



Phone:  
(307) 745-5325

P.O. Box 267  
2441 Ft. Sanders Dr.

Laramie, WY 82070

## **FOREST PRODUCTS SALES AGREEMENT**

### ***LaGarde/Pass Creek (Sale # FC-14-2)***

**THIS AGREEMENT**, is made by and between The Board of Governors of the Colorado State University System, acting by and through Colorado State University, for the use and benefit of the Colorado State Forest Service, Fort Collins District – 5060 Campus Delivery, Fort Collins, CO 80523, (970) 491-8453, hereinafter referred to as **CSFS** or the **SELLER**, and Heggie Logging & Equipment Company, Inc., organized under the laws of the state of Colorado, whose place of business is P.O. Box 267, Laramie, WY 82073, telephone (307) 745-5325, hereinafter referred to as the **PURCHASER**.

#### **1. AGENT DESIGNATION/RIGHT TO SELL:**

The Colorado State Forest Service-Fort Collins District has been delegated authority by the State Forester/Director of the CSFS, to determine timber for removal, sale of timber, project administration, and to act as contracting officer for this timber sale which is being conducted on lands owned by the Colorado State Land Board. The CSFS warrants that it has the authority to sell the forest products covered by this Agreement from the property herein described. CSFS will designate Mike Hughes, Fort Collins District, as the administering forester and is authorized to act on behalf of CSFS.

#### **2. SALE LOCATION/ACCESS:**

The sale is located in two State Trust Land sections in the Laramie River Valley in northwest Larimer County - Section 36, T11N, R77W, & Section 16, T10N, R76W, 6th Principal Meridian. There are two harvest units with a total of 230 acres. Cutting requirements include clearcut and overstory removal treatments within the designated harvest units. The approximate boundaries of the sale area are designated on the attached sale area map.

Access to the LaGarde Creek Unit is through private land (Diamond Tail Ranch) accessed from Larimer County Road 190, subject to closure when the area is too wet. The Pass Creek Unit is accessed directly from Road 190 at the southwest corner of the section. Some road improvements will be required. Purchaser may independently pursue additional access opportunities.

**PURCHASER** and its employees will follow all State regulations, especially those pertaining to road use. The approximate boundaries of the sale area are designated on the sale area maps attached hereto as Exhibit A.

**PURCHASER** may be required to undertake road improvements prior to hauling and will be required to restore appropriate drainage when the sale is completed.

Any damage to existing roads caused by the **PURCHASER** will be repaired by **PURCHASER** as soon as practical. CSFS will approve all proposed road locations and any changes to existing road locations prior to any work being done. The CSFS Colorado Forest Road Field Handbook and the CSFS Forestry Best Management Practices to Protect Water Quality will be followed by **PURCHASER** at all times. Once the sale is finished, **PURCHASER** will return any spur roads to their original condition.

### **3. TERM/SALE PERIOD:**

This Agreement will be from the date of final signature herein until May 15, 2017, unless extended by mutual agreement of the parties or terminated as set forth below.

### **4. PRODUCT DESIGNATION:**

The sale area boundaries on the Pass Creek Unit are marked with pink flagging and/or boundary fence. The LaGarde Creek Unit is open to harvest of five inch or greater Lodgepole pine throughout the section. The entire section is fenced.

All lodgepole pine trees within sale boundary meeting the standards set forth in Section 7 are designated for removal.

### **5. PRODUCT PRICING:**

**SELLER** makes no warranties of any kind expressed or otherwise as to the products sold under this Agreement. **PURCHASER** is encouraged to make their own determination of the quantity and quality of the products offered under this Agreement.

A sale takes place and ownership of the forest products transfers when the product is removed from the property.

Sawlogs are sold on a per load basis at a price of \$110.00 per load. Products other than logs (POL) are sold at \$83.00 per load.

**Table 1. Description of Products Sold**

<b>Product</b>	<b>Number Sold</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Product Value</b>
Sawlogs	TBD	Loads	\$110.00	Undetermined
POL	TBD	Loads	\$83.00	Undetermined

### **6. VOLUME DETERMINATION:**

Volumes are not guaranteed and **PURCHASER** is responsible for making their own estimates of actual gross volume, defect and net volume recovery. Load tickets from an approved scale will be supplied to the CSFS at a minimum of every two weeks during the term of the contract.

### **7. UTILIZATION STANDARDS:**

All lodgepole pine four inches and greater in diameter at breast height will be removed.

- **Sawlog Utilization Specifications** - Green logs greater than eight feet in length and greater than five inches in diameter at the small end with 50% or greater merchantability shall be removed from the property by the **PURCHASER**. Dead logs greater than eight feet in length and greater than seven inches in diameter at the small end with 50% or greater merchantability shall be removed from the property by the **PURCHASER**. Any damaged leave trees will be removed and damage fee shall be assessed



- **Products Other than Logs Utilization Specifications** – All lodgepole logs greater than eight feet in length and greater than four inches in diameter at the small end with 50% or greater merchantability shall be removed from the property by the **PURCHASER**.

## **8. PAYMENT TERMS:**

In addition to a performance bond, stumpage payments will be to the CSFS-Fort Collins District by the end of the month of which loads are removed from the state section. For example, if seven loads are removed in May, payment for those loads will be due by May 31<sup>st</sup>.

Non-payment will constitute a breach of contract and timber harvesting operations will cease immediately upon notice by CSFS. Acceptable methods of payment are cash, certified check or money order.

## **9. PLAN OF OPERATIONS:**

The **PURCHASER** shall prepare a *Plan of Operations* for the **SELLER** prior to the start of any work but not later than 30 days after execution of the Agreement. Upon approval by **SELLER**, the *Plan of Operations* shall be included herein as **Appendix A**, which shall be attached hereto and incorporated herein, the same as if set forth in full. **PURCHASER** shall not commence any work until the *Plan of Operations* has been approved. The *Plan of Operations* may be amended by the **PURCHASER**, subject to the approval of the **SELLER**.

## **10. PERFORMANCE STANDARDS:**

Existing roads will be used whenever possible. Additional roads, skid trails, landings and decks that are required will be located, constructed, and rehabilitated according to the Performance Standards set forth below. All roads and skid trails will be maintained by the **PURCHASER** in their original or upgraded condition. Care will be taken to maintain drainage necessary to prevent erosion during construction or upgrading of roads and hauling products. The **PURCHASER** will be responsible for any erosion problems that are the result of their operation on the subject property. These problems are to be corrected immediately upon discovery or soon as conditions permit as determined by the administering Forester. Prior to final acceptance of completion of this Agreement, all roads utilized by **PURCHASER** on property must be graded and drainage facilities will be inspected by the administering Forester and must be in working condition. All permanent improvements installed as a part of this Agreement on the State Land Board property will remain the property of CSFS. All permanent improvements installed as a part of this Agreement on the private property will remain the property of the landowner. The CSFS Colorado Forest Road Field Handbook and the CSFS Forestry Best Management Practices to Protect Water Quality will be followed by **PURCHASER** at all times.

Stumps must be cut by **PURCHASER** as close to the ground as possible, at least 90% of the stumps must be less than six inches as measured on the uphill side, except to avoid rocks or other items that could harm the harvesting machines.

**PURCHASER** must pile all slash. **PURCHASER** must keep slash piles free of dirt and must be piled appropriately for burning. Piles must not exceed 30,000 cubic feet in size.



Other Contract Requirements:

- **PURCHASER** must remove all wood that meets the Utilization Standards set forth above.
- If harvested in winter, a cap of snow may be required to be left on roads accessing the sale units.
- **PURCHASER** will maintain a drug and alcohol free work environment on the subject property.
- The work site shall be left in a safe manner at the end of each day when unattended. The **PURCHASER** will take all reasonable precautions to prevent injury to the public. All equipment will be safely stored, ignition keys removed, and trailer hitches locked.

**11. THREATENED & ENDANGERED SPECIES CONSIDERATIONS:**

No threatened & endangered species are known to be present within the sale area.

**12. DAMAGE PENALTY:**

Fines will be assessed by the CSFS for excessive damage to residual trees or the removal of undesignated products at a rate of \$20 per tree and must be paid by **PURCHASER** within 30 days of invoice by CSFS. Penalties may also be assessed for damages to soils, improvements or other elements of the forest stand. Determination of damage is at the sole discretion of the CSFS.

The **PURCHASER** shall conduct all operations in a timely manner and in accordance with the Plan of Operations, which shall be attached hereto and incorporated as set forth above, and shall take all necessary precautions to protect the remaining forest stand, soils, and any improvements.

**13. PERFORMANCE BOND:**

A performance bond in the amount of \$1,000.00 shall be deposited with **SELLER** by the **PURCHASER** within 30 days of signing of this Agreement. The bond shall be in the form of cash, certified check, certified bond from a qualified bonding company, or acceptable Letter of Credit. The performance bond shall be used, in part or in full for non-performance of any of the terms or conditions of this Forest Product Sales Agreement and/or to correct deficiency in any work not completed to Agreement specifications. The bond may be used to cover expenses incurred by the Colorado State Forest Service to complete contract obligations, including re-bidding the entire project if necessary.

The bond may be held until June 1, 2018, or one year beyond the ending date of the Agreement or any extension executed hereunder. This is to ensure that a final closeout inspection can be made when the ground is not covered with snow. Any remaining bond balances will be released to **PURCHASER** promptly upon satisfactory completion of this agreement.

**14. LAW COMPLIANCE:**

The Parties agree to comply with all of the laws, rules, and regulations of the State of Colorado and its subdivisions and with federal laws to the extent applicable.

## **15. REQUIRED INSURANCE:**

### **Colorado State University Standard Insurance Requirements**

**A. The *PURCHASER* shall obtain, and shall maintain at all times during the term of this Forest Product Sales Agreement, insurance in the following kinds and amounts:**

- 1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of **PURCHASER'S** employees acting within the course and scope of their employment.
- 2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
  - a. \$1,000,000 each occurrence;
  - b. \$1,000,000 general aggregate;
  - c. \$1,000,000 products and completed operations aggregate; and
  - d. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the **PURCHASER** shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the University a certificate or other document satisfactory to the University showing compliance with this provision.

- 3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.



B. The Board of Governors of Colorado State University, Colorado State University and the Colorado State Forest Service a subdivision thereof shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the **SELLER**/University

C. The **PURCHASER** shall provide 45 days prior notice to the University by certified mail of any cancellation, non-renewal or non-payment of premiums.

D. The **PURCHASER** will require all insurance policies in any way related to the contract and secured and maintained by the **PURCHASER** to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the University, its organizations, officers, agents, employees and volunteers.

E. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to the University.

F. The **PURCHASER** shall provide certificates showing insurance coverage required by this contract to the University upon execution of this contract. No later than 15 days prior to the expiration date of any such coverage, the **PURCHASER** shall deliver the University certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the University may request in writing, and the **PURCHASER** shall thereupon within 10 days supply to the University, evidence satisfactory to the University of compliance with the provisions of this section.

G. Self-insurance programs do not meet the University's insurance requirements unless the **PURCHASER** provides satisfactory evidence of a loss reserve fund of not less than the minimum coverage amount specified herein, plus excess liability coverage as appropriate to the industry; financial statements of the business; and proof of Department of Labor certification of self-insurance program for worker's compensation.

#### **16. LIABILITY, INDEMNITY AND HOLD HARMLESS:**

The **PURCHASER** shall indemnify, defend, and save harmless the **SELLER** against all suits or actions of every kind and nature brought against the **SELLER** for or on account of any injuries or damages received or sustained by any person, firm, or corporation in connection with, or on account of, the performance of the work under this Agreement, or by any consequence of any negligence in connection with the same, or on account of any act or omission or commission of the **PURCHASER**, his subcontractors, agents, servants, or employees, or for any cause arising out of the performance of the subcontractors, agents, servants, or employees relating to this Agreement.

The **SELLER** shall be responsible, to the extent authorized by law, for its own negligence and the negligence of its employees acting within the scope of their actual authority for the **SELLER**, and for breach of this Agreement. Notwithstanding any other provision herein, the liability of **SELLER** herein shall at all times be strictly limited and controlled by the Colorado Governmental Immunity Act, CRS 24-10-101, et seq., as now or hereafter amended, and nothing in this Agreement shall be construed or applied as a waiver of any provision of such Act. In any event, the total liability of **SELLER** shall not exceed the amounts paid to **SELLER** pursuant to this Agreement.



The **SELLER** is informing the **PURCHASER** that the following physical hazards are located on the property and may not be obvious:

- Hunters are likely to be in the area during hunting seasons.
- Stock may be grazing in and around the sale area and throughout the State Land Board Section – be alert.

Other risks and hazards may exist on the property. **PURCHASER** understands and agrees that there are risks inherent to the activity contemplated under this Agreement, and that **PURCHASER** hereby assumes those risks for itself, its employees and permitted subcontractors. The CSFS, its employees, officers, agents, and governing board shall not be liable for any injury, damage, or loss sustained by **PURCHASER**, its employees, invitees, permitted subcontractors, or any other person acting through or on behalf of **PURCHASER**.

#### **17. SUBCONTRACTING:**

This Agreement or any interest therein, may not be assigned by the **PURCHASER** without prior, written consent of the **SELLER**.

#### **18. AGREEMENT TERMINATION:**

This Agreement may be terminated upon **PURCHASER'S** receipt of 30 days' advance written notice from the **SELLER** for noncompliance or nonperformance of the **PURCHASER**. Specific noncompliance items shall be listed in said written notice. In the event of termination all prepayments and products will remain under ownership of the **SELLER**. **SELLER** or **PURCHASER** may likewise terminate this Agreement upon giving the other Party 10 days' advance written notice in the event that unforeseen circumstances beyond the control of the Party makes performance of this Agreement impossible or impracticable, including, but not limited to, acts of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

#### **19. AGREEMENT MODIFICATION:**

No modification of the terms of this Agreement shall be effective unless it is made in writing by mutual consent and signed by the authorized representatives of both parties. An amendment extending the term of the Agreement for up to a year may be granted at the discretion of the **SELLER** and may be subject to imposition of a \$1,500.00 extension fee.

#### **20. BINDING ON HEIRS:**

The terms and conditions of this Agreement shall be binding upon the heirs, executors, administrators, or successors and assignee of either party.

**IN WITNESS WHEREOF,**  
**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

**PURCHASER:**

\_\_\_\_\_  
Heggie Logging & Equipment CO, Inc

*Ervin J. Heggie III* 4/28/16  
Signature of Authorized Officer - Date

*Ervin J. Heggie III Pres.*  
Print Name & Title of Authorized Officer

**CORPORATIONS:**

(A corporate seal or attestation is required.)

Attest (Seal)

By: \_\_\_\_\_  
(Corporate Secretary or Equivalent)

**STATE OF COLORADO:**

**JOHN HICKENLOOPER, GOVERNOR**

Board of Governors of the Colorado State University System, acting by and through Colorado State University for the use and benefit of the Colorado State Forest Service:

By: \_\_\_\_\_

Lynn Johnson, Associate Vice President for Finance

Date: \_\_\_\_\_

**APPROVED:**

By: *Joseph A. Duda*  
Joseph A. Duda – Deputy State Forester  
Colorado State Forest Service

By: \_\_\_\_\_

Donna W. Aurand, Director, Contracting Services and Special Assistant Attorney General for Colorado State University

**Appendix A**  
**Plan of Operations**

*(To be prepared by **PURCHASER** prior to start of operations)*

*As a minimum stress the Who, What, When, Where, etc. of the project. Consider:*

*Normal operating Season or period*

*Planned rate of cutting (volume/day, week, etc.)*

*Planned rate of hauling (per day, per week, etc.)*

*Number of fallers*

*Number of skidders*

*Number of trucks hauling*

*Equipment Used and Description*

*Authorized Personnel*

*Schedule of Operation by Sub-Unit and Date*

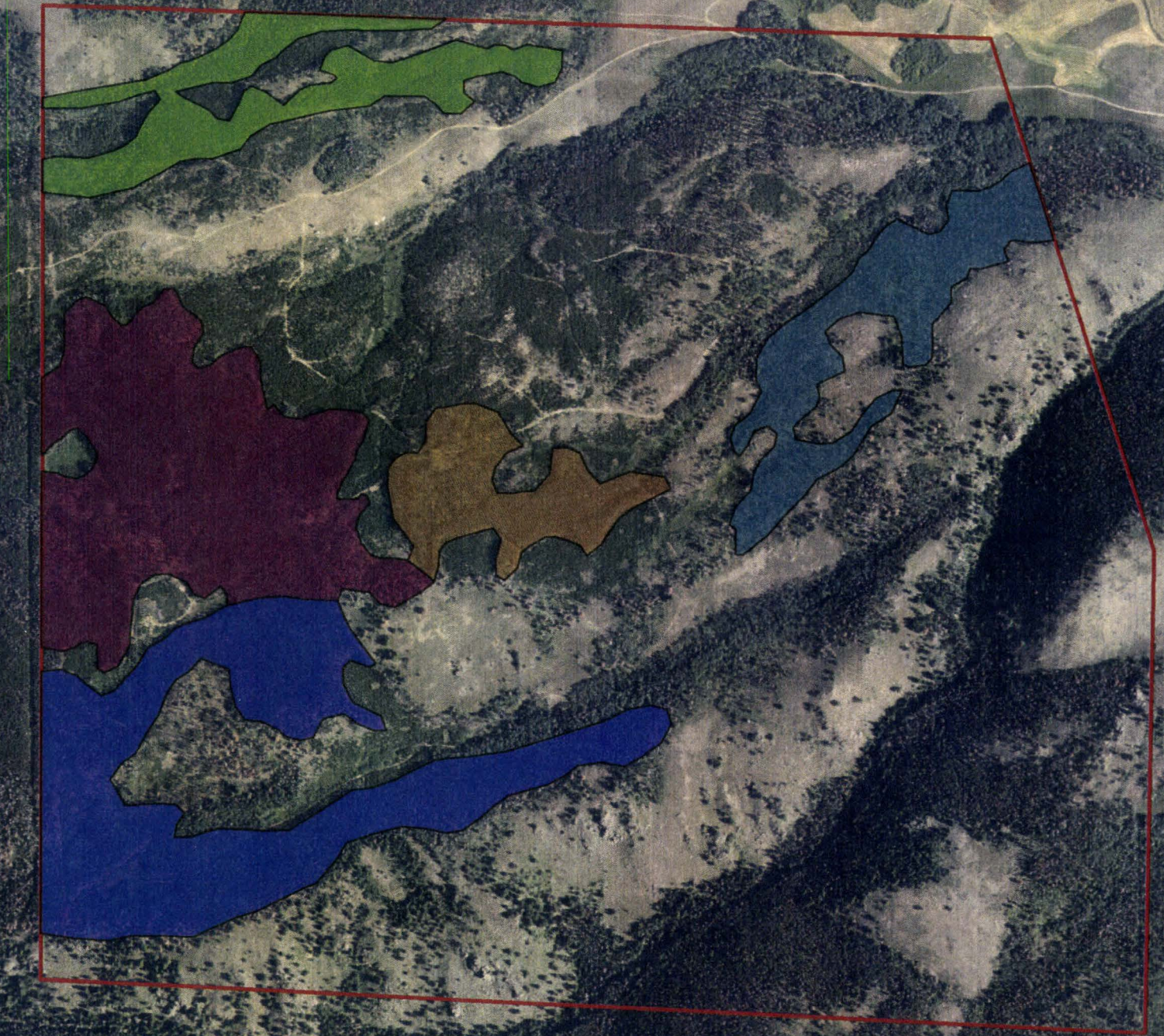
*Methodology to progress through the treatment area*

*Address any road or access issues.*








EXHIBIT A

La Garde State Section  
Sec 36 T11N R77W



**Legend**

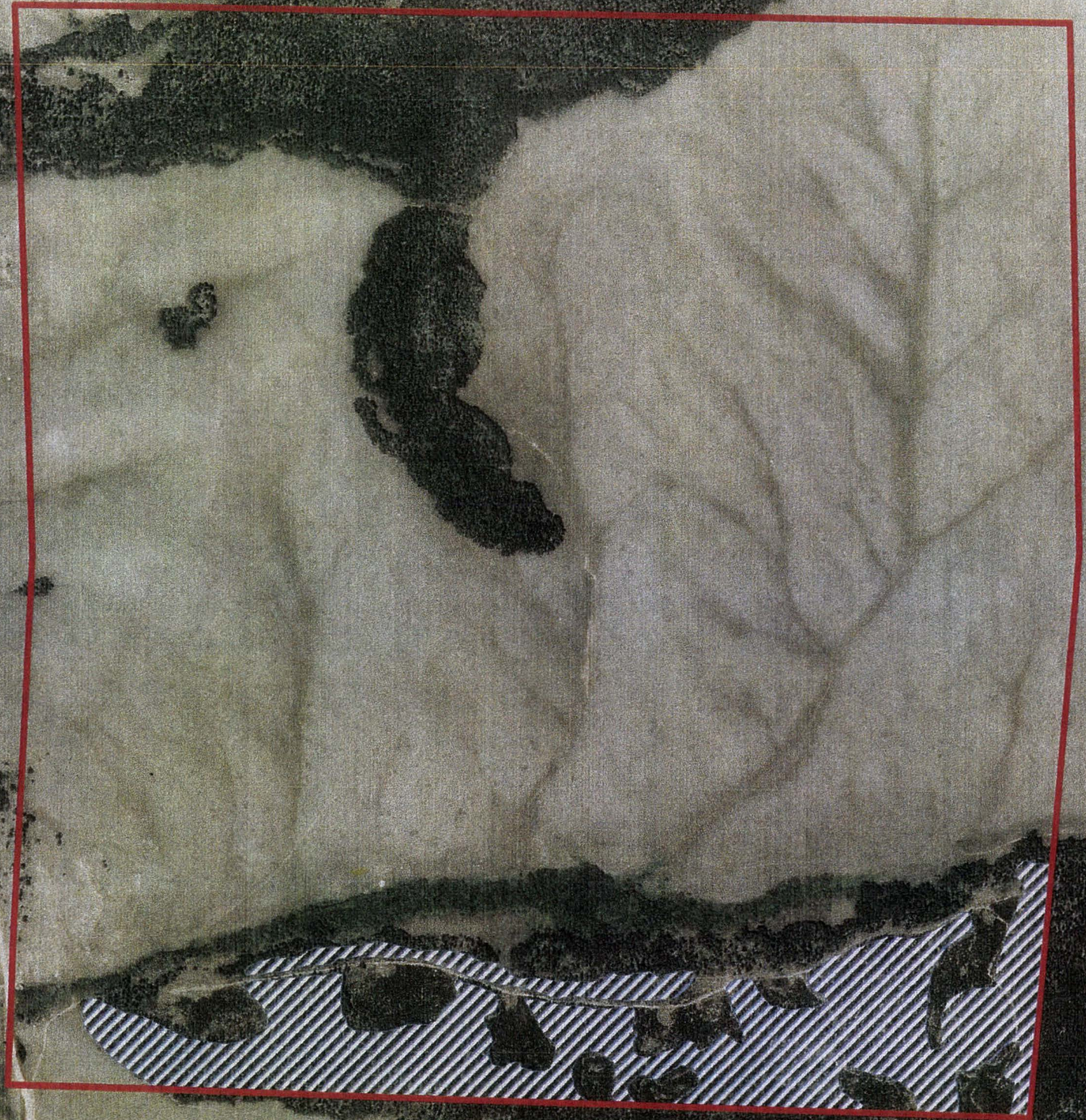
- |   |  |
|---|--|
|  Unit 1- 58 acres |  Unit 4- 17 acres |
|  Unit 2- 23 acres |  Unit 5- 57 acres |
|  Unit 3- 24 acres |  |


0 0.2 0.4 Miles

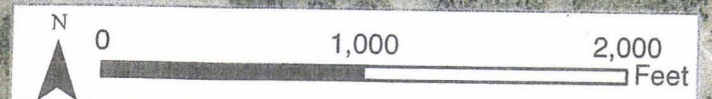




Pass Creek Section



 Unit 1 - 52 acres





SALE #: FC14-2

**Bid Minimums:**

- Sawlogs are sold on a per ton basis with a minimum bid of \$100.00 per load.
- Products other than logs (POL) are sold at \$40.00 per load

My bid is \$110.00 per load. (Sawlogs)  
\$83.00 per load. (POL)

Heggie Logging & Equip Co. Inc  
Company Name (if applicable)

P.O. Box 267 Laramie, WY 82073  
Mailing Address

Evin J Heggie III  
Signed

10/13/2014  
Date

**Bid Requirements:**

1. A \$250.00 bid guarantee is due with bid (certified check or money order).

**Other Requirements:**

1. A non-refundable State Land Application Fee of \$25.00, and a performance bond of \$5,000.00 will be due from the successful bidder at the time of contract signing or within 30 days of bid closing, whichever is sooner.



## Hughes,Michael

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**From:** Tammy Heggie <hlogging@hotmail.com>  
**Sent:** Thursday, March 05, 2015 10:32 AM  
**To:** Hughes,Michael  
**Subject:** RE: LaGarde/PassCreek

Hi Michael,

So I talked with Butch last evening and he said that they are tentatively planning on going to this sale right after mud season. They are thinking it will be dry before anything else. We will stay in touch.

*Tammy Heggie*  
*Heggie Logging & Equipment Co., Inc.*

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**From:** [hlogging@hotmail.com](mailto:hlogging@hotmail.com)  
**To:** [michael.hughes@colostate.edu](mailto:michael.hughes@colostate.edu)  
**Subject:** RE: LaGarde/PassCreek  
**Date:** Fri, 27 Feb 2015 08:15:05 -0700

Hello,  
I will check with them this weekend and let you know what I find out. Thanks

*Tammy Heggie*  
*Heggie Logging & Equipment Co., Inc.*

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**From:** [Michael.Hughes@ColoState.EDU](mailto:Michael.Hughes@ColoState.EDU)  
**To:** [hlogging@hotmail.com](mailto:hlogging@hotmail.com)  
**Subject:** RE: LaGarde/PassCreek  
**Date:** Tue, 24 Feb 2015 17:44:45 +0000

Hi Tammy,  
I haven't heard from Butch or Jerry since last fall. I was just wondering what their plan was for the Colorado State Forest Service's LaGarde/Pass Creek Timber Sale.  
Please let me know what Heggie Loggings plan for that state sale.  
Thanks,  
Mike

Michael M. Hughes  
Fort Collins District  
Colorado State Forest Service  
(970) 491-8453  
[www.csfs.colostate.edu](http://www.csfs.colostate.edu)

# LaGarde/Pass Creek Timber Sale

	<u>&lt;10" DBH</u>	<u>&gt;10" DBH</u>
Unit 1	73080	31494
2	67712	39882
3	26040	120336
4	30685	0
5	<u>113,544</u>	<u>35682</u>
	311,061	227,394
Pass Creek	101,118	225,321
	<u>412,179</u>	<u>452,715</u>
	47.66%	52.34%

Morgan	127 x Sawlog %	66.47
	61 x POL %	29.07
<del>Hebbie</del>		<u>85.54</u>
Hebbie	110 x Sawlog %	57.57
	83 x POL %	39.56
		<u>87.03</u>

EFRP Component (Acres) or Trees

<u>Landowners</u>	<u>EFR 10</u>	<u>EFR-14</u>	<u>EFR-4</u>	<u>EFR-6</u>	<u>EFR-12</u>
1) Bloyer	8	8		8	800
2) Canfield	4		4		
3) DeGregorio	5		5		200
4) Meyers	7	7			300
5) Paul	36	7		1	600
6) Pfister	7	7			400
7) Schettler	4		4		
8) Steinbock	10	5	5	10	300
9) Sippel	10		10	10	
10) Snyder, John	30				400
11) Allender	20				
12) Moritz	40			12	
13) Davis	10	10	10	2	150
14) Tjornehoj	15		15		200
15) Siemplenski	10		10		100



Meeting Purpose: La Garde / Pass CK Show Me

Meeting Date: 10/7/14

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CSFS #901 M Register (02/06)

## COLORADO STATE FOREST SERVICE COOPERATOR MEETING REGISTER

[illegible]

SALE #: FC14-2

nums:

gs are sold on a per ton basis with a minimum bid of \$100.00 per load.

cts other than logs (POL) are sold at \$40.00 per load

127.00 per load. (Sawlogs)  
61.00 per load. (POL)

A. Morgan dba Morgan Timber Products  
Name (if applicable)

2 County Rd. 54G. Fort Collins, Co 80524  
Address

Lark A Morgan

10-16-14  
Date

irements:

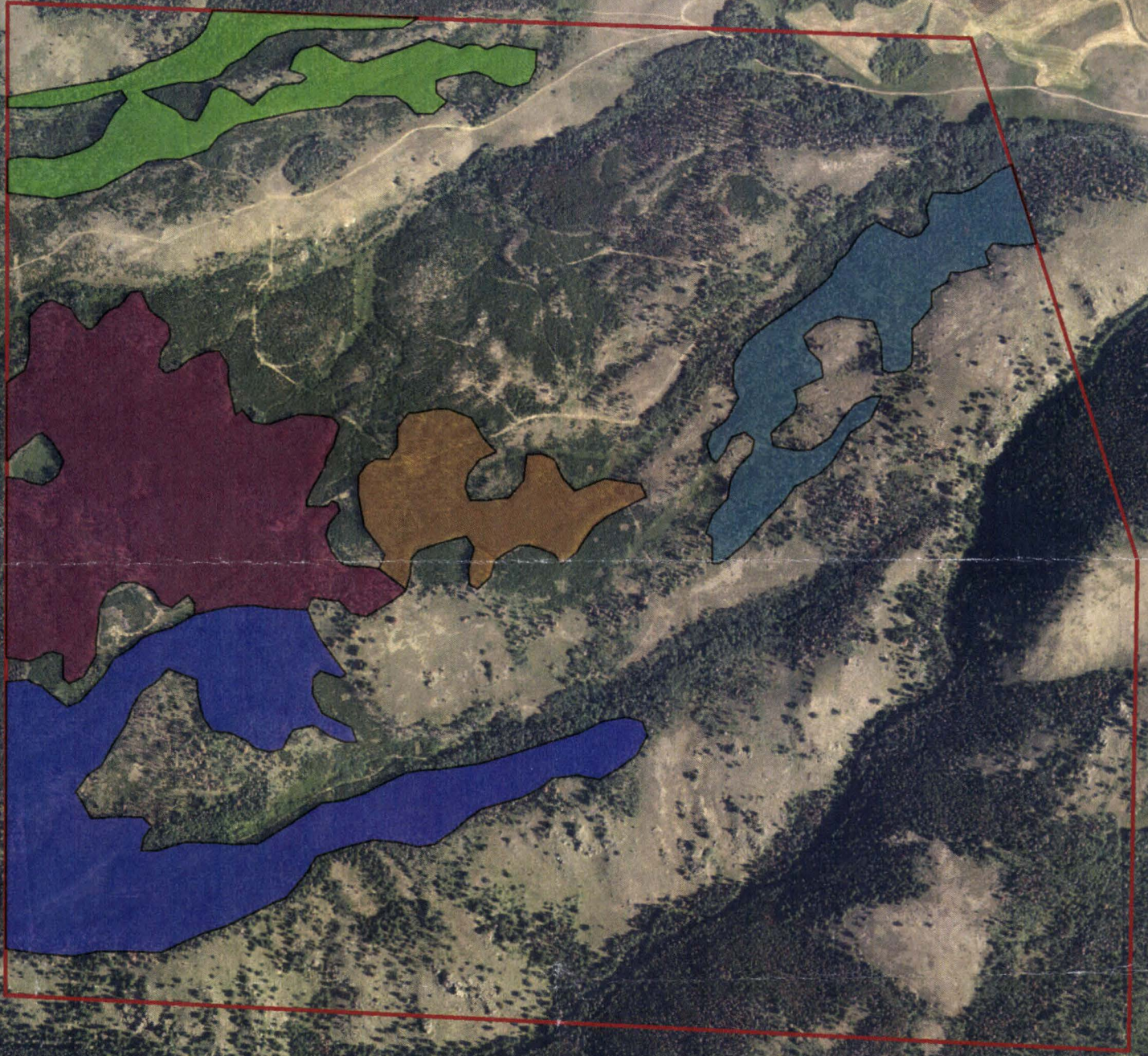
0.00 bid guarantee is due with bid (certified check or money order).

uirements:






-refundable State Land Application Fee of \$25.00, and a performance bond of \$5,000.00 will  
from the successful bidder at the time of contract signing or within 30 days of bid closing,  
ever is sooner.



La Garde State Section  
Sec 36 T11N R77W



**Legend**

- |   |  |
|---|--|
|  Unit 1- 58 acres |  Unit 4- 17 acres |
|  Unit 2- 23 acres |  Unit 5- 57 acres |
|  Unit 3- 24 acres |  |

0 0.2 0.4 Miles





**TIMBER SALE PROSPECTUS**  
**COLORADO STATE FOREST SERVICE**  
*LaGarde/Pass Creek (Sale #FC14-2)*

Timber Description: Predominantly standing live and dead lodgepole pine sawtimber and poles, with lesser volume of Engelmann Spruce sawtimber.

Volume: **COLORADO STATE FOREST SERVICE WILL NOT GUARANTEE VOLUME.** The Purchaser is responsible for making their own estimates of actual gross volume, defect and net volume recovery.

Sale Area Description: The sale is located in two State Trust Land sections in the Laramie River Valley in northwest Larimer County - Section 36, T11N, R77W, & Section 16, T10N, R76W, 6th Principal Meridian. There are two harvest units with a total of 230 acres. Cutting requirements include clearcut and overstory removal treatments within the designated harvest units. The approximate boundaries of the sale area are designated on the attached sale area map.

Contract Period: The contractor will have until May 31, 2016 to complete this sale.

Roads/Access: Access to the LaGarde Creek Unit is through private land (Diamond Tail Ranch) accessed from Larimer County Road 190, subject to closure when the area is too wet. The Pass Creek Unit is accessed directly from Road 190 at the southwest corner of the section. Some road improvements will be required. Purchaser may independently pursue additional access opportunities.

Purchaser may be required to undertake road improvements to existing roads prior to hauling, and will be required to restore drainage when the sale is completed. The Purchaser will be required to build approximately nine-tenths of a mile of new road. The CSFS Colorado Forest Road Field Handbook and the CSFS Forestry Best Management Practices to Protect Water Quality will be followed at all times.

Bidding: Prospective bidders must be able to demonstrate that they are purchasers in good standing on sales on which they have previously operated and be able to provide references if requested.

- Bid Minimums:
  - Sawlogs: \$100.00 per load.
  - Products other than logs (POL): \$40.00 per load
- Sealed bids must be received at CSFS Fort Collins District (5060 Campus Delivery, Fort Collins, CO 80523-5060) by **3:00 p.m. on Friday September 19, 2014.**
- A bid guarantee of \$250.00 must be included with the bid. The bid guarantee is non-refundable but will be used towards the first payment of the sale. Unsuccessful bidders will be refunded in full.
- A non-refundable State Land Application Fee of \$25.00 will be required at the time of contract signing or within 30 days of bid closing, whichever is sooner.

Performance Bond: A performance bond in the amount of \$5,000.00 shall be collected within 30 days of bid closing. The bond shall be in the form of cash, certified check, or bond.

Payment Schedule: A signed contract will be due within 30 days of bid closing. The first payment of \$750 (\$1,000 stumpage payment less the \$250 bid guarantee) is due within ninety (90) days commencement of operations. Once \$1,000 of product has been removed, a second payment of \$1,000 will be due, and so forth. Any non-payment will constitute a breach of contract and timber operations will cease. Acceptable methods of payment are cash, certified check or money order.

Cutting Requirements: The sale area boundary is marked with pink flagging.

All lodgepole pine five inches and greater in diameter at breast height will be removed. All spruce and fir 10 inches and greater in diameter at breast height will be removed.

General Slash and Stump Requirements:

- Slash in the units will be lopped and scattered to a height of not more than 18" above the ground and away from leave trees.
- Piling of slash may be required.
- Maximum stump height 6" (uphill side).

Other Contract Requirements:

- Load tickets will be supplied to the CSFS at a minimum of every month during the term of the contract.
- The purchaser shall prepare a Plan of Operations for the seller prior to the start of any work but not later than 30 days after execution of the Agreement.

Show-me: An optional tour of the sale is scheduled for **Tuesday, September 16, 2014 at 10:00 a.m.** Meet at the intersection of Larimer County Road 80C and 103 (Laramie River) Rd. Call the Colorado State Forest Service Fort Collins District Office at 970-491-8453 for any questions regarding the tour.

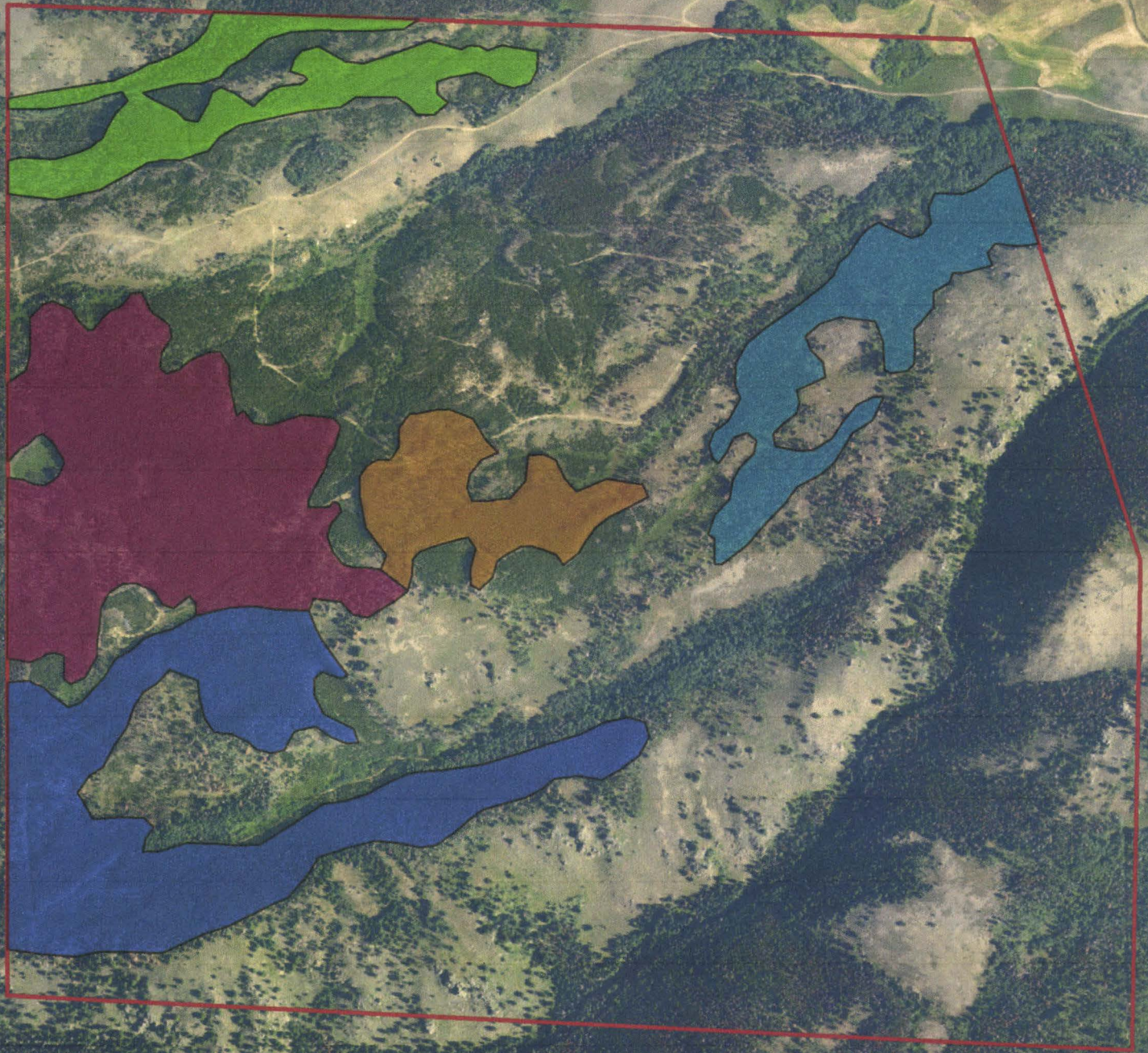
Administration: The Colorado State Forest Service will administer the sale. Contract requirements will be administered by Mike Hughes with the Fort Collins District and his contact info is: (970) 491-8453 & [Michael.Hughes@Colostate.edu](mailto:Michael.Hughes@Colostate.edu).

**The Colorado State Forest Service reserves the right to reject any and all bids.**






**See contract for additional information.**



La Garde State Section  
Sec 36 T11N R77W



**Legend**

- |   |  |
|---|--|
|  Unit 1- 58 acres |  Unit 4- 17 acres |
|  Unit 2- 23 acres |  Unit 5- 57 acres |
|  Unit 3- 24 acres |  |





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**From:** Tammy Heggie [<mailto:hlogging@hotmail.com>]

**Sent:** Monday, October 20, 2014 3:55 PM

**To:** Hughes, Michael

**Subject:** LaGarde/PassCreek

Hi Michael,

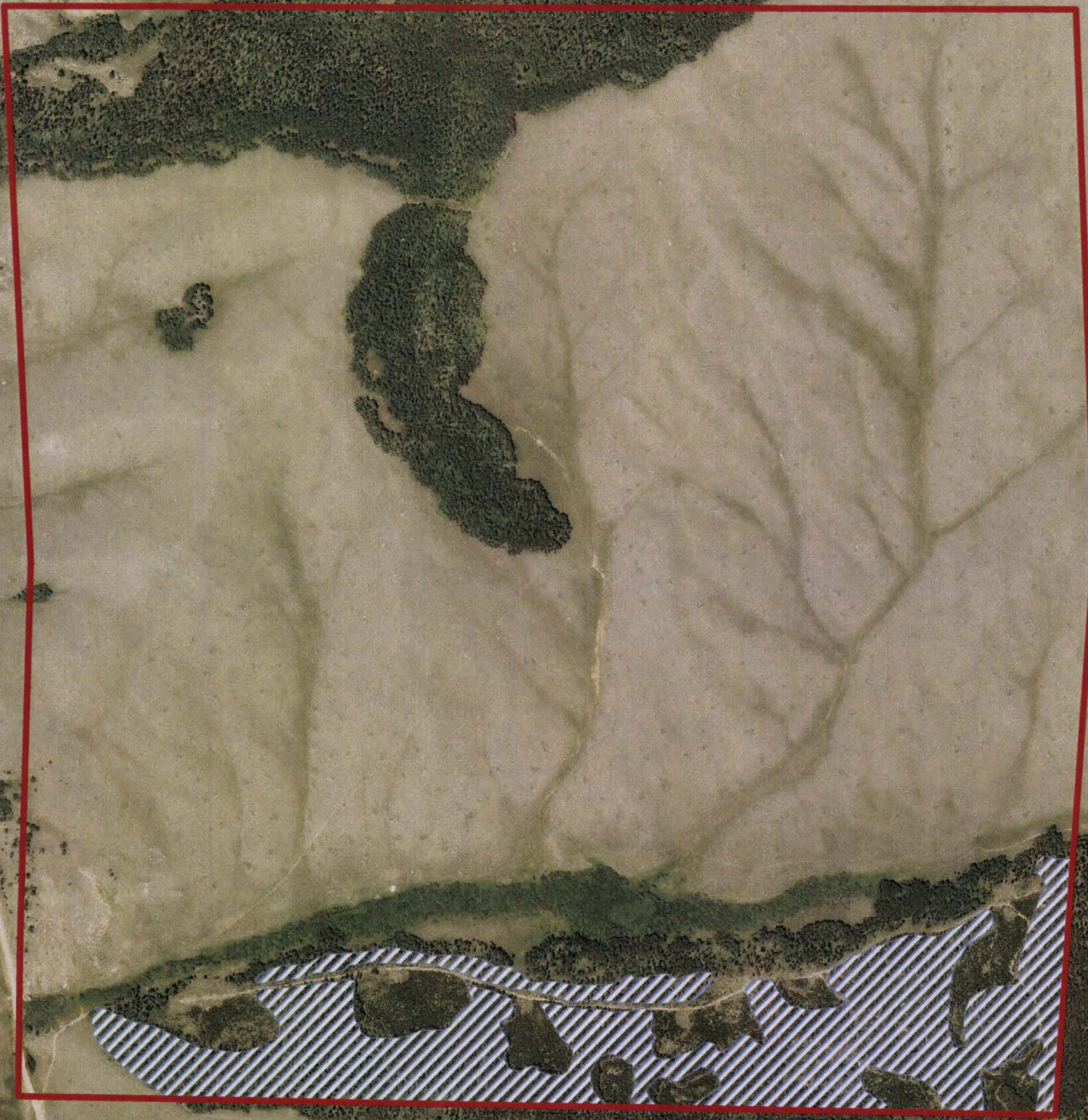
I was checking to see if this timber sale had been awarded and if so who to and for how much. If you can tell me those things...Thanks!


*Tammy Heggie*

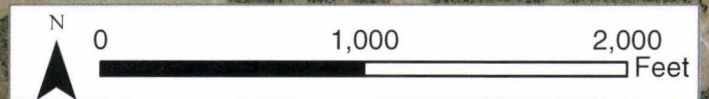
*Heggie Logging & Equipment Co., Inc.*



Pass Creek Section

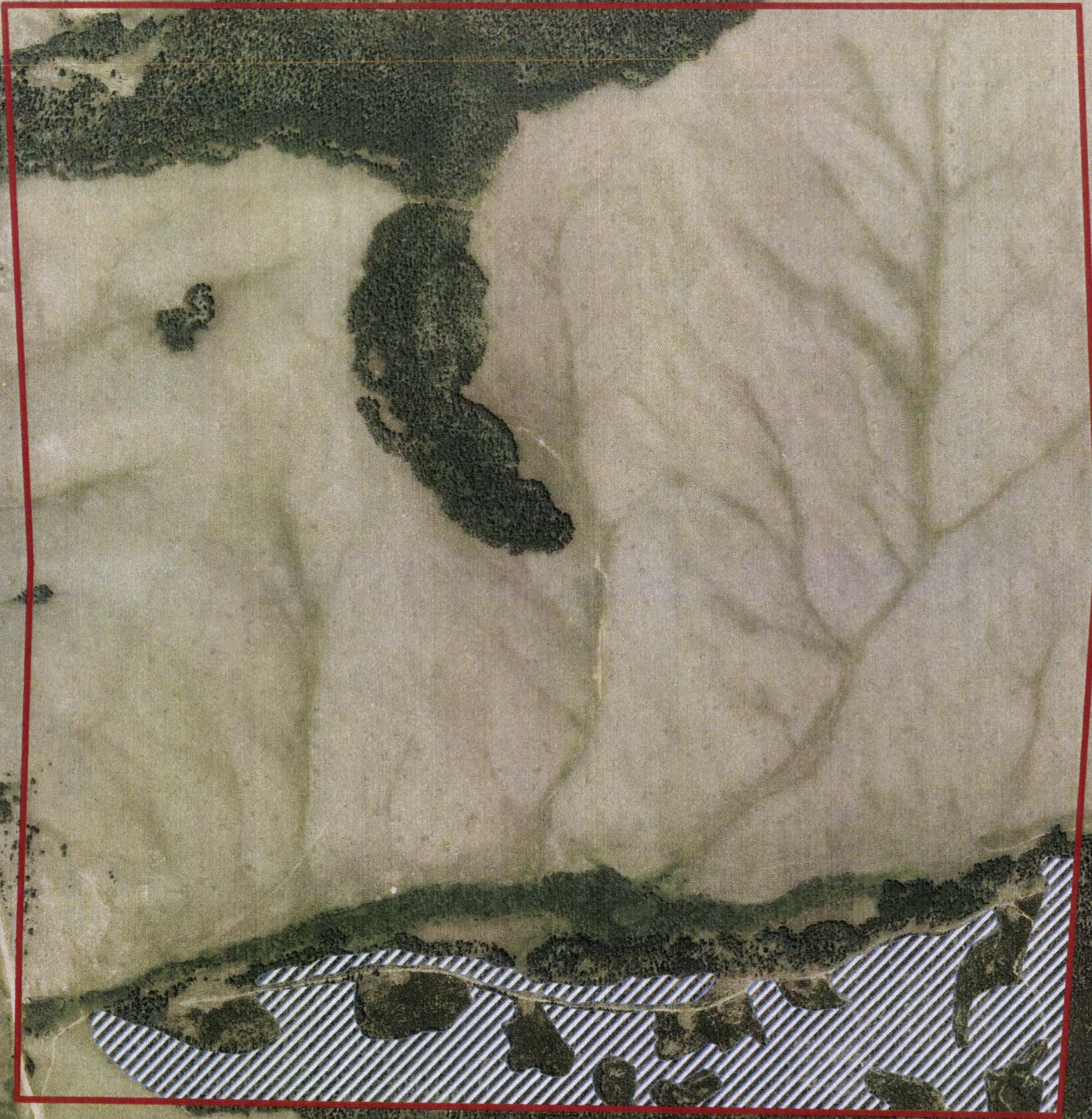


 Unit 1 - 52 acres

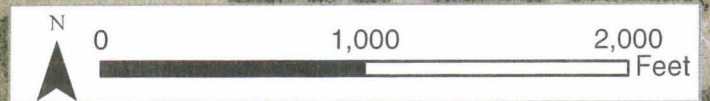




Pass Creek Section



 Unit 1 - 52 acres





## BID FORM

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SALE #: FC14-3

**Bid Minimums:**

- Sawlogs are sold on a per ton basis with a minimum bid of \$100.00 per load.
- Products other than logs (POL) are sold at \$40.00 per load

My bid is \_\_\_\_\_ per load.

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

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**Bid Requirements:**

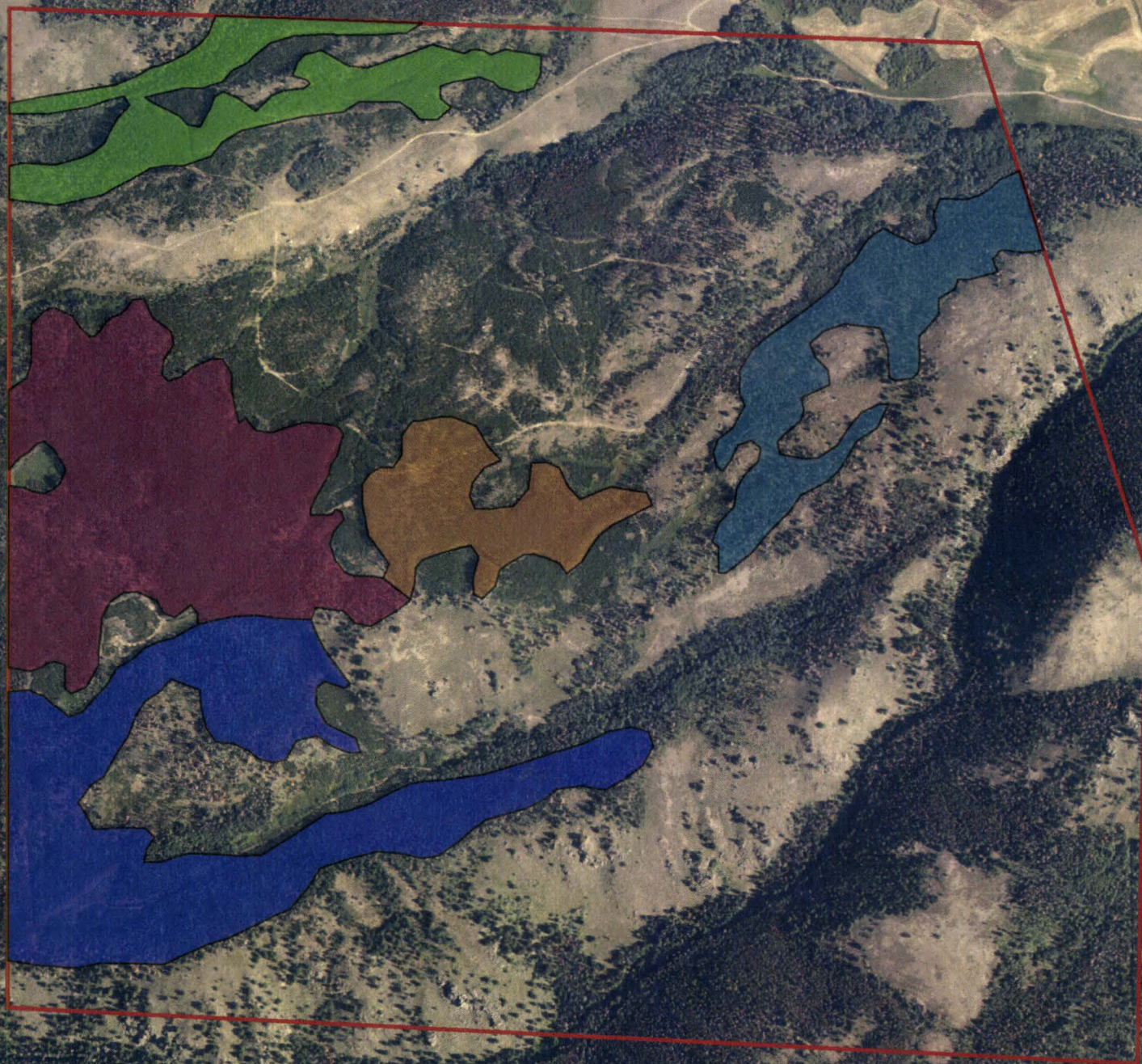
1. A \$250.00 bid guarantee is due with bid (certified check or money order).

**Other Requirements:**






1. A non-refundable State Land Application Fee of \$25.00, and a performance bond of \$5,000.00 will be due from the successful bidder at the time of contract signing or within 30 days of bid closing, whichever is sooner.
- 
-



La Garde State Section  
Sec 36 T11N R77W



**Legend**

- |   |  |
|---|--|
|  Unit 1- 58 acres |  Unit 4- 17 acres |
|  Unit 2- 23 acres |  Unit 5- 57 acres |
|  Unit 3- 24 acres |  |

0 0.2 0.4 Miles





La Garde State Section

*Unit 1*

<b>Forest cover type</b>	Lodgepole pine
<b>Unit size</b>	58 acres
<b>Slope</b>	5-15%
<b>Aspect</b>	North, Northeast
<b>Basal area (average)</b>	135 square feet/acre
<b>Trees/acre (<math>\geq 3"</math> DBH)</b>	906 lodgepole pine
<b>Average tree diameter</b>	5" DBH
<b>Average tree height</b>	38 feet
<b>Stocking</b>	Healthy
<b>Estimated stand volumes</b>	1557 cubic feet/acre 1802 board feet/acre
<b>Sapling trees/acre (&lt;3" DBH and &gt;4.5' high)</b>	100 lodgepole pine
<b>Seedling trees/acre (&lt;4.5' high)</b>	80 quaking aspen 40 Englemann spruce 40 lodgepole pine
<b>Tree Status</b>	Alive- 64% Dead- 36%

## Unit 2

<b>Forest cover type</b>	Lodgepole pine
<b>Unit size</b>	23 acres
<b>Slope</b>	10-20%
<b>Aspect</b>	North, Northeast
<b>Basal area (average)</b>	180 square feet/acre
<b>Trees/acre (<math>\geq 3</math>" DBH)</b>	784 lodgepole pine
<b>Average tree diameter</b>	6.3" DBH
<b>Average tree height</b>	40 feet
<b>Stocking</b>	Healthy
<b>Estimated stand volumes</b>	2748 cubic feet/acre 4678 board feet/acre
<b>Sapling trees/acre (&lt;3" DBH and &gt;4.5' high)</b>	125 lodgepole pine
<b>Seedling trees/acre (&lt;4.5' high)</b>	75 quaking aspen
<b>Tree Status</b>	Alive- 47% Dead- 53%



### Unit 3

<b>Forest cover type</b>	Mixed-conifer
<b>Unit size</b>	24 acres
<b>Slope</b>	5-25%
<b>Aspect</b>	North, Northeast. East
<b>Basal area (average)</b>	129 square feet/acre
<b>Trees/acre (<math>\geq 3''</math> DBH)</b>	41 quaking aspen 3 ponderosa pine 273 lodgepole pine 317 Total
<b>Average tree diameter</b>	8.3'' DBH
<b>Average tree height</b>	43 feet
<b>Stocking</b>	Healthy
<b>Estimated stand volumes</b>	2253 cubic feet/acre 6961 board feet/acre
<b>Sapling trees/acre (&lt;3'' DBH and &gt;4.5' high)</b>	25 lodgepole pine
<b>Seedling trees/acre (&lt;4.5' high)</b>	250 quaking aspen 50 lodgepole pine
<b>Tree Status</b>	Alive- 58% Dead- 42%

#### **Unit 4**

<b>Forest cover type</b>	Lodgepole pine
<b>Unit size</b>	17 acres
<b>Slope</b>	10-20%
<b>Aspect</b>	Northeast, Southeast
<b>Basal area (average)</b>	173 square feet/acre
<b>Trees/acre (<math>\geq 3''</math> DBH)</b>	1068 lodgepole pine
<b>Average tree diameter</b>	5.3'' DBH
<b>Average tree height</b>	42 feet
<b>Stocking</b>	Healthy
<b>Estimated stand volumes</b>	1995 cubic feet/acre 1805 board feet/acre
<b>Sapling trees/acre (&lt;3'' DBH and &gt;4.5' high)</b>	233 lodgepole pine
<b>Seedling trees/acre (&lt;4.5' high)</b>	533 lodgepole pine (one plot was take on the edge of a patch cut)
<b>Tree Status</b>	Alive- 88% Dead- 12%

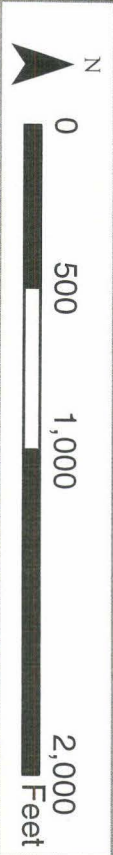
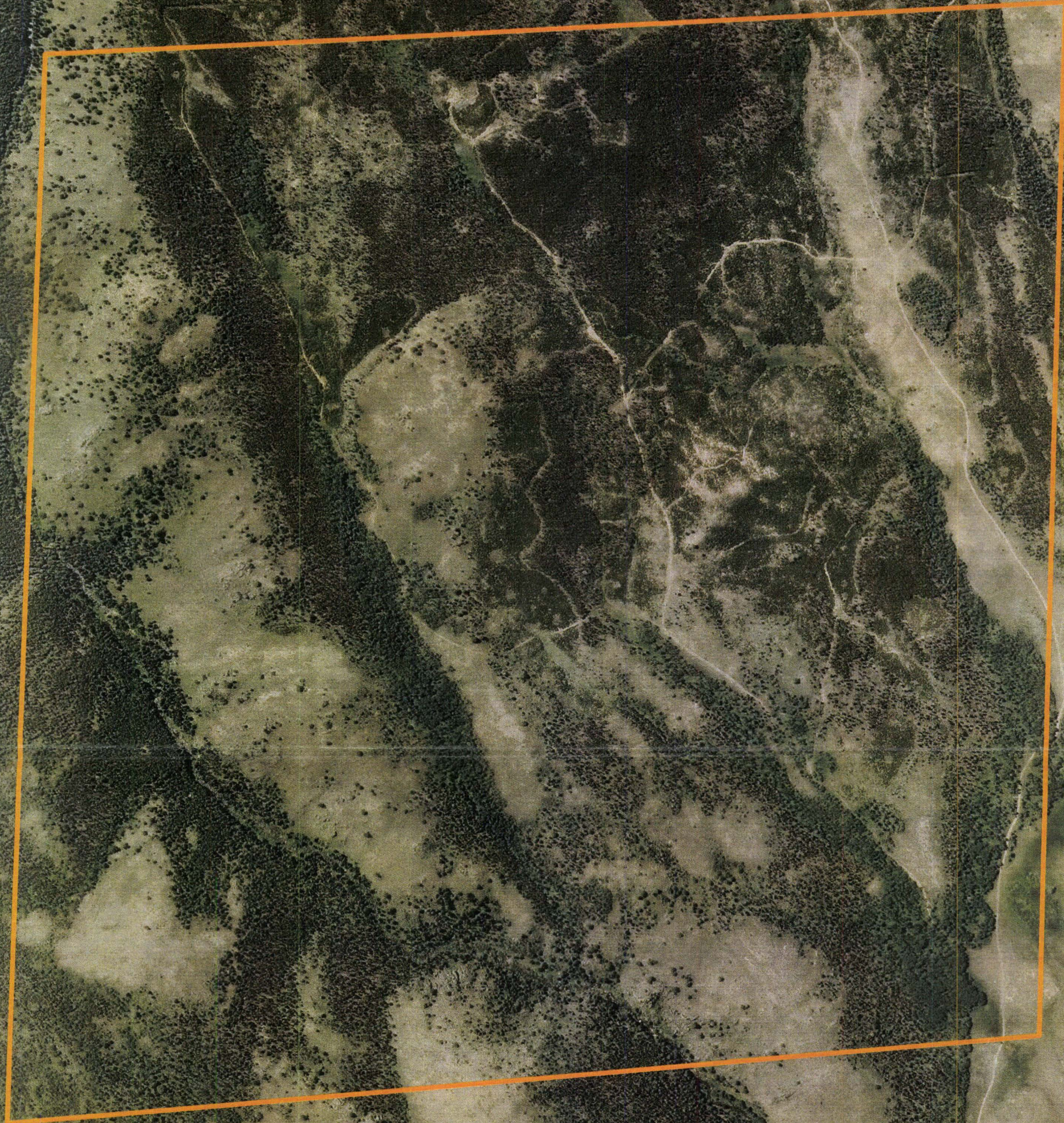


## Unit 5

<b>Forest cover type</b>	Lodgepole pine
<b>Unit size</b>	57 acres
<b>Slope</b>	5-30%
<b>Aspect</b>	North, Northeast, Southeast
<b>Basal area (average)</b>	127 square feet/acre
<b>Trees/acre (<math>\geq 3''</math> DBH)</b>	18 Engelmann spruce 615 lodgepole pine 5 Douglas-fir 639 Total
<b>Average tree diameter</b>	5.8'' DBH
<b>Average tree height</b>	38 feet
<b>Stocking</b>	Healthy
<b>Estimated stand volumes</b>	1670 cubic feet/acre 3396 board feet/acre
<b>Sapling trees/acre (&lt;3'' DBH and &gt;4.5' high)</b>	25 Engelmann spruce 175 lodgepole pine
<b>Seedling trees/acre (&lt;4.5' high)</b>	225 Engelmann spruce 63 lodgepole pine
<b>Tree Status</b>	Alive- 60% Dead- 40%



La Garde Creek Section





1031



Gate Combo:  
1031  
4510 9/17/12



United States  
Department of Agriculture

Forest Arapaho/Roosevelt  
Service Canyon Lakes Ranger District

2150 Centre Avenue  
Building E  
FORT COLLINS, Colorado 80526-8119

BL ✓  
GZ ✓  
DS ✓

Reply to: 2430  
Date: 08/12/2014

*MA*

Dear Prospective Bidder:

On 09/15/2014, at 03:30 PM, sealed bids will be opened in the S.O. MEDBOW ROUTT NF, 2468 JACKSON ST., LARAMIE, WY - 82070 for the Deadhorse 2 sale. This sale is located in Sections 28,29,30,31,32,33 and 34 T12N,R73W; 6th PM. Timber sale Contract 2400-6 will be used. The termination date for this sale is 03/31/2018.

Measurement of the estimated quantities will be made after felling. The total estimated quantity on this sale is 5,290 CCF. The Forest Service encourages potential bidders to make their own inspection and estimate prior to bid submission. The Forest Service makes no representation, warranty, or guarantee of the accuracy of the following quantity estimates:

**Estimated Quantities and Minimum Acceptable Rates per Unit of Measure**

Estimated Quantities and Minimum Acceptable Rates per Unit of Measure							Required Deposits	
Species	Product	Unit of Measure	Estimated Quantities	Average DBH	Minimum Acceptable Bid Rates	Base Rates	Slash Disposal	Road Maintenance
Lodgepole Pine	Sawtimber	CCF	2,150.00	N/A	\$6.52	\$1.52	\$3.11	\$0.00
Only the Fixed Rate Applies								
Lodgepole Pine	Misc-Conv.	CCF	3,134.00	N/A	\$1.52	\$1.52	\$3.11	\$0.00
Subalpine Fir	Misc-Conv.	CCF	6.00	N/A	\$1.52	\$1.52	\$3.11	\$0.00
	Total	CCF	5,290.00				\$16,451.90	\$0.00

The minimum acceptable bid for advertised timber is \$14,018.00 for the biddable species.

There is a \$1,900.00 bid guarantee required on this sale.

If you wish further information on this sale, the prospectus and bid form, please write or call the S. O. MEDBOW ROUTT NF, 2468 JACKSON ST. LARAMIE, WY. 82070.

Sincerely,

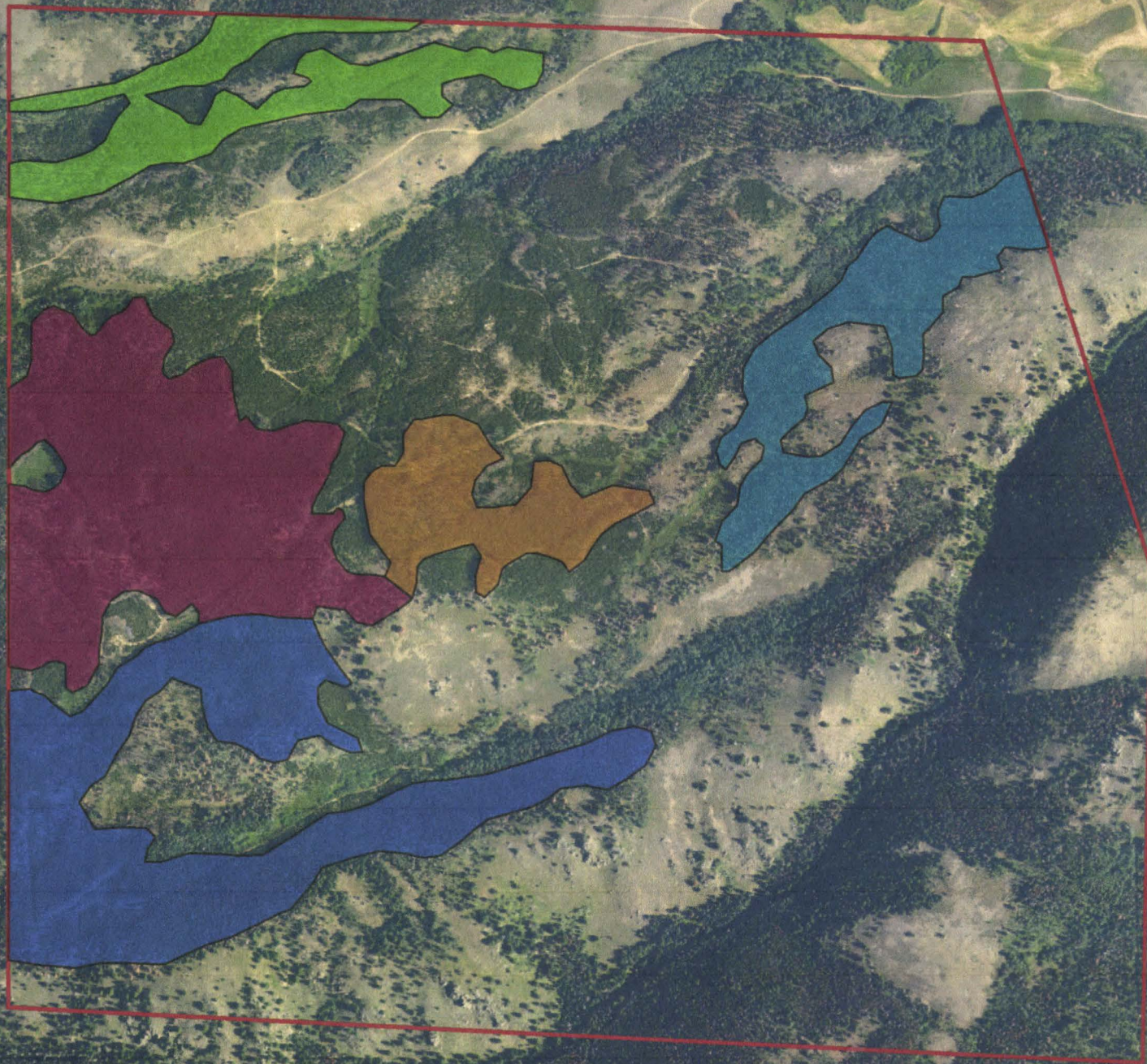
*Kevin Atchley*

Kevin Atchley, District Ranger






Enclosure



La Garde State Section  
Sec 36 T11N R77W



**Legend**

- |   |  |
|---|--|
|  Unit 1- 58 acres |  Unit 4- 17 acres |
|  Unit 2- 23 acres |  Unit 5- 57 acres |
|  Unit 3- 24 acres |  |

N



# Green Ridge Timber Sale (SLB Section 36, T3N R85W)

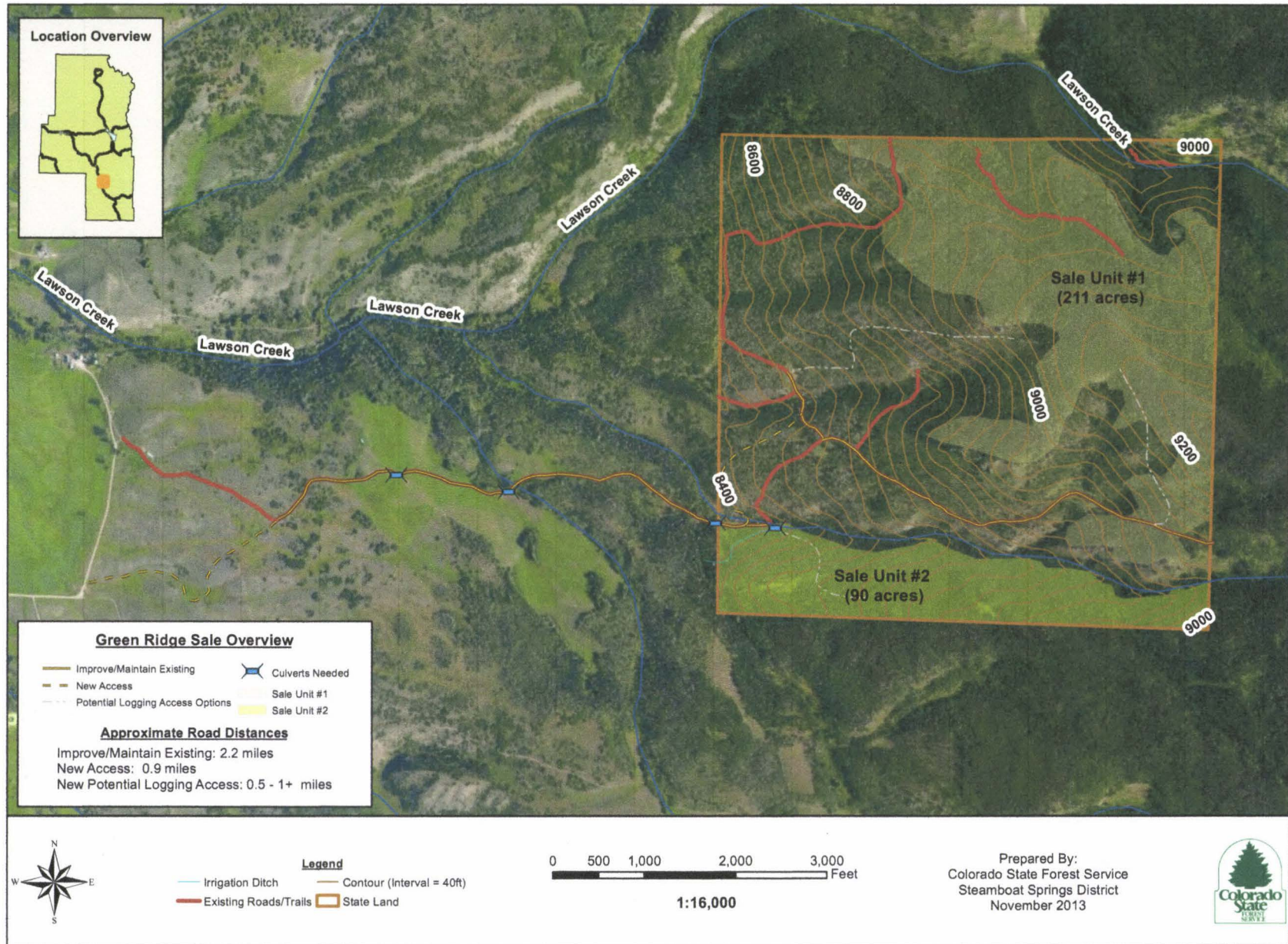


Exhibit A

January 16, 2014

Thompson Logging Inc.  
PO Box 363  
Kamas, UT 84036

**RE:** Green Ridge timber sale (SS-14-3)

Dear Terry:

I am pleased to inform you that Thompson Logging was the successful bidder for the Green Ridge timber sale. Enclosed are three copies of the Green Ridge Timber Sale Agreement. Please sign all copies and return them to our office. I will then have the State Office sign and return a copy you.

As per the contract, the following amounts need to be remitted before work can commence:

Performace Bond	\$10,000.00
1 <sup>st</sup> Stumpage Payment	\$20,000.00
Bid Guarantee Credit	(\$250.00)
State Land Application Fee	\$25.00
<b>Total Due:</b>	<b>\$29,775.00</b>

Please also forward a copy of your insurance certificate for our records. Thanks. I am looking forward to working with you on this sale.

Sincerely,

John Twitchell  
District Forester

Enc.





N →











9. If there is interest from more than one purchaser for trust land forest products, even though the value is less than \$5,000, the sale will be sold on a bid basis. All sales with an estimated value of \$5,000 or more must be advertised and sold on a bid basis.
10. Bidders may be qualified on the basis the firm or individual being "able to fulfill the terms and conditions contained in the bid advertisement." The terms and conditions must be included in the sale prospectus.
11. Bid sales shall be advertised "... in a newspaper of general circulation in each county in which the forest product is located. The advertisement shall state the time, place and description of the forest product, and terms of the sale. The advertisement shall be published a minimum of three times over a 30-day period, prior to auction day or final bidding date. Advertisements may include:
  - a) Sale name or designation.
  - b) Sale location by legal description and or geographic location.
  - c) Estimated quantities offered; species, sizes, etc.
  - d) Minimum acceptable price.
  - e) Payments required at day of bid. Required bond.
  - f) Where sale information is available; where to send bids.
  - g) Date, time, place, method of bidding, (sealed, oral, or both)
  - h) Deposits – when, where, how much.
  - i) Any or all bids may be rejected.
12. Advertising costs are to be paid by the purchaser in addition to the bid price. The application fee and advertising costs should be included in the sale prospectus and accounted for as separate line items on sale invoices.
13. Bid guarantee is required on all bid sales where the sales agreement is signed at a later time. The bid guarantee shall be 10 percent of the estimated value of the product and the amount should be included in the advertisement. The bid guarantee fee is non-refundable if the successful bidder does not sign a sale agreement within the designated time frame, otherwise it will be applied to the payment of the sale.
14. Performance bonds are required on all sales over \$250. The **minimum bond** is 10 percent of the anticipated total sales value. In determining actual bond value, the amount established should be enough to pay another contractor to complete required jobs. Performance bonds are accounted for as a separate line item on sales invoices.
15. Bonds must be refunded within 30 days of completion and release from the sales agreement. Due to the time required to process refunds, it is imperative to act promptly on performance bonds refunds.
16. Slash deposits may be required on sales where "heavy slash accumulations are anticipated". The deposit should be enough to pay for the expense of doing the slash disposal, or hiring it done. Give careful consideration of the slash accumulation from your prescription and the required slash treatment. Slash deposits are accounted for as a separate line item on sales invoices.



# La Garde Creek

Unit 2	23 ac	4678	sf/ac
<del>Unit 3</del>	<del>24 ac</del>	<del>6961</del>	<del>sf/ac</del>
<del>Unit 5</del>	<del>57 ac</del>	<del>3396</del>	<del>sf/ac</del>

Unit 2	23 ac	4678	107,594
Unit 3	24 ac	6961	167,064
Unit 5	57 ac	3396	193,572
90 loads			<hr/>
			468,230 sf

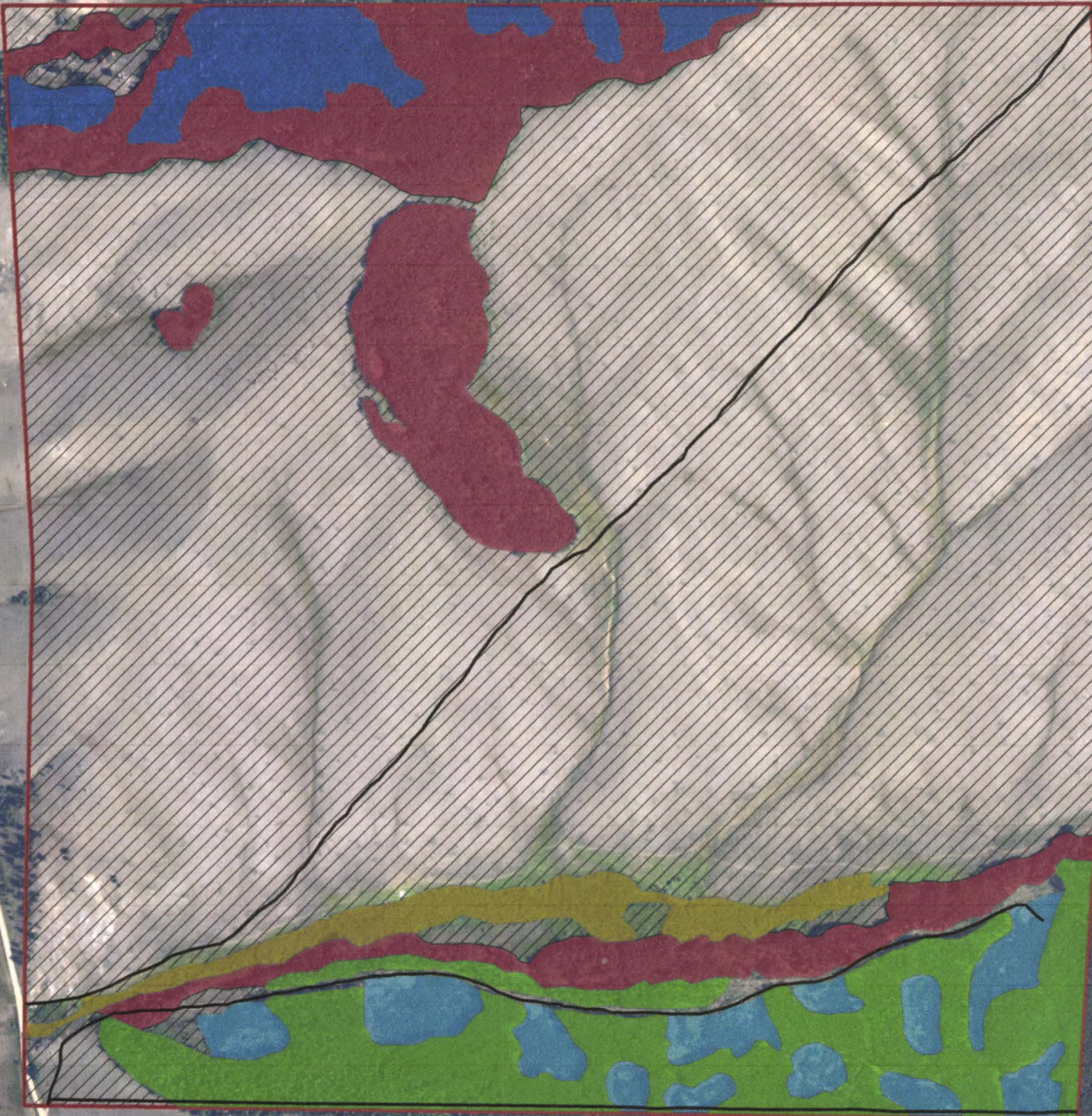
## Pass Creek

57 ac	5727	326,439
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65 loads



Pass Creek State Section  
Sec 16 T10N R76W



**Legend**

— 2 Track Roadway

**Forest Type**

Aspen- 72 acres	Lodgepole pine- 52 acres
Aspen/Lodgepole pine- 18 acres	Pasture- 464 acres
	Patch Cut- 23 acres
	Willow- 13 acres

0 0.15 0.3 Miles

N



La Garde Creek Section

