

Advertising Date: Mar 13, 2014

TIMBER FOR SALE, UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, ORAL AUCTION as hereinafter designated will be conducted by the District Manager, Bureau of Land Management at the COOS BAY DISTRICT OFFICE, 1300 Airport Lane, North Bend, Oregon 97459-2000, on March 28, 2014, for all timber marked or designated for cutting. Sale will commence at 10:00 a.m. Before bids are submitted, full information concerning the timber, the conditions of sale and submission of bids, including the appraised price per species, should be obtained from the above District Manager. The prospectus is available online at www.blm.gov/or/districts/coosbay/timbersales/index.php. The right is hereby reserved to waive technical defects in this advertisement and to reject any or all bids. The United States reserves the right to waive any informality in bids received whenever such waiver is in the interest of the United States. All trees proposed for sale have fallen into or across BLM roads and must be removed for safety and public access. This sale notice, first published on March 13, 2014, constitutes the decision document for purposes of protests under 43 CFR Subpart 5003 - Administrative Remedies. Protests of any sale listed below must be filed within 15 days after the first publication of this notice. In DOUGLAS COUNTY: OREGON: O&C: ORAL AUCTION: SALE NO. ORC00-TS-2014.0009, UPPER SMITH SALVAGE. All timber designated for cutting on certain Federal lands in T. 21 S., R. 8 W., Sec. 3, SE ¼; Sec 11, NW ¼, Will. Mer. estimated for the purpose of this sale to be 8.5 MBF. No written bid for less than \$3,414.20 will be considered. Minimum deposit with written bid \$340.00.

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
3	7.5	Totals	8.5		\$3,374.5

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

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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.

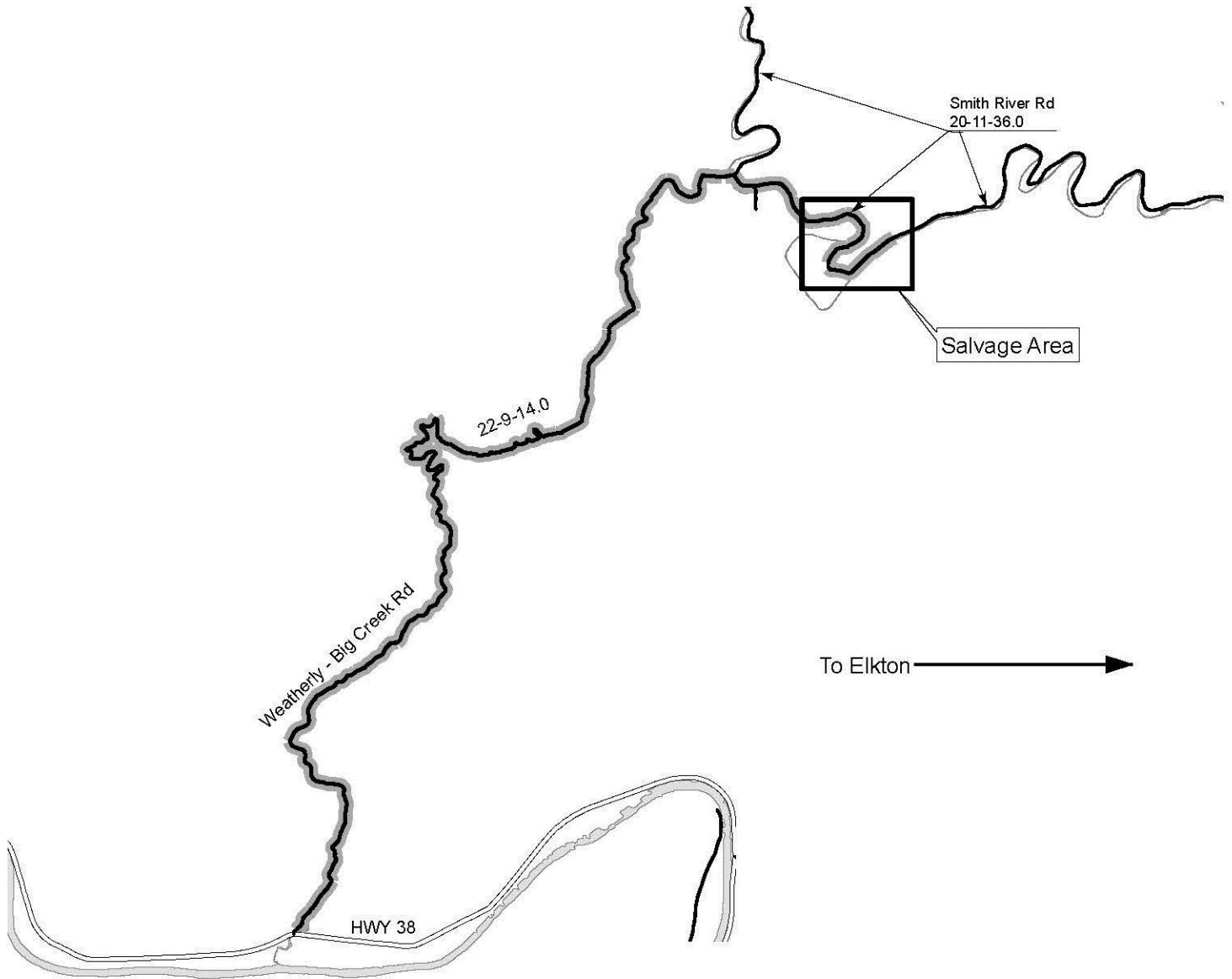
Those operations necessary for a safe removal of personnel and equipment from the contract area and those directed by the Contracting Officer which are required in order to leave the contract area in an acceptable condition will be permitted. Discontinued operations may be resumed upon receipt of written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

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EXHIBIT A.1
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UPPER SMITH SALVAGE



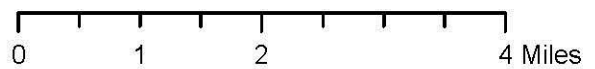
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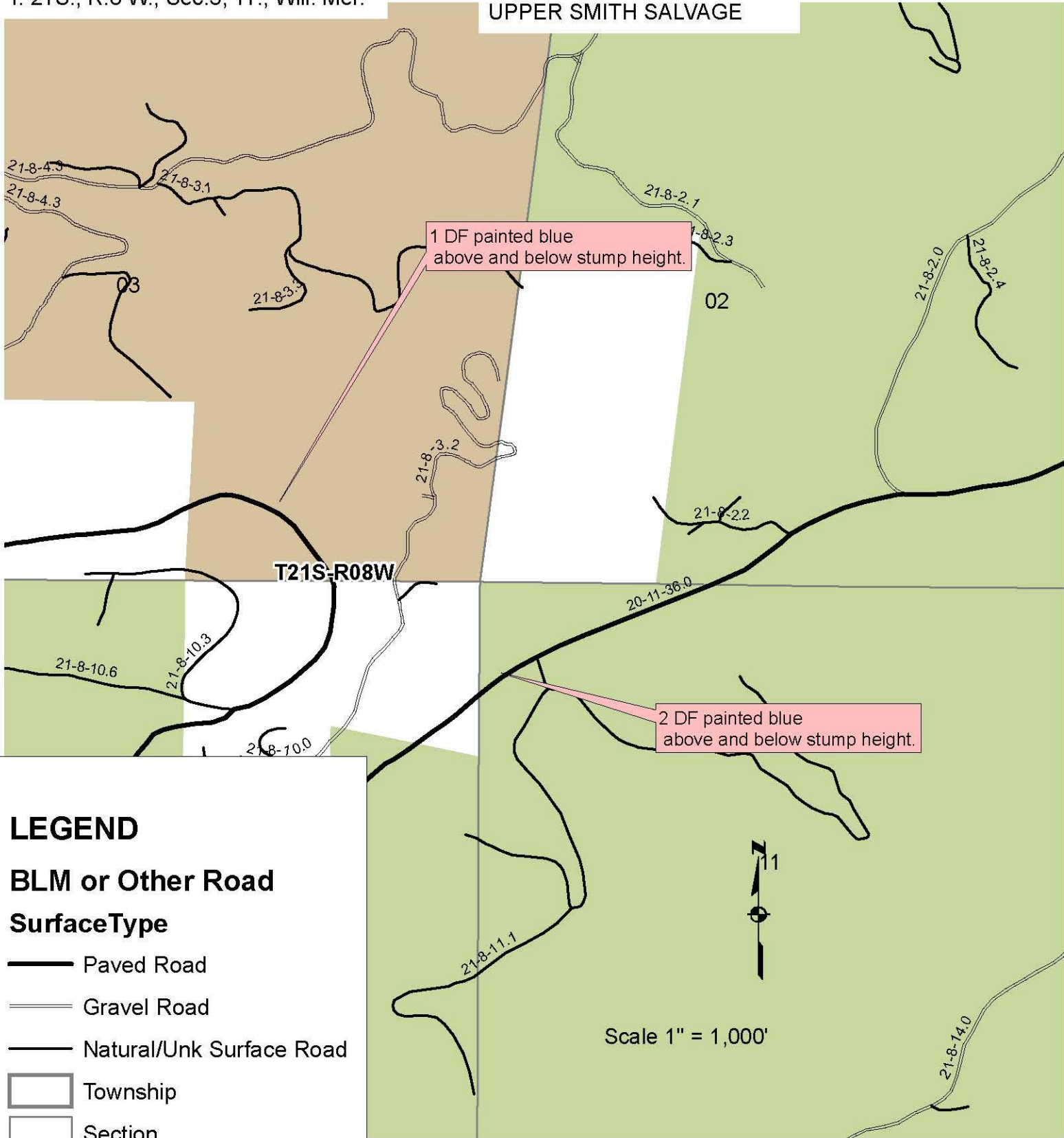
To Elktion →

— 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.