

5430A

To: Eugene District Office

Attn: Debbie Newman, Upper Willamette Resource Area (541) 683-6254

#### PROSPECTUS REQUEST

Please send the Prospectus for the Seeley Creek South Timber Sale to be sold on Sept. 17, 2009.

Mail to:

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Requested by: 

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# PROSPECTUS



## United States Department of the Interior

### BUREAU OF LAND MANAGEMENT

Eugene District Office

P.O. Box 10226

Eugene, Oregon 97440-2226

IN REPLY REFER TO:

5430A

August 26, 2009

**Parcel No. 1 – Seeley Creek South  
Tract No. E-09-602  
Upper Willamette Resource Area**

#### TIMBER SALE NOTICE

**NOTICE IS HEREBY GIVEN** that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or her representative, at the **EUGENE DISTRICT OFFICE, 3106 Pierce Parkway, SPRINGFIELD, OREGON**. The timber sale will commence at 10:00 a.m. on Thursday, **September 17, 2009**.

The Eugene District Office has relocated. The office is now located at 3106 Pierce Parkway, Springfield, Oregon..

**Directions to our new office:** Take Highway 126 to Springfield. Turn north at the Mohawk Boulevard exit and travel to Marcola Road, then east on Marcola Road 1/2 mile to 28th St. Turn north and travel 1/10 mile and turn west on Pierce Parkway (just past the mini-storage facility). Travel past the entry gate. The BLM entrance is on the west side of the building.

This Timber Sale Notice does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003 - Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in The Register Guard newspaper on or about August 26, 2009. 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 \$2,500.00 or more, but the amount of the bond shall not be in excess of \$500,000.00, 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 \$500.00 will be required for all installment contracts less than \$2,500.00.

**INSTALLMENT PAYMENTS** may be authorized for sales of \$500.00 or more. Required installments will be determined by BLM. For sales under \$500,000.00, 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.

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 5440-9
- Form 5450-22

EUGENE DISTRICT  
UPPER WILLAMETTE RESOURCE AREA

PARCEL NO.: 1  
SALE DATE: September 17, 2009

Tract No. E-09-602 Seeley Creek South  
Lane County, Oregon: O&C

Bid Deposit Required: \$ 17,100.00

All timber designated for cutting on Lots 1,2,3,4, NE1/4, E1/2NW1/4, E1/2SW1/4, N1/2SE1/4, Section 19, T 15 S., R 1 W.; N1/2NE1/4, SE1/4NE1/4, Section 24, NE1/4NW1/4, Section 30, T 15 S., R 2 W., Will. Mer.

Estimated Volume (MBF) 32' Log	Estimated Volume (CCF)16' Log	Species	Estimated Volume (MBF) 16' Log	Appraised Price Per MBF	Estimated Volume Times Appr. Price
4,617	9,362	Douglas-fir	5,179	\$30.00*	\$ 155,370.00
551	1,198	Western hemlock	645	\$23.00*	14,835.00
5,168	10,560	TOTALS	5,824		\$ 170,205.00

\*10% of Pond Value

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

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

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

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

Volume for all Douglas-fir and Western hemlock in the Partial Harvest Area was variable plot cruised. The Partial Harvest Area contains a total of 214 plots and 142 randomly selected sample trees on these plots to determine v-bar. The tree count was determined with a Relaskop using a 20 BAF. Sample trees were randomly selected and volume is expanded to a total Partial Harvest Area volume in 16-foot lengths using the **National Cruise Processing Program**. 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 trees, the average tree is 12.8" DBHOB; the average log contains 41 bd. ft.; the total gross volume is approximately 5,378 MBF; and 96% recovery is expected.

CUTTING AREA: One area totaling 379 acres must be partial harvested and approximately 10 acres of right-of-way must be clear cut. Note: Acres shown on Exhibit A have been computed using a Trimble GEO XT Global Positioning System receiver and impulse Laser with Traverse software. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

ACCESS: Access to the sale is provided by:

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

ROAD MAINTENANCE: The Purchaser shall pay Weyerhaeuser Company a road use fee estimated at \$4,658.00 for the use of Road No. 15-1-20A under their control. In addition, the Purchaser shall pay Weyerhaeuser above normal maintenance and rockwear fees for timber haul, estimated at \$989.83 if the Purchaser maintains the Weyerhaeuser road; or Weyerhaeuser will maintain and the Purchaser shall pay rockwear and maintenance fees, estimated at

\$1,572.08 to Weyerhaeuser (Weyerhaeuser option at the time of execution of the license agreement). The Purchaser shall pay to BLM maintenance fees of \$19,521.29 for timber and rock haul on BLM controlled paved roads. The Purchaser shall maintain all BLM-controlled gravel roads and pay BLM a rockwear fee of \$3,784.95 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

Required Rock Source: McGowan Quarry

Spurs 19A, 19B, 19C, 19G, and 19L

Class: SN-14 natural surface  
Length: 57 stations

Spurs 19H, 19I, 19J, and 24A

Class: SN-14 rock surface  
Length: 51 stations  
Surfacing: 3" Minus  
Compacted Depth: 8"  
Estimated Quantity: 2,576 Truck Yards

Road No. 15-1-30

Class: SN-16  
Length: 22 stations  
Surfacing: 1-½" Minus crushed aggregate  
Compacted Depth: 8"  
Estimated Quantity: 1,125 Truck Yards

Culverts: Corrugated Polyethylene Pipe  
Diameter: 18"  
Length: 160' – five cross drains

Total estimated excavation: 67 hours of cat time and 41 hours of excavator time

Total estimated road construction cost: **\$145,703.20.**

ROAD IMPROVEMENT: Required

Required Rock Source: McGowan Quarry

Road No. 15-1-28D1

Class: SN-16  
Length: 2.36 miles – 11 cross drain installations and one stream culvert replacement  
Surfacing: 1-½" Minus – from the north property line of Section 19 to Road No. 15-1-20 junction  
Compacted Depth: 4"  
Estimated Quantity: 3,213 Truck Yards

Road No. 16-1-5

Class: Existing asphalt road  
Length: One culvert replacement at M.P. 3.9  
Surfacing: Asphalt  
Width: Match existing width  
Compacted Depth: 4" asphalt  
Estimated Quantity: 8 tons asphalt

Culverts: Corrugated Polyethylene Pipe  
Diameter: 18"  
Length: 350'

Diameter: 24"  
Length: 40'

Diameter: 30"  
Length: 45'

Total estimated excavation: 48 hours of excavator time.

Total estimated improvement cost: **\$114,353.45**

All quantities of material in the Prospectus are estimates only.

Special Requirements in Road Improvement: Resurfacing over culvert installations with rock and/or asphalt. Hauling of unsuitable and/or excess material to a waste area. Hauling of suitable material for stream culvert fill. Seeding and mulching areas of soil disturbance including culvert fill areas, soil disposal sites, and cut banks. Rip rap placement at culvert inlets and outlets.

ROAD DECOMMISSIONING, ROCK REMOVAL, AND TRAIL RESTORATION: Required

Rock removal, trail restoration, tilling, and/or blocking of Spurs 19A, 19B, 19C, 19G, 19H, 19L, and a portion of 24A (Station 0+00 – 22+00). Removal and hauling of excess rock surfacing to the area adjacent to the Shotgun/Crooked Creek Maintenance Yard. Excavator time: 14 hrs. See Exhibit G.

Total estimated cost: **\$19,507.00**

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

SPECIAL PROVISIONS: The contract will contain special provisions regarding road construction; 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:

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

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

Rock removal and hauling to stockpile site and Off Highway Vehicle (OHV) trail restoration will be required. Rock surfacing removed after use and trail restoration will be hauled to the area adjacent to the Shotgun/Crooked Creek Maintenance Yard as directed by the Authorized Officer.

This area has OHV trails within the Partial Harvest Area. BLM plans to close to public use the Partial Harvest Areas to OHV (motorcycles/quads) entry **upon notification of the beginning of harvest operations**. Closure would continue until harvest and trail restoration is completed.

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

Protection of the asphalt surfacing on Road No. 16-1-5 during logging will be required. Traffic control signs will be required during logging from, or adjacent to, Road Nos. 15-1-19.1 and 16-1-5.

1. Upon completion of harvest, Purchaser shall be required to restore OHV Trail Nos. 19, 22, 23, 24, 25, 26 and 27 within the Partial Harvest Areas as shown on Exhibit A to their pre-existing condition, as determined by the Authorized Officer. This may include rehabilitation of turnpikes, rolling grade dips, and slash removal from the existing tread of the designated trail.
2. Upon completion of use or after harvest activities, Purchaser will be required to use a combination of techniques to remove rock and restore trails. An allowance of \$19,507.00 has been made for rock removal and hauling, trail restoration, and road decommissioning. See Exhibit G
3. Rock crushing from the BLM McGowan Quarry, T.16S., R.3W., Sec. 13. No blasting or crushing is allowed between March 1 and July 15.
4. The Purchaser shall be required to clean logging, road construction, and tilling equipment to remove dirt and plant debris that may contain noxious weed seeds from the undercarriage, tracks and tire treads prior to entry on BLM lands.
5. Machine slash piling, covering and burning is required on all landings and within 25 feet of Road Nos. 15-1-28 and 15-1-30. Hand slash piling, covering and burning is required within 25 feet of Road Nos. 15-1-19.1 and 16-1-5, and Spurs 19A and 19B.
6. Removal and installation of stream crossing culverts shall be done between July 1 and October 15. No hauling shall be conducted on natural surfaced roads during periods of wet weather, as determined by the Authorized Officer.
7. Ground based mechanized cutting and yarding operations will be prohibited on the Partial Harvest Areas during periods of excessive soil moisture. This will normally limit ground based logging to July 15 through October 1.
8. Cable corridors may need to be adjusted to avoid cutting large snags and remnant trees.
9. One end log suspension is required in the Partial Harvest Area during cable yarding.
10. Lift trees and intermediate supports may be required to log portions of the Partial Harvest Area - Cable Yarding.

11. No felling or yarding through Reserve Area.
12. No felling or yarding shall be conducted on the Partial Harvest Area during sap flow from April 1 to June 30 of each year, both days inclusive, unless otherwise approved by the Authorized Officer.
13. Yarding in the Partial Harvest Area – Cable Yarding, as shown on Exhibit A, shall be done with a skyline system capable of lateral yarding 75 feet each side of the skyline corridor. Skyline corridors shall be a minimum of 150 feet apart, unless otherwise authorized, and shall not exceed 12 feet in width.

It is estimated that approximately 582 MBF of additional timber, such as guyline, tailhold, and corridor volume, 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; (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.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing the slash pile burning or contributing \$1,087.36 in lieu thereof. The option must be declared prior to contract execution. Piling landing slash, piling along roadways and pile covering are not included in the Optional Contribution and will remain the responsibility of the Purchaser.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: From I-5 take Exit 194A onto HWY 126 east toward Springfield. Travel approximately 3.6 miles and take the 42<sup>nd</sup> Street/Marcola exit. Turn east at 42<sup>nd</sup> Street and travel 0.5 miles to Marcola Road. Turn north onto Marcola Road and follow for approximately 13.3 miles. Turn west on Shotgun Creek Road and follow timber sale signs to the Seeley Creek South Timber Sale.

## Seasonal Restriction Table

### Seasonal Restrictions:

Road Construction & Harvest activity (March 1 – July 15)

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

Sap flow seasonal restriction (April 1 – July 1)

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

Quarry activities (March 1 – July 15)

### \*Restricted Dates are Shaded

Sale Area		Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		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
	Road & Harvest Activity (NSO) West of Rd. No. 15-1-19.1																								
	Road construction and Improvement																								
	Yarding ( Sapflow)																								
	Ground based yarding, tilling																								
	Quarry activities																								

- 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 1000-2500 feet



# TIMBER SALE LOCATION MAP

## *Seeley Creek South - Tract No. E-09-602*

TOWNSHIP

15 S

15 S

RANGE

01 W

02 W

SECTION

19

24

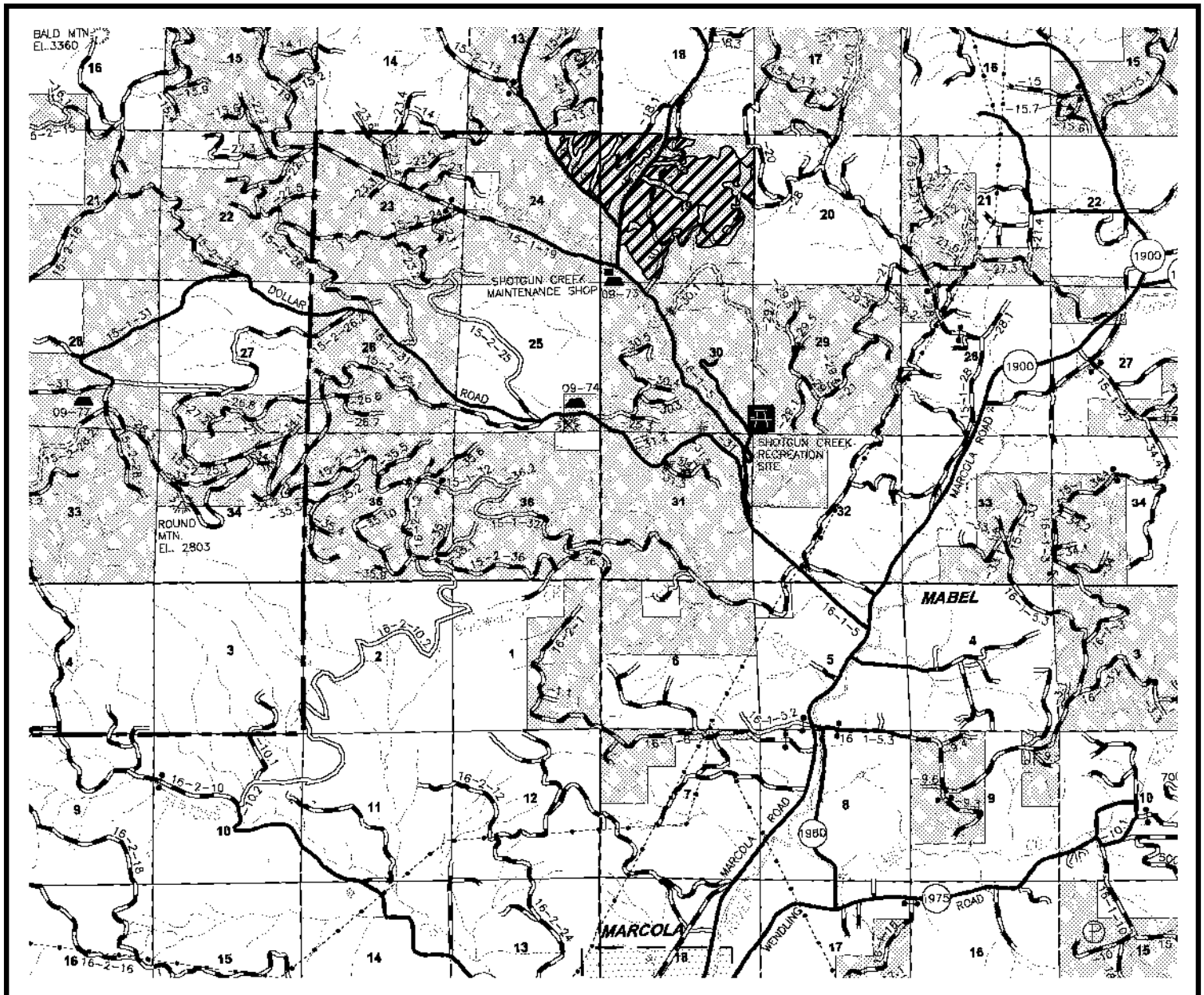
0.9 0.45 0 0.9 Miles



Seeley Creek South

1 inch = 1 mile

# 4

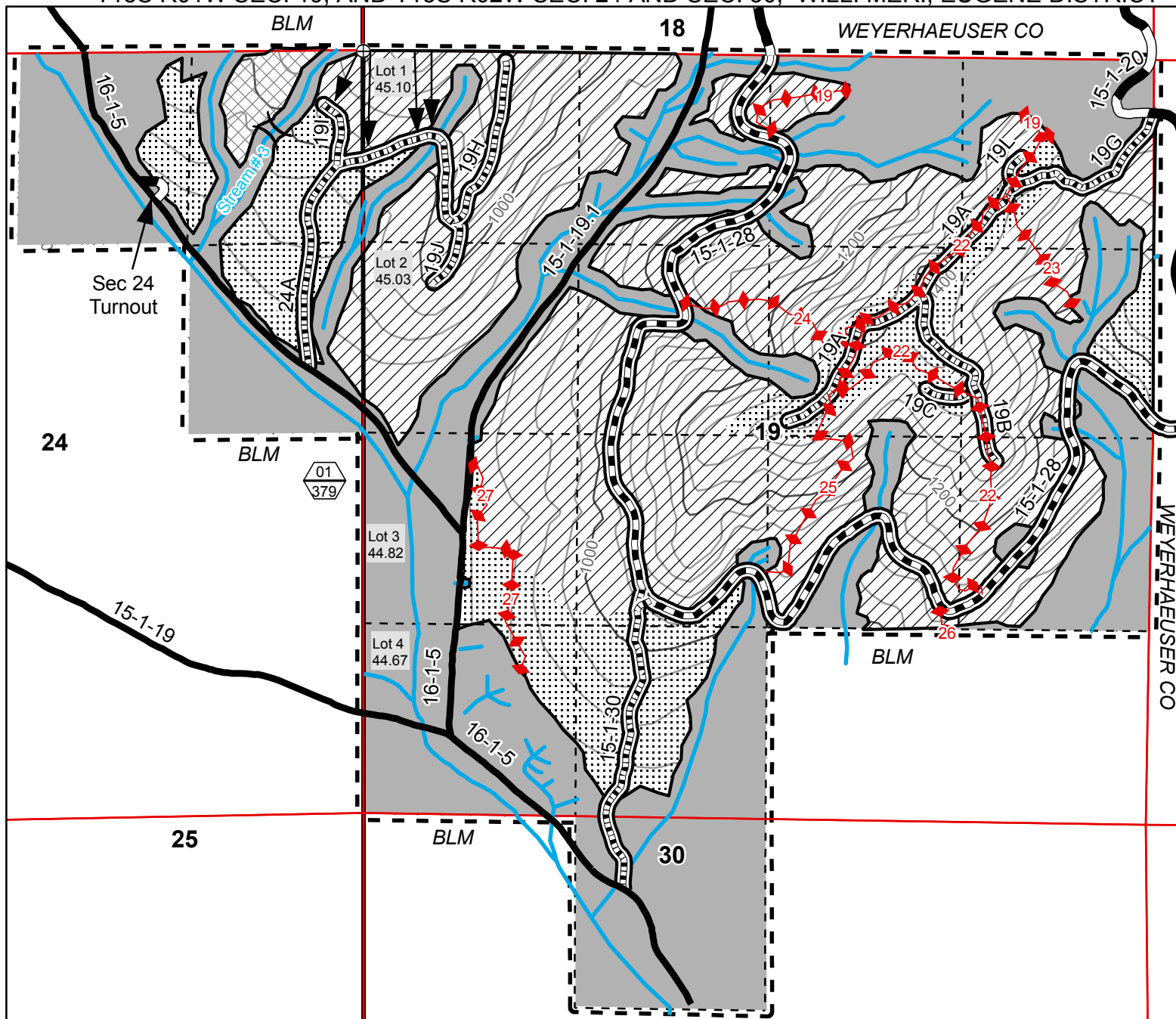




UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"  
SHEET 1 of 1

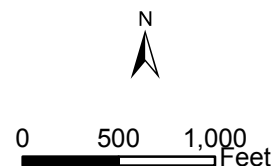
SALE NAME: SEELEY CREEK SOUTH TIMBER SALE CONTRACT NO.: OR090-TS09-602  
T15S R01W SEC. 19, AND T15S R02W SEC. 24 AND SEC. 30, WILL. MER., EUGENE DISTRICT



Legend

- PARTIAL HARVEST AREA - CABLE YARDING
- PARTIAL HARVEST AREA - GROUND BASED YARDING
- SPECIAL YARDING AREA
- PARTIAL HARVEST AREA - BLAZED, POSTED, PAINTED
- RESERVE AREA
- BOUNDARY - CONTRACT AREA
- SECTION LINE
- TOWNSHIP LINE

- EXISTING ROAD - ROCK
- EXISTING ROAD - PAVED
- NEW CONSTRUCTION
- ROAD IMPROVEMENT - ROCK
- OHV TRAIL
- STREAM
- 40 FT. CONTOUR
- SUBDIVISIONAL LINE
- UNIT NUMBER (TOP) / UNIT ACRES (BOTTOM)
- EQUIPMENT CROSSING
- CORNER FOUND
- DOWNHILL YARDING



08/18/2009

GRAND TOTAL SECTIONS 19, 24 & 30	
PARTIAL HARVEST AREA	379 ACRES
ROAD RIGHT-OF-WAY	10 ACRES
RESERVE AREA	350.62 ACRES
CONTRACT AREA	739.62 ACRES

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

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

## **Road Decommissioning and OHV Trail Conversion Work List**

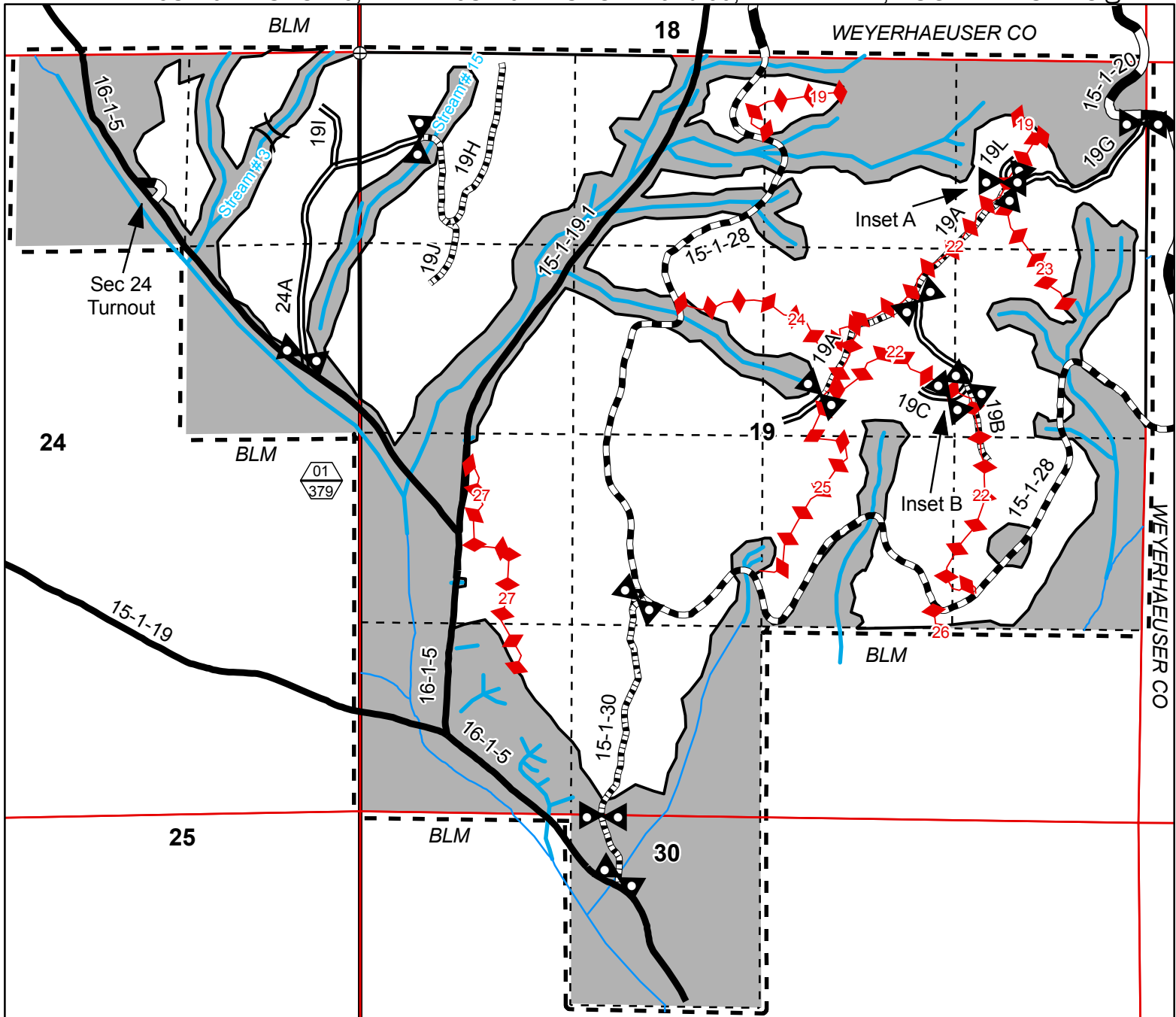
1. Blocking is to be accomplished by using large available debris such as root wads, down logs, boulders, etc., unless otherwise determined by the Authorized Officer.
2. Tilled roads not being converted to trails are to be covered with logging slash.
3. Remove rock, block and till Spur 24A beginning at junction with Road No. 16-1-5 to within 50' of Stream No. 15, as determined by the Authorized Officer.
4. Block and till Spur 19G beginning at Road No. 15-1-20 to junction with Spur 19A (as shown on Sheet 3 of 3, Exhibit G – Inset A).
5. Block and till Spur 19A from the junction with Trail No. 25 to the end of construction.
6. Block and till Spur 19L from the junction with Spur 19A to the end of construction (as shown on Sheet 3 of 3, Exhibit G – Inset A).
7. Remove rock and till the entire length of Spur 19I.
8. For Spur 19B, block at the junction with Spur 19A and the east side of Trail No. 22 on Spur 19C, till the entire surface and cover tilled area with logging slash (as shown on Sheet 3 of 3, Exhibit G).
9. For Spur 19C, block on west side of Trail No. 22, till Spur 19C to the end of construction and cover with logging slash (as shown on Sheet 3 of 3, Exhibit G – Inset B).
10. Block Road No. 15-1-30 at the junction with Road No. 16-1-5 and at the junction with Road No. 15-1-28 as directed by the Authorized Officer.
11. Tilling shall occur during dry weather, typically between July 1 and October 15, as determined by the Authorized Officer.



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

EXHIBIT "G"  
SHEET 2 of 3

SALE NAME: SEELEY CREEK SOUTH TIMBER SALE CONTRACT NO.: OR090-TS09-602  
T15S R01W SEC. 19, AND T15S R02W SEC. 24 and 30, WILL. MER., EUGENE DISTRICT

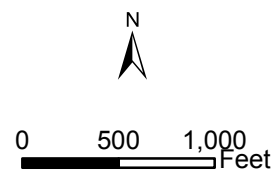


Legend

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

- NEW CONSTRUCTION
- EXISTING ROAD - ROCK
- EXISTING ROAD - PAVED
- ROAD IMPROVEMENT - ROCK
- BLOCKED AND TILLED
- OHV TRAIL
- FIELD CHECKED STREAM
- STREAM
- SUBDIVISIONAL LINE
- EQUIPMENT CROSSING
- CORNER FOUND

ROAD TILLING AND BLOCKING



08/12/2009

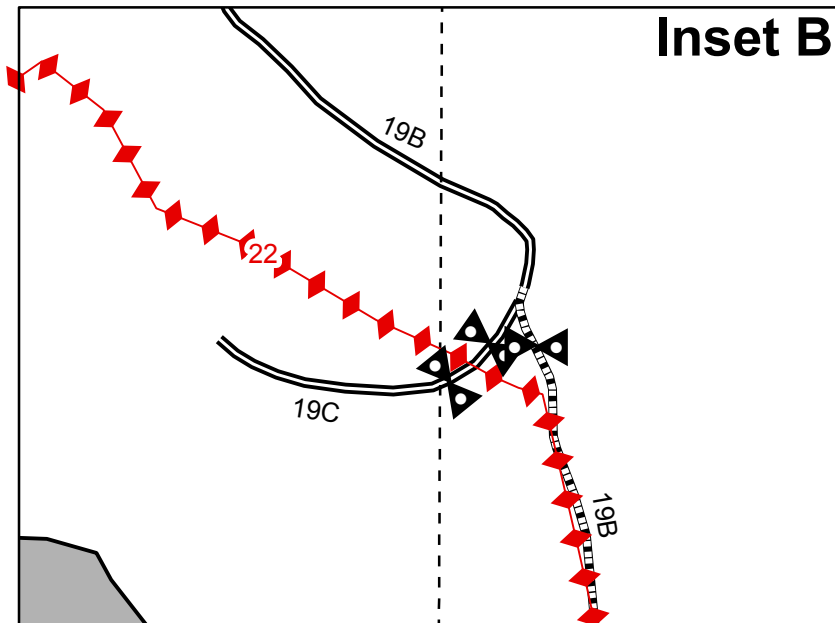
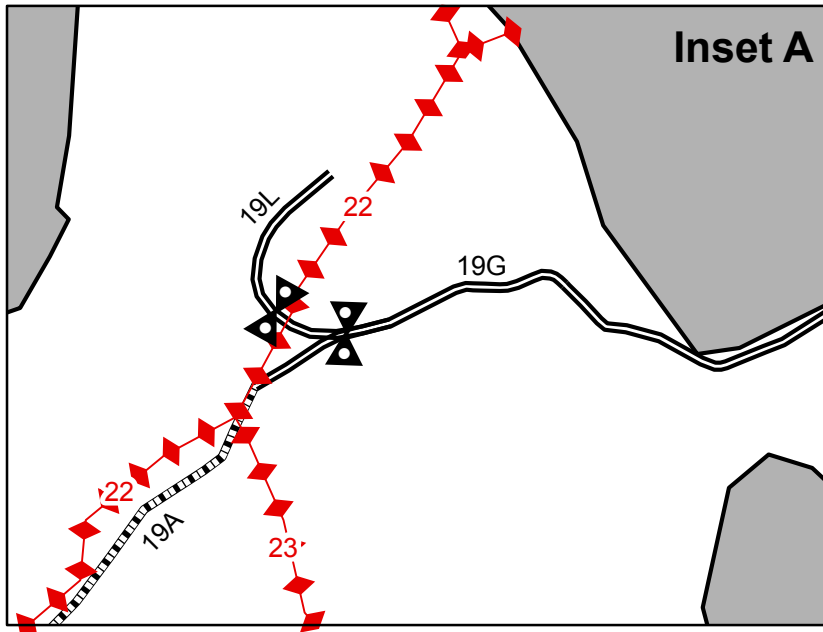
Partial Harvest acres shown on Exhibit A have been computed using a Trimble GEO XT Global Positioning System receiver and Impulse Laser with Traverse software. Acreage was calculated based on Global Positioning System traverse procedures including differential correction. No warranty is made by the Bureau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

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

EXHIBIT "G"  
Sheet 3 of 3

SALE NAME: SEELEY CREEK SOUTH TIMBER SALE CONTRACT NO.: OR090-TS09-602  
T15S R01W SEC. 19, AND T15S R02W SEC. 24 and 30, WILL. MER., EUGENE DISTRICT



ROAD TILLING AND BLOCKING



0 100 200 300 Feet

08/12/2009



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

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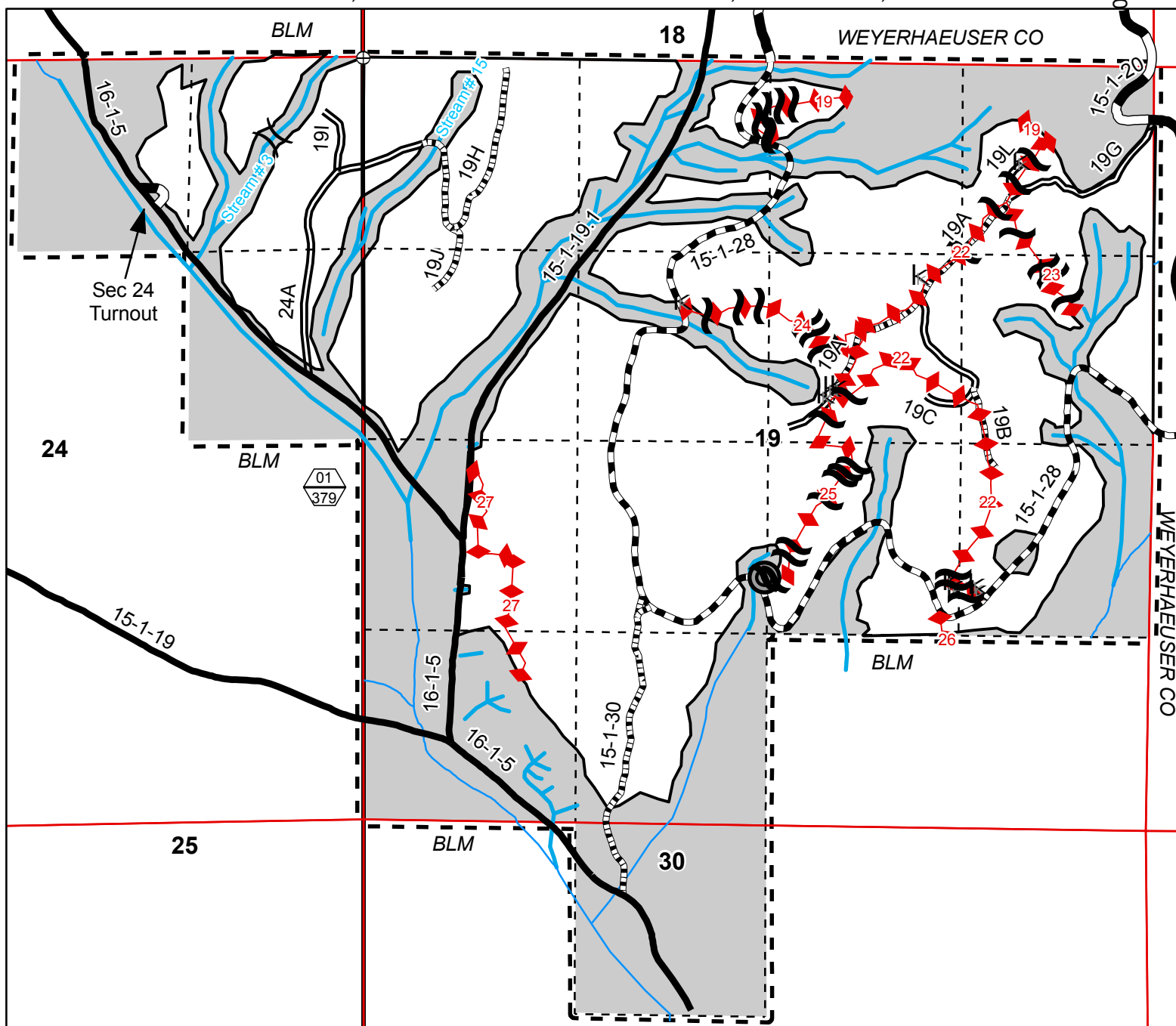




UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

EXHIBIT "K"  
SHEET 1 of 4

SALE NAME: SEELEY CREEK SOUTH TIMBER SALE CONTRACT NO.: OR090-TS09-602  
T15S R01W SEC. 19, AND T15S R02W SEC. 24 and 30, WILL. MER., EUGENE DISTRICT



Legend

- PARTIAL HARVEST AREA - BLAZED, POSTED, PAINTED
- RESERVE AREA
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- UNIT NUMBER (TOP) / UNIT ACRES (BOTTOM)

- NEW CONSTRUCTION
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- ROAD IMPROVEMENT - ROCK
- BLOCKED AND TILLED
- OHV TRAIL
- FIELD CHECKED STREAM
- STREAM
- SUBDIVISIONAL LINE
- EQUIPMENT CROSSING
- CORNER FOUND

OHV Trail Rehabilitation

- Boulder
- Rolling Grade Dip
- Turnpike

0 500 1,000 Feet

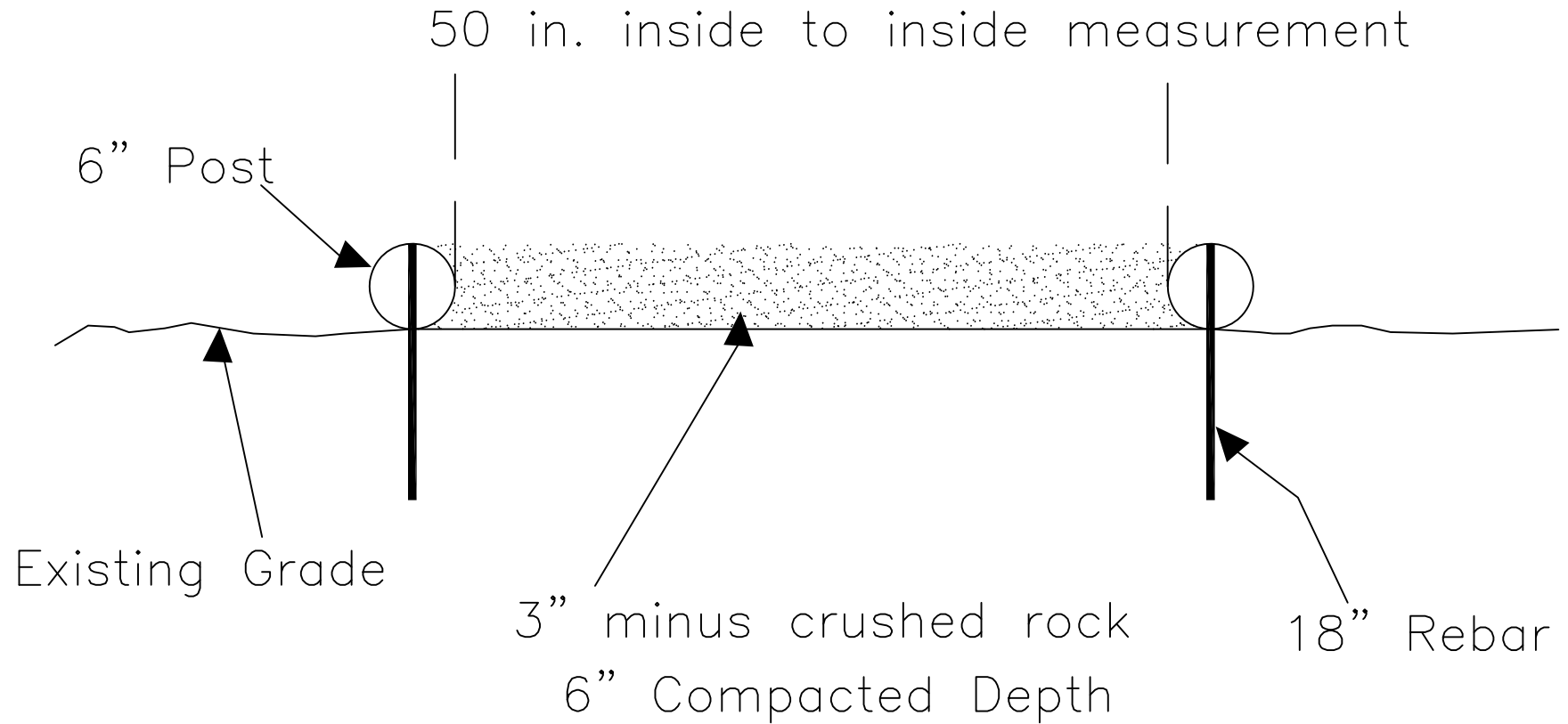
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Bureau of Land Management  
Oregon State Office  
P.O. Box 2965  
Portland, Oregon 97208-2965

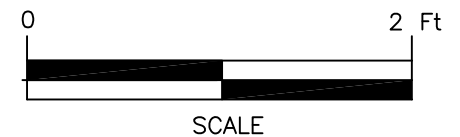


Partial Harvest acres shown on Exhibit A have been computed using a Trimble GEO XT Global Positioning System receiver and Impulse Laser with Traverse software. Acreage was calculated based on Global Positioning System traverse procedures including differential correction. No warranty is made by the Bureau 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.

# TYPICAL TURNPIKE — LENGTH VARIABLE



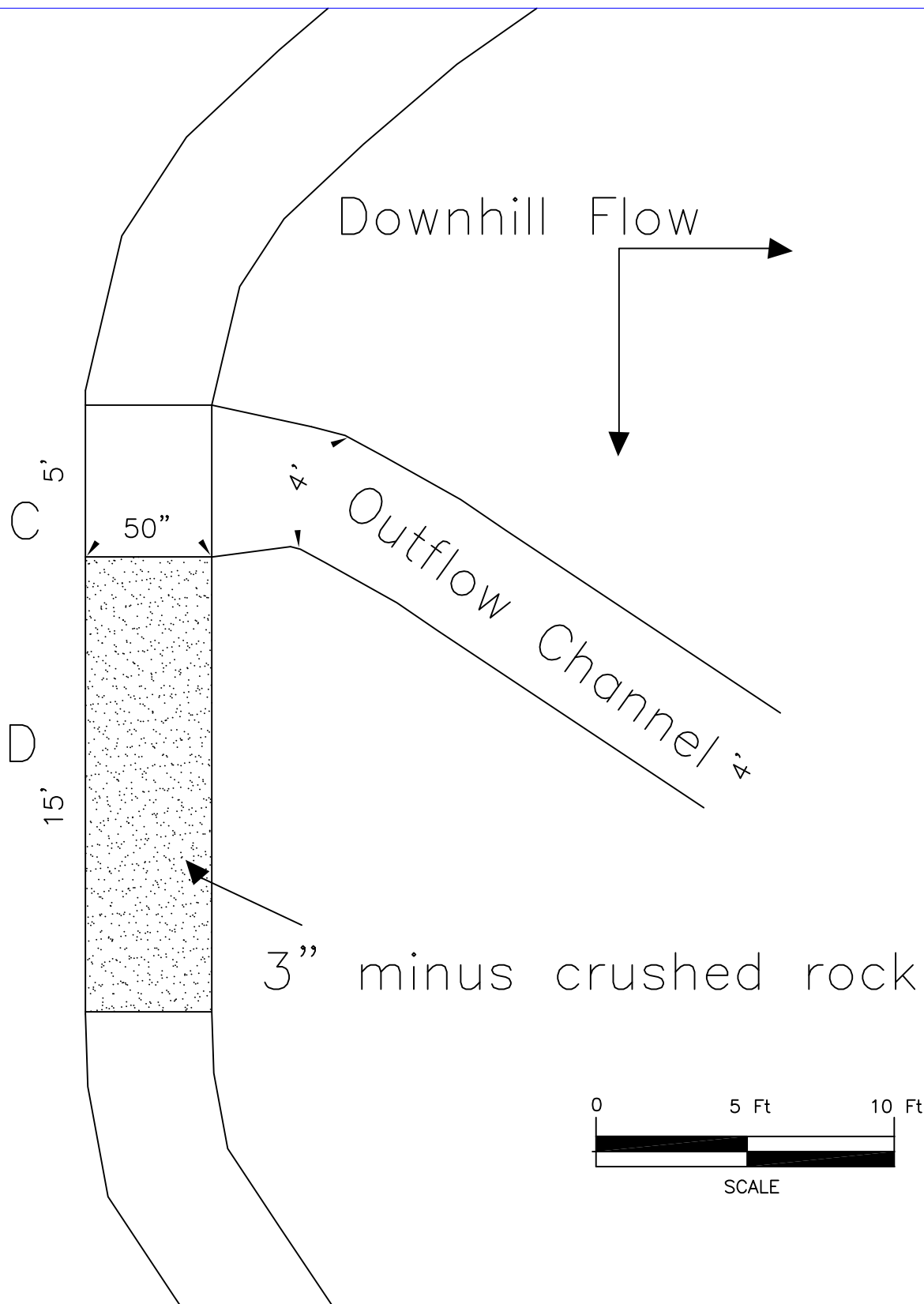
DIRECT ON END VIEW



# ROLLING GRADE DIP / WATER BAR

EXHIBIT K  
SHEET 3 OF 4  
SEELEY CK. SOUTH

TOP VIEW

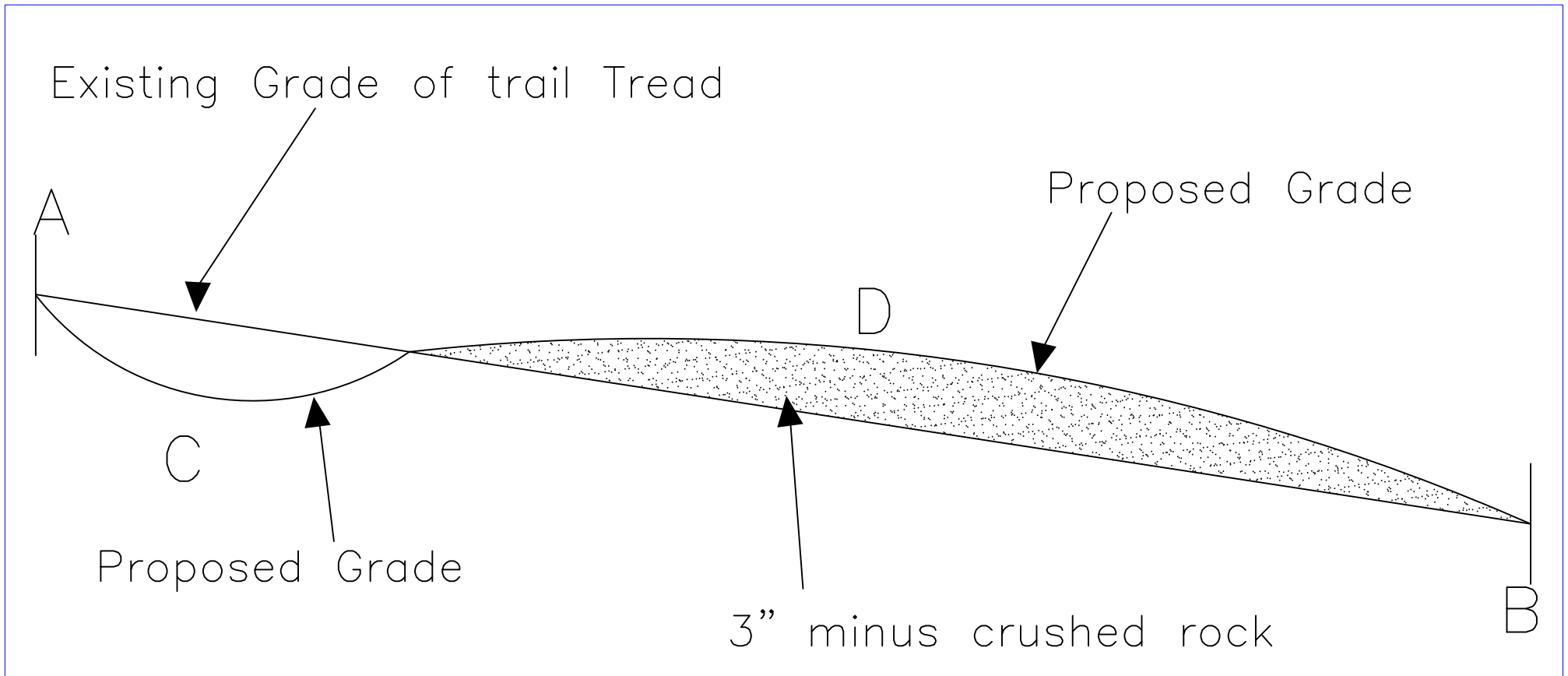




# ROLLING GRADE DIP / WATER BAR

SIDE VIEW

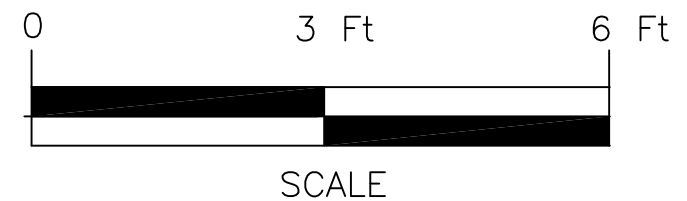
EXHIBIT K  
SHEET 4 OF 4  
SEELEY CK. SOUTH



A - B = 20 Feet

C = 1 Ft. Depth x 5 Ft.

D = 1 Ft. Depth x 15 Ft.



Planning Unit	Upper Willamette		
Type of Sale	Advertised		
Time for Cutting & Removal	36		Mos.
Time for Removal of Personal Property	1		Mos.

Subdivisions or Cutting Areas	Cutting Volumes by Species by MBF								Total Cutting Volume	Cutting Areas Acres	
	DF	WH								Partial	Clear
Unit 1	4,689	638							5,327	379	
R/W	490	7							497		10
TOTAL	5,179	645							5,824	379	10

### Profit & Risk Allowance

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

### Other Allowances\*

Ave Log (BF): D-fir	41	All	41	Ave DBH: 12.8
Recovery D-fir	96	% All	96	%
Salvage D-fir	0	% All	0	%
Ave Volume per Acre	15			MBF
Ave Yarding Slope	60			%
Ave Yarding Distance	800			Ft.
Ave Age	55			Years
Volume Highlead				%
Volume Skyline	71			%
Vol. Ground Based	29			%
Volume Aerial				%
Road Construction / Improvements (100' Sta)				
Class	SN-14 natural	No. Sta.	56.95	Const.
Class	SN-14 rock	No. Sta.	51.25	Const.
Class	SN-16 rock	No. Sta.	22	Const.
Class	SN-16 rock	No. Sta.	125.61	Improv.

Cruised by <u>J. Wilder</u>			
Date <u>03/10/09</u>			
Type of Cruise <u>Variable Plot</u>			
<b>Volume (MBF-Net Merch)</b>			
Green	<u>5,824</u>	MBF	Salvage <u>0</u>
D-fir Sawlog	<u>5,179</u>	MBF	Peeler <u>0</u>
Export Volume	<u>0</u>		
Purchaser _____			
Address _____			

Contract No. OR09-TS09-602

OR-5420-1a  
(June 1986)

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

District **Eugene**  
ATSP Tract No. **E-09-602**  
ADP No.  
Sale Name Seeley Creek South

Species	Realization Value	Mfg. Costs (-)	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marg. * Logs (+)	Stumpage
Douglas-fir	---	---	295.21	270.18	29.52		-4.49
Western hemlock	---	---	232.99	270.18	23.30		-60.49
Wt. Average			288.37				

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

**APPRAISED PRICE SUMMARY**

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

(Check one)

Number Trees		Species	Volume	Appraised Price		Bid Price	
Un-Merch	Merch			\$/M	Value	\$/M	Value
---	28,979	Douglas-fir	5,179	30.00*	155,370.00		
---	5,507	W. hemlock	645	23.00*	14,835.00		
---	34,486	<b>TOTALS</b>	5,824		170,205.00		

\*10% of Pond Value

**LOG GRADES (By Percent)**

Species	Code #1	#2	#3	2 Saw #4	3 Saw #5	4 Saw #6
Douglas-fir				28.0	59.0	13.0
Western hemlock				13.0	65.0	22.0

Appraised By: Jonathan Wilder

Date: March 2009

Appraisal Reviewed By: Debbie Newman

Date: August 2009

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

NOTICE OF REQUIREMENT FOR CERTIFICATION  
OF NONSEGREGATED FACILITIES

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

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

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**CASH BID BOND**

Sale Number

OR090-TS09-602  
Seeley Creek South

Bid Date

September 17, 2009

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

of \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

IF INDIVIDUAL OR PARTNERSHIP, SIGN HERE:

IN THE PRESENCE OF TWO WITNESSES:

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

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

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

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

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

IF CORPORATION, SIGN HERE

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

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

CORPORATION CERTIFICATE

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

(Corporate Seal)

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

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Bid, invitation number, or other  
identification  
Tract No. OR090-E-09-602  
Seeley Creek South  
Bid Date  
September 17, 2009

**INDEPENDENT PRICE DETERMINATION CERTIFICATE**

Bidder or offeror (name)	Address (include zip code)
--------------------------	----------------------------

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

Timber Sale of approximately 5,824 MBF

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

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

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

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

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

1. He is the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein and that he has not participated, and

will not participate, in any action contrary to A.1 through 3 above; or

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

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

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

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

(Signature of Authorized Officer)

Name and Title (*type or print*)

**INSTRUCTIONS**

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

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

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

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**EXPORT DETERMINATION**

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

**INSTRUCTIONS**

Timber sale applicant forwards information to authorized officer.

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

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

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

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

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

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

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

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

\* See 43 CFR 5424.0-5

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

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

Title \_\_\_\_\_

Date \_\_\_\_\_



## Lump Sum Sale

Tract Number <b>E-09-602</b>
Sale Name <b>Seeley Creek South</b>
Sale Notice ( <i>dated</i> ) <b>August 26, 2009</b>
BLM District <b>Eugene</b>

☐ Sealed Bid for Sealed Bid Sale ☒ Written Bid for Oral Auction Sale

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

Required bid deposited is \$ **17,100.00** and is enclosed in the form of ☐ cash ☐ money order ☐ bank draft  
☐ cashier's check ☐ certified check ☐ bid bond of corporate surety on approved list of the United States Treasury  
☐ guaranteed remittance approved by the authorized officer.

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

## BID SCHEDULE – Lump Sum Sale

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

BID SUBMITTED					ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	5,179	X _____ = _____		X _____ = _____	
Western hemlock	MBF	645	X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
TOTAL PURCHASE PRICE						

(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)*

☐ Signature, if firm is individually owned

Name of firm *(type or print)*

☐ Signatures, if firm is a partnership

Business address, include zip code *(type or print)*

☐ Corporation organized under the state laws of

*(To be completed following oral bidding)*

Signature of Authorized Corporate Signing Officer

I HEREBY confirm the above oral bid  
By *(signature)*

Title

Date

Submit bid, in *duplicate*, to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior – BLM.

Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract.

Sealed Bid – Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside:

- (1) “Bid for Timber”
- (2) Vegetative Resource Other Than Timber
- (3) Time bids are to be opened
- (4) Legal description

## NOTICE

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

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

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

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

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

## INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 10. PERFORMANCE BOND –

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

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

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

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

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

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

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

\* Applies to Timber Only

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

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

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

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