

The Adobe Acrobat version of this Timber Sale Notice may include maps and tables that cannot be made compliant with the Americans with Disabilities Act (ADA), Section 508. For help with data or information, please contact Debra Wilson at the Eugene District Office at 541-683-6798.



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: Cynthia L. Phillips, Siuslaw Resource Area (541) 683-6776
Terry Ray, Upper Willamette Resource Area (541) 683-6417
Debra Wilson, Eugene District (541) 683-6798

PROSPECTUS REQUEST

Please send the following information for the timber sales to be sold on **August 25, 2011**.
(Check appropriate boxes)

Parcel No.	Sale Name	Prospectus	EXHIBITS AND APPRAISALS				
			Road			Slash Disposal	Other (indicate)
			Construction	Maintenance	Decom-missioning		
1	MJ Thin						
2	Turnpike						
3	Laure Edris						
4	Drury Creek						

Mail to:

Requested by: _____



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

July 27, 2011

This advertisement includes:

Parcel No. 1 – MJ Thin
Parcel No. 2 – Turnpike*
Parcel No. 3 – Laure Edris
Parcel No. 4 – Drury Creek*

*SBA SALE

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, 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON**. The timber sale will commence at 10:00 a.m. on Thursday, **August 25, 2011**.

A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and /or to modify or terminate the contract when necessary to:

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

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

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 July 27, 2011. 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, not 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.

LOG EXPORT AND SUBSTITUTION. All timber sales, including timber from Federal rights-of-ways, shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5424, as amended.

LOG EXPORT AND SUBSTITUTION RESTRICTIONS. Excepting Port-Orford-cedar, all timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The Purchaser shall bear any increased costs for log branding and painting.

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 the Drury Creek and Horsepower sales, and Findings of No Significant Impact have been documented. These documents are available for inspection as background for these sales at the Eugene District Office.

AN ENVIRONMENTAL ANALYSIS (EA) was prepared for the Upper Siuslaw Landscape Plan Project, which includes the MJ Thin, Turnpike, and Laure Edris sales areas. A Finding of No Significant Impact and Decision Record for the EA have been documented. A Documentation of NEPA Adequacy (DNA) has been documented for each of these sales. These documents are available for inspection as background for these sales at the Eugene District Office.

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.

Attachments:

- Form 5440-9
- Form 1140-4
- Form 1140-6
- Form 5450-22
- Form 5430-1
- SBA Form 723

EUGENE DISTRICT
SIUSLAW RESOURCE AREA

PARCEL NO.: 1
SALE DATE: August 25, 2011

Tract No. E-11-582 MJ Thin
Douglas County, Oregon: O&C

Bid Deposit Required: \$1,600.00

All timber designated for cutting on SW1/4NW1/4, N1/2SW1/4, SE1/4SW1/4, W1/2SE1/4 Section 33, T. 19 S., R. 8 W.;
and Lots 6, 7, and 11, Section 3, T. 20 S., R. 8 W., Will. Mer.

Estimated Volume 32' Log (MBF)	Estimated Volume (CCF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Approx. Price
309	635	Douglas-fir	340	\$42.60**	\$14,484.00
26	60	Western hemlock	32	\$28.80**	912.60
4	9	Red alder	4	\$46.80**	187.20
339	704	TOTALS	376		\$15,583.80

** 10% of Pond Value

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

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

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 Processing Program for estimating volume in 16-foot lengths. The volume was then expanded to a total sale volume. 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 10.8" DBHOB; the average log contains 31 bd. ft.; the total gross merchantable volume is approximately 357 MBF; and 95% recovery is expected.

CUTTING AREA: Two areas totaling approximately 43 acres must be partial harvested and approximately 2.5 acres of right-of-way must be clear cut.

ACCESS: Access to the sale is provided by:

1. Public roads;
2. BLM existing roads;
3. Roads covered by Right-of-Way and Road Use Agreement E-142 between Oxbow Timber 1, LLC and the United States. In the use of private roads, the Purchaser shall enter into a license agreement with Oxbow Timber 1, LLC. The license agreement shall be delivered to Oxbow Timber 1, LLC 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 rockwear fees estimated at \$207.10 to Oxbow Timber 1, LLC. The Purchaser shall pay BLM a road maintenance fee of \$3,672.43 and a rockwear fee of \$26.85. See Exhibit D map for specification of road maintenance responsibility. Only the map pages of Exhibit D are included in the Prospectus. Refer to the contract file for the full Exhibit D.

ROAD RENOVATION: Required

Road Nos: 19-8-33.2, 19-8-33.3, 19-8-33.71, 20-8-3.71

Class: SN-14

Length: 31.13 Stations

Total estimated excavation: 1,033 cubic yards

Total estimated renovation cost: \$11,025.17

Special Requirements in Road Renovation: Operations limited to periods of dry weather. Purchaser has the option to rock Road Nos. 19-8-33.2, 19-8-33.3, 19-8-33.71, and 20-8-3.71 for wet weather haul at Purchaser's expense.

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 renovation, road maintenance, logging methods, falling of snags, creation of snags, creation of coarse woody debris, prevention of erosion, 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.

It is estimated that approximately 51 MBF of additional timber, such as corridor and guyline trees, may be removed under the contract, but is not included in the advertised sale volume, nor is it included in the timber sale appraisal.

A revised Special Provision has been added to the contract which enables the Contracting Officer to allow the Purchaser to remove material from the Contract Area instead of disposing of slash by piling, covering and burning.

OTHER SPECIAL REQUIREMENTS:

- No yarding or hauling shall be conducted during periods of wet weather on natural surfaced roads.
- Operations shall not begin within the Special Operating Area until at least 2 hours after sunrise and shall cease at least 2 hours prior to sunset from April 1 through September 15 of each year, both days inclusive.
- Yarding shall be done with a carriage equipped skyline capable of yarding 1,400 feet slope distance in the Partial Harvest Areas on slopes greater than 35%. When yarding over streams, full suspension shall be required. Downhill yarding may be required.
- There are requirements for blocking and waterbarring roads between logging seasons.
- In Partial Harvest Area No. 1, the Purchaser shall, upon completion of yarding, select and fall 26 trees marked with orange paint above and below stump height with diameters at breast height (DBH) of 14-16 inches.
- In Partial Harvest Area No. 2, the Purchaser shall, upon completion of yarding, select and fall 30 trees marked with orange paint above and below stump height with a DBH of 12-14 inches.
- In Partial Harvest Area No. 1, the Purchaser shall, upon completion of yarding, select and girdle 75 trees marked with orange paint above and below stump height with a DBH of 12-16 inches.
- In Partial Harvest Area No. 2, the Purchaser shall, upon completion of yarding, select and girdle 54 trees marked with orange paint above and below stump height with a DBH of 12-14 inches.
- Upon completion of hauling, the Purchaser shall decommission skid trails and renovated roads. Decommissioning measures will take place during the dry season and include:
 - ™ Decomcompact with decompaction equipment, such as a track mounted excavator, skid trails and natural surfaced roads during the dry season.
 - ™ Construct drainage dips, waterbars and/or lead-off ditches, as directed by the Authorized Officer.
 - ™ Place logging slash, where available, on the entire road prism of decompacted natural surfaced roads and skid trails.
 - ™ Block roads at entry points, using stumps, slash, and/or cull logs, as directed by the Authorized Officer.
- **The Exhibit F contains explicit instruction on requirements for equipment and personnel involved in pile burning.**

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing pile burning or contributing \$496.97 in lieu thereof. The option must be declared prior to contract execution. Piling and pile covering are not included in the optional contribution and will remain the responsibility of the Purchaser.

If the Purchaser has made a contribution and later elects to remove all of the slash required to be piled, covered, and burned, the contribution will be refunded.

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

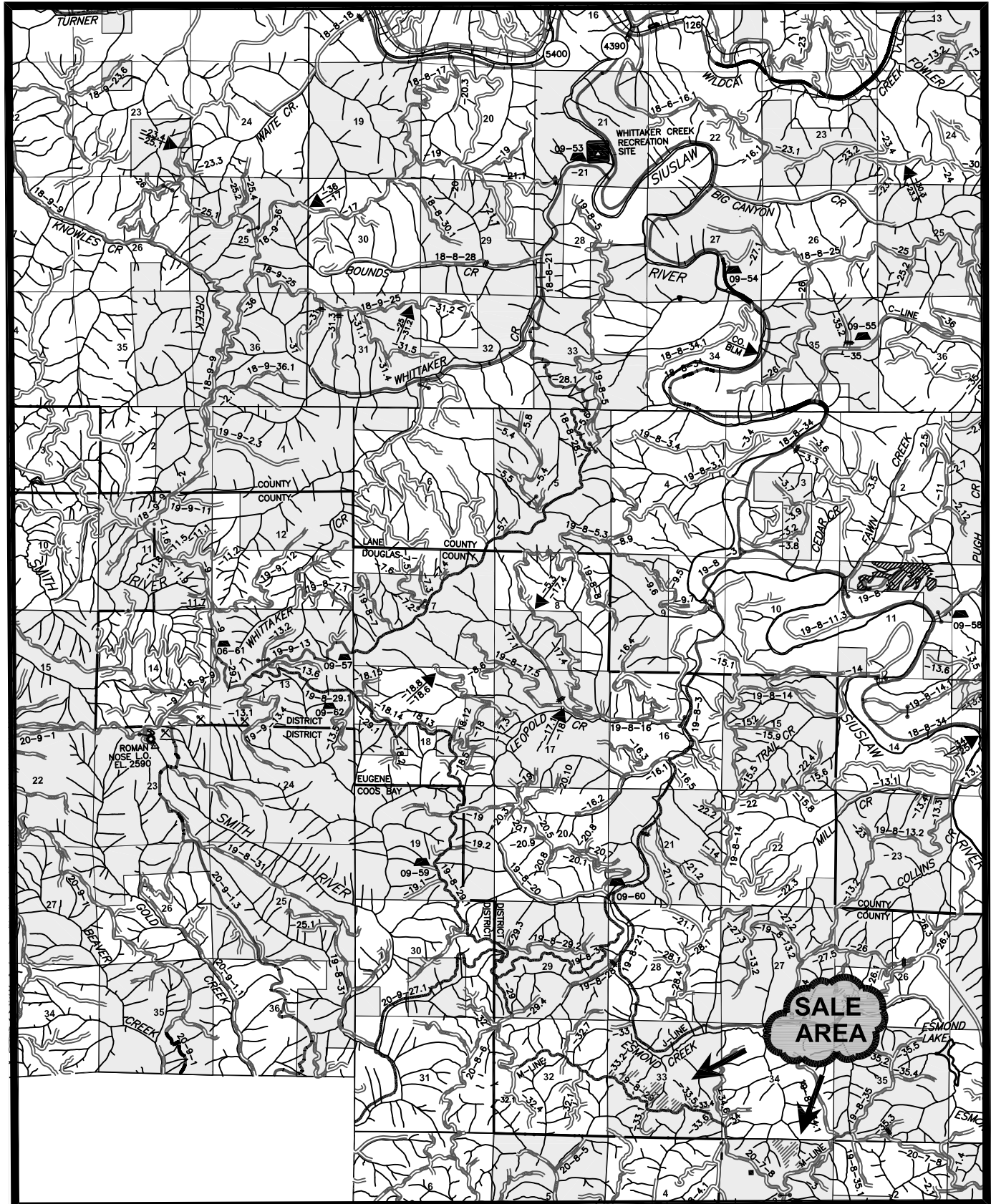
From Eugene, prospective bidders may proceed west on Highway 126 for approximately 43 miles. Turn south onto County Road 4390 and proceed south for approximately 6 miles to Road No. 18-8-34. Continue south on Road No. 18-8-34 for approximately 4 miles. Turn southwest onto Road No. 19-8-3 and continue for approximately 6 miles to Road No. 19-8-29. Turn southeast onto Road No. 19-8-29, proceed for approximately 3 miles, and follow the Timber Sale Area signs to the sale areas. Any other persons interested in visiting the timber sale site should first contact Christopher Finn at (541) 683-6421.

TIMBER SALE LOCATION MAP

MJ THIN

TOWNSHIP 19S. RANGE 8 W. SEC. 33

TOWNSHIP 20S. RANGE 8 W. SEC. 3



Seasonal Restriction Matrix

Restricted Times are Shaded and X'd; 2-hour daily timing restrictions are X'd

	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
All operations except haul																								
<u>Special Operating Area</u> ▪ April 1 – September 15, both days inclusive: operations shall not begin until 2 hours after sunrise and shall cease 2 hours prior to sunset																								
Felling, yarding or loading																								
<u>Partial Harvest Area</u> ▪ April 15 – June 15, both days inclusive ▪ Sap flow seasonal restriction may be conditionally waived																								
Ground-based yarding																								
<u>Partial Harvest Areas</u> ▪ Typically October 1 – June 30; may vary due to weather conditions																								
Right-of-way logging and clearing																								
<u>Right-of-Way Areas</u> ▪ Typically October 1 – May 31; may vary due to weather conditions																								
Hauling on natural surfaced roads																								
<u>Partial Harvest Areas</u> ▪ 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.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

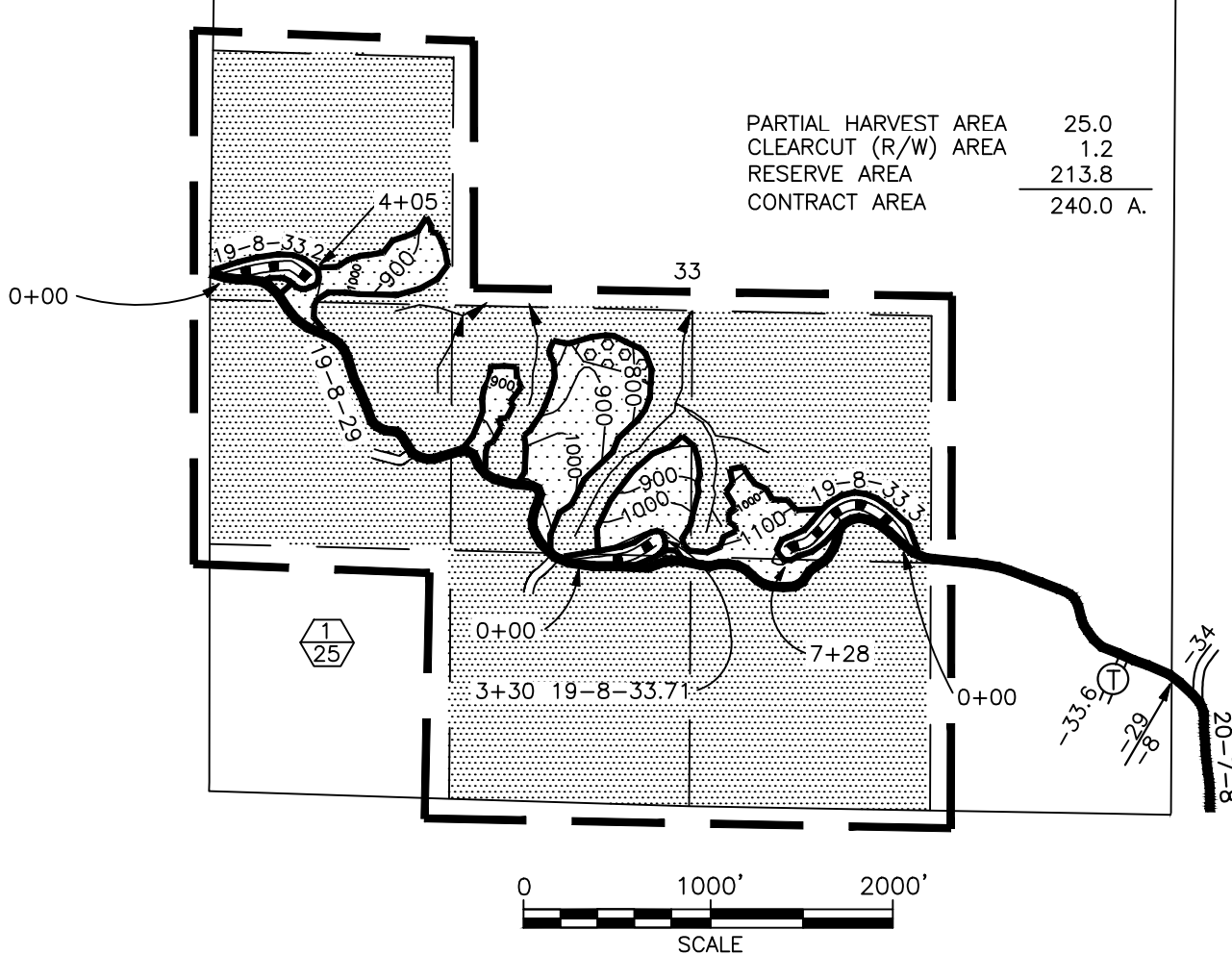
EXHIBIT "A"
SHEET 1 OF 2

SALE NAME: MJ THIN TIMBER SALE CONTRACT NO: OR090-TS11-582

T. 19 S., R. 8 W., SEC. 33 WILL. MER., EUGENE DISTRICT

TOTAL PARTIAL HARVEST AREA 43.00
TOTAL CLEARCUT (R/W) AREA 2.50
TOTAL RESERVE AREA 307.02
TOTAL CONTRACT AREA 352.52 A.

PARTIAL HARVEST AREA 25.0
CLEARCUT (R/W) AREA 1.2
RESERVE AREA 213.8
CONTRACT AREA 240.0 A.



LEGEND

- | | | | |
|--|---------------------------------|--|---|
| | PARTIAL HARVEST AREA | | BOUNDARY - CONTRACT AREA |
| | RESERVE AREA | | BOUNDARY - CUTTING AREA
(BLAZED, PAINTED & POSTED) |
| | SPECIAL OPERATING AREA | | PAVED ROAD |
| | CLEARCUT (R/W) AREA | | ROCK SURFACED ROAD |
| | PARTIAL HARVEST NUMBER
ACRES | | NATURAL SURFACED ROAD |
| | STREAM | | ROAD TO BE RENOVATED |
| | | | TRUCK TURNAROUND |

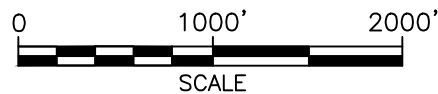
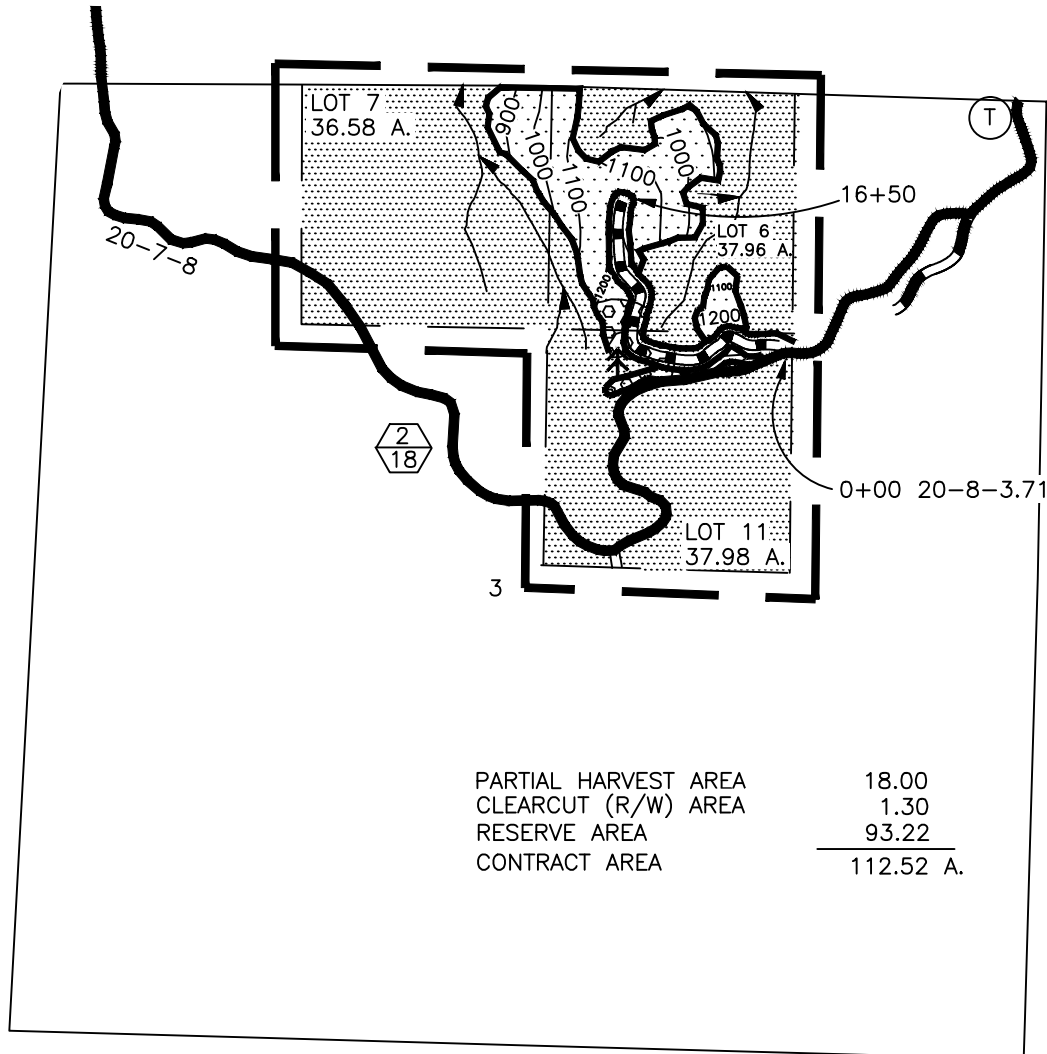
DATE: 5/5/11

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"
SHEET 2 OF 2

SALE NAME: MJ THIN TIMBER SALE CONTRACT NO: OR090-TS11-582

T. 20 S., R. 8 W., SEC. 3 WILL. MER., EUGENE DISTRICT



LEGEND

- | | | | |
|--|--|--|---|
| | PARTIAL HARVEST AREA | | BOUNDARY - CONTRACT AREA |
| | RESERVE AREA | | BOUNDARY - CUTTING AREA
(BLAZED, PAINTED & POSTED) |
| | SPECIAL OPERATING AREA | | PAVED ROAD |
| | CLEARCUT (R/W) AREA | | ROCK SURFACED ROAD |
| | PARTIAL HARVEST NUMBER
ACRES | | NATURAL SURFACED ROAD |
| | APPROXIMATE LOCATION OF
SPECIAL HABITAT TREES
(2 TREES, 1 CLUMP) | | ROAD TO BE RENOVATED |
| | | | TRUCK TURNAROUND |
| | | | STREAM |

DATE: 5/5/11

EUGENE DISTRICT
SIUSLAH RESOURCE AREA

SBA
SET-ASIDE SALE

PARCEL NO.: 2
SALE DATE: August 25, 2011

Tract No. E-12-590 Turnpike
Lane County, Oregon: O&C

Bid Deposit Required: \$3,000.00

All timber designated for cutting on W1/2NW1/4, N1/2SW1/4, E1/2SE1/4, Section 33, T. 19 S., R. 7 W.;
Lot 4, Section 3, T. 20 S., R. 7 W., Will. Mer.

Estimated Volume 32' Log (MBF)	Estimated Volume (CCF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Approx. Price
625	1,338	Douglas-fir	719	\$ 41.10**	\$ 29,550.90
5	10	Western hemlock	6	\$ 36.80**	220.80
630	1,348	TOTALS	725		\$ 29,771.70

** 10% of Pond Value

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.

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

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 Processing Program** for estimating volume in 16-foot lengths. The volume was then expanded to a total sale volume. 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 12.4" DBHOB; the average log contains 39 bd. ft.; the total gross merchantable volume is approximately 744 MBF; and 97% recovery is expected.

CUTTING AREA: Two areas totaling approximately 62 acres must be partial harvested and approximately 2 acres of right-of-way must be clear cut.

ACCESS: Access to the sale is provided by:

1. A public road;
2. BLM existing roads;
3. BLM roads to be constructed;
4. Roads covered by Right-of-Way and Road Use Agreement E-142 between Oxbow Timber 1, LLC and the United States. In the renovation and use of private roads, the Purchaser shall enter into a license agreement with Oxbow Timber 1, LLC. The license agreement shall be delivered to Oxbow Timber 1, LLC 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 rockwear fees estimated at \$354.96 to Oxbow Timber 1, LLC. The Purchaser shall pay BLM a road maintenance fee of \$2,314.06 and a rockwear fee of \$659.59. 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

Spur A

Class: SN-14

Length: 6.09 Stations

Total estimated excavation: 710 cubic yards

Total estimated construction cost: \$5,377.58

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

ROAD RENOVATION: Required

Suggested Rock Source: Commercial, Noti Area

Road Nos: 19-7-28, 19-7-28.1, 19-7-34.2

Class: SN-14

Length: 174.37 Stations

Surfacing: 1-1/2" minus

<u>Diameter:</u>	<u>Culverts:</u> <u>Length:</u>	<u>Number:</u>
18"	228'	6

Width: 14'

Compacted depth: 12"

Estimated quantity: 65 cu. yds. (truck measure)

Culvert bedding: 3/4" minus 150 cu. yds. (in place)

Total estimated renovation cost: \$21,078.96, including \$5,732.40 for surfacing and \$6,549.98 for culverts

Special Requirements in Road Renovation: Operations limited to periods of dry weather. Upon completion of culvert installation on Road Nos. 19-7-28 and 19-7-28.1, the surface course of the disturbed roadbed shall be restored with a 12" depth of 1-1/2" minus crushed rock material, applied in 4" compacted lifts, in accordance with Section 1200 of these plans. Prior to cutting, the Purchaser shall purchase right-of-way timber belonging to Oxbow Timber 1, LLC, on Road No. 19-7-34.2, at market price. If said timber is purchased prior to January 1, 2012, the cruise volume of 8.0 mbf (short log) will be acceptable. If said timber is not purchased prior to January 1, 2012, Oxbow Timber 1, LLC, opts to recruise the timber and sell based on the updated volume. The trees within the right-of-way of Road No. 19-7-34.2 that are NOT marked with blue paint belong to Oxbow Timber 1, LLC.

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 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.

It is estimated that approximately 63 MBF of additional timber, such as corridor and guyline trees, may be removed under the contract, but it is not included in the advertised sale volume, nor is it included in the timber sale appraisal.

A revised Special Provision has been added to the contract which enables the Contracting Officer to allow the Purchaser to remove material from the Contract Area instead of disposing of slash by piling, covering and burning.

OTHER SPECIAL REQUIREMENTS:

- No felling, yarding or loading shall be allowed in the Botany Reserve Area.
- No yarding or hauling shall be conducted during periods of wet weather on Road Nos. 19-7-28, 19-7-28.1, and 19-7-34.2 unless Purchaser opts to rock, or on natural surfaced roads.
- Due to gradients (adverse and favorable) greater than 20%, a truck assist may be required for hauling on Spur A and Road No. 19-7-28.1.
- Prior to beginning falling operations within Partial Harvest Area No. 1, the Purchaser shall fell girdled trees in the Special Falling Area that pose a safety hazard for operations. The Special Falling Area extends approximately 150 feet from the Partial Harvest Area boundary. Trees felled in the Special Falling Area shall be retained where felled, when possible.
- Yarding shall be done with a carriage equipped skyline capable of yarding 1,800 feet slope distance in the Partial Harvest Areas on slopes greater than 35%. When yarding over streams and wetlands, full suspension shall be required.
- In Partial Harvest Area No. 1, the Purchaser shall, upon completion of yarding, select and fall 83 trees marked with orange paint above and below stump height with diameters at breast height (dbh) of 14 inches or greater.
- In Partial Harvest Area No. 2, the Purchaser shall, upon completion of yarding, select and fall 69 trees marked with orange paint above and below stump height with a dbh of 14 inches or greater.
- In Partial Harvest Area No. 1, the Purchaser shall, upon completion of yarding, select and girdle 204 trees marked with orange paint above and below stump height with a dbh of 14-16 inches.
- In Partial Harvest Area No. 2, the Purchaser shall, upon completion of yarding, select and girdle 168 trees marked with orange paint above and below stump height with a dbh of 14-16 inches.

- There are requirements for blocking and waterbarring roads between logging seasons.
- Upon completion of hauling, the Purchaser shall decommission skid trails and natural surfaced roads. Decommissioning measures will take place during the dry season and include:
 - Decompact with decompaction equipment, such as a track mounted excavator, skid trails and natural surfaced roads during the dry season.
 - Construct drainage dips, waterbars and/or lead-off ditches, as directed by the Authorized Officer.
 - Place logging slash, where available, on the entire road prism of decompacted natural-surface roads and skid trails.
 - Block roads at entry points, using stumps, slash, and/or cull logs, as directed by the Authorized Officer.
- **The Exhibit F contains explicit instruction on requirements for equipment and personnel involved in pile burning.**

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing pile burning, or contributing \$520.39 in lieu thereof. The option must be declared prior to contract execution. Piling and covering are not included in the Optional Contribution and will remain the responsibility of the Purchaser.

If the Purchaser has made a contribution and later elects to remove all of the slash required to be piled, covered, and burned, the contribution will be refunded.

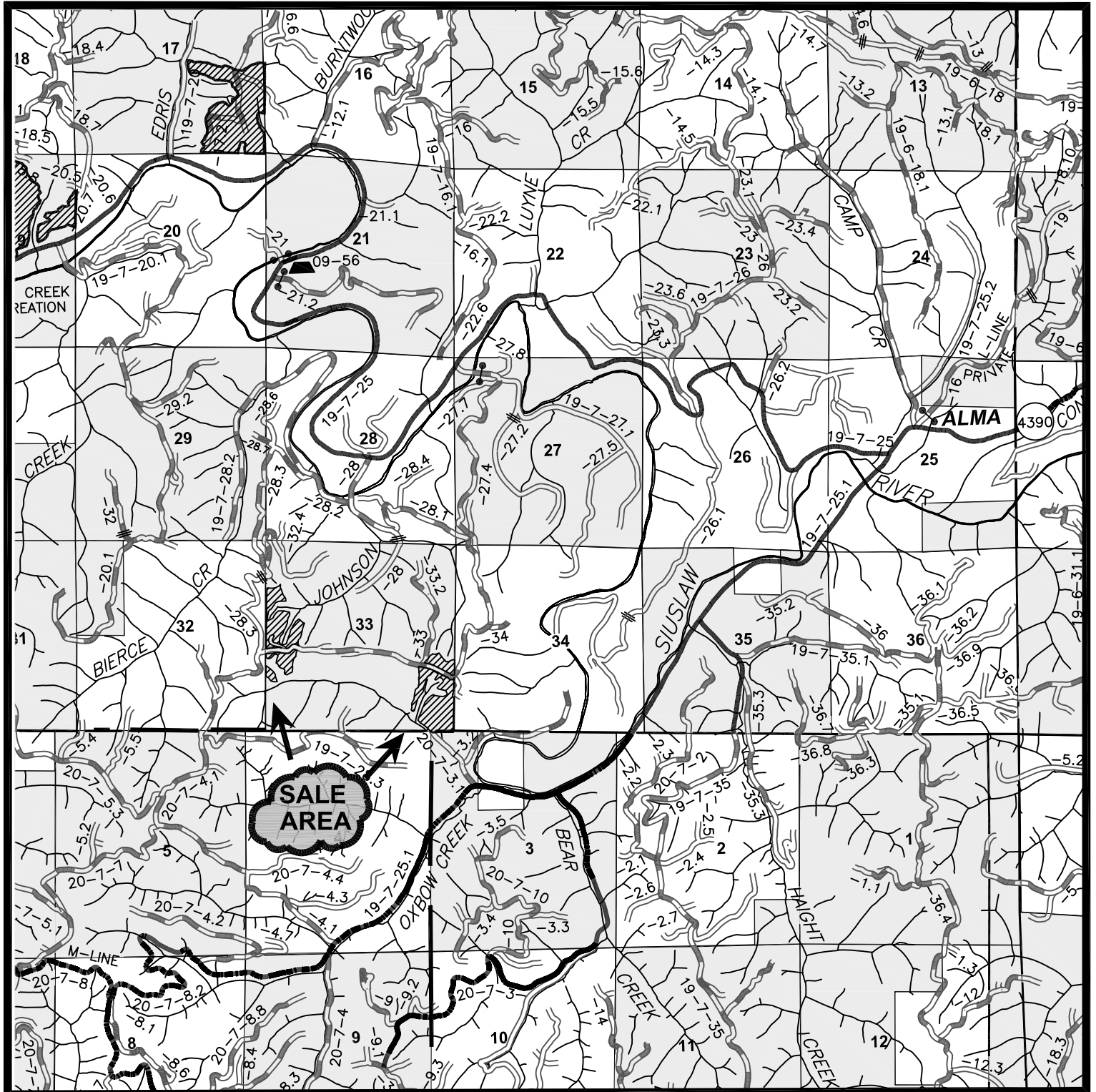
NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA:

From Wolf Creek Road, prospective bidders may proceed west on Upper Siuslaw Road (County Road 4390) for approximately 2 miles. Turn south onto Road No. 19-7-25.1 and proceed approximately 1/4 mile to Road No. 19-7-25. Turn west onto Road No. 19-7-25 and proceed approximately 4 miles. Turn south onto Road No. 19-7-28 and proceed approximately 1/2 mile. Turn north onto Road No. 19-7-28.1 and follow the Timber Sale Area signs to the sale area. Any other persons interested in visiting the timber sale site should first contact Christopher Finn at (541) 683-6421.

TIMBER SALE LOCATION MAP

TURNPIKE

TOWNSHIP 19 S. RANGE 7 W. SEC. 33



Seasonal Restriction Matrix

Restricted Times are Shaded and X'd

	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
Felling, yarding, or loading																								
<u>Partial Harvest Area</u> ■ April 15 – June 15, both days inclusive ■ Sap flow seasonal restriction may be conditionally waived																								
Ground-based yarding																								
<u>Partial Harvest Areas</u> ■ Typically October 1 – June 30; may vary due to weather conditions																								
Right-of-way logging and clearing																								
<u>Right-of-Way Areas</u> ■ Typically October 1 – May 31; may vary due to weather conditions																								
Hauling on natural surfaced roads and Road Nos. 19-7-28, 19-7-28.1, and 19-7-34.2, if not rocked																								
<u>Partial Harvest Areas</u> ■ 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.

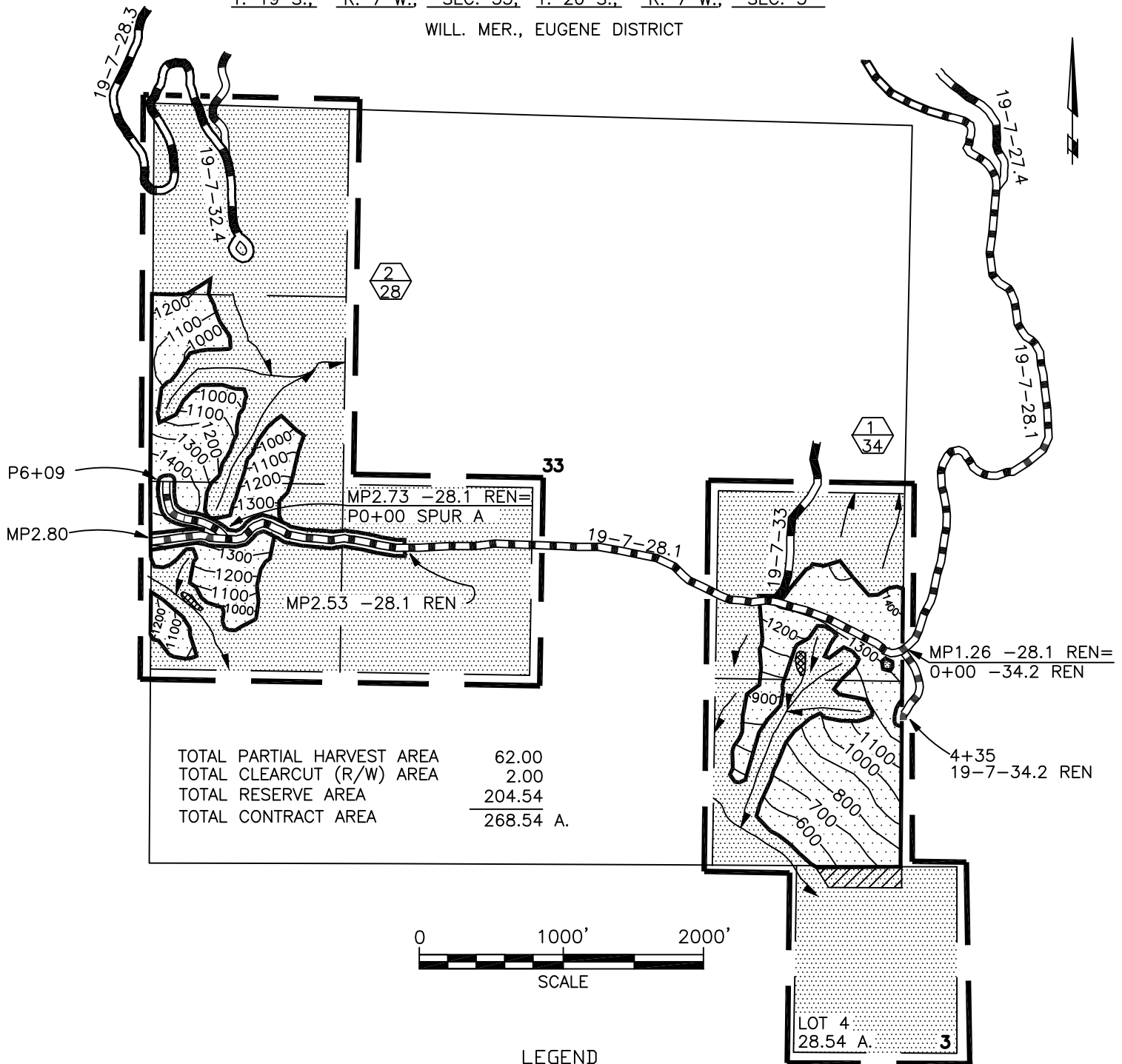
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"

SALE NAME: TURNPIKE TIMBER SALE CONTRACT NO: OR090-TS11-590

T. 19 S., R. 7 W., SEC. 33; T. 20 S., R. 7 W., SEC. 3

WILL. MER., EUGENE DISTRICT



TOTAL PARTIAL HARVEST AREA	62.00
TOTAL CLEARCUT (R/W) AREA	2.00
TOTAL RESERVE AREA	204.54
TOTAL CONTRACT AREA	268.54 A.

LEGEND

- | | | | |
|--|------------------------------|--|--|
| | PARTIAL HARVEST AREA | | BOUNDARY - CONTRACT AREA |
| | RESERVE AREA | | BOUNDARY - CUTTING AREA (BLAZED, PAINTED & POSTED) |
| | WETLAND | | ROCK SURFACED ROAD |
| | SPECIAL FALLING AREA | | ROAD TO BE CONSTRUCTED |
| | CLEARCUT (R/W) AREA | | ROAD TO BE RENOVATED |
| | BOTANY RESERVE AREA | | STREAM |
| | PARTIAL HARVEST NUMBER ACRES | | |

DATE: 6/29/11

EUGENE DISTRICT
SIUSLAW RESOURCE AREA

PARCEL NO.: 3
SALE DATE: August 25, 2011

Tract No. E-12-595 Laure Edris
Lane County, Oregon: O&C

Bid Deposit Required: \$29,400.00

All timber designated for cutting on SE1/4 Section 17; Lot 1, NE1/4, NW1/4SE1/4 Section 19, T. 19 S., R. 7 W.;
N1/2NE1/4, N1/2NW1/4 Section 11, T. 19 S., R. 8 W., Will. Mer.

Estimated Volume 32' Log (MBF)	Estimated Volume (CCF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Approx. Price
2,424	5,008	Douglas-fir	2,705	\$ 106.30	\$ 287,541.50
145	332	Western hemlock	180	\$ ** 31.20	\$ 5,616.00
2,569	5,340	TOTALS	2,885		\$ 293,157.50

** 10% of Pond Value

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.

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

CRUISE INFORMATION: Volume for all species in the right-of-ways has been cruised using the 3P system to select sample trees. The sample trees have been cruised and the volume computed using the **National Cruise Processing Program** for estimating volume in 16-foot lengths. The volume was then 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 species in the Partial Harvest Areas was variable plot cruised. The Partial Harvest Areas contain a total of 216 plots and 134 randomly selected sample trees. The tree count was determined with a Relaskop using a 20 BAF. Sample trees were randomly selected and volume expanded to a total Partial Harvest Area volume in 16-foot lengths using the **National Cruise Processing Program**. A map showing the location of the sample trees is available at the Eugene District Office.

With respect to gross merchantable Douglas-fir (sample) trees: The average tree is 12.3" DBHOB; the average log contains 39 bd. ft.; the total gross volume is approximately 2,806 MBF; and 96% recovery is expected.

CUTTING AREA Three areas totaling approximately 199 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 Agreements E-142 and E-308 between Oxbow Timber 1, LLC, and the United States. In the renovation and use of private roads, the Purchaser shall enter into a license agreement with Oxbow Timber 1, LLC. The license agreement shall be delivered to Oxbow Timber 1, LLC, 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 maintenance and rockwear fees estimated at \$16,022.33 to Oxbow Timber 1, LLC. The Purchaser shall pay BLM a road maintenance fee of \$8,767.44 and a rockwear fee of \$416.85. 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: Commercial, Noti Area

Spurs 2A, 2B, 3A and 3B

Class: SN-14

Length: 24.10 Stations

Total estimated excavation: 24 hours of tractor time.

Total estimated construction cost: \$14,569.87, including \$2,078.68 for surfacing and \$1,673.00 for culverts

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

Culverts:			
<u>Diameter:</u>	<u>Bedding</u>	<u>Length:</u>	<u>Number:</u>
18"	50 CY (Truck)	70'	2

ROAD RENOVATION: Required

Suggested Rock Source: Commercial, Noti Area

Spur 3C and Road Nos. 19-7-9.1C, 19-7-17.2, 19-7-18.7AB, 19-7-19, 19-7-20.7AB, 19-8-2.6AB, 19-8-2.11A and 19-8-11.3

Class: SN-14

Length: 89.85 Stations

Surfacing: 3" minus

Width: 14'

Compacted Depth: 6"

Estimated Quantity: 924 CY (truck measure)

Total estimated renovation cost: \$34,836.29, including \$26,631.82 for surfacing, and \$1,553.50 for culverts

Special Requirements in Road Renovation: Operations limited to periods of dry weather. Renovation of Road No. 19-7-17.2 shall not begin until at least 2 hours after sunrise and shall cease at least 2 hours prior to sunset from April 1 through September 15 of each year, both days inclusive.

Culverts:			
<u>Diameter:</u>	<u>Bedding</u>	<u>Length:</u>	<u>Number:</u>
18"	40 CY (Truck)	65'	2

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 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.

It is estimated that approximately 204 MBF of additional timber, such as corridor and guyline trees, may be removed under the contract, but it is not included in the advertised sale volume, nor is it included in the timber sale appraisal.

A revised Special Provision has been added to the contract which enables the Contracting Officer to allow the Purchaser to remove material from the Contract Area instead of disposing of slash by piling, covering and burning.

OTHER SPECIAL REQUIREMENTS:

- The Purchaser shall reserve approximately 85 trees in 16 groups marked with yellow paint above and below breast height. These trees shall not be felled or damaged during logging operations.
- The Purchaser shall reserve two Superior Trees marked with orange paint, an orange tree number, and a yellow metal seed tree tag.
- The Purchaser shall rock Road Nos. 19-8-2.6AB, 19-8-2.11A, and 19-8-11.3 for wet weather haul. If the Purchaser exercises the option to not rock any of these roads the purchase price will be increased by the cost of surfacing as appraised at the time of the sale.
- The Purchaser shall have the option to rock Spurs 2A and 2B and Road Nos. 19-7-9.1, 19-7-17.2A (portion), 19-7-18.7AB, and 19-7-20.7AB at the Purchaser's expense. Should Purchaser elect to rock these roads, an alternate haul route will be identified which allows haul during wet weather. Purchaser shall agree to a modification of the contract to provide for such use.
- Culvert replacements on Siuslaw Road may occur during the summers of 2012 through 2014 in Sections 16, 19 and 20, T.19 S., R.7 W. This may delay operations in Partial Harvest Area No. 3.
- No yarding, loading or hauling shall be conducted on natural surfaced roads and Road No. 19-6-9 during periods of wet weather, as determined by the Authorized Officer.

- With the exception of hauling, operations in the Special Operating Area shall not begin until at least 2 hours after sunrise and shall cease at least 2 hours prior to sunset from April 1 through September 15 of each year, both days inclusive. These restrictions shall not be waived.
- In Partial Harvest Area No. 2, the Purchaser shall, upon completion of yarding, select and fall 177 trees, and select and girdle 432 trees marked with orange paint above and below stump height with a dbh between 14-25 inches.
- In Partial Harvest Area No. 3, the Purchaser shall, upon completion of yarding, select and fall 171 trees, and select and girdle 438 trees marked with orange paint above and below stump height with a dbh between 14-25 inches.
- 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%.
- Upon completion of hauling, the Purchaser shall decommission skid trails, newly constructed roads and renovated roads. Decommissioning measures will take place during the dry season and include:
 - Decompact skid trails and natural surfaced roads with decompaction equipment, such as a track-mounted excavator, during the dry season.
 - Construct drainage dips, waterbars and/or lead-off ditches, as directed by the Authorized Officer.
 - Remove temporary crossdrains on Spurs 2B and 3A and Road Nos. 19-7-17.2 and 19-8-11.3. Stockpile temporary crossdrains from these roads at locations as directed by the Authorized Officer.
 - Remove the culvert located on Road No. 19-7-19 at the junction with Siuslaw Road and dispose of off government property in a legal manner.
 - Spur 3A and Road No. 19-7-19 shall require additional berms and ditches upon their entry into the Partial Harvest Area to facilitate drainage. The location of the berms and ditches shall be determined by the Authorized Officer.
 - Place logging slash, where available, on the road prism of decompacted, natural-surfaced roads and skid trails.
 - Block by using stumps, slash, root wads and/or cull logs as directed by the Authorized Officer. The location of these road blocks shall be determined by the Authorized Officer.
- **The Exhibit F contains explicit instruction on requirements for equipment and personnel involved in pile burning.**

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing pile burning or contributing \$465.82 in lieu thereof. Piling and covering of piles are not included in the Optional Contribution and will remain the responsibility of the Purchaser. The option must be declared prior to contract execution.

If Purchaser elects to *remove* material instead of performing piling, covering, and burning, and any pile burning is needed, there will be no refund of the optional contribution.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: Access to the sale is through a locked gate over private roads. Prospective bidders may obtain a key from the Eugene District Office and proceed to the sale area. Any other persons interested in visiting the timber sale site should first contact Christopher Finn at (541) 683-6421.

To access Partial Harvest Area No. 1:

From Eugene, travel west on Highway 126 to Siuslaw Road (County Road 4390). Turn south on Siuslaw Road and travel approximately 11 miles to Road No. 19-8-11. Proceed northeast on Road No. 19-8-11 to the gate on private land. Proceed through the gate and follow the Timber Sale Area signs to the sale area.

To access Partial Harvest Area No. 2:

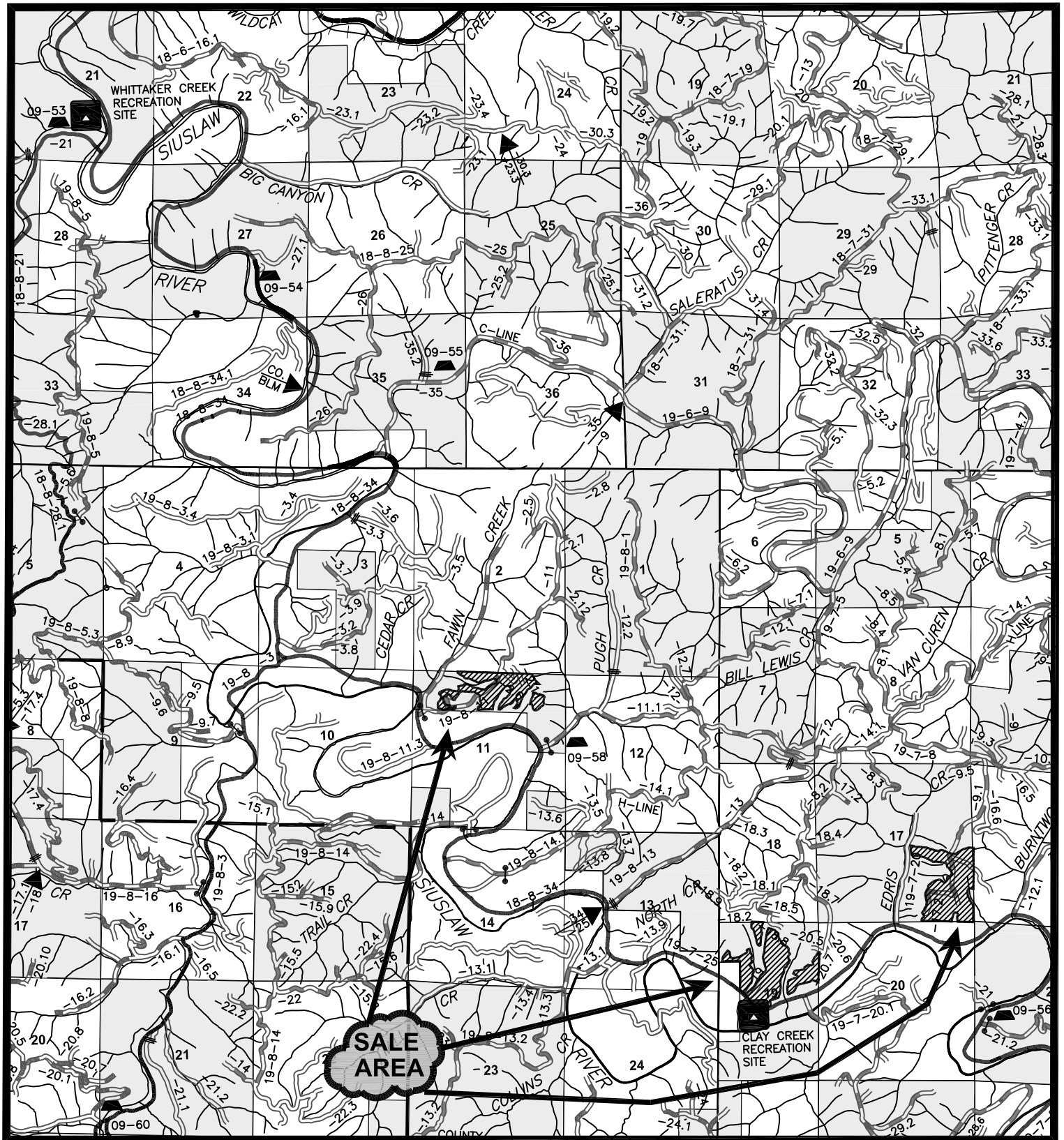
From the junction of Road No. 19-8-11 and Siuslaw Road, proceed southeast on Siuslaw Road approximately 1 mile to Road No. 19-8-11.1. Turn northeast on Road No. 19-8-11.1 and proceed approximately 1 mile to Road No. 19-8-14.1. Proceed east on Road No. 19-8-14.1 approximately 2 miles to Road No. 19-7-9.1. Proceed south on Road No. 19-7-9.1 for approximately 3/4 mile and follow the Timber Sale Area signs to the sale area.

To access Partial Harvest Area No. 3:

From the junction of Road No. 19-8-11 and Siuslaw Road, proceed southeast on Siuslaw Road approximately 1 mile to Road No. 19-8-11.1. Turn northeast on Road No. 19-8-11.1 and proceed approximately 1 mile to Road No. 19-8-14.1. Continue for approximately 1 mile to Road No. 19-8-8.2. Proceed south on Road No. 19-8-8.2 approximately 1 mile and follow the Timber Sale Area signs to the sale area.

From the junction of Road No. 19-8-14.1 and Siuslaw Road, proceed southeast on Siuslaw Road approximately two miles and follow the Timber Sale Area signs to the sale area. From this point, walk in to the sale area.

TOWNSHIP 19 S. RANGE 8 W. SEC. 11



Seasonal Restriction Matrix

Restricted Times are Shaded and X'd; 2-hour daily timing restrictions are X'd

	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
All operations except haul																								
<u>Special Operating Area</u> ▪ April 1 – September 15, both days inclusive: operations shall not begin until 2 hours after sunrise and shall cease 2 hours prior to sunset																								
Felling, yarding or loading																								
<u>Partial Harvest Areas</u> ▪ April 15 – June 15, both days inclusive ▪ Sap flow seasonal restriction may be conditionally waived																								
Ground-based yarding																								
<u>Partial Harvest Areas</u> ▪ Typically October 1 – June 30; may vary due to weather conditions																								
Right-of-way logging and clearing																								
<u>Right-of-Way Areas</u> ▪ Typically October 1 – June 30; may vary due to weather conditions																								
Yarding & Timber/Mineral hauling <i>on natural-surfaced roads.</i>																								
<u>Partial Harvest Areas</u> ▪ Typically October 15 – May 31; may vary due to weather conditions																								

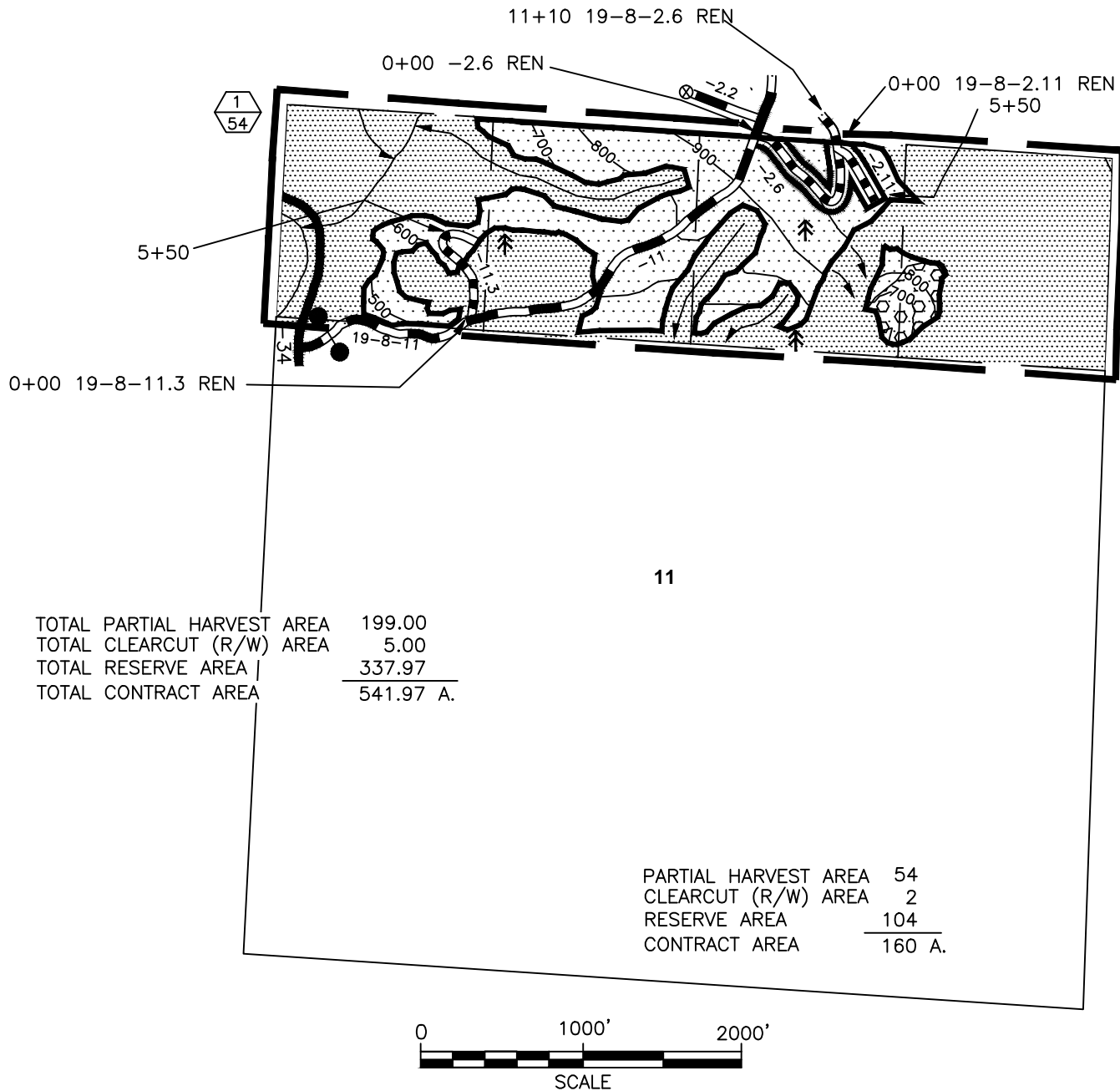
NOTE: This chart is for informational purposes only. Refer to Section 41 Special Provisions of the timber sale contract for exact date restrictions and stipulations.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"
SHEET 1 OF 3

SALE NAME: LAURE EDRIS TIMBER SALE CONTRACT NO: OR090-TS11-595

T. 19 S., R. 8 W., SEC. 11, WILL. MER., EUGENE DISTRICT



TOTAL PARTIAL HARVEST AREA	199.00
TOTAL CLEARCUT (R/W) AREA	5.00
TOTAL RESERVE AREA	337.97
TOTAL CONTRACT AREA	541.97 A.

PARTIAL HARVEST AREA	54
CLEARCUT (R/W) AREA	2
RESERVE AREA	104
CONTRACT AREA	160 A.

LEGEND

- | | | | |
|--|------------------------------|--|--|
| | PARTIAL HARVEST AREA | | ROCK SURFACED ROAD |
| | RESERVE AREA | | NATURAL SURFACE ROAD |
| | CLEARCUT (R/W) AREA | | ROAD TO BE RENOVATED |
| | SPECIAL OPERATING AREA | | BOUNDARY - CONTRACT AREA |
| | PARTIAL HARVEST NUMBER ACRES | | BOUNDARY - CUTTING AREA (BLAZED, PAINTED & POSTED) |
| | STREAM | | APPROXIMATE LOCATION OF SPECIAL HABITAT TREES (15) |
| | LANDING | | GATE |

DATE: 07/12/11

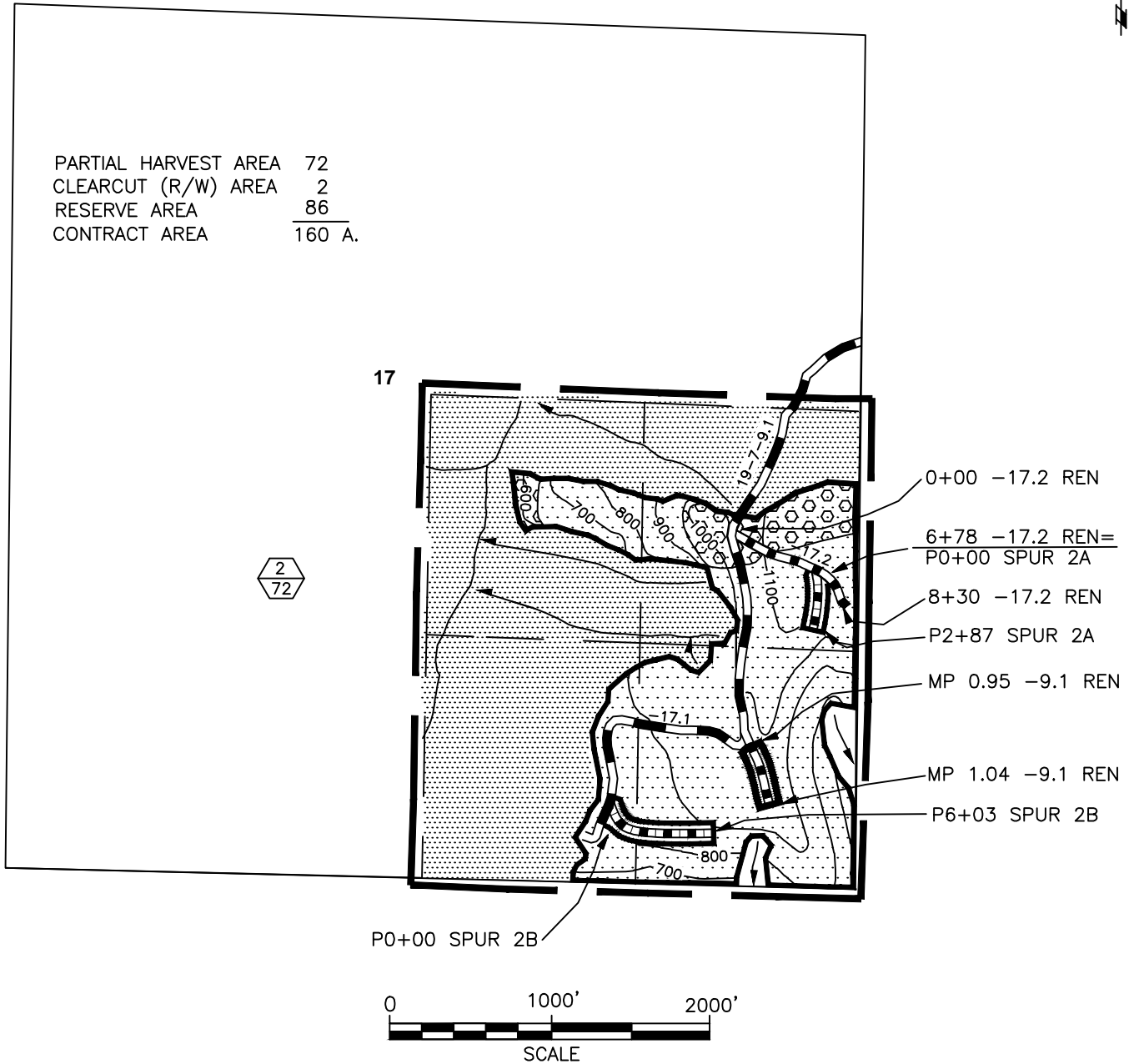
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"
SHEET 2 OF 3

SALE NAME: LAURE EDRIS TIMBER SALE CONTRACT NO: OR090-TS11-595

T. 19 S., R. 7 W., SEC. 17, WILL. MER., EUGENE DISTRICT

PARTIAL HARVEST AREA 72
CLEARCUT (R/W) AREA 2
RESERVE AREA 86
CONTRACT AREA 160 A.



LEGEND

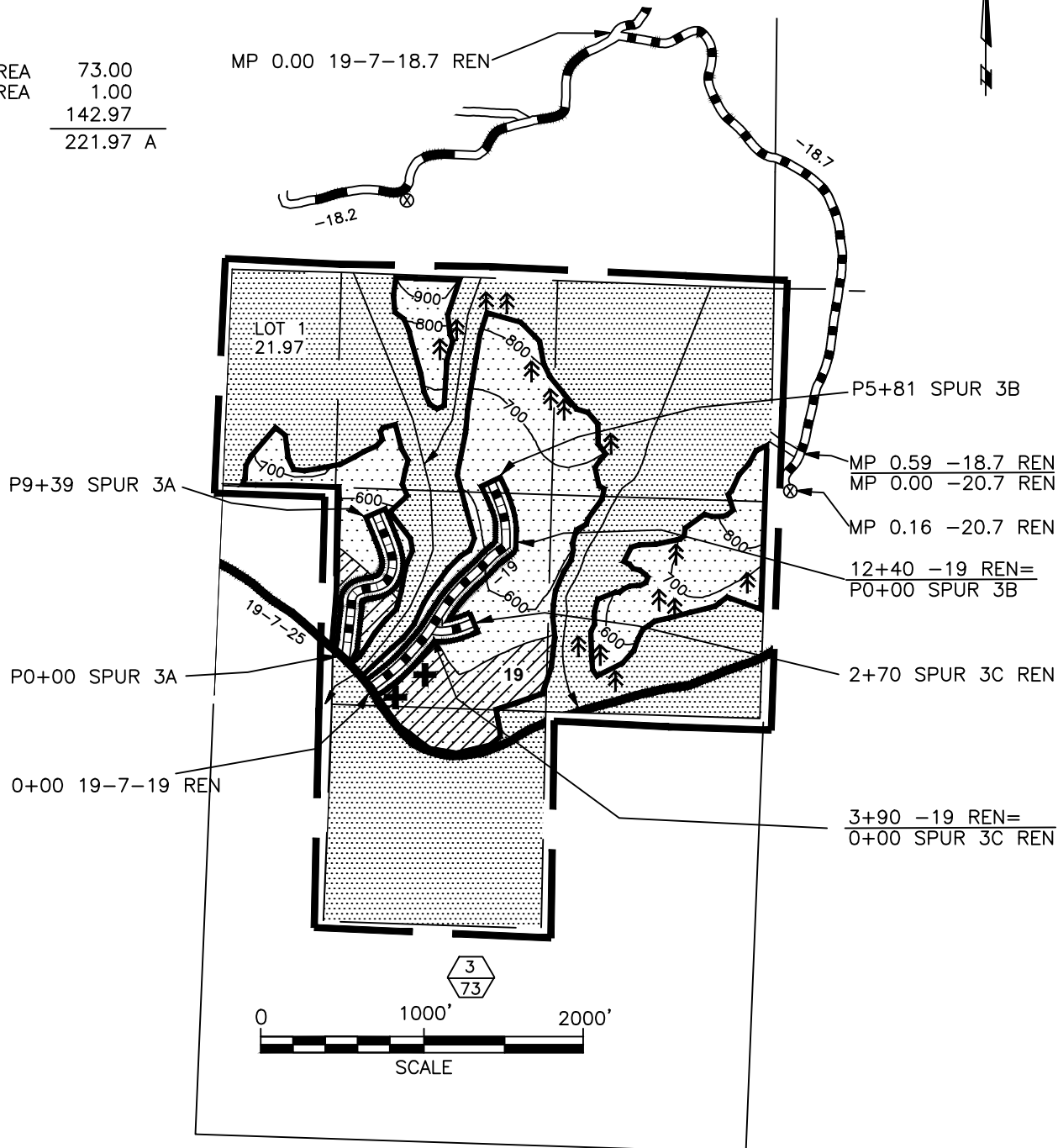
- | | | | |
|--|------------------------|--|--|
| | PARTIAL HARVEST AREA | | BOUNDARY - CONTRACT AREA |
| | RESERVE AREA | | BOUNDARY - CUTTING AREA (BLAZED, PAINTED & POSTED) |
| | CLEARCUT (R/W) AREA | | ROCK SURFACED ROAD |
| | SPECIAL OPERATING AREA | | ROAD TO BE CONSTRUCTED |
| | PARTIAL HARVEST NUMBER | | ROAD TO BE RENOVATED |
| | ACRES | | |
| | STREAM | | |

DATE: 07/12/11






EXHIBIT "A"
SHEET 3 OF 3





T. 19 S., R. 7 W., SEC. 19, WILL. MER., EUGENE DISTRICT








PARTIAL HARVEST AREA	73.00
CLEARCUT (R/W) AREA	1.00
RESERVE AREA	142.97
CONTRACT AREA	<u>221.97</u> A



LEGEND

-  PARTIAL HARVEST AREA
 RESERVE AREA
 CLEARCUT (R/W) AREA
 WHOLE TREE YARDING AREA
 PARTIAL HARVEST NUMBER ACRES

-  APPROXIMATE LOCATION OF SUPERIOR TREES (2)
 APPROXIMATE LOCATION OF SPECIAL HABITAT TREES (70)
 LANDING
 STREAM

-  BOUNDARY – CONTRACT AREA
 BOUNDARY – CUTTING AREA
 (BLAZED, PAINTED & POSTED)
 ROCK SURFACED ROAD
 PAVED ROAD
 NATURAL SURFACE ROAD
 ROAD TO BE CONSTRUCTED
 ROAD TO BE RENOVATED

EUGENE DISTRICT
UPPER WILLAMETTE RESOURCE AREA

SBA
SET ASIDE SALE

PARCEL NO.: 4
SALE DATE: August 25, 2011

Tract No. E-10-647 Drury Creek
Linn and Lane County, Oregon: O&C

Bid Deposit Required: \$ 72,500.00

All timber designated for cutting on W1/2NE1/4, SE1/4NE1/4, E1/2NW1/4, NE1/4SW1/4, W1/2SE1/4, NE1/4SE1/4, Section 9; E1/2, Section 17; W1/2NW1/4, SE1/4NW1/4, W1/2SW1/4, SE1/4SW1/4, SW1/4SE1/4, Section 21; NW1/4NW1/4, Section 27; NE1/4, SE1/4SW1/4, SE1/4 Section 29 T. 15 S, R. 1 W., Will. Mer.

Estimated Volume 32' Log (MBF)	Estimated Volume (CCF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Appr. Price
5,292	10,848	Douglas-fir	5,967	\$ 116.00	\$ 692,172.00
779	1,655	Western hemlock	921	\$ 35.00	32,235.00
6,071	12,503	TOTALS	6,888		\$ 724,407.00

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.

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

CRUISE INFORMATION: Volume for Douglas-fir in the right-of-ways has been cruised using the 3P system to select sample trees. The sample trees have been cruised and the volume computed using the National Cruise Processing Program for estimating volume in 16 foot lengths and the volume expanded to a total right-of-way volume. A map showing the location and description of these sample trees is available at the Eugene District Office. The timber volumes for Western hemlock in all right-of-ways were based on a 100% cruise using the National Cruise Processing Program for estimating board foot volume of trees in 16 foot logs.

Volume for all species in the Partial Harvest Areas was variable plot cruised. The Partial Harvest Areas contain a total of 258 plots and 139 randomly selected sample trees. The tree count was determined with a Relaskop using a 20 BAF. Sample trees were randomly selected and volume expanded to a total Partial Harvest Area volume in 16-foot lengths using the National Cruise Processing Program. A map showing the location of the sample trees is available at the Eugene District Office.

With respect to merchantable Douglas fir (sample) trees: The average tree is 13.1" DBHOB; the average log contains 43 bd. ft.; the total gross merchantable volume is approximately 6,096 MBF; and 98% recovery is expected.

CUTTING AREA: Eight areas totaling approximately 437 acres must be partial harvested and approximately 12 acres of right of way must be clear cut.

ACCESS: Access to the sale is provided by:

1. Public roads;
2. BLM existing roads;
3. BLM roads to be constructed; and
4. Roads covered by a Right-of-Way and Road Use Agreement E- 573 between Weyerhaeuser Company and the United States. In the use of private roads and construction on private land, 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 construction of Road No. 15-1-20.2 Seg. B, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement E-337A between Rosboro Lumber Company and the United States.

ROAD MAINTENANCE: The Purchaser shall pay Weyerhaeuser Company road use fees estimated at \$5,336. The Purchaser shall pay a rockwear fee estimated at \$544.27 to Weyerhaeuser Company. The Purchaser shall maintain all BLM-controlled non-BST roads and pay BLM a rockwear fee estimated at \$7,607.21. 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

Suggested Rock Source: Weyerhaeuser Seeley Summit Quarry

Spurs: 9A and 9D / 9B, 9E-1, and 9E-2, 29CExt / Road No: 15-1-20.2 Seg.B

Class: SN-16 / SN-14 / SN-16

Length: 0.08 miles / 0.62 miles / 1.51 miles

Surfacing: 3" minus / Natural / 1-1/2 minus and 3" minus

Width: 12' / NA / 12'

Compacted Depth: 8" / NA / 8"

Estimated Quantity: 1,800 CY compacted 3" minus (2,394 Truck Yards)

1,561 CY compacted 1-1/2" minus (2,076 Truck Yards)

100 CY bedding and fill rock.

Total estimated length: 2.21 miles of road construction

Total estimated excavation: 64 hours of tractor time, 39 hours excavator time.

Total estimated construction cost: \$163,367.17

Special Requirements in Road Construction: Operations limited to periods of dry weather. Construction adjacent to and under BPA Transmission Lines. Weyerhaeuser Quarry development. Culvert removal and installation on streams shall be done between June 1 and October 31 (both days inclusive).

Culverts:
Diameter: Length: Number:
 18" CPP 300' 10 Cross Drains
 "CPP": Corrugated Polyethylene Pipe

ROAD RENOVATION: Required

Suggested Rock Source: Weyerhaeuser Seeley Summit Quarry

Spurs: 29A., 29C, and Road Nos. 15-1-20.2A (WY 400), 15-1-21, 15-1-21.1, 15-1-21.2, 15-1-21.3, 15-1-27.3, 15-1-29

Class: SN-16

Length: 4.97 miles

Surfacing: 1-1/2" minus / 3" minus / rip rap

Width: 12'

Compacted Depth: 4" – 1-1/2" minus crushed rock.

Estimated Quantity: 14 CY 3" minus – Spur 29A – surfacing over culvert

110 CY 1-1/2" minus bedding and fill rock

18 CY rip rap for slope protection at culvert inlets and outlets.

2,065 CY 1-1/2" minus surfacing rock (2,747 Truck Yards)

Total estimated renovation cost: \$91,331.27

Special Requirements in Road Renovation: Culvert removal and installation on streams shall be done between June 1 and October 31 (both days inclusive). Disposal and recycling of removed culverts shall be Purchasers responsibilities.

Culverts:
Diameter: Length: Number:
 18" CPP 200' 6 cross drains
 24" CPP 60' 2 stream culverts
 30" CMP 78' 2 stream culverts
 Culverts: "CMP" – Corrugated Metal Pipe

ROAD IMPROVEMENT: Required

Required Rock Source: Weyerhaeuser Seeley Summit Quarry

Powerline Road North and Road No. 15-1-28 Seg.B

Class: SN-16

Length: 0.19 / 1.5 miles

Surfacing: 1-1/2" minus

Width: 12'

Compacted Depth: 6" / Spot Rock

Estimated Quantity: 279 CY compacted 1-1/2" minus (371 Truck Yards)

25 CY bedding and fill rock.

Total estimated improvement cost: \$16,165.88

Special Requirements in Road Improvement: Operations limited to periods of dry weather. Culvert removal and installation on streams shall be done between June 1 and October 31 (both days inclusive).

Culverts:
Diameter: Length: Number:
 18" CPP 30' 1 Cross Drain
 24" CPP 40' 1 Stream Culvert

ROAD DECOMMISSIONING: Required

Decompact: Spurs 29C, 29C Ext, and Optional Location Spurs in Partial Harvest Areas 1 and 4

Blocking (barricade) and water barring: Spurs 9A, 9B, 9E-1, 9E-2, 29A, 29C, Road Nos. 15-1-21.2 and -21.3 and Optional Location Spurs in Section 9 and 21

Culvert Removal: Spur 29A, 1 stream culvert

Total estimated excavation: 24 hours of excavator time.

Total estimated decommissioning cost: \$5,448.00

Special Requirements in Road Decommissioning: Operations limited to periods of dry weather. Culvert removal on streams shall be done between June 1 and October 31, both days inclusive. All existing roads under the BPA Transmission Line in Section 9 must be left open and in as good condition as before use.

TOTAL Estimated Road Construction, Renovation, Improvement, and Decommissioning: \$276,312.32

Special Requirements in Road Construction, Renovation, Improvement and Decommissioning: Operations are limited to periods of dry weather, typically between June 30 and October 1. Resurfacing over culvert installations is required. Hauling of unsuitable and/or excess material to a waste area. Hauling of suitable material for stream culvert fill. Seeding and mulching areas of soil disturbance including culvert fill areas, soil disposal sites, and cut banks. Rip rap

placement at stream culvert inlets and outlets. Road signing and traffic control during road renovation and improvement operations.

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, renovation, improvement, maintenance and decommissioning; logging methods, prevention of erosion, logging residue reduction, submission of a written logging plan specifying landing locations, logging methods, logging schedule, and working adjacent to and under a power line.

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.

It is estimated that approximately 551 MBF of additional timber, such as corridor and guyline trees, may be removed under the contract, but is not included in the advertised sale volume, nor is it included in the timber sale appraisal.

A revised Special Provision, Sec. 41(e)(2)(cc), has been added to the contract which enables the Contracting Officer to allow the Purchaser to remove material from the Contract Area instead of disposing of slash by piling, covering and burning.

OTHER SPECIAL REQUIREMENTS:

1. **Within the boundary of (or adjacent to) Partial Harvest Area No. 1 and No. 4 and the BPA Transmission Right-of-Way there are approximately 30 yellow painted and posted reserve trees that have been severed. These trees are reserved and shall remain on the contract area.**
2. Optional location spurs are required in Partial Harvest Areas 1 and 4. The locations for these spurs are at the Purchaser's discretion with BLM approval. Purchaser shall notify the Authorized Officer 14 working days prior to construction for approval of road locations.
3. Purchaser shall maintain a minimum distance of 50 feet between the optional location spurs and the point where the transmission line steel lattice structures enter the earth located in the BPA Transmission Right-of-Way as shown on Exhibit A.
4. In the use of the Powerline roads (North and South) in Partial Harvest Areas 1 and 4 and the BPA Transmission Right-of-Way the Purchaser shall comply with the following conditions:
 - a. Prior to the start of all cutting and yarding operations the Purchaser shall meet with the BPA representative and the Authorized Officer.
 - b. Keep passage open to at least one vehicle on all BPA access roads to allow for maintenance of BPA Transmission Right-of-Way.
 - c. No log decking, storage of logs or storage and transportation of flammable materials or fueling of vehicles within the BPA Transmission Right-of-Way.
 - d. No loading of logging trucks shall be allowed within the transmission right-of-way. Logging trucks shall not be loaded to a height greater than 14 feet above the road bed when traveling under the power lines.
5. Landings on Road Nos. 15-1-9, 15-1-21, 15-1-27.3, 15-1-28 Seg. B, and 15-1-29 that temporarily block traffic shall have prior approval by the Authorized Officer. Whenever felling and yarding operations present a hazard on the roads above Purchaser shall provide signs to control traffic. The road shall not be blocked by such operations for more than twenty minutes.
6. In Partial Harvest Area No. 1, no harvest activities, including road construction, improvement and renovation shown on Exhibit A shall be conducted from March 1 to July 15 of each year, both days inclusive. These are northern spotted owl restrictions.
7. Approximately 264 yellow painted reserve trees are required for the creation of snags and coarse woody debris.
8. Aggregate production is required at Weyerhaeuser Company, Seeley Summit Quarry, T. 15 S., R. 1 W., Sec. 18. No blasting or crushing shall be allowed from March 1 to July 15, both days inclusive. These are northern spotted owl restrictions.
9. No felling, yarding or loading is permitted in or through the Reserve Area and BPA Transmission Right-of-Way.
10. Corridors may need to be adjusted to avoid cutting large trees 28" or greater DBH.
11. 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 September 30.
12. All trees designated for cutting shall be felled, limbed and cut into log lengths not to exceed 40 feet before being yarded.
13. Hauling operations on native surface roads shall be restricted to dry periods (typically July 1 to September 30).
14. No felling or yarding shall be conducted on the Partial Harvest Areas during sap flow from April 1 to June 15 of each year, both days inclusive, unless otherwise approved by the Authorized Officer.
15. Piling, covering and burning of slash required on all landings and within 25 feet of Road Nos. 15-1-20.2 Seg. B, 15-1-

21, 15-1-21.1, 15-1-27.3 and 15-1-29, in the Partial Harvest Areas.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing slash pile burning, or contributing \$1,937.82 in lieu thereof. The option must be declared prior to contract execution. Piling and covering are not included in the Optional Contribution and will remain the responsibility of the Purchaser.

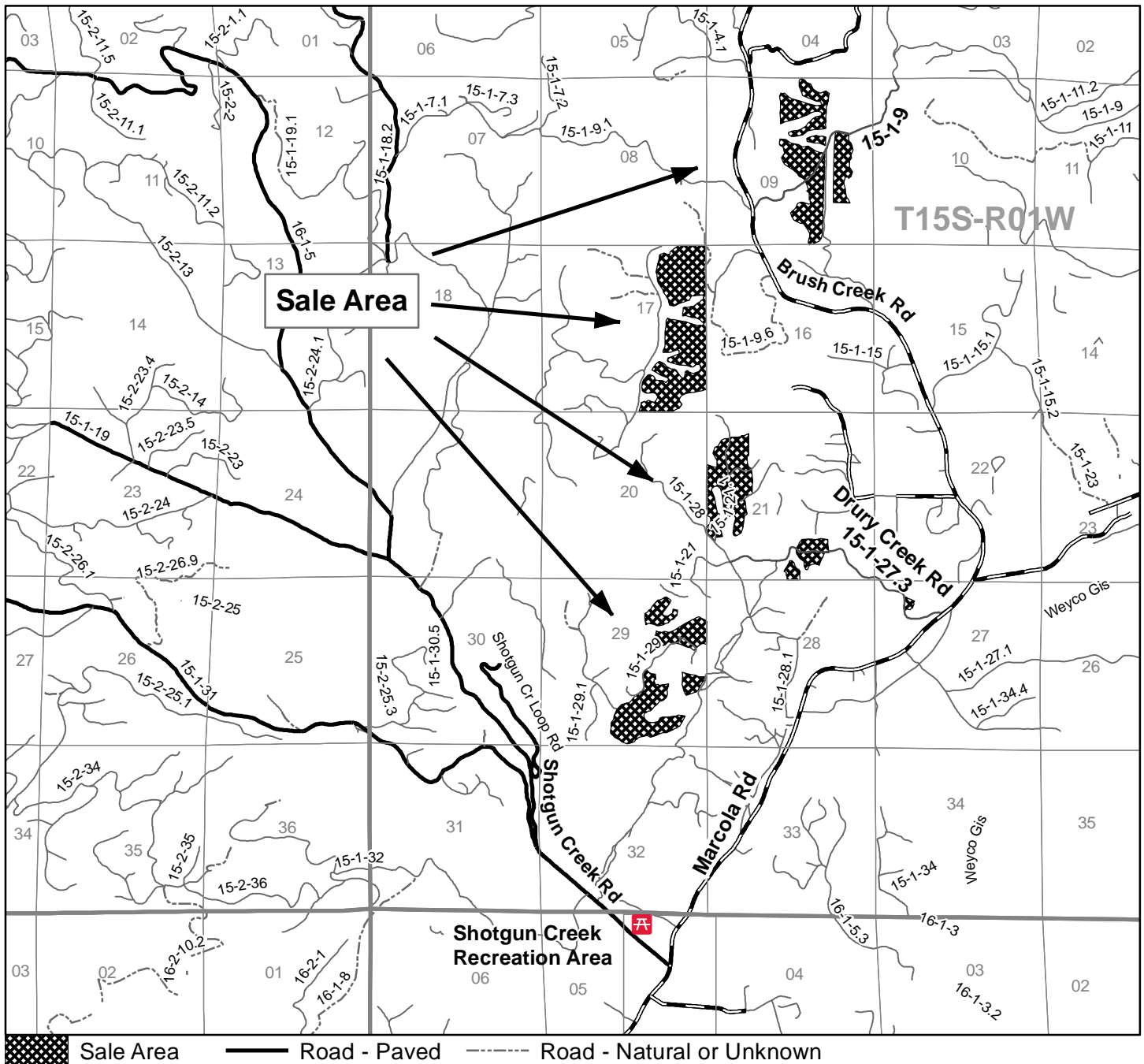
If Purchaser elects to *remove* material instead of performing burning, and any pile burning is needed, there will be no refund of the optional contribution.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: Access to the sale is over BLM, public and private roads. From the BLM office located in Springfield proceed west on Pierce Parkway. From the BLM office located in Springfield, proceed west on Pierce Parkway. Turn left on 28th street and proceed to the stoplight. Turn left on Marcola Road, and proceed northwest for approximately sixteen miles to BLM Road No. 15-1-27.3. Turn west and follow signs to the sale area for Sections 17, 21, 27, and 29. For Section 9, return to Marcola Road and proceed northwest for approximately three miles to the Linn County line and turn east on BLM Road No. 15-1-9. Follow signs to the sale area

TIMBER SALE LOCATION MAP

SALE NAME: DRURY CREEK

T. 15 S., R. 1W., SEC. 9, 17, 21, 27, 29, WILL. MER., EUGENE DISTRICT



NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA

From the BLM office located in Springfield, proceed west on Pierce Parkway. Turn left on 28th street and proceed to the stoplight. Turn left on Marcola Road and proceed northwest for approximately sixteen miles to BLM Road No. 15-1-27.3. Turn west and follow signs to the sale area for sections 17, 21, 27, and 29. For section 9, return to Marcola Road and proceed northwest for approximately three miles to the Linn County line and turn east on BLM Road No. 15-1-9. Follow signs to the sale area.



0 0.5 1 1.5 Miles

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

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

	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	
Road Construction and Renovation																									
Soil moisture seasonal restrictions:																									
<ul style="list-style-type: none"> October 1 – June 30, may vary due to weather conditions; soil moisture still overrides weather conditions. 																									
Yarding (Sap flow)																									
<u>Partial Harvest Area</u>																									
<ul style="list-style-type: none"> April 1 – June 15, both days inclusive. Sap flow restrictions may be conditionally waived at the discretion of BLM. 																									
Groundbased yarding and decompacting																									
<u>Partial Harvest Area</u>																									
<ul style="list-style-type: none"> October 1 – June 30, may vary due to weather conditions; soil moisture still overrides weather conditions. 																									
Hauling on native-surfaced roads																									
Soil moisture seasonal restriction:																									
<ul style="list-style-type: none"> Typically October 1 – June 30. 																									
Culvert Installation and Removal																									
<ul style="list-style-type: none"> Nov. 1 through May 31, both days inclusive. 																									
Operations at Partial Harvest Area No.1 and Blasting/Crushing at Seeley Summit Quarry																									
T. 15 S., R. 1 W., Sec. 18.																									
Seasonal Restriction for Owls																									
<ul style="list-style-type: none"> March 1 through July 15, both days inclusive. 																									

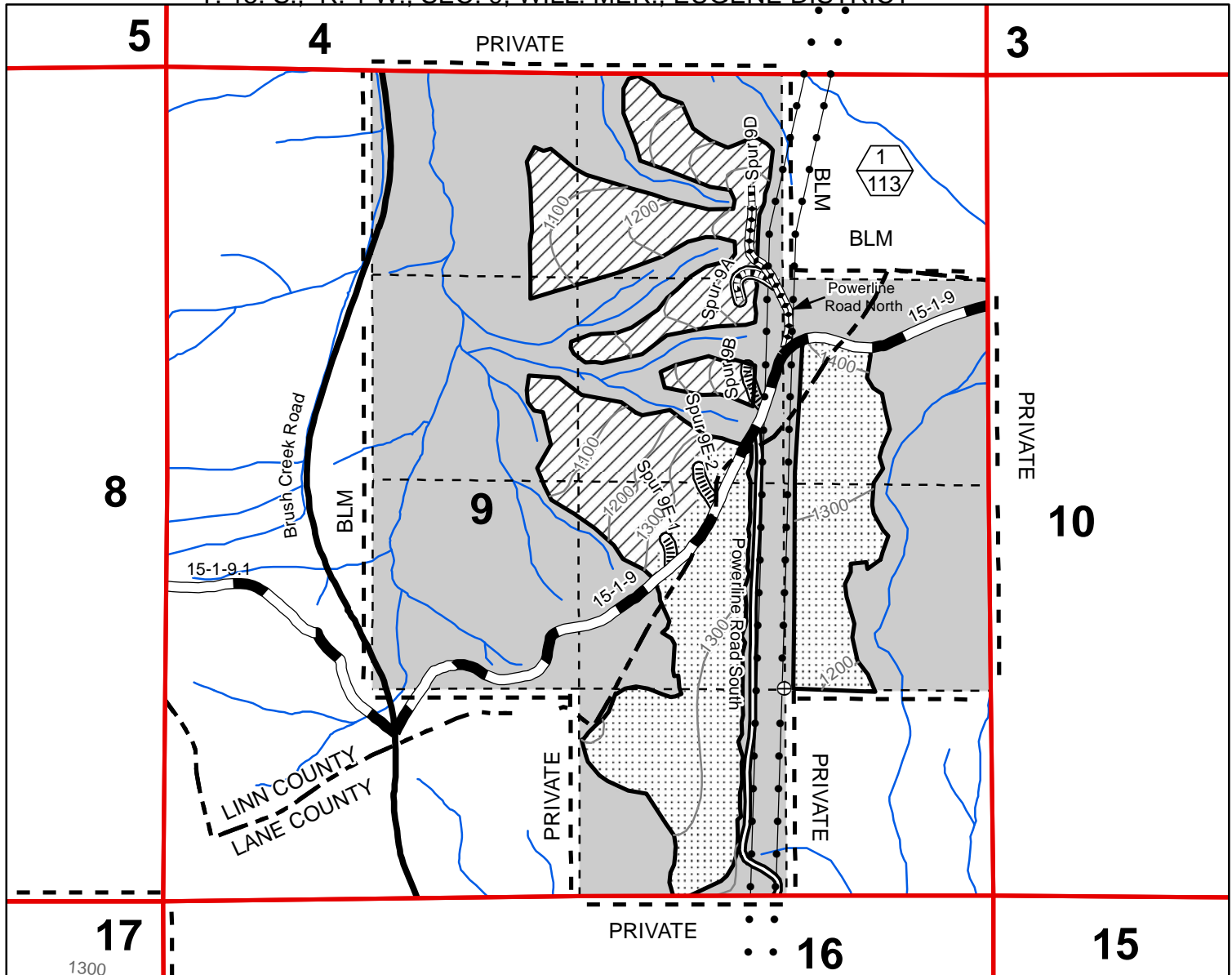
NOTE: This chart is for informational purposes only. Refer to Section 41 Special Provisions of the timber sale contract for exact date restrictions and specifications. Subject to transient winter snow, elevation ranges from 1000 – 2500 feet.



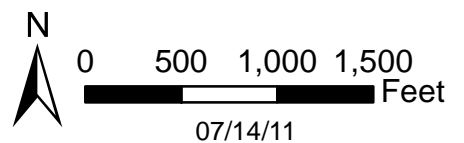
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"
SHEET 1 of 4

SALE NAME: DRURY CREEK TIMBER SALE CONTRACT NO.: OR090-TS11-647
T. 15. S., R. 1 W., SEC. 9, WILL. MER., EUGENE DISTRICT



- Partial Harvest Area - Cable
- Partial Harvest Area - Groundbased
- Boundary - Contract Area
- Reserve Area
- Partial Harvest Area - Blazed, Posted, Painted
- Section
- Road Improvement
- Existing Road
- Existing Road - Native Surface
- Existing Road - Paved
- New Construction - Native Surface
- New Construction - Rock
- Stream
- 100 Foot Contour
- BPA Transmission Right-of-Way
- Unit Number (Top)/ Unit Acres (Bottom)
- Corner Found
- Right-of-Way (Clear Cut)
- County Boundary



TOTAL FOR PARTIAL HARVEST AREA NO. 1	
PARTIAL HARVEST AREA	113
ROAD RIGHT-OF-WAY	1
RESERVE AREA	246
CONTRACT AREA	360 ACRES

GRAND TOTAL FOR PARTIAL HARVEST AREAS	
PARTIAL HARVEST AREA	437
ROAD RIGHT-OF-WAY	12
RESERVE AREA	973
CONTRACT AREA	1,360 ACRES

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

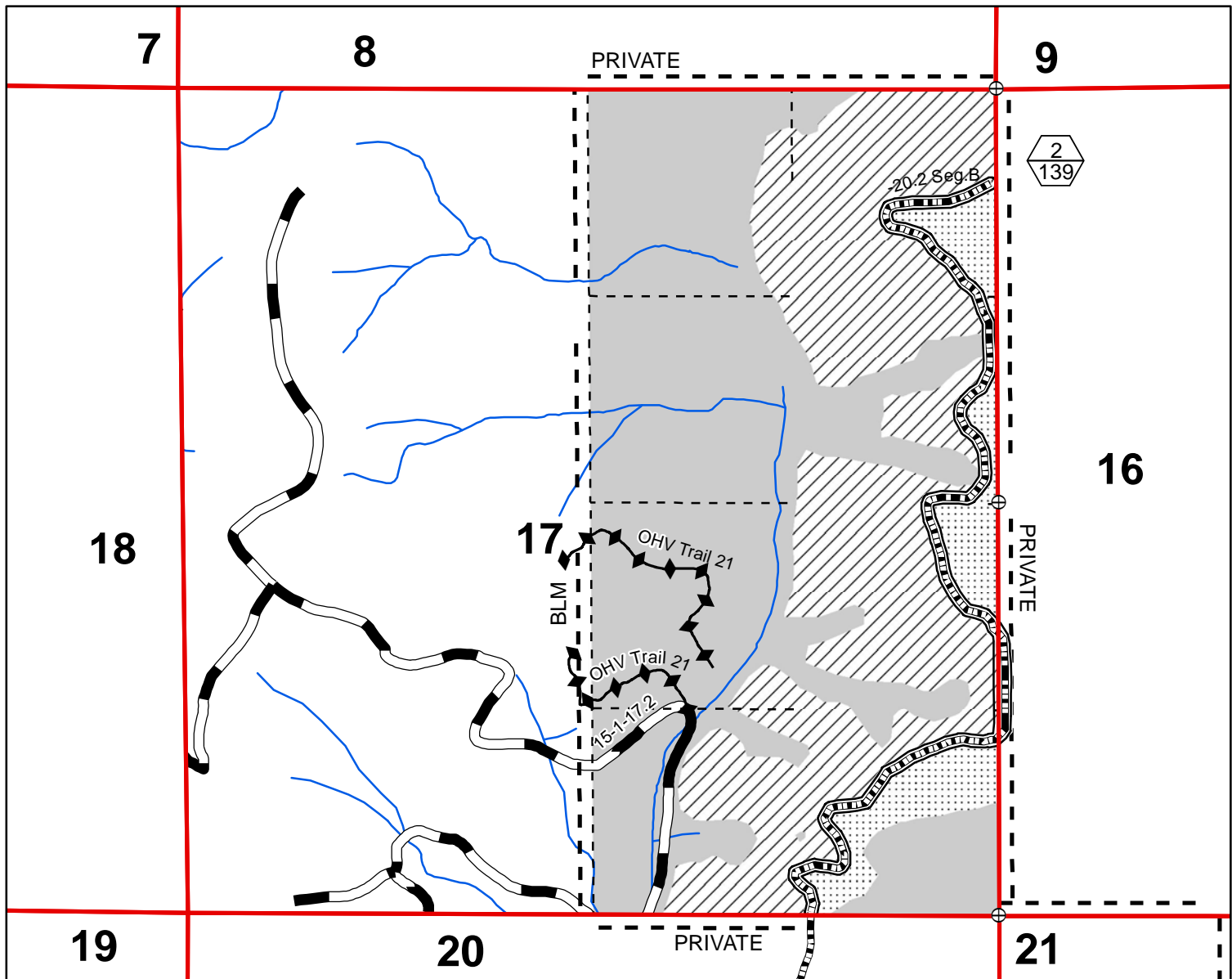
United States Department of the Interior
Bureau of Land Management
Oregon State Office
P.O. Box 2965
Portland, Oregon 97208-2965



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"
SHEET 2 of 4

SALE NAME: DRURY CREEK TIMBER SALE CONTRACT NO.: OR090-TS11-647
T. 15 S., R. 1 W., SEC. 17, WILL. MER., EUGENE DISTRICT



- Partial Harvest Area - Cable
- Partial Harvest Area - Groundbase
- Boundary - Contract Area
- Reserve Area
- Partial Harvest Area - Blazed, Posted, Painted
- Sections
- OHV Trail
- Existing Road
- New Construction - Rock
- Stream
- 100 Foot Contour
- Corner Found
- Unit Number (Top)/ Unit Acres (Bottom)
- Right-of-Way (Clear Cut)



0 500 1,000 1,500
Feet

07/18/11

TOTAL FOR PARTIAL HARVEST AREA NO. 2	
PARTIAL HARVEST AREA	139
ROAD RIGHT-OF-WAY	7
RESERVE AREA	174
CONTRACT AREA	320 ACRES

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

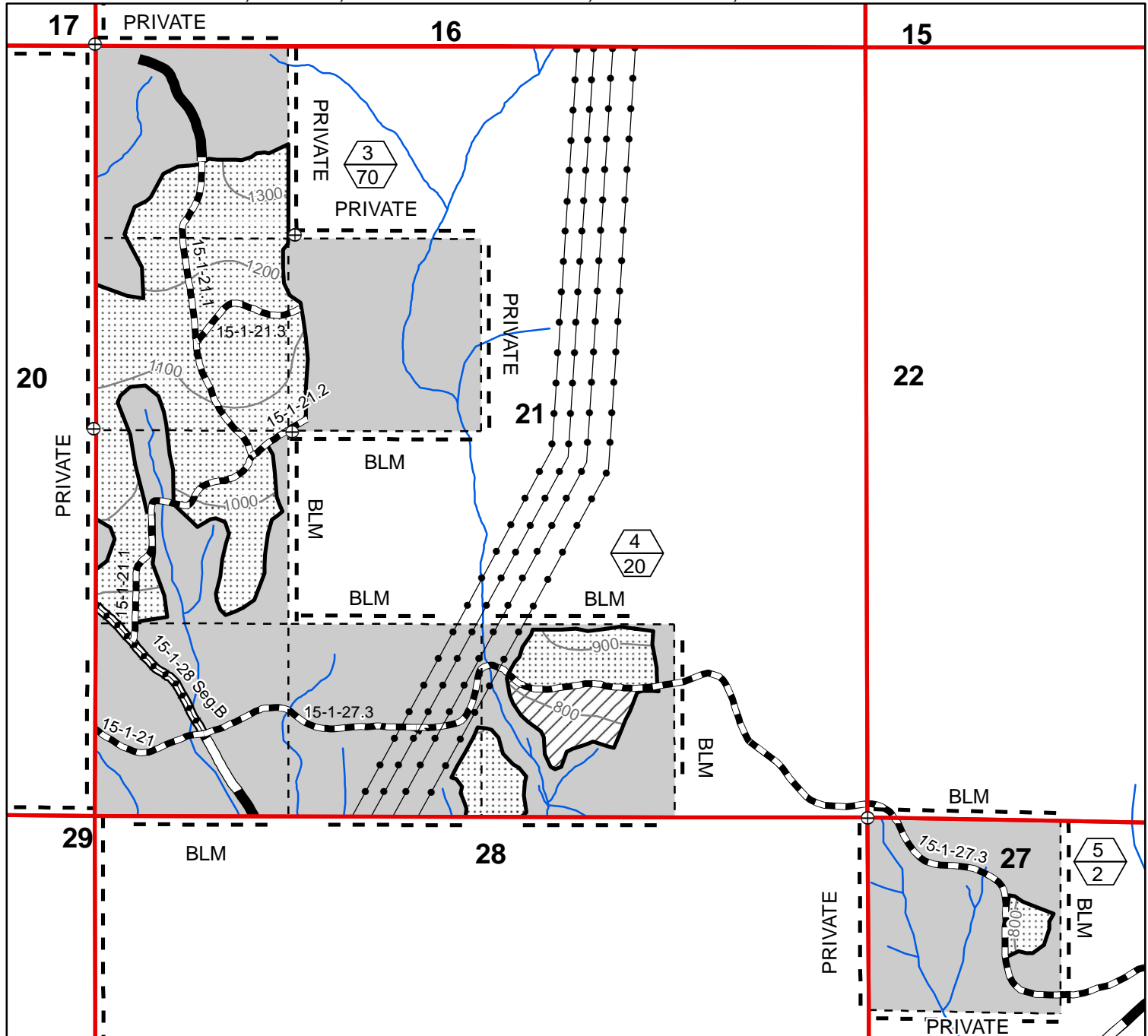
United States Department of the Interior
Bureau of Land Management
Oregon State Office
P.O. Box 2965
Portland, Oregon 97208-2965



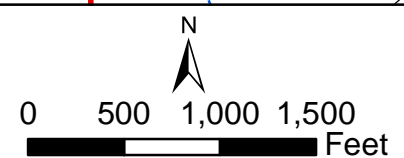
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"
SHEET 3 of 4

SALE NAME: DRURY CREEK TIMBER SALE CONTRACT NO.: OR090-TS11-647
T. 15 S., R. 1 W., SEC. 21 and SEC. 27, WILL. MER., EUGENE DISTRICT



- Partial Harvest Area - Cable
- Partial Harvest Area - Groundbase
- Boundary - Contract Area
- Partial Harvest Area - Blazed, Posted, Painted
- Reserve Area
- Section Line
- Existing Road
- Road Renovation
- Road Improvement
- 100 Foot Contour
- Stream
- BPA Transmission Right-of-Way
- Unit Number (Top)/ Unit Acres (Bottom)
- Corner Found



07/14/11

TOTAL FOR PARTIAL HARVEST AREAS NOS. 3, 4, 5	
PARTIAL HARVEST AREA	92
ROAD RIGHT-OF-WAY (CLEAR CUT)	0
RESERVE AREA	228
CONTRACT AREA	320 ACRES

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

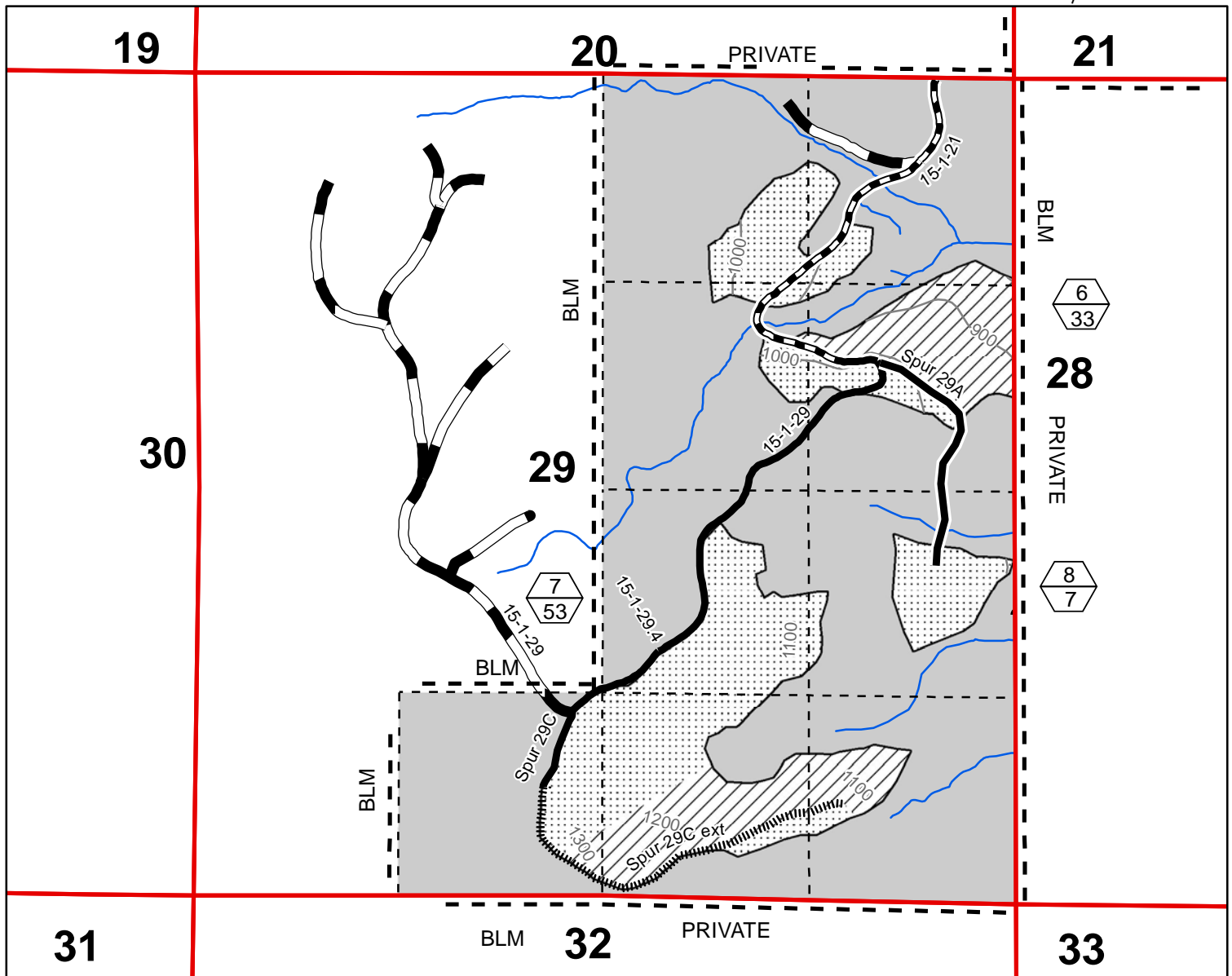
United States Department of the Interior
Bureau of Land Management
Oregon State Office
P.O. Box 2965
Portland, Oregon 97208-2965



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"
Sheet 4 of 4

SALE NAME: DRURY CREEK TIMBER SALE CONTRACT NO.: OR090-TS11-647
T. 15 S., R. 1 W., SEC. 29, WILL. MER., EUGENE DISTRICT



- Partial Harvest Area - Cable
- Partial Harvest Area - Groundbase
- Boundary - Contract Area
- Reserve Area
- Partial Harvest Area - Blazed, Posted, Painted
- Sections
- Existing Road
- New Construction - Native Surface
- Road Renovation
- Stream
- 100 Foot Contour
- Unit Number (Top)/ Unit Acres (Bottom)
- Right-of-Way (Clear Cut)



0 500 1,000 1,500 Feet

07/14/11

TOTAL FOR PARTIAL HARVEST AREAS NOS. 6, 7, 8	
PARTIAL HARVEST AREA	93
ROAD RIGHT-OF-WAY (CLEAR CUT)	2
RESERVE AREA	265
CONTRACT AREA	360 ACRES

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

EXPORT DETERMINATION

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

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

Bid, invitation number, or other
identification
Tract No.

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Bid Date

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.

Agency Forest

Bureau of Land Management
Eugene District Office

Sale Name



**SMALL BUSINESS CERTIFICATION REQUIRED ON
ALL PREFERENTIAL SALES OF SET-ASIDE TIMBER**

The purchaser certifies, at the time of executing timber sale Contract No. _____, to which this statement is annexed, that in accordance with the Rules and Regulations (13 CFR 121) of the Small Business Administration (SBA):

1. His firm (a) is primarily engaged in the logging or forest products industry; (b) is independently owned and operated; (c) is not dominant in its field of operation; and (d) employs, together with its affiliates, 500 or fewer persons.

2. (a) He agrees not to sell and/or exchange more than 30 percent (50 percent in the case of Alaska) of the timber of log volume from this preferential sale to concerns not meeting SBA's small business size standard. Such timber and log volume comprises logs, bolts and pieces that are suitable for manufacture into lumber dimension and/or veneer and normally appraised as such. Timber and log volume of the preferential sale includes the contract rights, standing and down trees or portions thereof.

(b) Whenever he does sell and/or exchange timber or logs from this preferential sale, records of such transactions will be maintained for a period of three years showing the name, address, and SBA size status (i.e., whether large or small) of each concern to whom the timber or logs were sold or disposed and the species, grades and volumes involved. In the event of such sale or sales, purchaser shall also require other purchasers to maintain similar records for a period of three years (OMB Approval No. 0596-0021). A signed certificate similar to this one will be obtained from each party buying such timber and will be retained for review in event of investigation.

(c) If his concern is purchased by, becomes controlled by, or merged with a large business, so much of such timber and log volume from this preferential sale as is necessary will be sold (not bartered) to one or more small businesses for compliance with the 30 percent (50 percent in the case of Alaska) restriction.

3. He agrees that if he utilizes log volume from this preferential sale in the manufacture of a product, such manufacture will be done with his own facilities or those of another concern that qualifies as a small business.

4. He understands that in addition to other penalties which may be imposed for violating the foregoing, he may be declared ineligible to participate in future Federal timber sales.

Signed _____

Date _____

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SELF CERTIFICATION CLAUSE
BIDDERS STATEMENT

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

(Date)

(Signature of Bidder)

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

INSTRUCTIONS

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

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

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

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

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

CASH BID BOND

Sale Number

E-

Bid Date

KNOW BY ALL MEN BY THESE PRESENTS, That ☐ I ☐ We _____

of _____
doing business as an ☐ individual ☐ partnership ☐ corporation organized and existing under the laws of the State
of _____ as Principal, is held and firmly bound unto the United States of America in the penal sum
of _____ dollars (\$ _____),
lawful money of the United States, for the payment of which, well and truly to be made, I bind myself, my heirs, executors,
administrators, successors and assigns, jointly and severally, as a further guarantee of which a cash deposit or assured payment
has been made with the Bureau of Land Management at _____ in the form of
a _____ in the amount of \$ _____.
A _____ shall not be negotiated unless the principal fails to enter into a written contract with
the Government in accordance with the bid and terms and conditions of the notice of the above sale.

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

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

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

Signed, sealed, and delivered this _____ day of _____, _____.

IF INDIVIDUAL OR PARTNERSHIP, SIGN HERE:

IN THE PRESENCE OF TWO WITNESSES:

By _____
(Name)

(Witness)

(Address)

(Address)

(Name)

(Witness)

(Address)

(Address)

(Name)

IF CORPORATION, SIGN HERE

(Address)

(Name)

By _____
(Name)

(Title)

CORPORATION CERTIFICATE

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

(Corporate Seal)

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Parcel No.

DEPOSIT AND BID FOR ☒ **TIMBER***
☐ **VEGETATIVE RESOURCE**
(Other Than Timber)

Lump Sum Sale

Tract Number
Sale Name
Sale Notice <i>(dated)</i>
BLM District

☐ Sealed Bid for Sealed Bid Sale

☒ Written Bid for Oral Auction Sale 3110 Pierce Parkway, Springfield, Oregon

In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated timber/vegetative resource on the tract specified above

Required bid deposited is \$ _____ and is enclosed in the form of ☐ cash ☐ money order ☐ bank draft
☐ cashier's check ☐ certified check ☐ bid bond of corporate surety on approved list of the United States Treasury
☐ guaranteed remittance approved by the authorized officer.

IT IS AGREED That the bid deposit shall be retained by the United States as liquidated damages if the bid is accepted and the undersigned fails to execute and return the contract, together with any required performance bond and any required payment within 30 days after the contract is received by the successful bidder. It is understood that no bid for less than the appraised price on a unit basis per species will be considered. If the bid is rejected the deposit will be returned.

BID SCHEDULE – Lump Sum Sale

NOTE: Bidders should carefully check computations in completing the Bid Schedule.

BID SUBMITTED					ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
				TOTAL PURCHASE PRICE		

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

NOTICE

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

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

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

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

EFFECT OF NOT PROVIDING INFORMATION: Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for timber or vegetative resources.

INSTRUCTIONS TO BIDDERS

1. **AUTHORITY** – Timber located on the Revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937, (50 Stat. 874; 43 U.S.C. 1181a); timber located on other lands and other vegetative resources on all public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. Seq.). Regulations of the Secretary of the Interior governing sale of timber are codified in 43 CFR Group 5400.

2. **QUALIFICATIONS OF BIDDERS** – A bidder for sale of timber/vegetative resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the timber/vegetative resource is located.

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

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

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

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

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

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

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

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

(a) **Lump Sum Sales** – Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.

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

7. **BID DEPOSIT** – All bidders must make a deposit of not less than the amount specified in the *Timber/Vegetative Resource Notice*. Deposits may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior – BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department*, or any approved guaranteed remittance approved by the Authorized Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.

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

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

10. PERFORMANCE BOND –

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

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

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

12. **PAYMENT OF PURCHASE PRICE** – for sales of \$500 or more, Government may allow payment by installments. Except as discussed in paragraphs 10 and 11 above, no part of any timber/vegetative resource sold may be severed, cut, or removed unless advance payment has been made as provided in contract.

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

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

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

* Applies to Timber Only

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

17. **LOG EXPORT** – All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts and other roundwood not processed to standards and specifications suitable for end product use; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber inspection Bureau R-List Grades of Num-

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

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