

TIMBER SALE NOTICE

THIS IS A SMALL BUSINESS SET-ASIDE SALE FOR PREFERENTIAL BIDDING BY SMALL BUSINESS CONCERNS AS DEFINED BY THE SMALL BUSINESS ADMINISTRATION.

SALEM DISTRICT
CASCADE RESOURCE AREA
SALEM MASTER UNIT

SALE DATE: February 15, 2012

CONTRACT NO. ORS040-TS12-501, AIRSTRIP THINNING TIMBER SALE, CLACKAMAS COUNTY, OREGON: O&C: ORAL AUCTION: BID DEPOSIT REQUIRED: \$38,800.00

All timber designated for cutting on: Lots 1 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ Section 7; Lots 5 and 6, NE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 18, T. 4 S., R. 5 E., W.M.

THIS TIMBER SALE HAS BEEN CRUISED BASED UPON EASTSIDE SCRIBNER MEASURE.

Minimum bid figures shown by species are dollars per thousand board feet (MBF). The minimum bid increment will be \$0.10 per MBF.

Approx. No. Merchantable Trees	Est. Vol. MBF 32' Log	Est. Vol. CCF	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Volume Times Appraised Price
16,912	2,400	5,479	Douglas-fir	3,016	\$128.50	\$387,556.00
16,912	2,400	5,479	Totals	3,016		\$387,556.00

LOG EXPORT AND SUBSTITUTION RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and also prohibited from substitution of exported private timber. The Bureau of Land Management (BLM) has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over ten (10) inches. All loads of eleven (11) logs or more, regardless of the diameter of the logs, will have a minimum of ten (10) logs branded on one end. All logs will be branded on loads of ten (10) logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The Purchaser shall bear any increased costs for log branding and painting.

CRUISE INFORMATION: The timber volumes were based on a variable plot cruise of Units 2 and 3 [one hundred eighty (180) acres of partial cut], a 100% cruise of Units 1 and 4 [twenty-one (21) acres of partial cut], and a 100% cruise of six (6) acres of Right-of-Way using form class tables for estimation of board feet volume of trees in sixteen (16) foot logs. None of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is: 14.1 inches DBHOB; the average log contains 54 bd. ft.; the total gross volume is approximately 3,129 MBF; and 96% recovery is expected. BLM's standard for sampling error is 10% or less, the sampling error for this sale is 10.3%.

CUTTING AREA: Four (4) units totaling approximately two hundred seven (207) acres, of which approximately two hundred one (201) acres shall be partial cut and approximately six (6) acres of right-of-way shall be clearcut. Acreage was calculated based on Global Positioning System traverse procedures including differential correction. Acres shown on Exhibit A have been computed using a Trimble Geo XT Global Positioning System receiver, adjusted as follows. Acres of partial cut area are net timbered acres, existing and planned road rights-of-way acres were subtracted from traversed acres.

CONTRACT TERMINATION: 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;
2. Comply with a court order, or;
3. Protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Salem District Record of Decision (ROD) and Resource Management Plan (RMP), or;
4. Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP.

This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

DURATION OF CONTRACT: Will be 36 months for cutting and removal of timber.

LOCATION (approximate mileage based on odometer readings):

Unit 1:

Starting in Estacada, OR at the junction of Highways 211 and 224.

- Southeast on Highway 224, Clackamas Highway, 2.9 miles to SE Fall Creek Road.
- East (left) on SE Fall Creek Road 0.3 mile to SE Divers Road.
- North (left) on SE Divers Road 0.3 mile to SE Tumala Mtn. Road (formerly SE Squaw Mtn. Rd.).
- East (right) on SE Tumala 2.7 miles to a Longview forest road (BLM road number 4-5E-5, a blue gate (adjacent to 30 MPH curve warning sign). Access to unit 1 is posted from this junction, 1.4 miles to unit.

Unit 2:

Starting in Estacada, OR at the junction of Highways 211 and 224.

- Southeast on Highway 224 6.3 miles to BLM Road 4-5E-18. This road is also known as the North Fork Road and US Forest Service Road 4610.
- North (left) on 4-5E-18, bear to the left at the junction immediately after leaving the highway. Enter the unit at approximately mile 1.2 of this road. The far boundary of the unit is at approximately mile 2.6.

Units 3 and 4:

Starting in Estacada, OR at the junction of Highways 211 and 224.

- Southeast on Highway 224 6.7 miles to an unnamed private road with a yellow gate. Access is posted from this junction starting at a point behind this gate, approximately 0.25 mile to the Right-of-Way into these units. Access goes behind the large rock pile.

ACCESS AND ROAD MAINTENANCE: Gate key required for access. Prospective bidders may obtain a key from the Salem District Office, Monday through Friday from 7:45 a.m. to 4:30 p.m. A \$25.00 refundable deposit is required at the time of checking out a key.

In the use of the Bureau of Land Management controlled roads which the Purchaser is authorized to use; the Purchaser shall pay the Government a rockwear obligation of Sixty-six and 40/100ths dollars (\$66.40) to the Bureau of Land Management and perform road maintenance during use.

In the use of Longview Timberlands LLC controlled roads which the Purchaser is authorized to use; the Purchaser shall enter into a license agreement with Longview and pay to Longview a road use obligation of Three hundred fifty-eight and 00/100ths dollars (\$358.00), a rockwear obligation of One hundred twenty-seven and 81/100ths dollars (\$127.81), and will be required to carry liability insurance with limits of

\$1,000,000/\$1,000,000/\$1,000,000 and furnish a performance bond in the amount of \$2,000.00. Purchaser will be required to perform road maintenance during use.

In the use of Portland General Electric controlled road which the Purchaser is authorized to use, the Purchaser will be required to carry liability insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000. Purchaser shall perform dust abatement as directed by the BLM Authorized Officer. Trees of commercial value that need to be cut shall be bucked to industry standards and decked next to road. All gates shall be kept closed except when vehicles or equipment are passing through. Purchaser will be required to perform road maintenance during use.

In the use of Department of Agriculture, United States Forest Service controlled roads which the Purchaser is authorized to use; the Purchaser shall enter into a license agreement with Forest Service and perform road maintenance during use.

The Purchaser will be required to maintain all Purchaser maintenance roads as indicated on the Exhibit E Road Use and Maintenance Map.

Purchaser maintenance shall include frequent blading and shaping of road surface; spot rocking, ditch, culvert, and catch basin cleaning; removal of minor slides and other debris. Roads shall be left in a condition to withstand adverse weather at the end of the seasonal operations. Purchaser shall also be responsible for performing post storm inspections and maintenance during the winter season for all Purchaser maintained roads.

ROAD CONSTRUCTION, IMPROVEMENT, AND RENOVATION: The Purchaser will be required to do all work set forth below. The Purchaser shall supply all materials unless otherwise indicated.

a. Road Construction:

Road 4-5E-05.00, 625 feet, 14-foot subgrade, out sloped,
Surfacing - dirt, Usable width 12 feet.

Road 4-5E-07.01, 525 feet, 14-foot subgrade, out sloped,
Surfacing - dirt, Usable width 12 feet.

Road 4-5E-07.07, 180 feet, 14-foot subgrade, out sloped,
Surfacing - dirt, Usable width 12 feet.

Road 4-5E-07.08, 265 feet, 14-foot subgrade, out sloped,
Surfacing - dirt, Usable width 12 feet.

Road 4-5E-07.09, 3,455 feet, 14-foot subgrade, out sloped,
Surfacing - dirt, Usable width 12 feet.

Road 4-5E-07.10, 475 feet, 14-foot subgrade, out sloped,
Surfacing - dirt, Usable width 12 feet.

Road 4-5E-18.01, 2,920 feet, 14-foot subgrade, out sloped,
Surfacing - dirt, Usable width 12 feet.

b. Renovation:

4.80 miles of renovation which includes blading, roadside brushing, ditch cleaning, clean inlet, outlet and barrel of existing culverts as needed. Purchase, place and process crushed rock on various depleted road surfaces throughout the sale.

c. Estimated Quantities:

Clearing:

5.5 acres of new construction

Excavation:

2,804 cubic yards of common

Culvert and Misc.:

40 feet of 24 inch culvert

(Culvert is to be installed and removed the same year during the in-water work period of July 15th through August 30th both days inclusive. Upon removal, the culvert shall become the property of the Government and stockpiled on Government land. If damaged beyond re-use as determined by the Government, the Purchaser shall replace culvert with like material and equal dimensions.)

Aggregate Material:

<u>Quantity</u>	<u>Description</u>
<u>200</u> cubic yards	1½ inch minus crushed rock (truck measured yards)
<u>30</u> cubic yards	4 inch minus crushed rock (truck measured yards, culvert bedding)

Rock Sources:

1½ and 4 inch minus crushed rock to be obtained and purchased from a commercial source.

Watering:

As needed.

Rolling:

38 hours (includes embankments, new construction subgrades and previous ripped subgrades)

d. Right-of-way Debris Disposal:

Debris shall be disposed of by scattering; stumps close to entrance of newly constructed roads will be stockpiled and used for barricade installation in conjunction with the construction of debris barricades.

Debris resulting from new road construction on private land will be hauled and scattered on adjacent BLM lands.

OTHER: All earth disturbing equipment shall be cleaned and inspected prior to entry onto BLM land.

After completion of haul: Construct ten debris barricades or trench and berms, water-bar 1.59 miles of road.

Seed and fertilize 5.5 acres. Seed, fertilize and mulch 0.50 acre. Wild Blue Ryegrass to be furnished by the Government.

Gate at the entrance of Road 4-5E-05.00 to be locked at the end of operations each day. Gate at the entrance of Road 4-5E-18.01 road shall be locked with each entry and exit.

Keys to gates may be checked out at BLM Salem District Office. A \$25.00 refundable deposit will be collected for each key.

SPECIAL ATTENTION ITEMS:

Sec. 40.	Reserve trees
Sec. 41.h.	Cut trees and snags without removal
Sec. 41.i.	Bucking trees and logs when removal not authorized
Sec. 41.l., m., n.	Logging operations and Road 4-5E-18
Sec. 41.o.	Seasonal Restrictions
Sec. 41.jj., kk.,ll., mm.	Logging Residue Reduction and Contributed Funds

DESIGNATION AND SALE OF ADDITIONAL TIMBER (Sec. 41.d.)

This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient purchaser operations. These provisions include:

-The designation and sale of additional timber, such as corridor and guyline trees, at contract price, as necessary to facilitate safe and efficient logging. Such trees may be felled and removed when they are painted by the Authorized Officer;

-Sale of additional timber volume at current fair market value where the species and/or size of trees are not representative of the forest stands being thinned;

-Government reservation of trees previously marked for cutting when the Authorized Officer determines that it is necessary in order to maintain stand densities consistent with objectives set forth in management prescriptions;

-The use of unilateral modifications executed by BLM for such additional timber and replacement timber;

-Revocation of the Purchaser's right to cut additional timber if the Authorized Officer determines that trees have been cut and removed that were not previously marked and approved for cutting and removal by the Authorized Officer; and,

-It is estimated that approximately 302 MBF of such additional timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal.

Seasonal Restriction Matrix

- Operations restricted, modified or allowed pending conditions.
- Operations restricted.

Activity	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Mechanized felling, ground-based yarding, machine piling, hauling on natural surface roads. 41.o.1 (2)												
Road construction, renovation and stabilization. 41.o.1 (2)												
Falling, yarding and/or skidding 41.o.2 (1)												
In-stream work. 41.o.3												
Hauling on rocked roads. 41.o.4 (2)												
Unit 1 only - Falling, yarding, road activities 41.o.5 (3)												

- (1) Bark slippage seasonal restrictions may be conditionally waived.
- (2) Seasonal restrictions may be shortened or extended depending on soil moisture conditions.
- (3) Northern Spotted Owl nesting seasonal restrictions may be conditionally waived.