



# PROSPECTUS



United States Department of the Interior  
BUREAU OF LAND MANAGEMENT  
Springfield Interagency Office, Northwest Oregon District  
3106 Pierce Parkway, Suite E, Springfield, Oregon 97477  
<http://www.blm.gov>

## SCALE SALE

March 31, 2021

Parcel No. 1  
Contract No. ORN05-TS21-542  
Upper Willamette Field Office

Marten Ridge Decks

### SEALED BID TIMBER SALE NOTICE

**NOTICE IS HEREBY GIVEN** that the Bureau of Land Management will offer for sale timber as described herein for sealed bid, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 attached. **Sealed bids will be received by the District Manager, or his representative, by appointment only at the Northwest Oregon District's Springfield Interagency Office, 3106 Pierce Parkway, Suite E, Springfield, Oregon until 4:00 p.m., Wednesday, April 21, 2021. Please call 541-683-6417 to make an appointment. Appointments are available from 8am - 4pm, M-F. Sealed bids will be opened at 10:00 a.m. on Thursday, April 22, 2021.** Due to pandemic restrictions the opening will be limited to BLM employees. All bidders will be notified via phone call after all bids have been opened and a high bidder declared.

**THIS TIMBER SALE NOTICE** does not constitute the decision document for purposes of appeal of a forest management decision. Consistent with 43 CFR Subpart 5003.2(b), the date the BLM posts the forest management decision on the BLM's ePlanning website establishes the effective date of the decision for purposes of an administrative appeal.

**A WRITTEN BID** on Form 5440-9 at not less than the appraised price on a unit basis per species and the required minimum bid deposit shall be required to participate in sealed bidding.

TO QUALIFY FOR PARTICIPATION in a sealed bid sale, the bidder must submit a bid in a sealed envelope for each tract offered that includes:

1. **Two copies of the bid written on Form 5440-9, Deposit and Bid for Timber/Vegetative Resources. No bid for less than the advertised appraised price on a unit basis per species and total price can be considered.**
2. **The required minimum bid deposit specified in the timber sale notice for the tract.**
3. **A properly executed Independent Price Determination Certificate, Form 5430-11. A certification that the bid was arrived at by the bidder or offeror independently, and was tendered without collusion with any other bidder or offeror.**
4. **A completed Form 5450-17, Export Determination.**
5. **The sealed envelope must be clearly marked that it is a "Bid for Timber" together with the sale name and number, the legal description, time and date of sale, and a contact name and phone number of the bidder.**

**A PERFORMANCE BOND** in an amount not less than 20 percent of the total purchase price will be required for all contracts of \$10,000 or more, but the amount of the bond shall not be in excess of \$500,000, except when the Purchaser opts to increase the minimum bond as provided in 43 CFR 5451.2. A minimum performance bond of not less than \$500 will be required for all installment contracts less than \$10,000.

**INSTALLMENT PAYMENTS** may be authorized for sales of \$500 or more. Required installments will be determined by BLM. For sales under \$500,000, installments will not be less than 10% of the total purchase price. For sales of \$500,000 or more, installment payments shall be \$50,000.

**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.

**ADDITIONAL INFORMATION** concerning each timber sale tract described herein is available at the Springfield Interagency Office. A copy of the timber sale contract is also available for inspection at the Springfield Interagency Office. This prospectus includes maps and tables that cannot be made Section 508 compliant. For help with its data or information, please contact the Northwest Oregon District's Springfield Interagency Office at (541) 683-6600.

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

**AN ENVIRONMENTAL ASSESSMENT** was prepared for this sale, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for this sale at the Northwest Oregon District's Springfield Interagency Office.

**ACCESS** to a sale may be through a locked gate (see individual sale information). Prospective bidders may obtain a key from the Northwest Oregon District's Springfield Interagency Office. Any other persons interested in visiting the timber sale site should first contact Brian Bickford at (541) 683-6164.

Attachments:

- Form 5440-9
- Form 5430-11
- Form 5450-17
- Form 5450-22

NORTHWEST OREGON DISTRICT UPPER WILLAMETTE FIELD OFFICE		<b>TIMBER SALE NOTICE SCALE SALE EUGENE MASTER UNIT</b>		PARCEL NO.: 1 SALE DATE: April 22, 2021	
Contract No.: ORN05-TS21-542		Marten Ridge Decks			
Lane County, Oregon: PD and O&C: Sealed Bid Auction				Bid Deposit Required: \$58,200.00	
All decked timber designated for removal on		Lots 14-17 Sec. 31, Lot 14 Sec. 32, T. 16 S., R. 3 E; Lots 1-2 and SE1/4NW1/4 Sec. 1, T. 17 S., R. 2 E; Lot 3 Sec. 5, Lot 6 and SW1/4SE1/4 Sec. 6, NW1/4NW1/4 Sec. 8, T. 17 S., R. 3 E., Will. Mer.			
Estimated Volume 32' Log (MBF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Appraised Price	
1,781	Douglas-fir	2,049	\$ 280.20	\$ 574,129.80	
12	Fir (white wood)	15	\$ 132.70	1,990.50	
8	Western redcedar	10	\$ 486.00	4,860.00	
1,801	TOTALS	2,074		\$ 580,980.30	
Other Wood Products		Estimated Volume Green Tons	Appraised Price per Ton		
Clean Chips	Hardwoods	100	\$ 2.00	\$ 200.00	
	<b>GRAND TOTAL</b>			<b>\$ 581,180.30</b>	

**APPRAISED PRICES** are calculated by determining market value through the analytical appraisal method. The minimum bid increment will be \$0.10 per MBF or multiples thereof.

**LOG EXPORT RESTRICTIONS:** All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

**NOTE:** The volume for this timber sale has been calculated using 16 foot eastside Scribner rules, and the 32 foot log volumes are estimates derived from the 16 foot volumes.

**CRUISE INFORMATION:** Volume for all Douglas-fir, fir (white wood), and western redcedar were sample scaled. Log decks were scaled and expanded for estimated total board foot volume. The board foot volumes derived are for appraisal purposes.

With respect to merchantable Douglas-fir: The total gross merchantable volume is approximately 2,469 MBF; and 83% recovery is expected.

A map showing the location and description of these log decks is available at the Northwest Oregon District's Springfield Interagency Office.

**REMOVAL AREA:** Multiple decks on Road Number 16-2E-36.2 (Marten Ridge Road) and County Road No. 1094 (Goodpasture Road) must be removed.

**ACCESS:** Access to the sale is provided by:

1. A public road;
2. BLM existing roads;

**ROAD MAINTENANCE:** The Purchaser shall pay BLM a road maintenance fee of \$2,629.13 and a rockwear fee of \$344.49.

**DURATION OF CONTRACT:** Duration of the contract will be 120 days for removal of timber.

**SPECIAL PROVISIONS:** The contract will contain special provisions regarding road maintenance, logging methods, and submission of a written logging plan specifying logging methods, and logging schedule.

**A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to: (1) comply with the Endangered Species Act or to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), or; (2) comply with a court order, or; (3) protect species which were identified for protection in accordance with management direction established in the ROD and RMP.**

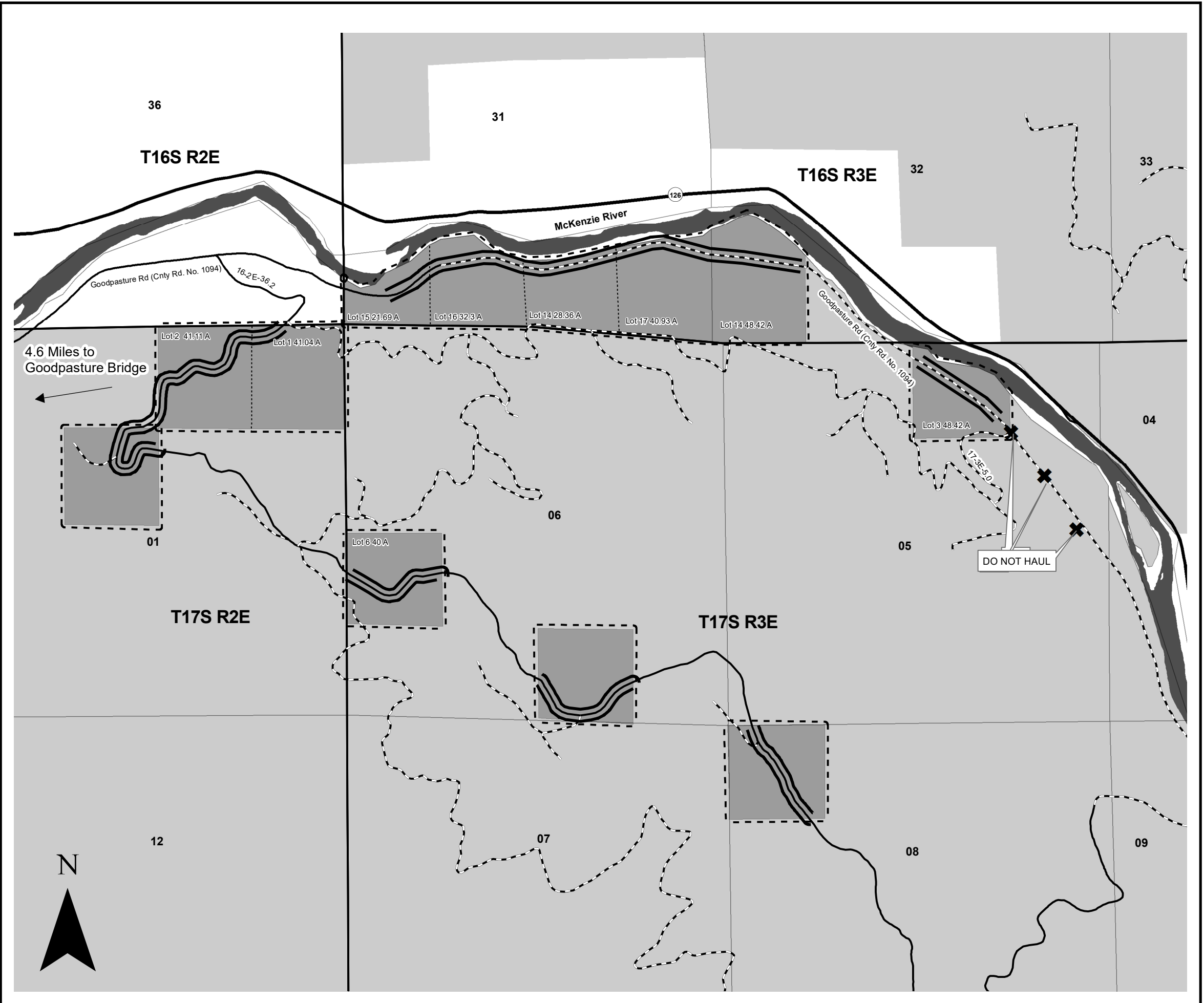
OTHER SPECIAL REQUIREMENTS:








- Clean equipment prior to arrival on BLM-managed lands.
- Approximately 3 Decks-Not Included in Sale, are reserved as fish habitat logs. These decks shall not be removed and are shown on Exhibit A.
- Equipment shall only operate on existing landings and road surfaces. No new ground disturbance shall occur.
- Surfacing on paved roads shall be protected during logging operations. Damages shall be repaired at the Purchaser's expense.
- Goodpasture Road Covered Bridge has a posted weight limit of 44 tons and a posted vertical clearance limit of 13'-4". Alternate access for equipment is required.

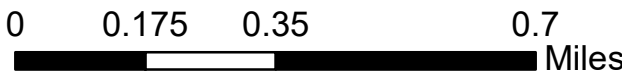
NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA:

To Access Decks on Marten Ridge and Good Pasture Roads: From Leaburg proceed east on McKenzie Highway for approximately 5.6 miles. Turn southeast onto Goodpasture Road (covered bridge). Travel southeast on Goodpasture Road (County Rd. 1094) for approximately 4.6 miles to the junction with Marten Ridge Road (Road No. 16-2E-36.2). Follow the Timber Sale Area signs to the sale area. Decks to be removed are located both along the first 3.5 miles of Marten Ridge Road and for 2.2 miles on Goodpasture Road east of the junction with Marten Ridge Road.

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau Of Land Management**  
Marten Ridge Decks Timber Sale  
Contract No: ORN05-TS21-542  
T.16 S., R. 3 E., Secs. 31 and 32,  
T. 17 S., R. 2 E., Sec. 1,  
T. 17 S., R. 3 E., Secs 5, 6, and 8,  
Will. Mer. Northwest Oregon District



-  Contract Area
-  Area of Salvage Decks
-  Reserve Area
-  Deck - Not Included in Sale
-  Rocked Road
-  Paved Road
-  Bureau of Land Management



Contract No.: ORN05-TS21-542  
 Sale Name: Marten Ridge Decks  
 Issuing Office: Upper Willamette

**UNITED STATES  
 DEPARTMENT OF THE INTERIOR  
 BUREAU OF LAND MANAGEMENT (BLM)**

**EXHIBIT B  
SCALE SALE**

**PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS**

I. **Total Actual Purchase Price** - In accordance with Section 2 and 3 of the contract, the Purchaser agrees to pay the Government for the timber sold under the contract in accordance with the following schedule and measurement requirements. Timber sold is comprised of Merchantable Timber, Merchantable Timber Remaining, and Other Timber as defined below. In the event an Extension of Time is approved, the prices per measurement unit are subject to readjustment (refer to Section 9 of the contract).

<b>Schedule of Species/Products, Measurement Units, and Prices</b>		
<b>Species/Products</b>	<b>Measurement Unit</b>	<b>Price Per Measurement Unit</b>
Douglas-fir	2,049 MBF	\$280.20
Fir	15 MBF	\$132.70
Western redcedar	10 MBF	\$486.00
Hardwoods	100 Tons	\$2.00

II. **Merchantable Timber** - All timber which can be cut into logs, which equal or exceed the following specifications, shall be considered merchantable timber required to be removed from the contract area. Purchaser shall pay for same in accordance with Section 3 of the contract at the unit prices shown in Section I of this Exhibit.

<b>Schedule of Material Specifications</b>			
<b>Species/Product</b>	<b>Length (feet)</b>	<b>Diameter (inches inside bark at small end)</b>	<b>Net Scale (% of gross volume of any log segment)</b>
Douglas-fir	8	5	10
Fir	8	5	10
Western redcedar	8	5	10

If Purchaser elects to remove any logs which do not meet the above minimum material specifications and which have not been reserved to Government in Sec. 41 of the contract, such logs shall be scaled in accordance with section V of this Exhibit herein and be paid for in accordance with Section 2 and 3 of the contract and the value in Section I of this Exhibit.

**III. Merchantable Timber Remaining - Measurement Requirements** - The remaining volume of any merchantable sold timber on the contract area shall be determined as provided in Section 3. (g) of the contract. Purchaser shall pay for same in accordance with Section 3 of the contract at the unit prices shown in Section I of this Exhibit.

**IV. Other Timber** - If any timber is of a species not listed in Section I of this Exhibit the Authorized Officer shall establish volumes and values in accord with Standard BLM methods.

**V. Scaling**

**A. Log Rule and Measurement** - All logs shall be scaled in Eastside Scribner according to the Northwest Log Rules Eastside and Westside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale.

**B. Scaling Service** - A Scaling Authorization Form must be completed and approved by the Authorized Officer prior to beginning of hauling operations. All sites on the Scaling Authorization are required to have a Log Yard Agreement with the BLM. Log scaling services shall be provided and performed by BLM personnel or third party scaling organizations under agreement with BLM.

1. All logs shall be scaled and volumes determined by BLM or a certified contract scaler.

2. The BLM scaler or contract scaler is designated to collect Eastside MBF scale data from all loads.

3. All logs shall be scaled using an authorized BLM scaling method approved by the Authorized Officer in accordance with BLM prescribed procedures.

**C. Defect Caused by Abnormal Delay** - Scaling deductions made for rot, check or other defect resulting from abnormal delay in scaling caused by Purchaser shall be recorded separately and charged to the Purchaser in accordance with Section 3 of the contract.

**D. Log Presentation** - Purchaser shall present logs so that they may be scaled in an economical and safe manner in accordance with the Log Yard Authorization required in Section V. B. of this Exhibit.

**E. Check Scale**

The BLM will conduct check scales using the following standards.

Gross Scale. A variance of one and ½ percent (1.5%) in gross scale is the standard unless otherwise justified.

Net scale. The allowable variance is as follows:

Check scaler's percent defect in logs	Scalers allowable variance
0-10 percent	2 percent
over 10 percent	0.2 * percent defect to a maximum of 5 percent

Determinations as to volume of timber made by a BLM check scaler in conformance with the standards as set forth herein shall be final. When such checks show a variance in scale in excess of acceptable standards, in two or more consecutive check scales, an adjustment to the volume reported as scaled will be made by BLM. Such adjustments will be made based on the difference between available BLM check scales and the original scale during the period covered by the unsatisfactory check scales. Unless otherwise approved in writing by the Authorized Officer, the volume to which this difference will be applied will be 50 percent of the volume scaled between the last satisfactory check and the first unsatisfactory check, 100 percent of the volume scaled during the unsatisfactory check, and 50 percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.

#### **F. Accountability**

1. Purchaser shall notify the Authorized Officer \_\_\_\_\_ (\_\_) days prior to starting or stopping of hauling operations performed under the contract.
2. All logs will be painted and branded at the landing and accounted for in accordance with Section 42 of the contract. If Sale Area is within a State that maintains a log brand register, brands shall be registered with the State. Purchaser shall use assigned brand(s) exclusively on logs from this sale until the Authorized Officer releases the brand(s).
3. Each truck driver shall obtain a load receipt and a BLM scaler receipt from the Log Truck Ticket Book issued by the Authorized Officer and comply with the instructions specified on the cover of said book. All load tickets will be marked with the cutting area number using a permanent marker or as directed by the Authorized Officer. While products are in transit, the truck driver shall display the load receipt and BLM scaler receipt on the bunk or wing log at the front of the load on the driver's side. All logs on each load shall be delivered to the destination listed on the woods receipt. The BLM scaler receipt shall be surrendered at the location of BLM scaling, the unloading location, or as requested by BLM. A designated area shall be identified at the yard scaling location for logs arriving during off hours. Logs arriving during off hours shall be left on the truck or may be off loaded to the designated area.
4. The Purchaser shall not haul logs from the contract area on weekends; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's holidays; or outside the hours of \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. daily, unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan. (Refer to Section 42 of the contract).
5. The Purchaser shall furnish BLM a map showing the route which shall be used to haul logs from the timber sale area to the scaling location. Such route shall be the most direct haul route between the two points, unless another route is approved by BLM. The route of haul may be changed only with advance notice to and approval by BLM. The haul route map shall be attached to the Approved Logging Plan.
6. All loads will be scaled at locations listed on the Scaling Authorization as approved by the Authorized Officer. Purchaser shall notify the Authorized Officer \_\_\_\_\_ (\_\_) days in advance to request additional scale site locations for approval on the Scaling Authorization.



7. Any removal of logs from loaded trucks before being accounted for and/or scaled as required by the contract shall be considered a willful trespass and render the Purchaser liable for damages under applicable law. Any payment made for purchase of such logs shall be deducted from amount due because of trespass.

G. **Scaling Lost Products** - The value of lost loads shall be equal to the highest value load for the month in which the lost load is hauled regardless of where the highest value load is scaled. If no loads have been scaled in that month, value will be determined from the closest month in which loads were scaled.

VI. **Estimated Volumes and Values** - The following volume estimates and calculations of value of timber sold are made solely as an administrative aid for determining payment amounts, when payments are due, the value of timber subject to any special bonding provisions, and other purposes specified in various portions of the contract. The cutting areas are shown on Exhibit A of the contract.

A. **Merchantable Timber Volume Removed from Contract Area** - The total volume of removed timber shall be determined using the Government's records of scaled volumes of timber skidded or yarded monthly, or a shorter period if agreed to by the Purchaser and Government, to loading points or removed from the contract area.

B. **Merchantable Timber Not Yet Removed from Contract Area** - The value of merchantable timber which has not been removed will be determined by multiplying the value per acre as shown below times the amount of acreage subject to the purpose of the value determination, as determined by the Authorized Officer:

<b>Total Estimated Purchase Price And/or Schedule of Volumes and Values for Merchantable Timber Not Yet Removed from Contract Area</b>					
<b>Cutting Area</b>		<b>Total Estimated Volume (MBF)</b>		<b>Total Estimated Purchase Price</b>	
<b>Cutting Area Number</b>	<b>Approximate Number of Acres</b>	<b>Volume per Acre</b>	<b>Total Volume</b>	<b>Value per Acre</b>	<b>Total Value</b>
Sec 1-DF	1	734.0	734.0	\$205,666.80	\$205,666.80
Sec 5-DF	1	116.0	116.0	\$32,503.20	\$32,503.20
Sec 6-DF	1	441.0	441.0	\$123,568.20	\$123,568.20
Sec 8-DF	1	294.0	294.0	\$82,378.80	\$82,378.80
Sec 31-DF	1	348.0	348.0	\$97,509.60	\$97,509.60
Sec 31-F	(1)	15.0	15.0	\$1,990.50	\$1,990.50
Sec 31-WRC	(1)	10.0	10.0	\$4,860.00	\$4,860.00
Sec 32-DF	1	116.0	116.0	\$32,503.20	\$32,503.20
Hardwoods			100.0	\$2.00	\$200.00
<b>Sale Total</b>	<b>6</b>	<b>345.7/Acre</b>	<b>2,074.0</b>	<b>\$96,830.05/Acre</b>	<b>\$581,180.30</b>

removal of personal property. Any improvements remaining on Government lands and rights-of-way at the end of the period for removal, or any extension, shall become the property of Government. Any equipment or other personal property remaining on Government

land and rights-of-way at the end of this period may be removed at the expense of Purchaser and disposed of in accordance with applicable law.

**Sec. 41. Timber Reserved from Cutting** - The following timber on this contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government.

**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 Contracting Officer.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day first above written.

If Individual or Partnership, sign here:

If Corporation, sign here:

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Title)

UNITED STATES OF AMERICA

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

*(If Purchaser is a corporation, the following certificate must be executed by the Secretary or Assistant Secretary of the Corporation.)*

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as Purchaser herein; that \_\_\_\_\_, who signed the contract was then \_\_\_\_\_ of said corporation, that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signature: \_\_\_\_\_

SEC. 41 - Timber Reserved From Removal and/or Cutting

- (a) All timber shown on the Reserve Area and all timber, except trees which were severed from the stump or cut into logs and located in the Area of Salvage Decks, shown on Exhibit A.
- (b) Three Decks – Not Included In Sale as shown on Exhibit A.

SEC. 42 - Special Provisions

(a) Logging

- (1) Before beginning operations on the contract area for the first time or after a shutdown of 14 or more days, the Purchaser shall notify the Authorized Officer in writing of the date he plans to begin operations. This written notification must be received by the Authorized Officer no less than 14 days prior to the date the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of 10 or more days.
- (2) Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to 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. All logging shall be done in accordance with the plan.
- (3) No loading shall be permitted in or through the Reserve Area shown on Exhibit A, unless otherwise directed by the Authorized Officer.
- (4) Equipment shall only operate on existing landings and road surfaces, or as allowed by the Authorized Officer. No new ground disturbance shall occur.
- (5) Surfacing on paved Road No. 16-2E-36.2 shall be protected during operations. Any necessary repairs after logging is completed shall be at the Purchaser's expense.
- (6) As Shown on Exhibit A, all tree species designated for removal must be removed from the contract area in compliance with this contract.
- (7) 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 actual contract purchase price specified in Section 2 of the timber sale contract, as amended, to compensate for the changed conditions.

Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA and Transportation standards no later than the pre-work meeting and prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed. Flagmen and devices shall be as specified in state OSHA and Transportation standards for logging roads or the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) published by the U.S. Department of Transportation - Federal Highway Administration. Included in the Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit "A" Map.

(b) Road Maintenance

- (1) BLM Maintenance: The Purchaser is authorized to use the roads listed below which are under the jurisdiction of the Bureau of Land Management and/or Lane County for the removal of Government timber sold under the terms of this contract, provided that the Purchaser pay the required maintenance and/or rockwear obligations described in Sections 42(b)(2) and 42(b)(3). The Purchaser shall pay current Bureau of Land Management maintenance and/or rockwear fees for the sale of additional timber under modification to the contract.

<u>Road No. and Segment</u>	<u>Length Miles Used</u>	<u>Road Owner</u>	<u>Road Surface Type</u>
16-2E-36.2 Segs. A-C por.	3.35	BLM	Paved
Goodpasture Cnty. Rd.	1.56	Lane Cnty.	Rock

- (2) The Purchaser shall pay the Government a road maintenance obligation in the amount of Two Thousand Six Hundred Twenty-nine and 13/100 dollars (\$2,629.13) for the transportation of timber included in the contract price over the road listed in Section 42(b)(1).

Unless the total maintenance amount is paid prior to commencement of operations on the contract area, payments shall be made in installments of not less than One Thousand and 00/100 dollars (\$1,000.00) payable in the same manner as and together with payments required in Sec. 3 of this contract.

- (3) The Purchaser shall pay to the Government a road maintenance obligation for rockwear in the amount of Three Hundred Forty-four and 49/100 dollars (\$344.49) for the transportation of timber included in the contract price over the Lane County owned road listed in Section 42(b)(1).

(c) Environmental Protection

- (1) In order to prevent the spread of noxious weeds, the Purchaser shall be required to clean logging, road, decommissioning, and slash disposal equipment prior to entry onto BLM lands as directed by the Authorized Officer.

- (2) The Purchaser shall immediately discontinue specified or timber harvesting operations upon written notice from the Contracting Officer that:

(aa) 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;

(bb) When, in order to comply with the Endangered Species Act, or to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;

(cc) 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;

(dd) 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;

(ee) When, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;

(ff) When, in order to comply with a stay or other remedy issued by the Interior Board of Land Appeals (IBLA) the Contracting Officer determines it may be necessary to modify or terminate the contract, or;

(gg) species have been discovered which were identified for protection in accordance with management direction established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;

- (hh) when, in order to protect species which were identified for protection in accordance with management direction established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

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

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

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Section 3.a. of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, et seq.). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3.a. of the contract within 15 days after the bill for collection is issued, subject to Section 3.i. of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser. Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

In the event that a Court-ordered injunction results in a suspension period in which the Purchaser loses operating time of 30 calendar days or more between (specify the dates during which operations may occur) during the contract period, the Contracting Officer shall unilaterally modify the contract based on reappraisal of the remaining volume as of the date that the suspension is lifted. The 30 days can be the sum of days accruing during more than one operating season. Reappraisal may result in a decrease to the unit price bid per species. Reappraisal will be based on the loss of net volume due to the deterioration of logs during the period of delay and any associated changes in the amortization of logging costs per unit of volume, as determined by the Authorized Officer. Amortization of road construction cost over a reduced net volume will be considered as well as any additional move-in or logging costs caused by the delay, as determined by the Authorized Officer. Reappraisal will adjust Exhibit B volume and values, and will not consider changes in the market price of timber.

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, or an IBLA issued stay or remedy, the Purchaser agrees that an extension of time, without reappraisal, will constitute a full and complete remedy for any claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to the Purchaser.

The Contracting Officer may determine that it is necessary to modify the contract or terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, prevent incidental take of northern spotted owls in accordance with the ROD and RMP, protect occupied marbled murrelet sites in accordance with the ROD and RMP, protect species that have been discovered which were identified for protection in accordance with management direction established in the ROD and RMP, or comply with a court order or an IBLA issued stay or remedy.

Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, if able to proceed without causing incidental take of northern spotted owls in accordance with the ROD and RMP, consistent with marbled murrelet occupied site protection in accordance with the ROD and RMP, consistent with species protection in accordance with management direction established in the ROD and RMP, or if consistent with a court order or an IBLA issued stay or remedy.

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

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

(d) Fire Prevention

- (1) Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in construction or logging operations under this contract during fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.

(e) Log Export and Substitution

- (1) All timber sold to the Purchaser under the terms of this contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8¾) 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 red cedar 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 timber, 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 (8¾) inches in thickness or less; (6) shakes and shingles.

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

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

- (aa) Date of last export sale.  
 (bb) Volume of timber contained in last export sale.  
 (cc) Volume of timber exported in the past twenty-four (24) months from the date of last export sale.  
 (dd) Volume of Federal timber purchased in the past twenty-four (24) months from the date of last export sale.  
 (ee) Volume of timber exported in succeeding twenty-four (24) months from date of last export sale.

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

In the event an affiliate of the Purchaser has exported private timber within twenty-four (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 to the Authorized Officer.

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

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

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

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

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



**United States  
Department of the Interior  
Bureau of Land Management**

**Timber Appraisal**

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<b>Sale Name:</b> Marten Ridge Decks	<b>Sale Date:</b> Thursday, April 22, 2021
<b>BLM District:</b> NW Oregon DO	<b>Unit of Measure:</b> 16' MBF
<b>Contract #:</b> ORN05-TS-2021.0542	<b>Contract Term:</b> 4 months
<b>Sale Type:</b> Advertised	<b>Contract Mechanism:</b> 5450-26

Sale of Timber and other Wood Products - Scale Sale

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**Content**

**Timber Appraisal Summary**  
**Stumpage Summary**  
**Unit Summary**  
**Stump to Truck**  
**Transportation**  
**Engineering Allowances**  
**Other Allowances**

**Prepared By:** Teigland, Kevin O - 3/24/2021

**Approved By:** Teigland, Kevin O - 3/24/2021



## Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
O&C	Lane	16S	3E	31	lots 14,15,16,17	Willamette
PD	Lane	16S	3E	32	lot 14	Willamette
O&C	Lane	17S	2E	1	lots 1,2,SE1/4 NW1/4,	Willamette
PD	Lane	17S	3E	5	lot 3	Willamette
O&C	Lane	17S	3E	6	lot 6, SW 1/4SE1/4,	Willamette
O&C	Lane	17S	3E	8	NW1/4 NW1/4	Willamette

## Species Totals

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	2,049.0	2,435.0	2,435.0	0	0	0
Fir	15.0	21.0	21.0	0	0	0
Western Redcedar	10.0	13.0	13.0	0	0	0
<b>Totals</b>	<b>2,074.0</b>	<b>2,469.0</b>	<b>2,469.0</b>	<b>0</b>	<b>0</b>	<b>0</b>

## Cutting Area Acres

Regeneration Harvest Acres	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre
0.0	0.0	6.0	6.0	345.7

**Comments:**

Ocular estimation of volume for road side decks.

**Logging Costs**

Stump to Truck	\$267,523.59
Transportation	\$140,733.00
Road Construction	\$0.00
Maintenance/Rockwear	\$2,973.62
Road Use	\$0.00
Other Allowances	\$400.00
<b>Total:</b>	<b>\$411,630.21</b>
<b>Total Logging Cost per MBF:</b>	<b>\$198.47</b>

**Utilization Centers**

<u>Location</u>	<u>Distance</u>	<u>% of Net Volume</u>
Springfield/Eugene	36.0 miles	100 %

**Profit & Risk**

Profit	8 %
Risk	0 %
<b>Total Profit &amp; Risk</b>	<b>8 %</b>

**Tract Features**

<b>Quadratic Mean DBH</b>	20.0 in
<b>Average GM Log</b>	200 bf
<b>Average Volume per Acre</b>	345.7 mbf
<b>Recovery</b>	83 %
<b><u>Net MBF volume:</u></b>	
<b>Green</b>	0.0 mbf
<b>Salvage</b>	2,074 mbf
<b>Export</b>	0 mbf
<b><u>Ground Base Logging:</u></b>	
<b>Percent of Sale Volume</b>	100 %
<b>Average Yarding Slope</b>	0 %
<b>Average Yarding Distance</b>	0 ft
<b><u>Cable Logging:</u></b>	
<b>Percent of Sale Volume</b>	0 %
<b>Average Yarding Slope</b>	0 %
<b>Average Yarding Distance</b>	0 ft
<b><u>Aerial Logging:</u></b>	
<b>Percent of Sale Volume</b>	0 %
<b>Average Yarding Slope</b>	0 %
<b>Average Yarding Distance</b>	0 ft

**Cruise**

<b>Cruise Completed</b>	January 2021
<b>Cruised By</b>	Kyle Crnmer
<b>Cruise Method</b>	Ocular estimation of volume for road side decks.

Stumpage Computation

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF	Appraised Value
Douglas Fir	0	2,049.0	\$520.26	\$41.62	\$198.47	\$0.00	\$280.20	\$574,129.80
Fir	0	15.0	\$360.00	\$28.80	\$198.47	\$0.00	\$132.70	\$1,990.50
Western Redcedar	0	10.0	\$744.00	\$59.52	\$198.47	\$0.00	\$486.00	\$4,860.00
<b>Totals</b>	<b>0</b>	<b>2,074.0</b>						<b>\$580,980.30</b>

Other Wood Products

Product	Unit of Measure	# of Units	\$/Unit	Appraised Value
Hardwoods	Green Tons	100	\$2.00	\$200.00
<b>Totals</b>				<b>\$200.00</b>

**Total Appraised Value: \$581,180.30**

Percent of Volume By Log Grade

Species	No. 1 & 2 Peeler	No. 3 Peeler	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Douglas Fir							100.0 %

Species							
Fir							100.0 %

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill			Camp Run
Western Redcedar							100.0 %

**Marten Ridge Decks**

**Unit Summary**

**ORN05-TS-2021.0542**

**Unit: sec 1**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	734.0	874.0	874.0	0
<b>Totals:</b>	<b>734.0</b>	<b>874.0</b>	<b>874.0</b>	<b>0</b>

**Net Volume/Acre: 734.0 MBF**

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	1.0
<b>Total Acres:</b>	<b>1.0</b>

**Unit: sec 5**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	116.0	137.0	137.0	0
<b>Totals:</b>	<b>116.0</b>	<b>137.0</b>	<b>137.0</b>	<b>0</b>

**Net Volume/Acre: 116.0 MBF**

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	1.0
<b>Total Acres:</b>	<b>1.0</b>

**Unit: sec 6**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	441.0	525.0	525.0	0
<b>Totals:</b>	<b>441.0</b>	<b>525.0</b>	<b>525.0</b>	<b>0</b>

**Net Volume/Acre: 441.0 MBF**

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	1.0
<b>Total Acres:</b>	<b>1.0</b>

**Unit: sec 8**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	294.0	350.0	350.0	0
<b>Totals:</b>	<b>294.0</b>	<b>350.0</b>	<b>350.0</b>	<b>0</b>

**Net Volume/Acre: 294.0 MBF**

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	1.0
<b>Total Acres:</b>	<b>1.0</b>

**Unit: sec 31**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	348.0	412.0	412.0	0
Fir	15.0	21.0	21.0	0
Western Redcedar	10.0	13.0	13.0	0
<b>Totals:</b>	<b>373.0</b>	<b>446.0</b>	<b>446.0</b>	<b>0</b>

**Net Volume/Acre: 373.0 MBF**

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	1.0
<b>Total Acres:</b>	<b>1.0</b>

**Unit: sec 32**

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	116.0	137.0	137.0	0
<b>Totals:</b>	<b>116.0</b>	<b>137.0</b>	<b>137.0</b>	<b>0</b>

**Net Volume/Acre: 116.0 MBF**

Regeneration Harvest	0.0
Partial Cut	0.0
Right of Way	1.0
<b>Total Acres:</b>	<b>1.0</b>

**Comments:**

32ft volume for all species estimated using 0.80 ratio.  
 Fir is western hemlock & grand fir, all white wood.

Total Stump To Truck	Net Volume	\$/MBF
\$267,523.59	2,074.0	\$128.99

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

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Shovel	GM MBF	2,469.0	\$108.11	\$266,923.59	2 shovels loading and merchandising.
<b>Subtotal</b>				<b>\$266,923.59</b>	

#### Additional Costs

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

#### Additional Moves

Equipment	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Loader	Total	1.0	\$600.00	\$600.00	
<b>Subtotal</b>				<b>\$600.00</b>	

#### Comments:

Going to have to move equipment between paved road systems. \$3.50 Gal at 7 loads a day 5,000bf load. Would do more loads but theirs a shortage in number of log trucks available.

Total	Net Volume	\$/MBF
\$140,733.00	2,074.0	\$67.86

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Springfield/Eugene	36.0	log haul	GM MBF	2,469.0	\$57.00	\$140,733.00	100 %

**Comments:**

\$95/hour x 3.0 Hours round trip (60min delay included) = \$285.00 per trip / 5.0 mbf per load = \$57.00

**Engineering Allowances**

Total	Net Volume	\$/MBF
\$2,973.62	2,074.0	\$1.43

Cost Item	Total Cost
Road Construction:	\$0.00
Road Maintenance/Rockwear:	\$2,973.62
Road Use Fees:	\$0.00

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Total	Net Volume	\$/MBF
\$400.00	2,074.0	\$0.19

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**Environmental Protection**

Cost item	Total Cost
Equipment washing	\$400.00
<b>Subtotal</b>	<b>\$400.00</b>

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