

# United States Department of the Interior



BUREAU OF LAND MANAGEMENT Springfield Interagency Office, Northwest Oregon District 3106 Pierce Parkway Suite E, Springfield, Oregon 97477 http://www.blm.gov

To: Springfield Interagency Office, Northwest Oregon District Office

Attn: Cynthia L. Phillips, Siuslaw Field Office (541) 683-6776

Terry Ray, Upper Willamette Field Office (541) 683-6417

## **PROSPECTUS REQUEST**

Please send the following information for the timber sales to be sold on **March 22**, **2018**. (Check appropriate boxes)

			EXHIBITS AND APPRAISALS								
				Road							
Parcel					Decom-	Slash	Other				
No.	Sale Name	Prospectus	Construction	Maintenance	missioning	Disposal	(indicate)				
1	Lucas Creek										



# United States Department of the Interior

#### BUREAU OF LAND MANAGEMENT

Springfield Interagency Office, Northwest Oregon District 3106 Pierce Parkway Suite E, Springfield, Oregon 97477 http://www.blm.gov



February 21, 2018

This advertisement includes:

Parcel No. 1 - Lucas Creek\*

\*SBA SALE

#### 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, attached. Written and oral bids will be received by the District Manager, or her representative, at the **SPRINGFIELD INTERAGENCY OFFICE, NORTHWEST OREGON DISTRICT OFFICE, 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON.** The timber sale will commence at 10:00 a.m. on Thursday, **March 22, 2018**.

This Timber Sale Notice does <u>not</u> 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 <u>The Register-Guard</u> newspaper on or about <u>February 21, 2018</u>. 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.

FOR SBA SET-ASIDE TRACTS, the bidder must not have been determined by the Small Business Administration to be ineligible for preferential award for set-aside sales and must accompany the bid deposit with a self-certification statement that the bidder is qualified as a small business concern as defined by the Small Business Administration in its regulations, Title 13, Chapter I, Part 121 (Revision 7) as amended, of the Code of Federal Regulations. The Form 5430-1 Self Certification Statement is attached hereto. The successful bidder will be required to sign SBA Form 723 "Small Business Certification Required on All Preferential Sales of Set-Aside Timber" at the time the timber sale contract is signed. Section 2(a) of Form 723 requires that successful bidders on SBA set-aside tracts must comply with delivery requirements pertaining to timber volume. No more than 30 percent of the timber volume from a set-aside sale may be delivered for manufacturing to a business that is not a small business, as defined by the SBA (13 CFR 121.507 (a)). A copy of SBA form 723 is attached.

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

- 1. Form 5430-11, 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 5450-17, Export Determination.

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

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

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

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

LOG EXPORT AND SUBSTITUTION RESTRICTIONS. Excepting Port-Orford-cedar, all timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber. The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The Purchaser shall bear any increased costs for log branding and painting.

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

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

**AN ENVIRONMENTAL ANALYSIS (EA)** was prepared for the Upper Siuslaw Landscape Plan Project, which includes the Lucas Creek sale area. A Finding of No Significant Impact and Decision Record for the EA have been documented. A Determination of NEPA Adequacy (DNA) has been documented for this sale. These documents are available for inspection as background for this sale at the Northwest Oregon District's Springfield Interagency Office.

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

#### Attachments:

Form 5440-9

Form 5430-11

Form 5450-17

Form 5450-22

Form 5430-1

SBA Form 723

NORTHWEST OREGON DISTRICT SIUSLAW FIELD OFFICE

### TIMBER SALE NOTICE LUMP SUM EUGENE MASTER UNIT SBA Sale

PARCEL NO.: 1

SALE DATE: March 22, 2018

Contract No.: ORN03-TS18-317, Lucas Creek

Lane County, Oregon: O&C: Oral Auction Bid Deposit Required: \$55,900.00

All timber designated for cutting on

E1/2SW1/4, SW1/4SE1/4, <u>Section 17;</u> NE1/4, E1/2NW1/4, SE1/4SW1/4, N1/2SE1/4, <u>Section 19, T. 20 S., R. 4 W.;</u> Will. Mer.

Estimated Volume 32' Log (MBF)	Species	Estimated Volume 16' Log (MBF)	 raised Price Per MBF	 mated Volume es Approx. Price
1,754	Douglas-fir	2,039	\$ 269.20	\$ 548,898.80
43	Grand fir	52	\$ 126.70	6,588.40
14	Western hemlock	16	\$ 137.00	2,192.00
1	Western redcedar	2	\$ 190.20	380.40
1	Incense-cedar	1	\$ 40.00	40.00
1,813	TOTALS	2,110		\$ 558,099.60

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

<u>LOG EXPORT RESTRICTIONS</u>: 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.

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

<u>CRUISE INFORMATION</u>: Volume for all Douglas-fir and western hemlock 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 Processing Program. The basal area was determined with a Relaskop using a 20 BAF. This sale contains a total of 239 plots. 80 sample trees were randomly selected on these plots to determine v-bar.

All Douglas-fir 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 Processing Program for estimating volume in 16 foot lengths and the volume expanded to a total right-of-way volume. A map showing the location and description of these sample trees is available at the Northwest Oregon District's Springfield Interagency Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 11.9" DBHOB; the average log contains 35 bd. ft.; the total gross merchantable volume is approximately 2,118 MBF; and 96% recovery is expected.

<u>CUTTING AREA</u>: Two areas totaling approximately 129 acres must be partial harvested and approximately 3 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;
- 4. Roads covered by a Right-of-Way and Road Use Agreement E-339 between Weyerhaeuser Company and the United States. In the construction, renovation, and use of private roads, the Purchaser shall enter into a license agreement with Weyerhaeuser Company. The license agreement shall be delivered to Weyerhaeuser Company for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.
- 5. Roads covered by a Right-of-Way and Road Use Agreement E-364A between Giustina Land & Timber Co., LLC and the United States. In the use and renovation of private roads, the Purchaser shall enter into a license agreement with Giustina Land & Timber Co., LLC. The license agreement shall be delivered to Giustina Land & Timber Co., LLC for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

<u>ROAD MAINTENANCE:</u> The Purchaser shall pay road use fees of \$2,110.00 to Weyerhaeuser Company. The Purchaser shall pay road use fees of \$350.40 to Giustina Land & Timber Co., LLC. The Purchaser shall pay BLM a rockwear fee of \$4,263.70.

In addition to the quantities shown below, 500 cubic yards (truck measure) of maintenance rock and surface protection rock is required. Additional road reinforcement (rocking) may be required for wet weather haul and will be at the Purchaser's expense. Load tickets are required for maintenance rock accounting. 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:**

Spurs A, B, E, and F, Tie Road, and Road Nos. 20-4-17.3, -17.4, and -19 Ext.

Length: 31.98 Stations Class: SN-14 / SN-16

Special Requirements in Road Construction: Operations limited to periods of dry weather. A gate shall be installed on

Road No. 20-4-17.4.

#### ROAD RENOVATION:

Spur C and Road Nos. 20-4-9, -17.1, -17.2, -19, -19.1, -19.3, -20.1, and -29.

Length: 285.83 Stations Class: SN-14 / SN-16

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

#### **ROAD IMPROVEMENT:**

Spur D

Length: 4.75 Stations

Class: SN-14

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

Culverts

<u>Diameter:</u> <u>Length:</u> <u>Number:</u> 7

Suggested Rock Source: Commercial, Lorane and Drain Vicinity

Estimated Rock Quantities (CY truck measure)

<u>3/4" minus</u> <u>3" minus</u> <u>6" minus</u> 210 4,070 2,347

Total Estimated Exhibit C Road Costs (construction, renovation, and improvement): \$173,507.64

Note: Rock sources in the Lorane vicinity do not meet the requirements for the Federal Highway Administration Region 10 Accelerated Weathering Test. Therefore, the Northwest Oregon District does not accept gradations less than 3-inch minus from the Lorane vicinity for surface aggregate. Aggregate used for culvert bedding and backfill is exempt from meeting this requirement and is therefore acceptable.

DURATION OF CONTRACT: Duration of the contract will be 24 months for cutting and removal of timber.

<u>SPECIAL PROVISIONS</u>: The contract will contain special provisions regarding road construction, road renovation, road improvement, road maintenance, logging methods, prevention of erosion, falling of all trees designated for cutting, logging residue reduction, and submission of a written logging plan specifying spur road locations, landing locations, logging methods, and logging schedule.

Under Sec. 26 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.

It is estimated that approximately 316 MBF of additional timber, such as corridor and guyline trees, may be removed under the contract, but it is not included in the advertised sale volume, nor is it included in the timber sale appraisal.

A Special Provision has been added that expands on safety and temporary traffic control measures required under the contract.

A revised 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: (1) comply with the Endangered Species Act or to prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), or; (2) comply with a court order, or; (3) protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines or management direction established in the ROD and RMP.

#### OTHER SPECIAL REQUIREMENTS:

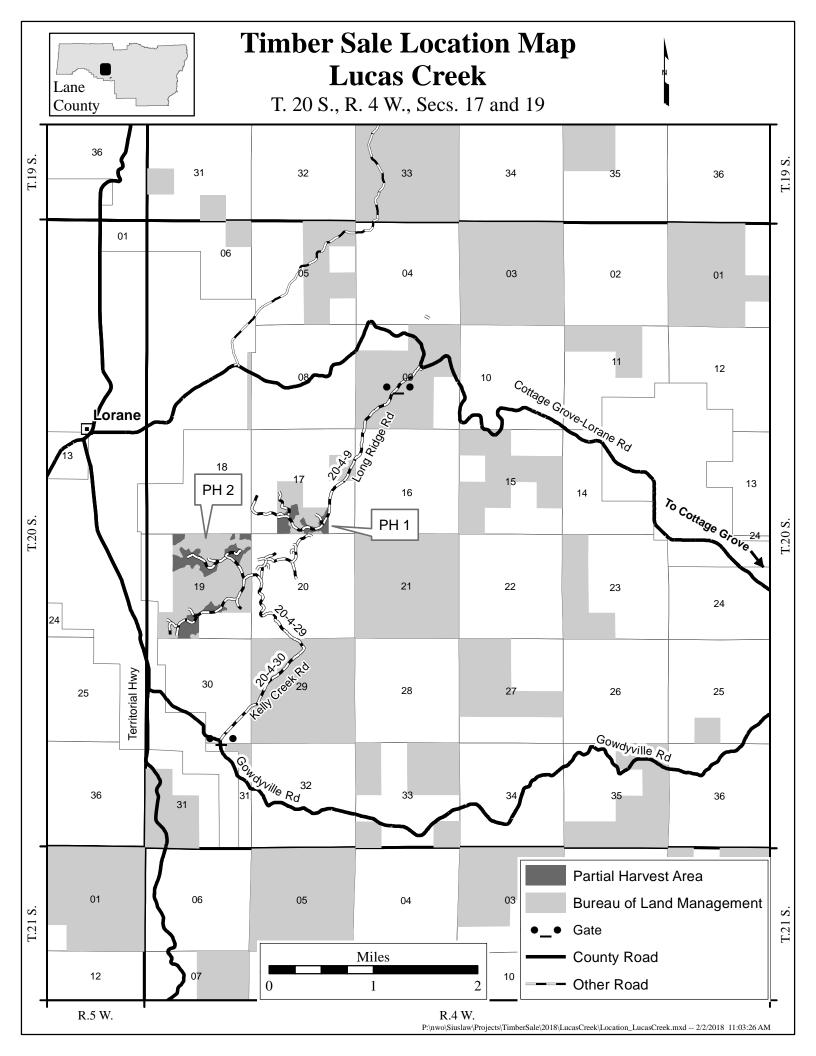
- No yarding or hauling shall be conducted on natural surfaced roads during periods of wet weather as determined by the Authorized Officer.
- Timber, mineral and equipment haul is not authorized on Road No. 20-4-29 south of the junction with Road No. 20-4-20.1.
- Yarding shall be done with a carriage equipped skyline capable of yarding 1,000 feet slope distance in the Partial Harvest Areas on slopes greater than 35%.
- In the Special Yarding Area, logs may be yarded through the Reserve Area.
- In the Whole Tree Yarding Area, limbs and tops shall remain attached to the tree and be yarded to the landing.
- In the Special Tailhold Area, approval from the Authorized Officer shall be obtained prior to attaching logging equipment to any tree.
- Nine trees marked with yellow paint above and below breast height shall not be felled or damaged during logging operations.
- The Purchaser shall rock Spurs A F, and Tie Road, and Road Nos. 20-4-17.1, -17.2, -17.3, -17.4, -19, -19 Ext., -19.1, -20.1, and -29 for wet weather haul.
- Within 25 feet of Spur F, and Road Nos. 20-4-9, -17.1, -17.2, -17.4, -19, -19 Ext., -19.1, -19.3, -19.5, -19.7, and -29 slash shall be piled, covered, and burned, within the Partial Harvest Areas.
- The Purchaser shall clean logging, road, decommissioning, and slash disposal equipment prior to entry on BLM lands.
- Upon completion of hauling, all decommissioning shall be completed during the dry season and as directed by the Authorized Officer. Decommissioning measures may include:
  - Decompact skid trails and natural surfaced roads with decompaction equipment, such as a track mounted excavator.
  - Construct drainage dips, waterbars, and/or lead-off ditches.
  - Place logging slash greater than 6 inches in diameter, where available, on surfaces in a discontinuous pattern.
  - Block at entry points using stumps, slash, and/or cull logs as directed by the Authorized Officer.
- Section 42(e) contains explicit instruction on requirements for equipment and personnel involved in pile burning.

<u>OPTIONAL CONTRIBUTION</u>: The Purchaser will have the option of performing pile burning, or contributing \$5,099.51 in lieu thereof. The option must be declared prior to contract execution. Piling and covering are not included in the Optional Contribution and will remain the responsibility of the Purchaser.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: Access to the sale is through locked gates over private roads. Prospective bidders may obtain a key from the Northwest Oregon District's Springfield Interagency Office and proceed to the sale area. Any other persons interested in visiting the timber sale site should first contact Cary Swain at (541) 683-6418.

<u>To Access Partial Harvest Area 1</u>: From Cottage Grove travel west on Main Street. Continue west on Cottage Grove-Lorane Road for approximately 7.4 miles to the junction with Road No. 20-4-9. Turn south onto Road No. 20-4-9 and follow the Timber Sale Area signs to the sale area.

<u>To Access Partial Harvest Area 2:</u> Return to the junction of Cottage Grove Lorane Road and Road No. 20-4-9. Turn west onto Cottage Grove-Lorane Road and proceed approximately 4.1 miles to Territorial Hwy. Turn south onto Territorial Hwy and proceed approximately 2.5 miles to Gowdyville Road. Turn east onto Gowdyville Road and proceed approximately 0.9 miles to Road No. 20-4-30. Turn north onto Road No. 20-4-30 and follow the Timber Sale Area signs to the sale area.



# **Seasonal Restriction Matrix**

#### Restricted Periods are Shaded and X'd

	J	an	F	eb	Ν	Mar	Α	pr	M	ay	Jυ	ine	J	uly	Αι	ıg	Se	pt	0	ct	N	ov	De	ес
	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Felling, yarding or loading  Partial Harvest Areas April 15 – June 15, both days inclusive. Sap flow seasonal restriction may be conditionally waived.																								
Ground-based yarding  Partial Harvest Areas  ■ Typically October 15 – June 30; may vary due to weather conditions.					$\searrow$																			
Right-of-way logging and clearing  Right-of-Way Areas Typically October 1 – May 31; may vary due to weather conditions.					$\searrow$																			X
Hauling on natural-surfaced roads  Partial Harvest Areas  Typically October 15 − May 31; may vary due to weather conditions.																								

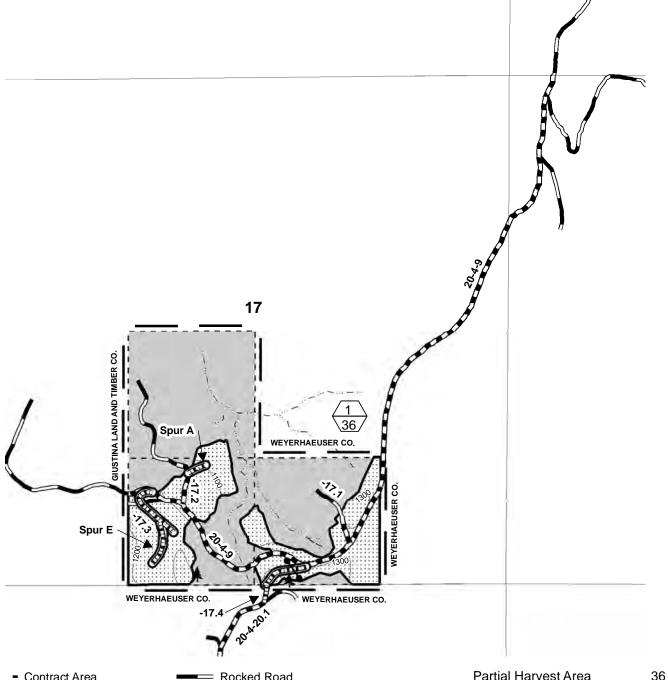
### **Exhibit A**

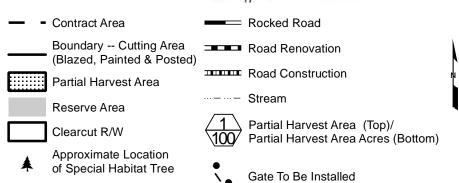
**UNITED STATES DEPARTMENT OF THE INTERIOR** 

**Bureau of Land Management** 

Lucas Creek Timber Sale Contract No. ORN03-TS18-317 T. 20 S., R. 4 W., Sec. 17, Northwest Oregon District

Sheet 1 of 2





i ditidi i di vocti i od	
Clearcut (R/W) Area	1
Reserve Area	83
Contract Area	120 A.
Total Partial Harvest Area	129
Total Clearcut (R/W) Area	3
Total Reserve Area	348
Total Contract Area	480 A.

	F	eet	
0	500	1,000	1,500

93

265

2

360 A.

1,500

# **UNITED STATES DEPARTMENT OF THE INTERIOR**

**Bureau of Land Management** 

Lucas Creek Timber Sale Contract No. ORN03-TS18-317 T. 20 S., R. 4 W., Sec. 19, Northwest Oregon District



