

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
Coos Bay District Office  
1300 Airport Lane  
North Bend, OR 97459

March 13, 2014

TIMBER SALE NOTICE

1. Upper Smith Salvage 14-09 8.5 MBF

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 World newspaper on or about March 13, 2014. 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.

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 his representative, at the COOS BAY DISTRICT OFFICE, 1300 Airport Lane, North Bend, Oregon on

**March 28, 2014**

This sale will commence at 10:00 a.m.

ENVIRONMENTAL ASSESSMENTS or CATEGORICAL EXCLUSIONS were prepared for this sale, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for these sales at the Coos Bay District Office.

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.

FOR SET-ASIDE TRACTS, the bidder must not have been determined by the Small Business Administration to be ineligible for preferential award of set-aside sales and must accompany his deposit with a self-certification statement that he is qualified as a small business concern as defined by the Small Business Administration in its regulations, Title 13, Chapter I, Part 121, as amended, of the Code of Federal Regulations (firm employees, together with its affiliates, 500 or fewer persons). The Form 5430-1, Self Certification Statement can be obtained at the oral auction timber sale and must be completed and submitted before qualifying to bid.

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 offeror independently, and was tendered without collusion with any other bidder or offeror.
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 fifteen (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.

**QUALIFIED SMALL BUSINESS** concerns may apply to the Small Business Administration for loan assistance 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 a 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 and 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 advertised appraised price. The purchaser shall be liable for 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.

Appraised prices are determined by analytical appraisal methods unless otherwise noted on individual timber sale notices.

A new Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to comply with the Endangered Species Act or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Coos Bay District Record of Decision and Resource Management Plan. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

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NOTICE OF REQUIREMENT FOR CERTIFICATION  
OF NONSEGREGATED FACILITIES

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

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

Form 1140-4  
(June 1974)



COOS BAY SALE NO. ORC00-TS-2014.0009  
UPPER SMITH SALVAGE

COOS BAY DISTRICT OFFICE  
UMPQUA RESOURCE AREA  
SOUTH COAST

SALE DATE: March 28, 2014  
SALE TIME: 10:00 a.m.

SALE NO. ORC00-TS-2014.0009, Upper Smith Salvage

DOUGLAS COUNTY: OREGON: O&C: ORAL AUCTION: Bid deposit required: \$340.00

All timber designated for cutting on: T. 21 S., R. 8 W., Sec. 3, SE¼, T. 21 S., R. 8 W., Sec. 11, NW¼, Will. Mer.

Approx. No. Merch. Trees	Est. Vol. MBF 32' Log	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Vol. Times Appraised Price
3	7.5	Douglas-fir	8.5	\$397.00	\$3,374.50
<b>3</b>	<b>7.5</b>	<b>Totals</b>	<b>8.5</b>		<b>\$3,374.5</b>

**THIS TIMBER SALE HAS BEEN CRUISED, APPRAISED, AND ADVERTISED BASED UPON SCRIBNER BOARD FOOT MEASURE (16 FOOT LOG). THE MINIMUM BID FIGURES SHOWN BY SPECIES ARE DOLLARS PER THOUSAND BOARD FEET (MBF). THE MINIMUM BID INCREMENT WILL BE \$0.50 PER MBF. SCRIBNER BOARD FOOT VOLUMES (32 FOOT LOG) BY SPECIES ARE DISPLAYED FOR INFORMATIONAL PURPOSES.**

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

CRUISE INFORMATION: The average DBHOB is 48.1 inches: the average gross merchantable log contains 780 bd. ft.; the total gross volume is approximately 10.9 thousand bd. ft.; and 61% recovery is expected. The following cruise methods were used for volume determination:

100% CRUISE: The Douglas-fir timber volume is based on a 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs.

CUTTING AREA: Two locations along Smith River Road within a .5 mile stretch. Trees are located in ditch lines, on the shoulder and across the road. All trees and material are marked with blue paint. Total sale area is less than 1 acre in size.

ACCESS: Access to the sale area is provided via: Oregon State highways, Douglas County roads, Government

COOS BAY SALE NO. ORC00-TS-2014.0009  
UPPER SMITH SALVAGE

controlled roads and privately controlled roads.

DIRECTIONS TO SALE AREA: From Highway 38 at Elkton, proceed west approximately 13.6 miles. Turn onto Weatherly Creek Road and proceed 13.6 miles. Turn right onto Smith River Road and proceed 1.1 miles. Refer to Exhibits A and A-1 for unit locations.

ROAD USE & MAINTENANCE: Purchaser shall pay a maintenance obligation to the Government totaling \$159.31.

DURATION OF CONTRACT: Will be 2 months for cutting and removal of timber. The contract will contain special stipulations regarding logging, road construction, road use and maintenance, fire prevention, hazard reduction and logging residue reduction, log export and substitution, optional scale check of lump sum sales, equal opportunity in employment, cultural resource protection, and sensitive, threatened, or endangered plants or animals.

SEC. 41 - SPECIAL PROVISIONS

1. Daily timing restrictions (work is limited to two hours after sunrise to two hours before sunset) will apply.
2. Road building and logging equipment will be washed prior to moving into the Contract Area to minimize the spread of noxious weeds.
3. Purchaser shall, to the satisfaction of the Authorized Officer, remove or otherwise dispose of all garbage, trash, litter, discarded equipment or parts, waste materials or other refuse resulting from Purchaser's operations.
4. During and after logging operations the Purchaser shall keep roads and ditches, where they pass through the contract area, clear of trees, rocks, dirt and other debris. Roads shall not be blocked by Purchaser's operations for more than 15 minutes.
5. No operations shall be conducted on the contract area during State of Oregon fire closures except as specifically permitted by that fire closure order.
6. Purchaser shall dispose of wastes and handling of hazardous materials according to State of Oregon Department of Environmental Quality Regulations. Regulations for spill prevention and containment will apply; Purchaser Is required to have a spill kit on the job site. Any spills or hazardous releases resulting from operations will be subject to the Coos Bay district Spill Plan.
7. Processing of Timber

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- a. All unprocessed timber, except Port Orford cedar, is restricted from export and is prohibited from being substituted for exported private timber. See definition in 43 CFR 500.0-5(k) and (n). Form 5460-15 (Log Scale and Disposition of Timber Removed), and Form 5460-16 (Certificate as to Nonsubstitution and the Domestic Processing of Timber) may be required if requested by the Authorized Officer.
8. Purchaser is authorized to use Roads No.:
  - a. 22-9-14.0
  - b. 20-11-36.0 segments G&H
9. Maintenance Obligation payable to the Government is \$159.31.
10. Purchaser shall obtain a State Operating Permit.
11. Cultural Resource Protection

If in connection with operations under this contract, the Purchase, his contractors, sub-contractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the contract area such as historical or prehistorical ruins, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Authorized Officer.

Pursuant to 43 CFR 10.4(g) the holder of this authorization must notify the Authorized Officer, by telephone, written confirmation, immediately upon discovery of human remains, funerary items, sacred objects, or objects of cultural patrimony. Further, pursuant to 43 CFR 10.4(c) and (d), you must stop activities in the vicinity of the discovery and protect it for 30 days or until notified to proceed by the Authorized Officer.

12. Sensitive, Threatened, or Endangered Plants or Animals

The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:

- a. threatened, or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operations, or;

- b. when, in order to comply with the Endangered Species Act or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Coos Bay District Record of Decision (ROD) and Resource Management Plan (RMP), the Authorized Officer determines it may be necessary to modify or terminate the contract, or;

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- c. Federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been discovered, and a determination is made that continued operations would affect the species or its habitat, or;
- d. other active raptor or owl nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor or owl, or;
- e. species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the Coos Bay District ROD and RMP and a determination is made that continued operations would affect the species or its habitat.

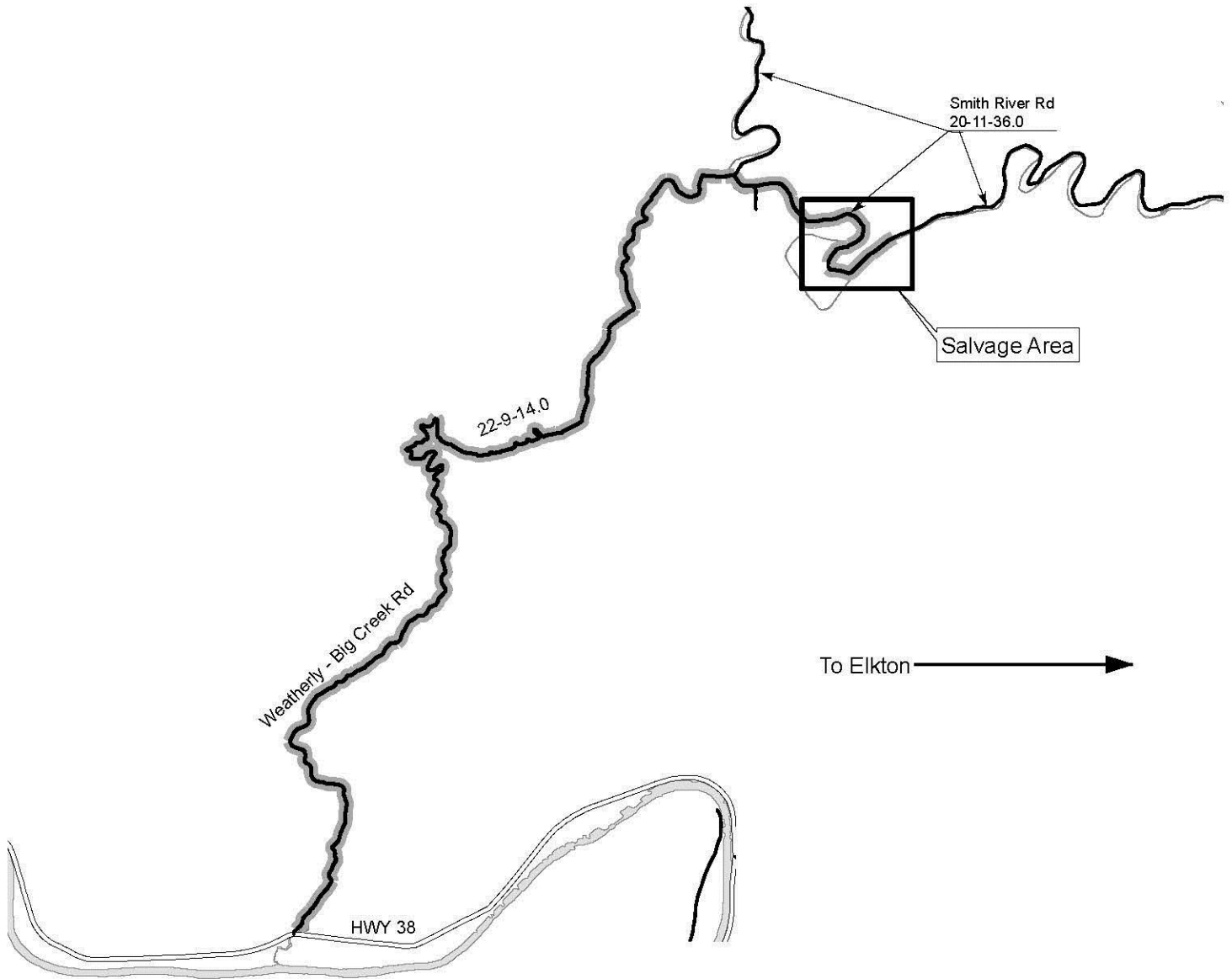
Those operations necessary for a safe removal of personnel and equipment from the contract area and those directed by the Contracting Officer which are required in order to leave the contract area in an acceptable condition will be permitted. Discontinued operations may be resumed upon receipt of written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

The Contracting Officer may determine that it is necessary to terminate cutting and removal rights on this contract in order to comply with the Endangered Species Act or to protect occupied marble murrelet sites in accordance with the ROD and RMP. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act or the marbled murrelet occupied site protection ROD and RMP requirements necessitating the termination.

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

TIMBER SALE CONTRACT MAP  
USDI-BLM COOS BAY DISTRICT  
T. 23 S., R. 9 W., Sec. 24, Will. Mer.

SALE NO. ORC00-TS2014.0009  
EXHIBIT A.1  
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UPPER SMITH SALVAGE



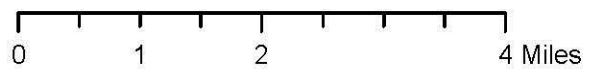
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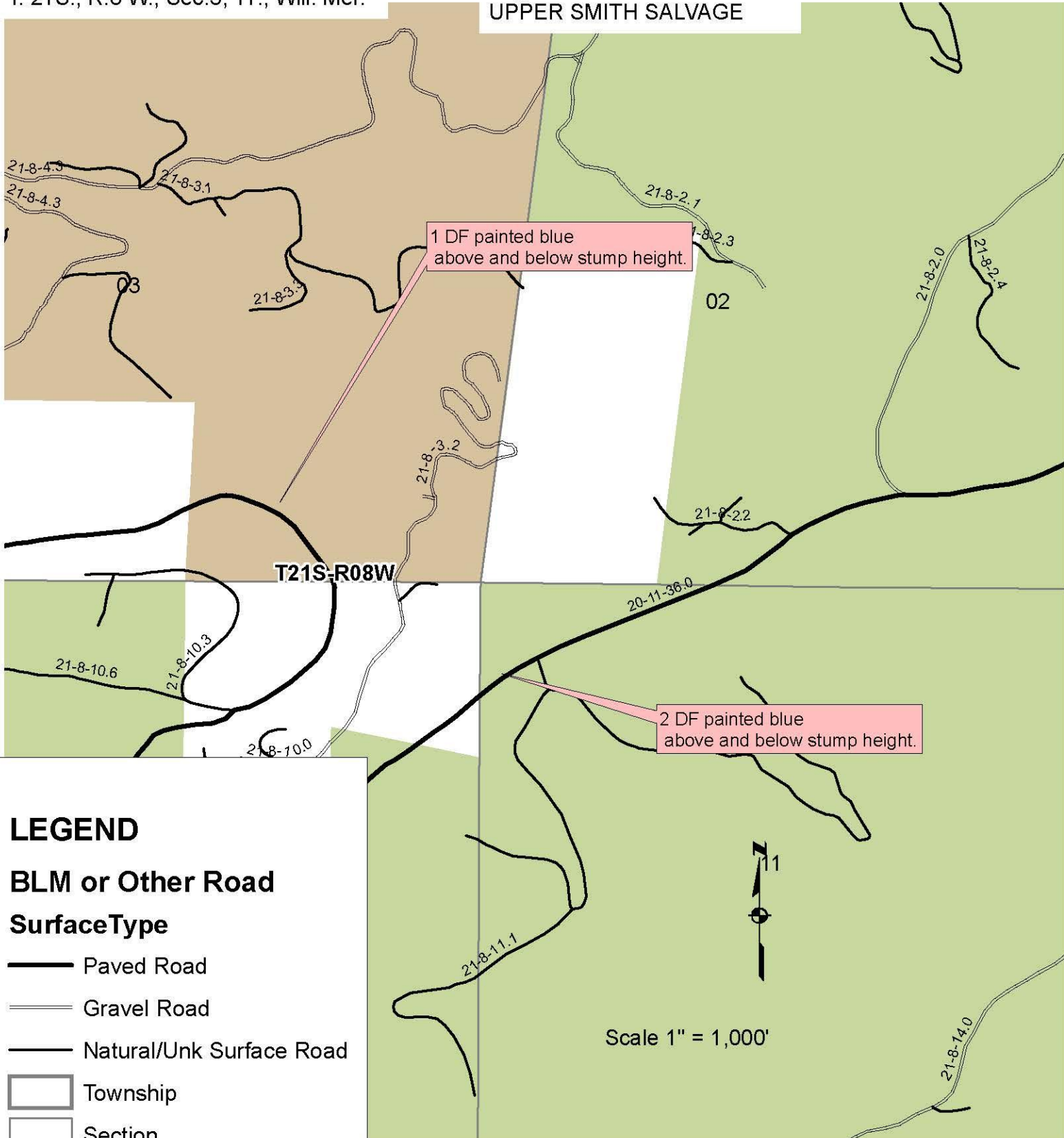
**—** Haul Route



1" = 2 miles







**LEGEND**

**BLM or Other Road**

**Surface Type**

- Paved Road
- Gravel Road
- Natural/Unk Surface Road

□ Township

□ Section

**Project Area**

WINDFALL TREES PAINTED  
BLUE TO BE REMOVED.