

COOS BAY DISTRICT OFFICE
 UMPQUA FIELD OFFICE

SALE DATE: May 24, 2024
 SALE TIME: 10:00 a.m.

SALE NO.: ORC03-TS-2024.0004, ASH VALLEY CT

DOUGLAS COUNTY: OREGON: O&C:

ORAL AUCTION: Bid deposit required: \$15,800.00

All timber designated for cutting on: T. 23 S., R. 09 W., Sec. 19 S1/2E1/4, Sec. 29 NW1/4, Sec. 30 NE1/4, NE1/4, SE1/4, 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
11,749	1,931	Douglas-fir	2,438	\$64.10	\$156,275.80
89	18	western hemlock	22	\$48.30	\$1,062.60
273	10	red alder	14	\$35.70	\$499.8
12,111	1,959	Total	2,474		\$157,838.20

Product	Unit of Measure	Estimated Number of Units	Appraised Price Per Green Ton	Estimated Volume Times Appraised Price
Biomass	Green Tons	400	\$0.05	\$20.00

Total Appraised Value:	\$157,858.20
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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). THE MINIMUM INCREMENT WILL BE \$0.50 PER 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 14.2 inches; the average gross merchantable log contains 59 bd. ft.; the total gross volume is approximately 2,750 thousand bd. ft.; and 90% recovery is expected. The average DBHOB for Douglas-fir is 14.3 inches; and the average gross

merchantable log contains 59 bd. ft.; and 00% recovery is expected. None of the total sale volume is salvage material. The following cruise methods were used for volume determination:

VARIABLE PLOT: Timber volumes in all harvest units were based on a variable plot cruise. Using a 20 Basal Area Factor (BAF), 237 plots were measured, and 141 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.

100% CRUISE: Volumes for all species were based on a 100% cruise in the right-of-ways and landing locations, using form class tables for estimating board foot volume of trees in 16-foot logs.

CUTTING AREA: One (1) unit totaling 187 acres must be partial cut and one (2) acre of right-of-way. Acres shown on Exhibit A have been computed using the S1 Mobile Mapping application.

ACCESS: Access to the sale area is provided via: Oregon State highways, Douglas County roads, privately controlled roads, and Government controlled roads.

DIRECTIONS TO SALE AREA: From Reedsport, OR., travel east on State Highway 38 approximately 13 miles, turn right onto Loon Lake Rd, go approximately 11.6 miles, turn left onto Soup Creek Road, go approximately 1 mile, stay right, proceed onto the 23-9-19.0 road, go approximately 1 mile, turn right onto the 23-9-20.0 road, go approximately 1.4 miles to the unit boundary/23-9-23.4 road junction.

ROAD USE & MAINTENANCE: Refer to Exhibit E Summary attached. Operator maintenance required on 1.3 miles of road.

Rockwear and Maintenance Fees Payable to BLM: \$5,737.24

BUYOUT SECURITIES (OPTIONAL CONTRIBUTION): Purchaser will have the option of performing pile burning or contributing \$6,000.08 in lieu thereof. The option must be declared prior to contract execution. Piling and covering are not included in the Optional Contribution and will remain the responsibility of the purchaser. [Sec.44.d.\(8\)](#)

ROAD CONSTRUCTION:

Refer to Exhibit C and D:

Road construction and improvement estimates include the following:

0.02 miles Class SN-16 road

Aggregate:

Base/Landing Rock, 6" minus hardrock:	<u>1,139 C.Y. (Truck Measure)</u>
Base/Landing Rock, 6" open hardrock:	<u>20 C.Y. (Truck Measure)</u>
Base/Landing & Maintenance Rock, 3" minus hardrock:	<u>79 C.Y. (Truck Measure)</u>
Bedding/Surfacing & Maintenance Rock, 1 ½" minus hardrock:	<u>940 C.Y. (Truck Measure)</u>

Drainage:

18" Corrugated Polyethylene Pipe:	<u>40 Lineal Feet</u>
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DURATION OF CONTRACT: Shall be thirty-six (36) months for cutting and removal of timber. The contract will contain special stipulations regarding logging, road construction, road use and maintenance, fire prevention, hazard reduction and logging residue reduction, log branding and painting, optional scale check of lump sum sales, Buyout Securities, vehicle cleaning, and snag creation.

SPECIAL PROVISIONS: This list is not comprehensive. Please review the entire contract.

1. All equipment shall be washed prior to entering and exiting the contract area to control the spread of noxious weeds and Port-Orford cedar root disease in accordance with Exhibit F.
2. No trees shall be felled into the Reserve Area, shown on the Exhibit A. Line pulling, jacking, or other mechanical devices shall be used, as necessary. [Sec.44.a.\(4\)](#)
3. Seasonal and/or daily timing restrictions shall apply in the Seasonal Timing Restriction Areas as shown on Exhibit A – The following operations shall cease between April 1 and August 5 of the same calendar year, both days inclusive; new road construction, renovation operations on closed roads, chainsaw and heavy equipment operation associated with yarding, tree climbing, mechanical harvest, culvert installation, timber haul, and/or slash piling operations as determined by the Authorized Officer to be above ambient noise levels. In addition, a daily timing restriction confines operations to the period from two (2) hours after sunrise to two (2) hours before sunset between August 6 and September 15 of the same calendar year, both days inclusive. [Sec.44.a.\(5\)](#), [Sec.44.b.\(2\)](#)
4. Tree damage shall be kept to a minimum. [Sec.44.a.\(13\)](#)
5. Lift trees and intermediate support trees may be necessary and will be identified during corridor layout. [Sec.44.a.\(9\)](#), [Sec.44.a.\(10\)](#)
6. One-end suspension required in cable and ground-based yarding areas as shown on Exhibit A. [Sec.44.a.\(7,8\)](#)
7. Full suspension required over any stream channels. Trees cut for yarding corridors within the Reserve Area adjacent to stream channels shall be felled toward the channel and left on-site. [Sec.44.a.\(7\).d](#), [Sec.44.\(8\).d](#)
8. 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. [Exhibit C](#)
9. All Ground-based harvesting equipment must be approved in writing by the Authorized Officer prior to any operations. Ground-based yarding equipment must be capable of lifting the leading end of the turn clear of the ground. [Sec.44.a.\(8\)](#)
10. Ground-based operations shall be conducted when soil moisture content is below 25%, as determined by the Authorized Officer. [Sec.44.a.\(8\)](#)
11. Seed, fertilize, and mulch landings, road cuts and fills, and waste areas prior to the wet season. [Sec.44.b.\(4\)](#)
12. Soil stabilization, water bar construction, road decommissioning, and road barrier construction shall be conducted after the completion of harvest activities but no later than October 15th. [Sec.44.b.\(4\)](#)
13. BLM will assume supervisory responsibility for disposal of logging slash. [Sec.44.d.\(1\)](#)
14. Machine piling of logging slash is required at all landing and Roadside Hazard Reduction Areas (RHRA). [Sec.44.a.\(12\)](#), [Sec.44.d.\(4\)](#)
15. Within one (1) year following the completion of yarding operations, create 1,169 snags as shown on the Exhibit I and as directed by the Authorized Officer. [Sec.44.a.\(23\)](#)
16. The Purchaser shall provide signage to control traffic when conducting operations adjacent to any road. [Sec.44.a.\(16\)](#)
17. To minimize the risk of attracting predators to activity areas, all garbage (especially food products) will be contained or removed daily from the contract area pursuant to Section 27 of this contract. [Sec.44.a.\(20\)](#)

Seasonal Restriction Matrix ORC03-TS-2024.0004 ASH VALLEY CT Timber Sale Prospectus

*Restricted periods are **Shaded**; Conditional periods are **hatched**; See Exhibit A for portions of units affected.

Sale Area	Activity	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
		1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
General All Units	Falling and bucking ²																								
	Cable yarding ²																								
	Road Construction, Renovation, or Improvement Work ¹																								
	Hauling ¹																								
	Hauling on approved rocked roads ⁴																								
	Ground based yarding ³																								
All Units	Seasonal Restriction Area ⁵																								

¹ Wet season restrictions may be shortened or extended depending on weather conditions.
² Bark slip seasonal restrictions may be conditionally waived upon written request and Authorized Officer approval. Strict compliance with damage provision required for continued operations.
³ Ground based yarding restricted to periods when soil moisture levels are below 25% as determined by the Authorized Officer.
⁴ Wet season haul on rocked roads may be suspended during periods of heavy rain.
⁵ In the Seasonal Restriction Area shown on Exhibit A, chainsaw operations, falling, yarding, heavy equipment operation, and new road construction operations are prohibited in the period between April 1 and August 5. In addition, a daily timing restriction confines operations to the period from two hours after sunrise to two hours before sunset between August 6 and September 15 of the same calendar year, both days inclusive.

SCHEDULE I

Sec 43. WOOD PRODUCTS RESERVED FROM CUTTING. The following timber in the Contract Area, shown on Exhibit A, which is attached hereto and made a part thereof, is hereby reserved from cutting and removal under the terms of this contract and is retained as 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 trees marked, by the Government, with orange paint including trees orange marked with an "S" or a "W" above and below stump height within the Partial Cut and Special Cutting Area, shown on Exhibit A and Exhibit I;
- c. All existing standing dead trees, except those snags that must be felled to permit safe working operations provided that all snags felled must be retained on site;
- d. All existing downed wood ≥ 6 " in diameter at the large end and > 20 feet in length except for safety, operational, fuels reduction reasons, or the Authorized Officer determines the volume be included in the Exhibit B, which is attached hereto and made a part hereof.
- e. All Bearing Trees with metal tags that mark property corners;
- f. All Pacific yew trees.

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Sec 44. SPECIAL PROVISIONS. Purchaser shall comply with the special provisions which are attached hereto and made part hereof unless otherwise authorized, in writing, by the Authorized Officer:

- a. 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 is approved.
 - (2) Before beginning operations in 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 they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of ten or more days.
 - (3) Due to bark slippage, felling or yarding may be restricted by the Authorized Officer within the contract area between April 1 and June 30 of each calendar year, both days inclusive.

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- (4) No trees may be felled into the Reserve Area. Line pulling, jacking, or other mechanical devices shall be used as necessary to prevent trees from falling into these areas. Directional felling shall be used near roads, property lines, posted boundaries, and orange painted reserve trees.
- (5) Seasonal and daily timing restrictions shall apply in the Seasonal Timing Restriction Areas as shown on Exhibit A. The following operations shall cease between April 1 and August 5 of the same calendar year, both days inclusive; chainsaw and heavy equipment operation for yarding, tree climbing, mechanical harvest, and/or slash piling operations as determined by the Authorized Officer to be above ambient noise levels. In addition, a daily timing restriction confines operations to the period from two (2) hours after sunrise to two (2) hours before sunset between August 6 and September 15 of the same calendar year, both days inclusive.
- (6) All trees shall be felled, limbed, topped, and cut into lengths not to exceed forty-one (41') feet prior to yarding within the Partial Cut Units as shown on Exhibit A.
- (7) In the Partial Cut Units, yarding (except for road right-of-way and ground-based yarding areas, shown on Exhibit A) shall be done with a skyline cable system according to the following:
 - (a) The skyline cable system shall be capable of being rigged in a multi-span configuration utilizing a carriage capable of yarding seventy-five (75') feet laterally from the skyline. Skyline roads shall not be spaced closer than one hundred fifty (150') feet apart, unless approved by the Authorized Officer and be no wider than twelve (12') feet as measured between reserve trees.
 - (b) One-end suspension is required during yarding operations. Intermediate supports and/or lift trees may be required to obtain the required suspension. Full suspension is required when yarding over stream channels as shown on the Exhibit A.
 - (c) If placement of the yarding corridor requires the cutting of a tree in the Reserve Area adjacent to a stream channel, the tree shall remain on-site and felled toward the direction of the channel in a manner to protect the stream bank from disturbance during yarding. Yarding corridors shall cross stream channels perpendicular where possible to minimize cutting of trees within the Reserve Area. Yarding corridor location within the Reserve Area shall be approved by the Authorized Officer prior to cutting.
 - (d) 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 fifty (50') feet of a stream channel, which has been exposed by yarding, shall be covered with slash to trap sediment and prevent erosion.
 - (e) Where road locations allow, yarding will be done so that corridors run parallel to each other rather than radiate from a central landing.
 - (f) In the Special Cutting and Dominant Tree Areas shown on the Exhibit A, all trees shall be whole-tree yarded.

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- (g) Complete re-spooling of lines is required in making cable yarding road changes.
- (8) In the Ground-Based Yarding Areas, shown on Exhibit A and within road rights-of-way, cutting and yarding shall be done according to the following:
- (a) In addition to the requirements set forth in Sec. 26 of this contract, ground-based operations shall be restricted to the dry season which is typically June through October. Unseasonably dry or wet weather may shorten or extend the operating season.
 - (b) Ground-based operations shall be conducted when soil moisture content is below twenty-five (25%), 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 shall cease operations during periods of rain and be notified, after a soil-moisture assessment by the Authorized Officer, when operations may resume.
 - (c) Trees may be felled manually or by a mechanized harvester utilizing slash continually.
 - (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 that 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.
 - (e) Primary skid trails shall use existing trails wherever possible, be spaced one hundred (100') feet apart and be no wider than twelve (12') feet as measured between reserve trees.
 - (f) Primary skid trails shall be blocked with cull material after completion of harvest where the Authorized Officer determines vehicle access is possible.
 - (g) All ground-based equipment shall be restricted to operating on slopes less than thirty-five percent (35%), except when previously constructed trails or accessing isolated ground-based harvest areas requiring short trails over steeper pitches. Also, limit the use of this equipment when surface displacement creates trenches, depressions, excessive removal of organic horizons, or when disturbance would channel water and sediment as overland flow.
 - (h) Primary skid trails with a slope greater than fifteen percent (15%) and/or are left with more than one hundred (100') feet of continuous bare ground shall have water bars installed and/or be covered with slash for erosion control prior to October 31 as directed by the Authorized Officer.

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- (9) Sec. 44.a.(10) shall be the primary method for the identification, cutting, and removal of additional timber required for skyline corridors, yarding trails, and guy-line trees. Sec. 44.a.(11) may be used at the discretion of the Authorized Officer. The Purchaser shall be notified in writing when Sec. 44.a.(11) is authorized for use.
- (10) Before cutting and removing any reserve tree necessary to facilitate logging in the Partial Cut Units the Purchaser shall identify the location of the cable yarding roads, tail hold, 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 identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding the following condition 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 removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Authorized Officer, the width of each yarding road shall be limited to twelve (12') feet.
 - (b) The Purchaser may immediately cut and remove additional timber to provide tail hold, tieback, guyline, 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 will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under 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.(f) of the contract.
 - (c) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract; or, the Authorized Officer determines that any tree that exceeds twenty-four (24") inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current 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.

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- (e) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least three (3) days 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 Exhibit B of the contract or in accordance with Sec. 8 or 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary.
 - (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 roads 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, or insects or disease. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance 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 shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.
- (11) In accordance with the requirements of Sec. 8 of the contract it has been determined that it is in the best interest of the Government to sell additional timber located in the contract area which, is obstructing needed cable yarding roads, hazardous to workers, needed for guyline, tailhold, and/or tieback trees to meet all applicable State safety laws, codes, or regulations. This timber must be cut and removed so that the Purchaser can continue active falling and yarding operations. The Purchaser is, therefore, authorized to cut and remove such additional timber in accordance with the provisions of Sec. 8 of the contract: 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 chainsaw, and by painting the stump with fluorescent red paint so that the stump can be visually located from a distance of not less than one hundred (100) feet;
 - (b) Concurrently with falling, paint the end of the butt log 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 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.(f) have not been made; and,

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- (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. Fails to properly mark any stump with the “X” cut and fluorescent red paint.
 2. Fails to properly mark any butt log with fluorescent red paint.
 3. Cuts any tree that was reserved for tree improvement and/or wildlife habitat.
 4. Cuts any tree in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
 5. Cuts any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground-based yarding.
 6. Fails to properly segregate any pulled over tree that was yarded to the landing.
 7. Cuts any reserve tree that was not severely (as defined during the prework conference and documented in the approved logging plan) damaged from felling and yarding operations.
 8. Cuts more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
 9. Cuts or topped more than the minimum number of trees necessary to properly serve as tail hold trees.
 10. Cuts more than the minimum number of trees necessary to properly serve as tie-back for topped tail hold trees.

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

- (12) As directed by the Authorized Officer, for a distance of one hundred (100') feet from the perimeter of each landing and Roadside Hazard Reduction Area (RHRA), all logs more than eight (8") inches diameter at the large end and longer than eight (8') 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.
- (13) In the Partial Cut Area as shown on the Exhibit A, significant damage to residual reserve 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.

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- (14) Prior to attaching any logging equipment to any tree in the Reserve Area the Purchaser shall obtain written approval from the Authorized Officer and shall take all precautions to protect the trees from damage, as directed by the Authorized Officer.
- (15) During logging operations, the Purchaser shall keep BLM road No. 23-9-20.0, where they pass through the contract area, clear of trees, rock, dirt, and other debris so far as practicable. This road shall not be blocked for more than twenty (20) minutes or as directed by the Authorized Officer.
- (16) The Purchaser shall provide signage to control traffic when conducting operations adjacent to any road or as directed by the Authorized Officer and in accordance with Sec. 29 of the timber sale contract.
- (17) Hauling on native surface roads will be permitted between June 1 and October 15 unless dry conditions extend the hauling season, as directed by the Authorized Officer.
- (18) The Purchaser shall cease 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 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.
- (19) To control the spread of noxious weeds and Port-Orford cedar root disease, 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 shall be washed prior to moving in and moving out of the Contract Area to control the spread of noxious weeds and Port-Orford cedar root disease.
- (20) To minimize the risk of attracting predators to activity areas, all garbage (especially food products) will be contained or removed daily from the contract area pursuant to Sec. 27 of this contract.
- (21) Maintain and refuel heavy equipment a minimum of one hundred fifty (150') feet away from streams and other water bodies. Refuel small equipment at least one hundred (100') feet from waterbodies to prevent direct delivery of contaminants into a waterbody. Refuel small equipment from no more than five (5) gallon containers. A small spill kit is required to be on-site during operations. In the event of a spill or release, take all reasonable and safe actions to contain the material. Specific actions are dependent on the nature of the material spilled. If more than forty-two (42) gallons of fuel or combined quantity of petroleum product and chemical substances would be transported to a project site as project materials, a spill kit that can absorb and contain fifty-five (55) gallons of petroleum product and chemical substances shall be readily available. Purchaser shall be responsible for the clean-up, removal, and

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proper disposal of contaminated materials from the site in accordance with Section 28 of the contract.

(22) Log Branding and Painting:

Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs with a scaling diameter (small end inside bark) of over ten (10) inches, prior to the removal of timber from the contract area. All loads of eleven (11) logs or more will have a minimum of ten (10) logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs will be branded on loads of ten (10) logs or less. One end of all branded logs to be processed domestically will be marked with a three (3") square inch spot of highway yellow paint. 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 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.

(23) Snag Creation:

The Purchaser shall, within one (1) year following the completion of yarding operations, create nine hundred thirty-five (935) snags total as directed by the Authorized Officer and in accordance with Exhibit I the following stipulations:

- (a) The Purchaser shall create 915 snags in the Partial Cut Area, locations and quantities indicated on the Exhibit I map, and as directed by the Authorized Officer.
- (b) The Purchaser shall create 20 snags dispersed in the Riparian Reserve Snag Creation Area, locations and quantities indicated on the Exhibit I map. The Riparian Reserve Snag Creation Area is the distance between fifty (50') feet and two hundred (200') feet slope distance from the stream.
- (c) The Purchaser shall create a variety arrangement across the timber sale area of scattered single snags and groups of snags.
- (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 between three (3') and five (5') feet above the ground. Make two (2) cuts half (1/2) to three-quarter (3/4) circumference around the tree and penetrate through the cambium layer into the wood at least half (1/2"), but not more than one (1") inch. The distance between the top and bottom cut shall be at least one (1') foot apart but shall not exceed two (2') feet and on opposing sides of the tree bole as specified within the Exhibit I.

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- (f) The Purchaser shall not girdle trees for snag creation within one hundred (100) feet (minimum slope distance) of any open or unblocked roads, unless approved by the Authorized Officer.
 - (g) Any tree with the following characteristics shall be avoided for snag creation treatment:
 - i. Existing broken tops (live or dead trees), multiple-top, or dead-top trees.
 - ii. Trees exhibiting severe mechanical damage, fire scars, obvious disease, or decay (Example: root rot fungi at base or large mistletoe platforms).
 - iii. Any tagged tree (bearing tree or designated genetic/research tree).
 - iiii. Any tree greater than thirty (30”) inches diameter at breast height
- b. Road Construction
- (1) The Purchaser shall construct, improve, and renovate road in strict accordance with the road plans and specifications, shown on Exhibit C, which is attached hereto and made a part hereof.
 - (2) Within the designated seasonal and daily timing restriction area, as shown on Exhibit A, the following activities shall cease in the period between April 1 and August 5:

Road construction, renovation of closed roads, chainsaw and heavy equipment operation associated with yarding, tree climbing, mechanical harvest, culvert installation, timber haul, and/or slash piling operations as determined by the Authorized Officer to be above ambient noise levels. In addition, a daily timing restriction confines operations to the period from two (2) hours after sunrise to two (2) hours before sunset between August 6 and September 15 of the same calendar year, both days inclusive.
 - (3) Any required construction, improvement, or renovation of structures and roads shall be completed and accepted prior to removal 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 typically prior to October 15th 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, which is attached hereto and made part hereof.
 - (5) The Purchaser, prior to construction of landings, shall 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

SPECIAL PROVISIONS – Page 10 of 16

all overhanging materials to prevent erosion in accordance with the requirements set forth in Exhibit C.

c. 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.
- (2) 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 thirty (30) 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.

- (3) The Purchaser is authorized to use the roads shown on Exhibit E, 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 the Government a maintenance and rockwear obligation totaling \$5,737.24, shown on Exhibit E. Unless the total maintenance and rockwear fees due BLM are 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 in Sec 3 of this contract. Timber volume added by modification will be assessed at a rate of \$2.32/MBF for removal of timber over Government controlled roads.
- (4) The Purchaser shall perform maintenance and repair of such roads shown on Exhibit D in accordance with the maintenance specifications listed in Exhibit D, attached hereto, and made part hereof.

SPECIAL PROVISIONS – Page 11 of 16

- (5) 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 resulting from wear or damage in accordance with the maintenance specifications as shown on Exhibit D.
- (6) With the prior approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users of any BLM controlled road included in [Sec. 44.c.\(3\)](#) of this contract; provided that such a cooperative arrangement shall not relieve the Purchaser of his 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 users on these roads.
- (7) The Authorized Officer may at any time, by written notice, terminate the Purchaser's operator road maintenance obligations and require instead payment of current Bureau of Land Management (BLM) road maintenance fees for the particular surface type of the road(s) involved. These fees will be applied to the remaining contract volume on the sale area, as determined by the Authorized Officer, to be transported over the roads listed in [Sec. 44.c.\(3\)](#). If the total road maintenance fee does not exceed \$500.00, the Purchaser shall pay such amount in full prior to use of such roads. If the total road maintenance fee exceeds \$500.00, the Authorized Officer shall establish an installment schedule of payments of the maintenance obligation.

d. Fire Prevention and Control, 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 operation of power-driven equipment for 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:

SPECIAL PROVISIONS – Page 12 of 16

- (a) In addition to the requirements of Section 15 of this contract, the Purchaser shall be responsible for logging residue reduction at all landings sites and Roadside Hazard Reduction Areas (RHRA) as shown on the Exhibit A in the contract area.

(4) Specifications for Roadside Hazard Reduction Area (RHRA) and Landing Piling:

- (a) Within the RHRA's as shown on the Exhibit A, the Purchaser shall (1) remove logging residue for offsite utilization or (2) pile onsite for burning. Within the RHRA, all logging residue one-half inch (0.5") to four (4") inches small end diameter which is greater than two (2') feet in length and is within twenty (20') feet slope distance of the outside edge of the road shoulder shall be removed or piled. Logging residue includes slash from the harvest operations and related road construction, renovation, or improvement. Removal/piling shall be accomplished by hand or with mechanized equipment capable of reaching the required twenty (20') feet without leaving the road surface.
- (b) At all landing sites within the contract 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 or around the immediate vicinity of the landing site.
- (c) Any logs or useable residue identified in the contract area 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 onsite 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 RHRA's and 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 while logging equipment is onsite. Machine piling of the RHRA concurrently with logging operations is recommended but shall be completed at the conclusion of harvest operations.
- (f) Unless directed or approved by the Authorized Officer, no landing or RHRA piles shall be constructed within twenty (20') feet of any reserve green trees, snags, marked wildlife trees, corrugated plastic pipes (CPP's), property lines or other constructed features or improvements 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 onsite shall be pulled completely back onto the landing surface and either piled for burning or segregated for other uses.
- (h) Logging residue meeting the criteria set forth in [Sec.44.a.\(12\)](#), 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.

SPECIAL PROVISIONS – Page 13 of 16

- (i) If during the course of pile construction or during a final acceptance inspection, the Authorized Officer determines that landing or RHRA piles contain excessive amounts of logging residue that meets the specifications as described in [Sec.44.a.\(12\)](#), the Purchaser shall 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 or RHRA piles. Piling of slash on top of root wad piles is not permitted. Any root wad piles found by the Authorized Officer capped by slash shall require the removal and re-piling of the slash by the Purchaser.
 - (k) To promote efficient and complete burning, landing and RHRA 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 and RHRA piles shall be shaped and contoured in such a manner that will allow for polyethylene (PE) sheeting 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 sheeting being ripped or torn by underlying slash from the wind. Landing and RHRA 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 and RHRA piles before equipment used in piling is moved offsite. If piling equipment is moved offsite 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 and RHRA piling shall be made in writing (email is acceptable) at least ten (10) days in advance of planned equipment removal.
- (5) Specifications for RHRA and Landing Pile Covering:
- (a) Only landing and RHRA 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 RHRA segments and landing sites where yarding activities have been completed. This applies each year the timber sale is active.
 - (b) The Purchaser shall place polyethylene (PE) sheeting, minimum four (4) MIL thickness and black in color over the pile so as to provide an adequate level of protection from fall/winter rains. PE sheeting shall lie uniformly and as smooth 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 ten feet by ten feet (10 ft. x 10 ft.) or less, the size of the PE sheeting shall be a minimum of one hundred (100) square feet.

SPECIAL PROVISIONS – Page 14 of 16

- (c) To meet ignition and combustion needs, larger piles will require additional PE sheeting to adequately cover the pile to 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 sheeting. If piles are covered without the advice and consent of the Authorized Officer and are subsequently found to be inadequately covered, the Purchaser shall be required to re-cover or add additional covering to the piles before acceptance is made.
 - (d) At landing sites with excessive logging residue that overhangs the landing which cannot be reached and pulled back up onto the landing with equipment onsite, the Purchaser shall place additional PE sheeting over the residue concentrations below the landings.
 - (e) On roads that have been closed and/or decommissioned, decks of Purchaser owned logs that were not shipped by the Purchaser shall be covered with PE sheeting for burning. The Authorized Officer may waive this requirement if future utilization is determined to be feasible. Decks of reserved logs belonging to the Government are exempt from this requirement.
 - (f) 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 shall be placed on top of the pile but no more than twenty (20%) percent of the material to be piled may be placed on top of the PE sheeting.
 - (g) 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.
- (6) Specifications for Landing and RHRA Pile Burning:
- (a) 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 the supervision of the Authorized Officer or 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 PE sheeting in accordance with any applicable Federal, State, and municipal laws. Removed PE 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, PMS310-1. 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 a minimum eight (8) inch uppers that provide ankle support; an approved hard hat; 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 by the Authorized Officer. Minimum personnel, equipment, and materials requirements for burning landing and RHRA piles are:
 - A. One (1) English-speaking foreman for crew supervision.
 - B. Five (5) people to assist the foreman in pile burning.
 - C. Six (6) drip torches and sufficient mixed fuel to complete all pile burning.
 5. A minimum of ninety percent (90%) consumption of each pile is required. Stoking of piled material around pile edges may be required to meet the 90% consumption requirement. Stoking can be accomplished by hand or the Purchaser use of heavy equipment (if onsite) to facilitate stoking or re-piling of residue during pile burn operations. If used, heavy equipment shall not be allowed to operate off of 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.
- (7) Time is of the essence in complying with 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

SPECIAL PROVISIONS – Page 16 of 16

additional personnel and equipment to accomplish the planned treatments, the Purchaser also shall be responsible for such additional costs.

(8) Buyout Securities

The Purchaser shall assist in pile burning as described in [Sec. 44.d.\(6\)](#). The Purchaser has the option of completing this work, or in lieu thereof, make a buyout security deposit to the Bureau of Land Management in the amount of six thousand and 08/100 dollars (\$6,000.08), and upon making such deposit, the Purchaser shall be relieved of the obligations set out in [Sec. 44.d.\(6\)](#). The Purchaser shall notify the Authorized Officer of their intention to make this deposit prior to the date of execution of this contract, and the Purchaser shall pay such amount in full prior to the commencement of operations.

e. 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 \$4,680.75. In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of \$4,680.75 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.

Exhibit F

Sheet 1 of 1

SPECIAL PROVISIONS TO CONTROL THE SPREAD OF NOXIOUS WEEDS AND PORT-ORFORD CEDAR ROOT DISEASE

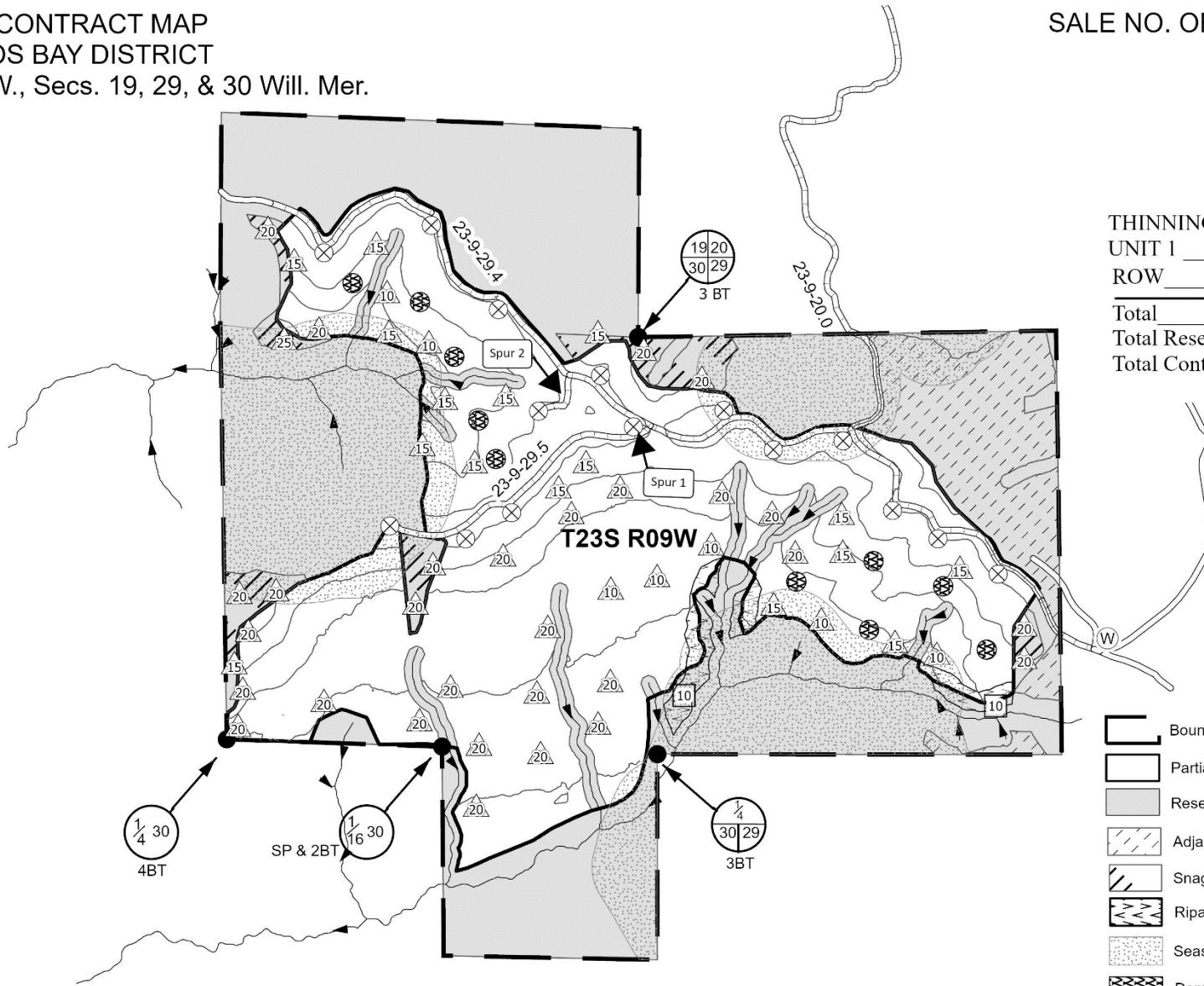
Vehicle and Equipment Cleaning:

- (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 shall be agreed to by Purchaser and BLM. All petroleum product residues shall be contained at wash sites and dealt with in accordance with DEQ standards. Purchaser 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 Purchaser.
- (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 and exiting the contract area. The Authorized Officer will determine if log trucks and vehicles used for the transportation of personnel shall be cleaned, based upon the location of use immediately prior to the current timber sale. If the vehicles have been in a weed-infested area, they shall be washed before entering the Contract Area, as shown on the Exhibit A.

TIMBER SALE CONTRACT MAP
 USDI-BLM COOS BAY DISTRICT
 T. 23 S., R. 09 W., Secs. 19, 29, & 30 Will. Mer.

SALE NO. ORC03-TS-2024-0004
 EXHIBIT I
 Page 1 of 2
 Ash Valley CT



THINNING
 UNIT 1 _____ 187 ACRES
 ROW _____ 2 ACRES
 Total _____ 189 ACRES
 Total Reserve Area _____ 233 ACRES
 Total Contract Area _____ 428 ACRES

- Boundary of Contract Area
- Partial Cut Area
- Reserve Area
- Adjacent Sale
- Snag Creation Area
- Riparian Reserve Snag Creation Area
- Seasonal Timing Restriction
- Dominant Tree Area
- Approximate Location and Number of Group Snags
- Approximate Location and Number of Scattered Snags
- Proposed Landing
- Corner Found
- Waste Site
- Stream Channel
- 100' Contour
- Road to be Renovated
- Existing Road

0 500 1,000 2,000 Feet
 Scale 1 inch = 1,000 feet



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

Exhibit I

SPECIFICATIONS FOR BASAL GIRDLING

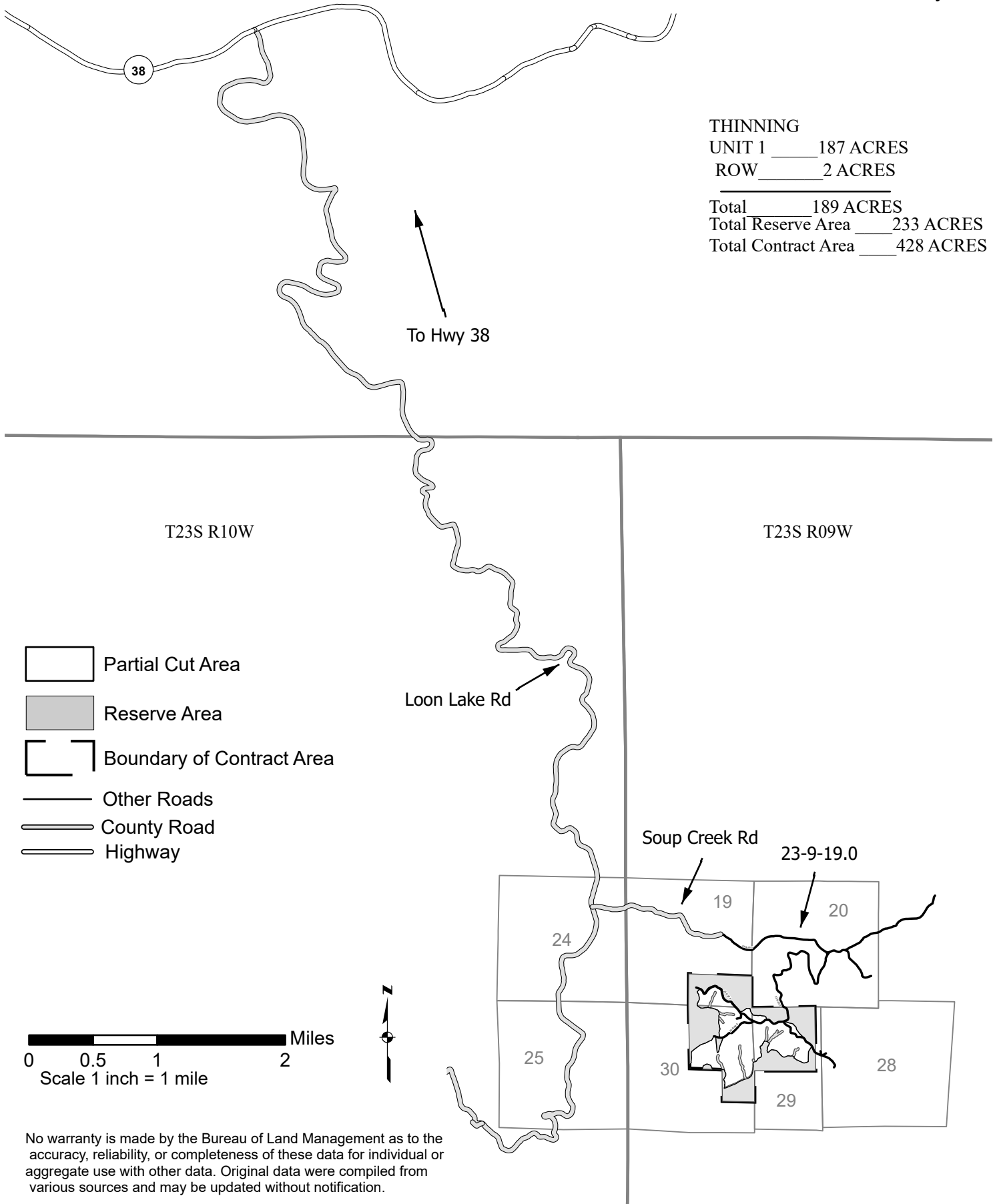
GENERAL:

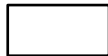





(1) Cut $\frac{1}{2}$ to $\frac{3}{4}$ circumference around the tree and penetrate through the cambium layer into the wood at least $\frac{1}{2}$ inch, but not more than 1 inch. The distance between the top and bottom cut shall be at least 1 foot apart but shall not exceed 2 feet and on opposing sides of the tree bole. Trees shall be girdled between three (3) and five (5) feet above ground level measured from the uphill side of the tree.

Illustration 1- Opposing Half-Girdle

Opposing Half-Girdle example: make two (2) $\frac{1}{2}$ to $\frac{3}{4}$ circumference girdles 1-2 feet apart on opposing sides of the tree. Cuts must penetrate at least $\frac{1}{2}$ inch, but not more than 1 inch into the wood of the tree. The tree shall be girdled between 3 and 5 feet from the ground.

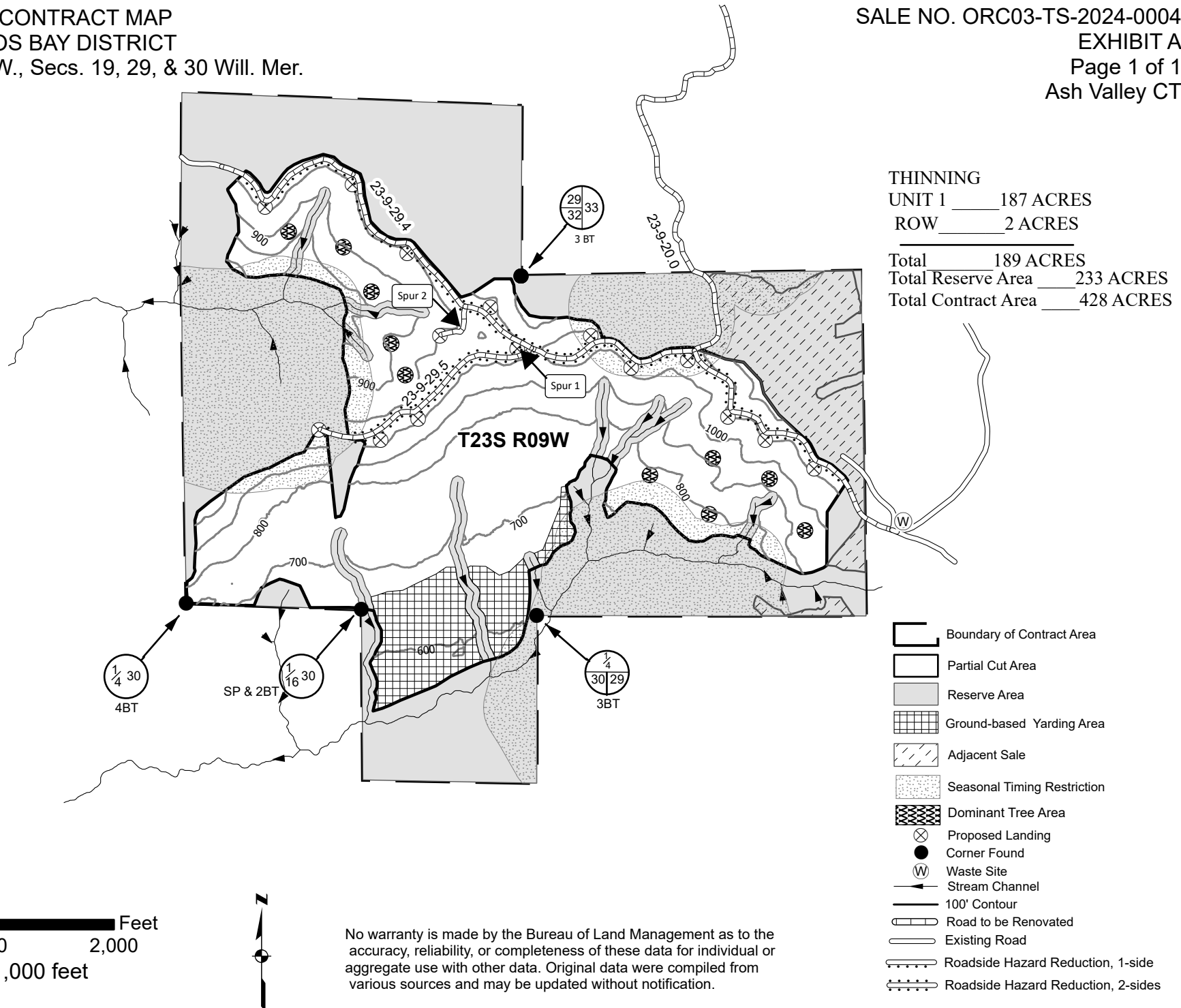




-  Partial Cut Area
-  Reserve Area
-  Boundary of Contract Area
-  Other Roads
-  County Road
-  Highway

0 0.5 1 2 Miles
 Scale 1 inch = 1 mile

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



THINNING
 UNIT 1 _____ 187 ACRES
 ROW _____ 2 ACRES

 Total _____ 189 ACRES
 Total Reserve Area _____ 233 ACRES
 Total Contract Area _____ 428 ACRES

0 500 1,000 2,000 Feet
 Scale 1 inch = 1,000 feet



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

- Boundary of Contract Area
- Partial Cut Area
- Reserve Area
- Ground-based Yarding Area
- Adjacent Sale
- Seasonal Timing Restriction
- Dominant Tree Area
- Proposed Landing
- Corner Found
- Waste Site
- Stream Channel
- 100' Contour
- Road to be Renovated
- Existing Road
- Roadside Hazard Reduction, 1-side
- Roadside Hazard Reduction, 2-sides

EXHIBIT B
LUMP SUM SALE

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	PRICE PER UNIT	AMOUNT OF ESTIMATED VOLUME OR QUANTITY x UNIT PRICE
Douglas-fir	2438 MBF	\$ 64.10	\$ 156,275.80
Red Alder	14 MBF	\$ 35.70	\$ 499.80
Western Hemlock	22 MBF	\$ 48.30	\$ 1,062.60
Biomass	400 Tons	\$ 0.05	\$ 20.00
Totals	2474 MBF		\$ 157,858.20

The apportionment of the total purchase price is as follows:

Approx. No. of Trees	UNIT NO. 1	EST. VOL.			
11455	Douglas-fir	2317 MBF	\$ 64.10	\$	148,519.70
230	Red Alder	12 MBF	\$ 35.70	\$	428.40
89	Western Hemlock	22 MBF	\$ 48.30	\$	1,062.60
	Biomass	350 Tons	\$ 0.05	\$	17.50
11774	TOTALS	2351 MBF			
			187 Acres =	\$ 802.29 /Ac.	
				Unit Total	\$ 150,028.20

Approx. No. of Trees	UNIT ROW	EST. NET MBF VOL.			
294	Douglas-fir	121 MBF	\$ 64.10	\$	7,756.10
43	Red Alder	2 MBF	\$ 48.30	\$	96.60
	Biomass	50 Tons	\$ 0.05	\$	2.50
337	TOTALS	123 MBF			
			2 Acres =	\$ 3,926.35 /Ac.	
				Unit Total	\$ 7,852.70

SALE NAME Ash Valley
NET MBF 2474

EXHIBIT E
ORC03-TS-

2024.0004

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

Surface Type	COMPANY NAME:	AGREEMENT NUMBER:	ROAD NUMBER	NET MBF	ROAD MILES:	MAINTENANCE AND/OR ROCKWEAR FEE /MBF/MILE	TOTALS:
					0		\$0.00

4. OPERATOR MAINTENANCE WILL BE REQUIRED ON APPROX. 1.3 MILES OF ROAD. (SEE EXHIBIT D)

SALE VOLUME: 2474 MBF.

SUMMARY OF ROAD USE & ROAD MAINTENAN	ROAD USE FEES:		ROCKWEAR FEES		MAINTENANCE FEES	
	TOTAL:	\$/MBF	TOTAL:	\$/MBF	TOTAL:	\$/MBF:
1. COMPANY-OWNED ROADS:	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
2. BLM-MAINTAINED ROADS:			\$0.00	\$0.00	\$1,967.82	\$0.80
3. OPERATOR-MAINTAINED ROADS:			\$3,769.42	\$1.52		\$0.00
	\$0.00	\$0.00	\$3,769.42	\$1.52	\$1,967.82	\$0.80

MAINTENANCE OBLIGATION PAYABLE TO BLM \$5,737.24 \$ 2.32

Ex D \$ 18,412.20
Ex E \$5,737.24
\$ 24,149.44

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

Bid submitted on (date)

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

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

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

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

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

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

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

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

NOTICES

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

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

PRINCIPAL PURPOSE: To qualify an oral auction bidder, and then if successful, to bind bidder to certain contract conditions.

ROUTINE USES: To determine that an individual is qualified to participate in oral auction bidding, and, as surety that bidder will fulfill contract requirements.

EFFECT OF NOT PROVIDING INFORMATION: Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for Timber and/or Other Wood Products or Vegetative Resources.

INSTRUCTIONS TO BIDDERS

1. **AUTHORITY** – Timber and/or Other Wood Products or Vegetative Resources, located on the revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937 (50 Stat. 874; 43 U.S.C. 2601); Timber and/or Other Wood Products or Vegetative Resources located on other public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of Timber and/or Other Wood Products or Vegetative Resources, are codified in 43 CFR Group 5400.

2. **QUALIFICATIONS OF BIDDERS** – A bidder for sale of Timber and/or Other Wood Products or Vegetative Resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the state in which the Timber and/or Other Wood Products or Vegetative Resources are located.

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

4. **DISCLAIMER OF WARRANTY** – Government expressly disclaims any warranty of the fitness of the designated Timber and/or Other Wood Products or Vegetative Resources for any purpose of the bidder; all Timber and/or Other Wood Products or Vegetative Resources are to be sold "As Is" without any warranty of merchantability by Government. Any warranty as to the quantity or quality of Timber and/or Other Wood Products or Vegetative Resources to be sold is expressly disclaimed by Government.

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

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

(b) **Oral Auction Sales** – Submission of the required bid deposit and a written bid is required to qualify for oral bidding. Oral bidding shall begin from the highest written bid. No oral bid will be considered which is not higher than the preceding bid. In the event there is a tie in high written bids, and no oral bidding occurs, the bidder who was the first to submit his/her bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first submission of high tie written bids, the high bidder shall be determined by lot. High bidder must confirm his/her bid, in writing, immediately upon being declared high bidder.

(c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in resale of Timber and/or Other Wood Products or Vegetative Resources remaining from an uncompleted contract from any person or affiliate of such person who failed to complete the original contract because of (1) cancellation for the purchaser's breach or (2) through failure to complete payment by expiration date.

(d) When it is in the interest of the Government to do so, it may reject any and all bids and may waive minor deficiencies in bids or in sale advertisement.

6. **BID FORMS** – All sealed, written bids, and confirmation of oral bids shall be submitted on forms provided by Government.

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

7. **BID DEPOSIT** – All bidders must make a deposit of not less than the amount specified in the *Timber and/or Other Wood Products or Vegetative Resources Notice*. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior – BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department (*Applies To Timber Only*), or any approved guaranteed remittance approved by the Contracting Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder shall be applied toward the required sale deposit and/or the purchase price. If the BLM fails to award the timber sale within 90 days of the determination of the high bidder, a portion of the bid deposit may be refunded to the high bidder upon written request to the authorized officer, such that the BLM retains a deposit of at least 5% of the appraised value. The remainder of the full bid deposit must be resubmitted to the BLM once the high bidder is notified in writing that the delay of award has been remedied and the authorized officer is prepared to issue the contract. If the high bidder is unable to provide the full amount of the bid deposit within 30 days of the written notification, the sale may be re-auctioned and the high bidder will be barred from participating in any subsequent auctions for the same tracts.

8. **AWARD OF CONTRACT** – Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he/she is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract. If contract award is delayed more than 90 days, half of the bid deposit may be refunded to the high bidder until the sale award process resumes.

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

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

(a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5450.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsman are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) any guaranteed remittance approved by the Contracting Officer.

(b) If purchaser elects to cut Timber and/or Other Wood Products or Vegetative Resources without skidding or yarding it to a loading point or removing it prior to the payment of the second or subsequent installments, Government shall require an increase in amount of performance bond initially required by an amount equal to the value of Timber and/or Other Wood Products or Vegetative Resources to be cut. Such increase must be on a bond rider form supplied by Government and be approved, in writing, by Government prior to cutting Timber and/or Other Wood Products or Vegetative Resources covered by the bond increase. This increased amount of bond shall be used to assure payment for Timber and/or Other Wood Products or Vegetative Resources cut in advance of payment.

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

If purchaser elects to (a) cut and remove Timber and/or Other Wood Products or Vegetative Resources, or (b) remove Timber and/or Other Wood Products or Vegetative Resources already cut which has been secured by an increased performance bond as provided in paragraph 10(b) above, before payment of the second or subsequent installments, Government shall require a payment bond on a form supplied by Government. Purchaser shall obtain written approval from Government of payment bond prior to cutting and/or removal of Timber and/or Other Wood Products or Vegetative Resources covered by the bond. Payment bond shall be used to assure payment for Timber and/or Other Wood Products or Vegetative Resources cut and/or removed in advance of payment.

12. PAYMENT OF PURCHASE PRICE – For sales of \$500 or more, Government may allow payment by installments. Except as discussed in paragraphs 10 and 11 above, no part of any Timber and/or Other Wood Products or Vegetative Resources sold may be severed, cut, or removed unless advance payment has been made as provided in contract.

13. LIQUIDATED DAMAGES – Within thirty (30) days from receipt of Timber and/or Other Wood Products or Vegetative Resources Sale Contract, the successful bidder shall sign contract and return it to Government, together with required bond and any required payment. If successful bidder fails to comply within the stipulated time, his/her bid deposit shall be retained by Government as liquidated damages.

14. NINETY-DAY SALES – If no bid is received within time specified in the advertisement of sale and if Government determines that there has been no significant rise in the market value of Timber and/or Other Wood Products or Vegetative Resources, it may, in its discretion, keep the sale open, not to exceed ninety (90) days.

15. UNAUTHORIZED USE OF GOVERNMENT PROPERTY – A sale may be refused to high bidder who has been notified that he/she has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.

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

17. LOG EXPORT – All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and any exporters of unprocessed private timber west of the 100th meridian in the contiguous 48 states within 24-months of the sale date are not eligible to purchaser Federal Timber west of the 100th meridian in the contiguous 48 states. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as saw logs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimensions or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 common or better.

Timber manufactured into the following will be considered processed: (1) Lumber or construction timbers, except western red cedar, meeting current American Lumber Standards Grades or Pacific Lumber Inspection Bureau Export R or N list grades, sawn on four sides, not intended for remanufacture; (2) Lumber, construction timbers, or cants for remanufacture, except western red cedar, meeting current American Lumber Standards Grades or Pacific Lumber Inspection Bureau Export R or N list clear grades, sawn on four sides, not to exceed twelve inches in thickness; (3) Lumber, construction timbers, or cants for remanufacture, except western red cedar, that do not meet the grades referred to in subclause 2 and are sawn on four sides, with wane less than 1/4 of any face, not exceeding 8 3/4 inches in thickness; (4) Chips, pulp, or pulp products; (5) Veneer or plywood; (6) Poles, posts, or piling cut or treated with preservatives for use as such; (7) Shakes or shingles; (8) Aspen or other pulpwood bolts, not exceeding 100 inches in length, exported for processing into pulp; (9) Pulp logs, cull logs, and incidental volumes of grade 3 and 4 saw logs processed at domestic pulp mills, domestic chip plants, or other domestic operations for the primary purpose of conversion of the logs into chips, or to the extent that a small quantity of such logs are processed, into other products at domestic processing facilities.

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Timber Sale Number
ORC03_TS-2024.0004

Timber Sale Name
Ash Valley CT 60-Day Re-Offer

Sale date

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>
<hr/> <p>(Authorized Signature of Bidder)</p>	<hr/> <p>Name and Title (type or print)</p>

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: Dec. 31, 2024

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 1/4 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.