

This Advertisement includes:

Date Mailed:
8/24/2016

(Order of Auction)

1. Bieber Salt Timber Sale TS 16-06
2. Lost Rogue Timber Sale TS 16-15
3. Milk Dudds Timber Sale TS 16-13

Sale Date:
9/22/2016

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 Interagency Office, 3040 Biddle Road, Medford, Oregon, telephone (541)618-2200. The timber sale will commence at 9:00 a.m. on Thursday, September 22, 2016, 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, Grants Pass Daily Courier, and the Roseburg News Review newspapers on or about September 25th, 2016. 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.

Environmental assessments (DOI-BLM-OR-M050-2016-0006-EA), (DOI-BLM-OR-M050-2016-0015-EA), and (DOI-BLM-ORWA-M070-2016-0001-EA) were prepared

for these sales, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for these sales at the Medford Interagency Office.

P R O S P E C T U S

Lump Sum Sale

BUTTE FALLS RESOURCE AREA
JACKSON MASTER UNIT

Medford Sale # ORM05- TS-2016-0006
September 22, 2016 (TG)

1 Bieber Salt (5900) Jackson County, O&C, P.D.

BID DEPOSIT REQUIRED: \$ 31,200.00

All timber designated for cutting in Govt. Lot 4,5, SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 27, SE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 35, T35S., R2E, E $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 12, W $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 13, T.36S., R.2E., Govt. Lot 2,3,4, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 7, Govt. Lot 6,12, Sec. 19, Govt. Lot 1,2,3,4, Sec. 20, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 29, T36S., R3E., 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
3146	853	1765	Douglas-fir	1074	\$225.90	\$242,616.60
2557	647	1353	White fir	859	\$79.00	\$67,861.00
116	9	20	Ponderosa pine	12	\$28.60	\$343.20
126	4	11	Incense-cedar	5	\$148.50	\$742.50
5945	1513	3149	Totals	1950		\$311,563.30

*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.

CRUISE INFORMATION Maps showing the location and description of 3P sample trees are available at the Medford District Office.

The sampling method for all units was 3P cruised.

With respect to merchantable trees of all conifer species: the average tree is 16.5 inches DBHOB; the average gross merchantable log contains 80 bd. ft.; the total gross volume is approximately 2106 M bd. ft; and 92% recovery is expected (Average DF is 16.9 inches DBHOB; average gross merchantable DF log contains 77 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 Eighteen (18) units containing three hundred and two (302) acres must be thinned, and Approximately one half ($\frac{1}{2}$) right of way acres must be clear-cut for temporary road construction.

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 M-2000E with Indian Hill, LLC, via Right-of-way and Road Use Agreement M-2000F with Plum Creek Timberlands, LP, and Right-of-Way and Road Use Agreement M-660 with Murphy Timber Investments.

Among other conditions, agreement M-2000E with Indian Hill, LLC requires completion of a license agreement between the Purchaser and Indian Hill, LLC, road maintenance to be performed by the Purchaser or BLM and payment of a surface replacement fee of \$42.17. Among other conditions, agreement M-2000F with Plum Creek Timberlands, LLC requires completion of a license agreement between the Purchaser and Plum Creek Timberlands, LLC, road maintenance to be performed by the Purchaser or BLM, and payment of a surface replacement fee of \$36.49. Among other conditions, agreement M-660 with Murphy Timber Investments, requires completion of a license agreement between the Purchaser and Murphy Timber Investments, road maintenance to be performed by the Purchaser or BLM.

ROAD MAINTENANCE The Purchaser will be required to maintain all the temp routes and existing decommissioned roads he constructs/reconstructs plus 6.94 miles of existing BLM and private roads. The BLM will maintain the approximately 25.01 miles of existing BLM and private roads.

ROAD CONSTRUCTION The contract will require the Purchaser to construct 3.12 stations of temporary roads.

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.

SLASH DISPOSAL Perform logging residue reduction and site preparation work on approximately seventy five (75) acres of harvest area as directed by the Authorized Officer.

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 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. Directional falling is required
3. During logging operations the protection of rangeland improvements will be required. Directional falling (see contract stipulation L-26 in the contract) will be used to prevent damage to fences, cattle guards, livestock watering troughs and other improvements. If damage to range improvements does occur, the BLM shall be notified immediately and proper repair or replacement would occur within two weeks. Proper repair of fences and gates includes keeping wire properly attached to posts, splicing or replacing broken wire in kind, repairing structures such as corners, stress panels or gates, and any other work necessary to keep improvements functional. Repair of structures such as stress or corner panels and gates requires pre-approval by BLM staff. Repair or cleaning of cattle guards damaged or filled with sediment by logging activities would require approval of BLM Road Engineering Staff for structural integrity and public safety compliance.

4. During logging activities, operators would keep all gates closed and all livestock containment systems functional to keep livestock in authorized areas.
5. Various seasonal restrictions are placed on this sale.
6. There are log length restrictions within some units (see section 42 Special Provisions).
7. Directional falling is required.
8. Cleaning of equipment to eliminate noxious weed seeds is required prior to move-in of equipment onto federal lands.
9. Designated skid roads are required on all tractor units.
10. Ripping of all newly constructed temporary spur roads and log landings is required.
11. Dust abatement is required.
12. 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.
13. Purchaser will need to protect and not disturb the buried utility lines along road 32-1-33.1

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA

The Bieber Salt timber sale is located off the Salt Creek Road system and located in the Double Day Road and Wasson Canyon areas. To access the sale area from the junction of Hwy 140 and Salt Creek road (36-2E-7) follow Salt Creek Rd to the Double Day Rd (35-2E-13) approximately 6 miles. Turn onto the Double Day Road to access units in section 27 and 35. Continuing along Salt Creek Road for an additional 4 miles to the 36-3E-6 junction will provide access to the section 7 units by turning onto the 36-3E-6 road. Continuing still farther on the Salt Creek Road will get access to the units in sections 13, 19, and those units in Wasson Canyon. The section 19 units are behind a locked gate.

ENVIRONMENTAL ASSESSMENT Environmental assessments (DOI-BLM-OR M050-2016-0006-EA) were prepared for this sale, and a Finding of No Significant Impact has been documented for each environmental assessment. These documents are available for inspection as background for this sale at the Medford District Office.

P R O S P E C T U S

Scale Sale

BUTTE FALLS RESOURCE AREA
JACKSON MASTER UNIT

Medford Sale # ORM05- TS-2016-0015
September 15, 2016 (TG)

2 Lost Rogue (5900) Jackson County, O&C, P.D.

BID DEPOSIT REQUIRED: \$ 132,600.00

All timber designated for cutting in Govt. Lot 3,4, Sec. 1, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 23, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 35, T33S., R1E, W $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 3, E $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 8, SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 9, NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 13, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 18, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 19, W $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 23, W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 25, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, Sec.26, N $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, Sec.27, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec.29, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Sec.31, T33S., R2E., NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 35, SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 5 T34S., R2E., 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
16500	2089	4653	Douglas-fir	2545	\$200.50	\$510,272.50
6635	1245	2601	White Fir	1514	\$75.00	\$113,550.00
5154	518	1221	Ponderosa Pine	644	\$29.00	\$18,676.00
2302	136	351	Incense-cedar	169	\$115.30	\$19,485.70
66	7	16	Western Hemlock	8	\$100.10	\$800.80
25	5	11	Sugar Pine	6	\$30.70	\$184.20
30682	4000	8853	Totals	4886		\$662,969.20

*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 3P sample trees are available at the Medford District Office.

The sampling method of variable plot was used in units 31-3, 31-4, 23-1E, 35-2, 18-1, 19-1, 23-1W, 23-2W, and 23-4. 3P sampling was used in all other units.

With respect to merchantable trees of all conifer species: the average tree is 13.9 inches DBHOB; the average gross merchantable log contains 51 bd. ft.; the total gross volume is approximately 5478 M bd. ft; and 89% recovery is expected (Average DF is 14.0 inches DBHOB; average gross merchantable DF log contains 50 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 six (36) units containing five hundred and seventy nine (579) acres must be thinned, and approximately three (3) right of way acres must be clear-cut for temporary road construction. Acres shown on Exhibit A in units 23-1W, 23-2W, 23-4, 35-2, 18-1, 19-1, 31-3, 31-4, and 23-1E have been computed using a Trimble Pro XH Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

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 M-M660L with Murphy Timber Investments, via Right-of-way and Road Use Agreement M-2000F with Weyerhaeuser, via Right-of-way and Road Use Agreement M-2000C with Silver Butte Timber Company, Right-of-Way and Road Use Agreement M-2000D with Juniper Properties, and via a Memorandum of Understanding with Corp of Engineers.

Among other conditions, agreement M-660L with Murphy Timber Investments requires completion of a license agreement between the Purchaser and Murphy Timber Investments, road maintenance to be performed by the Purchaser or BLM and an estimated payment of a road surface replacement fee of \$141.83. Among other conditions, agreement M-2000F with Weyerhaeuser requires completion of a license agreement between the Purchaser and Weyerhaeuser, road maintenance to be performed by the Purchaser or BLM with the exception of the 34-2E-8.00A road, and an estimated payment of a road maintenance fee of \$410.42 and an estimated payment of a surface replacement fee of \$2,845.75. Among other conditions, agreement M-2000C with Silver Butte Timber Company, requires completion of a license agreement between the Purchaser and Silver Butte Timber Company, road maintenance to be performed by the Purchaser or BLM and an estimated payment of a surface replacement fee of \$3,657.81. Among other conditions, agreement M2000D with Juniper Properties, requires completion of a license agreement between the Purchaser and Juniper Properties, road maintenance to be performed by the Purchaser or BLM and an estimated payment of a surface replacement fee of \$2,520.56. Among other conditions, Memorandum of Understanding with the Corp Of Engineers, requires completion of a license agreement between the Purchaser and Corp Of Engineers, road maintenance to be performed by the Purchaser or BLM and an estimated payment of a surface replacement fee of \$29.16.

ROAD MAINTENANCE – The Purchaser will be required to maintain all the temp routes and existing decommissioned roads he constructs/reconstructs plus 12.83 miles of existing BLM and private roads. The BLM will maintain the approximately 33.99 miles of existing BLM and private roads.

ROAD CONSTRUCTION – The contract will require the Purchaser to construct 29.04 stations of temporary roads and reconstruct 13.73 stations of temporary roads.

SOIL DAMAGE PREVENTION Pursuant to Section 26 of Form 5450-4, 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

1. 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.
2. A tractor equipped with winged-toothed rippers.
3. 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.
4. 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 Perform logging residue reduction and site preparation work on approximately two hundred (200) acres of harvest area as directed by the Authorized Officer.

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 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 in placed on this sale.
3. No logging operations shall be conducted between October 15 of one calendar year and Labor Day of the following calendar year both days inclusive in units adjacent to recreation sites and trails, specifically units 23-1W, 23-2W, 23-4, 35-2, 18-1, and 19-1. The Purchaser shall notify the Authorized Officer fourteen (14) days before prior to beginning logging operations in these units to ensure adequate time to coordinate with the Army Corps of Engineers to close recreation facilities. This seasonal restriction may be waived between May 15 and the Friday before Memorial Day weekend if it is determined that nesting and/or fledgling activities are not occurring in the area.
4. There may be buried utility lines alongside Ulrich Road in the vicinity of units 3-1 and 3-2.
5. Any recreation infrastructure impacted by logging operations (trails, service roads, kiosks, buildings, picnic tables, etc.) would be restored to their condition as it was prior to logging operations (See Sec. 14 of contract).
6. Purchaser shall be responsible for complying with all county, state, and federal laws and regulations that relate to the execution of this contract (See Sec. 29 of contract).
7. The predesignated helicopter service landing location for this timber sale is located on Army Corp Of Engineers land and is shown on the Exhibit A. There is an opportunity to use an alternate site located on BLM land with rock road/winter haul access. This site does have a Spotted Owl seasonal restriction which could prevent its use from March 1 to September 30 both days inclusive. This site will require some construction prior to use. This site is flagged in the field and is located in the SE1/4NE1/4, and the NE1/4SE1/4 Sec.21, T33S., R02E., W.M.. Additional information is available at the Medford District Office.
8. Skyline unit 31-1 has one setting which will require the yarder to setup and block the Medco A road (33-2E-8.0) while yarding one corridor.
9. Several units and/or landing sites are located behind locked gates. Keys to these locations will be made available to prospective bidders and will be available at the Medford District Office.
10. There is a Army Corp Of Engineers barb wire fence between the heli log landing for unit 23-2W and Takelma Drive which will need to be removed and re-installed after operations are completed.
11. Roads 32-1E-13.00 F, 33-1E-25.00, 33-1E-25.01 B, 33-1E-27.00 B, 33-1E-35.04, 33-2E-29.00, 33-2E-33.00 A-C, 33-3E-34.00 B2, 34-2E-7.00 A, 34-2E-8.00A, 34-2E-8.00 B1-C3 and the 34-2E-8.01 A-C have been approved for wet season haul, as approved by the Authorized Officer: If the use of these roads during the wet season causes or begins to cause road damage or the transport of sediment into streams, the Authorized Officer may suspend wet season haul or require additional erosion control devices to prevent damage or off-site transportation of sediment. Additional rock may be required at the Purchaser's expense to repair any damage that occurs to the road during wet season haul. No hauling shall be conducted during the wet season from October 15 of one calendar year and May 15 of the following calendar year, both days inclusive on all other roads.
12. During logging operations the protection of rangeland improvements will be required. Directional falling (see contract stipulation L-26 in the contract) will be used to prevent damage to fences, cattle guards, livestock watering troughs and other improvements. If damage to range improvements does occur, the BLM shall be notified immediately and proper repair or replacement would occur within two weeks. Proper repair of fences and gates includes keeping wire properly attached to posts, splicing or replacing broken wire in kind, repairing structures such as corners, stress panels or gates, and any other work necessary to keep improvements functional. Repair of structures such as stress or corner panels and gates requires pre-approval by BLM staff. Repair or cleaning of cattle guards damaged or filled with sediment by logging activities would require approval of BLM Road Engineering Staff for structural integrity and public safety compliance. During logging activities,

- operators would keep all gates closed and all livestock containment systems functional to keep livestock in authorized areas.
13. During logging activities, operators would keep all gates closed and all livestock containment systems functional to keep livestock in authorized areas.
 14. There are log length restrictions within some units (see section 42 Special Provisions).
 15. Directional falling is required.
 16. Cleaning of equipment to eliminate noxious weed seeds is required prior to move-in of equipment onto federal lands.
 17. Designated skid roads are required on all tractor units.
 18. Ripping of all newly constructed temporary spur roads and log landings is required.
 19. Dust abatement is required.
 20. 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

The Lost Rogue timber sale is located north, south, east, and west of Lost Creek Lake in Jackson County Oregon. To access the sale area from the town of Shady Cove, follow Hwy 62 northeast for approximately 7 miles. To access the west side of the sale area, turn left on to Takelma Drive and proceed north along the west side of the lake to the sale area.

To access the south side of the sale area, proceed northeast from Hwy 62, Takelma Drive junction, for an additional 3 miles and turn right on to The Laurelhurst Cutoff Road. Proceed east into the sale area.

To access the north side of the sale area, proceed northeast from Hwy 62, Laurelhurst Cutoff Road junction, for an additional 3 miles to access the units located off Lewis Road, and an additional 3 miles on Hwy 62 to access the units off of Ulrich Road.

ENVIRONMENTAL ASSESSMENT - Environmental assessments (DOI-BLM-OR M050-2016-0015-EA) were prepared for this sale, and a Finding of No Significant Impact has been documented for each environmental assessment. These documents are available for inspection as background for this sale at the Medford District Office.

PROSPECTUS

DxP Scale Sale

GRANTS PASS RESOURCE AREA
JOSEPHINE MASTER UNIT

Medford Sale # ORM07-TS-2016.0013
September 22, 2016 (SQF)

#3. Milk Dudds Timber Sale, Douglas County, O&C, P.D. BID DEPOSIT REQUIRED: \$80,200.00

All timber designated for cutting in Lot 7, Lot 11, Lot 12, NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 7, Lot 1, Lot 6, Lot 7, Lot 8, Lot 11, Lot 12, W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 19, W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 20, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 29, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 31 T. 31 S., R. 8 W.; S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 11, E $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 13, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 15, SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 21, NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 25, NE $\frac{1}{4}$ Sec. 27 T. 31 S., R. 9 W.; SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 3, NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 9 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
33,309	2,835	Douglas-fir	3,470	\$99.00	\$343,530.00
3,743	307	White Fir	415	\$36.50	\$15,147.50
5,114	251	Ponderosa Pine	349	\$25.90	\$9,039.10
4,953	276	Western Hemlock	311	\$43.50	\$13,528.50
2,750	149	Incense-cedar	202	\$41.30	\$8,342.60
304	21	Western red-cedar	24	\$455.50	\$10,932.00
50,173	3,839	Totals	4,771		\$400,519.70

*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 Medford Inter-agency Office, located at 3040 Biddle Road, Medford, Oregon, at 9 a.m. on Thursday, September 22, 2016.

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 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.

Approximately 0 trees which are considered to be nonmerchantable are designated for cutting. Approximately 0% of the 4,771 M bd. ft; sale volume is salvage material. With respect to merchantable trees of all conifer species: the average tree is 12.1 inches DBHOB; the average gross merchantable log contains 43 bd. ft.; the total gross volume is approximately 5,520 M bd. ft; and 89% recovery is expected. (Average DF is 11.9 inches DBHOB; average gross merchantable log DF contains 45 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 – Fifty seven (57) units containing four hundred ninety (490) acres must be partial cut. This includes nine (9) right-of-ways that must be clear-cut. Additionally, three (3) right-of-ways must be clear-cut outside unit boundaries.

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 a public road system near the contract area, existing BLM roads, and:

(C)(12) Right-of-Way and Road Use Agreement M-700 with Roseburg Resources Company.

Among other conditions, this agreement requires

- (1) Payment of a road use fee of **\$5,361.55**.
- (2) Road maintenance to be completed by the Purchaser.
- (3) Completion of an agreement between the Purchaser and Permittee.
- (4) Arbitration of conditions of road use. The Permittee has indicated they will require a rock wear obligation of **\$0.49 per MBF per Mile (estimated at approx. \$1,402.54)**.

(C)(13) Right-of-Way and Road Use Agreement M-605 with Plum Creek Timberlands, LP (Weyerhaeuser).

Among other conditions, this agreement requires

- (1) Payment of a road use fee of **\$1,818.00**.
- (2) Road maintenance to be completed by the Purchaser.
- (3) Completion of an agreement between the Purchaser and Permittee.
- (4) Arbitration of conditions of road use. The Permittee has indicated they will require a rock wear obligation of **\$0.49 per MBF per Mile (estimated at approx. \$2,270.15)**.

ROAD MAINTENANCE - The Purchaser will be required to maintain all of the roads/temporary routes which he constructs plus 54.05 miles of existing BLM and private road. BLM will maintain 17.84 miles of existing BLM (asphalt/BST) roads. The Purchaser will be required to pay a maintenance fee of **\$0.71 per MBF per Mile (estimated at approx. \$55,975.77)** for the use of these BLM asphalt/BST roads. The Purchaser will also be required to pay a rockwear fee of **\$0.49 per MBF per Mile (estimated at approx. \$10,837.85)** for the use of the BLM aggregate roads.

ROAD CONSTRUCTION - The contract will require the Purchaser to construct 83.95 stations of temporary routes. 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 mechanical ground based harvesting, ground based yarding, skid trail and landing rehabilitation, machine piling, road and temporary route construction, road and temporary route reconstruction, temporary route decommissioning, or non-emergency road maintenance (including blading of aggregate roads, rocking, and cross drain installation) shall be conducted 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 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.

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 with a large (50-70 foot) tower; 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 six hundred seventy (1,670) feet slope distance. 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 utilized skid roads within Riparian Reserves.

SLASH DISPOSAL - Slash disposal will consist of: Lop and scatter, Machine pile & cover machine piles, hand pile & cover hand piles, pile & cover landing decks, burn & mop up hand piles, machine piles, and landing decks as described in SD-5 of the Special Provisions. Lop and Scatter all slash located beyond one hundred (100) feet of temporary routes and roads where the route/road coincides with the harvest unit boundary in all cable yard portions of units, 7-2, 7-9, 9-1A, 9-1B, 11-8A, 15-19A, 19-6B, 20-4, 20-5, 25-4A, 25-4D, 25-4E, 25-4F, 25-4G, 25-4H, 25-4J, 25-4L, 25-4M, 25-11, 25-21A, 25-21B, 27-1, 29-3, 29-7A, 31-4A, 31-4C and 31-5. Lop and scatter all slash located beyond two hundred (200) feet of temporary routes, roads and/or property boundaries where the route/road/property boundary coincides with a harvest unit boundary in all ground based yard portions of units 3-14, 7-2, 9-1B, 13-2A, 13-9A, 13-9B, 15-19A, 19-3A, 19-3B, 19-8C, 25-4F, 27-1 and 27-2. Machine pile all slash and debris in ground based portions of units 9-1A, 13-2B, 13-2C, 13-2D, 13-10, 15-19A, 15-19B, 19-3C, 19-3D, 19-6A, 19-6C, 19-8B, 19-9A, 20-4, 21-4, 25-1, 25-4B, 25-4C, 25-4I, 25-4K, 25-11, 29-7B, 31-4B and 31-4C. Machine pile all slash and debris in ground based units within two hundred (200) feet of temporary routes, roads and/or property boundaries where the route/road/property boundary coincides with a harvest unit boundary in units 3-14, 7-2, 9-1B, 13-2A, 13-9A, 13-9B, 15-19A, 19-3A, 19-3B, 19-8C, 25-4F, 25-4M, 27-1, and 27-2 and all constructed roads and temporary routes. Hand pile all slash situated within one hundred (100) feet of temporary routes and roads where the route/road coincides with a harvest unit boundary in cable yard portions of units 7-2, 7-9, 9-1A, 9-1B, 11-8A, 15-19A, 19-6B, 19-8A, 19-8D, 20-4, 20-5, 25-4A, 25-4D, 25-4E, 25-4G, 25-4J, 25-4L, 25-11, 24-21A, 25-21B, 27-1, 29-3, 29-7A, 31-4A, 31-4C and 31-5. Pile all slash situated in harvest unit landings and within twenty (20) feet of each finished pile. A post logging assessment shall be conducted to determine treatment needs in all units. The initial appraisal prescribed three hundred and eight and $\frac{1}{4}$ (308.25) acres of lop and scatter, sixty four and $\frac{1}{2}$ (64.5) acres of handpile, cover, burn, and mop-up handpiles, one hundred seventeen and $\frac{1}{4}$ (117.25) acres of machine pile, cover, burn, and mop-up machine piles, and eighteen (18) acres of cover, burn, and mop-up landing decks.

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 Prescription (DxP) criteria as outlined in Exhibit E, except Unit 7-2 which has already been blue marked (for cut tree removal).
3. This contract contains provisions (L-26M) requiring that prior to falling any trees in harvest Units, excluding unit 7-2, 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. No haul shall be conducted on rocked or natural surface roads in 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, 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.
5. Work activities that produce noise above ambient levels that may disturb Marbled Murrelets would not occur within unit 27-2 from April 1 through August 5. Work activities would be confined to the time period between 2 hours after sunrise to 2 hours before sunset from August 6 through September 15.
6. A harvester, feller-processor, or feller-buncher with purpose built carriers with boom-mounted felling heads and a boom with a minimum lateral reach of twenty (20) feet may be used in the ground based and helicopter units. See the Milk Duds Special Provisions for full ground based harvesting restrictions.
7. Cable corridors that are hydrologically connected to streams shown on Exhibit A shall be water-barred and shall have slash placed over them prior to winter rain events to protect water quality.
8. Waterbars shall be hand constructed and activity slash lopped and scattered on corridors within the areas that contain fragile soils in units 9-1A, 15-19A, 25-11, 25-4A, 25-4M, and 31-5.

9. Temporary routes constructed or reconstructed and all skid trails and landings within two hundred (200) feet of streams shall be discontinuously sub-soiled with winged ripper, seeded, water-barred, mulched, and blocked prior to October 15th during dry soil conditions upon completion of current harvest and slash disposal treatments.
10. The License Agreement fees and conditions listed in the Prospectus are pending and are not final. Final fees are dependent on final signed License Agreements.

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 Cow Creek Road, which becomes 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-ORWA-M070-2016-0001-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.

OR110-5409-11 (2008)

