

# 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

January 16, 2013

**Parcel No. 2**

**Tract No. E-12-656**

**Upper Willamette Resource Area**

**Good Chance**

#### 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, **February 14, 2013**.

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 September 26, 2012. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper to ensure accurate knowledge of the exact publication date.

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

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

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

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

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

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

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

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

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

**ADDITIONAL INFORMATION** concerning each timber sale tract described herein is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office. This prospectus includes maps and tables that cannot be made Section 508 compliant. For help with its data or information, please contact the Eugene District Office at 541-683-6798.

**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.

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

Attachments:

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

EUGENE DISTRICT  
UPPER WILLAMETTE RESOURCE AREA

PARCEL NO.: 2  
SALE DATE: February 14, 2013

Tract No. E-12-656 Good Chance  
Lane (other) County, Oregon: O&C

Bid Deposit Required: \$7,400.00

All timber designated for cutting on NW1/4, N1/2SW1/4, Section 9,  
NW1/4SW1/4, S1/2SW1/4, Section 21, T. 16 S., R. 1 W., Will. Mer.

Estimated Volume 32' Log (MBF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Approx. Price
538	Douglas-fir	592	\$ 123.00	\$ 72,816.00
21	Western hemlock	23	\$ 48.00	1,104.00
559	TOTALS	615		\$ 73,920.00

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

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

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

CRUISE INFORMATION: Volume for Douglas-fir in Partial Harvest Area No. 1 was variable plot cruised. The Partial Harvest Area contains a total of 178 plots and 47 randomly selected sample trees. The tree count was determined with a Relaskop using a 20 BAF. Sample trees were randomly selected and volume expanded to a total Partial Harvest Area volume in 16-foot lengths using the **National Cruise Processing Program**. A map showing the location of the sample trees is available at the Eugene District Office.

Volume for Douglas-fir and Western Hemlock in Partial Harvest Area No. 2 has been cruised using the 3P system to randomly select 66 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 Partial Harvest Area volume. A map showing the location and description of these sample trees is available at the Eugene District Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 10.3" DBHOB; the average log contains 29 bd. ft.; the total gross merchantable volume is approximately 598 MBF; and 99% recovery is expected.

CUTTING AREA: Two areas totaling approximately 107 acres must be partial harvested.

ACCESS: Access to the sale is provided by:

1. Public roads;
2. BLM existing roads;
3. Roads covered by a Right-of-Way and Road Use Agreement No. E-662 between Weyerhaeuser Company and the United States. In the use or renovation 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 road use fees of \$450.00. In addition, the Purchaser shall either maintain the Weyerhaeuser owned roads and pay Weyerhaeuser rockwear fees estimated at \$9.95, or Weyerhaeuser will maintain their roads and the Purchaser shall pay both road maintenance and rockwear fees to Weyerhaeuser estimated at \$120.16. The Purchaser shall pay BLM road maintenance fees of \$126.95 and rockwear fees of \$280.84. 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.

\*In addition to the quantities shown below, 100 CY (truck measure) of 1-1/2" minus maintenance rock is required.

ROAD CONSTRUCTION: N/A

ROAD RENOVATION: Required

Suggested Rock Source: Commercial, Springfield Vicinity

Rock surface: Road Nos. 16-1-9.3, 16-1-9.4, 16-1-9.6, & 16-1-21

Class: SN-16

Length: 128.83 Stations (Rock surface)

Surfacing: 1-1/2" minus (Culvert Replacements Only)

Width: 14'-16'

Compacted Depth: 8" (Culvert Replacements Only)

Estimated Quantities (truck measure): 3/4" minus: 120 CY

1-1/2" minus: 30 CY

Class 3 Riprap: 20 CY

Culverts:		
Diameter:	Length:	Number:
18" CPP	60'	2
24" CPP	210'	6

Total estimated renovation cost: \$15,951.63

Special Requirements in Road Renovation: Culvert removal and replacement/installation on streams shall be done between June 1 and October 31 (both days inclusive).

ROAD DECOMMISSIONING: N/A

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 renovations, road maintenance, logging methods, prevention of erosion, logging residue reduction, submission of a written logging plan specifying landing locations, logging methods, and logging schedule.

It is estimated that 30 MBF additional timber, such as skid trail trees, or 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.

**This sale is being offered as a 100% groundbased yarding timber sale. If the Purchaser elects to cable yard any portion of the contract area a modification of the contract will be required and all standard cable yarding stipulations will apply.**

OTHER SPECIAL REQUIREMENTS:

1. The Purchaser shall be required to clean logging, road renovation, and decommissioning equipment to remove dirt and plant debris that may contain noxious weed seeds from the under carriage, tracks and tire treads prior to entry on BLM lands.
2. Two Douglas-fir Superior trees marked with a band of yellow and/or orange paint in the Approximate Location of the Superior Tree are reserved.
3. No felling or skidding shall be conducted on the Partial Harvest Areas during sap flow from April 1 to June 15 of each year, both days inclusive, unless otherwise approved by the Authorized Officer.
4. Piling, covering and burning of slash is required on all landings and within 25 feet of Road Nos. 16-1-5.3, 16-1-9.3, 16-1-9.4, and 16-1-9.6 on the portions of the harvest areas as directed by the Authorized Officer.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing slash pile burning or contributing \$312.81 in lieu thereof. The option must be declared prior to contract execution. Piling and covering are not included in the Optional Contribution and will remain the responsibility of the Purchaser.

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

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: Access to the sale is through several locked gates on roads which include segments of private ownership. Prospective bidders may obtain a key from the Eugene District Office. Any other persons interested in visiting the timber sale should first contact Brian Bickford at 541-683-6164.

For Partial Harvest Area No. 2, from Eugene proceed east on OR-126, take the 42nd Street exit towards Marcola. Travel north on 42nd Street, then east on Marcola Road. Proceed approximately 10 miles and turn east onto Wendling Road. Continue approximately 0.3 miles and head east onto Cartwright Creek Road. Proceed approximately 0.5 miles to gate then follow signs to the sale area.

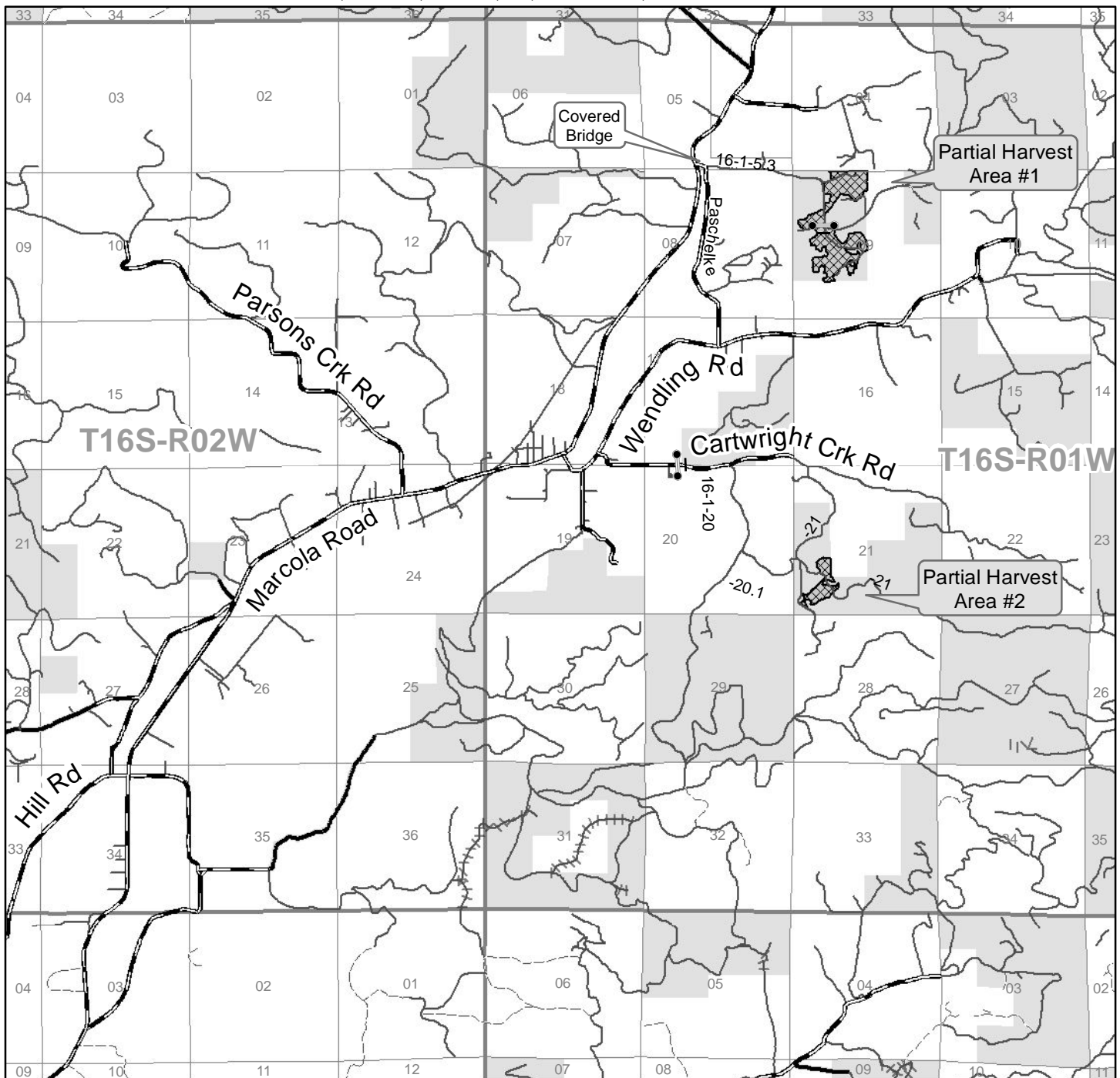
For Partial Harvest Area No. 1, return to Marcola Road, continue north for 2.1 miles and turn east onto Paschelke Road. Continue through the covered bridge, take a slight left onto Road No. 16-1-5.3 and proceed for 1.1 miles to the gate on the right. Follow the signs to the sale area.



# TIMBER SALE LOCATION MAP

SALE NAME: Good Chance

T. 16 S., R. 1 W., SEC. 9, 21, WIL. MER., EUGENE DISTRICT



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

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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.



0 0.5 1 Miles

8/30/2012

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

## Seasonal Restriction Matrix

Restricted Times are Shaded and X'd

	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
<b>Yarding (Sap flow)</b>																								
<u>Partial Harvest Area</u>																								
<ul style="list-style-type: none"> <li>April 1 – June 15, both days inclusive</li> <li>Sap flow restrictions may be conditionally waived at the discretion of BLM</li> </ul>																								
<b>Ground based yarding and decompacting</b>																								
<u>Partial Harvest Area</u>																								
<ul style="list-style-type: none"> <li>October 1 – June 30, may vary due to weather conditions; soil moisture still overrides weather conditions.</li> </ul>																								
<b>Culvert Installation and Removal</b>																								
<ul style="list-style-type: none"> <li>November 1 through May 31, both days inclusive.</li> </ul>																								

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

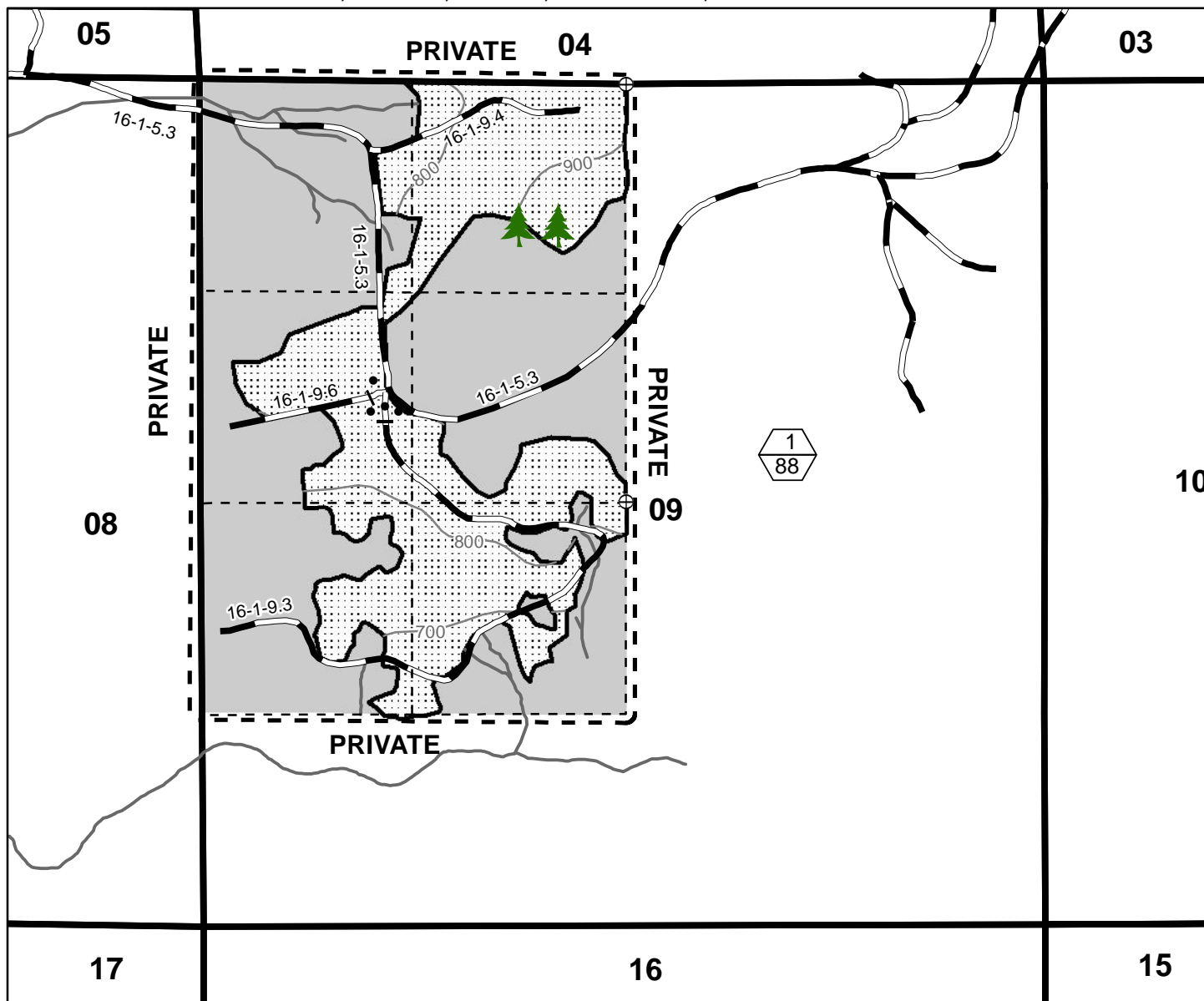


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BUREAU OF LAND MANAGEMENT

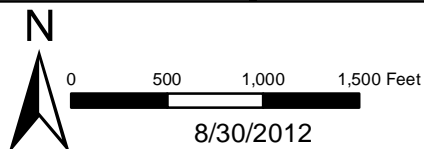
EXHIBIT "A"

Sheet 1 of 2

SALE NAME: GOOD CHANCE TIMBER SALE CONTRACT NO.: ORE06-TS13-656  
T. 16 S., R. 1 W., SEC. 9, WILL. MER., EUGENE DISTRICT



- |  |  |
|--|--|
| Partial Harvest Area - Groundbased             | ----- Subdivisional Line                     |
| Partial Harvest Area - Blazed, Posted, Painted | — Stream                                     |
| Reserve Area                                   | — Existing Road                              |
| Section Line                                   | 🌲 Approximate Location of Superior Tree      |
| 100' Contour                                   | ⊕ Corner Found                               |
| Gate   | 1/100 Unit Number (Top)/ Unit Acres (Bottom) |



TOTAL FOR SECTION 9  
PARTIAL HARVEST AREA 88  
RESERVE AREA 152  
TOTAL CONTRACT AREA 240 ACRES

GRAND TOTAL FOR SECTIONS 9 & 21  
TOTAL PARTIAL HARVEST AREA 107  
TOTAL RESERVE AREA 253  
TOTAL CONTRACT AREA 360 ACRES

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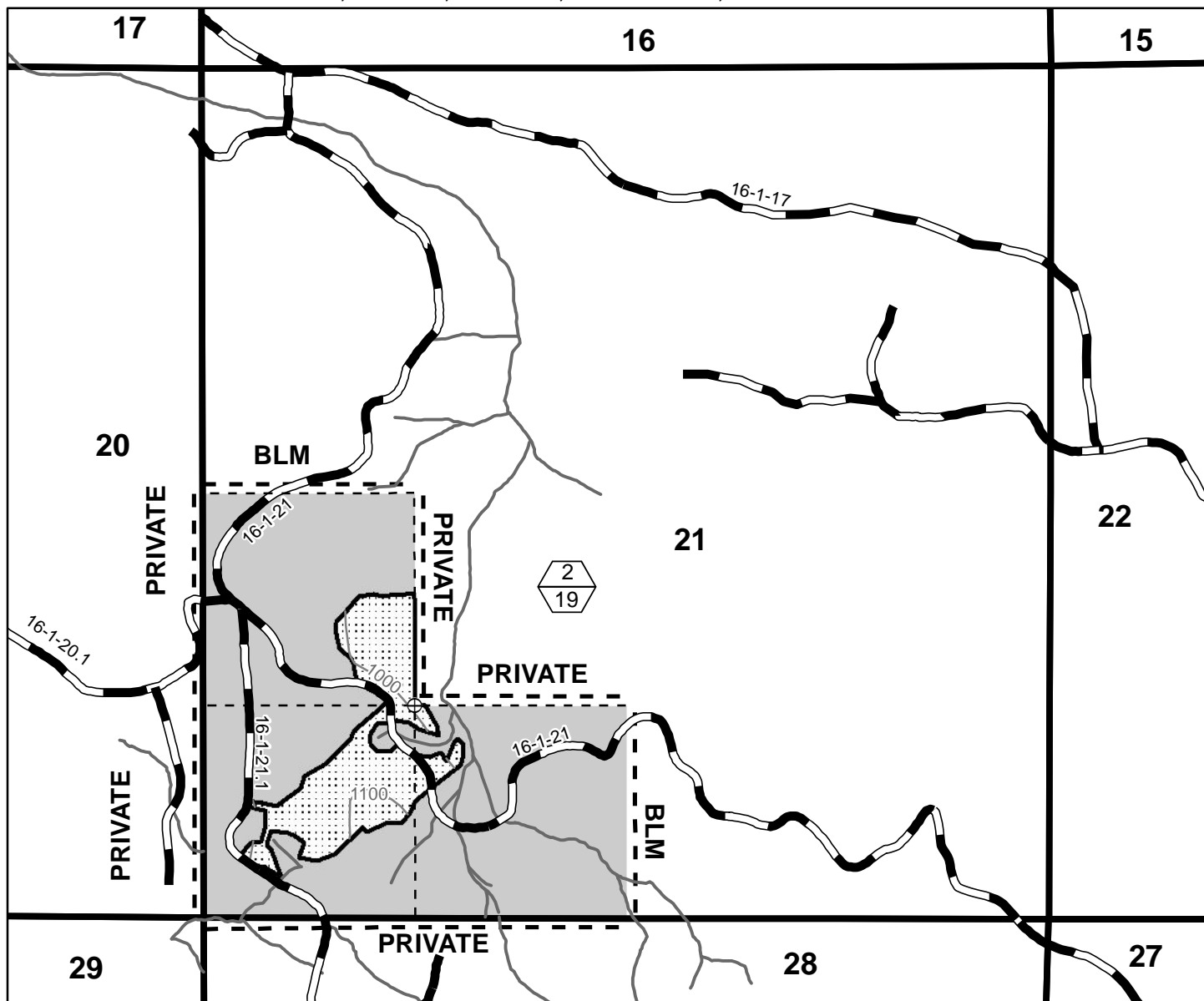
United States Department of the Interior  
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Oregon State Office  
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Portland, Oregon 97208-2965



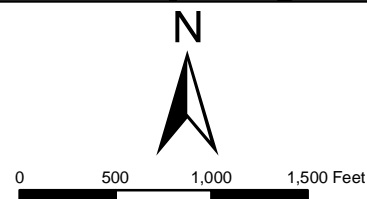
UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"  
Sheet 2 of 2

SALE NAME: GOOD CHANCE TIMBER SALE CONTRACT NO.: ORE06-TS13-656  
T. 16 S., R. 1 W., SEC. 21, WILL. MER., EUGENE DISTRICT



- |  |   |
|--|---|
| Partial Harvest Area - Groundbased             | 100' Contour                              |
| Partial Harvest Area - Blazed, Posted, Painted | Subdivisional Line                        |
| Reserve Area                                   | Stream                                    |
| Section Line                                   | Existing Road                             |
|  | Corner Found                              |
|  | Unit Number (Top)/<br>Unit Acres (Bottom) |



8/30/2012

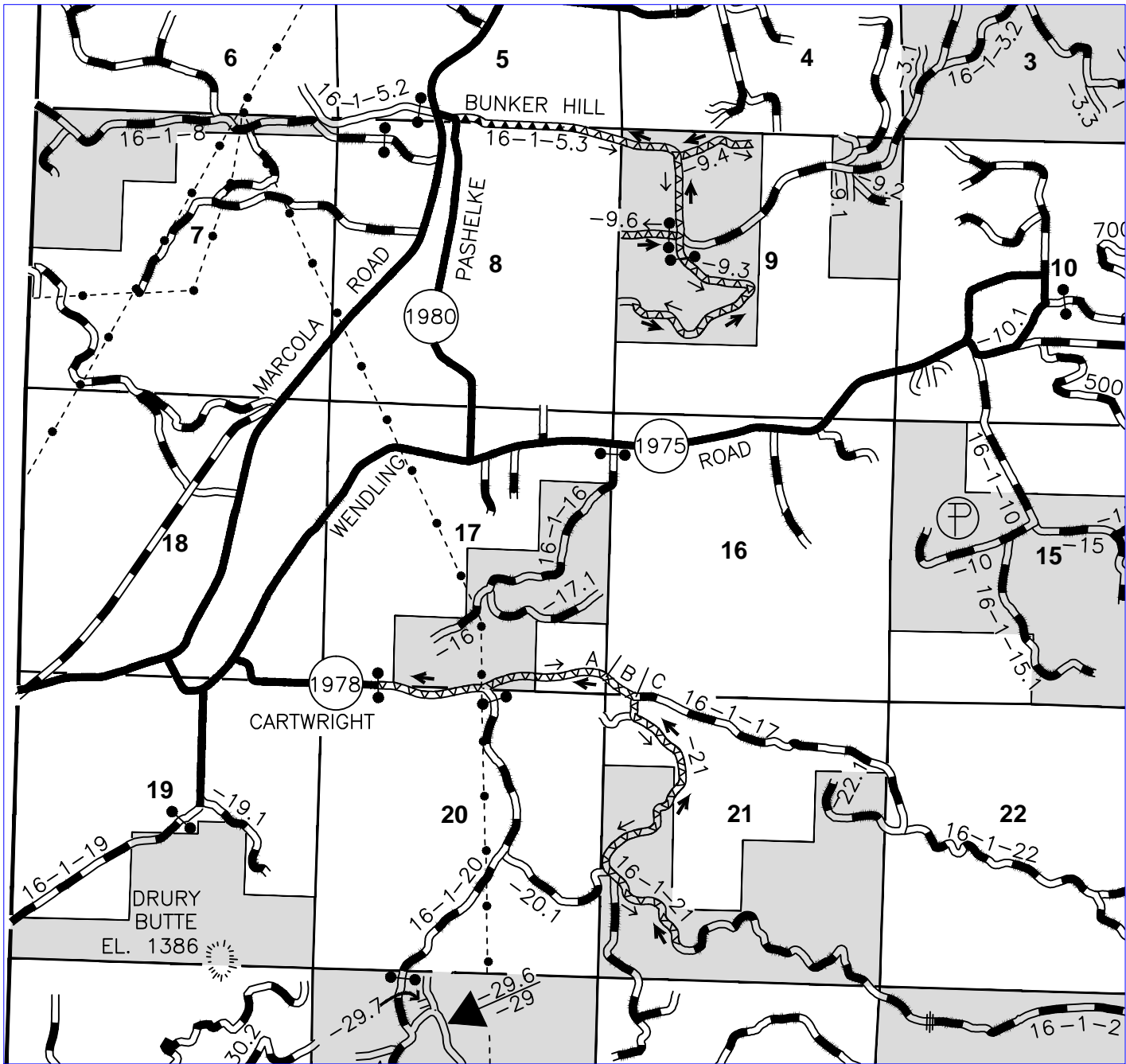
TOTAL FOR SECTION 21	
PARTIAL HARVEST AREA	19
RESERVE AREA	101
TOTAL CONTRACT AREA 120 ACRES	

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Portland, Oregon 97208-2965



Douglas-fir	127	MBF
Western hemlock	23	MBF
	150	MBF



R1W

SALE NAME: GOOD CHANCE  
CONTRACT NO.: ORE06-TS13-656

LEGEND

- ▲▲▲▲ BLM MAINTAINED ROADS
- ×××× PURCHASER/PERMITEE MAINTAINED ROADS(WEYCO OPTION)
- ▽▽▽▽ PURCHASER MAINTAINED ROADS
- TIMBER HAUL ROUTE
- MINERAL HAUL ROUTE
- ==== OTHER EXISTING DIRT SURFACED ROADS
- == OTHER EXISTING ROCK SURFACED ROADS
- OTHER EXISTING PAVED SURFACED ROADS
- BLM LAND
- GATE

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

EUGENE DISTRICT

EUGENE, OREGON

EXHIBIT D  
ROAD MAINTENANCE MAP

T 16 S, R 1 W, Sections 5, 8, 9, 16, 17, 21  
WILLAMETTE MERIDIAN, LANE COUNTY, OREGON

DESIGNED BY: G. HEDRICK

DRAWN BY: P. PISANI

DATE: 7/2012 PAGE 6 OF 6



### **SPECIAL PROVISIONS FOR LOGGING RESIDUE REDUCTION**

Immediately upon completion of harvest on any individual units, logging slash at all landings, and slash located along designated roads, shall be treated as follows:

### **CONSTRUCTION AND COVERING OF MACHINE PILES**

1. Purchaser shall pile logging slash at all landings and machine pile logging slash within 25 feet of Road Nos. 16-1-5.3, 16-1-9.3, 16-1-9.4, and 16-1-9.6 on the portions of the harvest areas as directed by the Authorized Officer.
2. Equipment used shall be equipped with a hydraulic thumb or a controllable, grapple head. The machine shall have a minimum reach of 25 feet and shall travel on the road only.
3. Prior to commencement of slash reduction work, all equipment shall meet approval of the Authorized Officer.
4. With the approval of the Authorized Officer, the Purchaser shall have the option to hand pile.
5. All logging slash more than 2 feet long and between 1 and 6 inches in diameter at the large end shall be piled. In all cases, the debris after treatment shall be less than 6 inches deep.
6. Slash shall be piled as directed by the Authorized Officer. The piles shall be tight, free of mineral soil and free of projecting limbs or slash preventing adequate covering, and in locations suitable for burning. Piles shall be a minimum of 4 feet tall. Piles shall be no closer than 10 feet to residual trees.
7. Slash piles and landing piles shall be covered with polyethylene plastic film .004 inch thick. Each pile shall have a 10 foot x 10 foot cover, and covering shall be anchored to the satisfaction of the Authorized Officer. Covering shall be completed as directed by the Authorized Officer.

### **PRESCRIBED BURNING**

8. Notwithstanding the provisions of Section 15 of this contract, the Government shall assume all obligations for the disposal or reduction of the fire hazards caused by slash created by the Purchaser's operations on Government lands, except for logging residue reduction and slash pullback operations listed above, and burning and fire control assistance as required herein. Upon phone notification by the Authorized Officer of required performance prior to ignition, the Purchaser shall, under supervision of the Authorized Officer or his designated representative, assist in pile burning and fire control. In addition, debris which has been buried at landings and is determined to be the source of holdover fire shall be excavated by the Purchaser with a tractor and/or hydraulic excavator as directed by the Authorized Officer.
9. The Purchaser shall furnish, at his own expense, the services of personnel and equipment on all units requiring burning as shown below.
  - One (1) work leader (Firefighter Type 1 (FFT1)) to supervise crew and to serve as Purchaser's representative.
  - At least one (1) additional firefighter (Firefighter Type 2 (FFT2)) for ignition of piles.
  - Drip torches and slash fuel (3:1 ratio of diesel to gasoline, or biofuel equivalent).
  - Aluma-gel or other incendiary device.
  - One (1) chain saw with fuel.
  - One (1) hand tool per above listed personnel.

All listed personnel shall be physically fit, experienced and fully capable of functioning as required. In addition, all listed personnel shall be qualified according to the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide, PMS-310-1 and provide documentation of these

qualifications. On the day of ignition all listed personnel shall be fluent in speaking and understanding English, clothing shall consist of long pants and long sleeved shirts, and be of approved aramid fabric (Nomex™ or equivalent), as well as being free of diesel fuel oil. All personnel shall wear lug sole boots with minimum eight (8) inch tall uppers that provide ankle support, approved hardhats and leather gloves. Personnel who do not meet these requirements or do not have proper clothing and personal protective equipment (PPE) will not be allowed to participate.

All listed tools and equipment shall be in good usable condition. All power-driven equipment shall be fully fueled and available for immediate use. During periods of use under this subsection, the Purchaser shall provide fuel and maintenance for all such power-driven equipment.

10. In the event of a fire escapement, the Purchaser's personnel and equipment shall, under supervision of the Authorized Officer or his designated representative, take action to control and mop-up the escaped fire until released from such service by the Government. If it becomes necessary to suppress a fire which escapes from the prescribed fire area for a period beyond midnight of the day following ignition, then the Government shall, at its option: (1) reimburse the Purchaser for such additional use of personnel and equipment at wage rates shown in the current Administratively Determined Pay Rates for the Western Area and at equipment rates shown in the current Oregon-Washington Interagency Fire Fighting Equipment Rental Rates schedule until the Purchaser is released from such service by the Government or (2) release the Purchaser from additional suppression work and assume responsibility for suppressing the escaped fire.

In case of injury to personnel or damage to equipment furnished as required by this subsection, liability shall be borne by the Purchaser, unless such injury or damage is caused by Government negligence.

11. The Purchaser may be required to burn slash on a 12 hour notice, 10 days after the initial notice is received. Burning may need to be accomplished at night or on Saturday, Sunday, or holiday. Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the personnel and equipment required herein, the Purchaser shall be responsible for all additional cost incurred by the Government in disposing of slash including but not limited to the wages and other costs of providing federal employees and others as substitute labor force, the cost of providing substitute equipment and appropriate additional overhead expenses. If the Purchaser's failure results in a deferral of burning and new conditions necessitate additional site preparation work and/or the use of additional personnel and equipment to accomplish the planned burn, the Purchaser also shall be responsible for such additional costs.

removal of personal property. Any improvements remaining on Government lands and rights-of-way at the end of the period for removal, or any extension, shall become the property of Government. Any equipment or other personal property remaining on Government

land and rights-of-way at the end of this period may be removed at the expense of Purchaser and disposed of in accordance with applicable law.

**Sec. 41. Timber Reserved from Cutting** - The following timber on this contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government.

See Sheet 1 which is attached hereto and made a part hereof.

Tract No. E-12-656

Parcel No. 2

THIS IS A SALE PROSPECTUS ONLY. ATTACHMENTS MAY NOT INCLUDE ALL EXHIBITS REFERRED TO IN THE CONTRACT PROVISIONS. THE COMPLETE CONTRACT INCLUDING ALL EXHIBITS IS AVAILABLE FOR INSPECTION AT THE EUGENE DISTRICT OFFICE, 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON.

SALE DATE: February 14, 2013

**Sec. 42. Special Provisions** - Purchaser shall comply with the special provisions which are attached hereto and made a part hereof unless otherwise authorized, in writing, by the Contracting Officer.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day first above written.

If Individual or Partnership, sign here:

If Corporation, sign here:

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

UNITED STATES OF AMERICA

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

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

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

\_\_\_\_\_  
(Date)

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

*(If Purchaser is a corporation, the following certificate must 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 the 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.

Signature: \_\_\_\_\_

#### SEC. 40 - Timber Reserved From Cutting and/or Removal

- (a) All timber on the Reserve Area shown on Exhibit A and all orange painted and posted trees which are on or mark the boundaries of the Reserve Area.
- (b) All trees marked with orange paint above and below stump height in the Partial Harvest Areas shown on Exhibit A.
- (c) All existing decay class 3, 4, and 5 logs in the Partial Harvest Areas shown on Exhibit A. Decay classes are illustrated on Exhibit I which is attached hereto and made a part hereof.
- (d) All bearing trees located at survey corners as shown on Exhibit A.
- (e) In the Partial Harvest Areas shown on Exhibit A, all incense-cedar, grand fir, Pacific yew, hardwood trees, snags, which do not present a safety hazard or where removal is not needed for operational activities, as determined by the Authorized Officer. Pacific yew and snags felled for safety reasons shall remain on site.
- (f) Two Douglas-fir Superior trees marked with a band of yellow and/or orange paint approximately six feet from the ground, with a yellow (or orange) tree number and a yellow metal seed tree tag in the Approximate Location of the Superior Tree shown on Exhibit A. These trees are selected, genetically superior trees and are specially valued as a component of the tree improvement program. Any damage to such reserve trees caused by Purchaser shall be charged for on the basis of the resulting total loss to the Government including any loss in value as a superior seed source.

#### SEC. 41 - Special Provisions

##### (a) Periodic Payment and First Installment Adjustment

- (1) Notwithstanding the provisions of Section 3(b), the amount of the first installment may be reduced by the Government when the Contracting Officer requests the Purchaser to interrupt or delay operations for a period expected to last more than thirty (30) days during the operating season. Such interruption or delay must be beyond the Purchaser's control. Operating Season shall be defined, for this purpose, as the time of year in which operations of the type required are normally conducted and not specifically restricted under the contract. The first installment may be reduced to five (5) percent of the installment amount listed in Section 3(b), during the delay period. The Purchaser must request such a reduction in writing. When the Contracting Officer notifies the Purchaser that operations may proceed, the Purchaser shall have fifteen (15) days after such notification to return the first installment to the full value specified in Section 3(b). Failure to return the first installment to the full value within the allotted time will be considered a material breach of contract. No timber shall be cut or removed from the contract area until the first installment is restored to the full amount.
- (2) Notwithstanding the provisions of Section 3(b), adjustments in the due dates for periodic payments may be made by the Government if the Contracting Officer interrupts or delays contract operations for a period expected to last at least thirty (30) days, and the interruption or delay is beyond the Purchasers control. Any adjustment made shall provide the Purchaser with an equal amount of operating time as would have been available without the delay. The Purchaser shall request such adjustment in writing before the due date for a periodic payment contained in Section 3(b).

(b) Logging

- (1) Before beginning operations on the contract area for the first time or after a shutdown of 14 or more days, the Purchaser shall notify the Authorized Officer in writing of the date he plans to begin operations. This written notification must be received by the Authorized Officer no less than 14 days prior to the date the Purchaser plans to begin or resume operations. The Purchaser shall also notify the Authorized Officer in writing if he intends to cease operations for any period of 10 or more days.
- (2) Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A prework conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan.
- (3) In the Partial Harvest Areas shown on Exhibit A, all trees designated for cutting shall be felled to the lead and bucked into log lengths not to exceed forty (40) feet before being yarded unless otherwise approved by the Authorized Officer.
- (4) No felling, yarding, or loading is permitted in or through the Reserve Area shown on Exhibit A unless otherwise approved by the Authorized Officer.
- (5) In the Partial Harvest Areas shown on Exhibit A, felling of trees shall be to the lead of the skid trails and trees shall be directionally felled away from the Reserve Area, reserved trees, coarse woody debris and snags, except where there is a safety hazard as determined by the Authorized Officer.
- (6) No yarding shall be conducted on the Partial Harvest Areas from April 1 to June 15 of each year, both days inclusive, for sap flow, unless otherwise approved in writing by the Authorized Officer.
- (7) Prior to attaching any logging equipment to a reserve tree, the Purchaser shall obtain approval from the Authorized Officer and shall take precautions to protect the tree from damage as directed in writing by the Authorized Officer.
- (8) In the Partial Harvest Areas shown on Exhibit A, felling may be done with mechanized harvesting equipment capable of directionally falling trees, cutting trees to length, completely delimbing the trees and depositing the slash in windrows between the reserve trees as approved by the Authorized Officer under the following conditions:
  - (aa) Where slope gradients are less than 35 percent.
  - (bb) When soil moisture content provides the most resistance to compaction as determined by the Authorized Officer, typically between July 1 and September 30.
  - (cc) Mechanized harvester shall travel along the windrows of limbs and slash created by harvesting process and shall be kept to a single pass.
- (9) In the Partial Harvest Areas – Groundbased shown on Exhibit A, yarding shall be done with groundbased equipment on slopes of 35% or less. The equipment used and timing of the harvest shall have prior approval of the Authorized Officer. Groundbased yarding may occur when soil moisture content provides the most resistance to compaction as determined by the Authorized Officer. Typical dates are between July 1 and September 30.

- (10) In the Partial Harvest Areas – Groundbased shown on Exhibit A, all yarding shall be done by equipment operated entirely on designated skid roads. Before felling and yarding any timber in the Partial Harvest Areas - Groundbased, the Purchaser shall locate and construct designated skid roads as follows:
- (aa) Mark the location of designated skid roads on the ground with fluorescent pink plastic flagging in consultation with the Authorized Officer.
  - (bb) Provide a map of requested skid road locations a minimum of seven (7) working days in advance of cutting to obtain approval of the locations from the Authorized Officer.
  - (cc) Space designated skid roads at a minimum of 150 feet apart unless otherwise agreed to in writing by the Authorized Officer. Use existing skid trails where possible.
  - (dd) Limit the width of each skid road to a maximum of 12 feet.
  - (ee) Skid roads shall not be located within 75 feet of the Reserve Area as shown on Exhibit A unless otherwise authorized by the Authorized Officer.
  - (ff) Skid roads shall be placed on the landscape to avoid disturbance to snags, down logs, and large remnant trees (greater than 28 inches) where feasible.
- (11) Before cutting and removing any reserve trees necessary to facilitate logging in the Partial Harvest Areas shown on Exhibit A, the Purchaser shall identify the location of the skid roads on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding, the following conditions must be met:
- (aa) All skid roads and/or cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe and expeditious removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum of damage to reserve trees, however, unless otherwise approved in writing by the Authorized Officer, the width of each skid road, and/or cable yarding road shall be limited to 12 feet.
  - (bb) The Purchaser may immediately cut and remove additional timber to clear skid roads and cable yarding roads; and provide tailhold, tieback, guyline, lift and intermediate support trees; and clear danger trees when the trees have been marked with blue paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Section 3(b) of the contract or sufficient bonding has been provided in accordance with Section 3(d) of the contract.
  - (cc) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless: the value of the timber must be reappraised subject to the terms for contract extension set forth in Section 9 of the contract; or, the Authorized Officer determines that any tree that exceeds 28 inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Sec. 8 of the contract.
  - (dd) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer, which under Section 10 of the contract



constitutes a violation of the contract and under Section 13 of the contract may constitute a trespass rendering the Purchaser liable for damages under applicable law.

- (ee) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least one (1) working day prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Section 8 or Section 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.
  - (ff) The Government may reserve trees previously designated for cutting and removal by applying orange paint above and below stump height and the letter "R" on two sides of the trees as replacements for additional trees cut and removed for skid roads and/or cable yarding roads when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescription. This may include the replacement of trees damaged by storm events, or insects or disease. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.
- (12) In accordance with the requirements of Section 8 of the contract it has been determined that it is in the best interest of the Government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in the Partial Harvest Areas to meet all applicable State safety laws, codes or regulations. This timber must be cut or removed so that the Purchaser can continue active falling and yarding operations. The Purchaser is, therefore, authorized to cut and remove such additional timber in accordance with the provisions of Section 8 of the contract: provided, however, that:
- (aa) Trees reserved for the tree improvement program are not included in the authorization.
  - (bb) The Purchaser shall identify each tree sold and cut in accordance with the provision by marking the cut surface of the stump immediately after falling with a large "X". The "X" shall be cut with a chain saw. The stump shall be marked by hanging flagging so that the stump can be visually located from a distance of not less than 50 feet. The Purchaser shall also paint an identifiable "X" on the butt log. The butt log shall remain on the contract area until such time as the Authorized Officer has scaled such additional timber and authorizes removal from the contract area.
  - (cc) The volume and price for such timber shall be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and paid for by the Purchaser in accordance with Section 3(b) or 3(d) of the contract as required by Section 8 of the contract.
  - (dd) No timber may be cut or removed under the terms of this provision if all contract payments required by Section 3(b) or 3(d) of the contract have been made.
  - (ee) The permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:
    - (1) Failed to properly mark any stump with the "X" cut.
    - (2) Failed to identify the location of any stump.
    - (3) Cut any tree that was reserved for tree improvement and/or wildlife habitat.

- (4) Cut any tree in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
- (5) Cut any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground based yarding.
- (6) Failed to properly segregate any pulled over tree that was yarded to the landing.
- (7) Cut any reserve tree that was not severely (as defined during the prework conference and documented in the approved logging plan) damaged from felling and yarding operations.
- (8) Cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
- (9) Cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.
- (10) Cut more than the minimum number of trees necessary to properly serve as tie-backs for topped tailhold trees.
- (11) Failed to maintain accurate and current (no more than 24 hours old) documentation of cut and removed timber.

If the permission to cut and remove additional timber provision is withdrawn, the Purchaser shall inform the Authorized Officer at least five working days prior to the need for cutting and yarding any guyline tree, tailhold tree, tie-back tree, danger tree, corridor tree, pulled over tree, and severely damaged tree. All sales of additional timber shall comply with Section 8 of the contract. The Contracting Officer may order the Purchaser, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the Government to safely measure and mark additional timber.

All cable-yarding and/or groundbased equipment skid roads upon which timber may be cut and removed in accordance with this special provision must be needed for the removal of timber sold under this contract and shall be limited to the narrowest width necessary for the yarding of logs with minimum damage to reserved trees.

The Purchaser shall be liable for damages in accordance with Section 13 of the contract for any reserved timber cut or removed in violation of the terms of this special provision.

(c) Road Renovation, Use, and Maintenance

- (1) The Purchaser shall renovate Road Nos. 16-1-9.3, 16-1-9.4, 16-1-9.6, and 16-1-21 in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof. Exhibit C contains 30 sheets.
- (2) Prior to removal of any timber, except right-of-way timber, over any road, the renovation of that road shall be completed as specified in Exhibit C.
- (3) Culvert removal and replacement/installation on streams shall be done between June 1 and October 31, both days inclusive, and prior to hauling and fall rains. During installation of the stream culverts, dewatering of the culvert bed, silt fences and/or straw bales may be required as directed by the Authorized Officer. All work shall be completed in strict accordance with the plans and specifications shown on Exhibit C.

- (4) BLM Maintenance: The Purchaser is authorized to use the roads listed below and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management, for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C, provided that the Purchaser pay the required maintenance obligations described in Section 41(c)(8). The Purchaser shall pay current Bureau of Land Management maintenance fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length Miles Used	Road Owner	Road Surface Type
16-1-5.3	0.42	BLM	Paved

- (5) Purchaser Maintenance: The Purchaser is authorized to use the roads listed below and shown on Exhibit D which are under the jurisdiction of the Bureau of Land Management, Lane County and Weyerhaeuser Company for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C, provided that the Purchaser comply with the conditions set forth in Section 41(c)(6) and 41(c)(10) and pay the required rockwear obligation described in Section 41(c)(9). The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification to the contract.

Road No. and Segment	Length Miles Used	Road Owner	Road Surface Type
16-1-5.3	0.65	BLM	Rock
16-1-9.3	0.78	BLM	Rock
16-1-9.4	0.26	BLM	Rock
16-1-9.6	0.19	BLM	Rock
16-1-17 Seg. A	0.80	CNTY	Rock
16-1-17 Seg. B	0.13	PVT	Rock
16-1-21	1.21	BLM	Rock

- (6) Except for the road maintenance in accordance with Section 41(c)(4), the Purchaser shall perform any required road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract, which is attached hereto and made a part hereof.
- (7) With the prior written approval of the Authorized Officer, the Purchaser will arrange for cooperative maintenance with other users on Road No. 16-1-21; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. Prior to hauling, the Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on these roads.
- (8) The Purchaser shall pay the Government a road maintenance obligation in the amount of One Hundred Twenty Six and 95/100 dollars (\$126.95) for the transportation of timber included in the contract price over roads listed in Section 41(c)(4).
- The above road maintenance amount is for use of 0.42 miles of road, or less. The total maintenance amount shall be paid prior to the removal of timber from the contract area.
- (9) The Purchaser shall also pay the Government a road maintenance obligation for rockwear in the amount of Two Hundred Eighty Dollars and 84/100 dollars (\$280.84) for the transportation of timber included in the contract price over the roads listed in Section 41(c)(5) that are under the jurisdiction of the Bureau of Land Management. The rockwear fee shown above shall be paid prior to removal of any timber from the contract area.
- (10) In the use of Weyerhaeuser Company Road No. 16-1-17 Seg. B, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. E-662 between the United States of America and Weyerhaeuser Company. Prior to the use of said roads, the Purchaser shall furnish the Authorized Officer a copy of the executed License Agreement. Default by the Purchaser of

said Right-of-Way and Road Use Agreement, or any License Agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. Said agreement is available for inspection at the Bureau of Land Management, Eugene District Office, 3106 Pierce Parkway Suite E, Springfield, Oregon. Such conditions include but are not limited to the following actions by the Purchaser:

- (aa) Obtain a license agreement from Weyerhaeuser Company. The license agreement, bond and insurance certificate shall be delivered to Weyerhaeuser Company at the Springfield Office at least 15 days prior to use of company roads.
- (bb) Furnish a performance bond in the amount of Ten Thousand and 00/100 dollars (\$10,000.00).
- (cc) Maintain comprehensive liability insurance covering all operations, including vehicles, in amounts not less than One Million and 00/100 dollars (\$1,000,000.00) bodily injury for injury to any one person, One Million and 00/100 dollars (\$1,000,000.00) for any one occurrence and, One Million and 00/100 dollars (\$1,000,000.00) property damage for any one occurrence.
- (dd) Pay a lump sum road use fee (\$3.00/MBF) of Four Hundred Fifty and 00/100 dollars (\$450.00) prior to log hauling.
- (ee) Pay maintenance fees monthly, for volume hauled the previous month, at the rate per M bd. ft. equal to the appropriate BLM fee current at the time of hauling or, at Weyerhaeuser's option, the Purchaser shall provide maintenance and pay monthly the appropriate rockwear fees as detailed in the License Agreement. Such payment to be accompanied by a report of volume hauled as a proration of the volume set forth in Exhibit B of this contract. Total maintenance and rockwear fees payable shall be the product of the applicable rates and the estimated volume set forth in said Exhibit B and additional volume as sold by contract modification.
- (11) The Purchaser also agrees that if he elects to use any private road, other than those provided for in this contract, which is the subject of a right-of-way agreement with the Government, for the removal of Government timber sold under the terms of this contract, he shall request and agree to the modification of this contract to provide for such use.

(d) Environmental Protection

- (1) The Purchaser shall be required to clean logging, road renovation, and decommissioning equipment to remove dirt and plant debris that may contain noxious weed seeds from the undercarriage, tracks and tire treads prior to entry on BLM lands. The Authorized Officer shall require inspection of equipment to see that it was cleaned as it arrives on site.
- (2) Upon each season's shutdown, the Purchaser shall block skid trails, and shall place them in an erosion-resistant condition by constructing drainage dips, waterbars, and/or lead-off ditches. Waterbars and drainage dips shall be constructed in accordance with the specifications shown on Exhibit H, which is attached hereto and made a part hereof. Exhibit H contains 2 sheets. Blocking shall be completed as directed by the Authorized Officer.
- (3) Upon completion of yarding, the Purchaser shall decompact skid trails to a depth of 18 inches with decompaction equipment such as a track mounted excavator with ripping teeth and an opposable thumb, during the dry season. Minimize damage to residual tree roots. The Purchaser shall decompact the entire skid trail prism. Slash and debris shall be pulled on top of the decompacted roads as directed by the Authorized Officer. If equipment other than an excavator is used, it shall be approved by the Authorized Officer.
- (aa) All skid trail decommissioning shall be completed during the dry season, typically between

July 1 and September 30, as determined by the Authorized Officer.

- (bb) The Purchaser shall block skid trails with root wads, logs, and slash as directed by the Authorized Officer.
- (4) If in connection with operations under this contract the Purchaser, his contractors, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the contract area such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and shall notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Authorized Officer.
- (5) The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:
  - (aa) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
  - (bb) when, in order to comply with the Endangered Species Act, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
  - (cc) Federal proposed, Federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;
  - (dd) active nests of birds protected under the Migratory Bird Treaty Act have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area, or;
  - (ee) when, in order to comply with a court order which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
  - (ff) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract.
  - (gg) species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, and Contracting Officer determines that continued operations would affect the species or its habitat, or;
  - (hh) when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

Those operations necessary for a safe removal of personnel and equipment from the contract area and those directed by the Contracting Officer which are required in order to leave the contract area in an acceptable condition will be permitted. Discontinued operations may be resumed upon receipt of written instructions and authorization by the Contracting Officer.

During any period of suspension, the Purchaser may withdraw performance and payment bond coverage aside from that deemed necessary by the Authorized Officer to secure cut and/or removed timber for which the Bureau of Land Management has not received payment, and/or unfulfilled contract requirements associated with harvest operations that have already occurred and associated post-harvest requirements.

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request

of the Purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced five (5) percent of the First Installment amount listed in Section 3.b. of the contract, whichever is larger. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, et seq.). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3(b) of the contract within 15 days after the bill for collection is issued, subject to Section 3(h) of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser. Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

In the event that operating time is lost as a result of the incorporation of additional contract requirements, or delays due to Endangered Species Act consultation with the U.S. Fish and Wildlife Service or U.S. National Marine Fisheries Service, or court-ordered injunctions, the Purchaser agrees that an extension of time, without reappraisal, 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.

The Contracting Officer may determine that it is necessary to terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, or court order requirements necessitating the modification or termination.

In the event cutting and removal rights are terminated under this subsection, the Purchaser agrees that the liability of the United States shall be limited to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area. This calculation of liability shall utilize actual Purchaser costs and Government estimates of timber volumes. At the Authorized Officer's request, the Purchaser agrees to provide documentation of the actual costs incurred in the performance of the contract. In addition, the Purchaser shall be released from the obligation to pay the contract price for any timber which is not authorized to be removed from the contract area.

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraph, based on an alleged breach of any duty to the Purchaser, whether express or implied, in regard to the manner in which the Government defended the litigation which resulted in the court order affecting the operation of the contract. This waiver also extends to any claims based on effects on the operation of the contract that arise from litigation against another agency. Furthermore, the Purchaser specifically acknowledges and agrees that a court ruling that the Government violated the Administrative Procedures Act cannot be interpreted, in itself, to mean that the Government had not acted reasonably in regard to its duties to the Purchaser under this contract.

(e) Fire Prevention, and Slash Disposal and Watershed Protection

- (1) Fire Prevention and Control. Primarily for purposes of fire prevention and control, the Purchaser shall, prior to the operation of power driven equipment in construction or logging operations

under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.

- (2) Fire Hazard Reduction. In addition to the requirements of Section 15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction measures required by this contract:
  - (aa) Pile and cover all landing slash and machine pile and cover slash within 25 feet of Road Nos. 16-1-5.3, 16-1-9.3, 16-1-9.4, and 16-1-9.6 in the Partial Harvest Areas. All work shall be completed in accordance with Provisions 1-7 of Exhibit F, which is attached hereto and made a part hereof.
  - (bb) Burn all resulting slash piles. All work shall be completed in accordance with Exhibit F, Provisions 8-11.
  - (cc) In lieu of performing slash disposal as identified in Section 41(e)(2)(aa) and Section 41(e)(2)(bb), the Purchaser may remove material identified for slash disposal after notifying the Authorized Officer in writing. Any material identified for slash disposal that is not removed in accordance with this provision shall be treated in accordance with Section 41(e)(2)(aa) and Section 41(e)(2)(bb). Upon completion of slash removal, the purchaser shall report tonnage of slash removed in accordance with this provision.

(f) Optional Contributions

- (1) The Purchaser shall perform all pile burning in accordance with Section 41(e)(2)(bb). The Purchaser shall have the option of completing this work, or in lieu thereof, making a contribution to the Bureau of Land Management in the amount of Three Hundred Twelve and 81/100 dollars (\$312.81). The amount of contribution shown above shall be paid prior to cutting. The Purchaser shall notify the Authorized Officer in writing of his intention to make this contribution prior to the date of execution of the contract. Upon making such contribution, the Purchaser shall be relieved of obligations set out in this subsection.
- (2) If the Purchaser has made such a contribution, and later elects to remove *all* material identified for slash disposal in accordance with Section 41(e)(2)(cc), the entire contribution will be refunded to the Purchaser.

(g) Miscellaneous Provisions

- (1) The Government, at its option, may administratively check scale any portion of the timber removed from the contract area, and if necessary, conduct check scaling of independent scalers contracted to BLM for administrative check scaling purposes. The Purchaser hereby agrees to make such contract timber available for such scaling at a location or locations to be approved in writing by the Authorized Officer. At the approved location or locations, the Purchaser shall provide an area for logs to be safely rolled out for scaling, to unload logs from trucks, place logs in a manner so that both ends and three faces of each log are visible for scaling, and to reload or remove logs after scaling has been completed. In the event that BLM elects to administratively check scale and if such check scaling causes a delay in log transportation time, an adjustment shall be made to the purchase price as follows. If the entire sale is check scaled, the purchase price of this contract shall be reduced by Four Hundred Sixty One Dollars and 25/100 dollars (\$461.25). In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of Four Hundred Sixty One Dollars and 25/100 dollars (\$461.25) which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling.

Scaling shall be conducted in accordance with the Northwest Log Rules Eastside by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report shall be made available to the Purchaser upon request.

- (2) Notwithstanding the provisions of Section 5(c), when the Purchaser elects to furnish and operate under a payment bond as provided in Section 38(e), the value of right-of-way timber included in a billing shall be based on the value of timber removed from the right-of-way.

(h) Log Export and Substitution

- (1) All timber sold to the Purchaser under the terms under the terms of this contract, except exempted species, 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. 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 or other roundwood not processed to standards and specifications suitable for end-product uses; or (4) Western redcedar lumber that does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timber, regardless of size, manufactured to standards and specifications suitable for end-product uses; (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 remanufacturing of eight and three-quarters (8-3/4) inches in thickness or less; (6) shakes and shingles.

Substitution will be determined under the definition found in 43 CFR 5400.0-5(n).

- (2) The Purchaser is required to maintain and upon request to furnish the following information:
  - (aa) Date of last export sale.
  - (bb) Volume of timber contained in last export sale.
  - (cc) Volume of timber exported in the past twelve (12) months from the date of last export sale.
  - (dd) Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.
  - (ee) Volume of timber exported in succeeding twelve (12) months from date of last export sale.
  - (ff) Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.
- (3) In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a Form 5460-16 (Certificate as to Nonsubstitution and the Domestic Processing of Timber). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

In the event an affiliate of the Purchaser has exported private timber within twelve (12) months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in a form specified by the Authorized Officer and furnish the information to the Authorized Officer.

Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer Form 5460-15 (Log Scale and Disposition of Timber Removed Report) that shall be executed by the



Purchaser. In addition, the Purchaser is required under the terms of this contract to retain for a three-year period from the date of termination of the contract the records of all sales or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management.

Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs with a scaling diameter (small end inside bark) of over 10 inches, prior to the removal of timber from the contract area. All loads of 11 logs or more will have a minimum of 10 logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs will be branded on loads of 10 logs or less. One end of all branded logs to be processed domestically will be marked with a 3 square inch spot of highway yellow paint. The Purchaser will stop trucks for accountability monitoring at mutually agreed upon location when notified by the Authorized Officer.

If multiple trailers (mule trains) are used, each bunked load shall be considered an individual load, and these guidelines will apply to each bunked load. If a flatbed stake trailer is used, each bundle will be treated as a separate load.

At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. Any increased costs for log branding and painting shall be the responsibility of the Purchaser.

In the event of the Purchaser's noncompliance with this subsection of the contract, the Authorized Officer may take appropriate action as set forth in Section 10 of this contract. In addition, the Purchaser may be declared ineligible to receive future awards of Government timber for a period of one year.

(i) Equal Opportunity in Employment

- (1) Certification of Nonsegregated Facilities attached hereto and made a part hereof.
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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.

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

O&C	CBWR	P.D.	Township	Range	Section	Subdivision
X			16 S.	1 W.	9	NW1/4, N1/2SW1/4
X			16 S.	1 W.	21	NW1/4SW1/4, S1/2SW1/4

Subdivisions or Cutting Areas	Cutting Volumes by Species by MBF								Total Cutting Volume	Cutting Area Acres	
	DF	WH								Partial	Clear
PH #1	465								465	88	
PH #2	127	23							150	19	
TOTAL	592	23							615	107	

### Profit & Risk Allowance

Basic Profit & Risk	11	%
Additional Risk		
Low      1%		%
Medium   2%		%
High     3%	3	%
Total Profit & Risk	14	%

## Tract Features

Ave Log (Bd. Ft.): D-fir	29	29	DBH:10.3
Recovery D-fir	99	% All 99	%
Salvage D-fir	0	% All 0	%
Ave Volume per Acre	6		MBF
Ave Yarding Slope	20		%
Ave Yarding Distance	400		Ft.
Ave Age	43		Years
Volume Highlead			%
Volume Skyline			%
Volume Cat	100		%
Volume Aerial			%
Road Construction / Improvements (100' Sta)			
Class	SN-16	No. Sta.	128.83 (Improv.)
Class		No. Sta.	
Class		No. Sta.	

## Cruise

Crused by <u>Teigland, Zimmerlee</u>	
Date <u>December 2011</u>	
Type of Cruise <u>PCMTRE &amp; 3P</u>	
<b>Volume (MBF-Net Merch)</b>	
Green <u>615</u>	Salvage <u>0</u>
D-fir Sawlog <u>592</u>	Peeler <u>0</u>
Export Volume <u>0</u>	
Purchaser _____	
Address _____	

Contract No. ORE06-TS13-656

OR-5420-1a  
(June 1986)

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

District Eugene  
ATSP Tract No. E-12-656  
ADP No. \_\_\_\_\_  
Sale Name Good Chance

Species	Realization Value	Mfg. Costs (-)	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marg. * Logs (/)	Stumpage
Douglas-fir	---	---	\$467.63	279.78	65.45		\$122.30
Western hemlock	---	---	381.13	279.78	53.36		47.99
Wt. Average			\$464.43				\$125.04

\*Marginal Log Volume N/A 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
---	6,815	Douglas-fir	592	123.00	\$72,816.00		
---	159	Western hemlock	23	48.00	1,104.00		
---	6,794	<b>TOTALS</b>	615		\$73,920.00		

**LOG GRADES (By Percent)**

				2 Saw	3 Saw	4 Saw
Species	Code #1	#2	#3	#4	#5	#6
Douglas-fir				9.0	70.0	21.0
Western hemlock				35.0	53.0	12.0

Appraised By: Zimmerlee  
Appraisal Reviewed By: Ray

Date: December 2012  
Date: January 2013

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**EXPORT DETERMINATION**

FORM APPROVED  
OMB No. 1004-0058  
Expires: May 31, 2013

Location of facility where Federal Timber is  
expected to be processed

**INSTRUCTIONS**

Timber sale applicant forwards information to  
Contracting 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 affiliates \* who have exported private timber from lands tributary to the above processing facility within the last 12 months and date of last export sales.

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

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

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

\*See 43 CFR 5400.0-5

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

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

Title \_\_\_\_\_

Date \_\_\_\_\_

**NOTICES**

The Privacy Act and 43 CFR 2.48(d) require that you be furnished with the following information in connection with the information requested by this form.

**AUTHORITY:** 43 CFR Part 5420 permit collection of the information requested by this form.

**PRINCIPAL PURPOSE:** The BLM uses the information in this form to determine whether Federal timber has been substituted for exported unprocessed private timber.

**ROUTINE USES:** Timber sale purchaser provides information regarding their export of private timber.

**EFFECT OF NOT PROVIDING INFORMATION:** Submission of the requested information is required to obtain or retain a benefit. Failure to submit all of the requested information or to complete this form may result in delay or preclude the BLM's acceptance of your form.

**The Paperwork Reduction Act requires us to inform you that:**

The BLM collects this information to determine whether Federal timber has been substituted for exported private timber in accordance with 43 CFR 5421.1 and 5424.0-6(e).

You do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

**BURDEN HOURS STATEMENT:** The estimated public reporting burden for this form is 1 hour per response for a majority of responses, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may submit comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management (1004-0058), Bureau Information Collection Clearance Officer, 1849 C Street, N.W., Room 2134 LM, Washington, D.C. 20240.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
**CASH BID BOND**

Sale Number  
E-12-656  
  
Good Chance

Bid Date  
  
February 14, 2013

KNOW ALL MEN BY THESE PRESENTS, That ☐ I ☐ We \_\_\_\_\_  
\_\_\_\_\_  
of \_\_\_\_\_, State 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, the 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 viture 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 the 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 \_\_\_\_\_, 20 \_\_\_\_\_

IF INDIVIDUAL OR PARTNERSHIP, SIGN HERE:

IN THE PRESENCE OF TWO WITNESSES:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Witness Signature)

By \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Signature)

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

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

IF CORPORATION, SIGN HERE:

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(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.

\_\_\_\_\_  
(Signature)

(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

☒ **TIMBER or  
TIMBER AND OTHER WOOD PRODUCTS**

**DEPOSIT AND BID FOR**

☐ **VEGETATIVE RESOURCES  
(Other Than Timber)**

Parcel No. 2

Name of Bidder

Tract Number  
E-12-656

Sale Name  
Good Chance

Sale Notice (dated)  
January 16, 2013

BLM District  
Eugene

☐ Sealed Bid for Sealed Bid Sale

☒ Written Bid for Oral Auction Sale

Time for opening sealed bids ☐ a.m. ☐ p.m.

Sale commences 10:00 ☒ a.m. ☐ p.m.

On (date) Place

On (date) 02/14/2013 Place 3106 Pierce Pkwy  
Springfield, OR

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 deposit is \$7,400.00 and is enclosed in the form of:

☐ cash ☐ money order ☐ cashier's check ☐ certified check ☐ bank draft

☐ 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	592	X	=	X	=
Western hemlock	MBF	23	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	=
			X	=	X	=
			X	=	X	=
TOTAL PURCHASE PRICE						



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

Bid submitted on *(date)*

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

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

## NOTICES

The Privacy Act and 43 CFR 2.48(d) require that you be furnished with the following information in connection with the information required by this form.

**AUTHORITY:** 38 FR 6280 and 43 CFR 5442.1

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

**ROUTINE USES:** 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.

(Continued on page 3)

(Form 5440-9, page 2)

## 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 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 bids for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued *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 Resources*, time bid is to be opened, tract number, and legal description of land on which timber/vegetative resource is located. In event of a tie, the high bidder shall be determined by lot from among 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 bids, 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 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*. Deposit 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 Contracting 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 the 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 Contracting 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 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 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 receipt of *Timber/Vegetative Resources 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.

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 or 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 dimensions or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 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 uses; (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 of 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.