

This Advertisement includes:

Date Mailed:
June 25, 2014

(Order of Auction)

1. Burnt Rattler Salvage ORM07-TS14-11 (SBA Set Aside, Scale Sale)
2. Rockstar ORM07-TS14-12 (SBA Set Aside, Scale Sale)
3. Rogue Cow ORM07-TS14-13 (Scale Sale)

Sale Date:
July 24, 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 Grants Pass Interagency Office, 2164 NE Spalding Ave, Grants Pass, Oregon, telephone (541) 618-6500. The timber sale will commence at 9:00 a.m. on Thursday, July 24, 2014, at the Grants Pass Interagency Office, 2164 NE Spalding Ave, 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, Roseburg News Review and the Medford Mail Tribune on or about June 26, 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.

***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 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-OR-M070-2014-006-EA for Burnt Rattler Salvage, Rockstar Salvage and Rogue Cow Salvage was prepared for these timber sales, 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.

PROSPECTUS

DxP SCALED SALE

****SBA SET ASIDE****

GRANTS PASS RESOURCE AREA
JOSEPHINE MASTER UNIT

Medford Sale # ORM07-TS14-11
July 24, 2014 (SQF)

- #1. Burnt Rattler Salvage, BID DEPOSIT REQUIRED: \$79,700.00
Douglas & Josephine Counties, O&C and P.D.

All timber designated for cutting in SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ Section 9; W $\frac{1}{2}$ SW $\frac{1}{4}$ Section 10, NW $\frac{1}{4}$, SW $\frac{1}{4}$ Section 11; Lot 5, Lot 6, Lot 11, Lot 12, Lot 14, Lot 15 Section 13; S $\frac{1}{2}$ NE $\frac{1}{4}$ Section 14; NE $\frac{1}{4}$, NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 15; NE $\frac{1}{4}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ Section 23; NW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ Section 25; NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 26; S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ Section 27, T. 33 S., R. 7 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
19,056	6,007	Douglas-fir	7,444	\$102.60	\$763,754.40
1,070	921	Sugar Pine	1,117	\$17.10	\$19,100.70
598	751	Ponderosa Pine	901	\$15.10	\$13,605.10
2	1	Incense cedar	1	\$104.20	\$104.20
20,726	7,680	Totals	9,463		\$796,564.40

*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.

**This is an SBA Set-Aside timber sale. Bidding is limited to small business concerns as defined by the Small Business Act, §3, 72 Stat. 384, 15 U.S. Code 632, and the regulations of the Small Business Administration, Title 13, Code of Federal Regulations, Part 121, as amended.

TIMBER AUCTION LOCATION – The timber auction will be held at the Grants Pass Inter-agency Office, located at 2164 NE Spalding Ave., Grants Pass, Oregon, at 9 a.m. on Thursday, July 24, 2014.

CRUISE INFORMATION – The timber has been cruised using the PCMTRE sampling method to select sample trees. The sample trees have been cruised with the aid of a Relaskope and their 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 timber volumes for the blue marked trees along road 33-7-11.0 were based on a 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs.

All 9,463 mbf of the sale volume is salvage material. With respect to merchantable trees of all conifer species: the average tree is 22.7 inches DBHOB; the average gross merchantable log contains 154 bd. ft.; the total gross volume is approximately 13,837 M bd. ft; and 68% recovery is expected. (Average DF is 21.9 inches DBHOB; average gross merchantable log DF contains 137 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 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 two (32) units containing three hundred eighty three (383) acres must be clear cut, and one (1) unit containing six (6) acres must be partial cut. This includes six (6) right-of-ways.

CUTTING TIME - Contract duration will be twenty four (24) months for cutting and removal of timber.

ACCESS - Access to the sale area is available via State and County public roads, an existing BLM road system, and a segment of road falling under the Right-of-Way and Road Use Agreement M-887B with Plum Creek Timberlands, LP. Among other conditions, this agreement requires road maintenance to be performed by the Purchaser on roads listed in Exhibits C & D used for timber haul, **a performance bond of \$10,000** per the Right-of-Way and Road Use Agreement M-887B with Plum Creek Timberlands, LP, as well as the completion and execution of two License Agreements between (1) the Purchaser and Plum Creek Timberlands, LP and (2) the Purchaser and Josephine County Forestry Department.

ROAD MAINTENANCE - The Purchaser will be required to maintain all of the spurs and temporary routes which he constructs plus 10.89 miles of existing BLM & Industry controlled roads. The BLM will maintain 7.67 miles of the existing roads. The Purchaser will be required to pay a maintenance and rockwear fee of \$1.25 per MBF per mile for the use of the BLM maintained roads (*estimated amount of \$47,034.19*). The Purchaser will also be required to pay a rockwear fee of \$0.49 per MBF per mile for the use of the Purchaser maintained roads (*estimated amount of \$6,749.95*).

ROAD CONSTRUCTION - The contract will require the Purchaser to construct 40.7 stations/0.77 miles of new temporary route. Additional information is available in the timber sale prospectus.

SOIL DAMAGE PREVENTION – Pursuant to Section 26 of Form 5450-4, Timber Sale Contract, the Purchaser shall not conduct mechanical ground-based harvesting, ground-based yarding, skid trail and landing rehabilitation, temporary route construction, temporary route reconstruction, or temporary route decommissioning in all harvest units, or skyline based yarding with one-end suspension in harvest units 9-5, 10-1, 11-2 (west of Rx change line), 13-2, 13-4, 13-4A, 13-6, 14-2, 15-1A, 15-1B, 23-1A south, 23-2A north, 23-2B, 23-2C, 23-3B, 23-4A, 23-7, 23-10C south, 25-2A, and 27-B between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If wetting winter rains have not occurred; the weather forecast is monitored daily; all winterization actions can reasonably occur prior to the season ending storm event; 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 rills and ruts along equipment tracks, then 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 26 of Form 5450-4, Timber Sale Contract, the Purchaser shall not conduct any haul on natural surface and rocky roads on the Contract Area between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If the Authorized Officer determines that hauling would not result in road damage or the transport of sediment to nearby stream channels based on soil moisture conditions or rain events, the Contracting Officer may approve a conditional waiver for hauling. If soil moisture conditions or rain events are anticipated to cause impacts to roads or stream water quality resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

EQUIPMENT REQUIREMENTS – A shovel or track mounted hydraulic excavator with a hydraulic thumb or rotating controllable grapple head equipped with an arm capable of reaching twenty (20) feet and Oregon OSHA-approved rollover protection (required for Unit 15-2A only). 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; capable of multi-span; and capable of an external yarding distance of one thousand five hundred (1,500) feet slope distance. A yoder capable of one-end suspension with a minimum lateral yarding capability of seventy five (75) feet while maintaining a fixed position during inhaul (required for Unit 23-2B only). A helicopter equipped with a dropline with a minimum length of one hundred fifty (150) feet.

SLASH DISPOSAL - Slash disposal within the harvest units will consist of a combination of lop and scatter, yum yarding hardwoods, machine pile and cover machine piles, machine pile burn, hand pile and cover hand piles, hand pile burn, cover and burn landing decks, and chip landing decks as described in SD-5 of the Special Provisions. Hand pile and/or machine pile and cover slash located in harvest units within one hundred (100) feet of roads where it coincides with a harvest unit boundary. Lop and scatter the rest of the area within units. A post logging assessment shall be conducted to determine final slash treatment needs in all units. The initial appraisal prescribed three hundred nine (309) acres of lop and scatter, eighty five (85) acres of yum yarding hardwoods, fifty (50) acres of hand pile and cover hand piles, fifty (50) acres of hand pile burn and mop up, twenty six (26) acres of machine pile and cover piles, twenty six (26) acres of machine pile burn and mop up, forty four (44) acres of cover and burn landing piles, and two (2) acres of chipping landing piles.

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. 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. In cable and ground based yard units, all trees designated for cutting shall be whole tree yarded or yarded with tops attached unless tops are needed in contour felling areas or are needed to meet coarse woody debris (CWD) requirements as determined by the

Authorized Officer.

3. All leave trees will be selected by the Purchaser through Designation by Prescription (DxP) criteria as outlined in Exhibit E, except for roadway hazard trees along BLM road 33-7-11.0 which will be blue marked (for cut tree removal) by the BLM.
4. In ground based yard units, the Purchaser may use a mechanical harvester, feller-processor, or feller buncher with approval of the Authorized Officer. The machine must have a boom with a lateral reach of at least twenty (20) feet. See Special Provision L-7 for more details.
5. In harvest units 9-4, 11-2, 15-1A, 23-2A north, and 25-1A on approximately eighty five (85) acres all hardwood trees between eight (8) inches diameter and sixteen (16) inches diameter at the large end exceeding six (6) feet in length shall be yarded and decked at the location shown on Exhibit S.
6. In harvest units 10-1, 11-2, 13-2, 13-4, 13-4A, 15-1A, 15-4B, 23-2A, 23-2B, 23-3A, 23-4B, and 25-2A as shown on Exhibit A, all trees needed to meet Contour Felling Exhibit F and not reserved shall be felled parallel to the contour of the slope unless waived by the Authorized Officer. See Special Provision L-15 and Exhibit F for more details.
7. No harvest operations within units 9-4, 9-5, 9-9, 15-1A, 15-4C, and 23-6B shall be conducted between March 1 and June 30 of the same calendar year, both days inclusive. This restriction shall not apply if it can be shown from northern spotted owl protocol surveys conducted by the BLM in accordance with accepted standards that owl nesting and/or fledging activities are not occurring during the year and/or time of harvest. See Special Provisions L-18a and E-6 for more details.
8. No harvest operations within harvest units 9-4, 9-9, 23-1A north, 23-2A south and portion of 11-2 (east of Rx change line) between October 15 of one calendar year and May 15 of the following calendar year both days inclusive for **talus soil restrictions**. Purchaser may request in writing, a conditional waiver of this restriction. If wetting winter rains have not occurred; the weather forecast is monitored daily; 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 ribbons and ruts along equipment tracks, then the Contracting Officer may approve a conditional waiver.
9. The use of the helicopter landing on the 33-7-13.7 road in T.33S, R.7W, Sec. 24 on Josephine County land and cable corridors that cross Josephine County land in T.33S, R.7W, Sec. 24 for unit 23-7 shall comply with the terms and conditions given in the crossing plat and Right-of-Way and Road Use Agreement M-1538 with Josephine County Forestry Department.
10. Be aware that there are Wolf Pup timber sale units adjacent to Burnt Rattler units and within the Burnt Rattler sale area. The Wolf Pup timber sale is already sold and currently under contract.
11. The purchase of this salvage timber entitles the Purchaser to volume-for-volume and contract term-for-contract term extensions without reappraisal of qualifying Federal Timber Sale contracts for green timber held by the Purchaser.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA –

To access harvest units 9-4, 9-5, 9-9, 10-1, 11-2, 13-2, 13-4, 13-4A, 13-6, 14-2, 15-1A, 15-1B, 15-2A, 15-4A, 15-4B, 15-4C, 23-1A, 23-2A, 23-2B, 23-2C, 23-3A, 23-3B, 23-4A, 23-4B, 23-7, and 23-10C and roadside hazard trees along BLM Rd# 33-7-11.0: From Interstate 5, take exit 80

toward Glendale. Turn left onto Glendale Valley Rd. Continue onto Sether Ave. Sether Ave. turns slightly left and becomes Gilbert Ave. Turn left onto Molly St. Turn right onto Pacific Ave. Pacific Ave. becomes Mt. Rueben Rd. Continue on Mt. Rueben Rd. for about 4 miles, and then turn left onto Rattlesnake Creek Rd. (BLM Rd. # 33-7-2.1) which becomes Upper Rattlesnake Rd. (BLM Rd. # 33-7-13.0) to reach Rattlesnake Ridge and access units.

To access harvest units 23-6A, 23-6B, and 27-B: From Interstate 5, take exit 71 toward Sunny Valley. Turn right onto Lariat Dr. Turn left onto Leland Rd. Turn right onto Lower Grave Creek Rd. Cross the bridge and turn left to stay on Lower Grave Creek Rd. Turn right onto Fall Creek Rd. (BLM Rd. # 33-7-36.0). Stay left onto Upper Falls Creek Rd (BLM Rd. # 33-7-35.0). Continue on BLM Rd. # 33-7-35.0 to access unit 27-B or take a left onto Dry Poorman Rd. (BLM Rd. # 33-7-35.1).

To access harvest units 25-1A and 25-2A: From Interstate 5, take exit 71 toward Sunny Valley. Turn right onto Lariat Dr. Turn left onto Leland Rd. Turn right onto Lower Grave Creek Rd. Cross the bridge and turn right onto Lower Wolf Creek Rd. Turn left onto Sugar Hook Rd. (BLM Rd. # 33-7-36.1).

ENVIRONMENTAL ASSESSMENT - An environmental assessment DOI-BLM-OR-M070-2014-006-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

DxP SCALED SALE

****SBA SET ASIDE****

GRANTS PASS RESOURCE AREA
JOSEPHINE MASTER UNIT

Medford Sale # ORM07-TS14-12
July 24, 2014 (SQF)

#1. Rockstar Salvage,
Douglas & Josephine Counties, O&C

BID DEPOSIT REQUIRED: \$96,000.00

All timber designated for cutting in Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, E½SW¼, NW¼SE¼ Section 3; N½SE¼, SW¼SE¼, Section 7; N½NE¼, SW¼NE¼, NE¼NW¼, S ½ NW¼, N½SW¼, SW¼SW¼ Section 9; SW¼NW¼, W½SW¼ Section 15; NE¼, SE¼ Section 17; NE¼, NW¼, SW¼, N½SE¼, SE¼SE¼ Section 21; W½NE¼, S½NW¼, N½SW¼, SW¼SW¼, NE¼SE¼ Section 29, T. 33 S., R. 7 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
19,808	8,468	Douglas-fir	10,148	\$89.80	\$911,290.40
901	932	Ponderosa Pine	1,108	\$21.80	\$24,154.40
446	604	Sugar Pine	726	\$28.70	\$20,836.20
186	72	Incense Cedar	91	\$40.80	\$3,712.80
21,341	10,076	Totals	12,073		\$959,993.80

*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.

**This is an SBA Set-Aside timber sale. Bidding is limited to small business concerns as defined by the Small Business Act, §3, 72 Stat. 384, 15 U.S. Code 632, and the regulations of the Small Business Administration, Title 13, Code of Federal Regulations, Part 121, as amended.

TIMBER AUCTION LOCATION – The timber auction will be held at the Grants Pass Inter-agency Office, located at 2164 NE Spalding Ave., Grants Pass, Oregon, at 9 a.m. on Thursday, July 24, 2014.

CRUISE INFORMATION – The timber has been cruised using the PCMTRE sampling method to select sample trees. The sample trees have been cruised with the aid of a Relaskope and their 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 timber volumes were based on a variable plot cruise in Units 1 through 13, and a 100% cruise in the right-of-way areas of the Roads to be Constructed and Special Mark areas, using form class tables for estimating board foot volume of trees in 16-foot logs. Approximately 100% of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is 23.0 inches DBHOB; the average log contains 178 bd. ft.; the total gross volume is approximately 15,537 MBF; and 78% recovery is expected. This cruise information is given for informational purposes only and the contract price and volume will be determined by a scale using eastside scribner.

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 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 – Thirteen (13) units containing four hundred twenty six (426) acres must be clear cut, nineteen (19) acres of Special Mark must be clear cut, and eight (8) acres of rights-of-way must be clear cut.

CUTTING TIME - Contract duration will be twenty four (24) months for cutting and removal of timber.

ACCESS AND ROAD MAINTENANCE - Access is provided on Plum Creek Timberlands LP roads, Roseburg Lumber Co. roads and Bureau of Land Management controlled roads. In the use of Bureau of Land Management controlled roads – Bureau of Land Management Maintenance, the Purchaser shall pay the Government a road maintenance obligation of one hundred five thousand seven hundred twenty-eight and 50/100 dollars (\$105,728.50) for timber and mineral haul.

In the use of Bureau of Land Management controlled roads – Purchaser Maintenance, the Purchaser will be required to perform maintenance on approximately 5.72 miles of renovated and constructed roads and pay the Government a road maintenance obligation for rockwear of two thousand five hundred sixty-eight and 30/100 dollars (\$2,568.30) for timber and mineral haul.

In the use of Plum Creek Timberlands LP controlled roads – Bureau of Land Management maintenance, the Purchaser shall enter into a license agreement with Plum Creek Timberlands LP and carry liability insurance with limits of \$1,000,000/\$1,000,000/1,000,000, and a performance bond in the sum of \$5,000.00 for timber and mineral haul.

In the use of Roseburg Lumber Co. controlled roads – Purchaser maintenance, the Purchaser shall enter into a license agreement with Roseburg Lumber Co, and be required to perform maintenance on approximately 0.14 miles of renovated roads and carry liability insurance with limits of \$1,000,000/\$1,000,000/1,000,000, and a performance bond in the sum of \$5,000.00 for timber and mineral haul.

Purchaser maintenance shall include frequent blading and shaping of road surface; ditch, culvert, and catch basin cleaning; removal of minor slides and other debris. Roads shall be left in a condition to withstand adverse weather at the end of the seasonal operations.

ROAD CONSTRUCTION AND RENOVATION- The purchaser will be required to do all work set forth below. The purchaser shall supply all materials unless otherwise indicated.

1. Construction:

Road Y1, 395 feet, 14-foot subgrade with 1-foot ditch
Surfacing – Natural surfacing

Road Y2, 165 feet, 14-foot subgrade
Surfacing – Natural surfacing

Road R3, 330 feet, 14-foot subgrade
Surfacing – Natural surfacing

Road L-32, 355 feet, variable subgrade
Surfacing – Natural surfacing

Road P3, 1,305 feet, 14-foot subgrade
Surfacing – Natural surfacing

Road P4, 3,560 feet, 14-foot subgrade with 1-foot ditch
Surfacing – Natural surfacing

Road P5, 100 feet, 14-foot subgrade
Surfacing – Natural surfacing

Road P6, 800 feet, 14-foot subgrade
Surfacing – Natural surfacing

Road P7, 195 feet, 14-foot subgrade
Surfacing – Natural surfacing

Road P8, 820 feet, 14-foot subgrade (with 1-foot ditch Sta 4+00 to Sta 8+00)
Surfacing – Natural surfacing

Road P9, 1,095 feet, 14-foot subgrade with 1-foot ditch
Surfacing – Natural surfacing

2. Renovation:

Road 33-7-3.1, MP 0.00 - 0.15, 792 feet, 16-foot subgrade with 2-foot ditch.
Surface blading and compacting; roadside brushing; clean culverts, clean catch basins, clean ditches.

Road 33-7-21.0, MP 0.00-2.98, 15,734 feet, 16-foot subgrade with 2-foot ditch.
Surface blading and compacting; roadside brushing; clean culverts, clean catch basins, clean ditches.

Road 33-7-21.3, MP 0.00-0.08, 422 feet, 16-foot subgrade with 2-foot ditch.
Surface blading and compacting; roadside brushing; clean culverts, clean catch basins, clean ditches.

Road 33-7-21.3, MP 0.08-0.19, 580 feet, 16-foot subgrade with 1-foot ditch.
Surface blading and compacting; roadside brushing; ditch restoration; clearing and grubbing as necessary.

Road 33-7-29.1, MP 0.00-0.11, 580 feet, 16-foot subgrade with 2-foot ditch.
Surface blading and compacting; roadside brushing; clearing and grubbing as necessary for

helicopter landing.

Road R₁, MP 0.00-0.16, 845 feet, 16-foot subgrade.

Surface blading and compacting; roadside brushing; clearing and grubbing with embankment excavation as necessary for road widening (MP 0.11-0.16).

3. Estimated Quantities:

Clearing:

7.6 acres of new construction

Excavation:

14,059 cubic yards of common

Culvert and Flume:

48 feet of 18 inch CPP

Additional information is available in the timber sale prospectus.

SOIL DAMAGE PREVENTION – Pursuant to Section 26 of Form 5450-4, Timber Sale Contract, the Purchaser shall not conduct mechanical ground-based harvesting, ground-based yarding, skid trail and landing rehabilitation, temporary route construction, temporary route reconstruction, or temporary route decommissioning in all harvest units, or skyline based yarding with one-end suspension in harvest units 1, 2, 3, 5, 6, 7, 8, 9, 10, and roadside hazard tree Special Mark Areas, as shown on Exhibit A between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If wetting winter rains have not occurred; the weather forecast is monitored daily; all winterization actions can reasonably occur prior to the season ending storm event; 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 ribbons and ruts along equipment tracks, then 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 26 of Form 5450-4, Timber Sale Contract, the Purchaser shall not conduct any haul on natural surface and rocked roads on the Contract Area between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If the Authorized Officer determines that hauling would not result in road damage or the transport of sediment to nearby stream channels based on soil moisture conditions or rain events, the Contracting Officer may approve a conditional waiver for hauling. If soil moisture conditions or rain events are anticipated to cause impacts to roads or stream water quality resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

Pursuant to Section 26 of Form 5450-4, Timber Sale Contract, the Purchaser shall not conduct one-end suspension cable yarding **in slope restricted portions of harvest units 1, 2, 3, 5, 7, as shown on Exhibit G** between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If yarding can be accomplished using full suspension, then the Contracting Officer may approve a conditional waiver.

EQUIPMENT REQUIREMENTS –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; capable of multi-span; and capable of an external yarding distance of one thousand five hundred (1,500) feet slope distance. A helicopter equipped with a dropline with a minimum length of one hundred fifty (150) feet.

SLASH DISPOSAL - Slash disposal within the harvest units will consist of a combination of lop and scatter, yum yarding hardwoods, hand pile and cover hand piles, hand pile burn, and cover and burn landing decks as described in SD-5 of the Special Provisions. Hand pile and cover slash located in harvest units within one hundred (100) feet of roads where it coincides with a harvest unit boundary. Lop and scatter the rest of the area within units. A post logging assessment shall be conducted to determine final slash treatment needs in all units. The initial appraisal prescribed three hundred fifty nine (359) acres of lop and scatter, thirty six (36) acres of yum yarding hardwoods in unit 5, fifty six (56) acres of hand pile and cover hand piles, fifty six (56) acres of hand pile burn and mop up, thirty four (34) acres of cover and burn landing piles.

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. 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. In cable and ground based yard units, all trees designated for cutting shall be whole tree yarded or yarded with tops attached unless tops are needed in contour felling areas or are needed to meet coarse woody debris (CWD) requirements as determined by the Authorized Officer.
3. All leave trees will be selected by the Purchaser through Designation by Prescription (DxP) criteria as outlined in Exhibit F, except for roadway hazard trees Special Mark Areas along BLM roads 33-7-3.0, 33-7-7.0, and 33-7-21.0 which will be blue marked (for cut tree removal) by the BLM.
4. In ground based yard units, the Purchaser may use a mechanical harvester, feller-processor, or feller buncher with approval of the Authorized Officer. The machine must have a boom with a lateral reach of at least twenty (20) feet. See Special Provision L-7 for more details.
5. In the **Special Yarding Area of harvest unit 5** as shown on Exhibit A, all hardwood trees between eight (8) inches diameter and sixteen (16) inches diameter at the large end exceeding six (6) feet in length shall be yum yarded and decked along BLM road 33-7-32.0.
6. In harvest units 1, 2, 3, 4, 5, 6, 7, 10, 11, and 13 as shown on Exhibit G, all trees needed to meet Contour Felling Exhibit J and not reserved shall be felled parallel to the contour of the slope unless waived by the Authorized Officer. See Special Provision L-15, Exhibit G, and Exhibit J for more details.

7. No harvest operations within the **Restricted Operating Areas in units 1, 11, and Special Mark Area along BLM Roads 33-7-3.0 & 33-7-21.0 as shown on Exhibit A**, shall be conducted between March 1 and June 30 of the same calendar year, both days inclusive. This restriction shall not apply if it can be shown from northern spotted owl protocol surveys conducted by the BLM in accordance with accepted standards that owl nesting and/or fledging activities are not occurring during the year and/or time of harvest. See Special Provisions L-18a and E-6 for more details.
8. No harvest operations within **talus portions of harvest units 1, 2, 3, 6, and 7 as shown on Exhibit G** between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If wetting winter rains have not occurred; the weather forecast is monitored daily; 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, then 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.
9. In unit 1, there are special measures needed to maintain the mining ditch as shown on Exhibit G. See Special Provision L-7MC cable yarding table for more details. Additionally, do not place handpiles within twenty five (25) feet of the mining ditch.
10. The purchase of this salvage timber entitles the Purchaser to volume-for-volume and contract term-for-contract term extensions without reappraisal of qualifying Federal Timber Sale contracts for green timber held by the Purchaser.
11. Appendix C1 (Plan and Profile Sheets) and Appendix C2 (Road Plan Maps) are available upon request.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA –

The Rockstar Salvage Timber Sale is located approximately 6 air miles from Glendale, Oregon. From Glendale, travel approximately 4.5 miles on Mt. Ruben Road. Stay straight onto the 33-7-3.0 road. Travel approximately 0.75 mile and arrive at Contract Area.

See general vicinity map and Exhibit E for details.

ENVIRONMENTAL ASSESSMENT - An environmental assessment DOI-BLM-OR-M070-2014-006-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.

PROSPECTUS

DXP SCALED-SALE

GRANTS PASS RESOURCE AREA
JOSEPHINE MASTER UNIT

Medford Sale # ORM07- TS14-13
July 24, 2014

Rogue Cow Salvage, (5900)
Douglas County, (O&C) (P.D.)

BID DEPOSIT REQUIRED: \$83,500.00

All timber designated for cutting in Lot 4, NW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 7, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ Section 9, SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 17, Lot 2, Lot 3, Lot 4, E $\frac{1}{2}$ NE $\frac{1}{4}$ Section 19, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 23, Lot 3, Lot 4, Lot 5, NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ Section 27, T. 32 S., R. 7 W., Willamette Meridian, SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 3, Lot 2, N $\frac{1}{2}$ NE $\frac{1}{4}$ Section 11, SW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ Section 12, W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ Section 13, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ Section 14, E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ Section 15, NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ Section 23, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 25, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 27, W $\frac{1}{2}$ NW $\frac{1}{4}$ Section 35, T. 32 S., R. 8 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
17,561	5,506	Douglas-fir	6,685	\$117.80	\$787,493.00
939	831	Ponderosa pine	1,005	\$18.60	\$18,693.00
1,446	789	Sugar pine	942	\$22.00	\$20,724.00
1,105	147	Incense cedar	189	\$40.10	\$7,578.90
21,051	7,273	Totals	8,821		\$834,488.90

*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.

TIMBER AUCTION LOCATION – The timber auction will be held at the Grants Pass Inter-agency Office, located at 2164 NE Spalding Ave., Grants Pass, Oregon, at 9:00 a.m. on Thursday, July 24, 2014.

CRUISE INFORMATION - The Timber has been cruised using the PCMTRE sampling method to select sample trees. The Douglas-fir in the Hazard Tree areas and Right-of-Way units have been cruised using the BLM 100% sampling method to cruise trees.

Volume for all Coniferous species in the 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 40 BAF. This sale contains a total of 186 plots. 96 sample trees were randomly selected on these plots to determine v-bar. A map showing the location of the sample trees is available at the Grants Pass Interagency Office.

With respect to merchantable trees of all conifer species: the average tree is 20.0 inches DBHOB; the average gross merchantable log contains 128 bd. ft.; the total gross volume is approximately 10,275 mbf; and 86% recovery is expected. With respect to merchantable DF trees: the average tree is 19.1 inches DBHOB; the average gross merchantable log contains 118 bd. ft.; the total gross volume is approximately 7,768 mbf; and 86% recovery is expected.

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 – Fifty seven (57) units containing three hundred thirty eight (338) acres must be clear cut. This includes two (2) rights-of-way containing two (2) harvest acres. Additionally, approximately one (1) acre must be partial cut for right-of-way hazard trees.

CUTTING TIME - Contract duration will be twenty four (24) months for cutting and removal of timber.

ACCESS – Access to the sale is provided by:

1. A public road;
2. BLM existing roads;
3. Roads covered by a Right-of-Way and Road Use Agreement M-605A and M-700 between Roseburg Resources Company and the United States. In the construction and renovation of private roads, the Purchaser shall enter into a license agreement with Roseburg Resources Company. The license agreement shall be delivered to Roseburg Resources Company for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.
4. Roads covered by a Right-of-Way and Road Use Agreement M-605 between Plum Creek Timber Company and the United States. In the construction and renovation of private roads, the Purchaser shall enter into a license agreement with Plum Creek Timber Company. The license agreement shall be delivered to Plum Creek Timber Company for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

ROAD MAINTENANCE - The Purchaser shall pay Roseburg Resources Co. road use fees of \$24,391.41, based on an estimated MBF/mile and rockwear fees of \$2,402.29, based on an estimated MBF/mile. The Purchaser shall pay Plum Creek Timberlands, LP road use fees of \$3,120.00, based on an estimated MBF/mile and rockwear fees of \$622.43, based on an estimated MBF/mile. The Purchaser shall pay the BLM a road maintenance fee of \$42,479.10 and a rockwear fee of \$4,718.87, based on an estimated MBF/mile. See Exhibit D map for specification of road maintenance responsibility. Only the map pages of Exhibit D are included in the Prospectus. Refer to the contract file for the full Exhibit D.

ROAD CONSTRUCTION AND RENOVATION - The contract will require the Purchaser to renovate 35.92 miles of existing road and construct and renovate 1.57 miles of temporary roads. Additional information is available in the timber sale prospectus. All temporary road construction, decommissioning, and barricade construction shall occur during the dry season.

SOIL DAMAGE PREVENTION - Pursuant to Section 26 of Form 5450-4, Timber Sale Contract, the Purchaser shall not conduct mechanical ground-based harvesting, ground-based yarding, skyline based yarding, helicopter based yarding, skid trail and landing rehabilitation, temporary route construction, or temporary route decommissioning in Timber Sale Units between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. Purchaser may request in writing a conditional waiver of this restriction. If wetting winter rains have not occurred; the weather forecast is monitored daily; all winterization actions can reasonably occur prior to the season ending storm event; 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 ribbons and ruts along equipment tracks, then 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 26 of Form 5450-4, Timber Sale Contract, the Purchaser shall not conduct any haul on natural surface and rocked roads on the Contract Area between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If the Authorized Officer determines that hauling would not result in road damage or the transport of sediment to nearby stream channels based on soil moisture conditions or rain events, the Contracting Officer may approve a conditional waiver for hauling. If soil moisture conditions or rain events are anticipated to cause impacts to roads or stream water quality resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

EQUIPMENT REQUIREMENTS – 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. A helicopter capable of yarding with a minimum dropline length of one hundred fifty (150) feet.

SLASH DISPOSAL - Slash disposal within the harvest units will consist of a combination of site preparation, machine pile, lop and scatter, slashing, hand pile and cover hand piles, hand pile burn, and cover and burn landing decks, and YUM yarding as described in SD-5 of the Special Provisions. Lop and scatter areas of high slash concentration within units. Hand pile and cover slash located in harvest units where a main road and/or ridgeline coincides with a harvest unit boundary. A post-logging assessment shall be conducted to determine treatment needs in all units. The initial appraisal prescribed nineteen (19) acres of site preparation, fifteen (15) acres of machine pile, two hundred ninety-six (296) acres of lop and scatter, thirty-five (35) acres of hand pile and cover hand piles, nineteen (19) acres of slashing, forty-seven (47) acres of cover and burn landing piles, and twenty (20) acres of YUM yarding.

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. 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. Harvest operations on Plum Creek Timber land in Section 9 and Section 14 are planned.**
Based upon requested road right-of-way construction through Rogue Cow Timber Sale Units 9-7A and 14-1A, along with harvest activities adjacent to Units 14-2A and 14-3A by Plum Creek Timber Company, a modification to the Rogue Cow Timber Sale Contract could be warranted.
2. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
3. One-end suspension cable yarding, mechanical ground-based harvesting, and ground-based yarding operations would be restricted to dry conditions. See special provision L-18 and seasonal restriction matrix for more information.
4. No tree felling or yarding shall be conducted in Harvest unit 23A, and portions of Units 25-6 and 27-2A as shown on Exhibit A between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. Purchaser may request in writing a conditional waiver of this restriction. If wetting winter rains have not occurred; the weather forecast is monitored daily; 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 ribbons and ruts along equipment tracks, then 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.

5. No harvest operations within Units 7-2A, 11-3B, 12-1, 12-3B, 12-4, 12-4B, 13-B, 14-1A, 23-3, and 23-4 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.
6. All leave trees will be selected by the Purchaser through Designation by Prescription (DxP) criteria as outlined in Exhibit E.
7. In cable and ground based yard units, all trees designated for cutting shall be whole tree yarded or yarded with tops attached unless tops are needed in contour felling areas or are needed to meet coarse woody debris (CWD) requirements as determined by the Authorized Officer.
8. The purchase of this salvage timber entitles the Purchaser to volume-for-volume and contract term-for-contract term extensions without reappraisal of qualifying Federal Timber Sale contracts for green timber held by the Purchaser.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – To access units in Rogue Cow Salvage: From Interstate 5 take exit 80 toward Glendale. Turn left onto Glendale Valley Rd. Continue onto Sether Ave. Sether Ave. turns slightly left and becomes Gilbers Ave. Turn left onto Molly St. Turn right onto Pacific Ave. Pacific Ave. becomes Mt. Rueben Rd. Continue on Mt. Rueben Rd. for about 4.5 miles where it becomes Cow Creek Rd. Continue on Cow Creek Rd. and follow Vicinity map to Harvest Units.

ENVIRONMENTAL ASSESSMENT – An environmental assessment DOI-BLM-OR-M070-2014-006-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.