



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: Jodi Reynolds, Upper Willamette Resource Area

PROSPECTUS REQUEST

Please send the Prospectus for the following Eugene District timber sale to be sold on November 29, 2007.

	<u>Parcel Number</u>	<u>Sale Name</u>
<input type="checkbox"/>	<u>1</u>	<u>Salvage Sam</u>
<input type="checkbox"/>	<u>2</u>	<u>Nutmeg</u>
<input type="checkbox"/>	<u>3</u>	<u>Mohawk River</u>
<input type="checkbox"/>	<u>4</u>	<u>Trivial Tempest</u>

Mail to:

Requested by: _____



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October 31, 2007

This advertisement includes:

Parcel No. 1 – Salvage Sam

Parcel No. 2 – Nutmeg

Parcel No. 3 – Mohawk River

Parcel No. 4 – Trivial Tempest

TIMBER SALE NOTICE

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or her representative, at the **EUGENE DISTRICT OFFICE, 2890 CHAD DRIVE, EUGENE, OREGON**. The timber sale will commence at 10:00 a.m. on Thursday, **November 29, 2007**.

This Timber Sale Notice does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003 - Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in The Register Guard newspaper on or about October 31, 2007. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper to ensure accurate knowledge of the exact publication date.

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

THE SUCCESSFUL BIDDER, as a condition of award, will be required to complete and/or sign the following forms:

1. Form 1140-6, a certification that the bid was arrived at by the bidder or offerer independently, and was tendered without collusion with any other bidder or offerer.
2. Form 1140-7, Equal Opportunity Affirmative Action Program Representation, for all contracts over \$10,000.
3. Form 1140-8, Equal Opportunity Compliance Report Certification.
4. Form 5450-17, Export Determination.

PRE-AWARD QUALIFICATIONS. The high bidder may be required to furnish information to determine the ability to perform the obligations of the contract. If the high bidder is determined not qualified, responsible or refuses to respond within 15 days of a request for information pertaining to qualifications, the contract may be offered and awarded for the amount of the high bid to the highest of the bidders who is qualified, responsible, and willing to accept the contract.

A PERFORMANCE BOND in an amount not less than 20 percent of the total purchase price will be required for all contracts of \$2,500 or more, but the amount of the bond shall not be in excess of \$500,000, except when the Purchaser opts to increase the minimum bond as provided in 43 CFR 5451.2. A minimum performance bond of not less than \$500 will be required for all installment contracts less than \$2,500.

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

QUALIFIED SMALL BUSINESS concerns may apply to the Small Business Administration for a loan to provide financing for access road construction required under the terms of qualifying timber sale contracts and necessary contract changes will be made. Approval of loan applications rests with the Small Business Administration and may be contingent upon availability of funds. Applicants for such loans shall notify the Bureau of Land Management of their intention to apply for such loan.

LOG EXPORT AND SUBSTITUTION. All timber sales shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400, 5420, as amended.

ADDITIONAL INFORMATION concerning each timber sale tract described herein is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office.

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

AN ENVIRONMENTAL ASSESSMENT was prepared for this sale, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for this sale at the Eugene District Office.

A SPECIAL PROVISION has been added to the contract that requires the Purchaser to give 14 days written notice prior to beginning or resuming operations.

A SPECIAL PROVISION is included in the contract that 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 that 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.

ACCESS to a sale may be through a locked gate (see individual sale information). Prospective bidders may obtain a key from the Eugene District Office. Any other persons interested in visiting the timber sale site should first contact the District Office at 683-6600.

This timber sale notice can also be found on the Eugene District web page at www.edo.or.blm.gov/planning/nepa/ts_notice/.

Attachments:

- Form 1140-4
- Form 1140-6
- Form 5450-17
- Form 5450-22
- Form 5440-9

Tract No. E-07-557 Salvage Sam
Lane County, Oregon: O&C

Bid Deposit Required: \$14,900.00

All timber designated for cutting on Lots 5 and 12, Section 1; T 16 S., R. 8 W., Will. Mer.

Estimated Volume (MBF) 32' Log	Estimated Volume (CCF)	Species	Estimated Volume (MBF) 16' Log	Appraised Price Per MBF	Estimated Volume Times Appr. Price
675	1,376	Douglas-fir	844	\$ 171.00	\$144,324.00
41	84	Western hemlock	51	\$ 86.00	4,386.00
716	1,460	TOTALS	895		\$148,710.00

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

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

CRUISE INFORMATION: Volume for the Douglas-fir in the Salvage Area was determined by a variable plot cruise of the similar adjacent stand. The cruise consisted of a total of 40 plots of which 20 were cruise plots and 20 were tree count plots. The tree count was determined with a Relaskop using a 27.8 BAF. Sample tree volume was expanded to a total Salvage Area volume in 16-foot lengths using the National Cruise Program. As insufficient data for the western hemlock was obtained from the cruise, the volume for the western hemlock in the Salvage Area was determined from a visual estimate. Volume for the Douglas-fir Marked for Cutting in the Reserve Area was determined from a local volume table developed from the cruise. Volume for the western hemlock Marked for Cutting in the Reserve Area was determined by a 100% cruise.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 20.1" DBHOB; the average log contains 98 bd. ft.; the total gross volume is approximately 935 MBF; and 93% recovery is expected.

CUTTING AREA: One area totaling approximately 31 acres must be **salvaged**. One area totaling approximately 1 acre must be selectively harvested.

ACCESS: Access to the sale is provided by:

1. a public road;
2. BLM existing roads;
3. BLM roads to be renovated;
4. Roads covered by Right-of-Way and Road Use Agreement E-340 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 agreement 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 BLM an estimated road maintenance fee of \$793.87 and an estimated rockwear fee of \$452.87. The Purchaser shall pay Weyerhaeuser Company a road use fee estimated at \$514.15. 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 RENOVATION: Required

Spur A
Road No. 16-8-2.2
Class: SN-14
Length: 9.75 stations
Total estimated excavation: 9 hours of tractor time.
Total estimated renovation cost: \$2,146.40
Special Requirements in Road Renovation: Operations limited to periods of dry weather.

DURATION OF CONTRACT: Duration of the contract will be 24 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 coarse woody debris retention, road renovation, road maintenance, logging methods, prevention of erosion, falling of snags, logging residue reduction, 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 13 downed trees are marked for cutting with blue paint above and below stump height in the Approximate Area in Which Trees are Marked for Cutting in the Reserve Area.

Where a windthrown tree lies partially in the Reserve Area and partially in the Salvage Area, that portion of a windthrown tree lying inside the Reserve Area shall be retained. Any portion of a windthrown tree lying within the Salvage Area may be harvested as long as the downed wood requirements below are met.

Downed wood:

- All existing decay class 3, 4, and 5 logs in the Salvage Area shown on Exhibit A shall be retained. Decay classes are illustrated on Exhibit I, which is attached hereto and made a part hereof.
- All downed trees greater than 30 inches diameter at breast height shall be retained.
- In the portion of the Salvage Area within 210 feet of the streams shown on Exhibit A, a minimum of eight (8) downed trees per acre (144 trees) shall be retained on site. The Purchaser shall leave more downed trees if necessary, as determined by the Authorized Officer, to minimize disruption to stream-adjacent side slopes and preserve vegetative cover within 50 feet of streams.
- The downed trees retained shall be whole tree lengths with a minimum of 12 inches diameter at breast height, but in any event shall replicate the range of diameters of the stand and shall be evenly distributed across the landscape. Downed trees greater than 30 inches diameter at breast height that are retained in accordance with Section 40(e)(2) shall count toward the minimum number of eight (8) downed trees per acre; decay class 3, 4, and 5 logs that are retained in accordance with Section 41(e)(1) do not count.
- In the portion of the Salvage Area that is more than 210 feet from the streams shown on Exhibit A, five (5) downed trees per acre (65 trees) shall be retained on site. The downed trees retained shall be whole tree lengths with a minimum of 12 inches diameter at breast height, but in any event shall replicate the range of diameters of the stand and shall be evenly distributed across the landscape. Downed trees greater than 30 inches diameter at breast height that are retained in accordance with Section 40(e)(2) shall count toward the required number of five (5) downed trees per acre; decay class 3, 4, and 5 logs that are retained in accordance with Section 41(e)(1) do not count.
- Rootwads shall be left attached to downed trees where operationally feasible.
- The Purchaser shall mark each downed retention tree with red paint, and tally all downed retention trees 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 tree tally shall be submitted to the Authorized Officer.
- If upon completion of logging any one area, as specified by the Authorized Officer, Purchaser fails to meet down wood requirements as set forth in Section 40(e)(3) and 40(e)(4), Purchaser shall be required to move logs into the Salvage Area shown on Exhibit A until these requirements are met. While replacing the logs, Purchaser is required to meet the logging requirements in accordance with Section 41(b).

Downed trees selected for removal shall be those that are not likely to cause disruption to stream-adjacent side slopes. If the streambank is disturbed the Purchaser shall be directed as to restoration by the Authorized Officer.

No felling, yarding, or loading shall be permitted in or through Reserve Areas shown on Exhibit A. When yarding over streams, full suspension is required.

No yarding or hauling shall be conducted on natural surfaced roads during periods of wet weather, as determined by the Authorized Officer.

Yarding will be allowed from a Weyerhaeuser Company landing on Road No. 16-8-2 provided that Purchaser comply with the terms and conditions of the license agreement obtained from Weyerhaeuser Company.

In the Salvage Area shown on Exhibit A, where slopes are greater than 35%, yarding shall be done with a cable yarding system capable of partial suspension. During yarding the lead end of the log shall be suspended clear of the ground unless otherwise approved by the Authorized Officer. Full suspension shall be required when yarding over streams.

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 shown on Exhibit A.

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 and renovated roads. Decommissioning measures include:

- Till with decompaction equipment, such as a track mounted excavator, during the dry season, Spur A and Road No. 16-8-2.2; 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 Road No. 16-8 2.2 where available.
- Block Road No. 16-8-2.2 at the entry point using stumps, slash, and/or cull logs as directed by the Authorized Officer.

Site preparation will include piling, covering, and burning slash in the Salvage Area with a tracked excavator on slopes suitable for tracked equipment.

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: Obtain a key from BLM office. Access to the sale is through a locked gate. Prospective bidders may obtain a key from the Eugene District Office. Any other persons interested in visiting the timber sale site should first contact Alan Corbin at 683-6792.

From Eugene proceed north on Highway 99 to Highway 36. Travel west on Highway 36 for approximately 23 miles to County Road 3658. Continue to the end of the pavement and onto Road No. 16-7-6. Follow the timber sale area signs to the sale area.

Seasonal Restriction Matrix

Restricted Times are Shaded		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
		1	15	1	15	1	15	1	15	1	15	1	15
Ground-based yarding													
<u>Salvage Area</u>													
<ul style="list-style-type: none"> Typically October 15 – July 1; may vary due to weather conditions 													
Right-of-way clearing													
<u>Right-of-Way Areas</u>													
<ul style="list-style-type: none"> Typically October 15 – May 31; may vary due to weather conditions 													
Hauling on natural-surfaced roads													
<u>Salvage Area</u>													
<ul style="list-style-type: none"> Typically October 15 – May 31; may vary due to weather conditions 													

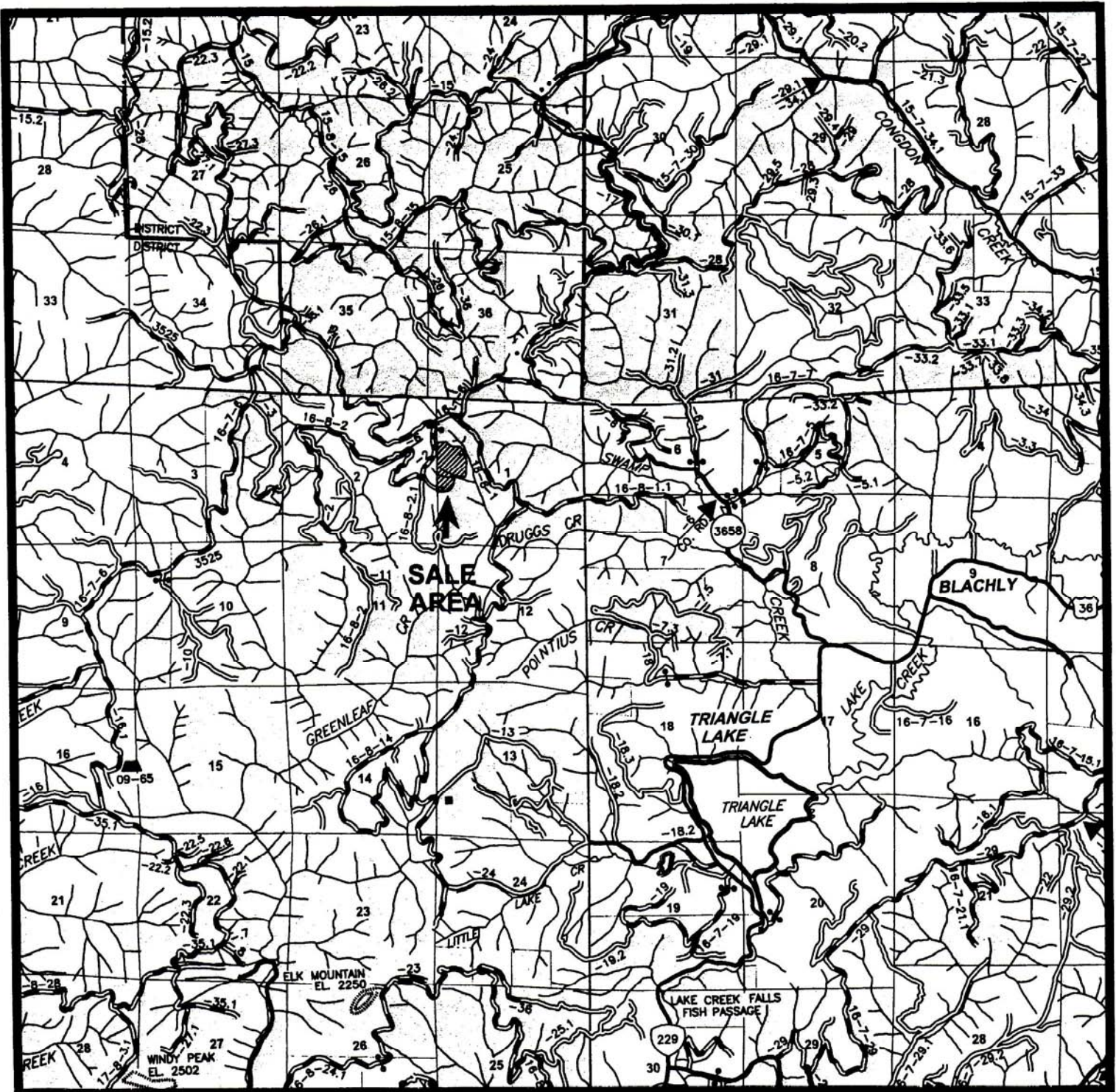
NOTE: This chart is for informational purposes only. Refer to Section 41 Special Provisions of the timber sale contract for exact date restrictions and stipulations.

TIMBER SALE LOCATION MAP

Salvage Sam

TOWNSHIP 16 S. RANGE 6 W.

SEC. 1

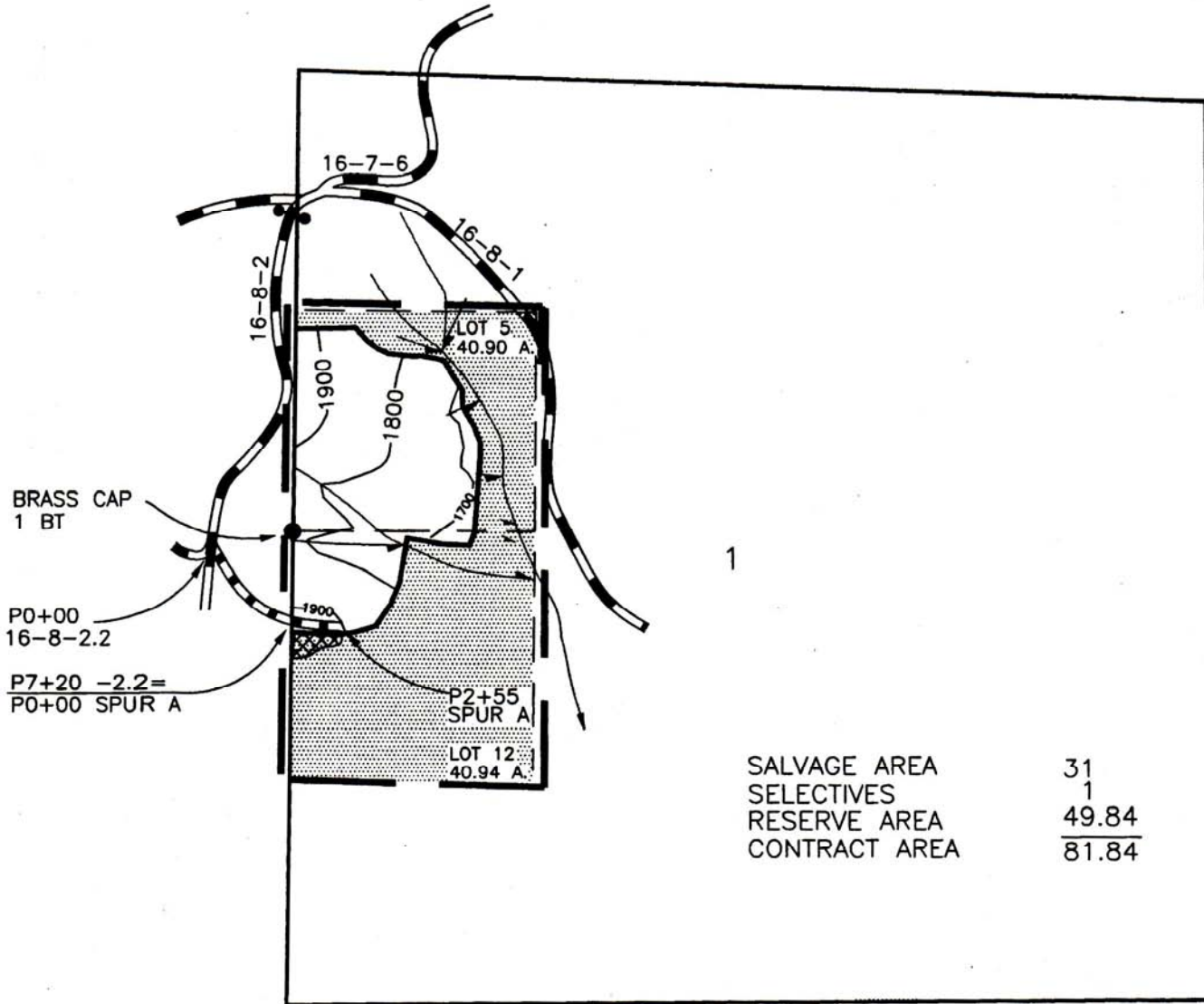


UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT

EXHIBIT "A"

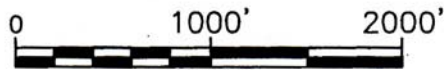
SALE NAME: SALVAGE SAM TIMBER SALE CONTRACT NO.: OR090-TS08-557

T. 16S. , R. 8W. , SEC. 1 , WILL. MER., EUGENE DISTRICT



1

SALVAGE AREA	31
SELECTIVES	1
RESERVE AREA	49.84
CONTRACT AREA	<u>81.84</u>



SCALE
LEGEND

- | | | | |
|--|--|--|--|
| | SALVAGE AREA | | BOUNDARY - CONTRACT AREA |
| | APPROXIMATE AREA IN WHICH TREES HAVE BEEN MARKED FOR CUTTING IN THE RESERVE AREA (13) (SELECTIVES) | | BOUNDARY - CUTTING AREA (BLAZED, PAINTED & POSTED) |
| | RESERVE AREA | | ROAD TO BE RENOVATED |
| | | | ROCK SURFACED ROAD |
| | | | CORNER FOUND |
| | | | GATE |
| | | | STREAM |

DATE: 08/30/07

EUGENE DISTRICT
SIUSLAW RESOURCE AREA

PARCEL NO. 2
SALE DATE: November 29, 2007

Tract No. E-08-538 Nutmeg
Lane County, Oregon: O&C

Bid Deposit Required: \$41,900.00

All timber designated for cutting on Lots 2, 4, Section 8; Lot 2, Section 15; NE¼, N½NW¼, SW¼NW¼, N½SE¼, Section 16; Lots 1, 7, 8, Sec.17; T. 15 S., R. 7 W., Will. Mer.

Estimated Volume (MBF) 32' Log	Estimated Volume (CCF)	Species	Estimated Volume (MBF) 16' Log	Appraised Price Per MBF	Estimated Volume Times Appr. Price
2,163	5,025	Douglas-fir	2,704	\$ 141.00	\$381,264.00
<u>498</u>	<u>1,156</u>	Western hemlock	<u>623</u>	\$ 60.00	<u>37,380.00</u>
2,661	6,181	TOTALS	3,327		\$418,644.00

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.

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 selective timber volumes were based on a 100% cruise using the **National Cruise Program** for estimating board foot volume of trees in 16-foot logs. Approximately 9 selective trees which are considered to be unmerchantable are designated for cutting. All species on BLM right-of-ways 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 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 within the Partial Harvest Areas was cruised using the Variable Plot method for estimating board foot volume of trees in 16-foot logs. Sample tree volume is expanded to a total sale volume using the **National Cruise Program**. The tree count was determined with a Relaskop using a 20 BAF. This sale contains a total of 232 plots of which 108 plots have sample trees and 124 are tree count plots. A map showing the locations of the sample trees is available at the Eugene District Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 13.0" DBHOB; the average log contains 40 bd. ft.; the total gross volume is approximately 2,832 MBF; and 95% recovery is expected.

CUTTING AREA: Three areas totaling approximately 168 acres must be partial harvested and approximately 3 acres of right-of-way must be clear cut. One area totaling approximately 1 acre must be selectively harvested.

ACCESS: Access to the sale is provided by:

1. A public road;
2. BLM existing roads;
3. BLM roads to be constructed;
4. Roads covered by Cooperative Right-of-Way and Road Use Agreement E-121 A between Freres Timber, Inc., and the United States. In the use of private roads, the Purchaser shall enter into a license agreement with Freres Timber, Inc. The license agreement shall be delivered to Freres Timber, Inc. 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 road use fees estimated at \$4,198.40, road maintenance fees estimated at \$1,574.42 and rockwear fees estimated at \$1,053.32 to Freres Timber, Inc. The Purchaser shall pay BLM a road maintenance fee of \$10,223.65 and a rockwear fee of \$2,551.21. 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

Spurs A-E, Equipment Road

Class: SN-14

Length: 28.74 stations

Total estimated excavation: 35 hours of tractor time.

Total estimated construction cost: \$7,660.84

Special Requirements in Road Construction: Operations limited to periods of dry weather. When constructing Spur E, the Purchaser shall deck right-of-way timber belonging to Freres Timber, Inc., to Freres' specifications. Timber within the right-of-way of Spur E that is not marked with blue paint belongs to Freres Timber, Inc.

ROAD RENOVATION: Required

Road Nos: 14-6-34 Seg. V; 15-7-15.4, 15-7-16.2, 15-7-16.71

Class: SN-14

Length: 20.88 stations

Surfacing: N/A

Total estimated excavation: 9 hours of tractor time.

Total estimated renovation cost: \$1,854.32

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

ROAD IMPROVEMENT (CULVERTS): Required

Road Nos: 15-7-15.4; 15-7-16.6; 15-7-17.1; 15-7-35

Class: SN-16

Length: 125.67 stations

Estimated Quantities:

990 cubic yards – excavation

915 cubic yards – earthen backfill

535 cubic yards ¾" minus – backfill

67 cubic yards 1½" minus – surfacing

415 cubic yards rip-rap – slope protection

Total estimated improvement cost: \$78,445.20

Suggested Rock Source:

Junction City area

Culverts:

<u>Diameter</u>	<u>Length</u>	<u>Number</u>
18"	598'	(17)
24"	138'	(4)
30"	50'	(1)
36"	80'	(1)
48"	68'	(1)
66"	64'	(1)

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

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 36 months for cutting and removal of timber.

SPECIAL PROVISIONS: The contract will contain special provisions regarding road construction, road renovation, road improvement, 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.

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

- The designation and sale of additional timber, such as corridor and guyline trees, at contract price, as necessary to facilitate safe and efficient logging. Such trees may be felled and removed when they are painted by the Authorized Officer;
- Sale of additional timber volume at current fair market value where the species and/or size of trees are not representative of the forest stand(s) being thinned;
- The use of unilateral modifications executed by BLM for such additional timber;
- Revocation of the Purchaser's right to cut additional timber if the Authorized Officer determines that trees have been cut and removed that were not previously marked and approved for cutting and removal by the Authorized Officer.

It is estimated that approximately 268 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 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 8 Douglas-fir trees, 5 western hemlock trees, and 9 red alder trees, located in 4 groups, have been marked for cutting with blue paint above and below breast height in the Approximate Area in Which Trees are Marked for Cutting in the Reserve Area.

Approximately 23 Special Habitat Trees in 1 group have been marked with yellow paint and are shown on Exhibit A. Yarding equipment shall not be attached to them, and the trees shall not be felled or damaged.

The Purchaser shall have the option to rock Spurs A and E and Road No. 15-7-16.71 at Purchaser's expense. If the option is exercised, fees for mineral haul will be collected. Other newly constructed and renovated roads shall not be rocked.

Yarding or hauling during periods of wet weather may be conducted **only on Road No. 14-6-34 to the Extent of Wet Weather Haul** as shown on Exhibit A, or on roads tributary to it (if rocked in accordance with Section 41(c)(3)). No yarding or hauling shall be conducted on any other roads during periods of wet weather.

No operations shall be conducted in the Special Operating Areas shown on Exhibit A from March 1 to July 7 of each year, both days inclusive, for wildlife concerns. Where indicated, the Special Operating Areas extend into Partial Harvest Areas 2 and 3 approximately 200 feet from the posted boundary. This restriction shall not be waived.

Due to steep gradients, the Equipment Road.(674 feet) may be used for a **tractor swing**.

Yarding shall be done with a carriage equipped skyline capable of yarding 1,000 feet slope distance in the following areas: the Partial Harvest Area on slopes greater than 35%; and within 210 feet of streams, except in the Special Skidding Areas. Lift trees and/or intermediate supports may be necessary.

In the Partial Harvest Area and in the Special Skidding Areas, 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. In the Special Skidding Areas, new skid trails shall be located at least 75 feet from the posted boundary.

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, newly constructed roads and renovated roads. Decommissioning measures include:

- A final blading of rock placed at Purchaser's option on Spurs A and E and Road No. 15-7-16.71.
- Till with decompaction equipment, such as a track mounted excavator, during the dry season, Spur A and Road No. 15-7-16.71, if not rocked; skid trails; Spurs B-D; Roads No. 14-6-34 Seg. V, 15-7-16.2; and the Equipment Road.
- Construct drainage dips, waterbars and/or lead-off ditches, as directed by the Authorized Officer.
- Place logging slash on skid trails; Spur A and Road No. 15-7-15.71, if not rocked; Spurs B-D; Roads No. 14-6-34 Seg. V and 15-7-16.2; and the Equipment Road, where available.
- Block skid trails, Spurs B-D, Road No. 14-6-34 Seg. V, 15-7-16.2, 15-7-16.71, and the Equipment Road at entry points using stumps, slash, and/or cull logs as directed by the Authorized Officer.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing excavator piling, pile covering and pile burning or contributing \$5,555.99 in lieu thereof. The option must be declared prior to contract execution

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: Obtain a key from BLM office. Access to a portion of the sale is through a locked gate. Prospective bidders may obtain a key from the Eugene District Office. Any other persons interested in visiting the timber sale site should first contact Alan Corbin at 683-6792.

From Highway 99 north of Eugene, turn west onto Highway 36. Proceed west on Highway 36 for approximately 20 miles to Horton Road (County Road 3640). Proceed north on Horton Road to the junction with Road No. 15-7-35. Proceed on Road No. 15-7-35 for approximately 4 miles to its junction with Road Number 15-7-15

To access Partial Harvest Area No. 1 and the northern portion of Partial Harvest Area No. 3:
Proceed north on Road No. 15-7-15 for approximately 2 miles to the gate and follow "Timber Sale Area" signs.

To access Partial Harvest Area No. 2 and the southern portion of Partial Harvest Area No. 3:
Proceed west on Road No. 15-7-35 for approximately 1 mile and follow "Timber Sale Area" signs.

Seasonal Restriction Matrix

		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	1	15
Restricted Times are Shaded																											
Felling, yarding or loading																											
<u>Partial Harvest Areas</u>																											
<ul style="list-style-type: none"> ▪ April 15 – June 15, both days inclusive ▪ Sap flow seasonal restriction may be conditionally waived, except in the Special Operating Area 																											
Felling, yarding, loading, renovation of landing end of Road No. 15-7-16.2																											
<u>Special Operating Area</u>																											
<ul style="list-style-type: none"> ▪ March 1 – July 7, both days inclusive 																											
Ground-based yarding																											
<u>Partial Harvest Areas</u>																											
<ul style="list-style-type: none"> ▪ Typically October 15 – July 1; may vary due to weather conditions 																											
Right-of-way logging and clearing																											
<u>Right-of-Way Areas</u>																											
<ul style="list-style-type: none"> ▪ Typically October 15 – May 31; may vary due to weather conditions 																											
Yarding & hauling on natural-surfaced roads, roads west of the Extent of Wet Weather Haul shown on Exhibit A																											
<u>Partial Harvest Areas</u>																											
<ul style="list-style-type: none"> ▪ Typically October 15 – May 31; may vary due to weather conditions ▪ Rocking of roads will not be permitted 																											

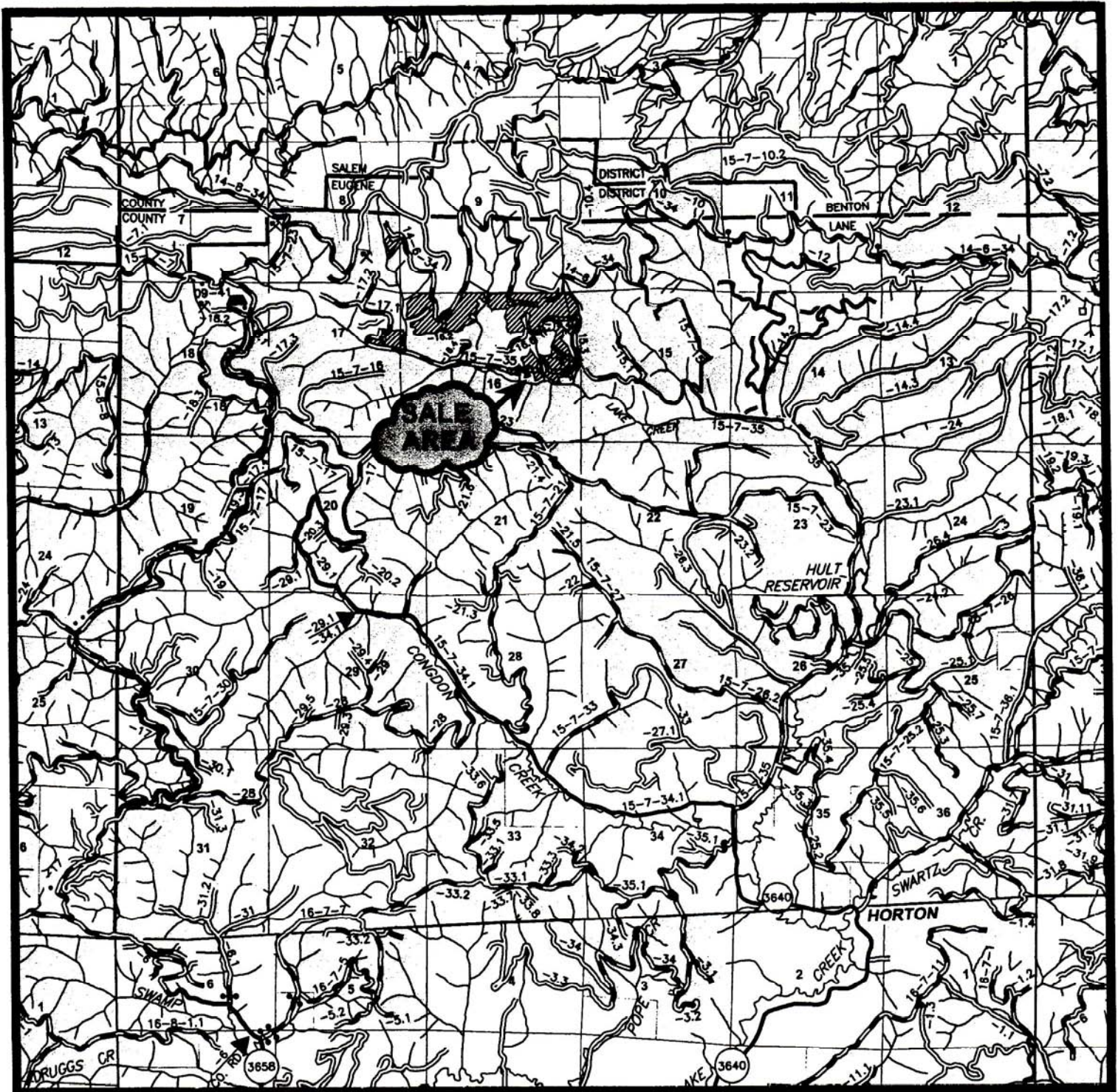
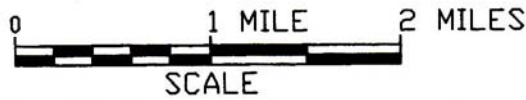
NOTE: This chart is for informational purposes only. Refer to Section 41 Special Provisions of the timber sale contract for exact date restrictions and stipulations.

TIMBER SALE LOCATION MAP

Nutmeg

TOWNSHIP 15 S. RANGE 7 W.

SECS. 8, 15, 16 and 17



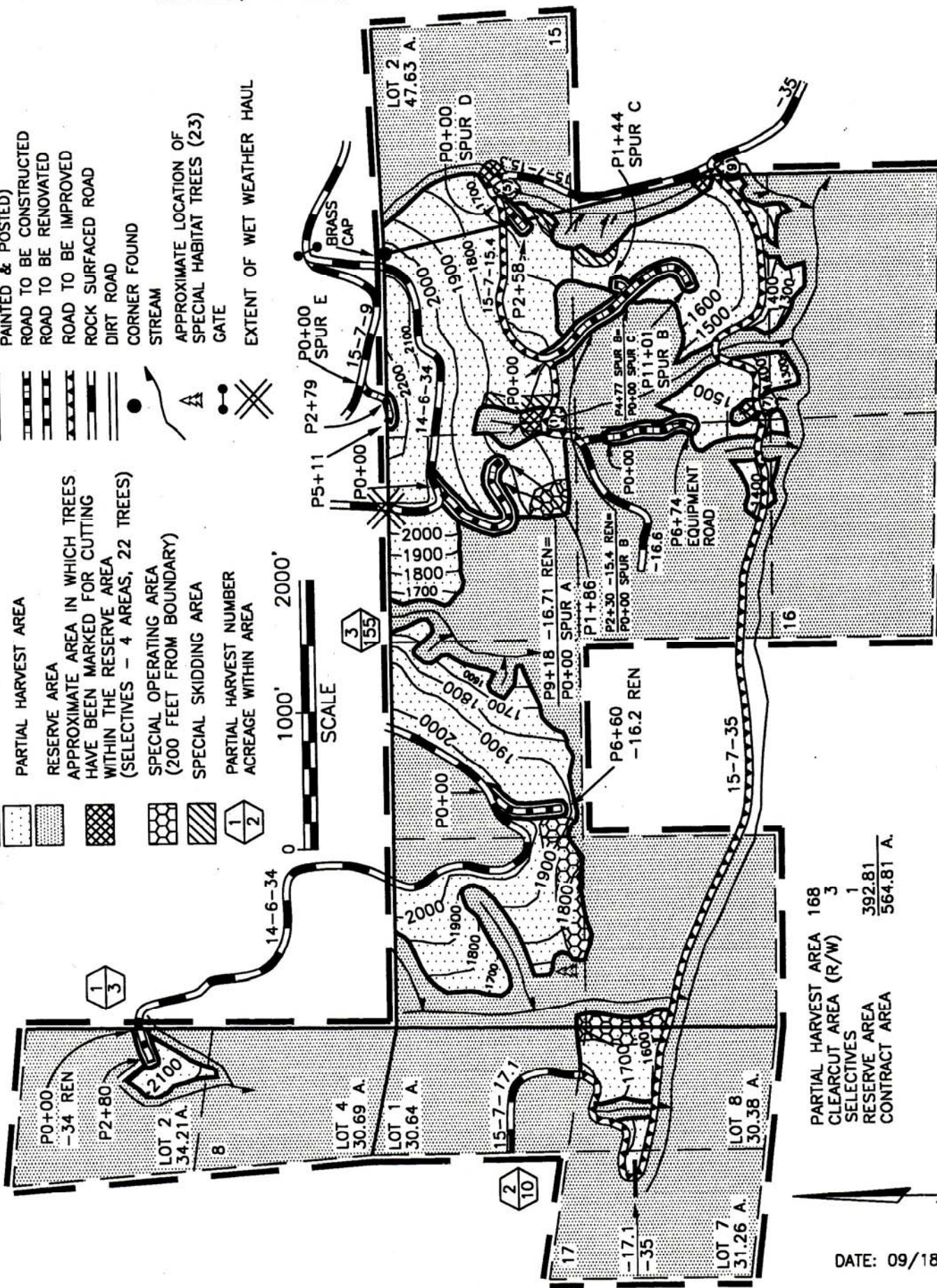
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"

SALE NAME: NUTMEG TIMBER SALE CONTRACT NO.: OR090-TS08-538
T. 15S , R. 7W , SEC. 8,15,16,17, WILL. MER., EUGENE DISTRICT

LEGEND

- CLEARCUT AREA (R/W)
- PARTIAL HARVEST AREA
- RESERVE AREA
- APPROXIMATE AREA IN WHICH TREES HAVE BEEN MARKED FOR CUTTING WITHIN THE RESERVE AREA (SELECTIVES - 4 AREAS, 22 TREES)
- SPECIAL OPERATING AREA (200 FEET FROM BOUNDARY)
- SPECIAL SKIDDING AREA
- PARTIAL HARVEST NUMBER ACREAGE WITHIN AREA
- BOUNDARY - CONTRACT AREA
- BOUNDARY - CUTTING AREA (BLAZED, PAINTED & POSTED)
- ROAD TO BE CONSTRUCTED
- ROAD TO BE RENOVATED
- ROAD TO BE IMPROVED
- ROCK SURFACED ROAD
- DIRT ROAD
- CORNER FOUND
- STREAM
- APPROXIMATE LOCATION OF SPECIAL HABITAT TREES (23)
- GATE
- EXTENT OF WET WEATHER HAUL



PARTIAL HARVEST AREA	168
CLEARCUT AREA (R/W)	3
SELECTIVES	1
RESERVE AREA	392.81
CONTRACT AREA	564.81 A.

DATE: 09/18/07

EUGENE DISTRICT
UPPER WILLAMETTE RESOURCE AREA

PARCEL NO. 3
SALE DATE: Nov 29, 2007

Tract No. E-08-674 – Mohawk River
Lane County, Oregon: O&C

Bid Deposit Required: \$24,000.00

All timber designated for cutting on SW¼NE¼, NW¼, N½SW¼, NW¼SE¼ Section 13, T. 15 S., R. 1 W., Will. Mer.

Estimated Volume (MBF) 32' Log	Estimated Volume (CCF)	Species	Estimated Volume (MBF) 16' Log	Appraised Price Per MBF	Estimated Volume Times Appraised Price
1504	3370	Douglas-fir	1,880	\$126.00	\$236,880.00
50	116	Western hemlock	62	\$38.00	\$2,356.00
1	3	Alder	1	\$216.00	\$216.00
1555	3489	TOTALS	1943		\$239,452.00

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

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

CRUISE INFORMATION: All species 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 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 12.9" DBHOB; the average log contains 46 bd. ft.; the total gross volume is approximately 1971 MBF; and 95% recovery is expected; and 0% was determined to be salvage volume.

CUTTING AREA: One area totaling approximately 133 acres must be partial harvested and approximately 3 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; and
4. Roads 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 agreement 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.
5. In the use, improvement, and maintenance of Road No. 15-1-24 Segments A, B, and C as shown on Exhibit C the Purchaser shall comply with the conditions of road easements RE-E-170 and RE-E-182 between the United States and Weyerhaeuser Company.

ROAD MAINTENANCE: The Purchaser shall pay Weyerhaeuser Company a road use fee of \$1,731.16 for the use of roads under their control. In addition, the Purchaser shall at Weyerhaeuser Company's option, perform maintenance on Weyerhaeuser Company roads and pay to Weyerhaeuser the above normal maintenance and rockwear fees estimated at \$427.02 or Weyerhaeuser will maintain and the Purchaser shall pay road maintenance fees to Weyerhaeuser estimated at \$653.20 for mineral and timber haul. The Purchaser shall maintain all BLM controlled roads and pay BLM a rockwear fee of \$1,166.27 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: Eugene/ Springfield Vicinity

Road Nos.:	15-1-14.3 (last 0.12 mi.) <u>and Spur D</u>	15-1-14.3 (rock to prop. line), <u>Spurs A and B</u>	
Class:	SN-14	SN-16	<u>Culverts</u>
Length:	3.1 sta. (.06 mi.)	33 sta. (.62 mi.)	Diameter: 18" Length: 40' CPP*
Surfacing:	natural	3" Minus	Diameter: 24" Length: 60' CPP*
Compacted Depth:	N/A	8"	*CPP – Corrugated Polyethylene Pipe
Estimated Quantity:	N/A	1,110 CY	

Total Estimated Excavation: 14.25 hours of cat time and 16 hours of excavator time

Total Estimated Construction Cost: \$41,364.28

Special Requirements in Road Construction: Operations limited to periods of dry weather. See Other Special Requirements for completion time requirements.

ROAD RENOVATION: Required

Suggested Rock Source: Eugene/ Springfield Vicinity

Road Nos.:	15-1-24 (surfacing and <u>culvert replacement</u>)	<u>15-1-13 (surfacing)</u>	
Class:	SN-16 or existing width	SN-16 or existing width	
Length:	1.2 mi.	0.3 mi.	<u>Culverts</u>
Surfacing	1½" Minus	1½" Minus	Diameter: 36" Length: 72' CMP*
Compacted Depth:	8"	4"	Diameter: 24" Length: 36' CPP
Total Estimated Quantity:	2,821 CY		Diameter: 18" Length: 96' CPP

Total Estimated Excavation: 20 hours of excavator time

Total Estimated Renovation Cost: \$78,826.40

*CMP – Corrugated Aluminized Pipe

ROAD DECOMMISSIONING:

Rock removal after use: Spurs A and a portion of Spur B – 0.18 miles

Road ripping and blocking: Spurs A, B, D, and 15-1-14.3 – 0.4 miles

Total estimated decommissioning cost: \$3,243.77

This sale qualifies for application to the Small Business Administration for loan for access road construction.

DURATION OF CONTRACT: Duration of the contract will be 20 months for cutting and removal of timber.**SPECIAL PROVISIONS:** The contract will contain special provisions regarding road construction, road renovation, culvert installation, 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; Road decommissioning is required.**OTHER SPECIAL REQUIREMENTS:**

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. Tractor logging of the right-of-way timber will be prohibited during periods of excessive soil moisture.

1. Corridors may need to be adjusted to avoid cutting large snags and remnant trees.
2. Culvert removal, road renovation, hauling operations off native surface roads shall be restricted to dry periods.
3. One end log suspension is required in the Partial Harvest Areas during cable yarding.
4. Lift trees and intermediate supports may be required to log portions of the Partial Harvest Area, Cable yarding.
5. No felling or yarding in or through reserve areas.
6. No felling or yarding shall be conducted on the Partial Harvest Area during sap flow from April 1 to June 15 of each year, both days inclusive.
7. 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 1 through October 1.
8. All trees designated for cutting shall be felled, limbed and cut into log lengths not to exceed 40 feet before being yarded.
9. 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.

10. Skyline corridors shall be a minimum of 150 feet apart at the tailholds or landings and shall not exceed 12 feet in width.
11. Piling, covering and burning of slash required on all landings and within 25 feet of Road Nos. 15-1-13 and 15-1-24.
12. Special Provisions regarding contract suspension/modification/termination have been added to Section 41 of the contract.
13. Upon completion of use or after harvest activities, Purchaser will be required to use a combination of techniques to render Spurs A, B, D, and Road No.15-1-14.3 (unsurfaced portion) erosion resistant: till and construct drainage features.
14. 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 Federal lands.
15. Following the completion of yarding and hauling on Spur A and a portion of Spur B removal of rock surfacing will be required prior to tilling and closure.
16. Culvert replacement and removal shall not be allowed between October 16 and June 30.
17. Road improvement, hauling operations off native surface roads shall be restricted to the periods of dry weather (typically June 1 to October 15) unless approved by the Authorized Officer.
18. Upon completion of yarding operations, the Purchaser shall fall 180 trees for coarse wood and top 180 trees for snags in the Coarse Woody Debris and Snag Creation Areas as shown on Exhibit A-1

Approximately 122 MBF of additional volume was considered to be within the skyline and skid road corridors in this contract area but is not included in the advertised sale volume. Additional skyroad timber will be sold at contract price.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing slash disposal or contributing \$4,580.69 in lieu thereof. The option must be declared prior to contract execution. Tilling or decommissioning requirements of this contract 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-105 take the 42nd Street exit. Go northeasterly to Marcola Road (County Road No. 1900) for approximately 12 miles. Turn east on Mohawk River Road (County Road No. 1990). Travel approximately 2 miles and then turn north on BLM Road 15-1-24 and follow signs to the sale area.

Seasonal Restriction Table

Seasonal Restrictions:

- Sap flow seasonal restriction (April 1 – June 30)
- No hauling on native surface roads (October 15 – June 30)
- Soil moisture seasonal restriction for road construction, culvert installation and hauling on native surface roads (October 16– June 30)
- Soil moisture seasonal restriction for tilling and ground-based yarding (October 1– July 1)
- Road construction, renovation seasonal restriction (October 15 – June 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
Yarding (Sapflow)												
Hauling on native surface roads 15-1-14.3 and Spur D												
Culvert installation and removal												
Ground based yarding, tilling												
Road construction, renovation												

- Wet season restrictions may be shortened or extended depending on weather conditions; soil moisture still 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. Subject to transient winter snow, elevation ranges from 2300-3000 feet

TIMBER SALE LOCATION MAP

Mohawk River - Tract No. E-08-674

TOWNSHIP

15 S.

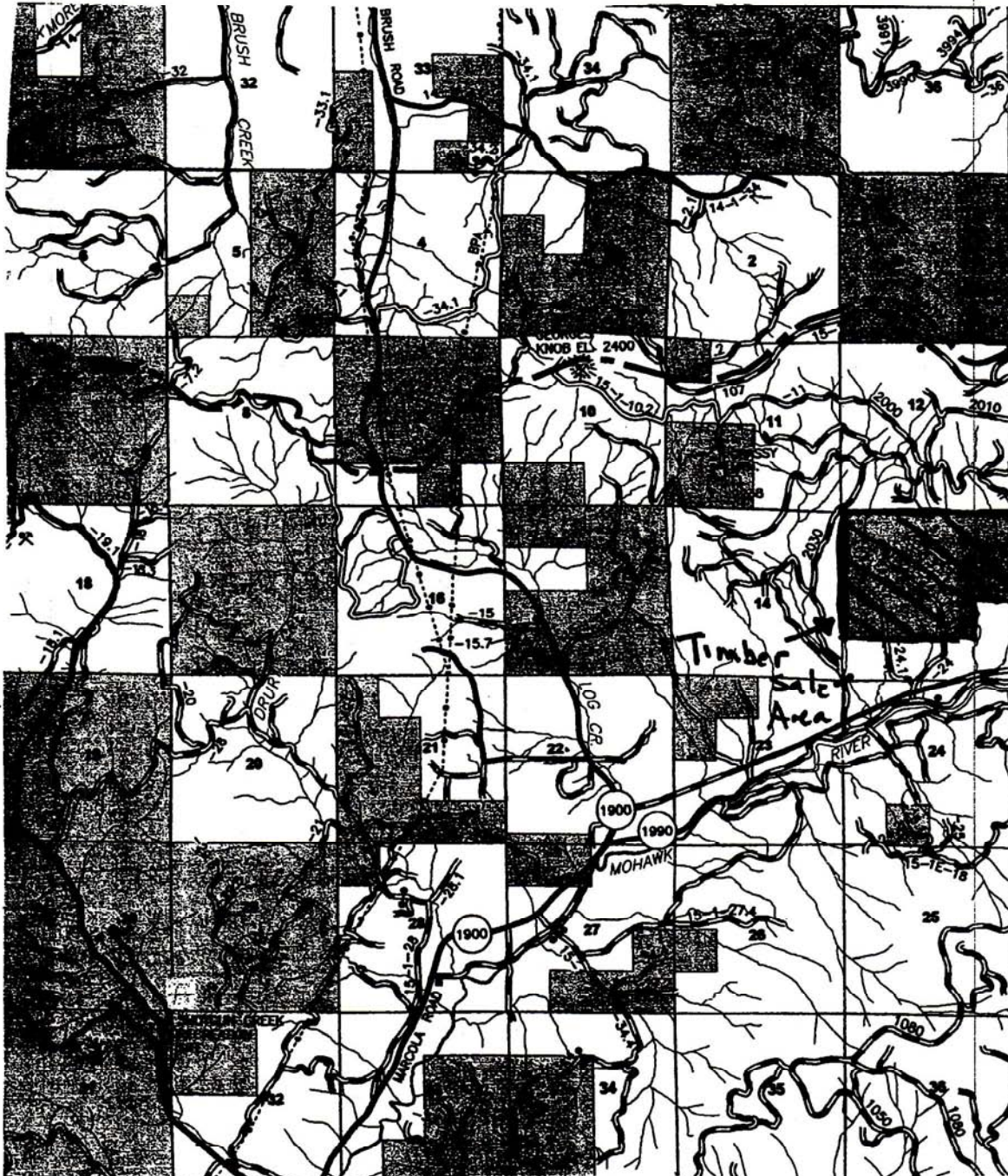
RANGE

01 W.

SECTION

13

SCALE 1" = 1 MILE

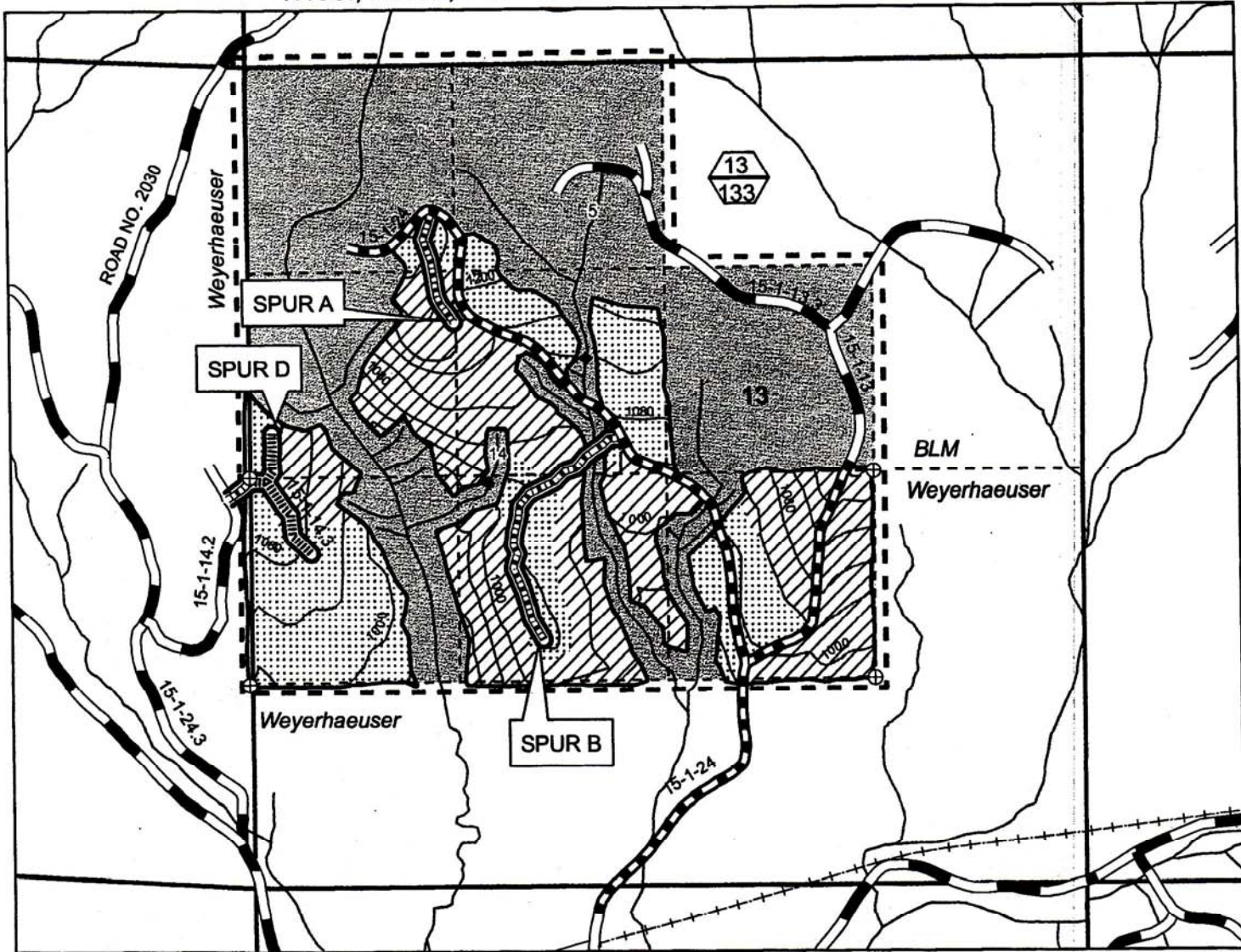




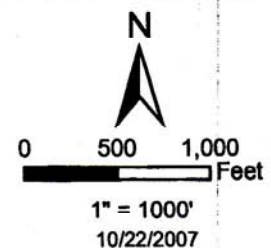
**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

**EXHIBIT "A"
SHEET 1 of 1**

SALE NAME: MOHAWK RIVER TIMBER SALE CONTRACT NO.: OR090-TS08-674
T.15S., R01W., SEC. 13 WILL. MER., EUGENE DISTRICT



Legend			
	PARTIAL HARVEST AREA - BLAZED, POSTED, PAINTED		EXISTING ROADS
	PARTIAL HARVEST AREA - CABLE YARDING		ROAD TO BE RENOVATED
	PARTIAL HARVEST AREA - GROUND BASED YARDING		NEW CONSTRUCTION - ROCK
	BOUNDARY - CONTRACT AREA		NEW CONSTRUCTION - NATURAL
	RESERVE AREA		SECTION LINES
	SUBDIVISIONAL LINES		STREAMS
	CORNER FOUND - BTs Reserved		40 FT. CONTOURS
	SEDIMENT DAM		UNIT NUMBER (TOP) / UNIT ACRES (BOTTOM)



GRAND TOTAL SECTION 13	
TOTAL PARTIAL HARVEST AREA	- 133.0 ACRES
TOTAL ROAD RIGHT-OF-WAY C. C.	- 3.0 ACRES
TOTAL RESERVE AREA	- 84.0 ACRES
TOTAL CONTRACT AREA	- 320.0 ACRES

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

Partial Harvest acres shown on Exhibit A have been computed using a Trimble ProXR Global Positioning System receiver and Criterion laser. Acreage was calculated based on Global Positioning System traverse procedures including differential correction and Criterion laser.

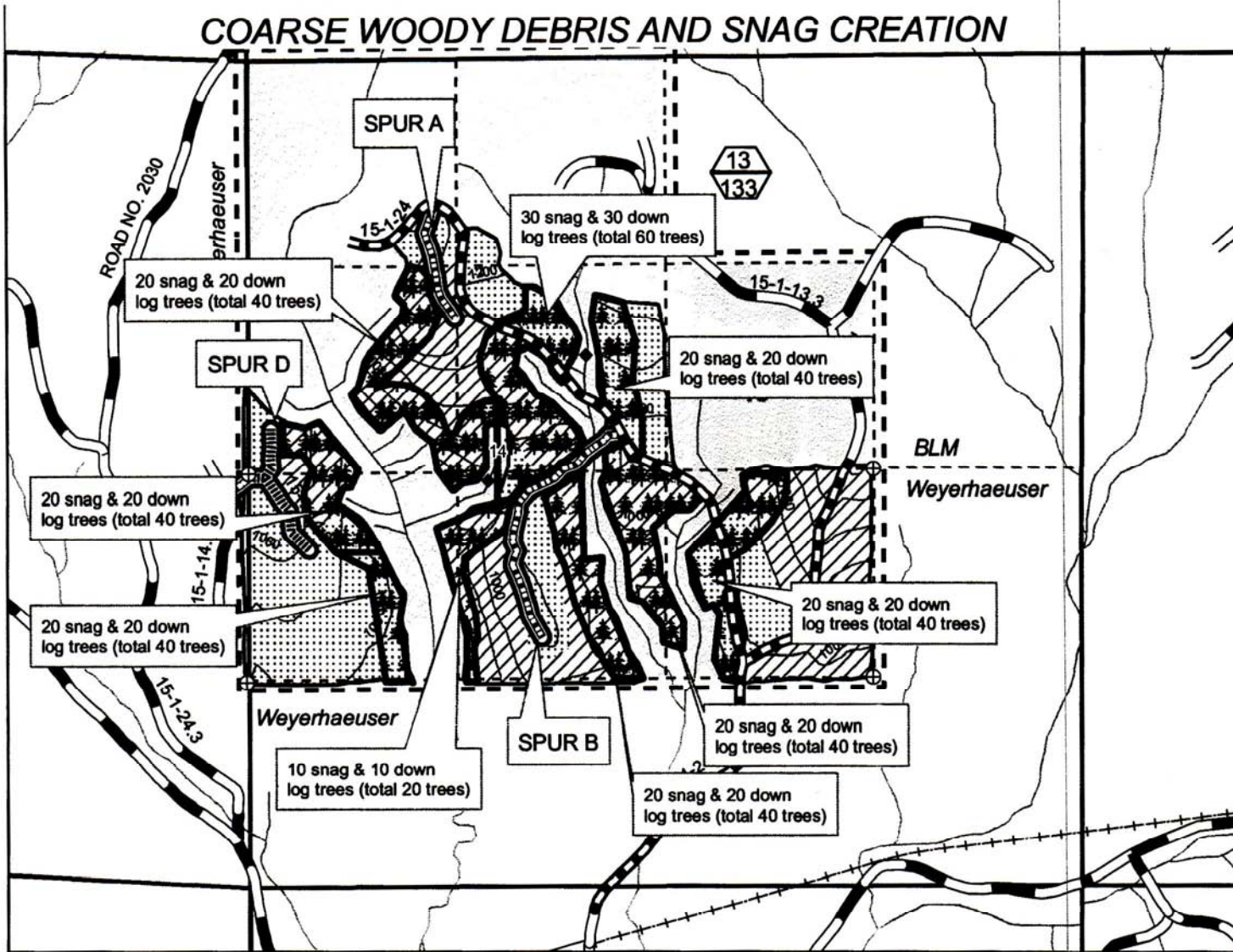


**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

**EXHIBIT "A-1"
SHEET 1 of 1**

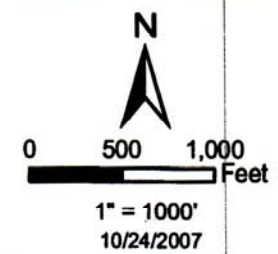
SALE NAME: MOHAWK RIVER TIMBER SALE CONTRACT NO.: OR090-TS08-674
T.15S., R01W., SEC. 13 WILL. MER., EUGENE DISTRICT

COARSE WOODY DEBRIS AND SNAG CREATION



Legend

PARTIAL HARVEST AREA - BLAZED, POSTED, PAINTED	COARSE WOODY DEBRIS & SNAG CREATION AREAS
PARTIAL HARVEST AREA - CABLE YARDING	EXISTING ROADS
PARTIAL HARVEST AREA - GROUND BASED YARDING	ROAD TO BE RENOVATED
BOUNDARY - CONTRACT AREA	NEW CONSTRUCTION - ROCK
RESERVE AREA	NEW CONSTRUCTION - NATURAL
SUBDIVISIONAL LINES	SECTION LINES
CORNER FOUND - BTs Reserved	STREAMS
SEDIMENT DAM	40 FT. CONTOURS
	UNIT NUMBER (TOP) / UNIT ACRES (BOTTOM)



GRAND TOTAL SECTION 13	
TOTAL PARTIAL HARVEST AREA	- 133.0 ACRES
TOTAL ROAD RIGHT-OF-WAY C. C.	- 3.0 ACRES
TOTAL RESERVE AREA	- 84.0 ACRES
TOTAL CONTRACT AREA	- 320.0 ACRES

United States Department of the Interior
Bureau of Land Management
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Partial Harvest acres shown on Exhibit A have been computed using a Trimble ProXR Global Positioning System receiver and Criterion laser. Acreage was calculated based on Global Positioning System traverse procedures including differential correction and Criterion laser.

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management

District: Eugene

ATSP Tract No.: E-08-674

ADP: 04-674

Sale Name: Mohawk River

Stumpage Computation

Species	Realization Value	Mfg. Costs (-)	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marginal* Logs (+)	Stumpage*
Douglas-fir			\$449.76	\$269.62	\$40.48		\$139.66
W. hemlock			\$342.96	\$269.62	\$30.87		\$42.47
Red Alder			\$560.00	\$269.62	\$50.40		\$239.98
Wt. Average			\$446.41				\$136.61

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

*Stumpage value reduced 10% to market value

Appraised Price Summary

TEA _____ RVA _____ Mkt value X
 (Check one)

Number Trees		Species	Volume	Appraised Price		Bid Price	
Un-Merch	Merch			\$/M	Value	\$/M	Value
	10,266	Douglas-fir	1,880	\$126.00	\$236,880.00		
	493	W. hemlock	62	\$38.00	\$2,356.00		
	12	Red Alder	1	\$216.00	\$216.00		
	10,771	Totals:	1,943		\$239,452.00		

Log Grades (By Percent)

Species	Code #1	#2	#3	2 Saw	3 Saw	4 Saw
				#4	#5	#6
Douglas-fir				33.0%	56.0%	11.0%
Western hemlock				28.0%	59.0%	13.0%
Red Alder					81.0%	19.0%

Appraised By Chris Haubrich Date 9/07
 Appraisal Reviewed By Jodi Reynolds Date 10/07

EUGENE DISTRICT
SIUSLAW RESOURCE AREA

PARCEL NO.: 4
SALE DATE: November 29, 2007

Tract No. E-07-533 Trivial Tempest
Lane County, Oregon: O&C

Bid Deposit Required: \$44,500.00

All timber designated for cutting on NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, Section 1; N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$,
Section 13; T20S, R6W, 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
2,957	6,295	Douglas-fir	3,393	\$131.00	\$ 444,483.00
<u>2</u>	<u>5</u>	Western hemlock	<u>3</u>	\$ 65.00	<u>195.00</u>
2,959	6,300	Total	3,396		\$ 444,678.00

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

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

CRUISE INFORMATION: All species in the right-of-ways have been cruised using the 3P system to select sample trees. A map showing the locations and descriptions of these sample trees is available at the Eugene District Office. Volume for all Douglas-fir trees in the Partial Harvest Areas has been variable-plot cruised. Plot data is then used to calculate v-bar and basal area per acre using the National Cruise Program. The basal area was determined with a Relaskop using a 20 BAF. This sale contains a total of 230 plots. To determine v-bar, 96 sample trees were randomly selected on these plots. A map showing the locations of the sample trees is available at the Eugene District Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 11.9" DBHOB; the average log contains 37 bd. ft.; the total gross volume is approximately 3,527 MBF; and 96% recovery is expected.

CUTTING AREA: Two areas totaling approximately 230 acres must be partial harvested and approximately 5 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;
4. Roads covered by Right-of-Way and Road Use Agreement E-51 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 agreement 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.
5. Roads covered by Right-of-Way and Road Use Agreement E-431 between Roseburg Resources Company and the United States. In the use of private roads, the Purchaser shall enter into a license agreement with Roseburg Resources Company. The license agreement shall be delivered to Roseburg Resources 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 road use fees of \$2,319.40 to Weyerhaeuser, and perform maintenance, or at Weyerhaeuser's option, pay road maintenance and rockwear fees estimated at \$740.17. The Purchaser shall pay rockwear fees estimated at \$22.33 to Roseburg Resources Company. The Purchaser shall pay BLM a road maintenance fee of \$3,372.33 and a rockwear fee of \$2,401.13. 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.

PRE-HAUL MAINTENANCE: Brushing shall be required on Road Nos. 20-6-13.6 and 20-6-13.7. The length of these roads is 0.46 miles and the cost estimated for brushing is \$2,677.98.

ROAD CONSTRUCTION/RENOVATION: Required

Landing A; Spurs A and B; Roads No. 20-6-1.72, -13.1; -13.71, -13.72, -13.73, -13.74, -13.75, and -13.76

Class: SN-14

Length: 74.55 stations

Total estimated construction cost: \$30,957.91

Special Requirements in Road Construction/Renovation:

- Operations limited to periods of dry weather.
- Construction of Landing A, Spur B, and Roads No. 20-6-13.74 and 20-6-13.75 may not occur between March 1 and July 7 of each year.
- Logger's choice spurs may be constructed that are no longer than 200 feet long and located at least 210 feet from any stream. The spurs must be built under the same seasonal restrictions and to the same specifications as Spurs A and B.
- The Purchaser shall comply with the terms of a facility permit from Lane County Department of Public Works to establish an approach onto County Road No. 4390 from Road No. 20-6-13.74 and from Landing A onto County Road No. 4390.

CULVERT REPLACEMENT: Two stream culvert installations required

Road No: 20-6-13

Class: SN-16

Culverts

Diameter: 72" Length: 68'

Diameter: 72" Length: 66'

Total estimated culvert replacement cost: \$50,581.27

Special Requirements in Culvert Replacement: Construction activity for in-stream work shall take place between July 1 and September 15 of any year during the contract duration. Refer to Exhibit C for detailed requirements.

DURATION OF CONTRACT: Duration of the contract will be 36 months for cutting and removal of timber.

SPECIAL PROVISIONS: The contract will contain special provisions regarding culvert replacement, 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.

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

- The designation and sale of additional timber, such as corridor and guylines trees, at contract price, as necessary to facilitate safe and efficient logging. Such trees may be felled and removed when they are painted by the Authorized Officer;
- Sale of additional timber volume at current fair market value where the species and/or size of trees are not representative of the forest stand(s) being thinned;
- The use of unilateral modifications executed by BLM for such additional timber;
- Revocation of the Purchaser's right to cut additional timber if the Authorized Officer determines that trees have been cut and removed that were not previously marked and approved for cutting and removal by the Authorized Officer.
- It is estimated that approximately 68 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 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:

- The construction, use, and decommissioning of Landing A, Spurs A and B, any logger's choice spurs, and skid trails tributary to any of them shall be limited to one operating season.
- Upon completion of hauling, the Purchaser shall decommission skid trails and renovated roads. The Purchaser shall use decompaction equipment, such as a track mounted excavator, as follows: Purchaser shall place these roads in an erosion-resistant condition by decompacting the soil along the extent of dirt-surfaced roads and skid trails, eliminating potholes and ruts, placing logging slash where available on decompacted road and skid trail surfaces and constructing waterbars. Purchaser shall re-contour ditchlines where possible and shall remove cross drains and dispose of them off of government property in a legal manner.
- With the exceptions of loading and hauling, no operations shall occur within the Special Owl Operating Area between March 1 and July 7 of each year, both days inclusive.
- Prior to beginning operations in Partial Harvest Area No. 2 within a tree length of the overhead powerlines shown on Exhibit A, the Purchaser shall contact Lane Electric Co-operative. All trees designated for cutting within 150 feet of the overhead powerline and County Road No. 4390, where they pass through Partial Harvest Area No. 2 as shown on Exhibit A, shall be felled away from the overhead powerline and County Road No. 4390.
- The Purchaser shall provide sufficient flag persons and signs to control traffic on County Road No. 4390 where it passes through Partial Harvest Area No. 2 as shown on Exhibit A, whenever felling, yarding, or hauling operations present a hazard to traffic on the road.
- Prior to beginning construction of Landing A and renovation of Road No. 20-6-13.74, the Purchaser shall verify the location of an underground cable by Qwest Buried Cable Location Services at 1-800-496-3549.
- No yarding operations or hauling shall be conducted on natural surfaced roads during periods of wet weather.
- Hauling on Road No. 20-6-12.2 and Road No. 20-6-12.1 to its junction with Road No. 20-6-12.2 may occur during periods of wet weather. Hauling on other rocky roads shall be conducted during dry season conditions as determined by the Authorized Officer.
- All coniferous trees greater than 20.0" in diameter at breast height are reserved where possible. Trees greater than 20.0" dbh felled for safety purposes shall be retained on site.
- Yarding **shall** be done with a carriage equipped skyline capable of yarding 1,500 feet slope distance in the Partial Harvest Areas on slopes greater than 35%.
- Downhill cable yarding to Road No. 20-6-13 may be necessary.
- Yarding over Stream 1 in Partial Harvest Area No. 1 shall not be allowed. When yarding over other streams, full suspension shall be required.
- In the Partial Harvest Areas 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. When skidding within 210 feet of any stream, new skid trails shall be located at least **75 feet** from the posted boundary.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing pile burning or contributing \$428.40 in lieu thereof. The option must be declared prior to contract execution.

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

To Partial Harvest Area 2

- From Lorane, proceed on Siuslaw River Road (County Rd. No. 4393/4390) west for approximately 7 miles, to Road No. 20-6-13. Turn south onto Road No. 20-6-13 and follow the Timber Sale Area signs to the Partial Harvest Area.

To Partial Harvest Area 1

- From Partial Harvest Area 2, return to Siuslaw River Road and proceed west for approximately 1 mile to Road No. 20-6-12.1. Turn north on Road No. 20-6-12.1 and travel approximately 2 miles. Follow the Timber Sale Area signs to the Partial Harvest Area.

Seasonal Restriction Matrix

		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
		1	15	1	15	1	15	1	15	1	15	1	15
Restricted Times are Shaded													
Felling, yarding or loading													
<u>Partial Harvest Areas</u>													
<ul style="list-style-type: none"> April 15 – June 15, both days inclusive, for sap flow Restriction may be conditionally waived 													
<u>Special Operating Area</u>													
<ul style="list-style-type: none"> March 1 – July 7, both days inclusive Waivers will not be granted for sap flow 													
Ground-based yarding													
<u>Partial Harvest Areas</u>													
<ul style="list-style-type: none"> Typically October 1 – July 1; may vary due to weather conditions 													
Right-of-way logging and clearing													
<u>Right-of-Way Areas</u>													
<ul style="list-style-type: none"> Typically October 15 – May 31; may vary due to weather conditions 													
Yarding on natural-surfaced roads;													
Hauling on Roads No. 20-6-13, -13.1, -13.6, -13.7, -12.1 above junction with -12.2													
<u>Partial Harvest Areas</u>													
<ul style="list-style-type: none"> Typically October 15 – May 31; may vary due to weather conditions Rocking of roads will not be permitted 													

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.

TIMBER SALE LOCATION MAP

Trivial Tempest

TOWNSHIP 20 S. RANGE 6 W. SECS. 1, 13

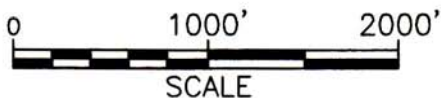
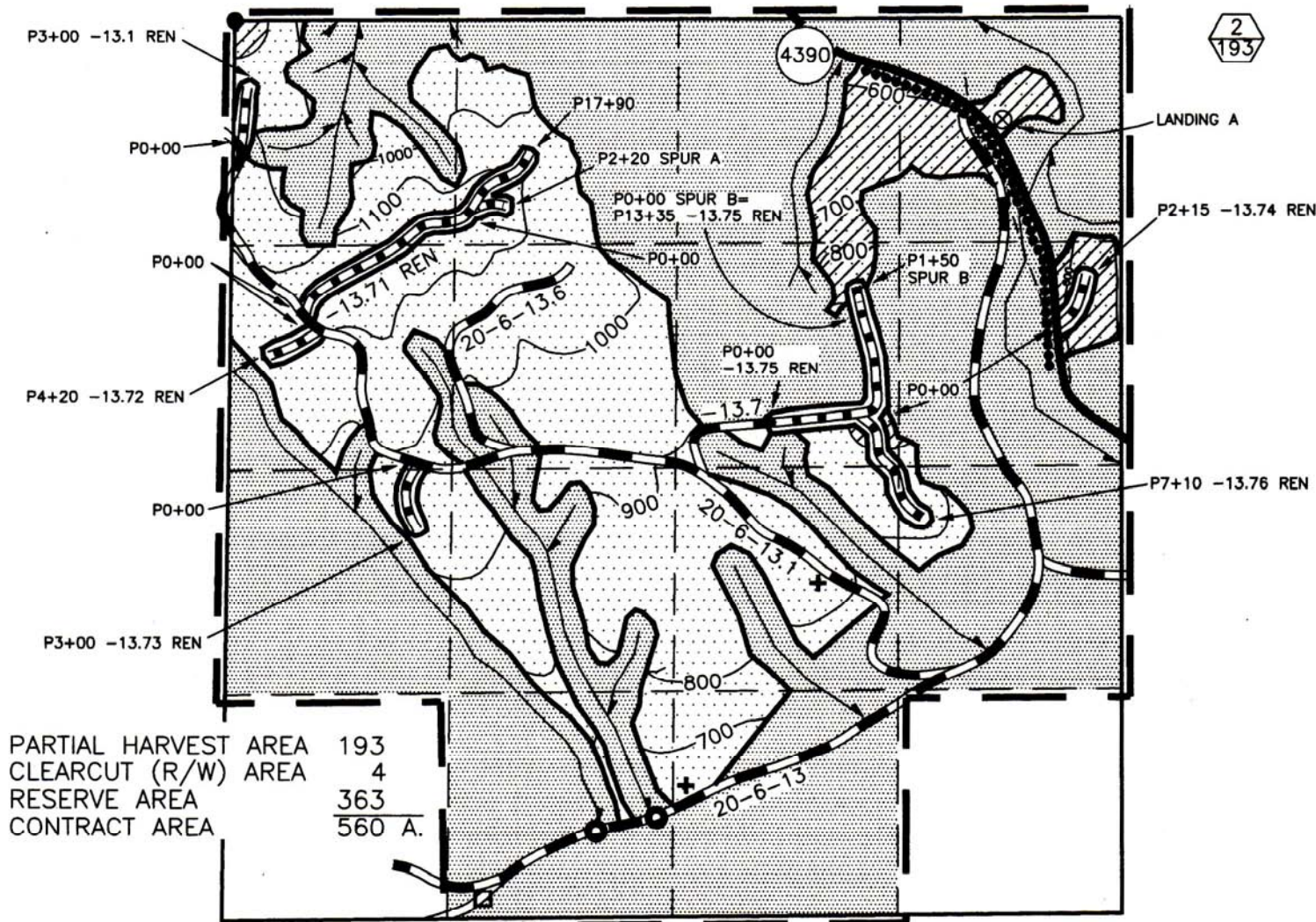


UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"
SHEET 2 OF 2

SALE NAME: TRIVIAL TEMPEST TIMBER SALE CONTRACT NO.: OR090-TS08-533

T. 20S, R. 6W, SEC. 13, WILL. MER., EUGENE DISTRICT



LEGEND

- CLEARCUT AREA (R/W)
- PARTIAL HARVEST AREA
- RESERVE AREA
- SPECIAL OWL OPERATING AREA
- APPROXIMATE LOCATION OF LANDING TO BE CONSTRUCTED
- APPROXIMATE LOCATIONS OF CULVERTS TO BE REPLACED (2)
- APPROXIMATE LOCATION OF WASTE AREA
- BOUNDARY - CONTRACT AREA
- BOUNDARY - CUTTING AREA (BLAZED, PAINTED & POSTED)
- ROAD TO BE CONSTRUCTED
- ROAD TO BE RENOVATED
- ROCK SURFACED ROAD
- PAVED ROAD
- CORNER FOUND
- APPROXIMATE LOCATION OF THE SUPERIOR TREE (2)
- STREAM
- PARTIAL HARVEST NUMBER ACREAGE WITHIN AREA
- APPROXIMATE LOCATION OF OVERHEAD POWERLINE
- APPROXIMATE LOCATION OF BURIED TELEPHONE CABLE

DATE: 09/06/07

OR-5420-1a
(June 1986)

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

District **Eugene**
ATSP Tract No. **E-07-533**
ADP No.
Sale Name **Trivial Tempest**

Species	Realization Value	Mfg. Costs (-)	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marg. * Logs (+)	Stumpage
Douglas-fir	---	---	414.72	246.74	37.32	---	130.66
Western hemlock	---	---	342.88	246.74	30.86	---	65.28
Wt. Average			414.65				130.94

*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
---	26,073	Douglas-fir	3,393	131.00	\$444,483.00		
---	13	W. hemlock	3	65.00	195.00		
---	26,086	TOTALS	3,396		\$444,678.00		

LOG GRADES (By Percent)

Species	Code #1	#2	#3	2 Saw	3 Saw	4 Saw
				#4	#5	#6
Douglas-fir				24.0	60.0	16.0
Western Hemlock				54.0	35.0	11.0

Appraised By: Jonathan Wilder
 Appraisal Reviewed By: Debra Wilson

Date: 3/07
 Date: 8/07

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.

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.

Bid Date

INDEPENDENT PRICE DETERMINATION CERTIFICATE

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

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 _____

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Sale Number

Bid Date

CASH BID BOND

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)

(Address)

(Name)

(Address)

(Name)

(Address)

(Name)

(Address)

(Witness)

(Address)

(Witness)

(Address)

IF CORPORATION, SIGN HERE

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.

If sale contract is executed, undersigned is liable for total purchase price 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

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et. seq.) requires us to inform you that:
This information is being collected to obtain data relevant to the operation of this timber sale contract.
This information will be used to administer our timber sale program.
Response to this request is required to obtain a benefit.

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.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 1 hr., 15 min. per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-873), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget Paperwork Reduction Project (1004-0013), Washington, D.C. 20503.

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.

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 use; (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.