

This Advertisement includes:

Date Mailed:  
August 24, 2011

(Order of Auction)

1. Farout OR110-TS11-09 (Scale Sale)
2. Skeleton Mountain OR110-TS11-19
3. Cottonwood OR110-TS11-20

Sale Date:  
September 15, 2011

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

District Office

3040 Biddle Road

Medford, Oregon 97504

[www.blm.gov/or/districts/Medford/timbersales/index.php](http://www.blm.gov/or/districts/Medford/timbersales/index.php)

**TIMBER SALE NOTICE**

**NOTICE IS HEREBY GIVEN** that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or his representative, at the Bureau of Land Management Medford Interagency Office, 3040 Biddle Road, Medford, Oregon, telephone (541) 618-2200. This is not a public meeting and is an invitation to bid only. Therefore, only those persons bidding on timber sales will be allowed to attend this auction. The timber sale will commence at 9:00 a.m. on Thursday, September 15, 2011, at the Medford Interagency Office, 3040 Biddle Road, Medford, Oregon.

**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. The regulations do not authorize the acceptance of protests in any form other than a signed, written hard copy that is delivered to the physical address of the advertising BLM office. (No e-mail or fax protests will be accepted.) It is anticipated that the decision document will be published in the Medford Mail Tribune and Grants Pass Daily Courier newspapers on or about August 25th, 2011. 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 newspapers 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 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. The Form 5430-1, Self Certification Statement, must be completed prior to awarding the contract. 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 he signs the timber sale contract.

**APPRAISED PRICES** are determined by analytical appraisal methods unless otherwise noted on individual timber sale notices.

**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 \$10,000.00.
3. Form 1140-8, Equal Opportunity Compliance Report Certification.
4. Form 5450-17, Export Determination.

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

**LOG EXPORT AND SUBSTITUTION:** All timber sales, 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.

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

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

**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.

**A SALE DEPOSIT** equal to an installment is required prior to approval of the contract. This deposit must be made in cash or by check payable to the Department of Interior - BLM.

**AN IRREVOCABLE LETTER OF CREDIT (ILC)** may be used in place of bid bonds, performance bonds, and payment bonds. ILC 's must be approved by the Authorized Officer prior to use and are subject to certain limitations. Contact the District Office for further information.

**THE PURCHASER** is given no authority to enter upon or cross any private lands or to use any privately-owned property or improvements unless such rights are specifically covered in the contract stipulations. If the Purchaser desires to make any use of private property which is not specifically authorized by the contract, they must make the necessary prior-arrangements for such use with the landowner.

**PRIOR TO STARTING** any operations, the Purchaser or their designated representative will be required to meet with the Authorized Officer or their

representative and the Contract Administrator for a prework conference. If a subcontractor is to be involved in the operation, the subcontractor must also be represented at the conference. If more than one subcontractor is to be involved in the operation, it may be necessary to have more than one prework conference unless all subcontractors can be present at one conference.

**PRIOR TO THE AWARD** of any timber sale, the Bureau of Land Management may require the high bidder to furnish such information as is necessary to determine the ability of the bidder to perform the obligations of the contract. The following information is required for first time high bidders bidding as:

**1. Individuals**

- a. A Citizenship Affidavit, Form 5450-9.
- b. A certified Financial Statement prepared no earlier than 60 days prior to the sale date.

**2. Partnerships or Unincorporated Associations**

- a. A Citizenship Affidavit, Form 5450-9, for each member of the partnership or association.
- b. A copy of the partnership agreement, or if no formal partnership agreement, a letter showing the nature of the business conducted by the partnership, the partnership term, and the name of the partner or partners authorized to execute timber sale contracts and performance bonds on behalf of the partnership.
- c. A certified Financial Statement prepared no earlier than 60 days prior to the sale date.

**3. Corporations**

- a. A certified copy of the articles of incorporation and by-laws.
- b. A certified copy of the resolution of the board of directors authorizing the officers to sign timber sale contracts and performance bonds on behalf of the corporation.
- c. An original certificate from the Corporation Commissioner authorizing the corporation to transact business in the State of Oregon.

- d. A certified Financial Statement prepared no earlier than 60 days prior to the sale date.

Those bidders who have demonstrated poor performance, including recent contract defaults, may be required to provide additional performance assurances in the form of advanced payment and/or an increased performance bond as a condition for award of contract. These extraordinary requirements may be required on a case-by-case basis.

**PREAWARD QUALIFICATIONS.** The higher 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 five (5) 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.

**OTHER.** 43 CFR Chapter 11 (10-1-92 Edition), Subpart 5442 - Bidding Procedure. § 5442.3 Rejection of Bids; Waiver of Minor Deficiencies. When the Authorized Officer determines it to be in the interest of the Government to do so, he may reject any or all bids and may waive minor deficiencies in the bids or the timber sale advertisement. (38 FR 6280, March 8, 1973).

#### **ENVIRONMENTAL ASSESSMENTS.**

An environmental assessment (DOI-BLM-OR-M080-2010-0010-EA) was prepared for the Farout sale, and a Finding of No Significant Impact has been documented. An environmental assessment (DOI-BLM-OR-M050-2010-0002-EA) was prepared for the Skeleton Mountain sale, and a Finding of No Significant Impact has been documented. An environmental assessment (DOI-BLM-OR-M060-2011-0003-EA) was prepared for the Cottonwood sale, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for this sale at the Medford Interagency Office.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

NOTICE OF REQUIREMENT FOR CERTIFICATION  
OF NONSEGREGATED FACILITIES

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

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.

# P R O S P E C T U S

## THIS IS A SCALE SALE

GLENDALE RESOURCE AREA  
JOSEPHINE MASTER UNIT

Medford Sale # OR110-TS11-09  
September 15, 2011 (SQF)

#1 Farout, Douglas County, O&C, P.D.

BID DEPOSIT REQUIRED: **\$41,100.00**

All timber designated for cutting in Lots 8, 9, 10, 11, 12, NE $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$  Section 7, SW $\frac{1}{4}$ NE $\frac{1}{4}$  Section 20, W $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$  Section 29, Lot 11 Section 30, Lots 1, 2, 3, 4, 5, 6, W $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$  Section 31, T.31 S., R. 8 W.; SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , S $\frac{1}{2}$  Section 11, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$  Section 13, W $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$  Section 15, N $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$  Section 21, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$  Section 23, NW $\frac{1}{4}$  Section 27, E $\frac{1}{2}$ NE $\frac{1}{4}$  Section 35, T. 31 S., R. 9 W., Willamette Meridian.

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Est. Volume CCF	Species	Est. Volume MBF 16' Log	Appr. Price Per MBF*	Est. Volume Times Appraised Price
32,528	4,582	9,743	Douglas-fir	5,456	\$72.30	\$394,468.80
4,036	426	959	White Fir	521	**\$30.50	\$15,890.50
41	1	2	Incense-cedar	1	\$155.00	\$155.00
36,605	5,009	10,704	<b>Totals</b>	<b>5,978</b>		<b>\$410,514.30</b>

\*Stumpage values have been determined by market value estimates and analytical appraisal methods were used to compute the appraised price. Additional information concerning the appraised price is available at the Medford District Office.

\*\*Minimum stumpage values were used to compute the appraised price (10% of pond value).

**TIMBER AUCTION LOCATION** – The timber auction will be held at the Medford Inter-agency Office, located at 3040 Biddle Road, Medford, Oregon, at 9:00 a.m. on Thursday, September 15, 2011.

**Bidders will be restricted to bidding on a unit (MBF) rate of the Douglas-fir volume. All other species will be sold at appraised price per unit (MBF). The minimum bid increment will be \$0.10 per MBF.**

CRUISE INFORMATION - The Timber has been cruised using the PCMTRE sampling method to select sample trees. The Douglas-fir in the Roadway units has been cruised using the 3-P sampling method to select sample trees.

The sample trees have been measured, utilizing the VOLT system of measurement, and the volume expanded to a total sale volume.

Maps showing the location and description of these sample trees are available at the Grants Pass Interagency Office.

The volume of all other species in the Roadway units has been derived from individual tree measurements taken during a 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs.

Approximately 0 trees which are considered to be nonmerchantable are designated for cutting. Approximately 1% of the 5,978 Mbf sale volume is salvage material. With respect to merchantable trees of all conifer species: the average tree is 13.4 inches DBHOB; the average gross merchantable log contains 50 bd. ft.; the total gross volume is approximately 6487 M bd. ft.; and 92% recovery is expected. (Average DF is 13.5 inches DBHOB; average gross merchantable log DF contains 51 bd. ft.)

LOG EXPORT AND SUBSTITUTION RESTRICTIONS - All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export under the United States in the form of unprocessed timber and is prohibited from use 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.

CUTTING AREA – Thirty (30) units containing three hundred eighty nine (389) acres must be partial cut and sixteen (16) right-of-way units containing twenty five (25) acres of roadway clearing.

CUTTING TIME - Contract duration will be thirty six (36) months for cutting and removal of timber.

ACCESS - Access to the sale area is available via an existing BLM road; via Right-of-Way and Road Use Agreement M-868 with Roseburg Resources Co.; via Right-of-Way and Road Use Agreement R-851 with Roseburg Resources Co.; via Right-of-Way and Road Use Agreement M-868 with Fruit Growers Supply Company; and via Right-of-Way and Road Use Agreements M-605 with Plum Creek Timberlands, LP. Among other conditions, Agreement M-868 with Roseburg Resources Co. requires an estimated payment of a road use fee of \$6,824.00 and completion of an agreement between the Purchaser and Permittee. Among other conditions, Agreement R-851 with Roseburg Resources Co. requires road maintenance by the Purchaser and an estimated payment of a surface replacement fee of \$583.91 and completion of an agreement between the Purchaser and Permittee. Among other conditions, Agreement M-868 with Fruit Growers Supply Company requires an estimated payment of maintenance fee of \$475.77, an estimated payment of a surface replacement fee of \$303.88, and completion of an agreement between the Purchaser and Permittee. Among other conditions, Agreements M-605 with Plum Creek Timberlands, LP requires an estimated payment of a maintenance fee of \$12,866.10, an estimated payment of a surface replacement fee of \$3,554.74, an estimated payment of a road use fee of \$88.00, and completion of an agreement between the Purchaser and Permittee.

ROAD MAINTENANCE - The Purchaser will be required to maintain all of the roads which he constructs plus 21.72 miles of existing BLM and private roads. BLM will maintain 25.45 miles of the 30-6-32.0 D, 31-8-30.3, 31-8-31.4, 31-9-11.0 A, 31-9-11.0 B, 31-9-11.5, 31-9-23.1, 31-9-25.1 A, 31-9-26.0 B, 32-8-1.1 A, 32-8-1.1 B1, 32-8-1.1 B2, 32-8-1.1 C, 32-8-1.1 D, 33-7-2.0 A, 33-7-2.0B, and 33-7-2.0 C roads. The Purchaser will be required to pay a maintenance fee of \$0.65 per MBF per mile for the use of the 30-6-32.0D, 32-8-1.1 A, 32-8-1.1 B1, 32-8-1.1 B2, 32-8-1.1 C, 33-7-2.0 A, 33-7-2.0 B, and 33-7-2.0 C roads; will be required to pay a maintenance fee of \$0.79 per MBF per mile for the use of the 31-8-31.4 and 31-9-11.5 roads; will be required to pay a maintenance fee of \$1.13 per MBF per mile for the use of the 31-9-25.1 A and 32-8-1.1 D roads; and will be required to pay a maintenance fee of \$1.30 per MBF per mile for the use of the 31-8-30.3, 31-9-11.0 A, 31-9-11.0 B, 31-9-23.1, and 31-9-26.0 B roads. The Purchaser will be required to pay a rockwear fee of \$0.51 per MBF per mile for the use of the 31-8-31.1 A1, 31-8-31.1 A2, 31-8-31.5, 31-8-31.6, 31-8-31.7, 31-9-10.0 A, 31-9-12.0, 31-9-21.0 B, 31-9-23.0, 31-9-23.2, 31-9-

23.3, 31-9-27.0 A, and 32-8-4.0 A.

ROAD CONSTRUCTION - The contract will require the Purchaser to construct 78.14 stations of road and reconstruct 11.62 stations of road. Additional information is available in the timber sale prospectus.

SOIL DAMAGE PREVENTION - Pursuant to Section 25 of Form 5450-3, Timber Sale Contract, the Purchaser shall limit mechanical ground-based harvesting and yarding, and temporary route construction/renovation/maintenance in Units 7-1, 11-2, 11-3, 11-4, 11-6, 13-1, 13-3, 15-1, 15-2, 21-2, 21-3, 23-1, 27-1, 27-3, 27-4, 29-1, 29-2, 31-2, 31-3, 31-4, and 35-1 between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. For Units 11-2, 11-3, 11-6, 13-1, 13-3, 15-1, 15-2, 21-2, 21-3, 27-4, 29-1, 29-2, 31-2, 31-3, 31-4, and 35-1, Purchaser may request in writing, a conditional waiver of this restriction. If soil moisture conditions are dry, as determined by the inability of a soil sample taken at four (4) to six (6) inches to maintain form when compressed and by the inability of soil moisture at the surface to be readily displaced, causing ripples and ruts along equipment tracks, the Contracting Officer may approve a conditional waiver. If impacts to soil resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

Pursuant to Section 25 of Form 5450-3, Timber Sale Contract, the Purchaser shall limit haul on the Contract Area and roadway clearing operations in all roadway clearing units from May 15 to October 15 of each year, both days inclusive. For haul on the Contract Area and roadway clearing operations in Units 31-8-29.0, 31-8-30.3, 31-8-31.5, 31-8-31.6, 31-8-31.7, 31-9-10.0, 31-9-13.1, and 31-9-21.0 the Purchaser may request in writing, a conditional waiver of this restriction. If moisture conditions on the road are deemed acceptable and do not result in continuous mud splash or tire slide, fines being pumped through road surfacing from the subgrade, road drainage causing a visible increase in stream turbidities, surface rutting, or any condition that would result in water being chronically routed into tire tracks or away from designed road drainage during precipitation events, Contracting Officer may approve a conditional waiver. If moisture conditions on the road resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

EQUIPMENT REQUIREMENTS – A forty (40) foot tower with one thousand two hundred (1,200) foot cable capacity, lateral yarding capability of seventy five (75) feet, with one end suspension of logs during inhaul, and capable of multi-span. A yarding tractor will not exceed nine (9) feet in width and must be capable of bull-lining seventy five (75) feet. A minimum two hundred (200) flywheel horsepower tractor with mounted rippers no more than thirty six (36) inches apart and capable of ripping to a depth of eighteen (18) inches will be required for decommissioning temporary routes and skid roads. A mechanical harvester with a single-grip felling head capable of reaching and cutting twenty (20) feet slope distance from the road surface, capable of cutting and processing trees up to twenty four (24) inches in diameter at breast height. A piece of equipment capable of chipping or masticating vegetation up to twenty (20) feet slope distance from the edge of the road. Ability to grind or remove selected stumps remaining on the road surface. An anchor is needed to log 20-1.

BIOMASS- The roadway clearing harvest treatments will create approximately 68 tons of biomass material.

SLASH DISPOSAL - Slash disposal within the commercial thin harvest units will consist of lop and scatter, hand pile and cover hand piles, and machine pile and cover landing piles as described in SD-5 of the Special Provisions. A post logging assessment shall be conducted to determine treatment needs on all of these units. Units 11-3, 11-4, 11-6, 13-1, 13-3, 15-1, 15-2, 23-1, 27-1, 27-2, 31-2, and 35-1 are along main travel routes and will be a higher priority for hand pile and cover treatments. Slash disposal within the roadway clearing harvest units will consist of approximately 4 acres of lop and scatter, 10 acres of biomass removal, 6 acres of chipping, and 1 acre of machine pile and cover machine piles. See Exhibits C-13, C-14, and C-15 for details

about the roadway clearing slash disposal requirements.

CONTRACT TERMINATION - A 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 comply with a court order, or protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Medford District Record of Decision (ROD) and Resource Management Plan (RMP). 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.

PERFORMANCE BOND - A performance bond in the amount of 20% of the total purchase price will be required.

OTHER -

1. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
2. All leave trees will be selected by the Purchaser through Designation by Description (DxD) criteria as outlined in Exhibit E, except Unit 11-6 which has already been blue marked (for cut tree removal), and except for the roadway clearing units which have already been yellow marked (for cut tree removal).
3. This contract contains provisions (L-26M) requiring that prior to falling and removal of trees in Units 7-1, 7-2, 11-3, 11-4, 13-1, 13-3, 15-1, 15-2, 21-1, 21-3, 23-1, 23-2, 23-4, 23-5, 29-1, 29-2, and 35-1 as shown on Exhibit A, the Purchaser shall conduct a sample mark as outlined in Exhibit E. Sample area size shall be approximately one-half (½) acre. Identification of leave trees may be done by flagging or paint as approved by the Authorized Officer. Additional marking may be required based on the results of the sample mark. Upon acceptance of the sample mark by the Authorized Officer, the Purchaser may proceed with operations. Prior to falling and removal of trees in Units 11-2, 11-6, 20-1, 21-2, 23-3, 27-1, 27-2, 27-3, 27-4, 31-2, 31-3, and 31-4 as shown on Exhibit A, the Purchaser shall mark the entire unit as outlined in Exhibit E. Identification of leave trees may be done by paint as approved by the Authorized Officer. Upon acceptance of each harvest unit inspection by the Authorized Officer, the Purchaser may proceed with operations.
4. The Farout roadway clearing units are associated with an Oregon State University research study. Clearing widths include 5-foot, 10-foot, and 20-foot on both sides of the road. Prior to treating the slash, the Purchaser shall remove all pulpwood created by the clearing. See Exhibits C-13, C-14, and C-15 for full details.
5. Purchaser should be aware that Logging residue reduction costs listed under SD-5 are in addition to costs associated with treating the slash from the roadway clearing units as assessed under Exhibit C-13. Refer to the appraisal for total assessed costs of logging residue reduction.
6. The use of landings and cable corridors that cross private property for Unit 20-1 shall comply with the terms and conditions given in the crossing plat with Roseburg Resources, Co.
7. The temporary route construction for Unit 11-2 crosses private lands owned by Roseburg Resources, Co. and Plum Creek Timberlands, LP. This use must adhere to the terms and conditions given in both of the crossing plats and the plans discussed in both letters from these landowners. Prior to cutting any timber from Yarding corridors or Temp Route 11-2b (Roseburg Resources portion), the Purchaser shall talk with Roseburg Resources,

the owner of the right-of-way timber, about bucking specifications, decking options, and potential buying prices for that timber.

8. Temporary routes constructed and/or renovated and all skid roads within one hundred ninety five (195) feet of streams shall be discontinuously sub-soiled with winged ripper, seeded, water-barred, mulched, and blocked prior to October 15<sup>th</sup> during dry soil conditions upon completion of current harvest and slash disposal treatments.
9. No logging operations shall be conducted on Units 7-2 and 23-5 from May 15 to October 15 of each year, both days inclusive.
10. No roadway clearing operations within Unit 31-9-12.0 or portions of Units 31-9-15.0 and 31-9-27.0D as shown on Exhibit A shall be conducted between March 1 and June 30 of the same calendar year, both days inclusive. This restriction will not apply if it can be shown from Northern Spotted Owl protocol surveys conducted by the Bureau of Land Management in accordance with accepted standards that Northern Spotted Owl nesting and/or fledging activities are not occurring during the year and/or time of harvest.
11. Elk Valley Roadway Timber Sale is in the same planning area and has roadway clearing units adjacent to commercial thinning and roadway clearing units in Farout Timber Sale. Within the Elk Valley Roadway Units, all vegetation shall be cleared to a width of ten (10) feet slope distance from the edge of the road, and all merchantable trees are marked with blue paint. The Elk Valley Roadway Timber Sale was sold in 2011 and has a contract life of twenty four (24) months.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA - From I-5 take Exit 80 to Glendale, proceed down Glendale Valley Road (Hwy. 313) toward Glendale. Turn right onto Azalea-Glen Road, then turn left onto Reuben Road (Hwy. 27). Proceed for 15 miles and take a left onto Cow Creek Road. Follow Cow Creek Road for 0.2 miles and turn left onto West Fork Road, which will become BLM Road #32-8-1.1. All units can be accessed from BLM Road #32-8-1.1.

ENVIRONMENTAL ASSESSMENT - An environmental assessment DOI-BLM-M080-2010-010-EA was prepared for this sale, and a Finding of No Significant Impact has been documented. This document is available for inspection as background for this sale at the Medford District Office.

# P R O S P E C T U S

BUTTE FALLS RESOURCE AREA  
JACKSON MASTER UNIT

Medford Sale # OR110-TS11-19  
September 15, 2011 (TG)

# 2 SKELETON MOUNTAIN, Jackson County, O&C

BID DEPOSIT REQUIRED: **\$14,200.00**

All timber designated for cutting in SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 33, T.32S., R.2 W.; Govt. Lot 2, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , Govt. Lot 3, Section 5, W $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , Govt. Lot 3, E $\frac{1}{2}$ NW $\frac{1}{4}$ , Govt. Lot 1,2, Section 7, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$  Section 9, T.33 S., R.2 W.; SE $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , Section 1, NW $\frac{1}{4}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , Section 3, S $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 4, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , Govt. Lot 3, S $\frac{1}{2}$ NW $\frac{1}{4}$ , Govt. Lot 4, Section 5, NE $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 7, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 8, NE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , NW $\frac{1}{4}$ , Section 9, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , Section 11, SE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 17, NE $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 20, W $\frac{1}{2}$ NW $\frac{1}{4}$ , Section 21, T.33 S., R.3 W, Willamette Meridian.

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Est. Volume CCF	Species	Est. Volume MBF 16' Log	Appr. Price Per MBF*	Est. Volume Times Appraised Price
9916	2369	4946	Douglas-fir	2931	\$40.20	\$117,826.20
2081	546	1122	White fir	675	**\$32.30	\$21,802.50
337	42	95	Western Hemlock	52	**\$31.20	\$1,622.40
97	4	11	Incense-cedar	5	\$38.60	\$193.00
12	3	7	Ponderosa pine	4	**\$26.50	\$106.00
8	3	5	Sugar pine	3	**\$35.30	\$105.90
12451	2967	6186	<b>Totals</b>	<b>3670</b>		<b>\$141,656.00</b>

\*Stumpage values have been determined by market value estimates and analytical appraisal methods were used to compute the appraised price. Additional information concerning the appraised price is available at the Medford District Office.

\*\*Minimum stumpage values were used to compute the appraised price (10% of pond value).

**TIMBER AUCTION LOCATION** – The timber auction will be held at the Medford Inter-agency Office, located at 3040 Biddle Road, Medford, Oregon, at 9:00 a.m. on Thursday, September 15, 2011.

**Bidders will be restricted to bidding on a unit (MBF) rate of the Douglas-fir volume. All other species will be sold at appraised price per unit (MBF). The minimum bid increment will be \$0.10 per MBF.**

CRUISE INFORMATION - Douglas-fir, White fir, Western Hemlock have been cruised using the 3-P sampling methods to select sample trees. Maps showing the location and description of these sample trees are available at the Medford District Office. The sample trees have been measured using the volt system of measurement, and the volume expanded to a total sale volume.

The volume of Sugar pine, Ponderosa Pine, and Incense Cedar in this sale has been derived

from Sample Tree Random (STR) cruise using form class tables for estimating board foot volume of trees in 16-foot logs.

With respect to merchantable trees of all conifer species: the average tree is 16.7 inches DBHOB; the average gross merchantable log contains 80 bd. ft.; the total gross volume is approximately 4,135 M bd. ft; and 89% recovery is expected(Average DF is 16.8 inches DBHOB; average gross merchantable log DF contains 80 bd. ft.).

Bidders will be restricted to bidding on a unit (MBF) rate of the Douglas-fir volume. All other species will be sold at appraised price per unit (MBF). The minimum bid increment will be \$0.10 per MBF.

LOG EXPORT AND SUBSTITUTION RESTRICTIONS - All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber and is prohibited from use 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.

CUTTING AREA – Fifty Six (56) units containing five hundred and three (504) acres must be thinned, and seven (7) temporary road Right of way acres must be clear-cut.

CUTTING TIME - Contract duration will be thirty-six (36) months for cutting and removal of timber.

ACCESS - Access to the sale area is available via public roads and through the contract area using BLM Roads and Right-of-way and Road Use Agreement M2000 with Plum Creek, Indian Hill, Silver Butte, State of Oregon and United States Forest Service. Among other conditions, this agreement requires completion of an agreement between the Purchaser and Permittee.

ROAD MAINTENANCE - The Purchaser will be required to maintain all of the roads which he constructs plus 49.59 miles of existing roads. BLM will maintain 27.13 miles of road(s). The Purchaser will be required to pay a maintenance and rockwear fee of \$7.47 per MBF or a total of \$27,418.20 for the use of these roads.

SOIL DAMAGE PREVENTION - Pursuant to Section 25 of Form 5450-3, Timber Sale Contract, the Purchaser shall not operate or cause to have operated on the contract area any tractor-type logging equipment when soil moisture content at six (6) inch depth exceeds twenty five (25) percent by weight as determined by the oven dry method.

EQUIPMENT REQUIREMENTS - - A yarding tractor not greater than 9 feet in track width equipped with a integral arch and winch system capable of lining logs at least 75 feet (150 feet in special yarding areas). A tractor equipped with winged-toothed rippers. A skyline yarder capable of one end suspension of logs during in-haul and with a minimum lateral yarding capability of 75 feet while maintaining a fixed position of the carriage during lateral in-haul.

SLASH DISPOSAL - Slash disposal will consist of 150 acres of lop and scatter.

CONTRACT TERMINATION - 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;
2. Comply with a court order, or;
3. Protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Medford District Record of Decision (ROD) and Resource Management Plan (RMP), or;
4. Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP.

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.

PERFORMANCE BOND - A performance bond in the amount of 20% of the total purchase price will be required.

OTHER –

1. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
2. Various seasonal restrictions are placed on this sale.
  3. There is a 44 foot log length restriction.
4. Directional falling is required.
  5. Cleaning of equipment to eliminate noxious weed seeds is required prior to move-in of equipment onto federal lands.
6. Designated skid roads are required on all tractor units.
7. Ripping of temporary roads, and landings is required.
8. Dust abatement is required.
  9. Purchaser should be aware that logging residue reduction costs listed under SD-5 are in addition to costs assessed under SD-4. Refer to the appraisal for total assessed costs of logging residue reduction.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – From the town of Eagle Point, Head north approximately 3 miles to the junction of Hwy 62 and Hwy 234. Turn left onto Hwy 234 and proceed west for approximately 4 miles to the junction of Hwy 234 and Antioch road ( Rainey's Corner) . Turn right onto Antioch road and proceed north for approximately 7 miles to the junction of Antioch road and East Evans Creek road. Turn right on East Evans Creek road to reach the east side of the sale area and units 1-1, 1-2, 1-3, 1-4, 5-1E, 7-1E7-2E, 7-3E, 7-4E, 7-5E,7-6E, 7-7E, 9-1E, 9-2E, 9-3E, 9-4E, 9-5E, 33-1, AND 33-2. To access the west side of the sale area and the remaining units in the sale, turn left at the junction of Antioch road and East Evans Creek road and proceed west on East Evans Creek road for approximately 5 miles to the junction of East Evans Creek road and West Evans Creek road. Turn right onto West Evans Creek road and proceed for approximately 5 miles to the junction of West Evans Creek road and Rock Creek road (33-3-34.1). From this point the west side of the sale area can be accessed from the Rock Creek road system or by continuing along West Evans Creek road to Goolaway Gap. From the Goolaway Gap saddle turn right on to the 33-3-3 road and enter the west side of the sale area.

ENVIRONMENTAL ASSESSMENT - An environmental assessment (DOI-BLM-OR M050-2010-0002-EA) was prepared for this sale, and a Finding of No Significant Impact has been documented. This document is available for inspection as background for this sale at the Medford District Office.

# P R O S P E C T U S

ASHLAND RESOURCE AREA  
JACKSON MASTER UNIT

Medford Sale # OR110-TS11-20  
September 15, 2011 (CB)

#3 Cottonwood, Jackson County, O&C

BID DEPOSIT REQUIRED: **\$15,700.00**

All timber designated for cutting in N ½ SE ¼, SE ¼ SW ¼, SW ¼ SE ¼, Sec. 32, S ½ NE ¼, SE ¼ NW ¼, NE ¼ SW ¼, N ½ SE ¼, Sec. 33, T. 38 S., R. 3 E.; 2 Unnamed Lots, Sec. 4, 2 Unnamed Lots, S ½ NE ¼, Sec. 5, W ½ NE ¼, E ½ NW ¼, SE ¼, Sec. 9, Sec. 17, NE ¼ NE ¼, Sec. 19, W ½ NW ¼, N ½ SW ¼, SE ¼ SW ¼, Sec. 20, S ½ NE ¼, NE ¼ NW ¼, S ½ NW ¼, S ½, Sec. 21, SW ¼ NW ¼, Sec. 29, E ½ NE ¼, NE ¼ SE ¼, Sec. 30, N ½ NE ¼, NE ¼ NW ¼, Sec. 32, T. 39 S., R. 3 E. Willamette Meridian.

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Est. Volume CCF	Species	Est. Volume MBF 16' Log	Appr. Price Per MBF*	Est. Volume Times Appraised Price
13,826	1,748	3,953	White fir	2,300	\$31.50	\$72,450.00
5,064	703	1,598	Douglas-fir	895	\$92.10	\$82,429.50
256	27	65	Ponderosa pine	36	**\$26.40	\$950.40
35	3	8	Incense-cedar	3	\$198.10	\$594.30
19,181	2,481	5,624	<b>Totals</b>	<b>3,234</b>		<b>\$156,424.20</b>

\*Stumpage values have been determined by market value estimates and analytical appraisal methods were used to compute the appraised price. Additional information concerning the appraised price is available at the Medford Interagency Office.

\*\*Minimum stumpage values were used to compute the appraised price (10% of pond value).

**TIMBER AUCTION LOCATION** – The timber auction will be held at the Medford Interagency Office, located at 3040 Biddle Road, Medford, Oregon, at 9:00 a.m. on Thursday, September 15, 2011.

**Bidders will be restricted to bidding on a unit (MBF) rate of the White fir volume. All other species will be sold at appraised price per unit (MBF). The minimum bid increment will be \$0.10 per MBF.**

CRUISE INFORMATION - The Douglas-fir, white fir, and incense cedar have been cruised using the 3-P sampling method to select sample trees. The sample trees have been measured, utilizing the VOLT system of measurement, and the volume expanded to a total sale volume. A map showing the location and description of these sample trees is available at the Medford Interagency Office.

The volume of Ponderosa pine in this sale has been derived from Sample Tree Random (STR) cruise using form class tables for estimating board foot volume of trees in 16-foot logs.

With respect to merchantable trees of all conifer species: the average tree is 15.1 inches DBHOB; the average gross merchantable log contains 54.8 bd. ft.; the total gross volume is approximately 3919 M bd. ft; and 83% recovery is expected. (Average DF is 14.2 inches DBHOB; average gross merchantable log DF contains 59 bd. ft.)

Bidders will be restricted to bidding on a unit (MBF) rate of the White Fir volume. All other species will be sold at appraised price per unit (MBF). The minimum bid increment will be \$0.10 per MBF.

LOG EXPORT AND SUBSTITUTION RESTRICTIONS - All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber and is prohibited from use 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.

CUTTING AREA – Thirty (30) units containing 721 acres must be partial cut. A right-of-way containing 4 acres must be clear-cut.

CUTTING TIME - Contract duration will be 36 months for cutting and removal of timber.

ACCESS - Access to the sale area is available via a public road through the contract area and existing BLM roads.

ROAD MAINTENANCE - The Purchaser will be required to maintain all of the roads which he constructs plus 5.80 miles of existing BLM road. BLM will maintain 17.41 miles of roads listed in Section 41(C)(3). The Purchaser will be required to pay a maintenance fee of \$ 1.82 per MBF or a total of \$5871.63 for the use of these roads.

ROAD CONSTRUCTION - The contract will require the Purchaser to construct 60+90 stations of road. Additional information is available in the timber sale prospectus.

SOIL DAMAGE PREVENTION - Pursuant to Section 25 of Form 5450-3, Timber Sale Contract, the Purchaser shall not operate or cause to have operated on the contract area any tractor-type logging equipment when soil moisture content is high as determined by the Authorized Officer. The Purchaser shall construct motor vehicle barricades on all primary skid roads which intersect any haul roads; water bar all skid trails; and mulch and seed fill slopes on the newly constructed landings fill slope.

EQUIPMENT REQUIREMENTS - LOGGING: A yarding tractor not greater than 9 feet wide as measured from the outer edges of standard width shoes and equipped with an integral arch and a winch for lining logs seventy-five (75) feet. A skyline yarder capable of one-end suspension with a minimum lateral yarding capability of seventy-five (75) feet while maintaining a fixed position during inhaul.

SLASH DISPOSAL - Slash disposal will consist of Hand Piling.

CONTRACT TERMINATION - A 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 comply with a court order, or protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Medford District Record of Decision (ROD) and Resource Management Plan (RMP). 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.

PERFORMANCE BOND - A performance bond in the amount of 20% of the total purchase price will be required.

OTHER -

1. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
2. Winter hauling may be allowed. Refer to stipulations L-18 and E-1 in the contract for more information.
3. Harvester-forwarder operations may be allowed. Refer to stipulation L-7MC in the contract for more information.
4. Tractor yarding or harvester-forwarder operations may be allowed in winter conditions. Refer to stipulation L-7MC in the contract for more information.
5. A historical split rail fence in T38S R3E Sec. 20 must be directionally felled away from and protected.
6. In units 32-5A and 32-5B there is a special yarding area where equipment shall be excluded and bull lining methods shall be used for wood extraction.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – From Ashland, proceed 16.8 miles East on highway OR-66/Green Springs Highway. Turn left onto East Hyatt Lake Road and proceed approximately 3 miles to the project area.

ENVIRONMENTAL ASSESSMENT - An environmental assessment (DOI-BLM-OR-M060-2011-0003-EA) was prepared for this sale, and a Finding of No Significant Impact has been documented. This document is available for inspection as background for this sale at the Medford Interagency Office.