

## NOTICE OF TIMBER SALE

(Recovery – Scaled Sale)

SALE NAME/NO.: Punchbowl 341-05-37

AUCTION DATE/TIME: February 15, 2005, starting at 2:00 p.m.

AUCTION LOCATION: Oregon Department of Forestry  
Astoria District Headquarters  
92219 Highway 202  
Astoria, Oregon 97103  
(503) 325-5451 FAX (503) 325-2756  
(4 miles SE of Astoria on Highway 202)

DISTRICT/UNIT OFFICE (MAILING ADDRESS FOR BIDS): Oregon Department of Forestry  
Astoria District Headquarters  
92219 Highway 202  
Astoria, Oregon 97103  
(503) 325-5451 FAX (503) 325-2756

HARVEST TYPE: Areas 1 and 2: 72 acres of modified clearcut of 60- to 90-year-old, good quality Douglas-fir, red alder, western hemlock, and a small amount of Sitka spruce. Volume to be removed is approximately 48.4 MBF/acre.

SALE LOCATION: Sale areas are located in portions of Section 10, T4N, R8W, W.M., Clatsop County, Oregon.

DIRECTIONS TO TIMBER SALE AREA: The sale areas can be accessed via Highway 53. Beginning at Necanicum Junction, proceed south to Hamlet County Road; turn east on Hamlet County Road. Proceed 5.5 miles to Cougar Mountain Road. Proceed 1.25 miles to an unnamed spur on the right side of the road. Area 1 is at the top of the ridge and Area 2 is at the end of the spur. **(A key for Cougar Mountain Road may be obtained at the Astoria District Headquarters.)**

### APPRAISED VOLUMES AND QUALITY:

| SPECIES         | AVG DBH | TOTAL MBF | GRADES BY MBF |    |     |   |     |    |       |     |     |    |    |     |    |    |    |     |     |
|-----------------|---------|-----------|---------------|----|-----|---|-----|----|-------|-----|-----|----|----|-----|----|----|----|-----|-----|
|                 |         |           | 1P            | 2P | 3P  | P | SM  | 1S | 2S    | 3S  | 4S  | 5S | 6S | SEL | SC | UT | CR | WRM | PLP |
| Douglas-fir     | 23"     | 2,836     |               |    | 272 |   | 614 |    | 1,568 | 331 | 51  |    |    |     |    |    |    |     |     |
| Red Alder       | 15"     | 449       |               |    |     |   |     |    |       | 347 | 102 |    |    |     |    |    |    |     |     |
| Western hemlock | 13"     | 158       |               |    |     |   | 18  |    | 73    | 35  | 32  |    |    |     |    |    |    |     |     |
| Sitka Spruce    | 14"     | 44        |               |    |     |   |     |    | 12    | 15  | 17  |    |    |     |    |    |    |     |     |
| Sale Total      |         | 3,487     |               |    |     |   |     |    |       |     |     |    |    |     |    |    |    |     |     |

MINIMUM BID: BID SPECIES Douglas-fir ..... \$447.73 per MBF

NO-BID SPECIES Sitka spruce ..... \$197.32 per MBF  
Western red cedar..... \$680.00 per MBF  
Western hemlock and other conifers ..... \$206.17 per MBF  
Red alder and other hardwoods..... \$364.15 per MBF

There is no project amortization. ODF will **not** reduce the price of a species to amortize the project work. Instead ODF will credit PURCHASER's timber account in the amount of \$22,723 after the project work is completed and accepted, as described in the section titled, "Credit for Project Work."

The timber sale areas contain negligible volumes of other logs to be paid for at the prices in Section 44.

PERFORMANCE SECURITY: 20% of bid value (unknown) **or** the total value of the project work (\$23,000), whichever is greater. Actual bond amount will be rounded up to an even \$1,000 unit.

|                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |                     |
|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------|
| EXPIRATION DATE:                                   | October 31, 2006                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | BID METHOD: | Sealed Bids         |
| BID DEPOSIT:                                       | \$145,100                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | SALE TYPE:  | Recovery/BOF - 100% |
| INSURANCE:                                         | \$500,000 Commercial General Liability; \$500,000 Automobile Liability; \$500,000 Logger's Broad Form                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |             |                     |
| HARVEST METHOD:                                    | Area 1: 85% cable yarding and 15% ground-based yarding.<br>Area 2: 100% cable yarding and 0% ground-based yarding.<br>Area 3: 100% ground-based yarding (in-sale right-of-way).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |                     |
| PROJECTS:                                          | Project No. 1: Approximately 0.09 mile of new road construction and 1.02 miles of road improvement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |                     |
| FEES:                                              | None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |             |                     |
| ENDANGERED SPECIES<br>ACT COMPLIANCE<br>STATEMENT: | <p>The Oregon Department of Forestry (ODF) is engaged in an active threatened and endangered (T&amp;E) species survey program. Surveys, determinations, and management measures are developed and implemented in good faith compliance with federal and state Endangered Species Act (ESA) requirements. Restrictions on operations due to T&amp;E species considerations are included in the prospectus. Purchasers are required to comply with all federal and state laws, including the Endangered Species Act. Purchaser should take steps to be certain that no ESA violations occur. Prospective purchasers of timber sales are reminded that ODF surveying efforts may take place any time during the term of a timber sale contract. As part of the survey program, ODF surveys its lands on a continuing basis for land management, species protection, research, and other reasons. During the contract term, T&amp;E survey work and/or the discovery of a threatened or endangered species within or in the vicinity of a timber sale may affect operations contemplated under the contract. In the event a threatened or endangered species is found within or near this sale, ODF may take steps necessary to protect the interests of the State, including contract alteration, suspension, or termination. Prospective purchasers are encouraged to contact the Astoria ODF District at (503) 325-5451 for further information or questions relative to threatened or endangered species surveys, future planned survey information, or other threatened or endangered species information.</p> |             |                     |
| SPECIAL REMARKS:                                   | <p><b>SEASONAL RESTRICTIONS APPLY - SEE SECTION 39.</b></p> <p>To avoid disturbance to Marbled Murrelets, the following activities shall not be allowed from April 1 through September 15:</p> <ol style="list-style-type: none"> <li>1. Log hauling (Section 54).</li> <li>2. Felling (Section 57).</li> <li>3. Cable yarding (Section 59).</li> </ol> <p>The following activities shall not be allowed from November 1 through September 15:</p> <ol style="list-style-type: none"> <li>1. Ground-based operations (Section 60).</li> <li>2. Slash piling (Section 68).</li> <li>3. Road improvement and construction (Section 70).</li> </ol> <p>These operations may occur during the period from August 6 through September 15, based upon a biological evaluation by STATE of the breeding activity in the area. Daily timing restrictions may also be used to minimize disturbance. Such permission shall be approved in writing by STATE (Sections 54, 57, 59, 60, 68, and 70).</p> <p>Timber sale acreage was determined by mapping sale areas on an ortho photograph and using ArcView to calculate areas.</p> <p><b>A key for Cougar Mountain Road may be obtained at the Astoria District Headquarters.</b></p>                                                                                                                                                                                                                                                                                                                                                                                     |             |                     |
| SALE OBJECTIVES:                                   | This sale is aligned with the objectives of the NWO Forest Management Plan. The                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |                     |

Plan presents guiding principles, a forest vision, and resource management goals.

Guiding Principles (in part) – To secure the greatest permanent value of these lands to the state, the State Forester shall maintain these lands as forest lands and actively manage them in a sound environmental manner to provide sustainable timber harvest and revenues to the state, counties, and local taxing districts. This management focus is not exclusive of other forest resources but must be pursued within a broader management context.

The information shown on the Exhibit "A" map(s) are approximate locations. Exact locations of features represented by map symbols shall be determined on site and shall depend upon the conditions that exist on site. Activities shall be conducted based upon features determined on site rather than features shown on maps.

**See inside front cover of Auction Schedule booklet for disclaimer regarding all governmental regulatory actions.**

|                      |                  |
|----------------------|------------------|
| <b>SALE NAME:</b>    | <b>Punchbowl</b> |
| <b>COUNTY:</b>       | <b>Clatsop</b>   |
| <b>CONTRACT NO.:</b> | <b>341-05-37</b> |

TIMBER SALE NAME: **Punchbowl**

TIMBER SALE NO.: **341-05-37**

OPENING DATE: **February 15, 2005**

## **FORM OF PROPOSAL**

The undersigned agrees to accept and perform all of the above terms and conditions as stated in the form of contract for the above-cited timber sale, and bids, and will pay:

Bid Species:

**Douglas-fir**, sawmill grade or better, \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$) \_\_\_\_\_ per MBF.

Minimum grades and volumes for bid species are stated in the timber sale prospectus.

No-bid species will remain as shown:

**Sitka spruce** ..... **\$197.32** per MBF.  
**Western red cedar** ..... **\$680.00** per MBF.  
**Western hemlock and other conifers** ..... **\$206.17** per MBF.  
**Red alder and other hardwoods** ..... **\$364.15** per MBF.

Enclosed is a bid deposit as required, consisting of a \_\_\_\_\_ in the amount of **\$145,100**, payable to the Oregon Department of Forestry.

The undersigned agrees to execute and deliver the contract, initial payment, required certificates of insurance, and performance bond, within thirty (30) days of the date of the written notice of intent to award; and that any cash bid deposit may be applied to the first required timber sale payment.

The undersigned understands that the bid is irrevocable and further agrees that if they fail to qualify under the terms of the contract within the thirty-day period, the bid deposit shall become the property of the Oregon Department of Forestry as liquidated damages.

BIDDER \_\_\_\_\_  
(Name of Individual or Company and Authorized Official)

TAX ID NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

PHONE \_\_\_\_\_

BY \_\_\_\_\_  
(Signature of Authorized Official & Title)

COMPLETE PURCHASER'S STATUS ON PAGE 2

**PURCHASER'S STATUS**

Purchaser is a corporation ☐ Check  
( ) Incorporated in  
the State of \_\_\_\_\_  
President's Name \_\_\_\_\_

Secretary's Name \_\_\_\_\_

Purchaser is: ☐ a partnership ☐ an assumed (business) ☐ company  
☐ an individual name

List names of all persons doing business under the partnership or assumed name:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If assumed name is subsidiary to a corporation, fill in data requested of corporation also and write in corporation name here:

\_\_\_\_\_

**CERTIFICATION OF ELIGIBILITY**  
**TO BID ON STATE TIMBER**

\_\_\_\_\_ hereby certifies that they:

**EXPORT**

- (a) Will not export the unprocessed State timber as defined in OAR 629-031-0020 which is the subject of this transaction;
- (b) Will not sell, transfer, exchange, or otherwise convey the unprocessed timber as defined above which is the subject of this transaction to any other person without first obtaining a certification from that person which meets the requirements of OAR 629-031-0030.
- (c) Are not prohibited by OAR's 629-031-0005 through 0045 from bidding for unprocessed State timber as defined above directly from the State Forester.
- (d) Understand that falsely entering into this certification is a violation of the Forest Resources Conservation Amendments Act of 1993 and OAR Chapter 629, Division 31, and is subject to any and all penalties contained therein.
- (e) Have not exported unprocessed timber originating from private lands in Oregon in the last 24 months, **or if bidding only on STATE hardwood timber or logs, HAVE** exported unprocessed timber originating from private lands in Oregon in the last 24 months, but **HAVE NOT** exported unprocessed **hardwood** timber originating from private lands in Oregon in the last 24 months **and** meet the requirements of OAR 629-031-0010(2).

**DEFAULT, TERMINATION, AND OTHER RELATED MATTERS**

- (a) Are not currently in default status under any timber sale contract sold by the State Forester.
- (b) Has not, within a 3-year period preceding this bid, had one or more Federal, State, or local timber sales terminated for cause or default.
- (c) If (b) above is Yes, has submitted an explanation, in writing, with this bid for consideration by STATE. Any such explanation shall be submitted at the time of bid on a separate piece of paper.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Dated

[NOTE: For the purpose of this form, the definition of unprocessed timber is the same as in OAR 629-031-0005.]

## **Biological Survey Report**

**Project:** Punchbowl  
**Date:** December 16, 2004  
**To:** Dan Goody  
**CC:** Tom Savage, District Sale File  
**From:** Marcia Humes

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### **Habitat Suitability**

This sale contains suitable habitat for northern spotted owls and potential habitat for marbled murrelets.

### **Survey Results**

This sale was surveyed for northern spotted owls in 2003 and 2004, using a protocol endorsed by the U.S. Fish and Wildlife Service<sup>1</sup>. There was one observation of a northern spotted owl in 2003. Additional visits in 2003 and 2004 resulted in no further observations of northern spotted owls, and the response from 2003 was determined to be a non-territorial single (or "floater") owl.

Surveys for marbled murrelets were conducted in 2001 - 2003, using a protocol developed by the Pacific Seabird Group<sup>2</sup>. There were several observations of marbled murrelets during these surveys, including subcanopy observations indicating occupancy.

### **Known T&E Resources**

There are no northern spotted owl activity centers within 1.5 miles of this sale.

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<sup>1</sup> USDI Fish and Wildlife Service. 1991, revised 1992. Protocol for surveying proposed management activities that may impact northern spotted owls. 15pp.

<sup>2</sup> Evans, D. M., W. P. Ritchie, S. K. Nelson, E. Kuo-Harrison, Peter Harrison, T. E. Hamer, eds. 2000, revised 2003. Methods for surveying marbled murrelets in forests: an update to the protocol for land management and research, by the Pacific Seabird Group Marbled Murrelet Technical Committee. 76 pp.

[illegible]

**Table 2. Marbled Murrelet Surveys of Punchbowl**

| <b>Survey Area</b> | <b>Site</b> | <b>Station</b> | <b>Date</b> | <b># Detections</b> |
|--------------------|-------------|----------------|-------------|---------------------|
| PUNCHBOWL CREEK    | 1           | 1              | 5/10/2001   | 0                   |
| PUNCHBOWL CREEK    | 1           | 2              | 6/4/2001    | 1                   |
| PUNCHBOWL CREEK    | 1           | 2              | 6/26/2001   | 0                   |
| PUNCHBOWL CREEK    | 1           | 3              | 7/12/2001   | 0                   |
| PUNCHBOWL CREEK    | 1           | 4              | 7/30/2001   | 0                   |
| PUNCHBOWL CREEK    | 1           | 1              | 5/17/2002   | 1                   |
| PUNCHBOWL CREEK    | 1           | 2              | 6/13/2002   | 0                   |
| PUNCHBOWL CREEK    | 1           | 4              | 7/8/2002    | 0                   |
| PUNCHBOWL CREEK    | 1           | 3              | 8/1/2002    | 0                   |
| PUNCHBOWL CREEK    | 1           | 5              | 5/5/2003    | 0                   |
| PUNCHBOWL CREEK    | 1           | 1              | 5/14/2003   | 0                   |
| PUNCHBOWL CREEK    | 1           | 4              | 5/23/2003   | 0                   |
| PUNCHBOWL CREEK    | 1           | 3              | 6/2/2003    | 0                   |
| PUNCHBOWL CREEK    | 1           | 6              | 6/9/2003    | 1                   |
| PUNCHBOWL CREEK    | 1           | 1              | 6/24/2003   | 0                   |
| PUNCHBOWL CREEK    | 1           | 2              | 7/10/2003   | 0                   |
| PUNCHBOWL CREEK    | 1           | 5              | 7/21/2003   | 0                   |
| PUNCHBOWL CREEK    | 1           | 6              | 7/30/2003   | 0                   |
| PUNCHBOWL CREEK    | 2           | 1              | 5/14/2001   | 0                   |
| PUNCHBOWL CREEK    | 2           | 1              | 5/31/2001   | 0                   |
| PUNCHBOWL CREEK    | 2           | 1              | 6/25/2001   | 0                   |
| PUNCHBOWL CREEK    | 2           | 1              | 7/17/2001   | 0                   |
| PUNCHBOWL CREEK    | 2           | 1              | 5/19/2002   | 0                   |
| PUNCHBOWL CREEK    | 2           | 1              | 6/11/2002   | 1                   |
| PUNCHBOWL CREEK    | 2           | 1              | 6/22/2002   | 0                   |
| PUNCHBOWL CREEK    | 2           | 1              | 7/7/2002    | 0                   |
| PUNCHBOWL CREEK    | 2           | 1              | 7/13/2002   | 0                   |
| PUNCHBOWL CREEK    | 2           | 1              | 7/21/2002   | 0                   |
| PUNCHBOWL CREEK    | 2           | 1              | 7/29/2002   | 0                   |
| PUNCHBOWL CREEK    | 2           | 1              | 8/2/2002    | 0                   |
| PUNCHBOWL CREEK    | 2           | 3              | 5/5/2003    | 0                   |
| PUNCHBOWL CREEK    | 2           | 5              | 5/14/2003   | 0                   |
| PUNCHBOWL CREEK    | 2           | 4              | 5/23/2003   | 0                   |
| PUNCHBOWL CREEK    | 2           | 2              | 6/2/2003    | 0                   |
| PUNCHBOWL CREEK    | 2           | 1              | 6/9/2003    | 0                   |
| PUNCHBOWL CREEK    | 2           | 5              | 6/24/2003   | 0                   |
| PUNCHBOWL CREEK    | 2           | 3              | 7/10/2003   | 0                   |
| PUNCHBOWL CREEK    | 2           | 4              | 7/21/2003   | 0                   |
| PUNCHBOWL CREEK    | 2           | 2              | 7/28/2003   | 0                   |