

This Advertisement includes:

Date Mailed:
May 28, 2014

(Order of Auction)

1. Musty Evans ORM05-TS-14-08

Sale Date:
June 26, 2014

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

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 his representative, at the Bureau of Land Management Medford Interagency Office, 3040 Biddle Road, Medford, Oregon, telephone (541) 618-2200. The timber sale will commence at 9:00 a.m. on Thursday, June 26, 2014, 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 Grants Pass Daily Courier and the Medford Mail Tribune on or about May 29, 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 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.

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 5430-11, 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 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-ORM050-2010-0002-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

THIS IS A DESIGNATION BY PRESCRIPTION SCALE-SALE

BUTTE FALLS RESOURCE AREA
JACKSON MASTER UNIT

Medford Sale # ORMO5-TS14-08
June 26, 2014 (TG)

4 MUSTY EVANS (5900) Jackson County, O&C

BID DEPOSIT REQUIRED: \$29,100.00

All timber designated for cutting in Govt. Lot 2, 3, Section 34, Govt. Lot 2,3,4, Section 35 T.32S., R.3 W, Govt Lot 2,3, SW¼SW¼, Section 3, Govt. Lot 4, Section 4, Govt. Lot 2,3,4, SE¼NW¼, SW¼NE¼, E½SW¼, NE¼SE¼, S½SE¼, Section 5, NE¼NE¼, NW ¼, Section 9, W½NE ¼, SE¼NE¼, Section 17, W½NE¼, SE¼NE¼, Section 33 T.33S, R.3 W, NW¼ Section 23 T.33S, R.4 W, Govt. Lot 1,2, SE¼ NE¼, E½SE¼, Section 1, SW¼NW¼, NW¼SW¼, Section 11 T.34S, R.4 W, Govt. Lot 4, SW¼NW¼, NW¼SW¼, Section 1, SW¼, S½SE¼, Section 3, E½SW¼, NW¼SE¼, E½SE¼, Section 7, N½SW¼, SE¼SW¼, SW¼SE¼ Section 9, NE¼NW¼, NW¼NE¼, Section 10 T.35S, R.3 W, Willamette Meridian.

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Species	Est. Volume MBF 16' Log	Appr. Price Per MBF*	Est. Volume Times Appraised Price
11,193	3,460	Douglas-fir	4,262	\$62.10	\$264,670.20
891	311	White fir	378	\$52.00	\$19,656.00
451	37	Incense-cedar	50	\$38.80	\$1,940.00
205	51	Western Hemlock	60	\$53.50	\$3,210.00
227	24	Ponderosa pine	31	\$31.40	\$973.40
4	2	Sugar pine	3	\$27.00	\$81.00
12,971	3,885	Totals	4,784		\$290,530.60

*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).

CRUISE INFORMATION - Maps showing the location and description of plots are available at the Medford District Office.

The sampling methods for DF, WF, IC, WH, and PP was fixed plot sampling in all units, except units 1-1N, 23-1A, and 23-1B, where DF, WF, IC, and SP were 100% cruised.

With respect to merchantable trees of all conifer species: the average tree is 18.9 inches DBHOB; the average gross merchantable log contains 88 bd. ft.; the total gross volume is approximately 5,129 M bd. ft; and 91% recovery is expected (Average DF is 19.0 inches DBHOB; average gross merchantable log DF contains 88 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 – Thirty (30) units containing Three Hundred and Twenty six (326) acres must be thinned, and Six (6) helicopter landing 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, via existing BLM roads; via Right-of-Way and Road Use Agreement M-660K with System Global Timberlands, LLC; via Right-of-Way and Road Use Agreement M-660J with AP Timber, LLC; via Right-of-Way and Road Use Agreement M-2000D with Juniper Properties, LLC; via Right-of-Way and Road Use Agreement M-2000E with Indian Hill, LLC, via Right-of-Way and Road Use Agreement M-2000EA with Perpetua Forest Company, via Right-of-Way and Road Use Agreements M-2000F with Plum Creek Timberlands, LP, and via agreement #835 with the Forest Service. Among other conditions, Agreement M-660K with System Global Timberlands, LLC requires that the Purchaser pay a maintenance and rockwear fee of \$1.46 per MBF per mile for the use of the 35-3-28.01 A road, road maintenance to be performed by the Purchaser on the 35-3-28.01 D road, and completion of an agreement between the Purchaser and System Global Timberlands, LLC. Among other conditions, agreement M-2660J with AP Timber, LLC requires completion of a license agreement between the Purchaser and AP Timber, LLC and road maintenance to be performed by the Purchaser. Among other conditions, agreement M-2000D with Juniper Properties, LLC requires completion of a license agreement between the Purchaser and Juniper Properties, LLC and road maintenance to be performed by the Purchaser. Among other conditions, agreement M-2000E with Indian Hill, LLC requires completion of a license agreement between the Purchaser and Indian Hill, LLC and road maintenance to be performed by the Purchaser. Among other conditions, agreement M-2000EA with Perpetua Forest Company requires completion of a license agreement between the Purchaser and Perpetua Forest Company and road maintenance to be performed by the Purchaser. Among other conditions, agreement M-2000F with Plum Creek Timberlands, LP requires completion of a license agreement between the Purchaser and Plum Creek Timberlands, LP and road maintenance to be performed by the Purchaser. Among other conditions, agreement #835 with the Forest Service requires completion of a license agreement between the Purchaser and the Forest Service and payment of a road maintenance fee of \$0.37 per thousand board feet log scale per mile, for the use of the FS 3229-200 and FS 3231-600 roads and a Special Use Permit (\$224.00) for the use of and construction of two helicopter landings from the Umpqua National Forest.

ROAD MAINTENANCE - The Purchaser will be required to maintain approximately 6.98 miles of existing BLM, Forest Service, and private control roads as described in Section 42, RC-2a (C)(5). The BLM will maintain approximately 60.54 miles of existing BLM and private roads as described in Section 42, RC-2 (C)(4). For Purchaser maintained roads, the Purchaser shall pay a rockwear fee (\$0.49/Mbf/Mile) for all aggregate surface roads with the exception of the FS3229-200 and FS3231-600 roads. The Purchaser shall pay a rockwear fee of \$0.37/Mbf/Mile for the FS3229-200 and FS3231-600 roads.. For BLM maintained roads, the Purchaser shall pay a road maintenance fee for all BST roads (\$0.71/Mbf/Mile) and natural surface roads (\$0.76/Mbf/Mile for allocated roads or \$0.97/Mbf/Mile for non-allocated roads) and a rockwear and road maintenance fee (\$1.25/Mbf/Mile for allocated roads or \$1.46/Mbf/Mile for non-allocated roads) for all aggregate surface roads. For third party maintained roads, the Purchaser shall pay a rockwear and road maintenance fee of \$1.46/Mbf/Mile. There is also an added allotment of \$13,568.12 for close out road maintenance requirements (Exhibit D).

SOIL DAMAGE PREVENTION - Pursuant to Section 26 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. 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. A helicopter equipped with a dropline with a minimum length of 150 feet and capable of lifting logs vertically to a height above adjacent trees without horizontal movement.

SLASH DISPOSAL - Slash disposal will consist of 100 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 for all cat and skyline units.
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 all newly constructed helicopter 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.
 10. **Contact the BLM at 541-618-2265 at least one day prior to accessing private land in T.35S. R.3W. Section 7 to assess proposed helicopter landing and adjacent harvest units.**
 11. **Access to units 35-3-3-6, and 35-3-10-3 (via Sardine Creek) will require gate keys for access. Keys will be available at the Medford BLM District Office front desk located at 3040 Biddle Rd Medford, OR (541) 618-2200.**

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – From the town of Eagle Point, Proceed north on highway 62 approximately 3 miles to the junction of Highways 62 and 234. Turn left onto Highway 234 and proceed west for approximately 4 miles to 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 left onto East Evans Creek road and proceed west for approximately 5 miles to the junction of East Evans Creek road and West Fork Evans Creek road.

North sale area:

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 north 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.

1. Rock Creek road system: Follow rock creek road for approximately 7 miles and enter sale area via road number 33-3-3.
2. West Fork Evans Creek road system: Proceed west on West Fork Evans Creek road to Goolaway Gap saddle turn right on to the 33-3-3 road and enter the sale area.

South sale area:

From the junction of West Fork Evans Creek and East Evans Creek Road proceed south west for approximately 5 miles to the junction of East Evans Creek road and BLM road number 35-3-7 (Murphy Gulch). Turn left on the 35-3-7 road and continue south across Evans Creek and into the south sale area.

ENVIRONMENTAL ASSESSMENT - An environmental assessment (DOI-BLM-ORM050-2010-0019-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.