

COOS BAY SALE NO. ORC00-TS-2017.0001
DEVILS 29 CT

COOS BAY DISTRICT OFFICE
UMPQUA RESOURCE AREA

SALE DATE: October 28, 2016
SALE TIME: 10:00 a.m.

SALE NO. ORC00-TS-2017.0001, DEVILS 29 CT

SET-ASIDE SALE

COOS COUNTY: OREGON: CBWR: ORAL AUCTION: Bid deposit required: \$34,400.00

All timber designated for cutting on: T. 21 S., R. 8 W., Sec. 29, W½NW¼, W½SW¼, SE¼SW¼, Will. Mer.

Approx. No. Merch. Trees	Est. Vol. MBF 32' Log	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Vol. Times Appraised Price
4074	1168	Douglas-fir	1431	\$240.10	\$343,583.10
28	4	Western hemlock	5	\$72.40	\$362.00
4102	1172	Totals	1436		\$343,945.10

THIS TIMBER SALE HAS BEEN CRUISED, APPRAISED, AND ADVERTISED BASED UPON SCRIBNER BOARD FOOT MEASURE (16 FOOT LOG). THE MINIMUM BID FIGURES SHOWN BY SPECIES ARE DOLLARS PER THOUSAND BOARD FEET (MBF). THE MINIMUM BID INCREMENT WILL BE \$0.50 PER MBF. SCRIBNER BOARD FOOT VOLUMES (32 FOOT LOG) BY SPECIES ARE DISPLAYED FOR INFORMATIONAL PURPOSES.

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.

CRUISE INFORMATION: With respect to merchantable trees of all species in all cruise strata: the average DBHOB is 17.0 inches: the average gross merchantable log contains 70 bd. ft.; the total gross volume is approximately 1,486 thousand bd. ft.; and 97% recovery is expected. The average DBHOB for Douglas-fir is 17.0 inches; and the average gross merchantable log contains 70 bd. ft. The following cruise methods were used for volume determination:

3P: The Douglas-fir and western Hemlock have been cruised using the 3P system to select 93 sample trees. A portion of the sample trees have been felled, bucked, and scaled and a portion of the sample trees have been cruised and the volumes computed using form class tables for estimating board foot volumes of trees in 16-foot logs. Volume from both methods is then expanded to a total sale volume. Maps showing the approximate

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locations of the sample trees are available at the Coos Bay District Office.

100% CRUISE: Timber volumes for tree species other than Douglas-fir, within the road right-of-way, were based on a 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs.

CUTTING AREA: Unit 1 contains 74 acres of partial cut. Acreage data was collected using a Trimble Geo XT Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

ACCESS: Access to the sale area is provided via: Oregon State highways, government controlled roads, and privately controlled roads. A gate restricts access to this sale. Keys are available at Coos Bay District Office. A refundable deposit of \$100 is required to obtain a key.

DIRECTIONS TO SALE AREA: From Coos Bay, travel north on Highway 101. Turn right on Hwy 38 on Umpqua Hwy heading east towards Elkton and travel 22.6 miles. Turn left onto road 22-9-14 Weatherly Big Creek Rd approximately 5.9 miles and turn right onto 22-9-24.1 approximately 1.49 miles and refer to Exhibits A and A-1 for unit locations.

ROAD USE & MAINTENANCE: Purchaser shall pay a maintenance and rockwear obligation totaling \$11,742.44 to the Government.

ROAD CONSTRUCTION: Road renovation estimates include the following
19.55 stations Class SN-16 road

Surfacing:

150 cu. yds. of 1½-inch minus crushed hardrock

557 cu. yds. of 3-inch minus crushed hardrock

DURATION OF CONTRACT: Will be 36 months for cutting and removal of timber. The contract will contain special stipulations regarding logging, road construction, road use and maintenance, fire prevention, hazard reduction and logging residue reduction, log export and substitution, optional scale check of lump sum sales, equal opportunity in employment, cultural resource protection, and sensitive, threatened, or endangered plants or animals.

SPECIAL PROVISIONS:

1. Snags that are felled for safety reasons will be left on site. [41c](#)
2. All western redcedar, Pacific yew and hardwood trees other than red alder are reserved from cutting, except within road right-of-ways. [41d](#)
3. All existing down coarse woody debris is reserved from cutting and removal. [41e](#)
4. Directional felling is required away from roads, property lines, posted boundaries, orange-painted reserve trees, Stream Channels, and snags. [42b3](#)
5. Cutting or yarding during high sap flow, March 31 through July 1, may be restricted by the Authorized Officer. [42b4](#)
6. In the Partial Cut Area, conifer trees will be bucked to a maximum of 41-foot lengths. [42b6](#)
7. In the Cable Yarding Area, yarding shall be completed with cable-type equipment capable of lateral yarding 75 feet each side of the skyline road. [42b8](#)
8. In the Cable Yarding Area, one-end suspension is required. Lift trees and/or intermediate support trees may be necessary to achieve suspension. [42b10](#)
9. No-harvest zones will be maintained adjacent to Stream Channels. Corridor trees felled within the no-harvest zone shall be left on site. Unless designated for removal by the Authorized Officer. [42b13](#)
10. Full-log suspension will be required over Stream Channels. Where full suspension cannot be achieved, yarding will occur during the dry season. [42b14](#)
11. Within safety standards, harvest trees will be directionally felled away from any Stream Channels; however, trees that must be felled toward or parallel to the Stream Channel should be temporarily retained on site to provide bank armament if other trees need to be yarded across the channel. [42b15](#)
12. The location and use of yarding roads and harvester roads in the Cable Yarding Area shall be approved by BLM prior to use by the Purchaser. [42b17](#)
13. Skyline corridors will be no wider than 12 feet as measured between reserve trees and 150 feet apart on one end as measured perpendicular to the proceeding corridor. [42b17a](#), [42b11](#)
14. Road building and logging equipment will be washed prior to moving into the Contract Area to minimize the spread of noxious weeds. [42b22](#) and [Exhibit F](#)
15. Any required construction, improvement, or renovation of structures and roads shall occur during the dry season, May 1 through October 1, both days inclusive, of the same calendar year. [42c2](#)
16. BLM will assume supervisory responsibility for disposal of logging slash. [42e1](#)

SCHEDULE I

Sec. 41. TIMBER RESERVED FROM CUTTING. The following timber on the Contract Area, shown on Exhibit A, which is attached hereto and made a part hereof, is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of the Government:

- a. All timber on the Reserve Area, shown on Exhibit A, and all blazed, orange painted and/or posted trees which are on or mark the boundaries of the Reserve Area.
- b. All orange painted reserve trees marked above and or below stump height within the Partial Cut Area and Special Cutting Area, as shown on Exhibit A.
- c. All existing standing dead trees within the Partial Cut Area except those trees which must be felled to permit safe working operations. Snags felled for safety reasons shall be left on site.
- d. All western redcedar, Pacific yew and hardwood trees, other than red alder, are reserved from cutting, except within road right-of-ways.
- e. All existing coarse woody debris within the Contract Area, unless the Authorized Officer determines the volume to be included in the Exhibit B, which is attached hereto and made a part hereof.
- f. All Bearing Trees with metal tags which mark property corners.

SPECIAL PROVISIONS - Page 1 of 19 pages

Sec. 42. SPECIAL PROVISIONS. Purchaser shall comply with the special provisions which are attached hereto and made a part hereof unless otherwise authorized, in writing, by the Authorized Officer:

a. Periodic Payment and First Installment Adjustment

(1) Notwithstanding the provisions of Sec. 3(b), the amount of the first installment may be reduced by the Government when the Contracting Officer requests the Purchaser to interrupt or delay operations for a period expected to last more than thirty days during the operating season. Such interruption or delay must be beyond the Purchaser's control. Operating Season shall be defined, for this purpose, as the time of year in which operations of the type required are normally conducted and not specifically restricted under the contract. The first installment may be reduced to five percent of the installment amount listed in Sec. 3(b), during the delay period. The Purchaser must request such a reduction in writing. When the Contracting Officer notifies the Purchaser that operations may proceed, the purchaser shall have fifteen days after such notification to return the first installment to the full value specified in Sec. 3(b). Failure to return the first installment to the full value within the allotted time will be considered a material breach of contract. No timber shall be cut or removed from the contract area until the first installment is restored to the full amount.

(2) Notwithstanding the provisions of Sec. 3(b), adjustments in the due dates for periodic payments may

be made by the Government if the Contracting Officer interrupts or delays contract operations for a period expected to last at least thirty days, and the interruption or delay is beyond the Purchasers control. Any adjustment made shall provide the Purchaser with an equal amount of operating time as would have been available without the delay. The Purchaser shall request such adjustment in writing before the due date for a periodic payment contained in Sec. 3(b).

b. Logging

(1) Prior to commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A pre-work conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved.

(2) Before beginning operations on the contract area for the first time, or after a shutdown of ten or more days, the Purchaser shall notify the Authorized Officer in writing of the date he plans to begin operations. He shall also notify the Authorized Officer in writing if he intends to cease operations for any period of ten or more days.

(3) Directional felling is required away from roads, property lines, posted boundaries, orange-painted reserve trees, no-harvest areas and snags.

(4) Cutting or yarding during high sap flow, March 31 through July 1, may be restricted by the Authorized Officer.

(5) All trees designated for cutting in the Partial Cut Area shall be felled, limbed, topped, and cut into log lengths not to exceed 41 feet before yarding.

(6) Rub trees may be cut and yarded after all lateral yarding is complete on each setting, as directed by Authorized Officer.

(7) Yarding shall be completed with cable-type equipment. A carriage capable of yarding in a fixed position 75 feet in either direction from the skyline corridor will be required.

(8) Complete re-spooling of lines is required in making cable yarding road changes.

(9) One-end suspension will be required for in-haul of logs during cable yarding operations. Lift trees and or intermediate supports may be required to obtain the required suspension.

(10) Cable yarding corridors will be 150 feet apart, as measured from the tail hold perpendicular to the preceding corridor, or where the skyline reaches the far edge of the unit.

(11) Where yarding road locations allow, cable yarding will be done so that corridors are parallel rather than radiating from one central landing, and are placed to avoid a Stream Channel, shown on Exhibit A. Where

yarding is to occur over a Stream Channel, the yarding roads will be kept as perpendicular to the Stream Channel as possible.

(12) Corridor trees felled within the no-harvest zone will be felled toward the Stream Channel and left in place unless designated for removal by the Authorized Officer. All trees within the no-harvest zone are painted orange.

(13) Where cable yarding must occur through the no-harvest area adjacent to a Stream Channel, logs will be fully suspended to protect stream banks. Where full suspension is not feasible, operations over any Stream Channel with visible surface flow will occur only during the dry season, as designated by the Authorized Officer. Bare mineral soil within 50 feet of a Stream Channel, which has been exposed by yarding, shall be covered with slash to trap sediment and prevent erosion.

(14) Within safety standards, harvest trees will be directionally felled away from any Stream Channels; however, trees that must be felled toward or parallel to the Stream Channel should be temporarily retained on site to provide bank armament if other trees need to be yarded across the channel.

(15) Prior to attaching any logging equipment to a reserve tree, the Purchaser shall obtain written approval from the Authorized Officer and shall take precautions to protect the tree from damage as directed in writing by the Authorized Officer

(16) Before cutting and removing any trees necessary to facilitate logging in the Partial Cut Area, the Purchaser shall identify the location of the harvester roads, cable yarding roads and tailhold, tieback, guyline, lift, intermediate support, and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser's identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding the following conditions must be met:

(a) All cable yarding roads upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the safe removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with minimum damage to reserve trees, however, unless otherwise approved in writing by the Authorized Officer, the width of each cable yarding corridor shall be limited to 12 feet.

(b) The Purchaser may immediately cut and remove additional timber to clear cable yarding corridors; and provide tailhold, tieback, guyline, lift and intermediate support trees; and clear danger trees when the trees have been marked with blue paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber to be sold will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Sec. 3(b) of the contract or sufficient bonding has been provided in accordance with Sec. 3(d) of the contract.

(c) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Authorized Officer and that such timber shall be sold at the unit prices shown in the Exhibit B of this contract unless the value of the timber must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract; or, the Authorized Officer determines that any tree that exceeds 24 inches diameter at breast height shall be appraised and sold by bilateral modification of the contract at current fair market value in accordance with Sec. 8 of the contract.

(d) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer which, under Sec. 10 of the contract, constitutes a violation of the contract, and, under Sec. 13 of the contract, may constitute a trespass rendering the Purchaser liable for damages under applicable law.

(e) If authorization is withdrawn, the Authorized Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least three working days prior to the need for cutting and removing any additional timber, and execute a bilateral modification prior to cutting for such additional approved timber at the unit prices shown in the Exhibit B of the contract or in accordance with Sec. 8 or Sec. 9 of the contract as determined by the Authorized Officer in accordance with this provision. The Authorized Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.

(f) The Government may reserve trees previously designated for cutting and removal by applying orange paint as replacements for additional trees cut and removed for skid roads and/or cable yarding road corridors when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescription. This may include the replacement of trees damaged by storm events, insects or disease. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B of the contract. The Purchaser agrees that the Total Purchase Price stated in Sec. 2 of this contract shall be reduced accordingly through a unilateral modification to the contract executed by the Authorized Officer.

(17) In accordance with the requirements of Sec. 8, it has been determined that it is in the best interest of the government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in the Contract Area that is: obstructing needed cable yarding corridors, hazardous to workers in accordance with applicable State safety laws, codes, or regulations and must be cut or removed so that the Purchaser can continue active falling or yarding operations; needed for guyline trees to meet all applicable State safety laws, codes or regulations and must be cut or removed so the Purchaser can continue active yarding operations; or are severely damaged from the normal conduct of felling or yarding operations. The Purchaser is therefore authorized to cut and remove such additional timber in accordance with the provisions of Sec. 8; provided, however, that:

(a) the Purchaser shall identify each tree sold and cut in accordance with this provision by marking the surface of the stump immediately after cutting with a large "X", cut with a chain saw, and by painting the stump with fluorescent red paint so that the stump can be visually located from a distance of not less than 100 feet;

(b) concurrently with falling, paint the butt of each tree with fluorescent red paint. When butt logs are yarded, deck separately for inspection by Authorized Officer;

(c) The Purchaser conforms to all requirements of Sec. 8 of this contract; provided that (1) the unit prices for additional timber within unit boundaries shall be the unit prices shown in Exhibit B of this contract, or the reappraised unit prices arrived at in accordance with Sec. 9 of this contract, and (2) timber outside of unit boundaries shall be sold at fair market value;

(d) no timber may be cut or removed under the terms of this provision if all contract payments required by Sec. 3. (b) or 3.(d) have not been made; and,

(e) permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:

- (1) failed to properly mark any stump with the "X" mark.
- (2) failed to properly mark any butt log with the "X" mark.
- (3) cut any tree that was reserved for tree improvement and/or wildlife habitat.
- (4) cut any tree in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
- (5) cut any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground-based yarding.
- (6) cut any reserve tree that was not severely (as defined during the pre-work conference and documented in the approved logging plan) damaged from felling and yarding operations.
- (7) cut more than the minimum number of trees necessary to properly serve as guyline anchor stumps.
- (8) cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.
- (9) cut more than the minimum number of trees necessary to properly serve as tie-backs for topped tailhold trees.

Failure to perform any of the conditions listed above may be considered a trespass.

(18) As directed by Authorized Officer, for a distance of 100 feet from the perimeter of each landing, all logs more than eight inches diameter at the large end and longer than eight feet in length shall be decked or windrowed at the location designated by the Authorized Officer except logs removed from the contract area. If a

log or a piece of a log meeting or exceeding the above specifications is bucked all portions of that log shall be yarded and decked at the above described location.

(19) In the Partial Cut Area, significant damage to residual trees shall be kept to a minimum. Significant damage is defined as any tree having greater than twelve square inches of the bark removed from the circumference of the tree, any tree with top diameter broken at three inches in diameter or greater, or any tree being visually root-sprung. If the Authorized Officer determines that damage has become commonplace due to a lack of caution or operator negligence, a written warning of non-compliance will immediately be issued to the Purchaser. The Authorized Officer may suspend operations until safeguards are put in place to protect the reserve trees. If the damage continues, it will result in a violation of Sec. 13 of the contract, Timber Trespass, and the Purchaser will be held liable for damages. Any reserved trees significantly damaged or destroyed by the Purchaser shall be valued at current market value of the merchantable volume for purposes of determining damages.

(20) In the Partial Cut Area, any reserved hardwood cut to facilitate logging shall be limbed, topped and yarded and shall be decked separately as directed by the Authorized Officer. Felled reserved hardwoods shall remain property of the Government.

(21) To control the spread of noxious weeds, the Purchaser shall conduct all operations involving the transportation and use of equipment and vehicles in strict accordance with the requirements shown on Exhibit F, which is attached hereto and made part hereof. All road building and logging equipment which will be used off of existing roads will be washed prior to moving into the Contract Area to minimize the spread of noxious weeds.

c. Road Construction

(1) The Purchaser shall construct, improve, or renovate a road in strict accordance with the road plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof.

(2) Any required construction, improvement, or renovation of structures and roads shall occur during the dry season, May 1 through October 1, unless dry conditions exist that may extend those dates as approved by the authorized officer.

(3) Any required construction, improvement, or renovation of structures and roads shall be completed and accepted prior to the haul of any timber, except right-of-way timber, over that road.

(4) In addition to the requirements set forth in Sec. 25 of this contract, the Purchaser shall complete erosion control and soil stabilization measures on all cuts, fills, waste areas, and scarified areas, as designated by the Authorized Officer, along all sections of roadway disturbed during the year prior to October 1 of each year. The Authorized Officer may set time limits for the beginning and completion of erosion control and soil stabilization measures and modify seasonal dates to conform to existing weather conditions and changes in the construction schedule. Such work shall be accomplished in accordance with Erosion Control and Soil Stabilization, 1700 and 1800 Series, contained in Exhibit C.

(5) The Purchaser shall, prior to construction of landings, stake all landing locations in accordance with the requirements set forth in Exhibit C. Concurrently with, or at the termination of logging operations, the Purchaser shall pull back and shape onto the landings all overhanging materials to prevent erosion in accordance with the requirements set forth in Exhibit C.

d. Road Use and Maintenance

(1) The Purchaser shall be required to secure written approval to use or haul equipment over Government owned or controlled structures when that equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit.

Tracked type equipment shall not be allowed to cross over concrete bridge decks, other concrete surfaced structures or asphalt surfaced roads without the proper protection of that surface. Prior approval shall be obtained from the Authorized Officer when crossing with protective devices.

Details of such equipment shall be furnished to the Authorized Officer for evaluation of load characteristics, at least 15 days prior to proposed move in. Details shall include:

- (a) axle weights when fully loaded;
- (b) axle spacing;
- (c) transverse wheel spacing;
- (d) tire size;
- (e) outside width of vehicle;
- (f) operating speed;
- (g) frequency of use; and,
- (h) special features (e.g. running tracks, overhang loads, etc.).

The Purchaser shall be responsible for repair of any damage to structures caused by the use of overweight or over-dimension vehicles: (1) without written approval, (2) in violation of the conditions of a written approval or (3) in a negligent manner. The amount of actual damage shall be determined by the Authorized Officer following a technical inspection and evaluation.

(2) At all times during the period of his operations on the contract area, and upon completion of said operations, the Purchaser shall be liable for maintenance and repair of such roads shown on Exhibit D, which is attached hereto and made a part hereof, resulting from wear or damage in accordance with the maintenance specifications as shown on Exhibit D

(3) The Purchaser is authorized to use the roads shown on Exhibit E, which is attached hereto and made a part hereof, for the removal of Government timber sold under the terms of this contract and for haul of mineral material required under the terms of this contract; provided, that the Purchaser shall pay a Maintenance Obligation to the Government totaling \$11,742.44, as shown on Exhibit E. Unless the total Maintenance

Obligation due to the BLM is paid prior to commencement of operations on the contract area, payments shall be made in installments payable in the same manner as and together with payments required by Sec. 3 of this contract. Timber modification volume will be assessed at a rate of \$8.18/MBF for removal of timber over Government controlled roads.

(4) With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users of any BLM controlled road included in Secs. 42(c)(1) and 42(d)3 of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on these roads.

e. Fire Prevention, Hazard Reduction and Logging Residue Reduction

(1) BLM will assume supervisory responsibility for disposal of logging slash. The assumption by the Government of all obligations for the disposal or reduction of fire hazard under state law does not relieve the Purchaser of the obligations to perform the fire prevention, hazard reduction and logging residue reduction measures required by this contract.

(2) Fire Prevention and Hazard Reduction. Primarily for purposes of fire prevention and fire hazard reduction, the Purchaser shall comply with the following provisions:

(a) Prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, the Purchaser shall prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.

(b) Slash shall be disposed of in accordance with the written instructions of the Authorized Officer.

(3) Logging Residue Reduction. Primarily for hazardous fuel reduction, watershed protection and silvicultural purposes, the Purchaser shall comply with the following provisions:

(a) In addition to the requirements of Section 15 of this contract, the Purchaser shall be responsible for logging residue reduction at all landing sites in the sale area.

Specifications for Landing Piling

(b) Within the sale area, the Purchaser shall (1) remove logging residue for offsite utilization or (2) pile on site for burning. Logging residue includes slash from the harvest operations and related road construction, renovation or improvement.

(c) At all landing sites within the sale area, the Purchaser shall either (1) remove from the site for offsite utilization or (2) pile for burning, all logging residue that is presently on and around the immediate vicinity of the landing sites.

(d) If offsite utilization is intended, the Purchaser shall upon request from the Authorized Officer, provide information on the method of removal, the total tonnage, the intended use and destination of logging residue being removed from the sale area.

(e) Any logs or useable residue identified in the contract as reserved shall remain the property of the Government and may not be shipped for offsite utilization.

(f) Prior to commencement of logging residue removal, the Purchaser shall provide advanced notification to the Authorized Officer in order to arrange for on-site inspections of the removal operations. Upon completion of residue removal, the Purchaser shall notify the Authorized Officer to arrange for a final inspection of the landing sites.

(g) Unless approved in advance by the Authorized Officer, landing piling shall be completed at each yarding location (setting) at the conclusion of yarding operations at that setting while logging equipment is on site.

(h) Logging residue within the immediate vicinity of the landing and any residue that overhangs the landing sites that can be reached with the logging equipment on site shall be pulled completely back up onto the landing surface and either piled for burning or segregated for other uses.

(i) Logging residue meeting the criteria set forth in [Sec. 42.b.\(19\)](#) shall not be piled for burning but shall be segregated into separate piles that are no closer than twenty feet from residue piles that will be burned.

(j) If during the course of pile construction or during a final acceptance inspection, the Authorized Officer determines that landing piles contain excessive amounts of logging residue that meets the specifications as described in [Sec. 42.b.\(19\)](#), the purchaser may be required to remove the specified residue from the burn piles.

(k) Root wads from road and landing construction activities shall not be included in the landing piles. Piling of slash on top of root wad piles is not permitted. Any root wad piles found by the Authorized Officer to be capped by slash will require the removal and re-piling of the slash by the Purchaser.

(l) Landing piles shall be constructed as upright as possible and have a solid base to promote stability and prevent toppling. The Purchaser is responsible for ensuring that stable landing piles are constructed.

(m) During or after pile construction, landing piles shall be shaped and contoured in such a

manner that will allow for polyethylene sheeting (PE) to lay in a smooth and uniform manner completely across the top and partially down the sides of the pile to promote shedding of water, prevent pooling of water and to reduce the possibility of PE being ripped or torn by underlying slash or from wind. Landing piles found by the Authorized Officer not meeting this shaping requirement shall be reconstructed or reshaped by the Purchaser.

(n) The Purchaser shall request an inspection of landing piling before piling equipment is moved off site. If piling equipment is moved off site before inspection and the landing piles are subsequently found to be noncompliant with the specifications and require a re-work, the Purchaser shall be responsible for costs associated with move-in of piling equipment to rework piles. Unless approved by the Authorized Officer, all requests for inspection of landing piling shall be made in writing (email is acceptable) at least ten days in advance of planned equipment removal.

Specifications for Landing Pile Covering

(o) Only landing piles that have been inspected and approved by the Authorized Officer shall be covered. Pile covering shall be completed no later than September 15 of the current year at all landing sites where yarding activities have been completed. This applies to each year that the timber sale is active.

(p) The Purchaser shall place polyethylene sheeting (PE), four MIL thickness and black in color over the pile so as to provide an adequate level of protection from fall/winter rains. PE sheeting shall lie uniformly and as smoothly as possible across the top of the pile and shall extend partially down the sides. For small properly constructed piles with base dimensions of approximately 10 ft. x 10 ft. or less, the size of the PE sheeting should not need to exceed approximately 100 square feet.

(q) To meet ignition and combustion needs, larger piles will require additional PE sheeting in excess of 100 square feet to adequately cover the pile and protect it from wetting fall/winter rains. The Purchaser shall contact the Authorized Officer before any pile covering begins to receive specific direction on which piles will require additional covering. At that time, the Authorized Officer will identify all piles that shall have additional PE covering. If piles are covered without the advice and consent of the Authorized Officer and are subsequently found to be inadequately covered, the Purchaser may be required to re-cover or add additional covering to the piles before acceptance is made.

(r) At landing sites with excessive logging residue that overhangs the landing which cannot be reached and pulled back up onto the landing with equipment on site, the Purchaser shall place additional PE sheeting over the residue concentrations below the landings.

(s) On roads that have been closed and/or decommissioned, decks of Purchaser owned logs that were not shipped by the Purchaser shall be covered with PE for burning. The Authorized Officer may waive this requirement if future utilization is determined to be feasible. Decks of reserved logs belonging to the Government are exempt from this requirement.

(t) All PE sheeting shall be weighted down with slash or logging debris in order to prevent

blowing off or sliding. An adequate amount of anchoring material should be placed on top of the pile but no more than 20 percent of the material to be piled may be placed on top of the PE. For piles described in (q) above, the Authorized Officer may require the removal of PE before burning so the Purchaser should exercise discretion with respect to the method of application, the amount and composition of anchoring material used when securing the PE.

(u) Piles of root wads generated from road and landing construction activities and piles of residue identified by the Authorized Officer for other uses shall not be covered with PE sheeting.

(v) In accordance with verbal or written instructions to be issued by the Authorized Officer at least ten days in advance of the earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or his/her designated representative, assist in burning and fire control, at the Purchaser's expense, provide the services of personnel and equipment as follows:

Specifications Applicable Landing Pile Burning

1. The Purchaser shall begin landing pile burning within fourteen hours of notification by the Authorized Officer.
2. In accordance with the Authorized Officer's verbal instruction, immediately before ignition on piles with coverings in excess of 100 sq. ft., the Purchaser may be required to remove as much PE sheeting from the pile as feasibly possible.
3. The Purchaser shall dispose of removed polyethylene sheeting in accordance with any applicable Federal, State, and municipal laws. Removed PE sheeting shall not be disposed of in burn piles.
4. For each entry, the Purchaser may provide more personnel, equipment and materials than indicated but no less than the minimum requirements below. Minimum personnel, equipment and materials requirements for burning landing piles are:
 - a. One English-speaking foreman for crew supervision.
 - b. Three people to assist the foreman in pile burning.
 - c. Four drip torches and sufficient mixed fuel to complete all pile burning.
5. A minimum of ninety percent consumption of each pile is required. Some stoking or chunking of piled material around pile edges may be required to meet the 90% consumption requirement. Stoking can be accomplished by hand or the Purchaser will be allowed to use their heavy equipment (if onsite) to facilitate stoking or re-piling of residue during pile burn operations. Unless approved in advance by the Authorized Officer, heavy equipment shall not be allowed to operate off of all-weather road surfaces.

6. No mop-up is required of the Purchaser.

(w) Based on the time of year and sequence in which harvest and treatment of the units is completed, burning may be required to be accomplished over multiple seasons using multiple entries.

(x) Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the personnel, equipment and materials required herein, the Purchaser shall be responsible for all additional costs incurred by the Government in disposing of slash including but not limited to the wages and other costs of providing federal employees and others as substitute labor force, the cost of providing substitute equipment, materials and appropriate additional overhead expenses. If the Purchaser's failure results in deferral of burning, and new conditions necessitate additional site preparation work and/or the use of additional personnel and equipment to accomplish the planned burn, the Purchaser also shall be responsible for such additional costs.

f. Optional Scale Check of Lump Sum Sales

(1) The Government, at its option, may administratively check scale any portion of the timber removed from the contract area, and if necessary, conduct check scaling of independent scalers contracted to BLM for administrative check scaling purposes. The Purchaser hereby agrees to make such contract timber available for such scaling at a location or locations to be approved in writing by the Authorized Officer. At the approved location or locations, the Purchaser shall provide an area for logs to be safely rolled out for scaling, to unload logs from trucks, place logs in a manner so that both ends and three faces of each log are visible for scaling, and to reload or remove logs after scaling has been completed.

(2) In the event that BLM elects to administratively check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows. If the entire sale is check scaled by yard scale, the purchase price of this contract shall be reduced by \$1,077.00. In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of \$1,077.00 which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling. Scaling shall be conducted in accordance with the Eastside Scribner Scaling Rules by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report will be made available to the Purchaser upon request.

g. 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.

(1) All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export under the United States in the form of unprocessed timber, and is prohibited from being used as a

substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as (1) any logs except those of utility grade or below, such as saw logs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses; or (4) western redcedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters inches in thickness or less; (6) shakes and shingles.

Substitution will be determined under the definition found in 43 CFR 5400.0-5(n).

The Purchaser is required to maintain and upon request to furnish the following information:

- (a) date of last export sale;
- (b) volume of timber contained in last export sale;
- (c) volume of timber exported in the past 12 months from the date of last export sale;
- (d) volume of Federal timber purchased in the past 12 months from the date of last export sale;
- (e) volume of timber exported in succeeding 12 months from date of last export sale; and,
- (f) volume of Federal timber purchased in succeeding 12 months from date of last export sale.

(2) In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a "Certificate as to Nonsubstitution and the Domestic Processing of Timber" (Form 5460-16). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

(3) In the event an affiliate of the Purchaser has exported private timber within twelve months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in a form specified by the Authorized Officer and furnish the information to the Authorized Officer.

(4) Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer a "Log Scale and Disposition of Timber Removed Report" (Form 5460-15) which shall be executed by the Purchaser. In addition, the Purchaser is required under the terms of this contract to retain for a three-year period from the date of termination of the contract the records of all sales or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management.

(5) Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly

and legibly one end of all logs with a scaling diameter (small end inside bark) of over ten inches, prior to the removal of timber from the contract area. All loads of eleven logs or more will have a minimum of ten logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs will be branded on loads of ten logs or less. One end of all branded logs to be processed domestically will be marked with a three square inch spot of highway yellow paint. The Purchaser will stop trucks for accountability monitoring at mutually agreed upon locations when notified by the Authorized Officer.

If multiple trailers (mule trains) are used, each bunked load shall be considered an individual load, and these guidelines will apply to each bunked load. If a flatbed stake trailer is used, each bundle will be treated as a separate load.

At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. Any increased costs for log branding and painting shall be the responsibility of the Purchaser.

(6) In the event of the Purchaser's noncompliance with this subsection of the contract, the Authorized Officer may take appropriate action as set forth in Sec. 10 of this contract. In addition, the Purchaser may be declared ineligible to receive future awards of Government timber for a period of one year.

h. Equal Opportunity in Employment

(1) Certification of Nonsegregated Facilities, Form 1140-3, is attached hereto and made a part hereof.

i. Cultural Resource Protection

(1) If in connection with operations under this contract, the Purchaser, his contractors, sub-contractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the contract area such as historical or prehistorical ruins, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Authorized Officer.

(2) Pursuant to 43 CFR 10.4(g) the holder of this authorization must notify the Authorized Officer, by telephone, with written confirmation, immediately upon discovery of human remains, funerary items, sacred objects, or objects of cultural patrimony. Further, pursuant to 43 CFR 10.4(c) and (d), you must stop activities in the vicinity of the discovery and protect it for 30 days or until notified to proceed by the Authorized Officer.

j. Sensitive, Threatened, or Endangered Plants or Animals

The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:

- (a) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
- (b) when, in order to comply with the Endangered Species Act or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Coos Bay District Record of Decision (ROD) and Resource Management Plan (RMP), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (c) federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;
- (d) other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;
- (e) when, in order to comply with a court order which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
- (f) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (g) species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
- (h) when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP,
- (i) the Contracting Officer determines it may be necessary to modify or terminate the contract.

Those operations necessary for a safe removal of personnel and equipment from the contract area and those directed by the Contracting Officer which are required in order to leave the contract area in an acceptable condition will be permitted. Discontinued operations may be resumed upon receipt of written instructions and authorization by the Contracting Officer.

During any period of suspension, the Purchaser may withdraw performance and payment bond coverage aside from that deemed necessary by the Authorized Officer to secure cut and/or removed timber for which the Bureau of Land Management has not received payment, and/or unfulfilled contract requirements associated with harvest operations that have already occurred and associated post-harvest requirements.

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced to five percent of the First Installment amount listed in Sec. 3.b. of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, *et seq.*). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Sec. 3.b. of the contract within fifteen days after the bill for collection is issued, subject to Sec. 3.h. of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

In the event of a suspension period or a combination of suspension periods that exceed a total of thirty days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser. Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

In the event that operating time is lost as a result of the incorporation of additional contract requirements, or delays due to Endangered Species Act consultation with the U.S. Fish and Wildlife Service or U.S. National Marine Fisheries Service, or court-ordered injunctions, the Purchaser agrees that an extension of time, without reappraisal, 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.

The Contracting Officer may determine that it is necessary to terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, protect occupied marbled murrelet sites in accordance with the ROD and RMP, protect species that have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, marbled murrelet occupied site protection in accordance with the ROD and RMP, survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

In the event cutting and removal rights are terminated under this subsection, the Purchaser agrees that the liability of the United States shall be limited to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area. This calculation of liability shall utilize

actual Purchaser costs and Government estimates of timber volumes. At the Authorized Officer's request, the Purchaser agrees to provide documentation of the actual costs incurred in the performance of the contract. In addition, the Purchaser shall be released from the obligation to pay the contract price for any timber which is not authorized to be removed from the contract area.

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraphs, based on an alleged breach of any duty to the Purchaser, whether express or implied, in regard to the manner in which the Government defended the litigation which resulted in the court order affecting the operation of the contract. This waiver also extends to any claims based on effects on the operation of the contract that arise from litigation against another agency. Furthermore, the Purchaser specifically acknowledges and agrees that a court ruling that the Government violated the Administrative Procedures Act cannot be interpreted, in itself, to mean that the Government had not acted reasonably in regard to its duties to the Purchaser under this contract.

k. Safety

Purchaser's operations shall facilitate BLM's safe and practical inspection of Purchaser's operations and BLM's conduct of other official duties on Contract Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees, contractors and subcontractors.

In the event that the Authorized Officer identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract may be modified. If the cost of such contract modification is of a substantial nature (\$2,000.00 or more), the Purchaser may request, in writing, an adjustment in the total contract purchaser price specified in Section 2 of the timber sale contract, as amended, to compensate for the changed conditions.

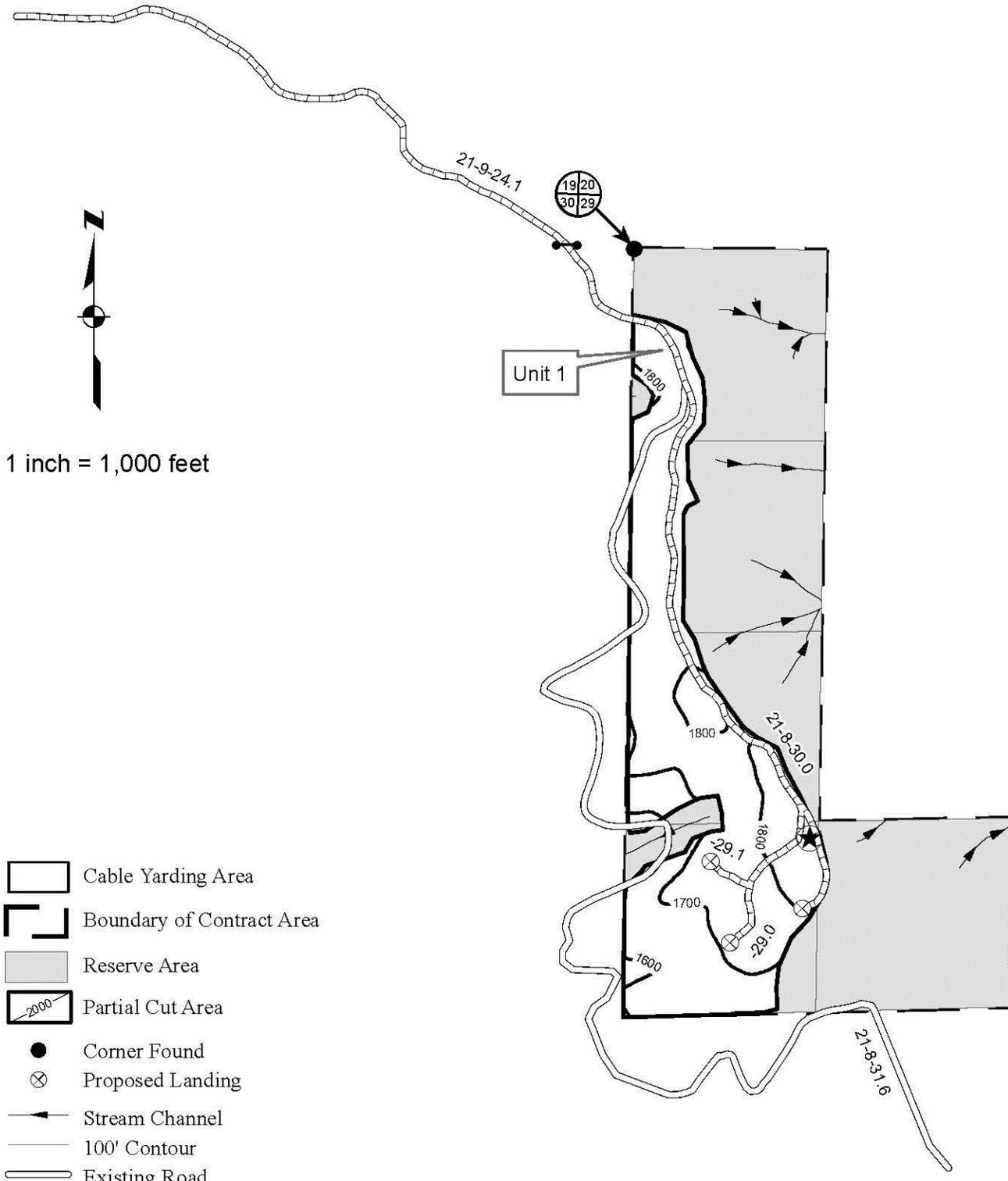
Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA and Transportation standards no later than the pre-work meeting and prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed. Flagmen and devices shall be as specified in state OSHA and Transportation standards for logging roads or the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) published by the U.S. Department of Transportation – Federal Highway Administration. Included in the Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit "A" Map.

1. SBA SET-ASIDE

The purchaser agrees not to sell and/or exchange more than 30 percent of the timber or log volume from this preferential sale to concerns that do not meet the Small Business Administration small business size standard (13 CFR 121).

The purchaser understands that in addition to other penalties which may be imposed for violating the foregoing, the purchaser may be declared ineligible to participate in future Federal timber sales that are set-aside for preferential bidding by small business qualified concerns for two semi-annual triggered periods succeeding the violation.

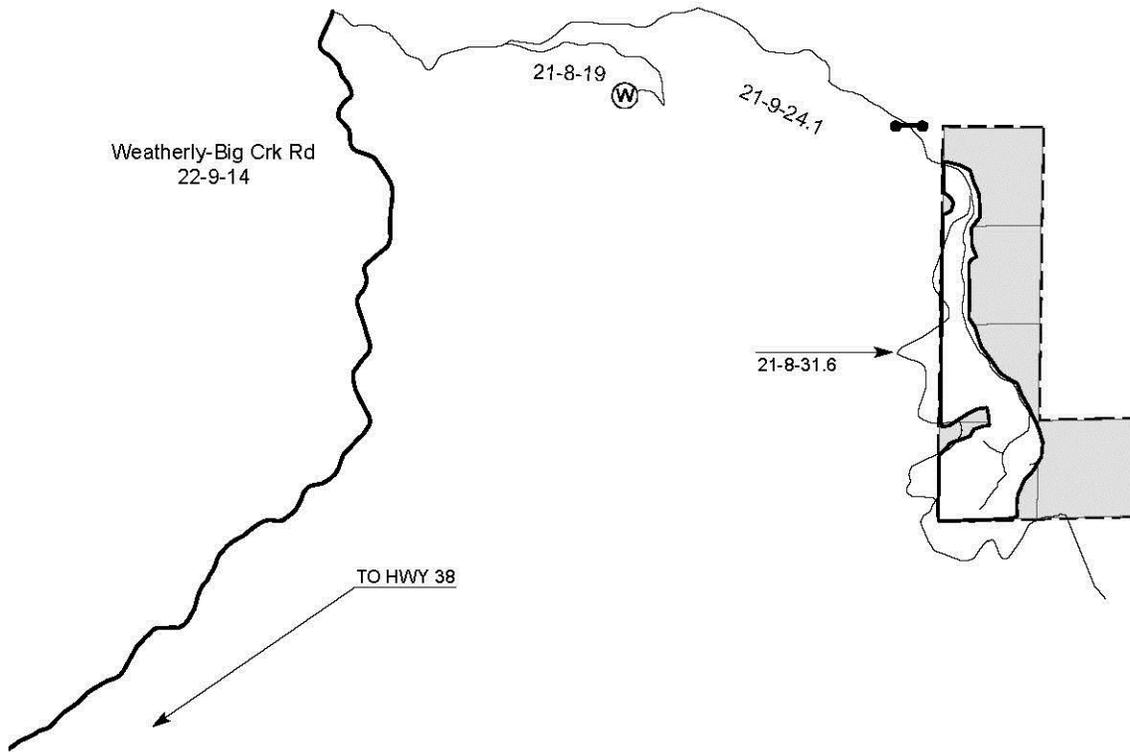
The purchaser shall provide a current, interim Log Scale and Disposition of Timber Removed Report (Form 5460-15) upon request by the Authorized Officer at any time during the contract period for cutting and removal specified in Section 4 of this contract as amended.



- Cable Yarding Area
- Boundary of Contract Area
- Reserve Area
- Partial Cut Area
- Corner Found
- Proposed Landing
- Stream Channel
- 100' Contour
- Existing Road
- Road to be Renovated
- Gate
- Botany Reserve Area

Partial Cut Area	
Unit 1	74 ACRES
Reserve Area	190 ACRES
Total Contract Area	264 ACRES

Acreage data was collected using a Trimble Geo XT Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.



-  Boundary of Contract Area
-  Reserve Area
-  Partial Cut Boundary
-  Paved Road
-  Rock Road
-  Locked Gate
-  Heliport (Fire Use Only)



Scale 1 inch = 0.5 mile

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

page 1
Contract No: OR120-TS-2017.0001

SALE NAME Devils 29 CT

**EXHIBIT B
LUMP SUM SALE**

The following estimates and calculations of value of timber sold are made solely as an administrative aid for determining: (1) adjustments made or credits given in accordance with Secs. 6, 9, or 11, (2) when payments are due; and (3) value of timber subject to any special bonding provisions. Except as provided in Sec. 2, Purchaser shall be liable for total purchase price even though quantity of timber actually cut or removed or designated for taking is less than the estimated volume or quantity shown. Cutting areas are shown on Exhibit A.

SPECIES	ESTIMATED VOLUME in MBF	PRICE PER UNIT	AMOUNT OF ESTIMATED VOLUME OR QUANTITY x UNIT PRICE
Douglas-fir	1431 MBF	\$240.10	\$343,583.10
grand fir	0 MBF	\$0.00	\$0.00
western hemlock	5 MBF	\$72.40	\$362.00
Port-Orford-cedar	0 MBF	\$0.00	\$0.00
incense cedar	0 MBF	\$0.00	\$0.00
western redcedar	0 MBF	\$0.00	\$0.00
red alder	0 MBF	\$0.00	\$0.00
bigleaf maple	0 MBF	\$0.00	\$0.00
Oregon myrtle	0 MBF	\$0.00	\$0.00
tanoak	0 MBF	\$0.00	\$0.00
Totals	1436 MBF		\$343,945.10

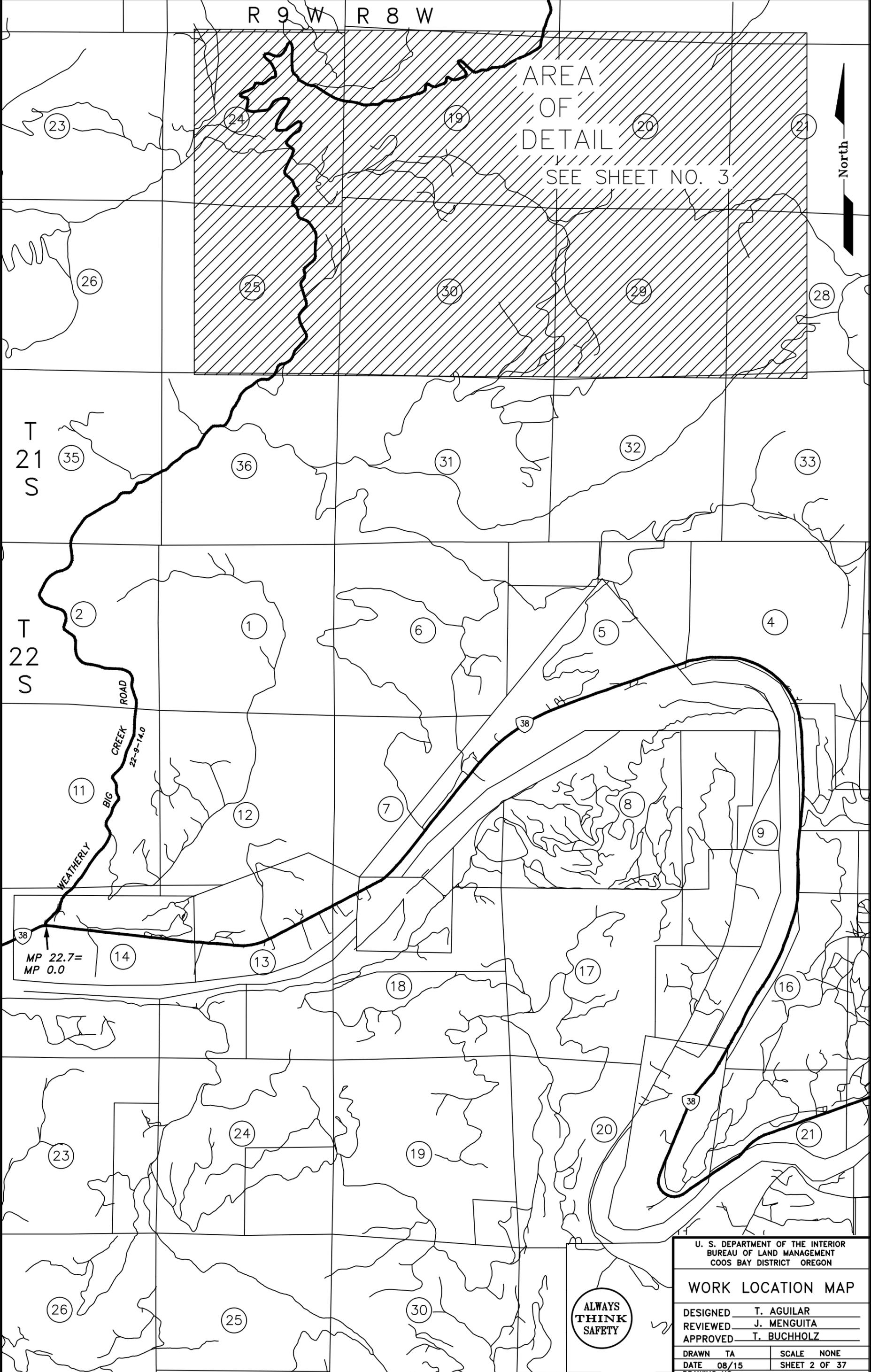
The apportionment of the total purchase price is as follows:

Approx. No. of Trees	UNIT NO. 1	EST. NET MBF VOL.		
4074	Douglas-fir	1431	\$240.10	\$343,583.10
0	grand fir	0	\$0.00	\$0.00
0	western hemlock	5	\$72.40	\$362.00
0	Port-Orford-cedar	0	\$0.00	\$0.00
0	incense cedar	0	\$0.00	\$0.00
0	western redcedar	0	\$0.00	\$0.00
0	red alder	0	\$0.00	\$0.00
0	bigleaf maple	0	\$0.00	\$0.00
0	Oregon myrtle	0	\$0.00	\$0.00
0	tanoak	0	\$0.00	\$0.00
4074	TOTALS	1436		

73 Acres = \$4,711.58 /Ac.
 Unit Total \$343,945.10

R 9 W R 8 W

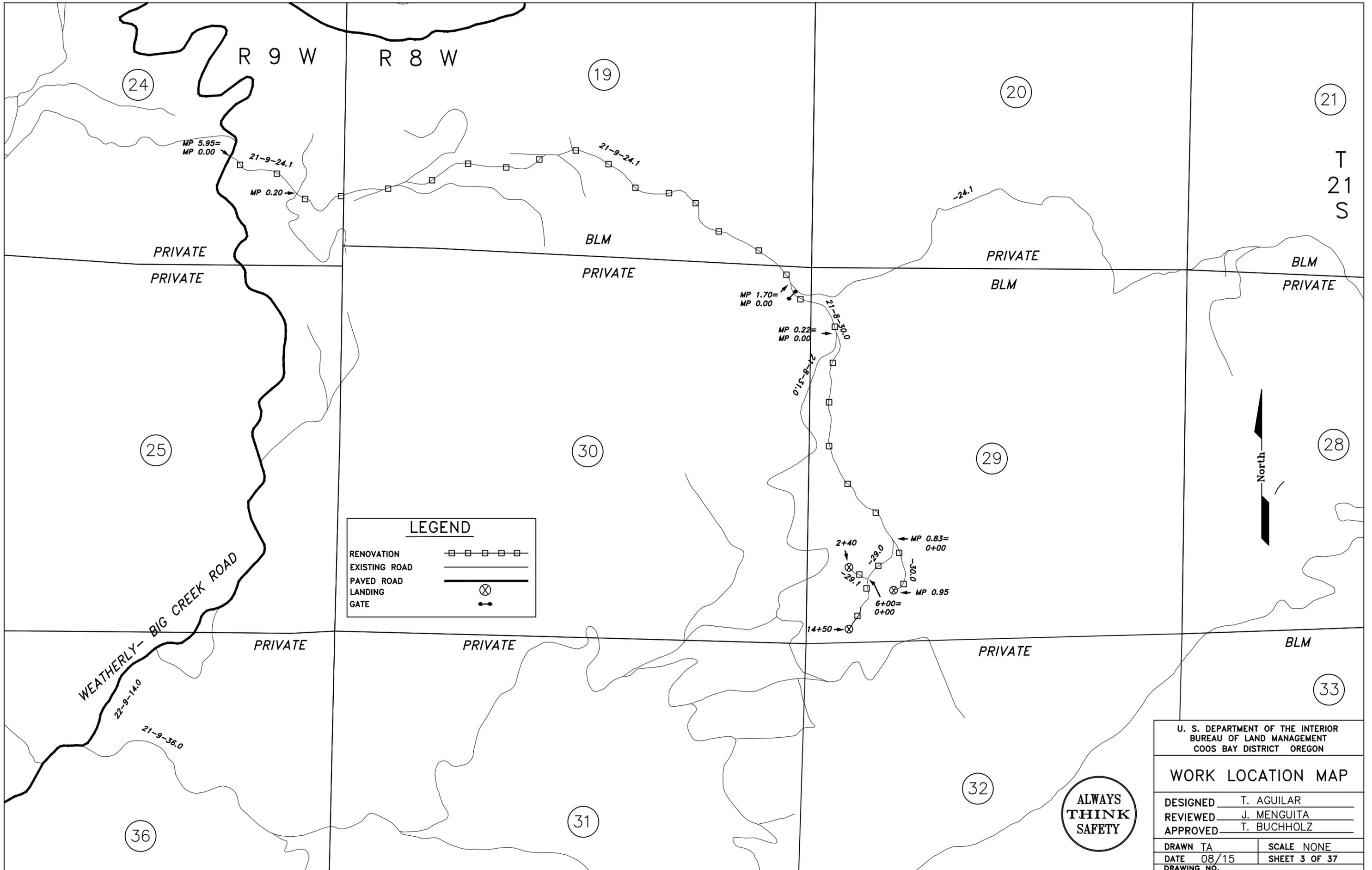
AREA OF
OF
DETAIL
SEE SHEET NO. 3



MP 22.7=
MP 0.0

U. S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT COOS BAY DISTRICT OREGON	
WORK LOCATION MAP	
DESIGNED	T. AGUILAR
REVIEWED	J. MENGUITA
APPROVED	T. BUCHHOLZ
DRAWN TA	SCALE NONE
DATE 08/15	SHEET 2 OF 37
DRAWING NO.	





LEGEND

RENOVATION	□ □ □ □ □ □
EXISTING ROAD	—————
PAVED ROAD	—————
LANDING	⊗
GATE	↔

**ALWAYS
THINK
SAFETY**

U. S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT COOS BAY DISTRICT OREGON	
WORK LOCATION MAP	
DESIGNED	T. AGUILAR
REVIEWED	J. MENGUITA
APPROVED	T. BUCHHOLZ
DRAWN TA	SCALE NONE
DATE 08/15	SHEET 3 OF 37
DRAWING NO.	

ROAD NUMBER **	FROM MILEPOST/STATION	TO MILEPOST/STATION	LENGTH MILES/STATIONS	TYPICAL SECTION TYPE	ROAD WIDTH ¹		CLEARING WIDTH	BRUSHING WIDTH	SURFACING								REMARKS			
					Subgrade	Ditch			BEYOND EXISTING ROADS		BASE COURSE				SURFACE COURSE					
									TOP CUT	TOE FILL	L	R	Minimum Top Width	Comp. Depth	Type ²	Grading		Minimum Top Width	Comp. Depth	Type ²
21-8-29.0 R	0+00	14+50	14.50	3	16'	2'			10	10	12'	4"	D	3-0"						
21-8-29.1 R	0+00	2+40	2.40	2	16'	0'			10	10	12'	4"	D	3-0"						2% OUTSLOPE W/ NO DITCH
21-8-30.0 R	0.00	0.95	0.95	4	16'	2'			10	10										APPLY 50 CY OF 1.5-0" SPOT ROCK
21-9-24.1 R	0.00	1.70	1.70	4	16'	2'			10	10										APPLY 100 CY OF 1.5-0" SPOT ROCK

NOTES

- EXTRA SUBGRADE WIDTHS**
 ADD TO EACH FILL SHOULDER 1 FT. FOR FILLS OF 1-6 FT. AND 2 FT. FOR FILLS OVER 6 FT. WIDEN THE INSIDE SHOULDER OF ALL CURVES AS FOLLOWS:
 WHEN THE RADIUS OF CURVE EQUALS
 270-800 ADD 1FT.
 165-270 ADD 2FT.
 120-165 ADD 3FT.
 90-120 ADD 4FT.
 60-90 ADD 5FT.
 OR AS SHOWN ON PLANS.

MATERIALS	CUT SLOPES	FILL SLOPES
COMMON	1/2:1	1 1/2:1
SOFT ROCK & SHALE	1/2:1	1 1/2:1
SOLID ROCK	1/4:1	REPOSE

FULL BENCH CONSTRUCTION IS REQUIRED ON SIDE SLOPES EXCEEDING 60%.

2. SURFACING TYPE

- PIT RUN ROCK MATERIAL.
- GRID ROLLED ROCK MATERIAL.
- SCREENED ROCK MATERIAL.
- CRUSHED ROCK MATERIAL.
- CLASS 'C' ASPHALT MIX.

3. SURFACING

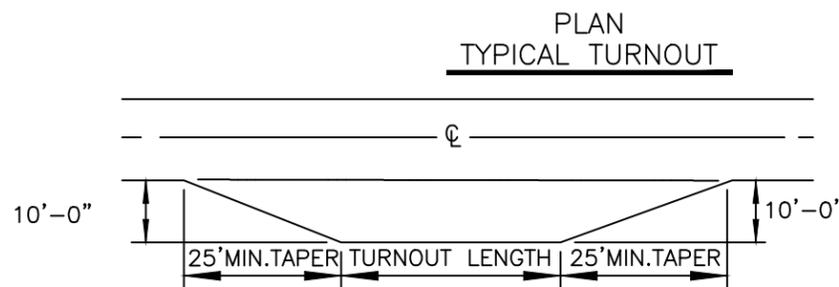
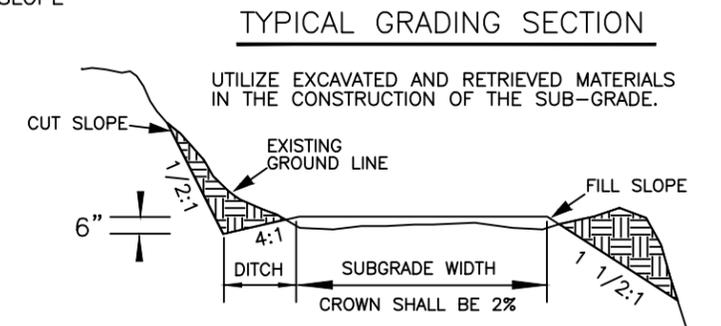
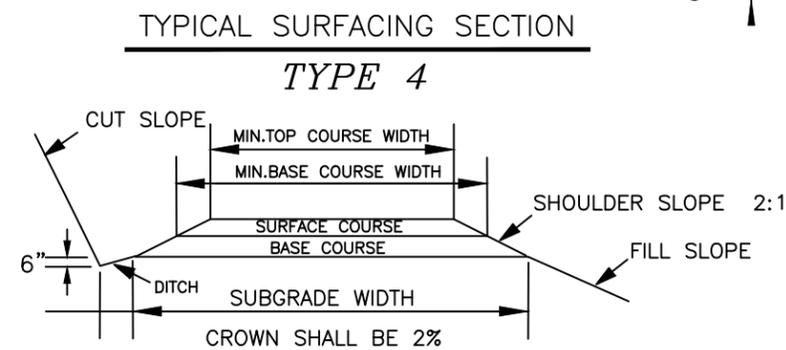
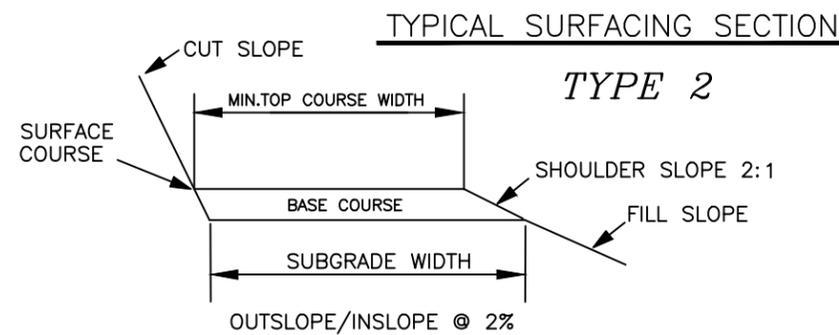
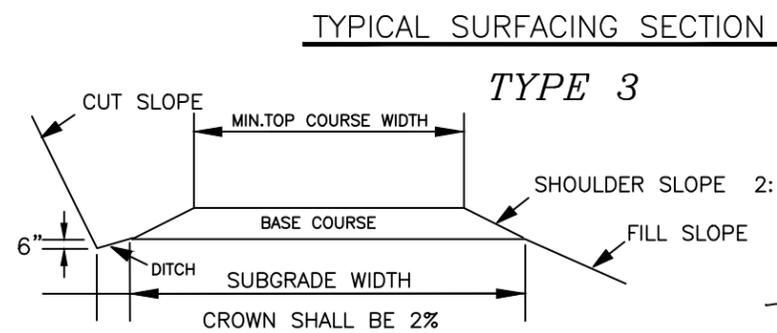
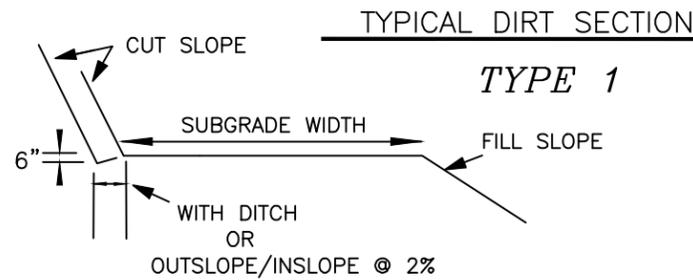
- TURNOUTS, CURVE WIDENING AND ROAD APPROACH APRONS SHALL BE SURFACED.

4. DITCHES

- 4:1 SLOPE FROM SUBGRADE, OR AS OTHERWISE NOTED. DEPTH MAY BE EXCEEDED TO OBTAIN REQUIRED DRAINAGE.

5. TURNOUTS

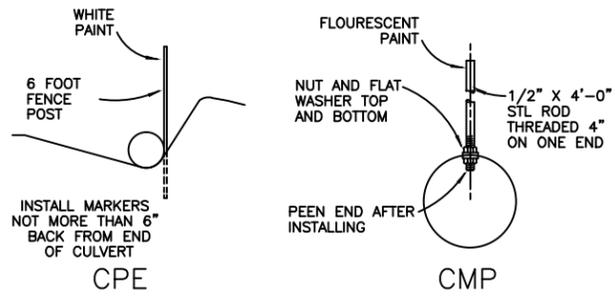
- WIDTH 10 FT. IN ADDITION TO SUBGRADE WIDTH, OR AS SHOWN ON THE PLANS.
- LOCATED APPROXIMATELY AS SHOWN ON THE ROAD PLANS OR NARRATIVE.



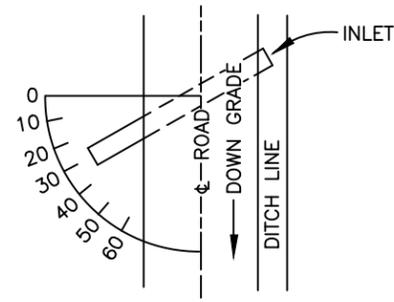
** RENOVATION = R
 IMPROVEMENT = I
 CONSTRUCTION = C



U. S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT COOS BAY DISTRICT OREGON	
TYPICAL CROSS SECTION DETAIL	
DESIGNED	T. AGUILAR
REVIEWED	J. MENGUITA
APPROVED	T. BUCHHOLZ
DRAWN	TA
DATE	8/15
DRAWING NO.	
SCALE	NONE
SHEET	4 OF 37



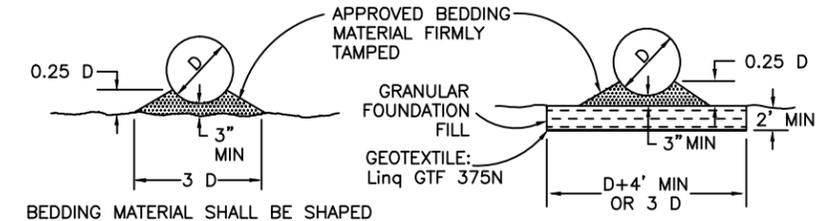
CULVERT MARKERS



SKIEW DIAGRAM

HORIZONTAL SKEW SHALL BE AS SHOWN, OR PERPENDICULAR TO DITCH LINE IN GRADE DIPS. THE GRADE OF CROSSDRAINS SHALL BE AT LEAST 2% GREATER THAN THE GRADE OF THE DITCH, WITH A MAXIMUM GRADIENT OF 5%.

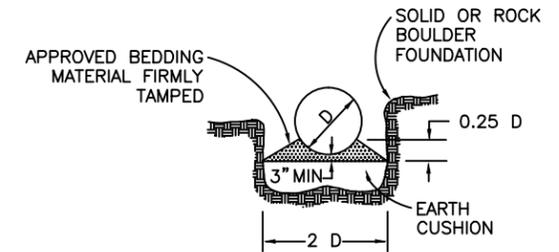
BEDDING OF CULVERTS



BEDDING OF CULVERTS ON STABLE NATURAL GROUND FOUNDATION OR COMPACTED EMBANKMENT

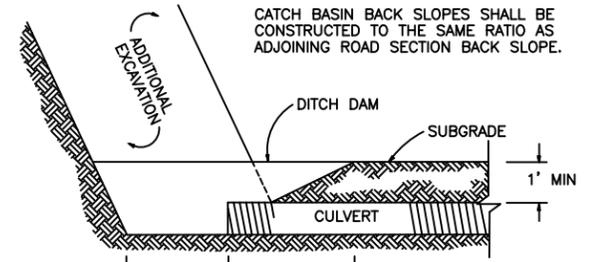
BEDDING MATERIAL SHALL BE SHAPED TO FIT THE BOTTOM OF THE CULVERT.

BEDDING OF CULVERTS ON SOFT SPONGY OR UNSTABLE SOIL FOUNDATION

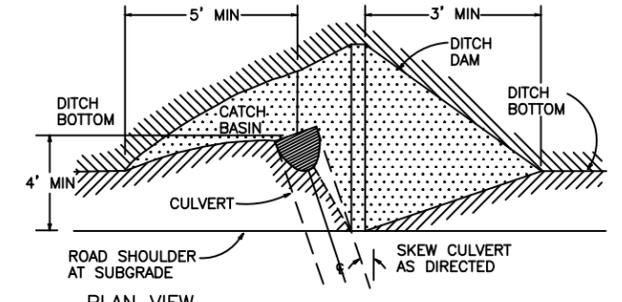


BEDDING MATERIAL SHALL BE SHAPED TO FIT THE BOTTOM OF THE CULVERT. EARTH CUSHIONING OF SILTY CLAY LOAM OR SAND MAY BE USED IF MATERIAL CAN BE PLACED IN THE DRY CONDITION. IF THE EXCAVATION IS WET, USE GRANULAR FOUNDATION FILL MATERIAL. MAINTAIN 8" MIN. DEPTH BETWEEN HIGH POINTS OF ROCKS AND/OR BOULDERS AND THE BOTTOM OF THE CULVERT.

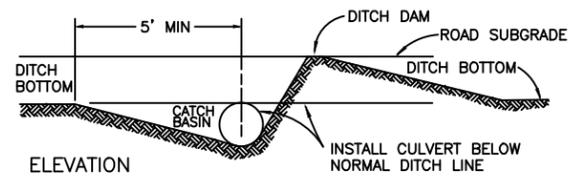
BEDDING OF CULVERT IN SOLID ROCK OR BOULDER FOUNDATION



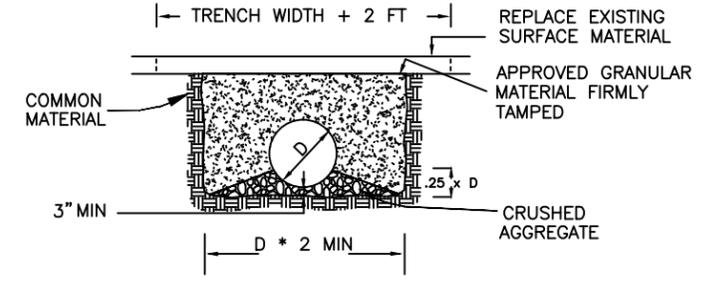
CROSS SECTION AT CATCH BASIN



CATCH BASIN



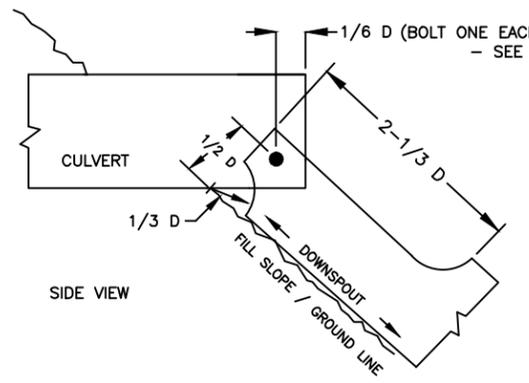
ELEVATION



BEDDING MATERIAL SHALL BE SHAPED TO FIT THE BOTTOM OF THE CULVERT. BACKFILL MATERIAL SHALL BE APPROVED GRANULAR MATERIAL.

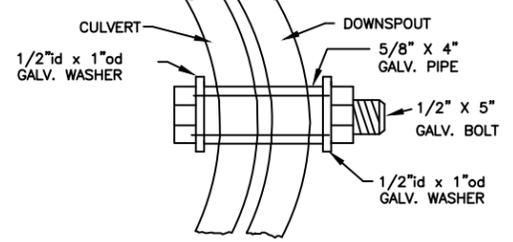
BEDDING OF CULVERTS ON EXISTING SURFACED ROADS

USE "ADJUSTABLE ELBOW" FOR CPE AND CMP DOWNSPOUTS



SIDE VIEW

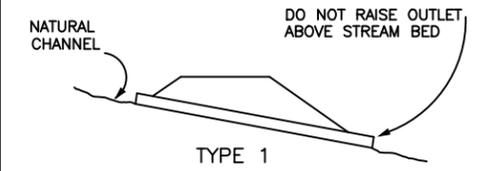
BOLT ASSEMBLY DETAIL**



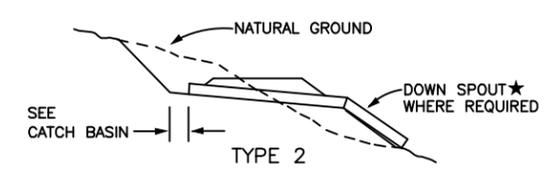
★ NOTE: ANCHOR DOWNSPOUTS ACCORDING TO SECTION 407b OF THE ROAD CONSTRUCTION SPECIFICATIONS

BANDS SHALL MEET MANUFACTURER'S SPECIFICATIONS

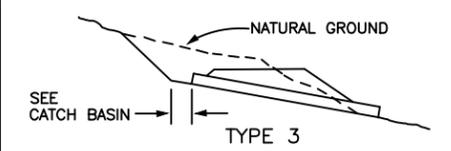
CULVERT INSTALLATION TYPES



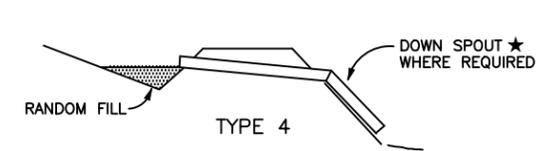
TYPE 1



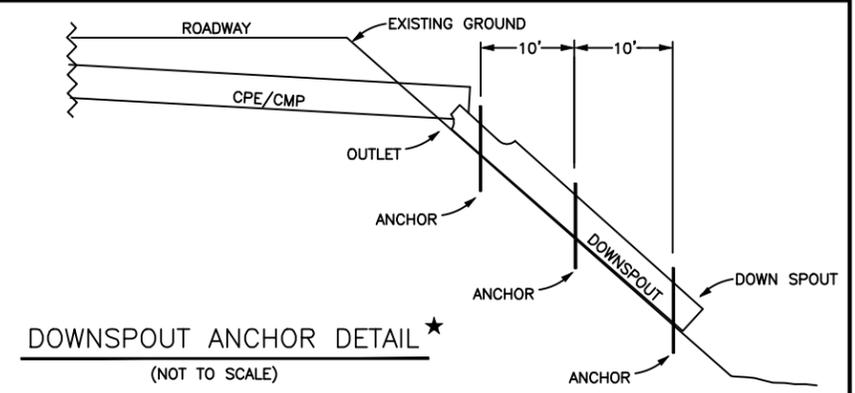
TYPE 2



TYPE 3



TYPE 4



DOWNSPOUT ANCHOR DETAIL ★
(NOT TO SCALE)

★ INSTALL DOWNSPOUT ANCHORS IN ACCORDANCE WITH SECTION 407b OF THE SPECIFICATIONS.



U. S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT COOS BAY DISTRICT OREGON	
CULVERT INSTALLATION DETAILS	
DESIGNED	T. AGUILAR
REVIEWED	J. MENGUITA
APPROVED	T. BUCHHOLZ
DRAWN	JRM
SCALE	NONE
DATE	3/15
SHEET	5 OF 37
DRAWING NO.	

ROAD NUMBER	NEW CONSTRUCTION	RENOVATION	IMPROVEMENT	SLASH TREATMENT	GRUBBING	ROADSIDE BRUSHING	SLOPE STAKING	EARTHWORK (DESIGNED)						CPE *1		CMP *2		DOWNSPOUTS *3				MARKERS		
								COMMON	RIPPABLE ROCK	ROCK CUT	FILL	SHORT HAUL 200-5000'	LONG HAUL 5000'+	18"	24"	12"	24"	FULL ROUND		FULL ROUND				
																		18" CPE	24" CPE	24" CMP	36" CMP			
SECTION NO.	300	500	500	200	200	2100	2300	300	300	300	300	300	300	400	400	400	400	400	400	400	400	400	400	400
UNITS	STA.	STA.	STA.	ACRES	ACRES	STA.	SIDES	C.Y.	C.Y.	C.Y.	YDS.	STA.YD.	YD.MI.	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.	L.F.	EA.	
21-8-29.0		14.50				14.50																		
21-8-29.1		2.40				2.40																		
21-8-30.0		50.16				50.16																		
21-9-24.1		89.76				79.20																		
TOTAL		156.82				146.26																		

ESTIMATE OF QUANTITIES *

*1 CPE - CORRUGATED POLYETHYLENE PIPE
 *2 CMP - CORRUGATED METAL PIPE
 *3 SEE DOWNSPOUT INSTALLATION SHEET

FOR INFORMATIONAL USE ONLY. QUANTITIES SHOWN ARE NOT PAY ITEMS.

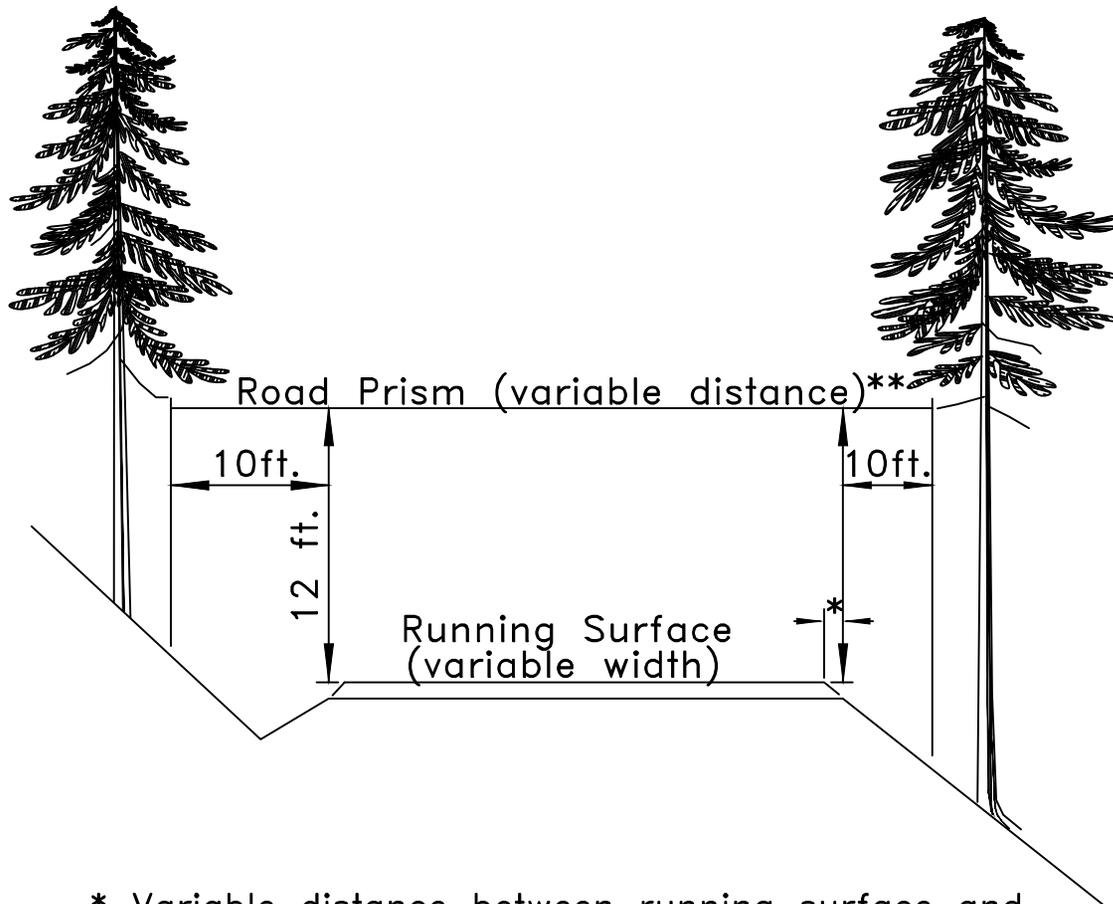


U. S. DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT
 COOS BAY DISTRICT OREGON

ESTIMATE OF QUANTITIES

DESIGNED T. AGUILAR
 REVIEWED J. MENGUITA
 APPROVED T. BUCHHOLZ

DRAWN TA SCALE NONE
 DATE 8/15 SHEET 6 OF 37
 DRAWING NO.



* Variable distance between running surface and start of fill slope.

** All areas within the variable distance shall be free of all vegetation capable of growing one (1) foot in height or higher, and free of all over-hanging limbs and branches 12 feet in elevation above the running surface.



U. S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT COOS BAY DISTRICT OREGON	
ROADSIDE BRUSHING DETAIL	
DESIGNED _____	J. MENGUITA _____
REVIEWED _____	J. COUNTS _____
APPROVED _____	T. BUCHHOLZ _____
DRAWN JRM	SCALE NONE
DATE 3/15	SHEET 8 OF 37
DRAWING NO.	

EXHIBIT D

R 9 W

R 8 W

Maintenance Rock:
 150 CY 1-1/2" Aggregate*
 50 CY 3-0" Aggregate**

*1-1/2" Aggregate
 Surfaced Roads ONLY

**3-0" Aggregate
 Surfaced Roads ONLY

T
21
S

(24)

(19)

(20)

PRIVATE
PRIVATE

BLM
PRIVATE

PRIVATE
BLM

BLM
PRIVATE

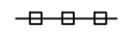
(25)

(30)

(29)

(28)

LEGEND

Operator Maintained - B.L.M. Road 

Gate 



WEATHERLY - BIG CREEK ROAD

22-9-14.0

21-9-36.0

PRIVATE

PRIVATE

PRIVATE

BLM

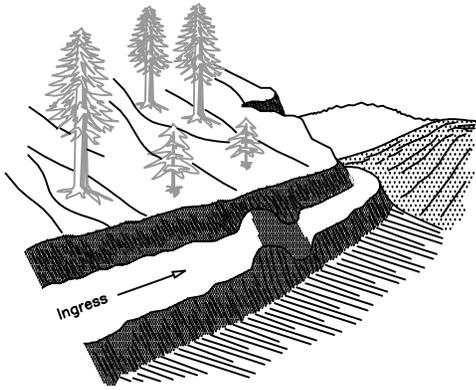
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(31)

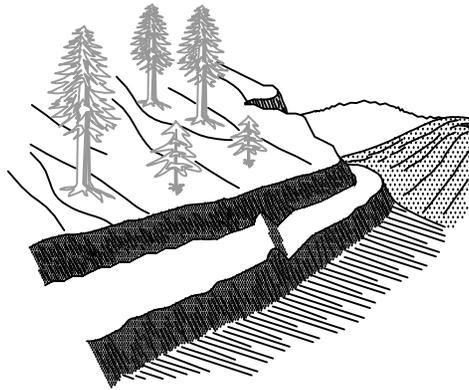
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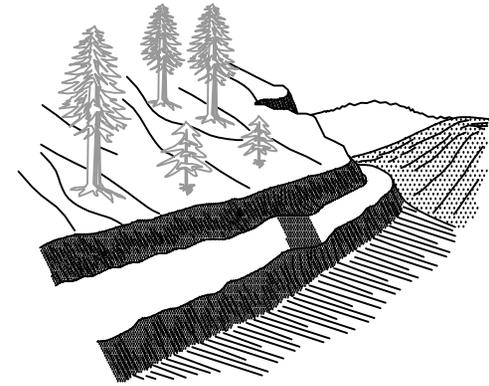




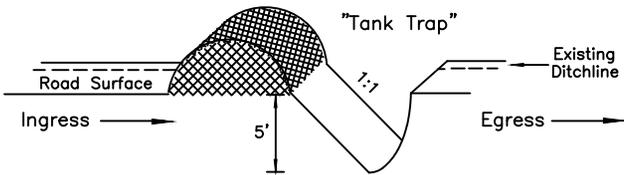
BARRIERS



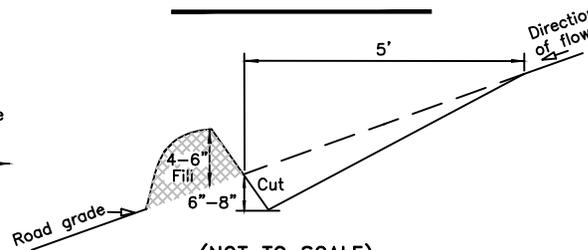
WATER BAR



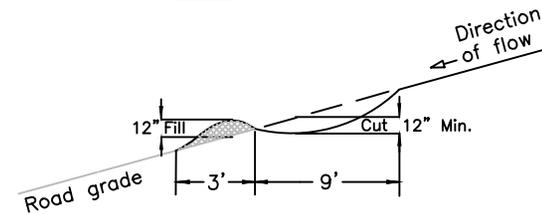
WATER DIP



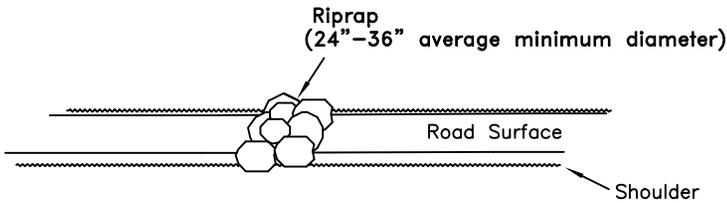
(NOT TO SCALE)



(NOT TO SCALE)



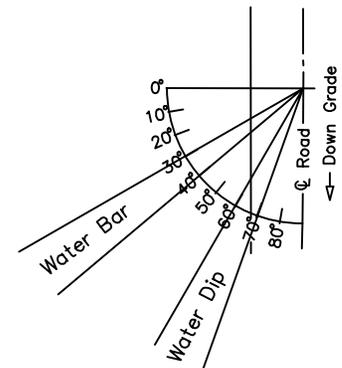
(NOT TO SCALE)



NOTES

1. ALL BARRIERS, WATER BARS, AND WATER DIPS AS REQUIRED SHALL BE CONSTRUCTED AS SHOWN.
2. LOCATIONS WILL BE AS DIRECTED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
3. ALL WATER BARS SHALL BE SKEWED 30° - 40°.
4. ALL WATER DIPS SHALL BE SKEWED 60° - 70°.
5. ALL WATER BARS AND WATER DIPS SHALL BE CUT INTO THE ROADBED FROM THE DITCHLINE.
6. DITCHLINES SHALL BE BLOCKED WITH EXCAVATED MATERIAL (DITCH DAM) DOWNGRADE FROM ALL WATER BARS AND WATER DIPS.
7. EXCAVATED MATERIAL FROM BARRIER TRENCH (TANK TRAP) SHALL BE PLACED ON THE SIDE NEAREST THE BEGINNING OF THE ROAD.
8. OUTLETS OF WATER DIPS MUST BE ROCKED ON FILL SLOPE.
9. RIPRAP BARRIERS SHALL BE AT LEAST 3' HIGH, 3' DEEP, AND OF SUFFICIENT WIDTH TO COMPLETELY BLOCK THE ROADWAY AND ANY ADJACENT SHOULDERS THAT CAN BE TRAVELED WITH A VEHICLE. RIPRAP SHALL BE KEYED IN PLACE TO PREVENT ANY MOVEMENT.
10. ALL BERMS INCLUDING WATER BARS, WATER DIPS, AND EARTHEN BARRIERS SHALL BE COMPACTED TO 85% OF MAXIMUM DENSITY.

SKEW DIAGRAM



WATER DIP/BAR SPACING

ROAD GRADE	MAXIMUM SPACING
%	FEET
0-4	500
5-6	400
7-9	300
10-14	100
15-20	50



U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
COOS BAY DISTRICT OREGON

BARRIER AND EROSION CONTROL DETAIL

DESIGNED T. AGUILAR
REVIEWED J. COUNTS
APPROVED T. BUCHHOLZ

DRAWN JC SCALE NONE
DATE 8/15 SHEET 2 OF 8
DRAWING NO.

ROAD MAINTENANCE APPRAISAL

SALE NO. ORC00-TS-2017.0001

SALE NAME: Devils 29 CT

ROAD NUMBERS	MILES
21-8-29.0	0.3
21-8-29.1	0.1
21-8-30.0	1.0
21-9-24.1	1.7
<hr/>	
Total	3.1

-SUMMARY-

1.	MOVE IN:	\$1,562.00
2.	CULVERTS, SLOUGH, SLUMPS, & MISC	\$1,884.80
3.	GRADING FOR TIMBER HAUL	\$1,612.00
4.	GRADING FOR AGGREGATE HAUL	\$0.00
5.	MAINTENANCE ROCK	\$6,607.15
6.	OTHER MAINTENANCE	\$200.00
		<hr/> <hr/>
TOTAL MAINTENANCE:		\$11,865.95

ROAD MAINTENANCE APPRAISAL

SALE NO. ORC00-TS-2017.0001

SALE NAME: Devils 29 CT

-APPRAISAL WORKSHEET-

1.	MOVE-IN: EQUIPMENT	MOVE-INS	COST/MOVE	
	GRADER	1	\$483.00	\$483.00
	BACKHOE W/ FE LOADER	1	\$483.00	\$483.00
	COMPACTOR	1	\$483.00	\$483.00
	DUMP TRUCK	1	\$113.00	\$113.00
			TOTAL =	\$1,562.00

2.	CULVERT MAINT., SLOUGH REMOVAL, SLUMP REPAIRS, ETC.			
	MAINT. OBLIGATION	AVE. COST		
	3.10 MILES @	\$608.00 / MILE =		\$1,884.80

3.	GRADING FOR TIMBER HAUL			
	UNIT #	GRADINGS	X MILES	ACC. MILES
		1	3.1	3.1
			TOTAL MILES	3.1
	3.1 MILES @	\$520.00	/ MILE =	\$1,612.00

4.	GRADING FOR AGGREGATE HAUL:			
	MILES @		/ MILE =	

5.	MAINTENANCE ROCK:			
	SIZE	1-1/2"	APPR FROM	Garrett WWD
				MILES
	ROYALTY	150 CU. YDS. @	\$10.25	\$1,537.50
	PROCESSING	150 CU. YDS. @	\$0.90	\$135.00
	SLOW HAUL	0 CU. YDS. @	\$2.21	\$0.00
	MED. HAUL	150 CU. YDS. @	\$1.10 6.8	\$1,122.00
	FAST HAUL	150 CU. YDS. @	\$0.49 28.5	\$2,094.75
			TOTAL =	\$4,889.25

	SIZE	3-0"	APPR FROM	Garrett WWD
	ROYALTY	50 CU. YDS. @	\$10.00	\$500.00
	PROCESSING	50 CU. YDS. @	\$0.90	\$45.00
	SLOW HAUL	0 CU. YDS. @	\$2.21	\$0.00
	MED. HAUL	50 CU. YDS. @	\$1.10 8.6	\$474.65
	FAST HAUL	50 CU. YDS. @	\$0.49 28.5	\$698.25
			TOTAL =	\$1,717.90

ROAD MAINTENANCE APPRAISAL

SALE NO. ORC00-TS-2017.0001

SALE NAME: Devils 29 CT

6. OTHER MAINTENANCE:

<u>21-8-29.0</u> Waterbars	<u>\$180.00</u>	\$180.00
<u>21-8-29.1</u> Waterbars	<u>\$20.00</u>	\$20.00
TOTAL :		<u><u>\$200.00</u></u>

SALE NO. ORC00-TS-2017.0001
DEVILS 29 CT
EXHIBIT D
SHEET 4 OF 8 SHEETS

ROAD MAINTENANCE SPECIFICATIONS

General road maintenance specifications are designated by numeric symbols according to the type of road work to be performed, as follows:

Section

3000	GENERAL
3100	OPERATIONAL MAINTENANCE
3200	SEASONAL MAINTENANCE
3300	FINAL MAINTENANCE
3400	OTHER MAINTENANCE

GENERAL - 3000

- 3001 - The Purchaser shall be required to maintain all roads as shown on the Exhibit D map of this contract in accordance with Sections 3000, 3100, 3200, 3300, and 3400 of this exhibit.
- 3002 - The Purchaser shall maintain the cross section of existing dirt or graveled roads to the existing geometric standards. **Any roads required to be constructed, improved, or renovated under terms of this contract shall be maintained to the standards required in Exhibit C of this contract.**
- 3003 - The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3105.
- 3004 - The Purchaser shall be responsible for providing timely maintenance and cleanup on any road(s) with logging units substantially completed prior to moving operations to other roads. Release of maintenance requirements may be granted, upon written request, when the conditions specified in Sections 3300 and 3400 are met satisfactorily.

OPERATIONAL MAINTENANCE - 3100

- 3101 - The Purchaser shall blade and shape the road surface and shoulders with a motor patrol grader. Banks shall not be undercut. Back blading with tractors or similar equipment will be allowed only around landings and other areas when approved by the Authorized Officer.
- 3102 - **The Purchaser shall place 50 yds³ of crushed aggregate, conforming to the requirements in Section 1000 of Exhibit C of this contract, and 150 yds³ of crushed aggregate, conforming to the requirements in Section 1200 of Exhibit C of this contract, on the roadway at locations and in the amounts designated by the Authorized Officer.**

This crushed aggregate shall be used to repair surface failures, and areas of depleted surface depth, excluding damages covered by Section 12 of this contract. The aggregate shall be furnished, hauled, placed, spread, and compacted by use of dump trucks, water trucks, roller, and motor patrol grader.
- 3103 - The Purchaser shall maintain established berms and place additional berms using adjacent material where needed to protect fills as directed by the Authorized Officer.
- 3104 - The Purchaser shall perform other road cleanup including removal of debris, fallen timber, bank slough, and slides which can practicably be accomplished by a motor patrol grader, rubber-tired front-end bucket loader, rubber-tired backhoe or comparable equipment, and by the use of hand tools.
- 3104a - Removal of bank slough and slide material includes placement of material at the nearest suitable turnout or disposal site where material cannot erode into streams, lakes, or reservoirs or cause undue damage to road fill slopes which have been planted or mulched to control soil erosion.

OTHER MAINTENANCE - 3400

- 3401 - The Purchaser shall repair any damage to road surfaces that was specified under Subsections 3108 and 3108a. **This repair includes restoring the roadway to the designed standard and replacement of surfacing with approved surface material.** This repair is not limited to use of equipment specified in Subsection 3104.
- 3402 - The Purchaser shall be permitted to remove ice and snow from roads authorized for use under this contract only when prior written approval has been secured from the Authorized Officer. The Purchaser shall submit a written request for permission to remove ice and snow in advance of the date operations are to begin.

3420 - The Purchaser shall perform the following work:

<u>Road No.</u>	<u>Work</u>
21-8-29.0	Construct waterbars in accordance with Sheet No. 2 of the Exhibit D and as directed by the Authorized Officer.
21-8-29.1	Construct waterbars in accordance with Sheet No. 2 of the Exhibit D and as directed by the Authorized Officer.

SEASONAL MAINTENANCE - 3200

- 3201 - The Purchaser shall perform preventive maintenance at the end of Purchaser's hauling each season and during nonhauling periods which occur between other operations on the contract area. This includes cross ditching, blockage, removing ruts or other surface irregularities, and all other requirements specified in Section 3100.
- 3202 - The Purchaser shall perform and complete maintenance, specified in Sections 3000, 3100, and 3200, on all roads maintained by him, prior to October 1 each year, except as specified in Subsection 3203, after initial commencement of construction or logging operations. Thereafter all roads shall have continuous preventive maintenance and road cleanup until suspension of seasonal operations. This includes all roads used and not used during the preceding operating seasons.
- 3203 - The Purchaser shall complete road cleanup and maintenance, as specified in Section 3100, at the completion of logging operations on any road(s) located in an area separate from the area where logging activities will resume.
- 3204 - The Purchaser shall be responsible for performing post storm inspections and maintenance during the winter season to minimize erosion and potential road or watershed damage.

FINAL MAINTENANCE - 3300

- 3301 - The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within 30 calendar days following the expiration of Purchaser's right to cut and remove timber (Sec. 4) and in accordance with Sec.16(b) of this contract. This work shall include any maintenance and/or damage repairs specified in Sections 3000, 3100, and 3200 necessary to meet the conditions specified in Subsection 3002 and shall be executed in accordance with Subsection 3302 of this section.

The Authorized Officer may grant acceptance of Purchaser's maintenance responsibility in part where certain individual roads or road segments are no longer of any use to the Purchaser's remaining removal operations, providing that all contract requirements as specified under Section 16(b), Special Provisions Sections 3000, 3100, 3200, and 3300 of the maintenance specifications have been completed and a relinquishment of cutting and removal rights on cutting units tributary to these roads is signed by the Purchaser. Request for partial acceptance must be submitted in writing by the Purchaser.

- 3302 - The Purchaser shall perform final road maintenance only when weather or soil moisture conditions are suitable for normal maintenance equipment operations as determined by the Authorized Officer.

If final maintenance is delayed after the date required in Subsection 3301 of this contract by adverse soil moisture or unsuitable equipment operating conditions, the Purchaser will be notified by the Authorized Officer when soil moisture and equipment operating conditions are suitable. The Purchaser shall then be required to complete final maintenance within 30 days.

SALE NO. ORC00-TS-2017.0001
DEVILS 29 CT
EXHIBIT D
SHEET 6 OF 8 SHEETS

- 3104b - The Purchaser shall be responsible for removal of all slides or slough, up to fifteen (15) station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the Purchaser.
Prior to removal of any slough or slide material exceeding fifteen (15) station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, method of disposal, and the disposal site. Work may commence immediately after agreement.
- Upon completion of agreed upon work, a reduction in timber sale purchase price will be made to offset the cost of work, based on current BLM Timber Appraisal Production Cost Schedules. Adjustments in purchase price for completed work shall be made as necessary and no less than once per year when actual work is ongoing.
- 3105 - The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe and maintaining water dips and waterbars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment.
- 3106 - The Purchaser shall be responsible for repair and replacement of all materials eroded from road shoulders and fill slopes, up to fifteen (15) station yards in quantity, at any one site. The work includes unlimited multiple sites on all roads required to be maintained by the Purchaser. Prior to repair and replacement of eroded material exceeding fifteen (15) station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, borrow source, and method of repair. Work may commence immediately after agreement.
- Upon completion of agreed upon work, a reduction in timber sale purchase price will be made to offset the cost of the work, based upon current BLM Timber Sale Appraisal Production Cost Schedules. Adjustments in purchase price for completed work shall be made as necessary, and no less than once per year when actual work is ongoing.
- 3107 - The Purchaser shall cut or trim trees and brush which obstructs vision or prevents the safe passage of traffic along the traveled way, when directed by the Authorized Officer.
- The Purchaser shall also cut trees or brush encroaching on the road prism that are a result of his activities or winter damage during the contract period. Disposal of such vegetative material shall be by scattering below the road.
- 3108 - The Purchaser shall avoid fouling gravel or bituminous surfaces through covering with earth and debris from side ditches, slides, or other sources. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway. Skidding of logs on the roadway in or outside designated logging units is not authorized without prior written approval by the Authorized Officer. Repair required by such skidding activity is not considered maintenance and shall be performed at the Purchaser's expense.
- 3108a - The Purchaser shall perform logging operations on gravel and/or bituminous roadways only where the locations have been marked on the ground and/or approved by the Authorized Officer.

Exhibit F

SPECIAL PROVISIONS TO CONTROL THE SPREAD OF NOXIOUS WEEDS

Vehicle and Equipment Cleaning

1. Cleaning shall consist of the removal of soil and debris by washing with a high pressure hose or steam cleaning. Cleaning and inspection sites will be agreed to by Purchaser and BLM. All petroleum product residues shall be contained at wash sites and dealt with in accordance to DEQ standards. Contractor shall provide an approved plan for the cleaning station that demonstrates that the station meets all DEQ and water quality regulations. All necessary permits shall be obtained by the contractor.

2. All equipment parts shall be cleaned as designated by the Authorized Officer, including removal of tractor belly plates, in accordance with Sec. 1 above.

All construction, logging and slash disposal equipment shall be cleaned prior to entering the contract area. The Authorized Officer will determine if log trucks and vehicles used for transportation of personnel shall be cleaned, based upon the location of use immediately prior to current timber sale. If the vehicles have been in a weed-infested area, they shall be washed before entering Contract Area, as shown on Exhibit A.

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

Coos Bay
Devils 29
ORC00-TS-2017.0001

Timber - Sale - Summary

Legal Description

Forest Type	Township	Range	Section	Subdivision
O&C	21S	08W	29	W1/2, SE1/4 SW1/4

Cutting Volume (16' MBF)

Unit	DF	WH							Total	Regen	Partial	ROW
1	1,431	5							1,436	0	73	0
Totals	1,431	5							1,436	0	73	0

Logging Costs per 16' MBF

Stump to Truck	\$	166.19
Transportation	\$	53.23
Road Construction	\$	25.66
Road Amortization	\$	0.00
Road Maintenance	\$	13.70
Other Allowances :		

Landing pullback	\$ 0.34
Slash Disposal	\$ 1.20
Vehicle Washing	\$ 0.89
Total Other Allowances :	\$ 2.43

Total Logging Costs per 16' MBF

\$ 261.20

Utilization Centers

Center #1 : Winchester 54 Miles
Center #2 0 Miles
Weighted distance to Utilization Centers 54

Length of Contract

Cutting and Removal Time 36 Months
Personal Property Removal Time 1 Months

Profit & Risk

Total Profit & Risk 8 %
Basic Profit & Risk 8 % + Additional Risk 0 %
Back Off 0 %

Tract Features

Avg Log Douglas-fir : 70 bf All : 70 bf
Recovery Douglas-fir : 97 % All : 97 %
Salvage Douglas-fir : 0 % All : 0 %
Avg Volume (16' MBF per Acre) 19
Avg Yarding Slope 30 %
Avg Yarding Distance (feet) 328
Avg Age 60
Volume Cable 100 %
Volume Ground 0 %
Volume Aerial 0 %
Road Construction Stations 0.00
Road Improvement Stations 0.00
Road Renovation Stations 156.82
Road Decommission Stations 0.00

Cruise

Cruised By Kirkland, Davis
Date 07/01/2015
Type of Cruise 3P
County, State Douglas, OR

Net Volume

Green (16' MBF) 1,436
Salvage (16' MBF) 0
Douglas-fir Peeler 0
Export Volume 0
Scaling Allowance (\$0.75 per 16' MBF) \$1,077.00



United States of America
Department of the Interior
Bureau Of Land Management
Timber Sale Appraisal

District : Coos Bay
Sale Name : Devils 29
Sale Date : 10/28/2016
Appraisal Method : 16' MBF

Contract # : ORC00-TS-2017.0001
Job File # : C12246
Master Unit : South Coast
Planning Unit : Umpqua

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If sale contract is executed, undersigned is liable for total purchase price even though the quantity cut, removed, or designated for taking is more or less than the total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

Bid submitted on *(date)*

(Check appropriate box, sign in ink, and complete the following)

<input type="checkbox"/> Signature, if firm is individually owned	Name of firm <i>(type or print)</i>
<input type="checkbox"/> Signatures, if firm is a partnership or L.L.C.	Business address, include zip code <i>(type or print)</i>
<input type="checkbox"/> Corporation organized under the state laws of	<i>(To be completed following oral bidding)</i>
Signature of Authorized Corporate Signing Officer	I HEREBY confirm the above oral bid By <i>(signature)</i>
Title	Date

Submit bid, in *duplicate*, to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior – BLM.

Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract.

Sealed Bid – Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside:

- (1) “Bid for Timber” or
- (1a) “Vegetative Resources Other Than Timber”
- (2) Time bids are to be opened
- (3) Legal description

NOTICES

The Privacy Act and 43 CFR 2.48(d) require that you be furnished with the following information in connection with the information required by this form.

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

PRINCIPAL PURPOSE: To qualify an oral auction bidder, and then if successful, to bind bidder to certain contract conditions.

ROUTINE USES: To determine that an individual is qualified to participate in oral auction bidding, and, as surety that bidder will fulfill contract requirements.

EFFECT OF NOT PROVIDING INFORMATION: Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for timber or vegetative resources.

(Continued on page 3)

(Form 5440-9, page 2)

INSTRUCTIONS TO BIDDERS

1. **AUTHORITY** – Timber located on the revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937 (50 Stat. 874; 43 U.S.C. 1181a); timber located on other lands and other vegetative resources on all public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of timber are codified in 43 CFR Group 5400.

2. **QUALIFICATIONS OF BIDDERS** – A bidder for sale of timber/vegetative resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the timber/vegetative resource is located.

3. **INSPECTION OF TIMBER/VEGETATIVE RESOURCES** – Bidder is invited, urged, and cautioned to inspect the timber/vegetative resource prior to submitting a bid. By executing the timber/vegetative resource sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the timber/vegetative resource and his opinion of its value.

4. **DISCLAIMER OF WARRANTY** – Government expressly disclaims any warranty of the fitness of the designated timber/vegetative resource for any purpose of the bidder; all timber/vegetative resources are to be sold “As Is” without any warranty of merchantability by Government. Any warranty as to the quantity or quality of timber/vegetative resource to be sold is expressly disclaimed by Government.

5. **BIDS** – Sealed or written bids for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued *Timber/Vegetative Resource Sale Notice*.

(a) **Sealed Bid Sales** – Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside *Bid for Timber/Vegetative Resources*, time bid is to be opened, tract number, and legal description of land on which timber/vegetative resource is located. In event of a tie, the high bidder shall be determined by lot from among those who submitted the tie bids.

(b) **Auction Sales** – Submission of the required bid deposit and a written bid is required to qualify for oral bidding. Oral bidding shall begin from the highest written bid. No oral bid will be considered which is not higher than the preceding bid. In the event there is a tie in high written bids, and no oral bidding occurs, the bidder who was the first to submit his bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first submission of high tie written bids, the high bidder shall be determined by lot. High bidder must confirm his bid, in writing, immediately upon being declared high bidder.

(c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in resale of timber/vegetative resource remaining from an uncompleted contract from any person or affiliate of such person who failed to complete the original contract because of (1) cancellation for the purchaser’s breach or (2) through failure to complete payment by expiration date.

(d) When it is in the interest of the Government to do so, it may reject any and all bids and may waive minor deficiencies in bids or in sale advertisement.

6. **BID FORMS** – All sealed, written bids, and confirmation of oral bids shall be submitted on forms provided by Government.

(a) **Lump Sum Sales** – Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.

(b) **Timber Scale Sales** – Bids must state price per thousand board feet that will be paid for each species. High bidder will be determined by multiplying bid price per thousand board feet per species by Bureau of Land Management

estimate of volume of each species. Purchaser shall be liable for purchase price of all merchantable timber sold under contract even though all such timber is not actually cut and removed prior to expiration of time for cutting and removal as specified in contract.*

7. **BID DEPOSIT** – All bidders must make a deposit of not less than the amount specified in the *Timber/Vegetative Resource Notice*. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior – BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department*, or any approved guaranteed remittance approved by the Contracting Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.

8. **AWARD OF CONTRACT** – Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.

9. **TIMBER/VEGETATIVE RESOURCE SALE CONTRACT** – To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager’s office.

10. **PERFORMANCE BOND** –

(a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5450.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsmen are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) any guaranteed remittance approved by the Contracting Officer.

(b) If purchaser elects to cut timber without skidding or yarding it to a loading point or removing it prior to the payment of the second or subsequent installments, Government shall require an increase in amount of performance bond initially required by an amount equal to the value of timber to be cut. Such increase must be on a bond rider form supplied by Government and be approved, in writing, by Government prior to cutting timber covered by the bond increase. This increased amount of bond shall be used to assure payment for timber cut in advance of payment.*

11. **PAYMENT BOND** – If purchaser elects to (a) cut and remove timber, or (b) remove timber already cut which has been secured by an increased performance bond as provided in paragraph 10(b) above, before payment of the second or subsequent installments, Government shall require a payment bond on a form supplied by Government. Purchaser shall obtain written approval from Government of payment bond prior to cutting and/or removal of timber covered by the bond. Payment bond shall be used to assure payment for timber cut and/or removed in advance of payment.*

12. **PAYMENT OF PURCHASE PRICE** – For sales of \$500 or more, Government may allow payment by installments. Except as discussed in paragraphs 10 and 11 above, no part of any timber/vegetative resource sold may be severed, cut, or removed unless advance payment has been made as provided in contract.

13. **LIQUIDATED DAMAGES** – Within thirty (30) days from receipt of *Timber/Vegetative Resources Sale Contract*, the successful bidder shall sign contract and return it to Government, together with required bond and any required payment. If successful bidder fails to comply within the stipulated time, his bid deposit shall be retained by Government as liquidated damages.

14. **NINETY-DAY SALES** – If no bid is received within time specified in the advertisement of sale and if Government determines that there has been no significant rise in the market value of timber/vegetative resource, it may, in its discretion, keep the sale open, not to exceed ninety (90) days.

15. **UNAUTHORIZED USE OF GOVERNMENT PROPERTY** – A sale may be refused to high bidder who has been notified that he has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.

16. **EQUAL OPPORTUNITY CLAUSE** – This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. Copies of this order may be obtained from the District Manager. 43 CFR 60-1.7(b) requires that the Equal Opportunity *Compliance Report Certification* will be completed by prospective contractors. Certification may be obtained from District Manager.

17. **LOG EXPORT** – All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2)

cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimensions or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to “*unprocessed timber*”. Special reporting, branding and painting of logs may be included in contract provisions.*

18. **DETAILED INFORMATION** – Detailed information concerning contract provisions, bid, performance bond forms, tract location maps, and access conditions may be obtained from the District Manager. All persons interested in bidding on the products listed are encouraged to familiarize themselves with all such detailed information.