

This advertisement includes:

Tract 1 - Suicide Squeeze Density Mgmt	2,922 MBF
Tract 2 - Lurch Commercial Thinning & Density Mgmt	1,829 MBF
Tract 3 - Dog Bone Commercial Thinning & Density Mgmt	1,815 MBF

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
777 NW Garden Valley Blvd.
Roseburg, Oregon 97470

Date: July 29, 2008

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 777 NW Garden Valley Blvd., Roseburg, Oregon 97470. The timber sale will commence at 10:00 a.m., on Tuesday, **August 26, 2008**.

AN ENVIRONMENTAL ASSESSMENT was prepared for these sales, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for this sale at the Roseburg District Office.

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 after the first publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in *The News-Review* newspaper on or about July 29, 2008. 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 newspaper to ensure accurate knowledge of the exact publication date.

A WRITTEN BID on Form No. 5440-9 at no 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. Since bidding on minor species usually has little effect on the final outcome of a sale and can be disruptive to the bidding process, BLM will accept bids over appraised price for Douglas-fir only.

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

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. Form No. 5430-1, Self Certification Statement, and SBA Form 723, Small Business Certification Required on All Preferential Sales of Set-Aside Timber, are attached hereto.

THE SUCCESSFUL BIDDER, as a condition of award, will be required to complete and/or sign the following forms:

1. Form No. 1140-6, Independent Price Determination Certificate, 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 No. 1140-7, Equal Opportunity Affirmative Action Program Representation, for all contracts over \$10,000.
3. Form No. 1140-8, Equal Opportunity Compliance Report Certification.
4. Form No. 5430-1 Self Certification Clause
5. Form No. 5450-17, Export Determination.
6. SBA Form 723, Small Business Certification Required on All Preferential Sales of Set-Aside Timber

PRE-AWARD QUALIFICATIONS. The high 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 fifteen (15) 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.

A PERFORMANCE BOND in an amount not less than twenty (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.

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 above 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.

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 ten (10) percent of the total purchase price. For sales of \$500,000 or more, installment payments shall be \$50,000.

SBA SET-ASIDE SALE

Sale Date: August 26, 2008

(1) Roseburg Sale No. 08-10
Douglas County, Oregon: CBWR: Oral Auction

Sale Name: Suicide Squeeze Density Management
Bid Deposit Required: \$21,100.00

All timber designated for cutting on:

W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

Unnumbered lots in the N $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
NW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 27, T. 28 S., R. 8 W., W.M.

Section 5, T. 29 S., R. 8 W., W.M.

Section 15, T. 29 S., R. 8 W., W.M.

Approx. Number Merch. Trees	Est. Vol. MBF 32' Log	Est. Vol. C Cu. Ft.	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Est. Volume Times Appraised Price
14,638	1,404	3,347	Douglas-fir	1,775	\$ 90.80	\$161,170.00
5,595	895	1,984	Grand Fir	1,136	\$ 41.40	\$ 47,030.40
57	3	8	Western Hemlock	4	\$ 29.50	\$ 118.00
71	2	6	Ponderosa Pine	3	\$ 19.70	\$ 59.10
47	2	5	Incense-cedar	3	\$352.40	\$ 1,057.20
22	1	2	Western Redcedar	1	\$652.30	\$ 652.30
20,430	2,307	5,352		2,922		\$210,087.00

THIS IS A TIMBER SALE SET-ASIDE FOR PREFERENTIAL BIDDING BY SMALL BUSINESS CONCERNS HAVING 500 OR FEWER EMPLOYEES AS DEFINED BY THE SMALL BUSINESS ADMINISTRATION.

CRUISE INFORMATION

3P (Volume Table Cruise)

The Douglas-fir and Grand Fir have been cruised using the 3P system to select sample trees. The sample trees have been cruised and their volume computed on form class tables for estimating volume in 16-foot lengths. The volume is then expanded to a total sale volume. A map showing the location of these sample trees is available at the Roseburg District Office.

The volume of all other species has been determined by individual tree measurements using a 100% cruise.

A total of approximately 1,172 trees, which are considered unmerchantable, are designated for cutting. With respect to merchantable trees of all species: the average tree is 12.9" D.B.H.O.B., the average log contains 49 bd. ft., the total gross volume is approximately 3,098 M bd. ft. (MBF) and 94% recovery is expected.

CUTTING AREA: An area of approximately 211 acres in 9 units is to be partially cut. A right-of-way of 3 acres must be cut.

<u>TIMBER ACREAGE:</u>	Area 1:	34 Acres	Area 5:	9 Acres	Area 9:	14 Acres
	Area 2:	9 Acres	Area 6:	54 Acres	R/W:	3 Acres
	Area 3:	26 Acres	Area 7:	23 Acres		
	Area 4:	31 Acres	Area 8:	11 Acres		

ACCESS: Access to the sale area is provided by Government and privately controlled roads. A road use fee of \$295.70 will be required.

DIRECTIONS TO SALE AREA: To Harvest Areas 1 through 5: From Winston, proceed west on State Highway 42 approximately 11.8 miles and turn right onto Suicide Creek Road (29-8-2.0). Continue approximately 2.8 miles to BLM Road No. 28-8-27.0 and follow to the Contract Area.

To Harvest Areas 6 through 8: From Winston, proceed west on State Highway 42 approximately 14.9 miles and turn right onto BLM Road No. 29-8-9.0. Continue approximately 1.8 miles to the Contract Area.

To Harvest Area 9: From Winston, proceed west on State Highway 42 approximately 15.2 miles and turn left onto Quiet Mountain Road. Immediately turn left onto BLM Road No. 29-8-9.3 and proceed approximately 0.8 miles to the Contract Area.

Refer to timber sale Exhibits A and D for further details.

ROAD MAINTENANCE: Maintenance and rockwear fees of \$13,652.89 will be required to be paid to the BLM.

ROAD CONSTRUCTION: Estimates include approximately 36+87 stations of road construction and 18+45 stations of road renovation as shown on Exhibit C.

DURATION OF CONTRACT will be 36 months for cutting and removal of timber. The contract will contain SPECIAL PROVISIONS regarding: logging; environmental protection; road construction, road renovation; road use; road maintenance; fire prevention; slash disposal; log exporting; and Non-segregated Facilities. Log scaling may be required under the terms of this contract.

NOTES:

1. A Special Provision is included in the contract which enables the Contracting Officer to suspend the contract to facilitate protection of a certain plant or animal species, and/or to modify or terminate the contract when necessary to comply with the Endangered Species Act or a court order. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which may not have been amortized by timber removed from the contract area.
2. This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. These provisions include: (1.) The designation and sale of additional timber, such as corridor and guyline trees, at contract price, as necessary to facilitate safe and efficient logging. Such trees may be felled and removed when they are painted by the Authorized Officer; (2.) Sale of additional timber volume at current fair market value where the species and/or size of trees are not representative of the forest stand(s) being thinned; (3.) Government reservation of trees previously marked for cutting (replacement) when the Authorized Officer determines that it is necessary in order to maintain stand densities consistent with objectives set forth in management prescriptions; (4.) Use of

unilateral modifications executed by BLM for such additional and replacement timber; (5.) Revocation of the Purchaser's right to cut additional timber if the Authorized Officer determines that trees have been cut and removed that were not previously marked and approved for cutting and removal by the Authorized Officer; and, (6.) It is estimated that approximately **146** MBF of such additional timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal. This estimate is a net figure reduced by the estimate of the volume of trees previously marked for cutting, which the Authorized Officer may elect to reserve.

3. The following seasonal operating restrictions apply to this sale.
 - (a) No road construction or renovation shall be conducted between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive.
 - (b) No timber falling, bucking or yarding shall be conducted on the Contract Area from April 15 to July 15 of each calendar year, both days inclusive, due to bark slip.
 - (c) No timber yarding shall be conducted on those Harvest Areas designated for ground based yarding or accessed by unsurfaced, temporary roads from October 15 of one calendar year to July 15 of the following calendar year, both days inclusive.

Note: Beginning March 1, 2011, NSO surveys will be required for Harvest Areas No. 1, 5, 6, and 7 (if not yet harvested), due to the expiration of the two-year survey protocol.

4. **Those areas shown as cable logging on the Exhibit A and accessed by rock roads are available as winter logging opportunities and may proceed after October 15th and continue until April 15th (onset of barkslip). Some areas shown as ground based on the Exhibit A and accessed by rock roads may be suitable for cable logging and also be available for winter harvest.** Refer to attached seasonal restriction matrix for unit specifics.
5. Construction or renovation and decommissioning of Spurs No. 1, No. 2 and No. 3, and Road No. 28-8-27.1 A(Por) and Harvester/Forwarder Trail will be accomplished in the same operating season in which they are used for harvest activity. The Purchaser will be responsible for blocking and/or waterbarring all temporary access. **BLM will perform subsoiling operations on Spurs No. 1, No. 2 and No. 3.**
6. Cable yarding shall be done with a skyline yarding system capable of maintaining one-end suspension of logs, and equipped with a mechanical slack pulling carriage with a minimum of one hundred (100) feet of lateral yarding capability. Yarding corridors will be limited to a maximum width of twenty (20) feet. Spar height cannot exceed forty (40) feet with a maximum power rating of 225 HP.
7. Cable yarding portions of all Harvest Areas may require the use of lift trees and/or intermediate support trees.
8. A **harvester/forwarder** system is **required** where ground based logging is designated on the Exhibit A. Although not shown on Exhibit A, additional ground based area within the Harvest Areas may be available where slopes are thirty-five (35) percent or less.

9. In the **cable yarding portions** of the Harvest Areas all trees designated for cutting shall be felled, topped, limbed and cut in log lengths not to exceed **forty-one (41) feet prior to being yarded**. In the **ground based portions** of the Harvest Areas all trees designated for cutting shall be felled, topped, limbed and cut into log lengths not to exceed **twenty-one (21) feet** before being yarded.
10. To prevent the introduction of noxious weeds to the Contract Area, all logging and road building equipment, **except log trucks**, must be steam cleaned or pressure washed prior to initial move-in or upon return to the sale area if used elsewhere.
11. In the event administrative check scaling is requested by the BLM, the Purchaser must obtain a safe location, to be approved by the Authorized Officer, where logs can be unloaded, rolled out and scaled in accordance with Eastside Scribner Decimal C Rules by BLM scalers or independent scalers contracted to the BLM. The purchase price of the contract shall be reduced accordingly as compensation for delays in log transportation time.
12. Harvest acres shown on Exhibit A are net acres after roads interior to Harvest Area boundaries have been deleted from acreage calculations.
13. Forwarder operations associated with Harvest Area No. 9 require the use of a power line Right-of-Way. Douglas Electric Cooperative Inc. needs to be notified upon commencement of operations.
14. A License Agreement with Roseburg Resources Co. is required for log and mineral haul upon their roads.

Seasonal Restriction Matrix
Suicide Squeeze Density Management
OR10-TS08-10

Restricted times are shaded

Sale Area	Activity	Jan		Feb		Mar		Apr		May		June		July		Aug			Sept		Oct		Nov		Dec		
		1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	6	15	1	15	1	15	1	15	1	15	1
Unit 1	Falling and bucking ²																										
	Cable yarding on rock road ²																										
	Cable yarding on unsurfaced spur ^{1,2}																										
	Loading or hauling on unsurfaced spur ¹																										
	Loading or hauling on rock road																										
Unit 2	Falling and bucking ²																										
	Cable yarding on rock road ²																										
	Loading or hauling on rock road																										
Unit 3	Falling and bucking ²																										
	Cable yarding on rock road ²																										
	Loading or hauling on rock road																										
Unit 4	Falling and bucking ²																										
	Cable yarding on unsurfaced spur ^{1,2}																										
	Loading or hauling on unsurfaced spur ¹																										
Unit 5	Falling and bucking ²																										
	Cable yarding on rock road ²																										
	Loading or hauling on rock road																										
Unit 6	Falling and bucking ²																										
	Cable yarding on rock road ²																										
	Loading or hauling on rock road																										
Unit 7	Falling and bucking ²																										
	Ground-based harvesting ^{1,2,3}																										
	Loading or hauling on rock road																										
Unit 8	Falling and bucking ²																										
	Ground-based harvesting ^{1,2,3}																										
	Loading or hauling on rock road																										
Unit 9	Falling and bucking ²																										
	Ground-based harvesting ^{1,2}																										
	Loading or hauling on rock road																										
All areas	Road construction/renovation ¹																										

¹Wet season restrictions may be shortened or extended depending on weather conditions.

²Bark slip seasonal restrictions may be conditionally waived.

³Some areas designated for ground-based harvesting could be cable yarded, thus negating the need for wet season restrictions.

LOCKED GATE

Sale Date: August 26, 2008

(2) Roseburg Sale No. 08-14

Sale Name: Lurch Commercial Thinning & Density Management

Douglas County, Oregon: O&C: Oral Auction

Bid Deposit Required: \$11,700.00

All timber designated for cutting on:

Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE S $\frac{1}{4}$	Section 7	T. 23. S., R. 4. W., Willamette Meridian
Lots 2 and 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$	Section 19	T. 23. S., R. 4. W., Willamette Meridian
E $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$	Section 13	T. 23. S., R. 5. W., Willamette Meridian

Approx. Number Merch. Trees	Est. Vol. MBF 32' Log	Est. Vol. C Cu. Ft.	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Est. Volume Times Appraised Price
11,172	1,144	2,610	Douglas-fir	1,378	\$ 62.90	\$ 86,676.20
1,814	301	670	Grand Fir	371	\$ 32.60	\$ 12,094.60
194	16	38	Western Hemlock	20	\$ 31.30	\$ 626.00
92	6	15	Incense-cedar	7	\$407.20	\$ 2,850.40
275	12	29	Ponderosa Pine	14	\$ 23.60	\$ 330.40
435	31	84	Western Redcedar	39	\$356.80	\$ 13,915.20
13,982	1,510	3,446		1,829		\$116,492.80

CRUISE INFORMATION

3P (Volume Table Cruise)

The Douglas-fir and Grand Fir have been cruised using the 3P system to select sample trees. Part of the sample trees have been felled, bucked and scaled and the remainders have been cruised and their volume computed on form class tables for estimating volume in 16-foot lengths. The sample tree volumes were expanded to a total sale volume.

The volume of all other species has been determined by individual tree measurements using a 100% cruise.

With respect to merchantable trees of all species: the average tree to be harvested is 12.2" D.B.H.O.B., the average log contains 39 bd. ft., the total gross volume is approximately 1,938 M bd. ft. (MBF) and 94 percent recovery is expected.

CUTTING AREA: An area of approximately 153 acres in 5 units are to be thinned and 6 acres of right-of-way must be clearcut.

TIMBER ACREAGE:

Area 1: 69 acres	Area 4: 23 acres
Area 2: 23 acres	Area 5: 30 acres
Area 3: 8 acres	R/W: 6 acres

ACCESS: Access to the sale area is provided by Government and privately controlled roads. There are two (2) locked gates on Road 23-4-6.0. See Roseburg BLM receptionist for keys.

DIRECTIONS TO SALE AREA: To reach the sale area in Section 7, T. 23 S., R. 4 W., W.M., go north from Roseburg on Interstate-5 to Exit 154. Exit Interstate-5 and proceed east on County Road 7 approximately ¼ (.25) mile to the junction with BLM Road No. 23-4-6. Proceed south on BLM Road No. 23-4-6 and follow the Exhibit D map to the sale area.

ROAD MAINTENANCE: Maintenance and rockwear fees of \$5,009.55 will be required to be paid to the BLM, maintenance and rockwear fees of \$2,577.83 will be required to be paid to Juniper Properties Limited Partnership.

ROAD CONSTRUCTION: Estimates include the following: construct 59+10 stations of 14-foot subgrade and renovate 68+78 stations of 14-foot subgrade and decommission 84+23 stations.

DURATION OF CONTRACT will be 36 months for cutting and removal of timber. The contract will contain SPECIAL PROVISIONS regarding: logging; environmental protection; road construction, maintenance and use; fire prevention and control; slash disposal and site preparation; log exports; and non-segregated facilities. Log scaling may be required under the terms of this contract.

NOTES:

1. A Special Provision is included in the contract which enables the Contracting Officer to suspend or terminate the contract in order to: (1) comply with the Endangered Species Act or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Roseburg District Record of Decision (ROD) and Resource Management Plan (RMP)); (2) comply with a court order; (3) comply with BLM Manual 6840 as it relates to Federal proposed, Federal candidate, Bureau sensitive, or State listed species or habitat; or (4) protect raptor nests during nesting.

This contract provision limits the liability of the Government to the actual Out-of-Pocket Expenses incurred by the Purchaser which have not been amortized by the removal of timber from the contract area. In the event that operating time is lost as a result of the incorporation of additional contract requirements or suspension-related delays, an extension of time, with or without reappraisal depending on the reason for the suspension, will constitute a full and complete remedy for any claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to the Purchaser. In the event of a suspension that lasts longer than 30 days, the First Installment may be reduced and/or the unamortized Out-of-Pocket Expenses of road or other construction may be refunded or transferred to another contract at the election of the Purchaser.

2. Seasonal restrictions on operations apply (see attached Seasonal Restriction Matrix).
3. This one hundred fifty-nine (159) acre commercial thinning and density management sale contains the following areas: approximately ninety-five (95) acres of cable yarding and sixty-four (64) acres of ground-based yarding of which six (6) acres are right-of-way cutting. Yarding areas are shown on Exhibit "A." Timber haul routes are shown on Exhibit "D."
4. Yarding of log lengths greater than forty-two (42) feet will not be permitted.
5. The Authorized Officer will need to be advised when any retention trees are damaged during falling or yarding operations, or when retention trees need to be cut for yarding corridors or safety purposes.

6. Directional falling away from or parallel to property lines, unit boundaries, roads, retention trees and snags will be required. Directional falling away from or parallel to reserve areas and riparian buffers will be required for all trees cut within 100 feet of these areas.
7. In the cable yarding areas, a skyline logging system with lateral yarding and multi-span capability will be required. One-end suspension of logs will be required. Cable yarding will not be permitted in or through reserve areas or riparian buffers, except in harvest area 1 as shown on Exhibit "A", where full suspension will be required.
8. A harvester/forwarder system, tractor, rubber-tired skidder, or track-mounted log loader may be used in the areas designated for ground-based yarding. Ground-based yarding is generally permitted between May 15 and October 15, both days inclusive. Minor and incidental ground-based yarding may be permitted in limited portions of the cable yarding areas; ground-based yarding seasonal restrictions apply, and the locations involved and equipment used must be approved by the Authorized Officer.
9. Approximately 59+10 stations of 14-foot subgrade, unsurfaced road will be constructed. Approximately 68+78 stations of existing road will be renovated. Unsurfaced roads used for more than a single season or which must over-winter prior to decommissioning will be winterized in accordance with Exhibit "C."
10. All equipment used in road construction and/or yarding operations will be cleaned and inspected for noxious weed seed prior to move-in on BLM lands.
11. A license agreements with Juniper Properties Limited Partnership, Boucock, and Kingery are required for renovation and log haul upon their roads.
12. Slash disposal and site preparation requirements consist of the following: piling and covering slash and debris within a fifty (50) foot radius of landings and other locations designated by the Authorized Officer.
13. This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. This authority extends to the timber necessary to clear cable yarding roads and/or skid roads; providing tailhold, tieback, and guyline trees; and removing danger trees. The timber may be immediately cut and removed when the trees have been marked in a manner determined by the Authorized Officer. Payment for such additional timber shall be executed through a unilateral modification of the timber sale contract. The volume of the timber will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. It is estimated that approximately 92 MBF of such additional timber would be removed under the contract, but is not included in the advertised sale volume.

Additional timber shall be sold at the unit prices shown in Exhibit "B" of this contract unless: timber value must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract; or the Authorized Officer determines that the timber should be appraised and sold at fair market value in accordance with Sec. 8 of the contract because the species, size, grade and/or value of the additional timber is not representative of the character of the timber in the forest stand(s) otherwise designated for thinning.

14. This contract contains provisions for sub-soiling of spurs and ground based skid trails. The Purchaser shall have the option of completing this work or making contributions to the Government in lieu thereof. The Purchaser shall notify the Authorized Officer of their intention to make these contributions upon execution of the contract.

Seasonal Restriction Matrix

Sheet 1 of 1

Lurch Commercial Thinning & Density Management

OR10-TS08-14

Seasonal Restrictions^{1 & 2} are Black-Stippled.

Sale Units	Activity	Jan		Feb		Mar		Apr		May		June		July		Aug			Sept		Oct		Nov		Dec		
		1	15	1	15	1	15	1	15	1	16	1	15	1	16	1	6	15	1	16	1	15	1	15	1	15	
1,2,3,4 & 5	Ground-based yarding ^{1,2}																										
1,2,3,4 & 5	Right-of-way logging and clearing ²																										
1,2,3,4 & 5	Cable yarding on unsurfaced roads ^{1,2}																										
1,2,3,4 & 5	Loading or hauling on unsurfaced road ²																										
1,2,3,4 & 5	Falling and bucking ¹																										

¹ Bark slip seasonal restriction from April 15 to July 15 may be conditionally waived.

² Wet season restrictions from October 15 to May 15 may be shortened or extended depending on soil moisture and weather conditions.

SBA SET-ASIDE SALE

Sale Date: August 26, 2008

(3) Roseburg Sale No. 08-15 **Sale Name:** Dog Bone Commercial Thinning & Density Mgmt
Douglas County, Oregon: O&C and PD: Oral Auction **Bid Deposit Required:** \$11,200.00

All timber designated for cutting on:

SW $\frac{1}{4}$ SW $\frac{1}{4}$	Section 17	T. 26 S., R. 7 W., W.M.
S $\frac{1}{2}$ SE $\frac{1}{4}$	Section 18	T. 26 S., R. 7 W., W.M.
Lot 1, NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$	Section 19	T. 26 S., R. 7 W., W.M.

Approx. Number Merch. Trees	Est. Vol. MBF 32' Log	Est. Vol. C Cu. Ft.	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Est. Volume Times Appraised Price
15,254	1,265	2,836	Douglas-fir	1,505	\$ 67.40	\$101,437.00
2,209	223	499	Grand Fir	267	\$ 32.60	\$ 8,704.20
14	1	2	Western Hemlock	1	\$ 60.40	\$ 60.40
11	1	2	Incense-cedar	1	\$527.70	\$ 527.70
754	32	83	Ponderosa Pine	41	\$ 21.50	\$ 881.50
18,242	1,522	3,422		1,815		\$111,610.80

THIS IS A TIMBER SALE SET-ASIDE FOR PREFERENTIAL BIDDING BY SMALL BUSINESS CONCERNS HAVING 500 OR FEWER EMPLOYEES AS DEFINED BY THE SMALL BUSINESS ADMINISTRATION.

CRUISE INFORMATION

3P (Volume Table Cruise)

The Douglas-fir, Grand Fir and Ponderosa Pine have been cruised using the 3P system to select sample trees. The sample trees have been cruised and their volume computed on form class tables for estimating volume in 16-foot lengths. The sample tree volumes were expanded to a total sale volume.

The volume of all other species has been determined by individual tree measurements using a 100% cruise.

With respect to merchantable trees of all species: the average tree to be harvested is 11.0" D.B.H.O.B., the average log contains 33 bd. ft., the total gross volume is approximately 1,870 M bd. ft. (MBF) and 97 percent recovery is expected.

CUTTING AREA: An area of approximately 129 acres in 1 unit is to be thinned and 4 acres of right-of-way must be clearcut.

TIMBER ACREAGE: Area 1: 129 Acres R/W: 4 Acres

ACCESS: Access to the sale area is provided by Government and privately controlled roads.

DIRECTIONS TO SALE AREA: To reach the sale area in Section 19, T. 26 S., R. 7 W., W.M., go west/north from Roseburg on County Road 6 (Garden Valley) to County Road 6B. Turn left and proceed west on County Road 6B (Hubbard Creek) approximately 9 miles to the junction with BLM Road No. 26-7-7.0 (Hubbard Creek Road) continue approximately 1.75 miles to the junction with BLM Road No. 26-7-19.1. Follow the Exhibit "D" map to the sale area.

ROAD MAINTENANCE: Maintenance and rockwear fees of \$6,336.18 will be required to be paid to the BLM, and maintenance and rockwear fees of \$39.17 and a road use fee of \$272.00 (this is a temporary fee and subject to change) will be required to be paid to Seneca Jones Timber Co.

ROAD CONSTRUCTION: Estimates include the following: construct 42+80 stations of 14-foot subgrade and renovate 40+20 stations of 16-foot subgrade and two (2) temporary culverts will be installed.

DURATION OF CONTRACT will be 36 months for cutting and removal of timber. The contract will contain SPECIAL PROVISIONS regarding: logging; environmental protection; road construction, maintenance and use; fire prevention and control; slash disposal and site preparation; log exports; and non-segregated facilities. Log scaling may be required under the terms of this contract.

NOTES:

1. A Special Provision is included in the contract which enables the Contracting Officer to suspend or terminate the contract in order to: (1) comply with the Endangered Species Act; (2) comply with a court order or; (3) comply with BLM Manual 6840 as it relates to Federal proposed, Federal candidate, Bureau sensitive, or State listed species or habitat; or (4) protect raptor nests during nesting.

This contract provision limits the liability of the Government to the actual Out-of-Pocket Expenses incurred by the Purchaser which have not been amortized by the removal of timber from the contract area. In the event that operating time is lost as a result of the incorporation of additional contract requirements or suspension-related delays, an extension of time, with or without reappraisal depending on the reason for the suspension, will constitute a full and complete remedy for any claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to the Purchaser. In the event of a suspension that lasts longer than 30 days, the First Installment may be reduced and/or the unamortized Out-of-Pocket Expenses of road or other construction may be refunded or transferred to another contract at the election of the Purchaser.

2. Seasonal restrictions on operations apply (see attached Seasonal Restriction Matrix).
3. This one hundred and twenty-nine (129) acre commercial thinning sale contains the following areas: approximately seventy-six (76) acres of cable yarding and fifty-seven (57) acres of ground-based yarding of which four (4) acres are right-of-way cutting. Yarding areas are shown on Exhibit "A." Timber haul routes are shown on Exhibit "D."
4. Yarding of log lengths greater than forty (42) feet will not be permitted.

5. The Authorized Officer will need to be advised when any retention trees are damaged during falling or yarding operations, or when retention trees need to be cut for yarding corridors or safety purposes.
6. Directional falling away from or parallel to property lines, unit boundaries, roads, retention trees and snags will be required. Directional falling away from or parallel to reserve areas and riparian buffers will be required for all trees cut within 100 feet of these areas.
7. In the cable yarding areas, a skyline logging system with lateral yarding and multi-span capability will be required. One-end suspension of logs will be required. Cable yarding will not be permitted in or through reserve areas or riparian buffers
8. A harvester/forwarder system, tractor, rubber-tired skidder, or track-mounted log loader may be used in the areas designated for ground-based yarding. Ground-based yarding is generally permitted between May 15 and October 15, both days inclusive. Minor and incidental ground-based yarding may be permitted in limited portions of the cable yarding areas; ground-based yarding seasonal restrictions apply, and the locations involved and equipment used must be approved by the Authorized Officer.
9. Approximately 42+80 stations of 14-foot subgrade unsurfaced road will be constructed. Approximately 40+20 stations of existing road will be renovated. Unsurfaced roads used for more than a single season or which must over-winter prior to decommissioning will be winterized in accordance with Exhibit "C."
10. All equipment used in road construction and/or yarding operations shall be cleaned and inspected for noxious weed seed prior to move-in on BLM lands.
11. A license agreement with Seneca Jones Timber Co. is required for log haul upon their roads.
12. Slash disposal and site preparation requirements consist of the following: piling and covering slash and debris within a fifty (50) foot radius of landings and other locations designated by the Authorized Officer.
14. This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. This authority extends to the timber necessary to clear cable yarding roads and/or skid roads; providing tailhold, tieback, and guyline trees; and removing danger trees. The timber may be immediately cut and removed when the trees have been marked in a manner determined by the Authorized Officer. Payment for such additional timber shall be executed through a unilateral modification of the timber sale contract. The volume of the timber will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. It is estimated that approximately 91 MBF of such additional timber would be removed under the contract, but is not included in the advertised sale volume.

Additional timber shall be sold at the unit prices shown in Exhibit "B" of this contract unless: timber value must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract; or the Authorized Officer determines that the timber should be appraised and sold at fair market value in accordance with Sec. 8 of the contract because the species, size, grade and/or value of the additional timber is not representative of the character of the timber in the forest stand(s) otherwise designated for thinning.

15. This contract contains provisions for sub-soiling of ground based skid trails. The Purchaser shall have the option of completing this work or making contributions to the Government in lieu thereof. The Purchaser shall notify the Authorized Officer of their intention to make these contributions upon execution of the contract.

Seasonal Restriction Matrix

Sheet 1 of 1

Dog Bone Commercial Thinning & Density Management
OR10-TS08-15

Seasonal Restrictions^{1,2,3} are Black-Stippled.

Daily Operating Restrictions⁴ are shaded.

Sale Units	Activity	Jan		Feb		Mar		Apr		May		June		July		Aug			Sept		Oct		Nov		Dec			
		1	15	1	15	1	15	1	15	1	16	1	15	1	16	1	6	15	1	16	1	15	1	15	1	15	1	15
1	Falling, Bucking, and Yarding to Rock Roads ¹																											
1	Ground-based yarding ^{1,2}																											
1	Right-of-way logging and clearing ²																											
1	Cable yarding on unsurfaced roads ^{1,2}																											
1	Loading or hauling on unsurfaced temporary road ²																											
1	All Operations, except hauling, within 100yds. of 'Marbled Murrelet Habitat Area' (See Ex A) ^{3,4}																											

¹ Bark slip seasonal restriction from April 15 to July 15 may be conditionally waived.

² Wet season restrictions from October 15 to May 15 may be shortened or extended depending on soil moisture and weather conditions.

³ Seasonal restrictions to prevent disturbance to the marbled murrelet begins April 1 and ends August 5.

⁴ Daily operating restrictions to prevent disturbance to the marbled murrelet begins August 6 and ends September 15.