated by the Authorized Officer. Bare mineral soil within 50 feet of a stream channel, which has been exposed by yarding, shall be covered with slash to trap sediment and prevent erosion.

(18) Harvest trees shall be directionally felled away from any stream channels; however, trees that must be felled toward or parallel to the stream channel should be temporarily retained on site to provide bank armament if other trees need to be yarded across the channel.

(19) Prior to attaching any logging equipment to a reserve tree, the Purchaser shall obtain written approval from the Authorized Officer and shall take precautions to protect the tree from damage as directed in writing by the Authorized Officer.

(20) In the Ground-based Yarding Area

(a) All Harvesting equipment must be approved in writing by the Authorized Officer prior to any operations.

(b) Ground-based operations shall be conducted when soil moisture content is below 25% plastic limit, as determined by the Authorized Officer. Unseasonably dry or wet weather may shorten or extend the operating season. The Purchaser shall be notified in writing when weather conditions extend the operating season. The Purchaser may be required to suspend ground-based operations during periods of rain, as directed by the Authorized Officer.

(c) Trees shall be felled manually or by a mechanized harvester utilizing a “cut-to-length” system capable of directionally felling, cutting to length, and depositing slash along the harvesting path. The yarding machine shall utilize slash on skid trails and continually place slash on trails so as to not expose bare mineral soil.

(d) The yarding machine must be approved by the Authorized Officer. It must be equipped with a grapple or an extendable and retractable arch and fairlead which is an integral part of the machine that is capable of lifting the leading end of the turn clear of the ground. All logs in the Ground-based Yarding Area shall be yarded with their leading end clear of the ground. A forwarder or tracked log loader may also be used to yard logs within the Ground-based Yarding Area.

(f) Primary skid trails shall use existing trails wherever possible, be spaced at least 100 feet apart, and be no wider than 12 feet as measured between reserve trees.

(g) Primary skid trails shall be blocked with slash or cull material after completion of harvest where the Authorized Officer determines vehicle access is possible.

(h) All ground-based equipment shall be restricted to operating on slopes less than 35% and shall not operate within 120 feet of a stream channel.

(i) Any skid trail with more than 100 feet of continuous bare ground shall have water bars installed and or be covered with slash for erosion control prior to October 15<sup>th</sup> of the same calendar year.

(21) Before cutting and removing any trees necessary to facilitate logging in the Partial Cut Area, the Purchaser shall identify the location of the harvester roads, cable yarding roads and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser’s identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding the following conditions must be met:



(a) All cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with minimum damage to reserve trees, however, unless otherwise approved in writing by the Authorized Officer, the width of each cable yarding corridor shall be limited to 12 feet.

(b) The Purchaser may immediately cut and remove additional timber to clear cable yarding corridors; and provide tail hold, tieback, guy-line, lift and intermediate support trees; and clear danger trees when the trees have been marked with blue paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Sec. 3(b) of the contract or sufficient bonding has been provided in accordance with Sec. 3(d) of the contract.

(c) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Authorized Officer and that such timber shall be sold at the unit prices shown in the Exhibit B of this contract unless the value of the timber must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract; or, the Authorized Officer determines that any tree that exceeds 24 inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Sec. 8 of the contract.

(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 Sec. 10 of the contract, constitutes a violation of the contract, and, under Sec. 13 of the contract, may constitute a trespass rendering the Purchaser liable for damages under applicable law.

(e) If authorization is withdrawn, the Authorized 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 three working days 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 the Exhibit B of the contract or in accordance with Sec. 8 or Sec. 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Authorized 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.

(f) The Government may reserve trees previously designated for cutting and removal by applying orange paint as replacements for additional trees cut and removed for skid roads and/or cable yarding

road corridors when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescription. This may include the replacement of trees damaged by storm events, insects or disease. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price stated in Sec. 2 of this contract shall be reduced accordingly through a unilateral modification to the contract executed by the Authorized Officer.

(22) In accordance with the requirements of Sec. 8, it has been determined that it is in the best interest of the government and within the provisions of 43 CFR §5402.0-6 to sell additional timber located in the Contract Area that is: obstructing needed cable yarding corridors, hazardous to workers in accordance with applicable State safety laws, codes, or regulations and must be cut or removed so that the Purchaser can continue active falling or yarding operations; needed for guy-line trees to meet all applicable State safety laws, codes or regulations and must be cut or removed so the Purchaser can continue active yarding operations; or are severely damaged from the normal conduct of felling or yarding operations. The Purchaser is therefore authorized to cut and remove such additional timber in accordance with the provisions of Sec. 8; provided, however, that:

(a) the Purchaser shall identify each tree sold and cut in accordance with this provision by marking the surface of the stump immediately after cutting with a large "X", cut with a chain saw, and by painting the stump with fluorescent red paint so that the stump can be visually located from a distance of not less than 100 feet;

(b) concurrently with falling, paint the butt of each tree with fluorescent red paint. When butt logs are yarded, deck separately for inspection by Authorized Officer;

(c) The Purchaser conforms to all requirements of Sec. 8 of this contract; provided that (1) the unit prices for additional timber within unit boundaries shall be the unit prices shown in Exhibit B of this contract, or the reappraised unit prices arrived at in accordance with Sec. 9 of this contract, and (2) timber outside of unit boundaries shall be sold at fair market value;

(d) no timber may be cut or removed under the terms of this provision if all contract payments required by Sec. 3. (b) or 3. (d) have not been made; and,

(e) permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:

- (1) failed to properly mark any stump with the "X" mark.
- (2) failed to properly mark any butt log with the "X" mark.
- (3) cut any tree that was reserved for tree improvement and/or wildlife habitat.
- (4) cut any tree in or adjacent to cable yarding corridors that was not necessary to

facilitate cable yarding.

(5) cut any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground-based yarding.

(6) cut any reserve tree that was not severely (as defined during the pre-work conference and documented in the approved logging plan) damaged from felling and yarding operations.

(7) cut more than the minimum number of trees necessary to properly serve as guy-line anchor stumps.

(8) cut or topped more than the minimum number of trees necessary to properly serve as tail hold trees.

(9) cut more than the minimum number of trees necessary to properly serve as tiebacks for topped tail hold trees.

Failure to perform any of the conditions listed above may be considered a trespass.

(23) As directed by Authorized Officer, for a distance of 100 feet from the perimeter of each landing, all logs more than eight (8) inches diameter at the large end and longer than eight (8) feet in length shall be decked or windrowed at the location designated by the Authorized Officer except logs removed from the Contract Area. If a log or a piece of a log meeting or exceeding the above specifications is bucked all portions of that log shall be yarded and decked at the above described location.

(24) In the Partial Cut Area, significant damage to residual trees shall be kept to a minimum. Significant damage is defined as any tree having greater than twelve (12) square inches of the bark removed from the circumference of the tree, any tree with top diameter broken at three (3) inches in diameter or greater, or any tree being visually root sprung. If the Authorized Officer determines that damage has become commonplace due to a lack of caution or operator negligence, a written warning of non-compliance will immediately be issued to the Purchaser. The Authorized Officer may suspend operations until safeguards are put in place to protect the reserve trees. If the damage continues, it will result in a violation of Sec. 13 of the contract, Timber Trespass, and the Purchaser will be held liable for damages. Any reserved trees significantly damaged or destroyed by the Purchaser shall be valued at current market value of the merchantable volume for purposes of determining damages.

(25) To control the spread of noxious weeds, the Purchaser shall conduct all operations involving the transportation and use of equipment and vehicles in strict accordance with the requirements shown on Exhibit F, which is attached hereto and made part hereof. All road building and logging equipment will be washed prior to moving into the Contract Area to minimize the spread of noxious weeds.

(26) Hauling on dirt surfaced roads shall be permitted between June 1 and October 15 unless dry conditions extend the hauling season, as directed by Authorized Officer.

(27) To minimize the risk of attracting predators to activity areas, **all garbage** (especially food

products) shall be contained and removed daily from the Contract Area.

(28) Signs and flaggers shall be required to control traffic when falling timber within 200 feet of any road or conducting any operations requiring flaggers under Sec. 29 of this contract.

c. Road Construction

(1) The Purchaser shall construct, improve, or renovate a road in strict accordance with the road plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof.

(2) Any required construction, improvement, or renovation of structures and roads shall occur during the dry season, June 1 through October 15, unless dry conditions exist that may extend those dates as approved by the authorized officer. Seasonal restrictions or daily timing restrictions as set forth in Sec. [42b3](#) will apply on the following road numbers: 20-8-5.2, 20-8-5.1, Spur 2, and Spur 3.

(3) Any required construction, improvement, or renovation of structures and roads shall be completed and accepted prior to the haul of any timber, except right-of-way timber, over that road.

(4) In addition to the requirements set forth in Sec. 26 of this contract, the Purchaser shall complete erosion control and soil stabilization measures on all cuts, fills, waste areas, and scarified areas, as designated by the Authorized Officer, along all sections of roadway disturbed during the year prior to October 15 of each year. The Authorized Officer may set time limits for the beginning and completion of erosion control and soil stabilization measures and modify seasonal dates to conform to existing weather conditions and changes in the construction schedule. Such work shall be accomplished in accordance with Erosion Control and Soil Stabilization, 1700 and 1800 Series, contained in Exhibit C.

(5) The Purchaser shall, prior to construction of landings, stake all landing locations in accordance with the requirements set forth in Exhibit C. Concurrently with, or at the termination of logging operations, the Purchaser shall pull back and shape onto the landings all overhanging materials to prevent erosion in accordance with the requirements set forth in Exhibit C.

d. Road Use and Maintenance

(1) The Purchaser shall be required to secure written approval to use or haul equipment over Government owned or controlled structures when that equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit.

Tracked type equipment shall not be allowed to cross over concrete bridge decks, other concrete surfaced 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.

Details of such equipment shall be furnished to the Authorized Officer for evaluation of load characteristics, at least 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; and,
- (h) special features (e.g. running tracks, overhang loads, etc.).

The Purchaser shall be responsible for repair of any damage to structures caused by the use of overweight or over-dimension vehicles: (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.

(2) At all times during the period of operations on the Contract Area, and upon completion of said operations, the Purchaser shall be liable for maintenance and repair of such roads shown on Exhibit D, which is attached hereto and made a part hereof, resulting from wear or damage in accordance with the maintenance specifications as shown on Exhibit D.

(3) The Purchaser shall cease winter log hauling when the road surfaces that drain to wetlands and streams become rutted, developing a mud layer on running surfaces, developing areas of standing water, or turbid road runoff is entering wetlands or streams or as determined by the Authorized Officer. The Purchaser shall apply water or approved road surface stabilizers/dust control additives to reduce surfacing material loss and buildup of fine sediment that can enter wetlands, floodplains, and waters of the State during the dry season or as determined by the Authorized Officer.

(4) The Purchaser is authorized to use the roads shown on Exhibit E, which is attached hereto and made a part hereof, for the removal of Government timber sold under the terms of this contract and for haul of mineral material required under the terms of this contract; provided, that the Purchaser shall pay a Maintenance Obligation to the Government totaling \$132,115.08, as shown on Exhibit E. Unless the total Maintenance Obligation due to the BLM is paid prior to commencement of operations on the Contract Area, payments shall be made in installments payable in the same manner as and together with payments required by Sec. 3 of this contract. Timber modification volume will be assessed at a rate of \$24.61/MBF for removal of timber over Government controlled roads.

(5) With the prior written approval of the Authorized Officer, the Purchaser may arrange for

cooperative maintenance with other users of any BLM controlled road included in Secs. 42(c)(1) and 42(d)3 of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of 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.

#### USE IF OTHER THAN ROSEBURG RESOURCES CO IS PURCHASER

(6) In the use of required Roseburg Resources Co roads, shown on Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement RWA E806D, E-142 and C-89, between the United States and Roseburg Resources Co, available for inspection at the Bureau of Land Management, North Bend, Oregon. Prior to commencement of operations, the Purchaser shall enter into and furnish to the Authorized Officer a copy of the required executed License Agreement.

Default by the Purchaser of said Right-of-Way and Road Use Agreement, of any License Agreement executed pursuant thereto shall be considered a violation of this contract. Road Use Fees totaling \$14,654.00 and Road Maintenance and/or Rockwear fees totaling \$15,060.32 are payable to Roseburg Resource Co.

#### USE ONLY IF ROSEBURG RESOURCES CO IS PURCHASER

(7) In accordance with 43 CFR §2812.6, 2(a)(5) the following allowances have been made for amortization of capital investment of the roads covered by Road Agreement E806D, with the Purchaser: Road Use fees totaling \$14,654.00. It is understood that the Total Purchase Price stated in Sec. 2 of this contract is the net price and that no deduction will be made from the contract price because of such allowance.

#### Fire Prevention, Hazard Reduction and Logging Residue Reduction

(1) BLM will assume supervisory responsibility for disposal of logging slash. The assumption by the Government of all obligations for the disposal or reduction of fire hazard under State law does not relieve the Purchaser of the obligations to perform the fire prevention, hazard reduction and logging residue reduction measures required by this contract.

(2) Fire Prevention and Hazard Reduction. Primarily for purposes of fire prevention and fire hazard reduction, the Purchaser shall comply with the following provisions:

(a) Prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, the Purchaser shall, on an annual basis during the term of this contract, prepare fire prevention and control plans to the satisfaction of the Authorized Officer.

(b) Slash shall be disposed of in accordance with the written instructions of the Authorized Officer.

(3) Logging Residue Reduction. Primarily for hazardous fuel reduction, watershed protection and silvicultural purposes, the Purchaser shall comply with the following provisions:

(a) In addition to the requirements of Section 15 of this contract, the Purchaser shall be responsible for logging residue reduction at all landing sites in the sale area.

Specifications for Landing Piling

(b) At all landing sites within the sale area, the Purchaser shall either (1) remove from the site for offsite utilization or (2) pile for burning, all logging residue that is presently on and around the immediate vicinity of the landing site.

(c) Any logs or useable residue identified in the contract as reserved shall remain the property of the Government and may not be shipped for offsite utilization.

(d) Prior to commencement of logging residue removal, the Purchaser shall provide advanced notification to the Authorized Officer in order to arrange for on-site inspections of the removal operations. Upon completion of residue removal, the Purchaser shall notify the Authorized Officer to arrange for a final inspection of the landing sites.

(e) Unless approved in advance by the Authorized Officer, landing piling shall be completed at each yarding location (setting) at the conclusion of yarding operations at that setting while logging equipment is on site.

(f) Unless directed or approved by the Authorized Officer, no landing piles shall be constructed within twenty (20) feet of any reserved green trees, snags, marked wildlife trees, corrugated plastic pipes (CPP's) or other constructed feature or improvement that could be damaged by fire.

(g) Logging residue within the immediate vicinity of the landing and any residue that overhangs the landing sites that can be reached with the logging equipment on site shall be pulled completely back up onto the landing surface and either piled for burning or segregated for other uses.

(h) Logging residue meeting the criteria set forth in Sec. 42.b.(23), shall not be piled for burning but shall be segregated into separate piles that are no closer than twenty (20) feet from residue piles that will be burned.

(i) If during the course of pile construction or during a final acceptance inspection, the Authorized Officer determines that landing piles contain excessive amounts of logging residue that meets the specifications as described in Sec. 42.b.(23), the purchaser may be required to remove the specified residue from the burn piles.

(j) Root wads from road and landing construction activities shall not be included in the landing piles. Piling of slash on top of root wad piles is not permitted. Any root wad piles found by the Authorized Officer to be capped by slash will require the removal and re-piling of the slash by the Purchaser.

(k) To promote efficient and complete burning, landing piles shall be constructed as upright as possible and have a solid base to promote stability and prevent toppling. Construction of low-profile, flat topped piles is generally considered as unacceptable. The Purchaser is responsible for ensuring that properly shaped; contoured and stable landing piles are constructed.

(l) During or after pile construction, landing piles shall be shaped and contoured in such a manner that will allow for polyethylene sheeting (PE) to lay in a smooth and uniform manner completely across the top and partially down the sides of the pile to promote shedding of water, prevent pooling of water and to reduce the possibility of PE being ripped or torn by underlying slash or from wind. Landing piles found by the Authorized Officer not meeting this shaping requirement shall be reconstructed or reshaped by the Purchaser.

(m) The Purchaser shall request an inspection of landing piles before equipment used in piling is moved off site. If piling equipment is moved off site before inspection and the piles are subsequently found to be noncompliant with the specifications and require a re-work, the Purchaser shall be responsible for costs associated with move-in of piling equipment to rework piles. Unless approved by the Authorized Officer, all requests for inspection of landing piling shall be made in writing (email is acceptable) at least ten (10) days in advance of planned equipment removal.

#### Specifications for Landing Pile Covering

(n) Only landing piles that have been inspected and approved by the Authorized Officer shall be covered. Pile covering shall be completed no later than September 15 of the current year at all landing sites where yarding activities have been completed. This applies to each year that the timber sale is active.

(o) The Purchaser shall place polyethylene sheeting (PE), minimum four (4) MIL thickness over the pile so as to provide an adequate level of protection from fall/winter rains. PE sheeting shall lie uniformly and as smoothly as possible across the top of the pile and shall extend partially down the sides. For small properly constructed piles with base dimensions of approximately 10 ft. x 10 ft. or less, the size of the PE sheeting should be a minimum of one hundred (100) square feet.

(p) To meet ignition and combustion needs, larger piles will require additional PE sheeting to adequately cover the pile and protect it from wetting fall/winter rains. The Purchaser shall contact the Authorized Officer before any pile covering begins to receive specific direction on which piles will require additional covering. At that time, the Authorized Officer will identify all piles that shall have additional PE covering. If piles are covered without the advice and consent of the Authorized Officer and are subsequently found to be inadequately covered, the Purchaser may be required to re-cover or add additional covering to the



piles before acceptance is made.

(q) At landing sites with excessive logging residue that overhangs the landing which cannot be reached and pulled back up onto the landing with equipment on site, the Purchaser shall place additional PE sheeting over the residue concentrations below the landings.

(r) All PE sheeting shall be weighted down with slash or logging debris in order to prevent blowing off or sliding. An adequate amount of anchoring material should be placed on top of the pile but no more than 20 percent of the material to be piled may be placed on top of the PE.

(s) Piles of root wads generated from road and landing construction activities and piles of residue identified by the Authorized Officer for other uses shall not be covered with PE sheeting. If root wad piles are found to be covered the Authorized Officer may require the removal and disposal of PE sheeting.

#### Specifications Applicable to Landing Pile Burning

(t) In accordance with verbal or written instructions to be issued by the Authorized Officer at least ten (10) days in advance of the earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or his/her designated representative, assist in burning and fire control, at the Purchaser's expense, provide the services of personnel and equipment as follows:

1. The Purchaser shall begin pile burning within fourteen (14) hours of notification by the Authorized Officer.
2. The Purchaser shall dispose of removed polyethylene sheeting in accordance with any applicable Federal, State, and municipal laws. Removed polyethylene sheeting shall not be disposed of in burn piles.
3. All personnel directly involved in burning operations must have a current qualification card for FFT2 or higher. All qualifications are defined according to National Wildfire Coordinating Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1. Qualifications and equipment levels are the minimum and may exceed those stated above. All listed personnel shall be physically fit, experienced, and fully capable of functioning as required. All personnel shall arrive at the project area with the following personal safety equipment: lug-soled leather boots with minimum eight (8) inch uppers that provide ankle support; an approved hardhat; leather gloves; long pants and a long sleeve shirt made of approved aramid fabric (Nomex or equivalent); and an approved fire shelter.
4. For each entry, the Purchaser may provide more personnel, equipment and materials

than indicated but no less than the minimum requirements below unless approved in advance by the Authorized Officer. Minimum personnel, equipment and materials requirements for burning landing piles are:

- a. One (1) English-speaking foreman for crew supervision.
  - b. Four (4) people to assist the foreman in pile burning.
  - c. Five (5) drip torches and sufficient mixed fuel to complete all pile burning.
5. A minimum of eighty (80) percent consumption of each pile is required. Stoking of piled material around pile edges may be required to meet the 80% consumption requirement. Stoking can be accomplished by hand, or the Purchaser will be allowed to use heavy equipment (if onsite) to facilitate stoking or re-piling of residue during pile burn operations. If used, the heavy equipment shall not be allowed to operate off all-weather road surfaces.
  6. No mop-up is required of the Purchaser.
  7. Multiple entries over the life of the contract may be required to complete pile burning. Purchaser provided personnel; equipment and materials requirements will remain the same as No. 4 above for each entry. Any change in the requirements must be approved in advance by the Authorized Officer.

(u) Buyout Security

1. The Purchaser shall assist in burning as described in Section 42.e.(3)(t). The Purchaser shall have the option of completing the work, or in lieu thereof, may make a buyout security deposit to the Bureau of Land Management in the amount of three-thousand, eight-hundred thirty-five and 70/100 dollars (\$3,835.70) and upon making such contribution, the Purchaser shall be relieved of the obligations set out in this subsection. The purchaser shall notify the Authorized Officer of their intention to make this deposit prior to the execution of this contract, and the Purchaser shall pay such amount in full prior to commencement of operations.

Specifications for Slashing, Lopping and Scattering (SLS) in the Group Selection Areas (GSA)

(v) In accordance with oral, email or written instructions to be issued by the Authorized Officer at least ten (10) days in advance of earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or their designated representative, assist in site preparation of the Group Selection Areas (GSA). The Purchaser, at their own expense, shall provide the services of personnel and equipment as

follows:

(w) The Purchaser shall perform logging residue reduction and site preparation work on approximately thirty-seven (37) acres of GSA as directed by the Authorized Officer.

1. The required work shall consist of the treatment listed in the table below. The locations of Slash, Lop, and Scatter (SLS) treatments shall be determined by the Authorized Officer as harvest activity progresses. The final number of treatment acres shall be determined by the Authorized Officer and specified in writing by the Contracting Officer before contract termination. Final treatment acreage shall be determined using the same methods that were used for calculating the sale unit acreage. The following treatment and estimated treatment acres were assumed for appraisal purposes on this contract:

Treatment Type	GSA Treatment Acres (estimated)	Cost per Acre	Total Cost
Slash, Lop and Scatter (SLS)	37	\$612.00	\$22,644.00
Total Appraised Cost			\$22,644.00

2. The total Purchase Price set forth in Section 2 shall be adjusted by the amount that the total cost of the site preparation treatments designated pursuant to Section 42.e.(3)(w)1. differs from: twenty two thousand six hundred forty-four dollars (\$22,644.00) as calculated by using the final acreage as determined by the Authorized Officer and the per acre cost listed in Section 42.e.(3)(w)1. An increase of treatment acres would result in a purchase price reduction whereas a decrease of treatment acres would result in a purchase price increase.

(x) The required work shall consist of post-harvest slashing, lopping and scattering (SLS) of residual vegetation (brush and damaged trees) and logging residue. Multiple entries over the life of the contract may be required in order to meet critical silvicultural objectives. SLS work shall comply with the following:

1. All brush species one (1) foot or greater in height, damaged conifer reproduction and hardwoods, and hardwoods not marked or otherwise identified for retention, shall be completely severed from the stumps. Brush species consist of shrubs with single or multiple stems originating at or near ground level and not normally reaching twenty (20) feet in height. Examples include (but are not limited to) vine maple, salmonberry, hazel, huckleberry, thimbleberry, manzanita, ocean spray, ceanothus species, broom species, blackberry species and rhododendron.
2. Stump heights shall not exceed four (4) inches measured on the uphill side.

3. No live limbs will be left on stumps.
4. Slashed hardwoods shall be bucked every four (4) feet and the limbs will be completely severed from the bole of the cut hardwood.
5. Except for felled or existing down trees identified by the Authorized Officer as coarse wood, conifers (including blowdown) and hardwoods felled but not yarded during harvest operations shall be bucked sufficiently to bring the bole down to the ground. All limbs will be severed from the bole of the trees.
6. All slashed vegetation and logging debris (brush, limbs and boles) shall be sufficiently cut and/or scattered in such a manner that will reduce the average slash depth in any given location to no more than twelve inches (1 foot).
7. All slash, lop, and scatter work must be completed by October 15 for all areas where logging was completed on August 1 of each year.

(y) Time is of the essence in complying with these provisions. In the event the Purchaser fails to provide the personnel, equipment and materials required herein, the Purchaser shall be responsible for all additional costs incurred by the Government in disposing of slash including but not limited to the wages and other costs of providing federal employees and others as substitute labor force, the cost of providing substitute equipment, materials, and appropriate additional overhead expenses. If the Purchaser's failure results in deferral of treatments and conditions necessitate additional site preparation work and/or the use of additional personnel and equipment to accomplish the planned treatments, the Purchaser also shall be responsible for such additional costs.

### Snag Creation

(1) The Purchaser shall, within one (1) year following the completion of yarding operations, create 1,425 snags, as directed by the Authorized Officer and in accordance with the following stipulations:

- (a) The Purchaser shall create 849 snags in the Snag Group locations in quantities indicated on the Exhibit I, and as directed by the Authorized Officer. Snags shall be greater than ten (10) inches. If trees are not available in the size class specified, 10-20 inches in diameter or greater than 20 inches in diameter, use trees from the next largest size class available.
- (b) The Purchaser shall create 266 snags dispersed within the Snag Creation Area locations in quantities indicated on the Exhibit I, and as directed by the Authorized Officer. Snags shall be created in the size class specified above (a); shall be no closer than two hundred (200) feet slope distance from streams.

- (c) The Purchaser shall create 310 snags dispersed in the Riparian Reserve Snag Creation Area locations in quantities indicated on the Exhibit I. The Riparian Reserve Snag Creation Area is defined by a distance equivalent to approximately two hundred (200) feet slope distance from the stream. Snags shall be created in the size class specified above (a) and shall be no closer than two (2) live green trees apart.
- (d) The Purchaser may meet snag creation requirements with trees of any species, except western redcedar (*Thuja plicata*).
- (e) Snags shall generally be created by girdling live, green trees at three and one-half (3½) feet above the root collar; girdling will consist of severing the cambial tissue at least ¾ of the circumference around the bole of the tree, without cutting into the sapwood more than one and one-half (1½) inches and removing a four (4) inch band of bark. Alternatively, girdling may be achieved through use of three (3) parallel cuts into the cambial tissue around the tree as specified within Exhibit I.
- (f) The Purchaser shall not girdle trees for snag creation within the 100 feet (minimum slope distance) of any open or unblocked roads, unless approved by the Authorized Officer.
- (g) The Purchaser shall number each snag created; the number shall be painted on the bole of the snag using high visibility paint such that the number is visible.
- (h) The Purchaser shall submit created snag location registers in the form of legible and complete maps and/or submit GPS coordinates (<= 20-meter accuracy) representing snag group and individual scattered tree locations. Electronic GPS files shall be submitted in “.gpx” format unless an alternative format is approved by the Authorized Officer.
- (i) Any tree with the following characteristics shall be avoided for snag creation treatment:
  - a. Existing broken tops (live or dead trees), multiple-top, or dead-top trees;
  - b. Trees exhibiting severe mechanical damage, fire-scars, obvious disease, or decay (example: root rot fungi at base or large mistletoe platforms);
  - c. Any tagged tree (bearing tree or designated genetic/research tree).

#### Optional Scale Check of Lump Sum Sales

(1) The Government, at its option, may administratively check scale any portion of the timber removed from the Contract Area, and if necessary, conduct check scaling of independent scalers contracted to BLM for administrative check scaling purposes. The Purchaser hereby agrees to make such contract timber available for such scaling at a location or locations to be approved in writing by the Authorized Officer. At the approved location or locations, the Purchaser shall provide an area for logs to be safely rolled out for scaling, to unload logs from trucks, place logs in a manner so that both ends, and three faces of each log are visible for scaling, and to reload or remove logs after scaling has been completed.

(2) In the event that BLM elects to administratively check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows. If the entire sale is check scaled by yard scale, the purchase price of this contract shall be reduced by \$4,026.75. In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of \$4,026.75 which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling. Scaling shall be conducted in accordance with the Eastside Scribner Scaling Rules by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report will be made available to the Purchaser upon request.

#### 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. 94165 and 43 CFR §5400 and §5424 as amended.

(1) All timber sold to the Purchaser under the terms of the contract is restricted from export under the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as (1) any logs except those of utility grade or below, such as 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 uses; or (4) western redcedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8-3/4) inches in thickness or less; (6) shakes and shingles.

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

The Purchaser is required to maintain and upon request to furnish the following information:

- (a) date of last export sale;
- (b) volume of timber contained in last export sale;
- (c) volume of timber exported in the past 24 months from the date of last export sale;
- (d) volume of Federal timber purchased in the past 24 months from the date of last export sale;

- (e) volume of timber exported in succeeding 24 months from date of last export sale; and,
- (f) volume of Federal timber purchased in succeeding 24 months from date of last export sale.

(2) In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a "Certificate as to Nonsubstitution and the Domestic Processing of Timber" (Form 5460-16). 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.

(3) In the event an affiliate of the Purchaser has exported private timber within 24 months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in a form specified by the Authorized Officer and furnish the information.

(4) Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer a "Log Scale and Disposition of Timber Removed Report" (Form 5460-15) which shall be executed by the Purchaser. In addition, the Purchaser is required under the terms of this contract to retain for a three-year period from the date of termination of the contract the records of all sales or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management.

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

If multiple trailers (mule trains) are used, each bunked load shall be considered an individual load, and these guidelines shall apply to each bunked load. If a flatbed stake trailer is used, each bundle shall be treated as a separate load. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. Any increased costs for log branding and painting shall be the responsibility of the Purchaser.

(6) 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 Sec. 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.

#### Cultural Resource Protection

- (1) If in connection with operations under this contract, the Purchaser, his contractors, sub-contractors,

or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the Contract Area such as historical or prehistorical ruins, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Authorized Officer.

(2) Pursuant to 43 CFR §10.4(g) the holder of this authorization must notify the Authorized Officer, by telephone, with written confirmation, immediately upon discovery of human remains, funerary items, sacred objects, or objects of cultural patrimony. Further, pursuant to 43 CFR §10.4(c) and (d), you must stop activities in the vicinity of the discovery and protect it for 30 days or until notified to proceed by the Authorized Officer.

Sensitive, Threatened, or Endangered Plants or Animals

The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:

- (a) 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 re-initiation of consultation is required concerning the species prior to continuing operation, or;
- (b) 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
- (c) 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;
- (d) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (e) 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 thirty (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 thirty (30) days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Sec. 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 Sec. 3.a. of the contract within fifteen days after the bill for collection is issued, subject to Sec. 3.j. 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 thirty days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser. Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

In the event that operating time is lost as a result of the incorporation of additional contract requirements, or delays due to Endangered Species Act consultation with the U.S. Fish and Wildlife Service or U.S. National Marine Fisheries Service, or court-ordered injunctions, the Purchaser agrees that an extension of time, without reappraisal, will constitute a full and complete remedy for any claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to the Purchaser.

The Contracting Officer may determine that it is necessary to terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, protect occupied marbled murrelet sites in accordance with the ROD and RMP, protect species that have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, marbled murrelet occupied site protection in accordance with the ROD and RMP, survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

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

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

### Safety

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

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

Exhibit F

## SPECIAL PROVISIONS TO CONTROL THE SPREAD OF NOXIOUS WEEDS

### Vehicle and Equipment Cleaning

1. Cleaning shall consist of the removal of soil and debris by washing with a high-pressure hose or steam cleaning. Cleaning and inspection sites will be agreed to by Purchaser and BLM. All petroleum product residues shall be contained at wash sites and dealt with in accordance to DEQ standards. Contractor shall provide an approved plan for the cleaning station that demonstrates that the station meets all DEQ and water quality regulations. All necessary permits shall be obtained by the contractor.

2. All equipment parts shall be cleaned as designated by the Authorized Officer, including removal of tractor belly plates, in accordance with Sec. 1 above.

All construction, logging and slash disposal equipment shall be cleaned prior to entering the Contract Area. The Authorized Officer will determine if log trucks and vehicles used for transportation of personnel shall be cleaned, based upon the location of use immediately prior to current timber sale. If the vehicles have been in a weed-infested area, they shall be washed before entering Contract Area, as shown on Exhibit A.

TIMBER SALE CONTRACT MAP  
 USDI-BLM COOS BAY DISTRICT  
 T. 20 S., R. 08 W., Secs. 5 & 9 Will. Mer.

SALE NO. ORC03-TS-2022-0004  
 EXHIBIT I  
 Page 1 of 3  
 Ozone Baby CT

THINNING

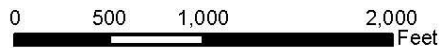
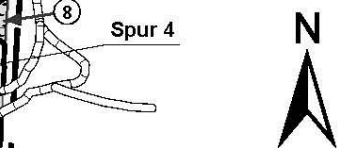
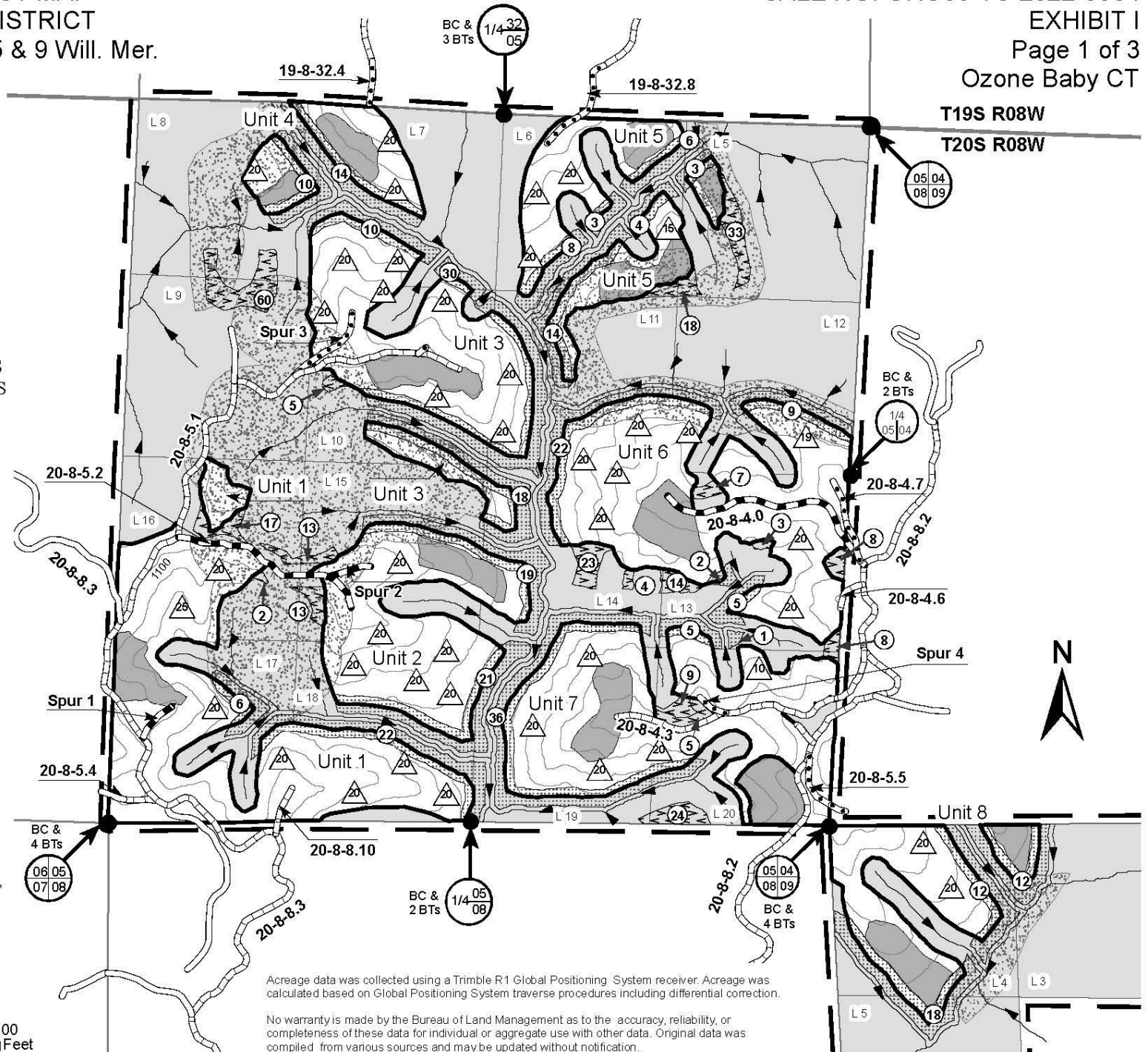
UNIT 1	54 ACRES
UNIT 2	33 ACRES
UNIT 3	38 ACRES
UNIT 4	13 ACRES
UNIT 5	24 ACRES
UNIT 6	50 ACRES
UNIT 7	48 ACRES
UNIT 8	23 ACRES
ROW	2 ACRES

Total 285 ACRES

Total Reserve Area 432 ACRES  
 Total Contract Area 717 ACRES

L# Lot Number

- Approximate Location of Snag Groups and Number of Created Snags
- Number of Scattered Snags Created within Designated Snag Creation Areas
- Corner Found
- Existing Road
- Road to be Improved
- Road to be Constructed
- Road to be Renovated
- 100' Contour
- Stream Channel
- Snag Creation Area
- Riparian Reserve Snag Creation Area
- Seasonal and Daily Timing Restriction
- Group Selection Area (Slash, Lop, Scatter)
- Partial Cut Area
- Reserve Area
- Boundary of Contract Area



Acreeage data was collected using a Trimble R1 Global Positioning System receiver. Acreeage was calculated based on Global Positioning System traverse procedures including differential correction.

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 was compiled from various sources and may be updated without notification.

TIMBER SALE CONTRACT MAP  
 USDI-BLM COOS BAY DISTRICT  
 T. 20 S., R. 08 W., Secs. 5 & 9 Will. Mer.

SALE NO. ORC03-TS-2022-0004  
 EXHIBIT I  
 Page 2 of 3  
 Ozone Baby CT

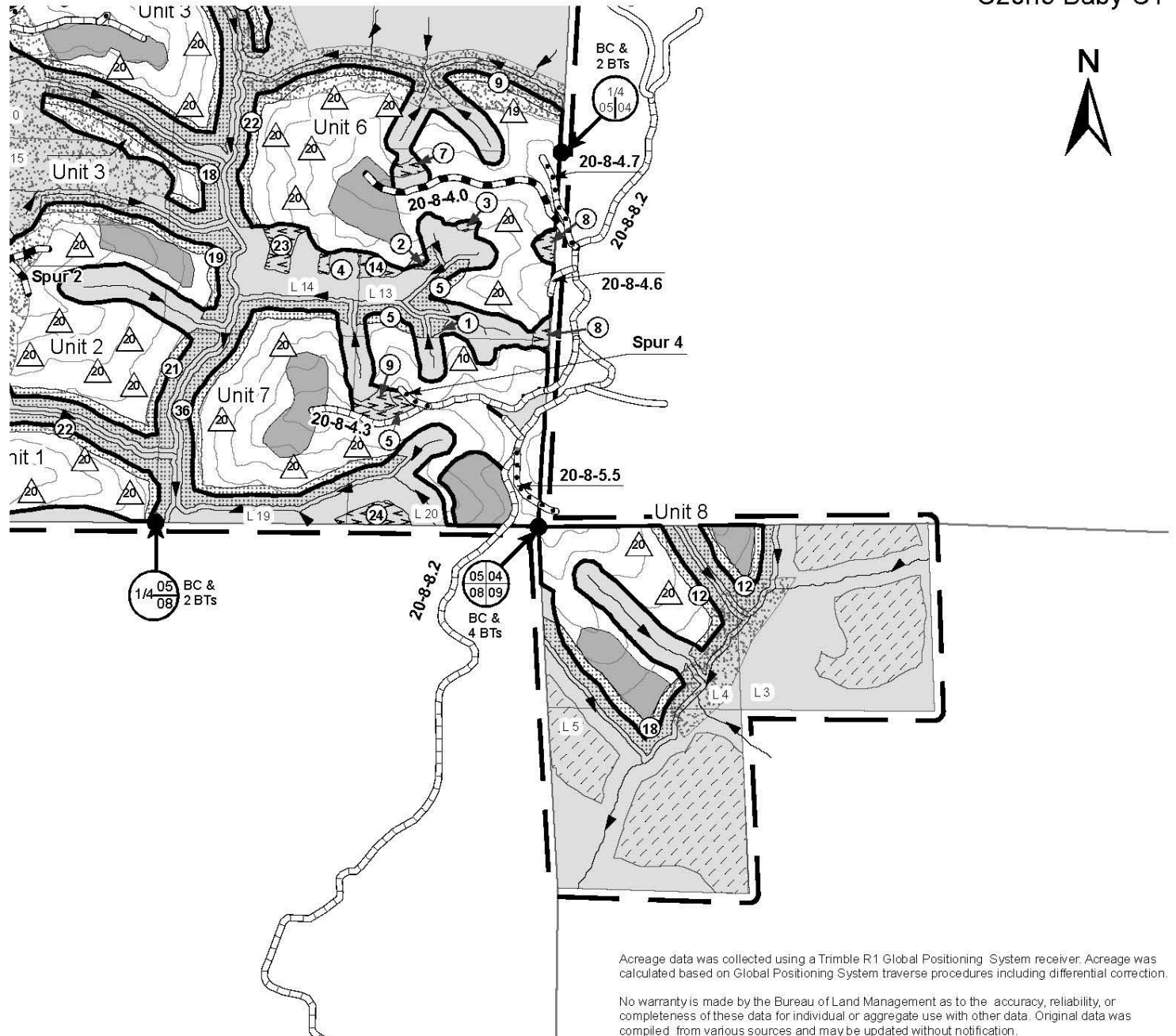
THINNING

UNIT 1	54 ACRES
UNIT 2	33 ACRES
UNIT 3	38 ACRES
UNIT 4	13 ACRES
UNIT 5	24 ACRES
UNIT 6	50 ACRES
UNIT 7	48 ACRES
UNIT 8	23 ACRES
ROW	2 ACRES

Total 285 ACRES

Total Reserve Area 432 ACRES  
 Total Contract Area 717 ACRES

- Approximate Location of Snag Groups and Number of Created Snags
- Number of Scattered Snags Created within Designated Snag Creation Areas
- Corner Found
- Existing Road
- Road to be Improved
- Road to be Constructed
- Road to be Renovated
- 100' Contour
- Stream Channel
- Snag Creation Area
- Riparian Reserve Snag Creation Area
- Seasonal and Daily Timing Restriction
- Group Selection Area (Slash, Lop, Scatter)
- Partial Cut Area
- Reserve Area
- Adjacent Sale Area
- Boundary of Contract Area



Acreage data was collected using a Trimble R1 Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

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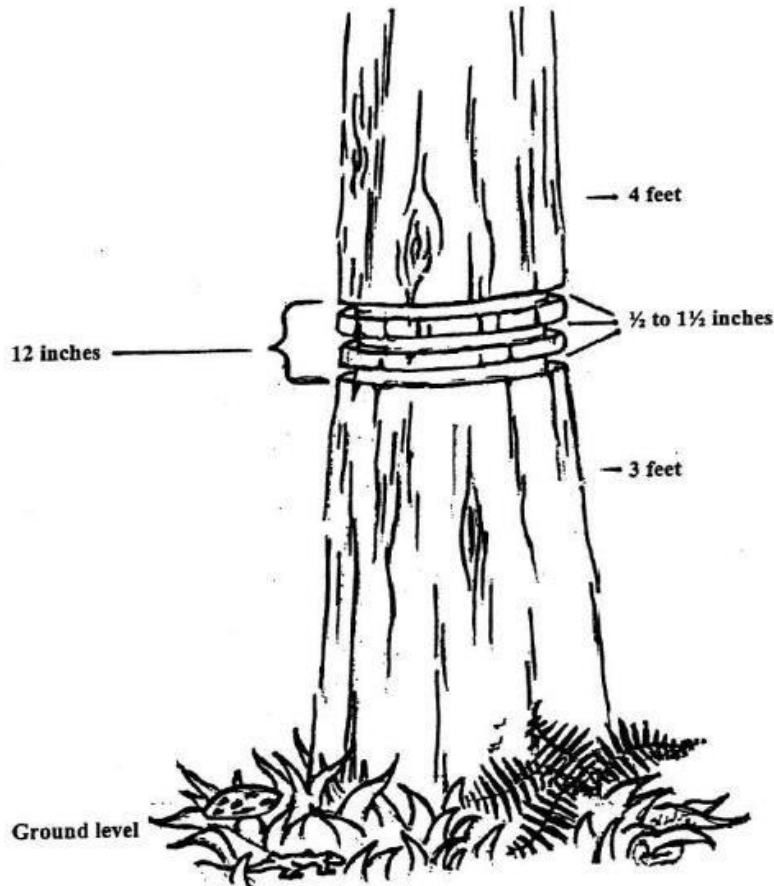
### SPECIFICATIONS FOR BASAL GIRDLING

**GENERAL:**

- (1) Cut around the tree. Each cut must connect, or extend at least  $\frac{3}{4}$  of the circumference, around the tree and penetrate through the cambium layer into the wood at least  $\frac{1}{2}$  inch, but not more than  $1\frac{1}{2}$  inch. The distance between the top cut and the bottom cut shall not exceed twelve (12) inches. Trees shall be girdled between three (3) and four (4) feet above ground level measured from the uphill side of the tree.

Illustration 1- Basal girdling

Basal-Girdling example: make three (3) parallel unbroken cuts around the tree. The distance between the top and bottom of the cut shall not exceed twelve inches. Cuts must penetrate at least  $\frac{1}{2}$  inch, but not more than  $1\frac{1}{2}$  inches into the wood of the tree. Trees shall be girdled between 3 and 4 feet from the ground.



TIMBER SALE CONTRACT MAP  
 USDI-BLM COOS BAY DISTRICT  
 T. 20 S., R. 08 W., Secs.5 & 9 Will. Mer.

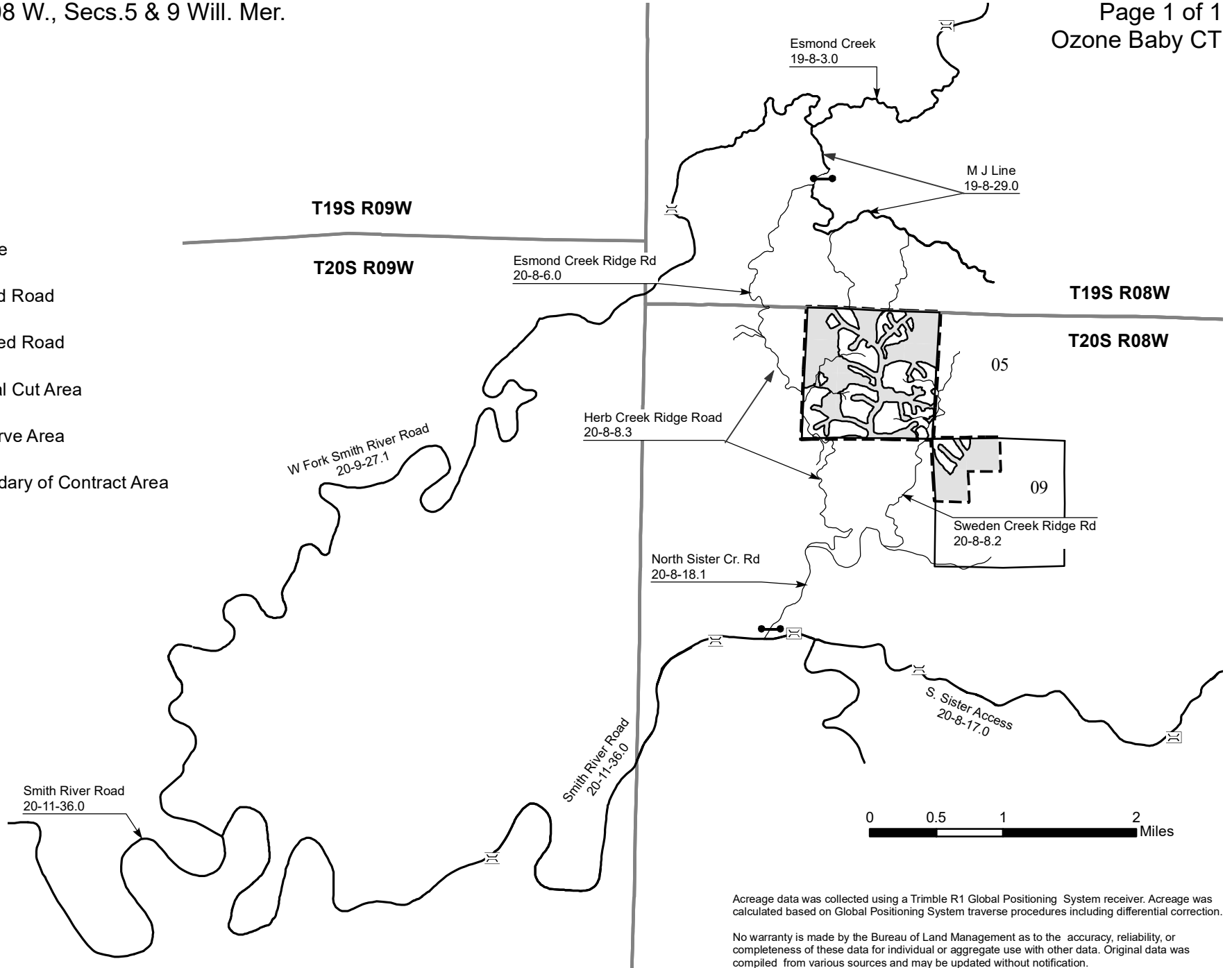
SALE NO. ORC03-TS-2022-0004

EXHIBIT A1

Page 1 of 1

Ozone Baby CT

-  Gate
-  Bridge
-  Paved Road
-  Rocked Road
-  Partial Cut Area
-  Reserve Area
-  Boundary of Contract Area



Acreage data was collected using a Trimble R1 Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

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**TIMBER SALE CONTRACT MAP**  
**USDI-BLM COOS BAY DISTRICT**  
**T. 20 S., R. 08 W., Secs. 5 & 9 Will. Mer.**

**SALE NO. ORC03-TS-2022-0004**  
**EXHIBIT A**  
**Page 1 of 2**  
**Ozone Baby CT**

**THINNING**

UNIT 1	54 ACRES
UNIT 2	33 ACRES
UNIT 3	38 ACRES
UNIT 4	13 ACRES
UNIT 5	24 ACRES
UNIT 6	50 ACRES
UNIT 7	48 ACRES
UNIT 8	23 ACRES
ROW	2 ACRES
<b>Total</b>	<b>285 ACRES</b>

Total Reserve Area 432 ACRES  
 Total Contract Area 717 ACRES

- L# Lot Number
- ⊕ Truck Turnaround
- ⊙ Waste Site
- ⊗ Proposed Landing
- Corner Found
- Existing Road
- ▬ Road to be Improved
- ▬ Road to be Constructed
- ▬ Road to be Renovated
- 100' Contour
- Stream Channel
- ▨ Seasonal and Daily Timing Restriction
- ▩ Group Selection Area
- ▭ Partial Cut Area
- ▨ Adjacent Sale Area
- ▨ Reserve Area
- ▭ Boundary of Contract Area



Acreage data was collected using a Trimble R1 Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

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 was compiled from various sources and may be updated without notification.



TIMBER SALE CONTRACT MAP  
 USDI-BLM COOS BAY DISTRICT  
 T. 20 S., R. 08 W., Secs. 5 & 9 Will. Mer.

SALE NO. ORC03-TS-2022-0004  
 EXHIBIT A  
 Page 2 of 2  
 Ozone Baby CT

THINNING

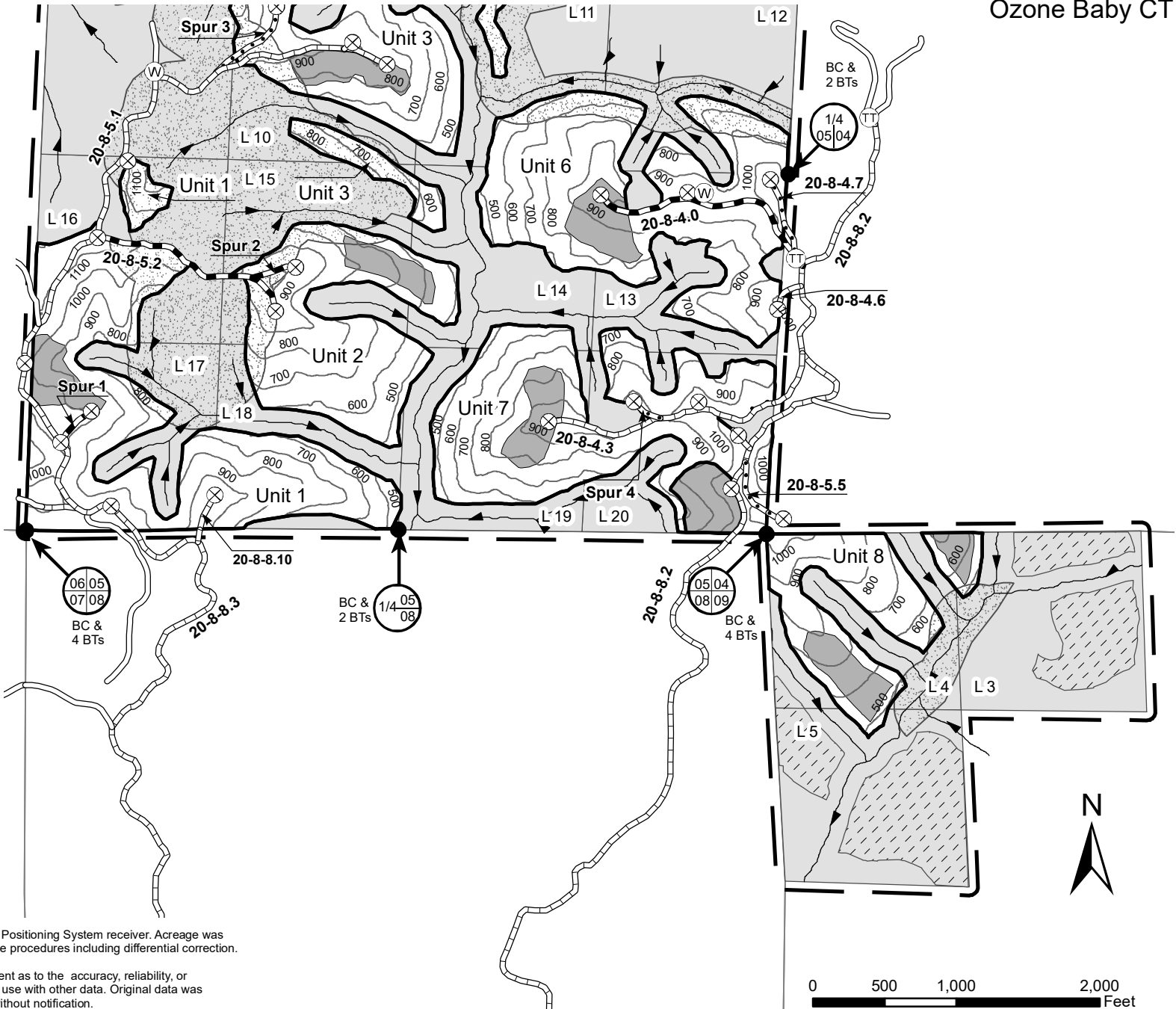
UNIT 1	54 ACRES
UNIT 2	33 ACRES
UNIT 3	38 ACRES
UNIT 4	13 ACRES
UNIT 5	24 ACRES
UNIT 6	50 ACRES
UNIT 7	48 ACRES
UNIT 8	23 ACRES
ROW	2 ACRES
<b>Total</b>	<b>285 ACRES</b>

Total Reserve Area 432 ACRES  
 Total Contract Area 717 ACRES

- L# Lot Number
- Ⓣ Truck Turnaround
- Ⓦ Waste Site
- ⊗ Proposed Landing
- Corner Found

- Existing Road
- Road to be Improved
- Road to be Constructed
- Road to be Renovated

- 100' Contour
- Stream Channel
- Seasonal and Daily Timing Restriction
- Group Selection Area
- Partial Cut Area
- Adjacent Sale Area
- Reserve Area
- Boundary of Contract Area



Acreage data was collected using a Trimble R1 Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

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

page 1  
**Contract No: ORC03-TS-2022.0004**

**EXHIBIT B  
LUMP SUM SALE**

**Sale Name  
Ozone Baby**

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. Except as provided in Sec. 2, Purchaser shall be liable for total purchase price even though quantity of timber actually cut or removed or designated for taking is less than the estimated volume or quantity shown. Cutting areas are shown on Exhibit A.

SPECIES	ESTIMATED VOLUME MBF	in	PRICE PER UNIT	AMOUNT OF ESTIMATED VOLUME OR QUANTITY x UNIT PRICE
Douglas-fir	5149	MBF	\$129.50	\$666,795.50
western hemlock	114	MBF	\$48.10	\$5,483.40
Red Alder	104	MBF	\$51.20	\$5,324.80
western redcedar	2	MBF	\$383.60	\$767.20
<b>Totals</b>	<b>5369</b>	<b>MBF</b>		<b>\$678,370.90</b>

The apportionment of the total purchase price is as follows:

**Approx.  
No. of  
Trees**

**UNIT NO. 1**

**EST. NET  
MBF VOL.**

4215	Douglas-fir	932	\$129.50	\$120,694.00
44	western hemlock	20	\$48.10	\$962.00
197	Red Alder	18	\$51.20	\$921.60
3	Western red cedar	0.1	\$383.60	\$38.36
<b>4459</b>	<b>TOTALS</b>	<b>970.1</b>		<b>\$122,615.96</b>

<b>54</b>	<b>Acres =</b>	<b>\$2,270.67</b>	<b>/Ac.</b>
<b>Unit Total</b>			<b>\$122,615.96</b>

**Approx.  
No. of  
Trees**

**UNIT NO. 2**

**EST. NET  
MBF VOL.**

2576	Douglas-fir	569	\$129.50	\$73,685.50
27	western hemlock	12	\$48.10	\$577.20
120	Red Alder	11	\$51.20	\$563.20
2	Western red cedar	0.3	\$383.60	\$115.08
<b>2725</b>	<b>TOTALS</b>	<b>592.3</b>		<b>\$74,940.98</b>

13006.57

<b>33</b>	<b>Acres =</b>	<b>\$2,270.94</b>	<b>/Ac.</b>
<b>Unit Total</b>			<b>\$74,940.98</b>

**Approx.  
No. of  
Trees**

**UNIT NO. 3**

**EST. NET  
MBF VOL.**

2966	Douglas-fir	656	\$129.50	\$84,952.00
31	western hemlock	14	\$48.10	\$673.40
139	Red Alder	12	\$51.20	\$614.40
2	Western red cedar	0.3	\$383.60	\$115.08
<b>3138</b>	<b>TOTALS</b>	<b>682.3</b>		<b>\$86,354.88</b>

38	Acre =	\$2,272.50	/Ac.
Unit Total			\$86,354.88

Approx.  
No. of  
Trees

UNIT NO. 4

EST. NET  
MBF VOL.

1015	Douglas-fir	224	\$129.50		\$29,008.00
11	western hemlock	5	\$48.10		\$240.50
47	Red Alder	4	\$51.20		\$204.80
1	Western red cedar	0.1	\$383.60		\$38.36
1074	TOTALS	233.1			\$29,491.66

13	Acre =	\$2,268.59	/Ac.
Unit Total			\$29,491.66

Approx.  
No. of  
Trees

UNIT NO. 5

EST. NET  
MBF VOL.

1873	Douglas-fir	414	\$129.50		\$53,613.00
20	western hemlock	9	\$48.10		\$432.90
88	Red Alder	8	\$51.20		\$409.60
1	Western red cedar	0.2	\$383.60		\$76.72
1982	TOTALS	431.2			\$54,532.22

24	Acre =	\$2,272.18	/Ac.
Unit Total			\$54,532.22

Approx.  
No. of  
Trees

UNIT NO. 6

EST. NET  
MBF VOL.

3903	Douglas-fir	863	\$129.50		\$111,758.50
41	western hemlock	19	\$48.10		\$913.90
183	Red Alder	16	\$51.20		\$819.20
3	Western red cedar	0.4	\$383.60		\$153.44
4130	TOTALS	898.4			\$113,645.04

50	Acre =	\$2,272.90	/Ac.
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<b>Unit Total</b>	<b>\$113,645.04</b>
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Approx.  
No. of  
Trees

**UNIT NO. 7**

**EST. NET  
MBF VOL.**

3747	Douglas-fir	828	\$129.50		\$107,226.00
39	western hemlock	18	\$48.10		\$865.80
175	Red Alder	16	\$51.20		\$819.20
3	Western red cedar	0.4	\$383.60		\$153.44
<b>3964</b>	<b>TOTALS</b>	<b>862.4</b>			<b>\$109,064.44</b>

<b>48</b>	<b>Acres =</b>	<b>\$2,272.18</b>	<b>/Ac.</b>
<b>Unit Total</b>			<b>\$109,064.44</b>

Approx.  
No. of  
Trees

**UNIT NO. 8**

**EST. NET  
MBF VOL.**

1795	Douglas-fir	397	\$129.50		\$51,411.50
19	western hemlock	9	\$48.10		\$432.90
84	Red Alder	8	\$51.20		\$409.60
1	Western red cedar	0.2	\$383.60		\$76.72
<b>1899</b>	<b>TOTALS</b>	<b>414.2</b>			<b>\$52,330.72</b>

<b>23</b>	<b>Acres =</b>	<b>\$2,275.25</b>	<b>/Ac.</b>
<b>Unit Total</b>			<b>\$52,330.72</b>

Approx.  
No. of  
Trees

**UNIT NO. RW**

**EST. NET  
MBF VOL.**

1079	Douglas-fir	266	\$129.50		\$34,447.00
28	western hemlock	8	\$48.10		\$384.80
190	Red Alder	11	\$51.20		\$563.20
<b>1297</b>	<b>TOTALS</b>	<b>285</b>			<b>\$35,395.00</b>

<b>2</b>	<b>Acres =</b>	<b>\$17,697.50</b>	<b>/Ac.</b>
<b>Unit Total</b>			<b>\$35,395.00</b>



Sale Name **Ozone Baby**

SALE VOLUME: 5369 NET MBF 0 Sale Number **ORC03-TS-2022.0004**

A. ROAD USE FEES - Payable to Private Company:

COMPANY NAME	AGREEMENT NUMBER	ROAD NUMBER	NET MBF	USE FEE per MBF	TOTAL FEES	
RRC	RWA E-806D	19-8-32.8	431	\$34.00	\$14,654.00	
RRC	RWA E-142	19-8-29.0	664	\$0.00	\$0.00	FREE USE
RRC	RWA E-806D	19-8-32.4	233	\$0.00	\$0.00	FREE USE
RRC	RWA C-89	19-8-8.2	2154	\$0.00	\$0.00	FREE USE
RRC	RWA C-89	20-8-8.3	2551	\$0.00	\$0.00	FREE USE
RRC	RWA C-89	20-8-4.6	180	\$0.00	\$0.00	FREE USE
RRC	RWA C-89	20-8-5.4	144	\$0.00	\$0.00	FREE USE
TOTAL USE FEE:					\$14,654.00	

B. MAINTENANCE FEES:

1. Maintenance and Rockwear Fees Payable to the U.S. (BLM Maintained Roads):

a. Timber Haul:

Surface Type	ROAD NUMBER	NET MBF	ROAD MILES	ROCKWEAR /MBF/Mile	Subtotal	MAINT+Rock \$/MBF/Mile	Subtotal	TOTAL FEES	
BST	19-8-29.0	664	0.8	\$0.00	\$0.00	\$0.92	\$ 507.03	\$ 507.03	NOD RD
BST	19-8-3.0	664	0.4	\$0.00	\$0.00	\$0.92	\$ 244.35	\$ 244.35	
BST	20-9-27.1	664	12.9	\$0.00	\$0.00	\$0.92	\$ 7,880.35	\$ 7,880.35	
ASC	20-8-18.1	2154	0.96	\$0.00	\$0.00	\$1.72	\$ 3,556.68	\$ 3,556.68	
ASC	20-8-18.1	4705	0.83	\$0.00	\$0.00	\$1.72	\$ 6,716.86	\$ 6,716.86	
BST	20-11-36.0 E	1611	0.30	\$0.00	\$0.00	\$0.92	\$ 444.64	\$ 444.64	
BST	20-8-17.0	1611	6.60	\$0.00	\$0.00	\$0.92	\$ 9,781.99	\$ 9,781.99	
BST	20-7-8.2	1611	9.30	\$0.00	\$0.00	\$0.92	\$ 13,783.72	\$ 13,783.72	NOD RD
BST	20-11-36.0 W	3094	8.70	\$0.00	\$0.00	\$0.92	\$ 24,764.38	\$ 24,764.38	
BST	20-11-36.0 W	3758	18.20	\$0.00	\$0.00	\$0.92	\$ 62,923.95	\$ 62,923.95	
					59.02	\$0.00	\$130,603.95	\$130,603.95	

2. ROCKWEAR Fees Payable to the U.S. (OPERATOR Maintained Roads):

a. Timber Haul:

Surface Type	ROAD NUMBER	NET MBF	ROAD MILES	SURFACE REPLACEMENT /MBF/Mile	TOTAL FEES
ASC	19-8-32.8	431	0.12	\$0.73	\$38.73
ASC	19-8-32.4	233	0.04	\$0.73	\$6.76
ASC	20-8-4.0	501	0.13	\$0.73	\$47.54
ASC	20-8-4.0	681	0.16	\$0.73	\$79.54
NAT	20-8-4.7	180	0.01	\$0.00	\$0.00
ASC	20-8-4.0	861	0.01	\$0.73	\$6.29
NAT	20-8-4.3	323	0.15	\$0.00	\$0.00
NAT	Spur 4	144	0.05	\$0.00	\$0.00
NAT	20-8-4.3	467	0.07	\$0.00	\$0.00
NAT	20-8-4.3	611	0.08	\$0.00	\$0.00
NAT	20-8-4.3	719	0.09	\$0.00	\$0.00
ASC	20-8-5.5	90	0.09	\$0.73	\$5.91
ASC	20-8-5.1	215	0.06	\$0.73	\$9.42
ASC	20-8-5.1	490	0.19	\$0.73	\$59.64
ASC	Spur 3	251	0.12	\$0.73	\$21.99
ASC	20-8-5.1	681	0.22	\$0.73	\$109.37
ASC	20-8-5.1	699	0.12	\$0.73	\$61.23
ASC	20-8-5.2	269	0.06	\$0.73	\$11.78
ASC	Spur 2	180	0.05	\$0.73	\$6.57
ASC	20-8-5.2	449	0.24	\$0.73	\$78.66
ASC	20-8-5.1	1613	0.15	\$0.73	\$176.62
ASC	Spur 1	162	0.05	\$0.73	\$5.91
ASC	20-8-8.10	308	0.07	\$0.73	\$15.74
ASC	19-8-32.8	431	0.64	\$0.73	\$201.36
ASC	19-8-29.0	431	0.68	\$0.73	\$213.95
ASC	19-8-32.4	233	0.74	\$0.73	\$125.87
ASC	19-8-29.0	664	0.46	\$0.73	\$222.97
NAT	20-8-4.6	180	0.01	\$0.00	\$0.00
ASC	20-8-5.4	144	0.05	\$0.73	\$5.26
4.91					\$1,511.13

3. ROAD MAINTENANCE AND/OR ROCKWEAR FEES - Payable to Private Company:

Surface Type	COMPANY NAME	AGREEMENT NUMBER	ROAD NUMBER	NET MBF	ROAD MILES	MAINT+Rock \$/MBF/Mile	TOTAL FEES
	RRC	C-89	20-8-8.2	1041	0.20	\$1.72	\$358.10
	RRC	C-89	20-8-8.2	1760	0.20	\$1.72	\$605.44
	RRC	C-89	20-8-8.2	1904	0.20	\$1.72	\$654.98
	RRC	C-89	20-8-8.2	2154	1.35	\$1.72	\$5,001.59
	RRC	C-89	20-8-8.3	1613	0.10	\$1.72	\$277.44
	RRC	C-89	20-8-8.3	1757	0.10	\$1.72	\$302.20
	RRC	C-89	20-8-8.3	2027	0.31	\$1.72	\$1,080.80
	RRC	C-89	20-8-8.3	2243	0.04	\$1.72	\$154.32
	RRC	C-89	20-8-8.3	2551	1.51	\$1.72	\$6,625.46
					4.01		\$15,060.32

4. OPERATOR MAINTENANCE WILL BE REQUIRED ON APPROX. 7.8 MILES OF ROAD. (SEE EXHIBIT D)

	ROAD USE FEES		ROCKWEAR & MAINTENANCE FEES		MAINTENANCE FEES	
	TOTAL	\$/MBF	TOTAL	\$/MBF	TOTAL	\$/MBF
1. COMPANY-OWNED ROADS:	\$14,654.00	\$2.73	\$15,060.32	\$2.81	\$0.00	\$0.00
2. BLM MAINTAINED ROADS:			\$0.00	\$0.00	\$130,603.95	\$24.33
3. BLM OPERATOR-MAINTAINED ROADS:			\$1,511.13	\$0.28	\$0.00	\$0.00
	\$14,654.00	\$2.73	\$16,571.45	\$3.09	\$130,603.95	\$24.33

EXD 30546.38  
EXE \$132,115.08  
\$ 162,661.46

TOTAL	\$/MBF
\$132,115.08	\$24.61

MAINTENANCE OBLIGATION PAYABLE TO BLM:

NWO District \$14,290.75  
CB District \$117,824.33







UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Timber Sale Number  
ORC03-TS-2022.0004

Timber Sale Name  
Ozone Baby CT

Sale date  
03/25/2022

**INDEPENDENT PRICE DETERMINATION CERTIFICATE**

Bidder or Offeror (Name)	Address (include zip code)
<p>A. By submission of this bid or proposal, each bidder or offeror certifies, and in the case of a joint bid or proposal, each party thereto certifies as to its own organization, that in connection with this sale:</p> <p>1. The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or offeror or with any competitor;</p> <p>2. Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror and will not knowingly be disclosed by the bidder or offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and</p> <p>3. No attempt has been made or will be made by the bidder or offeror to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.</p> <p>B. Each person signing this bid or proposal certifies that:</p> <p>1. He is the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein and that he has not participated, and will not participate, in any action</p>	<p>contrary to A. 1 through 3 above; or</p> <p>2. (i) He is not the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to A. 1 through 3, above, and as their agent does hereby so certify; and</p> <p>(ii) He has not participated, and will not participate, in any action contrary to A. 1 through 3, above.</p> <p>C. This certification is not applicable to a foreign bidder or offeror submitting a bid or proposal for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.</p> <p>D. A bid or proposal will not be considered for award where A. 1, 3, or B, above, has been deleted or modified. Where A. 2, above, has been deleted or modified, the bid or proposal will not be considered for award unless the bidder or offeror furnishes with the bid or proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, determines that such disclosure was not made for the purpose of restricting competition.</p>
(Authorized Signature of Bidder)	Name and Title (type or print)

**INSTRUCTIONS**

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

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



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

FORM APPROVED  
OMB NO. 1004-0058  
Expires: Nov. 30, 2022

Location of facility where Federal timber is expected to be processed:

In compliance with requirements of 43 CFR 5424.1,  I  We hereby submit the following information:

- (1) Have you exported unprocessed private timber, or if a sourcing area is established, have you exported private timber from lands tributary to the above processing facility, in the 24 months prior to the auction or purchase date of Federal timber?  
 Yes  No - Last Export Date *(if any within the past 5 years)* \_\_\_\_\_
- (2) If the answer in (1) is yes, you are not eligible to purchase federal timber until at least 24 months from the date in (1).
- (3) Have any of your affiliates\* exported unprocessed private timber, or exported unprocessed private timber from lands tributary to the above processing facility if within an established sourcing area, within the 24 months prior to the auction or purchase date of the Federal timber?  Yes  No - Provide affiliate names and last export dates *(if any, list latest export date within the past 5 years)*:
  - a. Affiliate \_\_\_\_\_ Last Export date \_\_\_\_\_
  - b. Affiliate \_\_\_\_\_ Last Export date \_\_\_\_\_
  - c. Affiliate \_\_\_\_\_ Last Export date \_\_\_\_\_
- (4) If any affiliates have exported unprocessed private timber within 24 months of the auction or purchase date of the Federal timber, you are not eligible to purchase federal timber until at least 24 months from the most recent export date shown in (3).

\*From 43 CFR 5400.0-5: Affiliate means a business entity including but not limited to an individual, partnership, corporation, or association, which controls or is controlled by a purchaser, or, along with a purchaser, is controlled by a third business entity. From 16 USC 620e: Export prohibition applies to any individual, partnership, corporation, association, or other legal entity and includes any subsidiary, subcontractor, or parent company, and business affiliates where one affiliate controls or has the power to control the other or when both are controlled directly or indirectly by a third person.

Name of Firm: \_\_\_\_\_

Signature of Signing Officer	Title	Date

By signing this form, you certify that you or your affiliates have not exported unprocessed private timber within the 24 months prior to the sale date of Federal timber and will not export unprocessed private or federal timber for the duration of the federal timber sale. Timber export and substitution violations are subject to civil penalties described in 16 USC 620d and may result in monetary damages and suspension and debarment.

**INSTRUCTIONS:** The Purchaser must complete the form and return to the Contracting Officer. 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 complete a copy of this form and file the form with the Contracting Officer.

Timber Sale Name and Number:	Return Form to Contracting Officer at:
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Unprocessed timber means trees or portions of trees or other roundwood not processed to standards and specifications suitable for end-product use. The term "unprocessed timber" does not include timber processed into any one of the following: (i) 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 4 sides, not intended for remanufacture; (ii) 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 4 sides, not to exceed 12 inches in thickness; (iii) Lumber, construction timbers, or cants for remanufacture, except Western Red Cedar, that do not meet the grades referred to in clause (ii) and are sawn on 4 sides, with wane less than 1/4 of any face, not exceeding 8 3/4 inches in thickness; (iv) Chips, pulp, or pulp products; (v) Veneer or plywood; (vi) Poles, posts, or piling cut or treated with preservatives for use as such; (vii) Shakes or shingles; (viii) Aspen or other pulpwood bolts, not exceeding 100 inches in length, exported for processing into pulp; (ix) Pulp logs, cull logs, and incidental volumes of grade 3 and 4 sawlogs 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.

## NOTICES

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

**AUTHORITY:** 16 USC 620 and 43 CFR Part 5420 permit collection of the information requested by this form.

**PRINCIPAL PURPOSE:** The BLM uses the information in this form to determine eligibility to purchase federal timber.

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

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

**The Paperwork Reduction Act requires us to inform you that:**

The BLM collects this information to determine whether Federal timber has been substituted for exported private timber in accordance with 43 CFR 5424.1 and 5424.0-6(e).

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

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



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Name of Bidder
Tract Number ORC03-TS-2022.0004
Sale Name Ozone Baby CT Sale
Notice (dated) 02/24/2022
BLM District Coos Bay District BLM

**DEPOSIT AND BID FOR: (Check One):**

- Timber and/or Other Wood Products or**  
(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 checked="" type="checkbox"/> Written Bid for Oral Auction Sale
Time for opening sealed bids <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Sale commences 10:00 <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.
On (date) _____ Place _____	On (date) 03/25/2022 Place Coos Bay District Office

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 \$ 67,900.00 and is enclosed in the form of:

cash  money order  cashier's check  certified check  bank draft

bid bond of corporate surety on approved list of the United States Treasury  guaranteed remittance approved by the authorized officer.

IT IS AGREED That the bid deposit shall be retained by the United States as liquidated damages if the bid is accepted and the undersigned fails to execute and return the contract, together with any required performance bond and any required payment within 30 days after the contract is received by the successful bidder. It is understood that no bid for less than the appraised price on a unit basis per product and species will 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	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir		5149	X	=	X	=
Western Hemlock		114	X	=	X	=
Red Alder		104	X	=	X	=
Western Redcedar		2	X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
TOTAL PURCHASE PRICE						

If sale contract is executed, undersigned is liable for total purchase price including all modifications executed under the terms of the contract. Timber and/or Other Wood Products or Vegetative Resources designated for taking may be less or more than total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

Bid submitted on *(date)*

*(Check appropriate box, sign in ink, and complete the following)*

<input type="checkbox"/> Signature, if firm is individually owned	Name of firm <i>(type or print)</i>
<input type="checkbox"/> Signatures, if firm is a partnership or L.L.C.	Business address, include zip code <i>(type or print)</i>
<input type="checkbox"/> Corporation organized under the state laws of	<i>(To be completed following oral bidding)</i>
Signature of Authorized Corporate Signing Officer	I HEREBY confirm the above oral bid By <i>(signature)</i>
Title	Date
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior – BLM.  Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract.	Sealed Bid – Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside: (1) “Bid for Timber and/or Other Wood Products or (1a) “Vegetative Resources ” (2) Time bids are to be opened (3) Legal description

### 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. 1181a); 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 examination and inspection of the Timber and/or Other Wood Products or Vegetative Resources and his 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** – Sealed or written bids for not less than the advertised appraised price, per Timber and/or Other Wood Products or Vegetative Resources must be submitted in duplicate to the District Manager who issued *Timber and/or Other Wood Products or Vegetative Resources Sale Notice*.
  - (a) **Sealed Bid Sales** – Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside *Bid for Timber and/or Other Wood Products or Vegetative Resources*, time bid is to be opened, tract 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) **Auction Sales** – Submission of the required bid deposit and a written bid is required to qualify for oral bidding. Oral bidding shall begin from the highest written bid. No oral bid will be considered which is not higher than the preceding bid. In the event there is a tie in high written bids, and no oral bidding occurs, the bidder who was the first to submit his bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first submission of high tie written bids, the high bidder shall be determined by lot. High bidder must confirm his bid, in writing, immediately upon being declared high bidder.
  - (c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in resale of Timber 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 taking may be less or more than 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 may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.

8. **AWARD OF CONTRACT** – Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.

9. **TIMBER 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 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 has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.

16. *EQUAL OPPORTUNITY CLAUSE* – This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. Copies of this order may be obtained from the District Manager. 43 CFR 60-1.7(b) requires that the Equal Opportunity Compliance Report Certification will be completed by prospective contractors. Certification may be obtained from District Manager.

17. *LOG EXPORT* – All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as 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 and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to "unprocessed timber". Special reporting, branding and painting of logs may be included in contract provisions. \*

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