

IN REPLY REFER TO:

5430A

United States Department of the Interior

BUREAU OF LAND MANAGEMENT

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

February 25, 2009

This advertisement includes:

Parcel No. 1 – Stone Pony Parcel No. 2 – East Chinkapin Parcel No. 3 – Tower Canyon Parcel No. 4 – Prairie Road Parcel No. 5 – Bear West Parcel No. 6 – Johnson 33 Parcel No. 7 – Cogswell Creek

TIMBER SALE NOTICE

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or her representative, at the **EUGENE DISTRICT OFFICE**, 2890 CHAD DRIVE, **EUGENE**, OREGON. The timber sale will commence at 10:00 a.m. on Thursday, <u>March 26, 2009</u>.

This Timber Sale Notice does <u>not</u> 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 <u>The Register Guard</u> newspaper on or about <u>February 25, 2009</u>. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper to ensure accurate knowledge of the exact publication date.

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

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

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

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

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

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

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

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

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

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

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

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

This timber sale notice can also be found on the Eugene District web page at http://www.blm.gov/or/districts/eugene/timbersales/index.php.

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

EUGENE DISTRICT SIUSLAW RESOURCE AREA

PARCEL NO. 1 SALE DATE: March 26, 2009

Tract No. E- 08-539 Stone Pony Lane County, Oregon: O&C

Bid Deposit Required: \$18,200.00

All timber designated for cutting on Lots 4, 5, 8-10, 15, 16, <u>Section 9</u>; Lots 12-14, <u>Section 15</u>; Lots 1, 2, NE¼, E½NW¼, NE¼SW¼, N½SE¼, <u>Section 19</u>; Lots 1, 5, 8, 11-14, <u>Section 21</u>; N½NW¼,SW¼NW¼, <u>Section 29, T20S., R6W;</u> Lots 11, 12, S½ <u>Section 3, T20S., R7W</u>, Will. Mer.

Estimated			Estimated	Appraised	Estimated
Volume (MBF)	Estimated		Volume (MBF)	Price	Volume Times
32' Log	Volume (CCF)	Species	16' Log	Per MBF	Appr. Price
4,831	10,284	Douglas-fir	5,497	\$33.00**	\$181,401.00

** 10% of Pond Value

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

<u>CRUISE INFORMATION</u>: Volume 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 Program** for estimating volume in 16-foot lengths and the volume expanded to a total right-of-way volume. A map showing the location and description of these sample trees is available at the Eugene District Office.

Volume in the Partial Harvest Areas was variable plot cruised. The Partial Harvest Areas contain a total of 347 plots; 107 plots have 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 Program*. A map showing the location of the sample trees is available at the Eugene District Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 12.1" DBHOB; the average log contains 38 bd. ft.; the total gross volume is approximately 5,839 MBF; and 94% recovery is expected.

<u>CUTTING AREA</u>: Nine areas totaling approximately 409 acres must be partial harvested and approximately 7 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 renovated, improved, and constructed;
- 4. Roads covered by a Right-of-Way and Road Use Agreement E-339 between Weyerhaeuser Company and the United States. In the use of private roads, the Purchaser shall enter into a license agreement with Weyerhaeuser Company. The license agreement shall be delivered to Weyerhaeuser Company for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.
- 5. Roads covered by Right-of-Way and Road Use Agreements E-51 and E-431 between Roseburg Resources Company and the United States. In the use of private roads, the Purchaser shall enter into a license agreement with Roseburg Resources Company. The license agreement shall be delivered to Roseburg Resources Company for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

<u>ROAD MAINTENANCE</u>: The Purchaser shall pay road use fees of \$1,908.00 and road maintenance and rockwear fees estimated at \$998.95 to Weyerhaeuser Company. The Purchaser shall pay road use fees of \$177.50 and road maintenance and rockwear fees estimated at \$490.96 to Roseburg Resources Company. The Purchaser shall pay BLM a road maintenance fee of \$13,061.77 and a rockwear fee of \$4,523.02. 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 CONSTRUCTION:
 Required

 Road No:
 Spur 3A

 Class:
 SN-14

 Length:
 1.80 Stations

 Surfacing:
 NA

 Total estimated excavation:
 8 hours of tractor time.

 Total estimated construction cost:
 \$2,632.06

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

ROAD RENOVATION: Required

Roads No:20-6-19, 20-6-22.1, and 20-6-29.4.Class:SN-16Length:44.51 StationsSurfacing:NATotal estimated excavation:32 hours of tractor time.Total estimated improvement cost:\$9,687.82Special Requirements in Road Renovation:Operations limited to periods of dry weather.

ROAD IMPROVEMENT: Required Suggested Rock Source: Drain & Lorane Area Roads No: 20-6-19.6, 20-6-19.7, 20-6-19.8, 20-6-20, 20-6-20.3, 20-6-21.5, 20-6-21.6, 20-6-29.71, 20-7-3.3, 20-7-3.4, 20-7-3.5, 20-7-3.71, 20-7-3.72 and 20-7-10. Class: **SN-16** Length: 238.98 Stations Culverts: Surfacing: 11/2" minus & 3" minus Diameter: Number: Length: Width: 12' 18" 22 710' 24" 2 Compacted Depth: Varies 60' Estimated Quantity: 2,543 & 5,732 CY, truck measure respectively.

Total estimated excavation: 162 hours of tractor time.

Total estimated improvement cost: \$267,046.48, including \$216,806.41 surfacing and \$10,516.58 culverts.

Special Requirements in Road Improvement: 165 feet of Road No. 20-7-10 shall be realigned with an estimated 21 hours of excavator time and endhaul to a waste site. For Road No. 20-7-10, forty feet of 24" flume and thirty feet of flexible butyl-rubber sleeve shall be required. See Other Special Requirements in Exhibit C.

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

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

<u>SPECIAL PROVISIONS</u>: The contract will contain special provisions regarding road construction, road renovation, road improvement, road maintenance, logging methods, prevention of erosion, falling of snags, logging residue reduction, and submission of a written logging plan specifying spur road locations, landing locations, logging methods, and logging schedule.

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

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

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

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

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

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

OTHER SPECIAL REQUIREMENTS:

- The construction, use, and decommissioning of Spur 3A, any logger's choice spurs, and skid trails tributary to any of them shall be limited to one operating season.
- Logger's choice spurs shall be limited to 200 feet in length, must be 210 feet from any stream, and shall be built to the same specifications as Spur 3A.
- The Purchaser shall rock Road Nos. 20-6-19.6, 20-6-19.7, 20-6-19.8, 20-6-20 MP 0-1.59, 20-6-20 P0+00-P9+60, 20-6-20.3, 20-6-21.5, 20-6-21.6, 20-6-29.71, 20-7-3.3, 20-7-3.4 20-7-3.5, 20-7-3.71, 20-7-3.72, 20-7-10, for wet weather haul. The Purchaser shall have the option to not rock these roads. If the Purchaser exercises this option, the purchase price will be increased by the cost of surfacing as appraised at the time of the sale. No yarding or hauling shall be conducted during periods of wet weather on any road which the Purchaser opts to not rock.
- No yarding or hauling shall be conducted on natural surfaced roads during periods of wet weather.
- Prior to beginning falling operations within Partial Harvest Areas No. 1, 2, and 3, the Purchaser shall fell girdled trees that present a safety hazard within the Special Falling Areas. The Special Falling Areas extend approximately 150 feet from the Partial Harvest Area boundaries. Trees felled in the Special Falling Areas shall be retained where felled, when possible.
- Operations shall not begin within the Seasonal Daily Timing Areas or the Special Operating Areas 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.
- With the exceptions of loading and hauling, no operations shall occur within the Special Operating Area between March 1 and July 7 of each year, both days inclusive.
- No hauling shall be conducted on Roads No. 20-6-4.2, 20-6-10, 20-6-10.1, and 20-6-15 during periods of wet weather (Partial Harvest Areas No. 6, 7, 8, and 9), due to environmental restrictions.
- No hauling shall be conducted on Road No. 20-6-21.1 north of its junction with Road No. 20-6-21.5, due to weight restrictions on culverts. Volume from Partial Harvest Areas No. 2, 3, 4, and 5 shall be hauled south over Roads No. 20-6-21.1, 20-6-32, and 20-6-32.3.
- All coniferous trees greater than 20.0" in diameter at breast height are reserved. Trees greater than 20.0" dbh felled for safety purposes shall be retained on site.
- Yarding *shall* be done with a carriage equipped skyline capable of yarding 2,000 feet slope distance in the Partial Harvest Areas on slopes greater than 35%. When yarding over streams, full suspension shall be required.
- In the Partial Harvest Areas where slopes are less than 35%, yarding *may* be done either by a skyline system or by equipment operated entirely on designated skid roads during periods of low soil moisture. When skidding within 210 feet of any stream, new skid trails must be located at least 75 feet from the timber sale boundary.
- Stockpile sites shall be depleted prior to completion of operations.
- There are requirements for blocking and waterbarring roads between logging seasons.

- Upon completion of hauling, the Purchaser shall decommission skid trails, newly constructed roads, and improved roads. Decommissioning measures will take place during the dry season and include:
 - " Till with decompaction equipment, such as a track mounted excavator, skid trails and natural surfaced roads.
 - " Construct drainage dips, waterbars and/or lead-off ditches, as directed by the Authorized Officer.
 - Block Road No. 20-7-10 at the junction with Road No. 20-7-3.4; 20-6-15.2 at the junction with Road No. 20-6-15.1; 20-6-20 at P0+00, and skid trails and Roads No. 20-7-3.3, 20-7-3.4, 20-7-3.72, 20-6-19.6, 20-6-19.7, 20-6-19.8, 20-6-29.71, 20-6-29.4, 20-6-15.2, 20-6-21.5, 20-6-21.6, at entry points, using stumps, slash, and/or cull logs as directed by the Authorized Officer.
 - Where available, place logging slash on the extent of skid trails and roads

<u>OPTIONAL CONTRIBUTION</u>: The Purchaser will have the option of performing pile burning or contributing \$1,900.26 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.

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

To Partial Harvest Areas 2-7, 9

• From Lorane, proceed west on Siuslaw River Road (County Rd. No. 4390) for approximately 11 miles, to Road No. 20-6-10.3. Turn south onto Road No. 20-6-10.3 and follow the Timber Sale Area signs to the Partial Harvest Areas.

To Partial Harvest Area 8

• From Road No. 20-6-10.3, return to Siuslaw River Road and proceed west for approximately 1 mile to Road No. 20-6-4.2. Turn south on Road No. 20-6-4.2 and follow the Timber Sale Area signs to the Partial Harvest Area.

To Partial Harvest Area 1

From Road No. 20-6-4.2, return to Siuslaw River Road and proceed west for approximately 5 miles to Road No. 19-7-25.1. Follow Road No. 19-7-25.1 for approximately 3 miles. Turn south on Road No. 20-7-3 and follow the Timber Sale Area signs to the Partial Harvest Area.

Seasonal Restriction Matrix

Seasonal restrictions:

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Daily timing restrictions:

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Felling, yarding or loading				T																						
Partial Harvest Areas									\times	\ge	\mathbb{X}	$\left \right>$														
 April 15 – June 15, both days inclusive, for sap flow Restriction may be conditionally waived 										V	¥	v	_N							-			1		1	1
Special Operating Area					\searrow	\bigcirc	$\langle \uparrow \rangle$	\times	\searrow	\searrow	\bigcirc	\searrow	\bigcirc	\mathbb{N}												
 March 1 – July 7, both days inclusive Waivers will not be granted for sap flow 				1						V	¥	¥	<u></u>					<u> </u>								
Felling, yarding, loading, right-of-way logging and	cle	aring	g																							
Seasonal Daily Timing Areas								//			\langle / \rangle	<u>y</u>	χ	X			\mathcal{I}	Į,	\overline{X}	4						
 April 1 – September 15, both days inclusive Operations shall not begin until 2 hours after sunrise and shall cease 2 hours prior to sunset Waivers will not be granted 									~ ~ ~ ~	<u> </u>					~ ~			<u> </u>	<u>. 10 - 0</u>		1				1	1
Right-of-way logging and clearing																										
Right-of-Way Areas	\times	\ge	\mathbf{X}	\searrow		\bigcirc	$\langle \rangle$	\times	\searrow	\mathbf{X}	\mathbf{N}											$\left \right>$	\bigcirc	\mathbf{N}	\mathbf{k}	\mathbb{N}
 Typically October 15 – May 31; may vary due to weather conditions 	<u> </u>			¥	¥		_¥_				¥												¥	¥	¥	¥ `
Yarding on natural-surfaced roads; hauling on Ro -19.8, -20 (MP 0-1.59), -20 (P0+00-P9+60), -20.3, -21															ior	to r	ocki	ing	on I	Road	s No	o. 20-	6-19	.6, -1	9.7,	
Partial Harvest Areas	\times	\searrow	\mathbf{X}	\mathbf{b}	\bigcirc	\bigcirc	$\langle \rangle$	\times	\searrow	$\left \right>$	\mathbf{N}											$\left \right\rangle$	\mathbf{k}	\mathbf{N}	\mathbf{N}	\mathbb{N}
 Typically October 15 – May 31; may vary due to weather conditions Rocking of roads will not be permitted 			V	¥	_₩					V	¥	N		1	1			<u>ı</u>	_1				¥	¥	₩	¥ Y

TIMBER SALE LOCATION MAP Stone Pony T. 20 S., R. 6 W., SECS. 9, 15, 19, 21, and 29 T. 20 S., R. 7 W., SEC. 3



EXHIBIT "A" SHEET 1 OF 6

SALE NAME: <u>STONE PONY</u> TIMBER SALE CONTRACT NO.: OR090-TS09-539 T. <u>20 S.</u>, R. <u>7 W.</u>, SEC. <u>3</u> WILL. MER., EUGENE DISTRICT





SPECIAL OPERATING AREA

SPECIAL FALLING AREA

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2

SEASONAL DAILY TIMING AREA

PARTIAL HARVEST NUMBER ACREAGE WITHIN AREA <u>LEGEND</u>

BOUNDARY – CUTTING AREA (BLAZED, PAINTED & POSTED) ROCK SURFACED ROAD ROAD TO BE RENOVATED ROAD TO BE IMPROVED STREAM

BOUNDARY - CONTRACT AREA

EXHIBIT "A" SHEET 3 OF 6

SALE NAME: <u>STONE PONY</u> TIMBER SALE CONTRACT NO.: OR090-TS09-539 T. <u>20 S.</u>, R. <u>6 W.</u>, SEC. <u>29</u> WILL. MER., EUGENE DISTRICT



SALE NAME: <u>STONE PONY</u> TIMBER SALE CONTRACT NO.: OR090-TS09-539 T. <u>20 S.</u>, R. <u>6 W.</u>, SEC. <u>21</u> WILL. MER., EUGENE DISTRICT



SALE NAME: <u>STONE PONY</u> TIMBER SALE CONTRACT NO.: OR090-TS09-539 T. <u>20 S.</u>, R. <u>6 W.</u>, SEC. <u>15</u> WILL. MER., EUGENE DISTRICT



- (BLAZED, PAINTED & POSTED)
 - PAVED ROAD

CLEARCUT (R/W) AREA

SPECIAL OPERATING AREA

PARTIAL HARVEST NUMBER ACREAGE WITHIN AREA

APPROXIMATE LOCATION OF SUPERIOR TREE (1)

gog.

2

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- ROCK SURFACED ROAD
 - STREAM



SALE NAME: <u>STONE PONY</u> TIMBER SALE CONTRACT NO.: 0R090-TS09-539 T. <u>20 S.</u>, R. <u>6 W.</u>, SEC. <u>9</u> WILL. MER., EUGENE DISTRICT



BOUNDARY - CUTTING AREA CLEARCUT (R/W) AREA (BLAZED, PAINTED & POSTED) ROCK SURFACED ROAD RESERVE AREA STREAM Boo. SPECIAL OPERATING AREA SEASONAL DAILY TIMING AREA 1000' 2000' PARTIAL HARVEST NUMBER $\sqrt{\frac{1}{2}}$ ACREAGE WITHIN AREA SCALE APPROXIMATE LOCATION OF + SUPERIOR TREE (4)

Scale Sale Designation by Prescription

Tract No. E-09-548 East Chinkapin Lane County, Oregon: O&C

Bid Deposit Required: \$3,900.00

All timber designated for cutting on Lots 1-4; E½NW¼, SE¼SW¼, Section 19, T 15 S., R. 6 W.; Lots 2-4; W½SE¼, Section 24, T 15 S., R. 7 W., Will. Mer.

Estimated Volume (MBF)	Estimated		Estimated Volume (MBF)	Appraised Price	Estimated Volume Times
32' Lòg	Volume (CCF)	Species	16' Log	Per MBF	Appr. Price
1,035	2,298	Douglas-fir	1,207	\$ 32.00*	\$38,624.00

* 10% of Pond Value

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

<u>CRUISE INFORMATION</u>: Volume for the Douglas-fir in the Partial Harvest Area was determined by a Point Count Measure Tree (PCMTRE) variable plot cruise. The cruise consisted of a total of 47 plots and 23 measure trees. The tree count was determined with a Relaskop using a 20 BAF. Sample tree volume was expanded to a total Partial Harvest Area volume in 16-foot lengths using the National Cruise Program. The road right of way volume was determined using the 3P cruise method.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 11.2" DBHOB; the average log contains 32 bd. ft.; the total gross volume is approximately 1,274 MBF; and 95% recovery is expected.

BLM Designation by Prescription (DxP) Scale Sale Timber Sale Process:

Operations on this timber sale will be conducted under a Designation by Prescription (DxP) scale contract. DxP is also referred to as "Purchaser Select." This is a method of sale where the Government does not mark (paint) the timber to be cut and removed in the Partial Harvest Area. Instead, the timber to be cut is designated by prescription, i.e., written cutting guidelines (Selection Criteria) which implement the silvicultural prescription and are made a requirement of the timber sale contract by the attachment of Exhibit S containing the Selection Criteria inspection and oversight of the BLM timber sale contract administrator.

- Pre-cruise: Field data from the Chinkapin Timber Sale, an adjacent timber sale, was used to determine the
 preferred sample cruise method, considering either variable plot or fixed plot cruises, and to determine the
 appropriate number of plots which would maximize the likelihood of the Cruise meeting the BLM +/- 20% sampling
 error standard for scaled sales (see Item No. 2, below). In this case, a variable plot cruise was selected for
 implementation.
- 2. Cruise: The variable plot cruise was implemented with the cruiser using the Selection Criteria for cutting in order to estimate the volume that would be cut and removed. The estimated volume was used for appraisal purposes and is delineated in this timber sale notice. In addition, this volume is delineated in the attached Exhibit B, and will be used to bill the Purchaser.

<u>CUTTING AREA</u>: One area totaling approximately 137 acres must be partial harvested and approximately 4 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.

<u>ROAD MAINTENANCE</u>: The Purchaser shall pay BLM an estimated road maintenance fee of \$2,212.12. See Exhibit D map for specification of road maintenance responsibility. In accordance with Exhibit D, damage to paved roads caused by track-mounted equipment shall be repaired at the Purchaser's expense. 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 Junction City Area

Road No: Spurs A-D Class: SN-14 Length: 15.31 Stations Surfacing: 3" minus Spur C Width: 12' Compacted Depth: 8" Estimated Quantity: 333 CY truck measure Total estimated excavation: 23 hours of tractor time. Total estimated excavation: 23 hours of tractor time. Total estimated construction cost: \$15,633.02, including \$8,002.90 for surfacing Special Requirements in Road Construction: Operations limited to periods of dry weather.

ROAD RENOVATION: Required

15-6-19.2, 15-6-19.4, 15-6-19.71, 15-7-Road Nos. 24.74 Class: SN-14 Length: 23.10 Surfacing N/A Total estimated excavation: 5 hours of tractor time Total estimated renovation cost: \$3,520.57

ROAD IMPROVEMENT: Required

Road Nos. 15-7-24.1, 15-7-24.75 Class: SN-14 Length: 26.28 Stations Surfacing: 3" minus Width: 12' Compacted Depth: 8" Estimated Quantity: 1,375.22 CY truck measure Total estimated excavation: 3 hours of tractor time. Total estimated excavation: 3 hours of tractor time. Total estimated improvement cost: \$37,622.95, including \$32,092.03 for surfacing Special Requirements in Road Improvement: Operations limited to periods of dry weather.

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

SPECIAL PROVISIONS: This is a scale sale. Sections 1-41 may differ from lump sum sales.

This is a Designation by Prescription sale. There are provisions regarding training of timber fallers, cutting operations, selection criteria of trees to be cut and retained, and compliance with the selection criteria set forth in Exhibit S. Exhibit S is included in the Prospectus and contains 2 sheets. Retention trees on three areas have been pre-marked with orange paint to provide an example of the retention guidelines; the Pre-marked Example Areas are shown on Exhibit A.

The contract will contain special provisions regarding selection of retention trees and trees to be harvested, coarse woody debris retention, road construction, road improvement, road maintenance, logging methods, prevention of erosion, falling of snags, logging residue reduction, submission of a written logging plan specifying spur road locations, landing locations, logging methods, and logging schedule.

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

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

This contract provision limits the liability of the Government to the actual Out-of-Pocket Expenses incurred by the Purchaser which have not been amortized by the removal of timber from the contract area. In the event that operating time is lost as a result of the incorporation of additional contract requirements or suspension-related delays, an extension

Suggested Rock Source: Commercial Junction City Area

Tract No. E-09-548 East Chinkapin

of time, with or without reappraisal depending on the reason for the suspension, will constitute a full and complete remedy for any claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to the Purchaser. In the event of a suspension that lasts longer than 30 days, the First Installment may be reduced and/or the unamortized Out-of-Pocket Expenses of road or other construction may be refunded or transferred to another contract at the election of the Purchaser.

OTHER SPECIAL REQUIREMENTS:

Approximately 20 Special Habitat Trees in 2 groups have been marked with yellow paint and are shown on Exhibit A. Other yellow-painted Special Habitat Trees may be located outside of the Partial Harvest Area and may not be shown on Exhibit A. Yarding equipment shall not be attached to any of these, and the trees shall not be felled or damaged.

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

The Purchaser shall have the option to not rock Spur C and Roads No. 15-7-24.1 and 15-7-24.75. If the Purchaser exercises this option, 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 A, B, and D and Road Nos. 15-6-19.2, 15-6-19.4, 15-6-19.71, and 15-7-24.74 for wet weather haul at Purchaser's expense. Rocking shall be in accordance with Exhibit C.

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

Where slopes are greater than 35% in the Partial Harvest Area and within 210 feet of streams, except in the Special Skidding Areas, yarding shall be done with a carriage equipped skyline capable of partial suspension. Lift trees and/or intermediate supports may be necessary. Full suspension shall be required when yarding over streams.

In the Partial Harvest Area and in the Special Skidding Areas, where slopes are less than 35%, yarding *may* be done either by a skyline system as described above, or by equipment operated entirely on designated skid roads during periods of low soil moisture. In the Special Skidding Areas, new skid trails shall be located at least **75 feet** from the timber sale boundary.

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

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

Upon completion of hauling, the Purchaser shall decommission skid trails, newly constructed roads, and improved roads. Decommissioning measures will take place during the dry season and include:

- Till with decompaction equipment, such as a track mounted excavator, skid trails and natural surfaced roads.
- Construct drainage dips, waterbars and/or lead-off ditches, as directed by the Authorized Officer.
- Block Spurs C and D and Roads No. 15-6-19.2, 15-6-19.4, 15-6-19.71, 15-7-24.1, 15-7-24.74, and 15-7-24.75 using stumps, slash, and/or cull logs as directed by the Authorized Officer.
- Where available, place logging slash on the extent of skid trails and dirt roads. Where available, place logging slash on rocked roads between the entry point and the road block.

Fuel reduction measures will include excavator or hand piling, covering, and burning slash in the Partial Harvest Area.

<u>OPTIONAL CONTRIBUTION</u>: The Purchaser will have the option of performing pile burning or contributing \$410.55 in lieu thereof. The option must be declared prior to contract execution.

<u>NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA</u>: From Eugene travel north on Highway 99. Turn west onto Highway 36. Proceed west on Highway 36 for approximately 20 miles to Horton Road (County Road 3640). Proceed north on Horton Road to the junction with Road No. 15-7-35. Proceed on Road No. 15-7-35 for approximately 1.5 miles to Road No. 15-7-26. Travel on Road No. 15-7-26 for approximately 1.4 miles to the timber sale area.

Seasonal Restriction Matrix

Restricted Times are Shaded and X'd

	Já	an	Fe	b	M	ar	Α	pr	Ν	May	Ju	ne	Ju	ıly	Α	ug	Se	ept	0	ct	N	vc	De)C
	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																								
Partial Harvest Areas								\searrow	\triangleright	(\mathbf{X})	\ge	1												
 April 15 – June 15, both days inclusive Sap flow seasonal restriction may be conditionally waived 	<u> </u>	•							¥	Y	<u>v</u>	<u>v</u>				•								
Ground-based yarding																								
Partial Harvest Areas	\ge	\searrow	\times	\times	\searrow	\searrow	\searrow	\mathbb{N}	\geq	(\mathbf{X})	\times	\searrow							$\left \right>$	\mathbb{N}	\searrow	\ge	\times	$\left \right>$
 Typically October 1 – July 1; may vary due to weather conditions 	<u> </u>	¥Y		<u> </u>	<u>v</u>	¥`	¥	¥ ``	¥	¥ ¥	/	¥Y							V	¥`	v	¥¥		
Right-of-way logging and clearing																								
Right-of-Way Areas	\ge	\mathbb{N}	\times	\times	\searrow	\searrow	\searrow	\mathbb{N}	\triangleright	(\mathbf{X})									\ge	\mathbb{N}	\searrow	\ge	\times	$\left \right>$
 Typically October 1 – May 31; may vary due to weather conditions 		¥ \		<u> </u>	¥	¥	¥	¥	¥	_¥¥									/	¥`	V	¥		
Yarding & Timber/Mineral hauling on natural-surf	aced	d roa	ds																					
Partial Harvest Areas	\times	\searrow	\times	\times	\ge	\searrow	\searrow	\searrow	\triangleright	(\mathbf{X})										\mathbf{X}	\ge	$\mathbf{\mathbf{X}}$	\times	$\left \right>$
 Typically October 15 – May 31; may vary due to weather conditions 	v v	¥ N			v	V N	¥ ```	¥ \	¥	N		1		<u>ı </u>	1	<u> </u>	1	1	1		v	v N		

TIMBER SALE LOCATION MAP EAST CHINKAPIN THIN

TOWNSHIP 15 S.RANGE 6 W. SEC 19TOWNSHIP 15 S.RANGE 7 W. SEC 24



SALE NAME: EAST CHINKAPIN TIMBER SALE CONTRACT NO.: 0R090-TS09-548

T. 155. R. 6W, SEC. 19, AND T. 15S, R. 7W, SEC. 24. WILL. MER., EUGENE DISTRICT



EXHIBIT B Sale Name: East Chinkapin Contract No. OR090-TS09-548 Sheet 1 of 3

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

PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS

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

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

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

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

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

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

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

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

Total Estimated Purchase Price												
and/or												
Schedule of Volumes and Values for												
Merchantable Timber Not Yet Removed from Contract Area												
Total Estimated Volume Total Estimated												
Harvest Area (MBF) Purchase Price												
	Approximate											
Harvest Area	Number of	Volume		Value								
Number	Acres	per Acre	Total Volume	per Acre	Total Value							
Partial Harvest Area	137	6.8	1,124									
Clearcut (R/W) Areas	4	20.75	83									
Sale Total	141	7.2	1,207									

EXHIBIT S Contract No. OR090-TS09-548 Sale Name: East Chinkapin Sheet 1 of 3

DESIGNATION BY PRESCRIPTION TIMBER SALE REQUIREMENTS

1. Training

- A. In the required logging plan, the Purchaser shall provide a list of fallers who will be operating chainsaws.
- B. Prior to any harvesting operations in the Partial Harvest Area, the Authorized Officer will designate test mark areas. The fallers operating within the contract area will be required to mark (paint) a two-acre test mark area to demonstrate their abilities to meet the Selection Criteria stated below. Marking in the test mark area must be approved by the Authorized Officer prior to any harvesting operations.

2. Cutting Operations

- A. Purchaser Pre-Marking In the event the Purchaser elects to mark (paint) trees to be reserved in the Partial Harvest Area prior to falling, the Authorized Officer shall approve such marking prior to falling. All marked trees shall become Timber Reserved from Cutting under Section 40 of the contract. Cutting or removal of such reserved timber shall constitute a contract violation and timber trespass as provided in Sections 10(e) and 13 of the contract.
- B. Approved Cutting Areas No yarding of felled timber will be allowed until the cutting operations have been approved in writing by the Authorized Officer.
- C. Cutting operations will proceed no more than twenty (20) acres ahead of Approved Cutting Areas.

3. <u>Selection Criteria</u>

The Selection Criteria shown below shall be used by the Purchaser in determining which trees are designated for retention and which are designated for cutting:

- A. Retain conifer trees to reserve approximately 120 square feet of basal area per acre.
- B. Retain western redcedars, hardwoods, snags and Pacific yew trees.
- C. In selecting which trees to retain to meet the residual basal area requirement shown above in Section 3.A, apply the following criteria:
 - 1) Retain western redcedar, then Douglas-fir, then western hemlock.
 - 2) Residual trees to retain shall be dominant and co-dominant trees of good form and vigor.
 - 3) In selecting between two possible trees that are of the same species and comparable vigor and form, retain the largest diameter tree.
 - 4) Retain trees that have a live crown ratio of thirty-five (35) percent or greater. The live crown ratio is determined by dividing the length of the live crown by the total height of the tree.
 - 5) Hardwoods, snags, and Pacific yew trees in the Partial Harvest Area shall not be counted when calculating the residual basal area listed in Section 3A.
- 4. <u>Compliance Inspection</u>

Compliance inspection will consist of visual observation of on-going falling operations and collecting plot data after the trees have been felled as specified below. Non-compliance with the Selection Criteria shall constitute a contract violation which may result in a suspension of operations as provided in Section 10 of the contract.

A. Visual observation compliance will consist of subjective monitoring by the Authorized Officer of compliance with the Selection Criteria. Compliance will be considered satisfactory if ninety (90) percent of the observed cut or retained trees are determined by the Authorized Officer to meet the Selection Criteria.

EXHIBIT S Contract No. OR090-TS09-548 Sale Name: East Chinkapin Sheet 2 of 3

- B. The Authorized Officer shall inspect felling operations through a series of variable-radius sample plots within the Cutting Areas. At each plot, the following will be inspected to determine if the approval level is being met:
 - 1) Diameter and species of residual trees to determine residual basal area for each plot.
 - 2) Number of trees damaged by Purchaser at each plot.
 - 3) The selection of residual trees and the work quality.

The approval level for the residual basal area requirement and significant damage shall be considered met if: (1) the average basal area of all plots measured during one day's inspection is within fifteen (15) percent of the residual conifer basal area target; (2) the total residual conifer basal area for each Cutting Area is within ten (10) percent of the residual conifer basal area target; and (3) if less than five (5) percent of the residual trees are significantly damaged by operations under the contract. Significant damage is illustrated on Sheet 3. When any of these requirements fall below the approval level, a written warning will immediately be issued to the Purchaser.

5. Residual Damage

For purposes of determining damages, any reserved trees which are destroyed or significantly damaged by the Purchaser, as illustrated on Sheet 3, shall be valued at current market value of the merchantable volume at the time of cutting, or Exhibit B value, whichever is greater.

6. Noncompliance

If the Purchaser does not comply with the Designation By Prescription Selection Criteria of this Exhibit to the satisfaction of the Authorized Officer after a written warning has been issued, the Authorized Officer may suspend harvesting operations until corrective measures have been taken by the Purchaser. Corrective measures, as specified in writing by the Authorized Officer, may include but are not limited to:

- A. The Purchaser will mark (paint) all reserve trees in the Partial Harvest Area shown on Exhibit A for approval by the Authorized Officer prior to cutting. All marked trees shall become Timber Reserved from Cutting under Section 40 of the contract. Cutting or removal of such reserved timber shall constitute a contract violation and timber trespass as provided in Sections 10(e) and 13 of the contract.
- B. Replacement of faller(s) by Purchaser.
- C. Approval of original or additional faller(s) by the Authorized Officer based on faller's satisfactory completion of a test mark area.
- D. It will be the responsibility of the Purchaser to pay any costs incurred in the implementation of the corrective measures required by the Authorized Officer.

EUGENE DISTRICT SIUSLAW RESOURCE AREA

Tract No. E-09-549 Tower Canyon Lane County, Oregon: O&C

Bid Deposit Required: \$15,500.00

All timber designated for cutting on Lot 4, SE¼SW¼, SW¼SE¼, Section 12; Lots 5-11 and Lot 15, Section 13; NE¼, SE¼NW¼, E½SW¼, N½SE¼, SW¼SE¼, SEtion 14, T. 15 S., R. 7 W., Will. Mer.

Estimated Volume (MBF) 32' Log	Estimated Volume (CCF)16' Log	Species	Estimated Volume (MBF) 16' Log	Appraised Price Per MBF	Estimated Volume Times Appr. Price
3,389	7,037	Douglas-fir	3,827	\$33.00**	\$ 126,291.00
866	1,772	Western hemlock	1,004	\$28.00**	28,112.00
4,255	8,809	TOTALS	4,831		\$ 154,403.00

** 10% of Pond Value

<u>APPRAISED PRICES</u> are calculated by determining market value through the analytical appraisal method.

<u>CRUISE INFORMATION</u>: All species in the right-of-ways have been cruised using the 3P system to select sample trees. A portion of the sample trees have been felled, bucked, and scaled and a portion of the sample trees have been cruised. Volume from both methods is 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.

Volume for all Douglas-fir and western hemlock in the Partial Harvest Area was variable plot cruised. Plot data is then used to calculate v-bar and basal area per acre using the *National Cruise Program*. The basal area was determined with a Relaskop using a 20 BAF. This sale contains a total of 185 plots. On these plots, 124 sample trees were randomly selected to determine v-bar. Some sample trees located in cruise plots have been felled, bucked and scaled to determine form class and to verify the cruise. 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 11.9" DBHOB; the average log contains 38 bd. ft.; the total gross volume is approximately 4,028 MBF; and 95% recovery is expected.

<u>CUTTING AREA</u>: One unit totaling approximately 291 acres must be partial harvested and approximately 9 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.

<u>ROAD MAINTENANCE</u>: The Purchaser shall pay BLM a road maintenance fee of \$29,893.08 and a rockwear fee of \$3,710.51. 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 Road No: Spur A, 15-7-13.77 (portion), 15-7-14.74 Junction City Area SN-14 Class: Length: 7.64 Stations Surfacing: 3" minus Width: 12' Compacted Depth: 8" Estimated Quantity: 589 C.Y. (Truck Yards) Total estimated excavation: 12 hours of tractor time. Total estimated construction cost: \$15,421.87, including \$12,484.75 for surfacing Special Requirements in Road Construction: Operations limited to periods of dry weather.

ROAD IMPROVEMENT:RequiredSuggested Rock Source:CommercialRoads No:15-7-12.3, 15-7-13.77 (portion), 15-7-14.8, 15-7-14.9Junction City Area

Class: SN-14 Length: 106.00 Stations Surfacing: 3" minus & 1" minus Width: 12' Compacted Depth: 8" Estimated Quantity: 5,200 C.Y. & 62 C.Y., truck measure respectively Total estimated excavation: 9 hours of tractor time. Total estimated improvement cost: \$124,351.69, including \$109,775.31 for surfacing. Special Requirements in Road Improvement: Operations limited to periods of dry weather. <u>CULVERT REPLACEMENTS</u>: Required Roads No: 15-7-36 MP 0.0 (Ict 15-7-26) & MP 0.7

Roads No: 15-7-36 MP 0.0 (Jct. 15-7-26) & MP 0.7	Junction City Area
Class: SN-16	Structural Plate Culverts:
Length: NA	(Rd. No. 15-7-36)
Surfacing: 1" minus & Asphalt Concrete Pavement	Dimension: Length:
Width: 33' & 12', respectively	6-'1" x 4'-7" 74'
Compacted Depth: 8" & 3", respectively	7'-8" x 5'-5" 56'
Estimated Quantity: 35 C.Y. & 24 Tons, truck measure respe	ectively
Total and so to be a start of the start of the start for a	

Total estimated excavation: 9 hours of tractor time.

Additional Rock Material Quantities: 474 C.Y. 1" minus bedding & backfill; 107 tons of imported river run; 186 Riprap.

Total estimated culvert replacement cost: \$65,841.50

Special Requirements in culvert replacements: Operations limited to July 1-September 15. Purchaser shall notify Pioneer Telephone Company prior to beginning culvert replacement work on Road No. 15-7-36 and shall coordinate with Pioneer Telephone Company as needed to avoid damage to a fiber optic cable buried in the ditch or road. Resolution of liability for damage to a fiber optic cable shall be between the Purchaser and Pioneer Telephone Company. Two blue-marked trees in the vicinity of the culvert replacement on Road No. 15-7-36 shall be cut and left on site.

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

<u>SPECIAL PROVISIONS</u>: The contract will contain special provisions regarding road construction, road improvement, 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.

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

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

It is estimated that approximately 483 MBF of such additional timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal.

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

Tract No. TS-09-549 Tower Canyon

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

OTHER SPECIAL REQUIREMENTS:

No felling, yarding, or loading shall be permitted in or through Reserve Areas shown on Exhibit A, except cable yarding may occur over Stream 1. Any trees felled in these Reserve Areas surrounding Stream 1 to accommodate skyline yarding will be retained on site. When yarding over Stream 1, trees shall be felled parallel to the stream and full suspension is required.

Approximately 48 Special Habitat Trees in 4 groups have been marked with yellow paint and are shown on Exhibit A. Yarding equipment shall not be attached to them, and the trees shall not be felled, damaged, or removed.

The Purchaser shall rock Spur A, Roads No. 15-7-12.3, 15-7-13.77, 15-7-14.74, 15-7-14.8, and 15-7-14.9 for wet weather haul. The Purchaser shall have the option to not rock these roads. If the Purchaser exercises this option, the purchase price will be increased by the cost of surfacing as appraised at the time of the sale.

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

Yarding *shall* be done with a carriage equipped skyline capable of yarding 2,000 feet slope distance in the Partial Harvest Area on slopes greater than 35%. Lift trees and/or intermediate supports may be necessary.

In the Partial Harvest Area, where slopes are less than 35%, yarding *may* be done either by a skyline system as described above, or by equipment operated entirely on designated skid roads during periods of low soil moisture. New skid trails shall be located at least 75 feet from the posted boundary.

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

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

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

- Till with decompaction equipment, such as a track mounted excavator, during the dry season, all skid trails and all other natural surface roads. If Road No. 15-7-12.3 is rocked, till between road beginning and blocking.
- Construct drainage dips, waterbars and/or lead-off ditches, as directed by the Authorized Officer.
- Place logging slash on skid trails and natural surface roads. If Road No. 15-7-12.3 is rocked, place logging slash between the blocking and road beginning.
- Block Road No. 15-7-12.3 with an earthen barricade at a point directed by the Authorized Officer.

<u>OPTIONAL CONTRIBUTION</u>: The Purchaser will have the option of performing pile burning or contributing \$586.50 in lieu thereof. The option must be declared prior to contract execution.

<u>NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA</u>: From Junction City, take Highway 99W to Ferguson Road. Turn west and proceed approximately 5 miles to Grimes Road (County Road No. 3510). Turn south and proceed on Grimes Road to Road No. 15-6-26. Proceed on Road No. 15-6-26 for approximately 5 miles to Road No. 15-7-36. Follow Road No. 15-7-36 for approximately 1.5 miles to Road No. 14-6-34. Continue on Road No. 14-6-34, following the timber sale signs to the sale area.

Seasonal Restriction Matrix

Restricted Times are Shaded and X'd

	Ja	an	F			Mar		pr	Мау	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																							
Partial Harvest Areas								\searrow	$\times \times$	\searrow													
 April 15 – June 15, both days inclusive Sap flow seasonal restriction may be conditionally waived 					1			<u>v</u>	¥	Ψ			•				•		•				
Ground-based yarding																							
Partial Harvest Areas	\mathbf{X}	\mathbb{N}	\searrow	\mathbb{N}	\searrow	\mathbb{N}	\searrow	\mathbb{N}	$\times \times$	\ge	\mathbb{X}							$\mathbf{\mathbf{X}}$	\mathbb{N}	\mathbf{X}	\times	\times	\times
 Typically October 1 – July 1; may vary due to weather conditions 		¥	¥`	¥`	¥`	¥ \	¥`	V V			¥ \		<u> </u>		I	I			¥ \				
Culvert Replacements																							
Road No. 15-7-36	\ge	\searrow	\searrow	\mathbf{k}	\searrow	\mathbb{N}	\searrow	\mathbb{N}	$\times \times$	1							\ge	\triangleright	\mathbb{N}	\times	\ge	\times	\ge
September 16 – June 30, both days inclusive	<u> </u>	¥	¥	*	*	¥	¥	* ```	¥ ,		1	1			1		r	<i>v</i>	¥	×	¢	<u> </u>	
Right-of-way logging and clearing																							
Right-of-Way Areas	\times	\mathbb{N}	\searrow	\mathbb{N}	\mathbb{N}	\mathbb{N}	\searrow	\mathbb{N}	imes									\ge	\mathbb{N}	\times	\times	\times	\times
 Typically October 1 – May 31; may vary due to weather conditions 	2	* `	Ψ	¥	¥	¥ `	¥	* `				1	•		1			v	* `	<u> </u>	¢	<u> </u>	
Yarding & Timber/Mineral hauling on natural-sur	face	d roa	ds																				
Partial Harvest Areas	\mathbf{X}	\searrow	\searrow	\searrow	\searrow	\mathbb{N}	\searrow	\mathbb{N}	$\times \times$										\mathbf{X}	\times	\mathbf{X}	\times	\mathbf{X}
 Typically October 15 – May 31; may vary due to weather conditions 	V	¥ \	¥`	¥ ``	¥ ``	¥ \	¥ ``	¥ N	V V X	J	<u> </u>	I	<u> </u>	L	<u>I</u>	1	<u>ı </u>	I					

TIMBER SALE LOCATION MAP Tower Canyon TOWNSHIP 15 S. RANGE 7 W. SECS. 12, 13, and 14





EUGENE DISTRICT SIUSLAW RESOURCE AREA

PARCEL NO.: 4 SALE DATE: March 26, 2009

Tract No. E-09-551 Prairie Road Lane County, Oregon: O&C

Bid Deposit Required: \$9,800.00

All timber designated for cutting on SW1/4 Section 15; NE1/4SW1/4, S1/2SW1/4, SE1/4 Section 16, NE1/4NE1/4 Section 21: T 15 S., R. 7 W., Will. Mer.

Estimated Volume (MBF) 32' Log	Estimated Volume (CCF)	Species	Estimated Volume (MBF) 16' Log	Appraised Price Per MBF	Estimated Volume Times Appr. Price
1,666	3,401	Douglas-fir	1,866	\$33.00 **	\$61,758.00
1,115	2,358	Western hemlock	1,306	\$27.00 **	35,262.00
5	13	Alder	6	\$61.00	366.00
2,786	5,772	TOTALS	3,178		\$97,206.00

** 10% of Pond Value

<u>APPRAISED PRICES</u> are determined by a market based analytical method unless otherwise noted. Hardwood species are appraised at market value. The minimum bid increment will be \$0.10 per MBF.

<u>LOG EXPORT RESTRICTIONS</u>: 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.

<u>CRUISE INFORMATION</u>: All red alder have been cruised with the Sample Tree Sample cruise method, using the **National Cruise Program.**

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

With respect to merchantable Douglas-fir (sample) trees: The average tree is 13.3" DBHOB; the average log contains 43 bd. ft.; the total gross volume is approximately 1,975 MBF; and 94% recovery is expected.

<u>CUTTING AREA</u>: Two areas totaling approximately 134 acres must be partial harvested and approximately 4 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;

<u>ROAD MAINTENANCE</u>: The Purchaser shall pay BLM a road maintenance fee of \$10,155.19 and a rockwear fee of \$5,170.39. 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 CO	NSTRUCTION: Required	Suggested Rock Source:	Junction City	Area	
Road No:	Spur A, 15-7-16.72, 15-7-16.73, 15-7-16.74,	Equipment Road			
Class:	SN-14				
Length:	34.85 stations		<u>Culverts</u>		
Surfacing:	3" minus		Diameter:	Length:	Number:
Width:	12'		18"	40'	(2)
Compacte	ed Depth: 6"				
Estimated	d Quantity: 1,270 CY (truck measure)				
Total estim	nated excavation: 54 hours of tractor time.				

Total estimated construction cost: \$46,475.67, including \$32,185.17 for surfacing and \$1,140.90 for culverts Special Requirements in Road Construction: Operations limited to periods of dry weather.

ROAD IMPROVEMENT: Required Suggested Rock Source: Junction City Area Road No. 15-7-16.71, 15-7-21.2, 15-7-23 Class: SN-14/18 96.10 stations Length: Culverts: Surfacing: 3"/1½"/¾" minus Diameter: Length: Number Width: 12'/14' 18" 238' (6) Compacted Depth: 8"/6" Estimated Quantity 1,616/1,660/13 CY (truck measure) Total estimated excavation: 24 hours of tractor time Total estimated improvement cost: \$102,771.64, including \$82,999.74 for surfacing and \$6,120.14 for culverts Special Requirements in Road Improvement: Operations limited to periods of dry weather.

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

<u>SPECIAL PROVISIONS</u>: The contract will contain special provisions regarding road construction, road improvement, road maintenance, logging methods, prevention of erosion, falling of snags, falling and leaving timber on the Special Rightof-Way Area, 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 252 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 Special Provision is included in the contract which enables the Contracting Officer to suspend or terminate the contract in order to: (1) comply with the Endangered Species Act or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Eugene District Record of Decision (ROD) and Resource Management Plan (RMP)); (2) comply with a court order; (3) comply with BLM Manual 6840 as it relates to Federal proposed, Federal candidate, Bureau sensitive, or State listed species or habitat; or (4) protect raptor nests during nesting.

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

OTHER SPECIAL REQUIREMENTS:

- All timber in an approximately 1/4-acre Vegetation Study Area is reserved. The boundary of the Vegetation Study Area is marked by metal fence posts and metal signs.
- All trees in the Special Right-of-Way Area shown in Exhibit A shall be felled perpendicular to the road prism and may be pushed out of the road prism as needed, but shall not be yarded. Logs from these trees may be used for decommissioning.
- The Purchaser shall rock Spur A and Road Nos. 15-7-16.71, 15-7-16.72, 15-7-16.73, 15-7-16.74, 15-7-21.2, and 15-7-23 for wet weather haul. The Purchaser shall have the option to not rock these roads. If the Purchaser exercises this option, the purchase price will be increased by the cost of surfacing as appraised at the time of the sale. No yarding or hauling shall be conducted during periods of wet weather on any of these roads which the Purchaser opts to not rock.
- The Purchaser shall have the option to rock the Equipment Road at Purchaser's expense. If the Purchaser exercises the option to rock the Equipment Road, road maintenance and rockwear fees for mineral haul will be collected at the rate current at the time of haul.
- No yarding or hauling shall be conducted on natural surfaced roads during periods of wet weather.
- In the Special Operating Area, with the exception of hauling, no operations shall occur between March 1 and July 7 of each year, both days inclusive, due to wildlife concerns. This restriction shall not be waived.

- Yarding *shall* be done with a carriage equipped skyline capable of yarding 2,200 feet slope distance in the Partial Harvest Areas on slopes greater than 35%. When yarding over streams, full suspension shall be required.
- In the Partial Harvest Areas where slopes are less than 35%, in areas greater than 210 feet from any stream, yarding may be done either by a skyline system or by equipment operated entirely on designated skid roads during periods of low soil moisture.
- There are requirements for blocking and waterbarring roads between logging seasons.
- Upon completion of hauling, the Purchaser shall decommission skid trails, newly constructed roads, and improved roads. Decommissioning measures will take place during the dry season and may include:
 - Till with decompaction equipment, such as a track mounted excavator, skid trails and natural surfaced roads.
 - ** Construct drainage dips, waterbars and/or lead-off ditches, as directed by the Authorized Officer.
 - **B**lock skid trails and Roads No.15-7-16.72, 15-7-16.73, 15-7-16.74, and 15-7-21.2 at entry points, using stumps, slash, and/or cull logs or earthen barricades, as directed by the Authorized Officer.
 - ** Where available, place logging slash on the extent of skid trails and natural surfaced roads.

<u>OPTIONAL CONTRIBUTION</u> The Purchaser will have the option of performing pile burning or contributing \$509.01 in lieu thereof. The option must be declared prior to the contract execution.

<u>NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA</u>: From Eugene travel north on Highway 99. Turn west onto Highway 36. Proceed west on Highway 36 for approximately 20 miles to Horton Road (County Road 3640). Proceed north on Horton Road to the junction with Road No. 15-7-35. Proceed on Road No. 15-7-35 for approximately 2 miles to Road No. 15-7-23. Proceed on Road No. 15-7-23 for approximately 2 miles, following "Timber Sale Area" signs.

Seasonal Restriction Matrix

Restricted Times are Shaded and X'd

	Jan		Feb		Mar		A	\pr	May	Ju	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																								
Partial Harvest Areas								\searrow	\boxtimes	\mathbb{N}]													
 April 15 – June 15, both days inclusive Sap flow seasonal restriction may be conditionally waived 			1			1			¥ ¥	¥	N		•	1		1	•	1			1			
Ground-based yarding																								
Partial Harvest Areas	\searrow	\times	\searrow	\searrow	\searrow	\searrow	\mathbb{N}	\mathbf{k}	\mathbb{X}	\mathbb{N}	\mathbb{N}							\searrow	\mathbf{k}	\ge	\searrow	\times	\searrow	
 Typically October 1 – July 1; may vary due to weather conditions 	v			V ·	V ·	¥	¥	¥ Y	¥¥	¥ .	¥ Y		1			1	1	/	¥`	V	¥	/	<u> </u>	
Felling, yarding, loading, road construction																								
Special Operating Area					\searrow	\searrow	\mathbf{k}	\mathbf{k}	\boxtimes	\mathbf{X}	\searrow	\ge	1											
 March 1 – July 7, both days inclusive Wildlife concerns, no waiver 			1		<i>v</i>	¥	¥	¥	<u>v v</u>	¥	¥	¢	N					1	1					
Right-of-way logging and clearing																								
Right-of-Way Areas	\times	\times	\searrow	\mathbb{N}	\mathbb{N}	\searrow	\mathbf{k}	\mathbf{N}	\mathbb{X}									\ge	\mathbb{N}	\ge	\searrow	\times	\ge	
 Typically October 1 – May 31; may vary due to weather conditions 	<u> </u>	<u> </u>	v	¥	¥	¥	¥	¥	¥ ¥	N				1		1		<i>v</i>	¥`	v`	* ```	<u> </u>		
Yarding & Timber/Mineral hauling on natural-surf	acec	l roa	ds	_			_	_													_		-	
Partial Harvest Areas	\times	\times	\searrow	\mathbb{N}	\mathbb{N}	\searrow	\searrow	\mathbb{N}	\mid										$\left \right>$	\ge	\ge	\times	\ge	
 Typically October 15 – May 31; may vary due to weather conditions 			-	*	×	*	¥	¥ ```	¥ ~ ¥ ~	N				1							*			

TIMBER SALE LOCATION MAP PRAIRIE ROAD

TOWNSHIP 15 S. RANGE 7 W. SECS. 15, 16, & 21


EXHIBIT "A"

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT SALE NAME: <u>PRAIRIE ROAD</u> TIMBER SALE CONTRACT NO: OR090-TS09-551

T. <u>15 S.</u>, R. <u>7 W</u>., SEC. <u>15, 16, 21</u>, WILL. MER., EUGENE DISTRICT



EUGENE DISTRICT SIUSLAW RESOURCE AREA

Tract No. E-09-564 Bear West Lane and Douglas Counties, Oregon: O&C

Bid Deposit Required: \$22,600.00

All timber designated for cutting on Lots 1, 6, 7, 9, 14, 15, <u>Section 35</u>, T19S, 7W; NE¼, NW¼SE¼, <u>Section 7</u>, T20S, R6W; Lots 1, 2, 3, 4, <u>Section 1</u>, T20S, R6½W; Lots 3, 4, 5, 6, 8, 9; NE¼SE¼, <u>Section 1</u>; Lots 1, 7, 8, 9, 10, 11, 12; S½, <u>Section 5</u>; SE¼SE¼, <u>Section 6</u>; NE¼NE¼, <u>Section 7</u> Lots 2, 3; W½, W½SE¼, <u>Section 11</u>; NW¼NW¼, <u>Section 14</u>; N½NE¼, SE¼NE¼, <u>Section 15</u>, T20S, R7W; Will. Mer.

Estimated			Estimated	Appraised	Estimated
Volume (MBF)	Estimated		Volume (MBF)	Price	Volume Times
32' Log	Volume (CCF)	Species	16' Log	Per MBF	Appr. Price
6,199	13,581	Douglas-fir	7,049	\$32.00**	\$225,568.00

** 10% of Pond Value

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

<u>CRUISE INFORMATION</u>: Volume 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 Program** for estimating volume in 16-foot lengths and the volume expanded to a total right-of-way volume. A map showing the location and description of these sample trees is available at the Eugene District Office.

Volume in the Partial Harvest Areas was variable plot cruised. The Partial Harvest Areas contain a total of 379 plots and 103 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 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 11.6" DBHOB; the average log contains 33 bd. ft.; the total gross volume is approximately 7,448 MBF; and 95% recovery is expected.

<u>CUTTING AREA</u>: Nine areas totaling approximately 753 acres must be partial harvested and approximately 18.8 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-51 and E-142 between Roseburg Resources Company and the United States. In the use of private roads, the Purchaser shall enter into a license agreement with Roseburg Resources Company. The license agreement shall be delivered to Roseburg Resources Company for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

<u>ROAD MAINTENANCE</u>: The Purchaser shall pay road use fees of \$187.00 and road maintenance and rockwear fees estimated at \$4,122.49 to Roseburg Resources Company. The Purchaser shall pay BLM a road maintenance fee of \$15,750.61 and a rockwear fee of \$6,910.53. 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 CONSTRUCTION: Required

Road Nos: Spurs 2B, 2C, 2D, 3A, 4A, 4B, 8A, Road No. 20-6-5 Junction Realignment

Class: SN-14 Length: 15.57 Stations

Surfacing: NA

Total estimated excavation: 41 hours of tractor time.

Total estimated construction cost: \$15,072.86

Special Requirements in Road Construction: Operations limited to periods of dry weather. The Purchaser shall purchase from Roseburg Resources Company the right-of-way timber on Spur 2C between Stations P0+00 and P2+00. Price shall be based on market value current at the time of cutting and the estimated volume of 4 MBF.

ROAD RENOVATION: Required

Road Nos: 19-7-35.1, 19-7-35.2, 19-7-35.4, 19-7-35.72, 19-7-36.3, 19-7-36.8, 20-6-5, 20-7-1, 20-7-2.7, 20-7-4.2, 20-7-5.71, 20-7-5.72, 20-7-5.76, 20-7-8.5, 20-7-11.2, 20-7-11.4, 20-7-11.71, 20-7-11.74, 20-7-11.75, 20-7-11.76, 20-7-14, 20-7-14.1, 20-7-14.72, 20-7-15.2, 20-7-15.71, 20-7-15.72, Spur A, Spur 2A

Class: SN-16

Length: 294.87 Stations

Surfacing: NA

Width: 12'

Total estimated renovation cost: \$75,443.64

Special Requirements in Road Renovation: Operations limited to periods of dry weather. The Purchaser shall purchase from Roseburg Resources Company the right-of-way timber on Road No. 19-7-35.1 between Milepost (MP) 0.00 and 0.46; on Road No. 20-2-2.7 between MP 0.00 and 0.17; on Road No. 20-7-8.5 between MP 0.00 and 0.32; and on Road No. 20-7-14 between Stations P0+00 and P3+35 prior to cutting. Price shall be based on the market value current at the time of cutting and the estimated volume of 47 MBF.

<u>ROAD RENOVATION</u>: Culvert Replacement Only Suggested Rock Source: Lorane Area Roads No: 19-7-29.2, 19-7-35, 19-7-36.4, 20-7-7, 20-7-11

Class:	SN-16			
Length:	369.06 Stations	Culverts:		
Surfacing:	1½" minus	Diameter:	Length:	<u>Number</u> :
Width:	12'	18"	1,026'	30
Compact	ed Depth: Varies	24"	134'	4
Estimated	Quantity: 904 cy (truck yards)			
Total estim	ated excavation: N/A			

Total estimated renovation cost: \$63,534.67, including \$28,878.70 for surfacing and \$28,330.03 for culverts.

Special Requirements in Road Improvement: For surface rock replacement all replaced culverts shall have 20 cubic yards of 1-1/2" minus Gradation C, as specified in Section 1200 of Exhibit 'C' specifications, hauled, placed and graded at each site.

ROAD IMPROVEMENT: RequiredSuggested Rock Source: Drain & Lorane AreaRoad Nos: 20-7-5.73, 20-7-5.74, 20-7-5.75, 20-7-6.71, Spur 9A, Landing AClass:SN-16Length:40.25 StationsSurfacing:3" minusWidth:12'Compacted Depth:6"Estimated Quantity:1,983 cy (truck yards)Total estimated excavation:73 hours of tractor time.Total estimated improvement cost:\$78,118.36, including \$54,105.01 for surfacing.

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

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

<u>SPECIAL PROVISIONS</u>: The contract will contain special provisions regarding road construction, road renovation, road improvement, road maintenance, logging methods, falling of snags, 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 705 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 Special Provision is included in the contract which enables the Contracting Officer to suspend or terminate the contract in order to: (1) comply with the Endangered Species Act or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Eugene District Record of Decision (ROD) and Resource Management Plan (RMP); (2) comply with a court order; (3) comply with BLM Manual 6840 as it relates to Federal proposed, Federal candidate, Bureau sensitive, or State listed species or habitat; or (4) protect raptor nests during nesting.

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

OTHER SPECIAL REQUIREMENTS:

- The construction, use, and decommissioning of newly constructed spurs, equipment trails, logger's choice spurs, and skid trails tributary to any of them shall be limited to one operating season.
- Logger's choice spurs shall be limited to 200 feet in length, must be 210 feet from any stream, and shall be built to the same specifications as newly constructed spurs in accordance with Exhibit C
- The Purchaser shall rock Spur 9A, Landing A, and Road (Rd) Nos. 20-7-5.73, 20-7-5.74, 20-7-5.75, 20-7-6.71 for wet weather haul. The Purchaser shall have the option to not rock these roads. If the Purchaser exercises this option, the purchase price will be increased by the cost of surfacing as appraised at the time of the sale. No yarding or hauling shall be conducted during periods of wet weather on any of these roads which the Purchaser opts to not rock.
- The Purchaser shall not rock natural surfaced Spurs 2B, 2C, 2D, 3A, 4A, 4B, 8A, or Rd No. 20-6-5.
- The Purchaser shall have the option to rock any Rocked Dry Surface (RDS) road or natural surfaced road, other than those roads listed above, for wet weather haul at Purchaser's expense. RDS roads are rocked roads with insufficient depth to support wet weather haul. See the "Purchaser Maintenance" section of the timber sale contract for specification of road surface type.
- No yarding or hauling shall be conducted on RDS roads or natural surfaced roads during periods of wet weather.
- Hauling over Spur A and Rd Nos. 20-7-5.72, 20-7-11.76, and 20-7-15.72 may require a tractor assist due to steep favorable grades.
- No yarding or loading shall be conducted on Road No. 19-7-35.1 in Partial Harvest Area No. 4.
- No hauling shall be conducted on Rd No. 19-7-35 north of its junction with Rd No. 20-7-2; Rd No. 19-7-35.1 west of its junction with Rd No. 19-7-36; and Rd No. 20-7-4.1 south of its junction with Road No. 20-7-4.4 during periods of wet weather (Partial Harvest Areas No. 1, 2, 4), due to environmental restrictions.
- No hauling shall be conducted on Rd No. 20-6-10 east of its junction with Rd No. 20-6-20.2, due to weight restrictions on culverts. Volume from Partial Harvest Area No. 9 shall be hauled south over Rd Nos. 20-6-20.1, 20-6-21.1, 20-6-32, and 20-6-32.3.
- With the exception of hauling, no operations shall occur within the Special Operating Area between March 1 and July 7 of each year, both days inclusive.
- Operations shall not begin within the Special Operating Areas until at least 2 hours after sunrise and shall cease at least 2 hours prior to sunset from July 8 through September 15 of each year, both days inclusive. Waivers of this restriction may be granted in Partial Harvest Areas No. 4, 5, and 6 dependent on the results of BLM marbled murrelet surveys in summer 2009. Waivers will *not* be granted in Partial Harvest Areas No. 1, 2, 3, 7, 8 or 9. The Special Operating Area in all harvest areas totals approximately 241 acres.

- All coniferous trees greater than 20.0" in diameter at breast height are reserved. Trees greater than 20.0" dbh felled for safety purposes shall be retained on site.
- All coniferous trees 32.0" or larger in diameter at breast height within the Partial Harvest Areas may not be cut or damaged during operations. This includes using these trees for guyline, lift and/or tail trees.
- Yarding shall be done with a carriage equipped skyline capable of yarding 2,000 feet slope distance in the Partial Harvest Areas on slopes greater than 35%. When yarding over streams, full suspension shall be required.
- In Partial Harvest Areas No. 1, 2, 3, 7 and 8, approximately 1,278 MBF (124 acres) is expected to be cable yarded to an equipment trail, then skidded to an approved loading point for haul. Potential locations of eleven equipment trails are shown on Exhibit A.
- In the Partial Harvest Areas where slopes are less than 35%, yarding may be done either by a skyline system or by equipment operated entirely on designated skid roads during periods of low soil moisture. Within 210 feet of any stream, new skid trails must be located at least 75 feet from the boundary of the Reserve Area.
- There are requirements for blocking and waterbarring roads between logging seasons.
- Upon completion of hauling, the Purchaser shall decommission skid trails, newly constructed roads, renovated roads, and improved roads. Decommissioning measures will take place during the dry season and include:
 - Till with decompaction equipment, such as a track mounted excavator, skid trails, equipment trails, and natural surfaced roads.
 - ** Construct drainage dips, waterbars and/or lead-off ditches, as directed by the Authorized Officer.
 - Block Rd No. 20-7-4.2 at the junction with Rd No. 20-7-8.5; Spurs 2B, 3A, and 9A; skid trails; Landing A; and Rd Nos. 19-7-35.1 at jct. 19-7-36.4, 19-7-35.4, 19-7-35.72, 20-6-5, 20-7-1, 20-7-2.7, 20-7-5.72, 20-7-5.73, 20-7-5.74, 20-7-5.75, 20-7-5.76, 20-7-6.71, 20-7-11.2, 20-7-11.4, 20-7-11.71, 20-7-11.75, 20-7-11.76, 20-7-14 Renov., 20-7-14.1, 20-7-14.72, 20-7-15.2, and 20-7-15.72 by using stumps, slash, and/or cull logs or earthen barricades as directed by the Authorized Officer.
 - " Where available, place logging slash on the extent of skid trails and tilled roads. Where available, on rocked roads place logging slash for a line of sight distance from mainline haul roads.

<u>OPTIONAL CONTRIBUTION</u>: The Purchaser will have the option of performing pile burning or contributing \$2,271.74 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.

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

To Partial Harvest Area 1

• From Wolf Creek Road, proceed west on Siuslaw Road for approximately 1.7 miles to East Oxbow Road No. 20-7-25.1. Proceed west for approximately 6.7 miles and follow Timber Sale Area signs to the sale area.

To Partial Harvest Areas 2 & 3

From Wolf Creek Road, proceed west on Siuslaw Road for approximately 1.7 miles to East Oxbow Road No. 20-7-25.1. Proceed west for 1.4 miles to Road No. 19-7-35. Turn south on to Road No. 19-7-35 and proceed for approximately 3.5 miles. Follow the Timber Sale Area signs to the sale area.

To Partial Harvest Area 4

From Wolf Creek Road, proceed west on Siuslaw Road for approximately 1.7 miles to East Oxbow Road No. 20-7-25.1. Proceed west for 1.4 miles to Road No. 19-7-35. Turn south on to Road No. 19-7-35 and continue for 0.2 miles; turn east on to Road No. 19-7-35.1 and follow the Timber Sale Area signs to the sale area.

To Partial Harvest Areas 5,6

• From Wolf Creek Road, proceed east on Siuslaw Road for approximately 1 mile to Road No. 19-6-29.2. Proceed southwest for 2.7 miles to Road No. 19-7-35.1 and follow the Timber Sale Area signs to the sale area.

To Partial Harvest Areas 7,8

• From Wolf Creek Road, proceed east on Siuslaw Road for approximately 1 mile to Road No. 19-6-29.2. Proceed southwest for 2.7 miles to Road No. 19-7-35.4. Proceed south and follow the Timber Sale Area signs to the sale area.

To Partial Harvest Area 9

• From Lorane, proceed west on Siuslaw Road for approximately 11 miles to Road No. 20-6-10.3. Turn south onto Road No. 20-6-10.3 and follow the Timber Sale Area signs to the sale area.

Seasonal Restriction Matrix

Seasonal restrictions:

Daily	timing	restrictions:	
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	Jan		F	eb	Μ	ar	Α	pr	Μ	lay	Ju	ine	J	uly	Α	ug	S	ept	C	Oct	N	ov	D	ес
	1	15	1	15	1	15	1	15		15	1	15	1	15				15	1	15	1	15	1	15
Felling, yarding or loading		<u>.</u>		•		•	•	•	•	•				•	•	•		•	•	•		•	•	
Partial Harvest Areas								\mathbf{X}	\searrow	\mathbb{N}	\searrow	1												
 April 15 – June 15, both days inclusive, for sap flow Restriction may be conditionally waived 							I		¥	¥ `	¥`								I					
Special Operating Area					\searrow	\searrow	\searrow	\mathbb{N}	\searrow	\mathbb{N}	\searrow	\mathbb{N}	\mathbb{N}											
 March 1 – July 7, both days inclusive Waivers will not be granted for sap flow 			I		V	<u>v `</u>	¥	¥ Š	₩	<u>v `</u>	¥	¥ ·	<u>v 1</u>		1	_	-1		I		I	1	1	
Felling, yarding, loading, right-of-way logging and	d cle	earin	g																					
Seasonal Daily Timing Areas																								
 July 8 – September 15, both days inclusive Operations shall not begin until 2 hours after sunrise and shall cease 2 hours prior to sunset Waivers will not be granted in PH Areas 1, 2, 3, 7, 8 or 9 Waivers may be granted in PH Areas 4, 5, and 6 dependent on results of BLM marbled murrelett surveys in summer 2009 																								
Right-of-way logging and clearing																								
Right-of-Way Areas	\searrow	\mathbb{N}	\ge	\searrow	\mathbb{X}	\mathbb{X}	\searrow	\mathbb{N}	\searrow	\mathbb{N}										\mathbf{X}	\ge	\searrow	\searrow	\mathbb{X}
 Typically October 15 – May 31; may vary due to weather conditions 	/	¥ Y	V	¥ `	¥	¥`	¥	¥ Š	¥	¥ `	N										V	¥ ``	V ·	¥
Yarding or hauling: Spur 9A, Landing A, Road (Re (RDS) roads. Hauling: Rd No. 19-7-35 north of jur south of jct with Rd No. 20-7-4.4																								
Partial Harvest Areas	$\left \right>$	\mathbb{N}	\ge	\searrow	\searrow	\searrow	\searrow	\mathbb{N}	\searrow	\mathbf{N}	1									$\left \right>$	$\left \right\rangle$	\searrow	\searrow	\searrow
 Typically October 15 – May 31; may vary due to weather conditions Rocking of Spurs 2B, 2C, 2D, 3A, 4A, 4B, and 8A, or Road No. 20-6-5 will not be permitted 	<u>v</u>	<u> </u>	<u>v</u>	<u>v</u>	¥	¥ · · ·	¥	¥ · · ·	¥	¥	<u> </u>			-		•		-			<u>v</u>	<u>v</u> .	<u>v</u>	¥

TIMBER SALE LOCATION MAP

Bear West

T. 19 S., R. 7 W., SEC. 35

T. 20 S., R. 6 W., SEC. 7

T. 20 S., R. 6 1/2 W., SEC. 1

T. 20 S., R. 7 W., SECS. 1, 5, 6, 7, 11, 14 and 15









DATE: 2/19/09

EXHIBIT "A" SHEET 3 OF 6

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT SALE NAME: <u>BEAR WEST</u> TIMBER SALE CONTRACT NO: OR090-TS09-564 <u>T. 20 S., R. 7 W., SEC. 14, 15,</u> WILL. MER., EUGENE DISTRICT







EXHIBIT "A" SHEET 6 OF 6

SALE NAME: <u>BEAR WEST</u> TIMBER SALE CONTRACT NO: OR090-TS09-564 <u>T. 20 S., R. 6 W., SEC. 7,</u> WILL. MER., EUGENE DISTRICT





EUGENE DISTRICT UPPER WILLAMETTE RESOURCE AREA

PARCEL NO.: 6 SALE DATE: March 26, 2009

Tract No. E-09-600 Johnson 33 Lane County, Oregon: O&C

Bid Deposit Required: \$17,600.00

Estimated Volume (MBF) 32' Log	Estimated Volume (CCF)16' Log	Species	Estimated Volume (MBF) 16' Log	Appraised Price Per MBF	Estimated Volume Times Appr. Price
4,484	9,037	Douglas-fir	5,257	\$32.00*	\$ 167,264.00
254	477	Western hemlock	274	\$30.00*	8,220.00
4,738	9,514	TOTALS	5,531		\$ 175,484.00

All timber designated for cutting on N¹/₂, SW¹/₄, Section 33, T16S, R1E, Will. Mer.

10% of Pond Value

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

<u>LOG EXPORT RESTRICTIONS</u>: 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.

<u>CRUISE INFORMATION</u>: All species in the right-of-way have been cruised using the 3P system to select sample trees. A portion of the sample trees have been felled, bucked, and scaled and a portion of the sample trees have been cruised. Volume from both methods is 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 Douglas-fir and Western hemlock in the Partial Harvest Area was variable plot cruised. Plot data was then used to calculate v-bar and basal area per acre using the National Cruise Program. The basal area was determined with a Relaskop using a 27.78 BAF. This sale contains a total of 213 plots. 80 sample trees were randomly selected on these plots to determine v-bar. Some sample trees located in cruise plots have been felled, bucked and scaled to determine form class and to verify the cruise. 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 15.1" DBHOB; the average log contains 60 bd. ft.; the total gross volume is approximately 5,464 MBF; and 96% recovery is expected.

<u>CUTTING AREA</u>: One area totaling approximately 258 acres must be partial harvested and approximately 3 acres of rightof-way must be clear cut. Note: Acres shown on Exhibit A have been computed using a Trimble GEO XT Global Positioning System receiver and Impulse Laser with Traverse software. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

ACCESS: Access to the sale is provided by:

- 1. a public road;
- 2. BLM road to be constructed; and
- 3. Roads covered by Right-of-Way and Road Use Agreement No. E-662 between Weyerhaeuser Company and the United States. In the use of private roads, the Purchaser shall enter into a license agreement with Weyerhaeuser Company. The license agreements shall be delivered to Weyerhaeuser Company for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

<u>ROAD MAINTENANCE</u>: The Purchaser shall pay Weyerhaeuser Company a road use fee of \$16,593.00 for the use of their roads. In addition, the Purchaser shall perform maintenance on Weyerhaeuser Company roads and pay Weyerhaeuser above normal maintenance and rockwear fees estimated at \$30,880.06 for mineral and timber haul. The Purchaser shall maintain the newly constructed and improved roads and pay BLM a rockwear fee of \$595.51 for timber haul. See Exhibit D map for specification of road maintenance responsibility. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

ROAD CONSTRUCTION/IMPROVEMENT: Required

Roads No:16-1E-32Class:SN-16Length:44 StationsSurfacing:3" minusWidth:12'Compacted Depth:8"

Suggested Rock Source: Commercial Walterville Vicinity

Culverts:Corrugated Polyethylene PipeDiameter:Length:18"160'

Estimated Quantity: 1,722 CY compacted in place.

Total estimated excavation: 10 hours of cat time and 15 hours of excavator time.

Total estimated improvement cost: \$64,317.70.

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

An additional allowance of \$1,789.94 has been made for helicopter landing construction and surfacing.

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

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

OTHER SPECIAL REQUIREMENTS:

- Construction of helicopter landings on Weyerhaeuser Company land shall be coordinated between the BLM Authorized Officer, the Purchaser, the helicopter logging contractor, and a Weyerhaeuser Company representative. Prior to the use of the helicopter landing, a prework meeting will be required. The Purchaser will provide Weyerhaeuser Company with an appropriate Spill Plan if fuel trucks, tanks, or barrels are used on Weyerhaeuser land. Piling of logging debris and road restoration will be required.
- 2. Ground-based mechanized cutting and yarding operations shall be prohibited on the Partial Harvest Area during periods of excessive soil moisture. This will normally limit ground based logging to July 15 through October 15.
- The Purchaser shall be required to clean logging, road construction, and tilling equipment to remove dirt and plant debris that may contain noxious weed seeds from the undercarriage, tracks and tire treads prior to entry on Federal lands.
- 4. No harvest activities, road construction, or culvert work shall be conducted between March 1st and August 31st, both days inclusive, unless the Purchaser surveys for Northern Spotted Owls and no occupancy is indicated.
- 5. Cable corridors shall be placed to avoid cutting large snags and trees greater than 28" dbh.
- 6. One end log suspension is required in the Partial Harvest Area during cable yarding.
- 7. Lift trees and intermediate supports may be required to log portions of the Partial Harvest Area-Cable Yarding.
- 8. No felling or yarding in or through the Reserve Area.
- 9. No felling or yarding shall be conducted on the Partial Harvest Area from April 1 to June 30 of each year, both days inclusive, for sap flow, unless otherwise approved by the Authorized Officer.
- 10. All trees designated for cutting shall be felled, limbed and cut into log lengths not to exceed 40 feet before being yarded, unless otherwise approved by the Authorized Officer.
- 11. Yarding in the Partial Harvest Area-Cable Yarding shall be done with a skyline system capable of lateral yarding 75 feet each side of the skyline corridor.
- 12. Skyline corridors shall be a minimum of 150 feet apart, unless otherwise authorized, and shall not exceed 12 feet in width.
- 13. Piling, covering and burning of slash is required on all landings and within 25 feet of Road No. 16-1E-32.

It is estimated that approximately 175 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.

<u>OPTIONAL CONTRIBUTION</u>: The Purchaser will have the option of performing the slash pile burning or contributing \$533.34 in lieu thereof. The option must be declared prior to contract execution. Piling landing slash, piling along roadways, and pile covering are not included in the Optional Contribution and will remain the responsibility of the purchaser.

<u>NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA</u>: A key is required and may be obtained from the BLM Eugene District Office. From I-5 take exit 194 A onto HWY 126 east toward Springfield. From Springfield, travel east on HWY 126 for approximately 12.5 miles. Turn north onto 17-1E-9/Steele Mainline (between Mileposts 18 & 19) and follow timber sale signs to the sale area.

Seasonal Restriction Table

Seasonal Restrictions:

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Road & Harvest activity (March 1 – August 31) Soil moisture seasonal restriction for road construction (October 15 – June 1) Sap flow seasonal restriction (April 1 – June 30) Soil moisture seasonal restriction for tilling and ground-based yarding (October 15 – July 1)

*Restricted Dates are Shaded

Sale Area	J	an	F	'eb	N	lar	A	pr	Μ	lay	Ju	ne	Ju	ly	Α	ug	Se	ept	0	ct	N	ov	D	ec
Partial Harvest Area Activity	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 & Harvest Activity (Spotted Owl Restriction)																								
Road construction and Improvement																								
Yarding (Sapflow)																								
Ground based yarding, tilling																								

- Wet season restrictions may be shortened or extended depending on weather conditions; soil moisture still overrides weather conditions.
- Sap flow seasonal restrictions may be conditionally waived at BLM discretion.
- Road & Harvest Activity restriction may be changed if Purchaser elects to do surveys.

This table is for information purposes only. Refer to Section 41 Special Provisions of the contract for exact date restrictions and specifications. Subject to transient winter snow, elevation ranges from 1,200-2,100 feet







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

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

EUGENE DISTRICT UPPER WILLAMETTE RESOURCE AREA

Tract No. E-09-679 Cogswell Creek Lane County, Oregon: O&C

Bid Deposit Required: \$20,300.00

All timber designated for cutting on Lots 1-16 Section 35; Lot 4, Section 25: T 16 S., R 1 E., Will. Mer.,

Estimated			Estimated		
Volume (MBF)	Estimated		Volume (MBF)	Appraised	Estimated
32' Log	Volume		16' Log	Price	Volume Times
(Westside Rule)	(CCF)16' Log	Species	(Eastside Scribner)	Per MBF	Appr. Price
5,086	10,204	Douglas-fir	5,704	\$33.00*	\$ 188,232.00
440	992	Western hemlock	516	\$27.00*	13,932.00
5,526	11,196	TOTALS	6,220		\$ 202,164.00

*10% of Pond Value

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

NOTE: This timber sale has been cruised based upon Scribner board foot measure.

<u>LOG EXPORT RESTRICTIONS</u>: 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.

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

Volume for all coniferous species in the Partial Harvest Areas was variable plot cruised. The Partial Harvest Areas contain a total of 329 plots and 123 randomly selected sample trees. The tree count was determined with a Relaskop using a 20 BAF. Sample trees were randomly selected and volume is expanded to a total Partial Harvest Area volume in 16-foot lengths using the **National Cruise 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 46 bd. ft.; the total gross volume is approximately 6,008 MBF; and 95% recovery is expected.

<u>CUTTING AREA</u>: Six areas totaling 273 acres must be partial harvested and approximately 6 acres of right-of-way must be clear cut.

ACCESS: Access to the sale is provided by:

- 1. a public road;
- 2. BLM existing roads;
- 3. BLM roads to be constructed; and
- 4. Roads covered by a Cooperative Right-of-Way and Road Use Agreement No. E-662 between Weyerhaeuser Company and the United States. In the use of private roads, the Purchaser shall enter into a license agreement with Weyerhaeuser Company (Springfield Office). The license agreements shall be delivered to Weyerhaeuser Company for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.
- 5. Obtain a pre-sale key from the BLM office. Portions of Weyerhaeuser Road No. 1241 are dirt surfaced and are closed on a seasonal basis.
- 6. In the use and maintenance of Road No. 17-1E-1 as shown on the Exhibit D, the Purchaser shall comply with the conditions of Road Easement RE-E-391 Giustina Bros.; RE-E-531 Eugene Water and Electric Board; and RE-E-541 Giustina Bros. between the United States and landowners of the easements: said easements are available for inspection at the Bureau of Land Management, Eugene District Office, 2890 Chad Drive, Eugene, Oregon.

<u>ROAD MAINTENANCE</u>: The Purchaser shall pay Weyerhaeuser Company a road use fee estimated at \$18,660.00 for the use of roads under their control. In addition the Purchaser shall, at Weyerhaeuser Company's option, perform maintenance

on Weyerhaeuser Company roads and pay to Weyerhaeuser above normal maintenance and rockwear fees, or Weyerhaeuser will maintain and the Purchaser shall pay road maintenance fees to Weyerhaeuser estimated at \$2,962.98 for mineral and timber haul. The Purchaser shall maintain all BLM-controlled rocked roads. The Purchaser shall pay BLM a road maintenance fee of \$179.92 and pay BLM a rockwear fee of \$12,548.60 for timber and mineral haul. See Exhibit D map for specification of road maintenance responsibility. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

ROAD CONSTRUCTION: Required Suggested Rock Source: Commercial Road Nos. 16-1E-25.12, 16-1E-26 ext.; 16-1E-34.1; and Spurs C, D, E, and F, Road No. 1520 junction Class: SN-16 rock and native 47.72 Sta. of gravel surface, 14.4 Sta. of native Length: **Corrugated Polyethylene Pipe** surface Culverts: Surfacing: 4" of 3" minus base and 4" 1-1/2" minus surface Diameter: Length: course Width: 12' 18" 214' Compacted Depth: 8" Estimated Quantity: 2,270 CY Truck yards of 3" minus, and 643 CY Truck yards of 1-1/2" minus Total estimated excavation: 20.8 hours of cat time and 13 hours of excavator time. Total estimated road construction cost: \$70,726.52. HELICOPTER LANDING CONSTRUCTION: Required Suggested Rock Source: Commercial 360 CY of Jaw Run Total estimated time: 3 hours cat time, 6 hours excavator time Total estimated helicopter landing construction cost: \$8,286.74. **ROAD RENOVATION: Required** Suggested Rock Source: Commercial Road Nos.: 16-1E-35.2, 17-1E-1, 100, 1500, 1540, and a portion of 1241 Class: **SN-16** Length: 4.68 miles, 247.08 Stations Culverts: Corrugated Polyethylene Pipe Surfacing: 17-1E-1:1-1/2" minus (4" depth) Diameter: Length: Road No. 100: 1-1/2" minus (2" depth) 16-1E-35.2: remain native surface 18" 206' 24" Width: 12' 202' Estimated Quantity: 3,620 CY truck yards of 1-1/2" minus; 40 CY river gravel for culvert bedding on Road No. 35.2 Total estimated excavation: 8 hours cat and 26 hours of excavator time Total estimated road renovation cost: \$83,533.88. Suggested Rock Source: Commercial **ROAD IMPROVEMENT: Required** Roads Nos. 1241, 1241 ext, 1500, and 1520 Class: **SN-16** 144.88 Stations Length: Surfacing: Road No. 1241 Ext. - 3" minus base course (4" depth) and 1-1/2" minus surface course (4" depth) Road No. 1500 - 1-1/2" minus (4" depth) for 0.57 miles Road No. 1520 - 1-1/2" minus (2" depth) for 0.36 miles Existing portion of Road No. 1241 – spot rock Culverts: Corrugated Polyethylene Pipe Width: 12' Diameter: Length: Compacted Depth: 8" 18" 120' Estimated Quantity: 1-1/2" minus: 1,840 CY (truck yards); and 3" minus: 1,030 CY (truck yards) of 3" minus Total estimated excavation: 8 hours cat, 24 hours excavator, 30 hours chipper. Total estimated road improvement cost: \$65,757.85 Road Decommissioning Till and block; remove 5 temporary culverts

Total estimated decommissioning costs: \$4,602.84 Total length: 51 stations 45 hours of excavator An allowance of \$2,400.00 has been made for two temporary gates to be installed at the locations directed by the Authorized Officer.

GRAND TOTAL \$235,307.83

Road and helicopter landing construction, renovation, improvement, and decommissioning shall be restricted to periods of dry weather (typically July 1 to October 15) unless otherwise approved by the Authorized Officer.

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

<u>SPECIAL PROVISIONS</u>: The contract will contain special provisions regarding road construction, road renovation, road improvement, culvert installation, road maintenance, logging methods, prevention of erosion, logging residue reduction and submission of a written logging plan specifying landing locations, logging methods and logging schedule, and road decommissioning.

OTHER SPECIAL REQUIREMENTS:

- 1. Trees marked with a pink band and a pink W are reserved from cutting. These are for bald eagle habitat (BEHA). Reserve trees marked with pink paint in Partial Harvest Areas may not be cut for operational purposes without prior approval by the Authorized Officer.
- 2. The Purchaser shall be required to clean logging, road construction, and tilling equipment to remove dirt and plant debris that may contain noxious weed seeds from the under carriage, tracks and tire treads prior to entry to BLM land.
- 3. Corridors shall be placed to avoid cutting large snags, trees over 28" dbh and pink painted reserve trees.
- 4. Hauling operations on native surface roads shall be restricted to dry periods.
- 5. One end log suspension is required in the Partial Harvest Areas during cable yarding.
- 6. Lift trees and intermediate supports may be required to log portions of the Partial Harvest Area-Cable Yarding.
- 7. No felling or yarding in or through the Reserve Area.
- 8. No felling or yarding shall be conducted on the Partial Harvest Areas during sap flow from April 1 to June 30 of each year, both days inclusive, unless otherwise approved by the Authorized Officer.
- In Partial Harvest Area No.35B, shown on Exhibit A, no harvest activities, including helicopter landings, road construction, or culvert work shall be conducted from March 1 to August 30, both days inclusive, except for the portion of Road No.16-1E-34.1 in Partial Harvest Area No. 35B. This is a spotted owl restriction.
- 10. Road construction, decommissioning and culvert installation and removal shall not be allowed on the BLM portion of Road No. 16-1E-34.1, Spur E and F, from March 1 to July 15, both days inclusive. This is a spotted owl restriction.
- 11. Harvest activities, road construction, culvert installation and removal and decommissioning in Partial Harvest Areas 35C and 35D shall be restricted to a single season.
- 12. Ground based mechanized cutting and yarding operations will be prohibited on the Partial Harvest Areas during periods of excessive soil moisture. This will normally limit ground based logging to July 1 through October 15.
- 13. All trees designated for cutting shall be felled, limbed and cut into log lengths not to exceed 40 feet before being yarded unless otherwise approved by the Authorized Officer.
- 14. Piling, covering and burning of slash required on all landings and within 25 feet of Road Nos. 16-1E-35 and 17-1E-1 within the Partial Harvest Areas.
- 15. Stream culverts crossing Road No. 16-1E-35.2 shall be removed and placed at the junction with Road No. 17-1E-1. Excavated material from the culvert removal shall be placed in a location determined by the Authorized Officer.
- 16. Construction of helicopter landing will be coordinated between the BLM Authorized Officer, the Purchaser, the helicopter logging contractor, and a Weyerhaeuser Company Representative (for use of WY landings). An allowance of \$8,286.74 was made for surfacing helicopter landing locations and road reinforcement on WY controlled roads. This price also includes required clean-up and piling of logging slash upon completion of use of the helicopter landing. Prior to the use of helicopter landing on Weyerhaeuser land, the Purchaser shall contact Weyerhaeuser Company Representative to arrange a pre-work meeting. The Purchaser shall pay Weyerhaeuser, in advance, \$5.00 per Douglas-fir seedling/sapling that is destroyed or removed during construction and logging at the landing site. All activity on Weyerhaeuser Company land must adhere to the provisions of the license agreement.

Special Provisions regarding contract suspension/modification/termination have been added to Section 41 of the contract.

It is estimated that approximately 413 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.

<u>OPTIONAL CONTRIBUTION</u>: The Purchaser will have the option of performing the slash pile burning or contributing \$545.07 in lieu thereof. The option must be declared prior to contract execution. Piling landing slash and, piling along roadways and pile covering are not included in the Optional Contribution and will remain the responsibility of the purchaser.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: Obtain a key from BLM office. *Access to the sale is through a locked gate.* From Main Street in Springfield, travel northeast on OR-126 – McKenzie Hwy and continue to Milepost 22. Turn north onto BLM Road No. 17-1E-1 that crosses over the canal. Follow signs approximately 1/2 mile to the sale area.

Sale Name: Cogswell Creek Tract No.: E-09-679

Seasonal Restriction Table

Seasonal Restrictions:

Harvest activity in 35B (March 1 - August 30)

Soil moisture seasonal restriction for stream culvert installation and removal, and hauling on native surface roads (October 16 – June 30)

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

Sap flow seasonal restriction (April 1 – June 30)

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

Road Construction Spur E and BLM portion of Road No. 16-1E-34.1 (March 1 – July 15)

Harvest activity, road construction, decommissioning and culvert installation in Partial Harvest Area 35C and 35D shall be completed in a single season.

*Restricted Dates are Shaded

Sale Area	J	an	F	eb	Ν	<i>l</i> lar	A	pr	M	lay	Ju	ne	Ju	ıly	Α	ug	S	ept	0	ct	N	vc	Dec
Partial Harvest Area Activity	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1 15
Harvest Activity in 35B																							
Culvert installation and removal																							
& Hauling on native surface roads																							
Road construction and Improvement																							
Yarding (Sap flow)																							
Ground based yarding, tilling																							
Construction Spur E & BLM portion of Road No. 16-1E-34.1																							

• Wet season restrictions may be shortened or extended depending on weather conditions; soil moisture still overrides weather conditions.

Sap flow seasonal restrictions may be conditionally waived at BLM discretion.

• Road and Harvest activity restrictions may be changed if Purchaser elects to do spotted owl surveys.

This table is for information purposes only. Refer to Section 41 Special Provisions of the contract for exact date restrictions and specifications. Subject to transient winter snow, elevation ranges from 1,200-2,000 feet





EXHIBIT "A" SHEET 1 of 2

SALE NAME: COGSWELL CREEK TIMBER SALE CONTRACT NO.: OR090-TS09-679 T.16S., R01E., SEC. 35 WILL. MER., EUGENE DISTRICT



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

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



EXHIBIT "A" SHEET 2 of 2

SALE NAME: COGSWELL CREEK TIMBER SALE CONTRACT NO.: OR090-TS09-679 T.16S., R01E., SEC. 25 WILL. MER., EUGENE DISTRICT





Partial Harvest acres shown on Exhibit A have been computed using a Trimble GEO XT Global Positioning System receiver and Impulse Laser with Traverse software. Acreage was calculated based on Global Positioning System traverse procedures including differential correction. No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification. Inited States Department of the Interic Bureau of Land Management Oregon State Office P.O. Box 2965 Portland, Oregon 97208-2965



with Traverse software. Acreage was calculated based on Global Positioning System traverse procedures including differential correction. No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

Oregon State Office P.O. Box 2965 Portland, Oregon 97208-2965



EXHIBIT "G" SHEET 1 of 2

SALE NAME: COGSWELL CREEK TIMBER SALE CONTRACT NO.: OR090-TS09-679 T.16S., R01E., SEC. 35 WILL. MER., EUGENE DISTRICT



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



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 Nonsegregated 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.

Bid, invitation number, or other identification Tract No.

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Bid Date March 26, 2009

Bidder or offeror (name)

Address (include zip code)

Specify government-owned property bid on (*item*)

Timber Sale of approximately _____ MBF

A. By submission of this bid or proposal, each bidder or offeror certifies, and in the case of a joint bid or proposal, each party thereto certifies as to its own organization, that in connection with this sale:

1. The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or offeror or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror and will not knowingly be disclosed by the bidder or offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and

3. No attempt has been made or will be made by the bidder or offeror to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

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

1. He is the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein and that he has not participated, and will not participate, in any action contrary to A.1 through 3 above; or

2. (i) He is not the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein but he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to A. 1 through 3, above, and as their agent does hereby so certify; and

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

C. This certification is not applicable to a foreign bidder or offeror submitting a bid or proposal for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

D. A bid or proposal will not be considered for award where A. 1, 3, or B., above, has been deleted or modified. Where A. 2, above, has been deleted or modified, the bid or proposal will not be considered for award unless the bidder or offeror furnishes with the bid or proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, determines that such disclosure was not made for the purpose of restricting competition.

(Signature of Authorized Officer)

Name and Title (type or print)

INSTRUCTIONS

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

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

Form 5450-22 (March 1986) (formerly OR 5440-16)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Sale Number

Bid Date

CASH BID BOND

March 26, 2009

KNOW BY ALL MEN BY THESE PRESENTS, That \Box I \Box We

of					
doing business as an	□ individual	□ partnership	□ corporation	organized and existing under th	e laws of the State
of		as Principal, is hele	d and firmly bound	d unto the United States of Americ	ca in the penal sum
of				dollars (\$),
lawful money of the	United States, fo	r the payment of w	which, well and tru	uly to be made, I bind myself, m	y heirs, executors,
administrators, succes	sors and assigns,	jointly and several	lly, as a further gu	arantee of which a cash deposit of	or assured payment
has been made with th	e Bureau of Land	Management at			in the form of
a		in th	ne amount of \$		
A				he principal fails to enter into a w	

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.

	,
IF INDIVIDUAL OR PARTNERSHIP, SIGN HERE:	IN THE PRESENCE OF TWO WITNESSES:
	(Witness)
By(Name)	(Address)
(Address)	(Witness)
(Name)	(Address)
(Address)	IF CORPORATION, SIGN HERE
(Name)	
(Address)	
	By
(Name)	(Name)
(Address)	(Title)
CORPORAT	ION CERTIFICATE
	executed by the Secretary or Assistant Secretary of the Corporation.
	tify 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)

* U.S. Government Printing Office: 1986-491-441/47608

× /	UNITED STATES RTMENT OF THE INTERIC JU OF LAND MANAGEME			Tract Number								
DEPOSIT AND BID	FOR VEGETATIVE (Other Than		E	Sale Name Sale Notice (<i>dated</i>) BLM District								
Sealed Bid for Sealed Bid Sale		U Writter	n Bid for Oral Auct	ion Sale								
In response to the above dated Sale N resource on the tract specified above	otice, the required deposit and	l bid are hereb	y submitted for the	e purchase of designate	ed timber/vegetative							
Required bid deposited is \$ Cashier's check certified guaranteed remittance approved b IT IS AGREED That the bid depundersigned fails to execute and ret days after the contract is received b per species will be considered. If the	I check bid bor y the authorized officer. bit shall be retained by the urn the contract, together wi y the successful bidder. It is	e United State th any required s understood th	e surety on approved as a liquidated date of the second se	amages if the bid is and and any required p	ed States Treasury accepted and the ayment within 30							
NOTE: Bidd	BID SCHEDUL ers should carefully check		in completing th	e Bid Schedule.								
	BID SUBMITTED			ORAL BII	O MADE							
PRODUCT SPECIES UNIT	ESTIMATED VOLUME UI OR QUANTITY	NIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE							
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(Continued on reverse)

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)								
\Box Signature, if firm is individually owned	Name of firm (<i>type or print</i>)							
□ Signatures, if firm is a partnership	Business address, include zip code (type or print)							
Corporation organized under the state laws of Signature of Authorized Corporate Signing Officer	(To be completed following oral bidding) I HEREBY confirm the above oral bid By (signature)							
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 Aaugust 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 hight 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 feed 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 mush 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 quail-fied or responsible or unless all bids are rejected. If high bidder is not qualified ot 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 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 be 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 signify-cant 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.