



# United States Department of the Interior

## BUREAU OF LAND MANAGEMENT

Eugene District Office

P.O. Box 10226

Eugene, Oregon 97440-2226

IN REPLY REFER TO:

5430A

To: Eugene District Office

Attn: Sue Kragnes (541 683-6962)

### PROSPECTUS REQUEST

Check the box below to request a prospectus for the Eugene District timber sales to be sold on March 27, 2008.

Check Box Below

Sale Name

Mark Time

Drury Bunks

Mail to:

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Requested by:

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Phone Number: 

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# 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

February 27, 2008

**This advertisement includes:**

**Parcel No. 1 – Mark Time**

**Parcel No. 2 – Drury Bunks**

### **TIMBER SALE NOTICE**

**NOTICE IS HEREBY GIVEN** that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or her representative, at the **EUGENE DISTRICT OFFICE, 2890 CHAD DRIVE, EUGENE, OREGON**. The timber sale will commence at 10:00 a.m. on Thursday, **March 27, 2007**.

This Timber Sale Notice does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003 - Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in The Register Guard newspaper on or about February 27, 2008. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper to ensure accurate knowledge of the exact publication date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachments:

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

EUGENE DISTRICT  
SIUSLAW RESOURCE AREA

PARCEL NO.: 1  
SALE DATE: March 27, 2008

Tract No. E-08-546 Mark Time  
Lane County, Oregon: O&C & PD

Bid Deposit Required: \$52,000.00

All timber designated for cutting on S½, Section 22; Section 26; T 15 S., R. 7 W., Will. Mer.

Estimated Volume (MBF) 32' Log	Estimated Volume (CCF)	Species	Estimated Volume (MBF) 16' Log	Appraised Price Per MBF	Estimated Volume Times Appr. Price
5,613	12,243	Douglas-fir	7,016	\$ 63.00	\$ 442,008.00
884	1,980	Western hemlock	1,105	\$ 29.00	\$ 32,045.00
95	239	Western red cedar	119	\$ 386.00	\$ 45,934.00
6,592	14,462	TOTALS	8,240		\$ 519,987.00

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

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

CRUISE INFORMATION: Douglas-fir and western hemlock in the right-of-ways have been cruised using the 3P system to select sample trees. The sample trees have been cruised and the volume computed using the National Cruise Program for estimating volume in 16' lengths. The Western red cedar timber volume in the right-of-ways was based on a 100 percent cruise. Volume from both methods is then expanded to a total sale volume. A map showing the location and description of these sample trees is available at the Eugene District Office. Approximately 30 sample trees have been felled in the right-of-ways. Volume for all species in the Partial Harvest Areas was variable plot cruised. Plot data is then used to calculate v-bar and basal area per acre using the National Cruise Program. The basal area was determined with a Relaskop using a 20 BAF. This sale contains a total of 289 plots. To determine v-bar, 116 sample trees were randomly selected on these plots and volume expanded to a total Partial Harvest Area volume in 16' lengths. A map showing the location of the sample trees is available at the Eugene District Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 14.3" DBHOB; the average log contains 54 bd. ft.; the total gross volume is approximately 7,441 MBF; and 94% recovery is expected.

CUTTING AREA: Two units totaling approximately 373 acres must be partial harvested and approximately 3.8 acres of right-of-way must be clear cut.

ACCESS: Access to the sale is provided by:

1. a public road;
2. BLM existing roads;
3. BLM roads to be constructed.

ROAD MAINTENANCE: The Purchaser shall pay BLM a road maintenance fee of \$5,118.13 and a rockwear fee of \$3,236.86. See Exhibit D map for specification of road maintenance responsibility. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

ROAD CONSTRUCTION: Required

Road No: 15-7-26.72, 15-7-26.73, Spur A, & Helicopter Landings

Class: SN-14

Length: 21.70

Surfacing: 3" minus

Width:

Compacted Depth: 8"

Stations

15-7-26.72, 15-7-26.73 & Helicopter Landings only

Varies

8"

Suggested Rock Source:  
Junction City Area

Culverts:

Diameter:

18"

Length:

30'

Number:

1

Estimated Quantity: 1,067 C.Y., (200 C.Y. truck measure)

Total estimated excavation: 1,160 C.Y.

Total estimated excavation: 22 hours of tractor time.

Total estimated construction cost: \$37,286.32

Special Requirements in Road Construction: Operations limited to periods of dry weather. Road No. 15-7-26.73 to be slope staked.

**ROAD RENOVATION: Required**

Road No: 15-7-25, 15-7-26.2, 15-7-26.8, 15-7-27 (culverts only)

Class: SN-14 / SN-16

Length: 11.20 / 92.40 Stations

Surfacing: ¾" minus (culverts)

Width: 12'

Compacted Depth: 8"

Estimated Quantity: 48 C.Y. (truck measure)

Total estimated renovation cost: \$8,883.91

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

Suggested Rock Source:

Junction City area

Culverts:

<u>Diameter:</u>	<u>Length:</u>	<u>Number:</u>
18"	336'	12

**ROAD IMPROVEMENT: Required**

Road No. 15-7-25.4, 15-7-26.5, 15-7-26.6, 15-7-26.7, 15-7-26.8, 15-7-26.71

Class: SN-14 / SN-16 (Road No. 15-7-26.5)

Length: 94.90 / 80.78 Stations

Surfacing: ¾" / 1½" / 3" minus

Width: 12'

Compacted Depth: Varies

Estimated Quantity: 20 / 2,491 / 3,003 CY (¾" truck measure)

Total estimated excavation: 7 hours of tractor time

Total estimated improvement cost: \$165,365.25

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

Suggested Rock Source:

Junction City area

Culverts:

<u>Diameter:</u>	<u>Length:</u>	<u>Number</u>
18"	254'	11

**DURATION OF CONTRACT:** Duration of the contract will be 36 months for cutting and removal of timber.**SPECIAL PROVISIONS:** The contract will contain special provisions regarding road construction, road renovation, road improvement, road maintenance, logging methods, prevention of erosion, falling of snags, logging residue reduction, submission of a written logging plan specifying spur road locations, landing locations, logging methods, and logging schedule.

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

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

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

It is estimated that approximately 535 MBF of such additional timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal.

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

This contract provision limits the liability of the Government to the actual Out-of-Pocket Expenses incurred by the Purchaser which have not been amortized by the removal of timber from the contract area. In the event that operating time is lost as a result of the incorporation of additional contract requirements or suspension-related delays, an extension of time, with or without reappraisal depending on the reason for the suspension, will constitute a full and complete remedy for any claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to

the Purchaser. In the event of a suspension that lasts longer than 30 days, the First Installment may be reduced and/or the unamortized Out-of-Pocket Expenses of road or other construction may be refunded or transferred to another contract at the election of the Purchaser.

**OTHER SPECIAL REQUIREMENTS:**

No felling, yarding, or loading shall be permitted in or through Reserve Areas shown on Exhibit A, except yarding may occur over Streams 1 and 2. Any trees felled in these Reserve Areas surrounding Streams 1 & 2 to accommodate skyline yarding will be retained on site. When yarding over Streams 1 and 2, trees shall be felled parallel to the stream and full suspension is required.

Approximately 174 Special Habitat Trees in 19 groups have been marked with yellow paint and are shown on Exhibit A. Yarding equipment shall not be attached to them, and the trees shall not be felled or damaged.

The Purchaser shall have the option to not rock Roads No. 15-7-25.4, 15-7-26.6, 15-7-26.7, 15-7-26.71, 15-7-26.72, 15-7-26.73 and 15-7-26.8 from P0+00 to P4+34. If the purchaser exercises this option, then the purchase price will be modified and increased to reclaim the difference in the appraised road improvements.

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

Development of a trailhead is ongoing in Section 26 adjacent to the proposed helicopter landing off of Road No. 15-7-35.

In the Helicopter Seasonal Restriction Area no helicopter operations will be permitted between March 1 and July 7 of each calendar year; both days inclusive. Helicopter use may not occur within 0.5 miles of occupied or unsurveyed suitable spotted owl habitat during the critical breeding period.

In the Special Operating Area no harvest activities shall occur, with the exceptions of loading and hauling, from March 1 through July 7 of each year, both days inclusive. Harvest activities are not permitted within 100 yards of occupied or unsurveyed suitable spotted owl habitat during the critical breeding period.

Yarding may be done with a carriage equipped skyline capable of yarding 2,000 feet slope distance, or by helicopter in the following areas: the Partial Harvest Area on slopes greater than 35%; and within 210 feet of streams, except in the Special Skidding Areas. Lift trees and/or intermediate supports may be necessary.

Approximately 94 acres with approximately 2,046 MBF of merchantable timber may need to be yarded with an aerial yarding system. Helicopter Yarding Areas are shown on Exhibit A. When helicopter yarding crosses Road No. 15-7-35, flaggers shall be required for traffic control.

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

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

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

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

- Till with decompaction equipment, such as a track mounted excavator, during the dry season, Spur A, Road No. 15-7-26.8 (P4+35 - P11+20), all skid trails, and all other natural surface roads.
- Construct drainage dips, waterbars and/or lead-off ditches, as directed by the Authorized Officer.
- Place logging slash on all skid trails, Roads No. 15-7-26.6, and 15-7-26.8 between road beginning and earthen barrier as shown on exhibit A.
- Block Road No. 15-7-26.6, 15-7-26.7, and 15-7-26.8 at entry points using stumps, slash, and/or cull logs, and by excavating trenches as shown on exhibit A or as directed by the Authorized Officer.

**OPTIONAL CONTRIBUTION:** The Purchaser will have the option of performing piling, covering, and burning or contributing \$8,177.99 in lieu thereof. The option must be declared prior to contract execution.

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

# 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

**Felling, yarding or loading**

Partial Harvest Areas

- April 15 – June 15, both days inclusive
- Sap flow seasonal restriction may be conditionally waived



**Felling, yarding, loading, road renovation**

Special Operating Areas

- March 1 – July 7, both days inclusive:  
No helicopter operations in Seasonal Helicopter Area
- March 1 – July 7, both days inclusive:  
No harvest activities in Special Operating Area with the exception of loading and hauling.



**Ground-based yarding**

Partial Harvest Areas

- Typically October 1 – July 1; may vary due to weather conditions



**Right-of-way logging and clearing**

Right-of-Way Areas

- Typically October 1 – May 31; may vary due to weather conditions



**Yarding & hauling on natural-surfaced roads**

Partial Harvest Areas

- Typically September 15 – May 31; may vary due to weather conditions
- Purchaser option rocking of some roads will be permitted



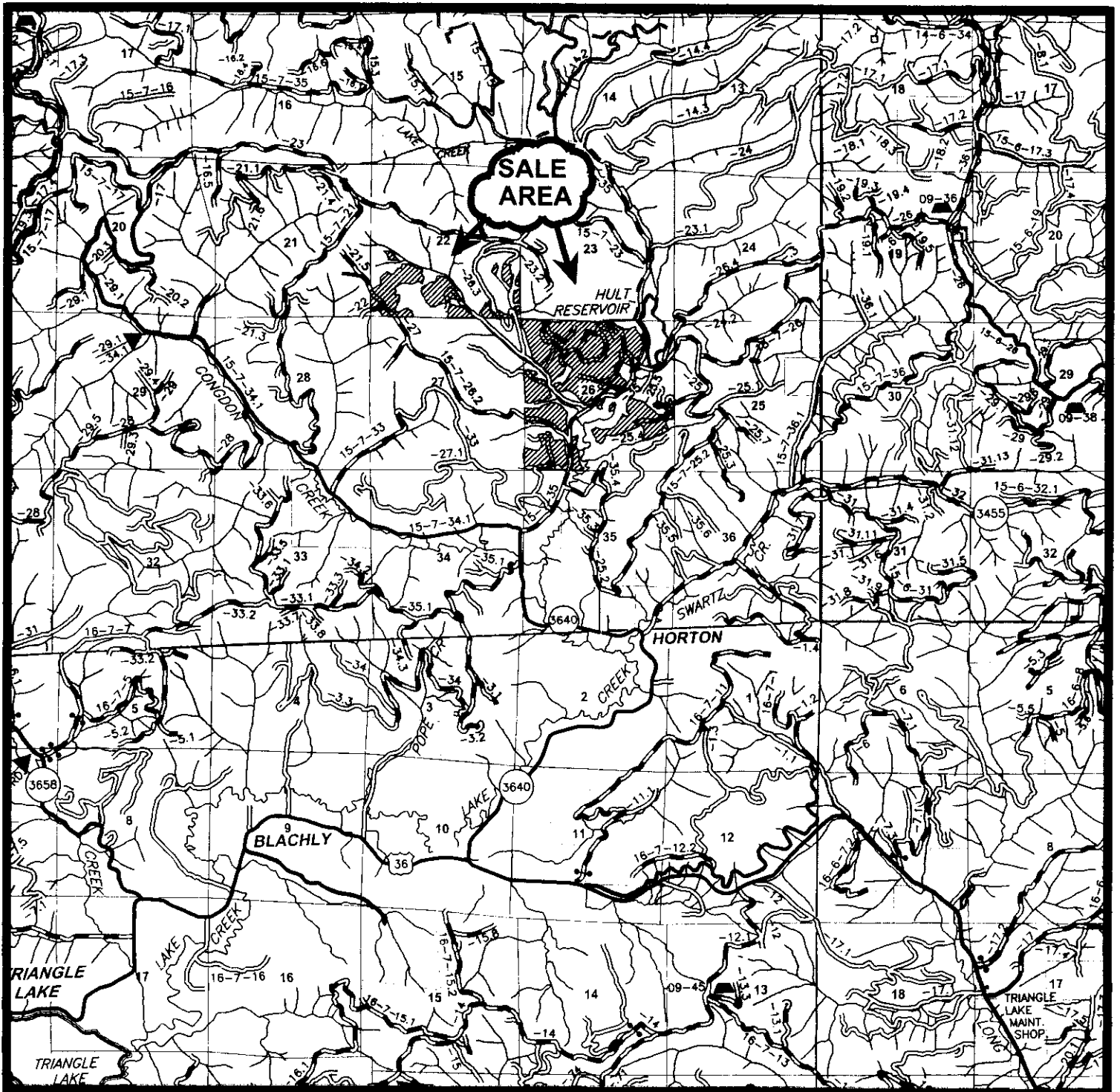
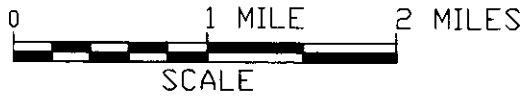
NOTE: This chart is for informational purposes only. Refer to Section 41 Special Provisions of the timber sale contract for exact date restrictions and stipulations.

# TIMBER SALE LOCATION MAP

Mark Time

TOWNSHIP 15 S. RANGE 7 W.

SECS. 22 and 26





UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"  
SHEET 1 OF 2

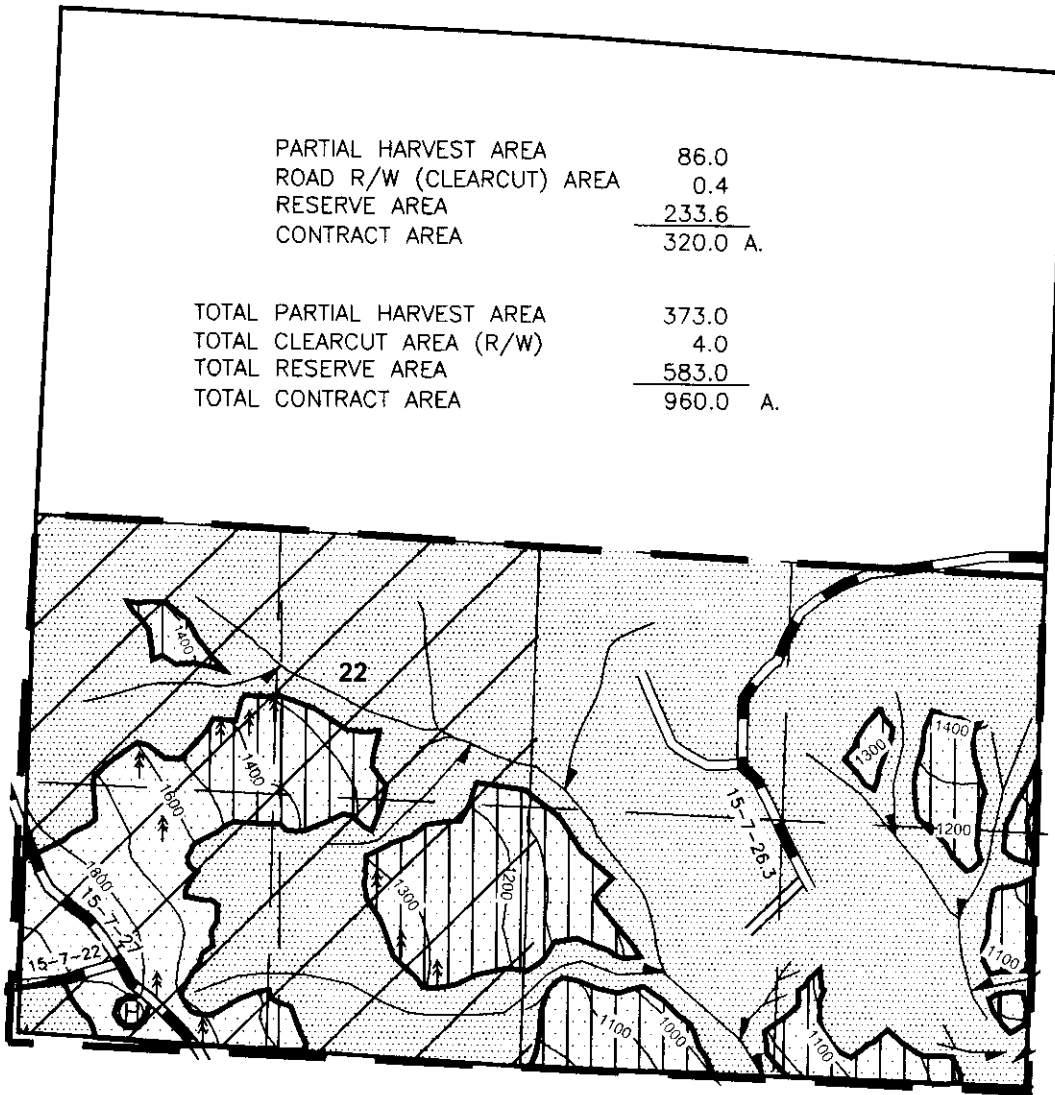
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T. 15 S., R. 7 W., SEC. 22 WILL. MER., EUGENE DISTRICT














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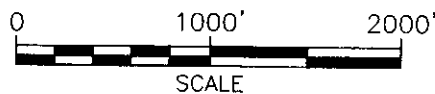
PARTIAL HARVEST AREA	86.0
ROAD R/W (CLEARCUT) AREA	0.4
RESERVE AREA	<u>233.6</u>
CONTRACT AREA	320.0 A.

TOTAL PARTIAL HARVEST AREA	373.0
TOTAL CLEARCUT AREA (R/W)	4.0
TOTAL RESERVE AREA	<u>583.0</u>
TOTAL CONTRACT AREA	960.0 A.



LEGEND

-  CLEARCUT AREA (R/W)
-  PARTIAL HARVEST AREA
-  RESERVE AREA
-  HELICOPTER SEASONAL RESTRICTION AREA
-  HELICOPTER YARDING AREA
-  BOUNDARY - CONTRACT AREA
-  BOUNDARY - CUTTING AREA (BLAZED, PAINTED & POSTED)
-  ROCK SURFACED ROAD
-  DIRT ROAD
-  PARTIAL HARVEST NUMBER  
ACREAGE WITHIN AREA
-  HELICOPTER LOG LANDING TO BE CONSTRUCTED
-  APPROXIMATE LOCATION OF  
SPECIAL HABITAT TREES (10 GROUPS)
-  STREAM



DATE: 02/20/08

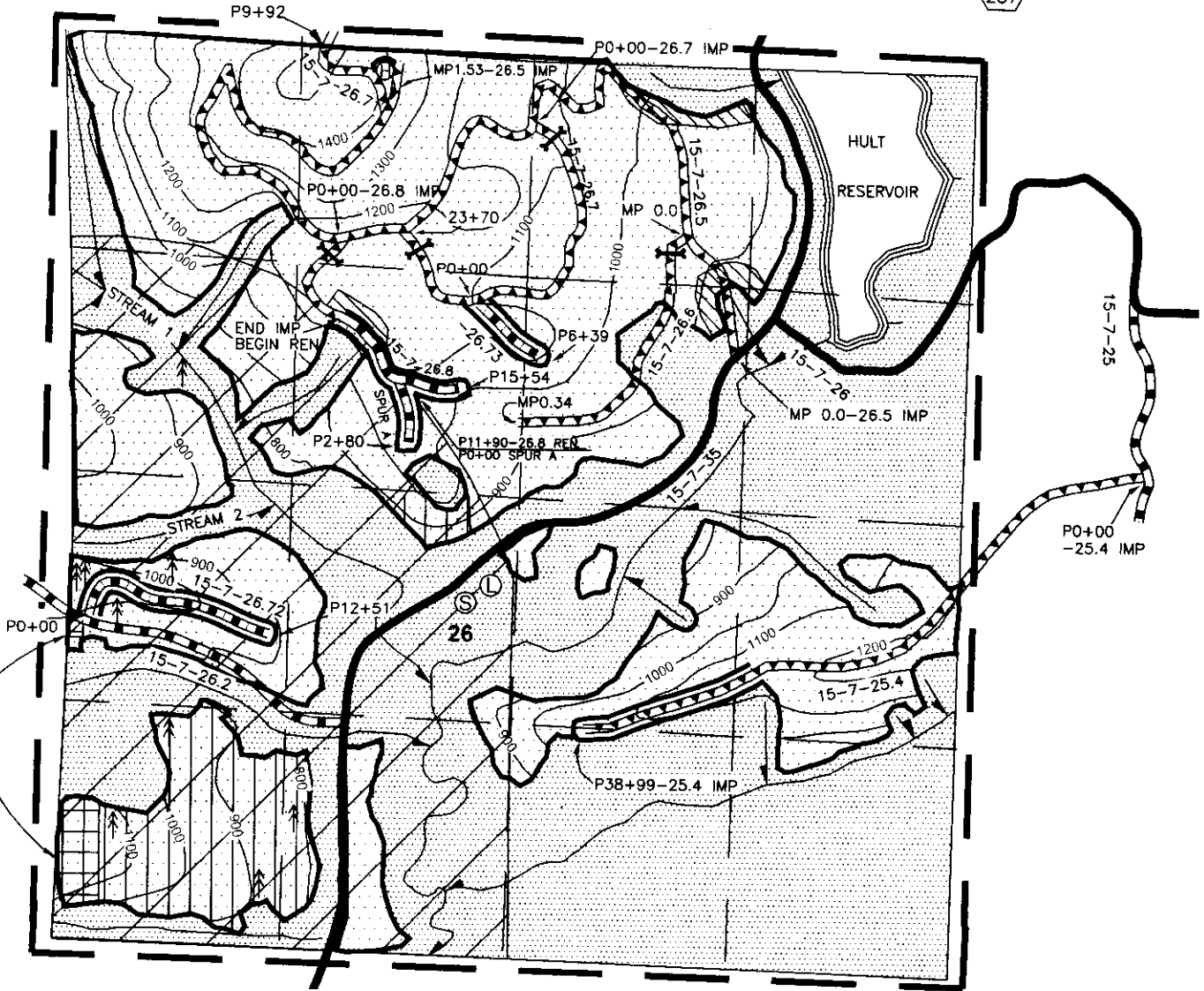
UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"  
SHEET 2 OF 2

SALE NAME: MARK TIME TIMBER SALE CONTRACT NO.: OR090-TS08-546

T. 15 S., R. 7 W., SEC. 26 WILL. MER., EUGENE DISTRICT

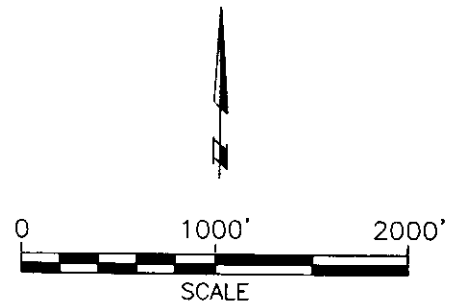
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LEGEND

- CLEARCUT AREA (R/W)
- PARTIAL HARVEST AREA
- RESERVE AREA
- HELICOPTER SEASONAL RESTRICTION AREA
- HELICOPTER YARDING AREA
- SPECIAL SKIDDING AREAS (3)
- SPECIAL OPERATING AREAS (2)
- SERVICE LANDING
- HELICOPTER LOG LANDING
- HELICOPTER LOG LANDING TO BE CONSTRUCTED
- BOUNDARY - CONTRACT AREA
- BOUNDARY - CUTTING AREA (BLAZED, PAINTED & POSTED)
- PAVED ROAD
- ROAD TO BE CONSTRUCTED
- ROAD TO BE RENOVATED
- ROAD TO BE IMPROVED
- PARTIAL HARVEST NUMBER ACREAGE WITHIN AREA
- APPROX. LOCATION OF EARTHEN BARRIER TO BE CONSTRUCTED (4)
- APPROXIMATE LOCATION OF SPECIAL HABITAT TREES (9 GROUPS)
- STREAM

PARTIAL HARVEST AREA	287.0
CLEARCUT AREA (R/W)	3.6
RESERVE AREA	349.4
CONTRACT AREA	<u>640.0</u> A.



DATE: 02/20/08

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
TIMBER SALE SUMMARY**

District Eugene  
 Sale Date March 27, 2008  
 Parcel No. 1

Sale Name \_\_\_\_\_ Mark Time \_\_\_\_\_ Planning Unit Siuslaw  
 ATSP Tract No. E08-546 Type of Sale Advertised  
 County & State Lane, Oregon Time for Cutting & Removal 36 Mos.  
 Master Unit Siuslaw Time for Removal of Personal Property 1 Mos.

O&C	CBWR	P.D.	Township	Range	Section	Subdivision
X			15S	7W	22	S½
X		X	15S	7W	26	All

Subdivisions or Cutting Areas	Cutting Volumes by Species by MBF						Total Cutting Volume	Cutting Areas Acres	
	DF	WH	WRC					Partial	Clear
PH Unit 1	1,591	251	27				1,869	86	
PH Unit 2	5,311	840	91				6,242	287	
R/W Unit 1	106	12	1				119		3.6
R/W Unit 2	8	2					10		0.4
<b>TOTAL</b>	<b>7,016</b>	<b>1,105</b>	<b>119</b>				<b>8,240</b>	<b>373</b>	<b>4.0</b>

<b>COSTS</b>	<b>MBF</b>
Falling & Bucking .....	\$ <u>Included With Yarding</u>
Yard, Load, etc. ....	<u>203.62</u>
Transportation .....	<u>37.27</u>
Road Construction .....	<u>25.67</u>
Road Amortization .....	<u>0.00</u>
Road Maintenance .....	<u>1.50</u>

<b>Other Allowances*</b>	<b>Costs</b>
*Specify	
Slash Disposal (Piling / Cover / Burn)	\$ <u>0.85</u>
Seasonal Road Blocking	<u>0.15</u>
Road Decommissioning & Blocking	<u>0.37</u>
Flaggers	<u>0.22</u>
<b>Total Other Allowances</b>	<b>\$ <u>1.56</u></b>
<b>Total Cost to Utilization Center</b>	<b>\$ <u>269.65</u></b>
Utilization Center (Peelers)	<u>N/A</u>
Miles to Utilization Center	<u>N/A</u>
Utilization Center (Sawlogs)	<u>Eugene / Springfield</u>
Miles to Utilization Center	<u>49</u>
Weighted Miles to Utilization Center	<u>49</u>

<b>Profit &amp; Risk Allowance</b>			
Basic Profit & Risk .....	<u>7</u>	%	
Additional Risk			
Low 1% .....		%	
Medium 2% .....	<u>2</u>	%	
High 3% .....		%	
<b>Total Profit &amp; Risk .....</b>	<b><u>9</u></b>	<b>%</b>	

<b>Tract Features</b>				
Ave Log (BF/CF): D-fir	<u>54</u>	All	<u>53</u>	Ave DBH:13.8
Recovery D-fir	<u>94</u>	% All	<u>93</u>	%
Salvage D-fir	<u>0</u>	% All	<u>0</u>	%
Ave Volume per Acre	<u>22</u>			MBF
Ave Yarding Slope	<u>50</u>			%
Ave Yarding Distance	<u>400</u>			Ft.
Ave Age	<u>60</u>			Years
Volume Highlead	<u>0</u>			%
Volume Skyline	<u>61</u>			%
Volume Cat	<u>14</u>			%
Volume Aerial	<u>25</u>			%
Road Construction / Improvements (100' Sta)				
Class <u>SN-14</u>	No. Sta.	<u>Construction - 23+70</u>		
Class <u>SN-14</u>	No. Sta.	<u>Renovation - 103+60</u>		
Class <u>SN-14</u>	No. Sta.	<u>Improvement - 175+69</u>		

<b>Cruise</b>			
Cruised by	<u>G. Scheid, C. Haubrich, M. Hallinan, B. Stevens, C. Anderson</u>		
Date	<u>July 2007</u>		
Type of Cruise	<u>Variable Plot &amp; 3-P</u>		
<b>Volume (MBF/CCF-Net Merch)</b>			
Green	<u>8,240</u>	MBF	Salvage <u>0</u>
D-fir Sawlog	<u>7,016</u>	MBF	Peeler <u>0</u>
Export Volume	<u>0</u>		
Purchaser	_____		
Address	_____		
Contract No.	_____		

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Land Management

District: Eugene

ATSP Tract No.: E08-546

ADP: \_\_\_\_\_

Sale Name: Mark Time Timber Sale

**Stumpage Computation**

Species	Realization Value	Mfg. Costs (-)	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marginal* Logs (+)	Stumpage
Douglas-fir			366.00	269.65	32.94		63.41
Western hemlock			286.00	269.65	25.74		29.00**
Western red cedar			720.00	269.65	64.80		385.55
** 10% of Pond Value							
Wt. Average			359.87				63.45

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

**Appraised Price Summary**

TEA \_\_\_\_\_ RVA \_\_\_\_\_  
(Check one)

Number Trees		Species	Volume	Appraised Price		Bid Price	
Un-Merch	Merch			\$/M	Value	\$/M	Value
		Douglas-fir	7,016	63.00	\$ 442,008.00		
		Western hemlock	1,105	29.00	32,045.00		
		Western red cedar	119	386.00	45,934.00		
		Totals:			\$ 519,987.00		

**Log Grades (By Percent)**

Species	Code #1	#2	#3	#4	#5	#6
Douglas-fir				44	49	7
Western hemlock				46	46	8
Western red cedar				0	67	33

Appraised By \_\_\_\_\_ Greg Scheid \_\_\_\_\_ Date \_\_\_\_\_ February 19, 2008  
 Appraisal Reviewed By \_\_\_\_\_ Heather Moss-Frystak \_\_\_\_\_ Date \_\_\_\_\_ February 21, 2008

EUGENE DISTRICT  
UPPER WILLAMETTE RESOURCE AREA

PARCEL NO. 2  
SALE DATE: MARCH 27, 2008

Tract No. E-08-675 – Drury Bunks  
Lane County, Oregon: O&C

Bid Deposit Required: \$35,800.00

All timber designated for cutting on SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$  Section 27, SE $\frac{1}{4}$ SW $\frac{1}{4}$  Section 34, T. 15 S., R. 1 W.; Lots 1, 2 and 3, S $\frac{1}{2}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$  Section 3; Lots 5, 6 7 and 9, S $\frac{1}{2}$ SE $\frac{1}{4}$  Section 19, T. 16 S., R. 1 W.; and Lots 15 and 16, E $\frac{1}{2}$ NE $\frac{1}{4}$  N $\frac{1}{2}$ SE $\frac{1}{4}$  Section 25, T. 16 S., R. 2 W., Will. Mer.

Estimated Volume MBF 32' Log	Estimated Volume CCF	Species	Estimated Volume MBF 16' Log	Appraised Price Per MBF	Estimated Volume Times Appraised Price
5,766	12,714	Douglas-fir	7,207	\$49.00	\$353,143.00
51	105	Grand fir	64	\$32.00	2,048.00
28	67	Western hemlock	35	\$32.00	1,120.00
2	4	Western red cedar	3	\$364.00	1,092.00
2	5	Maple	2	\$15.00	30.00
5,849	12,895	Totals	7,311		\$357,433.00

APPRAISED PRICES are determined by market based analytical method. The Douglas-fir appraised price was then reduced 15% due to current market conditions. For all minor species except the Western red cedar the appraised prices are minimum stumpage which is 10% of pond value. The minimum bid increment will be \$0.10 per MBF or multiples thereof.

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

CRUISE INFORMATION: All species in the right-of-ways have been cruised using the 3P system to select sample trees. The sample trees have been cruised. Volumes from the samples are then expanded to a total sale volume. A map showing the location and description of these sample trees is available at the Eugene District Office. Big leaf maple trees in the right-of-ways were cruised using a sample tree cruise method.

Volume for all Douglas-fir, Grand fir and Western hemlock in the Partial Harvest Area was variable plot cruised. Plot data is then used to calculate v-bar and basal area per acre using the *National Cruise Program*. The basal area was determined with a Relaskop using a 20 BAF. This sale contains a total of 255 plots. 94 sample trees were randomly selected on these plots to determine v-bar. Some sample trees located in cruise plots have been felled, bucked and scaled to determine form class and to verify the cruise. A map showing the location of the sample trees is available at the Eugene District Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 14.9" DBHOB; the average log contains and 54bd. ft.; the total gross volume is approximately 7,597 MBF, 95% recovery is expected; and 0% was determined to be salvage volume.

CUTTING AREA: Four areas totaling approximately 418 acres must be partial harvested and approximately 5 acres of right-of-way must be clear cut.

ACCESS: Access to the sale is provided by:

1. a public road;
2. BLM existing roads;
3. BLM roads to be constructed; renovated and improved and

4. Roads covered by Right-of-Way and Road Use Agreement E-662 between Weyerhaeuser Company and the United States and Right-of-Way and Road Use Agreement No. E-662B between Giustina Land and Timber (GLT) and the United States. In the use of private roads, the Purchaser shall enter into a license agreement with Weyerhaeuser Company and with GLT. The license agreements shall be delivered to Weyerhaeuser Company and GLT for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.
5. BLM has no legal access to Section 19 via Road No. 16-1-19. Access is via Sunderman Road only.

**ROAD MAINTENANCE:** The Purchaser shall pay road use fees of \$11,682.00 to Weyerhaeuser Company. In addition the Purchaser shall at Weyerhaeuser Company's option, perform maintenance on Weyerhaeuser Company roads and pay to Weyerhaeuser the above-normal maintenance and rockwear fees estimated at \$1,116.68 or Weyerhaeuser will maintain and the Purchaser shall pay road maintenance and rockwear fees to Weyerhaeuser estimated at \$6,084.80 for mineral and timber haul. The Purchaser shall pay road use fees of \$306.00 to GLT. In addition the Purchaser shall pay to GLT the above normal and rockwear fees estimated at \$22.04 for timber haul. The Purchaser shall pay to BLM maintenance fees of \$15,336.10 for timber and mineral hauling on portions of BLM paved roads. The Purchaser shall maintain all BLM controlled roads that are gravel and pay BLM a rockwear fee of \$14,834.71 for timber and mineral haul. See Exhibit D map for specification of road maintenance responsibility. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

**ROAD CONSTRUCTION:** Required Required Rock Source: McGowan Quarry  
 Road Nos. 15-1-27.5 Ext., -27.6, -34.5, and -34.6 Total Length: 1.10 miles  
 Class: SN-16  
 Length: 1.1 miles  
 Surfacing: 3" minus & 1½ minus" Culverts  
 Width: 16' Diameter: 18" CPP\* Length: 104'  
 Compacted Depth: 4" 3" minus & 4" 1½ minus" Diameter: 24" CPP Length: 60'  
 Estimated Quantity: 1,501 CY 1½ minus, 2,524 CY 3" minus (Truck Yards) \*CPP = Corrugated Polyethylene Pipe  
 Total estimated excavation: approximately 23 hours of cat time.  
 Total estimated construction cost: **\$87,870.88**

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

**ROAD IMPROVEMENT:** Required Required Rock Source: McGowan Quarry  
 Road Nos. 15-1-27  
 Class: SN-16  
 Length: 0.19 miles  
 Raise road grade with end haul from Road No. 15-1-34.6 approx. 1,000 CY  
 Width: 16'  
 Compacted Depth: 4" 3" minus, 4" 1½" minus  
 Estimated Quantity: 278 Truck Yards 3" minus and 245 Truck Yards 1½" minus  
 Total Estimated Cat time: 4 hrs. Excavator: 4 hrs  
 Total estimated excavation: approximately 1,000 CY of end haul from Road No. 15-1-34.6 to Road No. 15-1-27 to raise the roadbed.  
**Total estimated improvement cost: \$11,806.48**

**ROAD RENOVATION:** Required Required Rock Source: McGowan Quarry  
 Road Nos. 15-1-34, 16-1-3, -3.2,- 5.3 and 16-2-35  
 Class: SN-16  
 Length: 6.5 miles  
 Surfacing: 1½" minus Culverts  
 Width: 16' Diameter: 18" CPP Length: 368'  
 Compacted Depth: 4" 1½" minus Diameter: 24" CPP Length: 50' \*\*  
 Estimated Quantity: 5,687 CY (Truck Yards) Diameter: 24" CPP Length: 30' \*\*  
 Total estimated excavation: 19 hours of excavator time. \*\*downspout or flume  
**Total estimated renovation cost: \$135,849.80**

**Provide 800 CY of 1½” surfacing for maintenance during the timber haul and final maintenance.**

	40 Yds River rock
	3,362 Yds 3” minus
	7,433 Yds 1½” minus
	<u>800 Yds Maintenance</u>
<b>Grand Total for the Rock</b>	<b>11,635 Truck Yards</b>

**ROAD DECOMMISSIONING:**

Remove stream culvert on Road No. 15-1-27.6      Excavator 2 hrs  
 Tilling 14 Sta. on BLM      Excavator 10 hr

**Total estimated decommissioning cost: \$2,344.67**

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

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

**SPECIAL PROVISIONS:** The contract will contain special provisions regarding road construction, road renovation, culvert installation, road maintenance, logging methods, prevention of erosion, falling of trees designated for cutting, logging residue reduction and submission of a written logging plan specifying landing locations, logging methods and logging schedule; Road decommissioning is required.

**OTHER SPECIAL REQUIREMENTS:**

1. Required rock crushing from the McGowan Quarry, T. 16 S., R. 3 W., Sec. 13. No blasting or crushing is allowed between March 1 and July 15<sup>th</sup>.
2. The purchaser shall be required to clean logging, road construction and tilling equipment to remove dirt and plant debris that may contain noxious weed seeds from the under carriage, tracks and tire treads prior to entry to Federal lands.
3. Upon the completion of road use or harvest activities, the Purchaser shall pile the rock surfacing and till the portions of Road Nos. -27.5 Ext. and -27.6 as shown on the Ex G map. Culvert removal and tilling shall occur during dry weather conditions as directed by the Authorized Officer. The rock surfacing shall be piled at the junction of Road No. 15-1-27 and -27.5, or where directed by the Authorized Officer.
4. Corridors shall be adjusted to avoid cutting large snags and remnant trees.
5. Stream culvert removal and hauling operations off native surface roads shall be restricted to dry periods, generally between June 30 and Oct 15 or as directed by the Authorized Officer. Road Construction shall occur between June 1 and Oct 15 or as directed by the Authorized Officer.
6. One end log suspension is required in the Partial Harvest Area during cable yarding.
7. Lift trees and intermediate supports may be required to log portions of the Partial Harvest Area, Cable yarding.
8. No felling or yarding in or through reserve areas.
9. No felling or yarding shall be conducted on the Partial Harvest Areas during sap flow from April 1 to June 30 of each year, both days inclusive.
10. Ground based mechanized cutting and yarding operations will be prohibited on the Partial Harvest Areas during periods of excessive soil moisture. This will normally limit ground based logging to July 1 through October 1.
11. All trees designated for cutting shall be felled, limbed and cut into log lengths not to exceed 40 feet before being yarded.
12. Yarding in the Partial Harvest Area, Cable yarding, as shown on Exhibit A, shall be done with a skyline system capable of lateral yarding 75 feet each side of the skyline corridor.
13. Skyline corridors shall be a minimum of 150 feet apart at the tailholds or landings and shall not exceed 12 feet in width.
14. Piling, covering and burning of slash required on all landings and within 25 feet of permanent rock roads.
15. Special Provisions regarding contract suspension/modification/termination have been added to Section 41 of the contract.
16. The stream culvert on Road No. 15-1-27.6 shall be removed and placed at the junction of Road Nos. -27 and -27.5. Waste material from the culvert removal shall be positioned in a location that would avoid direct sediment discharge to streams or wetlands. See the Ex G for complete details.

17. Helicopter landings as shown on Exhibit A for Drury-Bunks: Prior to any use or construction of any helicopter landing in Section 30, T. 16 S., R. 1 W., contact Jeanne Hunt at (541)741-5248 for a pre-work inspection of the landing sites. A Spill Plan for any landing that will have fuel trucks, tanks and barrels present shall be presented at the required pre-work.
18. Following the use of the landings, the timber sale purchaser shall pile (haystack) the bark and logging debris for burning and road restoration. Request approval of the clean up, prior to the removal of the equipment used for the clean up. Weyerhaeuser will burn the piles.
19. An allowance of 140CY of 3" minus surfacing, 1 hour cat time and 2 hours of excavator time is planned for each of the four landing sites. This is for the construction, surfacing and clean up as needed for the helicopter landings. An extra move-in is also allowed for in the appraisal for this work.
20. Proposed helicopter landing locations on BLM shall be approved by the Authorized Officer prior to construction.
21. Special Yarding Area in Section 3
22. Special Provisions regarding contract suspension/modification/termination have been added to Section 41 of the contract.
23. Cutting of guyline trees in the Guyline Restricted Area in Section 3, T. 16 S., R. 1 W. is restricted; use is OK. This is a Northern spotted owl core area.

Approximately 275 MBF of additional volume was considered to be within the skyline corridors in this contract area but is not included in the advertised sale volume. Additional skyroad timber, guyline trees and tailhold trees will be sold at contract price. Additional timber needed for other purposes will be appraised and sold at market value.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing slash pile burning or contributing \$1,482.72 in lieu thereof. The option must be declared prior to contract execution. Slash piling and covering, snag creation and road decommissioning are not included in the Optional Contribution and will remain the responsibility of the purchaser.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: Obtain a key from BLM office. Access to the sale is through a locked gate over private roads. Prospective bidders may obtain a key from the Eugene District Office and proceed to the sale area. Any other persons interested in visiting the timber sale site should first contact Dan Couch at 683-6448.

For the Drury Butte harvest area from Highway 126 take the 42nd street exit. Go northeasterly to Marcola Road (County Road No. 1900) for approximately 4 miles. Turn east on County Road No. 1948 Sunderman Road. Travel approximately 1½ miles and then turn east on County Road No. 1949 for approximately ½ mile. Then go northerly on BLM Road No. 16-2-35, LaLone Road, through the BLM gate. Obtain a pre sale key at the BLM office and follow signs to sale area.

For the Bunker Hill harvest area return to the Marcola Road (County Road 1900) and travel north for approximately 5 miles. Turn east on BLM Road No. 16-1-5.3 (Paschelke Road) travel approximately 2 miles and follow signs to the sale unit in 16-1-3. Continue on BLM Road No. 16-1-3 for approximately ¾ mile then turn northeast on Road No. 15-1-34.4 and follow signs to the sale area.



# Seasonal Restriction Table

**Seasonal Restrictions:**

- Harvest activity in 15-1W-27 and special yarding area in 16-1-3 (March 1 – July 15)
- Harvest activity in 16-1W-3 (March 1 – September 30)
- Sap flow seasonal restriction (April 1 – June 30)
- Soil moisture seasonal restriction for hauling on native surface roads (October 16– June 30)
- Soil moisture seasonal restriction for stream culvert installation and removal (October 16 – June 15)
- Soil moisture seasonal restriction for tilling and ground-based yarding (October 1 – July 1)
- Road construction, seasonal restriction (October 15 – June 1)

**\*Restricted Dates are Shaded**

Sale Area	Partial Harvest Area	Activity	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
		Harvest activity in 15-1-27 and Special Yarding Area in 16-1-3												
		Harvest activity in 16-1-3												
		Yarding ( Sapflow)												
		Culvert installation and removal												
		Blasting & Crushing McGowan Quarry												
		Ground based yarding, tilling												
		Hauling on native surface roads												
		Road construction												

- Wet season restrictions may be shortened or extended depending on weather conditions; soil moisture still overrides weather conditions.
- Sap flow seasonal restrictions may be conditionally waived at BLM discretion.

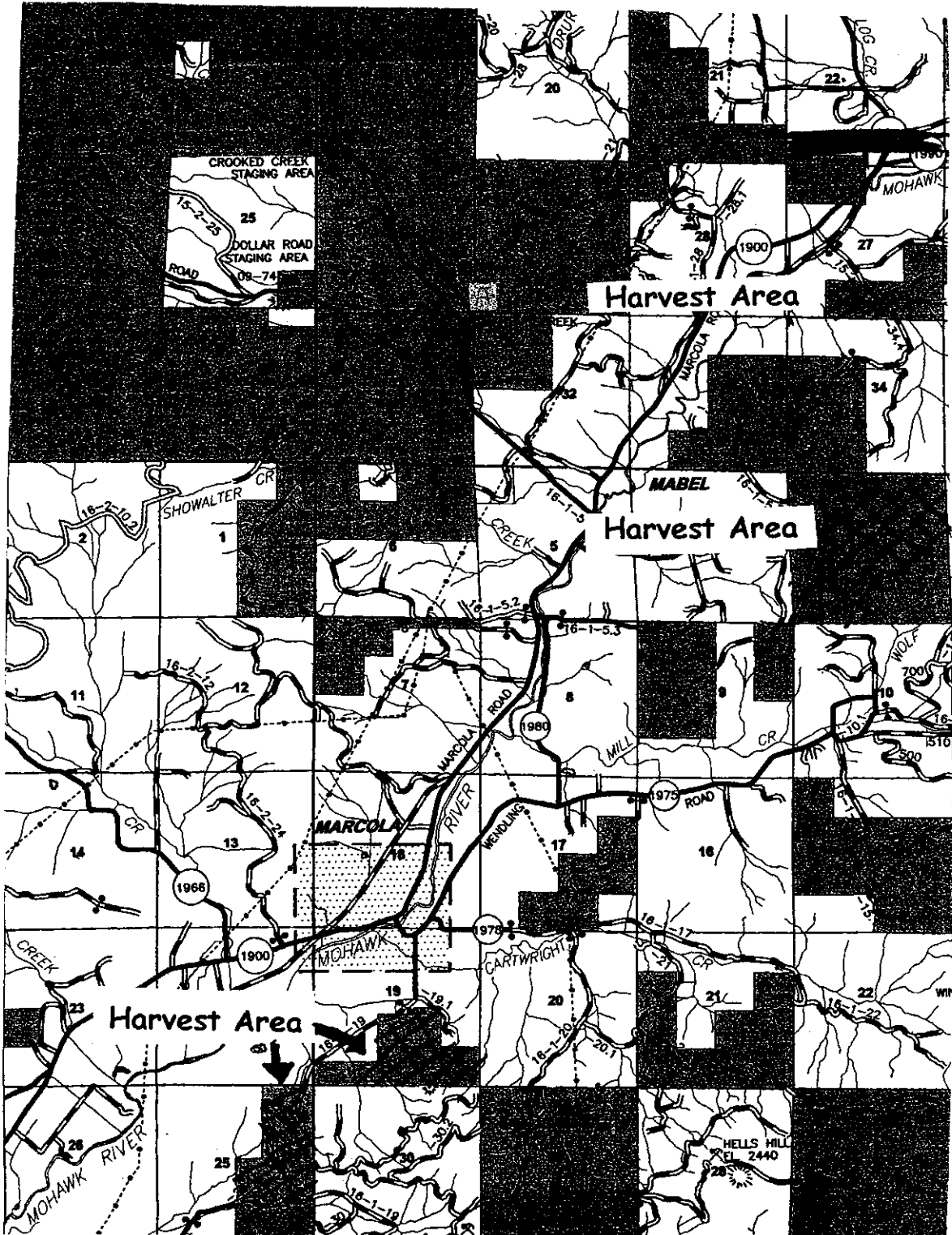
*This table is for information purposes only. Refer to Section 41 Special Provisions of the contract for exact date restrictions and specifications.*

# TIMBER SALE LOCATION MAP

DruryBunks - Tract No. E-08-675

TOWNSHIP	RANGE	SECTION
15S.	1W.	27
16S.	1W.	03 and 19
16S.	2W	25

SCALE 1" = 1 MILE

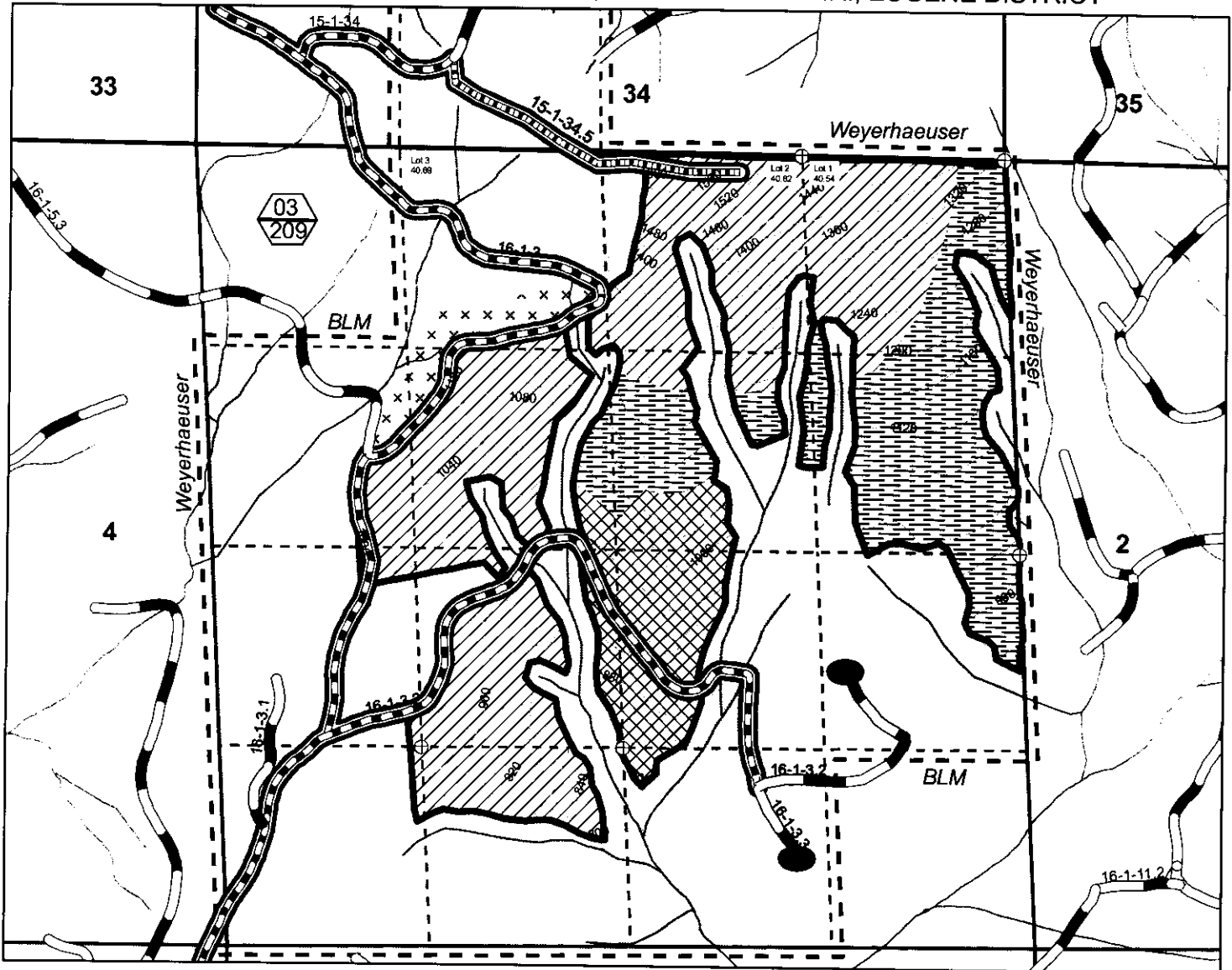




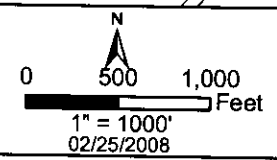
**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT**

**EXHIBIT "A"  
SHEET 1 of 4**

SALE NAME: DRURY BUNKS TIMBER SALE CONTRACT NO.: OR090-TS08-675  
T16S, R01W, SEC. 03 AND T15S, R01W, SEC. 34 .WILL. MER., EUGENE DISTRICT



Legend	
	HELICOPTER LANDING
	SERVICE LANDING
	PARTIAL HARVEST AREA - BLAZED, POSTED, PAINTED
	PARTIAL HARVEST AREA - CABLE YARDING
	PARTIAL HARVEST AREA - HELICOPTER YARDING
	PARTIAL HARVEST AREA - SPECIAL YARDING AREA/ GROUND BASED
	GUYLINE RESTRICTED AREA
	BOUNDARY - CONTRACT AREA
	RESERVE AREA
	SUBDIVISIONAL LINES
	CORNER FOUND
	EXISTING ROADS
	ROAD TO BE RENOVATED
	NEW CONSTRUCTION - ROCK
	TOWNSHIP LINES
	SECTION LINES
	STREAMS
	40 FT. CONTOURS
	UNIT NUMBER (TOP)
	UNIT ACRES (BOTTOM)



TOTAL SECTIONS 3 AND 34	
PARTIAL HARVEST AREA	209.00 ACRES
ROAD RIGHT-OF-WAY	2.00 ACRES
RESERVE AREA	391.05 ACRES
<b>CONTRACT AREA</b>	<b>602.05 ACRES</b>

GRAND TOTAL FOR ALL SECTIONS	
TOTAL PARTIAL HARVEST AREA	- 418.00 ACRES
TOTAL ROAD RIGHT-OF-WAY	- 5.00 ACRES
TOTAL RESERVE AREA	- 648.39 ACRES
<b>TOTAL CONTRACT AREA</b>	<b>- 1071.39 ACRES</b>

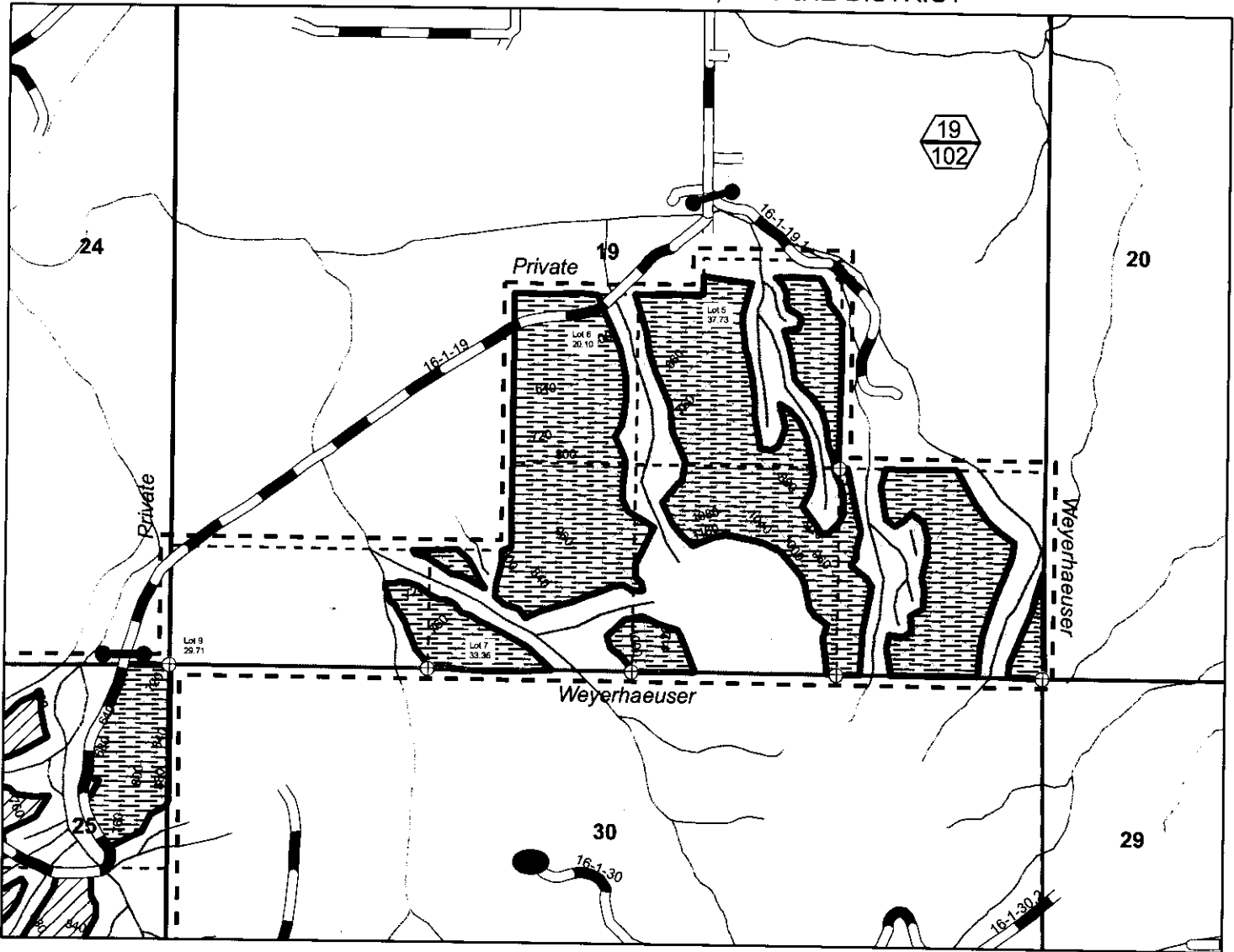
Partial Harvest acres shown on Exhibit A have been computed using a Trimble ProXR Global Positioning System receiver and Criterion laser. Acreage was calculated based on Global Positioning System traverse procedures including differential correction and Criterion laser. No warranty is made by the Bureau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



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BUREAU OF LAND MANAGEMENT**

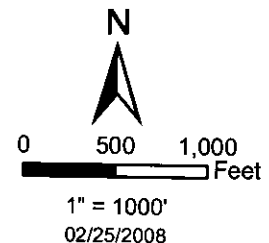
**EXHIBIT "A"  
SHEET 2 of 4**

SALE NAME: DRURY BUNKS TIMBER SALE CONTRACT NO.: OR090-TS08-675  
T.16S., R.01W., SEC. 19 WILL. MER., EUGENE DISTRICT



**Legend**

HELO LANDING	GATE - NO LEGAL ACCESS
PARTIAL HARVEST AREA - BLAZED, POSTED, PAINTED	EXISTING ROADS
PARTIAL HARVEST AREA - HELICOPTER YARDING	TOWNSHIP LINES
BOUNDARY - CONTRACT AREA	SECTION LINES
RESERVE AREA	STREAMS
SUBDIVISIONAL LINES	40 FT. CONTOURS
CORNER FOUND	UNIT NUMBER (TOP) / UNIT ACRES (BOTTOM)



TOTAL SECTION 19	
PARTIAL HARVEST AREA	102.0 ACRES
ROAD RIGHT-OF-WAY	0.0 ACRES
RESERVE AREA	98.9 ACRES
CONTRACT AREA	<u>200.9 ACRES</u>

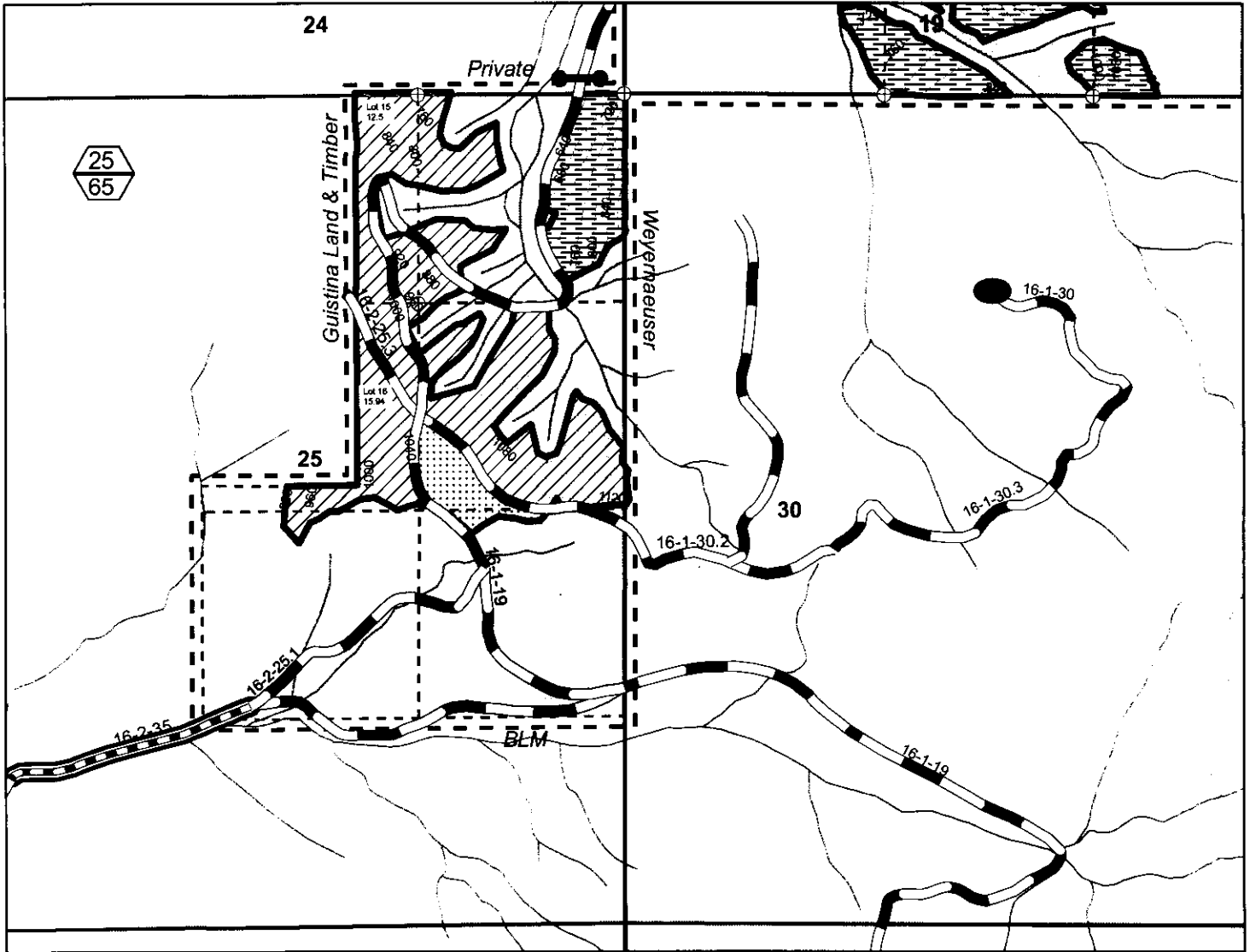
Partial Harvest acres shown on Exhibit A have been computed using a Trimble ProXR Global Positioning System receiver and Criterion laser. Acreage was calculated based on Global Positioning System traverse procedures including differential correction and Criterion laser. No warranty is made by the Bureau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



**UNITED STATES  
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BUREAU OF LAND MANAGEMENT**

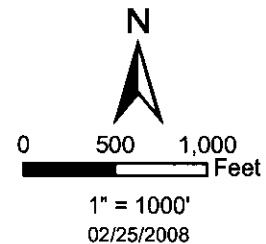
**EXHIBIT "A"  
SHEET 3 of 4**

SALE NAME: DRURY BUNKS TIMBER SALE CONTRACT NO.: OR090-TS08-675  
T.16S., R.02W., SEC. 25 WILL. MER., EUGENE DISTRICT



**Legend**

- |  |   |
|--|---|
| HELICOPTER LANDING                             | CORNER FOUND                            |
| PARTIAL HARVEST AREA - BLAZED, POSTED, PAINTED | GATE - NO LEGAL ACCESS                  |
| PARTIAL HARVEST AREA - CABLE YARDING           | EXISTING ROADS                          |
| PARTIAL HARVEST AREA - GROUND BASED YARDING    | ROAD TO BE RENOVATED                    |
| PARTIAL HARVEST AREA - HELICOPTER YARDING      | TOWNSHIP LINES                          |
| BOUNDARY - CONTRACT AREA                       | SECTION LINES                           |
| RESERVE AREA                                   | STREAMS                                 |
| SUBDIVISIONAL LINES                            | 40 FT. CONTOURS                         |
|  | UNIT NUMBER (TOP) / UNIT ACRES (BOTTOM) |



<b>TOTAL SECTION 25</b>	
PARTIAL HARVEST AREA	65.00 ACRES
ROAD RIGHT-OF-WAY	0.00 ACRES
RESERVE AREA	123.44 ACRES
CONTRACT AREA	188.44 ACRES

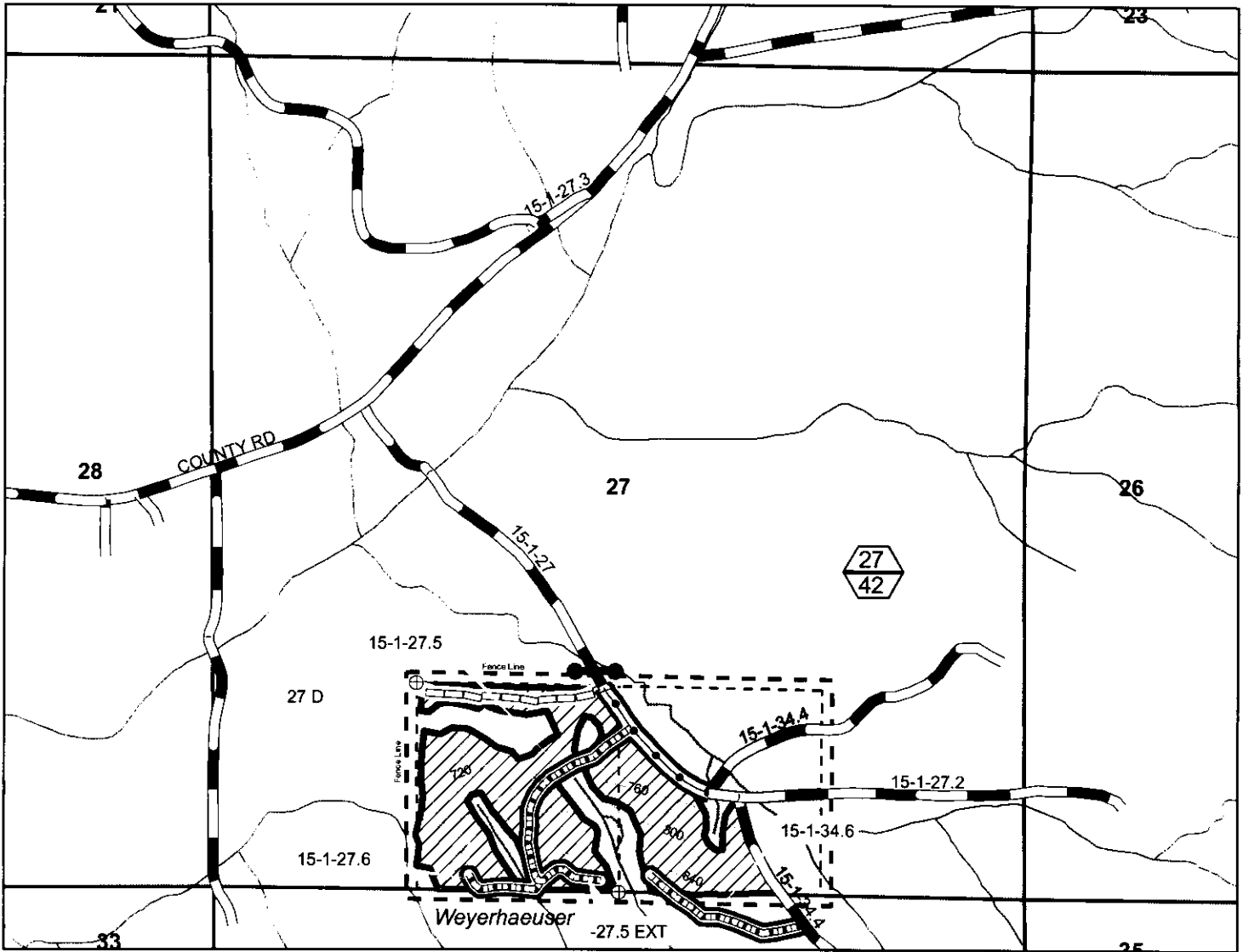
Partial Harvest acres shown on Exhibit A have been computed using a Trimble ProXR Global Positioning System receiver and Criterion laser. Acreage was calculated based on Global Positioning System traverse procedures including differential correction and Criterion laser. No warranty is made by the Bureau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



# UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

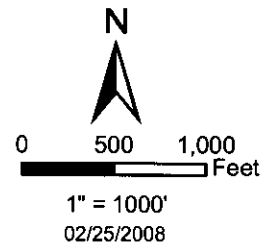
**EXHIBIT "A"**  
**SHEET 4 of 4**

SALE NAME: DRURY BUNKS TIMBER SALE CONTRACT NO.: OR090-TS08-675  
T.15S., R01W., SEC. 27 WILL. MER., EUGENE DISTRICT



### Legend

- |  |   |
|--|---|
| PARTIAL HARVEST AREA - BLAZED, POSTED, PAINTED | EXISTING DIRT ROAD                      |
| PARTIAL HARVEST AREA - CABLE YARDING           | ROAD TO BE IMPROVED                     |
| BOUNDARY - CONTRACT AREA                       | NEW CONSTRUCTION - ROCK                 |
| RESERVE AREA                                   | TOWNSHIP LINES                          |
| SUBDIVISIONAL LINES                            | SECTION LINES                           |
| CORNER FOUND                                   | STREAMS                                 |
| GATE - NO LEGAL ACCESS                         | 40 FT. CONTOURS                         |
| EXISTING ROADS                                 | UNIT NUMBER (TOP) / UNIT ACRES (BOTTOM) |



### TOTAL SECTION 27

PARTIAL HARVEST AREA	42.0 ACRES
ROAD RIGHT-OF-WAY	3.0 ACRES
RESERVE AREA	35.0 ACRES
CONTRACT AREA	80.0 ACRES

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

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
TIMBER SALE SUMMARY**

District Eugene  
Sale Date 3/27/08  
Parcel No. 2

Sale Name Drury Bunks  
ATSP Tract No. E-08-675  
County & State Lane, OR  
Master Unit Upper Willamette

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			15 S.	1 W.	27	SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$
X			15 S.	1 W.	34	SE $\frac{1}{4}$ SW $\frac{1}{4}$
x			16 S.	1 W.	3	Lots 1,2,3, S $\frac{1}{2}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SWSE
x			16 S.	1 W.	19	Lots 5,6,7,9, S $\frac{1}{2}$ SE $\frac{1}{4}$
x			16 S.	2 W.	25	Lots 15, 16, E $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$

Subdivisions or Cutting Areas	Cutting Volumes by Species by MBF						Total Cutting Volume	Cutting Areas Acres	
	D-fir	GF	W. hem	WRC	Maple	Partial		Clear	
Section 27	706	2	2	0	0	710	42		
Section 3	3,530	11	12	0	0	3,553	209		
Section 19	1,715	5	6	0	0	1,726	102		
Section 25	1,093	4	4	0	0	1,101	65		
R/W	163	42	11	3	2	221		5	
<b>TOTAL</b>	<b>7,207</b>	<b>64</b>	<b>35</b>	<b>3</b>	<b>2</b>	<b>7,311</b>	<b>418</b>	<b>5</b>	

<b>COSTS</b>	<b>MBF</b>
Falling & Bucking .....	\$ Included With Yarding
Yard, Load, etc. ....	238.23
Transportation .....	23.39
Road Construction .....	32.40
Road Amortization .....	1.64
Road Maintenance .....	8.21

<b>Profit &amp; Risk Allowance</b>	
Basic Profit & Risk .....	7 %
Additional Risk	
Low 1% .....	%
Medium 2% .....	%
High 3% .....	3 %
Total Profit & Risk .....	10 %

<b>Other Allowances*</b>	<b>Costs</b>
*Specify	
Slash Disposal (pile & cover)	\$ 1.18
Slash Disposal (pile burning)	0.17
Road Decommissioning	0.39
Skid Road Tilling	0.25
Seasonal Road Blocking	0.11
CWD Creation	0.44
Snag Creation	1.73

<b>Tract Features</b>			
Ave Log (BF/CF): D-fir	54	All	55
Recovery D-fir	95 %	All	95 %
Salvage D-fir	0 %	All	0 %
Ave Volume per Acre	17		MBF
Ave Yarding Slope	40		%
Ave Yarding Distance	800		Ft.
Ave Age	60		Years
Volume Highlead			%
Volume Skyline	45		%
Volume Cat	16		%
Volume Aerial	39		%

<b>Road Construction / Improvements (100' Sta)</b>			
Class	SN-16	No.	1.1 mi. const.
Class	SN-16	No. Sta	0.19 mi. improve
Class	SN-16	No. Sta	6.5 mi. renovate

Total Other Allowances	\$ 4.27
Total Cost to Utilization Center	\$ 308.14
Utilization Center (Peelers)	N/A
Miles to Utilization Center	N/A
Utilization Center (Sawlogs)	Eugene / Springfield
Miles to Utilization Center	19
Weighted Miles to Utilization Center	19

**Cruise**  
Cruised by Hallinan, Scheid, Haubrich  
Date 12/07  
Type of Cruise Variable Plot & 3-P  
**Volume (MBF/CCF-Net Merch)**  
Green 7,311 MBF Salvage 0  
D-fir Sawlog 7,207 MBF Peeler 0  
Export Volume 0  
Purchaser \_\_\_\_\_  
Address \_\_\_\_\_

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Land Management

District: Eugene  
 ATSP Tract No.: E-08-675  
 ADP: 04-675  
 Sale Name: Drury Bunks

**Stumpage Computation**

Species	Realization Value	Mfg. Costs (-)	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marginal* Logs (+)	Stumpage
Douglas-fir			406.51	308.14	40.65		57.72*
Grand fir			315.04	308.14	31.50		-24.60
Western hemlock			316.91	308.14	31.69		-22.92
WRC			747.00	308.14	74.70		364.16
Maple			150.00	308.14	15.00		-173.14
Wt. Average			405.35				56.68

\*Marginal Log Volume \_\_\_\_\_ MBF x \_\_\_\_\_ \$/MBF \_\_\_\_\_ Marg. Log Value  
 Marginal Log Value \$ \_\_\_\_\_ = \$ \_\_\_\_\_ Marginal Log Value / MBF  
 (D-fir Net Volume) MBF \*reduced 15%

**Appraised Price Summary**

TEA \_\_\_\_\_ RVA \_\_\_\_\_ Market Value  **\*\*minimum stumpage**  
 (check one)

Number Trees		Species	Volume MBF	Appraised Price		Bid Price	
Un-Merch	Merch			\$/M	Value	\$/M	Value
	26,234	Douglas-fir	7,207	\$49.00	\$353,143.00		
	162	Grand fir	64	\$32.00**	2,048.00		
	160	W. hemlock	35	\$32.00**	1,120.00		
	6	WRC	3	\$364.00	1,092.00		
	17	Maple	2	\$15.00**	30.00		
	50,108	Totals:	7,311		\$357,433.00		

**Log Grades (By Percent)**

Species	Code #1	#2	#3	#4	#5	#6
Douglas-fir				41.0	52.0	7.0
Grand fir		2.0	4.0	69.0	21.0	4.0
Western hemlock				25.0	59.0	16.0
Western red cedar				100		
Maple				69.0	31.0	

Appraised By Michael Hallinan Date 12/07  
 Appraisal Reviewed By Sue Kragnes Date 2/08



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

NOTICE OF REQUIREMENT FOR CERTIFICATION  
OF NONSEGREGATED FACILITIES

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

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

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Bid, invitation number, or other  
identification

**INDEPENDENT PRICE DETERMINATION CERTIFICATE**

Bid Date  
March 27, 2008

Bidder or offeror (name)

Address (include zip code)

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

Timber Sale of approximately \_\_\_\_\_ MBF

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

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

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

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

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

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

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

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

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

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

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

(Signature of Authorized Officer)

Name and Title (*type or print*)

**INSTRUCTIONS**

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

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

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

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

EXPORT DETERMINATION

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

INSTRUCTIONS  
Timber sale applicant forwards information to authorized officer.

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

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

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

a. Export (date) \_\_\_\_\_

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

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

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

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

\* See 43 CFR 5424.0-5

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

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

Title \_\_\_\_\_

Date \_\_\_\_\_

Form 5450-17 (August 1987)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

CASH BID BOND

Sale Number

Bid Date

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

of \_\_\_\_\_

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

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

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

lawful money of the United States, for the payment of which, well and truly to be made, I bind myself, my heirs, executors, administrators, successors and assigns, jointly and severally, as a further guarantee of which a cash deposit or assured payment has been made with the Bureau of Land Management at \_\_\_\_\_ in the form of

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

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

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

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

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

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

IF INDIVIDUAL OR PARTNERSHIP, SIGN HERE:

IN THE PRESENCE OF TWO WITNESSES:

\_\_\_\_\_

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

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

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

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

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

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

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

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

IF CORPORATION, SIGN HERE

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

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

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

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

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

(Corporate Seal)

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

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Parcel No.

FORM APPROVED  
OMB NO. 1004-0113  
Expires: July 31, 1995

DEPOSIT AND BID FOR  **TIMBER\***  
 **VEGETATIVE RESOURCE**  
**(Other Than Timber)**  
LUMP SUM SALE

Tract Number  
**E-**

Sale Name

Sale Notice (dated)  
**February 27, 2008**

BLM District  
**Eugene**

Sealed Bid for Sealed Bid Sale  Written Bid for Oral Auction Sale **10:00 a.m., March 27, 2008**  
**2890 Chad Drive, Eugene, Oregon**

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

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

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

**BID SCHEDULE – LUMP SUM SALE**  
*NOTE: Bidders should carefully check computations in completing the Bid Schedule.*

BID SUBMITTED					ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
	MBF		X _____ = _____		X _____ = _____	
	MBF		X _____ = _____		X _____ = _____	
	MBF		X _____ = _____		X _____ = _____	
	MBF		X _____ = _____		X _____ = _____	
	MBF		X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
				<b>TOTAL PURCHASE PRICE</b>		

(Continued on reverse)

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

Bid submitted on *(date)*

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

<input type="checkbox"/> Signature, if firm is individually owned	Name of firm <i>(type or print)</i>
<input type="checkbox"/> Signatures, if firm is a partnership	Business address, include zip code <i>(type or print)</i>
<input type="checkbox"/> Corporation organized under the state laws of	<i>(To be completed following oral bidding)</i>
Signature of Authorized Corporate Signing Officer	I HEREBY confirm the above oral bid By <i>(signature)</i>
Title	Date
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior – BLM.  Oral Auction -- Submit to Sales Supervisor prior to closing of qualifying period for tract.	Sealed Bid – Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside: (1) "Bid for Timber" (2) Vegetative Resource Other Than Timber (3) Time bids are to be opened (4) Legal description

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et. seq.) requires us to inform you that:

This information is being collected to obtain data relevant to the operation of this timber sale contract.

This information will be used to administer our timber sale program.

Response to this request is required to obtain a benefit.

### NOTICE

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

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

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

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

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

### BURDEN HOURS STATEMENT

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

## INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 10. PERFORMANCE BOND

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

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

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

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

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

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

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

\* Applies to Timber Only



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

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

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

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