

This Advertisement includes:

Date Mailed:
8/14/2013

(Order of Auction)

1. Jumping Bean ORM07-TS13-07 (Scale Sale)
2. Pilot Thompson ORM06-TS13-10
3. Sterling Sweeper ORM06-TS13-03**

Sale Date:
9/12/2013

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

(RE-ADVERTISED)
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 12, 2013, at the Medford Interagency Office, 3040 Biddle Road Medford, Oregon.

THIS TIMBER SALE NOTICE does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003 – Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. The regulations do not authorize the acceptance of protests in any form other than a signed, written hard copy that is delivered to the physical address of the advertising BLM office. (No e-mail or fax protests will be accepted.) It is anticipated that the decision document will be published in the Grants Pass Daily Courier and the Medford Mail Tribune on or about August 15th and August 22nd, 2013 for Jumping Bean and Pilot Thompson Timber Sales. 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 original Sterling Sweeper Timber Sale Notice was released on February 28,**

2013, followed by a 15-day protest period as required by 43 CFR 5003.3. The principle of administrative finality precludes any further protest of the original Sterling Sweeper Timber Sale. There have been no changes to the re-advertised component of the Sterling Sweeper Timber Sale being offered for sale here. Consequently there is no new protest opportunity, and this decision is effective immediately.

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 were prepared for the (DOI-BLM-OR-M070-2012-003-EA) Jumping Bean Timber Sale, (DOI-BLM-OR-M060-2013-0003-REA) Pilot Thompson Timber Sale and (DOI-BLM-OR- M060-2013-0005-REA) Sterling Sweeper Timber Sales, a Finding of No Significant Impact has been documented for these projects. These documents are available for inspection as background for these sales at the Medford Interagency Office.

PROSPECTUS

Scale Sale

GRANTS PASS RESOURCE AREA
JOSEPHINE MASTER UNIT

Medford Sale # ORM07-TS-13-07
September 12, 2013 (AF)

#1. JUMPING BEAN, Josephine County, O&C, PD

BID DEPOSIT REQUIRED: \$41,500.00

All timber designated for cutting in E½SW¼ Section 20, W½NE¼ Section 29, Lot 2, E½SW¼ Section 31, T. 34S. R. 5W., NE¼SW¼, S½SW¼ Section 4, SE¼SE¼ Section 5, Lot 1 Section 8, N½NE¼, NE¼NW¼, N½SE¼ Section 9, N½SW¼, SE¼ Section 15, E½SE¼ Section 20, Lots 1, 2, and 3, NE¼NE¼, S½NE¼, E½NW¼, NE¼SW¼, SE¼ Section 21, W½NW¼ Section 22, NW¼ Section 23, W½SW¼ Section 25, S½NE¼, E½SW¼, W½SE¼ Section 33, T. 35S. R. 5W., SE¼NE¼, E½SE¼ Section 1., T. 35S. R. 6W., 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 |
|-----------------------------|-------------------------|----------------|-------------------------|----------------------|-----------------------------------|
| 15,587 | 2,144 | Douglas-fir | 2,625 | \$151.70 | \$398,212.50 |
| 2,585 | 139 | Incense-cedar | 173 | \$40.50 | \$7,006.50 |
| 439 | 82 | Ponderosa Pine | 105 | \$32.00 | \$3,360.00 |
| 526 | 65 | White Fir | 78 | \$57.60 | \$4,492.80 |
| 486 | 37 | Sugar Pine | 45 | \$32.40 | \$1,458.00 |
| 19,623 | 2,467 | Totals | 3,026 | | \$414,529.80 |

*Stumpage values have been determined by market value estimates and analytical appraisal methods were used to compute the appraised price. Additional information concerning the appraised price is available at the Medford Interagency Office.

TIMBER AUCTION LOCATION – The timber auction will be held at the Medford Interagency Office, located at 3040 Biddle Road, Medford, OR, at 9 a.m. on Thursday, September 12, 2013.

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 - All timber within the timber sale, excluding temporary routes 1 and 2, have been cruised using the PCMTRE sampling method to select sample trees. The sample trees have been measured, utilizing the VOLT system of measurement to determine plot volume, which is then expanded to a total sale volume. The volume of all species in temporary routes 1 and 2 have 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. Maps showing the

location and description of the PCMTRE plot centers are available at the Grants Pass Interagency Office.

With respect to merchantable trees of all conifer species: the average tree is 14.2 inches DBHOB; the average gross merchantable log contains 55 bd. ft.; the total gross volume is approximately 3,500 M bd. ft; and 86% recovery is expected. (Average DF is 14.4 inches DBHOB; average gross merchantable log DF contains 57 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 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 – Twenty five (25) units containing two hundred seventy seven acres (277) acres must be partial cut. Two right-of-ways must be cleared.

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

ACCESS - Access to the sale area is available via public roads to the contract area: from Grants Pass, Oregon travel North on 7th street and continue under the freeway over pass at I-5 exit 58 and continue down the off ramp, turn right on Scenic Road and follow it on to the left, and it will then turn into Granite Hill Road, continue on Granite Hill Road at MP 3.0 turn left on to BLM road 35-5-20 to reach the southern most units, 20-2, 21-13 and 21s-2. To locate the rest of the units see Exhibit C2 sheets 1-3 and see Exhibit A, Jumping Bean Timber Sale Location Map, and Grants Pass Resource Area transportation maps for more detailed information on roads and unit locations. Among other conditions, Agreement No. M-1166 (*with Indian Hill, LLC*) requires completion of a License agreement between the Purchaser and Permittee; Agreement No. M-1538 (*Josephine County Forestry*) requires the completion of a License agreement between the Purchaser and Permittee; Memorandum of Understanding dated 25 May, 2000 (*Oregon Department of Forestry*) requires the completion of a License agreement between the Purchaser and Permittee;

ROAD MAINTENANCE – The Purchaser will be required to maintain 29.22 miles of BLM and Private roads utilized for timber harvest operations and pay a maintenance fee of \$0.65 per MBF for the use of BLM roads shown in Section 42(C)(4) and a rock wear fee of \$0.51 per MBF, for the use of BLM roads shown in Section 42(C)(5).

ROAD CONSTRUCTION/RENOVATION - The contract will require the Purchaser to renovate 29.01 miles of existing road and construct 45.41 stations of Temp Route. Among other items, decommission of temp routes as referenced in C-12 decommissioning 2605. Additional information is available in the timber sale prospectus.

SOIL DAMAGE PREVENTION - Pursuant to Section 26 of Form 5450-3, Timber Sale Contract, no tractor yarding/ground based yarding, road maintenance/renovation, temporary route/swing

road, landing construction, and skid trail, landing, temporary route/swing road decommissioning 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 soil sample taken at 4"-6" to maintain form when compressed and by the inability of soil moisture at the surface to be readily displaced, causing ribbons and ruts along equipment tracks, 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. The Purchaser shall construct waterbars on tractor skid roads and block skid roads where they intersect with haul roads. Ripping of main skid roads required.

EQUIPMENT REQUIREMENTS –

1. Yarding tractor not greater than 9 feet wide, as measured from the outer edges of standard width track shoes and equipped with integral arch and winch capable of lining logs 75 feet.
2. Skyline yarder capable of one end log suspension, minimum lateral yarding capability of seventy-five (75) feet while maintaining a fixed position during inhaul, and yarding logs uphill approximately 1200 feet.
3. A minimum two hundred (200) flywheel horsepower tractor with mounted rippers and capable of ripping to a depth of eighteen (18) inches will be required for decommissioning temporary spurs, natural surface landings, and main tractor skid roads.

SLASH DISPOSAL – Appraised slash disposal consists of one hundred sixty five (165) acres of hand pile, cover, and burn and one hundred twelve (112) acres of lop and scatter.

CONTRACT TERMINATION – A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and /or to modify or terminate the contract when necessary to:

1. Comply with the Endangered Species Act, or;
2. Comply with a court order, or;
3. Protect 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. Seasonal operating constraints. (L-18, L-18a).
3. Slash treatment concurrent with logging.
4. Cleaning of equipment to eliminate noxious weed seeds is required prior to move in of equipment onto federal lands.
5. Whole tree, (limbs, tops attached) yarding will be allowed unless unacceptable damage occurs, (L-6).
6. Mechanical harvesters may be used. Restrictions apply. Section 42(B)(5)L-7.
7. It estimated that fourteen (14) skyline corridors will need tail (lift) trees between 30 and 60 feet in units 1-2, 9-16, 21-10, 21-11,31-1B, and 33-10. Appraisal covers tree climbing

- costs.
8. Unit 21-15 – line equipped shovel, (Yoader) necessary due to lack of adequate anchors on steep ground. Unit 9-2 Yoader necessary for a few settings.
 9. Haul off temporary route # 3 on to the 35-5-9.2 road will need a truck turn around. Truck turn-around is nearby and adjacent to the 35-5-9.2 road.
 10. Haul across buried gas line under 35-5-4.3 road, (unit 8-2). Refer to Exhibit C for mitigation.
 11. Temporary routes 1 and 2 have posted and painted boundaries. Temporary routes 3 thru 8 have a flagged centerline of red and white.
 12. This contract contains provisions, (L-25), for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. These provisions include: The designation and sale of additional timber, such as skid, 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; Sale of additional timber volume at current fair market value where the species of trees are not representative of the forest stands being thinned; 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; The use of unilateral modifications executed by BLM for such additional and replacement timber; 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, It is estimated that approximately 40 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.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – From Grants Pass, Oregon travel North on 7th street and continue under the freeway over pass at I-5 exit 58 and continue down the off ramp, turn right on Scenic Road and follow it on to the left, and it will then turn into Granite Hill Road, continue on Granite Hill Road at MP 3.0 turn left on to BLM road 35-5-20 to reach the southern most units, 20-2, 21-13 and 21s-2. To locate the rest of the units see Exhibit C2 sheets 1-4.

ENVIRONMENTAL ASSESSMENT - An environmental assessment DOI-BLM-OR-M070-2012-003-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 Interagency Office.

PROSPECTUS

Lump Sum Sale

Ashland RESOURCE AREA
Jackson MASTER UNIT

Medford Sale # ORM06-TS-13-10
September 12, 2013(AH)

#2. Pilot Thompson, Jackson County, (O&C, PD)

BID DEPOSIT REQUIRED: \$10,000.00

All timber designated for cutting in: Lot 6, SW ¼ NE ¼, E ½ SW ¼ Sec. 20; SE ¼ SW ¼, S ½ SE ¼ Sec. 27; NE ¼ NW ¼, Sec. 29; Lot 10, Lot 11, Lot 12, Sec. 30; Lot 4, SE ¼ SW ¼, SW ¼ SE ¼ Sec. 33; Lot 3, Lot 4, Lot 6, Lot 8, Lot 9, NW ¼ NE ¼, NE ¼ NW ¼, NE ¼ SW ¼, NW ¼ SE ¼, Sec. 34, T. 38 S., R. 04 W.. Lot 2, Lot 3, Lot 4, Sec. 3; NW ¼ NE ¼, E ½ SW ¼, E ½ SE ¼, SW ¼ SE ¼ Sec. 19; W ½ SW ¼ Sec. 20. T. 39 S., R. 04 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 |
|--------------------------------------|----------------------------------|-------------|----------------------------------|----------------------------|--|
| 7,247 | 1,070 | Douglas-fir | 1,289 | \$ 77.50 | \$ 99,897.50 |

*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 Interagency Office.

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

TIMBER AUCTION LOCATION – The timber auction will be held at the Medford Interagency Office, located at 3040 Biddle Road, Medford, Oregon, at 9:00 a.m. on Thursday, September 12, 2013.

CRUISE INFORMATION - The Douglas-fir have been cruised using the 3-P 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. A map showing the location and description of these sample trees is available at the Medford Interagency Office.

With respect to merchantable trees of all conifer species: the average tree is 15.2 inches DBHOB; the average gross merchantable log contains 51 bd. ft.; the total gross volume is approximately 1558 M bd. ft; and 83% recovery is expected.

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 – Twelve (12) units containing 217 acres must be partial cut. Two (2) right-of-ways containing 1 acre must be clear-cut.

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

ACCESS - Access to the sale area is available via existing BLM roads.

ROAD MAINTENANCE – BLM will maintain 15.05 miles of roads listed in Section 42(C)(3). The Purchaser will be required to pay a maintenance fee of \$3.35 per MBF or a total of \$4,316.35 for the use of these roads as shown in Section 42(C)(3). The Purchaser will be required to maintain 5.25 miles of native surface roads prior to timber haul and upon completion of timber haul under the terms of Exhibit D, as shown in Section 42(C)(4).

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 is high as determined by the Authorized Officer. The Purchaser shall construct motor vehicle barricades on all primary skid roads which intersect any haul roads; water bar all skid trails; and mulch and seed fill slopes on the newly constructed landings fill slope.

EQUIPMENT REQUIREMENTS - LOGGING: A yarding tractor not greater than 9 feet wide as measured from the outer edges of standard width shoes and equipped with an integral arch and a winch for lining logs seventy-five (75) feet. A skyline yarder capable of one-end suspension with a minimum lateral yarding capability of seventy-five (75) feet while maintaining a fixed position during inhaul.

SLASH DISPOSAL - Slash disposal will consist of Hand Piling.

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. The rocked portion of road 39-5-24 is not eligible for a seasonal restriction waiver. Hauling will not occur between November 15 of one calendar year and May 15 of the following calendar year, both days inclusive.
3. All major haul routes must be signed to control traffic and warn users of logging hazards. Additionally signs must be placed warning users of logging hazards where trails intersect the following roads: Hinkle Gulch Road (38S-4W-28.0), Section 33 Spur (38S-4W-33.01), Keeler Creek Spur (38S-4W-35.03), Ninemile Road (39S-5W-24.0), Panther Gulch Road (39W-5S-2.0), Lower Ferris Road (38S-4W-20) and Ferris Gulch Road (38S-4W-20).
4. All cable yarding corridors located in units 29-1 and 30-2A within Ferris Gulch would have slash and other debris scattered along their length.
5. All pine is reserved from cutting.
6. Unit 30-2A has a cultural ditch that intersects the west end of the unit. The ditch must be recontoured upon completion of harvest.
7. New temporary road construction will be used to access units 19-4 and 34-3.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – From Medford, proceed 3.5 miles West on W Main Street. Turn left onto state highway OR-238 (Jacksonville Highway). Proceed approximately 17 miles to the town of Applegate, Oregon. The project area is located on three different BLM roads. Cross the Applegate River and continue west on OR-238 approximately 2 miles to Ferris Gulch Road. Or after crossing Applegate River turn south on county road 927 (Thompson Creek Road) and travel for approximately 2 miles to Hinkle Gulch Road and then another 6 miles to Ninemile road.

ENVIRONMENTAL ASSESSMENT - An environmental assessment (DOI-BLM-OR-M060-2013-0003-REA) 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 Interagency Office.

****Revised****
PROSPECTUS
 Lump Sum Sale

Ashland RESOURCE AREA
 Jackson MASTER UNIT

Medford Sale # ORM06-TS-13-03
 September 12, 2013

#3. Sterling Sweeper, Jackson County, (O&C)

BID DEPOSIT REQUIRED: \$17,900.00

All timber designated for cutting in NW ¼ NW ¼, Sec. 26; NE ¼ NE ¼, N ½ NW ¼, SW ¼ SW ¼, Sec. 27; NW ¼ NE ¼, S ½ NE ¼, N ½ NW ¼, E ½ SW ¼, SE ¼, Sec. 34, T. 38 S., R 2 W.; Lot 6, NW ¼ SW ¼, S ½ SE ¼, Sec. 3, T. 39 S., R. 2 W.; SE ¼ SW ¼, S ½ SE ¼, Sec. 9; Lot 4, Sec.10; W ½ NW ¼ Sec. 14, T. 39 S., R. 2 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 |
|-----------------------------|-------------------------|---------------|-------------------------|----------------------|-----------------------------------|
| 3,045 | 832 | Douglas-fir | 1,023 | \$174.20 | \$178,206.60 |
| 3,045 | 832 | Totals | 1,023 | | \$178,206.60 |

*Stumpage values have been determined by market value estimates and analytical appraisal methods were used to compute the appraised price. Additional information concerning the appraised price is available at the Medford Interagency Office.

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

TIMBER AUCTION LOCATION – The timber auction will be held at the Medford Interagency Office, located at 3040 Biddle Road, Medford, Oregon, at 9:00 a.m. on Thursday, September 12, 2013.

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. With respect to merchantable Douglas fir: the average tree is 18.2 inches DBHOB; the average gross merchantable log contains 93 bd. ft.; the total gross volume is approximately 1,134 M bd. ft; and 90% recovery is expected.

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 – Two (2) units containing 23 acres must be partial cut. Fifteen (15) units containing 34 acres must be regen-cut (group select).

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

ACCESS - Access to the sale area is available via existing BLM roads and Road Use Agreement as shown in Section 42(C)(7). Among other conditions, these agreements require payment of road use fees in the amount of \$2,454.00 between the purchaser and permittee.

ROAD MAINTENANCE – BLM will maintain 20.97 miles of roads listed in Section 42(C)(1). The Purchaser will be required to pay a maintenance fee of \$2.90 per MBF or a total of \$2,967.71 for the use of these roads as shown in Section 42(C)(1). The Purchaser will be required to maintain 1.82 miles of native surface roads prior to timber haul and upon completion of timber haul under the terms of Exhibit D, as shown in Section 42(C)(2).

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 is high as determined by the Authorized Officer. The Purchaser shall construct motor vehicle barricades on all primary skid roads which intersect any haul roads; water bar all skid trails; and mulch and seed fill slopes on the newly constructed landings fill slope.

EQUIPMENT REQUIREMENTS - LOGGING: A yarding tractor not greater than 9 feet wide as measured from the outer edges of standard width shoes and equipped with an integral arch and a winch for lining logs seventy-five (75) feet. A skyline yarder capable of one-end suspension with a minimum lateral yarding capability of seventy-five (75) feet while maintaining a fixed position during inhaul.

SLASH DISPOSAL - Slash disposal will consist of Hand Piling.

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. Intermediate support will be needed for unit 27.6-9.
3. Approximately one hundred (100) trees marked with a white CWD on two sides shall be felled, but not bucked into logs, following the completion of yarding and site preparation activities. These trees must be left where they fall.
4. The 38-2-27.01 road is the only access to a residence. The purchaser shall widen the road where the yarder will be setup to provide road width for cars to pass. The purchaser shall not delay traffic for more than 20 minutes. The purchaser shall be required to remove three trench barricades to access units. After the harvest and completion of log haul the purchaser shall replace these with trench barricades of similar sizes.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – From Medford, proceed 4.3 miles South on Griffin Creek Road. Stay straight onto Anderson Butte Road and proceed approximately 1.1 miles to the project area.

ENVIRONMENTAL ASSESSMENT - An environmental assessment (DOI-BLM-OR- M060-2013-0005-REA) 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 Interagency Office.