



# United States Department of the Interior

## BUREAU OF LAND MANAGEMENT

Eugene District Office  
P.O. Box 10226  
Eugene, Oregon 97440-2226

IN REPLY REFER TO:  
5430A

To: Eugene District Office

Attn: Debra Wilson, Siuslaw Resource Area (541) 683-6798, or  
Debbie Newman, Upper Willamette Resource Area (541) 683-6254

### PROSPECTUS REQUEST

Please send the Prospectus for the following Eugene District timber sales to be sold on June 25, 2009.

Check Box Below

Parcel Number

Sale Name

☐

1

Seeley Creek North

☐

2

Templeton Road Salvage

☐

3

Warner Salvage

Mail to:

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Requested by: 

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EUGENE DISTRICT  
UPPER WILLAMETTE RESOURCE AREA

PARCEL NO.: 1  
SALE DATE: June 25, 2009

Tract No. E-09-601 Seeley Creek North  
Lane and Linn County, Oregon: O&C

Bid Deposit Required: \$ 12,500.00

All timber designated for cutting on Lots 2, 3, & 4, NW1/4NE1/4, S1/2NE1/4, E1/2NW1/4, E1/2SW1/4, SE1/4, Section 7, T. 15 S., R. 1 W., and NE1/4 Section 13, T. 15 S., R. 2 W., Will. Mer.,

Estimated Volume (MBF) 32' Log	Estimated Volume (CCF)16' Log	Species	Estimated Volume (MBF) 16' Log	Appraised Price Per MBF	Estimated Volume Times Appr. Price
3,582	7,424	Douglas-fir	4,059	\$28.00	\$ 113,652.00
391	858	Western hemlock	460	\$23.00	10,580.00
3,973	8,282	TOTALS	4,519		\$ 124,232.00

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

NOTE: This timber sale has been cruised and volumes calculated using 16 foot eastside Scribner rules and the 32 foot log volumes and the cubic log volumes are estimates derived from the 16 foot volumes.

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

CRUISE INFORMATION: The Douglas-fir in the rights-of-way have been cruised using the 3P system to select sample trees. The sample trees have been cruised and the volume computed using the **National Cruise Processing Program** for estimating volume in 16-foot lengths and the volume expanded to a total right-of-way volume. A map showing the location and description of these sample trees is available at the Eugene District Office.

Volume for all coniferous species in the Partial Harvest Areas was variable plot cruised. The Partial Harvest Areas contain a total of 256 plots and 82 randomly selected sample trees. The tree count was determined with a Relaskop using a 20 BAF. Sample trees were randomly selected and volume is expanded to a total Partial Harvest Area volume in 16-foot lengths using the **National Cruise Processing Program**. A map showing the location of the sample trees is available at the Eugene District Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 12.8" DBHOB; the average log contains 42 bd. ft.; the total gross volume is approximately 4,219 MBF; and 96% recovery is expected.

CUTTING AREA: Two areas totaling 334 acres must be partial harvested and approximately 2 acres of right-of-way must be clear cut. Note: Acres shown on Exhibit A have been computed using a Trimble GEO XT Global Positioning System receiver and impulse Laser with Traverse software. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

ACCESS: Access to the sale is provided by:

1. a public road;
2. BLM existing roads;
3. BLM roads to be constructed; and
4. A road covered by a Right-of-Way and Road Use Agreement No. E-573 between Weyerhaeuser Company and the United States. In the use of private roads, the Purchaser shall enter into a license agreement with Weyerhaeuser Company. The license agreements shall be delivered to Weyerhaeuser Company for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

ROAD MAINTENANCE: The Purchaser shall pay Weyerhaeuser Company a road use fee estimated at \$108.00 for the use of Road No. 15-1-7.6 under their control. In addition, the Purchaser shall pay Weyerhaeuser above normal maintenance and rockwear fees for timber haul estimated at \$2.30 if the Purchaser maintains the Weyerhaeuser road; or

Weyerhaeuser will maintain and the Purchaser shall pay rockwear and maintenance fees of \$5.00 to Weyerhaeuser (Weyerhaeuser option at the time of execution of license agreement). The Purchaser shall pay BLM maintenance fees of \$17,116.45 for timber and mineral haul on BLM paved roads. The Purchaser shall maintain all BLM rocked roads and pay BLM a rockwear fee of \$1,150.49 for timber and mineral haul. See Exhibit D map for specification of road maintenance responsibility. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

**ROAD CONSTRUCTION:** Required

Suggested Rock Source: Coburg

Road Nos.: Spurs 7A, 7B, and 7C

Class: SN-14 rock surface

Length: Spurs 7A & 7B – 22.95 stations

Spur 7C – 7.05 stations

Surfacing: 1,057 CY compacted 3" minus crushed rock

Spurs 7A & 7B – 8"; Spur 7C – 6"

Culverts: Corrugated Polyethylene Pipe

Diameter: Length:

18" 190'

Width: 12'

Total estimated excavation: 27 hours of cat time and 12 hours of excavator time. Spurs 7A and 7B require excavation, end haul and embankment.

Total estimated road construction cost: **\$72,401.39.**

Special Requirements in Road Construction: End haul of excess material to a waste area; full bench and embankment construction; and seeding and mulching. Operations limited to periods of dry weather.

**ROAD IMPROVEMENT:** Required

Suggested Rock Source: Coburg

Road Nos. 15-1-19.1A (six culverts), 15-1-18, 15-1-7.1 and 15-1-7.2

Class: SN-16 or existing width

Surfacing: 4" compacted depth rock - 94.5 stations, plus 7 stations dirt on end of Road No. 15-1-18

Width: 12'

Culverts: Corrugated Polyethylene Pipe

Diameter: Length:

18" 320'

24" 110'

Road No. 15-2-13.1

Class: SN-14

Surfacing: 4" compacted depth crushed rock – 5 stations;

6" compacted depth rock – 13 stations

Width: 12'

Corrugated Metal Pipe

Diameter: Length:

30" 40'

36" 40'

Total estimated excavation: 32 hours of excavator time.

Total estimated improvement cost: **\$115,813.16**

Grand Total (construction & improvement): **\$188,214.55.**

Special Requirements in Road Improvement: Operations limited to periods of dry weather. Culvert replacements will require hauling of unsuitable or excess material to a waste area; rip rap placement; road resurfacing with rock and/or asphalt; and seeding and mulching.

**DURATION OF CONTRACT:** Duration of the contract will be **18 months** for cutting and removal of timber.

**SPECIAL PROVISIONS:** The contract will contain special provisions regarding road construction, culvert installation, road maintenance, prevention of erosion, falling of trees designated for cutting, logging residue reduction and submission of a written logging plan specifying landing locations, logging methods and logging schedule

**OTHER SPECIAL REQUIREMENTS:**

**\*\*\*\*\*Special Notification Requirement\*\*\*\*\***

Purchaser shall be required to notify BLM 30 days in advance of beginning harvest operations.

This area has Off Highway Vehicle (OHV) trails within the Partial Harvest Areas. BLM plans to close to public use the Partial Harvest Areas to OHV (motorcycles/quads) entry during the 18-month contract duration.

OHV Trail restoration will be required. Road decommissioning is required. All work shall be done concurrently or immediately after harvest operations.

Protection of the asphalt surfacing on Road No. 15-1-18.2 during logging will be required. Traffic control signs will be

required during logging from, or adjacent to, Road Nos. 15-1-18.2 and 15-1-19.1.

1. Upon completion of harvest, Purchaser shall be required to restore OHV Trail Nos. 15, 16 and 18 within the Partial Harvest Areas as shown on Exhibit A to their pre-existing condition, as determined by the Authorized Officer. This may include rehabilitation of turnpikes and rolling grade dips and slash removal from the existing tread of the designated trail.
2. Upon completion of harvest activities, Purchaser will be required to remove rock from a portion of the width of the road prism where existing OHV trails were located, and restore trails. An allowance of \$12,916.00 has been made for rock removal and hauling, trail restoration, and road decommissioning.
3. Rock removed from Road Nos. 15-2-13.1, Spurs 7B and 7C shall be hauled to the Horse Rock Stockpile in the SE1/4 of Section 1, T 15S, R. 2W.
4. Within the Partial Harvest Areas, machine slash piling, covering and burning is required on all landings and within 25 feet of Road Nos. 15-1-18, 15-1-19.1, 15-1-7.1, 15-1-7.2, 15-2-13.1, and Spurs 7A, 7B, and 7C. Hand piling will be required within 25 feet of all paved roads and within 10 feet of, and including, the existing tread of OHV Trail Nos. 16 and 18.
5. Culvert removal and installation on streams shall be done between July 1st and October 15th.
6. Ground based mechanized cutting and yarding operations will be prohibited on the Partial Harvest Areas during periods of excessive soil moisture. This will normally limit ground based logging to July 15 through October 1.
7. The Purchaser shall be required to clean logging, road construction, and tilling equipment to remove dirt and plant debris that may contain noxious weed seeds from the undercarriage, tracks and tire treads prior to entry on BLM lands.
8. Cable corridors may need to be adjusted to avoid cutting large snags and remnant trees.
9. One end log suspension is required in the Partial Harvest Areas during cable yarding.
10. Lift trees and intermediate supports may be required to log portions of the Partial Harvest Area-Cable Yarding.
11. No felling or yarding through Reserve Area.
12. No felling or yarding shall be conducted on the Partial Harvest Areas during sap flow from April 1 to June 30 of each year, both days inclusive, unless otherwise approved by the Authorized Officer.
13. All trees designated for cutting shall be felled and cut into log lengths not to exceed 40 feet before being yarded, unless approved by Authorized Officer.
14. Yarding in the Partial Harvest Area-Cable Yarding, as shown on Exhibit A, shall be done with a skyline system capable of lateral yarding 75 feet each side of the skyline corridor.
15. Skyline corridors shall be a minimum of 150 feet apart, unless otherwise authorized, and shall not exceed 12 feet in width.

It is estimated that approximately 508 MBF of such additional timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal.

A Special Provision is included in the contract which enables the Contracting Officer to suspend or terminate the contract in order to: (1) comply with the Endangered Species Act; (2) comply with a court order; (3) comply with BLM Manual 6840 as it relates to Federal proposed, Federal candidate, Bureau sensitive, or State listed species or habitat; or (4) protect raptor nests during nesting.

This contract provision limits the liability of the Government to the actual Out-of-Pocket Expenses incurred by the Purchaser which have not been amortized by the removal of timber from the contract area. In the event that operating time is lost as a result of the incorporation of additional contract requirements or suspension-related delays, an extension of time, with or without reappraisal depending on the reason for the suspension, will constitute a full and complete remedy for any claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to the Purchaser. In the event of a suspension that lasts longer than 30 days, the First Installment may be reduced and/or the unamortized Out-of-Pocket Expenses of road or other construction may be refunded or transferred to another contract at the election of the Purchaser.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing the slash pile burning or contributing \$1,073.06 in lieu thereof. The option must be declared prior to contract execution. Piling landing slash, piling along roadways and pile covering are not included in the Optional Contribution and will remain the responsibility of the Purchaser.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: From I-5 take exit 194 A onto HWY 126 east toward Springfield. Travel approximately 3.6 miles and take the 42<sup>nd</sup> street/Marcola exit. Turn east at 42<sup>nd</sup> street and travel 0.5 mile to Marcola Road. Turn north onto Marcola Road and follow for approximately 13.3 miles. Turn west on Shotgun Creek Road, travel for approximately 3 miles, turn north on Road No. 15-1-19.1 and follow timber sale signs to the timber sale area.

## Seasonal Restriction Table

### Seasonal Restrictions:

Soil moisture seasonal restriction for road construction, (typically October 15 – June 1)

Sap flow seasonal restriction (April 1 – June 15)

Soil moisture seasonal restriction for tilling and ground-based yarding (typically October 15 – July 1)

### \*Restricted Dates are Shaded

Sale Area		Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
Partial	Harvest Area	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
	Road construction and improvement																								
	Yarding ( Sapflow)																								
	Ground based yarding, tilling																								
	Culvert installation, Road No. 15-1-19.1																								

- Wet season restrictions may be shortened or extended depending on weather conditions; soil moisture overrides weather conditions.
- Sap flow seasonal restrictions may be conditionally waived at BLM discretion.

This table is for information purposes only. Refer to Section 41 Special Provisions of the contract for exact date restrictions and specifications.

Elevation ranges from 1,000–2,500 feet and activities may be subject to transient winter snow.

# TIMBER SALE LOCATION MAP

## *Seeley Creek North - Tract No. E-09-601*

TOWNSHIP

15 S

15S

RANGE

01 W

02 W

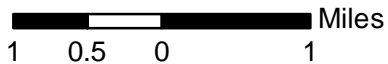
SECTION

7

13

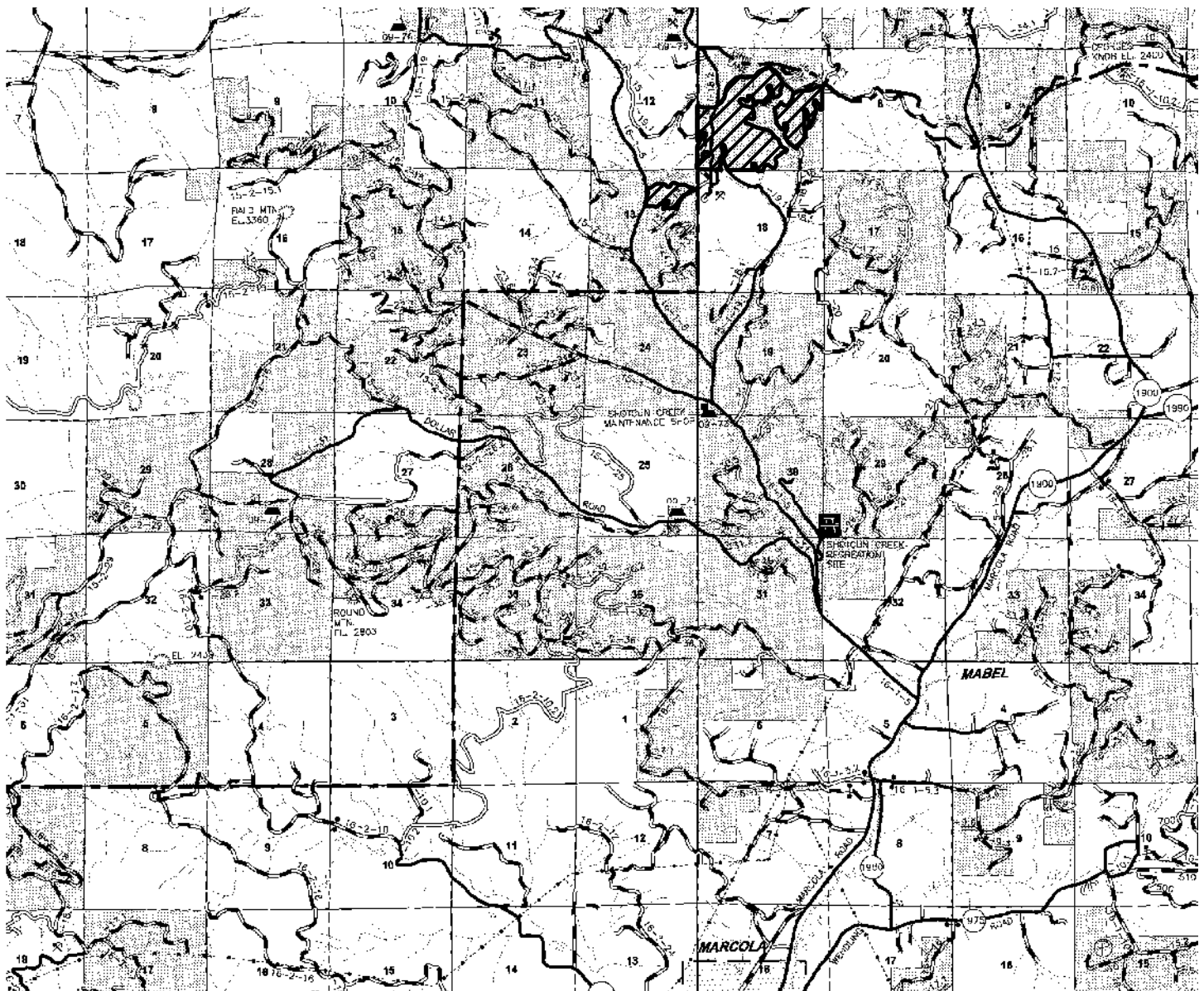


Seeley Creek North



Miles

# 4

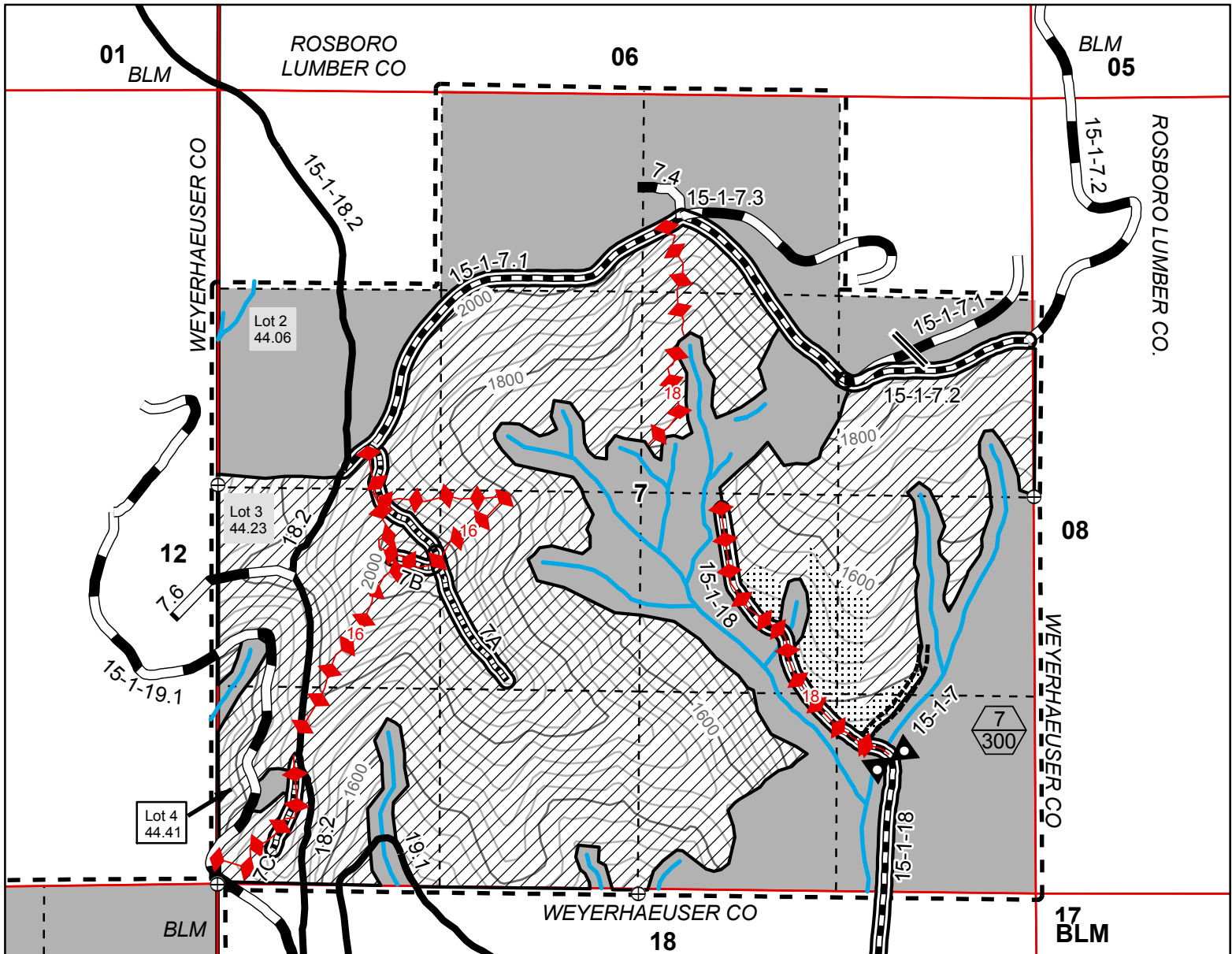




UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"  
SHEET 1 of 2

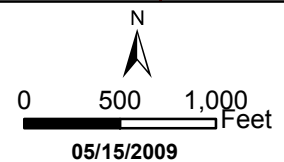
SALE NAME: SEELEY CREEK NORTH TIMBER SALE CONTRACT NO.: OR090-TS09-601  
T15S R01W SEC. 7, WILL. MER., EUGENE DISTRICT



Legend

- PARTIAL HARVEST AREA - CABLE YARDING
- PARTIAL HARVEST AREA - GROUND BASED YARDING
- PARTIAL HARVEST AREA - BLAZED, POSTED, PAINTED
- RESERVE AREA
- BOUNDARY - CONTRACT AREA
- SECTION LINE
- TOWNSHIP LINE
- UNIT NUMBER (TOP) / UNIT ACRES (BOTTOM)

- EXISTING ROAD - ROCK
- EXISTING ROAD - PAVED
- EXISTING ROAD - NATURAL
- NEW CONSTRUCTION
- ROAD IMPROVEMENT - ROCK
- OHV TRAIL
- STREAM
- 40 FT CONTOUR
- 100 FT CONTOUR
- SUBDIVISIONAL LINE
- CORNER FOUND
- BARRIER
- IMPASSABLE



TOTAL FOR SECTION 7	
PARTIAL HARVEST AREA	300 ACRES
ROAD RIGHT-OF-WAY	2 ACRES
RESERVE AREA	270.7 ACRES
CONTRACT AREA	572.7 ACRES

GRAND TOTAL FOR SECTIONS 7 & 13	
TOTAL PARTIAL HARVEST AREA	334 ACRES
TOTAL ROAD RIGHT-OF-WAY	2 ACRES
TOTAL RESERVE AREA	396.7 ACRES
TOTAL CONTRACT AREA	732.7 ACRES

Partial Harvest acres shown on Exhibit A have been computed using a Trimble GEO XT Global Positioning System receiver and Impulse Laser with Traverse software. Acreage was calculated based on Global Positioning System traverse procedures including differential correction. No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

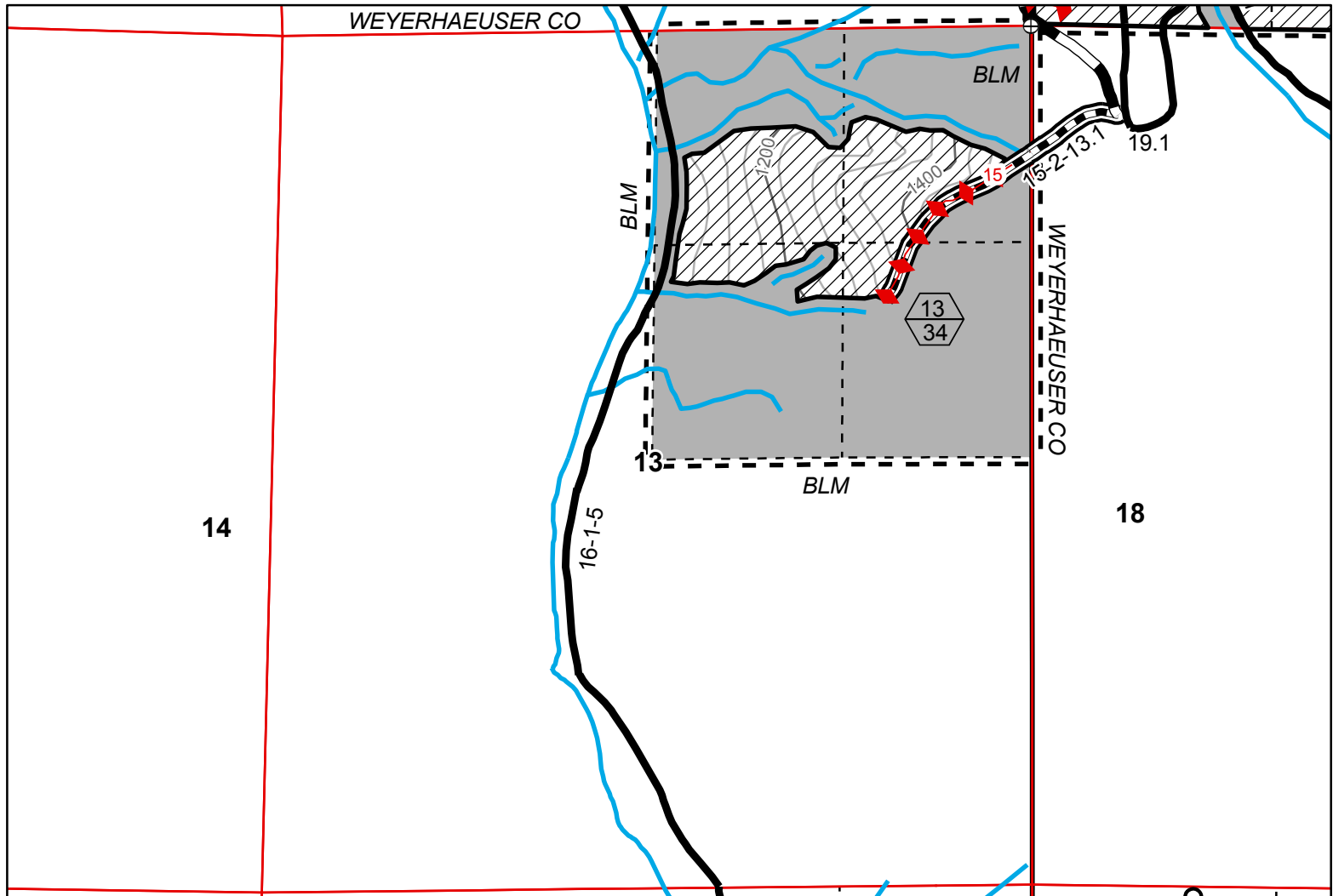
United States Department of the Interior  
Bureau of Land Management  
Oregon State Office  
P.O. Box 2965  
Portland, Oregon 97208-2965



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"  
SHEET 2 of 2

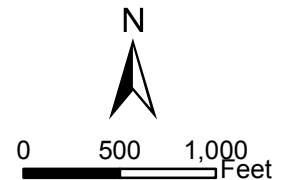
SALE NAME: SEELEY CREEK NORTH TIMBER SALE CONTRACT NO.: OR090-TS09-601  
T15S R02W SEC. 13, WILL. MER., EUGENE DISTRICT



**Legend**

- PARTIAL HARVEST AREA - CABLE YARDING
- PARTIAL HARVEST AREA - BLAZED, POSTED, PAINTED
- RESERVE AREA
- BOUNDARY - CONTRACT AREA
- SECTION LINE
- TOWNSHIP LINE
- CORNER FOUND

- EXISTING ROAD - ROCK
- EXISTING ROAD -PAVED
- ROAD IMPROVEMENT
- OHV TRAIL
- STREAM
- 40 FT. CONTOUR
- 100 FT. CONTOUR
- SUBDIVISIONAL LINES
- UNIT NUMBER (TOP) / UNIT ACRES (BOTTOM)



05/15/2009

PARTIAL HARVEST AREA	34 ACRES
ROAD RIGHT-OF-WAY	00 ACRES
RESERVE AREA	126 ACRES
CONTRACT AREA	160 ACRES

Partial Harvest acres shown on Exhibit A have been computed using a Trimble GEO XT Global Positioning System receiver and Impulse Laser with Traverse software. Acreage was calculated based on Global Positioning System traverse procedures including differential correction. No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

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Portland, Oregon 97208-2965



Planning Unit	Upper Willamette		
Type of Sale	Advertised		
Time for Cutting & Removal	18	Mos.	
Time for Removal of Personal Property	1	Mos.	

Subdivisions or Cutting Areas	Cutting Volumes by Species by MBF								Total Cutting Volume	Cutting Areas Acres	
	DF	WH								Partial	Clear
PH 1	3,540	414							3,954	300	
PH 2	405	46							451	34	
R/W	114	0							114		2
TOTAL	4,059	460							4,519	334	2

### Profit & Risk Allowance

Basic Profit & Risk	7	%
Additional Risk		
Low 1%	3	%
Medium 2%		%
High 3%		%
Total Profit & Risk	10	%

Ave Log (BF): D-fir	42	All	43	Ave DBH:12.8
Recovery D-fir	96	% All	94	%
Salvage D-fir	0	% All	0	%
Ave Volume per Acre	13			MBF
Ave Yarding Slope	45			%
Ave Yarding Distance	400			Ft.
Ave Age	50			Years
Volume Highlead				%
Volume Skyline	87			%
Vol. Ground Based	13			%
Volume Aerial				%
Road Construction / Improvements (100' Sta)				
Class	SN-16	No. Sta.	62.17	Const.
Class	SN-16	No. Sta.	145.41	Improve
Class	SN-16	No. Sta.	247.08	Renov
Class		No. Sta.		

Cruised by Anderson, Hallinan, Stevens, Wilder  
 Date \_\_\_\_\_  
 Type of Cruise Variable Plot and 3P  
**Volume (MBF-Net Merch)**  
 Green 4,519 MBF Salvage 0  
 D-fir Sawlog 4,119 MBF Peeler 0  
 Export Volume 0  
 Purchaser \_\_\_\_\_  
 Address \_\_\_\_\_

Contract No. OR090-TS09-601

OR-5420-1a  
(June 1986)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
**STUMPAGE COMPUTATION**  
**MBF**

District **Eugene**  
ATSP Tract No. **E-09-601**  
ADP No.  
Sale Name Seeley Creek North

Species	Realization Value	Mfg. Costs (-)	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marg. * Logs (+)	Stumpage
Douglas-fir	---	---	275.09	285.95	27.51		-38.37
Western hemlock	---	---	229.16	285.95	22.92		-79.71
Wt. Average							

\*Marginal Log Volume \_\_\_\_\_ MBF X \_\_\_\_\_ \$/MBF \_\_\_\_\_ Marg. Log Value  
Marginal Log Value \$ \_\_\_\_\_ = \$ \_\_\_\_\_ Marginal Log Value/MBF  
(D-fir Net Volume) \_\_\_\_\_ MBF

**APPRAISED PRICE SUMMARY**

TEA \_\_\_\_\_ RVA \_\_\_\_\_ X \_\_\_\_\_ Market Value \_\_\_\_\_

(Check one)

Number Trees		Species	Volume	Appraised Price		Bid Price	
Un-Merch	Merch			\$/M	Value	\$/M	Value
---	24,598	Douglas-fir	4,059	28.00*	113,652.00		
---	2,851	W. hemlock	460	23.00*	10,580.00		
---	27,449	<b>TOTALS</b>	4,519		124,232.00		

\*10% of Pond Value

**LOG GRADES (By Percent)**

				2 Saw	3 Saw	4 Saw
Species	Code #1	#2	#3	#4	#5	#6
Douglas-fir				26.0	61.0	13.0
Western hemlock				38.0	48.0	14.0

Appraised By: Bruce N. Stevens

Date: April 2009

Appraisal Reviewed By: Debbie Newman

Date: April 2009

EUGENE DISTRICT  
SIUSLAW RESOURCE AREA

## Scale Sale

PARCEL NO.: 2  
SALE DATE: June 25, 2009

Tract No. E-09-573 Templeton Road Salvage  
Lane County, Oregon: O&C

Bid Deposit Required: \$3,700.00

All timber designated for cutting on W½NW¼, NW¼SW¼, Section 1, T. 16 S., R. 6 W., Will. Mer.

Estimated Volume 32' Log (MBF)	Estimated Volume (CCF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Appr. Price
326	557	Douglas-fir	380	\$95.00	\$36,100.00

APPRAISED PRICES are determined by a market based analytical method unless otherwise noted. The minimum bid increment will be \$0.10 per MBF or multiples thereof.

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

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

CRUISE INFORMATION: Douglas-fir has been cruised using the 3P system to select sample trees. The sample trees have been cruised and the volume computed using the **National Cruise Processing Program** for estimating volume in 16-foot lengths and the volume expanded to a total sale volume. A portion of the sample trees have been felled, bucked, and scaled to verify the cruise. A map showing the location and description of these sample trees is available at the Eugene District Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 26.8" DBHOB; the average log contains 207 bd. ft.; the total gross volume is approximately 481 MBF; 79% recovery is expected; and 66% was determined to be salvage volume.

CUTTING AREA: One area totaling approximately 16 acres must be salvaged and approximately 2 acres of right-of-way must be clear cut.

ACCESS: Access to the sale is provided by:

1. a public road;
2. BLM existing roads;
3. BLM roads to be constructed.

ROAD MAINTENANCE: See Exhibit D map for specification of road maintenance responsibility. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

ROAD CONSTRUCTION: Required

Road No: Spur A

Class: SN-14

Length: 19.21 Stations

Surfacing: NA

Total estimated excavation: 18 hours of tractor time.

Total estimated construction cost: \$9,274.25

Special Requirements in Road Construction: Operations limited to periods of dry weather.

ROAD RENOVATION: Required

Road Nos. 16-6-2

Class: SN-14

Length: 5.33 stations

Surfacing: N/A

Total estimated renovation cost: \$431.09

Special Requirements in Road Renovation: Operations limited to periods of dry weather.

**DURATION OF CONTRACT:** Duration of the contract will be 18 months for cutting and removal of timber.

**SPECIAL PROVISIONS:** **This is a scale sale. Sections 1-39 may differ from lump sum sales.**

The contract will contain special provisions regarding downed woody debris retention, downed woody debris creation, road construction, road renovation, road maintenance, logging methods, prevention of erosion, falling of snags, logging residue reduction, and submission of a written logging plan specifying spur road locations, landing locations, logging methods, and logging schedule.

Under Sec. 25 of the timber sale contract, tractor logging will be prohibited during periods of excessive soil moisture. This will normally limit tractor logging to July, August and September.

A Special Provision is included in the contract which enables the Contracting Officer to suspend or terminate the contract in order to: (1) comply with the Endangered Species Act or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Eugene District Record of Decision (ROD) and Resource Management Plan (RMP); (2) comply with a court order; (3) comply with BLM Manual 6840 as it relates to Federal proposed, Federal candidate, Bureau sensitive, or State listed species or habitat; or (4) protect raptor nests during nesting.

This contract provision limits the liability of the Government to the actual Out-of-Pocket Expenses incurred by the Purchaser which have not been amortized by the removal of timber from the contract area. In the event that operating time is lost as a result of the incorporation of additional contract requirements or suspension-related delays, an extension of time, with or without reappraisal depending on the reason for the suspension, will constitute a full and complete remedy for any claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to the Purchaser. In the event of a suspension that lasts longer than 30 days, the First Installment may be reduced and/or the unamortized Out-of-Pocket Expenses of road or other construction may be refunded or transferred to another contract at the election of the Purchaser.

**OTHER SPECIAL REQUIREMENTS:**

Approximately 86 standing trees are marked for removal with blue paint above and below breast height in the Salvage Area.

One windthrown tree in the Reserve Area is marked for removal with blue paint above and below breast height in the Approximate Location of Selective Tree Marked for Removal.

Where a windthrown tree lies partially in the Special Reserve Area and partially in the Salvage Area, that portion of a windthrown tree lying inside the Special Reserve Area shall be retained. Any tree felled for safety purposes within the Special Reserve Area shall be retained on site. The Special Reserve Area extends 75 feet from the stream shown on Exhibit A.

Where a windthrown tree lies partially in the Reserve Area and partially in the Salvage Area, the entire windthrown tree, except for the rootwad, may be harvested so long as the downed wood requirements are met.

**Downed wood:**

- All existing decay class 3, 4, and 5 logs in the Salvage Area shall be retained.
- Upon completion of logging, a minimum of 720 linear feet of decay class 1 and 2 log segments which reflect the species mix of the original stand must be left in each Downed Woody Debris Creation Area.
- All decay class 1 or 2 log segments shall be a minimum of 20 inches in diameter at the large end and a minimum of 20 feet in length. A single log may contain more than one log segment, including a portion of a second or subsequent log segment, provided that each segment or portion thereof meets the minimum diameter requirement. Logs shall be well-distributed throughout the Downed Woody Debris Creation Areas as determined by the Authorized Officer, based on availability, and not piled or concentrated in a few areas.
- Rootwads shall be left attached to downed log segments where operationally feasible.
- The Purchaser shall mark each retained log segment with red paint, and tally all retained log segments by diameter class and species on a daily basis. The tally may be requested by the Authorized Officer at any time during falling operations. At the end of falling operations a completed log segment tally shall be submitted to the Authorized Officer.
- If upon completion of logging any one Downed Woody Debris Creation Area, as specified by the Authorized Officer, Purchaser fails to meet down wood requirements, Purchaser shall be required to move logs into the Downed Woody Debris Creation Area until these requirements are met.

Approximately 8 Special Habitat Trees in 4 groups marked with yellow paint are reserved. These trees shall not be felled or damaged during logging operations.

With the exception of hauling, operations within the Salvage Area shown on Exhibit A shall not begin until at least 2 hours after sunrise and shall cease at least 2 hours prior to sunset from April 1 through September 15 of each year, both days inclusive. This restriction shall not be waived.

No felling, yarding or loading shall be permitted in or through the Special Reserve Area shown on Exhibit A.

No felling, yarding, or loading shall be permitted in or through the Reserve Area except when yarding the Selective Tree Marked for Removal or windthrown trees that lie partially in the Reserve Area and partially in the Salvage Area.

Rootwads shall be severed from logs prior to yarding and shall be retained on site.

In the Salvage Area shown on Exhibit A, non-merchantable tree tops and limbs shall be retained where the source tree is felled or has fallen, where operationally possible.

No yarding or hauling shall be conducted on natural surfaced roads during periods of wet weather, as determined by the Authorized Officer. Rocking of roads shall not be allowed.

Yarding *shall* be done with a carriage equipped skyline capable of yarding 1,200 feet slope distance in the Salvage Area on slopes greater than 35%.

In the Salvage Area where slopes are less than 35%, yarding may be done either by a skyline system as described above, or by equipment operated entirely on designated skid roads during periods of low soil moisture. New skid trails shall be located at least 150 feet from any stream.

The Purchaser shall clean yarding, logging, road construction, decommissioning, and slash disposal equipment, using a water pressure hose, prior to entry on BLM lands.

There are requirements for blocking and waterbarring roads between logging seasons.

Upon completion of hauling, the Purchaser shall decommission skid trails, the newly constructed road, and the renovated road. Decommissioning measures include:

- Till with decompaction equipment, such as a track mounted excavator, during the dry season, Spur A and skid trails.
- Construct drainage dips, waterbars and/or lead-off ditches, as directed by the Authorized Officer.
- Place logging slash on skid trails, Spur A, and the renovated portion of Road No. 16-6-2, where available.
- Block Spur A and the renovated portion of Road No. 16-6-2 at their entry points using stumps, slash, and/or cull logs as directed by the Authorized Officer.

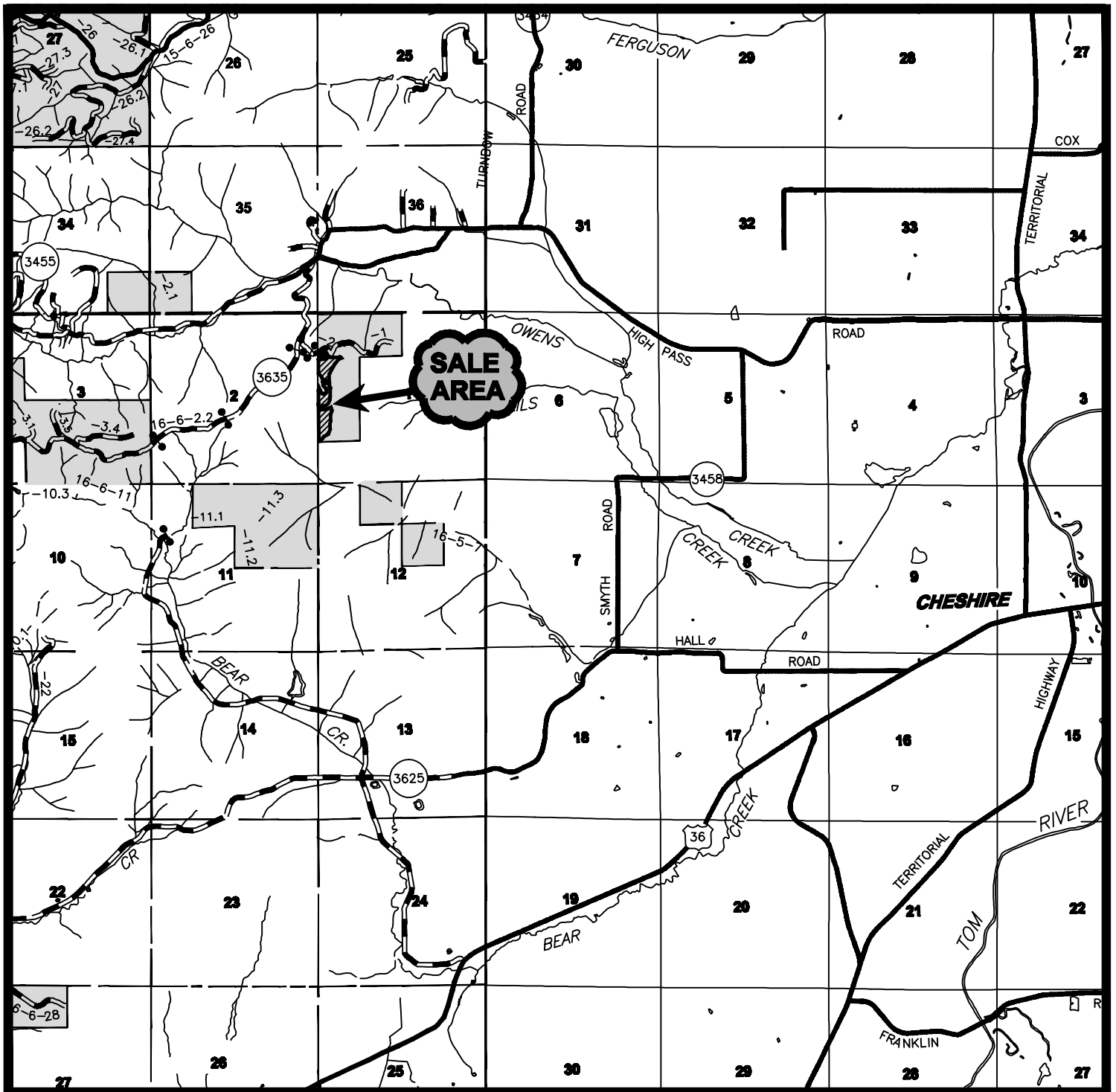
OPTIONAL CONTRIBUTION: The Purchaser will not have the option of contributing in lieu of performing the slash disposal requirements of this contract.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: From Eugene travel north on Highway 99. Turn west onto Highway 36. Proceed west on Highway 36 for approximately 4 miles to Territorial Highway. Turn north and proceed on Territorial Highway for approximately 2 miles to High Pass Road. Turn west and proceed approximately 5 miles on High Pass Road to Templeton Road (County Road 3635). Follow Templeton Road for approximately 0.5 mile to the junction with Road No. 16-6-2. Proceed on Road No. 16-6-2 for 0.26 mile, following "Timber Sale Area" signs to the sale area. Walk in to the sale area on the portion of Road No. 16-6-2 to be renovated and Spur A.

# TIMBER SALE LOCATION MAP

## Templeton Road Salvage

TOWNSHIP 16 S. RANGE 6 W. SEC. 1



# Seasonal Restriction Matrix

Seasonal restrictions:  Daily timing restrictions: 

	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
<b>Felling, yarding or loading</b>																								
<u>Salvage Area</u>																								
<ul style="list-style-type: none"> <li>April 15 – June 15, both days inclusive, for sap flow</li> <li>Restriction may be conditionally waived</li> </ul>																								
<b>Felling, yarding, loading, right-of-way logging and clearing</b>																								
<u>Seasonal Daily Timing Areas</u>																								
<ul style="list-style-type: none"> <li>April 1 – September 15, both days inclusive</li> <li>Operations shall not begin until 2 hours after sunrise and shall cease 2 hours prior to sunset</li> <li>Waivers will not be granted</li> </ul>																								
<b>Ground-based yarding</b>																								
<u>Salvage Area</u>																								
<ul style="list-style-type: none"> <li>Typically October 15 – July 1; may vary due to weather conditions</li> </ul>																								
<b>Right-of-way clearing</b>																								
<u>Right-of-Way Areas</u>																								
<ul style="list-style-type: none"> <li>Typically October 15 – May 31; may vary due to weather conditions</li> </ul>																								
<b>Hauling on natural-surfaced roads</b>																								
<u>Salvage Area</u>																								
<ul style="list-style-type: none"> <li>Typically October 15 – May 31; may vary due to weather conditions</li> </ul>																								

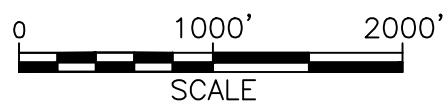
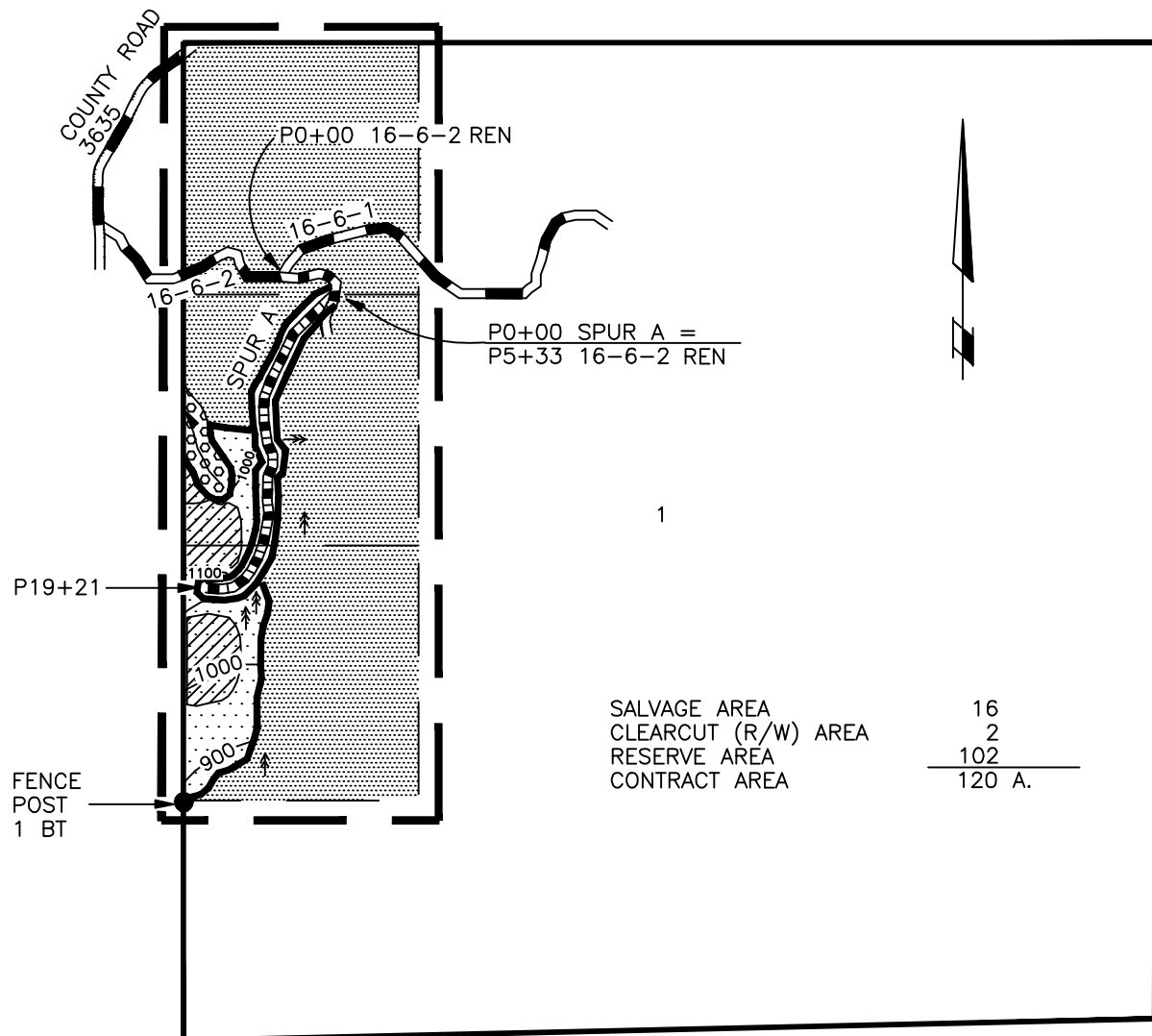
NOTE: This chart is for informational purposes only. Refer to Section 41 Special Provisions of the timber sale contract for exact date restrictions and stipulations.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"

SALE NAME: TEMPLETON  
ROAD SALVAGE TIMBER SALE CONTRACT NO.: OR090-TS09-573

T. 16S , R. 6W , SEC. 1 , WILL. MER., EUGENE DISTRICT



LEGEND

- |  |   |  |   |
|--|---|--|---|
|  | CLEARCUT AREA (R/W)   |  | BOUNDARY - CONTRACT AREA  |
|  | SALVAGE AREA  |  | BOUNDARY - CUTTING AREA (BLAZED, PAINTED & POSTED)                |
|  | RESERVE AREA  |  | ROCK SURFACED ROAD  |
|  | SPECIAL RESERVE AREA  |  | DIRT ROAD   |
|  | DOWNED WOODY DEBRIS CREATION AREA                             |  | ROAD TO BE CONSTRUCTED  |
|  | APPROXIMATE LOCATION OF SELECTIVE TREE MARKED FOR REMOVAL (1) |  | ROAD TO BE RENOVATED  |
|  |   |  | STREAM  |
|  |   |  | CORNER FOUND  |
|  |   |  | APPROXIMATE LOCATION OF SPECIAL HABITAT TREES (4 GROUPS, 8 TREES) |

DATE: 3/3/09



DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT (BLM)  
EUGENE DISTRICT  
**SCALE SALE**

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**PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS**

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

Schedule of Species, Measurement Units, and Prices		
Species	Measurement Unit	Price Per Measurement Unit
Merchantable logs - Douglas-fir	MBF	
Utility logs		Not Applicable

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

Schedule of Minimum Material Specifications			
Species and Products	Length	Diameter (inside bark at small end)	Net Scale
All Species	8 feet	5 inches	33-1/3% of gross volume of any log segment

- III. Merchantable Timber Remaining - Measurement Requirements - The remaining volume of any merchantable sold timber and not reserved by contract on the contract area shall be determined as provided in Section 3(e) of the contract. Purchaser shall pay for same in accordance with Section 3 of the contract at the unit prices shown in Section I of this Exhibit.

IV. Scaling

- A. Log Rule and Measurement - All logs shall be scaled according to the Northwest Log Rules Eastside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale. A Scaling Authorization Form (OR 5300-18) must be completed prior to beginning of operations. All loads will be scaled.
- B. Scaling Service - Log scaling services shall be provided and performed by BLM personnel or parties under contract to BLM.
1. All logs shall be scaled and volumes determined by BLM or a certified contract scaler.
  2. The BLM scaler or contract scaler is designated to collect Eastside MBF scale data from all loads.
- C. Other Timber - If any timber is of a species or size not listed in Section II of this Exhibit (above) or is of a quality different from merchantable timber described herein, the Authorized Officer shall establish volumes and values in accordance with Standard BLM methods.
- D. Defect Caused by Abnormal Delay - Scaling deductions made for rot, check or other defect resulting from abnormal delay in scaling caused by Purchaser shall be recorded separately and charged to the Purchaser in accordance with Section 3 of the contract.

- E. Log Presentation - Purchaser shall present logs so that they may be scaled in an economical and safe manner in accordance with the Memorandum(s) of Agreement for Yard Scaling required in Section IV.G.5. of this Exhibit.
- F. Check Scale - The Government will conduct check scales as set forth in Instruction Memorandum OR-2003-081, Item 2b (Administrative Check Scaler). Determinations as to volume of timber made by a government check scaler in conformance with the standards as set forth herein shall be final. All loads check scaled by BLM will be identified with the check scaler's initials legibly marked or painted in the face of the first log in each load. When such checks show a variance in scale in excess of acceptable standards, as set forth in Instruction Memorandum OR-2003-081, Item 2b (Administrative Check Scaler), in two or more consecutive check scales, an adjustment to the volume reported as scaled will be made by BLM. Such adjustments will be made based on the difference between available BLM check scales and the original scale during the period covered by the unsatisfactory check scales. Unless otherwise approved in writing by the Authorized Officer, the volume to which this difference will be applied will be 50 percent of the volume scaled between the last satisfactory check and the first unsatisfactory check, 100 percent of the volume scaled during the unsatisfactory check, and 50 percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.
- G. Accountability
1. Purchaser shall notify the Authorized Officer three (3) days prior to starting or stopping of hauling operations performed under the contract.
  2. Logs will be painted and branded at the landing and accounted for in accordance with Section 41(f)(2) of the contract. Each truck driver shall obtain a load receipt and a BLM scaler receipt from the Authorized Officer for each load of products before removal from the landing. Upon completion of each day's operation, the log decks will be painted, or otherwise identified. While products are in transit, the truck driver shall display the load receipt and BLM scaler receipt on the bunk or wing log at the front of the load on the driver's side. All logs on each load shall be delivered to the destination listed on the woods receipt. The BLM scaler receipt shall be surrendered at the location of BLM scaling, the unloading location, or as requested by BLM.
  3. The Purchaser shall not haul logs from the contract area on weekends; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's holidays; or outside the hours of 4:00 a.m. to 8:00 p.m. daily, unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan (Refer to Section 41(a)(2) of the contract).
  4. The Purchaser shall furnish BLM a map showing the route which shall be used to haul logs from the timber sale area to the scaling location. Such route shall be the most direct haul route between the two points, unless another route is approved by BLM. The route of haul may be changed only with advance notice to and approval by BLM. The haul route map shall be attached to the Approved Logging Plan.
  5. All loads will be scaled at scale locations listed on the Scaling Authorization (Form OR 5300-18) as approved by the Authorized Officer. The Purchaser shall ensure that all scale site owners listed on the Scaling Authorization enter into a Memorandum of Agreement for Yard Scaling before requesting BLM approval of the Scaling Authorization. Areas for scaling BLM logs will be designated on the ground and identified on the yard map as required in the Memorandum(s) of Agreement for Yard Scaling.
  6. Any removal of logs from loaded trucks before being accounted for and/or scaled as required by the contract shall be considered a willful trespass and render the Purchaser liable for damages under applicable law. Any payment made for purchase of such logs shall be deducted from amount due because of trespass.
- H. Scaling Lost Products - The value of lost loads shall be equal to the highest value load for the month in which the lost load is hauled regardless of where the highest value load is scaled. If no loads have been scaled in that month, value will be determined from the closest month in which loads were scaled.

- V. Estimated Volumes and Values - The following volume estimates and calculations of value of timber sold are made solely as an administrative aid for determining payment amounts, when payments are due, the value of timber subject to any special bonding provisions, and other purposes specified in various portions of the contract. The cutting areas are shown on Exhibit A of the contract.
- A. Merchantable Timber Volume Removed from Contract Area - The total volume of removed timber shall be determined using the Government's records of scaled volumes of timber skidded or yarded monthly, or a shorter period if agreed to by the Purchaser and Government, to loading points or removed from the contract area.
- B. Merchantable Timber Not Yet Removed from Contract Area - The value of merchantable timber which has not been removed will be determined by an on-site scale by BLM.

Total Estimated Purchase Price And/Or Schedule of Volumes and Values for Merchantable Timber Not Yet Removed from Contract Area					
Harvest Area		Total Estimated Volume (MBF)		Total Estimated Purchase Price	
Harvest Area Number	Approximate Number of Acres	Volume per Acre	Total Volume	Value per Acre	Total Value
Salvage Area	16	18.6	297		
Clearcut (R/W) Area	2	41.5	83		
Sale Total	18		380		

Planning Unit	Siuslaw	
Type of Sale	Advertised	
Time for Cutting & Removal	18	Mos.
Time for Removal of Personal Property	1	Mos.

[illegible]

Subdivisions or Cutting Areas	Cutting Volumes by Species by MBF								Total Cutting Volume	Cutting Areas Acres	
	DF									Salvage	Clear
Salvage Area	297								297	16	
R/W Area	83								83		2
TOTAL	380								380	16	2

### Profit & Risk Allowance

Falling & Bucking . . . . .	\$ Included With Yarding
Yard, Load, etc. . . . .	107.27
Transportation . . . . .	21.13
Road Construction . . . . .	25.54
Road Amortization . . . . .	NA
Road Maintenance . . . . .	1.54

Basic Profit & Risk .....	7	%
Additional Risk		
Low      1% .....	1	%
Medium   2% .....		%
High     3% .....		%
Total Profit & Risk .....	8	%

**Other Allowances\***[illegible]

Ave Log (BF/CF): D-fir	207	All	207	Ave DBH:26.8
Recovery D-fir	79	% All	79	%
Salvage D-fir	66	% All	66	%
Ave Volume per Acre	21			MBF
Ave Yarding Slope	20			%
Ave Yarding Distance	500			Ft.
Ave Age	109			Years
Volume Highlead				%
Volume Skyline	34			%
Volume Cat	66			%
Volume Aerial				%
Road Construction / Improvements (100' Sta)				
Class	SN-14	No. Sta.	19.21	(Construction)
Class	SN-14	No. Sta.	5.33	(Renovation)
Class		No. Sta.		

## Cruise

Total Other Allowances	\$ 17.32
Total Cost to Utilization Center	\$ 172.80
Utilization Center (Peelers)	N/A
Miles to Utilization Center	N/A
Utilization Center (Sawlogs)	Eugene / Springfield
Miles to Utilization Center	24
Weighted Miles to Utilization Center	24

Cruised by	Rainey, Haubrich, Scheid, Larson
Date	February 2009
Type of Cruise	3-P
<b>Volume (MBF/CCF-Net Merch)</b>	
Green	46 MBF
D-fir Sawlog	380 MBF
Export Volume	0
Purchaser	
Address	

Contract No. \_\_\_\_\_

OR-5420-1a  
(June 1986)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
**Stumpage Computation**  
MBF

District Eugene  
ATSP Tract No. 09-573  
ADP No. \_\_\_\_\_  
Sale Name Templeton Road Salvage

Species	Realization Value	Mfg. Costs (-)	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marg. * Logs (-/)	Stumpage
Douglas-fir	---	---	290.68	172.80	23.25		94.63
Wt. Average							

\*Marginal Log Volume NA MBF X \_\_\_\_\_ \$/MBF \_\_\_\_\_ Marg. Log Value  
Marginal Log Value \$ \_\_\_\_\_ = \$ \_\_\_\_\_ Marginal Log Value/MBF  
(D-fir Net Volume) MBF

**Appraised Price Summary**

TEA \_\_\_\_\_ RVA \_\_\_\_\_ Market based analytical X  
(Check one)

Number Trees		Species	Volume	Appraised Price		Bid Price	
Un-Merch	Merch			\$/M	Value	\$/M	Value
---	447	Douglas-fir	380	95.00	\$36,100.00		
	447	<b>TOTALS</b>	380		\$36,100.00		

**Log Grades (By Percent)**

Species				Special Mill Code #3	2 Saw #4	3 Saw #5
Douglas-fir				18.0	77.0	5.0

Appraised By: Rainey  
Appraisal Reviewed By: Wilson

Date: February 2009  
Date: May 2009

## S.S.T.S. Scale Sale

EUGENE DISTRICT  
UPPER WILLAMETTE RESOURCE AREA

PARCEL NO.: 3  
SALE DATE: June 25, 2009

Tract No. E-09-605 Warner Salvage  
Linn County, Oregon: O&C

Bid Deposit Required: \$ 450.00

All timber designated for cutting on SW¼SW¼ Section 21, and E½SE¼, SW¼SE¼, SE¼SW¼ Section 29, T. 15 S., R. 2 W., Will. Mer.

Estimated Volume (MBF) 32' Log	Estimated Volume (CCF)16' Log	Species	Estimated Volume (MBF) 16' Log	Appraised Price Per MBF	Estimated Volume Times Appr. Price
119	271	Douglas-fir	149	\$26.00*	\$ 3,874.00
14	33	Western hemlock	18	\$22.00*	396.00
133	304	TOTALS	167		\$ 4,270.00

\*10% of pond value

**This is a special salvage timber sale set-aside for preferential bidding by small business concerns having 25 or fewer employees as defined by the Small Business Administration.**

APPRAISED PRICES are determined by market based analytical appraisal method. The minimum bid increment will be \$0.10 per MBF.

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

CRUISE INFORMATION: Volume was estimated from stand volume tables generated from existing timber sales on site.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 16.9" DBHOB; the average log contains 75 bf; the total gross merchantable volume is approximately 72 MBF; 94% recovery is expected and 100% was determined to be salvage volume.

CUTTING AREA: Three salvage areas totaling approximately 27 acres must be salvage harvested. Note: Acres shown on Exhibit A have been computed using a Trimble GeoXT Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

ACCESS: Access to the sale is provided by:

1. a public road, and
2. BLM existing road.

ROAD MAINTENANCE: The Purchaser shall pay to BLM maintenance fees of \$521.68 for timber and mineral hauling on portions of BLM paved roads. The Purchaser shall maintain all BLM gravel roads or enter into a cooperative maintenance agreement with other road users and pay BLM a rockwear fee of \$194.54 for timber and mineral haul. See Exhibit D map for specification of road maintenance responsibility. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

This sale does not qualify for application to the Small Business Administration for loan for access road construction.

DURATION OF CONTRACT: Duration of the contract will be 3 months for cutting and removal of timber.

SPECIAL PROVISIONS: The contract will contain special provisions regarding road maintenance, logging methods, prevention of erosion, falling of trees designated for cutting, logging residue reduction and submission of a written logging plan specifying landing locations, logging methods and logging schedule.

OTHER SPECIAL REQUIREMENTS:

1. No yarding through reserve areas except for trees marked with pink paint in the Approximate Location of Individual Trees Marked for Removal in the Reserve Area as shown on Exhibit A.
2. The Purchaser shall be required to clean logging, piling and tilling equipment to remove dirt and plant debris that may contain noxious weed seeds from the undercarriage, tracks and tire treads prior to entry on BLM lands. The Authorized Officer may require inspection of equipment to see that it was cleaned as it arrives on site.
3. Excavator slash piling and pile burning required on Salvage Harvest Area A and all landings. The Purchaser has the option to buy out of pile burning for \$535.36.
4. Upon completion of logging, a minimum of 250 linear feet per acre of decay class 1 and 2 log segments that reflect the species mix of the original stand must be left. All decay class 1 or 2 log segments shall be a minimum of 15 inches in diameter at the large end with a desired 40 feet in length.
5. Upon completion of the harvest, till compacted skid trails and block to vehicular access.
6. Remove all down trees in the Salvage Harvest Areas, except for the coarse woody debris retention requirement in Other Special Requirements No. 4 above, and approximately thirty-five (35) Douglas-fir, seven (7) Western hemlock and one (1) Western red cedar standing trees marked with pink paint within the Salvage Harvest Areas. Additionally, thirty-nine (39) Douglas-fir and ten (10) Western hemlock marked with pink paint in the Approximate Location of Individual Trees Marked for Removal in the Reserve Area as shown on Exhibit A.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: From Marcola, travel northeast on Marcola Road (County Road No. 1900) approximately 3 miles to Shotgun Creek Road No. 16-1-5. Proceed northwesterly on Shotgun Creek Road approximately 1 mile to the junction of Dollar Road No. 15-1-31. Proceed left on Dollar Road for 7 Miles to the 15-2-16 junction and the timber sale area.

# TIMBER SALE LOCATION MAP

## *Warner Salvage - Tract No. E-09-605*

TOWNSHIP

15 S

15 S

RANGE

02 W

02 W

SECTION

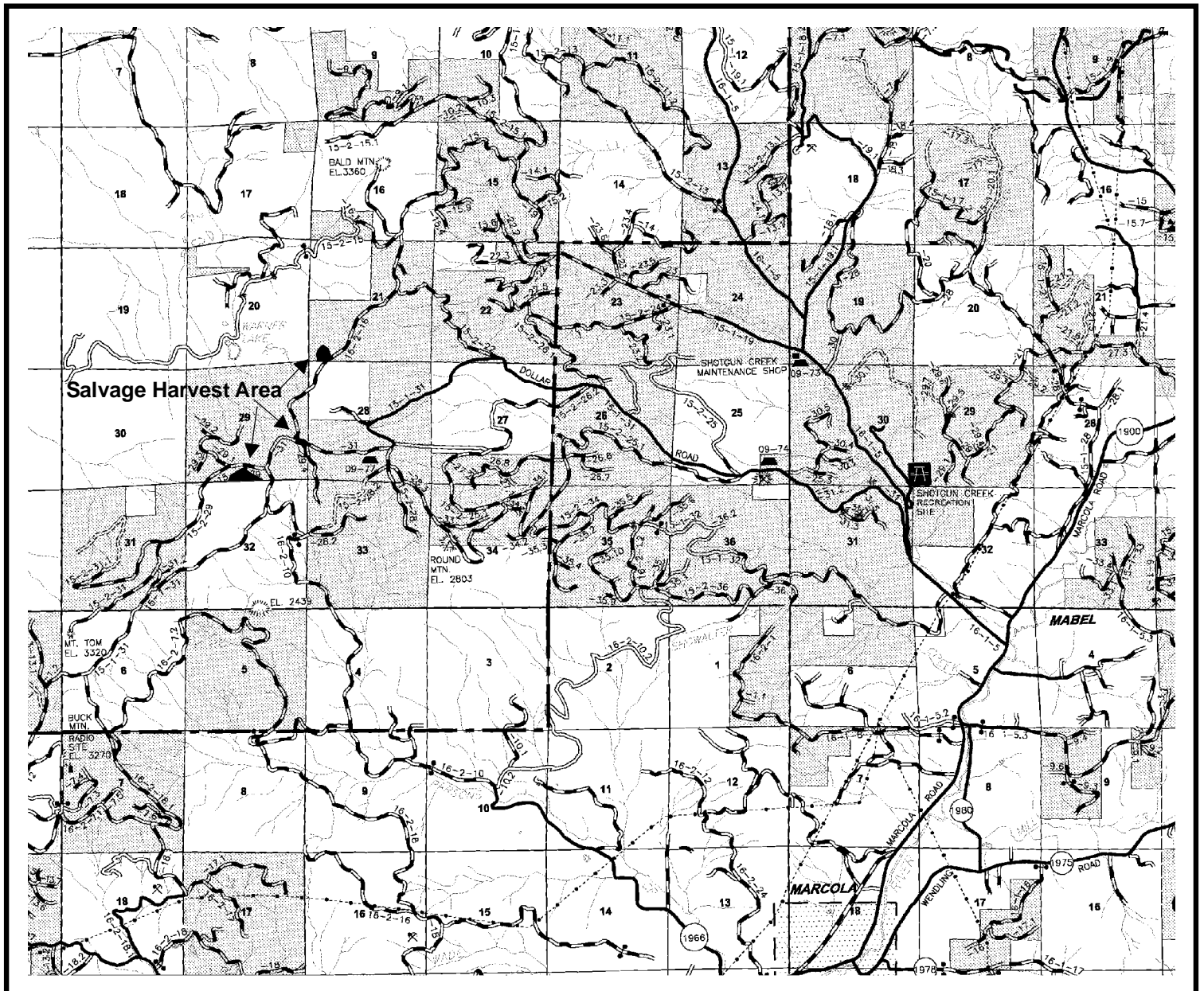
21

29

0 0.5 1 2 3 Miles

 Salvage Harvest Area

# 4



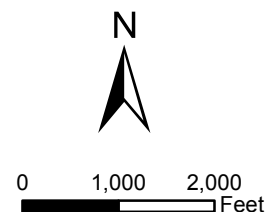
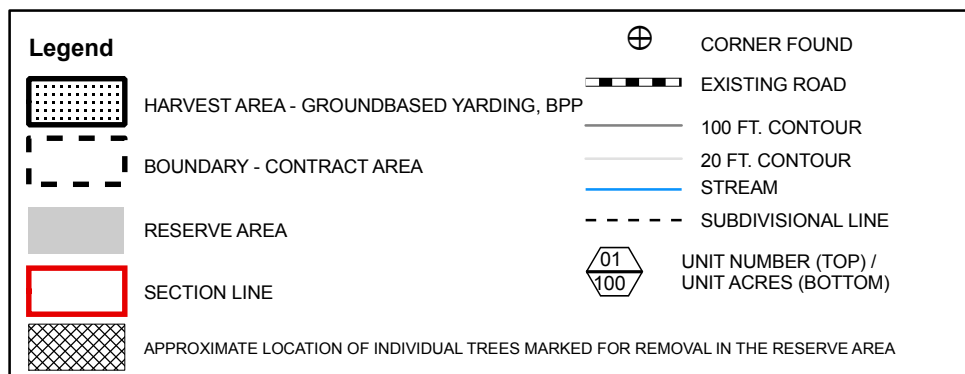
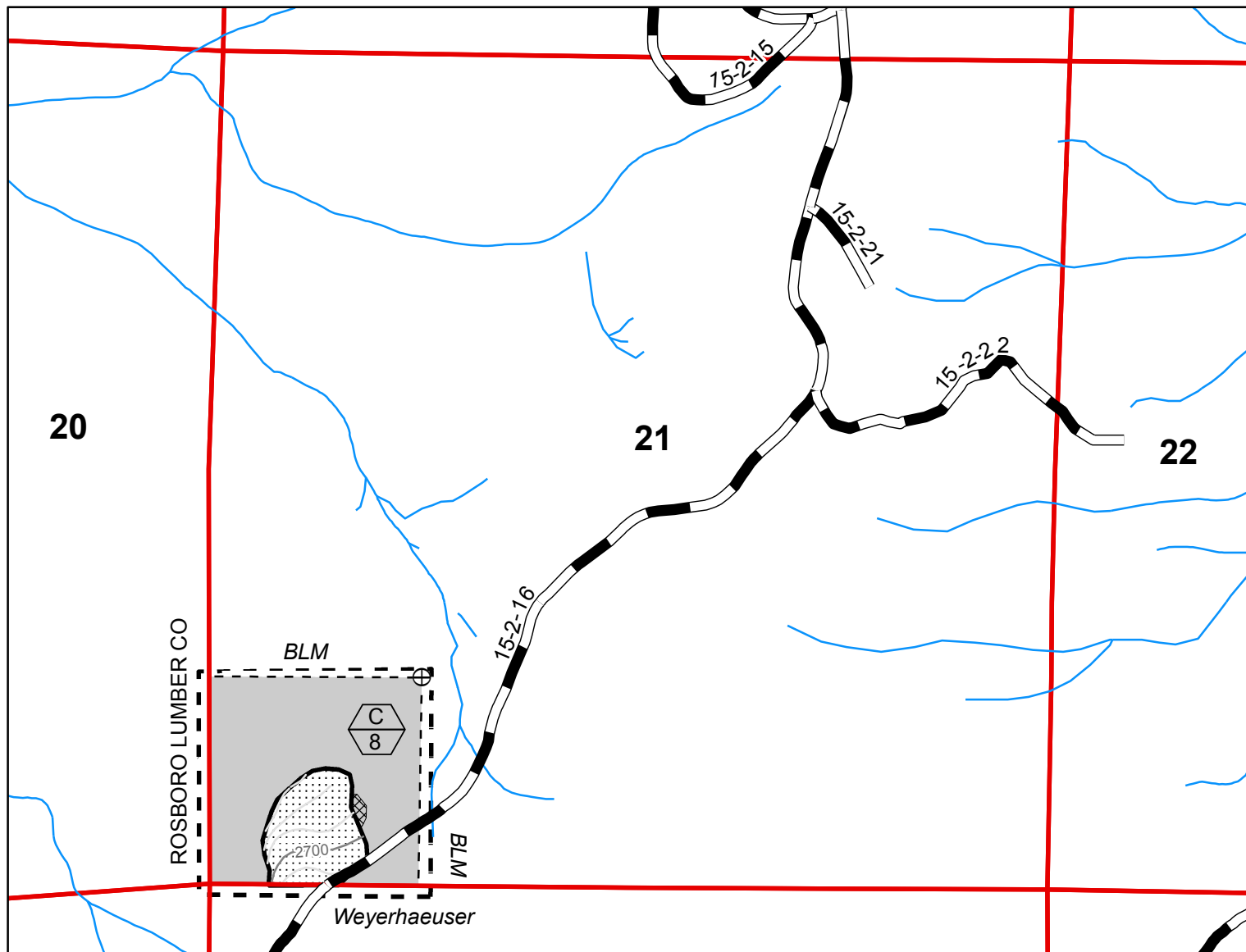




UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"  
SHEET 2 of 2

SALE NAME: WARNER SALVAGE TIMBER SALE CONTRACT NO.: TS09-605  
T.15S., R02W., SEC. 21 WILL. MER., EUGENE DISTRICT



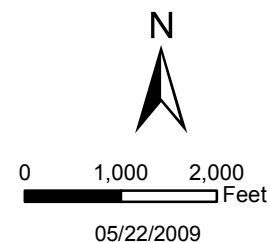
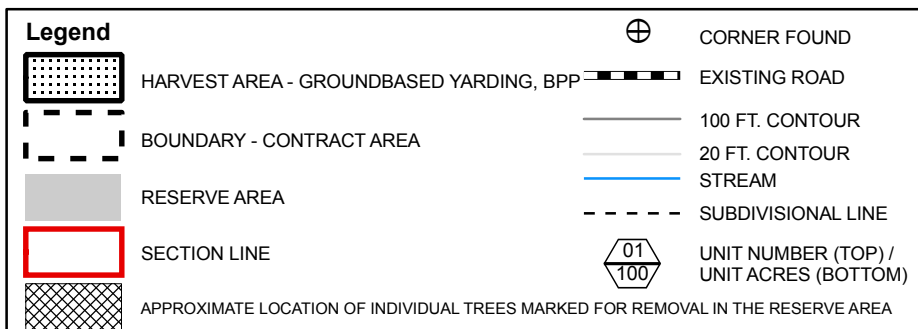
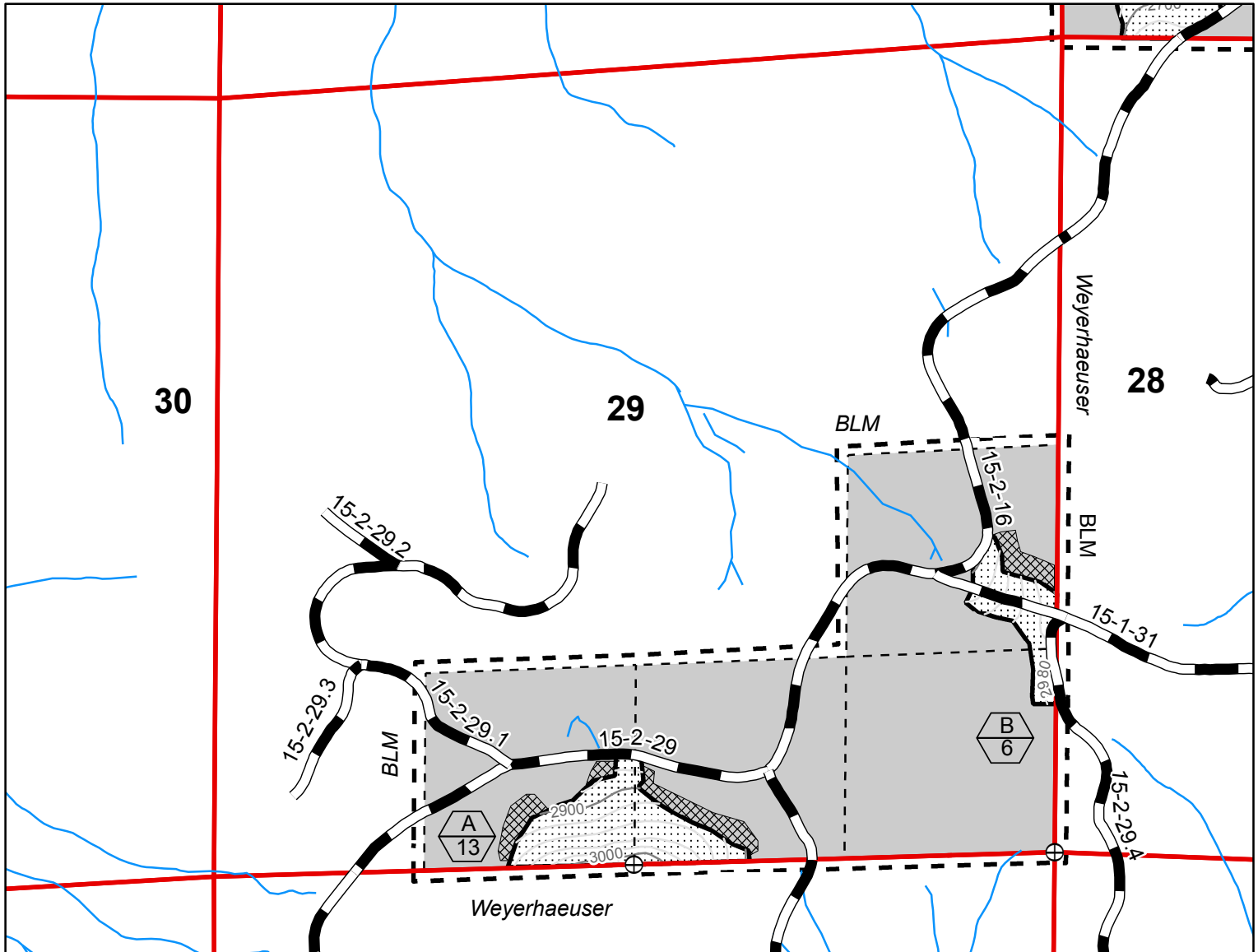
05/22/2009

Partial Harvest acres shown on Exhibit A have been computed using a Trimble GEO XT Global Positioning System receiver and Impulse Laser with Traverse software. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

United States Department of the Interior  
Bureau of Land Management  
Oregon State Office  
P.O. Box 2965  
Portland, Oregon 97208-2965

<b>TOTAL FOR SECTION 21</b>	
<b>HARVEST AREA</b>	<b>8 ACRES</b>
<b>RESERVE AREA</b>	<b>32 ACRES</b>
<b>TOTAL CONTRACT AREA</b>	<b>40 ACRES</b>



TOTAL FOR SECTION 29	
HARVEST AREA	19 ACRES
RESERVE AREA	<u>141 ACRES</u>
TOTAL CONTRACT AREA	160 ACRES

<b>GRAND TOTAL FOR SECTIONS 21 &amp; 29</b>	
<b>HARVEST AREA</b>	<b>27 ACRES</b>
<b>RESERVE AREA</b>	<b><u>173 ACRES</u></b>
<b>TOTAL CONTRACT AREA</b>	<b>200 ACRES</b>

Partial Harvest acres shown on Exhibit A have been computed using a Trimble GEO XT Global Positioning System receiver and Impulse Laser with Traverse software. Acreage was calculated based on Global Positioning System traverse procedures including differential correction. No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

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Portland, Oregon 97208-2965

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT (BLM)  
EUGENE DISTRICT  
**S.S.T.S.**  
**SCALE SALE**

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**PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS**

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

Schedule of Species, Measurement Units, and Prices		
Species	Measurement Unit	Price Per Measurement Unit
Merchantable logs - Douglas-fir	MBF	
Utility logs		Not Applicable

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

Schedule of Minimum Material Specifications			
Species and Products	Length	Diameter (inside bark at small end)	Net Scale
All Species	8 feet	5 inches	33-1/3% of gross volume of any log segment

- III. Merchantable Timber Remaining - Measurement Requirements - The remaining volume of any merchantable sold timber and not reserved by contract on the contract area shall be determined as provided in Section 3(e) of the contract. Purchaser shall pay for same in accordance with Section 3 of the contract at the unit prices shown in Section I of this Exhibit.

IV. Scaling

- A. Log Rule and Measurement - All logs shall be scaled according to the Northwest Log Rules Eastside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale. A Scaling Authorization Form (OR 5300-18) must be completed prior to beginning of operations. All loads will be scaled.
- B. Scaling Service - Log scaling services shall be provided and performed by BLM personnel or parties under contract to BLM.
1. All logs shall be scaled and volumes determined by BLM or a certified contract scaler.
  2. The BLM scaler or contract scaler is designated to collect Eastside MBF scale data from all loads.
- C. Other Timber - If any timber is of a species or size not listed in Section II of this Exhibit (above) or is of a quality different from merchantable timber described herein, the Authorized Officer shall establish volumes and values in accord with Standard BLM methods.
- D. Defect Caused by Abnormal Delay - Scaling deductions made for rot, check or other defect resulting from abnormal delay in scaling caused by Purchaser shall be recorded separately and charged to the Purchaser in accordance with Section 3 of the contract.

- E. Log Presentation - Purchaser shall present logs so that they may be scaled in an economical and safe manner in accordance with the Memorandum(s) of Agreement for Yard Scaling required in Section IV.G.5 of this Exhibit.
- F. Check Scale - The Government will conduct check scales as set forth in Instruction Memorandum OR-2003-081, Item 2b (Administrative Check Scaler). Determinations as to volume of timber made by a government check scaler in conformance with the standards as set forth herein shall be final. All loads check scaled by BLM will be identified with the check scaler's initials legibly marked or painted in the face of the first log in each load. When such checks show a variance in scale in excess of acceptable standards, as set forth in Instruction Memorandum OR-2003-081, Item 2b (Administrative Check Scaler), in two or more consecutive check scales, an adjustment to the volume reported as scaled will be made by BLM. Such adjustments will be made based on the difference between available BLM check scales and the original scale during the period covered by the unsatisfactory check scales. Unless otherwise approved in writing by the Authorized Officer, the volume to which this difference will be applied will be 50 percent of the volume scaled between the last satisfactory check and the first unsatisfactory check, 100 percent of the volume scaled during the unsatisfactory check, and 50 percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.
- G. Accountability
1. Purchaser shall notify the Authorized Officer three (3) days prior to starting or stopping of hauling operations performed under the contract.
  2. Logs will be painted and branded at the landing and accounted for in accordance with Section 41(g)(2) of the contract. Each truck driver shall obtain a load receipt and a BLM scaler receipt from the Authorized Officer for each load of products before removal from the landing. Upon completion of each day's operation, the log decks will be painted, or otherwise identified. While products are in transit, the truck driver shall display the load receipt and BLM scaler receipt on the bunk or wing log at the front of the load on the driver's side. All logs on each load shall be delivered to the destination listed on the woods receipt. The BLM scaler receipt shall be surrendered at the location of BLM scaling, the unloading location, or as requested by BLM.
  3. The Purchaser shall not haul logs from the contract area on weekends; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's holidays; or outside the hours of 4:00 a.m. to 8:00 p.m. daily, unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan (refer to Section 41(a)(2) of the contract).
  4. The Purchaser shall furnish BLM a map showing the route which shall be used to haul logs from the timber sale area to the scaling location. Such route shall be the most direct haul route between the two points, unless another route is approved by BLM. The route of haul may be changed only with advance notice to and approval by BLM. The haul route map shall be attached to the Approved Logging Plan.
  5. All loads will be scaled at scale locations listed on the Scaling Authorization (Form OR 5300-18) as approved by the Authorized Officer. The Purchaser shall ensure that all scale site owners listed on the Scaling Authorization enter into a Memorandum of Agreement for Yard Scaling before requesting BLM approval of the Scaling Authorization. Areas for scaling BLM logs will be designated on the ground and identified on the yard map as required in the Memorandum(s) of Agreement for Yard Scaling.
  6. Any removal of logs from loaded trucks before being accounted for and/or scaled as required by the contract shall be considered a willful trespass and render the Purchaser liable for damages under applicable law. Any payment made for purchase of such logs shall be deducted from amount due because of trespass.
- H. Scaling Lost Products - The value of lost loads shall be equal to the highest value load for the month in which the lost load is hauled regardless of where the highest value load is scaled. If no loads have been scaled in that month, value will be determined from the closest month in which loads were scaled.
- V. Estimated Volumes and Values - The following volume estimates and calculations of value of timber sold are made solely as an administrative aid for determining payment amounts, when payments are due, the

value of timber subject to any special bonding provisions, and other purposes specified in various portions of the contract. The harvest areas are shown on Exhibit A of the contract.

- A. Merchantable Timber Volume Removed from Contract Area - The total volume of removed timber shall be determined using the Government's records of scaled volumes of timber skidded or yarded monthly, or a shorter period if agreed to by the Purchaser and Government, to loading points or removed from the contract area.
- B. Merchantable Timber Not Yet Removed from Contract Area - The value of merchantable timber which has not been removed will be determined by multiplying the value per acre as shown below times the amount of acreage subject to the purpose of the value determination, as determined by the Authorized Officer:

Total Estimated Purchase Price and/or Schedule of Volumes and Values for Merchantable Timber Not Yet Removed from Contract Area					
Harvest Area		Total Estimated Volume (MBF)		Total Estimated Purchase Price	
Harvest Area	Approximate Number of Acres	Volume per Acre	Total Volume	Value per Acre	Total Value
Salvage Harvest Area	27	6.19	167		
Sale Total	27	6.19	167		

Planning Unit	Upper Willamette		
Type of Sale	Advertised		
Time for Cutting & Removal	3	Mos.	
Time for Removal of Personal Property	1	Mos.	

O&C	CBWR	P.D.	Township	Range	Section	Subdivision
X			15 S	2 W	21	SW1/4SW1/4
X			15 S	2 W	29	E1/2SE1/4, SW1/4SE1/4, SE1/4SW1/4

Subdivisions or Cutting Areas	Cutting Volumes by Species by MBF							Total Cutting Volume	Cutting Areas Acres	
	DF	WH							Partial	Clear
SH Area A	118	17						135	13	
SH Area B	10	0						10	6	
SH Area C	21	1						22	8	
TOTAL	149	18						167	27	

### Profit & Risk Allowance

Falling & Bucking . . . . .	\$ Included With Yarding
Yard, Load, etc. . . . .	163.87
Transportation . . . . .	29.50
Road Construction . . . . .	
Road Amortization . . . . .	
Road Maintenance . . . . .	15.82

Basic Profit & Risk .....	7	%
Additional Risk		
Low      1% .....		%
Medium   2% .....		%
High     3% .....		%
Total Profit & Risk .....	7	%

## Tract Features

[illegible]

Ave Log (BF): D-fir	75	All	72	Ave DBH:16.3
Recovery D-fir	94	% All	94	%
Salvage D-fir	0	% All	0	%
Ave Volume per Acre	6			MBF
Ave Yarding Slope	15			%
Ave Yarding Distance	800			Ft.
Ave Age	55			Years
Volume Highlead				%
Volume Skyline				%
Vol. Ground Based	100			%
Volume Aerial				%
Road Construction / Improvements (100' Sta)				
Class				
Class				
Class				
Class				

## Cruise

Total Other Allowances	\$ 24.47
Total Cost to Utilization Center	\$ 233.66
Utilization Center (Peelers)	N/A
Miles to Utilization Center	N/A
Utilization Center (Sawlogs)	Eugene/Springfield
Miles to Utilization Center	30
Weighted Miles to Utilization Center	30

Cruised by Wilder, Stevens  
 Date 05/19/09  
 Type of Cruise 100% Stand volume table  
**Volume (MBF-Net Merch)**  
 Green 0 MBF Salvage 167  
 D-fir Sawlog MBF Peeler 0  
 Export Volume 0  
 Purchaser \_\_\_\_\_  
 Address \_\_\_\_\_

Contract No. OR090-TS09-605

OR-5420-1a  
(June 1986)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
**STUMPAGE COMPUTATION**  
**MBF**

District **Eugene**  
ATSP Tract No. **E-09-605**  
ADP No.  
Sale Name Warner Salvage

Species	Realization Value	Mfg. Costs (-)	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marg. * Logs (+)	Stumpage
Douglas-fir	---	---	257.60	233.65	18.03		5.92
Western hemlock	---	---	220.00	233.65	15.40		-29.05
Wt. Average							

\*Marginal Log Volume \_\_\_\_\_ MBF X \_\_\_\_\_ \$/MBF \_\_\_\_\_ Marg. Log Value  
Marginal Log Value \$ \_\_\_\_\_ = \$ \_\_\_\_\_ Marginal Log Value/MBF  
(D-fir Net Volume) MBF

**APPRAISED PRICE SUMMARY**

TEA \_\_\_\_\_ RVA \_\_\_\_\_ X \_\_\_\_\_ Market Value \_\_\_\_\_

(Check one)

Number Trees		Species	Volume	Appraised Price		Bid Price	
Un-Merch	Merch			\$/M	Value	\$/M	Value
---	480	Douglas-fir	149	26.00*	3874.00		
---	103	W. hemlock	18	22.00*	396.00		
---	583	<b>TOTALS</b>	167		4,270.00		

\*10% of Pond Value

**LOG GRADES (By Percent)**

Species	Code #1	#2	#3	2 Saw #4	3 Saw #5	4 Saw #6
Douglas-fir				65.0	30.0	5.0
Western hemlock				65.0	30.0	5.0

Appraised By: Jonathan Wilder

Date: May 2009

Appraisal Reviewed By: Debbie Newman

Date: May 2009

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

SELF CERTIFICATION CLAUSE  
BIDDERS STATEMENT

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The bidder represents that he ☐ is ☐ is not a small business concern as defined by Title 13, Chapter 1, Part 121 of the Code of Federal Regulations, as amended

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(Date)

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(Signature of Bidder)

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

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INSTRUCTIONS

In order to qualify for a set-aside sale, all bidders *must* certify to being a small business concern by submitting an executed Self Certification Clause.

The date on the Self Certification Clause and the sale date *must be the same*.

A Self Certification Clause *must* accompany the deposit to qualify for *each* set-aside sale. After a sale award is made,

the Self Certification Clause will be immediately returned, with the deposit, to the unsuccessful bidders but may be re-submitted to qualify for other set-aside sales offered on the *same* date.

The Self Certification Clause submitted by the successful bidder will be retained by the Bureau of Land Management.



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

NOTICE OF REQUIREMENT FOR CERTIFICATION  
OF NONSEGREGATED FACILITIES

Bidders and offerors are cautioned as follows: by signing this bid or offer or entering into this contract or lease, as the case may be, the bidder, offeror, or contractor will be deemed to have signed and agreed to the provisions of the Certification of Non-segregated Facilities in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, color, religion, sex, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offeror to agree to the Certification of Nonsegregated Facilities will render his bid or offer nonresponsive to the terms of solicitations involving awards of contract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

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In accordance with 41 CFR 60, as amended May 19, 1967, and Executive Order No. 11246 of September 24, 1965, as amended, this notification will be included in all notices of invitations for bid, lease, offers, and requests for proposal where prospective nonexempt contracts may exceed \$10,000.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Bid, invitation number, or other  
identification  
Tract No.

**INDEPENDENT PRICE DETERMINATION CERTIFICATE**

Bid Date  
June 25, 2009

Bidder or offeror (name)

Address (include zip code)

Specify government-owned property bid on (item)

Timber Sale of approximately \_\_\_\_\_ MBF

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:

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;

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

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.

B. Each person signing this bid or proposal certifies that:

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 contrary to A.1 through 3 above; or

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 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

(ii) He has not participated, and will not participate, in any action contrary to A. 1 through 3, above.

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.

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.

(Signature of Authorized Officer)

Name and Title (type or print)

**INSTRUCTIONS**

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

A. Include with sealed bids, written quotations and written offers.

B. At auction, at close of bidding and before award of spot bid sale.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**CASH BID BOND**

Sale Number

Bid Date

KNOW BY ALL MEN BY THESE PRESENTS, That ☐ I ☐ We \_\_\_\_\_

of \_\_\_\_\_

doing business as an ☐ individual ☐ partnership ☐ corporation organized and existing under the laws of the State

of \_\_\_\_\_ as Principal, is held and firmly bound unto the United States of America in the penal sum

of \_\_\_\_\_ dollars (\$ \_\_\_\_\_),

lawful money of the United States, for the payment of which, well and truly to be made, I bind myself, my heirs, executors, administrators, successors and assigns, jointly and severally, as a further guarantee of which a cash deposit or assured payment

has been made with the Bureau of Land Management at \_\_\_\_\_ in the form of

a \_\_\_\_\_ in the amount of \$ \_\_\_\_\_.

~~A \_\_\_\_\_ shall not be negotiated unless the principal fails to enter into a written contract with the Government in accordance with the bid and terms and conditions of the notice of the above sale.~~

THAT, The said Principal does hereby constitute and appoint the Secretary of the Interior as his attorney, to transfer and apply the said deposit, as security for the faithful performance of the above condition, and it is agreed that, in case of any default in the performance of this condition, that said attorney shall have full power to assign, appropriate, transfer, and apply said deposit without notice, as liquidated damages.

The said Principal hereby ratifies and confirms whatever his said attorney shall do by virtue of these presents.

If the said Principal shall within the period specified in the notification of award enter into a written contract with the Government, in accordance with the bid and terms and conditions of the notice of sale, then and in that event the above obligation shall be null and void and the deposit shall be released and returned to the Principal. Otherwise, said obligation shall remain in full force and effect.

Signed, sealed, and delivered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

IF INDIVIDUAL OR PARTNERSHIP, SIGN HERE:

IN THE PRESENCE OF TWO WITNESSES:

\_\_\_\_\_  
By \_\_\_\_\_  
(Name)

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

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

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

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

IF CORPORATION, SIGN HERE

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

By \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

CORPORATION CERTIFICATE

If Purchaser is a corporation, the following certificate shall be executed by the Secretary or Assistant Secretary of the Corporation. I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as Purchaser herein; that \_\_\_\_\_, who signed this contract was then \_\_\_\_\_ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

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

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Location of facility where Federal Timber is expected to be processed.

**EXPORT DETERMINATION**

**INSTRUCTIONS**

Timber sale applicant forwards information to authorized officer.

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

(1) Have you exported private timber from lands tributary to the above processing facility within the last 12 months?

☐ Yes ☐ No (*If "Yes", give date of last export sale.*)

a. Export (*Date*) \_\_\_\_\_

(2) Provide names of affiliated\* who have exported private timber from lands tributary to the above processing facility within the last 12 months and date of last export sale.

a. Affiliate \_\_\_\_\_ Export date \_\_\_\_\_

b. Affiliate \_\_\_\_\_ Export date \_\_\_\_\_

c. Affiliate \_\_\_\_\_ Export date \_\_\_\_\_

\* *See 43 CFR 5424.0-5*

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

Signature of Signing Officer \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



If sale contract is executed, undersigned is liable for total purchase price (Lump Sum Sale) or total actual purchase price (Scale Sale) even though the quantity cut, removed, or designated for taking is more or less than the total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

Bid submitted on *(date)*

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

<input type="checkbox"/> Signature, if firm is individually owned	Name of firm <i>(type or print)</i>
<input type="checkbox"/> Signatures, if firm is a partnership	Business address, include zip code <i>(type or print)</i>
<input type="checkbox"/> Corporation organized under the state laws of	<i>(To be completed following oral bidding)</i>
Signature of Authorized Corporate Signing Officer	I HEREBY confirm the above oral bid By <i>(signature)</i>
Title	Date
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior – BLM.  Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract.	Sealed Bid – Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside: (1) “Bid for Timber” (2) Vegetative Resource Other Than Timber (3) Time bids are to be opened (4) Legal description

## NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

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

ROUTINE USE: 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 or vegetative resources.

## INSTRUCTIONS TO BIDDERS

1. **AUTHORITY** – Timber located on the Revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937, (50 Stat. 874; 43 U.S.C. 1181a); timber located on other lands and other vegetative resources on all 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 are codified in 43 CFR Group 5400.

2. **QUALIFICATIONS OF BIDDERS** – A bidder for sale of timber/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/vegetative resource is located.

3. **INSPECTION OF TIMBER/VEGETATIVE RESOURCES** – Bidder is invited, urged, and cautioned to inspect the timber/vegetative resource prior to submitting a bid. By executing the timber/vegetative resource sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the timber/vegetative resource and his opinion of its value.

4. **DISCLAIMER OF WARRANTY** – Government expressly disclaims any warranty of the fitness of the designated timber/vegetative resource for any purpose of the bidder; all timber/vegetative resources are to be sold “As Is” without any warranty of the merchantability by Government. Any warranty as to the quantity or quality of timber/vegetative resource to be sold is expressly disclaimed by Government.

5. **BIDS** – Sealed or written for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued the *Timber/Vegetative Resource Sale Notice*.

(a) **Sealed Bid Sales** – Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside *Bid for Timber/Vegetative Resource*, time bid is to be opened, tract Number, and legal description of land on which timber/vegetative resource is located. In the event of a tie, the high bidder shall be determined by lot from those who submitted the tie bids.

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

(c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in resale of timber/vegetative resource 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) **Lump Sum Sales** – Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.

(b) **Timber Scale Sales** – Bids must state price per thousand board feet that will be paid for each species. High bidder will be determined by multiplying bid price per thousand board feet per species by Bureau of Land Management estimate of volume of each species. Purchaser shall be liable for purchase price of all merchantable timber sold under contract even though all such timber is not actually cut and removed prior to expiration of time for cutting and removal as specified in contract.\*

7. **BID DEPOSIT** – All bidders must make a deposit of not less than the amount specified in the *Timber/Vegetative Resource Notice*. Deposits 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\*, or any approved guaranteed remittance approved by the Authorized Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.

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

9. **TIMBER/VEGETATIVE RESOURCE SALE CONTRACT** – To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager's office.

### 10. PERFORMANCE BOND –

(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 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 Authorized Officer.

(b) If purchaser elects to cut timber 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 an amount of performance bond initially required by an amount equal to the value of timber to be cut. Such increase must be on a bond rider form supplied by Government and to be approved, in writing, by Government prior to cutting timber covered by the bond increase. This increased amount of bond shall be used to assure payment for timber cut in advance of payment.\*

11. **PAYMENT BOND** – If purchaser elects to (a) cut and remove timber, or (b) remove timber 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 covered by the bond. Payment bond shall be used to assure payment for timber 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/vegetative resource 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 the receipt of *Timber/Vegetative resource Sale Contract*, the successful bidder shall sign contract and return it to Government, together with required bond and any required payment. If successful bidder fails to comply within the stipulated time, his bid deposit shall be retained by Government as liquidated damages.

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

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

\* Applies to Timber Only



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

17. **LOG EXPORT** – All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, 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 and 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 dimension or better, or Pacific Lumber inspection Bureau R-List Grades of Num-

ber 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product used; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture or eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to “*unprocessed timber*.” Special reporting, branding and painting of logs may be included in contract provisions.\*

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