#### COOS BAY DISTRICT OFFICE MYRTLEWOOD RESOURCE AREA

SALE DATE: February 28, 2020 SALE TIME: 10:00 a.m.

SALE NO.: ORC04-TS-2020.0033, OLD TIMEY

#### SET-ASIDE SALE

COOS COUNTY: OREGON: O&C: ORAL AUCTION:

Bid deposit required: \$32,000.00

All timber designated for cutting on: T. 29 S., R. 9 W., Sec. 17, Lot 1, S1/2 NE,SW1/4SE1/4,NE1/4SE1/4 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
2,178	1,351.0	Douglas-fir	1,688.0	\$175.20	\$295,737.60
622	179.0	western hemlock	224.0	\$87.70	\$19,644.80
294	23.0	Port-Orford cedar	29.0	\$132.0	\$3,828.00
90	1.5	red alder	2.0	\$24.10	\$48.20
18	0.9	western redcedar	1.0	\$538.10	\$538.10
3,202	1,555.4	Total	1,944.0		\$319,796.70

#### 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.

<u>LOG EXPORT AND SUBSTITUTION</u>: 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.

<u>LOG EXPORT AND SUBSTITUTION RESTRICTIONS</u>: Except 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.

<u>CRUISE INFORMATION</u>: With respect to merchantable trees of all species in all cruise strata: the average DBHOB is 20.9 inches; the average gross merchantable log contains 124 bd. ft.; the total gross volume is approximately 2,102.0 MBF; and 93% recovery is expected. The average DBHOB for Douglas-fir is 23.6; and the average gross merchantable log contains 136 bd. ft. None of the total sale volume is salvage material. The following cruise methods were used for volume determination.

<u>3P:</u> Douglas-fir and western hemlock were calculated using the 3P system within Units 1, 2 and 3 to select 93 Douglas-fir and 17 western hemlock sample trees. The sample trees were cruised and their volumes computed using form class tables for estimating board foot volumes of trees in 16-foot logs. The volumes are then expanded to a total sale volume.

<u>100% CRUISE</u>: Volumes for Port-Orford cedar, red alder and western red cedar were based on a 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs.

<u>FALL, BUCK AND SCALE</u>: Douglas-fir and western hemlock, have been cruised using the 3P system to select 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 locations of the sample trees are available at the Coos Bay District Office.

<u>CUTTING AREA</u>: Three units totaling approximately 43 acres must be regeneration cut. Acreage data was collected using a Trimble Geo R1 Global Positioning System receiver. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

<u>ACCESS</u>: Access to the sale area is provided via: United States highways, privately controlled roads, and Government controlled roads.

<u>DIRECTIONS TO SALE AREA</u>: From Coos Bay, Oregon, travel south on Highway 101 for approximately five miles. Take slight left onto OR-42 E and travel approximately 41 miles. Turn left onto Upper Rock Creek Rd (30-10-3.0). Proceed 4 miles, turn right onto the 29-10-25.1 road (new bridge). At end of bridge turn left and proceed up the 25.1 road for approximately 4 miles.

<u>ROAD USE, ROCKWEAR & MAINTENANCE</u>: Refer to Exhibit E Summary attached. Operator maintenance required on 1.0 miles of road.

Rockwear and Road Maintenance Fees Payable to BLM:	\$16,557.50
Road Use, Rockwear and Road Maintenance Fees Payable to Weyerhaeuser:	\$7,367.76
Road Use, Rockwear and Road Maintenance Fees Payable to Lone Rock:	\$0.00

<u>ROAD CONSTRUCTION</u>: Road Construction estimates include the following:

New Construction: <u>3.00 stations</u> Road Renovation and Improvement: <u>356.84 stations</u> Aggregate (All quantities are truck measurement): 6" minus hard rock: <u>744 L.C.Y.</u> 3" minus hard rock: 228 L.C.Y.

1 <sup>1</sup>/<sub>2</sub>" minus hard rock: <u>150 L.C.Y.</u>
3" minus maintenance hard rock: <u>50 L.C.Y.</u>
1 <sup>1</sup>/<sub>2</sub>" minus maintenance hard rock: <u>320 L.C.Y.</u>

Soil Stabilization:

Dry Seed, fertilizer, & mulch: <u>0.8 acres (Pre-haul)</u> Roadside Brushing: <u>345.84 stations</u> Road Decommissioning: Earthen Barriers: <u>1</u> Scarification: <u>3.0 stations</u>

<u>DURATION OF CONTRACT</u>: Shall be 36 months for cutting and removal of timber. The contract contains 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: This list is not comprehensive. Please review the entire contract.

- 1. The Purchaser shall be required to obtain written haul authorization prior to the use of BLM controlled bridges on BLM Road No. 30-10-3.0 at MP 0.75 and MP 1.75 for vehicles exceeding 80,000 lbs. gross weight in accordance with Sec 42.d.(1) & (2). Requests for haul authorizations must be sent to the BLM at least 30 days prior to the planned haul date.
- 2. A license agreement is required with Weyerhaeuser, RWA- C-344. A performance bond in the amount of \$10,000 and comprehensive liability insurance will be required for this license agreement.
- 3. A license agreement is required with Lone Rock Timber Management Co., RWA- C-625. A performance bond in the amount of \$10,000 and comprehensive liability insurance will be required for this license agreement.
- 4. All equipment must be washed prior to entry into the contract area to control the spread of noxious weeds and Port-Orford cedar root disease.
- 5. All roads are designed for all-season haul except for Spur 1A, which is designed for summer haul only.
- 6. Seasonal Restrictions affect portions of Unit 2 and Unit 3. Tree felling, yarding, and road construction operations are prohibited from April 1 through August 5. Additionally, a daily timing restriction confines tree felling, and yarding operations to the period from two hours after sunrise to two hours before sunset from August 6 to September 15.
- 7. No trees shall be felled into Reserve Areas, as shown on the Exhibit A. Line pulling, jacking, or other mechanical devices shall be used as necessary.
- 8. All trees three (3) inches DBHOB or larger and/or twenty-five (25) feet or taller designated for cutting shall be felled concurrently with all other trees designated for cutting.
- 9. Lift trees and intermediate support trees may be necessary.

- 10. One-end suspension is required in Regeneration Cut Areas.
- 11. Full suspension is required over any stream channels. Trees cut for yarding corridors within the Reserve Area adjacent to Stream Channels shall be felled toward the channel and left on site.
- 12. A forwarder, log loader, tractor, or rubber tire skidder may be used to yard logs within the Ground-Based Yarding areas. Ground-based equipment are generally restricted to areas with slopes less than 35% and soil moistures less than 25%.
- 13. Purchaser shall verify all landing locations with an Authorized Officer if not previously identified on Exhibit A. Required clearing limits shall be staked prior to construction.
- 14. Purchaser shall shape and restore all landings to a natural contour to prevent erosion.
- 15. Purchaser shall seed, mulch, and fertilize all landings, road cuts and fills, and waste areas.
- 16. Soil stabilization, water bar construction, road decommissioning, and road barrier construction shall be conducted after the completion of harvest activities but no later than October 15 of the same year.
- 17. BLM will assume supervisory responsibility for disposal of logging slash.
- 18. Machine piling of logging slash is required at all landing areas, along all roads, and within Ground-Based Yarding Areas. Areas to be piled will be identified by the Authorized Officer.
- 19. Personnel supplied by the Purchaser for machine or landing pile burning shall include four (4) people qualified at a minimum, as Type-II Firefighters (FFT2), (National Wildfire Coordinating Group (NWCG) Wildland Fire Qualifications System guide, PMS 310-1).
- 20. After yarding is completed, the purchaser shall top thirty-five (35) and girdle nine (9) conifer trees marked with orange painted "S."
- 21. The Purchaser shall provide signage to control traffic when conducting logging and road construction operations adjacent to and/or on the 29-10-25.1 road.
- 22. To minimize the risk of attracting predators to activity areas, all garbage (especially food products) will be contained and removed daily from the contract area pursuant to Section 27 of the contract.
- 23. Spill kits will be required to be on site during road construction and logging.

# Seasonal Restriction Matrix ORC04-TS-2020.0033 OLD TIMEY Timber Sale Prospectus

\*Restricted periods are Shaded; Conditional periods are hatched; See Exhibit A and C for portions of units/haul route affected.

			Jan	]	Feb	Ν	Mar	1	Apr	Ν	May	J	une	J	fuly	A	ug	2	Sep t		Oct	I	Nov		Dec
Sale Area	Activity	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	1 5	1	1 5	1	15	1	15	1	15
	Road Construction, Renovation, or Improvement Work <sup>1</sup>																								
	Hauling <sup>1</sup>																								
General All Units	Hauling on approved rocked roads <sup>3</sup>																								
	Ground based yarding <sup>2</sup>											25 %													
Units 2 &3	Seasonal Restriction Area (MM) <sup>4</sup>															5th									

<sup>1</sup>Wet season restrictions may be shortened or extended depending on weather conditions for all roads.

<sup>2</sup> Ground based yarding restricted to periods when soil moisture levels are below 25% as determined by the Authorized Officer.

<sup>3</sup> Wet season haul on rocked roads may be suspended during periods of heavy rain (>1" in 24 hours).

<sup>4</sup> Seasonal Restrictions affect portions of Units 2 and 3, where tree felling, yarding, and road construction operations are prohibited from April 1 through August 5. Additionally, a daily timing restriction confines tree felling, and yarding operations to the period from two hours after sunrise to two hours before sunset from August 6 to September 15.

## 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 in the Reserve Areas, as 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. Approximately sixty-two (62) Douglas-fir, nine (9) Port-Orford cedar, five (5) western red cedar, and two (2) chinkapin, are each marked with an orange painted "W" above stump height and orange painted below stump height in Unit 1 and approximately twenty-two (22) Douglasfir, fourteen (14) Port-Orford cedar, and two (2) chinkapin, are each marked with an orange painted "W" above stump height and orange painted below stump height in Unit 2 and approximately nine (9) Douglas-fir, nine (9) Port-Orford cedar are each marked with an orange painted "W" above stump height and orange painted below stump height in Unit 3 as shown on Exhibit A. These individually selected trees are specially valued as a component of the Wildlife Habitat Management program. Reserve trees damaged or destroyed by the Purchaser shall be valued for purposes of determining damages at either current market value, or contract price, whichever is greater, of the merchantable volume plus the cost to replace the damages or destroyed trees. The Purchaser will be liable under applicable sections of this contract for the removal or destruction of these selected reserve trees, except for such trees, which are determined to be a safety hazard as defined by applicable safety codes and regulations. When selected reserve trees are determined to be danger trees, written approval to cut such trees shall be obtained from the Authorized Officer conforming to all requirements of Section 8 of this contract. The Authorized Officer can reserve trees previously designated for cutting and removal by applying orange paint as replacements for previously selected reserve and snag trees damaged or cut and removed due to harvest operations.

c. Approximately nineteen (19) Douglas-fir and fifteen (15) western hemlock are each marked with an orange painted "S" above stump height and orange painted below stump height in Unit 1. Approximately six (6) Douglas-fir and one (1) western hemlock are each marked with an orange painted "S" above stump height and orange painted below stump height in Unit 2. Approximately two (2) Douglas-fir and one (1) western hemlock are each marked with an orange painted "S" above stump height and orange painted below stump height in Unit 2. Approximately two (2) Douglas-fir and one (1) western hemlock are each marked with an orange painted "S" above stump height and orange painted below stump height in Unit 3. These trees are selected snag trees and are specially valued as a component of the Wildlife Habitat Management program.

d. All existing standing dead trees within the harvest area except those trees, which must be felled to permit safe working operations. Snags felled for safety reasons shall be left on site.

e. All existing downed wood in decay classes 3-5 and all existing downed wood 20 inches or

larger in diameter measured on the large end regardless of decay class.

f. All Bearing Trees with metal tags that mark property corners.

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 30 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 5% 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 15 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 30 days, and the interruption or delay is beyond the Purchaser's 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) Before beginning operations in the contract area for the first time, or after a shutdown of ten (10) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of ten (10) or more days.

(2) 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.

(3) Seasonal Restrictions affect portions of Unit 2 and Unit 3 as shown on the Exhibit A. Tree felling and yarding operations are prohibited from April 1 through August 5. Additionally, a daily timing restriction confines tree felling and yarding operations to the period from two hours after sunrise to two hours before sunset from August 6 to September 15.

(4) No trees may be felled into the Reserve Area or Basal Retention Area as shown on the Exhibit A. Line pulling, jacking, or other mechanical devices shall be used as necessary to prevent trees from falling into these areas.

(5) All trees three (3) inches DBHOB or larger and/or twenty-five (25) feet or taller designated for cutting shall be felled concurrently with all other trees designated for cutting.

(6) Trees shall be whole tree yarded when feasible to the landing areas.

(7) Slash generated from cable harvesting operations to a minimum size of five (5) inches in diameter and eight (8) feet in length shall be gross yarded to the landing and piled in accordance with the requirements in Sec.42.f.(1). If a piece of slash meeting the minimum size requirements is bucked, all pieces shall be yarded to the landing.

(8) Yarding (except for road right-of-way and Ground-Based Yarding Area), as shown on Exhibit A, shall be done with a skyline cable system according to the following:

- a. One-end log suspension is required during yarding operations. Intermediate supports and/or lift trees may be required to obtain the required suspension. Full suspension is required when yarding over Stream Channels shown on the Exhibit A.
- b. The Purchaser shall make all cable road changes by completely re-spooling cables and restringing the layout from head spar to tail hold.
- c. If the placement of a yarding corridor requires the cutting of a tree within the Reserve Area adjacent to a Stream Channel, the tree shall remain on-site and felled toward the direction of the channel in a manner to protect the stream bank from disturbance during yarding. Yarding corridors shall cross-stream channels perpendicular where possible to minimize cutting of trees within the Reserve Area. Yarding corridor location within the Reserve Area shall be approved by the Authorized Officer prior to cutting.

(9) All landings in the harvest unit shall be placed at the approximate locations shown on the Exhibit A. Any alternative landing sites must be approved by the Contracting Officer in the written operations and logging plan.

(10) In the Ground-Based Yarding Areas and within road right-of-ways, as shown on Exhibit A, cutting and yarding shall be done according to the following:

- a. In addition to the requirements set forth in Sec. 26 of this contract, ground-based logging operations shall be restricted to the dry season, which is typically May 15 to October 15.
- b. Ground-based operations shall be conducted when soil moisture content is below 25%, as determined by the Authorized Officer; unseasonably dry or wet weather may shorten or extend the operating season. The Purchaser shall be notified in writing when weather conditions extend the operating season. The Purchaser shall cease operations during periods of rain and shall be notified, after a soil-moisture assessment by the Authorized Officer, when operations may resume. Ground-based operations may be conducted when ground is frozen or adequate snow cover exists, with the approval of the Authorized Officer.
- c. Trees shall be felled manually or by a mechanized harvester utilizing a "cut-tolength" system capable of directionally felling, cutting to length, and depositing slash along the harvesting path to minimize soil exposure and compaction.
- d. The yarding machine must be approved by the Authorized Officer. It must be equipped with a grapple or an extendable and retractable arch and fairlead that is an integral part of the machine that is capable of lifting the leading end of the turn clear of the ground. All logs in the Ground-Based Yarding Area shall be yarded with their leading end clear of the ground. A forwarder or tracked log loader may also be used to yard logs.
- e. Primary skid roads/trails shall use existing trails wherever possible, designate skid trails with the objective of having less than 15 percent of a harvest area affected by compaction. Skid trails should generally be spaced 95 feet apart, and be no wider than 12 feet.
- f. Primary skid trails shall be blocked with cull material after completion of harvest where the Authorized Officer determines vehicle access is possible.
- g. All ground-based equipment shall be restricted to operating on slopes less than 35% unless operating on previously constructed trails or accessing isolated ground-based harvest areas requiring short trails over steeper pitches. Also, limit the use of this equipment when surface displacement creates trenches, depressions, excessive removal of organic horizons, or when disturbance would channel water and sediment as overland flow.
- h. Primary skid trails with a slope greater than 15% and/or are left with more than 100

feet of continuous bare ground shall have water bars installed and/or be covered with slash for erosion control prior to October 15 as directed by the Authorized Officer.

(11) Prior to attaching any logging equipment to any tree within the Reserve Area, the Purchaser shall obtain written approval from the Authorized Officer, and shall take precautions, to protect the trees from damage, as directed in writing by the Authorized Officer.

Any use of tail hold, guyline, or lift trees within a MM Seasonally Restricted Area as shown on the Exhibit A, shall not occur from April 1 through August 5; or within 2 hours of sunset or sunrise from August 6 to September 15.

(12) During logging operations, the Purchaser shall keep BLM Road No. 29-10-25.1, where it passes through the contract area, clear of trees, rock, dirt and other debris so far as is practicable. This road shall not be blocked by such operations for more than 20 minutes.

(13) The Purchaser shall provide signage to control traffic when conducting operations adjacent to any road as directed by the Authorized Officer and in accordance with Sec. 29 of the timber sale contract.

(14) To control the spread of noxious weeds and Port-Orford-cedar root disease, 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 a part hereof. All road building and logging equipment shall be washed prior to moving into the Contract Area to control the spread of noxious weeds and Port-Orford-cedar root disease.

(15) After completion of yarding activities, the Purchaser shall top twenty-seven (27) and girdle seven (7) conifer trees (marked with orange painted "S") in Unit 1, top six (6) and girdle one (1) conifer tree (marked with orange painted "S") in Unit 2 and top two (2) and girdle one (1) conifer tree (marked with orange painted "S") in Unit 3, as shown on the Exhibit A and as directed by the Authorized Officer, according to the following:

The Purchaser shall top trees above the third live whorl of limbs at a minimum height of 40 feet or at 60 feet if no live limbs occur below 60 feet. Girdling will consist of removing a four inch band of bark (all sapwood shall remain intact) completely around the bole of the tree after two (2) cuts are made with a chainsaw at the top and bottom into the cambium layer of the tree. Tops and limbs resulting from topping or girdling shall be left on site. Girdling will not be permitted on trees within 100 feet of open roads.

(16) To minimize the risk of attracting predators to activity areas, all garbage (especially food products) will be contained and removed daily from the contract area pursuant to Section 27 of the contract.

(17) Spill kits are required to be on site during road construction and logging operations pursuant

to Section 26 of the contract.

#### c. Road Construction

(1) The Purchaser shall construct, renovate, and improve 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, renovation, or improvement of structures and roads shall be completed and accepted, in accordance with Section 18, prior to the removal of any timber, except right-of-way timber, over that road.

(3) In addition to the requirements set forth in Sec. 26 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 15 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.

(4) The Purchaser, prior to construction of landings, shall 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 forest products or equipment over Government owned or controlled structures when such vehicles or equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit or if vehicles meet allowable non-permitted State vehicle weights, but the haul route crosses a structure or segment of road that is posted for reduced weights. The Purchaser agrees to abide by any special requirements included in said written approval.

(2) Overweight vehicles and 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 30 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.

(3) The Purchaser is authorized to use the roads shown on Exhibit E, 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 the road maintenance fees and rockwear fees totaling \$16,557.50 as shown on Exhibit E. Unless the total maintenance and rockwear fees due BLM are 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.

(4) The Purchaser shall perform maintenance and repair of any required roads shown on Exhibit D in accordance with the maintenance specifications listed in Exhibit D, attached hereto and made a part hereof.

(5) 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 resulting from wear or damage in accordance with the maintenance specifications as shown on Exhibit D.

(6) In addition to the requirements set forth in Section 26 of this contract, the Purchaser shall clean road surfaces, cut banks, landings, ditch, lines, and culverts of all debris created by logging operations.

(7) 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 Sec. 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.

(8) The Authorized Officer may at any time, by written notice, terminate the Purchaser's operator road maintenance obligations and require instead payment of current Bureau of Land Management road maintenance fees for the particular surface type of the road(s) involved. These fees will be applied to the remaining contract volume on the sale area, as determined by the

Authorized Officer, to be transported over the roads listed in Sec. 42.c.(1) and 42.d.(3). If the total road maintenance fee does not exceed \$500.00, the Purchaser shall pay such amount in full prior to use of such roads. If the total road maintenance fee exceeds \$500.00, the Authorized Officer shall establish an installment schedule of payments of the maintenance obligation.

(9) The Purchaser shall cease winter log hauling if the ground is already saturated from winter rains and more than 1 inch of precipitation is predicted over the next 24 hours or as determined by the Authorized Officer.

(10) The Purchaser agrees that if they elect to use any other private road, which is the subject of a right-of-way agreement with the Government for the removal of Government timber sold under the terms of this contract, Purchaser shall request and agree to the modifications of this contract to provide for such use and for allowances for amortization of the Government's share of the capital investment of any such road.

(11) In the use of required company roads shown on the Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement between the United States and Weyerhaeuser, RWA-C-344. The Agreement is available for inspection at the Bureau of Land Management, Coos Bay, Oregon. These conditions include payment of a road use fee of \$7,367.76 and payment of \$0.00 for road maintenance and rockwear in lieu of placing maintenance rock on road.

In the use of required company roads shown on the Exhibit E, the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement between the United States and Lone Rock Timber Management Co., RWA-C-625. The Agreement is available for inspection at the Bureau of Land Management, Coos Bay, Oregon. These conditions include payment of a road use fee of \$0.00 and payment of \$0.00 for road maintenance and rockwear in lieu of placing maintenance rock on road.

Prior to commencement of operations, the Purchaser shall furnish to the Authorized Officer a copy of the executed License Agreements issued under the terms of the Right-of-Way Agreements. Default by the Purchaser of said Right-of-Way and Road Use Agreements, or any License Agreements executed pursuant thereto, for failure to pay appropriate road use, rockwear or road maintenance fees shall be considered a violation of this contract. The amount of unpaid few shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision. Road maintenance fees may change during the course of the contract as determined by the Licensor. It is the responsibility of the Purchaser to pay fees current at time of haul.

#### e. Fire Prevention and Control

Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:

(1) At least three (3) days prior to the operation of power-driven equipment during any operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.

(2) Provide and maintain on the contract area in good working order, and immediately available, the following equipment for use during the closed fire season or periods of fire danger:

- a. Fire fighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever employees are working on the contract area. All fire fighting tools shall be kept in a sturdily constructed box, which shall be painted red and lettered on the front or top in large letters, "For Fire Only." The box shall have a hinged lid and a hasp by which the lid can be sealed. One box may serve two (2) landings not over six hundred (600) feet apart. When filled, the box shall not weigh over two hundred (200) pounds. The fire tools shall be in good condition, be tight on strong handles, and have sharp cutting edges. There shall be not less than four (4) tools in each box nor less than one (1) tool for each employee working on the contract area. Three-fourths (3/4) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire. Operations with four or fewer workers are not required to provide a fire tool box for the operation as long as each worker is equipped with a shovel suitable for fire suppression.
- b. At each landing during periods of operation one (1) tank truck of two thousand (2,000) gallons or more capacity with enough one and one-half  $(1 \frac{1}{2})$  inch hose to reach from the water supply to any location in the operation area affected by power driven machinery, or one thousand (1,000) feet, whichever is greater, is required. Two (2) nozzles and a gated wye are also required for the hose lay. Two (2) one thousand (1,000) gallon tank trucks or portable tanks may be substituted for each required two thousand (2,000) gallon tank truck, provided that the total capability to pump and deliver water remains unchanged. Each tank truck shall be equipped with a pump capable of delivering a minimum of twenty (20) gallons per minute (gpm) water flow at one hundred ten (110) pounds per square inch (psi) engine pressure through fifty (50) feet of  $1\frac{1}{2}$  inch fire hose. The pump may be either power take-off driven or a truck-mounted auxiliary engine, or portable. All equipment shall be acceptable to and approved by the Authorized Officer and shall conform to the standards set forth in Oregon Revised Statutes 477.645 through 477.670. All hose couplings shall have the standard thread adopted by the BLM (1 <sup>1</sup>/<sub>2</sub> inches National Hose Thread (NH), 1 inch National Pipe Straight Hose Thread (NPSH) or be provided with suitable adapters. All tank trucks shall be filled with water and made available for immediate use.

#### f. Logging Residue Reduction

In addition to the requirements of Sections 15 and 25 of this contract, and notwithstanding the

Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release Purchaser for such hazard, the Purchaser shall remain responsible to the Government for performance of the following hazard reduction and logging residue reduction measures required of them by this contract:

(1) Landing pile construction and covering: Within thirty (30) feet of the edge of each landing, all tops, broken pieces, limbs and debris between two (2) and nine (9) inches in diameter at the large end and longer than three (3) feet in length shall be piled within fifteen (15) days of completion of hauling logs from that landing. Landing piles shall be kept free of dirt and located adjacent to roads at least twenty (20) feet from any Reserve Tree and/or as directed by the Authorized Officer.

Upon completion of landing piling, and no later than September 30 of the same year of piling, the Purchaser shall prepare the landing piles for burning by securely covering each pile with a minimum 10-foot-by-10-foot cover of four (4) MIL polyethylene or alternate material as set forth in OAR 629-048-0210. The cover shall cap each landing pile to maintain a dry ignition point and shall be firmly fixed to each pile to hold it in place. To meet ignition and combustion needs, larger piles may require additional PE sheeting. Piles with material extending more than two (2) feet beyond the general contour of the pile shall be flattened or trimmed to allow for covering in a manner that permits the piles to shed water and to prevent tearing during wind events. Pile trimming or flattening shall be done prior to pile covering. Pieces of burnable material shall be placed on top of the plastic cover to secure it from moving and to prevent it from blowing off during strong winds. The Purchaser is required to furnish the covering materials. The timing of this covering work shall be in accordance with instructions from the Authorized Officer. If the structure of the landing piles will not permit adequate consumption of piled debris by burning, the Purchaser shall re-pile them at the direction of the Authorized Officer.

(2) As directed by Authorized Officer, for a distance of 100 feet from the perimeter of each landing, all logs more than eight (8) inches diameter at the large end and longer than eight (8) 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. Logging residue meeting this requirement shall not be piled for burning but shall be segregated into separate piles that are no closer than twenty (20) feet from residue piles that will be burned.

(3) Slashing: In all Ground-Based Yarding Areas on the Exhibit A, in preparation for piling and as directed by the Authorized Officer, slash all brush species one foot (1) or greater in height, damaged residual conifers, hardwoods not reserved from cutting, and activity slash. All top and side branches must be cut free of the central stem such that the stem is no more than twelve (12) inches from the ground at all points. Slash shall be lopped to facilitate piling. Activity slash

includes all woody material (brush, limbs, tops, un-merchantable stems, or chunks) severed, uprooted, or broken from live plants as a result of Purchaser's operations under the terms of this contract. All slashing, piling, and covering work must be completed by October 15 for all areas where logging was completed on August 1 of each year.

(4) Machine pile construction and covering: In areas designated as Ground-Based Yarding Areas on the Exhibit A that are found to excessive residual slash will require additional piling and burning to prepare the site for planting. Areas to be treated will be designated by the Authorized Officer. All tops, broken pieces, limbs and debris between two (2) and nine (9) inches in diameter and longer than three (3) feet in length will be piled. Piles will be kept free of dirt and located at least twenty (20) feet from any reserve tree or snag and as far as possible from culverts and unit boundaries. In areas with low slash loads, in lieu of piling, slash shall be scattered so that it does not exceed twelve (12) inches in depth and is discontinuous enough to provide clear planting spots at ten (10) foot spacing.

- a. Material exceeding the diameter limits specified may be left un-piled; however, attached limbs and tops falling within the diameter limits shall be cut off and piled. Material sixteen (16) inches in diameter or larger (measured on the large end) shall not be piled.
- b. Piles shall be constructed as upright as possible and have a solid base to prevent toppling. Piles shall be no smaller than eight (8) feet in diameter and six (6) feet in height.
- c. All piled material shall be laid perpendicular to the slope. There shall be an adequate supply of finer fuels located within the interior of the pile to ensure ignition of the larger fuels.
- d. The Purchaser shall place a minimum of a 10-foot-by-10-foot cover of black polyethylene plastic, four (4) MIL thickness, over the pile to provide a barrier from winter rains. Plastic shall provide adequate protection to ensure combustion of material within the pile.
- e. Material extending more than 2 feet beyond the general contour of the pile shall be flattened with the excavator or cut off to allow for covering in a manner that permits the piles to shed water.
- f. The Purchaser shall place black polyethylene plastic, four (4) MIL thickness, over the pile to provide a barrier from winter rains. Unless otherwise directed, the size of plastic shall be no smaller than one hundred (100) square feet (10'x10').

g. Plastic covering shall be placed on top of the pile to ensure the center of the pile remains dry, shall be weighted down with logging debris and shall be tied down with combustible cord on all four corners.

(5) Notwithstanding the provisions of Sec. 15 of this contract, the Government shall be responsible for disposing of slash created by the Purchaser's operations on Government lands except for assistance as required herein. In accordance with written instructions to be issued by the Authorized Officer at least ten (10) days in advance of earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer, assist with landing pile burning, machine pile burning and hand pile burning by furnishing, at their own expense, the services of personnel and equipment as follows:

- a. The purchaser shall begin burning within fourteen hours (14) of notification by the Authorized Officer.
- b. For each entry, the Purchaser may provide more personnel, equipment and materials than indicated, but no less than the minimum requirements listed below. Minimum personnel, equipment and materials requirements are:
  - 1) Landing Pile Burning:
    - a. One (1) English-speaking crew supervisor (minimum FFT2).
    - b. Three (3) person burn crew (minimum FFT2).
    - c. Three (3) drip torches and sufficient fuel to complete all pile burning.
  - 2) Machine Pile Burning:
    - a. One (1) English-speaking crew supervisor (minimum FFT2).
    - b. Five (5) person burn crew (minimum FFT2).
    - c. Five (5) drip torches and sufficient fuel to complete all burning.
    - d. One (1) chainsaw.
    - e. One (1) backpack pump (5-gallon)
    - f. Six (6) hand tools; 1 shovel, 2 pulaskis, 3 hazel hoes (or equivalent).

All listed personnel shall be qualified as a Type-II Firefighter (FFT2) or higher (National Wildfire Coordinating Group (NWCG) Wildland Fire Qualifications System guide, (PMS 310-1)). All personnel shall be physically fit, experienced and fully capable of functioning as required. All personnel shall arrive at the project area with the following personal safety equipment: Lug-soled leather boots with a minimum of eight (8) inch uppers that provide ankle support; an approved hart hat; leather gloves; long-sleeve shirt and full-length trousers made of approved aramid fabric (Nomex or equivalent) and an approved fire shelter. All tools and equipment shall be in good condition. All power-driven equipment shall be fully fueled and

available for immediate use. During periods of use under this subsection, the Purchaser shall provide fuel and maintenance for all such power-driven equipment.

- c. A minimum of eighty (80) percent consumption of landing piles is required.
- d. No mop-up of piles is required of the Purchaser.
- e. Based on the time of year and sequence in which harvest and treatment of the units is completed, burning may be required over multiple seasons.

Time is of the essence in complying with burning provisions. 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 completing the logging residue reduction. Additional costs may include, but are not limited to, wages and associated expenses of providing federal employees or others as a substitute labor force, the cost of providing substitute equipment, 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.

#### g. Optional Contributions

(1) The Purchaser shall assist in burning as described in Section 42.f.(5). The Purchaser shall have the option of completing the work, or in lieu thereof, may make a contribution to the Bureau of Land Management in the amount of three thousand, four hundred ninety seven and 70/100 dollars (\$3,497.70) and upon making such a contribution, the Purchaser shall be relieved of the obligations set out in these subsections. The amount of the contribution shown above shall be paid prior to cutting. The Purchaser shall notify the Authorized Officer of his intention to make this contribution upon execution of this contract.

#### h. 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. 94165 and 43 CFR 5400 and 5424 as amended.

(1) All timber sold to the Purchaser under the terms of this contract 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. 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 threequarters (8-3/4) inches in thickness; (3) split or round bolts or other round wood not processed to standards and specifications suitable for end-product uses; or (4) western red cedar 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 (8-3/4) 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 12 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

(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 (11) logs or more will have a minimum of ten (10) logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs will be branded on loads of ten (10) 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.

#### i. 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 \$1,458.00 In the event only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of \$1,458.00 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.

#### j. Cultural Resource Protection

(1) If in connection with operations under this contract, the Purchaser, his contractors, subcontractors, 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.

k. 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 prevent incidental take of northern spotted owls in accordance with management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines or management direction of the ROD and 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 an IBLA or court order, the Authorized Officer determines it may be necessary to modify or terminate the contract.
- g. When, in order to comply with a stay or other remedy issued by the Interior Board of Land Appeals (IBLA), the Authorized Officer determines it may be necessary to modify or terminate the contract, or;
- h. Species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines or management direction established in the ROD and RMP, and the Authorized Officer determines that continued operations would affect the species or its habitat, or;
- i. When, in order to protect species, which were identified for protection through survey and manage and/or protection buffer standards and guidelines established, or management direction established in the ROD and RMP, 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 Authorized 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 Authorized 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 thirty (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 thirty (30) days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Section 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 Authorized 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 Authorized Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3(b) of the contract within fifteen (15) days after the bill for collection is issued,

subject to Section 3(j) 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 (30) 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 Authorized 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, court-ordered injunctions, or an IBLA issued stay or remedy, 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 Authorized Officer may determine that it is necessary to modify the contract or terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, prevent incidental take of northern spotted owls in accordance with the ROD and RMP, 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 or management direction established in the ROD and RMP, or to comply with a court order or an IBLA issued stay or remedy. 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, if able to proceed without causing incidental take of northern spotted owls in accordance with the ROD and RMP, if consistent with survey and manage and/or protection in accordance with ROD and RMP, if consistent with survey and manage and/or protection buffer standards and guidelines or management direction established over the ROD and RMP, if consistent with survey and manage and/or protection buffer standards and guidelines or management direction established in the ROD and RMP, or if consistent with survey and manage and/or protection buffer standards and guidelines or management direction established in the ROD and RMP, or if consistent with a court order or an IBLA issued stay or remedy.

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 paragraph, 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.

#### 1. 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.

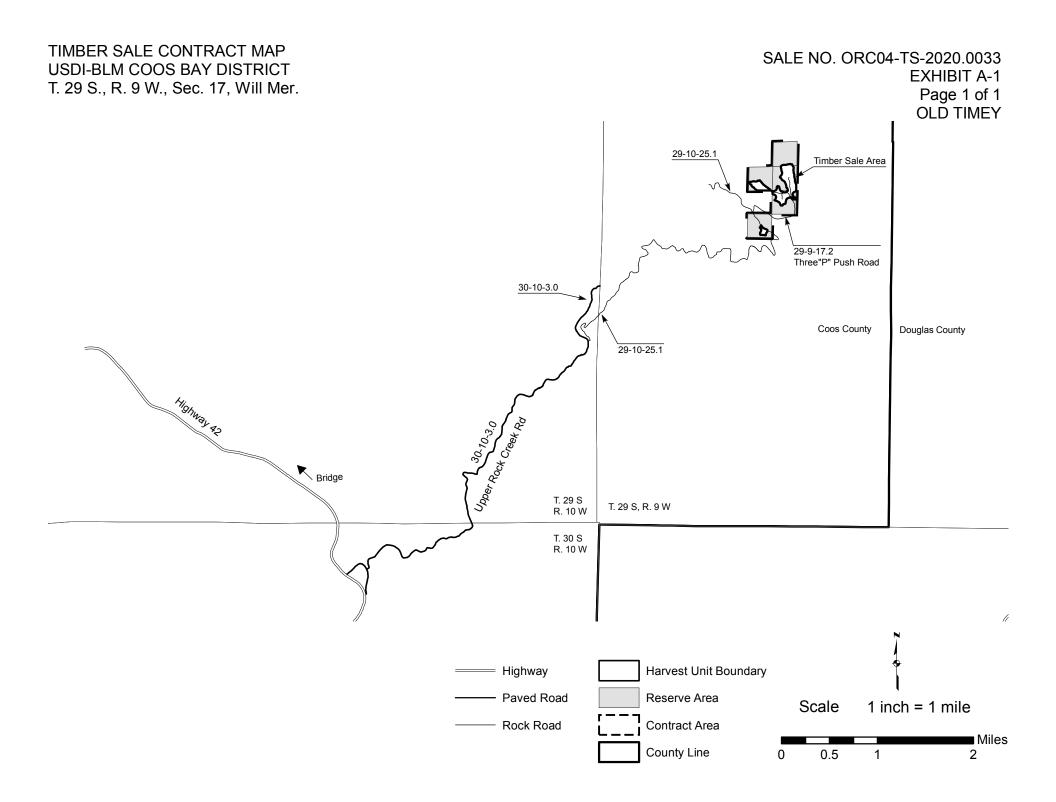
Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous 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.

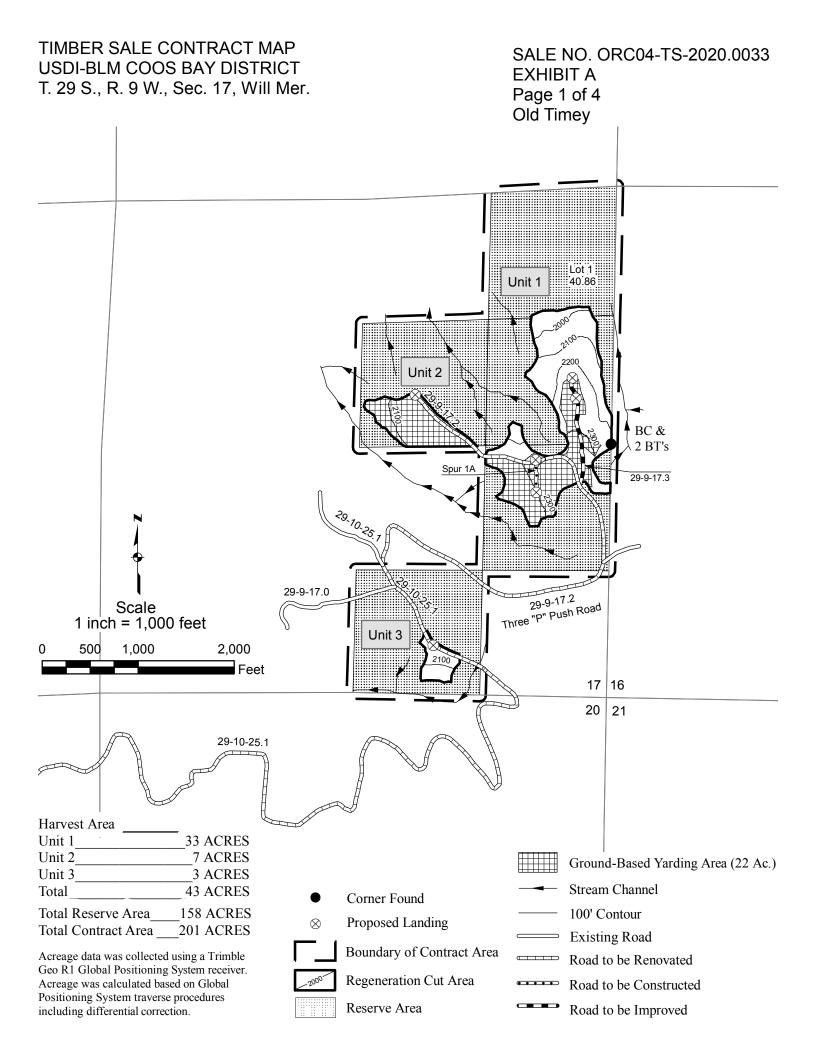
m. Small Business Administration (SBA) Set Aside

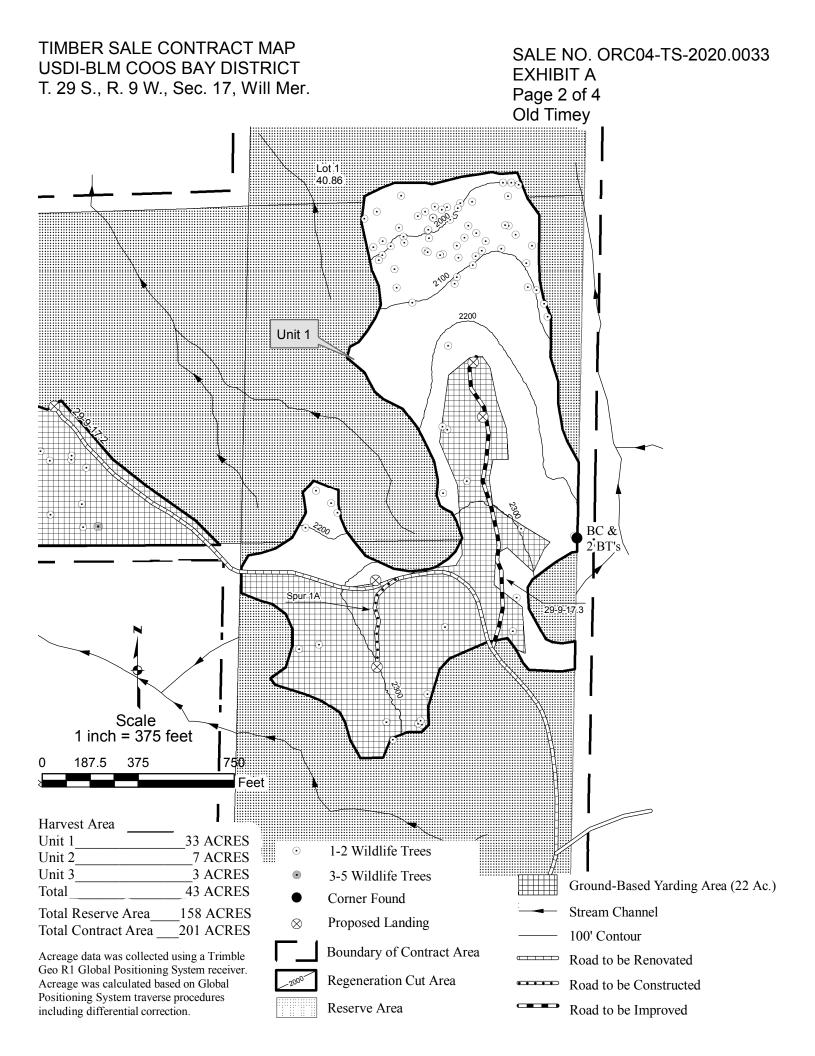
The purchaser agrees not to sell and/or exchange more than 30 percent of the timber or log volume from this preferential sale to concerns that do not meet the Small Business Administration small business size standard (13 CFR 121).

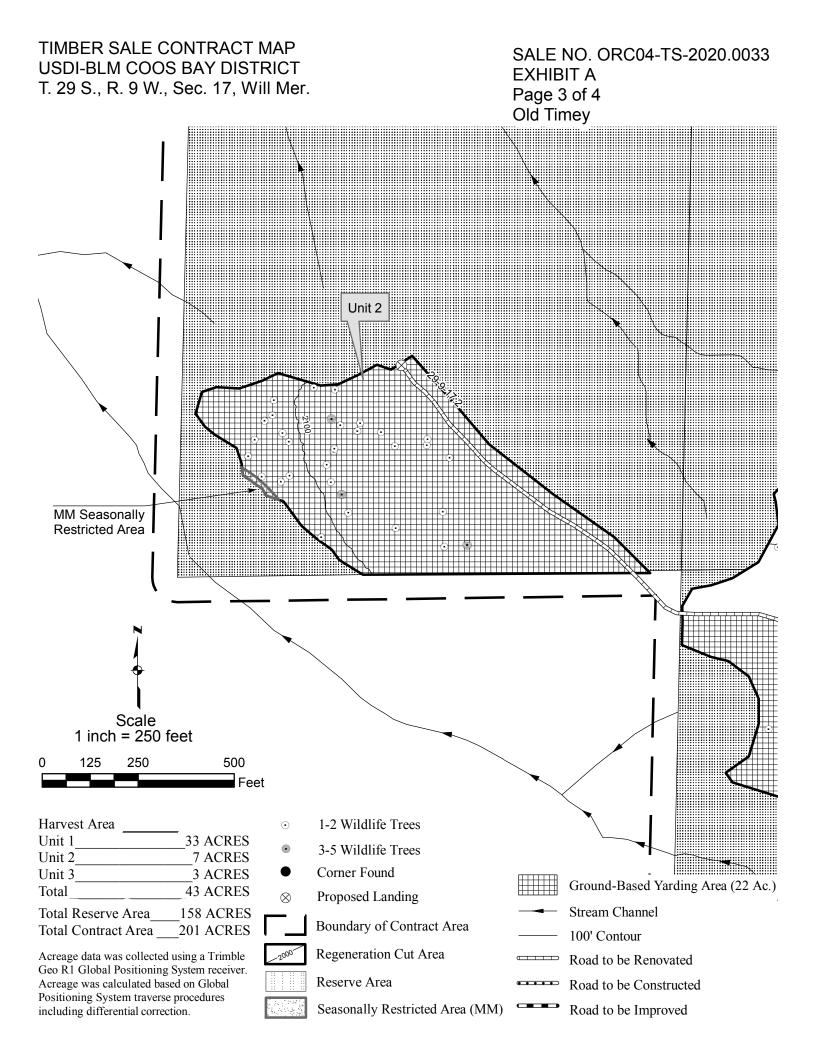
The purchaser understands that in addition to other penalties which may be imposed for violating the foregoing, the purchaser may be declared ineligible to participate in future Federal timber sales that are set-aside for preferential bidding by small business qualified concerns for two semi-annual triggered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



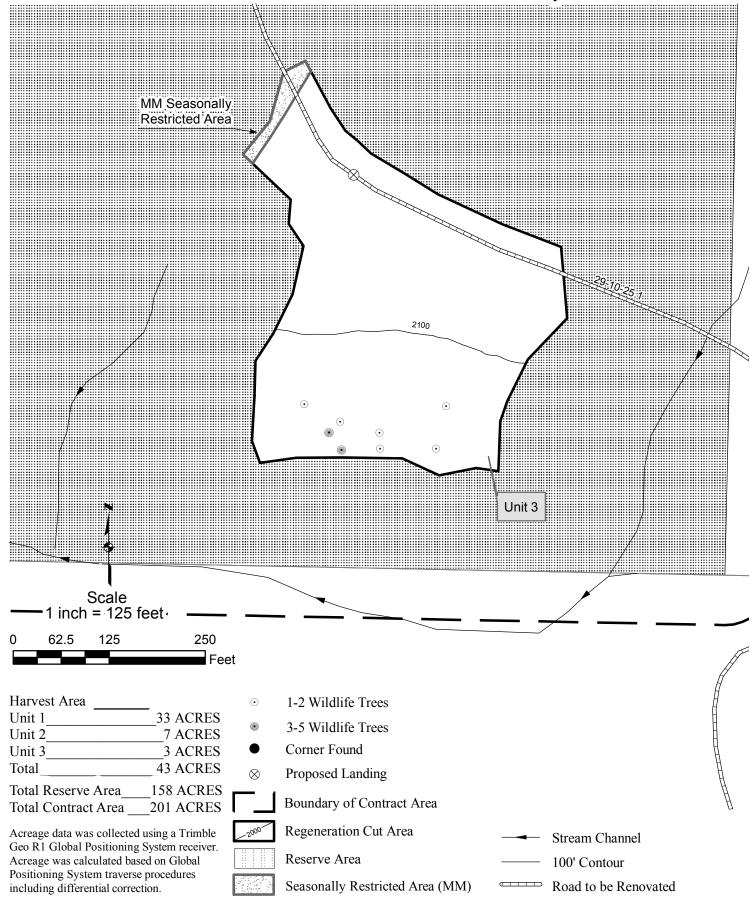






TIMBER SALE CONTRACT MAP USDI-BLM COOS BAY DISTRICT T. 29 S., R. 9 W., Sec. 17, Will Mer.

SALE NO. ORC04-TS-2020.0033 EXHIBIT A Page 4 of 4 Old Timey



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

Contract No:

page 1 ORC04-TS-2020.0033

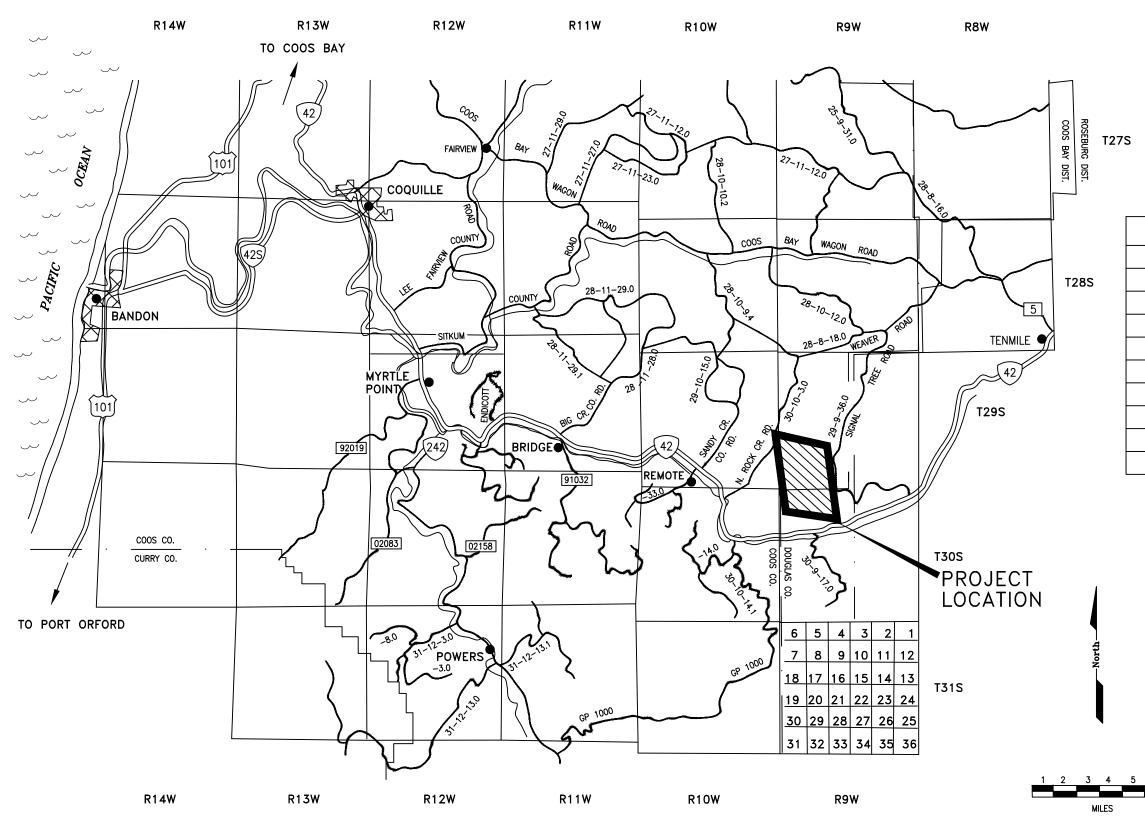
Sale Name Old Timey

#### EXHIBIT B

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.

	CIES	ESTIMATED in MB		PRICE PER UNIT	AMOUNT OF	ESTIMATED VOLUME OR QUANTITY X UNIT PRICE
Doug	las-fir	1688	MBF	\$175.20		\$295,737.60
western	hemlock	224	MBF	\$87.70		\$19,644.80
Port-Orfo	ord-cedar	29 MB		\$132.00		\$3,828.00
red c	cedar	1	MBF	\$538.10		\$538.10
red a	alder	2	MBF	\$24.10		\$48.20
otals		1944	MBF			\$319,796.70
he apportionme	ent of the total pur	chase price is a	s follows:			
			EST.			1
Approx. No.			NET.			
of Trees	UNIT	NO. 1	MBF			
0. 11000			VOL.			
1534	Doug	las-fir	1259	\$175.20	\$220,576.80	1
467	western		1239	\$87.70	\$16,399.90	1
133	Port-Orfo		13	\$132.00	\$1,716.00	1
17	red c		1	\$538.10	\$538.10	1
78	red a		1.8	\$24.10	\$43.38	1
2229	TOTALS		1.0	ψ_τ.10	ψ-0.00	1
	101/120		1	33 Acres =	\$7,250.73	
				<u> </u>	Unit Total	
T			EST.			
Approx. No.	UNIT	NO. 2	NET			
of Trees			MBF			
			VOL.			
		lae_fir	255	\$175.20	\$44,676.00	
405	Doug				. ,	
54	western	hemlock	20	\$87.70	\$1,754.00	
54 26		hemlock	20 2	\$132.00	\$1,754.00 \$264.00	
54 26 0	western	hemlock ord-cedar	20 2 0	\$132.00 \$0.00	\$1,754.00 \$264.00 \$0.00	
54 26 0 0	western Port-Orfo red c red a	hemlock ord-cedar edar alder	20 2	\$132.00	\$1,754.00 \$264.00	
54 26 0	western Port-Orfo red c	hemlock ord-cedar edar alder	20 2 0	\$132.00 \$0.00 \$0.00	\$1,754.00 \$264.00 \$0.00 \$0.00	
54 26 0 0	western Port-Orfo red c red a	hemlock ord-cedar edar alder	20 2 0	\$132.00 \$0.00	\$1,754.00 \$264.00 \$0.00 \$0.00 \$6,670.57	
54 26 0 0	western Port-Orfo red c red a	hemlock ord-cedar edar alder	20 2 0	\$132.00 \$0.00 \$0.00	\$1,754.00 \$264.00 \$0.00 \$0.00	/Ac. \$46,694.00
54 26 0 0	western Port-Orfo red c red a	hemlock ord-cedar edar alder	20 2 0	\$132.00 \$0.00 \$0.00	\$1,754.00 \$264.00 \$0.00 \$0.00 \$6,670.57	
54 26 0 485	western Port-Orfo red c red a TOT	hemlock rd-cedar edar alder ALS	20 2 0 0	\$132.00 \$0.00 \$0.00	\$1,754.00 \$264.00 \$0.00 \$0.00 \$6,670.57	
54 26 0 485	western Port-Orfo red c red a	hemlock rd-cedar edar alder ALS	20 2 0 0 EST.	\$132.00 \$0.00 \$0.00	\$1,754.00 \$264.00 \$0.00 \$0.00 \$6,670.57	
54 26 0 485 Approx. No.	western Port-Orfo red c red a TOT	hemlock rd-cedar edar alder ALS	20 2 0 0 EST. NET	\$132.00 \$0.00 \$0.00	\$1,754.00 \$264.00 \$0.00 \$0.00 \$6,670.57	
54 26 0 485 Approx. No. of Trees 239	western Port-Orfo red c red a TOT UNIT	hemlock rd-cedar edar Alder ALS NO. 3 las-fir	20 2 0 0 EST. MBT VOL. 174	\$132.00 \$0.00 \$0.00 7 Acres = \$175.20	\$1,754.00 \$264.00 \$0.00 \$0.00 \$6,670.57 Unit Total \$30,484.80	
54 26 0 485 Approx. No. of Trees 239 101	western Port-Orfo red c red a TOT UNIT Doug western	hemlock rd-cedar edar Alder ALS NO. 3 las-fir hemlock	20 2 0 0 EST. NET MBF VOL. 174	\$132.00 \$0.00 \$0.00 7 Acres = \$175.20 \$87.70	\$1,754.00 \$264.00 \$0.00 \$0.00 \$6,670.57 Unit Total \$30,484.80 \$1,490.90	
54           26           0           485           Approx. No. of Trees           239           101           135	western Port-Orfo red c red a TOT UNIT Doug western Port-Orfo	hemlock rd-cedar edar alder ALS NO. 3 las-fir hemlock rd-cedar	20 2 0 0 EST. NET MBF VOL. 174 17	\$132.00 \$0.00 \$0.00 7 Acres = \$175.20 \$87.70 \$132.00	\$1,754.00 \$264.00 \$0.00 \$0.00 \$6,670.57 Unit Total \$30,484.80 \$1,490.90 \$1,848.00	
54           26           0           485   Approx. No. of Trees           239           101           135           1	western Port-Orfo red c red a TOT UNIT Doug western Port-Orfo red c	hemlock rd-cedar edar alder ALS NO. 3 las-fir hemlock rd-cedar edar	20 2 0 0 0 EST. NET MBF VOL. 174 17 14 0.1	\$132.00 \$0.00 \$0.00 7 Acres = \$175.20 \$175.20 \$175.20 \$132.00 \$538.10	\$1,754.00 \$264.00 \$0.00 \$0.00 \$6,670.57 Unit Total \$30,484.80 \$1,490.90 \$1,848.00 \$53.81	
54           26           0           485   Approx. No. of Trees           239           101           135           1           12	western Port-Orfo red c red a TOT UNIT UNIT Doug western Port-Orfo red c red a	hemlock rd-cedar edar alder ALS NO. 3 las-fir hemlock rd-cedar edar alder	20 2 0 0 EST. NET MBF VOL. 174 17	\$132.00 \$0.00 \$0.00 7 Acres = \$175.20 \$87.70 \$132.00	\$1,754.00 \$264.00 \$0.00 \$0.00 \$6,670.57 Unit Total \$30,484.80 \$1,490.90 \$1,848.00	
54           26           0           485   Approx. No. of Trees           239           101           135           1	western Port-Orfo red c red a TOT UNIT Doug western Port-Orfo red c	hemlock rd-cedar edar alder ALS NO. 3 las-fir hemlock rd-cedar edar alder	20 2 0 0 0 EST. NET MBF VOL. 174 17 14 0.1	\$132.00 \$0.00 \$0.00 7 Acres = \$175.20 \$87.70 \$132.00 \$538.10 \$24.10	\$1,754.00 \$264.00 \$0.00 \$0.00 \$6,670.57 Unit Total \$30,484.80 \$1,490.90 \$1,848.00 \$53.81 \$4.82	\$46,694.00
54           26           0           485   Approx. No. of Trees           239           101           135           1           12	western Port-Orfo red c red a TOT UNIT UNIT Doug western Port-Orfo red c red a	hemlock rd-cedar edar alder ALS NO. 3 las-fir hemlock rd-cedar edar alder	20 2 0 0 0 EST. NET MBF VOL. 174 17 14 0.1	\$132.00 \$0.00 \$0.00 7 Acres = \$175.20 \$175.20 \$175.20 \$132.00 \$538.10	\$1,754.00 \$264.00 \$0.00 \$0.00 \$6,670.57 Unit Total \$30,484.80 \$1,490.90 \$1,848.00 \$53.81	\$46,694.00

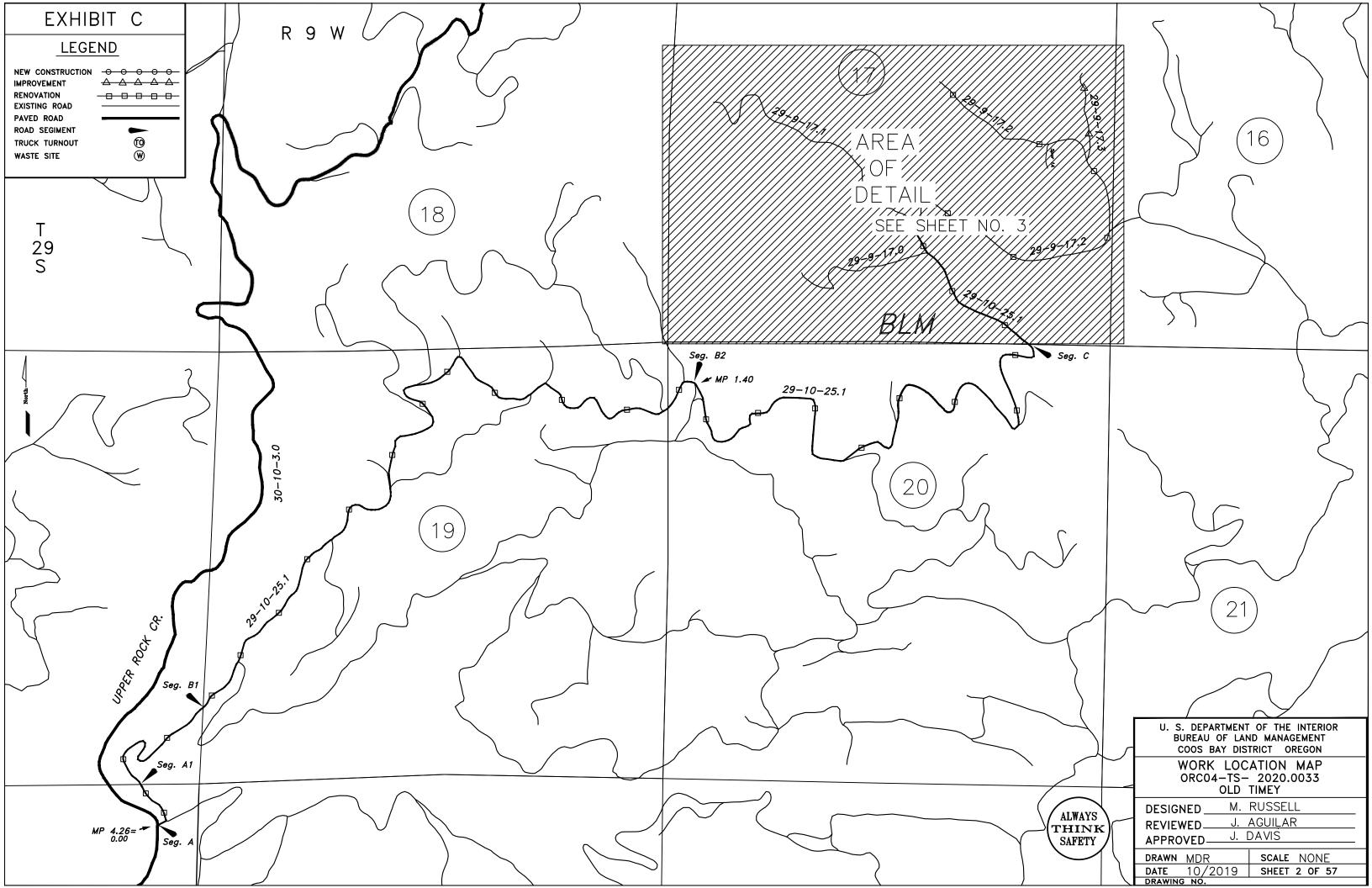
#### EXHIBIT C OLD TIMEY ORC04-TS-2020.0033 UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT COOS BAY DISTRICT OFFICE MYRTLEWOOD FIELD OFFICE

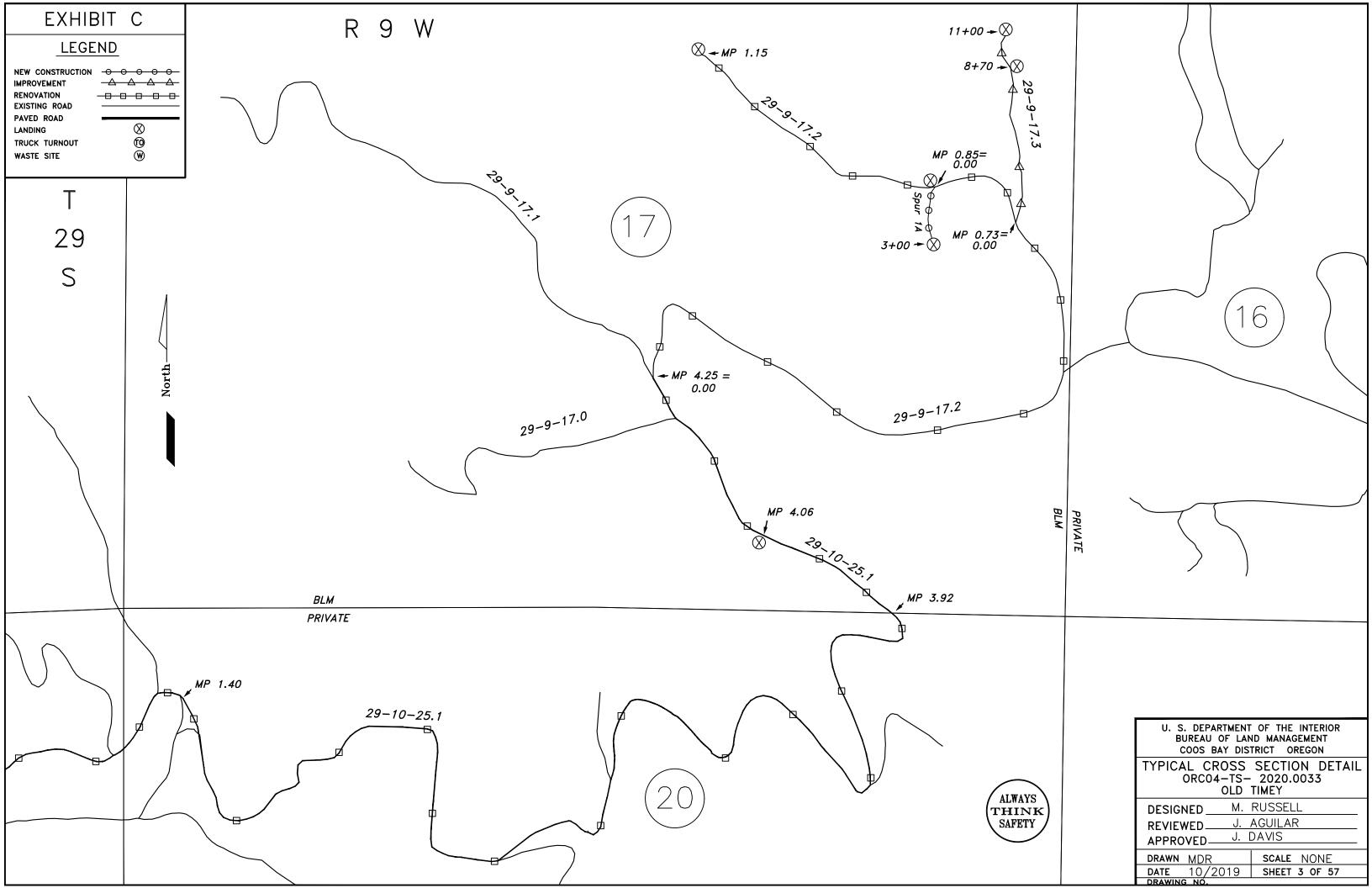


SHEET	CONTENTS
1	TITLE SHEET
2-3	WORK LOCATION MAP
4	TYPICAL CROSS SECTION DETAILS
5-6	ESTIMATE OF QUANTITIES
7	CULVERT INSTALLATION DETAILS
8	ROADSIDE BRUSHING DETAILS
9-10	SPECIAL PROVISIONS
11-12	SPECIAL DETAILS
13	CONSTRUCTION DETAILS
14–57	TIMBER SALE ROAD SPECIFICATIONS

U. S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT COOS BAY DISTRICT OREGON								
ORC04-TS-	ATION MAP 2020.0033 TIMEY							
DESIGNED M.	RUSSELL							
REVIEWED J.	AGUILAR							
APPROVED J. [	DAVIS							
DRAWN MDR	SCALE NONE							
<b>DATE</b> 10/2019	SHEET 1 OF 57							
DRAWING NO.								

6



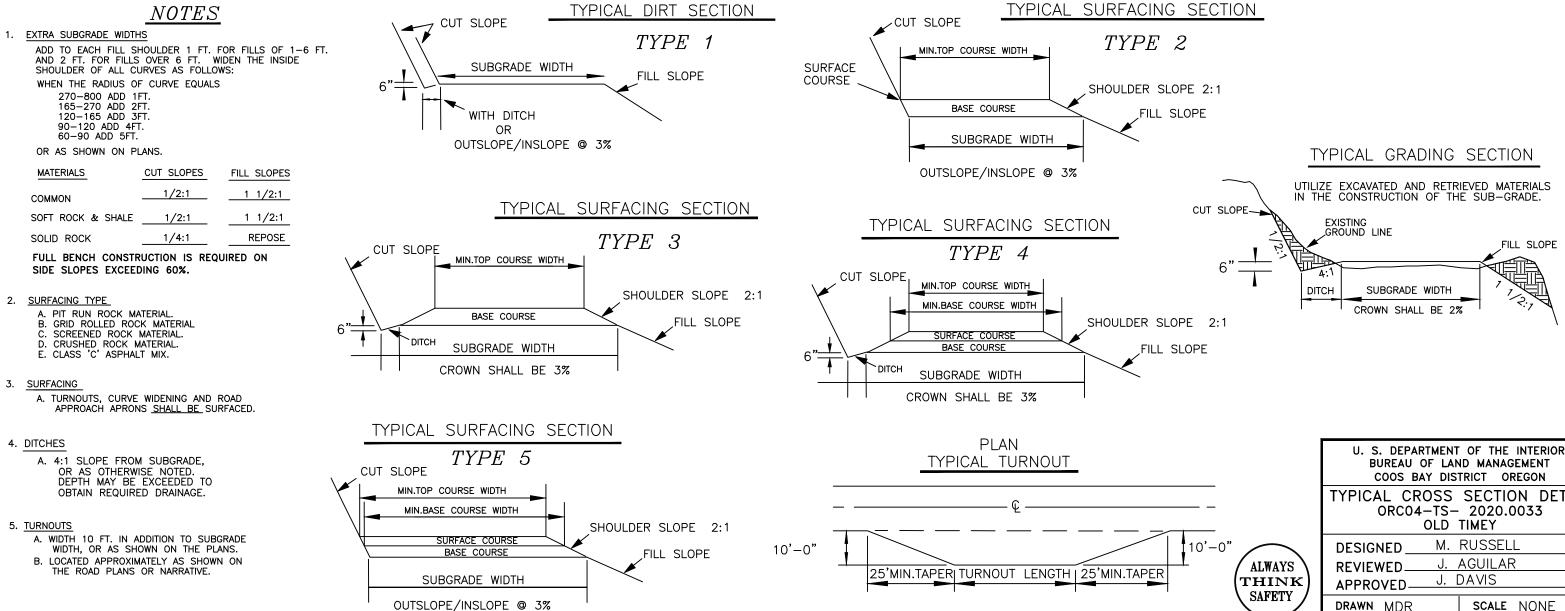


					ROAD V	VIDTH <sup>1</sup>			WIDTH WIDTH										
	FROM	то	LENGTH	TYPICAL		DITOU	BEY	OND	EXIS RO/	TING ADS		BASE C	COURSE			SURFAC	E COURSE		REMARKS
ROAD NUMBER **	MILEPOST/ STATION	MILEPOST/ STATION	MILES/ STATIONS	SECTION	SUBGRADE	DITCH	TOP CUT	TOE FILL	L	R	Min Top Width	Comp. Depth	Type <sup>2</sup>	Grading	Min Top Width	Comp. Depth	Type <sup>2</sup>	Grading	
29-10-25.1 R	0.00	4.25	4.25	4	16'	2'			10'	10'									3% CROWNED W/ DITCH
29-9-17.2 R	0.00	1.15	1.15	4	16'	2'			10'	10'									3% CROWNED W/ DITCH
29-9-17.3 I	0+00	11+00	11.00	4	16'	2'	10'	5'			13.4'	8"	D	6-0"	12'	4"	D	3-0"	3% CROWNED W/ DITCH
Spur 1A C	0+00	3+00	3.00	1	14'		10'	5'											3% OUTSLOPE/INSLOPE

\*\* RENOVATION = R

IMPROVEMENT = I

CONSTRUCTION = C



	U. S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT COOS BAY DISTRICT OREGON						
 	TYPICAL CROSS SECTION DETAIL ORC04-TS- 2020.0033 OLD TIMEY						
10'-0"	DESIGNED M.	RUSSELL					
	REVIEWED J.	AGUILAR					
(THINK)	APPROVED J. I	DAVIS					
SAFETY	DRAWN MDR	SCALE NONE					
$\bigcirc$	DATE 10/2019	SHEET 4 OF 57					
	DRAWING NÓ.	•					

# ESTIMATE OF QUANTITIES\*

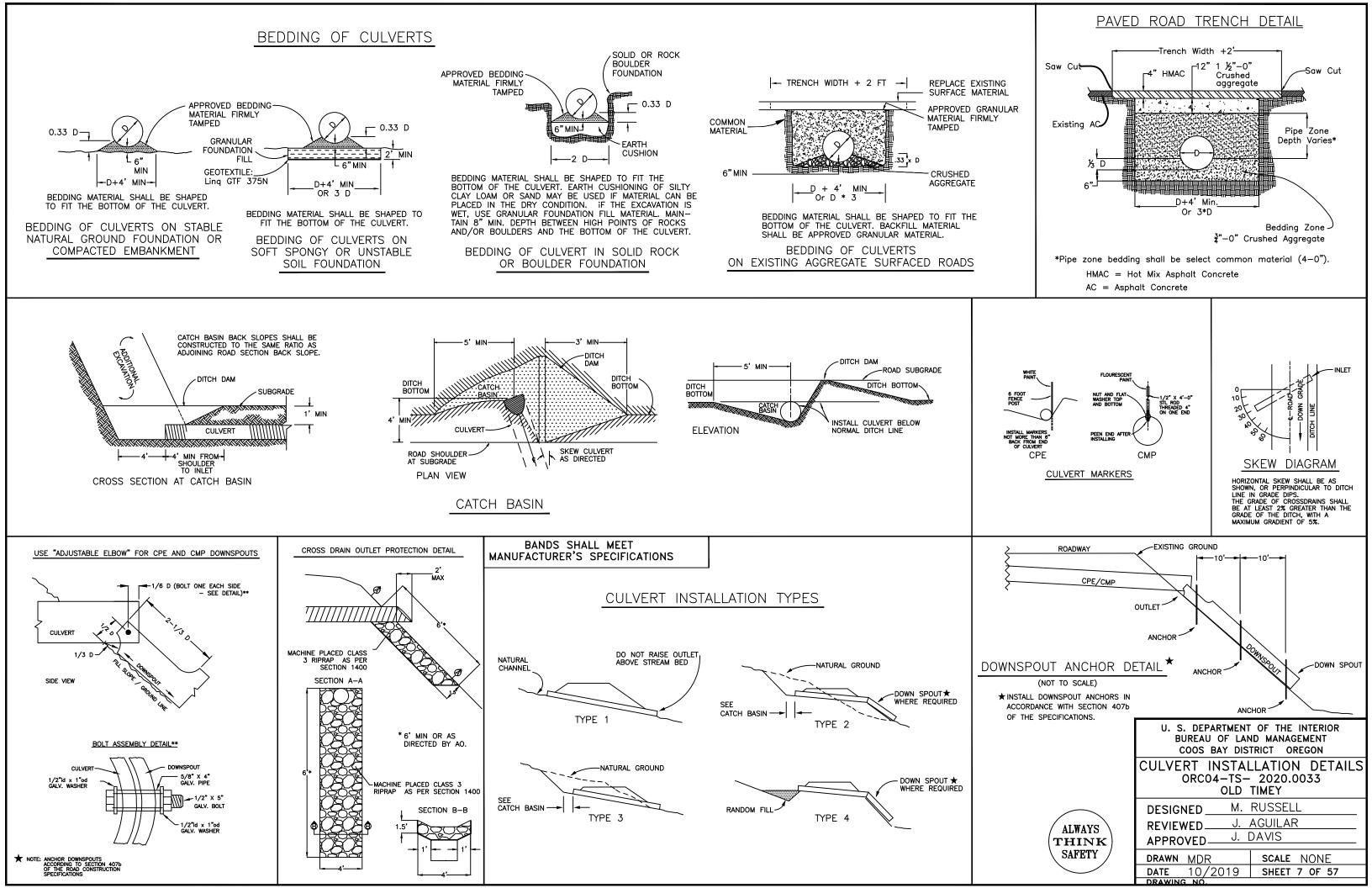
			SURFACING				OTHER		SEEL	DING	
ROAD NUMBER	BOCK BOCK SPOT POCK SURFACE CULVERT CULVERT RIP R		RIP RAP	CLASS C ASPHALT	SEED, FER MU	OTHER (SEDIMENT CONTROL					
	NOCK	NOCK	SI OT NOCK	ROCK	BEDDING	BEDDING			DRY	HYDRO	DEVICES)
SECTION NO.	1000	1000	1000	1200	1200	1200	1400	2600	1800	1800	
UNITS	C.Y.	C.Y.	C.Y.	C.Y.	C.Y.	C.Y.	C.Y.	TONS	ACRES	ACRES	EACH
29-10-25.1	25			125					0.1		
29-9-17.2	60			25					0.1		
29-9-17.3	659	228							0.4		
Spur 1A									0.2		
TOTALS	744	228		150					0.8		

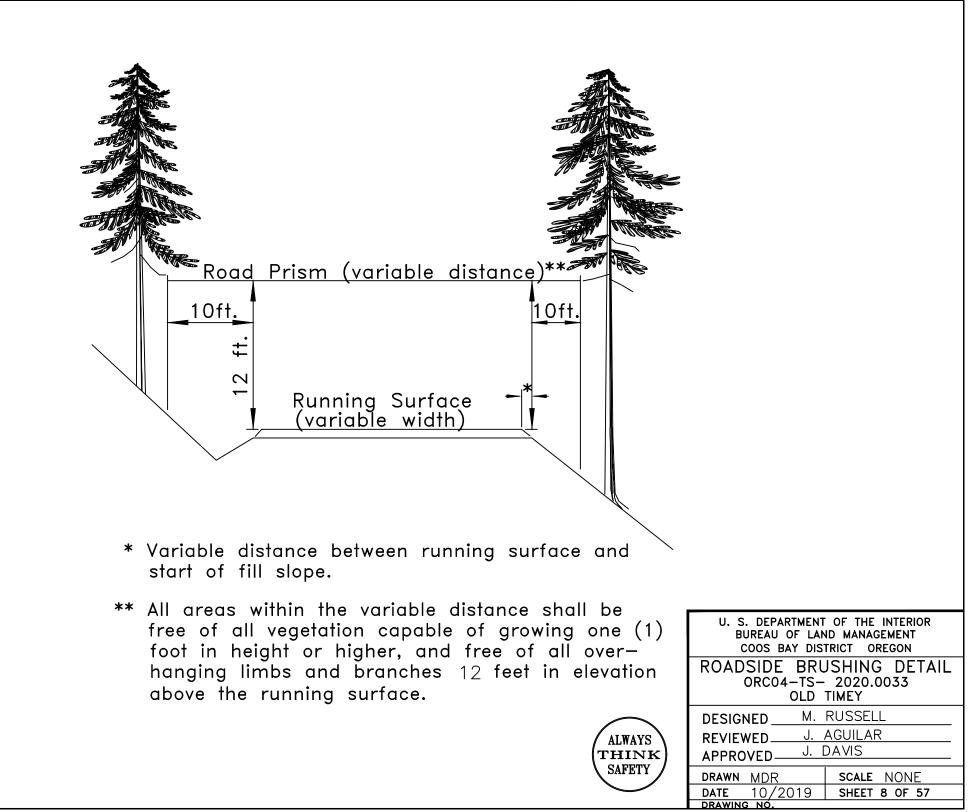
\* FOR INFORMATIONAL USE ONLY. QUANTITIES SHOWN ARE NOT PAY ITEMS. ALL ROCK QUANTITIES ARE TRUCK (LOOSE) MEASUREMENT QUANTITIES.

SECTION	GRADE	SIZE
1000	A	3"
1000		6"
1200	C	1 <sup>1</sup> / <sub>2</sub> "
1200	E	<sup>3</sup> ⁄4 "
1400	А	27"-8"
2600	CLASS C ASPHALT	

GRADE INDICATED IN CIRCLE  $\bigcirc$ 

	U. S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT COOS BAY DISTRICT OREGON							
	ESTIMATE OF QUANTITIES ORC04-TS- 2020.0033 OLD TIMEY							
ALWAYS THINK SAFETY	REVIEWED J.	RUSSELL AGUILAR DAVIS						
$\smile$	DRAWN MDR	SCALE NONE						
	<b>date</b> 10/2019	SHEET 6 OF 57						
	DRAWING NO.							





ORC04-TS-2020.0033 OLD TIMEY EXHIBIT C SHEET 9 of 57

#### SPECIAL PROVISIONS

#### Purchaser Responsibility

The Purchaser shall avoid damaging any bituminous and aggregate surfaced roads. The Purchaser will be responsible for the repair or the cost of repair of any road damaged as a result of the activity. Bituminous and aggregate roads shall be left in the same condition that they were prior to road construction and maintenance activity.

The Purchaser shall be required to secure written approval (haul authorization) 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. Haul authorization process may take up to 30 days to complete.

#### **Seasonal Restrictions**

All road construction, renovation, and decommissioning work shall be done during the dry construction season, avoiding precipitation periods, between June 1 and October 15.

#### Spill Containment

Spill containment kit is required on-site during work. Kit contents shall include absorbent booms (two bales, four 8" x 10" booms/bale), absorbent pads (two bales, one hundred 17" x 19" x 1/4" pads/bale), heavy-duty garbage bags, gloves (PVC and latex), and goggles.

#### Equipment Washing

The Purchaser is responsible for vehicle/equipment entrance cleaning in accordance with the Exhibit F.

#### Over-wintering

All natural-surfaced new construction shall not over-winter without being either De-commissioned, as specified in the Exhibit D, or winterized, in accordance with the 1700 Erosion Control specifications, prior to the first rains of the wet season, but no later than October 15 of the year of construction.

#### Native Seed

The Government will furnish native seed mix, when available.

#### **Safety**

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

ORC04-TS-2020.0033 OLD TIMEY EXHIBIT C SHEET 10 of 57

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.

#### SPECIAL DETAILS RENOVATION OF BLM ROAD NO. 29-10-25.1 Milepost 0.00 to Milepost 4.25

MP. Remarks

0.00 Junction with Upper Rock Creek Road at MP 4.54.

Begin renovation, watering, surfacing and roadside brushing in accordance to Section 500, 600, 1200 and 2100 of the Timber Sale Road Specifications, Typical Cross Section Sheet No. 4 and Roadside Brushing Detail Sheet No. 8.

- **NOTE:** From MP 0.00 to MP 4.25, apply 125 CY of 1.5-0" crushed aggregate spot rock as directed by the Authorized Officer, conforming to Section 1200 of the Timber Sale Road Specifications.
- 4.06 Construct 30' diameter roadside landing left in accordance to Sections 200, 300, 1000 and 1800 of the Timber Sale Road Specifications. Landing will be surfaced with 25 CY of 6-0" crushed aggregate.
- 4.25 Junction, renovate Road number 29-9-17.2 right. End renovation.

#### RENOVATION OF BLM ROAD NO. 29-9-17.2 Milepost 0.00 to Milepost 1.15

- MP. Remarks
- 0.00 Junction with BLM Road 29-10-25.1 at MP 4.25.

Begin renovation, watering, surfacing and roadside brushing in accordance to Section 500, 600, 1200 and 2100 of the Timber Sale Road Specifications, Typical Cross Section Sheet No. 4 and Roadside Brushing Detail Sheet No. 8.

- **NOTE:** From MP 0.00 to MP 1.15, apply 25 CY of 1.5-0" crushed aggregate spot rock as directed by the Authorized Officer, conforming to Section 1200 of the Timber Sale Road Specifications.
- 0.73 Junction, Improve Road 29-9-17.3 right.
- 0.85 Junction, Construct Spur 1A left.
- 0.86 Construct 30' diameter roadside landing right in accordance to Sections 200, 300, 1000

ORC04-TS-2020.0033 OLD TIMEY EXHIBIT C SHEET 12 of 57

Remarks

and 1800 of the Timber Sale Road Specifications. Landing will be surfaced with 25 CY of 6-0" crushed aggregate.

1.15 Construct 40' diameter end landing in accordance to Sections 200, 300, 1000 and 1800 of the Timber Sale Road Specifications. Landing will be surfaced with 35 CY of 6-0" crushed aggregate. End renovation.

#### IMPROVEMENT OF BLM ROAD NO. 29-9-17.3 Station 0+00 to Station 11+00

- Sta. Remarks
- 0+00 Junction with BLM Road 29-9-17.2 at MP 0.73.

Begin clearing & grubbing, excavation, improvement, watering, surfacing and soil stabilization in accordance to Sections 200, 300, 500, 600, 1000 and 1800 of the Timber Sale Road Specifications and Typical Cross Section Sheet No. 4.

- **NOTE:** From Sta. 0+00 to Sta. 11+00, apply an 8" lift of 6-0" crushed aggregate and cap with a 4" lift of 3-0" crushed aggregate in accordance with Section 1000 of the Timber Sale Road Specifications and Typical Cross Section Sheet No. 4.
- 5+00 Construct Truck Turnout left in accordance to Sections 200, 300, 1000 and 1800 of the Timber Sale Road Specifications. Landing will be surfaced with 20 CY of 6-0" crushed aggregate.
- 8+70 Construct 60' diameter landing right in accordance to Sections 200, 300, 1000 and 1800 of the Timber Sale Road Specifications. Landing will be surfaced with 50 CY of 6-0" crushed aggregate.
- 11+00 Construct 70' diameter end landing in accordance to Sections 200, 300, 1000 and 1800 of the Timber Sale Road Specifications. Landing will be surfaced with 60 CY of 6-0" crushed aggregate. End renovation.

MP.

ORC04-TS-2020.0033 OLD TIMEY EXHIBIT C SHEET 13 of 57

#### CONSTRUCTION DETAIL SHEET SPUR 1A CONTROL POINT

#### <u>GENERAL</u>

Purchaser shall construct Spur 1A from Sta. 0+00 to Sta. 3+00 as shown on the location map. This work shall be accomplished in accordance with details and road specifications which follow:

#### <u>SHAPING</u>

The roadway shall be constructed and shaped to conform to standards shown on Typical Cross Section Details Sheet No. 4.

#### TURNOUTS

None.

#### SUBGRADE

The subgrade shall be excavated and compacted in accordance with the 200 and 300 Sections of the Timber Sale Road Specifications.

#### **DRAINAGE FEATURES**

Out-slope &/or in slope at 3% with no ditch to achieve drainage.

#### **SURFACING**

None

#### <u>ALIGNMENT</u>

Begin construction at MP 0.85 of BLM Road No. 29-9-17.2. The roadway shall be constructed within posted or painted right-of-way boundaries. The minimum curve radius shall be sixty (60) feet.

#### <u>GRADE</u>

Grade shall not exceed 14% favorable and adverse.

#### TRUCK TURNAROUND

None

#### LANDINGS (Grade shall not exceed 5%)

Construct 40' diameter end landing. Surface remain natural.

#### SOIL STABILIZATION

Apply seed, fertilizer, and mulch in accordance with Section 1800 of the Timber Sale Road Specifications.

# TABLE OF CONTENTS

SECTION	DESCRIPTION
100	General
200	Clearing and Grubbing
300	Excavation and Embankment
400	Pipe Culverts
500	Renovation and Improvement of Existing Roads
600	Watering
1000	Aggregate Base Course - Crushed Rock
1200	Aggregate Surface Course - Crushed Rock
1400	Slope Protection
1700	Erosion Control
1800	Soil Stabilization
2100	Roadside Brushing

#### <u>GENERAL – 100</u>

#### \*101 - Prework Conference(s):

A prework conference will be held prior to the start of operations. The Purchaser shall request the conference at least (48) hours prior to the time it is to be held. The conference will be attended by the Purchaser and/or his representative(s), subcontractor(s) and/or his or their representative(s) and the Authorized Officer and/or his representative(s).

The purpose of the prework conference will be to review the required work, exhibits and specifications, and to establish a work schedule and a list of the Purchaser's representatives and subcontractor(s).

\*102 - Definitions:

<u>AASHTO</u> - American Association of State Highway and Transportation Officials. Current editions of tests and specifications.

Abrasion Resistance - The ability of a fabric surface to resist wear by friction.

ACI - American Concrete Institute

<u>Apparent Opening Size (AOS)</u> - Number of the U.S. Bureau of Standard sieve (or its opening size in millimeters or inches) having openings closest in size to the diameter of uniform particles which will allow 5 percent by weight to pass through the geotextile material when shaken in a prescribed manner. This is also referred to as Equivalent Opening Size (EOS).

<u>ASTM</u> - American Society for Testing and Materials.

<u>Base Course</u> - Surfacing structure consisting of crushed gravel or stone, crushed sandstone, pitrun rock, bank or river-run gravels, etc., to provide support and, in the event no surface course is placed, the running surface for traffic load.

BLM - Bureau of Land Management

Borrow - Excavated material required for embankments and other portions of the work.

<u>Burst Strength</u> - The resistance of a geotextile material to rupture from pressure applied at right angles to the plane of the geotextile material under specified conditions, usually expressed as the amount of pressure causing failure. Rupture or burst results from tensile failure of the geotextile material.

<u>Culvert</u> - A pipe, pipe-arch, arch, or box structure constructed of metal, concrete, plastic or wood which provides an opening under the roadway primarily for the conveyance of liquids, pedestrians or livestock.

<u>Curve Widening</u> - Widening required on inside of curves to accommodate long log and equipment hauling trucks.

<u>Embankment</u> - A structure of soil, aggregate, or rock material placed on a prepared ground surface and constructed to subgrade.

<u>End Haul</u> - Excavated material moved, other than by dozer, to an embankment or waste area to prevent sidecasting material outside of the road prism.

Excess Excavation - Material from the roadway in excess of that needed for construction of the designed roadway (waste).

<u>Grab Tensile Strength</u> - A modified tensile strength of a geotextile material. The strength of a specific width of geotextile material together with the additional strength contributed by adjacent areas. Typically, grab strength is determined on a 12-inch-wide strip of geotextile material, with the tensile load applied at the midpoint of the geotextile material width through 1-inch-wide jaw faces.

<u>Grading</u> - Leveling to grade, shaping and smoothing of a road subgrade; the shaping of roadside ditches as to grade and contour. In some instances includes smoothing of the cut bank.

<u>Nonwoven Geotextile Material</u> - A textile structure produced by bonding or interlocking of fibers, or both, accomplished by mechanical or chemical means.

<u>Overhaul</u> - Distance excavated material is transported in excess of the distance included in the cost for excavation.

<u>Penetration Resistance</u> - The geotextile material property determined by the force required to penetrate a geotextile material with a sharp pointed object. Initial penetration is by separating the fibers. Further penetration is essentially a tearing process.

<u>Percent Open Area</u> - The net area of a geotextile material that is not occupied by geotextile material filaments, normally determinable only for woven and nonwoven geotextile material having distinct, visible, and measurable openings that continue directly through the geotextile material.

<u>Permeability</u> - The geotextile material property which permits water to be transmitted in the longitudinal or transverse planes of the geotextile material.

Pioneer Road - Temporary construction access built along the route of the project.

<u>Piping</u> - The process by which soil particles are washed in or through pore spaces in drains and filters or poorly compacted fill/backfill material.

<u>Plans</u> - The approved drawings, or exact reproductions thereof which show the locations, character, dimensions, and details of the work to be done.

<u>Pore Size</u> - The size of an opening between geotextile material filaments; apparent opening size (AOS) is used to quantify this geotextile material property.

<u>Puncture Resistance</u> - The geotextile material property determined by the force required to penetrate a geotextile material with a blunt object. Failure results in a tearing of the geotextile material.

<u>Purchaser</u> - The individual, partnership, joint venture, or corporation contracting with the Government under the terms of a Timber Sale Contract and acting independently or through their, or its agents, employees, or contractors.

<u>Reasonably Close Conformity</u> - Compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified.

<u>Reinforcement</u> - Strengthening of concrete with iron bars or mesh: geotextile with geotextile material inclusion: subgrade with aggregate: etc.

<u>Roadbed</u> - The graded portion of the road within top and side slopes, prepared as a foundation for the pavement structure and shoulders.

Road Centerline - The longitudinal center of a roadbed.

<u>Road Improvement</u> - Work done to an existing road which improves it over its original design standard.

Road Renovation - Work done to an existing road which restores it to its original design.

<u>Roadway</u> - The portion of a road within limits of construction. Usually from the toe of the fill slope to a point where the cut slope intersects natural ground line. Synonym - road prism.

<u>Scale</u> - In quarrying, consists of the removal of loose or overhanging rock adhering to the solid face after a shot or a round of shots has been fired.

<u>Scarification</u> - The process of loosening or breaking up of the surface layer of soil or road, usually to a specified depth.

<u>Separation</u> - Function of geotextile material as a partition between adjacent materials to prevent mixing of those materials.

<u>Shoulder</u> - The portion of the roadbed contiguous with the traveled way designed for accommodation of stopped vehicles, safety, and lateral support of base and surface courses.

<u>Slope ratio notation (horizontal: vertical)</u> – Slope ratios for constructed cut and fill slopes are expressed as a ratio of horizontal units to vertical units.

Spalls - Flakes or chips of stone.

<u>Specifications</u> - A general term applied to all directions, provisions, and requirements pertaining to performance of the work.

<u>Specific Gravity</u> - The ratio of the density of a material to the density of water obtained by weighing known volumes of both items in air. A specific gravity less than one implies that the material will float.

<u>Structures</u> - Bridges, culverts, catch basins, retaining walls, underdrains, flumes, splash pads, downspouts, and other project features which may be involved in the work and not otherwise classified in these specifications.

<u>Subbase</u> - Reinforcement of the subgrade with large particles of pitrun rock or crushed stone. Usually confined to roads having wet subgrades or subgrades with weak support characteristics.

<u>Surface Course</u> - Top layer of a road structure consisting of finely crushed gravels or asphalt designed to provide a smooth running surface for traffic load.

<u>Subgrade</u> - The top surface of a roadbed upon which the traveled way and shoulders are constructed.

<u>Tensile Strength</u> - The strength shown by a geotextile material subjected to tension as distinct from torsion, compression, or shear.

<u>Tensile Stress - Strain Modulus</u> - A measure of the resistance to elongation under stress. The ratio of the change in tensile stress to the corresponding change in strain.

<u>Tensile Test</u> - A test which subjects geotextile material to tensile forces and measures resultant stresses and strains.

<u>Timber</u> - Standing trees, downed trees, or logs which can be measured in board feet.

<u>Traveled Way</u> - The portion of the roadbed used for the movement of vehicles, exclusive of shoulders.

<u>Typical Cross Sections</u> - Cross-sectional plane of a typical roadway; showing natural ground line and designed roadway in relation to cut and fill, through cut, and through fill.

<u>Turnout</u> - Extra widening of the roadbed at appropriate intervals on single-lane roads for passing purposes.

<u>Ultraviolet (UV) Radiation Stability</u> - The ability of geotextile material to resist deterioration from exposure to sunlight.

<u>Unaged Cloth</u> - Cloth in condition received from the manufacturer or distributor.

<u>Woven Geotextile Material</u> - A textile structure comprising two or more sets of filaments of yarns interlaced in such a way that the elements pass each other at essentially right angles with one set of elements parallel to the geotextile material axis.

#### \*102a - Tests Used in These Specifications:

<u>AASHTO T 11</u>	Quantity of rock finer than No. 200 sieve.
AASHTO T 27	Sieve analysis of fine and coarse aggregate using sieves with square openings; gradation.
<u>AASHTO T 89</u>	Liquid limit of material passing the No. 40 sieve. Water content at which the soil passes from a plastic to a liquid state.

Rev 1-2017

<u>AASHTO T 90</u>	<ul> <li>Plastic limits and plasticity index of soil.</li> <li>a. Plastic limit - lowest water content at which the soil remains plastic.</li> <li>b. Plasticity index - range of water content, within which the material is in a plastic state. Numerical difference between the liquid and plastic limits of the soil.</li> </ul>
<u>AASHTO T 96</u>	Resistance to abrasion of small size coarse aggregate by use of the Los Angeles machine.
<u>AASHTO T 99</u>	<ul> <li>Relationship between soil moisture and density of soil.</li> <li>Method A - 4" mold, soil passing a No. 4 sieve 25 blows/layer &amp; 3 layers.</li> <li>Method C - 4" mold, soil passing a 3/4 inch sieve 25 blows/layer &amp; 3 layers.</li> <li>Method D - 6" mold, soil passing a 3/4 inch sieve. 56 blows/layer &amp; 3 layers.</li> </ul>
<u>AASHTO T 119</u>	Slump of hydraulic cement concrete.
<u>AASHTO T 152</u>	Air content of freshly mixed concrete.
<u>AASHTO T 166</u>	Specific Gravity of compacted Bituminous Mixtures.
<u>AASHTO T 176</u>	Shows relative portions of fine dust or claylike materials in soil or graded aggregate.
<u>AASHTO T 180</u>	(OSHD 106-71) moisture density relationship of soil same as AASHTO T 99 proctor but uses a 10-lb rammer & 18-in drop height.
<u>AASHTO T 191</u>	Sand Cone. Density of soil in place: For subgrade use 6-inch or 12-inch cone. For rock surfacing for 1-1/2-inch minus to 3-inch minus use 12-inch cone.
AASHTO T 205	Rubber balloon. Density of soil in place. Use for compacted or firmly bonded soil.
<u>AASHTO T 209</u>	Maximum Specific Gravity of Bituminous Paving Mixtures.
<u>AASHTO T 210</u>	Durability of aggregates based on resistance to produce fines.

AASHTO T 224 Correction for coarse particles in the soil.

AASHTO T 238 Density of Soil and Soil-Aggregate in place by nuclear methods.

<u>AASHTO T 248</u> Reducing field samples of aggregate to testing size by mechanical splitter, quartering, or miniature stockpile sampling.

<u>ASTM D 4564</u> Determination of relative density of cohensionless soils.

<u>DMSO (dimethyl sulfide</u>) Determines volume of expanding clays in aggregates. Usually associated with marine basalts.

- \*103 Compaction equipment shall meet the following requirements:
- 103a <u>Padded Drum (Tamping) Rollers.</u> The unit shall consist of a drum with pads, be either self propelled or towed by a tractor, and capable of operating at a speed of 6 mph. The drum shall be no less than 48 inches in diameter over the pads and not less than 60 inches in width. The pads shall have a minimum height of 3 inches, and a face area of not less than 14 square inches. The weight at drum shall be no less than 8000 lb.
- 103b <u>(Sheepfoot) (Tamping) rollers.</u> A tamping roller unit shall consist of two watertight metal drums mounted in frames in such manner as to be fully oscillating, together with a tractor having sufficient weight and power under actual working conditions to pull the roller drums at a minimum speed of 2.5 miles per hour. The drums shall be no less than 60 inches in diameter and no less than 54 inches in length, measured at the drum's surface, and shall be studded with tamping feet projecting not less than 7 inches from the face of the drums.

The distance between circumferential rows of tamper feet shall be such that the diagonal distance from any foot to the nearest foot in each adjacent row shall be not more than 12 inches. The cross-sectional area of the face of each tamper foot, measured perpendicular to the axis of the stud, shall be not less than 5-1/2 square inches nor more than 8 square inches.

The weight of the tamping-roller unit shall be such as to exert a minimum pressure of 250 pounds per square inch on the ground area in contact with the tamping feet, and the roller shall be so designed that the weight may be increased to exert a pressure up to 500 pounds per square inch on the ground area in contact with the tamping feet. The ground pressure shall be determined by dividing the total weight of the roller unit, not including the weight of the tractor,

by the total cross-sectional area of the tamping feet in one row of tamping feet parallel to the axis of the roller.

- 103c <u>Smooth-wheel power rollers.</u> Smooth-wheel power rollers shall either be of the 3wheel type, weighing not less than 10 tons, or of the tandem type, 2-wheel or 3wheel, weighing not less than 8 tons. Smooth-wheel roller shall provide compression of 325 pounds per linear inch of width of rear wheels or drum.
- 103d <u>Pneumatic-tired rollers.</u> Pneumatic-tired rollers shall be of the double-axle type equipped with pneumatic tires each of equal size and type. The spacing between the sidewalls of adjacent tires shall not exceed 5 inches and the rear tires shall be staggered in relation to the front tires. The rolling width of the unit shall be not less than 60 inches, exclusive of the power unit. The roller shall be so constructed that the contact pressure is uniformly distributed on all of the tires, and the tires shall be inflated to maintain the air pressure in the several tires within a total tolerance of 5 pounds per square inch. The roller shall be so constructed that the total weight shall be between 1,000 and 2,000 pounds per tire. The actual operating weight of the rollers shall be as ordered by the Authorized Officer.

Each pneumatic-tired roller shall be drawn by equipment having sufficient power and weight under normal working condition to pull the roller at a minimum speed of 5 miles per hour, or it may be self-propelled to obtain a minimum speed of 5 miles per hour.

<u>Grid roller.</u> A grid roller shall consist of two or more cylindrical drums independently mounted on a common shaft in a rigid frame. Each drum shall have a minimum outside diameter of 5 feet and a minimum width of 2 feet 6 inches. The overall width of the roller exclusive of frame shall be not less than 5 feet 6 inches of which not more than 6 inches shall be used for center spacing between two roller drums. The face of the drums shall have the appearance of woven open-mesh made by interlacing bars of not less than 1-1/4 inches nor more than 1-3/4 inches diameter space spaced on 4-1/2 inches to 5-1/2 inches center. Net opening between the bars shall be not less than 3 inches nor more than 4 inches. The roller shall be so constructed that counterweights can be used to adjust the gross weight of the roller to not less than 27,000 pounds. The grid roller shall be drawn by a power unit capable of propelling the fully loaded roller through 6 inches of loose embankment material at a speed of at least 4 miles per hour.

103f - <u>Vibratory roller.</u> The drum diameter shall be not less than 48 inches, the drum width not less than 58 inches, and have a turning radius of 15 feet or less. Vibration frequency shall be regulated in steps to 1400, 1500, and 1600 vibrations per minute (VPM), corresponding to engine speeds of 1575, 1690, and 1800 RPM. The centrifugal force developed shall be 7 tons at 1600 RPM. It shall be activated by a power unit of not less than 25 horsepower. The vibratory roller shall be self-propelled or drawn by a vehicle of sufficient horsepower to enable the unit to travel through a loose layer of material at a speed ranging from 0.9 mile to 1.8 miles per hour, as directed by the Authorized Officer.

The towing vehicle and roller or self-propelled unit meeting the above requirements shall be considered a vibratory roller unit.

- 103g <u>Vibratory compactor</u>. Vibratory compactors shall consist of multiple or gang-type compacting units or pads with a minimum variable width of 2 feet. It shall be self-contained and capable of compacting material as required.
- 103h Drum drive self-propelled vibratory grid roller. The unit shall consist of one cylindrical drum with a drum diameter of not less than 56 inches, nor more than 66 inches and the drum width shall be 84 inches. Vibratory frequency shall be regulated in seeps from 1200 to 1800 vibrations per minute (VPM), and the centrifugal force developed shall be at least 40,000 pounds at 1800 RPM. The vibratory grid roller shall be self-propelled and have a power unit of not less than 112 horsepower. The "grid" design shall be a herringbone or z-bar pattern around the circumference of the drum. The grid bars shall be 1 inch in height and spaced not more than 8-1/2 inches apart.
- 103i <u>Other.</u> Compaction equipment approved by the Authorized Officer.

### CLEARING AND GRUBBING - 200

- \*201 This work shall consist of clearing, grubbing, removing and disposing of vegetation, debris, surface objects, and protruding obstructions within the clearing limits in accordance with these specifications and conforming to the lines, grades, dimensions and typical cross sections shown on the plans.
- \*202 Where clearing limits have not been staked, established by these specifications or shown on the plans, the limits shall extend (10) feet back of the top of the cut slope and (5) feet out from the toe of the fill slope.
- \*203 Clearing shall consist of the removal and disposal of trees, logs, rotten material, brush, and other vegetative materials and surface objects in accordance with these specifications and within the limits established for clearing as specified under Subsection 202, as shown on the plans, and as posted.
- 203a Brush under (2) feet in height need not be cut within the limits established for clearing.
- 203b Standing trees and snags to be cleared shall be felled within the limits established for clearing unless otherwise authorized.
- \*204 Grubbing shall consist of the removal and disposal of stumps, roots, and other wood material embedded in the ground and protruding obstacles remaining as a result of the clearing operation in accordance with Subsections 204a, 204b, 204c, 204d, 204e between the top of the cut slope and the toe of the fill slope. Undisturbed stumps, roots and other solid objects which will be a minimum of 3 feet below subgrades or slope surfaces or embankments are excluded.
- 204a Stumps, including those overhanging cut banks, shall be removed within the required excavation limits.
- Stumps and other protruding objects shall be completely removed within the limits of required embankments having heights of less than 4 feet. When authorized, stumps and other nonperishable objects may be left provided they do not extend more than 6 inches above the existing ground line.
- 204c On excavated areas, roots and embedded wood shall be removed to a depth not less than 6 inches below the subgrade.

- 204d On areas to be occupied by embankments having heights greater than 4 feet, no stump or portion thereof shall remain within 3 feet of embankment subgrades or slope surfaces after grubbing is completed.
- 204e Roots and embedded wood material shall be removed to a depth not less than 1 foot below embankment subgrades or slope surfaces.
- 205 Clearing and grubbing debris shall not be placed or permitted to remain in or under road embankment sections.
- Disposal of clearing and grubbing debris, stumps and cull logs shall be by piling on government lands outside of established clearing limits in an area and in a manner acceptable to the Authorized Officer.
- 212 No grading will be permitted prior to completion and approval by the Authorized Officer of the required clearing and grubbing work, except that stump grubbing may proceed with the excavation of the road prism.
- 213 No clearing or grubbing debris shall be left lodged against standing trees.

### **EXCAVATION AND EMBANKMENT - 300**

- \*301 This work shall consist of excavating, overhaul, placement of embankments, backfilling, borrowing, leveling, ditching, grading, insloping, outsloping, crowning and scarification of the subgrade, compaction, disposal of excess and unsuitable materials, and other earth-moving work in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.
- \*302 Excavation shall also consist of the excavation of road and landing cut sections, borrow sites, backfilling, leveling, ditching, grading, compaction, and other earth moving work necessary for the construction of the roadway in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.
- 303 Suitable material removed from the excavation shall be used in the formation of embankment subgrade, shoulders, slopes, bedding, backfill for structures, and for other purposes as shown on the plans.
- \*305 Embankment construction shall consist of the placement of excavated and borrowed materials, backfilling, leveling, grading, compaction, and other earthmoving work necessary for the construction of the roadway and landings in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.
- 305a Material used in the construction of embankment sections shall be free of stumps, cull logs, brush, muck, sod, roots, frozen material, and other deleterious materials and shall be placed and compacted as specified.
- 305b Embankment materials shall be placed in successive parallel layers on areas cleared of stumps, cull logs, brush, sod, and other vegetative and deleterious materials, except as provided under Subsection 204. Roadway embankments of earth material shall be placed in horizontal layers not exceeding 8 inches in depth.

- 305c Embankments formed of material containing less than 25 percent rock not larger than 8 inches in the greatest dimension shall be placed in 12-inch layers. Material containing more than 25 percent rock not larger than 12 inches in the greatest dimension shall be placed in successive layers not exceeding 2 feet in thickness. Individual rocks and boulders greater than 12 inches in diameter may be used to construct 2-foot embankment layers, provided they are carefully distributed, with interstices filled with fine material to form a dense and compact mass.
- Where embankments are constructed predominantly of blasted rock material, depth of layers shall not exceed 4 feet. Rock fragments having dimensions greater than 4 feet will be permitted provided that they have no dimensions greater than 6 feet and that clearance between adjacent fragments is adequate for the placing and compacting of material in horizontal layers as specified, and that no part of the larger fragments comes within 4 feet of subgrade.
- \*306 Layers of embankment, selected borrow, final subgrade, and selected roadway excavation material as specified under Subsections 305a and 305b shall be moistened or dried to a uniform optimum moisture content suitable for maximum density and compacted to full width with compacting equipment conforming to requirements of Subsections 103a, 103b, 103c, 103d, 103e, 103f, 103g, 103h, and 103i and in accordance with the following table:

Road No.	From Sta./M.P.	To Sta./M.P.
29-9-17.3	0+00	11+00
Spur 1A	0+00	3+00

 Compacted materials within 1 foot of the established subgrade elevation shall have a density in place of not less than 95 percent of maximum density, and below the 1-foot limit, these materials shall have a density in place of not less than 90 percent of maximum density. Maximum density shall be determined by AASHTO T 99, Method A or Method D.

- 306e The final subgrade including landings, truck turnouts, and truck turnarounds shall be compacted to full width with compacting equipment conforming to the requirements of Subsections 103a, 103b, 103c, 103d, 103e, 103f, 103g, 103h and 103i. Minimum compaction shall be 1 hour of continuous compacting for each 4 stations of road, as measured along the center line of the constructed road, or until visual displacement ceases. Landings, truck turnouts, truck turnarounds shall be compacted by routing construction equipment over full width.
- 306f Compaction of embankment layers placed as specified under Subsection 305b above shall be accomplished by routing construction equipment over full width of embankment structures except as specified in Subsection 306.
- 306g All fill slopes shall be compacted to 85 percent of maximum density, either by walking with cat/excavator or by pressing with excavator bucket, to prevent surface erosion and raveling.
- In solid rock cuts where pockets that will not drain are formed by blasting below the subgrade elevation, drainage shall be provided by ditching to the edge of the subgrade and backfilling to grade, and compacting the pockets and the ditch with rock fragments, gravel, or other suitable porous material.
- 312 When material, except solid rock, encountered in cuts at subgrade, is suitable for use in forming the finished roadbed, the top 6-inch layer of the subgrade shall be thoroughly scarified for the full width of the roadbed. Roots, sod, and other deleterious material or stones that will not pass a 6-inch square opening shall be removed. The scarified material shall be processed to the optimum moisture content suitable for maximum density and compacted in accordance with these specifications.
- In cut areas where solid rock is encountered at, or near subgrade, the rock shall be excavated to a minimum depth of 6 inches below subgrade elevation and the excavated area backfilled with suitable material. The backfill material shall be processed to the optimum moisture content suitable for maximum density and compacted to full width in accordance with the requirements of Subsection 306.

- When heavy clays, muck, clay shale, or other deleterious material for forming the roadbed is encountered in cuts at subgrade, it shall be excavated to a minimum depth of 2 feet below the subgrade elevation and the excavated area backfilled with a selected borrow material approved by the Authorized Officer. The backfill material shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density in accordance with the requirements of Subsection 306. Unsuitable material shall be disposed of as directed by the Authorized Officer.
- NOTE: Additional material excavated in accordance with Subsection(s) 313 and/or 314 should not be viewed as a design change.
- Ditches shall conform to the slope, grade, dimensions, and shape of the required cross section shown on the plans. Roots, stumps, rocks, and other projections shall be removed to form smooth, even slopes.
- Excess excavated, unsuitable, or slide materials shall not be disposed of on areas where the material will encroach on a stream course or other body of water. Such materials shall be disposed of in accordance with Subsection 321c. Materials not disposed of in this manner shall be retrieved and disposed of at the Purchaser's expense and at the direction of the Authorized Officer.
- 321c End-dumping will be permitted for the placement of excess materials under Subsection 321 in designated disposal areas or within areas approved by the Authorized Officer. Watering, rolling, and placement in layers are (not) required. Materials placed shall be sloped, shaped, and otherwise brought to a visible condition acceptable to the Authorized Officer.
- 324 Excavated material shall not be allowed to cover boles of standing trees to a depth in excess of 2 feet on the uphill side.
- \*327 The finished grading shall be approved in writing by the Authorized Officer in segments. The Purchaser shall give the Authorized Officer 3 days' notice prior to final inspection of the grading operations and start of surfacing operations.

ORC04-TS-2020.0033 OLD TIMEY EXHIBIT C SHEET 30 of 57

# TIMBER SALE ROAD SPECIFICATIONS

328 - The Purchaser shall adopt methods and procedures in using explosives, which will prevent damage to adjacent landscape features, and which will minimize scattering rocks and other debris outside the road prism.

## PIPE CULVERTS - 400

- \*401 This work shall consist of furnishing and installing pipe culverts, downspouts, and other erosion control devices in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans. Individual lengths and locations are approximate; final lengths and locations will be determined by the Authorized Officer. Additional pipe and erosion control devices may be required at the option of the Authorized Officer, in which case a reduction in the total purchase price shall be made to offset the cost of furnishing and installing such items. Costs will be based upon the unit prices set forth in the current BLM Timber Appraisal Production Cost Schedule.
- Grade culverts shall have a gradient of from 2 percent to 4 percent greater than the adjacent road grade. Grade culverts shall be skewed down grade 30 degrees as measured from the perpendicular to the centerline unless otherwise specified on the plans.
- 404 Damage to the spelter, or burn back in excess of 3/8 inch, shall be wire brushed and painted with two coats of zinc-rich paint on zinc-coated, steel pipe and aluminum-rich paint on aluminum or aluminum-coated pipe.
- 405 Corrugated steel riveted and helical pipe culverts and pipe-arch culverts and special sections shall conform to the requirements of AASHTO M 36 and AASHTO M 218 or AASHTO M 274 as specified on the plans.
- 405a Corrugated-(aluminized) steel-welded pipe culverts and pipe-arch culverts and special sections shall conform to the requirements of AASHTO M 36 and AASHTO M 218, AASHTO M 274, or AASHTO M 289 as specified on the plans.
- 405e Corrugated-polyethylene pipe for culverts 18-inch through 36-inch diameter shall meet the requirements of AASHTO M 294, Type S.

Corrugated-polyethylene pipe for culverts to be used for downspouts 18-inch through 24-inch diameter shall meet the requirements of AASHTO M 294, Type C. Installation will be subject to the same specification as other pipe materials.

- \*406 Coupling bands shall conform to the requirements of AASHTO M 36 and AASHTO M 218 or AASHTO M 274 with the exception of band widths and the "Hugger"-type band which shall conform to the details, dimensions, and typical diagram shown on the plans.
- 406a "Hugger"-type coupling bands shall only be used with annular corrugated pipe and pipe-arch culverts, or helically corrugated pipe and pipe-arch culverts having annular reformed ends. Annular reformed ends shall consist of two annular corrugations.
- 406f Channel-type or flanged-end coupling bands may be used on helical pipe with reformed rolled ends and flanged specifically to receive these bands. Such coupling bands shall conform to the requirements shown on the plans.
- Special sections, such as elbows, branch connections, and flared-end sections, shall be of the same gauge as the pipe to which they are joined, and shall conform to the requirements of AASHTO M 36 and AASHTO M 218 or AASHTO M 274.
- 407b Full round culvert downspouts conforming to the material and construction requirements shall be constructed for culverts at the specified locations.
- \*408 Pipe culverts and pipe-arch culverts shall be placed on the bed starting at the downstream end with the inside circumferential laps pointing downstream and with the longitudinal laps at the side or quarter points. Coupling bands of the type required under these specifications shall be installed so as to provide the circumferential and longitudinal strength necessary to preserve the pipe alignment, prevent separation of the pipe sections, and minimize infiltration of fill material.
- \*410 Pipe shall be unloaded and handled with reasonable care. If the Authorized Officer determines any structure is damaged to the extent that it is unsuitable for use in the road construction, it shall be replaced at the Purchaser's expense.

- \*411 Trenches necessary for the installation of pipe culverts shall conform to the lines, grades, dimensions, and typical diagram that are shown on the Culvert Installation Detail Sheet.
- Where ledge rock, boulders, soft, or spongy soils are encountered, they shall be excavated a minimum of 24 inches below the invert grade for a width of at least one pipe diameter or span on each side of the pipe and shall be backfilled, as directed by the Authorized Officer, with selected granular or fine readily compactable soil material or crushed rock material in accordance with Section 1200 gradation.
- \*413 Pipe culverts and pipe-arch culverts shall be bedded on a selected granular, crushed rock material in accordance with Section 1200 gradation (E-1), or fine readily compactable soil material, as directed by Authorized Officer, having a depth of not less than 6 inches as shown on plans. Foundation material shall be of uniform density throughout the length of the structure and shall be shaped to fit the pipe.
- 414 The invert grade of the bedding shall be cambered in accordance with the requirements and details shown on the plans and as directed by the Authorized Officer.
- 414a The invert grade of the bedding shall be cambered at the middle ordinate a minimum of 1 percent of the total length of the drainage structure. Camber shall be developed on a parabolic curve.
- Inspection of pipe culverts having a diameter of 48 inches and pipe-arch culverts having a height of 40 inches or a cross sectional area of 13 or larger shall be made before backfill is placed. Culverts found to be out of alignment or damaged shall be replaced, reinstalled or repaired as directed by the Authorized Officer at the Purchaser's expense.

- \*416 Side-fill material for pipe culverts shall be placed within 1 pipe diameter, or a minimum of 2 feet, of the sides of the pipe barrel, and to 1 foot over the pipe with fine, readily compactable soil, or crushed rock material in accordance with Section 1200 gradation (E-1), or granular fill material free of excess moisture, muck, frozen material, roots, sod, or other deleterious or caustic material and devoid of rocks or stones of sizes which may impinge upon and damage the pipe or otherwise interfere with proper compaction.
- \*417 For pipe culverts: Side-fill material conforming to the requirements of Subsection 416 shall be placed and compacted under the haunches of the pipe, and shall be brought up evenly and simultaneously on both sides of the pipe to 1 foot above the pipe, in layers not exceeding 6 inches in depth and 1 pipe diameter, or a minimum of 2 feet in width each side of, and adjacent to, the full length of the pipe barrel. Each layer shall be moistened or dried to a uniform moisture content suitable for maximum compaction and immediately compacted by approved hand or pneumatic tampers until a uniform density of 85 percent of the maximum density, is attained as determined by AASHTO T 99, Method C.
- 418 Side fills beyond the compaction limits specified under Subsection 417 shall be compacted as specified under Section 300.
- 423 Construction of catch basins and ditch dams conforming to lines, grades, dimensions and typical diagrams shown on the plans, shall be required for culverts.
- 424 Construction of energy dissipaters (splash pads) conforming to lines, grades, dimensions and typical diagram shown on the plans, shall be required for culverts as stated on Road Details Sheets.
- Where pervious materials are used for backfill and bedding, collars consisting of selected impervious material shall be placed at the inlet and at various intervals along the pipe barrel as shown on the plans and as directed by the Authorized Officer.

- Culvert markers consisting of 1/2-inch round steel bars 4 feet in length bolted to the culvert at the inlet, 4 foot steel fence posts painted white, shall be furnished, fabricated, and installed by the Purchaser at culverts as shown on the plans and as directed by the Authorized Officer.
- 428 Remove and dispose of old culverts in a legal manner, and for any fees required. The Purchaser shall remove the old culverts from the work site prior to road acceptance.
- 429 Keep the excavation site dewatered so that the installation of culverts is completed under dry conditions. Diversion streams shall not be returned to the natural channel until all in-stream work has been completed.

### RENOVATION AND IMPROVEMENT OF EXISTING ROADS - 500

- \*501 This work shall consist of reconditioning and preparing the roadbed and shoulders, minor excavation and/or embankment, cleaning and shaping drainage ditches, trimming vegetation from cut and embankment slopes, and cleaning and repairing drainage structures of existing roads in accordance with these specifications and as shown on the plans.
- 501a This work shall include the removal and disposal of slides in accordance with these specifications.
- 502 The existing road surface shall be scarified to its full width and to a depth to eliminate surface irregularities and bladed and shaped to the lines, grades, dimensions, and typical cross sections shown on the plans at the following location(s):

Road No.	From Sta./M.P.	To Sta./M.P.
29-10-25.1	0.00	4.25
29-9-17.2	0.00	1.15
29-9-17.3	0+00	11+00

- 502a Rocks larger than 4 inches in maximum dimension shall be removed from the scarified layers of the roadbed. Material so removed will not be permitted to remain on road shoulders or in ditches.
- 502b Drainage ditches shall be bladed and shaped in accordance with the lines, grades, dimensions, and typical cross sections shown on the plans.
- 503 Debris from slides shall be disposed of as directed by the Authorized Officer.
- 504 Scarified material and existing road surfaces shall be uniformly moistened or dried to the optimum moisture content suitable for maximum density and

Rev 1-2017

compacted to full width with equipment conforming to requirements of Subsections 103f and 103i.

- 504a Minimum compaction required shall be 1 hour of continuous rolling for each 4 stations of road, or fraction thereof, as measured along the centerline per layer of material.
- 506 The inlet end of existing drainage structures shall be cleared of vegetative debris and boulders that are of sufficient size to obstruct normal stream flow. Pipe inverts shall be cleared of sediment and other debris lodged in the barrel of the pipe. The outflow area of pipe structures shall be cleared of rock and vegetative obstructions which will impede the structure's designed outflow configuration. Catch basins shall conform to the lines, grade, dimensions, and typical diagram shown on the plans.
- 507 Existing and new drainage structures shall be replaced or placed with structures of the type, gauge, diameter, and length shown on the plans and in accordance with the placement requirements set forth under section 400 of these specifications.
- 508 Vegetation encroaching on the roadbed and the drainage ditches of existing roads shall be removed by cutting and disposed of in accordance with Subsection 2100 of these specifications.
- 509 The finished grading shall be approved in writing by the Authorized Officer 3 days prior to surfacing operations. The Purchaser shall give the Authorized Officer 3 days' notice prior to final inspection of the grading operations.

ORC04-TS-2020.0033 OLD TIMEY EXHIBIT C SHEET 38 of 57

## TIMBER SALE ROAD SPECIFICATIONS

## WATERING - 600

- \*601 This work shall consist of furnishing and applying water required for the compaction of embankments, roadbeds, backfills, base courses, surface courses, finishing and reconditioning of existing roadbeds, laying dust, or for other uses in accordance with these specifications.
- 602 Water, when needed for compaction or laying dust, shall be applied at the locations, in the amounts, and during the hours as directed by the Authorized Officer. Amounts of water to be provided will be the minimum needed to properly execute the compaction requirements in conformance with these specifications.
- 603 Water trucks used in this work shall be equipped with a distributing device of ample capacity and of such design as to ensure uniform application of water on the road bed.
- 605 The Purchaser shall secure the necessary water permits and pay all required water fees for use of for use of water sources selected by the Purchaser and approved by the Authorized Officer.

# AGGREGATE BASE COURSE - 1000 CRUSHED ROCK MATERIAL

- \*1001 This work shall consist of furnishing, hauling, and placing one or more lifts of crushed rock material on roadbeds and landings approved for placing crushed rock material, in accordance with these specifications and conforming to the dimensions and typical cross sections shown on the plans. Material not conforming to these specifications will be rejected and shall be removed from the road at the purchaser's expense.
- 1002a Crushed rock materials may be obtained from a commercial sources selected by the Purchaser at his option and expense providing that the rock materials selected comply with the specifications in this section.
- \*1003 Crushed rock material produced from gravel shall have 3 manufactured fractured faces on 75 percent, by weight, of the material retained on the No. 4 sieve.

ORC04-TS-2020.0033 OLD TIMEY EXHIBIT C SHEET 40 of 57

### TIMBER SALE ROAD SPECIFICATIONS

\*1004 - Crushed rock materials shall consist of hard durable rock fragments conforming to the following gradation requirements:

## TABLE 1004

# AGGREGATE BASE COURSE CRUSHED ROCK MATERIAL Percentage by Weight Passing Square Mesh Sieves (AASHTO T 11 & T 27)

Sieve Designation	A	I
(6) -inch	-	100
3-inch	100	45-65
2-inch	90-95	-
1 1/2-inch	-	-
1-inch	45-75	-
3/4-inch	-	-
1/2-inch	-	-
3/8-inch	-	-
No. 4	15-45	0-10
No. 8	-	-
No. 10	-	-
No. 30	-	-
No. 40	5-25	-
No. 200	2-15	-

#### GRADATION

1005 - Crushed rock material shall not exceed (35) percent loss as determined by AASHTO T 96.

- 1006 Crushed rock material shall show durability value of not less than 35, as determined by AASHTO T 210.
- 1007 That portion of crushed rock material passing the No. 40 sieve, including blending filler, shall have liquid limits of not more than 35, and a plasticity index of not less than 4 and not more than 12 as determined by AASHTO T 89 and AASHTO T 90.
- 1007a That portion of crushed rock material passing No. 4 sieve, including blending filler shall have a sand equivalent of not less than 35, as determined by AASHTO T 176, except where that portion exhibits a sand equivalent of less than 35, the aggregate will be accepted if it complies with the additional requirement as follows:

Sand Equivalent	Percent Passing #200 Sieve AASHTO T 27
34	9
33	8
32	7
31	6
30	5
29 or less	4

## TABLE 1007a

- 1008 If additional binder or filler is necessary in order to meet the grading or plasticity requirements, or for satisfactory bonding of the material, it shall be uniformly blended with the crushed rock material at the crushing and screening plant prior to placing on the road, unless otherwise agreed. The material for such purposes shall be obtained from sources approved by the Authorized Officer and shall be free from stones, vegetative matter, and other deleterious materials.
- 1008a Each layer of crushed rock material shall be thoroughly mixed on the roadbed by alternately blading, to full depth, until a uniform mixture has been obtained. The mixture shall then be spread to full width. When completed, the spreading shall produce a surface which is smooth, presents uniform shoulder lines, and conforms to the specified cross section.

- \*1009 The roadbed, as shaped and compacted under Sections 300 and 500 of these specifications, shall be approved in writing by the Authorized Officer prior to placement of crushed rock materials. Notification for final inspection prior to rocking shall be 3 days prior to that inspection and shall be 6 days prior to start of rocking operations.
- \*1010 Crushed rock materials shall be placed and processed on the approved roadbed in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans and compacted in layers not to exceed 4 inches in depth. When more than one layer is required, each shall be shaped, processed, compacted, before the succeeding layer is placed. Irregularities or depressions that develop during compaction of the top layer shall be corrected by loosening the material at these places and adding or removing crushed rock material until the surface is smooth and uniform.
- 1010a Crushed rock material used to repair or reinforce a soft, muddy, frozen, yielding, or rutted roadbed shall not be construed as surfacing under this specification unless approved as such by the Authorized Officer prior to placement.
- Each layer of crushed rock material shall be placed, processed, shaped, moistened or dried to a uniform moisture content suitable for maximum compaction, and compacted to full width by compaction equipment conforming to the requirements of Subsection 103f. Minimum compaction shall be one (1) hour of continuous compacting for each 150 cubic yards, or fraction thereof, of crushed rock material placed per layer.

ORC04-TS-2020.0033 OLD TIMEY EXHIBIT C SHEET 43 of 57

## TIMBER SALE ROAD SPECIFICATIONS

# AGGREGATE SURFACE COURSE - 1200 CRUSHED ROCK MATERIAL

- \*1201 This work shall consist of furnishing, hauling, and placing one or more layers of crushed rock material on roadbeds and base courses approved for placing crushed rock material in accordance with these specifications and conforming to the dimensions and typical cross sections shown on the plans. Material not conforming to these specifications will be rejected, and shall be removed from the road at the purchaser's expense.
- 1202a Crushed rock materials used in this work may be obtained from commercial sources selected by the Purchaser at his option and expense, providing the rock materials furnished comply with the specifications.
- \*1203 When crushed rock material is produced from gravel, not less than 75 percent by weight of the particles retained on the No. 4 sieve will have 3 manufactured fractured faces.

\*1204 - Crushed rock material shall consist of hard durable rock fragments conforming to the following gradation requirements:

## TABLE 1204

# AGGREGATE SURFACE COURSE CRUSHED ROCK MATERIAL Percentage by weight passing square mesh sieves AASHTO T 11 & T 27

Sieve Designation	С
1-1/2-inch	100
1-inch	-
3/4-inch	50-90
1/2-inch	-
No. 4	25-50
No. 8	-
No. 30	-
No. 40	5-25
No. 200	2-15

#### GRADATION

- 1205 Crushed rock material shall not exceed 35 percent loss as determined by AASHTO T 96.
- 1206 Crushed rock material shall show a durability value of not less than 35 as determined by AASHTO T210.
- 1206a The crushed rock material shall show a loss of not more than 20 percent by weight, when submerged in DMSO, dimethyl sulfoxide, for five days, according to Federal Highway Administration Region 10 Accelerated Weathering Test Procedure.

- 1207 That portion of crushed rock material passing the No. 40 sieve, including blending filler, shall have a liquid limit of not more than 35 and a plasticity index of not less than 4 and not more than 12 as determined by AASHTO T 89 and AASHTO T 90.
- 1207a That portion of crushed rock material passing No. 4 sieve, including blending filler, shall have a sand equivalent of not less than 35, as determined by AASHTO T 176, except where that portion exhibits a sand equivalence of less than 35, the aggregate will be accepted if it complies with the additional requirement as follows:

Sand Equivalent	Percent Passing #200 Sieve AASHTO T 27
34	9
33	8
32	7
31	6
30	5
29 or less	4

#### TABLE 1207a

- 1208 If additional binder or filler material is necessary to meet the grading or plasticity requirements or for satisfactory bonding of the material, it shall be uniformly blended with the crushed rock material at the crushing and screening plant prior to placing on the road, unless otherwise agreed. The material for such purposes shall be obtained from sources approved by the Authorized Officer and shall be free from stones, vegetative matter, and other deleterious materials.
- 1208a Each layer of crushed rock material shall be thoroughly mixed on the roadbed by alternately blading, to full depth, until a uniform mixture has been obtained. The mixture shall then be spread to full width. When completed, the spreading shall produce a surface which is smooth, presents uniform shoulder lines, and conforms to the specified cross section.

- \*1209 Shaping and compacting of roadbed shall be completed and approved in writing, prior to placing crushed rock material, in accordance to the requirements of Subsections 500 for placing on the roadbed and landings. Notification for final inspection prior to rocking shall be 3 days prior to the inspection and shall be 6 days prior to start of surfacing operations.
- \*1210 Crushed rock material conforming to the requirements of these specifications shall be placed on the approved roadbed, and landings in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans. Compacted layers shall not exceed 4 inches in depth. When more than one layer is required, each shall be shaped, processed, compacted, and approved by the Authorized Officer before the succeeding layer is placed. Irregularities or depressions that develop during compaction of the top layer shall be corrected by loosening the material at these places and then adding or removing crushed rock material until the surface is smooth and uniform.
- 1210a Crushed rock material used to repair or reinforce soft, muddy, frozen, yielding, or rutted roadbed shall not be construed as surfacing required by this specification.
- 1212 Each layer of crushed rock material placed, processed, and shaped as specified shall be moistened or dried to a uniform moisture content suitable for maximum compaction and compacted to full width by compacting equipment conforming to the requirements of Subsection103f. Minimum compaction shall be one (1) hour of continuous compacting for each 150 cubic yards of crushed rock material placed per layer, or fraction thereof.

## SLOPE PROTECTION - 1400

- \*1401 This work shall consist of furnishing, hauling, and placing stone materials (rip rap) for slope protection structures and energy dissipaters (splash pads) in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross-sections shown on the plans. Material not conforming to these specifications will be rejected and shall be removed from the slope protection structure at the purchaser's expense as directed by the Authorized Officer.
- \*1402 Stone material shall consist of hard angular quarry rock of such quality that it will not disintegrate on exposure to water or weathering, and shall be graded in accordance with these specifications.
- The material shall be well graded from the smallest to the maximum size specified. Stones smaller than the specified 10 percent size shall consist of spalls and fine rock fragments so distributed as to provide a stable compact mass.
- 1405 Rip rap shall conform to the following gradations:

#### **TABLE 1405<sup>1</sup>**

Class	Range of Intermediate Dimensions <sup>2</sup> (inches)	Range of Rock Mass <sup>3</sup> (pounds)	% of Rock Equal or Smaller by Count
	6-8	18-42	100
0	5-6	10-18	85
0	2-5	1-10	50
	0-2	0-1	15
	9-15	59-270	100
1	7-11	28-110	85
I	5-8	10-42	50
	3-6	2-18	15

	15-21	270-750	100
2	11-15	110-270	85
Z	8-11	42-110	50
	6-8	10-42	15
	21-27	750- 1600	100
3	15-19	270-560	85
	11-14	110-220	50
	8-10	42-81	15
	27-33	1600- 2900	100
4	19-23	560-990	85
	14-17	220-400	50
	9-12	59-140	15

<sup>1</sup>Gradation includes spalls and rock fragments to provide a stable, dense mass. <sup>2</sup>The intermediate dimension is the longest straight-line distance across the rock that is perpendicular to the rock's longest axis on the rock face with the largest projection plane.

<sup>3</sup>Rock mass is based on a specific gravity of 2.65 (165#/cu.ft.) and 85 percent of the cubic volume as calculated using the intermediate dimension.

- 1405a Stone materials shall show a durability value of not less than 50 as determined by AASHTO T 210.
- 1405b Stone materials shall conform to a minimum apparent specific gravity of 2.50 and a maximum absorption of 4.2 percent as determined by AASHTO T 85.
- 1406 The placement of slope protection stones by the end dumping method shall be conducted to prevent the stones from escaping beyond the embankment toe.

- 1406a The embankment shall be placed in successive horizontal layers of sufficient depth to contain the maximum size rock present in the material. Spalls and finer fragments of stone other than specified in Subsection 1405 shall be used to chock the larger stones solidly in position and to fill voids between the major stones as laid in the embankment. The exposed face of the embankment shall be reasonably smooth and uniform; material shall be prevented from escaping beyond the toe of the structure.
- \*1407 Determination of the acceptability of the slope protection material gradation will be through visual inspection, and/or physical measurements by the Authorized Officer.
- Trenches for slope protection structures shall be excavated to the lines, elevations, and typical diagram shown on the plans or directed by the Authorized Officer. They shall be of sufficient size to permit the placing of structure footing of the full widths and length shown. Trenches shall be approved by the Authorized Officer prior to placement of slope protection material.
- 1408a Foundation trenches and other required excavation as shown on the plans shall be approved prior to placing the slope protection material.
- 1408b The Purchaser shall excavate unsuitable roadway material as shown on the plans or directed by the Authorized Officer prior to the placement of the required energy dissipater(s) or structure(s).

## EROSION CONTROL - 1700

- \*1701 This work shall consist of measures to control soil erosion or water pollution during the construction operation through the use of berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains, and other erosion control devices or methods in accordance with these specifications and conforming to the lines, grades, dimensions and typical cross sections shown on the plans.
- 1702 The Purchaser shall construct dike(s), dam(s), diversion channel(s), settling basin(s) and other erosion control structure(s) in accordance with the requirements and details and/or as directed by the Authorized Officer.
- 1704 The erosion control provisions specified under this Subsection shall be coordinated with the Soil Stabilization requirement(s) of Section 1800.
- 1705 The surface area of erodible earth material exposed at any one time by clearing and grubbing shall not exceed 25,000 square feet without prior approval by the Authorized Officer.
- 1706 The surface area of erodible earth material exposed at one time by excavation, borrow, or fill within the right-of-way shall not exceed 25,000 square feet without prior approval by the Authorized Officer.
- 1706a The Purchaser shall perform, during the same construction season, erosion control measures specified in the plans, on all exposed excavation, borrow, and embankment areas.
- 1707 Completed and partially completed segments of road(s) carried over the winter and early spring periods shall be stabilized by mulching, in accordance with Section 1800, exposed areas at the rate of 2000 pounds per acre.

1708a - Road segments not completed during dry weather periods shall be winterized, by providing a well-drained roadway using water bars, maintaining drainage, and performing additional measures necessary to minimize erosion and other damage to the roadway, as directed by the Authorized Officer. Portions of roads not having surface rock in place will be blocked or barricaded to prevent vehicular traffic.

#### SOIL STABILIZATION - 1800

- \*1801 This work shall consist of seeding, fertilizing, and mulching on designated cut, fill, borrow, disposal, and special areas in accordance with these specifications and as shown on the plans. This work is not required for road acceptance under Section 18 of this contract.
- 1802a Soil stabilization work consisting of seeding, fertilizing, and mulching shall be performed on new road construction, road renovation, improvements, landings, disturbed areas, borrow sites, disposal sites, and specials areas in accordance with these specifications and as shown on the plans.
- 1803 Soil stabilization work as specified under Subsection 1802a shall be performed during the following seasonal periods:

From: March 15	To: April 30
From: September 1	To: October 15

If soil stabilization of disturbed areas is not completed by the specified fall date, the Purchaser shall treat disturbed areas in accordance with Subsection 1707 and then complete the requirements of Section 1800 the next construction season.

The Authorized Officer may modify the above seasonal dates to conform to existing weather conditions and changes in the construction schedule.

- 1804 The BLM shall provide native grass/forb seed or other plant materials (plugs, waddles, bulbs, etc.) for this project.
- 1806 The Purchaser shall apply the seed mixtures specified under Subsection 1804 to the corresponding seeding projects as shown on Sheet No. 6.

- 1806a Additional soil stabilization work consisting of seeding, fertilizing, mulching may be required at the option of the Authorized Officer. Providing the additional stabilization is not due to Purchaser negligence as specified in Sec. 12 of the contract, a reduction in the total purchased price shall be made to offset the cost of furnishing and applying such additional stabilization material. Cost shall be based upon the unit price set forth in the current BLM Timber Appraisal Production Cost Schedule.
- Fertilizer shall be a standard commercial grade of fertilizer conforming (to all State and Federal regulations) (,) (and) (to Interim Federal Specification 0-5-241C, Amendment No. 1) (,) (and) to the standards of the Association of Official Agricultural Chemists. Fertilizer furnished shall provide the minimum percentage of available nutrients as specified below:

Available nitrogen	16 %
Available phosphoric acid	20 %
Potassium	16 %

The Authorized Officer will take what samples he deems necessary for determining compliance with the above requirements.

Fertilizer shall be furnished in new sealed and properly labeled containers with name, weight, and guaranteed analysis of contents clearly marked. Material failing to meet these requirements, or that which has become wet or otherwise damaged in transit or storage, will be subject to rejection by the Authorized Officer.

- Mulch materials conforming to the requirements of Subsections 1808a shall be furnished by the Purchaser in the amounts specified under Subsection 1811 and applied in accordance with Subsection 1812.
- 1808a Straw mulch shall be certified weed free from commercial grain fields and native grass fields. Straw mulch shall be from oats, wheat, rye, or other approved grain crops and shall be free from, mold, or other objectionable material. Straw mulch shall be in an air-dry condition and suitable for placement.

- 1809 Mulch material shall be delivered to the work area in a dry state. Material found to be wet will not be accepted. Material to be used in the mulching operation may be stockpiled along the road designated for treatment provided that it is maintained in a dry state and has the approval of the Authorized Officer.
- 1810 Bulk mulching material required under these specifications shall be delivered to the work area bound either by twine, string or hemp rope. Wire binding will not be permitted.
- 1811 The Purchaser shall furnish and apply to approximately 0.8 acres designated for treatment as shown on the plans and as specified under Subsections 1802 and 1806, grass seed, fertilizer, and mulch material at the following rate of application:
  - b. Dry Application:

Grass & Legume Seed	30 lbs./acre
Fertilizer	200 lbs./acre
Mulch	3000 lbs./acre

The above proportion and application rate are subject to adjustment by the Authorized Officer during the application operation.

1812 - The Purchaser shall furnish and apply to the area designated for treatment as shown on the plans and as specified under Subsections 1802 and 1806, grass seed, fertilizer, and mulch material at the application rate to be determined by the Authorized Officer based on visual observation.

Treatment area will be covered evenly and completely. Mulch can be broadcast onto the soil surface by hand or with hand/mechanical operated spreaders.

- 1814 The Purchaser may reduce the application rate on partially covered slopes and refrain from application on areas already well stocked with grass or on rock surfaces as determined by the Authorized Officer.
- 1815 The seed, fertilizer, and mulch materials shall be placed by dry method in

Rev 1-2017

accordance with the requirements set forth in Subsection 1815b.

- 1815b Dry Method Blowers, mechanical seeders, seed drills, landscape seeders, cultipaker seeders, fertilizer spreaders, or other approved mechanical seeding equipment may be used when seed and fertilizer are to be applied in dry form.
- 1818 The maximum distance to be seeded, fertilized, and mulched from the road centerline shall be 100 feet for the cut slopes and 150 feet for the fill slopes.
- 1819 The Purchaser shall notify the Authorized Officer at least 3 days in advance of date he intends to commence the specified soil stabilization work.
- 1821 Mulch that collects at the end of culverts or accumulates to excessive depths on the slopes shall be evenly spread by hand methods, as directed by the Authorized Officer.
- 1824 Twine, rope, sacks, and other debris resulting from the soil-stabilization operation shall be picked up and disposed of to the satisfaction of the Authorized Officer.

## **ROADSIDE BRUSHING - 2100**

- \*2101 This work shall consist of the removal of vegetation from the road prism variable distance, and inside curves in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the Roadside Brushing Detail Sheet of this exhibit, at designated locations as shown in the plans.
- \*2102 Roadside brushing may be performed mechanically with self powered, selfpropelled equipment and/or manually with hand tools, including chain saws.
- \*2103 Vegetation cut manually and/or mechanically less than 6 inches in diameter when measured at D.B.H.O.B. shall be cut to a maximum height of 2 inches above the ground surface or above obstructions such as rocks or stumps on cut and fill slopes and all limbs below the 2 inch area will be severed from the trunk.
- 2103a Vegetation shall be cut and removed from the road bed between the outside shoulders and the ditch centerline and such vegetation shall be cut to a maximum height of 2 inches above the ground and running surface. Limbs below the 2 inch area will be severed from the trunk. Sharp pointed ends will not be permitted. Cuts shall be parallel to the ground line or running surface.
- Trees in excess of 6 inches in diameter at D.B.H.O.B shall be limbed, so that no limbs extend into the treated area or over the roadbed to a height of 12 feet above the running surface of the roadway on cut and fill slopes, within the road prism-variable distance. Limbs shall be cut to within 1 inch of the trunk to produce a smooth vertical face. Removal of trees larger than 6 inches in diameter for sight distance or safety may be directed by the Authorized Officer.
- 2105 Vegetation that is outside of the road prism-variable distance that protrudes into the road prism and within 12 feet in elevation above the running surface shall be cut, to within 1 inch of the trunk to produce a smooth vertical face.
- 2106 Vegetative growth capable of growing 1 foot in height or higher shall be cut, within the road prism-variable distance or as directed by the Authorized Officer.

- Inside curves shall be brushed out for a sight distance of 200 feet chord distance or 15 feet from edge of subgrade, whichever is achieved first. Overhanging limbs and vegetation in excess of 1 foot in height, shall be cut within these areas.
- 2108 Self propelled equipment shall not be permitted on cut and fill slopes or in ditches.
- Debris resulting from this operation shall be scattered downslope from the roadway. Debris shall not be allowed to accumulate in concentrations. Debris in excess of 1 foot in length and 2 inches in diameter shall not be allowed to remain on cut slopes, ditches, roadways or water courses, or as directed by the Authorized Officer.
- 2115 Mechanical brush cutters shall not be operated when there are people and occupied vehicles within 400 feet of the immediate operating area.
- 2116 Traffic warning signs shall be required at each end of the work area. Signs shall meet the requirements of the Manual on Uniform Traffic Devices.

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

BUREAU OF LAND MANAGEMENT	ion: 6.1.0.21
Summary of All Roads and ProjectsUpdated:T.S. Contract Name: Old TimeyTract No: 2020.0033Sale Date: 02/28/20	11/20/2019
Prepared by: M. Russell Ph: 5417514275 Print Date: 1/8/2020 6:14:07 AM Construction: 3.00 sta	
Improve: 11.00 sta Renov: 285.12 sta Decom: 0.00 sta Temp: 0.00 sta	a
200 Clearing and Grubbing: 1.1 acres	\$3,220.71
300 Excavation: Haul < 500 ft: 0 sta-yds Haul > 500 ft: 0 yd-mi	. \$1,321.61
400 Drainage: Culvert: 0 lf DownSpout: 0 lf PolyPipe: 0 lf	. \$0.00
500 Renovation:Blading 5.40 mi	. \$9,068.49
700-1200 Surfacing: Commercial Quarry Name: Kincheloe 6-0" 744 LCY Commercial Quarry Name: Kincheloe 3-0" 228 LCY Commercial Quarry Name: Kincheloe 1.5-0"spot 150 LCY	. \$33,642.03
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.8 acres Includes Small Quantity Factor of 1.55	\$763.86
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: Mechanical Brushing: 9.7 acres	. \$2,825.18
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$4,055.00 Surf. \$0.00	\$4,055.00
Quarry Development:	\$0.00
Total: 1,400 mbf @ \$39.212/mbf = Notes: Quantities shown are estimates only and not pay items. Surfacing Quantities are loose cubic yards	\$54,896.88

Surfacing Quantities are loose cubic yards.

#### ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Old Timey Sale Date: 02/28/20 Road Number: 29-10-25.1 R Road Name:	
Road Renovation: 4.25 mi 16 ft Subgrade 2 ft ditch	
200 Clearing and Grubbing: acres	\$0.00
300 Excavation:	\$0.00
<pre>400 Drainage: Culvert: 0 lf DownSpout: 0 lf PolyPipe: 0 lf</pre>	\$0.00
500 Renovation:Blading 4.25 mi	\$6,855.70
700-1200 Surfacing: Quarry Name: Kincheloe 6-0" 25 LCY Quarry Name: Kincheloe 1.5-0"spot 125 LCY	\$4,432.20
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.1 acres Includes Small Quantity Factor of 1.55	\$95.48
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing (Mechanical):6.9 acres	\$1,685.33
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$1,042.32 Surf. \$0.00	\$1,042.32
Quarry Development:	\$0.00
Notes: Total:	\$14,111.03

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are loose cubic yards. Road Construction Worksheet Road Number: 29-10-25.1 R Road Name: Section 200 Clearing and Grubbing: Subtotal: \$0.00 Section 300 Excavation: Subtotal: \$0.00 Section 400 Drainage: Subtotal: \$0.00 Section 500 Renovation: Comment: Road and 1 Roadside LDNG Blading: \$708.54/mi x 4.25 mi = \$3,011.30 Scarification: \$868.38/mi x 0.75 mi = \$651.29 Compaction: \$330.78/mi x 4.25 mi = \$1,405.82 Clean Culverts: \$383.34/mi x 4.25 mi = \$1,629.20 Roadside LDNG Tractor: D7 with rippers 1 hr x \$158.11/hr = \$158.11 Subtotal: \$6,855.70 Section 700-1200 Surfacing: Quarry Name: Kincheloe 6-0" Commercial Comment: Roadside LDNG Length TopW Depth CWid Bot₩ #TOs Width F.W.L Taper Other 25 LCY Rock Volume = 25 LCY Purchase Price / Royalty: \$12.25/LCY x 25 LCY = \$306.25 Processing:  $$0.90/LCY \times 25 LCY = $22.50$ Compaction:  $$1.10/LCY \times 25 LCY = $27.50$ Basic Rock Haul cost:  $$0.59/LCY \times 25 LCY = $14.75$ Rock Haul +15% grades: \$1.78/LCY-mi x 25 LCY x 2.40 mi= \$106.80 Rock Haul -15% grades: \$0.89/LCY-mi x 25 LCY x 6.00 mi= \$133.50 Rock Haul St& Co Roads: \$0.39/LCY-mi x 25 LCY x 5.90 mi= \$57.53 Basic Water Haul cost:  $$0.54/LCY \times 25 LCY = $13.50$ Water Haul +15% grades: \$0.25/LCY-mi x 25 LCY x 2.40 mi= \$15.00 Water Haul -15% grades: \$0.13/LCY-mi x 25 LCY x 6.00 mi= \$19.50 Water Haul St&Co Roads: \$0.07/LCY-mi x 25 LCY x 0.00 mi= \$0.00 Quarry Name: Kincheloe 1.5-0"spot Commercial Length TopW BotW Depth CWid #TOs Width F.W.L Taper Other 125 LCY Rock Volume = 125 LCY Purchase Price / Royalty: \$13.30/LCY x 125 LCY = \$1,662.50 Processing:  $$0.90/LCY \times 125 LCY = $112.50$ Compaction:  $$1.10/LCY \times 125 LCY = $137.50$ Basic Rock Haul cost: \$0.59/LCY x 125 LCY = \$73.75 Rock Haul +15% grades: \$1.78/LCY-mi x 125 LCY x 2.40 mi= \$534.00 Rock Haul -15% grades: \$0.89/LCY-mi x 125 LCY x 6.00 mi= \$667.50 Rock Haul St& Co Roads: \$0.39/LCY-mi x 125 LCY x 5.90 mi= \$287.63 Basic Water Haul cost:  $$0.54/LCY \times 125 LCY = $67.50$ Water Haul +15% grades: \$0.25/LCY-mi x 125 LCY x 2.40 mi= \$75.00 Water Haul -15% grades: \$0.13/LCY-mi x 125 LCY x 6.00 mi= \$97.50 Water Haul St&Co Roads: \$0.07/LCY-mi x 125 LCY x 0.00 mi= \$0.00 Subtotal: \$4,432.20 Section 1300 Geotextiles: Subtotal: \$0.00

Section 1800 Soil Stabilization: Comment: Roadside LDNG Dry Method with Mulch: \$600.83/acre x 0.10 acres = \$60.08 Includes Small Quantity Factor of 1.55 + Fertilizer Cost: \$34.00/acre x 0.10 acres = \$3.40 + Mulch Cost: \$320.00/acre x 0.10 acres = \$32.00 Subtotal: \$95.48 Section 1900 Cattleguards: Subtotal: \$0.00 Section 2100 Roadside Brushing: Mechanical Brushing Brushing width Left: 10ft. Right: 10ft. RoadSide Brushing Light: \$244.25/acre x 6.90 acres = \$1,685.33 Subtotal: \$1,685.33 Section 2300 Engineering: Subtotal: \$0.00 Section 2400 Minor Concrete: Subtotal: \$0.00 Section 2500 Gabions: Subtotal: \$0.00 Section 8000 Miscellaneous: Subtotal: \$0.00 Mobilization: Construction - 25.70% of total Costs = \$1,042.32Surfacing - 13.37% by rock volume = \$0.00 Subtotal: \$1,042.32 Quarry Development: Based on 13.37% of total rock volume Subtotal: \$0.00

Total: \$14,111.03

Subtotal:

\$0.00

#### ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Old Timey Sale Date: 02/28/20 Road Number: 29-9-17.2 R Road Name:	
Road Renovation: 1.15 mi 16 ft Subgrade 2 ft ditch	
200 Clearing and Grubbing: acres	\$0.00
300 Excavation:	\$0.00
<pre>400 Drainage: Culvert: 0 lf DownSpout: 0 lf PolyPipe: 0 lf</pre>	\$0.00
500 Renovation:Blading 1.15 mi	\$2,212.79
700-1200 Surfacing: Quarry Name: Kincheloe 6-0" 60 LCY Quarry Name: Kincheloe 1.5-0"spot 25 LCY	\$2,547.55
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.1 acres Includes Small Quantity Factor of 1.55	\$95.48
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing (Mechanical):2.8 acres	\$1,139.85
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$478.20 Surf. \$0.00	\$478.20
Quarry Development:	\$0.00
Notes:	\$6,473.88

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are loose cubic yards. Road Construction Worksheet Road Number: 29-9-17.2 R Road Name: Section 200 Clearing and Grubbing: Subtotal: \$0.00 Section 300 Excavation: Subtotal: \$0.00 Section 400 Drainage: Subtotal: \$0.00 Section 500 Renovation: Blading: \$708.54/mi x 1.15 mi = \$814.82 Scarification: \$868.38/mi x 0.30 mi = \$260.51 Compaction: \$330.78/mi x 1.15 mi = \$380.40 Clean Culverts: \$383.34/mi x 1.15 mi = \$440.84 Roadside LDNG and End LDNG Tractor: D7 with rippers 2 hr x \$158.11/hr = \$316.22 Subtotal: \$2,212.79 Section 700-1200 Surfacing: Commercial Quarry Name: Kincheloe 6-0" Comment: Roadside and End LDNG Length TopW BotW Depth CWid **#TOs Width F.W.L Taper** Other 60 LCY Rock Volume = 60 LCY Purchase Price / Royalty: \$12.25/LCY x 60 LCY = \$735.00 Processing:  $$0.90/LCY \times 60 LCY = $54.00$ Compaction:  $$1.10/LCY \times 60 LCY = $66.00$ Basic Rock Haul cost:  $0.59/LCY \ge 60$  LCY = 35.40Rock Haul +15% grades: \$1.78/LCY-mi x 60 LCY x 2.40 mi= \$256.32 Rock Haul -15% grades: \$0.89/LCY-mi x 60 LCY x 6.97 mi= \$372.20 Rock Haul St& Co Roads: \$0.39/LCY-mi x 60 LCY x 5.90 mi= \$138.06 Basic Water Haul cost:  $$0.54/LCY \times 60 LCY = $32.40$ Water Haul +15% grades: \$0.25/LCY-mi x 60 LCY x 2.40 mi= \$36.00 Water Haul -15% grades: \$0.13/LCY-mi x 60 LCY x 6.97 mi= \$54.37 Commercial Quarry Name: Kincheloe 1.5-0"spot Length TopW BotW Depth CWid #TOs Width F.W.L Taper Other 25 LCY Rock Volume = 25 LCY Purchase Price / Royalty: \$13.30/LCY x 25 LCY = \$332.50 Processing:  $$0.90/LCY \times 25 LCY = $22.50$ Compaction:  $$1.10/LCY \times 25 LCY = $27.50$ Basic Rock Haul cost: \$0.59/LCY x 25 LCY = \$14.75 Rock Haul +15% grades: \$1.78/LCY-mi x 25 LCY x 2.40 mi= \$106.80 Rock Haul -15% grades: \$0.89/LCY-mi x 25 LCY x 6.97 mi= \$155.08 Rock Haul St& Co Roads: \$0.39/LCY-mi x 25 LCY x 5.90 mi= \$57.53 Basic Water Haul cost: \$0.54/LCY x 25 LCY = \$13.50 Water Haul +15% grades: \$0.25/LCY-mi x 25 LCY x 2.40 mi= \$15.00 Water Haul -15% grades: \$0.13/LCY-mi x 25 LCY x 6.97 mi= \$22.65 Subtotal: \$2,547.55 Section 1300 Geotextiles: Subtotal: \$0.00 Section 1400 Slope Protection: Subtotal: \$0.00 Section 1800 Soil Stabilization:

Road Number: 29-9-17.2 R Continued		
Comment: Roadside and End LDNG Dry Method with Mulch: \$600.83/acre x 0.10 acres = \$60.08 Includes Small Quantity Factor of 1.55 + Fertilizer Cost: \$34.00/acre x 0.10 acres = \$3.40 + Mulch Cost: \$320.00/acre x 0.10 acres = \$32.00		
	Subtotal:	\$95.48
Section 1900 Cattleguards:	Subtotal:	\$0.00
Section 2100 Roadside Brushing: Mechanical Brushing		
RoadSide Brushing Medium: \$407.09/acre x 2.80 acres = \$1,139.85	Subtotal:	\$1,139.85
Section 2300 Engineering:	Subtotal:	\$0.00
Section 2400 Minor Concrete:	Subtotal:	\$0.00
Section 2500 Gabions:	Subtotal:	\$0.00
Section 8000 Miscellaneous:	Subtotal:	\$0.00
Mobilization: Construction - 11.79% of total Costs = \$478.20 Surfacing - 7.58% by rock volume = \$0.00	Subtotal:	\$478.20
Quarry Development: Based on 7.58% of total rock volume	Subtotal:	\$0.00
	Total:	\$6,473.88

#### ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Old Timey Sale Date: 02/28/20 Road Number: 29-9-17.3 I Road Name:	
Road Improvement: 0.21 mi 16 ft Subgrade 2 ft ditch	
200 Clearing and Grubbing: 0.9 acres	\$2,542.67
300 Excavation:	\$542.95
400 Drainage: Culvert: 0 lf DownSpout: 0 lf PolyPipe: 0 lf	\$0.00
500 Renovation:	\$0.00
700-1200 Surfacing: Quarry Name: Kincheloe 6-0" 659 LCY Quarry Name: Kincheloe 3-0" 228 LCY	\$26,662.28
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.4 acres Includes Small Quantity Factor of 1.55	\$381.93
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing (NONE):0.0 acres	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$2,403.07 Surf. \$0.00	\$2,403.07
Quarry Development:	\$0.00
Total:	\$32,532.89

Notes:

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are loose cubic yards.

Road Construction Worksheet Road Number: 29-9-17.3 I Road Name: Section 200 Clearing and Grubbing: Clearing - Medium (Clearing): Adjustment Factor (1.67) 1-15% (Avg Side Slopes): Adjustment Factor (0) Pile and Burn (Slash): Adjustment Factor (1.28) 20-40' (Avg Clearing Widths): Adjustment Factor (0.1) Total Adjustment Factor: 1.67 + 0 + 1.28 + 0.1 = 3.05 Base Cost/Acre: \$926.29 x Adjustment Factor: 3.05 x Total Acres: .9 = \$2,542.67 Subtotal: \$2,542.67 Section 300 Excavation: Comment: Road, TTO and 2 LDNGs Subgrade Compaction: 4 Sta/hr \$27.57/sta. x 14.0 sta = \$385.98Blading with ditch: \$14.27/station x 11.00 stations = \$156.97 Subtotal: \$542.95 Section 400 Drainage: Subtotal: \$0.00 Section 500 Renovation: Subtotal: \$0.00 Section 700-1200 Surfacing: Commercial Quarry Name: Kincheloe 6-0" BotW Length TopW Depth CWid #TOs Width F.W.L Taper Other 0.21mi 13.3ft 16ft 8in Rock Volume = 529 LCY Purchase Price / Royalty: \$12.25/LCY x 529 LCY = \$6,480.25 Processing: \$0.90/LCY x 529 LCY = \$476.10 Compaction: \$1.10/LCY x 529 LCY = \$581.90 Basic Rock Haul cost: \$0.59/LCY x 529 LCY = \$312.11 Rock Haul +15% grades: \$1.78/LCY-mi x 529 LCY x 2.40 mi= \$2,259.89 Rock Haul -15% grades: \$0.89/LCY-mi x 529 LCY x 7.20 mi= \$3,389.83 Rock Haul St& Co Roads: \$0.39/LCY-mi x 529 LCY x 5.90 mi= \$1,217.23 Basic Water Haul cost: \$0.54/LCY x 529 LCY = \$285.66 Water Haul +15% grades: \$0.25/LCY-mi x 529 LCY x 2.40 mi= \$317.40 Water Haul -15% grades: \$0.13/LCY-mi x 529 LCY x 7.20 mi= \$495.14 Commercial Quarry Name: Kincheloe 6-0" Comment: TTO, Roadside and End LDNG Bot₩ Depth CWid Length TopW **#TOs Width F.W.L Taper** Other 130 LCY Rock Volume = 130 LCY Purchase Price / Royalty: \$12.25/LCY x 130 LCY = \$1,592.50 Processing: \$0.90/LCY x 130 LCY = \$117.00 Compaction: \$1.10/LCY x 130 LCY = \$143.00 Basic Rock Haul cost: \$0.59/LCY x 130 LCY = \$76.70 Rock Haul +15% grades: \$1.78/LCY-mi x 130 LCY x 2.40 mi= \$555.36 Rock Haul -15% grades: \$0.89/LCY-mi x 130 LCY x 7.20 mi= \$833.04 Rock Haul St& Co Roads: \$0.39/LCY-mi x 130 LCY x 5.90 mi= \$299.13 Basic Water Haul cost:  $$0.54/LCY \times 130 LCY = $70.20$ Water Haul +15% grades: \$0.25/LCY-mi x 130 LCY x 2.40 mi= \$78.00 Water Haul -15% grades: \$0.13/LCY-mi x 130 LCY x 7.20 mi= \$121.68 Commercial Quarry Name: Kincheloe 3-0" Length TopW Bot₩ Depth CWid #TOs Width F.W.L Taper Other 0.21mi 12ft 13.3ft 4in Rock Volume = 228 LCY Purchase Price / Royalty: \$12.88/LCY x 228 LCY = \$2,936.64 Processing: \$0.90/LCY x 228 LCY = \$205.20

Road Number: 29-9-17.3 I Continued

Compaction:  $$1.10/LCY \times 228 LCY = $250.80$ Basic Rock Haul cost: \$0.59/LCY x 228 LCY = \$134.52 Rock Haul +15% grades: \$1.78/LCY-mi x 228 LCY x 2.40 mi= \$974.02 Rock Haul -15% grades: \$0.89/LCY-mi x 228 LCY x 7.20 mi= \$1,461.02 Rock Haul St& Co Roads: \$0.39/LCY-mi x 228 LCY x 5.90 mi= \$524.63 Basic Water Haul cost: \$0.54/LCY x 228 LCY = \$123.12 Water Haul +15% grades: \$0.25/LCY-mi x 228 LCY x 2.40 mi= \$136.80 Water Haul -15% grades: \$0.13/LCY-mi x 228 LCY x 7.20 mi= \$213.41 Subtotal: \$26,662.28 Section 1300 Geotextiles: Subtotal: \$0.00 Section 1400 Slope Protection: Subtotal: \$0.00 Section 1800 Soil Stabilization: Comment: Road, TTO and 2 LDNGs Dry Method with Mulch:  $(0.83)/acre \times 0.40 acres = (240.33)$ Includes Small Ouantity Factor of 1.55 + Fertilizer Cost: \$34.00/acre x 0.40 acres = \$13.60 + Mulch Cost: \$320.00/acre x 0.40 acres = \$128.00 Subtotal: \$381.93 Section 1900 Cattleguards: \$0.00 Subtotal: Section 2100 Roadside Brushing: Subtotal: \$0.00 Section 2300 Engineering: Subtotal: \$0.00 Section 2400 Minor Concrete: Subtotal: \$0.00 Section 2500 Gabions: Subtotal: \$0.00 Section 8000 Miscellaneous: Subtotal: \$0.00 Mobilization: Construction - 59.26% of total Costs = \$2,403.07Surfacing - 79.06% by rock volume = \$0.00 Subtotal: \$2,403.07 Quarry Development: Based on 79.06% of total rock volume Subtotal: \$0.00 Total: \$32,532.89

#### ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Old Timey Sale Date: 02/28/20 Road Number: Spur 1A C Road Name:	
Road Construction: 0.06 mi 14 ft Subgrade ft ditch	
200 Clearing and Grubbing: 0.2 acres	\$678.04
300 Excavation:	\$778.66
<pre>400 Drainage: Culvert: 0 lf DownSpout: 0 lf PolyPipe: 0 lf</pre>	\$0.00
500 Renovation:	\$0.00
700-1200 Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.2 acres Includes Small Quantity Factor of 1.55	\$190.97
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing (NONE):0.0 acres	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$131.41 Surf. \$0.00	\$131.41
Quarry Development:	\$0.00
Notes: Total:	\$1,779.08

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are loose cubic yards. Road Construction Worksheet Road Number: Spur 1A C Road Name: Section 200 Clearing and Grubbing: Clearing - Medium (Clearing): Adjustment Factor (1.67) 1-15% (Avg Side Slopes): Adjustment Factor (0) Pile and Burn (Slash): Adjustment Factor (1.28) 20-40' (Avg Clearing Widths): Adjustment Factor (0.1) Total Adjustment Factor: 1.67 + 0 + 1.28 + 0.1 = 3.05 Base Cost/Acre: \$926.29 x Adjustment Factor: 3.05 x Total Acres: .24 = \$678.04 Subtotal: \$678.04 Section 300 Excavation: Comment: spur with end LDNG Subgrade Compaction: 4 Sta/hr \$27.57/sta. x 4.0 sta = \$110.28 Blading without ditch: \$11.98/station x 3.00 stations = \$35.94 Road bed and LDNG Tractor: D7 with rippers 4 hr x  $\frac{158.11}{hr} = \frac{632.44}{100}$ Subtotal: \$778.66 Section 400 Drainage: Subtotal: \$0.00 Section 500 Renovation: Subtotal: \$0.00 Section 700-1200 Surfacing: Surfacing: Subtotal: \$0.00 Section 1300 Geotextiles: Subtotal: \$0.00 Section 1400 Slope Protection: Subtotal: \$0.00 Section 1800 Soil Stabilization: Comment: Spur and end LDNG Dry Method with Mulch:  $$600.83/acre \times 0.20 acres = $120.17$ Includes Small Quantity Factor of 1.55 + Fertilizer Cost: \$34.00/acre x 0.20 acres = \$6.80 + Mulch Cost: \$320.00/acre x 0.20 acres = \$64.00 Subtotal: \$190.97 Section 1900 Cattleguards: Subtotal: \$0.00 Section 2100 Roadside Brushing: Subtotal: \$0.00 Section 2300 Engineering: Subtotal: \$0.00 Section 2400 Minor Concrete: Subtotal: \$0.00 Section 2500 Gabions: Subtotal: \$0.00 Section 8000 Miscellaneous:

	Subtotal:	\$0.00
Mobilization: Construction - 3.24% of total Costs = \$131.41 Surfacing - 0.00% by rock volume = \$0.00	Subtotal:	\$131.41
Quarry Development: Based on 0.00% of total rock volume	Subtotal:	\$0.00
	Total:	\$1,779.08

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

#### Mobilization Costs - Construction and Surfacing

T.S. Contract Name: Old Timey Sale Date: 02/28/20

Average Mobilization distance = 50 miles Factor = 1.00

Mobilization: Construction

Fire Equipment: 1 ea x (1.00 x \$75.00/ea + 0 mi x \$4.16/mi)= \$75.00
Graders-all: 1 ea x (1.00 x \$414.00/ea + 0 mi x \$14.27/mi)= \$414.00
Brush Cutter: 1 ea x (1.00 x \$414.00/ea) = \$414.00
Rollers & Comp: 1 ea x (1.00 x \$414.00/ea + 0 mi x \$22.05/mi)= \$414.00
Excavators: 1 ea x (1.00 x \$896.00/ea = \$896.00
Tractors <= D7: 1 ea x (1.00 x \$655.00/ea + 0 mi x \$31.35/mi)= \$655.00
Dump Truck<=15cy: 1 ea x (1.00 x \$91.00/ea + 0 mi x \$3.77/mi)= \$91.00
Water Truck: 1 ea x (1.00 x \$96.00/ea + 0 mi x \$3.99/mi)= \$96.00
Equipment Washing: 4 ea x (\$250.00) /ea = \$1,000.00</pre>

Mobilization: Surfacing

Subtotal: \$4,055.00

Subtotal: \$0.00

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

## Summary of Construction Quantities

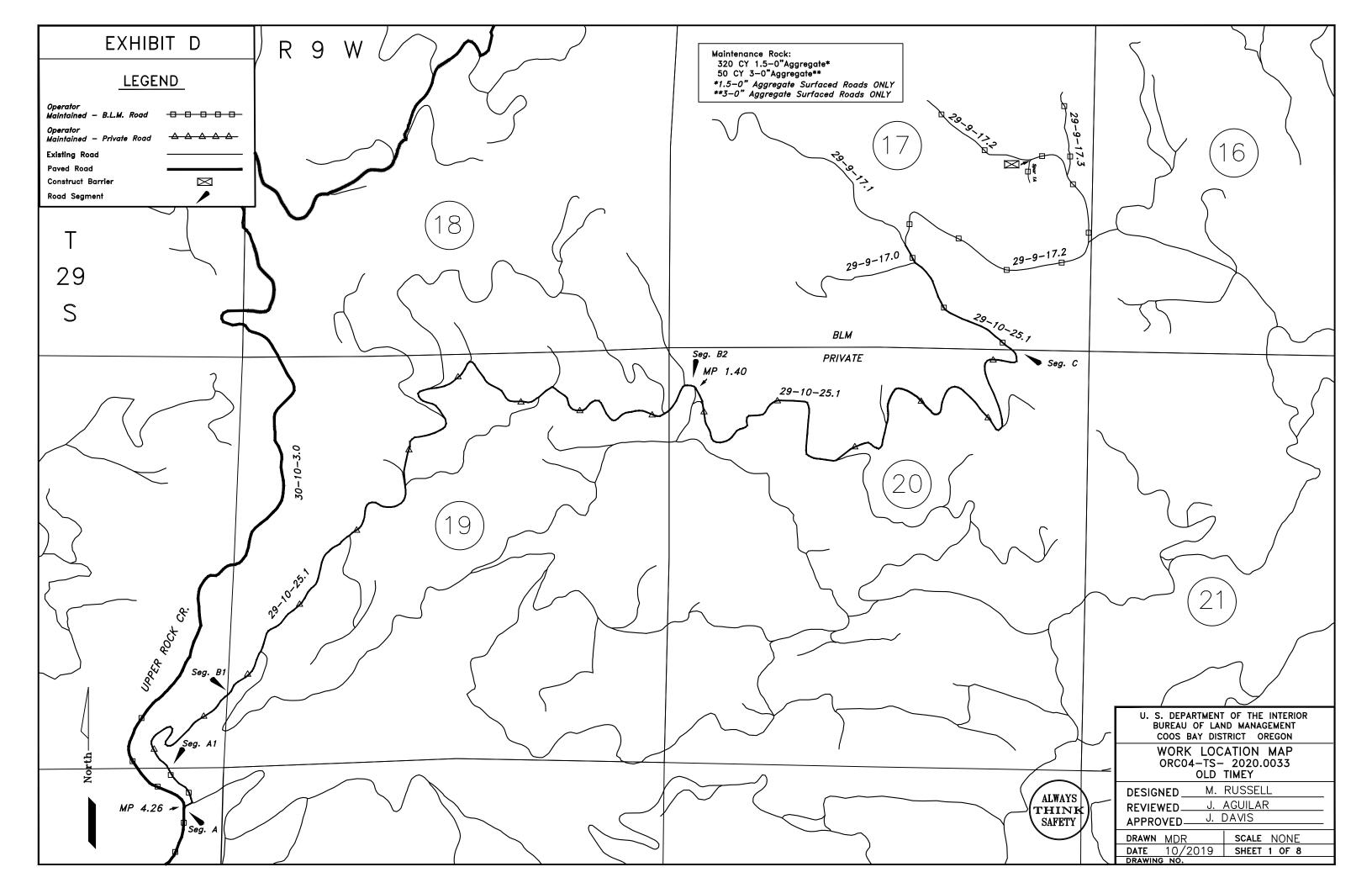
		le Date: 02/2			
Road Number 29-10-25.1 R 29-9-17.2 R	Const Impr	ov Renov 224.40 60.72	Decomm	Temp	
29-9-17.3 I	11.	00			
Spur 1A C	3.00				
Total Sta:	3.00 11.	00 285.12			
200 Clearing and	Grubbing	Clearing acres			
29-10-25.1 R		0.0			
29-9-17.2 R		0.0			
29-9-17.3 I		0.9			
Spur 1A C		0.2			
	Totals	: 1.1			
300 Excavation		Excav	Haul	Haul	
		LCY.s	sta-yds	yd-mi	
	Totals	: 0	0	0	
Road bed and LE Tractor: D7 400 Drainage	ONG Spur 1A C 'with rippers .				4 hr
Road Number					
	CMP Culvert	Polypipes	Downspout	s	
Total Drainage:		Polypipes	Downspout 	-	
Total Drainage:			Downspout	-	
Total Drainage: Culvert Qty		:		- Les	
	Totals Aluminized 0 lf	: Galvanized 0 lf	No Quantiti Poly Pipe	- Les	
Culvert Qty 12 inch 18 inch	Totals Aluminized 0 lf 0 lf	: Galvanized 0 lf 0 lf	No Quantiti Poly Pipe 0 lf	- Les	
Culvert Qty 12 inch 18 inch 24 inch	Totals Aluminized 0 lf 0 lf 0 lf 0 lf	Galvanized 0 lf 0 lf 0 lf 0 lf	No Quantiti Poly Pipe 0 lf 0 lf	- Les	
Culvert Qty 12 inch 18 inch 24 inch 30 inch	Totals Aluminized 0 lf 0 lf 0 lf 0 lf 0 lf	: Galvanized 0 lf 0 lf 0 lf 0 lf 0 lf	No Quantiti Poly Pipe 0 lf 0 lf 0 lf	- Les	
Culvert Qty 12 inch 18 inch 24 inch 30 inch 36 inch	Totals Aluminized 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf	Galvanized 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf	No Quantiti Poly Pipe 0 lf 0 lf	- Les	
Culvert Qty 12 inch 18 inch 24 inch 30 inch	Totals Aluminized 0 lf 0 lf 0 lf 0 lf 0 lf	: Galvanized 0 lf 0 lf 0 lf 0 lf 0 lf	No Quantiti Poly Pipe 0 lf 0 lf 0 lf	- Les	
Culvert Qty 12 inch 18 inch 24 inch 30 inch 36 inch 42 inch 48 inch Downspout Qty	Totals Aluminized 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf	: Galvanized 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf	No Quantiti Poly Pipe 0 lf 0 lf 0 lf 0 lf	- Les	
Culvert Qty 12 inch 18 inch 24 inch 30 inch 36 inch 42 inch 48 inch Downspout Qty 18 inch	Totals Aluminized 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf	: Galvanized 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf	No Quantiti Poly Pipe 0 lf 0 lf 0 lf 0 lf	- Les	
Culvert Qty 12 inch 18 inch 24 inch 30 inch 36 inch 42 inch 48 inch Downspout Qty 18 inch 21 inch	Totals Aluminized 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf	: Galvanized 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf	No Quantiti Poly Pipe 0 lf 0 lf 0 lf 0 lf 0 lf Full (gal 0 lf	- Les	
Culvert Qty 12 inch 18 inch 24 inch 30 inch 36 inch 42 inch 48 inch Downspout Qty 18 inch 21 inch 24 inch	Totals Aluminized 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf	: Galvanized 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf	No Quantiti Poly Pipe 0 lf 0 lf 0 lf 0 lf 0 lf	- Les	
Culvert Qty 12 inch 18 inch 24 inch 30 inch 36 inch 42 inch 48 inch Downspout Qty 18 inch 21 inch	Totals Aluminized 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf	: Galvanized 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf 0 lf	No Quantiti Poly Pipe 0 lf 0 lf 0 lf 0 lf 0 lf Full (gal 0 lf	- Les	

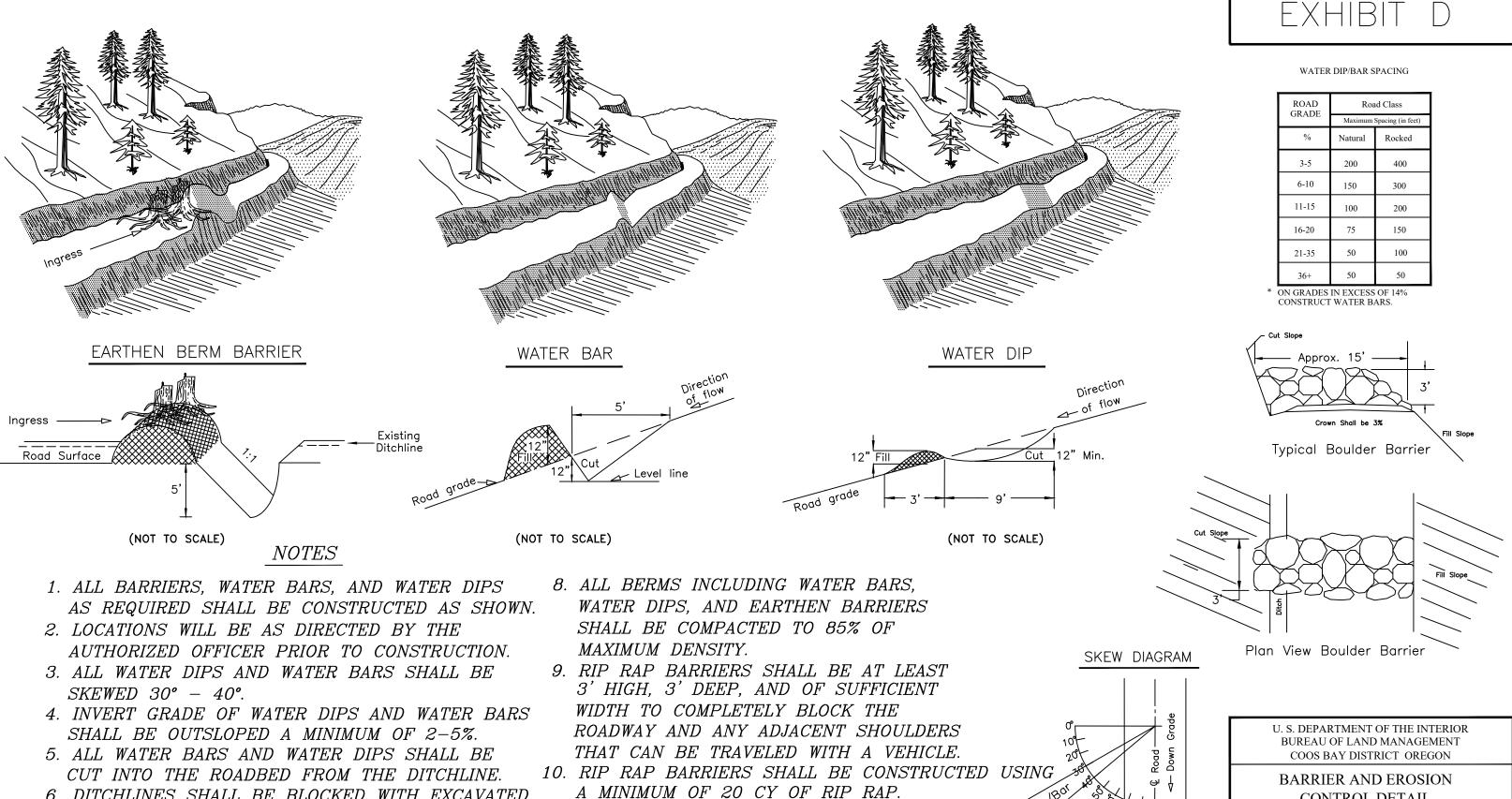
500 Renovation	Blade Miles	Slide cy
29-10-25.1 R	4.25	0

Continuation of Construction Quantities

29-9-17.2 R	1.15		0	
Totals: Roadside LDNG 29-10-25.1 R Tractor: D7 with rippers Roadside LDNG and End LDNG 29-9- Tractor: D7 with rippers	-17.2 R			
Surfacing (Loose Cubic Yards) Note: Due to slight rounding differe Totals shown here may not be exactly				
Quarry Name: Kincheloe 6-0" Commercial 29-10-25.1 R 29-9-17.2 R 29-9-17.3 I 29-9-17.3 I Totals:	Roadway 0 529 0 	Turnouts 0 0 0 0	Other 25 60 0 130 	25 60 529 130 744
Quarry Name: Kincheloe 3-0" Commercial 29-9-17.3 I	Roadway 228	Turnouts 0	Other 0	228
Totals:	228	0	0	228
Quarry Name: Kincheloe 1.5-0" Commercial	Roadway	Turnouts	Other	
Totals:	0	0	0	0
Quarry Name: Kincheloe 1.5-0"spot Commercial 29-10-25.1 R 29-9-17.2 R Totals:	Roadway 0 0	Turnouts 0 0 0	Other 125 25  150	125 25 
1300 Geotextiles Totals:	No Quanti	ties		
1400 Slope Protection				
		Totals:	0	СУ
Totals:	0			
1800 Soil stabilization - acres 29-10-25.1 R 29-9-17.2 R 29-9-17.3 I Spur 1A C Totals:	Dry W/O Mulch 0.0 0.0 0.0 0.0	Dry/with Mulch 0.1 0.1 0.4 0.2 	Hydro Mulch	
		or of 1.55		

1900 Cattleguards	Totals:	No Quantities
2100 RoadSide Brushing 29-10-25.1 R - Mechanic 29-9-17.2 R - Mechanica		
	Totals:	9.7
2300 Engineering	Totals:	stations  0.00
2400 Minor Concrete	Totals:	No Quantities
2500 Gabions	Totals:	No Quantities
8000 Miscellaneous	Totals:	No Quantities





- 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.

- 11. RIP RAP SHALL BE DURABLE (NOT LESS THAN 50 AS DETERMINED BY AASHTO T210), AND RANGE FROM 28"-34" IN DIAMETER.



CONTROL DETAIL				
DESIGNEDM. RUSSELL				
REVIEWED J. AGUILAR				
APPROVED	J. DAVIS			
DRAWN MDR SCALE NONE				
DATE 10/2019 SHEET 2 OF 8				

# "EXHIBIT D" ESTIMATE OF QUANTITIES\*

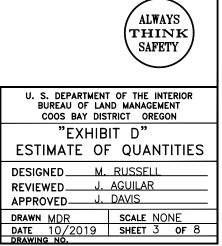
		SURF	ACING			OTHER		SOIL STA	BILIZATION	OTHER
ROAD NUMBER	TOP **	AGG. MAINT. ROCK **	AGG. MAINT. ROCK **	WATER DIP ARMOR. **	EARTHEN BARRIER **	CLASS C ASPHALT **	JAWRUN ROCK **	DRY	HYDRO- MULCH	
SPEC. NO.	1200	1200	1000	1000	1400	2600		1800	1800	
UNITS	C.Y.	C.Y.	C.Y.	C.Y.	C.Y.	TONS	C.Y.	ACRES	ACRES	
29-10-25.1	O	C	A	B	A	B	A			
29-9-17.2	Ô	0	A	B	A	B	A			
29-9-17.3	Ô	Ô	A	B	A	B	A			
Spur 1A	Ô	Ô	A	B	1	B	A			
-25.1 B1	Ô	0	A	B	A	B	A			
	Ô	Ô	A	B	A	B	A			
	Ô	Ô	A	B	A	B	A			
	Ô	Ô	A	B	A	B	A			
	Ô	Ô	A	B	A	B	A			
	Ô	Ô	A	B	A	B	A			
	C	Ô	A	B	A	B	A			
	Ô	Ô	A	B	A	B	A			
	C	Ô	A	B	A	B	A			
	Ô	Ô	A	B	A	B	A			
	Ô	Ô	A	B	A	B	A			
	Ô	Ô	Á	B	A	B	A			
	Ô	Ô	A	B	A	B	A			
	Ô	Ô	A	B	A	B	A			
	Ô	Ô	A	B	A	B	A			
	Ô	Ô	A	B	A	B	A			
	Ô	Ô	A	B	A	B	A			
	Ô	Õ	A	B	A	B	A			
	Õ	Õ	Á	B	Á	B	Ā			
	Õ	Õ	Ă	B	Ă	B	Ă			
	Õ	Õ	Ã	B	Ã	B	A			
	Õ	Õ	Ă	B	Ă	B	Ă			
	Õ	Õ	Á	B	Á	B	A			
TOTALS	C	320 ©	50 A	B	A	B	A			

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

**\*\*** ROCK QUANTITES ARE TRUCK MEASUREMENT.

ITEM	SIZE	GRADE
1000 (Base)	3"	A
1200 (Top)	1 <sup>1</sup> / <sub>2</sub> "	C
1400 (RIPRAP)	28-34"	A

GRADE INDICATED IN CIRCLE



#### ROAD MAINTENANCE APPRAISAL

SALE NO. orc04-ts-2020.0	0033		SALE NAME: Old Timey
	ROAD NUMBERS 29-10-25.1 29-9-17.2 29-9-17.3 Spur 1A	M LES (Rnd.) 4.25 1.1 0.2 0.1	
	Tot al	5.7	

#### - SUMMARY-

1.	MOVE I N:	\$2,939.00
2.	CULVERTS, SLOUGH, SLUMPS, & MISC	\$2,085.17
3.	GRADING FOR TIMBER HAUL	\$3,958.65
4.	GRADING FOR AGGREGATE HAUL	\$0.00
5.	MAI NTENANCE ROCK	\$9,708.89
6.	OTHER MAINTENANCE	\$543.60

TOTAL MAINTENANCE:

\$19,235.31

Pg. 2 of 3

### ROAD MAI NTENANCE APPRAI SAL

SALE NO.	SALE NAME:
ORC04-TS-2020.0033	Old Timey

### - APPRAISAL WORKSHEET-

1.	MOVE- I N:					
	EQUI PMENT		Ν	IDVE- I NS	COST/ MOVE	
	FI RE EQUI PMENT			1	\$74.00	\$74.00
	WATER TRUCK			1	\$95.00	\$95.00
	DUMP TRUCK			1	\$89.00	\$89.00
	COMPACTOR			1	\$410.00	\$410.00
	GRADER			1	\$410.00	\$410.00
	Excavat or s			1	\$861.00	\$861.00
	EQUI PMENT WASH	ING		4	\$250.00	\$1,000.00
					TOTAL =	\$2,939.00
2.	CULVERT MAINT.	, SLOUGH	I REMOVA	AL, SLUMP F	REPAIRS, ETC.	
	MAINT. OBLIGAT	ION		AVE. COS		
	5.7	MI	LES @	\$365.82	/ M LE =	\$2,085.17
3.	GRADING FOR TI	MBER HAU	L			
			UENCY	1		
		MILES/		5.7		
				OTAL MILES		** *** **
	5.7	M LES	5@	\$694.50	/ M LE =	\$3,958.65
4.	GRADING FOR AG	GREGATE	HAUL:			
		M LES	S @		/ M LE =	
5.	MAINTENANCE RC	CK:				
	SIZE		A	PPR FROM	Kincheloe	
					M LES	
ROYALTY		CU. YI				\$4, 256. 00
PROCESSI NO		CU. YI		\$0.88		\$281.60
		CU. YI		\$1.08	o 4	\$345.60
				\$1.75		\$768.00 \$2,027.52
MED. HAUL FAST HAUL		CU. YI CU. YI		\$0. 88 \$0. 39		\$2, 027. 52 \$736. 32
	. 520	CO. 11	DD. @	ψ0. 55	TOTAL =	\$8, 415. 04
						ψ0, 410. 04
	MAINTENANCE RC					
	SI ZE	3-0"	A	PPR FROM		
	. 50			¢10 00	M LES	¢644_00
ROYALTY PROCESSI NO			DS. @ DS. @	\$12. 88 \$0. 88		\$644.00 \$44.00
COMPACTI ON				\$0.00 \$1.08		\$44.00 \$54.00
SLOW HAUL				\$1.75	2.4	\$120.00
MED. HAUL				\$0.88		\$316.80
FAST HAUL				\$0.39	5.9	\$115.05
					TOTAL =	\$1, 293. 85
	MAINTENANCE RO	CK:				
	SI ZE	Rip Rap	A	PPR FROM		
			_		MILES	
ROYALTY				\$25.55		\$0.00
PROCESSI NO				\$0.00		\$0.00
				\$1.08	0	\$0.00
				\$0.00	2	\$0.00
MED. HAUL FAST HAUL				<b>\$0.88</b> \$0.39	7.6 6.1	\$0.00 \$0.00
	. 0	CO. 11	LO. @	40.39		\$0.00

TOTAL =

\$0.00

### ROAD MAINTENANCE APPRAISAL

SALE NO.	SALE NAME:
ORC04-TS-2020.0033	Old Timey

### 6. OTHER MAINTENANCE:

	TOTAL =	\$543.60
		\$543.60
Construct Earthen Berm barrier	\$167.00	
Install 2 water bars	\$110.00	
Soil stabilization	\$145. 24	
Scarify roadway & landing	\$121.36	
<u>Spur 1A</u>		

### SALE VOLUME: 1944 NET MBF

A. ROAD USE FEES - Payable to Private Company:

	AGREEMENT	ROAD	NET	USE FEE	TOTAL
COMPANY NAME	NUMBER	NUMBER	MBF	per MBF	FEES
Lone rock	C-625	29-10-25.1 A1	1944	\$0.00	\$0.00
Weyerhaeuser	C-344	29-10-25.1 B1	1944	\$0.00	\$0.00
Weyerhaeuser	C-344	29-10-25.1 B2	1944	\$0.00	\$0.00
Weyerhaeuser (new Bridge)	C-344	29-10-25.1 A	1944	\$3.79	\$7,367.76
			тот	AL USE FEE:	\$7,367.76

#### B. MAINTENANCE FEES:

1. Maintenance and Rock wear Fees Payable to the U.S. (BLM Maintained Roads):

a. Timber Haul:

Surface Type	ROAD NUMBER	NET MBF	ROAD MILES	ROCKWEAR /MBF/Mile	Subtotal	MAINT. /MBF/Mile	Subtotal	TOTAL FEES
BST	30-10-3.0 D	1944	0.64	1.63	\$0.00	\$1.63	\$2,027.98	\$2,027.98
BST	30-10-3.0 C	1944	0.65	1.63	\$0.00	\$1.63	\$2,059.67	\$2,059.67
BST	30-10-3.0 B2	1944	0.07	1.63	\$0.00	\$1.63	\$221.81	\$221.81
BST	30-10-3.0 B	1944	1.25	0.92	\$0.00	\$0.92	\$2,235.60	\$2,235.60
BST	30-10-3.0 A	1944	1.65	0.92	\$0.00	\$0.92	\$2,950.99	\$2,950.99
			4.26			TC	DTAL USE FEE:	\$9,496.05

SURFACE

#### 2. ROCKWEAR Fees Payable to the U.S. (OPERATOR Maintained Roads):

a. Timber Haul:

	SURFACE				el naul.
TOTAL	REPLACEMENT	ROAD	NET		Surface
FEES	/MBF/Mile	MILES	MBF	ROAD NUMBER	Туре
\$58.64	\$0.73	0.29	277	29-9-17.2	rock
\$0.00	\$0.00	0.05	399	Spur 1A	dirt
\$72.60	\$0.73	0.13	765	29-9-17.2	rock
\$0.00	\$0.00	0.04	532	29-9-17.3	dirt
\$0.00	\$0.00	0.07	665	29-9-17.3	dirt
\$0.00	\$0.00	0.09	886	29-9-17.3	dirt
\$927.25	\$0.73	0.73	1740	29-9-17.2	rock
\$241.34	\$0.73	0.19	1740	29-9-25.1	rock
\$5,761.63	\$0.73	4.06	1944	29-9-25.1	rock
\$7,061.45		5.65			

### 3. ROAD MAINTENANCE AND/OR ROCKWEAR FEES - Payable to Private Company:

Surface		AGREEMENT	ROAD	NET	ROAD	& MAINT.	TOTAL
Туре	COMPANY NAME	NUMBER	NUMBER	MBF	MILES	/MBF/Mile	FEES
ASC	Lone Rock Timberland Co.	C-625	29-10-25.1 A1		0.37	Place rock inlieu of rockwear fee	

 ASC
 Weyerhaeuser Co.
 C-344
 29-10-25.1 B1
 0.37
 Place fock inlied of rockwear fee

 3.79
 \$0.00

4. OPERATOR MAINTENANCE WILL BE REQUIRED ON APPROX. 5.7 MILES OF ROAD. (SEE EXHIBIT D)

			WEAR &	MAINTENANCE	
ROAD US	E FEES	MAINTEN	ANCE FEES	FEES	
TOTAL	\$/MBF	TOTAL	\$/MBF	TOTAL	\$/MBF
\$7,367.76	\$3.79	\$0.00	\$0.00		\$0.00
		\$9,496.05	\$4.88	\$0.00	\$0.00
		\$7,061.45	\$3.63		\$0.00
\$7,367.76	\$3.79	\$16,557.50	\$8.52	\$0.00	\$0.00
	TOTAL \$7,367.76	\$7,367.76 \$3.79	ROAD USE FEES         MAINTEN           TOTAL         \$/MBF         TOTAL           \$7,367.76         \$3.79         \$0.00           \$9,496.05         \$7,061.45	TOTAL         \$/MBF         TOTAL         \$/MBF           \$7,367.76         \$3.79         \$0.00         \$0.00           \$9,496.05         \$4.88         \$7,061.45         \$3.63	ROAD USE FEES         MAINTENANCE FEES         FE           TOTAL         \$/MBF         TOTAL         \$/MBF         TOTAL           \$7,367.76         \$3.79         \$0.00         \$0.00         \$0.00           \$9,496.05         \$4.88         \$0.00         \$7,061.45         \$3.63

	TOTAL	\$/MBF
MAINTENANCE OBLIGATION PAYABLE TO BLM:	\$16,557.50	\$8.52

## COOS BAY SALE NO. ORC04-TS-2020.0033 OLD TIMEY

## 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

**Timber Appraisal** 

Sale Name:Old TimeyBLM District:Coos Bay DOContract #:ORC04-TS-2020.0033Sale Type:Advertised

Sale Date:Friday, February 28, 2020Unit of Measure:16' MBFContract Term:36 monthsContract Mechanism:5450-3Sale of Timber - Lump Sum

SBA Set-Aside

### Content

Timber Appraisal Summary Stumpage Summary Unit Summary Stump to Truck Transportation Engineering Allowances Other Allowances

Prepared By: Stover, Douglas R - 1/9/2020 Approved By: Davis, Brian P - 1/16/2020

## Legal Description of Contract Area

Land Status	County	Township	Range	Section	Subdivision	Meridian
0&C	Coos	295	9W	17	Lot 1, S1/2 NE, SW1/4SE1/4,NE1/4SE1/4	Willamette

### **Species Totals**

Species	Net	Gross Merch	Gross	# of Merch Logs	# of Cull Logs	# of Trees
Douglas Fir	1,688.0	1,768.0	1,804.0	13,030	569	2,178
Western Hemlock	224.0	242.0	250.0	2,686	140	622
Port Orford Cedar	29.0	30.0	40.0	600	181	294
Red Alder	2.0	4.0	4.0	41	87	90
Western Redcedar	1.0	2.0	3.0	19	32	18
Totals	1,944.0	2,046.0	2,101.0	16,376	1,009	3,202

### **Cutting Area Acres**

<b>Regeneration Harvest Acres</b>	Partial Cut Acres	Right of Way Acres	Total Acres	Net Volume per Acre	
43.0	0.0	0.0	43.0	45.2	

## Logging Costs

Stump to Truck	\$237,318.51
Transportation	\$119,118.12
Road Construction	\$54,896.88
Maintenance/Rockwear	\$35,792.81
Road Use	\$7,367.76
Other Allowances	\$24,723.11
Total:	\$479,217.19
Total Logging Cost per MBF:	\$246.51

### **Utilization Centers**

Location	Distance	% of Net Volume			
Winchester	54.6 miles	100 %			

### Profit & Risk

Total Profit & Risk	9 %
Risk	0 %
Profit	9 %

### **Tract Features**

Quadratic Mean DBH	20.9 in
Average GM Log	124 bf
Average Volume per Acre	45.2 mbf
Recovery	93 %
<u>Net MBF volume:</u>	
Green	1,944.0 mbf
Salvage	0 mbf
Export	29 mbf
Ground Base Logging:	
Percent of Sale Volume	49 %
Average Yarding Slope	10 %
Average Yarding Distance	250 ft
Cable Logging:	
Percent of Sale Volume	51 %
Average Yarding Slope	40 %
Average Yarding Distance	281 ft
Aerial Logging:	
Percent of Sale Volume	0 %
Average Yarding Slope	0 %
Average Yarding Distance	0 ft

### Cruise

Cruise Completed	October 2019
Cruised By	Doug stover, Keith Felker,Jason Blum,Ben Keane
Cruise	

Method

3P Doug fir and Hemlock BLM 100 Minors

Species	# of Trees	Net Volume	Pond Value	(-) Profit & Risk	(-) Logging Costs	(+) Marginal Log Value	Appraised Price/MBF		Appraised Value
Douglas Fir	2,178	1,688.0	\$463.40	\$41.71	\$246.51	\$0.00	\$175.20		\$295,737.60
Western Hemlock	622	224.0	\$367.30	\$33.06	\$246.51	\$0.00	\$87.70		\$19,644.80
Port Orford Cedar	294	29.0	\$415.98	\$37.44	\$246.51	\$0.00	\$132.00		\$3,828.00
Red Alder	90	2.0	\$240.47	\$21.64	\$246.51	\$0.00	\$24.10	*	\$48.20
Western Redcedar	18	1.0	\$862.20	\$77.60	\$246.51	\$0.00	\$538.10		\$538.10
Totals	3,202	1,944.0							\$319,796.70

## Stumpage Computation

\* Minimum Stumpage values were used to compute the Appraised Price/MBF (10% of Pond Value)

## Percent of Volume By Log Grade

Species	No. 1 & 2 Peeler	No. 3 Peeler	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Douglas Fir	1.0 %		1.0 %	87.0 %	10.0 %	1.0 %	

Species	Peeler	No. 1 Sawmill	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Western Hemlock				76.0 %	20.0 %	4.0 %	

Species	No. 1 & 2 Peeler	No. 3 Peeler	Special Mill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	Camp Run
Port Orford Cedar				49.0 %	41.0 %	10.0 %	

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill	No. 5 Sawmill	Camp Run
Red Alder			41.0 %	9.0 %	50.0 %	

Species	No. 1 Sawmill	No. 2 Sawmill	No. 3 Sawmill	No. 4 Sawmill		Camp Run
Western Redcedar			57.0 %	43.0 %		

# Old Timey

## **Unit Summary**

# Unit: 1

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	1,259.0	1,318.0	1,345.0	1,534
Western Hemlock	187.0	202.0	209.0	467
Port Orford Cedar	13.0	14.0	17.0	133
Red Alder	1.8	3.5	3.5	78
Western Redcedar	1.0	2.0	3.0	18
Totals:	1,461.8	1,539.5	1,577.5	2,230

## ORC04-TS-2020.0033

# Net Volume/Acre: 44.3 MBF

<b>Regeneration Harvest</b>	33.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	33.0

# Net Volume/Acre: 39.6 MBF

Regeneration Harvest	7.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	7.0

## Unit: 2

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	255.0	268.0	273.0	405
Western Hemlock	20.0	21.0	22.0	54
Port Orford Cedar	2.0	2.0	2.0	26
Totals:	277.0	291.0	297.0	485

## Unit: 3

Species	Net	Gross Merch	Gross	# of Trees
Douglas Fir	174.0	182.0	186.0	239
Western Hemlock	17.0	19.0	19.0	101
Port Orford Cedar	14.0	14.0	21.0	135
Red Alder	0.2	0.5	0.5	12
Totals:	205.2	215.5	226.5	487

## Net Volume/Acre: 68.4 MBF

<b>Regeneration Harvest</b>	3.0
Partial Cut	0.0
Right of Way	0.0
Total Acres:	3.0

# Stump to Truck Costs

Total Stump To Truck	Net Volume	\$/MBF
\$237,318.51	1,944.0	\$122.08

## Stump to Truck: Falling, Bucking, Yarding, & Loading

Yarding System	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Cable: Small Yarder	GM MBF	1,047.0	\$138.24	\$144,737.28	fuel \$3.00 per gallon, 4500 bf per load, \$400.00 per day saws
Wheel Skidder	GM MBF	999.0	\$88.77	\$88,681.23	fuel \$3.00 per gallon, 4500 bf per load
Subtotal				\$233,418.51	

### **Additional Costs**

ltem	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Intermediate Support	Each	8.0	\$150.00	\$1,200.00	
Lift Tree	Each	18.0	\$150.00	\$2,700.00	
Subtotal				\$3,900.00	

### **Additional Moves**

Equipment	Unit of Measure	# of Units of Measure	\$/Unit of Measure	Total Cost	Remarks
Subtotal				\$0.00	

Old Timey

# Transportation

# ORC04-TS-2020.0033

Total I	Net Volume	\$/MBF
\$119,118.12	1,944.0	\$61.27

Utilization Center	One Way Mileage	Description	Unit of Measure	# of Units	\$/Unit of Measure	Total Cost	% of Sale Volume
Winchester	54.6	saw logs	GM MBF	2,046.0	\$58.22	\$119,118.12	100 %

# **Engineering Allowances**

Total	Net Volume	\$/MBF
\$98,057.45	1,944.0	\$50.44

Cost Item	Total Cost
Road Construction:	\$54,896.88
Road Maintenance/Rockwear:	\$35,792.81
Road Use Fees:	\$7,367.76

### Comments:

Road maintenanc+Rockwear= \$16,557.50+EX D = \$19,235.31 = \$35,792.81

<b>Old Timey</b>
------------------

# **Other Allowances**

Total	Net Volume	\$/MBF
\$24,723.11	1,944.0	\$12.72

### **Environmental Protection**

Cost item	Total Cost
Tree Girdling	\$225.00
Tree Topping	\$1,750.00
Equipment washing	\$1,625.00
Subtotal	\$3,600.00

## Slash Disposal & Site Prep

Cost item	Total Cost
Landing pull back	\$1,145.76
Landing pile burn	\$625.00
Landing pile cover	\$1,353.00
Machine pile burn	\$1,788.96
Slash/Lop	\$4,705.84
Machine pile and cover	\$11,504.55
Subtotal	\$21,123.11

Form 5440-9 (November 2011) UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT ITIMBER OF TIMBER AND OTHER WOOD PRODUCTS DEPOSIT AND BID FOR VEGETATIVE RESOURCES		Tract Number
		Sale Notice (dated)
	(Other Than Timb	BLM District Coos Bay
Sealed Bid for Se	aled Bid Sale	Written Bid for Oral Auction Sale
Time for opening sea	led bids 🛛 a.m. 🗖 p.m	. Sale commences 10:00 🛛 a.m. 🔲 p.m.
On (date)	Place	On (date) 02/28/2020 Place Coos Bay District Office
	bove dated Sale Notice, the required d source on the tract specified above.	eposit and bid are hereby submitted for the purchase of designated
Pequired hid denosit i	\$32,000,00	and is analyzed in the form of

Required bid deposit is \$32,000.00 and is enclosed in the form of:

□ cash □ money order □ cashier's check □ certified check □ bank draft\_

bid bond of corporate surety on approved list of the United States Treasury D guaranteed remittance approved by the authorized officer.

IT IS AGREED That the bid deposit shall be retained by the United States as liquidated damages if the bid is accepted and the undersigned fails to execute and return the contract, together with any required performance bond and any required payment within 30 days after the contract is received by the successful bidder. It is understood that no bid for less than the appraised price on a unit basis per species will be considered. If the bid is rejected the deposit will be returned.

### **BID SCHEDULE -- LUMP SUM SALE**

NOTE: Bidders should carefully check computations in completing the Bid Schedule

BID SUBMITTED				ORAL BID MADE		
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir		1,688	× 175.20	=	х	÷
Western Hemlock		224	× 87.70	=	x	-
Port-Orford Cedar		29	×132.°	-	x	-
Red Alder	· · ·	2	× 24. 10	-	x	(m)
Western Redcedar		1	× 538.10	=	x	=
1			x	=	x	-
			x	=	х	-
			X	=	x	-
			X	=	x	=
			x	=	х	
	· ·		х	=	х	-
			х	=	х	=
			x	=	x	=
			x	=	x	-
			x	=	x	=
			x	=	х	-
		TOTAL PURC	CHASE PRICE	319,796.70		

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)
Signature, if firm is individually owned	Name of firm (type or print)
Signatures, if firm is a partnership or L.L.C.	Business address, include zip code (type or print)
Corporation organized under the state laws of Signature of Authorized Corporate Signing Officer	(To be completed following oral bidding) I HEREBY confirm the above oral bid By (signature)
Title	Date
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or scaled 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)



Sec

#### INSTRUCTIONS TO BIDDERS

 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 to ward 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 bondsman 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.

(Form 5440-9, page 4)