

This Advertisement includes:

1. PICKETT SNAKE
2. KING WOLF
3. SALVAGE ANGEL (Scale Sale)

Date Mailed:
July 2, 2002

Sale Date:
July 25, 2002

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
District Office
3040 Biddle Road
Medford, Oregon 97504
email address: or110mb@or.blm.gov

TIMBER SALE NOTICE

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or his representative, at the Bureau of Land Management Office, 3040 Biddle Road, Medford, Oregon, telephone (541) 618-2200. This is not a public meeting and is an invitation to bid only. Therefore, only those persons bidding on timber sales will be allowed to attend this auction. The timber sale will commence at 9 a.m. on Thursday, July 25, 2002.

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 of the Pickett Snake and King Wolf timber sales may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in the Medford Mail Tribune, Grants Pass Daily Courier, and Roseburg News Review newspapers on or about July 4, 2002. 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. The sale notice for the Salvage Angel timber sale was first published on June 6, 2002. The doctrine of administrative finality precludes review of issues which could have been reviewed at the time of the first offering but were not, and of issues on which a final decision was made at the time of the first offering.

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 1140-6, a certification that the bid was arrived at by the bidder or offeror independently, and was tendered without collusion with any other bidder or offeror.
2. Form 1140-7, Equal Opportunity Affirmative Action Program Representation, for all contracts over \$10,000.00.
3. Form 1140-8, Equal Opportunity Compliance Report Certification.
4. Form 5450-17, Export Determination.

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

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

LOG EXPORT AND SUBSTITUTION. All timber sales 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 5420, as amended.

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

****SCALE SALES.** The estimated volume listed herein, in 16-foot logs, is based on sample plots of the salvage area, comparable stand types, and aerial photos. The estimate of volume is used solely as an administrative aid for determining when payments are due, value of timber subject to any bonding provisions, timber sale appraisal, and other purposes specified in various sections of the contract. Sale volumes will be scaled, graded, and determined by a certified third party scaling organization (TPSO) scaler. The scaling rules will be according to the National Forest Cubic Scaling Handbook, FSH-2409.11a.91-1, May 1991, as amended, or supplemented by BLM before the first advertisement date of the sale, and as specified in the contract. BLM scale varies significantly from the official log scaling and grading rules used by Columbia River Scaling Bureau and other Bureaus, Payment for timber sold under these contracts will be based on units times the price per measurement unit as shown on Exhibit B together with the terms and conditions listed therein, and may be more or less than the total bid purchase price. For further information see the Timber Sale Prospectus.

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 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 District Office.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOTICE OF REQUIREMENT FOR CERTIFICATION
OF NONSEGREGATED FACILITIES

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

In accordance with 41 CFR 60, as amended May 19, 1967, and Executive Order No. 11246 of September 24, 1965, as amended, this notification will be included in all notices of invitations for bid, lease, offers, and requests for proposal where prospective nonexempt contracts may exceed \$10,000.

GRANTS PASS AREA
JOSEPHINE MASTER UNIT

Medford Sale # 02-21
July 25, 2002 (JB)

#1. PICKETT SNAKE (5900), Josephine County, O&C and P.D.

BID DEPOSIT REQUIRED: \$66,300.00

All timber designated for cutting in S½NE¼, NW¼, S½ Sec. 9; SW¼, S½SE¼ Sec. 10, NE¼, S½NW¼, S½ Sec. 15; SE¼NE¼, NE¼SW¼, S½SW¼, SE¼ Sec. 20; W½NW¼, S½SW¼, S½SE¼ Sec. 21; W½, NW¼SE¼ (excluding MS 791) Sec. 22; S½SW¼, SW¼SE¼ Sec. 26; W½NW¼, W½SW¼, NE¼SE¼ Sec. 27; NE¼, NE¼NW¼, N½SE¼ Sec. 28; S½NE¼, N½NW¼, SE¼NW¼, E½SW¼, SE¼ Sec. 29; NE¼, E½NW¼, E½SW¼, W½SE¼ Sec. 31; NE¼, N½SE¼, Sec. 33; N½NW¼ Sec. 35, T. 35. S., R. 7 W., Willamette Meridian.

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Est. Volume MBF 16' Log	Species	Est. Volume CCF	Appr. Price Per CCF*	Est. Volume Times Appraised Price
35,103	5,387	6841	Douglas-fir	11,766	\$ 54.10	\$ 636,540.60
1,860	243	309	Ponderosa pine	523	\$ **20.70	\$ 10,826.10
1,354	233	296	Sugar pine	499	\$ **20.75	\$ 10,354.25
472	24	30	Incense-cedar	54	\$ 90.00	\$ 4,860.00
38,789	5,887	7,476	Totals	12,842		\$ 662,580.95

*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 - The timber volumes were based on a local volume table and 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs. Approximately 1% of the total sale volume is salvage material. With respect to merchantable trees of all conifer species, the average tree is 13.2 inches DBHOB, the average gross merchantable log contains 59 bd. ft.; the total gross volume is approximately 8,179 M bd. ft.; and 91% recovery is expected. (Average DF is 13.2 inches DBHOB and the average gross merchantable DF log contains 58 bd. ft.)

THIS TIMBER SALE HAS BEEN CRUISED BASED UPON CUBIC FOOT MEASURE. THE MINIMUM BID FIGURES SHOWN BY SPECIES ARE DOLLARS PER HUNDRED CUBIC FEET (CCF). THE MINIMUM BID INCREMENT WILL BE \$0.05 PER CCF. SCRIBNER BOARD FOOT VOLUMES BY SPECIES ARE DISPLAYED FOR INFORMATIONAL PURPOSES AND FOR THE PURPOSE OF ADMINISTRATION OF SECTION 19 OF THE CONTRACT.

LOG EXPORT AND SUBSTITUTION RESTRICTIONS - All timber offered for sale hereunder 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.

CUTTING AREA - Thirty-five (35) units containing 1,116 acres must be partial cut.

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

ACCESS - Access to the sale area is available via a public road to the contract area and existing BLM roads. Right-of-Way and Road Use Agreement with Josephine County is in place for Secs. 8 and 16, T. 35 S., R. 5. W., W.M. Among other conditions, this agreement requires road maintenance by the Purchaser.

ROAD MAINTENANCE - The Purchaser will be required to maintain all of the roads which he constructs plus 22.87 miles of existing BLM and 2.03 miles of existing private road. BLM will maintain 2.66 miles of road. The Purchaser will be required to pay a road maintenance and rockwear fee of \$1.17 per MBF or a total of \$8,714.38 for the use of these roads.

ROAD CONSTRUCTION - The contract will require the Purchaser to renovate 1,491.60 stations of road. Additional information is available in the timber sale prospectus.

SOIL DAMAGE PREVENTION - Pursuant to Section 25 of Form 5450-3, Timber Sale Contract, the Purchaser shall not operate or cause to have operated on the contract area any tractor-type logging equipment when soil moisture content exceeds 25 percent by weight as determined by a Speedy Moisture Meter.

EQUIPMENT REQUIREMENTS -

1. Yarding tractor not greater than 6.5 feet wide (D4/JD450 or equivalent) as measured from the outer edges of standard width track shoes and equipped with integral arch and winch capable of lining logs 60 feet.
2. Cable yarder capable of one end log suspension, lateral yarding and yarding logs uphill approximately 1,000 feet.
3. Helicopter capable of yarding timber with a minimum of two hundred foot tagline.

SLASH DISPOSAL - There is significant uncertainty as to the appropriate slash disposal. SD-5, a special provision establishes a "menu" of available treatments (based on a presale inventory) for selection by the Authorized Officer upon a post-harvest determination of need. SD-5 invokes a unilateral modification designating the required treatments, number of acres, cost per acre, total cost, and revised Total Purchase Price. Appraised slash disposal consists of forty (40) acres of slashing undesirable vegetation, twenty (20) acres of either chipping and scattering or hand piling, covering and burning slash, and twenty (20) acres of under burning slash.

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. Tractor landings are limited to ¼ acre or less, helicopter landings limited to 1 acre or less.

3. Seasonal operating constraints.
4. Slash treatment concurrent with logging.
5. Cable yarding corridors will be restricted to one per landing on specified units.
6. The purchaser has the right to negotiate with private landowners for alternative helicopter landing locations.
7. Acreage for 11 units was determined by Global Positioning System (GPS). Other unit's acreage determined by Arc View Mapping Program.
8. Administratively withdrawn areas are delineated with flagging. These areas are unmarked.
9. Service landing for Sec. 31 not shown on Exhibit A. Space is available on road 35-7-33.1 in Sec. 32.

10. Unit 26-1 has 26 acres (GPS) of tractor yarding to a spur road. Tractor area delineated in orange and white flagging.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA - From Grants Pass, take Highway 199 west to River Banks Road. Go north to West Pickett Creek Road. Turn west. The 35-7-27 road system will take you into the sale area.

ENVIRONMENTAL ASSESSMENT - An environmental assessment (EA-OR110-99-18) 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.

GLENDALE AREA
JOSEPHINE MASTER UNIT

Medford Sale # 02-18
July 25, 2002(CAO)

#2. KING WOLF (5810), Josephine County, O&C and P.D. BID DEPOSIT REQUIRED: \$37,400.00

All timber designated for cutting in lots 2, 3, and 4, S½SW¼, SW¼SE¼ Sec. 3, S½SE¼ Sec. 6, SE¼NE¼, NE¼SE¼ Sec. 9, NE¼SW¼, S½SW¼, W½SE¼ Sec. 10, SW¼NE¼, NW¼SE¼ Sec. 11, W½SW¼ Sec. 13, S½S½ Sec. 14, NE¼SE¼ Sec. 15, N½NE¼, NE¼NW¼ Sec. 23, T. 33 S., R. 5 W., Willamette Meridian.

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Est. Volume MBF 16' Log	Species	Est. Volume CCF	Appr. Price Per CCF*	Est. Volume Times Appraised Price
7,513	2,283	2797	Douglas-fir	4,533	\$ 75.90	\$ 344,054.70
339	213	264	Ponderosa pine	418	\$ **22.75	\$ 9,509.50
8	11	14	Sugar pine	20	\$ 34.30	\$ 686.00
837	61	76	White fir	152	\$ **16.00	\$ 2,432.00
905	76	100	Incense-cedar	189	\$ 87.30	\$ 16,499.70
9,602	2,644	3,251	Totals	5,312		\$ 373,181.90

*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.

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

CRUISE INFORMATION - The Douglas-fir has been cruised using the 3-P sampling method to select sample trees. Maps showing the location and description of these sample trees are available at the Medford District Office.

The volume of all other species in this sale has been derived from individual tree measurements taken

during a 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs. Approximately 0 trees which are considered to be nonmerchantable are designated for cutting. Approximately 1% of the total sale volume is salvage material. With respect to merchantable trees of all conifer species: the average tree is 21.4 inches DBHOB; the average gross merchantable log contains 99 bd. ft.; the total gross volume is approximately 3,815 M bd. ft; and 85% recovery is expected. (Average DF is 21.8 inches DBHOB; average gross merchantable log DF contains 101 bd. ft.)

THIS TIMBER SALE HAS BEEN CRUISED BASED UPON CUBIC FOOT MEASURE. THE MINIMUM BID FIGURES SHOWN BY SPECIES ARE DOLLARS PER HUNDRED CUBIC FEET (CCF). THE MINIMUM BID INCREMENT WILL BE \$0.05 PER CCF. SCRIBNER BOARD FOOT VOLUMES BY SPECIES ARE DISPLAYED FOR INFORMATIONAL PURPOSES AND FOR THE PURPOSE OF ADMINISTRATION OF SECTION 19 OF THE CONTRACT.

LOG EXPORT AND SUBSTITUTION RESTRICTIONS - All timber offered for sale hereunder 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.

CUTTING AREA - 16 units containing 178 acres must be partial cut.

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

ACCESS - Access to the sale area is available via an existing BLM road. The Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. M-2000E between the United States of America and Indian Hill, LLC. Conditions include payment to Indian Hill, LLC, a road use obligation of \$93.06.

ROAD MAINTENANCE - The Purchaser will be required to maintain 22.2 miles of existing BLM roads. The Purchaser will be required to pay a rockwear fee of \$4,468.09

SOIL DAMAGE PREVENTION - Pursuant to Section 25 of Form 5450-3, Timber Sale Contract, the Purchaser shall not operate or cause to have operated on the contract area any tractor-type logging equipment when soil moisture content exceeds 25 percent as determined by the Authorized Officer.

EQUIPMENT REQUIREMENTS - A helicopter capable of lifting 5,000 pounds vertically before moving laterally. A cable yarder capable of yarding with one end suspended 1,500 feet uphill and 500 feet downhill. A D-7 size tractor capable of yarding with one end of log suspended in commercial thin size timber. A D-7/8 size tractor mounted with winged rippers.

SLASH DISPOSAL - Slash disposal will consist of slashing approximately 87 acres. Hand piling and burning approximately 178 acres.

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. Rip approximately 1.64 miles of road, 2 tractor yarded units, and helicopter landings.
3. Heavy equipment washing prior to entering the contract area.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA - From Wolf Creek, Oregon, take the Frontage Road approximately 1 mile to Speaker Road. Turn right on Speaker Road and go approximately 3½ miles on the paved county road where the pavement ends. Unit 9-4 is near that point on the north side of the road.

ENVIRONMENTAL ASSESSMENT - An environmental assessment (EA-OR110-01-36) 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.

THIS IS A SCALE SALE

BUTTE FALLS AREA
JACKSON MASTER UNIT

Medford Sale #02-20
July 25, 2002 (AT)

#3. SALVAGE ANGEL (5900), Jackson County, O&C BID DEPOSIT REQUIRED: \$8,800.00

All timber designated for cutting in lot 4 Sec. 35, T. 32 S., R. 3 W.; lot 4, W½SW¼, SE¼SW¼ Sec. 1, T. 33 S., R. 3 W.; NW¼NE¼ Section 7, T. 33 S., R. 2 W., Willamette Meridian.

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Est. Volume MBF 16' Log	Species	Est. Volume CCF	Appr. Price Per CCF*	Est. Volume Times Appraised Price
241	260	302	Douglas-fir	462	\$ 189.55	\$ 87,572.10
27	2	3	White fir	6	\$ 45.50	\$ 273.00
268	262	305	Totals	468		\$ 87,845.10

*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 - The timber volumes were based on a 100% cruise 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 conifer species: the average tree is 30 inches DBHOB; the average gross merchantable log contains 259 bd. ft.; the total gross volume is approximately 417 M bd. ft.; and 73% recovery is expected. Average Douglas-fir is 31 inches DBHOB; average gross merchantable Douglas-fir log contains 270 bd. ft.

THIS TIMBER SALE HAS BEEN CRUISED BASED UPON CUBIC FOOT MEASURE. THE MINIMUM BID FIGURES SHOWN BY SPECIES ARE DOLLARS PER HUNDRED CUBIC FEET (CCF). THE MINIMUM BID INCREMENT WILL BE \$0.05 PER CCF. SCRIBNER BOARD FOOT VOLUMES BY SPECIES ARE DISPLAYED FOR INFORMATIONAL PURPOSES AND FOR THE PURPOSE OF ADMINISTRATION OF SECTION 19 OF THE CONTRACT.

LOG EXPORT AND SUBSTITUTION RESTRICTIONS - All timber offered for sale hereunder 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.

CUTTING AREA - Five (5) units containing thirty-one (31) acres must be partial cut.

CUTTING TIME - Contract duration will be twelve (12) months for cutting and removal of timber.

ACCESS - Access to the sale area is available via existing BLM roads; Right-of-Way and Road Use Agreement M-2000 E with Indian Hill, LLC, requiring, among other conditions, completion of an agreement between the Purchaser and Permittee; Right-of-Way and Road Use Agreement M-2000 F with Superior Lumber Co., requiring, among other conditions, completion of an agreement between the Purchaser and Permittee; and Right-of-Way and Road Use Agreement with the State of Oregon, requiring, among other conditions, completion of an agreement between the Purchaser and Permittee.

ROAD MAINTENANCE - The Purchaser will be required to maintain 1.9 miles of existing BLM road. BLM will maintain 8.9 miles of the 33-2-7, 33-2-7.1, 33-2-7.2, 33-2-17, 33-2-33, 33-3-12.1, and 33-3-12.2 roads. The Purchaser will be required to pay a maintenance and rockwear fee totaling \$2,952.64 for the use of these roads.

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

EQUIPMENT REQUIREMENTS - A skyline yarder capable of one-end suspension of logs during in-haul and with a minimum lateral yarding capability of 75 feet while maintaining a fixed position of the carriage during lateral in-haul. A yarding tractor not greater than 8 feet in width and equipped with a winch system capable of lining logs at least 75 feet. A tractor equipped with winged-toothed rippers.

SLASH DISPOSAL - Slash disposal will consist of piling all slash within 50 feet on each side of each landing. Slash shall be piled by grapple loader and finished piles shall be tight and free of earth.

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. There is a 40 foot log length restriction in all units.
3. Bucking of large logs blocking tractor skid road access is required.
4. Cleaning of equipment to eliminate noxious weed seeds is required prior to move-in of equipment onto federal lands.
5. Designated skid roads are required on tractor units.
6. Ripping of tractor skid roads is required in 2 units.
7. Barricade construction is required.
8. Directional falling is required.
9. Decking of designated root wads (approximately 10) at landings is required.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA - From Medford proceed North on Table Rock Rd. to Hwy. 234, right on Hwy. 234 to Meadows Rd., left on Meadows Rd. to East Evans Ck. County Road, right on East Evans Ck. County Road to BLM road 33-2-33 (East Evans Ck. Rd.), left on BLM road 33-2-33 to BLM road 33-2-17, left on BLM road 33-2-17 to BLM road 33-2-7.1, right on BLM road 33-2-7.1 to BLM road 33-2-7.0, left on BLM road 33-2-7.0 to BLM road 33-2-7.2. Follow this road to the sale area.

ENVIRONMENTAL ASSESSMENT - An environmental assessment (EA-OR110-02-28) 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.